



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
Regular Town Council Meeting
Tuesday, February 16, 2016
Council Chambers, Crested Butte Town Hall

6:00 WORK SESSION

2016 Budget Amendment.

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

7:02 APPROVAL OF AGENDA

7:05 CONSENT AGENDA

1) Approval of February 1, 2016 Regular Town Council Meeting Minutes.

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

7:08 PUBLIC COMMENT

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

7:15 STAFF UPDATES

7:30 NEW BUSINESS

1) Ordinance No. 1, Series 2016 – An Ordinance of the Crested Butte Town Council Authorizing the Short Term Borrowing of Funds Not to Exceed \$170,000.00 and the Expenditure of Such Funds for Purposes of Purchasing a Certain 2016 John Deere Loader by Way of a Lease to Purchase Arrangement.

7:35 2) Resolution No. 4, Series 2016 – Resolutions of the Crested Butte Town Council Approving the Pre-Annexation Agreement Pursuant to Section 13-1-280 of the Crested Butte Municipal Code between the Town and Cypress Foothills, LP.

8:35 3) Discussion and Possible Approval of Big Air on Elk Special Event Application and Special Event Liquor Permit Proposed for Saturday, March 5, 2016 in the 200 and 300 Blocks of Elk Avenue.

8:45 4) Discussion of Locations for Food Cart and Farmers’ Market Vending.

9:05 LEGAL MATTERS

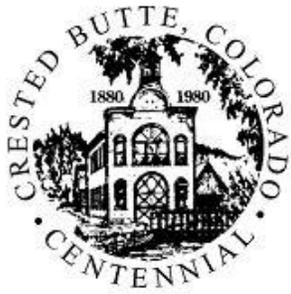
9:10 COUNCIL REPORTS AND COMMITTEE UPDATES

9:20 OTHER BUSINESS TO COME BEFORE THE COUNCIL

9:30 DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, March 7, 2016 – 6:00PM Work Session – 7:00PM Regular Council
- Monday, March 21, 2016 – 6:00PM Work Session – 7:00PM Regular Council
- Monday, April 4, 2016 – 6:00PM Work Session – 7:00PM Regular Council

9:35 ADJOURNMENT



Staff Report

February 8, 2016

To: Mayor and Town Council
Thru: Todd Crossett, Town Manager
From: Lois Rozman, Finance Director and Janna Hansen, Parks & Recreation Director
Subject: **2016 Budget Amendment Work Session**

Summary: Crested Butte voters passed a ½% sales tax increase for the purpose of funding parks, trails and recreation. With the passage of the sales tax increase, the Capital Fund Budget needs to be amended. Additionally, there have been a couple of significant expenses for the General Fund brought forward that were not fully known during the budget work sessions.

Previous Council Action: The current budget was adopted by Council on November 2, 2015.

Background: Attached is a copy of the 5 year capital plan approved during the 2016 budget process as well a new proposed 5 year capital plan. The new proposed plan separates the capital budget into 2 sections, 1 for Town-wide capital and 1 for Parks/Trails. Items highlighted in yellow are changes from the original plan. Also included, is a revised General Fund budget summary and Legal department budget with changes highlighted in yellow.

Discussion:

2016 General Capital Budget Revenue changes:

- Sales Tax – Parks increased from \$0 to \$394,500, tax is projected to increase at 3% each year

2016 General Capital Budget Amendment Expense Requests:

- **One additional full-time year-round Park Crew member with a starting salary of \$28,080/year plus benefits**
 - Over the past few years the Parks Department has experienced an increasing work load without a correlating increase in staff. The addition of a full-time year-round Parks staff member will help us better meet current needs and plan for future needs. Specifically, the addition will make it possible for Parks to continue its current level of service to special events and also keep up with the expanding service needs created by increasing use of the Town park system, which includes Elk Avenue.
 - Our current Parks crew members earn an excessive amount of comp and over time and are unable to take vacation time during the winter and much of the summer. With this accumulation of comp time, vacation time is difficult to use. This position would reduce the amount of comp time earned by current Park Leads and the Parks Supervisor and would allow for greater flexibility in managing vacation time.

Current Parks staff also work evenings, weekends, and holidays which leads to an overworked and stressed staff. The Parks Supervisor spends so much time in the field (especially in the winter) that it is difficult for him to perform supervisory/administrative duties. This position would help balance the work load and will lead to greater job satisfaction and more even work life balance for the full-time Parks staff.

- **One additional full-time seasonal Park Crew member with an hourly pay rate of \$13/hr. for 24 weeks for a total of \$12,480/year.**
 - The number of summer visitors and Special Events in Town have exponentially increased over the past few years. This increase has a pronounced impact on our parks and park crews. We have traditionally scheduled one staff member on weekends, and just keeping up with trash alone has become difficult for just one person. The addition of a summer seasonal staff member will allow us to schedule two people on the weekends and retain the four seasonal staff that are necessary Monday to Friday to complete the other job duties of field maintenance, playground maintenance, pavilion maintenance, park projects, trash and bathroom cleaning, and other regular duties. In general, the addition of one seasonal staff member will better enable us to keep up with the increased use of our parks and public spaces during heavy summer use.
- **Park Maintenance Supplies increase to \$45,000**
 - Park Maintenance Supplies was budgeted between \$45,000 and \$49,000 from 2009-2011. \$45,000 was requested in 2012 but only \$20,000 was budgeted. We have slowly been making our way back up to the \$45,000 mark and have been at \$35,000 the past two years. While our budget has decreased since 2011, the number of users and the services provided have increased. Getting back to an annual Park Maintenance Supplies budget of \$45,000 will enable us to better maintain our parks and Elk Ave.
- **Bike Park Project \$13,500 in cash and \$16,000 in equipment and material**
 - With the infrastructure for affordable housing going into Block 80, the Dirt Jumps were leveled and the material moved to the Gravel Pit. A community-built dirt jump park had been located in Block 80 since 2006 and in February of 2015 Town Council approved the relocation of this popular amenity to the Gravel Pit. Since the demolition of the old dirt jumps Town has seen significant support of a new Bike Park. The Town, in partnership with the Crested Butte Development Team, is currently seeking grant funding in the amount of \$10,000 from People for Bikes and is launching a fundraising campaign accompanied by a public outreach meeting. The total budget for this project is estimated at \$56,000 and the grant requires a cash match from the Town.
- **Tennis Court Sidewalk and Retaining Wall - \$27,000**
 - The original GOCO grant budget for the Tennis Court Project included sidewalks on the South and West sides of the courts but failed to include the North side off of Elk Ave. Due to the slope angle on the West side of the courts a sidewalk on the North side is necessary for ADA accessibility onto the courts. A sidewalk will also create a safety separation between pedestrians accessing the courts and the parking

lot, will help keep gravel off the courts, and will be more aesthetically pleasing at this highly visible location at the 4-Way. Town Council also expressed a desire to plant trees between 6th Street and the new parking lot on the West side of the Tennis Courts to make the South East corner of the 4-Way more aesthetically pleasing. The creation of a retaining wall between the sidewalk and the parking lot will allow for the planting of trees, shrubs and flowers while creating a barrier between the parking lot and tree roots that would eventually push into the asphalt and create root mounds. This budget item includes the sidewalk, curb and gutter, retaining wall materials, engineering for the retaining wall, trees, and irrigation. The asphalt and striping of the lot is in the current budget as a 2016 paving project.

- **Benches, Bike Racks, Picnic Tables, Bleachers - \$5,000**
 - With the increase in summer visitors and Special Events there is a correlating need for additional bike racks, picnic tables and benches. The growth in our recreational programming necessitates a need for additional bleachers. Currently we do a lot of moving of bleachers and picnic tables to accommodate Special Events, facility rentals and recreational programming. Many of our existing picnic tables and bike racks are at the end of their usable life. The addition of this budget item will provide a steady fund for replacing and adding to these valuable Town amenities.

2016 General Fund Budget Revenue changes:

- Contribution from Reserve increase from \$0 to \$75,000

2016 General Fund budget amendment requests:

- **Legal department budget changed from \$167,100 to \$242,100**
 - Line item changes:
 - Mt. Emmons Special Project increase from \$25,000 to \$75,000
 - Cypress Foothills increase from \$0 to \$25,000

These 2 projects were starting to surface last fall, however, because the budget had to be adopted early (prior to election), the full ramifications of each were not determined prior to the budget adoption. Council has been apprised by Town Attorney of both projects during executive sessions. Historically, the mine issue legal fees line item has come and gone in the budget. It is prudent to have a line item dedicated to this issue.

Recommendation: Because of the size of the budget changes, staff recommends moving forward with a budget amendment ordinance now rather than waiting for the year end amendment. This will allow better tracking and budget control over the course of the year and provide staff with clear direction to move forward with the added projects and expenditures.

TOWN OF CRESTED BUTTE
CAPITAL FUND 5 YEAR PLAN

	2015	2016	2017	2018	2019	2020
GENERAL CAPITAL BREAKOUT:						
REVENUES						
TRANSFER TAX/GEN CAP	550,000	500,000	500,000	500,000	525,000	525,000
USE TAX	200,000	130,000	150,000	150,000	175,000	175,000
INTEREST	1,800	2,000	5,000	7,500	7,500	10,000
CEMETERY FEES	4,000	4,000	4,000	4,000	4,000	4,000
OTHER REVENUE	45,150	23,000	25,000	25,000	30,000	35,000
GRANTS/Fundraising	80,000	207,292				
SALES TAX	655,001	94,680	96,574	98,505	100,475	102,485
DEBT/LEASE PROCEEDS		265,000	160,000			
From Reserve - Depot		113,997				
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TOTAL REVENUES	1,535,951	1,339,969	940,574	785,005	841,975	851,485
FIXED EXPENDITURES						
PROPERTY/CASUALTY INS	26,200	28,620	30,613	33,674	37,042	40,746
AUDIT	4,650	5,500	5,500	6,000	6,500	7,000
USE TAX RETURNS	10,000	25,000	35,000	35,000	40,000	40,000
BUILDING/PROP MAINT	100,000	146,000	33,500	30,000	33,500	37,500
CEMETERY	15,000	15,000	10,000	7,500	7,500	7,500
STEPPING STONES MAINTENANCE	1,500	1,500	1,500	1,500	1,500	1,500
OTHER	2,000	3,000	3,000	4,000	4,000	4,000
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TOTAL FIXED GENERAL CAPITAL EXPENSES	159,350	224,620	119,113	117,674	130,042	138,246
CAPITAL EQUIPMENT PURCHASES	265,000	406,500	204,000	0	45,000	80,000
CAPITAL LEASE PAYMENTS	46,485	97,330	154,600	127,900	119,000	44,000
CAPITAL PROJECTS	237,500	306,000	910,000	100,000	0	0
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TOTAL CAPITAL PURCHASES	548,985	809,830	1,268,600	227,900	164,000	124,000
TOTAL CAPITAL EXPENSES	708,335	1,034,450	1,387,713	345,574	294,042	262,246
NET GENERAL CAPITAL REVENUE (EXPENSES)	827,616	305,519	(447,139)	439,431	547,933	589,239

TOWN OF CRESTED BUTTE
CAPITAL FUND 5 YEAR PLAN

	2015	2016	2017	2018	2019	2020
PARKS/TRAILS BREAKOUT:						
REVENUE						
SALES TAX - PARKS		394,501	406,336	418,526	431,082	444,014
From Reserve - Whatever USA		206,000				
TOTAL REVENUES	0	600,501	406,336	418,526	431,082	444,014
FIXED EXPENDITURES						
PARK MAINT LABOR	262,162	320,770	333,601	346,945	360,823	375,256
EMPLOYEE TAXES/BENEFITS	84,986	106,863	116,481	126,964	138,391	150,846
PARKS MAINT SUPPLIES	35,000	45,000	45,000	45,000	45,000	45,000
PORTABLE TOILETS	6,000	6,000	6,000	6,000	6,000	6,000
FLOWERS/SHRUBS	8,000	8,000	8,000	8,000	9,000	9,000
TREE PROJECTS		2,500	2,500	2,500	2,500	2,500
DOGGIE DOO PROJECT	2,500	2,500	2,500	2,500	2,500	2,500
WEED MANAGEMENT		3,000				
HOLIDAY DECORATIONS	5,000	3,500	3,500	3,500	4,000	4,000
TOTAL FIXED EXPENSES	403,648	498,133	517,581	541,409	568,213	595,101
CAPITAL EQUIPMENT PURCHASES	137,500	63,226	103,000	60,000	60,000	5,000
CAPITAL PROJECTS	230,000	286,000	170,000	435,000	0	0
TOTAL CAPITAL PURCHASES	367,500	349,226	273,000	495,000	60,000	5,000
TOTAL CAPITAL EXPENSES PARKS/TRAILS	771,148	847,359	790,581	1,036,409	628,213	600,101
NET PARKS/TRAILS REVENUE(EXPENSE)	(771,148)	(246,858)	(384,245)	(617,883)	(197,131)	(156,087)
NET FUND BALANCE	2,697,205	3,075,863	2,244,478	2,066,026	2,416,828	2,849,980
Depot Renovation	113,997	0				
Whatever USA for Big Mine	300,000	94,000				
Unfunded Requests	0	3,000	506,000	233,000	720,000	965,000

	2015	2016	2017	2018	2019	2020			
General Capital:									
Equipment:									
Marshal Dept Patrol Car	\$ 40,000	\$ 47,000	\$ 50,000	\$ 53,000	\$ 56,000	\$59,000			
Manager Vehicle		\$ 33,000							
Administration Vehicle						\$ 35,000			
PW Director Vehicle		\$ 33,000							
Roller (used)	\$ 60,000								
Dump Truck	\$ 157,000		\$ 160,000						
Loader 950G		\$ 265,000							
Portable Hotsy	\$ 8,000								
Trailer		\$ 25,000							
Vehicle Diagnostic Scanner		\$ 6,500							
Fixed post speed alert signs			\$ 9,000						
Total Equipment:	\$ 265,000	\$ 409,500	\$ 219,000	\$ 53,000	\$ 56,000	\$ 94,000			
Projects:									
Depot Renovation	\$ 139,500	\$ 211,000							
4-way transit stop/bathrooms			\$ 350,000						
Town Hall Windows			\$ 75,000						
308 3rd Street Heating System	\$ 18,000								
Old Rock Library Tuck Pointing			\$ 50,000						
Bricks in 100 Block of Elk			\$ 25,000						
Tony's Shed Storage Building	\$ 10,000								
308 3rd Street Bathrooms	\$ 30,000								
Town Hall Bathrooms-gym level		\$ 50,000							
Marshals Building Heat Replacement	\$ -	\$ 35,000							
Trail Kiosks	\$ 5,000	\$ 10,000	\$ 10,000						
Annexation-land purchase			\$ 350,000						
Fencing PW yards (Fed requirement)			\$ 50,000						
Public Works Retaining Wall				\$ 100,000					
Total Projects:	\$ 202,500	\$ 306,000	\$ 910,000	\$ 100,000	\$ -	\$ -			
Total General Capital Requests:	\$ 467,500	\$ 715,500	\$ 1,129,000	\$ 153,000	\$ 56,000	\$ 94,000			

	2015	2016	2017	2018	2019	2020			
Parks/Trails Capital:									
Parks Equipment:									
Z Turn Mower		\$ 13,226							
Ice Resurfacer & hot water heater	\$ 108,000								
Skid Steer			\$ 50,000		\$ 55,000				
Skid Steer Blower	\$ 9,500								
Flower MiniVan		\$ 25,000							
1 Ton Dump Truck			\$ 48,000						
Electric Vehicle		\$ 20,000							
Chemical Sprayer				\$ 25,000					
Irrigation Smart Clock				\$ 30,000					
Man Lift	\$ 20,000								
Bike Racks/Benches/Bleachers		\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	5000			
Total Parks Equipment	\$ 137,500	\$ 63,226	\$ 103,000	\$ 60,000	\$ 60,000	\$ 5,000			
Parks/Trails Projects:									
Gothic Field Renovations	\$ 10,000	\$ 15,000							
8th Street Greenway			\$ 75,000	\$ 75,000					
Gothic Field Raw Water Irrigation	\$ 16,000								
Tennis Courts	\$ 107,000								
Henderson Park Remodel			\$ 30,000	\$ 10,000					
Yelenick Play Structure (Arts Center?)			\$ 50,000						
Rec Path Concrete (bridge to Elk)	\$ 60,000								
Deli Trail Construction	\$ 7,000								
Pitsker/Town Park Irrigation Pump	\$ 30,000								
Big Mine Park Utilities		\$ 206,000							
Tennis Court Sidewalks		\$ 27,000							
Dirt Jump Park (from unfunded)		\$ 40,000	\$ -						
Avalanche Park Campground (from unfunded)		\$ 15,000	\$ 15,000	\$ 350,000					
Total Parks/Trails Projects:	\$ 230,000	\$ 303,000	\$ 170,000	\$ 435,000	\$ -	\$ -			
Total Parks/Trails Capital Requests	\$ 367,500	\$ 366,226	\$ 273,000	\$ 495,000	\$ 60,000	\$ 5,000			

GENERAL FUND SUMMARY		2016	2016
	2015	ADOPTED	AMENDED
	ACTUAL	BUDGET	BUDGET
REVENUES	3,611,077	3,628,449	3,628,449
CONTRIBUTION FROM RESERVE		0	75,000
TOTAL REVENUES	3,611,077	3,628,449	3,703,449
DEPARTMENT EXPENSES:			
GENERAL GOVERNMENT	735,368	358,960	358,960
COURT	6,434	7,717	7,717
COUNCIL	56,708	59,828	59,828
ELECTIONS	10,363	3,450	3,450
LEGAL	210,740	167,100	242,100
CLERK	143,211	164,272	164,272
MANAGER	164,931	175,531	175,531
FINANCE	306,259	379,136	379,136
MARSHALS	734,463	834,077	834,077
PLANNING/GIS	149,888	156,875	156,875
FACILITIES MAINTENANCE		132,498	132,498
TOWN SHOP	158,953	211,160	211,160
PUBLIC WORKS	173,802	255,055	255,055
BUILDING	361,647	394,714	394,714
RECREATION	368,734	317,188	317,188
TOTAL EXPENSES	3,581,501	3,617,561	3,692,561
REVENUE OVER(UNDER) EXPENSES	29,576	10,888	10,889
FUND BALANCE	3,934,261	3,945,149	3,881,038

TOWN OF CRESTED BUTTE			
2016 BUDGET			
GENERAL FUND-LEGAL		2016	2016
	2015	ORIGINAL	AMENDED
	ACTUAL	BUDGET	BUDGET
OFFICE SUPPLIES	1,954	2,000	2,000
LEGAL RETAINER	131,099	130,000	130,000
LEGAL FILING FEES	0	100	100
MT. EMMONS-SPECIAL PROJECT	40,078	25,000	75,000
CYPRESS FOOTHILLS PROJECT			25,000
LEGAL FEES-THIRD PARTY	(9,332)		
LITIGATION/CONSULTING	46,942	10,000	10,000
TOTAL EXPENSES	210,741	167,100	242,100

MINUTES
Town of Crested Butte
Regular Town Council Meeting
Monday, February 1, 2016
Council Chambers, Crested Butte Town Hall

Mayor Michel called the meeting to order at 7:03PM.

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

Staff Present: Town Manager Todd Crossett and Town Attorney John Belkin

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

APPROVAL OF THE AGENDA

Mason requested the addition of an Executive Session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e) relative to Freeport-McMoRan and the transaction with the State, the Town, and the County after Legal Matters or after Other Business. Michel said it would be after Other Business.

Schmidt moved and Mason seconded a motion to approve the agenda as amended. A roll call vote was taken with all voting, "Yes," except Vohman did not vote. **Motion passed unanimously.**

CONSENT AGENDA

- 1) **Approval of January 19, 2016 Regular Town Council Meeting Minutes.**
- 2) **Approval of January 25, 2016 Special Town Council Meeting Minutes.**
- 3) **Approval of Resolution No. 3, Series 2016 – Resolutions of the Crested Butte Town Council Authorizing the Grant of a Revocable License to John M. and Marlo C. Pulliam to Encroach into the Fifth Street Public Right-of-Way with Steps and a Walkway Adjacent to Lot 17, Block 12, Town of Crested Butte.**

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

PUBLIC COMMENT

None

STAFF UPDATES

Lynelle Stanford

- Mentioned upcoming special events including: Alley Loop, Fat Tuesday Parade, and Big Air on Elk. Also said they had received applications for summer events.
- Staff met regarding the locations of vendors. The proposed locations would be brought to Council at a meeting in the near future.
- Acme Dispensary opted to retain medical marijuana sales.

Rodney Due

- There had been over two feet of snow over the past couple of days.
- They had all hands on deck all day, and there were all five plows running during the night.
- They were preserving the banks on Elk Avenue for the Alley Loop.
- Both Michel and Mason recognized the crews for doing a really good job.

Tom Martin

- The Marshal's Office had towed 30 vehicles the last two nights, and he anticipated towing more tonight.
- Mason wondered if people had complained about large berms. Due answered that he had not yet checked his messages, but so far there hadn't been complaints.

Michael Yerman

- There would be an open house on housing on February 9 from 4PM to 7PM. Representatives from local banks would be present to discuss home loans. There would be presentations at 4PM and at 6PM.

Todd Crossett

- There was an issue of Elk Avenue becoming too narrow. Martin suggested that they close parking on the north side of Elk in the 100, 200, and 300 Blocks until crews were able to widen it. The Council agreed with Martin's suggestion.

NEW BUSINESS

1) Discussion and Possible Approval of 30th Annual Alley Loop & Pub Ski Special Event Application for the Pub Ski in the 200 Block of Elk Avenue on Friday, February 5, 2016 and the Nordic Marathon Route on Saturday, February 6, 2016 and Special Event Liquor Permit for the Beer Garden Located at 2nd Street and Elk Avenue on Saturday, February 6, 2016.

Michel asked which staff member handled the event. Stanford said there had been changes from the time the staff report was written. The applicant provided the necessary

certificate of insurance with the proper entity name and evidence of liquor liability coverage.

Vohman questioned the location of the beer garden at 2nd and Elk. She wondered why it wasn't located at the Nordic Center. Event organizer, Andrew Arell, said they wanted it to be located at the finish line, and they had relocated it from a previous location in front of the Post Office. He added that last year the finish line was at the Nordic Center, which was why the beer garden was there.

Merck moved and Mitchell seconded a motion to approve the 30th Annual Alley Loop & Pub Ski special event application and special event liquor permit with the following contingency: Must ensure emergency vehicle access across the course at all intersections. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

Arell told the Council the route would be different next year because the route depicted in the packet for this year was a change at the request of a resident.

2) Resolution No. 2, Series 2016 – Resolutions of the Crested Butte Town Council Approving the New Town-wide Affordable Housing Guidelines.

Karl Fulmer, Executive Director of the Gunnison Valley Regional Housing Authority (GVRHA), presented to the Council. He stated they made changes to the guidelines based on Council comments. They added sections specific to potential new lot and housing development. They also combined the adopted guidelines with a property's deed restriction. Guidelines remained flexible over time. They were updated annually to accommodate income changes, they adjusted the maximum prices accordingly, and they could change some elements that were not working well. The master deed restriction was recorded against the property, and the deed restriction was linked to non-recorded guidelines. Fulmer stated that Gunnison County and the City of Gunnison adopted similar guidelines. Sharing guidelines reduced confusion and staff time. There were similarities throughout the valley and fewer misunderstandings. Additionally, the guidelines would standardize a system of deed restrictions throughout the valley, which should help promote transparency.

The basic parts of the guidelines outlined income and asset limits. Yerman specified the maximum income limit to qualify in the Gunnison Valley couldn't be over 200% of area median income (AMI). Fulmer outlined priorities for purchase. He listed qualifications for rental and ownership housing such as: a qualified applicant must work within Gunnison County at least 1500 hours per calendar year, and the applicant must use the residence as a primary residence. An applicant was required to provide documentation of employment, residency, income, and assets. Fulmer confirmed for Ladoulis that they didn't have a process for collecting information on retirement and business assets.

Fulmer reported that another aspect was maintaining eligibility. A person must remain a qualified employee, and the residence must have continued use as a permanent residence.

Regarding ownership, there was no re-qualification for income and assets or minimum occupancy (per bedroom). Michel questioned the incentive to move up the housing ladder. Fulmer identified the incentive as the limited appreciation on a deed restricted unit.

Schmidt wanted to provide housing for people that worked in Crested Butte. He questioned whom they were trying to help. Fulmer said there was an issue of narrowing employment too much. He thought they would be setting themselves up for failure, and it inhibited the effectiveness of the housing program. Ladoulis agreed with Schmidt. He said that Town should subsidize their own local workers. He suggested they kept track of a balance (between Crested Butte and Gunnison). Yerman said they were potentially taking away job opportunities at the college or hospital, and it wasn't in the spirit of the regional housing program. Michel said that certain employees received additional lottery picks. Yerman expounded that essential service providers received an additional pick. Ladoulis wanted a higher priority given to those who worked near where they lived. Yerman said the system was set up based on seniority.

The definition of essential service worker was discussed. Schmidt pointed out that essential service workers could live in Gunnison, too. Michel said there was an obligation to the entire valley, and it was hard to constrict up and down the valley. Fulmer pointed out that lower income people weren't as likely to pay for gas (to commute to Gunnison). Yerman said a friendly amendment could add Crested Butte Fire District and Crested Butte Community School to the definition of essential service worker. Schmidt said it would help.

Michel asked where the Council was. Mason was okay as long as the Fire District included CB South and Mt. Crested Butte. Fulmer reviewed the maximum sale pricing for ownership units. Ladoulis wanted to know how costs were calculated for re-sale. Fulmer said it was usually the consumer price index (CPI), which was 2.4 to 2.8%. Yerman specified it was up to 3% or CPI. Fulmer explained the valuation calculation. They also discussed the capital improvements policy, and Schmidt confirmed the limit was 10% of the original price. Fulmer said the limit promoted affordability over time.

Fulmer outlined the lottery chances. He also explained the GVRHA Board was the grievance board, and Town had two representatives. They also discussed the real estate transfer tax (RETT). Yerman said the RETT was to be split between the buyer and seller. Fulmer confirmed the RETT was based on the maximum sales price. Yerman also stated the Housing Authority acted as the broker, and their cost would be 2%.

Vohman moved and Schmidt seconded a motion to approve Resolution No. 2, Series 2016 approving the new Town-wide Affordable Housing Guidelines with the amendment to essential service provider adding Crested Butte Fire Protection District and the Community School to the definition of essential service worker. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

3) Request by Sixth Street Station LLC to Rezone Lots 1-5 and 28-32, Block 1 and Lots 1-5 and 28-32, Block 12 from B2 to T.

Michel reminded the Council to stay in zoning and not to get into architecture or parking. Crossett said it could become a quasi-judicial process, and they needed to focus on if they should re-zone the area in consideration and what was the appropriate zone for the location. Belkin further explained that re-zoning was a unique function. It was not a legislative matter, but they were not sitting in quasi-judicial right now. Belkin asked contractor and BOZAR Vice-Chair, Crockett Farnell, not to participate in the meeting because he would have caused himself to be disqualified. Belkin explained to Ladoulis it had to do with him being appointed to his position by the Council. Belkin said it was important that conflict issues came to him beforehand.

Additionally, Belkin stated that the Code of Conduct did not allow Aaron Huckstep, legal counsel for the proponent and former Mayor, to work for them within six months after leaving office or to come before the Council within 12 months of leaving office (on an issue for which action was taken while he was on the Council), unless the Council waived the requirements. He told the Council to consider if waiving made sense. Huckstep said that both he and Farnell participated in a meeting with Town Staff, and they had no intention to mislead or hide anything. Ladoulis questioned when Huckstep's relationship with his client formed. Huckstep said it was three or four weeks ago. Bruce MacIntire, developer of Sixth Street Station, said they chose Huckstep because they felt he shared values, but they were not greatly damaged by changing legal counsel. Crossett told the Council they had the ability to waive both requirements. Michel was not ready to waive the Code of Conduct; it governed the political arena well. Vohman agreed with Michel. Schmidt did not have a problem waiving both because Huckstep as Mayor did not delve into the project. Mason agreed with Schmidt, and Merck, Mitchell, and Ladoulis were all amenable to waiving both requirements.

Schmidt moved and Mason seconded a motion to waive the application of Section 2-4-100 C and D. A roll call vote was taken with Ladoulis, Schmidt, Merck, Mitchell, and Mason voting, "Yes," and Vohman and Michel voting, "No." **Motion passed.**

Gillie read from the Town Code to explain the process and the reason for the discussion. The zoning change was integral to the proposal as it was conceptualized. They wanted to know what the Council's temperature was to avoid wasting resources. Schmidt wondered why Council would make a decision on re-zoning as opposed to referring the question to BOZAR. Gillie explained the Code read it went to Council before BOZAR to ensure the Council would even consider.

Gary Hartman, Partner and Principal of Sunlit Architecture, presented to the Council. He stated the concept was to bring a boutique, locally branded hotel to Crested Butte. He listed members of their development team: Bruce MacIntire, Ken Stone, Aaron Huckstep, and Crockett Farnell. Hartman explained they were requesting a zoning change from the B2 to the T Zone to create a hotel including commercial, retail, lounge, three affordable housing units, and two parking lots. Hartman showed slides with the

conceptual design on the parcel from different perspectives. He reviewed benefits to the community such as: the protection of Elk Avenue vitality and the National Historic District, addition of full service hotel rooms within the Town, cohesive and integrated planning of the entire site, reduced traffic and improved pedestrian experience, public restrooms, heated waiting area for the bus at Teocalli, and a public conference facility. Hartman stated the idea was to have people storing their cars. Hartman also listed economic benefits including: increased job opportunities, significant tax revenue generation, and infusing Elk Avenue and the Town with dining, shopping and spending patrons.

Hartman reviewed the intent of the zoning in B2. He specified the allowed floor area ratio (FAR) in B2 was .5 by right and .64 including site amenities. Hartman reviewed setbacks and building heights allowed in the B2 Zone. Hartman then explained the intent of the T Zone. The FAR in the T Zone could be .66 by right and up to 1.0 with site amenities. Hartman said they were trying to get appropriate zoning for the proposed use. Hartman showed a map of available lots for future projects. He felt the current parcel had the lowest impact for their product compared to other parcels in Town, and other potential parcels would require similar zoning revisions. Hartman added that the zoning in B2 was encouraging people to drive to businesses, whereas their proposal was focusing on people accessing amenities on foot. Michel informed the Council that Anthracite Place was about 22,000 square feet, and he asked them to consider what the whole aspect could become.

Gillie told the Council that the zoning code and zoning districts were the land use code for Crested Butte, and they determined how Town would develop. He said the parcels in question represented significant undeveloped property in Town that had potential to affect how the highway frontage looked and felt. The B2 Zone was an auto access zone because it served people driving through Town, and it was targeted to be a mixed use zone. Hotel/motel uses were conditional uses allowed in the B2 Zone. The T Zone was one parcel back from highway frontage, and it wouldn't have the same impacts as B2. Gillie suggested they should consider carefully if they deviated from the plan of Town. Gillie explained the options in front of the Council including: they could refuse to consider, they could continue the discussion to a future date certain if they wanted more information, or they could refer to BOZAR with conditions. Gillie said the Council was really dealing with re-zoning, and they were trying to avoid spending a lot of time and energy to ultimately not have the re-zoning done. Vohman confirmed the project was dependent on the zoning change.

Vohman wondered if they had done market research or had documentation that people would walk. She thought people who would be staying there would drive everywhere. Hartman said they would supply a shuttle, but they wanted to be mass transit friendly. Schmidt voiced concern about the setbacks, and he didn't think a zero setback (allowed in the T Zone) seemed appropriate. Gillie said that the B2 Zone anticipated gradual build out and not build out with a unified project. Certain things were integral to the B2 Zone, and parking was to be behind the buildings. Schmidt agreed that the location would work for access to the bus system.

Mason asked for a brief history on other zone changes from Gillie. Gillie said this proposal would be the largest re-zone of anything ever done. Mason recognized that parking in the B2 Zone was intended to be in the back of buildings. He asked about True Value and Clark's, both businesses that had parking in the front. Gillie said they were there before the zoning. Mitchell wondered who would pay to clean the public bathrooms. Hartman said they would. Merck confirmed they would apply for a liquor license for the bar. Ladoulis said they could build a hotel in the B2 Zone. He wondered if it would not work for their economic model. MacIntire confirmed, and he contrasted characteristics of a hotel versus a motel.

Schmidt asked Gillie what conditions he envisioned. Gillie asked what was it the Council liked about B2 that they wouldn't see in T. Crossett said good measuring sticks were: did it promote health, safety, and welfare; was it consistent with the goals and policy of Town's land use plan; and was it compatible with surrounding uses. Stone reiterated the design would promote foot traffic. Vohman appreciated the vision, but she wasn't sure she agreed it was needed. She said they didn't have employee housing figured out, and service was getting low. She was not on board with the re-zone. Mitchell thought the mass was overwhelming, but she needed more information. Merck thought it could add to the economy and that the mass could turn off BOZAR. He gave it an affirmative vote. Schmidt recognized there was very little accommodation in the T Zone. He thought zero setback was completely wrong. His inclination was to send to BOZAR with the condition of at least a 7.5 to 15 foot setback from all the streets. There was a short discussion about the conference center, and Gillie explained it was a requirement. Michel confirmed that Schmidt would recommend a zoning change to BOZAR with setbacks. Ladoulis told the Council to think of the neighborhood. He said if they didn't rezone, they would end up with attempts to operate businesses in the B2 Zone. He liked the idea of a hotel versus a motel or empty lots. He was not opposed to the zoning change in particular. He supported BOZAR looking at the proposal with no conditions. Mason thought it would be unique to have a hotel in Crested Butte. He thought having limited space for tourists in Town contributed to VRBO issues. He was okay with going to the T Zone, but massing could be an issue. He didn't have an issue with setbacks. Michel said zoning provided certainty. The cadence of the B2 Zone worked well. He strongly believed in the built environment, including lower massing on the streetscape.

Michel polled the Council, and all were agreeable to the proposed zoning change except for Vohman and Michel. Schmidt pointed out there were no setbacks on Elk Avenue, and plow space and snow storage were important. Michel thought that setbacks and massing should be left up to BOZAR. Schmidt countered it was not in the welfare of Town to have to take care of it. Ladoulis agreed to leave the setbacks up to BOZAR.

Belkin suggested the Council act by resolution to include Gillie's findings. Michel wanted to dispatch the item of business tonight. Huckstep thought a resolution looked like formal action and a motion seemed softer. He heard concern from Council they didn't want to send a mandate to BOZAR. There was a discussion of the timeframe for

the process, specifically concerning a 45 day stipulation, in which the applicant was flexible.

Merck moved and Mitchell seconded a motion to approve the request of Sixth Street Station LLC to rezone Lots 1-5 and 28-32, Block 1 and Lots 1-5 and 28-32. Block 12 from B2 to T. A roll call vote was taken with Schmidt, Merck, Mitchell, Mason, and Ladoulis voting, "Yes," and Vohman and Michel voting, "No." **Motion passed.**

Belkin realized they made a motion to re-zone. Schmidt said he thought they were just voting to send to BOZAR, and he wanted to reconsider. MacIntire added it wasn't a public hearing, and he understood the motion couldn't re-zone. Per Belkin, the previous motion was discarded.

The following motion supplanted the previous motion:

Merck moved and Mitchell seconded a motion to further consider their rezoning request and refer the request to the Board of Zoning and Architectural Review for its recommendation. A roll call vote was taken with Schmidt, Merck, Mitchell, Mason, and Ladoulis voting, "Yes," and Vohman and Michel voting, "No." **Motion passed.**

4) Request by Corey Tibljas of Two Plank Productions LLC and Big Air on Elk LLC, Event Organizer of Big Air on Elk, for \$3,000 of Monetary Support from the Town for the Event Proposed for March 5, 2016.

Tibljas reported that Big Air had been exceedingly successful in event growth and safety. He stated that \$3,000 would provide extra safety and barricades for the snowmobile lane. He thought the snowmobiles were the highest risk. Another part of his request was funding for the safety manager, which wasn't built into his budget. Tibljas said he also had to come up with funds for previous requests, such as a solution for the traffic flow bottle neck in front of Pitas and the reduction in the demand on Town Staff the day of the event.

Crossett told the Council the money would come from the Council's discretionary funds. He reminded them Town contributed \$16,000 to \$18,000 worth of in-kind work every year. He agreed with Tibljas there had been consistent progress; however, Staff had tried to steer event organizers into the community grant program's process.

Ladoulis questioned the allocation of funds, which Tibljas explained. Vohman questioned why the particular safety manager, Eric "H" Baumm, had been appointed. Tibljas said he had no problem working with him, and Tibljas thought he was a great counterpart for Town. Crossett said the focus of the safety manager was to make sure the safety plan was implemented. Ladoulis asked Belkin if the Town was taking on risk by having the safety manager employed by the Town as a contractor. Belkin said he preferred a contract between the safety manager and the event organizer; otherwise he would be a vendor to Town. Schmidt suggested they could take funds from those they would disburse in the spring. He, too, didn't quite understand why the Town employed

the safety manager. Ladoulis suggested the Town provide \$2,000. Michel disagreed. He said they were rewarding event organizers for coming in out of line and for not going through the grant process. Mason agreed with Michel. Merck, Mitchell, and Vohman agreed with Ladoulis.

Ladoulis moved and Merck seconded a motion to fund the Big Air on Elk event for \$2,000 from the Spring Service Grant Cycle. A roll call vote was taken with Schmidt, Merck, Mitchell, Ladoulis, and Vohman voting, “Yes,” and Mason and Michel voting, “No.” **Motion passed.**

LEGAL MATTERS

None

COUNCIL REPORTS UPDATES AND COMMITTEE UPDATES

Jim Schmidt

- Ken Salazar would be the first speaker at the Public Policy Forum on June 22.

Erika Vohman

- After witnessing the people in Nicaragua experiencing drought and famine, which was linked back to climate change, she wanted more of a commitment to reducing the carbon footprint.

Paul Merck

- The One Valley Prosperity Project (OVPP) hired a consultant to help with organization. There was a focus group on each topic.

Laura Mitchell

- Attended a Mountain Express meeting. They were keeping their budget in line. However, they had a slight overage, so they were doing an amendment.
- They sold busses, and they also received a grant for a bus.
- They were going to install cameras in the rears of busses.
- Mitchell became the secretary.
- Attended OVPP meeting in Vohman’s absence. They learned from contractors it would cost \$200 a foot to build affordable housing.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

Schmidt noted that there was a 10 to 20% reduction in the crash rate for bicycles at roundabouts.

Ladoulis requested the Council’s CML newsletters be emailed as opposed to receiving paper copies in the mail.

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, February 1 and Tuesday, February 2, 2016 – Council Retreats from 11AM to 5PM.
- *Tuesday*, February 16, 2016 – 6:00PM Work Session – 7:00PM Regular Council
- Monday, March 7, 2016 – 6:00PM Work Session – 7:00PM Regular Council
- Monday, March 21, 2016 – 6:00PM Work Session – 7:00PM Regular Council

EXECUTIVE SESSION

Michel moved and Mason seconded a motion to go into Executive Session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e) relative to discussions with Freeport-McMoRan and the State of Colorado about Mt. Emmons and the wastewater treatment plant located on the property. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

Council went into Executive Session at 10:12PM. Council returned to open meeting at 11:08PM. Mayor Michel made the required announcement before returning to open meeting. No action was taken.

ADJOURNMENT

Mayor Michel adjourned the meeting at 11:10PM.

Glenn Michel, Mayor

Lynelle Stanford, Town Clerk (SEAL)



Staff Report

February 8, 2016

To: Mayor and Town Council

Thru: Todd Crossett, Town Manager

From: Lois Rozman, Finance Director

Subject: Ordinance No. 1 – Lease/Purchase of Loader

Summary: Ordinance No. 1, Series 2016 authorizes Town Staff to enter into a lease/purchase arrangement with NBH Bank & Community Banks of Colorado for the purchase of a 2016 John Deere loader.

Previous Council Action: The acquisition of the loader was approved by Council within the 2016 budget.

Background/Discussion: Public Works staff researched various loaders and had on-site demonstrations and test drives. They determined the best piece of equipment for Town's purposes was the 2016 John Deere 644K loader. The loader was ordered in January and anticipate taking delivery of the loader by early March. Per the 2016 budget, the loader is to be acquired through a lease/purchase arrangement, spreading out the capital outlay over 4 years. We received 3 bids for the lease/purchase arrangement and NBH Bank/Community Banks of Colorado came in with the lowest interest rate at 1.97%.

Legal Implications: Town Attorney, John Belkin, has reviewed the proposed ordinance and will review and approve final lease documents prior to Town's execution.

Financial Implications: The acquisition of the equipment was approved in the 2016 budget. Interest rates are still very favorable, therefore, spreading the purchase out over 4 years is a good option. The benefit of the lease/purchase arrangement is by spreading the purchase over 4 years it frees up funds for other capital purchases as anticipated in the budget. The disadvantage of the lease/purchase is the interest cost. The total interest cost over the term of the lease is approximately \$6,700.

Recommendation: Staff recommends setting ordinance no. 1 for public hearing.

Proposed Motion: I move to set Ordinance No. 1, Series 2016 for public hearing at the March 7 Town Council meeting.

**ORDINANCE NO. 1
SERIES 2016**

**AN ORDINANCE OF THE CRESTED BUTTE TOWN
COUNCIL AUTHORIZING THE SHORT TERM
BORROWING OF FUNDS NOT TO EXCEED
\$170,000.00 AND THE EXPENDITURE OF SUCH
FUNDS FOR PURPOSES OF PURCHASING A
CERTAIN 2016 JOHN DEERE LOADER BY WAY OF
A LEASE TO PURCHASE ARRANGEMENT**

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 the laws of the State of Colorado;

WHEREAS, Section 4.9 of the Town’s Home Rule Charter states that Town Council actions creating an indebtedness or authorizing the borrowing of money shall be by ordinance;

WHEREAS, the Town is in need of borrowing, on a short-term basis, the principal sum of up to One Hundred Seventy Thousand and No/100 Dollars (\$170,000.00) for the purpose of purchasing, through a lease to purchase arrangement with NBH Bank, Community Banks of Colorado, its successor and assignee, a certain 2016 John Deere loader; and

WHEREAS, the Town anticipates receipt of revenues during fiscal years 2016 through 2020 in order to repay said loan.

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

Section 1. The Town Council hereby authorizes the borrowing of funds not to exceed the principal sum of One Hundred Seventy Thousand and No/100 Dollars (\$170,000.00) at an interest rate not to exceed 2.0% and authorizes the expenditure of said funds in order to purchase, through a lease to purchase arrangement with NBH Bank, Community Banks of Colorado, its successor and assignee, a certain 2016 John Deere Loader.

Section 2. The Town Council hereby authorizes the Town to enter into the lease to purchase arrangement with NBH Bank, Community Banks of Colorado, its successor and assignee in order to secure the loan in connection with the Town’s obligation to repay said borrowed funds.

Section 3. The Town Council hereby finds that the borrowing and expenditure of said funds and the Town entering into the lease to purchase arrangement in order to secure the loan in connection with the Town’s obligation to repay said borrowed funds

are in the best interests of the health, safety and welfare of the residents and visitors of Crested Butte, and in connection therewith, the Town Council hereby authorizes the Town Manager or his designee to execute on behalf of the Town any and all documents necessary for the borrowing, expenditure and repayment of said funds, and the lease arrangement related thereto, including, but not limited to, promissory notes, security instruments, loan agreements, financing statements, lease agreements, closing documents, and any and all other documents necessary to consummate the transactions contemplated as part of said loan.

INTRODUCED, READ, AND SET FOR PUBLIC HEARING THIS 16TH DAY OF FEBRUARY, 2016

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING AND PUBLIC HEARING THIS __ DAY OF _____, 2016

TOWN OF CRESTED BUTTE

By: _____
Glenn Michel, Mayor

ATTEST:

By: _____
Lynelle Stanford, Town Clerk

[SEAL]



Staff Report

February 16, 2016

To: Mayor Michel and Town Council
Thru: Todd Crossett, Town Manager
From: Michael Yerman, Town Planner
Subject: Cypress Foothills Slate River Waste Water Connection Development Proposal
Date: February 16, 2016

Background:

On October 9, 2014, Cypress Foothills, LP submitted an annexation request for the 44.5 acre parcel known as the Slate River Annexation. The Town reviewed the application for 115 residential units and a block of commercial along the Gothic Corridor to be annexed into the Town. After approval of the Concept Review application, the Town and Cypress were unable to come to terms on a pre-annexation agreement for the development. On August 5, 2015 Cypress formally withdrew their annexation application.

In November Cypress initiated discussions at Gunnison County to submit a Major Impact application for 19 single-family home sites. At this time, the County, in accordance with the Intergovernmental Agreement Regarding the Upper East River Valley Area-wide 201 Facilities Plan ("IGA"), encouraged Cypress to engage the Town on gaining permission to connect to the Town's waste water system.

The IGA identifies County lands eligible for service in the Town's Waste Water Service Area ("WWSA"). The IGA allocates 150 EQR's, Equivalent Residential Uses, for lands outside of the Town boundary. At this time, a total of 30 EQR's have been allocated for development in the Town's WWSA for McCormick Ranch and Paradise View LLC. The applicant is estimating approximately 60 EQR's would be required to serve the proposed development, which is within the Town's existing capacity.

Incidentally the Town is in the process of expanding the Town's current Waste Water plant, due to demands caused by the influx of visitors using the Town waste water system during peak tourist seasons. These upgrades will increase the Town's ability to service additional development in the Town's WWSA. Regardless of the pending expansion, however, The Town has enough available EQR's, under the original 150 EQR's allocated in the IGA, to service the proposed Cypress development in the county.

Following a series of preliminary negotiations with Town staff, Cypress presented the Council, on January 11, with a proposal for an application that would require both Town and County review. The process for the review of the proposed application and connecting to the Town's waste water system

is outlined below under the Process section of this staff report. During the meeting, the Council accepted public comment on the proposal. On January 11th, the public and Council raised three questions concerning the proposal, including: public access to the Slate River and trails, traffic, and building size of structures. Town staff worked with Cypress to come up with several compromises that should adequately address these issues. On January 25th, the Council again took public comment. The last major issue was the possibility of a gate being installed across the bridge along Road A. A provision was added to the pre-annexation to ensure no gate would be installed in the future. These are addressed under the New Deal Points and Public/Council Comment section of this staff report.

At the end of the meeting on January 25th, the Council instructed the Town Staff and Town Attorney to amend the pre-annexation to address the issues raised by the public and to prepare a Resolution for the meeting on February 16th. The amended pre-annexation agreement was made available to the public on the Town's website on January 28th. Both the amended pre-annexation agreement and Resolution are attached to this staff report.

Process:

Section 13-1-280 requires the Town to enter into a pre-annexation agreement for the extension of waste water services. The pre-annexation agreement shall "...among other things, require that the property owner agrees that its land shall be annexed if and when the Town elects that such property shall be annexed."

A pre-annexation agreement does not grant any land use approvals above the agreed upon density and terms for "if and when" annexation as required the Town. The agreement outlines terms for future annexation and the land use process for the applicant to proceed with their development plans. At this time, Cypress has proposed a development proposal that is mutually beneficial to the Town and Cypress.

Cypress has proposed up to 24 single-family lots to be developed in the County on the east side of the Slate River and 6 residential lots to be annexed into the Town on the west side of the Slate River. The remaining 10.77 acres on the west side of the Slate River adjacent to the Gothic Corridor would be dedicated to the Town as a public benefit. This western portion of the land would be subdivided off during the Major Subdivision process and then annexed into the Town. It would be zoned for parks, open space, public and non-profit institutions, and affordable housing.

In the proposed development scheme, Cypress must process a Major Impact application through the County for the 24 single-family lots prior to the annexation of the lands located on the west side of the Slate River. If Cypress is successful in gaining approval with the County, then they may proceed with their proposed development in the Town. The Town would then master plan, annex, subdivide, and zone the western portion of the property at the Town's expense but would have the benefit of relevant work that has already been completed by Cypress so as not to incur duplicative expense.

The installation of infrastructure, the partial cleanup of certain portions of the landfill, and the dedication of the 10.77 acres for the public benefit is being considered for the annexation and subdivision requirements for the 6 residential lots to be developed within the Town per Chapter 15 and 17 of the Town's Municipal Code. If Cypress proposes more than 24 single-family lots in the County, then the Town retains its right to require annexation of the entire property.

If Cypress's Major Impact Application fails, the pre-annexation agreement will become null and void. It is important for the public to understand that both the Major Impact application process and the

Annexation of the western portion of the property will require multiple public hearings with the County and with the Town Council. The public is encouraged to attend and comment at these public hearings on both applications. Comments received during these land use applications will be entered into the public record, and it is important that comments are directed toward the appropriate reviewing agency because these will become quasi-judicial proceedings.

Deal Points:

Cypress has proposed to limit the number of single-family lots on the east side of the Slate River to 24. Cypress will submit a Major Impact application to the County for approval of the subdivision of these lots. The Town, by providing waste water services, will allow the applicant to deviate from the 1 acre minimum lot size because the development would be connected central sewer per the County Land Use Regulations.

Cypress has proposed several additional conditions as they relate to the development proposal on the eastern portion of the property. Per Section 13-1-280, Cypress originally proposed to comply with maximum square footage requirements as set forth by the McCormick Ranch Sewer Connection Agreement Reception #504296 for primary structures to be limited to 5,000 square feet with an additional allocation of square footage for accessory structures such as barns and garages. After discussions with the Council, they have reduced the total size of accessory structures to an additional 750 square feet. This issue is addressed further below under public comment.

Cypress has proposed a 50' building setback buffer to the high quality wetlands on the eastern portion of the property – which is in excess of the County's 25' minimum setback.

In exchange for the Town permitting connection to the Town's Waste Water system, Cyprus has proposed to annex the entire western portion of the property into the Town. The applicant would retain ownership of a 2.2 acre developable parcel immediately adjacent to the Slate River on the west side in the territory to be annexed. This parcel would be subdivided into six lots that would be zoned R- 1 at the time of annexation. Development of lots within this parcel would be subject to Town codes.

Cypress has proposed to a Voluntary Cleanup Program ("VCUP") to be processed and approved through the Colorado Department of Public Health and Environment ("CDPHE") for the portions of the landfill located on their property for the benefit of the Town. There are three different areas of the site that would receive varying levels of treatment. Cyprus would proceed under a single VCUP, but for the purposes of the staff report, they are identified separately below.

For VCUP 1 Cypress has proposed to clean up space for a preschool and an emergency services center, that could include a fire department and possibly the Marshall's Department. These parcels are located south of Road A and west of 8th Street. The addition of an emergency services center would free up two buildings for public use in the core. Cyprus has requested a reduction in the maximum building height of 30' for the northern parcel located along the gothic corridor. Staff believes this is consistent with scale considerations relevant to the entrance of Town.

VCUP 2 would be carried out along Butte Avenue and would allow for a 1 acre parcel that could be used for a future affordable housing project. This parcel would be zoned R-4 or R-2a.

VCUP 3 would cap the remaining 3.89 acre portion of the landfill for park-type use. At the conclusion of the VCUP process, Cypress would receive a "no further action" designation from CDPHE. A covenant would be placed on this portion of the dump that would expire in ten years or at Cypress's

final build out of the lots on the east side of the Slate River. The covenant would allow for open space uses such as: a sledding hill, park, or trails. After expiration of the covenant, the Town could dedicate the property to other public uses or an additional affordable housing project. To further develop the property in the future, the Town would be responsible for cleaning up this portion of the landfill.

The total cost of cleanup is estimated at \$1-\$1.6 million dependent on Gunnison County accepting the waste. If Gunnison County does not accept the waste, it would be hauled to Montrose, resulting in a cost at the higher end of the estimated range. Cypress has requested the Town contribute \$350,000 in exchange for conveyance of the capped parcel (parcel 4 – see below) in order to help offset the costs of the proposed cleanup for these parcels. Council would need to commit to this expenditure for compliance with TABOR.

After the cleanup, Cypress would transfer title to the Town for the three unencumbered parcels one encumbered parcel on the west side of the Slate River for public use. Parcel 1 is located next to the Gothic Corridor and has a developable area of 1.4 acres. Parcel 2 would be 1.9 acres after Cypress has finished its cleanup. Both parcels would be zoned P. This would allow for public and non-profit uses on both parcels. These parcels could comfortably accommodate public uses such as a fire station relocation, pre-school, or regional park on these dedicated lands. Additional supporting non-profit uses could also collocate in the P-zone. Parcel 3, along Butte Avenue, would be for a future affordable housing project. Parcel 4 would be the parcel subject to the covenant as noted above.

Cypress would install the necessary roads and infrastructure to service their development, including 8th Street, as well as to the Town dedicated parcels on the western portion of the property. The Town would be responsible for a water main extension to the parcels located west of Cypress's 6 residential lots. The applicant would be required to submit engineered plans for waste water infrastructure and roads for the Town's approval during their Major Impact Review with the County.

New Deal Points and Public/Council Comment:

After taking into consideration the Council and public comment given during the meeting on January 11th, Town Staff and Cypress worked to reach a compromise on the issues regarding public access and trails, traffic, and building size.

The applicant has proposed an extension to the Town's perimeter trail along the eastern portion of the public works yard and a public boater access on the south side of the new bridge. The applicant has proposed to construct this trail within two years of the western property being annexed into the Town. For this trail and boater access to be tenable, the applicant has also agreed to construct a secure fence along the eastern border of the public works yard and to relocate the waste water plant outflow further south, away from the proposed boater access.

Traffic at the Gothic intersection was brought up as a concern of the newly constructed Road A. It should be noted that the proposal represents a significant reduction in the originally proposed annexation density from 115 to 30 units – a reduction of 85 units that were originally proposed to use this intersection as the primary access to the Gothic road corridor. Cypress is required to submit a traffic analysis to the County with their Major Impact application. It is also important to note Gothic road is a county maintained road. Cypress has agreed to include the proposed uses on the western portion of the property in their study for the County consideration during Major Impact Review.

The last issue the Council and public raised on January 11th was on maximum building size on the eastern portion of the property. Cypress originally proposed a maximum primary building size of

5,000 square feet and an additional allowance for accessory structures of up to 3,200 square feet. The Council asked for a reduction to a total aggregate building size of 5,000 square feet. Cypress has proposed a compromise of an additional 750 square for accessory structures. This is compromise is a significant reduction in the allowed 10,000 square foot building size under County standards.

On January 25th, both the public and Council raised concerns regarding the possibility that the eastern portion of the property could become a gated community and that a gate would be installed across Road A. The applicant agreed to add a provision to the agreement to ensure a gate would not be installed to the eastern portion of the property.

Staff Recommendation:

Town Staff believes the Pre-Annexation Agreement, as proposed, represents reasonable compromise and significant mutual benefit for both the Town and Cypress.

Town Staff recommends the Council approve Resolution 4, Series 2016 authorizing the Mayor to execute the Pre-Annexation Agreement between the Town of Crested Butte and Cypress Foothills, LP.

J. D. BELKIN & ASSOCIATES, LLC

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MEMORANDUM

Non Attorney - Client Privileged and Confidential Communication

TO: Town Council

CC: Michael Yerman, Town Planner
Todd Crossett, Town Manager

FROM: John D. Belkin, Town Attorney

DATE: February 11, 2016

RE: Pre-Annexation Agreement with Cypress Equities, LP

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- In your packets is the draft Pre-Annexation Agreement (the “**Agreement**”) with Cypress Equities, LP (“**Cypress**” and “**Applicant**”) for your review, discussion and possible action pursuant to Resolution No. 4, Series 2016.
 - Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.
 - The following is a summary of certain key deal points and associated terms that are set forth in the Agreement that you need to be cognizant of. All other important deal points have been addressed in Town Planner, Michael Yerman’s Staff Report.
 - ✓ *The Agreement reflects the memorialization of a deal offered to the Town, as opposed to one that has been processed and negotiated through a traditional annexation petition where the Town controls the decisions as to dedications, etc.* As such, the Agreement is the result of discussions between the Town Staff and the Applicant, and Applicant offering to provide certain concessions on terms agreed to by the parties, in stark contrast as to where the Town requires such dedications under its annexation and subdivision requirements set forth in Chapters 15 and 17 of the Code. That Agreement represents a reflection of the Application and the deal points included therewith by Applicant into the Agreement.

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- ✓ **Section 5, 5.2 and 6.4.1.** The West Parcel shall be developed pursuant to the Town's annexation requirements. Applicant shall file and the Town shall process an annexation application for the West Parcel pursuant to the Crested Butte Municipal Code (the "**Code**"), including Chapter 17 thereof.
 - All costs and expenses, including attorneys' fees and other third party costs incurred by the Town in connection with the proposed annexation and associated development matters shall be borne by the Town. The requirement of Applicant to repay such costs and expenses incurred by the Town in connection with the Application is waived by the Town Council under the Agreement.
 - **Section 6.4.1.7.** The Town acknowledges that development of the West Parcel is unique and is unlikely to fit neatly into each and every one of the more formulaic requirements of the Town's annexation and subdivision requirements under the Code. The Town acknowledges that the Code affords the Town Council the flexibility necessary to annex and develop the West Parcel consistent with the Agreement and in the best interest of the Town's citizens.
- ✓ **Section 6.3.** Applicant shall process the cleanup of those portions of old Town landfill located on the West Parcel pursuant to the Colorado Department of Health and Environment, Voluntary Cleanup program (VCUP) program. *Those portions of the old Town landfill located on the Town's property are not subject to clean up by Applicant, except as described in Section 6.4.12 below.*
 - In connection with such Applicant VCUP cleanup of the old Town landfill, the obligation (i.e., Applicant, Town or a combination of both) for to pay any costs of cleaning-up such property over 110% of Applicant's estimated costs thereof shall be agreed to by the parties before any cleanup commences.
 - **Section 6.4.12.** Subject to the Town's prior approval, Applicant has the right to cleanup any portion of the old Town landfill located on Town-owned property; provided that, Applicant must indemnify the Town, on terms acceptable to the Town, in connection with such cleanup and associated environmental matters.
- ✓ **Section 7.** Provided that Applicant's County Application is, and remains, consistent with the terms and conditions of the Agreement, the Town may not impose any further obligations on Applicant's subdivision and development of the East Parcel with the County, nor shall it object to the County's approval of the

Town Council
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County Project at any phase thereof, nor shall it advocate for additional restrictions on the East Parcel.

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RESOLUTION NO. 4

SERIES NO. 2016

**RESOLUTIONS OF THE CRESTED BUTTE TOWN
COUNCIL APPROVING THE PRE-ANNEXATION
AGREEMENT PURSUANT TO SECTION 13-1-280 OF THE
CRESTED BUTTE MUNICIPAL CODE BETWEEN THE
TOWN AND CYPRESS FOOTHILLS, LP**

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, Cypress Foothills, LP ("**Applicant**") submitted to the Town on January 9, 2016 that certain Planning Development Application (the "**Application**") requesting that Applicant be given the right and approval to connect its real property, approximately 44.5 acres (the "**Subject Property**"), to the Town's sewer system pursuant to §13-1-280 of the Crested Butte Municipal Code (the "**Code**");

WHEREAS, §13-1-280 of the Code authorizes the Town to provide sewer services outside of the Town's municipal boundaries in certain circumstances; the Subject Property is located within the Town's Waste Water Service Area; and an Intergovernmental Agreement Regarding the Upper East River Valley Areawide 201 Facilities Plan (the "**IGA**") to which the Town is a party contemplates that the Town may provide sewer services to properties within its Waste Water Service Area;

WHEREAS, in connection with the Application, Applicant has agreed, in exchange for the right and approval to connect the Subject Property to the Town's sewer system, to convey title to part of the Subject Property to the Town, subject to certain requirements and conditions, along with Applicant's performance of certain other obligations, all to be memorialized in a Pre-Annexation Agreement (the "**Agreement**") to be entered into by the Town and Applicant;

WHEREAS, at the Town Council's January 25, 2016 Town Council meeting, the Town Council considered a preliminary draft of the Agreement following a presentation by Applicant, consideration of a Town Staff report and recommendations from Town Staff, as well as receipt of public comments on the Agreement;

WHEREAS, following consideration of Applicant's presentation of the Agreement, the Town Staff's report and recommendations and public comment on the Agreement, the Town Council moved to instruct the Town Staff and Town Attorney to prepare these resolutions approving the Agreement;

WHEREAS, the Town Council now desires to approve the Agreement addressing the terms for the right and approval of Applicant to connect the Subject Property to the Town's sewer system, to convey title to part of the Subject Property to the Town, subject to certain

requirements and conditions, along with Applicant's performance of certain other obligations;
and

WHEREAS, the Town Council finds that after considering the presentation of the Agreement by Applicant, the Town Staff's report and recommendations and public comment on the Agreement at its January 11, 25, 2016 and February 16, 2016 Town Council meetings, these resolutions approving the Agreement are in the best interest of the health, safety and welfare of the Town, its residents and visitors

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

1. **Approval of Pre-Annexation Agreement.** The Town Council hereby approves the Agreement in the form attached hereto as **Exhibit "A."** The following findings support such approval as being in the best interest of the health, safety and welfare of the residents and visitors of Crested Butte.

1.1 The Agreement recognizes the authority of Gunnison County and the Town to approve land use applications that shall be submitted by Applicant in conjunction with the Agreement.

1.2 The Agreement contemplates Applicant transferring four separate parcels to the Town for public uses and affordable housing that are consistent with the dedication requirements under Chapter 15 and Chapter 17 of the Code.

1.3 The Town has the capacity to serve the Applicant's 24 proposed residential lots to be developed within the jurisdiction of Gunnison County with wastewater services under the IGA.

1.4 The Agreement contemplates the creation of public access and other recreational areas along the Slate River and within the Town-owned parcels for the public benefit.

1.5 The Town retains its authority to master plan and annex the western portion of the Subject Property.

2. **Authorization of Mayor to Execute Pre-Annexation Agreement.** The Town Council hereby authorizes the Mayor to execute the Agreement in the form attached hereto with only those changes made thereto as are approved by the Town Attorney.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL OF THE
TOWN OF CRESTED BUTTE THIS __TH DAY OF FEBRUARY 2016.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

ATTEST

Lynelle Stanford, Town Clerk (SEAL)

EXHIBIT “A”
(Pre-Annexation Agreement)

[attach here]

**RECORDING REQUESTED BY:
WHEN RECORDED RETURN TO:**

Town of Crested Butte
Attn: Town Clerk
P.O. Box 39
Crested Butte, CO 81224

PRE-ANNEXATION AGREEMENT

THIS PRE-ANNEXATION AGREEMENT (this "**Agreement**") is made and entered into this ___ day of _____, 2016 (the "**Effective Date**"), by and between the **TOWN OF CRESTED BUTTE, COLORADO** (the "**Town**"), a Colorado home rule municipality and **CYPRESS FOOTHILLS, LP** ("**Applicant**"), a Texas limited partnership.

RECITALS:

A. At the Town Council's January 11, 2016 Town Council meeting, the Town Council considered an application (the "**Application**") from Applicant requesting that Applicant be given the right and approval to connect its real property, approximately 44.5 acres in size, as legally described in **Exhibit A** attached hereto (the "**Subject Property**") to the Town's sewer system pursuant to §13-1-280 of the Crested Butte Municipal Code (the "**Code**").

B. Section 13-1-280 of the Code authorizes the Town to provide sewer services outside of the Town's municipal boundaries in certain circumstances; the Subject Property is located within the Town's Waste Water Service Area; and an Intergovernmental Agreement Regarding the Upper East River Valley Areawide 201 Facilities Plan to which the Town is a party contemplates that the Town may provide sewer services to properties within its Waste Water Service Area.

C. As part of the Application, Applicant has agreed, in exchange for the right and approval to connect the Subject Property to the Town's sewer system, to convey title to part of the Subject Property to the Town, subject to certain requirements and conditions, along with Applicant's performance of certain other obligations hereunder.

D. During said Town Council meeting, the Town Council received and considered a Town Staff Report addressing the Application, as well as comment from the public on the Application.

E. Following presentation of the Application by Applicant, Town Staff's presentation and the Town Council's receipt of comments from the public, the Town Council considered the Application and moved to instruct the Town Staff and Town Attorney to prepare a pre-annexation agreement reflecting Applicant's Application and including therein such other terms and condition as are deemed necessary and advisable.

F. The Town and Applicant now desire to memorialize the terms and conditions respecting the Application, the conveyance of title to part of the Subject Property to the Town, the requirements and conditions in connection with such conveyance, and Applicant's performance of certain other obligations in this Agreement pursuant to §13-1-280 of the Code.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Applicant agree as follows:

1. **Purpose.** The purpose of this Agreement is to set forth certain, binding terms and conditions upon which the Town and Applicant agree as respects the discrete subject matters addressed herein. By Applicant's performance of its obligations set forth herein, Applicant shall be authorized to connect to the Town's sewer system pursuant to §13-1-280 of the Code.

2. **No Other Vested Right.** No vested right or entitlement of any kind whatsoever are being granted or conveyed by the Town to Applicant other than the contractual rights between the parties arising by virtue of this Agreement.

3. **Incorporation.** The Application is incorporated herein. In the event of any inconsistency between any term or condition of this Agreement and the Application, this Agreement and such inconsistent term or condition herein shall in all cases prevail and control.

4. **Term.** Applicant shall have 48 months from the Effective Date of this Agreement to: (a) obtain approval from Gunnison County (the "**County**") of its Major Impact Land Use Change Application (the "**County Application**") project (the "**County Project**"), as further described in paragraph 5; (b) obtain approval from the State of Colorado Department of Public Health and Environment ("**CDPHE**") of the voluntary cleanup plan further described in paragraph 6.3; and (c) convey the Town Parcels (as defined below). If after the expiration of 48 months, the Town fails to extend this Agreement by resolutions of the Town Council, this Agreement shall terminate and be of no further force and effect, and the parties shall be relieved of their respective obligations hereunder upon such termination.

5. **Subject Property Development.** Applicant shall develop the portion of the Subject Property east of the Slate River (the "**East Parcel**") by filing the County Application and seeking approval of the County Project from the County pursuant to the County's Land Use Resolution. Applicant shall develop the portion of the Subject Property west of the Slate River (the "**West Parcel**") through the Town's annexation process, including Chapter 15 of the Code, subject to the terms contained herein. The West Parcel and the East Parcel are legally described on **Exhibit A**. This boundary line between the West Parcel and the East Parcel generally corresponds to the western boundary of the wetlands along the west bank of the Slate River as it flows through the Property, as such wetlands have been delineated by the United States Army Corps of Engineers. The Town's municipal boundary, following annexation of the West Parcel, shall be extended north and east to the boundary between the West Parcel and the East Parcel. Cypress agrees not to erect a gate or fence across Road A at the boundary between the West Parcel and the East Parcel.

5.1 **East Parcel Generally.** The East Parcel shall be developed through the County into a residential neighborhood.

5.2 **West Parcel Generally.** Subject to the terms and conditions contained herein, the majority of the West Parcel shall be conveyed to the Town for use as affordable housing, open space, parks, public and other civic uses. Such potential uses include, without limitation, an emergency services center, preschool, open space, parks, recreational facilities, and affordable housing, at the locations further specified in paragraph 6.4 below. Applicant shall retain a parcel located in the northeast corner of the West Parcel along the Slate River (the “**Applicant Retained Lands**”), as legally described on **Exhibit A**, which shall be developed into no less than six residential lots in connection with the annexation of the West Parcel.

5.3 **Site Plan.** The site plan attached hereto to as **Exhibit B** shows the East Parcel, the West Parcel, “**Road A**,” “**Road B**,” and the general location of the proposed uses on the West Parcel. **Exhibit B** is preliminary in nature; it is not a final site plan or lot layout.

6. **Subject Property Development Specifics.** Development of the Subject Property shall occur in the following order and pursuant to the following terms and conditions:

6.1 Applicant shall file its County Application with the County as soon as practicable after the Effective Date.

6.1.1 At the time the Applicant submits its Preliminary Plan Application to the County, Applicant shall also submit to the Town its plan for connecting the East Parcel to the Town’s sewer system and its plan for constructing Road A on the West Parcel according to *Public Works Criteria for Design and Construction of Earthwork, Sewer and Water* (the “**Town Specifications**”).

6.1.2 Upon County approval of the County Project, Applicant will enter into a standard sewer connection agreement with the Town, which agreement (a) shall be substantially similar to the sewer connection agreements the Town has previously used to extend sewer service beyond its municipal boundaries, and (b) shall not be inconsistent with this Agreement (the “**Sewer Connection Agreement**”).

6.1.3 The traffic study Applicant prepares as part of its County Application will include the proposed uses on both the East Parcel and the West Parcel.

6.1.4 This Agreement and all of the terms hereof shall be contingent and are hereby expressly conditioned upon Applicant obtaining County approval of the County Project on the East Parcel, together with approval for the construction of Road A across the West Parcel, as reflected on **Exhibit B**, which County approval is satisfactory to Applicant in its sole discretion (the “**Requisite Approval**”). In the event Applicant fails to obtain the Requisite Approval, this Agreement shall be null and void and the parties shall have no further obligations to one another.

6.2 If Applicant obtains the Requisite Approval from the County on the East Parcel, the County-approved final plat of the Subject Property shall reflect the West Parcel as a remainder tract. No activities related to the West Parcel, including but not limited to its planning, annexation, zoning, subdivision and development shall delay Applicant’s construction

of road and utility infrastructure (including but not limited to the construction of Road A as reflected on **Exhibit B**) necessary to sell the residential lots approved by the County on the East Parcel; provided that, before Applicant constructs any such road and utility infrastructure across and through the West Parcel to the East Parcel, including Road A, Applicant shall deliver to the Town, and the Town will review, and not unreasonably withhold its approval of, an engineering feasibility study regarding the delivery of wastewater services to the East Parcel, and the parties will enter into the Sewer Connection Agreement. Applicant shall pay the Town's costs and expenses of reviewing and approving the engineering feasibility study delivered to the Town pursuant to this paragraph 6.2, and such costs and expenses the Town incurs in connection with the preparation and execution of the Sewer Connection Agreement.

6.3 If and when Applicant obtains the Requisite Approval from the County on the East Parcel, Applicant shall promptly enter the portions of the Old Town Landfill located within the West Parcel as reflected on **Exhibit B** into the Colorado Voluntary Cleanup Program ("**VCUP**") administered by CDPHE. Applicant shall request approval from CDPHE of a cleanup plan proposed by Applicant that meets CDPHE standards necessary to allow a portion of Town Parcel 2 (as defined below) to be used for a preschool; Town Parcel 3 (as defined below) to be used for the development of affordable housing; and Town Parcel 4 (as defined below) to be used as open space. Applicant's receipt of a no action determination from CDPHE confirming that Applicant has achieved the cleanup standards described above (the "**No Action Determination**") is an express condition precedent to Applicant's obligation to convey the Town Parcels to the Town. In the event Applicant fails to obtain the No Action Determination, this Agreement shall be null and void and the parties' shall have no further obligations to one another.

6.3.1 In connection with the VCUP, Applicant shall obtain and provide to the Town an estimate of the cost of obtaining the No Action Determination based on the cleanup plan proposed by Applicant and approved by CDPHE (the "**Estimated Cleanup Cost**"), which such estimate shall be stamped by a Colorado licensed professional engineer. Applicant shall initiate and complete the approved cleanup with reasonable diligence, provided that in no event shall Applicant be required to spend more than 110% of the Estimated Cleanup Cost in pursuing the No Action Determination. In the event the actual cleanup cost exceeds the Estimated Cleanup Cost by more than 10%, Applicant and the Town shall consult with one another on how the excess costs of the cleanup shall be paid.

6.4 Upon Applicant's receipt of the No Action Determination, Applicant shall be obligated to convey by quitclaim deed, on an "as is where is" basis, made without representations or warranties as to the physical or environmental conditions (the "**Deed of Conveyance**") "**Town Parcel 1**," "**Town Parcel 2**," "**Town Parcel 3**," and "**Town Parcel 4**" (each a "**Town Parcel**"; together collectively, the "**Town Parcels**") on the West Parcel. The Town Parcels are legally described on **Exhibit A**. The Town Parcels are subject to the encumbrances and exceptions set forth on **Exhibit C**. The Deed of Conveyance also will be subject to the terms and conditions of this Agreement, and expressly set forth the restrictions and obligations contained in paragraphs 6.4.4 and 6.4.5 hereof. Other than any conditions, limitations, and restrictions imposed by Gunnison County as part of its approval of the County Project, Applicant agrees not to further encumber the Town Parcels, provided however that in the

event the County imposes an obligation or restriction that precludes the Town's ability to use the Town Parcels for the uses contemplated herein, then the Town shall have the right to terminate this Agreement, and the parties shall be relieved of their respective obligations hereunder upon such termination. Applicant's obligation to convey the Town Parcels shall be subject to the following express conditions precedent:

6.4.1 Following the Requisite Approval from the County, Applicant shall file an annexation petition pursuant to Chapter 15 of the Town Code seeking to annex the West Parcel. The Town shall, as soon as practicable, initiate and process to completion the master planning, annexation, zoning and subdivision processes for the West Parcel consistent with this Agreement. The Town shall consult with Applicant, and Applicant shall cooperate with, the Town's planning, annexation, zoning and subdivision of the West Parcel, including but not limited to providing the Town all engineering, surveys, and other non-privileged materials related to the Subject Property already in Applicant's possession, custody, or control. However, except as otherwise set forth herein, the completion of these processes for the West Parcel shall be the primary responsibility of, and at the sole cost and expense of, the Town, and all costs to Applicant shall be waived.

6.4.1.1 The Applicant Retained Lands shall be subdivided into at least six Town lots and zoned as one of the Town's existing residential zoning designations.

6.4.1.2 Town Parcel 1 shall be zoned "P" Public. Any emergency services center to be located on the Town Parcels shall be located only on Town Parcel 1. The Town shall not develop the pond wetlands located within Town Parcel 1, other than as related to the extension of Road B. No building constructed on Town Parcel 1 shall exceed 30 feet in height.

6.4.1.3 Town Parcel 2 shall be zoned "P" Public and shall be designated for use as a preschool, associated supported uses, and improved parks.

6.4.1.4 Town Parcel 3 shall be zoned "A-O" Agriculture-Open District, "P" Parks, "R2A" Residential, and/or "R4" Residential/Multi Family; provided, however, that if Town Parcel 3 is zoned "R2A" or "R4," Town Parcel 3 shall only be used for the development of affordable housing.

6.4.1.5 Town Parcel 4 shall be zoned "A-O," "P," "R2A" and/or "R4"; provided, however, that: (a) Town Parcel 4 shall only be used as open space and/or parks until the earlier to occur of (i) the sale and closing of all of the residential lots on the East Parcel and the Applicant Retained Lands, (ii) 10 years from the Effective Date, or (iii) approval by Applicant or its successor in interest (the "**Land Conservation Covenant**"); (b) after the expiration of the Land Conservation Covenant, if any portion of Town Parcel 4 is zoned "P", such portion shall only be used for open use recreational facilities, parks, or playfields, libraries or museums, art centers, schools, essential governmental uses (but not public utility facilities), a bus stop, and parking ancillary to the foregoing uses; and (c) if any portion of Town Parcel 4 is zoned "R2A" and/or "R4," such portion shall be no larger than Town Parcel 3, shall be adjacent

to and located immediately north of Town Parcel 3, shall be no wider from north to south than Town Parcel 3, and shall only be used for the development of affordable housing.

6.4.1.6 Within two years of annexation, Applicant will construct a river trail along with west bank of the Slate River through the West Parcel as shown on **Exhibit B** (the “**River Trail**”) in order to provide potential connectivity to the existing Rec Path south and east of the Subject Property. Concurrently, with the construction of the River Trail, Applicant will move the sewer outfall to the south and construct fencing between the River Trail and the Town’s Public Works Yard. Applicant shall choose the design, style, and material for such fencing, but Applicant shall consult with the Town to ensure that the final design, style, and materials selected for this fencing are reasonably sufficient to create a distinct barrier between the River Trail and the Public Works Yard that is no less secure than a chain link fence six feet in height. In addition, in order to provide boater access to the Slate River from its west bank, immediately south of the Road A bridge (the “**Boat Launch**”), and on the Slate River as it flows through the Property, Applicant and the Town shall enter into a boater access easement agreement concurrently with the conveyance of the Town Parcels memorializing such access in perpetuity. This easement agreement will address the terms and conditions for boater access to the Slate River as it flows through the Property as well as associated uses of the Boat Launch, including but not necessarily limited to, other permissible recreational uses of the Boat Launch and vehicular access to and from the Boat Launch. Finally, Applicant reserves the right, in its sole discretion, and at its sole expense, to install odor controls on the wastewater treatment plant, as contemplated by the Public Works Facility Master Plan prepared by JVA, Incorporated.

6.4.1.7 The annexation and development of the West Parcel is unique and is unlikely to fit neatly into each and every one of the more formulaic requirements of the Town’s annexation and subdivision provisions. The Town Code affords the Town Council the flexibility necessary to annex and develop the West Parcel consistent with this Agreement and in the best interest of the Town’s citizens. *See, e.g.,* § 15-1-60(a)(10) & (b)(2)(d); § 15-1-70(a)(3) & (b)(1); § 15-1-80(b)(7) & (b)(14).

6.4.1.8 Prior to the conveyance of the Town Parcels, the Town shall release Applicant, its partners, affiliates, lenders, agents, employees, and all predecessor owners of the Town Parcels in connection with the transfer of the Town Parcels, including all portions of the Old Town Landfill located on Town Parcel 2, Town Parcel 3 and Town Parcel 4, that shall include a release of all claims and covenant not to sue with respect to any site conditions and or any responsibilities or liabilities, including without limitations any environmental liabilities related to the Town Parcels. The Town shall record against Town Parcel 2, Town Parcel 3, and Town Parcel 4 notice, confirmation and a release and covenant not to sue Applicant, its partners, affiliates, lenders, agents, employees, and all predecessor owners of the Town Parcels, which shall be a condition of any transfer to any future purchaser, and to which any future purchaser of any portion of such Town Parcels must agree.

6.4.2 The Town Parcels shall be conveyed by Applicant to the Town once Applicant has obtained the No Further Action determination from CDPHE and the Town Parcels have been legally subdivided, approved, annexed, and zoned.

6.4.3 Town Parcel 1, Town Parcel 2 and Town Parcel 3 shall be conveyed to the Town without any financial consideration. Town Parcel 4 shall be conveyed to the Town in exchange for \$350,000.00, which amount is a portion of the anticipated cost of obtaining the No Action Determination.

6.4.4 The Deed of Conveyance shall require the Town to refrain from any uses of the Town Parcels affected by the Old Town Landfill that may disturb any cap associated with the approved cleanup, and any other controls and conditions contained in the No Action Determination. The Deed of Conveyance shall also include: (a) the right of Applicant to enforce, through injunctive relief, the terms of this Agreement and the controls and conditions contained in the No Action Determination; and (b) the obligation of the Town to obtain Applicant's consent to any amendment or modification to the terms of this Agreement and the controls and conditions contained in the No Action Determination.

6.4.5 The Deed of Conveyance shall include the Land Conservation Covenant. The final Land Conservation Covenant shall be reasonably acceptable to the Town and consistent with this Agreement.

6.4.6 In the event that the Town desires to use Town Parcel 4 for any of the uses described in paragraph 6.4.1.5(b) or (c) above after the expiration of the Land Conservation Covenant, it shall be the Town's sole responsibility to undertake whatever other remediation of the applicable portion of the Old Town Landfill is required by CDPHE to modify the No Action Determination as needed to allow for the Town's proposed uses of Town Parcel 4, provided however, that in the event the Town uses a portion of Town Parcel 4 for affordable housing consistent with 6.4.1.5(c) above, it must, at a minimum, meet the same cleanup standards Applicant was required to meet for the cleanup of Town Parcel 3.

6.4.7 Applicant represents and warrants that it has provided to the Town all record and off record information within its possession regarding the Town Parcels, including, without limitation, any and all environmental reports, tests and studies thereof.

6.4.8 The maximum floor area of all buildings on a lot on the East Parcel shall not exceed 5,750 square feet in the aggregate. The main residence shall not exceed 5,000 square feet, and the sum total of all detached accessory buildings shall not exceed 750 square feet.

6.4.9 The Town shall cooperate with Applicant to ensure appropriate buffering between development of the East Parcel and the Applicant Retained Lands, on the one hand, and the Town Parcels and any Town properties, on the other hand. Development of the Town Parcels shall not compete with Applicant's residential development on the East Parcel and the Applicant Retained Lands. The Town shall reasonably permit the installation of buffers and other mitigation measures at Applicant's expense on Town property around the Town Public Works Yard as contemplated in the Town Public Works facility master plan, or as otherwise agreed to by the parties.

6.4.10 Applicant shall observe a 50-foot building set back from all high quality wetlands on the East Parcel. Lot boundaries on the East Parcel may extend to within 25 feet of a high quality wetland boundary. Lot boundaries on the East Parcel adjacent to low quality wetlands may extend to the low quality wetland boundary, provided that any such lot would have a building setback of 25 feet.

6.4.11 Applicant shall be responsible for the construction of Road A and Road B on the West Parcel, and all of the roads on the East Parcel at its sole cost expense. Road A and Road B on the West Parcel shall be constructed in accordance with the Town Specifications. Road A and Road B on the West Parcel shall be dedicated to the Town and maintained by the Town following acceptance thereof, subject to a two-year warranty by Applicant. The Town shall convey adequate right-of-ways for the benefit of Applicant and its successors and assigns for Road A and Road B on and through the West Parcel. All roads on the West Parcel shall be public. All roads on the East Parcel shall be private.

6.4.12 The right of way for the extension of Eighth Street north from Butte Avenue to Road A would cross Town Property (where the Town Public Works Yard is currently located) and the Subject Property. It is possible that there are portions of the Old Town Landfill within this right of way, on the Town's property, on Applicant's property, or both. If portions of the Old Town Landfill are located within the Eighth Street right of way on the Town's property, then the Town may elect to undertake whatever remediation is required by CDPHE to allow for the construction of Eighth Street through the Town's property to the Subject Property. If the Town elects to perform such remediation, or if there are not portions of the Old Town Landfill located on the Town property within the Eighth Street right of way, then in the event there are portions of the Old Town Landfill located within the Eighth Street right of way on Applicant's property, Applicant shall be responsible for undertaking whatever remediation is required by CDPHE to allow for the construction of Eighth Street through the Subject Property to the intersection between Eighth Street and Road A. Once the Town and Applicant have obtained any necessary approvals from CDPHE allowing for the construction of Eighth Street through their respective properties, or if CDPHE approval is not required, then, and only then, will Applicant be responsible for the performance of the construction of Eighth Street and associated utility infrastructure work. However, Applicant can, in its sole discretion, choose to perform all of the necessary cleanup of landfill materials itself, on both the Subject Property and Town property, but in order to perform any cleanup of landfill materials on the Town property, Applicant will be required to enter into an indemnification agreement that is satisfactory to the Town. If Applicant performs the construction of Eighth Street and associated utility infrastructure work pursuant to this paragraph 6.4.12, then such construction and associated utility infrastructure work shall be performed at Applicant's cost and expense. The Town shall provide access to Town property as necessary for all purposes related to the construction of Eighth Street and associated utility infrastructure. The Town shall provide Applicant with a release of all claims and covenant not to sue with respect to any site conditions and any responsibilities or liabilities, including without limitation any environmental liabilities, related to the Eighth Street construction and any associated utility infrastructure work. Until the Town and Applicant are able to achieve the construction of Eighth Street and associated utility infrastructure, the Town shall grant an easement for non-motorized pedestrian access to the Subject Property from Butte Avenue across Town property to the north (where the Town Public

Works Yard is currently located) for the benefit of the Subject Property, and allow Applicant to construct a trail at Applicant's expense, and at a location and pursuant to terms approved by the Town, in order to accommodate said easement.

6.4.13 Applicant shall be responsible for the installation of all utility infrastructure necessary to connect the residential lots on the East Parcel to the Town's sewer system pursuant to and in accordance with the terms and conditions of the Sewer Connection Agreement. All wastewater infrastructure shall be constructed in accordance with the Town Specifications, dedicated to the Town, and maintained by the Town following acceptance thereof, subject to a two-year warranty by Applicant.

6.4.14 Applicant shall be responsible for the installation of all utility infrastructure necessary to connect the Town's water and wastewater systems from the Town Parcels to the residential lots on the Applicant Retained Lands pursuant to and in accordance with the terms and conditions of a standard development improvements agreement to be executed upon the annexation of the West Parcel pursuant to paragraph 6.4.1 above that is (a) substantially similar to the development improvement agreements the Town has previously used, and (b) not inconsistent with this Agreement. Such infrastructure shall be constructed in accordance with the Town Specifications, dedicated to the Town, and maintained by the Town following acceptance thereof, subject to a two-year warranty by Applicant.

6.4.15 On the written request of the Town, Applicant shall permit and shall not unreasonably condition or delay an adjacent property owner's request to connect to the Town's sewer system through the East Parcel and the Applicant Retained lands; provided that any such connection shall not result in an increase in cost or expense to Applicant, but rather shall be borne by such adjacent property owner benefiting from such connection, with the terms and conditions and easements necessary for such future connections to be negotiated between Applicant and such third parties. Such terms and conditions shall include compliance with all applicable Town requirements, including, without limitation, §13-1-280 of the Code and the Town Specifications.

6.4.16 Applicant shall be responsible to pay availability fees in accordance with Section 13-1-160 of the Code (the "**Availability Fees**"). Applicant shall pay all Availability Fees for the East Parcel and Applicant Retained Lands upon the Town's acceptance of all wastewater infrastructure.

6.4.17 Pursuant to Section 13-1-280 of the Code, tap fees for residential lots on the East Parcel will be one and one half times (1.5x) per EQR of the in-Town rate (the "**Tap Fees**") as of the Effective Date.

6.4.18 Pursuant to Section 13-1-280 of the Code, monthly service fees for residential lots on the East Parcel will be two times (2x) per EQR of the in-Town rate (the "**Service Fees**") as of the Effective Date.

6.4.19 Applicant acknowledges that at all times, all road and related infrastructure maintenance and snow plowing on the East Parcel shall be the sole responsibility of Applicant at its cost and expense. Applicant shall provide, however, easements and associated

access for maintenance of all sewer infrastructure on the East Parcel which shall be performed in accordance with the Code. Applicant shall be responsible for all other road and utility infrastructure maintenance and snow plowing on the West Parcel, at its sole cost and expense, until the completion, acceptance, and dedication of such infrastructure.

7. **No Interference with Gunnison County's Jurisdiction.** For purposes of clarity, final approval of the subdivision and development of the East Parcel rests with Gunnison County, Colorado. The parties do not intend, and are not, by entering into this Agreement seeking to usurp or interfere in any way with the County's jurisdiction over the subdivision and development of the East Parcel, the County Land Use Resolution, or the County's land use change process. Provided that Applicant complies with the terms and conditions of this Agreement, the Town shall not impose any further obligations on Applicant's subdivision and development of the East Parcel with the County, nor shall it object to the County's approval of the County Project at any phase thereof, nor shall it advocate for additional restrictions on the East Parcel; provided that the County Application is, and remains, consistent with the terms and conditions of this Agreement.

8. **Compliance with Law.** When fulfilling its obligations under this Agreement, Applicant shall comply with all relevant laws, ordinances and regulations in effect as of the Effective Date. In addition, Applicant shall be subject to all laws, ordinances and regulations of general applicability that become effective after the Effective Date.

9. **No Waiver.** Applicant acknowledges and agrees that the Town is relying upon, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (currently \$350,000.00 per person and \$990,000.00 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.

10. **TABOR; Colorado Constitution, Article X, Section 20.** Notwithstanding any other provision in this Agreement to the contrary, the parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution ("**TABOR**"). (a) The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. (b) It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the parties' current fiscal period ending upon the next succeeding December 31. (c) Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available in accordance with ordinances and resolutions of the Town and other applicable law. (d) Nothing contained in this Agreement shall constitute a pledge of the full faith and credit of the general tax revenues, funds or moneys of the Town except the amount appropriated for the purpose of making payments hereunder during the current fiscal year. (e) The Town's obligation to pay \$350,000 to Applicant in exchange for the conveyance of Town Parcel 4 is subject to annual renewal and such obligation to pay shall be terminated upon the occurrence of an event of non-appropriation

and, in such event, (i) The Town shall not be obligated to pay \$350,000 for the conveyance of Town Parcel 4, and (ii) Applicant shall not be obligated to convey Town Parcel 4.

11. **Cooperation; Other Documentation; Instruments.** The parties shall reasonably cooperate with each other in order effect the transactions contemplated in this Agreement. The parties shall give, enter into, execute and approve such additional agreements, corporate approvals and instruments as are necessary and appropriate to effect such transactions.

12. **Assignment; Assumption.** This Agreement and the rights and obligations contained herein may be assigned or transferred by Applicant only upon written consent approved by resolutions of the Town Council, which such consent shall not be unreasonably withheld, provided however that the right of approval belonging to Applicant in paragraph 6.4.5(c) shall be freely assignable and transferrable to the homeowners association for the residential lots to be developed on the East Parcel. Any transfer or assignment without the necessary written consent shall be void *ab initio*. Upon any proper assignment or transfer hereunder, the assignee or transferee shall assume all the rights and obligations of Applicant hereunder.

13. **Termination.** Each party reserves the right to terminate this Agreement if the other party breaches any term or condition hereof, and, after receipt of written notice thereof from the non-breaching party, fails to cure such breach within 30 days of receipt of such notice; except that where such breach is not susceptible to timely cure despite reasonable efforts by the breaching party, the breaching party shall have such additional time as is reasonably necessary to effect a cure where such cure is being diligently pursued. In addition to termination of this Agreement, the non-breaching party may pursue all rights and remedies at law and in equity against the breaching party, including, without limitation, specific performance and actions for damages. Neither party shall be liable to the other for any incidental, special, or consequential damages.

14. **Authority.** The person executing this Agreement on behalf of Applicant does hereby covenant and warrant that as to Applicant, such person is duly authorized and has full right and authority to enter into this Agreement and that the person signing on behalf of Applicant is authorized to do so.

15. **Waiver of Defects.** In executing this Agreement, the parties waive all objections they may have over defects, if any, in the form of this Agreement, the formalities for execution, concerning the power of the Town to impose the conditions on Applicant as set forth herein, or over the procedure, substance or form of the resolutions adopting this Agreement.

16. **Entire Agreement.** This Agreement supersedes and controls all prior written and oral agreements and representations of the parties with respect to the subject matters addressed herein and represents the total integrated agreement between the parties with respect to such subject matters.

17. **Modification.** This Agreement shall not be amended or modified, except by subsequent written agreement of the parties approved by resolutions of the Town Council.

18. **No Waiver.** A waiver of any right or remedy on any one occasion shall not be construed as a bar to or waiver of any such right or remedy on any other occasion.

19. **General Release.** It is expressly understood that the Town cannot be legally bound by the representations of any of its elected officials, officers, employees, agents, representatives and attorneys or their designees, except in accordance with Town ordinances, the Code and the laws of the State of Colorado, and that Applicant, when dealing with the Town, acts at its own risk as to any representation or undertaking by the Town, its elected officials, officers, employees, agents, representatives, and attorneys or their designees, which is subsequently held unlawful by a court of law; provided, however, this paragraph shall not be construed to limit the rights and remedies of the parties otherwise provided by law, including under equitable doctrines such as estoppel.

20. **Notices.** Any notice or other information required by this Agreement to be sent to a party shall be sent by facsimile, e-mail, overnight courier or certified mail to the following:

Cypress Foothills, LP
Attention: Cameron Aderhold
8343 Douglas Ave., Suite 200
Dallas, Texas 75225
Facsimile: 214-283-1600
cameron.aderhold@cypressequities.com

with a copy to:

Cypress Foothills, LP
Attention: Brian Parro
8343 Douglas Ave., Suite 200
Dallas, Texas 75225
Facsimile: 214-283-1600
brian.parro@cypressequities.com

with a copy to:

Law of the Rockies
Attention: Marcus J. Lock
525 North Main Street
Gunnison, Colorado 81230
Facsimile: 970-641-1943
mlock@lawoftherockies.com

Town of Crested Butte
Attention: Michael Yerman
507 Maroon Avenue
P.O. Box 39

Crested Butte, Colorado 81224
Facsimile: 970-349-6626
myerman@crestedbutte-co.gov

with a copy to:

J. D. Belkin & Associates, LLC
Attention: John Belkin
502 Whiterock Avenue, Suite 200
P.O. Box 2919
Crested Butte Colorado 81224
Facsimile: 970-497-4401
jbelkin@jbelkinlaw.com

Notice shall be effective when actually received by the party intended to be notified.

21. **Voluntary Agreement.** Applicant's continued compliance with all of the terms and conditions of this Agreement on a voluntary and contractual basis is a condition of its right to connect to the Town's central sewer system.

22. **Attorneys' Fees; Costs.** Should this Agreement become the subject of a dispute between the Town and Applicant, the substantially prevailing party shall be entitled to reasonable attorneys' fees, costs, and expenses incurred in such dispute.

23. **Governing Law; Venue.** This Agreement and all rights conferred and obligations imposed hereunder shall be interpreted and construed in accordance with the laws and internal judicial decisions of the State of Colorado. The sole venue in any dispute shall be the District Court for Gunnison County, State of Colorado.

24. **No Third Party Beneficiary.** The parties intend no third party beneficiaries to this Agreement, and none shall be permitted hereunder.

25. **Recording.** Upon execution, Applicant shall record this Agreement in the Office of the Gunnison County Clerk and Recorder. The benefits and burdens of this Agreement shall run with the Subject Property and be binding upon the parties successors and assigns. In the event this Agreement becomes null and void for any of the reasons set forth herein, the parties agree to execute and record a notice of termination of this Agreement and, in addition, if necessary to remove this Agreement as an exception to title to the Subject Property, the Town agrees to execute a quitclaim deed to the Subject Property.

26. **Electronic Reproductions; Counterparts.** For purposes of enforcement of terms of this Agreement, electronic reproductions of this Agreement shall be deemed to be originals. This Agreement may be executed in multiple counterparts, each of which, when taken together shall constitute one and the same instrument.

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

WHEREFORE, the parties hereto have executed and entered into this Agreement by their duly authorized officers on the date first written above.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

(SEAL)

CYPRESS FOOTHILLS, LP

By: _____
Name: _____
Title: _____

Exhibit A

Overall Applicant Owned Property (the "Subject Property") Legal Description:

A parcel of land known as Tract Q of Book 516 Page 474, Parcel 13 of Book 552 Page 63, Parcel 1 of Warranty Deed recorded at Reception No. 570819, Parcel 1 of Quitclaim Deed recorded at Reception No.570822, Parcel 1 of the Correction Warranty Deed recorded at Reception No.584439, Parcel 1 of the Special Warranty Deed recorded at Reception No.612899, and the Correction Deed recorded at Reception No.618498 all located in the SW 1/4 of Section 35, Township 13 South, Range 86 W of the Sixth PM, Gunnison County, Colorado being more particularly described as follows:

Beginning at a point on the westerly boundary of Trampe Parcel described in Book 516 Page 494 also being on the easterly right of way line of County Road 317 (Gothic Road) as recorded at Reception No. 00119 and being on the south line of the SW1/4 of said Section 35 from which the southwest Corner of said Section 35 bears N89°43'49"W a distance of 130.05 feet; thence S89°43'49"E a distance of 17.52 feet to a point on the westerly line of the Dyer Subdivision as recorded at Reception No.497990; thence along the westerly, northerly and easterly lines of said Dyer Subdivision the following eleven (11) courses:

- 1) N00°01'42"W a distance of 15.19 feet,
 - 2) N89°58'18"E a distance of 495.36 feet,
 - 3) N00°01'42"W a distance of 226.55 feet,
 - 4) N61°00'00"E a distance of 620.66 feet,
 - 5) S79°30'09"E a distance of 381.57 feet,
 - 6) N61°00'00"E approximately 31.96 feet to the high water line of the Slate River; thence along the high water line of the Slate River approximately
 - 7) S44°00'17"E a distance of 2.43 feet,
 - 8) S61°14'28"E a distance of 180.87 feet,
 - 9) S45°20'59"E a distance of 257.67 feet,
 - 10) S39°16'06"E a distance of 215.58 feet,
 - 11) S50°53'25"E a distance of 97.51 feet to the southerly line of the SW1/4 of said Section 35; thence along said southerly line S89°43'49"E, approximately 506.01 feet to the S1/4 Corner of said Section 35, said corner being a 3 1/4" Aluminum Cap; thence along an existing fence line as it exists in the field and as shown and described in a Boundary Agreement recorded in Book 769 at Page 881 the following three (3) courses:
- 1) N00°11'53"E a distance of 271.72 feet,
 - 2) N00°50'11"W a distance of 932.90 feet,
 - 3) N01°19'37"W a distance of 346.89 feet to a point on the northerly line of the Trampe Partition Parcel 13 and the southerly line of Spann Parcel 23 as described in Court Decree Amended Order of Partition as recorded in Book 552 at Page 63; thence along the northerly line of said Parcel 13

N90°00'00"W a distance of 570.01 feet to a point on the easterly line of the Town of Crested Butte Cemetery as described in Exhibit A(5) in Court Decree of Partition as recorded in Book 516 at Page 474; thence along the easterly line of said Cemetery Parcel S01°20'33"W a distance of 220.37 feet to the northerly corner of a parcel of land described in Book 518 at Page 403; thence along the northwesterly line of said parcel S29°46'00"W a distance of 470.46 feet to a point on the northerly line of said Trampe Partition Parcel 13, said point also being on the southerly line of said Cemetery Parcel; thence along said northerly line of said Parcel 13 N90°00'00"W a distance of 1116.19 feet to a point on the easterly right of way line of County Road 317 (Gothic Road); thence along said easterly right of way line as described in deeds recorded at Reception No.474960 and 474961 the following five (5) courses:

- 1) S46°12'21"W a distance of 116.48 feet,
- 2) S35°50'27"W a distance of 185.49 feet,
- 3) S35°50'28"W a distance of 88.19 feet,
- 4) S40°05'13"W a distance of 207.37 feet,
- 5) S39°55'42"W a distance of 238.91 feet; thence continuing along the easterly line of said right of way and westerly line of said Trampe Partition Parcel 13, 155.77 feet along the arc of a non-tangent curve to the left having a radius of 441.28 feet, a central angle of 20°13'30" and a long chord which bears S16°19'42"W a distance of 154.96 feet to a point which is common to the southwest corner of a parcel of land described in Book 518 at Page 403; thence S00°00'04"W continuing along the easterly right of way of said County Road 317 as recorded at Reception No.00119 and in accordance with Court Decree (Judgment) recorded in Book 516 at Page 494, a distance of 117.72 feet to the Point of Beginning.

Said Parcel as described above contains 44.503 acres, more or less.

All bearings shown hereon are relative to a bearing of N89°43'49"W between a GLO brass cap dated 1939 found at the southwest corner of Section 35 and a 3 ¼ inch aluminum cap stamped 18480 and dated 1995 found at the south quarter corner of Section 35.

Legal Description (Proposed East Parcel):

A portion of a parcel of land known as Tract Q of Book 516 Page 474, Parcel 13 of Book 552 Page 63, Parcel 1 of Warranty Deed recorded at Reception No. 570819, Parcel 1 of Quitclaim Deed recorded at Reception No.570822, Parcel 1 of the Correction Warranty Deed recorded at Reception No.584439, Parcel 1 of the Special Warranty Deed recorded at Reception No.612899, and the Correction Deed recorded at Reception No.618498 all located in the SW 1/4 of Section 35, Township 13 South, Range 86 W of the Sixth PM, Gunnison County, Colorado being more particularly described as follows:

Beginning at the S1/4 Corner of said Section 35, said corner being a 3 1/4" Aluminum Cap from which the southwest Corner of said Section 35 bears N89°43'49"W a distance of 2650.49 feet; thence along an existing fence line as it exists in the field and as shown and described in a Boundary Agreement recorded in Book 769 at Page 881 the following three (3) courses:

- 1) N00°11'53"E a distance of 271.72 feet,
- 2) N00°50'11"W a distance of 932.90 feet,
- 3) N01°19'37"W a distance of 346.89 feet to a point on the northerly line of the Trampe Partition Parcel 13 and the southerly line of Spann Parcel 23 as described in Court Decree Amended Order of Partition as recorded in Book 552 at Page 63; thence along the northerly line of said Parcel 13 N90°00'00"W a distance of 570.01 feet to a point on the easterly line of the Town of Crested Butte Cemetery as described in Exhibit A(5) in Court Decree of Partition as recorded in Book 516 at Page 474; thence along the easterly line of said Cemetery Parcel S01°20'33"W a distance of 220.37 feet to the northerly corner of a parcel of land described in Book 518 at Page 403; thence along the northwesterly line of said parcel S29°46'00"W a distance of 470.46 feet to a point on the northerly line of said Trampe Partition Parcel 13, said point also being on the southerly line of said Cemetery Parcel; thence along said northerly line of said Parcel 13 N90°00'00"W a distance of 568.93 feet; thence along the wetland boundary more or less on the southerly bank of the Slate River the following six (6) courses:

- 1) S20°36'39"E a distance of 77.30 feet,
- 2) S32°48'09"E a distance of 178.03 feet,
- 3) S39°16'35"E a distance of 115.15 feet,
- 4) S52°37'46"E a distance of 40.69 feet,
- 5) S42°06'22"E a distance of 87.35 feet,
- 6) S66°34'01"E approximately 53.68 feet to the high water line of the Slate River; thence the following five (5) courses along the high water line of the Slate River approximately:

- 1) S44°00'17"E a distance of 2.43 feet,
- 2) S61°14'28"E a distance of 180.87 feet,
- 3) S45°20'59"E a distance of 257.67 feet,
- 4) S39°16'06"E a distance of 215.58 feet,
- 5) S50°53'25"E a distance of 97.51 feet to the southerly line of the SW1/4 of said Section 35; thence along said southerly line S89°43'49"E, a distance of 506.01 feet to the Point of Beginning.

Said Parcel as described above contains 30.436 acres, more or less.

All bearings shown hereon are relative to a bearing of N89°43'49"W between a GLO brass cap dated 1939 found at the southwest corner of Section 35 and a 3 1/4 inch aluminum cap stamped 18480 and dated 1995 found at the south quarter corner of Section 35.

Legal Description (Proposed West Parcel):

A portion of a parcel of land known as Tract Q of Book 516 Page 474, Parcel 13 of Book 552 Page 63, Parcel 1 of Warranty Deed recorded at Reception No. 570819, Parcel 1 of Quitclaim Deed recorded at Reception No.570822, Parcel 1 of the Correction Warranty Deed recorded at Reception No.584439, Parcel 1 of the Special Warranty Deed recorded at Reception No.612899, and the Correction Deed recorded at Reception No.618498 all located in the SW 1/4 of Section 35, Township 13 South, Range 86 W of the Sixth PM, Gunnison County, Colorado being more particularly described as follows:

Beginning at a point on the westerly boundary of Trampe Parcel described in Book 516 Page 494 also being on the easterly right of way line of County Road 317 (Gothic Road) as recorded at Reception No. 00119 and being on the south line of the SW1/4 of said Section 35 from which the southwest Corner of said Section 35 bears N89°43'49"W a distance of 130.05 feet; thence S89°43'49"E a distance of 17.52 feet to a point on the westerly line of the Dyer Subdivision as recorded at Reception No.497990; thence along the westerly, northerly and easterly lines of said Dyer Subdivision the following six (6) courses:

- 1) N00°01'42"W a distance of 15.19 feet,
- 2) N89°58'18"E a distance of 495.36 feet,
- 3) N00°01'42"W a distance of 226.55 feet,
- 4) N61°00'00"E a distance of 620.66 feet,
- 5) S79°30'09"E a distance of 381.57 feet,
- 6) N61°00'00"E approximately 31.96 feet to the high water line of the Slate River; thence more or less along the wetland boundary on the southerly bank of the Slate River the following six (6) courses:

- 1) N66°34'01"W a distance of 53.68 feet,
- 2) N42°06'22"W a distance of 87.35 feet,
- 3) N52°37'46"W a distance of 40.69 feet,
- 4) N39°16'35"W a distance of 115.15 feet,
- 5) N32°48'09"W a distance of 178.03 feet,
- 6) N20°36'39"W a distance of 77.30' to a point on the northerly line of the Trampe Partition Parcel 13 and the southerly line of Spann Parcel 22 as described in Court Decree Amended Order of Partition as recorded in Book 552 at Page 63; thence along the northerly line of said Parcel 13 N90°00'00"W a distance of 547.26 feet to a point on the easterly right of way line of County Road 317 (Gothic Road); thence along said easterly right of way line as described in deeds recorded at Reception No.474960 and 474961 the following five (5) courses:

- 1) S46°12'21"W a distance of 116.48 feet,
- 2) S35°50'27"W a distance of 185.49 feet,
- 3) S35°50'28"W a distance of 88.19 feet,
- 4) S40°05'13"W a distance of 207.37 feet,
- 5) S39°55'42"W a distance of 238.91 feet; thence continuing along the easterly line of said right of way and westerly line of said Trampe Partition Parcel 13, 155.77 feet along the arc of a non-

tangent curve to the left having a radius of 441.28 feet, a central angle of 20°13'30" and a long chord which bears S16°19'42"W a distance of 154.96 feet to a point which is common to the southwest corner of a parcel of land described in Book 518 at Page 403; thence S00°00'04"W continuing along the easterly right of way of said County Road 317 as recorded at Reception No.00119 and in accordance with Court Decree (Judgment) recorded in Book 516 at Page 494, a distance of 117.72 feet to the Point of Beginning.

Said Parcel as described above contains 14.157 acres, more or less.

All bearings shown hereon are relative to a bearing of N89°43'49"W between a GLO brass cap dated 1939 found at the southwest corner of Section 35 and a 3 ¼ inch aluminum cap stamped 18480 and dated 1995 found at the south quarter corner of Section 35.

Legal Description (Town Parcels, Westerly Portion of the Proposed West Parcel):

A portion of a parcel of land known as Tract Q of Book 516 Page 474, Parcel 13 of Book 552 Page 63, Parcel 1 of Warranty Deed recorded at Reception No. 570819, Parcel 1 of Quitclaim Deed recorded at Reception No.570822, Parcel 1 of the Correction Warranty Deed recorded at Reception No.584439, Parcel 1 of the Special Warranty Deed recorded at Reception No.612899, and the Correction Deed recorded at Reception No.618498 all located in the SW 1/4 of Section 35, Township 13 South, Range 86 W of the Sixth PM, Gunnison County, Colorado being more particularly described as follows:

Beginning at a point on the westerly boundary of Trampe Parcel described in Book 516 Page 494 also being on the easterly right of way line of County Road 317 (Gothic Road) as recorded at Reception No. 00119 and being on the south line of the SW1/4 of said Section 35 from which the southwest Corner of said Section 35 bears N89°43'49"W a distance of 130.05 feet; thence S89°43'49"E a distance of 17.52 feet to a point on the westerly line of the Dyer Subdivision as recorded at Reception No.497990; thence along the westerly, northerly and easterly lines of said Dyer Subdivision the following six (4) courses:

- 1) N00°01'42"W a distance of 15.19 feet,
- 2) N89°58'18"E a distance of 495.36 feet,
- 3) N00°01'42"W a distance of 226.55 feet,
- 4) N61°00'00"E a distance of 416.89 feet, thence departing the northerly line of said Dyer subdivision N00°01'42"W a distance of 466.74 feet to a point on the northerly line of the Trampe Partition Parcel 13 and the southerly line of Spann Parcel 22 as described in Court Decree Amended Order of Partition as recorded in Book 552 at Page 63; thence along the northerly line of said Parcel 13 N90°00'00"W a distance of 302.38 feet to a point on the easterly right of way line of County Road 317 (Gothic Road); thence along said easterly right of way line

as described in deeds recorded at Reception No.474960 and 474961 the following five (5) courses:

- 1) S46°12'21"W a distance of 116.48 feet,
 - 2) S35°50'27"W a distance of 185.49 feet,
 - 3) S35°50'28"W a distance of 88.19 feet,
 - 4) S40°05'13"W a distance of 207.37 feet,
 - 5) S39°55'42"W a distance of 238.91 feet; thence continuing along the easterly line of said right of way and westerly line of said Trampe Partition Parcel 13, 155.77 feet along the arc of a non-tangent curve to the left having a radius of 441.28 feet, a central angle of 20°13'30" and a long chord which bears S16°19'42"W a distance of 154.96 feet to a point which is common to the southwest corner of a parcel of land described in Book 518 at Page 403; thence S00°00'04"W continuing along the easterly right of way of said County Road 317 as recorded at Reception No.00119 and in accordance with Court Decree (Judgment) recorded in Book 516 at Page 494, a distance of 117.72 feet to the Point of Beginning
- Said Parcel as described above contains 10.699 acres, more or less.

All bearings shown hereon are relative to a bearing of N89°43'49"W between a GLO brass cap dated 1939 found at the southwest corner of Section 35 and a 3 ¼ inch aluminum cap stamped 18480 and dated 1995 found at the south quarter corner of Section 35.

Legal Description (Applicant Retained Lands, Easterly Portion of the Proposed West Parcel):

A portion of a parcel of land known as Tract Q of Book 516 Page 474, Parcel 13 of Book 552 Page 63, Parcel 1 of Warranty Deed recorded at Reception No. 570819, Parcel 1 of Quitclaim Deed recorded at Reception No.570822, Parcel 1 of the Correction Warranty Deed recorded at Reception No.584439, Parcel 1 of the Special Warranty Deed recorded at Reception No.612899, and the Correction Deed recorded at Reception No.618498 all located in the SW 1/4 of Section 35, Township 13 South, Range 86 W of the Sixth PM, Gunnison County, Colorado being more particularly described as follows:

Beginning at a point the northerly line of the Dyer Subdivision as recorded at Reception No.497990, being monumented by a No.5 rebar and red plastic cap stamped LS 20133, from which the southwest corner of Section of Section 35 bears S73°09'07"W a distance of 1630.84 feet; thence N61°00'00"E approximately 31.96 feet to the high water line of the Slate River; thence more or less along the wetland boundary on the southerly bank of the Slate River the following six (6) courses:

- 1) N66°34'01"W a distance of 53.68 feet,
- 2) N42°06'22"W a distance of 87.35 feet,
- 3) N52°37'46"W a distance of 40.69 feet,

- 4) N39°16'35"W a distance of 115.15 feet,
- 5) N32°48'09"W a distance of 178.03 feet,
- 6) N20°36'39"W a distance of 77.30' to a point on the northerly line of the Trampe Partition Parcel 13 and the southerly line of Spann Parcel 22 as described in Court Decree Amended Order of Partition as recorded in Book 552 at Page 63; thence along the northerly line of said Parcel 13 N90°00'00"W a distance of 244.88 feet; thence departing said northerly line of said Parcel 13 S00°01'42"E a distance of 466.74 feet to a point on the northerly line of said Dyer subdivision; thence along the northerly boundary the following of said Dyer subdivision the following two (2) courses:
 - 1) N61°00'00"E a distance of 203.77 feet
 - 2) S79°30'09"E a distance of 381.57 feet to the point of beginning.

Said Parcel as described above contains 3.458 acres, more or less.

All bearings shown hereon are relative to a bearing of N89°43'49"W between a GLO brass cap dated 1939 found at the southwest corner of Section 35 and a 3 ¼ inch aluminum cap stamped 18480 and dated 1995 found at the south quarter corner of Section 35.

EXHIBIT C

1. Any facts, rights, interests, or claims thereof, not shown by the public records but that could be ascertained by an inspection of the Town Parcels or that may be asserted by persons in possession of the Town Parcels (hereinafter referred to herein as the "subject parcel").
2. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject parcel and not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Taxes and assessments for the year when the subject parcel is conveyed, not yet due or payable.
7. **RIGHT OF THE PROPRIETOR OF A VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENTS RECORDED NOVEMBER 30, 1885 IN BOOK 45 AT PAGE 305 AND APRIL 15, 1886 IN BOOK 45 AT PAGE 314, AS NOTED ON ALTA/ACSM SURVEY (JOB NO. 2012-208.002) PREPARED BY STEPHEN L. EHLERS, PLS NO. 20133 FOR CYPRESS ACQUISITIONS, LLC OR ITS ASSIGNEE, HSUMY INC., LAND TITLE GUARANTEE COMPANY AND FIRST AMERICAN TITLE INSURANCE COMPANY, DATED JANUARY 17, 2014, LAST REVISED JANUARY 17, 2014.**
8. **ANY RIGHT, TITLE AND INTEREST OF THE UNITED STATES, STATE OF COLORADO OR GENERAL PUBLIC IN THE WATER OF THE SLATE RIVER TRAVERSING A PORTION OF THE SUBJECT PROPERTY, AS NOTED ON ALTA/ACSM SURVEY (JOB NO. 2012-208.002) PREPARED BY STEPHEN L. EHLERS, PLS NO. 20133 FOR CYPRESS ACQUISITIONS, LLC OR ITS ASSIGNEE, HSUMY INC., LAND TITLE GUARANTEE COMPANY AND FIRST AMERICAN TITLE INSURANCE COMPANY, DATED JANUARY 17, 2014, LAST REVISED JANUARY 17, 2014.**
9. **TERMS, CONDITIONS, RESERVATIONS AND AGREEMENTS REGARDING THE RIGHT OF THE PARTIES TO CONSTRUCT DITCHES REASONABLE NECESSARY TO CONVEY WATER AS CONTAINED IN THE FINAL PARTITION OF PROPERTY RECORDED JUNE 28, 1978 IN BOOK 516 AT PAGE 474, AS NOTED ON ALTA/ACSM SURVEY (JOB NO. 2012-208.002) PREPARED BY STEPHEN L. EHLERS, PLS NO. 20133 FOR CYPRESS ACQUISITIONS, LLC OR ITS ASSIGNEE, HSUMY INC., LAND TITLE GUARANTEE COMPANY AND FIRST AMERICAN TITLE INSURANCE COMPANY, DATED JANUARY 17, 2014, LAST REVISED JANUARY 17, 2014.**

EXHIBIT C

- 10. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE CRESTED BUTTE FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED JANUARY 13, 1995, IN BOOK 758 AT PAGE 689 AND RECORDED JANUARY 13, 1995 IN BOOK 758 AT PAGE 694, AS NOTED ON ALTA/ACSM SURVEY (JOB NO. 2012-208.002) PREPARED BY STEPHEN L. EHLERS, PLS NO. 20133 FOR CYPRESS ACQUISITIONS, LLC OR ITS ASSIGNEE, HSUMY INC., LAND TITLE GUARANTEE COMPANY AND FIRST AMERICAN TITLE INSURANCE COMPANY, DATED JANUARY 17, 2014, LAST REVISED JANUARY 17, 2014.**
- 11. RIGHT OF WAY EASEMENT, 20 FEET IN WIDTH, AS GRANTED TO ATMOS ENERGY IN INSTRUMENT RECORDED AUGUST 29, 2005 UNDER RECEPTION NO. 557487, AS SHOWN ON ALTA/ACSM SURVEY (JOB NO. 2012-208.002) PREPARED BY STEPHEN L. EHLERS, PLS NO. 20133 FOR CYPRESS ACQUISITIONS, LLC OR ITS ASSIGNEE, HSUMY INC., LAND TITLE GUARANTEE COMPANY AND FIRST AMERICAN TITLE INSURANCE COMPANY, DATED JANUARY 17, 2014, LAST REVISED JANUARY 17, 2014.**
- 12. TERMS, CONDITIONS, RESTRICTIONS AND AGREEMENTS AS CONTAINED IN ROAD RESTRICTION AGREEMENT RECORDED JULY 12, 2006 UNDER RECEPTION NO. 566803, AS NOTED ON ALTA/ACSM SURVEY (JOB NO. 2012-208.002) PREPARED BY STEPHEN L. EHLERS, PLS NO. 20133 FOR CYPRESS ACQUISITIONS, LLC OR ITS ASSIGNEE, HSUMY INC., LAND TITLE GUARANTEE COMPANY AND FIRST AMERICAN TITLE INSURANCE COMPANY, DATED JANUARY 17, 2014, LAST REVISED JANUARY 17, 2014.**
- 13. RIGHT OF WAY EASEMENT AS GRANTED TO GUNNISON COUNTY ELECTRIC ASSOCIATION, INC. IN INSTRUMENT RECORDED APRIL 26, 2007, UNDER RECEPTION NO. 574656, AS SHOWN ON ALTA/ACSM SURVEY (JOB NO. 2012-208.002) PREPARED BY STEPHEN L. EHLERS, PLS NO. 20133 FOR CYPRESS ACQUISITIONS, LLC OR ITS ASSIGNEE, HSUMY INC., LAND TITLE GUARANTEE COMPANY AND FIRST AMERICAN TITLE INSURANCE COMPANY, DATED JANUARY 17, 2014, LAST REVISED JANUARY 17, 2014.**
- 14. RIGHT OF WAY EASEMENT AS GRANTED TO BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO IN INSTRUMENT RECORDED APRIL 26, 2007, UNDER RECEPTION NO. 574657, AS SHOWN ON ALTA/ACSM SURVEY (JOB NO. 2012-208.002) PREPARED BY STEPHEN L. EHLERS, PLS NO. 20133 FOR CYPRESS ACQUISITIONS, LLC OR ITS ASSIGNEE, HSUMY INC., LAND TITLE GUARANTEE COMPANY AND FIRST AMERICAN TITLE INSURANCE COMPANY, DATED JANUARY 17, 2014, LAST REVISED**



Staff Report

February 16, 2016

To: Mayor and Town Council
Thru: Todd Crossett, Town Manager
From: Lynelle Stanford, Town Clerk
Subject: **Big Air on Elk Special Event Application and Special Event Liquor Permit**
Date: February 8, 2016

Summary:

Corey Tibljas, on behalf of Two Plank Productions LLC and Big Air on Elk LLC, submitted an application for Big Air on Elk proposed to be held on March 5, 2016. The event proposal is similar to the plan presented last year and is an iteration of the operational safety plan that the Town contracted outside consultants to develop for the 2014 event. The plan has been reviewed and improved each year. If approved, the jump would be constructed on Elk Avenue from the 200 Block into the 300 Block. An event stage and VIP stands are proposed for the mid-300 Block. Construction of the jump is proposed to begin early morning March 4, 2016. The event diagram is included in the packets.

A risk manager, Eric "H" Baumm, has been hired to ensure the safety plan is executed satisfactorily from the Town's perspective. This position is temporary for the event and reports directly to the Town Manager. As part of the safety plan, jersey barriers and a specifically constructed snow barrier are required as an inner barrier (with an outer fence surrounding) the section of the course where snowmobiles will be traveling. The jersey/snow barrier is depicted in blue on the "Action Zone Detailed Insert," included in the packet. Sign off by Town Staff is contingent upon final inspection of the set up and execution of the safety plan. Town Staff reserves the right to cause the event to be delayed or halted if safety measures are not implemented or followed.

A beer garden is proposed to be located on 3rd Street. The perimeter of the beer garden would be fenced to prevent alcohol from entering or leaving the venue. Security personnel would be present at both the entrance and exit to check IDs and to ensure no alcohol travels in or out of the beer garden. Evidence of liquor liability coverage must be provided, or the beer garden must be struck from the event.

Recommendation:

Although staff approves the safety and operational plan, the event organizer has failed to turn in a number of key elements of the application. As this is the last Council meeting prior to the event, staff unfortunately cannot recommend approval of the special event application or the special event liquor permit due to the following items missing from the application:

- A certificate of insurance in the name of the permittee covering the event must be provided. The insurance policy must name the Town as additionally insured.
- A certificate of insurance in the name of the liquor permit applicant, Crested Butte Fire and EMS Volunteer Association, reflecting liquor liability coverage must be provided in order for the beer garden to be included in the event.
- Payment for the event and risk manager.
- Sales tax from 2015 event has not been remitted.
- Pertinent details on the liquor permit application.
- Inconsistencies in application and event documents submitted by the organizer. Examples include: event times, total time, trash plan clarification, and security plan.
- A detailed list of outstanding items related to the application is included in the packet.

Due to the number of missing or incomplete items, staff does not recommend a conditional approval at this time.

TOWN OF CRESTED BUTTE SPECIAL EVENT APPLICATION



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

Name of Event: Big Air on Elk

Date(s) of Event: March 5th, March 3-8 (Set up/strike)

Name of Organization Holding the Event ("Permittee"): Two Plank Productions, LLC

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

Name of Event Organizer: Corey Tibljas

Phone: 970.901.2025 **Cell Phone:** 970.596.2323

E-Mail: corey@twoplank.com **Fax Number:** 970.349.0350

Name of Assistant or Co-Organizer (if applicable): Corey Tibljas

Phone: 970.349.0350 **Cell Phone:** 970.596.2323 **E-Mail:** corey@twoplank.com

Mailing Address of Organization Holding the Event: PO BOX 942 - Crested Butte, CO 81224

Email Address of Organization: admin@twoplank.com **Phone Number:** 970.349.0350

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

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

Map Attached Showing Location of Event **Diagram Attached Detailing Event**

CO: Big Air on Elk

PO BOX 942

Crested Butte, CO 81224

Describe Plan for Security (All major impact events, as well as events that receive a special event liquor license, are required to have a security plan): (4 SECURITY) 2 FLOATING 1 ENTRY 1 EXIT

We will be providing private security for the beer garden area as well as overflow personnel to assist with any other issues. Several additional volunteers will be provided and paid staff for the first time.

Describe Plan for Parking: Standard public parking, overflow park and ride locations encouraged to MTX

Describe Plan for Portable Toilets and/or Restrooms: A bank will be placed near the alley on the 400 block of 3rd street

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

If Yes, explain request for services in detail (attach additional page if necessary): Yes
Public works for snow loading and removal as per standard, increased police for the increased amount of people / open container enforcement. Also potential support for trash/restroom services

Will Your Event Require Any Road Closures Yes / No

If Yes, Explain in Detail Streets Closures and Times of Closures: Elk closed at 12:00am on March 3th through March 6th at 6am - 200 & 300 blocks & S half of 300 block of 3rd to the N half of 400 block 3/7/16

Will Your Event Impact Mt. Express Bus Service and/or Routes Yes / No
If Yes, Explain Impact: Busses will have to be re-routed to Maroon around Elk closure

Will Your Event Affect Any Handicap Parking Spaces Yes / No

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

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

Flyer / Handbill / Social Media / Public Service

Does Your Event Include a Parade Yes / No

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

Signature of Event Coordinator

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

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

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

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

Contact Name & Phone Number for the Calendar: Corey Tibljas
Event Fee for the Calendar: FREE Website for More Info: twoplank.com

Additional Applicant Comments: Same as last year but adding a VIP area next to the staff and a jumbo tron (3) sided at the end of the snow to encourage people to stand further down elk

Please Review Carefully:

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

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

Corey Tibljas / COREY TIBLJAS  11/16/15
Print Name Clearly / Signature of Applicant (Permittee) Date

Application is approved: _____ Date: _____

BIG AIR ON ELK: MARCH 5, 2016
SET UP TO BREAK DOWN (MARCH 3-8, 2016)
PRE-EVENT MEETING (DECEMBER 9, 2016)

1. Event Manager supplied by event organizers as agreed upon at 2015 Debrief Meeting. Eric Baum-contracted by Town, paid for by Big Air organizers, included on Town insurance. Fee still to be paid at \$2,000.
2. Insurance for event (promised for December 18, 2015).
Who providing insurance for event?
Event application permittees: Big Air on Elk, LLC or Two Plank Productions, LLC
Must provide insurance acord listing the Town as additional insured.
3. Liquor Permit: CB Fire and EMS Volunteer Association (applicant):
 - Needs to be signed by Corey
 - Check 5 days for calendar year permits
 - Need sales tax number for CB Fire
 - Need insurance for liquor permit/good standing for CB Fire
 - Need correct date of event and times liquor will be onsite
4. Need sign off for CIRSA insurance (liquor only) and check payable to the Town of Crested Butte for \$210.25.
5. Event Fees to Town:
 - Application: \$25
 - Permit: \$200
 - Liquor License: \$25
 - Clean up Deposit: \$200
6. Assumption of Risk Documents have been revised will need correct name of "permittee", Corey Tibljas signature, in order to allow for signatures of Town Manager and Clerk.
7. Participant waiver has been revised and should be distributed in lieu of 2015 event waiver included in initial packet.
8. Application clarification items:
 - Event Insurance and correct permittee
 - Event times/schedule
 - Liquor Permit correctly filled out

- liquor insurance (need 30 days advance on Liquor Permits)
- Total event times each day: setup to break down/Application inconsistencies that include March 3-8 and March 2-8, 2016 as setup to break down dates, which are also inconsistent with dates/times related to pre-event meetings with Town staff.
- Trash clarification
- Recyclables clarification
- Security plan: Who is private security, #s of security, where stationed
- Use of handicapped parking spaces/contacted marshals?
- Corey signature

9. Payment of 2015 Sales Tax.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

TWO PLANK PRODUCTIONS LLC

is a

Limited Liability Company

formed or registered on 01/12/2001 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20011008511 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/03/2016 that have been posted, and by documents delivered to this office electronically through 02/04/2016 @ 16:37:51 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/04/2016 @ 16:37:51 in accordance with applicable law. This certificate is assigned Confirmation Number 9488855 .



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

Secretary of State of the State of Colorado

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

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

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Big Air on Elk, LLC

is a

Limited Liability Company

formed or registered on 09/27/2010 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20101534402 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/03/2016 that have been posted, and by documents delivered to this office electronically through 02/04/2016 @ 16:38:49 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/04/2016 @ 16:38:49 in accordance with applicable law. This certificate is assigned Confirmation Number 9488857 .



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

Secretary of State of the State of Colorado

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OR 8439 (06/28/06)
COLORADO DEPARTMENT OF REVENUE
 LIQUOR ENFORCEMENT DIVISION
 1375 SHERMAN STREET
 DENVER CO 80261
 (303) 205-2300

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

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

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

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

DO NOT WRITE IN THIS SPACE
LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE
Crested Butte Fire and EMS Volunteer Association State Sales Tax Number (Required)

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

 PO BOX 1576
 Crested Butte, CO 81224

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

 300 Elk Ave
 Crested Butte, CO 81224

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE Corey Tibljas	12/18/1985	228 Elk Ave Crested Butte, CO 81224	970.901.2025
5. EVENT MANAGER Corey Tibljas	12/18/1985	228 Elk Ave Crested Butte, CO 81224	970.901.2025

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?
 NO YES HOW MANY DAYS? **5**

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?
 NO YES TO WHOM? _____

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

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

Date	Date	Date	Date	Date
Hours From .m.				
3/7/15				
To 2200 .m.	To .m.	To .m.	To .m.	To .m.

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

SIGNATURE COREY TIBLJAS	TITLE President / Event Director	DATE 11/16/15
-----------------------------------	-------------------------------------	------------------

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)
 The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.
THEREFORE, THIS APPLICATION IS APPROVED.

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

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

LIABILITY INFORMATION			
License Account Number	Liability Date	State	TOTAL
		-750 (999)	\$35.00

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Crested Butte Fire & EMS Volunteer Association

is a

Nonprofit Corporation

formed or registered on 10/24/2013 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20131615498 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/03/2016 that have been posted, and by documents delivered to this office electronically through 02/04/2016 @ 17:08:19 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/04/2016 @ 17:08:19 in accordance with applicable law. This certificate is assigned Confirmation Number 9488925 .



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

Secretary of State of the State of Colorado

*****End of Certificate*****
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**ASSUMPTION OF RISK, RELEASE, INDEMNIFICATION
AND INSURANCE AGREEMENT**

THIS ASSUMPTION OF RISK, RELEASE, INDEMNIFICATION AND INSURANCE AGREEMENT (this "**Agreement**") is entered into effective this ___ day of _____, 2014 by and between the TOWN OF CRESTED BUTTE ("**Indemnitee**"), a Colorado home rule municipality with an address of 507 Maroon Avenue, P.O. Box 39, Crested Butte, Colorado 81224 and BIG AIR ON ELK, LLC ("**Indemnitor**"; together with Indemnitee, sometimes collectively the "**parties**", individually sometimes a "**party**"), a Colorado limited liability company with an address of 32 Crested Mountain, Mount Crested Butte, Colorado 81225, P.O. Box 4053, Crested Butte, Colorado 81224.

RECITALS:

A. Indemnitee is the owner of certain real property located within the Town of Crested Butte, State of Colorado, as more particularly described on **Exhibit "A"** attached hereto (the "**Subject Property**").

B. Indemnitor has been granted a special event permit and liquor license by Indemnitee for the conduct of a certain "Big Air on Elk" skiing event and associated beer garden (collectively, the "**Event**") on the Subject Property in the locations set forth in **Exhibit "B"** attached hereto (the "**Premises**").

C. In consideration for Indemnitee permitting the Event, Indemnitee has required Indemnitor to provide this Agreement.

D. In consideration for Indemnitee's grant to Indemnitor of the permits for the Event, Indemnitor has agreed to give this Agreement to Indemnitee.

FOR AND IN CONSIDERATION OF the mutual promises and covenants contained herein, and other good and valuable consideration, the delivery, receipt and acceptance of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT:

1. **Assumption of Risk; Indemnification; Release of Claims.** In consideration for Indemnitee's grant to Indemnitor of the permits for the Event and for allowing Indemnitor to utilize the Premises for the Event, Indemnitor, its members, managers and officers (collectively, "**Releasor/Idemnitor**") hereby acknowledge and agree to the following:

(a) 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 attorneys' fees, costs and expenses) (collectively, "**Claims**") arising out of, directly or indirectly, the Event, whether or not caused by any act or omission, negligence or other fault of Releasor/Idemnitor and/or Indemnitee its elected

officials, officers, employees, agents, insurers, insurance pools, attorneys, representatives, contractors and subcontractors (collectively, "**Releasee/Indemnitee**");

(b) Releasor/Idemnitor hereby waives any claims, and hereby releases, Releasee/Indemnitee against and from any and all Claims arising out of, directly or indirectly, the Event, whether or not caused by any act or omission, negligence or other fault of Releasor/Idemnitor and/or Releasee/Indemnitee; and

(c) Releasor/Idemnitor shall indemnify, defend and hold harmless Releasee/Indemnitee from and against any and all Claims of Releasor/Idemnitor, Releasee/Indemnitee or third parties, any of them, including, without limitation, employees, agents and contractors of Releasor/Idemnitor, Releasee/Indemnitee or any of their invitees, guests, trespassers or otherwise on the Subject Property, arising out of, directly or indirectly, the Event, whether or not caused by any act or omission, negligence or other fault of Releasor/Idemnitor, Releasee/Indemnitee or third parties.

2. **Insurance.**

(a) At its sole cost and expense, Idemnitor shall obtain and keep in force during and through the Event and the clean up and breakdown thereafter and from the date first written above "all-risk" property coverage naming Idemnitor and Indemnitee as their interests may appear.

(b) At its sole expense, Idemnitor shall obtain and keep in force during and through the Event and the clean up and breakdown thereafter and from the date first written above commercial general liability insurance with a combined single limit of not less than \$2,000,000.00 for injury to or death of any one person, for injury to or death of any number of persons in one occurrence, and for damage to property, insuring Idemnitor and Indemnitee, including, without limitation, coverage for contractual liability, broad form property damage and non-owned automobile liability, with respect to the Subject Property. The insurance shall be noncontributing with any insurance that may be carried by Indemnitee and shall contain a provision that Indemnitee, although named as an insured, shall nevertheless be entitled to recover under the policy for any loss, injury, cost or damage to Indemnitee, or the property of the same.

(c) All insurance required herein and all renewals thereof shall be issued by companies authorized to transact business in the State of Colorado and rated at least A+ Class X by Best's Insurance Reports (property liability) or otherwise approved by Indemnitee in writing. All insurance policies shall be subject to approval by Indemnitee as to form and substance, shall expressly provide that the policies shall not be canceled without 30 days' prior written notice to Indemnitee and shall provide that no act or omission of Indemnitee that would otherwise result in forfeiture or reduction of the insurance shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained. Idemnitor may satisfy its obligation under this Section by appropriate endorsements of its blanket insurance policies.

(d) All policies of liability insurance that Idemnitor is obligated to maintain according to this Agreement (other than any policy of workmen's compensation insurance) shall

name Indemnitee as an additional insured. Originals or copies of original policies (together with copies of the endorsements naming Indemnitee as an additional insured) and evidence of the payment of all premiums of such policies shall be made available to Indemnitee on the date first written above. All public liability, property damage liability and casualty policies maintained by Indemnitee shall be written as primary policies, not contributing with and not in excess of coverage that Indemnitee may carry.

(e) The parties waive all rights to recover against each other, or against the elected and appointed officials, employees, contractors, agents, advisors, attorneys, insurers, insurance pools, shareholders, directors, members, managers, officers, suppliers, agents or servants of each other, for any loss or damage arising from any cause covered by any insurance required to be carried by each of them pursuant to this Section or any other insurance actually carried by each of them. Indemnitor shall cause its insurer to issue an appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with Indemnitor's operations and Indemnitee's operations and property.

3. **Event Waiver.** All participants, staff, volunteers, invitees, licensees and guests of the Event shall execute the attached Event liability waiver attached hereto as **Exhibit "C"**.

4. **Severability; Enforceability.** If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be deemed to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall be valid and enforced to the fullest extent provided by law.

5. **No Third Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this Agreement shall give or allow any claim or right of action by any other third person. It is the express intention of the parties hereto that any person other than the parties hereto receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

6. **No Waiver.** No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, nor shall it be deemed to constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both parties, nor shall the waiver of any breach under this Agreement be deemed a waiver of any subsequent breach or breaches of the same type. Indemnitee's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by Indemnitor or the acceptance thereof.

7. **No Waiver of Immunity.** 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 elected, officers or their employees.

8. **Governing Law; Venue.** This Agreement is executed pursuant to, and shall be construed under and governed exclusively by, the internal laws of the State of Colorado. Venue in any dispute that proceeds to litigation shall be the District Court for the State of Colorado located in Gunnison County, Colorado.

9. **Construction.** None of the provisions of this Agreement shall be construed against or interpreted to the disadvantage of either party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provisions.

10. **Binding Effect; Interpretation.** This Agreement and the terms, provisions and requirements contained herein shall be binding on the parties hereto and their heirs, representatives, successors and assigns.

11. **Recitals.** The Recitals hereinabove are considered material parts of this Agreement by the parties.

12. **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.

13. **Entire Agreement; Merger; Amendment.** This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and the transactions contemplated herein, superseding all prior agreements or undertakings, oral or written, the same being merged herein. This Agreement may only be amended in writing, with such amendment expressly referring to this Section.

14. **Voluntary Agreement.** Each of the parties acknowledges that: (a) it has thoroughly read and reviewed the terms and provisions of this Agreement and it is familiar with same; (b) the terms and provisions contained herein are clearly understood by such party; (c) it has had full benefit and advice of independent counsel of its own selection, or the opportunity to obtain the benefit and advice of independent counsel of its own selection, in regard to understanding the terms, meaning and effect of this Agreement; (d) this Agreement has been entered into by each of the parties, voluntarily, with full knowledge, and without duress; (e) in executing this Agreement, each of the parties is relying on no other representations, either written or oral, express or implied, made to the other party; and (f) the consideration given and received by each of the parties hereunder is actual and adequate.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the date first written above.

TOWN OF CRESTED BUTTE

By: _____
Todd Crossett, Town Manager

ATTEST:

By: _____
Lynelle Stanford, Town Clerk

(SEAL)

TWO PLANK PRODUCTIONS, LLC,

By: _____
Corey Tibljas, Managing Member

Action Zone Detailed Insert



WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT
PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF LEGAL RIGHTS.

1. Definitions. The person who is attending or participating in the "Big Air on Elk" and associated beer garden event shall be referred to hereinafter as "Participant". The "Undersigned" means only the Participant when the Participant is age 18 or older OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. "Released Parties" mean the Big Air on Elk, LLC, Town of Crested Butte, Colorado or any of their respective successors in interest, insurance carriers, insurance pools, attorneys, elected officials, agents, employees, contractors, materials suppliers, representatives, assignees, transferees, officers, directors, members and managers. The "Activity" means taking part in, staffing, working, constructing, managing, spectating and/or otherwise participating, whether directly or indirectly, the Big Air on Elk and associated beer garden event.

2. Risks of Activity. The Undersigned agree and understand that the Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. The Undersigned acknowledge that the Activity is inherently dangerous and fully realize the dangers of the Activity. The risks and dangers of the Activity include, but are not limited to: Travel to and from the Activity; negligent instruction, direction and/or advice; changing surface conditions; terrain variations, ground conditions, snow and ice conditions; brake failure; rollover; mechanical, vehicle and equipment failure; loss of traction; spin; medical problems affecting Participant or staff; vehicle and equipment maintenance; fire; changing weather conditions; debris on venue; negligence on the part of: personnel and/or management, rescue vehicles/equipment, and providers of emergency medical attention; limited access to and/or delay of rescue and medical attention; falling;; Participant's improper use of vehicles and equipment; Participant's failure to maintain his/her own personal equipment; slick or uneven surfaces; slipping; tripping; loss of balance; bumps; holes; debris; marked and unmarked obstacles; varying visibility; unmaintained terrain; Participant or another acting in a negligent manner that may cause and/or contribute to injury to Participant or others;; Participant's failure to comply with signage or directions; collisions with natural, man-made objects including, other motorized vehicles; collisions with other individuals; snow and other adverse weather; limited access to and/or delay of rescue and medical attention; mental distress from exposure to any of the above; and negligence of others. THE UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT THE DESCRIPTION OF THE RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS.

3. Duties of Participant. The Participant assumes the responsibility of maintaining control at all times while engaging in the Activity. Participant is responsible for understanding and complying with all signs and instructions.

4. Release, Indemnification, and Assumption of Risk. In consideration of the Participant being permitted to participate in the Activity, the Undersigned agree as follows:

(a) Release. THE UNDERSIGNED HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES with respect to any and all claims and causes of action of any nature whether currently known or unknown, which the Undersigned, or any of them, have or which could be asserted on behalf of the Undersigned in connection with the Participant's participation or attendance in the Activity, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract.

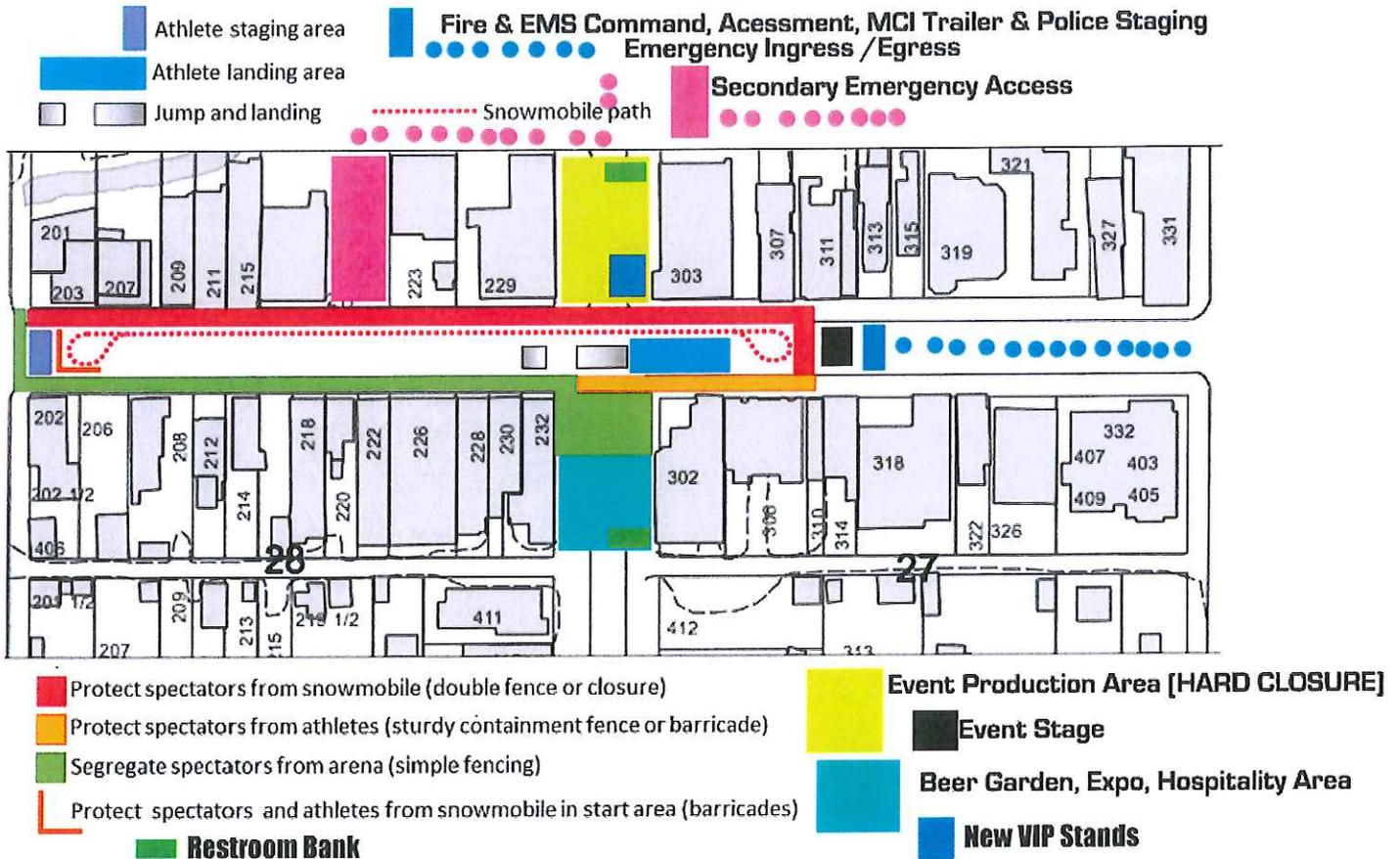
(b) Indemnification. The Undersigned hereby agree to indemnify, defend and hold harmless the Released Parties from and against any and all liability, cost, expense or damage of any kind or nature whatsoever and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Participant's participation or attendance in the Activity. Such obligation on the part of the Undersigned shall survive the period of the Participant's participation or attendance in the Activity.

(c) Assumption of Risk. The Undersigned agree and understand that there are dangers and risks associated with the participation in the Activity and that INJURIES AND/OR DEATH may result from participating or attending in the Activity, including, but not limited to the acts, omissions, representations, carelessness, and negligence of the Released Parties. By signing this document, the Undersigned recognize that property loss, injury and death are all possible while participating or attending in the Activity. RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.

6. Minor Acknowledgment. In the case of a minor Participant, the Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. The Undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate or attend in the Activity. By signing this Agreement

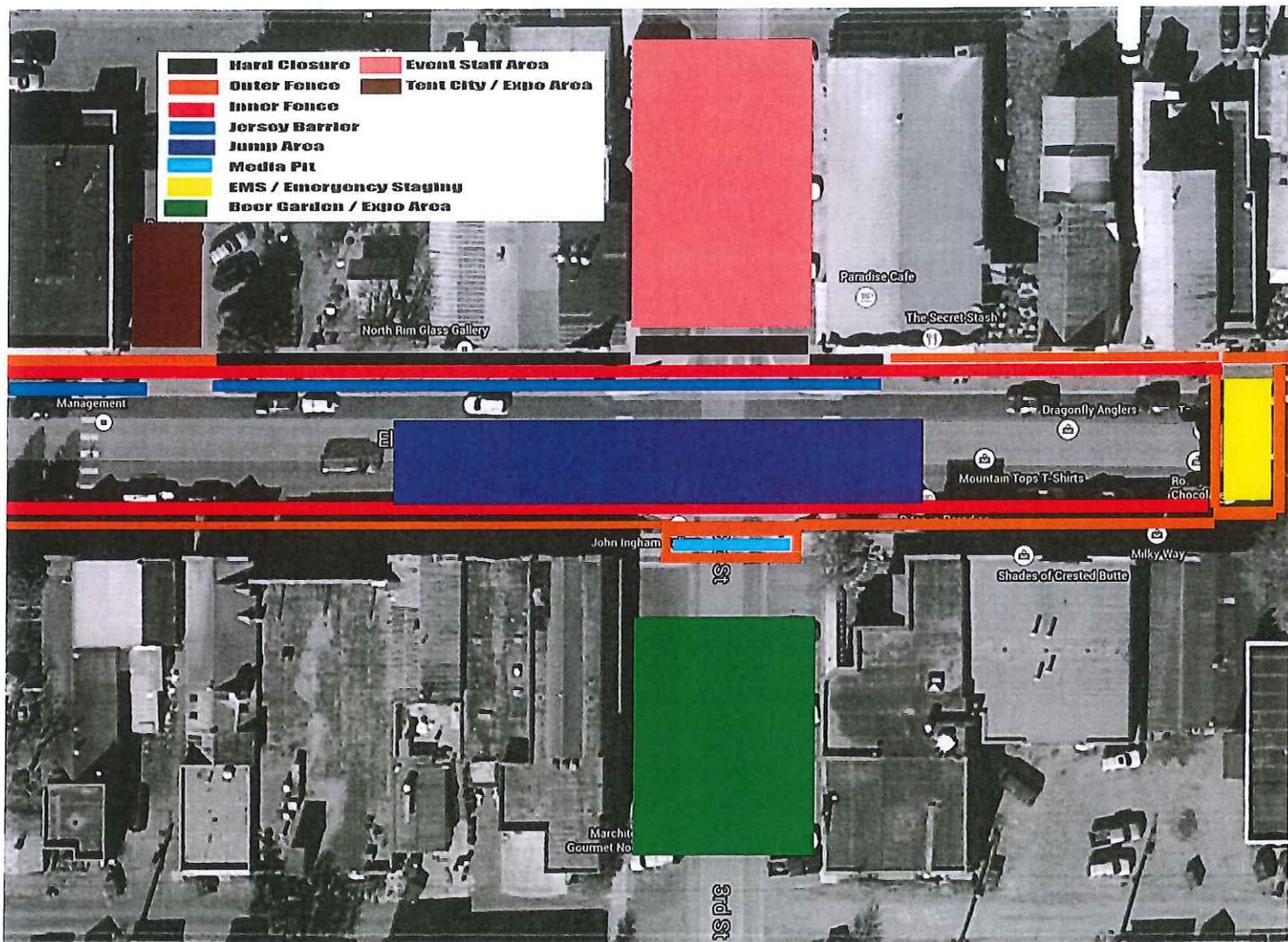


EVENT MAP WITH EMERGENCY ROUTES

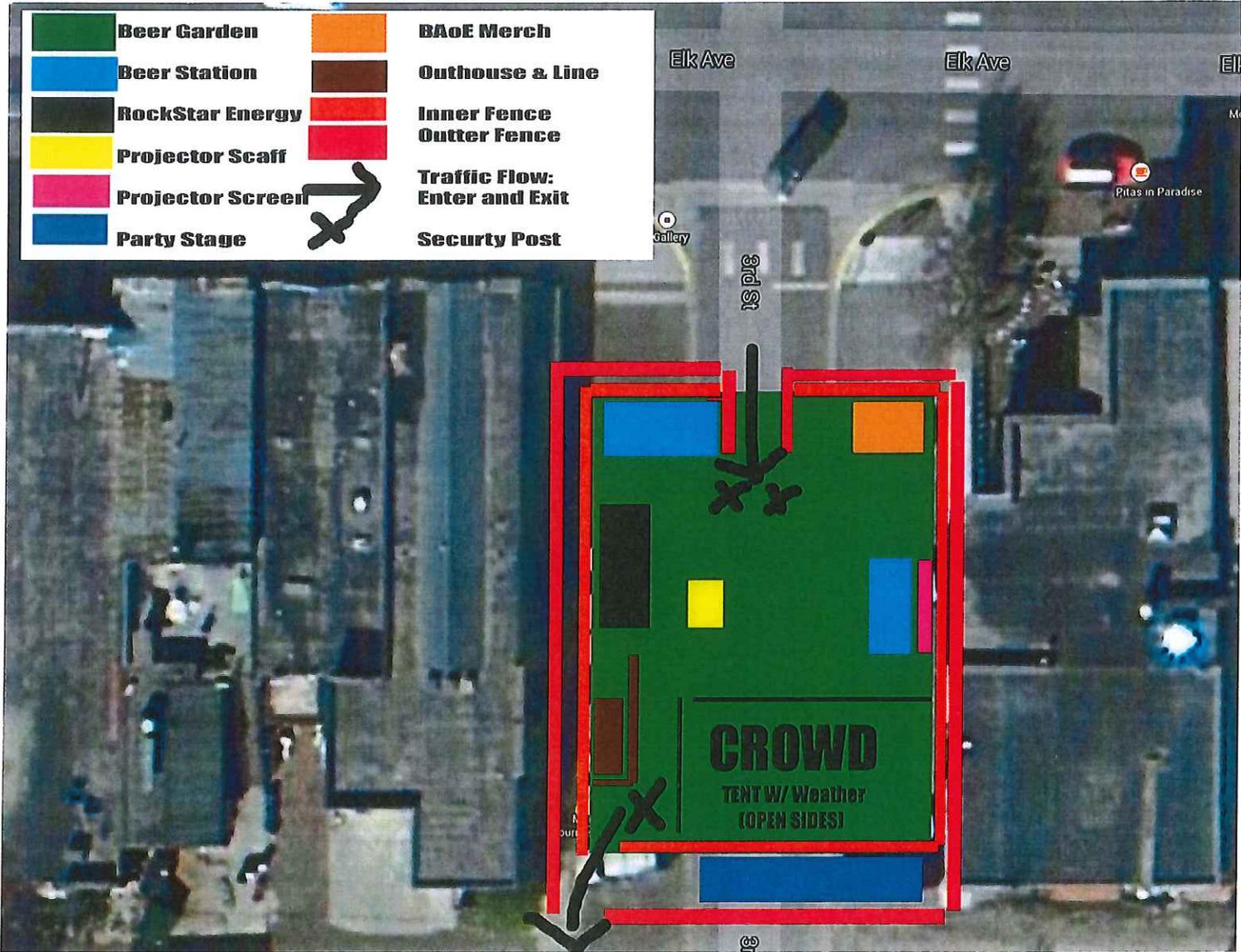


Town Of Crested Butte Public Works must provide all road closure barricades and fencing no later than 8am on Friday the 7th; Crested Butte Marshals Office is responsible for all four hard closures as well as clearing the post office lot of parking on the event day and maintaining a soft closure at the exit of the post office alley for Police, Fire, and EMS emergency response and secondary course access; as well as ensuring clear ingress / egress at 4th and Elk, Third and Post Office Alley for revolving ambulance response routes as well as any other emergency access needed over the two day closure.

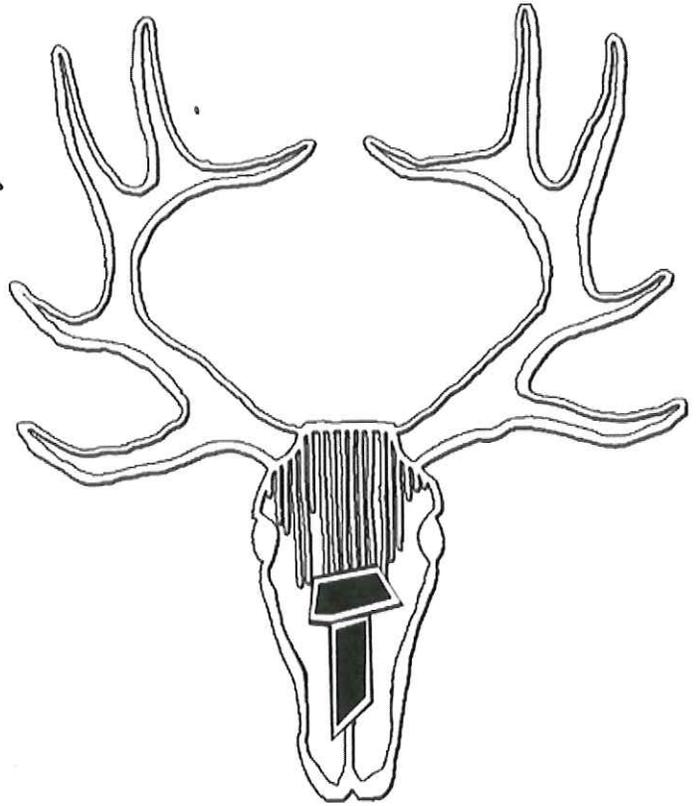
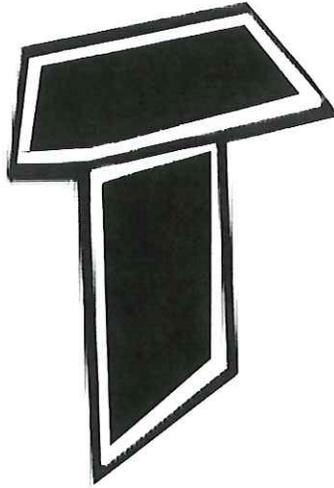
Action Zone Detailed Insert



Beer Garden Detailed Insert



MARCH
5



TWO PLANK
PRODUCTIONS

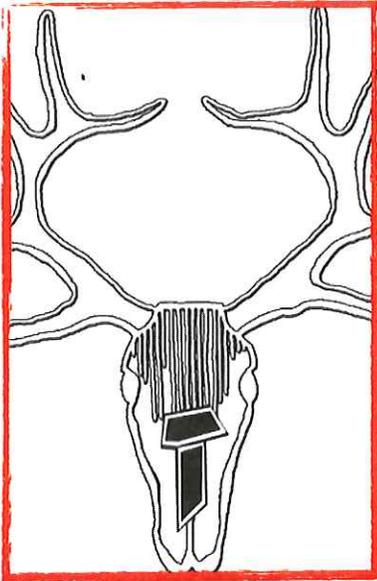
BIG AIR 2016
ON ELK March 5

COMPLETE EVENT
PLAN

- Event Documents
- Formalizations & Procedures
- Emergency
- Communication
- Contacts
- Check List
- Supporting Documents

corey@twoplank.com





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PO BOX 942, CRESTED BUTTE, CO 81224 >info@twoplank.com > 970.349.0350

FOR IMMEDIATE RELEASE –

March 5, 2016

(Crested Butte, CO)

Elk Avenue, a really big kicker, thousands of people, live music, give aways, and some of the best athletes in the area are a few things that make Big Air on Elk one of the top and most anticipated events of the year.

Two Plank Productions in collaboration with its LIVE event crew from Two Plank EVENTS will put on this remarkable event for the ninth year in a row, making it bigger and better than ever featuring a new VIP area, jumbotron screens, and more! The VIP area will include a heated area, open beer garden, and premiere viewing.

Skiers and boarders will be pulled down Elk by snowmobile in order to get launched into the air by a giant 50 foot gap jump built in the middle of third street. While thousands of onlookers cheer on their favorite athletes, competitors will throw out their best tricks to impress the crowds and judges alike. There will be a FREE outdoor concert on the streets of downtown Crested Butte following the event.

Don't want the party to stop there? An afterpart will follow the event featuring a live DJ, prizes, and specials at Bonez. The night is guaranteed to ensure good music, great friends and an incredible time had by everyone in Crested Butte on March 5th!

Not going to be in town but still want to watch the competition go down? No problem! This year, the live stream will return featuring the pre-event practice and live webcast for the official competition, awards, and closing ceremony event provided by Two Plank Productions' division TwoPlank Events: LIVE. This way you can be a part of this great event no matter where you are!

Year after year, the Big Air on Elk competition has brought significant business to Elk Avenue and the surrounding areas. Having the event stationed at Elk and 3rd Street brings the largest winter gathering to the town for restaurants, shops and bars that line the Historic Downtown area.

The event will take place on the evening of Saturday March 5th to create a fun event during the Spring Break season. The Big Air on Elk competition will commence around Seven or Eight O'clock depending on temperatures where athletes will throw down under the lights of Elk Avenue, with practice and the pre-event beginning at sunset.

Watch the LIVE online broadcast if you are unable to attend in person at TwoPlank.com

If you have any questions regarding the event or you wish to become a sponsor you can explore more information at 970.901.2025

For production, equipment: Twoplank.com, info@twoplank.com, or 970.901.2025.



BIG AIR ON ELK 2016



Two Plank Productions in collaboration with its subsidiary event partner, Event Enterprises LIVE, Two Plank EVENTS is thrilled to announce the Eighth Annual Big Air on Elk competition on March 5 2016! Each year this event generates unrivaled anticipation and excitement throughout the Gunnison Valley, and this year's competition will be no exception. On the evening of Saturday, March 5, downtown Crested Butte will be transformed into a larger than life terrain park for a big air competition under the lights. Competitors will pull out their best tricks to impress the crowd and judges. Elk Avenue will come alive with live music, a beer garden, ticketed giveaways, and vendor booths selling event souvenirs. As always, this will be a wildly beneficial evening for local businesses, community members, athletes, online viewers, and guests alike. Big Air on Elk is an unparalleled event, showcasing top local athletes in a unique setting that represents what our community has to offer to both residents and visitors.

This is not an inexpensive endeavor and the event is made possible by the overwhelming support of our sponsors and the Gunnison/Crested Butte communities. This year, sponsorship levels range from the Green Circle level to the double Black Diamond level. Please refer to the sponsor level descriptions on the following pages. New to the 2015 event, the naming rights to the event are available for the top level sponsorship in addition to the title sponsors known as "Presented by".

There is the opportunity to become an event partner. Your brand will be included in the event titles and all media outlets, including pre-competition initiatives. This begins with our [co-title] sponsorship as in: "Your Entity" presents the [Naming Right Partner Entity] Big Air on Elk 2016 in association with [the presenting] sponsors then followed by the [billboard] sponsors which are featured as commercial, audio, and logo credit in the live webcast. The event partners are included in the live webcast to over 8,000 individuals, in the Gunnison Valley, relaying not only their brand message to listeners and viewers, but also their support of community events. This event would not be possible without the support of our local businesses and their sponsorships!

This year, a portion proceeds from the Big Air on Elk Beer Garden will benefit the volunteers of Crested Butte Fire and EMS through their non-profit Squad Association. The volunteers of these organizations are an instrumental component to the overall success of the community, whereas the EMS Division provides Advanced Life Support certified transport to local clinics and the Gunnison Valley Hospital. Both units are a vital part of keeping our community safe and to the competitors as well as spectators of Big Air on Elk!

The event itself will operate very much like it has in the past. Elk Avenue will close in which time 100 tons of snow will be trucked in by the Town of Crested Butte and Lacy Construction to allow Irwin Snowcats to construct the big air jump. Elk Avenue will be closed early Friday morning from Second Street to Fourth Street and will re-open again early Sunday morning. As always, this event is friendly for all ages!

Watch the live stream beginning at 6PM and the live webcast beginning at 7:30pm live at twoplank.com and coloradofreeskier.com. Sponsorship opportunity is also available for webcasting sponsors please inquire for details.

BIG AIR OF ELK 2016



EVENT PARTNERSHIPS

All Is Included In The Double-Black Sponsor Features on
Following Page



- TITLE SPONSOR: \$6000 OR partial trade ...**
- > "YOUR ENTITY" PRESENTS...
 - > Exclusive co-sponsorship
 - > Webcast Commercial Placement
 - > Display logo on poster, shirt
 - > Display name as event title
 - > ONE AVAILABLE

PRESENTING SPONSOR: \$4000 OR Partial Trade

- > ...In association with "Your Entity"
- > Announce on PA during event
- > Webcast Commercial Placement
- > Display logo on poster, shirt, online
- > Presented by mentions in webcast
- > Four Available



**BILLBOARD SPONSOR \$3000 CASH OR \$2500 CASH &
product**



- > Billboard Sponsor in Webcast
- > Webcast commercial placement
- > Display logo on poster, shirt, online
- > All partner levels include Double-Black
- > Six Available



BIG AIR ON ELK 2016

SPONSORSHIP PACKET
****DUE NO LATER THAN FEB, 22ND**



**\$300 Cash or
 \$175 Cash &
 \$175 Product**

Hang 1 Banner

I, _____
 would like to
 be a green circle
 sponaor for Big
 Air on Elk

X _____
 Signature

**\$600 Cash Or
 \$350 Cash &
 \$350 Product**

**Hang 1 Banner
 Announce on PA**

I, _____
 would like to
 be a blue square
 sponsor for Big
 Air on Elk

X _____
 Signature

**\$1000 Cash Or
 \$600 Cash &
 \$600 Product**

**Hang 2 Banners
 Announce On PA
 Logo on Poster**

I, _____
 would like to
 be a black diamond
 Sponsor for Big
 Air on Elk

X _____
 Signature

**\$2500 Cash Or
 \$2000 Cash &
 \$500 Product**

**Hang 2 Banners
 Announce on PA
 Logo on Poster
 Name on T-Shirt
 Media Mentions**

I, _____
 would like to
 be a double black
 diamond sponsor
 for Big Air on Elk

X _____
 Signature

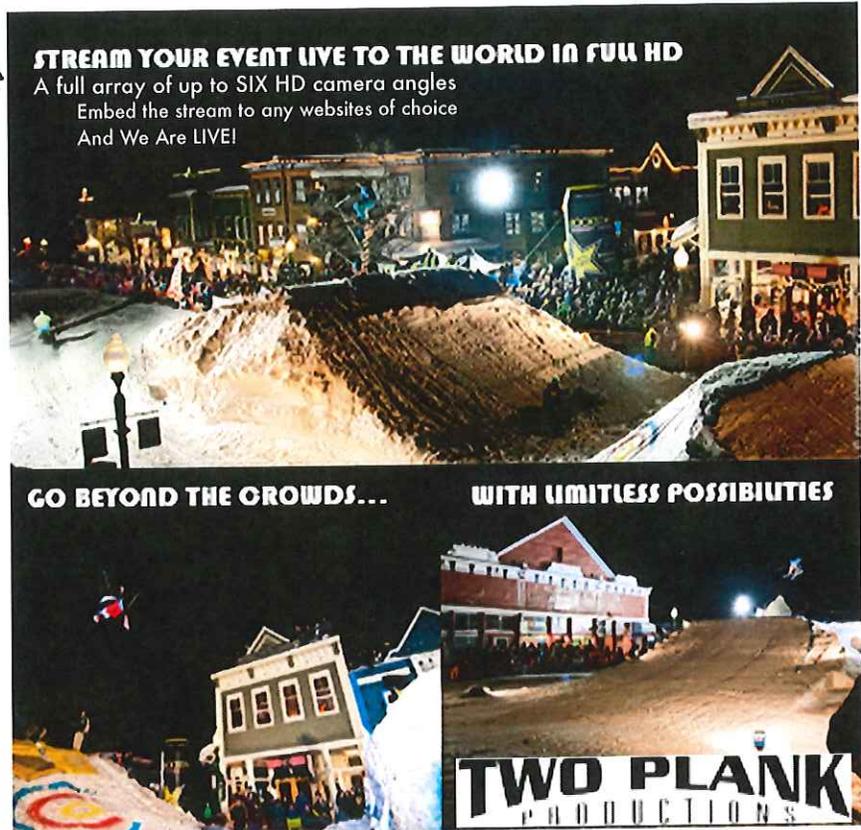
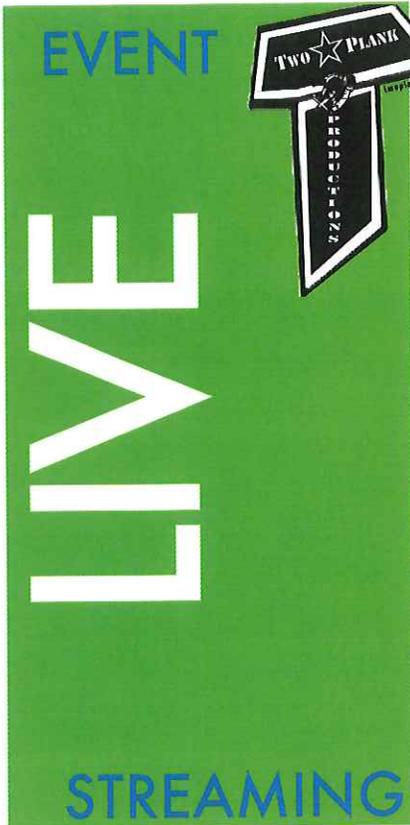
PLEASE MAKE CHECKS PAYABLE TO TWO PLANK PRODUCTIONS WITH

BIG AIR ON ELKAS THE MEMO, WE ALSO ACCEPT ALL CREDIT CARDS

ALL SPONSORSHIP DUE BY 2/22 & 2/5 TO BE INCLUDED ON POSTER & T SHIRT.

Name: _____ **E-Mail:** _____

Business Name: _____ **Phone#:** _____



A Unique Live Streaming Service provided by Event Masters at Two Plank

Take your event to the next level! A live stream of your event will both allow those who are unable to attend the ability to participate as well as recruit additional attendance. Effectively boosting the event value for sponsors exponentially. Add as many as 25,000 participants to your event! Fans from around the globe tune in on your website to watch it all happen.

Monetize the event to your sponsors by including digital branding, billboards, and commercial inserts into your live feed with no limits or constraints. Each live stream webcast is 100% customizable, and controllable. The webcast's format can be constructed in any way you can imagine, and can structure each element custom tailored to your individual sponsor obligations. Enhance the experience of your event with a replay for anyone to re-live the thrill of the event or share to friends. -We record all content shot live. -Additional packages available to create a Video News Release (VNR), promotional video, commercial, & more.

-Event services, equipment rental, Audio/Video, & logistics also available.

WebCast Packages	
Basic HD unicom w/ trade	\$4K
Basic HD Multicom	\$8K
Premiere Multicom w/ host	\$10K
Deluxe: All above+commercials	\$12K

Contact: Corey Tibljas
TwoPlank Events:LIVE / 810 Ent
corey@twoplank.com

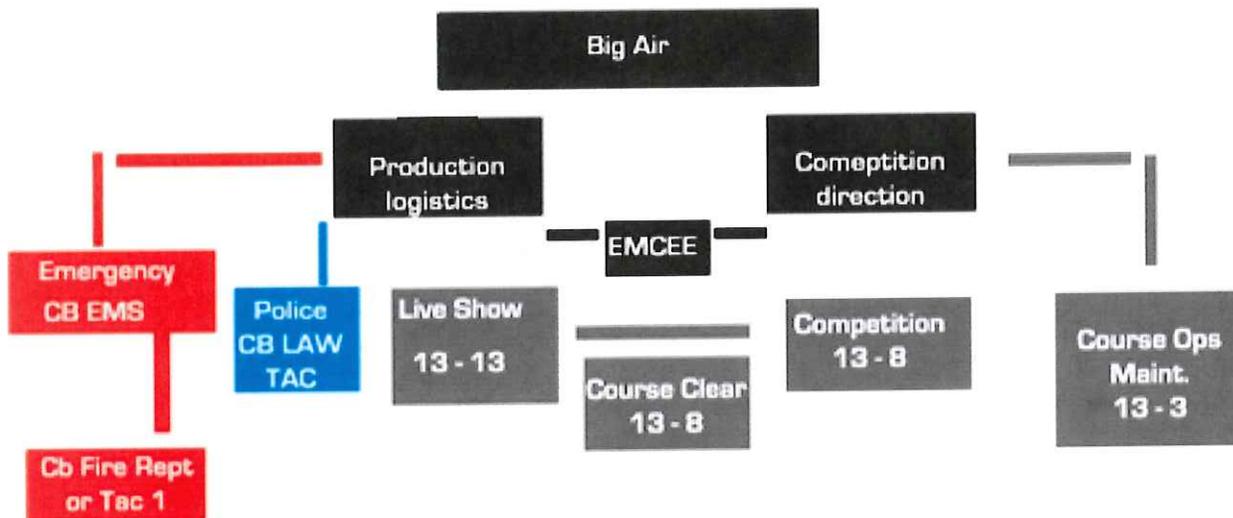
If you can dream it, we can implement it, then take it LIVE

 8,000

unique viewers watched our last feature webcast live stream. That's an increase of 30.4x larger over a 4 year time span. Imagine what this service can do for your event. Offer this opportunity to your event's sponsors, and they will want to jump on board! As partners with the physical event, they can embed the player code into their own website as paying sponsors to showcase their investment live, directly to their fans/customers. Have an event partner exhibiting a new product? We can add a unique promo or QR code right to the live stream. Additionally, we can meta-tag the replay so the viewer can click unique elements in the video and reach your site.



Communication



All Communications will originate between Corey and Gabe exclusively at the Production HQ on the respective channels posted.

-Prior to each run, Safety will call course clear, Gabe will copy then await judges ready. Gabe will relay in-person the information to Corey. Production will ready for the rider drop. Corey will clear production ready for drop in, In-person with Gabe, Gabe will call competitor drop for competition. Starter will call drop and Emcee will have the call from there; EACH RUN!!!!!!

-In an emergency or injury, safety will relay to Gabe that EMS is needed and describe the injury, Gabe will relay to Corey in-person, Corey will call in EMS and other resources as needed, no official personal will be permitted on course at any other time unless cleared with Corey at Event HQ or radio.

-Course maint. will be done as instructed by HQ command ONLY. No course maint will be performed without instruction on channel 13 - 8.

Safety



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PO BOX 942 , CRESTED BUTTE, CO 81224 >info@twoplank.com > 970.349.0350

Safety Briefing Checklist

Mandatory Meeting: 4pm at Event HQ

1. There is no drinking, if you see or smell alcohol you are done for the night
2. All skier and boarders must wear a helmet
3. Everyone within the fence must be wearing either a reflective vest or jersey
4. When the flag is up that means that the snowmobile is on course and stay in your designated area
5. If Gabe or Corey ask you to leave the fenced area please listen or you will not be asked back
6. Athletes will not tug on the ropes to achieve additional speed. If you overshoot due to tugging (we will review on video replay), you will be given a warning assuming you didn't blow a knee, if you overshoot a second time, game over. This is to protect the athletes and also for snowmobile control safety.
7. Any athlete demonstrating reckless behavior in any manner will be asked to leave at any time with no refund, solely at officials' discretion.
8. Athletes are invited under the assumption that they conduct themselves as professionals. Any athlete (or crew member) not upholding professional conduct, or in any way conducting in a way that may harm the general public, will be removed from the event immediately and possibly be delivered to the Crested Butte Marshals office for further interventions.
9. We take this event extremely seriously, we reserve the right to remove anyone from competition or service at any time for any reason. We expect the best conduct, behavior, and professionalism or this event will not continue.
10. Safety of the public is the #1 concern, staff second, athletes third, equipment fourth. The public MUST not be at risk at any time, therefore for the athletes safety and the public's safety, you MUST execute athletic performances within your ability. Should poorly executed or reckless athleticism result in the harming of the public, the athlete responsible will ultimately be held responsible. Additionally, the athlete must perform within their ability to ensure their own safety. Big Air on Elk LLC, Colorado Freeskier, LLC, and Two Plank Productions, any affiliates are not responsible or liable for the athlete's actions; the athlete is a sole representative of themselves.



TWO PLANK
PRODUCTIONS
www.twoplank.com

398 RIVERLAND DR-SUITES 2E / 1E

TWO★PLANK
PRODUCTIONS
twoplank.com

PO BOX 942, CRESTED BUTTE, CO 81224 >info@twoplank.com > 970.349.0350

Event Contacts Division Managers

Event Director / Executive Producer

Corey Tibljas
corey@twoplank.com
970.901.2025 [direct office]
970.596.2323 [urgent mobile]

Operations & Production Producer

Galen Murray
galen@twoplank.com
(406) 241-7799

Production Director

Phil Spinner
phil@hawkinprod.com
(303) 641-8600

Logistics Coordinator

Tyson Bolduc
bolductyson@yahoo.com
(303) 641-2231

Event Operations Foreman

Pete Chase
pete@twoplank.com
(480) 209-9137

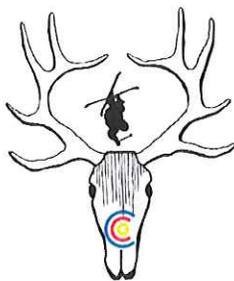
Production Foreman

Myke Griswold
myke@twoplank.com
(303) 956-6783

Concert/Audio Division

One Way Sound
CJ Conway
cj@twoplank.com
(303) 918-0385

Model Release



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Model Release

Film/Video/Still Content Ownership

In consideration of my participation in the coordinated event or shoot, I hereby grant TWO PLANK PRODUCTIONS, LLC., 810 ENTERPRISES (TRADENAME), COREY TIBLJAS (PRINCIPAL EXECUTIVE) and other SPONSORS, event photographers, and associated the absolute and irrevocable right and permission, with respect to any film, video or photographic images that are taken and/or in which I may be included with others.

- a) To copyright same in their own name or any other name that they may choose,
- b) To use, reuse, publish, and republish the same in whole or in part, individually or in conjunction with other photographs, in any medium and for any purpose whatsoever, including (but not limited to) illustration, promotion, advertising and trade, and
- c) To use my name in conjunction therefore if they so choose.

I hereby release and discharge TWO PLANK PRODUCTIONS, LLC., 810 ENTERPRISES (TRADENAME), COREY TIBLJAS (PRINCIPAL EXECUTIVE) and other SPONSORS, event photographers from any and all claims and demands arising out of or in connection with the use of said photographs, films, or videos.

This authorization and release shall also ensure to the benefit of the legal representatives, licensees and assigns TWO PLANK PRODUCTIONS, LLC., 810 ENTERPRISES (TRADENAME), COREY TIBLJAS (PRINCIPAL EXECUTIVE) and other SPONSORS, event photographers as well as the persons for whom they took the photograph.

I am over the age of eighteen (18). I have read the foregoing and fully understand the contents hereof.

Date: _____

Name (print): _____

Signature: _____

Witness: _____

Signature: _____

Parent/Guardian _____ Name & Relation: _____
(if under 18 years old)

Waivers



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PO BOX 942, CRESTED BUTTE, CO 81224 >info@twoplank.com > 970.349.0350

Athlete/Character/Location/Property Release

Waiver of Liability – Model/Appearance/Property Release

Person/Property Appearing: _____

Title of Production/Project/Assignment: _____

Production Date: / / [valid for life of production without notice of change]

Production Location: _____

Authorization for all Other Associated Locations-YES: _____ NO: _____

-Appearance Authorization / Intellectual Property Rights & Release to Producers (Two Plank):

I _____ hereby authorize Two Plank Productions, LLC and its associated producers, agents, successors, and designees to record my name, likeness, image, voice, sound effects, interview and performance on film, tape, or otherwise (the "Recording"), edit such Recording as the producers may desire, and incorporate but not limited to literary, promotion and advertising materials. It is understood and agreed that the Producers shall retain final editorial, artistic, and technical control of the Film or Production and the Film or Production content. The Producers may use and authorize other to use the Film or Production, any portions thereof, and the recording in all markets, manner and media, whether now known or hereafter developed, throughout the universe in perpetuity. The Producers and/or the Producer's successors and assigns, shall own all rights, title and interest, including the copyright, in and to the Film or Production, including the Recording and related materials, to be used and dispose of, without limitation, as the Producer shall determine. The individual/entity hereby releases all rights of intellectual property, creations, etc. Initial: _____

-Royalties & Company Equipment Usage and Responsibility:

Furthermore, the appearer (actor/athlete/model-performer/ect.) is entitled to no rights, royalties, and/or compensation by terms of this agreement. Compensation based employment and involvement is solely distinguished by a separate contractual agreement, and is in no means granted or offered by this agreement. Accordingly, the Producers must insist that the appearer adheres to the binding terms of this agreement, and is firmly aware that they are entitled to no predetermined royalty other than due credit for their efforts. IN ADDITION, the individual is solely responsible and liable for any unit of other's property used, borrowed, provided, or given by the Producers and/or Two Plank Productions, LLC. Weather it be, but not limited to a camera, beacon, radio, snowmobile, vehicle, et. al. Personal insurance is encouraged and recommended for liability & health. Initial: _____

-Liability Waver:

I assume the risks involved with production based filming (aka shooting). The appearer has decided to act on their intentions based on their own freewill and they certify that they are not under the influence of any drugs, alcohol, or any other substance while agreeing to this agreement. The appearer has made and educated decision to perform their desired task, and has invited and allowed Two Plank Productions, LLC and the Producers to follow along to document the progress of the event for the Producer's Film or Production. The Producers hereby waive and differ all liability of property owners, resorts, ect that allow staff, cast and crew access to their property. Under no circumstance, or by no means, is Two Plank Productions, its associates, contractors, and Producers liable for the appearer's actions, safety, liability, property, equipment, or well being should an incident occur. The appearer is solely responsible for their actions, and hereby also assumes sole responsibility for their life, property, time, and any other subject pertaining to the subject matter.

Print Name Date Parent/Guardian Signature

Address City State Zip SSN
Signature assures & guarantees the above accuracy under penalty

Strike Plan

Big Air on Elk

- Saturday March 5 [ELK CLOSED] [3rd closed alley to alley 3/400 block]
 - 2200
 - Production Wraps all on course infrastructure
 - 2300
 - Concert Division wraps and begins strike
- Sunday March 6
 - 0000
 - Inner perimeter tear down
 - Signage
 - AC/Power
 - Inner barricade
 - Infrastructure
 - 0200
 - Heavy Equipment arrival
 - 0200 – 0800
 - Snow removal
 - Event preforms duties while assisting machine operators
 - Ongoing strike [all divisions]
 - Trash patrol / clean up
 - Event equipment staging reduced to 300 ½ block of 3rd st.
 - 0800-1000 [Elk Opens] [400 block of 3rd Opens] [300 ½ stays closed]
 - Outer perimeter removal and staging for load out
 - 1000-1200
 - Crew Rest
 - 1200
 - Crew lunch
 - 1300-1800
 - Hard Barricade Removal and staging
 - On going strike / staging for load out
 - Trailer Breakdown
- Monday March 7th
 - 0600 – 0830 [ELK CLOSED]
 - Removal of any hard barricades (pending)
 - 0800
 - Load Out begins
 - 1200 [3rd Street Opens]
 - Load out complete and staged at HQ
 - Rehab equipment and download at HQ
 - 1200-2359 [buffer time within permit for unforeseen complications]

Notes



Notes:

EMS Agreement



CRESTED BUTTE FIRE PROTECTION DISTRICT

306 MAROON AVENUE
P.O. Box 1009
CRESTED BUTTE, COLORADO 81224
(970) 349-5333 FAX: (970) 349-0438

CBFPD EMS Special Event Stand By

Overview:

EMS may be requested by event organizers to provide medical stand by for planned events occurring in the district. These events may need additional EMS resources due to large groups of participants and/or a high probability of injury/illness. The EMS Coordinator is the contact point for scheduling and planning of requested medical stand by at special events.

CBFPD EMS Quoted Event Costs:

The EMS Division will provide one ALS EMT, one Basic EMT, and one ambulance for \$50/hr dedicated to event.

Special Event Protocols:

EMT's staffing the event will provide medical attention to patients under their normal EMS protocols. Patients requiring higher level of care will be transported to the closest available and suitable clinic or hospital to the event. Normal treatment and transport fees will be the patient's responsibility. If the patient is deemed critically injured or ill the onsite ambulance may transport the patient. All other routine transports will be handled by on-duty EMS personnel. Requested non-acute care beyond EMTs scope of practice will either be transported to an appropriate medical facility or referred to local clinics.

Special Event Expectations:

Ambulances and personnel providing special event coverage will have access to all patients and suitable ingress and egress to the event. At no time will EMTs accept additional compensation or personal special consideration from event sponsors. (Meals, special access, beverages) EMTs working a special event will be considered on duty and will adhere to relevant policies and procedures.

Michael Scott NREMT-P
EMS Coordinator
Crested Butte Fire Protection District
PO Box 1009
Crested Butte CO 81224
970-349-5333 ext. 3
ems@cbfpd.org

Special Event: **BIG Air on Elk**

Event Organizer: _____

ACHIEVED SAFETY CONSIDERATIONS: Elements in the following section have been successfully achieved

Date: 2-11-14

Compiled by: Jeff Tilton & Jim Conway **POC:** Jeff Tilton **Revised by Event Staff**

E: tilton.jeff@gmail.com

P: 619-921-4509

Key Mitigated Risks and Recommendations List

Tilton Safety Group (TSG) has reviewed the materials provided by the Town of Crested Butte, (TOCB) and the Event Organizer (EO) and provided suggestions based on those materials. TSG will not be obligated to be onsite for the Event and therefore not be responsible for identifying any additional conditions or circumstances not disclosed or the implementation of any suggestions. TOCB acknowledges that the Event is subject to conditions and risks in addition to those which may be identified by TGP.

Event Insurance

Prior to any event set up, the event coordinator shall provide the Town of Crested Butte sufficient Event Insurance that covers the entire period of the event including set up and tear down.

Liability Waivers

All staff, participants and media shall sign approved liability waivers and be credentialed appropriately to ensure there is no one "Inside the Fence" of the event venue who has not signed the waiver.

1. Crowd control during venue construction:

Review:

In the detailed event description provided by the Event Organizer (EO), there is no indication of any sort of physical barricades to prevent pedestrians from entering the construction area where snowcats and other equipment will be constructing the jump and other event elements.

ACHIEVED SAFETY CONSIDERATIONS

Recommendation:

Use yellow caution tape and orange safety cones at a minimum to identify the construction area and minimize the possibility of pedestrians crossing the street into the construction areas. In addition at least one live spotter on the ground is recommended to control the construction zone.

Cost:

Minimal.

Benefit:

Reduces the possibility of pedestrians crossing the street into the construction area and being struck by equipment.

2. Barricades during pre-event testing and training:

Review:

The test session the day before the event has barricades specified to segregate and protect participants and spectators. This is an area of serious concern as the testing has at least the same risk as the actual event. There needs to be mitigation efforts to isolate the testing from the inevitable crowd of observers (no matter how small).

Recommendation:

No testing of the jump should be conducted until the approved event barricades are set and in place.

Alternatives:

Conduct the test session the morning of the event once the approved barricades are set up and in place. This will provide adequate time to make adjustments before contest activities are scheduled to start at 6:30 PM.

Cost:

Minimal. This should not involve much in the way of costs, as the barricades need to be built prior to the actual event.

Benefit:

Creates a physical barrier between participants, snowmobile, and viewers.

3. Protect spectators from potential impact with snowmobiles:

Review:

While minimal steps have been taken to prevent this, the spectators are still at risk due to close proximity of the snowmobile lane and potential impact zones.

Recommendation Option 1:

1. Establish a minimum separation distance between snowmobile lane and spectators of 15' with double fencing/barricade between them.
 - a. 6' between inner and outer fencing/barricade
2. In potential impact zone such as the end of the landing area and turnaround areas it is recommended to restrict spectators from these areas and to use impact containment barricades and crowd separation fence/barricade.
 - a. Impact containment barricades(SeeAppendixC)
 - b. 6' between inner and outer fencing/barricade
3. Ensures snowmobile is in good working order
 - a. Technical inspection by professional prior to event use
4. Ensure snowmobile operator is experienced in this type of activity.
5. Limit snowmobile speeds in all non-reinforced areas.
6. Limit snowmobile speeds in all non-protected areas.

Cost:

Minimal to moderate. Eliminating spectators from the north side would cost nothing, but would limit spectator's areas. Building a suitable double fence configuration would have a moderate cost.

Benefits:

Increasing spectator safety while maintaining event entertainment and impact is a benefit for all parties.

4. Maintaining Fire Lane and EMS access

Review:

No EMS plan or diagram provided.

Recommendation:

1. See EMS and Emergency Map plans.
2. Ensure that fire lanes and EMS access is clearly defined and maintained throughout the event. Brief all event personnel on fire lanes and EMS access routes and the need to keep them clear. Instruct event security to monitor and enforce fire lanes and EMS access routes.

Costs: Minimal.

Benefit: Ensure timely response time to any EMS situations.

5. Isolate spectators from participants:

Review:

The diagrams provided shows that plans have been made to address this concern. While no mishaps have been reported to us, there could be improvements made.

Recommendations:

1. In the landing/run out area where the impact risk to spectators is the highest, an impact containment barricade and crowd separation fence is recommended.
 - a. 6' between inner and outer fencing/barricade

Costs:

Minimal to moderate. If local assets are available to meet any additional requirements cost would be minimal. If additional requirements need to be met by bringing in outside materials cost would be moderate.

6. Staff and Media in landing area of jump:

Review (Amended):

There is no staff or media permitted in the landing area who is not directly posted there by event staff

Recommendation:

1. Ensure media has signed liability releases and has been thoroughly briefed by the event organizer on safe practices and personal risk while athletes are performing. Also consider minimizing the number of people allowed to access to this high-risk area.

Costs: Minimal.

Benefit: Reduces or eliminates the possibility of injury to staff and media.

7. Athlete, staff, and media safety briefing:

Review:

Briefing not provided

Recommendations:

Ensure safety briefings take place with athletes, staff and media. A checklist type document should be used in briefings to ensure all items are briefed.

Costs: Minimal

Benefits: Ensures all involved parties are aware of rules, regulations and protocols.

8. Protocols for crossing snowmobile and participant travel lanes

Review:

Because of the tight confines of the venue, blind spots and speed of snowmobile, crossings of the snowmobile lane by staff, media or participants have a risk of being stuck by the snowmobile lane.

Recommendations:

1. Use a hot and cold designation for the venue. The venue is hot when snowmobiles are operating and cold when they are not. When the event is hot no one should enter the venue or cross the snowmobile lane.
2. Place entry and egress points at the ends of the venue or on the opposite side of snowmobile lane.
3. Have a course marshal with a flag and radio coordinate hot and cold designations, and coordinate emergency access.

ACHIEVED SAFETY CONSIDERATIONS

Costs: Minimal.

Benefits:

Reduces the risk of anyone being struck by the snowmobile inside the venue.

9. Command and Communications plans for the event

Review:

See Flow Chart*

Recommendation:

Create an Organizational Chart that lists the Event Manager, Course Marshall, and other staff members and what each person's responsibilities are.

Costs: Minimal

Benefits:

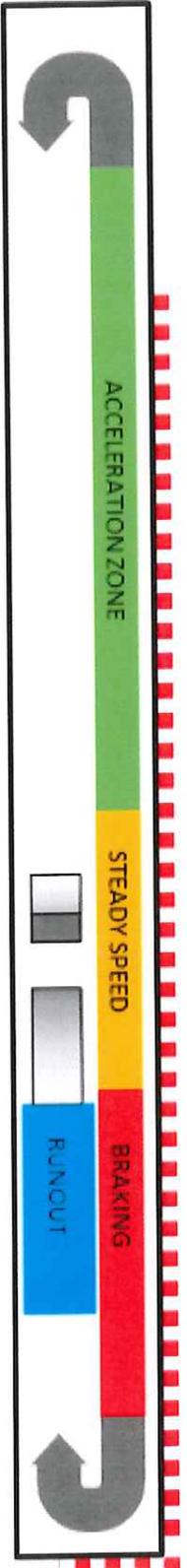
All parties know the command structure and what each person's responsibilities are.

Secondary Considerations:

1. Appropriate placement and/or padding of all temporary lighting and/or AV fixtures inside the event area.
2. Connect crash pads on landing ramp face.
✓✓ Double up pads on seams if connection is not tight. ✓✓ Do not allow gaps to form between pads.
3. Protocol for snowmobile after the athlete drop. The principal is to avoid impact between the snowmobile and an athlete who hooks and edge or otherwise tracks in into the snowmobile travel way.
✓✓ Extend run-out area to allow snowmobile to stay ahead of athlete till he lands and slows, then decelerate.
✓✓ Have snowmobile brake short of the athletes landing and run- out.
4. Pad all permanent fixtures such as light poles, benches, or landscaping features adjacent to the snowmobile travel way, or athlete path where no double fencing is provided.

Appendix B: Addressed Areas of Concern Regarding Snowmobiles

Area of concern: Snowmobile proximity to spectators



The area of most concern for spectator safety is adjacent to the snowmobile tow area. The snowmobile weighs approximately 500 and has estimated speeds in the 35 – 40 mph range when towing athletes. The consequence of any impact with spectators is therefore HIGH.

The snow machine does a straight pull indicating the probability of a loss of control is low and would present no risk to spectators (Diagram 1).

Diagram 1

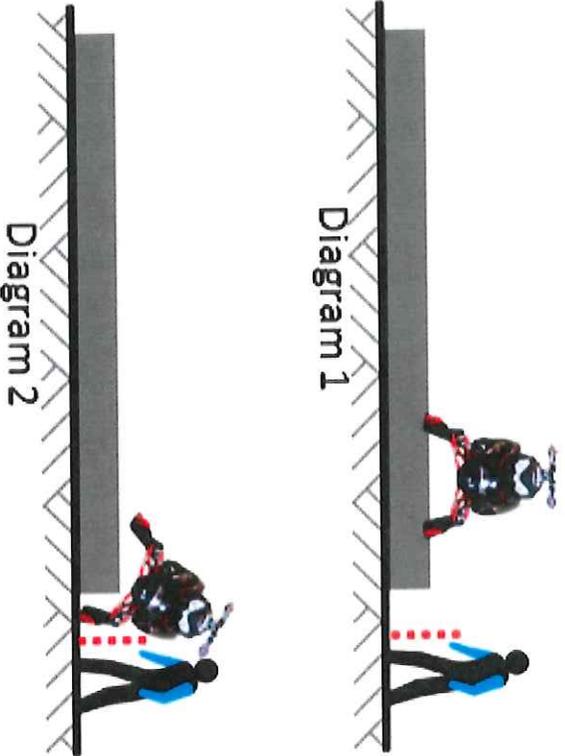
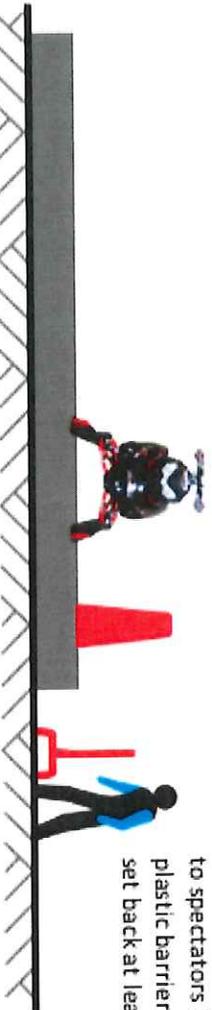


Diagram 2

Looking at pictures and videos it appears the snow track is raised above the street and spectator level. This creates and drop-off to the side of the snow machine. If the snowmobile did get a ski off that edge it would exacerbate any temporary loss of control. It is also observed in old event videos that spectators are staged pretty close to that edge on the side of the track; if a machine did veer of course or lose control the machine is precariously close to the spectators (diagram 2).

The more typical industry standard for machines running this close to spectators is illustrated in Diagram 3 where there is a ballasted plastic barrier adjacent to the snowmobile, and a secondary fence set back at least 6 feet to keep the spectators away.

Diagram 3



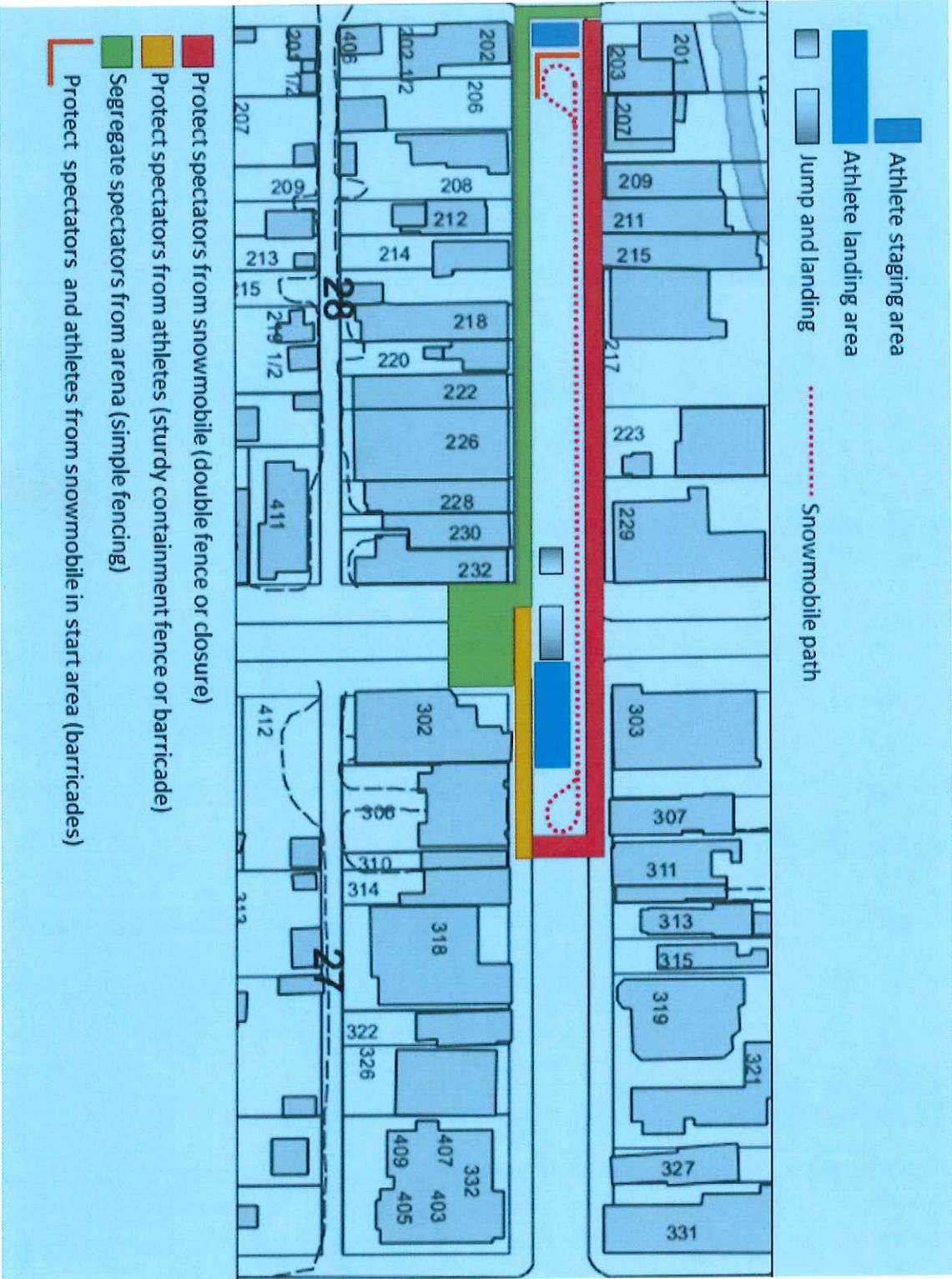
Appendix C: Addressed Areas of Concern Regarding Barricades

EXAMPLES

Impact Containment Barricade is any system of barricades that are set up to keep equipment and/or people impacting the barricade within the event venue. The first level of containment designed to stop, slow, or deflect a mechanical device such as a snowmobile. Typically there is another fence 6' away that creates a safety buffer between any impact and spectators.



Appendix A:



BIG AIR ON ELK (MARCH 5-EVENT/SETUP TO BREAK DOWN MARCH 3-8) 2016

DEPARTMENT APPROVALS (For Official Use Only)

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

Marshal's Department :

Tom Martin 2-4-16
Signature Date
TOM MARTIN
Name (Printed)

Conditions/Restrictions/Comments:
Will work with Corey
As needed

Public Works:

Rodney E. Duer 2-4-2016
Signature Date
Rodney E Duer
Name (Printed)

Conditions/Restrictions/Comments:
will work with event organizer
& Marshal's Dept, as
needed
OK

Parks and Recreation:

Janna Hansen 2/4/16
Signature Date
Janna Hansen
Name (Printed)

Conditions/Restrictions/Comments:
Day will be available
w/ the skid steers.

Town Clerk:

Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:

Town Manager:

Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:

Betty Warren

From: Scott Wimmer <scotto@crestedbutte.net>
Sent: Monday, February 08, 2016 4:04 PM
To: Betty Warren
Subject: Big Air

Betty,
Our comments,

Date: 2/5/16

RE: Review of Big Air

The following are comments from the Big Air Plan we received on Feb. 4th, 2016.

Fire Division Clarifications:

- Secondary Emergency Access (means of access and egress) not feasible due to obstacles and obstructions
- Any use of Generators? What is the power source for the stage? Fuel? Extinguishers?
- The "Event Production Area" states "hard closure". Does Fire & EMS personnel have emergency access on both sides of this area?

Fire Division Statement:

- The pre-event inspections for Big Air to be conducted by the Town of Crested Butte.
 - It is our understanding the Town of Crested Butte will be evaluating and in charge of approving the Safety Plan for the Big Air Event.
 - No Fire District assets or equipment to be utilized prior to or during this event with the exception of the EMS Response Plan as proposed.
 - Maintain access to the fire hydrant behind the Beer Garden.
-

EMS Division:

Mike Scott has no issues with the Big Air EMS Response Plan as proposed.

.....

803 Butte Avenue
P.O. Box 3482
Crested Butte, CO 81224

Ph. (970)349-5616 fax (970)349-7214

Mountain Express - Memo

January 13, 2016

I am not able to attend the January 19th Big Air on Elk meeting so I would like to pass along Mountain Express's concerns.

They are the same we talked about at an earlier meeting. With Elk Avenue closed for both Friday & Saturday we are requesting:

- Widen both Maroon Avenue and Whiterock Avenue
- Post no parking signs on the bridge on Maroon Avenue
- Have traffic/pedestrian control on 2nd Street to allow buses through to the Old Town Hall bus stop

The town bus will run late on Saturday, March 5th. We will provide 30 minute service between 12:00 am and 2:10 am with the last departure from Old Town Hall at 2:10 am.

If you have any questions please let me know.

Sincerely,



Chris Larsen
Transit Manager

SENT TO COREY

.....



Staff Report

February 16, 2016

To: Mayor and Town Council

Thru: Todd Crossett, Town Manager

From: Lynelle Stanford, Town Clerk

Subject: Locations for Food Cart and Farmers' Market Vending

Date: February 8, 2016

Summary:

Last fall, Council requested that, in the early spring timeframe, staff bring forward its vendor location plan for summer 2016 for Council's review and comment. Following is staff's proposed plan for Council discussion and comment.

Four categories of vending licenses allowed under Chapter 6, Article 4 in the Town Code are:

- Farmers' Market
- Food Cart
- Late-night Food Truck, and
- Merchandise Cart.

The question of location for this discussion is only relevant to Farmers' Market and Food Cart Vendors. Merchandise carts may not operate on public streets, sidewalks, alleys or other public rights-of-way, and late night food trucks are only allowed in the B1 Zone (Business Core). Section 6-4-30 (9): "No more than seven (7) vendors total shall be allowed on public property at any given time at Sixth Street and Elk Avenue." Of the total allowed, Section 6-4-60 (13): "No more than four (4) licenses for food carts may be issued in any one (1) calendar year."

Background and Discussion:

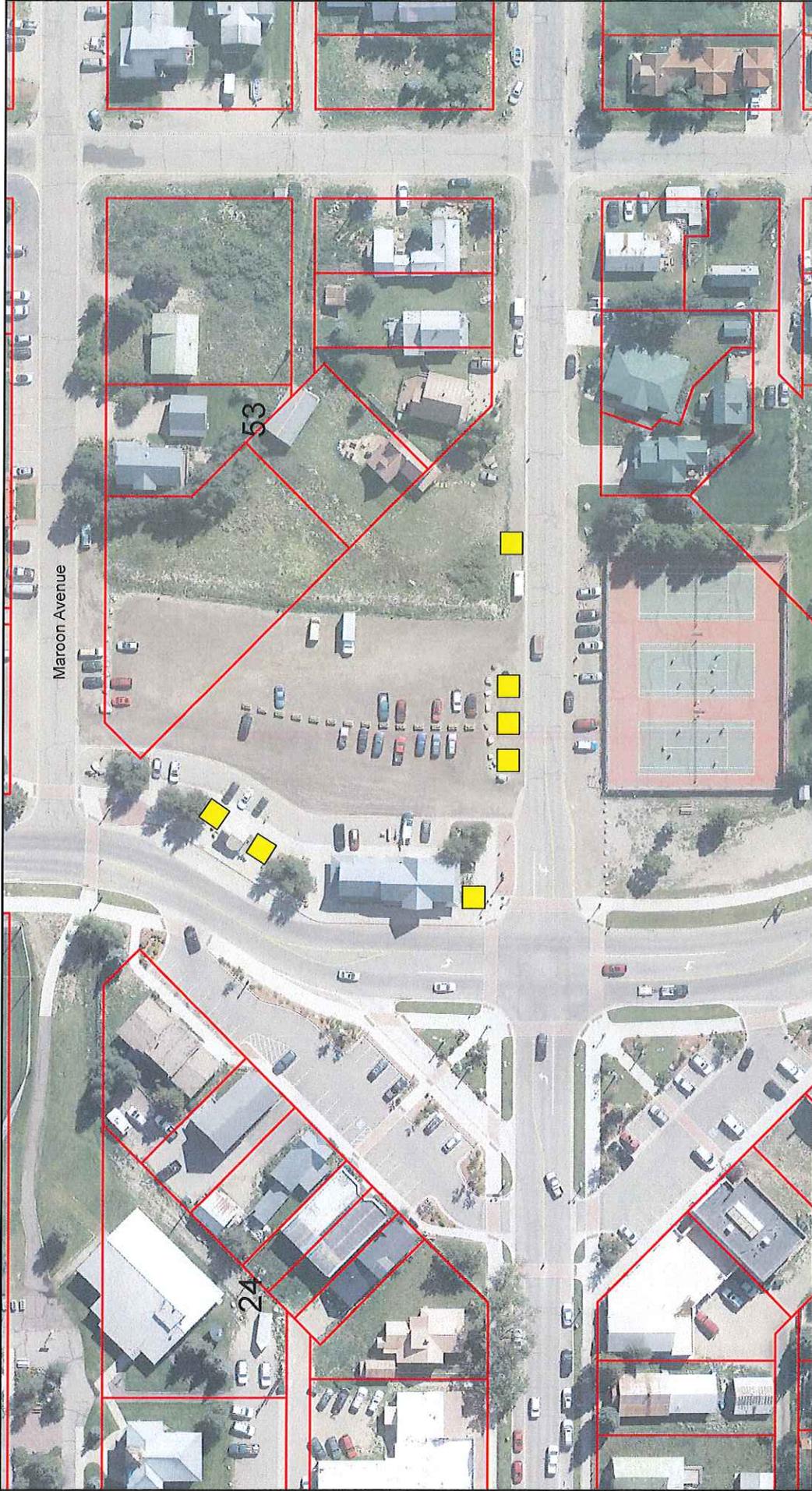
Last year, the Town issued four food cart vending permits and one farmers' market permit. The limit was filled for food carts, but Town Code could allow up to two additional farmers' market vendors, for a total of seven vendors. Historically, at least one of the food cart vendors used the space on the south side of Elk Avenue, on the west side of the tennis courts, which did not have a designated use. The area is now specified to be used as a parking lot, an electric vehicle charging station has been installed, and it will be re-surfaced with asphalt in 2017. The Council could request Staff to dedicate a parking space or parking spaces in this area for vending.

Staff identified seven spaces in the vicinity Sixth Street and Elk Avenue to accommodate the number of permits allowed by the Code. The Code stipulates that farmers' market vendors may vend at the public property at the corner of Elk Avenue and 6th Street. Food cart vendors may only operate at the farmers' market (special event not to be confused with farmers' market vendor), the Town parking lot at 1st Street and Elk Avenue, or other areas as the Town Manager may designate. No more than a single cart may operate on any individual Town lot. Spaces would be assigned on a first come, first serve basis, based on the timing of the submittal of a completed application and required documentation, for the duration of the permit beginning January 1 and ending December 31.

Staff does not recommend using the parking lot for vending due to public safety concerns, traffic flow, and parking. The Council could request that Staff allocate a parking space or spaces to accommodate vendors at the tennis courts. If the Council chooses this option, Staff recommends that it select a parallel parking spot along the west side of the lot rather than a head-in parking spot to minimize impact on traffic flow in and out of the parking lot.

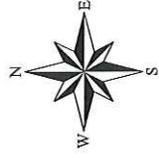
Recommendation:

Staff recommends locating the seven potential vendors, up to four food carts and three farmers' market, in the spaces depicted on the map included in the packet.



VENDING LOCATIONS Crested Butte, CO

- Parcel Boundaries
- Vending Sites



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

Date: February 2, 2016
 Filename: ~townofcb\VendingSites.mxd

From: [Glenn Michel](#)
To: scott@twinotter.com; [Lynelle Stanford](#)
Subject: Re: Winter Travel Management
Date: Sunday, February 07, 2016 3:12:09 PM

Scott,

Thanks for your letter. I am forwarding it to the town clerk to be included into the public record.

Glenn Michel

Sent from my iPad

On Feb 4, 2016, at 7:17 PM, info <info@sharetheslate.com> wrote:

From: Scott Seibold
Subject: Winter Travel Management

Message Body:

Dear Crested Butte Town Council and Mayor Glenn Michel, I would like to urge the Town Council to deny recent requests by the Crested Butte Nordic Center and Silent Tracks to write a letter to the Forest Service supporting a “rush to judgment” regarding winter travel management for the following reasons: 1) Silent Tracks and the Nordic Center represent only a small minority. Their stance does not represent the voice of the greater Crested Butte Community 2) The current Gang of Nine Decision continues to be an effective winter travel management plan for our area. If needed, this plan can still be altered on a case by case basis, such as it was in 2005 to place restrictions on Washington Gulch. Altering the entire winter management plan is not needed at this time. 3) At a national level, policy directives have not yet been written regarding Over Snow Vehicle use following the ruling that requires winter travel management overview. These directives are needed to guide any winter travel management plan discussions. 4) More user data and community input should be collected before winter travel management plan discussions should begin so that decisions can be made with better community-wide input and information. 5) Redevelopment of a winter travel management plan should not happen before the more comprehensive forest-wide revision is complete. The Forest Service intends to complete this comprehensive revision in the next 3 to 4 years. Revision of the winter travel management plan by stakeholders before completion of this forest-wide revision is putting the cart before the horse. 6) Instead of focusing on altering winter travel in all areas, we should first address issues at the winter parking areas. These areas are typically managed by Gunnison County, not the National Forest. For all of these reasons, the Town Council should not write a letter to the National Forest encouraging them to take action on the winter travel management plan in the Crested Butte area. Rather, the winter travel management plan should be re-evaluated in due time, after OSV directives are in place, after the Forest Service revisions have been complete, and after adequate data has been collected.

--

This e-mail was sent from a contact form on Share the Slate
(<http://sharetheslate.com>)

From: [Glenn Michel](#)
To: zach@zbirmingham.com; [Lynelle Stanford](#)
Subject: Re: Winter Travel Management
Date: Sunday, February 07, 2016 3:21:26 PM

Zach,

Thanks for your letter. I have forwarded it to the town clerk to be included into the twin record.

Glenn Michel

Sent from my iPad

On Feb 4, 2016, at 9:39 AM, info <info@sharethelate.com> wrote:

From: Zach Birmingham
Subject: Winter Travel Management

Message Body:

Dear Crested Butte Town Council and Mayor Glenn Michel, I would like to urge the Town Council to deny recent requests by the Crested Butte Nordic Center and Silent Tracks to write a letter to the Forest Service supporting a “rush to judgment” regarding winter travel management for the following reasons: 1) Silent Tracks and the Nordic Center represent only a small minority. Their stance does not represent the voice of the greater Crested Butte Community 2) The current Gang of Nine Decision continues to be an effective winter travel management plan for our area. If needed, this plan can still be altered on a case by case basis, such as it was in 2005 to place restrictions on Washington Gulch. Altering the entire winter management plan is not needed at this time. 3) At a national level, policy directives have not yet been written regarding Over Snow Vehicle use following the ruling that requires winter travel management overview. These directives are needed to guide any winter travel management plan discussions. 4) More user data and community input should be collected before winter travel management plan discussions should begin so that decisions can be made with better community-wide input and information. 5) Redevelopment of a winter travel management plan should not happen before the more comprehensive forest-wide revision is complete. The Forest Service intends to complete this comprehensive revision in the next 3 to 4 years. Revision of the winter travel management plan by stakeholders before completion of this forest-wide revision is putting the cart before the horse. 6) Instead of focusing on altering winter travel in all areas, we should first address issues at the winter parking areas. These areas are typically managed by Gunnison County, not the National Forest. For all of these reasons, the Town Council should not write a letter to the National Forest encouraging them to take action on the winter travel management plan in the Crested Butte area. Rather, the winter travel management plan should be re-evaluated in due time, after OSV directives are in place, after the Forest Service revisions have been complete, and after adequate data has been collected.

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This e-mail was sent from a contact form on Share the Slate
(<http://sharetheslate.com>)

From: [Glenn Michel](#)
To: mrdieseltwitch@mac.com; [Lynelle Stanford](#)
Subject: Re: Winter Travel Management
Date: Sunday, February 07, 2016 3:22:36 PM

Brian,

Thanks for your letter. I am forwarding it to the town clerk to be included into the town record.

Glenn Michel

Sent from my iPad

On Feb 4, 2016, at 9:31 AM, info <info@sharethelate.com> wrote:

From: Brian Alsum
Subject: Winter Travel Management

Message Body:

Dear Crested Butte Town Council and Mayor Glenn Michel, I would like to urge the Town Council to deny recent requests by the Crested Butte Nordic Center and Silent Tracks to write a letter to the Forest Service supporting a “rush to judgment” regarding winter travel management for the following reasons: 1) Silent Tracks and the Nordic Center represent only a small minority. Their stance does not represent the voice of the greater Crested Butte Community 2) The current Gang of Nine Decision continues to be an effective winter travel management plan for our area. If needed, this plan can still be altered on a case by case basis, such as it was in 2005 to place restrictions on Washington Gulch. Altering the entire winter management plan is not needed at this time. 3) At a national level, policy directives have not yet been written regarding Over Snow Vehicle use following the ruling that requires winter travel management overview. These directives are needed to guide any winter travel management plan discussions. 4) More user data and community input should be collected before winter travel management plan discussions should begin so that decisions can be made with better community-wide input and information. 5) Redevelopment of a winter travel management plan should not happen before the more comprehensive forest-wide revision is complete. The Forest Service intends to complete this comprehensive revision in the next 3 to 4 years. Revision of the winter travel management plan by stakeholders before completion of this forest-wide revision is putting the cart before the horse. 6) Instead of focusing on altering winter travel in all areas, we should first address issues at the winter parking areas. These areas are typically managed by Gunnison County, not the National Forest. For all of these reasons, the Town Council should not write a letter to the National Forest encouraging them to take action on the winter travel management plan in the Crested Butte area. Rather, the winter travel management plan should be re-evaluated in due time, after OSV directives are in place, after the Forest Service revisions have been complete, and after adequate data has been collected.

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This e-mail was sent from a contact form on Share the Slate
(<http://sharetheslate.com>)

From: [Glenn Michel](#)
To: vince@crestedbutte.net; [Lynelle Stanford](#)
Subject: Re: Winter Travel Management
Date: Sunday, February 07, 2016 3:27:09 PM

Vince,

Thanks for your letter.

I am forwarding it to the town clerk to be included into the town record.

Glenn Michel

Sent from my iPad

On Feb 4, 2016, at 8:54 AM, info <info@sharethelate.com> wrote:

From: vince scola
Subject: Winter Travel Management

Message Body:

Dear Crested Butte Town Council and Mayor Glenn Michel, I would like to urge the Town Council to deny recent requests by the Crested Butte Nordic Center and Silent Tracks to write a letter to the Forest Service supporting a “rush to judgment” regarding winter travel management for the following reasons: 1) Silent Tracks and the Nordic Center represent only a small minority. Their stance does not represent the voice of the greater Crested Butte Community 2) The current Gang of Nine Decision continues to be an effective winter travel management plan for our area. If needed, this plan can still be altered on a case by case basis, such as it was in 2005 to place restrictions on Washington Gulch. Altering the entire winter management plan is not needed at this time. 3) At a national level, policy directives have not yet been written regarding Over Snow Vehicle use following the ruling that requires winter travel management overview. These directives are needed to guide any winter travel management plan discussions. 4) More user data and community input should be collected before winter travel management plan discussions should begin so that decisions can be made with better community-wide input and information. 5) Redevelopment of a winter travel management plan should not happen before the more comprehensive forest-wide revision is complete. The Forest Service intends to complete this comprehensive revision in the next 3 to 4 years. Revision of the winter travel management plan by stakeholders before completion of this forest-wide revision is putting the cart before the horse. 6) Instead of focusing on altering winter travel in all areas, we should first address issues at the winter parking areas. These areas are typically managed by Gunnison County, not the National Forest. For all of these reasons, the Town Council should not write a letter to the National Forest encouraging them to take action on the winter travel management plan in the Crested Butte area. Rather, the winter travel management plan should be re-evaluated in due time, after OSV directives are in place, after the Forest Service revisions have been complete, and after adequate data has been collected.

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This e-mail was sent from a contact form on Share the Slate
(<http://sharetheslate.com>)

From: [Glenn Michel](#)
To: [Share the Slate](#); [Lynelle Stanford](#)
Subject: Re: Winter Travel Management Plan
Date: Sunday, February 07, 2016 3:47:56 PM

Thanks for your letter. I am forwarding it to the town clerk to be included into the public record.

Glenn Michel

Sent from my iPad

On Feb 1, 2016, at 5:12 AM, Share the Slate <info@sharetheslate.com> wrote:

Dear Mayor Glenn Michel,

As an organization representing winter recreationalists of all types, Share the Slate urges the town council to deny Silent Tracks and the Crested Butte Nordic Center's request to write a letter to the Forest Service supporting a "rush to judgment" regarding winter travel management.

- While a small but vocal minority likes to paint a somber picture of the situation on the ground, the truth is that most users support the compromises made by the Gang of Nine decision. Compare, for instance, Silent Tracks' Facebook page, which was eventually removed with a couple dozen likes versus Share the Slate's 500+ likes. Likewise, the voice of the Nordic Center, Keith Bauer, is not representative of many of its' members, including board members. >From dog walkers to fat bikers, backcountry skiers to snowmobilers, users of the valleys surrounding Crested Butte largely get along and will continue to do so under the framework of the Gang of Nine decision.
- Speaking of the Gang of Nine decision, changes have been made and can continue to be made to the basic framework. In 2005, for instance, additional regulations were added to the Washington Gulch drainage to address changes in user patterns.
- At a national level, policy directives have not yet been written regarding Over Snow Vehicle use following the ruling that requires winter travel management overview. We believe that discussions prior to the

establishment of these directives would not be the best use of our time. We need directives to guide decisions that will affect all of us.

- One of the goals that nearly every group agrees on is the need for more information regarding winter travel. Entities including the Forest Service, Silent Tracks, Western State students, Share the Slate and others are hoping to learn more about how the types of use that the area experiences. Without that information, speeding up the travel management process will only serve to produce poor decisions with no basis in facts.
- The Forest Service plan for future travel management is sound. The local forest service intends to look at every aspect of forest management in a holistic way, while taking public comments, over the upcoming years. Those discussions will shape forest service recommendations on everything from logging to conservation to travel management. As all of us who spend time outdoors doubtless recognize, everything is connected. Shouldn't our local forest service goals and winter travel management proposals reflect that fact? Why rush what can be a great plan for a poorly thought out and rushed one?
- Instead of focusing on a whole winter travel management plan reevaluation, we should start with smaller discussions, like the need for changes at trailheads, which are typically operated by the county.
- Finally, as one local business owner brought up at the recent town council meeting, winter can be a difficult time for businesses to survive financially. Why would the council support any efforts which could result in fewer visitors and locals spending money, whether on fat bikes, backcountry gear, or gas for snowmobiles?

For all the reasons outlined above, we see no reason for the town council of Crested Butte to write a letter to the forest service urging them to speed up the winter travel management plan review. Doing so will only facilitate a rushed and poorly thought out plan based on the whims of a small minority, rather than a comprehensive one based on facts, figures, and the desires of the majority of the community.

- Brittany & Frank Konsella

Representing Share the Slate

www.sharetheslate.com

info@sharetheslate.com



From: [Glenn Michel](#)
To: [Lynelle Stanford](#)
Subject: Fwd: Winter Travel Management
Date: Wednesday, February 10, 2016 8:26:07 AM

Include.

Glenn Michel

Sent from my iPad

Begin forwarded message:

From: info <info@sharethelate.com>
Date: February 10, 2016 at 1:27:29 AM MST
To: <info@sharethelate.com>, <glennmichel@crestedbutte-co.gov>, <walkerba@gmail.com>
Subject: Winter Travel Management
Reply-To: <jen@japanpowderconnection.com>

From: Jenny Veilleux
Subject: Winter Travel Management

Message Body:

Dear Crested Butte Town Council and Mayor Glenn Michel, I would like to urge the Town Council to deny recent requests by the Crested Butte Nordic Center and Silent Tracks to write a letter to the Forest Service supporting a “rush to judgment” regarding winter travel management for the following reasons: 1) Silent Tracks and the Nordic Center represent only a small minority. Their stance does not represent the voice of the greater Crested Butte Community 2) The current Gang of Nine Decision continues to be an effective winter travel management plan for our area. If needed, this plan can still be altered on a case by case basis, such as it was in 2005 to place restrictions on Washington Gulch. Altering the entire winter management plan is not needed at this time. 3) At a national level, policy directives have not yet been written regarding Over Snow Vehicle use following the ruling that requires winter travel management overview. These directives are needed to guide any winter travel management plan discussions. 4) More user data and community input should be collected before winter travel management plan discussions should begin so that decisions can be made with better community-wide input and information. 5) Redevelopment of a winter travel management plan should not happen before the more comprehensive forest-wide revision is complete. The Forest Service intends to complete this comprehensive revision in the next 3 to 4 years. Revision of the winter travel management plan by stakeholders before completion of this forest-wide revision is putting the cart before the horse. 6) Instead of focusing on altering winter travel in all areas, we should first address issues at the winter parking areas. These areas are typically managed by Gunnison County, not the National Forest. For all of these reasons, the Town Council should not write a letter to the National Forest encouraging them to take action on the winter travel

management plan in the Crested Butte area. Rather, the winter travel management plan should be re-evaluated in due time, after OSV directives are in place, after the Forest Service revisions have been complete, and after adequate data has been collected.

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This e-mail was sent from a contact form on Share the Slate
(<http://sharetheslate.com>)

From: [Glenn Michel](#)
To: singlefather451@yahoo.com; [Lynelle Stanford](#)
Subject: Re: Winter Travel Management
Date: Sunday, February 07, 2016 2:43:57 PM

Scott,

Thanks for the letter. I am forwarding it to the town clerk to be included in the public record.

Glenn Michel

Sent from my iPad

On Feb 6, 2016, at 9:22 AM, info <info@sharethelate.com> wrote:

From: Scott Schlegel
Subject: Winter Travel Management

Message Body:

Dear Crested Butte Town Council and Mayor Glenn Michel, I would like to urge the Town Council to deny recent requests by the Crested Butte Nordic Center and Silent Tracks to write a letter to the Forest Service supporting a “rush to judgment” regarding winter travel management for the following reasons: 1) Silent Tracks and the Nordic Center represent only a small minority. Their stance does not represent the voice of the greater Crested Butte Community 2) The current Gang of Nine Decision continues to be an effective winter travel management plan for our area. If needed, this plan can still be altered on a case by case basis, such as it was in 2005 to place restrictions on Washington Gulch. Altering the entire winter management plan is not needed at this time. 3) At a national level, policy directives have not yet been written regarding Over Snow Vehicle use following the ruling that requires winter travel management overview. These directives are needed to guide any winter travel management plan discussions. 4) More user data and community input should be collected before winter travel management plan discussions should begin so that decisions can be made with better community-wide input and information. 5) Redevelopment of a winter travel management plan should not happen before the more comprehensive forest-wide revision is complete. The Forest Service intends to complete this comprehensive revision in the next 3 to 4 years. Revision of the winter travel management plan by stakeholders before completion of this forest-wide revision is putting the cart before the horse. 6) Instead of focusing on altering winter travel in all areas, we should first address issues at the winter parking areas. These areas are typically managed by Gunnison County, not the National Forest. For all of these reasons, the Town Council should not write a letter to the National Forest encouraging them to take action on the winter travel management plan in the Crested Butte area. Rather, the winter travel management plan should be re-evaluated in due time, after OSV directives are in place, after the Forest Service revisions have been complete, and after adequate data has been collected.

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This e-mail was sent from a contact form on Share the Slate
(<http://sharetheslate.com>)

From: [Glenn Michel](#)
To: vschmalz@hotmail.com; [Lynelle Stanford](#)
Subject: Re: Winter Travel Management
Date: Sunday, February 07, 2016 3:10:43 PM

Valerie,

Thanks for your letter. I am forwarding it to the town clerk to be included into the public record.

Glenn Michel

Sent from my iPad

On Feb 4, 2016, at 8:51 PM, info <info@sharetheslate.com> wrote:

From: Valerie Schmalz
Subject: Winter Travel Management

Message Body:

Dear Crested Butte Town Council and Mayor Glenn Michel, I would like to urge the Town Council to deny recent requests by the Crested Butte Nordic Center and Silent Tracks to write a letter to the Forest Service supporting a “rush to judgment” regarding winter travel management for the following reasons: 1) Silent Tracks and the Nordic Center represent only a small minority. Their stance does not represent the voice of the greater Crested Butte Community 2) The current Gang of Nine Decision continues to be an effective winter travel management plan for our area. If needed, this plan can still be altered on a case by case basis, such as it was in 2005 to place restrictions on Washington Gulch. Altering the entire winter management plan is not needed at this time. 3) At a national level, policy directives have not yet been written regarding Over Snow Vehicle use following the ruling that requires winter travel management overview. These directives are needed to guide any winter travel management plan discussions. 4) More user data and community input should be collected before winter travel management plan discussions should begin so that decisions can be made with better community-wide input and information. 5) Redevelopment of a winter travel management plan should not happen before the more comprehensive forest-wide revision is complete. The Forest Service intends to complete this comprehensive revision in the next 3 to 4 years. Revision of the winter travel management plan by stakeholders before completion of this forest-wide revision is putting the cart before the horse. 6) Instead of focusing on altering winter travel in all areas, we should first address issues at the winter parking areas. These areas are typically managed by Gunnison County, not the National Forest. For all of these reasons, the Town Council should not write a letter to the National Forest encouraging them to take action on the winter travel management plan in the Crested Butte area. Rather, the winter travel management plan should be re-evaluated in due time, after OSV directives are in place, after the Forest Service revisions have been complete, and after adequate data has been collected.

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This e-mail was sent from a contact form on Share the Slate
(<http://sharetheslate.com>)

From: [Glenn Michel](#)
To: churante@gmail.com; [Lynelle Stanford](#)
Subject: Re: Winter Travel Management
Date: Sunday, February 07, 2016 3:08:50 PM

Hello Chris,

Thank for your letter. I am forwarding this to the town clerk to be included into the public record.

Glenn Michel

Sent from my iPad

On Feb 4, 2016, at 10:02 PM, info <info@sharetheslate.com> wrote:

From: Chris
Subject: Winter Travel Management

Message Body:

Dear Crested Butte Town Council and Mayor Glenn Michel, I would like to urge the Town Council to deny recent requests by the Crested Butte Nordic Center and Silent Tracks to write a letter to the Forest Service supporting a “rush to judgment” regarding winter travel management for the following reasons: 1) Silent Tracks and the Nordic Center represent only a small minority. Their stance does not represent the voice of the greater Crested Butte Community 2) The current Gang of Nine Decision continues to be an effective winter travel management plan for our area. If needed, this plan can still be altered on a case by case basis, such as it was in 2005 to place restrictions on Washington Gulch. Altering the entire winter management plan is not needed at this time. 3) At a national level, policy directives have not yet been written regarding Over Snow Vehicle use following the ruling that requires winter travel management overview. These directives are needed to guide any winter travel management plan discussions. 4) More user data and community input should be collected before winter travel management plan discussions should begin so that decisions can be made with better community-wide input and information. 5) Redevelopment of a winter travel management plan should not happen before the more comprehensive forest-wide revision is complete. The Forest Service intends to complete this comprehensive revision in the next 3 to 4 years. Revision of the winter travel management plan by stakeholders before completion of this forest-wide revision is putting the cart before the horse. 6) Instead of focusing on altering winter travel in all areas, we should first address issues at the winter parking areas. These areas are typically managed by Gunnison County, not the National Forest. For all of these reasons, the Town Council should not write a letter to the National Forest encouraging them to take action on the winter travel management plan in the Crested Butte area. Rather, the winter travel management plan should be re-evaluated in due time, after OSV directives are in place, after the Forest Service revisions have been complete, and after adequate data has been collected. Rock on.

--

This e-mail was sent from a contact form on Share the Slate
(<http://sharetheslate.com>)

From: [Glenn Michel](#)
To: jmunoz322@gmail.com; [Lynelle Stanford](#)
Subject: Re: Winter Travel Management
Date: Sunday, February 07, 2016 3:09:40 PM

Juan,

Thanks for your letter. I am forwarding it to the town clerk to be included into the public record.

Glenn Michel

Sent from my iPad

On Feb 4, 2016, at 10:25 PM, info <info@sharetheslate.com> wrote:

From: Juan munoz
Subject: Winter Travel Management

Message Body:

Dear Crested Butte Town Council and Mayor Glenn Michel, I would like to urge the Town Council to deny recent requests by the Crested Butte Nordic Center and Silent Tracks to write a letter to the Forest Service supporting a “rush to judgment” regarding winter travel management for the following reasons: 1) Silent Tracks and the Nordic Center represent only a small minority. Their stance does not represent the voice of the greater Crested Butte Community 2) The current Gang of Nine Decision continues to be an effective winter travel management plan for our area. If needed, this plan can still be altered on a case by case basis, such as it was in 2005 to place restrictions on Washington Gulch. Altering the entire winter management plan is not needed at this time. 3) At a national level, policy directives have not yet been written regarding Over Snow Vehicle use following the ruling that requires winter travel management overview. These directives are needed to guide any winter travel management plan discussions. 4) More user data and community input should be collected before winter travel management plan discussions should begin so that decisions can be made with better community-wide input and information. 5) Redevelopment of a winter travel management plan should not happen before the more comprehensive forest-wide revision is complete. The Forest Service intends to complete this comprehensive revision in the next 3 to 4 years. Revision of the winter travel management plan by stakeholders before completion of this forest-wide revision is putting the cart before the horse. 6) Instead of focusing on altering winter travel in all areas, we should first address issues at the winter parking areas. These areas are typically managed by Gunnison County, not the National Forest. For all of these reasons, the Town Council should not write a letter to the National Forest encouraging them to take action on the winter travel management plan in the Crested Butte area. Rather, the winter travel management plan should be re-evaluated in due time, after OSV directives are in place, after the Forest Service revisions have been complete, and after adequate data has been collected.

I learned how to snowmobile in this beautiful place please take this into

consideration thanks

--

This e-mail was sent from a contact form on Share the Slate
(<http://sharetheslate.com>)

From: [Maureen Hall](#)
To: [Lynelle Stanford](#)
Subject: Nordic Trails
Date: Saturday, February 06, 2016 4:03:02 PM

Lynelle,

Would you pass on the letter below, along with the attachments, to the Town Council. Much appreciated!

Maureen Hall

February 6, 2016

Dear Town Council,

You recently received a letter concerning the opening of more Nordic trails to walkers and dogs. In that letter, it stated: "Take a walk on the rec path to get a perspective on how obvious it is that walkers have almost no impact on the surface of a groomed track, other than light footprints." Now, please take a moment and look at the photos I have attached. These photos were taken a day after the Nordic Center groomed the rec path and, as you can clearly see, it is almost impossible to skate ski, not only because of the fat tire bike ruts, but the foot holes covering the groomed track. Keep in mind, the snow was not soft. It has been -10 to -20 for the last few nights. I am not advocating the elimination of foot traffic on the rec path, however foot traffic on any groomed Nordic trail is devastating and dangerous to skiers. Those of us who have paid for a Nordic pass appreciate the fine groomed trails that we, along with hundreds of tourists, enjoy. It would be a travesty to ruin this experience because a few folks want to walk their dogs on the Nordic tracks which pass-holders pay for. Also, the Nordic Center has worked diligently over the years to secure private property easements. To jeopardize these easements by asking these owners to open up their land for walkers and pets may very well put the Nordic trails in jeopardy.

Please allow the Crested Butte Nordic Center to do what they do best....provide a quality Nordic experience for hundreds of locals and tourists. Isn't it impressive that the 2016 Alley Loop had over 700 participants!

thanks,
Maureen Hall
PO Box 1306
Crested Butte, CO 81224

From: [Erika Vohman](#)
To: [Lynelle Stanford](#)
Subject: Fwd: Sixth Street Station Zoning
Date: Thursday, February 11, 2016 12:10:09 PM

PLEASE FORWARD TO COUNCIL THANKS!

Erika Vohman
Executive Director, Maya Nut Institute
"Finding balance between people, food and forests"
www.MayaNutInstitute.org
skype: erikavohman
tel: +1 (970) 275-4065

Sign up for our Newsletter by clicking here!

----- Forwarded message -----

From: <ryan@ryandickens.com>
Date: Thu, Feb 11, 2016 at 12:00 PM
Subject: Sixth Street Station Zoning
To: mayanut@gmail.com

Hi Erika,

A couple of weeks ago you posted asking for opinions on the rezoning on 6th for a hotel. In CB fashion, I am just getting around to a response. As an almost 15 year resident, and small business owner on Elk, I want to emphatically express my opposition to the rezoning. I find the suggestion of this disturbing and think the long term impacts will harm our community. While I survive on tourism dollars, and this hotel may help my business, I strongly feel the quality of life is diminishing here.

Thanks for your time!

Ryan Dickens and Kimbre Woods

From: [Glenn Michel](#)
To: [Marc Rubio](#); [Lynelle Stanford](#)
Subject: Re: Rezoning
Date: Tuesday, February 09, 2016 1:16:27 PM

Thanks Marc,

I am forwarding your letter to be included into the public record. I will also ask Lynelle to forward it to the BOZARmembers.

Sent from my iPhone

> On Feb 5, 2016, at 2:11 PM, Marc Rubio <marcrubio8@gmail.com> wrote:

>

> Hello Glenn,

>

> I just finished reading the article about the proposed rezoning for a new hotel in town. I appreciate your stance against the idea of rezoning the property. I grew up in Colorado and I am lucky enough to still call this place home. Crested Butte is the most unique ski/mountain town in Colorado, for that matter, the Western U.S.. Not only is the spirit of the town special, but the natural beauty of the valley is unparalleled. Those are reasons I keep coming back after 35 years. In fact, a few years ago I was fortunate enough to purchase some property in the valley and I am planning on moving there full time in the not too distant future. For some reason our culture believes development is progress and necessary for economic development. If people were to visit most European towns/villages in the Alps, they would see that simply isn't true. In fact, development can often lead to the decline of the quality and character of life if not approached very thoughtfully. People come from all over the world to visit the towns in the Alps and for good reason. They have preserved their way of life and the integrity of their values for centuries. Consequently, the towns remain quaint and ooze with charm...that's what drives the economy. People long for the authentic charm of the Alps much the way they do for the charm of Crested Butte. I love the villages in the Alps, but I'd take Crested Butte any day! Thank you for being a steward of the values and integrity of Crested Butte... I just wish the rest of the board were as thoughtful and conscientious as you. I'm very thankful you were elected mayor. Perhaps those with the belief that development in the form of new houses and hotels drives an economy should travel to Europe... they have a very different approach to development and it's worked quite well ... For a VERY long time! Thank you for taking the time to read this brief note.

>

> All the best,

>

> Marc Rubio

> 303-885-1541

>

> .

From: [Jessica Earley](#)
To: [Jafar Tabaian](#); [Glenn Michel](#); [R Mason](#); [J Schmidt](#); [Chris Ladoulis](#); [Paul Merck](#); [Erika Vohman](#); [Laura Mitchell](#)
Cc: [Lynelle Stanford](#); [Bob Gillie](#)
Subject: RE: Sixth Street Station/Crested Butte Hotel Zoning
Date: Wednesday, February 10, 2016 8:53:30 AM

Thank you Jafar, I will make sure that the BOZAR receives this as well.

Kindly,
Jessie

From: Jafar Tabaian [mailto:jtabaian@gmail.com]
Sent: Wednesday, February 10, 2016 8:52 AM
To: Jessica Earley <JEarley@crestedbutte-co.gov>; Glenn Michel <GlennMichel@crestedbutte-co.gov>; R Mason <RMason@crestedbutte-co.gov>; J Schmidt <JSchmidt@crestedbutte-co.gov>; Chris Ladoulis <CLadoulis@crestedbutte-co.gov>; Paul Merck <pmerck@crestedbutte-co.gov>; Erika Vohman <evohman@crestedbutte-co.gov>; Laura Mitchell <lmitchell@crestedbutte-co.gov>
Subject: Sixth Street Station/Crested Butte Hotel Zoning

Dear Crested Butte Town Council & BOZAR,

I am a resident of Crested Butte and I am writing to you in regards to the ongoing discussion about changing the zoning for Sixth Street Station/Crested Butte Hotel. My understanding is that the development team is seeking a change to the current zoning in order to make the project 'economically viable'. Economically viable is a bit of a vague term and is something that needs to be understood clearly before making a significant change to the town's zoning. Its worth noting that not being economically viable isn't the same as saying an investment or project will not be profitable, rather the economic parameters of a given project need to meet a certain threshold to be economically viable for a particular investor (or developer). These parameters could change from investor to investor and could change as other macroeconomic conditions ebb and flow. For example, the current zoning may provide for a hotel that could earn a 7% rate of return, whereas changing the zoning and building a larger hotel could earn a 14% rate of return. The larger hotel in this example is a much more economically viable solution than the first. Or, for example, an investor might require a rate of return of at least 10% for a project to be economically viable.

Why not ask the developers of Sixth Street Station/Crested Butte Hotel to provide the financial details for each of the two zoning alternatives so you can consider this information in your decision. The details being financial forecasts for the two alternatives with the standard economic metrics (Rate of Return, Net Present Value, Payback Period, etc.) which are used in investment evaluations, along with the underlying assumptions such as development costs and occupancy rates. Here is my point, it does not seem at all fair to change zoning in town so a specific developer can make more profit than they could under the current zoning. However, if the current zoning is preventing any kind of development because a smaller project simply can't make any profit then considering a change would make sense. I'm asking you to make a decision based on the best possible information and facts, not on a claim that additional square footage is necessary to make it 'economically viable.'

Thank you for taking the time to read this letter.

Sincerely,
Jafar Tabaian

To: Crested Butte Town Council – Glenn Michel, Mayor
Cc: BOZAR – Liz Sawyer, Chair

February 9, 2016

Subject: Opposing Rezoning to Accommodate 6th Street Station/Crested Butte Hotel

Dear Crested Butte Town Council and BOZAR Members,

We are writing to you to express our concerns with the direction the proposed 6th Street Station/Crested Butte Hotel rezoning request is taking and, if the request is approved, the far-reaching consequences it will have on the future of Crested Butte. In particular, we are troubled by the lack of rigor with which the Town Council has approached this potentially high impact request to rezone a large swath of land to accommodate the interests of a business, forsaking the essence of what Crested Butte is and stands for. There are many unanswered questions surrounding what the future ramifications of this rezoning might be on the scant remaining developable land in town, and the visual impacts this rezoning might incur on our major thoroughfare.

The Crested Butte Town Council recently heard the request from the developers of 6th Street Station to rezone the 4 blocks from Gothic Avenue to Butte Avenue on the west side of 6th Street from a 'mixed use' to 'tourist lodging' zoning. As you well know, this is a large piece of land, and represents roughly 25% of the remaining developable highway frontage in town. The developers are seeking your endorsement to significantly increase the density and massing of their proposed hotel site by 61% (moving from 0.62 to 1.0 FAR)! Removing this site from B-2 removes a substantial fraction of mixed-use developable land. What impact might this have on future mixed use, e.g. retail developments?

Specifically, the developers are asking the town to consider rezoning this large swath of land from B-2 to T zoning which would reduce the setbacks and enable them to vastly increase the footprint and size of an updated design. This new concept currently includes two massive 30,000+ square feet buildings, and two large block wide parking lots next to a residential neighborhood, which would, in effect, industrialize the look of our town's major thoroughfare to Mt. Crested Butte. To put it in stark perspective, collectively the buildings would be more than three times the size of the Anthracite Place (ca. 17,500 sf) and dwarf any other building or set of buildings in our entire town.

Such a massing of structures without setbacks does not integrate well with the surrounding neighborhoods, let alone the entire community. The rezoned hotel concept they are proposing is not "CB-scaled" nor is it esthetically in tune with the scale of what has been and might be built adjacent to it. The density allowed in the T zone is not only out of proportion with the structures in existence or likely to be built in the future in the adjacent residential neighborhood to the west, it is also out of proportion with the density of the commercial buildings across Sixth Street to the east.

The current B-2 zoning for this site preserves lower massing and the setbacks that would give the development a more open feeling and be compatible with its surrounding environs. To achieve a more desirable esthetic outcome having a "CB-scale", *the B-2 zoning should be retained.*

Further, the rationale behind the rezoning request is such that it is more financially viable for the developer compared to the existing approved conceptual design. The developers presented forward-looking tax/revenue generation figures from this new concept. Such forward-looking financial predictions should be taken with a grain of salt, especially in a tourist-based mountain town. As Yogi Berra said “It’s tough to make predictions, especially about the future”. The developers bought the property knowing it was zoned B-2 and should have done proper due diligence before their purchase. Neither the Town Council nor BOZAR should take the developers potential financial outcome into consideration. It is up to developers to know and understand the regulations and build within these guidelines, not to try to make huge financial gains by changing the zoning to suit their needs.

In the not too distant future, the Kapushion pasture between Gothic Avenue and Butte Avenue stretching from 6th Street up to 5th Street will be developed as residential properties; these will likely be the last in-town prime residential lots. Already, the homes in the neighborhood along Gothic Avenue and Butte Avenue that border the 6th Street development to the west are quite attractive, and represent a substantial investment in our town by the owners. Many of us bought and built with the understanding that the commercial lots along 6th Street were zoned B-2, which defined the density and massing that might occur upon the development of the site. For us and other homeowners, this rezoning is a rebuke to those who built in reliance on 6th Street development under B-2 zoning. None of us could foresee that the Town would alter this zoning in such a way as to result in such a set of massive structures and parking lots in our back yards, potentially drastically impacting property values, and potentially negatively impacting the value of the currently undeveloped residential lots in that part of town. None of us on the immediate adjacent lots would have bought these lots if we had known that this could occur so readily.

We are clearly opposed to changing the zoning of these lots from B-2 to Tourist. We are not opposed to a nicely designed hotel, which follows the B-2 zoning, or to the general development of Crested Butte. We, like you, are concerned about the massing of these proposed buildings, the Walmart style parking lots in our back yards, and the setbacks and what impact that such a development will have on the town as a whole. Rather than assuage the financial needs of property developers, we advocate for retaining the existing B-2 zoning with the intended massing on each of the four lots and setback requirements, which ultimately adequately addresses these issues. This decision would protect the interests of directly impacted neighborhoods and the esteemed values of our mountain town.

This rezoning request, if approved, will have far-reaching consequences and impacts upon our town that will span decades. It should not be taken lightly. You, the Town Council, should think long and hard about this request to rezone such a large piece of property along the major thoroughfare in Crested Butte that has such significant ramifications on our present and future as an attractive, small, personal mountain community.

Sincerely,

Kevin and Rosalie Ott, 509 Gothic Avenue Lots 23 & 22, Block 12; kevnott@gmail.com (point of contact).

Kirsten Atkins, 204 4th Street, Block 14, Lots 13-16

(continued next page)

Claudia and Kevin Byram, 422 Gothic Avenue, Saya Subdivision Lot 3
Kelly and Kelly Byram, Gothic Avenue, Saya Subdivision Lot 4
Jeff and Dana Delaney, 515 Gothic Avenue Lots 24 & 25, Block 12
Tina and Nettie Kapushion lots 6-9 Block 12, and lots 24-28, Block 1
Wayne Meredith and Tina Kapushion 531 Butte Avenue
Jean Keet, 404 Gothic Ave Part of Lots 9-12, Block 1
Marlo and John Pulliam, 501 Gothic Avenue, Lots 17-19, Block 12
Paula and Kurt Tjossem, 521 Gothic Avenue Lots 26 & 27, Block 12

**Sales Tax Totals
December**

	% of Total	2015	△ %	2014	△ %	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004
Bars & Restaurants	25%	76,861	1.7%	75,553	13.3%	66,672	59,502	62,570	52,756	52,104	50,918	59,782	56,462	49,275	45,133
Grocery Sales	12%	36,854	10.0%	33,496	4.6%	32,017	29,522	27,946	28,464	26,513	31,305	34,356	30,681	26,428	23,946
Retail	32%	98,903	0.3%	98,584	29.7%	75,998	70,385	74,423	68,592	63,318	67,532	76,794	77,065	77,234	73,943
Lodging	9%	26,159	-9.6%	28,922	29.8%	22,281	20,639	18,786	18,686	15,333	12,161	16,812	13,538	10,406	10,455
Construction, Auto & Hardware	10%	30,803	50.3%	20,489	20.2%	17,045	17,075	15,822	18,183	15,339	22,675	17,661	23,570	18,681	17,852
Services (telephone, car leases, etc...)	8%	23,751	-4.2%	24,791	30.0%	19,071	21,002	14,840	10,075	10,645	12,206	13,118	13,479	10,953	15,907
Other (Gas, Electric, etc...)	4%	13,202	-7.4%	14,250	1.6%	14,023	12,931	15,123	14,327	14,142	17,111	12,929	12,915	12,549	10,396
Total	100%	306,535	3.5%	296,085	19.8%	247,107	231,055	229,511	211,084	197,395	213,908	231,452	227,710	205,526	197,632

Year to date

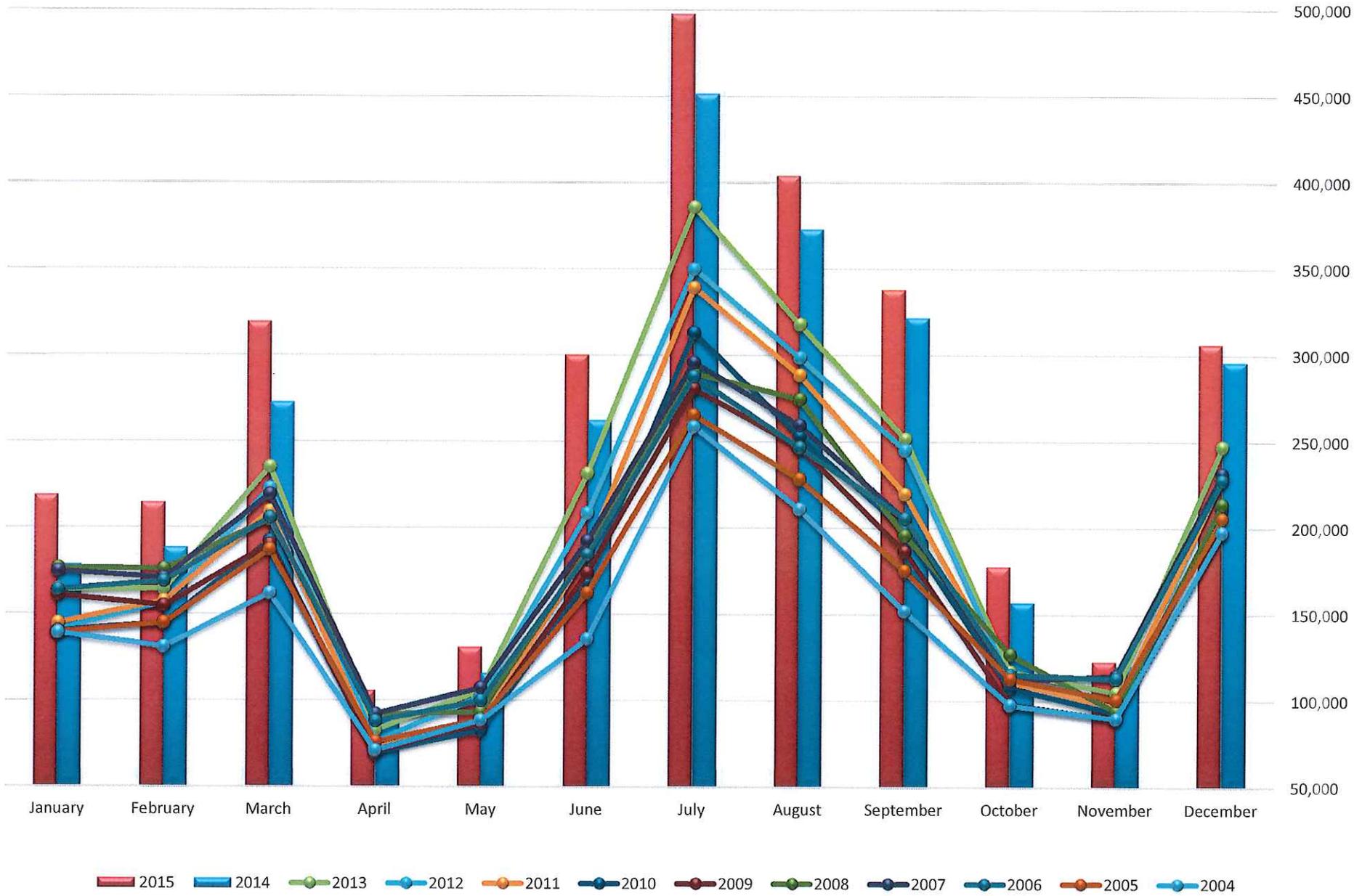
	% of Total	2015	△ %	2014	△ %	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004
Bars & Restaurants	31%	961,181	10.1%	872,824	17%	746,676	685,002	643,368	572,332	556,077	588,882	599,374	567,568	500,248	453,958
Grocery Sales	12%	362,146	7.9%	335,590	12%	300,795	275,812	270,583	256,937	264,864	310,166	303,475	272,593	245,876	226,756
Retail	30%	934,780	12.5%	830,678	21%	687,007	641,028	611,731	571,520	536,033	586,676	620,212	636,153	593,557	549,733
Lodging	9%	294,128	15.5%	254,571	20%	211,548	184,491	177,632	153,588	136,013	131,039	130,140	130,211	115,355	89,123
Construction, Auto & Hardware	9%	289,914	20.9%	239,800	16%	207,618	201,233	204,291	204,484	207,651	257,401	289,149	265,454	236,351	214,111
Services (telephone, car leases, etc...)	5%	159,270	3.1%	154,459	23%	125,971	125,530	102,735	89,483	101,690	110,219	118,242	111,930	94,231	109,433
Other (Gas, Electric, etc...)	4%	135,180	-3.8%	140,483	9%	129,257	124,182	132,269	127,515	134,437	140,588	115,539	123,102	101,512	91,241
Total	100%	3,136,599	10.9%	2,828,405	17.4%	2,408,871	2,237,278	2,142,608	1,975,860	1,936,765	2,124,971	2,176,131	2,107,011	1,887,131	1,734,355

**Sales Tax Totals
month/year**

	2015	Δ %	2014	Δ %	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004
January	218,747	22.5%	178,551	8.8%	164,184	140,874	144,719	140,101	160,880	176,523	174,827	163,832	139,350	138,994
February	214,516	13.9%	188,357	14.6%	164,402	156,639	157,612	144,899	154,777	176,016	170,840	168,818	144,990	131,003
March	319,307	17.1%	272,671	15.9%	235,215	222,821	209,508	192,397	190,312	204,826	219,530	205,882	187,240	162,014
April	105,814	16.3%	90,956	9.8%	82,841	75,955	72,536	69,893	70,535	92,042	92,237	88,071	76,076	71,121
May	130,937	13.1%	115,762	9.5%	105,719	102,728	86,876	82,799	86,761	93,502	107,435	99,837	88,914	88,658
June	300,276	14.5%	262,233	13.3%	231,505	208,541	186,343	168,318	173,948	186,660	192,340	184,335	162,259	135,688
July	497,527	10.2%	451,420	17.0%	385,817	349,992	339,212	313,088	280,628	289,756	295,911	287,881	265,411	258,666
August	404,099	8.3%	373,066	17.3%	318,141	298,802	288,719	253,153	247,169	274,770	259,652	246,720	228,415	211,080
September	338,117	5.1%	321,857	27.9%	251,738	245,166	219,774	199,118	186,503	195,685	205,286	205,599	175,397	151,921
October	177,772	13.2%	157,061	34.0%	117,220	111,921	111,103	107,695	98,120	127,093	111,956	115,367	112,837	97,726
November	122,952	2.1%	120,386	14.7%	104,983	92,783	96,695	93,314	89,737	94,189	114,666	112,958	100,716	89,852
December	306,535	3.5%	296,085	19.8%	247,107	231,055	229,511	211,084	197,395	213,908	231,452	227,710	205,526	197,632
Total	3,136,599	10.9%	2,828,405	17.4%	2,408,871	2,237,278	2,142,608	1,975,860	1,936,765	2,124,971	2,176,131	2,107,011	1,887,131	1,734,355

**** Bold numbers reflect highest sales tax for that period**

2004-2015 Total Sales Tax



March 7, 2016

Work Session

VHRs

Public Hearing

Ordinance No. 1, Series 2016 – loader purchase

New Business

Water Rights Report

Alley Snow Removal

1st Reading of Budget Amendment

March 21, 2016

Work Session

VHRs – Continued and/or possible regular agenda item

Future Work Session Items:

- Camping @ Town Ranch (allow? Not allow? Allow camping in other places?)
- BLM and OBJ Campground/Seasonal Housing Shortage (this could be combined with others – especially the Affordable Housing item at the bottom of this list)
- Perimeter Trail – Update, timelines, costs, what does this look like when finished
- Land Trust and Town Preservation Priorities – basically a joint planning/discussion with the CBLT (maybe in Exec Session if they would like) to confer on the priority parcels identified by the CBLT and the priorities of the Town (for planning future open space acquisitions). Maybe even a discussion about purchasing trail easements.
- Elk Avenue Rule Set re: Private Clubs – the whole “private clubs on Elk Avenue” concern that was raised when Irwin obtained a private liquor license for the Scarp Ridge Lodge.
- Affordable Housing/Density/Workforce – Blk 79/80
- Double Basements
- Sidewalk Seating Fee Discussion
- Drones