

*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*

## AGENDA

### Town of Crested Butte

### Special Town Council Meeting

### Monday, May 15, 2017

### Council Chambers, Crested Butte Town Hall

PUBLIC NOTICE IS HEREBY GIVEN THAT THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO WILL HOLD A SPECIAL MEETING ON MONDAY, MAY 15, 2017. THE MEETING WILL BE CALLED TO ORDER AT 6:35PM. AN EXECUTIVE SESSION IS SCHEDULED BEFORE THE REMAINDER OF THE AGENDA. THE MEETING WILL BE HELD IN TOWN COUNCIL CHAMBERS LOCATED IN THE CRESTED BUTTE TOWN HALL, 507 MAROON AVENUE, CRESTED BUTTE, COLORADO.

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

**6:00 LYDIA STERN WILL TAKE A PICTURE OF THE COUNCIL**

**6:05 WORK SESSION**

1) Presentation and Discussion with Vinotok Event Organizers Regarding the Event and Specifically the Plans for the Fire in its Existing Location.

**6:35 SPECIAL COUNCIL MEETING CALLED TO ORDER BY MAYOR OR MAYOR PRO-TEM**

**6:37 APPROVAL OF AGENDA**

**6:39 EXECUTIVE SESSION**

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

**7:03 PROCLAMATION EXPRESSING APPRECIATION FOR BOB GILLIE**

**7:13 CONSENT AGENDA**

1) May 1, 2017 Regular Town Council Meeting Minutes.

2) Restaurant/Bar Seating on Public Sidewalks for: Brick Oven LTD DBA Brick Oven Pizzeria Located at 223 Elk Avenue; The Sunflower LLC DBA The Sunflower Located at 214 Elk Avenue; B & C Restaurants LLC DBA Elk Avenue Prime Located at 226 Elk Avenue; Vertigo Ventures LLC DBA The Secret Stash Located at 303 Elk Avenue; Teocalli Tamale Company DBA Teocalli Tamale Located at 311½ Elk Avenue; and Barmuda LTD DBA Talk of the Town Located at 230 Elk Avenue.

3) ARTumn Festival Special Event Application Closing the 0 Block of Elk Avenue from September 16 to September 17, 2017.

4) Crested Butte Farmers Market Special Event Application on Sundays from June 4 to October 8, 2017 in the 100 Block of Elk Avenue, with the Exception of Sunday, August 6, When the Farmers Market Will Be Located in the 0 Block to Collaborate with Arts Festival.

5) Crested Butte Bike Week Special Event Application for June 22 to 24, 2017 to Include the Chainless Race with a Special Event Liquor Permit on Friday, June 23, 2017 in the 10 and 100 Blocks of Elk Avenue and the 1<sup>st</sup> and Elk Parking Lot and the Fat Tire 40 with Liquor Permit on Saturday, June 25, 2016, Closing 7<sup>th</sup> Street from Elk Avenue to Butte

Avenue and Start and Finish in Town Park and the Crested Butte Junior Wildflower Classic on Sunday, June 25 in Town Park.

6) Bridges of the Butte 24-Hour Townie Tour Special Event Application, from Noon on June 24 to Noon on June 25, 2017 Closing Parking on the South Side of Elk Avenue with Basecamp in Town Park.

7) 4<sup>th</sup> of July Special Event Application for the Parade Closing Elk Avenue from 2<sup>nd</sup> Street to 7<sup>th</sup> Street with Parade Line up on 8<sup>th</sup> Street from Elk Avenue to Red Lady Avenue and Festivities on Elk Avenue at 3<sup>rd</sup> Street from Maroon Avenue to Sopris Avenue on July 4, 2017.

*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*

**7:15 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.*

**7:20 STAFF UPDATES**

**7:35 PUBLIC HEARING**

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

**7:45** 2) Ordinance No. 12, Series 2017 - An Ordinance of the Crested Butte Town Council Amending Chapter 2, Article 8 of the Crested Butte Municipal Code to Expand the Creative District Commission Membership and Including Requirements Related Thereto.

**7:50** 3) Ordinance No. 13, Series 2017 - An Ordinance of the Crested Butte Town Council Approving the Amendment to Lease Agreement with The Center for the Arts Related to Town-owned Property Located at Lots 1-16, Block 50, Town of Crested Butte, Colorado.

**8:10** 4) Ordinance No. 14, Series 2017 - An Ordinance of the Crested Butte Town Council Waiving the Requirements of Chapter 4, Article 6 of the Crested Butte Municipal Code with Respect to The Center for the Arts' Renovation and Expansion Project Located at Lots 1-16, Block 50, Town of Crested Butte.

**8:20 NEW BUSINESS**

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

**8:30** 2) Resolution No. 24, Series 2017 - Resolutions of the Crested Butte Town Council Approving the Award of the Contract for the 4-Way Transportation Center.

**8:40** 3) Resolution No. 25, Series 2017 - Resolutions of the Crested Butte Town Council Approving the Award of a Contract for the 2017 Full Depth Reclamation Project and Authorizing the Town Manager to Enter into a Construction Contract Between the Town of Crested Butte and Old Castle SW Group, Inc. dba United Companies.

**8:50** 4) Resolution No. 26, Series 2017 - Resolutions of the Crested Butte Town Council Approving the Development Improvements Agreement and Ditch Relocation Agreement Affecting Lots 17-27, Block 1, Lots 6-16, Block 12, Lots 1-13 and 30-32, Block 11 and Lots 17-32, Block 2, Town of Crested Butte, Colorado.

**9:00** 5) Resolution No. 27, Series 2017 - Resolutions of the Crested Butte Town Council Approving the License Agreement with Cypress Foothills, LP for Accessing and Affecting Certain Remediation Work on the Old Town Landfill Located on Town Property in the Location of the Eight Street Right of Way Adjacent to the Town Public Works Yard.

**9:15** 6) Resolution No 28, Series 2017 - Resolutions of the Crested Butte Town Council Approving a Software License Agreement with Bear Cloud Software for the Implementation of STR Helper.

**9:25** 7) Ordinance No. 6, Series 2017 - An Ordinance of the Crested Butte Town Council Amending the Definition of Vacation Rental in Section 16-1-20 of the Crested Butte Municipal Code; Amending Section 16-14-90 of the Code to Include New Regulations for Vacation Rentals; and Making Such Other Conforming Changes to Code in Connection Therewith.

**10:00 LEGAL MATTERS**

**10:05 COUNCIL REPORTS AND COMMITTEE UPDATES**

**10:20 OTHER BUSINESS TO COME BEFORE THE COUNCIL**

**10:35 DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE**

- Monday, June 5, 2017 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, June 19, 2017 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, July 3, 2017 - 6:00PM Work Session - 7:00PM Regular Council

**10:40 ADJOURNMENT**



**Staff Report**  
May 15, 2017  
Prepared April 17, 2017

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

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**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 3<sup>rd</sup> 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 23<sup>rd</sup>.

- 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 6<sup>th</sup> 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 23<sup>rd</sup>, 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.

## VINOTOK 2017

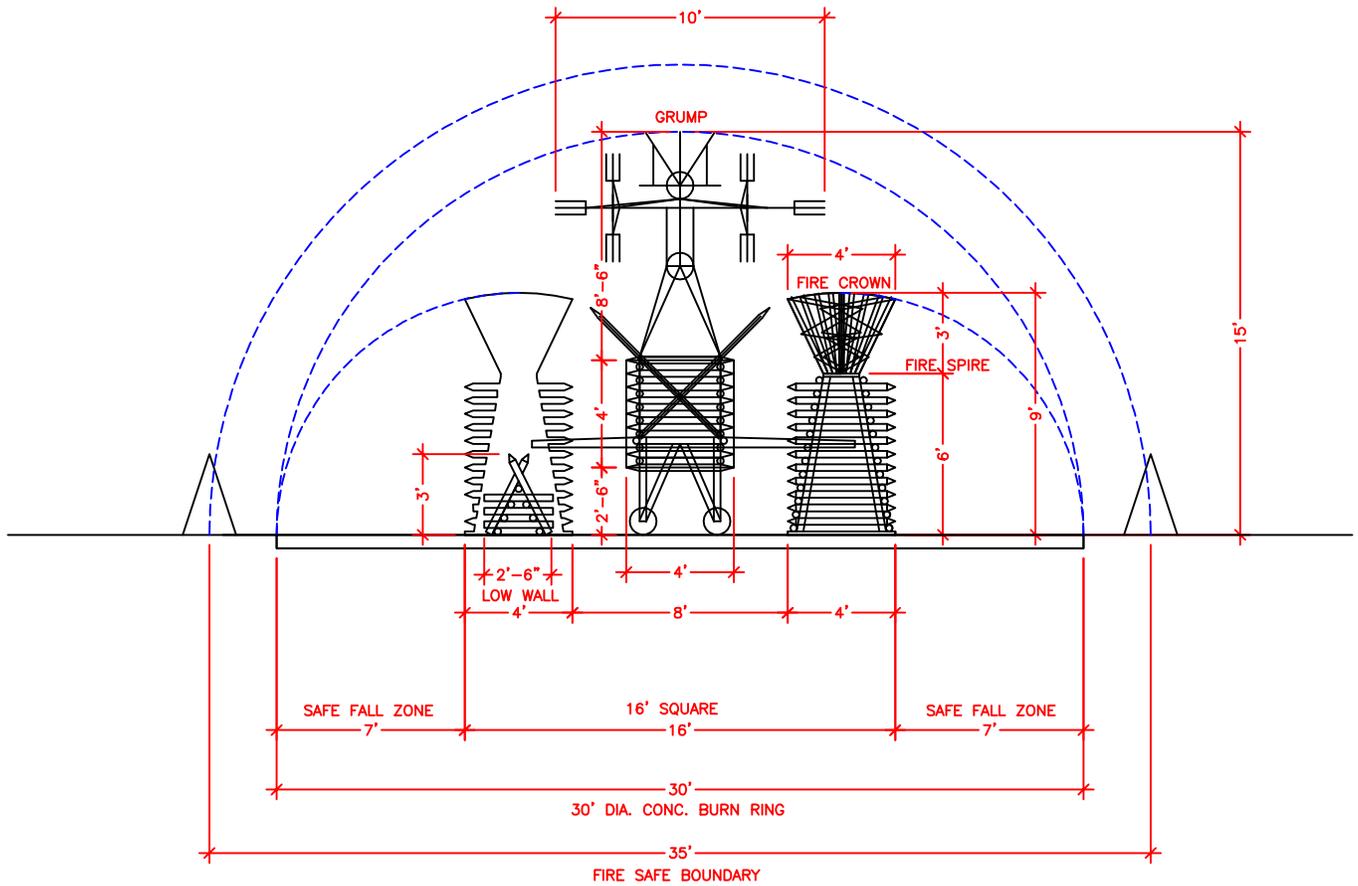
### FIRE PLAN AND TIMELINE

Jan-May	00	Kat, Joe Bob, Bob, Kyle	Debrief with Town Staff, Marshall's Office, CBFPD if necessary
May	9	Bob, Joe Bob, Kyle	Submit all documents to Kat Prelim Fire Design Prelim Grump Design Prelim Time Line Prelim Safety Plan and  Prelim Fire Ring Design
Protocol			
May	9-10	Kat	Compiles all documents
May	10	Kat	Submits package to Council
May	15	Kat	Presents package to Council
May	X	X	Developed Fire Design and Updates to Council
June	X	X	Developed Fire Design and Updates to Council
June	X	X	Scout Wood Collection Sites for Exemplar Burns
July	00	Fire Designer/Builder	Test Burn Build
July	00	Fire Designer/Builder Grump Designer/Builder Town Marshall CBFPD Rep. Town Rep	Test Burn
July00	X	Kat, Joe Bob, Kyle, Bob	Final Fire Design, Safety Plan/Protocol
July	24	Kat	Submit Insurance Request to Mountain West

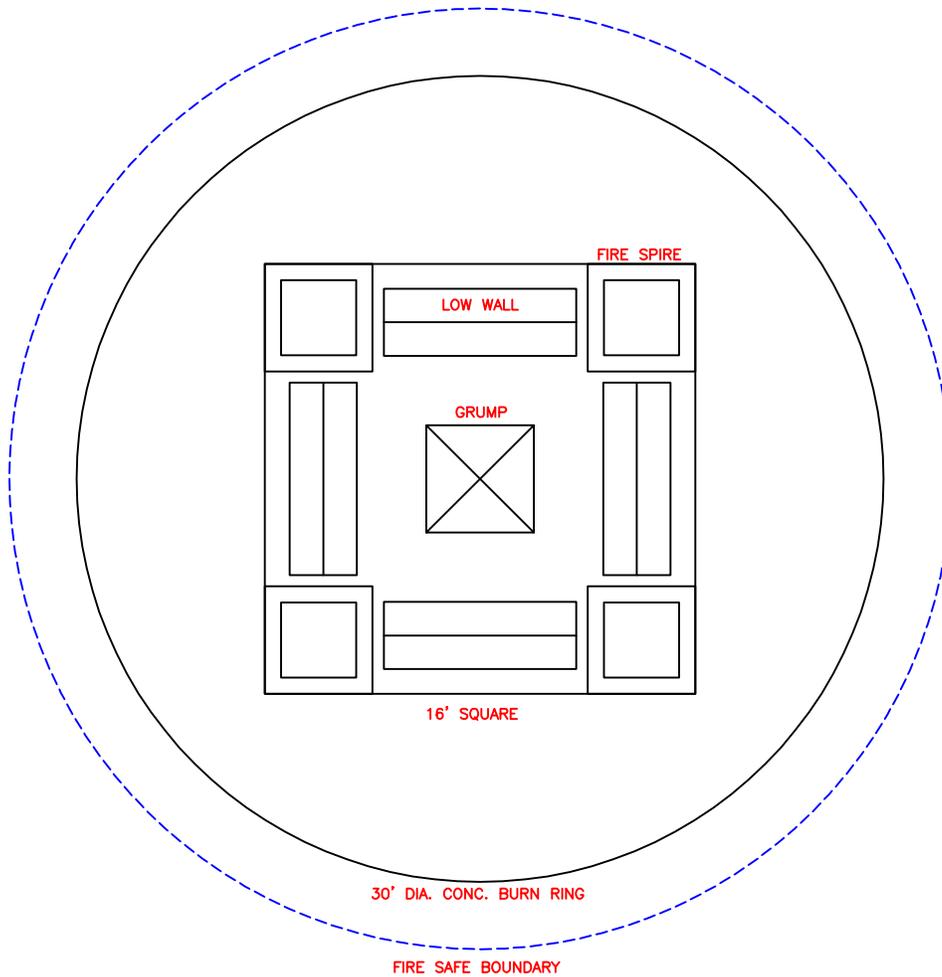
August	6	Kat, Joe Bob, Kyle, Bob	Summit all documents to Kat to be included with Special Event Permit Application
August	9	Kat	Submit Special Event Permit Application
August	15(?)	Kat, Joe Bob, Kyle, Bob	Submit to Kat any other documents for inclusion in the Town Council Packet
August	16(?)	Kat	Submit to town any other documents for inclusion in the Town Council Packet
August	00	All Volunteers	All Cast meeting
August	21(?)	Kat, Joe Bob, Kyle, Bob	Town Council Permit Review
August	21(?)	Town	Permit Granted
Sept-Aug	00	Wood Volunteers	Fuel Gathering for Bonfire
September	00	All Volunteers	All Cast meeting
September	17	HM Celebrants	Harvest Mother Celebration at the Farmer's Market
September	18	Nights Celebrants	Myth, Meaning, Rite, and Ritual, Location TBD
September	00	Red Tent Celebrants	Rent Tent
September	20	Vinotok Fire Wranglers	Pre Fire Construction Meeting
September	20	Story Telling Celebrants	Frank Orazam Storytelling at the Mountain Heritage Museum
September	21	X	Final Pre Build Check-in
September	21	Liar's Night Celebrants	Liar's Night, Location TBD
September	22	Comm. Feast Celebrants	Community Feast on 100 Block of Elk Avenue
September	00	X	Build the Fire
September	00	X	Grump Build

September 23	Bob	Pyrotechnics
September 23	All Volunteers	Volunteering Meeting, Location TBD (most likely C.F.A. outdoor stage) 9:00AM-12:30PM
12:30PM- 3:00PM		Finish Decorating, All Over Town
likely C.F.A. outdoor stage) 12:30PM-3:00PM		Rehearsal, Location TBD (most
TBD 3:00PM-4:30PM		Suiting Up and Eating, Location
4:40PM-4:55PM		Full Cast Photo, Location TBD
Wranglers Check-in at 4-Way 5:00PM		Cast Inspection of Fire and
Restaurants ~5:30PM-7:30PM		Mumming on Elk Avenue and in
the Grump on 200 Block of Elk Avenue ~7:45PM-8:30PM		Stage Performance and Trial of
~8:30PM-9:00PM		Procession on Elk Avenue
~9:00PM-10:30PM		Bonfire at 4-way parking lot
September 23	Marshall CBFPD Bob Kyle	Grump Inspection at 4:00PM
September 23	Marshall CBFPD Bob Kyle	Fire Inspection at 4:30PM
September 23	ALL	Weather Monitoring All Day,
Decison Point 8:00PM	CBFPD/Town	Burn on East Side of Parking Lot
Wet Down by 8:30PM	Executioners X	Grump Placed Into Fire Ring ~8:45PM
Vinotok Fire Marshall, Vinotok Sorceress, Marshall, CBFPD	Vinotok Council	All Clear to be Coordinated by
9:00PM		Fire To Start at Approximately
Extinguished at 10:30PM	CBFPD	Fire to be Contained and
	CBFPD	Mop Up By 11:30PM

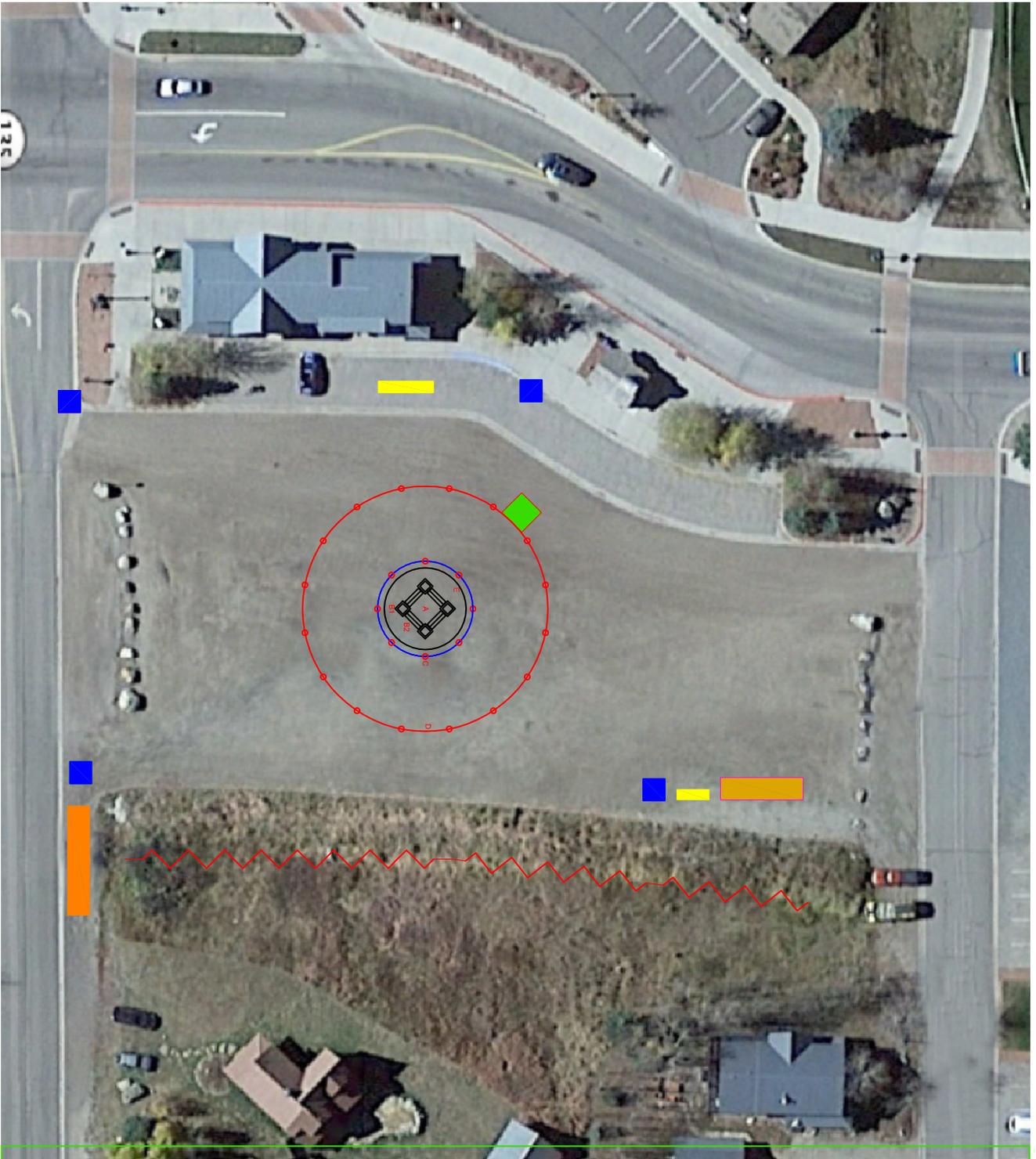
September 24	All Volunteers	Clean up 9:30AM-Completion 4-way Elk Avenue (7th to top) Sopris and Maroon (7th to  Alleyway Between Elk and  Stage Location Brunch for Volunteers that came
1st)	Sopris and Maroon (6th to 1st)	
to clean up ~12:00PM		
September 24 Vinotok Wranglers	X	Initial Debrief with Marshall and
October 00 Marshall's Office, and CBFPD at Town Hall	Kat, Kyle, Bob, Joe Bob	Debrief with Town Staff,



VINOTOK FIRE  
FIRE DIMENSIONS\_2017



# VINOTOK FIRE 2017 SITE PLAN



- A THE GRUMP**  
15' HIGH WOOD AND METAL FENCE  
SPARK AND SCRAPING PROTECTIVE BARRIERS SHALL BE INSTALLED WITHIN THE GRUMP AS PER THE VINOTOK FIRE CHIEF. NO PROJECTILE PHOTOGRAPHS SHALL BE EMPLOYED
- B THE FIRE**  
4' 8" WOOD FIRE SPIRES WITH WOOD AND METAL CROWNS  
4' 3" LOW FIRE WALLS  
FUEL WILL BE:  
3"-6" ROUND LASC REMAINING LUMBER  
1" - 2" WILLOW BRANCHES  
NO LEVY MATERIAL  
FIRE LIGHTON WILL BE BY REMOTE CONTROL AS PER THE VINOTOK FIRE CHIEF.
- C INNER PERIMETER BOUNDARY**  
30' QUARTER SAFETY BARRIER
- D OUTER PERIMETER BOUNDARY**  
90' QUARTER SAFETY BARRIER
- E CONCRETE FIRE RING**  
90' QUARTER SAFETY BARRIER
- F STAGE / SEATING**
- G PEACE OFFICERS**
- H FIRE TRUCK**
- I EVENT TOILETS**
- J WASTE / DUMPSTER**
- K EVENT FENCE**  
THIS SHALL BE AN ORGANIC CONSTRUCTION FENCE INSTALLED WITH 1'-POST. THIS FENCE IS TO BE USED TO PREVENT PEOPLE FROM ACCESSING NEARBY FIRE SCENE.
- L WASTE / DUMPSTER**
- M FIRE TRUCK**
- N PEACE OFFICERS**
- O EVENT TOILETS**
- P STAGE / SEATING**
- Q CONCRETE FIRE RING**
- R OUTER PERIMETER BOUNDARY**
- S INNER PERIMETER BOUNDARY**
- T WASTE / DUMPSTER**
- U EVENT FENCE**
- V PEACE OFFICERS**
- W FIRE TRUCK**
- X EVENT TOILETS**
- Y WASTE / DUMPSTER**
- Z CONCRETE FIRE RING**

**MINUTES**  
**Town of Crested Butte**  
**Regular Town Council Meeting**  
**Monday, May 1, 2017**  
**Council Chambers, Crested Butte Town Hall**

Mayor Michel called the meeting to order at 7:01PM.

Council Members Present: Jackson Petito, Chris Ladoulis, Roland Mason, Laura Mitchell, and Paul Merck

Staff Present: Town Manager Dara MacDonald, Town Attorney John Belkin, and Town Clerk Lynelle Stanford

Parks and Recreation Director Janna Hansen, Building and Zoning Director Bob Gillie, Finance Director Lois Rozman, Planning Director Michael Yerman, Chief Marshal Mike Reily, and Public Works Director Rodney Due (all for part of the meeting)

**APPROVAL OF THE AGENDA**

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

**CONSENT AGENDA**

- 1) April 3, 2017 Regular Town Council Meeting Minutes.**
- 2) April 10, 2017 Special Town Council Meeting Minutes.**
- 3) Resolution No. 17, Series 2017 - Resolutions of the Crested Butte Town Council Certifying that the Final Plat for Gothic Paradise Subdivision, Lots 25, 26 and 27 and the West 50 Feet of Lots 28 Through 32, Block 9, Town of Crested Butte is in Compliance with Chapter 17, Article 4 of the Crested Butte Municipal Code.**
- 4) Resolution No. 19, Series 2017 - Resolutions of the Crested Butte Town Council Approving a Professional Services Agreement with Ben White Architecture for Architectural and Related Services for the Big Mine Warming House Expansion Project.**
- 5) Resolution No. 20, Series 2017 - Resolutions of the Crested Butte Town Council Approving the Grant Agreement with Great Outdoors Colorado for the Town Park Playground Renovation Project.**
- 6) Resolution No. 21, Series 2017 - Resolutions of the Crested Butte Town Council Approving the Intergovernmental Agreement with Gunnison County Regarding Undesirable Plant Management.**

**7) Resolution No. 22, Series 2017 - Resolutions of the Crested Butte Town Council Approving the Snow Removal Reimbursement Covenant Affecting Lots 1, 4-7, 10, 11, 14-17 and 19, Block 79, Town of Crested Butte According to the Replat of Paradise Park Subdivision Recorded in the Official Real Property Records of the Clerk and Recorder of Gunnison County, Colorado on April 27, 2016 at Reception No. 639098.**

**8) Resolution No. 23, Series 2017 - Resolutions of the Crested Butte Town Council Approving the Vacation and Termination of the Big Mine Condominiums According to the Plat Thereof Recorded in the Official Real Property Records of the Clerk and Recorder of Gunnison County, Colorado on September 22, 1982 at Reception No. 369656.**

**9) Joint Letter with the Board of County Commissioners (BOCC) to Freeport-McMoRan.**

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

### **PUBLIC COMMENT**

None

### **STAFF UPDATES**

Lois Rozman

- She provided preliminary sales tax numbers for March, and sales tax was up almost 6%.
- The spring-grant cycle was opened.
- The state revolving fund loan for the wastewater treatment plant (WWTP) closed today.
- Received a copy of draft financial statements from auditors that she would bring forward to the Council.
- Her department had been busy on the HR side. Six full time positions had been hired, and they were working on hiring the seventh, a potential mid-level planner.

Bob Gillie

- Three PUDs were in play right now: Clark's, Sixth Street Station, and Queen of All Saints. Sixth Street Station would be ongoing.
- They were dealing with many plans and remodels.
- Reminded the Council of Town Clean-Up on May 13<sup>th</sup>.

Janna Hansen

- A full-time, year around park worker had been hired.
- Crews were working hard on spring cleaning.

- As approved on the Consent Agenda, Ben White Architecture had been hired for the Big Mine Warming House expansion.
- Her next project would be a RFP for final design for the playground.
- The pavilion at Rainbow Park would open for the season on Memorial Day weekend.
- She had been working with Due on a list of items damaged from snow storage and snow removal.
- Town would be having a softball team playing in the Wednesday-only league.
- Ladoulis asked if there could be redirect signage at the Yelenick Pavilion in Town Park this year. Hansen said she would look into it.

#### Rodney Due

- He expressed appreciation for the DOLA grant for Phase 2 of the WWTP expansion.
- He reiterated that the state revolving fund loan closed this morning.

#### Mike Reily

- His department took training opportunities at this time of year.
- It had been a typical off-season with cases such as: emergency alcohol commitments, DUIs, and domestics.
- Lessons were learned from the Women's March. There was an Environmental March, the turnout was smaller, and it went smoothly.
- Mitchell questioned bear activity. Reily stated they were out and about. Merck asked about the need for a community service officer. Reily thought they needed an eighth officer and wanted to consider what would serve the Town better. He said it was harder to hire a community service officer compared to an officer. Merck cited items that needed enforcement. Reily explained tasks handled by the community service officer. Michel stated Council could direct Staff during the budget process.

#### Michael Yerman

- The Creative District Commission was headed to Breckenridge for the annual convention.
- He mentioned Pizza with Creatives at the Center for the Arts on March 11<sup>th</sup>.
- Staff would be conducting a review of the Cypress submittal to the County.

#### Lynelle Stanford

- Sidewalk seating and special events would be on the next agenda.
- There would be a picture taken of the Council before the next meeting.
- Asked the Council if they would consider shifting the meetings in July, since the first was scheduled for July 3<sup>rd</sup>. Michel said it would be discussed at the end of the meeting.

Dara MacDonald

- MacDonald and Yerman participated in interviews for teams who had responded to the Brush Creek RFP. Two teams were asked to come back with further plans. One hurdle was water at the site. She asked the Council how much input and involvement they wanted with developer selection. Merck informed her that he was interested.
- Commercial leases would start on the May 15<sup>th</sup> agenda.
- They were having good conversations with GCEA on open conduit for broadband.
- The Town picnic would be on June 9<sup>th</sup> at Rainbow Park.
- CBMBA came forward with a proposal for the funding of backcountry management. Staff would have a meeting with other land owners.
- Elyse Ackerman's (DOLA) last day was last week. In the meantime, a temporary regional manager was appointed.
- The agreement for STR Helper would be on the next agenda.

### **NEW BUSINESS**

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

MacDonald reminded the Council of Gillie's retirement in June. It was a chance to consider organizational changes. She explained the benefits of a Community Development Department and the history behind the current organization. Staff was prepared to lead through the discomfort of changes. A mid-level planner position was being advertised, and a new position for STR enforcement and residential inspections was being created. Michel affirmed more places were moving towards this structure and that it was becoming more common. He thought it seemed a lot of responsibility was under one position. The built environment made the Town of Crested Butte. MacDonald said it would allow more cross training for back up. Michel asked how it affected the budget. MacDonald told the Council that the financial impact would come with the STR/Building Inspector position. Yerman answered Mason's question concerning commercial inspections. Michel pointed out the administrative plan also included in the packet with the ordinance, and no one voiced disagreement with it.

Ladoulis moved and Merck seconded a motion to set Ordinance No. 11, Series 2017 for public hearing at the next meeting. **Motion passed.**

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

Yerman explained that members of the Creative District felt they needed more people on the ground to help with initiatives.

Mason moved and Mitchell seconded a motion to set Ordinance No. 12, Series 2017 for public hearing on May 15<sup>th</sup>. **Motion passed.**

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

Mason recused himself and left the room.

Jenny Birnie, Ed Schmidt, and Crockett Farnell were present representing the Center for the Arts.

Farnell provided an update on the construction, permitting, and design processes. They addressed BOZAR criteria in their plans. Their goal was to get site work approved and on the way for groundbreaking on June 1<sup>st</sup>. He mentioned plans for trees that had to be relocated or removed.

A video, showing the new Center and uses inside and outside, was played.

Birnie reviewed patrons they served and the Center's annual budget. She explained their pro-forma budget related to current and future operations. The new Center would be central to the community and was a Town asset that generated tax revenue. They intentionally upped the ante to bring big name performers. She answered questions that arose from the pro-forma. Birnie then reviewed details pertaining to the capital campaign. She expounded upon what made their campaign successful.

Schmidt stated the contracts were contractual vehicles to get the project done to define surety and how funds were placed in a lock box and set for the project. Part of discussion had been the management of the project. He would be the project manager representing the Center, Farnell would be building it, and Yerman would be the Town's point of contact. They were committed to fund-raising to complete all phases of construction.

Michel identified three areas of discussion: 1) Bridge financing; 2) the question of overall final funding (surety); and 3) the pro-forma and ongoing operations. He asked the Council to discuss bridge financing. Merck thought it appeared it would be unnecessary. He asked if attendance numbers included Alpenglow, and they did. Michel confirmed they still desired the offer from Town and the terms. Ladoulis asked if they could do it without the \$750K. Schmidt recognized it was something in that they appreciated Town's position, but they couldn't in good faith ascertain they wouldn't use it.

Next, Michel brought up surety. Schmidt told them they didn't want surety from the Center. The two components were surety and guarantee. Michel confirmed they would

have surety before voting at the public hearing. Ladoulis asked for Belkin's input on surety. Belkin said the contract presented was a simple contract, and it had a surety provision. It was an important component of the construction contract. The discussion became more detailed around the budget, timing of Phase 1, surety, and performance bonds.

Michel asked where the Center was with the pro-forma and endowment. Town wanted it to stand on its own. Birnie informed the Council that it was their intent to raise money for an operating reserve as part of their fundraising campaign.

Mitchell moved and Merck seconded a motion to set Ordinance No. 13, Series 2017 to public hearing on May 15<sup>th</sup>. **Motion passed.**

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

MacDonald stated that the Town required bidding on projects over \$25K, and the ordinance outlined the Town's willingness to waive the requirement for this particular project. The tenant improvement agreement was also included.

Mitchell moved and Ladoulis seconded a motion to set Ordinance No. 14, Series 2017 to public hearing at the meeting on May 15<sup>th</sup>. **Motion passed.**

Mason returned to the meeting.

**5) Discussion and Possible Action Regarding Kapushion Development Improvements Agreement and Ditch Relocation Agreement.**

Yerman provided background on the agenda item and past agreements. A development improvements agreement (DIA) and McCormick Ditch Relocation Agreement were in the packet. Yerman explained Phases 1 and 2 and what they involved. Michel confirmed Town would gain 22 residential home sites. Yerman further explained there were three ditch owners, and they received comments from two of them.

Mason moved and Mitchell seconded a motion to have the Town staff prepare a Resolution approving the Kapushion Development Improvement Agreement and McCormick Ditch Relocation Agreement for the May 15<sup>th</sup>, 2017 meeting. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

**6) Discussion and Possible Action Regarding a License Agreement Between the Town of Crested Butte and Cypress Foothills, LP for the Remediation of Portions of the Landfill Located in the 8<sup>th</sup> Street Right of Way Under Cypress Foothill, LP Voluntary Clean Up Program Application Administered Through the Colorado Department of Public Health and Environment.**

Yerman informed the Council that Cypress approached Town about including a small portion of the 8<sup>th</sup> Street right of way in the VCUP process. Cypress was filing for VCUP and the question was whether Town wanted to participate and enter into a licensing agreement. Yerman acknowledged there was benefit to having Cypress pay. However, Town would also bear the brunt of the VCUP process if they decided not to enter into the agreement. Responding to Michel, Yerman identified the biggest issues were the risk and liability through CERCLA. One big question was if Council wanted to engage Town's environmental counsel to review the agreement. Attorney for Cypress, Marcus Lock, said 8<sup>th</sup> Street was good for the community and the development. They wanted to include it. It was an opportunity to get the road built and paid for by Cypress. Cypress would seek an executable licensing agreement to be ready for the meeting on May 15<sup>th</sup>.

Belkin stated the landfill wasn't formally closed, and it was covered in soil. If it was disturbed and hazardous materials were found, Town would have liability and responsibility to the community. No one really knew what was there. If they encountered something, it would fall on the taxpayers. The Town or County could be considered the operator of the landfill. Lock explained the VCUP process was boundary driven, and the exposure would be within the area of the license. He thought the scope on Town property was small. Cypress wanted to clean up the dump this summer.

The discussion on liability became detailed. Ladoulis asked if there was question of the value of 8<sup>th</sup> Street to the Town. Yerman said if there was a school located in that area, 8<sup>th</sup> Street would be a corridor. Wherever there was single point access, there tended to be congestion and traffic problems. Michel thought 8<sup>th</sup> Street was important. He clarified that the key question was the palatability of the Council to accept risk versus the benefit of the licensing agreement. He said they should go for it, and no one voiced disagreement. Petitto asked for an answer from the environmental lawyer in that Town would only be responsible for the licensed area. MacDonald confirmed there would be a licensing agreement for their consideration on the next agenda.

## **7) Discussion and Possible Direction to Staff to Draft an Ordinance Increasing the Compensation of the Council and Mayor.**

Mason recognized they were close to what other towns were of similar population. He noticed the Mayor made 100% more compared to Councilors. He asked if they wanted to close that gap. Merck said people saw it as a service to the community. Mason thought they were close to being in a good range, but there was a lot of time spent on sub-committees. Michel acknowledged that any pay raise wouldn't be enacted until the next Council was sitting. Ladoulis stated it was needed to satisfy recruitment, and they should move on the Council's pay regardless of what they thought of the Mayor's. Merck agreed with Ladoulis. Michel suggested they put a number in, \$100 a month for Mayor and Council, which could be changed. Mason agreed with Michel. Four Councilors displayed agreement with thumbs-up.

## **LEGAL MATTERS**

None

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

Chris Ladoulis

- Attended Wayfinding Committee meeting. He saw challenges, but it was a provoking conversation on signs.

Laura Mitchell

- Attended Scenic Byways meeting in Crawford. They were adding signs by Roaring Judy. They would replace signs at the Chamber this summer. The Redstone Lodge sold, and it would be an outdoor events center with tours.
- Counties were dissatisfied with Gunnison County because the other counties wanted Wild and Scenic designation assigned to the Crystal River.
- Went to the Chamber meeting. Ashley Upchurch was hired as the Executive Director. They would hire a new Events Director. They pulled off Pole, Pedal, Paddle this past weekend.
- The Chamber would donate \$1K for backcountry education at RMBL. When the contract ended, they decided not to renew because they were paying more at RMBL and losing employees at the Chamber.
- Finances were looking good.
- They talked about combining efforts of area Chambers. Combining them did not sound like a good idea. Mason requested a financial report from the Chamber.

Paul Merck

- Was working with the Center.

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

Ladoulis wanted to make sure the video (shown during the Center for the Arts' presentation) was in the public domain. He wanted it well in advance of ground breaking and for it to be a streaming video rather than a download.

MacDonald asked if Council wanted to hear from HCCA at the next meeting on the coal mine expansion, including their request that the Council submit a letter. She explained the County's take was different from HCCA's. Four Councilors displayed agreement to include on the next agenda.

Mason questioned how the situation had landed with DMV. MacDonald did not receive a response to the letter, and they had vacated the office. He thought issues could be worked out more smoothly in the future. MacDonald would continue to reach out and open the lines of communication.

Merck brought up the lot for sale by Judy McGill on the corner of 6<sup>th</sup> Street. He asked if Town could help with drainage. Michel clarified and asked if there was a way to mitigate the negative view. He said the message could be that they were sensitive to it and willing to do something. Four Councilors agreed by showing thumbs-up.

Merck reiterated the need for a community service officer; parking on Elk had been a problem. He asked if they needed to look at it closer. MacDonald stated Staff would recommend metered parking. Michel suggested it be discussed at a work session. Mason said if they metered they needed to issue permits on the side streets. Merck cited the example in Glenwood Springs. It was a fine of \$1K for not having a dog on a leash or not picking up after the dog, and it was painted on the sidewalk. Ladoulis recognized speeding and parking would be coming up as summer neared, and they still hadn't addressed the rate of traffic travelling through Town. Michel said the Council needed the conviction to stand behind the policy. He summarized they would have a work session to discuss parking, public service, and speeding.

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

- Monday, May 15, 2017 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, June 5, 2017 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, June 19, 2017 - 6:00PM Work Session - 7:00PM Regular Council

Mason moved and Ladoulis seconded a motion to change the July meetings to July 10<sup>th</sup> and July 24<sup>th</sup>, 2017. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

#### **ADJOURNMENT**

Mayor Michel adjourned the meeting at 10:11PM.

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Glenn Michel, Mayor

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Lynelle Stanford, Town Clerk (SEAL)



## Staff Report

May 15, 2017

**To:** Mayor and Town Council  
**Thru:** Dara MacDonald, Town Manager  
**From:** Lynelle Stanford, Town Clerk  
**Subject:** **Restaurant/Bar Seating on Public Sidewalks**  
**Date:** May 2, 2017

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### **Summary:**

The following establishments, all approved in past years, are applying for sidewalk seating for 2017: Brick Oven LTD DBA Brick Oven Pizzeria located at 223 Elk Avenue; The Sunflower LLC DBA The Sunflower located at 214 Elk Avenue; B & C Restaurants LLC DBA Elk Avenue Prime located at 226 Elk Avenue; Vertigo Ventures LLC DBA The Secret Stash located at 303 Elk Avenue; Teocalli Tamale Company DBA Teocalli Tamale located at 311 ½ Elk Avenue; and Barmuda LTD DBA Talk of the Town located at 230 Elk Avenue. A representative from each business signed the Application for Revocable License for Restaurant/Bar Seating on Public Sidewalks and agreed to abide by the terms and limitations of the license where granted. All of the establishments submitted previously approved diagrams of their premises.

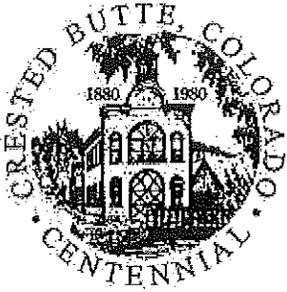
If approved, the following stipulations apply:

Insurance renewal provided to the Town by Vertigo Ventures LLC DBA The Secret Stash at the time of expiration of the current policy on June 19, 2017.

Insurance renewal provided to the Town by B & C Restaurants LLC DBA Elk Avenue Prime at the time of expiration of the current policy on August 21, 2017.

### **Recommendation:**

Staff recommends approving the applications for restaurant/bar seating on public sidewalks as part of the Consent Agenda as submitted.



# Application for Revocable License for Restaurant/Bar Seating on Public Sidewalks 2017

Date: 3/31/17 Square Footage: 225 Fee Paid: 675 -

Business Name: Brick Oven LTD DBA Brick Oven Pizzeria  
Owner: Dan Loftus  
Address: 223 Elk Crested Butte CO Block 21 Lot 28 29  
Contact: Dan Loftus  
Phone #: 349-5044 Cell # 970 209 3859  
E-mail address: dan@brickovench.com

Property Owner: Same as above  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Cell # \_\_\_\_\_  
E-mail address: \_\_\_\_\_

Is it the intent to serve alcohol on the licensed premises  Yes  No

[If yes, fill out the attached liquor license permit application and report of change and return with application with the required state fee. If the license is not granted this fee will be returned to the applicant.]

Please attach a map of the requested seating area (see attached example). The map should be to scale and no smaller than 1/8 of an inch to a foot with dimensions noted. The map should show the table and chair layout, the adjacent pedestrian area and at least ten feet on either side of the requested licensed area showing access to the pedestrian area. Show the percent grade on any adjacent brick areas used for the pedestrian area. A containment structure (fencing) location which separates the license area from the pedestrian way should also be shown on the map and a separate detail of what is proposed for the containment structure should be provided.

I have read the reverse side of this form which lists the limitations and requirements for securing the license and I agree to abide by the terms and limitation of the license where granted. I understand that failure to abide by these requirements is grounds for immediate revocation of the license. I certify that all information provided herein is accurate. I understand that this application is for a discretionary license which may or may not be granted by the Town.

[Signature]  
Applicant Signature and Title owner

3/31/17  
Date

## Conditions Applicable to License

### **In order to apply for a license the business must meet the following criteria.**

1. The business must have a valid conditional use permit and business license for a restaurant/bar issued by the Town of Crested Butte.
2. The business must have direct first floor frontage adjacent to the hard surfaced sidewalk on Elk Avenue.

### **The requested licensed area must meet the following criteria.**

3. The licensed area must be directly adjacent to the appurtenant business frontage.
4. The licensed area may not restrict the public right of way in a manner that leaves less than seven feet of hard surfaced area for pedestrian travel. There must be at least three feet adjacent to any parallel parking adjacent to the pedestrian way. There must be at least an additional four feet of hard surfaced pedestrian surface with a cross slope of no greater than 2% for handicap accessibility. The two areas are mutually exclusive. The pedestrian way may not be obstructed by impediments such as light poles, trash cans, flower boxes or bike racks and access to the pedestrian way must also be at least seven feet wide and meet the accessibility requirements.
5. The maximum depth of the license area onto public property may measure no more than seven (7) feet.
6. The licensed area may not be wider than the business frontage on the first floor adjacent to the Elk Avenue sidewalk.
7. The seating area may not be larger than the interior seating area of the restaurant.
8. The containment barrier must be 42 inches tall with rigid top rails attached to self supporting stanchions and be constructed of durable attractive materials. If decorative materials are attached to the top rails or stanchions they must incorporate substantial openings throughout to allow viewing into the site. Barriers that are solid in body (i.e. stretched fabric, plexiglass, see-through mesh, etc.) are not permissible." Commercial advertising shall not be incorporated into the barrier design.

### **Restrictions on time of use of the licensed area are as follows.**

9. The dates of the license shall be from the Friday prior to Memorial Day to October 15 of the current calendar year.
10. The licensed area may not be utilized during July 4<sup>th</sup>. The Town Council may place additional restrictions depending on special events requested.
11. The tables, chairs, liquor containment structure and any other items associated with the restaurant use must be removed daily from the public right of way during the time when the restaurant is not open. The containment fencing may be left parallel against the front wall of the business frontage if collapsed.

### **The business must adhere to the following rules and regulations.**

12. Above criteria shall be reviewed by the Town and deemed compliant prior to licensing.
13. The business is responsible for keeping the licensed area clean and free of debris and food waste.
14. The business may not make permanent changes to or damage the licensed area including but not limited to drilling into the public sidewalk.
15. The business may not utilize portable heating devices in the licensed area.
16. The business must operate entirely within the licensed premises and not encroach into the pedestrian way.
17. The business may not use umbrellas within the licensed premises.

### **After approval of the license but prior to utilizing the licensed area the business must provide the following.**

18. Proof of liability insurance in the amount of a minimum of \$1,000,000 with the Town of Crested Butte named as an additionally insured.
19. If applicable, authorization of liquor license premise modification to include the licensed area by the State of Colorado.
20. Payment of a licensed lease fee of \$3.00 per square foot.

## Permit Application and Report of Changes

**Current License Number** (17-56353-0006 Town) (40982990000)  
 All Answers Must Be Printed in Black Ink or Typewritten  
**Local License Fee** \$ 0 State

1. Applicant is a <input checked="" type="checkbox"/> Corporation ..... <input type="checkbox"/> Individual <input type="checkbox"/> Partnership ..... <input type="checkbox"/> Limited Liability Company	Present License Number <div style="font-size: 1.2em; text-align: center;">40982990000</div>
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2. Name of Licensee <div style="font-size: 1.2em;">Brick Oven Ltd</div>	3. Trade Name <div style="font-size: 1.2em;">Brick oven pizzeria</div>
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4. Location Address  

40 223 Elk Ave

City <div style="font-size: 1.2em;">Crested Butte</div>	County <div style="font-size: 1.2em;">Gunnison</div>	ZIP <div style="font-size: 1.2em;">81224</div>
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**SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.**

Section A – Manager reg/change	Section C
<ul style="list-style-type: none"> <li>• License Account No. _____</li> <li><input type="checkbox"/> Manager's Registration (Hotel &amp; Restr.) .....\$75.00</li> <li><input type="checkbox"/> Manager's Registration (Tavern).....\$75.00</li> <li><input type="checkbox"/> Manager's Registration (Lodging &amp; Entertainment).....\$75.00</li> <li><input type="checkbox"/> Change of Manager (Other Licenses pursuant to section 12-47-301(8), C.R.S.) NO FEE</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Retail Warehouse Storage Permit (ea).....\$100.00</li> <li><input type="checkbox"/> Wholesale Branch House Permit (ea)..... 100.00</li> <li><input type="checkbox"/> Change Corp. or Trade Name Permit (ea) ..... 50.00</li> <li><input type="checkbox"/> Change Location Permit (ea)..... 150.00</li> <li><input checked="" type="checkbox"/> Change, Alter or Modify Premises \$150.00 x <u>2</u> Total Fee <u>\$300</u></li> <li><input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____</li> <li><input type="checkbox"/> Addition of Related Facility to Resort Complex \$75.00 x _____ Total Fee _____</li> <li><input type="checkbox"/> Tavern Conversion .....No Fee</li> </ul>
Section B – Duplicate License	
<ul style="list-style-type: none"> <li>• Liquor License No. _____</li> <li><input type="checkbox"/> Duplicate License ..... \$50.00</li> </ul>	

**Do Not Write in This Space – For Department of Revenue Use Only**

Date License Issued	License Account Number	Period

The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.	<b>TOTAL AMOUNT DUE</b>	\$ _____ .00
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# Instruction Sheet

For All Sections, Complete Questions 1-4 Located on Page 1

## Section A

**To Register or Change Managers**, check the appropriate box in section A and complete question 8 on page 4. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

## Section B

**For a Duplicate license**, be sure to include the liquor license number in section B on page 1 and proceed to page 4 for Oath of Applicant signature.

## Section C

Check the appropriate box in section C and proceed below.

- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 2) **For a Wholesale Branch House Permit**, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 3) **To Change Trade Name or Corporation Name**, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 4) **To modify Premise**, go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 5) **For Optional Premises or Related Facilities** go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 6) **To Change Location**, go to page 3 and complete question 7. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 7) **Tavern Conversion**, go to page 4 and complete questions 10. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. *\*(Must be completed by August 10, 2017, as the tavern conversion will no longer be permitted)*. Submit to Local Licensing Authority (city or county) for approval.

<b>Storage Permit</b>	<p><b>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</b></p> <p><input type="checkbox"/> <b>Retail Warehouse Permit for:</b></p> <p style="padding-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="padding-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> <b>Wholesalers Branch House Permit</b></p> <p>Address of storage premise: _____</p> <p>City _____, County _____, Zip _____</p> <p>Attach a deed/ lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.</p>									
<b>Change Trade Name or Corporate Name</b>	<p><b>6. Change of Trade Name or Corporation Name</b></p> <p><input type="checkbox"/> Change of Trade name / DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="padding-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="padding-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="padding-left: 20px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">Old Trade Name</td> <td style="width:50%;">New Trade Name</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>Old Corporate Name</td> <td>New Corporate Name</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>		Old Trade Name	New Trade Name			Old Corporate Name	New Corporate Name		
Old Trade Name	New Trade Name									
Old Corporate Name	New Corporate Name									
<b>Change of Location</b>	<p><b>7. Change of Location</b></p> <p><b>NOTE TO RETAIL LICENSEES:</b> An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 12-47-311 (1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.</p> <p><b>Date filed with Local Authority</b> _____ <b>Date of Hearing</b> _____</p> <p>(a) Address of current premises _____</p> <p style="padding-left: 20px;">City _____ County _____ Zip _____</p> <p>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p style="padding-left: 20px;">Address _____</p> <p style="padding-left: 20px;">City _____ County _____ Zip _____</p> <p>(c) New mailing address if applicable.</p> <p style="padding-left: 20px;">Address _____</p> <p style="padding-left: 20px;">City _____ County _____ State _____ Zip _____</p> <p>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.</p>									

Change of Manager	<p><b>8. Change of Manager or to Register the Manager</b> of a Tavern, Hotel and Restaurant, Lodging &amp; Entertainment liquor license or licenses pursuant to section 12-47-301(8).</p> <p>(a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging &amp; Entertainment only)          Former manager's name _____          New manager's name _____</p> <p>(b) Date of Employment _____          Has manager ever managed a liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/>          Does manager have a financial interest in any other liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/>          If yes, give name and location of establishment _____</p>
Modify Premises or Addition of Optional Premises or Related Facility	<p><b>9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility</b></p> <p>NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed <u>Add 225 sq ft of seasonal sidewalk seating</u></p> <p>(b) If the modification is temporary, when will the proposed change:          Start <u>5/26/17</u> (mo/day/year) End <u>10/15/17</u> (mo/day/year)          NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?          (If yes, explain in detail and describe any exemptions that apply) ..... Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(d) Is the proposed change in compliance with local building and zoning laws? ..... Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises?          ..... Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification. <u>N/A</u></p>
Tavern Conversion	<p><b>10. Tavern Conversion</b></p> <p>(Note* Must be completed by August 10, 2017 as the Tavern conversion will no longer be permitted. Only Tavern licenses issued before August 10, 2016, that do not fit the definition of a tavern as defined in section 12-47-103(38), C.R.S. may convert to a different license type.) Please pick one of the following choices:</p> <p>(a) I wish to convert my existing Tavern Liquor License # _____ to a Lodging and Entertainment Liquor License?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(b) I wish to convert my existing Tavern Liquor License # _____ to a _____ Liquor License?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p>

<b>Oath of Applicant</b>		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge		
Signature 	Title Secretary	Date 5/31/17
<b>Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)</b>		
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 applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended. <b>Therefore, This Application is Approved.</b>		
Local Licensing Authority (City or County)		Date filed with Local Authority
Signature	Title	Date
<b>Report of STATE Licensing Authority</b>		
The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.		
Signature	Title	Date

Brick Oven LTD

Current Premises:

Walkway  
← 7' →

11'



Barrier  
REQD.

32'



28" square  
tables

All 2 top

3.5' concrete

3" square post w/ 4" square top

1 1/2" x 2" Rail

8.5' Bricks to sidewalk



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/1/2017

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

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

<b>PRODUCER</b> Kysar Millennium Leavitt Insurance Agency, Inc. 72 Suttle Street Suite L Durango CO 81303		<b>CONTACT NAME:</b> Nancy Dombrowski <b>PHONE (A/C, No, Ext):</b> (970)259-7966 <b>FAX (A/C, No):</b> (970)259-4915 <b>E-MAIL ADDRESS:</b> nancy-dombrowski@leavitt.com	
		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: AMCO Insurance Company	<b>NAIC #</b> 19100
<b>INSURED</b> Brick Oven, LTD PO Box 2283 Crested Butte CO 81224-9608		<b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 17-18 GL                      **REVISION NUMBER:**

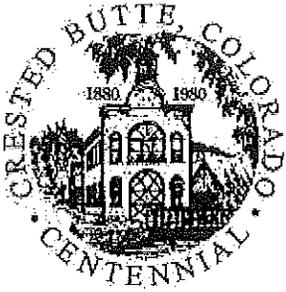
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ACP7551070603	4/2/2017	4/2/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Dishonesty \$ 5,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEF    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			ACP7551070603	4/2/2017	4/2/2018	Each Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The Town of Crested Butte is named as additional insured as respects General Liability RE: Outdoor service 2017

<b>CERTIFICATE HOLDER</b> (970)349-6626  Town of Crested Butte P O Box 39 Crested Butte, CO 81224	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Rene' Larricq/RL
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# Application for Revocable License for Restaurant/Bar Seating on Public Sidewalks 2017

Date: 5-1-17 Square Footage: 84 Fee Paid: \$252

Business Name: The Sunflower LLC DBA The Sunflower  
Owner: Kalon Wall, Chris Phillips, Natalie Phillips  
Address: 214 Elk Ave. Crested Butte, CO Block 28 Lot 10A Kapushin subdivision  
Contact: Kalon Wall Chris Phillips  
Phone #: 406-570-8047 Cell # 310-985-1752  
E-mail address: Kalonwall@yahoo.com

Property Owner: John Meyer  
Address: \_\_\_\_\_  
Phone #: 970-234-2550 Cell # \_\_\_\_\_  
E-mail address: \_\_\_\_\_

Is it the intent to serve alcohol on the licensed premises  Yes  No

[If yes, fill out the attached liquor license permit application and report of change and return with application with the required state fee. If the license is not granted this fee will be returned to the applicant.]

Please attach a map of the requested seating area (see attached example). The map should be to scale and no smaller than 1/8 of an inch to a foot with dimensions noted. The map should show the table and chair layout, the adjacent pedestrian area and at least ten feet on either side of the requested licensed area showing access to the pedestrian area. Show the percent grade on any adjacent brick areas used for the pedestrian area. A containment structure (fencing) location which separates the license area from the pedestrian way should also be shown on the map and a separate detail of what is proposed for the containment structure should be provided.

I have read the reverse side of this form which lists the limitations and requirements for securing the license and I agree to abide by the terms and limitation of the license where granted. I understand that failure to abide by these requirements is grounds for immediate revocation of the license. I certify that all information provided herein is accurate. I understand that this application is for a discretionary license which may or may not be granted by the Town.

[Signature] Owner  
Applicant Signature and Title

5-1-17  
Date

## Conditions Applicable to License

### In order to apply for a license the business must meet the following criteria.

1. The business must have a valid conditional use permit and business license for a restaurant/bar issued by the Town of Crested Butte.
2. The business must have direct first floor frontage adjacent to the hard surfaced sidewalk on Elk Avenue.

### The requested licensed area must meet the following criteria.

3. The licensed area must be directly adjacent to the appurtenant business frontage.
4. The licensed area may not restrict the public right of way in a manner that leaves less than seven feet of hard surfaced area for pedestrian travel. There must be at least three feet adjacent to any parallel parking adjacent to the pedestrian way. There must be at least an additional four feet of hard surfaced pedestrian surface with a cross slope of no greater than 2% for handicap accessibility. The two areas are mutually exclusive. The pedestrian way may not be obstructed by impediments such as light poles, trash cans, flower boxes or bike racks and access to the pedestrian way must also be at least seven feet wide and meet the accessibility requirements.
5. The maximum depth of the license area onto public property may measure no more than seven (7) feet.
6. The licensed area may not be wider than the business frontage on the first floor adjacent to the Elk Avenue sidewalk.
7. The seating area may not be larger than the interior seating area of the restaurant.
8. The containment barrier must be 42 inches tall with rigid top rails attached to self supporting stanchions and be constructed of durable attractive materials. If decorative materials are attached to the top rails or stanchions they must incorporate substantial openings throughout to allow viewing into the site. Barriers that are solid in body (i.e. stretched fabric, plexiglass, see-through mesh, etc.) are not permissible." Commercial advertising shall not be incorporated into the barrier design.

### Restrictions on time of use of the licensed area are as follows.

9. The dates of the license shall be from the Friday prior to Memorial Day to October 15 of the current calendar year.
10. The licensed area may not be utilized during July 4<sup>th</sup>. The Town Council may place additional restrictions depending on special events requested.
11. The tables, chairs, liquor containment structure and any other items associated with the restaurant use must be removed daily from the public right of way during the time when the restaurant is not open. The containment fencing may be left parallel against the front wall of the business frontage if collapsed.

### The business must adhere to the following rules and regulations.

12. Above criteria shall be reviewed by the Town and deemed compliant prior to licensing.
13. The business is responsible for keeping the licensed area clean and free of debris and food waste.
14. The business may not make permanent changes to or damage the licensed area including but not limited to drilling into the public sidewalk.
15. The business may not utilize portable heating devices in the licensed area.
16. The business must operate entirely within the licensed premises and not encroach into the pedestrian way.
17. The business may not use umbrellas within the licensed premises.

### After approval of the license but prior to utilizing the licensed area the business must provide the following.

18. Proof of liability insurance in the amount of a minimum of \$1,000,000 with the Town of Crested Butte named as an additionally insured.
19. If applicable, authorization of liquor license premise modification to include the licensed area by the State of Colorado.
20. Payment of a licensed lease fee of \$3.00 per square foot.



# Instruction Sheet

For All Sections, Complete Questions 1-4 Located on Page 1

**Section A**

**To Register or Change Managers**, check the appropriate box in section A and complete question 8 on page 4. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

**Section B**

**For a Duplicate license**, be sure to include the liquor license number in section B on page 1 and proceed to page 4 for Oath of Applicant signature.

**Section C**

Check the appropriate box in section C and proceed below.

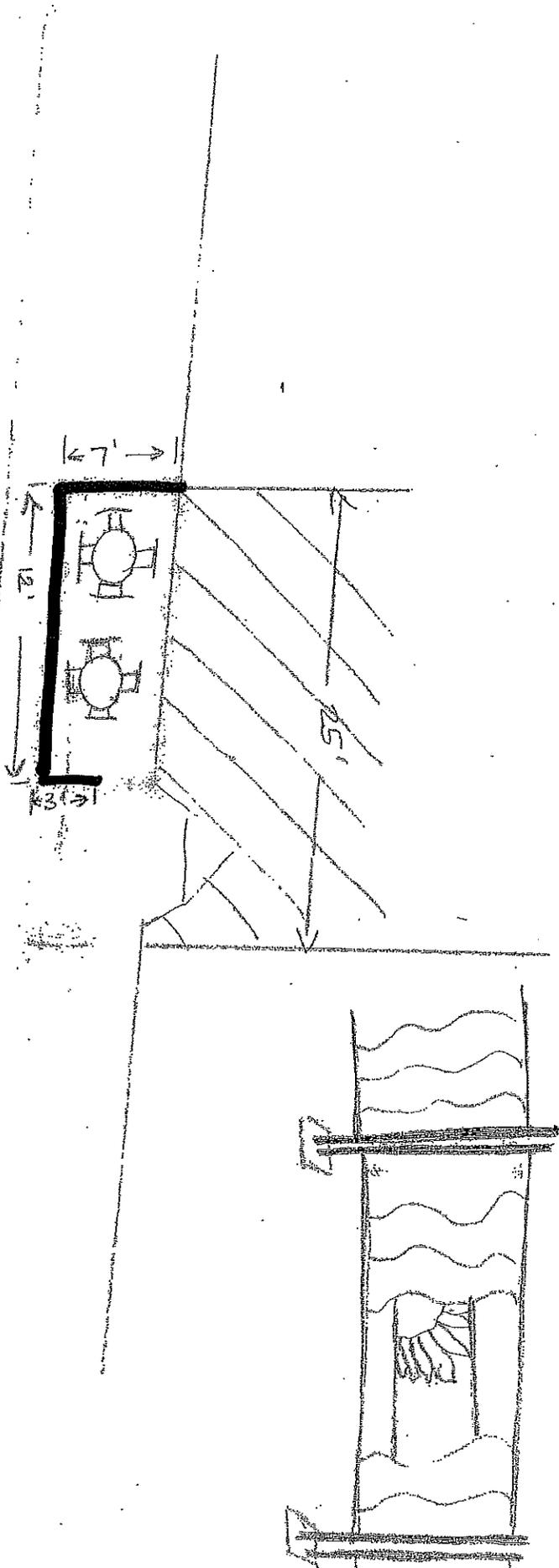
- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 2) **For a Wholesale Branch House Permit**, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 3) **To Change Trade Name or Corporation Name**, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 4) **To modify Premise**, go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 5) **For Optional Premises or Related Facilities** go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 6) **To Change Location**, go to page 3 and complete question 7. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 7) **Tavern Conversion**, go to page 4 and complete questions 10. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. *\*(Must be completed by August 10, 2017, as the tavern conversion will no longer be permitted)*. Submit to Local Licensing Authority (city or county) for approval.

<b>Storage Permit</b>	<p><b>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</b></p> <p><input type="checkbox"/> <b>Retail Warehouse Permit for:</b></p> <p style="margin-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="margin-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> <b>Wholesalers Branch House Permit</b></p> <p>Address of storage premise: _____</p> <p>City _____, County _____, Zip _____</p> <p>Attach a deed/ lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.</p>				
<b>Change Trade Name or Corporate Name</b>	<p><b>6. Change of Trade Name or Corporation Name</b></p> <p><input type="checkbox"/> Change of Trade name / DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="margin-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="margin-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="margin-left: 20px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Old Trade Name</td> <td style="width: 50%;">New Trade Name</td> </tr> <tr> <td>Old Corporate Name</td> <td>New Corporate Name</td> </tr> </table>	Old Trade Name	New Trade Name	Old Corporate Name	New Corporate Name
Old Trade Name	New Trade Name				
Old Corporate Name	New Corporate Name				
<b>Change of Location</b>	<p><b>7. Change of Location</b></p> <p><b>NOTE TO RETAIL LICENSEES:</b> An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 12-47-311 (1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.</p> <p><b>Date filed with Local Authority</b> _____ <b>Date of Hearing</b> _____</p> <p>(a) Address of current premises _____</p> <p style="margin-left: 20px;">City _____ County _____ Zip _____</p> <p>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p>Address _____</p> <p style="margin-left: 20px;">City _____ County _____ Zip _____</p> <p>(c) New mailing address if applicable.</p> <p>Address _____</p> <p style="margin-left: 20px;">City _____ County _____ State _____ Zip _____</p> <p>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.</p>				

Change of Manager	<p><b>8. Change of Manager or to Register the Manager</b> of a Tavern, Hotel and Restaurant, Lodging &amp; Entertainment liquor license or licenses pursuant to section 12-47-301(8).</p> <p>(a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging &amp; Entertainment only)          Former manager's name _____          New manager's name _____</p> <p>(b) Date of Employment _____          Has manager ever managed a liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/>          Does manager have a financial interest in any other liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/>          If yes, give name and location of establishment _____</p>
Modify Premises or Addition of Optional Premises or Related Facility	<p><b>9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility</b></p> <p>NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed <u>Summer sidewalk seating</u></p> <p>(b) If the modification is temporary, when will the proposed change:          Start <u>05/26/2017</u> (mo/day/year) End <u>10/15/2017</u> (mo/day/year)          NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?          (If yes, explain in detail and describe any exemptions that apply) ..... Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(d) Is the proposed change in compliance with local building and zoning laws? ..... Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises?          ..... <u>NIA</u> Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification. <u>NIA</u></p>
Tavern Conversion	<p><b>10. Tavern Conversion</b></p> <p>(Note* Must be completed by August 10, 2017 as the Tavern conversion will no longer be permitted. Only Tavern licenses issued before August 10, 2016, that do not fit the definition of a tavern as defined in section 12-47-103(38), C.R.S. may convert to a different license type.) Please pick one of the following choices:</p> <p>(a) I wish to convert my existing Tavern Liquor License # _____ to a Lodging and Entertainment Liquor License?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(b) I wish to convert my existing Tavern Liquor License # _____ to a _____ Liquor License?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p>

<b>Oath of Applicant</b>		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge		
Signature 	Title MEMBER	Date 4/28/17
<b>Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)</b>		
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 applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended. <b>Therefore, This Application is Approved.</b>		
Local Licensing Authority (City or County)		Date filed with Local Authority
Signature	Title	Date
<b>Report of STATE Licensing Authority</b>		
The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.		
Signature	Title	Date

Sunflower



ELK AVENUE

SEE EXISTING FENCE  
INCLUDING DETAIL

CONTAINMENT BARRIER  
2" x 2" STEEL TUBING  
POSTS  
1/2" HAMMERED WAVY  
PICKETS  
OVERALL HEIGHT 80"





# Application for Revocable License for Restaurant/Bar Seating on Public Sidewalks 2017

Date: 4.1.2017 Square Footage: 161 Fee Paid: \$483

Business Name: B&C Restaurants, LLC DBA Elk Ave Prime

Owner: Julie Higgins

Address: 226 Elk Ave Prime Block 28 Lot West 50' of lots 1-5  
Aka Lots 4-5

Contact: Curtis or Julie Higgins

Phone #: 970.349.1221 Cell # ~~970.349.12~~ 970.787.0472

E-mail address: julie@elkaveprime.com

Property Owner: M & M Elk Avenue

Address: PO Box 52389, Shreveport LA 71135

Phone #: 970.209.4041 Cell # \_\_\_\_\_

E-mail address: Keith@gambleguestcare.com

Is it the intent to serve alcohol on the licensed premises  Yes  No

[If yes, fill out the attached liquor license permit application and report of change and return with application with the required state fee. If the license is not granted this fee will be returned to the applicant.]

Please attach a map of the requested seating area (see attached example). The map should be to scale and no smaller than 1/8 of an inch to a foot with dimensions noted. The map should show the table and chair layout, the adjacent pedestrian area and at least ten feet on either side of the requested licensed area showing access to the pedestrian area. Show the percent grade on any adjacent brick areas used for the pedestrian area. A containment structure (fencing) location which separates the license area from the pedestrian way should also be shown on the map and a separate detail of what is proposed for the containment structure should be provided.

I have read the reverse side of this form which lists the limitations and requirements for securing the license and I agree to abide by the terms and limitation of the license where granted. I understand that failure to abide by these requirements is grounds for immediate revocation of the license. I certify that all information provided herein is accurate. I understand that this application is for a discretionary license which may or may not be granted by the Town.

[Signature] President 4/1/17  
Applicant Signature and Title Date

## Conditions Applicable to License

### **In order to apply for a license the business must meet the following criteria.**

1. The business must have a valid conditional use permit and business license for a restaurant/bar issued by the Town of Crested Butte.
2. The business must have direct first floor frontage adjacent to the hard surfaced sidewalk on Elk Avenue.

### **The requested licensed area must meet the following criteria.**

3. The licensed area must be directly adjacent to the appurtenant business frontage.
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5. The maximum depth of the license area onto public property may measure no more than seven (7) feet.
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10. The licensed area may not be utilized during July 4<sup>th</sup>. The Town Council may place additional restrictions depending on special events requested.
11. The tables, chairs, liquor containment structure and any other items associated with the restaurant use must be removed daily from the public right of way during the time when the restaurant is not open. The containment fencing may be left parallel against the front wall of the business frontage if collapsed.

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13. The business is responsible for keeping the licensed area clean and free of debris and food waste.
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15. The business may not utilize portable heating devices in the licensed area.
16. The business must operate entirely within the licensed premises and not encroach into the pedestrian way.
17. The business may not use umbrellas within the licensed premises.

### **After approval of the license but prior to utilizing the licensed area the business must provide the following.**

18. Proof of liability insurance in the amount of a minimum of \$1,000,000 with the Town of Crested Butte named as an additionally insured.
19. If applicable, authorization of liquor license premise modification to include the licensed area by the State of Colorado.
20. Payment of a licensed lease fee of \$3.00 per square foot.

## Permit Application and Report of Changes

**Current License Number** 4703492  
**All Answers Must Be Printed in Black Ink or Typewritten**  
**Local License Fee \$** 0

1. Applicant is a	Present License Number
<input type="checkbox"/> Corporation ..... <input type="checkbox"/> Individual <input type="checkbox"/> Partnership ..... <input checked="" type="checkbox"/> Limited Liability Company	4703492

2. Name of Licensee <u>B&amp;C Restaurants LLC</u>	3. Trade Name <u>Elk Ave Prime</u>
---	---------------------------------------

4. Location Address  
226 Elk Avenue

City <u>Crested Butte</u>	County <u>Gunnison</u>	ZIP <u>81224</u>
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**SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.**

Section A – Manager reg/change	Section C
<ul style="list-style-type: none"> <li>• License Account No. _____</li> <li><input type="checkbox"/> Manager's Registration (Hotel &amp; Restr.).....\$75.00</li> <li><input type="checkbox"/> Manager's Registration (Tavern).....\$75.00</li> <li><input type="checkbox"/> Manager's Registration (Lodging &amp; Entertainment).....\$75.00</li> <li><input type="checkbox"/> Change of Manager (Other Licenses pursuant to section 12-47-301(8), C.R.S.) NO FEE</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Retail Warehouse Storage Permit (ea).....\$100.00</li> <li><input type="checkbox"/> Wholesale Branch House Permit (ea) ..... 100.00</li> <li><input type="checkbox"/> Change Corp. or Trade Name Permit (ea) ..... 50.00</li> <li><input type="checkbox"/> Change Location Permit (ea)..... 150.00</li> <li><input checked="" type="checkbox"/> Change, Alter or Modify Premises \$150.00 x <u>2</u> Total Fee <u>\$300</u></li> <li><input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____</li> <li><input type="checkbox"/> Addition of Related Facility to Resort Complex \$75.00 x _____ Total Fee _____</li> <li><input type="checkbox"/> Tavern Conversion .....No Fee</li> </ul>
Section B – Duplicate License	
<ul style="list-style-type: none"> <li>• Liquor License No. _____</li> <li><input type="checkbox"/> Duplicate License ..... \$50.00</li> </ul>	

**Do Not Write in This Space – For Department of Revenue Use Only**

Date License Issued	License Account Number	Period

The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.	<b>TOTAL AMOUNT DUE</b>	\$ _____ .00
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# Instruction Sheet

For All Sections, Complete Questions 1-4 Located on Page 1

## Section A

**To Register or Change Managers**, check the appropriate box in section A and complete question 8 on page 4. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

## Section B

**For a Duplicate license**, be sure to include the liquor license number in section B on page 1 and proceed to page 4 for Oath of Applicant signature.

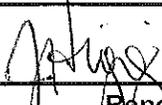
## Section C

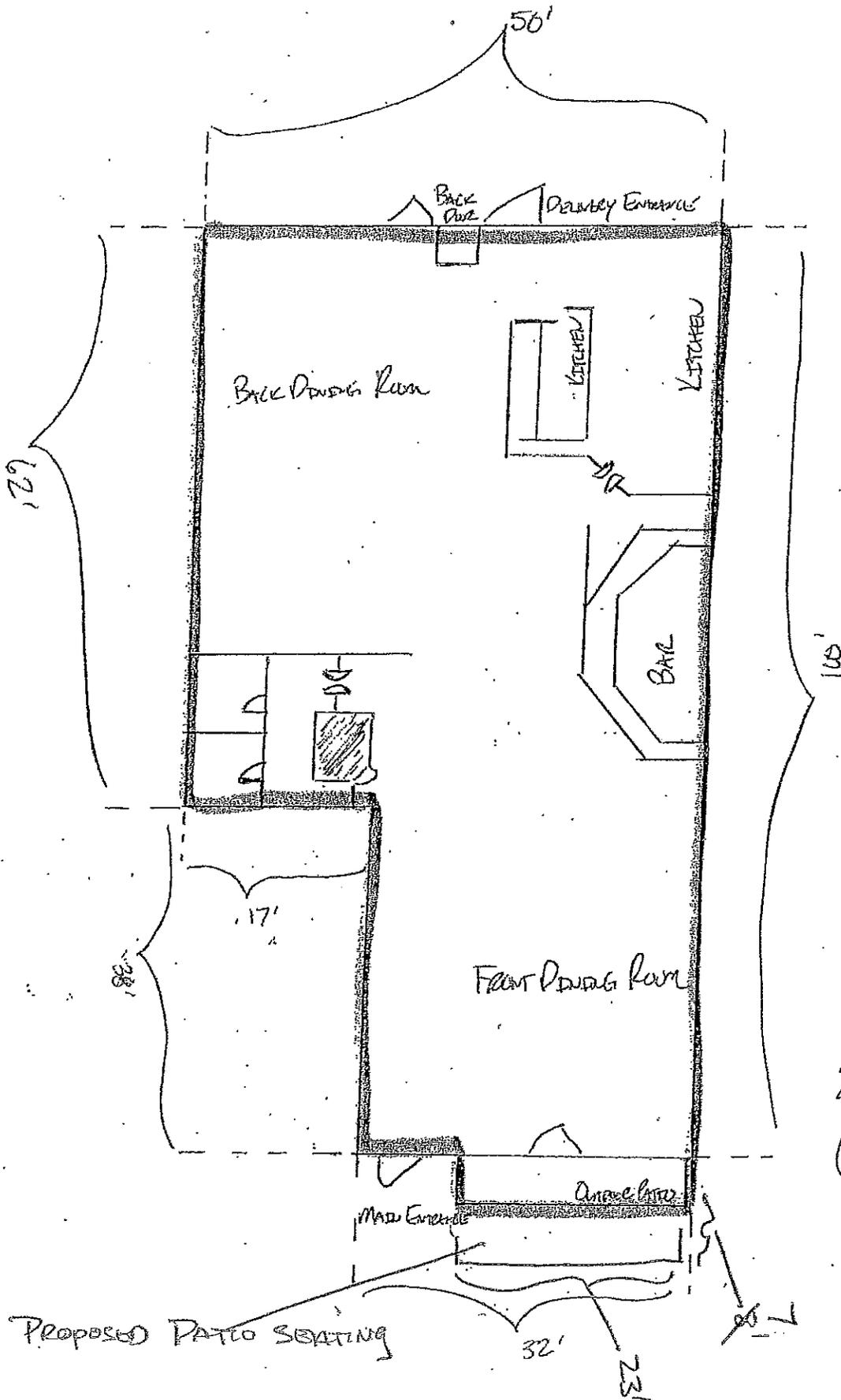
Check the appropriate box in section C and proceed below.

- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 2) **For a Wholesale Branch House Permit**, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
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- 4) **To modify Premise**, go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 5) **For Optional Premises or Related Facilities** go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 6) **To Change Location**, go to page 3 and complete question 7. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 7) **Tavern Conversion**, go to page 4 and complete questions 10. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. *\*(Must be completed by August 10, 2017, as the tavern conversion will no longer be permitted)*. Submit to Local Licensing Authority (city or county) for approval.

<b>Storage Permit</b>	<p><b>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</b></p> <p><input type="checkbox"/> <b>Retail Warehouse Permit for:</b></p> <p style="padding-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="padding-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> <b>Wholesalers Branch House Permit</b></p> <p>Address of storage premise: _____</p> <p>City _____, County _____, Zip _____</p> <p>Attach a deed/ lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.</p>				
<b>Change Trade Name or Corporate Name</b>	<p><b>6. Change of Trade Name or Corporation Name</b></p> <p><input type="checkbox"/> Change of Trade name / DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="padding-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="padding-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="padding-left: 20px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">Old Trade Name</td> <td style="width:50%;">New Trade Name</td> </tr> <tr> <td>Old Corporate Name</td> <td>New Corporate Name</td> </tr> </table>	Old Trade Name	New Trade Name	Old Corporate Name	New Corporate Name
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Change of Manager	<p><b>8. Change of Manager or to Register the Manager</b> of a Tavern, Hotel and Restaurant, Lodging &amp; Entertainment liquor license or licenses pursuant to section 12-47-301(8).</p> <p>(a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging &amp; Entertainment only)          Former manager's name _____          New manager's name _____</p> <p>(b) Date of Employment _____          Has manager ever managed a liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/>          Does manager have a financial interest in any other liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/>          If yes, give name and location of establishment _____</p>
Modify Premises or Addition of Optional Premises or Related Facility	<p><b>9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility</b></p> <p>NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed <u>extend patio seating to serve food &amp; alcohol - seasonal sidewalk seating</u></p> <p>(b) If the modification is temporary, when will the proposed change:          Start <u>05/26/2017</u> (mo/day/year) End <u>10/15/2017</u> (mo/day/year)</p> <p>NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?          (If yes, explain in detail and describe any exemptions that apply) ..... Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(d) Is the proposed change in compliance with local building and zoning laws? ..... Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises?          ..... <u>N/A</u> Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification. <u>N/A</u></p>
Tavern Conversion	<p><b>10. Tavern Conversion</b></p> <p>(Note* Must be completed by August 10, 2017 as the Tavern conversion will no longer be permitted. Only Tavern licenses issued before August 10, 2016, that do not fit the definition of a tavern as defined in section 12-47-103(38), C.R.S. may convert to a different license type.) Please pick one of the following choices:</p> <p>(a) I wish to convert my existing Tavern Liquor License # _____ to a Lodging and Entertainment Liquor License?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(b) I wish to convert my existing Tavern Liquor License # _____ to a _____ Liquor License?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p>

<b>Oath of Applicant</b>		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge		
Signature 	Title President	Date 4/1/17
<b>Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)</b>		
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 applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended. <b>Therefore, This Application is Approved.</b>		
Local Licensing Authority (City or County)		Date filed with Local Authority
Signature	Title	Date
<b>Report of STATE Licensing Authority</b>		
The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.		
Signature	Title	Date



Elk Ave Prime  
 226 Elk Ave  
 Crested Butte, CO  
 81224

Elk Ave



B&CREST-01

MARIP

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/30/2017

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).

<b>PRODUCER</b> Mountain West In & Fin Serv LLC 100 E. Victory Way Craig, CO 81625	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (970) 824-8185 E-MAIL ADDRESS:	<b>FAX (A/C, No):</b> (970) 824-8188
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> B & C Restaurants, LLC dba Elk Ave Prime PO Box 1394 Crested Butte, CO 81224	<b>INSURER A:</b> Liberty Mutual Insurance <b>NAIC #</b> 41785	
	<b>INSURER B:</b> Pinnacle Assurance <b>NAIC #</b> 41190	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

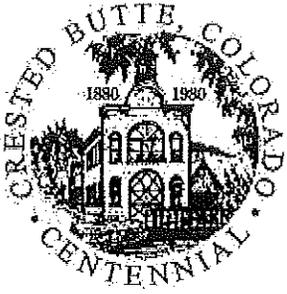
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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	BKS56797284	08/21/2016	08/21/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <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 RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y	4176508	09/01/2016	09/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	<b>Liquor Liability</b>			BKS56797284	08/21/2016	08/21/2017	<b>Liquor Liability</b> \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder is an additional insured on the general liability policy as required by written contract or agreement

<b>CERTIFICATE HOLDER</b> Town of Crested Butte PO Box 39 Crested Butte, CO 81224	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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# Application for Revocable License for Restaurant/Bar Seating on Public Sidewalks 2017

Date: 4/5/17 Square Footage: 240 Fee Paid: \$720

Business Name: <sup>DBA</sup> Secret Stash - Vertigo VENUES LLC  
Owner: Kyleena Falzone - Graceffa  
Address: 303 Elk Ave. PO Box 205 Block 22 Lot 1721  
Contact: Carson West Crested Butte, CO 81224  
Phone #: 970-349-6245 Cell # 209-419-2930  
E-mail address: carson.stash@gmail.com

Property Owner: J+K Holdings  
Address: 303 Elk Ave. PO Box 205  
Phone #: 970-209-5159 (KY) Cell # \_\_\_\_\_  
E-mail address: Kyleenacb@gmail.com

Is it the intent to serve alcohol on the licensed premises  Yes  No

[If yes, fill out the attached liquor license permit application and report of change and return with application with the required state fee. If the license is not granted this fee will be returned to the applicant.]

Please attach a map of the requested seating area (see attached example). The map should be to scale and no smaller than 1/8 of an inch to a foot with dimensions noted. The map should show the table and chair layout, the adjacent pedestrian area and at least ten feet on either side of the requested licensed area showing access to the pedestrian area. Show the percent grade on any adjacent brick areas used for the pedestrian area. A containment structure (fencing) location which separates the license area from the pedestrian way should also be shown on the map and a separate detail of what is proposed for the containment structure should be provided.

I have read the reverse side of this form which lists the limitations and requirements for securing the license and I agree to abide by the terms and limitation of the license where granted. I understand that failure to abide by these requirements is grounds for immediate revocation of the license. I certify that all information provided herein is accurate. I understand that this application is for a discretionary license which may or may not be granted by the Town.

Kyleena Falzone 4/7/17  
Applicant Signature and Title owner Date

## Conditions Applicable to License

### In order to apply for a license the business must meet the following criteria.

1. The business must have a valid conditional use permit and business license for a restaurant/bar issued by the Town of Crested Butte.
2. The business must have direct first floor frontage adjacent to the hard surfaced sidewalk on Elk Avenue.

### The requested licensed area must meet the following criteria.

3. The licensed area must be directly adjacent to the appurtenant business frontage.
4. The licensed area may not restrict the public right of way in a manner that leaves less than seven feet of hard surfaced area for pedestrian travel. There must be at least three feet adjacent to any parallel parking adjacent to the pedestrian way. There must be at least an additional four feet of hard surfaced pedestrian surface with a cross slope of no greater than 2% for handicap accessibility. The two areas are mutually exclusive. The pedestrian way may not be obstructed by impediments such as light poles, trash cans, flower boxes or bike racks and access to the pedestrian way must also be at least seven feet wide and meet the accessibility requirements.
5. The maximum depth of the license area onto public property may measure no more than seven (7) feet.
6. The licensed area may not be wider than the business frontage on the first floor adjacent to the Elk Avenue sidewalk.
7. The seating area may not be larger than the interior seating area of the restaurant.
8. The containment barrier must be 42 inches tall with rigid top rails attached to self supporting stanchions and be constructed of durable attractive materials. If decorative materials are attached to the top rails or stanchions they must incorporate substantial openings throughout to allow viewing into the site. Barriers that are solid in body (i.e. stretched fabric, plexiglass, see-through mesh, etc.) are not permissible." Commercial advertising shall not be incorporated into the barrier design.

### Restrictions on time of use of the licensed area are as follows.

9. The dates of the license shall be from the Friday prior to Memorial Day to October 15 of the current calendar year.
10. The licensed area may not be utilized during July 4<sup>th</sup>. The Town Council may place additional restrictions depending on special events requested.
11. The tables, chairs, liquor containment structure and any other items associated with the restaurant use must be removed daily from the public right of way during the time when the restaurant is not open. The containment fencing may be left parallel against the front wall of the business frontage if collapsed.

### The business must adhere to the following rules and regulations.

12. Above criteria shall be reviewed by the Town and deemed compliant prior to licensing.
13. The business is responsible for keeping the licensed area clean and free of debris and food waste.
14. The business may not make permanent changes to or damage the licensed area including but not limited to drilling into the public sidewalk.
15. The business may not utilize portable heating devices in the licensed area.
16. The business must operate entirely within the licensed premises and not encroach into the pedestrian way.
17. The business may not use umbrellas within the licensed premises.

### After approval of the license but prior to utilizing the licensed area the business must provide the following.

18. Proof of liability insurance in the amount of a minimum of \$1,000,000 with the Town of Crested Butte named as an additionally insured.
19. If applicable, authorization of liquor license premise modification to include the licensed area by the State of Colorado.
20. Payment of a licensed lease fee of \$3.00 per square foot.

## Permit Application and Report of Changes

**Current License Number** 42200640000  
**All Answers Must Be Printed in Black Ink or Typewritten**  
**Local License Fee** \$ Ø

1. Applicant is a <input type="checkbox"/> Corporation ..... <input type="checkbox"/> Individual <input type="checkbox"/> Partnership ..... <input checked="" type="checkbox"/> Limited Liability Company	Present License Number <u>42200640000</u>
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2. Name of Licensee <u>Vertigo Ventures LLC</u>	3. Trade Name <u>Secret Stash / Red Room</u>
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4. Location Address  
303 Elk Ave.

City <u>Crested Butte</u>	County <u>CO.</u>	ZIP <u>81224</u>
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**SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.**

Section A – Manager reg/change	Section C
<ul style="list-style-type: none"> <li>• License Account No. _____</li> <li><input type="checkbox"/> Manager's Registration (Hotel &amp; Restr.) .....\$75.00</li> <li><input type="checkbox"/> Manager's Registration (Tavern).....\$75.00</li> <li><input type="checkbox"/> Manager's Registration (Lodging &amp; Entertainment).....\$75.00</li> <li><input type="checkbox"/> Change of Manager (Other Licenses pursuant to section 12-47-301(8), C.R.S.) NO FEE</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Retail Warehouse Storage Permit (ea).....\$100.00</li> <li><input type="checkbox"/> Wholesale Branch House Permit (ea) ..... 100.00</li> <li><input type="checkbox"/> Change Corp. or Trade Name Permit (ea) ..... 50.00</li> <li><input type="checkbox"/> Change Location Permit (ea)..... 150.00</li> <li><input checked="" type="checkbox"/> Change, Alter or Modify Premises \$150.00 x <u>2</u>                      Total Fee <u>\$300</u></li> <li><input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____                      Total Fee _____</li> <li><input type="checkbox"/> Addition of Related Facility to Resort Complex \$75.00 x _____                      Total Fee _____</li> <li><input type="checkbox"/> Tavern Conversion .....No Fee</li> </ul>
Section B – Duplicate License	
<ul style="list-style-type: none"> <li>• Liquor License No. _____</li> <li><input type="checkbox"/> Duplicate License ..... \$50.00</li> </ul>	

**Do Not Write in This Space – For Department of Revenue Use Only**

Date License Issued	License Account Number	Period
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The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.	<b>TOTAL AMOUNT DUE</b>	\$ <u>300.00</u>
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# Instruction Sheet

For All Sections, Complete Questions 1-4 Located on Page 1

**Section A**

**To Register or Change Managers**, check the appropriate box in section A and complete question 8 on page 4. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

**Section B**

**For a Duplicate license**, be sure to include the liquor license number in section B on page 1 and proceed to page 4 for Oath of Applicant signature.

**Section C**

Check the appropriate box in section C and proceed below.

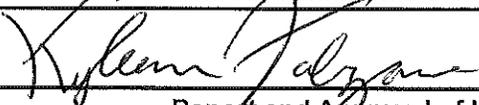
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<b>Storage Permit</b>	<p><b>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</b></p> <p><input type="checkbox"/> <b>Retail Warehouse Permit for:</b></p> <p style="margin-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="margin-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> <b>Wholesalers Branch House Permit</b></p> <p>Address of storage premise: _____</p> <p>City _____, County _____, Zip _____</p> <p>Attach a deed/ lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.</p>
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<b>Change Trade Name or Corporate Name</b>	<p><b>6. Change of Trade Name or Corporation Name</b></p> <p><input type="checkbox"/> Change of Trade name / DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="margin-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="margin-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="margin-left: 20px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p>								
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Old Trade Name	New Trade Name								
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<b>Change of Manager</b>	<p><b>8. Change of Manager</b> or to <b>Register the Manager</b> of a Tavern, Hotel and Restaurant, Lodging &amp; Entertainment liquor license or licenses pursuant to section 12-47-301(8).</p> <p>(a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging &amp; Entertainment only)          Former manager's name _____          New manager's name _____</p> <p>(b) Date of Employment _____          Has manager ever managed a liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/>          Does manager have a financial interest in any other liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/>          If yes, give name and location of establishment _____</p>
<b>Modify Premises or Addition of Optional Premises or Related Facility</b>	<p><b>9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility</b></p> <p>NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed <u>Sidewalk Seating for the Summer Season</u></p> <p>(b) <b>If the modification is temporary</b>, when will the proposed change:          Start <u>05/26/2017</u> (mo/day/year) End <u>10/15/2017</u> (mo/day/year)          NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?          (If yes, explain in detail and describe any exemptions that apply) ..... Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(d) Is the proposed change in compliance with local building and zoning laws? ..... Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises?          ..... Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification. <u>NIA</u></p>
<b>Tavern Conversion</b>	<p><b>10. Tavern Conversion</b></p> <p>(Note* Must be completed by August 10, 2017 as the Tavern conversion will no longer be permitted. Only Tavern licenses issued before August 10, 2016, that do not fit the definition of a tavern as defined in section 12-47-103(38), C.R.S. may convert to a different license type.) Please pick one of the following choices:</p> <p>(a) I wish to convert my existing Tavern Liquor License # _____ to a Lodging and Entertainment Liquor License?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(b) I wish to convert my existing Tavern Liquor License # _____ to a _____ Liquor License?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p>

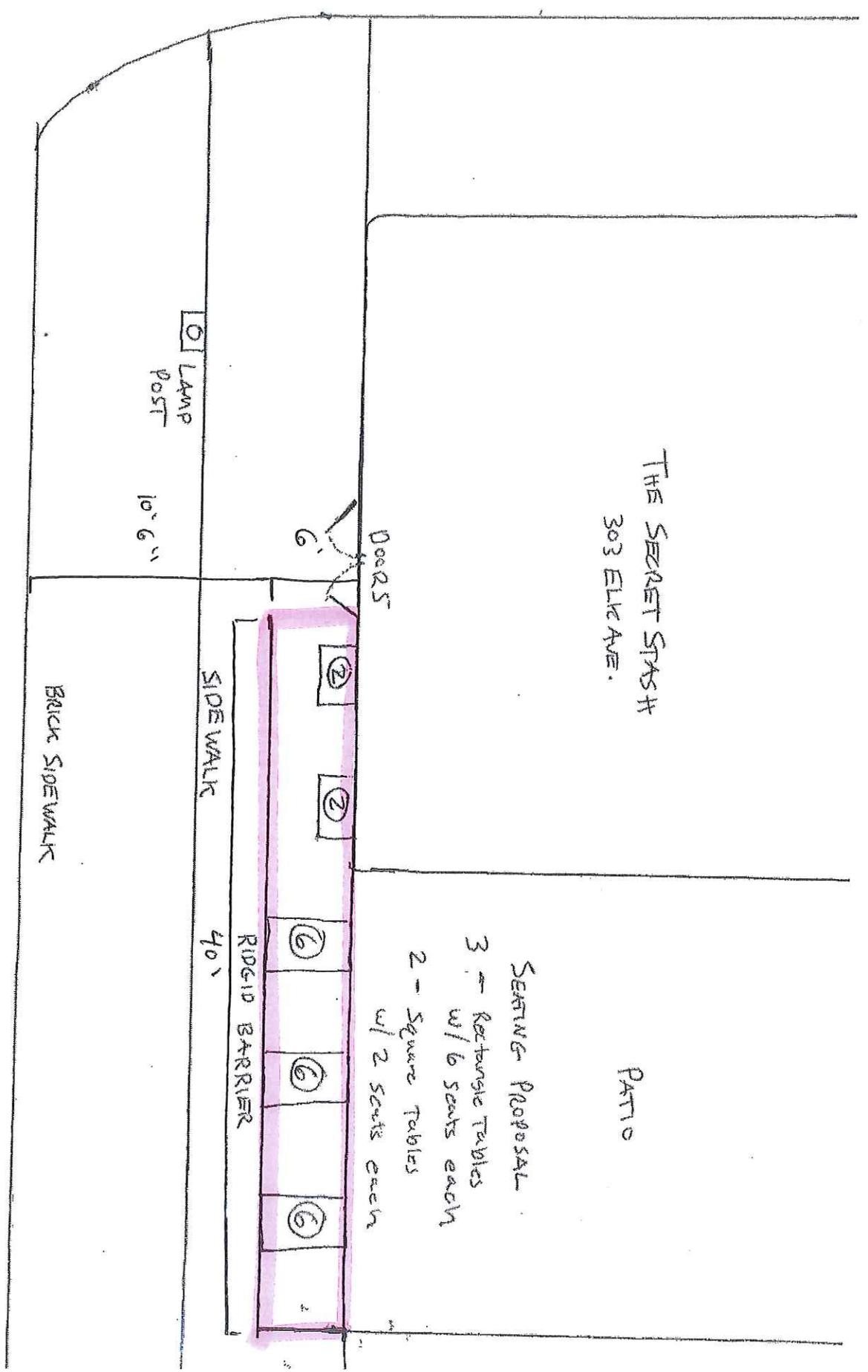
<b>Oath of Applicant</b>		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge		
Signature 	Title owner	Date 4/7/17
<b>Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)</b>		
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 applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended. <b>Therefore, This Application is Approved.</b>		
Local Licensing Authority (City or County)		Date filed with Local Authority
Signature	Title	Date
<b>Report of STATE Licensing Authority</b>		
The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.		
Signature	Title	Date

THIRD STREET

THE SECRET SPASH  
303 ELK AVE.

PATIO

SEATING PROPOSAL  
3 - Rectangle Tables  
w/ 6 seats each  
2 - Square Tables  
w/ 2 seats each



ELK AVE.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/7/2017

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

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

<b>PRODUCER</b> Kysar Millennium Leavitt Insurance Agency, Inc. 72 Suttle Street Suite L Durango CO 81303		<b>CONTACT NAME:</b> Melanie Watson <b>PHONE (A/C, No, Ext):</b> (970)259-7966 <b>FAX (A/C, No):</b> (970)259-4915 <b>E-MAIL ADDRESS:</b> melanie-watson@leavitt.com	
<b>INSURED</b> Vertigo Ventures, LLC, DBA: Secret Stash PO Box 205 Crested Butte CO 81224		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Cincinnati Insurance Company <b>INSURER B:</b> Employers Insurance Group <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 10677 21458	

**COVERAGES**                      **CERTIFICATE NUMBER:**16/17 GL LL WC                      **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/SUBR INSD WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ECP0334569	6/19/2016	6/19/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 Liquor Liability \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	EIG224332401	6/20/2016	6/20/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	<b>Liquor Liability</b>		ECP0334569	6/19/2016	6/19/2017	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is an Additional Insured with respects to General Liability when required by written contract regarding their interest in the operations of the Named Insured.

<b>CERTIFICATE HOLDER</b> 19703496626@efaxsend.com  Town of Crested Butte PO Box 39 Crested Butte, CO 81224	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Melanie Watson/MEWATS <i>Melanie Watson</i>
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# Application for Revocable License for Restaurant/Bar Seating on Public Sidewalks 2017

Date: 4-6-17 Square Footage: 130 Fee Paid: \$390

Business Name: Teocalli Tamale Company  
Owner: Michael Burke & Andrew Menzies  
Address: 311 1/2 Elk Ave Crested Butte CO Block 22 Lot 22  
Contact: Mike Burke  
Phone #: 970 596 4222 Cell #: 970 596 4222  
E-mail address: bluegrassburke@hotmail.com

Property Owner: Larry Dunn - Purple Mtn. Properties  
Address: POB 425 Crested Butte CO 81224  
Phone #: 349 5648 Cell #: 602 738 6089  
E-mail address: N/A

Is it the intent to serve alcohol on the licensed premises  Yes  No

[If yes, fill out the attached liquor license permit application and report of change and return with application with the required state fee. If the license is not granted this fee will be returned to the applicant.]

Please attach a map of the requested seating area (see attached example). The map should be to scale and no smaller than 1/8 of an inch to a foot with dimensions noted. The map should show the table and chair layout, the adjacent pedestrian area and at least ten feet on either side of the requested licensed area showing access to the pedestrian area. Show the percent grade on any adjacent brick areas used for the pedestrian area. A containment structure (fencing) location which separates the license area from the pedestrian way should also be shown on the map and a separate detail of what is proposed for the containment structure should be provided.

I have read the reverse side of this form which lists the limitations and requirements for securing the license and I agree to abide by the terms and limitation of the license where granted. I understand that failure to abide by these requirements is grounds for immediate revocation of the license. I certify that all information provided herein is accurate. I understand that this application is for a discretionary license which may or may not be granted by the Town.

 President  
Applicant Signature and Title

4-6-17  
Date

## Conditions Applicable to License

### In order to apply for a license the business must meet the following criteria.

1. The business must have a valid conditional use permit and business license for a restaurant/bar issued by the Town of Crested Butte.
2. The business must have direct first floor frontage adjacent to the hard surfaced sidewalk on Elk Avenue.

### The requested licensed area must meet the following criteria.

3. The licensed area must be directly adjacent to the appurtenant business frontage.
4. The licensed area may not restrict the public right of way in a manner that leaves less than seven feet of hard surfaced area for pedestrian travel. There must be at least three feet adjacent to any parallel parking adjacent to the pedestrian way. There must be at least an additional four feet of hard surfaced pedestrian surface with a cross slope of no greater than 2% for handicap accessibility. The two areas are mutually exclusive. The pedestrian way may not be obstructed by impediments such as light poles, trash cans, flower boxes or bike racks and access to the pedestrian way must also be at least seven feet wide and meet the accessibility requirements.
5. The maximum depth of the license area onto public property may measure no more than seven (7) feet.
6. The licensed area may not be wider than the business frontage on the first floor adjacent to the Elk Avenue sidewalk.
7. The seating area may not be larger than the interior seating area of the restaurant.
8. The containment barrier must be 42 inches tall with rigid top rails attached to self supporting stanchions and be constructed of durable attractive materials. If decorative materials are attached to the top rails or stanchions they must incorporate substantial openings throughout to allow viewing into the site. Barriers that are solid in body (i.e. stretched fabric, plexiglass, see-through mesh, etc.) are not permissible." Commercial advertising shall not be incorporated into the barrier design.

### Restrictions on time of use of the licensed area are as follows.

9. The dates of the license shall be from the Friday prior to Memorial Day to October 15 of the current calendar year.
10. The licensed area may not be utilized during July 4<sup>th</sup>. The Town Council may place additional restrictions depending on special events requested.
11. The tables, chairs, liquor containment structure and any other items associated with the restaurant use must be removed daily from the public right of way during the time when the restaurant is not open. The containment fencing may be left parallel against the front wall of the business frontage if collapsed.

### The business must adhere to the following rules and regulations.

12. Above criteria shall be reviewed by the Town and deemed compliant prior to licensing.
13. The business is responsible for keeping the licensed area clean and free of debris and food waste.
14. The business may not make permanent changes to or damage the licensed area including but not limited to drilling into the public sidewalk.
15. The business may not utilize portable heating devices in the licensed area.
16. The business must operate entirely within the licensed premises and not encroach into the pedestrian way.
17. The business may not use umbrellas within the licensed premises.

### After approval of the license but prior to utilizing the licensed area the business must provide the following.

18. Proof of liability insurance in the amount of a minimum of \$1,000,000 with the Town of Crested Butte named as an additionally insured.
19. If applicable, authorization of liquor license premise modification to include the licensed area by the State of Colorado.
20. Payment of a licensed lease fee of \$3.00 per square foot.

## Permit Application and Report of Changes

Current License Number 4703984

All Answers Must Be Printed in Black Ink or Typewritten

Local License Fee \$ 0

1. Applicant is a <input checked="" type="checkbox"/> Corporation ..... <input type="checkbox"/> Individual <input type="checkbox"/> Partnership ..... <input type="checkbox"/> Limited Liability Company	Present License Number  <div style="font-size: 1.2em; text-align: center;">4703984</div>
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2. Name of Licensee <div style="font-size: 1.2em; text-align: center;">Teocalli Tamale Company</div>	3. Trade Name <div style="font-size: 1.2em; text-align: center;">Teocalli Tamale</div>
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4. Location Address  

311 1/2 Elk Ave

City <div style="font-size: 1.2em; text-align: center;">Crested Butte</div>	County <div style="font-size: 1.2em; text-align: center;">Gunnison</div>	ZIP <div style="font-size: 1.2em; text-align: center;">81224</div>
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**SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.**

Section A – Manager reg/change	Section C
<ul style="list-style-type: none"> <li>• License Account No. _____</li> <li><input type="checkbox"/> Manager's Registration (Hotel &amp; Restr.) .....\$75.00</li> <li><input type="checkbox"/> Manager's Registration (Tavern) .....\$75.00</li> <li><input type="checkbox"/> Manager's Registration (Lodging &amp; Entertainment) .....\$75.00</li> <li><input type="checkbox"/> Change of Manager (Other Licenses pursuant to section 12-47-301(8), C.R.S.) NO FEE</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Retail Warehouse Storage Permit (ea).....\$100.00</li> <li><input type="checkbox"/> Wholesale Branch House Permit (ea) ..... 100.00</li> <li><input type="checkbox"/> Change Corp. or Trade Name Permit (ea) ..... 50.00</li> <li><input type="checkbox"/> Change Location Permit (ea) ..... 150.00</li> <li><input checked="" type="checkbox"/> Change, Alter or Modify Premises \$150.00 x <u>2</u> Total Fee <u>\$300</u></li> <li><input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____</li> <li><input type="checkbox"/> Addition of Related Facility to Resort Complex \$75.00 x _____ Total Fee _____</li> <li><input type="checkbox"/> Tavern Conversion .....No Fee</li> </ul>
Section B – Duplicate License	
<ul style="list-style-type: none"> <li>• Liquor License No. _____</li> <li><input type="checkbox"/> Duplicate License ..... \$50.00</li> </ul>	

**Do Not Write in This Space – For Department of Revenue Use Only**

Date License Issued	License Account Number	Period
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The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.

<b>TOTAL AMOUNT DUE</b>	\$	.00
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# Instruction Sheet

For All Sections, Complete Questions 1-4 Located on Page 1

**Section A**

**To Register or Change Managers**, check the appropriate box in section A and complete question 8 on page 4. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

**Section B**

**For a Duplicate license**, be sure to include the liquor license number in section B on page 1 and proceed to page 4 for Oath of Applicant signature.

**Section C**

Check the appropriate box in section C and proceed below.

- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 2) **For a Wholesale Branch House Permit**, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 3) **To Change Trade Name or Corporation Name**, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 4) **To modify Premise**, go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 5) **For Optional Premises or Related Facilities** go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 6) **To Change Location**, go to page 3 and complete question 7. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 7) **Tavern Conversion**, go to page 4 and complete questions 10. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. *\*(Must be completed by August 10, 2017, as the tavern conversion will no longer be permitted)*. Submit to Local Licensing Authority (city or county) for approval.

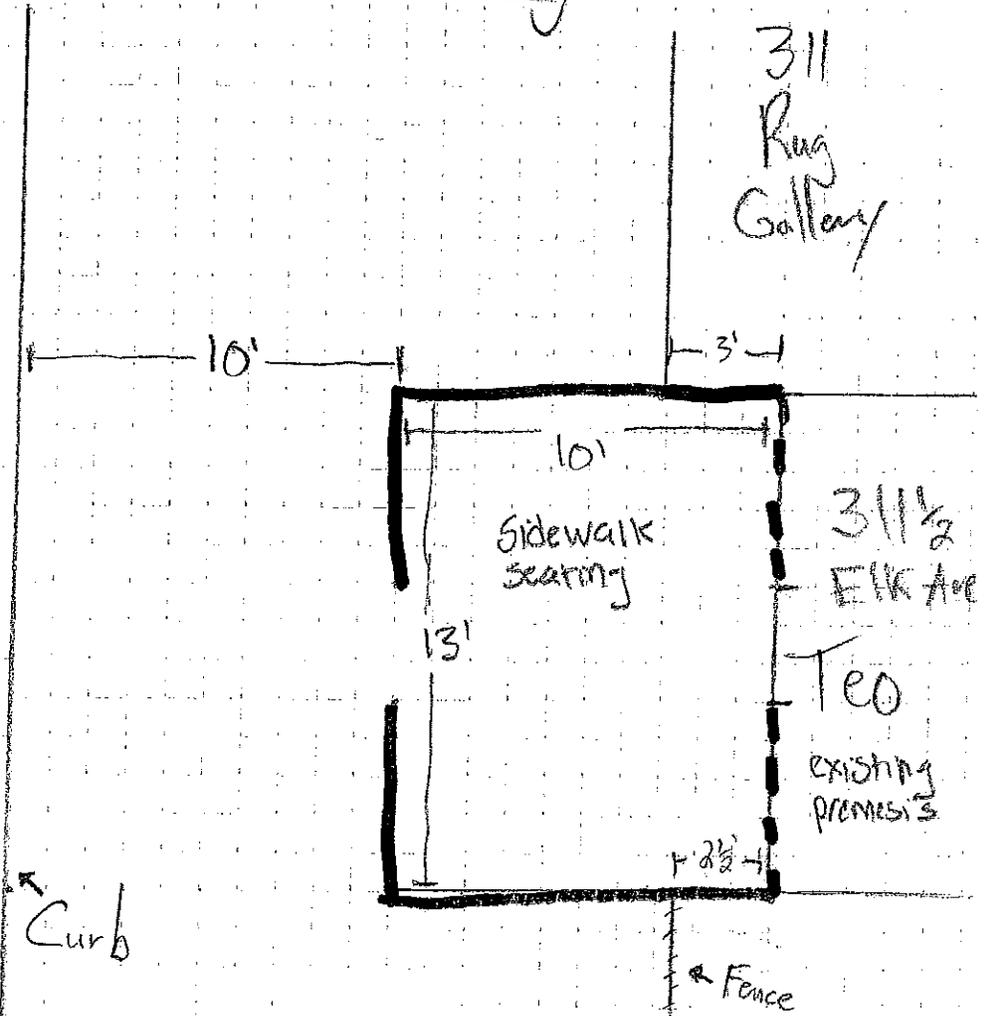
<b>Storage Permit</b>	<p><b>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</b></p> <p><input type="checkbox"/> <b>Retail Warehouse Permit for:</b></p> <p style="margin-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="margin-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> <b>Wholesalers Branch House Permit</b></p> <p>Address of storage premise: _____</p> <p>City _____, County _____, Zip _____</p> <p>Attach a deed/ lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.</p>									
<b>Change Trade Name or Corporate Name</b>	<p><b>6. Change of Trade Name or Corporation Name</b></p> <p><input type="checkbox"/> Change of Trade name / DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="margin-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="margin-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="margin-left: 20px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">Old Trade Name</td> <td style="width:50%;">New Trade Name</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>Old Corporate Name</td> <td>New Corporate Name</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>		Old Trade Name	New Trade Name			Old Corporate Name	New Corporate Name		
Old Trade Name	New Trade Name									
Old Corporate Name	New Corporate Name									
<b>Change of Location</b>	<p><b>7. Change of Location</b></p> <p><b>NOTE TO RETAIL LICENSEES:</b> An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 12-47-311 (1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.</p> <p><b>Date filed with Local Authority</b> _____ <b>Date of Hearing</b> _____</p> <p>(a) Address of current premises _____</p> <p style="margin-left: 20px;">City _____ County _____ Zip _____</p> <p>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p style="margin-left: 20px;">Address _____</p> <p style="margin-left: 20px;">City _____ County _____ Zip _____</p> <p>(c) New mailing address if applicable.</p> <p style="margin-left: 20px;">Address _____</p> <p style="margin-left: 20px;">City _____ County _____ State _____ Zip _____</p> <p>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.</p>									

Change of Manager	<p><b>8. Change of Manager or to Register the Manager</b> of a Tavern, Hotel and Restaurant, Lodging &amp; Entertainment liquor license or licenses pursuant to section 12-47-301(8).</p> <p>(a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging &amp; Entertainment only)          Former manager's name _____          New manager's name _____</p> <p>(b) Date of Employment _____          Has manager ever managed a liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/>          Does manager have a financial interest in any other liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/>          If yes, give name and location of establishment _____</p>
Modify Premises or Addition of Optional Premises or Related Facility	<p><b>9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility</b></p> <p>NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed <u>Summer Sidewalk Seating</u></p> <p>(b) If the modification is temporary, when will the proposed change:          Start <u>05/26/2017</u> (mo/day/year) End <u>10/15/2017</u> (mo/day/year)          NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?          (If yes, explain in detail and describe any exemptions that apply) ..... Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(d) Is the proposed change in compliance with local building and zoning laws? ..... Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises?          ..... <u>N/A</u> Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification. <u>N/A</u></p>
Tavern Conversion	<p><b>10. Tavern Conversion</b></p> <p>(Note* Must be completed by August 10, 2017 as the Tavern conversion will no longer be permitted. Only Tavern licenses issued before August 10, 2016, that do not fit the definition of a tavern as defined in section 12-47-103(38), C.R.S. may convert to a different license type.) Please pick one of the following choices:</p> <p>(a) I wish to convert my existing Tavern Liquor License # _____ to a Lodging and Entertainment Liquor License?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(b) I wish to convert my existing Tavern Liquor License # _____ to a _____ Liquor License?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p>

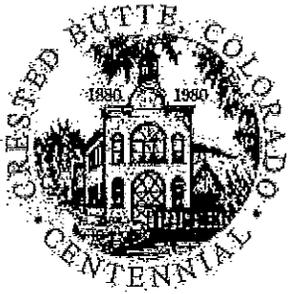
<b>Oath of Applicant</b>		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge		
Signature 	Title President	Date 4-6-17
<b>Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)</b>		
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 applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended. <b>Therefore, This Application is Approved.</b>		
Local Licensing Authority (City or County)		Date filed with Local Authority
Signature	Title	Date
<b>Report of STATE Licensing Authority</b>		
The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.		
Signature	Title	Date

Teocalli; Tamale  
Outdoor Seating

311  
Rug  
Gallery







# Application for Revocable License for Restaurant/Bar Seating on Public Sidewalks 2017

Date: 4-28-17 Square Footage: 102 Fee Paid: 306-

Business Name: Bermuda Ltd DBA Talk of the Town  
 Owner: Joel Lewis  
 Address: 230 Elk Ave <sup>Crested Butte Co</sup> Block 28 Lot 15  
 Contact: Joel Lewis  
 Phone #: 2751644 Cell # Same  
 E-mail address: cbmotorfeed@gmail.com

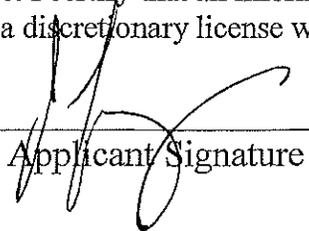
Property Owner: Donner Lewis  
 Address: 1750 County Rd 730 Gunnison CO 81230  
 Phone #: 970-596-4226 Cell # 970-596-4226  
 E-mail address: donner-lewis@gmail.com

Is it the intent to serve alcohol on the licensed premises  Yes  No

[If yes, fill out the attached liquor license permit application and report of change and return with application with the required state fee. If the license is not granted this fee will be returned to the applicant.]

Please attach a map of the requested seating area (see attached example). The map should be to scale and no smaller than 1/8 of an inch to a foot with dimensions noted. The map should show the table and chair layout, the adjacent pedestrian area and at least ten feet on either side of the requested licensed area showing access to the pedestrian area. Show the percent grade on any adjacent brick areas used for the pedestrian area. A containment structure (fencing) location which separates the license area from the pedestrian way should also be shown on the map and a separate detail of what is proposed for the containment structure should be provided.

I have read the reverse side of this form which lists the limitations and requirements for securing the license and I agree to abide by the terms and limitation of the license where granted. I understand that failure to abide by these requirements is grounds for immediate revocation of the license. I certify that all information provided herein is accurate. I understand that this application is for a discretionary license which may or may not be granted by the Town.

 Donner 4-28-17  
 Applicant Signature and Title Date

## Conditions Applicable to License

### **In order to apply for a license the business must meet the following criteria.**

1. The business must have a valid conditional use permit and business license for a restaurant/bar issued by the Town of Crested Butte.
2. The business must have direct first floor frontage adjacent to the hard surfaced sidewalk on Elk Avenue.

### **The requested licensed area must meet the following criteria.**

3. The licensed area must be directly adjacent to the appurtenant business frontage.
4. The licensed area may not restrict the public right of way in a manner that leaves less than seven feet of hard surfaced area for pedestrian travel. There must be at least three feet adjacent to any parallel parking adjacent to the pedestrian way. There must be at least an additional four feet of hard surfaced pedestrian surface with a cross slope of no greater than 2% for handicap accessibility. The two areas are mutually exclusive. The pedestrian way may not be obstructed by impediments such as light poles, trash cans, flower boxes or bike racks and access to the pedestrian way must also be at least seven feet wide and meet the accessibility requirements.
5. The maximum depth of the license area onto public property may measure no more than seven (7) feet.
6. The licensed area may not be wider than the business frontage on the first floor adjacent to the Elk Avenue sidewalk.
7. The seating area may not be larger than the interior seating area of the restaurant.
8. The containment barrier must be 42 inches tall with rigid top rails attached to self supporting stanchions and be constructed of durable attractive materials. If decorative materials are attached to the top rails or stanchions they must incorporate substantial openings throughout to allow viewing into the site. Barriers that are solid in body (i.e. stretched fabric, plexiglass, see-through mesh, etc.) are not permissible." Commercial advertising shall not be incorporated into the barrier design.

### **Restrictions on time of use of the licensed area are as follows.**

9. The dates of the license shall be from the Friday prior to Memorial Day to October 15 of the current calendar year.
10. The licensed area may not be utilized during July 4<sup>th</sup>. The Town Council may place additional restrictions depending on special events requested.
11. The tables, chairs, liquor containment structure and any other items associated with the restaurant use must be removed daily from the public right of way during the time when the restaurant is not open. The containment fencing may be left parallel against the front wall of the business frontage if collapsed.

### **The business must adhere to the following rules and regulations.**

12. Above criteria shall be reviewed by the Town and deemed compliant prior to licensing.
13. The business is responsible for keeping the licensed area clean and free of debris and food waste.
14. The business may not make permanent changes to or damage the licensed area including but not limited to drilling into the public sidewalk.
15. The business may not utilize portable heating devices in the licensed area.
16. The business must operate entirely within the licensed premises and not encroach into the pedestrian way.
17. The business may not use umbrellas within the licensed premises.

### **After approval of the license but prior to utilizing the licensed area the business must provide the following.**

18. Proof of liability insurance in the amount of a minimum of \$1,000,000 with the Town of Crested Butte named as an additionally insured.
19. If applicable, authorization of liquor license premise modification to include the licensed area by the State of Colorado.
20. Payment of a licensed lease fee of \$3.00 per square foot.

## Permit Application and Report of Changes

Current License Number 15635360000  
 All Answers Must Be Printed in Black Ink or Typewritten  
 Local License Fee \$ 0

1. Applicant is a	Present License Number
<input type="checkbox"/> Corporation ..... <input type="checkbox"/> Individual <input type="checkbox"/> Partnership..... <input checked="" type="checkbox"/> Limited Liability Company	<u>15635360000</u>

2. Name of Licensee <u>Barnuda Ltd.</u>	3. Trade Name <u>Talk of the Town</u>
--	--

4. Location Address  
230 Elk Ave

City <u>Crested Butte Co.</u>	County <u>Gunnison</u>	ZIP <u>81224</u>
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**SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.**

Section A – Manager reg/change	Section C
<ul style="list-style-type: none"> <li>• License Account No. _____</li> <li><input type="checkbox"/> Manager's Registration (Hotel &amp; Restr.).....\$75.00</li> <li><input type="checkbox"/> Manager's Registration (Tavern).....\$75.00</li> <li><input type="checkbox"/> Manager's Registration (Lodging &amp; Entertainment).....\$75.00</li> <li><input type="checkbox"/> Change of Manager (Other Licenses pursuant to section 12-47-301(8), C.R.S.) NO FEE</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Retail Warehouse Storage Permit (ea).....\$100.00</li> <li><input type="checkbox"/> Wholesale Branch House Permit (ea) ..... 100.00</li> <li><input type="checkbox"/> Change Corp. or Trade Name Permit (ea) ..... 50.00</li> <li><input type="checkbox"/> Change Location Permit (ea)..... 150.00</li> <li><input checked="" type="checkbox"/> Change, Alter or Modify Premises \$150.00 x <u>2</u> Total Fee <u>\$300</u></li> <li><input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____</li> <li><input type="checkbox"/> Addition of Related Facility to Resort Complex \$75.00 x _____ Total Fee _____</li> <li><input type="checkbox"/> Tavern Conversion .....No Fee</li> </ul>
Section B – Duplicate License	
<ul style="list-style-type: none"> <li>• Liquor License No. _____</li> <li><input type="checkbox"/> Duplicate License ..... \$50.00</li> </ul>	

**Do Not Write in This Space – For Department of Revenue Use Only**

Date License Issued	License Account Number	Period

The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.	<b>TOTAL AMOUNT DUE</b>	\$	.00
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# Instruction Sheet

For All Sections, Complete Questions 1-4 Located on Page 1

## Section A

**To Register or Change Managers**, check the appropriate box in section A and complete question 8 on page 4. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

## Section B

**For a Duplicate license**, be sure to include the liquor license number in section B on page 1 and proceed to page 4 for Oath of Applicant signature.

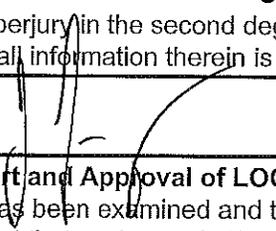
## Section C

Check the appropriate box in section C and proceed below.

- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 2) **For a Wholesale Branch House Permit**, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 3) **To Change Trade Name or Corporation Name**, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 4) **To modify Premise**, go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 5) **For Optional Premises or Related Facilities** go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 6) **To Change Location**, go to page 3 and complete question 7. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 7) **Tavern Conversion**, go to page 4 and complete questions 10. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. *\*(Must be completed by August 10, 2017, as the tavern conversion will no longer be permitted)*. Submit to Local Licensing Authority (city or county) for approval.

<b>Storage Permit</b>	<p><b>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</b></p> <p><input type="checkbox"/> <b>Retail Warehouse Permit for:</b></p> <p style="padding-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="padding-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> <b>Wholesalers Branch House Permit</b></p> <p>Address of storage premise: _____</p> <p>City _____, County _____, Zip _____</p> <p>Attach a deed/ lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.</p>								
<b>Change Trade Name or Corporate Name</b>	<p><b>6. Change of Trade Name or Corporation Name</b></p> <p><input type="checkbox"/> Change of Trade name / DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="padding-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="padding-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="padding-left: 20px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">Old Trade Name</td> <td style="width:50%;">New Trade Name</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>Old Corporate Name</td> <td>New Corporate Name</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	Old Trade Name	New Trade Name			Old Corporate Name	New Corporate Name		
Old Trade Name	New Trade Name								
Old Corporate Name	New Corporate Name								
<b>Change of Location</b>	<p><b>7. Change of Location</b></p> <p><b>NOTE TO RETAIL LICENSEES:</b> An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 12-47-311 (1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.</p> <p><b>Date filed with Local Authority</b> _____ <b>Date of Hearing</b> _____</p> <p>(a) Address of current premises _____</p> <p style="padding-left: 20px;">City _____ County _____ Zip _____</p> <p>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p style="padding-left: 20px;">Address _____</p> <p style="padding-left: 20px;">City _____ County _____ Zip _____</p> <p>(c) New mailing address if applicable.</p> <p style="padding-left: 20px;">Address _____</p> <p style="padding-left: 20px;">City _____ County _____ State _____ Zip _____</p> <p>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.</p>								

<b>Change of Manager</b>	<p><b>8. Change of Manager or to Register the Manager</b> of a Tavern, Hotel and Restaurant, Lodging &amp; Entertainment liquor license or licenses pursuant to section 12-47-301(8).</p> <p>(a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging &amp; Entertainment only)          Former manager's name _____          New manager's name _____</p> <p>(b) Date of Employment _____          Has manager ever managed a liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/>          Does manager have a financial interest in any other liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/>          If yes, give name and location of establishment _____</p>
<b>Modify Premises or Addition of Optional Premises or Related Facility</b>	<p><b>9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility</b></p> <p>NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed <u>Side walk seating</u></p> <p>(b) If the modification is temporary, when will the proposed change:          Start <u>May 26, 2017</u> (mo/day/year) End <u>October 15, 2017</u> (mo/day/year)          NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?          (If yes, explain in detail and describe any exemptions that apply) ..... Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(d) Is the proposed change in compliance with local building and zoning laws? ..... Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises?          ..... Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification. <u>NIA</u></p>
<b>Tavern Conversion</b>	<p><b>10. Tavern Conversion</b></p> <p>(Note* Must be completed by August 10, 2017 as the Tavern conversion will no longer be permitted. Only Tavern licenses issued before August 10, 2016, that do not fit the definition of a tavern as defined in section 12-47-103(38), C.R.S. may convert to a different license type.) Please pick one of the following choices:</p> <p>(a) I wish to convert my existing Tavern Liquor License # _____ to a Lodging and Entertainment Liquor License?..... Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(b) I wish to convert my existing Tavern Liquor License # _____ to a _____ Liquor License?..... Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>

<b>Oath of Applicant</b>		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge		
Signature	Title	Date
	OWNER	4-25-17
<b>Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)</b>		
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 applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended. <b>Therefore, This Application is Approved.</b>		
Local Licensing Authority (City or County)		Date filed with Local Authority
Signature	Title	Date
<b>Report of STATE Licensing Authority</b>		
The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.		
Signature	Title	Date

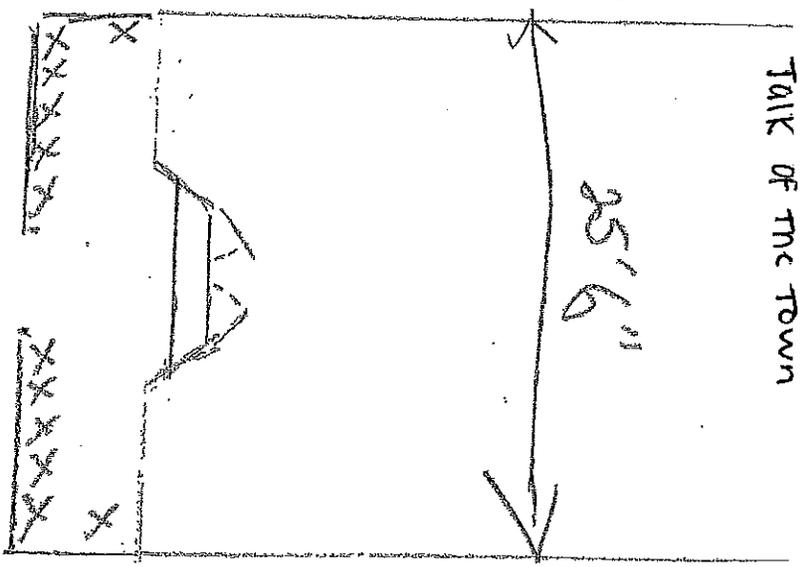
# Existing Proposal

12-30" high wood studs  
(incl. 1" finish)

TALK OF THE TOWN

There will be 2 rows  
Smoking signs on either  
side of entry!

License Area  
4' X 25' 6"



Containment  
barrier  
(see below)

Concrete  
sole walls  
9' 2"

10' Lamp post

Elk Avenue

Bike  
separators  
8'

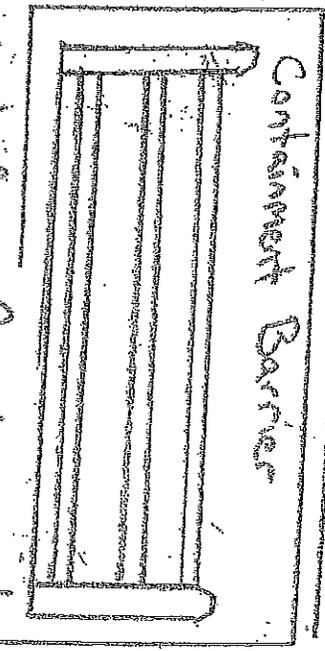
2-Town Bike racks  
need to be moved

3" horizontal flat  
metal slats

10" spacing

48"

Containment Barrier



Barrier will have a ledge for drivers!





## Staff Report

May 15, 2017

**To:** Mayor and Town Council  
**Thru:** Dara MacDonald, Town Manager  
**From:** Lynelle Stanford, Town Clerk  
**Subject:** **The ARTumn Festival Special Event Application**  
**Date:** May 10, 2017

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### **Summary:**

Steven Wallis of Colorado Events proposed The ARTumn Festival for the fourth consecutive year. The event would take place in the 0 Block of Elk Avenue from Saturday, September 16 to Sunday, September 17, 2017. The event hours are from 10AM to 6PM on Saturday and from 10AM to 5PM on Sunday. Set up would begin on Saturday at 8AM. Breakdown and clean up would be completed by 7PM on Sunday.

The ARTumn Festival is an open air showcase of fine visual art and handcrafted goods featuring the works of emerging artists and designers. Vendor tents would line both sides of Elk Avenue in the 0 Block. Only merchandise would be sold. There would be no food served nor a special event liquor permit. Wallis intends to set up trash and recycling receptacles and would remove all of the trash and recyclables generated from the event.

### **Recommendation:**

To approve The ARTumn Festival special event application as part of the Consent Agenda.

## TOWN OF CRESTED BUTTE SPECIAL EVENT APPLICATION



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

Name of Event: The ARTumn Festival

Date(s) of Event: September 16th & 17th, 2017

Name of Organization Holding the Event ("Permittee"): Colorado Events

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

Name of Event Organizer: Steven Wallis

Phone: 720-272-7467 Cell Phone: 720-272-7467

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

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

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

Mailing Address of Organization Holding the Event: 2525 Arapahoe Ave, E4-720, Boulder CO 80302

Email Address of Organization: coloradoevents@gmail.com Phone Number: 720-272-7467

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

This event is a unique and enjoyable open air showcase of fine visual art and handcrafted goods

featuring the works of emerging artists and designers, producing creative and original

items using a wide array of media. SEE ATTACHED SCHEDULE

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

Map Attached Showing Location of Event

Diagram Attached Detailing Event

Event Time (start time of scheduled event to end time of scheduled event): 10-6 Sat & 10-5pm on Sunday  
Total Time (including set-up, scheduled event, break-down & clean-up): Setup 8-10 Sat; Takedown 5-7 Sunday  
Expected Numbers: Participants: 26 Spectators: 1000

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

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

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

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

Is Proof of Insurance is Attached?  Yes / No

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

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

If Yes, Describe: LOCAL COLORADO EVENTS REP WILL DISTRIBUTE NOTIFICATION OF EVENT

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

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

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

How much trash do you anticipate generating at the event? Zero waste - no food will be sold at the event

What recyclable products will be generated at the event? Zero waste - no food will be sold at the event

Describe Your DETAILED Plan for Trash, Recycling and Clean-Up (all events are required to have a plan for handling recycling and garbage during the event and the removal of recycling and garbage after the event). Please note that any plan should emphasize increased recycling and decreased waste production. If you feel that your event will require assistance from a waste company contact the Clerk's Office at 349-5338 or look on the special event section of the Town's website at

[www.townofcrestedbutte.com](http://www.townofcrestedbutte.com) for details on the two different waste companies that serve Crested Butte and the scope of their services. Be creative and detailed in you plan. Please note that any event application without a detailed recycling and refuse plan will not be accepted as a complete application: We plan to set up trash and recycling receptacles. We will remove all the trash and recycling accumulated at the event. We will ensure that all recyclable items are brought to a proper recycling facility.

There will only be merchandise for sale and there will not be any food sold at the event, so trash and recycling should be minimal.

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

We will hire an overnight security guard for Saturday night.

Describe Plan for Parking: We will have the vendors park in the public parking near the Big Mine Ice Arena or in the nearby street parking. The event should have minimal impacts on Downtown parking,

Describe Plan for Portable Toilets and/or Restrooms: Old Tuleal Hau Restrooms  
We will comply with whatever the requirements are to host this event.

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

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

The only Town service that we will need, is the use of the barricade for the street closure.

Will Your Event Require Any Road Closures? Yes / No

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

The event requires the temporary street closure of Elk Avenue on the block(s) that the event is on.

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

If Yes, Explain Impact:

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

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

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

see attached

Does Your Event Include a Parade? Yes / No

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

Signature of Event Coordinator

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

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

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

If yes, please write two sentences below describing the event in the exact wording it will appear on the calendar: Lovers of fine arts and crafts will find a vast array of artisans and crafters displaying and selling their unique creations in pottery, sculpture, glass, jewelry, fashion, home décor, furniture, home accessories, The annual celebration of the Fall Solstice, will introduce new and emerging artists showcasing the latest trends in handmade crafts and fine art.

Contact Name & Phone Number for the Calendar: Steven Wallis - 720-272-7467

Event Fee for the Calendar: Free Website for More Info: www.coloradoevents.net

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

Please Review Carefully:

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

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

Steven Wallis  11/26/2017  
Print Name Clearly / Signature of Applicant (Permittee) Date

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

Event Map



**Legend:**

-  = 10' x 10' easy up canopy tent that is properly weighted down.
-  = Trash and Recycling Bins

## Betty Warren

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**From:** Colorado Events <coloradoevents@gmail.com>  
**Sent:** Tuesday, April 18, 2017 1:01 AM  
**To:** Betty Warren  
**Subject:** Re: Artumn Festival

Hello Betty,

Thank you for getting back in touch with me. The event schedule is:

Saturday 7:30 am - 10:00 am - Vendor set up  
Saturday 10:00am - 6:00 pm - Event is open to the public  
Sunday 10:00am - 5:00 pm - Event is open to the public  
Sunday: 5:00pm - 7:00pm - Vendor Take down and clean up

I am not planning any music or entertainment, so that is the whole event schedule.

I have arranged for my friend Craig Geipel that lives in Crested Butte to make direct contact with the neighbors to notify them of the event. I can also post a notice or mail the neighbors letters if that is something you would suggest and you could provide me with the mailing addresses. LOCAL CONTACT DISTRIBUTING NOTIFICATION

Regarding the Town Council meeting, I am going to be out of town visiting my parents in Florida on May 15th. I am going to be returning to Colorado on May 17th, so I am not going to be able to be in attendance. I hope that is going to be OK.

Let me know if there is anything else you might need at this time. Have a great day. Thank you.

Steve Wallis

Director for Colorado Events

720-272-7467

[www.coloradoevents.net](http://www.coloradoevents.net)

On Thu, Apr 13, 2017 at 12:58 PM, Betty Warren <[BWarren@crestedbutte-co.gov](mailto:BWarren@crestedbutte-co.gov)> wrote:

Hi Steve:

We are going to place your event on the Town Council meeting for Monday, May 15, 2017. It will be addressed at 7:00 pm or shortly thereafter. Since you're back to the original location, it's probably not imperative for you to be there, but if you would like to attend, that is all good.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/25/2017

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).

<b>PRODUCER</b>  Matthew Smith(0733364) 1707 Main St Ste 304  Longmont CO 80501-7403		<b>CONTACT NAME:</b>  PHONE (A/C, NO, EXT): 303-834-9404 FAX (A/C, NO): 866-519-0117  E-MAIL ADDRESS: msmith19@farmersagen.com																						
<b>INSURED</b>  COLORADO EVENTS 2525 ARAPAHOE E-4, 720 BOULDER CO 80302		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Truck Insurance Exchange</td> <td>21709</td> </tr> <tr> <td>INSURER B:</td> <td>Farmers Insurance Exchange</td> <td>21652</td> </tr> <tr> <td>INSURER C:</td> <td>Mid Century Insurance Company</td> <td>21687</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Truck Insurance Exchange	21709	INSURER B:	Farmers Insurance Exchange	21652	INSURER C:	Mid Century Insurance Company	21687	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
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INSURER F:																								

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<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:			604882631	05/01/2017	05/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 75,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE OED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER \$ 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)  
Town of Crested Butte is listed as an additional insured.

<b>CERTIFICATE HOLDER</b>  Town of Crested Butte 507 Maroon Ave Crested Butte Co 81224	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Sarah Bryant</i>
--	---

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,

Colorado Events

is a

Nonprofit Corporation

formed or registered on 10/14/2004 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20041359754 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/21/2016 that have been posted, and by documents delivered to this office electronically through 06/22/2016 @ 16:55:35 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/22/2016 @ 16:55:35 in accordance with applicable law. This certificate is assigned Confirmation Number 9708999 .



A handwritten signature in blue ink that reads "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."*

# ARTUMN FESTIVAL (SEPTEMBER 16-17, 2017)

## DEPARTMENT APPROVALS (For Official Use Only)

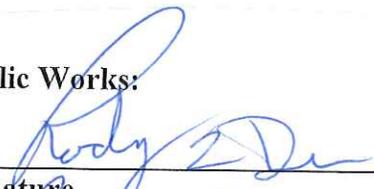
Note: Please clearly state in your comment area what requested services your department will/will not provide for the event.

**From:** Michael Reily  
**Sent:** Tuesday, March 21, 2017 4:14 PM  
**To:** Betty Warren  
**Subject:** RE: Finalized: ARTumn Festival Application for 2017

The MO is good with this location. Please remind the organizer that their vehicles/vendors should not extend into the First St right-of-way.

Thanks,  
Mike

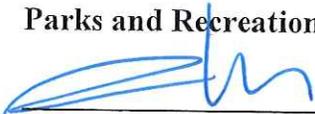
### Public Works:

 12/7/16  
\_\_\_\_\_  
Signature Date  
  
\_\_\_\_\_  
Name (Printed)

### Conditions/Restrictions/Comments:

OK, Need a coordination  
Meeting 1 week prior to  
event

### Parks and Recreation:

 12/6/16  
\_\_\_\_\_  
Signature Date  
Jannatt Hansen  
\_\_\_\_\_  
Name (Printed)

### Conditions/Restrictions/Comments:

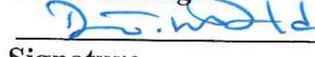
OK

### Town Clerk:

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

### Conditions/Restrictions/Comments:

### Town Manager:

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

### Conditions/Restrictions/Comments:

ARTUMN FESTIVAL (SEPTEMBER 16-17, 2017)

9/16-17/17

Crested Butte Fire Protection District:

W. Sarah Wimmer 3/29/17  
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:

Please maintain a Fire Lane Down the Middle of the Event. Keep Area at Intersection of 1st + Elk Clear of Bikes, Recycle, Etc.

Mt. Express Bus Service:

Chris Larsen 3/27/17  
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:

If event is in the zero block of Elk - no impact on mx.

REMINO STEVE - NO SIGNS ON 6TH/ELK LEADING TO EVENT  
OK INSURANCE RENEWAL MAY 1, 2016

Official Use Only:

Application Received 11-28-16 Date Distributed 12/7/16

Council Date (if applicable) MAY 15, 2017

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

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

Application fee \$ 25 Check # 474 Date Paid 4/26/17

Permit Fee \$ 200 Check # 474 Date Paid 4/26/17

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

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

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

Clean Up Deposit \$ 200 Check # 474 Date Paid 4/26/17 Date Returned: \_\_\_\_\_



## Staff Report

May 15, 2017

**To:** Mayor and Town Council  
**Thru:** Dara MacDonald, Town Manager  
**From:** Lynelle Stanford, Town Clerk  
**Subject:** Crested Butte Farmers Market Special Event Application  
**Date:** May 10, 2017

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### **Summary:**

Chris Sullivan and Catherine Vader are the event organizers for the Crested Butte Farmers Market. The Farmers Market takes place on Sundays beginning June 4 through October 8, 2017. The Farmers Market is typically located in the 100 Block of Elk Avenue, except it would be relocated to the 0 Block of Elk Avenue on Sunday, August 6 to collaborate with the Crested Butte Arts Festival. Set up begins on Sundays at 8AM, and take down is completed by 4PM.

### **Recommendation:**

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



**TOWN OF CRESTED BUTTE  
SPECIAL EVENT APPLICATION**

★ Shift to  
CONSENT MEETING  
PRIOR TO JUNE 4  
★

**1. EVENT INFORMATION:**

Name of Event: Crested Butte Farmers Market

Date(s) of Event: June 4th 2017 - ~~October 1st 2017~~ **October 8th, 2017**

Location(s) of Event: 100 block of EIK AVE - Downtown CB

FEWER VENDORS - WORKING W/ CFTA ARTS FESTIVAL - AUGUST 6, 2017 - SETUP

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

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

Event Schedule and Description of Event Attached

Name of Organization Holding the Event ("Permittee"): Crested Butte Farmers Market

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

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

Date Sundays 6/4/17 - 10/8/17 Time: From 10am To 2pm

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

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

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

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

Date Sundays 6/4/17 - 10/8/17 Time: From 8am To 4pm

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

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

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

Expected Numbers: Participants: ~2000 - 3000 weekly Spectators: ~2000 - 3000 weekly

Name of Event Organizer: CBFM - Chris Sullivan

Phone: 970-349-5434 Cell Phone: 413-687-5277

E-Mail: chris.sullivan@gmail.com Fax Number: N/A

Name of Assistant or Co-Organizer (if applicable): ~~Zoe Vaughter~~ **Catherine Vader** - Interim ED

Phone: N/A Cell Phone: ~~615-594-4676~~ **970.901.4181** E-Mail: ~~zvaughter@gmail.com~~ **catherine.vader@gmail.com**

Mailing Address of Organization Holding the Event: PO Box 2241 Crested Butte, CO 81224

Email Address of Organization: info@cbfarmersmarket.org Phone Number: 413-687-5277

2. INSURANCE, LIQUOR PERMITS, SECURITY PLANS:

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

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

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

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

The market Manager is on site at all Market Sundays, w/ CBFm volunteers  
The manager has a cell phone in case of emergency. CB Marshalls check in at  
the market regularly. All dogs are monitored while inside the market.

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

Is Proof of Insurance Attached?  Yes  No

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

Will Your Event Require Any Road Closures?  Yes  No

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

Sundays  
Streets: 100 block - Elk Ave Date 6/4/17 Time: From 8am To 4pm  
Streets: \_\_\_\_\_ Date \_\_\_\_\_ Time: From \_\_\_\_\_ To \_\_\_\_\_  
Streets: \_\_\_\_\_ Date \_\_\_\_\_ Time: From \_\_\_\_\_ To \_\_\_\_\_  
Streets: \_\_\_\_\_ Date \_\_\_\_\_ Time: From \_\_\_\_\_ To \_\_\_\_\_

Streets: 100 block - Elk Ave Date 10/8/17 Time: From 8am To 4pm  
0 block - Elk Ave 8/6/17 " "

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

If Yes, Explain Impact (include times): \_\_\_\_\_

Will Your Event Affect Any Handicapped Parking Spaces?  Yes  No

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

Describe Plan for Parking: Vendors are asked to park in the public lot on 1st & Elk, some vendors pay to park in the venue. We mostly get foot traffic from patrons.

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):

CBFM places our own barriers / barricades, however we ask the town to hang "No parking" signs on the lamp posts on the 100 block of Elk in late May - October. Signs are removed by town in early Oct.

Does Your Event Include a Parade?  Yes  No

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

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

4. AMPLIFIED SOUND AND NOTIFICATION:

Will There Be Amplified Sound at This Event?  Yes  No

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

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

Describe Plan for Notifying Businesses and Residents Impacted by Your Event: The Market manager spends considerable time communicating w/ business owners and residents on the 100 block; before, during, & after market season.

5. TRASH, RECYCLING, PORTABLE TOILETS AND RESTROOMS:

How much trash do you anticipate generating at the event? 3 trash cans / per Sunday (2-30 gallon bags)

What recyclable products will be generated at the event? Compost from value-added vendors. Vendor cups & plates.

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

*CBFM has 3 (independent from town) waste receptacles. Strategically placed in the market. All 3 waste stations have waste/recycling/compost each Sunday. CBFM has our own contract w/ Golden Eagle waste for trash generated at the market each Sunday. In an effort to mitigate CBFM trash from being deposited in town of CB receptacles, CBFM uses volunteers to direct patrons to*

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

*No portable toilets will be used for the CBFM. Instead, patrons are directed to restroom facilities at the 2nd St. bus stop.*

**6. SALES TAX:**

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

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

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

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

Town of Crested Butte Sales Tax Application is Attached.

List of Vendors with your Crested Butte Sales Tax Application.

**7. BANNER PERMITS:**

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

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

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

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

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

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

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

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

Zach Vaughter / [Signature]      3/6/17  
Print Name Clearly      Signature of Applicant (Permittee)      Date



Crested Butte Farmers Market  
PO Box 2241  
Crested Butte, CO 81224

March 6, 2017

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

Attn: CBFM 2017 Special Events Permit

To the Town of Crested Butte Staff,

For 2017, the Crested Butte Farmers Market (CBFM) has partnered with the Crested Butte Arts Festival (Arts Fest) during the weekend of August 6<sup>th</sup>, 2017 to co-operate on Elk Avenue. The Arts Festival will occupy their usual blocks of Elk Ave, and the CBFM will move to the 'O Block' of Elk Ave on Sunday, August 6<sup>th</sup>, 2017 from 8am-4pm. Arts Festival staff and CBFM staff has worked to facilitate this partnership, and as such the Crested Butte Arts Festival has been listed as an additional insured party on the CBFM General Liability Insurance. Operations of the CBFM will continue as normal during this Sunday, with set up from 8am-10am, the market from 10am-2pm, and tear-down will be from 2pm-4pm; additionally this move will not impact traffic on 1<sup>st</sup> Street.

Notice/Inquiry of this move was shared with Town Staff in early 2017, but please accept this as formal notice that we plan to proceed with this partnership, if approved by the Town of Crested Butte Staff and in accordance with our Special Events Permit.

Please let us know if we can answer any further questions about this partnership. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Zach Vaughter".

Zach Vaughter  
Interim Executive Director  
Crested Butte Farmers Market  
615.594.4676 or [info@cbfarmersmarket.org](mailto:info@cbfarmersmarket.org)

\* Example of 2017 Market Map, layout will be the same, vendors will change.

## 2016 Crested Butte Farmers Market Map

**B**elow you'll find the market layout for the Crested Butte Farmers Market. Spaces are numbered consecutively and you'll also find landmarks listed below such as restaurants that may further help you to identify your spot. Each square represents 10 X 12 space (10 feet deep, 12 feet wide).

### South Side of Elk

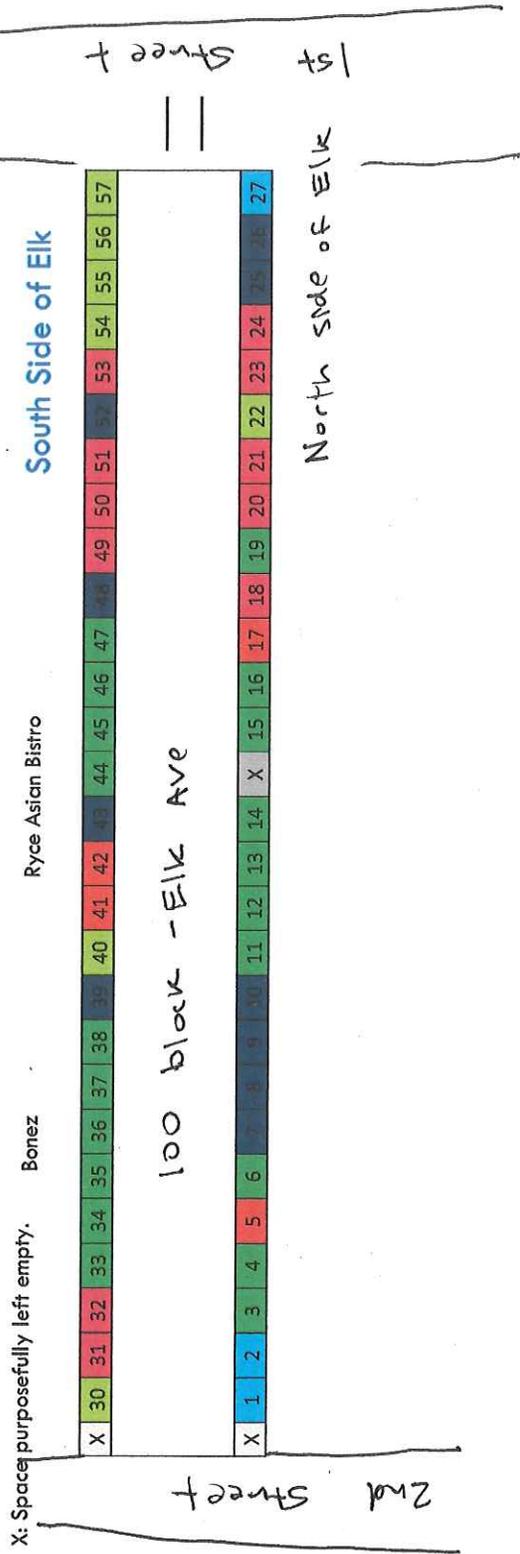
- 1 CBFM Market Info
- 2 Sprouts Tent
- 3 Cobblestone Farm
- 4 Tassinong Farm
- 5 Wild Smoked
- 6, Twisted Root
- 7, 8, 9 Mountain Oven
- 10 Stone Cottage
- 11,12,13,14 Borden
- X Whimsicles
- 15 Ellens Pickles
- 16 Dig In It
- 17 Jumpin Good Goat
- 18 Real CO Soaps
- 19 Gunnison Gardens
- 20, 21 Rebecca Bourke
- 22 Just Crepes
- 23 225 Grand
- 24 Caldo
- 25,26 Cottage : Cottage
- 27 Yoga Wraps

### North Side of Elk

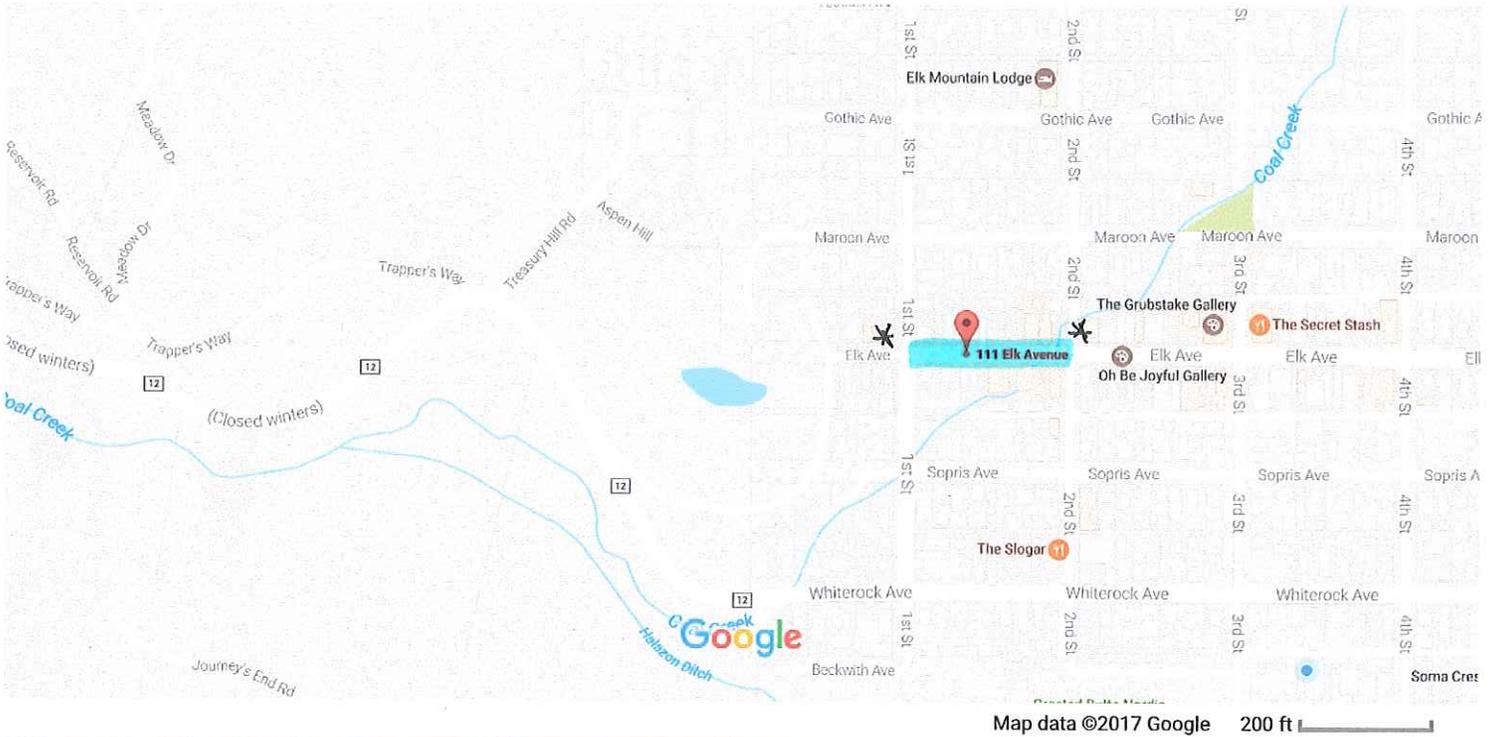
- 30 Love Bites
- 31,32 Rooted Apothecary
- 33,34 Raincrow Farm
- 35,36,37,38 North Fork Cellars
- 39 Wildflour Sweets
- 40 Franzis
- 41, 42 Laze Ewe 2 Bar
- 43 Alans Pies
- 44,45,46,47 Weathervane Farm
- 48 Nickis
- 49 Escape Bodyworks
- 50 Butterfly Outpost
- 51 Taylor and Tessier
- 52 Gus Chocolates
- 53 Up the Creek
- 54, 55 Hogwood BBQ
- 56,57 Delish Food Truck

### Legend

- Market Booths
- Produce Vendor
- Animal Food Vendor
- Value-added Food Vendor
- Prepared Food Vendor
- Artist / Non-food Vendor
- Not-for-profit



Google Maps 111 Elk Ave - CBFM 2017



**111 Elk Ave**  
 Crested Butte, CO 81224



At this location

**Blackline Entertainment**  
 Entertainment · 111 Elk Ave





OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

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

Crested Butte Farmers Market

is a

Nonprofit Corporation

formed or registered on 06/09/2007 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 20071271843 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/17/2017 that have been posted, and by documents delivered to this office electronically through 04/18/2017 @ 11:49:39 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/18/2017 @ 11:49:39 in accordance with applicable law. This certificate is assigned Confirmation Number 10193741 .



A handwritten signature in blue ink that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

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

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

CRESTED BUTTE FARMERS MARKET (SUNDAYS 6/4 - 10/8/17)  
(AUGUST 6, 2017 - WILL BE IN ZERO BLOCK WITH ARTS FESTIVAL)

DEPARTMENT APPROVALS (For Official Use Only)

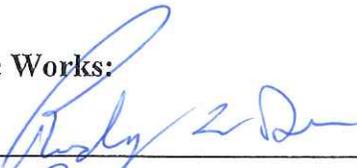
Note: Please clearly state in your comment area what requested services your department will/will not provide for the event.

From: Michael Reily  
Sent: Thursday, April 20, 2017 8:21 PM  
To: Betty Warren  
Subject: Re: Special Event: Crested Butte Farmers Market

Comments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

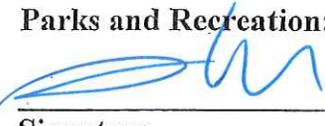
Good per CBMO.  
Mike

Public Works:

 4/21/2017  
Signature Date  
Rocky E Duce  
Name (Printed)

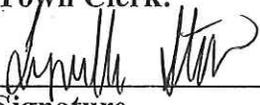
Conditions/Restrictions/Comments:  
OK please give me  
a call when no parking  
signs are needed.  
Thanks

Parks and Recreation:

 4/25/17  
Signature Date  
Janna Hansen  
Name (Printed)

Conditions/Restrictions/Comments:  
OK

Town Clerk:

 5.4.2017  
Signature Date  
Lynelle Stanford  
Printed Name (Printed)

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

Town Manager:

 5/5/2017  
Signature Date  
DARA MACDONALD  
Printed Name (Printed)

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

CRESTED BUTTE FARMERS MARKET (SUNDAYS 6/4-10/8/17)  
(AUGUST 6, 2017 - WILL BE IN ZERO BLOCK WITH ARTS FESTIVAL)

Crested Butte Fire Protection District:

Signature

Date

Eric Emms 5/4/17  
Eric Emms

Printed Name (Printed)

Conditions/Restrictions/Comments:

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

Mt. Express Bus Service:

Signature

Date

[Signature] 4/24/17  
Chris Larsen

Printed Name (Printed)

Conditions/Restrictions/Comments:

Looks Good  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Official Use Only:

Application Received 4/18/17 Date Distributed 4/20/17

Council Date (if applicable) MAY 15, 2017

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

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

Application fee \$ 25 Check # 1609 Date Paid 4/18/17

18 DATES X \$50 ÷ 2 = \$450  
Permit Fee \$ 450 Check # 1609 Date Paid 4/18/17

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

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

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

Clean Up Deposit \$ 75 Check # 1609 Date Paid 4/18/17 Date Returned: \_\_\_\_\_



## Staff Report

May 15, 2017

**To:** Mayor and Town Council  
**Thru:** Dara MacDonald, Town Manager  
**From:** Lynelle Stanford, Town Clerk  
**Subject:** Crested Butte Bike Week Special Event Application and Special Event Liquor Permits  
**Date:** May 10, 2017

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### Summary:

Eliza Cress and Ashley Upchurch, event organizers for Crested Butte Bike Week, submitted the special event application and special event liquor permit applications on behalf of the Crested Butte/Mt. Crested Butte Chamber of Commerce. The festivities proposed as part of the Crested Butte Bike Week application that affect Town include: the Chainless World Championships, CB Devo Slow Race in the 1<sup>st</sup> and Elk Parking Lot followed by a pizza and ice cream party at Totem Pole Park, the Fat Tire 40, and the start and awards for the 2<sup>nd</sup> Annual Crested Butte Junior Wildflower Classic at Town Park.

The Chainless World Championships race is proposed for Friday, June 23, 2017. On Friday, the 10 and 100 Blocks of Elk Avenue, 1<sup>st</sup> Street from Maroon Avenue to Sopris Avenue, as well as the 1<sup>st</sup> and Elk Parking Lot would be closed. According to the application, set up would begin at 9AM, and take down would be finished by 7PM. A live band is proposed to perform in the 1<sup>st</sup> and Elk Parking Lot. The proposed liquor permitted area encompasses the parking lot (diagram included in the packets). Trained volunteers and security would be present at the liquor permitted location.

The Fat Tire 40 would take place on June 24, 2017. The race is proposed to start and finish at Town Park. The event organizers have requested a closure of 7<sup>th</sup> Street from Elk Avenue to Butte Avenue from 10AM to 3PM. The perimeter of the liquor boundary in Town Park would be fenced, and trained volunteers and security would be checking IDs.

The 2<sup>nd</sup> Annual Crested Butte Junior Wildflower Classic is proposed for Sunday, June 25. The race would be a neutral start at 8AM at Town Park, and the awards would be held at Town Park at Noon.

### Recommendation:

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



# TOWN OF CRESTED BUTTE SPECIAL EVENT APPLICATION

## 1. EVENT INFORMATION:

Name of Event: Crested Butte Bike Week

Date(s) of Event: June 22-24, 2017

Location(s) of Event: Parking lot 1st & Elk Ave - Friday 6/23

Town Park 7th & Butte Ave - Saturday 6/24 &

Map Attached Showing Location of Event Attach map showing location of event Sunday 6/25

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

Event Schedule and Description of Event Attached

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

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

Date	<u>June 23</u>	Time: From	<u>4 pm</u>	To	<u>6:30 pm</u>
Date	<u>June 24</u>	Time: From	<u>8 am</u>	To	<u>2:30 pm</u>
Date	<u>June 25</u>	Time: From	<u>contact Amy</u>	To	<u>970 596 4085</u>
Date		Time: From	<u>Notan</u>	To	<u>amy@crestedbutte.devo.com</u>
			<u>8 am</u>		<u>12 pm</u>

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

Date	<u>June 23</u>	Time: From	<u>9 am</u>	To	<u>7 pm</u>
Date	<u>June 24</u>	Time: From	<u>6:30 am</u>	To	<u>3:30 pm</u>
Date	<u>June 25</u>	Time: From	<u>see above</u>	To	<u>" "</u>
Date		Time: From	<u>7 am</u>	To	<u>" " 1 pm</u>

Expected Numbers: Participants: 300 Spectators: 100

Name of Event Organizer: ELIZA CRESS

Phone: 970 349 6438 Cell Phone: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ E-Mail: marketing@cbchamber.com

Mailing Address of Organization Holding the Event: PO Box 1288, CB, CO, 81224

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

2. INSURANCE, LIQUOR PERMITS, SECURITY PLANS:

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

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

Special Event Liquor Permit Application is Attached with Appropriate Fees and Diagram (2)

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

We will have certified TIBS volunteers and security present at liquor permit locations.

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

Is Proof of Insurance Attached?  Yes  No

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

Will Your Event Require Any Road Closures?  Yes  No

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

Streets: 7<sup>th</sup> St <sup>from Elk Ave</sup> to Butte Ave Date June 24 Time: From 10 am To 3 pm

Streets: Elk Ave <sup>from Old Keble</sup> to 2nd St Date June 23 Time: From 8 am To 7 pm

Streets: 1<sup>st</sup> St <sup>from Maroon Ave</sup> to Sopris Ave Date June 23 Time: From 8 am To 7 pm

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

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

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

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

If Yes, Explain Impact (include times): \_\_\_\_\_

Will Your Event Affect Any Handicapped Parking Spaces?  Yes  No

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

Describe Plan for Parking: We will be utilizing 1st & Elk parking lot on Friday the 23. Parking for Saturday will be in public lots.

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

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

We will need barricades for road closures on both Friday and Saturday.

Does Your Event Include a Parade?  Yes  No

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

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

#### 4. AMPLIFIED SOUND AND NOTIFICATION:

Will There Be Amplified Sound at This Event?  Yes  No

If Yes, Describe: There will be a band Friday 23 & PA announcements

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

Describe Plan for Notifying Businesses and Residents Impacted by Your Event: We will pass out notices to surrounding businesses & homes for Friday & Saturday events. It will be done at least 2 weeks in advance.

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

How much trash do you anticipate generating at the event? Minimal Amount

What recyclable products will be generated at the event? Beer cans

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

We will be working with waste management  
for both events to provide both trash & recycling.

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

There will be 2 porta-pots at both event  
locations.

**6. SALES TAX:**

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

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

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

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

Town of Crested Butte Sales Tax Application is Attached.

List of Vendors with your Crested Butte Sales Tax Application. *Not yet available will provide them w/ paperwork prior to event.*

**7. BANNER PERMITS:**

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

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

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

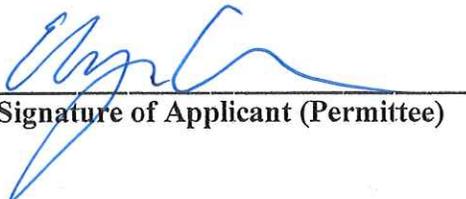
Town Manager Approval: 

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

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

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

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

ELIZA CRESS /  / 3/22/17  
Print Name Clearly / Signature of Applicant (Permittee) / Date

37<sup>th</sup> Annual Crested Butte Bike Week  
Full Schedule of Events

Thursday, June 22<sup>nd</sup>

**gO Clinic**

Time- 10am

Location- The Chamber (601 Elk Ave)

Price- Free

Sign up for a clinic lead by the gO orthopedics team. There will be instruction for beginner, intermediate and advanced riders. Meet at the Chamber of Commerce and bring a bag lunch. Instruction will be done on trails accessible from town. Reconvene at the Chamber at 3pm for a free beer!

[Register here.](#)

**Amateur Film Festival**

Time- 6:30pm

Location- Heritage Museum (331 Elk Ave)

Price- \$10

Come and get stoked on all the MTB that Crested Butte has to offer! Come and bring your friends to enjoy MTB films created by locals and visitors alike!

Friday, June 23<sup>rd</sup>

**The Chainless World Championships**

Time- 10am-6:30pm

Location- The Chamber (601 Elk Ave)

Price- \$25

The Chainless World Championships are like no other race on the face of the planet! Race your fastest townie 7 miles down Kebler Pass to a killer party in the heart of downtown Crested Butte. Do not forget to wear your finest costume.

Schedule- 10-12pm Registration and bike drop off | 2:30-3:30pm Participant Shuttle | 4:20pm Race Start

[Register here.](#)

**CB Devo Slow Race**

Time- 3pm

Location- Parking Lot (Elk Ave & 1<sup>st</sup> Street)

Price- Free

How slow can you go? Test your inner turtle and be the last to cross the line! Kids of all ages are encouraged to inch their way to the finish line and take home the gold!

[For more information visit the CB Devo website.](#)

Saturday, June 24<sup>th</sup>

**Fat Tire 40**

Time- 8am Race Start

Location- Town Park (7<sup>th</sup> and Butte/Whiterock)

Price- \$75

The Fat Tire 40 is a serious mountain bike race. Forty miles and it's almost all on singletrack. This isn't one of those dirt road races masquerading as a mountain bike race. It's the signature event of Bike Week, on Saturday morning, and there are plenty of good spots for watching and cheering on the racers.

The \$75 fee includes the race, dinner, beer, and a FREE ticket to the Trout Steak Revival show hosted by the Crested Butte Music Festival. We have men's and women's categories, both with Open/Pro and Recreational Divisions. Age Group Divisions: U-21, 21-39, 40-49, 50+

**Bridges of the Butte**

12:00-12:00pm- Relay marathon (24hrs)

**Crested Butte Music Festival- Concert TBA**

Time- 7:30pm

Location- Emmons Rd., Mt. Crested Butte

Price- Free for Bike Week Participants | \$20 for Non-Participants

This year Crested Butte Bike Week will be partnering with the Crested Butte Music Festival to present Trout Steak Revival!

Trout Steak Revival has earned a place in the mountain states bluegrass scene, performing to sold-out audiences, winning the 2014 Telluride Bluegrass Festival Band Competition, placing in the 2012 Rockygrass Band Competition, and even winning an Emmy Award for a soundtrack with Rocky Mountain PBS. Their new album, "Brighter Every Day," was released in March 2015. Produced by Chris Pandolfi of the Infamous Stringdusters, the album has received radio play and acclaim both in Colorado and across the world.

Sunday, June 25<sup>th</sup>

**Crested Butte Junior Wildflower Classic- CB Devo**

Time- 9am

Location- The Chamber (601 Elk Ave)

Price- \$30

Get your kids involved in the first ever Wildflower classic. Race routes were chosen to suit all age brackets. Categories include, U-18, U-14 & U10.

(Specifics from Amy Nolan attached)

## CB Devo - from Amy Nolan

### 2017 Junior Crested Butte Bike Week Schedule of Events

Friday, June 23: Slow Race Championships followed by Pizza & Ice Cream Party at Totem Pole Park.

Saturday, June 24: Skills Clinics, Group Rides and Crested Butte Devo High School Race Team Movie Night Fundraiser tentatively scheduled to be held at the Majestic Theatre.

Sunday, June 25: 2<sup>nd</sup> Annual Crested Butte Junior Wildflower Classic!! Neutral start and awards will be at the Town Park space near Stepping Stones. This has been agreed upon with Emily at Adaptive Sports and Janna Hansen is aware of this location as well. Same courses will be used but there will need to be modifications to the route thru town since the start location will not be from the CB/Mt. CB Chamber of Commerce this year. We will utilize the "Bridges of the Butte" route as much as possible since these roads will already be staffed with course marshals.

### 2016 Junior Wildflower Classic Participation Numbers

6 & Under - 3

8 & Under - 11

10 & Under - 7

14 & Under - 26

18 & Under - 3

**Total = 50** (out of 75 permitted spots)

Crested Butte Devo raised \$100 in donations to the Crested Butte Land Trust from our group ride last summer.

### 2017 "Projected" Junior Wildflower Classic Participation Numbers

Strider Cup - 15 (Short lap that will start and finish at Town Park, route TBD)

Under 6 - 10 (Town of CB, Woods Walk, Connector trail to bench at Slate River)

Under 8 - 15 (Same as above, continue out Lower Lower Loop to Gunsight bridge)

Under 10 - 15 (Same as above, continue up Gunsight to Upper Lower Loop)

Under 12 - 20 (Town of CB, Rec Path, Lupine 1 to Lupine 2, Gunsight to Upper Lower Loop)

Under 14 - 20 (Town of CB, Rec Path, Lupine 1 to Lupine 2, Gunsight to Upper Lower Loop)

Under 19 - 20 (Same as above, continue up to Gunsight Connector, Gunsight to Upper Lower Loop back Budd Trail)

**Total = 100**

- We are requesting to use the same routes that were approved last year with same markings.
- We will again enforce neutral starts and finishes for rider safety as not to conflict with "Bridges of the Butte".

- Projected numbers are based off of last year's success and increased marketing efforts for this festival.
- All event permitting is held thru the Crested Butte/Mt. Crested Butte Chamber of Commerce with Crested Butte Bike Week.
- We are hosting this event as our annual Crested Butte Devo fundraiser that will support all programming for ages 7-18.
- There were no negative comments made to the Crested Butte Land Trust or Town of Crested Butte regarding this event last summer 😊
- All race categories had "sweeps" to pick up any wrappers and all course markings were removed before 3 pm the next day.
- Alpine Orthopaedics will again be available and able to provide medical response if needed.

Friday 23 - Chainless

blue - course

green - finish

red - road closures

orange - venue

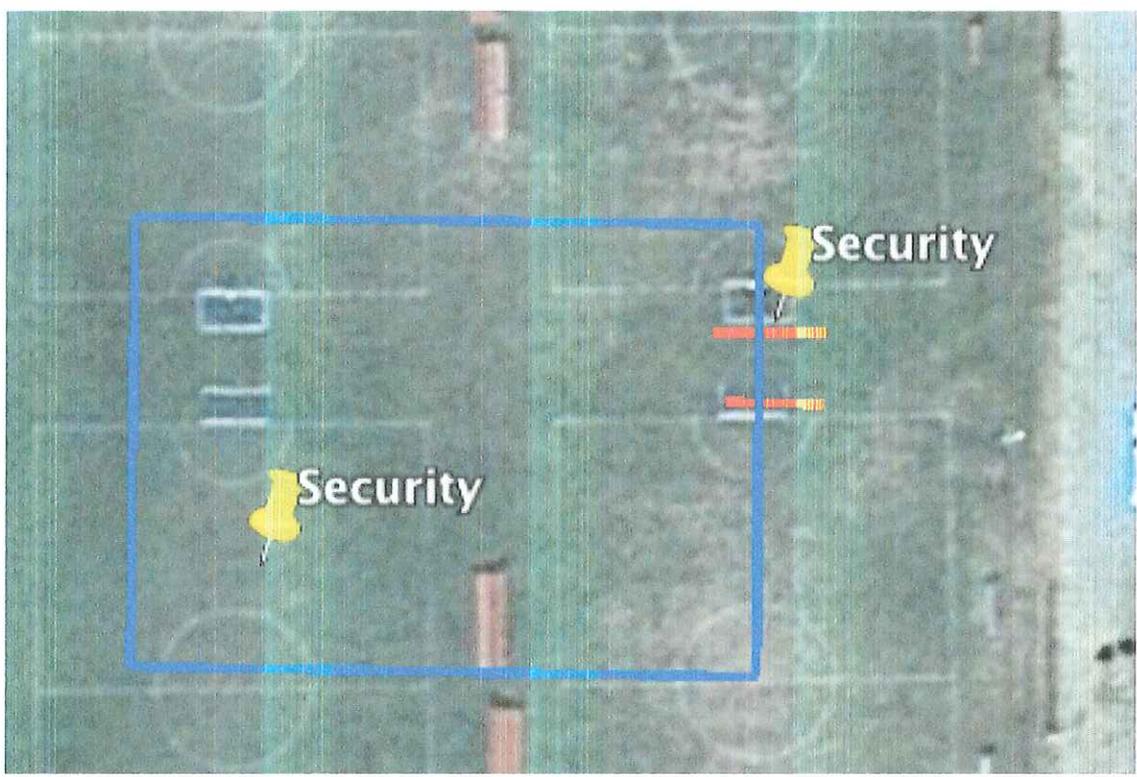


Friday 23 - Chainless  
pink - liquor boundary





Saturday 24 - FT 40  
blue - liquor boundary  
red - entrance / exit



pop-up tents  
will line the  
perimeter &  
snow fencing  
will create  
solid boundary  
on the exterior.



# APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

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

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

**LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:**

2110  MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY

2170  FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY

**DO NOT WRITE IN THIS SPACE**

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE State Sales Tax Number (Required)

*Crested Butte/Mt Crested Butte Chamber of Commerce* *523864*

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

*CB/Mt. CB Chamber of Commerce  
 PO Box 1288  
 Crested Butte, CO 81224*

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

*1st Street & Elk Ave  
 Parking Lot  
 Crested Butte, CO, 81224*

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE <i>Frank Stichter</i>	<i>11/27/53</i>	<i>247 Upper Highlands Rd Crested Butte, CO, 81224</i>	<i>970 989 8577</i>
5. EVENT MANAGER <i>ELIZA CRESS</i>	<i>4/10/91</i>	<i>602 Fourth St Crested Butte, CO, 81224</i>	<i>970 349 6438</i>
6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES HOW MANY DAYS? <i>7</i>	7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____		

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

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

Date	Date	Date	Date	Date
Hours From To	Hours From To	Hours From To	Hours From To	Hours From To
<i>6/23/17</i>				
<i>12 p.m. To 7 p.m.</i>				

**OATH OF APPLICANT**

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

SIGNATURE *[Signature]* TITLE *President* DATE *4/24/17*

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

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

**THEREFORE, THIS APPLICATION IS APPROVED.**

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)  CITY  COUNTY TELEPHONE NUMBER OF CITY/COUNTY CLERK \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

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

**LIABILITY INFORMATION**

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

# APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

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

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

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

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

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE <i>Crested Butte/Mt. Crested Butte Chamber of Commerce</i>	State Sales Tax Number (Required) <i>523864</i>
--	--

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (Include street, city/town and ZIP) <i>CB/Mt. CB Chamber of Commerce PO Box 1288 Crested Butte, CO, 81224</i>	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) <i>606 6th St Alpine glow field (south side) Crested Butte, CO, 81224</i>
---	---

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE <i>Frank Stichter</i>	<i>11/27/53</i>	<i>247 Upper Highlands Rd CB, CO, 81224</i>	<i>970 989 8577</i>

5. EVENT MANAGER <i>ELIZA CRESS</i>	<i>4/10/91</i>	<i>602 4th St. CB, CO. 81224</i>	<i>413 455 7972</i>
--	----------------	----------------------------------	---------------------

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

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

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

Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
<i>4/24/17</i>															
		<i>10a.m.</i>	<i>5p.m.</i>												

**OATH OF APPLICANT**

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

SIGNATURE <i>[Signature]</i>	TITLE <i>President</i>	DATE <i>4/24/17</i>
------------------------------	------------------------	---------------------

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

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

**THEREFORE, THIS APPLICATION IS APPROVED.**

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

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

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

**LIABILITY INFORMATION**

License Account Number	Liability Date	State	TOTAL
		<i>-750 (999)</i>	\$



CRESBUT-13

MARIP

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/03/2017

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).

<b>PRODUCER</b> Mountain West In & Fin Serv LLC 100 E. Victory Way Craig, CO 81625	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(970) 824-8185</b>		<b>FAX (A/C, No): (970) 824-8188</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURER A : Secura Insurance Company</b>			
<b>INSURER B : Scottsdale Insurance Company</b>			
<b>INSURER C :</b>			
<b>INSURER D :</b>			
<b>INSURER E :</b>			
<b>INSURER F :</b>			

**INSURED**

Crested Butte/Mt.Crested Butte Chamber of Commerce  
 PO Box 1288  
 Crested Butte, CO 81224

### 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		20CP0031842796	09/10/2016	09/10/2017	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$
							<b>Liquor Liab</b> \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <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 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 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 \$
B	Directors & Officers			EKI3166308	09/10/2016	09/10/2017	Directors & Officers 1,000,000
B	Directors & Officers			EKI3166308	09/10/2016	09/10/2017	EPLI 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder is an additional insured.

### 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

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

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

Crested Butte / Mt. Crested Butte Chamber of Commerce

is a

Nonprofit Corporation

formed or registered on 12/29/1980 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871420932 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/21/2017 that have been posted, and by documents delivered to this office electronically through 03/22/2017 @ 18:19:09 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/22/2017 @ 18:19:09 in accordance with applicable law. This certificate is assigned Confirmation Number 10145713 .



A handwritten signature in cursive script that reads 'Wayne W. Williams'.

Secretary of State of the State of Colorado

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

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

# CRESTED BUTTE BIKE WEEK (JUNE 22-24, 2017)

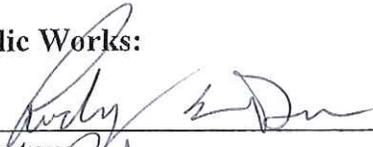
## DEPARTMENT APPROVALS (For Official Use Only)

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

**From:** Michael Reily  
**Sent:** Monday, March 27, 2017 11:30 AM  
**To:** Betty Warren  
**Subject:** RE: Special Event: CB Bike Week

Looks good as long as the designated "marshal" positions are for volunteer course marshals and not expected to be CBMO Marshals.  
Mike

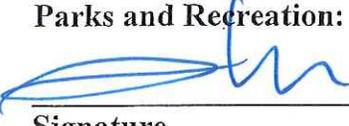
### Public Works:

 3/30/2017  
Signature Date  
Rodney E Dan  
Name (Printed)

### Conditions/Restrictions/Comments:

OK. Need to set up a meeting one week prior for coordination & expectation  
THANK YOU

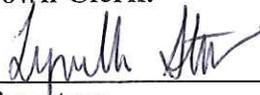
### Parks and Recreation:

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

### Conditions/Restrictions/Comments:

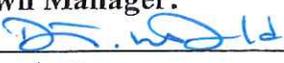
Yelenick Pavilion will not be available. Permits for Totem Pole & Town Parks attached.

### Town Clerk:

 4-6-2017  
Signature Date  
Lynell Stanford  
Printed Name (Printed)

### Conditions/Restrictions/Comments:

### Town Manager:

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

### Conditions/Restrictions/Comments:

# CRESTED BUTTE BIKE WEEK (JUNE 22-24, 2017)

Crested Butte Fire Protection District:

W Scott Wimmer 3/31/17  
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:

Good Luck with  
your event //

Mt. Express Bus Service:

[Signature] 4/4/17  
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:

OK

## Official Use Only:

Application Received 3/24/17 Date Distributed 3/24/17

Council Date (if applicable) JUNE 5, 2017

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

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

Application fee \$ 25 Check # 3469 Date Paid 3/27/17

Permit Fee \$ 200 Check # 3469 Date Paid 3/27/17

Local Liquor License Fee \$ 50 Check # 3469 Date Paid 3/27/17  
2 DAYS @ \$25 EA

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

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

Clean Up Deposit \$ 200 Check # 3469 Date Paid 3/27/17 Date Returned: \_\_\_\_\_



## Staff Report

May 15, 2017

**To:** Mayor and Town Council  
**Thru:** Dara MacDonald, Town Manager  
**From:** Lynelle Stanford, Town Clerk  
**Subject:** **Bridges of the Butte 24-Hour Townie Tour Special Event Application**  
**Date:** May 10, 2017

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### **Summary:**

Emily Girdwood and Allison Butcher submitted the application for Bridges of the Butte 24-Hour Townie Tour on behalf of Disabled Sports USA, Inc. Bridges of the Butte is proposed for Saturday, June 24 starting at Noon to Sunday, June 25 ending at Noon. Set up would begin on Saturday at 8:30AM, and take down would be completed by 5PM on Sunday. The base camp is proposed to be located at the Town Park soccer fields. The post-event award party would also take place at base camp. Bridges of the Butte is a 24-hour bike tour of Crested Butte that is used as a fund raiser for the Adaptive Sports Center's scholarship fund.

The applicants have not requested road closures; however, they requested as a part of their safety plan, that parking be prohibited on the south side of Elk Avenue from 2<sup>nd</sup> Street to 5<sup>th</sup> Street. The parking closure would become effective beginning first thing in the morning on Saturday to about 2PM on Sunday. A diagram illustrating the proposed route is included in the packet.

### **Recommendation:**

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

# TOWN OF CRESTED BUTTE SPECIAL EVENT APPLICATION



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

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

Date(s) of Event: June 24 & 25, 2017

Name of Organization Holding the Event ("Permittee"): DISABLED SPORTS USA, INC

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

Name of Event Organizer: Emily Girdwood

Phone: 970-349-5075 Cell Phone: \_\_\_\_\_

E-Mail: emily@adaptivesports.org Fax Number: 970-349-2077

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

Phone: 970-349-5075 Cell Phone: \_\_\_\_\_ E-Mail: allison@adaptivesports.org

Mailing Address of Organization Holding the Event: PO Box 1639

Email Address of Organization: \_\_\_\_\_ Phone Number: 970-349-5075

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

This one-of-a-kind 24-hour bike tour loops through downtown Crested Butte, meandering across the town's  
Proceeds from the Bridges of Butte 24-Hour Townie Tour support the Adaptive Sports Center.

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

Map Attached Showing Location of Event  Diagram Attached Detailing Event

Event Time (start time of scheduled event to end time of scheduled event): Noon on 6/24 to 3pm on 6/25  
Total Time (including set-up, scheduled event, break-down & clean-up): 8:30am on 6/24 to 5:00pm on 6/25  
Expected Numbers: Participants: 300 Spectators: 50

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

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

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

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

Is Proof of Insurance Attached?  Yes / No

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

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

If Yes, Describe: We will use a PA system at the start/finish. We will also have a dj.

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

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

Town Manager Approval: 

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

How much trash do you anticipate generating at the event? We will have 2 90 gallon event trash bins

What recyclable products will be generated at the event? Paper, aluminum cans & bike tubes.

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: Event trash bins will be furnished by Waste Management. The base camp will have a recycling station with assorted bins for recyclables. Volunteers will monitor the station. Volunteers will also be tasked to ride the course and remove trash. The majority of event signs are reusable.

\_\_\_\_\_  
\_\_\_\_\_  
**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):**  
Please see attached

**Describe Plan for Parking:** As there will be no parking in the town lot next to town park, we will encourage people either to bike to the event or park else where.

**Describe Plan for Portable Toilets and/or Restrooms:** We will utilize the town park facilities.

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

If Yes, explain request for services in detail (attach additional page if necessary): \_\_\_\_\_  
Please see attached

**Will Your Event Require Any Road Closures Yes / No ✓**  
If Yes, Explain in Detail Streets Closures and Times of Closures: \_\_\_\_\_

**Will Your Event Impact Mt. Express Bus Service and/or Routes  Yes / No**   
If Yes, Explain Impact: \_\_\_\_\_

**Will Your Event Affect Any Handicap Parking Spaces Yes / No ✓**  
If yes then you must work with the Marshal's Department to create a temporary handicap parking space/s for the duration of your event.

**Describe Plan for Notifying Businesses and Neighbors Impacted by Your Event:**  
We will walk the route prior to the event and inform neighbors of the event in person or by leaving a flyer.

**Does Your Event Include a Parade Yes / No ✓**  
If yes you must read and sign the following: I understand that if items are to be distributed during the parade (i.e. candy, beads, etceteras) individuals will do so exclusively by foot from along-side the vehicles/floats to minimize the likelihood of spectators running up to the vehicles/floats. I understand and agree that items will not be thrown from any vehicle/float. \_\_\_\_\_  
Signature of Event Coordinator

**Will You Be Selling Products (food, drink or merchandise) At Your Event? ✓ Yes / No**  
If Yes, You must Collect Sales Tax and Attach a Completed Town of Crested Butte Sales Tax License Application.  Town of Crested Butte Sales Tax Application is Attached.

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

**If yes, please write two sentences below describing the event in the exact wording it will appear on the calendar:** Join the Adaptive Sports Center in kicking of summer right with the 13th Annual Bridges of the Butte 24-Hour Townie Tour presented by

Bank of the West! Join 299 of your friends to ride laps around town as day turns to night and back again to raise funds which enable the Adaptive Sports Center to provide life-changing outdoor adventure activities to people with disabilities.

**Contact Name & Phone Number for the Calendar:** Emily Girdwood 970-349-5075

**Event Fee for the Calendar:** \$24.00 **Website for More Info:** www.adaptivesports.org

**Additional Applicant Comments:** See attached

Please Review Carefully:

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

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

Emily Girdwood

[Signature]

3/13/17

**Print Name Clearly**

/

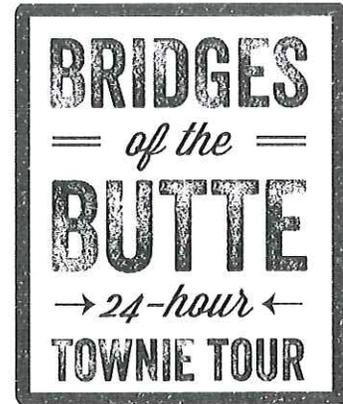
**Signature of Applicant (Permittee)**

**Date**

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

March 13, 2017

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



Dear Friends at the Town of Crested Butte,

Thank you for your amazing support of the Adaptive Sports Center! The Adaptive Sports Center (ASC) hopes you had a successful winter and that you were able to enjoy the snow when it fell. We in the midst of a busy winter season and we are looking forward to the summer season.

I am writing today in reference to the special event permit for the Adaptive Sports Center's 13<sup>th</sup> Annual Bridges of the Butte 24-Hour Townie Tour (BOB). This fun and unique event is a Crested Butte style bike-a-thon. Participants raise funds for the ASC by completing laps through the town of Crested Butte to earn pledges. All ages are encouraged to participate and riders can enter as individuals, riding for all 24-hours, or as a team. The 2017 Bridges of the Butte 24-Hour Townie Tour will take place on June 24-25 from 12 p.m. - 12 p.m.

At the Adaptive Sports Center, we believe that every participant is extraordinary in mind, body and spirit. And each person who travels to our center, whether it is from just down the road or from thousands of miles away, deserves to attend the best outdoor recreation program possible. Our programs are customized for each individual. We use state-of-the-art adaptive equipment and professional instructors to create an experience that is both therapeutic and high-quality. The ASC makes every attempt to make its programming financially accessible. To this end, the ASC's list price for activities is only a fraction of the actual cost and scholarships are available. The BOB raises over \$50,000 to benefit the ASC's scholarship fund. The success of this event is crucial to help the ASC continue to fulfill its mission.

Crested Butte is the birthplace of mountain biking and continues to be a recognized biking capital of the United States. As a stage in USA Pro Cycling Challenge, with amazing hiking, beautiful wildflowers and with thousands of miles of mountain bike trails, Crested Butte is a tourist destination. The Bridges of Butte fundraiser further enhances the biking experience by celebrating the passion of Butties and visitors for town bikes. For the past 3 years, we filled the event with 300 riders and we plan to fill the event again this year. Over a third of riders plan their trip to Crested Butte around Bridges of the Butte.

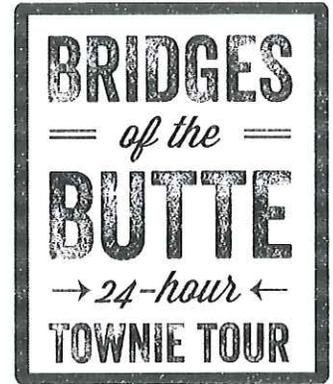
Thank you so much for your time and consideration, I look forward to working with you. Please feel free to contact me at (970) 349-5075 ext. 104 or [emily@adaptivesports.org](mailto:emily@adaptivesports.org).

Sincerely,

Emily Girdwood  
Events and Development Manager

*I am looking forward to another great event - Thank you!  
- Emily*

**Bridges of the Butte 24-Hour Townie Tour**  
**Event Schedule**  
**June 24 – 25, 2017**



**Saturday, June 24, 2017**

8:00 AM: ASC Staff & Volunteers Set up basecamp in the Town Park soccer fields and Yelenick Pavilion if available

9:00 AM: Course marked

10:00 AM: Day-Of Registration & Check-in at basecamp

11:30 AM: First crew of course marshals arrives and are placed at their stations

12:00 PM: Tour begins

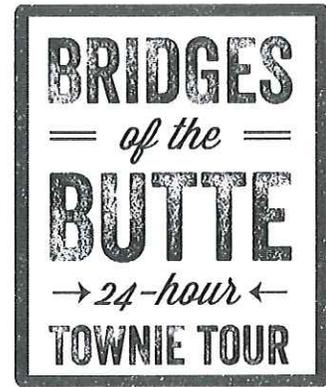
**Sunday, June 25, 2017**

11:45 AM: Final Lap

12:00 PM: Award Party at basecamp

2:00 PM: Basecamp and Course clean up

**Bridges of the Butte 24-Hour Townie Tour**  
**June 24 – 25, 2017**  
**Base Camp Description**



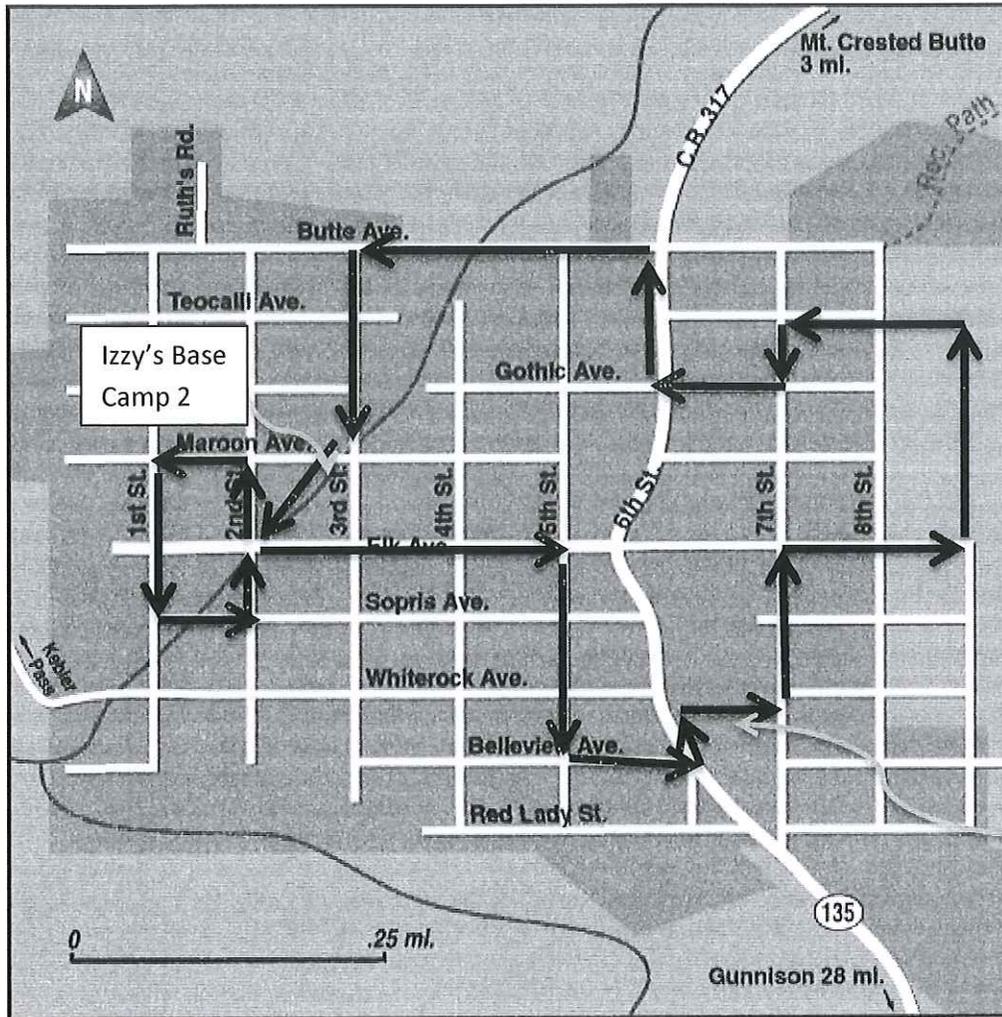
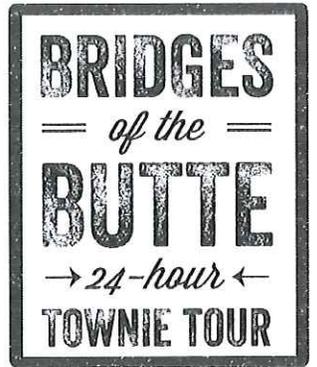
Due to the scheduled construction of the new Center for the Arts Building, the base camp for the Adaptive Sport Center's 13<sup>th</sup> Annual Bridges of the Butte 24-hour Townie Tour will be located in the Town Park—Old Town Soccer Field on the south side of the Center for the Arts. If available, we will be utilizing the Yelenick Pavilion.

Activities that will take place at the Base Camp are check-in, registration, lap counting and other tour support. This will be our main base of event operations, ASC will be setting up tables, banners, an inflatable arch and easy up tents.

We will also have a small fire in a portable fire pit. Of course, we will respect any fire ban that is in effect at the time of the event.

We will also be holding out after party from 12:00pm to 2:00pm at the base camp. This will include food, beer and awards.

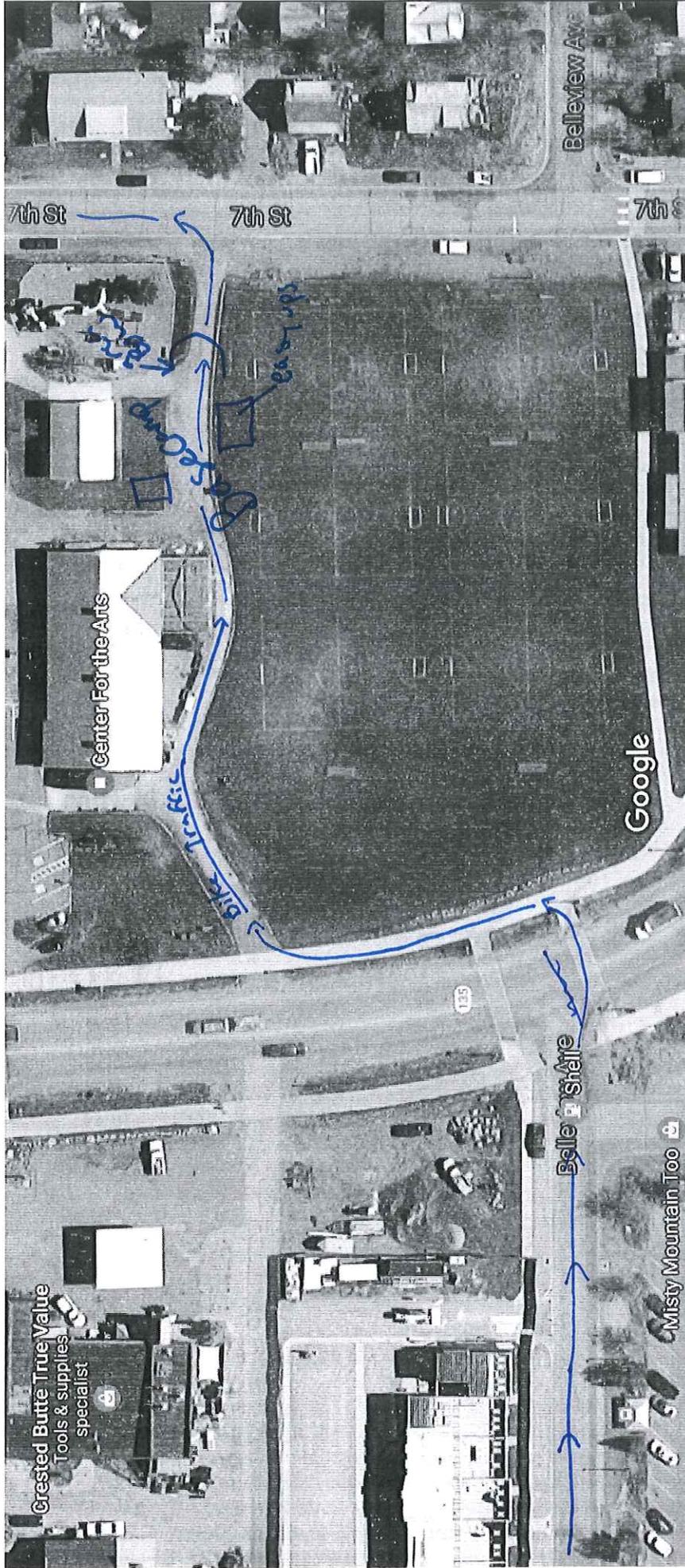
Route for the 2017 Bridges of the Butte 24-Hour Townie Tour



Base Camp in Old Town Soccer Fields & the Pavilion

Google Maps Crested Butte Town Park

Base Camp

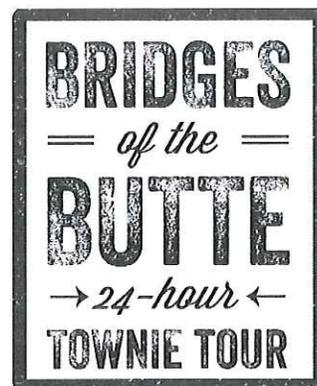


Imagery ©2017 Google, Map data ©2017 Google 50 ft

Bank of the West Arch



**Bridges of the Butte 24-Hour Townie Tour**  
**Safety Plan**  
**June 24 & 25, 2017**



Our goal is to put on a safe, fun event the whole family can enjoy. To reach this goal, ASC will have staff members at base camp and 6 volunteer course marshals positioned at key locations. These volunteer course workers will be stationed at:

- Belleview & 135
- Totem Pole Park
- Second & Elk
- Gothic & 135
- Alley & 2<sup>nd</sup> (behind the West End)
- 2<sup>nd</sup> & Sopris

These volunteer course marshals will be on course Saturday, June 24 from 12:00pm to 10:00pm and Sunday, June 25 from 7:00am to 12:00pm. Course marshals will also be stationed at Totem Pole Park & the corner of Elk & Second from 1:00am to 2:00am when the bars get out.

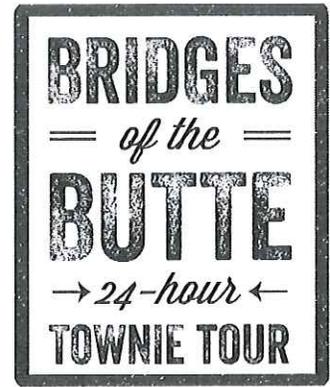
Course marshals will wear ASC volunteer vests to make them easily identifiable. Course marshals will also have a stop/slow sign to help them regulate biker traffic. Course marshals will help to ensure that Bridges participants are following the rules and regulations of the Town of Crested Butte; including excessive noise, illumination after dark, open containers and other unruly behavior.

Course marshals will be given a list of important numbers including Crested Butte Marshals Non-Emergency number, the event coordinator's number & they will have communication with the base camp so they can report unacceptable behavior. Participants will be asked to stop riding if their behavior is found to be unsafe. If the person in question does not respond to ASC staff's request to leave the ride, Crested Butte Town Marshals will be contacted. Additionally, the Marshal's office will have cell phone access to the event organizers and base camp point people.

It is important to note that the busiest laps will be at the start of the event (12:00pm on Saturday) and the final lap at approximately 11:45pm on Sunday. These laps have the highest concentration of riders.

**As a part of our safety plan, we are requesting that parking be prohibited on the south side of Elk Avenue from 2<sup>nd</sup> to 5<sup>th</sup>.** This significantly impacts the safety of the event both for participants and the general public. Specifically, it allows bikers to ride down Elk out of traffic and without the added danger of opening car doors and pedestrians walking out between cars in front of riders. It also makes the event more spectator friendly and adds to the festive nature of town.

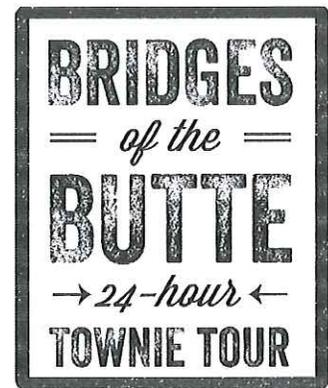
**Bridges of the Butte 24-Hour Townie Tour**  
**Additional Services Requested**  
**June 24 – 25, 2017**



We request:

- the use of barricades to demarcate the after party area where alcohol will be served. This will be in the pavilion, if available or in the field if not available.
- that Parks & Rec demarcate where camping is permitted/safe in town park
- the use of 20 traffic cones to help demarcate the route
- street sweeping to be done prior to the event, if possible
- use of the water truck (or a very long hose) to fill the drums which will hold up the Bank of the West Arch on Saturday morning
- that the sprinklers in soccer field, Rainbow Park (by the bike path), by the soccer fields by the 3-way and Totem Pole Park be turned off during the event.
- that any large pot holes be filled in deference to the handcyclist who will be participating in the event
- the ability to access to electric power to set up a temporary electric board for the vendors and ASC needs. This will be done by a licensed electrician.
- parking be blocked off in the following locations:
  - From the alley that runs behind the West End to Second to the corner of Maroon Ave
  - One spot on either side of where the bike path exists Totem Pole Park
  - One spot on either side of where the bike path enters the bridge/path behind Izzy's
  - South side of Elk Avenue from 2<sup>nd</sup> to 5<sup>th</sup> Street
- permission to have a small fire in a portable fire pit at base camp. We will respect any fire bans that may be in place.

**Bridges of the Butte 24-Hour Townie Tour**  
**June 24 – 25, 2017**  
**Additional Applicant Comments**



The Event:

Bridges of the Butte 24-Hour Townie Tour has become an iconic Crested Butte event. This event is popular both among locals and visitors. Last year the event sold out with 300 riders, a full third were from out of town.

Camping:

We are also asking permission to allow participants to set up tents on the soccer field next to the Arts Center

Sponsorship & Signage:

We are requesting permission to use our presenting sponsor, Bank of the West's inflatable archway. This arch is 20' long x 14' tall by 3 feet deep. Attached is a graphic representation of what the arch looks like. We will also request the use of the water truck on Saturday morning to fill the 4 50 gallon drums used to anchor the arch.

We would also like to have additional aid stations set up by Butte Bridge and Totem Pole Park. These aid stations would be set up at different times to provide water and snacks to riders and would involve setting up a table and having a banner.

Additionally, we are requesting permission to use asphalt decals (like the ones used for the US Pro Cycling Challenge) to demarcate the course. These decals would be placed on course Saturday and promptly removed on Sunday.

Lighting & Art:

Lighting the course to make it safe and fun is always a goal of the event. This year we will once again be working with Jeff Scott to light the path behind the Rainbow Park, the bridges on Butte Ave, Totem Pole Park, behind Izzy's and the Eldo and on First Street. The lanterns and other lights will be hung with little to no impact on the town property. If we are drawing power from adjacent properties, we will gain permission from the owners prior to the event.

This year we are interested in adding art installations on the bridges around town to make them look as festive during the day as they do with the lights at night. Again, these installations will be hung with little to no impact to town property and will be cleaned up at the close of the event.

Vendors:

This year we are also adding food vendors to the basecamp. Our plan is to stage the vendors in the parking lot to feed our participants and add to the festival feel of the event. We only expect to have 1 or 2 vendors. All vendors will be required to have fire extinguishers, be licensed by the state of Colorado, adhere to all state & town regulations and pay tax.

## APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

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

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

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

**DO NOT WRITE IN THIS SPACE**

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE <b>DISABLED SPORTS USA, INC</b>	State Sales Tax Number (Required) 98-09129-0000
---	--

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

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE Christopher K Hensley	11/17/1966	510 Sopris Ave PO Box 1285 Crested Butte CO 81224	970-349-5075
5. EVENT MANAGER Emily Girdwood	02/13/1981	572 Cascadilla St Unit B PO Box 3352 Crested Butte CO 81224	970-349-5075

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

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

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

Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
6/25/2017		12:00P	3:00P												

**OATH OF APPLICANT**

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

SIGNATURE 	TITLE Executive Director	DATE 3/15/2017
---------------	-----------------------------	-------------------

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/02/2017

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).

<b>PRODUCER</b> American Specialty Insurance & Risk Services, Inc.  7609 W. Jefferson Blvd., Suite 100 Fort Wayne IN 46804		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 260-969-5203      FAX (A/C, No): 260-969-4729 E-MAIL ADDRESS:																						
<b>INSURED</b> Disabled Sports USA, Inc. 451 Hungerford Drive, Suite 100  Rockville MD 20850		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Greenwich Insurance Company	22322	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
INSURER A:	Greenwich Insurance Company	22322																						
INSURER B:																								
INSURER C:																								
INSURER D:																								
INSURER E:																								
INSURER F:																								

**COVERAGES**

CERTIFICATE NUMBER: 1001387481

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: CLUB	Y		ASG089703602	12/01/2016	12/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	N	N	ASX089704002	12/01/2016	12/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 PROD-COMP WK HAZ AGG \$ 5,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			ASL089777202	12/01/2016	12/01/2017	EACH COMMON CAUSE \$1,000,000 AGGREGATE \$2,000,000

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

- Coverage applies to the following chapter: ADAPTIVE SPORTS CENTER OF CRESTED BUTTE, INC., .

- The Certificate Holder shall be an Additional Insured, but only with respect to the operations of the Named Insured, and subject to the provisions and limitations of Form CG 2026 Additional Insured - Designated Person or Organization, but only with respect to BRIDGES OF THE BUTTE 24-HOUR TOWNIE TOUR from June 24, 2017 through June 25, 2017.

**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 
--	--

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### Business Entity Search, Certificate of Status & Document Order

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

[Order Documents](#)

[General Information](#)

[Filing History](#)

[Personal Property](#)

### General Information

**Department ID Number:**

F07126626

**Business Name:**

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

**Principal Office:**

STE 2540  
6060 SUNRISE VISTA DR  
CITRUS HEIGHTS CA 95610

**Resident Agent:**

KIRK BAUER  
306 POTOMAC ST  
ROCKVILLE MD 20850

**Status:**

INCORPORATED

**Good Standing:**

**THIS BUSINESS IS IN GOOD STANDING**

» **Order Certificate of Status**

**Business Type:**

FOREIGN CORPORATION

**Business Code:**

ORDINARY BUSINESS - NON-STOCK

**Date of Formation/ Registration:**

12/05/2002

**State of Formation:**

CA

**Stock Status:**

NONSTOCK

**Close Status:**

N/A

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→ **General Information**

Document Order

Contact Information

Review Order

Payment

Download Documents

 **Support**

BRIDGES OF THE BUTTE (JUNE 24-25, 2017)

DEPARTMENT APPROVALS (For Official Use Only)

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

Marshal's Department :

Signature: [Signature] Date: 4/18/17  
Name (Printed): Michelle Reilly

Conditions/Restrictions/Comments:  
SEE INSTRUCTIONS TO ORGANIZERS

Public Works:

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

Conditions/Restrictions/Comments:  
OK Can we get a meeting scheduled one week prior to event to discuss.  
Thank you

Parks and Recreation:

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

Conditions/Restrictions/Comments:  
Yelenick Pavilion will not be available. Permit for Town Park attached.

Town Clerk:

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

Conditions/Restrictions/Comments:

Town Manager:

Signature: [Signature] Date: 4/19/17  
Printed Name (Printed): DARA MACDONALD

Conditions/Restrictions/Comments:

BRIDGES OF THE BUTTE (JUNE 24-25, 2017)

C Crested Butte Fire Protection District:  
Signature [Handwritten Signature] Date 3/31/17  
Printed Name (Printed) \_\_\_\_\_

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

Mt. Express Bus Service:  
Signature [Handwritten Signature] Date 4/4/17  
Printed Name (Printed) Chris Larson

Conditions/Restrictions/Comments:  
OK

Official Use Only:

Application Received 3/13/17 Date Distributed 3/22/17

Council Date (if applicable) MAY 15, 2017

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

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

Application fee \$25 Check # 21498 Date Paid 3/13/17

Permit Fee \$50 Check # 21498 Date Paid 3/13/17

Local Liquor License Fee \$25 Check # 21508 Date Paid 3/13/17

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

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

Clean Up Deposit \$50 Check # 21498 Date Paid 3/13/17 Date Returned: \_\_\_\_\_



## Staff Report

May 15, 2017

**To:** Mayor and Town Council  
**Thru:** Dara MacDonald, Town Manager  
**From:** Lynelle Stanford, Town Clerk  
**Subject:** 4<sup>th</sup> of July Special Event Application  
**Date:** April 7, 2017

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### Summary:

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

### Recommendation:

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



# TOWN OF CRESTED BUTTE SPECIAL EVENT APPLICATION

## 1. EVENT INFORMATION:

Name of Event: 4th of July

Date(s) of Event: July 4, 2017

Location(s) of Event: Elk Ave & 3rd Street, CB, CO, 81224

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

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

Event Schedule and Description of Event Attached

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

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

Date	<u>Tues, July 4</u>	Time: From	<u>10 am</u>	To	<u>2 pm</u>
Date	_____	Time: From	_____	To	_____
Date	_____	Time: From	_____	To	_____
Date	_____	Time: From	_____	To	_____

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

Date	<u>Tues, July 4</u>	Time: From	<u>6:30 am</u>	To	<u>4 pm</u>
Date	_____	Time: From	_____	To	_____
Date	_____	Time: From	_____	To	_____
Date	_____	Time: From	_____	To	_____

Expected Numbers: Participants: NA Spectators: 15,000

Name of Event Organizer: ELIZA CRESS

Phone: 970 349 6438 Cell Phone: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ E-Mail: marketing@cbchamber.com

Mailing Address of Organization Holding the Event: PO Box 1288, CB, CO, 81224

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

2. INSURANCE, LIQUOR PERMITS, SECURITY PLANS:

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

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

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

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

NA

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

Is Proof of Insurance Attached?  Yes  No

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

Will Your Event Require Any Road Closures?  Yes  No

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

Streets: Elk Ave <sup>from 7th St</sup> to 2nd St Date July 4 Time: From 9 am To 12:30 pm

Streets: 3rd St <sup>from Maroon Ave</sup> to Sopris Ave Date July 4 Time: From 5 am To 4 pm

Streets: 8th to Red Lady Date July 4 Time: From 9 am To 10 am

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

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

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

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

If Yes, Explain Impact (include times): During the parade starting at 9 am and lasting until 12:30 pm.

Will Your Event Affect Any Handicapped Parking Spaces?  Yes  No

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

Describe Plan for Parking: Elk Ave will not be open for parking. Vehicles will need to be parked in other lots around town.

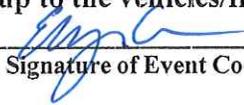
Is Your Event Requesting Any Additional Services from the Town of Crested Butte (such as barricades, utility irrigation locates, traffic control, snow removal, electrical power, trash removal, additional police etc.)?  Yes  No

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

We will need barricades for road closures and police escorts (front & back) during the parade, which starts at 11 am sharp.

Does Your Event Include a Parade?  Yes  No

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

  
Signature of Event Coordinator

#### 4. AMPLIFIED SOUND AND NOTIFICATION:

Will There Be Amplified Sound at This Event?  Yes  No

If Yes, Describe: PA/announcing & music

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

Describe Plan for Notifying Businesses and Residents Impacted by Your Event: There will be ample advertisement in local outlets; CB News, chamber Website & KBUT Radio.

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

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

What recyclable products will be generated at the event? In years past it has been predominantly trash.

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

We will be working with waste management to provide a dumpster for the parade & both trash & recycling for the food vendors.

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

We will place ample porta-pots behind the fire station for before, during & after the parade. 10 total - 8 regular & 2 handicap

#### 6. SALES TAX:

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

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

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

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

Town of Crested Butte Sales Tax Application is Attached.

List of Vendors with your Crested Butte Sales Tax Application.

This information is not yet available. All vendors will be distributed paper work prior to the 4th.

#### 7. BANNER PERMITS:

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

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

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

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

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

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

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

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

ELIZA CRESS /  / 3/22/17  
Print Name Clearly / Signature of Applicant (Permittee) / Date

## 2017 4<sup>th</sup> of July - Event Schedule

### Tuesday, July 4<sup>th</sup>

6am	Food Vendors Load-In
9am	Floats begin lining up, all water fight floats at the rear
10am	All floats are checked in Food vendors Open
10:45am	Parade MC begins commentary
11am	Parade Starts
12pm	Parade ends, clean up begins
12:30pm	Carnival begins & Dr. Robert begins playing
2pm	Carnival & Dr. Robert ends Crested Butte Music Festival concert begins at Town Park
4pm	Everything cleaned up 3 <sup>rd</sup> Street re-opened

Tues, July 4th Food Court/  
Venue  
(10 am - 2 pm)



Tues, July 4th Parade Route (start 11 am)



CO-81224

Parade Lineup (8th St)



CRESBUT-13

NANCYR

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/5/2017

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).

<b>PRODUCER</b> Mountain West In & Fin Serv LLC 100 E. Victory Way Craig, CO 81625	<b>CONTACT NAME:</b> Nancy Reif <b>PHONE (A/C, No, Ext):</b> (970) 824-8185 <b>FAX (A/C, No):</b> (970) 824-8188 <b>E-MAIL ADDRESS:</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b>  Crested Butte/Mt.Crested Butte Chamber of Commerce PO Box 1288 Crested Butte, CO 81224	<b>INSURER A:</b> Secura Insurance Company
	<b>INSURER B:</b> Scottsdale Insurance Company
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

### 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	20CP0031842796	09/10/2016	09/10/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP. (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ <b>Liquor Liab</b> \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <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"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE    OTH-ER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
B	Directors & Officers		EK13166308	09/10/2016	09/10/2017	Directors & Officers 1,000,000
B	Directors & Officers		EK13166308	09/10/2016	09/10/2017	EPLI 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder is an additional insured on the general liability policy as required by written contract or agreement.

### 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

*Nancy Reif*

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

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

Crested Butte / Mt. Crested Butte Chamber of Commerce

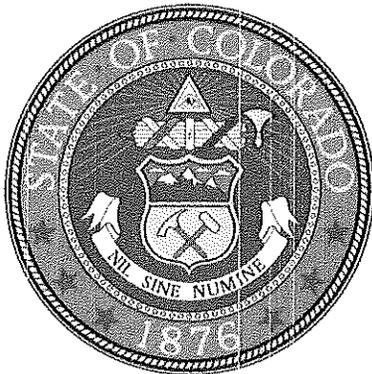
is a

Nonprofit Corporation

formed or registered on 12/29/1980 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871420932 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/21/2017 that have been posted, and by documents delivered to this office electronically through 03/22/2017 @ 18:19:09 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/22/2017 @ 18:19:09 in accordance with applicable law. This certificate is assigned Confirmation Number 10145713 .



A handwritten signature in cursive script that reads '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."

4<sup>TH</sup> OF JULY (JULY 4, 2017)

DEPARTMENT APPROVALS (For Official Use Only)

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

Marshal's Department :

Signature: [Signature] Date: 4/19/17  
Name (Printed): Michelle Kelly

Conditions/Restrictions/Comments:  
✓ - MEETING PRIOR TO  
EVENT TO iron out DETAILS

Public Works:

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

Conditions/Restrictions/Comments:  
OK - will need a meeting  
to organize no more  
than 2 weeks out  
THANK you

Parks and Recreation:

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

\*P+R crew will come off parking for these

Conditions/Restrictions/Comments:  
I've order the following already:  
Portos: 1 ADA behind museum,  
1 @ 2nd/EIK, 1 ADA + 1 regular  
at 308 3rd  
Dumpsters: For 308 EIK  
2 byd. dumpsters  
1 byd. cardboard recycling

Town Clerk:

Signature: [Signature] Date: 4.6.2017  
Printed Name (Printed): Wynelle Stanford

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

Town Manager:

Signature: [Signature] Date: 5/10/2017  
Printed Name (Printed): DARA MACDONALD

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

4TH OF JULY (JULY 4, 2017)

Crested Butte Fire Protection District:

Ric Emms 5/4/17   
Signature Date

Ric Emms   
Printed Name (Printed)

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

Mt. Express Bus Service:

[Signature] 5/5/17   
Signature Date

Bill Quiggie   
Printed Name (Printed)

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

Official Use Only:

Application Received  3/24/17  Date Distributed  3/24/17

Council Date (if applicable)  MAY 15, 2017

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

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

Application fee  \$ 25  Check #  3470  Date Paid  3/27/17

Permit Fee  \$ 200  Check #  3470  Date Paid  3/27/17

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

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

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

Clean Up Deposit  \$ 200  Check #  3470  Date Paid  3/27/17  Date Returned: \_\_\_\_\_



## Staff Report May 11, 2017

**To:** Mayor and Town Council  
**Thru:** Dara MacDonald, Town Manager  
**From:** Lois Rozman, Finance Director  
**Subject:** 1<sup>st</sup> Quarter 2017 Financial Report

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Attached is the financial report for the 1<sup>st</sup> quarter of 2017 for your review. Some highlights, or lowlights, are:

- General Fund revenues are ahead of budget and expenditures are under budget. There is only one department where expenditures are more than budgeted at present and that is Court. The expenditures are due to the outside attorney needed for an ongoing municipal case. The case has finished up in April and we do not anticipate additional fees moving forward.
- Sewer & Water Fund revenues are ahead of budget and expenditures are under budget. The Wastewater Treatment Plant major capital project will begin during the second quarter of 2017 and will begin to have significant expenditures for that project.
- General Capital Fund – Open Space: Real estate transfer tax is a little behind budget through March, however, the 2<sup>nd</sup> quarter is seeing a fairly active market and we expect the transfer tax to be on budget by the end of the 2<sup>nd</sup> quarter. Expenditures are under budget as the budget anticipated the Trampe project closing during the 1<sup>st</sup> quarter which did not happen. The project is still on tap to close during 2017.
- General Capital Fund – Capital: Revenue is ahead of budget mostly due to increased sales tax and use tax collections. Expenditures are under budget as the budget anticipated some capital purchases to have happened in the 1<sup>st</sup> quarter and they won't occur until later in the year. The only area of concern at present is in the Park Maintenance Line. The Town incurred \$35,400 in roof shoveling expense for the Big Mine Ice Arena which was not anticipated in the budget.
- Street & Alley Fund revenue is slightly ahead of budget while expenses are over budget due to the increased snow removal costs incurred to date. The cost for snow removal January through March was \$280,575. The snow removal budget was \$110,000 for January through March and \$230,000 for the year. We estimate snow removal expenses for the entire year of 2017 (assuming average snow fall for Nov/Dec) to be approximately \$335,000, and consuming the entire \$100,000 snow removal contingency fund.
- Affordable Housing Fund revenue is behind budget due to less housing payments in lieu collected on building permits than the budget anticipated. Expenditures are over budget due to the purchase of a Poverty Gulch unit.
- Sales Tax Fund revenue is ahead of budget and expenditures are over budget all due to the busy winter season sales tax collections.

Financially, the Town continues to maintain a strong position and Staff will continue to diligently monitor revenue and expenditures.

**Council Quarterly Summary**  
**March 31, 2017**

	<u>Y-T-D</u> <u>ACTUAL</u>	<u>Y-T-D</u> <u>BUDGET</u>	<u>VARIANCE</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>GENERAL FUND</b>				
Revenue	1,052,879.64	971,910.00	80,969.64	3,834,986.00
Contribution from Reserve	0.00	0.00	0.00	414,410.00
Total Revenue	<u>1,052,879.64</u>	<u>971,910.00</u>	<u>80,969.64</u>	<u>4,249,396.00</u>
<b>EXPENDITURES</b>				
General Government	98,596.71	156,249.50	57,652.79	395,949.00
Court	7,012.41	5,317.25	(1,695.16)	15,392.00
Council	15,586.67	20,684.00	5,097.33	74,028.00
Elections	0.00	0.00	0.00	11,600.00
Legal	101,864.93	110,517.00	8,652.07	442,100.00
Clerk	39,008.19	51,919.00	12,910.81	191,893.00
Manager	39,324.21	43,472.00	4,147.79	216,841.00
Finance	91,525.23	102,624.00	11,098.77	397,726.00
Marshal	252,033.68	287,060.00	35,026.32	866,352.00
Planning	44,319.61	59,294.40	14,974.79	228,282.00
Facility Maintenance	32,862.24	43,446.32	10,584.08	156,931.00
Town Shop	41,432.56	59,630.00	18,197.44	220,136.00
Public Works	43,440.69	70,621.00	27,180.31	263,472.00
Building	101,431.27	115,532.00	14,100.73	424,378.00
Recreation	77,892.89	89,376.27	11,483.38	338,884.00
Total Expenditures	<u>986,331.29</u>	<u>1,215,742.74</u>	<u>229,411.45</u>	<u>4,243,964.00</u>
NET REVENUE (EXPENSE)	<u>66,548.35</u>	<u>(243,832.74)</u>	<u>310,381.09</u>	<u>5,432.00</u>
<b>SEWER &amp; WATER FUND</b>				
Revenue	410,461.95	394,208.00	16,253.95	5,214,985.00
<b>EXPENDITURES</b>				
Administration	136,843.85	146,462.00	9,618.15	482,389.00
Water Operations	66,580.47	82,888.25	16,307.78	340,761.00
Wastewater Operations	112,562.15	151,124.00	38,561.85	661,779.00
Capital Expenses	46,404.09	47,000.00	595.91	3,421,000.00
Total Expenditures	<u>362,441.15</u>	<u>427,474.25</u>	<u>65,033.10</u>	<u>4,905,929.00</u>
NET REVENUE (EXPENSES)	<u>48,020.80</u>	<u>(33,266.25)</u>	<u>81,287.05</u>	<u>309,056.00</u>

**GENERAL CAPITAL FUND****Open Space**

Revenue	125,437.50	137,499.00	(12,061.50)	551,200.00
Contribution from Reserve	0.00	0.00	0.00	508,914.00
Expenditures	0.00	1,000,000.00	1,000,000.00	1,020,114.00
NET REVENUE (EXPENSE)	125,437.50	(862,501.00)	987,938.50	40,000.00

**Capital**

Revenue	291,400.08	257,504.00	33,896.08	3,394,822.00
Contribution from Reserve	0.00	0.00	0.00	43,000.00
Expenditures	306,869.64	342,383.00	35,513.36	2,373,801.00
NET REVENUE (EXPENSE)	(15,469.56)	(84,879.00)	69,409.44	1,065,221.00

**CONSERVATION TRUST FUND**

Revenue	6,131.26	5,728.00	403.26	11,820.00
Contribution from Reserve	0.00	0.00	0.00	0.00
Expenditures	0.00	0.00	0.00	0.00
NET REVENUE (EXPENSE)	6,131.26	5,728.00	403.26	11,820.00

**STREET & ALLEY FUND**

Revenue	236,354.24	227,097.00	9,257.24	751,663.00
Contribution from Reserve	0.00	0.00	0.00	0.00
Expenditures	301,183.17	169,728.00	(131,455.17)	1,273,297.00
NET REVENUE (EXPENSE)	(64,828.93)	57,369.00	(122,197.93)	(521,634.00)

**AFFORDABLE HOUSING FUND**

Revenue	11,675.26	14,649.00	(2,973.74)	290,600.00
Contribution from Reserve	0.00	0.00	0.00	0.00
Expenditures	81,126.21	77,301.00	(3,825.21)	493,640.00
NET REVENUE (EXPENSE)	(69,450.95)	(62,652.00)	(6,798.95)	(203,040.00)

**SALES TAX FUND**

Revenue	1,092,283.72	1,039,526.00	52,757.72	4,073,575.00
Contribution from Reserve	0.00	0.00	0.00	535,931.00
Expenditures	1,129,123.66	1,030,112.00	(99,011.66)	4,572,474.00
NET REVENUE (EXPENSE)	(36,839.94)	9,414.00	(46,253.94)	37,032.00

TOWN OF CRESTED BUTTE  
 KEY REVENUE COMPARISON  
 March 31, 2017

	<b>Year to Date Actual</b>	<b>Budget to Actual</b>	<b>Amount Variance</b>	<b>Prior Year To Date Actual</b>	<b>Current to Prior Variance</b>
Sales Tax	974,799.60	932,631.00	42,168.60	914,345.16	60,454.44
<b>General Fund</b>					
Property Tax	77,468.32	73,000.00	4,468.32	81,267.96	(3,799.64)
Building Dept.	12,034.06	14,470.00	(2,435.94)	15,746.77	(3,712.71)
Recreation Fees	22,149.25	14,324.00	7,825.25	26,699.83	(4,550.58)
Fines	11,722.77	12,436.00	(713.23)	14,287.00	(2,564.23)
<b>Water &amp; Wastewater</b>					
Tap Fees	4,109.00	0.00	4,109.00	0.00	4,109.00
Service Charges	325,219.64	311,999.00	13,220.64	305,424.20	19,795.44
<b>General Capital</b>					
Transfer Tax	250,875.00	274,998.00	(24,123.00)	426,124.44	(175,249.44)
<b>Street &amp; Alley</b>					
Property Tax	199,520.75	187,000.00	12,520.75	246,920.83	(47,400.08)
<b>Affordable Housing</b>					
Housing in Lieu Pmt	1,359.60	4,500.00	(3,140.40)	1,311.96	47.64



## Staff Report

May 15, 2017

**To:** Mayor and Town Council

**From:** Dara MacDonald, Town Manager

**Subject:** Administrative Plan and Restructuring of Planning and Building Departments

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**Summary:** C.R.S. § 31-4-215 requires that the manager propose a plan of administrative organization to the Town Council which, if approved by the council, shall be adopted by ordinance. Section 6.3(f) of the Home Rule Charter of the Town of Crested Butte states: the town manager shall “exercise supervision and control over all executive and administrative departments, and recommend to the Council any proposal he thinks advisable to establish, consolidate or abolish departments”. Further, § 6.9 of the Home Rule Charter states: “The administrative functions of the Town shall be performed by the departments existing at the time this Charter is adopted and such other departments as may be hereafter established by ordinance. Upon recommendation of the Town Manager, the Council may, by ordinance, consolidate or merge any of the said departments, whether set forth in this Charter or created by ordinance.”

With the resignation of the Building and Zoning Director, and reevaluation of the departmental structure, I am recommending adoption of the attached plan of administrative organization with the consolidation of the Planning and Building Departments into a Community Development Department. The structure of other departments of the town would remain unchanged.

**Previous Council Action:** The Council has not taken any recent action on the administrative organization of the town. It is unclear when the last time adoption of a plan of administrative organization has been reviewed or adopted by the Town Council or the last time the council approved an ordinance impacting the departmental structure.

Council was informed of this recommendation for restructuring during their retreat on March 8, 2017. The plan to advertise for a planner position was presented to the council during the regular meeting on March 20, 2017 with the actual hiring subject to approval of the reorganization by the Town Council.

**Background and Discussion:** The Administrative Plan required by statute must provide for the establishment of the office of town clerk, chief of police and other such officers as are deemed necessary for the efficient administration of the town

It seems that the current departmental structure involving building and planning evolved around the unique skills of long-time senior staff including John Hess and Bob Gillie. In particular the

expertise in both construction and historic preservation led to the evolution of the Building and Zoning Department headed by Bob Gillie. While this structure has served Crested Butte well, there has sometimes been a disconnect between current planning and long-range planning, some of which has fallen under the purview of the town planner.

Consolidation of the related services of building, zoning, historic preservation and long-range planning under one department will ensure that all facets of decisions involving the built environment of the community are considered during relevant decision making. It will also result in the elimination of one department head position in the organization.

In practical terms, I intend to shift the existing Planning Director, Michael Yerman, to the newly created position of Community Development Director. The position of Planning Director would be eliminated. The remainder of the positions within the department will remain largely the same with slight modification to some job descriptions to reflect actual duties performed. In order to backfill some of the day to day planning duties that have previously been performed by the town planner or planning director positions, we are currently hiring for a mid-level planner position.

There is one new position shown on the detailed chart for the Community Development Department; the Short Term Rental/Residential Inspector position. This position has been discussed with the Council previously. This position would fill two primary roles – managing the licensing and inspections of vacation rentals and also conducting building inspections for residential properties. Bob Gillie is a qualified building inspector and with his departure the current building official will need assistance with covering inspections during the busy construction season. We have made arrangements with Mt. Crested Butte to assist in the near term until we have authorization from the council to fill this new position. A significant portion of the cost of this position will be covered through licensing fees for vacation rentals beginning in late 2017 in advance of the licensing requirement becoming effective on January 1, 2018.

Overall the proposed reorganization will result in more efficient delivery of services for the community.

**Legal Implications:** Action on any reorganization or consolidation of departments is required to be approved by ordinance of the Town Council under Sections 6.3 and 6.9 of the Home Rule Charter for Crested Butte.

**Financial Implications:** There is no increase in budget under the proposed reorganization. Staff will be coming back to council in the near future to discuss hiring of the Short term rental/Residential Inspector position which is not funding in the adopted 2017 budget.

**Recommendation:**

A Council person make a motion followed by a second to approve Ordinance 11, Series 2017.

**ORDINANCE NO. 11**

**SERIES 2017**

**AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL ADOPTING AN ADMINISTRATIVE PLAN PRESENTED BY THE TOWN MANAGER FOR THE DEPARTMENTS OF TOWN ADMINISTRATION PURSUANT TO C.R.S. § 31-4-215 AND MERGING THE BUILDING AND PLANNING DEPARTMENTS PURSUANT TO § 6.9 OF THE CRESTED BUTTE HOME RULE CHARTER**

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

WHEREAS, pursuant to C.R.S. § 31-4-215, the Town Council, upon the report and recommendation of the Town Manager, to create and establish by ordinance administrative departments of Town administration based on a plan of administrative organization presented to the Town Council by the Town Manager;

WHEREAS, Section 6.9 of the Crested Butte Home Rule Charter (the “**Town Charter**”) requires that the administrative functions of the Town shall be performed by the departments existing at the time the Charter was adopted and such other departments as may be hereafter established by ordinance; provided that upon recommendation of the Town Manager, the Town Council may, by ordinance, consolidate or merge any of the departments, whether set forth in the Charter or created by ordinance;

WHEREAS, the Town Manager has presented a plan of administrative organization to the Town Council recommending the administrative departments of Town administration; and

WHEREAS, the Town Council hereby finds that that the plan of administrative organization presented to the Town Council by the Town Manager and attached to this ordinance is in the best interest of the health, safety and general welfare of residents and visitors of Crested Butte.

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

**Section 1.** **Recitals and Findings.** The Recitals set forth above are incorporated as if fully set forth herein. The findings set forth in such recitals are hereby deemed findings of fact material to this ordinance.

**Section 2. Plan of Administrative Organization.** Pursuant to C.R.S. § 31-4-215, the Town Manager recommends the plan of administrative organization (the “**Plan**”) attached hereto as **Exhibit “A.”** The Town Council hereby adopts the Plan.

**Section 3. Merger of Departments.** Pursuant to Section 6.9 of the Charter, the Town Manager recommends the merger of the Building and Planning Departments. The Town Council hereby approves the merger of the Building and Planning Departments pursuant to the Plan. References in the Crested Butte Municipal Code to the Planning Department, the Town Planner and Building and Zoning Director shall, for purposes thereof mean the Town Manager and her designees.

**Section 4. Severability.** If any section, sentence, clause, phrase, word or other provision of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases, words or other provisions of this ordinance, or the validity of this ordinance as an entirety, it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

**Section 5. Savings Clause.** Except as amended hereby, the Crested Butte Municipal Code, as amended, shall remain valid and in full force and effect. Any provision thereof that is in conflict with this ordinance is hereby repealed as of the enforcement date hereof.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS \_\_ DAY OF \_\_\_\_\_, 2017.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

TOWN OF CRESTED BUTTE, COLORADO

By: \_\_\_\_\_  
Glenn Michel, Mayor

ATTEST:

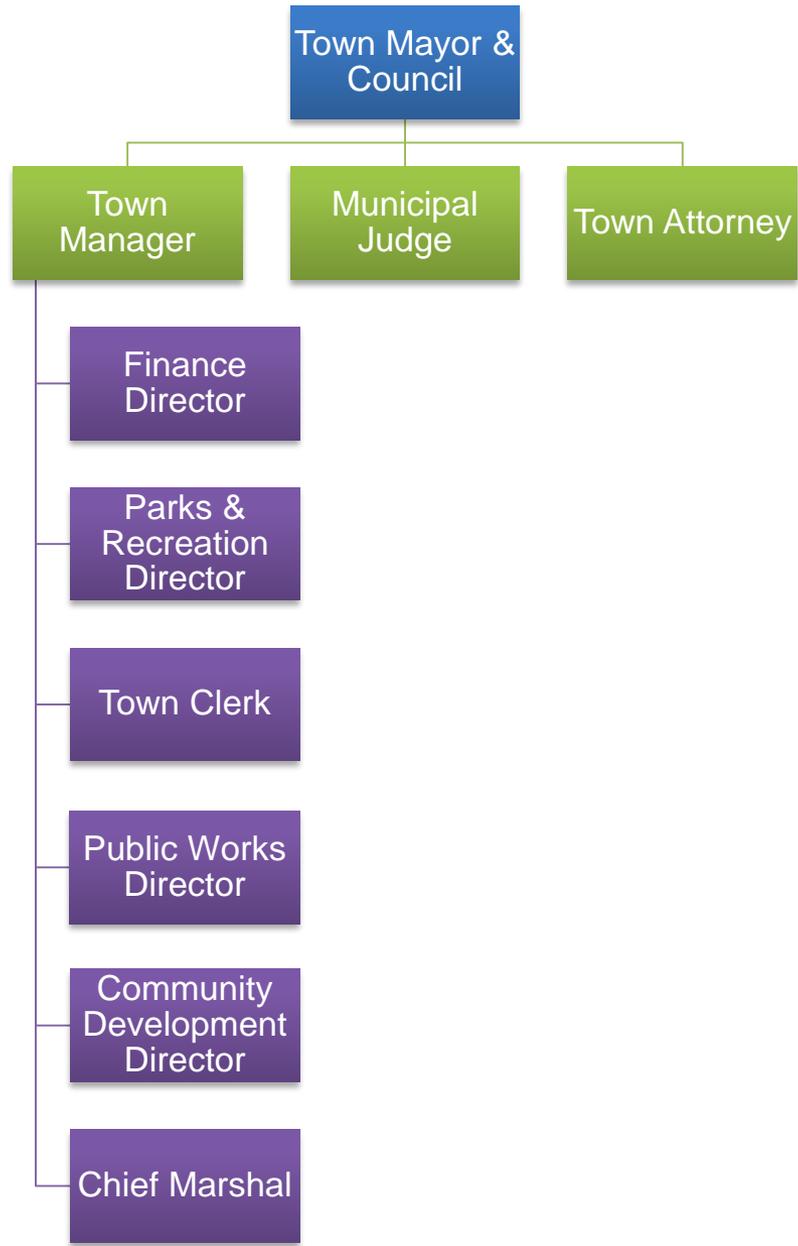
\_\_\_\_\_  
Lynelle Stanford, Town Clerk

(SEAL)

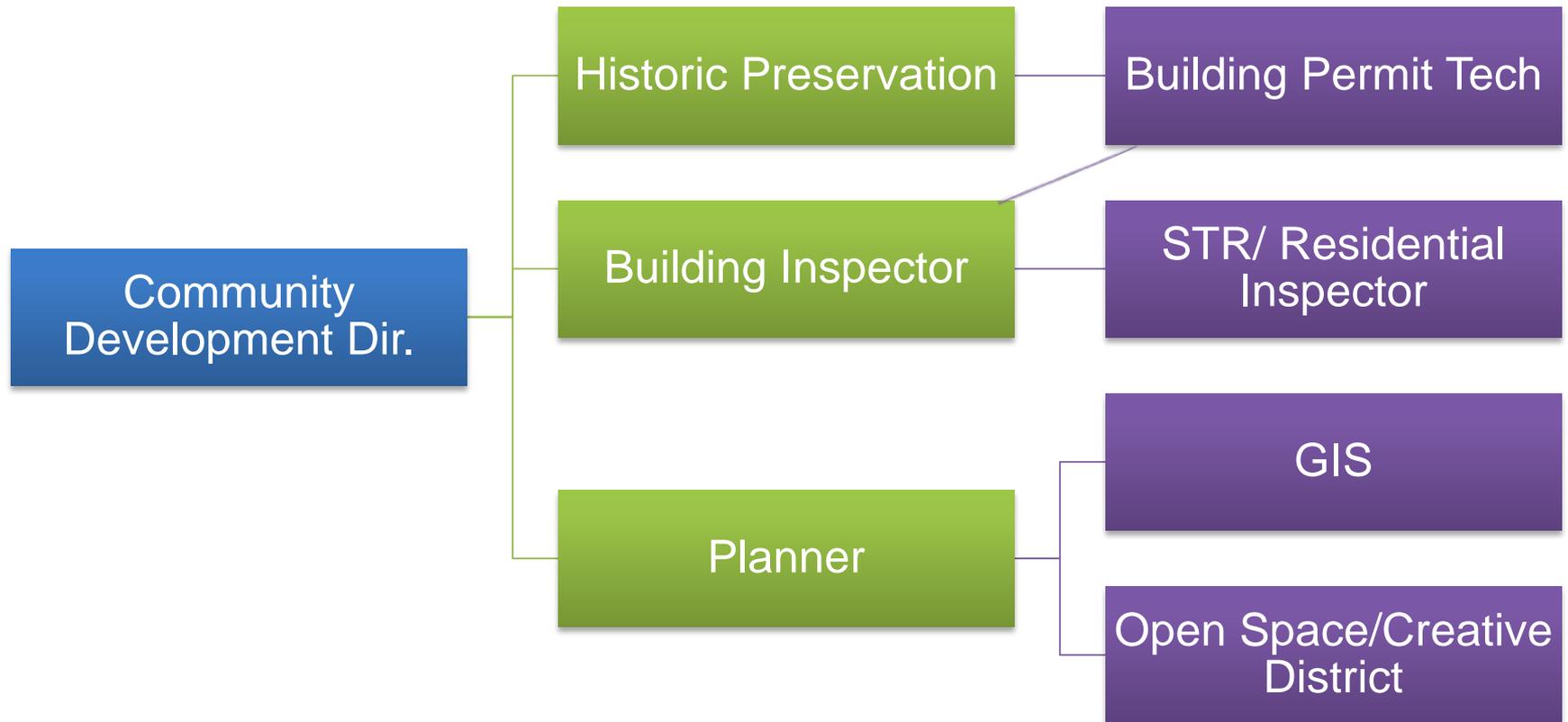
**EXHIBIT "A"**  
(Plan)

[attach Plan here]

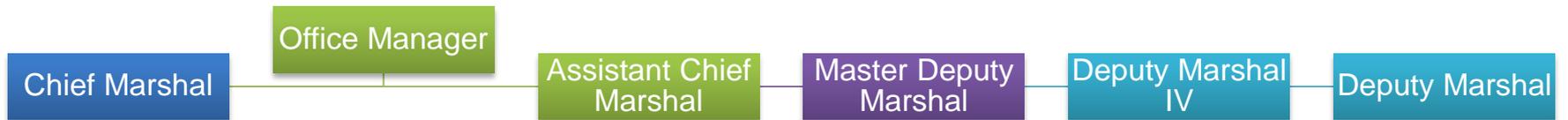
Exhibit A  
Administrative Plan



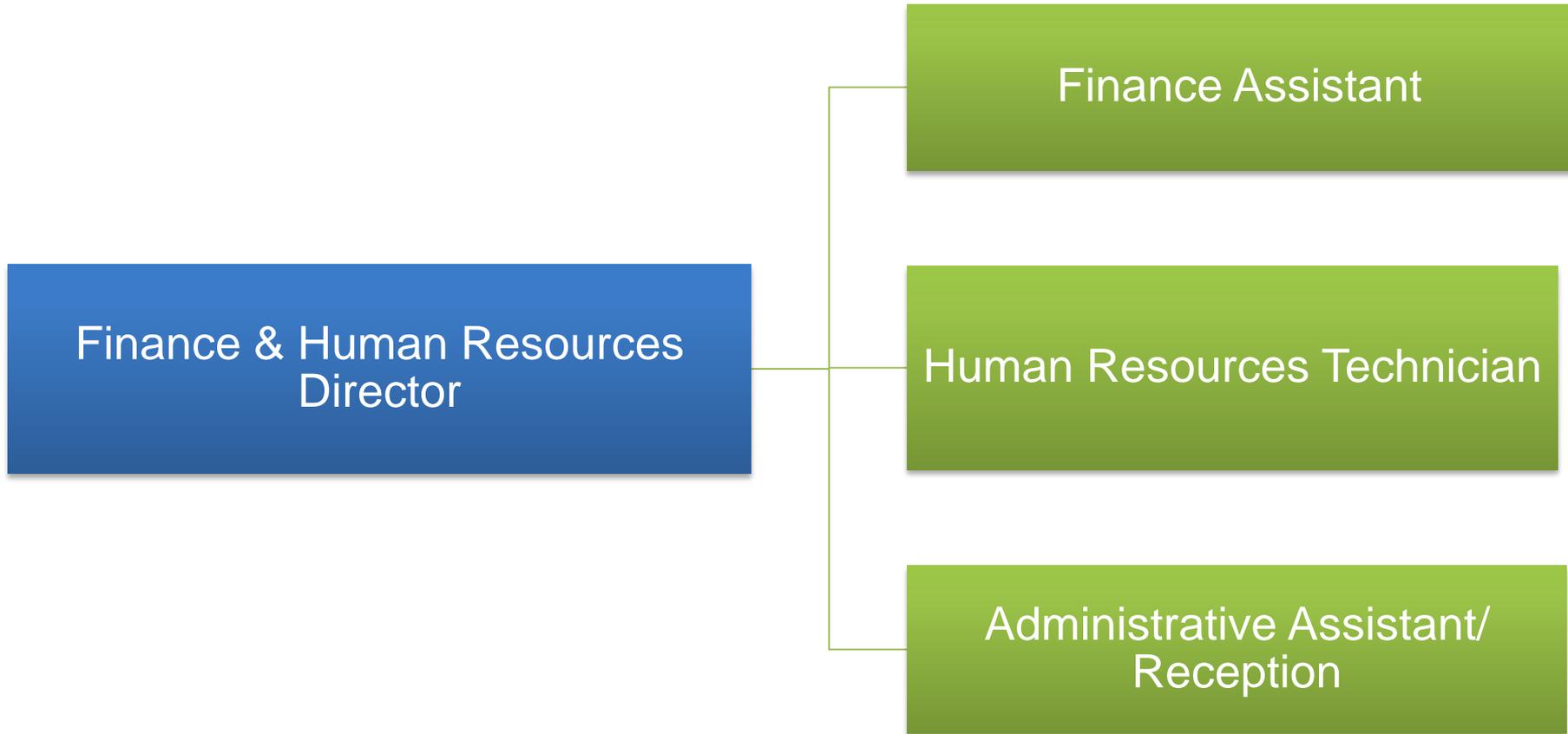
# Community Development Department



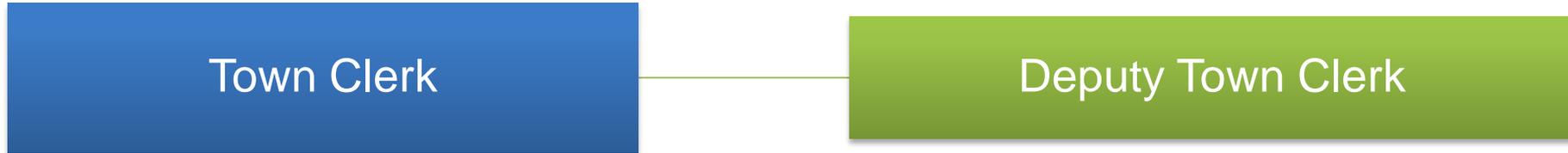
# Marshals Department



# Finance



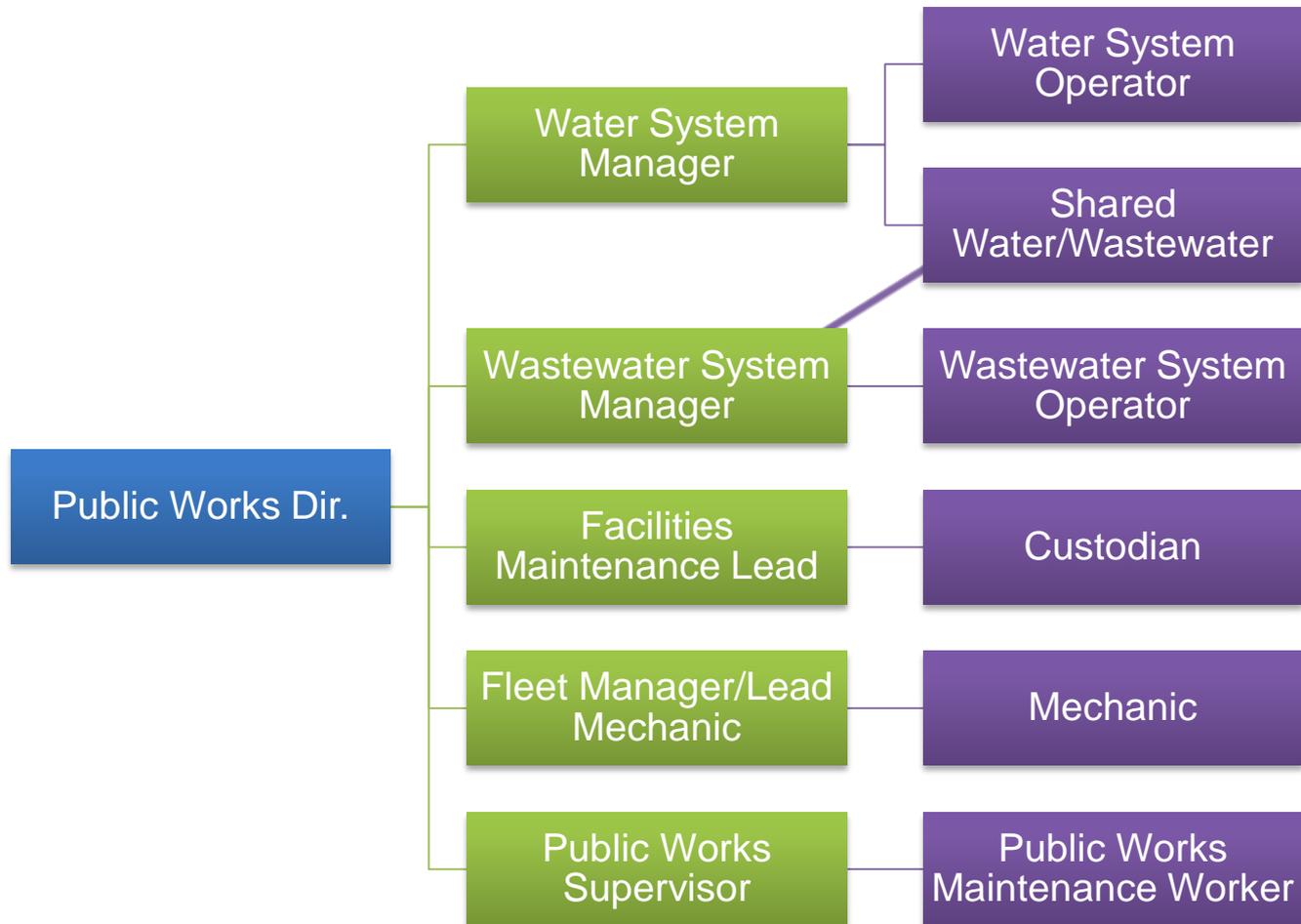
# Clerk



# Parks & Recreation



# Public Works





## Staff Report

May 15, 2017

**To:** Mayor and Town Council

**Thru:** Dara MacDonald, Town Manager

**From:** Hilary Henry, Open Space/Creative District Coordinator

**Subject:** **Expansion of the Creative District Commission**

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**Background:**

The Town Council passed Ordinance 14, Series 2015 establishing the Creative District Commission. The Ordinance states that the Commission shall be comprised of seven (7) voting members, appointed by the Town Council. The Commission also includes a Town Staff member and a Town Council liaison.

During the Work Session with the Town Council on March 20, 2017, the Creative District Commission requested that the Council consider expanding the Commission to nine (9) voting members. Like current Commissioners, the Town Council will appoint the two new voting members to three-year terms.

The current Commissioners have been working 10+ hours/week over the past year, as volunteers, to establish the Creative District. As the Creative District continues to grow, they believe that additional Commissioners will help keep their workload manageable and will diversify the perspectives represented on the Commission.

Ordinance 12, Series 2017 expands the Creative District Commission to nine (9) voting members appointed to 3 year terms.

**Recommendation:** Staff recommends that a Council member makes a motion, followed by a second, to approve Ordinance 12, Series 2017.

**ORDINANCE NO. 12**

**SERIES 2017**

**AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AMENDING CHAPTER 2, ARTICLE 8 OF THE CRESTED BUTTE MUNICIPAL CODE TO EXPAND THE CREATIVE DISTRICT COMMISSION MEMBERSHIP AND INCLUDING REQUIREMENTS RELATED THERETO**

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

WHEREAS, Chapter 2, Article 8 of the Crested Butte Municipal Code (the "**Code**") contains membership requirements for the Crested Butte Creative District Commission (the "**Commission**");

WHEREAS, on March 19, 2017, the Town Council received a request from the members of the Commission to expand its membership to include two additional at-large members each with three-year appointed terms; and

WHEREAS, the Town Council finds that the expansion of the Commission's membership will, in addition to providing additional input for appropriate guidelines for the placement of works of art within Crested Butte, lead to the further development of public arts and culture in Crested Butte that will mutually benefit the business and cultural environment of Crested Butte and the surrounding communities, and expanding the membership of the Commission is therefore in the best interest of the environment and the health, safety and general welfare of the residents and visitors of Crested Butte, thus necessitating the adoption of this ordinance.

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

**Section 1.** **Amending Section 2-8-40 of the Code.** Section 2-8-40 of the Code is hereby deleted in its entirety and replaced with the following new Section that shall read as follows:

**"Sec. 2-8-40. Members; Term.**

(1) The Town Council shall appoint the voting members of the CBCD Commission. The CBCD Commission shall be comprised of nine voting members. The Commission shall be comprised of four members that represent the arts and creative sector, and five members that represent the community at large.

(2) In addition to the nine voting members, the CBCD Commission shall include two ex-officio members. The Town Council shall appoint one of the Council Members as an ex-officio member and liaison to the CBCD Commission. The Town Council member shall only vote in the event of a tie vote of the other CBCD Commission members. The other ex-officio member shall be the Town Manager or her designee. The Town Manager or her designee shall not have voting power.

(3) Members shall serve without compensation, except for those expenses incurred in connection with the work of the CBCD Commission as approved by the Town Manager or his designee.

(4) Terms of the members shall be three years and shall be staggered so that one third (1/3) of the members shall be appointed each year, provided that the initial appointments in 2016 (1st year of operation) shall be two members for a one-year term, two members for a two-year term and three members for a three-year term. New additional members appointed as of June 1, 2017 shall have three-year terms commencing on the date of appointment by the Town Council. In the event of death, resignation or removal of any member, his or her successor shall be appointed for the duration of the unexpired term.”

**Section 2. Severability.** If any section, sentence, clause, phrase, word or other provision of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases, words or other provisions of this ordinance, or the validity of this ordinance as an entirety, it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

**Section 3. Savings Clause.** Except as amended hereby, the Crested Butte Municipal Code, as amended, shall remain valid and in full force and effect. Any provision thereof that is in conflict with this ordinance is hereby repealed as of the enforcement date hereof.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS \_\_ DAY OF \_\_\_\_\_, 2017.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

TOWN OF CRESTED BUTTE, COLORADO

By: \_\_\_\_\_  
Glenn Michel, Mayor

ATTEST:

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

(SEAL)



Staff Report  
May 15, 2017

**To:** Mayor and Town Council  
**From:** Dara MacDonald, Town Manager  
**Subject:** Ordinances 2017-13 and 2017-14 regarding the Center for the Arts renovation and expansion project.

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**Summary:** The Center for the Arts has been working for a number of years to fund and construct the expansion and remodel of the Town-owned Center for the Arts facility at 606 6<sup>th</sup> Street. The two ordinances attached are intended to provide the mechanism by which the Council may formally allow the project to proceed on public property and to provide for a tenant allowance of up to \$750,000, if needed, to complete Phase 1 of the project.

**Previous Council Action:**

The most recent direction from the Town Council was provided on February 21, 2017 when the Council directed staff to work with the Center to develop a funding assistance program not to exceed \$750,000. The following is a list of the most recent actions by the Town regarding this project:

February 21, 2016 – Council meeting, Presentation by the Center and further discussion about possible financing assistance

January 17, 2017 – Work session with the Center and Town Council to initiate discussion about possible gap financing

August 31, 2016 – BOZAR conditional approval

July 6, 2015 - Resolution 2015-15 – Acknowledging the Town Council’s Pledge to the Center for the Arts in Connection with the Center’s Expansion of its Facilities on Town Property

April 20, 2015 - Resolution 2015-04 – Expressing Support for the Use of Public Property for the Purpose of Expanding the Center for the Arts Facilities

**Background and Discussion:**

A detailed memo was provided to the Council for their meeting on May 1, 2017 and is attached for reference. This memo will only address a few specific items that have changed or evolved since the Council review on May 1<sup>st</sup>.

Since May 1<sup>st</sup>, staff have continued to meet and discuss the project with representatives from the Center. The main point of discussion has been around the provision of surety by the Center. Surety is addressed in Article 13 of the Tenant Improvements Agreement attached to Ordinance 14. This is a performance surety to help guarantee the performance of the Center to complete Phase I of the expansion and remodel of the Center. The Town will be able to access the funds and utilize them towards project completion in the event that the Center fails to perform completion of the project.

The Center for the Arts is in the midst of ongoing fundraising efforts. To date they have raised approximately \$11.1M in cash and pledges since 2014 with \$3M raised in the last month alone. Some of the pledges are made over five years with the money coming in until 2022. With funds already collected, pledges for funding at groundbreaking, and a \$2M letter of credit provided by a donor, the Center has committed to having \$7.3M set aside under the surety provisions of Article 13, prior to installing any improvements on the site. To be clear the \$7.3M includes the \$1M from the Town of Crested Butte, more than ½ of which will be provided as in-kind services and the GOCO grant for the playground replacement.

The estimated outstanding development expenses to complete Phase 1 are approximately \$12.5M. This results in a funding gap of approximately \$4.8M to complete Phase 1 if no additional funds are raised. The Center has presented to the Council their plans for a fundraising campaign in the summer of 2017 during which they hope to close most, or all, of this gap. In addition, the Center has pledges of approximately \$3.2M that will be coming in during 2018-2022 and the \$750,000 tenant improvement allowance from the Town.

The \$7.3M set aside in a construction account will be utilized to pay for construction expenses for Phase I. All donations that come to the Center for the project will also be deposited into this construction account and the town will have the ability to review an accounting of transactions in and out of the account during the construction period. In the event of default by the Center, the town will be able to draw on the remaining funds in the account to complete the project.

The Center is unable to provide surety in the amount of 120% of the project estimate in the way that the town may be used to in more typical construction situations. In most cases, the town would require surety in the amount of 120% of the project estimate to ensure a contractor we hired actually performed the construction project. In this case, although the construction is taking place on a town property, we are requesting surety from our tenant, rather than a contractor whom the town is hiring. Further complicating things, since the town owns the building, the Center does not have substantial equity to draw upon to provide surety in the more common sense that the town typically sees. So, to be clear, the funding for construction of Phase 1 is not entirely in place and there will be no surety beyond the funds in the construction account and outstanding pledges unless the Center for the Arts is able to raise additional money and meet or exceed their fundraising goals.

In Resolution, 2015-15, the Council required that the Center have funding sufficient to complete the project as approved by the Town. The resolution further required that the Center enter into agreements with the town prior to commencing construction which provided for surety, among other requirements. **Following the Council discussion on May 1<sup>st</sup>, the largest issue remaining for the Council at this point, is whether they feel sufficient surety will be in place under the proposal articulated in Article 13 of the Tenant Improvement Agreement, i.e. the construction account + future fundraising.**

If the Council approves Ordinances 13 and 14 at the meeting on May 15<sup>th</sup>, staff is prepared to allow the Center to proceed with site preparation immediately including demolition of the playground, tree removal, fencing installation and preparing for foundation. It is anticipated it will take several weeks to establish and fund the construction account. A notice to proceed with construction will not be issued until such time as the construction account has been established and funded with \$7.3M (minus the value of the in-kind work pledged by the Town) per the Tenant Improvement Agreement.

**Legal Implications:** The Town Attorney has been involved in the ongoing discussions with the Center. He has worked with them on details of the tenant improvement agreement as well as surety. If the Center fails to perform and complete the development the project will fall back to the Town as the property owner. The Council should feel comfortable that adequate funds and surety are in place to see the project through to completion.

**Proposed Motion(s):**

A Council person make a motion followed by a second to approve Ordinance 13, Series 2017.

A Council person make a motion followed by a second to approve Ordinance 14, Series 2017.

Encl: Memo from Dara MacDonald dated May 1, 2017  
04/28/17 letter from Jenny Birnie  
Memo from Lois Rozman



Staff Report  
May 1, 2017

**To:** Mayor and Town Council  
**From:** Dara MacDonald, Town Manager  
**Subject:** Ordinances 2017-13 and 2017-14 regarding the Center for the Arts renovation and expansion project.

---

**Summary:** The Center for the Arts has been working for a number of years to fund and construct the expansion and remodel of the Town-owned Center for the Arts facility at 606 6<sup>th</sup> Street. The two ordinances attached are intended to provide the mechanism by which the Council may formally allow the project to proceed on public property and to provide for a tenant allowance of up to \$750,000, if needed, to complete Phase 1 of the project.

**Previous Council Action:**

The most recent direction from the Town Council was provided on February 21, 2017 when the Council directed staff to work with the Center to develop a funding assistance program not to exceed \$750,000. The following is a list of the most recent actions by the Town regarding this project:

February 21, 2016 – Council meeting, Presentation by the Center and further discussion about possible financing assistance

January 17, 2017 – Work session with the Center and Town Council to initiate discussion about possible gap financing

August 31, 2016 – BOZAR conditional approval

July 6, 2015 - Resolution 2015-15 – Acknowledging the Town Council’s Pledge to the Center for the Arts in Connection with the Center’s Expansion of its Facilities on Town Property

April 20, 2015 - Resolution 2015-04 – Expressing Support for the Use of Public Property for the Purpose of Expanding the Center for the Arts Facilities

**Background:**

Town staff has continued meeting with representatives from the Center to discuss the best way to structure the \$750,000 in temporary funding assistance as well as the outstanding requirements from previous Council and BOZAR actions. The Center has submitted civil engineering plans for the site and is finalizing construction documents and planning a public groundbreaking event for early June. Per the earlier Resolutions, further action is required by the Town Council prior to the groundbreaking as discussed below:

**I. Council Resolutions**

- A. Resolution 2015-15, acknowledging the Town Council’s pledge to the Center for the Arts in connection with the Center’s expansion of its facilities on Town property. Outstanding requirements within this resolution include:

**1. Town Council's satisfaction that the Center's expansion and replacement of the existing Center arts facilities is prepared to break ground, with funding sufficient to complete the project as approved by the Town.**

The Center provided requested documentation in mid-March to allow staff to review the funding available for construction of the expansion. Staff provided a detailed list of questions to the Center on April 17<sup>th</sup> and followed that up with further discussion on April 26<sup>th</sup>. Following our review and discussions staff has the following comments regarding funding sufficient to complete Phase 1 of the project:

The development budget for Phase 1 of the project is currently estimated at \$13.3M. Approximately \$750,000 has already been spent on design and associated expenses, leaving \$12.52M of costs to complete Phase 1. Some of this cost could be deferred or removed by reducing the amount of FF&E and reusing some existing equipment. The budget includes a contingency of 7.2% of construction hard costs.

The Center has raised approximately \$9.1M in cash and pledges since 2014 which is an impressive feat. Some of the pledges are made over five years with the money coming in until 2022. With funds already collected, pledges due in 2017 and pledges for funding at groundbreaking the Center will have \$4.4M in 2017 with an estimated development expense of \$4.5M in 2017. The estimated development expenses in 2018 are \$8.02M to complete Phase 1. Committed pledges to be collected in 2018 are \$2.2M. This results in a funding gap of approximately \$5.82M in 2018 if no additional funds are raised.

The Center is planning to raise an additional \$4M in 2017 (although it is not known if these funds will be collected immediately or pledged over a number of years). See the attached letter from Executive Director Jenny Birnie regarding fundraising plans. The additional \$1.31M of already pledged funds will be collected in 2019 – 2022.

As of the writing of this memo staff has been unable to find any information on best practices or industry standards on when a nonprofit can feel comfortable breaking ground during a capital campaign in terms of what % of funds have been committed.

**2. The Center shall enter into construction and facilities lease agreements with the Town Council before commencing construction, such arrangements contemplating, without limitation, sureties, insurance, 99-year lease term, minimum operating reserves and audit.**

Staff and the Center have discussed that an amendment to the current lease would be appropriate in advance of construction with a new lease planned at the end of construction to address ongoing maintenance responsibilities. This is what is proposed with Ordinance 2017-13 addresses. The lease amendment addresses the tenant improvement allowance of up to \$750,000 that has been requested by the Center.

The Center has been working directly with the Town Attorney regarding sureties for the project and an update will be provided during the Council meeting.

Insurance requirements are addressed in the Tenant Improvement Agreement included in Ordinance 2017-14 and have been worked out between the Town Attorney and the Center.

A 99-year lease term is not an option for municipal property in Colorado. Following completion of construction we propose the Town and Center enter into a new lease with a 30-year lease term with

3 subsequent automatic 10-year renewals. This intention is captured in the lease amendment proposed with Ordinance 2017-13.

Regarding minimum operating reserves, the Center does not currently hold any operating reserves. They have put aside approximately \$30,000 each of the past three years which has been utilized during the slower times of each subsequent year. They have provided staff with a copy of the current Operating Reserve Policy which calls for the Center to have 3 months of average operating costs held in reserve. Please see the attached letter from Executive Director Jenny Birnie regarding the plan for funding an operating reserve within the next year.

Financial statements and audits provided by the Center are currently being reviewed by Chadwick, Steinkirchner, Davis & Co. (third party reviewer). Additional questions may arise following their review.

### **3. Town to review the facility operation pro forma data.**

The pro-forma was submitted by the Center and reviewed by staff and Orville Peterson of Chadwick, Steinkirchner, Davis & Co. (third party reviewer) and several items were questioned. The Center responded to the questions and updated the pro-forma accordingly. The main area of concern for Mr. Peterson still remains the profitability of the Center once the new building is completed and the need for an operating reserve.

There are three primary areas of concern for staff regarding the pro forma:

- a) Show breakeven in year 1 and profit in year 2 and on – not reasonable; makes the operating reserve more important
- b) Large increase in “Contributed Income” with the new facility – is this reasonable taking into account donor fatigue?
- c) Rental rate per square foot still up in the air for “anchor” tenants

A detailed memo has been prepared by Finance Director Lois Rozman and is attached for Council’s consideration.

### **4. Prior to the Center conducting any activities on Town property in connection with the expanding and replacing the Center’s existing arts facilities (i.e. boring, testing, etc.), the Center shall enter into a license agreement with the Town permitting such activities. Such license agreement shall be approved by the Town Council pursuant to Section 31-15-713, C.R.S.**

- a. This requirement was specific to pre-construction activities and is unnecessary should Council approve the attached ordinances.
- B. Resolution 2015-04, expressing support for the use of public property for the purpose of expanding the Center for the Arts facilities. Outstanding requirements within this resolution include:
1. The Center for the Arts shall submit a business plan, reviewed by an independent entity showing that any expansion will be feasible and financially sound so as not to become a financial burden to the Town and its citizens.
    - a. This requirement is addressed in the above item I.A.3 referring to the pro-forma and in the attached memo from Finance Director Lois Rozman.

**2. An adequate endowment shall be in place to assure the ongoing financial operating viability of the facilities.**

- a. This requirement is addressed in above item I.A.2 referring to the operating reserves.

**II. BOZAR Approval**

There are several items in the final BOZAR approval motion that are specific to architectural or site changes that we assume will be incorporated into the construction plan submittals. The Center will need to appear before BOZAR again to review several outstanding items. We anticipate this would be done at approximately the same time as building permit review – estimating a June 27<sup>th</sup> appearance before BOZAR. Items relevant to this discussion are listed below:

**1. The Center shall enter into a management agreement with the Town of Crested Butte to address the responsibilities for maintenance of the building and site which shall include the plowing and removal of snow in line with the submittal.**

- a. This item is addressed in the addendum to the current lease (Ordinance 2017-13) and will be finalized in a new lease following completion of construction.

**2. The Center shall enter into a management agreement with the Town of Crested Butte to define the responsibilities and coordination of the development activities related to the construction of the Center and site amenities.**

- a. This item is addressed with the tenant improvement agreement proposed with Ordinance 2017-14.

**3. The Center will enter into a funding agreement with the Town of Crested Butte to define the financing and fiscal responsibilities for the construction and on-going maintenance of the facilities.**

- a. Responsibility for construction is addressed with the tenant improvement agreement included with Ordinance 2017-14. Responsibilities for ongoing maintenance have been discussed at length with staff and as part of the BOZAR submittal and review. Financial and physical responsibilities for the on-going maintenance should be affirmed or finalized in a new lease following completion of construction.

**4. The Center will coordinate with the Town of Crested Butte with regard to the planning and implementation of the Town Park playground and confirmation by the staff that all community facilities displaced by the expansion have been appropriately replaced.**

- a. The on-going discussions with relevant staff relating to this item are appreciated. Continued coordination with Janna Hansen and Michael Yerman throughout construction will ensure that the playground and other community facilities are appropriately replaced.

**III. Request for Funding Assistance**

The Town Council has committed to provide \$1,000,000 to the expansion of the Center (of which no more than \$500,000 will be cash contribution). This funding has been appropriated in the 2017 budget and will be provided once the conditions of Resolutions 2015-04 and 2015-15 have been satisfied.

The Center has requested that the Town provide up to \$750,000 in the form of a tenant allowance to be repaid through the lease. The Town Council has indicated they are comfortable with this amount pending staff review and recommendation. Assuming the construction funding meets the

satisfaction of the Town Council, the amendment to the lease included with Ordinance 2017-13 incorporates the tenant allowance agreement under the following general terms:

- a. Up to \$750,000 for tenant allowance would be made available to the Center for the purpose of accelerating and completing the construction in a timely and satisfactory manner.
- b. Funds would be made available as a construction allowance and may be used exclusively to cover the hard costs of construction. No portion of the allowance may be used to cover operating expenses. Reimbursement of the advanced allowance would be made within one calendar year of the advance of funds and no portion of the allowance shall be left unpaid after eighteen (18) months has passed from the first advance.
- c. Construction contributions shall accrue interest from the date of advance at the prime interest rate as published in the Wall Street Journal. Interest shall not be assessed unless there is an unpaid balance after eighteen (18) months has passed from the first advance.
- d. Repayment terms shall be accomplished as lease payments described in the addendum to the existing lease.
- e. The Center will not embark on subsequent phases of the expansion until such time as the tenant allowance has been repaid in full.

#### **IV. Waiving the Requirements of Chapter 4, Article 6**

The Town Code requires that town projects in excess of \$25,000 be put out to bid. Ordinance 2017-14 explains that the expansion and renovation of the Center for the Arts is a unique situation due to the lease and the Center's desire to perform the project. The Ordinance includes the Town's willingness to waive the bidding requirement for this particular project given the unique circumstances involved.

**Discussion:** Staff has worked in good faith with the Center to understand the various issues raised by the Council and BOZAR in their various review processes and funding commitments. Some items we would raise for Council consideration are the following:

- 1) Understandably there will almost always be a funding gap when a nonprofit embarks on construction during a capital campaign and it is typically necessary that the groundbreaking occur before all funding is committed. In this case the Center currently has a \$5.9M gap between funds committed and development costs to complete Phase 1 of the project. Is the Council comfortable with allowing construction to proceed with this amount of gap?
- 2) Likewise, projections of operating pro formas for a new facility are always somewhat uncertain. Staff has raised a number of concerns with the assumptions presented in the pro forma. Is the Council comfortable accepting the pro forma presented by the Center?
- 3) The Council required surety be provided for the completion of construction of the Center. The Town Attorney will provide an update on the discussions with the Center during the meeting.

**Legal Implications:** The Town Attorney has been involved in the ongoing discussions with the Center. He has worked with them on details of the tenant improvement agreement as well as surety. If the Center fails to perform and complete the development the project will fall back to the Town as the property owner. The Council should feel comfortable that adequate funds and surety are in place to see the project through to completion.

**Proposed Motion(s):**

A Council person make a motion followed by a second to set Ordinance 13, Series 2017 to a public hearing on May 15, 2017.

A Council person make a motion followed by a second to set Ordinance 14, Series 2017 to a public hearing on May 15, 2017.

Encl: 04/28/17 letter from Jenny Birnie  
Memo from Lois Rozman



April 28, 2017

Town of Crested Butte  
Dara MacDonald, Town Manager  
Mayor Glenn Michel, Council Chair  
P.O. Box 39  
Crested Butte, Colorado 81224

Dear Glenn and Dara,

As you are aware, the Center for the Arts has been working diligently with Town staff to resolve outstanding issues needing to be addressed in order to move forward with ground breaking for the new Center. We look forward to meeting with Town Council on Monday, May 1, 2017 to provide an update on this progress and respond to any questions and concerns that remain. Specifically, I would like to address the Center's fundraising plans for the project and our approach to generating the appropriate operating reserve as required in Resolution No. 4 passed on April 20, 2015.

Last summer the Center for the Arts successfully raised \$3 million through a matching campaign. To date, we have received \$9.1 million in pledges and cash payments. This summer, we have the goal of raising \$4 million. Our projections are based on the assumption that we will generally do as well this summer as we did last summer. Additionally, we are optimistic that our fundraising efforts will exceed expectations because of ground breaking based on conversations with donors and our consultants. We have several open naming opportunities remaining for the new building including the theater at \$3M, dance studios at \$1M and visual arts spaces at \$500,000. Major donations (gifts over \$100,000) will comprise the majority of our effort, foundation support in the amount of \$775,000 is expected and a final community campaign (with gifts under \$50K) will be initiated toward the end of the campaign to raise the last \$500,000.

The Center has rehired the Suddes Group on a 4 month contract to work with our capital campaign committee to ensure a successful campaign this summer. In 30+ years, The Suddes Group has raised over \$2Billion for and with organizations throughout the world and has managed over 500 successful fundraising campaigns. The Center also has a contract with BLAZE Associates for all marketing efforts related to the campaign (they were retained last May). Blaze is a consulting agency that specializes in marketing and public relations campaigns and their local team has over 25 years of multidisciplinary expertise.

Goals of our capital campaign this summer include securing a \$3 million naming donor for the theater, leveraging the excitement of the Center breaking ground this Spring, broadening the network of connectors geographically to make the final push towards our fundraising goal and securing several top commitments to close out the campaign.

**BRINGING THE ARTS TO LIFE**

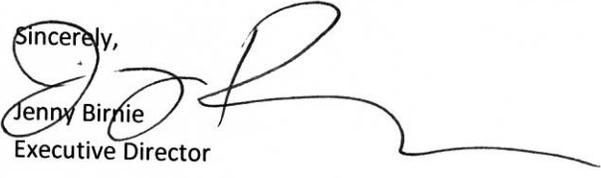
606 6TH STREET • P.O. BOX 1819 • CRESTED BUTTE, COLORADO 81224  
PHONE: (970) 349-7487 • FAX: (970) 349-5626 • WWW.CRESTEDBUTTEARTS.ORG

In an effort to develop an adequate operational reserve to assure the ongoing financial operating viability of the new facility, the Center is planning a three month reserve fund in the amount of \$350,000. This summer, we will be soliciting specific donors through a separate effort to raise assets for the reserve funds. The Center also offers the option for planned giving to ensure the success of the Center long term and we currently have several individuals that have included the Center as a benefactor in their will/trust. This year, the Center initiated a new cost accounting system and hired a part time accountant to closely monitor the financial success of every program. The Center has successfully operated as a private non profit organization for the past 30 years and our financial practices are carefully managed.

We look forward to our meeting on Monday and have appreciated our partnership with the Town to help us keep construction on track-the support has been truly appreciated.

Sincerely,

Jenny Birnie  
Executive Director





MEMORANDUM  
January 10, 2017  
Updated April 27, 2017

**To:** Dara MacDonald, Town Manager  
**From:** Lois Rozman, Finance Director  
**Subject:** Review of Center for the Arts Pro-Forma

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Dara,

I engaged Orville Peterson, CPA, from Chadwick, Steinkirchner, Davis & Co., P.C. to review the pro-forma supplied by the Center for the Arts in November of 2016. Following is a listing of items/questions that need additional information or explanation on from the Center.

REVENUE:

- Is it appropriate to expect 100% occupancy in the “permanent renters” category? The pro-forma does show 9 months of rent for the School of Dance and 3 for CB Dance Collective. Is this assured?

**CENTER RESPONSE:** The Crested Butte School of Dance will be permanent renters for nine months out of the year (September through May) and the Crested Butte Dance Collective will utilize the aerial dance studio (Studio A) year round. These “performance studios” are multi-purpose spaces that will be utilized for a variety of other uses throughout the year including after school music classes for kids, private lessons, yoga and pilates classes and Trailhead Childrens museum art classes in the summer months.

- On the tab Other Earned Income, the pro-forma notes “Art Studio/Dance Collective/Film Festival Rent” is a line item to offset the rent charged to these groups against the program income that is brought in. Effectively these groups will need to program additional revenue to cover the rent.” Is this realistic?

**CENTER RESPONSE:** The Art Studio (visual arts) is the fastest growing program of the Center and they currently utilize a 700 square foot space for programs and shared artist spaces. The new building provides four times the size of the current space and we will be able to offer a wider variety of visual arts programs and more rentable spaces for artists. The Crested Butte Dance Collective has grown their programs by 30% over the past 5 years and the current limitation to any future growth is no suitable spaces for aerial dance. This space will be provided in the new Center. The Crested Butte Film Festival is also limited in their growth because of the inadequate digital film technology in the current center theater and we believe this upgrade will allow the festival to show a wider range of appealing films that will draw larger national audiences.

## EXPENSES:

- Maintenance wages only go up \$5,000 when going from an 11,000 sq. ft. building to a 31,000 sq. ft. building (total gross sq.ft)

**CENTER RESPONSE:** We did assume that during the first years of a brand new facility that repairs and maintenance wages would not be a significant item. The general contractor will provide a standard one year warranty for all parts and labor from date of occupancy. There will also be manufacturers' warranties on items such as the roof (20 years) and the mechanical/machinery (5 years). An adjustment has been made to the maintenance wages.

- Do wages accurately reflect new Colorado minimum wage law and Dept. of Labor new OT rules?

**CENTER RESPONSE:** No, we did not figure the new laws into this proforma and adjustments have now been made.

- Employee Costs line held at 16.7% of wages – is this reasonable with the number of positions moving to full-time and the additional new positions (insurance coverage under the affordable care act?).

**CENTER RESPONSE:** After consultation with Gary Shondeck, the Center's insurance provider, this number has now been increased to 21.5% to account for anticipated increased insurance costs.

- Supplies and R&M lines are not increasing much (3%, but equates to minimum \$) over the first 3 years – probably not realistic with the increase in building size and programming. 4<sup>th</sup> year does show significant increase for R&M which is appropriate.

**CENTER RESPONSE:** As with the maintenance wages, we did assume that early (first 3 years) supplies and R&M would not significantly increase because of the brand new facility. We have adjusted these numbers given the overall increased usage of the building to account for general supplies.

- New Programming expenses – what would this include?

**CENTER RESPONSE:** The new Center for the Arts will give us the ability to launch new programs in the performing, visual and culinary arts as shown in the activity projections of the proforma. The corresponding expenses are represented under "new programming expenses"

- Where are utilities expenses? Are they included in the General & Admin line? If utilities are in that line item, is the increase appropriate for the increase in the size of the building and usage of the building?

**CENTER RESPONSE:** Utilities are included in the supplies line item and this number has been adjusted to reflect the increase of building size and inflation based increases in consultation with our Construction Manager, Crockett Farnell.

- For the Film Festival and CB Dance Collective, for which the Center is the fiscal sponsor, it shows revenue, expenses, rent offset to revenue which equal a net revenue and then there is another revenue line for the “Fiscal Sponsorships” – is the net revenue essentially being double booked?

**CENTER RESPONSE:** All duplication involving the Crested Butte Dance Collective and the Crested Butte Film Festival has been removed from the proforma. Effective January 1, 2017, the Center for the Arts is no longer the fiscal sponsor of the Crested Butte Dance Collective but they remain renters of our space.

- Under the “Cost Per Square Foot” tab there is a column for “Tenant Improvement” – what is this?

**CENTER RESPONSE:** Tenant improvements is a generic term for interior hard costs of construction for occupied spaces. Equipment costs are located in the FF&E (furniture, fixtures and equipment) budget in the overall construction budget.

Bottom line, it appears the Center anticipates operating profits from the very first year of expansion. This is a very rare occurrence in reality, why does the Center feel this will happen? What about the operational endowment fund?

**CENTER RESPONSE:** The Center for the Arts programs and offerings have grown dramatically over the past seven years. In 2016, the Center experienced a 17.5% growth in patron attendance in one year. We are continuing to grow these programs as we prepare for the new building and are able to do this since we will remain operational during construction. We are raising funds for an operational endowment fund and anticipate having to launch a big annual fundraising event such as a gala or wine auction to support the operations of the new center. This year, we hired a full time Special Events Director in anticipation of needing to focus more time and effort on special events.

**ORDINANCE NO. 13**

**SERIES NO. 2017**

**AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE AMENDMENT TO LEASE AGREEMENT WITH THE CENTER FOR THE ARTS RELATED TO TOWN-OWNED PROPERTY LOCATED AT LOTS 1-16, BLOCK 50, TOWN OF CRESTED BUTTE, COLORADO**

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

WHEREAS, the Town leases Town-owned property located at Lots 1-16, Block 50, Town of Crested, Colorado (the “**Premises**”) to The Center for the Arts (the “**Center**”) pursuant to a Lease Agreement (the “**Lease**”) between the parties dated December 23, 2010;

WHEREAS, pursuant to Ordinance No. 14, 2017, the Town has entered in a Tenant Improvement Agreement with Center for the Center’s performance of certain construction and improvements respecting the Premises (the “**Project**”);

WHEREAS, on account of the Project, the Town Staff has recommended that the Center amend the Lease to contemplate, among other things, the Project;

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;

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

WHEREAS, the Town Council hereby finds that approving an amendment to the Lease for the Center’s use of the Premises in its business, and for such other purposes as set forth in such amendment, is in the best interest of the general health safety and welfare of the Town, its residents and visitors alike.

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

**Section 1. Recitals and Findings.** The Recitals set forth above are incorporated as if fully set forth herein. The findings set forth in such Recitals are hereby deemed findings of fact material to this ordinance:

**Section 2. Findings.** The Town Council hereby finds that entering into an amendment to the Lease for the Center’s use of the Premises in its business, to accommodate the Project and for such other purposes as are set forth in such amendment is in the best interest of the health safety and welfare of the Town, its residents and visitors alike.

**Section 3. Approval of Amendment to Lease Agreement.** The Town Council approves the Amendment to Lease Agreement (the “**Amendment**”) attached hereto as **Exhibit “A”**, the same being in the best interest of the health safety and welfare of the Town, its residents and visitors alike. The Mayor is hereby authorized to execute the Amendment on behalf of the Town.

**Section 4. Severability.** If any section, sentence, clause, phrase, word or other provision of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases, words or other provisions of this ordinance, or the validity of this ordinance as an entirety, it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

**Section 5. Savings Clause.** Except as amended hereby, the Crested Butte Municipal Code, as amended, shall remain valid and in full force and effect. Any provision thereof that is in conflict with this ordinance is hereby repealed as of the enforcement date hereof.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS \_\_ DAY OF \_\_\_\_\_, 2017.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

TOWN OF CRESTED BUTTE, COLORADO

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

Glenn Michel, Mayor

ATTEST:

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

(SEAL)

**EXHIBIT "A"**

**Amendment to Lease Agreement**

[attach form here]

## AMENDMENT TO LEASE AGREEMENT

THIS AMENDEMENT TO LEASE AGREEMENT (this "Amendment") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2017, by and between the Town of Crested Butte, Colorado, a Colorado home-rule municipal corporation (hereinafter referred to as "Town") and The Center for the Arts, a Colorado non-profit corporation (hereafter referred to as "Center") and is upon the following terms and conditions:

### WITNESSETH:

WHEREAS, the Town is the owner of Lots One through Sixteen, inclusive (1 – 16), Block 50, Town of Crested Butte, County of Gunnison, and State of Colorado, together with certain buildings and improvements located thereon (the "Premises"), and

WHEREAS, the Center has incorporated for the purpose of constructing and operating a public arts facility within the Town of Crested Butte, and

WHEREAS, the Town and the Center have entered into a certain Lease Agreement (the "Lease") dated December 23, 2010 for the Center's lease of the Premises, and

WHEREAS, the Center and the Town wish to amend the Lease to account for improvements that the Center will be performing on the Premises, and

WHEREAS, the Town, by and through its Town Council finds that such amendments to the Lease contemplated herein will promote the general welfare of the citizens of the Town of Crested Butte.

NOW, THEREFORE, IN CONSIDERATION of the mutual preambles, covenants, conditions, and promises set forth herein, the Town and Center agree as follows:

1. Amendment to the Lease. This Amendment amends the Lease only in the limited respects set forth herein. In the event of any inconsistency or conflict between this Amendment and the Lease, this Amendment shall in all cases govern and control.

2. Tenant Improvements Agreement. The Town and the Center have entered into a certain tenant improvements agreement (the "Tenant Improvements Agreement") of even date herewith whereby the Center will make certain improvements to the Premises.

3. Tenant Allowance. The Town shall provide the Center up to \$750,000.00 to be used by the Center to cover the hard costs of construction (the "Tenant Improvement Funds"). No amount of Tenant Improvement Funds may be used to cover the Center's operating expenses. The Center may receive such funds, or any amount thereof, upon request immediately following the Town's issuance of the Notice to Proceed. Requests for funds shall be made no more frequently than monthly.

4. Lease Payments. The Center shall make monthly lease payments (the “Lease Payments”) on the first day of the succeeding month commencing on the first month that the Center receives any Tenant Improvements Funds. Lease Payments shall be in equal amounts over 12 months based on a schedule of payments that the Town will provide the Center monthly. All Lease Payments shall be made within 12 months of the Center’s first receipt of Tenant Improvement Funds. After 18 months, interest on any unpaid Lease Payments shall accrue at an annual rate that is equal to the Prime Rate as published in the Wall Street Journal (WSJ). Notwithstanding the foregoing, the Center may not continue construction pursuant to the Tenant Improvements Agreement beyond Phase 1 of its Town-approved construction schedule where any Lease Payments remain past due more than 30 days.

5. New Lease. Upon the completion of construction of Phase 1 pursuant to the Tenant Improvements Agreement, the Town and the Center shall enter into a new lease (the “New Lease”) addressing the Center’s going forward tenancy of the Premises following construction. The New Lease shall include, without limitation, (a) facility management terms addressing the Center’s ongoing maintenance and management responsibilities of the Premises; (b) funding terms addressing the Center’s financing and fiscal responsibilities for the ongoing maintenance and operation of the Premises.

7. Execution and Ratification. This Amendment shall be ratified by resolution of the Board of Directors of the Center and subscribed and sealed by the President and Secretary of the Center prior to the Town’s issuance of a Notice to Proceed under the Tenant Improvements Agreement.

8. Applicable Law. This Amendment is entered into in the Town of Crested Butte, Gunnison County, Colorado; and it is agreed that the proper jurisdiction and venue of any legal action regarding the interpretation and/or enforcement of this lease, or any document related hereto, shall be the County or District Court of the County of Gunnison and State of Colorado.

9. Attorney’s Fees. It is agreed that if any action is brought in a court of law by either party as to the interpretation, enforcement, or construction of this Amendment, or any document related hereto, the prevailing party in such action shall be entitled to judgment for reasonable attorney’s fees, as well as all costs incurred in the prosecution or defense of such action.

10. Waiver. The failure of either party to insist in any one or more instances upon compliance with any of the terms, conditions, covenants, or agreements herein contained, or the failure of either party to exercise any option, privilege, or right here in contained shall not be construed as constituting a waiver of such right, option or the right to demand compliance with such term, condition, covenant or agreement.

11. Captions. Captions herein set forth are for convenience only, and in no way define, limit, or modify the intent or language of this Amendment.

12. Severability. If any provision of this Amendment, or the application thereof shall be found invalid, such invalidity shall not affect the validity of the remaining provisions or this Amendment as a whole.

13. Entire Agreement, Amendment, Benefit. This Amendment, as it amends the Lease, represents the entire agreement between the parties, and any amendment or modification hereto shall be in writing, executed by the parties. Upon execution hereof, this Agreement shall become a contract that shall benefit and bind the parties, as well as their successors, assigns and representatives.

IN WITNESS WHEREOF, the parties hereby execute this Amendment effective as of the day and year first set forth above.

TOWN OF CRESTED BUTTE, COLORADO

By \_\_\_\_\_  
Glenn Michel, Mayor

(SEAL)

ATTEST:

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

THE CENTER FOR THE ARTS

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

(SEAL)

ATTEST:

\_\_\_\_\_  
Secretary

## ORDINANCE NO. 14

### SERIES 2017

#### AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL WAIVING THE REQUIREMENTS OF CHAPTER 4, ARTICLE 6 OF THE CRESTED BUTTE MUNICIPAL CODE WITH RESPECT TO THE CENTER FOR THE ARTS' RENOVATION AND EXPANSION PROJECT LOCATED AT LOTS 1-16, BLOCK 50, TOWN OF CRESTED BUTTE

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

WHEREAS, pursuant to Section 4-6-10 of the Crested Butte Municipal Code (the "Code"), any public improvement project undertaken by the Town, where the contract amount of such project is estimated to be in excess of \$25,000.00, shall be put up for bid under the procedures specified in Section 4-6-20 of the Code;

WHEREAS, the Town Council has leased to the Center for the Arts (the "Center") certain Town-owned property located at Lots 1-6, Block 50, Town of Crested Butte (the "Property") pursuant to a certain Lease Agreement dated December 23, 2010, as amended;

WHEREAS, the Center desires to improve the Property by performing and causing to be performed certain tenant improvement construction services and providing and causing to be provided certain materials in connection with the Property (the "Project") pursuant to the terms of a tenant improvements agreement to be entered into with the Town;

WHEREAS, the Town Council desires permit the Center to improve the Property by performing the Project pursuant to the terms of a tenant improvements agreement to be entered into with the Center;

WHEREAS, as the Project is budgeted at or around \$12,500,000.00, in order to enter into a tenant improvements with the Center to improve the Property by performing the Project, the Town Council must first waive the requirements of Chapter 4, Article 6 of the Code; and

WHEREAS, the Town Council hereby finds that the Center improving the Property by performing the Project is the best interest of the Town and the health, safety and general welfare of the residents and visitors of Crested Butte, thus necessitating the adoption of this ordinance waiving the Town's compliance with Chapter 4, Article 6 of the Code.

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

**Section 1. Recitals and Findings.** The Recitals set forth above are incorporated as if fully set forth herein. The findings set forth in such Recitals are hereby deemed findings of fact material to this ordinance.

**Section 2. Waiver of the Requirements Chapter 4, Article 6 of the Code.** The requirements of Chapter 4, Article 6 of the Code are hereby waived.

**Section 3. Tenant Improvements Agreement.** As a condition to the Town Council's waiver of Chapter 4, Article 6 of the Code, the Town and the Center shall enter into a tenant improvements agreement (the "**Tenant Improvements Agreement**") in substantially the same form as **Exhibit "A"** attached hereto.

**Section 4. Approval of Tenant Improvements Agreement.** The Town Council approves the Tenant Improvements Agreement, the same being in the best interest of the health, safety and welfare of the Town, its residents and visitors. The Mayor is hereby authorized to execute the Tenant Improvements Agreement on behalf of the Town. The Town Manager is hereby authorized to execute one or more Scopes of Work required thereby with such other terms effecting the Project not otherwise inconsistent with the Tenant Improvements Agreement.

**Section 5. Other Conditions.** The Center may not commence tenant improvement and construction activities on the Property until the Tenant Improvements Agreement and applicable Scope of Work thereunder are executed and all preconditions to the commencement of tenant improvements and construction are satisfied.

**Section 6. Severability.** If any section, sentence, clause, phrase, word or other provision of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases, words or other provisions of this ordinance, or the validity of this ordinance as an entirety, it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

**Section 7. Savings Clause.** Except as amended hereby, the Crested Butte Municipal Code, as amended, shall remain valid and in full force and effect. Any provision thereof that is in conflict with this ordinance is hereby repealed as of the enforcement date hereof.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS \_\_ DAY OF \_\_\_\_\_, 2017.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

TOWN OF CRESTED BUTTE, COLORADO

By: \_\_\_\_\_  
Glenn Michel, Mayor

ATTEST:

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

(SEAL)

**EXHIBIT "A"**

**Tenant Improvements Agreement**

[attach form Tenant Improvements Agreement here]

## TENANT IMPROVEMENTS AGREEMENT

**THIS TENANT IMPROVEMENTS AGREEMENT** (this “**Agreement**”) is made and entered into effective this \_\_\_ day of May, 2017 (the “**Effective Date**”), by and between the **TOWN OF CRESTED BUTTE, COLORADO** (the “**Town**”), a Colorado home rule municipal corporation with an address of 507 Maroon Avenue P.O. Box 39, Crested Butte, Colorado 81224 and **THE CENTER FOR THE ARTS** (the “**Center**”; together with the Town, collectively sometimes the “**parties**”, individually each a “**party**”), a Colorado non-profit corporation with an address of P.O. Box 1819, Crested Butte, Colorado 81224.

### RECITALS:

A. The Town has leased to the Center certain Town-owned property (the “**Property**”) pursuant to a Lease Agreement dated December 23, 2010, as amended by that certain Amendment to Lease Agreement dated May \_\_, 2017.

B. The Center desires to improve the Property by performing (or causing to be performed) certain tenant improvements and providing (or causing to be provided) certain materials in connection with such tenant improvements of the Property pursuant to this Agreement (the “**Project**”).

C. The Town agrees to allow the Center to improve the Property by performing (or causing to be performed) certain tenant improvements and providing (or causing to be provided) certain materials in connection with such tenant improvements of the Property for the Project pursuant to this Agreement.

**NOW, THEREFORE**, in consideration of the mutual agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### AGREEMENT:

#### ARTICLE 1 **CONTRACT DOCUMENTS**

The contract documents (the “**Contract Documents**”) consist of the following:

1. This Agreement.
2. One or more scopes of work (each a “**Scope of Work**”) defining the Project, the different “Phases” of the Project and/or any portions thereof. The format of each Scope of Work is attached hereto as **Exhibit “A”**. The parties shall complete and execute a Scope of Work for the Project and/or the Phases thereof, as applicable.
3. Any Change Orders (as defined below).

**ARTICLE 2**  
**WORK**

2.1 Upon receipt of written notice from the Town that the Center may commence with initial site preparation for the Project (e.g., control fencing, Project trailer drop-off and material and equipment staging) (the “**Site-Prep Notice to Proceed**”), the Center may, on its own or by or through its general contractor, commence such activities. Such site-prep activities shall be generally identified in a Scope of Work.

2.2 Upon receipt of written notice from the Town to proceed with the Project (the “**Notice to Proceed**”), the Center shall, on its own or by or through its general contractor, forthwith construct, equip, provide, purchase, pay for, coordinate, manage and furnish on the Project location (the “**Project Site**”) the work and materials described in a Scope of Work (collectively, the “**Work**”).

2.3 Once commenced, the Work shall be performed until completion, without interruption or delay, based on the Project schedule and milestones set forth in the Scope of Work.

2.4 The Center shall, on its own or by or through its general contractor, furnish all labor, supervision, tools, equipment, materials, management and supplies necessary for the performance of the Work described in the Scope of Work.

2.5 The Work shall be performed in a professional and competent manner, consistent with the terms of the Contract Documents. The Center shall, on its own or by or through its general contractor, provide the Town and the Town’s representatives and agents access to the Work in progress wherever located.

2.6 The Center, on its own or by or through its general contractor, shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work to the extent that the Contract Documents do not otherwise provide instructions and other requirements concerning such matters. If the Contract Documents give instructions and requirements concerning construction means, methods, techniques, sequences or procedures, the Center shall, on its own or by or through its general contractor, be fully and solely responsible for complying with such instructions.

2.7 The Center, on its own or by or through its general contractor, shall be responsible to the Town for acts and omissions of the Center and its general contractor’s employees, subcontractors, agents and representatives, and other persons or entities performing portions of the Work for, on behalf of or through the Center and its general contractor or any of such persons.

2.8 The Center, on its own or by or through its general contractor, shall furnish professional and competent staff and representatives at all times during the performance of the Work. The Center, on its own or by or through its general contractor, shall designate a person

who shall be the Center's authorized representative. The Center or its general contractor's authorized representative for a Project shall be as set forth in a Scope of Work.

2.9 Notwithstanding anything in the Agreement to the contrary, those portions of the Work that the Center or its general contractor does not customarily perform with the Center or its general contractor's own personnel may be performed under subcontracts or by other appropriate agreements between the Center or its general contractor's and such subcontractors, representatives or agents; provided that, any such subcontractor performance shall be contemplated in the Scope of Work or a Change Order.

2.10 "**Work Product**" shall mean all deliverables and all intermediate and partial versions thereof, regardless of medium, and all documentation and other materials generated by the Center, its general contractor or its subcontractors in the performance of the Work. The Center and its general contractor acknowledge and agree that all Work Product is work made for hire and is the sole and exclusive property of the Town.

2.11 The Town shall be reimbursed by the Center for costs incurred by the Town because of delays, improperly timed activities or defective construction caused by or on behalf of the Center.

2.12 As components of the Project are completed, such components shall become appurtenances to the Property upon installation.

2.13 Acceptance of the Project or any component thereof as contemplated in the Scope of Work by the Town shall occur following a final inspection. The Town shall not be required to accept any of the Project until the Town determines that: (a) the Project and all components thereof are constructed in accordance with the Town approved plans and specifications; (b) the Center, on its own or by or through its general contractor, has delivered as-built drawings to the Town respecting the Project or any component thereof; and (c) all Project components are free and clear of all liens, encumbrances or other restrictions. Acceptance of the Project or any component thereof shall not constitute a waiver by the Town of the right to draw upon the Surety (as defined below) to remedy any defect nor shall acceptance operate to release the Center from its warranty obligations described herein.

2.14 A certificate of occupancy shall not be issued for the Property or any component thereof until the Town has finally inspected and accepted the Project and all components thereof.

2.15 The Center and its general contractor shall keep their books and records for the Project according to recognized accounting principles and practices, consistently applied. The Center and its general contractor shall make such books and records available for the Town's inspection at all reasonable times. The Center and its general contractor shall retain such books and records for at least five (5) years after completion of the Project.

2.16 The Center and its general contractor shall promptly pay all bills for labor, suppliers and material performed and furnished in connection with the Project.

**ARTICLE 3**  
**SUBSTANTIAL COMPLETION**

3.1 The Center, on its own or by or through its general contractor, shall achieve substantial completion (“**Substantial Completion**”) of the Work as delineated in the Scope of Work (the “**Time of Substantial Completion**”). Substantial Completion is defined as when the Work is sufficiently complete to be issued a certificate of occupancy. This includes the accepted final inspections by the applicable building authorities and the receipt of all lien releases. The Time of Substantial Completion shall be set forth in the Scope of Work, as may be amended and modified from time to time by Change Order. Any time limits set forth in this Agreement or a Scope of Work are of the essence. By executing this Agreement and the Scope of Work, the Center confirms that the Time of Substantial Completion is reasonable for performance of the Work.

3.2 Within ten (10) business days after Substantial Completion of the Work as described in a written notice from the Center, on its own or by or through its general contractor, to the Town, the Town may provide the Center or its general contractor with an itemized list of items which, in the Town’s opinion, do not conform to the Scope of Work (the “**Punch List**”). One or more Punch Lists may be provided to the Center or its general contractor in connection with the Work as contemplated in the Scope of Work. All Punch List items shall be remedied promptly by the Center, on its own or by or through its general contractor, at its sole cost and expense.

**ARTICLE 4**  
**COST OF THE WORK**

The term “**Cost of the Work**” shall mean any and all costs whatsoever necessarily incurred by the Center in the performance of the Work. The Cost of the Work, including any increase affected by Change Order, shall be the sole and absolute responsibility of the Center.

**ARTICLE 5**  
**CHANGES IN THE WORK**

5.1 The Center, on its own or by or through its general contractor, without nullifying any portion of the Contract Documents, may make changes in the Work, either to decrease, increase, modify or otherwise change the Work, by giving the Town a written change order request (each a “**Change Order Request**”) setting forth in detail the nature of the change. Upon receipt of a Change Order Request, the Town shall furnish to the Center or its general contractor a proposal setting forth in reasonable detail the Town’s agreed-to changes, the adjustment to the Time of Substantial Completion attributable to the changes set forth in such Change Order Request and any other matters that affect the performance of the Center or its general contractor under the Scope of Work. If the Town approves in writing such proposal by the Center or its general contractor, such Change Order Request and such proposal shall constitute a change order (each a “**Change Order**”) and the Time of Substantial Completion and any other Center or general contractor performance obligations under the Scope of Work shall be amended

accordingly. All costs associated with implementing any Change Order Request from the Center or its general contractor shall be included within the Cost of the Work.

5.2 The format of a Change Order shall be the same general format of a Scope of Work and is attached hereto also as Exhibit "A".

## **ARTICLE 6** **TAXES**

6.1 Unless otherwise provided in a Scope of Work, the Center shall pay or cause to be paid all sales, consumer, use and other similar taxes respecting the Work.

6.2 The Center shall pay or cause to be paid all taxes and all contributions imposed or required by any law for any employment insurance, pensions, old-age retirement funds or similar purposes.

6.3 The Center and its general contractor accept liability for all taxes and contributions required of it by any Federal or state requirement.

6.4 The obligations set forth in this Article 6 shall survive the expiration or earlier termination of the Contract Documents.

## **ARTICLE 7** **NO LIENS**

7.1 The Center, on its own or by or through its general contractor, shall cause the property that is the subject of the Work to remain free from any and all liens and claims arising out of the Work performed and materials supplied for a Project. The Center, on its own or by or through its general contractor, shall obtain lien releases from all contractors, suppliers and materialman at each phase and of each component of the Project.

7.2 The Center, on its own or by or through its general contractor, shall be responsible for the satisfaction or payment of any liens filed or placed of record against the property that is the subject of the Work that arise from the performance of the Work and the provision of materials by any contractor, supplier or materialman.

7.3 Should any such lien or claim of lien be filed against the property that is the subject of the Work, the Center, on its own or by or through its general contractor, shall cause the same to be cancelled and discharged of record by bond or otherwise within ten (10) days after notice of the filing thereof. Should the Center or its general contractor fail to discharge such lien within such ten (10)-day period, then the Town may discharge the same, in which event, the Center or its general contractor shall pay the Town, on demand, the amount of the lien or the amount of the bond, plus all costs and expenses incurred by the Town in connection therewith, inclusive of reasonable attorneys' fees and costs.

## **ARTICLE 8**

## **SAFETY; DAMAGE TO PROPERTY**

8.1 The Center, on its own or by or through its general contractor, shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. The Center, on its own or by or through its general contractor, shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (i) employees, subcontractors and other persons on the Project Site who may be affected thereby; (ii) the Work, materials and equipment to be incorporated therein provided by or through the Center or its general contractor; and (iii) other property at the site or adjacent thereto.

8.2 The Center, on its own or by or through its general contractor, shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities required of it bearing on safety of persons and property and their protection from damage, injury or loss. The Center or its general contractor shall promptly remedy damage and loss to property caused in whole or in part by the Center, its general contractor or anyone directly or indirectly employed by or through the Center or its general contractor, or by anyone for whose acts the same may be liable and for which the Center or its general contractor is responsible.

## **ARTICLE 9** **COMPLIANCE WITH LAWS**

The Center, on its own or by or through its general contractor, shall be responsible for compliance with any building or other applicable laws attributable to the Project and the manner in which the Work is performed by the Center, its general contractor or any of its subcontractors. Notwithstanding the foregoing, the Center, on its own or by or through its general contractor, shall promptly notify the Town of any violations of laws that Center or its general contractor becomes aware of relative to the Project.

## **ARTICLE 10** **CENTER REPRESENTATIONS AND WARRANTIES**

10.1 The Center and its general contractor represent and warrant that they are duly qualified to do business and are in good standing in the locations in which the Work is performed.

10.2 The Center and its general contractor represent that they have the full power and authority to execute, deliver and perform their obligations under the Contract Documents.

10.3 The Center, on its own or by or through its general contractor represents that it will comply with applicable laws, ordinances, rules, regulations or orders issued by any public or governmental agency, body or authority, whether Federal, state, local or otherwise, and has obtained all applicable permits and licenses required of such party in connection with its obligations under the Contract Documents.

10.4 The representations and warranties set forth in this Article 10 shall survive the expiration or earlier termination of the Contract Documents.

## **ARTICLE 11** **INDEMNIFICATION**

11.1 To the fullest extent permitted by law, the Center and its general contractor shall indemnify, defend and hold harmless (i) the Town, (ii) the Town's electeds, officers, consultants, agents, employees, contractors, insurers and attorneys (iii) all parties listed as additional insureds, their officers, directors, members, managers, agents, employees, partners, subsidiaries and affiliates (items (i), (ii) and (iii) are hereinafter collectively the "**Town Indemnitees**") from any and all claims, suits, damages, liabilities, reasonable professional fees, including reasonable attorneys' fees, costs, court costs, expenses and disbursements (collectively, "**Claims**") related to death, personal injuries or property damage (including loss of use thereof), alleged or actual infringement or violation of any intellectual or proprietary rights brought or assumed against any of the Town Indemnitees by any person or firm, arising out of or in connection with or as a result of or consequence of the performance of the Work of the Center, on its own or by or through its general contractor, as well as any additional work, extra work or add-on work, whether caused in whole or in part by the Center, its general contractor or any person or entity employed thereby, either directly or indirectly, including any subcontractors thereof and their employees. The parties expressly agree that this indemnification covenant contemplates (x) full indemnity in the event of liability imposed against the Town Indemnitees without negligence thereby and solely by reason of statute, operation of law or otherwise, and (y) partial indemnity in the event of any actual negligence on the part of the Town Indemnitees either causing or contributing to the underlying claim in which case indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault thereby whether by statute, by operation of law or otherwise.

11.2 Where partial indemnity is provided under this Agreement, costs, professional fees, attorneys' fees, expenses, disbursements, etc. shall be indemnified on a pro rata basis. Indemnification under this Agreement shall operate whether or not the Center and its general contractor has placed and maintained insurance. Attorneys' fees, court costs, expenses and disbursements shall be defined, without limitation, to include those fees, costs, etc., incurred in defending the underlying claim and those fees, costs, etc., incurred in connection with the enforcement of this Agreement by way of, without limitation, cross-claim, third-party claim, declaratory action or otherwise.

11.3 The rights and obligations set forth in this Article 11 shall survive the expiration or earlier termination of the Contract Documents.

## **ARTICLE 12** **IMMUNITY**

The Center and its general contractor acknowledge and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (currently \$350,000 per person and \$990,000 per occurrence) or any other rights,

immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to the Town, its elected and appointed officials, employees, insurers, insurance pools, attorneys, agents, contractors and representatives.

### **ARTICLE 13** **SURETY**

13.1 The estimated cost (the “**Project Estimate**”) of constructing the Project is set forth in the Scope of Work attached hereto. In order to secure the Center’s obligations under this Agreement, prior to the Town’s issuance of the Notice to Proceed, the Center shall obtain and provide cash to be held in a separate, segregated account (the “**Construction Account**”) and/or an irrevocable standby letter of credit, held and/or issued by a lending institution, both of which shall acceptable to the Town, in the amount of: (a) \$6,250,000.00, which is approximately fifty percent (50%) of the Project Estimate (the “**Performance Surety**”). The Performance Surety is in addition to the cash and in-kind contributions in support of the Project already committed by the Town in the amount of \$1,000,000.00. The Performance Surety shall serve as a guarantee of the Center and its general contractor’s performance under this Agreement. All Costs of the Work, and only Costs of the Work, shall be paid from the Construction Account. Following issuance of the Notice to Proceed, the Center shall deposit all donations made in support of the Project into the Construction Account. Upon request, the Center shall provide an accounting to the Town of all deposits into the Construction Account and withdraws from the Construction Account. Following Substantial Completion and upon the commencement of the Warranty Period (as defined below), the Performance Surety shall be converted into a “**Warranty Surety**,” which shall serve as a surety for the warranty obligations under Article 17 of this Agreement. Like the Performance Surety, the Warranty Surety shall consist of cash to be held in a separate, segregated account (the “**Warranty Account**”) and/or an irrevocable standby letter of credit, held and/or issued by a lending institution, both of which shall acceptable to the Town. The amount of the Warranty Surety shall equal \$1,250,000.00, which is approximately ten percent (10%) of the Project Estimate. Any amount of the Performance Surety above the required amount of the Warranty Surety shall be released to the Center upon the commencement of the Warranty Period. The Warranty Surety shall remain in effect during the Warranty Period and shall be released by the Town upon the expiration of the Warranty Period. If there is an Event of Default by the Center under this Agreement, the Town shall use the Performance Surety or any funds realized therefrom for the purposes of completing the Project, correcting defects in or associated therewith, or otherwise curing the Event of Default. In the event of a breach of the Center’s warranties hereunder, the Warranty Surety shall be used to remedy any such breach of warranty during the Warranty Period.

13.2 There shall be no reduction in the amount of the Performance Surety by the Center if there is an Event of Default that has not been cured by the Center in accordance with Section 15.1 of this Agreement.

13.3 If there is an Event of Default that has not been cured by the Center in accordance with Section 15.1 of this Agreement, the Town in its sole discretion, and without any other authority, may draw upon the Performance Surety or Warranty Surety, as applicable, upon

presentation by the Town to the depository lending institution or issuer of a written statement by the Town that such uncured default exists.

#### **ARTICLE 14** **INSURANCE**

The Center, on its own or by or through its general contractor, shall obtain and maintain insurance coverage that meets the requirements of **Exhibit “B”** (the “**Insurance Requirements**”) attached hereto. Such insurance shall be kept in full force and effect as provided in the Insurance Requirements. Before proceeding with any Work pursuant to the Site-Prep Notice to Proceed, the Center or its general contractor shall furnish to the Town certificates of insurance executed by its insurance provider evidencing the insurance coverage contained in the Insurance Requirements.

#### **ARTICLE 15** **TERMINATION**

15.1 The Town reserves the right to terminate all or any part of the Contract Documents on written notice to the Center if the Center, on its own or by or through its general contractor: (i) fails to prosecute the Work to completion thereof in a diligent, efficient, workmanlike, skillful and careful manner and in accordance with the Contract Documents; (ii) any breach of the requirements of Article 14; or (iii) breach of any term or provision of the Contract Documents and does not correct such breach within thirty (30) days of receipt of written notice from the Town specifying such breach, except that if such breach is not capable of being cured within thirty (30) days, the Center, on its own or by or through its general contractor, shall have such reasonable additional amount of time as may be reasonably required as long as the Center is promptly and diligently attempting to correct the same (each an “**Event of Default**”).

15.2 In the event of termination by the Town, the Center and the general contractor shall transfer the Project and all components of the Work and all contracts and funds held by the Center to be used in connection therewith to the Town, by instrument required by the Town. The foregoing requirements are in consideration for the Town allowing the Center, on its own or by or through its general contractor to perform the Project. The rights and obligations set forth in this Article 15 shall survive the expiration or earlier termination of the Contract Documents.

#### **ARTICLE 16** **REMEDIES**

16.1 Upon the occurrence of Event of Default, the Town shall have one or more of the following remedies: (i) recover any and all damages due to the Event of Default plus expenses, reasonable attorneys’ fees and costs; (ii) terminate any of the Contract Documents; (iii) require specific performance of the Center and its general contractor; (iv) pursue any and all claims at law and in equity; (v) pursue self help and cure of all Events of Default; and/or (vi) require the Center and its general contractor to transfer to the Town all funds on hand to be used for the Cost of the Work.

16.2 If the Center, on its own or by or through its general contractor, fails to promptly correct Work which is not in accordance with the requirements of the Contract Documents, or fails to carry out the Work or its other obligations in accordance with the terms of the Contract Documents, the Town may issue a written order to the Center and its general contractor to immediately suspend performance of the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Town to suspend the Work shall not, in and of itself, give rise to a duty on the part of the Town to exercise this right for the benefit of the Center or its general contractor or any other person or entity.

16.3 If the Center, on its own or by or through its general contractor, fails to carry out the Work in accordance with the terms of the Contract Documents, or fails to perform a provision of the Contract Documents, the Town, after prior written notice to the Center or its general contractor and a reasonable opportunity under the circumstances for the Center, on its own or by or through its general contractor, to correct such deficiencies, and without prejudice to any other remedy the Town may have, may make good and correct such deficiencies by award of separate contracts in connection with such portions of the Project, and the Center, on its own or by or through its general contractor, shall pay the Town on demand such cost and expenses incurred by the Town, including reasonable attorneys' fees and associated costs incurred in connection therewith.

16.4 The rights and remedies reserved to the Town in this Agreement shall be cumulative and in addition to all other or further remedies provided at law or equity. All remedies afforded may be enforced cumulatively and concurrently.

16.5 The rights and obligations set forth in this Article 16 shall survive the expiration or earlier termination of the Contract Documents.

## **ARTICLE 17** **WARRANTY**

17.1 The Center, on its own or by or through its general contractor, represents and warrants to the Town that all materials included in the Work under this Agreement will be new and of good quality unless otherwise identified in a Scope of Work.

17.2 All Work shall be performed in a good and workmanlike manner consistent with the highest industry standards.

17.3 The Center, on its own or by or through its general contractor, represents and warrants that the Project shall remain free from defects in materials and workmanship for a period of two (2) years from the date that a certificate of occupancy is issued for the Project (the "**Warranty Period**"). During such two-year Warranty Period, any defect with respect to the Project shall be repaired, or the defective component replaced, at the Town's option, at the Center or its general contractor's sole cost and expense.

17.4 On receiving notification from the Town, the Center, on its own or by or through its general contractor, agrees to remedy, repair or replace forthwith, without cost to the Town and to the Town's reasonable satisfaction, all defects, damages or material imperfections appearing in the Work within a period of two (2) years after issuance of the certificate of occupancy for the Project.

17.5 The Center, on its own or by or through its general contractor, shall obtain from all its subcontractors warranties of no less than two years on all materials and workmanship relating to the Work.

17.6 The Center, on its own or by or through its general contractor, shall assign to the Town on a pass-through basis any warranty or guaranty of materials or workmanship relating to the Work from any supplier, contractor, materialmen or other third parties.

17.7 The rights and obligations set forth in this Article 17 shall survive the expiration or earlier termination of the Contract Documents.

#### **ARTICLE 18** **ASSIGNMENT**

Except as otherwise provided herein, the Center may not assign or otherwise transfer any of its obligations or rights hereunder, any such transfer being void ab initio

#### **ARTICLE 19** **TABOR; COLORADO CONSTITUTION, ARTICLE X, SECTION 20**

Notwithstanding other provisions in this Agreement to the contrary, the parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the parties are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the parties' current fiscal period ending upon the next succeeding December 31. Financial obligations of the parties payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with ordinances and resolutions of the responsible party and other applicable law.

#### **ARTICLE 20** **PROHIBITIONS ON PUBLIC CONTRACTS FOR SERVICES**

20.1 The Center certifies that it shall comply with the provisions of section 8-17.5-101 *et seq.*, C.R.S. The Center shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to

certify to the Center that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

20.2 The Center represents, warrants, and agrees (i) that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify or the Department Program; (ii) that the Center is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while services under this Agreement are being performed; and (iii) if the Center obtains actual knowledge that a subcontractor performing work under this Agreement for services knowingly employs or contracts with an illegal alien, the Center shall be required to: (a) notify the subcontractor and the Town within three days that the Center has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to 8-17.5-102(2)(b)(III)(A) the subcontractor does not stop employing or contracting with the illegal alien; except that the Center 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.

20.3 The Center further agrees that it shall comply with all reasonable requests made in the course of an investigation under section 8-17.5-102(5), C.R.S. by the Colorado Department of Labor and Employment. If the Center fails to comply with any requirement of this provision or section 8-17.5-101 et seq., C.R.S. the Town may terminate this Agreement for breach and the Center shall be liable for actual and consequential damages to the Town.

## **ARTICLE 21** **RELATIONSHIP**

21.1 The Center and its general contractor shall be independent contractors. The Town shall have the right to insist that the Center, on its own or by or through its general contractor, carry out all the provisions and requirements of the Contract Documents; however, the Center, on its own or by or through its general contractor, shall have the complete and exclusive control and direction over the method and manner of obtaining results.

21.2 The Center, its general contractor and the Town are independent contracting parties and nothing in the Contract Documents shall make either party the agent or legal representative of the other for any purpose whatsoever, nor do the Contract Documents grant either party any authority to assume or create any obligation on behalf of or in the name of the other party.

## **ARTICLE 22** **SIGNAGE**

Neither the Center, on its own or by or through its general contractor, nor any person acting by or through the Center or its general contractor hereunder shall be permitted to place signage at the Project Site except upon prior written approval of the Town.

**ARTICLE 23**  
**WAIVER**

No consent or waiver, express or implied, by either party to this Agreement of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party hereunder. Unless the Contract Documents specify a time period for notice of a particular claim, failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute waiver of the rights of such party hereunder. Inspection or failure of the Town to perform any inspection hereunder, shall not release the Center, on its own or by or through its general contractor, of any of its obligations hereunder unless the Town accepts such portion of the Work in writing.

**ARTICLE 24**  
**CONFLICTS**

In case of conflict between any provision of this Agreement and any provision in any other Contract Document, the provisions of this Agreement shall in cases control and prevail.

**ARTICLE 25**  
**ENTIRE AGREEMENT; AMENDMENT**

All of the Contract Documents form the entire agreement of the parties with respect to the subject matters and transactions contemplated therein and are as fully a part of the agreement of the parties as if attached to this Agreement or repeated herein. All prior negotiations, representations and agreements, whether written or oral, with respect to the transactions contemplated herein not incorporated herein are hereby cancelled and superseded hereby. The Contract Documents may be modified or amended only by a document duly executed on behalf of the parties hereto.

**ARTICLE 26**  
**SURVIVAL**

All terms, conditions and agreements contained in the Contract Documents of an ongoing nature shall survive the expiration or earlier termination of the Contract Documents. Any provisions that are expressly stated to survive the expiration or earlier termination of the Contract Documents shall be enforced accordingly

**ARTICLE 27**  
**NOTICES**

27.1 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.

27.2 To the Town: Town of Crested Butte  
507 Maroon Avenue  
P.O. Box 39  
Crested Butte, CO 81224  
Attn: Town Manager

with a copy in case  
of a dispute to: Town of Crested Butte  
507 Maroon Avenue  
P.O. Box 39  
Crested Butte, CO 81224  
Attn: Town Attorney

To the Center:

To the Center's general contractor:

27.3 By giving the other party at least five (5) days written notice thereof, the parties shall have the right to change their respective addresses or to whom notices are to be sent.

## **ARTICLE 28** **SEVERABILITY**

If any term of the Contract Documents is determined to be invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule and the remaining provisions of the Contract Documents shall remain in full force and effect.

## **ARTICLE 29** **PREVAILING PARTY**

In the event of any dispute between the Center, on its own or by or through its general contractor, and the Town in connection with the Contract Documents, the non prevailing party

shall pay to the prevailing party all costs and expenses, including, without limitation, reasonable attorneys' fees, costs and expenses, incurred in such dispute. This Article 29 is intended to be severable from the other provisions of this Agreement, and the prevailing party's rights under this Article shall not merge into any judgment and any judgment shall survive until all such fees and costs have been paid.

**ARTICLE 30**  
**GOVERNING LAW; VENUE**

The Contract Documents shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Colorado (without giving effect to the principles of conflicts of laws thereof). Any legal action or proceeding with respect to the Contract Documents or the transactions contemplated hereby and thereby may be brought in the courts of the State Colorado sitting in Gunnison, Colorado, and by execution and delivery of this Agreement, each of the parties consents to the jurisdiction of those courts. Each of the parties irrevocably waives any objection, including any objection to the laying of venue or based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of the Contract Documents or the transactions contemplated hereby and thereby.

**ARTICLE 31**  
**HEADINGS; COUNTERPARTS; TELECOPY**

The headings of all sections and subsections herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of the Contract Documents. Each of the Contract Documents may be executed in one or more counterparts, each of which, when taken together, shall constitute one and the same instrument. For purposes of enforcement of the terms of the Contract Documents, photocopy and facsimile reproduced signatures shall be deemed to be originals.

**ARTICLE 32**  
**CONSTRUCTION**

Each of the parties hereto agrees that the Contract Documents represents an arms' length transaction and are the product of negotiations between sophisticated parties and individuals, all of whom were represented by legal counsel, and each of whom had an opportunity to participate in, and did participate in, the drafting of each provision hereof and thereof. Accordingly, ambiguities in the Contract Documents, if any, shall not be construed strictly in favor of or against any party, hereto, but rather shall be given a fair and reasonable construction without regard to the rule of *contra proferentum*.

**ARTICLE 33**  
**NO THIRD PARTY RIGHTS**

Except as expressly provided herein, the Contract Documents are for the benefit of the parties hereto and are not entered into for the benefit of, and shall not be construed to confer any benefit upon, any other party or entity.

**ARTICLE 34**  
**BINDING AGREEMENT**

The Contract Documents and the rights, benefits and obligations contained herein and therein shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

**ARTICLE 35**  
**PRONOUNS**

References to any term hereof including by use of a pronoun shall be deemed to include the masculine, feminine, singular, plural, individuals, etc.

**ARTICLE 36**  
**INCORPORATION**

All exhibits attached hereto are by reference hereby incorporated herein and made a part hereof.

**IN WITNESS WHEREOF**, this Agreement is entered into by the parties' authorized representatives as of the Effective Date.

**TOWN:**

**TOWN OF CRESTED BUTTE, COLORADO,**  
a Colorado home rule municipal corporation

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

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

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

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

\_\_\_\_\_, Town Clerk

(ATTEST)

**CENTER:**

**THE CENTER FOR THE ARTS,**  
a Colorado non-profit corporation

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

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

**EXHIBIT "A"**

**Scope of Work/Change Order**  
**(Format only)**

**THIS SCOPE OF WORK/CHANGE ORDER** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, with an effective date of \_\_\_\_\_, 20 \_\_ (the "**Effective Date**"), by and between the **TOWN OF CRESTED BUTTE, COLORADO** (the "**Town**"), a Colorado home rule municipal corporation with an address of 507 Maroon Avenue P.O. Box 39, Crested Butte, Colorado 81224 and **THE CENTER FOR THE ARTS** (the "**Center**"; together with the Town, collectively sometimes the "**parties**", individually each a "**party**"), a Colorado non-profit corporation with an address of P.O. Box 1819, Crested Butte, Colorado 81224.

This Scope of Work/Change Order is incorporated into that certain Construction Agreement entered into by and between the Center and the Town and dated \_\_\_\_\_, 20\_\_.

1. Project Description.
2. Scope of Work.
  - (i) Plans and Specifications.
  - (ii) Project Estimate.
  - (iii) Project Schedule.
    - Time of Substantial Completion
    - Other Milestones
  - (iv) Materials.
  - (v) Permits.
    - Approval Conditions
  - (vi) Assumptions.
  - (vii) Other.
3. Authorized Representative(s).
4. General Contractor.

- 5. Center Responsibilities.
- 6. Assumptions.
- 7. Inspection Plan.
- 8. Acceptance Plan.
- 9. Approved General Contractor Agreement.

**IN WITNESS WHEREOF**, this Scope of Work/Change Order is entered into by the parties' authorized representatives as of the Effective Date.

**TOWN:**

**TOWN OF CRESTED BUTTE, COLORADO,**  
a Colorado home rule municipal corporation

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

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

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

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

\_\_\_\_\_, Town Clerk

(ATTEST)

**CENTER:**

**THE CENTER FOR THE ARTS,**  
a Colorado non-profit corporation

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

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

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

## EXHIBIT "B"

### Insurance Requirements

#### 1. General Insurance Provisions.

During the term of the Agreement, without interruption, and for products and completed operations coverage notwithstanding final acceptance of the Work by the Town, the Center shall provide, pay for, and maintain in full force and effect the insurance outlined herein for coverages at not less than the prescribed minimum limits of liability, covering the Center's activities, those of any and all sub-subcontractors, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. If the Work involves or is anticipated to involve hazardous operations including, but not limited to lead, pollution or asbestos liability, special insurance must be implemented for same, and the Center will be responsible for the premium. All insurance shall be provided by financially responsible insurance carriers authorized to do business in the State of Colorado and rated by A.M. Best Rating Service as A-, IX or better. Before starting the Work, the Center shall furnish the Town (1) ISO ACORD binders and a certificate of insurance from the Center's insurance carriers certified by a duly authorized representative of its insurer that at least the minimum coverages required herein are in effect and specifying that the liability coverages are written on an occurrence form and that the coverages shall not be canceled, non-renewed, or materially changed by endorsement or through issuance of another policy or policies of insurance without thirty (30) days prior written notice to the Town, (2) evidence which has been directly provided by the insurers, setting forth the policy limits, the date of inception, and information concerning the Additional Insureds concerning the coverages listed below. The Town has the right, but not the duty to receive copies of all insurance policies upon request. Failure of the Town to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Town to identify a deficiency from evidence provided shall not be construed as a waiver of the Center's obligation to maintain such insurance. The acceptance of delivery by the Town of any certificate of insurance delivered by the Center evidencing the required coverages and limits does not constitute approval or agreement by the Town that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements of this Agreement. The Town must be provided updated renewal certificates and required endorsements as appropriate. Failure of the Town to request renewal certificates or endorsements does not relieve the Center from the obligation to maintain such insurances as required herein. The Town shall have the right, but not the obligation, to prohibit the Center or any sub-subcontractor from entering the Property until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Town. Any failure by the Center or its agent to procure the coverages required herein shall be considered a material breach of the Center's obligations under this Agreement, and the Town expressly reserves the right to seek remedy against the Center and its agent for all costs and expenses incurred as a result of the breach. If upon presentation of a claim against the Town, the the Town or the Town Indemnitees, the Center fails to abide by the indemnification requirements set forth herein and/or the Center's insurers fail or refuse to provide a defense and full, unconditional indemnity in accordance with the terms and conditions as provided herein, the

Town shall have all remedies available herein. In addition, the Center's failure to maintain the required insurance may result in termination of this Agreement at the Town's sole and absolute option. If any of the coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted to the town on issuance of a certificate of occupancy. All coverages required of the Center shall be primary and non-contributory over any insurance or self-insurance program carried by the Town. By requiring insurance, the Town does not represent that coverage and limits shall necessarily be adequate to protect the Center or the Town. Insurance affected or procured by the Center shall not reduce or limit the Center's contractual obligation to indemnify and defend Town for claims or suits which result from or are connected with the Center's performance of this Agreement. The Center and the Town agree to fully cooperate, participate and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required herein, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures. If the Center has any deductibles or self-insured retentions under any of the following required coverages (which deductibles and/or self-insured retentions exceed any specific deductible or self-insured retention maximum set forth herein, such deductibles and/or self-insured retentions shall subject to the prior written approval of the Town), the Center must identify on the certificate of insurance the nature and amount of such deductibles or self-insured retentions and provide satisfactory evidence of financial responsibility for such obligations. All deductibles or self-insured retentions shall be the Center's sole responsibility. The Center shall cause all sub-subcontract agreements to include the indemnification and insurance procurement obligation set forth herein (excepting umbrella, builder's risk and pollution liability coverages) so as to ensure that the Town and the Town Indemnitees shall have the same protection from sub-subcontractors of any tier as is afforded by the Center. The Center shall promptly notify the Town of any and all accidents, occurrences or incidents resulting in injury to the Center's employees, employees of any sub-subcontractor, to any third parties or the property of another. The Center shall submit to the Town a written report of such accidents, occurrences or incidents and shall likewise submit to the Town all reports furnished to the Center's insurance company, including but not limited to the C-2 or similar Report of Employer Accident and Injury. The Center hereby expressly agrees to comply with all applicable Federal and State rules, laws and regulations including but not limited to OSHA and the Industrial Code of the State in which the Property is located. Certificates, notices of cancellation, or changes, etc. are to be sent by the Center directly to the Town as follows:

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

2. **Liability Insurance.**

The Center shall maintain commercial general liability insurance covering all operations by or on behalf of the Center on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance shall have the following minimum limits (and apply on a per Project basis) and coverages:

Minimum limits:

- (a) combined limit for bodily injury, personal injury and property damage of at least \$1,000.00 per occurrence;
- (b) combined limit for bodily injury, personal injury and property damage of at least \$2,000,000 general aggregate with dedicated limits per property or Project Site, which dedicated limits per Property or Project site must be evidenced on the certificate; and
- (c) products and completed operations aggregate.

Coverages:

- (a) Commercial general liability form (occurrence form)
- (b) Products and completed operations coverage notwithstanding final acceptance of the Work by the Town
- (c) Blanket contractual liability
- (d) Broad form property damage
- (e) Severability of interest
- (f) Underground explosion and collapse coverage
- (g) Completed operations
- (h) Personal injury
- (i) Incidental medical malpractice
- (j) Specific waiver of subrogation
- (k) Joint venture as named insured (where applicable)
- (l) Additional insured endorsement
- (m) A cross liability endorsement.

No portion of these limits may be satisfied through any form of self-insurance or self-insured retentions. Any deductibles greater than \$5,000.00 must be pre-approved. The Center agrees that the above limits, if required by the Town, will be revised to coincide with the Town's requirements. Coverage is to be issued on a form at least as broad as ISO Form CG0001 (2001) and must include the following terms and conditions:

- Comprehensive Form
- Premises/Operations Hazard- must cover all work to be performed by the Center and their subcontractors
- Contractual Liability written specifically for this contract
- Products/Completed Operations
- Broad Form Property Damage including completed operations
- Independent Owners
- Blanket Explosion, Collapse & Underground Property Damage Liability
- Employees as additional insureds
- Supplementary payments in addition to limit of liability
- Blanket Additional Insured Endorsement providing coverage for the Town and its electeds, officers, consultants, agents, employees, contractors, insurers and attorneys on a primary non-contributory basis.
- Additional Insured Endorsement CG 2010 11/85 or CG2010 10/01 in conjunction with CG2037 10/01. Coverage to include completed operations arising out of "your work"

- Any deductible clauses, exclusions or special endorsements must be approved by the Town prior to inclusion
- Insuring agreement to read “to pay on behalf of”
- Waiver of subrogation for the Town, its Town’s electeds, officers, consultants, agents, employees, contractors, insurers and attorneys
- Severability of interests (cross liability)
- Coverage shall not include any exclusions unacceptable to the Town.

3. **Umbrella Excess Liability Insurance.**

The Center shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described herein which is at least as broad as each and every one of the underlying policies. The amounts of insurance required herein may be satisfied by the Center purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than each of the limits specified herein when added to the limit specified herein. Such insurance shall have the following minimum limits and coverages:

Minimum limits: \$2,000,000 combined single limit and aggregate limit

Coverages:

- (a) Additional insured endorsement
- (b) Pay on behalf of wording
- (c) Concurrency of effective dates with primary
- (d) Blanket contractual liability
- (e) Punitive damages coverages (where not prohibited by law)
- (f) Aggregates apply where applicable in Primary
- (g) Care, custody, and control-follow form primary
- (h) Drop down feature
- (i) Include Follow Form Waiver of Subrogation
- (j) Include Follow Form Additional Insured Primary/Non-Contributory basis
- (k) Follow Form Per Project Aggregate

4. **Center’s Builder’s Risk Insurance/Installation Floater.**

The Center shall furnish to The Town certificates of insurance and other required documentation evidencing the following coverage which shall provide for the interests of the Town to be named as loss payees and shall contain a provision requiring the insurance carriers to waive their rights of subrogation against all the Town Indemnities named in this Agreement.

Named Insured:	Town and Center
Limits of Liability:	Cost of the Work
Deductible:	\$5,000 per occurrence
Coverage Including:	i. Sixty (60) days’ notice of cancellation, non-renewal or material policy change

- ii. “All Risk” of loss including flood, earthquake, and earth movement
- iii. Replacement cost valuation
- iv. Transit limit to off-site storage limit equal to \$250,000
- v. Agreed amount clause
- vi. Property in the insured’s care, custody and control covered
- vii. Testing/processing shall be a covered peril
- viii. Electrical Injury/damage shall be covered peril
- ix. Waive rights of subrogation against the Town
- x. Coverage to apply until machinery/equipment, etc., has been installed and been accepted as satisfactory, coverage to apply after materials have become a physical part of realty
- xi. Errors, omissions or deficiency in design, workmanship or materials shall be considered a covered peril
- xii. Exclusion pertaining to property while it is on premises, owned, leased or operated by the insured shall be deleted
- xiii. Full theft coverage without exception
- xiv. Permission granted to complete and occupy
- xv. Eliminate underground exclusion
- xvi. Standard city wording or special cancellation clauses, when mandated

5. **Workers Compensation Insurance.**

The Center shall maintain workers’ compensation and employer’s liability insurance. Such insurance shall provide limits in accordance with the laws in the state in which the Property is located, but in no event less than \$500,000 on an occurrence basis with the following minimum limits and coverages:

Minimum limits:

- (a) Workers’ compensation - statutory limit
- (b) Employer’s liability:
  - (i) \$500,000 bodily injury for each accident
  - (ii) \$500,000 bodily injury by disease for each employee
  - (iii) \$500,000 bodily injury disease aggregate.

6. **Automobile Liability Insurance.**

The Center shall maintain business auto liability insurance covering liability arising out of any auto (including owned, hired and non-owned autos) used in the performance of the Work. Such insurance shall have the following minimum limits and coverages:

Minimum limits: \$1,000,000.00 combined single limit each accident on an occurrence basis.

Coverages:

- (a) Additional insured endorsement or the Town, its electeds, officers, directors, consultants, agents, employees, contractors, insurers and attorneys
- (b) Specific waiver of subrogation
- (c) Contractual liability
- (d) Contractual exclusion pertaining to operations performed within 50' of railroad must be eliminated
- (e) Additional Insured coverage for the Town, its electeds, officers, consultants, agents, employees, contractors, insurers and attorneys
- (f) All insurers must agree to waive their rights of subrogation against the Town, its elected, officers, consultants, agents, employees, contractors, insurers and attorneys.

7. **Pollution Liability Insurance.**

When remediation or abatement, or lead is included in the Work, the Center shall furnish evidence that it has provided pollution liability insurance covering all lead and pollution operations with limits each occurrence combined single limit for bodily injury, property damage and clean-up costs including completed operations, broad form contractual (including coverage for third party over claims), and independent contractors coverage, as provided for below. Completed operations coverage shall remain in effect for no less than five (5) years after completion of the Work. All insurers agree to waive their rights of subrogation against the Additional Insureds, the Town, its electeds, officers, consultants, agents, employees, contractors, insurers and attorneys.

The Town and the Additional Insureds shall be named as an additional insured and the policy shall have a retroactive date before the start of the Work. Such insurance shall have the following minimum limits of coverage, and include the following terms and conditions:

The limits of coverage shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

- Defense costs must be payable in addition to limit of liability
- Any deductibles, clauses, exclusions or special endorsements must be approved by The Town prior to inclusion.
- Coverage must include on-site, off-site and in-transit exposures.
- Policy to read “to pay on behalf of” (in lieu of indemnify).
- Must include loading and unloading coverages.
- Must be written on occurrence form.
- Policy to be submitted to the Town for review and approval.
- Additional Insured coverage for the Town, its electeds, officers, consultants, agents, employees, contractors, insurers and attorneys on a primary non-contributory basis.

8. **Waivers of Subrogation.**

The Town and the Center waive all rights against each other and any of their electeds, subcontractors, sub-subcontractors, their directors, officers, members, managers, employees,

agents, subsidiaries, affiliates, insurers and attorneys for damages caused by fire or other causes of loss to the extent covered by property insurance, or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Town as fiduciary. The Center, as appropriate, shall require all sub-subcontractors to provide similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

A loss insured under the Town's property insurance shall be adjusted by the Town as fiduciary and made payable to the Town as fiduciary for the insureds, as their interests may appear.

9. **Risk of Loss.**

The Center shall bear all risks of any loss or destruction of or damage to (1) the Work, (2) any materials or supplies incorporated or to be incorporated therein, and (3) any equipment, tools, or other property, until the final completion of the Work and its final acceptance by the Town. The Center assumes and shall ensure that all the Centers and all employees of the Center and all subcontractors assume the risk of loss or destruction of or damage to any property of such parties (including personal property, construction machinery, equipment, scaffolding, or temporary or portable buildings) whether owned, hired, rented, borrowed, or otherwise, used at any time in the connection with the performance of the Work. The Center waives and shall ensure that all subcontractors waive all rights of recovery against the Town for any such loss, disappearance, destruction of or damage to any property of such parties. The Center and any subcontractors shall cause their respective property insurers to waive all rights of subrogation against the Town.

9. **Insurance Policy Requirements.**

Policies written on a surplus lines or non-admitted basis are not acceptable. The Town shall have the right to reject any proposed carrier and to insist that the policy(ies) at issue be written by another/other carrier(s). Each insurance policy required hereunder shall provide that it may not be cancelled or substantially modified without thirty (30) days prior written notice to the Town. The Center shall require all insurance policies in any way related to the Work and secured and maintained by the Center to include clauses stating that each underwriter shall waive all rights of recovery, under subrogation or otherwise, against the Town, and all tiers of the Centers, engaged by any of them. To the extent applicable, the amounts and types of insurance shall conform to the terms, conditions and coverages of Insurance Service Office (ISO) policies, forms and endorsements. The Center shall, by specific endorsement to its commercial general liability policies, umbrella/excess liability policies, and automobile liability policies (as applicable), (1) provide that defense costs are not to be considered as damages so as to erode the policy limits required herein, (2) cause the coverage afforded thereunder to include blanket written contractual liability covering all indemnity agreements set forth in this Agreement, and

(3) cause the coverage afforded to the Additional Insureds thereunder to be primary to and not contribute with any other valid and collectible insurance available to the Additional Insureds. The Center shall, by specific endorsement to its umbrella/excess liability policy, cause the coverage afforded to the Additional Insureds thereunder to be the first tier umbrella/excess coverage above the primary coverage afforded to the Additional Insureds under the commercial general liability insurance required hereunder and not contribute with or excess to any other valid and collectible insurance available to the Additional Insureds whether provided on a primary or excess basis. Further evidence is required that such policies include follow form “per project” aggregate.

10. **Additional Insureds.**

The policy or policies providing insurance as required, with the exception of professional liability (if applicable) and workers’ compensation, shall defend and include the Town and its electeds, officers, directors, consultants, agents, employees, contractors, insurers and attorneys, on a primary, and non-contributory basis for work performed under or incidental to this Agreement. The form of the additional insured endorsements shall be on a form at least as broad as ISO Form CG2010 11/85 or a combination of CG2010 10/01 and CG2037 10/01 and shall not include any exclusions that limit the scope of coverage beyond that provided to the named insured. This requirement applies to all policies under which the above parties are required to be named as additional insureds. The additional insured coverages shall include completed operations coverage for the Additional Insureds for a period of not less than twenty-four (24) months after completion of the applicable Project. If the Additional Insured has other insurance applicable to the loss, it shall be on an excess or contingent basis. The amount of the Center’s insurance shall not be reduced by the existence of such other insurance. If any insurance required here is to be issued or renewed on a claims-made form (which requires prior written approval by the Town) as opposed to the occurrence form, the retroactive date for coverage shall be no later than the commencement date of the Work and shall state that in the event of cancellation or non-renewal, the discovery period for insurance claims (tail coverage) shall be at least thirty-six (36) months.

10. **Adjustment of Losses.**

Any loss insured under the policies required herein shall be adjusted by the Center and the Town, as their interests may appear, and made payable to the Town as trustee for the insureds as their interests may appear, subject to the requirements of any applicable mortgagee clause. The Town, as trustee, shall have the power to adjust and settle any loss with the insurers unless one of the parties in interest objects in writing within five (5) days after the loss to the Town’s exercise of this power. If such objection is made, an arbitrator mutually acceptable to the parties in interest and the Town shall be chosen promptly. The Town, as trustee, shall in such case make settlement with the insurers in accordance with the directions of such arbitrator. If distribution of the insurance proceeds by arbitration is required, the arbitrators shall direct such distribution.

**Background for Agenda Item: Request from High Country Conservation Advocates for the Crested Butte Town Council to Submit a Letter to the Bureau of Land Management Opposing Arch Coal Co.'s Request for a Royalty Rate Reduction at the West Elk Coal Mine**

On September 4, 2014, Mountain Coal Company (MCC), a subsidiary of Arch Coal Company (Arch), requested that the Bureau of Land Management (BLM) continue its royalty rate reduction for two coal leases that permit the company to access federal coal via the West Elk Mine in Gunnison County. BLM is currently processing that request. Royalties from federal coal, including from West Elk, provide resources to local budgets, including Crested Butte and Gunnison County. Because Arch cannot make the showing that it merits a royalty rate reduction – one that would reduce by 37.5% money that would otherwise go to federal, state and local taxpayers – High Country Conservation Advocates (HCCA) respectfully asks that the Town of Crested Butte submit a letter opposing the request.

**Background: Arch's Profitable West Elk Mine and Its Request to Short-change Taxpayers.**

- Arch Coal operates the West Elk mine, west of Kebler Pass in Gunnison County. It operates on public land (Gunnison National Forest) and mines publicly-owned coal. The mine is proposing to expand into 1,700 acres of the Sunset Roadless Area, directly adjacent to the West Elk Wilderness, to access 19 million tons of coal. The U.S. Forest Service will begin a public review of that plan this month.
- At the same time, Arch is proposing that BLM reduce by almost 40% the royalty that the company pays on the coal taken from the West Elk mine. [See Attachment 1.](#)
- Coal royalties — the money paid by private companies to the federal government for the right to mine coal on federal lands — are a source of revenue for state and local budgets. The federal government retains 51 percent of royalty revenues and returns 49 percent to coal-producing states for planning, construction and maintenance of public facilities. [See Attachment 2.](#)
- The Mineral Leasing Act permits (but does not require) the Secretary of the Interior to reduce royalty rates “for the purpose of encouraging the greatest ultimate recovery of coal” whenever it is necessary “to promote development, or whenever ... the leases cannot be successfully operated under the terms” of the lease. That is not the case at the West Elk mine.
- Arch alleges that conditions at West Elk result in more costly mining. But these conditions do not demonstrate that any royalty reduction is required to “promote development” or that the leases cannot otherwise be “successfully operated.”
- First, Arch has shown that the leases can be – and in fact are now being – “successfully operated” without the royalty rate reduction. The prior five-year royalty rate reduction for these leases approved by BLM, which reduced the rate from 8% to 5%, expired at the end of January 2015. MCC has been operating continuously on one or the other of the two leases at issue since that date, and paying an 8% royalty rate. Nothing suggests that MCC cannot mine the coal in those leases without a retroactive rate reduction.
- Second, Arch Coal has repeatedly told the public that West Elk is a “lower cost” mine, and the company’s reports indicate that West Elk is among the most profitable mines Arch operates when comparing the operating margin per ton of coal mined ([See Attachment 3](#)). This shows that MCC needs no royalty rate cut to encourage it to continue operating the West Elk mine at those two leases.

- Third, Colorado taxpayers shouldn't be short-changed while Arch's executives take home huge bonuses. Arch Coal paid its executives \$8 million in bonuses in January 2016, just before declaring bankruptcy. (See Attachment 4). That is approximately the same amount that the State of Colorado estimated in 2012 that its taxpayers would have to give up in total over the five year period 2010-2015 under Arch's previous royalty relief request. The New York Times reported on May 2 that coal executive pay increases have outstripped raises for other executives, and far outstrip pay raises for miners (See Attachment 5). That story notes a recent \$10 million payout to Arch Coal's CEO.
- Arch's request has been pending for more than two years; BLM could approve it at any time.

#### Why the Town of Crested Butte Should Submit a Letter Opposing Royalty Reduction

- The money that Colorado receives in federal coal royalties is redistributed to local communities as part of federal mineral lease revenues (FML). Local governments use FML revenues for roads, public facilities ranging from senior centers to community parks, sewer and wastewater treatment plants, planning and design, broadband development, human services, law enforcement, workforce housing and other uses to improve the quality of life for their residents.
- The federal government uses its share of royalty revenues for reclamation, water conservation, historic preservation and other general purposes, many that help local communities.
- Arch is seeking a retroactive rate reduction beginning on February 1, 2015. Since that time, the company has mined more than 9.4 million tons of coal at West Elk. Based on the average cost of coal sold during that period, taxpayers stand to lose approximately \$10 million just in the little over two years since the date at which the reduction would commence.
- Royalties that return to Colorado are allocated as follows:
  - 48.3 percent to the State Public School Fund
  - 10 percent to the Colorado Water Conservation Board
  - 1.7 percent to School Districts
  - 40 percent Local Impact Program at the Department of Local Affairs
- By not paying its fair share, Arch Coal is depriving Crested Butte and Gunnison County of revenue. Fair royalties for coal mined on public lands help ensure taxpayers and local communities are receiving a fair return on this publicly held resource.

Please send a letter opposing Arch's royalty reduction request to:

Ruth Welch, Colorado State Director  
 Bureau of Land Management  
 2850 Youngfield St.  
 Lakewood, CO 80215  
[rwelch@blm.gov](mailto:rwelch@blm.gov)

Please courtesy copy the following recipients:

Governor John Hickenlooper  
 Office of the Governor  
 136 State Capitol Building  
 Denver, CO 80203

Gunnison BOCC  
[bocc@gunnisoncounty.org](mailto:bocc@gunnisoncounty.org)

## Guest commentary: Will Arch Coal shortchange Gunnison County?

[ BY MATT REED ]

I grew up in Gunnison, and am lucky enough to work here as an adult.

For much of Gunnison County's history, coal has loomed large as an economic driver. Today, only one coal operator remains, Arch Coal's West Elk mine, located near the western end of Kebler Pass.

America is transitioning away from coal for a lot of reasons—competition with cheaper natural gas, solar and wind; its legacy of pollution; and the ongoing and worsening climate crisis to which coal is a huge contributor. The shift from coal to less impactful energy sources comes at a time of tremendous demographic change in Colorado and the West, as communities endeavor to balance public lands health with sustainable growth.

Gunnison County is not immune from these challenges, and in many ways is successfully positioning itself to be a champion of community-driven public lands management. Our commissioners' commitment to public lands staying in public hands is admirable, and we are optimistic about a program to generate electrical power from coal mine methane pollution in Sen. Bennet's Thompson Divide legislation.

Yet the West Elk mine's environmental impacts are very real. The mine is proposing to expand into 1,700 acres of the Sunset Roadless Area, directly adjacent to the West Elk Wilderness, to access 19 million tons of coal. The U.S. Forest Service will begin a public review of this plan shortly. Arch's expansion proposal would scar a pristine roadless forest with six miles of new roads and nearly 50 methane drainage wells. Methane venting at the West Elk mine already makes it the largest source of industrial methane

pollution in the state.

While elected officials have been reluctant to challenge coalmine expansion in Gunnison County, Arch Coal should at least be held accountable for paying its way.

Case in point: Arch is proposing to reduce the royalty it pays on the coal taken from the West Elk mine, a request that would slash by almost 40 percent money that would otherwise go to federal, state and Gunnison County taxpayers. Royalties are payments made by coal companies for the right to extract and produce publicly owned coal. Half of the revenue generated from royalties is allocated to the federal government and the other half to the state where the coal is located.

BLM generally awards royalty rate cuts when mining companies show that mining in the particular area would be too costly without the reduction. But that doesn't seem to be the case here. Arch has emerged from bankruptcy, and has repeatedly told its shareholders that the West Elk mine is among the most profitable mines in its portfolio. And Arch's royalty reduction request comes despite the fact that it paid its executives \$8 million in bonuses in January 2016, one business day before the company declared bankruptcy. That's approximately the same amount of money that the state estimated in 2012 that Colorado taxpayers would lose to Arch under the company's previous royalty relief request, one that BLM granted.

Arch is seeking a retroactive rate reduction for a five-year period beginning on February 1, 2015. Since that time, the company has mined approximately 9.4 million tons of coal at the West Elk mine. Based on the average cost of coal sold during that period, taxpayers stand to lose approximately \$10 million just in

the little over two years since the date at which the reduction would commence.

BLM is currently considering Arch's royalty request, a process that requires consultation with the governor. While we recognize there is disagreement over the appropriateness of roadless public lands to accommodate coal mine expansion, less controversial should be ensuring that Arch Coal pays its way and does not shortchange taxpayers. Gunnison County's economy tomorrow will be vibrant because of the choices we make today.

The golden goose of Gunnison County's economy is not coal. It is the forests, clean water and wildlife that are threatened by climate change. With coal declining, its persistence should not be artificially maintained through royalty reductions at the expense of Gunnison County taxpayers. High Country Conservation Advocates urges Gunnison County and the public to demand that Arch Coal pay its way for mining public coal from public lands.

*Matt Reed is public lands director for High Country Conservation Advocates (HCCA), based in Crested Butte.*

### LETTERS

#### Missing Le Bosquet

Dear Editor:

I was shocked, surprised and saddened to see one of our older and finer restaurants, Le Bosquet closed. Boo-hoo. We will miss you. Thank you, Vic and Candy, and your loyal staff for so many years.

Look forward to seeing your next creation after you have a nice long vacation.

Best wishes,  
LaDonna Largo

#### Monthly Film at the GAC: *Before the Flood*

*Before the Flood* captures Leonardo DiCaprio as he interviews individuals from every facet of society in both developing and developed nations who provide unique, impassioned and pragmatic views on what must be done today and in the future to prevent catastrophic disruption of life on our planet. The movie will screen on

Friday, April 28. Doors open at 6:30, and the movie begins at 7 p.m. This documentary runs one hour, 36 minutes and is rated PG. A full bar and popcorn will be available. Admission is \$10.

For more information go to [Gunnisonartscenter.org](http://Gunnisonartscenter.org), call (970) 641-4029 or stop in at 102 S. Main St.

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# CFI Brief: Federal Coal Program Reform Could Provide Much Needed Resources to Local Budgets

August 17, 2015

## Why do we care about coal royalties?

Coal is an important resource in Colorado, and **coal royalties — the money paid by private companies to the federal government for the right to mine coal on federal lands — are a vital source of revenue for state and local budgets.** Increasing coal royalty rates, closing loopholes and improving overall transparency of the Federal Coal Program would help Colorado communities fund schools, roads, environmental protection, public safety and other priorities.

The federal coal program is particularly important in Colorado as nearly 75 percent of all coal produced in the state is mined on land owned and leased by the federal government. Roughly 90 percent of that is extracted from underground mines where the impacts of exploration, extraction and production can have long-term and far-reaching impacts on local communities and the local environment.

The U.S. Bureau of Land Management (BLM) and U.S. Office of Natural Resources Revenue (ONRR) administer the federal coal program and negotiate leases, royalty rates, rents and bonuses directly with companies. **The federal government retains 51 percent of royalty revenues and returns 49 percent to coal-producing states for planning, construction and maintenance of public facilities.**

## What are royalties?

Royalties are rents or taxes paid on the volume or value of the coal extracted. They are, in part, intended to ensure that the public gets its fair share of the value of non-renewable public resources and to provide local communities with the resources they need to mitigate the short- and long-term impacts of mining. Royalties help local districts protect the environment, enhance infrastructure and improve the quality of life in mining towns.

Like taxes, the royalty program is a program of public finance and as such should be regularly reviewed to ensure that it advances intended policy goals and adapts to changing conditions and needs. In addition, like tax policies, royalty programs should meet the principles of sound taxation by being transparent, fair and adequate.

The current statutory royalty rate is 12.5 percent for surface mining production and 8 percent for underground mining production.<sup>i</sup> These rates have been in effect for more than 30 years.

BLM has the authority to grant deductions from the statutory rate for certain costs of production, like transportation and processing, as well as rate reductions on a lease-by-lease basis if they believe reductions are necessary to promote the greatest recovery, conservation and development of the resource.<sup>ii</sup>

The current structure lacks a great deal of transparency. Disparate public data sources, proprietary information and industry self-reporting make it difficult to evaluate whether the rates and subsidies are effective, adequate or fair. The current review of federal coal policies should be done with an eye toward granting the public greater access.

### How much money are we talking about?

Colorado generates a significant amount of royalty revenue for federal, state and local governments. In 2014, Colorado producers paid \$415 million in total royalties from all oil, gas, coal and other mineral extraction.<sup>iii</sup> This amount does not include rents, bonuses or other revenues. Colorado ranks fourth among states for federal royalty payments from all sources.<sup>iv</sup> An estimated \$203 million (49 percent) came back to Colorado. Of that, \$18 million, or 9 percent, is attributed to coal production.

**Table 1 Average Coal Royalty Rates and Amounts, Colorado 2010-2014**

Average Royalty Paid on Coal	5.8%
Average Reported Royalty	\$46,401,200
Average Returned to Colorado	\$22,736,588
Average Royalty Revenue per Ton	\$2.72/ton

### What happens to royalties in Colorado?

The money that Colorado receives in federal coal royalties is redistributed to local communities as part of federal mineral lease revenues (FML). FML revenues are also composed of lease payments and bonuses paid by winners of a competitive bid process for the right to use the land. Colorado distributes FML revenues by statutory formula.

Bonus revenues are split 50/50 between the Local Government Permanent fund and the Higher Education Maintenance and Reserve Fund.

Non-bonus revenues, including rents and royalties, are allocated thusly:

- 48.3 percent to the State Public School Fund (Capped at \$76M FY15)
- 10 percent to the Colorado Water Conservation Board (Capped at \$17.7 M FY 15)
- 1.7 percent to School Districts (Capped at \$4.1 M FY 15)
  - Any spillover goes to the Higher Education Federal Mineral Lease Revenue Fund (Capped at \$50M)
  - Spillover to the Higher Education Maintenance and Reserve Fund
- 40 percent Local Impact Program at the Department of Local Affairs
  - 50 percent to counties, municipalities and FML districts through a direct distribution formula and
  - 50 percent to local communities most directly impacted through grants and loan program

Local governments use FML revenues for roads, public facilities ranging from senior centers to community parks, sewer and wastewater treatment plants, planning and design, broadband development, human services, law enforcement, workforce housing and a myriad of other uses to improve the quality of life for their residents.<sup>y</sup>

### What impact would reforms have in Colorado?

Raising the royalty rate and reducing subsidies for coal mined on public lands will help ensure taxpayers are receiving a fair return on this publicly held resource, and will inject millions of dollars into federal, state and local budgets to support schools, the environment, infrastructure and other important programs.

### Federal spending in Colorado

The federal government uses its share of royalty revenues for reclamation, water conservation, historic preservation and other general purposes, many that help states. For instance, in Colorado, the Division of Reclamation, Mining and Safety's Coal Regulatory Program is funded primarily with federal funds, 79 percent, and a state severance tax match. The funding ratio is based on the proportion of coal mine acres on federal lands in Colorado.<sup>vi</sup>

The Coal Regulatory Program handles the permitting and regulating of coal mines in order to protect public and environmental health and safety. The program also ensures that coal companies mining in the state have adequate resources and insurance to pay for site reclamation so that taxpayers aren't left footing the bill if a company leaves the state or declares bankruptcy.

In eight of the last 15 fiscal years, the federal contribution to Colorado’s Division of Reclamation, Mining and Safety Coal Program has fallen below statutorily required levels, requiring the state to refinance with state severance tax dollars. While the amounts are low, between \$33,000 and \$200,000, the impact of lost revenue to the Coal Program is significant and could result in fewer inspections, fewer permits issued, production delays, loss of specific expertise (engineer, hydrologist, etc.), additional lost revenue — all of which jeopardize public safety, health and Colorado’s environment.<sup>vii</sup>

While the state has been able to refinance lost federal dollars with state severance tax funds, these changes can reduce money for programs funded with severance tax. Severance tax in Colorado is divided between the Department of Local Affairs and Department of Natural Resources. Both agencies redistribute money to programs and local governments for water projects, natural resource related programs, low-income energy assistance, agriculture and other community benefits.

### **Decreasing deductions and rate cuts in Colorado**

Decreasing allowable deductions and lease rate reductions would generate additional revenue for Colorado communities.

According to an analysis by Headwaters Economics (Haggerty 2015) on leases in Colorado since 1990, allowable deductions for transportation and processing reduced the statutory royalty rate paid by producers by 0.9 percent. BLM granted additional rate reductions, which further reduced the rate by another 1.7 percent.

Headwaters found that if BLM had not granted the lease rate reductions (1.7 percent) on Colorado leases since 1990, coal royalty revenue would have been \$97 million higher over that time. Without deductions for processing and transportation, royalty revenue would have been \$51 million higher since 1990. Colorado’s share of these forgone revenues (49 percent) would have been \$73 million, returned directly to local school districts, municipalities and counties, benefiting thousands of Coloradans.

**Table 2 Reductions and Deductions, 1990-2013**

Royalty foregone in lease rate reduction, total (federal and state share)	\$97,965,234
Royalty foregone in transportation and processing cost deductions, total (federal and state share)	\$51,855,634
Total foregone royalties, total (federal and state share)	\$149,820,868
Total foregone royalties, state share	\$73,412,225

## Increasing the royalty rates in Colorado

The majority of mining operations in Colorado occur in underground mines. If Colorado's mines had paid the statutory requirement of 8 percent and had only deducted the average 0.9 percent in transportation and processing costs, coal royalties would have totaled \$51.2 million in 2014. That is an increase of roughly \$15 million in total funds that would mean an additional \$7 million to the state.

More specifically, this would mean an additional \$3 million to the Department of Local Affairs for local governments and school districts, \$3.4 million to the permanent state Public School Fund and \$708,000 to the Colorado Water Conservation Board Construction Fund for water projects.

If the statutory royalty rate in 2014 had been increased to 12.5 percent for both surface and underground mining operations, as some have recommended, and if transportation and processing cost deductions were kept in place, reported royalties on coal would have increased significantly from \$36.7 million to \$83.6 million. This would be an additional \$23 million to Colorado: an additional \$9.4 million for local governments and school districts, \$11.1 million to the permanent savings fund, and \$2.3 million to the CWCB Construction Fund.

	<b>12.5% Statutory Rate, 11.6% Reported Rate</b>	<b>8% Statutory Rate, 7.1% Reported Rate</b>
<b>New Total Reported FML Royalty Revenue</b>	\$ 83,641,497.85	\$ 51,194,365.06
<b>Additional Share to Colorado</b>	\$ 22,979,400.58	\$ 7,080,305.51
<b>Additional Share to DOLA for DD and Grants</b>	\$ 9,191,760.23	\$ 2,832,122.20
<b>Additional to school districts</b>	\$ 390,649.81	\$ 120,365.19
<b>Additional Share to State Public School Fund</b>	\$ 11,099,050.48	\$ 3,419,787.56
<b>Additional Share to CWCB Construction Fund</b>	\$ 2,297,940.06	\$ 708,030.55

Source: Colorado Fiscal Institute analysis of U.S. Office of Natural Resources and Revenue data

## Conclusion

Coal royalties are an important source of revenue for the state and local communities. Royalty revenues are used to support local mining communities today and ensure their future health and safety. As the federal government looks to reform the Coal Program, it should consider whether or not the program meets the goals and purposes of our changing energy and environmental needs. It should also evaluate the financing structure and rates to ensure that they meet the high standards of public finance and are open and accountable to the public, effective and efficient at achieving their policy goals, adequate, fair and, most importantly, best serving the public good.

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<https://www.coloradomining.org/wp-content/uploads/2013/06/Coal-Report-FINAL-5.4.151.pdf>. Accessed August 18, 2015.

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<http://mining.state.co.us/About/Pages/DRMSFunding.aspx>. Accessed August 18, 2015.

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<http://dnr.state.co.us/Budget/Documents/Change%20Request%20FY15.pdf>. 33-48. Accessed August 18, 2015.

# News from Arch Coal, Inc.

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FOR FURTHER INFORMATION:

**Logan Bonacorsi**

Investor Relations

314/994-2766

**FOR IMMEDIATE RELEASE**

## **Arch Coal, Inc. Reports First Quarter 2017 Results**

*Earnings per share increase 55 percent*

*Board announces capital redeployment plan*

ST. LOUIS, May 2, 2017 – Arch Coal, Inc. (NYSE: ARCH) today reported first quarter 2017 net income of \$51.7 million, or \$2.03 per diluted share, compared with \$33.4 million, or \$1.31 per diluted share, in the fourth quarter of 2016. Excluding certain charges, adjusted diluted earnings per share (“adjusted EPS”)<sup>1</sup> was \$2.55 per share. The charges for the first quarter include non-cash sales contract amortization, reorganization fees and early debt extinguishment items and related tax impact. The company earned adjusted earnings before interest, taxes, depreciation, depletion, amortization, reorganization items and early debt extinguishment charges (“adjusted EBITDAR”)<sup>1</sup> of \$120.5 million in the first quarter of 2017, a nearly 30-percent increase versus the previous quarter. Revenues totaled \$600.9 million for the three months ended March 31, 2017.

“Arch executed a strong performance in the first quarter of 2017, with meaningful expansion in earnings per share and adjusted EBITDAR,” said John W. Eaves, Arch’s chief executive officer. “Our solid financial results underscore the strategic value of the company’s two complementary lines of business and our highly competitive position in our key operating segments. During the first quarter, we capitalized on resurgent global metallurgical markets while remaining poised to take advantage of improving fundamentals in the thermal coal markets as the year progresses.”

### **Arch Initiates Capital Allocation Programs**

As a result of the company’s healthy liquidity position and expectations for continued cash generation in 2017, the Board of Directors has approved two capital allocation initiatives to enhance shareholder returns. First, the board has instituted a quarterly cash dividend of \$0.35 per share. The quarterly dividend will begin with the second quarter and will be paid on June 15, 2017 to stockholders of record on May 31, 2017.

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<sup>1</sup> *Adjusted EBITDAR and Adjusted EPS are defined and reconciled in the “Reconciliation of Non-GAAP measures” in this release.*

In addition, the board has approved the establishment of a share repurchase program that authorizes the company to purchase up to \$300 million of the company's outstanding common stock. The repurchase program announced today has no time limit and Arch expects to fund future share repurchases with cash on hand and cash generated from operations.

Future dividend declarations and share repurchases will be subject to ongoing board review and authorization and will be based on a number of factors, including business and market conditions, Arch's future financial performance and other capital priorities.

"Given the volatile nature of commodity markets in general, it is important that we take a prudent approach to our capital allocation initiatives," said Eaves. "The board believes Arch's strong free cash flow profile coupled with our low leverage will continue to provide opportunities to return value to our shareholders, while at the same time enabling us to maintain the financial flexibility to reinvest in our premier operating portfolio."

As previously announced, the company decreased its total indebtedness and interest expense during the first quarter, bolstering its already strong financial position. Through its successful refinancing, Arch reduced its debt levels by more than \$25 million and lowered its annual interest expense by nearly \$18 million. At the end of the first quarter, Arch's debt level totaled \$334 million, comprised of the \$300 million term loan and \$34 million in equipment financing and other debt. Arch's cash and short-term investment balance grew by \$77 million from year-end 2016 to over \$470 million at March 31, 2017.

On April 27, 2017, Arch entered into an inventory-only Asset Based Lending ("ABL") facility and amended its existing accounts receivable securitization facility. The new ABL increases the borrowing base that supports Arch's outstanding letters of credit, which would have freed up approximately \$30 million of restricted cash on a pro forma basis at March 31, 2017. The combined facilities will also lower borrowing costs.

"We are extremely pleased with the further improvements to our capital structure," said John T. Drexler, Arch's chief financial officer. "Looking ahead, we remain committed to maintaining a healthy level of liquidity and managing our balance sheet carefully while creating and enhancing returns for our shareholders."

### **Arch Focuses on Fundamental Values**

Arch subsidiaries earned 14 safety and environmental awards in the three months ended March 31, 2017. Most notably, Arch's Sentinel and Coal-Mac complexes attained West Virginia's top safety awards among large underground and surface mines, while the West Elk mine was honored with both the top safety and environmental awards in Colorado. Furthermore, four of Arch's operations and facilities attained a *Perfect Zero* – a dual achievement of operating without a reportable safety incident or environmental violation – for the three months ended March 31, 2017.

"We commend our employees for their outstanding safety and environmental accomplishments, and for their ongoing commitment to living our core values every day," said Paul A. Lang,

Arch’s president and chief operating officer. “We are constantly striving for improvement across our operating platform, with an ultimate goal of a *Perfect Zero* at all of our operations.”

## Arch Delivers Strong Operational Results

“Despite modestly lower sales volumes, we are off to a strong start in 2017,” said Lang. “Our mining complexes delivered strong performances during the quarter just ended. We were successful in achieving higher price realizations across all of our operating segments in the first quarter. In particular, our Metallurgical segment delivered a standout performance – attaining an average sales price 40 percent higher than the fourth quarter of 2016. At the same time, we continue to diligently focus on managing our controllable costs, driving process improvement initiatives and maximizing revenues from our strategic unpriced volume position, with the goal of enhancing margins at each of our operations.”

	Metallurgical	
	1Q17	4Q16
<b>Tons sold (in millions)</b>	<b>2.1</b>	<b>2.4</b>
<i>Coking</i>	<i>1.5</i>	<i>1.7</i>
<i>PCI</i>	<i>0.1</i>	<i>0.2</i>
<i>Thermal</i>	<i>0.5</i>	<i>0.5</i>
<b>Average sales price per ton</b>	<b>\$90.84</b>	<b>\$65.61</b>
<i>Coking</i>	<i>\$105.51</i>	<i>\$75.36</i>
<i>PCI</i>	<i>\$62.34</i>	<i>\$54.78</i>
<i>Thermal</i>	<i>\$47.64</i>	<i>\$36.86</i>
Cash cost per ton	\$57.67	\$52.98
<b>Cash margin per ton</b>	<b>\$33.17</b>	<b>\$12.63</b>

*Cash cost per ton is defined and reconciled under "Operational Performance".*

*Mining complexes included in this segment are Beckley, Leer, Lone Mountain, Mountain Laurel and Sentinel*

In the Metallurgical segment, first quarter 2017 cash margins increased nearly 165 percent versus the fourth quarter of 2016. Average sales price per ton rose \$25.23 in the first quarter of 2017 when compared with the fourth quarter of 2016, benefiting primarily from the ongoing strength in metallurgical coal markets. Sales volumes declined 12 percent over the same time period, due primarily to two planned longwall moves and to restricted lake season delivery schedules. Notably, Arch shipped 1.5 million tons of coking coal at an average realized price of \$105.51, a 40-percent increase over the average realized price achieved in the fourth quarter of 2016. Coking coal realizations benefited from significantly stronger pricing on index-based tons that shipped during the period as well as new sales. Higher per ton cash costs in the segment were driven by higher sales-sensitive costs, lower volume levels, and the impacts of the two longwall moves. Arch believes its prior cost guidance for the segment is appropriate, and that this cost structure places Arch’s operations firmly at the low end of the U.S. metallurgical coal industry’s cost curve.

	<b>Powder River Basin</b>	
	<b>1Q17</b>	<b>4Q16</b>
Tons sold (in millions)	21.3	21.8
Average sales price per ton	\$12.57	\$12.41
Cash cost per ton	\$10.33	\$9.88
<b>Cash margin per ton</b>	<b>\$2.24</b>	<b>\$2.53</b>

*Cash cost per ton is defined and reconciled under "Operational Performance".*  
*Mining complexes included in this segment are Black Thunder and Coal Creek*

In the Powder River Basin, first quarter 2017 sales volumes declined modestly compared with the fourth quarter of 2016. Average sales price per ton increased \$0.16 in the first quarter when compared to the fourth quarter of 2016, benefiting from a favorable mix of customer shipments. Segment cash costs increased \$0.45 per ton over the same time period, driven by the impact of lower volume levels, increased repair and maintenance expense and higher fuel prices. As previously indicated, the segment's fourth quarter cost performance was exceptionally strong. Arch is maintaining its cost guidance of \$10.20 to \$10.70 per ton for the full year.

	<b>Other Thermal</b>	
	<b>1Q17</b>	<b>4Q16</b>
Tons sold (in millions)	2.3	2.5
Average sales price per ton	\$35.51	\$34.01
Cash cost per ton	\$23.82	\$21.79
<b>Cash margin per ton</b>	<b>\$11.69</b>	<b>\$12.22</b>

*Cash cost per ton is defined and reconciled under "Operational Performance".*  
*Mining complexes included in this segment are Coal-Mac, Viper and West Elk*

In the Other Thermal segment, average sales price per ton increased \$1.50 versus the fourth quarter, driven by stronger pricing on shipments of West Elk coal destined for the international marketplace. Volumes were modestly lower in the first quarter, due in part to reduced West Elk shipments to eastern U.S. power plants during a mild winter. While still below the guidance range, cash cost per ton increased when compared to the fourth quarter due to the impact of lower volume levels during the period. To reflect recent increased demand for West Elk coal, Arch is reducing the top end of its cost guidance for the segment. The company now anticipates costs to be in the range of \$25.00 per ton to \$29.00 per ton for 2017.

## **Key Market Developments**

### **Metallurgical Coal Markets**

- The lingering impact of Cyclone Debbie, which continues to disrupt the coking coal logistics chain in Queensland, Australia, is buoying global metallurgical markets. According to the principal Queensland rail carrier an estimated 20 million metric tons of

predominately coking coal supply was impacted due to the storm. The seaborne metallurgical market totals approximately 300 million metric tons.

- Prior to the storm, metallurgical markets appeared to be in relatively healthy balance. Steel demand grew robustly in the first quarter; Chinese coking coal imports were up 50 percent year-over-year; and the expected seaborne coking coal supply response was largely confined to U.S. producers, who moved an additional 2.4 million tons of metallurgical coal into seaborne markets during the first quarter.
- In late March, before Cyclone Debbie made landfall, the Platts price assessment for vessels loaded off the U.S. East Coast was \$162.50 per metric ton for High-Vol A, Arch's primary metallurgical product. After the storm hit, High-Vol A prices peaked mid-month at \$295 and have since settled back to \$237 per metric ton. Low-Vol and High-Vol B products are currently being assessed at \$212 and \$185 per ton, respectively.

### **Thermal Coal Markets**

- In thermal markets, still-inflated utility stockpiles continue to dampen domestic demand and pricing, but the situation is improving. Assuming normal summer weather, Arch believes stockpiles should approach target levels by year-end.
- Moreover, Arch is encouraged by the persistent strength in natural gas prices, which continue to hold up well despite an exceptionally mild winter and significant recent increases in drilling activity. Prompt month NYMEX is currently trading over \$3.20 per million Btus and the future strip for the remainder of 2017 averages \$3.39 per million Btus.
- At the natural gas pricing levels noted above, Arch expects the vast majority of Powder River Basin-served coal plants to dispatch in front of natural gas-fueled power plants. In fact, several large customers have re-entered the market in recent weeks to shore up their coal supplies in the face of improving coal consumption.
- International thermal pricing for prompt delivery in the Asia-Pacific region remains reasonably strong. Arch took advantage of the recent move higher to place additional West Elk tons into export markets.

### **Company Outlook**

Based on the company's current expectations regarding the direction of metallurgical coal markets, Arch has raised its coking coal volume guidance for 2017. Arch now expects to sell between 6.7 and 7.1 million tons of coking coal, which excludes PCI coal. At the midpoint of its volume guidance level, Arch is over 85 percent committed on coking coal sales for the full year, with over 30 percent of that committed volume exposed to index-based pricing. At the midpoint of guidance, Arch's thermal sales are 88 percent committed for the full year.

"We are building upon our first-quarter results and expect our company to deliver an exceptional earnings performance in 2017," said Eaves. "Arch is strategically prepared to respond to

evolving coal market dynamics, and we believe our strategic asset base, low-cost operational profile and strong balance sheet will enable Arch to deliver significant shareholder value.”

	2017		2018	
	Tons	\$ per ton	Tons	\$ per ton
<b>Sales Volume (in millions of tons)</b>				
Coking	6.7	- 7.1		
PCI	0.7	- 0.8		
<u>Thermal</u>	<u>88.0</u>	<u>- 96.0</u>		
Total	95.4	- 103.9		
<b>Metallurgical (in millions of tons)</b>				
Committed, Priced Coking	4.1	\$96.06	-	
<u>Committed, Unpriced Coking</u>	<u>1.9</u>		<u>1.9</u>	
Total Committed Coking	6.0		1.9	
Committed, Priced PCI	0.7	\$65.40	-	
<u>Committed, Unpriced PCI</u>	<u>-</u>		<u>-</u>	
Total Committed PCI	0.7		-	
Committed, Priced Thermal	1.3	\$40.33	0.4	\$30.58
<u>Committed, Unpriced Thermal</u>	<u>-</u>		<u>-</u>	
Total Committed Thermal	1.3		0.4	
Average Metallurgical Cash Cost		\$51.00 - \$56.00		
<b>Powder River Basin (in millions of tons)</b>				
Committed, Priced	70.2	\$12.51	33.8	\$12.21
<u>Committed, Unpriced</u>	<u>2.8</u>		<u>3.0</u>	
Total Committed	73.0		36.8	
Average Cash Cost		\$10.20 - \$10.70		
<b>Other Thermal (in millions of tons)</b>				
Committed, Priced	6.8	\$35.65	2.9	\$38.04
<u>Committed, Unpriced</u>	<u>-</u>		<u>-</u>	
Total Committed	6.8		2.9	
Average Cash Cost		\$25.00 - \$29.00		
<b>Corporate (in \$ millions)</b>				
D,D&A excluding Sales Contract Amortization		\$124 - \$132		
Sales Contract Amortization		\$50 - \$58		
ARO Accretion		\$30 - \$32		
S,G&A		\$85 - \$89		
Interest Expense		\$23 - \$27		
Capital Expenditures		\$52 - \$60		
Tax Provision		0% - 3%		

A conference call regarding Arch Coal’s first quarter 2017 financial results will be webcast live today at 10 a.m. Eastern time. The conference call can be accessed via the “investor” section of the Arch Coal website (<http://investor.archcoal.com>).

Forward-Looking Statements: *This press release contains “forward-looking statements” – that is, statements related to future, not past, events. In this context, forward-looking statements often address our expected future business and financial performance, and often contain words such as “expects,” “anticipates,” “intends,” “plans,” “believes,” “seeks,” or “will.” Forward-looking statements by their nature address matters that are, to different degrees, uncertain. For us, particular uncertainties arise from changes in the demand for our coal by the domestic electric generation industry; from legislation and regulations relating to the Clean Air Act and other environmental initiatives; from operational, geological, permit, labor and weather-related factors; from fluctuations in the amount of cash we generate from operations; from future integration of acquired businesses; and from numerous other matters of national, regional and global scale, including those of a political, economic, business, competitive or regulatory nature. These uncertainties may cause our actual future results to be materially different than those expressed in our forward-looking statements. We do not undertake to update our forward-looking statements, whether as a result of new information, future events or otherwise, except as may be required by law. For a*

*description of some of the risks and uncertainties that may affect our future results, you should see the risk factors described from time to time in the reports we file with the Securities and Exchange Commission.*

###

**Arch Coal, Inc. and Subsidiaries**  
**Condensed Consolidated Statements of Operations**  
(In thousands, except per share data)

	Successor	Predecessor
	Three Months Ended March 31, 2017	Three Months Ended March 31, 2016
	(Unaudited)	(Unaudited)
<b>Revenues</b>	\$ 600,975	\$ 428,106
<b>Costs, expenses and other operating</b>		
Cost of sales	461,410	411,010
Depreciation, depletion and amortization	31,921	63,699
Accretion on asset retirement obligations	7,623	8,306
Amortization of sales contracts, net	14,690	(833)
Change in fair value of coal derivatives and coal trading activities, net	854	1,210
Asset impairment and mine closure costs	-	85,520
Selling, general and administrative expenses	20,523	19,826
Other operating income, net	(2,310)	(2,220)
	<u>534,711</u>	<u>586,518</u>
Income (loss) from operations	66,264	(158,412)
<b>Interest expense, net</b>		
Interest expense	(9,425)	(44,451)
Interest and investment income	527	1,138
	<u>(8,898)</u>	<u>(43,313)</u>
Income (loss) before nonoperating expenses	57,366	(201,725)
<b>Nonoperating expense</b>		
Net loss resulting from early retirement of debt and debt restructuring	(2,030)	(2,213)
Reorganization items, net	(2,828)	(3,875)
	<u>(4,858)</u>	<u>(6,088)</u>
Income (loss) before income taxes	52,508	(207,813)
Provision for (benefit from) income taxes	840	(1,111)
<b>Net income (loss)</b>	<u>\$ 51,668</u>	<u>\$ (206,702)</u>
<b>Net income (loss) per common share</b>		
Basic EPS (LPS)	<u>\$ 2.07</u>	<u>\$ (9.71)</u>
Diluted EPS (LPS)	<u>\$ 2.03</u>	<u>\$ (9.71)</u>
Basic weighted average shares outstanding	<u>25,008</u>	<u>21,293</u>
Diluted weighted average shares outstanding	<u>25,408</u>	<u>21,293</u>
<b>Adjusted EBITDAR (A) (Unaudited)</b>	<u>\$ 120,498</u>	<u>\$ (1,720)</u>
<b>Adjusted diluted income (loss) per common share (A)</b>	<u>\$ 2.55</u>	<u>\$ (5.49)</u>

(A) Adjusted EBITDAR and Adjusted diluted income per common share are defined and reconciled under "Reconciliation of Non-GAAP Measures" later in this release.

**Arch Coal, Inc. and Subsidiaries**  
**Condensed Consolidated Balance Sheets**  
(In thousands)

	<b>March 31,</b>	<b>December 31,</b>
	<b>2017</b>	<b>2016</b>
	(Unaudited)	
<b>Assets</b>		
<b>Current assets</b>		
Cash and cash equivalents	\$ 347,580	\$ 305,372
Short term investments	122,505	88,072
Restricted cash	68,984	71,050
Trade accounts receivable	150,399	184,483
Other receivables	22,482	19,877
Inventories	125,194	113,462
Other current assets	74,063	96,306
Total current assets	911,207	878,622
<b>Property, plant and equipment, net</b>	1,027,288	1,053,603
<b>Other assets</b>		
Equity investments	104,144	96,074
Other noncurrent assets	102,277	108,298
Total other assets	206,421	204,372
Total assets	\$ 2,144,916	\$ 2,136,597
<b>Liabilities and Stockholders' Equity</b>		
<b>Current liabilities</b>		
Accounts payable	\$ 103,130	\$ 95,953
Accrued expenses and other current liabilities	172,898	205,240
Current maturities of debt	7,898	11,038
Total current liabilities	283,926	312,231
Long-term debt	318,030	351,841
Asset retirement obligations	339,865	337,227
Accrued pension benefits	37,510	38,884
Accrued postretirement benefits other than pension	101,786	101,445
Accrued workers' compensation	184,792	184,568
Other noncurrent liabilities	77,301	63,824
Total liabilities	1,343,210	1,390,020
<b>Stockholders' equity</b>		
Common Stock	250	250
Paid-in capital	692,253	688,424
Retained earnings	85,117	33,449
Accumulated other comprehensive income	24,086	24,454
Total stockholders' equity	801,706	746,577
Total liabilities and stockholders' equity	\$ 2,144,916	\$ 2,136,597

**Arch Coal, Inc. and Subsidiaries**  
**Condensed Consolidated Statements of Cash Flows**  
(In thousands)

	Successor	Predecessor
	Three Months Ended March 31, 2017	Three Months Ended March 31, 2016
	(Unaudited)	(Unaudited)
<b>Operating activities</b>		
Net income (loss)	\$ 51,668	\$ (206,702)
Adjustments to reconcile to cash provided by operating activities:		
Depreciation, depletion and amortization	31,921	63,699
Accretion on asset retirement obligations	7,623	8,306
Amortization of sales contracts, net	14,690	(833)
Prepaid royalties expensed	2,281	1,286
Deferred income taxes	5,830	(429)
Employee stock-based compensation expense	2,426	1,003
Gains on disposals and divestitures	(347)	1
Asset impairment and noncash mine closure costs	—	77,550
Net loss resulting from early retirement of debt and debt restructuring	2,030	2,213
Non-cash bankruptcy reorganization items	—	(13,892)
Amortization relating to financing activities	535	3,150
Changes in:		
Receivables	37,134	7,815
Inventories	(11,732)	734
Accounts payable, accrued expenses and other current liabilities	(20,529)	39,441
Income taxes, net	(4,965)	(642)
Other	6,964	7,202
Cash provided by (used in) operating activities	125,529	(10,098)
<b>Investing activities</b>		
Capital expenditures	(5,950)	(5,926)
Minimum royalty payments	(63)	(71)
Proceeds from disposals and divestitures	420	—
Purchases of short term investments	(78,523)	(55,132)
Proceeds from sales of short term investments	45,886	56,134
Investments in and advances to affiliates, net	(7,905)	(2,156)
Withdrawals (deposits) of restricted cash	2,066	(12,108)
Cash used in investing activities	(44,069)	(19,259)
<b>Financing activities</b>		
Proceeds from issuance of term loan due 2024	298,500	—
Payments to extinguish term loan due 2021	(325,684)	—
Net payments on other debt	(2,810)	(5,410)
Debt financing costs	(7,228)	(18,403)
Net loss resulting from early retirement of debt and debt restructuring	(2,030)	(2,213)
Cash used in financing activities	(39,252)	(26,026)
Increase (decrease) in cash and cash equivalents	42,208	(55,383)
Cash and cash equivalents, beginning of period	305,372	450,781
Cash and cash equivalents, end of period	\$ 347,580	\$ 395,398

**Arch Coal, Inc. and Subsidiaries**  
**Schedule of Consolidated Debt**  
**(In thousands)**

	<b>March 31,</b>	<b>December 31,</b>
	<b>2017</b>	<b>2016</b>
	(Unaudited)	
Term loan due 2024 (\$300.0 million face value)	\$ 298,512	\$ -
Term loan due 2021 (\$325.7 million face value)	-	325,684
Other	34,424	37,195
Debt issuance costs	(7,008)	—
	325,928	362,879
Less: current maturities of debt	7,898	11,038
Long-term debt	\$ 318,030	\$ 351,841
 Calculation of net debt		
Total debt (excluding debt issuance costs)	\$ 332,936	\$ 362,879
Less liquid assets:		
Cash and cash equivalents	347,580	305,372
Short term investments	122,505	88,072
	470,085	393,444
Net debt	\$ (137,149)	\$ (30,565)

**Arch Coal, Inc. and Subsidiaries**  
**Operational Performance**  
(In millions, except per ton data)

	Successor		Predecessor	
	Three Months Ended March 31, 2017		Three Months Ended March 31, 2016	
	(Unaudited)		(Unaudited)	
Powder River Basin				
Tons Sold	21.3		16.5	
Segment Sales	\$ 268.1	\$ 12.57	\$ 218.5	\$ 13.24
Segment Cash Cost of Sales	220.4	10.33	205.7	12.46
Segment Cash Margin	47.7	2.24	12.8	0.78
Metallurgical				
Tons Sold	2.1		2.2	
Segment Sales	\$ 187.1	\$ 90.84	\$ 110.6	\$ 51.10
Segment Cash Cost of Sales	118.8	57.67	104.3	48.19
Segment Cash Margin	68.3	33.17	6.3	2.91
Other Thermal				
Tons Sold	2.3		1.3	
Segment Sales	\$ 81.4	\$ 35.51	\$ 50.8	\$ 39.80
Segment Cash Cost of Sales	54.6	23.82	47.6	37.32
Segment Cash Margin	26.8	11.69	3.2	2.48
Total Segment Cash Margin	\$ 142.8		\$ 22.2	
Selling, general and administrative expenses	(20.5)		(19.8)	
Liquidated damages under export logistics contracts	-		(1.6)	
Other	(1.8)		(2.5)	
Adjusted EBITDAR	\$ 120.5		\$ (1.7)	

**Reconciliation of Non-GAAP Measures**

	Successor		Predecessor	
	Three Months Ended March 31, 2017		Three Months Ended March 31, 2016	
	(Unaudited)		(Unaudited)	
Total segment sales	\$ 536.6		\$ 379.9	
Transportation costs billed to customers	64.4		37.5	
Coal risk management derivative settlements	-		0.2	
Other (1)	0.1		10.6	
Revenues	\$ 601.0		\$ 428.1	

(1) Other includes coal sales associated with mines that have operated historically but have been idled or disposed of and are no longer part of a segment.

	Successor		Predecessor	
	Three Months Ended March 31, 2017		Three Months Ended March 31, 2016	
	(Unaudited)		(Unaudited)	
Total segment cash cost of sales	\$ 393.7		\$ 357.6	
Transportation costs billed to customers	64.4		37.5	
Risk management derivative settlements--diesel fuel	(0.6)		(1.3)	
Other (1)	3.9		17.2	
Cost of sales	\$ 461.4		\$ 411.0	

(1) Other includes costs associated with mines that have operated historically but have been idled or disposed of and are no longer part of a segment and operating overhead.

**Arch Coal, Inc. and Subsidiaries**  
**Reconciliation of Non-GAAP Measures**  
**(In thousands, except per share data)**

Included in the accompanying release, we have disclosed certain non-GAAP measures as defined by Regulation G. The following reconciles these items to net income and cash flows as reported under GAAP.

**Adjusted EBITDAR**

Adjusted EBITDAR is defined as net income attributable to the Company before the effect of net interest expense, income taxes, depreciation, depletion and amortization, accretion on asset retirement obligations, amortization of sales contracts and reorganization items, net. Adjusted EBITDAR may also be adjusted for items that may not reflect the trend of future results.

Adjusted EBITDAR is not a measure of financial performance in accordance with generally accepted accounting principles, and items excluded from Adjusted EBITDAR are significant in understanding and assessing our financial condition. Therefore, Adjusted EBITDAR should not be considered in isolation, nor as an alternative to net income, income from operations, cash flows from operations or as a measure of our profitability, liquidity or performance under generally accepted accounting principles. The Company uses adjusted EBITDAR to measure the operating performance of its segments and allocate resources to the segments. Furthermore, analogous measures are used by industry analysts and investors to evaluate our operating performance. Investors should be aware that our presentation of Adjusted EBITDAR may not be comparable to similarly titled measures used by other companies. The table below shows how we calculate Adjusted EBITDAR.

	Successor	Predecessor
	Three Months Ended March 31, 2017	Three Months Ended March 31, 2016
	(Unaudited)	(Unaudited)
Net income (loss)	\$ 51,668	\$ (206,702)
Income tax (benefit) expense	840	(1,111)
Interest expense, net	8,898	43,313
Depreciation, depletion and amortization	31,921	63,699
Accretion on asset retirement obligations	7,623	8,306
Amortization of sales contracts, net	14,690	(833)
Asset impairment and mine closure costs	-	85,520
Net loss resulting from early retirement of debt and debt restructuring	2,030	2,213
Reorganization items, net	2,828	3,875
Adjusted EBITDAR	<u>\$ 120,498</u>	<u>\$ (1,720)</u>

**Adjusted net income (loss) and adjusted diluted income (loss) per share**

Adjusted net income (loss) and adjusted diluted income (loss) per common share are adjusted for the after-tax impact of reorganization items, net and are not measures of financial performance in accordance with generally accepted accounting principles. We believe that adjusted net income (loss) and adjusted diluted income (loss) per common share better reflect the trend of our future results by excluding items relating to significant transactions. The adjustments made to arrive at these measures are significant in understanding and assessing our financial condition. Therefore, adjusted net income (loss) and adjusted diluted income (loss) per share should not be considered in isolation, nor as an alternative to net income (loss) or diluted income (loss) per common share under generally accepted accounting principles.

	Successor	Predecessor
	Three Months Ended March 31, 2017	Three Months Ended March 31, 2016
	(Unaudited)	(Unaudited)
Net income (loss)	\$ 51,668	\$ (206,702)
Amortization of sales contracts, net	14,690	(833)
Asset impairment and mine closure costs	-	85,520
Net loss resulting from early retirement of debt and debt restructuring	2,030	2,213
Reorganization items, net	2,828	3,875
Tax impact of adjustment	(6,325)	(915)
Adjusted net income (loss)	<u>\$ 64,891</u>	<u>\$ (116,842)</u>
Diluted weighted average shares outstanding	<u>25,408</u>	<u>21,293</u>
Diluted income (loss) per share	\$ 2.03	\$ (9.71)
Amortization of sales contracts, net	0.58	(0.04)
Asset impairment and mine closure costs	-	4.02
Net loss resulting from early retirement of debt and debt restructuring	0.08	0.10
Reorganization items, net	0.11	0.18
Tax impact of adjustments	(0.25)	(0.04)
Adjusted diluted income (loss) per share	<u>\$ 2.55</u>	<u>\$ (5.49)</u>



## Staff Report May 15, 2017

**To:** Mayor and Town Council  
**Thru:** Dara MacDonald  
**From:** Bob Gillie, Building and Zoning Director  
**Subject:** 4-Way Transportation Center Bid Award, Resolution #24, Series 2017  
**Date:** May 11, 2017

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**Summary:** The 4-way Transportation Center was put out for bids in April. The first round of bids garnered only one bid. The bid was for \$427,466.47 or \$534.33 per square foot. The staff felt like this was too high and the lack of bidders did not validate the number. The staff chose to put the project out to bid again. The second round of bids were opened on May 9<sup>th</sup>. There were three bidders in the second round.

- Christopher Klein           \$420,685.00
- Stryker Company           \$399,210.76
- Pinnacle Inc.               \$363,122.00

**Previous Council Action:** In the 2017 budget, \$400,000 was budgeted for the project. It was anticipated that this would not only build the transit center but also rehabilitate the existing bathrooms in the center.

**Discussion:** Given the amount of the bids received it became obvious that we needed to re-configure the project. The staff has, at this time, eliminated the solar panels from the project and delayed the Chamber bathroom remodel until we determine the actual cost of the build. The Town will be incurring some in house cost related to utility placement, moving of the existing bus stop, and excavation expenses. We are setting up the building to accept solar panels but they are not in the bid for budget reasons. We could proceed with this aspect by pursuing GCEA funding if the Council desires.

The staff sat down with Scott Bogart of Pinnacle and are comfortable with his sub-contractors and personnel. It is important to move with haste on the project so as to not impact the bus system and 4-way any more than necessary during the height of the summer season.

**Recommendation:** The staff recommends that the Town Council award the bid to Pinnacle Inc. and set the not to exceed price at \$370,000 to give the staff some contingency.

**Proposed Motion for ordinance #:** I move to award the 4-way transportation center contract to Pinnacle Incorporated in an amount not to exceed \$370,000 and authorize the mayor to sign Resolution 24, Series 2017.

**RESOLUTION NO. 24**

**SERIES 2017**

**RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL  
APPROVING THE AWARD OF CONTRACT FOR THE 4-WAY  
TRANSPORTATION CENTER AND AUTHORIZING THE  
MAYOR TO ENTER INTO A CONSTRUCTION CONTRACT  
BETWEEN THE TOWN OF CRESTED BUTTE AND PINNACLE  
INC.**

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

WHEREAS, the Town Council desires to award a contract for the construction of the “4-Way Transportation Center”; and Pinnacle Inc. responded to the Town’s Request for Bids; and

WHEREAS, the Town Council desires to award the contract to Pinnacle Inc. accordingly, subject to the terms and conditions of the contract in an amount not to exceed \$363,122.00 to be executed by the parties.

WHEREAS, based on the Town Staff’s recommendation, the Town Council hereby finds that it is in the best interest of the Town and general welfare of the public that the “4-way Transportation Center be awarded”.

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

1. The Town Council incorporates the foregoing recitals as its conclusions, facts, determinations, and findings.
2. The Town Council hereby awards the contract for Construction Services for the construction of the “4-Way Transportation Center” to Pinnacle Inc. in an amount not to exceed Three Hundred Sixty-three thousand one hundred and twenty two dollars (\$363,122.00) and authorizes the Town Manager to execute a contract further detailing the terms and conditions of such award.

RESOLVED, APPROVED AND ADOPTED BEFORE THE TOWN COUNCIL THIS 15th DAY OF May, 2017.

TOWN OF CRESTED BUTTE, COLORADO

By: \_\_\_\_\_  
Glenn Michel, Mayor

ATTEST

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

(SEAL)

**EXHIBIT "A"**

## CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made this 16th day of May, 2017 by and between Pinnacle Incorporated (hereinafter referred to as "Contractor"), and the Town of Crested Butte, Colorado, a Colorado municipal corporation (hereinafter the "Town").

### WITNESSETH:

WHEREAS, the Town desires that Contractor perform the duties of general contractor for the construction of certain improvements, namely the 4 Way Transportation Center (hereinafter the "Project"); and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the Project in writing.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Statement of Work. Contractor agrees to manage and supervise the construction of the project located in the Town of Crested Butte, Gunnison County, Colorado, as directed by the Town and pursuant to the Town of Crested Butte Design Standards and according to the plans and specifications approved by the Town. Contractor shall (a) furnish all tools, equipment, supplies, superintendence, transportation and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and skillful manner and in accordance with the provisions of this Agreement; and (d) execute, construct and complete all work included in and covered by this Agreement.

2. Time of Commencement and Completion. Construction under this Agreement can begin on or after May 29, 2017 site work to be completed by June 30, 2017, and completion date is to be August 31, 2017. The Completion Date may, at the Town's sole discretion, be extended if approved by the Town in writing, but in no event may the Completion Date extend beyond September 15, 2017. If, due to misconduct or neglect, Contractor fails to complete the Project on or before the Completion Date, the Town may deduct **liquidated damages in the amount of \$500 the first day and \$250.00 for each additional day** the Contractor works beyond this date. It is understood by Contractor and the Town that actual damages caused by Contractor's failure to complete this Agreement on time are impracticable or extremely difficult to fix, and that the per diem deduction from the contract price will be retained by the Town as payment by Contractor of liquidated damages, and not as a penalty.

3. Compensation. Town shall pay and Contractor shall receive the contract price of **\$ 363,122.00** as stipulated in the Notice of Award, attached to this contract as **Exhibit A** and incorporated herein by this reference, as FULL compensation for everything furnished and done by Contractor under this Agreement, including all loss or damage arising out of the work or from the action of the elements; for any unforeseen obstruction or difficulty encountered in the prosecution of the work, including increased prices for or shortages of materials for any reason, including natural disasters; for all risks of every description associated with the work; for all expenses incurred due to the suspension or discontinuation of the work; and for well and faithfully completing the work as provided in this Agreement.

4. Draw Requests. Contractor agrees to perform all work on the Project according to the schedules set forth in the approved Bid Proposal attached hereto as **Exhibit B** and incorporated herein by this reference. Contractor shall submit weekly progress reports to the Facilities Manager or his designee showing actual costs incurred and work completed. Contractor shall also submit to the Town monthly draw requests for all authorized costs incurred up to that date for the Project, if the time for the work exceeds one month. Upon review and approval of the progress reports and draw request(s) by the Facilities Manager or his designee, the Town agrees to pay Contractor the amounts shown on all draw requests, minus a ten percent (10%) retainage for any payments other than the final payment, no later than the fifteenth (15<sup>th</sup>) business day following the date the draw request was submitted. Payments may be withheld if:

- A. Work is found defective and not remedied;
- B. Contractor fails to meet schedules shown on Exhibit B, as may be amended by the actual construction commencement date.
- C. Contractor does not make prompt and proper payments to subcontractors;
- D. Contractor does not make prompt and proper payments for labor, materials, or equipment furnished;
- E. Another contractor is damaged by an act for which Contractor is responsible;
- F. Claims or liens are filed on the job; or
- G. In the opinion of the Town, Contractor's work is not progressing satisfactorily.

The Town shall disburse the total retainage and the final draw request submitted by Contractor upon acceptance of the Project as described in Paragraph 12 below.

5. Liability for Damages. The Town its officers, agents or employees, shall not in any manner be answerable or responsible for any loss or damage to the work or to any part of the work; for any loss or damage to any materials, building, equipment or other property that may be used or employed in the work, or placed on the worksite during the progress of the work; for any injury done or damages or compensation required to be paid under any present or future law, to any person, whether an employee of Contractor or otherwise; or for any damage to any property occurring during

or resulting from the work. Contractor shall indemnify the Town, its officers, agents and employees, against all such injuries, damages and compensation arising or resulting from causes other than the Town's neglect, or that of its officers, agents or employees.

6. Inspection of Work and Materials.

- A. The Town Manager or his designee may appoint and employ such persons as may be necessary to act as inspectors or agents for the purpose of supervising in the interests of the Town materials furnished and work done as the work progresses.
- B. The Town shall at all times have unrestricted access to all parts of the work and to other places where or in which the preparation of materials and other integral parts of the work are being carried on and conducted.
- C. Contractor shall provide all facilities and assistance required or requested to carry out the work of supervision and inspection by the Town, including soil and material tests.
- D. Inspection of the work by the above-mentioned authorities or their representatives shall in no manner be presumed to relieve in any degree the responsibility or obligations of Contractor.
- E. No material of any kind shall be used in the work until it has been inspected and accepted by the Town. All rejected materials shall be immediately removed from the premises. Any materials or workmanship found at any time to be defective shall be replaced or remedied at once regardless of previous inspection. Inspection of materials shall be promptly made, and, where practicable, at the source of supply.
- F. Whenever the specifications, the instructions of the Town or the laws, ordinances or regulations of any public authority require work to be specially tested or approved, Contractor shall give the Town timely notice of its readiness for inspection, and if the inspection is by another authority, of the date fixed for the inspection.

7. Insurance. Contractor shall not commence work under this Agreement until Contractor has obtained all insurance required under this section and the insurance has been approved by the Town Manager or his designee. Similarly, Contractor shall not allow any approved subcontractor to commence work on his or her subcontract until all similar insurance required of subcontractor has been so obtained and approved. The following insurance shall be required:

- A. Commercial General Liability Insurance: At a minimum, combined single limits of \$1,000,000 per occurrence and \$1,000,000 for general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$1,000,000 per occurrence.
- B. Workers' Compensation and Employer's Liability: Workers' compensation insurance for all of Contractor's employees engaged in work at the site of the project including occupational disease coverage in accordance with scope and limits as required by the

State of Colorado.

- C. Comprehensive Automobile Liability Insurance: Including coverage for all owned, non-owned, and rented vehicles with \$1,000,000 combined single limit for each occurrence.

The Town of Crested Butte shall be named as an additional insured. All insurance policies must be written in a manner consistent with the requirements of the Standard Form Agreement. Certificates of insurance shall be issued prior to execution of the Notice to Proceed.

8. Performance Bond. To secure performance of Contractor's obligations under this Agreement, the Contractor shall provide the Town with a Performance Bond in the amount of the full contract price, or **\$ 363,122.00**. The Contractor shall use the form of the Performance Bond supplied by the Town. The Town shall be authorized to draw upon the Performance Bond to correct any default by Contractor under this Agreement, which default shall be determined and substantiated by an Affidavit of Default signed by the Town Manager. The Performance Bond shall be held by the Town through the one year warranty period specified in Paragraph 13 below.

9. Payment of Labor and Materials Bond. To secure performance of Contractor's obligations under this Agreement to its subcontractors and suppliers, Contractor shall provide the Town with a Payment of Labor and Materials Bond in the amount of the full contract price, or **\$ 363,122.00**. After the execution of this agreement and prior to the notice to proceed, the Contractor shall provide the Payment of Labor and Materials Bond to the Town in the form supplied by the Town. The Town shall be authorized to draw upon the Payment of Labor and Materials Bond to correct any default by Contractor under this Agreement, which default shall be determined and substantiated by an Affidavit of Default signed by the Town Manager.

10. Notice to Proceed. Notice to Proceed shall be issued within ten (10) calendar days of the execution of this Agreement by all parties. If the Town fails to issue such Notice to Proceed within that time limit, Contractor may terminate the Agreement without further liability on the part of either party. Such notice of termination must be tendered in writing to the Town. Additionally, the parties may mutually agree that the time for the Notice to Proceed may be extended.

11. Compliance with Laws. Contractor and every subcontractor or person doing or contracting to do any work contemplated by this contract shall keep himself or herself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of his or her contract or any extra work, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not the laws, ordinances or regulations are mentioned in this contract, and shall indemnify the Town, its officers, agents and employees, against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations.

12. Certificates and Permits. Contractor shall secure at Contractor's own expense all necessary certificates, licenses and permits from municipal or other public authorities required in connection with the work contemplated by this Agreement or any part of this Agreement, and shall give all notices required by law, ordinance or regulation. Contractor shall pay all fees and charges

incident to the due and lawful prosecution of the work contemplated by this Agreement, and any extra work performed by Contractor.

13. Termination. The Town may, at its sole discretion, terminate this Agreement without liability in the event that Contractor fails to provide the Performance Bond and/or Payment of Labor and Materials Bond, Certificates of Insurance required by Paragraph 7, or otherwise fails to meet the conditions precedent to issuance of the Notice to Proceed set forth in Paragraph 10 above. The Town may also, at its sole discretion, on one week's notice to Contractor, terminate this Agreement without liability before the completion date, and without prejudice to any other remedy the Town may have, when Contractor defaults in the performance of any provision, or fails to carry out the construction of the Project in accordance with the provisions of this Agreement.

14. Substantial Completion / Acceptance. The date of substantial completion of the Project shall be a date mutually agreed upon by the Town and Contractor. In the event that the Town and Contractor do not reach an agreement as to the date of substantial completion, the Crested Butte Town Council shall determine such date. Upon the date of substantial completion, Contractor shall certify in writing that substantially all improvements described in the Statement of Work have been completed in conformance with the plans and specifications and submit to the Town a completed substantial completion list utilizing a form approved by the Town. Thereafter, and within thirty (30) business days after a request for final inspection by Builder, the Town shall inspect the Project and notify Builder in writing and with specificity of their conformity or lack thereof to the plans and specifications. Builder shall make all corrections necessary to bring the Project into conformity with the plans and specifications. Once any and all corrections are completed, the Town shall complete a Project Acceptance Form and promptly notify Builder in writing that the Project is in conformance with the approved plans and specifications, and the date of such notification shall be known as the Acceptance Date. The Acceptance Date shall coincide with the commencement of the one year warranty period described in Paragraph 15 below. Within thirty (30) days of the Acceptance Date, the Town shall pay Builder the amount shown on the final draw request; provided, however, that the amount of funds left from the contract price specified in the Notice of Award are sufficient to cover this amount.

15. Warranty. Contractor shall warrant any and all improvements constituting the Project constructed for the Town pursuant to this Construction Agreement for a period of twenty four (24) months from the Acceptance Date as set forth in Paragraph 14 herein. Specifically, but not by way of limitation, Contractor shall warrant that:

- A. Any and all improvements constituting the Project shall be free from any security interest or other lien or encumbrance; and
- B. Any and all structures so conveyed shall be free of any defects in materials or workmanship for a period of two (2) years, as stated above.

16. Corrections to Project. If, within one (2) years after the date of substantial completion, any of Contractor's work on the Project is found to be not in accordance with the standards set forth in the preceding Paragraph 15, Contractor shall, at Contractor's expense, correct it promptly after receipt of a written notice from the Town to do so unless the Town has previously

accepted such condition. Such notice shall be either delivered personally or by overnight express courier, or sent by registered or certified mail, postage prepaid, return receipt requested, and must be received by Contractor as soon as practicable after the Town discovers the defect or the loss or damage caused by such defect, but in no event later than the date that the warranty given hereby expires.

17. Modifications. The Town may modify this Agreement with respect to the arrangement, character, alignment, grade or size of the work or appurtenances whenever in its opinion it shall deem it necessary or advisable to do so. Contractor shall accept such modifications when ordered in writing by the Town Manager or his designee. Any such modifications shall not subject Contractor to increased expense without equitable compensation, which compensation may be approved by the Town pursuant to its Purchasing Policy. If any modification results in a decrease in the cost of work involved, an equitable deduction from the contract price shall be made. These deductions shall be determined by the Town Manager or his designee. The determination of any such additional compensation or deduction shall be based on the bids submitted and accepted. No modifications in the work shown on the plans and described in the specifications shall be made, unless the nature and extent of the modifications has first been certified by the Town in writing and sent to Contractor.

18. Attorneys' Fees; Survival; Costs of Collection. Should this Agreement become the subject of legal action to resolve a claim of default in performance by any party, including the collection of past due amounts, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees, expenses, and court costs. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

19. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement.

20. Assignment. This Agreement may not be assigned without the prior written consent of the non-assigning party.

21. Amendment. This Agreement shall not be amended, except by subsequent written agreement of the parties.

22. Entire Agreement. This Agreement, **along with any addendums and attachments hereto**, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

23. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

24. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

25. Invalid Provision. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

26. Notices. Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

To the Town:                      Dara MacDonald, Town Manager  
Town of Crested Butte  
P.O. Box 39  
Crested Butte, CO 81224  
(970) 349-5338

Copy to:                              Garfield and Hecht, P.C.  
Attention: John Belkin  
PO Box 2919  
Crested Butte, CO 81224  
(970) 349-6698

To the Contractor:                Name, address, telephone number.

27. Status. Contractor is an independent contractor and none of its employees or agents shall be considered an employee or agent of the Town for any purpose.

28. Insurance and Governmental Immunity Act. Nothing herein shall be interpreted as a waiver of governmental immunity, to which the other parties would otherwise be entitled under C.R.S. §24-6-101, et seq. as amended.

29. Work By Illegal Aliens Prohibited. Pursuant to Section 8-17.5-101, C.R.S., et. seq., Contractor warrants, represents, acknowledges, and agrees that:

- A. Contractor does not knowingly employ or contract with an illegal alien.
- B. Contractor does not knowingly employ or contract with an illegal alien to perform work or enter into a contract with a subcontractor that fails to verify to Town that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

- C. Contractor has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104<sup>th</sup> Congress, as amended, and expanded in Public Law 156, 108<sup>th</sup> Congress, as amended, administered by the Department of Homeland Security (hereinafter, "E-Verify") in order to verify that Contractor does not employ illegal aliens. If Contractor is not accepted into E-Verify prior to entering into this Agreement, Contractor shall forthwith apply to participate in E-Verify and shall submit to the Town written verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in E-Verify, and shall certify such application to the Town in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This Paragraph shall be null and void if E-Verify is discontinued.
- D. Contractor shall not use E-Verify procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- E. If the Town obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
- (a) notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  - (b) notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  - (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- F. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.
- G. If Contractor violates this Paragraph, the Town may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town arising out of said violation.
30. Authority. Each person signing this Agreement represents and warrants that he is

fully authorized to enter into and execute this Agreement, and to bind the party it represents to the terms and conditions hereof.

31. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

WHEREFORE, the parties hereto have executed duplicate originals of this Construction Agreement on the day and year first written above.

[CONTRACTOR]:

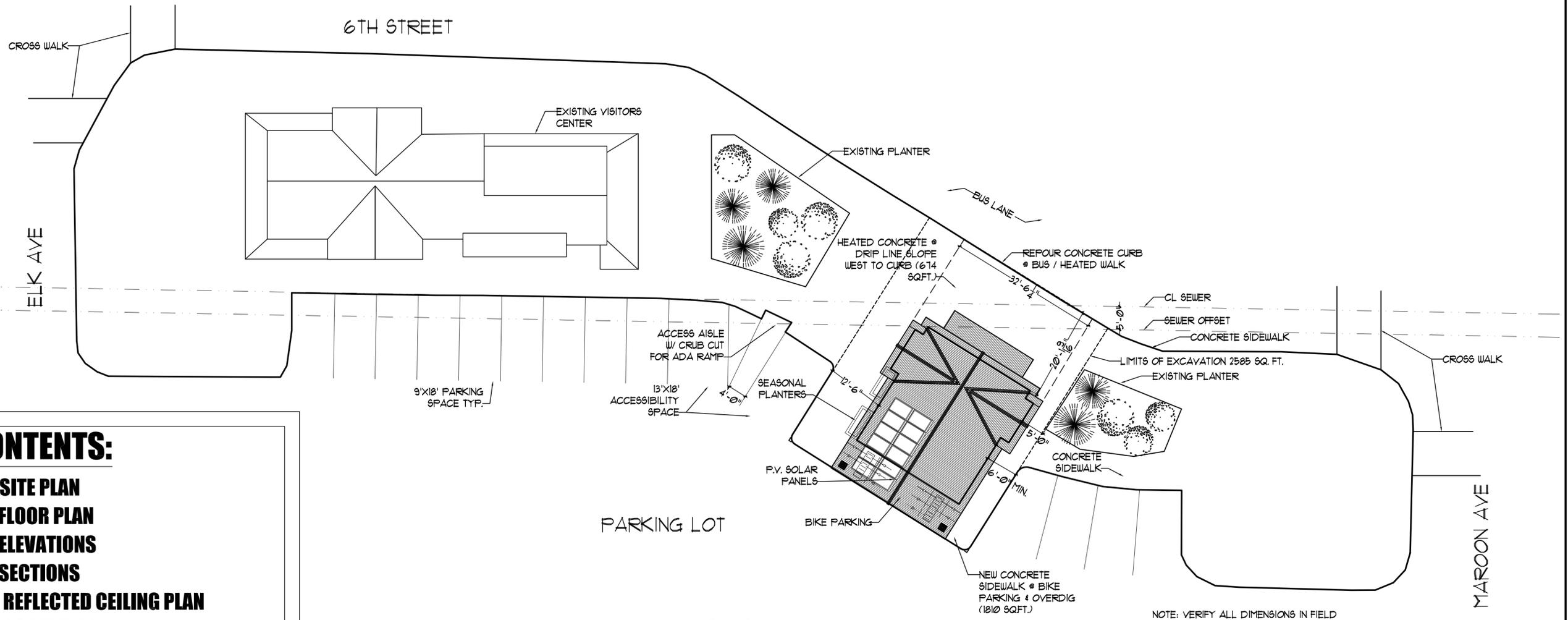
By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

TOWN OF CRESTED BUTTE, COLORADO:

By \_\_\_\_\_  
Dara MacDonald, Town Manager  
Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Town Clerk



**CONTENTS:**

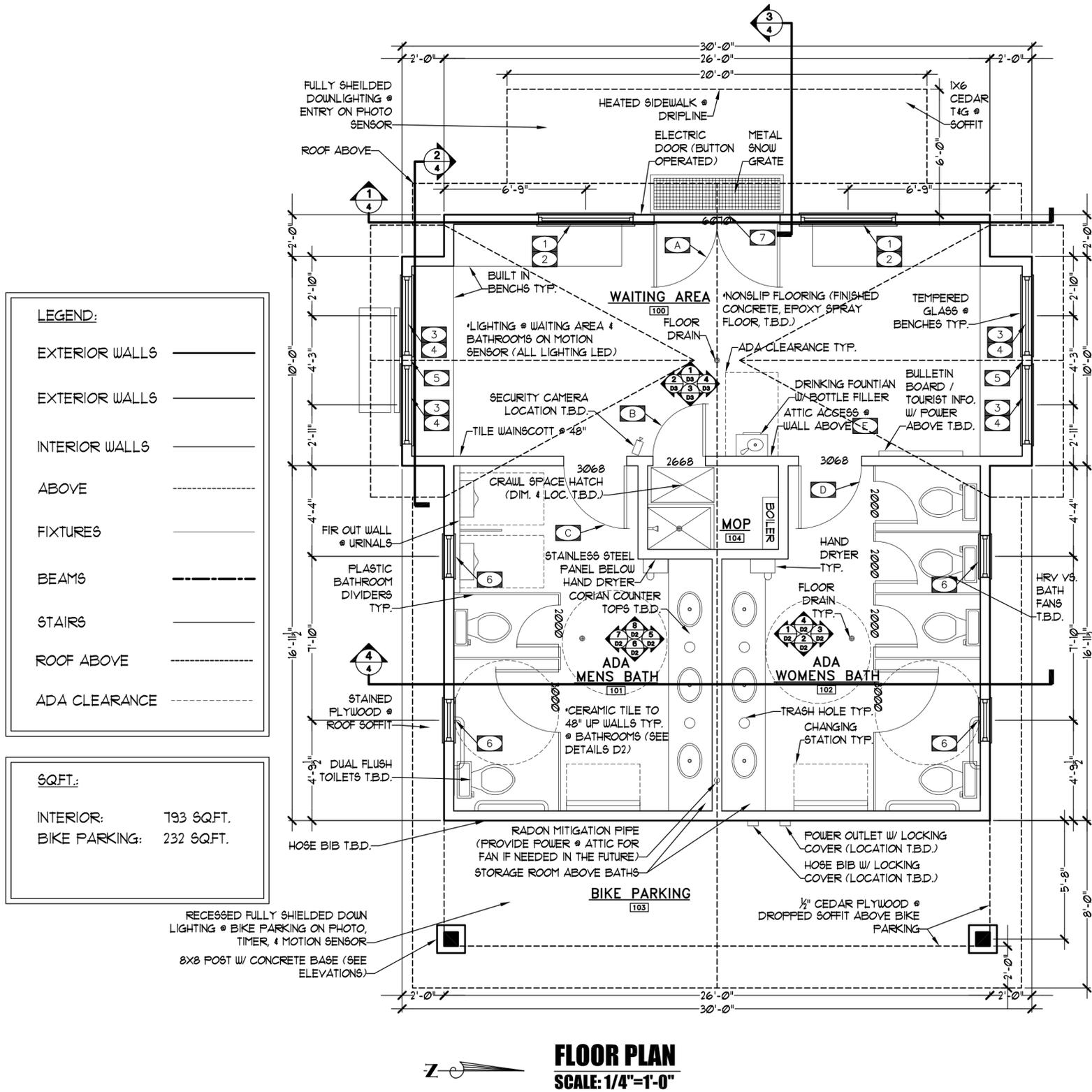
- 1 SITE PLAN
- 2 FLOOR PLAN
- 3 ELEVATIONS
- 4 SECTIONS
- C1 REFLECTED CEILING PLAN
- D1 SCHEDULES
- D2 BATH INT. ELEV. & ADA DETAILS
- D3 WAITING AREA INT. ELEVATIONS
- D4 DETAILS
- S1 FOUNDATION PLAN
- S2 ENTRY FRAMING PLAN
- S3 ATTIC FRAMING PLAN
- S4 ROOF FRAMING PLAN
- S5 STRUCTURAL DETAILS

**SITE PLAN**  
SCALE: 1/16"=1'-0"

4-WAY TRANSPORTATION CENTER

LOT 601 - BLOCK 53

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



**LEGEND:**

EXTERIOR WALLS	———
EXTERIOR WALLS	———
INTERIOR WALLS	———
ABOVE	- - - - -
FIXTURES	———
BEAMS	———
STAIRS	———
ROOF ABOVE	- - - - -
ADA CLEARANCE	- - - - -

**SQ.FT.:**

INTERIOR:	793 SQ.FT.
BIKE PARKING:	232 SQ.FT.

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



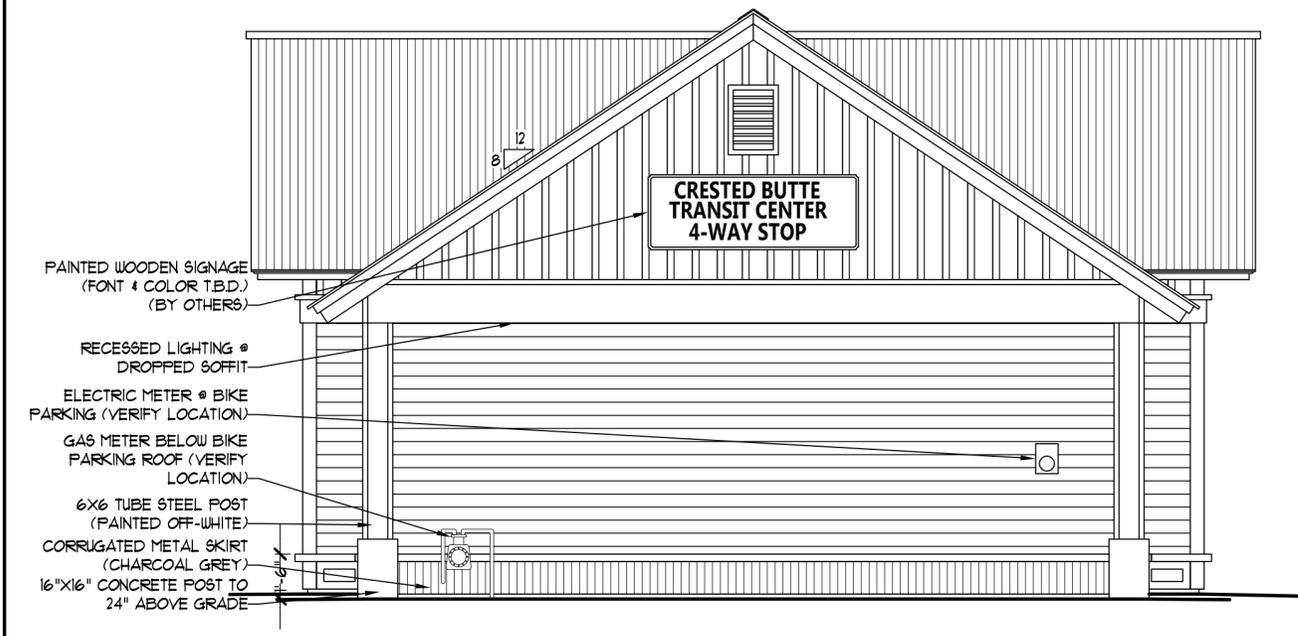
- 2X6 WINDOW TRIM (PAINTED OFF-WHITE)
- 2X4 WINDOW TRIM (PAINTED OFF-WHITE)
- 1X10 BOARD & BATTEN SIDING (PAINTED GREY)
- SNOW FENCE @ AWNING ROOF
- CORRUGATED METAL ROOFING (CHARCOAL GREY FINISH)
- 2X WOOD TRIM (PAINTED OFF-WHITE)
- 1X4 SHADOWBOARD (PAINTED DARK ASH)
- 2X10 FASCIA (PAINTED OFF-WHITE)
- PAINTED WOODEN SIGNAGE (FONT & COLOR T.B.D.) (BY OTHERS)
- 4X4 CURVED STEEL CORBEL (NATURAL FINISH)
- 1X6 WOODEN SHIPLAP SIDING (PAINTED GREY)
- 2X6 CORNER TRIM (PAINTED OFF-WHITE)
- 2X12 CORNER TRIM (PAINTED OFF-WHITE)
- 2X WOOD TRIM (PAINTED OFF-WHITE)
- WOOD DOOR W/ METAL KICK PLATE (DARK ASH)
- WOODEN KICK PLATE (SEE DETAIL 3/65) (PAINTED GREY)

**WEST ELEVATION**  
SCALE: 1/4"=1'-0"



- P.V. SOLAR PANELS (SEE SITE PLAN)
- FULL CUTOFF DOWNLIGHTING @ AWNING
- LOW-E METAL CLAD WINDOWS (U-35 MAX) (DARK ASH)
- SEE DETAIL 3/65 FOR TRIM DETAILS

**SOUTH ELEVATION**  
SCALE: 1/4"=1'-0"

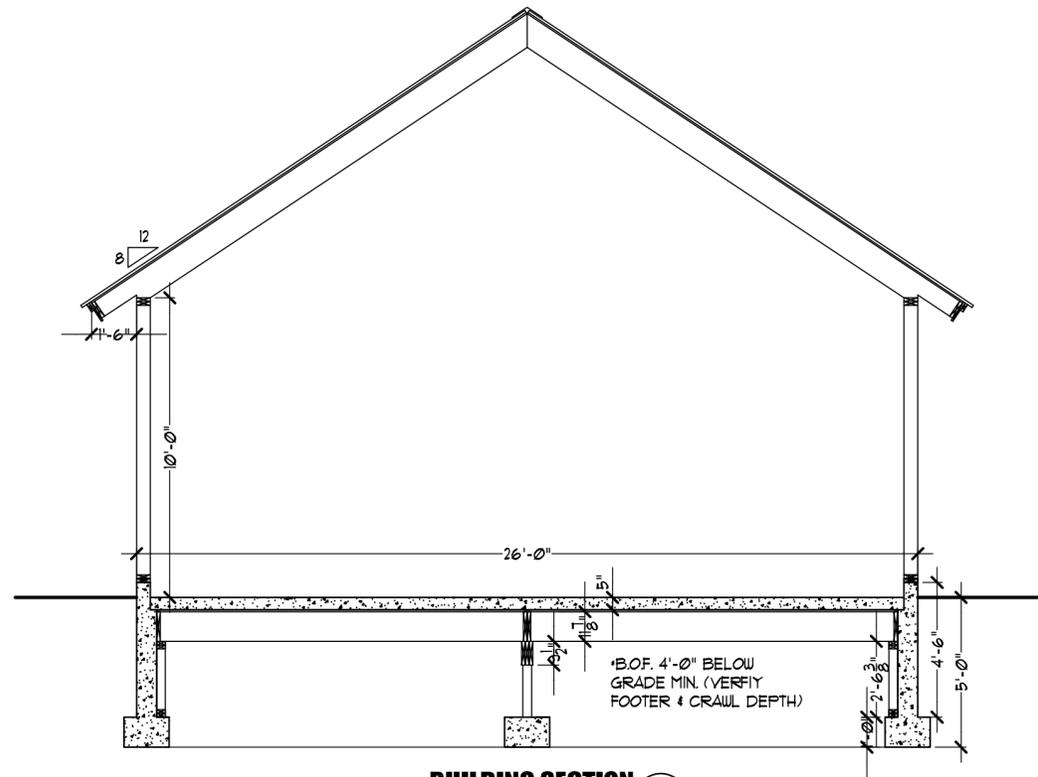


- PAINTED WOODEN SIGNAGE (FONT & COLOR T.B.D.) (BY OTHERS)
- RECESSED LIGHTING @ DROPPED SOFFIT
- ELECTRIC METER @ BIKE PARKING (VERIFY LOCATION)
- GAS METER BELOW BIKE PARKING ROOF (VERIFY LOCATION)
- 6X6 TUBE STEEL POST (PAINTED OFF-WHITE)
- CORRUGATED METAL SKIRT (CHARCOAL GREY)
- 16"X16" CONCRETE POST TO 24" ABOVE GRADE

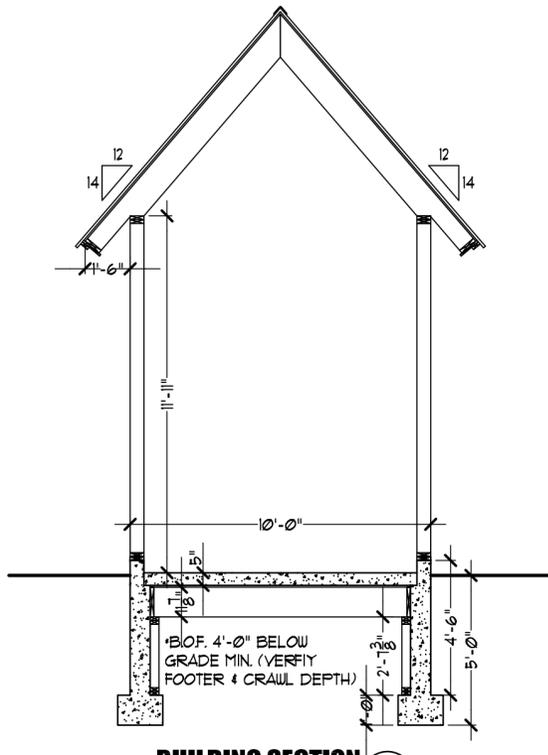
**EAST ELEVATION**  
SCALE: 1/4"=1'-0"



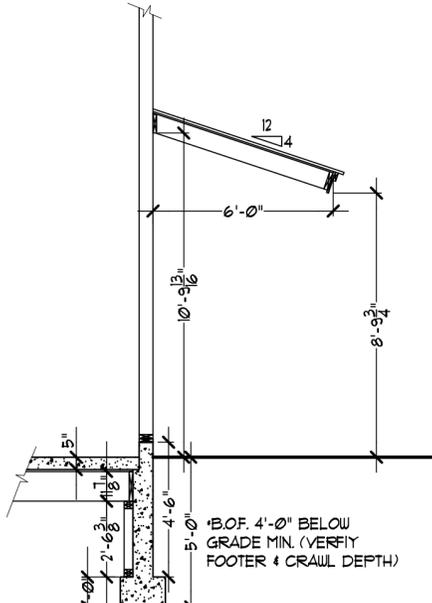
**NORTH ELEVATION**  
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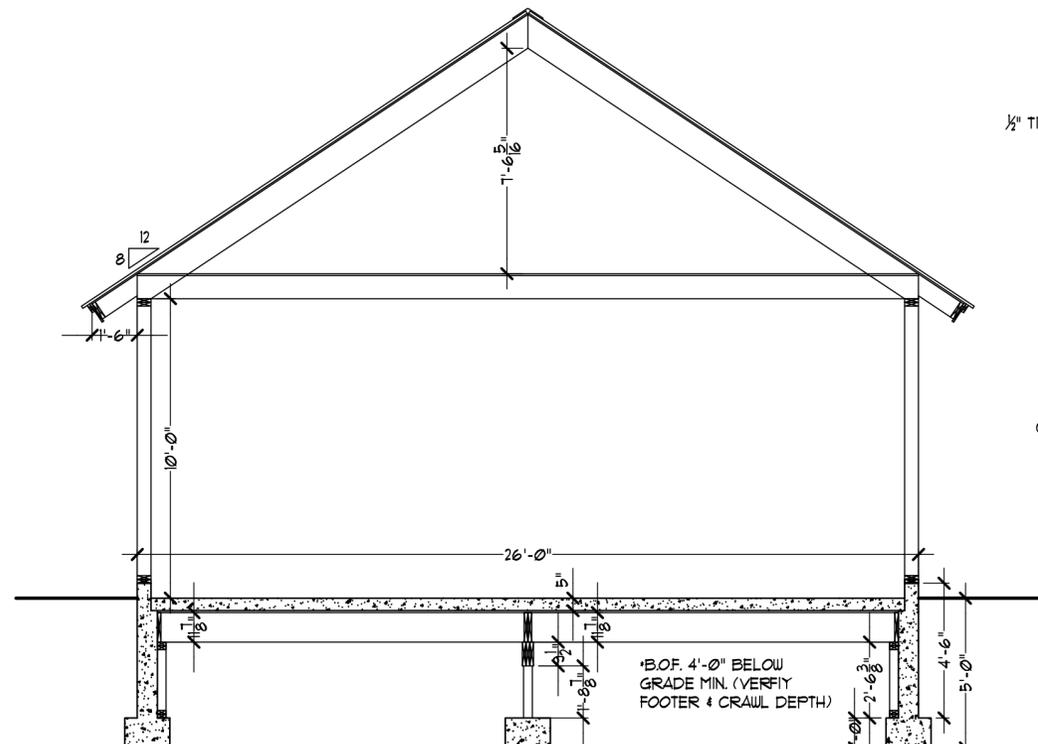
**BUILDING SECTION 1**  
SCALE: 1/4"=1'-0"



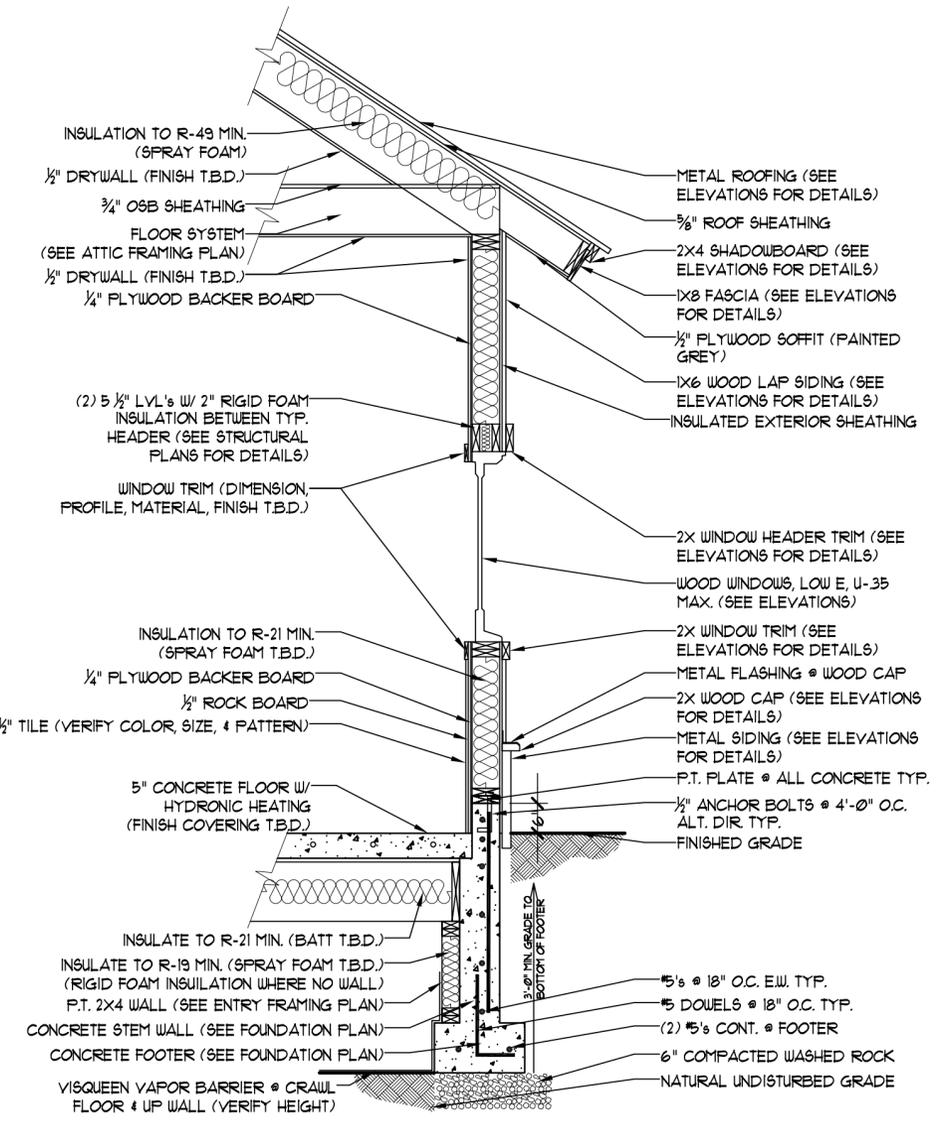
**BUILDING SECTION 2**  
SCALE: 1/4"=1'-0"



**BUILDING SECTION 3**  
SCALE: 1/4"=1'-0"



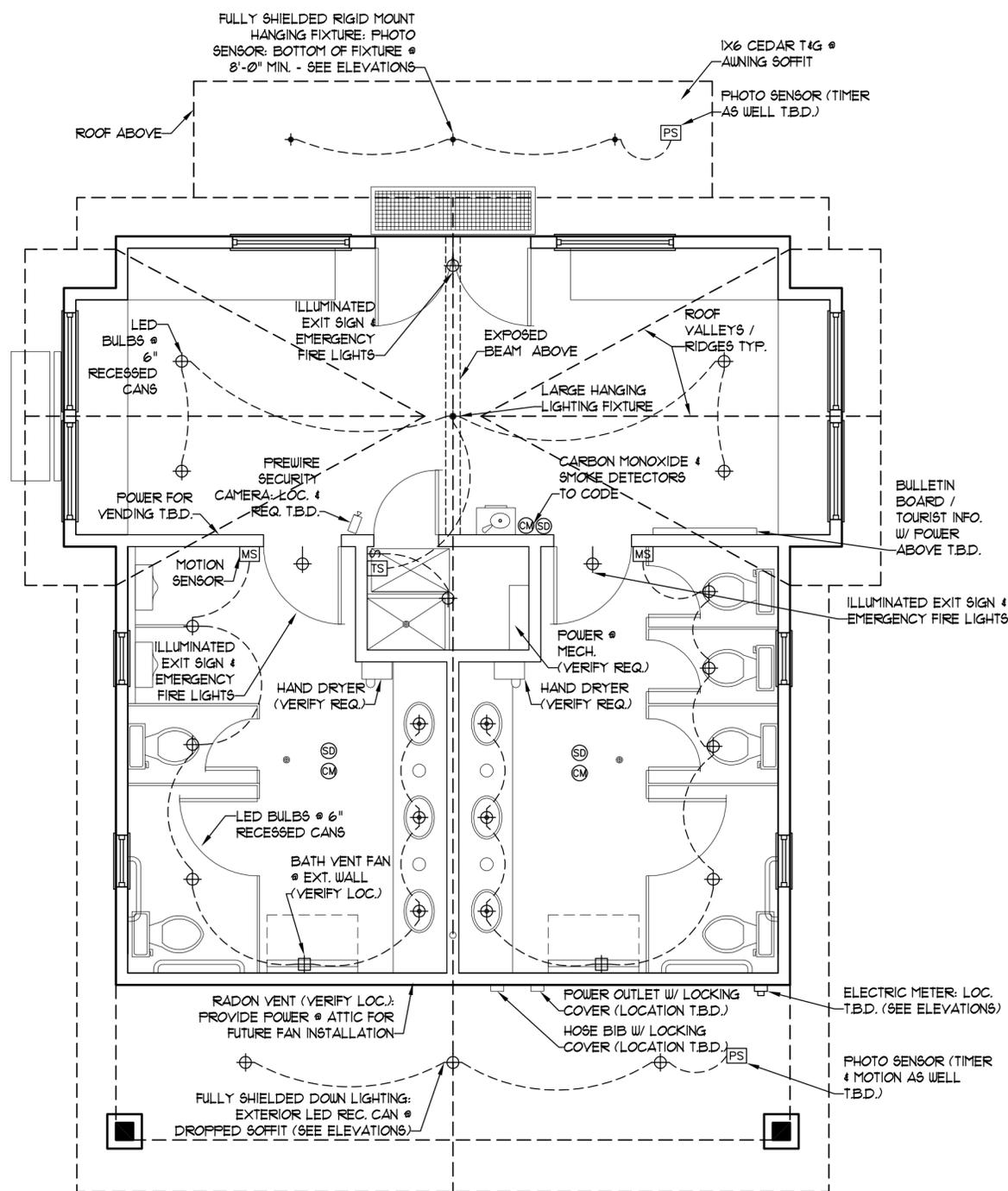
**BUILDING SECTION 4**  
SCALE: 1/4"=1'-0"



**TYPICAL WALL SECTION 5**  
SCALE: 1/2"=1'-0"

SYMBOLS	
MARK	DESCRIPTION
⊖	HOSE BIB
⊙	SMOKE DETECTOR
⊕	CARBON MONOXIDE DETECTOR
⊖	ELECTRICAL OUTLET
sv ⊖	SWITCHED OUTLETS
+	HANGING LIGHTING
⊕	RECESSED CAN
⊕	CEILING MOUNT FIXTURE
⊕	RECESSED EYEBALL
⊕	WALL SCONCE
⊕	FAN LIGHT
⊕	FAN (NO LIGHT)
\$	LIGHT SWITCH
\$ <sub>2</sub>	TWO-WAY LIGHT SWITCH
\$ <sub>4</sub>	THREE-WAY LIGHT SWITCH
⊖	LIGHT SWITCH DIMMER
PS	PHOTO SENSOR LIGHT SWITCH
MS	MOTION SENSOR LIGHT SWITCH
TS	TIMER LIGHT SWITCH

NOTES:  
 -ALL OUTLETS TO CODE. ANY SHOWN LOCATIONS ARE IN ADDITION.  
 -SMOKE & CARBON MONOXIDE DETECTORS TO CODE.  
 -CENTER ALL FIXTURES ON WALLS, WINDOWS OR DOORWAYS TYP.  
 -LED BULBS & FIXTURES TYP.  
 -(6) KEYLESS FIXTURES (EVENLY SPACED) & SINGLE POLE SWITCH @ CRAWL SPACE  
 -(4) KEYLESS FIXTURES (EVENLY SPACED) & SINGLE POLE SWITCH @ ATTIC  
 -ROUGH IN CONDUIT FOR FUTURE PHOTOVOLTAIC SOLAR SYSTEM @ SOUTH ROOF (SEE ELEVATIONS)



**REFLECTED CEILING PLAN**  
 SCALE: 1/4"=1'-0"

**WINDOW / DOOR SCHEDULE** 1  
SCALE: N.T.S. 01

Four Way Stop: Window/Door Schedule						DATE: 03-07-2017
Windows						
Number	Unit	Model	Type	Location	Notes	Quantity
HOUSE						
1	4'-6"x5'-6"		FIXED CASEMENT	100	2WX2H LITE, TEMPERED	MATCH HEADER: DOOR A (1'-6")
2	(2) 2'-3"x1'-6"		FIXED CASEMENT	100	2WX2H LITE, MULLED TOGETHER	7'-2" (2" ABOVE WIN. 1)
3	3'-9"x5'-6"		FIXED CASEMENT	100	2WX2H LITE; TEMPERED	MATCH HEADER: DOOR A (1'-6")
4	3'-9"x2'-0"		OPERABLE AWNING	100	2WX2H LITE	7'-2" (2" ABOVE WIN. 3)
5	2'-0"x3'-0"		FIXED CASEMENT	100	2WX2H LITE	11'-4 1/2"
6	2'-0"x2'-0"		OPERABLE AWNING	101, 102	2WX2H LITE; FROSTED GLASS	6'-0"
7	(2) 3'-0"x1'-6"		FIXED CASEMENT	100	2WX2H LITE	7'-2" (2" ABOVE DOOR A)
Doors						
Letter	Unit	Model	Type	Location	Notes	Quantity
A	(2) 3'-0"x7'-0"		WOOD EXTERIOR	100	3/4 LIGHT; R.H.I.S. / L.H.I.S.; (SEE ELEVATION)	1
B	2'-6"x6'-8"		1 HOUR FIRE DOOR	100	L.H.O.S.; PUSH PULL HARDWARE T.B.D. (KEYED LOCK) PAINTED NO PANELS	1
C	3'-0"x6'-8"		METAL FRAM W/ FIBERGLASS CORE	101	L.H.I.S.; PUSH PULL HARDWARE T.B.D. (KEYED LOCK) SELF-CLOSING; 2 PANEL FAUX STAIN	1
D	3'-0"x6'-8"		METAL FRAM W/ FIBERGLASS CORE	102	R.H.I.S.; PUSH PULL HARDWARE T.B.D. (KEYED LOCK) SELF-CLOSING; 2 PANEL FAUX STAIN	1
E	3'-0"x4'-0"		ACCESS HATCH	100	R.H.O.S. PAINT DOOR & TRIM TO MATCH DRYALL	1
*NOTE: ALL SILL HEIGHTS MEASURED FROM FINISHED CONCRETE						
*NOTE: ALL WINDOWS TO BE LOW-E (U=.35 MAX.), DOUBLE PANE, METAL CLAD WOOD WINDOWS, 6 3/4" EXTENSION JAMB (VERIFY), DARK ASH FINISH						

**FINISH SCHEDULE** 2  
SCALE: N.T.S. 01

FINISH SCHEDULE																
#	ROOM NAME	FLOOR			CASING	WALLS			CEILING	PAINT		NOTES				
		AGGRIGATE CONCRETE W/ SEALER COAT	EXTERIOR CONCRETE	PLYWOOD SUBFLOOR (FINISH LEVEL T.B.D.)	WASHED GRAVEL	1X PINE W/ NATURAL FINISH	CERAMIC TILE TO 48" (1/4" PLYWOOD BACKER)	F.R.P.	1/2" DRYWALL: KNOCK-DOWN FINISH (1/4" PLYWOOD BACKER BEHIND)	SEE ELEVATIONS	UNFINISHED		DRYWALL: KNOCK-DOWN FINISH	EXPOSED GLU-LAM BEAMS	PLYWOOD CEDAR SOFFIT	UNFINISHED
ENTRY LEVEL																
100	WAITING AREA	●				●		●		●						
101	MENS BATH	●				●		●		●						
102	WOMENS BATH	●				●		●		●						
103	BIKE PARKING	●	●								●					
104	MOP CLOSET	●				●		●		●						
	STORAGE ATTIC		●								●					
	CRAWL SPACE		●								●					

D1

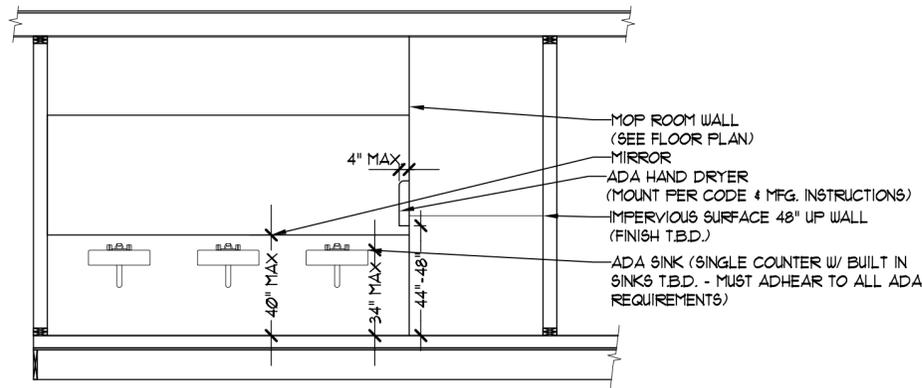
Drawing: SCHEDULES  
Date: 03-10-2017  
Scale: N.T.S.  
Drawn By: Kyle Ryan

**4-WAY TRANSPORTATION CENTER**

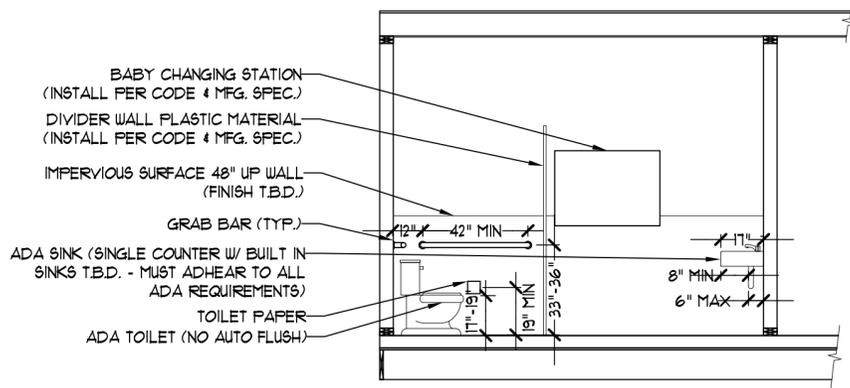
LOT 601 - BLOCK 53

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

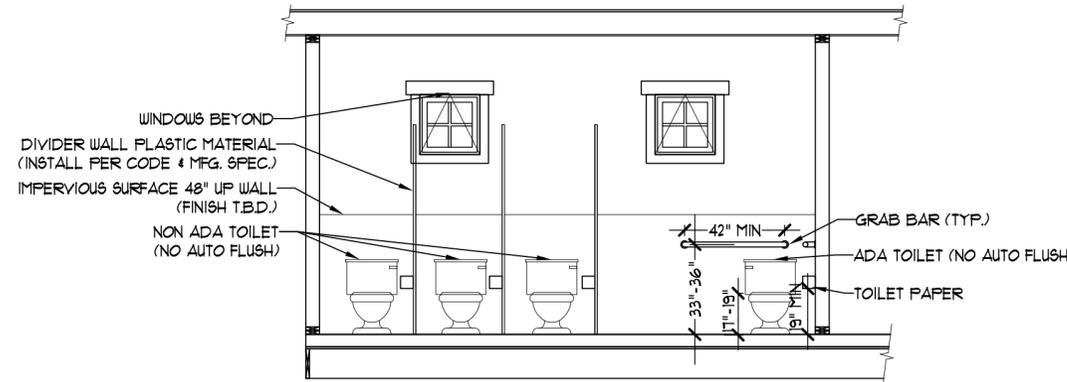




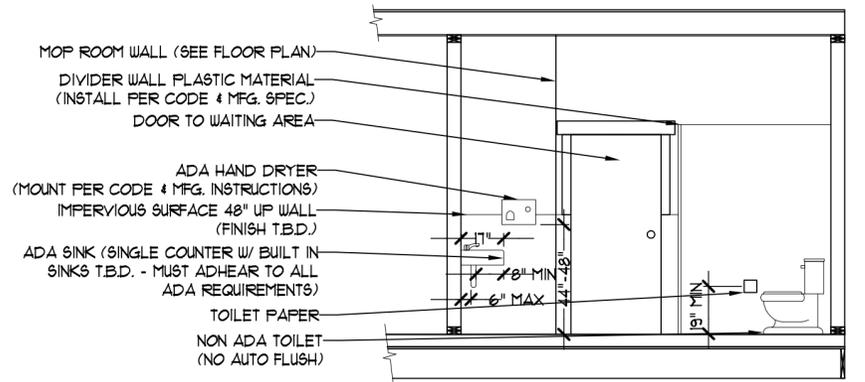
**WOMENS BATH INT. ELEV & ADA DETAILS 1**  
SCALE: 1/4"=1'-0"



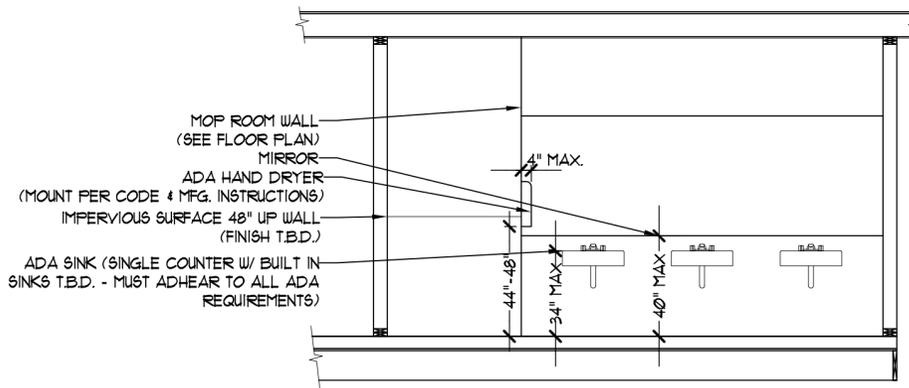
**WOMENS BATH INT. ELEV & ADA DETAILS 2**  
SCALE: 1/4"=1'-0"



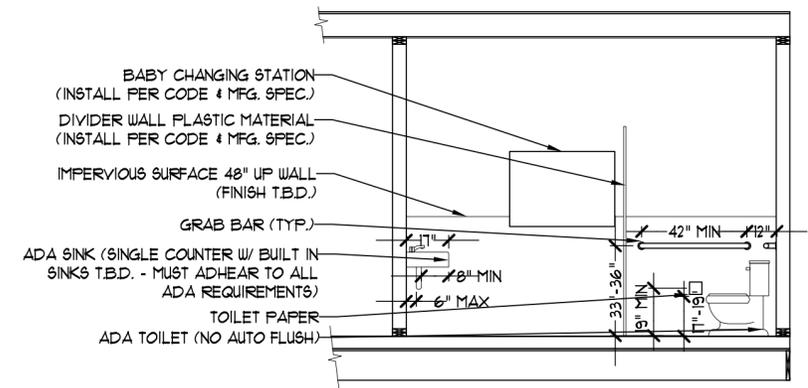
**WOMENS BATH INT. ELEV & ADA DETAILS 3**  
SCALE: 1/4"=1'-0"



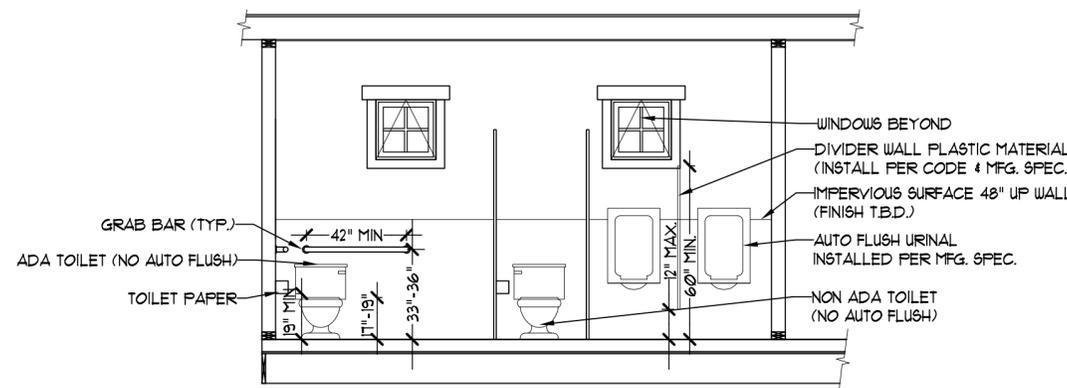
**WOMENS BATH INT. ELEV & ADA DETAILS 4**  
SCALE: 1/4"=1'-0"



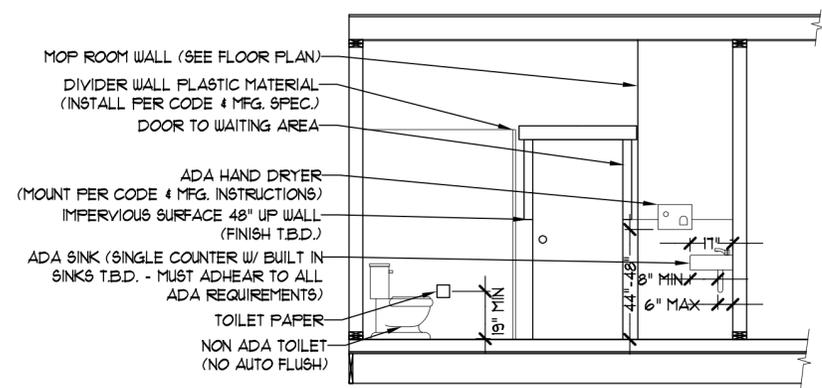
**MENS BATH INT. ELEV & ADA DETAILS 5**  
SCALE: 1/4"=1'-0"



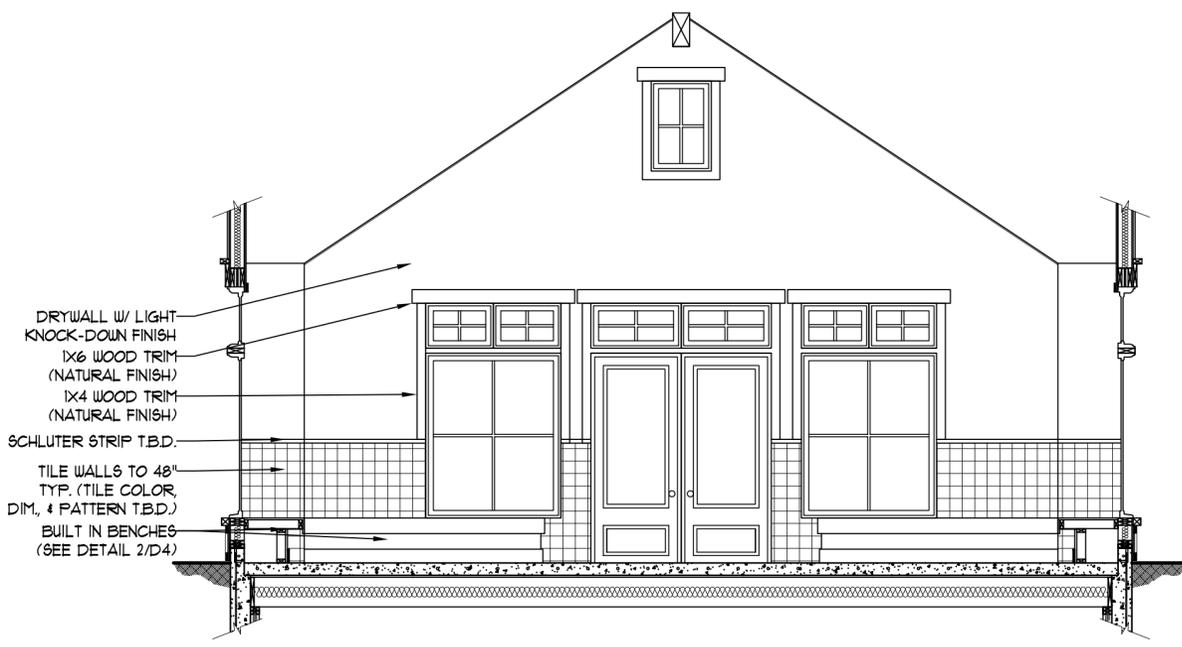
**MENS BATH INT. ELEV & ADA DETAILS 6**  
SCALE: 1/4"=1'-0"



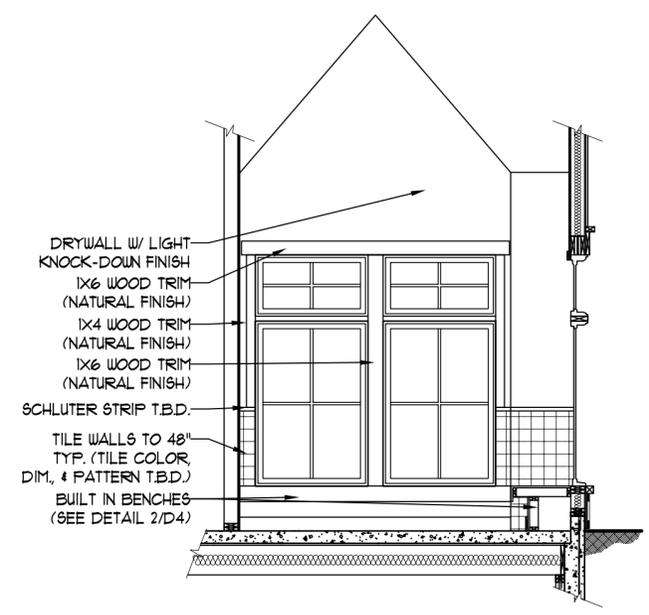
**MENS BATH INT. ELEV & ADA DETAILS 7**  
SCALE: 1/4"=1'-0"



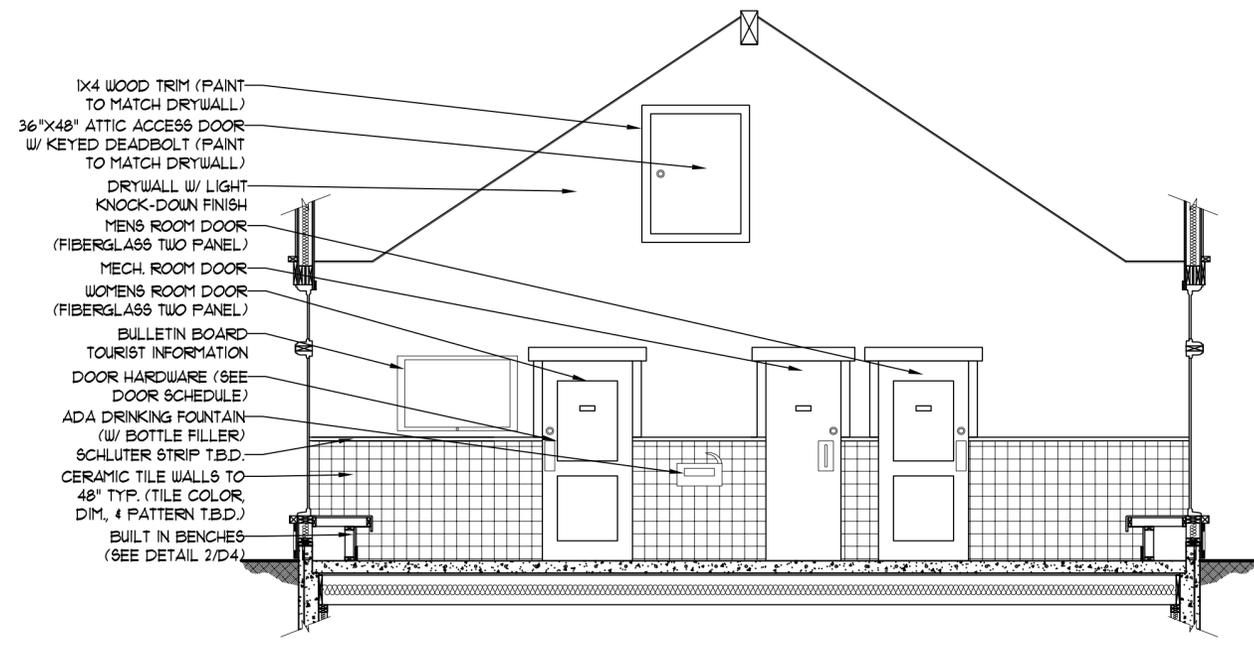
**MENS BATH INT. ELEV & ADA DETAILS 8**  
SCALE: 1/4"=1'-0"



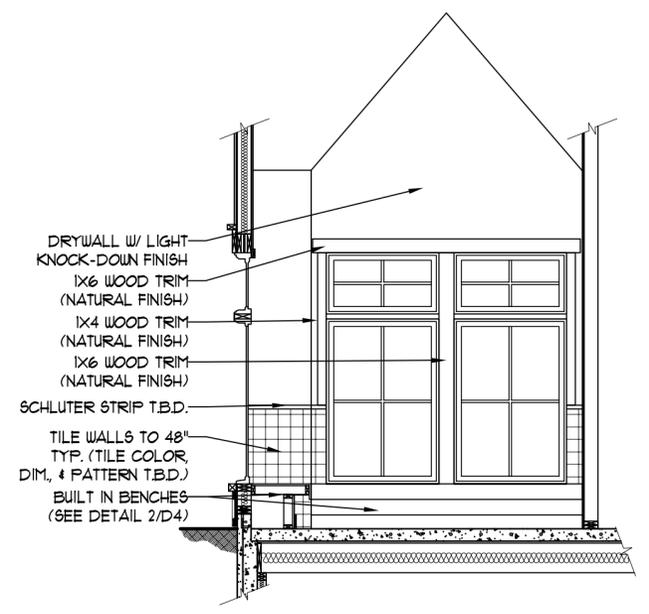
WAITING ROOM INTERIOR ELEVATION 1  
SCALE: 1/4"=1'-0" D3



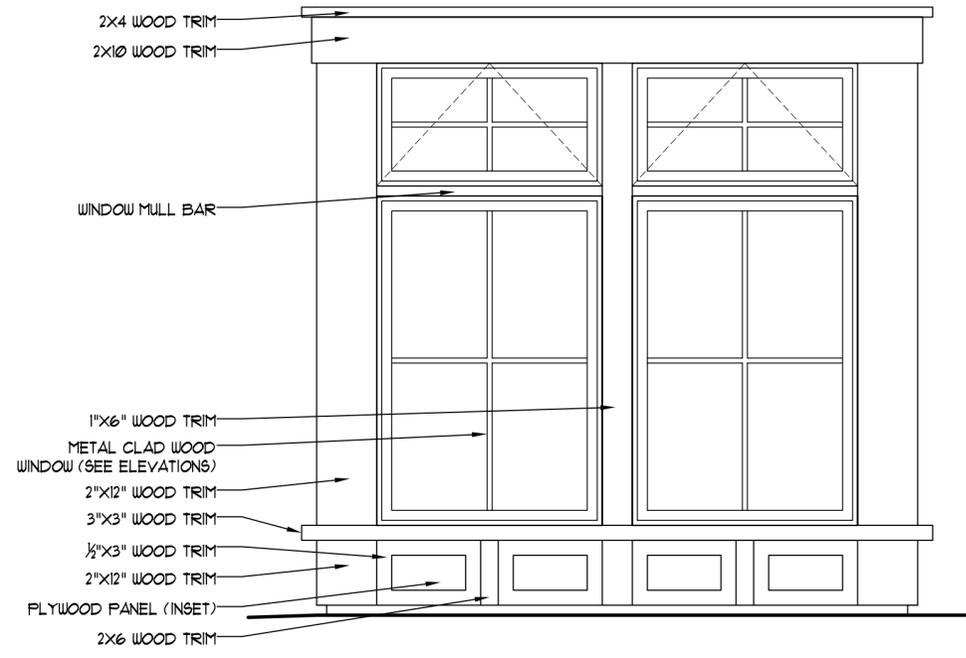
WAITING ROOM INTERIOR ELEVATION 2  
SCALE: 1/4"=1'-0" D3



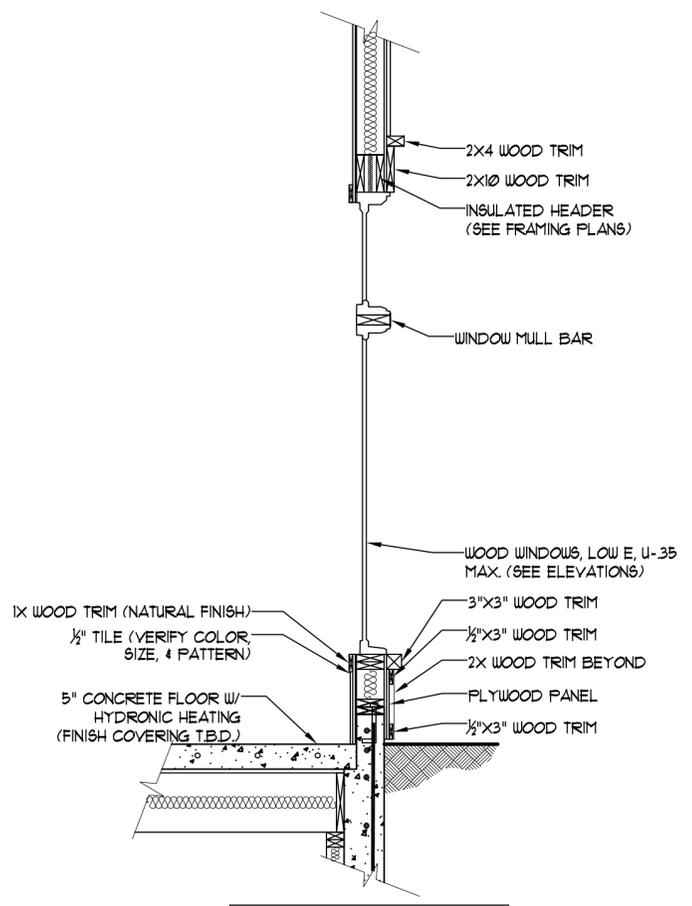
WAITING ROOM INTERIOR ELEVATION 3  
SCALE: 1/4"=1'-0" D3



WAITING ROOM INTERIOR ELEVATION 4  
SCALE: 1/4"=1'-0" D3

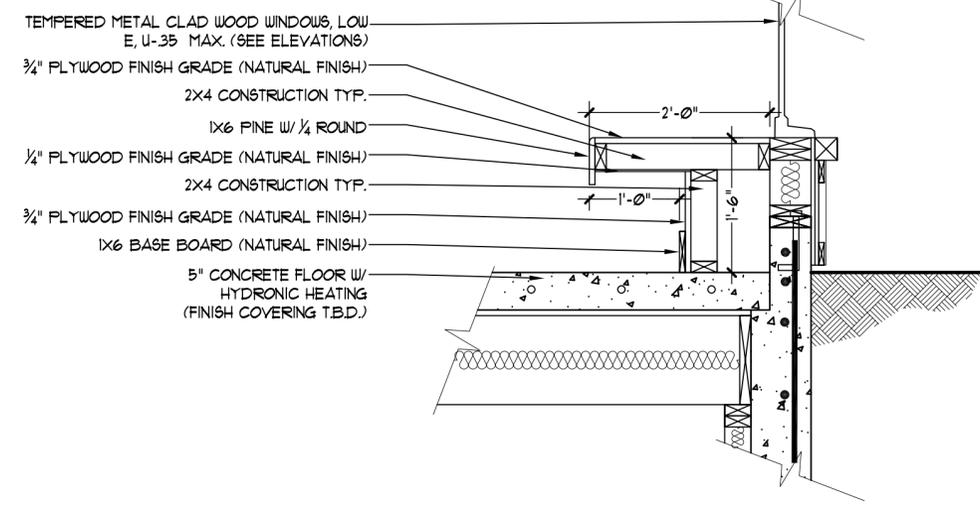


FRONT VIEW

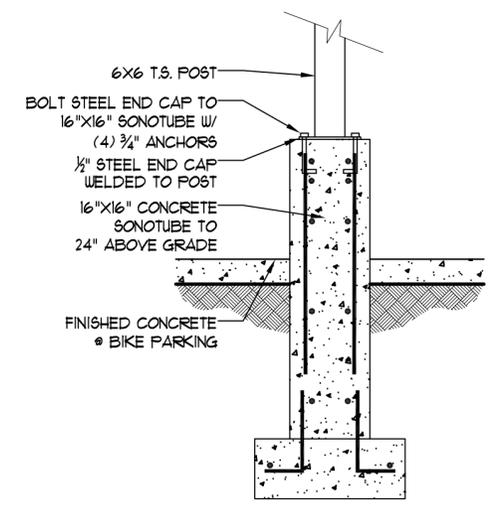


SECTION VIEW

**EXTERIOR KICK PLATE DETAILS** 1  
SCALE: 1/2"=1'-0" D4



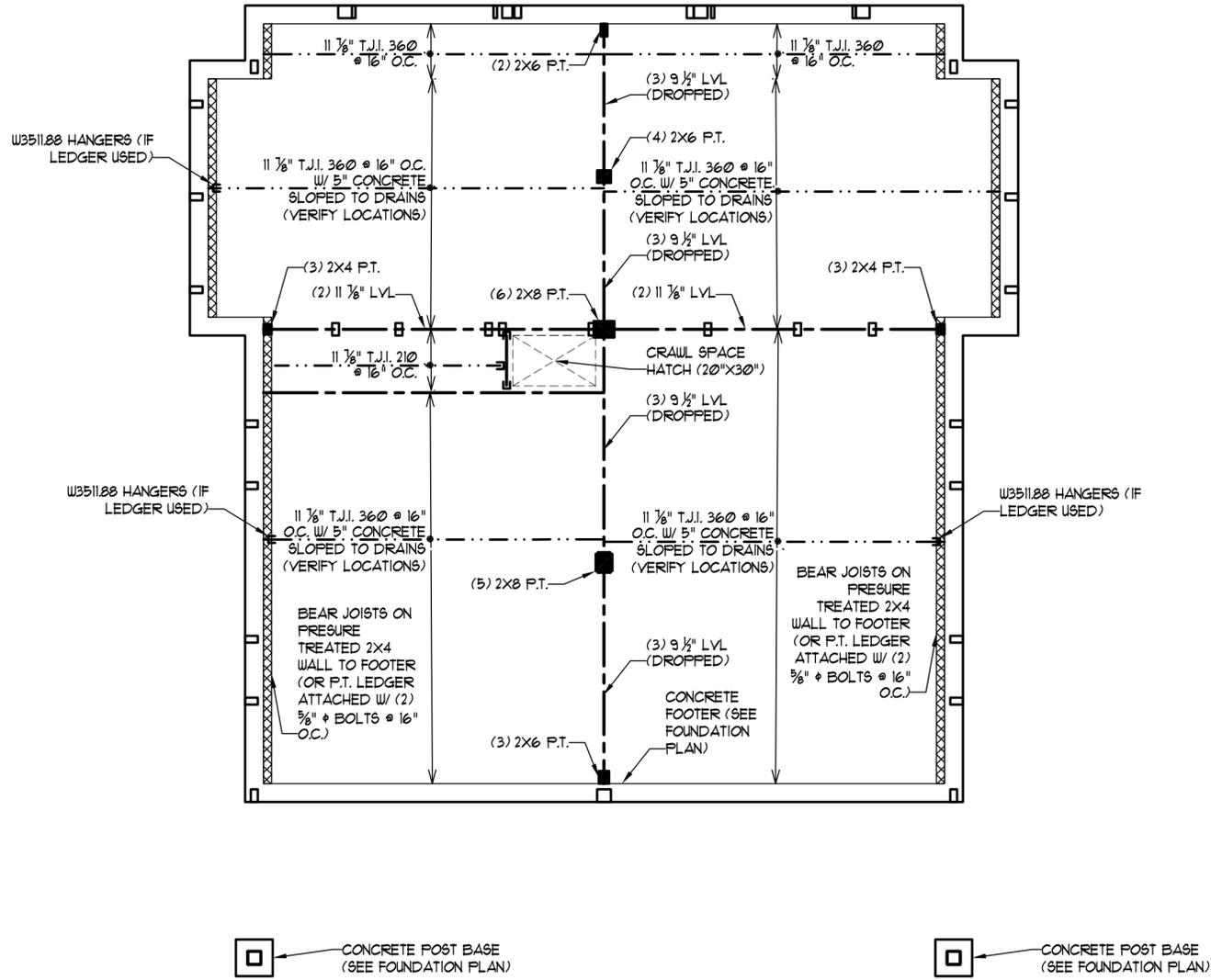
**BUILT IN BENCH DETAIL** 2  
SCALE: 3/4"=1'-0" D4



**BIKE PARKING POST BASE DETAIL** 3  
SCALE: 1/2"=1'-0" D4



LEGEND	
	COLUMN ABOVE
	COLUMN BELOW
	BEAM
	JOIST
	FOOTER
	LOAD BEARING WALL
	CONNECTOR
	PRESSURE TREATED WALL
	OVERFRAME

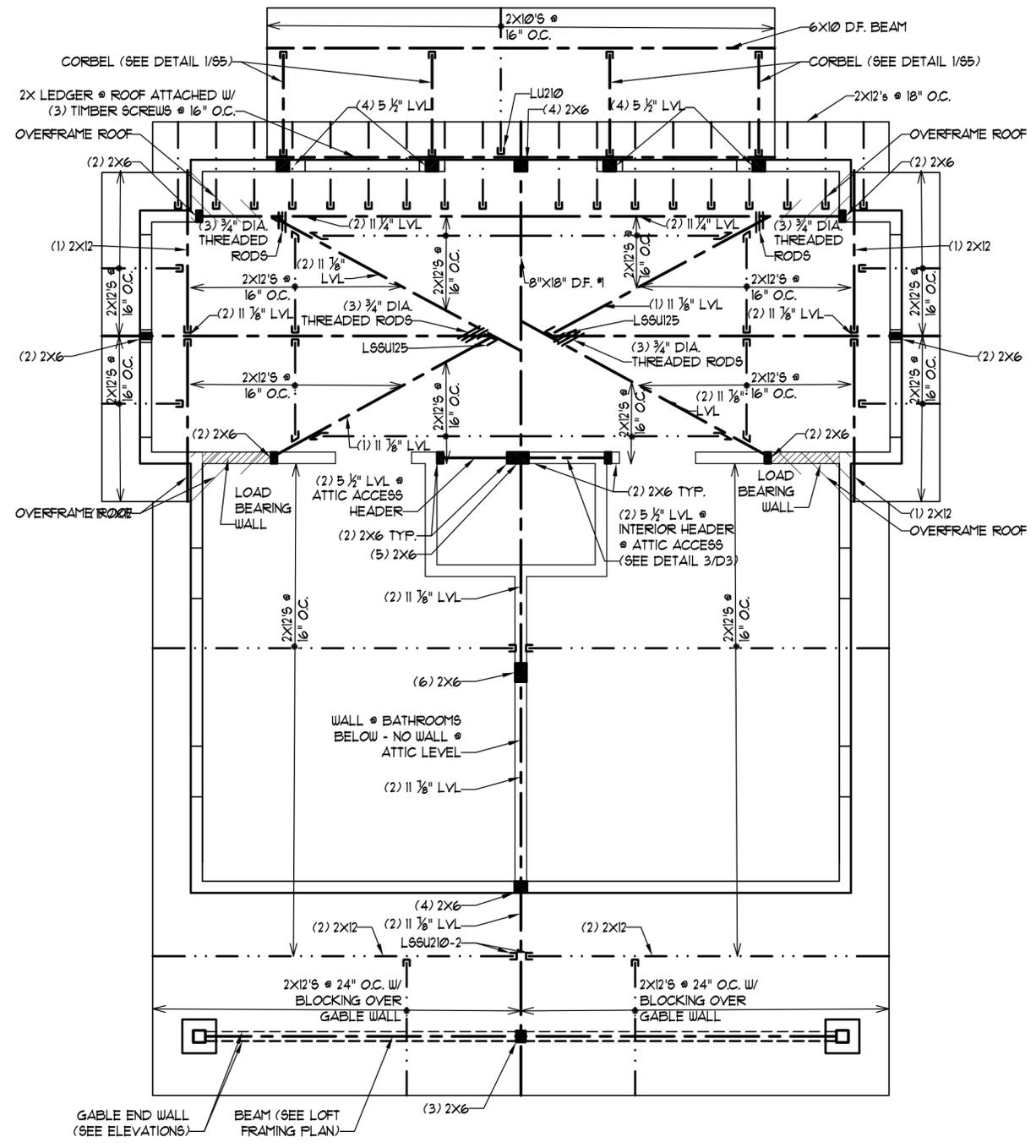


**ENTRY FRAMING PLAN**  
 SCALE: 1/4" = 1'-0"



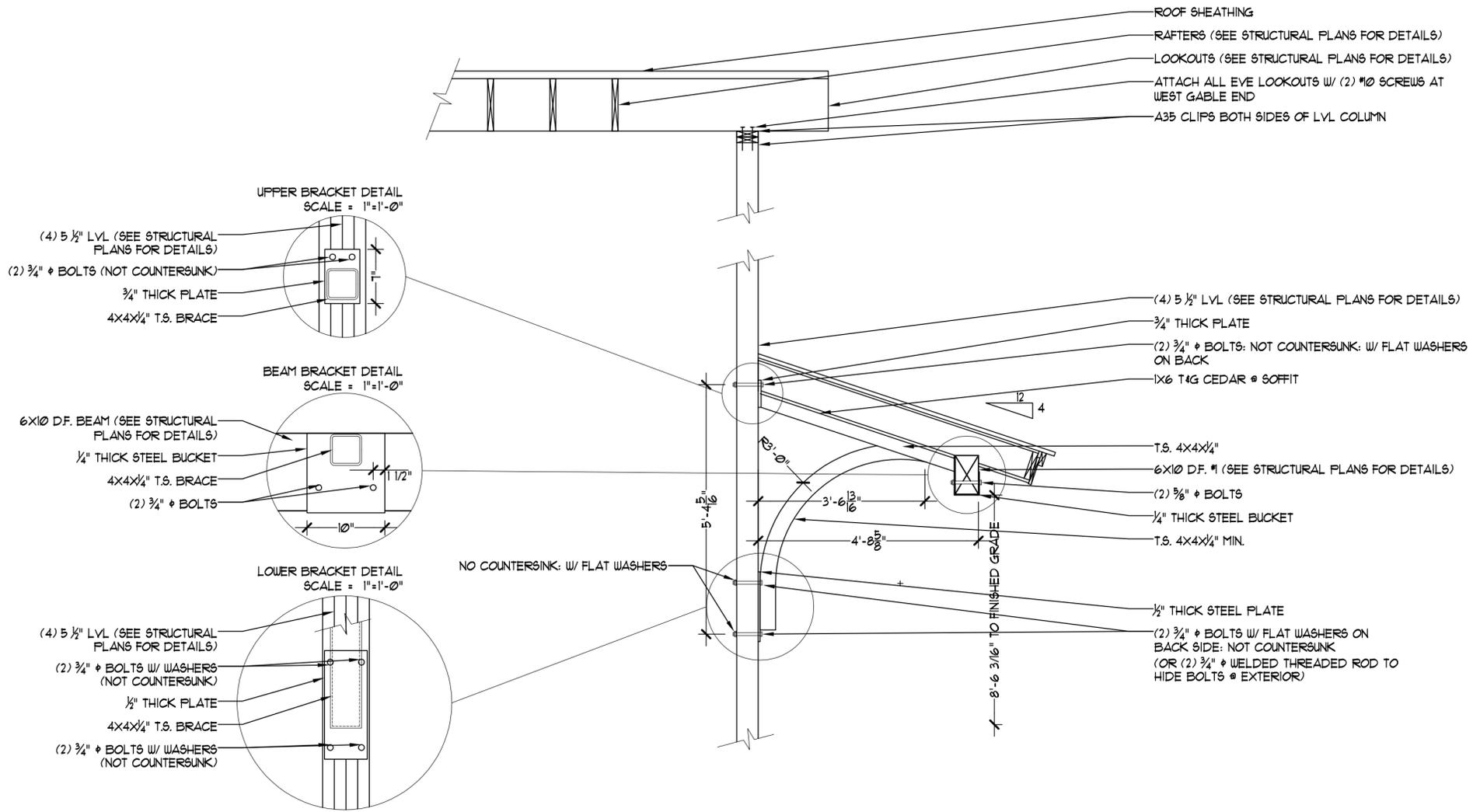
**LEGEND**

- COLUMN ABOVE
- COLUMN BELOW
- BEAM
- JOIST
- FOOTER
- LOAD BEARING WALL
- CONNECTOR
- PRESSURE TREATED WALL
- OVERFRAME

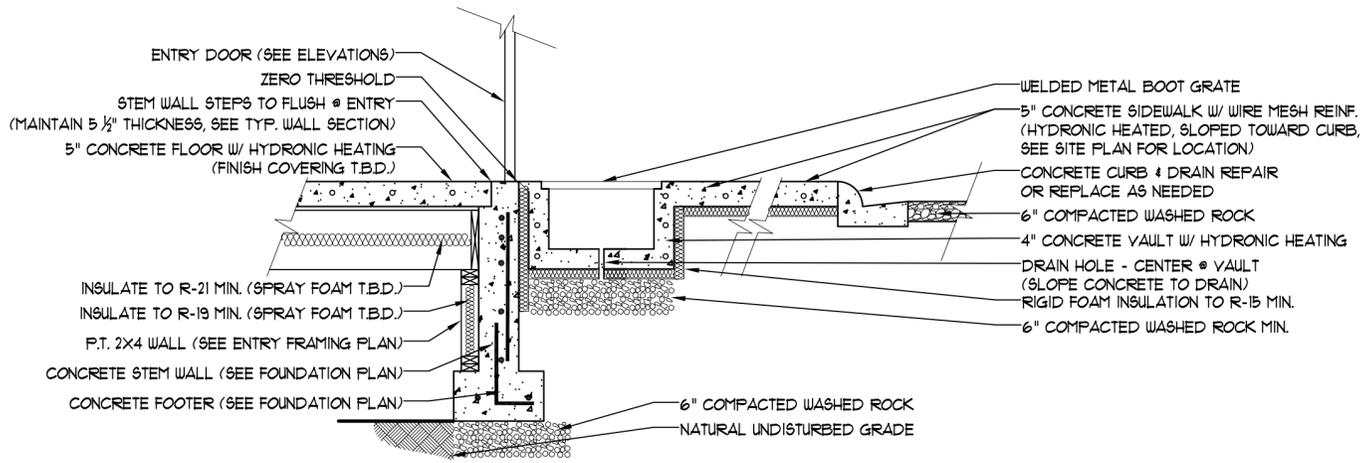


**ROOF FRAMING PLAN**  
 SCALE: 1/4" = 1'-0"





**CORBEL & ROOF DETAILS 1**  
 SCALE: 1/2"=1'-0" S5



**HEATED SIDEWALK DETAIL 2**  
 SCALE: 1/2"=1'-0" S5



## Staff Report

May 15, 2017

**To:** Mayor and Town Council  
**Thru:** Dara MacDonald, Town Manager  
**From:** Rodney E. Due, Director of Public Works

**Subject: RESOLUTION NO. 25, SERIES 2017 RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE AWARD OF A CONTRACT FOR THE 2017 FULL DEPTH RECLAMATION PROJECT AND AUTHORIZING THE TOWN MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF CRESTED BUTTE AND OLD CASTLE SW GROUP, INC. dba UNITED COMPANIES.**

**Attachment:** 1. Contract documents  
2. Resolution NO. 25, series 2017

**Date:** May 8, 2017

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**Summary:** : In the April 21<sup>st</sup> and 28<sup>th</sup> edition of the Crested Butte News, the Public Works Department published an Invitation for Bid for the 2017 Full Depth Reclamation Project. The Invitation to Bid was also posted on the Town of Crested Butte web site. Proposals were received by the Public Works Department until 02:00pm on Friday, May 5<sup>th</sup>, when they were opened and publically read aloud. There was only one (1) bid received. The bid was reviewed by the Public Works Department, and Town Manager. The engineering estimate for this project was \$455,000. Staff recommends awarding the contract in an amount not to exceed \$461,550 and authorizing the Public Works Director to utilize up to \$484,625 for the project (includes a 5% contingency). The Town received proposals from;

1. United Companies \$461,550.00

**BACKGROUND:** During the 2016 Budget cycle the Town Council put full depth reclamation of various streets throughout town as one of its priorities. The project came in \$6,550 over projected budget. However, since the 2016 budget approval, and the big snow year, it was determined that some of the cross pans needed to be replaced. The amount to replace the cross pans is \$5,250.00. The amount of FDR increased from 14,465SY to 15,300SY. A difference of 835SY @ \$5,845 for FDR and \$17,674 in asphalt, which added an additional \$23,519 to the cost of the project. I will take the \$5,250 needed for the cross pans out of my storm water budget. Public Works is looking

for the approval of the additional \$6,550 dollars over the engineering estimate plus the 5% contingency.

**Recommendation:** To approve Resolution No. 25, Series 2017 approving the award of a contract for the Full Depth Reclamation Project and authorizing the Town Manager to enter into a construction contract between the Town of Crested Butte and Old Castle SW Group, Inc. dba United Companies.

**Recommended Motion:** Motion to approve Resolution No. 25, Series 2017 and authorizing the Public Works Director to utilize up to \$484,625.00 for the project.

**RESOLUTION NO. 25**

**SERIES NO. 2017**

**A RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE AWARD OF A CONTRACT FOR THE 2017 FULL DEPTH RECLAMATION PROJECT AND AUTHORIZING THE TOWN MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF CRESTED BUTTE AND OLD CASTLE SW GROUP. INC. dba UNITED COMPANIES.**

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

WHEREAS, the Town Council desires to award a contract for the construction of the 2017 Full Depth Reclamation project; and Old Castle SW Group, Inc. dba United Companies ("**United Companies**"), responded to the Town's Invitation to Bid for Construction services; and

WHEREAS, the Town Council desires to award the contract to United Companies, accordingly, subject to the terms and conditions of the contract in an amount not to exceed \$461,550.00 to be executed by the parties.

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

1. The Town Council incorporates the foregoing recitals as its conclusions, facts, determinations, and findings.

2. The Town Council hereby awards the contract for construction services for the construction of the 2017 Full Depth Reclamation Project to United Companies in an amount not to exceed \$461,550.00 and authorizes the Town Manager to execute a contract further detailing the terms and conditions of such award.

RESOLVED, APPROVED and ADOPTED this 15<sup>th</sup> day of May, 2017.

TOWN OF CRESTED BUTTE

By: \_\_\_\_\_  
Glenn Michel, Town Mayor

ATTEST

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

(SEAL)

## CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made this 15th day of May, 2017 by and between Old Castle SW Group, Inc. dba United Companies (hereinafter referred to as "Contractor"), and the Town of Crested Butte, Colorado, a Colorado municipal corporation (hereinafter the "Town").

WITNESSETH:

WHEREAS, the Town desires that Contractor perform the duties of general contractor for the construction of certain improvements, namely the 2017 Full Depth Reclamation Project (hereinafter the "Project"); and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the Project in writing.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Statement of Work. Contractor agrees to manage and supervise the construction of the project located in the Town of Crested Butte, Gunnison County, Colorado, as directed by the Town and pursuant to the Town of Crested Butte Design Standards and according to the plans and specifications approved by the Town. Contractor shall (a) furnish all tools, equipment, supplies, superintendence, transportation and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and skillful manner and in accordance with the provisions of this Agreement; and (d) execute, construct and complete all work included in and covered by this Agreement.

2. Time of Commencement and Completion. Construction under this Agreement can begin on or after June 5, 2017 and to be completed by June 23, 2017, or on or after July 10th, 2017 and to be completed by July 28th, 2017 ("Completion Date"). The Completion Date may, at the Town's sole discretion, be extended if approved by the Town in writing, but in no event may the Completion Date extend beyond July 28th, 2017. If, due to misconduct or neglect, Contractor fails to complete the Project on or before the Completion Date, the Town may deduct **liquidated damages in the amount of \$1000 the first day and \$500.00** for each additional day the Contractor works beyond this date. It is understood by Contractor and the Town that actual damages caused by Contractor's failure to complete this Agreement on time are impracticable or extremely difficult to fix, and that the per diem deduction from the contract price will be retained by the Town as payment by Contractor of liquidated damages, and not as a penalty.

3. Compensation. Town shall pay and Contractor shall receive the contract price of \$ 461,500.00 as stipulated in the Notice of Award, attached to this contract as Exhibit A and incorporated herein by this reference, as FULL compensation for everything furnished and done by Contractor under this Agreement, including all loss or damage arising out of the work or from the action of the elements; for any unforeseen obstruction or difficulty encountered in the prosecution of the work, including increased prices for or shortages of materials for any reason, including natural disasters; for all risks of every description associated with the work; for all expenses incurred due to the suspension or discontinuation of the work; and for well and faithfully completing the work as provided in this Agreement.

4. Draw Requests. Contractor agrees to perform all work on the Project according to the schedules set forth in the approved Bid Proposal attached hereto as Exhibit B and incorporated herein by this reference. Contractor shall submit weekly progress reports to the Public Works Director or his designee showing actual costs incurred and work completed. Contractor shall also submit to the Town monthly draw requests for all authorized costs incurred up to that date for the Project, if the time for the work exceeds one month. Upon review and approval of the progress reports and draw request(s) by the Public Works Director or his designee, the Town agrees to pay Contractor the amounts shown on all draw requests, minus a ten percent (10%) retainage for any payments other than the final payment, no later than the fifteenth (15th) business day following the date the draw request was submitted. Payments may be withheld if:

- A. Work is found defective and not remedied;
- B. Contractor fails to meet schedules shown on Exhibit B, as may be amended by the actual construction commencement date.
- C. Contractor does not make prompt and proper payments to subcontractors;
- D. Contractor does not make prompt and proper payments for labor, materials, or equipment furnished;
- E. Another contractor is damaged by an act for which Contractor is responsible;
- F. Claims or liens are filed on the job; or
- G. In the opinion of the Town, Contractor's work is not progressing satisfactorily.

The Town shall disburse the total retainage and the final draw request submitted by Contractor upon acceptance of the Project as described in Paragraph 12 below.

5. Liability for Damages. The Town its officers, agents or employees, shall not in any manner be answerable or responsible for any loss or damage to the work or to any part of the work; for any loss or damage to any materials, building, equipment or other property that may be used or employed in the work, or placed on the worksite during the progress of the work; for any injury done or damages or compensation required to be paid under any present or future law, to any

person, whether an employee of Contractor or otherwise; or for any damage to any property occurring during or resulting from the work. Contractor shall indemnify the Town, its officers, agents and employees, against all such injuries, damages and compensation arising or resulting from causes other than the Town's neglect, or that of its officers, agents or employees.

6. Inspection of Work and Materials.

A. The Town Manager or his designee may appoint and employ such persons as may be necessary to act as inspectors or agents for the purpose of supervising in the interests of the Town materials furnished and work done as the work progresses.

B. The Town shall at all times have unrestricted access to all parts of the work and to other places where or in which the preparation of materials and other integral parts of the work are being carried on and conducted.

C. Contractor shall provide all facilities and assistance required or requested to carry out the work of supervision and inspection by the Town, including soil and material tests.

D. Inspection of the work by the above-mentioned authorities or their representatives shall in no manner be presumed to relieve in any degree the responsibility or obligations of Contractor.

E. No material of any kind shall be used in the work until it has been inspected and accepted by the Town. All rejected materials shall be immediately removed from the premises. Any materials or workmanship found at any time to be defective shall be replaced or remedied at once regardless of previous inspection. Inspection of materials shall be promptly made, and, where practicable, at the source of supply.

F. Whenever the specifications, the instructions of the Town or the laws, ordinances or regulations of any public authority require work to be specially tested or approved, Contractor shall give the Town timely notice of its readiness for inspection, and if the inspection is by another authority, of the date fixed for the inspection.

7. Insurance. Contractor shall not commence work under this Agreement until Contractor has obtained all insurance required under this section and the insurance has been approved by the Town Manager or his designee. Similarly, Contractor shall not allow any approved subcontractor to commence work on his or her subcontract until all similar insurance required of subcontractor has been so obtained and approved. The following insurance shall be required:

A. Commercial General Liability Insurance: At a minimum, combined single limits of \$1,000,000 per occurrence and \$1,000,000 for general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$1,000,000 per occurrence.

B. Workers' Compensation and Employer's Liability: Workers' compensation

insurance for all of Contractor's employees engaged in work at the site of the project including occupational disease coverage in accordance with scope and limits as required by the State of Colorado.

C. **Comprehensive Automobile Liability Insurance:** Including coverage for all owned, non-owned, and rented vehicles with \$1,000,000 combined single limit for each occurrence.

The Town of Crested Butte shall be named as an additional insured. All insurance policies must be written in a manner consistent with the requirements of the Standard Form Agreement. Certificates of insurance shall be issued prior to execution of the Notice to Proceed.

8. **Performance Bond.** To secure performance of Contractor's obligations under this Agreement, the Contractor shall provide the Town with a Performance Bond in the amount of the full contract price, or \$461,550.00. The Contractor shall use the form of the Performance Bond supplied by the Town. The Town shall be authorized to draw upon the Performance Bond to correct any default by Contractor under this Agreement, which default shall be determined and substantiated by an Affidavit of Default signed by the Town Manager. The Performance Bond shall be held by the Town through the one year warranty period specified in Paragraph 13 below.

9. **Payment of Labor and Materials Bond.** To secure performance of Contractor's obligations under this Agreement to its subcontractors and suppliers, Contractor shall provide the Town with a Payment of Labor and Materials Bond in the amount of the full contract price, or \$461,550.00. After the execution of this agreement and prior to the notice to proceed, the Contractor shall provide the Payment of Labor and Materials Bond to the Town in the form supplied by the Town. The Town shall be authorized to draw upon the Payment of Labor and Materials Bond to correct any default by Contractor under this Agreement, which default shall be determined and substantiated by an Affidavit of Default signed by the Town Manager.

10. **Notice to Proceed.** Notice to proceed shall be issued within ten (10) calendar days of the execution of this Agreement by all parties. If the Town fails to issue such Notice to Proceed within that time limit, Contractor may terminate the Agreement without further liability on the part of either party. Such notice of termination must be tendered in writing to the Town. Additionally, the parties may mutually agree that the time for the notice to proceed may be extended.

11. **Compliance with Laws.** Contractor and every subcontractor or person doing or contracting to do any work contemplated by this contract shall keep himself or herself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of his or her contract or any extra work, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not the laws, ordinances or regulations are mentioned in this contract, and shall indemnify the Town, its officers, agents and employees, against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations.

12. **Certificates and Permits.** Contractor shall secure at Contractor's own expense all necessary certificates, licenses and permits from municipal or other public authorities required in connection with the work contemplated by this Agreement or any part of this Agreement, and shall

give all notices required by law, ordinance or regulation. Contractor shall pay all fees and charges incident to the due and lawful prosecution of the work contemplated by this Agreement, and any extra work performed by Contractor.

13. Termination. The Town may, at its sole discretion, terminate this Agreement without liability in the event that Contractor fails to provide the Performance Bond and/or Payment of Labor and Materials Bond, Certificates of Insurance required by Paragraph 7, or otherwise fails to meet the conditions precedent to issuance of the Notice to Proceed set forth in Paragraph 10 above. The Town may also, at its sole discretion, on one week's notice to Contractor, terminate this Agreement without liability before the completion date, and without prejudice to any other remedy the Town may have, when Contractor defaults in the performance of any provision, or fails to carry out the construction of the Project in accordance with the provisions of this Agreement.

14. Substantial Completion / Acceptance. The date of substantial completion of the Project shall be a date mutually agreed upon by the Town and Contractor. In the event that the Town and Contractor do not reach an agreement as to the date of substantial completion, the Crested Butte Town Council shall determine such date. Upon the date of substantial completion, Contractor shall certify in writing that substantially all improvements described in the Statement of Work have been completed in conformance with the plans and specifications and submit to the Town a completed substantial completion list utilizing a form approved by the Town. Thereafter, and within thirty (30) business days after a request for final inspection by Builder, the Town shall inspect the Project and notify Builder in writing and with specificity of their conformity or lack thereof to the plans and specifications. Builder shall make all corrections necessary to bring the Project into conformity with the plans and specifications. Once any and all corrections are completed, the Town shall complete a Project Acceptance Form and promptly notify Builder in writing that the Project is in conformance with the approved plans and specifications, and the date of such notification shall be known as the Acceptance Date. The Acceptance Date shall coincide with the commencement of the one year warranty period described in Paragraph 15 below. Within thirty (30) days of the Acceptance Date, the Town shall pay Builder the amount shown on the final draw request; provided, however, that the amount of funds left from the contract price specified in the Notice of Award are sufficient to cover this amount.

15. Warranty. Contractor shall warrant any and all improvements constituting the Project constructed for the Town pursuant to this Construction Agreement for a period of twenty four (24) months from the Acceptance Date as set forth in Paragraph 14 herein. Specifically, but not by way of limitation, Contractor shall warrant that:

A. Any and all improvements constituting the Project shall be free from any security interest or other lien or encumbrance; and

B. Any and all structures so conveyed shall be free of any defects in materials or workmanship for a period of two (2) years, as stated above.

16. Corrections to Project. If, within one (2) years after the date of substantial completion, any of Contractor's work on the Project is found to be not in accordance with the standards set forth in the preceding Paragraph 15, Contractor shall, at Contractor's expense, correct

it promptly after receipt of a written notice from the Town to do so unless the Town has previously accepted such condition. Such notice shall be either delivered personally or by overnight express courier, or sent by registered or certified mail, postage prepaid, return receipt requested, and must be received by Contractor as soon as practicable after the Town discovers the defect or the loss or damage caused by such defect, but in no event later than the date that the warranty given hereby expires.

17. Modifications. The Town may modify this Agreement with respect to the arrangement, character, alignment, grade or size of the work or appurtenances whenever in its opinion it shall deem it necessary or advisable to do so. Contractor shall accept such modifications when ordered in writing by the Town Manager or his designee. Any such modifications shall not subject Contractor to increased expense without equitable compensation, which compensation may be approved by the Town pursuant to its Purchasing Policy. If any modification results in a decrease in the cost of work involved, an equitable deduction from the contract price shall be made. These deductions shall be determined by the Town Manager or his designee. The determination of any such additional compensation or deduction shall be based on the bids submitted and accepted. No modifications in the work shown on the plans and described in the specifications shall be made, unless the nature and extent of the modifications has first been certified by the Town in writing and sent to Contractor.

18. Attorneys' Fees; Survival; Costs of Collection. Should this Agreement become the subject of legal action to resolve a claim of default in performance by any party, including the collection of past due amounts, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees, expenses, and court costs. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

19. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement.

20. Assignment. This Agreement may not be assigned without the prior written consent of the non-assigning party.

21. Amendment. This Agreement shall not be amended, except by subsequent written agreement of the parties.

22. Entire Agreement. This Agreement, along with any addendums and attachments hereto, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

23. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

24. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.



- C. Contractor has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104<sup>th</sup> Congress, as amended, and expanded in Public Law 156, 108<sup>th</sup> Congress, as amended, administered by the Department of Homeland Security (hereinafter, “E-Verify”) in order to verify that Contractor does not employ illegal aliens. If Contractor is not accepted into E-Verify prior to entering into this Agreement, Contractor shall forthwith apply to participate in E-Verify and shall submit to the Town written verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in E-Verify, and shall certify such application to the Town in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This Paragraph shall be null and void if E-Verify is discontinued.
- D. Contractor shall not use E-Verify procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- E. If the Town obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
- (a) notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  - (b) notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  - (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- F. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.
- G. If Contractor violates this Paragraph, the Town may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town arising out of said violation.

30. Authority. Each person signing this Agreement represents and warrants that he is fully authorized to enter into and execute this Agreement, and to bind the party it represents to the terms and conditions hereof.

31. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

WHEREFORE, the parties hereto have executed duplicate originals of this Construction Agreement on the day and year first written above.

[CONTRACTOR]:

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

TOWN OF CRESTED BUTTE, COLORADO:

By \_\_\_\_\_  
Dara MacDonald, Town Manager  
Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Town Clerk



## Staff Report

**To:** Mayor Michel and Town Council  
**From:** Michael Yerman, Director of Planning  
**Subject:** 8<sup>th</sup> Street Cleanup License Agreement-Cypress  
**Date:** May 15, 2017

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### **Background:**

Following the May 1<sup>st</sup> meeting, the Council directed the staff to review the proposed license agreement provided by Cypress Foothills, LP for the cleanup of the 8<sup>th</sup> Street right of way located on Town property. The Town's legal counsel has reviewed the license agreement and provided comments that have been incorporated into the attached agreement.

Cypress has agreed to include a portion of the 8<sup>th</sup> Street right of way in the VCUP application and cover the costs of the cleanup. The estimated cost of the Cypress's contribution to the 8<sup>th</sup> Street portion of the cleanup is between \$13,661-\$27,322. This is a reduced cost because Cypress will have done all the due diligence and paper work required by the state for the other portions of the cleanup. The cost is also reduced because of the mobilization of Casey Resources for the remainder of the cleanup on their property located in the County.

Cypress can extend utilities without disturbing the small portion of the landfill on the western extent of the 8<sup>th</sup> Street right of way. If the cleanup does occur under this VCUP application, 8<sup>th</sup> Street can be constructed to Town specifications. Cypress will then be responsible for the street and sidewalk construction. If the right of way is not included in Cypress's VCUP application, the Town may be responsible for the costs of a future VCUP cleanup application, the construction of 8<sup>th</sup> Street, and the 8<sup>th</sup> Street sidewalk if a future Council determines the connection is a benefit to the community.

The Council will need to weigh the risks of allowing the 8<sup>th</sup> Street cleanup to occur on the Town's property to the benefits of the connections to the eventual public uses that will locate on the northern portion of Cypress's property. If hazardous materials are found on the Town's property additional cleanup could be required to remove these materials.

**RESOLUTION NO. 27**

**SERIES NO. 2017**

**RESOLUTIONS OF THE CRESTED BUTTE TOWN  
APPROVING THE LICENSE AGREEMENT WITH  
CYPRESS FOOTHILLS, LP FOR ACCESSING AND  
AFFECTING CERTAIN REMEDIATION WORK ON THE  
OLD TOWN LANDFILL LOCATED ON TOWN  
PROPERTY IN THE LOCATION OF THE EIGHTH  
STREET RIGHT OF WAY ADJACENT TO THE TOWN  
PUBLIC WORKS YARD**

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

WHEREAS, the Town and Cypress Foothills, LP ("**Cypress**") have entered into a certain Pre-Annexation Agreement dated February 16, 2017 and recorded in the official real property records of the Office of the Clerk and Recorder of Gunnison County, Colorado on March 14, 2016 at Reception No. 638399, as amended by that certain Amendment to Pre-Annexation Agreement dated December 7, 2017 and recorded in the official real property records of the Office of the Clerk and Recorder of Gunnison County, Colorado on December 13, 2016 at Reception No. 638399 (collectively, the "**Pre-Annexation Agreement**") whereby Cypress and the Town agreed to certain development terms, requirements and conditions applicable to the real property north of Town and as further delineated in the Pre-Annexation Agreement;

WHEREAS, the Pre-Annexation Agreement contemplates, among other things, that the Town and Cypress would, if agreed to by the parties, coordinate in the installation of Eighth Street located on Town property and as further described in the Pre-Annexation Agreement;

WHEREAS, such coordination for the installation of Eighth Street on Town property as currently proposed by the parties will involve, among other things, Cypress, upon receipt of the Town's consent, pursuing a Colorado Voluntary Cleanup Program (the "**VCUP**") application with the Colorado Department of Health and Environment (CDPHE) for the remediation and clean-up of a portion of the old Town landfill located under yet to be constructed Eighth Street on Town property (the "**Subject Clean-up Lands**");

WHEREAS, in order to facilitate Cypress including the Subject Clean-up Lands in Cypress' VCUP application with CDPHE, Cypress must first gain access to the Subject Clean-up Lands for purposes of performing, without limitation, certain response actions and construction activities on the Subject Clean-up Lands (collectively, the "**Remediation Activities**");

WHEREAS, in order to facilitate the Remediation Activities, Cypress has requested and the Town Staff has recommended to the Town Council that the Town enter into a license agreement contemplating such activities;

WHEREAS, at the Town Council's May 2, 2017 regular Town Council meeting, the Town Staff recommended to the Town Council that the Town enter into a license agreement with Cypress granting Cypress access to the Subject Clean-up Lands and allowing Cypress to perform the Remediation Activities thereon;

WHEREAS, following receipt of the Town Staff's recommendation on May 2, the Town Council directed Town Staff to prepare resolutions of the Town Council approving the proposed license agreement;

WHEREAS, the Town Staff has provided a Staff Report to the Town Council in support of these resolutions recommending that the Town Council approve the license agreement for the reasons stated in such Staff Report; and

WHEREAS, the Town Council hereby finds that following receipt of the recommendation of Town Staff during the May 2, 2017 Town Council meeting and receipt and consideration of the Town Staff report delivered to the Town Council along with these resolutions, it is in the best interest of the health, safety and welfare of the Town, resident and visitors alike that it adopt these resolutions and in conjunction therewith the license agreement attached hereto.

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

1. **Section 1. Recitals and Findings.** The Recitals set forth above are incorporated as if fully set forth herein. The findings set forth in such Recitals are hereby deemed findings of fact material to these resolutions.
2. **Approval of License Agreement.** The Town Council hereby approves the license agreement in the form attached hereto as **Exhibit "A"** (the "**Agreement**"), the Town entering into such Agreement being in the best interest of the health, safety and welfare of the Town, its residents and visitors alike.
3. **Authorization of Mayor to Execute License Agreement.** The Town Council hereby authorizes the Mayor to execute the Agreement in the form attached hereto.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE THIS \_\_ DAY OF \_\_\_\_\_, 2017.

TOWN OF CRESTED BUTTE, COLORADO

By: \_\_\_\_\_  
Glenn Michel, Mayor

ATTEST

---

Lynelle Stanford, Town Clerk

(SEAL)

**EXHIBIT "A"**  
**(License Agreement)**

[attach form here]

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) is made effective as of May 1, 2017 (“Effective Date”) by and between Cypress Foothills, LP, a Texas limited partnership (“Cypress” or “Grantee”), and the Town of Crested Butte, Colorado (the “Town” or “Owner”), a Colorado home rule municipality. Owner and Grantee may be called collectively “Parties” or individually “Party.”

### RECITALS

- A. Cypress owns a parcel of real property (the “Cypress Property”) in Gunnison County, Colorado, adjacent to the Town, and immediately north of, the Town’s public works yard (“Town Property”).
  
- B. Cypress intends to develop the Cypress Property. In contemplation of such development, Cypress and the Town entered into a Pre-Annexation Agreement dated February 16<sup>th</sup>, 2016, and recorded in the Office of the Gunnison County Clerk and Recorder at reception number 638399, as amended by that certain Amendment to Pre-Annexation Agreement, dated December 7<sup>th</sup>, 2016, and recorded in the office of the Gunnison County Clerk and Recorder at reception number 643828 (the “Annexation Agreement”). (Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the Annexation Agreement.)

- C. The Annexation Agreement contemplates the possible extension of Eighth Street north from Butte Avenue to Pyramid Avenue (the “Eight Street ROW”), which would cross the Town Property and a portion of the Cypress Property identified as the West Parcel. Cypress has already designed and engineered the Eighth Street extension along the Eighth Street ROW.
  
- D. The Old Town Landfill is located partly on the West Parcel and partly on the Town Property. In order for the public uses contemplated by the Annexation Agreement to be made of the West Parcel, portions of the Old Town Landfill must be cleaned up.
  
- E. Cypress is in the process of entering portions of the Old Town Landfill located on the West Parcel into the Colorado Voluntary Cleanup Program (“VCUP”) administered by Colorado Department of Public Health and Environment (“CDPHE”).
  
- F. Part of the Old Town Landfill may also be within the Eighth Street ROW and, Cypress’s VCUP application includes the Eight Street ROW on the West Parcel.
  
- G. Cypress and the Town desire to expand Cypress’s VCUP application to include that portion of the Town Property necessary to allow pre-construction response

actions for, and construction of, Eighth Street. Specifically, Cypress will need access to, and the right to perform response actions and construction activities, within 25 feet on either side of the Eighth Street ROW or that width sufficient to comply with OSHA trenching and excavation requirements and other safety and construction obligations under applicable law (“the Eighth Street ROW Area”), so that any portion of the Eighth Street ROW Area determined to include a portion of the Old Town Landfill can be addressed by Cypress under the VCUP. Extension of the area covered by this License beyond 25 feet on either side of the ROW shall be subject to the approval of the City, which shall not be unreasonably withheld.

- H. To allow inclusion of the Eighth Street ROW Area in Cypress’s VCUP Application (which shall be defined in this License to include any related application, such as a no action determination (NAD) application, and any amendments to or modifications of the VCUP Application) and to allow Cypress to perform response actions, as necessary, in the Eighth Street ROW Area, at Cypress’s sole cost and expense, if and when CDPHE approves Cypress’s VCUP application, the Parties desire to agree on terms and conditions pursuant to which Cypress will access the Eighth Street ROW Area in order to perform certain work.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby agreed and acknowledged, the Parties agree as follows:

1. License. Owner hereby grants to Grantee, subject to the terms of this License Agreement, a license (“License”) for access to the Eighth Street ROW Area by Grantee and its contractors, along with the subcontractors, employees and agents of the foregoing (such persons are referred to herein individually as a “Contractor”, and, collectively, as “Contractors”) to perform Work as that term is defined below. Work, as defined in Section 2 below, will only be performed within the Eighth Street ROW Area. The License expressly does not confer any interest in real property. The License shall continue until the Work contemplated in this Agreement has been completed, at which time the License shall expire by its terms.

2. VCUP Application

a. Grantee shall include the Eighth Street ROW Area in an amendment to the VCUP Application that Grantee is filing with respect to response actions proposed for the Old Town Landfill located on the West Parcel. Grantee shall provide Owner with a copy of the VCUP Application Grantee files with CDPHE for the Old Town Landfill located on the West Parcel, at the time Grantee submits the Application. Grantee shall provide Owner with a copy of the draft VCUP Application amendment prior to submission to CDPHE. Grantee shall allow the Owner no less than 10 business days to review and provide comments on the draft VCUP application amendment. After that 10 day review

and comment period, Grantee shall also provide Owner a 15 day period to meet in person with Grantee or to join in a teleconference with Grantee to discuss Owner's comments. If the Parties are unable to agree on any language in the VCUP Application amendment as it relates to the Eighth Street ROW Area, Owner shall have the right to revoke its authorization for Grantee to include any portion of the Town Property in the VCUP Application, and in such event this License Agreement shall terminate on the date that Grantee provides such revocation in writing.

b. A designated representative of Owner shall be a "carbon copy" or "cc" on all communications between Grantee and CDPHE relating to the VCUP Application, including electronic communications, data, reports and any other information. Grantee shall provide the Town with reasonable advance notice of all meetings with CDPHE regarding the VCUP Application, and shall provide the Town with an opportunity to participate in all such meetings. The Town's participation shall be limited to the VCUP Application as it relates to the Eighth Street ROW Area. The Town acknowledges and agrees that Grantee has agreed under this License to take the lead on negotiating the VCUP with CDPHE. Accordingly, the Town agrees that it will not meet with or otherwise contact CDPHE regarding the VCUP Application without the joint participation of the Grantee, except as provided in paragraph (c) below.

c. During CDPHE's review and approval process regarding the VCUP Application, Owner shall have the right to revoke its authorization for Grantee to include any portion of the Town Property in the VCUP Application, and in such event this License Agreement shall terminate on the date that Grantee provides such revocation in

writing. In this event, Owner may unilaterally notify CDPHE that it is withdrawing the VCUP Application as it relates to the Town's portion of the Eighth Street ROW Area.

Subparagraphs (a)-(c) above shall apply to any related application, such as a no action determination (NAD) application, and any amendments to or modifications of the VCUP Application.

3. Work.

a. During the term of the License, Grantee and its Contractors shall have the right to enter the Eighth Street ROW Area for the purpose of performing work activities necessary for implementation of the approved VCUP activities, including, without limitation, performing site investigation activities; operating and maintaining, and then promptly removing, monitoring wells and all other equipment necessary to conduct soil and groundwater sampling; performing groundwater monitoring, and treatment, remedial or removal activities; and performing all other activities related to response actions in preparation for construction of Eighth Street and associated utility infrastructure in the Eighth Street ROW ("Construction Project"). The activities noted above, and all activities related thereto and to the Construction Project shall be deemed "Work" for purposes of this Agreement.

b. Following the Work in the Eighth Street ROW Area as described in paragraph 2(a) above, Cypress shall continue to have access to the Eighth Street ROW Area under this Agreement as necessary for all purposes related to the Construction Project. Prior to the commencement of the Construction Project, Cypress shall enter into

a standard development improvements agreement with the Town that is (i) substantially similar to the development improvement agreements the Town has previously used, and (b) not inconsistent with the Annexation Agreement. All infrastructure constructed pursuant to such development improvements agreement shall be constructed in accordance with the Town Specifications, dedicated to the Town, and maintained by the Town following acceptance thereof, subject to a two-year warranty by Cypress.

4. Performance of Work. The Parties agree to the following with respect to Work:

a. All Work will be performed at Grantee's sole expense by one or more Contractors selected and engaged by Grantee. Grantee shall be responsible for any oversight or other costs incurred by CDPHE and billed to Grantee or Owner in processing the VCUP Application and performing related Work to issue a NAD.

b. A designated representative of Owner shall be a "carbon copy" or "cc" on all communications between Grantee and CDPHE relating to the Work, including electronic communications, data, reports and any other information. Grantee shall provide the Town with reasonable advance notice of all meetings with CDPHE regarding the Work, and shall provide the Town with an opportunity to participate in all such meetings. The Town's participation shall be limited to the Work as it relates to the Eighth Street ROW Area.

c. Grantee shall promptly deliver to Owner, without charge, copies of all reports, tests, assessments, and results of sampling related to the Work.

d. Grantee will cause all Work to be conducted in a good and workmanlike manner and in accordance with applicable governmental laws, rules and regulations.

e. No less than twenty-four (24) hours prior to first entering the Eighth Street ROW Area to perform Work, Grantee's Contractors will notify and coordinate their Work with the person designated by Owner as its Work representative.

f. Grantee will cooperate with Owner so that Work is performed in a manner that will reasonably minimize interference with the existing use of, or activities at, the Town Property within and adjacent to the Eighth Street ROW Area. Specifically, Grantee agrees to take reasonable measures to minimize interference with any of the Owner's existing buildings, improvements, landscaping, and infrastructure within the Eighth Street ROW Area.

g. Grantee will cause all Work-derived waste to be disposed of promptly. Such wastes may be temporarily staged, subject to compliance with applicable law, within the Eighth Street ROW Area pending disposal or removal for proper disposal.

h. To the extent that Grantee's Contractors cause physical damage to the Town Property within the Eighth Street ROW Area during performance of the Work, Grantee shall, at its own expense, cause its Contractors to repair such damage and restore the Town Property as nearly as practicable to its condition immediately preceding such damage.

i. Within forty-five (45) days following completion of the Construction Project, Grantee shall cause its Contractors to remove any and all material and equipment related to Work.

5. Cooperation

a. Grantee shall be responsible for the timely and proper management, transportation and off-site disposal of all waste generated by Grantee or its Contractors in performing Work. Grantee shall bear sole responsibility for compliance with federal, state, and local requirements with respect to the generation, management, and ultimate disposition of such waste. Owner shall not be identified as an owner or a generator of any waste removed from the Cypress Property, or be required to execute manifests, bills of lading or similar documents (“Waste Documentation”), for transport and disposal off-site of wastes generated in connection with the Cypress Property. Owner shall be identified as an owner and a generator, if such identification is necessary for completion of the Waste Documentation, of waste removed from the Town Property, and in arranging for the execution of the Waste Documentation shall cooperate in executing such Waste Documents when requested by Grantee. Any identification of Owner or Cypress as an owner or generator is not an admission of fact or liability by Owner or Cypress.

b. Owner shall identify in writing to Grantee any utilities or other subsurface structures that could be impacted by Work in the Eighth Street ROW Area. Neither Grantee nor its Contractors shall be responsible for any damage resulting from the Work

to utilities or other surface structures that were not identified in writing by Owner to Grantee.

c. Owner agrees to abide by, and cooperate with Grantee in connection with, the controls or restrictions on the Town Property that are required in connection with requirements of the VCUP.

d. Grantee shall perform or shall cause its Contractors to perform any reporting obligations that arises out of Work.

6. Laws and Regulations. Grantee shall direct its Contractors (including, without limitation, all of their respective employees and agents) to (a) obtain all necessary permits or approvals (if any) with respect to the Work, and (b) at all times comply with all applicable local, state, and federal laws, ordinances, codes, rules, and regulations, including, without limitation, those relating to environmental, health and safety matters. Should a release of hazardous substances, wastes or materials as defined under federal or state environmental law occur in connection with the Work, Grantee shall promptly notify Owner, comply with applicable federal, state, and local reporting requirements, and take necessary steps to contain, abate, decontaminate and remove the released material and remediate the impacted media to standards allowable under the VCUP. All documents submitted to or received from regulatory agencies in connection with such a release shall be provided by Grantee to Owner upon Owner's request.

7. Risk of Liability. Grantee shall cause its Contractors to agree that Contractors shall be solely responsible for securing and protecting equipment, materials, and other property against theft, vandalism, damage and loss. Owner shall not be responsible or liable for any loss

or damage to such equipment and materials, unless such loss or damage is caused solely by Owner's intentional act or negligence.

8. Insurance. Grantee will require each Contractor (unless covered by another Contractor's insurance) to carry the following insurance coverage, in amounts no less than those shown, throughout the duration of the Work, with carriers rated AVII or better by AM Best: (i) commercial general liability (\$2,000,000 per occurrence); (ii) automobile liability (\$1,000,000 each incident); (iii) worker's compensation (in the statutorily required minimum amount) and employer's liability insurance (\$1,000,000 per accident); and (iv) pollution liability coverage for operations and professional services (\$2,000,000 per occurrence). The requirements of commercial general liability and pollution liability coverage for operations and professional services may be satisfied with an umbrella policy that satisfies the requirements regarding the dollar limits and the umbrella must follow the form of coverage set forth in this paragraph for commercial general liability and pollution liability coverage. Each insured party shall cause its insurers to waive rights of subrogation against Owner. Contractors will request that the commercial general liability, automobile and pollution liability policies include Owner as an additional insured. Certificates confirming coverage and the provisions contemplated herein shall be delivered to Owner prior to Grantee's Contractors first entry onto the Eighth Street ROW Area, and copies of policies shall be delivered to Owner upon request. Such certificates shall state that the insurance agent shall give Owner thirty (30) days prior written notice of any cancellation or any material changes in such policies. All such insurance policies shall be written on an "occurrence" basis, to the extent commercially available.

9. Performance Guarantee and Indemnification. Cypress's environmental engineers have estimated the total cost of response actions for the Eighth Street ROW to be between \$13,661 and \$27,322. In order to secure all obligations of Cypress herein, Cypress and the Town agree that Cypress shall, at Cypress's sole cost, and before accessing the Eighth Street ROW Area or performing any Work hereunder, obtain and provide to the Town, either cash, a bond, an irrevocable letter of credit or other performance guarantee in a form and content satisfactory to the Town to the benefit of the Town in the amount of at least \$81,966, which is three times the maximum estimated cost of response actions for the Eighth Street ROW (the "Security"). Further, Cypress hereby indemnifies the Town and its officials and employees from and against all losses, damages, and liabilities from claims by third parties arising from or related to the Work, including exacerbation of existing contamination caused by or related to the Work up to the amount of the Security. This indemnification shall survive the termination of this agreement up to the amount of the Security, and provided however, that upon receipt of a No Action Determination from CDPHE which includes the Eighth Street ROW or Owner's termination of this Agreement, whichever occurs first, the Security shall be released to Cypress.

10. Release. Subject to the indemnification above, and upon the earlier to occur of (i) Owner's termination of this Agreement, or (ii) receipt of a No Action Determination from CDPHE which includes the Eighth Street ROW, the Town shall release all claims against Cypress, and Cypress shall release all claims against the Town, arising out of or related to Work or in any way arising out of or related to the environmental conditions of the Eighth Street ROW Area before, during, or subsequent to performance of Work and further, the Town and Cypress covenant not to sue each other with respect to any site conditions and any responsibilities or

liabilities, including without limitation any environmental liabilities, arising out of or related to the Eighth Street ROW Area, performance of Work, or the construction of Eighth Street and any associated utility infrastructure work. Neither the Town nor Cypress releases the other for any liability arising out of intentional acts or negligence by the Town or Cypress, respectively. Further, this Release does not extend to any portion of the Old Town Landfill or any other property, other than the Eighth Street ROW Area.

11. Additional Provisions.

a. This Agreement constitutes the entire agreement and understanding between the Parties hereby concerning the matters expressed herein and may not be amended or modified otherwise than in writing signed by the Parties hereto.

b. Any and all notices, approvals and the like required or permitted to be sent in accordance with this Agreement must be in writing and will be deemed to be given when received, when mailed by overnight mail or by certified mail, return receipt requested, postage prepaid, addressed to the party for whom it is intended, or sent via an electronic communication method provided the sender obtains confirmation of receipt of the communication.

c. This Agreement shall run with the land and shall be binding on subsequent Owners or tenants, and a copy of this executed Agreement may, at Grantee's discretion, be filed in the deed records by Grantee. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

d. This Agreement shall be construed, governed and enforced in accordance with the laws of the State of Colorado without regard to its choice of law rules.

e. The person or persons executing this Agreement on behalf of each of the parties hereto represents and warrants to the other parties that he or she has full and unconditional authority to bind the entity on whose behalf this Agreement is executed to all covenants, conditions and provisions contained herein.

f. This Agreement is not for the benefit of and shall not create any rights in any other person not a Party hereto or otherwise specifically identified herein.

g. All words used herein in the singular number shall include the plural and the plural shall include the singular. The present tense herein shall include the future. The masculine gender shall include the feminine and neuter.

h. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

i. The recitals set forth in this Agreement are intended solely to describe the background of this Agreement and, other than the terms defined therein, form no part of this Agreement.

j. Grantee's obligations under this Agreement shall be deemed to have terminated effective as of the date ("Termination Date") Grantee has notified Owner in writing that the Work has been completed.

k. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be excised from the Agreement. The remainder of the terms of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such excision and this Agreement shall be reformed by such court or by agreement of the Parties to add, in lieu of the excised provision, a provision as similar in terms to the excised provision as may be possible and be legal, valid and enforceable.

l. The Parties agree to attempt to resolve amicably any dispute arising hereunder before proceeding with litigation. The prevailing Party in any litigation shall be entitled to its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees and disbursements.

m. This Agreement may be executed in counterparts, all of which shall constitute a single agreement. The Parties may execute more than one copy of this Agreement, in which case each executed copy shall constitute an original. Faxed or other electronic facsimiles of signature pages will be deemed acceptable in lieu of executed original signature pages.

n. In the event of a conflict between the terms of this Agreement and the Annexation Agreement, the terms of this Agreement shall control.

o. Grantee is not an agent, employee or contractor of the Town.

p. Neither Party admits to, and the Parties expressly deny, any liability associated with the condition of the Town Property or the Cypress Property. This

License Agreement shall not be used in any proceeding, except a proceeding to enforce the terms of this License Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals effective as of the Effective Date.

**OWNER**

**GRANTEE**

**TOWN OF CRESTED BUTTE**

**CYPRESS FOOTHILLS LP**

**By: Cypress Foothills GP, LLC**

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

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

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

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



## Staff Report May 15, 2017

**To:** Mayor and Town Council  
**From:** Dara MacDonald, Town Manager  
**Subject:** Resolution 2017-28, Approving a software license agreement with Bear Cloud Software to use the STR Helper software to track vacation rentals in the community

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**Summary:** The Town Council has been concerned with the accuracy of tracking vacation rental activity in the community. With the implementation of additional licensing requirements effective January 1, 2018, accuracy in tracking vacation rental activity will become even more important. Staff is recommending entering into the license agreement with Bear Cloud Software to better track vacation rental locations in town.

**Previous Council Action:** Council has held numerous meetings regarding vacation rentals. It approved Ordinance 2016-12 implementing licensing requirements for vacation rentals and is considering Ordinance 2017-06 which would adjust the location and number of vacation rentals allowed in the community.

**Background:** Staff has met with managers from the county, City of Gunnison and Town of Mt. Crested Butte on multiple occasions to review proposals from two vendors of vacation rental tracking software – STR Helper and Host Compliance. After review of the quality of services, and receiving written proposals and quotes from both vendors, staff recommends working with Bear Cloud Software to utilize their STR Helper software. Gunnison County has already entered into an agreement with STR Helper which has allowed for reduced pricing for each of the municipalities.

The town currently tracks vacation rental activity through our business licensing requirements. However, we are aware of some property owners who have chosen not to obtain a business license and likewise not to remit sales tax on their rental activities. Enforcement of noncompliance is time consuming and costly to the municipality.

The town has very limited time or staff to pursue proactive enforcement by going out to various vacation rental websites and trying to verify locations of properties and whether properties have active business licenses. STR Helper will do most of this work for us each night by monitoring the ever increasing websites where such properties are commonly listed. The information collected integrates with data from the County Assessor's database to provide property owner information. The software can alert staff to new vacation rental properties and those that do not currently hold a business license.

**Discussion:** The initial component of STR Helper that the town will be utilizing is the parcel (property) and address identification. This will include the following data:

- Current report of all active vacation rental listings
- Complete parcel and address for each vacation rental listing
- Contact information for each vacation rental listing
- Contact information and address of each property's Owner
- High resolution images of each active listing (images refreshed on a regular basis)

STR Helper does have an activity monitoring and tax collection assistance module, however, this aspect of the software is still being refined. Staff is not recommending purchasing a license for this component at this time, however, we will continue to monitor the effectiveness of this as the technology continues to improve as it may be a useful tool in the future.

Utilization of this software will greatly improve our confidence in tracking the number of vacation rental units active in our community. This data can be used to ensure requirements for licensing and sales tax remittal are being followed as well as compliance with zoning limitations.

**Legal Implications:** The agreement has been reviewed by the Town Attorney and his comments have been integrated into the license agreement.

**Financial Implications:** The 2017 budget does not include funding for this software. As the direction of the Council has evolved over the past few months, it has become evident that tracking of vacation rental activity is a priority for the Council. The anticipate cost of the license and implementation are as follows:

\$3,000 Standard Implementation Fee per City – This is a one-time fee charged to implement STR Helper's standard features. Some minor customizations to STR Helper are covered in the implementation fee.

\$1,750 Annual Software Fee per City – This is a discounted fee and only available because of the participation of the county. One account license is included with the annual software fee.

\$300 Additional Account Licenses (optional per year) – Staff is recommending two licenses at this time, one for finance and one for building/planning.

\$2,000 On-site training – (\$700 per day + travel expenses) – Anticipating two days of on-site training with staff.

We anticipate spending approximately \$7,050 in 2017. The ongoing cost for this software is expected to be \$2,050 in subsequent years. Gunnison County is absorbing much of the initial cost for implementation and validation of listings (\$19,500 for standard implementation, validation, and annual software fee).

**Recommendation:** Staff recommends approving Resolution 2017-28 to enter into a software license agreement with Bear Cloud Software for STR Helper and approving the expenditure of up to \$7,500 in 2017 to implement STR Helper.

## RESOLUTION NO. 28

SERIES 2017

### RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL APPROVING A SOFTWARE LICENSE AGREEMENT WITH BEAR CLOUD SOFTWARE FOR THE IMPLEMENTATION OF STR HELPER

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

WHEREAS, the Town staff recommends that the Town enter into a software license agreement with Bear Cloud Software to utilize their STR Helper Software;

WHEREAS, following the Town staff’s recommendation, the Town Council desires to enter into a software agreement with Bear Cloud Software to utilize their STR Helper Software to monitor vacation rental activity within the community pursuant to the terms and conditions set for in the agreement attached to these Resolutions; and

WHEREAS, the Town Council hereby finds that it is in the best interest of the health, safety and general welfare of the citizens and visitors of Crested Butte to enter into a software license agreement with Bear Cloud Software for the above-stated purposes, and in connection therewith, adopt and execute the software license agreement reference herein.

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

1. **Findings.** The Town Council hereby finds that entering into the software license agreement with Bear Cloud Software for their performance of certain services and utilization of STR Helper software for the Town, in an amount not to exceed \$7,500 in 2017, is in the best interest of the Town, its residents and visitors.

2. **Approval; Authorization of Town Manager.** Based on the foregoing, the Town Council hereby approves the software license agreement with Bear Cloud Software in substantially the same form as attached hereto as **Exhibit “A”** (the “**Agreement**”). The Town Manager is hereby authorized to execute the Agreement and any associated documentation in connection therewith.

3. **Funding.** The Town Council authorizing expenditure of funds from the General Fund and an amount not to exceed \$7,500.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS 15<sup>TH</sup>  
DAY OF MAY, 2017.

TOWN OF CRESTED BUTTE, COLORADO

By: \_\_\_\_\_  
Glenn Michel, Mayor

ATTEST

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



**STR Helper Software License Agreement**  
**For**  
**Crested Butte, Colorado**



## **Bear Cloud Software STR Helper Software License Agreement**

BY USING THE LICENSED SOFTWARE FROM BEAR CLOUD SOFTWARE, THE INDIVIDUAL IF ACTING ON BEHALF OF HIMSELF OR HERSELF ("INDIVIDUAL CUSTOMER") OR THE INDIVIDUAL WHO IS ACTING ON BEHALF OF AN EDUCATIONAL OR NONPROFIT INSTITUTION, GOVERNMENTAL AGENCY, OR OTHER ENTITY ("ENTITY CUSTOMER", THE INDIVIDUAL CUSTOMER AND ENTITY CUSTOMER TOGETHER ARE "CUSTOMER") IS AGREEING TO BE BOUND BY THIS SOFTWARE LICENSE AGREEMENT ("AGREEMENT"). IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, CUSTOMER MAY NOT INSTALL, COPY, OR USE THE LICENSED SOFTWARE.

### 1. DEFINITIONS.

**"User Account"** means, collectively, the specific User ID, and authorization for each copy of the Licensed Software issued by Bear Cloud Software to Customer.

**"Affiliates"** or **"Affiliate"** means an entity, institution, or organization that controls, is controlled by, or is under common control with another entity, institution, or organization, with at least majority ownership.

**"Authorized Reseller"** means an authorized distributor, authorized reseller, or dealer of the Licensed Software.

**"Authorized User"** means an employee or contractor licensed to use STR Helper.

**"Documentation"** means the user manuals and supporting documentation in electronic form provided with the Licensed Software under this Agreement.

**"License Fee"** means the applicable fee for which Customer licenses the Licensed Software.

**"License Period"** means a perpetual term unless (a) terminated as provided below or (b) a specific fixed term is otherwise set forth in the License and User Account.

**"Licensed Software"** means the specific software licensed to Customer under the terms of this Agreement (as specified in the License and User Account issued to Customer), including any Updates and Upgrades thereto.

**"Bear Cloud Enhancements"** means enhancements to Bear Cloud Files in which the copyright is owned by Bear Cloud Software or distributed by Bear Cloud Software from time to time.

**"Bear Cloud Website"** means [www.strhelper.com](http://www.strhelper.com).

**"Update"** means a revision to the Licensed Software or patch that improves the functionality of the Licensed Software, and may contain new features or enhancements, which is not an Upgrade.

**"Upgrade"** means a subsequent version of the Licensed Software that Bear Cloud Software designates as a new release and makes generally commercially available or a different flavor of the Licensed Software that that Bear Cloud Software makes generally commercially available.



## 2. LICENSE AND OWNERSHIP.

**2.1 License and User Accounts.** that Bear Cloud Software shall issue Customer a “License and User Account” via email, fax, postal mail, or courier (e.g., FedEx, UPS, DHL) that sets forth the specific Licensed Software, the specific number of Concurrent Authorized Users for Entity Customers, and the User Account associated with the Licensed Software (the License and User Account or User ID). The License and User Account is hereby incorporated by reference into this Agreement. Certain of the licenses in Section 2.2 permit use by Authorized Users of Entity Customer and the Entity Customer is responsible for compliance of all such Authorized Users with the Agreement and shall be liable for the breach of the terms of this Agreement by such Authorized Users.

**2.2 Single-User License.** An Individual Customer whose License and User Account issued by Bear Cloud Software specifies the “License Type” as “Single User”. A Single-User license is for a named individual who is identified as the Authorized User. Subject to the terms and conditions of this Agreement, Bear Cloud Software grants to Customer a transferable license, without the right to sublicense, to use the Licensed Software.

**2.3 Documentation License.** Subject to the terms and conditions of this Agreement, Bear Cloud Software grants to Customer a transferable license, without the right to sublicense, to use the Documentation in connection with Customer’s authorized use of the Licensed Software. Customer may not reproduce or distribute the Documentation in any manner, whether physically or electronically, without the express written permission of Bear Cloud Software.

**2.4 User Account.** Bear Cloud Software shall issue to Customer a License and User Account for each copy of the Licensed Software. Customer is entirely responsible for any and all activities that occur under Customer's account.

**2.5 License to Bear Cloud Enhancements.** Subject to the terms and conditions of this Agreement, Bear Cloud Software grants to Customer a transferable license, without the right to sublicense, to use Bear Cloud Software Enhancements solely with the Software for Customer’s internal business, research, or educational purposes. Notwithstanding any other provision in this Agreement to the contrary, Bear Cloud Software makes to Customer regarding the licensed software a warranty of merchantability and a warranty of fitness for the particular purposes for which the licensed software is sold.

**2.6 Restrictions.** Customer shall not, nor permit any person (including any Authorized User) to: (i) reverse engineer, reverse compile, decrypt, disassemble, or otherwise attempt to derive the source code of the Licensed Software (except to the extent that this restriction is expressly prohibited by law); (ii) modify, translate, or create derivative works of the Licensed Software; (iii) sublicense, resell, rent, lease, distribute, market, commercialize, or otherwise transfer rights or usage to the Licensed Software (except as expressly permitted under this Agreement); (iv) remove, modify, or obscure any copyright notices or other proprietary notices or legends appearing on or in the Licensed Software, or any portion thereof; (v) transfer, use, or export the Licensed Software in violation of any applicable laws, rules, or regulations of any government or governmental agency; (vi) use the Licensed Software or any system services accessed through the Licensed Software to disrupt, disable, or otherwise harm the operations, software, hardware, equipment, and/or systems of a business, institution, or other entity, including, without limitation, exposing the business, institution, or other entity to any computer virus, Trojan



horse, or other harmful, disruptive, or unauthorized component; or (vii) embed the Licensed Software in any third-party applications, unless otherwise authorized in writing in advance by an officer of Bear Cloud Software.

**2.7 Ownership.** The Licensed Software, Bear Cloud Software Enhancements, and Documentation contain copyrighted material and other proprietary material and information of Bear Cloud Software and/or its licensors. Bear Cloud Software and/or its licensors shall retain all right, title, and interest, including all intellectual property rights, in and to the Licensed Software, Bear Cloud Software Enhancements, and Documentation. Customer will not remove, alter, or destroy any form of copyright notice, proprietary markings, or confidential legends placed upon or contained within the Licensed Software, Bear Cloud Software Enhancements, or Documentation, or any component thereof.

### 3. TECHNICAL SUPPORT AND UPGRADES AND UPDATES.

**3.1 Technical Support.** Bear Cloud Software agrees to provide Customer with technical support services which include periodic distribution of bug fixes and minor enhancements as Updates scheduled by Bear Cloud Software. All registered users of the then-current release of STR Helper and the previous release of Bear Cloud Software are eligible for free limited technical support. Installation support inquiries by telephone will be accepted by Bear Cloud Software during normal business hours. Technical support email inquiries are accepted at any time and will be answered during normal Bear Cloud Software business hours. Bear Cloud Software will attempt to respond to inquiries within the same business day.

**3.2 Updates and Upgrades.** To receive and use an Upgrade, Customer must pay the applicable annual fees for that Upgrade and agree to Bear Cloud Software standard terms and conditions governing the use of that Upgrade.

### 4. TERM AND TERMINATION.

**4.1 Term.** Customers with a fixed-term License Period, this Agreement shall commence on the Effective Date and shall Continue in effect until the software renewal date.

**4.2 Termination.** Customer may terminate this agreement at any time for any reason or no reason at all upon 30 days' written notice to Bear Cloud Software, and upon such termination Customer shall receive a refund of any unearned fees due and owing under the Agreement..

**4.3 Effect of Expiration or Termination.** Upon expiration or termination of this Agreement, (i) the rights and licenses granted to Customer pursuant to this Agreement shall automatically and immediately terminate and (ii) Customer shall immediately cease using the Licensed Software. In addition, for a fixed-term License Period, upon expiration of the License Period, the User Account or User ID will expire and the Licensed Software will cease to function.

### 5. FEES AND PAYMENT.

**Fees and Payment Terms.** Customer licenses the Licensed Software from Bear Cloud Software. This Agreement is between Customer and Bear Cloud Software solely. The applicable license fee is specified and set forth in Exhibit A.

### 6. IMPLEMENTATION.



Customer agrees to supply Bear Cloud Software with city property data for software implementation.

7. INTENTIONALLY DELETED.

8. LIMITATION OF LIABILITY.

8.1 Consequential Damages Waiver. OTHER THAN FOR A VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHT OF ANY PERSON, IN NO EVENT SHALL EITHER PARTY OR ITS LICENSORS HAVE ANY LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF ANY REPRESENTATIVE OF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER.

9. U.S. GOVERNMENT CUSTOMERS.

The Licensed Software under this Agreement is “commercial computer software” as that term is described in DFAR 252.227-014(a)(1). If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms and this Agreement as specified in 48 C.F.R. 12.212 (Computer Software) and 12.111(Technical Data) of the Federal Acquisition Regulations (“FAR”) and its successors. If acquired by or on behalf of any agency within the Department of Defense (“DOD”), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 227.7202 of the DOD FAR Supplement and its successors.

10. BEAR CLOUD SOFTWARE REPRESENTATION AND WARRANTY.

Bear Cloud Software represents and warrants that neither the Licensed Software, Enhancements, Updates, Upgrades, Website and Documentation nor any parts thereof violate the intellectual property rights of any person.

11. INDEMNIFICATION.

Bear Cloud Software shall indemnify and hold harmless Customer from any claims, damages, attorneys’ fees and costs threatened or incurred by Customer on account of any breach by Bear Cloud Software of any term hereof, including, without limitation, violation of any intellectual property rights by the Licensed Software, Enhancements, Updates, Upgrades, Website and Documentation nor any parts.

12. PREVAILING PARTY.

In the event of any dispute in connection with this Agreement, the substantially prevailing party in such dispute shall be entitled to an award of its reasonable attorneys’ fees and costs.





**Exhibit A**

**Standard Implementation Fee** (\$3,000.00) – This is a one-time fee charged to implement STR Helper’s standard features. Some minor customizations to STR Helper are covered in the implementation fee.

**Annual Software Fee** (\$1,750.00) – This fee is charged for additional incorporated cities or towns located in Gunnison River Valley Local Marketing District. One account licenses are included with the annual software fee. Each license should be used by one person; however, the user can run STR Helper on multiple devices. For example, the user may choose to use STR Helper on a desktop, laptop and tablet.

**Additional Account Licenses** (\$300.00 optional per year) – We recommend that every user has their own license. This way when notes, action items, or tasks are created, STR Helper will log the updates to the correct user.

**On-site Training** (\$700 per day + travel expenses optional) – We do offer internet trainings for free but some clients prefer one to two days of on-site training to help expedite production rollout.

**Custom Development** (\$140 per hour optional) – Since we are a software company we can create custom features for our clients. For example, if you need STR Helper to export data to a third-party application, then we can assign resources to engineer that request.

**Optional Calendar Function Annual Fee** (\$2,000 optional) –STR Helper provides Calendar data monthly which is based on the dates that have been blocked out on the calendar of the various platform websites. STR Helper’s tax reports are useful tools to act on property owners that failed to make tax payments or grossly under report taxes paid.

\_\_\_\_\_  
John Spuhler, CEO Bear Cloud Software

\_\_\_\_\_  
Date

\_\_\_\_\_  
Crested Butte, Colorado

\_\_\_\_\_  
Title

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



## Staff Report May 15, 2017

**To:** Mayor and Town Council  
**Thru:** Dara MacDonald  
**From:** Bob Gillie, Building and Zoning Director  
**Subject:** **Ordinance #6 – Vacation Rental Regulations – Continuation of 1<sup>st</sup> Reading**  
**Date:** May 10, 2017

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**Summary:** The Town Council has been debating the regulation of Vacation Rentals for over a year now. The first ordinance to address this issue was introduced on October 17, 2016. Through several renditions and voluminous public comment Ordinance #12, Series 2016 was passed on February 6, 2017 with the control of the location and number of Vacation rentals deleted from the ordinance. The ordinance established a licensing regime for Vacation Rentals with the implementation date to be January 1, 2018.

**The numbers:** Here is the state of residential units and BOLT licenses and Primary Residences as we see it currently. Be aware that numbers are plus or minus 5 units so numbers do not always total.

- 1186 Total Number of Residential Units in Town
- 248 Restricted Units in Town
- 938 Free Market Units in Town
- 485 Free Market Units are owned by out of town owners
  - 368 of these are in the green zone
  - 116 of these are in the white zone
- 448 Free Market Units have C.B. mailing addresses
  - 291 are in the green zone
  - 159 are in the white zone
- 244 Current vacation rental (BOLT) licenses
  - 171 are out of town owners
  - 34 have local addresses but the property is not their primary residence
  - 39 have local addresses and it is their primary residence

**Previous Council Action:** The Council continued to discuss limitations on the location and number of vacation rentals at a special meeting on February 15, 2016. The discussion centered on

the white zone (where they were not allowed by previous regulations) and the green zones (where they were allowed). On March 20, 2016 Ordinance #6, Series 2017 was introduced. The discussion centered on the allowance of primary residences being considered as a separate category. The first reading was continued to May 15, 2017 because of the absence of Council members until that date. The minutes from that meeting are included to refresh everyone's memory.

**Discussion:** The latest version of Ordinance #6, Series 2017 is included for discussion at this meeting. The differences from the previous ordinance are:

- A definition for "primary residence" has been included and the manner in which the determination will be made has been included in Section 1,

*Provide two of the following:*

*a. motor vehicle registration*

*b. driver's license*

*c. Colorado state identification card*

*d. tax documents*

*There can only be one primary residence.*

- Language which exempts primary residences from the 35% cap is included in Section 2, 16-14-90 b, 3 in the green zones (where they are currently allowed) and

- Language has been included in 16-14-90 b, 4 that allows vacation rental in the white zones (the currently prohibited zones) if the property is a primary residence.

**Issues and Questions the Council needs to address:** Several questions have come up relative to the exemption of primary residences from the limitations in the rest of the ordinance.

1. It seems that we in fact will have to keep tabs on two types of licenses. Those that are associated with primary residences and those that are not. There are 938 free market units in the Town. Out of town owners own 485 units. There are 448 with local mailing addresses. Of the 244 BOLT licenses that now exist for vacation rentals, there are currently 73 that are held by people with local addresses that might qualify as primary residences. The number of non-deed restricted residences in the green zones is 600. Of these 285 could be considered primary residence by the definition. Given that 23.8% of non-deed restricted residences are owned by non-primary residents currently have vacation rental licenses, does the council want to lower the 35% number? To re-state the question, in the green zone, where a 35% cap is proposed, the current percentage of non-primary residences with BOLT licenses is 23.8%. The total percentage of non-deed restricted residences in the green zone with BOLT licenses is 33.6%. This includes both primary and non-primary residences. If primary residences, of which there are currently 59 with BOLT are not covered by the cap then the percentage falls to 23.8%.
2. It should be noted that determining whether a property is a primary residence is not as easy as it may seem. We have identified that some owners with local addresses in fact have multiple residences in the County and the property in Town may not in fact be where they live the majority of the time or at all but they may be able to qualify under the identified requirements in the definition. Of the 73 Vacation rental BOLT licenses that have local addresses, 34 live in Town in a residence other than the one they short term and 39 vacate their residence to short term rent. How to refine the definition to eliminate these is a question.

3. Should there be any limitation on the primary residence licenses? If the number of licenses is not regulated then should the number of days that primary residences can be short termed be limited? If in fact the objective is to allow primary occupants to augment their income then at what point is this accomplished yet assure the residence is indeed occupied by locals as a primary residence.
4. If we have two types of licenses should there be a different fee structure for each one?

**Recommendation:** The Council needs to clarify the questions above. If consensus is reached, direct the staff to make the appropriate changes and either continue first reading of the ordinance or set for public hearing on June 5, 2017.

**Proposed Motion for ordinance #:** I move to set Ordinance #6, Series 2017 for public hearing on June 5, 2017 with the following changes....

**ORDINANCE NO. 6**

**SERIES 2017**

**AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AMENDING THE DEFINITION OF VACATION RENTAL IN SECTION 16-1-20 OF THE CRESTED BUTTE MUNICIPAL CODE; AMENDING SECTION 16-14-90 OF THE CODE TO INCLUDE REGULATIONS FOR VACATION RENTALS; AND MAKING SUCH OTHER CONFORMING CHANGES TO THE CODE IN CONNECTION THEREWITH**

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

WHEREAS, on September 26, 2016, the Chairperson of the Crested Butte Short-Term Rental Committee (the “**Committee**”) presented to the Town Council during a Special Meeting a Town Staff Report regarding the Committee’s findings and recommendations respecting the impacts of vacation rentals and the regulation of the same in Crested Butte;

WHEREAS, during such Special Meeting, after presenting the Committee’s findings as detailed in the Town Staff Report, the Committee and Town Staff made 14 recommendations regarding the Town’s regulation of vacation rentals;

WHEREAS, the Committee’s recommendations addressed, among other things, neighborhood and community impacts respecting vacation rentals;

WHEREAS, the Committee’s recommendations addressed the adoption of limits on vacation rentals in certain zone districts based on the impacts such lodging type uses are having in primarily residential neighborhoods;

WHEREAS, the Town Council, after hearing the presentation by the Committee, and receiving public comment from the community at the September 26 Special Meeting, held public meetings on October 17, November 14, December 5, and December 19, 2016 and January 3 and January 17, 2017, culminating in the adoption of Ordinance Number 12, Series 2016 during a public hearing on February 6, 2017 which adopted regulations for licensing vacation rentals;

WHEREAS, during a Special and Regular Meetings of the Town Council on February 15 and March 6, respectively, the Town Council considered options for the adoption of limits on vacation rentals in certain zone districts based on the impacts such lodging type uses are having in primarily residential neighborhoods;

WHEREAS, following receipt of public comment on the adoption of limits on vacation rentals in certain zone districts based on the impacts such lodging type uses are having in primarily residential neighborhoods, the Town Council instructed Town Staff to prepare an ordinance that, among other things, limits the number of vacation rentals in certain zone districts; and

WHEREAS, the Town Council hereby finds that limiting the number of vacation rentals in certain zone districts based on the impacts such lodging type uses are having in primarily residential neighborhoods as reflected in this ordinance is in the best interest of the general health, safety and welfare of Crested Butte, its residents and visitors alike.

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

**Section 1. Amending Section 16-1-20.** The definition of vacation rental in Section 16-1-90 is hereby deleted in its entirety and replaced with the following new definition thereof and a new definition of primary residence is hereby added which read as follows:

“*Primary residence* means a residence which is the usual place of return for housing as documented by at least two of the following: motor vehicle registration, driver’s license, Colorado state identification card, voter registration, or tax documents. A person can have only one primary residence.

*Vacation rental* means (i) the rental or lease of a property for a period of 29 or less consecutive nights or less; or (ii) the rental or lease of no more than two sleeping units within a property for a period of 29 or less consecutive nights where the owner or agent is present during occupancy. Vacation rental use is not a residential use.”

**Section 2. Amending Section 16-14-90.** Section 16-14-90 is hereby deleted in its entirety and replaced with the following new Section that shall read as follows:

**“Sec. 16-14-90. Limitation on Vacation Rentals.**

(a) *Intent.* The use of property as a vacation rental has impacts on the neighborhoods not unlike that of bed and breakfasts, hotel or lodges and motels. The impacts of vacation rentals on neighboring uses can be significant when the vacation rental property is occupied by multiple tenants in consecutive tenancies throughout the year. The commercial aspects of vacation rentals can have detrimental effects on the quiet, dignity and neighborliness of adjacent residential uses and therefore should be regulated to protect the health, safety and welfare of Crested Butte.

(b) *Limitations.* There shall be imposed limitations on vacation rentals as follows:

- (1) Vacation rentals are not allowed in bed and breakfasts, condo hotels, hotels or lodges, motels or short-term residential accommodations uses as defined in the Code, as amended.
- (2) Vacation rentals are not allowed in any property that is subject to a deed restriction, covenant or other Town restriction or requirement regarding occupancy where the use as a vacation rental is inconsistent with the intent of such deed restriction, covenant or other Town restriction or requirement.
- (3) Vacation rentals are permitted in the “R1,” “R1A,” “R1C,” “R2,” “R2C,” “R3C,” “B3,” and “B4” Districts, provided that the number of vacation

rentals shall at all times be limited to 35% of the total free market residential units in such Districts cumulatively. Vacation rentals beyond the 35% limit will be issued if the vacation rental also serves as a primary residence of the vested title property owner.

(4) Vacation rentals are not permitted in the “R1B,” “R1D,” “R1E,” “R4,” “R2A,” “B1,” “B2,” “M,” “T,” “C,” “AO,” and “P” Districts unless the vacation rental also serves as a primary residence of the vested title property owner.

(5) Any property for which a Business Occupation License for a Short Term Rental as of *TBD – effective date of this Ordinance* has been approved in 2017 in any zone may continue to operate as a vacation rental where such property owner has and maintains a vacation rental license as required by Chapter 6, Article 6, until such time as the property is no longer licensed and used as a vacation rental for a period of one year or the title to the property has been transferred to a new entity and the transfer is subject to the “Land Transfer Excise Tax.”

**Section 3. Amending Section 6-6-70.** Section 6-6-70 of the Code is hereby amended by adding a new subsection (a) thereto that shall read as follows, and renumbering all the subsections thereafter starting with existing subsection (a) which shall be renumbered subsection (b), and so forth:

“(a) Vacation rental licenses shall be issued on a first come first serve basis. If needed a waiting list of applications shall be maintained and reviewed as licenses become available.”

**Section 4. Severability.** If any section, sentence, clause, phrase, word or other provision of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases, words or other provisions of this ordinance, or the validity of this ordinance as an entirety, it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

**Section 5. Savings Clause.** Except as amended hereby, the Crested Butte Municipal Code, as amended, shall remain valid and in full force and effect. Any provision of the Code that is in conflict with this ordinance is hereby repealed as of the effective date hereof.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017.

TOWN OF CRESTED BUTTE, COLORADO

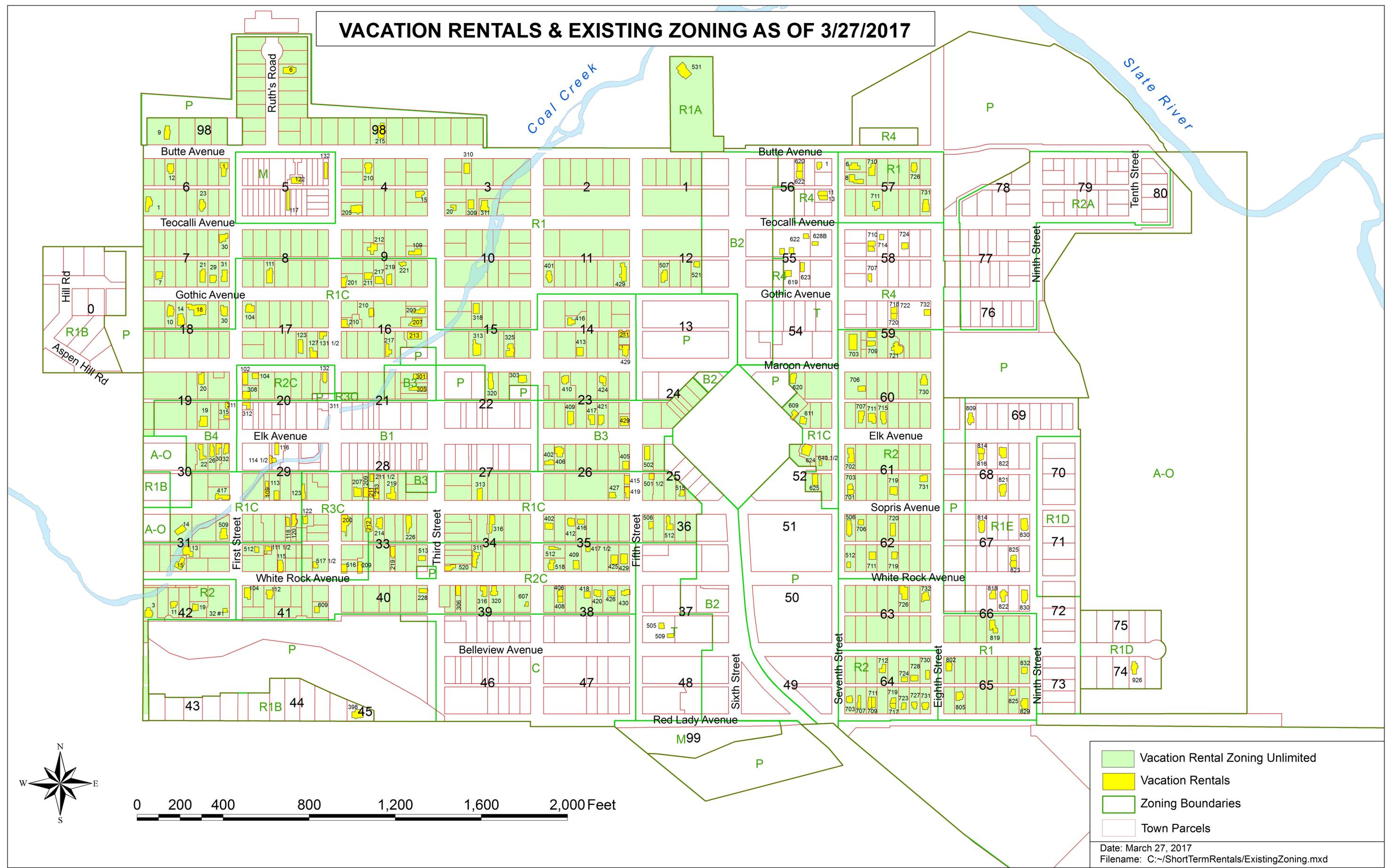
By: Glenn Michel, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]

# VACATION RENTALS & EXISTING ZONING AS OF 3/27/2017



- Vacation Rental Zoning Unlimited
- Vacation Rentals
- Zoning Boundaries
- Town Parcels

Date: March 27, 2017  
 Filename: C:\ShortTermRentals\ExistingZoning.mxd

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

Mason read the title of the ordinance, and he provided history of past discussions. The issue was that they didn't want the community to turn into hotels. The ordinance addressed putting percentage limitations in the zones, and he listed zones that were included and not included. Mason explained the process for the meeting.

Schmidt asked Belkin about primary residences. Belkin stated they could use primary residence, but they had to under the concern of neighborhoods turning into lodging districts. Merck confirmed Schmidt wanted to allow primary residents to short-term rent in zones where it wasn't allowed. Mason referred to the green zone, and he acknowledged they were looking at 30% of the green zone having short-term rental licenses. They were considering a cap of 35% in the green zone and not allowing any more rentals in the other zones. Mason's goal was to get something that didn't get bogged down in primary residence versus non-primary residence. He reiterated there were 32 licenses remaining to get to 35%. Merck identified that they wanted to protect long-term residents the most.

Merck asked if the previous years' licenses had to be concurrent in the white zone in order to apply for a license again. Petito questioned if preference could be given to people in the white zones who had licenses before the moratorium rush. Ladoulis thought the spirit would be honored even if they had a license in 2015. MacDonald confirmed they were discussing that they would allow lapsed licenses in the white zone to renew. Schmidt didn't think they needed to go back beyond 2015. Mason questioned how they were upholding if they allowed lapsed licenses to be processed. He would then be more in favor of allowing x percentage in white zones. If they talked about increasing in other areas, they needed to talk about the percentage. He was comfortable with the ordinance as presented.

Schmidt wanted to confirm the license went with the property, and he questioned property versus license. Gillie stated that licenses were associated with property and an owner. MacDonald understood licenses were not transferable. Belkin elaborated that a vacation rental license was tied to the property but not the owner. Gillie said the trigger was tied to the RETT. Mason wanted to be sure licenses were non-transferable. MacDonald explained that if the sale triggered the RETT, the license would not transfer.

Mason opened the meeting to public comment:

Steve Brown - 81 Par Lane

- His main concerns were: 1) they may be passing an ordinance that was setting Town up for litigation and 2) the effect of limiting on STRs could have negative impacts on the economy.
- Cited rent control statute, and he read the statute. He explained it had been ruled constitutional, and the Telluride ordinance was invalid for violating the state law.

- Questioned if anyone had a compelling argument that would actually bring back neighbors.
- All people were entitled to the same rights under the law.

David K. Owen - 903 Elk Ave

- Do not enact a prohibition by zone of short-term rentals.
- He wondered why the Council felt there was an issue with short-term rentals.
- Hard cap reminded him of Whatever USA wristbands.
- People would get licenses just to get them to add value to their homes.
- A hard limit meant less tourists and less money. It would lead to more dark houses around Town. It would not have an impact on affordable housing.
- A hard cap was logical and fair if they must make a prohibition by zone. Grandfathering was not fair or logical. If there were prohibited zones, then take the grandfathering away.
- Do not pick winners and losers.

Caren Carroll - 809 Sopris

- Agreed with Owen.
- The IRS Code clearly defined primary residence. The IRS allowed rentals of primary residences for 14 days.
- Consider locals who were short-term renting for a short period of time to pay bills.

Liz Sawyer - 810 Sopris

- Agreed with Owen.
- Unfair to restrict in zones in areas where Town had overlooked and issued licenses.
- There were a ton of locals in Verzuh Ranch.
- Extra income was wonderful.
- Her license had lapsed.
- She was asking for six weeks to short-term rent to help with income.

Don Pulley - 810 Whiterock

- He should have got his license (when he could).
- It was tough to swallow.
- Suggested they offer another deadline.

Todd Carroll - 809 Sopris

- He wanted to talk about the white zone. They were starting to think about short-term renting now.
- There was a worry, if licenses were non-transferable, the white zone would be a dark zone.
- It would help to keep locals in Town if they were allowed to short-term rent.

Susan Eskew - 201½ Gothic Ave

- Told the Council to think about the middle-class that was represented in the room. Consider the guests as well.
- Changing the market to allow 30-day rentals attracted a different type of people.

Jim Starr - 323 Gothic

- They were on the right track.
- They would address people tonight by taking Schmidt's suggestion (on primary residence).
- Don't be scared by legal action.
- Keep community and promote people already living here.

Mindy Sturm - 117 Teocalli

- Thanked the Council for opening up discussion in white zones.
- She was not sure what they were trying to solve.
- Town was known to write bad policy that was not enforced.
- She brought up aging parents and that people could have to leave to take care of them.
- By limiting white zones, they were limiting the locals of the Town.
- It was poorly written policy that should not be passed. There were loopholes and room for a lawsuit.

Mason brought the meeting back to Council discussion. He saw a strong showing from people in excluded areas. Mason said they were trying to limit rentals in the green zone and had to discuss what they should do in the white zone. He thought the green zone was in good shape. He reminded the Council that the white zone also included the mobile home district and other high-density zones. Ladoulis thought the comments from the public were consistent with the spirit of what they were trying to accomplish. They needed to get the primary residence question raised and answered. Mason identified the problem as the conversion of residential properties into commercial businesses. Merck thought the community was asking to be able to fairly rent their homes to be able to stay.

Mason referred to the questions asked by Brown during public comment. Belkin stated the interpretation of the rent control statute didn't apply. Mason reiterated they didn't want residential areas to turn into commercial zones. They were currently discussing equality and fairness. He thought it was difficult to differentiate between a primary and a non-primary residence. They were trying to address the issue of allowing things to happen that shouldn't have been allowed. Mason saw they would have the silver bullet if they could define primary residence. Merck thought if they didn't allow a primary resident to rent, they would lose more than they would gain. Petito would like to see a 20% limitation in both zones, with the exception of primary residences. He didn't want people to come to Town to buy mini hotels. Schmidt stated all zoning was unfair. Belkin recognized how they supported was the key to the legality of the primary residence question. Schmidt wanted to add in the primary residence allowance. Petito thought they would be on solid ground with the IRS definition of primary residence.

Mason asked the Council about limiting. Schmidt said the questions were if they allowed primary residents to rent and how long they allowed it. Belkin didn't think the definition of primary residence was the challenge. Mason identified the focus was on when the Town considered that a residence became a commercial business. Gillie pointed out locals could create commercial operations as well. Ladoulis was okay with an exception for primary residence because it reflected the spirit. Petito was agreeable to the primary residence exception, too. It

was summarized that Council was going back to looking at primary residences being exempt from the permit cap.

MacDonald asked if they wanted to limit the number of days for primary residents. The Council wanted to see some limit on the number of days. She asked if they were changing the percentages. Mason said currently they were not. Ladoulis stated there could be two tiers of licenses. MacDonald recapped they would modify the existing ordinance to allow another track that would apply to the entire town for primary residences. Gillie questioned non-primary residences in white zones. They could maintain renting as long as they maintained the BOLT. MacDonald recommended they continue the first reading of the ordinance.

Schmidt moved and Merck seconded a motion to continue the first reading of Ordinance No. 6, Series 2017 with direction as specified by the Town Manager to May 15<sup>th</sup>, 2017. **Motion passed.**

Mayor Michel returned to the meeting, and he took his seat.

**Hunter Baker  
The Kuretich House  
418 Third Street  
PO Box 676  
Crested Butte CO 81224**

4 May 2017

The Town Council

Glenn Michel, Mayor  
Roland Mason, Mayor Pro Tem  
Jim Schmidt  
Chris Ladoulis  
Paul Merck  
Jackson Petito  
Laura Mitchell

Ladies and Gentlemen:

I am appalled by your short-sighted decision to pave 412 Third Street with asphalt for parking—cutting down a grove of mature aspen trees and other saplings in the process. I have been around town since 1968. Though I have not lived here full time since then, I have lived, worked, contributed and benefited as a part of this Town every year since then. What you are doing is not consistent with the values I learned growing up here. So I suppose it only fair to ask you to account for what you are doing against your own stated values and priorities—where relevant. Those Town Council Values and Priorities as set out on your website are:

Protect our High Quality of Life  
Preserve the Historic District  
Support a Sustainable and Healthy Business Climate  
Maintain a 'Real' Community  
Embrace Resource Efficiency / Environmental Stewardship

My wife and I own the Kuretich House, 418 Third, immediately adjacent to the land you are paving. And so of course we have a personal interest, but that is always the case in these things, and I will try to point out here why paving 412 Third for parking is short-sighted and wrong for the Town.

In conclusion, I will ask you to do the right thing—which is to change course; and I will offer, again, to help.

Turning to your values:

1. Preserve the Historic District. 412 Third sits at the heart of the Town's zone of National Register of Historic Places. I refer to 412 Third as the "Miners Lot", since the prior owners had dreams on Mt Emmons in the late 60s early 70s and used to leave their rock samples in the original building on the site.
  - a. The shed on the property is a designated historic building (pink on the Town's parcel map). However, the Town has no plan for preservation or restoration—and a long term vision for the building should be agreed before the building is simply surrounded by asphalt. The asphalt will slope north and towards this historic shed where a drain will be placed. The fact is that all drains are mostly frozen up every winter. Your asphalt will thus flood the snow storage melt and ice creep onto the

foundation of an historic building. What preservation plan for your own historic asset is this? None. Or do you just intend to wait for the shed to fall down—which in light of the Town’s obligation to maintain the status of the historic district is worse than no plan.

- b. Next to this new parking lot are the Kuretich House (ca. 1885) and the Spehar House, both primary (mapped red) historic buildings on the NRHP map. The Kuretich House was painstakingly restored by Susan Anderton under the usual scrutiny of BOZAR. The house is a long-term residence—not a commercial building (cf the Elk & First St. lot) and has been maintained as such. The Town needs to recognize the harmful impact to BOZAR/preservation goals of installing parking on the third side of a designated historic house in the heart of the National Register district. The landscape in which these houses sit matters. Converting the Miners Lot to strip mall style parking damages the Town’s claim on history. That is not the way these houses were; the large and old aspens at the back of the Miner’s Lot that you have cut down provided a buffer—Crested Butte style—between the commercial district, the Kuretich House and the Spehar house. Your plan similarly impacts the Kuretich sheds (418 Third), also listed pink on the Register/Parcel Map. So if the historic trees are cut down and asphalt installed right up to the doors of buildings mapped as essential parts of the Historic District is the Council engaged in preservation? Come on.
- c. And will the next owner of the Kuretich House retain and maintain historic, single pane windows overlooking the Town’s latest asphalt parking lot, or on the west facing the street parking lot?? Is it reasonable to expect any owner of the Kuretich House to put up with this as a long-term residence?

Lip service is not an honest commitment either to historic preservation or to a ‘real’ community (see below); it’s just BS.

## 2. Embrace Resource Efficiency / Environmental Stewardship

- a. Without your asphalt, substantial melt out of the snow storage seeps slowly into the ground water. Paving just throws more melt water directly into Coal Creek/Verzuh ditch run off during the mud/flood season. Step by step, further paving increases flood risk and town mitigation costs. And asphalt is oil. Where’s the environmental commitment here? Why not create a flexible green solution that at least looks different to 1960s strip parking?
- b. A grove of mature aspen has been cut down in the last week to provide space for pavement—probably over 15 mature trees. I haven’t yet confirmed the number or whether they were put to good use or just thrown in the chipper. Totally unnecessary: diagonal parking for up to ½ the proposed cars could have been provided on the Miner’s Lot without felling any timber. As one of the people who volunteered and planted trees in parks of this town (Totem Pole Park when we built it in the early 80s and down by the Tennis Courts the same year (those trees also axed by the Town in recent years for parking)), I find this unconscionable.

3. Protect our High Quality of Life; Maintain a ‘Real’ Community. Is surrounding any long term permanent residence—any designated “primary” historic house, with parking on 3 sides really consistent with preserving “our high quality of life?” And how about protecting and maintaining the ‘Real’ Community? How likely is it over the next 25 to 50 years that a small,

high quality historic home surrounded by parking on 3 sides will remain a permanent, 'real' residence—or will it drift like so many other dwellings into short term vacation rentals. Or worse will it drift down in maintenance and preservation (remember historic preservation is almost all privately funded by owners and indirectly by renters) because future owners just don't value an old house in a landscape that has been allowed to become a parking district.

The Council needs to get real. There is an economic reality to maintaining an historic district (as per BOZAR) AND wanting that district to be full of long term residents. For that vision to stand the Council needs to preserve landscape values commensurate with the high, private costs of restoring and maintaining historic (or newly built but fitting) homes. Yes, a park at 412 Third out of the "parking fund" means investment by the Town; but investment very related to the costs that separately we all pay—either directly or indirectly—to preserve historic homes and an historic feel through BOZAR. And let's just face the facts about the money: the Town bought the site to preserve a key snow storage location—which matters to everyone as costly as it is. Trying to dress it all up as a million-dollar parking lot for a few more cars doesn't change the Town's true and legitimate rationale for the spend.

The Town has a duty to deliver a landscape commensurate with the obligations undertaken by private owners and renters to preserve the historic district. Protecting "Our High Quality of Life" means "Our" life in Crested Butte which—for most of us—has never been about living in parking lots. Jam the historic residential district with cars, exhaust, headlights into the front room, the dining room, the kitchen . . . and over time long term families and the rest of the permanent 'real' residents will not be fooled by the Council's lip service to "Our Quality of Life." They will choose to move and choose not to bear the cost of historic building preservation. If the landscape planned and created by the Town does not buttress the private investment costs of preserving history —then over time the affected buildings will be left to fall to the mean land values, because the houses will not be attractive long term places to live.

4. Support a Sustainable and Healthy Business Climate. The notion that more summer parking will bring more summer sales revenue on Elk is folly. Cars don't buy things. If you want to boost sales, take care of the people who buy. What business needs in the core is a real transportation solution and more green space for people, not less.
  - a. Visit Aspen, Boulder, any similar, successful mall and there is meaningful landscaped space for people to rest, think, do nothing, decide what they want. How do you buy art or good clothing or make any other higher end purchase? Usually we need some time to think about it . . . justify it . . . and a place to wander or sit. Landscape matters, and that is what great open malls understand and strip shopping centers do not. Cars are tools to be put away like a hammer or the broom. The focus of great street malls/street communities is on getting customers to stay longer and for people to stay and to enjoy. That doesn't happen at the mall's parking lot. And it won't happen at the parking lot you are building at 412 Third right in the heart of the Town's commercial and social hub.
  - b. On Elk Avenue in the main summer high season there is hardly a place to sit and eat an ice cream cone, never mind sitting down to talk with your partner about a \$500 piece of art you're thinking of buying from a gallery or the new mountain bike, or clothing etc. There are hardly any spots to park Grandma while you put in a shopping mile browsing up and down Elk; and the dog has to be walked anyway and the nearest dog friendly spot is way down past the 4 way. So what do you do? You

give up for the day and walk back to the car and head home. The commercial outcome? Lost sales or even “No Sale” on Elk Avenue.

- c. I’m not promoting Elk Avenue as a mall. We have to use and to improve what we have; and spots like the Miner’s Lot—cleaned up and maintained—offer essential summer space for people, within a landscape where visitors really experience this National Historic District. People, not cars, are the potential customers. We will never win trying to compete with “parking convenience.” Genuine experience of the Historic District in a humane, small town landscape, not parking lots, is what drives repeat business to Crested Butte.

5. What you should do and what I would do.

- a. Asphalt has always been the easy way out for towns and town planners. That’s why the world is full of it. I don’t deny there is a problem transporting people to the main Elk Ave area in summer. From the Kuretich House we see all the challenges—day and night—including the ones who just try to come in after closing time. But asphalt for a pittance more cars is a de-minimis effort at the cost of every other value your Council professes to support.
- b. You were elected to execute your values (not pay them lip service) and to take a long-term view about how the town should look. A better strategic transport plan must be developed—whether it is something like a Lyft on call Town van extension of the bus service, coupled with parking permits or otherwise—it’s up to you to develop it or to facilitate that development. A real solution is highly challenging and highly political but that’s why the Council is elected.
- c. I have always thought that if I want to persuade others I need to be prepared to invest in what I think is right. It’s not just that I volunteered to plant trees with others almost 40 years ago in other public spaces in town. As you may (I hope) know, in 2015 I also offered to the Town, orally and in writing, before the Town cemented its purchase, to partner financially on 412 Third on a basis that would deliver snow storage and preserve historic values and public open space. My proposal in 2015 was ignored/rejected and now in the past week most of what I valued in the property has been cut down and excavated.
- d. So here is my ask and my offer: Revise the decision to pave 412 Third Street in support of the values you say you believe in. It’s the right, long-term step to take. My family will personally supply trees and shrubs for the Miner’s Lot if you will join us and any other volunteers in planting those trees and landscaping the Miners Lot with the Town to preserve a better historic landscape and public space at 412 Third.

I’d be happy to visit with any of you further about this at our house.

Very truly yours,

Hunter Baker

**From:** [gareth & linda roberts](#)  
**To:** [Lynelle Stanford](#); [Michael Yerman](#); [Bob Gillie](#)  
**Subject:** Development off of Gothic Road and Teocalli  
**Date:** Wednesday, May 03, 2017 10:06:11 AM

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Please forward this to the members of the Town Council and BOZAR.  
Please include the attached image.

I have concerns about the drainage issues that may occur as a result of the planned development of the Kapushion area extending Teocalli, Sixth Street Station and the County approved development just east of Butte Ave and Gothic Rd (Cyprus Foothills).

While I will not be directly impacted, I think there will be many homeowners in the area surrounding this proposed development area that will be.

If you look at the attached picture you can see that after the construction of Anthracite Place, "Lake McGill" is even larger than usual and has not dissipated in the past 2 months. The lots where Sixth Street Station is a natural drainage area that, similar to Lake McGill, fills with water certain times of the year. If a large structure is placed on this property, with a basement to boot, the drainage water will migrate subterraneanly to the East causing more problems for the affordable housing in that area.

By also having the lots developed in the new Kapushion area and the lots in the Cyprus Foothills area, there will be significant alteration of the natural drainage that the vacant land now absorbs.

I ask that you please pay extraordinary attention to the plans for drainage when approving these developments. In particular, I think both the developer and future owners of Sixth Street Station are making a big mistake in building underground parking, which will have a significant negative impact on existing Crested Butte homeowners and probably will be a disaster for the development itself.

I am not opposed to any of these developments, I just want to make sure that the developments are done correctly taking into consideration the impact it will have on the surrounding area.

Sincerely,  
Linda Roberts  
12 Ruth's Road  
Crested Butte, CO 81224  
970-302-7423



For Sale  
McGill  
Properties  
349-5179  
PREMIER FRONT LEVEL

**June 5, 2017**

**Work Session**

- 1) Update from Lisa Wishard Regarding the State of the Library
- 2) Update from Zach Vaughter from Coal Creek Watershed Coalition (CCWC) on the Gunsight Reclamation Project
- 3) Gunnison Public Lands Initiative

**Consent Agenda**

Approval of 2016 Audit

**New Business**

**June 19, 2017**

Amendment to IGA with Gunnison Valley Regional Housing Authority (GVHRA)

**Future Work Session Items:**

- Camping @ Town Ranch (allow? Not allow? Allow camping in other places?)
- BLM and OBJ Campground/Seasonal Housing Shortage (this could be combined with others – especially the Affordable Housing item at the bottom of this list)
- Perimeter Trail – Update, timelines, costs, what does this look like when finished
- Land Trust and Town Preservation Priorities – basically a joint planning/discussion with the CBLT (maybe in Exec Session if they would like) to confer on the priority parcels identified by the CBLT and the priorities of the Town (for planning future open space acquisitions). Maybe even a discussion about purchasing trail easements.
- Elk Avenue Rule Set re: Private Clubs – the whole “private clubs on Elk Avenue” concern that was raised when Irwin obtained a private liquor license for the Scarp Ridge Lodge.
- Affordable Housing/Density/Workforce – Blk 79/80
- Special Events
- Parking, Public Service, and Speeding

September and October work sessions are reserved for budget.