



*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 Meeting Town Council Meeting**  
**Thursday, August 28, 2014**  
**Council Chambers, Crested Butte Town Hall**

**6:00 SPECIAL TOWN COUNCIL MEETING CALLED TO ORDER BY MAYOR OR MAYOR PRO-TEM**

**6:02 APPROVAL OF AGENDA**

**6:05 PUBLIC HEARING**

1) Discussion of Major Special Event Permit Application by Western Colorado Events, LLC for Activities to be Held in Crested Butte between August 26, 2014 and September 12, 2014 and Resolution No. 11, Series 2014 – A Resolution Approving the Application for a Major Special Event Permit by Western Colorado Events, LLC for Activities to be Held in Crested Butte between August 26, 2014 and September 12, 2014. (*continued*).

2) Ordinance No. 10, Series 2014 – An Ordinance Amending Chapter 6 of the Crested Butte Municipal Code to Add Regulations for the Creation of an Entertainment District in which Common Areas for the Consumption of Alcohol May be Operated by a Promotional Association.

**8:30 NEW BUSINESS**

1) Resolution No. 10, Series 2014 - Resolutions of the Crested Butte Town Council Creating an Entertainment District Authorized by C.R.S., § 12-47-301. (*if necessary*).

2) Discussion and Possible Action Regarding Letter of Support for Fund Raising Effort for the Center for Arts for a New Arts Facility Located at Lots 6,7,8,9,10 and 11, Block 50, Crested Butte.

**8:40 ADJOURNMENT**



# Staff Report

## Final

August 27, 2014

**To:** Mayor and Town Council

**Prepared by:** Todd Crossett and Senior Staff

**Subject:** Proposed Special Event on September 5<sup>th</sup> – 7<sup>th</sup>, 2014 by Western Colorado Events

**Date:** August 27, 2014

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**Summary:** Western Colorado Events has submitted a request to the Town, to hold a major special event on Elk Avenue and at the Big Mine Arena from September 5<sup>th</sup> to 7<sup>th</sup>, 2014. The event would be put on for the Anheiser Busch beverage brand, Bud Light. It would be both a special event and a commercial shoot, footage from which would be used in a national advertising campaign.

The event would include approximately 1,000 selected “contestants” from across the US in the 21 – 35 age-group along with up to approximately 400 set-up and support staff (not all of whom would be in Town at one time). The contestants and staff would be transported by plane to the Gunnison Airport and then to the Town of Crested Butte by bus. The contestants would be lodged at Mt. Crested Butte and participate in activities primarily located in the Town – on Elk Avenue between 4<sup>th</sup> and 1<sup>st</sup> and at the Big Mine Ice Arena specifically.

Residents and visitors over the age of 21 would be welcome at most of the Elk Avenue events. The activities at the Big Mine would be closed events for contestants only.

The event would begin on the afternoon of Friday the 5<sup>th</sup> on Elk Avenue with a welcoming ceremony on Elk followed by a small parade and music at a main stage at the west end of the event area. Public over the age of 21 are welcome. From 10:00 to 1:00 am, the contestants would proceed to the Big Mine Arena for a closed party to include music and dancing. All event activity, including lighting and music would cease on Elk by 10:00 pm. At 1:00 am, contestants will be bused to Mt. CB.

Contestants would come down to the Town Saturday morning. Activities throughout the day would take place within the Elk Avenue event perimeter. They would consist of buskers (street performers) staged around the event area and musical acts on the main stage at the west end of the event area (see map). Musical acts will not be “A Level” but instead would consist of a mix of local musicians, regionally known musicians, and up-and-coming acts known on youtube but not yet mainstream. Events will also include “stumble upon events” which are low impact activities

such as games, low-key races and curiosities. Most would be open to the public. Some would be closed to contestants. Activities would take place on both the street and in private businesses.

Contestants would dine downtown Saturday evening – roughly between 6:00 and 8:00. The public is welcome to eat on their own at Elk Avenue restaurants or other restaurants in town. Music and special lighting on Elk would desist at 10:00 pm. The contestants would then move to the Big Mine Arena for a closed party involving music and dancing until 1:00 pm. They would then be transported to Mt. CB where they are lodged.

Some contestants may dine on Elk for breakfast Sunday morning before being bused back to the airport for their return home. Elk will be fully open Sunday to all public, including minors, and event infrastructure will have been removed. The Farmer's Market will be open as usual and will be unaffected.

The Elk Avenue event area will be fenced off from 4<sup>th</sup> to 1<sup>st</sup>, roughly from alley to alley. Both a rough and detailed plan is included in the packet. Small changes may have to be made as individual access concerns and issues come to light and are remediated. There would be twelve access points around the perimeter. Emergency vehicles would be accommodated and EMS and Fire plans are included. Contestants, residents, visitors, staff, entertainment and others would be identified by coded wrist bands that they receive at access gates. Each would have specifically colored bands. Residents and visitors over 21 would receive a band providing them full access to Elk Avenue and most of the events. Minors will generally not be allowed within the event perimeter during the event. However, minors who work on Elk, minors who live on Elk or minors, such as underage Enduro competitors, who need to use the bike shop or other services will receive a specifically colored wrist band that will allow them access but would deny them access to alcohol.

A small carnival would be set up within the Big Mine event perimeter and part of the closed parties on Friday and Saturday nights.

The applicant will fund alternative events for minors during the event, outside of Elk Avenue.

The Big Mine area will be permanently closed for private events operating from 10:00 pm to 1:00 am on the 5<sup>th</sup> and 6<sup>th</sup>. Residents within a 250 foot perimeter will be notified in writing of the Big Mine Event and will be offered an option to spend the night elsewhere due to late night noise.

Businesses will remain open, at their own discretion, to the general public throughout the event.

An entertainment district has been proposed that, if approved, would be used for the event. The consumption area would be delineated within the event area. If the entertainment district is not passed, traditional alcohol permits have been applied for and would be set up in beer-garden style per usual practice.

Several Town ordinances would need to be waived, including noise, signage and lighting. The specific ordinances are delineated in the resolution.

Built objects, including a stage, decking and assorted objects are required to have a CAD, an engineer's stamp and inspection certificate. CADs are included in the packet. Town staff is required to sign off on required documentation for all built objects prior to use.

The Big Mountain Enduro will also be in Town during that timeframe. The two events have met and reached agreement on mutual operations and, as far as the Town is aware, are in accord as to how both events will coexist.

The entire Marshall's Department will be on call that weekend at the applicant's expense. Additionally, the applicant will bring in 80 trained security personnel at its expense. The security contractor will be Patriot Group. Chief Marshall will be the lead and final word on all security and law enforcement issues in the Town.

Attached to the Permit are specific plans that delineate how the event will be run and how potential risks and impacts would be mitigated. These plans have been substantially vetted by staff. The Contract gives staff "field authority" to deal with issues as they arise or to amend details as necessary.

The applicant proposes to begin staging at the Big Mine Ice Arena on August 26<sup>th</sup> if approved by the Council. Set up and a rolling closure of Elk Avenue would commence on September 2<sup>nd</sup> and continue throughout the week (see Street Closure Plan).

The applicant requests access to the public parking lot on 1<sup>st</sup> and Elk for staging, commencing on August 26<sup>th</sup> until the 9<sup>th</sup>.

The applicant would strike all Elk Avenue infrastructure Saturday night. Staging would remain at the Big Mine Arena through the 9<sup>th</sup> and would be removed at that time.

Town crews would be sweep and seal coat Elk Monday morning at applicant's expense. Elk would be restriped Tuesday morning at the applicant's expense.

The applicant has agreed to donate \$250,000 to a Town Project, preliminarily proposed as an addition to the Big Mine ice and nordic facility.

### **Legal Implications:**

The following Town ordinances would need to be waived for this event:

- (1) Chapter 10, Article 9. (Regulation of Noise);
- (2) Chapter 16, Article 17. (Lighting);
- (3) Chapter 16, Article 18. (Signs);
- (4) Section 7-2-20 – Posting Handbills, poster and placards;
- (5) Section 10-10-30 - Interfering with use of streets or sidewalks;

- (6) Section 10-3-40 – Obstruction of public right-of-way;
- (7) Section 10-3-70 – Damage or removal of street signs;
- (8) Section 11-2-30 – Occupancy of public right-of-way prohibited with encroachment license; application fee;
- (9) Section 11-2-40 – Temporary construction within public right-of-way restricted;
- (10) Section 11-3-160 – Signs;
- (11) Section 16-2-20 – Restrictions; and
- (12) Section 18-13-40 – Building Permit.

**Financial Implications:**

Through an expense reimbursement agreement, the applicant has born costs associated with the special event to date and is obligated under the proposed contract to carry the cost of the event at no cost to the Town and additionally to provide financial remuneration on a number of issues, including:

- Financing of activities for minors
- Offer of relocation of affected residents within 250 feet of the Big Mine Arena
- A \$250,000 dollar donation to a town project
- Restoration of all Town infrastructure to its original state
- A contribution to 1% for Open Space

**Supporting Documents:**

The details of the proposal and town requirements are included in attached specific plans and site maps:

- Master Site Plan
- Street Closure Plan
- Transportation Plan
- Security Fencing Plan
- EMS Plan
- Communications Plan
- Credentialing Plan
- Power and Generator Plan
- Lighting Plan
- Sound Plan
- Signage and Architecture Plan
- Restroom Plan
- Waste Management Plan
- Painting Plan

- Alternate Community Activities
- Sales Tax
- Relocation Plan
- Big Mine Fire Safety Plan
- CADS
- Strike Plan

Resolution to approve the special event

Contract document

### **Discussion and Recommendation:**

Town staff has reviewed the applicants proposed activities and has substantially signed off on the attached plans. An EMS plan has been signed off by EMS. Sign off on a Fire Plan by the Fire District is pending and would be required for final staff approval.

The attached plans are the result of significant back and forth discussion between the applicant and staff. Based on the attached plans, staff believes that risks and impacts to Town have been reasonably mitigated, and that the event can be safely and legally held. The proposed contract grants field authority to the staff to work out additional details as they arise and to require additional requirements to mitigate issues as they might arise.

The Town will be featured in a national advertising campaign. This could be a positive or negative, depending upon one's point of view. On the positive side, the campaign reaches a young demographic potentially consistent with a potential market for the ski area, which specializes in extreme terrain. Fall advertising may also benefit advance winter sales which augment an ongoing effort to enhance winter business.

The event will also bring in revenue during what is typically a slow weekend.

At the same time, concerns have been expressed about whether or not the nature of the campaign is in the best interests of the Town. Concerns include:

- The fact that the advertising campaign is centered around selling alcohol
- The fact that the brand is a large corporate brand rather than a craft beer brand
- The fact that 1,300 young people who are not residents are coming into town and that activities involve drinking alcohol
- Minors would be largely excluded from Elk on Friday and Saturday the 5<sup>th</sup> and 6<sup>th</sup>
- The Town would be impacted by closures on Elk and also at the Big Mine – before, during and after the event.
- Town facilities would be taken out of public use for staging, set up and tear down.
- All businesses will not be benefited equally. Some may be negatively impacted by closures or the fact that the demographic may not be consistent with their target market.

After review of submitted plans and numerous discussions with the applicant, staff recommends approval of the special event application based upon the requirements of the Town's Special Event

Ordinance and contingent upon the applicant meeting the following outstanding and ongoing requirements:

Outstanding and Ongoing Requirements:

- Sign off on Big Mine Fire Plan by Fire District Board.
- Inspection of all structures and an inspection report issued to Town staff by a licensed engineer for all built structures prior to use. This is not needed for permit approval but must be completed and signed off prior to use of structures.
  
- Staff retains field authority to require additional requirements or changes to address issues as they may appear. It is likely that alterations will continue to be made by staff as individual mitigation needs are identified and dealt with. It is particularly likely that minor alterations in the perimeter plan will be required as access issues for specific properties are dealt with.

Public Opinion:

Public opinion is an important measure of the appropriateness of the proposed special event for the Town. Public opinion relative to the event has been conducted through an extensive public hearing commenced on Monday, August 25 and continued to Thursday, August 28 – along with substantial written comment compiled on the record by the Town Clerk. The weighing of this public comment relative to the collective interests of the Town is best conducted by the Council through its deliberations.

**Suggested Motions:**

- 1) I move to approve this special event application.
- 2) I move to approve this special event application with the following requirements: *list additional requirements*
- 3) I move to disapprove this special event application.

**RESOLUTION NO. 11**

**SERIES 2014**

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

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

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

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

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

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

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

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

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

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

2. **Findings of Fact.**

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

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

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

C. ***Conditions.***

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

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

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

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

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

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

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

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

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

TOWN OF CRESTED BUTTE

By: \_\_\_\_\_  
Aaron J. Huckstep, Mayor

ATTEST

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

(SEAL)

**EXHIBIT "A"**

**Major Special Event Permit**

[attach form of Permit here]

**EXHIBIT “B”**

**Major Special Event Agreement**

[attach form of Agreement here]

## MAJOR SPECIAL EVENT PERMIT

Town of Crested Butte, Colorado

This Major Special Event Permit (this "**Permit**") is given by the Town of Crested Butte, Colorado pursuant to Chapter 6, Article 6 of the Crested Butte Municipal Code (the "**Code**") for Western Colorado Events, LLC ("**Applicant**"), a Missouri limited liability company to conduct a certain Major Special Event on Town property from August 28, 2014 through September 12, 2014 (the "**Special Event Period**"). For purposes hereof, Applicant shall include its employees, contractors, representatives and agents.

1. This Permit relies upon and specifically incorporates the statements and representations of Applicant made during the public hearings regarding the application therefor (the "**Application**") at the August 25 and 28, 2014 Town Council regular and special meetings, respectively.

2. This Permit is conditioned upon compliance with the terms and conditions hereof and that certain Major Special Event Agreement entered into by and between Applicant and the Town and dated August 28, 2014.

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

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

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

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

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

F. portion of property located north of Block 78 delineated by chain link fence;

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

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

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

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

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

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

4. The following requirements to the Approvals are hereby made, with each of the plans (the “**Plans**”) described below submitted to the Town as part of the public hearing on the Application on August 25 and 28, 2014 being incorporated herein by reference:

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

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

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

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

(b) **Plans**. Applicant shall comply with the Master Site Plan, Street Closure Plan, Transportation Plan, Security/Fencing Plan (as amended by the Consumption Area Fencing Plan), EMS Plan, Credentials Plan, Food and Beverage Plan, Power and Generator Plan, Restroom Plan, Waste Management Plan, Alternate Community Activities Plan, Alternate Delivery Plan, Big Mine Fire/Safety Plan, Lighting Plan, Noise Plan, Painting Plan, Relocation Plan, Signage and Architectural Alterations Plan, Set-up and Breakdown Procedures Plan and Communications Plan contained in the Application.

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

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

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

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

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

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

(a) public property, streets, sidewalks and rights-of-way shall be returned to their original or better condition as approved by the Town in writing;

(b) all private properties shall be returned to their original or better condition as approved by the Town in writing;

(c) streets, sidewalks, street striping and light poles shall be returned their original or better condition, including, without limitation, all coloring thereof as approved by the Town in writing; and

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

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

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

Issued, this 28th day of August 2014

TOWN OF CRESTED BUTTE, COLORADO

By: \_\_\_\_\_  
Todd Crossett, Town Manager

Attest:

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

[SEAL]

## MAJOR SPECIAL EVENT AGREEMENT

THIS MAJOR SPECIAL EVENT AGREEMENT (this "**Agreement**") is made effective as of August 28, 2014 (the "**Effective Date**") by and between the **TOWN OF CRESTED BUTTE, COLORADO**, a Colorado home rule municipality located and doing business at 507 Maroon Avenue, P.O. Box 39, Crested Butte, CO 81224 (the "**Town**") and **WESTERN COLORADO EVENTS, LLC**, a Missouri limited liability company located and doing business at 1928 Locust Street, St. Louis, MO 63103 ("**WCE**"; and with the Town, each sometimes hereinafter referred to individually as a "**Party**," and collectively as the "**Parties**").

In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### AGREEMENT:

1. **Authority.** This Agreement is entered into pursuant to Chapter 6, Article 6 of the Crested Butte Municipal Code (the "**Code**"). The Crested Butte Town Council (the "**Town Council**") has determined, pursuant to Section 6-6-70 of the Code, that this Agreement memorializing WCE's obligations and duties in, and the conditions imposed upon, the conduct of certain major special event will be required.

2. **Major Special Event Permit.**

(a) This Agreement governs the conduct of certain major special event activities (the "**Major Special Event**") to be held by WCE in Crested Butte from August 26, 2014 through September 12, 2014 (including preparation and remediation activities) (the "**Major Special Event Period**"). On August 25, 2014, the Town Council approved a Major Special Event Permit (the "**Permit**") for the Major Special Event by Resolution No. 11, Series 2014. The Permit is attached hereto as **0**.

(b) WCE shall not undertake the Major Special Event without the Permit. Failure to have the Permit in place shall be a violation of the Code.

(c) If WCE fails to comply with any term of this Agreement, the Permit shall terminate and be void ab initio after delivery of written notice thereof from the Town where WCE fails to cure such failure to comply immediately where such failure is susceptible to immediate cure or within two days in all other circumstances.

3. **No Approvals for Private Property.** No approvals are given by the Town under the Permit and this Agreement for the use of any private property, any privately held easements or otherwise. WCE acknowledges and agrees that such approvals from such property and property rights owners must be obtained by WCE if intends to use private property and privately-held easements of otherwise.

4. **General Obligations of WCE.** WCE shall conduct the Major Special Event only as described in the Permit and this Agreement. The conditions described in the Permit are

considered material obligations of WCE under this Agreement. The obligations, conditions and representations contained in this Agreement are likewise conditions of approval of the Permit.

5. **Consideration.**

(a) In partial consideration for the Town's grant of the Permit, WCE shall donate \$500,000.00 (the "**Grant Funds**") to the Town for the Town and the Town of Mt. Crested Butte's use, as a joint committee of the two municipalities sees fit (the "**WCE Legacy Project**"). The Grant Funds shall be delivered to the Town in good and available funds by electronic funds transfer on or before 5:00 p.m., MT on September 4, 2014.

(b) In partial consideration for the Town's grant of the Permit, WCE shall donate \$10,000.00 (the "**Entertainment District Implementation Funds**") for the Town, the Elk Avenue Promotional District, Inc. and local businesses' use in implementing the Elk Avenue Entertainment District (the "**Entertainment District**") and common consumption areas pursuant to the Code and the Colorado Revised Statutes during the Major Special Events, and during the remainder of 2014 and in 2015 (the "**Applicable Period**"). The Entertainment District Implementation Funds shall be used by the Town to defray insurance, operational (i.e., security) and third party costs, including, without limitation, costs for legal services, incurred in connection with the use of the Entertainment District during the Applicable Period. The Entertainment District Implementation Funds shall be delivered to the Town along with the Grant Funds in good and available funds by electronic funds transfer on or before 5:00 p.m., MT on September 4, 2014.

(c) As additional consideration to the Town for the rights granted to WCE hereunder, the Town shall have the right: i) to invite a maximum of 100 people of legal drinking age to attend the Major Special Event as reasonably determined by WCE in order to not obstruct or interfere with the experience of WCE's invitees; ii) to allow the community at large who are of legal drinking age to directly and indirectly, as reasonably determined by WCE, participate in the Major Special Event to the greatest extent possible without materially and negatively impacting the Major Special Event as reasonably determined by WCE in order to not obstruct or interfere with the experience of WCE's invitees; and iii) and a perpetual, worldwide and fully paid-up license, for itself, the Crested Butte Chamber of Commerce and the Gunnison Crested Butte Tourism Association to exhibit the photography and connected sound recordings (including, without limitation, by means of motion picture, still or video device photography) of the Major Special Event, as further detailed in Section 12 hereof, in perpetuity, on their respective websites and social media sites such as Facebook, YouTube, which such footage shall be provided by WCE, in media requested by the Town, no later than six months after the conclusion of the Major Special Event Period. Provided that such uses shall be subject to reasonable limitations imposed by other rights holders in order not to distort or degrade the trademarks of such rights holders.

(d) WCE shall pay the Town the major special event application fee (the "**Application Fee**") of \$5,000.00 pursuant to Section 6-6-60 of the Code. The Application Fee shall be paid in good and available funds by electronic funds transfer on or before 5:00 p.m., MT on September 4, 2014.

(e) WCE shall pay the Town \$100.00 per business entity (i.e., itself, its contractors, agents and representatives) working on the Major Special Event in Crested Butte (the "**BOLT**"). In connection therewith, WCE will present a spreadsheet to the Town with a list of such entities and shall pay the BOLT in good and available funds by electronic funds transfer on or before 5:00 p.m., MT on September 4, 2014.

**6. Costs and Expenses.**

(a) All costs and expenses whatsoever of the Major Special Event shall be borne by WCE. In addition, and without limiting the generality of foregoing, WCE acknowledges that the Town is a municipality and that no funds have been or will be budgeted by the Town for the Major Special Event. Accordingly, WCE acknowledges and agrees that it will be required to pay all costs and expenses incurred by the Town directly caused by the Major Special Event. Such costs and expenses include, but are not limited to, the costs and expenses of:

(i) services performed by personnel required by the Town to plan, coordinate and prosecute the Major Special Event;

(ii) all out of pocket costs and expenses incurred by the Town that are caused by the Major Special Event, including, without limitation, reasonable attorneys' fees;

(iii) services performed by any security, essential and emergency services personnel, provided that WCE will not be responsible for the costs and expenses of the Town's normal operations, including but not limited to normal levels of effort for police, fire, EMS and sanitation operations; and

(iv) services performed by any public relations personnel required by the Town to work on the Special Events, up to \$5,000.00.

In connection with the foregoing, WCE and the Town have entered into a costs and expenses Reimbursement Agreement dated July 7, 2014 (the "**Reimbursement Agreement**"). Other than as affected by Section 5(b) below, the Reimbursement Agreement shall not be affected or amended by this Agreement, the same remaining in full force and effect.

(b) On or before September 2, 2014, the Town shall deliver to WCE by electronic communication its current invoice for all costs and expenses incurred by the Town as of such date and currently outstanding. WCE shall pay all amounts set forth in the invoices in good and available funds by electronic funds transfer on or before 5:00 p.m., MT on September 9, 2014. The Town shall provide such supporting detail as set forth in the Reimbursement Agreement.

**7. One Percent for Open Space Donation.** WCE shall donate \$5,000.00 ("**1% Donation**") to 1% for Open Space. Said 1% Donation shall be delivered to 1% for Open Space in good and available funds by electronic funds transfer on or before 5:00 p.m., MT on September 4, 2014.

8. **Sales Taxes.** WCE shall enter into written contracts with all vendors providing taxable goods and services as set forth in Chapter 4, Article 2 of the Code in connection with the Major Special Event, whether directly or indirectly, stating that all amounts paid by WCE to such vendors are subject to applicable sales tax; requiring that sales tax on such amounts be paid to the Town as provided in Chapter 4, Article 2 of the Code with sales tax reports made by such vendors on their September sales tax returns and with payment thereof being made timely by October 20, 2014; and, requiring that each vendors separate out on their sales tax reports the sales tax in connection with the Major Special Event from their other sales tax figures. WCE shall provide to the Town copies of all such contracts and a spreadsheet of amounts paid to such vendors by WCE for taxable goods and services provided in connection with the Major Special Event.

9. **Event Site Usage.**

(a) WCE security personnel may screen all persons attending the Major Special Event with magnetometers, security wands and/or other screening devices or methods as it deems appropriate in its reasonable discretion.

(b) The approval by the Town of any design, engineering, construction, installation or use of any of the Major Special Event or its components, structures, systems or features shall not serve as an acknowledgement of their advisability, safety or conformity with industry standard and applicable law. Failure of the Town to object to any of the foregoing shall not be deemed approval thereof.

(c) WCE shall secure and obtain, at its sole costs and expense, all design, engineering and inspection services for the Major Special Event and its components, structures, systems and features. The Town shall have no responsibility or liability for WCE's failure to do so and failure on the part of the Town to identify or object to any design, engineering or inspection services for the Major Special Event and its components, structures, systems or features shall not be deemed as consent to or approval by the Town of the same, the same being expressly disclaimed hereby. Consistent with the foregoing, WCE represents, warrants and agrees that before any work commences on any Town or public property, it must satisfy the requirements set forth on **Exhibit "B"** attached hereto.

(d) For the avoidance of doubt, and notwithstanding anything to the contrary set forth in this Agreement, WCE shall leave Crested Butte and all public and private property therein in materially the same or better condition as it existed immediately prior to the Major Special Event Period; provided, however, that if the Town approves in writing, and WCE installs any structures and/or makes any other modifications, WCE may leave such structure and/or modification in place, upon the mutual agreement of the Town and WCE. Accordingly, the parties will jointly conduct an inspection of the properties affected by the Major Special Event prior to commencement and after the conclusion of the Major Special Event Period in order to determine and agree upon the condition of such properties both before and after the Major Special Event.

(e) WCE shall conduct the Major Special Event and its components, structures, systems or features in an orderly manner, in full compliance with applicable laws,

rules, regulations, manufactures' recommendations and industry standards. WCE assumes full liability and responsibility for the Major Special Event, the design, engineering, construction, installation or use of any of the Major Special Event components, structures, systems or features and the conduct of all persons involved in, invited to and in attendance at the Major Special Event and the design, engineering, construction, installation or use of any of the Major Special Event components, structures, systems or features and for any damage done to any part of Crested Butte by WCE, its guests, invitees, employees, contractors, representatives, agents and vendors employed by, or under the control of, WCE.

(f) Town officials shall have the right to have representatives, including, without limitation, Town elected and Town staff including, without limitation, the Town Marshal's Department, the Crested Butte Fire Protection District and their respective agents and representatives attend any and all of Major Special Event activities in order to monitor the Major Special Event (including any and all preparation and remediation activities), provided that such monitoring shall be accomplished in as minimally an intrusive method as possible in order to minimize the impact on WCE's invitee's experience of the Major Special Event.

(g) If any public or private property within Crested Butte is damaged by any act or omission of WCE, its guests, invitees, employees, contractors, representatives, agents and vendors, WCE shall pay to the Town, or the subject property owner, as the case may be, all actual costs to restore such damaged area or property to its pre-Major Special Event condition. The Town shall in all cases act reasonably as to any claims for damage. Such costs shall include any reasonable attorneys' fees incurred in connection therewith.

(h) WCE, its representatives, agents, contractors and subcontractors shall follow all applicable safety and occupational health requirements and measures in connection with the Major Special Event. In conjunction therewith, WCE shall comply with all federal, state and local laws applicable to safety and occupational health.

(i) WCE shall call to the Town's attention any errors in any drawings, designs, plans, sketches, instructions, information, mitigation measures, requirements, procedures and other data supplied to the Town (or by the Town to WCE) that it becomes aware of or should be aware of, whether it believes the same may be unsuitable, improper, incomplete or inaccurate in any way or manner or not.

(j) WCE has declared that it, together with its employees, contractors, representatives, agents and vendors are experienced in all matters relative to the Major Special Event, including all engineering, construction, installation or use of any of the Major Special Event components, structures, systems and features. WCE acknowledges that it is aware of all federal and state laws and local ordinances and regulations which in any manner affect those engaged or employed in the Major Special Events, all the Major Special Event site locations and properties and which in any manner affect the conduct of the Major Special Event or any components thereof, and of all such orders and decrees of bodies or tribunals having any jurisdiction over the same, and shall at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall defend, protect and indemnify the Town against any claim or liability arising from or based on the violation of any such law, ordinance,

regulation, order or decree, whether by itself, the Town, its elected officials, officers, employees, agents, representatives, contractors, attorneys, insurers and insurance pools.

(k) WCE shall procure all permits and licenses, pay all charges, fees and taxes and give all notices necessary and incidental to the due and lawful prosecution of the transactions contemplated under this Agreement.

(l) During the Major Special Event Period, the Town will continue to provide the normal and customary services in and to that part of Crested Butte occupied by the Major Special Event as it would do in the absence of the Major Special Event at no additional cost and expense.

(m) Except as otherwise set forth in this Agreement, the Major Special Event shall be private and shall include only bona fide guests and invitees of WCE. For the avoidance of doubt, WCE acknowledges that the foregoing will not be deemed to limit Town elected officials, representatives, agents and personnel associated with public safety, fire, EMS, governmental operations, public relations, information technology and maintenance from being present during the performance of their duties.

(n) Other than as otherwise described in this Agreement, persons will not be permitted to participate or be within Major Special Event without the prior consent from WCE.

(o) The Town shall provide essential emergency services. WCE shall supplement and support existing Town emergency services, including fire department, Marshal's Department and medical staff to satisfy all security and safety needs.

10. **Catering/Food/Beverage.** All costs and expenses for food, beverage and related services shall be the responsibility of WCE. WCE shall use every reasonable effort to use local sources for the foregoing for its attendees.

11. **Vendors and Other Subcontractors.**

(a) WCE shall provide the Town with a listing and contact information for all vendors, agents, representatives and contractors that will be engaged by WCE in connection with the Major Special Event. WCE hereby acknowledges that all such vendors, agents, representatives and contractors must comply with this Agreement, all federal, state and local laws, rules and requirements and agrees to include requirements in WCE's agreement with each such party, WCE acknowledging and agreeing hereby that it has such written agreements in place as of the Effective Date, that the same's performance shall comply therewith and is subject to the terms of this Agreement.

(b) WCE, as defined herein, shall include the sponsor entities of the Major Special Event. Failure of WCE to comply with any obligation contained in this Agreement shall be deemed a failure of such sponsor entities to so comply and such sponsor entities shall have equal obligations, responsibilities and liabilities for such noncompliance as WCE.

(c) The Town assumes no responsibility (and WCE agrees to indemnify and hold the Town harmless) for the performance of, or payments owed to, any vendors, agents,

representatives and contractors, nor is the Town responsible for any equipment or property owned, operated or used by any such vendors, agents, representatives and contractors.

**12. Rights/Obligations/Marks.**

(a) Subject to the terms and conditions of this Agreement the Town hereby grants WCE a non-exclusive, paid-up and perpetual license to use, reproduce, replicate, display, perform and make derivative works of the photography and connected sound recordings (including, without limitation, by means of motion picture, still or video device photography), of actual real and personal property of the Town only (the Town making no such grant as to private real and personal property), both exterior and interior to the extent applicable to Town property only, but in no event may any CB Mark(s) (as defined in subsection (e) below) or other identifiable element of the Town and Crested Butte or its residing businesses be used as a direct endorsement by the Town of any product, entity, person, service, matter or otherwise in connection with the Major Special Event, WCE, its sponsor entities or otherwise. WCE shall not do or permit anything to be done in or about the Major Special Event, which will allow the Major Special Event and the related real and personal properties to be used for any unlawful or objectionable purpose. WCE agrees not to purposefully distort or otherwise degrade the image and character of the Town, Crested Butte, their real properties and businesses in any such photograph (including, without limitation, by means of motion picture, still or video device photography), reproduction, replication or use, the Town having made it patently clear to WCE that the Town is a nationally registered historic district and distinctive destination and as such would be irreparably harmed by any such distortion or degradation. Based on the foregoing, WCE covenants, acknowledges and agrees that it will not so distort or otherwise degrade the image and character of the Town, Crested Butte, their real properties and businesses in any of WCE's photography and connected sound recordings (including, without limitation, by means of motion picture, still or video device photography), failing which, the Town shall have all rights and remedies available at law and in equity, including rights for injunctive relief, damages and costs, including reasonable attorneys' fees. Notwithstanding the foregoing the Town acknowledges and agrees that any actual depiction of all or part of the Major Special Event shall not constitute a distortion or degradation of the Town nor be considered an objectionable purpose.

(b) Except as subject to the foregoing, WCE and the Town acknowledge and agree that all rights of every kind in every media, whether now known or hereafter devised, in and to all photography and sound recordings made by WCE in connection with the Major Special Event only shall be solely owned in perpetuity by WCE, and the Town shall not have any right of action, including, without limitation, and/or any right to injunctive relief against WCE, any and all of its clients and affiliated partners as relating to the Major Special Event or any sponsor of the Major Special Event arising out of any use or non-use of said photography or sound recordings provided that the same are otherwise used in compliance with the terms of this Section 12. Subject to other requirements of this Section 12, the Town agrees that it will not assert or maintain against WCE, any and all of its clients and affiliated partners as relating to the Major Special Event or any sponsor of the Major Special Event any claim of any kind or nature whatsoever for copyright or trademark infringement in connection with the exercise of the permission or rights herein granted.

(c) Except as subject to the rest of this Section, the Town hereby irrevocably grants to WCE, the paid-up right and license, in perpetuity, throughout the world, to use, display, perform and create derivative works of the photography and connected sound recordings (including, without limitation, by means of motion picture, still or video device photography), made by WCE in connection with Major Special Event and to re-use, display, perform and create derivative works of them in any and all formats, media and/or manner now known or hereafter devised in connection with the exhibition, advertising, and exploitation of any motion picture or other work and/or the ancillary and subsidiary rights therein and thereto hereafter devised.

(d) Except as subject to the rights granted in Section 5(c)(iii) above, the Town shall not exploit the WCE name, the name of any sponsor of the Major Special Event or any related brands, designs, trademarks and/or logos (collectively the “**Logos**”) in any manner. This applies equally to all designs, trademarks and or Logos for WCE, its sponsors and any and all of its clients and affiliated partners as relating to the Major Special Event. Except as subject to the rights granted in Section 5(c)(iii) above, under no circumstance may the Town allow a third party to use the Logos for any self-promotion purposes or otherwise. Should the Town violate these terms, this shall be deemed a material breach of this Agreement for which, in addition to any other rights or remedies that WCE may possess, shall entitle WCE to terminate this Agreement immediately.

(e) The following terms shall govern the use of the Town and Crested Butte’s name and trade name only (the “**CB Marks**”): Except as subject to the rest of this Section, including, without limitation subsection (a) as it relates to non-distortion and non-degradation requirements, the Town hereby grants to WCE a non-exclusive, paid-up license to use CB Marks in connection with the Major Special Event only and solely as they appear in actual form. All uses of CB Marks, which shall remain the sole and exclusive property of the Town, by WCE shall inure to the benefit of Town and in no event shall WCE (or any party claiming rights through it) acquire any rights in or to any CB Marks by reason of such use or this Agreement other than the limited non-exclusive license to use CB Marks as permitted pursuant to this Section. WCE agrees that it will not assert any right or interest and will cause any third party to not assert any right or interest in any CB Marks other than the limited right to use them as expressly set forth in this Agreement.

(f) If the parties agree to develop a Joint Mark (as defined below) for use on mutually approved merchandise (e.g., clothing, artwork, photographs, DVDs) to be given away at no charge or sold by WCE to attendees at the Major Special Event and on the WCE or Major Special Event related website during the Major Special Event and thereafter until such time as all inventory created for the Major Special Events has been sold off or otherwise distributed, such Joint Mark shall be jointly owned and controlled by WCE and Town; provided, neither party may use such Joint Mark in any marketing, publicity or advertising except during the Major Special Event and as expressly permitted in this Agreement; provided further, Town may not create or distribute any merchandise bearing a Joint Mark without the prior written approval of WCE. “Joint Mark” shall mean a name, phrase, slogan, design or logo that incorporates both a CB Mark and a WCE mark (which, for purposes of this agreement includes any trademark of a third party which WCE is authorized to use). Without limiting anything set out elsewhere in this Agreement, WCE acknowledges that any element(s) of a CB Mark that is/are incorporated into the Joint Mark is the property of Town and WCE shall not have the right to use any such

element(s) except in connection with the items described above which it may do on a royalty-free basis.

(g) WCE represents and warrants that WCE and its sponsors and any and all of its clients and affiliated partners relating to the Major Special Event shall not infringe or violate any intellectual property or proprietary rights in the conduct of the Major Special Event and the transactions contemplated in this Agreement.

13. **Insurance.** WCE shall obtain and maintain the following insurance in connection with Major Special Event from the Effective Date. Insurance coverage shall be with companies licensed to do business in Colorado and having an A.M. Best's Rating of at Least "A," "Class VII," and must include the following:

- (a) 1. Workers' Compensation and Employers' Liability
  - a) State of Colorado: Statutory
  - b) Applicable Federal: Statutory
  - c) Employer's Liability: \$100,000 Each Accident  
\$500,000 Disease-Policy Limit  
\$100,000 Disease-Each Employee
  - d) Waiver of Subrogation
- 2. Commercial General Liability
  - a) Bodily Injury & Property Damage General Aggregate Limit \$5,000,000
  - b) Personal & Advertising Injury Limit \$2,000,000
  - c) Each Occurrence Limit \$5,000,000
  - d) Excess Umbrella Coverage \$10,000,000

The policy shall be on an Occurrence Form and include the following coverages: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

- 3. Professional Liability (errors and omissions)
  - a) Each Claim/Loss: \$1,000,000
  - b) Aggregate: \$1,000,000
- 4. Commercial Automobile Liability Limits
  - a) Bodily Injury & Property Damage Combined Single Limit \$1,000,000
  - b) Medical Payments per person \$ 5,000
  - c) Uninsured/Underinsured Motorist \$ 100,000

The Town of Crested Butte may require that this coverage remain in place for one year after the project is complete. Coverage is to be provided on Business Auto, Garage, or Truckers form. Coverage provided should be at least as broad as found in ISO form CA0001 (BAP), CA0005 (Garage) or CA0012 (Trucker) including coverage for owned, non-owned, & hired autos.

(b) Insurance required by this Agreement shall be primary coverage, unless otherwise specified, and shall specify that in the event of payment for any loss under the coverage provided, the insurance company shall have no right of recovery against the Town or its insurers. All policies of insurance under this Agreement shall be provided by a reputable insurance company or companies qualified to conduct business in Colorado. Property and Liability Insurance Companies shall be licensed to do business in Colorado and shall have an AM Best rating of not less than A- VI. This insurance shall be maintained in full force and effect during the term of this Agreement and for the additional periods set forth herein and shall protect the WCE, its agents, employees, contractors and representatives, from claims for damages for personal injury and wrongful death and for damages to property arising in any manner from negligent or wrongful acts or omissions of the WCE, its agents, employees, contractors and representatives in the performance of the services covered herein.

(c) All Insurance policies (except Workers Compensation and Professional Liability) shall include Town of Crested Butte, the Crested Butte Fire Protection District and their elected and appointed officials, employees, contractors, agents, representatives, attorneys, insurers and insurance pools as additional insureds as their interests may appear. The additional insured endorsement should be at least as broad as ISO form CG2010 for General Liability coverage and similar forms for Commercial Auto and Umbrella Liability. Blanket Additional Insured Endorsement providing coverage for the Town, the Crested Butte Fire Protection District and their elected and appointed officials, agents, employees, contractors, attorneys, insurers and insurance pools 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”.

(d) Automobile insurance shall, without limitation, cover all automobiles used in performing the transactions under this Agreement.

(e) If coverage is to be provided on Claims Made forms, WCE must refer policy to the Town Attorney’s Office for approval and additional requirements. In the case of any claims-made insurance policies, WCE shall procure necessary retroactive dates, “tail” coverage and extended reporting periods to cover a period at least two years beyond the expiration date of this Agreement. This obligation shall survive the termination or expiration of this Agreement.

(f) WCE shall not cancel, materially change, or fail to renew required insurance coverages. WCE shall notify the Town Attorney of any material reduction or exhaustion of aggregate limits. Should WCE to immediately procure other insurance, as specified, to substitute for any policy canceled before final payment to WCE, the Town may procure such insurance and deduct its cost from any sum due to WCE under this Agreement.

(g) Certificates showing that WCE is carrying the above-described insurance, and the status of the additional insureds, shall be furnished to the Town prior to the execution of this Agreement by the Town and attached hereto as **Exhibit “C”**. WCE shall notify the Town of any cancellation or reduction in coverage or limits of any insurance within seven (7) days of

receipt of insurer's notification to that effect. WCE shall forthwith obtain and submit proof of substitute insurance in the event of expiration or cancellation of coverage.

(h) The parties understand and agree that the parties are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (currently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to the parties, their officers, or their employees.

14. **Force Majeure.** If, for any reasons beyond such party's control, including strikes, labor disputes, accidents, government requisitions, restrictions or regulations on travel, acts of war, acts of terrorism or acts of God, fire or other casualty, either party is unable to perform its obligations under this Agreement, such non-performance is excused until the reasonable conclusion of such force majeure event and the time period for compliance of any obligation shall be extended for the length of such force majeure event.

15. **Compliance with Laws.** WCE agrees to comply with all federal, state and local laws, regulations, rules and requirements. WCE shall comply with, and cause all of its guests, invitees, vendors, employees, agents, representatives and contractors to comply with, all applicable laws, orders, ordinances, rules and regulations of all federal, state and local authorities.

16. **Termination.** The Town reserves the right to terminate all or any part of this Agreement or the Permit if WCE: (i) breaches any payment obligation contained in this Agreement including, without limitation, Sections 21 and 22 hereof; (ii) breaches any requirement of Section 13 hereof; and/or (iii) breaches any terms of this Agreement and/or the Permit and after delivery of written notice thereof from the Town, WCE fails to cure such breach immediately where such failure is susceptible to immediate cure or within two days in all other circumstances.

17. **Survival.** Any term or condition contained in this Agreement that, by its nature and context might be considered to survive the expiration or earlier termination of this Agreement shall so survive such expiration or earlier termination.

18. **Time of Essence.** Time is of the essence in the performance of the Parties' obligations under this Agreement.

19. **Assumption of Risk; Indemnification; Waiver of Claims.**

(a) In consideration for the Town's grant to WCE of the Permit for the Major Special Event and for allowing WCE to utilize Town-owned property and the other rights granted in the Permit and in this Agreement, WCE ("**Releasor/Idemnitor**") hereby acknowledges and agrees to the following:

(i) Releasor/Idemnitor hereby assumes all risk of claims, liabilities, injuries, losses, demands or damages, whether related to bodily injury, personal injury, sickness, disease, death, property loss or damage (including reasonable attorneys' fees, costs and expenses

incurred in connection therewith) (collectively, “**Claims**”) arising out of, directly or indirectly, the Major Special Event, whether or not caused by any act or omission, negligence or other fault of Releasor/Indemnitor, its members, managers, officers, employees, contractors, agents and representatives and/or the Town, its elected officials, officers, employees, agents, insurers, insurance pools, attorneys, representatives, contractors and subcontractors, the Crested Butte Fire Protection District (collectively, “**Releasee/Indemnitee**”) and/or any third party;

(ii) Releasor/Idemnitor, its members, managers, officers, employees, contractors, agents and representatives hereby waive any claims, and hereby release, Releasee/Indemnitee against and from any and all Claims arising out of, directly or indirectly, the Major Special Event whether or not caused by any act or omission, negligence or other fault of Releasor/Indemnitor, its members, managers, officers, employees, contractors, agents and representatives, Releasee/Indemnitee, the Crested Butte Fire Protection District and/or any third party; and

(iii) Releasor/Indemnitor shall indemnify, defend and hold harmless Releasee/Indemnitee from and against any and all Claims of Releasor/Indemnitor’s members, managers, officers, employees, contractors, agents and representatives, Releasee/Indemnitee’s elected officials, officers, employees, agents, insurers, insurance pools, attorneys, representatives, contractors and subcontractors, the Crested Butte Fire Protection District and/or any third party, including, without limitation, any of their respective invitees, guests, trespassers or otherwise on the properties where the Major Special Event will be conducted, arising out of, directly or indirectly, the Major Special Event, except those caused by the breach of this Agreement by the Town.

(b) Subject to the Town’s compliance with the provisions of this Agreement, WCE shall defend, indemnify and hold harmless the Town from and against any and all claims, suits, liabilities, expenses, attorneys’ fees or damages for any alleged or actual infringement or violation of any intellectual property or proprietary rights rising in connection with the Special Events, the transactions contemplated in this Agreement and any act or omission hereunder.

(c) For the avoidance of doubt, WCE will make no claims against Releasee/Indemnitee or the Crested Butte Fire Protection District in connection with the approval all or any portion of the Major Special Event.

**20. LIABILITY LIMITATIONS. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST OPPORTUNITY, LOSS OF ANTICIPATED SAVINGS AND THE COST OF REPLACEMENTS.**

**21. Performance and Payment Deposit.** On the Effective Date, WCE shall place on deposit with the Town Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) (the “**Performance and Payment Deposit**”). The Performance and Payment Deposit shall be placed by the Town in a non-interest bearing account at a local financial institution. Said Performance and Payment Deposit shall be in addition to any other deposits already provided by WCE to the Town and shall secure WCE’s performance and payment obligations under this Agreement and the Permit. The Town may draw upon such Performance and Payment Deposit, upon delivery of written notice to WCE, in the event that WCE fails (i) to perform any material obligation

contained in this Agreement and the Permit and such funds are needed to defray any Town costs, expenses or liabilities in connection with such non-performance, or (ii) to pay to the Town any amounts invoiced to WCE pursuant to the terms of the Reimbursement Agreement. At the conclusion of the Major Special Event, and after all inspection and acceptance periods have expired, and after all actions have been taken by the Town in connection with the Major Special Event (which the Town will use reasonable efforts to accomplish as soon as reasonably possible thereafter), and all reasonably foreseen costs, expenses, liabilities in connection therewith have been settled and paid to or by the Town, including, without limitation, reasonable attorneys' fees in any action in connection with this Agreement, the Town shall refund the remaining Performance and Payment Deposit funds, if any, to WCE promptly thereafter.

22. **Irrevocable Letter of Credit.** On the Effective Date, WCE shall have posted as a guarantee of performance (the "**Performance Guarantee**") of its obligations under the Permit with respect to the two year warranty described thereunder, an irrevocable standby letter of credit issued by a qualified Colorado lending institution acceptable to the Town in the amount of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) on terms consistent with **Exhibit "D"** attached hereto. Such Performance Guarantee shall remain in effect and shall be renewed by WCE as necessary until released by the Town. The Town shall use the Performance Guarantee, or any funds realized therefrom, for the purposes of curing any defects in or associated with the warranty obligations described under the Permit. The Performance Guarantee shall be released and returned to WCE, without interest thereon, only at such time as the warranty period described in the Permit has expired with no amounts due and owing the Town in connection therewith.

23. **Notices.**

(a) All notices, instructions, requests or other communications required to be given or which may be given hereunder ("**Notice**") shall be in writing and shall be sent by (i) certified or registered mail, return receipt requested, postage prepaid, (ii) national overnight delivery service, (iii) personal delivery, or (iv) E-mail or facsimile transmission, addressed as follows (or to such other addressee or addresses as may be designated by any party hereto by Notice addressed to each of the other parties listed below):

If to WCE:

Western Colorado Events, LLC  
WCE Marketing  
1928 Locust St.  
St. Louis, MO 63103  
Attn: Bill Decker

If to CB:

Town of Crested Butte  
P.O. Box 39  
507 Maroon Avenue  
Crested Butte, CO 81224  
Attn: Todd Crossett, Town Manager

(b) Notice shall be deemed given at the following times: (i) upon delivery if personally delivered, (ii) on the first business day after delivery to the overnight courier or (iii) on the third business day after mailing if mailed by certified or registered mail. Notwithstanding the foregoing, whenever under this Agreement a Notice is (a) received on a day that is not a business day or is required to be delivered on or before a specific day which is not a business day, the day of receipt or required delivery shall automatically be extended to the next

business day and (b) delivered by hand (or so attempted, but refused), it shall be deemed given on the day of delivery unless delivery is made after 5:00 p.m. (Eastern Time) or on a day that is not a business day, in which event delivery shall be deemed given on the next occurring business day. The Parties may change the addresses of notices, demands, requests or other communications hereunder by giving notice pursuant to this Section 23.

24. **Entire Agreement and Amendment.** There are no oral promises, agreements, conditions, understandings, inducements, warranties or representations, expressed or implied, between the Parties pertaining to the subject matter hereof that are not set forth in this Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the Parties in connection herewith, other than the Reimbursement Agreement. Except as otherwise set forth herein, this Agreement may not be changed, modified, renewed, amended, discharged, waived or terminated except by an instrument in writing signed by the Parties with reference to this Section 23, otherwise such modification or amendment shall be void ab initio.

25. **Captions and Headings.** The captions and headings of the Sections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement. **Severability:** If any term of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law, with the Parties hereto covenanting nonetheless to negotiate in good faith, in order to agree upon the terms of a mutually satisfactory provision to be substituted for the term or provision which is void or unenforceable.

26. **Waiver.** The failure of any party hereto to enforce at any time any of the provisions of this Agreement (whether by course of performance or course of dealing or otherwise) shall in no way be construed to be a waiver of any such provision, nor in any way to effect the validity of this Agreement or any part thereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement (whether by course of performance or course of dealing or otherwise) shall be held to be a waiver of any other or subsequent breach.

27. **Counterparts; Telecopy.** This Agreement may be executed in one or more counterparts, including by facsimile or electronic signature, each of which when so executed and delivered shall be deemed an original, but all of which taken together shall be construed as and shall constitute but one and the same instrument.

28. **No Third Party Beneficiary.** The Agreement herein set forth has been and is made for the benefit of the Town and WCE and no other party shall acquire or have any right under or by virtue of this Agreement, other than Fusion Performance Marking, LLC listed on the Guarantor Certificate set forth on the execution page hereof.

29. **Assignment.** WCE may assign all or a portion of this Agreement provided that it gives the Town prior written notice of such assignment. In the event of an assignment or

subcontract of this Agreement other than to Mosaic Sales Solutions. WCE shall remain responsible and liable for the performance of the duties and obligations set forth herein and the assignee, transferee or subcontractor shall assume all the obligations hereunder with written notice of such assumption to the Town otherwise such assignment shall be void ab initio.

30. **Relationship of the Parties.** The Town and WCE acknowledge and agree that the relationship arising from this Agreement does not constitute or create a general or limited agency, joint venture, partnership, employment relationship, or franchise between them. Each Party agrees and acknowledges that it does not have any right, title, power or authority (either real or apparent) to enter into or bind the other in any capacity including, but not limited to, the performance by any Party under any contract or other similar transaction or agreement.

31. **Governing Law; Jurisdiction.** This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Colorado as now in effect, without regard to principles of conflicts of laws. In the event of any disputes or controversies that require resolution, such disputes or controversies shall be brought in the County of Gunnison, State of Colorado. Interpretation and enforcement of this Agreement shall not be subject to arbitration. The prevailing party in any action for breach of this Agreement shall be entitled to recover its reasonable attorneys' fees, expenses and costs.

32. **Authority.** WCE represents and warrants that: (a) it is duly qualified to do business and is in good standing in the State of Colorado; (b) it has full power and authority to execute, deliver and perform its obligations under this Agreement; and (c) the Agreement does not violate any other obligation of WCE.

33. **Prevailing Party.** In the event of any dispute arising from or related to the transactions contemplated under this Agreement, the substantially prevailing party shall be entitled to recovery of all reasonable costs incurred, including, without limitation, staff time, court costs, attorneys' fees and other related costs and expenses.

34. **Miscellaneous.**

(a) Unless the context otherwise requires the singular shall include the plural and vice versa, references to any gender shall include all genders and words importing individuals or persons shall include corporations, unincorporated bodies and partnerships.

(b) Any use of the words "including" or "includes" shall, unless the context otherwise requires, mean including or includes "without limitation".

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK;  
SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, this Agreement is made and entered into as of the Effective Date.

TOWN OF CRESTED BUTTE, COLORADO      WESTERN COLORADO EVENTS, LLC

By: \_\_\_\_\_  
Todd Crossett, Town Manager

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

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

[SEAL]

GUARANTOR CERTIFICATE

By execution below the guarantor hereby agrees to be bound by all of the agreements, terms, conditions, covenants and requirements, and inures to the benefits, rights and protections of WCE contained in this Agreement as and when the circumstances may dictate. For the purposes hereof, the contents, terms and conditions of the Agreement are hereby incorporated into this Guarantor Certificate.

IN WITNESS WHEREOF, the undersigned guarantor has given this Guarantor Certificate as of the date first written in the Agreement with all requisite approvals having been given.

GUARANTOR:

FUSION PERFORMANCE MARKETING, LLC,  
a Missouri limited liability company

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

**EXHIBIT "A"**

**Permit**

[attach Permit here]

## **EXHIBIT “B”**

### **Construction, Engineering and Fire Requirements**

(1) An engineered plan set must be submitted for all structures constructed for the Major Special Event. Such plan set must be stamped by a Colorado licensed engineer and must be inspected by such engineer and an inspection report submitted to the Town confirming compliance with the 2009 IBC before commencement of the Major Special Event.

(2) All generator and facilities, and all lighting locations must be adequately mapped. A Colorado licensed electrical engineer must inspect all electrical installations and sign off that the same meet the requisite provisions of the 2008 NEC before commencement of the Major Special Event.

(3) A fire plan must be submitted for the Big Mine Arena and stamped by a Colorado licensed fire engineer. The fire plan must detail all materials to be added to the facility and the fire rating of said materials. Such plan must include adequate description and treatment of any heating devices, stages, power facilities, lighting, site plans, exiting facilities and an analysis of plans in compliance with the 2009 IBC. The submittal must be in compliance with Section 403.1.2 of the 209 IFC. The fire plan must be approved by the Crested Butte Fire Protection District and the Town before commencement of the Major Special Event.

**EXHIBIT "C"**

**Insurance Certificate**

**EXHIBIT “D”**

**Irrevocable Letter of Credit**

[attach form here]

IRREVOCABLE LETTER OF CREDIT

Date: August 28, 2014

Amounts: \$150,000.00

Letter of Credit No.: \_\_\_\_\_ (this "**Letter of Credit**")

Expiration Date: August 28, 2016

Issuing Institution: (Bank)  
(Address)

Beneficiary: Town of Crested Butte, Colorado  
507 Maroon Avenue  
P.O. Box 39  
Crested Butte, CO 81224

1. \_\_\_\_\_ ("**Bank**") hereby establishes its Irrevocable Letter of Credit in favor of the Town of Crested Butte, 507 Maroon Avenue, P.O. Box 39, Crested Butte, Colorado 81224 (the "**Town**"), in the amount of **One Hundred Fifty Thousand and No/100 U.S. Dollars (\$150,000.00)** available for payment to the Town by Town drafts drawn at Bank for any sum not exceeding such amount on the account of Western Colorado Events, LLC ("**Western**"). Each draft must bear upon its face the statement "Drawn Under Letter of Credit No. \_\_\_\_\_, dated August 28, 2014 on Bank and worded as follows:

"I \_\_\_\_\_, an authorized signer for the Town of Crested Butte, Colorado certify that Western has defaulted on its obligations to the Town of Crested Butte, Colorado as agreed under that certain Major Special Event Agreement and the associated Major Special Event Permit (collectively, the "**Agreement**") between (and given to) Western and the Town dated August 28, 2014. Therefore, the Town is drawing the amount of \$ \_\_\_\_\_ U.S. Dollars under Bank Letter of Credit No: \_\_\_\_\_."

Any draft must be accompanied by this original Letter of Credit No. \_\_\_\_\_.

2. Partial draws are permitted, but the aggregate draw by the Town shall not exceed the amount of this Letter of Credit. Draws pursuant to this Letter of Credit are to be used by the Town to complete the performance required in accordance with the Agreement.

3. Only as specified in the Agreement, upon expiration of the warranty period with no outstanding claims in connection with such warranty and Western's full and final performance with it obligations in connection therewith shall the Town furnish a letter to Bank to reduce the outstanding amount under the Letter of Credit in the amount allowed by the Agreement. Upon such reduction, Bank shall be relieved of responsibility or liability under the terms and conditions of this Letter of Credit for the amount of said reduction.

4. Bank may not revoke this Letter of Credit prior to August 28, 2016 unless and until the conditions above have been fully and finally satisfied, unless otherwise agreed to by the Town in writing.

5. Bank further agrees that in the event that this Letter of Credit is dishonored, and the Town finds it necessary to enforce the terms and conditions hereof by legal proceedings, the Town shall be entitled to reasonable attorneys' fees and costs incurred in such proceedings.

6. This Letter of Credit expires on August 28, 2016.

Sincerely,

(BANK)

\_\_\_\_\_  
(Name)

(Title)

ATTEST:

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

(Seal)

# *Whatever, USA*

## *Event Operations Packet*

August 27, 2014  
Final Submission

# *Table of Contents*

- Master Site Plan
- Street Closure Plan
- Transportation Plan
- Security/Fencing Plan
- EMS Plan
- Communication Plan
- Credentials Plan
- Food & Beverage Plan
- Power & Generator Plan
- Lighting Plan
- Sound Plan
- Signage & Architectural
- Restroom Plan
- Waste Management Plan
- Painting Plan
- Alternate Community Activities Plan
- Alternate Delivery Plan
- Sales Tax Plan
- Relocation Plan
- Big Mine Fire/Safety Plan
- Structural CADS

*Whatever, USA*

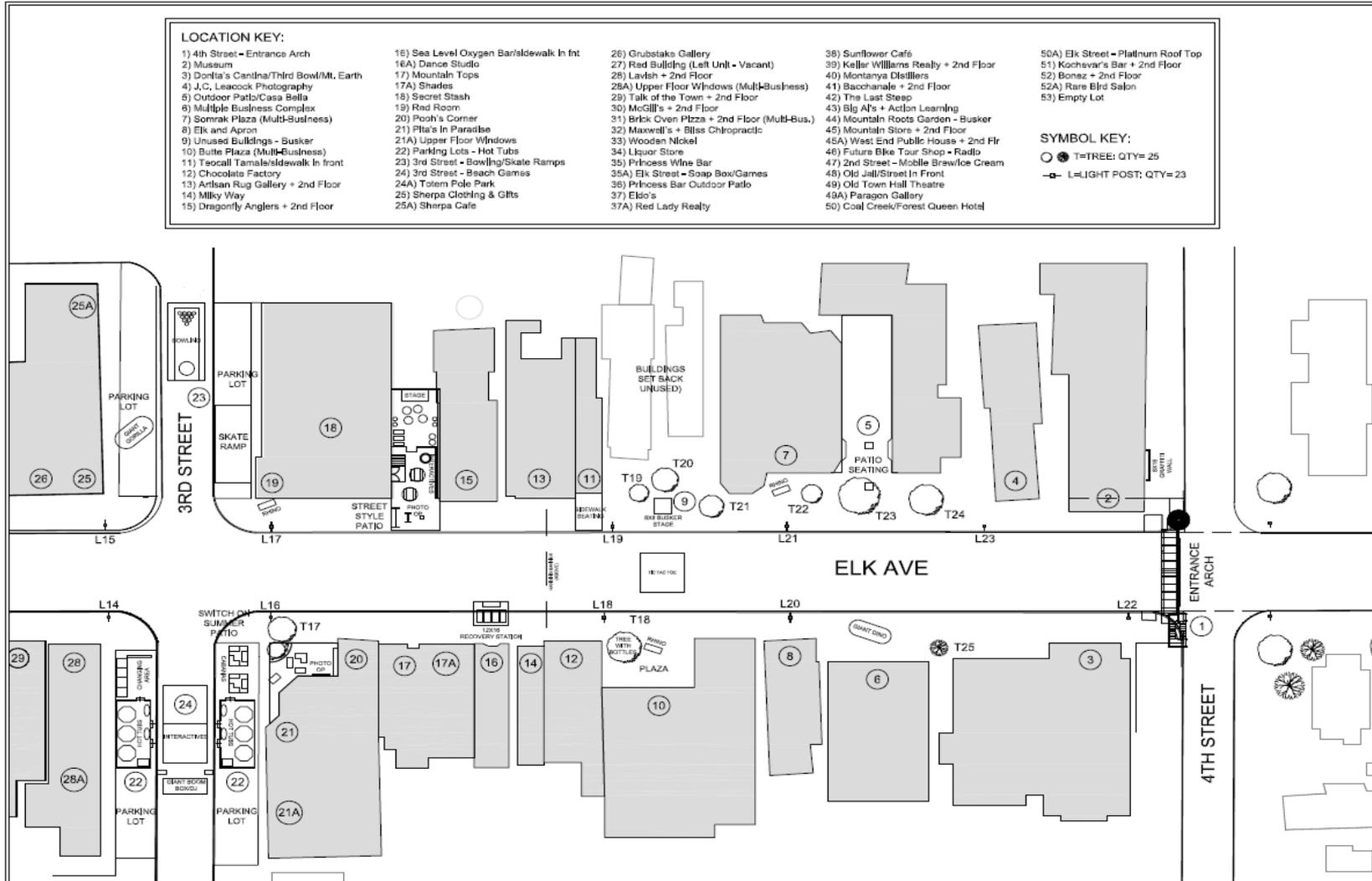
*Master Site Plan*

# Site Map



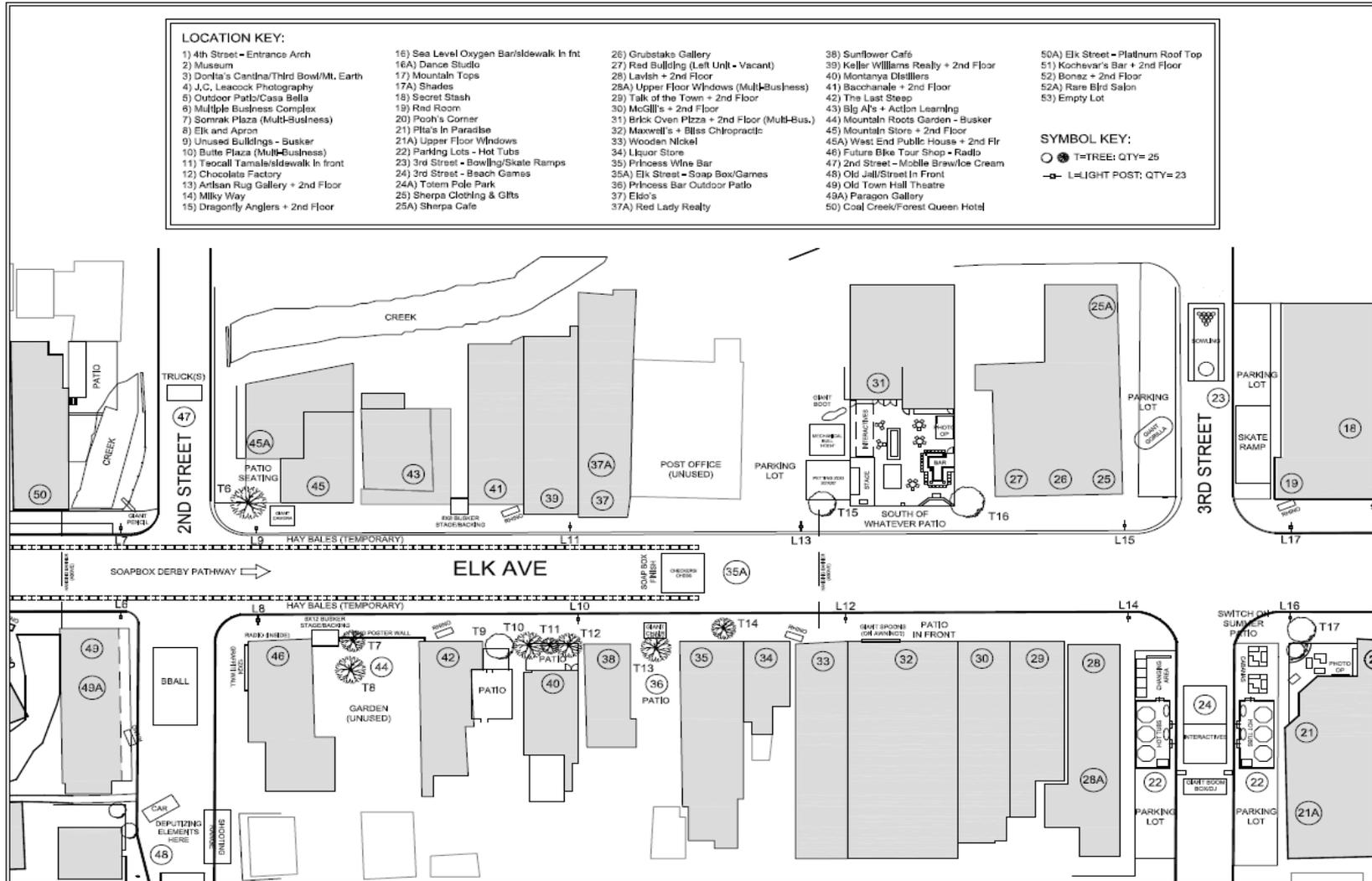
**\*\* See actual Master Site CAD for details\*\***

# Site Map



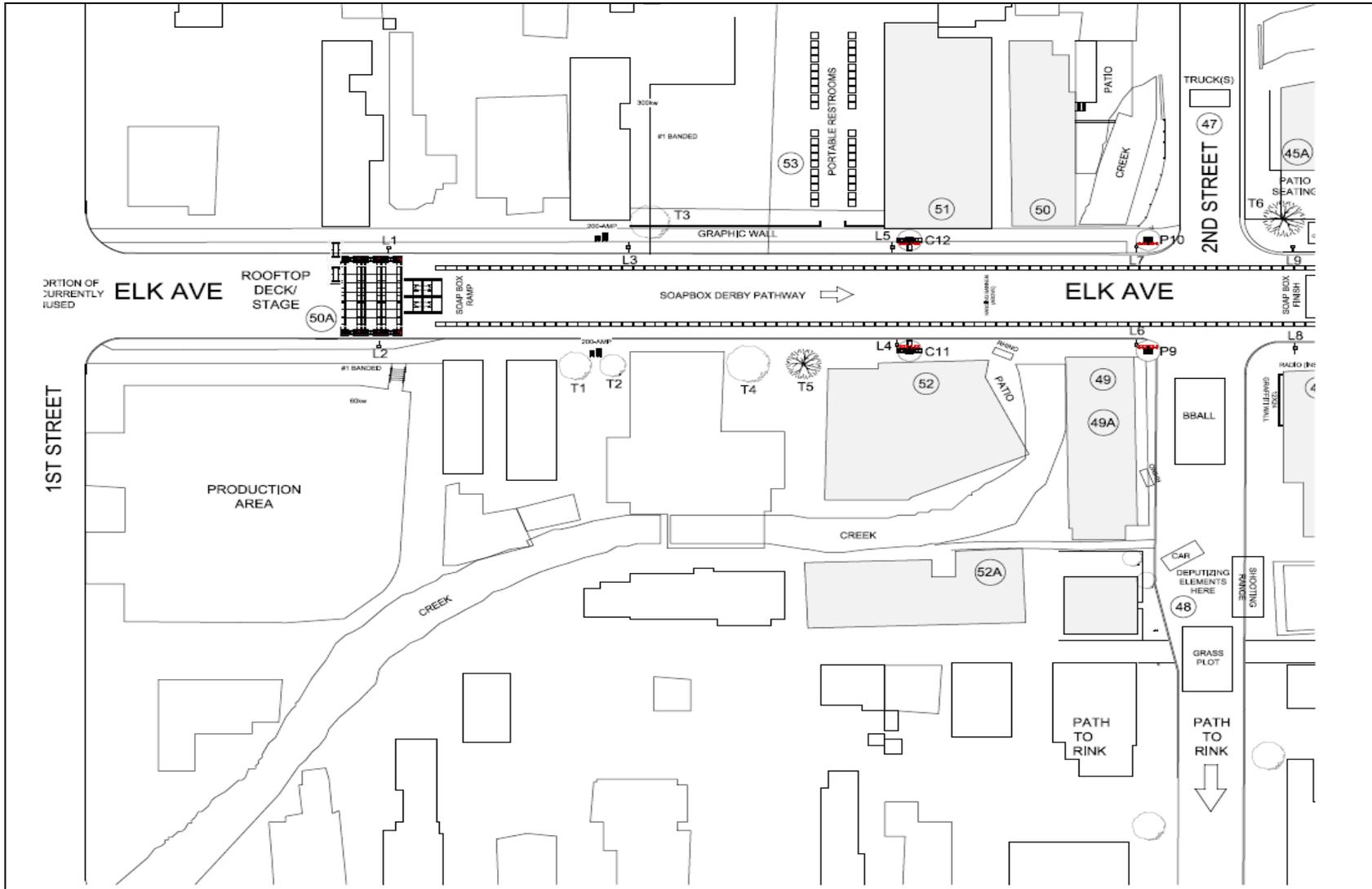
**\*\* See actual Master Site CAD for details\*\***

# Site Map



**\*\* See actual Master Site CAD for details\*\***

# Site Map



**\*\* See actual Master Site CAD for details\*\***



*Whatever, USA*

*Street Closure Plan*

# Street Closure Plan

## Elk Avenue – Temporary Closure Plan

Date	Duration	Location	Conditions
8/26	11:00 p.m.-6:00 a.m. (start dates is dependent on contract/event approval's)	Elk Avenue 4 <sup>th</sup> to 3 <sup>rd</sup>	Wooden barricades set up/removed by Public Works/Mosaic; Vehicles will have no access and street should be cleared of any vehicles on curb; Pedestrians will have access but caution should be used; street will operate as normal during business hours; Graphic applications will be applied to both 2 <sup>nd</sup> & 3 <sup>rd</sup> story windows; G Blocks and vertical truss towers installed
8/26	10:00 p.m.-6:00 a.m.	Elk Avenue 3 <sup>rd</sup> to 2 <sup>nd</sup>	See above
8/27	10:00 p.m.-6:00 a.m.	Elk Avenue 2 <sup>nd</sup> to 1 <sup>st</sup>	See above

## Elk Avenue – Permanent Closure Plan

Date	Duration	Location	Conditions
8/26-9/12	9:00 am – event duration (start dates is dependent on contract/event approval's)	Big Mine Arena	Parking Lot access will be closed beginning 8/25 – 9/12; plans have been made to allow parking for Nordic businesses/employees
9/2 - 9/8	12:01 a.m..	Elk Avenue 4 <sup>th</sup> to 3 <sup>rd</sup> & 3 <sup>rd</sup> St, .North/South sides, to alley ways	Wooden barricades set up/removed by Public Works; Vehicles will have no access and street should be cleared of any vehicles on curb; Pedestrians will have access but cautioned
9/3 - 9/8	12:01 a.m.	Elk Avenue 3 <sup>rd</sup> to 1 <sup>st</sup> & 2 <sup>nd</sup> St. North/South sides, to alley ways	See above
9/5	4:00 p.m. – 6:00 pm	Elk Avenue 6 <sup>th</sup> to 4 <sup>th</sup>	<u>Temporary closure from 4 way, to 4<sup>th</sup></u> , Minimizing congestion during the unload of the 1300 guest

# Street Closure Plan

## Elk Avenue – Temporary Closure Plan

Date	Duration	Location	Conditions
8/26	12:01 a.m. – 10:00 p.m.	Elk Avenue 4 <sup>th</sup> to 1st	Wooden barricades set up/removed by Public Works; Vehicles will have no access and street should be cleared of any vehicles on curb; Pedestrians will have access but caution
8/27	6:00 a.m. - 12:00 p.m.	Elk Avenue	Reopened, street seal coating to take place 9/8-9/11, TBD – planning with Public Works
8/28	6:00 a.m. – 12:00 p.m.	Elk Avenue	Stripping and cross walk painting – Public Works
9/5 & 9/6	10:00 p.m. – 10:45 p.m.	2 <sup>nd</sup> St. (Elk to Big Mine)	Temporary closing; event attendees will be escorted by event security from Elk Ave, to Big Mine Arena

*Whatever, USA*

*Transportation Plan*

# Public/Private Transit Plan

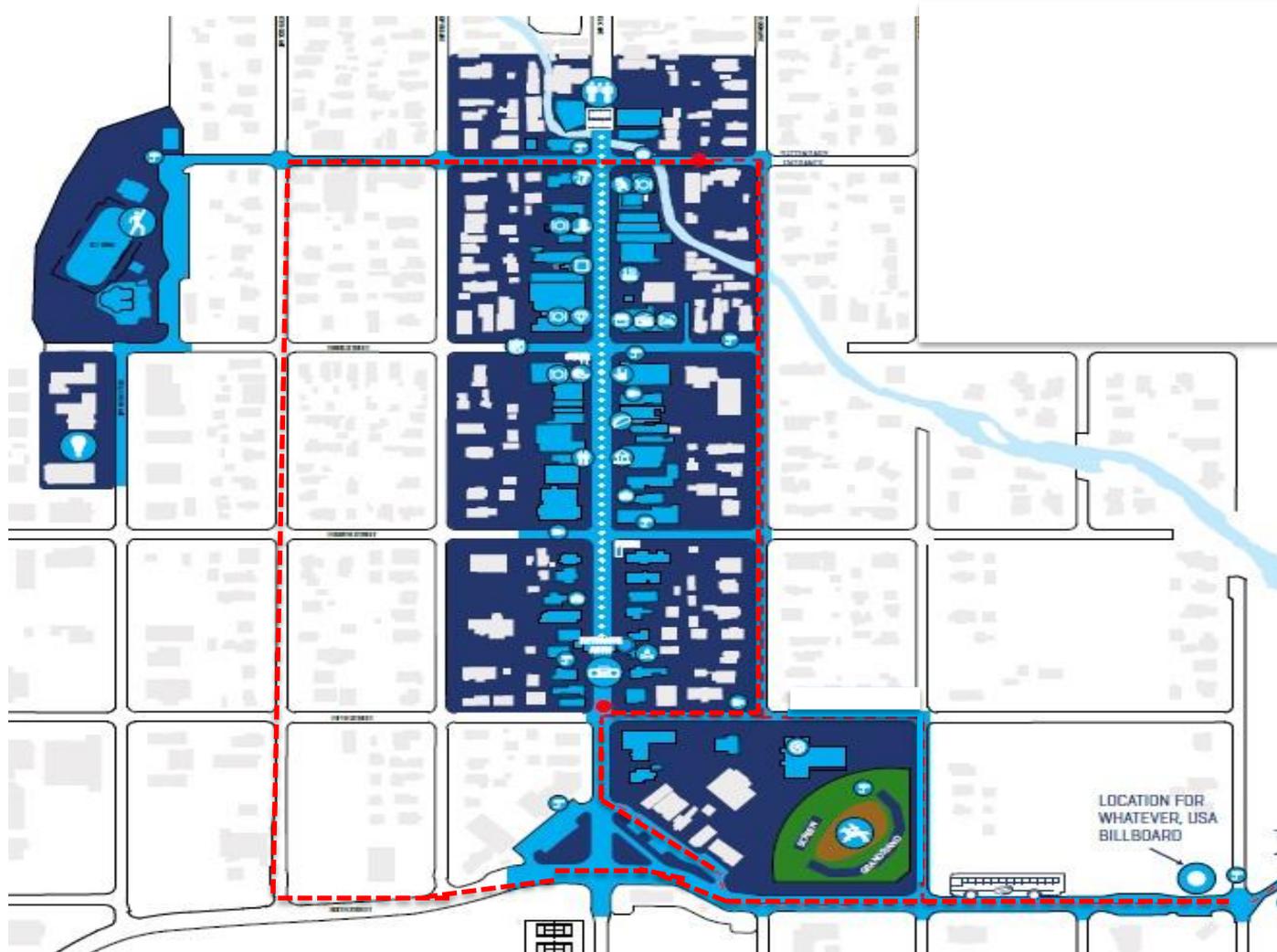
## Public Bus Routing

Date	Duration	Bus Route	Conditions
8/25-8/27	10:00 p.m.-6:00 a.m.	Maroon By Pass	Busses will run on pre approved Maroon by pass. Route through 2 <sup>nd</sup> St., per normal route
9/2-9/4	6:00 a.m. – event duration	Maroon By Pass	See above
9/5-9/7	6:00 am- event duration	5 <sup>th</sup> St By Pass	Busses will run pre approved 5 <sup>th</sup> Street By Pass
9/8-9/9	6:00 am- event duration	5 <sup>th</sup> St By Pass	Busses will run pre approved 5 <sup>th</sup> Street By Pass

## Private Bus Routing

Date	Duration	Bus Route	Conditions
9/5	4:00 p.m.-5:00 a.m.	Gothic Ave. to 5 <sup>th</sup> St	Busses will run on pre approved 5 <sup>th</sup> Street By Pass, dropping passengers at 5 <sup>th</sup> and Elk; 50 passenger busses will drop guest until all 1330 guest are at ribbon cutting ceremony
9/5	6:00 p.m. to 12:00 a.m.	5 <sup>th</sup> Street By Pass	(1-2) 50 Passenger buses will continuously service route
9/5	11:00 p.m. to 1:00 a.m.	Bellevue By Pass	(1-8) 50 Passenger buses will continuously service route, picking up guest outside of Big Mine Arena and transporting them to Mt CB
9/6	9:00 a.m. to 10:00 p.m.	5 <sup>th</sup> Street By Pass	(1-2) 50 Passenger buses will continuously service route
9/6	11:00 p.m. to 1:00 a.m.	Bellevue By Pass	(1-8) 50 Passenger buses will continuously service route, picking up guest outside of Big Mine Arena and transporting them to Mt CB

# Maroon By Pass Bus Route



# 5<sup>th</sup> St. By Pass Bus Route



# Bellevue Bus Route (Private)



*Whatever, USA*

*Security & Fencing Plan*

# Security Staffing

## Local Law Enforcement (x20)

- SB Town Marshall serves as head of security throughout event.
- All Marshals will be on call through this event.
- Responsible for all channels for security to communicate with staff and between all groups.

## Patriot Managers (x8)

- Arrive Monday 9/1
- Depart Monday 9/8
- Manage all support staff, local managers and guard subcontractor

## Local Crested Butte Security Managers (x6)

- Responsible for all issues regarding residents and town workers
- Coordinating deliveries for stores

## Staff Credentials Specialist (x2)

- Arrive Monday 9/1
- Depart Monday 9/8
- Responsible for all staff credentials

## Security Officers (x80)

- Responsible for 24/7 guard posts in town and mountain
- Responsible for special event security and access control
- Staffing 24/7 Command Center

# Security Scenarios

## Mob Scenario:

In the event that an unforeseen number of people attend the Bud Light Special Event, September 5-7<sup>th</sup>, and additional law enforcement is needed, the following is the Crested Butte Marshal's Department contingency plan. The first available resources will come from the Gunnison County Sheriff's department and the Gunnison Police department. Through these 2 agencies we could expect to receive 4-6 officers in a couple of hours. If additional law enforcement is needed, I would be able to call upon the Colorado Association of Chiefs of Police's organization, and hopefully get additional officers by mid day Saturday, September 6<sup>th</sup>.

In the event that things get completely out of control, and adequate law enforcement is unavailable, I will have full authority to cancel or suspend all further Anheuser Busch activities. Anheuser Busch will then need to bus all of their participant back to their hotel rooms until further planning occurs.

C.B. Town Marshall

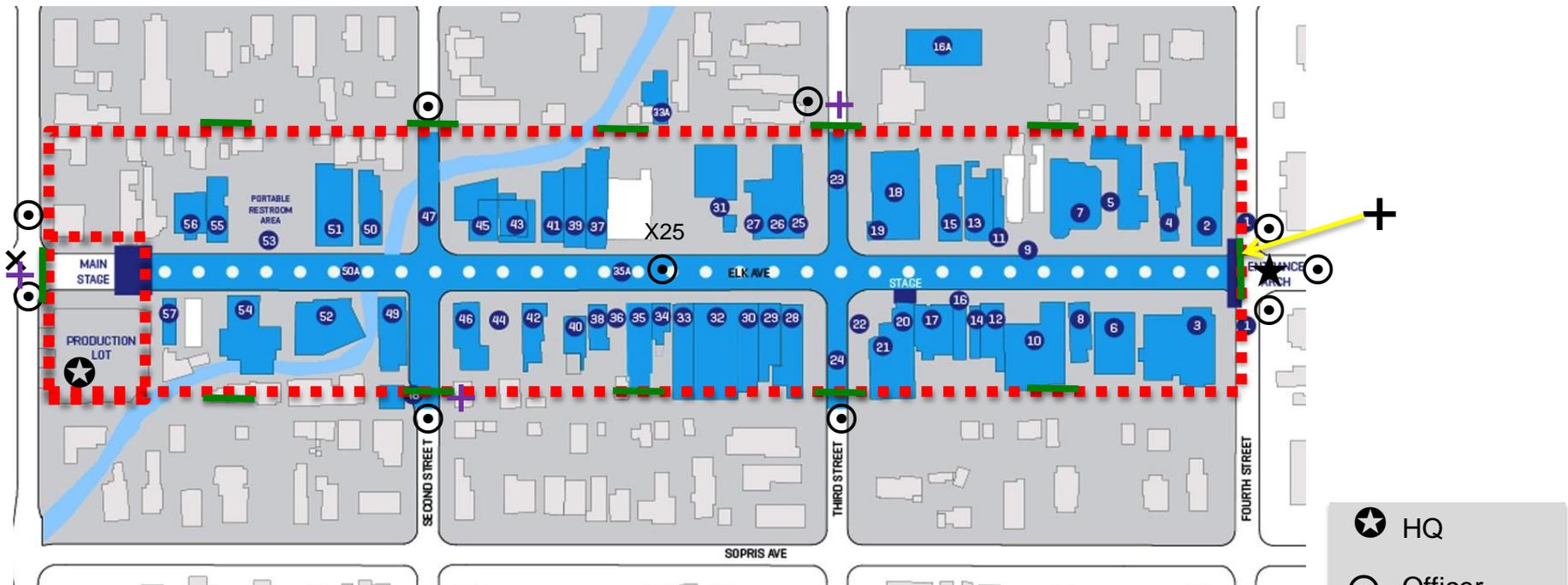
# *Security Placement*

## **Placement**

- Concentrated security measures (30+ officers) for marquee events including:
  - Friday night concert and Light the nights at Big Mine
  - Welcome Parade, Main Stage Concert
- Patio parties will have dedicated security staff
- Each participatory event will have an accompanying security officer
- Each active account will have door security to monitor wrist bands and access and interior security for crowd control
- 24/7 perimeter and alley patrol
- Security must enforce the laws within the Entertainment District; restricting the entrance of outside alcohol into both on and off premise accounts



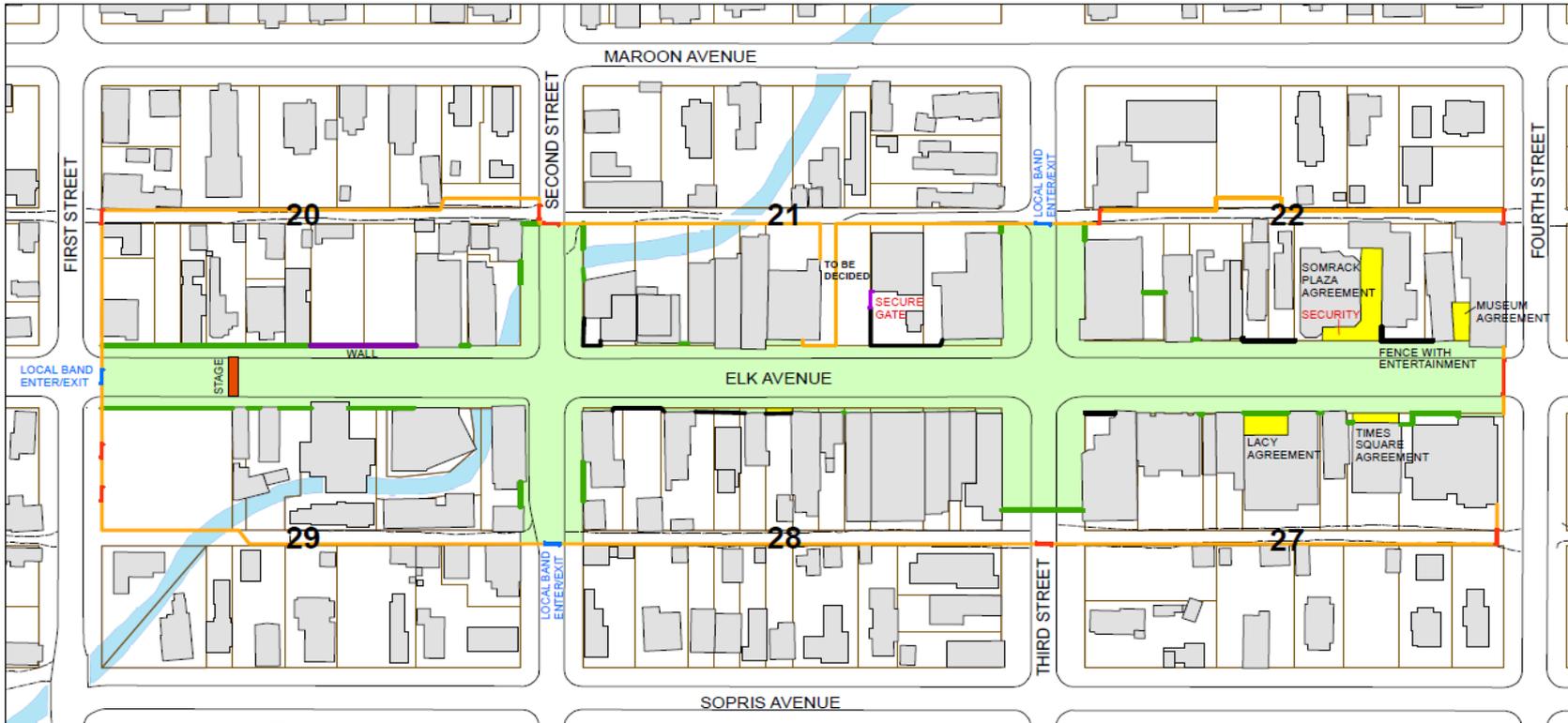
# Security Town Perimeter



- Approximately 3,200 feet of 6' high temporary fence
- Inside and outside mesh branding on show-facing areas
- ★ Primary access point for all guests. Security will control the gate
- + Chamber of Commerce will ID and credential local participants. Security will control the gate
- Locals wearing the “Local” credential band will have the option to enter/exit the event through additional security manned gates

\* For Emergency services and deliveries

# Security - Entertainment District Consumption Perimeter



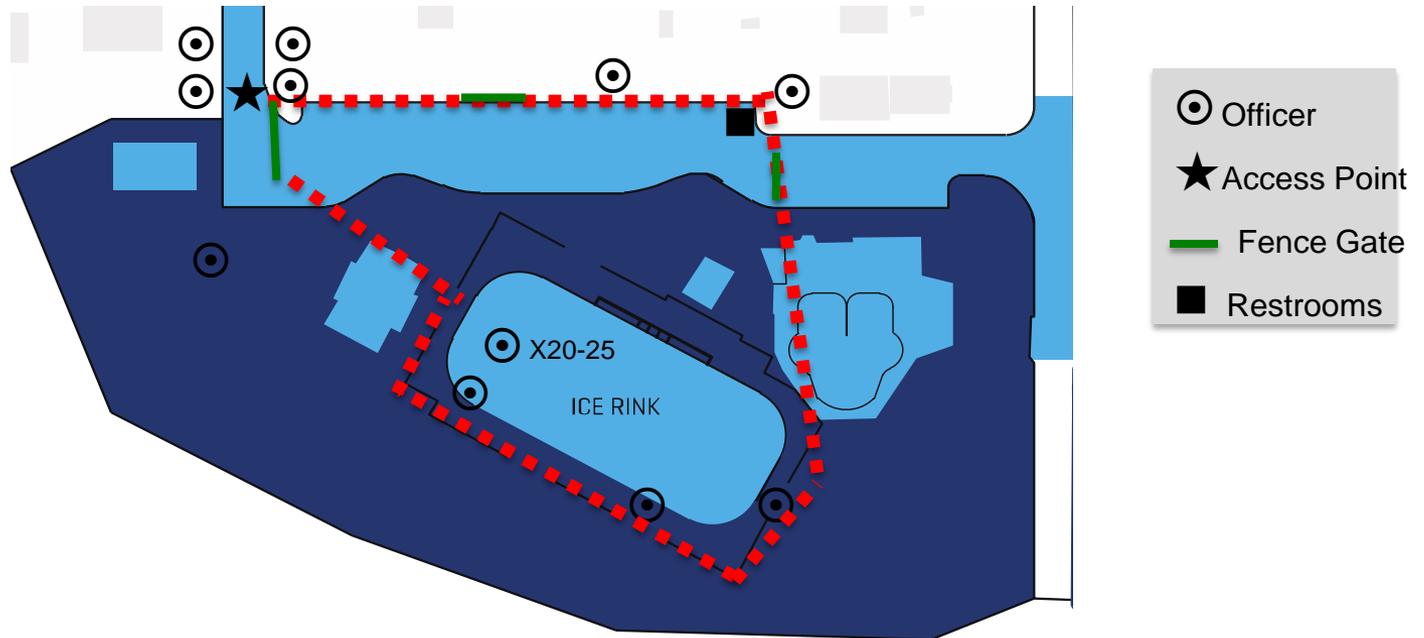
## FENCING PLAN

- Event Containment Fence  
Typical alley configuration is 14 foot drive surface and 2 foot pedestrian access in Blocks 20, 22, 27, 28, and 29
- Areas to be accessed by agreement with property owner
- Buildings
- Parcel Boundaries
- Coal Creek
- Gates
- Local Band Enter/Exit
- Secure Gate
- Consumption Area
- Existing Fence
- New Fence
- Wall



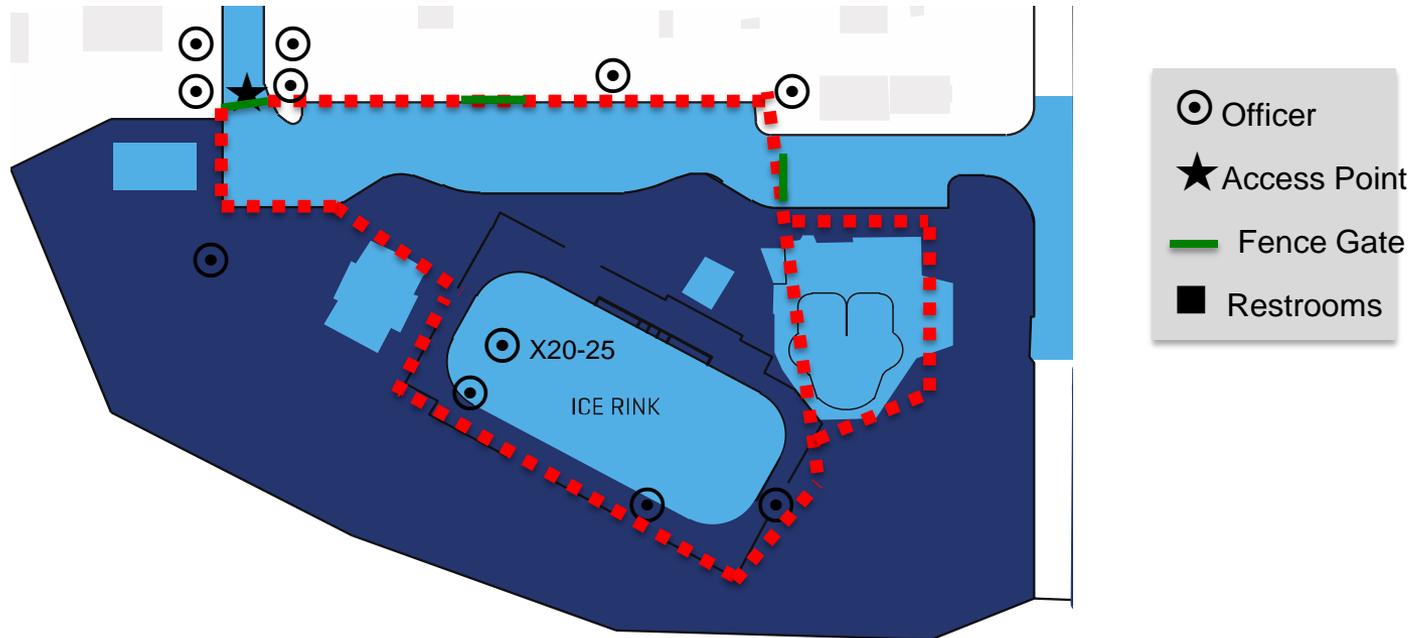
Filename: C:/project/AB\_2014/Fencing Plan-b.mxd  
Date: August 27, 2014

# Security Big Mine Perimeter Pre Production



- Pre Production Fencing plan will exist until 9/5 10:00 am; This will allow business in Nordic Center to operate until even day
- Approximately 1,400 feet of 6' high temporary fence
- Inside and outside mesh branding on show-facing areas

# Security Big Mine Perimeter Live Event



- Live Event Fencing plan will exist until 9/8 9:00 am; we will then need to adjust fencing back to pre production plan for strike duration; 9/12
- Friday night concert and Saturday Light the Night will have concentrated security of ~30 officers

# Security Venue Perimeter



- Install: start on Thursday morning, completed on early Friday morning
- Removal: start Sunday at evening, complete Monday am
- 6' chain link fencing

# Security Venue Perimeter



## Perimeter Access

- Placed on edge of event perimeter
- 9 foot Emergency lanes will be kept open on both alleyways running parallel to Elk Street
- Lanes will be used for EMS and LE
- Residents will receive credentials to allow access to homes



*Whatever, USA*

*EMS Plan*

# *EMS Plan*

## **Staging:**

- 3-3 man Crews
- Each EMT/Paramedic/Firefighter will be equipped with:
  - Response backpack
  - WUSA Fire/EMS branded shirts for identification purposes
  - Full access bracelets
- 3 EMS Ranger ATV's (with patient transport capabilities)
- One Ambulance

# EMS Plan

Staging locations:

Crested Butte:

## **Friday September 5th**

Afternoon: 3:30 p.m. to 9:30 p.m.

Team Staging: 3-3 man backpack teams on Elk

Team One: Corner of 4<sup>th</sup> of Elk area with rover capabilities to 6<sup>th</sup>

Team Two: 3<sup>rd</sup> and Elk Avenue area with rover capabilities to 2<sup>nd</sup> and stage area

Team Three: Rover Team from 6<sup>th</sup> to 1<sup>st</sup> with relief of other crews built in

Ranger Staging: CB EMS Ranger 1: Inside gate North West side of 4<sup>rd</sup> Street

CB EMS Ranger 2: Inside gate North West side of 2<sup>nd</sup> Street

CB EMS Ranger 3: Rover EMS relief and response unit

Evening Staging: 9:00 pm to 1:00 am at the Ice Rink

3-3 man Crews/Rangers/Ambulance

Team One: Inside gate south side of parking lot

Team Two: Inside gate on west side of rink

Team Three: Inside gate as a rover crew walking around with a response backpack

Ranger Staging: CB EMS Ranger 1 & 2: Inside fence (one to cover inside area, 2 for staging for call to Elk)

CB EMS Ranger 3: Inside gate to support east side

Ambulance: Staged on East Side of rink during concert

There will be a dedicated Ambulance on standby for the WUSA event for the entire 48 hour operational period

# *EMS Plan – Crested Butte*

Staging locations:

Crested Butte:

## **Saturday September 6th**

Crested Butte: 9:00 a.m. to 9:00 p.m.

Team Staging: 3-3 man backpack teams on Elk

Team One: Corner of 4<sup>th</sup> of Elk area with rover capabilities to 6<sup>th</sup>

Team Two: 3<sup>rd</sup> and Elk Avenue area with rover capabilities to 2<sup>nd</sup> and stage area

Team Three: Rover Team from 6<sup>th</sup> to 1<sup>st</sup> with relief of other crews built in

Ranger Staging: CB EMS Ranger 1: Inside gate North West side of 4<sup>rd</sup> Street

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CB EMS Ranger 3: Inside gate to support east side

Ambulance: Staged on East Side of rink during concert

There will be a dedicated Ambulance on standby for the WUSA event for the entire 48 hour operational period

# *EMS Plan – Mt. Crested Butte*

Friday:

The WUSA ambulance will be available for EMS calls in Mt. Crested Butte area if Needed

Saturday:

There will be an additional Ambulance and Crew Stationed at CBMR on Saturday September 6<sup>th</sup> from 9am-5pm for all the activities in Mt. Crested Butte area

\*The Crested Butte Fire Protection District will also have our Physician Advisor/Medical Director Board Certified ER Doctor on duty for the entire 48 hour Period

\*\* Fire/EMS Command staff on Duty for the 48 hour operational period

\*\*\*If crowds exceed 3000+ an additional Ranger/ATV will be needed with Additional resources and crew members

*Whatever, USA*

*Communication Plan*

# *Communication Plan*

## WUSA Communication Plan

The plan will inform the community of what to expect leading up to event. The Town will utilize three sources of communications:

- Town of Crested Butte

- Crested Butte News

- KBUT Radio

- CB Chamber of Commerce

The aim of this plan is to educate/inform residents, businesses and guest of impacts of this event (pre/during/prior)

# Communication Plan

The Plan includes one paragraph summaries of the following plans:

- Fencing Plan

- Kid's Plan

- Local Access

- Parking Plan

- Post Office Access

- Road Closures

- Transportation Re-routes for weekend

Timing

KBUT – revolving PSAs will be scheduled on August 22 to be released in the event the event moves forward.

- CB News

- August 28 – all

- September 4 – all

e-blasts via Town of CB and Chamber will be pre-queued beginning August 26.

August 26/28/30, Sept 2/4 – All plans

Revolving updates building up to event.

*Whatever, USA*

*Credential Plan*

# Credentials



## Access Parameters

- **Blue - Winners** - access to all activities. Free food and Bud Light from active accounts
- **Black – VIP** – AB Exec's, Mosaic/Fusion Exec's- access to all activities. Free food and Bud Light from active accounts/back stage/Production Village
- **Green - Artist** - Free food and Bud Light from active accounts/back stage/Production Village
- **Purple – Film/Media** - access to all activities. Free food and Bud Light from active accounts/back stage/Production Village
- **Red- Production staff** – Big Mine access beginning 8/25; Production Village, Elk Ave, and all active accounts; NO FOOD OR BUD LIGHT PLAN.
- **Light Green - Brand Ambassadors** - access to all activities. Free food and active accounts/back stage/Production Village/ big mine. NOT ALLOWED TO DRINK ANY ALCOHOL
- **Orange – Local** - Residents/Enduro Bike Racers – MUST BE LDA; access to Elk Ave. public entertainment (no participatory events), general account access. Free Bud Light from active accounts NO FOOD.
- **Grey -Local UNDER 21** – Elk Ave. Employee and Under age Enduro Riders, must have proof of employment to receive credential or on employer list/registered riders list. NO FOOD/ALCOHOL OF ACCESS TO PARTICIPATORY EVENTS

# Credential Distribution

## Access Parameters

- **Blue - Winners** - receive credentials during registration at CBMR
- **Black – VIP** – receive credentials during registration at CBMR
- **Green - Artist** - receive credentials during registration at CBMR
- **Purple – Film/Media** -receive credentials during registration at CBMR
- **Red- Production staff** –receive at production village by Mosaic Operations Manager.
- **Light Green - Brand Ambassadors** -receive credentials during registration at CBMR
- **Orange – Local** - receive at “Local Registration Tent” at 4<sup>th</sup> and Elk, near arch entry way
- **Grey -Local UNDER 21** – receive at “Local Registration Tent” at 4<sup>th</sup> and Elk, near arch entry way; , must have proof of employment to receive credential or on employer list or registered riders list.
- **White – Event Directors/Steering Committee** – TBD, pick up prior to event

Note: 1) all credentialing is conducted by event Security staff

2) Residents within the event footprint will need to show event credentials at fence entry points to gain access; residents within this footprint will be notified of credential procedure by event representative

3) Children accompanied by a parent are permit to see health care professionals



*Whatever, USA*

*Food and Beverage*

# *Food and Beverage*

## **Food and Beverage Overview**

- Complimentary AB Products will be available to winners and town guests (21+) throughout the event. All participants will be wearing wristbands for easy identification. Beverage will be available in the bars and restaurants along Elk Avenue, as well as in the Centre for the Performing Arts, Old Town Hall and Big Mine Arena. All other brands of beer and spirits will be removed from the premises
- Mt. Spirits will be closed via buyout
- Marquee Events scheduled in Big Mine Arena for both Friday and Saturday night. Bars and activities along Elk will remain open during the same time period. Bud Light products will be available in all of them
- Bars and Entertainment venues on Elk Ave will be open throughout the evening; excluding private events

- A central crew meal location will also be in operation in Whatever USA August 25-September 10. The location, times and final details to be finalized

## **Payments and Deliveries**

- Each account will be given a deposit and an estimated amount of food/beer to order based on individual scope of involvement and size
- Fusion will settle up the tab with each account on Sunday 9/7. Accounts receivable, payable and taxes will remain unchanged as normal procedure
- The perimeter will be gated on each cross street and during police approved times, pull trucks into the cross streets. We will supplement man power to bring goods to individual businesses

# *Food and Beverage*

## **Friday, September 5**

5:00pm – 10:30pm

- Participating restaurants (majority of those on Elk) will be open for Whatever USA DineAround. Each will have a limited menu, and winners will have the opportunity to choose where they would like to have dinner

## **Saturday, September 6**

10:00am – 6:00pm

- Participating restaurants (majority of those on Elk) will be open for Whatever USA lunch. Each will have a limited menu, and winners will have the opportunity to choose where they would like to have lunch.

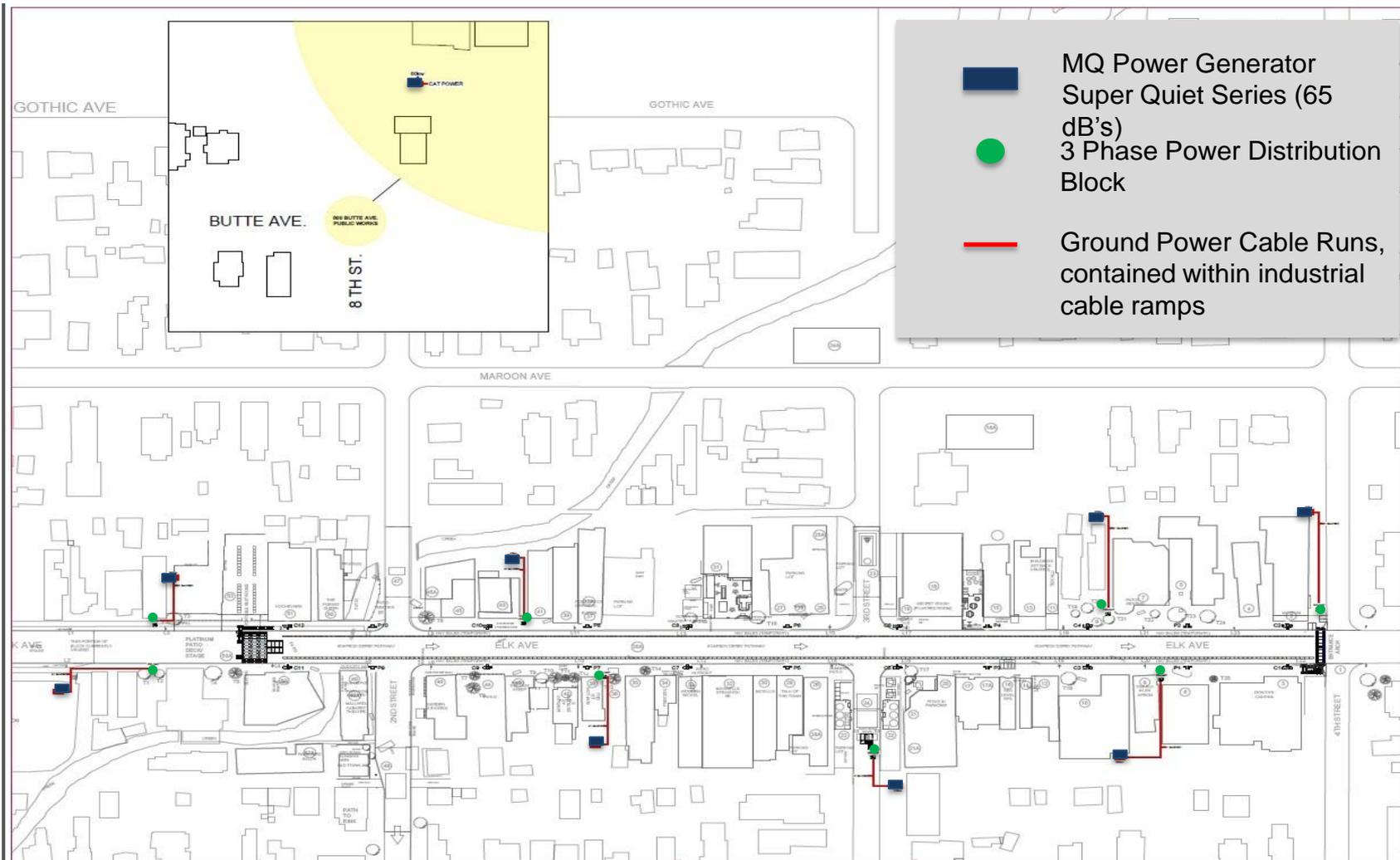
6:00pm – 9:00pm

- Family dinner on Elk Avenue for all winners. Tables set up throughout the street, and participating restaurants will provide family style service menu for the group. AB products will be served throughout.
- Family dinner will be restricted to event participants only; general public will still have access to all Elk Ave. establishments

*Whatever, USA*

*Power & Generator Plan*

# CAT Power Plan



\*Actual generator placement may vary, due to residential locations or private events

\*\* CAD only represents power plan; other elements do not reflect latest master site plan

\*\*\* All electrical power installed, inspected by Colorado licensed electrical engineer; report submitted to town

# CAT Power Plan



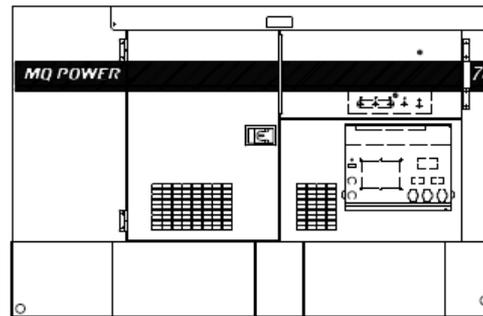
## DCA70SSJE2 MQ POWER Series Generator

### WhisperWatt™

Prime Rating — 56 kW (70 kVA)

Standby Rating — 62 kW (77 kVA)

3-Phase, 60 Hertz, 0.8 PF



#### STANDARD FEATURES

- Heavy duty, 4-cycle, direct injection, turbocharged, charge air cooled diesel engine provides maximum reliability.
- Brushless alternator reduces service and maintenance requirements and meets temperature rise standards for Class H insulation systems.
  - Open delta alternator design provides virtually unlimited excitation for maximum motor starting capability.
  - Automatic voltage regulator (AVR) provides precise regulation.
- Electronic governor system maintains frequency to  $\pm 0.25\%$ .
- Full load acceptance of standby nameplate rating in one step (NFPA 110, para 5.6.3.1.2).
- Sound attenuated, weather resistant, steel housing provides operation at 65 dB(A) at 23 feet. Fully lockable enclosure allows safe unattended operation.
- Internal fuel tank with direct reading fuel gauges are standard.
- E-coat and powder coat paint provide durability and weather protection.
- Digital engine gauges including oil pressure, water temperature, battery volts, engine speed, and fuel level.
- Analog generator instrumentation including AC ammeter, AC voltmeter, frequency meter, ammeter phase selector switch, voltmeter phase selector switch, and voltage regulator adjustment potentiometer.
- ECUe30 microprocessor-based digital generator controller.
  - Remote 2-wire start/stop control.
  - Operational temperature range of  $-40^{\circ}$  to  $85^{\circ}$  C.
  - High visibility LCD display with heated screen and alphanumeric readout.
  - Modbus interface for gauge panel and expansion options.
  - DPF cleaning cycle indication.
- Automatic safety shutdown system monitors the water temperature, engine oil pressure, low coolant, overspeed, and overcrank. Warning lights indicate abnormal conditions.
- Fully covered power panel. Three-phase terminals and single phase receptacles allow fast and convenient hookup for most applications including temporary power boxes, tools and lighting equipment. All are NEMA standard.
- Fuel/water separator. Removes condensation from fuel for extended engine life.
- Simultaneous single and three phase power.
- Emergency Stop Switch. When manually activated, shuts down generator in the event of an emergency.
- EPA emissions certified - Tier 4i emissions compliant.
  - Engine fitted with DOC and DPF.
- Spill Containment - Bunded design protects environment by capturing up to 120% of engine fluids.

DCA70SSJE2 — MQ POWER SERIES GENERATOR — REV. #0 (09/10/12)

# CAT Power Plan



## DCA70SSJE2 MQ POWER Series Generator

### SPECIFICATIONS

Generator Specifications		
Design	Revolving field, self-ventilated drip-proof, single bearing	
Armature Connection	Star with Neutral	Zig Zag
Phase	3	
Standby Output	62 KW (77 KVA)	44 KW
Prime Output	56 KW (70 KVA)	40 KW
30 Voltage (L-L-N)	208Y/120, 220Y/127, 240Y/139	N/A
Voltage Selector Switch at 30 240/139		
30 Voltage (L-L-N)	416Y/240, 440Y/254, 480Y/277	N/A
Voltage Selector Switch at 30 480/277		
10 Voltage (L-L-N)	N/A	240/120
(Voltage Selector Switch at 10 240/120)		
Power Factor	0.8	1.0
Voltage Regulation (No load to full load)	±0.5%	
Generator RPM	1800	
Frequency	60 Hz	
No. of Poles	4	
Excitation	Brushless with AVR	
Frequency	60 Hz	
Frequency Regulation: No Load to Full Load	Isosynchronous under varying loads from no load to 100% rated load	
Frequency Regulation: Steady State	±0.25% of mean value for constant loads from no load to full load.	
Insulation	Class H	
Sound Level dB(A) Full load at 23 feet	65	

Engine Specifications	
Make / Model	John Deere / 4045HFG92
Emissions	EPA Interim Tier 4 Certified
Starting System	Electric
Design	4-cycle, water cooled, direct injection, turbocharged, charge air cooled and EGR
Displacement	275.0 in <sup>3</sup> (4500 cc)
No. cylinders	4
Bore x Stroke (mm)	106 x 127
Gross Engine Power Output	107 hp (80 kW)
BMEP	168 psi (1161 kPa)
Piston Speed	1500 ft./min. (7.62 m/s)
Compression Ratio	16.1:1
Engine Speed	1800 rpm
Overspeed Limit	2070 rpm
Oil Capacity	3.88 gallons (14.7 liters)
Battery	12V 75Ah x 1

Fuel System		
Recommended Fuel	ASTM-D975-No.1 & No.2-D*	
Maximum Fuel Flow (per hour)	15.9 gallons (60 liters)	
Maximum Inlet Restriction (in)	8.9 in. (225 mm)	
Fuel Tank Capacity	103 gallons (390 liters)	
Fuel Consumption	gph	lph
At full load	4.3	16.2
At 3/4 load	3.4	12.7
At 1/2 load	2.7	10.1
At 1/4 load	2.0	7.4

\* Use ultra-low sulfur diesel fuel.

Cooling System	
Fan Load	4.2 hp (3.1 kW)
Coolant Capacity (with radiator)	5.92 gallons (22.4 liters)
Coolant Flow Rate (per minute)	58 gallons (218 liters)
Heat Rejection to Coolant (per minute)	3068 Btu (3.2 MJ)
Maximum Coolant Friction Head	14.9 psi (103 kPa)
Maximum Coolant Static Head	78.7 feet (24.0 meters)
Ambient Temperature Rating	104°F (40°C)

Air	
Combustion Air	181 cfm (5.1 m <sup>3</sup> /min)
Maximum Air Cleaner Restriction	25 in. H <sub>2</sub> O (6.25 kPa)
Alternator Cooling Air	526 cfm (14.9 m <sup>3</sup> /min)
Radiator Cooling Air	3393 cfm (96.1 m <sup>3</sup> /min)
Minimum Air Opening to Room	6.03 ft <sup>2</sup> (0.56 m <sup>2</sup> )
Minimum Discharge Opening	3.33 ft <sup>2</sup> (0.31 m <sup>2</sup> )

Exhaust System	
Gas Flow (full load)	399 cfm (11.3 m <sup>3</sup> /min)
Gas Temperature	835°F (446°C)
Maximum Back Pressure	52 in. H <sub>2</sub> O (13 kPa)

Amperage	
Rated Voltage	Maximum Amps
10 120 Volt	155.4 Amps (4 wire) 168A x 2 (Zigzag)
10 240 Volt	77.8 Amps (4 wire) 168A (Zigzag)
30 240 Volt	168 Amps
30 480 Volt	84 Amps
Main Line Circuit Breaker Rating	175 Amps
Over Current Relay Trip Set Point 480V Mode Only	84 Amps

### WARRANTY\*

#### John Deere Engine

12 months from date of purchase with unlimited hours or 24 months from date of purchase with 2000 hours (whichever comes first).

#### Generator

24 months from date of purchase or 2000 hours (whichever occurs first).

#### Trailer

12 months excluding normal wear items.

\*Refer to the express written, one-year limited warranty sheet for additional information.

### NOTICE

Generator is not intended for use in enclosed areas or where free flow of air is restricted.

Backfeed to a utility system can cause electrocution, shock and/or property damage. **DO NOT** connect to any building's electrical system except through an approved device.

Specifications are subject to change without notice.

# CAT Power Plan



**DCA70SSJE2**

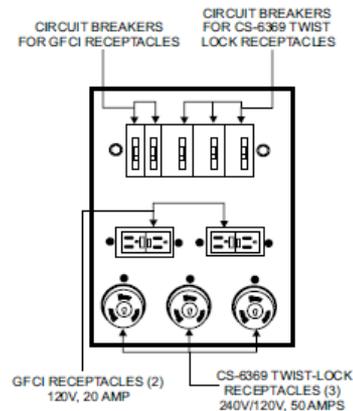
**MQ POWER Series Generator**

**MQ POWER DECIBEL LEVELS**

Our soundproof housing allows substantially lower operating noise levels than competitive designs. WhisperWatts are at home on construction sites, in residential neighborhoods, and at hospitals — just about anywhere.

90	— Subway / truck traffic
80	— Average city traffic
70	— Inside car at 60 mph
65.0	— <b>WhisperWatt at 23 feet</b>
60	— Air conditioner at 20 feet
50	— Normal conversation

## GENERATOR OUTPUT PANEL



## OPTIONAL GENERATOR FEATURES

- **Battery Charger** — provides fully automatic and self-adjusting charging to the generator's battery system.
- **Jacket Water Heater** — for easy starting in cold weather climates.
- **Special Batteries** — long life batteries provide extra engine cranking power.
- **Spring Isolators** — provides extra vibration protection for standby applications.
- **Trailer Mounted Package** — meets National Highway Traffic Safety Administration (NHTSA) regulations. Trailer is equipped with electronic or surge brakes with double or triple axle configuration.

## OPTIONAL CONTROL FEATURES

- **Audible Alarm** — alerts operator of abnormal conditions.
- **Emergency Stop Switch** — when manually activated, shuts down generator in the event of an emergency.

## OPTIONAL OUTPUT CONNECTIONS

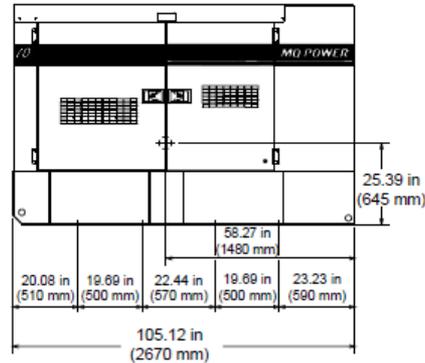
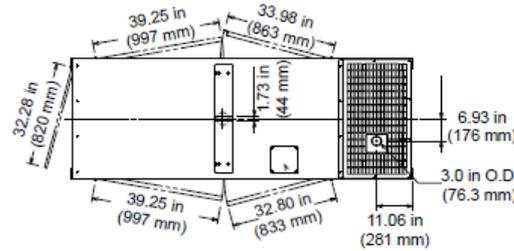
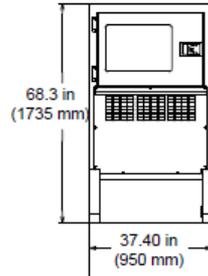
- **Cam-Lok Connectors** — provides quick disconnect alternative to bolt-on connectors.
- **Pin and Sleeve Connectors** — provides industry standard connectors for all voltage requirements.
- **Output Cable** — Available in any custom length and size configuration.

# CAT Power Plan



**DCA70SSJE2**  
**MQ POWER Series Generator**

**DIMENSIONS**



Weight	
Dry Weight	3,594 lbs. (1,630 kg)
Wet Weight	4,410 lbs. (2,000 kg)
Max. Lifting Point Capacity	6,960 lb. (3,157 kg)

Generator can be placed on MQ Power Trailer TRLR70US.

Manufactured by Denyo Co.

Your Multiquip dealer is:

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 DCA70SSJU4i Rev. #0 (09/10/12)



MULTIQIP  
 POST OFFICE BOX 6254  
 CARSON, CA 90749  
 310-537-3700 • 800-883-2551  
 FAX: 310-604-3831  
 E-MAIL: sales@multiquip.com  
 WEBSITE: www.multiquip.com

# CAT Power Plan



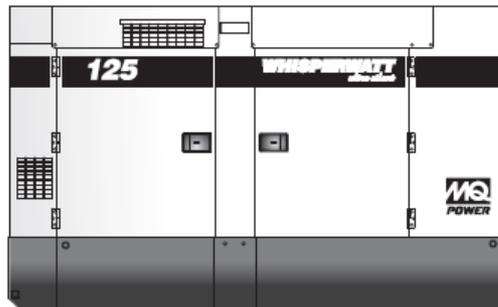
**DCA125US1**  
*Ultra-Silent Series*

## WhisperWatt™ 125

Prime Rating: 100 kW (125 kVA)

Standby Rating: 110 kW (137 kVA)

60 Hertz



### Standard Features

- **Heavy duty, 4-cycle, direct injection, turbocharged, air to air intercooled diesel engine** provides maximum reliability.
- **Brushless alternator** reduces service and maintenance requirements and meets temperature rise standards for Class F insulation systems.
- **Open delta alternator design** provides virtually unlimited excitation for maximum motor starting capability.
- **Automatic voltage regulator (AVR)** provides precise regulation.
- **Electronic governor system** maintains frequency to  $\pm 0.25\%$ .
- **Full load acceptance** of standby nameplate rating in one step (NFPA 110, para 5-13.2.6).
- **Sound attenuated, weather resistant, steel housing** provides operation at 65 dB(A) at 23 feet. Fully lockable enclosure allows safe unattended operation.
- **Internal fuel tank** with direct reading fuel gauges are standard.
- **Seven stage powder coat paint** provides durability and weather protection.
- **Complete engine analog instrumentation** includes DC ammeter, oil pressure gauge, water temp. gauge, fuel level gauge, tachometer/hour meter, manual engine speed control, and emergency shutdown monitors.
- **Complete generator analog instrumentation** includes voltage regulator control, ammeter phase selector switch, voltmeter phase selector switch, AC voltmeter, AC ammeter, frequency meter, panel light, and circuit breaker.
- **Automatic safety shutdown system** monitors the water temperature, engine oil pressure, overspeed, and overcrank. Warning lights indicate abnormal conditions.
- **Auto start/stop control** allows generator to start automatically in the event of a commercial power failure.
- **Complete power panel.** Fully covered; three-phase terminals and single phase receptacles allow fast and convenient hookup for most applications including temporary power boxes, tools and lighting equipment. All are NEMA standard.
- **Fuel/water separator** removes condensation from fuel for extended engine life.
- **EPA emissions certified** - Tier 3 emissions compliant.

# CAT Power Plan



## DCA125USI Ultra-Silent Series

### Specifications

Generator Specifications	
Design	Revolving field, Self-ventilated Drip-proof, Single bearing
No. of Poles	4-pole
Excitation	Brushless with AVR
Standby Output	110 KW (137 KVA)
Prime Output	100 KW (125 KVA)
Generator RPM	1800
Voltage — 3Ø	208, 220, 240, 416, 440, 480V Switchable
Voltage — 1Ø	120, 127, 138, 240, 254, 277V Switchable
Armature Connection	Star with neutral / Zig Zag
Voltage Regulation (No load to full load)	±0.5%
Power Factor	0.8
Frequency	60 Hz
Frequency Regulation: No Load to Full Load	isochronous under varying loads from no load to 100% rated load
Frequency Regulation: Steady State	±0.25% of mean value for constant loads from no load to full load
Insulation	Class F
Sound Level dB(A) Full load at 23 feet	65

Engine Specifications	
Make/Model	Isuzu / 4HK1X
Emissions	EPA Tier 3 Certified
Starting System	Electric
Design	4-cycle, watercooled, direct injection, turbocharged, air to air intercooled
Displacement	5193 cc
No. cylinders	4
Bore x Stroke (mm)	115 x 125
Gross Engine Power Output	170.3 hp (127 kW)
HP at Rated Speed	152.3 hp (113.6 kW)
BMEP	212 psi (1458 kPa)
Piston Speed	1480 ft/min (7.50 m/s)
Compression Ratio	17.5 : 1
Engine Speed	1800 rpm
Overspeed Limit	2070 rpm
Oil capacity gallons (liters)	6.1 (23.4)
Battery	12V 128 Ah x 1

Fuel System		
Recommended Fuel	ASTM-D975-No.1 and No. 2-D	
Maximum Fuel Flow (per hour)	19.0 gal (71.0 L)	
Maximum Inlet Restriction (H <sub>g</sub> )	8.9 in (225 mm)	
Fuel Tank Capacity	169 gal (640 L)	
Fuel Consumption	gph	lph
at full load	7.3	27.6
at 3/4 load	5.7	21.7
at 1/2 load	4.0	15.1
at 1/4 load	2.4	9.1

DCA125USI Rev 2

Cooling System	
Fan Load	4.4 hp (3.3 kW)
Coolant Capacity (with radiator)	5.2 gal (19.7 L)
Coolant Flow Rate (per minute)	48 gal (180 L)
Heat Rejection to Coolant (per minute)	3500 Btu (3.7 MJ)
Heat Rejection from Engine (per minute)	1040 Btu (1.1 MJ)
Maximum Coolant Friction Head	6.5 psi (45.0 kPa)
Maximum Coolant Static Head	29.5 ft (9.0 m)
Ambient Temperature Rating	104°F (40°C)

Air	
Combustion Air	297 cfm (8.4 m <sup>3</sup> /min)
Maximum Air Cleaner Restriction	25.0 in H <sub>2</sub> O (6.25 kPa)
Alternator Cooling Air	1352 cfm (38.3 m <sup>3</sup> /min)
Radiator Cooling Air	2944 cfm (83 m <sup>3</sup> /min)

Exhaust System	
Gas Flow (full load)	738 cfm (20.9 m <sup>3</sup> /min)
Gas Temperature	986°F (530°C)
Maximum Back Pressure	53.2 inH <sub>2</sub> O (13.3 kPa)

Amperage	
Rated Voltage	Maximum Amps
1Ø 120 Volt	277.8 Amps (4 wire)
1Ø 240 Volt	138.9 Amps (4 wire)
3Ø 240 Volt	300 Amps
3Ø 480 Volt	150 Amps
Main Line Circuit Breaker Rating	300 Amps
Over Current Relay Trip Set Point	152 Amps

### Warranty\*

**Isuzu Engine**  
12 months from date of purchase with unlimited hours or 24 months from date of purchase with 2000 hours (whichever comes first).

**Generator**  
24 months from date of purchase or 2000 hours (whichever occurs first).

### Trailer

12 months excluding normal wear items.

\*Refer to the express written, one-year limited warranty sheet for additional information.

Generator is not intended for use in enclosed areas or where free flow of air is restricted. Backfeed to a utility system can cause electrocution and/or property damage. Do not connect to any building's electrical system except through an approved device.  
Specifications are subject to change without notice.

# CAT Power Plan



## DCA125USI Ultra-Silent Series

**MQ POWER DECIBEL LEVELS**

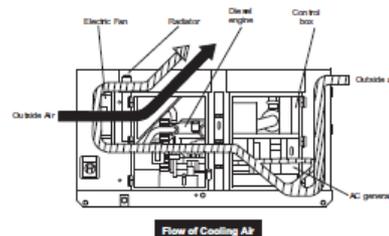
Our soundproof housing allows substantially lower operating noise levels than competitive design. WhisperWatts™ are at home on construction sites, in residential neighborhoods, and at hospitals — just about anywhere.

- 90 — Subway / truck traffic
- 80 — Average city traffic
- 70 — Inside car at 60 mph
- 65 — **WhisperWatt™ at 23 feet**
- 60 — Air conditioner at 20 feet
- 50 — Normal conversation

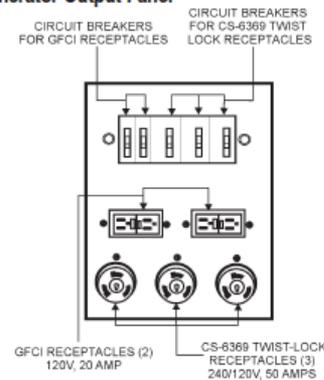
**65.0**  
DECIBELS

### Ultra-Silent Features

- ❑ **Low Noise Muffler**— Large capacity low noise muffler minimizes exhaust sound.
- ❑ **Soundproof Casing**— The new design divides the cabinet into three sections, separating the engine, muffler and radiator for more efficient cooling and reduces noise from the engine and fans.
- ❑ **New Cooling System**— An advanced design uses two separate air intake systems to cool the generator. The engine fan draws air in to cool the engine and generator housing while a second electric fan directly cools the radiator. With less air being drawn into the generator through each fan, considerably less noise is produced through the top of the generator.
- ❑ **Environmental Design** — Constructed using an integrated environmental skid and fuel tank. This design fully contains fuel leakage and any liquid that might leak from the engine such as lube oil or radiator coolant. All potentially hazardous liquids are contained without contaminating the surrounding area.



### Generator Output Panel



### Optional Control Features

- ❑ **Audible alarm** alerts operator of abnormal conditions.
- ❑ **Low coolant level shutdown system** provides protection from critically low coolant levels. Includes control panel warning light.
- ❑ **Emergency stop switch**

### Optional Generator Features

- ❑ **Battery charger** — provides fully automatic and self-adjusting charging to the generator's battery system.
- ❑ **Jacket water heater** — for easy starting in cold weather climates.
- ❑ **Special batteries** — long life batteries provide extra engine cranking power.
- ❑ **Spring isolators** — provides extra vibration protection for standby applications.
- ❑ **Trailer mounted package** — highway legal, double axle trailer with electronic or surge brakes.

### Optional Output Connections

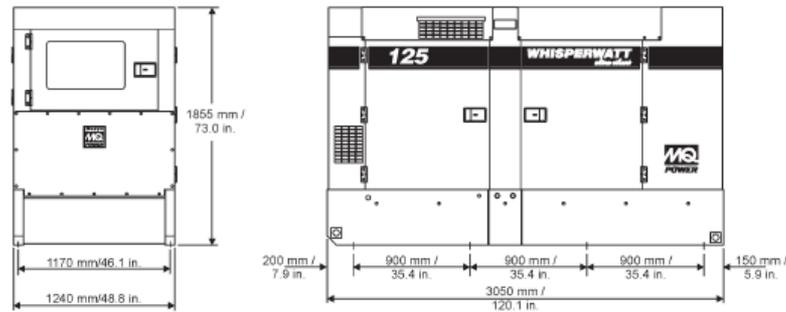
- ❑ **Cam-Loks** — provides quick disconnect alternative to bolt-on connectors.
- ❑ **Pin and Sleeve Connectors** — provides industry standard connectors for all voltage requirements.
- ❑ **Output Cable** — available in any custom length and size configuration.

# CAT Power Plan

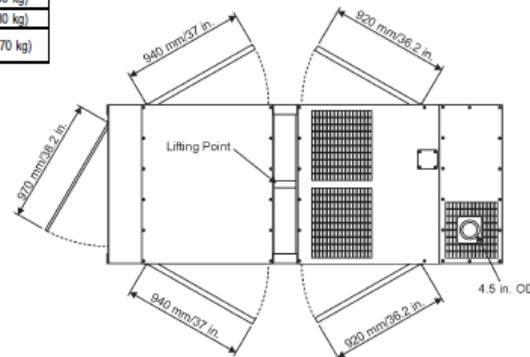


**DCA125USI**  
Ultra-Silent Series

## Dimensions



Weight	
Dry Weight	5689 lb (2580 kg)
Wet Weight	7012 lb (3180 kg)
Max. Lifting Point Capacity	14060 lb (6370 kg)



Manufactured by Denyo Co.

Your MQ Power dealer is:



**MQ POWER**  
 POST OFFICE BOX 6254  
 CARSON, CA 90749  
 310-537-3700 • 800-883-2551  
 FAX: 310-604-3831  
 E-MAIL: [mqpower@multitqp.com](mailto:mqpower@multitqp.com)  
 WEBSITE: [www.mqpower.com](http://www.mqpower.com)

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 Rev 2 (10-10) DCA125USI

# CAT Power Plan

## XQ200 RENTAL



Shown without optional trailer

**STANDBY 200 kW**  
**PRIME 182 kW**  
**POWER MODULE**  
**60 Hz 1800 rpm 480V**

Frequency	Voltage	Standby kW (kVA)	Prime kW (kVA)
60 Hz	480/277V	200 (250)	182 (227.5)
60 Hz	240/139V	200 (250)	182 (227.5)
60 Hz	208/120V	200 (250)	182 (227.5)

### FEATURES

#### FUEL/EMISSIONS STRATEGY

- EPA Tier 4 Interim and CARB Certified for Non-Road Mobile applications at all 60 Hz ratings

#### SINGLE-SOURCE SUPPLIER

- Factory designed and fully prototype tested with certified torsional vibration analysis available
- ISO 9001:2000 compliant facility

#### CAT® C7.1 Interim 4 ACERT™ DIESEL ENGINE

- Utilizes ACERT Technology and Cat NOx Reduction System (NRS)
- Cat CEM exhaust after treatment
- Four-stroke diesel engine combines consistent performance and excellent fuel economy with minimum weight
- Electronic engine control

#### CAT LC SERIES GENERATOR

- Matched to the performance and output characteristics of Cat engines
- UL 1446 Recognized Class H insulation

#### CAT EMCP 4.2 CONTROL PANEL

- Fully featured power metering, protective relaying and engine/generator control and monitoring
- Simple user friendly interface and navigation
- Automatic set-point adjustment

#### CAT DIGITAL VOLTAGE REGULATOR (CDVR)

- Three-phase sensing
- Adjustable volts-per-hertz regulation
- Provides precise control, excellent block loading, and constant voltage in the normal operating range

#### ENCLOSURE

- Highly corrosion resistant 12 gauge galvanealed sheet steel construction
- Two coat polyester powder-coated finish
- Six access doors for ease of maintenance
- Secure and safe design with safety glass control panel viewing window with lockable access door
- Fuel fill and battery can only be reached through lockable access doors
- Certified single point lifting eye and lifting points on the base frame

#### DISTRIBUTION PANEL

- Switchable voltage from 480/277V 3 phase to 240/139V 3 phase (can be adjusted down to 208/120V 3 Phase), 240/120V 1 phase

#### REAR CUSTOMER ACCESS

- Separate control panel and distribution panel access doors
- Hinged door over main bus connectors
- Emergency stop on panel
- Remote start/stop contacts

#### ENVIRONMENTALLY FRIENDLY DESIGN

- EPA Tier 4 Interim certified
- 110% spill containment of onboard engine fluids
- Meets 71 dB(A) at 7 m per SAE J1074

#### RENTAL READY FEATURES

- Anti-condensation heater 110-120 VAC
- Coolant heater 110-120 VAC
- UL Listed battery charger
- Solar powered battery maintainer
- Cam lock distribution system

# CAT Power Plan



## X Q 200 RENTAL

### FACTORY INSTALLED STANDARD EQUIPMENT

SYSTEM	STANDARD EQUIPMENT
Air Inlet	Air cleaner, two stage cyclonic/paper with dust cup and service indicator Series turbocharger and air-to-air aftercooler
Charging System	12V - 100 Amp charging alternator UL/CSA listed 120V-10A battery charger Solar powered battery maintainer
Control Panel	EMCP 4.2 genset mounted controller Automatic start/stop with cool down timer Idle/rated switch Generator Protection features: 32, 32RV, 46, 50/51, 27/59, 81 O/U Metering display: voltage, current, frequency, power factor, KW, WHM, and KVAR
Cooling System	Package mounted radiator with vertical air discharge provides 43° C ambient capability at standby rating 120VAC coolant heater, fuse protected, thermostatically controlled, automatically disconnected on start-up Coolant drain line with internal control valve piped to base-frame Coolant sight gauge, level switch and shutdown 50% Coolant antifreeze with corrosion inhibitor
Distribution System	NEMA 1 steel enclosure with separate hinged, lockable door Main bus connections with hinged load cover with clear Plexiglas window closed for operation 4-pole 800A 100% UL circuit breaker with 12V DC shunt trip wired to load door safety switch Multiple duplex and twist lock receptacles with individual circuit breakers Two wire remote start/stop terminals and 120 VAC shore power connection for rapid starting CamLock distribution system
Enclosure	Sound attenuating, 12gauge galvanealed sheet metal enclosure limits overall noise to 71 dB(A) @ 7m (23') Interior walls and ceilings insulated with sound attenuating foam Black stainless steel pad-lockable latches, doorkeepers on all doors and zinc die-cast hinges/grab handles All components are pretreated for anti-corrosive protection prior to painting with polyester powder coat Painted Cat power module white with Cat rental decals
Engine	EPA approved Tier 4 Interim Cat C7.1 ATAAC heavy duty diesel engine Electronic ADEM™ A4 controls 12VDC energized to shutdown solenoid
Exhaust System	Cat Clean Emissions Module and integrated silencer with flexible connectors
Fuel System	350 gal fuel tank, UL listed, double wall, 24 hr runtime @ 100% prime rating Fuel cooler, primary fuel filters with Integral water separator, and engine mounted secondary Switch operated electric priming pump Interconnected three way fuel for switching between remote and Integral tank
Generator	Three-phase, random wound, 12-lead design, 0.667 p/Hz Screen protected and drip proof, self regulating, brushless generator with fully interconnected damper windings, IC06 cooling system and sealed for life bearings Class H insulation with coastal insulation protection. Windings are impregnated in a triple dip, thermo-setting moisture, oil and acid resisting polyester varnish. Heavy coat of anti-tracking varnish for additional protection against moisture and condensation Permanent magnet provides 350% short circuit, enhanced motor starting and non-linear performance 120VAC anti-condensation heater Cat digital voltage regulator (Cat DVR) with VAR/PF control
Lube System	Lubricating oil system including pump, Integral oil cooler, lube oil, filter, open crankcase breather with filter Oil drain line with internal valve routed to connection point accessible from exterior 500 hour oil change intervals
Mounting System	Generator set soft mounted to the heavy duty, fabricated steel base frame using captive anti-vibration pads between the generator set and base-frame to ensure complete isolation of rotating assemblies Base frame includes Integral fuel tank and provides 110% spill containment of all engine fluids
Starting System	Single 12V electric starting motor on engine One 12V-1000 CCA Cat brand maintenance free battery with disconnect switch, battery rack, and cables Glow plugs fitted on the engine
General	Factory testing of standard generator set and complete power module Full manufacturer's warranty O&M manuals
	OPTIONAL EQUIPMENT
Available Options	Canadian Standards Authority certification (CSA) Transport Canada compliant fuel tank (IBC CGSB43) Tandem axle trailers with either hydraulic or electric brakes

# CAT Power Plan

## XQ200 RENTAL



### TECHNICAL DATA

CAT GENERATOR	ENGINE
Frame Size ..... LC5034H	Manufacturer ..... Caterpillar
Pitch ..... 0.667	Model ..... C7.1
No. of poles ..... 4	Type ..... 4-cycle
Excitation ..... Static regulated brushless PM excited	Cylinder configuration ..... In-line 5
Number of bearings ..... Single bearing, close coupled	Displacement – L (cu in) ..... 7.01 L (427.7 in <sup>3</sup> )
Insulation ..... Class H	Bore – mm (in) ..... 105mm (4.13 in)
Enclosure ..... Drip proof IP23	Stroke – mm (in) ..... 135 mm (5.3 in)
Alignment ..... Pilot shaft	Compression ratio ..... 16.5:1
Overspeed capability – % of rated ..... 125% of rated	Engine RPM ..... 2200
Voltage regulator ..... 3 phase sensing with Volts-per-Hertz	Aspiration ..... ATAAC
Voltage regulation ..... Less than ± 1% voltage gain	Fuel system ..... MEUIC
Wave form deviation ..... 2%	Governor type ..... ADEM™ A4
Telephone Influence Factor (TIF) ..... Less than 50	Fuel ..... Requires ULSD
Harmonic Distortion (THD) ..... Less than 5%	

Materials and specifications are subject to change without notice.

Generator Set Technical Data	Units	60Hz	60Hz
		Standby	Prime
<b>Power Rating</b>	KW (KVA)	200 (250)	182 (227.5)
<b>Performance Specification</b>		DM	DM
<b>Lubricating System</b>			
Oil pan capacity	L (gal)	16(4.3)	16(4.3)
<b>Fuel System</b>			
Fuel consumption			
100% Load	L/hr (gal/hr)	59.5 (15.7)	53.1 (14.0)
75% Load	L/hr (gal/hr)	44.6 (11.8)	39.8 (10.5)
50% Load	L/hr (gal/hr)	29.8 (7.9)	27.8 (7.3)
Fuel Tank Capacity	L (gal)	1295 (350)	1295 (350)
Running time @ 75% rating	Hr	29	33
<b>Cooling System</b>			
Ambient Capability	°C (°F)	43	43
Engine & Radiator coolant capacity	L (gal)	28 (7.6)	28 (7.6)
Engine coolant capacity	L (gal)	11.5 (3.1)	11.5 (3.1)
<b>Air Requirements</b>			
Combustion air flow	m <sup>3</sup> /min (cfm)	14.3 (505)	13.6 (480.3)
Maximum dirty air cleaner restriction	kPa (in H <sub>2</sub> O)		
<b>Exhaust System</b>			
Exhaust flow at rated	m <sup>3</sup> /min (cfm)	N/A	13.1 (462.6)
Exhaust temperature at rated kW – dry exhaust	°C (°F)	506 (942.8)	N/A
<b>Noise Rating (with enclosure)*</b> @ 7 meters (23 feet)	dB(A)	71	71
<b>Emissions (Tier 4 Interim regulation)</b>			
NOx	g/hp-hr	1.9	1.9
CO	g/hp-hr	.2	.2
HC	g/hp-hr	.02	.02
PM	g/hp-hr	.005	.005

Model	Length mm (in)	Width mm (in)	Height mm (in)	Weight with Lube oil and Coolant kg (lb)	Weight with fuel, lube oil and coolant kg (lb)
XQ200 w/o trailer	4053 (161)	1401(52)	2162(85)	4053 (8916)	5300 (11650)
XQ200 w/ trailer	5019 (237)	2235(88)	2577(101)	4969 (10932)	6300 (13860)

# CAT Power Plan

## XQ200 RENTAL



### CONTROL PANEL

#### FEATURES

- EMCP 4.2 engine operator interface
- Battery charger indicator
- Fuel level display
- Idle /rated switch
- Panel light momentary pushbutton
- Voltage adjust potentiometer
- Regeneration alarm indications for DPF 80% soot level and high exhaust temperature
- Coolant alarm
- Emergency stop pushbutton
- Alarm horn
- Convenient service access for Cat (service tools not included).

#### EMCP 4.2 ENGINE OPERATOR INTERFACE

- Controls
  - Run/Auto/Stop
  - Speed Adjust
  - Cool-down timer
  - Emergency Stop
  - Cycle crank
- Engine Monitoring:
  - RPM
  - Operating hours
  - Coolant Temperature
  - DC Volts
  - Oil pressure
  - Oil Temperature
- True RMS AC metering, 3 phase
  - L-L volts, L-N volts, phase amps
  - Average volts, Amps, Frequency
  - ekW, kVA, kVAR, kW-hr, %kW
  - Power Factor (Average, Phase)
  - kW-hr, kVA-hr (total)
- Shutdowns with common indicating light for:
  - Low oil pressure
  - High Coolant Temp
  - Failure to Start (Overcrank)
  - Emergency stop
  - Overspeed
  - High Oil Temperature
  - Low Coolant level
- Fuel level monitoring and control.

#### EMCP 4.2 GENERATOR PROTECTIVE RELAYING

- Generator protective features provided by EMCP 4.2
  - Phase over/under voltage (Device 27/59)
  - Over/Under frequency (Device 81 O/U)
  - Reverse Power (Device 32/32RV)
  - Current Balance (48)
  - Overcurrent (Device 50/51) (GCB trip unit)
  - Loss of Excitation (Device 40) (CDVR)
  - Generator Phase Sequence



#### DISTRIBUTION PANEL

- One 4 pole 800 A MCCB, with 12 VDC shunt trip coil activated on any monitored engine or electrical
- Under-voltage release NEMA 1 steel enclosure with hinged lockable door with clear Plexiglas window
- Bus bars are sized for full load capacity of the generator set at 0.8 power factor.
- Includes ground bus, tin-plated copper, for connection to the generator frame ground and field ground cable.
- Customer convenience panel with multiple output receptacles:
  - 1 – 125V, 30 A single phase auxiliary supply
  - 2 – 240V, 50A California style Twist Lock.
  - 2 – 120/208V, 20A Twist Lock.
  - 2 – 120V, 20A Duplex Receptacles with GFI..
- CamLock distribution system
- Consistent 120VAC output from GFCI receptacles independent of bus bar voltage

#### AC DISTRIBUTION

- Provides 120 VAC for all module accessories.
- Includes controls to de-energize jacket water heaters, battery charger, and generator space heater when the engine is running.

# CAT Power Plan

## X Q 200 RENTAL



### RATING DEFINITIONS AND CONDITIONS

**Meets or Exceeds International Specifications:**  
CSA 22.0 No. 100, IEC60034-22, ISO3045, ISO8528,  
NEMA MG1-22, NEMA MG1-16, UL1004B, NEC,CEC,  
2006/42/EEC, 2006/95/EC, 2004/108/EC, 2000/EC/14,  
UL142, UL6001, IBC CGSB43, API 546, EGSA 101P,  
IEEE 43, DEFRA, UL1741, NFPA 99/110, OSHA,  
97/68/EC, BS4999, BS5000, IEC60034-5

**Fuel Rates** are based on fuel oil of 350 API (160C (600F))  
gravity having an LHV of 42780 kJ/kg (18390 Btu/lb) when  
used at 290C (850F) and weighing 838.9 g/liter  
(7.001 lb/U.S. gal). Additional ratings may be available for  
Specific customer requirements, contact your Caterpillar  
Representative for details. For information regarding Low  
Sulfur fuel and biodiesel capability, consult your Cat  
Dealer.

**Standby** – Applicable for supplying continuous electrical  
power (at variable load) in the event of a utility power failure.  
No overload is permitted on these ratings. The generator on  
the generator set is peak prime rated (as defined in ISO852  
at 30° C (86° F).

**Ratings** are based on SAE J1349 standard conditions.  
These ratings also apply at ISO0346 standard  
conditions.

**Prime** – Applicable for supplying continuous  
electrical power (at variable load) in lieu of  
commercially purchase power. There is no  
limitation on the annual hours of operation and the  
generator can supply 10% overload power.

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# CAT Power Plan

RENTAL

CATERPILLAR



Arrangement shown with optional trailer with pintle hitch.

## XQ400 SOUND ATTENUATED

60 Hz

### FEATURES



#### EMISSIONS

- EPA Tier II and CARB Emissions Certified for non-road mobile applications



#### CAT 3456 ATAAC DIESEL ENGINE

- Reliable, rugged, durable design
- Field-proven in thousands of applications worldwide
- Four-stroke-cycle diesel engine combines durability with minimum weight while providing dependability and economy



#### CAT SR4B GENERATOR

- Designed to match performance and output characteristics of Caterpillar diesel engines
- Optimum winding pitch for minimum total harmonic distortion and maximum efficiency
- Segregated AC/DC, low voltage accessory box provides single point access to accessory connections



#### ENCLOSURE

- Made with 12-gauge steel
- Single point lifting eye
- Sound attenuated
- Convenient hand holds and steps for safe operation

#### ENVIRONMENTALLY FRIENDLY DESIGN

- Sound attenuated for low noise operation
- OSHA compliant safe design
- Spill containment for coolant, oil and fuel

#### MULTI-VOLTAGE DISTRIBUTION PANEL

- Load door safety switch, engine faults, and shut down system
- Rust-free hinges on rear opening door
- Adequate space for line and plug connection without interference
- Remote start and stop contacts

#### SINGLE-SOURCE SUPPLIER

- Complete systems designed at Caterpillar ISO9001 certified facilities
- **Certified Prototype Tested** with torsional analysis

#### WORLDWIDE PRODUCT SUPPORT

- Worldwide parts availability through the Caterpillar dealer network
- With over 1,200 dealer outlets operating in 166 countries, you're never far from the Caterpillar part you need
- 99.5% of parts orders filled within 48 hours. The best product support record in the industry
- Caterpillar dealer service technicians are trained to service every aspect of your electric power generation system

LEHX0758-02



WHERE THE WORLD TURNS FOR POWER

# CAT Power Plan

RENTAL

CATERPILLAR

## FACTORY INSTALLED STANDARD & OPTIONAL EQUIPMENT

STANDARD FEATURES	
<b>Air Inlet System</b>	Air cleaner, dual element Turbocharger
<b>Charging System</b>	Battery charger Heavy duty charging alternator
<b>Control Panel</b>	Generator controls and monitoring Fuel tank monitoring Engine controls and monitoring Digital displays
<b>Cooling System</b>	Fan and belt guards Base mounted radiator
<b>Distribution Panel</b>	Lockable doors Individual bus bar connections Circuit breakers Remote start/stop contacts Shore power connections
<b>Enclosure</b>	Sound attenuated Load door safety switch, engine faults and shut down system 12-gauge steel Lockable doors Separate vented battery compartment Single point lifting arch Exterior oil and water drains Hidden exterior fuel drain Hand holds and steps
<b>Fuel System</b>	Primary fuel filter/water separator Spill containment dike 1780 L (470 Gal) dual wall fuel tank
<b>Generator</b>	Brushless, permanent magnet Coastal corrosion protection Shock mounted VR3 voltage regulator Space heater
<b>Mounting System</b>	Generator soft mounted to base Base contains integral fuel tank Skiddable structural steel design
<b>Starting System</b>	Electric starting motor Battery set with disconnect switch Jacket water heater with thermostat, shut-off valves

OPTIONAL FEATURES	
<b>Trailer</b>	Full frame support Independent tandem axle trailer frame with tongue Electric brakes with safety breakaway Full length fenders Non-skid surface on steps Heavy duty safety chains and grab hooks Reinforced 4540 kg (10,000 lb) top wind drop jack

## SPECIFICATIONS

### CAT SR4B GENERATOR

Frame size	450
Type	Permanent magnet brushless
Construction	Single bearing, close coupled
Three phase	12 lead reconnectable
Insulation	Class H with coastal insulation protection
IP rating	22
Alignment	Pilot shaft
Overspeed capability	
Prototype tested	150%
Production tested	125%
Wave form	Less than 5% deviation
Voltage regulator	3 phase sensing with Volts-per-Hertz no load
Voltage regulation	±½% steady state/±1% full load
TIF	Less than 50
THD	Less than 5%

### CAT ENGINE

3456 ATAAC, 4-stroke-cycle watercooled diesel	
Bore — mm (in)	140 (5.5)
Stroke — mm (in)	171 (6.75)
Displacement — L (cu in)	15.8 (966)
Compression ratio	16.0:1
Aspiration	Turbocharged-ATAAC

### CAT CONTROL PANEL

24 Volt DC Control
NEMA 1, IP22 enclosure
Lockable hinged door
Generator instruments meet ANSI C-39-1
Enclosure mounted
Single location customer connector point

Consult your Caterpillar dealer for available voltages.

LEHX0758-02

# CAT Power Plan

RENTAL

CATERPILLAR

## TECHNICAL DATA

		XQ400	
		Standby	Prime DM6125
Power Rating			
60 Hz	ekW	400	365
Engine and Container Information		3456 ATAAC see chart on next page	
Engine model			
Container dimensions			
Shipping Weight (Dry)			
Unit with trailer	kg (lb)	7620 (16,800)	
Unit without trailer	kg (lb)	6267 (13,860)	
Maximum Fuel Capacity Weight			
Unit with trailer	kg (lb)	9280 (20,458)	
Unit without trailer	kg (lb)	7946 (17,518)	
Engine Lubricating Oil Capacity	L (Qts)	38 (39.9)	
Engine Coolant Capacity with Radiator	L (Gal)	64 (17)	
Fuel Tank Capacity	L (Gal)	1780 (470)	
Fuel Consumption with Fan	L/hr (Gal/hr)	109.8 (29.0)	97.3 (25.7)
Fuel Consumption (75% Prime) with Fan	L/hr (Gal/hr)		74.1 (19.6)
Running Time @ 75% Prime	hours		24
Sound Level			
Standby	dBA		75.35
No load @ 7 m (23 ft)	dBA		72.65

## RATING DEFINITIONS AND CONDITIONS

### Meets or Exceeds International Specifications:

- ABGSM TM3, AS1359, AS2789, BS4999, BS5000, BS5514, DIN6271, DIN6280, EGSA101P, IEC34/1, ISO3046/1, ISO8528, JEM1359, NEMA MG1-22, VDE0530, 89/392/EEC, 89/336/EEC

**Standby** — Output available with varying load for the duration of the interruption of the normal source power. Standby power in accordance with ISO8528. Fuel stop power in accordance with ISO3046/1, AS2789, DIN6271, and BS5514.

**Prime** — Output available with varying load for an unlimited time. Prime power in accordance with ISO8528. 10% overload power in accordance with ISO3046/1, AS2789, DIN6271, and BS5514 available on request.

Ratings are based on SAE J1349 standard conditions. These ratings also apply at ISO3046/1, DIN6271, and BS5514 standard conditions.

**Fuel rates** are based on fuel oil of 35° API (@ 16° C (60° F)) gravity having an LHV of 42 780 kJ/kg (18,390 Btu/lb) when used at 29° C (85° F) and weighing 838.9 g/liter (7.001 lbs/U.S. gal.).

Additional ratings may be available for specific customer requirements. Consult your Caterpillar representative for details.

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# CAT Power Plan

RENTAL

CATERPILLAR

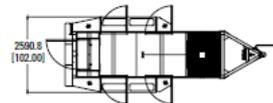
## DISTRIBUTION PANEL



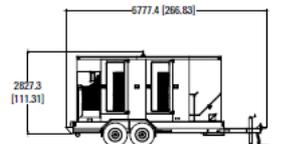
### Wiring Descriptions

1. 1600A main breaker 240V/480V with adjustable trip and 24V DC shunt trip
2. Voltage change over board
3. 50 amp 240V branch breaker
4. 20 amp 240V branch breaker
5. 20 amp 120V branch breaker
6. 15 amp 120V branch breaker
7. 50 amp 240V twistlock receptacle
8. 20 amp 240V twistlock receptacle
9. 20 amp 120V twistlock receptacle
10. 20 amp 120V ground fault interrupter
11. 15 amp 120V ground fault interrupter duplex receptacle
12. 30 amp 120V battery charger/generator space heater receptacle
13. 30 amp 120V JWH receptacle
14. Remote start/stop contacts
15. 12.7 mm (1/2") ground stud
16. Load connection bus board [6.35 mm x 101.6 mm x 101.6 mm (1/4" x 4" x 4") bus bars]

## CONTAINER DIMENSIONS — TOP VIEW



## CONTAINER DIMENSIONS — RIGHT SIDE VIEW



	Package Dimensions			
	Enclosure		With Trailer	
<b>Length</b>	5080 mm	200 in	6777.4 mm	266.83 in
<b>Width</b>	1549 mm	61 in	2590.8 mm	102 in
<b>Height</b>	2827.3 mm	111.31 in	3302 mm	130 in

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U.S. sourced

TMI Reference No.: DM6125

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The International System of Units (SI) is used in this publication.

*Whatever, USA*

*Lighting Plan*

# Lighting Plan

## Elk Avenue Lights and Placement

- Par can lighting will be used to accent the Elk street businesses; lights will be covered in a blue gels to provide a blue hue on the street
- Par cans will be position on lighting towers in various positions on Elk avenue; final placement dependent on business needs and lamp capabilities; Lighting towers are industry standard truss beams attached to a G block for added stability
- Small LED fixture will be used on various business to up light blue hue

## Main Street Ach Way

- Arch way will use blue neon tubing that will outline branded sign and city scape design
- Branded product bottle will use single lighted fixture that will project a beam of white into sky

## Main Street Stage

- Main St. stage will serve as a concert platform for various performances
- set up will include standard concert lighting packages which include stage wash pars, up lighting pars, moving head lights intelligent fixtures and strobes.

## Big Mine

- Reference pg. 8 of Operations Plan to view current plan for exterior Big Mine lighting elements
- Elements will include various carnival style rides which will illuminate light outside of current plan footprint

# Lighting Plan

## Elk Avenue & Big Mine Arena Light Times

All light on Elk Avenue will be scheduled on/off by the below times

Date	Duration	Location	Conditions
9/5-9/6	Dusk. – 10:00 p.m.	Elk Avenue	All event lighting and fixtures will follow the times listed ; full power and on and off at these times
9/5-9/6	10:00 p.m. - 1:00 a.m.	Big Mine Arena	All event lighting and fixtures will follow the times listed ; full power and on and off at these times

*Whatever, USA*

*Sound Plan*

# Sound Plan

## **Elk Avenue Sound**

- Various speaker stacks and components will be used throughout Elk Ave, to create ambient sound of performances and acts
- Speakers will be mounted on lighting towers to minimize ground footprint and remove them from pedestrians access
- Estimated Sound Level – 80 dB(A)

## **Main Street Stage**

- Main St. stage will serve as a concert platform for various performances
- set up will include standard concert sound packages used to amplify performances and acts; line array systems and subs will be used
- Estimated Sound Level – 100 dB(A)

## **Big Mine**

- Main St. stage will serve as a concert platform for various performances
- set up will include standard concert sound packages used to amplify performances and acts; line array systems and subs will be used
- Late night sound will be present; see relocation plan for alternative residential options
- Estimated Sound Level – 120 dB(A)

# Sound Plan

## Elk Avenue & Big Mine Arena Sound Amplification Times

All light on Elk Avenue will be scheduled on/off by the below times

Date	Duration	Location	Conditions
9/5	Dusk. – 10:00 p.m.	Elk Avenue	All external event sound will follow the times listed ; power and on and off at these times
9/6	10:00 a.m. – 10:00 p.m.	Elk Avenue	All external event sound will follow the times listed ; power and on and off at these times
9/5-9/6	10:00 p.m. – 1:00 p.m.	Big Mine Arena	All external event sound will follow the times listed ; power and on and off at these times

*Whatever, USA*

*Signage & Architectural*

# Signage & Architectural Plan

## Elk Avenue Store Front Packages

**(business must opt in to participate)**

- Creative design elements have been produced to accent current Elk Ave. business offerings; with an event branded twist
- Event signage will be applied to participating business signage and windows
- Business will be allowed to have final approval on all designed elements
- Signage and window graphics will use temporary materials

## Architectural Elements

- Various creative architectural elements have been produced to accent the streets of Elk Ave. during the event
- Elements are temporary and do not affix to any current town buildings/business or fixtures
- These elements may include; oversized theatrical props, small platform stages, street festival games, art installations and bill posting walls

**\*See actual Master Site CAD for details\***

**\*\* See architectural/signage plan for full details**

# Signage & Architectural Plan

## Big Mine Carnival Elements

- Big Mine Arena will serve as a private party concert venue on 9/5 and 9/6
- The majority of the experience will take place within the arena but various experience elements will be stationed in arena parking lot;
- Elements will include such rides as :Gondola Wheel, Pharaoh's Fury and a Carousel. As well as, four Carnival Games: Long Range Basketball, Ring a bottle and two other games
- Carnival experience provider is *Brown's Amusement Inc*, which is licensed to operate in the state of Colorado/Gunnison County; has provided services to the town of Crested Butte in the past; carries 5 mil in GL liability coverage
- Times; Friday and Saturday 10 p.m. – 1:00

a.m.  
\*See actual Master Site CAD for details\*

\*\* See architectural/signage plan for full details

# Signage & Architectural Plan

## Big Mine Carnival Ride Specifications

- Gondola Ferris Wheel
  - Gondola Wheel
  - Location: North parking lot
  - Height: 60'
  - Dimensions: 52' x 32'
  - Time: 9:00 p.m.-1:00 a.m.
  - Sound: Adjustable
  - Lighting: the wheel is lit with a spectacular computerized LED light show.
  - Stands at over 60ft above the midway!  
Each gondola seats up to four riders and gives a birds eye view of the surrounding area.
- Pharaoh's Furry
  - Location: North parking lot
  - Height: 50'
  - Dimensions: 90' x 37'
  - Time: 9:00 p.m.-1:00 a.m.
  - Sound: Adjustable
  - Lighting: LED



\* See actual Master Site CAD for details  
The Pharaoh's Fury is a giant swinging ship that swings riders 50ft in the air.

\*\* See architectural/signage plan for full details

# Signage & Architectural Plan

- Carousel

- Location: North parking lot
- Height: 20'
- Dimensions: 40' diameters
- Time: 9:00 p.m.-1:00 a.m.
- Sound: Adjustable
- Lighting: traditional; ferris wheel lights
- The Carousel is always a staple on the midway. Our three-abreast carousel features many unique figurines including traditional horses, a peacock, rabbit, and more

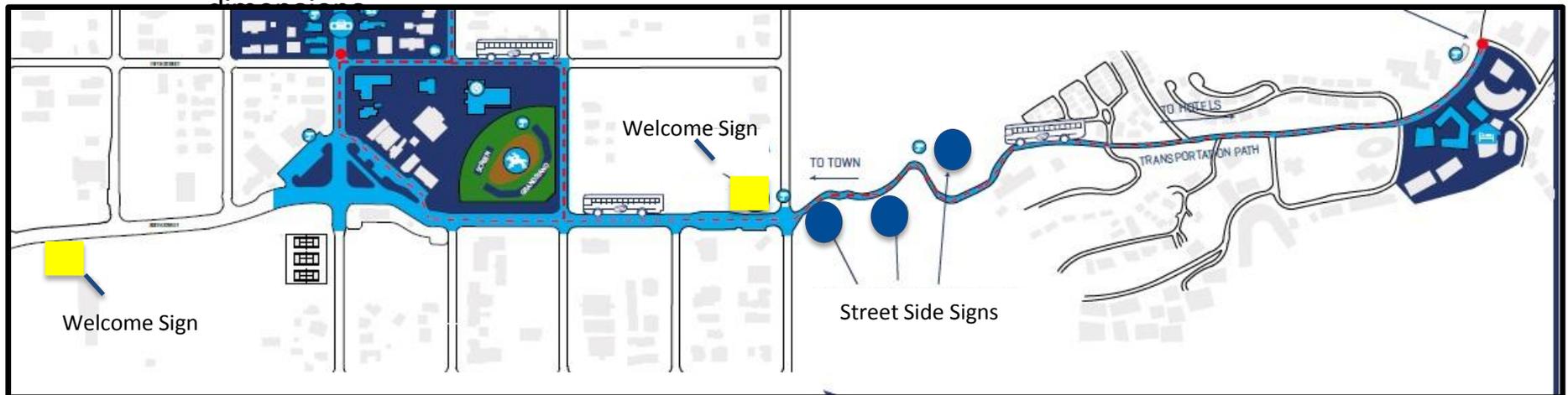


**\*See actual Master Site CAD for details\***

**\*\* See architectural/signage plan for full details**

# Signage & Architectural Plan

- Signage – Outside of Elk Ave
  - Welcome to Whatever, USA sign
    - 2 locations, see map
    - Lighting will include small LED up lighting of sign; duration of event
    - See CAD for actual sign dimensions
  - Street Side Signs
    - 3 locations see map
    - See CAD for actual sign dimensions



*Whatever, USA*

*Restroom Facilities*

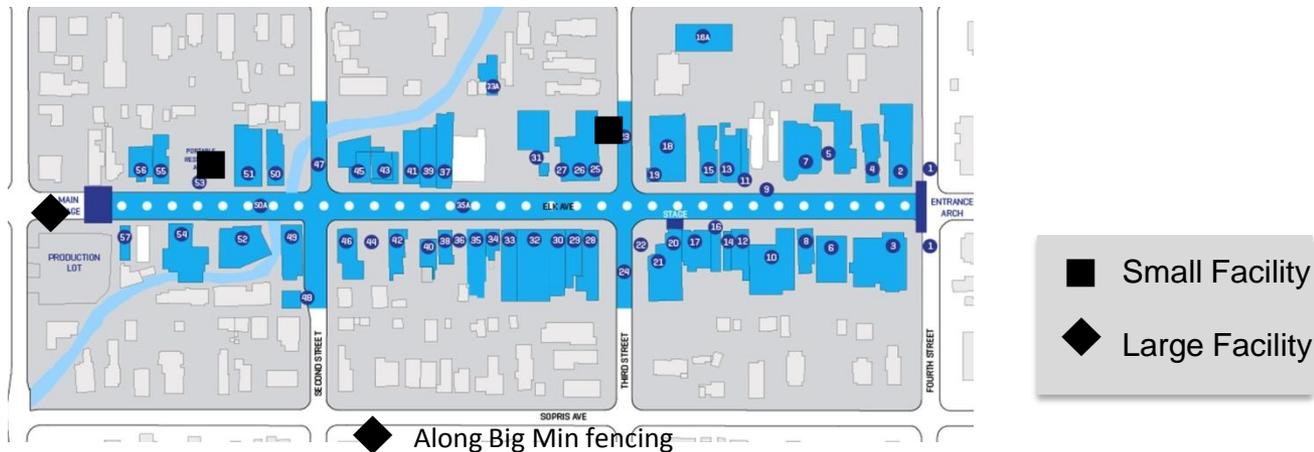
# Restroom Plan

## Operations

- To supplement participating business's facilities and abide by 1.5 toilets per 100 people, we will bring in 3 restroom trailers
- Dedicated facilities manager and clean team to pump and dispose at company HQ (Not CB)

## Staging and Placement

- Facility staging and delivery will be at the bone yard at the water treatment plant week of 8/26
- Production Village facility will be staged and placed 8/26, town and Big Mine facilities will be placed evening of 9/4 during fence construction

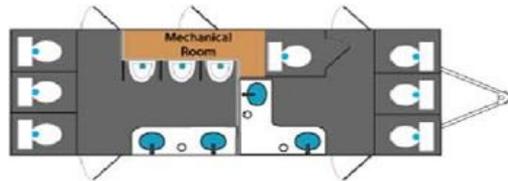
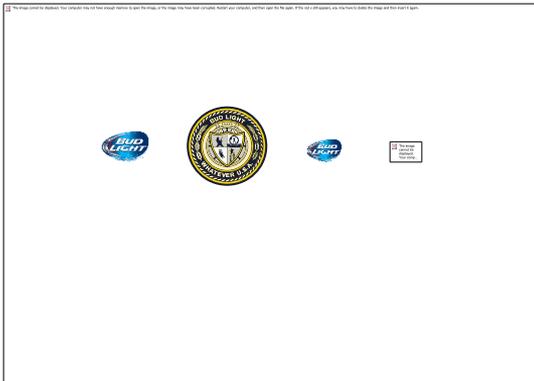


# Restroom Plan



## Large Trailer (x2)

- 28 foot trailer with Men's and Women's restrooms
- 6 Men's toilets
- 4 Women's toilets
- 2 sinks on each side
- Running water, heat and a/c



## Small Trailer (x2)

- 20 foot trailer with Men's and Women's restrooms
- 1 Men's toilet
- 2 Women's toilets
- 1 sink in each unit
- Running water, heat and a/c
- One unit placed in town

*Whatever, USA*

*Waste Management*

# Waste Management Plan

## Containers

- 50 Branded recycle and garbage bins (to be emptied each night from AB-CSR Environment)
- Will also purchase 1,500 bags
- Placed on street and in front of accounts

Supplemental large dumpsters stationed at the firehouse for easy pickup

## Staffing

- Supplemental staffing to be provided by Joy Henning at Waste Management (final numbers TBD) Additional support from Fusion ground team
- Bin monitoring and disposal to primary bins

## Operations

- Trash and recycling trucks will be staged at the bone yard (Public Works)
- Pickup will be done Friday night and Saturday night – additional if needed
- Joy to alert accounts of where they need to take their bags of recyclables and trash. Supplemental staff will assist
- Normal trash day is Friday, WM will notify those in affected area that trash day will move to Thursday for this round



# Waste Management Plan

## Supplemental Dumpster Placement

- Off 3<sup>rd</sup> and Mine near Fire House (see map below)

■ Dumpster Placement



*Whatever, USA*

*Painting Plan*

# *Painting Plan*

## **WUSA Painting Plan -**

Location: Elk Avenue - West side of 4<sup>th</sup> to Kochevars on Elk

### Items:

Benches - 26

bike rack - 28

street poles – 25

### **Schedule:**

Benches and bike racks will be painting off site beginning 8/26/14

Street light poles painted 9/1-9/4

8/26/15: Park and Rec and Precise Painting will coordinate the painting of the benches and bike racks.

Precise Painting will spray paint items at shop and use Town Parks & Rec Shop as overflow if needed.

Precise will bring in benches/bike racks from locations off Elk Ave. to be painted ahead of time and then swap blue benches for green the week of the 2nd.

# *Painting Plan*

9/7/14: Given a one week deadline, repainting the poles to original green color will begin. Poles will be Brush painted.

9/7/14: Given a two week deadline, repainting the benches and bike racks will begin.

Street Painting: The painting of the Elk will take place during the week of the 9/2/14. Timing will be weather dependent.

9/7/14: During the evening hours, Elk Avenue will be swept by street sweeper

9/8/14: Painted portion of Elk will be resealed by Seal Co. or Slury Seal

9/9/14: Re-sealed portion of Elk will be re-stripped and cross walks painted

*Whatever, USA*

*Alternate Community  
Activities*

# *Family/Kid Activities Plan*

## **WUSA Kid Plan**

Note: All CB Park and Recreation Teams will be out of town with possibly on girls soccer team on bye for that weekend. All CBCS Titan Middle / High School Sports Teams (soccer/volleyball) will also be out of the town for Saturday games.

Friday 9/5/14:

6:30-9:00 p.m. Kid/Family Movie Night (FREE) 6 year olds and up

Crested Butte Library – War Games with gaming sessions in library to follow

6:30-8:30 a.m. Kid/Family Movie Night (FREE) 1-5 year olds

Stepping Stones – Move TBD with baby sitting (FREE)

6:30 to Kid/Family Movie Night (FREE)

Majestic Theater – 2 movie screens with one G rated movie and one PG-13 movie with complimentary popcorn, candy and soda  
waiting on cost estimates this week

# *Family/Kid Activities Plan*

Saturday 9/6/14:

11:00 a.m. - 4:00 p.m. – Town Park

Mini Carnival with Jump houses

Free food and beverage (tbd)

Cost estimate of \$2,000.00+

11:00 a.m. – 4:00 p.m.

Guided CBMR Downhill Biking with free bike rentals  
and free gear rentals

Frisbee on hill

Food and beverage

And/or

Mt. Biking tour lead by Gravity Groms out to Gunsight  
Pass with food and beverage waiting.

Timing and Pricing on hold – will know if CBMR is  
option 8/13/14 meeting with CBMR and Fusion

Budget = Applicant agrees to pay up to \$10K for  
alternative activities plan, which will be managed by an  
organization supplied by the Town

*Whatever, USA*  
*Alternate Delivery Plan*

# *Alternate Delivery Plan*

## **WUSA Alternative Delivery Plan**

Working in conjunction with the street closure plan, alternative delivery routes and drop locations will be needed.

The following companies have been notified of possible street closure timing and location to ensure the delivery of mail and other items continue.

### **Food and Beverage:**

Shamrock

Sysco

Unfi (Clark's and Mountain Earth)

Coke

Pepsi

Others (related to specific businesses)

### **Services:**

Paper Clip

Simply Office Supplies

Rac

AlSCO

# *Alternate Delivery Plan*

## **Mail/Parcel:**

USPS

UPS

FedEx

A special drop off location for larger items delivered to businesses such as Studio West via large trucks will be provided a drop off location on the south side of the True Value building. Smaller trucks, and vehicles will be utilized from this location to businesses.

Bubble Wrap will serve as additional drop off location for non-time sensitive packages on 9/6.

Prior to Thursday Night Fence installation, alleys on the north and south sides of Elk Avenue will be utilized for back door deliveries from 4<sup>th</sup> Street to 1<sup>st</sup> Streets.

Side streets on Southside 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> will be utilized for Friday deliveries. Production team will provide staffing to assist delivery to delivery locations on Elk Avenue.

*Whatever, USA*

*Sales Tax Plan*

# *Sales Tax Plan*

- The Town of Crested Butte sales tax is 4% which is paid directly to the Town. Total sales tax on transactions is 8.5% of which 4% is the Town's and the remaining 4.5% is made up of 2.9% state, 1% county and 0.6% RTA
- Town of Crested Butte's 4% should be paid directly to the Town, the other 4.5% goes to the state and they will disburse to the appropriate entity.
- Local vendors (Crested Butte businesses) should report it on their September sales tax returns which are due by October 20, 2014. It should be separately broken out on their September sales tax report with a notation of the amount coming from the special event so we can track it.

*Whatever, USA*

*Relocation Plan*

# *Relocation Plan*

## **WUSA Relocation plan**

Two locations have been identified by the Town of Crested Butte:

### Main Street Stage

(located on the West side of Kochevar's building on Elk Avenue)

In anticipation of increased event traffic and noise levels near this potential marque event location the Town will be approaching residents that fall within a 250-foot radius of the noise source within this venue areas.

(refer to WUSA Elk Ave stage-home map & WUSA Residential address spreadsheet)

# Relocation Plan

## **WUSA Relocation plan**

### Big Mine Arena (Ice Rink)

In anticipation of increased noise levels and requested scheduled hours near this potential marquee event location the Town will be approaching residents that fall within a 250-foot radius of the noise source within this venue areas.

Residents affected by proximity to marquee areas will be offered a “get out of town” weekend get-away option to those residences that fall within the 250-foot radius.

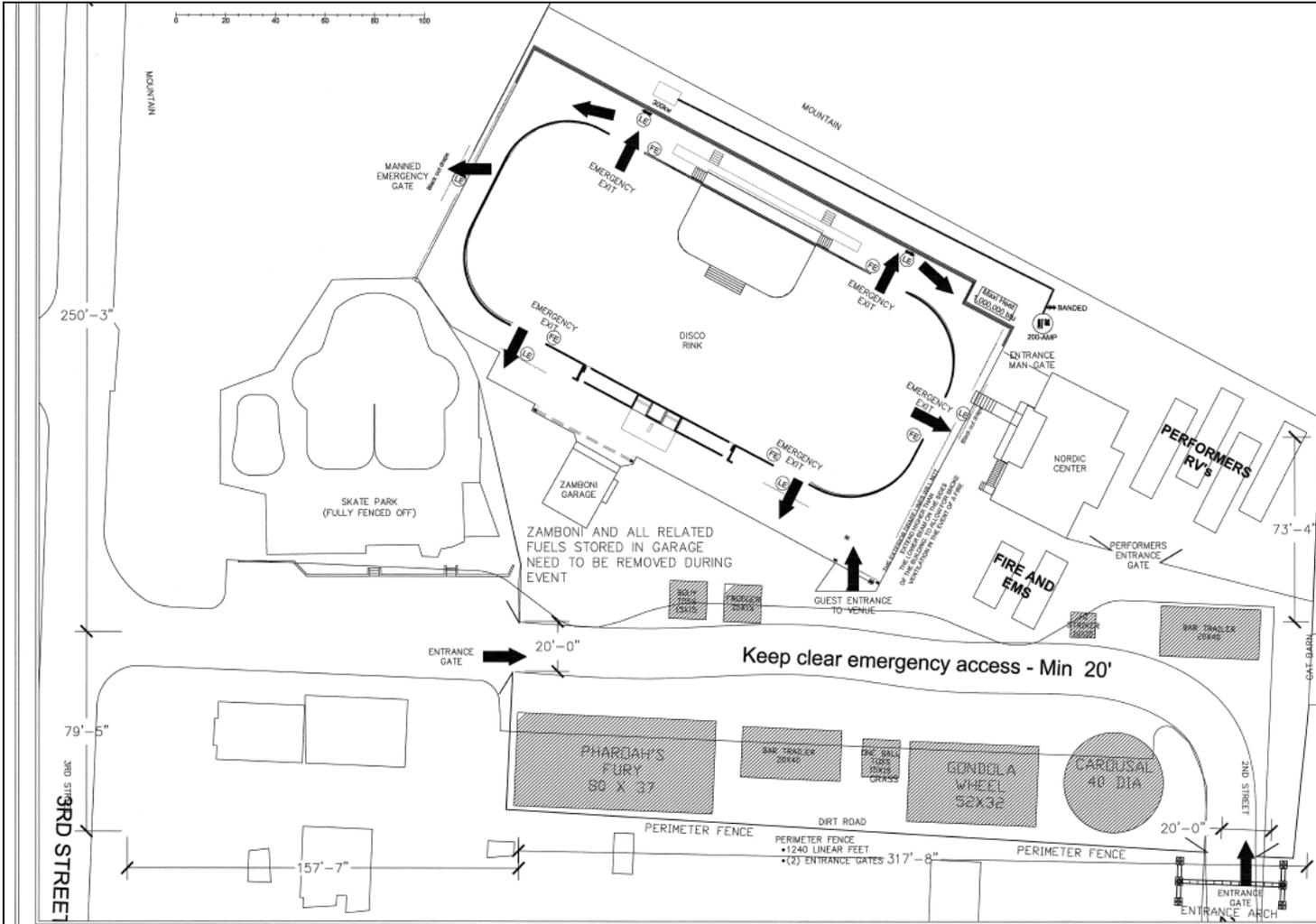
Two locations have been identified as potential two-night (September 5 and 6) weekend get away destinations; in close proximity to Crested Butte.

Note: Those residents that are within the 250 ft. radius, whom chose to accept the relocation option, will be provided a confirmation code at the alternative location for the said number of days. There will be no cash payments made to residents for this option

*Whatever, USA*

*Big Mine Arena - Life Safety Plan*

# Fire Safety & Evac Site Plan



ALL MATERIALS, CONSTRUCTION AND FINISHES MUST COMPLY WITH THE MOST RECENT APPLICABLE FEDERAL AND LOCAL SAFETY CODES.

THIS DRAWING AND ALL THE DESIGN ARRANGEMENTS, DETAILS AND PLANS CONTAINED HEREIN OR REFERENCED HEREBY ARE CONFIDENTIAL AND HAVE BEEN CREATED AND DEVELOPED FOR ME, ON, AND IN CONNECTION WITH THE PROJECT TITLED HEREIN. THE DRAWING, WITH ANY OF THE DESIGN ARRANGEMENTS, DETAILS OR PLANS SHALL BE APPROVED BY OR CONTROLLED BY ANY PERSON, FIRM OR CORPORATION FOR ANY USE WHATSOEVER, INCLUDING SPECIFIC AND WRITTEN PERMISSION OF THOMAS R. CHAMBERLAIN ARCHITECT.

WRITTEN CONDITIONS ON DRAWINGS SHALL HAVE AUTHORITY OVER RECALLED CONTRACTS AND MANUFACTURERS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND HOLDING THE DESIGNER FREE OF ALL WARRANTIES FROM DRAWINGS PROVIDED FORWARDED. THE WORK THE OWNER SHALL BE THE AND APPROVE. CONTRACT NOT BE HELD AS DETAILS WITHOUT ANY FURTHER DESIGN DETAILS.



**Thomas R. Chamberlain  
ARCHITECT**

14401 6215 Road  
Montrose, Colorado 81401  
970-240-7995 (Phone & Fax)

**FIRE SAFETY  
PLAN**

Date: Sept, 2014

Scale: SEE FOOT SCALE

SATURDAY NIGHT FEVER  
SITE PLAN



checked by TRC 8-26-14 102

**\*\* See actual Colorado Fire Engineer Stamped CAD; to be approved by Fire District\*\***

# Fire Safety & Evac Site Plan

## CODE REVIEW

PROJECT NAME AND LOCATION  
 8th FLOOR, THAMMAMER, USA  
 10140 E. ARIZONA, COLO SPRING  
 DISTRICT OF THE COLORADO

PROJECT DESCRIPTION  
 CORRECT EVENT AT THE ICE BANK AND  
 SURROUNDING AREAS AT THE VENUE

APPLICABLE CODES  
 INTERNATIONAL BUILDING CODE 2009  
 NFPA LIFE SAFETY CODE 2009  
 ASHRAE 90.1

BUILDING USE AND CONSTRUCTION CLASSIFICATION

EXISTING STRUCTURE	ICC CODE	IFBC CODE
USE GROUP	A-4 ASSEMBLY	303.1

PROPOSED EVENT  
 USE GROUP

A-2 ASSEMBLY	303.1
--------------	-------

BUILDING AREA

2700 S.F. TOTAL COVERED AREA	24,460 S.F. ASSEMBLY AREA - UNCONCENTRATED - PUBLIC ACCESS (16 NET	2,000 S.F. ASSEMBLY AREA - STAGES AND PLATFORMS - NO PUBLIC ACCESS (16 NET
2700 S.F. TOTAL COVERED AREA	24,460 S.F. ASSEMBLY AREA - UNCONCENTRATED - PUBLIC ACCESS (16 NET	2,000 S.F. ASSEMBLY AREA - STAGES AND PLATFORMS - NO PUBLIC ACCESS (16 NET

### OCCUPANCY LOADS AND EGRESS REQUIREMENTS

LOADS	AREA	S.F. PER	OCCUPANT	EGRESS	EGRESS	NO. OF	NO. OF
CALCULATED	AREA	PERSON	LOAD	WIDTH	WIDTH	EGRESS	EGRESS
AREA - ICE	AREA - ICE	LOAD	REQ'D	PROV'D	REQ'D	PROV'D	PROV'D
2700	24,460	37.5	1638	300	384	4	5
2700	2,000	175	114	30	384	2	5

TRAVEL DISTANCE TO EXITS

MAXIMUM LENGTH OF TRAVEL IN AN UNSPRINKLERED BUILDING	ICC CODE	IFBC CODE
200 FT (60.96 M)	103.1	103.1

EGRESS WIDTH

Room	ICC Code	IFBC Code
Rooms with 40 or less	2700C (TABLE 1100.17)	2700C (TABLE 7.3.3.1)
Rooms with 41 or more	19700CC (TABLE 1005.1)	2700C (TABLE 7.3.3.1)

NUMBER OF REMOTE EXITS REQUIRED

Room	ICC Code	IFBC Code
Rooms with 40 Occupants or Less	1 Exit (1015.1)	NA
Rooms with More Than 40 Occupants	2 Exits (1015.1)	NA
Assembly Occupancies	2 Exits (TABLE 1021.1)	2 Exits (TABLE 1.1)
Class C 50-900 OCC.	2 Exits (TABLE 1021.1)	2 Exits (TABLE 1.1.2)
Class B 201-1,000 OCC.	4 Exits (TABLE 1021.1)	4 Exits (TABLE 1.1.2)
Class A More Than 1,000 OCC.	4 Exits (TABLE 1021.1)	4 Exits (TABLE 1.1.2)

ADDITIONAL CODE INFORMATION

ALL TEMPORARY STAGE PLATFORMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 410.4.1

EGRESS ILLUMINATION SHALL COMPLY WITH 1008.1

TEMPORARY EXIT SIGNS SHALL COMPLY WITH 1011.1

IN ACCORDANCE WITH SECTION 1008.2, THE MAIN ENTRANCE FOR THE EVENT SHALL BE OF SIZE TO PROCEED WITH THE OCCUPANT LOAD. THE REQUIRED WIDTH OF THE MAIN ENTRANCE SHALL BE 15'-0" IF THE PROVIDED WIDTH IS 15'-0". SHOULD THE MAIN ENTRANCE WIDTH CHANGE DURING DESIGN OR BUILD OUT, THEN THE EXEMPTION TO 1008.2 WOULD APPLY TO THE VENUE.

ALL TEMPORARY HEATING SHALL BE IN ACCORDANCE WITH CSA REGULATION (STANDARD 29) STANDARD NUMBER 300.1/4 TRILUX TEMPORARY HEATING DEVICES

ALL TEMPORARY FLEX HEATING DUCT NOT TO IMPIDE ON ANY EMERGENCY EXIT.

EVENT MANAGEMENT WILL PROVIDE A MINIMUM (2) FIRE WATCH PERSONNEL AND (2) CRACK CONTROL PERSONNEL AT EACH ENTRANCE/EXIT TO THE GROUNDS AND FACILITY. THESE WILL CONTRIBUTE TO THE GENERAL EVACUATION OF THE FACILITY IN THE EVENT IT IS NECESSARY. THE EVENT MANAGEMENT WILL REQUEST EMER SERVICES TO BE STANDING BY AT A LOCATION NEARBY FOR THE DURATION OF THE EVENT.

ALL FLAME RESISTANCE CERTIFICATES WILL BE PROVIDED FOR MATERIALS BEING ADDED TO THE BUILDING SUCH AS STAGING AND DRAPES AND WILL BE AVAILABLE ON SITE FOR INSPECTION.

THE EXTERIOR DRAPE LINES WILL NOT EXTEND HIGHER THAN THE LOWER BEAM ON THE ROOF OF THE BUILDING, TO ALLOW FOR SMOKE VENTILATION IN THE EVENT OF A FIRE.

EVENT MANAGEMENT WILL TEMPORARILY BLOCK OFF ANY EXISTING EXIT SIGNAGE THAT DO NOT DIRECT TRAFFIC TO A FUNCTIONING EXIT. (2)

LE = LIGHTED EXIT SIGNS  
 FE = PORTABLE FIRE EXTINGUISHERS



ALL MATERIALS, CONSTRUCTION AND FINISHES MUST COMPLY WITH THE MOST RESTRICTIVE APPLICABLE FEDERAL AND LOCAL SAFETY CODES.

THE DRAWING AND ALL THE REVISIONS, AMENDMENTS, DELETIONS AND PLANS CONTAINED HEREIN OR REFERENCED THEREIN ARE CONFIDENTIAL AND HAVE BEEN CREATED AND DEVELOPED FOR THE USE OF, AND IN CONNECTION WITH, THE PROJECT. THE USER SHALL NOT REPRODUCE, COPY, REPRODUCE, OR IN ANY MANNER DISSEMINATE THE DRAWING, OR ANY PART OF THE DRAWING, OR ANY INFORMATION CONTAINED THEREIN, WITHOUT THE WRITTEN PERMISSION OF THOMAS R. CHAMBERLAIN ARCHITECT.

APPROVED BY OR FOR THE USER TO ANY PERSON, FIRM OR CORPORATION FOR ANY USE OTHER THAN THAT SPECIFICALLY AUTHORIZED BY THE USER. THE OFFICE SHALL FIRST SEE AND APPROVE ANY CONTRACTS BEFORE THEY ARE SIGNED BY ANY PARTY.



**Thomas R. Chamberlain  
 ARCHITECT**

14401 6215 Road  
 Morrison, Colorado 81401  
 970-240-7995 (Phone & Fax)

**FIRE SAFETY  
 PLAN  
 CODE REVIEW**

Date: Sept, 2014

Scale: SEE FOOT SCALE

SATURDAY NIGHT FEVER  
 SITE PLAN

2

checked by TRC 8-21-14 ZofZ

**\*\* See actual Colorado Fire Engineer Stamped CAD; to be approved by Fire District\*\***  
**\*\*\* Document states that temporary heating is approved/will meet code requirements\*\*\***

# Flame Certificates

## Whatever, USA—Life Safety Plan Big Mine Ice Arena - Colorado Fire Engineer Certification Letter



Thomas R. Chamberlain \* ARCHITECT

14401 62.15 Rd \* Montrose, Colorado 81403 \* (970)240-7995

08/22/14

To: The Crested Butte Building Department

Re: The Fire & Life Safety Plan for the Temporary use, of the Big Mine Ice Arena in Crested Butte Colorado, for a Concert Event.

This letter is to certify that, to the best of my knowledge, the project plans described on the drawings titled "Saturday Night Fever Site Plan" and dated 8-21-14, meet the intent of the 2009 IBC and other codes in the jurisdiction.

I believe it is within the authority of the local fire chief and local building official to accept a Fire Watch plan in lieu of an automatic sprinkler system for this event at this facility, and I recommend they do so.

Furthermore, I have inspected the site, the building, and the exit plan. I find the situation to be ideal for this type of event. Taking into account the construction of the enclosure (concrete and steel), only fire retardant materials being used, the plans submitted to provide excellent exit visibility and access, and a Fire Watch Plan with on-site personnel, I find the overall life safety situation to be outstanding.

I will be conducting an on-site inspection of the temporary modifications to the building on September 4<sup>th</sup> to verify the final conditions and to sign-off on their completion.

Sincerely,  
Thomas R Chamberlain  
ARCHITECT



*Note: Final installation will be signed off by  
Colorado Fire Engineer, prior to use*

# Life Safety Plan

Whatever, USA—Life Safety Plan  
Big Mine Ice Arena  
PRELIMINARY DRAFT

## I. INTRODUCTION AND CAPACITY

This Fire/ Life Safety Plan is designed to provide occupant safety in the event of a fire, to provide effective utilization of fire safety features, and to minimize the possibility of fires for the use of the Big Mine Ice Arena for the Bud Light Whatever, USA event. Please see the attached floor plans with emergency exit information, capacity notes, and fire prevention locations.

The capacity for this event is 1,200 – this is in accordance with 2009 IBC 1004.1.1 – Areas Without Fixed Seating. In Table 1004.1.1 the Maximum Floor Allowance per occupant for an assembly without fixed seating for Concentrated (tables and chairs) is 15 sq ft per person. The space within the building (taking out the space being utilized by the stage and backstage area) is 24,460, allowing for 1,630 – the event attendance of 1200 is well within that code. It is our opinion that the venue will never reach the 1200 person capacity due to the positioning of the bars, tables, and entertainment outside the building in the surrounding grounds.

## II. EMERGENCY PERSONNEL

The Event Management will provide at the minimum: (2) Fire Watch Personnel and (2) crowd control personnel at each entrance/exit to the grounds and facility. These will contribute to the orderly evacuation of the facility in the event it is necessary. The Event Management will request EMS services be standing by at a location nearby for the duration of the event.

## III. FIRE SUPPRESSION RESOURCES

There will be (8) fire extinguishers located in the arena, their locations prominently marked. This is (1) per 3,000 sq feet, in regulation with the 2009 IBD, section 906.3. See the table below for more information.

# Life Safety Plan

**TABLE 906.3(1) FIRE EXTINGUISHERS FOR CLASS A FIRE HAZARDS [F]**

	<b>LIGHT (Low) HAZARD OCCUPANCY</b>	<b>ORDINARY (Moderate) HAZARD OCCUPANCY</b>	<b>EXTRA (High) HAZARD OCCUPANCY</b>
Minimum Rated Single Extinguisher	2-A <sup>c</sup>	2-A	4-A <sup>a</sup>
Maximum Floor Area Per Unit of A	3,000 square feet	1,500 square feet	1,000 square feet
Maximum Floor Area for Extinguisher	11,250 square feet	11,250 square feet	11,250 square feet
Maximum Travel Distance to Extinguisher	75 feet	75 feet	75 feet

## IV. EXITS

Please note the position of all exits from within the rink as well as those to the exterior of the building. All emergency exits will have lighted exit signs. The draped sides of the building will have the ability to tie back to allow more room for emergency egress. We have indicated the removal of several end boards in order to facilitate a minimum of (6) exits from within the boards. In compliance with the 2009 IBC, the egress points will be the minimum required width of 3'-4" (the occupant for each egress multiplied by 0.2 inches). All points of egress will be supplied with illumination on emergency back-up power.

## V. MATERIALS USED

All Flame Resistance certificates will be provided for materials being added to the building such as staging & drape.

## VI. OTHER CONSIDERATIONS

The exterior drape lines will not extend higher than the lower beam on the sides of the building, to allow for smoke ventilation in the event of a fire. A wireless, portable fire detection system will be put in place that will be able to help sound an alert as well as notify help.

# Flame Certificates

## Whatever, USA—Life Safety Plan Big Mine Ice Arena



Rose Brand East:  
4 Emerson Lane Secaucus NJ 07094  
800-923-1624 901-809-1730 Fax 901-809-1850

Rose Brand West:  
10016 Lennix Street Sun Valley CA 91359  
800-360-5056 818-505-6290 Fax 818-505-6293

### Certificate of Flame Resistance

Rose Brand is in business in New York, New York with headquarters in Secaucus, New Jersey and offices also in Sun Valley, California.

This FR fabric described below has been treated with a flame retardant chemical such that the fabric meets the minimum requirements of flame resistance established by the following tests:

- NFPA 701-2010, TM #1
- Calif. Title 19, test # 1237.1, small scale
- British BS 5867: Part 2:1980

The material listed below was treated with a fire retardant chemical approved by and registered with the California State Fire Marshall. This chemical is approved for use on the material listed below:

CSFM Approval No.: GA-0358.01



The flame retardancy has a minimum lifetime of at least one (1) year, but is likely to be effective for much longer. The flame retardancy will withstand up to three (3) dry cleanings or non-water washing processes. The flame retardant chemical **WILL** be removed by water washing. Wide fluctuations in atmospheric humidity as well as accumulations of airborne dust and oils will diminish the endurance and effectiveness of the flame retardant chemical.

Rose Brand recommends annual testing of this fabric using NFPA 705, Field Test Method for Textiles.

Owner/Purchaser Name: Hargrove Inc  
Purchaser PO#: 13090579  
Purchaser Project/Event Name:  
Rose Brand Order: 39195  
Sales Order Date: 9/26/2013

Fabric Used: 400.000 Yards Duvetyn 54 in FR 8 oz White

For Rose Brand Textile Fabrics  
Customer Service Representative

Special New York City Certificate  
Available Upon Request

# Flame Certificates

Whatever, USA—Life Safety Plan  
Big Mine Ice Arena

SINTRA® GATOR® FOME-COR® DIBOND®



## TECH TALK

**Product:** Sintra                      **Date:** August 25, 2005  
**Subject:** Fire Characteristics   **Revision:**  
**Number:** D19                        **Pages:** 4

### Fire Characteristics of Sintra Material

Sometimes it is necessary to know the fire characteristics of materials that are used in the production of certain signage, graphics, exhibits or displays. These characteristics become important when the materials are used in applications where there may be stringent rules on how the materials behave when exposed to sources of combustion.

The following sections discuss the flame characteristics of Sintra, the standards it has been tested to, and where applicable it's classifications under these standards.

### Relative Flammability Comparisons to Other Materials

In addition to its unique balance of performance properties, Sintra material has the following advantages as a fire-retardant material:

1. Self Extinguishing — remove the flame and the burning stops.
2. Relatively High Ignition Resistance—the heat content of Sintra material is 8,600 BTU/LB. Heat produced by a flame from Sintra material is not enough to produce the necessary vapors which combine with atmospheric oxygen to create a combustible mixture. Because of its low heat of combustion, Sintra material will not support combustion.

# Flame Certificates

## Whatever, USA—Life Safety Plan Big Mine Ice Arena

Page 2

3. High Oxygen Index — ASTM D-2863 measures the percent of oxygen in an oxygen/nitrogen mixture which barely supports burning. The oxygen content of the earth's atmosphere is about 21%. Materials with oxygen index values of approximately 26 and above should not continue burning after the flame source is removed because the normal atmospheric oxygen content is insufficient to support combustion. The oxygen index values of Sintra material is 46–49%.
4. No "Flaming Drip" — some burning polymers produce molten flaming drips which contribute to flame spread. Sintra material produces a form-retaining carbonaceous char that does not drip.

### UL 1975

#### Fire Test for Foamed Plastics Used for Decorative Purposes

The test method determines the ability of foamed plastics and products containing foamed plastics used for decorative purposes to resist rapid heat release when subjected to a flaming ignition source. The method is intended to products used for the following decorative purposes:

- Typical open-ceiling, portable exhibit booth constructions incorporating manufactured panels.
- Individual, manufactured decorative objects such as, but not limited to, mannequins, murals, and signs.
- Theater, motion picture, and television stage settings, with or without horizontal projections.

THICKNESS	DENSITY (lbs/ft3)	MAX. INST. RHR (kW)
1 mm	44	38
6 mm	44	42
10 mm	28	80
19 mm	28	62

3A Composites USA Inc.

P.O. Box 507 • 208 W. 5<sup>th</sup> Street • Benton, KY 42025-0507  
800-626-3365 • 270-527-4200 • Fax 270-527-1552  
www.3acompositesusa.com

# Flame Certificates

## Whatever, USA—Life Safety Plan Big Mine Ice Arena

Page 3

### **UL 94 Standard for Flammability of Plastic Materials for Parts in Devices and Appliances**

The test method is intended to characterize flame propagation of a material and its tendency to char. The test also indicates the tendency of the material to produce flaming particles which could ignite a cotton indicator located below the sample. It is used to determine a material's tendency either to extinguish or to spread the flame once the specimen has been ignited.

There are various flame classifications specified in UL 94 that are assigned to materials based on the results of these bench top tests. The classifications are used to distinguish a material's burning characteristics.

<b>UL-94 Classification</b>	<b>Sintra Gauges</b>
V-0	1 – 19 mm
5VA	2 – 19 mm
5VB	1 mm

These classifications show that the material was tested in a vertical position and self-extinguished within a specified time after the ignition source was removed. These classifications also indicate that the material dripped no flaming particle that ignited a cotton indicator located below the sample. A material with a 5VA or 5VB classification is subjected to a flame ignition source that is approximately five times more severe than that used in the V-0 classification.

### **ASTM E-84 (UL Steiner Tunnel Test) Standard Test Method for Surface Burning Characteristics of Building Materials**

The test method uses a sample of material 20-24" wide by 24' long that fits under the roof of a 25' long tunnel forming the ceiling of the tunnel. Gas burners on one end of the tunnel impinge a flame on 7 square feet of the test specimen. The progression of the flame is observed and smoke development is measured by a photometer.

# Flame Certificates

## Whatever, USA—Life Safety Plan Big Mine Ice Arena

Page 4

The flame propagation is plotted as distance vs. time. The photometer data is plotted as percent of absorption vs. time. The flame spread and smoke development indexes are then calculated and reported.

Sintra Material Performance - ASTM E-84

Thickness	Flame Spread	Smoke Development
2mm	20	380
3mm	20	315
4mm	20	425
5mm	20	>450
6mm	20	>450
10mm	25	>450
13mm	>25	>450
19mm	>25	>450

# Flame Certificates

## Whatever, USA—Life Safety Plan Big Mine Ice Arena



### CERTIFICATE OF FLAME RESISTANCE

Rose Brand is in business in New York, New York, with headquarters in Secaucus, New Jersey and offices also in California.

The FR fabric described below has been treated with a flame retardant chemical such that the fabric meets the minimum requirements of flame resistance established by the following tests:

- NFPA 701 (1989 ed.), small scale
- NFPA 701 (2004 ed.), test method #1
- California Administrative Code Title 19, Section 1237
- BS 5867- test 2 (part B)-1980 British Standard Specifications for Fabrics for Curtains and Draperies



The Fire Marshal of the State of California has registered this fabric as #F-54505. The flame retardance has an expected lifetime of at least one (1) year, but is likely to be effective for much longer. The flame retardance will withstand up to three (3) dry cleanings or non-water washing processes. The flame retardant chemical WILL be removed by water washing. Wide fluctuations in atmospheric humidity as well as accumulations of airborne dust and oils will diminish the endurance and effectiveness of the flame retardant chemical.

Rose Brand recommends annual testing of this fabric using the NFPA 705 (1997 or later) Field Test Method for Textiles.

**Purchaser's Name:** Lincoln Maynard PRG Scenic Technologies LV

**Rose Brand Order #:** 98281

**Dated:** 8/14/14

**Fabric used:** 100% cotton, White heavy weight Muslin  
( 3 ) 10ft – 0inches high x 155 feet – 0inches wide. Top, webbing grommets & ties 12inches on center. Black grommets and ties. Bottom, pipe hem lined 5inches with pipe access slits 10"0" O/C on rear. Stage right, cable hem lined 2inches with line sewn in. Stage left, cable hem lined 2 inches with line sewn in.  
( 2 ) 10ft – 0inches high x 60ft – 0inches wide. Top, webbing grommets & ties 12inches on center. Black grommets & ties. Bottom, pipe hem lined 5 inches with pipe access slits 10"0" O/C on rear. Stage right, cable hem lined 2inches with line sewn in. Stage left, cable hem lined 2inches wit line sewn in.

For Rose Brand Textile Fabrics  
Customer Service Representative

**SPECIAL NEW YORK CITY CERTIFICATE  
AVAILABLE UPON REQUEST**

Corporate Headquarters & Warehouse: 4 Emerson Lane, Secaucus, NJ 07094 800.223.1624  
West Coast Sales & Warehouse: 10616 Lanark Street, Sun Valley, CA 91352 800.360.5056  
Canadian Representative: Technically Yours, Inc., #103-7 Lebart Ave., Toronto ON M5A 1Z1 416.361.9390  
RoseBrand.com

# Flame Certificates

## Whatever, USA—Life Safety Plan Big Mine Ice Arena



### WT-102 PRODUCT DATA SHEET FLAME RETARDANT LATEX BASED COATING

COLOR:	ITEM NO.
Black:	WT-102B
White:	WT-102W
Tint Base:	WT-102CB

WT-102 Flame Retardant Coating is a Class A (Class 1) Non-Hazardous, Non-Toxic, Interior, Latex-Based Flame Retardant Intumescent Coating For Application Over Raw Wood And Other Surfaces.

#### TECHNICAL DATA:

- Apply one coat of WT-102 at the rate of 135 square feet per gallon. Appearance - consistency of paint.
- Available in white, black and color-base for mixing of custom colors. Use water-soluble dispersible tint. Tinting Guidelines are available.
- Weight - 5-gallon pails weigh 60 lbs.
- Storage - do not allow to freeze. Store between 40°f and 80°f.
- Shelf life is one year if container is unopened.
- Do not add water or change chemical composition in any way.
- Closed containers exposed to heat may rupture due to pressure build-up.

#### APPROVALS:

California State Fire Marshal Approval #C-10000, ASTM E84 on Wood and Fabric, Meets ANS No. 2.5, NFPA 255, UL No. 723, UBC No. 42-1 fire retardancy requirements with a Class A flame spread, British Standard 5867: Part 2:1980 & British Standard 476:Part 7:1987. Previously Approved by ICBO Report #3656 and City of Los Angeles Research Report #RR 24303.

#### APPLICATION INSTRUCTIONS:

- Before using, user must determine suitability of this product for its intended use.
- Prepare substrate by sanding and removing any silicone or oil based coatings that may already be on wood. WT-102 will not adhere to a surface that has not been properly prepared.
  - Applicator must wear paint, mask and gloves suitable for latex coatings.
  - WT-102 must be mixed extremely well. Minimize contact with air as product dries fast.
  - Coverage is 1 gallon per 130 square feet, applied in one coat. Apply with an airless sprayer, brush or roller. Cover entire exposed area.
  - Certification for the State of California may require application by a California State Certified Applicator to comply with requirements of the California State Fire Marshal.

#### CLEAN-UP:

Flush sprayer and/or equipment with water and wash hands with soap and water.

#### CAUTION:

Keep out of reach of children. Do not ingest. Call physician if swallowed. Clean with soap and water all contacted areas.

#### WARRANTY AND DISCLAIMER

Use only as directed. Sellers and Manufacturers only obligation shall be to replace such quantity of the product proved to be defective. Neither seller nor manufacturer shall be liable for any injury, loss or damage, direct or consequential, arising out of the use of or inability to use the product. Before using, user must determine the suitability of the product for its intended use. The user assumes all risk and liability whatsoever in connection therewith. Any statement or recommendation not contained herein shall have no force or effect unless contained in an agreement signed by officers of seller and manufacturer. Deterioration of coatings applied to interior finishes can occur due to ambient conditions and repeated cleaning of the surface or painting over applied coatings. Fire Retardants shall possess the desired degree of permanency and shall be maintained so as to retain the effectiveness of the treatment under the service conditions encountered in actual use. Periodic testing and inspection is recommended.

07/14

28298 Constellation Rd. Valencia, CA 91355 (661) 295-Fire (3473) Fax (661) 295-3880

# Flame Certificates

## Whatever, USA—Life Safety Plan Big Mine Ice Arena

Material Safety Data Sheet		 US Department of Labor		
May be used to comply with OSHA's Hazard Communication Standard, 29 CFR 1910.1200. Standard must be consulted for specific requirements.		Occupational Safety and Health Administration (Non-Mandatory Form) Form Approved OMB No. 1218-0072		
<b>IDENTITY: WT-102 Flame Retardant Coating With Adhesion Abilities</b>				
<b>Section I –Product Identification</b>				
Manufacturer's Name <b>FireTect®</b>		Emergency Telephone Number: (661) 295-Fire (3473)		
Address: 28298 Constellation Rd. Valencia, CA 91355		Telephone Number for Information: FAX (661) 295-3880		
		Date Prepared: 01-10-95 Reviewed: 01-2014		
<b>Section II - Hazardous Ingredients</b>				
Hazardous Components (Specific Chemical Identity; Common Name(s))	OSHA PEL None	ACGIH TLV None	Other Limits Recommended None	% <i>(optional)</i>
FireTect PC201 Flame retardant coating Non-Hazardous coating water based latex VOC: 47 Grams per liter NON-HAZARDOUS, NON FLAMMABLE NFPA: Hazardous 0, Flammability 0 Reactivity 0			21.8% Inorganic Phosphates 18.4 % modified polyvinylidene chloride copolymer 3.4% sodium salt aromatic sulfonate 41.9% liquid vehicle	
<b>Section III – Physical Data/Chemical Characteristics</b>				
Boiling Point	212° f	Specific Gravity (H <sub>2</sub> O = 1)	1.08	
Vapor Pressure (mm Hg.)	None	Melting Point	None	
Vapor Density (AIR = 1)	Equal to water	Evaporation Rate (Butyl Acetate = 1)	Less than water	
Solubility in Water: Complete - dilutable in water.				
Appearance and Odor: Off white, black, or grey liquid or special requested color.				
<b>Section IV - Fire and Explosion Hazard Data</b>				
Flash Point (Method Used): None	Flammable Limit: None	LEL: None	UEL: None	
Extinguishing Media: For dry solids use water foam CO <sub>2</sub> or dry chemical fire fighting apparatus.				
Special Fire Fighting Procedures: Closed container exposed to heat may rupture due to pressure build up.				
Unusual Fire and Explosion Hazards:				

# Flame Certificates

## Whatever, USA—Life Safety Plan Big Mine Ice Arena

### Section V - Reactivity Data

Stability	Stable	<input checked="" type="checkbox"/>	Conditions to Avoid: None
Incompatibility ( <i>Materials to Avoid</i> ): None			
Hazardous Decomposition or Byproducts:			
Hazardous Polymerization	Will Not Occur	<input checked="" type="checkbox"/>	Conditions to Avoid: None

### Section VI - Health Hazard Data

Route(s) of Entry:	Inhalation Yes	<input type="checkbox"/>	Skin Yes	<input type="checkbox"/>	Ingestion Unlikely	<input type="checkbox"/>
Health Hazards ( <i>Acute and Chronic</i> ): <u>Inhalation</u> : Overexposure may cause irritation. If not breathing give artificial respiration seek medical attention. <u>Skin Contact</u> : cleanse affected areas with mild soap and water. If irritation develops, seek medical attention. <u>Ingestion</u> : if drowsy or unconscious, place victim on left side with head down. Do not give anything by mouth; seek medical attention.						
Carcinogenicity: none according to Ames Test						
NTP? <input type="checkbox"/> IARC Monographs? <input type="checkbox"/> OSHA Regulated? <input type="checkbox"/>						
Signs and Symptoms of Exposure: Local Irritation.						
Medical Conditions Generally aggravated by Exposure: If irritation or redness develops from exposure move victim away from source and into fresh air. Seek medical attention.						
Emergency and First Aid Procedures: If swallowed, induce vomiting, seek medical attention. In case of eye contact, flush with running water for at least 15 minutes. If irritation persists, seek advice of a physician.						

### Section VII - Precautions for Safe Handling and Use

Steps to Be Taken in Case Material is Released or Spilled: Flush spilled material into suitable retaining areas or containers with large quantities of water. Small amounts may be absorbed into appropriate absorbent.
Waste Disposal Method: Dispose of product in accordance with applicable local, county, state and federal regulation.
Precautions to Be taken in Handling and Storing: Keep containers in cool, dry area. Use and store with adequate ventilation.
Other Precautions: Storage should not exceed 80° f or fall below 40° f. Do not allow to freeze. Once opened, contents should be used completely.

### Section VIII - Control Measure

Respiratory Protection ( <i>Specify Type</i> ): Not mandatory.		
Ventilation	Local Exhaust:	Special
	Mechanical ( <i>General</i> )	Other
Protective Gloves: use of gloves that are impermeable to product is advised.	Eye Protection: approved eye protection to protect against eye contact or irritation is recommended	
Other Protective Clothing or Equipment		
Work/Hygienic Practices: Wash hand with mild soap & water; it is recommended that clean water be available for flushing eyes and skin.		

WT102 MSDS page 2

# Flame Certificates

## Whatever, USA—Life Safety Plan Big Mine Ice Arena

 Sew What? Inc. It's not a question. It's the answer.™



**CERTIFICATE OF FLAME RETARDANCY**

•  
•  
•

a) The manufacturer has certified that the fabric listed below has been treated with a flame retardant chemical and has been tested and complies with NFPA 701 (1996 version), Small Scale. The fabric is NOT registered as flame retardant with the State of California or New York City unless a CA Reg. No. or NYC Reg. No. is noted below

CA Reg. No.:  
NYC Reg. No.:

**The Flame Retardant Process Used WILL Be Removed By Washing.** Accumulation of dust or repeated dry cleaning may also adversely affect the flame resistance of this fabric. Annual testing using the NFPA 705 Field Test is recommended.

b) The manufacturer has certified that the fabric listed below has been manufactured using an inherently flame retardant fiber or durable flame retardant process and, therefore, is inherently or durably flame retardant for the life of the fabric and has been tested and complies with NFPA 701 (1996 version), Small Scale. The fabric is NOT registered as flame retardant with the State of California or New York City unless a CA Reg. No. or NYC Reg. No. is noted below:

Trade name for flame resistant fabric: Polyester  
CA Reg. No.: F-521.01  
NYC Reg. No.:

**The Flame Retardant Process Used WILL NOT Be Removed By A Single Washing,** but may degrade over repeated cleanings. Accumulation of dust may adversely affect the flame resistance of this fabric. Annual testing using the NFPA 705 Field Test is recommended.

• Purchaser's Name: Rent What  
Sew What? OC#: 2014  
• Date: 11/02/09  
• Material: 15oz Encore Velour  
• Color: Black  
• Yards: 48.00  
• Notes: (if any)

30X20ENCBLK; Masking Drape, 30' h x 20' w

ANNUAL TESTING STATEMENT. The fabric listed above was field-tested on 02/08/14 by California Registered Applicator GA-1391.01, according to testing procedures set forth in NFPA 705, Match Field Test. The fabric described above has passed the field test.

  
By Lynda Vaughn.  
Sew What? Inc

1976 Gladwick Street, Rancho Dominguez, CA 90280, USA • 310 639-6000 Fax: 310 639-6036 • www.sewwhatinc.com

# Flame Certificates

## Whatever, USA—Life Safety Plan Big Mine Ice Arena

Sew What? Inc. It's not a question. It's the answer.™



### CERTIFICATE OF FLAME RETARDANCY

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NYC Reg. No.:  
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- b) The manufacturer has certified that the fabric listed below has been manufactured using an inherently flame retardant fiber or durable flame retardant process and, therefore, is inherently or durably flame retardant for the life of the fabric and has been tested and complies with NFPA 701 (1996 version), Small Scale. The fabric is NOT registered as flame retardant with the State of California or New York City unless a CA Reg. No. or NYC Reg. No. is noted below:  
Trade name for flame resistant fabric: Polyester  
CA Reg. No.: F-521.01  
NYC Reg. No.:  
**The Flame Retardant Process Used WILL NOT Be Removed By A Single Washing,** but may degrade over repeated cleanings. Accumulation of dust may adversely affect the flame resistance of this fabric. Annual testing using the NFPA 705 Field Test is recommended.

- Purchaser's Name: Rent What
- Sew What? OC#: 2014
- Date: 10/04/09
- Material: 15oz Encore Velour
- Color: Black
- Yards: 36.00
- Notes: (if any)  
30X15ENCBLK; Masking Drape, 30' h x 15' w

**ANNUAL TESTING STATEMENT.** The fabric listed above was field-tested on 02/08/14 by California Registered Applicator GA-1391.01, according to testing procedures set forth in NFPA 705, Match Field Test. The fabric described above has passed the field test.



By Lynda Vaughn.  
Sew What? Inc

1978 Gladwick Street, Rancho Dominguez, CA 90220, USA • 310 639-6000 Fax: 310 639-6056 • www.seewhatinc.com

# Flame Certificates

## Whatever, USA—Life Safety Plan Big Mine Ice Arena

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### CERTIFICATE OF FLAME RETARDANCY

**Certification is hereby made that:** (only "a" or "b" as checked below applies)

- a) The manufacturer has certified that the fabric listed below has been treated with a flame retardant chemical and has been tested and complies with NFPA 701 (1996 version), Small Scale. The fabric is NOT registered as flame retardant with the State of California or New York City unless a CA Reg. No. or NYC Reg. No. is noted below  
CA Reg. No.:  
NYC Reg. No.:  
**The Flame Retardant Process Used WILL Be Removed By Washing.** Accumulation of dust or repeated dry cleaning may also adversely affect the flame resistance of this fabric. Annual testing using the NFPA 705 Field Test is recommended.
- b) The manufacturer has certified that the fabric listed below has been manufactured using an inherently flame retardant fiber or durable flame retardant process and, therefore, is inherently or durably flame retardant for the life of the fabric and has been tested and complies with NFPA 701 (1996 version), Small Scale. The fabric is NOT registered as flame retardant with the State of California or New York City unless a CA Reg. No. or NYC Reg. No. is noted below:  
Trade name for flame resistant fabric: Polyester  
CA Reg. No.: F-521.01  
NYC Reg. No.:  
**The Flame Retardant Process Used WILL NOT Be Removed By A Single Washing,** but may degrade over repeated cleanings. Accumulation of dust may adversely affect the flame resistance of this fabric. Annual testing using the NFPA 705 Field Test is recommended.

- Purchaser's Name: Rent What
- Sew What? OC#: 2014
- Date: 07/21/10
- Material: 15oz Encore Velour
- Color: Black
- Yards: 62.00
- Notes: (if any)

30X30ENCBLK: Masking Drapes, 30' h x 30' w  
ANNUAL TESTING STATEMENT. The fabric listed above was field-tested on 04/17/14 by California Registered Applicator GA-1391.01, according to testing procedures set forth in NFPA 705, Match Field Test. The fabric described above has passed the field test.



By Lynda Vaughn.  
Sew What? Inc

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*Whatever, USA*

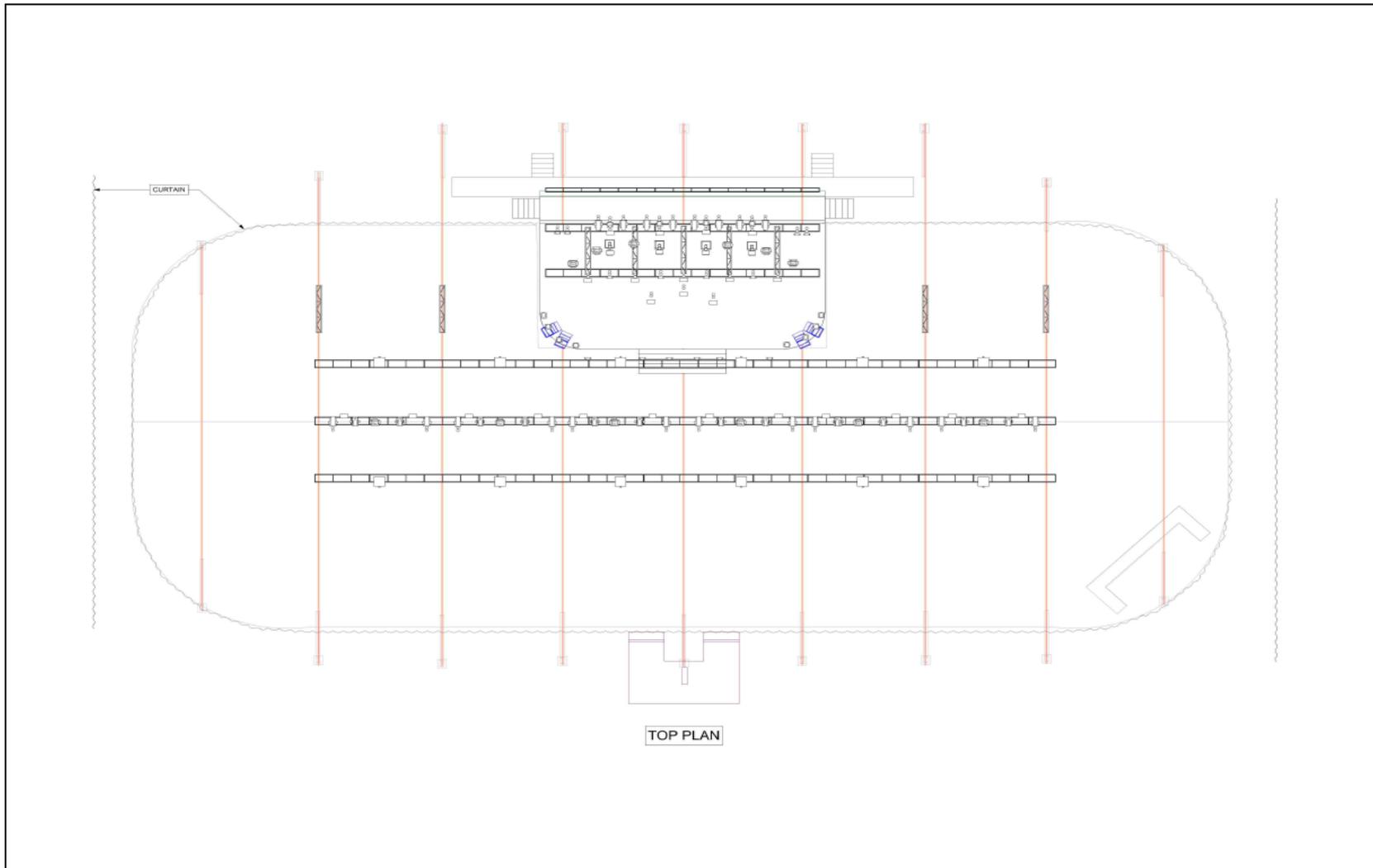
*Structural CAD's*

# *Signage & Architectural Plan*

## **Structural Build Approvals/Engineered Stamped**

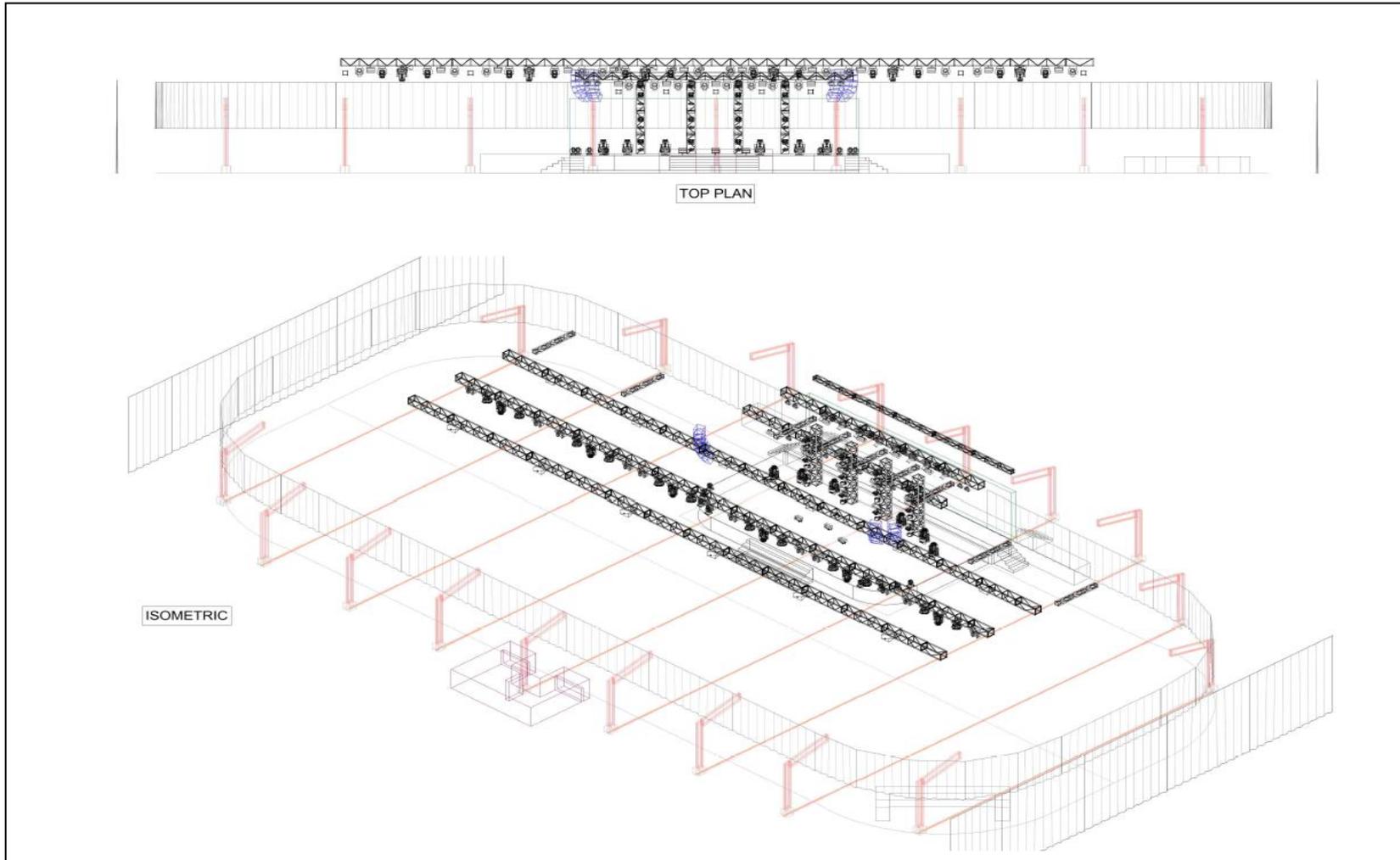
- All structures constructed from stamped by engineering firm, *Clark & Reader.*, *registered Colorado engineer*
- *Engineer representing the firm will be present during the build and placement of all structure to ensure all plans/codes/requirements are meet and satisfactory*
- *Final inspection report will be provided to town*

# Overhead view



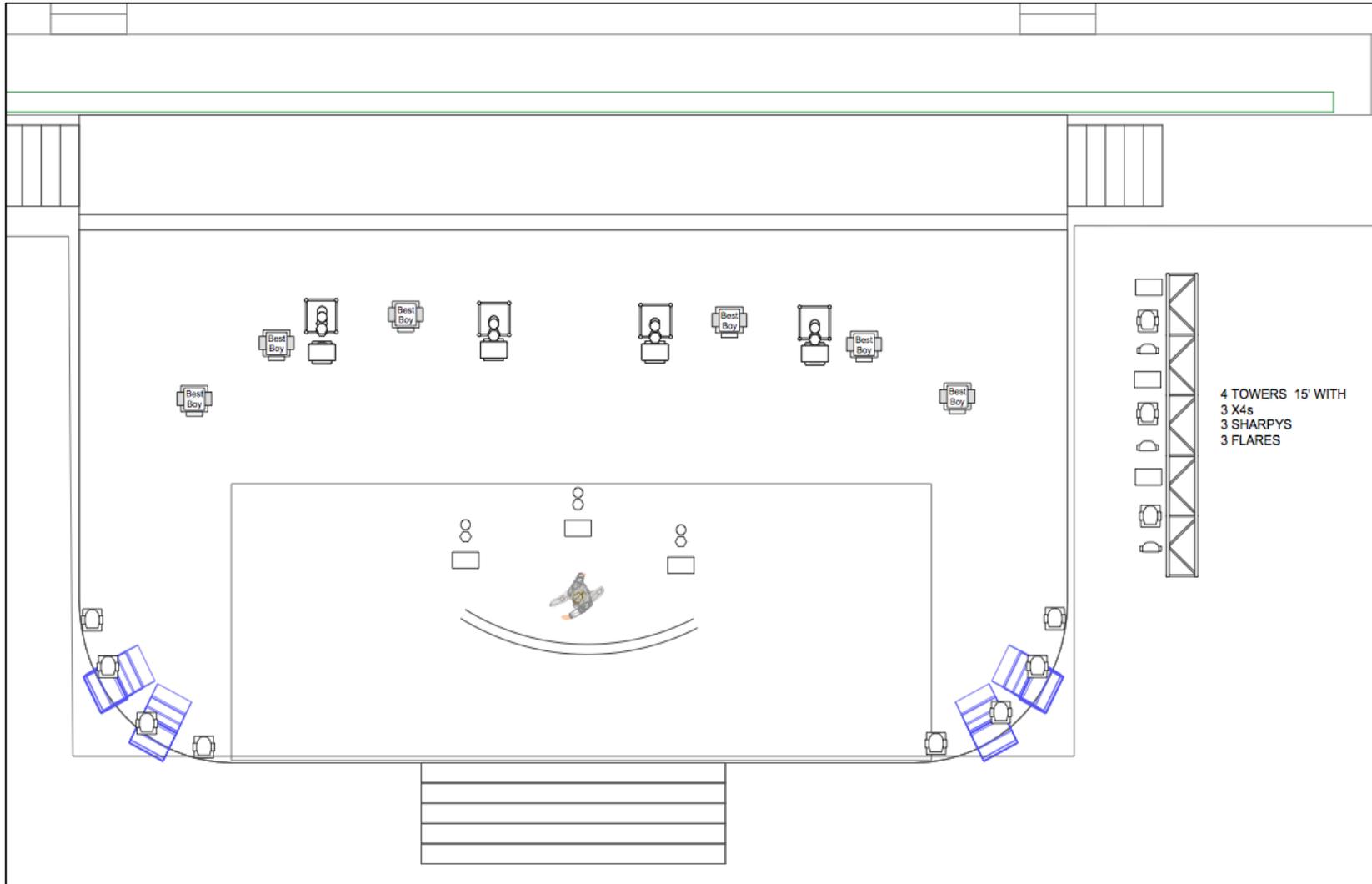
**\*\* See actual master CAD for details\*\***

# Overhead view



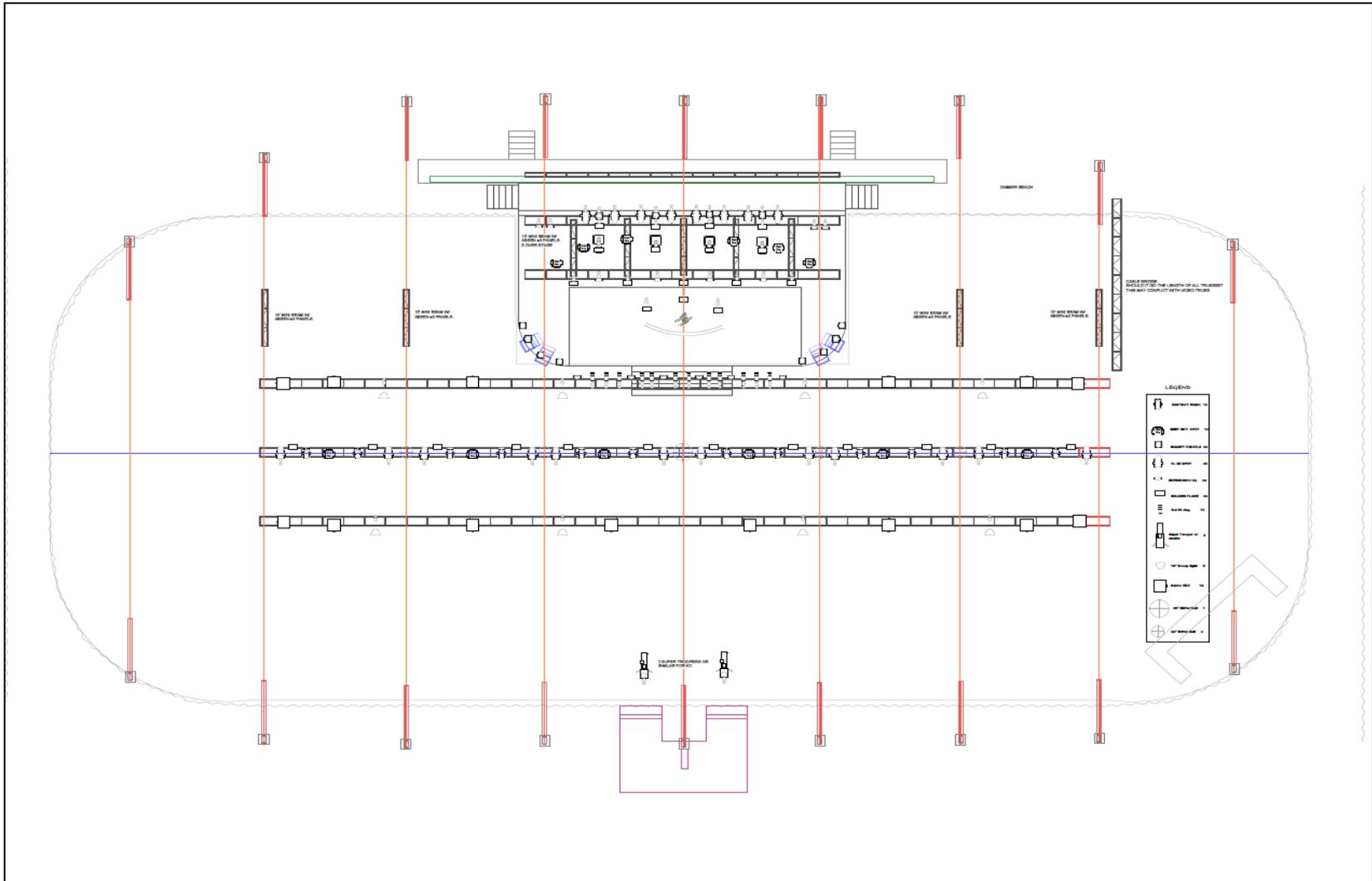
**\*\* See actual master CAD for details\*\***

# Floor Lighting



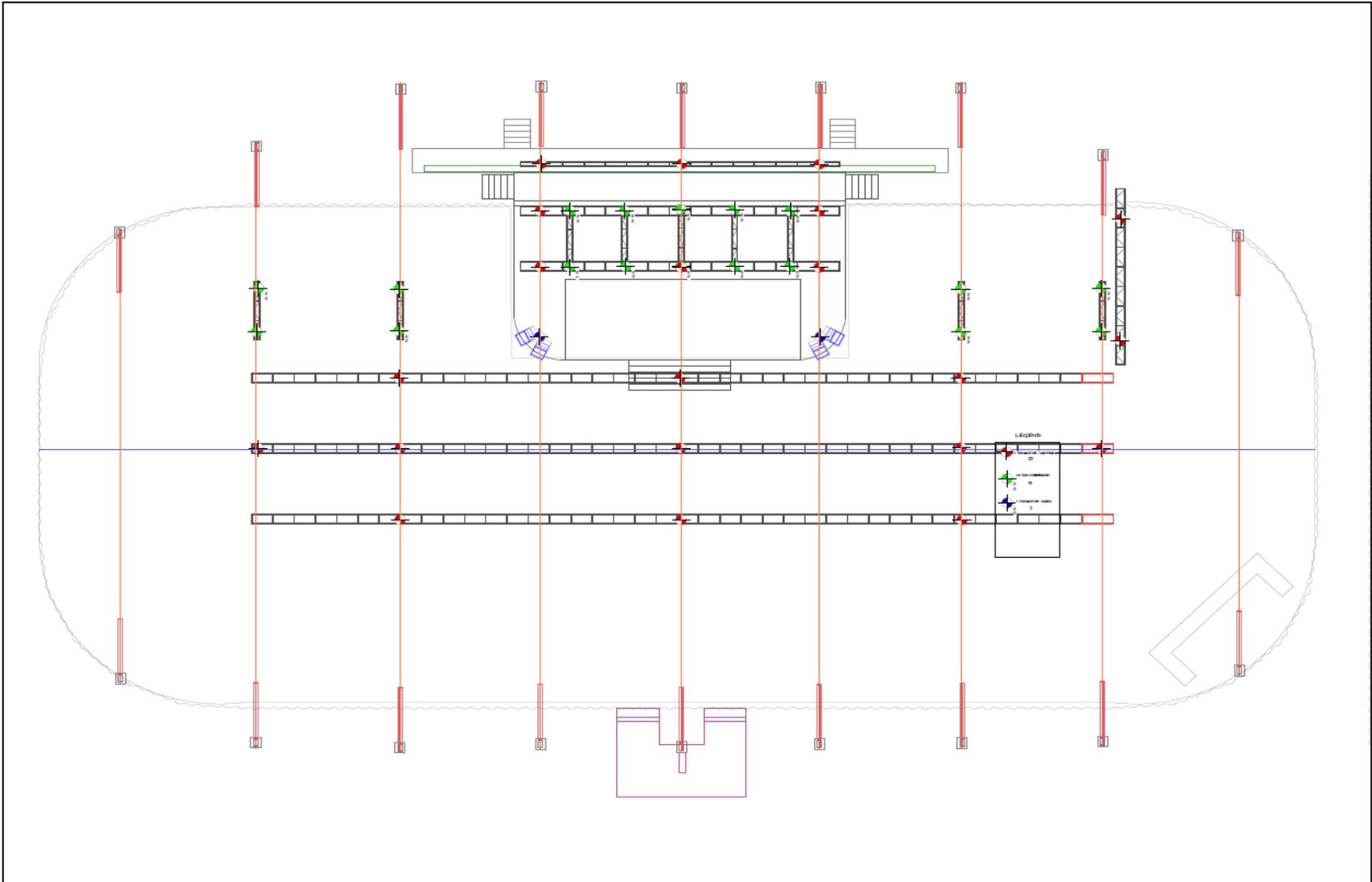
**\*\* See actual master CAD for details\*\***

# Rig Lighting



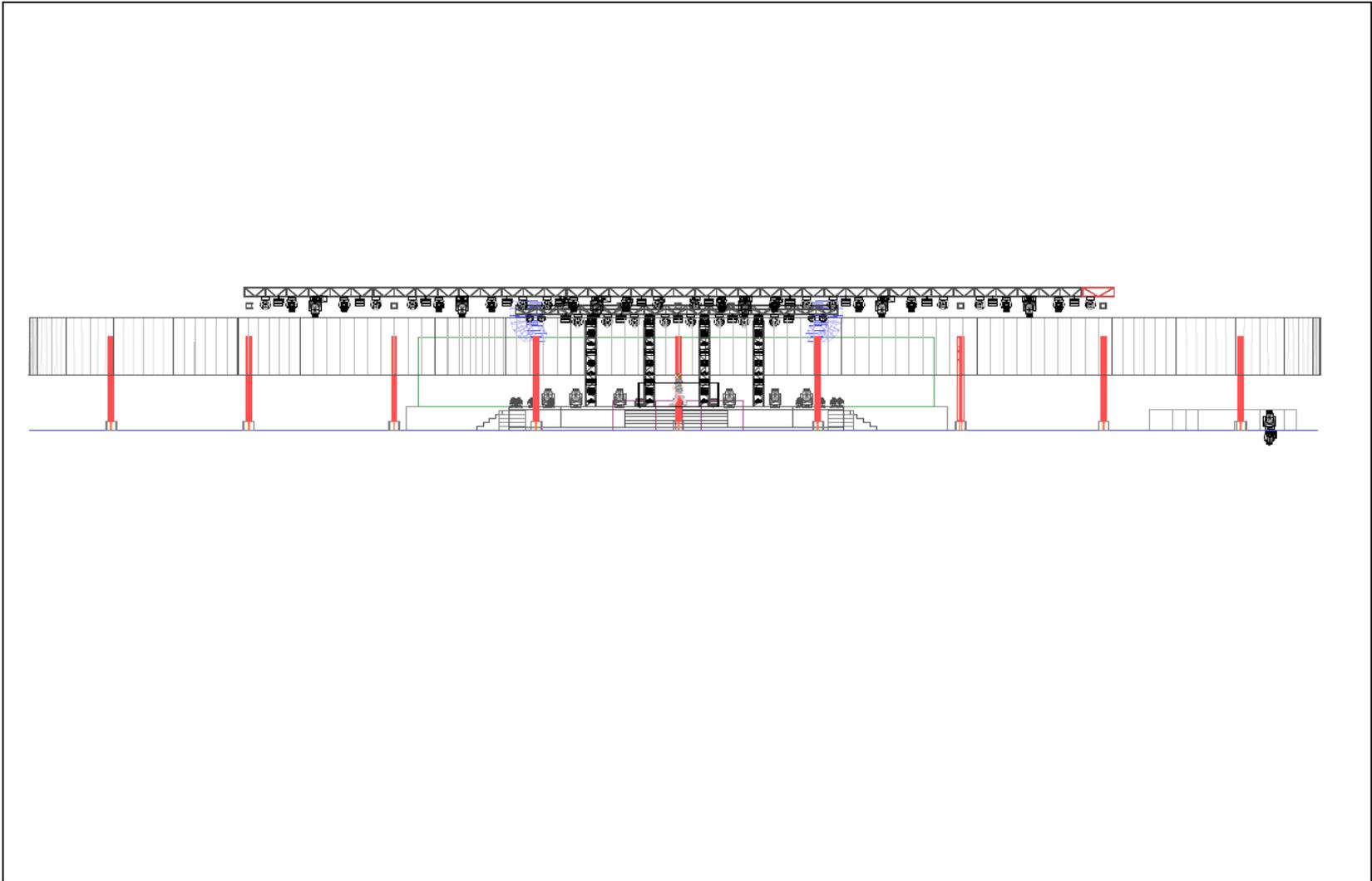
**\*\* See actual master CAD for details\*\***

# Rig Plot



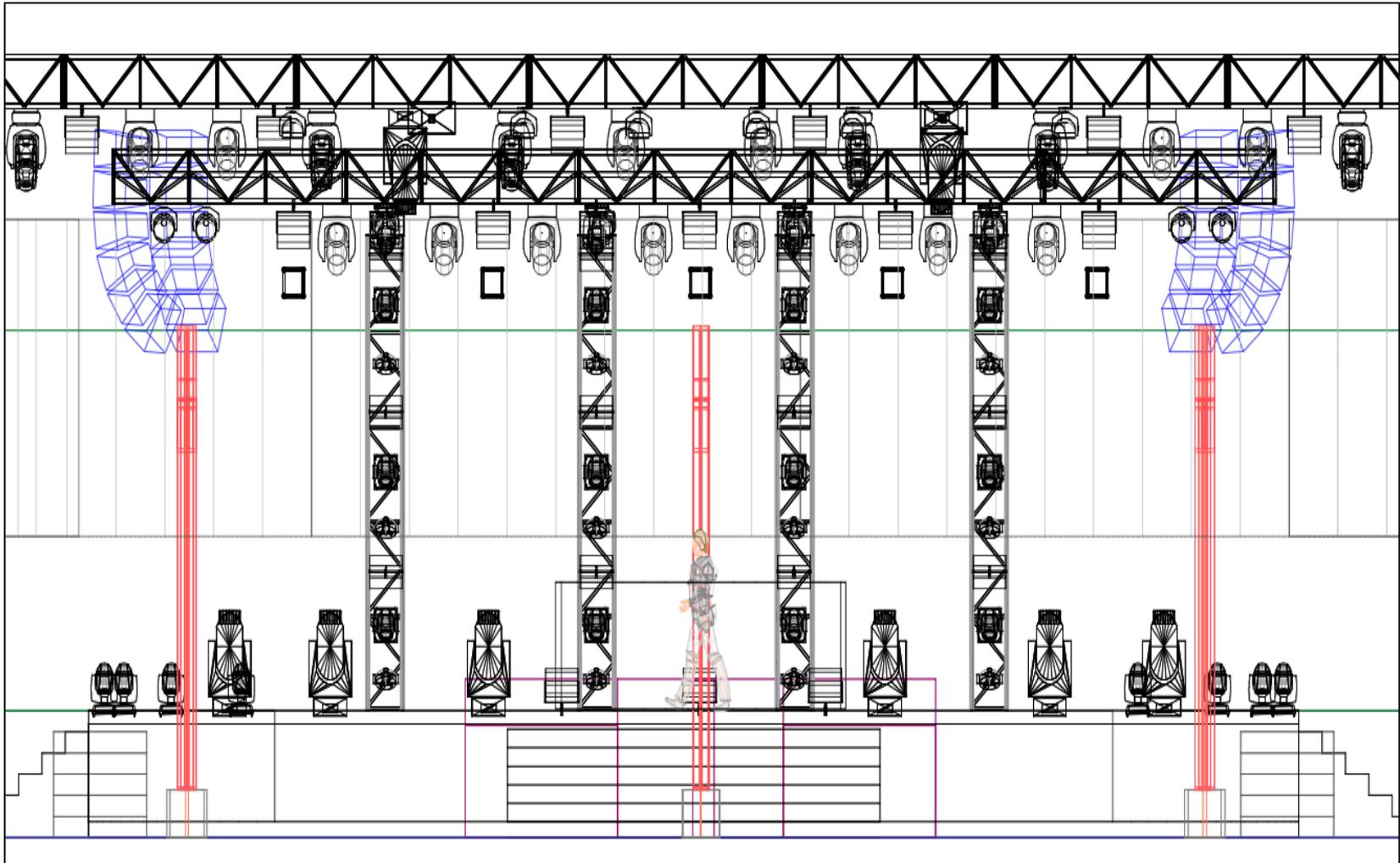
**\*\* See actual master CAD for details\*\***

# *Rig Front View*



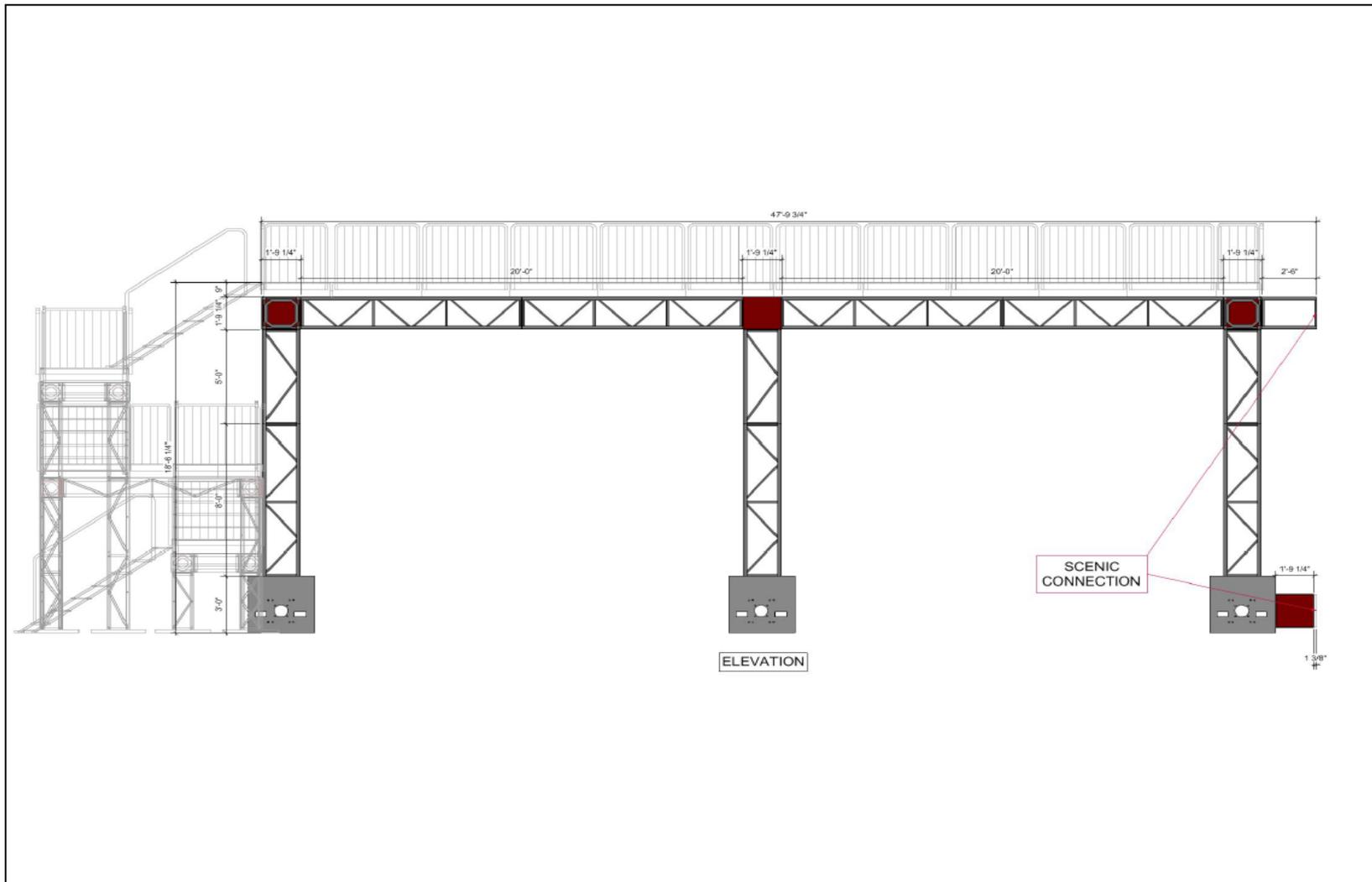
**\*\* See actual master CAD for details\*\***

# Stage Front View



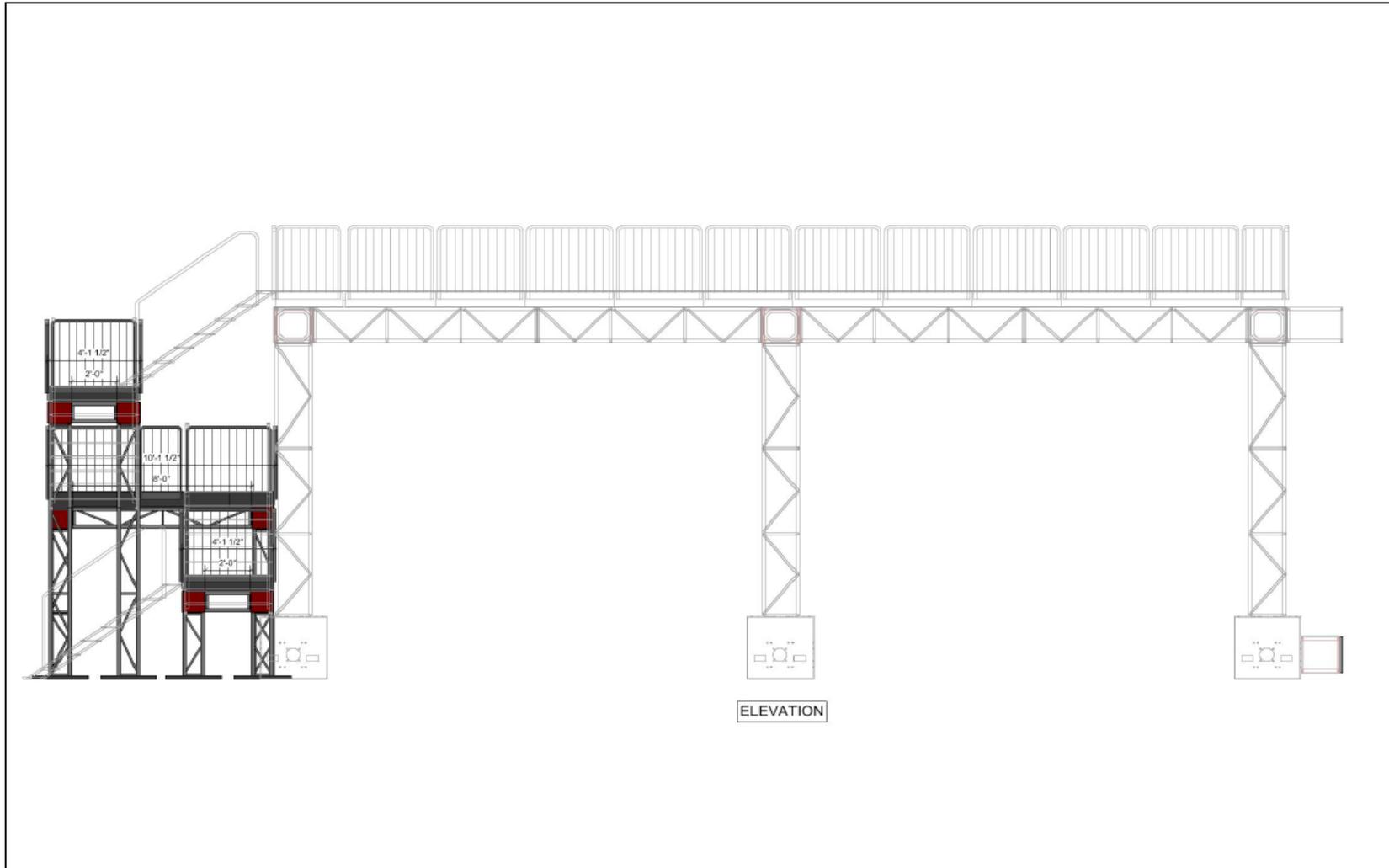
**\*\* See actual master CAD for details\*\***

# Entrance Arch - Structure



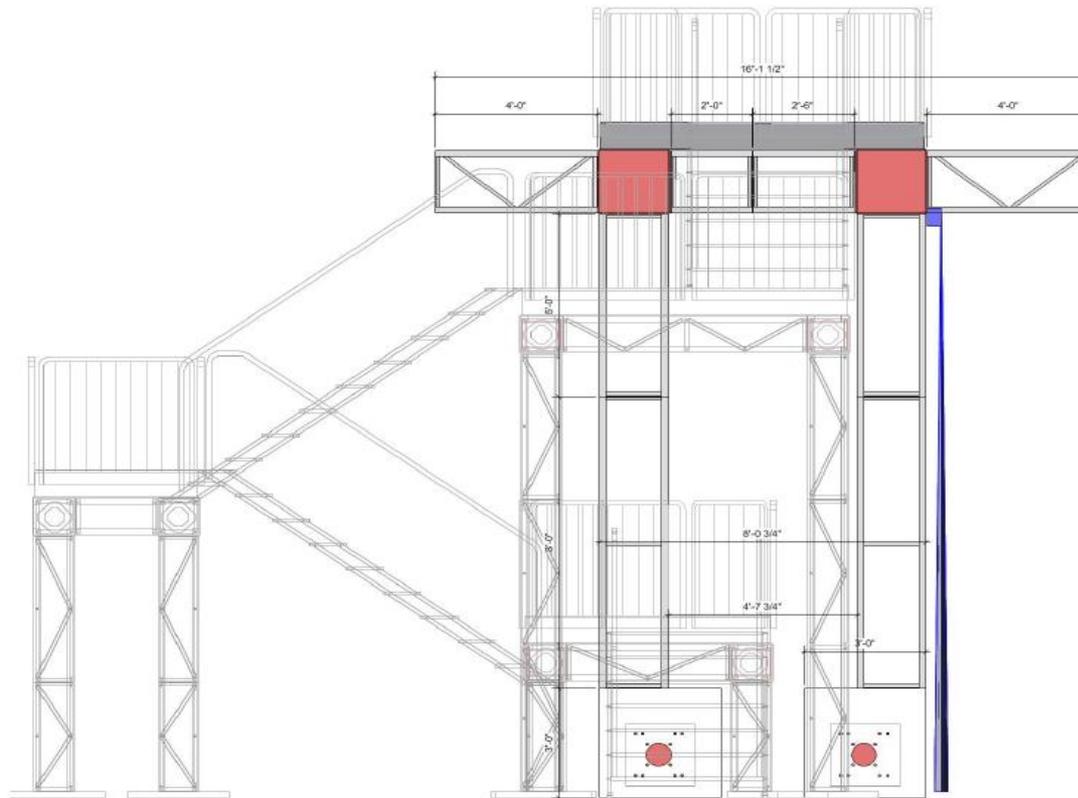
**\*\* See actual master CAD for details\*\***

# Entrance Arch - Structure



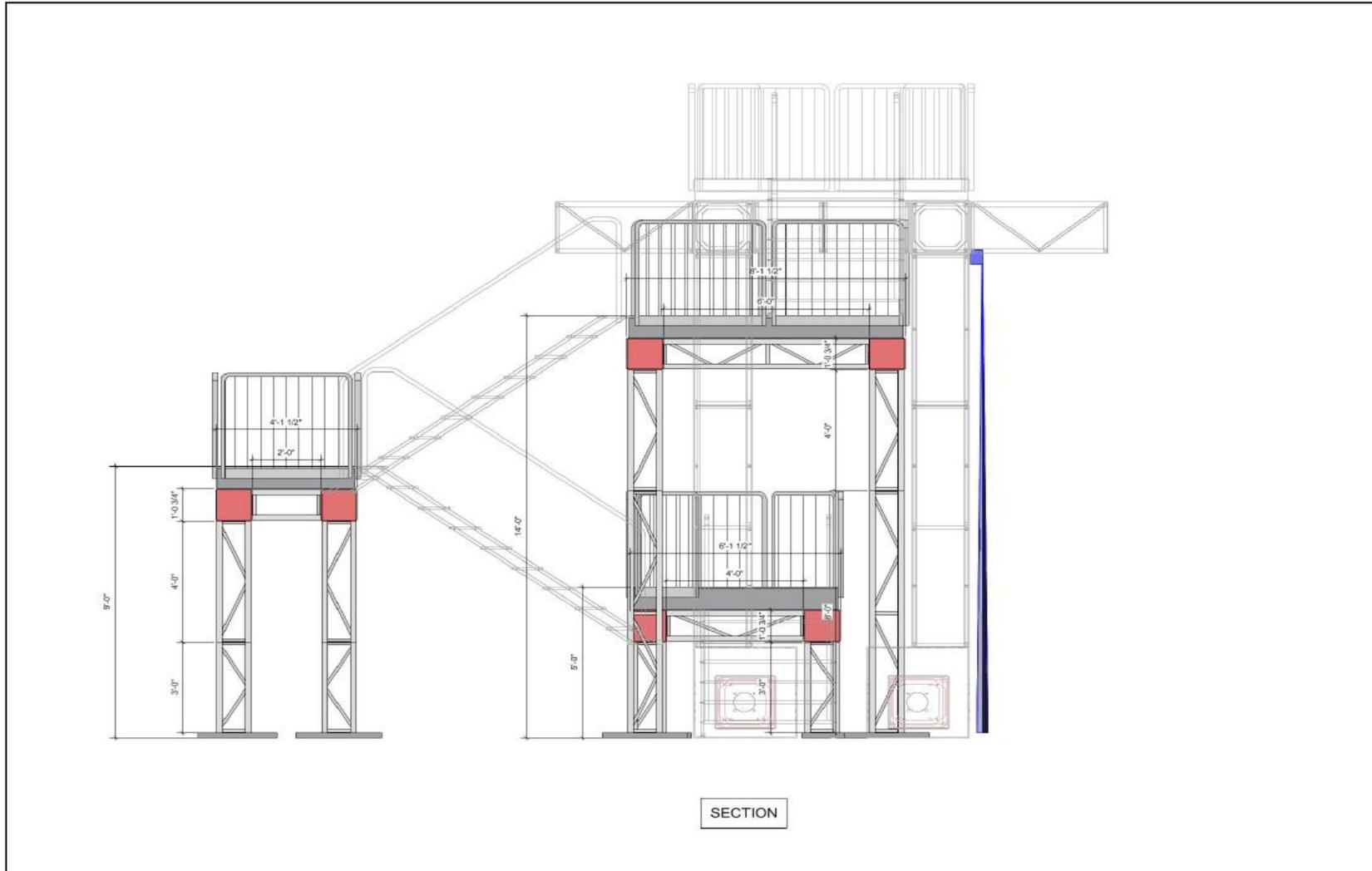
**\*\* See actual master CAD for details\*\***

# Entrance Arch - Structure



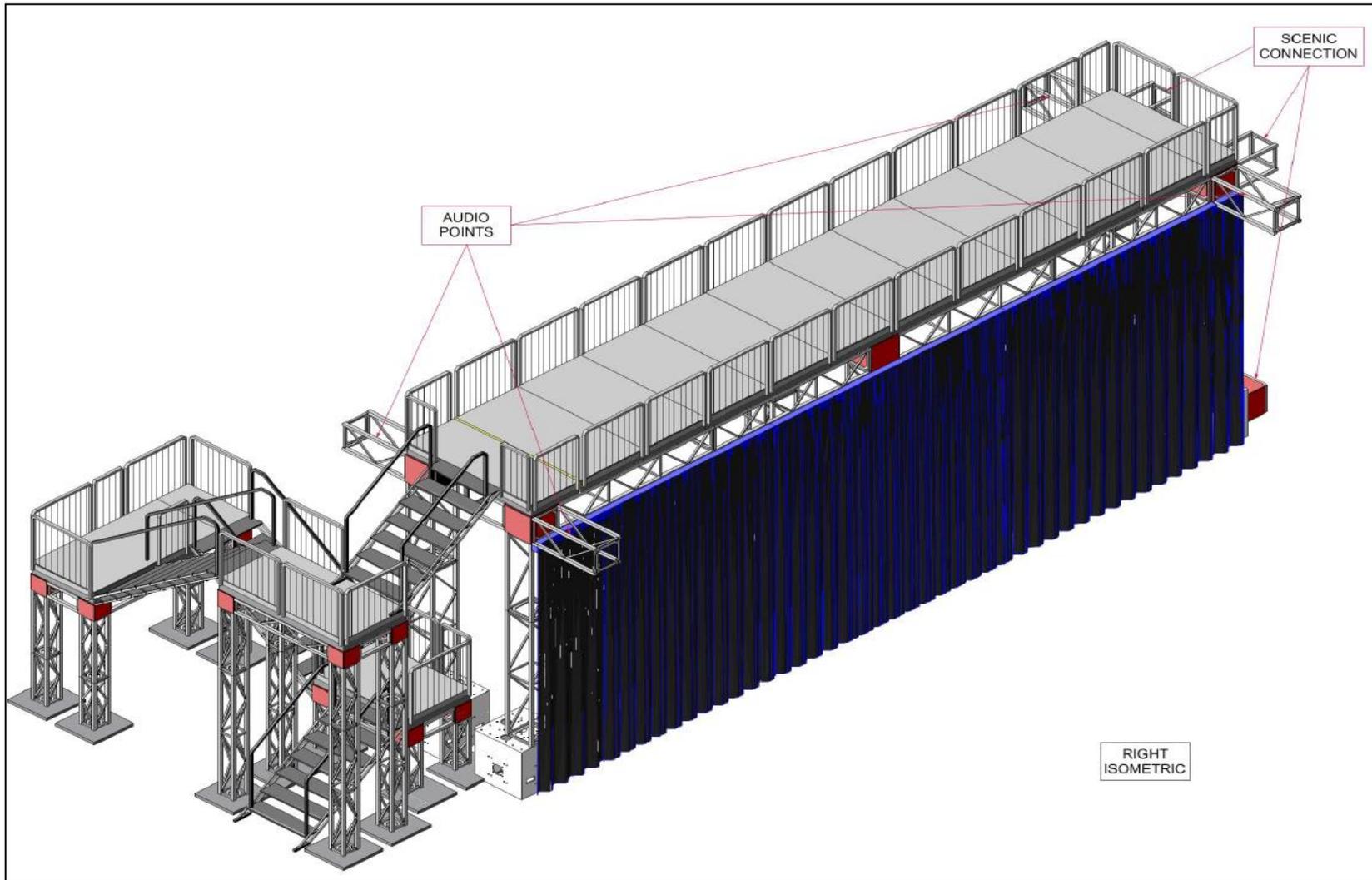
**\*\* See actual master CAD for details\*\***

# Entrance Arch - Structure



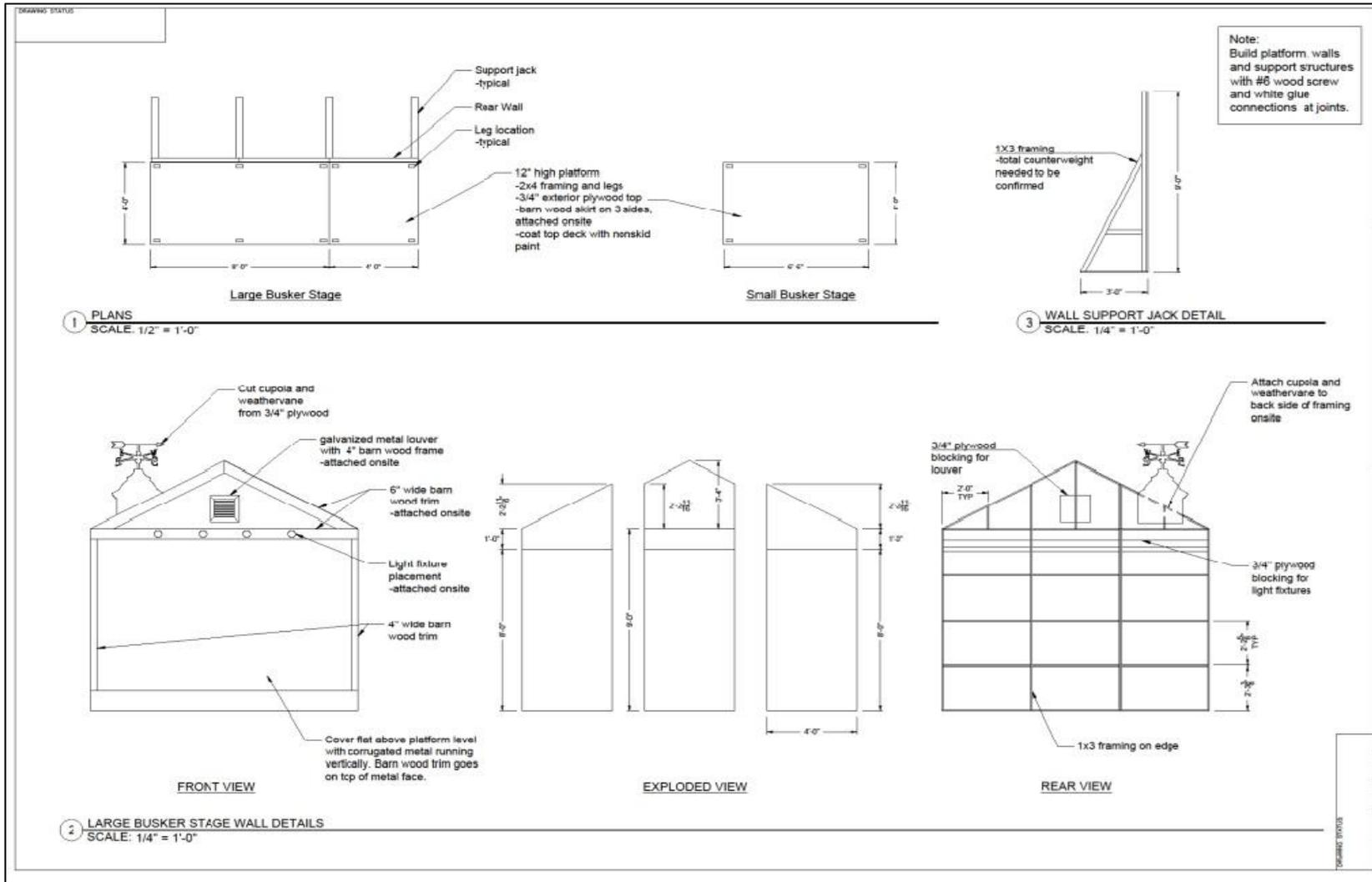
**\*\* See actual master CAD for details\*\***

# Entrance Arch - Structure



**\*\* See actual master CAD for details\*\***

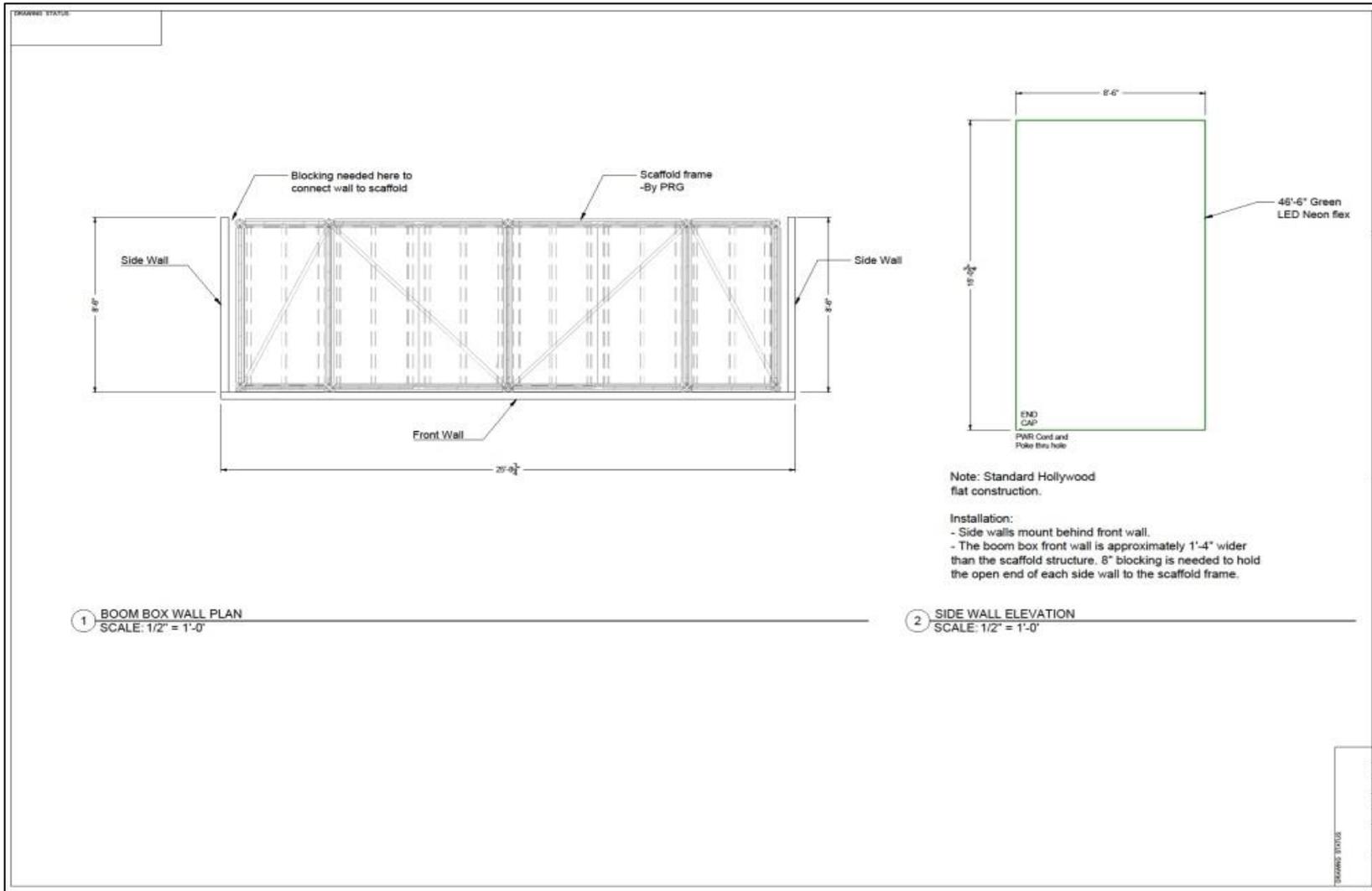
# Busker Stations



**\*\* See actual master CAD for details\*\***

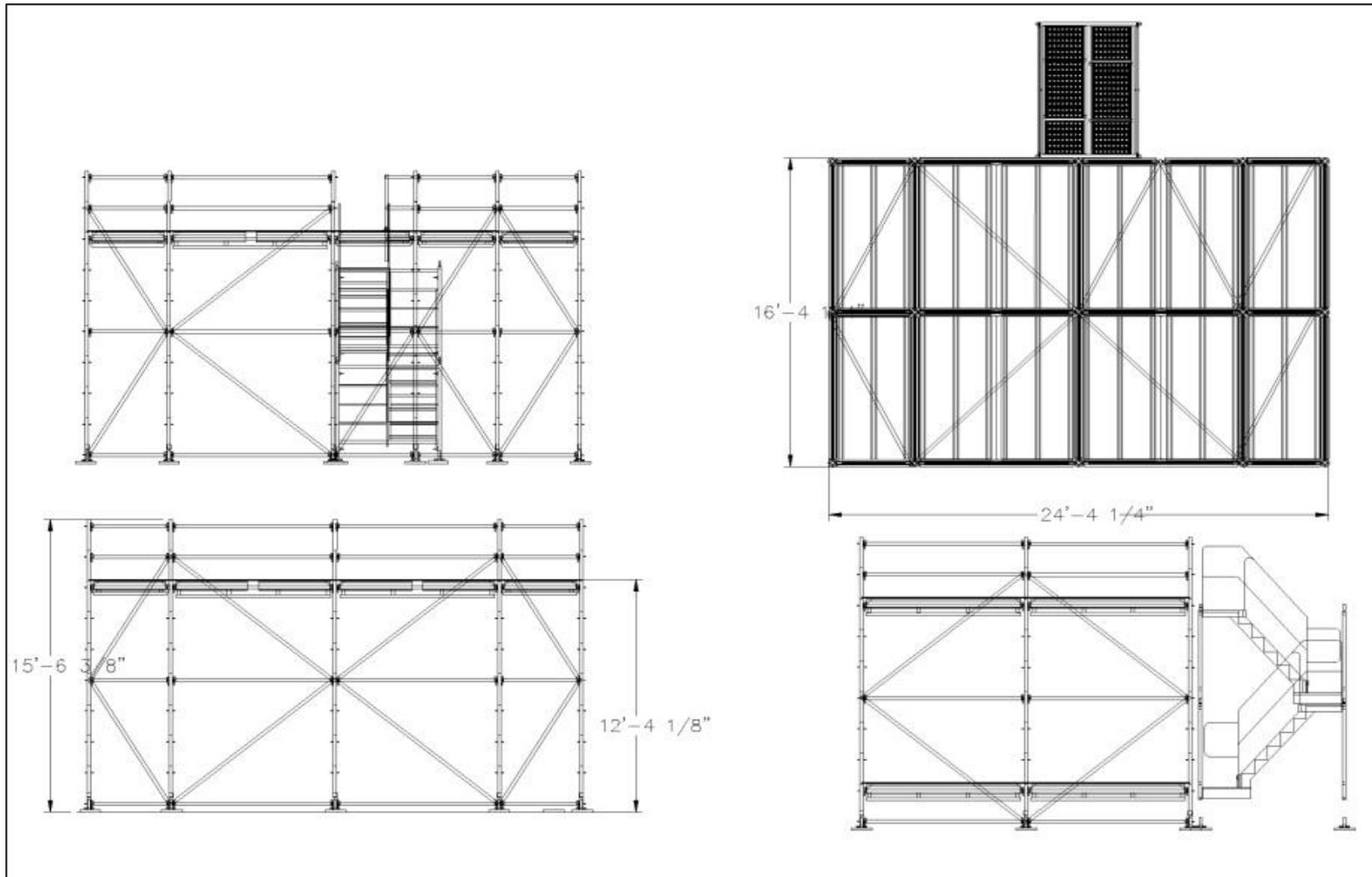


# Boom Box



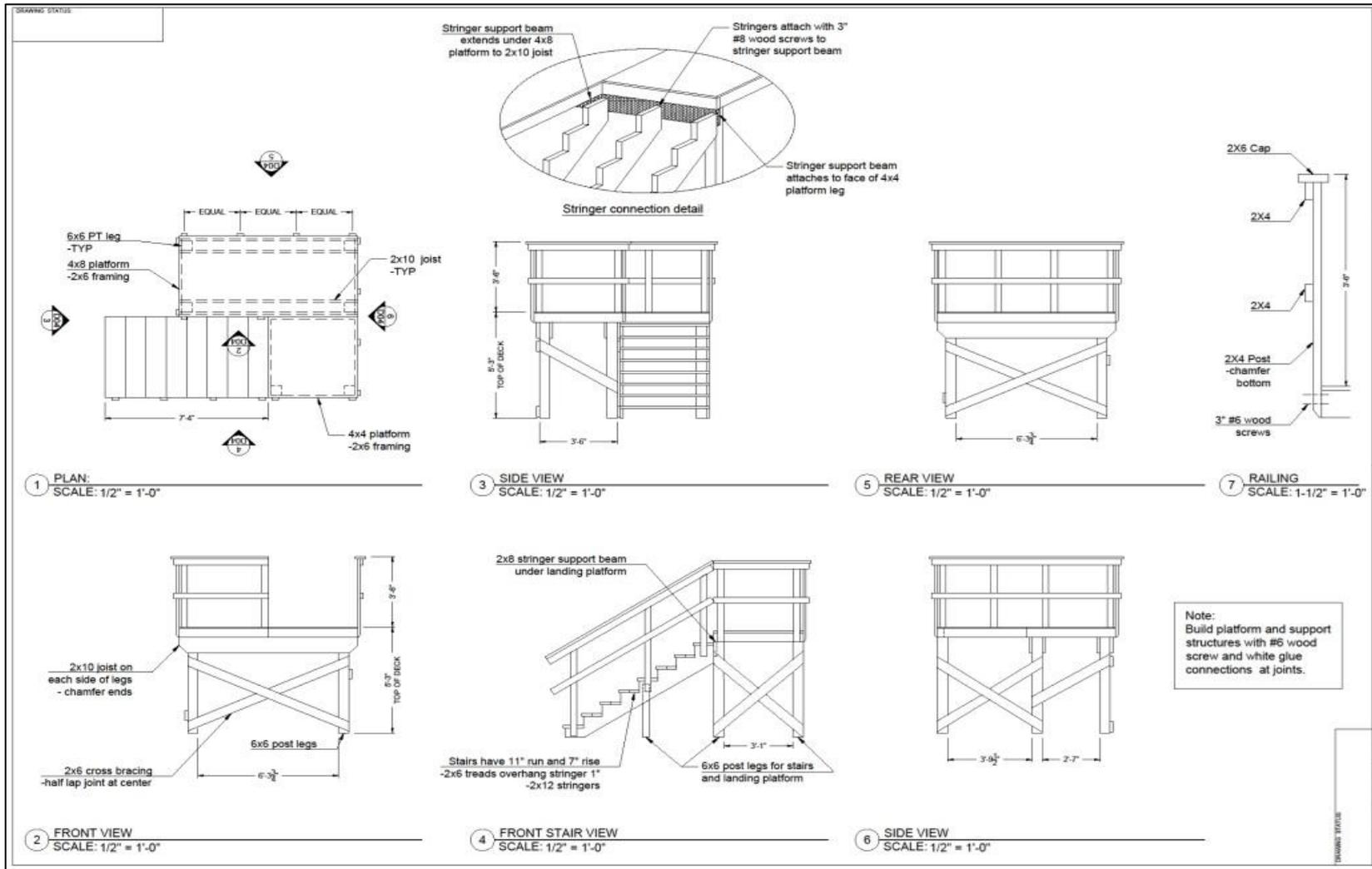
**\*\* See actual master CAD for details\*\***

# Boom Box



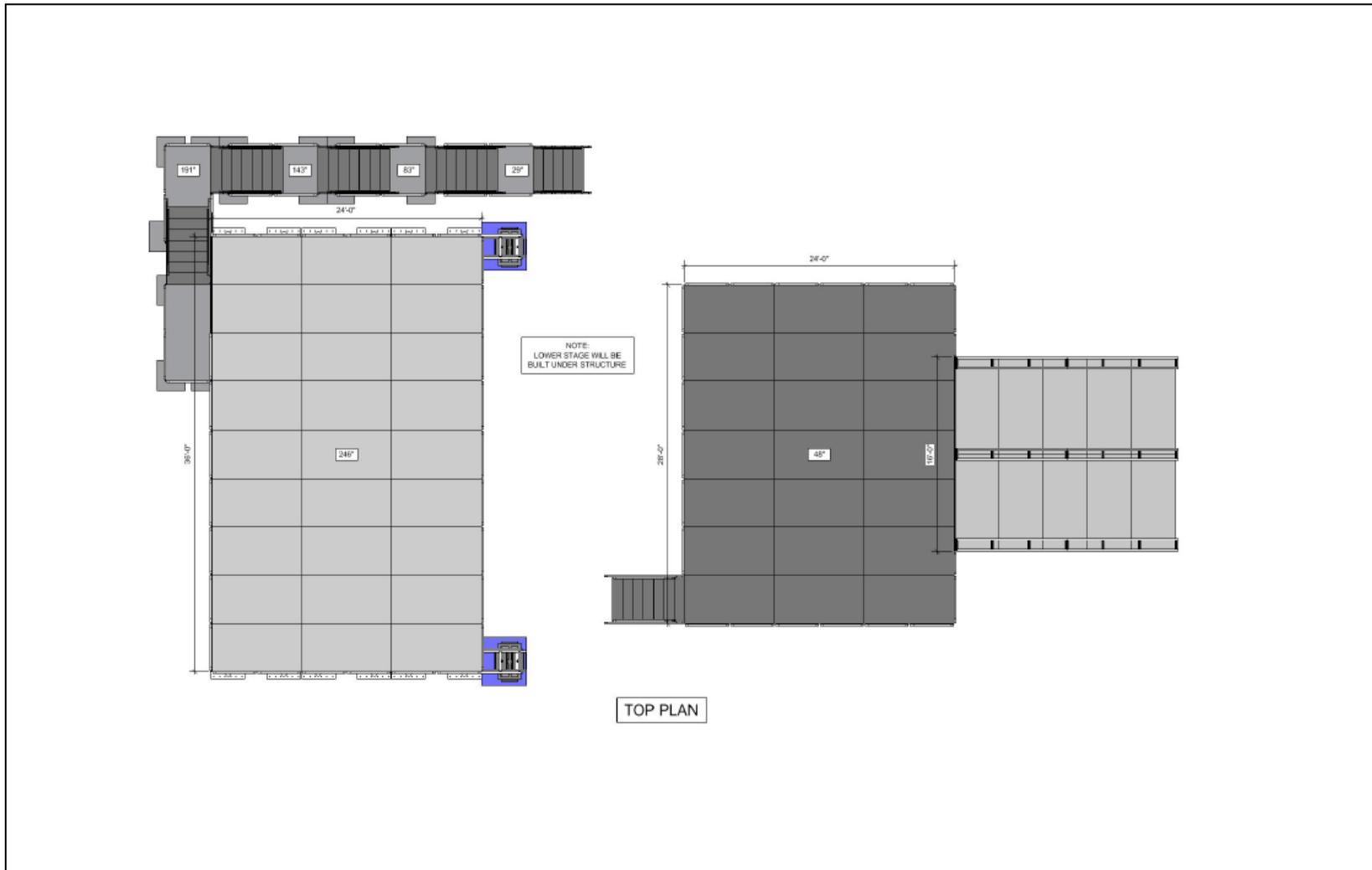
**\*\* See actual master CAD for details\*\***

# Lifeguard Stand



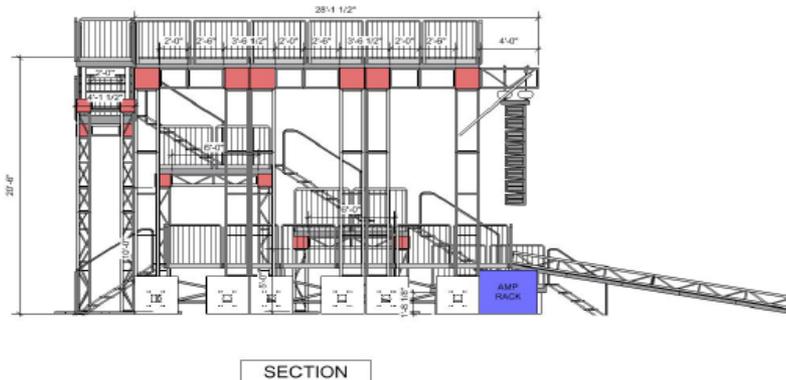
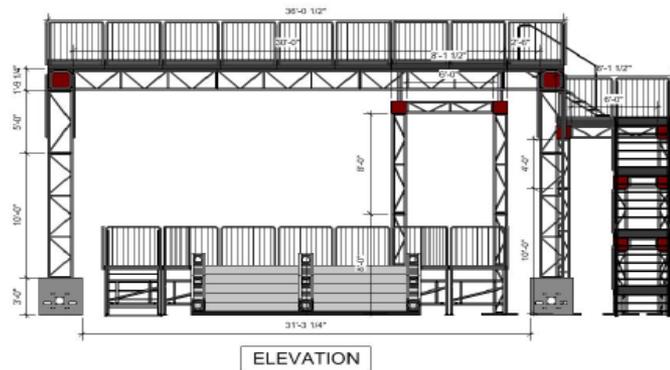
**\*\* See actual master CAD for details\*\***

# Elk Main Stage



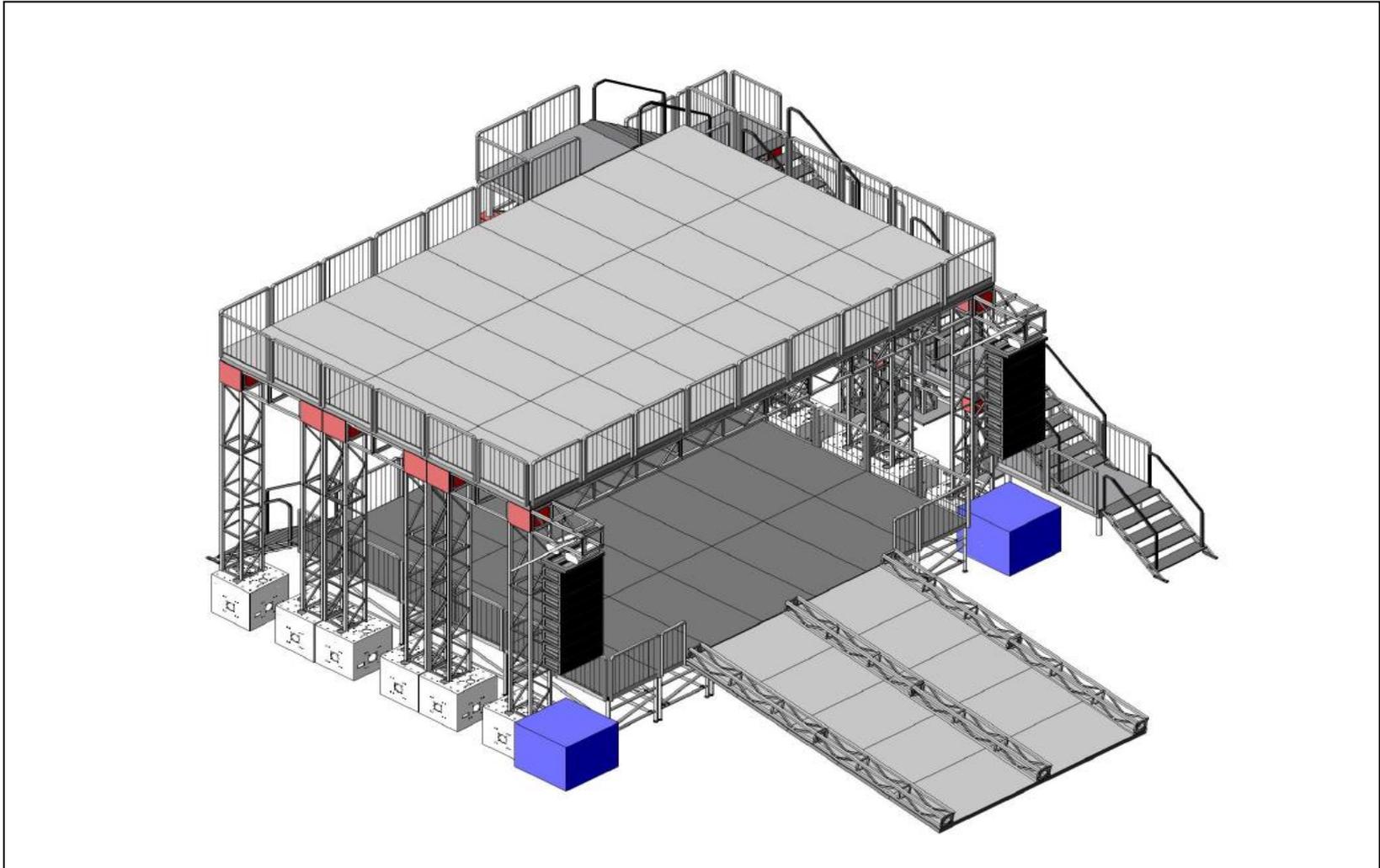
**\*\* See actual master CAD for details\*\***

# Elk Main Stage



**\*\* See actual master CAD for details\*\***

# *Elk Main Stage*



**\*\* See actual master CAD for details\*\***

*Whatever, USA*

*Strike & Restoration Plan*

# *Strike & Restoration Plan*

## **Town of Crested Butte**

- Detailed schedule listed on following slides:
- All planning/schedule is contingent of Town Councils approval
- Plan may/can be revised as needed and will follow all procedures/requirements provided by Town Council.
- Logistics and timing will follow the same reopening street closure plan, in revers
- Total strike plan included Elk Ave., Big Mine Arena and Public Works; any town property engaged by event
- Final walk through of town and signatures of Town Manager and Event Director announcing all restorations have been completed

# Strike & Restoration Plan

## Phase 1 – Big Mine Arena – Strike Plan

Date	Duration	Location	Conditions
9/7	1:01 a.m. – 2:00 a.m..	Big Mine Parking Lot/Arena	Initial cleaning crew arrives to quickly clean up waste form event; prepping the area for strike teams
9/7	2:01 a.m.-5:00 a.m.	Big Mine Parking Lot/Arena	Parking Lot - Use of heavy machinery will be present while removing Carnival Rides/Games. Trucks will begin to leave the parking lot at 5 a.m. Arena - Lights/Sound and staging will begin being broken down by crews; equipment will be crated, staged and wait for transport load
9/7	5:00 a.m.-7:00 p.m.	Big Mine Parking Lot/Arena	<ul style="list-style-type: none"> <li>- Lights/Sound and staging will begin being loaded for transport. Trucks will exit, east entrance gate and exit town using Bellevue</li> <li>- Generators removed by truck</li> <li>- Build A Bars/ Bathroom facilities / Artist RV's will also be removed by trucks at this time</li> </ul>
9/8	7:00 a.m.-12:00 p.m.	Big Mine Parking Lot/Arena	Fence Removed from area
9/8	12:00 p.m. - 2:00 p.m.	Big Mine Parking Lot/Arena	Final cleaning/sweeping crew; all trash and elements to be completely removed
9/9	10:00 am – 12:00 p.m.	Big Mine Parking Lot/Arena	Walk through with Town manager/staff/department heads identifying any restoration still outstanding; outstanding items to schedule and taken care, 9/9-9/11
9/12	8:00 a.m. – 12:00 p.m.	Big Mine Parking Lot/Arena	Walk through with Town manager/staff/department heads; signatures of all parties, including Event Director will announce all restorations have been completed.

# Strike & Restoration Plan

## Phase 2 - Elk Avenue /Business – Strike Plan

Date	Duration	Location	Conditions
9/6	6:00 a.m. – 8:00 a.m.	Elk Ave (entire event footprint)	Clean up crews, on foot, will begin trash pick up and recycling; working with waste management
9/7	7:01 a.m.-6:00 p.m.	Elk Avenue (4 <sup>rd</sup> to 3 <sup>rd</sup> including 3 <sup>rd</sup> St. North/South)	Use of heavy machinery will be present and removing all structures /elements/vendor set ups, etc from roadway; Graphic applications/signage will be removed from all windows; all business will begin being restored back to pre event conditions; Pedestrians will have access but caution should be used
9/7	9:00 p.m.- 6:00 p.m.	Elk Avenue (2 <sup>nd</sup> to 1 <sup>st</sup> including 1 <sup>st</sup> & 2 <sup>nd</sup> St. North/South)	See above; 2 <sup>nd</sup> to 1 <sup>st</sup> will be contained so stage can be removed in safety
9/7	9:00 p.m. – 10:00 p.m.	Elk Ave (entire event footprint)	All event elements/trash, vehicles completely removed. Streets swept and prepped for coating
9/8	8:00 a.m.-6:00 p.m.	Elk Ave (4 <sup>th</sup> through 1 <sup>st</sup> )	Streets closed by public works for seal coating/pavement to begin; street poles will begin being painted
9/9	8:00 a.m. - 12:00 p.m.	Elk Ave (4 <sup>th</sup> through 1 <sup>st</sup> )	Streets closed for stripping and cross walks; street poles will continue being painted
9/10	8:00 am – 6:00 p.m.	All event locations	Walk through with Town manager/staff/department heads identifying any restoration still outstanding; outstanding items to schedule and taken care, 9/10-9/11
9/12	12:00 p.m. – 4:00 p.m.	All event locations	Final walk through of town and signatures of Town Manager and Event Director announcing all restorations have been completed.

**\*\* Farmers Market has agreed to operate between 2<sup>nd</sup> and 3<sup>rd</sup> Street; they will also begin at 12 o'clock; event start will ensure roadway is operable and available for Framers Market at that time. Farmers Market may also opt to utilize the field on the south side of the Performing Art Center, for the event**

# Strike & Restoration Plan

## Phase 2 - Elk Avenue /Business – Strike Plan

Date	Duration	Location	Conditions
9/6	6:00 a.m. – 8:00 a.m.	Elk Ave (entire event footprint)	Clean up crews, on foot, will begin trash pick up and recycling; working with waste management
9/7	7:01 a.m.-8:00 p.m.	Elk Ave (4 <sup>th</sup> through 2 <sup>nd</sup> ; including 3 <sup>rd</sup> St. North/South)	Use of heavy machinery will be present and removing all structures /elements/vendor set ups, etc from roadway; Graphic applications/signage will be removed from all windows; all business will begin being restored back to pre event conditions; Pedestrians will have access but caution should be used
9/7	1:00 p.m.- 8:00 p.m.	Elk Avenue (2 <sup>nd</sup> to 1 <sup>st</sup> including 1 <sup>st</sup> & 2 <sup>nd</sup> St. North/South)	See above
9/7	9:00 p.m. – 10:00 p.m.	Elk Ave (entire event footprint)	All event elements/trash, vehicles completely removed. Streets swept and prepped for coating
9/8	8:00 a.m.-6:00 p.m.	Elk Ave (4 <sup>th</sup> through 1 <sup>st</sup> )	Streets closed by public works for seal coating/pavement to begin; street poles will begin being painted
9/9	8:00 a.m. - 12:00 p.m.	Elk Ave (4 <sup>th</sup> through 1 <sup>st</sup> )	Streets closed for stripping and cross walks; street poles will continue being painted
9/10	8:00 am – 6:00 p.m.	All event locations	Walk through with Town manager/staff/department heads identifying any restoration still outstanding; outstanding items to schedule and taken care, 9/10-9/11
9/12	12:00 p.m. – 4:00 p.m.	All event locations	Final walk through of town and signatures of Town Manager and Event Director announcing all restorations have been completed.



## Lynelle Stanford

---

**From:** R Mason  
**Sent:** Wednesday, August 27, 2014 4:48 PM  
**To:** Dan Schnelker; Lynelle Stanford  
**Subject:** RE: Whatever

Dan and Laura,

Thank you for your comments. Congratulations as well. I will forward your comments on to the Town Clerk to be entered into the public record.

Sincerely,  
Roland Mason

Sent from the Samsung Galaxy Rugby Pro, an AT&T LTE smartphone

----- Original message -----

**From:** Dan Schnelker <[danschnelker@hotmail.com](mailto:danschnelker@hotmail.com)>  
**Date:** 08/27/2014 4:41 PM (GMT-07:00)  
**To:** R Mason <[RMason@crestedbutte-co.gov](mailto:RMason@crestedbutte-co.gov)>  
**Subject:** Whatever

Dear Sir,

We have made reservations from September 1 through September 8th to spend our 30th wedding anniversary in Crested Butte. We are coming from North Carolina and have been planning this trip for many months. We were drawn to Crested Butte for its beauty.

I just became aware of a "secret" ad campaign that is being planned to turn Crested Butte blue and essentially destroy its beauty during our trip. I hope this is not true, but the Denver Post has stated that the city government of Crested Butte is willing to allow this to happen for a \$250,000.00 payment from Budweiser.

My wife and I hope that the city government reconsider this plan and not "sell-out" for the sake of a beer advertisement. Budweiser could easily afford to produce a commercial using a town "set" without harming the image of Crested Butte and inconveniencing citizens and visitors alike. We hear that the population will double for this "Whatever" weekend. I think that the town officials have forgotten that they are elected to represent the residents and not just the tourist-related businesses.

We do not want to be part of "Whatever" and will have to reconsider our plans for our anniversary week if this event (an event with no warning to people like us who want to see Crested Butte for what it is) is allowed to take place.

Sincerely,

Dan and Laura Schnelker  
Murphy, NC

[danschnelker@hotmail.com](mailto:danschnelker@hotmail.com)  
330-231-7017

## Lynelle Stanford

---

**From:** Aaron Huckstep  
**Sent:** Wednesday, August 27, 2014 4:42 PM  
**To:** Dan Schnelker  
**Cc:** Lynelle Stanford; Todd Crossett  
**Subject:** RE: Whatever

Hi Dan,

Thank you for your email, I appreciate your providing input on this issue. I am cc'ing Town Clerk Lynelle Stanford on this so your comments become part of the Council's record.

Best Regards,

Aaron J. Huckstep, JD, CPA ("Huck")  
Mayor, Town of Crested Butte  
Direct: (970) 349-2009  
Town Hall: (970) 349-5338

---

**From:** Dan Schnelker [<mailto:danschnelker@hotmail.com>]  
**Sent:** Wednesday, August 27, 2014 4:39 PM  
**To:** Aaron Huckstep  
**Subject:** Whatever

Dear Sir,

We have made reservations from September 1 through September 8th to spend our 30th wedding anniversary in Crested Butte. We are coming from North Carolina and have been planning this trip for many months. We were drawn to Crested Butte for its beauty.

I just became aware of a "secret" ad campaign that is being planned to turn Crested Butte blue and essentially destroy its beauty during our trip. I hope this is not true, but the Denver Post has stated that the city government of Crested Butte is willing to allow this to happen for a \$250,000.00 payment from Budweiser.

My wife and I hope that the city government reconsider this plan and not "sell-out" for the sake of a beer advertisement. Budweiser could easily afford to produce a commercial using a town "set" without harming the image of Crested Butte and inconveniencing citizens and visitors alike. We hear that the population will double for this "Whatever" weekend. I think that the town officials have forgotten that they are elected to represent the residents and not just the tourist-related businesses.

We do not want to be part of "Whatever" and will have to reconsider our plans for our anniversary week if this event (an event with no warning to people like us who want to see Crested Butte for what it is) is allowed to take place.

Sincerely,

Dan and Laura Schnelker  
Murphy, NC

[danschnelker@hotmail.com](mailto:danschnelker@hotmail.com)  
330-231-7017

## Lynelle Stanford

---

**From:** Aaron Huckstep  
**Sent:** Wednesday, August 27, 2014 4:06 PM  
**To:** Johnna Bernholtz  
**Cc:** Lynelle Stanford; Todd Crossett  
**Subject:** RE: Event plans

Hi Johnna,

Thank you for your email, I appreciate your providing input on this issue. I am cc'ing Town Clerk Lynelle Stanford on this so your comments become part of the Council's record.

Best Regards,

Aaron J. Huckstep, JD, CPA ("Huck")  
Mayor, Town of Crested Butte  
Direct: (970) 349-2009  
Town Hall: (970) 349-5338

**From:** Johnna Bernholtz [<mailto:johnnabobb@gmail.com>]  
**Sent:** Wednesday, August 27, 2014 2:21 PM  
**To:** Aaron Huckstep; David K. Owen; J Schmidt; R Mason; Glenn Michel; Shaun  
**Subject:** Fwd: Event plans

Hi Todd,

I was checking out the packet for Monday's meeting and there doesn't seem to be the map/plan in the documents. Can you please forward that and attach on the website for others to see as well please.

Also, there are many references to Article 6, Chapter 6 in the town codes and yet there is no article 6/chapter 6 when looking at the codes. Please also post and forward this. I'm sure this is the new special events document that was written, but it needs to be seen as well.

Thank you,

Johnna Bernholtz

--  
Johnna Bernholtz

## Lynelle Stanford

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**From:** Aaron Huckstep  
**Sent:** Tuesday, August 26, 2014 5:45 PM  
**To:** Sarah Hartigan  
**Cc:** Lynelle Stanford; Todd Crossett  
**Subject:** RE: Event

Hi Sarah,

Thank you for your email, I appreciate your providing input on this issue. I am cc'ing Town Clerk Lynelle Stanford on this so your comments become part of the Council's record.

Best Regards,

Aaron J. Huckstep, JD, CPA ("Huck")  
Mayor, Town of Crested Butte  
Direct: (970) 349-2009  
Town Hall: (970) 349-5338

-----Original Message-----

**From:** Sarah Hartigan [<mailto:hartigansarah@yahoo.com>]  
**Sent:** Tuesday, August 26, 2014 5:31 PM  
**To:** Aaron Huckstep; David K. Owen; Shaun; J Schmidt; Chris Ladoulis; R Mason; Glenn Michel; Todd Crossett; Lynelle Stanford  
**Subject:** Event

>  
> As a business owner, home owner, parent, resident, I was so excited to see something this exciting come to Crested Butte! The people of Bud Light fell in love with this town the same way I did. When someone is sick or hurt the town pulls together to do whatever possible to help and it brings people close! This is so ridiculous and sad that this really neat thing to come to town has torn this town apart. The excitement has been taken away. I wouldn't blame the event for going somewhere else that they feel welcome, and they probably will.

How generous is that to donate \$250,000 to improve our ice rink facilities that hosts several hundred people a season. Our kids would be able to change in a real locker room and so would the visitors!

>  
> Everyone has a right to express their opinion but some of them are mind boggling. It's 36 hours of people coming to this town that might fall in love with it like we have and will bring their families and friends for a visit!

>  
> People are asking what kind of message is this showing our children? I am not a fan of marijuana but have never said a word about selling in it stores in our town, what kind of message is that to our kids?

>  
> Our kids are on Elk Ave during Vinitok, what kind of message does that send to the children around drinking and drugs?

>  
> These people are bringing in their own security and clean up crew and are very professional! Let them have their 36 hours, please! We look so greedy and that is really making me sad. I was just excited for something different to come to a town they hand picked out of who knows how many towns.

>  
> Sincerely,  
> Sarah Hartigan

## Lynelle Stanford

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**From:** David Ochs [director@cbchamber.com]  
**Sent:** Tuesday, August 26, 2014 2:14 PM  
**To:** Todd Crossett; Lynelle Stanford; Huck Huck Law  
**Subject:** Fwd: Whatever USA - Town Council Members

David Ochs  
Crested Butte/Mt. Crested Butte Chamber of Commerce  
Visitor Centers in CB, Mt. CB, and Gothic  
[director@cbchamber.com](mailto:director@cbchamber.com)  
[www.cbchamber.com](http://www.cbchamber.com)  
970.349.6438



Begin forwarded message:

**From:** B K Diem <[bkdiem@gmail.com](mailto:bkdiem@gmail.com)>  
**Subject:** Re: Whatever USA - Town Council Members  
**Date:** August 26, 2014 at 2:06:54 PM MDT  
**To:** David Ochs <[director@cbchamber.com](mailto:director@cbchamber.com)>

david

thank you for taking the time to help out business in CB

as a 9 year local & 9 year local business owner I am in favor of this event. dollars and international exposure are my primary reasons for supporting the event.

please vote to support or businesses

please pass along my recommendation to the town council

benjamin diem

228 1/2 elk ave  
po box 463  
crested butte, co 81224

iD

On Aug 26, 2014, at 1:06 PM, David Ochs <[director@cbchamber.com](mailto:director@cbchamber.com)> wrote:

Hello to all here who have voiced support for Whatever USA.

Many of you were at the meeting last night, and it goes without saying that Town Council members heard more from the vocal minority than from the 93% of businesses, and 84% of individuals in support of Whatever USA. Town Council will convene again this Thursday at 6:00 PM, packets will be available on Wednesday at 5:00 PM.

Attached below are the Town Council and Staff members email addresses, please reach out to them if you wish to voice your concerns or support again.

Feel free to email me here at the Chamber as well, it will be passed on to those listed below.

[Huck@crestedbutte-co.gov](mailto:Huck@crestedbutte-co.gov), [Davidkowen@crestedbutte-co.gov](mailto:Davidkowen@crestedbutte-co.gov), [Shaun@crestedbutte-co.gov](mailto:Shaun@crestedbutte-co.gov),  
[Jschmidt@crestedbutte-co.gov](mailto:Jschmidt@crestedbutte-co.gov), [cladoulis@crestedbutte-co.gov](mailto:cladoulis@crestedbutte-co.gov), [Rmason@crestedbutte-co.gov](mailto:Rmason@crestedbutte-co.gov),  
[GlennMichel@crestedbutte-co.gov](mailto:GlennMichel@crestedbutte-co.gov), [TCrossett@crestedbutte-co.gov](mailto:TCrossett@crestedbutte-co.gov), [Istanford@crestedbutte-co.gov](mailto:Istanford@crestedbutte-co.gov)

David Ochs  
**Crested Butte/Mt. Crested Butte Chamber of Commerce**  
Visitor Centers in CB, Mt. CB, and Gothic  
[director@cbchamber.com](mailto:director@cbchamber.com)  
[www.cbchamber.com](http://www.cbchamber.com)  
970.349.6438



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This email was sent on behalf of Crested Butte / Mt. Crested Butte Chamber of Commerce by ChamberMaster, 24400 Smiley RD Ste. 4, Nisswa, MN 56468. To unsubscribe [click here](#). If you have questions or comments concerning this email or ChamberMaster services in general, please contact us by email at [support@chambermaster.com](mailto:support@chambermaster.com).

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## Lynelle Stanford

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**From:** Aaron Huckstep  
**Sent:** Tuesday, August 26, 2014 9:36 AM  
**To:** Trudi Forti  
**Cc:** Lynelle Stanford; Todd Crossett  
**Subject:** RE: Upcoming Anheuser-Busch Event

Hi Trudi,

Thank you for your email, I appreciate your providing input on this issue. I am cc'ing Town Clerk Lynelle Stanford on this so your comments become part of the Council's record.

Best Regards,

Aaron J. Huckstep, JD, CPA ("Huck")  
Mayor, Town of Crested Butte  
Direct: (970) 349-2009  
Town Hall: (970) 349-5338

---

**From:** Trudi Forti [<mailto:trudiforti@yahoo.com>]  
**Sent:** Monday, August 25, 2014 5:33 PM  
**To:** Aaron Huckstep  
**Subject:** Upcoming Anheuser-Busch Event

I fully support the upcoming event.

Respectfully

Trudi Forti

## Lynelle Stanford

---

**From:** Aaron Huckstep  
**Sent:** Tuesday, August 26, 2014 9:36 AM  
**To:** sarah  
**Cc:** Lynelle Stanford; Todd Crossett  
**Subject:** RE: Please vote NO on major special event

Hi Sarah,

Thank you for your email, I appreciate your providing input on this issue. I am cc'ing Town Clerk Lynelle Stanford on this so your comments become part of the Council's record.

Best Regards,

Aaron J. Huckstep, JD, CPA ("Huck")  
Mayor, Town of Crested Butte  
Direct: (970) 349-2009  
Town Hall: (970) 349-5338

---

**From:** sarah [<mailto:curtsc@hotmail.com>]  
**Sent:** Monday, August 25, 2014 8:51 PM  
**To:** Glenn Michel; R Mason; Chris Ladoulis; J Schmidt; Shaun; David K. Owen; Aaron Huckstep  
**Subject:** Please vote NO on major special event

Dear Town Council and Mayor:

I am writing to urge you to vote "no" on the Major Special Event.

I have no doubt that the event would greatly benefit some elements in town. But, I do not think that the event will benefit the town as a whole.

I am sure you all have these memorized, but here are the Town Council's values:

- Protect our High Quality of Life
- Preserve the Historic District
- Remain Fiscally Responsible
- Support a Sustainable and Healthy Business Climate
- Maintain a "Real" Community
- Embrace Resource Efficiency/Environmental Stewardship

I don't think inviting Bud Light into our town to paint the streets blue (or whatever else they have in mind), closing Elk Street to children and families, and hosting an alcohol fueled party into the wee hours preserves our historic district, maintains a "real community" or protects our high quality of life.

I am especially concerned by restricting public property to our town's youth. I can understand why the event proponent would want to keep minors away from an alcohol fueled event, and I certainly applaud their diligence in doing so. But I have always felt that one of Crested Butte's greatest attitudes and assets is the premium that we place on integrating all ages of our community, with a special focus on nurturing our children.

Finally, I am disheartened by the manner in which this was presented by the event proponent. Waiting until the last minute for a big reveal may work for Bud Light's marketing strategy but it does not work for the Town's affected citizens. Allowing such an incredibly scant time between the Town Council's last packet to the August 25 meeting to the event itself feels disingenuous and is real disservice to the public.

For these reasons, I respectfully ask to you deny a major special event permit.

Thank you,

Sarah Coleman

## Lynelle Stanford

---

**From:** Aaron Huckstep  
**Sent:** Tuesday, August 26, 2014 9:37 AM  
**To:** Michele Simpson  
**Cc:** Lynelle Stanford; Todd Crossett  
**Subject:** RE: Comments on Proposed Bud Lite Event

Hi Michelle,

Thank you for your email, I appreciate your providing input on this issue. I am cc'ing Town Clerk Lynelle Stanford on this so your comments become part of the Council's record.

Best Regards,

Aaron J. Huckstep, JD, CPA ("Huck")  
Mayor, Town of Crested Butte  
Direct: (970) 349-2009  
Town Hall: (970) 349-5338

**From:** Michele Simpson [<mailto:micheleincb@gmail.com>]  
**Sent:** Monday, August 25, 2014 11:17 PM  
**To:** Aaron Huckstep  
**Cc:** David K. Owen; Shaun; J Schmidt; Chris Ladoulis; R Mason; Glenn Michel  
**Subject:** Comments on Proposed Bud Lite Event

Michele Simpson  
30 year resident  
222 Gothic Ave (3rd and Gothic- North of Coal Creek- Yes, the "one way in, one way out, you have to go around everything" side of town....)

Inappropriate and Unnecessary. Embarrassed and appalled at staff and council.

I am opposed to the proposed event. I think the event itself inappropriate for our community and the secretive exclusive process that the Town staff and gov't used extremely inappropriate. I am discouraged and dismayed that staff and council consider our town, and the heart of our community, our home, a venue to be rented. And I am disgusted that staff and council are considering "renting" our town to a major multi-billion dollar corporation. A BEER corporation. This is absurd. Since when do we let corporate America waltz down Elk Ave, slap down some money and turn us into a beer campaign??? Since when do we align our special mountain town community- with a corporate beer brand? Since when do we waive our protective ordinances? What is the benefit to our residents? What message are we sending our children? Beer is cool? Alcohol consumption fun? Our town is for rent to the highest bidder? Drink Bud Lite and come to Crested Butte? Woo hoo Yee ha. This is not who we are. I know some of you are new to here, but trust me, this is not who we are. This is misconduct by the staff and misrepresentation by the council.

This event is unnecessary. Coming off a record breaking summer season, we DO NOT NEED THIS EVENT. We have several September Festivals of our own coming up, that benefit local organizations and are OPEN to all segments of OUR community. All year long we offer events and activities for the 21-35 demographic- from Bike Week to Bluegrass to Vinotok to Alley Loop and the AJ. We've reached critical mass in terms of the number of people, cars, bikes, dogs, children, skate boards and scooters that we cram downtown- which is an out and back I might add- NO FLOW. Congestion, lack of parking, blowing stop signs, stopping where there

aren't any, standing in the middle of intersections, freaking out at bike traffic, running into bikers, parking in private driveways and yards... We call it the business district but it is in fact the heart of our residential district and the impact on local residents is undervalued and overlooked. We don't NEED this event or the money.

What we do need is a solid smart sustainable growth model for our community, residents, children and future. The more, more, more model doesn't work to protect, preserve and sustain our environment, quality of community and life here. That quality is what draws people here and this community- of residents- work their asses off to live the lifestyle that our visitors desire and come here to emulate.

Our town is NOT a venue and it's NOT for sale. And if we were to paint our town any color, it should be RED, for Red Lady in protest of the mine.

I feel like you guys can't see the mountains for the dollars signs in your eyes- and that you are blind to the town's residents- your constituents- who you represent. Please prove me wrong on all accounts. Do NOT approve this event application.

With respect,

--

michele simpson  
[micheleincb@gmail.com](mailto:micheleincb@gmail.com)  
970.417.0446

love, compassion, gratitude.  
nothing else really matters.

## Lynelle Stanford

---

**From:** Aaron Huckstep  
**Sent:** Tuesday, August 26, 2014 9:37 AM  
**To:** Lyn Maresca  
**Cc:** Lynelle Stanford; Todd Crossett  
**Subject:** RE: It's in the Denver Post and on 9 News.

Hi Lyn,

Thank you for your email, I appreciate your providing input on this issue. I am cc'ing Town Clerk Lynelle Stanford on this so your comments become part of the Council's record.

Best Regards,

Aaron J. Huckstep, JD, CPA ("Huck")  
Mayor, Town of Crested Butte  
Direct: (970) 349-2009  
Town Hall: (970) 349-5338

**From:** Lyn Maresca [<mailto:lynincb@gmail.com>]  
**Sent:** Monday, August 25, 2014 11:30 PM  
**To:** Aaron Huckstep; Shaun; R Mason; J Schmidt; David K. Owen; Glenn Michel  
**Subject:** It's in the Denver Post and on 9 News.

## Lynelle Stanford

---

**From:** Aaron Huckstep  
**Sent:** Tuesday, August 26, 2014 9:38 AM  
**To:** Lyn Maresca  
**Cc:** Lynelle Stanford; Todd Crossett  
**Subject:** RE: Armed Camp

Hi Lyn,

Thank you for your email, I appreciate your providing input on this issue. I am cc'ing Town Clerk Lynelle Stanford on this so your comments become part of the Council's record. (I failed to copy Lynelle on the prior response)

Best Regards,

Aaron J. Huckstep, JD, CPA ("Huck")  
Mayor, Town of Crested Butte  
Direct: (970) 349-2009  
Town Hall: (970) 349-5338

**From:** Lyn Maresca [<mailto:lynincb@gmail.com>]  
**Sent:** Monday, August 25, 2014 11:53 PM  
**To:** Aaron Huckstep; David K. Owen; Shaun; R Mason; J Schmidt; Glenn Michel  
**Subject:** Armed Camp

The town is going to be disrupted to our guests for far more than 2 days. The amount of staging, fencing and guards is disturbing.

## Lynelle Stanford

---

**From:** Aaron Huckstep  
**Sent:** Tuesday, August 26, 2014 9:38 AM  
**To:** Monica Mesa  
**Cc:** Lynelle Stanford; Todd Crossett  
**Subject:** RE: Bud Light Town Meeting

Hi Monica,

Thank you for your email, I appreciate your providing input on this issue. I am cc'ing Town Clerk Lynelle Stanford on this so your comments become part of the Council's record.

Best Regards,

Aaron J. Huckstep, JD, CPA ("Huck")  
Mayor, Town of Crested Butte  
Direct: (970) 349-2009  
Town Hall: (970) 349-5338

**From:** Monica Mesa [mailto:monicamesayoga@gmail.com]  
**Sent:** Tuesday, August 26, 2014 3:19 AM  
**To:** Aaron Huckstep; David K. Owen; Shaun; J Schmidt; Chris Ladoulis; R Mason; Glenn Michel  
**Subject:** Bud Light Town Meeting

As you can imagine, I am very disappointed in the meeting tonight. It seemed there were a few times that a few of you got close to making the realization that this process and event were bad decisions, but it was clear that Huck is certainly in favor of the event and kept it swaying towards approval.

It is obvious that there are so many unknowns and if you go ahead and approve this, it will be in haste and clearly not within the boundaries of our town's regulatory process. For that reason alone, no matter what they are able to throw together in the next 36 hours, this should have been shut down tonight. You have set a precedent for this to occur in the future, and for corporate America and dollars to be more important than maintaining the integrity and preservation of our community and standards of our government process.

I had an event at my studio tonight with presenters that came in from California. 2 people attended the event. I realize it's because everyone was at the town meeting. Even I had to miss my own event. They ended up coming to the town meeting themselves, because after only being in town for 2 days, they too cared and had hoped it would be voted down. They were shocked at what they saw.

I also left my 13 year old son home alone until 2 in the morning. I will not be able to be at the meeting on Thursday because of work related travel. My hope is that the applicants will realize they cannot supply the material needed and will retract their proposal. Perhaps THEY will realize it's not the right fit and they cannot uphold the promises and requirements that are necessary to have a safe and appropriate event in our community. I am sincerely disappointed that it is not our town council who was able

to make that decision tonight after such obvious reasons. Instead you chose to keep us there until 2 am listening to volley that only made the obvious clearer as time went on.

In all my lengthy comments tonight, I don't think I emphasized that YOGA FOR THE PEACEFUL will clearly be affected negatively by this event. Several of you mentioned The Guild, Studio West, Vinotok, and other businesses in the vicinity that needed to be contacted and addressed, but none of you mentioned mine. I take offense. My studio is DIRECTLY in the impact zone. As my silent partner Juliet Stillman echoed in her letter to you, our business is an anchor in the community that provides people with a sanctuary for maintaining mental, physical, and spiritual health. I will have to close my business for several of said days of event and 9 days of closure of elk avenue will seriously affect the income for almost two weeks. This will have a negative impact on myself and my three sons, my staff, and all the people who count on us to be open 364 days out of the year to have a quiet sanctuary for practice.

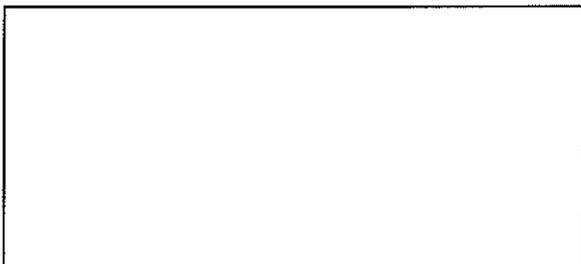
If this event does occur, I expect to be compensated for my losses, and have submitted the letter in Dans hand tonight and via email. Although H and Steph Prater dropped off a piece of paper to my studio today with their phone numbers to contact regarding this issue, I have no interest in speaking to them and think it's just another ridiculous twist to this circus show. Not even our town council knew that they had been hired up at the last minute to hit the streets TODAY in a desperate attempt, so that they could say in tonights meeting that all of us businesses had been contacted. This is only another way to handle this event improperly by pitting local community members who cannot possibly answer our questions (because no one can), and put us in a very uncomfortable situation. I expect to be contacted by appropriate representatives immediately so that I can plan accordingly.

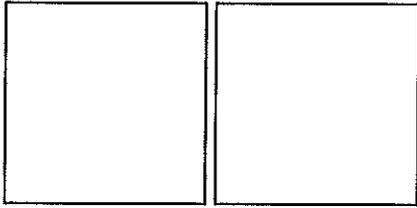
I am saddened that your poor decisions have caused a rift in our community that will reverberate for years to come, and that you have made a mockery of our town government.

It is the first time I have not been proud to be a member of this community.

Sincerely,

Monica Mesa  
Prana Flow Teacher/Trainer  
Founder and Creative Director





120 Elk Ave.  
P.O.Box 841  
Crested Butte, CO 81224

[www.yogaforthepaceful.org](http://www.yogaforthepaceful.org)  
[www.yogarocksthebutte.com](http://www.yogarocksthebutte.com)

studio 970.349.0302  
cell 970.596.2716

## Lynelle Stanford

---

**From:** Aaron Huckstep  
**Sent:** Tuesday, August 26, 2014 9:39 AM  
**To:** Lyn Maresca  
**Cc:** Lynelle Stanford; Todd Crossett  
**Subject:** RE: Selling out

Hi Lyn,

Thank you for your email, I appreciate your providing input on this issue. I am cc'ing Town Clerk Lynelle Stanford on this so your comments become part of the Council's record.

Best Regards,

Aaron J. Huckstep, JD, CPA ("Huck")  
Mayor, Town of Crested Butte  
Direct: (970) 349-2009  
Town Hall: (970) 349-5338

**From:** Lyn Maresca [<mailto:lynincb@gmail.com>]  
**Sent:** Tuesday, August 26, 2014 7:47 AM  
**To:** Aaron Huckstep; David K. Owen; Shaun; Chris Ladoulis; J Schmidt; Glenn Michel  
**Subject:** Selling out

All the tourists that will be trying to enjoy Crested Butte in the next 2 weeks are going to have an experience of construction, blocked roads, loud generators, not the vacation they were in search of. God help the ones who show up on the "Event" weekend. How do you think this will effect our reputation in the long run?

I am shocked that you allowed this thing to get to this point. This is a HUGE production that is not a Crested Butte experience. This billion dollar corporation has played you and will and is already even before the permit was approved taking over our, my town.

\$\$\$\$ People who move here and choose to stay have to realize that it is a struggle. I have been here over 20 years and I work hard. It is a seasonal economy that is the reality of it. You can't make life easier by selling out. This is not the answer.

If this is where this town is going it will be like anywhere America

Lyn Maresca

## Lynelle Stanford

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**From:** Aaron Huckstep  
**Sent:** Tuesday, August 26, 2014 5:44 PM  
**To:** Paul Adams; Todd Crossett  
**Cc:** Lynelle Stanford  
**Subject:** RE: The Event

Hi Paul,

Thank you for your email, I appreciate your providing input on this issue. I am cc'ing Town Clerk Lynelle Stanford on this so your comments become part of the Council's record.

Best Regards,

Aaron J. Huckstep, JD, CPA ("Huck")  
Mayor, Town of Crested Butte  
Direct: (970) 349-2009  
Town Hall: (970) 349-5338

**From:** Paul Adams [<mailto:pauladams100@gmail.com>]  
**Sent:** Tuesday, August 26, 2014 3:54 PM  
**To:** Todd Crossett; Aaron Huckstep  
**Subject:** The Event

Gentlemen,

We know you don't lack for advice about the AB event, but fear that the "anti" vote is disproportionately vocal and would like to register our support for the event. Our vested interest is as part owner of the Company Store building, not the restaurant. We also live half a block off Elk Avenue so are well accustomed to every form of disturbance! I do not see how the proposed program violates any sacred principles. There are some who prefer to deny it, but CB is a resort town. Directly or indirectly the vast majority of people who live here rely on the custom of our visitors. We can, and do, accommodate large numbers of visitors without destroying the character and appeal of our town. For some businesses to complain that an influx of visitors will harm their business frankly suggests that they might like to consider another line of employment- visitors are the lifeblood of our economy. If we are to believe otherwise, lets cancel Art Fair, 4th July parade, Big Air, etc., all of which attract large crowds and substantially impact Elk Avenue. A commercial sponsor is the only difference in this case, and provided they are paying fair compensation-and the offer I hear appears more than appropriate-they should be held to no different standard. And to compound the hypocrisy, some of the businesses vocally objecting are happy to ask for extortionate compensation to buy their support; \$50,000 request from one coffee shop I am reliably informed. Sound principles on display here. Wouldn't we all like to earn our years income in return for taking two days vacation.

I could go on. This town needs this event, and is being well rewarded for its sacrifices. You gentlemen have a thankless task on matters like this, and your commitment carries our appreciation.  
Paul and Joy Adams

--

*Paul Adams*  
*Crested Butte, CO*

## Lynelle Stanford

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**From:** Aaron Huckstep  
**Sent:** Tuesday, August 26, 2014 5:45 PM  
**To:** Sarah Hartigan  
**Cc:** Lynelle Stanford; Todd Crossett  
**Subject:** RE: Event

Hi Sarah,

Thank you for your email, I appreciate your providing input on this issue. I am cc'ing Town Clerk Lynelle Stanford on this so your comments become part of the Council's record.

Best Regards,

Aaron J. Huckstep, JD, CPA ("Huck")  
Mayor, Town of Crested Butte  
Direct: (970) 349-2009  
Town Hall: (970) 349-5338

-----Original Message-----

**From:** Sarah Hartigan [<mailto:hartigansarah@yahoo.com>]  
**Sent:** Tuesday, August 26, 2014 5:31 PM  
**To:** Aaron Huckstep; David K. Owen; Shaun; J Schmidt; Chris Ladoulis; R Mason; Glenn Michel; Todd Crossett; Lynelle Stanford  
**Subject:** Event

>

> As a business owner, home owner, parent, resident, I was so excited to see something this exciting come to Crested Butte! The people of Bud Light fell in love with this town the same way I did. When someone is sick or hurt the town pulls together to do whatever possible to help and it brings people close! This is so ridiculous and sad that this really neat thing to come to town has torn this town apart. The excitement has been taken away. I wouldn't blame the event for going somewhere else that they feel welcome, and they probably will.

How generous is that to donate \$250,000 to improve our ice rink facilities that hosts several hundred people a season. Our kids would be able to change in a real locker room and so would the visitors!

>

> Everyone has a right to express their opinion but some of them are mind boggling. It's 36 hours of people coming to this town that might fall in love with it like we have and will bring their families and friends for a visit!

>

> People are asking what kind of message is this showing our children? I am not a fan of marijuana but have never said a word about selling in it stores in our town, what kind of message is that to our kids?

>

> Our kids are on Elk Ave during Vinitok, what kind of message does that send to the children around drinking and drugs?

>

> These people are bringing in their own security and clean up crew and are very professional! Let them have their 36 hours, please! We look so greedy and that is really making me sad. I was just excited for something different to come to a town they hand picked out of who knows how many towns.

>  
> Sincerely,  
> Sarah Hartigan

## Lynelle Stanford

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**From:** MICHAEL JOHNSON [mjohnson6832@msn.com]  
**Sent:** Tuesday, August 26, 2014 7:16 PM  
**To:** Lynelle Stanford  
**Cc:** Nan Johnson  
**Subject:** Letter to Town Council

Lynelle:

As discussed with you and Huck this pm, here is my letter that I understand will be included in the Council packet for Thursday night's Public Hearing.

Thanks you for your hard for us the Town and us residents!

Mike Johnson

-----  
Dear Mayor and Members of the Town Council:

I am writing in regards to the Special Event Permit under consideration. My thoughts are based on the dialogue Monday night (which I attended in full), and a review of the Applicant's proposal as provided at that meeting.

I believe AB's proposal is a classic high risk/low return proposition. I feel this is an unacceptable tradeoff and that you should not issue the Special Event Permit.

However, if you choose to proceed, I recommend you make several revisions to the agreement that would mitigate the current risk/reward imbalance.

Thanks to the Council and Staff, the extant risks (such as to public safety) have been identified and largely mitigated. However, the less quantifiable risks (such as its impact on our "brand" and the environment), are both unknown and unknowable. In short, there is very little else the Town can do to reduce the significant downside exposure of this event.

Therefore, I believe the Town should focus on revising the proposal to increase the benefits to the Town, our Businesses, and all of us, as follows:

1. Require that AB create a refundable-in part Reconciliation Fund of \$500k, to be administered by the Town, to which both businesses and individuals could apply for full compensation for lost revenues and wages as a result of the event. As was noted Monday night, although many businesses and their employees will indeed benefit, others will be negatively impacted.
2. Require AB to offer relocation compensation for all residents who will be subjected to noise in excess of the town's Noise Ordinance. The current plan limits compensation to residents who live within 250' of the Elk and Big Mine. The neglects the fact that the noise from the sound stages will not dissipate to the Town's proscribed Noise Ordinance levels within anywhere near that small amount of a distance. I am not a sound engineer, but I believe adequate dissipation will occur only at around 1500'-2500' from the event stages.

3. Require AB to provide the Town monies to compensate, beyond the current flextime guidelines, Townexempt employees who have worked countless extra hours on this project.
4. Require AB to gift substantially more money than the current (as of Monday) offer of \$250k to the Town and \$10k to 1% for Open Space. AV spends roughly \$6B in marketing each year. To have offered our town a such a di minimis amount, considering the risks they are asking us to take, and the minimal financial benefit to our businesses they will provide, is unfair in my view. I would recommend the following thresholds be required:

- Direct compensation to the Town of \$1.5M for uses to be determined by a Citizen's Committee and the Town for community betterment
- Funding of the 1% for Open Space at \$500k
- Funding of the Red Lady Coalition and HCCA at \$500k in total
- Funding the Community Foundation of the Gunnison Valley at \$1M for disbursement at their discretion to non-profits that operate in the upper valley per their normal grant application/reward procedures

As I presume you are aware, AV's funding of the non-profits noted above will be tax deductible, and thus their net cost will be will substantially less than the \$2M donations to those four entities

In my view, if AV is unwilling to meet the above thresholds, I would deny the Permit. To me, no deal is far preferable to a bad deal.

Finally, I believe AV is here for their proprietary benefit, not ours. They are not offering a sustaining relationship or a long-term partnership. They are not investing in our community. So, if we are going to go forward, please be sure we truly benefit from this initiative, and have something of substance to show for the sacrifices we are making, the divisiveness that AV has brought on in our town, and the risks that we will be incurring.

I would be pleased to discuss these ideas further with you.

In appreciation of your dedication and hard work,

Mike Johnson  
223 Sopris  
970-596-8329

## Lynelle Stanford

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**From:** Trent Sweitzer [tsweitzer@gmail.com]  
**Sent:** Tuesday, August 26, 2014 10:37 PM  
**To:** Aaron Huckstep; David K. Owen; Shaun; J Schmidt; Chris Ladoullis; R Mason; Glenn Michel; Todd Crossett; Lynelle Stanford  
**Subject:** CB True Value is in support

Members of the Council,

On behalf of myself, Ben Sweitzer, Tyron Sweitzer, and Mikey Strauch (all owners of Crested Butte True Value),

I'm sure you have plenty of emails to look through so i'm going to keep this short:

I commend the council for going for this in the first place. It's an amazing oppertunity. A "no" attitude won't get us anywhere! If something amazing comes along, get it done! Thank you!

Although we at True Value are in the outskirts of the special event area, this will be a boost to our business, not only for one weekend but for the future as well.

Participants as well as the organizers will undoubtadly be back once they are introduced to this amazing place. Hey, maybe they'll even bring their families here to ski!

You guys have done a great job, thanks!

--

***Trent Sweitzer***

Crested Butte True Value  
607 6th Street  
PO Box 229  
Crested Butte, CO 81224

Cell: (970) 497-6628  
Store: (970) 349-5305

## Lynelle Stanford

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**From:** Nancy Church [nancy@ucccrestedbutte.org]  
**Sent:** Wednesday, August 27, 2014 8:19 AM  
**To:** Aaron Huckstep; David K. Owen; Shaun; J Schmidt; Chris Ladoulis; R Mason; Glenn Michel; Todd Crossett; Lynelle Stanford  
**Subject:** The Event

I am in full support of the event coming to Crested Butte. I also feel very strongly that if we back out of this event we will be sending a message to other businesses and individuals that they are not welcome. This could be a most devastating decision for our valley. If we truly want to financially struggle and very possibly die, then listen to that small and noisy minority. Our town does not need any more bad press than what came out yesterday.

Nancy Church  
970-209-7799  
15 ½ year resident

## Lynelle Stanford

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**From:** kevin hartigan [kkh33bpeasful@gmail.com]  
**Sent:** Wednesday, August 27, 2014 9:02 AM  
**To:** Aaron Huckstep; David K. Owen; Shaun; J Schmidt; Chris Ladoulis; R Mason; Glenn Michel; Todd Crossett; Lynelle Stanford  
**Subject:** Full Support

Gentlemen,

I live and work at 208 Elk Avenue, right in the heart of the proposed event. I am in full support of this event and hope that when it is all said and done, we can show the world our incredible home.

Thanks for all you all do for the community

In Respect, Peace, and Light

Kevin Hartigan

--

Kevin K. Hartigan  
PO Box 2265  
Crested Butte, CO 81224  
970-306-3062  
[kkh33bpeasful@gmail.com](mailto:kkh33bpeasful@gmail.com)  
[kevin@thelaststeep.com](mailto:kevin@thelaststeep.com)

## Lynelle Stanford

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**From:** Aaron Huckstep  
**Sent:** Wednesday, August 27, 2014 9:39 AM  
**To:** Lyn Maresca  
**Cc:** Lynelle Stanford; Todd Crossett  
**Subject:** RE: Public Safety

Hi Lyn,

Thank you for your email, I appreciate your providing input on this issue. I am cc'ing Town Clerk Lynelle Stanford on this so your comments become part of the Council's record.

Best Regards,

Aaron J. Huckstep, JD, CPA ("Huck")  
Mayor, Town of Crested Butte  
Direct: (970) 349-2009  
Town Hall: (970) 349-5338

**From:** Lyn Maresca [<mailto:lynincb@gmail.com>]  
**Sent:** Wednesday, August 27, 2014 8:03 AM  
**To:** Aaron Huckstep; Shaun; J Schmidt; David K. Owen; Glenn Michel; R Mason; Chris Ladoulis  
**Subject:** Public Safety

To the Town Council and Mayor,

Since this event has hit not only the Denver media but national media as well, not to mention social media that hits the age demographic of this event, you should consider turning down the permit for local safety issues.

With two Universities in such close proximity, CU and CSU, kids might just want to head up to see what "Whatever" is all about.

This event is disruptive enough as is but the possibility of 1,000's of students showing up and possibly more unsavory types from Denver could be dangerous.

Respectfully,

Lyn Maresca

## Lynelle Stanford

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**From:** Aaron Huckstep  
**Sent:** Wednesday, August 27, 2014 9:40 AM  
**To:** Kris Murray  
**Cc:** Lynelle Stanford; Todd Crossett  
**Subject:** RE: PLEASE Pass the Major Special Event

Hi Kris,

Thank you for your email, I appreciate your providing input on this issue. I am cc'ing Town Clerk Lynelle Stanford on this so your comments become part of the Council's record.

Best Regards,

Aaron J. Huckstep, JD, CPA ("Huck")  
Mayor, Town of Crested Butte  
Direct: (970) 349-2009  
Town Hall: (970) 349-5338

**From:** Kris Murray [<mailto:kris@childcare-marketing.com>]  
**Sent:** Wednesday, August 27, 2014 9:24 AM  
**To:** Aaron Huckstep; Shaun; J Schmidt; R Mason; Glenn Michel; David K. Owen  
**Subject:** PLEASE Pass the Major Special Event

Hi Huck and all Town Council members,

I am a town resident and a business owner who does not depend on local economy at all (so I stand to gain nothing financially from this event). I am a mother of 2 in the school. I attended Monday night's meeting. I am extremely disappointed that you "tabled" the decision to approve the major special event.

Please say YES to this event. The petition of 300 names and the Chamber survey results speak volumes. The economic impact of this event far outweighs any potential negatives over 72 hours. We need to be a business-friendly climate if we are to survive and prosper as a town.

By delaying or saying no, you are quite frankly an embarrassment to me and my fellow residents of Crested Butte.

Don't let the fear-mongers keep you from doing the right thing. Glo Cunningham is right on, and provided a great perspective.

Please say YES.

Thank you  
Kris Murray

429 Whiterock Ave  
Crested Butte  
mom of 2  
citizen of 7 years  
Owner of a business above the Alpineer  
349-8905

## Lynelle Stanford

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**From:** Aaron Huckstep  
**Sent:** Wednesday, August 27, 2014 9:46 AM  
**To:** Cassidy Tawse-Garcia; David K. Owen; Shaun; J Schmidt; Chris Ladoulis; R Mason; Glenn Michel  
**Cc:** Todd Crossett; Lynelle Stanford  
**Subject:** RE: Input on public event application - Western Colorado Events, LLC

Hi Cassidy,

I will correspond with you separately regarding the accusations below. I am cc'ing Town Clerk Lynelle Stanford so your comments become part of Council's record.

Best Regards,

Aaron J. Huckstep, JD, CPA ("Huck")  
Mayor, Town of Crested Butte  
Direct: (970) 349-2009  
Town Hall: (970) 349-5338

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**From:** Cassidy Tawse-Garcia [mailto:cassidy.tawse@me.com]  
**Sent:** Wednesday, August 27, 2014 12:12 AM  
**To:** Aaron Huckstep; David K. Owen; Shaun; J Schmidt; Chris Ladoulis; R Mason; Glenn Michel  
**Cc:** Todd Crossett  
**Subject:** Input on public event application - Western Colorado Events, LLC

Hello honorable council members-

I write to you to comment on the proposal for the special event permit, currently in front of the council for a vote. As opposed to hashing out the many points on the quality of the proposed Bud Light 'Up for Whatever' event, which proponents and opponents have all ready raised, I wish to comment on the governmental process that has gotten us to this point.

As a citizen of this town, I am dismayed at the lack of transparency in the special event application process. Additionally, I see many conflicts of interests in the manner the Town of Crested Butte staff and council members have chosen to handle this specific event permit request. Please see below for my concerns.

Your response to these would be greatly appreciated.

1) Involvement with planning and process of event: Why has the town taken on special contractors to help in the facilitation, and presumed passage of a special events permit for a private company? It is clear that the town and certain key community members have been aware of the prospect of this event since early April. What is unclear is if this event was meant to go through the formal special event planning process, why did the town NOT follow the normal protocols for such a process? I myself have submitted multiple special event permits to the Town of Crested Butte. At none of those times was the 45 day requirement of notice seen as optional. Furthermore, in the special event application materials a check list of requirements is clearly laid out. In my opinion, it is very clear for a lay person to understand what is expected for a special event application to be processed by the Town and approved by the council. Finally, special event permits HAVE been granted with the understanding that a singular piece of the application will be provided as soon as available (such as the application cost of \$250). That being said, I have never experienced a situation where a special contractor

would be hired on behalf of the town to address the community needs/ concerns on an applying event. I am utterly confused about this. Why did the town employee contractors, such as Dan Marshall months ago, and then Stephanie Prater and H bomb more recently, on behalf of this event? In what situation would it be appropriate to use town funding and tax payer money to hire an individual to facilitate the passing of a special event permit on behalf of an applicant? In my multiple roles in this community, I cannot imagine a time where this would be offered to me or other applicants as a service. Why then is this the case for Bud Light?

2) Net Zero cost to Town: In the public comment meeting held by Todd Crosett on Wednesday, July 20th, Bobby as a representative of Mosaic Entertainment, and Todd, assured the audience that the event would be held at "net zero cost" to the Town. As in, the town would not loose any money, from staff time, and municipal resource use, in the production of this event. So then, can you please clarify for me how the special council of Stephanie, H Bomb and Dan Marshal are being secured? Will Bud Light be reimbursing the Town of Crested Butte for the cost of the expertise these individuals provide? If so, why then go through the trouble of hiring these people to work on behalf of the Town? Why would Bud Light not hire their own local liaisons to communicate with community members on the event, and ensure full care is taken for their concerns? I am fundamentally concerned with members of the PAID Town Staff working on the behalf of an applicant to the town for a special events permit. I cannot understand how this is not a conflict of interest, and how said members can advise the council in and impartial way on an issue, when they have been so intimately involved in bringing said event to fruition.

3) The mayor's involvement with the proposal of this event: I am concerned with the mayor's relationship with certain key individuals in this town, who were aware of this event, prior to the Town's general knowledge of the event's existence. Aaron, were you in fact corresponding with businesses and event planners from Mosaic Entertainment, speaking in support of this event, prior to last night's public comment session? If so, how are you not in conflict of interest in voting for the passage of the special event permit? Your clarification on this would be much appreciated.

4) Applicant confusion on the permitting process: Why was it not made abundantly clear by the Town Manager that the applicant needed to meet every requirement of the special event permit, in a timely manner, and that public comment would be part of this process? Why was the applicant so confused during yesterday evening's council meeting, on the requirements of the Town's special event permit? Furthermore, why would the applicant ask that the Town's help with their outreach to town residents in the effected areas of the application? Is this because the Town has already been advising the applicant in community outreach up until this point?

Finally, please let it be known that I am not in opposition to this event. I feel this event (if it can even happen now due its coverage in national media) is an opportunity for this Town. without taking on such a major event, how are we to know if such special events are a benefit or hindrance to our community? Simply holding the event will offer a case study for future opportunities. What I am not in support of, is the Town Manager and Town Council, along with the Chamber of Commerce, working together outside of the standard public process, and without the prior knowledge of the voting community. A special event process should be a universal one, and events should be approved on the merits of their planning process and ability to follow Town processes, not because of preference from elected officials, or hired Town employees paid for with citizen tax dollars.

Thank you and I look forward to your responses.

Sincerely and respectfully,

Cassidy Tawse-Garcia  
[cassidy.tawse@me.com](mailto:cassidy.tawse@me.com)  
(303) 913-8897

"We are indeed much more than what we eat, but what we eat can nevertheless help us to be much more than what we are."

-Adelle Davis

## Lynelle Stanford

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**From:** Aaron Huckstep  
**Sent:** Wednesday, August 27, 2014 10:08 AM  
**To:** lynincb@gmail.com  
**Cc:** Lynelle Stanford; Todd Crossett  
**Subject:** RE: Parking

Hi Lyn,

Thank you for your email, I appreciate your providing input on this issue. I am cc'ing Town Clerk Lynelle Stanford on this so your comments become part of the Council's record.

Best Regards,

Aaron J. Huckstep, JD, CPA ("Huck")  
Mayor, Town of Crested Butte  
Direct: (970) 349-2009  
Town Hall: (970) 349-5338

-----Original Message-----

**From:** [lynincb@gmail.com](mailto:lynincb@gmail.com) [<mailto:lynincb@gmail.com>]  
**Sent:** Wednesday, August 27, 2014 9:36 AM  
**To:** Aaron Huckstep; J Schmidt; Glenn Michel; R Mason; Chris Ladoulis; Shaun  
**Subject:** Parking

Lot closure at 1st and Elk already a problem. Could not park to access guild this morning. Businesses will suffer for private corporate gain.  
Lyn Maresca.

## Lynelle Stanford

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**From:** David Ochs [director@cbchamber.com]  
**Sent:** Wednesday, August 27, 2014 10:37 AM  
**To:** Huck Huck Law; Lynelle Stanford; Todd Crossett  
**Subject:** Fwd: Comments for Town Council

Begin forwarded message:

**From:** "Elk Mountain Lodge" <[info@elkmountainlodge.com](mailto:info@elkmountainlodge.com)>  
**Subject:** **Comments for Town Council**  
**Date:** August 27, 2014 at 10:22:39 AM MDT  
**To:** "David Ochs" <[redridgedesign@msn.com](mailto:redridgedesign@msn.com)>

Town Council Members,

Please consider the 93% of business owners that support this event. Many of these people cannot make lengthy meetings due to family and work obligations. These people voted for you and actually have faith in the system. Many believe you were elected to make these decisions for us and do not feel the need to chime in on every decision you make. The beauty of elected officials is they represent the majority, and the majority did not feel the need to question your decision, nor did they protest your transparency. Fortunately these people are BUSY now, and unfortunately they did not show up at the 9 hour meeting.

If the event does not pass plan B will be initiated. Mt. Crested Butte is plan B and they will hold the event for sure. They will keep the 250,000, get all the sales tax money, and have a record weekend. The Bud Commercial will still be associated with Crested Butte except the businesses downtown will miss out and the 1,000 plus visitors will be left with a great experience in Mt. Crested Butte instead. How will the majority feel then?

How many of the opposed speakers at the meeting pay sales tax in Crested Butte, vote in Crested Butte, work in Crested Butte, pay property taxes in Crested Butte, and donate in Crested Butte? I'm not sure why non-residents and non-business owners are allowed to create a 9 hour meeting? What am I missing?  
Please represent the majority.

Thanks for your time,

Mike Nolan  
Elk Mountain Lodge  
Crested Butte, CO 81224  
970-349-7533  
[info@elkmountainlodge.com](mailto:info@elkmountainlodge.com)

## Lynelle Stanford

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**From:** Aaron Huckstep  
**Sent:** Wednesday, August 27, 2014 10:48 AM  
**To:** marylou@crestedbutte.net  
**Cc:** Lynelle Stanford; Todd Crossett  
**Subject:** RE: Bud Light event

Hi Mary,

Thank you for your email, I appreciate your providing input on this issue. I am cc'ing Town Clerk Lynelle Stanford on this so your comments become part of the Council's record.

Best Regards,

Aaron J. Huckstep, JD, CPA ("Huck")  
Mayor, Town of Crested Butte  
Direct: (970) 349-2009  
Town Hall: (970) 349-5338

-----Original Message-----

**From:** [marylou@crestedbutte.net](mailto:marylou@crestedbutte.net) [<mailto:marylou@crestedbutte.net>]  
**Sent:** Wednesday, August 27, 2014 10:36 AM  
**To:** Aaron Huckstep; David K. Owen; Shaun; J Schmidt; Chris Ladoulis; R Mason; Glenn Michel  
**Subject:** Bud Light event

Mayor Huckstep and Town Council Members,

I am writing to you to express my support for the Bud Light event to go forward. I believe that the majority of locals support this event and the vocal minority is who you are hearing opposing it. Those of us who work and are raising families don't necessarily have the time or inclination to spend hours at a meeting debating with the folks who forget that we live in a tourist town and that events and publicity help all of us who need to make a living here. We have had an exceptionally busy summer, which is great, but we still have a good 4 months of off season per year that we all have to get through. Is that not enough quiet, peaceful time for all of us to recover from the busy times?

I think there will be much more fallout if you fail to approve this event than there will be if it goes forward as planned.

Thank you for your consideration,

Mary Chandler

## Lynelle Stanford

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**From:** Aaron Huckstep  
**Sent:** Wednesday, August 27, 2014 11:28 AM  
**To:** Jennifer Ryan  
**Cc:** Lynelle Stanford; Todd Crossett  
**Subject:** RE: In Support of Special Event

Hi Jennifer,

Thank you for your email, I appreciate your providing input on this issue. I am cc'ing Town Clerk Lynelle Stanford on this so your comments become part of the Council's record.

Best Regards,

Aaron J. Huckstep, JD, CPA ("Huck")  
Mayor, Town of Crested Butte  
Direct: (970) 349-2009  
Town Hall: (970) 349-5338

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**From:** Jennifer Ryan [<mailto:jennifer@ironhorsecb.com>]  
**Sent:** Wednesday, August 27, 2014 11:27 AM  
**To:** Aaron Huckstep; David K. Owen; Shaun; Chris Ladoulis; R Mason; Glenn Michel; J Schmidt  
**Cc:** [danocb@hotmail.com](mailto:danocb@hotmail.com)  
**Subject:** RE: In Support of Special Event

Hello again,

I may not be able to attend the meeting Thursday evening, but I want to implore you to finalize this decision and pass the vote for this event. After hearing from so many local residents, and business owners, there is *overwhelming* support for this event. This could make a huge difference in whether businesses lay off staff or are able to thrive into winter.

I also want to note that public comment time should be over. There is no reason to have a meeting until 2:00 am again. People have had their time to speak, now it's your time to finalize this.

Again, we appreciate all that you do! Thank you!

*Jennifer & Steve Ryan*  
Iron Horse Property Management  
PO Box 168  
523 Riverland Drive, Suite 2D  
Crested Butte, CO 81224  
970.349.7313 Office  
888.417.4766 Toll Free  
970.251.7020 Fax  
[www.ironhorsecb.com](http://www.ironhorsecb.com)

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**From:** Jennifer Ryan [<mailto:jennifer@ironhorsecb.com>]  
**Sent:** Monday, August 25, 2014 3:13 PM  
**To:** 'Huck@crestedbutte-co.gov'; 'Davidkowen@crestedbutte-co.gov'; 'Shaun@crestedbutte-co.gov'; 'cladoulis@crestedbutte-co.gov'; 'rmason@crestedbutte-co.gov'; 'GlennMichel@crestedbutte-co.gov'; 'jschmidt@crestedbutte-co.gov'  
**Cc:** 'danocb@hotmail.com'  
**Subject:** In Support of Special Event

Hello All,

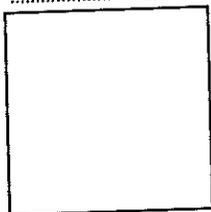
You have a huge task ahead of you this evening, and I hope it goes as smoothly as possible. You need to know there are a lot of people in support of this event. I'm sure we will see that tonight! This event means revenue that the town may not otherwise see, revenue for restaurants and businesses that otherwise struggle in the off season to stay afloat. This means great exposure for our town and the future events to come. How great would it be if we truly had 10 months of tourism in Crested Butte, instead of trying to scrape by with 6-7 months of busy season?!

Don't let a small group of people determine the outcome of this meeting. A small group that does not contribute significantly to the economy of this town. It appears to me that this small group is not comprised of business owners, and employers that contribute to the sales tax revenue of this town.

We support you and appreciate all that you do!

Good luck tonight! ☺ Thanks for your time!

*Jennifer & Steve Ryan*  
Iron Horse Property Management  
PO Box 168  
523 Riverland Drive, Suite 2D  
Crested Butte, CO 81224  
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## Lynelle Stanford

---

**From:** Aaron Huckstep  
**Sent:** Tuesday, August 26, 2014 2:35 PM  
**To:** Danica Ramgoolam  
**Cc:** Lynelle Stanford; Todd Crossett  
**Subject:** RE: Bud Lite in CB

Hi Danica,

Thank you for your email, I appreciate your providing input on this issue. I am cc'ing Town Clerk Lynelle Stanford on this so your comments become part of the Council's record.

Best Regards,

Aaron J. Huckstep, JD, CPA ("Huck")  
Mayor, Town of Crested Butte  
Direct: (970) 349-2009  
Town Hall: (970) 349-5338

**From:** Danica Ramgoolam [<mailto:danicaram1984@gmail.com>]  
**Sent:** Tuesday, August 26, 2014 2:00 PM  
**To:** David K. Owen; Aaron Huckstep; Shaun; J Schmidt; Chris Ladoulis; R Mason; Glenn Michel  
**Subject:** Bud Lite in CB

Dear Council members,

I am writing to let you know how disappointed I am by the way this bud lite event has been handled. I am not necessarily against it but the way it was kept a secret for so many months is inexcusable. As most of you already know I feel very strongly that transparency is essential to your role as leaders. On a second note, it boggles my mind that not even a year ago I sat through meetings about allowing marijuana on Elk Ave. and the strongest argument that all of you seemed to agree with was that Crested Butte and Particularly Elk Ave. was a family friendly place. Now we are closing off Elk Ave. to anyone under 21.....hmmm doesn't really add up in my book. What are we telling our children? Marijuana is bad and should be a secret thing swept away in the "Green Light District" but alcohol is so cool that we are having a whole weekend celebrating it but you aren't invited because it's that great! I am also concerned about the businesses in that block who depend on family traffic and are not being compensated. Just for future reference September is less of an off-season than March as far as numbers are concerned. So before you go telling us that you are bringing in money in the off-season look at the sales tax numbers and how they compare to winter. I don't mean to be harsh but I am very dismayed by how this event has been handled and it makes me loose confidence in your leadership in other more important matters like Red Lady. Since the event is pretty much already happening I don't think it would be fair to take it away. Many businesses have already scheduled staff and ordered in anticipation of the event. I would like to see the job of the Town Manager looked at. I feel very strongly that the current town manger is not functioning for the good of the commuity. I think he had the power to make AB turn in their application in a timely manner and have a public meeting months before the event. I also believe that he overstepped his role regarding Red Lady and the recent VCUP problem. These two incidents alone are cause for replacement. I also hope that you will strongly consider hiring a local for the position. Thank you for your time and I appreciate all the hard work and time you took last night and I was very glad to hear the tough questions asked by some of you.

Sincerely,

Danica Ramgoolam

## Lynelle Stanford

**From:** Aaron Huckstep  
**Sent:** Tuesday, August 26, 2014 2:36 PM  
**To:** Janae Deverell  
**Cc:** Lynelle Stanford; Todd Crossett  
**Subject:** RE: Please support the Special Event

Hi Janae,

Thank you for your email, I appreciate your providing input on this issue. I am cc'ing Town Clerk Lynelle Stanford on this so your comments become part of the Council's record.

Best Regards,

Aaron J. Huckstep, JD, CPA ("Huck")  
Mayor, Town of Crested Butte  
Direct: (970) 349-2009  
Town Hall: (970) 349-5338

---

**From:** Janae Deverell [<mailto:janaedeverell@yahoo.com>]  
**Sent:** Tuesday, August 26, 2014 2:14 PM  
**To:** Aaron Huckstep; David K. Owen; Shaun Matuszewicz; J Schmidt; Chris Ladoulis; R Mason; Glenn Michel  
**Subject:** Please support the Special Event

Dear Town Council,

I am so saddened to see reports all over the news and Facebook about the Bud Light event here next week potentially not happening. While I was not able to make last night's meeting (got to get the kids fed and in bed), my family, my business, and everyone I know in CB fully support this event. I have not heard from a single nay-sayer.

Like everyone, I want to protect this amazing place that we live in. But let us all remember that none of us, without a trust fund, would be able to live here without the tourism base to support us. Crested Butte has always embraced fun and different events....that is who we are.

Blah, blah...you've heard all of this from someone else. But I plead with you to do everything in your power to make this event happen.

Thanks for everything that you all do for this community! (And for the ridiculous beating you take some times).

Sincerely,

Janae Pritchett

## Lynelle Stanford

---

**From:** R Mason  
**Sent:** Tuesday, August 26, 2014 2:46 PM  
**To:** Stichter, Frank; David K. Owen; Aaron Huckstep; Shaun; J Schmidt; Chris Ladoulis; Glenn Michel; Lynelle Stanford  
**Subject:** RE: Thoughts following last night's meeting

Frank,

Thank you for your comments. I will forward them on to the Town Clerk to be entered into the public record.

Sent from the Samsung Galaxy Rugby Pro, an AT&T LTE smartphone

----- Original message -----

**From:** "Stichter, Frank" <frank.stichter@imacorp.com>  
**Date:** 08/26/2014 12:30 PM (GMT-07:00)  
**To:** "David K. Owen" <DavidKowen@crestedbutte-co.gov>, Aaron Huckstep <huck@crestedbutte-co.gov>, Shaun <Shaun@crestedbutte-co.gov>, J Schmidt <JSchmidt@crestedbutte-co.gov>, Chris Ladoulis <CLadoulis@crestedbutte-co.gov>, R Mason <RMason@crestedbutte-co.gov>, Glenn Michel <GlennMichel@crestedbutte-co.gov>  
**Subject:** Thoughts following last night's meeting

Gentlemen, I wanted to express my thoughts on the meeting Monday night. First of all, thanks for doing what you do – not sure I would want to be in your position right now. Second, stick to your beliefs and convictions, and those of your constituency – after all that was what you were elected to do – *by the majority, not the minority!* I know that there were arguments on both sides of the Special Event – some better than others, some with facts, many with emotion and no facts. We are all entitled to our opinions.

I completely understand why most of the negative comments were related to the lack of transparency and “the process”. I also understand the reason behind it – it was supposed to be a secret promotion. As Huck and Sean (with the event) pointed out and apologized for, it could have been done differently and would be done differently if it was repeated. Acknowledged. Apology accepted. Now let’s move on – next topic.

The way I see it (without emotion and oversimplified perhaps) is that a Company has come to Town to ask to hold an event here for 48 hours and is going to pay us to do it. They are not asking for our money for their event like every other event that we hold, it’s not going to cost the Town, and we are not going to lose money. Our entire community will undoubtedly benefit enormously from it – now and in the future, financially and otherwise. You heard people at the event talk last night how difficult it is to survive here – whether you are a business owner or a worker – the result will be financially significant in many, many ways in Town, in Mt CB, CBMR, Gunnison, and the Valley for years to come, so that we can all survive here.

The Operational Plan that they have put together is tremendous. All aspects have been covered, and then some – great attention to detail on everything from safety to security to cleanup. They have been more thorough and detailed in their request than any other organization before them.

As it relates to the topic of “selling out” and money, I believe that there was a significant greed factor that was displayed that got bigger and bigger. I don’t subscribe to the greediness that grew from a \$250,000 donation to a demand of a \$10,000,000 ransom. Rather, I see this as a tremendous opportunity to have a unique event here, with all kinds of music, fun, and activities that our community can watch and/or participate in. Let’s see – retail sales, sales tax, donations: sounds good to me! This is not an endorsement of alcohol in any way and is no different than the events we hold that New Belgium or Oscar Blues sponsors or promotes.

In fact, the event is analogous to a US Open or a PGA Golf Tournament at a Country Club (I get it, we’re not a Country Club) – the golf course is closed to members for a week, spectators are allowed, Corporate Sponsors such as Heineken, Rolex, GM, come in to sell and promote their products, and pay the Country Club for its use. Last I checked, we’ve had Corporate Sponsors to help pay for events in Crested Butte such as the 4<sup>th</sup> of July, Bike Week, Pro Cycling Challenge and many others. For the naysayers to mention that they don’t want the Big Corporations here is purely hypocritical.

You heard some negative comments, some neutral, and heard many people in favor of the event last night. The reality is that the *vast majority of people* surveyed in this community are in favor of the event – as evidenced in the emails, letters, surveys, polls, and petitions. I respect those who are not. *But don’t let the vocal minority dictate what the majority of the community desires.*

Respectively,

Frank Stichter

**Frank Stichter, MHP**  
Director, Insurance and Benefits  
NPN 967586

IMA, Inc.  
427 Belleview Avenue, Suite 202  
PO Box 164  
Crested Butte, CO 81224

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## Lynelle Stanford

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**From:** Aaron Huckstep  
**Sent:** Tuesday, August 26, 2014 10:56 AM  
**To:** David Schneider; Chris Ladoulis  
**Cc:** Lynelle Stanford; Todd Crossett  
**Subject:** RE: Whatever event

Hi David,

Thank you for your email, I appreciate your providing input on this issue. I am cc'ing Town Clerk Lynelle Stanford on this so your comments become part of the Council's record.

Best Regards,

Aaron J. Huckstep, JD, CPA ("Huck")  
Mayor, Town of Crested Butte  
Direct: (970) 349-2009  
Town Hall: (970) 349-5338

-----Original Message-----

**From:** David Schneider [<mailto:dschneid727@icloud.com>]  
**Sent:** Tuesday, August 26, 2014 10:06 AM  
**To:** Aaron Huckstep; Chris Ladoulis  
**Subject:** Whatever event

Gentlemen,

My wife and I are part-time residents and own several properties in CB. The Denver Post story this morning indicates that no final decision approving the event has been made so I would like to offer several observations.

I suspect that the event will much more disruptive than people expect, particularly prior to the weekend and after it, with parking bans and more. That will make the town less pleasant for its residents.

I think that with 1300 young people coming into the area, you should temporarily ban the sale of marijuana, as many out-of-staters may find Colorado's approach to that drug tempting. Unlimited quantities of free beer should be enough. If liquor sales will be stopped, so should weed sales.

While I have no problem with a party, I can't help worrying that things will probably get out of hand. We cannot expect the sponsors to have the same respect for our reputation as we might have. The wilder the party the better for them. The town will suffer if things go wrong, and there is a high chance of that in this case.

Finally, I agree with those who believe that if we decide to sell our image and reputation to others, we should have had enough pride to have asked for much more money.

I have read the Council a Packet as of August 23, and am impressed by the planning that has been done, for which you are to be commended. Nonetheless, I believe that once you give your approval, you will find that you have lost almost all of your ability to control the project and what its sponsors allow (encourage?) to happen.

I believe you will approve the project--you are too far into it to quit now--and sincerely hope we will all not come to regret that decision.

Sincerely,  
Dave Schneider

Sent from my iPad

**J. D. BELKIN & ASSOCIATES, LLC**

ATTORNEYS AT LAW

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502 Whiterock Avenue, Suite 200 and 201  
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E-mail: jbelkin@jbelkinlaw.com  
303.888.1812 (M)

**EXECUTIVE SUMMARY ROADMAP FOR PUBLIC HEARING**

**TO:** Town Council

**FROM:** John D. Belkin, Town Attorney

**CC:** Todd Crossett, Town Manager  
Tom Martin, Chief Marshal

**RE:** Ordinance No. 10, Series 2014 – Entertainment District Regulations

**DATE:** August 22, 2014

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• **BACKGROUND:**

- Enclosed in your Town Council meeting packets is Ordinance No. 10, Series 2014 creating the Entertainment District regulations regulating the Entertainment District that you might possibly establish under Resolution No. 10, Series 2014.
- I will walk the Town Council through each bullet in this memorandum at the time the Ordinance is heard during the public hearing.
- The authority to create the Entertainment District lies within the Colorado Revised Statutes, specifically C.R.S., § 12-47-301.
- As background, last January, and then again in May, the Town Council had me look at the legal requirements around permitting open container on Elk Avenue and adjoining properties. Those conversations led to my initial recommendation to the Town Council to authorize me to look into the mechanics of the Town Council creating an Entertainment District. The Town Council elected on both occasions to not invest the time, energy and money researching creating an Entertainment District.
- During the Town Council worksession on August 5, 2014, I presented the Entertainment District concept to the Town Council.

- With the possibility of a major special event occurring the first weekend of September, the organizers of the event have requested that the Town Council create an Entertainment District in order to allow an expansion of the licensed premises of the bars and restaurants located on Elk Avenue. The Town Council's creation of an Entertainment District on Elk Avenue would allow alcohol consumption in a to be identified Common Consumption Area within the Entertainment District located on Elk Avenue.
- In connection with the possible major special event, the organizers have agreed to pay all the Town and effected businesses' costs of setting up the Entertainment District and gaining the approval of the Common Consumption Area. This includes the creation of the Promotional Association and the certification of the same, inclusive of the payment of additional insurance costs. They have also offered to pay up to \$10,000.00 to fund these matters through 2015 so that the Promotional Association can utilize the Common Consumption Area for the rest of 2014 and 2015 if it so desires and subject to the Liquor Licensing Authority's approval, etc.
- You have seen the presentation in the worksession as to how the Entertainment District, the Common Consumption Area and the Promotional Association work and the interplay of these concepts. With this information, here are some key points that you should consider as respects the ordinance and that will be important to your decision on whether this makes sense for the Town and the broader community:
  - ✓ We have followed the Entertainment District models of other municipalities such as the cities of Greeley and Leadville.
  - ✓ The ordinance creates, as applicable, the regulations for the creation, operation and approval of the Entertainment District, the Common Consumption Area and the Promotional Association.
  - ✓ In regards to the possible major special event in September, the Entertainment District and the Common Consumption Area will make the management of the alcohol consumption in connection with the event easier to manage from an enforcement perspective. The Chief of Investigations for the Colorado Department of Revenue, Liquor Enforcement Division has shared this view on the topic with the major special event proponent and me.
  - ✓ While the Town Council can create the Entertainment District on its own accord, the Promotional Association is needed to create and utilize the Common Consumption Area. This will require the involvement of the lion share of the bars and restaurants on Elk Avenue to be tenable. I am working with the bars and restaurants in regard.

- ✓ If the Town Council elects to adopt this ordinance, at the next Town Council meeting on September 3, it is anticipated the an application will be before the town Council acting as Local Licensing Authority to certify the Promotional Association and approve the Common Consumption for use during the proposed major special event.
- ✓ Whether the Town Council would like to create the Entertainment District at all, and then whether it should be available for use beyond the September major special event is the most significant question for the Town Council.
- ✓ Relative to the Promotional Association and the Common Consumption Area, the Town Council needs a clear view of the Elk Avenue bars and restaurants that are interested in utilizing the Entertainment District and the Common Consumption Area. For the possible major special event? Beyond?

- **KEY ISSUES TO CONSIDER:**

- The Town Council should consider the following key policy issues as well as any other topic that the Town Council sees fit to discuss on the matter:
  - ✓ Whether from a policy perspective an Entertainment District makes sense at all for Crested Butte.
  - ✓ Is there support from the Elk Avenue businesses and broader Crested Butte community (businesses an residents alike) for the creation of an Entertainment District?
  - ✓ If so on the previous two items, should the Entertainment District and the Common Consumption Area exist beyond the proposed major special event? If so, how long?

- **RECOMMENDATION:**

- If the Town Council is in favor of having an Entertainment District, it should move to adopt this ordinance.
- Again, I will walk the Town Council through all of the above during the Town Council meeting. Thank you kindly.

**ORDINANCE NO. 10**

**SERIES 2014**

**AN ORDINANCE AMENDING CHAPTER 6 OF THE  
CRESTED BUTTE MUNICIPAL CODE TO ADD  
REGULATIONS RESPECTING THE CREATION OF  
AN ENTERTAINMENT DISTRICT IN WHICH  
COMMON AREAS FOR THE CONSUMPTION OF  
ALCOHOL MAY BE OPERATED BY A  
PROMOTIONAL ASSOCIATION**

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

WHEREAS, the Town staff has researched creating an “Entertainment District” authorized by C.R.S., § 12-47-301 adjoining the Elk Avenue business corridor between First and Fourth Streets;

WHEREAS, the Town staff has found that creating an Entertainment District would allow the consumption of alcoholic beverages in a common consumption area if the Town Council, acting as the Local Licensing Authority under Colorado law authorizes the same;

WHEREAS, based on its research in creating an Entertainment District, the Town staff has recommended that the Town Council create such an Entertainment District between First and Fourth Streets in order to allow the consumption of alcohol in a common consumption area for certain special events and other functions planned by the taverns, hotels, restaurants and brew pubs in Crested Butte;

WHEREAS, the Town Council, upon Town staff recommendation, has proposed an Entertainment District on the Elk Avenue business corridor between First and Fourth Streets that is less than 100 acres and has at least 20,000 square feet of adjacent premises licensed as taverns, hotels, restaurants and brew pubs;

WHEREAS, the Town Council finds that the creation of an Entertainment District on the Elk Avenue business corridor between First and Fourth Streets will enhance the community’s quality of life and opportunities to engage in more activities, uses, events and socializing in the historic downtown and will enhance the economic vitality of downtown retail shops, taverns, hotels, restaurants, brew pubs and other businesses;

WHEREAS, in conjunction with creating an Entertainment District, the Town Council must also establish regulations for allow the consumption of alcohol in a common consumption area for certain special events and other functions planned by the taverns, hotels, restaurants and brew pubs in Crested Butte in the Entertainment District,

and for certifying the entity that is constituted by such taverns, hotels, restaurants and brew pubs; and

WHEREAS, for the foregoing reasons, the Town Council's creation of an Entertainment District on the Elk Avenue business corridor between First and Fourth Streets and the regulations set forth herein to establish common consumption area and certify the entity that is constituted by the taverns, hotels, restaurants and brew pubs that will utilize the same is in the best interest of the health, safety and welfare of the residents and visitors of Crested Butte, and, accordingly, the revisions to the Crested Butte Municipal Code set forth below are in the public interest.

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

**Section 1. Adding a New Article 7, Entertainment District to Chapter 6 of the Code.** A new Article 7 is added to Chapter 6 of the Code that shall read as follows:

**“ARTICLE 7**

**Entertainment District**

**Sec. 6-7-10. Definitions.**

As used in this Chapter, the following words shall have the following meanings:

*Common Consumption Area* means a pedestrian area located wholly within the Entertainment District and approved by the Local Licensing Authority that uses physical barriers to close the area to motor vehicle traffic and limit pedestrian access.

*Common Consumption Area Law* means Sections 12-47-301(11), 12-47-908, 12-47-909 of the Colorado Revised Statutes, as amended.

*Entertainment District* means the Town of Crested Butte Elk Avenue Entertainment District with a size no more than 100 acres and containing at least 20,000 square feet of premises licensed as a tavern, hotel and restaurant, brew pub or vintner's restaurant at the time said District is created.

*Licensee* means a person to whom a license is granted by the Local Licensing Authority to manufacture or sell alcoholic beverages as provided under the Colorado Liquor Code.

*Local Licensing Authority* means the Town Council of the Town of Crested Butte.

*Promotional Association* means an association that is incorporated within the State of Colorado that organizes and promotes entertainment activities within a Common Consumption Area, is organized or authorized by two or more persons who own or lease property within the Entertainment District and is certified by the Local Licensing Authority.

In addition to the definitions provided above, the other defined terms in C.R.S. Section 12-47-103 are incorporated into this Article by reference.

**Sec. 6-7-20. Creation of Entertainment District and General Requirements.**

(a) In order to exercise the Town’s local option to allow Common Consumption Areas in the Town and to effectuate the purposes and intent of C.R.S. Section 12-47-301(11), there is hereby designated the “Town of Crested Butte Elk Avenue Entertainment District” whose boundaries include:

From the southeast corner of Lot 12 of Block 29 of the Town’s public parking lot continuing east through the alleys of Block 28 and Block 27 to the intersection of the alley and Fourth Street, thence north along the right-of-way of Fourth Street to the intersection of the northeast corner of Lot 32 of Block 22 and the alley, thence west along the alley of Block 22 and Block 21 crossing Coal Creek to the intersection of the alley located in Block 20 and the northwest corner of Lot 22 of Block 20, thence south along the border of Lot 22 of Block 20 across Elk Avenue, thence along the easterly border of Lot 12 of Block 29 of the Town’s public parking lot to the point of beginning.

Such Entertainment District has been established by Resolution No. 10, Series 2014.

(b) Properties may be included or excluded from the Entertainment District by resolutions of the Town Council. By establishing the Entertainment District, the Town authorizes the licensing of designated Common Consumption Areas in which alcoholic beverages may be sold and consumed subject to the requirements of this Article, the Code and the Common Consumption Area Law.

(c) The Local Licensing Authority has the following powers with respect to Common Consumption Areas and Promotional Associations:

- (1) designate one or more Common Consumption Areas;
- (2) certify or decertify a Promotional Association;
- (3) authorize, de-authorize or refuse to authorize or reauthorize a licensee’s attachment of licensed establishment to a Common Consumption Area;

(4) impose reasonable conditions of approval on the licensing of Common Consumption Areas, certification of Promotional Associations or the attachment of licensed establishments to Common Consumption Area; and

(5) exercise all powers necessary to effectuate the purposes of the Common Consumption Area Law.

(d) The standards for Common Consumption Area licenses issued to Promotional Associations shall be in addition to all other standards applicable under this Article, the Code and the Colorado Liquor Code.

(e) Decisions on applications for Common Consumption Areas, Promotional Associations and inclusions and exclusions from the Common Consumption Area shall be made by the Local Licensing Authority within 30 days of receipt of a complete application therefor. A decision to deny any such application by the Local Licensing Authority shall be in writing and shall be provided to the applicant within five business days of the decision having been rendered.

**Sec. 6-7-30. Common Consumption Areas.**

(a) Within the Entertainment District, Common Consumption Areas may be licensed by the Local Licensing Authority upon application by a Promotional Association in conformance with the requirements of this Article and the Colorado Liquor Code.

(b) Promotional Association may submit an application for the designation of a Common Consumption Area on forms provided by the Town Clerk and approved by the Town Attorney in accordance with the following minimum information:

- (1) application and license fees;
- (2) name, address and list of all officers of Promotional Association;
- (3) documentation of how the application addresses the reasonable requirements of the neighborhood or desires of the adult inhabitants;
- (4) the size in terms of acreage or square footage of the Common Consumption Area;
- (5) proposed hours, dates and days of operation of the Common Consumption Area;
- (6) a site plan detailing the proposed Common Consumption Area including, without limitation, the following information: boundaries of the area, location and description of physical barriers, location of all entrances and exits, location of all attached licensed premises and location of signs to be posted notifying customers of the hours of operation and restrictions associated with the Common Consumption Area;

(7) a security plan detailing security arrangements for the Common Consumption Area including but not limited to the following information: evidence of completed liquor training of all serving personnel approved by the Town Clerk and number and location of security personnel during the days and hours of operation of the Common Consumption Area;

(8) signed statement that the Common Consumption Area and all licensed establishments therein can be operated in compliance with this Article, all applicable provisions of this Code and the Colorado Liquor Code;

(9) lease, license or other right evidencing legal authorization for use of the Common Consumption Area; and

(10) proof of insurance of general liability and liquor liability naming the Town of Crested Butte, its elected, officers, employees, agents, attorneys and insurers as additional insureds in a minimum amount of \$1,000,000.00.

(c) An application for establishment of a Common Consumption Area shall be considered at a duly noticed public hearing of the Liquor Licensing Authority based on the following criteria of approval:

(1) there must be at least two licensed establishments attached to a Common Consumption Area;

(2) use of the Common Consumption Area is compatible with the reasonable requirements of the neighborhood or the desires of the adult inhabitants; and

(3) evidence that the Common Consumption Area is clearly delineated maintained using physical barriers to prohibit motor vehicle traffic (except emergency vehicles) and to limit pedestrian access.

(d) A tavern, hotel and restaurant, brew pub, retail gaming tavern or vintner's restaurant Licensee may request attachment to the licensed Common Consumption Area by submitting an application to the Local Licensing Authority with the following information:

(1) Written request and approval from the Promotional Association to allow the Licensee to be attached to a Common Consumption Area.

(2) Confirmation that the Licensee's licensed premises is located within or on the perimeter of the Entertainment District and attached to a Common Consumption Area.

(e) The Local Licensing Authority may reject a Licensee's attachment to a Common Consumption Area if the licensed premises is not within or on the perimeter of the Common Consumption Area and if the Licensee:

(1) fails to obtain consent from the Promotional Association to be attached to a Common Consumption Area;

(2) fails to establish that the licensed premises and Common Consumption Area can be operated without violating this Article or the Common Consumption Law;

(3) creates a public safety risk to the neighborhood in terms of law enforcement call-outs, breaches in securing the perimeter of the Common Consumption Area, unauthorized liquor consumption outside of the Common Consumption Area, noise or nuisance complaints generated from activities within the Common Consumption Area, or similar, documented public safety risks; or

(4) violates Section 12-47-909 of the Colorado Liquor Code.

(f) All renewal applications for Common Consumption Areas shall be submitted to the City Clerk no later than 45 days prior to the date on which the license expires. If there is evidence that the license should not be renewed, the Town Clerk shall set the application for hearing with the Local Licensing Authority.

**Sec. 6-7-30. Promotional Associations.**

(a) For certification and re-certification as a Promotional Association, the following information is required to be submitted to the Town Clerk in conjunction with or prior to application for establishment of a Common Consumption Area:

(1) application fee;

(2) copy of articles of incorporation and bylaws;

(3) list of names of all directors and officers of the Promotional Association;

(4) list of licensed establishments attached to a Common Consumption Area; and

(5) certificates of general liability and liquor liability insurance are provided in the amounts required under this Article.

(b) The Local Licensing Authority may certify a Promotional Association if the following criteria of approval are met:

- (1) the annual reporting requirements have been or will be met;
  - (2) evidence establishes that the Common Consumption Area can be and is operated without violating the Colorado Liquor Code, this Article or other applicable provision of this Code;
  - (3) there are at least two (2) licensed premises attached to a Common Consumption Area; and
  - (4) the required insurance as set forth in this Article is provided and will be continuously maintained.
- (c) A Promotional Association shall apply for annual recertification by March 1 of each year on forms prepared and approved by the Town Clerk.
- (d) The Local Licensing Authority may decertify a Promotional Association subject to the process as provided in Section 12-47-601 of the Colorado Liquor Code.
- (e) Operational Requirements of Promotional Associations.
- (1) The size of the licensed Common Consumption Area shall not be modified except with the approval of the Local Licensing Authority.
  - (2) The Promotional Association shall provide adequate security in terms of personnel, physical barriers, training and similar means, to ensure compliance with the Colorado Liquor Code and to prevent a public safety risk to the neighborhood.
  - (3) The Promotional Association shall post signs at the entrances and exits of the Common Consumption notifying customers of the hours of operation and restrictions associated with the Common Consumption Area.
  - (4) No one shall leave the Common Consumption Area with an unconsumed alcohol beverage.
  - (5) All serving personnel must complete a liquor training program approved by the Town Clerk prior to staffing the Common Consumption Area.

**Sec. 6-7-40. Violations.**

Noncompliance with any provision of this Article or the Common Consumption Law shall be deemed a violation of this Code. Violations of this Article shall be cause for suspension or revocation of the licensed premises, the Common Consumption Area license or decertification of the Promotional Association, as applicable and may be subject to other enforcement provisions set forth in the Code and the Common Consumption Law.

**Sec. 6-7-50. Fees.**

Application, renewal and licensing fees shall be established and amended by resolutions of the Town Council.”

**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 hereby amended, the Crested Butte Municipal Code, as previously amended, shall remain valid and in full force and effect. Any provision of any ordinance previously adopted by the Town Council 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 \_\_\_\_\_, 2014.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS \_\_\_ DAY OF \_\_\_\_\_, 2014.

TOWN OF CRESTED BUTTE, COLORADO

By: \_\_\_\_\_  
Aaron J. Huckstep, Mayor

ATTEST:

\_\_\_\_\_  
Lynelle Stanford, Town Clerk (SEAL)

## Lynelle Stanford

---

**From:** David Ochs [director@cbchamber.com]  
**Sent:** Wednesday, August 20, 2014 3:47 PM  
**To:** Todd Crossett; Lynelle Stanford; Huck Huck Law; Lois Rozman  
**Subject:** Fwd: Smiles!

See below - good to hear!

David Ochs  
Crested Butte/Mt. Crested Butte Chamber of Commerce  
Visitor Centers in CB, Mt. CB, and Gothic  
[director@cbchamber.com](mailto:director@cbchamber.com)  
[www.cbchamber.com](http://www.cbchamber.com)  
970.349.6438



Begin forwarded message:

**From:** Montanya Distillers <[info@montanyadistillers.com](mailto:info@montanyadistillers.com)>  
**Subject:** Smiles!  
**Date:** August 19, 2014 at 3:00:24 PM MDT  
**To:** David Ochs <[director@cbchamber.com](mailto:director@cbchamber.com)>

I thought I should let you know that yesterday was much bigger day than usual at Montanya thanks to all the Town sponsored events on Elk. I thought it worked wonderfully and the open container deal seemed smooth as silk. I just thought you might like to hear that feedback!

Karen

--  
Montanya Distillers, LLC  
212 Elk Avenue, P.O. Box 3086  
Crested Butte, CO 81224

Main Tel: 970-799-3206  
Toll Free: 800-975-6154  
Fax: 970-548-7050  
email: [info@montanyarum.com](mailto:info@montanyarum.com)  
Web: [www.montanyarum.com](http://www.montanyarum.com)

## Lynelle Stanford

---

**From:** David Ochs [director@cbchamber.com]  
**Sent:** Friday, August 15, 2014 9:22 AM  
**To:** Todd Crossett; Lynelle Stanford; Huck Huck Law  
**Subject:** Fwd: Special Entertainment District this coming Tuesday at 7pm

David Ochs  
Crested Butte/Mt. Crested Butte Chamber of Commerce  
Visitor Centers in CB, Mt. CB, and Gothic  
[director@cbchamber.com](mailto:director@cbchamber.com)  
[www.cbchamber.com](http://www.cbchamber.com)  
970.349.6438



Begin forwarded message:

**From:** Dana <[danarose14@yahoo.com](mailto:danarose14@yahoo.com)>  
**Subject:** Re: Special Entertainment District this coming Tuesday at 7pm  
**Date:** August 15, 2014 at 9:12:33 AM MDT  
**To:** Dan <[loftus\\_dan@hotmail.com](mailto:loftus_dan@hotmail.com)>  
**Cc:** Karen Hoskin - Montanya Distillers <[info@montanyadistillers.com](mailto:info@montanyadistillers.com)>, "[marchitelli@msn.com](mailto:marchitelli@msn.com)" <[marchitelli@msn.com](mailto:marchitelli@msn.com)>, Kay Cook <[mtnbhof@yahoo.com](mailto:mtnbhof@yahoo.com)>, Dan Marshall <[daniel@cbchamber.com](mailto:daniel@cbchamber.com)>, Kochevars crestedbutte <[kochevars@gmail.com](mailto:kochevars@gmail.com)>, "[kevin@thelaststeep.com](mailto:kevin@thelaststeep.com)" <[kevin@thelaststeep.com](mailto:kevin@thelaststeep.com)>, Spencer Hestwood <[s\\_hestwood@hotmail.com](mailto:s_hestwood@hotmail.com)>, Frank Stichter <[frank.stichter@imacorp.com](mailto:frank.stichter@imacorp.com)>, Drew Stichter <[pitasinparadise@gmail.com](mailto:pitasinparadise@gmail.com)>, Peter Maxwell <[maxwellcycling@yahoo.com](mailto:maxwellcycling@yahoo.com)>, Chris Ladoulis <[chris@djangos.us](mailto:chris@djangos.us)>, Jamie Timmons <[mcgillsatcb@yahoo.com](mailto:mcgillsatcb@yahoo.com)>, "[dave@coalcreekgrill.com](mailto:dave@coalcreekgrill.com)" <[dave@coalcreekgrill.com](mailto:dave@coalcreekgrill.com)>, Donitas Cantina <[donitas@crestedbutte.net](mailto:donitas@crestedbutte.net)>, kevin hartigan <[kkh33bpeasful@gmail.com](mailto:kkh33bpeasful@gmail.com)>, Robin Joy Yost <[robinjoyyost@gmail.com](mailto:robinjoyyost@gmail.com)>, Drew Stichter <[drew.stichter@gmail.com](mailto:drew.stichter@gmail.com)>, "[thesecretstash@yahoo.com](mailto:thesecretstash@yahoo.com)" <[thesecretstash@yahoo.com](mailto:thesecretstash@yahoo.com)>, "[pwrhouse@rmi.net](mailto:pwrhouse@rmi.net)" <[pwrhouse@rmi.net](mailto:pwrhouse@rmi.net)>, "[davinsjoberg@hotmail.com](mailto:davinsjoberg@hotmail.com)" <[davinsjoberg@hotmail.com](mailto:davinsjoberg@hotmail.com)>, Kyleena Falzone <[kyleenacb@gmail.com](mailto:kyleenacb@gmail.com)>, David Ochs <[director@cbchamber.com](mailto:director@cbchamber.com)>, Todd Crossett <[tcrossett@crestedbutte-co.gov](mailto:tcrossett@crestedbutte-co.gov)>

Lils is in favor!!

Sent from my iPhone

On Aug 15, 2014, at 8:54 AM, Dan <[loftus\\_dan@hotmail.com](mailto:loftus_dan@hotmail.com)> wrote:

I am in favor of the event and the special entertainment district. dan loftus

---

Subject: Re: Special Entertainment District this coming Tuesday at 7pm  
From: [info@montanyadistillers.com](mailto:info@montanyadistillers.com)  
Date: Thu, 14 Aug 2014 21:17:43 -0600  
CC: [mtnbhof@yahoo.com](mailto:mtnbhof@yahoo.com); [daniel@cbchamber.com](mailto:daniel@cbchamber.com); [kochevars@gmail.com](mailto:kochevars@gmail.com); [kevin@thelaststeep.com](mailto:kevin@thelaststeep.com); [s\\_hestwood@hotmail.com](mailto:s_hestwood@hotmail.com); [frank.stichter@imacorp.com](mailto:frank.stichter@imacorp.com); [pitasinparadise@gmail.com](mailto:pitasinparadise@gmail.com); [maxwellcycling@yahoo.com](mailto:maxwellcycling@yahoo.com); [chris@djangos.us](mailto:chris@djangos.us); [danarose14@yahoo.com](mailto:danarose14@yahoo.com); [mcgillsatcb@yahoo.com](mailto:mcgillsatcb@yahoo.com); [loftus\\_dan@hotmail.com](mailto:loftus_dan@hotmail.com); [dave@coalcreekgrill.com](mailto:dave@coalcreekgrill.com); [donitas@crestedbutte.net](mailto:donitas@crestedbutte.net); [kkh33bpeasful@gmail.com](mailto:kkh33bpeasful@gmail.com); [robinjoyyost@gmail.com](mailto:robinjoyyost@gmail.com); [drew.stichter@gmail.com](mailto:drew.stichter@gmail.com); [thesecretstash@yahoo.com](mailto:thesecretstash@yahoo.com); [pwrhouse@rmi.net](mailto:pwrhouse@rmi.net); [davinsjoberg@hotmail.com](mailto:davinsjoberg@hotmail.com); [kyleenacb@gmail.com](mailto:kyleenacb@gmail.com); [director@cbchamber.com](mailto:director@cbchamber.com); TCro

[ssett@crestedbutte-co.gov](mailto:ssett@crestedbutte-co.gov)  
To: [marchitelli@msn.com](mailto:marchitelli@msn.com)

Hello all.

Montanya Distillers will be closed Sept 5-7 at the request of the special event. So we will not be participating in the special entertainment district. If it continues to exist afterward, we are willing to consider joining.

Best of luck all and have fun!

Karen

On Aug 14, 2014, at 1:37 PM, [marchitelli@msn.com](mailto:marchitelli@msn.com) <[marchitelli@msn.com](mailto:marchitelli@msn.com)> wrote:

NOODLE OWNER AND STAFF LOVE IT!!!!

Sent from my HTC One™ X, an AT&T 4G LTE smartphone

----- Reply message -----

From: "Kay Peterson-Cook" <[mtnbhof@yahoo.com](mailto:mtnbhof@yahoo.com)>  
To: "Dan Marshall" <[daniel@cbchamber.com](mailto:daniel@cbchamber.com)>, "Kochevars crestedbutte" <[kochevars@gmail.com](mailto:kochevars@gmail.com)>, "kevin@thelaststeep.com" <[kevin@thelaststeep.com](mailto:kevin@thelaststeep.com)>, "Spencer Hestwood" <[s\\_hestwood@hotmail.com](mailto:s_hestwood@hotmail.com)>, "Frank Stichter" <[frank.stichter@imacorp.com](mailto:frank.stichter@imacorp.com)>, "Drew Stichter" <[pitasinparadise@gmail.com](mailto:pitasinparadise@gmail.com)>, "Peter Maxwell" <[maxwellcycling@yahoo.com](mailto:maxwellcycling@yahoo.com)>, "Karen Hoskin" <[info@montanyadistillers.com](mailto:info@montanyadistillers.com)>, "Chris Ladoulis" <[chris@django.us](mailto:chris@django.us)>, "Dana" <[danarose14@yahoo.com](mailto:danarose14@yahoo.com)>, "Jamie Timmons" <[mcgillsatcb@yahoo.com](mailto:mcgillsatcb@yahoo.com)>, "Dan Loftus" <[loftus\\_dan@hotmail.com](mailto:loftus_dan@hotmail.com)>, "dave@coalcreekgrill.com" <[dave@coalcreekgrill.com](mailto:dave@coalcreekgrill.com)>, "Donitas Cantina" <[donitas@crestedbutte.net](mailto:donitas@crestedbutte.net)>, "[marchitelli@msn.com](mailto:marchitelli@msn.com)" <[marchitelli@msn.com](mailto:marchitelli@msn.com)>, "kevin hartigan" <[kkh33bpeasful@gmail.com](mailto:kkh33bpeasful@gmail.com)>, "Robin Joy Yost" <[robinjoyyost@gmail.com](mailto:robinjoyyost@gmail.com)>, "Drew Stichter" <[drew.stichter@gmail.com](mailto:drew.stichter@gmail.com)>, "[thesecretstash@yahoo.com](mailto:thesecretstash@yahoo.com)" <[thesecretstash@yahoo.com](mailto:thesecretstash@yahoo.com)>, "[pwrhouse@rmi.net](mailto:pwrhouse@rmi.net)" <[pwrhouse@rmi.net](mailto:pwrhouse@rmi.net)>, "[davinsjoberg@hotmail.com](mailto:davinsjoberg@hotmail.com)" <[davinsjoberg@hotmail.com](mailto:davinsjoberg@hotmail.com)>, "Kyleena Falzone" <[kyleenacb@gmail.com](mailto:kyleenacb@gmail.com)>, "David Ochs" <[director@cbchamber.com](mailto:director@cbchamber.com)>, "Todd Crossett" <[TCrossett@crestedbutte-co.gov](mailto:TCrossett@crestedbutte-co.gov)>  
Subject: Special Entertainment District this coming Tuesday at 7pm  
Date: Thu, Aug 14, 2014 1:16 PM

Hi Al, Sounds like if businesses are in favor of this event we need to let the Town Council members know. I will write a letter and send it to all the TC folks...Kay Peterson-Cook, Donita's Cantina

From: Dan Marshall <[daniel@cbchamber.com](mailto:daniel@cbchamber.com)>  
To: Kochevars crestedbutte <[kochevars@gmail.com](mailto:kochevars@gmail.com)>; "kevin@thelaststeep.com" <[kevin@thelaststeep.com](mailto:kevin@thelaststeep.com)>; Spencer Hestwood <[s\\_hestwood@hotmail.com](mailto:s_hestwood@hotmail.com)>; Frank Stichter <[frank.stichter@imacorp.com](mailto:frank.stichter@imacorp.com)>; Drew Stichter <[pitasinparadise@gmail.com](mailto:pitasinparadise@gmail.com)>; Peter Maxwell <[maxwellcycling@yahoo.com](mailto:maxwellcycling@yahoo.com)>; Karen Hoskin <[info@montanyadistillers.com](mailto:info@montanyadistillers.com)>; Chris Ladoulis <[chris@django.us](mailto:chris@django.us)>; Dana <[danarose14@yahoo.com](mailto:danarose14@yahoo.com)>; Jamie Timmons <[mcgillsatcb@yahoo.com](mailto:mcgillsatcb@yahoo.com)>; Dan Loftus <[loftus\\_dan@hotmail.com](mailto:loftus_dan@hotmail.com)>; "dave@coalcreekgrill.com" <[dave@coalcreekgrill.com](mailto:dave@coalcreekgrill.com)>; Donitas Cantina <[donitas@crestedbutte.net](mailto:donitas@crestedbutte.net)>; Kay Peterson-Cook <[mtnbhof@yahoo.com](mailto:mtnbhof@yahoo.com)>; "[marchitelli@msn.com](mailto:marchitelli@msn.com)" <[marchitelli@msn.com](mailto:marchitelli@msn.com)>; kevin hartigan <[kkh33bpeasful@gmail.com](mailto:kkh33bpeasful@gmail.com)>; Robin Joy Yost <[robinjoyyost@gmail.com](mailto:robinjoyyost@gmail.com)>; Drew Stichter <[drew.stichter@gmail.com](mailto:drew.stichter@gmail.com)>; "[thesecretstash@yahoo.com](mailto:thesecretstash@yahoo.com)" <[thesecretstash@yahoo.com](mailto:thesecretstash@yahoo.com)>; "[pwrhouse@rmi.net](mailto:pwrhouse@rmi.net)" <[pwrhouse@rmi.net](mailto:pwrhouse@rmi.net)>; "[davinsjoberg@hotmail.com](mailto:davinsjoberg@hotmail.com)" <[davinsjoberg@hotmail.com](mailto:davinsjoberg@hotmail.com)>; Kyleena Falzone <[kyleenacb@gmail.com](mailto:kyleenacb@gmail.com)>; David Ochs <[director@cbchamber.com](mailto:director@cbchamber.com)>; Todd Crossett <[TCrossett@crestedbutte-co.gov](mailto:TCrossett@crestedbutte-co.gov)>  
Sent: Tuesday, August 5, 2014 2:22 PM  
Subject: Special Entertainment District this coming Tuesday at 7pm

Special Entertainment District will be discussed tonight Tuesday at 7pm in CB Town Council Chambers..

I encourage as many as possible to please make an effort to show up in support of this effort. I understand that staffing (lack of) may cause you to not able to make it. If you unable to make

please contact a council member to express your support of the creation of this new district. This approach will be beneficial for sure. I have also attached a draft of a letter that you may personalize and send off to councilmen if needed.

My new cell number is (970) 404-0056 - don't hesitate to reach out and let me know if you reached out to council and/or are able to make it tonight.

Attached is our agenda and a couple of other docs.

Thanks so much for your help!

Best,

Dano

Home Phone Cell Phone P.O. Box E-Mail Date Elected Term Expires

Aaron Huckstep  
MAYOR Office

349-2009  
596-3304

2985  
[Huck@crestedbutte-co.gov](mailto:Huck@crestedbutte-co.gov)  
11/13  
11/15

David Owen  
349-1052

69  
[Davidkowen@crestedbutte-co.gov](mailto:Davidkowen@crestedbutte-co.gov)  
11/11  
11/15

Shaun Matusiewicz

(970) 703-3366  
2773  
[Shaun@crestedbutte-co.gov](mailto:Shaun@crestedbutte-co.gov)  
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11/15

Jim Schmidt

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7356

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755  
[Jschmidt@crestedbutte-co.gov](mailto:Jschmidt@crestedbutte-co.gov)

11/13  
11/17

Chris Ladoulis

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2824  
[cladoulis@crestedbutte-co.gov](mailto:cladoulis@crestedbutte-co.gov)  
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11/17

Roland Mason

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209-7548

2465

[Rmason@crestedbutte-co.gov](mailto:Rmason@crestedbutte-co.gov)

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11/17

Glenn Michel

349-1151

3241

[GlennMichel@crestedbutte-co.gov](mailto:GlennMichel@crestedbutte-co.gov)

11/11

11/15

Daniel Marshall

Special Project Manager

Town of Crested Butte

Town of Mt.. Crested Butte

[p] (970) 349-6438

[c] (970) 404-0056

P.O. Box 1923

Crested Butte, Colorado

81224 U.S.A.

## Lynelle Stanford

---

**From:** David Ochs [director@cbchamber.com]  
**Sent:** Friday, August 15, 2014 12:33 PM  
**To:** Todd Crossett; Lynelle Stanford; Huck Huck Law  
**Subject:** Fwd: Special Entertainment District this coming Tuesday at 7pm

Pitas and all the Stichters are all in!!

On Aug 15, 2014, at 12:22 PM, "kevin hartigan" <[kkh33bpeasful@gmail.com](mailto:kkh33bpeasful@gmail.com)> wrote:

The Last Steep and the Hartigan's are in full support of the special entertainment district  
Thank you!

On Friday, August 15, 2014, Dan <[loftus\\_dan@hotmail.com](mailto:loftus_dan@hotmail.com)> wrote:  
I am in favor of the event and the special entertainment district. dan loftus

Hello all.

Montanya Distillers will be closed Sept 5-7 at the request of the special event. So we will not be participating in the special entertainment district. If it continues to exist afterward, we are willing to consider joining.

Best of luck all and have fun!

Karen

On Aug 14, 2014, at 1:37 PM, [marchitelli@msn.com](mailto:marchitelli@msn.com) <[marchitelli@msn.com](mailto:marchitelli@msn.com)> wrote:

NOODLE OWNER AND STAFF LOVE IT!!!!

Sent from my HTC One™ X, an AT&T 4G LTE smartphone

**Frank Stichter, MHP**  
Director, Insurance and Benefits  
NPN 967586

IMA, Inc.  
427 Belleview Avenue, Suite 202  
PO Box 164  
Crested Butte, CO 81224  
970-349-7707 direct phone  
303-615-8698 direct fax  
970-989-8577 mobile

[frank.stichter@imacorp.com](mailto:frank.stichter@imacorp.com)

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----- Reply message -----

From: "Kay Peterson-Cook" <[mtnbhof@yahoo.com](mailto:mtnbhof@yahoo.com)>  
To: "Dan Marshall" <[daniel@cbchamber.com](mailto:daniel@cbchamber.com)>, "Kochevars crestedbutte" <[kochevars@gmail.com](mailto:kochevars@gmail.com)>, "[kevin@thelaststeep.com](mailto:kevin@thelaststeep.com)" <[kevin@thelaststeep.com](mailto:kevin@thelaststeep.com)>, "Spencer Hestwood" <[s\\_hestwood@hotmail.com](mailto:s_hestwood@hotmail.com)>, "Frank Stichter" <[frank.stichter@imacorp.com](mailto:frank.stichter@imacorp.com)>, "Drew Stichter" <[pitasinparadise@gmail.com](mailto:pitasinparadise@gmail.com)>, "Peter Maxwell" <[maxwellcycling@yahoo.com](mailto:maxwellcycling@yahoo.com)>, "Karen Hoskin" <[info@montanyadistillers.com](mailto:info@montanyadistillers.com)>, "Chris Ladoulis" <[chris@djangos.us](mailto:chris@djangos.us)>, "Dana" <[danarose14@yahoo.com](mailto:danarose14@yahoo.com)>, "Jamie Timmons" <[mcgillsatcb@yahoo.com](mailto:mcgillsatcb@yahoo.com)>, "Dan Loftus" <[loftus\\_dan@hotmail.com](mailto:loftus_dan@hotmail.com)>, "[dave@coalcreekgrill.com](mailto:dave@coalcreekgrill.com)" <[dave@coalcreekgrill.com](mailto:dave@coalcreekgrill.com)>, "Donitas Cantina" <[donitas@crestedbutte.net](mailto:donitas@crestedbutte.net)>, "[marchitelli@msn.com](mailto:marchitelli@msn.com)" <[marchitelli@msn.com](mailto:marchitelli@msn.com)>, "kevin hartigan" <[kkh33bpeasful@gmail.com](mailto:kkh33bpeasful@gmail.com)>, "Robin Joy Yost" <[robinjoyyost@gmail.com](mailto:robinjoyyost@gmail.com)>, "Drew Stichter" <[drew.stichter@gmail.com](mailto:drew.stichter@gmail.com)>, "[thesecretstash@yahoo.com](mailto:thesecretstash@yahoo.com)" <[thesecretstash@yahoo.com](mailto:thesecretstash@yahoo.com)>, "[pwrhouse@rmi.net](mailto:pwrhouse@rmi.net)" <[pwrhouse@rmi.net](mailto:pwrhouse@rmi.net)>, "[davinsjoberg@hotmail.com](mailto:davinsjoberg@hotmail.com)" <[davinsjoberg@hotmail.com](mailto:davinsjoberg@hotmail.com)>, "Kyleena Falzone" <[kyleenacb@gmail.com](mailto:kyleenacb@gmail.com)>, "David Ochs" <[director@cbchamber.com](mailto:director@cbchamber.com)>, "Todd Crossett" <[TCrossett@crestedbutte-co.gov](mailto:TCrossett@crestedbutte-co.gov)>  
Subject: Special Entertainment District this coming Tuesday at 7pm  
Date: Thu, Aug 14, 2014 1:16 PM

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to let the Town Council members know. I will write a letter and send it to all the TC folks...Kay Peterson-Cook, Donita's Cantina

---

From: Dan Marshall <daniel@cbchamber.com>  
To: Kochevars crestedbutte <kochevars@gmail.com>;  
"kevin@thelaststeep.com" <kevin@thelaststeep.com>; Spencer  
Hestwood <s\_hestwood@hotmail.com>; Frank Stichter  
<frank.stichter@imacorp.com>; Drew Stichter  
<pitasinparadise@gmail.com>; Peter Maxwell  
<maxwellcycling@yahoo.com>; Karen Hoskin  
<info@montanyadistillers.com>; Chris Ladoulis  
<chris@djangos.us>; Dana <danarose14@yahoo.com>; Jamie  
Timmons <mcgillsatcb@yahoo.com>; Dan Loftus  
<loftus\_dan@hotmail.com>; "dave@coalcreekg grill.com"  
<dave@coalcreekg grill.com>; Donitas Cantina  
<donitas@crestedbutte.net>; Kay Peterson-Cook  
<mtnbhof@yahoo.com>; "marchitelli@msn.com"  
<marchitelli@msn.com>; kevin hartigan  
<kkh33bpeasful@gmail.com>; Robin Joy Yost  
<robinjoyyost@gmail.com>; Drew Stichter  
<drew.stichter@gmail.com>; "theseecretstash@yahoo.com"  
<theseecretstash@yahoo.com>; "pwrhouse@rmi.net"  
<pwrhouse@rmi.net>; "davinsjoberg@hotmail.com"  
<davinsjoberg@hotmail.com>; Kyleena Falzone  
<kyleenacb@gmail.com>; David Ochs  
<director@cbchamber.com>; Todd Crossett  
<TCrossett@crestedbutte-co.gov>  
Sent: Tuesday, August 5, 2014 2:22 PM  
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Attached is our agenda and a couple of other docs.

Thanks so much for your help!

Best,

Dano

Home Phone Cell Phone P.O. Box E-Mail Date Elected Term Expires

Aaron Huckstep  
MAYOR Office

349-2009  
596-3304

2985  
[Huck@crestedbutte-co.gov](mailto:Huck@crestedbutte-co.gov)  
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11/15

David Owen  
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11/15

Shaun Matuszewicz

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Jim Schmidt

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11/17

Chris Ladoulis

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11/17

Roland Mason

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2465

[Rmason@crestedbutte-co.gov](mailto:Rmason@crestedbutte-co.gov)

11/13

11/17

Glenn Michel

349-1151

3241

[GlennMichel@crestedbutte-co.gov](mailto:GlennMichel@crestedbutte-co.gov)

11/11

11/15

Daniel Marshall  
Special Project Manager  
Town of Crested Butte  
Town of Mt.. Crested Butte

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[kevin@thelaststeep.com](mailto:kevin@thelaststeep.com)

## Lynelle Stanford

---

**From:** David Ochs [director@cbchamber.com]  
**Sent:** Friday, August 15, 2014 12:33 PM  
**To:** Huck Huck Law; Lynelle Stanford; Todd Crossett  
**Subject:** Fwd: Special Entertainment District this coming Tuesday at 7pm

The Last Steep and the Hartigan's are in full support of the special entertainment district  
Thank you!

On Friday, August 15, 2014, Dan <loftus\_dan@hotmail.com> wrote:  
I am in favor of the event and the special entertainment district. dan loftus

Hello all.

Montanya Distillers will be closed Sept 5-7 at the request of the special event. So we will not be participating in the special entertainment district. If it continues to exist afterward, we are willing to consider joining.

Best of luck all and have fun!

Karen

On Aug 14, 2014, at 1:37 PM, marchitelli@msn.com <marchitelli@msn.com> wrote:

**NOODLE OWNER AND STAFF LOVE IT!!!!**

Sent from my HTC One™ X, an AT&T 4G LTE smartphone

----- Reply message -----

From: "Kay Peterson-Cook" <mtnbhof@yahoo.com>  
To: "Dan Marshall" <daniel@cbchamber.com>, "Kochevars crestedbutte" <kochevars@gmail.com>, "kevin@thelaststeep.com" <kevin@thelaststeep.com>, "Spencer Hestwood" <s\_hestwood@hotmail.com>, "Frank Stichter" <frank.stichter@imacorp.com>, "Drew Stichter" <pitasinparadise@gmail.com>, "Peter Maxwell" <maxwellcycling@yahoo.com>, "Karen Hoskin" <info@montanyadistillers.com>, "Chris Ladoulis" <chris@djangos.us>, "Dana" <danarose14@yahoo.com>, "Jamie Timmons" <mcgillsatcb@yahoo.com>, "Dan Loftus" <loftus\_dan@hotmail.com>, "dave@coalcreekgrill.com" <dave@coalcreekgrill.com>, "Donitas Cantina" <donitas@crestedbutte.net>, "marchitelli@msn.com" <marchitelli@msn.com>, "kevin hartigan" <kkh33bpeasful@gmail.com>, "Robin Joy Yost" <robinjoyyost@gmail.com>, "Drew Stichter" <drew.stichter@gmail.com>, "thesecretstash@yahoo.com"

<thesecretstash@yahoo.com>, "pwrhouse@rmi.net"  
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<davinsjoberg@hotmail.com>, "Kyleena Falzone"  
<kyleenacb@gmail.com>, "David Ochs" <director@cbchamber.com>,  
"Todd Crossett" <TCrossett@crestedbutte-co.gov>  
Subject: Special Entertainment District this coming Tuesday at 7pm  
Date: Thu, Aug 14, 2014 1:16 PM

Hi Al, Sounds like if businesses are in favor of this event we need to let the Town Council members know. I will write a letter and send it to all the TC folks...Kay Peterson-Cook, Donita's Cantina

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From: Dan Marshall <daniel@cbchamber.com>  
To: Kochevars crestedbutte <kochevars@gmail.com>; "kevin@thelaststeep.com" <kevin@thelaststeep.com>; Spencer Hestwood <s\_hestwood@hotmail.com>; Frank Stichter <frank.stichter@imacorp.com>; Drew Stichter <pitasinparadise@gmail.com>; Peter Maxwell <maxwellcycling@yahoo.com>; Karen Hoskin <info@montanyadistillers.com>; Chris Ladoulis <chris@djangos.us>; Dana <danarose14@yahoo.com>; Jamie Timmons <mcgillsatcb@yahoo.com>; Dan Loftus <loftus\_dan@hotmail.com>; "dave@coalcreekgrill.com" <dave@coalcreekgrill.com>; Donitas Cantina <donitas@crestedbutte.net>; Kay Peterson-Cook <mtnbhof@yahoo.com>; "marchitelli@msn.com" <marchitelli@msn.com>; kevin hartigan <kkh33bpeasful@gmail.com>; Robin Joy Yost <robinjoyyost@gmail.com>; Drew Stichter <drew.stichter@gmail.com>; "thesecretstash@yahoo.com" <thesecretstash@yahoo.com>; "pwrhouse@rmi.net" <pwrhouse@rmi.net>; "davinsjoberg@hotmail.com" <davinsjoberg@hotmail.com>; Kyleena Falzone <kyleenacb@gmail.com>; David Ochs <director@cbchamber.com>; Todd Crossett <TCrossett@crestedbutte-co.gov>  
Sent: Tuesday, August 5, 2014 2:22 PM  
Subject: Special Entertainment District this coming Tuesday at 7pm

Special Entertainment District will be discussed tonight Tuesday at 7pm in CB Town Council Chambers..

I encourage as many as possible to please make an effort to show up in support of this effort. I understand that staffing (lack of) may cause you to not able to make it. If you unable to make please contact a council member to express your support of the creation of this new district. This approach will be beneficial for sure. I have also attached a draft of a letter that you may personalize and send off to councilmen if needed.

My new cell number is (970) 404-0056 - don't hesitate to reach out and let me know if you reached out to council and/or are able to make it tonight.

Attached is our agenda and a couple of other docs.

Thanks so much for your help!

Best,

Dano

Home Phone Cell Phone P.O. Box E-Mail Date Elected Term Expires

Aaron Huckstep  
MAYOR Office

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Glenn Michel

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Daniel Marshall

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[kevin@thelaststeep.com](mailto:kevin@thelaststeep.com)

## Lynelle Stanford

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**From:** David Ochs [director@cbchamber.com]  
**Sent:** Friday, August 15, 2014 8:58 AM  
**To:** Huck Huck Law; Lynelle Stanford; Todd Crossett  
**Subject:** Fwd: Special Entertainment District this coming Tuesday at 7pm

David Ochs  
Crested Butte/Mt. Crested Butte Chamber of Commerce  
Visitor Centers in CB, Mt. CB, and Gothic  
[director@cbchamber.com](mailto:director@cbchamber.com)  
[www.cbchamber.com](http://www.cbchamber.com)  
970.349.6438



Begin forwarded message:

**From:** Dan <[loftus\\_dan@hotmail.com](mailto:loftus_dan@hotmail.com)>  
**Subject:** RE: Special Entertainment District this coming Tuesday at 7pm  
**Date:** August 15, 2014 at 8:54:32 AM MDT  
**To:** Karen Hoskin - Montanya Distillers <[info@montanyadistillers.com](mailto:info@montanyadistillers.com)>, "[marchitelli@msn.com](mailto:marchitelli@msn.com)" <[marchitelli@msn.com](mailto:marchitelli@msn.com)>  
**Cc:** Kay Cook <[mtnbhof@yahoo.com](mailto:mtnbhof@yahoo.com)>, Dan Marshall <[daniel@cbchamber.com](mailto:daniel@cbchamber.com)>, Kochevars crestedbutte <[kochevars@gmail.com](mailto:kochevars@gmail.com)>, "[kevin@thelaststeep.com](mailto:kevin@thelaststeep.com)" <[kevin@thelaststeep.com](mailto:kevin@thelaststeep.com)>, Spencer Hestwood <[s\\_hestwood@hotmail.com](mailto:s_hestwood@hotmail.com)>, Frank Stichter <[frank.stichter@imacorp.com](mailto:frank.stichter@imacorp.com)>, Drew Stichter <[pitasinparadise@gmail.com](mailto:pitasinparadise@gmail.com)>, Peter Maxwell <[maxwellcycling@yahoo.com](mailto:maxwellcycling@yahoo.com)>, Chris Ladoulis <[chris@djangos.us](mailto:chris@djangos.us)>, Dana <[danarose14@yahoo.com](mailto:danarose14@yahoo.com)>, Jamie Timmons <[mcgillsatch@yahoo.com](mailto:mcgillsatch@yahoo.com)>, "[dave@coalcreekgrill.com](mailto:dave@coalcreekgrill.com)" <[dave@coalcreekgrill.com](mailto:dave@coalcreekgrill.com)>, Donitas Cantina <[donitas@crestedbutte.net](mailto:donitas@crestedbutte.net)>, kevin hartigan <[kkh33bpeasful@gmail.com](mailto:kkh33bpeasful@gmail.com)>, Robin Joy Yost <[robinjoyyost@gmail.com](mailto:robinjoyyost@gmail.com)>, Drew Stichter <[drew.stichter@gmail.com](mailto:drew.stichter@gmail.com)>, "[thesecretstash@yahoo.com](mailto:thesecretstash@yahoo.com)" <[thesecretstash@yahoo.com](mailto:thesecretstash@yahoo.com)>, "[pwrhouse@rmi.net](mailto:pwrhouse@rmi.net)" <[pwrhouse@rmi.net](mailto:pwrhouse@rmi.net)>, "[davinsjoberg@hotmail.com](mailto:davinsjoberg@hotmail.com)" <[davinsjoberg@hotmail.com](mailto:davinsjoberg@hotmail.com)>, Kyleena Falzone <[kyleenacb@gmail.com](mailto:kyleenacb@gmail.com)>, David Ochs <[director@cbchamber.com](mailto:director@cbchamber.com)>, Todd Crossett <[tcrossett@crestedbutte-co.gov](mailto:tcrossett@crestedbutte-co.gov)>

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---

Subject: Re: Special Entertainment District this coming Tuesday at 7pm

From: [info@montanyadistillers.com](mailto:info@montanyadistillers.com)

Date: Thu, 14 Aug 2014 21:17:43 -0600

CC: [mtnbhof@yahoo.com](mailto:mtnbhof@yahoo.com); [daniel@cbchamber.com](mailto:daniel@cbchamber.com); [kochevars@gmail.com](mailto:kochevars@gmail.com); [kevin@thelaststeep.com](mailto:kevin@thelaststeep.com); [s\\_hestwood@hotmail.com](mailto:s_hestwood@hotmail.com); [frank.stichter@imacorp.com](mailto:frank.stichter@imacorp.com); [pitasinparadise@gmail.com](mailto:pitasinparadise@gmail.com); [maxwellcycling@yahoo.com](mailto:maxwellcycling@yahoo.com); [chris@djangos.us](mailto:chris@djangos.us); [danarose14@yahoo.com](mailto:danarose14@yahoo.com); [mcgillsatch@yahoo.com](mailto:mcgillsatch@yahoo.com); [loftus\\_dan@hotmail.com](mailto:loftus_dan@hotmail.com); [dave@coalcreekgrill.com](mailto:dave@coalcreekgrill.com); [donitas@crestedbutte.net](mailto:donitas@crestedbutte.net); [kkh33bpeasful@gmail.com](mailto:kkh33bpeasful@gmail.com); [robinjoyyost@gmail.com](mailto:robinjoyyost@gmail.com); [drew.stichter@gmail.com](mailto:drew.stichter@gmail.com); [thesecretstash@yahoo.com](mailto:thesecretstash@yahoo.com); [pwrhouse@rmi.net](mailto:pwrhouse@rmi.net); [davinsjoberg@hotmail.com](mailto:davinsjoberg@hotmail.com); [kyleenacb@gmail.com](mailto:kyleenacb@gmail.com)

[m;director@cbchamber.com](mailto:m;director@cbchamber.com); [TCrossett@crestedbutte-co.gov](mailto:TCrossett@crestedbutte-co.gov)

To: [marchitelli@msn.com](mailto:marchitelli@msn.com)

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Date: Thu, Aug 14, 2014 1:16 PM

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Sent: Tuesday, August 5, 2014 2:22 PM

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Attached is our agenda and a couple of other docs.

Thanks so much for your help!

Best,

Dano

Home Phone Cell Phone P.O. Box E-Mail Date Elected Term Expires

Aaron Huckstep  
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Daniel Marshall

Special Project Manager

Town of Crested Butte

Town of Mt.. Crested Butte

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[c] (970) 404-0056

P.O. Box 1923

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81224 U.S.A.

## Lynelle Stanford

---

**From:** Chris Ladoulis [chris@djangos.us]  
**Sent:** Thursday, August 14, 2014 1:42 PM  
**To:** Lynelle Stanford; Aaron Huckstep; Chris Ladoulis  
**Subject:** Fwd: Special Entertainment District this coming Tuesday at 7pm

Begin forwarded message:

**From:** [marchitelli@msn.com](mailto:marchitelli@msn.com) <[marchitelli@msn.com](mailto:marchitelli@msn.com)>  
**Date:** August 14, 2014 at 1:37:09 PM MDT  
**To:** Kay Cook <[mtnbhof@yahoo.com](mailto:mtnbhof@yahoo.com)>, Dan Marshall <[daniel@cbchamber.com](mailto:daniel@cbchamber.com)>, Kochevars crestedbutte <[kochevars@gmail.com](mailto:kochevars@gmail.com)>, [kevin@thelaststeep.com](mailto:kevin@thelaststeep.com) <[kevin@thelaststeep.com](mailto:kevin@thelaststeep.com)>, Spencer Hestwood <[s\\_hestwood@hotmail.com](mailto:s_hestwood@hotmail.com)>, Frank Stichter <[frank.stichter@imacorp.com](mailto:frank.stichter@imacorp.com)>, Drew Stichter <[pitasinparadise@gmail.com](mailto:pitasinparadise@gmail.com)>, Peter Maxwell <[maxwellcycling@yahoo.com](mailto:maxwellcycling@yahoo.com)>, Karen Hoskin <[info@montanyadistillers.com](mailto:info@montanyadistillers.com)>, Chris Ladoulis <[chris@djangos.us](mailto:chris@djangos.us)>, Dana <[danarose14@yahoo.com](mailto:danarose14@yahoo.com)>, Jamie Timmons <[mcgillsatcb@yahoo.com](mailto:mcgillsatcb@yahoo.com)>, Dan Loftus <[loftus\\_dan@hotmail.com](mailto:loftus_dan@hotmail.com)>, [dave@coalcreekgrill.com](mailto:dave@coalcreekgrill.com) <[dave@coalcreekgrill.com](mailto:dave@coalcreekgrill.com)>, Donitas Cantina <[donitas@crestedbutte.net](mailto:donitas@crestedbutte.net)>, [kevin hartigan](mailto:kevinhartigan@gmail.com) <[kkh33bpeasful@gmail.com](mailto:kkh33bpeasful@gmail.com)>, Robin Joy Yost <[robinjoyyost@gmail.com](mailto:robinjoyyost@gmail.com)>, Drew Stichter <[drew.stichter@gmail.com](mailto:drew.stichter@gmail.com)>, [thesecretstash@yahoo.com](mailto:thesecretstash@yahoo.com) <[thesecretstash@yahoo.com](mailto:thesecretstash@yahoo.com)>, [pwrhouse@rmi.net](mailto:pwrhouse@rmi.net) <[pwrhouse@rmi.net](mailto:pwrhouse@rmi.net)>, [davinsjoberg@hotmail.com](mailto:davinsjoberg@hotmail.com) <[davinsjoberg@hotmail.com](mailto:davinsjoberg@hotmail.com)>, Kyleena Falzone <[kyleenacb@gmail.com](mailto:kyleenacb@gmail.com)>, David Ochs <[director@cbchamber.com](mailto:director@cbchamber.com)>, Todd Crossett <[TCrossett@crestedbutte-co.gov](mailto:TCrossett@crestedbutte-co.gov)>  
**Subject: Re: Special Entertainment District this coming Tuesday at 7pm**

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Sent from my HTC One™ X, an AT&T 4G LTE smartphone

----- Reply message -----

**From:** "Kay Peterson-Cook" <[mtnbhof@yahoo.com](mailto:mtnbhof@yahoo.com)>  
**To:** "Dan Marshall" <[daniel@cbchamber.com](mailto:daniel@cbchamber.com)>, "Kochevars crestedbutte" <[kochevars@gmail.com](mailto:kochevars@gmail.com)>, "[kevin@thelaststeep.com](mailto:kevin@thelaststeep.com)" <[kevin@thelaststeep.com](mailto:kevin@thelaststeep.com)>, "Spencer Hestwood" <[s\\_hestwood@hotmail.com](mailto:s_hestwood@hotmail.com)>, "Frank Stichter" <[frank.stichter@imacorp.com](mailto:frank.stichter@imacorp.com)>, "Drew Stichter" <[pitasinparadise@gmail.com](mailto:pitasinparadise@gmail.com)>, "Peter Maxwell" <[maxwellcycling@yahoo.com](mailto:maxwellcycling@yahoo.com)>, "Karen Hoskin" <[info@montanyadistillers.com](mailto:info@montanyadistillers.com)>, "Chris Ladoulis" <[chris@djangos.us](mailto:chris@djangos.us)>, "Dana" <[danarose14@yahoo.com](mailto:danarose14@yahoo.com)>, "Jamie Timmons" <[mcgillsatcb@yahoo.com](mailto:mcgillsatcb@yahoo.com)>, "Dan Loftus" <[loftus\\_dan@hotmail.com](mailto:loftus_dan@hotmail.com)>, "[dave@coalcreekgrill.com](mailto:dave@coalcreekgrill.com)" <[dave@coalcreekgrill.com](mailto:dave@coalcreekgrill.com)>, "Donitas Cantina" <[donitas@crestedbutte.net](mailto:donitas@crestedbutte.net)>, "[marchitelli@msn.com](mailto:marchitelli@msn.com)" <[marchitelli@msn.com](mailto:marchitelli@msn.com)>, "kevin hartigan" <[kkh33bpeasful@gmail.com](mailto:kkh33bpeasful@gmail.com)>, "Robin Joy Yost" <[robinjoyyost@gmail.com](mailto:robinjoyyost@gmail.com)>, "Drew Stichter" <[drew.stichter@gmail.com](mailto:drew.stichter@gmail.com)>, "[thesecretstash@yahoo.com](mailto:thesecretstash@yahoo.com)" <[thesecretstash@yahoo.com](mailto:thesecretstash@yahoo.com)>, "[pwrhouse@rmi.net](mailto:pwrhouse@rmi.net)" <[pwrhouse@rmi.net](mailto:pwrhouse@rmi.net)>, "[davinsjoberg@hotmail.com](mailto:davinsjoberg@hotmail.com)" <[davinsjoberg@hotmail.com](mailto:davinsjoberg@hotmail.com)>, "Kyleena Falzone" <[kyleenacb@gmail.com](mailto:kyleenacb@gmail.com)>, "David Ochs" <[director@cbchamber.com](mailto:director@cbchamber.com)>, "Todd Crossett" <[TCrossett@crestedbutte-co.gov](mailto:TCrossett@crestedbutte-co.gov)>  
**Subject:** Special Entertainment District this coming Tuesday at 7pm

Date: Thu, Aug 14, 2014 1:16 PM

Hi Al, Sounds like if businesses are in favor of this event we need to let the Town Council members know. I will write a letter and send it to all the TC folks...Kay Peterson-Cook, Donita's Cantina

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From: Dan Marshall <daniel@cbchamber.com>  
To: Kochevars crestedbutte <kochevars@gmail.com>; "kevin@thelaststeep.com" <kevin@thelaststeep.com>; Spencer Hestwood <s\_hestwood@hotmail.com>; Frank Stichter <frank.stichter@imacorp.com>; Drew Stichter <pitasinparadise@gmail.com>; Peter Maxwell <maxwellcycling@yahoo.com>; Karen Hoskin <info@montanyadistillers.com>; Chris Ladoulis <chris@djangos.us>; Dana <danarose14@yahoo.com>; Jamie Timmons <mcgillsatcb@yahoo.com>; Dan Loftus <loftus\_dan@hotmail.com>; "dave@coalcreekgrill.com" <dave@coalcreekgrill.com>; Donitas Cantina <donitas@crestedbutte.net>; Kay Peterson-Cook <mtnbhof@yahoo.com>; "marchitelli@msn.com" <marchitelli@msn.com>; kevin hartigan <kkh33bpeasful@gmail.com>; Robin Joy Yost <robinjoyyost@gmail.com>; Drew Stichter <drew.stichter@gmail.com>; "thesecretstash@yahoo.com" <thesecretstash@yahoo.com>; "pwrhouse@rmi.net" <pwrhouse@rmi.net>; "davinsjoberg@hotmail.com" <davinsjoberg@hotmail.com>; Kyleena Falzone <kyleenacb@gmail.com>; David Ochs <director@cbchamber.com>; Todd Crossett <TCrossett@crestedbutte-co.gov>  
Sent: Tuesday, August 5, 2014 2:22 PM  
Subject: Special Entertainment District this coming Tuesday at 7pm

Special Entertainment District will be discussed tonight Tuesday at 7pm in CB Town Council Chambers..

I encourage as many as possible to please make an effort to show up in support of this effort. I understand that staffing (lack of) may cause you to not able to make it. If you unable to make please contact a council member to express your support of the creation of this new district. This approach will be beneficial for sure. I have also attached a draft of a letter that you may personalize and send off to councilmen if needed.

My new cell number is (970) 404-0056 - don't hesitate to reach out and let me know if you reached out to council and/or are able to make it tonight.

Attached is our agenda and a couple of other docs.

Thanks so much for your help!

Best,

Dano

Home Phone Cell Phone P.O. Box E-Mail Date Elected Term Expires

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Daniel Marshall  
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**MEMORANDUM**

**\*\*\*Non Attorney-Client Privileged and Confidential Communication\*\*\***

**TO:** Town Council

**FROM:** John D. Belkin, Town Attorney

**CC:** Todd Crossett, Town Manager

**RE:** Resolution No. 10, Series 2014 – Creating an Entertainment District

**DATE:** August 22, 2014

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- Enclosed in your Town Council meeting packets is Resolution No. 10, Series 2014 creating the Entertainment District adjoining the Elk Avenue business corridor between First and Fourth Streets pursuant to C.R.S., § 12-47-301. These resolutions establish the Entertainment District and its boundaries.
- As is set forth in the ordinance creating the regulations for the Entertainment District, Ordinance No. 10, Series 2014, also in your meeting packets set forth public hearing, the common consumption area is approved by separate action of the Town Council acting as the Local Licensing Authority.
- **RECOMMENDED ACTION:**
  - Assuming that the Town Council has approved Ordinance No. 10, I recommend that you adopted the resolutions.
  - If the Town Council continues Ordinance No. 10, then the Town Council should likewise table discussion of the resolutions to the same date.
  - If, however, the Town Council does not adopt Ordinance No. 10, then there is no reason to discuss the resolutions.
- Please call me if you have any questions or otherwise regarding the topics addressed in this memorandum. Thank you.

**RESOLUTION NO. 10**

**SERIES NO. 2014**

**RESOLUTIONS OF THE CRESTED BUTTE TOWN  
COUNCIL CREATING AN ENTERTAINMENT  
DISTRICT AUTHORIZED BY C.R.S., § 12-47-301**

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

WHEREAS, the Town staff has researched creating an “Entertainment District” authorized by C.R.S., § 12-47-301 adjoining the Elk Avenue business corridor between First and Fourth Streets;

WHEREAS, creating an Entertainment District would allow the consumption of alcoholic beverages in a common consumption area if the Town Council, acting as the Local Licensing Authority under Colorado law, authorizes the same;

WHEREAS, based on its research in creating an Entertainment District, the Town staff has recommended that the Town Council create such an Entertainment District between First and Fourth Streets in order to allow the consumption of alcohol in a common consumption area for certain special events and other functions planned by the taverns, hotels, restaurants and brew pubs in Crested Butte;

WHEREAS, the Town Council, upon Town staff recommendation, has proposed an Entertainment District on the Elk Avenue business corridor between First and Fourth Streets that is less than 100 acres and has at least 20,000 square feet of adjacent premises licensed as taverns, hotels, restaurants and brew pubs;

WHEREAS, the Town Council finds that the creation of an Entertainment District on the Elk Avenue business corridor between First and Fourth Streets will enhance the community’s quality of life and opportunities to engage in more activities, uses, events and socializing in the historic downtown and will enhance the economic vitality of downtown retail shops, taverns, hotels, restaurants, brew pubs and other businesses; and

WHEREAS, for the foregoing reasons, the Town Council’s creation of an Entertainment District on the Elk Avenue business corridor between First and Fourth Streets is in the best interest of the health, safety and welfare of the residents and visitors of Crested Butte.

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

1. **Findings.** The Town Council hereby finds that creating an Entertainment District on the Elk Avenue business corridor between First and Fourth Streets is in the best interest of the health, safety and welfare of the residents and visitors of Crested Butte for the reasons described in the recitals set forth above.

2. **Creation of Entertainment District.** An Entertainment District under C.R.S., § 12-47-301 is hereby established with borders shown in the map thereof attached hereto as **Exhibit “A”** for with a metes and bounds description as follows:

From the southeast corner of Lot 12 of Block 29 of the Town’s Public parking lot continuing east through the alleys of Block 28 and Block 27 to the intersection of the alley and Fourth Street, thence north along the right-of-way of Fourth Street to the intersection of the northeast corner of Lot 32 of Block 22 and the alley, thence west along the alley of Block 22 and Block 21 crossing Coal Creek to the intersection of the alley located in Block 20 and the northwest corner of Lot 22 of Block 20, thence south along the border of Lot 22 of Block 20 across Elk Avenue, thence along the easterly border of Lot 12 of Block 29 of the Town’s public parking lot to the point of beginning.

The official map of the Entertainment District shall be keep for reference in the office of the Town Clerk.

3. **Repeal of Resolutions.** The Town Council hereby repeals all resolutions or parts of resolutions in conflict with this resolution, but only to the extent of such inconsistency.

4. **Effective Date.** These resolutions shall be effective upon adoption

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL  
THIS \_\_\_ DAY OF \_\_\_\_\_, 2014.

TOWN OF CRESTED BUTTE

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

Aaron J. Huckstep, Mayor

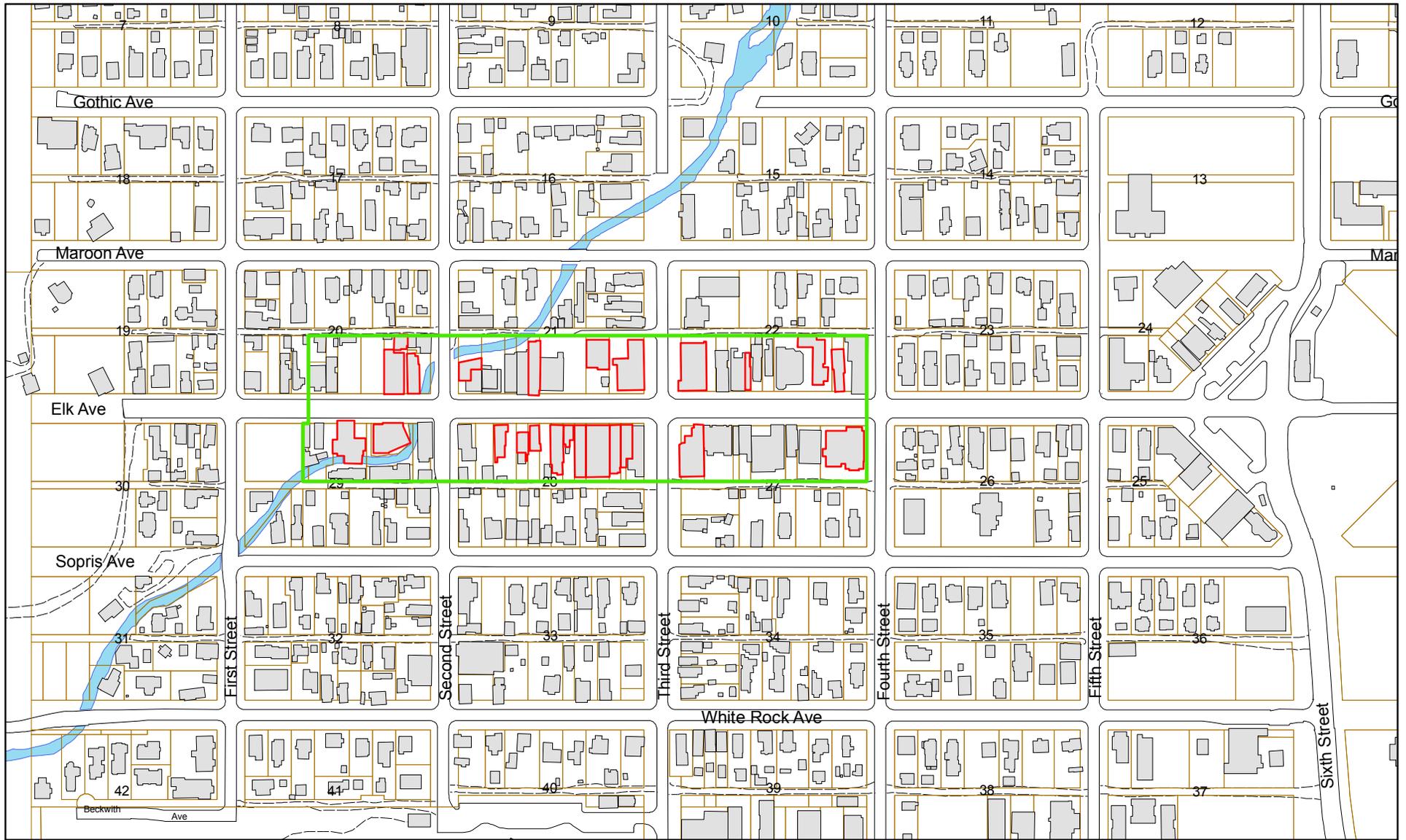
ATTEST

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

(SEAL)

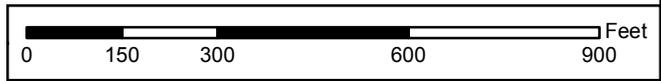
**EXHIBIT "A"**

(attach Entertainment District map here)



# ENTERTAINMENT DISTRICT Town of Crested Butte, CO

- Entertainment District
- Businesses that serve beer/ wine/ spirits
- Buildings
- Parcel Boundaries
- Paved Roads
- Unpaved Roads
- Coal Creek



Date: July 18, 2014  
 Filename: C:/project/AB\_2014/entertainment\_dist.mxd