



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
Monday, May 18, 2015
Council Chambers, Crested Butte Town Hall

6:00 WORK SESSION

- 1) Recap and Discussion on Big Air on Elk Special Event.
- 2) Review of 2015 Council Priorities.

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

7:02 APPROVAL OF AGENDA

7:04 CONSENT AGENDA

- 1) Approval of May 4, 2015 Regular Town Council Meeting Minutes.
- 2) Approval of Resolution No. 6, Series 2015 – Resolutions of the Crested Butte Town Council Approving the Contract with the State of Colorado for the Benefit of the Department of Higher Education, History Colorado, the Colorado Historical Society for a Grant Award in Connection with Foundation Restoration for the Historic Denver and Rio Grande Railroad Depot Located at 716 Elk Avenue, Crested Butte, Block 61, Lots 7-12.
- 3) Approval of Special Event Application for 4th of July Consisting of a Parade on Elk Avenue from 8th Street to 1st Street and Food Vendors on 3rd Street at Elk Avenue.
- 4) Approval of Special Event Application and Special Event Liquor Permit for Ride the Rockies on Elk Avenue from 4th Street to 2nd Street on June 17, 2015.
- 5) Approval of Special Event Application for Bridges of the Butte 24-Hour Townie Tour with Basecamp Located in Town Park on the Basketball Court and Town Parking Lot June 27 and June 28, 2015.
- 6) Approval of Resolution No. 7, Series 2015 – Resolutions of the Crested Butte Town Council Approving the Services Contract with Becker Arena Products, Inc. for the Repair of the Dasher Board System and Components at Big Mine Ice Arena.
- 7) Approval of Resolution No. 8, Series 2015 - Resolutions of the Crested Butte Town Council Approving the Grant Agreement with the Upper Gunnison Water Conservation District to Pipe the McCormick Ditch from 6th Street to 7th Street.
- 8) Approval of Resolution No. 9, Series 2015 - Resolutions of the Crested Butte Town Council Approving the Grant Agreement with the State of Colorado, Department of Local Affairs for the Installation of Sewer and Water Infrastructure in Blocks 79 and 80, Town of Crested Butte.
- 9) Approval of 2014 Audit.
- 10) Approval of Resolution No. 10, Series 2015 - Resolutions of the Crested Butte Town Council Authorizing the Grant of a Revocable License to Academy Place LLC to Encroach into the Fifth Street Public Right of Way with an Awning Adjacent to the North 50 Feet of Lots 17-20, and the North 50 Feet of the West 20 Feet of Lot 21, Block 36, also Known as Tract, Academy Subdivision, Town of Crested Butte.
- 11) Approval of Resolution No. 11, Series 2015 - Resolutions of the Crested Butte Town Council Authorizing the Grant of a Revocable License to Academy Place LLC to Encroach into the Fifth Street Public Right of Way with a Sewer Pipe Adjacent to the North 50 Feet of Lots 17-20, and the North 50 Feet of the West 20 Feet of Lot 21, Block 36, also Known as Tract 1, Academy Subdivision, Town of Crested Butte.

7:06 PUBLIC COMMENT

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

7:10 STAFF UPDATES

7:20 NEW BUSINESS

- 1) Appointment of New Board of Zoning and Architectural Review Member David Russell.
- 2) Discussion and Possible Approval of Special Event Application and Special Event Liquor Permit for One World on Elk Avenue from Mid-200 Block to Mid-300 Block Including Alley to Alley on 3rd Street on July 4, 2015.
- 3) Discussion and Direction Regarding Milling and Paving Elk Avenue following Anheuser Busch's *Whatever USA* Major Special Event on September 5-7, 2014.
- 4) Update from Mike McBride, CEO GCEA, Regarding Electric Vehicle Charging Station.
- 5) Resolution No. 12, Series 2015 - Resolutions of the Crested Butte Town Council Approving the Lease Agreement with Gravity Groms LLC for the Big Mine Ice Arena.
- 6) Resolution No. 13, Series 2015 - Resolutions of the Crested Butte Town Council Approving the Lease Agreement with Gravity Groms LLC for 620 Second Street, Crested Butte.
- 7) Update and Discussion on the Skate Park Location.

10:00 LEGAL MATTERS

10:05 COUNCIL REPORTS AND COMMITTEE UPDATES

10:15 OTHER BUSINESS TO COME BEFORE THE COUNCIL

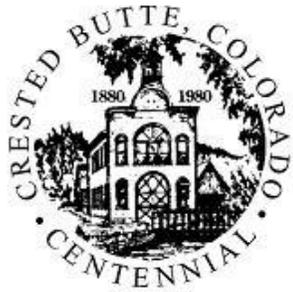
10:25 DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, June 1, 2015 – 6:00PM Work Session – 7:00PM Regular Council
- Monday, June 15, 2015 – 6:00PM Work Session – 7:00PM Regular Council
- Monday, July 6, 2015 – 6:00PM Work Session – 7:00PM Regular Council

10:30 EXECUTIVE SESSION

- (a) For the purpose of discussing the purchase, acquisition, lease, transfer, or sale of real, personal or other property interest under C.R.S. 24-6-402(4)(a).
- (b) 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 the proposed Slate River Annexation.

11:35 ADJOURNMENT



Staff Report

To: Mayor and Town Council
From: Todd Crossett, Town Manager
Subject: **Work Session: Review of Big Air 2015 Debrief**
Work Session: Review of Status of Council Priorities for 2015
Date: May 18, 2015

Background/Objectives:

Big Air on Elk: On April 2, following the 2015 Big Air on Elk event, staff and appropriate agency representatives held a debrief with Two Planks Productions, the organizers. The Council desires a recap of the debrief in order to discuss safety and logistical topics related to the event.

Review of status of council priorities: the council has established priorities for itself for year 2015. The objective of this work session is to review the status of these priorities and next steps as appropriate.

MINUTES
Town of Crested Butte
Regular Town Council Meeting
Monday, May 4, 2015
Council Chambers, Crested Butte Town Hall

Mayor Huckstep called the meeting to order at 7PM.

Council Members Present: Shaun Matusewicz, Roland Mason, Skip Berkshire, and Jim Schmidt

Staff Present: Town Manager Todd Crossett, Finance Director Lois Rozman, Public Works Director Rodney Due, and Town Planner Michael Yerman

Parks and Recreation Director Janna Hansen and Town Clerk Lynelle Stanford (for part of the meeting)

APPROVAL OF THE AGENDA

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

CONSENT AGENDA

- 1) Approval of April 20, 2015 Regular Town Council Meeting Minutes.**
- 2) Approval of April 27, 2015 Special Town Council Meeting Minutes.**
- 3) Approval of Special Event Application and Special Event Liquor Permit for CB Wine & Food Festival on July 25, 2015 at Big Mine Ice Arena.**
- 4) Approval of Special Event Application and Special Event Liquor Permit for Alpenglow Summer Concert Series on Mondays from June 29 to August 10, 2015 at Town Park.**
- 5) Approval of Special Event Application and Special Event Liquor Permit for Alpenglow on Elk on August 17, 2015 on Elk Avenue from 2nd Street to 3rd Street.**
- 6) Approval of Special Event Application for Crested Butte Farmers Market on Sundays from June 7 to October 4, 2015 on Elk Avenue from 1st Street to 2nd Street and Located at Crank's Plaza on August 2, 2015.**
- 7) Approval of Special Event Application and Special Event Liquor Permit for Big Mountain Enduro in Town Park from July 29 through August 3, 2015.**

8) Approval of Sidewalk Seating Applications for: Barmuda LTD DBA Talk of the Town Located at 230 Elk Avenue; Brick Oven LTD Located at 223 Elk Avenue; The Sunflower Located at 214 Elk Avenue; B & C Restaurants LLC DBA Elk Avenue Prime Located at 226 Elk Avenue; and 21 Elk Coffee House DBA The Secret Stash Located at 303 Elk Avenue.

9) Approval of Earth Day Proclamation 2015.

10) Approval to Authorize the Town of Crested Butte be Added to a Letter of Support for the Mountain Pact to the Department of the Interior.

11) Approval for the Town Manager to Sign 1) a Lease with Gravity Groms for Use of a Portion of the Big Mine Ice Arena and 2) a Lease with Gravity Groms for Use of the Nordic Center During the 2015 Summer Season.

Item numbers 7 (Approval of Special Event Application and Special Event Liquor Permit for Big Mountain Enduro in Town Park from July 29 through August 3, 2015) and 11 (Approval for the Town Manager to Sign 1) a Lease with Gravity Groms for Use of a Portion of the Big Mine Ice Arena and 2) a Lease with Gravity Groms for Use of the Nordic Center During the 2015 Summer Season) were removed from the Consent Agenda. Item number 5 (Approval of Special Event Application and Special Event Liquor Permit for Alpenglow on Elk on August 17, 2015 on Elk Avenue from 2nd Street to 3rd Street) was added as item 5 to New Business.

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

PUBLIC COMMENT

Allison Melton – Public Lands Director for High Country Conservation Advocates (HCCA)

- Mentioned a letter submitted by HCCA to the Gunnison County Commissioners concerning a coal carve-out in the North Fork area.
- Stated that mid-range elevation was an important habitat.
- HCCA supported an action that kept carbon in the ground and kept road less areas intact.
- Said it was an issue that had garnered attention nationally, and HCCA felt that people were looking at the County to see if they would take the right action.
- Told the Council they could choose to write a letter to the Forest Service, or they could let the County Commissioners know.
- Posed the question to the Council as to how to transfer from a boom to bust economy in order to diversify and be resilient.
- Asked the Council to again consider two options (letter to the Forest Service or notifying County Commissioners).

Doug Hudson - 29 Paradise Lane

- Said the 30 day deadline for special events included in policy was antiquated. He felt a 6 month deadline was much more reasonable.
- Suggested classifying events into major, minor, and productions.
- Looked forward to being on the Consent Agenda at the next meeting for Gravity Groms.

STAFF UPDATES

Janna Hansen

- Kyle Thomas, the new Rec Coordinator, started today.
- Mentioned the upcoming Big Mine Master Plan community work session from 4PM to 6PM tomorrow.
- The skate park was still closed. She stated there were signs, and there was red danger tape indicating it was closed. CIRSA said Town was covered from a liability standpoint. She added that the Marshals and Parks and Rec staff had been monitoring the skate park.
- Regarding the tennis courts, they were finishing up details to hopefully have them completed in July. Schmidt wondered about the courts themselves. Hansen said Renner was coming to replace the gates and to fix the fencing issues. She expounded that the temperature had to be above 40 degrees at night for them to surface the courts, and the work was weather dependent.
- Said they were ramping up for softball and little league programs.

Michael Yerman

- Trail season was right around the corner. National Trails Day was June 6, and they would be working on re-routes on the Lupine Trail. They would begin work on the new Gunsight Trail on June 13. In addition, work on Baxter's Gulch would be starting on July 6.
- Mentioned that they would develop a small trailhead area at Avalanche Park because they had issues with people parking overnight in the County parcel. They would also be placing signage at the request of homeowners.
- Wanted to talk specifically about the Red Lady intersection and how it related to pedestrians. He asked if the Council wanted state engineers from CDOT to come talk about the intersection as well, specifically to determine if they agreed with the traffic assessments. Huckstep said the Council would pick this topic up under Other Business.

Rodney Due

- Work would be starting on the Rec Path on Wednesday, as long as the weather held. It would be closed for two days, but they wanted to minimize the closure. They would start working at the bridge and progress towards Elk.
- Planned to slurry seal Elk the week of May 18. He would like to include fog coating if he could make it work with the budget.
- Schmidt questioned if they were putting gravel on the Deli Trail. Due said they had already prepped the path, but they were waiting on signatures from people in

Skyland. He expected the trail would be closed for at least a day or two while work was completed.

Lois Rozman

- Referred the Council to the sales tax numbers on their desks.
- Sales tax was up 9.7% for March, and it was up 13.4% for the year.
- The YTD total for marijuana sales tax was \$35,000, which represented about 4% of total sales tax.
- The equipment arrived last week to update the wifi access points.
- Was working on a trade out lease with Internet Colorado for locating equipment on Town property, in which the Town would gain a 20MG up-down connection.
- Schmidt asked, concerning March sales tax, if the 3% decrease seen with bars and restaurants was attributed to non-reporters. Rozman said that there were some non-reporters, but restaurants and bars appeared not to be up like the others. The Council wondered if the calculation for lodging included VRBO properties. Rozman answered, "Yes." She further explained the end of the quarter was March, and March tax payments included January and February.

Lynelle Stanford

- Stated there was interest expressed in a pedi cab business again, but the person who asked this time was different from the person who was investigating a pedi cab business this past winter. Schmidt mentioned it had been attempted before, and it did not last long.
- The Clerk's Office was working to organize the incoming special events. She hoped to have Big Mountain Enduro, 4th of July, One World, and Ride the Rockies on the next agenda.

Todd Crossett

- Once the finish date for the Rec Path extension was confirmed, he would like to do a ribbon cutting ceremony with both Councils.
- Said that it was springtime, and it seemed more intense than it had been with everyone finding a place to land for the summer. The contributing factors were not simplistic. The Town was doing all kinds of work trying to deal with it, including Blocks 79 and 80 and Anthracite Place. He felt there was a lot of anxiety in the community, and it was a bigger, valley-wide issue. He met with the County, Mt. Crested Butte, CBMR, and CB South, and they would like to have a town hall type of meeting. They would invite people regionally, and they considered May 28 at 6:30PM at the Center for the Arts. They would review what was going on and things that could be done in order to give people a sense of what was happening. Also, they would provide a venue for people to share their stories in a constructive and organized fashion. Berkshire wanted to hear what other communities were doing. For example, he wondered what Mt. Crested Butte was doing to replace Marcellina. Huckstep said the Council would pick the discussion up under Other Business. Schmidt added he would be gone on May 28.

NEW BUSINESS

1) Discussion and Possible Approval of AWE Fest Special Event Application on Sundays, June 14 to July 26 and August 9 to August 23 in the 10 Block of Elk Avenue.

Schmidt moved and Mason seconded a motion to approve the AWEfest special event application contingent upon an updated insurance policy being provided to the Town no later than June 8, 2015. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

2) Discussion and Possible Approval of Sidewalk Seating Application for Teocalli Tamale Company DBA Teocalli Tamale Located at 311 ½ Elk Avenue.

Mason wondered what the proposal for increased sidewalk space would do for congestion. Matuszewicz agreed and thought they might need to consider looking at sidewalk seating in a different way. He thought they needed to look at scaling back. Crossett confirmed the sidewalk would remain ADA compliant. He said to consider bikes and traffic, but they had to look at it from a policy standpoint. Mason asked for Staff to report on choke points and narrow sections; the Council knew upon putting in sidewalk seating that adjustments may be needed.

Schmidt moved and Berkshire seconded a motion to approve the Teocalli Tamale Company DBA Teocalli Tamale sidewalk seating application. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

3) Presentation by JVA and Discussion on the Public Works Facility Master Plan.

Kevin Tone and Joel Price, from JVA, were present at the meeting. It was explained that the master plan was funded by Cypress (the applicant for the proposed annexation) to evaluate possible impacts to the public works yard that an annexation might cause. The applicant for the annexation asked for space currently used by public works. Yerman stated that Town now had a plan that could be utilized for the next 20 years.

Tone began by defining the word, master plan, and he said it was important to note that a master plan was not design document. A master plan was an inventory of buildings, including their space and usability. Their goals were: to look at efficiencies of the current site, assess how Town's facilities and services could be accommodated with the annexation, and to assess how the master plan would accommodate the needs of Town well into the future. The process included: initial site assessment, programming workshop, preliminary plan submittal, and it incorporated evaluations of the Wastewater Treatment Plant and future needs. Tone showed the existing site plan, and he explained the most westerly portion was of most interest to Cypress.

Tone stated that 11.5 acres were currently under use. He said that the Parks and Rec Department was scattered everywhere. They had storage in many areas, and they were

sharing offices with Public Works in a major parking structure. He cited a real need to consolidate Parks and Rec into a central area. Also, Mountain Express's bus storage was spread out, and Public Works used the area a considerable amount. They identified significant under sizing of the Wastewater Treatment Plant. Tone described that the issue was the load, not the flow. Organics coming down the pipe were larger than the design. Town only had one place to do treatment, and a second oxidation ditch was rather important.

Price showed an area use matrix, and he went through each division. The divisions considered were: Wastewater Treatment Plant, Public Works, Mountain Express, Search and Rescue, Dog Pound, Impound Lot, and Parks and Rec.

Price stated that contained outdoor storage areas were the most efficient. They worked to get as much contained area as they could. For example, Parks and Rec would be losing outdoor storage but gaining indoor storage. Mountain Express would lose outdoor storage, but they would gain three times the indoor storage compared to what they had now. Public Works also gained indoor storage. The new plan allowed up to fifty vehicles in the impound lot. They proposed a one-way loop to enter the area on 8th Street and to exit onto Butte Avenue.

Schmidt asked how deep they would dig to account for snow storage. The answer was it would be a couple of feet. They would have to maintain drainage patterns, but they could re-grade to gain volume. Price said a lot of dirt work could happen. Yerman explained the plan illustrated 100% build out, and certain projects would be necessitated over time with incremental growth. He further explained they were looking at the big picture and how this area could be maximized.

Price showed a slide that described the cost breakdown by department, with the full build out estimated at \$9.1M. Tone said the majority of the cost to the Wastewater Treatment Plant was the oxidation ditch. There were aging headworks, causing odors to be generated there. There was also a question on one of the clarifiers because it was very shallow and an antiquated mechanism. The UV disinfection needed to be upgraded. With the development possibly in close proximity to the Wastewater Treatment Plant, the odor was an aspect to consider. The low-tech bio filter took up a lot of land area, but it was working well. Tone said they could only remove composting odor, described as being similar to ammonia, by completely enclosing the composting operations.

Mason asked, with improvements posed to the Wastewater Treatment Plant, how much the annexation was adding to the projections. Tone said it was not so much a matter of flow, but it was a matter of load that they were trying to address with the ditch. Schmidt questioned how much of the \$9M was caused by annexation. Tone felt that odor control and outfall were directly related to development's proximity to the Wastewater Treatment Plant. Price explained that the cost of Phase 1 was \$2M to \$2.5M. Phase 1 addressed the Wastewater Treatment Plant's critical capacity needs. Phase 1 addressed neither Search and Rescue nor Mountain Express.

Mason wondered if adding space to the west of 8th Street for Parks and Rec would encroach on a full sized soccer field. Yerman answered, "Yes." He said they considered locating the Parks and Recreation Department in that area because it allowed for efficiencies being located near a park. Mason asked how the park would be utilized. Yerman said the space allowed for U12 fields. Huckstep asked if the impound lot in the southeast corner posed a problem. Due said a tow truck could turn around. In addition, the impound lot in the southeast corner would not be filled first. Schmidt wondered if the buildings would be constructed with tin. Tone calculated \$125 per square foot to estimate costs. There would be spaces that would need interior work. Huckstep asked if there were any concerns about the exit off Butte Avenue looping back to 8th Street. Yerman said that with Blocks 79 and 80, they were considering completing that section of Butte Avenue now. Schmidt confirmed Butte Avenue would be a two-way street.

Yerman explained to the Council that this report went into the submittal (annexation) and was part of what the Planning Commission considered when they saw the subdivision application. Mason stated that representatives of Cypress had said they would contribute money for engineering the Wastewater Treatment Plant, and he asked what would happen if engineers came back with something different. Huckstep summarized and asked how they would reconcile different results from the engineering study. Yerman said that engineering was for the new work going into the ground. Mason wanted to make sure if engineering was done, it would work. Huckstep asked if they would anticipate any result from the state that would add infrastructure beyond what was presented. Tone said they thought Town would be good for a long ways out. He said the extra ditch would get Town there. Marcus Lock, attorney for the annexation applicant, suggested they think of creating a park, potential early childhood center, and possible affordable housing, instead of losing Public Works' land. Tone said (wastewater) operations have done a great job. He was looking at what the system was designed to accommodate, and they were on the edge of seeing loading beyond what plant could biologically handle.

Schmidt questioned the covered storage for the busses, and he wondered if a flat roof could carry snow load. Tone said it would be a pitched roof. Schmidt reminded the Council they saw the pole barn structure collapse a few years ago. Tone said there was volatility in the numbers, and they could have very different numbers in five years. Huckstep said the intent was to get into the ballpark. Mason said Mountain Express had been getting new busses. The idea was to trim the fleet down and have new busses running with more functioning busses. Schmidt asked Due how he felt about snow plowing throughout. Due said it would work with the efficiencies gained.

4) Update and Discussion Relevant to Alternative Skate Park Locations.

Hansen explained that Staff was directed by Council to consider possible skate park locations near Rainbow Park. Hansen listed attributes that made this a potentially desired location. She further explained that GOCO indicated there was no negative impact on the master plan grant funding if the skate park moved from Big Mine Park. Hansen referred to the lot oriented the furthest north in Block 76 and the most proximate location to Rainbow Park. The utility locates were favorable, and the skate park would be consistent

with its current location in an existing park. It would also be across the street from existing homes. However, it was a relatively small space with little room for a buffer between the park and adjacent housing to the east. They would lose one affordable housing lot. Yerman added that the site was the smallest of all the options. Berkshire said they would exceed the current amount of space. Huckstep said the Council would have a tough time giving up an affordable housing lot for a skate park. He said an objective would be to understand the constraints and work within the confines without giving up an affordable lot. Yerman said they could look at reconfiguring Blocks 79 and 80 to gain added affordable housing density. Town could rework at this time since they were putting in service lines. Schmidt asked if they had considered affordable housing near Big Mine at the very west end of Beckwith. He could see a duplex there, and it dispersed affordable housing. Berkshire quipped that giving up an affordable housing lot didn't mean they were doing a bad job throughout Town. He felt Town was hitting it out of the park with doing what they could for affordable housing. Matuszewicz would not consider losing an affordable housing lot. Mason asked Matuszewicz if it would be sufficient if Yerman could maintain the density. Matuszewicz stated that the real issue was no location was ideal. He said all skate parks he had seen had been in industrial areas and none were in residential areas. Crossett mentioned one advantage of the skate park near the park was there was a lot of traffic and eyes on it. He felt that putting it near homes also had the advantage of being near people.

Huckstep asked the Council if either Option B (8th Street Greenway; Block 68) or C (8th Street Greenway; Block 67) was a good option. Berkshire could see a long stretched out park, but he really wanted to buffer homes adjacent to the east. Mason said that homeowners probably didn't envision a skate park in that area. He said they could landscape, so it wouldn't be completely concrete. Huckstep confirmed with Due that Options B and C would cause snow storage areas to be lost. The Council discussed that 8th Street residents were promised the area would remain green space.

Yerman recognized the fundamental issue was they could not have the skate park and sledding hill together. He said that Staff looked at a cover for the skate park in order to use the same area as run out for the sledding hill. Schmidt thought it was worthwhile to look at, and he thought Team Pain could take a shot at it. Hansen added that neither Team Pain nor Mundus Bishop had heard of that before. Furthermore, Hansen said a cover could be cost prohibitive. Crossett said there was not a silver bullet. If they nixed the sled hill, they nixed the liability, but Crested Butte was a mountain town. If it was a great sled hill, then the skate park needed to be moved.

Matuszewicz suggested that in conjunction to the dirt jump park, they developed more of a gravity park. There could be a separate area of Town for that type of activity. He further wondered if Town needed another soccer field in the proposed annexation. Hansen said they were balancing needs. Yerman did not want to put expectations on the annexation. He spoke to the future dirt jump location (gravel pit area near the school), and he said there were low quality wetlands they were working around. He also said they would tie up the last large buildable site in Town that could be potentially used for a school expansion. Also, it was the last site for any type of large structure.

Schmidt asked if they had considered locating the sledding hill at the west end of Big Mine Park. Hansen did not feel it was a large enough space, it was surrounded by private property, and it was used snow storage. Mason suggested the area in Town Park near Pitsker Field where the volleyball court was located, from 7th Street, to the horseshoe pits. Huckstep said they could then relocate volleyball and horseshoes to the run out of the sledding hill. Crossett agreed that if both utilities and space worked, it could be a good idea. Mason thought the community along 7th Street might not have as much push back as they would on 8th Street. Schmidt agreed there would be push back from residents along 8th Street. Due reminded the Council they could not build on top of sewer lines. Hansen said the ultimate decision was if Council wanted the skate park to stay at Big Mine. Huckstep summarized that there was serious hesitation from Council to move the skate park to Options A, B, or C because each one came with serious detriments. He said that if they couldn't put the skate park in Town Park, then the Council should revisit the topic.

5) Discussion and Possible Approval of Special Event Application and Special Event Liquor Permit for Alpenglow on Elk on August 17, 2015 on Elk Avenue from 2nd Street to 3rd Street.

Schmidt was concerned about the fencing proposed for the perimeter of the event and the liquor boundaries and whether they should use the common consumption district. Mason referenced the feel of the concert at Whatever USA with the stage and people filling in, and he thought that event was well received because people could still move in and out. Crossett said the fencing was meant to keep people from walking around with beer from the beer garden. Mason questioned if the businesses had been notified of the proposal. Schmidt agreed, and said he was thinking of the business owners. Berkshire said having it open created a perfect vibe. Huckstep said that the Center for Arts staff knew the common consumption area existed. Belkin added that the association needed to come before the Council. Huckstep didn't necessarily think the wherewithal was there. Huckstep confirmed the purpose of the fence was to make sure people didn't walk into retail stores with beer. He wondered if they could do it without fencing. Belkin said the liquor permit required some sort of containment. Huckstep was comfortable with deleting the fence. Berkshire confirmed that was how Alpenglow functioned. Belkin asked the Council, that if the law allowed it, if they would want to get rid of the fence. Berkshire didn't want a fence in front of every door on every block. He suggested fences across 2nd Street, 3rd Street, and across the Post Office parking lot. Huckstep said the Council could approve without the fences. He also said Staff could contact Joel Lewis from the Talk of the Town to check if the association for the common consumption district wanted to participate. Mason said they could get input back from Jenny Birnie from the Center for the Arts. Crossett said it could be back on the agenda for May 18. It was clear what Council wanted to accomplish, and they could come back with better options. No action was taken.

LEGAL MATTERS

None

COUNCIL REPORTS AND COMMITTEE UPDATES

Jim Schmidt

- The Gunnison County Land Preservation Board considered three proposals: 1) Property up Ohio Creek in the Wilderness Streams area, 110 acres for \$65,000; 2) Walt Cranor's ranch, 620 acres, which were a complete donation; 3) Trampe proposal. The Board okayed all three.
- Reported a large rockslide on the other side of Devil's Punch Bowl that basically shut down the road.

Shaun Matuszewicz

- Mentioned there was a Center for Arts special board meeting tomorrow.

Aaron Huckstep

- Attended RTA meeting last Friday.
- They were working on next winter's air program.
- Ridership on RTA busses was up.
- They were working on continuing the late night bus into summer.
- Alpine Express was awarded the RTA contract.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

Schmidt reported he would be absent from the meeting on June 1. Huckstep would also be absent from the meeting. Schmidt wondered if anyone else would also be absent. The Council agreed to check calendars. Mason said the board would vote on May 18 to determine who would act as mayor pro tem.

Matuszewicz mentioned the Council needed to discuss affordable housing and the HCCA letter mentioned during Public Comment, and he reminded them of electronics recycling on May 16.

Speaking to affordable housing, Matuszewicz felt that one of the best and easiest methods was to hire someone to knock on accessory dwellings and see who's living there. He felt that if they captured five or ten units there could be a release valve, and Town and didn't need to spend a lot of money. Mason wondered what the "teeth" would be to this method. Huckstep said homeowners agreed to rent to locals. There was no limit set on the amount they could charge for rent. Matuszewicz countered that a number of homeowners may not even know. Real estate agents often don't tell them when a property is sold. Crossett said he could talk to Gillie. Huckstep reiterated the problem of the lack of teeth and that Town could not control the rent. Mason agreed with Matuszewicz that a lot of homeowners might not know. Schmidt thought it was worthwhile, too.

Next, the Council discussed HCCA's request for some type of action related to the letter they sent to the County Commissioners. Huckstep imagined their biggest concern was budget. Crossett said jobs and sending the message were their concerns. Berkshire felt the best they could do was write a letter to the Forest Service. He pointed out the Council approved a letter for the Mountain Pact. He wanted more information before signing, and it was not clear what HCCA was requesting. No action was taken.

The Council moved on to discuss CDOT and if they wanted them to come to discuss the Red Lady and Hwy 135 intersection. Yerman said there were two topics: 1) realigning 7th Street and 2) if traffic projections dictated the need to spend money on the intersection. Yerman explained that ultimately any design would have to go through CDOT regardless. Schmidt cited the only problem was that the state seemed to focus on cars and did not focus on pedestrians. Yerman assured the Council that the state would not come out and do improvements tomorrow; an IGA would be in place to do any type of improvements. Schmidt and Matuszewicz had no objections to CDOT coming. Berkshire deferred to Yerman's judgment. Mason was also okay with it.

Crossett said Staff went through a review process on Big Air on Elk. He asked if Council wanted to look at it as well. Huckstep said if Town was going to make changes, it would be best to do it sooner rather than later. Mason suggested it had become too crowded, and he thought they should consider a venue with more space.

Huckstep mentioned a substantial opportunity he had, and he wondered if Council had any concerns with him missing two meeting in June. No one voiced any concerns.

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, May 18, 2015 – 6:00PM Work Session – 7:00PM Regular Council
- Monday, June 1, 2015 – 6:00PM Work Session – 7:00PM Regular Council
- Monday, June 15, 2015 – 6:00PM Work Session – 7:00PM Regular Council

EXECUTIVE SESSION

Schmidt moved and Mason seconded a motion to go into Executive Session to discuss the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under C.R.S. Section 24-6-402(4)(a). A roll call vote was taken with all voting, "Yes."

Motion passed unanimously.

Council went into Executive Session at 10:10PM. Council returned to open meeting at 10:48PM. Mayor Huckstep made the required announcement upon returning to the open meeting.

ADJOURNMENT

Mayor Huckstep adjourned the meeting at 10:50PM.

Aaron Huckstep, Mayor

Lynelle Stanford, Town Clerk (SEAL)



Staff Report

May 18, 2015

To: Mayor and Town Council
Thru: Todd Crossett, Town Manager
From: Molly Minneman
Subject: Resolution No. 6, Series 2015 for the Approval of the State Historical Grant contract for foundation rehabilitation work on Historic Train Depot

SUMMARY

The Town of Crested Butte was awarded a grant in the amount of \$182,165 from the Colorado Historical Society's State Historical Fund. The grant will be used for the foundation work required for the Denver and Rio Grande Railroad Depot located at 716 Elk Avenue. The Depot is a Town owned building. The attached contract is provided for the Council's approval.

RECOMMENDATION:

Recommend approval of Resolution No. 6, Series 2015, for the contract between the State of Colorado for the use and benefit of the Department of Higher Education, History Colorado, the Colorado Historical Society and the Town of Crested Butte for the Grant award of \$182,165 for the foundation restoration of the historic Denver and Rio Grande Railroad Depot located at 716 Elk Avenue.

RESOLUTION NO. 6

SERIES 2014

RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE CONTRACT WITH THE STATE OF COLORADO FOR THE DEPARTMENT OF HIGHER EDUCATION, HISTORY COLORADO, THE COLORADO HISTORICAL SOCIETY FOR A GRANT AWARD IN CONNECTION WITH THE FOUNDATION RESTORATION FOR THE HISTORIC DENVER AND RIO GRAND RAILROAD DEPOT LOCATED AT BLOCK 61, LOTS 7-12, 716 ELK AVENUE, CRESTED BUTTE

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

WHEREAS, the State of Colorado (the “**State**”) has available funds for the rehabilitation of historic transportation buildings;

WHEREAS, the State is responsible for the disbursement of such funds;

WHEREAS, the Town wishes to obtain such funds from the State for the purpose of rehabilitating the historic Denver and Rio Grande Railroad Depot (the “**Depot**”), and in particular the restoration of the foundation thereof, and has filed an application with the State for such purpose;

WHEREAS, the State has proposed a contract with the Town in order to provide such funds to the Town for such Depot rehabilitation efforts;

WHEREAS, the Town Council desires to accept such funds from the State for the rehabilitation of the Depot pursuant to the terms and conditions of the contract; and

WHEREAS, the Town Council finds that it is in the best interests of the health, safety and general welfare of the citizens and visitors of the Crested Butte to adopt and execute the contract referenced herein.

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

1. **Findings.** The Town Council hereby finds that entering into a contract with the State of Colorado for the purposes of funding the rehabilitation, repair and restoration of the Depot (the “**Project**”), and in particular the Depot’s foundation structure, is in the best interest of the Town.

2. **Approval; Authorization of Town Manager.** Based on the foregoing, the Town Council hereby approves the Contract (#2015-02-030) with the State in substantially the same form as attached hereto as **Exhibit "A."** The Town Manager is hereby authorized to execute said Contract.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS ____ DAY OF _____, 2015.

TOWN OF CRESTED BUTTE

By: _____
Aaron J. Huckstep, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

Contract (#2015-02-030)

[attach here]

| |
|---|
| Department or Agency Name |
| History Colorado, the Colorado Historical Society |
| Department or Agency Number |
| GCA |
| Routing Number |
| APPROVED WAIVER FORM #37-E/ESMT |

CONTRACT #2015-02-030

THIS CONTRACT, Made this _____ day of _____, _____, by and between the State of Colorado for the use and benefit of the Department of Higher Education, History Colorado, the Colorado Historical Society, 1200 Broadway, Denver, Colorado 80203, hereinafter referred to as the State and/or History Colorado, and the Town of Crested Butte, PO Box 39, Crested Butte, Colorado 81224, hereinafter referred to as the "Contractor",

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for encumbering and subsequent payment of this Contract under Encumbrance Number _____ in Fund Number 401, Appropriation Account 401 and Organization SHFG; and

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, Article 12-47.1-1201 of the Colorado Revised Statutes and Subsection (5) (b) (III) of Section 9 of Article XVIII of the state constitution, provide for the annual distribution of monies from the State Historical Fund; and

WHEREAS, the Contractor is eligible in accordance with law to receive a State Historical Fund preservation grant award for acquisition and development projects with cumulative grant awards of \$50,000 and over; and

WHEREAS, this Contract (hereinafter "Contract" or "Agreement") sets forth the Scope of Work, Budget and List of Submittals, hereinafter referred to as the "Project"; and

WHEREAS, the Contractor is a public entity and the owner in fee simple of certain real property in Gunnison County, Colorado, which property has been listed in the National Register of Historic Places as the Crested Butte Denver & Rio Grande Railroad Depot-Denver & Rio Grande Railroad Stationhouse-High Country Citizens' Alliance located at 716 Elk Avenue, Crested Butte, CO , hereinafter referred to as the "Property," and which Property is more particularly described as follows:

LOTS 7-12 BLK 61 CRESTED BUTTE #552086

NOW THEREFORE, it is hereby agreed that:

1. The Contractor shall use funds subject to this Contract in support of **Project #2015-02-030 "Foundation Restoration"** in accordance with the *Scope of Work* attached hereto as Exhibit A, including all applicable plans and specifications developed prior to or during the contract period, which are hereby made a part of this Contract by reference.
2. **APPLICABLE STANDARDS:** The Contractor agrees that it will perform the activities and produce the deliverables listed in Exhibit C in accordance with the pertinent sections of the applicable Secretary of the Interior's *Standards for Archaeology and Historic Preservation*. Contractor shall perform any and all survey activities and submittals in accordance with the Survey Manual and How to Complete Colorado Cultural Resource Inventory Forms, Volumes I and II, June 1998 (Revised December 2001) for any and all survey activities and projects (copies of which are available through History Colorado).
3. **RIGHT OF USE:** All copyrightable materials and/or submittals developed or produced under this contract are subject to a royalty-free, nonexclusive, and irrevocable license to History Colorado to reproduce, publish, display, perform, prepare derivative works or otherwise use, and authorize others to reproduce, publish, display, perform, prepare derivative works, or otherwise use, the work or works for History Colorado and/or State Historical Fund purposes.
4. **CONTRACT EFFECTIVE DATE:** The term of this Contract shall be from **June 1, 2015 through June 1, 2017.**

The performance of the work must be commenced within sixty (60) days of the Contract beginning date unless a longer period is approved in writing by the State Historical Fund Administrator. The performance of the work *must* be completed no later than **thirty (30) days prior to the Contract ending date.**
5. **COMPENSATION AND METHOD OF PAYMENT:** In consideration of the project described in Exhibit A and subject to on time delivery of completion of the milestones contained in the *List of Submittals* set forth in Exhibit C, the State shall pay to the Contractor a grant not to exceed **one hundred eighty-two thousand one hundred sixty-five dollars (\$182,165.00).**

Unless otherwise specified in Exhibit C, the State shall advance forty-percent (40%) of the total grant amount, less Easement costs if applicable, upon proper execution of this contract and upon submission of a SHF Payment Request, fifty-percent (50%) will be paid to the Contractor upon submission and approval of the Interim *SHF Financial Report*. The remaining ten-percent (10%) of the grant amount shall be paid following Contractor's submission and the State's approval of the *Final SHF Financial Report* and *SHF Payment Request Form (Attachments 1 and 2)*. All payments are subject to the satisfactory completion of milestones described in Exhibit C and submission by Contractor of either documented proof or certification of expenditures with each financial report.

Expenditures incurred by the Contractor prior to execution of this Contract are not eligible expenditures for State reimbursement. If the Project involves matching funds the SHF may allow prior expenditures in furtherance of the *Scope of Work* to be counted as part of such matching funds.

6. EASEMENT: If required, in the sole discretion of the State, the provisions in the following paragraph are hereby incorporated into this agreement:

Easement Required: _____ Yes **X** No

_____ Initials/State

_____ Initials/Grantee

_____ Initials/Property Owner

- a. Grantee shall place or cause to be placed on the property title a perpetual easement, which easement shall be transferred to an organization qualified to hold easements of this kind under Section 170(h)(3) of the Internal Revenue Code and Internal Revenue Service Regulations, Section 1.170A-14(c).
- b. The easement shall, at a minimum, prohibit any alteration of the premises, which would affect the exterior appearance of the property unless first authorized by the easement holding organization with appropriate exceptions to permit routine maintenance. Other necessary language shall protect the interests of the easement holding organization in the event of damage to the property, and shall further require that the easement be transferred to a similar organization in the event that the selected organization becomes unable for any reason to perform its obligations pursuant to the easement agreement.
- c. Grantee agrees that the easement form and any associated costs shall be subject to the approval of the State.
- d. Subsequent to its transfer, this easement shall remain in place in accordance with the terms of the easement agreement, and no action taken by the State to recapture all or any portion of the grant award pursuant to paragraph 19 shall affect the status of the easement.
7. ACCOUNTING: At all times from the effective date of this Contract until completion of this Project, the Contractor shall maintain properly segregated books of State funds, matching funds, and other funds associated with this Project. All receipts and expenditures associated with said Project shall be documented in a detailed and specific manner, and shall accord with the *Budget* set forth in Exhibit B. Contractor may adjust budgeted expenditure amounts up to ten percent (10%) within said Budget without approval of the State and document the adjustments in the next financial report. Adjustments of budget expenditure amounts in excess of ten percent (10%) must be authorized by the State. In no event shall the State's total financial obligation exceed the amount shown in Paragraph 5 above. **Interest earned on funds advanced by the State shall be applied to eligible project expenditures, and will be deducted from the final payment.**
8. AUDIT: The State or its authorized representative shall have the right to inspect, examine, and audit Contractor's records, books, and accounts, including the right to hire an independent Certified Public Accountant of the State's choosing and at the State's expense to do so. Such discretionary audit may be called for at any time and for any reason from the effective date of this Contract until three (3) years after the date final payment for this Project is received by the Contractor provided that the audit is performed at a time convenient to the Contractor and during regular business hours.
9. PARTIES RELATIONSHIP: CONTRACTOR IS A GRANTEE AND NOT AN EMPLOYEE OR AGENT OF THE STATE. CONTRACTOR SHALL HAVE NO AUTHORITY, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS OR UNDERSTANDINGS WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STATE. THE CONTRACTOR REPRESENTS THAT IT HAS OR SHALL SECURE AT ITS OWN EXPENSE ALL PERSONNEL BY THE CONTRACTOR UNDER THIS CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING WORKMEN'S COMPENSATION COVERAGE AND UNEMPLOYMENT COMPENSATION COVERAGE FOR ALL OF ITS EMPLOYEES TO THE EXTENT REQUIRED BY LAW, AND FOR ENSURING THAT ALL SUBCONTRACTORS MAINTAIN SUCH INSURANCE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX WITHHOLDING. ALL OF THE SERVICES REQUIRED HEREUNDER SHALL BE PERFORMED BY THE CONTRACTOR OR UNDER ITS SUPERVISION.
10. REPRESENTATIVES AND NOTICES: All notices required to be given by the parties hereunder shall be given by certified or registered mail to the individuals at the addresses set forth below, who are also the designated representatives for the project. Any party may from time to time designate in writing substitute addresses or persons to whom such notices shall be sent.

To the State:

Steve W. Turner
Vice President OAHIP and SHF/Deputy SHPO
History Colorado
1200 Broadway
Denver, Colorado 80203

To the Contractor:

Ms. Molly Minneman
Historic Preservation Coordinator
Town of Crested Butte
507 Maroon Avenue
Crested Butte, Colorado 81224

11. **ADA COMPLIANCE:** The Contractor assures the State that at all times during the performance of this contract no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance the State relies. Further, all real property improvements shall conform to applicable ADA requirements.
12. **DISSEMINATION OF ARCHAEOLOGICAL SITE LOCATIONS:** Contractor agrees to provide History Colorado with copies of any archaeological surveys developed during the course of, or under a project financed either wholly or in part by History Colorado. Contractor agrees to otherwise restrict access to such archaeological surveys, as well as access to any other information concerning the nature and location of archaeological resources, in strict accordance with the provisions of History Colorado-Office of Archaeology and Historic Preservation, Dissemination of Cultural Resource; Policy and Procedures, adopted October 1991 (Revised Nov. 2002), a copy of which is available from History Colorado.
13. **REPORTS:** Contractor shall deliver project progress reports to the State every six (6) months during the project which document the progress of the Project, and *SHF Financial Reports* (Attachment 1) as described and at the times in the *List of Submittals* (Exhibit C).
14. **MATCHING FUNDS:** Contractor agrees to make available the necessary funds to complete the Project and provide matching funds, if applicable, in accordance with the Project Budget as set forth in Exhibit B. In the event that said matching funds become unavailable, the State may, in its sole discretion, reduce its total funding commitment to the Project in proportion to the reduction in matching funds.

If the total funding set forth in the Project Budget is not expended on completion of the Project, the State may reduce its pro-rata share of the unexpended budget.

15. **CONSULTANTS/SITE VISITS:** The State may:
 - a. Review any project planning documents and methods for conformity with the applicable standards, manuals, and guidelines;
 - b. Make site visits as determined necessary by the State before, during and/or at the conclusion of the Project to provide on-site technical advice and to monitor progress.

Any exercise of the State's rights under this Paragraph 15 shall not relieve the Contractor of any of its Contract obligations.

16. **PUBLIC ACKNOWLEDGMENT OF FUNDING SOURCE:** In all publications and similar materials funded under this Contract, a credit line shall be included that reads: "This project is/was paid for in part by a History Colorado - State Historical Fund grant." In addition, History Colorado reserves the right to require that the following sentence be included in any publication or similar material funded through this program: "The contents and opinions contained herein do not necessarily reflect the views or policies of History Colorado".
17. **PRESERVATION OF PROPERTY:** The Contractor hereby agrees to the following for a period of twenty (20) years commencing on the date of this Agreement.
 - a. Without the express written permission of History Colorado, no construction, alteration, movement, relocation or remodeling or any other activity shall be undertaken or permitted to be undertaken on the Property which would alter the architectural appearance of the Property, adversely affect the structural soundness of the Property, or encroach on the open land area on the Property; provided, however, that the reconstruction, repair, or restoration of the Property, damage to which has resulted from casualty loss, deterioration, or wear and tear, shall be permitted subject to the prior written approval of History Colorado, provided that such reconstruction, repair, or restoration is performed according to the Secretary of the Interior's Standards for the Treatment of Historic Properties and the Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings, issued and as may from time to time be amended by the U.S. Secretary of the Interior, hereinafter collectively referred to as the "Standards". In all events, the Contractor further agrees at all times to maintain the Property in a good and sound state of repair and to maintain the Property according to the Standards so as to prevent deterioration of the Property.
 - b. In the event of severe damage or total destruction to the Property (defined, for the purpose of this Agreement, as sudden damage or loss caused by fire, earthquake, inclement weather, acts of the public enemy, riot or other similar casualty) not due to the fault of the Contractor this Agreement shall terminate as of the date of such damage or destruction.

- c. History Colorado, or a duly appointed representative of History Colorado, shall be permitted to inspect the Property at all reasonable times in order to ascertain if the above conditions are being observed.
 - d. Within sixty (60) days prior to completion of this Contract, Contractor covenants and agrees that History Colorado will record this Contract with the County clerk and recorder for the county in which the property is located. Contractor further covenants and agrees that this Contract will constitute a binding covenant that will run with the land.
 - e. To the extent authorized by law, the Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards, including costs, expenses, and attorneys fees incurred as a result of any act or omission by the property owner, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.
 - f. The provisions of this Paragraph 17 will cease to be effective upon the conveyance of an approved easement if such is required pursuant to Paragraph 6 above.
18. REMEDIES: In addition to any other remedies provided for in this contract, and without limiting its remedies otherwise available at law, the State may exercise the following remedial actions if the Contractor substantially fails to satisfy or perform the duties and obligation in this Contract. Substantial failure to satisfy the duties and obligations shall be defined to mean significant, insufficient, incorrect, or improper performance, activities, or inaction by the Contractor. These remedial actions are as follows:
- a. Suspend the Contractor's performance pending necessary corrective action as specified by the State without Contractor's entitlement to adjustment in price/cost or schedule; and/or
 - b. Withhold payment to Contractor until the necessary services or corrections in performance are satisfactorily completed in accordance with the *Standards*, the SHIP Grants Manual and/or the terms and conditions of this Contract; and/or
 - c. Request the removal from work on the contract of employees or agents of the Contractor whom the State justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on the contract the State deems to be contrary to the public interest or not in the best interest of the State; and/or
 - d. Deny payment for those services or obligations which have not been performed and which due to circumstances caused by the Contractor cannot be performed, or if performed would be of no value to the State. Denial of the amount of payment must be reasonably related to the value of work or performance lost to the State; and/or
 - e. Declare all or part of the work ineligible for reimbursement; and/or
 - f. In the event of a violation of this Agreement, and in addition to any remedy now or hereafter provided by law, History Colorado may, following reasonable notice to the Contractor institute suit to enjoin said violation or to require the restoration of the Property to its condition at the time of this Agreement or condition at the time of the most recent satisfactory inspection by History Colorado. History Colorado shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorney's fees.
 - g. Terminate the contract for default.
19. CUMULATIVE EFFECT: The above remedies are cumulative and the State, in its sole discretion, may exercise any or all of them individually or simultaneously.
20. TERMINATION OF CONTRACT FOR DEFAULT: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the State shall, in addition to other remedies, thereupon have the right to terminate this Contract for default by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, products, submittals, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
- Notwithstanding the above, Contractor shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the Contract by the Contractor, and the State may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the State from the Contractor are determined.
21. TERMINATION BY STATE: The State may terminate this Contract at any time the State determines that the purposes of the distribution of State monies under the Contract would no longer be served by completion of the Project. The State shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials paid for with State funds shall, at the option of the State, become its property. If the Contract is terminated by the State as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made. Provided, however, that if less than sixty percent (60%) of the project covered by this Contract has been completed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract

period which are directly attributable to the uncompleted portion of the project covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Paragraph 20 hereof relative to termination shall apply.

22. **CHANGES:** This Contract is intended as the complete integration of all understandings between the parties, at this time, and no prior or contemporaneous addition, deletion, or other amendment hereto, including an increase or decrease in the amount of monies to be paid to the Contractor, shall have any force or effect whatsoever, unless embodied in a written contract amendment incorporating such changes executed and approved pursuant to the State's Fiscal Rules. Notwithstanding this provision, modifications to Exhibit A (Scope of Work) and/or to Exhibit C (List of Submittals) may be approved by letter of agreement, agreed to in writing by all parties, providing that no such letter of agreement may alter either the total amount of funds payable under the contract, as set forth in Paragraph 5, or the contract period, as set forth in Paragraph 4, unless such changes are embodied in a written contract amendment executed and approved pursuant to the State's Fiscal Rules.
23. **CONFLICT OF INTEREST:** Contractor agrees not to engage in any conduct, activity, or transaction related to this contract which would constitute a conflict of interest under any applicable State or Federal law.
24. **COMPLIANCE WITH APPLICABLE LAWS:** At all times during the performance of this Contract, the Contractor shall strictly adhere to all applicable Federal and State laws that have been or may hereafter be established.
25. **SEVERABILITY:** To the extent that this Contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the Contract, the terms of this Contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as waiver of any other term.
26. **BINDING ON SUCCESSORS:** Except as herein otherwise provided, this Contract shall inure to the benefit of and be binding upon the parties, or any subcontractors hereto, and their respective successors and assigns.
27. **ASSIGNMENT:** No party, nor any subcontractors hereto, may assign its rights or duties under this Contract without the prior written consent of the other parties.
28. **SURVIVAL OF CERTAIN CONTRACT TERMS:** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance of compliance beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Contractor or its subcontractors.
29. **BOND REQUIREMENT:** If this contract involves the payment of more than fifty thousand dollars for the construction, erection, repair, maintenance, or improvement of any building, road, bridge, viaduct, tunnel, excavation or other public work for this State, the Contractor shall, before entering upon the performance of any such work included in this contract, duly execute and deliver to the State official who will sign the contract, a good and sufficient bond or other acceptable surety to be approved by said official in a penal sum not less than one-half of the total amount payable by the terms of this contract. Such bond shall be duly executed by a qualified corporate surety conditioned upon the faithful performance of the contract and in addition, shall provide that if the Contractor or his subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender or other supplies used or consumed by such Contractor or his subcontractor in performance of the work contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment in the prosecution of the work the surety will pay the same in an amount not exceeding the sum specified in the bond, together with interest at the rate of eight per cent per annum. Unless such bond is executed, delivered and filed, no claim in favor of the Contractor arising under such contract shall be audited, allowed or paid. A certified or cashier's check or a bank money order payable to the Treasurer of the State of Colorado may be accepted in lieu of a bond. This provision is in compliance with CRS 38-26-106.
30. **CORA DISCLOSURE:** To the extent not prohibited by federal law, this Contract and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.
31. **STATEWIDE CONTRACT MANAGEMENT SYSTEM:** If the maximum amount payable to Grantee under this Grant is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §31 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide Contract Management System.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State fiscal rules, policies and guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified

following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by CHS, and showing of good cause, may debar Grantee and prohibit Grantee from bidding on future grants. Grantee may contest the final Evaluation, Review and rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon showing of good cause.

SPECIAL PROVISIONS

(The Special Provisions apply to all contracts except where noted in italics.)

1. **CONTROLLER'S APPROVAL. CRS 24-30-202 (1).**
This contract shall not be valid until it has been approved by the Colorado State Controller or designee.
2. **FUND AVAILABILITY. CRS 24-30-202(5.5).**
Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. **GOVERNMENTAL IMMUNITY.**
No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 1346(b) and 2671 et seq., as applicable now or hereafter amended.
4. **INDEPENDENT CONTRACTOR.**
Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.
5. **COMPLIANCE WITH LAW.**
Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
6. **CHOICE OF LAW.**
Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
7. **BINDING ARBITRATION PROHIBITED.**
The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
8. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.**
State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
9. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS 24-18-201 and 24-50-507.**
The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.
10. **VENDOR OFFSET. CRS 24-30-202 (1) and 24-30-202.4. [Not Applicable to intergovernmental contracts]**
Subject to CRS 24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS 39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.
11. **PUBLIC CONTRACTS FOR SERVICES. CRS 8-17.5-101. [Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]**
Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS 8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS 8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.
12. **PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS 24-76.5-101.** Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS 24-76.5-101 et seq., and (c) has produced one form of identification required by CRS 24-76.5-103 prior to the effective date of this contract.

Revised January 1, 2009
2nd Revision March 10, 2009

CONTRACT SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

*Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

CONTRACTOR:
(Grant Recipient)

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR

Town of Crested Butte
Legal Name of Contracting Entity

BY: _____
Executive Director or Designee
Edward C. Nichols, President

*Signature of Authorized Officer

History Colorado

Date

Date: _____

Department of Higher Education

STATE HISTORICAL FUND

Print Name of Authorized Officer

BY: _____
Director or Designee
Steve W. Turner, Vice President OAHIP & SHF/Deputy SHIPO

Print Title of Authorized Officer

Date: _____

WAIVER CONTRACT REVIEWER

BY: _____
Contracts Officer or Designee
Susan Frawley, State Historical Fund

Date: _____

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performances or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

BY: _____
Joseph Bell
CHS, Vice President Finance, Facilities & Regional
Museums

Date: _____

Revised September 26, 2013
\\chs-db\gifts\Document\05154210.doc
Approval/Easement: Contract E

SCOPE OF WORK

I. Project Purpose: The purpose of this project is to restore the foundation system, reconstruct landings and add an ADA access ramp at the Denver and Rio Grande Depot in Crested Butte, Gunnison County.

II. The Scope of Work is as follows:

A. Architectural & Engineering Services

1. Package previously completed construction documents for bidding
2. Provide bidding assistance
3. Provide construction administration services
4. Produce SHF required deliverables, including photos and documents
5. Create maintenance plan
6. Archaeological monitoring

B. Geotechnical Engineer

1. Construction observation

C. Preservation Activities

1. Foundation Rehabilitation

- i. Repair main level beams at north office area and freight room
- ii. Repair or provide additional support for rotted ends of joists in freight room
- iii. Replace timber foundation system with new foundation system at the south end of the building
- iv. Install foundation insulation
- v. Repoint masonry foundation system
- vi. Provide and install mechanical ventilation in crawl spaces
- vii. Provide and install damp-proofing membrane in the crawl spaces
- viii. Install supporting structure at the south section of the building's foundation
- ix. Repair deteriorated lower north wood wall framing
- x. Site re-grading to improve drainage away from building

2. Site Rehabilitation

- i. Replace decks and platforms removed for foundation access
- ii. Construct ADA compliant access at freight room doors

PROJECT BUDGET

| TASK | AMOUNT |
|--|-------------------|
| A. Architectural and Engineering Services | \$ 24,871 |
| B. Geotechnical Engineer | \$ 1,500 |
| C. Preservation Activities | |
| 1. Foundation Rehabilitation | \$ 125,928 |
| 2. Site Rehabilitation | \$ 27,170 |
| D. Performance Bond | \$ 7,655 |
| E. General Conditions, Overhead and Profit | \$33,682 |
| <hr/> | |
| Project Subtotal * | \$ 220,806 |
| <i>Contingency ‡</i> | <i>\$ 22,081</i> |
| <hr/> | |
| PROJECT TOTAL | \$ 242,887 |
| | |
| Grant Award (75%) | \$ 182,165 |
| Cash Match (25%) | \$ 60,722 |

* Grant payments will be based off **Project Subtotal** amount. Total payments will be Grant Award percentage of **Project Subtotal** up to a maximum of the Grant Award Amount.

‡ Contingency - Must receive written approval from SHF Staff prior to use.

Travel must be within SHF/State allowable rates (\$.52/mile – mileage, \$100/night – Hotel, \$46/day – Per Diem)

LIST OF SUBMITTALS

| Project Reports | | |
|--|--------------------|---|
| <u>Project Reports</u> | <u>Due Date</u> | <u>Society Response</u> |
| a. Payment Request Form (Attachment 1). Deliverables #1-3 below must be reviewed and approved before Advance payment is made. | N/A | Advance payment of grant award \$66,242. |
| b. Progress Report # 1 | September 1, 2015 | Review* |
| c. Progress Report # 2 | December 1, 2015 | Review* |
| d. Progress Report # 3 | March 1, 2016 | Review* |
| e. Interim Financial Report (Attachment 1). Deliverables #4-7 below must be reviewed and approved before Interim payment is made. | March 15, 2016 ** | Review & Approve. Interim payment of grant award \$82,802. ‡ |
| f. Progress Report # 4 | June 1, 2016 | Review* |
| g. Progress Report # 5 | September 1, 2016 | Review* |
| h. Progress Report # 6 | December 1, 2016 | Review* |
| i. Progress Report # 7 | March 1, 2017 | Review* |
| j. Final Financial Report (Attachment 1). | March 15, 2017 *** | Review & Approve. Final payment of grant award \$16,560. ‡ |

*At the discretion of the SHF technical staff, progress reports may not receive a response.

** Interim financial report due date is a guideline. Please submit Interim financial report when 40% or more of advance has been expended and you are ready for the next payment.

*** Final Payment is a reimbursement ONLY after all contractors have been paid.

Project period ends on June 15, 2017. All deliverables due on or before this date.

‡ Payment may increase due to approval of contingency funds.

PROJECT DELIVERABLES

Submit the following Project Deliverables. Deliverables # 1-7 due prior to commencement of treatments (construction):

| <u>Project Deliverables</u> | <u>Society Response</u> |
|--|-------------------------------|
| 1. Initial Consultation with SHF Historic Preservation Specialist | Review/Comment and or Approve |
| 2. Before/existing condition photos of areas affected by Scope of Work | Review/Comment and or Approve |
| 3. Historical photos/documentation of areas to be treated | Review/Comment and or Approve |
| 4. Subcontract Certification form: Architect | Review/Comment and or Approve |
| 5. Subcontract Certification form: Geotechnical Engineer | Review/Comment and or Approve |
| 6. Construction Documents/Plans and specifications, if necessary | Review/Comment and or Approve |
| 7. Pre Construction meeting with SHF Historic Preservation Specialist | Review/Comment and or Approve |
| 8. Draft Maintenance Plan | Review/Comment and or Approve |
| 9. OAHP Site/Archaeological Forms, if necessary | Review/Comment and or Approve |
| 10. Copy of Archaeological Report, if necessary | Review/Comment and or Approve |
| 11. Interim consultation with SHF Historic Preservation Specialist | Review/Comment and or Approve |
| 12. Two (2) copies of final Maintenance Plan | Review/Comment and or Approve |
| 13. After photos of areas affected by Scope of Work | Review/Comment and or Approve |
| 14. Documentation of professional/public outreach | Review/Comment and or Approve |
| 15. End of Project Report | Review/Comment and or Approve |

H:\Contracts\2015\1502030 Exhibit C.docx



Staff Report

May 18, 2015

To: Mayor and Town Council
Thru: Todd Crossett, Town Manager
From: Lynelle Stanford, Town Clerk
Subject: 4th of July Special Event Application
Date: May 12, 2015

Summary:

Eliza Cress, event organizer for the 4th of July, submitted the special event application on behalf of the Crested Butte/Mt. Crested Butte Chamber of Commerce. The festivities would include a parade, food vendors, and musical performances that have been organized by the Crested Butte Music Festival. The Crested Butte Music Festival has submitted a separate application for One World. Floats for the parade would begin lining up at 9AM. Floats would line up starting at 6th Street and Elk Avenue, with the line forming to the east until 8th Street, and then on 8th Street from Elk Avenue to Red Lady Avenue. Food vendors would open for business at 10AM. The food vendors are proposed to be located on 3rd Street. The parade is proposed to start at 11AM. After the parade, from 1PM to 4PM, the Crested Butte Music Festival One World concerts are proposed. The food vendors would close at 4PM, and breakdown would begin at that time.

Recommendation:

To approve the special event application for 4th of July proposed for Elk Avenue on July 4, 2015. The Town, as usual, would supply two dumpsters. It is required by the Town that the Chamber require each float associated with tossed items provide a volunteer to walk adjacent to the float tossing the items. No items shall be tossed directly from the floats. Vendors must have one 5# ABC fire extinguisher. If food vendors use deep fried grease appliances, then a Type K fire extinguisher is required, as well. Elk Avenue must reopen at 5PM.

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: 4th of July

Date(s) of Event: July 4th 2015

Name of Organization Holding the Event ("Permittee"): CRESTED BUTTE / MT CRESTED BUTTE CHAMBER OF COMMERCE
 Note: The permittee of an event must be the same as the named insured on the insurance binder.

Name of Event Organizer: ELIZA CRESS

Phone: 413 455 7972 Cell Phone: 970 349 6438

E-Mail: eliza@cbchamber.com Fax Number: _____

Name of Assistant or Co-Organizer (if applicable): Dave Ochs

Phone: 970 349 6438 Cell Phone: 970 349 7324 E-Mail: director@cbchamber.com

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

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

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

4th of July Parade & vendors.

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

Map Attached Showing Location of Event

Diagram Attached Detailing Event

Event Time (start time of scheduled event to end time of scheduled event): 10am - 4pm
Total Time (including set-up, scheduled event, break-down & clean-up): 6am - 5pm
Expected Numbers: Participants: 400+ Spectators: 5,000+

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

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

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

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

Is Proof of Insurance is Attached: Yes / No

If No, Why Not: _____

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

If Yes, Describe: Parade and announcing 10:45am - 12pm

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

Are you requesting Town Manager approval for a 1-day banner at the event location for the hours of the event. NO Town Manager Approval: _____

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

How much trash do you anticipate generating at the event? We will need 2 dumpsters provided - OK per Janna

What recyclable products will be generated at the event? Dependent on parade floats & food vendors (paper/plastic)

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

www.townofcrestedbutte.com for details on the two different waste companies that serve Crested Butte and the scope of their services. Be creative and detailed in you plan. Please note that any event application without a detailed recycling and refuse plan will not be accepted as a complete application:

One dumpster by Nordic Center for parade floats to dispose of trash immediately following parade.

There will be a dumpster located on 3rd near food vendors for disposal of their waste throughout the day. 2

Will have volunteers to over see trash disposal through out the entirety of the event.

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):

Security will be provided by the Crested Butte Music Festival. Security will be within liquor permitted area.

Describe Plan for Parking: Public Parking anywhere in town but Elk Ave.

Describe Plan for Portable Toilets and/or Restrooms: Will be provided by The Chamber & CBMF. Will be located on 3rd street. See attached diagram.

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):

Will Your Event Require Any Road Closures Yes / No

If Yes, Explain in Detail Streets Closures and Times of Closures: Road ^{closed} (Elk Ave from E to W side, 8th from Elk to the School - led Lady Ave) on 12:00 am July 4th to 5:00 pm. 8th street will re-open when parade starts. Elk closed all day.

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

If Yes, Explain Impact: Elk Ave is closed all day - 2nd Ave should open after parade - @ 1:00 pm

Will Your Event Affect Any Handicap Parking Spaces Yes / No

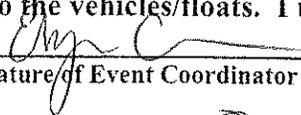
If yes then you must work with the Marshal's Department to create a temporary handicap parking space/s for the duration of your event.

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

We have gone door to door notifying businesses on Elk Ave.

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.

*Vendors will submit individual sales tax forms after the event. Chamber will issue & return forms.

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: Come celebrate Independence Day in Crested Butte. Festivities will include parade, food vendors and musical performances presented by Crested Butte Music Festival.

Contact Name & Phone Number for the Calendar: Eliza Cress 970 319 6438

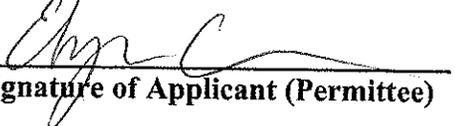
Event Fee for the Calendar: Free Website for More Info: www.cbchamber.com

Additional Applicant Comments: We have made a large effort to notify Elk Ave businesses about summer events in particular the 4th of July.

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

ELIZA CRESS / 
Print Name Clearly / Signature of Applicant (Permittee)

3/9/2015
Date

Application is Approved: _____ Date: _____



Monday, March 9, 2015

Timeline for 4th of July

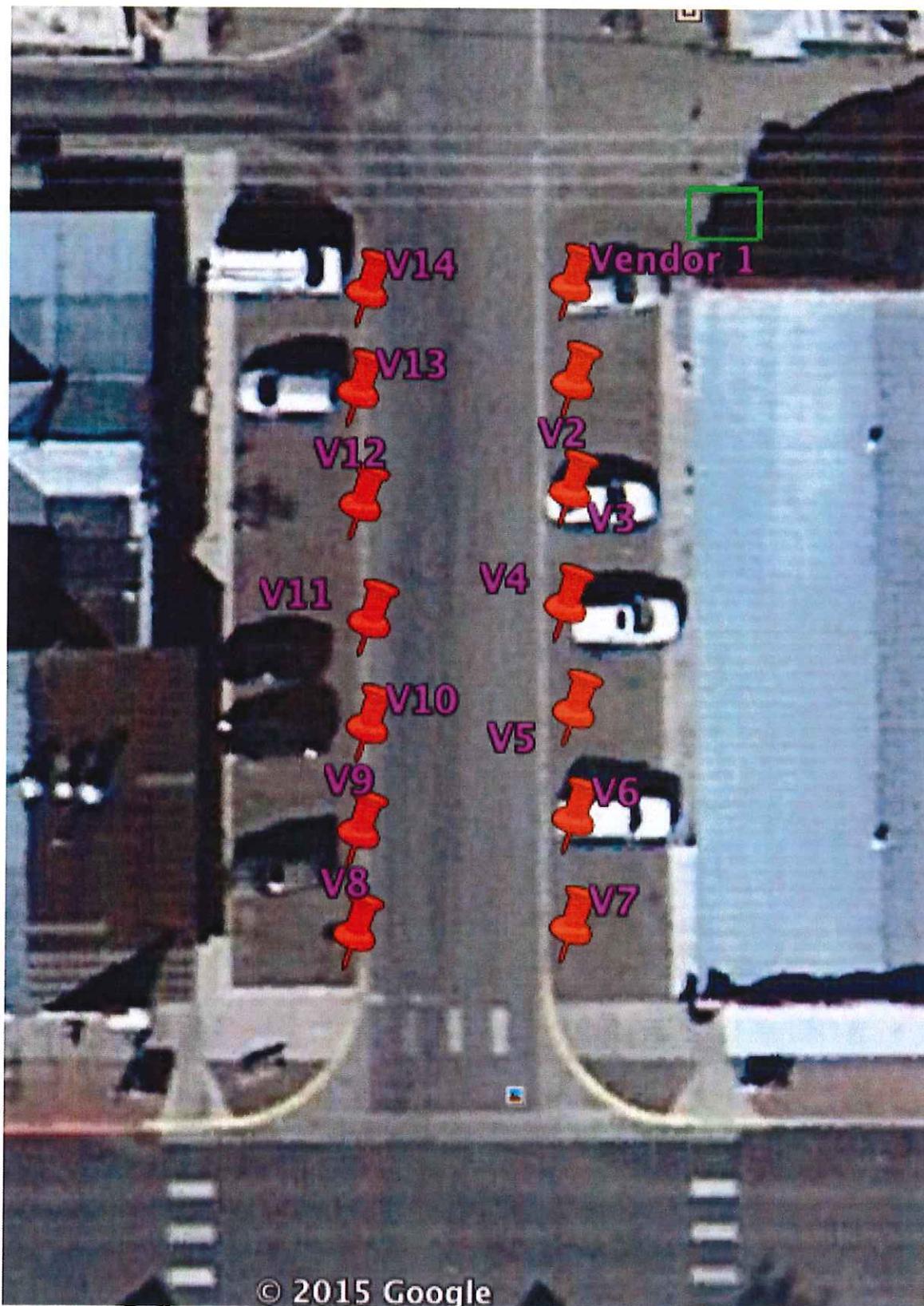
Friday, July 3rd

Elk Avenue and 3rd Street closed. For specific time reference permit submitted by Crested Butte Music Festival.

Saturday, July 4th

| | |
|----------|--|
| 6:00am | Food Vendors begin load in |
| 7:00am | Pancake Breakfast directional signs put in place |
| 9:00am | Floats begin lining up, all water fight floats at the rear |
| 10:00am | All floats should be checked in |
| | Food Vendors Open |
| 10:45am | Parade MC takes the stage and begins announcements |
| 11:00am | Parade Starts |
| 12:00pm | Parade Ends |
| | Clean-up begins, special attention to water fight area between 1 st and 2 nd St. |
| 1-4:00pm | Crested Butte Music Festival runs the show |
| 4:00pm | Food Vendors Close |
| | Breakdown begins |

4th of July Vendor Layout 2015



* vendors have not yet been selected.
Will be provided sales tax paperwork.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

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

Crested Butte / Mt. Crested Butte Chamber of Commerce

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

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/09/2015 that have been posted, and by documents delivered to this office electronically through 03/10/2015 @ 11:51:14.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 03/10/2015 @ 11:51:14 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9119744.



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 Certificate Confirmation 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 Business Center and select "Frequently Asked Questions."

NOTIFICATION OF AMPLIFIED SOUND

Pursuant to Crested Butte Ordinance No. 19, Series 2007 (a.k.a. The Noise Ordinance) please be advised that there will be amplified sound in your neighborhood on the date(s) and time(s) described below during a Town approved Special Event.

Event Name: FONETA OF JULY 2015

Event Date(s): JULY 4th 2015

Event Location: Elk Ave - 2nd Ave to 4th Ave on Elk (Alley to Alley)

Scheduled Start Time & End Time of Amplified Sound: 12-5

Type of Amplified Sound: PA System, Bands

Event Holder Contact Name: David O'No Phone: 349-6438

Town Council Approval Date & Time if Applicable: _____

4TH OF JULY (CB/MTCB CHAMBER)

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 5-11-15
Signature Date
Tom MARTIN
Name (Printed)

Conditions/Restrictions/Comments:
OK

Public Works:

Rodney E. Die 3/18/2015
Signature Date
Rodney E. Die
Name (Printed)

Conditions/Restrictions/Comments:
OK, will work with organizers & Marshall's Dept. to make it happen

Parks and Recreation:

Janna Hansen 5/12/15
Signature Date
Janna Hansen
Name (Printed)

Conditions/Restrictions/Comments:
We will provide 2 dumpsters as we normally do.
Thanks!

Town Clerk:

Lynelle Stanford 5-10-2015
Signature Date
Lynelle Stanford
Printed Name (Printed)

Conditions/Restrictions/Comments:

Town Manager:

Bob Cross 5/12/15
Signature Date
Bob Cross
Printed Name (Printed)

Conditions/Restrictions/Comments:
[Signature]

4TH OF JULY (CB/MT CB CHAMBER)

Crested Butte Fire Protection District:

W Scott Wimmer 5/13/15
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:

NOTHING TO BE THROWN FROM
FIDATS
VENDORS MUST HAVE 1 5# ABC
FIRE EXTINGUISHER
IF USING DEEP FRIED GREASE
APPLIANCES THEN A TYPE "K"
FIRE EXTINGUISHER AS WELL

Mt. Express Bus Service:

[Signature] 3/18/15
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:

Will reroute town bus
while Elk Ave is closed

Official Use Only:

Application Received 3/12/2015 Date Distributed 5-6-15 RE-SEND
3-2-15

Council Date (if applicable) MAY 18, 2015

Approval Date _____ Method of Approval: Administratively By Town Council

Approval Contingencies see staff report, this page, & previous page

Application fee \$ 25 Check # 3075 Date Paid 3-12-15

Permit Fee \$ 200 Check # 3075 Date Paid 3-12-15

Local Liquor License Fee _____ Check # _____ Date Paid _____

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

Additional Fee _____ Check # _____ Date Paid _____

Clean Up Deposit \$ 200 Check # 3075 Date Paid 3-12-15 Date Returned: _____



Staff Report

May 18, 2015

To: Mayor and Town Council
Thru: Todd Crossett, Town Manager
From: Lynelle Stanford, Town Clerk
Subject: **Ride the Rockies Special Event Application and Special Event Liquor Permit Application**
Date: May 12, 2015

Summary:

Eliza Cress, event organizer for Ride the Rockies, submitted the special event application and special event liquor permit application on behalf of the Crested Butte/Mt. Crested Butte Chamber of Commerce. The Ride the Rockies Block Party is proposed for June 17, 2015 from 2PM to 9PM on Elk Avenue from Mid-2nd Street, excluding the Post Office, to 4th Street. The Block Party would start at 2PM. Set up would begin at 1PM, and take down would be completed by 10PM. The event would include live music, beer and food sales, carnival games, mechanical bull, and Ride the Rockies' vendors. The stage with live music would be located at 3rd Street and Elk. Live music is proposed to begin at 6:30PM. The Block Party would conclude at 9PM. The event organizer would provide fencing to block access between buildings, and the area would be secured by natural boundaries. Security would be in place throughout the venue.

The Fire Department is working with the school district to remedy a fire alarm issue, and Mountain Express will re-route the busses during the closure of Elk Avenue.

Recommendation:

To approve the special event application and special event liquor permit for Ride the Rockies. The event organizer has committed ten security personnel. If the event organizer is unable to provide the designated number of security personnel, Staff will shrink the size of the liquor footprint as appropriate for the number of security personnel present at the time of the event.

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: Ride the Rockies

Date(s) of Event: Wednesday, June 17th 2015

Name of Organization Holding the Event ("Permittee"): ^{Crested Butte} CB/MT CB Chamber of Commerce

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

Name of Event Organizer: ELIZA CRESS

Phone: 413 455 7972 ← Cell Phone: ""

E-Mail: eliza@cbchamber.com Fax Number: _____

Name of Assistant or Co-Organizer (if applicable): Dave Ochs

Phone: 970 349 6438 Cell Phone: 970 349 7324 E-Mail: director@cbchamber.com

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

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

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

Event Time (start time of scheduled event to end time of scheduled event): 2 pm to 9 pm
Total Time (including set-up, scheduled event, break-down & clean-up): 1pm to 10pm
Expected Numbers: Participants: 3,000 Spectators: NA

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

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

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

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

Is Proof of Insurance is Attached. Yes / No

If No, Why Not: _____

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

If Yes, Describe: Live Music

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

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

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

How much trash do you anticipate generating at the event? We will need a dumpster

What recyclable products will be generated at the event? plastic cups & paper plates

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

www.townofcrestedbutte.com for details on the two different waste companies that serve Crested Butte and the scope of their services. Be creative and detailed in you plan. Please note that any event application without a detailed recycling and refuse plan will not be accepted as a complete application:

Ride the Rockies travels with a waste management company called zeroHero that will be responsible for organizing and executing waste clean up. along with volunteers.

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):

Area will be secured by natural and assembled boundaries and security will be in place throughout venue.

Describe Plan for Parking: Typical parking is fine. All guests get here by bike.

Describe Plan for Portable Toilets and/or Restrooms: Ride the Rockies travels with Porta Potties. See map for location.

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): portion of Elk Ave. See map.

Will Your Event Require Any Road Closures Yes / No

If Yes, Explain in Detail Streets Closures and Times of Closures: Elk Ave from ^{Mid} 2nd - 4th Street to but not including Post office

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

If Yes, Explain Impact: Bus will be unable to drive straight down elk ave to Town Hall stop.

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. Near post office.

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

Chamber will notify businesses in person or over the phone of Rther visit & event.

Does Your Event Include a Parade Yes / No

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

Signature of Event Coordinator

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

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

Town of Crested Butte Sales Tax Application is Attached.

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

If yes, please write two sentences below describing the event in the exact wording it will appear on the calendar: The Chamber of Commerce will be hosting a block party on Elk Ave Wed June 17th in celebration of the Ride the Rockies Route 2015.

Contact Name & Phone Number for the Calendar: ELIZA CRESS (413)455 7972

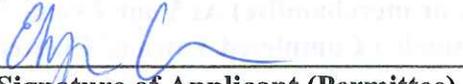
Event Fee for the Calendar: \$ 0.00 Website for More Info: cbchamber.com

Additional Applicant Comments: We are excited to be hosting RTR again and plan to keep communication with town open throughout the planning process.

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

ELIZA CRESS /  2/11/15
Print Name Clearly / Signature of Applicant (Permittee) Date

Application is Approved: _____ Date: _____



Ride the Rockies
Wednesday, June 17th 2015

Event Schedule

- 10-12pm: Riders arrive and get settled at the Crested Butte Community School
Food will be available upon arrival until 2pm, provided by XXXX
- 12-2pm: While you wait, check out XXXX
- 2pm: Elk Ave. "Entertainment Site" Opens for Beer Sales, Food Carts, Live
Entertainment, Bike Carnival, Mechanical Bull and Vendor
Showcase
- 2-3pm- *Performance by Bill Dowell*
 - 3-415pm- *Performance by MILLK*
 - 415-545pm- *Ride the Rockies Presentations*
 - 6-715pm- *Performance by Confluence*
- 7:30pm: Elk Ave. "Entertainment Site" Closes to go explore the rest of Elk
Ave and enjoy the last few hours of your visit!

Ride the Rockies Schedule

Wednesday, June 17th 2015

10-12pm Arrival
12-2pm Food available at "Headquarter Site," Crested Butte Community School

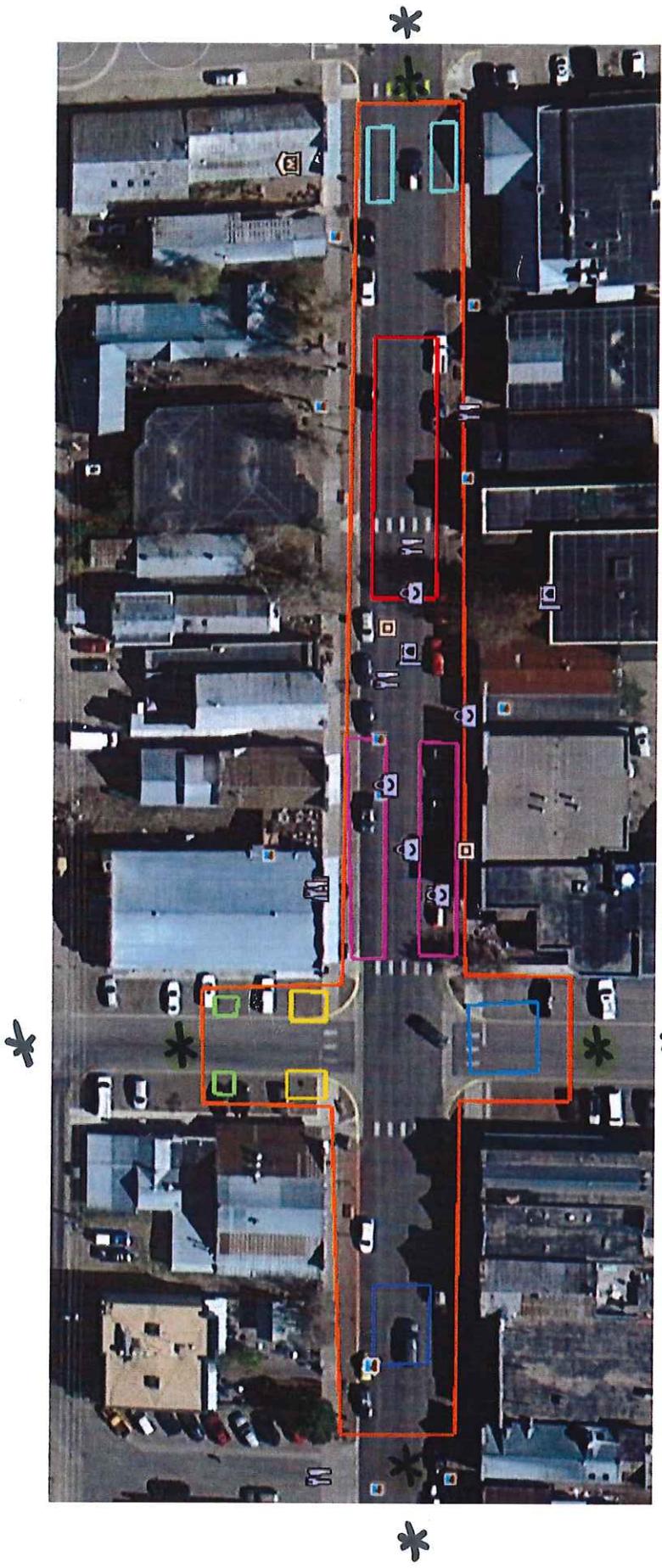
1pm Elk Ave. closed from 4th Street to the Post Office, "Entertainment Site"
2pm Start: Elk Ave. Block Party
 Live Music
 Beer and Food Sales begin
 Ride the Rockies vendors
 Carnival Games and Mechanical Bull
4pm Bike Seminar
5:30pm Dinner begins
6:30pm Live Music
9pm End: Elk Ave. Block Party

Thursday, June 18th 2015

6-9am Depart from "Headquarter Site," Crested Butte Community School

Ride the Rockies Event Venue

Wednesday, June 17th 2015



KEY ∞

- purple - mechanical bull
 - green - porta johns
 - yellow - beer/food
 - pink - Ride the Rockies vendors
 - red - games/activities
 - light blue - bike parking/ security
 - blue - stage/ band/ seminar
 - black * - security/ volunteer (s)
 - orange - liquor perimeter
- ∞ 10 total

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

| | |
|---|-----------------------------------|
| LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR: | DO NOT WRITE IN THIS SPACE |
| 2110 <input checked="" type="checkbox"/> MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY | LIQUOR PERMIT NUMBER |
| 2170 <input type="checkbox"/> FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY | |

| | |
|---|--|
| 1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE CRESTED BUTTE / MT CRESTED BUTTE CHAMBER OF COMMERCE | State Sales Tax Number (Required) 523 846 COLORADO 005 23664 CRESTED BUTTE |
|---|--|

| | |
|---|---|
| 2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) PO BOX 1288 601 ELK AVENUE CRESTED BUTTE, CO 81224 | 3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) Mid- ELK AVENUE FROM 2nd St. to 4th St. CRESTED BUTTE, CO 81224 (Alley to Alley) on 3rd Street |
|---|---|

| | | | |
|--|------------------|--|-----------------------|
| NAME | DATE OF BIRTH | HOME ADDRESS (Street, City, State, ZIP) | PHONE NUMBER |
| 4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE DAVE OCHS | 9/22/1974 | 801 RED LADY CRESTED BUTTE, CO 81224 | (970) 349-7324 |
| 5. EVENT MANAGER ELIZA CRESS | 4/10/1991 | 711 GOTHIC AVENUE CRESTED BUTTE, CO 81224 | (413) 455-7972 |
| 6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES HOW MANY DAYS? 2 | | 7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____ | |

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

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

| Date | Hours | From | To | Date | Hours | From | To | Date | Hours | From | To | Date | Hours | From | To |
|------------------|-------|---------------|-----|------|-------|------|-----|------|-------|------|-----|------|-------|------|-----|
| 6/17/2015 | | | | | | | | | | | | | | | |
| | From | 2:00 p | .m. | | From | | .m. | | From | | .m. | | From | | .m. |
| | To | 7:00 p | .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 | TITLE EO | DATE 5/11/15 |
|---------------|--------------------|------------------------|

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) | \$. |

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

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

Crested Butte / Mt. Crested Butte Chamber of Commerce

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

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/10/2015 that have been posted, and by documents delivered to this office electronically through 02/11/2015 @ 16:43:56.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 02/11/2015 @ 16:43:56 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9092140.



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 Certificate Confirmation 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 Business Center and select "Frequently Asked Questions."

NOTIFICATION OF AMPLIFIED SOUND

Pursuant to Crested Butte Ordinance No. 19, Series 2007 (a.k.a. The Noise Ordinance) please be advised that there will be amplified sound in your neighborhood on the date(s) and time(s) described below during a Town approved Special Event.

Event Name: Ride the Rockies

Event Date(s): Wed 17th June 2015

Event Location: Elk Ave & 3rd St

Scheduled Start Time & End Time of Amplified Sound: 2pm - 7pm

Type of Amplified Sound: Live Music

Event Holder Contact Name: Dave Ochs Phone: 970 349 0438

Town Council Approval Date & Time if Applicable: MAY 18, ~~April 6th~~ 2015

RIDE THE ROCKIES (JUNE 17, 2015)

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 :

From: Tom Martin
Sent: Tuesday, March 31, 2015 7:51 AM
To: Betty Warren
Subject: RE: Special Events: CB Bike Week and Ride the Rockies

Conditions/Restrictions/Comments:

The Marshal's department is Ok with Ride the Rockies.

Public Works:

Signature: [Handwritten Signature] Date: 3/25/2015
Name (Printed): Rodney E Duce

Conditions/Restrictions/Comments:

OK will work with Marshal's & organizers

From: Janna Hansen
Sent: Wednesday, March 25, 2015 1:02 PM
To: Betty Warren
Subject: Re: Special Events: CB Bike Week and Ride the Rockies

Comments:

Hi Betty,

Parks and Rec approves of both CBBW and Ride the Rockies.

Town Clerk:

Signature: [Handwritten Signature] Date: 3-23-2015
Printed Name (Printed): Lynelle Stanford

Conditions/Restrictions/Comments:

Town Manager:

Signature: [Handwritten Signature] Date: 5/12/15
Printed Name (Printed): Todd Crossatt

Conditions/Restrictions/Comments:

RIDE THE ROCKIES (JUNE 17, 2015)

Crested Butte Fire Protection District:

W Scott Wimmer 5/11/15
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:

Working with REIJ
school District to
Finalize Fire Alarm
issues.

Mt. Express Bus Service:

Chris Larsen 3/25/15
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:

Buses will reroute
and maroon white
etc is closed

Official Use Only:

Application Received 2/24/2015 Date Distributed 3/23/2015

Council Date (if applicable) APRIL 6, 2015 MAY 18, 2015

Approval Date _____ Method of Approval: Administratively By Town Council

Approval Contingencies See staff report, this page & previous page

Application fee \$ 25 Check # 3071 Date Paid 2/26/15

Permit Fee \$ 200 Check # 3071 Date Paid 2/24/15

Local Liquor License Fee 425 Check # 3071 Date Paid 2/24/15

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

Additional Fee _____ Check # _____ Date Paid _____

Scan Up Deposit \$ 300 Check # 3071 Date Paid 2/26/15 Date Returned: _____



Staff Report

May 18, 2015

To: Mayor and Town Council
Thru: Todd Crossett, Town Manager
From: Lynelle Stanford, Town Clerk
Subject: **Bridges of the Butte 24-Hour Townie Tour Special Event Application**
Date: May 8, 2015

Summary:

Emily Girdwood submitted the application for Bridges of the Butte 24-Hour Townie Tour on behalf of the Adaptive Sports Center of Crested Butte, Inc. and Disabled Sports USA, Inc. Bridges of the Butte is proposed for June 27 starting at Noon to June 28 at Noon. Set up would begin on June 27 at 8M, and take down would be completed by 2PM on June 28. Bridges of the Butte is a 24 hour bike tour of Crested Butte that is used as a fund raiser for the Adaptive Sports Center's scholarship fund.

The applicant has not requested road closures; however, Girdwood requested as a part of their safety plan, that parking be prohibited on the south side of Elk Avenue from 2nd Street to 5th Street. Parking would be prohibited beginning first thing in the morning on June 27 to about 2PM on June 28. A diagram illustrating the proposed route is included in the packet.

Recommendation:

Approve Bridges of the Butte 24-Hour Townie Tour special event application. The applicant must meet with Public Works a week prior to the event. The applicant must keep dumpsters off the grass, and there must be no stakes used in the grass on Pitsker Field. The applicant will have the lighting and art removed no later than Monday, June 29 at 5PM. The planters must be removed from 3rd Street and Elk Avenue, and the planters and the bench must be removed from the sidewalk at the Teocalli inbound stop. Course marshals must remain on the bus route at 2nd and Elk, 2nd and Sopris, and 6th and Gothic until 11:45PM.

TOWN OF CRESTED BUTTE SPECIAL EVENT APPLICATION



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

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

Date(s) of Event: June 27 & 28, 2015 12pm to 12pm

Name of Organization Holding the Event ("Permittee"): DISABLED SPORTS USA, INC, Adaptive Sports Center OF CRESTED BUTTE, INC

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

Name of Event Organizer: Emily Girdwood

Phone: 970-349-5075 **Cell Phone:** _____

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

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

Phone: 970-349-5075 **Cell Phone:** _____ **E-Mail:** allison@adaptivesports.org

Mailing Address of Organization Holding the Event: PO Box 1639

Email Address of Organization: _____ **Phone Number:** 970-349-5075

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

Bridges of the Butte is a bike tour of the town of Crested Butte.

Participants ride laps on a course town to raise money for the ASC's scholarship fund.

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

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

Please see attached.

Describe Plan for Parking: As there will be no parking in the town lot next to town park, we will advise our participants to park elsewhere or to ride their bikes to the event.

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

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

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

Will Your Event Require Any Road Closures Yes / No

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

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

If Yes, Explain Impact: _____

Will Your Event Affect Any Handicap Parking Spaces Yes / No

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

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

We will walk the route prior to the event and inform neighbors of the event in person or by leaving a flyer

Does Your Event Include a Parade Yes / No

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

Signature of Event Coordinator

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

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

CERTIFICATE OF INSURANCE

03/20/2015

PRODUCER

American Specialty Insurance & Risk Services, Inc.
7609 W. Jefferson Boulevard, Suite 100
Fort Wayne, Indiana 46804

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

INSURED

Disabled Sports USA, Inc., Adaptive Sports Center of Crested Butte, Inc
451 Hungerford Drive, Suite 100
Rockville, MD 20850

INSURERS AFFORDING COVERAGE

INS. A: Greenwich Insurance Company
INS. B:
INS. C:

CERT NUMBER: 1001214843

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INS LTR | POLICY TYPE | POLICY NUMBER | POLICY EFFECTIVE | POLICY EXPIRATION | LIMITS | |
|---------|-------------|---------------|--------------------------|--------------------------|---|-----------|
| A | GL | ASG0897036 | 12/01/2014 12:01 a.m. | 12/01/2015 12:01 a.m. | General Aggregate - Per Chapter | 5,000,000 |
| | | | | | Products-Completed Operations Aggregate | 5,000,000 |
| | | | | | Personal and Advertising Injury | 1,000,000 |
| | | | | | Each Occurrence | 1,000,000 |
| | | | | | Damage to Premises Rented to You (Any One Premises) | 1,000,000 |
| | | | | | Medical Expense Limit (Any One Person) | Excluded |
| A | XS | ASX0897040 | 12/01/2014 12:01 a.m. | 12/01/2015 12:01 a.m. | Each Occurrence | 5,000,000 |
| | | | | | Products-Completed Operations Aggregate | 5,000,000 |
| | | | | | General Aggregate | 5,000,000 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

- Coverage available under policy # SRPO-50219-203 is on file with the policyholder. Excess Accident Medical for Class 1 & 2 - \$25,000 with a \$250 deductible per injury per covered accident. Accidental Death & Dismemberment is \$10,000 per person per accident. Class 3 & 4 - \$100,000 with a \$250 deductible per injury per covered accident. Accidental Death & Dismemberment is \$10,000 per person per accident.
- With regards to the Excess Accident Medical Coverage, Class 1 & 3 is all registered/approved participants and volunteers of the Participating Organization and its Chapters with respect to sponsored and approved activities including direct travel to and from the activity and home, not including overnight trips.
- With regards to the Excess Accident Medical Coverage, Class 2 & 4 is all registered/approved participants and volunteers of the Participating Organization and its Chapters with respect to sponsored and approved overnight trips including direct travel to and from the activity and home.
- The Certificateholder is only an additional insured with respect to liability caused by the negligence of the Named Insured as per Form GX4 L428-Additional Insured-Certificateholder, but only with respect to BRIDGES OF THE BUTTE 24-HOUR TOWNIE TOUR from June 27, 2015 through June 28, 2015.

CERTIFICATE HOLDER

TOWN OF CRESTED BUTTE
PO BOX 39
CRESTED BUTTE, CO 81224

CANCELLATION

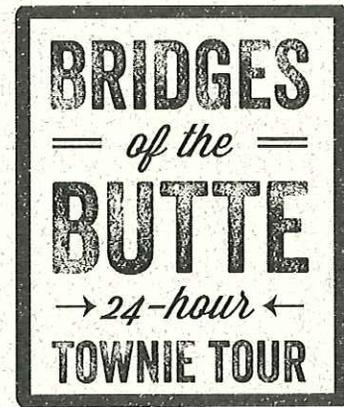
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Drew Smith

April 16, 2015

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



Dear Friends at the Town of Crested Butte,

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

I am writing today in reference to the special event permit for the Adaptive Sports Center's 11th Annual Bridges of the Butte 24-Hour Townie Tour (BOB). This fun and unique event is a Crested Butte style bike-a-thon. Participants raise funds for the ASC by completing laps through the town of Crested Butte to earn pledges. All ages are encouraged to participate and riders can enter as individuals, riding for all 24-hours, or as a team. The 2015 Bridges of the Butte 24-Hour Townie Tour will take place on June 27-28 from 12 p.m. - 12 p.m.

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

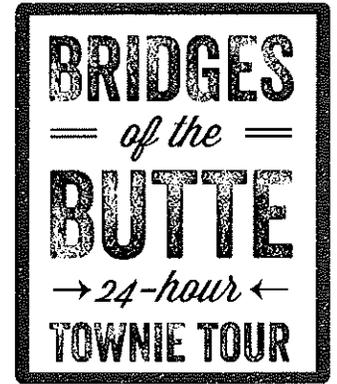
Crested Butte is the birthplace of mountain biking and continues to be a recognized biking capital of the United States. As a stage in USA Pro Cycling Challenge, with amazing hiking, beautiful wildflowers and with thousands of miles of mountain bike trails, Crested Butte is a tourist destination. The Bridges of Butte fundraiser further enhances the biking experience by celebrating the passion of Butties and visitors for town bikes. In 2013 & 2014, we filled the event with 300 riders. We plan to fill the event again this year. Over a third of riders plan their trip to Crested Butte around Bridges of the Butte.

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

Sincerely,

Emily Girdwood
Events Coordinator

Bridges of the Butte 24-Hour Townie Tour
Event Schedule
June 27 – 28, 2015



Saturday, June 27, 2015

8:00 AM: ASC Staff & Volunteers Set up basecamp in the parking lot & basketball court next to the Town Park

9:00 AM: Course marked

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

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

12:00 PM: Tour begins

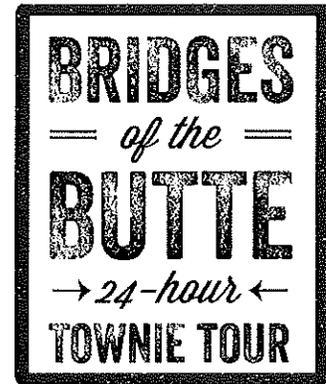
Sunday, June 28, 2015

11:45 AM: Final Lap

12:00 PM: Award Party on Lil's patio

2:00 PM: Basecamp and Course clean up

Bridges of the Butte 24-Hour Townie Tour
June 27 – 28, 2015
Base Camp Description



The Base Camp for the Adaptive Sport Center's 11th Annual Bridges of the Butte 24-hour Townie Tour will be located in the Town Park on the basketball court & in the town parking lot adjacent to the Town Park. No parking will be allowed in this lot.

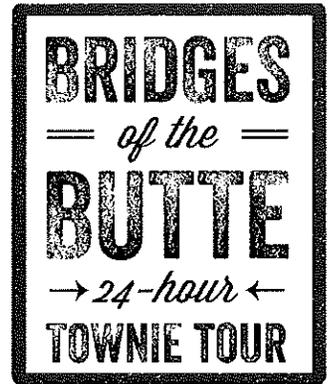
Activities that will take place at the Base Camp are check-in, registration, lap counting and other tour support. This will be our main base of event operations, ASC will be setting up tables, banners, and easy up tents on the basketball court & in the parking lot.

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

Located @ Basketball Courts
@ Center for Arts
Bank of the West Archway



Bridges of the Butte 24-Hour Townie Tour Safety Plan



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

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

These volunteer course marshals will be on course Saturday, June 27 from 12:00pm to 10:00pm and Sunday, June 28 from 7:00am to 12:00pm. Course marshals will also be stationed at Totem Pole Park & the corner of Elk & Second from 1:00am to 2:00am when the bars get out.

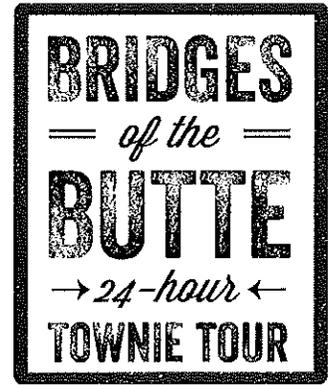
Course marshals will wear ASC volunteer vests to make them easily identifiable. Course marshals will also have a stop/slow sign to help them regulate biker traffic. Course marshals will help to ensure that Bridges participants are following the rules and regulations of the Town of Crested Butte; including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

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

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

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

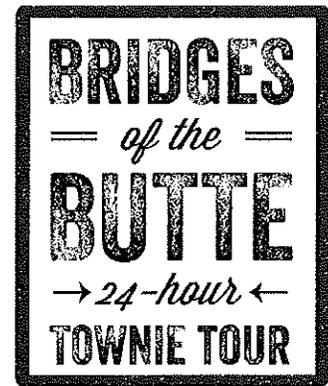
Bridges of the Butte 24-Hour Townie Tour
Additional Services Requested
June 27 – 28, 2015



We request:

- the use of barricades to block off the town parking lot adjacent to the Center for the Arts
- that Parks & Rec demarcate where camping is permitted/safe in town park
- the use of 20 traffic cones to help demarcate the route
- street sweeping to be done prior to the event, if possible
- use of the water truck (or a very long hose) to fill the drums which will hold up the Bank of the West Arch
- that the sprinklers in Town Park, Rainbow Park (by the bike path), by the soccer fields by the 3-way and Totem Pole Park be turned off during the event.
- that any large pot holes be filled in deference to the handcyclist who will be participating in the event
- the ability to access to electric power to set up a temporary electric board for the vendors and ASC needs. This will be done by a licensed electrician.
- parking be blocked off in the following locations:
 - From the alley that runs behind the West End to Second to the corner of Maroon Ave
 - One spot on either side of where the bike path exists Totem Pole Park
 - One spot on either side of where the bike path enters the bridge/path behind Izzy's
 - South side of Elk Avenue from 2nd to 5th Street
- permission to have a small fire in a portable fire pit at base camp. We will respect any fire bans that may be in place.

Bridges of the Butte 24-Hour Townie Tour
June 27 – 28, 2015
Additional Applicant Comments



The Event:

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

Camping:

We are also asking permission to allow participants to set up tents on the grassy strip between the basketball court and the baseball diamond.

Sponsorship & Signage:

We are requesting permission to use our presenting sponsor, Bank of the West's inflatable archway. This arch is 20' long x 14' tall by 3 feet deep. Attached is a graphic representation of what the arch looks like.

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

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

Lighting & Art:

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

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

Vendors:

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

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

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

ADAPTIVE SPORTS CENTER OF CRESTED BUTTE, INC.

is a **Nonprofit Corporation** formed or registered on 12/28/1995 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 19951159505.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/15/2015 that have been posted, and by documents delivered to this office electronically through 04/16/2015 @ 13:39:38.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 04/16/2015 @ 13:39:38 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9159512.

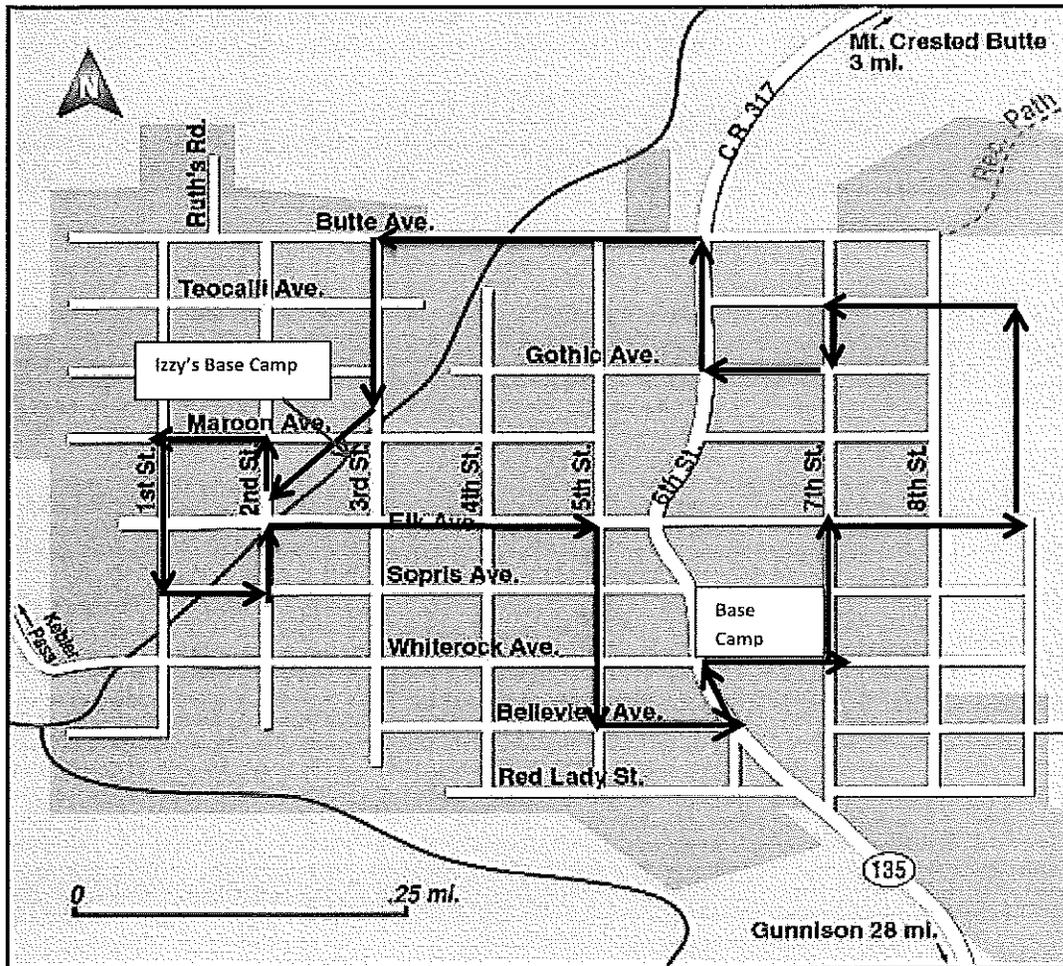


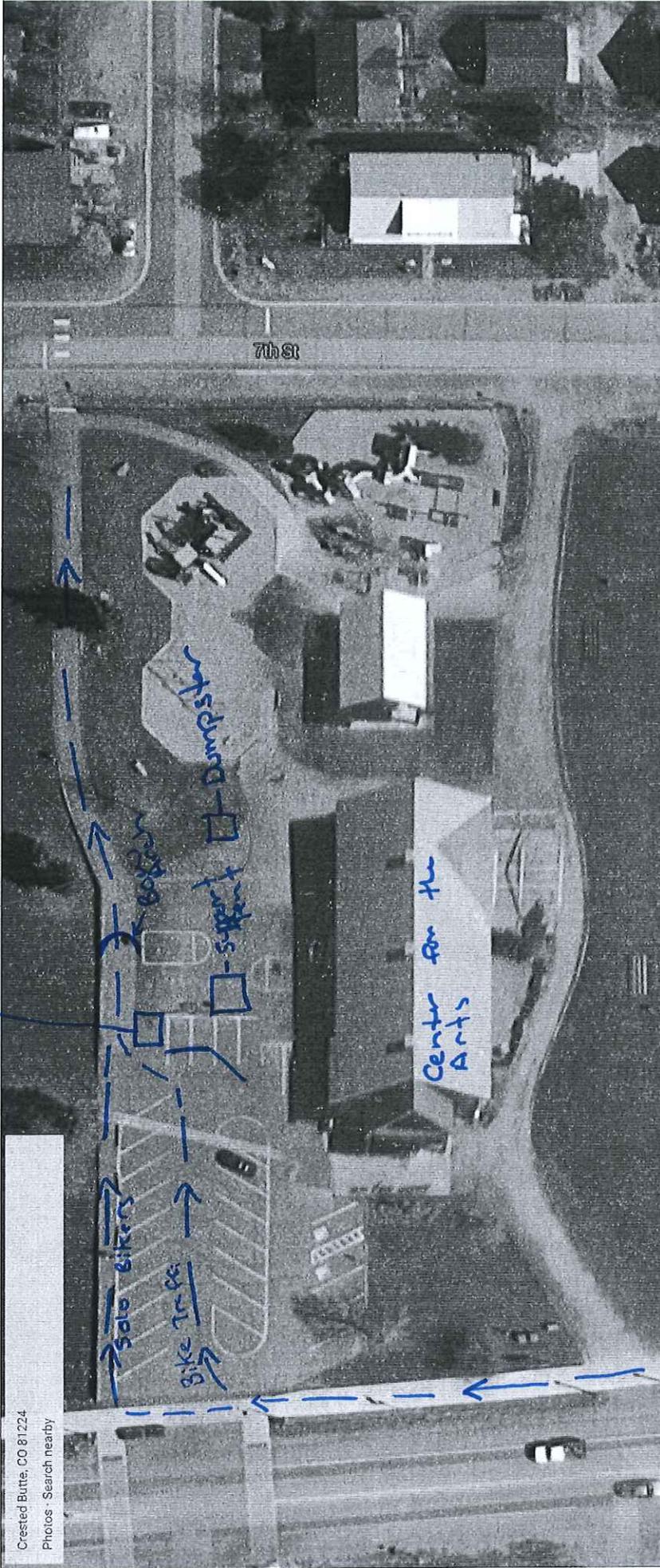
A handwritten signature in cursive script that reads 'Wayne W. Williams'.

Secretary of State of the State of Colorado

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

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation 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 Business Center and select "Frequently Asked Questions."





Crested Butte, CO 81224
Photos - Search nearby

Google

NOTIFICATION OF AMPLIFIED SOUND

Pursuant to Crested Butte Ordinance No. 19, Series 2007 (a.k.a. The Noise Ordinance) please be advised that there will be amplified sound in your neighborhood on the date(s) and time(s) described below during a Town approved Special Event.

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

Event Date(s): June 27 – June 28, 12pm to 12pm

Event Location: Base camp is located in the town park and the event happens all across town.

Scheduled Start Time & End Time of Amplified Sound: Saturday, June 27 from 10:00am to 10:00pm and Sunday, June 28 from 11:00am to 12:00pm

Type of Amplified Sound: Mega Phone & DJ

Event Holder Contact Name: Emily Girdwood, Adaptive Sports Center
Phone: 349-5075

Town Council Approval Date & Time if Applicable: _____

BRIDGES OF THE BUTTE 24-HOUR TOWNE TOUR
JUNE 27-28 (12PM-12PM)

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 McS 5-11-15
Signature Date
Tom Martin
Name (Printed)

Conditions/Restrictions/Comments:

OK

Public Works:

Rodney E Dye 5/8/2015
Signature Date
Rodney E Dye
Name (Printed)

Conditions/Restrictions/Comments:

OK can we meet week
prior to event

Parks and Recreation:

Janna Hansen 5/11/15
Signature Date
Janna Hansen
Name (Printed)

Conditions/Restrictions/Comments:

No Computer on grass, no stakes
in grass on Pitzker tent.
Please indicate a date &
time + how lighting and art will
be removed. Thank you!

Town Clerk:

Lynale Stanford 5-8-15
Signature Date
Lynale Stanford
Printed Name (Printed)

Conditions/Restrictions/Comments:

Town Manager:

Todd Crosssett 5/12/15
Signature Date
Todd Crosssett
Printed Name (Printed)

Conditions/Restrictions/Comments:

BRIDGES OF THE BUTTE 24-Hour Trolley Tour
JUNE 27 & 28, 2015 12 PM - 12 PM

Crested Butte Fire Protection District:

W Scott Wimmer 5/8/15
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:

Good Luck with
your event !!
J

Mt. Express Bus Service:

[Signature] 5/11/15
Signature Date

Chris Larsen
Printed Name (Printed)

Conditions/Restrictions/Comments:

See letter

Official Use Only:

Application Received 4/16/15 Date Distributed 5-6-15

Council Date (if applicable) MAY 18, 2015

Approval Date _____ Method of Approval: Administratively By Town Council

Approval Contingencies see staff report + previous page

Application fee \$ 25 Check # 19244 Date Paid 3/16/15

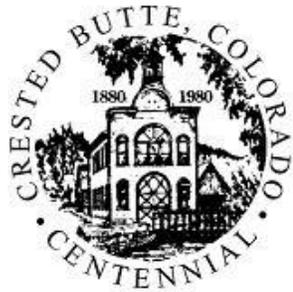
Permit Fee \$ 50 Check # 19244 Date Paid 3/16/15

Local Liquor License Fee _____ Check # _____ Date Paid _____

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

Additional Fee _____ Check # _____ Date Paid _____

Clean Up Deposit \$ 50 Check # 19244 Date Paid 3/16/15 Date Returned: _____



Staff Report
May 18, 2015

To: Mayor and Town Council

Thru: Todd Crossett, Town Manager

From: Janna Hansen, Parks and Recreation Director

Subject: Resolution No. 7, Series 2015 – Resolution of the Crested Butte Town Council Approving the Services Contract with Becker Arena Products, Inc. for the Repair of the Dasher Board System and Components at Big Mine Ice Arena.

Background:

On March 23, 2015 there was a wind event that blew through the Big Mine Ice Arena that knocked over the southern section of the dasher boards. An insurance claim was submitted to CIRSA and Becker Arena Products was contacted. Both CIRSA representatives and representatives from Becker Arena's insurance company performed an on-site inspection. The underlying cause of the failure is still under investigation. Becker submitted a proposal to repair the damage, and a contract in the amount of \$42,725.00 was signed administratively. \$2,965.00 of the \$42,725.00 will be paid for out of the Park Maintenance budget as it is an addition to what was previously in place.

RESOLUTION NO. 7

SERIES 2015

RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE SERVICES CONTRACT WITH BECKER ARENA PRODUCTS, INC. FOR THE REPAIR OF THE DASHER BOARD SYSTEM AND COMPONENTS AT THE BIG MINE ICE ARENA

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

WHEREAS, the dasher board system and related components at the Big Mine Ice Arena (the "**Arena**") have been damage and require repair before the same may be utilized public functions in the Arena;

WHEREAS, Becker Arena Products, Inc. ("**Becker**") installed and has subsequently maintained such dasher board system and related components;

WHEREAS, the Town staff has requested that Becker repair such dasher board system and related components;

WHEREAS, before Becker can commence the repair of such dasher board system and related components, Becker has required that the Town enter into a services contract for Becker to perform such repairs;

WHEREAS, the Town staff recommends that the Town contract with Becker to perform the repairs on the dasher board system and components in the Arena, Becker being the best person to perform such repairs and such repairs being delivered at a competitive rate; and

WHEREAS, based on the foregoing, the Town Council desires to have Becker repair the dasher board system and components, and, on account thereof, finds that entering into the services contract with Becker for Becker's performance of the repair of the dasher board system and components at the Arena is in the best interest of the health, safety and general welfare of the citizens and visitors of Crested Butte.

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

1. **Findings**. The Town Council hereby finds that is in the best interest of the Town, its residents and visitors to enter the services agreement with Becker in substantially the same form as attached hereto as **Exhibit "A"** (the "**Becker Agreement**").

2. **Approval; Authorization of Town Manager.** Based on the foregoing, the Town Council hereby approves the Becker Agreement and hereby authorizes the Town Manager to execute the same.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS ____ DAY OF _____, 2015.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Aaron J. Huckstep, Mayor

ATTEST

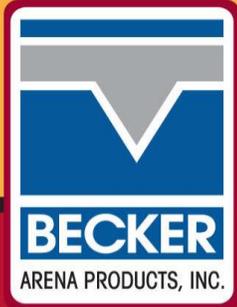
Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

Becker Services Agreement

[attach form here]



Rink Solutions That Perform!



Quotation # 040215-CRE

Revision #

Date: April 28, 2015

Prepared for:
Mr. Peter Curvin
Town of Crested Butte
Crested Butte, Colorado

Our understanding of your current situation:

You have requested pricing for the repair/replacement materials on your dasher system

Our approach to meet your needs:

We are providing pricing for our **BAP6.0 Signature Series** dasher board components along with the installation of all materials as described.

Thank you for considering Becker Arena Products, Inc. as a product supplier and partner in your current project. We have been serving the Sports and Recreation Industry since 1988. We welcome the opportunity to earn your trust with this project by demonstrating our ability to perform to your satisfaction through our staff of professionals, with our versatility, experience, on-time deliveries and commitment to quality.

With Becker Arena Products you will receive a Worry Free project – Guaranteed.

Confidential: This document contains proprietary and confidential information that is owned and is of significant value to Becker Arena Products, Inc. No unauthorized use, disclosure or reproduction of any of this information is permitted without the prior written consent of Becker Arena Products, Inc.

Quotation Details and Options

Becker Arena Products, Inc.

Savage MN 55378

www.beckerarena.com

800-234-5522

Per your recent request, below please find the pricing for the following dasher board system components and installation.

BAP6.0 SIGNATURE SERIES HOCKEY DASHER BOARD SYSTEM COMPONENTS

Becker Arena Products, Inc. shall furnish and install the following new materials based on the information furnished and will include the following items and features.

DASHER FRAMING & FIBERGLASS FACING, POLYETHYLENE CAP RAIL & KICK PLATE

88 total lineal feet of 42" high BAP6.0 *Signature Series* galvanized steel frame dasher boards (Ring panels only)
48 lineal feet of straight panels
40 lineal feet of radius
1/4" thick white high-impact fiberglass dasher facing
1/2" thick x 10" high yellow high-density polyethylene kick plate
3/4" blue high-density polyethylene cap rail
All panels pre-assembled
All panel steel framing hot dip galvanized after fabrication
Drilled in Hilti –HIT-Z-R 5/8" drilled in heavy duty epoxy anchors with threaded end, washers and nuts- reuse anchor plates

GATES

One 3'-0" wide radius access gate with heavy duty hinges and ice side push button latches
1" thick high-density polyethylene thresholds on access gate

TEMPERED GLASS SHIELDING

49.25 lineal feet of **15mm (5/8") x 6'-0"** high tempered glass shielding for the radius corners of the rink complete with two-piece anodized aluminum shield supports
144 lineal feet of **12mm (1/2") x 6'-0"** high tempered glass shielding for the long side of the rink complete with new two-piece anodized aluminum shield supports
Shield termination padding

NETTING

One black nylon puck control net above the shielding on the one long side of the rink including all cable, conduit frame and hardware. One net 11'-2" high x 144' long

INSTALLATION

Becker Arena Products, Inc. will provide an experienced and professional certified installation team for the complete installation of the dasher system. Price includes installation of the new anchors, installing the new and existing dasher boards, new tempered glass shielding with supports and netting with conduit as relates to the damage to the dasher system. Labor (**Non-union labor / non prevailing wage rate labor**).

TOTAL PRICE DELIVERED & INSTALLED

\$ 39,760.00*

OPTION # 1

Supply and Installation of twenty-two external support posts (1 support post per panel)
For the new panels supplied and panels that will be reinstalled.

\$2,965.00 Accept _____

***EXCLUSIONS TO PRICING: City of Crested Butte to furnish a fork lift and personnel lift for our installation crew during the duration of the repair process
Job site to be free of debris and damaged dasher system components
Dashers system components that will be re-used in the repair process must be on site and available to the installers**

Payment terms:

50% due upon placement of order (\$ 19,880.00)
Balance due upon completion of installation (\$)

Please Note: Taxes are the responsibility of the purchaser. Prices do not include special insurance requirements, or applicable permits and/or license fees. All payment terms are based on credit approval.

This proposal is subject to Becker Arena Products, Inc. Standard Terms and Conditions and Limited Warranty and may be withdrawn without penalty at any time before contract execution. If accepted, please sign and return one copy and retain a copy for your files. When approved by one of our officers and returned, it becomes a binding contract. This proposal is subject to change, withdrawal or cancellation until accepted by you. If Becker Arena Products, Inc. have not received your acceptance within 30 days from the date hereof, this proposal shall automatically expire. Becker Arena Products, Inc. retains a security interest in all products covered in this agreement until all sales' terms have been met. In addition, the purchaser agrees to sign any additional documents for Becker Arena Products, Inc. to perfect its security interest in the products.

The above proposal is accepted:

Purchaser Signature

Becker Arena Products, Inc.

Title

Title

Print Name

Print Name

Date

Date

Becker Arena Products, Inc.

STANDARD TERMS AND CONDITIONS

1. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, as applied to contracts executed in and performed wholly within the State of Minnesota.

2. Delays. Becker Arena Products, Inc. (Seller) will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of the goods, or for any damages suffered by the Purchaser by reason of such delay, including liquidated or actual damages.

3. Arbitration. Any and all controversies or claims arising out of or relating to this contract or the performance or breach thereof shall be settled by arbitration in Minneapolis, Minnesota in accordance with the then existing rules and procedure of the American Arbitration Association.

4. Mechanic's Lien or Bond Rights. Nothing herein shall be deemed to waive or affect Seller's right to assert a mechanic's lien against the property on which the goods are installed or to make a claim against any bond. Purchaser agrees to provide any and all information requested by Seller, within three (3) calendar days, to allow Seller to preserve or effectuate its mechanic's lien or bond rights.

5. Change Orders. A change order will be required for any additional work to be performed or materials to be supplied by the Seller, which is not included in the contract or is a result of the Purchaser's failure to comply with the terms and conditions as described herein. A change order must be filled out by the Seller and signed by the Purchaser before any work commences or material is ordered and/or shipped.

6. Production Schedule, Installation Schedule, and Storage. When Seller has received and accepted the contract along with signed approval drawings and credit approval, they will have up to 8 weeks to produce and deliver the rink provided that there are no custom materials needed. Custom materials will include non-standard colors and/or materials. The Purchaser will be contacted after the receipt of the required information to coordinate a shipping date and an installation date(s) (if cast-in-place anchors). This date will serve as the contract delivery date and will be used to schedule production, delivery, and installation. The Owner/Purchaser will be contacted 21 days prior to shipping to confirm that the site will be ready. If the Purchaser's site is not ready or will not be ready on this date, the following will occur:

- A. Seller may choose whether or not to produce the rink according to its production schedule. If they produce the rink on schedule, it will be stored at Becker Arena Product's location of business and storage fees will be charged to the Purchaser at the rate of \$US 300 per week. All payments will be due according to the terms from the original ship date. If the Seller chooses to delay production to coincide with the new ship date, no storage fees will apply and payment will be due according to the terms from the original ship date. If payment in the contract is a net full payment due, the time will start from the original ship date and not the adjusted ship date.

- B. A new shipping installation date will be coordinated with Seller's installation department and confirmed with the Purchaser. The Seller will reschedule the installation for the next available date according to the
- C. Seller's installation schedule. In some cases, the site delay may cause additional charges. This includes, but is not limited to, wages, remobilization, and equipment rental, to be paid by the Purchaser.
- D. If the Purchaser's site is not ready when the Seller's installation crew arrives, additional costs will be charged to the Purchaser. This includes, but is not limited to wages, travel, lodging, meals, equipment rental and changes in Becker Arena Product's installation schedule.

7. General Site Requirements. The following criteria must be met or extra charges may apply, and delays will be incurred, if the site is not in compliance when Seller is ready to deliver and install the goods:

- A. Concrete and Floor Work: All concrete work is to be completed and allowed to cure, according to job specifications and/or refrigeration contractors requirements, before the date installation is scheduled to begin.
- B. The levelness of the perimeter concrete, where the rink is to be installed, must be within 1/8" of levelness for every 10' in length and no more than 1/4" difference in height over the length and width of the perimeter surface.
- C. For sand floors, the first 6" from the front of the curb, where the rink is to be installed, must be within 1/16" of flatness from the inside edge outward and meet the levelness and flatness conditions specified above, Sand floors are not to be final graded prior to dasher board installation.
- D. Expansion joints, which are to be covered completely by the rink, are to be within 1/2" of straightness from end to end and side to side. The distance from side to side and end to end of the outside edge of the expansion joint is to be within 1/2" of the required dimension for the frame to cover it.
- E. If, upon arrival, the perimeter concrete is inspected and does not meet the specifications for levelness, flatness, straightness and size, the following will occur:
 - 1. Seller's Representative will determine if rink can be shimmed or adjusted/cut to achieve desired levelness, fit and/or expansion joint coverage while maintaining the structural integrity of the rink. If so, the additional time and materials to do this will be paid by the Purchaser. A change order must be filled out by the Seller's Representative and signed by the Purchaser before any work commences.
 - 2. If the rink cannot be shimmed or adjusted to the desired levelness and/or coverage while maintaining the structural integrity of the rink, the Purchaser will be responsible for fixing the surface to meet specifications. All associated costs for this are the sole responsibility of the Purchaser.
 - 3. The Seller will accept contracts that are retrofit projects with the understanding that the condition of the underlying perimeter concrete work meets the specifications stated above. If, after removal of the existing rink, the concrete does not meet these conditions, points 'A' and "B" from above will apply.

8. Requirements for Rink Installations:

(Refer to the enclosed "Site Requirements Form")

9. Walk Through Inspection. When Seller's work is complete or near complete, Purchaser or the Purchaser's Representative (including general contractors and architects) must be available for a final walk through inspection with the Seller's Representative. Any parties who do not attend the walk through will forfeit their right to submit punch list items. A final punch list of items to be completed or repaired will be prepared as a result of this walk through. Any item not included on the final "punch list" will not be the responsibility of the Seller unless it is covered by the Seller's Warranty.

10. Shop Drawings and Non-standard Shielding. Preparation of shop drawings will not commence until after the signed contract has been delivered to Seller. Production will not commence until Seller receives approved shop drawings. Field measured, tempered glass (non-standard sizes) may require an additional 3-4 weeks for delivery after completion of installation.

11. Polyethylene. All polyethylene used to manufacture the rink shall be virgin material. All colors shall match within manufacturer's tolerance. Seller will not be responsible for replacing polyethylene that conforms to manufacturer's color tolerance. During manufacturing, all panels shall have the polyethylene overhang past the frame a minimum of 1/16" on each end to allow for contraction of the material due to temperature change in the field. Seller shall not be responsible for material contraction gaps between panels due to temperature change if it adheres to these manufacturing requirements.

12. Material Check-in. The Purchaser shall be responsible to verify the shipment for quantities and any damage caused from shipping for jobs that include installation supervision or are supply only. Any quantity variances and/or damage must be noted and reported to the Project Manager by filling out the Material Check-in Form and faxing it to the Project Manager. Missing/damaged items must be reported within 24 hours of receipt to receive credit. All boxes will be clearly marked by the Seller. The Ship list will clearly identify the contents and quantities of the shipment. It is the responsibility of the Purchaser to verify that all box numbers in the hardware crate are accounted for, not to open and count each individual item in a box. The Purchaser must count anything that is not boxed.

BECKER ARENA PRODUCTS

SITE REQUIREMENTS FORM – CONCRETE FLOOR

To: _____ Fax: _____
Project: _____ Date: _____
From: _____

In order to install your system within the quoted price, the following 9 line items must be in place before installation begins. The Purchaser will be solely responsible for signing this Site Requirements Form, any future correspondence relating to this project, and the Final Project Walk-Through. The Purchaser must print and sign their name at the bottom of this form, and return with contract to Becker Arena Products, Inc. Upon receipt, Becker Arena Products Inc. will initiate the production process.

1. The site must be accessible to a tractor-trailer and industrial forklift. Driveways to the system slab/surface must support all necessary equipment.
2. The concrete slab/surface must support at least a 5000lb forklift. Becker Arena Products, Inc. will accept no responsibility for damage to the system slab/surface caused by driving a forklift on the system slab/surface.
3. Power outlets with no less than a 30amp breaker must be within 50'of the system slab/surface or a portable generator with a minimum of 5KW power rating.
4. The slab/surface will be broom clean and work area will be free of all materials and debris.
5. A dumpster (minimum size of 10 yards) and/or an area for trash must be available within 100'of the system slab/surface so the installers can remove their debris.
6. All overhead work, including but not limited to painting, electrical, HVAC, and insulation must be completed in the system and the building must be enclosed and lockable.
7. Adequate lighting must be provided.
8. The corners of the system must be located and pinned by a surveyor.
9. Building temperature must be no warmer than 65 degrees Fahrenheit. Building temperature over 65 degrees Fahrenheit will cause HDPE to expand, this may cause large gaps between panel sections once the ice is installed.

Please indicate any special site requirements.

This form must be signed by the Purchaser and returned to Becker Arena Products, Inc. (with contract) before system production begins and installers can be scheduled. When job is completed or nearing completion, the Purchaser must be available for a final walk-through to inspect the system with Becker Arena Products Installation Supervisor. This will be the Purchaser's chance to formulate a final punch list of items left unfinished or needing to be changed. All items not listed on the punch list will not be considered a punch list item, and unless covered by Becker Arena Products warranty, will be replaced at the Purchaser's expense. Delays or extra work and expenses caused by the site not being ready will be charged to the Purchaser.

Purchaser's Signature: _____ Date: _____

BECKER ARENA PRODUCTS, INC.

2 YEAR LIMITED WARRANTY

1. **What Is Covered By This Limited Warranty** - Becker Arena Products, Inc. ("BAP") warrants to the original purchaser ("Purchaser") that the BAP rink system (the "Rink System") that is subject of this sale (a) conforms to BAP's published specifications and (b) is free from defects in material or workmanship. The duration of this warranty is two years from the date of delivery to the original Purchaser. In the event of any claim of defect during the warranty period, Purchaser shall promptly notify Seller in writing of the claimed defect. Within a reasonable time after such notification Purchaser shall provide Seller full access to the products to inspect, repair, and/or replace the products in question. Seller's sole obligation shall be to correct any actual defect by repair, replacement, or adjustment as determined in Seller's sole discretion. In no event shall notification be effective if received by BAP later than 25 months from date of delivery of the Rink System. These remedies are Purchaser's **exclusive** remedies for breach of warranty.
2. **What Is Not Covered By This Warranty** – BAP does not warrant (a) any product, component or parts not manufactured by BAP, (b) defects caused by failure to provide a suitable installation environment for the Rink System, (c) defects caused by failure to follow BAP's Rink System maintenance schedule, (d) damage caused by use of the Rink System for purposes other than those for which it was designed, (e) damage caused by a disaster such as fire, flood, wind or lightening, (f) damaged caused by unauthorized attachments or modifications to the Rink System, (g) damage during shipment, or (h) any other abuse or misuse by Purchaser or the Rink System.
3. **Disclaimer Of Warranty** – THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES FOUND UNDER ARTICLE 35(2)(a) AND (b) OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS 1980.
4. **Limitations Of Remedies** – In no case shall BAP be liable for any special, incidental or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings revenue, loss of use of Rink System or any associated equipment, cost of capital, cost of any substitute equipment, facilities or service, downtime, the claims of third parties (including customers) and injury to property. This limitation does not apply to claims for personal injury. Some states do not allow limits on warranties or on remedies for breach in certain transactions. In such states, the limits in this Section 4 and in Section 3 above may not apply.
5. **Time Limit For Bringing Suit** – Any action for a breach of warranty must be commenced within 27 months following delivery of the Rink System.
6. **No Other Warranties** – Unless modified in a writing signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement. No employee of BAP or any other party is authorized to make any warranty in addition to those made in this agreement.
7. **Allocation Of Risk** – This warranty allocates the risk of product failure between BAP and Purchaser. This allocation is recognized by both parties and is reflected in the price of the Rink System. Purchaser acknowledges it has read this warranty, understands it and is bound by its terms.



Staff Report
May 18, 2015

To: Mayor and Town Council

Thru: Todd Crossett, Town Manager

From: Janna Hansen, Parks and Recreation Director

Subject: Acceptance of Grant Award Agreement with the Upper Gunnison River Water Conservancy District to Pipe the McCormick Ditch

Background:

In February of 2015, the Town of Crested Butte applied for grant funding with the Upper Gunnison River Water Conservancy District (UGRWCD) to pipe the McCormick Ditch from 6th to 7th Street. This project was identified as a need in the November 2014 McCormick Ditch Feasibility Design Report as part of Western Resource Advocate's (WRA) Rushing Rivers Project to protect in-stream flows in Coal Creek. This project is in partnership with WRA and High Country Conservation Advocates (HCCA).

Recommendation: Accept the grant award from the UGRWCD to pipe the McCormick Ditch from 6th to 7th Street in the amount of \$13,150.00.

RESOLUTION NO. 8

SERIES NO. 2015

**RESOLUTIONS OF THE CRESTED BUTTE TOWN
COUNCIL APPROVING THE FUNDING AGREEMENT
WITH THE UPPER GUNNISON RIVER WATER
CONSERVANCY DISTRICT TO PIPE THE MCCORMICK
DITCH FROM 6TH TO 7TH STREETS**

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

WHEREAS, the Town staff has recommended to the Town Council that the Town pipe the McCormick Ditch from 6th to 7th Street to, among other reasons including making the delivery of water in the McCormick Ditch more efficient by reducing water loss, make the Ditch safer for pedestrians and animals;

WHEREAS, the Town staff has, in support of such recommendation, presented to the Town Council that the Upper Gunnison River Water Conservancy District (the "**Upper Gunnison**") is willing to partially fund such McCormick Ditch piping project;

WHEREAS, in connection with partially funding such McCormick Ditch piping project, the Upper Gunnison has required that the Town enter into a Funding Agreement with the Upper Gunnison; and

WHEREAS, the Town Council finds hereby that entering into a funding agreement with the Upper Gunnison in order to obtain partial funding to undertake the McCormick Ditch piping project is in the best interest of the health, safety and general welfare of the citizens and visitors of the Crested.

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

1. **Findings**. The Town Council hereby finds that entering into a funding agreement with the Upper Gunnison for the purposes of partially funding the McCormick Ditch piping project is in the best interest of the Town.
2. **Approval; Authorization of Town Manager**. Based on the foregoing, the Town Council hereby approves the funding agreement with the Upper Gunnison in substantially the same form as attached hereto as **Exhibit "A"**. The Town Manager is hereby authorized to execute the funding agreement.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS ____
DAY OF _____, 2015.

TOWN OF CRESTED BUTTE

By: _____
Aaron J. Huckstep, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

Funding Agreement

[attach approved form here]

FUNDING AGREEMENT

This Funding Agreement is made and entered into between the Upper Gunnison River Water Conservancy District (District) and Town of Crested Butte, a Home Rule Town (Grantee) effective as of the date of the District's execution hereof.

RECITALS

A. The District is a Water Conservancy District created pursuant to the Water Conservancy Act, §37-45-101, *et seq.*, Colorado Revised Statutes.

B. The District was established to conserve the waters within the District in order to accomplish the greatest possible use for irrigation, domestic, municipal, industrial, mining, and all other beneficial purposes, and to defend and protect the waters of the District.

C. A mission of the District is to encourage the in-basin beneficial use and maintenance of high quality standards for the water resources of the basin.

D. The District has determined that an appropriate means to effect its purposes and accomplish its mission is to provide financial assistance to persons constructing projects that enhance water supply and stream conditions within the District.

E. The District has adopted an amended policy for consideration of financial assistance requests (Policy).

F. Grantee proposes to perform the McCormick Ditch Piping Project described in *EXHIBIT A* attached hereto (Project) and has made application to the District for financial assistance pursuant to and in compliance with the District's Policy.

G. The Project is consistent with the purposes and the mission of the District.

H. The District has reviewed the Project pursuant to its Policy and desires to assist with the funding of the Project subject to the terms and conditions of this Agreement, and Grantee desires to receive such financial assistance from the District as provided in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the reciprocal promises contained in this Agreement, the District and Grantee agree as follows.

1. Grantee's Project Plan and Use of Grant Money.

1.1 The total cost of the Project approved for a funding contribution by the District is estimated by Grantee to be \$45,510.00 as documented in *EXHIBIT A*.

1.2 The grant amount awarded to Grantee by the District is \$13,150.00. The grant funds advanced by the District to Grantee shall be used only for materials identified in the Project Budget in the Application for Funding attached as *EXHIBIT A*, as approved by the District in awarding the grant.

1.3 The estimated date for commencement of the Project is June, 2015. The estimated date for the completion of the Project is October, 2015.

2. District's Financial Assistance.

2.1 The grant funds will be paid to Grantee as follows: Upon completion of the Project, Grantee shall submit a Request for Final Payment together with an itemized statement for expenditures on the Project. Such statement shall include invoices for materials received and installed in the Project and paid for by Grantee, or to be paid upon receipt of funds from the District.

2.2 The Request for Final Payment shall include:

2.2.1 A representation and warranty by Grantee that all of the amounts due and payable for the materials approved by the District for funding during the period covered by the Request for Final Payment have been paid or, alternatively, a covenant that such amounts will be paid with the funds advanced to Grantee by the District in response to the Request for Final Payment.

2.2.2 A representation and warranty by Grantee that all work done on the Project has been completed in a good and workmanlike manner and in accordance with the specifications contained in *EXHIBIT A*.

2.3 After review of the Request for Payment, the District may:

2.3.1 Require such additional documentation as the District deems necessary;

2.3.2 Conduct a joint inspection of the Project with Grantee to review work completed;

2.3.3 Make adjustments to the amount of funds requested by Grantee in its sole discretion.

2.4 The District shall disburse the grant amount, or so much thereof as is approved, within thirty days after approval of the Request for Final Payment by the District.

3. Grantee's Additional Responsibilities and Liabilities.

3.1 Grantee shall be responsible for making all Agreements and assuring the acquisition of all interests in property or other rights and all permits or other governmental approvals needed to complete the Project.

3.2 Grantee shall be responsible for the acts, errors and omissions of Grantee and its employees, consultants, agents, and any other persons employed or retained on behalf of Grantee in connection with the Project and for the acts, errors and omissions of the Project's owners and users. Grantee agrees to indemnify, hold harmless, and defend the District and its directors, officers, employees, agents, and attorneys for the actions, errors and omissions of Grantee and Grantee's employees, consultants, agents, and any other persons employed or retained on behalf of Grantee in the performance of this Agreement and for the acts, errors and omissions of the Project's owners and users. The parties recognize that the District is a governmental entity subject to the provisions of the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, Colorado Revised Statutes.

3.3 Grantee warrants performance of this Agreement and the completion of all work required for the Project. Grantee and any persons working on its behalf shall at all times comply with all applicable local, state, and federal laws and regulations. Not by way of limitation of the foregoing, it is specifically agreed that neither Grantee nor any persons working on its behalf on the Project shall discriminate against any person because of age, race, sex, national origin, ancestry, disability, or religion.

3.4 Grantee represents and warrants to the District that the person executing this Agreement on behalf of Grantee has full power and authority to execute this Agreement, and that this Agreement constitutes a valid and binding obligation of Grantee.

4. Authorized Representatives, Addresses.

4.1 The District designates Frank J. Kugel, General Manager, as its representative to act for the District in connection with this Agreement. All communication with the District shall be directed to:

Frank J. Kugel, General Manager
210 West Spencer, Suite B
Gunnison, CO 81230
Telephone: (970) 641-6065
fkugel@ugrwcd.org

4.2 Grantee designates Janna J. Hansen as its representative to act for Grantee in connection with this Agreement. All communication with Grantee shall be directed to:

Janna J. Hansen
507 Maroon Avenue
Crested Butte, CO 81224
Telephone: (970) 349-5338, ext. 110
JHansen@crestedbutte-co.gov

5. Miscellaneous.

5.1 Assignment. The Agreement involves the grant of public money for public purposes. Consequently, this Agreement shall not be assigned by Grantee without the District's prior written approval, which may be withheld in the District's sole discretion.

5.2 Binding Effect. This Agreement shall be immediately binding upon both parties and their respective successors, if any.

5.3 No Partnership, Joint Venture or Third Party Beneficiaries. This Agreement is not intended to and does not create any partnership, joint venture or similar relationship between the District and Grantee or any other persons or entities. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the District and Grantee, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other or third person or entity. It is the express intent of the parties to this Agreement that any person or entity receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

5.4 Additional Limitations on the District's Responsibilities. The District's involvement with the Project's construction and operation shall be limited to payment of the stated sum in the form of a grant to Grantee. The District shall not be responsible for or in control of the Project's feasibility, implementation, operation, maintenance, repair, or replacement.

5.5 Remedies. If Grantee is in breach or default of any obligation under this Agreement, the District may give Grantee written notice of such breach or default. Upon receipt of such notice, within thirty days Grantee shall both cure such breach or default and provide the District evidence of such cure. If Grantee fails to cure any such breach or default within thirty days, the District may terminate this Agreement and Grantee shall be required to promptly repay to the District the full

EXHIBIT A

EXHIBIT A
UGRWCD_CRESTED BUTTE FUNDING AGREEMENT
Page 1 of 10 pages.

UPPER GUNNISON RIVER WATER CONSERVANCY DISTRICT
2015 GRANT APPLICATION

Date Received (for UGRWCD use only): _____

Project Title: *McCormick Ditch Piping Project*

Applicant : Town of Crested Butte

Contact Information:

Name: Janna J. Hansen

Address:
507 Maroon Ave
Crested Butte, CO
81224

Phone: 970.349.5338 x 110 Fax: 970-349-6626 Email: JHansen@crestedbutte-co.gov

Estimated Start Date June, 2015 Estimated Completion Date October, 2015

Amount of Funding Request:
\$13,150

Match Amount provided (all sources): \$32,360 secured

Total Project Cost: \$ 45,510

Project Description:

The McCormick Ditch (the "ditch") serves the Town of Crested Butte (the "Town") and the Verzuh Ranch with municipal parks and agricultural irrigation water drawn from Coal Creek. The water rights associated with the ditch date to 1906 and 1961 adjudications (see Appendix D). The ditch currently consists of an unlined earthen canal that winds its way through a portion of the Town of Crested Butte and conveys adjudicated water rights totaling 10 cfs.

The open ditch presents significant maintenance challenges and public safety concerns for the Town. Property owners use the ditch to dispose of lawn clippings and trash. Debris frequently causes stoppages against the grate and occasionally causes the Town's streets to flood. Farther down, from 7th to the Rainbow Park tailgate, the ditch is piped. This piped section must frequently be cleaned out by the Town because of debris that flows down from the open section. When this debris reaches the Rainbow

EXHIBIT A
UGRWCD_CRESTED BUTTE FUNDING AGREEMENT
Page 2 of 10 pages

Field pump system it also can clog the pump structure there, requiring that Town personnel clean the filter.

The Town's Parks and Recreation and Public Works Department uses public resources to maintain and unclog the ditch on a routine basis. Parks personnel check the grates and the filter at the Rainbow Park pumphouse on a daily basis. Twice a week they walk the unpiPED length of the McCormick Ditch to check for debris and stoppages. Two people from the Town spend an average of 30 minutes per work day to maintain the ditch, clear two grates and clean the filters at the pump station at Rainbow Park. The Parks and Recreation Department estimates that this personnel time amounts to 5 hours a week during the 20 week irrigation season, for a total of roughly \$3,500 in personnel time annually.

Because the McCormick Ditch is unlined and unpiPED, a portion of the water diverted is lost to seepage, evaporation, and phreatophytes. The Town would like to make the following improvements to the ditch system:

- 1) Pipe McCormick Ditch from 6th to 7th St.

Piping the open segment from 6th to 7th would eliminate safety concerns associated with the ditch, eliminate occasional flooding from blockages, reduce maintenance associated with the ditch, and create municipal efficiency savings. The piping of McCormick Ditch from 6th to 7th will result in estimated water savings of 5.3 acre-feet per year (calculated based on estimated seepage reduction and reduced phreatophytic and evaporative losses).¹

The applicant is seeking UGRWCD funding to cover part of the materials needed to complete the piping of McCormick Ditch from 6th to 7th.

Please see Appendix A, Detailed Project Description and Budget, and Appendix B, McCormick Ditch Feasibility Design Report, for additional details and for information on how the proposed project will meet UGRWCD goals and objectives. Appendix C provides engineering designs for the piping. Appendix D provides the Town's ditch decrees for McCormick.

¹ The total amount of efficiency savings noted in the SGM Report amounts to 15.5 af annually. This number includes the piping associated with 4th and 6th streets. The 5.3 af number used here reflects the portion of the project piping 6th-7th.

APPENDIX A: Detailed Project Description and Budget

I. Introduction

The McCormick Ditch (the "ditch") serves the Town of Crested Butte (the "Town") and the Verzuh Ranch with municipal parks and agricultural irrigation water drawn from Coal Creek. The water rights associated with the ditch date to 1906 and 1961 adjudications (see Appendix D). The ditch currently consists of an unlined earthen canal that winds its way through a portion of the Town of Crested Butte and conveys adjudicated water rights totaling 10 cfs.

The open ditch presents significant maintenance challenges and public safety concerns for the Town. Property owners use the ditch to dispose of lawn clippings and trash. Debris frequently causes stoppages against the grate and occasionally causes the Town's streets to flood. Farther down, from 7th to the Rainbow Park tailgate, the ditch is piped. This piped section must frequently be cleaned out by the Town because of debris that flows down from the open section. When this debris reaches the Rainbow Field pump system it also can clog the pump structure there, requiring that Town personnel clean the filter.

The Town's Public Works and Parks and Recreation Departments use public resources to maintain and unclog the ditch on a routine basis. Parks personnel check the grates and the filter at the Rainbow Park pumphouse on a daily basis. Twice a week they walk the unlined length of the McCormick Ditch to check for debris and stoppages. Two people from the Town spend an average of 30 minutes per work day to maintain the ditch, clear two grates and clean the filters at the pump station at Rainbow Park. The Parks and Recreation Department estimates that this personnel time amounts to 5 hours a week during the 20 week irrigation season, for a total of roughly \$3500 in personnel time annually.

Because the McCormick Ditch is unlined and unlined, a portion of the water diverted is lost to seepage, evaporation, and phreatophytes. The Town would like to make the following improvements to the ditch system:

- 1) Pipe McCormick Ditch from 6th to 7th St.

Piping the open segment from 6th to 7th would eliminate safety concerns associated with the ditch, eliminate occasional flooding from blockages, reduce maintenance associated with the ditch, and create municipal efficiency savings. The piping of McCormick Ditch from 6th to 7th will result in

EXHIBIT A
UGRWCD_CRESTED BUTTE FUNDING AGREEMENT
Page 4 of 10 pages

estimated water savings of 5.3 acre-feet per year (calculated based on estimated seepage reduction and reduced phreatophytic and evaporative losses).¹

The applicant is seeking UGRWCD funding to cover part of the materials needed to complete the piping of McCormick Ditch from 6th to 7th.

Significant matching funds and in-kind contributions have been obtained from the Town of Crested Butte, Western Resource Advocates (WRA), and High Country Conservation Advocates (HCCA).

The Town has approved \$5,000 in its 2015 budget to go toward materials for the piping project. The Town has also agreed to contribute \$10,000 in labor and equipment for the piping of the ditch from 6th to 7th. The combined total of the Town's matching contributions (\$5,000 for materials; \$10,000 for in-kind) will amount to \$15,000. The Town has also agreed to take on additional contingency costs if necessary.

WRA estimates that at the completion of the project it will have contributed \$3,820 in personnel time and \$765 in administration costs during project development. WRA has also already contributed \$10,755 within the last 9 months to pay consulting costs for the project feasibility study.² The total amount of the WRA contribution amounts to \$15,360.

HCCA has contributed approximately \$2,000 of in-kind personnel time for grant writing and project development.

Thus, approximately \$32,360 of project support has already been accounted for. Nonetheless, to see this project through to fruition, the Town needs to secure an

¹ The total amount of efficiency savings noted in the SGM Report amounts to 15.5 af annually. This number includes the piping associated with 4th and 6th streets. The 5.3 af number used here reflects the portion of the project piping 6th-7th.

² WRA matching and in-kind contributions.

| Expense | 9-month period (ending Feb. 2015) |
|--|--|
| Personnel | \$3,820 |
| Professional Fee #1 SGM (Feasibility Study) | \$10,775 |
| Administrative Costs | \$765 |
| TOTAL | \$15,360 |

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additional \$13,150 for materials. The Town is requesting \$13,150 from the Upper Gunnison River Water Conservancy District to provide the final funding necessary to complete the McCormick Ditch Piping Project.

II. Project Sponsors and Participation

-The Town of Crested Butte is a water rights holder in the McCormick Ditch. The Town is the contracting entity and will provide in-kind donations of equipment and labor. The Town will be the primary contact for construction (see detailed budget below for in-kind descriptions). The Town will also facilitate completion of the project through obtaining necessary permits and overseeing project implementation. As the contracting entity, the Town will oversee project implementation and invoice funders for project work. Upon completion of the piping the Town will provide a report with pictures of the project outcome.

-High Country Conservation Advocates (formerly known as High Country Citizens' Alliance), is a regional conservation group founded in 1977, dedicated to preserving the rivers, wild places and wildlife in the Upper Gunnison River basin. HCCA is based in Crested Butte and has over 800 members. It is a 501 (c) (3) non-profit, and its programs are supported by individual donations, memberships and grants. HCCA's role in the proposed project includes assisting the Town to secure the final funding necessary to make this project possible.

-SGM is the engineer and designer of the project. They have previously designed a similar diversion reconstruction upstream on Coal Creek for the Halazon Ditch.

- WRA is an environmental organization with offices in Colorado, Utah, Arizona, Nevada and New Mexico. One of WRA's three primary focus areas is water. WRA works to protect healthy flows in rivers and to promote the efficient use of water resources. WRA has worked with HCCA and other local groups since 1998 and is currently working with the Coal Creek Watershed Coalition and the Town on the Rushing Rivers Project.

- Bill Lacy is a water rights holder on McCormick Ditch. The Town has discussed the project with him and is willing to cooperate to accommodate his irrigation schedule and to ensure that the pipe capacity can deliver the full share of his water rights.

III. Project Benefits

Upon completion of the project, the Town and the public will realize the following benefits:

- A closed, safer ditch system.
- Piping the ditch will eliminate occasional flooding of the streets of Crested Butte from debris stoppage.
- Cost savings- After completion of the project the Town will be able to avoid using public resources to clean and unclog the ditch and filters at Rainbow Park. Currently, this cost amounts to roughly \$3,500 in personnel time annually.
- Water savings of 5.3 af annually through the efficient use of water from preventing seepage, evaporative, and phreatophyte losses of water. The water efficiency savings created by this project and others identified by the efficiency audit could reduce the Town's impact on Coal Creek and its riparian habitats.
- Enhancement of a collaborative partnership between the Town of Crested Butte, environmental organizations, and local irrigators.
- Reduced contamination of ditch water caused by proximity of the open ditch to residential units.

IV. How does this project help to fulfill the District's mission and meet eligibility requirements?

This project is appropriate and is consistent with the Upper Gunnison River Water Conservancy District's mission. The *Municipal Outdoor Irrigation System-Wide Improvement Project* takes a proactive approach to increasing municipal water use efficiency while protecting existing uses in the Upper Gunnison River Basin.³

The proposed project is located within the boundaries of the District. It also meets the UGRWCD eligibility criteria because it will improve the Town of Crested Butte's water supply and increase the Town's water use efficiency. Piping the McCormick ditch will reduce the amount of water the Town needs to divert from Coal Creek by 5.3 af annually. The project will improve an existing water supply by eliminating maintenance costs and stoppages associated with the ditch.

³ The District's statutory purposes include the enhancement of beneficial uses for municipal purposes and for water use efficiency projects.

In addition to meeting the aforementioned eligibility requirements, the project is consistent with the District's values. The Town of Crested Butte is adopting smart water efficiency policies and eliminating flooding. The efficiencies gained from piping will require that less water be diverted to irrigate, potentially supporting ecological, recreational, and aesthetic uses of Coal Creek. Finally, this project will foster collaboration between local and statewide environmental entities and the Town of Crested Butte.

V. Technical Information

In addition to the information provided herein, the project proponent has a feasibility report conducted by SGM consultants (Appendix B).⁴ Additional project design documents are attached (Appendix C). Decrees discussing the Town's water rights are attached (Appendix D).

VI. Timeline and Tasks

McCormick Ditch Piping Project⁵

Pipe the McCormick Ditch from 6th to 7th St. The proposed design improvements for the McCormick Ditch are illustrated in Figure 4-1 and consist of placing ditch flows in a 24-inch diameter pipe along the north side of Teocalli Drive that would be extended through the property when it is developed.

Features of the design include:

- 400 LF 24-inch diameter HDPE pipe
- 1 x 48-inch manhole to access pipeline for cleaning, debris removal, maintenance etc. as necessary
- Screened entrance
- Connection to existing pipeline along Teocalli Avenue between 6th and 7th Street
- Valved connection to lateral serving Gothic Park Irrigation

⁴ Please note that several of the cost estimates have been reduced from the numbers reflected in the SGM report. The Town has extensive public works experience and has lowered the costs of contingency for this project. Additionally, only one portion of the project, Task 2, will require additional engineering.

⁵ Please see attached design plans for detailed schematics of the piping design project.

Timeline: The timeline for completion of this task will be scheduled at a time when shutting off the water supply to the ditch does not interfere with irrigation at Verzuh Ranch. The Town of Crested Butte anticipates shutting off the water to the ditch on August 15, 2015 after Billy Jo Lacy has finished irrigating. The Town will begin working on installation after the ditch has dried at the start of September and the task will be completed before snowfall.

VII. Deliverables

The Town of Crested Butte will provide a full report to the UGRWCD upon completion of the project. The report will document project work with a brief engineering report, before/during/after photographs, and a discussion of any changes to the above statement of work responsive to circumstances on the ground. HCCA and the Town of Crested Butte are also happy to present the report in person to the UGRWCD.

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VIII. McCormick Ditch Piping Project Budget

| <u>ITEM DESCRIPTION</u> | <u>UNIT</u> | <u>EST</u> | <u>SUB TOT</u> |
|---|-------------|------------|-----------------|
| Part 1. Project Costs | | | |
| <u>McCormick Ditch Piping</u> | | | |
| Segment 1 (6th to 7th St.) | | | |
| 24-inch HDPE Pipeline | LF | 400 | \$25 |
| 48-inch manhole ⁶ | EA | 1 | \$1,500 |
| Connection/Exit | EA | 2 | \$2,500 |
| Contingency | % | 5 | \$1,650 |
| Equipment and Labor | | 1 | \$10,000 |
| | | | \$28,150 |
| <u>Feasibility Report</u> | | | |
| Engineering/Design | | 1 | \$10,775 |
| | | | \$10,775 |
| <u>Other</u> | | | |
| Personnel | | | \$5,820 |
| Administrative Costs | | | \$765 |
| PART 1. TOTAL | | | \$45,510 |

⁶ This number has been reduced from our initial submittal. The SGM number quoted includes 50% of cost for installation. The Town will be installing the manhole. In the budget we have reduced the cost of materials accordingly.

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Part 2. In-Kind Contributions

Segment 1

| | | | |
|------------------------|----------------------|----------|------|
| | | | |
| | Equipment & Labor | \$10,000 | Town |
| | Materials | \$5,000 | |
| SGM Feasibility Report | Engineering/Design | | WRA |
| Fees | | \$10,775 | |
| Other | | | |
| | Personnel | \$3,820 | WRA |
| | | \$2,000 | HCCA |
| | Administrative Costs | \$765 | WRA |

| | |
|----------------------|-----------------|
| PART 2. TOTAL | \$32,360 |
|----------------------|-----------------|

BALANCE (PART 1. - PART 2.) \$13,150

PART 3. BALANCE OF \$13,150

| | |
|----------------------|----------|
| UGRWCD Grant request | \$13,150 |
|----------------------|----------|



Upper Gunnison River Water Conservancy District

210 West Spencer Avenue, Suite B • Gunnison, Colorado 81230
Telephone (970) 641-6065 • Facsimile (970) 641-1162 • www.ugrwcd.org

March 26, 2015

Town of Crested Butte
Attn: Janna Hansen
507 Maroon Avenue
Crested Butte, CO 81224

Re: Approval of Grant Funds for the McCormick Ditch Piping Project

Dear Janna,

This letter is to acknowledge the approval of your grant request submitted to the UGRWCD. You have been approved for \$13,150 in grant monies for the above referenced project. Funds will be disbursed upon receipt of approved invoices.

The release of these grant funds is subject to your entering into a Funding Agreement which must be signed by both the UGRWCD and the awarded party.

Please contact our office at 970-641-6065 to proceed with the Funding Agreement.

Congratulations,

Frank Kugel
General Manager



To: Mayor Huckstep and Town Council
From: Michael Yerman, Town Planner
Subject: **DOLA Energy and Mineral Impact Program Contract Execution**
Date: May 18, 2015

Background:

The Town has been awarded the request for funding assistance from the Colorado Department of Local Affairs (“DOLA”) for completing the infrastructure in Block 79 & 80 for affordable housing. The award from DOLA is for \$150,000 for the water and sewer infrastructure portion of this project. This infrastructure will allow the Town to develop up 61 new affordable housing units. The remaining funds for the project will come from the Town’s Affordable Housing fund and Whatever USA. The project is out to bid and is anticipated to begin this summer.

Recommended Action:

Staff recommends a motion “to approve Resolution 2015-9, a Resolution of the Town Council approving the grant agreement with the State of Colorado, Department of Local Affairs for the installation of sewer and water infrastructure in Block 79 and 80, Town of Crested Butte.”

RESOLUTION NO. 9

SERIES 2015

RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE GRANT AGREEMENT WITH THE STATE OF COLORADO, DEPARTMENT OF LOCAL AFFAIRS FOR THE INSTALLATION OF SEWER AND WATER INFRASTRUCTURE IN BLOCKS 79 AND 80, TOWN OF CRESTED BUTTE

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, Colorado Revised Statutes §29-1-201 et seq. and other applicable law authorize local governments to cooperate and contract with other units of government to make the most efficient and effective use of their powers and responsibilities;

WHEREAS, the State of Colorado, Department of Local Affairs (DOLA) has grant funds available for the purpose of installing infrastructure in support of the construction of affordable housing pursuant to DOLA's Energy & Mineral Assistance Fund (the "**Fund**");

WHEREAS, DOLA is responsible for the disbursement of such grant funds from the Fund to successful applicants therefor;

WHEREAS, the Town applied with DOLA for such grant funds for the purpose of constructing infrastructure in Blocks 79 and 80, Town of Crested Butte to enable the development and construction of affordable housing and associated improvements;

WHEREAS, DOLA has informed the Town that the Town is a successful applicant for such funds and, as a pre-condition to receiving such funds, must first enter into a grant agreement with DOLA addressing the delivery of such funds;

WHEREAS, the Town staff has recommended to the Town Council that the Town enter into the grant agreement with DOLA in order to receive such grant funds; and

WHEREAS, the Town Council desires to receive the grant funds from DOLA so that it may construct infrastructure in Blocks 79 and 80, thus enabling the future construction of affordable housing in Blocks 79 and 80, and, for this reason, finds that entering into the grant agreement with DOLA is in the best interest of the health, safety and general welfare of the citizens and visitors of Crested Butte.

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

1. **Findings.** The Town Council hereby finds that is in the best interest of the Town, its residents and visitors to enter into the grant agreement with DOLA in substantially the same form as attached hereto as **Exhibit “A”** (the “**Grant Agreement**”) so that the Town may construct infrastructure in Blocks 79 and 80.

2. **Approval; Authorization of Town Manager.** Based on the foregoing, the Town Council hereby approves the Grant Agreement and hereby authorizes the Town Manager to execute the same.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS ____ DAY OF _____, 2015.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Aaron J. Huckstep, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

Funding Agreement

[attach form here]

GRANT AGREEMENT

Between

**STATE OF COLORADO
DEPARTMENT OF LOCAL AFFAIRS**

And

TOWN OF CRESTED BUTTE

Summary

Award Amount: \$150,000.00

Identification #s:

Encumbrance #: F15S7697 (*DOLA's primary identification #*)
Contract Management System #: 79139 (*State of Colorado's tracking #*)

Project Information:

Project/Award Number: EIAF 7697
Project Name: Crested Butte Affordable Housing Infrastructure Phase II
Performance Period: Start Date: _____ End Date: 07/31/16
Brief Description of Project / Assistance: The Project consists of installing infrastructure to serve the next phase of affordable housing in Crested Butte.

Program & Funding Information:

Program Name: Energy & Mineral Impact Assistance Fund
Funding source: State Funds
Catalog of Federal Domestic Assistance (CFDA) Number (if federal funds): N/A
Funding Account Codes: _____

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EXHIBIT A – APPLICABLE LAWS

EXHIBIT B – SCOPE OF PROJECT

EXHIBIT C – RESERVED.

EXHIBIT D – RESERVED.

EXHIBIT E – PROJECT PERFORMANCE PLAN

EXHIBIT F – RESERVED.

EXHIBIT G – FORM OF OPTION LETTER

FORM 1 – RESERVED.

1. PARTIES

This Agreement (hereinafter called “Grant”) is entered into by and between the **TOWN OF CRESTED BUTTE** (hereinafter called “Grantee”), and the STATE OF COLORADO acting by and through the Department of Local Affairs for the benefit of the Division of Local Government (hereinafter called the “State” or “DOLA”).

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to (*see checked option(s) below*):

- A. The Effective Date.
- B. The Effective Date; provided, however, that all Project costs, if specifically authorized by the federal funding authority, incurred on or after March 1, 20XX, may be submitted for reimbursement as if incurred after the Effective Date.
- C. insert date for authorized Pre-agreement Costs (as such term is defined in §4) , if specifically authorized by the funding authority . Such costs may be submitted for reimbursement as if incurred after the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 39-29-110 (Local Government Severance Tax Fund) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

C. Purpose

The purpose of this Grant is described in **Exhibit B**.

D. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Budget

“Budget” means the budget for the Project and/or Work described in **Exhibit B**.

B. Closeout Certification

“Closeout Certification” means the Grantee’s certification of completion of Work submitted on a form provided by the State.

C. Evaluation

“Evaluation” means the process of examining Grantee’s Work and rating it based on criteria established in **§6** and **Exhibit B**.

D. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein:

- i. Exhibit A (Applicable Laws)
- ii. Exhibit B (Scope of Project)
- iii. Exhibit E (Project Performance Plan)
- iv. Exhibit G (Form of Option Letter)

E. Goods

“Goods” means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

F. Grant

“Grant” means this agreement, its terms and conditions, attached exhibits, documents incorporated by reference pursuant to the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

G. Grant Funds

“Grant Funds” means available funds payable by the State to Grantee pursuant to this Grant.

H. Party or Parties

“Party” means the State or Grantee and “Parties” means both the State and Grantee.

I. Pay Request(s)

“Pay Request(s)” means the Grantee’s reimbursement request(s) submitted on form(s) provided by the State.

J. Pre-agreement costs

“Pre-agreement costs,” when applicable, means the costs incurred on or after the date as specified in **§2** above, and prior to the Effective Date of this Grant. Such costs shall have been detailed in Grantee’s grant application and specifically authorized by the State and incorporated herein pursuant to **Exhibit B**.

K. Project

“Project” means the overall project described in **Exhibit B**, which includes the Work.

L. Project Closeout

“Project Closeout” means the submission by the Grantee to the State of an actual final Pay Request, a final Status Report and a Closeout Certification.

M. Program

“Program” means the grant program specified on the first page of this Grant that provides the funding for this Grant.

N. Review

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in **§6** and **Exhibit B**.

O. Services

“Services” means the required services to be performed by Grantee pursuant to this Grant.

P. Status Report(s)

“Status Report(s)” means the Grantee’s status report(s) on the Work/Project submitted on form(s) provided by the State.

Q. Subcontractor

“Subcontractor” means third-parties, if any, engaged by Grantee to carry out specific vendor related services.

R. Subgrantee

“Subgrantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations. Subgrantee is bound by the same overall programmatic and grant requirements as Grantee.

S. Subject Property

“Subject Property” means the real property, if any, for which Grant Funds are used to acquire, construct, or rehabilitate.

T. Substantial Progress in the Work

“Substantial Progress in the Work” means Grantee meets all deliverables and performance measures within the time frames specified in **Exhibit E**.

U. Work

“Work” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibit B**, including the performance of the Services and delivery of the Goods.

V. Work Product

“Work Product” means the tangible or intangible results of Grantee’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM

A. Initial Term-Work Commencement

Unless otherwise permitted in **§2** above, the Parties’ respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on **July 31, 2016** unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension

The State, at its sole discretion upon written notice to Grantee as provided in **§16**, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

6. STATEMENT OF WORK

A. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit B**. Except as specified in §2 above, the State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

B. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed by Grantee or Subgrantees shall be considered Grantee's or Subgrantees' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

7. PAYMENTS TO GRANTEE

The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is **\$150,000.00 (ONE HUNDRED FIFTY THOUSAND and XX/100 DOLLARS)**, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit B**.

B. Payment

i. Advance, Interim and Final Payments

Any payment allowed under this Grant or in **Exhibit B** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

ii. Interest

The State shall not pay interest on Grantee invoices. The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not fully appropriated, or otherwise become unavailable for this Grant, the State may immediately terminate this Grant in whole or in part to the extent of funding reduction without further liability in accordance with the provisions herein.

iv. Erroneous Payments

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in **Exhibit B**.

i. Budget Line Item Adjustments.

Modifications to uses of such Grant Funds shall be made in accordance with **§4.4 of Exhibit B**. For line item adjustments over 10% but less than 24.99% (a “**Minor Line Item Adjustment**”) which are approved, the State shall provide written notice to Grantee in a form substantially equivalent to **Exhibit G** (each an “**Option Letter**”). If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

ii. Overall Budget Adjustments.

Modifications to the overall Budget shall be made in accordance with **§4.5 of Exhibit B**. For overall Budget adjustments less than 24.99% (a “**Minor Budget Adjustment**”) which are approved, the State shall provide written notice to Grantee in an Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

iii. Setting Final Initial Budget.

All requests by the Grantee to align the initial overall Budget with current market conditions shall be made in accordance with **§4.5.1.1 of Exhibit B**. If such True-up Budget Proposal (as such term is defined in **§4.5.1.1 of Exhibit B**) is approved, the State shall provide written notice to Grantee in an Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

D. Matching/Leveraged Funds

Grantee shall provide matching and/or leveraged funds in accordance with **Exhibit B**.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this **§8** shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with **§19**, if applicable.

A. Performance, Progress, Personnel, and Funds

State shall submit a report to the Grantee upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee’s performance and the final status of Grantee's obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in **Exhibit B**.

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee’s ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State’s principal representative as identified herein. If the State’s principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of DOLA.

C. Performance Outside the State of Colorado and/or the United States

[Not applicable if Grant Funds include any federal funds] Following the Effective Date, Grantee shall provide written notice to the State, in accordance with **§16 (Notices and Representatives)**, within 20 days of the earlier to occur of Grantee’s decision to perform, or its execution of an agreement with a Subgrantee to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this **§8.C** shall be posted on the Colorado Department of Personnel & Administration’s website. Knowing failure by Grantee to provide notice to the State under this **§8.C** shall constitute a material breach of this Grant.

D. Noncompliance

Grantee’s failure to provide reports and notify the State in a timely manner in accordance with this **§8** may result in the delay of payment of funds and/or termination as provided under this Grant.

E. Subgrants/Subcontracts

Copies of any and all subgrants and subcontracts entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants and subcontracts entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

9. GRANTEE RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the "Record Retention Period") until the last to occur of the following:

- (i) a period of five years after the date this Grant is completed or terminated, or final payment is made hereunder, whichever is later, or
- (ii) for such further period as may be necessary to resolve any pending matters, or
- (iii) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved.

B. Inspection

Grantee shall permit the State, the federal government (if Grant Funds include federal funds) and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of five years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or in equity in lieu of or in conjunction with such corrective measures.

C. Monitoring

Grantee shall permit the State, the federal government (if Grant Funds include federal funds), and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

D. Final Audit Report

Grantee shall provide a copy of its audit report(s) to DOLA as specified in **Exhibit B**.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee shall comply with the provisions of this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

A. Confidentiality

Grantee shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

B. Notification

Grantee shall notify its agent, employees, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this §10.

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant.

12. REPRESENTATIONS AND WARRANTIES

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Grantee and Grantee's Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

13. INSURANCE

Grantee and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

A. Grantee

i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each subgrant with Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee's liabilities under the GIA.

ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to Subgrantees that are not "public entities".

B. Grantees, Subgrantees and Subcontractors

Grantee shall require each subgrant with Subgrantees and each contract with Subcontractors, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

i. Workers' Compensation

Workers' Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee, Subgrantee and Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Malpractice/Professional Liability Insurance

This section shall | shall not apply to this Grant.

Grantee, Subgrantees and Subcontractors shall maintain in full force and effect a Professional Liability Insurance Policy in the minimum amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, written on an occurrence form, that provides coverage for its work undertaken pursuant to this Grant. If a policy written on an occurrence form is not commercially available, the claims-made policy shall remain in effect for the duration of this Grant and for at least two years beyond the completion and acceptance of the work under this Grant, or, alternatively, a two year extended reporting period must be purchased. The Grantee, Subgrantee or Subcontractor shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from such party's performance of professional services under this Grant, a subcontract or subgrant.

v. Umbrella Liability Insurance

For construction projects exceeding \$10,000,000, Grantee, Subgrantees and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in §13B(i)-(iv) above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may be satisfied by the Grantee, Subgrantee and

Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

vi. Property Insurance

This subsection shall apply if Grant Funds are provided for the acquisition, construction, or rehabilitation of real property.

Insurance on the buildings and other improvements now existing or hereafter erected on the premises and on the fixtures and personal property included in the Subject Property against loss by fire, other hazards covered by the so called "all risk" form of policy and such other perils as State shall from time to time require with respect to properties of the nature and in the geographical area of the Subject Property, and to be in an amount at least equal to the replacement cost value of the Subject Property. Grantor will at its sole cost and expense, from time to time and at any time, at the request of State provide State with evidence satisfactory to State of the replacement cost of the Subject Property.

vii. Flood Insurance

If the Subject Property or any part thereof is at any time located in a designated official flood hazard area, flood insurance insuring the buildings and improvements now existing or hereafter erected on the Subject Property and the personal property used in the operation thereof in an amount equal to the lesser of the amount required for property insurance identified in §vi above or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and the regulations issued thereunder.

viii. Builder's Risk Insurance

The subsection shall apply if Grant Funds are provided for construction or rehabilitation of real property.

Grantee, Subgrantee and/or Subcontractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial construction/rehabilitation costs, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the property owner has an insurable interest in the property.

- a) The insurance shall include interests of the property owner, Grantee, Subgrantee, Subcontractors in the Project as named insureds.
- b) All associated deductibles shall be the responsibility of the Grantee, Subcontractor and Subgrantee. Such policy may have a deductible clause but not to exceed \$10,000.
- c) Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Grantee's, Subgrantee's and Subcontractor's services and expenses required as a result of such insured loss.
- d) Builders Risk coverage shall include partial use by Grantee and/or property owner.
- e) The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subgrantee and Subcontractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

ix. Pollution Liability Insurance

If Grantee and/or its Subgrantee or Subcontractor is providing directly or indirectly work with pollution/environmental hazards, they must provide or cause those conducting the work to provide Pollution Liability Insurance coverage. Pollution Liability policy must include contractual liability coverage. The policy limits shall be in the amount of \$1,000,000 with maximum deductible of \$25,000 to be paid by the Grantee's Subcontractor and/or Subgrantee.

C. Miscellaneous Insurance Provisions

Certificates of Insurance and/or insurance policies required under this Grant shall be subject to the following stipulations and additional requirements:

- i. Deductible.** Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Grantee, its Subgrantees or Subcontractors.
- ii. In Force.** If any of the said policies shall fail at any time to meet the requirements of the Grant as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Grant, the Grantee, its Subgrantee and its Subcontractor shall promptly obtain a new policy.
- iii. Insurer.** All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to Grantee.
- iv. Additional Insured**
Grantee and the State shall be named as additional insureds on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).
- v. Primacy of Coverage**
Coverage required of Grantee, Subgrantees and Subcontractors shall be primary over any insurance or self-insurance program carried by Grantee or the State.
- vi. Cancellation**
The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Grantee's receipt of such notice.
- vii. Subrogation Waiver**
All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees and Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

D. Certificates

Grantee, Subgrantee and Subcontractor shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant or of their respective subcontract or subgrant. No later than 15 days prior to the expiration date of any such coverage, Grantee, Subgrantee and Subcontractor shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant, subgrant or subcontract, Grantee, Subgrantee and Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Grantee is in breach under any provision of this Grant or if the State terminates this Grant pursuant to §15(B), the State shall have the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B), if applicable. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

B. Early Termination in the Public Interest

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This

subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

ii. Obligations and Rights

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

iii. Payments

If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made.

Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Termination for No Substantial Progress in the Work

The State may elect to terminate this Grant upon receipt and review of any Quarterly Progress Report, submitted per the time periods defined in **Exhibit E** – Project Performance Plan, if such Quarterly Progress Report fails to evidence Substantial Progress in the Work as directed, defined and expected under **Exhibit B**. Further, the State may elect to terminate this Grant if the Grantee fails to complete Project Closeout within **three months** of completion of the Work. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

D. Remedies Not Involving Termination

The State, at its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or

performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Demand removal of any of Grantee's employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State's best interest.

v. Intellectual Property

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option **(a)** obtain for the State or Grantee the right to use such products and services; **(b)** replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, **(c)** if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

Chantal Unfug, Division Director
Division of Local Government
Colorado Department of Local Affairs
1313 Sherman Street, Room 521
Denver, Colorado 80203
Email: chantal.unfug@state.co.us

B. Grantee:

Aaron Huckstep, Mayor
Town of Crested Butte
P. O. Box 39
Crested Butte, Colorado 81224
Email: n/a

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

This section shall | shall not apply to this Grant.

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative

works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State.

18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the GIA. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the GIA and the risk management statutes, CRS §24-30-1501, et seq., as amended.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is greater than \$100,000 either on the Effective Date or at anytime thereafter, this §19 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Local Affairs, and showing of good cause, may debar Grantee and prohibit Grantee from receiving future grants and bidding on future contracts. Grantee may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

20. RESTRICTION ON PUBLIC BENEFITS

This section shall | shall not apply to this Grant.

Grantee must confirm that any individual natural person is lawfully present in the United States pursuant to CRS §24-76.5-101 et seq. when such individual applies for public benefits provided under this Grant by requiring the applicant to:

- A. Produce an identification document in accordance with §2.1.1 through §2.1.3 of Colorado Department of Revenue's Rule #1 CCR 201-17, Rule for Evidence of Lawful Presence, as amended.
- B. Execute an affidavit herein attached as **Form 1**, Residency Declaration, stating
 - i. That he or she is a United States citizen or legal permanent resident; or
 - ii. That he or she is otherwise lawfully present in the United States pursuant to federal law.

[The following applies if Grant is funded with federal funds].

Notwithstanding the foregoing, to the extent that there is any conflict with the provisions above or those set forth in the Residency Declaration attached hereto as **Form 1** and any provision of federal law, the provisions of federal law shall prevail.

21. GENERAL PROVISIONS

A. Assignment and Subgrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or subcontracts approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting and subcontracting arrangements and performance.

B. Binding Effect

Except as otherwise provided in §21(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Indemnification-General

Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the GIA, or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. List of Selected Applicable Laws

At all times during the performance of this Grant, Grantee shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended, including without limitation those set forth on **Exhibit A**, Applicable Laws. Grantee also shall require compliance with such laws and regulations by subgrantees under subgrants permitted by this Grant.

I. Use Covenants

This section shall | shall not apply to this Grant:

For Subject Property that is owned by Grantee upon execution of this Grant, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after execution of this Grant. For Subject Property acquired by Grantee using Grant Funds, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after acquisition of such property.

J. Modification

i. By the Parties

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATION OF CONTRACTS -

TOOLS AND FORMS. Changes to the Grant shall be authorized to be approved by the following State or DOLA parties:

- a) Approval by Division Director
The Division Director of DOLA or his delegee shall have authority to approve changes to the Responsible Administrator and Key Personnel specified in §5 of **Exhibit B** and the Principal Representative in §16.
- b) Approval by DOLA Controller
The DOLA Controller shall have authority to approve all changes to the Grant which are not reserved to the Division Director above.

ii. By Operation of Law

This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

K. Order of Precedence

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Exhibit A (Applicable Laws)
- ii. Colorado Special Provisions
- iii. The provisions of the main body of this Grant (excluding the cover page)
- iv. Any executed Option Letters
- v. Exhibit B (Scope of Project)
- vi. Exhibit E (Project Performance Plan)
- vii. The cover page of this Grant

L. Severability

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

M. Survival of Certain Grant Terms

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

N. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

O. Third Party Beneficiaries

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

P. Waiver

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

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22. COLORADO SPECIAL PROVISIONS

A. The Special Provisions apply to all Grants except where noted in *italics*.

i. **CONTROLLER'S APPROVAL. CRS §24-30-202 (1).**

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

ii. **FUND AVAILABILITY. CRS §24-30-202(5.5).**

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

iii. **GOVERNMENTAL IMMUNITY.**

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

iv. **INDEPENDENT CONTRACTOR**

Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits shall be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any Grant, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

v. **COMPLIANCE WITH LAW.**

Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

vi. **CHOICE OF LAW.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

vii. **BINDING ARBITRATION PROHIBITED.**

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Grant or incorporated herein by reference shall be null and void.

viii. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.**

State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without

limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

ix. EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

x. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

[Not applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

xi. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who shall perform work under this Grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant or enter into a grant with a Subgrantee that fails to certify to Grantee that the Subgrantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Subgrantee and the granting State agency within three days if Grantee has actual knowledge that a Subgrantee is employing or contracting with an illegal alien for work under this Grant, (c) shall terminate the Subgrant if a Subgrantee does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

xii. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the Effective Date of this Grant.

(Special Provisions - effective 1/1/09)

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

*** Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf and acknowledge that the State is relying on their representations to that effect.**

| | |
|---|---|
| <p style="text-align: center;">GRANTEE TOWN OF CRESTED BUTTE</p> <p>By: _____ Name of Authorized Individual (print)</p> <p>Title: _____ Official Title of Authorized Individual</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p> | <p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, GOVERNOR DEPARTMENT OF LOCAL AFFAIRS</p> <p>By: _____ Irv Halter, Executive Director</p> <p>Date: _____</p> |
| | <p style="text-align: center;">PRE-APPROVED FORM CONTRACT REVIEWER</p> <p>By: _____ Bret Hillberry, State Grants Program Manager</p> <p>Date: _____</p> |

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

| |
|--|
| <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA</p> <p>By: _____ Janet Miks, CPA, Controller Delegate</p> <p>Date: _____</p> |
|--|



COLORADO
Department of Local Affairs
Division of Local Government

May 1, 2015

Aaron Huckstep, Mayor
Town of Crested Butte
P. O. Box 39
Crested Butte, Colorado 81224

RE: EIAF 7697 - Crested Butte Affordable Housing Infrastructure Phase II

Dear Mayor Huckstep:

Attached is the grant contract packet for the above-referenced Energy Impact Assistance Fund project. If the contract is satisfactory as written, please print and execute **three (3) originals** of the contract, signed and dated by an authorized signator (**original signatures only; no photocopies, stamped or e-signatures**). Please note that an authorized signator is a County Chief Elected Official, City/Town Mayor, or District Board President. If any other individual should sign this contract, you must provide a letter from the Chief Elected Official documenting the specific individual's delegated authority to sign.

The following five (5) documents comprise the complete contract packet. Please note which documents are required to be returned to the State for final execution.

1. Grant Agreement (return 3, each must have original signature by Authorized Official - no photocopies)
2. Exhibit A - Applicable Laws (return 1)
3. Exhibit B - Scope of Project (return 1)
4. Exhibit E - Project Performance Plan (return 1)
5. Exhibit G - Form of Option Letter (return 1)

Please send these documents along with the return routing memo (see below) to:

Department of Local Affairs
ATTENTION: Diane Von Dollen
1313 Sherman Street, Room 521
Denver, CO 80203

If you have any questions, please call Elyse Ackerman (970) 248-7333 or me at (303) 864-7731.

Sincerely,

Beth Lipscomb
Contracts Specialist
Department of Local Affairs

Enclosures



RETURN ROUTING MEMORANDUM

TO: Diane Von Dollen
THROUGH: Michael Yerman, Town Planner, Town of Crested Butte
FROM: Beth Lipscomb
DATE: May 1, 2015
RE: Contract Approvals

FOR FINAL APPROVAL ROUTING (3 COPIES ENCLOSED):

RE: EIAF 7697 - Crested Butte Affordable Housing Infrastructure Phase II

Contractor's Federal I.D.# on file with Accounting

Form sent to Contractor to complete

Elyse Ackerman, DOLA Regional Manager



EXHIBIT A – APPLICABLE LAWS

Laws, regulations, and authoritative guidance incorporated into this Grant include, without limitation:

1. Colorado Revised Statutes §29-1-601 et seq., as amended, Colorado Local Governments Audit Law.
2. 5 USC552a, as amended, Privacy Act of 1974.
3. 8 USC 1101, Immigration and Nationality Act.
4. 29 USC Chapter 8, §§201, 206, et seq., as amended, Labor.
5. 29 USC Chapter 14, §§621-634, et seq., as amended, Age Discrimination in Employment.
6. 40 USC Subtitle II, et seq., as amended, Public Buildings and Works.
7. 40 USC 327–330, Section 103 and 107, Contract Work Hours and Safety Standards Act, as amended.
8. 40 CFR 1500-1508, as amended, Council on Environmental Quality Regulations Implementing NEPA.
9. 41 CFR Chapter 60, as amended, Executive Order 11246.
10. 41 USC 701, et seq., Drug Free Workplace Act of 1988.
11. 42 USC Chapter 21, et seq., as amended, Civil Rights.
12. CRS §24-34-302, et seq., as amended, Civil Rights Division.
13. CRS §24-34-501 – 510, et seq., as amended, Colorado Housing Act of 1970.
14. CRS §24-75-601 et seq., as amended, Legal Investment of Public Funds.

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EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. Energy Impact. The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels.

2. DESCRIPTION OF THE PROJECT(S) AND WORK.

2.1. Project Description. The Project consists of installing infrastructure to serve the next phase of affordable housing in Crested Butte.

2.2. Work Description. The Town of Crested Butte (Grantee) will contract for the installation of infrastructure for up to 61 deed restricted affordable housing units in the Town of Crested Butte. The Work will include installation of approximately 1,156 lineal feet of water line, 662 lineal feet of sewer line, 840 lineal feet of gas line, 316 lineal feet of electric, 655 lineal feet of phone/cable, and 2,966 lineal feet of curb/gutter/street/alley. Grantee will own all improvements and, in accordance with §9 below, a contractor will be hired to complete the Work.

2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1. Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. Eligible Expenses. Eligible expenses shall include: professional architectural/engineering fees, RFP/bid advertisements, survey work, water/sewer testing fees, labor and materials costs, bond and insurance costs, attorney's fees. labor and materials costs.

2.6. Cost Savings. Cost Savings derived while completing the Project shall be:

2.6.1. split on a pro-rata basis between the State and Grantee

2.6.2. returned to the State

3. DEFINITIONS

3.1. "Cost Savings" means the Project Budget amount less the amount expended to complete the Work. Cost Savings are determined at the time the Work is completed and the final payment request is submitted by the Grantee to the State. Cost Savings do not result in payment by the State to Grantee above actual expenditures beyond the required ratio, but deobligates unexpended Grant Funds and reduces Grantee's matching funds requirement. State shall provide written notice to Grantee verifying any Cost Savings.

3.2. "Cumulative Budgetary Line Item Changes" means a cumulative or increasing accumulation of additional expenses within a specific line item as listed in §6.2 Budget within this **Exhibit B**.

3.3. Project Budget Line items.

3.3.1. "Architectural/Engineering Services" means professional architectural/engineering fees, RFP/bid advertisements, survey work, water/sewer testing fees, electrical inspection and testing fees, CDPHE permit fees, and attorney's fees.

3.3.2. "Construction/Improvement of Public Roadways" means labor and materials costs, bond and insurance costs, bid advertisements, attorney's fees, and right-of-way acquisition costs.

3.3.3. "Construction/Improvement of Public Utilities" means labor and materials costs, bond and insurance costs, bid advertisements, attorney's fees, and right-of-way acquisition costs.

3.4. "Substantial Completion" means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is the completion of Phase II infrastructure installation for up to 61 units of deed restricted affordable housing units in Crested Butte.

4.2. Service Area. The performance of the Work described within this Grant shall be located in Crested Butte, Colorado.

4.3. Performance Measures. Grantee shall comply with the performance measures detailed in **Exhibit E**.

4.4. Budget Line Item Adjustments. Line Item Adjustments shall not increase the Grant Funds or the total amount of the Budget.

4.4.1. Grantee shall have authority to adjust individual budget line amounts without approval of the State up to an aggregate of 10% of such line item from which the funds are moved. Such authority shall not allow Grantee to transfer to or between administration budget lines. Grantee's Responsible Administrator shall send written notification of allowed adjustments to the State within 30 days of such adjustment.

4.4.2. All changes to individual budget lines amounts which are in excess of 10% but less than 24.99% of such line item from which the funds are moved (each a "**Minor Line Item Adjustment**") shall require prior written approval of the DOLA Controller. Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(C)(i)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change.

4.4.3. All changes to individual budget lines amounts which are in excess of 24.99% of such line item from which the funds are moved shall require a prior written amendment executed by the Grantee and DOLA pursuant to **§21(J)** of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.

4.4.4. Signature Authority. All Grantee notices and requests submitted to DOLA pursuant to this **§4.4** (each a "**Line Item Proposal**"), must be signed and dated by a person authorized to bind the Grantee to such Line Item Proposal.

4.5. Overall Budget Adjustments.

4.5.1. All changes to the overall Budget which are less than 24.99% (each a "**Minor Budget Adjustment**") shall require prior written approval of the DOLA Controller. Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(C)(ii)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. Minor Budget Adjustments shall not increase the Grant Funds.

4.5.1.1. Exception for Setting Final Initial Budget. Within 30 days of bid opening for its selection of its prime Subcontractor, Grantee shall submit a written request for changes to the overall Budget to revise the initial overall Budget estimate to align it with current market conditions (a "**True-up Budget Proposal**"). Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(C)(iii)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. True-up

Budget Proposals shall not increase the Grant Funds. The overall Budget adjustment permitted by this **§4.5.1.1** is only permitted once under this Grant.

4.5.2. All changes to the overall Budget which are in excess of 24.99% shall require a prior written amendment executed by the Grantee and DOLA pursuant to **§21(J)** of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.

4.5.3. Signature Authority. All Grantee notices and requests submitted to DOLA pursuant to this **§4.5** (each a “**Budget Proposal**”), must be signed and dated by a person authorized to bind the Grantee to such Budget Proposal.

4.6. Quarterly Pay Request and Status Reports. Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) in the request and specify status of the Work in the Status Report. The report will contain an update of expenditure of funds by line item as per **§6.2** of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended. This report is due within 30 days of the end of the quarter or more frequently at the discretion of the Grantee. See **Exhibit E** for specific submittal dates.

4.7. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

5.1. Replacement. Grantee shall immediately notify the State if any key personnel specified in **§5** of this **Exhibit B** cease to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its key personnel, it shall notify the State and seek its approval, which shall be at the State's sole discretion, as the State executed this Grant in part reliance on Grantee's representations regarding key personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change will take effect. Anytime key personnel cease to serve, the State, in its sole discretion, may direct Grantee to suspend Work until such time as replacements are approved. All notices sent under this subsection shall be sent in accordance with **§16** of the Grant.

5.2. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of **Michael Yerman, Town Planner** (myerman@crestedbutte-co.gov), an employee or agent of Grantee, who is hereby designated as the responsible administrator of this Project. Such administrator shall be updated through the approval process in **§5.1**. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.3. Other Key Personnel: None. Such key personnel shall be updated through the approval process in **§5.1**.

6. FUNDING

The State provided funds shall be limited to the amount specified under the “Grant Funds” column of **§6.2**, Budget, below.

6.1. Matching Funds. Grantee shall provide the required (*see checked item*) Matching Funds, as listed in the “Matching Funds” column of §6.2 below during the term of this Project. Funds used as match on previous grant(s) cannot be used as Matching Funds for this Grant.

6.2. Budget

| Budget Line Item(s) | Total Cost | Grant Funds | Matching Funds | Matching Funds Source |
|--|------------------|------------------|------------------|-----------------------|
| Architectural/Engineering Services | \$22,829 | \$0 | \$22,829 | Grantee |
| Construction/Improvement of Public Roadways | \$286,934 | \$0 | \$286,934 | Grantee |
| Construction/Improvement of Public Utilities | \$238,134 | \$150,000 | \$88,134 | Grantee |
| Total | \$547,897 | \$150,000 | \$397,897 | |

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in §7 of the Grant.

7.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

| Payment | Amount | |
|--------------------|------------------|--|
| Interim Payment(s) | \$142,500 | Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses. |
| Final Payment | \$7,500 | Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports. |
| Total | \$150,000 | |

7.2. Remittance Address. If mailed, payments shall be remitted to the following address unless changed in accordance with §16 of the Grant:

Town of Crested Butte
 P. O. Box 39
 Crested Butte, Colorado 81224

7.3. Interest. Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

8.1. Reporting. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

8.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with §4.6 of this Exhibit B.

8.1.2. Final Reports. Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

8.2. Monitoring. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an

executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

8.2.1.Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

8.3. Bonds. If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds here under from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

8.3.1.Bid Bond. A bid guarantee from each bidder equivalent to 5 percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

8.3.2.Performance Bond. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

8.3.3.Payment Bond. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

8.3.4.Substitution. The bonding requirements in this §8.3 may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.

9. CONSTRUCTION/RENOVATION. The following subsections shall apply to construction and/or renovation related projects/activities:

9.1. Plans & Specifications. Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

9.2. Procurement. A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.

9.3. Subcontracts. Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

9.4. Standards. Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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EXHIBIT E – PROJECT PERFORMANCE PLAN

| | | |
|--------------------------------|---|--|
| Funding: EIAF | Name of Grantee Town of Crested Butte | |
| Project Number: 7697 | Name of Project Affordable Housing Infrastructure Phase II | |
| DESCRIPTION OF PROJECT: | The Project consists of installing infrastructure to serve the next phase of affordable housing in Crested Butte. | |

DLG Staff: Elyse Ackerman - Regional Manager (970) 248-7333 EA Leslie Hentze - Regional Assistant (970) 248-7313 LH

| MILESTONES – Grantee shall... | By: | STATE ROLE- DLG shall... | |
|-------------------------------------|---|---|------------------------------------|
| Put Project out to bid. | Within 60 days of the Effective Date of this Grant Agreement. | Assist Grantee with bidding process, if necessary. Provide feedback to Grantee identifying issues or concerns, if any. | ACHIEVED: <u>MM/DD/20YY</u> |
| Provide DOLA with Project Timeline. | Within 30 days of the Effective Date of the subcontract(s). | Review timeline to ensure timely completion of Project. Provide feedback to Grantee identifying issues or concerns, if any. | ACHIEVED: <u>MM/DD/20YY</u> |
| Contractor mobilization. | Within 90 days of the Effective Date of this Grant Agreement. | Monitor progress reports from the Grantee. Help Grantee identify if/when a Grant Agreement amendment is needed. Provide feedback to Grantee identifying issues or concerns, if any. | ACHIEVED: <u>MM/DD/20YY</u> |
| Project Completion. | July 31, 2016 | Review past quarterly reports, conduct on-site monitoring, and review final report. | ACHIEVED: <u>MM/DD/20YY</u> |

| | | | |
|--|---|--|---|
| <p>Submit quarterly progress reports, which includes: Project Performance Plan accomplishments and a Financial Summary Report for:</p> <p>2nd Quarter 2015 3rd Quarter 2015 4th Quarter 2015 1st Quarter 2016 2nd Quarter 2016 3rd Quarter 2016</p> <p>Progress shall be evaluated by the Grantee and documented and included at least upon submittal of Quarterly Progress Reports. Such evaluation may consist of any/all of the following monitoring methods:</p> <p>a) on-site walk through inspections of infrastructure installation location(s) in order to determine if:</p> <p>i) the contractor has installed an acceptable percentage of the infrastructure elements as would be expected under this Grant and Exhibit B (including but not limited to water line, sewer line, gas line, electric, phone/cable, and curb/gutter/street/ alley);</p> <p>ii) the contractor is experiencing delays;</p> <p>iii) the infrastructure installation is progressing per agreed upon timeline/milestones and as would be expected under this Grant and Exhibit B (including but not limited to obtaining required approvals, use of approved materials, and testing of all elements);</p> <p>and b) question and answer sessions with the contractor to confirm understanding by all parties as to the nature of the Work and how far along it should be dependent upon the Quarter under review.</p> | <p>(30 calendar days after each quarter):</p> <p>July 30, 2015 October 30, 2015 January 30, 2016 April 30, 2016 July 30, 2016 October 29, 2016</p> | <p>Review documents and provide follow up technical assistance as necessary.</p> <p>If needed, respond to a request for training within 10 days.</p> | <p>ACHIEVED: <u>MM/DD/20YY</u></p> <p>ACHIEVED: <u>MM/DD/20YY</u></p> <p>ACHIEVED: <u>MM/DD/20YY</u></p> <p>ACHIEVED: <u>MM/DD/20YY</u></p> |
|--|---|--|---|

| | | | |
|---|--|---|------------------------------------|
| Submit, at a minimum quarterly basis, pay requests and supporting documentation of expenses. | July 30, 2015 October 30, 2015 January 30, 2016 April 30, 2016 July 30, 2016 October 29, 2016 | Review backup documentation and proof of payment prior to approving pay request. Reimbursement should not exceed pro rata share. | ACHIEVED: <u>MM/DD/20YY</u> |
| Submit the Project Final Report to DLG within 90 days after the Project Completion or expiration of Grant Agreement. | October 29, 2016 | Provide forms to Grantee within 30 days of completion of work or end of the Grant Agreement. Process the Final Report and deobligate any remaining grant funds within 30 days of receiving a complete Final report. | ACHIEVED: <u>MM/DD/20YY</u> |

QUARTERLY QUESTIONS

| |
|---|
| List Reimbursement Requests for the three months being reported on: |
| <u>Month</u> January <u>Amount</u> |
| <u>Month</u> January <u>Amount</u> |
| <u>Month</u> January <u>Amount</u> |
| Were any months “zero payment” (no costs incurred) during this quarter? If so, please provide an explanation. |
| What are the forecasted costs for the next quarter? |
| Are the budget lines still adequate? Is a contract amendment needed at this time? Are there any anticipated concerns or issues? |
| Do you foresee any potential problems meeting the Grant Agreement completion deadline? |
| Were previously identified problems (if any) corrected? Was a budget adjustment needed/done to address the problem(s)? |

EXHIBIT G Form of Option Letter

| | | | |
|--------------------|------------------------------------|------------------------------|----------------------------|
| Date: _____ | Original Grant CMS #: _____ | Option Letter # _____ | CMS Routing # _____ |
|--------------------|------------------------------------|------------------------------|----------------------------|

1) OPTIONS:

- a. Option to issue a new Budget (**§6.2 of Exhibit B**) for a Minor Line Item Adjustment (as defined in **§4.4.2 of Exhibit B**).
- b. Option to issue a new Budget (**§6.2 of Exhibit B**) for a Minor Budget Adjustment (as defined in **§4.5.1 of Exhibit B**).
- c. Option to issue a new Budget (**§6.2 of Exhibit B**) for acceptance of a True-Up Budget Proposal (as defined in **§4.5.1.1 of Exhibit B**).

2) REQUIRED PROVISIONS. All Option Letters shall contain the appropriate provisions set forth below:

- a. **For use with Option 1(a):** In accordance with **§7(C)(i)** of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** ("Grantee"), the State hereby approves the Minor Line Item Adjustment listed on the attached revised Budget for **§6.2 of Exhibit B. Section 6.2 of Exhibit B** of the Original Grant is hereby deleted and replaced with the attached **§6.2 of Exhibit B**. All references to **§6.2 of Exhibit B** in the Original Grant shall refer to the attached Exhibit. Minor Line Item Adjustments shall not increase the Grant Funds or the total amount of the Budget.
- b. **For use with Option 1(b):** In accordance with **§7(C)(ii)** of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** ("Grantee"), the State hereby approves the Minor Budget Adjustment listed on the attached revised Budget for **§6.2 of Exhibit B. Section 6.2 of Exhibit B** of the Original Grant is hereby deleted and replaced with the attached **§6.2 of Exhibit B**. All references to **§6.2 of Exhibit B** in the Original Grant shall refer to the attached Exhibit. Minor Budget Adjustments shall not increase the Grant Funds.
- c. **For use with Option 1(c):** In accordance with **§7(C)(iii)** of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** ("Grantee"), the State hereby approves the True-Up Budget Proposal listed on the attached revised Budget for **§6.2 of Exhibit B. Section 6.2 of Exhibit B** of the Original Grant is hereby deleted and replaced with the attached **§6.2 of Exhibit B**. All references to **§6.2 of Exhibit B** in the Original Grant shall refer to the attached Exhibit. True-Up Budget Proposals shall not increase the Grant Funds.

3) Effective Date. The effective date of this Option Letter is upon approval of the State Controller or **Insert start date**, whichever is later.

| |
|--|
| STATE OF COLORADO John W. Hickenlooper GOVERNOR Colorado Department of Local Affairs |
| _____ By: Executive Director |
| Date: _____ |

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA

By: _____
 Janet Miks, CPA, Controller Delegate

Date: _____



Staff Report May 11, 2015

To: Mayor and Town Council
Thru: Todd Crossett, Town Manager
From: Lois Rozman, Finance Director
Subject: 2014 Audit

Summary: Attached for your review is the 2014 Audit prepared by our independent auditors, Chadwick, Steinkirchner, Davis & Co. P.C. out of Grand Junction, Colorado.

Background: The auditors were on sight March 16th through the 19th to conduct their review of the books and perform field testing of transactions. There were no adjustments and they did not have any suggestions for changes in operations or procedures.

The statements are presented in accordance with Governmental Accounting Standards Board (GASB) rules. GASB requires our Sales Tax Fund and our General Fund to be combined for external reporting purposes. You will find combining schedules on pages 46 through 48 showing how the two funds were brought together for the financial report.

Recommendation: Staff recommends approval of the audit under the consent agenda.



TOWN OF CRESTED BUTTE, COLORADO
FINANCIAL STATEMENTS AND REPORT OF
INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

December 31, 2014

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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS



April 14, 2015

Town Council
Town of Crested Butte, Colorado

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Crested Butte, Colorado, as of and for the year ended December 31, 2014, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Crested Butte, Colorado, as of December 31, 2014, and the respective changes in financial position and, where applicable, cash flows thereof and the respective budgetary comparisons for the General Fund and Major Special Revenue Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.



Town of Crested Butte, Colorado
April 14, 2015
Page Two

Other Matters*Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3 through 7 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town of Crested Butte, Colorado's basic financial statements. The combining and individual non-major governmental fund schedules, the enterprise fund budget to actual schedule, the general and sub-fund combining balance sheet and combining schedule of revenues, expenditures and changes in fund balance - budget and actual, and the local highway finance report are presented for purposes of additional analysis and are not a required part of the basic financial statements. The combining and individual non-major governmental fund schedules, the enterprise fund budget to actual schedule, the general and sub-fund combining balance sheet and combining schedule of revenues, expenditures and changes in fund balance - budget and actual, and the local highway finance report are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Chadwick, Steinkirchner, Davis & Co., P.C.

TOWN OF CRESTED BUTTE, COLORADO
MANAGEMENT'S DISCUSSION AND ANALYSIS
Year Ended December 31, 2014

Our discussion and analysis of the Town of Crested Butte's financial performance provides an overview of the Town of Crested Butte's financial activities for the fiscal year ended December 31, 2014. We encourage readers to consider the information presented here in conjunction with the additional information furnished in our basic financial statements to better understand the financial position of the Town of Crested Butte.

A. FINANCIAL HIGHLIGHTS

- The Town's assets exceed liabilities and deferred inflows by \$39,192,741 (i.e. net position) at the end of the year, an increase of \$2,641,340 from the prior year.
- Governmental funds reported combined ending fund balances of \$11,807,543, an increase of \$2,193,430 in comparison to prior year.
- The Town's unassigned fund balance for the general fund, which includes the sales tax fund under Governmental Accounting Standards Board (GASB) 54 reporting requirements, was \$4,203,871, an increase of \$318,433 in comparison to prior year.
- The Town of Crested Butte's total long-term liabilities decreased by \$151,235 during 2014 due to scheduled debt and capital lease payments.

B. OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the Town of Crested Butte's basic financial statements. The basic financial statements consist of three components: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. The government-wide financial statements are designed to provide readers with a broad overview of our finances in a manner similar to a private sector business.

The statement of net position presents information on all assets, liabilities and deferred inflows, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether financial position is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods.

Both of the government-wide financial statements distinguish functions that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities include general government, public safety, streets and highways, culture and recreation and community development. The business type activities include sewer and water.

Fund financial statements. A fund is a group of related accounts that are used to maintain control over resources that have been segregated for specific activities or objectives. Fund accounting is used to ensure and demonstrate compliance with finance-related legal requirements. The Town funds can be divided into two categories: governmental funds and proprietary funds.

Governmental Funds. Most of the Town's basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year end that is available for spending. These funds are reported using an accounting method called modified accrual accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short-term view of the Town's general government operations and the basic services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the Town's programs. The relationship or differences between governmental activities (reported in the Statement of Net Position and the Statement of Activities) and governmental funds are described in a reconciliation statement.

TOWN OF CRESTED BUTTE, COLORADO
MANAGEMENT'S DISCUSSION AND ANALYSIS
Year Ended December 31, 2014

Proprietary Funds. Proprietary funds are maintained as follows:

Enterprise funds are used to report the same functions presented as business-type activities in the government wide financial statements, only in more detail. The Town reports its water and sewer operations as an enterprise fund.

Notes to financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Capital assets. The Town of Crested Butte complies with capital assets reporting requirements as specified in Governmental Accounting Standards Board Statement 34 (GASB34). One of the requirements is to report capital assets in the government-wide financial statements.

C. GOVERNMENT-WIDE FINANCIAL ANALYSIS

At December 31, 2014, total net position was \$39,192,741, an increase of \$2,641,340 from prior year. This increase was largely due to the increase in cash position and investment in joint venture during the year.

The largest portion of net position is the investment in capital assets (net of related debt) which accounts for 57% of total net position. This amount reflects the investment in all capital assets less any related outstanding debt used to acquire those assets. These capital assets are used to provide services to citizens and are not available for future spending.

Unrestricted net position is the part of net position that can be used to finance day to day operations without constraints, represents 36% of total net position.

The following table summarizes the Town's governmental and business type net position for 2014 and 2013.

Town of Crested Butte, Colorado
December 31,
Statement of Net Position

| | <u>Governmental Activities</u> | | <u>Business-type Activities</u> | | <u>Total</u> | |
|---|--------------------------------|---------------------|---------------------------------|--------------------|---------------------|---------------------|
| | <u>2013</u> | <u>2014</u> | <u>2013</u> | <u>2014</u> | <u>2013</u> | <u>2014</u> |
| Current and other assets | \$12,370,035 | \$14,706,958 | \$3,388,238 | \$3,714,280 | \$15,758,273 | \$18,421,238 |
| Capital assets | <u>19,034,415</u> | <u>19,131,455</u> | <u>5,674,740</u> | <u>5,446,202</u> | <u>24,709,155</u> | <u>24,577,657</u> |
| Total Assets | <u>\$31,404,450</u> | <u>\$33,838,413</u> | <u>\$9,062,978</u> | <u>\$9,160,482</u> | <u>\$40,467,428</u> | <u>\$42,998,895</u> |
| Current liabilities | \$ 681,673 | \$664,412 | \$ 86,778 | \$ 113,355 | \$ 768,451 | \$ 777,767 |
| Non-current liabilities: | | | | | | |
| Due within one year | 30,094 | 76,647 | 242,477 | 254,811 | 272,571 | 331,458 |
| Due in more than one year | <u>55,363</u> | <u>91,003</u> | <u>1,959,866</u> | <u>1,705,054</u> | <u>2,015,229</u> | <u>1,796,057</u> |
| Total Liabilities | <u>\$ 767,130</u> | <u>\$832,062</u> | <u>\$2,289,121</u> | <u>\$2,073,220</u> | <u>\$3,056,251</u> | <u>\$2,905,282</u> |
| Deferred Inflows: Property tax | \$ 859,776 | \$ 900,872 | | | \$ 859,776 | \$ 900,872 |
| Net Position: | | | | | | |
| Invested in capital assets, net of related debt | \$18,948,958 | \$18,963,805 | \$3,472,397 | \$3,486,337 | \$22,421,355 | \$22,450,142 |
| Invested in joint venture | 1,269,548 | 1,396,718 | | | 1,269,548 | 1,396,718 |
| Restricted | 834,584 | 909,160 | | | 834,584 | 909,160 |
| Unrestricted | <u>8,724,454</u> | <u>10,835,796</u> | <u>3,301,460</u> | <u>3,600,925</u> | <u>12,025,914</u> | <u>14,436,721</u> |
| Total Net Position | <u>\$29,777,544</u> | <u>\$32,105,479</u> | <u>\$6,773,884</u> | <u>\$7,087,262</u> | <u>\$36,551,401</u> | <u>\$39,192,741</u> |

TOWN OF CRESTED BUTTE, COLORADO
MANAGEMENT'S DISCUSSION AND ANALYSIS
Year Ended December 31, 2014

The following table summarizes the changes in net position for the Town of Crested Butte for 2013 and 2014.

| Town of Crested Butte Year ended December 31 Changes in Net Position | | | | | | |
|--|--------------------------------|---------------------|---------------------------------|--------------------|---------------------|---------------------|
| | <u>Governmental Activities</u> | | <u>Business-type Activities</u> | | <u>Total</u> | |
| | <u>2013</u> | <u>2014</u> | <u>2013</u> | <u>2014</u> | <u>2013</u> | <u>2013</u> |
| REVENUES | | | | | | |
| Program Revenues | | | | | | |
| Charges for services | \$ 599,372 | \$ 743,657 | \$1,464,236 | \$1,522,397 | \$ 2,063,608 | \$ 2,266,054 |
| Operating grants and contributions | 222,418 | 767,886 | | | 222,418 | 767,886 |
| Capital grants and contributions | 172,952 | 113,062 | 257,640 | 280,346 | 430,592 | 393,408 |
| General Revenues | | | | | | |
| Property taxes | 887,909 | 859,317 | | | 887,909 | 859,317 |
| Real estate transfer tax | 1,020,991 | 1,463,681 | | | 1,020,991 | 1,463,681 |
| Sales and use tax | 2,968,126 | 3,563,257 | | | 2,968,126 | 3,563,257 |
| Other taxes | 172,997 | 183,881 | | | 172,997 | 183,881 |
| Other | <u>18,859</u> | <u>152,981</u> | <u>3,063</u> | <u>3,177</u> | <u>21,922</u> | <u>156,158</u> |
| Total Revenues | <u>6,063,624</u> | <u>7,847,722</u> | <u>1,724,939</u> | <u>1,805,920</u> | <u>7,788,563</u> | <u>9,653,642</u> |
| EXPENSES | | | | | | |
| General Government | 1,952,277 | 2,201,839 | | | 1,952,277 | 2,201,839 |
| Public Safety | 711,774 | 766,441 | | | 711,774 | 766,441 |
| Highways and Streets | 680,625 | 965,155 | | | 680,625 | 965,155 |
| Culture and Recreation | 739,729 | 776,638 | | | 739,729 | 776,638 |
| Auxiliary Services | 660,171 | 801,937 | | | 660,171 | 801,937 |
| Interest on long-term debt | 4,030 | 7,777 | | | 4,030 | 7,777 |
| Sewer and Water | | | <u>1,412,357</u> | <u>1,492,542</u> | <u>1,412,347</u> | <u>1,492,542</u> |
| Total Expenses | <u>4,748,606</u> | <u>5,519,787</u> | <u>1,412,347</u> | <u>1,492,542</u> | <u>6,160,953</u> | <u>7,012,329</u> |
| Increase in net position | 1,315,018 | 2,327,935 | 312,592 | 313,378 | 1,627,610 | 2,641,313 |
| Beginning net position | <u>28,462,526</u> | <u>29,777,544</u> | <u>6,461,265</u> | <u>6,773,857</u> | <u>34,923,791</u> | <u>36,551,428</u> |
| Ending net position | <u>\$29,777,544</u> | <u>\$32,105,479</u> | <u>\$6,773,857</u> | <u>\$7,087,262</u> | <u>\$36,551,401</u> | <u>\$39,192,741</u> |

D. FINANCIAL ANALYSIS OF GOVERNMENT FUNDS

Governmental funds. The focus of government funds is to provide information on near term inflows, outflows and balances of spendable resources. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

TOWN OF CRESTED BUTTE, COLORADO
MANAGEMENT'S DISCUSSION AND ANALYSIS
Year Ended December 31, 2014

As of December 31, 2014, the Town's governmental funds reported combined ending fund balance of \$11,807,543, an increase of \$2,193,430 over prior year. Of the combined ending fund balance for all governmental funds 35% of this amount or \$4,203,871, constitutes unassigned fund balance, which is available for appropriation at the Town's discretion. The Town has three major governmental funds. They are General, General Capital and Street and Alley. The Town has two other governmental funds, the Conservation Trust Fund which accounts for the funds received from the Colorado State Lottery Commission and Affordable Housing.

The General fund is the primary operating fund for the Town of Crested Butte. Under the fund reporting requirements of GASB 54, the sales tax fund is now combined into the General fund for reporting purposes. At the end of 2014, unassigned fund balance for the general fund was \$4,203,871. This unassigned fund balance is approximately 127% of the total 2014 expenditures of the combined General fund. The unassigned fund balance increased by \$318,433 during 2014.

The General Capital fund accounts for general capital acquisitions and maintenance expenditures. Real estate transfer taxes and use tax revenues are its major sources of revenue. At the end of 2014, the General Capital fund balance available for capital projects was \$3,422,483, an increase of \$696,193. The majority of this increase comes from the one time Whatever USA event money.

The Street and Alley fund accounts for construction and maintenance expenditures on the Town's streets, alleys, right of ways, sidewalks and parking lots. Its main source of revenue is a dedicated property tax. Its total fund balance was \$2,099,224 at the end of 2014, an increase of \$201,333. It is management's desire to build this fund balance to pay for upcoming construction projects.

Proprietary funds. The Town has one enterprise fund which accounts for sewer, water, and trash operations. Year-end unrestricted net position of the sewer and water fund amounted to \$3,600,925 in 2014, an increase of \$299,465. Year-end total net position amounted to \$7,087,262 in 2014, an increase of \$313,405.

E. BUDGETARY HIGHLIGHTS

There were budget amendments made to the Sales Tax fund and the Affordable Housing fund during 2014. Affordable Housing fund increase was due to the contribution to the purchase of an affordable housing unit in Block 77 through foreclosure in order to maintain the affordable housing deed restriction on the unit. It is management's intent to sell the unit in early 2015. Sales Tax fund increase was due to higher distributions to General fund, Capital fund and transportation due to increased sales tax collection. All funds had sufficient revenues or fund equity to cover the additional costs. Revenues and expenditures in all funds were closely monitored throughout the year.

F. CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets. The Town of Crested Butte invested \$774,002 in capital assets for its governmental and business type activities in 2014. As required by GASB34, the investment in capital assets includes land, buildings, improvements other than buildings, equipment, water systems, sewer systems and infrastructure.

Long-term Debt. At the end of 2014, the total outstanding long-term debt of the Town was \$2,127,515, a decrease of \$160,285 from 2013. Of this amount, \$357,780 is general obligation debt backed by the full faith and credit of the Town, \$1,602,085 is revenue backed debt and \$167,650 is lease obligations. The amount attributable to governmental activities is \$167,650 and the amount attributable to business-type activities is \$1,959,865.

TOWN OF CRESTED BUTTE, COLORADO
MANAGEMENT'S DISCUSSION AND ANALYSIS
Year Ended December 31, 2014

G. ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

- The Town of Crested Butte continues to maintain strong reserve balances.
- The real estate market increased from 2013 levels with the majority of sales being residential. The real estate market fluctuates significantly year to year. The 2015 budget anticipate real estate transfer tax to be less than 2014 actual.
- Sales tax revenues increased by 15.9% during 2014. We estimate collections for 2015 to be up slightly from 2014.
- The construction market, which generates building fees, use and sales tax revenues, sewer/water tap-in fees and affordable housing fees, increased in 2014 mostly due to increased commercial building activity. The total valuation of construction projects increased by 15%. We anticipate construction in 2015 to continue to grow in both residential and commercial activity.
- The 2015 budget has appropriations for \$1,860,925 in capital asset acquisitions including \$276,390 renovation to the historic train depot, \$550,000 for affordable housing infrastructure and \$478,500 for equipment purchases.
- The 2015 budget anticipates using \$429,991 out of fund reserves for general fund projects including \$76,275 for community grants, \$98,216 for computer capital and \$200,000 for affordable housing infrastructure.

H. REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the Town of Crested Butte's finances. If you have questions about this report or need additional financial information, contact the Town of Crested Butte, Finance Department, PO Box 39, Crested Butte, Colorado 81224.

Town of Crested Butte, Colorado

STATEMENT OF NET POSITION

December 31, 2014

| | Governmental Activities | Business-type Activities | Total |
|---|----------------------------|-----------------------------|----------------------|
| ASSETS | | | |
| Cash and investments | \$ 11,187,136 | \$ 3,529,304 | \$ 14,716,440 |
| Cash and investments, restricted | 670,230 | - | 670,230 |
| Property taxes receivable | 943,280 | - | 943,280 |
| Other receivables, net of allowance for uncollectible | 53,291 | 144,524 | 197,815 |
| Intergovernmental receivable | 438,265 | 26,407 | 464,672 |
| Internal balances | 12,125 | (12,125) | - |
| Inventory | 5,913 | 26,170 | 32,083 |
| Investment in joint venture | 1,396,718 | - | 1,396,718 |
| Capital assets | | | |
| Land | 9,737,235 | 27,610 | 9,764,845 |
| Construction in progress | 299,743 | - | 299,743 |
| Buildings, net | 2,488,186 | 8,124 | 2,496,310 |
| Improvements other than buildings, net | 2,802,098 | - | 2,802,098 |
| Equipment, net | 896,408 | 123,622 | 1,020,030 |
| Infrastructure, net | 2,907,785 | 5,286,846 | 8,194,631 |
| Total assets | <u>33,838,413</u> | <u>9,160,482</u> | <u>42,998,895</u> |
| LIABILITIES | | | |
| Accounts payable | 117,621 | 74,411 | 192,032 |
| Accrued liabilities | 56,344 | 25,737 | 82,081 |
| Compensated absences payable | 62,587 | 13,207 | 75,794 |
| Unearned revenue | 34,114 | - | 34,114 |
| Due to other governments | 101,720 | - | 101,720 |
| Funds held for others | 292,026 | - | 292,026 |
| Long-term liabilities | | | |
| Portion due or payable within one year | | | |
| Capital leases payable | 76,647 | - | 76,647 |
| Loans payable | - | 254,811 | 254,811 |
| Portion due or payable after one year | | | |
| Capital leases payable | 91,003 | - | 91,003 |
| Loans payable | - | 1,705,054 | 1,705,054 |
| Total liabilities | <u>832,062</u> | <u>2,073,220</u> | <u>2,905,282</u> |
| DEFERRED INFLOWS | | | |
| Property taxes | 900,872 | - | 900,872 |
| Total deferred inflows | <u>900,872</u> | <u>-</u> | <u>900,872</u> |
| NET POSITION | | | |
| Net investment in capital assets | 18,963,805 | 3,486,337 | 22,450,142 |
| Invested in joint venture | 1,396,718 | - | 1,396,718 |
| Restricted for: | | | |
| Open space | 416,253 | - | 416,253 |
| Parking | 249,519 | - | 249,519 |
| Law enforcement | 4,458 | - | 4,458 |
| Emergencies | 238,930 | - | 238,930 |
| Unrestricted | 10,835,796 | 3,600,925 | 14,436,721 |
| Total net position | <u>\$ 32,105,479</u> | <u>\$ 7,087,262</u> | <u>\$ 39,192,741</u> |

The accompanying notes are an integral part of this statement.

Town of Crested Butte, Colorado

STATEMENT OF ACTIVITIES

Year ended December 31, 2014

| Functions/Programs Activities: | Charges for Services | | | | Operating Grants and Contributions | Capital Grants and Contributions | Governmental Activities | Business-type Activities | Total |
|---------------------------------------|----------------------|--------------|------------|------------|--|--|----------------------------|-----------------------------|---------------|
| | Expenses | | | | | | | | |
| Governmental: | | | | | | | | | |
| General government | \$ 2,201,839 | \$ 405,330 | \$ 405,674 | \$ - | \$ (1,390,835) | \$ (1,390,835) | | \$ (1,390,835) | |
| Public safety | 766,441 | - | - | - | (766,441) | (766,441) | | (766,441) | |
| Highways and streets | 965,155 | 13,175 | 48,402 | - | (903,578) | (903,578) | | (903,578) | |
| Culture and recreation | 776,638 | 146,864 | 11,305 | 113,062 | (505,407) | (505,407) | | (505,407) | |
| Auxiliary services | 801,937 | 178,288 | 302,505 | - | (321,144) | (321,144) | | (321,144) | |
| Interest on long-term debt | 7,777 | - | - | - | (7,777) | (7,777) | | (7,777) | |
| Total governmental activities | 5,519,787 | 743,657 | 767,886 | 113,062 | (3,895,182) | (3,895,182) | | (3,895,182) | |
| Business-type | | | | | | | | | |
| Sewer and water | 1,492,542 | 1,522,397 | - | 280,346 | | | | \$ 310,201 | |
| Total business-type activities | 1,492,542 | 1,522,397 | - | 280,346 | | | | 310,201 | |
| Total | \$ 7,012,329 | \$ 2,266,054 | \$ 767,886 | \$ 393,408 | | | | \$ (3,584,981) | |
| General revenues | | | | | | | | | |
| Property taxes | | | | | 859,317 | | | | 859,317 |
| Specific ownership taxes | | | | | 51,859 | | | | 51,859 |
| Sales and use taxes | | | | | 3,563,257 | | | | 3,563,257 |
| Franchise taxes | | | | | 44,250 | | | | 44,250 |
| Real estate transfer taxes | | | | | 1,463,681 | | | | 1,463,681 |
| Other taxes and miscellaneous revenue | | | | | 87,772 | | | | 87,772 |
| Investment in joint venture | | | | | 127,170 | | | | 127,170 |
| Investment earnings | | | | | 25,811 | | | 3,204 | 29,015 |
| Total general revenues | | | | | 6,223,117 | | | 3,204 | 6,226,321 |
| Change in net position | | | | | 2,327,935 | | | 313,405 | 2,641,340 |
| Net position, beginning | | | | | 29,777,544 | | | 6,773,857 | 36,551,401 |
| Net position, ending | | | | | \$ 32,105,479 | | | \$ 7,087,262 | \$ 39,192,741 |

The accompanying notes are an integral part of this statement.

Town of Crested Butte, Colorado

BALANCE SHEET - GOVERNMENTAL FUNDS

December 31, 2014

| | General Fund | General Capital Fund | Street and Alley Fund | Other Governmental Funds | Total Governmental Funds |
|--|---------------------|----------------------|-----------------------|--------------------------|--------------------------|
| ASSETS | | | | | |
| Cash and investments | \$ 5,159,484 | \$ 3,801,559 | \$ 1,863,770 | \$ 362,323 | \$ 11,187,136 |
| Cash and investments, restricted | 4,458 | 416,253 | 249,519 | - | 670,230 |
| Receivables | | | | | |
| Taxes | 513,035 | 167,531 | 673,949 | - | 1,354,515 |
| Intergovernmental | 27,030 | - | - | - | 27,030 |
| Other | 41,425 | 3,290 | 5,987 | 2,589 | 53,291 |
| Due from other funds | - | 100,000 | - | - | 100,000 |
| Inventory | 5,913 | - | - | - | 5,913 |
| Total assets | 5,751,345 | 4,488,633 | 2,793,225 | 364,912 | 13,398,115 |
| LIABILITIES | | | | | |
| Accounts payable | 100,108 | - | 13,598 | 3,915 | 117,621 |
| Accrued liabilities | 44,490 | 5,400 | 6,454 | - | 56,344 |
| Unearned revenues | - | 34,114 | - | - | 34,114 |
| Due to other governments | 101,720 | - | - | - | 101,720 |
| Funds held for others | 292,026 | - | - | - | 292,026 |
| Due to other funds | 22,672 | - | - | 65,203 | 87,875 |
| Total liabilities | 561,016 | 39,514 | 20,052 | 69,118 | 689,700 |
| DEFERRED INFLOWS | | | | | |
| Property taxes | 226,923 | - | 673,949 | - | 900,872 |
| Total deferred inflows | 226,923 | - | 673,949 | - | 900,872 |
| FUND BALANCE | | | | | |
| Nonspendable | 5,913 | - | - | - | 5,913 |
| Prepaid expenses and inventory | | | | | |
| Restricted | | | | | |
| TABOR emergency reserve | 238,930 | - | - | - | 238,930 |
| Marshal's seizure fund | 4,458 | - | - | - | 4,458 |
| Conservation | - | - | - | 6,949 | 6,949 |
| Committed | | | | | |
| Affordable housing | - | - | - | 288,845 | 288,845 |
| Open space | - | 416,253 | - | - | 416,253 |
| Parking | - | - | 249,519 | - | 249,519 |
| Streets | - | - | 1,849,705 | - | 1,849,705 |
| Transportation | 85,360 | - | - | - | 85,360 |
| Assigned | | | | | |
| Capital projects | - | 2,948,486 | - | - | 2,948,486 |
| Depot renovation | - | 113,997 | - | - | 113,997 |
| Whatever USA Pave Rec Path | - | 60,000 | - | - | 60,000 |
| Whatever USA Ice Rink/Warming House Improvements | - | 300,000 | - | - | 300,000 |
| Next year's expenditures | 424,874 | 610,383 | - | - | 1,035,257 |
| Unassigned | 4,203,871 | - | - | - | 4,203,871 |
| Total fund balance | \$ 4,963,406 | \$ 4,449,119 | \$ 2,099,224 | \$ 295,794 | \$ 11,807,543 |

The accompanying notes are an integral part of this statement.

Town of Crested Butte, Colorado

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION

December 31, 2014

Amounts reported for governmental activities on the statement of net position are different because:

| | |
|--|----------------------|
| Total fund balance - governmental funds | \$ 11,807,543 |
| Capital assets used in governmental activities are not financial resources, and therefore, are not reported in the funds. | 19,131,455 |
| Investment in joint venture is reported in the statement of net position, not reported in the governmental funds. | 1,396,718 |
| Long-term liabilities such as capital leases and compensated absences payable are not due and payable in the current period, and therefore, are not reported in the funds. | <u>(230,237)</u> |
| Net position - governmental activities | <u>\$ 32,105,479</u> |

The accompanying notes are an integral part of this statement.

Town of Crested Butte, Colorado
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
 GOVERNMENTAL FUNDS
 Year ended December 31, 2014

| | General Fund | General Capital Fund | Street and Alley Fund | Other Governmental Funds | Total Governmental Funds |
|--|---------------------|----------------------|-----------------------|--------------------------|--------------------------|
| Revenues | | | | | |
| Taxes | \$ 3,705,501 | \$ 1,636,722 | \$ 640,890 | \$ - | \$ 5,983,113 |
| Licenses and permits | 230,355 | - | - | - | 230,355 |
| Intergovernmental | 25,467 | 691,775 | 48,403 | 11,305 | 776,950 |
| Charges for services | 214,847 | - | - | - | 214,847 |
| Fines and forfeitures | 56,624 | - | - | - | 56,624 |
| Investment earnings | 2,150 | 1,859 | 840 | 94 | 4,943 |
| Miscellaneous | 109,141 | 8,525 | 35,956 | 298,155 | 451,777 |
| Total revenues | 4,344,085 | 2,338,881 | 726,089 | 309,554 | 7,718,609 |
| Expenditures | | | | | |
| Current | | | | | |
| General government | 1,492,690 | 83,291 | 19,708 | 177,655 | 1,773,344 |
| Public safety | 746,262 | - | - | - | 746,262 |
| Highways and streets | 274,423 | - | 405,525 | - | 679,948 |
| Culture and recreation | 355,955 | 370,359 | - | 25,000 | 751,314 |
| Auxiliary services | 771,168 | - | - | 30,769 | 801,937 |
| Capital outlay | - | 749,208 | 99,523 | - | 848,731 |
| Debt service | | | | | |
| Principal | 16,208 | 32,799 | - | - | 49,007 |
| Interest | 2,989 | 4,788 | - | - | 7,777 |
| Total expenditures | 3,659,695 | 1,240,445 | 524,756 | 233,424 | 5,658,320 |
| EXCESS (UNDER) OF REVENUES OVER (UNDER) EXPENDITURES | 684,390 | 1,098,436 | 201,333 | 76,130 | 2,060,289 |
| Other financing sources (uses) | | | | | |
| Transfer in (out) | (75,000) | 75,000 | - | - | - |
| Sale of capital assets | - | 1,940 | - | - | 1,940 |
| Debt proceeds | - | 131,200 | - | - | 131,200 |
| Total other financing sources (uses) | (75,000) | 208,140 | - | - | 133,140 |
| EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES | 609,390 | 1,306,576 | 201,333 | 76,130 | 2,193,429 |
| Fund balance at beginning of year | 4,354,016 | 3,142,543 | 1,897,891 | 219,664 | 9,614,114 |
| Fund balance at end of year | <u>\$ 4,963,406</u> | <u>\$ 4,449,119</u> | <u>\$ 2,099,224</u> | <u>\$ 295,794</u> | <u>\$ 11,807,543</u> |

The accompanying notes are an integral part of this statement.

Town of Crested Butte, Colorado

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES

Year ended December 31, 2014

Amounts reported for governmental activities in the statement of activities are different because:

| | |
|--|----------------------------|
| Net change in fund balances - total governmental funds | \$ 2,193,429 |
| Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of these assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period (\$665,224 - \$568,184.) | 97,040 |
| Change in investment in joint venture | 127,170 |
| In the funds leases are shown as other financing sources in the year they are acquired but in the government wide statements they are reported as long term debt in the statement of net position | (131,200) |
| Under the modified accrual basis of accounting used in the governmental funds, expenditures for accrued compensated absences are not recognized because they are not paid with expendable available financial resources. In the statement of activities, however, which is presented on the accrual basis, these expenses and liabilities are reported regardless of when financial resources are available. This adjustment shows the change in the accrued compensated absences balance. | (7,511) |
| Governmental funds report the repayment of principal on long-term debt as expenditures. However, these repayments are not reported in the statement of activities, but as a reduction of debt in the statement of net position. This amount is the effect of the difference in the treatment of these repayments. | <u>49,007</u> |
| Change in net position of governmental activities | <u><u>\$ 2,327,935</u></u> |

The accompanying notes are an integral part of this statement.

Town of Crested Butte, Colorado

GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL

Year ended December 31, 2014

| | Budgeted Amounts | | Actual | Variance with Final Budget Favorable (Unfavorable) |
|-------------------------------|------------------|------------------|------------------|---|
| | Original | Final | | |
| Revenues | | | | |
| Taxes | | | | |
| General property taxes | \$ 219,059 | \$ 219,059 | \$ 218,429 | \$ (630) |
| Specific ownership taxes | 40,000 | 40,000 | 51,859 | 11,859 |
| Use tax | 55,000 | 55,000 | 112,000 | 57,000 |
| Sales tax | 2,678,995 | 2,988,802 | 3,278,211 | 289,409 |
| Franchise tax | 43,500 | 43,500 | 44,250 | 750 |
| Interest on delinquent taxes | 500 | 500 | 752 | 252 |
| Total taxes | <u>3,037,054</u> | <u>3,346,861</u> | <u>3,705,501</u> | <u>358,640</u> |
| Licenses and permits | | | | |
| Liquor licenses | 8,000 | 8,000 | 9,641 | 1,641 |
| Business licenses | 22,900 | 22,900 | 25,077 | 2,177 |
| Building permits | 82,000 | 82,000 | 121,715 | 39,715 |
| Occupation licenses | 44,000 | 44,000 | 49,406 | 5,406 |
| Non-business licenses/permits | 17,150 | 17,150 | 24,516 | 7,366 |
| Total licenses and permits | <u>174,050</u> | <u>174,050</u> | <u>230,355</u> | <u>56,305</u> |
| Intergovernmental | | | | |
| Tobacco tax | 8,000 | 8,000 | 9,402 | 1,402 |
| Grants and fees | 60,500 | 60,500 | 9,600 | (50,900) |
| Motor vehicle fees | 6,500 | 6,500 | 6,465 | (35) |
| Total intergovernmental | <u>75,000</u> | <u>75,000</u> | <u>25,467</u> | <u>(49,533)</u> |
| Charges for services | | | | |
| Management fees | | | | |
| Sewer and Water fund | 65,000 | 65,000 | 65,000 | - |
| Vehicle maintenance | 18,000 | 18,000 | 18,000 | - |
| Recreation | 155,550 | 155,550 | 131,847 | (23,703) |
| Total charges for services | <u>238,550</u> | <u>238,550</u> | <u>214,847</u> | <u>(23,703)</u> |
| Fines and forfeitures | 38,500 | 38,500 | 56,624 | 18,124 |
| Miscellaneous | | | | |
| Earnings on investments | 3,200 | 3,200 | 2,150 | (1,050) |
| Rents | 40,000 | 40,000 | 39,476 | (524) |
| Other | 18,000 | 18,000 | 69,665 | 51,665 |
| Contribution from reserves | 228,236 | 156,700 | - | (156,700) |
| Total miscellaneous | <u>289,436</u> | <u>217,900</u> | <u>111,291</u> | <u>(106,609)</u> |
| Total revenues | <u>3,852,590</u> | <u>4,090,861</u> | <u>4,344,085</u> | <u>253,224</u> |

Town of Crested Butte, Colorado

GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL

Year ended December 31, 2014

| | Budgeted Amounts | | Actual | Variance with Final Budget Favorable (Unfavorable) |
|--|------------------|--------------|--------------|---|
| | Original | Final | | |
| Expenditures | | | | |
| Current | | | | |
| General government | | | | |
| General | 417,560 | 392,192 | 363,514 | 28,678 |
| Court | 7,709 | 7,709 | 5,301 | 2,408 |
| Legislative | 59,238 | 59,238 | 52,104 | 7,134 |
| Legal | 147,100 | 147,100 | 142,741 | 4,359 |
| Clerk | 142,750 | 142,750 | 112,700 | 30,050 |
| Administration | 128,465 | 128,465 | 126,196 | 2,269 |
| Finance | 300,794 | 300,794 | 284,124 | 16,670 |
| Bozar | 357,063 | 360,900 | 342,514 | 18,386 |
| Transportation - other | 101,100 | 81,100 | 63,496 | 17,604 |
| Total general government | 1,661,779 | 1,620,248 | 1,492,690 | 127,558 |
| Public safety | | | | |
| Marshal | 735,392 | 751,540 | 746,262 | 5,278 |
| Culture and recreation | 461,901 | 461,901 | 355,955 | 105,946 |
| Highways and streets | 280,447 | 285,830 | 274,423 | 11,407 |
| Auxiliary services | | | | |
| Community development | 107,516 | 107,516 | 88,488 | 19,028 |
| Transportation Mountain Express | 582,823 | 630,000 | 682,680 | (52,680) |
| Total auxiliary services | 690,339 | 737,516 | 771,168 | (33,652) |
| Debt service | | | | |
| Principal | 16,208 | 16,208 | 16,208 | - |
| Interest | 2,989 | 2,989 | 2,989 | - |
| Total debt service | 19,197 | 19,197 | 19,197 | - |
| Total expense | 3,849,055 | 3,876,232 | 3,659,695 | 216,537 |
| EXCESS OF REVENUES OVER (UNDER) EXPENDITURES | 3,535 | 214,629 | 684,390 | 469,761 |
| Other financing sources | | | | |
| Transfers in (out) | - | (222,292) | (75,000) | 147,292 |
| | - | (222,292) | (75,000) | 147,292 |
| EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES | 3,535 | (7,663) | 609,390 | 617,053 |
| Fund balance, beginning of year | 4,354,016 | 4,354,016 | 4,354,016 | - |
| Fund balance, end of year | \$ 4,357,551 | \$ 4,346,353 | \$ 4,963,406 | \$ 617,053 |

The accompanying notes are an integral part of this statement.

Town of Crested Butte, Colorado

GENERAL CAPITAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL

Year ended December 31, 2014

| | Budgeted Amounts | | Actual | Variance with Final Budget Favorable (Unfavorable) |
|--|---------------------|---------------------|---------------------|---|
| | Original | Final | | |
| Revenues | | | | |
| Use tax | \$ 115,000 | \$ 115,000 | \$ 173,041 | \$ 58,041 |
| Transfer tax | 850,000 | 850,000 | 1,463,681 | 613,681 |
| Grants | 559,172 | 559,172 | 691,775 | 132,603 |
| Earnings on investments | 1,300 | 1,300 | 1,859 | 559 |
| Miscellaneous | 252,622 | 252,622 | 8,525 | (244,097) |
| Total revenues | <u>1,778,094</u> | <u>1,778,094</u> | <u>2,338,881</u> | <u>560,787</u> |
| Expenditures | | | | |
| Current | | | | |
| Administration | 64,158 | 64,158 | 44,371 | 19,787 |
| Contribution | 9,500 | 9,500 | 4,229 | 5,271 |
| Repairs, maintenance, supplies | 55,000 | 55,000 | 37,091 | 17,909 |
| Capital outlay | | | | |
| Park improvement and maintenance | 379,274 | 379,274 | 366,130 | 13,144 |
| Cemetery improvements | 5,000 | 5,000 | 1,829 | 3,171 |
| Other | 1,015,507 | 1,015,507 | 749,208 | 266,299 |
| Debt service | | | | |
| Principal | 52,185 | 52,185 | 32,799 | 19,386 |
| Interest | 5,270 | 5,270 | 4,788 | 482 |
| Total expenditures | <u>1,585,894</u> | <u>1,585,894</u> | <u>1,240,445</u> | <u>345,449</u> |
| EXCESS OF REVENUES OVER (UNDER) EXPENDITURES | 192,200 | 192,200 | 1,098,436 | 906,236 |
| Other financing sources | | | | |
| Transfers in | 23,000 | 23,000 | 75,000 | 52,000 |
| Sale of capital assets | 3,000 | 3,000 | 1,940 | (1,060) |
| Debt proceeds | - | - | 131,200 | 131,200 |
| Total other financing sources | <u>26,000</u> | <u>26,000</u> | <u>208,140</u> | <u>182,140</u> |
| EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES | 218,200 | 218,200 | 1,306,576 | 1,088,376 |
| Fund balance, beginning of year | <u>3,142,543</u> | <u>3,142,543</u> | <u>3,142,543</u> | <u>-</u> |
| Fund balance, end of year | <u>\$ 3,360,743</u> | <u>\$ 3,360,743</u> | <u>\$ 4,449,119</u> | <u>\$ 1,088,376</u> |

The accompanying notes are an integral part of this statement.

Town of Crested Butte, Colorado

STATEMENT OF NET POSITION
ENTERPRISE FUND

December 31, 2014

| | | Business-type Activities <u>Sewer and Water Fund</u> |
|---------------------------------------|------------------------------|--|
| ASSETS | | |
| Current assets | | |
| Cash | | \$ 3,529,304 |
| Accounts receivable | | 144,524 |
| Due from other governments | | 26,407 |
| Inventory | | 26,170 |
| | Total current assets | <u>3,726,405</u> |
| Noncurrent assets | | |
| Capital assets | | |
| Land | | 27,610 |
| Buildings | | 29,519 |
| Improvements other than buildings | | 40,714 |
| Water plant and system | | 4,347,074 |
| Sewer plant and system | | 6,271,244 |
| Equipment | | 854,919 |
| Vehicles | | 182,117 |
| Less accumulated depreciation | | (6,306,995) |
| | Total noncurrent assets | <u>5,446,202</u> |
| | Total assets | <u>9,172,607</u> |
| LIABILITIES | | |
| Current liabilities | | |
| Accounts payable | | 74,411 |
| Accrued liabilities | | 10,160 |
| Due to other funds | | 12,125 |
| Accrued interest payable | | 15,577 |
| Compensated absences payable | | 13,207 |
| Current portion of long-term debt | | 254,811 |
| | Total current liabilities | <u>380,291</u> |
| Noncurrent liabilities | | |
| Loans payable, net of current portion | | 1,705,054 |
| | Total noncurrent liabilities | <u>1,705,054</u> |
| | Total liabilities | <u>2,085,345</u> |
| NET POSITION | | |
| Net investment in capital assets | | 3,486,337 |
| Unrestricted | | 3,600,925 |
| | Total net position | <u>\$ 7,087,262</u> |

The accompanying notes are an integral part of this statement.

Town of Crested Butte, Colorado

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
ENTERPRISE FUND

Year ended December 31, 2014

| | Business-type Activities Sewer and Water Fund |
|--|--|
| Charges for services | \$ 1,522,397 |
| Operating expenses | |
| Operations and maintenance | 776,555 |
| Management fee - General fund | 65,000 |
| Contractor payments | 253,340 |
| Depreciation | 337,316 |
| Total operating expenses | 1,432,211 |
| Operating income (loss) | 90,186 |
| Nonoperating revenues (expenses) | |
| Investment income | 3,204 |
| Interest expense | (60,331) |
| Total nonoperating revenues (expenses) | (57,127) |
| Income (loss) before capital contributions | 33,059 |
| Capital contributions - tap fees | 280,346 |
| Change in net position | 313,405 |
| Net position, beginning of year | 6,773,857 |
| Net position, end of year | \$ 7,087,262 |

The accompanying notes are an integral part of this statement.

STATEMENT OF
ENTERPRISE

Year ended

| | <u>Sewer and Water Fund</u> |
|---|---|
| Cash flows from operating activities | |
| Cash received from customers | \$ 1,517,591 |
| Cash paid to suppliers | (448,713) |
| Cash paid to and for employees | (555,096) |
| Cash payments for internal services | (65,000) |
| | <u>448,782</u> |
| | Net cash provided (used) by operating activities |
| | 448,782 |
| Cash flows from noncapital financing activities | |
| Specific purpose contributions and grants | (8,395) |
| Change in due from/to other funds | 32,236 |
| | <u>23,841</u> |
| | Net cash provided (used) by noncapital financing activities |
| | 23,841 |
| Cash flows from capital and related financing activities | |
| Acquisition of capital assets | (108,777) |
| Proceeds from tap fees | 280,346 |
| Principal payments on long-term debt | (242,479) |
| Interest paid on long-term debt | (62,550) |
| | <u>(133,460)</u> |
| | Net cash provided (used) by capital and related financing activities |
| | (133,460) |
| Cash flows from investing activities | |
| Interest received | 3,204 |
| | <u>3,204</u> |
| | Net cash provided (used) by investing activities |
| | 3,204 |
| Net increase (decrease) in cash and cash equivalents | 342,367 |
| Cash and cash equivalents, beginning of year | <u>3,186,964</u> |
| Cash and cash equivalents, end of year | <u>\$ 3,529,331</u> |

The accompanying notes are an integral part of this statement.

Butte, Colorado

CASH FLOWS
FUND

December 31, 2014

| | <u>Sewer and Water Fund</u> |
|--|---------------------------------|
| <u>Reconciliation of operating income (loss)</u> <u>to net cash provided (used) by operating activities</u> | |
| Operating income (loss) | \$ 90,186 |
| Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities | |
| Depreciation | 337,315 |
| (Increase) decrease in accounts receivable | (4,806) |
| (Increase) decrease in inventory | (2,737) |
| Increase (decrease) in accounts payable | 25,691 |
| Increase (decrease) in accrued liabilities | 3,133 |
| Total adjustments | <u>358,596</u> |
| Net cash provided (used) by operating activities | <u>\$ 448,782</u> |

NOTES TO FINANCIAL STATEMENTS

December 31, 2014

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Town of Crested Butte (the “Town”) provides a full range of services contemplated by statute or charter. These include general government functions, public safety (Marshal), highways and streets, culture and recreation, planning and zoning, community development, public improvements, water and sanitation and general administrative service.

The financial statements of the Town of Crested Butte include the organizations that are controlled by or dependent on the Town. Control or dependence is determined on the basis of budget adoption, taxing authority, funding, scope of public service, ability to influence operation, designation of management and appointment of respective governing board.

Based upon the foregoing criteria, the financial statements of the following organizations are excluded from the accompanying financial statements.

Crested Butte Fire Protection District – The District’s board has total autonomy to incur debt, establish budgets and levy property taxes to support the District’s operations.

Mt. Crested Butte Water and Sanitation District – The District, located in Mt. Crested Butte, Colorado, has total autonomy to incur debt and funds its operations from user fees.

The accounting and reporting policies of the Town of Crested Butte conform to generally accepted accounting principles as set forth by the American Institute of Certified Public Accountants and the Governmental Accounting Standards Board (GASB). Some of the primary functions of the Town’s financial statements are as follows:

- Government-wide financial reporting, which provides a picture of the Town as a single, unified entity.
- Narrative overview and analysis, which provides financial statement users with a narrative introduction, overview and analysis of the basic financial statements in the form of management’s discussion and analysis (MD&A).
- Emphasis on the Town’s major funds.
- Expanded budgetary reporting to show budgetary comparisons based on the Town’s original and final amended budget.

The following summary of significant accounting policies is presented to assist the reader in evaluating the Town’s financial statements.

NOTES TO FINANCIAL STATEMENTS

December 31, 2014

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

Basis of Presentation

Governmental Fund Types

Governmental funds are those through which most governmental functions of the Town are financed. The acquisition, use and balances of the Town's expendable financial resources and the related liabilities (except those accounted for in proprietary funds) are accounted for through governmental funds. The measurement focus is based upon determination of changes in financial position, rather than upon net income determination. The following are the Town's Governmental Fund Types:

General Fund – The General fund is the general operating fund of the Town. It is used to account for all financial resources except those required to be accounted for in another fund.

Special Revenue Funds – Special Revenue Funds are used to account for the proceeds of specific revenue sources (other than special assessments) that are legally restricted to expenditures for specific purposes.

Capital Projects Funds – The Capital Projects Funds are used to account for capital improvements (except those financed by proprietary funds) which are financed from bond issues, certain federal grants and other specific receipts.

Proprietary Fund Types

Proprietary funds are used to account for the Town's ongoing activities which are similar to those often found in the private sector. The measurement focus is upon determination of net income. The Town's Enterprise Fund provides sewer, water, and sanitation services and is described as follows:

Enterprise Funds – Enterprise Funds account for operations that are financed and operated in a manner similar to private business enterprises – where the intent of the Town is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges. The acquisition, maintenance and improvement of the physical plant facilities required to provide these goods and services are financed from existing cash resources, the issuance of bonds (revenue or general obligation), federal grants and other Town funds.

Government-wide Financial Statements

The government-wide financial statements (i.e. the statement of net position and the statement of activities) report information on all of the activities of the Town. Governmental activities, which normally are supported by taxes, charges for services and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on user charges for support.

NOTES TO FINANCIAL STATEMENTS

December 31, 2014

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with specific function or segment. Program revenues include 1) charges to those who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Fund Financial Statements

The accounts of the Town are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures, or expenses, as appropriate. Government resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

All governmental funds are accounted for on a flow of current financial resources basis. Balance sheets for these funds generally include only current assets and current liabilities. Reported fund balances are considered a measure of available, spendable resources. Operating statements for these funds present a summary of available, spendable resources and expenditures for the period.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and enterprise funds are reported as separate columns in the fund financial statements.

The Town reports the following major governmental funds:

- The General Fund is the Town’s primary operating fund. It accounts for all financial resources of the Town, except those required to be accounted for in another fund.
- The General Capital Fund accounts for general government capital projects, outlays and maintenance as well as open space acquisitions. It is financed primarily by real estate transfer taxes and sales and use tax revenues.
- The Street and Alley Fund accounts for all expenditures for streets, alleys and sidewalks. Its revenue stream is mostly property taxes.

The Sales Tax Fund is reported as a sub-fund of the General Fund to comply with GASB 54.

The remaining governmental funds are aggregated and presented as non-major funds in the Other column. Currently this column includes the Conservation Trust Fund which accounts for State of Colorado lottery funds to be used for parks and recreation services and capital and the Affordable Housing Fund which is used to finance the development and preservation of affordable housing.

NOTES TO FINANCIAL STATEMENTS

December 31, 2014

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

Enterprise Funds account for operations that are financed and operated in a manner similar to private business enterprises, where the intent is that the cost of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges. Enterprise funds are considered major funds because of community interests in the activities and sources of funding supporting these operations. The Town has one enterprise fund, its Sewer and Water Fund.

Basis of Accounting

Government-Wide and Proprietary Fund Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the enterprise fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The accrual basis of accounting is utilized by enterprise funds. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred.

Governmental Fund Financial Statements

The modified accrual basis of accounting is followed by the Governmental fund types. Under the modified accrual basis of accounting, revenues are recorded when they become available and measurable. Available means collectible within the current period or soon enough thereafter to pay current liabilities. For this purpose, the Town considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Major revenues that are determined to be susceptible to accrual include sales and use taxes, real estate transfer taxes, property taxes, and charges for services.

Intergovernmental revenues received as reimbursements for specific purposes or projects are recognized based upon the expenditures recorded.

Expenditures are recorded when the liability is incurred. However, debt service expenditures, as well as expenditures related to compensated absences are recorded only when payment is due.

As a rule the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this rule are payments to the General Fund by the enterprise fund for providing administrative and billing services for the fund, and charges between the Town's enterprise fund and various other functions of the Town. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned. Interfund activity has not been eliminated in the fund financial statements.

NOTES TO FINANCIAL STATEMENTS

December 31, 2014

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

Amounts reported as program revenues include charges to customers for goods and services, operating grants and contributions, and capital grants and contributions. General revenues include all taxes and interest earnings.

The proprietary fund distinguishes operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with the fund's principal ongoing operations. The principal operating revenues of the Town's enterprise fund are charges to customers for sales and services. Operating expenses include the costs of sales and services, personal services, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the Town's policy to use restricted assets first, then unrestricted resources as they are needed.

Budget

An annual budget and appropriation ordinance is adopted by the Town Council in accordance with the Local Government Budget Law of Colorado. The budget is prepared on a basis consistent with generally accepted accounting principles for all governmental fund types, except for federal pass-through grants, which are not budgeted. The budget of the enterprise fund is adopted on a basis not consistent with GAAP but uses the spending measurement focus method. All annual appropriations lapse at year end. Any revisions that alter the total for each fund must be approved by the Town Council through a supplemental appropriation ordinance.

Property Tax Calendar

Property taxes levied become due January 1 following the year of assessment. They are payable in full by April 30, or in two equal installments due the last day of February and June 15. The property taxes, in which an enforceable claim attaches to the properties that are measurable but not available at the end of the Town's accounting period, are recorded as deferred revenue and recognized as revenue in the subsequent accounting period when collected. Gunnison County bills and collects the Town's property taxes. Property taxes become a lien on the property as of January 1 of the year assessed.

Recognition of Grant Revenue

Where the expenditure of funds is the prime factor for determining eligibility for grant funds, revenue is recognized at the time the expenditure is incurred.

NOTES TO FINANCIAL STATEMENTS

December 31, 2014

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

Capitalized Tap Fees

Sewer and water tap fees substantially represent a contribution from developers or individuals for existing or contemplated new facilities to serve new customers, therefore such amounts are treated as systems development fees and are recorded as capital contributions in the Statement of Revenues, Expenses and Changes in Net Position.

Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capitalized assets are defined by the Town as assets that have a useful life of more than one year, and for which the initial, individual value equals or exceeds \$5,000.

All purchased assets are valued at cost where historical records are available and at an estimated historical cost where no historical records exist. Donated assets are valued at their estimated fair market value on the date received. The cost of normal maintenance and repairs that do not add to the value of an asset or materially extend asset life are not capitalized.

Depreciation on all assets is provided on the straight-line basis over the following estimated useful lives:

| <u>Asset Class</u> | <u>Useful Life</u> |
|-------------------------|--------------------|
| Buildings | 50 years |
| Other Improvements | 20-30 years |
| Furniture & Equipment | 5-15 years |
| Water and Sewer Systems | 25-40 years |
| Infrastructure | 15-40 years |

Public domain assets consisting of roads, bridges, curbs and gutters, street and sidewalks, drainage systems and lighting systems are examples of infrastructure assets.

General infrastructure assets acquired prior to January 1, 2004, are not reported in the basic financial statements. General infrastructure assets include all roads, bridges, and other infrastructure assets acquired subsequent to January 1, 2004.

NOTES TO FINANCIAL STATEMENTS

December 31, 2014

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

Long-Term Liabilities

In the government-wide and enterprise fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable government or business-type activities. Long-term debt for governmental funds is not reported as liabilities in the fund financial statements. The debt proceeds are reported as other financing sources and payment of principal and interest are reported as expenditures. The accounting for the proprietary fund is the same in the fund statements as it is in the government-wide statements.

Accrued Liabilities for Compensated Absences

The Town allows employees to accumulate earned but unused vacation pay benefits. In the government-wide statements, vacation pay is accrued when incurred and reported as a liability of the governmental and business-type activities. In the governmental funds, vacation pay that is expected to be liquidated with expendable available financial resources is reported as an expenditure and a fund liability of the governmental fund that will pay it. Amounts not expected to be liquidated with expendable available financial resources are not reported as an expenditure.

Net Position

Net position represents the difference of assets, liabilities, and deferred inflows. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balance of any borrowings used for the acquisition or construction of improvements on those assets. Net position is reported as restricted when there are limitations imposed on its use either through the enabling legislation adopted by the Town of Crested Butte or through external restrictions imposed by creditors, grantors, laws or regulations of other governments.

Capitalization of Enterprise Fund Interest Expense

Interest incurred during the period of construction of assets constructed in the Enterprise Fund was capitalized as part of those assets.

Sales Tax Revenues

In accordance with the Town's Ordinance, the Town's four (4) percent sales tax revenue is allocated as follows:

| | |
|------------------------|-----|
| General Fund – maximum | 75% |
| Transportation | 25% |

If the General Fund does not need the full 75% of the sales tax, the remainder is distributed to the General Capital Fund. The amount needed for the General Fund is determined during the budget process. During 2014, the General Fund received 75% of sales tax revenue.

NOTES TO FINANCIAL STATEMENTS

December 31, 2014

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

Joint Venture

Mountain Express (the “joint venture”) is a joint venture of the towns of Crested Butte and Mt. Crested Butte. The joint venture provides bus service to the Crested Butte ski area and throughout the towns. The towns of Crested Butte and Mt. Crested Butte contribute ninety-five percent (95%) of their respective town’s one percent (1%) sales tax adopted for transportation services. The Town of Mt. Crested Butte also contributes twenty-five percent (25%) of the proceeds of the four percent (4%) admissions tax adopted by the Town of Mt. Crested Butte and designated for transportation. Due to the nature of funding from federal grants and contributions by the partners, the operations are reported as a Governmental Fund in the joint venture’s separately issued financial statements.

Investment in the joint venture is recorded as an expenditure at the time the investment is made. The Town’s equity interest (50%) has been recorded in the governmental activities column of the Statement of Net Position.

Seizure Funds

In accordance with the Colorado Contraband Forfeiture Act the proceeds from the seizure of contraband must be used for the specific purpose of law enforcement activities. These funds have been included in the Town’s General Fund.

Inventories and Prepaid Items

Inventories in governmental funds consist of expendable supplies held for consumption stated on a first-in, first-out basis. They are reported at cost which is recorded as an expenditure at the time individual inventory items are used. Proprietary fund inventories are recorded at the lower of cost or market on a first-in, first-out basis.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Cash and Cash Equivalent

For purposes of reporting cash flows, all certificates of deposit, regardless of maturity, are considered to be cash equivalents.

NOTES TO FINANCIAL STATEMENTS

December 31, 2014

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

Fund Balance

Beginning with fiscal year 2011 the Town implemented GASB Statement No. 54, “Fund Balance Reporting and Governmental Fund Type Definitions.” This statement provides more clearly defined fund balance categories to make the nature and extent of the constraints placed on a government’s fund balances more transparent. In the fund financial statements the following classifications describe the relative strength of the spending constraint.

Non-spendable fund balance – The portion of fund balance that cannot be spent because it is either not in spendable form (such as prepaid expense and inventory), or is legally or contractually required to be maintained intact.

Restricted fund balance – The portion of fund balance constrained to being used for a specific purpose by external parties (such as grantors or bondholders), constitutional provisions or enabling legislation.

Committed fund balance – The portion of fund balance constrained for specific purposes according to limitations imposed by the Town’s highest level of decision making authority, the Board of Trustees, prior to the end of the current fiscal year. The constraint may be removed or changed only through formal action of the Board of Trustees.

Assigned fund balance – The portion of fund balance set aside for planned or intended purposes. The intended use may be expressed by the Board of Trustees or other individuals authorized to assign funds to be used for a specific purpose.

Unassigned fund balance – The residual portion of fund balance that does not meet any of the above criteria. The Town will only report a positive unassigned fund balance.

If both restricted and unrestricted amounts of fund balance are available for use when an expenditure is incurred, it is Town policy to use restricted amounts first. Unrestricted fund balance will be used in the following order; committed, assigned and unassigned.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, deferred inflows, and disclosure of contingent liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Town of Crested Butte, Colorado

NOTES TO FINANCIAL STATEMENTS

December 31, 2014

NOTE B – INTERFUND TRANSACTIONS

Interfund receivable and payable balances at December 31, 2014, which represent collections not yet distributed, are as follows:

| | Interfund <u>Receivables</u> | Interfund <u>Payable</u> |
|-------------------------|---------------------------------|-----------------------------|
| General Fund | \$ – | \$ 22,672 |
| Affordable Housing Fund | – | 40,203 |
| Conservation Fund | – | 25,000 |
| General Capital Fund | 100,000 | – |
| Sewer and Water Fund | – | 12,125 |
| | <u>\$ 100,000</u> | <u>\$ 100,000</u> |

Interfund administrative fees of \$65,000 were charged by the General Fund to the Sewer and Water Fund for the year ended December 31, 2014.

NOTE C – CAPITAL ASSETS

| | <u>Balance</u> <u>12/31/13</u> | <u>Additions</u> | <u>Deletions</u> | <u>Balance</u> <u>12/31/14</u> |
|--|-----------------------------------|------------------|------------------|-----------------------------------|
| Governmental Activities | | | | |
| Capital assets not being depreciated: | | | | |
| Land | \$ 9,737,235 | \$ – | \$ – | \$ 9,737,235 |
| Construction in progress | – | 299,743 | – | 299,743 |
| Total capital assets not being depreciated | <u>9,737,235</u> | <u>299,743</u> | <u>–</u> | <u>10,036,978</u> |
| Capital assets being depreciated: | | | | |
| Buildings | 3,590,658 | 67,634 | – | 3,658,292 |
| Improvements other than buildings | 3,992,466 | – | (961) | 3,991,505 |
| Infrastructure | 4,200,761 | 96,312 | – | 4,297,073 |
| Equipment | 2,797,162 | 201,536 | (74,843) | 2,923,855 |
| | <u>14,581,047</u> | <u>365,482</u> | <u>(75,804)</u> | <u>14,870,725</u> |
| Less accumulated depreciation: | | | | |
| Buildings | (1,087,893) | (82,213) | – | (1,170,106) |
| Improvements other than buildings | (1,062,425) | (127,945) | 961 | (1,189,409) |
| Infrastructure | (1,188,816) | (200,470) | – | (1,389,286) |
| Equipment | (1,944,733) | (157,557) | 74,843 | (2,027,447) |
| | <u>(5,283,867)</u> | <u>(568,185)</u> | <u>75,804</u> | <u>(5,776,248)</u> |
| Capital assets being depreciated, net | <u>9,297,180</u> | <u>(202,703)</u> | <u>–</u> | <u>9,094,477</u> |
| Total Governmental Activities | | | | |
| Capital assets | <u>\$ 19,034,415</u> | <u>\$ 97,040</u> | <u>\$ –</u> | <u>\$ 19,131,455</u> |

Town of Crested Butte, Colorado

NOTES TO FINANCIAL STATEMENTS

December 31, 2014

NOTE C – CAPITAL ASSETS – CONTINUED

Business-type Activities

Capital assets not being depreciated:

| | | | | | | | | |
|------|----|--------|----|---|----|---|----|--------|
| Land | \$ | 27,610 | \$ | – | \$ | – | \$ | 27,610 |
|------|----|--------|----|---|----|---|----|--------|

Capital assets being depreciated:

| | | | | | | | | |
|-------------------------------------|--|-------------------|--|----------------|--|-----------------|--|-------------------|
| Buildings | | 29,519 | | – | | – | | 29,519 |
| Improvements other than buildings | | 40,714 | | – | | – | | 40,714 |
| Water plant and distribution system | | 4,338,158 | | 8,916 | | – | | 4,347,074 |
| Sewer plant and collection system | | 6,265,833 | | 5,411 | | – | | 6,271,244 |
| Equipment | | 813,219 | | 41,700 | | – | | 854,919 |
| Vehicles | | 172,827 | | 52,750 | | (43,460) | | 182,117 |
| | | <u>11,660,270</u> | | <u>108,777</u> | | <u>(43,460)</u> | | <u>11,725,587</u> |

Less accumulated depreciation:

| | | | | | | | | |
|-------------------------------------|--|--------------------|--|------------------|--|---------------|--|--------------------|
| Buildings | | (20,634) | | (761) | | – | | (21,395) |
| Improvements other than buildings | | (40,714) | | – | | – | | (40,714) |
| Water plant and distribution system | | (2,139,292) | | (134,566) | | – | | (2,273,858) |
| Sewer plant and distribution system | | (2,867,436) | | (190,178) | | – | | (3,057,614) |
| Equipment | | (772,237) | | (8,733) | | – | | (780,970) |
| Vehicles | | (172,827) | | (3,077) | | 43,460 | | (132,444) |
| | | <u>(6,013,140)</u> | | <u>(337,315)</u> | | <u>43,460</u> | | <u>(6,306,995)</u> |

Capital assets being depreciated, net

| | | | | | | | | |
|--|--|------------------|--|------------------|--|----------|--|------------------|
| | | <u>5,647,130</u> | | <u>(228,538)</u> | | <u>–</u> | | <u>5,418,592</u> |
|--|--|------------------|--|------------------|--|----------|--|------------------|

Total Business-type Activities

| | | | | | | | | |
|----------------|----|-----------|----|-----------|----|---|----|-----------|
| Capital assets | \$ | 5,674,740 | \$ | (228,538) | \$ | – | \$ | 5,446,202 |
|----------------|----|-----------|----|-----------|----|---|----|-----------|

Depreciation was charged to governmental functions as follows:

| | | |
|------------------------|----|---------|
| General Government | \$ | 420,981 |
| Public Safety | | 20,179 |
| Culture and Recreation | | 25,324 |
| Streets and Highways | | 101,701 |

Town of Crested Butte, Colorado

NOTES TO FINANCIAL STATEMENTS

December 31, 2014

NOTE D – LONG-TERM LIABILITIES

Changes in long-term liabilities for the year ended December 31, 2014 were as follows:

| | <u>Balance</u> <u>12/31/13</u> | <u>Additions</u> | <u>Reduction</u> | <u>Balance</u> <u>12/31/14</u> | <u>Due Within</u> <u>One Year</u> |
|---------------------------------|-----------------------------------|-------------------|---------------------|-----------------------------------|--------------------------------------|
| Governmental Activities: | | | | | |
| Capitalized lease agreements | \$ 85,457 | \$ 131,200 | \$ (49,007) | \$ 167,650 | \$ 65,681 |
| Compensated absences | <u>55,077</u> | <u>7,510</u> | <u>–</u> | <u>62,587</u> | <u>62,587</u> |
| | <u>\$ 140,534</u> | <u>\$ 138,710</u> | <u>\$ (49,007)</u> | <u>\$ 230,237</u> | <u>\$ 128,268</u> |
| Business-type Activities | | | | | |
| General Obligation | | | | | |
| Sewer Plant Loan | \$ 517,980 | \$ – | \$ (160,200) | \$ 357,780 | \$ 170,880 |
| Revolving Fund | | | | | |
| Sewer Plant Loan | 1,302,627 | – | (65,038) | 1,237,589 | 66,345 |
| CWPDA Water Tank | | | | | |
| Loan | 381,736 | – | (17,240) | 364,496 | 17,586 |
| Compensated absences | <u>11,670</u> | <u>1,537</u> | <u>–</u> | <u>13,207</u> | <u>13,207</u> |
| | <u>\$2,214,013</u> | <u>\$ 1,537</u> | <u>\$ (242,477)</u> | <u>\$ 1,973,073</u> | <u>\$ 268,018</u> |

Capitalized Leases:

The Town has entered into capital lease agreements for equipment, vehicles and real estate with a cost of \$595,139. Future minimum payments for the leases are as follows:

| | <u>Year</u> | <u>Amount</u> |
|---|-------------|-------------------|
| | 2015 | \$ 65,681 |
| | 2016 | 54,785 |
| | 2017 | 49,987 |
| | 2018 | <u>8,898</u> |
| | | 179,351 |
| Less amounts representing interest: | | <u>(11,701)</u> |
| Present value of net minimum lease payments | | <u>\$ 167,650</u> |

Town of Crested Butte, Colorado

NOTES TO FINANCIAL STATEMENTS

December 31, 2014

NOTE D – LONG-TERM LIABILITIES – CONTINUED

General Obligation, Sewer Plant Loan:

Colorado Water Resources & Power Development Authority (CWRPDA) general obligation loan, amount of original issue \$2,499,120 with interest thereon at the average rate of 4.727%, dated June 1, 1996. Principal and interest payable February 1 and August 1 are as follows:

| | <u>Principal</u> | <u>Interest</u> | <u>Total</u> |
|------|-------------------|------------------|-------------------|
| 2015 | \$ 170,880 | \$ 33,197 | \$ 204,077 |
| 2016 | 186,900 | 17,013 | 203,913 |
| | <u>\$ 357,780</u> | <u>\$ 50,210</u> | <u>\$ 407,990</u> |

The Town has the option to prepay the loan, in whole or in part (minimum of \$100,000 increments), upon prior written notice. Prepayments shall be subjected to prepayment of certain administrative fees and a redemption premium as determined by the Authority.

The Town has pledged the wastewater treatment system and irrevocable covenants to levy the necessary limited ad valorem taxes in the amount of \$289,144 per annum, without limitation as to rate, on all taxable property within its boundaries, if necessary, for the repayment of the loan.

The loan agreement requires the Town to maintain an operations and maintenance reserve in an amount equal to three months of operation and maintenance expenses as set forth in the annual budget. At December 31, 2014, the Town was in compliance with this covenant.

Water Pollution Control Revolving Fund – Direct Loan

Colorado Water Resources & Power Development Authority (CWRPDA) direct loan, amount of original issue \$1,900,000 with interest thereon at the average rate of 2.00%, dated May 25, 2010. Principal and interest payable May 1 and November 1 are as follows:

| | <u>Principal</u> | <u>Interest</u> | <u>Total</u> |
|-----------|---------------------|-------------------|---------------------|
| 2015 | \$ 66,345 | \$ 24,422 | \$ 90,767 |
| 2016 | 67,679 | 23,088 | 90,767 |
| 2017 | 69,039 | 21,728 | 90,767 |
| 2018 | 70,427 | 20,340 | 90,767 |
| 2019 | 71,842 | 18,925 | 90,767 |
| 2020-2024 | 381,462 | 72,373 | 453,835 |
| 2025-2029 | 421,371 | 32,464 | 453,835 |
| 2030 | 89,424 | 1,344 | 90,768 |
| | <u>\$ 1,237,589</u> | <u>\$ 214,684</u> | <u>\$ 1,452,273</u> |

Town of Crested Butte, Colorado

NOTES TO FINANCIAL STATEMENTS

December 31, 2014

NOTE D – LONG-TERM LIABILITIES – CONTINUED

Drinking Water Revolving Fund – Direct Loan

Colorado Water Resources & Power Development Authority (CWRPDA) direct loan, amount of original issue \$400,000 with interest thereon at the average rate of 2.00%, dated February 29, 2012. Principal and interest payable May 1 and November 1 are as follows:

| | <u>Principal</u> | <u>Interest</u> | <u>Total</u> |
|-----------|-------------------|------------------|-------------------|
| 2015 | \$ 17,586 | \$ 7,202 | \$ 24,788 |
| 2016 | 17,940 | 6,848 | 24,788 |
| 2017 | 18,300 | 6,488 | 24,788 |
| 2018 | 18,668 | 6,120 | 24,788 |
| 2019 | 19,043 | 5,745 | 24,788 |
| 2020-2024 | 101,114 | 22,826 | 123,940 |
| 2025-2029 | 111,692 | 12,248 | 123,940 |
| 2030-2032 | <u>60,153</u> | <u>1,695</u> | <u>61,848</u> |
| | <u>\$ 364,496</u> | <u>\$ 69,172</u> | <u>\$ 433,668</u> |

NOTE E – RETIREMENT PLAN

The Town maintains a defined contribution retirement plan for all qualified employees, after one year of service, as participants in the “Colorado County Officials and Employees Retirement Association.” The plan provides for regular monthly income in addition to benefits from other retirement programs.

The medium of funding is by means of the accumulation of contributions in a trust fund. Each participant’s contribution to the plan varies from 6% to 12% of their monthly compensation depending on longevity. The Town matches the participant’s contribution each month on a dollar for dollar basis. Benefits payable upon retirement, resignation, death or disability were equal to the amounts accumulated for that participant. The Town’s contributions to the retirement plan in 2014 were \$151,684. The Town’s total payroll for 2014 was \$2,249,209 and contributions were calculated using the covered payroll amount of \$1,693,827.

The liability for prior service benefits is fully funded.

Town of Crested Butte, Colorado

NOTES TO FINANCIAL STATEMENTS

December 31, 2014

NOTE F – SEGMENT INFORMATION FOR ENTERPRISE FUNDS

The Town’s Enterprise Fund provides sewer, water and sanitation services. Segment information for the year ended December 31, 2014, is as follows:

| | <u>Sewer</u> | <u>Water</u> | <u>Sanitation</u> | <u>Total</u> |
|---|-------------------|-------------------|-------------------|-------------------|
| Operating revenue | \$ 695,480 | \$ 587,068 | \$ 239,849 | \$ 1,522,397 |
| Operating expenses | | | | |
| Depreciation | 200,830 | 136,486 | – | 337,316 |
| Other | 468,385 | 391,892 | 234,618 | 1,094,895 |
| Total operating expenses | <u>669,215</u> | <u>528,378</u> | <u>234,618</u> | <u>1,432,211</u> |
| Operating income (loss) | <u>26,265</u> | <u>58,690</u> | <u>5,231</u> | <u>90,186</u> |
| Non-operating income (expenses) | | | | |
| Interest income | 1,589 | 1,588 | – | 3,204 |
| Interest expense | <u>(52,840)</u> | <u>(7,491)</u> | – | <u>(60,331)</u> |
| Total non-operating income (expenses) | <u>(51,251)</u> | <u>(5,903)</u> | – | <u>(57,127)</u> |
| Income (loss) before capital contribution | <u>(24,986)</u> | 52,787 | 5,231 | 33,059 |
| Capital contributions tap fees | <u>126,359</u> | <u>153,987</u> | – | <u>280,346</u> |
| Change in net position | <u>\$ 101,373</u> | <u>\$ 206,774</u> | <u>\$ 5,231</u> | <u>\$ 313,405</u> |
| Property and equipment | | | | |
| Additions | \$ 73,486 | \$ 35,291 | \$ – | \$ 108,777 |
| Disposals | \$ (21,730) | \$ (21,730) | \$ – | \$ 43,460 |
| Loans payable from operations | \$ 1,595,369 | \$ 364,496 | \$ – | \$ 1,959,865 |

Town of Crested Butte, Colorado

NOTES TO FINANCIAL STATEMENTS

December 31, 2014

NOTE G – JOINT VENTURE

Mountain Express

A condensed statement of net position of Mountain Express as of December 31, 2014, is as follows:

| | |
|--------------|---------------------|
| Assets | \$ 2,739,833 |
| Liabilities | <u>47,279</u> |
| Net position | <u>\$ 2,692,554</u> |

A condensed summary of revenues and expenses for the year ended December 31, 2014, is as follows:

| | |
|---|-------------------|
| Revenues | \$ 1,761,022 |
| Expenses | <u>1,440,056</u> |
| Net increase (decrease) in net position | <u>\$ 320,966</u> |

Mountain Express issues separate financial statements, which are available from the Town.

NOTE H – BUDGETS

There was one supplemental budget appropriation during 2014:

| | <u>Original Budget</u> | <u>Additional Appropriation</u> | <u>Final Budget</u> |
|-------------------------|----------------------------|-------------------------------------|-------------------------|
| General Fund | \$ 3,165,132 | \$ – | \$ 3,165,132 |
| General Capital Fund | 1,585,894 | – | 1,585,894 |
| Sewer and Water Fund | 1,659,760 | – | 1,659,760 |
| Conservation Trust Fund | 25,000 | – | 25,000 |
| Sales Tax Fund | 2,693,631 | 249,469 | 2,943,100 |
| Affordable Housing Fund | 72,600 | 141,000 | 213,600 |
| Street and Alley Fund | <u>593,319</u> | <u>–</u> | <u>593,319</u> |
| | <u>\$ 9,795,336</u> | <u>\$ 390,469</u> | <u>\$ 10,185,805</u> |

Town of Crested Butte, Colorado

NOTES TO FINANCIAL STATEMENTS

December 31, 2014

NOTE I – CASH AND INVESTMENTS

Cash

The Colorado Public Deposit Protection Act (PDPA) requires that all units of local government deposit cash in eligible public depositories, with eligibility determined by state regulators. Amounts on deposit in excess of federal insurance levels must be collateralized. The eligible collateral is determined by the PDPA. PDPA allows the institution to create a single collateral pool for all public funds. The pool is to be maintained by another institution or held in trust for all the uninsured public deposits as a group. The market value of the collateral must be at least equal to 102% of the uninsured deposits. Cash deposits are reported at carrying amount which reasonably estimates fair value. Deposits at December 31, 2014, consisted of the following:

| | |
|--|----------------------|
| Cash on hand | \$ 475 |
| Insured by FDIC | 663,994 |
| Collateralized as noted above | <u>14,332,676</u> |
| | 14,997,145 |
| Less reconciling items | <u>(32,200)</u> |
| Cash, money markets, and certificates of deposit | <u>\$ 14,964,945</u> |

Investments

Colorado statutes specify investment instruments meeting defined rating and risk criteria in which local government entities may invest:

- Obligations of the United States and certain U.S. government agency securities
- Certain international agency securities
- General obligation and revenue bonds of U.S. local government entities
- Bankers acceptances of certain banks
- Commercial paper
- Local government investment pools
- Written repurchase agreements collateralized by certain authorized securities
- Certain money market funds
- Guaranteed investment contracts

Town of Crested Butte, Colorado

NOTES TO FINANCIAL STATEMENTS

December 31, 2014

NOTE I – CASH AND INVESTMENT – CONTINUED

Local Government Investment Pool – At December 31, 2014, the Town had \$421,725 invested in the Colorado Local Government Liquid Asset Trust (“Colotrust”), an investment vehicle established by State statute for local government entities in Colorado to pool surplus funds. The State Securities Commissioner administers and enforces the requirements of creating and operating the Pool. The Pool operates similarly to a money market fund and each share is equal in value to \$1.00. The Pool is rated AAAM by Standard and Poor’s. Investments of the Pool are limited to those allowed by State statutes. A designated custodial bank provides safekeeping and depository services in connection with the direct investment and withdrawal functions. Substantially all securities owned are held by the Federal Reserve Bank in the account maintained for the custodial bank. The custodian’s internal records identify the investments owned by the participating governments. These investments are not categorized because they are not evidenced by securities that exist in physical or book entry form.

Cash and investment balances at December 31, 2014, consisted of the following:

| | |
|---------------------------------------|----------------------|
| Cash | \$ 14,964,945 |
| Colotrust | <u>421,725</u> |
| | 15,386,670 |
| Less cash and investments, restricted | <u>(670,230)</u> |
| Cash and investments, unrestricted | <u>\$ 14,716,440</u> |

Cash and investments are restricted for the unspent Marshal’s seizure funds of \$4,458; open space purchases of \$416,253; and parking reserves of \$249,519.

NOTE J – PUBLIC ENTITY RISK POOL

The Town is a member of the Colorado Intergovernmental Risk Sharing Agency (“CIRSA”). CIRSA provides liability and property insurance coverage to the Town. The coverage is provided through joint self-insurance, insurance and reinsurance, or any combination thereof. CIRSA’s rate setting policies are established by the Board of Directors, in consultation with independent actuaries. The Town is subject to a supplemental assessment in the event of deficiencies and may receive credit on future contributions in the event of a surplus.

CIRSA has entered into various excess insurance contracts to limit large losses and minimize exposure on large risks. Excess of loss contracts in effect during 2014 limit CIRSA’s per occurrence exposure to \$500,000 for property coverage, \$1,000,000 for casualty coverage and provide coverage to specified upper limits.

The Town’s 2014 contribution was \$125,501 and its share of surplus at December 31, 2014 amounted to approximately \$163,536 for the property and casualty pool and \$57,767 for the workers compensation pool.

NOTES TO FINANCIAL STATEMENTS

December 31, 2014

NOTE K – TAX, SPENDING AND DEBT LIMITATIONS

Colorado voters passed an amendment to the State Constitution, Article X, Section 20, which has several limitations, including revenue raising, spending abilities, and other specific requirements of state and local governments. The Amendment is complex and subject to judicial interpretation. The Town believes it is in compliance with the requirements of the amendment. However, the Town has made certain interpretations of the Amendment's language in order to determine its compliance. The Town includes its share of Mountain Express when calculating the above requirements.

NOTE L – CONTINGENCIES

The Town is a member of the Colorado Intergovernmental Risk Sharing Agency (CIRSA). CIRSA has a legal obligation for claims against its members to the extent that funds are available in its annually established loss fund and amounts are available from insurance providers under excess specific and aggregate insurance contracts. Losses incurred in excess of loss funds and amounts recoverable from excess insurance are direct liabilities of the participating members. The ultimate liability to the Town resulting from claims not covered by CIRSA is not presently determinable. Management is of the opinion that the final outcome of such claims, if any, will not have a material adverse effect on the Town's financial statements.

The Town participates in federal and state grant programs. These programs are subject to program compliance audits by the grantors or their representatives. The amount, if any, of expenditures which may be disallowed by the granting agencies cannot be determined at this time although the Town expects such amounts, if any to be immaterial.

SUPPLEMENTARY INFORMATION

Town of Crested Butte, Colorado

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS

December 31, 2014

| | Special Revenue | | Total Nonmajor Governmental Funds |
|---------------------------------|-----------------------|-----------------------|--|
| | Conservation Trust | Affordable Housing | |
| ASSETS | | | |
| Cash | \$ 31,949 | \$ 330,374 | \$ 362,323 |
| Accounts receivable | - | 2,589 | 2,589 |
| Total assets | <u>31,949</u> | <u>332,963</u> | <u>364,912</u> |
| LIABILITIES | | | |
| Accounts payable | - | 3,915 | 3,915 |
| Due to other funds | 25,000 | 40,203 | 65,203 |
| Total liabilities | <u>25,000</u> | <u>44,118</u> | <u>69,118</u> |
| FUND BALANCE | | | |
| Restricted to conservation | 6,949 | - | 6,949 |
| Committed to affordable housing | - | 288,845 | 288,845 |
| Total fund balance | <u>\$ 6,949</u> | <u>\$ 288,845</u> | <u>\$ 295,794</u> |

Town of Crested Butte, Colorado

COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS

Year ended December 31, 2014

| | Special Revenue | | Total Nonmajor Governmental Funds |
|---|-----------------------|-----------------------|--|
| | Conservation Trust | Affordable Housing | |
| Revenues | | | |
| Rents | \$ - | \$ 178,288 | \$ 178,288 |
| Housing payment in lieu | - | 119,867 | 119,867 |
| Intergovernmental | 11,305 | - | 11,305 |
| Earnings on investments | 14 | 80 | 94 |
| Total revenues | 11,319 | 298,235 | 309,554 |
| Expenditures | | | |
| Current | | | |
| General government | - | 177,655 | 177,655 |
| Culture and recreation | 25,000 | - | 25,000 |
| Auxiliary services | - | 30,769 | 30,769 |
| Total expenditures | 25,000 | 208,424 | 233,424 |
| EXCESS OF REVENUES OVER (UNDER) EXPENDITURES | (13,681) | 89,811 | 76,130 |
| Fund balance at beginning of year | 20,630 | 199,034 | 219,664 |
| Fund balance at end of year | \$ 6,949 | \$ 288,845 | \$ 295,794 |

Town of Crested Butte, Colorado

CONSERVATION TRUST FUND
 SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
 BUDGET AND ACTUAL

Year ended December 31, 2014

| | Budgeted Amounts | | Actual | Variance with Final Budget Favorable (Unfavorable) |
|---|------------------|----------|----------|---|
| | Original | Final | | |
| Revenues | | | | |
| Lottery proceeds | \$ 8,000 | \$ 8,000 | \$ 7,282 | \$ (718) |
| Earnings on investments | 15 | 15 | 14 | (1) |
| Miscellaneous | 4,000 | 4,000 | 4,023 | 23 |
| Total revenues | 12,015 | 12,015 | 11,319 | (696) |
| Expenditures | | | | |
| Culture and recreation | 25,000 | 25,000 | 25,000 | - |
| EXCESS OF REVENUES OVER (UNDER) EXPENDITURES | (12,985) | (12,985) | (13,681) | (696) |
| Fund balance, beginning of year | 20,630 | 20,630 | 20,630 | - |
| Fund balance, end of year | \$ 7,645 | \$ 7,645 | \$ 6,949 | \$ (696) |

Town of Crested Butte, Colorado

AFFORDABLE HOUSING FUND
 SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
 BUDGET AND ACTUAL

Year ended December 31, 2014

| | Budgeted Amounts | | Actual | Variance with Final Budget Favorable (Unfavorable) |
|---|-------------------|-------------------|-------------------|---|
| | Original | Final | | |
| Revenues | | | | |
| Housing payment in lieu | \$ 40,000 | \$ 110,195 | \$ 119,867 | \$ 9,672 |
| Duplex rent/sales | 35,280 | 35,280 | 33,188 | (2,092) |
| Red Lady Estate rent/sales | 6,960 | 6,960 | 145,100 | 138,140 |
| Earnings on investments | 100 | 100 | 80 | (20) |
| Contribution from reserves | - | 61,065 | - | (61,065) |
| Total revenues | <u>82,340</u> | <u>213,600</u> | <u>298,235</u> | <u>84,635</u> |
| Expenditures | | | | |
| Administration | 11,100 | 12,600 | 9,376 | 3,224 |
| Affordable housing tap fees | 24,000 | 24,000 | 22,665 | 1,335 |
| Housing Authority fees | 30,000 | 30,000 | 30,769 | (769) |
| Other | 7,500 | 147,000 | 145,614 | 1,386 |
| Total expenditures | <u>72,600</u> | <u>213,600</u> | <u>208,424</u> | <u>5,176</u> |
| EXCESS OF REVENUES OVER (UNDER) EXPENDITURES | 9,740 | - | 89,811 | 89,811 |
| Fund balance, beginning of year | <u>199,034</u> | <u>199,034</u> | <u>199,034</u> | <u>-</u> |
| Fund balance, end of year | <u>\$ 208,774</u> | <u>\$ 199,034</u> | <u>\$ 288,845</u> | <u>\$ 89,811</u> |

Town of Crested Butte, Colorado

STREET AND ALLEY FUND
 SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
 BUDGET AND ACTUAL

Year ended December 31, 2014

| | Budgeted Amounts | | Actual | Variance with Final Budget Favorable (Unfavorable) |
|---|------------------|--------------|--------------|---|
| | Original | Final | | |
| Revenues | | | | |
| General property taxes | \$ 642,639 | \$ 642,639 | \$ 640,890 | \$ (1,749) |
| Highway users tax | 46,500 | 46,500 | 48,403 | 1,903 |
| Parking in lieu | 27,000 | 27,000 | 27,024 | 24 |
| Earnings on investments | 1,000 | 1,000 | 840 | (160) |
| Miscellaneous | 5,500 | 5,500 | 8,932 | 3,432 |
| Total revenues | 722,639 | 722,639 | 726,089 | 3,450 |
| Expenditures | | | | |
| Administration | 23,400 | 23,400 | 19,708 | 3,692 |
| Highways and streets | 442,919 | 442,919 | 405,525 | 37,394 |
| Capital outlay | 127,000 | 127,000 | 99,523 | 27,477 |
| | 593,319 | 593,319 | 524,756 | 68,563 |
| EXCESS OF REVENUES OVER (UNDER) EXPENDITURES | 129,320 | 129,320 | 201,333 | 72,013 |
| Fund balance, beginning of year | 1,897,891 | 1,897,891 | 1,897,891 | - |
| Fund balance, end of year | \$ 2,027,211 | \$ 2,027,211 | \$ 2,099,224 | \$ 72,013 |

Town of Crested Butte, Colorado

SEWER AND WATER FUND
 SCHEDULE OF REVENUES AND EXPENSES
 BUDGET AND ACTUAL (NON-GAAP BASIS)

Year ended December 31, 2014

| | Budgeted Amounts | | Actual | Variance with Final Budget Favorable (Unfavorable) |
|---|-------------------|-------------------|-------------------|---|
| | Original | Final | | |
| Revenues | | | | |
| Charges for services | \$ 1,535,460 | \$ 1,535,460 | \$ 1,522,397 | \$ (13,063) |
| Tap fees | 221,500 | 221,500 | 280,346 | 58,846 |
| Earnings on investments | 2,800 | 2,800 | 3,204 | 404 |
| Total revenues | <u>1,759,760</u> | <u>1,759,760</u> | <u>1,805,947</u> | <u>46,187</u> |
| Expenses | | | | |
| Operations and maintenance | 1,059,479 | 1,059,479 | 1,029,895 | 29,584 |
| Management fees | 65,000 | 65,000 | 65,000 | - |
| Debt service principal | 242,478 | 242,478 | 242,477 | 1 |
| Debt service interest | 73,828 | 73,828 | 60,331 | 13,497 |
| Capital outlay | 218,975 | 218,975 | 108,777 | 110,198 |
| Total expenses | <u>1,659,760</u> | <u>1,659,760</u> | <u>1,506,480</u> | <u>153,280</u> |
| EXCESS OF REVENUES OVER (UNDER) EXPENSES | <u>\$ 100,000</u> | <u>\$ 100,000</u> | 299,467 | <u>\$ 199,467</u> |
| Adjustments to budgetary basis | | | | |
| Add debt service principal | | | 242,477 | |
| Add capital outlay | | | 108,777 | |
| Less depreciation | | | (337,316) | |
| Change in net position | | | <u>\$ 313,405</u> | |

Town of Crested Butte, Colorado

COMBINING BALANCE SHEET
GENERAL FUND AND RELATED SUB-FUND

December 31, 2014

| | General Fund | Sales Tax Fund | Total General Fund |
|----------------------------------|---------------------|----------------------|--------------------------|
| ASSETS | | | |
| Cash and investments | \$ 4,461,699 | \$ 697,785 | \$ 5,159,484 |
| Cash and investments, restricted | 4,458 | - | 4,458 |
| Receivables | | | |
| Taxes | 226,923 | 286,112 | 513,035 |
| Intergovernmental | 8,949 | 18,081 | 27,030 |
| Other | 41,425 | - | 41,425 |
| Due from other funds | (255,400) | 255,400 | - |
| Inventory | 5,913 | - | 5,913 |
| Total assets | <u>4,493,967</u> | <u>1,257,378</u> | <u>5,751,345</u> |
| LIABILITIES | | | |
| Accounts payable | 72,593 | 27,515 | 100,108 |
| Accrued liabilities | 44,490 | - | 44,490 |
| Due to other governments | | 101,720 | 101,720 |
| Funds held for others | 292,026 | - | 292,026 |
| Due to other funds | (52,328) | 75,000 | 22,672 |
| Total liabilities | <u>356,781</u> | <u>204,235</u> | <u>561,016</u> |
| DEFERRED INFLOWS | | | |
| Property taxes | 226,923 | - | 226,923 |
| Total deferred inflows | <u>226,923</u> | <u>-</u> | <u>226,923</u> |
| FUND BALANCE | | | |
| Nonspendable | | | |
| Prepaid expenses and inventory | 5,913 | - | 5,913 |
| Restricted | | | |
| TABOR Emergency Reserve | - | 238,930 | 238,930 |
| Marshal's seizure fund | 4,458 | - | 4,458 |
| Committed | | | |
| Transportation | - | 85,360 | 85,360 |
| Assigned | | | |
| Next year's expenditures | 424,874 | - | 424,874 |
| Unassigned | 3,475,018 | 728,853 | 4,203,871 |
| Total fund balance | <u>\$ 3,910,263</u> | <u>\$ 1,053,143</u> | <u>\$ 4,963,406</u> |

Town of Crested Butte, Colorado

GENERAL FUND
 COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
 BUDGET AND ACTUAL

Year ended December 31, 2014

| | General Fund | | | | Sales Tax Fund | | | Total of Funds | |
|-----------------------------------|------------------|------------------|------------------|--|------------------|------------------|------------------|------------------|--|
| | Budgeted Amounts | | Actual | Variance with Final Budget Favorable (Unfavorable) | Budgeted Amounts | | Actual | | Variance with Final Budget Favorable (Unfavorable) |
| | Original | Final | | | Original | Final | | | |
| Revenues | | | | | | | | | |
| Taxes | | | | | | | | | |
| General property taxes | \$ 219,059 | \$ 219,059 | \$ 218,429 | \$ (630) | \$ - | \$ - | \$ - | \$ 218,429 | |
| Specific ownership taxes | 40,000 | 40,000 | 51,859 | 11,859 | - | - | - | 51,859 | |
| Use tax | 55,000 | 55,000 | 112,000 | 57,000 | - | - | - | 112,000 | |
| Sales tax | 65,000 | 65,000 | 77,664 | 12,664 | 2,613,995 | 2,923,802 | 3,200,547 | 3,278,211 | |
| Franchise tax | 43,500 | 43,500 | 44,250 | 750 | - | - | - | 44,250 | |
| Interest on delinquent taxes | 500 | 500 | 752 | 252 | - | - | - | 752 | |
| Total taxes | 423,059 | 423,059 | 504,954 | 81,895 | 2,613,995 | 2,923,802 | 3,200,547 | 3,705,501 | |
| Licenses and permits | | | | | | | | | |
| Liquor licenses | 8,000 | 8,000 | 9,641 | 1,641 | - | - | - | 9,641 | |
| Business licenses | 22,900 | 22,900 | 25,077 | 2,177 | - | - | - | 25,077 | |
| Building permits | 82,000 | 82,000 | 121,715 | 39,715 | - | - | - | 121,715 | |
| Occupation licenses | 44,000 | 44,000 | 49,406 | 5,406 | - | - | - | 49,406 | |
| Non-business licenses/permits | 17,150 | 17,150 | 17,150 | 7,366 | - | - | - | 24,516 | |
| Total licenses and permits | 174,050 | 174,050 | 230,355 | 56,305 | - | - | - | 230,355 | |
| Intergovernmental | | | | | | | | | |
| Tobacco tax | 8,000 | 8,000 | 9,402 | 1,402 | - | - | - | 9,402 | |
| Grants and fees | 60,500 | 60,500 | 9,600 | (50,900) | - | - | - | 9,600 | |
| Motor vehicle fees | 6,500 | 6,500 | 6,465 | (35) | - | - | - | 6,465 | |
| Total intergovernmental | 75,000 | 75,000 | 25,467 | (49,533) | - | - | - | 25,467 | |
| Charges for services | | | | | | | | | |
| Management fees | | | | | | | | | |
| Sewer and Water fund | 65,000 | 65,000 | 65,000 | - | - | - | - | 65,000 | |
| Vehicle maintenance | 18,000 | 18,000 | 18,000 | - | - | - | - | 18,000 | |
| Recreation | 155,550 | 155,550 | 131,847 | (23,703) | - | - | - | 131,847 | |
| Total charges for services | 238,550 | 238,550 | 214,847 | (23,703) | - | - | - | 214,847 | |
| Fines and forfeitures | | | | | | | | | |
| | 38,500 | 38,500 | 56,624 | 18,124 | - | - | - | 56,624 | |
| Miscellaneous | | | | | | | | | |
| Earnings on investments | 2,000 | 2,000 | 1,159 | (841) | 1,200 | 1,200 | 991 | (209) | |
| Rents | 40,000 | 40,000 | 39,476 | (524) | - | - | - | 39,476 | |
| Other | 10,000 | 10,000 | 51,773 | 41,773 | 8,000 | 8,000 | 17,892 | 69,665 | |
| Contribution from reserves | 156,700 | 156,700 | - | (156,700) | 71,536 | 71,536 | - | - | |
| Total miscellaneous | 208,700 | 208,700 | 92,408 | (116,292) | 80,736 | 80,736 | 18,883 | 111,291 | |
| Total revenues | 1,157,859 | 1,157,859 | 1,124,655 | (33,204) | 2,694,731 | 2,933,002 | 3,219,430 | 4,344,085 | |

Town of Crested Butte, Colorado

GENERAL FUND
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL

Year ended December 31, 2014

| | General Fund | | | | Sales Tax Fund | | | | Total of Funds | |
|------------------------------------|------------------|--------------|--------------|---|------------------|-------------|--------------|---|----------------|--------|
| | Budgeted Amounts | | Actual | Variance with Final Budget Favorable (Unfavorable) | Budgeted Amounts | | Actual | Variance with Final Budget Favorable (Unfavorable) | Total | Actual |
| | Original | Final | | | Original | Final | | | | |
| Expenditures | | | | | | | | | | |
| Current | | | | | | | | | | |
| General government | | | | | | | | | | |
| General | 417,560 | 392,192 | 363,514 | 28,678 | - | - | - | - | 363,514 | |
| Court | 7,709 | 7,709 | 5,301 | 2,408 | - | - | - | - | 5,301 | |
| Legislative | 59,238 | 59,238 | 52,104 | 7,134 | - | - | - | - | 52,104 | |
| Legal | 147,100 | 147,100 | 142,741 | 4,359 | - | - | - | - | 142,741 | |
| Clerk | 142,750 | 142,750 | 112,700 | 30,050 | - | - | - | - | 112,700 | |
| Administration | 128,465 | 128,465 | 126,196 | 2,269 | - | - | - | - | 126,196 | |
| Finance | 300,794 | 300,794 | 284,124 | 16,670 | - | - | - | - | 284,124 | |
| Bozart | 357,063 | 360,900 | 342,514 | 18,386 | - | - | - | - | 342,514 | |
| Transportation - other | - | - | - | - | 101,100 | 81,100 | 63,496 | 17,604 | 63,496 | |
| Total general government | 1,560,679 | 1,539,148 | 1,429,194 | 109,954 | 101,100 | 81,100 | 63,496 | 17,604 | 1,492,690 | |
| Public safety | | | | | | | | | | |
| Marshal | 735,392 | 751,540 | 746,262 | 5,278 | - | - | - | - | 746,262 | |
| Culture and recreation | 461,901 | 461,901 | 355,955 | 105,946 | - | - | - | - | 355,955 | |
| Highways and streets | 280,447 | 285,830 | 274,423 | 11,407 | - | - | - | - | 274,423 | |
| Auxiliary services | | | | | | | | | | |
| Community development | 107,516 | 107,516 | 88,488 | 19,028 | - | - | - | - | 88,488 | |
| Transportation - Mountain Express | - | - | - | - | 582,823 | 630,000 | 682,680 | (52,680) | 682,680 | |
| Total auxiliary services | 107,516 | 107,516 | 88,488 | 19,028 | 582,823 | 630,000 | 682,680 | (52,680) | 771,168 | |
| Debt service | | | | | | | | | | |
| Principal | 16,208 | 16,208 | 16,208 | - | - | - | - | - | 16,208 | |
| Interest | 2,989 | 2,989 | 2,989 | - | - | - | - | - | 2,989 | |
| Total debt service | 19,197 | 19,197 | 19,197 | - | - | - | - | - | 19,197 | |
| Total expenses | 3,165,132 | 3,165,132 | 2,913,519 | 251,613 | 683,923 | 711,100 | 746,176 | (35,076) | 3,659,695 | |
| EXCESS OF REVENUES OVER | (2,007,273) | (2,007,273) | (1,788,864) | 218,409 | 2,010,808 | 2,221,902 | 2,473,254 | 251,352 | 684,390 | |
| (UNDER) EXPENDITURES | | | | | | | | | | |
| Other financing sources and (uses) | 2,009,708 | 2,009,708 | 2,121,926 | 112,218 | (2,009,708) | (2,232,000) | (2,196,926) | 35,074 | (75,000) | |
| Transfers in (out) | 2,009,708 | 2,009,708 | 2,121,926 | 112,218 | (2,009,708) | (2,232,000) | (2,196,926) | 35,074 | (75,000) | |
| EXCESS OF REVENUES AND | | | | | | | | | | |
| OTHER FINANCING SOURCES | 2,435 | 2,435 | 333,062 | 330,627 | 1,100 | (10,098) | 276,328 | 286,426 | 609,390 | |
| OVER (UNDER) EXPENDITURES | 3,577,201 | 3,577,201 | 3,577,201 | - | 776,815 | 776,815 | 776,815 | - | 4,354,016 | |
| AND OTHER FINANCING USES | \$ 3,579,636 | \$ 3,579,636 | \$ 3,910,263 | \$ 330,627 | \$ 777,915 | \$ 766,717 | \$ 1,053,143 | \$ 286,426 | \$ 4,963,406 | |
| Fund balance, beginning of year | | | | | | | | | | |
| Fund balance, end of year | | | | | | | | | | |

The public report burden for this information collection is estimated to average 380 hours annually.

| | |
|--|---|
| LOCAL HIGHWAY FINANCE REPORT | City or County: |
| | YEAR ENDING : December 2014 |
| This Information From The Records Of (example - City of _ or County of _) Town of Crested Butte | Prepared By: Lois Rozman Phone: 970-349-5338 |

I. DISPOSITION OF HIGHWAY-USER REVENUES AVAILABLE FOR LOCAL GOVERNMENT EXPENDITURE

| ITEM | A. Local Motor-Fuel Taxes | B. Local Motor-Vehicle Taxes | C. Receipts from State Highway-User Taxes | D. Receipts from Federal Highway Administration |
|--|---------------------------|------------------------------|---|---|
| 1. Total receipts available | | | | |
| 2. Minus amount used for collection expenses | | | | |
| 3. Minus amount used for nonhighway purposes | | | | |
| 4. Minus amount used for mass transit | | | | |
| 5. Remainder used for highway purposes | | | | |

II. RECEIPTS FOR ROAD AND STREET PURPOSES

III. DISBURSEMENTS FOR ROAD AND STREET PURPOSES

| ITEM | AMOUNT | ITEM | AMOUNT |
|---|---------|---|---------|
| A. Receipts from local sources: | | A. Local highway disbursements: | |
| 1. Local highway-user taxes | | 1. Capital outlay (from page 2) | 87,199 |
| a. Motor Fuel (from Item I.A.5.) | | 2. Maintenance: | 153,033 |
| b. Motor Vehicle (from Item I.B.5.) | | 3. Road and street services: | |
| c. Total (a.+b.) | | a. Traffic control operations | 51,385 |
| 2. General fund appropriations | 119,556 | b. Snow and ice removal | 243,436 |
| 3. Other local imposts (from page 2) | 623,819 | c. Other | 62,523 |
| 4. Miscellaneous local receipts (from page 2) | 7,550 | d. Total (a. through c.) | 357,344 |
| 5. Transfers from toll facilities | | 4. General administration & miscellaneous | 31,926 |
| 6. Proceeds of sale of bonds and notes: | | 5. Highway law enforcement and safety | |
| a. Bonds - Original Issues | | 6. Total (1 through 5) | 629,502 |
| b. Bonds - Refunding Issues | | B. Debt service on local obligations: | |
| c. Notes | | 1. Bonds: | |
| d. Total (a. + b. + c.) | 0 | a. Interest | |
| 7. Total (1 through 6) | 750,925 | b. Redemption | |
| B. Private Contributions | | c. Total (a. + b.) | 0 |
| C. Receipts from State government (from page 2) | 54,867 | 2. Notes: | |
| D. Receipts from Federal Government (from page 2) | 0 | a. Interest | |
| E. Total receipts (A.7 + B + C + D) | 805,792 | b. Redemption | |
| | | c. Total (a. + b.) | 0 |
| | | 3. Total (1.c + 2.c) | 0 |
| | | C. Payments to State for highways | |
| | | D. Payments to toll facilities | |
| | | E. Total disbursements (A.6 + B.3 + C + D) | 629,502 |

IV. LOCAL HIGHWAY DEBT STATUS
(Show all entries at par)

| | Opening Debt | Amount Issued | Redemptions | Closing Debt |
|------------------------------|--------------|---------------|-------------|--------------|
| A. Bonds (Total) | | | | 0 |
| 1. Bonds (Refunding Portion) | | | | |
| B. Notes (Total) | | | | 0 |

V. LOCAL ROAD AND STREET FUND BALANCE

| | A. Beginning Balance | B. Total Receipts | C. Total Disbursements | D. Ending Balance | E. Reconciliation |
|--|----------------------|-------------------|------------------------|-------------------|-------------------|
| | 1,673,416 | 805,792 | 629,502 | 1,849,706 | 0 |

Notes and Comments:

LOCAL HIGHWAY FINANCE REPORT

STATE:
Colorado
YEAR ENDING (mm/yy):
December 2014

II. RECEIPTS FOR ROAD AND STREET PURPOSES - DETAIL

| ITEM | AMOUNT | ITEM | AMOUNT |
|-----------------------------------|---------------------------|---|---------------------------|
| A.3. Other local imposts: | | A.4. Miscellaneous local receipts: | |
| a. Property Taxes and Assessments | 623,819 | a. Interest on investments | 840 |
| b. Other local imposts: | | b. Traffic Fines & Penalties | |
| 1. Sales Taxes | | c. Parking Garage Fees | |
| 2. Infrastructure & Impact Fees | | d. Parking Meter Fees | |
| 3. Liens | | e. Sale of Surplus Property | |
| 4. Licenses | | f. Charges for Services | |
| 5. Specific Ownership &/or Other | | g. Other Misc. Receipts | |
| 6. Total (1. through 5.) | 0 | h. Other | 6,710 |
| c. Total (a. + b.) | 623,819 | i. Total (a. through h.) | 7,550 |
| | (Carry forward to page 1) | | (Carry forward to page 1) |

| ITEM | AMOUNT | ITEM | AMOUNT |
|--|--------|--|---------------------------|
| C. Receipts from State Government | | D. Receipts from Federal Government | |
| 1. Highway-user taxes | 48,402 | 1. FHWA (from Item I.D.5.) | |
| 2. State general funds | | 2. Other Federal agencies: | |
| 3. Other State funds: | | a. Forest Service | |
| a. State bond proceeds | | b. FEMA | |
| b. Project Match | | c. HUD | |
| c. Motor Vehicle Registrations | 6,465 | d. Federal Transit Admin | |
| d. Other (Specify) - DOLA Grant | | e. U.S. Corps of Engineers | |
| e. Other (Specify) | | f. Other Federal | |
| f. Total (a. through e.) | 6,465 | g. Total (a. through f.) | 0 |
| 4. Total (1. + 2. + 3.f) | 54,867 | 3. Total (1. + 2.g) | |
| | | | (Carry forward to page 1) |

III. DISBURSEMENTS FOR ROAD AND STREET PURPOSES - DETAIL

| | ON NATIONAL HIGHWAY SYSTEM (a) | OFF NATIONAL HIGHWAY SYSTEM (b) | TOTAL (c) |
|---|---|--|---------------------------|
| A.1. Capital outlay: | | | |
| a. Right-Of-Way Costs | | | 0 |
| b. Engineering Costs | | | 0 |
| c. Construction: | | | |
| (1). New Facilities | | | 0 |
| (2). Capacity Improvements | | | 0 |
| (3). System Preservation | | | 0 |
| (4). System Enhancement & Operation | | 87,199 | 87,199 |
| (5). Total Construction (1) + (2) + (3) + (4) | 0 | 87,199 | 87,199 |
| d. Total Capital Outlay (Lines 1.a. + 1.b. + 1.c.5) | 0 | 87,199 | 87,199 |
| | | | (Carry forward to page 1) |

Notes and Comments:



Staff Report May 18, 2015

To: Mayor and Town Council
Thru: Todd Crossett, Town Manager
From: Bob Gillie, Building and Zoning Director
Subject: **Resolutions 10 and 11, Series 2015 (Revocable License for Academy Place LLC)**
Date: May 14, 2015

Summary: Gary and Jennifer Hartman, Sunlit Design, are in the process of improving and securing ownership of a portion of the old Crested Butte Academy/Rozman Motor Lodge site from the current owner, Academy Place LLC. The parcel they are working on is the old cinder block garage that fronts on Fifth Street (512 5th Street). It is their intent to convert the structure into an office space with a residential unit.

Background:

Resolution 10 – License for an awning on Fifth Street right of way – On September 30, 2014 Bozar approved plans for the remodel of the structure. The Board approved an awning on the front of the building to enhance its appearance. A portion of the awning cantilevers into the right of way by 2.5 feet. The Board recommends that a revocable license be granted for this feature. It should not interfere with snow removal effort since there is no structure near the ground.

Resolution 11 – License for a sewer service line in the Fifth Street right of way – On February 24, 2015 Bozar approved a minor subdivision to separate the 50 x 120 foot parcel, on which the structure is sited, from the larger Academy site. The structure does not now have sewer and water service to it. The Board required that a license or easement be secured to allow a sewer service line to be placed to serve the structure. The closest sewer main in Whiterock Avenue. Because of some large mature evergreens that occur on the adjacent private property that would have to be removed to place the line on private property the logical alternative is to run the service line down the right of way. The Public Works Department has approved this alignment.

Legal Implications: Indemnity, insurance and conditions of placement and removal of the features are covered in the license agreement.

Financial Implications: None

Recommendation: Staff recommends that the Council approve the two Revocable License Agreements as part of the consent agenda.

RESOLUTION NO. 10

SERIES NO. 2015

RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL AUTHORIZING THE GRANT OF A REVOCABLE LICENSE TO ACADEMY PLACE LLC TO ENCROACH INTO THE FIFTH STREET PUBLIC RIGHT OF WAY WITH AN AWNING ADJACENT TO THE NORTH 50 FEET OF LOTS 17-20 AND THE NORTH 50 FEET OF THE WEST 20 FEET OF LOT 21, BLOCK 36, ALSO KNOWN AS TRACT 1, ACADEMY SUBDIVISION, TOWN OF CRESTED BUTTE

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

WHEREAS, the Town staff has recommended to the Town Council that it grant a revocable license to Academy Place LLC ("**Academy**") to encroach into the Fifth Street public right of way with an awning adjacent to the North 50 feet of Lots 17-20 and the North 50 feet of the West 20 feet of lot 21, Block 36, also known as Tract 1, Academy Subdivision, Town of Crested Butte; and

WHEREAS, the Town Council hereby finds that granting a revocable license to Academy to encroach into the Fifth Street public right of way with an awning adjacent to the North 50 feet of Lots 17-20 and the North 50 feet of the West 20 feet of lot 21, Block 36, also known as Tract 1, Academy Subdivision, is in the best interest of the Town.

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

1. **Findings.** The Town Council hereby finds that granting a revocable license to Academy to encroach into the Fifth Street public right of way with an awning adjacent to the North 50 feet of Lots 17-20 and the North 50 feet of the West 20 feet of lot 21, Block 36, also known as Tract 1, Academy Subdivision, is in the best interest of the Town.

2. **Authorization of Mayor.** Based on the foregoing, the Town Council hereby authorizes the Mayor to execute the "Revocable License Agreement" in substantially the same form as attached hereto as **Exhibit "A."**

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS ____ DAY OF _____, 2015.

TOWN OF CRESTED BUTTE

By: _____
Aaron J. Huckstep, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

Revocable License Agreement

[attach approved form here]

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

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

REVOCABLE ENCROACHMENT LICENSE AGREEMENT

THIS REVOCABLE ENCROACHMENT LICENSE AGREEMENT (this "**Agreement**") is made and entered into this ___ day of _____, 20__, by and between the **TOWN OF CRESTED BUTTE**, a Colorado home rule municipality ("**Licensor**") with an address of 507 Maroon Avenue, P.O. Box 39, Crested Butte, CO 81224 and **SPK PROPERTIES LLC ACADEMY PLACE LLC**, a ~~Washington-Colorado~~ limited liability company ("**Licensee**") with an address of ~~1191 2nd Avenue, Suite 1570 PO BOX 970, Seattle~~ Crested Butte, WA-CO 98101-293381224 and is upon the following terms and conditions:

WITNESSETH:

WHEREAS, Licensee is the fee title owner of certain real property located in the Town of Crested Butte, County of Gunnison and State of Colorado, legally described as:

Block ~~5236~~,
~~Lots 1-3~~ North 50' of Lots 17-20, and the North 50' of the West 20' of Lot
21,
Also known as Tract 1, Academy Place LLC Subdivision,
Town of Crested Butte,
State of Colorado,

commonly known as ~~640 Elk Avenue~~ 512 Fifth Street, Crested Butte, Colorado 81224 (the "**Premises**");

WHEREAS, the Premises is bound by that certain public right of way known as ~~Elk-Fifth Avenue Street~~ (the "**Public Property**");

WHEREAS, Licensee has requested the right to keep and maintain certain improvements on the Public Property; and

WHEREAS, the Town is willing to allow Licensee to keep and maintain such improvements on the Public Property, subject to certain conditions and requirements.

NOW, THEREFORE, for and in consideration of the covenants, terms, conditions and requirements set forth herein, the sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

AGREEMENT:

1. **Grant of License.** Licensor hereby grants to Licensee and its successors in interest a revocable license (the "**License**") appurtenant to the Premises to construct, keep and maintain the ~~8' x 6' 1 1/2' 2' 6" x 24' 28' 1 1/4"~~ ~~stoop awning and a 4 inch waste water service line within a 10 foot wide' x by 104' wastewater linefoot long utility access-~~ (the "**Improvements**") on the Public Property, all as described in **Exhibit "A"** attached hereto.

2. **Term of License; Revocation.**

2.1 The License shall exist and continue until the happening of either the following events, which such event shall automatically terminate and extinguish the License:

(a) the Improvements are demolished, removed or damaged by fire or other casualty such that such Improvements cannot be reasonably repaired in their present location; or

(b) the Town Council finds at a regular, public meeting that (i) the Improvements must be removed in order to make the burdened Public Property available for public use or for any reason as determined by the Town Council, or (ii) Licensee is in material breach of this Agreement.

2.2. The License is made subordinate to the right of Licensor to use the Public Property for any public purpose, including, without limitation, public pedestrian uses and subsurface tunnels. In addition to Licensor's revocation rights set forth in Section 2.1, Licensee agrees that if Licensor subsequently determines to install, modify or change the grade of any street or sidewalk, or to modify, repair or install any underground utility, or to effect any other work in connection with any other public or utility improvement, or to use or occupy the area of the encroachment by the Improvements, then the License hereby authorized may be modified and the Improvements removed completely, and the Public Property shall be restored to its pre-existing, unobstructed condition at Licensee's sole cost and expense to complete satisfaction of Licensor. Licensor's decision as to the necessity of such public use, occupancy or improvements shall be final and binding upon Licensee.

3. **Assumption of Risk.** Licensee assumes the risk of damage to the Improvements and agrees to repair any damage to the Public Property and any Licensor property arising from or relating to Licensee's use of the Public Property. Additionally, Licensee assumes all risk of damage to property or injury to persons in connection, whether directly or indirectly, with the License and the Improvements. In the event of any such damage or injury, Licensee agrees to pay all costs related thereto, including, without limitation, reasonable attorneys' fees.

4. **Indemnification.** By execution of this License, Licensee, for itself and its successors, hereby agrees to indemnify, defend and save harmless Licensor, its elected, officials, employees, contractors, agents, insurers, insurance pools and attorneys against any and all claims, suits, damages, costs, losses and expenses, including reasonable attorneys' fees, in connection with any personal injury or property damage, arising out of or connected in any way with, whether directly or indirectly, the License, Licensee's use of the Public Property and the Improvements.

5. **Insurance.** Approval and issuance of this License is strictly contingent upon Licensee obtaining and maintaining during the term of the License a certificate signed by a qualified agent of an insurance company licensed in Colorado evidencing the existence of a valid and effective policy of employee and public liability insurance for the benefit of Licensor with limits not less than those specified by Section 24-10-114, C.R.S. (currently \$150,000.00 per person, \$600,000.00 per occurrence), as may be amended from time to time, and property damage insurance with a minimum limit of not less than \$150,000.00 for any single occurrence, and naming the Town of Crested Butte as an "Additional Insured," and including the limits of each policy, the policy number, the name of the insured, reference to this Agreement, the effective date and expiration date of each policy and a copy of an endorsement placed on each policy requiring 30 days' notice by mail to Licensor's Finance Director before the insurer may cancel the policy for any reason. Licensee shall show proof of this insurance to Licensor before Licensor may enter into this Agreement.

6. **Licensee Obligations upon Revocation; Remedies.** Upon notice to Licensee of the Town Council's decision to revoke this License, the Improvements must be promptly removed. In the event that the Improvements are not so removed by Licensee, Licensor may remove the Improvements and restore the location to its original condition at Licensee's sole cost and expense. In such case Licensor shall have no responsibility for damage to the Improvements or Licensee's other property located on Public Property. Licensee shall immediately reimburse Licensor such costs and expenses. Licensor shall have the right to make an assessment against the property and collect the costs of removal and restoration in the same manner as general taxes are collected under State and local laws. Such rights shall be in addition to any rights available at law or in equity. All remedies may be applied concurrently and not to the exclusion of any other remedy. In the event of any legal action or advice necessary to execute such removal, Licensee shall pay Licensor all reasonable costs and expenses in connection therewith, including, without limitation, reasonable attorneys' fees.

7. **Responsibility for Maintenance.** Licensee assumes sole responsibility for the maintenance and upkeep of the Improvements, which shall be performed only upon receipt of any applicable permits from Licensor. Further, Licensor shall not be liable for any damage to the Improvements caused by Licensor's operations, including, without limitation, snow removal, street or alley maintenance or street or alley improvements.

8. **Licensee Representations.** Licensee represents and warrants that it is duly qualified to do business and is in good standing in the State of Colorado; it has the

full power and authority to execute, deliver and perform its obligations under this Agreement; the signatory to this Agreement has all requisite approvals Licensee; and this Agreement does not violate any term or condition of any lien, mortgage, encumbrance or otherwise.

9. **No Assignment.** This Agreement and the License granted hereunder shall not be assignable or transferrable by Licensee without Licensor's prior written consent; provided, however, that Licensee may transfer Licensee's property without first obtaining consent from Licensor and the rights and obligations contained under this License shall inure to Licensee's successor in interest. Failure to obtain Licensor's consent to such assignment or transfer as required shall make such assignment or transfer void *ab initio*.

10. **Subject to Laws.** This License is subject to all State and municipal laws as they now exist or may hereafter be amended.

11. **Notices.** All notices required pursuant to this Agreement shall be deemed served upon depositing a certified letter, return receipt requested, in the United States mail, addressed to the party being served with such notice at the addresses set forth above, unless a request to mail to a different address is provided in writing to the other party.

12. **Prevailing Party.** In the event of any dispute between the parties in connection with this License, the non-prevailing party shall pay the prevailing party all costs and expenses, including, without limitation, reasonable attorneys' fees, costs and expenses, incurred in such dispute.

13. **Entire Agreement; Amendment.** This Agreement represents the entire agreement of the parties respecting the subject matters addressed herein. This Agreement may be amended only in writing by properly executed agreement.

14. **Successors and Assigns.** The rights and obligations of the parties shall inure to the benefit and burden to the parties' successors and permitted assigns.

15. **No Waiver.** No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

16. **Photo-static Copies.** For purposes of enforcement of the terms hereof, photo-static reproductions shall be deemed to be originals.

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

IN WITNESS WHEREOF, the parties have entered into this Agreement by their duly authorized representatives effective as of the date first written above.

LICENSOR:

TOWN OF CRESTED BUTTE,
a Colorado home rule municipality

By: _____
Aaron J. Huckstep, Mayor

Attest:

By: _____ [SEAL]
Lynelle Stanford, Town Clerk

LICENSEE:

~~SPK PROPERTIES~~ ACADEMY PLACE LLC,
a ~~Washington~~ Colorado limited liability company

By: _____
Name: _____
Authorized Signatory

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing Revocable Encroachment License Agreement was acknowledged before me this ____ day of _____, 20__ by Aaron J. Huckstep, Mayor of the Town of Crested Butte, a Colorado home rule municipality on behalf of said entity.

WITNESS my hand and official seal.
My commission expires: _____

Notary Public Signature

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing Revocable Encroachment License Agreement was acknowledged before me this ____ day of _____, 20__ by _____, duly authorized representative of ~~SPK Properties~~ Academy Place LLC, a ~~Washington~~ Colorado limited liability company on behalf of said entity.

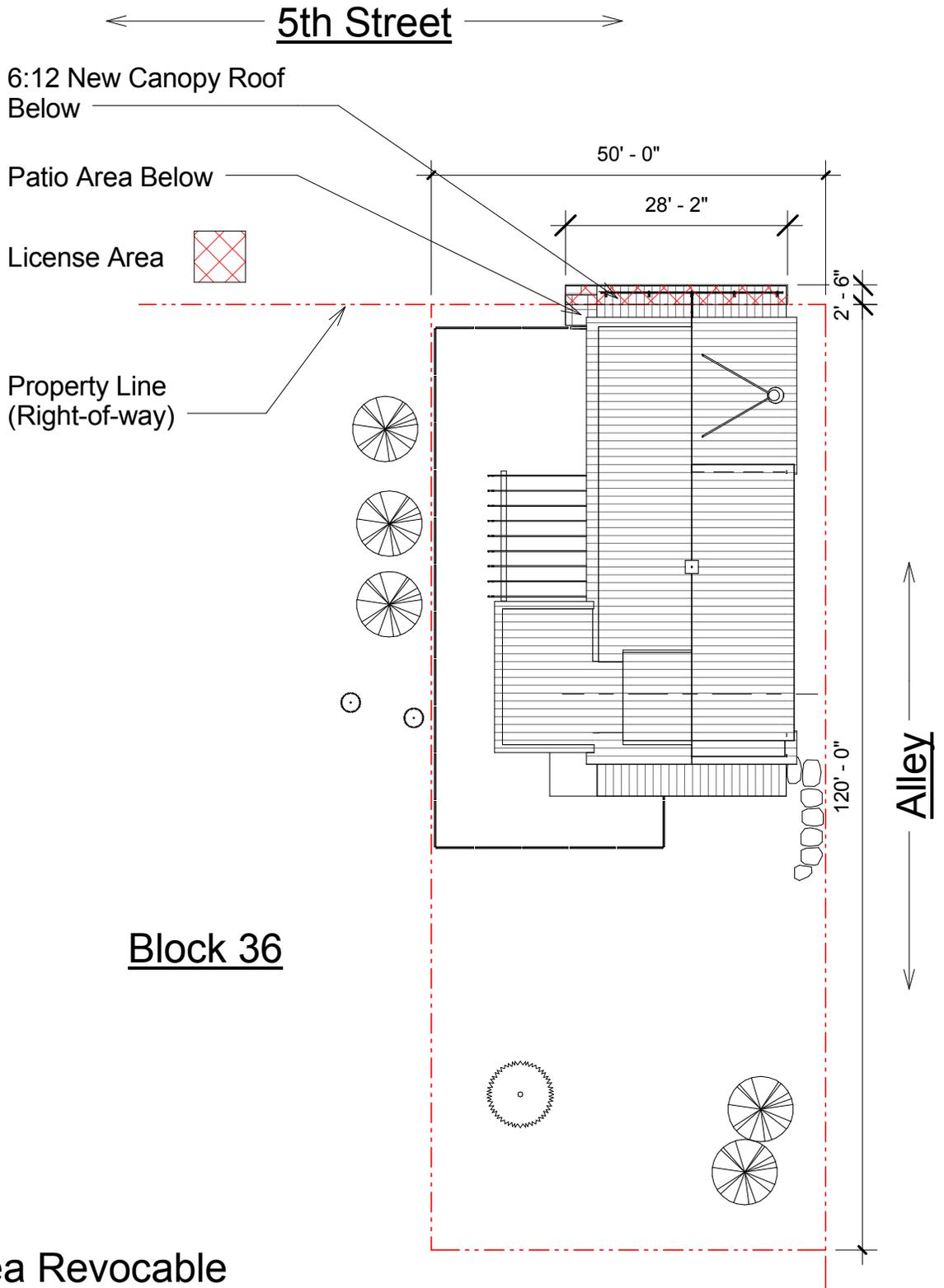
WITNESS my hand and official seal.
My commission expires: _____

Notary Public Signature

EXHIBIT "A"

Improvements and Public Property

[attach drawing here]



Block 36



Proposed Area Revocable License

① Roof - Revocable License
1" = 20'-0"

SUNLIT
ARCHITECTURE
PO BOX 970
CRESTED BUTTE, CO 81224
TEL. 970-349-5311
FAX. 970-349-5312

| | |
|--|---|
| Detail Name: 5th Street Garage Scale: 1" = 20'-0" Comments: | Detail Number: A0.4 Date: 5/8/2015 Revision: |
|--|---|

RESOLUTION NO. 11

SERIES NO. 2015

RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL AUTHORIZING THE GRANT OF A REVOCABLE LICENSE TO ACADEMY PLACE LLC TO ENCROACH INTO THE FIFTH STREET PUBLIC RIGHT OF WAY WITH A SEWER PIPE ADJACENT TO THE NORTH 50 FEET OF LOTS 17-20 AND THE NORTH 50 FEET OF THE WEST 20 FEET OF LOT 21, BLOCK 36, ALSO KNOWN AS TRACT 1, ACADEMY SUBDIVISION, TOWN OF CRESTED BUTTE

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

WHEREAS, the Town staff has recommended to the Town Council that it grant a revocable license to Academy Place LLC ("Academy") to encroach into the Fifth Street public right of way with a sewer pipe adjacent to the North 50 feet of Lots 17-20 and the North 50 feet of the West 20 feet of lot 21, Block 36, also known as Tract 1, Academy Subdivision, Town of Crested Butte; and

WHEREAS, the Town Council hereby finds that granting a revocable license to Academy to encroach into the Fifth Street public right of way with a sewer pipe adjacent to the North 50 feet of Lots 17-20 and the North 50 feet of the West 20 feet of lot 21, Block 36, also known as Tract 1, Academy Subdivision, is in the best interest of the Town.

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

1. **Findings.** The Town Council hereby finds that granting a revocable license to Academy to encroach into the Fifth Street public right of way with a sewer adjacent to the North 50 feet of Lots 17-20 and the North 50 feet of the West 20 feet of lot 21, Block 36, also known as Tract 1, Academy Subdivision, is in the best interest of the Town.

2. **Authorization of Mayor.** Based on the foregoing, the Town Council hereby authorizes the Mayor to execute the "Revocable License Agreement" in substantially the same form as attached hereto as **Exhibit "A."**

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS ____ DAY OF _____, 2015.

TOWN OF CRESTED BUTTE

By: _____
Aaron J. Huckstep, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

Revocable License Agreement

[attach approved form here]

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

Town of Crested Butte
Attn: Town Clerk
502 Maroon Avenue
Crested Butte, CO 81224

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (this "**Agreement**") is made and entered into this ___ day of _____, 2014, by and between the TOWN OF CRESTED BUTTE, COLORADO ("**Licensor**"), a Colorado home rule municipality with an address of 507 Maroon Avenue, P.O. Box 39, Crested Butte, CO 81224 and ACADEMY PLACE LLC ("**Licensee**"), a Colorado limited liability company with an address of PO BOX 970, Crested Butte, CO 81224.

RECITALS:

Block 36,
North 50' of Lots 17-20, and the North 50' of the West 20' of Lot 21,
Also known as Tract 1, Academy Place LLC Subdivision,
Town of Crested Butte,
County of Gunnison,
State of Colorado,

commonly known as 512 Fifth Street, Crested Butte, Colorado 81224 (the "**Premises**").

B. The Premises is bound by that certain public right of way known as Fifth Street and Whiterock Avenue (the "**Public Property**").

C. Licensee has requested the right to construct and install, and keep and maintain certain improvements in the Public Property.

D. The Town is willing to allow Licensee to keep and maintain such improvements in the Public Property, subject to certain conditions and requirements.

NOW, THEREFORE, for and in consideration of the covenants, terms, conditions and requirements set forth herein, the sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

AGREEMENT:

1. **Grant of License.** Licensor hereby grants to Licensee and its successors in interest a revocable license (the "**License**") to construct, keep and maintain the improvements, which is a 4 inch waste water service line within a 10 foot wide by 104

foot long utility access, as described in **Exhibit “A”** (the “**Improvements**”) attached hereto on the Public Property in the location set forth on **Exhibit “B”** attached hereto.

2. **Permit for Construction and Maintenance.** Licensee shall obtain permits from the Town pursuant to Chapter 11, Article 2 of the Crested Butte Municipal Code relative to all construction, installation and maintenance activities relative to the Improvements.

3. **Term of License; Revocation.**

3.1. The License shall exist and continue until the happening of either the following events, which such event shall automatically terminate and extinguish the License:

(a) the Improvements are demolished, removed or damaged by fire or other casualty such that such Improvements cannot be reasonably repaired in their present location; or

(b) the Town Council finds at a regular, public meeting that (i) the Improvements must be removed in order to make the Public Property available for public use or for such other reason as determined by the Town Council in its sole discretion, or (ii) Licensee is in default of this Agreement.

3.2. The License is made subordinate to the right of Licensor to use the Public Property for any public purpose, including, without limitation, public pedestrian uses, surface and subsurface improvements and public utilities. In addition to Licensor’s revocation rights set forth in Section 3.1, Licensee agrees that if Licensor subsequently determines to, without limitation, install, modify or change the grade of any street or sidewalk, or to modify, repair or install any underground utility, or to effect any other work in connection with any other public or utility improvement, or to use or occupy the area of the encroachment by the Improvements, then the License hereby authorized must be modified and the Improvements removed completely or otherwise relocated to a location acceptable to Licensor, and the Public Property shall be restored to its pre-existing and/or unobstructed condition to the satisfaction of Licensor at Licensee’s sole cost and expense. Licensor’s decision as to the necessity of such public use, occupancy or improvements shall be final and binding upon Licensee.

4. **Assumption of Risk.** Licensee assumes the risk of damage to the Improvements and agrees to repair any damage to the Public Property, Licensor property and any third party’s property arising from or relating to Licensee’s use of the Public Property. Additionally, Licensee assumes all risk of damage to property or injury to persons, including death, in connection, whether directly or indirectly, with the License and the Improvements. In the event of any such damage or injury, Licensee agrees to pay all costs related thereto, including, without limitation, reasonable attorneys’ fees.

5. **Indemnification.** By execution of this License, Licensee, for itself and its successors, hereby agrees to indemnify, defend and hold harmless Licensor, its elected

officials, employees, contractors, agents, insurers, insurance pools and attorneys against any and all claims, suits, damages, costs, losses and expenses, including reasonable attorneys' fees, in connection with any personal injury, including death, or property damage, arising out of or connected in any way with, whether directly or indirectly, the License, Licensee's use of the Public Property and the Improvements.

6. **Insurance.**

6.1. At its sole cost and expense, Lessee shall obtain and keep in force during from the date first written above until the Improvements are removed or relocated from the Public Property "all-risk" property coverage naming Lessee and Licensor as their interests may appear.

6.2 At its sole expense, Lessee shall obtain and keep in force from the date first written above until the Improvements are removed or relocated from the Public Property 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 Lessee and Licensor, including, without limitation, coverage for contractual liability, broad form property damage and non-owned automobile liability, with respect to the Public Property. The insurance shall be noncontributing with any insurance that may be carried by Licensor and shall contain a provision that Licensor, although named as an insured, shall nevertheless be entitled to recover under the policy for any loss, injury, cost or damage to Licensor, or the property of the same.

6.3. 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 Licensor in writing. All insurance policies shall be subject to approval by Licensor as to form and substance, shall expressly provide that the policies shall not be canceled without 30 days' prior written notice to Licensor and shall provide that no act or omission of Licensor 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. Lessee may satisfy its obligation under this Section by appropriate endorsements of its blanket insurance policies.

6.4. All policies of liability insurance that Lessee is obligated to maintain according to this Agreement (other than any policy of workmen's compensation insurance) shall name Licensor as an additional insured. Originals or copies of original policies (together with copies of the endorsements naming Licensor as an additional insured) and evidence of the payment of all premiums of such policies shall be made available to Licensor on the date first written above. All public liability, property damage liability and casualty policies maintained by Licensor shall be written as primary policies, not contributing with and not in excess of coverage that Licensor may carry.

6.5. 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. Licensee shall cause its insurer to issue an appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with Licensee's operations and Licensor's operations and property.

7. **Licensee Obligations Upon Revocation; Remedies.** Upon notice to Licensee of the Town Council's decision to revoke this License, the Improvements must be promptly removed. In the event that the Improvements are not so removed by Licensee, Licensor may remove the Improvements and restore the location to its original condition at Licensee's sole cost and expense. In such case Licensor shall have no responsibility for damage to the Improvements or Licensee's other property, whether personal or real property, located on Public Property and the Premises. Licensee shall immediately reimburse Licensor such costs and expenses incurred by Licensor in such removal. Licensor shall have the right to make an assessment against the Premises and collect the costs of removal and restoration in the same manner as general taxes are collected under State and local laws. Such rights shall be in addition to any rights available at law or in equity. All remedies may be applied concurrently and not to the exclusion of any other remedy. In the event of any legal action or advice necessary to execute such removal, Licensee shall pay Licensor all reasonable costs and expenses in connection therewith, including, without limitation, reasonable attorneys' fees.

8. **Responsibility for Maintenance; Damage to Improvements.** Licensee assumes and accepts sole responsibility for the maintenance and upkeep of the Improvements, which shall be performed only upon receipt of permits from Licensor as required by applicable law. Further, Licensor shall not be liable for any damage to the Improvements caused by Licensor's operations, including, without limitation, snow removal, street or alley maintenance, street or alley repairs and improvements and utility installation, maintenance and repairs.

9. **No Assignment.** This Agreement and the License granted hereunder shall not be assignable or transferrable by Licensee without Licensor's prior written consent; provided that, Licensee may transfer Licensee's property without first obtaining consent from Licensor and the rights and obligations contained under this License shall inure to Licensee's successor in interest without further action by the parties of such successor in interest. Failure to obtain Licensor's consent to such assignment or transfer as required shall make such assignment or transfer void *ab initio*.

10. **Subject to Laws.** This License is subject to all State and municipal laws as they now exist or may hereafter be amended.

11. **Licensee Representations.** Licensee represents and warrants that: (a) it is duly qualified to do business and is in good standing in the State of Delaware; (b) it has

full power and authority to execute, deliver and perform its obligations under this Agreement; (c) the individual executing this Agreement has the full power and authority to do so; and (d) the Agreement does not violate any other obligation of Licensee.

12. **Notices.** All notices required pursuant to this Agreement shall be deemed served upon depositing a certified letter, return receipt requested, in the United States mail, addressed to the party being served with such notice at the addresses set forth above, unless a request to mail to a different address is provided in writing to the other party.

13. **Prevailing Party.** In the event of any dispute between the parties in connection with this License, the non-prevailing party shall pay the prevailing party all costs and expenses, including, without limitation, reasonable attorneys' fees, costs and expenses, incurred in such dispute.

14. **Entire Agreement; Amendment.** This Agreement represents the entire agreement of the parties respecting the subject matters addressed herein. This Agreement may be amended only in writing by properly executed agreement.

15. **Successors and Assigns.** The rights and obligations of the parties shall inure to the benefit and burden to the parties' successors and permitted assigns.

16. **No Waiver.** No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

17. **Photo-static Copies.** For purposes of enforcement of the terms hereof, photo-static reproductions shall be deemed to be originals.

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

IN WITNESS WHEREOF, the parties have entered into this Agreement by their duly authorized representatives effective as of the date first written above.

LICENSOR:

TOWN OF CRESTED BUTTE,
a Colorado home rule municipality

By: _____
Aaron J. Huckstep, Mayor

Attest:

By: _____
Lynelle Sanford, Town Clerk

[SEAL]

LICENSEE:

ACADEMY PLACE LLC,
a Colorado limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Revocable License Agreement was acknowledged before me this ____ day of _____, 20__ by Aaron J. Huckstep, Mayor of the Town of Crested Butte, a Colorado home rule municipality, on behalf of said entity.

WITNESS my hand and official seal.
My commission expires: _____

Notary Public Signature

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Revocable License Agreement was acknowledged before me this ____ day of _____, 20__ by _____,
_____ of ACADEMY PLACE LLC, a Colorado limited liability company, on behalf of said entity.

WITNESS my hand and official seal.
My commission expires: _____

Notary Public Signature

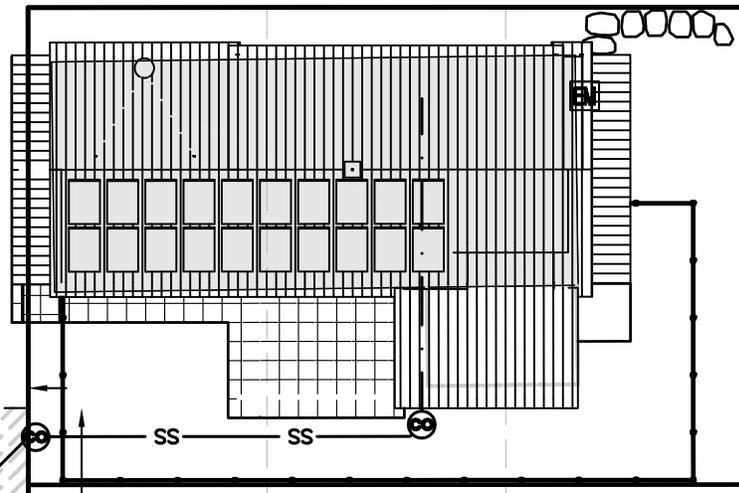
EXHIBIT "A"

EXHIBIT "B"

I:\2014\2014-247 5th Street Garage\003-Sewer\H-Dwgs\Civil\1-BaseMaps\5thSt_Garage_Civil\5thSt_Garage_Civil\1-BaseMaps\5thSt_Garage_Civil\1-BaseMaps\5thSt_Garage_Civil\1-BaseMaps\5thSt_Garage_Civil.dwg Plotted: 4/30/2015 5:11 PM By: Erik Bjornstad

5th Street (60' R.O.W.)

Existing Edge Of Pavement
Existing Back Of Curb



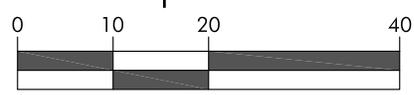
17 18 19 20

10'
83'
21'

Area of Revocable License 10'x104'

SMH G-11
RIM 8903.87'
8" INV OUT (W) 8898.35'
8" INV OUT (E) 8898.19'

Graphic Scale



In Feet: 1" = 20'

Whiterock Ave (64' R.O.W.)

103 W. Tomichi Ave., Suite A
Gunnison, CO 81230
970.641.5355 www.sgm-inc.com

5th Street Garage
Town Of Crested Butte

| | |
|-----------|------------------------|
| Job No. | 2014-247.001 |
| Drawn by: | EB |
| Date: | 04/30/15 |
| QC: | TH PE: TH |
| File: | 5thSt_Garage_Civil\1BM |

Revocable License Exhibit
Exhibit A

Sht. 1
of 1

EXHIBIT B

Block 36, North 50' of Lots 17-20, and the North 50' of the West 20' of Lot 21,
Also known as Tract 1, Academy Place LLC Subdivision,
Town of Crested Butte,
County of Gunnison,
State of Colorado



Staff Report May 11, 2015

To: Mayor and Town Council
Thru: Todd Crossett, Town Manager
From: Lois Rozman, Finance Director
Subject: 1st Quarter 2015 Financial Update

Summary: Attached is the financial summary for the first quarter of 2015. The Town continues to do well in all funds. All funds are ahead in revenues and under in expenditures year-to-date as compared to budget.

General Fund: General fund revenues are ahead of budget mostly due to sales tax and Building dept. revenues. Sales tax collections are running about 19% above budget and Building dept. revenues are well ahead of budget mostly due to fees collected on 4 new homes, 1 large commercial project and the 30 unit rental project. Plan review revenue is up but will be offset by expenditures as the Building dept. has collected fees to send off plans for outside review due to the complexity and nature of the 30 unit project. Building activity still appears to be picking up as there are a number of new projects and inquiries still coming into the Building dept. All departments are under budget at present except for the Council and Public Works. Council is over budget mostly due to a timing difference between when the budget spread anticipated the expenditure of the Council's discretionary line item and when it actually got spent. Public Works is currently over budget due to more wages charged to Public Works rather than snow removal in the Street fund due to the lighter snow year.

Water & Wastewater Fund: Revenues are ahead of budget due to the collection of system tap-in fees on new building projects that was not anticipated until later in the year. Expenditures are under budget.

Capital Fund: Revenues are ahead of budget due to use tax collections on increased building activity and increased collections in sales tax and real estate transfer tax. Transfer tax is running well ahead of where we were the same time last year. The real estate market within the Town of Crested Butte is currently strong with 9 residential and 7 vacant land sales closed through March 31st.

Street Fund: Revenues are well ahead of budget due to parking in lieu payments received from new construction as well as the early payoff of a payment in lieu of parking finance plan. The parking in lieu fund balance currently sits at \$503,000. Expenditures are below budget mostly due to costs related to snow removal and the light snow year. Through March, we spent approximately \$78,000 on snow removal and we budgeted to spend \$130,000.

Affordable Housing: Revenues are ahead of budget due to the collection of housing payment in lieu fees collected on new construction. Expenditures are currently slightly under budget.

TOWN OF CRESTED BUTTE
1/1/15 through 3/31/15

| | ACTUAL THROUGH 3/31/15 | BUDGET THROUGH 3/31/15 | VARIANCE FROM BUDGET | 2015 ANNUAL BUDGET |
|---------------------------|------------------------------|------------------------------|----------------------------|--------------------------|
| GENERAL FUND | | | | |
| Revenues | 902,041.80 | 767,063.96 | 134,977.84 | 3,190,084.00 |
| Contribution from Reserve | 0.00 | 0.00 | 0.00 | 426,491.00 |
| Total Revenues | 902,041.80 | 767,063.96 | 134,977.84 | 3,616,575.00 |
| Expenditures | | | | |
| General Government | 120,582.31 | 168,302.50 | 47,720.19 | 653,616.00 |
| Court | 1,894.90 | 1,907.19 | 12.29 | 7,710.00 |
| Council | 17,004.47 | 14,193.50 | (2,810.97) | 56,237.00 |
| Election | 0.00 | 0.00 | 0.00 | 3,850.00 |
| Legal | 17,836.89 | 45,019.00 | 27,182.11 | 187,100.00 |
| Clerk | 32,217.52 | 47,130.03 | 14,912.51 | 159,053.00 |
| Administration | 46,929.68 | 52,432.00 | 5,502.32 | 183,072.00 |
| Finance | 72,181.55 | 87,802.00 | 15,620.45 | 318,289.00 |
| Marshal | 224,795.08 | 229,935.00 | 5,139.92 | 758,672.00 |
| Community Development | 42,744.55 | 52,488.83 | 9,744.28 | 148,854.00 |
| Dyer Shop | 30,088.85 | 45,563.87 | 15,475.02 | 167,877.00 |
| Public Works | 52,847.01 | 47,651.00 | (5,196.01) | 171,103.00 |
| Building Dept. | 78,741.75 | 106,605.00 | 27,863.25 | 392,304.00 |
| Recreation | 88,037.47 | 101,565.93 | 13,528.46 | 407,622.00 |
| Total Expenditures | 825,902.03 | 1,000,595.85 | 174,693.82 | 3,615,359.00 |
| SEWER & WATER | | | | |
| Operating Revenues | 521,148.07 | 371,694.00 | 149,454.07 | 2,227,740.00 |
| Expenditures | | | | |
| Administration Expenses | 139,245.64 | 153,356.20 | 14,110.56 | 476,743.00 |
| Water Operations | 66,693.95 | 78,311.98 | 11,618.03 | 321,883.00 |
| Sewer Operations | 184,706.09 | 204,060.86 | 19,354.77 | 671,525.00 |
| Capital Ex Total Expenses | 34,326.60 | 59,000.00 | 24,673.40 | 244,000.00 |
| Total Expenditures | 424,972.28 | 494,729.04 | 69,756.76 | 1,714,151.00 |

| | ACTUAL THROUGH 3/31/15 | BUDGET THROUGH 3/31/15 | VARIANCE FROM BUDGET | 2015 ANNUAL BUDGET |
|--------------------------------|------------------------------|------------------------------|----------------------------|--------------------------|
| GENERAL CAPITAL | | | | |
| Open Space | | | | |
| Revenues | 177,105.86 | 118,500.00 | 58,605.86 | 475,000.00 |
| Contribution from Reserve | 0.00 | 0.00 | 0.00 | 248,800.00 |
| Expenditures | 700,030.00 | 700,000.00 | (30.00) | 725,000.00 |
| Capital | | | | |
| Revenues | 299,775.43 | 141,380.00 | 158,395.43 | 1,004,021.00 |
| Contribution from Reserve | 0.00 | 0.00 | 0.00 | 723,179.00 |
| Expenditures | 196,512.30 | 224,825.46 | 28,313.16 | 1,727,200.00 |
| CONSERVATION TRUST FUND | | | | |
| Revenues | 5,396.64 | 2,003.00 | 3,393.64 | 12,015.00 |
| Contribution from Reserve | 0.00 | 0.00 | 0.00 | 0.00 |
| Expenditures | 0.00 | 0.00 | 0.00 | 9,500.00 |
| STREET & ALLEY | | | | |
| Revenues | 488,756.65 | 214,769.00 | 273,987.65 | 754,999.00 |
| Contribution from Reserve | 0.00 | 0.00 | 0.00 | 0.00 |
| Expenditures | 101,972.27 | 199,464.00 | 97,491.73 | 649,232.00 |
| AFFORDABLE HOUSING | | | | |
| Revenues | 224,460.94 | 145,585.00 | 78,875.94 | 917,340.00 |
| Contribution from Reserve | 0.00 | 0.00 | 0.00 | 62,460.00 |
| Expenditures | 32,516.54 | 36,725.00 | 4,208.46 | 979,800.00 |
| SALES TAX | | | | |
| Revenues | 822,217.00 | 700,749.00 | 121,468.00 | 2,959,775.00 |
| Expenditures | 809,163.52 | 698,598.00 | (110,565.52) | 2,956,375.00 |

Key Revenues

| | ACTUAL THROUGH 3/31/15 | BUDGET THROUGH 3/31/15 | AMOUNT VARIANCE | % VARIANCE | PR DR YEAR | |
|---------------------------|------------------------------|------------------------------|--------------------|---------------|------------------------------|---------------------------|
| | | | | | ACTUAL THROUGH 3/31/14 | 15 TO 14 % VARIANCE |
| Sales Tax | 740,559 | 629,460 | 111,099 | 18% | 623,599 | 19% |
| General Fund | | | | | | |
| Property Tax | 76,347 | 71,000 | 5,347 | 8% | 74,729 | 2% |
| Building Dept. | 56,405 | 14,348 | 42,057 | 293% | 8,809 | 540% |
| Recreation Fees | 31,900 | 16,985 | 14,915 | 88% | 33,571 | -5% |
| Fees | 16,623 | 12,622 | 4,001 | 32% | 14,777 | 12% |
| Water & Sewer | | | | | | |
| Tap Fees | 152,157 | 0 | 152,157 | | 0 | |
| Service Charges | 293,478 | 291,699 | 1,779 | 1% | 285,137 | 3% |
| General Capital | | | | | | |
| Transfer Tax | 354,212 | 237,000 | 117,212 | 49% | 190,504 | 86% |
| Street & Alley | | | | | | |
| Property Tax | 226,747 | 200,359 | 26,388 | 13% | 219,291 | 3% |
| Affordable Housing | | | | | | |
| Housing in Lieu Pmt | 77,516 | 0 | 77,516 | | 0 | |



Staff Report

May 18, 2015

To: Mayor and Town Council

Thru: Todd Crossett, Town Manager

From: Molly Minneman, Historic Preservation and Design Review Coordinator

Subject: **Appointment of Dave Russell as a new member to the Board of Zoning and Architectural Review**

Summary: The Building Department received an application for the position on the Board of Zoning and Architectural Review (BOZAR) from David Russell, a resident of the Town of Crested Butte for the past 12 months. He and his family have lived in Crested Butte for a total of nine years. Russell's application is enclosed for your review. He has over twenty years of experience as a residential building construction not only in Town, but on the eastern slope as well. He has worked on a number of historic buildings in his tenure, and is interested in giving back to the community by applying his knowledge and skills as a member of the BOZAR.

Discussion: The BOZAR was established as a seven-member Board in 1974. Several members stepped down when their term was finished in 2014. In April, the Council appointed the sixth member, and Russell will fill out the Board as the seventh member. Staff solicited applications in the classified section of the Crested Butte News and listed the position on the Town's website. Russell comply with the qualifications for the position that requires residency in Town for 12 consecutive months, and make the commitment to serve on the Board for a three-year period. Russell has the qualifications that are encouraged for Board members that include experience in the areas of design, architecture, planning, construction, or historic preservation. Board members are also required to sit on the Design Review Committee for at least three months in a calendar year.

Russell brings effective skills in building and construction to the table from his experience in the various municipalities in his 20-year tenure. He understands the importance of preserving Crested Butte's unique character through historic preservation efforts while understanding that expansion and development will necessitate creative yet consistent designs that appear graceful with the exiting architecture. Russell has expressed interest in attending the annual Colorado Preservation, Inc. preservation conference in Denver next winter and further his ardent interest in historic buildings and preservation.

In his application, Russell identifies the most effective projects that include the Penelope's renovation at 120 Elk Avenue were the addition appears creative along the river front while stepping back from the historic building and shielded by mature vegetation. The new residence located at

914 Belleview includes interesting roof lines, strong proportions and effective use of siding materials. He also appreciates the designs of the new construction at 401, 402 and 415 Gothic that comprise a great mix of floor plans, architectural details and color treatment.

In regards to least effective projects requested of the application, Russell identifies the mix of architectural styles of the residence at 809 Sopris Avenue appear incongruent in relation to the overall form as well as window placements. He also notes that the residence located at 215 Teocalli Avenue infused Floridian styles through the use of arched window and garage door headers that together with material choices, appear out of context with the neighborhood.

Applicants with backgrounds in architecture or construction are able to assimilate their new roles as BOZAR members relatively quickly. They take on the role as a member of a quasi-judicial body that guides and shapes the built environment together with fostering the National Historic District and Crested Butt's unique character. Their role is to make decisions regarding land uses, zoning, historic preservation, and architectural appropriateness based upon the application of the zoning code and design guidelines as set forth by the Town Council. David Russell expressed interest in pursuing a position on the BOZAR in February, and attended the April 28, 2015 BOZAR meeting. In talking with him, Russell has communication skills, knowledge in historic preservation in various municipalities, zoning requirements, building construction, and will be an effective member on the BOZAR.

Recommendation: Make a motion to appoint David Russell to the Board of Zoning and Architectural Review for a three-year term.

APPLICATION
BOARD OF ZONING AND ARCHTIECTURAL REVIEW
(BOZAR)
Town of Crested Butte, Colorado

Name: David R. Russell

Address: 622 Teocalli Ave. #2A 2563
Physical PO Box

Phone: 303-709-6551 _____
Home Work Cell

E-mail: drenwickr@msn.com

For Office use only

Length of Term _____

Date Appointed _____

Date completed _____

How long have you been a resident of the Town of Crested Butte? 9 of the last 22 years
(one year is required)

What kind of experience do you have in reading building plans? Residential builder for 20+ years

What kind of experiences do you have that relating to the design or construction fields that will help you in fulfilling the duties as a BOZAR member?

Builder for 20+ years, have worked closely with architects and designers on dozens of different projects in many different locales.

Why are you interested in being on BOZAR? I moved back last year with my family, and we are all very excited to be here.

We feel an attachment to the community and are looking for ways give our energy to support it. It is a great opportunity for me to give back to the community at a time when, with the Arts Center project and the possible town expansion, things should be very interesting.

What do you feel are important issues facing the Town of Crested Butte that can be addressed through the BOZAR process?

Historic Preservation: It is very important that the character of our old buildings, and with them the town as a whole, be maintained.

Annexation: As town expands into new areas, finding ways to be creative yet consistent, and to appear graceful while sprawling are crucial.

Growth/Success: Helping to manage the ambitions of those who want to place their stamp on this funky old town seems like a critical element.

Identify one to two of the most effective projects of the last several years, and why:

914 Belleview : Interesting roof lines; strong proportions; bold dark gray stucco with blond rough-sawn siding accents is striking and contemporary, and should age well. The fence shields the buildings from view and adds to the wind swept feel.

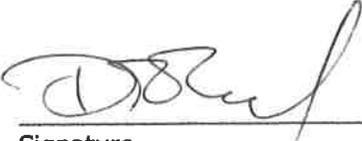
400 block Gothic : Great mix of floorplans, and exterior architectural and color details. Staggered distances from street adds interest /appeal.

Buildings don't block views up valley. (I also admire the remodel on Penelopes; old trees hide building, creative river frontage solution.)

Identify one or two of the least effective building projects of the last several years, and why:

809 Sopris : Colonial style house with western-style rough timber wrap around porch that appears to belong to a different house. The windows are disproportionately small. East wall popout goes ground to roof yet; has only one small window at top, and its proportions are off--too small.

215 Teocalli : Florida in CB. Tiny windows; large expanses of pale stucco; dark cedar-shake eyebrows in the south eaves clash with stucco; arch detail at garage and eyebrows are very uncommon in that neighborhood.



Signature

5/11/15

Date



Staff Report

May 18, 2015

To: Mayor and Town Council
Thru: Todd Crossett, Town Manager
From: Lynelle Stanford, Town Clerk
Subject: **One World Special Event Application and Special Event Liquor Permit**
Date: May 12, 2015

Summary:

Crista Ryan, event organizer for One World, submitted the special event application and special event liquor permit application on behalf of the Crested Butte Music Festival. The event consists of two bands performing from 1PM to 4PM on the 4th of July. The stage would be located on Elk Avenue at 3rd Street. The Crested Butte Music Festival has also applied for a special event liquor permit. The liquor permitted area spans from alley to alley on 3rd Street and from the mid-200 Block (Post Office parking lot) to the mid-300 Block on Elk Avenue. The One World application was submitted in conjunction with the 4th of July festivities.

Recommendation:

To approve the Crested Butte Music Festival's special event application and special event liquor permit for One World. The event organizer must ensure access to alleys off of 3rd Street from Maroon Avenue to Sopris Avenue. The event organizer must meet with Town Staff one week prior to the event to review details. The event organizer must provide thirteen paid security professionals to help with security and enforcement with emphasis on control of over consumption, underage consumption, and alcohol leaving the designated venue. The event organizer must provide three additional volunteers to assist with security and enforcement. All ten bartenders must have TIPS training. If any of the paid positions or volunteers of what Town was assured do not work out, Staff must have the ability to reduce the size of the licensed premises. Furthermore, if things become out of control with the sales or consumption of alcohol, the Marshal's Department must shut alcohol sales down completely.

Event Time (start time of scheduled event to end time of scheduled event): 1-4 pm
Total Time (including set-up, scheduled event, break-down & clean-up): 5 am- 5 PM
Expected Numbers: Participants: 56 Spectators: 4,000

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

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

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

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

Is Proof of Insurance is Attached? Yes / No

If No, Why Not: _____

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

If Yes, Describe: Full sound and light with SL100 stage for two bands and MC.

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

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

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

How much trash do you anticipate generating at the event? Trash (from Bars only)- 1 6yd dumpster

What recyclable products will be generated at the event? Cans and #1 recyclable cups

**Describe Your DETAILED Plan for Trash, Recycling and Clean-Up (all events are required to have a plan for handling recycling and garbage during the event and the removal of recycling and garbage after the event). Please note that any plan should emphasize increased recycling and decreased waste production. If you feel that your event will require assistance from a waste company contact the Clerk's Office at 349-5338 or look on the special event section of the Town's website at www.townofcrestedbutte.com for details on the two different waste companies that serve Crested Butte and the scope of their services. Be creative and detailed in you plan. Please note that any event application without a detailed recycling and refuse plan will not be accepted as a complete application:
See addendum**

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

See addendum

Describe Plan for Parking: See addendum

Describe Plan for Portable Toilets and/or Restrooms: See addendum

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

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

See addendum

Will Your Event Require Any Road Closures Yes / No

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

See addendum

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

If Yes, Explain Impact: _____

See addendum

Will Your Event Affect Any Handicap Parking Spaces Yes / No

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

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

See addendum

Does Your Event Include a Parade Yes / No

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

Signature of Event Coordinator

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

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

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

If yes, please write two sentences below describing the event in the exact wording it will appear on the calendar: One World...4 bands...2 days of Music...All Free!

This new mini-festival celebrates the independent spirit of emerging artists and the mountain town of Crested Butte and Mt. Crested Butte, Colorado.

Contact Name & Phone Number for the Calendar: Crested Butte Music Festival

Event Fee for the Calendar: Free **Website for More Info:** www.crestedbuttemusicfestival.org

Additional Applicant Comments: _____

Please Review Carefully:

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

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

Crista Ryan / Crista Ryan
Print Name Clearly / Signature of Applicant (Permittee)

2/13/15
Date

Application is Approved: _____ Date: _____



CERTIFICATE OF LIABILITY INSURANCE

CRESBUT-05

SMARES

DATE (MM/DD/YYYY)
3/5/2015

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

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

| | | |
|--|--|--|
| PRODUCER Colorado Nonprofit Insurance Agency 789 Sherman Street, Suite 260 Denver, CO 80203 | CONTACT NAME: PHONE (A/C, No, Ext): (303) 894-0288 FAX (A/C, No): (303) 894-0161 E-MAIL ADDRESS: Info@co-ni.org | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED The Crested Butte Music Festival PO Box 2117 326 Elk Avenue Crested Butte, CO 81224 | INSURER A: Alliance of Nonprofits for Ins | |
| | INSURER B: Pinnacle Assurance | |
| | INSURER C: QBE Insurance Corp. | |
| | INSURER D: | |
| | INSURER E: | |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR Y/YD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|-----------|----------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | X | | 2015-15315 | 03/11/2015 | 03/11/2016 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$ | | | 2015-15315 | 03/11/2015 | 03/11/2016 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y/N N | 4126525 | 09/01/2014 | 09/01/2015 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| C | Volunteer Accident | | | 2015-15315-ACC | 03/11/2015 | 03/11/2016 | Aggregate 750,000 |
| A | Liquor Liability | | | 2015-15315 | 03/11/2015 | 03/11/2016 | Liquor Liability 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The certificate holder is listed as an additional insured in respects to General Liability. re: Event: One World, Dates: 7/3/15 to 7/4/15

| | |
|--|--|
| CERTIFICATE HOLDER Town of Crested Butte P.O. Box 39 Crested Butte, CO 81224 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|--|

CRESTED BUTTE MUSIC FESTIVAL



Town of Crested Butte - Special Events Application Addendum (One World 7.4.15)

1. Trash & Clean-up Plan

All event staff will be apprised of trash and recycling procedures. Recyclables and trash will be sorted into disposable event boxes (for trash and recyclables) and placed into dumpsters and/or toters for recycling.

CBMF will supplement the existing Parade recycle/waste stations with recycling toters and a 6-yard dumpster. Waste Management will drop trash infrastructure as indicated early morning July 4th and remove early morning July 5th (exact timing dependent on WM hours of operation). CBMF also has a 6-yd dumpster at its office for overflow trash.

Volunteers, bartenders and staff will be doing rounds during service to remove trash product from licensed perimeter.

Additionally, CB/MT CB Chamber of Commerce provides micro-trash and cleanup in conjunction with the Town Parks & Rec Department.

2. Security & Liquor Enforcement Plan

Buck Mountain Security has been contracted to provide 13 security professionals, and have reviewed current footprint. Business establishments (15 establishments) within the licensed perimeter will enforce perimeter with a staff person at each door. CBMF will go to each establishment before application goes before council to apprise owners of application and plan. The event producer will provide three volunteers to assist with security and liquor enforcement. All (10) bartenders will be trained professionals with TIPS certification. Additionally, all members of CBMF's full-time staff (and on-site) will be TIPS certified. Security personnel, two bartenders and (up-to) four staff members will be on radio with Emergency and CB/MT. CB Chamber personnel.

SEP boundary will not be exclusively 21+ but will include all ages. TIPS certified bartenders will card and credential all patrons wishing to consume alcohol. All security members, volunteers and staff will look for under-21 consumption. If under-21 consumption is suspected the Crested Butte Police Department will be alerted. All staff will work to ensure all open containers of alcohol liquor stay within the licensed area and have a specific understanding of liquor licensing area.

Signage at both beer bars will alert patrons to sales limits 21+ age, cut-off times, and other service rules. Alcohol sales will cease by 4pm. In addition, signs will be posted inside the perimeter to guarantee patrons are aware all alcohol must stay within the licensed perimeter.

CRESTED BUTTE MUSIC FESTIVAL



Town of Crested Butte - Special Events Application Addendum (One World 7.4.15)

3. Parking Plan

Attendees will park according to the plan laid out for the Parade (parking lots at: Big Mine, CBCS, 4-way, and all side streets available).

4. Porto-San Plan

SEE ATTACHED DIAGRAM

~~In addition to the porto-sans provided by the Parade coordinators, CBMF will provide 10 porto-sans. Gunnison Construction & Septic will be contracted to provide porto-sans. Preliminary location of porto-sans may be the USPS parking lot (pending permission from property owner). Drop and strike will be coordinated for early morning day-of drop and strike before end permitted period.~~

5. Additional Services from Town of Crested Butte

CBMF requests the following additional services from the Town of Crested Butte. All requested services and locations noted on pertinent maps.

Barricade Requests & Locations

- End of backstage area
- Intersection of 3rd Street & Maroon Ave
- Intersection of 2nd & Elk Ave
- Intersection of 4th & Elk Ave

Staging Requests & Locations (Request CB Marshalls block parking for proposed infrastructure staging)

- Stage & Truck (46') evening of 7/3 staging location TBD in conjunction with Police Department.
- (2) Keg Trailer staging (10'x20') evening of 7/3 staging location TBD in conjunction with Police Department.

6. Road Closure and Time of Closure

This is maximum need for closure. We may be able to tighten production strike.

- Elk Ave from 2nd to 4th (5 am-5 pm)
- 3rd Street from Sopris to Maroon (5 am- 9pm)

7. Impact Mountain Express Service and/or Routes

This is maximum time impact on Mountain Express Service and Route. We may be able to tighten production strike and less time impact.

- Elk Ave from 2nd to 4th (5 am-5 pm)
- 3rd Street from Sopris to Maroon (5 am- 9pm)

CRESTED BUTTE MUSIC FESTIVAL

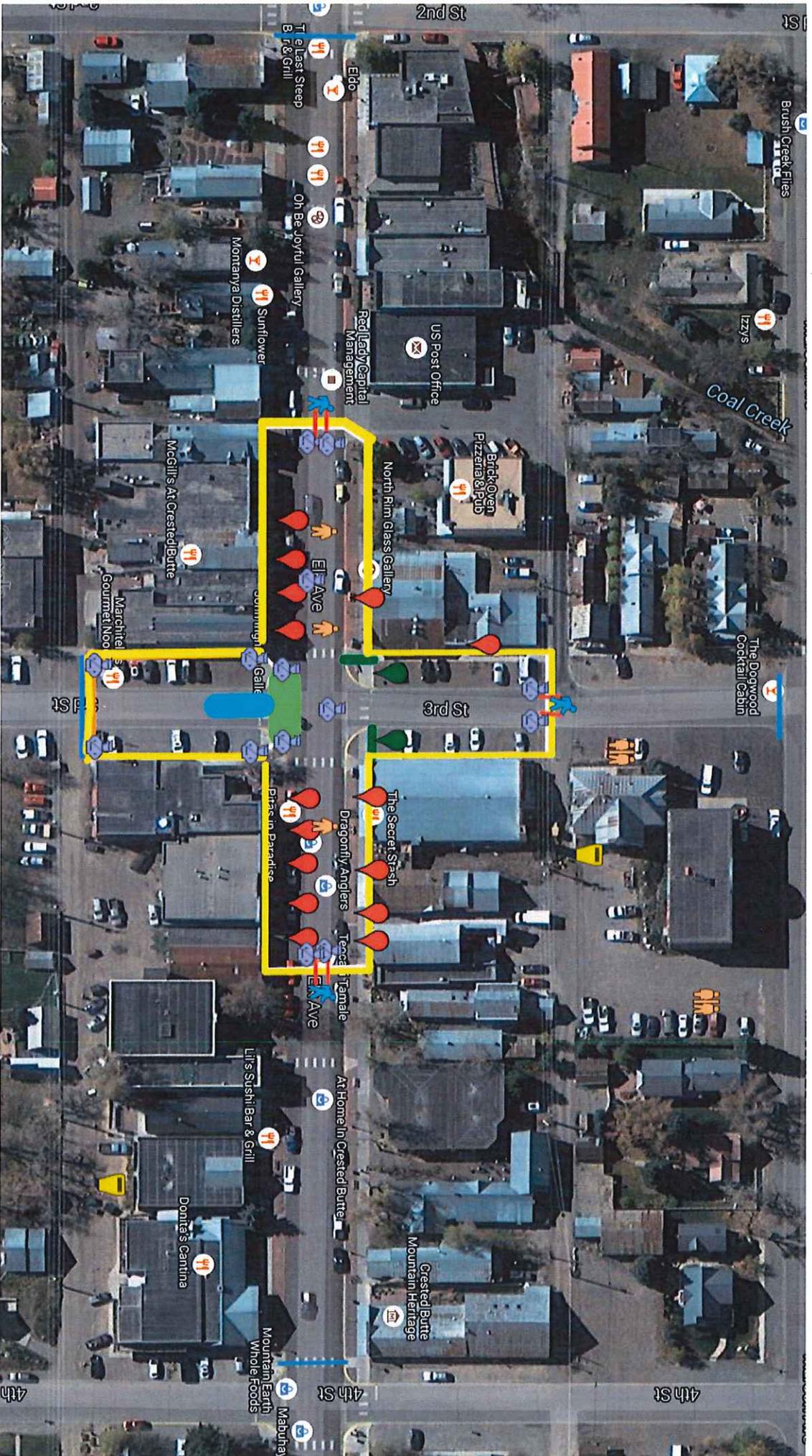


Town of Crested Butte - Special Events Application Addendum (One World 7.4.15)

8. Plan to Notify Businesses and Neighbors

In conjunction with the CB/Mt. CB Chamber's Ride the Rockies application, CBMF plans to go door to door with event details before application goes to council. Notification of amplified noise flyers will be posted to all businesses and neighbors.

A11 Layers map



bottom

Infrastructure & Enforcement *key*

-  Individ. Retail Enforcement 1
-  Individ. Retail Enforcement 2
-  Individ. Retail Enforcement 3
-  Individ. Retail Enforcement 4
-  Individ. Retail Enforcement 5
-  Individ. Retail Enforcement 6
-  Individ. Retail Enforcement 7
-  Individ. Retail Enforcement 8
-  Individ. Retail Enforcement 9
-  Individ. Retail Enforcement 10
-  Individ. Retail Enforcement 11
-  Individ. Retail Enforcement 12
-  Individ. Retail Enforcement 13
-  Individ. Retail Enforcement 14
-  Individ. Retail Enforcement 15

 Stage

 Beer Trailer 1

 Beer Trailer 2

 Stage Fence (Mobile)

 Stage Fence (Mobile)

 Pop or Screen Fence

 Pop or Screen Fence

 Pop or Screen Fence

 BackStage Tent



Perimeter Fence West
(Mobile)



Perimeter Fence East(Mobile)



Perimeter Fence North
(Mobile)



PortoSan 14 x (
CBMF)



PortoSan 6 x (CBMF)



Trash & Recycle (CBMF)



Extra Dumpster (CBMF)



PD Barricade



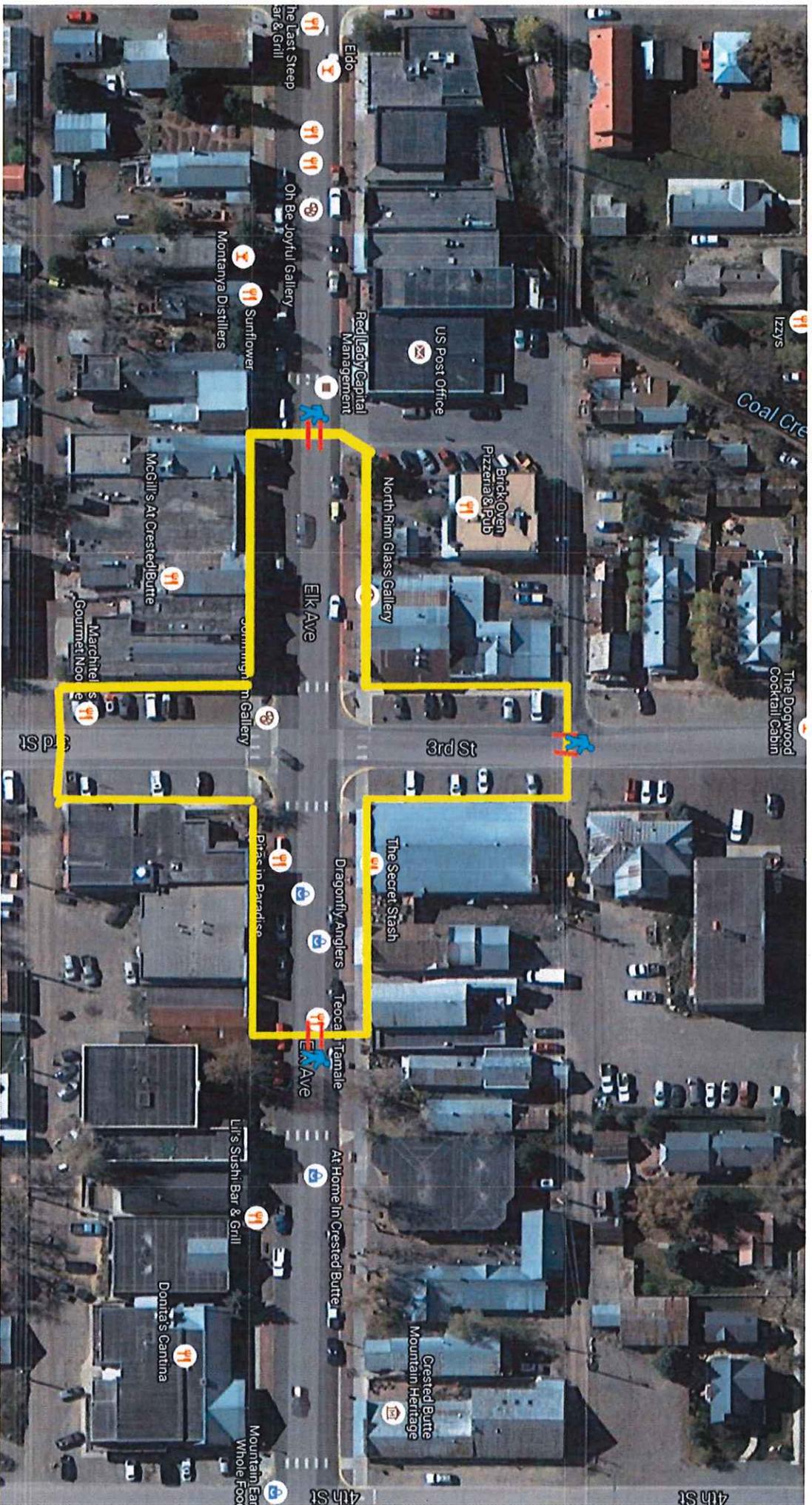
PD Barricade



PD Barricade



PD Barricade



licensed area layer map

bottom

Licensed Area *key*

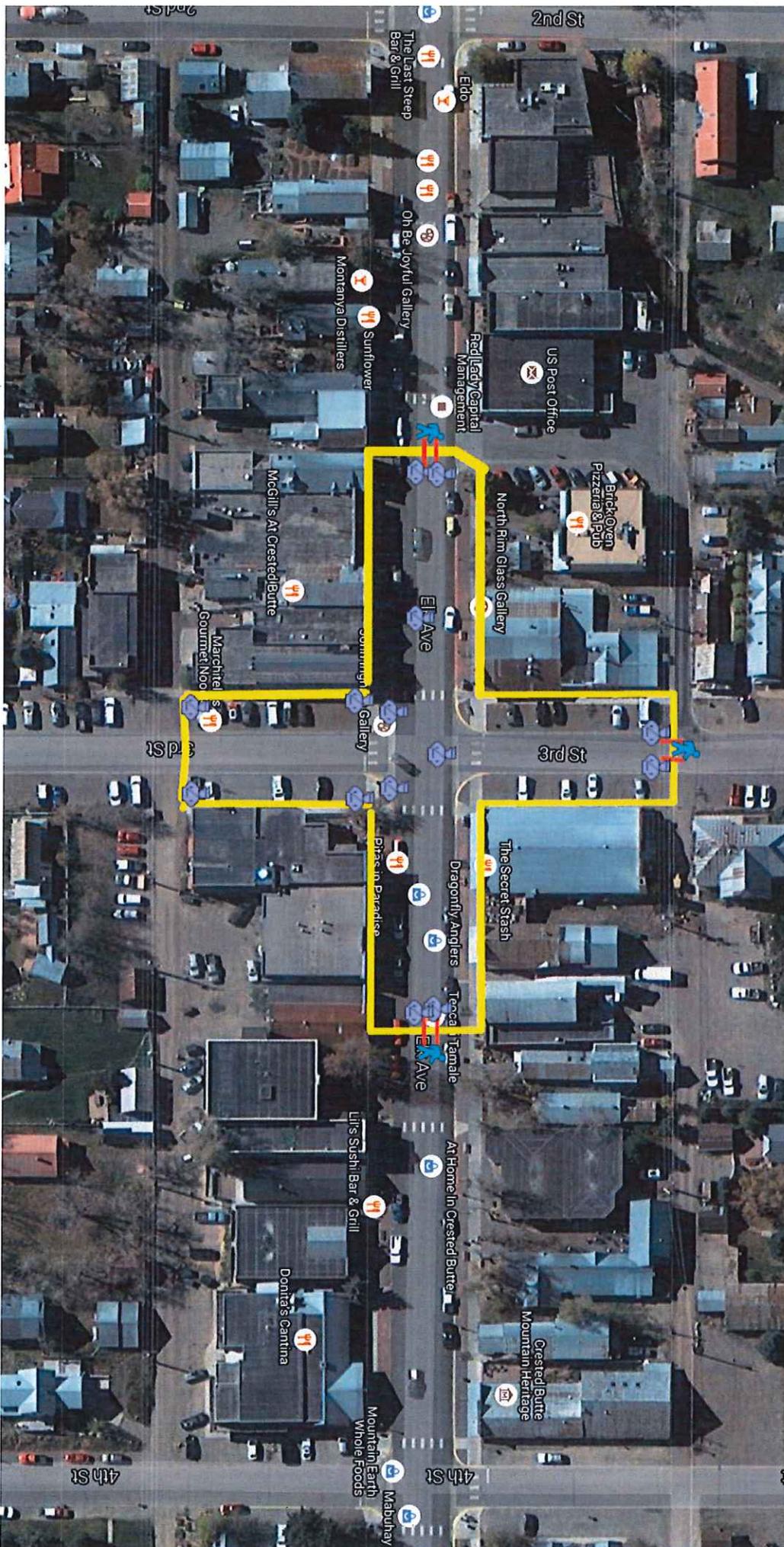
-  Licensed Perimeter 1
-  Licensed Perimeter 2
-  Licensed Perimeter 3
-  Licensed Perimeter 4
-  Licensed Perimeter 5
-  Licensed Perimeter 6
-  Licensed Perimeter 7
-  Licensed Perimeter 8
-  Licensed Perimeter 9
-  Licensed Perimeter 10
-  Licensed Perimeter 11
-  Licensed Perimeter 12
-  Gate (West)
-  Gate (West)
-  Access Point (West)
-  Gate (East)
-  Gate (East)
-  Access Point (East)
-  Gate North
-  Gate (North)
-  Access Point (North)

INFRASTRUCTURE + ENVIRONMENTAL LAYER MAP



bottom

Security layer map



bottom

Security *Key*

 Security 1 (North Gate)

 Security 2 (North Gate)

 Security 3 (East Gate)

 Security 4 (East Gate)

 Security 5 (Retail Floater)

 Security 6 (Stage)

 Security 7 (Stage)

 Security 8 (Backstage)

 Security 9 (Backstage)



Security 10 (Backstage Gate)



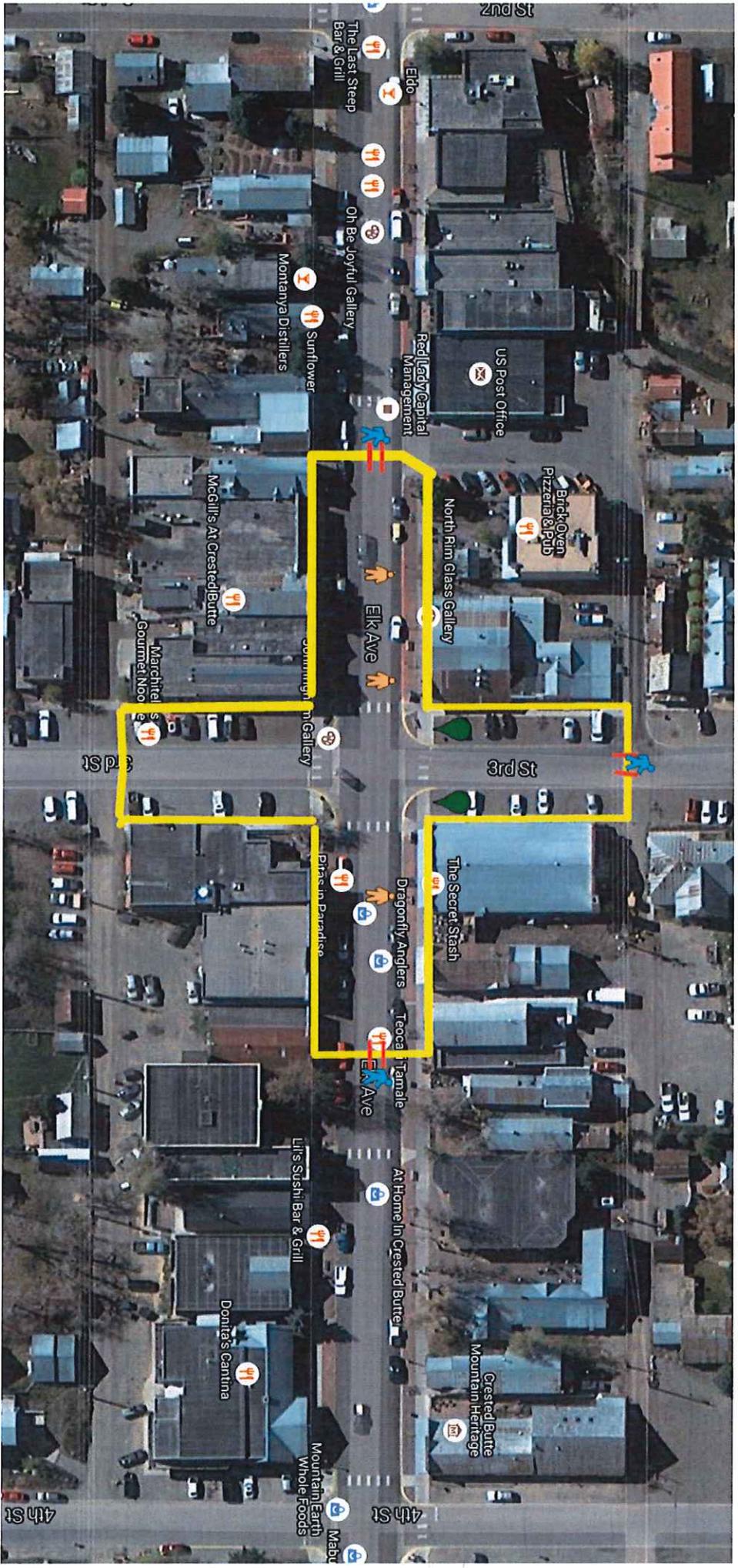
Security 11 (Backstage Gate)

 Security 12 (West Gate)

 Security 13 (West Gate)

 Security 14 (Floater)

map



Staff layer map

Staff *Key*



Volunteer 1



Volunteer 2



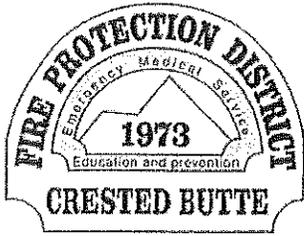
Volunteer 3



Bartenders (5x)



Bartenders (5x)



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.

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
Crested Butte Fire Protection District
EMS Coordinator/Paramedic/Firefighter
306 Maroon Ave PO Box 1009
O: 970-349-5333 ext. 3
ems@cbfpd.org

Crista Ryan
Crested Butte Music Festival
Operations Director
P: 970*349*0619
a: PO Box 2117 CB, CO 81224
crista@mycbmf.com

Signature: _____

Signature: _____

DR 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**

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

- SOCIAL ATHLETIC PHILANTHROPIC INSTITUTION
 FRATERNAL CHARTERED BRANCH, LODGE OR CHAPTER POLITICAL CANDIDATE
 PATRIOTIC OF A NATIONAL ORGANIZATION OR SOCIETY MUNICIPALITY OWNING ARTS
 POLITICAL RELIGIOUS INSTITUTION FACILITIES

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

DO NOT WRITE IN THIS SPACE
 LIQUOR PERMIT NUMBER

The

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE
 Crested Butte Music Festival
 State Sales Tax Number (Required)
 09-86672

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE
 (include street, city/town and ZIP)
 PO Box 2117
 Crested Butte, CO 81224

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT
 (include street, city/town and ZIP)
 Elk Ave & 3rd Street
 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 ALEXANDER SCHIRLE | 5/11/1968 | 7 SYLVANUS TERRACE NEW YORK, NY 10032 | 970-948-0944 |
| 5. EVENT MANAGER Crista Ryan | 6/10/82 | 212 Anderson Drive, Crested Butte, CO 81224 | 970.261.6257 |

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN
 ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?
 NO YES HOW MANY DAYS? 2 (pending)

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 |
|-------------------|----------------|----------------|----------------|
| July 4, 2015 | | | |
| Hours From 5a .m. | Hours From .m. | Hours From .m. | Hours From .m. |
| To 11:30 p .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 Alexander Schirle TITLE Festival Director DATE 2/12/15

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) CITY TELEPHONE NUMBER OF CITY/COUNTY CLERK
 COUNTY

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) | \$ |

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO
CERTIFICATE OF REGISTRATION

I, Scott Gessler, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

THE CRESTED BUTTE MUSIC FESTIVAL

is a **Charitable Organization** registered to solicit contributions in Colorado as required by the Colorado Charitable Solicitation Act, Title 6, Article 16, C.R.S.

This organization has been assigned a registration number of 20023003972.

The status of its registration is **GOOD**, and this status has been in effect since 07/28/2014.

The organization's registration is or was due to be renewed by 05/15/2015.

Registrations in good or delinquent status remain valid until the registration becomes suspended or revoked. An organization whose registration has been suspended is prohibited by law from soliciting contributions, providing consulting services in connection with a solicitation campaign, or conducting a solicitation campaign in Colorado.

This certificate reflects facts established or disclosed by documents delivered to this office electronically through 10/27/2014.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the Great Seal of Colorado, at the City of Denver on 10-27-2014 11:40:05



A handwritten signature in blue ink, appearing to read "Scott Gessler".

Secretary of State of the State of Colorado

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective.

NOTIFICATION OF AMPLIFIED SOUND

Pursuant to Crested Butte Ordinance No. 19, Series 2007 (a.k.a. The Noise Ordinance) please be advised that there will be amplified sound in your neighborhood on the date(s) and time(s) described below during a Town approved Special Event.

Event Name: One World

Event Date(s): July 4, 2015

Event Location: 3rd & Elk

Scheduled Start Time & End Time of Amplified Sound: 1-4:00 pm

Type of Amplified Sound: 2 bands with sound and light

Event Holder Contact Name: CBMF- Crista Ryan Phone: 970.349.0619

Town Council Approval Date & Time if Applicable: _____

DEPARTMENT APPROVALS (For Official Use Only)

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

Marshal's Department :

Signature: SEE ATTACHED Date: 5-11-15
Name (Printed):

Conditions/Restrictions/Comments:

Public Works:

Signature: [Signature] Date: 3/10/2015
Name (Printed): Rodney E. Duce

Conditions/Restrictions/Comments:
OK, Will work with organizers & Marshals. Might want a meeting 1 week out with all parties to discuss
* ERK Will be closed the entire Day, 4th of July

Parks and Recreation:

Signature: [Signature] Date: 3/18/15
Name (Printed): Cole Curran

Conditions/Restrictions/Comments:
we need to hear from Dave about final trash/recycle plan!
↳ Attached + included in packets

Town Clerk:

Signature: [Signature] Date: 3-10-2015
Printed Name (Printed): Lynelle Stanford

Conditions/Restrictions/Comments:

Town Manager:

Signature: [Signature] Date: 3/12/15
Printed Name (Printed): Todd Crossatt

Conditions/Restrictions/Comments:

Betty Warren

From: Lynelle Stanford
Sent: Monday, May 11, 2015 10:02 AM
To: Betty Warren
Subject: FW: One World

Lynelle Stanford
Town Clerk
Town of Crested Butte
970-349-5338 (phone)
970-349-6626 (fax)
lstanford@crestedbutte-co.gov

From: Tom Martin
Sent: Monday, May 11, 2015 10:01 AM
To: Lynelle Stanford
Subject: One World

Lynelle,

Please attach my comments to the council packets regarding the July 4th One World Special Event application:

With July 4th being the busiest day of the year in Crested Butte, the proposal for the One World Music Festival has generated some concerns from the Marshal's department. Our primary concern is the additional consumption of alcohol, due directly to the event, that will occur on July 4th between the hours of 1:00pm and 5:00pm. Crista Ryan, the event coordinator projects 4,000 people attending the free concert on Elk Avenue after the parade. Ryan also has submitted a proposal to extend the liquor license foot print for the event from basically Teocalli Tamale/Post Office on Elk and Alley to Alley on 3rd street. The licensed premises will be for all ages and not be restricted to 21 and older. It should also be noted that the beer that will be sold during the event has a much higher alcohol content level than let's say a PBR or Bud Light.

Ryan has been very receptive to our concerns and we have worked together to try and control the venue as reasonable as possible. At our suggestion, Ryan has hired 13 paid security professionals to help with security and enforcement with emphasis on control of over consumption, underage consumption and alcohol leaving the designated venue. Ryan will also provide 3 additional volunteers to assist with security and enforcement. Ryan has also assured us that all 10 bartenders will have TIPS training. I am unable to hire outside law enforcement because all neighboring departments are also extremely busy on the 4th. All officers from our department will be working that day and the Mt Crested Butte Police Department will have an additional 3 officers on duty that day. The plan sounds manageable and reasonable.

I support the application's approval pending the following conditions: If any of the paid positions or volunteers fall short of what we were assured, I would like to greatly reducing the size of the licensed premises and if things seem to be getting out of control with the sales or consumption of alcohol, I would like the council's support in the Marshal's department shutting off alcohol sales completely.

I look forward to working with the Crested Butte Music Festival and hope this 4th of July is one of the most enjoyable in recent memory.

Crested Butte Fire Protection District:

[Signature] 3/11/15
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:

Ensure access to alleys
off of 3rd Street from
both Maroon & Sopris Ave.

Mt. Express Bus Service:

[Signature] 5/11/15
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:

Bus route will change
a number of times during
the day. Will use Old Town
Hall bus stop once Elk Ave is
reopened

Official Use Only:

Application Received 2/13/2015 Date Distributed 3/2/2015

Council Date (if applicable) MARCH 16, 2015 MAY 18, 2015

Approval Date _____ Method of Approval: Administratively By Town Council

Approval Contingencies see this page, previous 2 pages & staff report

Application fee \$25 Check # 11675 Date Paid 2/13/15

Permit Fee \$200 Check # 11675 Date Paid 2/13/15

Local Liquor License Fee \$25 Check # 11675 Date Paid 2/13/15

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

Additional Fee _____ Check # _____ Date Paid _____

Seal Up Deposit \$200 Check # 11675 Date Paid 3/18/15 Date Returned: _____



2273 River Road
P.O. Box 3609
Grand Jct., CO 81502
(970) 243-4900

www.united-gj.com

An Oldcastle Materials Company



3794 County Road 109
Glenwood Springs, CO 81631
(970) 704-4800

13124 6175 Road
Montrose, CO 81403
(970) 249-1815

964 CR 63L
Telluride, CO 81435
(970) 728-3775

www.telluridegravel.com



| | | | |
|--------------------------|---|--------------------|---------------|
| To: | Town Of Crested Butte | Contact: | Todd Crossett |
| Address: | Crested Butte, CO 81224 | Phone: | 970-349-5338 |
| | | Fax: | 970-349-6626 |
| Project Name: | Elk Avenue Mill & Overlay - With Mill Support | Bid Number: | 16729 |
| Project Location: | Elk Avenue, Crested Butte, CO | Bid Date: | 5/11/2015 |

We are pleased to propose the following:

| Item # | Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|--------|--------------------------------|--------------------|------|-------------------------|---------------------------|
| 1 | 2" Mill & Overlay W/ Tack Coat | 50,000.00 | SF | \$1.92 | \$96,000.00 |
| | | | | Total Bid Price: | <u>\$96,000.00</u> |

Notes:

- This proposal is based on milling 2" of existing asphalt and placing 2" of new WMA w/ tack coat. All milling support will be provided by United Companies. Traffic control is to be done by the Town of Crested Butte.
- United Companies will offer a two year warranty on workmanship and materials per the standard requirements of the Town of Crested Butte.
- This proposal is to become part of the contract documents.
- A minimum of 2% grade is required for all pavement. If the design specifies less than a 2% minimum grade, or the physical character of the site does not allow for a 2% minimum grade, then there is no warranty or guarantee for that pavement.
- Price shown does not include Performance and Payment bond. Add 1% if bond is required.
- This proposal is based on "spec" weather paving and conditions. Paving after the onset of cold weather may require the owner to sign a waiver of warranty.
- Unless the words "Lump Sum" appear next to an item of work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices for actual quantities of work performed by United Companies
- Scheduling of work will be upon mutual consent between the owner and United Companies.
- This proposal does not include excavation or stabilization of soft areas. If soft conditions are discovered during the work, an engineered pavement section will be needed and upon receipt, a change order proposal will be prepared for authorization prior to proceeding with the work.
- The above price excludes engineering, staking, testing, traffic control, striping, stormwater management, permits and fees as applicable.
- The tops of manholes will be left at base grade, plated, and referenced prior to asphalt paving. The adjustment of manhole rings to final asphalt grade is not included unless a separate bid item and unit price is offered on the proposal. Manhole rings & covers will be furnished to United Companies, Inc. for the final adjustment.
- The tops of water valves will be left at base grade and referenced prior to asphalt paving. The adjustment of water valve boxes to final asphalt grade is not included unless a separate bid item and unit price is offered on the proposal.
- Prices are valid for 30 days from the date of this proposal.
- Pre-emergent controls many annual grasses and broadleaf weeds as they germinate but does not control established weeds. Russian knapweed, morning glory, alfalfa, etc. require weed killer treatment prior to disturbance of the soil. United Companies' warranty does not include weeds coming through the new asphalt mat.
- The above prices are valid contingent on the work being performed during the 2015 construction season. In the event that the work described within the signed proposal is not completed within the 2015 construction season, United Companies reserves the right to adjust the prices accordingly.
- The above prices are based on the preliminary plans provided by the owner. Upon receipt of approved construction drawings, United Companies will revise the quantities and prices as necessary.
- Scheduled shut down of the hot mix asphalt plant is the day prior to Thanksgiving of each year. Any paving past this date will be at United Companies discretion.
- Traffic control is to be done by others. Should United Companies need to supply traffic control, this charge will be assessed accordingly.
- The terms and conditions stated below are expressly made a part of this contract. This proposal shall not become a binding contract unless and until the Acceptance of Proposal and Confirmation by contractor. This proposal must be accepted as provided and delivered to United Companies, 30 days from the above date, or it shall expire. To accept the terms of this proposal, sign below and return to United Companies.
- In the event that United Companies is awarded the contract for this project, the Owner will be required to fill out a credit application from United Companies. The credit application must be approved by United Companies prior to starting work on the proposed project.

- Payment in full for all work performed hereunder during any month shall be made not later than the tenth (10th) day of the month next following. Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after the completion of such work. Interest at the highest rate allowable under the laws of the in state which the work is done, or one and one half percent (1½%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment. You agree to pay in full all costs and expenses incurred by UNITED COMPANIES in collecting the amounts owed by you under the Agreement, including any and all court costs and attorneys' fees. Payments received will be applied against open items on unpaid invoices in an order and sequence determined by UNITED COMPANIES in its sole discretion. Any monies paid to you for our work shall be held in trust for our benefit.

We shall not become obligated to perform the work called for under this Proposal and Contract until we check and approve your credit. This Proposal and Contract shall be null and void if your credit is not approved. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, you will furnish adequate security upon our request. To the extent you fail to provide adequate security, we may stop work.

This document is the full agreement between us, regardless of any prior proposals or communications. Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our costs caused by such change, on the basis of the increase plus ten percent (10%) profit. If a time is set for the performance of work, and if, in our judgment, such change or other circumstances beyond our reasonable control will increase the time necessary for our performance, we will be granted a reasonable extension of time.

We will provide and pay for Workers' Compensation covering our employees, as well as General Liability and Property Damage Insurance. You agree to carry General Liability and Property Damage Insurance sufficient to protect yourself against any and all claims and liabilities arising from the performance of the work, including but not limited to claims arising under your agreement to indemnify and hold us harmless under this contract.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform out work hereunder in a normal uninterrupted single shift operation.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, and we may suspend the work for causes beyond our control, including but not limited to fire, flood or other casualty; the presence on or beneath the work site of utilities, facilities, substances, or objects, including but not limited to any substance that in our opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation (together "subsurface conditions"); labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.

- If for causes beyond our control our work is not completed within twelve (12) months after the date of your acceptance of the proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (i) we shall be relieved of any further obligation with respect to the balance of the work; and (ii) we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

We shall not be responsible for, and you agree to indemnify and hold us harmless from, any suit, claim, liability, cost or expense arising from or in any way related to: sidewalks, driveways or other improvements located within our work area or designated areas of access, and to adjacent property and improvements; subsurface conditions; and any and all other alleged damages to persons or property, including but not limited to personal injury and death, arising from the performance of the work, unless such alleged damages arise from our sole negligence. You further agree to indemnify and protect us and save us harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of your breach of any obligations and covenants of this contract. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our reasonable control, including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken or work performed under adverse weather conditions. You agree that the proper jurisdiction and venue for adjudication concerning this contract is Mesa County, Colorado, and you waive any right to jurisdiction and venue in any other place.

- If you have any questions regarding this proposal, please contact Greg Frazier at (970) 641-0951. Thank You

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner

| | |
|---|--|
| <p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p> | <p>CONFIRMED: Oldcastle SW Group, Inc. Db a United Companies</p> <p>Authorized Signature: _____</p> <p>Estimator: Greg Frazier 970-641-0951 gfrazier@united-gj.com</p> |
|---|--|



Staff Report May 18, 2015

To: Mayor and Town Council
Thru: Todd Crossett, Town Manager
From: Bob Gillie, Building and Zoning Director
Subject: **Electric Vehicle Charging Station**
Date: May 13, 2015

Summary: Gunnison County Electric Association approached the Town about finding space for an electric vehicle charging station. The staff identified two locations that they felt were acceptable (by the tennis courts and by the town hall).

Previous Council Action: Mike McBride, the CEO of GCEA, came before the Council on April 20 to gauge the Council receptiveness to the idea. At that time GCEA was proposing a level II charging station. The Council asked that they look at installing a level III (quick charge) station which would charge cars more quickly increasing turnover, and hopefully be a more attractive draw to electric car owners. At that time the Council seemed to favor the tennis court location.

Background: Mike McBride has researched the request (see attached letter and information) and found some obstacles to installing a level III station. These include the need for three phase power (which is not available at the proposed locations), the cost of the station, the space requirements of the infrastructure, the fact that very few existing electric cars could use the station and that there is not a standardized plug design for these cars.

Discussion: It seems that the level III station is not practical at this time. GCEA wishes to ask the Town Council if they are willing to support the original request for a level II station which would be for a 10 year lease at an area adjacent to the tennis courts.

Proposed Motion: If the Council is willing to support the proposal then the staff should be directed to draft a letter of support for GCEAs' grant proposal and negotiate the terms of an agreement with GCEA relative to the selected space. These would come back before the Council at a future meeting.



Gunnison County Electric Association

A Touchstone Energy® Cooperative 

37250 Hwy 50 PO Box 180 Gunnison, CO 81230 Phone: (970) 641-3520 Toll Free: 1-800-726-3523
Web Site: www.gcea.coop

May 12, 2015

Town of Crested Butte
Mayor Huckstep and Town Council
PO Box 39
Crested Butte, CO 81224

Electric Vehicle Charging Station

Dear Mayor Huckstep and Council:

As requested by the Town Council at its April 20, 2015 meeting, Gunnison County Electric Association (GCEA) has conducted further research into the possibility of a Level III charging station, more correctly identified as a Direct Current Quick Charger (DCQC). We have identified three major challenges with a DCQC: infrastructure requirements, cost, and less-than-universal vehicle compatibility.

Infrastructure Requirements

A three-phase, 480 volt connection is required for a DCQC and such a connection is not currently available at either of the locations previously considered by the Town and GCEA. Alternative locations might exist though they are few, are less visible and convenient, and the viability has not been discussed with Town personnel. To make three-phase, 480 volt power available at a location such as the tennis courts would require the setting of a vacuum fault interrupter with a footprint of nearly 6 feet by 7 feet along with a transformer measuring approximately 4 feet by 4 feet.

Cost

We did receive a quote on a DCQC of just over \$41,000. Grant funds along with funds committed by the GCEA board total approximately \$20,000. The cost of connecting a DCQC depends on proximity to three-phase, 480 volt power, but is estimated between \$57,000 and \$112,000, even with labor donated by GCEA. The additional cost of a DCQC over a Level II charging station appears to be at least \$78,000.

Vehicle Compatibility

We also learned that there are three competing technologies for DCQC and that not all vehicles can utilize a DCQC. Those that can are currently limited to the DCQC technology for which their vehicle is equipped. In time a standard will likely emerge and compatibility will improve, but these limitations present a challenge at present.

May 12, 2015

Page 2

Based on the factors discussed above, we feel that a Level II charging station makes the most sense at this time. A Level II charging station can add about 25 miles of range in an hour and might be a more practical way to consider the issue. Charging a completely discharged battery to full charge takes approximately four hours with a Level II station, but considering battery efficiency and reality, a battery will rarely be fully depleted when it pulls up to the station and a 70-80% charge might be achieved within 2 hours most of the time.

Accordingly, we are asking the Council to consider moving forward with a Level II charging station and feel that the tennis court location provides the greatest visibility and convenience.

I look forward to visiting with the Town Council and, if approved, to working with the Town Staff to make this a reality for our community.

Thank you for your time and consideration.

Sincerely,

Mike McBride

CEO

Cc: Todd Crossett, Crested Butte Town Manager
Bob Gillie, Crested Butte Building and Zoning Director

Quick Charging of Electric Cars

By [Brad Berman](#) · September 03, 2014

> See all [Guides](#)

A common criticism of electric cars is that EVs take too long to charge. That attitude is based on the common experience of drivers of gas-powered cars who, in the course of a 10-minute pit stop at a gas station, pump in a few hundred miles' worth of fuel. Meanwhile, electric car charging times are usually measured in hours rather than minutes.

Those basic facts are not disputed. But where these arguments miss the mark is in failing to consider several critical factors, including the emergence of EV quick charging, which comes a little closer to the fueling experience of today's internal combustion automobiles.

Before we get into the nitty-gritty, it's important to put quick charging into its proper context:

- Americans, on average, drive fewer than 40 miles per day—about half the range of popular electric cars like the [Nissan LEAF](#). Therefore, the need for quick charging is not the norm for most commutes in the U.S.
 - Nearly all cars are parked overnight, when they can be plugged in, producing a full battery pack that's ready for use in the morning.
 - The ease of plugging in at home makes EVs more convenient (and cheaper) to fuel than gas cars that require a trip to the gas station. No breathing of fumes necessary.
- Nonetheless, the rapidly expanding network of public quick chargers, which commonly add about 50 or 60 miles of range in around 20 minutes, makes electric cars even more convenient and functional. In other words, most EV drivers will rarely need public quick charging, but it's good to know that it's available when needed—especially for longer road trips that extend beyond the range of today's vehicles.



The free charging station in Oklahoma City offers EV refueling at three different speeds. There are two 120-volt outlets, two Level 2 240-volt connectors, and two CHAdeMO fast chargers that can add 50 to 60 miles of range in about 20 minutes. And check out the solar panels!

The Name Game

Confusion about quick charging begins with uncertainty about names and labels for different types of charging.

The slowest form of electric car charging at 120 volts is called Level 1. And mid-range 240-volt charging is called Level 2. But ultrafast charging that can deliver juice around 40-60 kW is not called Level 3, as you might expect. According to official terminology from the Society of Automotive Engineering, it's called DC Quick Charging or DC Fast Charging—sometimes abbreviated as DCQC. The decision to **not** use the term Level 3, and to call it "quick charging" instead makes some sense for two reasons:

- First, in Level 1 and Level 2 charging, common alternating current (AC) electricity is fed to the car, where it is converted by an on-board charger to direct current (DC) before going to the battery pack, where the energy is stored. In DC quick charging, the charger is located outside the vehicle. This large piece of equipment handles the AC-to-DC conversion and supplies DC electricity to the battery at a much higher rate.
- Second, **while all electric cars can accept the first two levels of charging, only EVs that carry special quick charging equipment can take advantage of those walloping big jolts of electric fuel.** Quick charging is a different animal than Level 1 and Level 2.

How Quick Is Quick?

On a technical basis, you could look at voltage as an indication of charging speed. Each level of charging essentially doubles the voltage. Jumping from Level 1 to Level 2 means an increase from 120 volts to 240 volts. Likewise, quick charging doubles voltage once again to 480 volts, which is often rounded off to 500.

A more useful metric is the number of miles of range that are added for every hour of charging. Before firing off an angry email, please know that these numbers represent a general rule of thumb rather than any guarantee. With Level 1 120-volt charging, you can add about 4 miles of range every hour. That's slow, just the way a car that drives 4 miles per hour is barely moving. **Level 2 240-volt charging adds around 25 miles of range in an hour.** That's a better speed, just the way traveling 25 mph in a car is good for many city situations.

But quick charging theoretically increases things to Autobahn speed: 100 miles, or more, of added range per hour. In practice, due to many factors, the speed of quick charging does not run at a steady pace.

A completely empty battery charges faster than one with some amount of stored energy. An empty battery is like a dry sponge that thirstily soaks up water. But as a battery fills up, it becomes harder to push more electrons into an already crowded space. The first few minutes of a quick charge—as the battery goes from zero state-of-charge (SOC) to one-quarter full can be twice as fast as the same exact battery, only a little while later, going from 90 percent SOC to 100 percent full.

The last electrons can be so painfully slow that most people just talk about going from empty to 80 percent capacity—usually in about 30 minutes for an electric car like the Nissan LEAF that has a range of about 80 miles from its 24-kWh battery pack. A [Tesla Model S](#), with its monster 60- or 85-kWh battery, can charge at a faster rate for a longer period of time, partly because it takes a lot longer for it to reach that slow-down period when the battery pack starts to get full.

Types of Quick Chargers

You might assume that all quick chargers work with all modern electric cars, just like all gas pumps work with all gas-powered vehicles. Unfortunately, it's more complicated than that. **In the United States, there are three primary types of quick chargers: CHAdeMO, SAE Combo, and Tesla Superchargers.** All essentially perform the same task of pumping a maximum amount of electricity, but which quick charger type you can use depends on your vehicle.

Many observers equate the existence of different quick charging protocols to the battle between VHS and Betamax for video technology dominance. (For the record, VHS won the battle, but lost the war to DVDs, which are now getting beat by streaming video.) The comparison falls short because quick charging equipment has the potential to support multiple protocols in a single charging unit with minimal duplication of components. For better or worse, multiple EV quick charging protocols will likely co-exist, rather than there being a single global standard (which would have been nice). As a result, many public quick charging stations will eventually have multiple connectors.

We expect debates about the superiority of one protocol versus another to continue *ad nauseum*—based on differing views about the preferred size of the connector, ease of use, the best grid-to-car communications system, or how different levels of charging are packaged. Don't worry too much about those debates. **The key for everyday EV drivers wanting a quick charge is to know what kind of DCQC port your car uses—and, in the case of certain vehicles like the Nissan LEAF, to make sure you choose that option when purchasing your vehicle.**

When planning a trip to a quick charge station, use [PlugShare](#) to verify that the desired charging station has the protocol that matches your vehicle. PlugShare lets you filter stations by plug type and, if you specify your vehicle in your account profile, can automatically display only compatible stations. If the charging station has multiple cords for different protocols, then make sure to initiate a charge with the correct one.

The Big Three



CHAdeMO (lower) and SAE CCS (upper) fast charging connectors.

CHAdeMO

This trade name is an abbreviation for “CHARGE de Move” or “charge for moving.” The CHAdeMO association—a partnership between Toyota, Nissan, Mitsubishi, Fuji Heavy Industries and the Tokyo Electric Power Company—was established in March 2010. Not surprisingly, CHAdeMO cords are compatible with electric vehicles made by Nissan and Mitsubishi. As of July 2014, there are more than 600 CHAdeMO charging stations in the United States, more than 1,000 in Europe, and nearly 2,000 in Japan. Current CHAdeMO stations typically provide 40-60 kW (tapering off as the battery fills up) and the specification has a maximum power output of 100 kW.

SAE Combined Charging System, or “Combo Cord”

American and German automotive engineers, working in various committees of the Society of Automotive Engineers (and their European counterpart associations), decided that the CHAdeMO connector and protocol were inadequate. In 2012, SAE published the so-called “standard” for a variant of the J1772 connector (already in use for Level 2 charging), calling for additional pins to accommodate DC fast charging up to 90 kW.

The packaging of a connector for multiple charging speeds—Level 1, Level 2, and DC quick charging—gave rise to the Combined Charging System name, often referred to as “Combo Cord” or “Combo Coupler.” Once again, given its origins in the U.S. and Europe, it’s not surprising that electric cars made by General Motors and BMW are the first to be compatible with the SAE Combo Cord. The rollout of charging stations with the Combo Plug got off to a late start, due both to the later establishment of the SAE standard as well as the lack of vehicles with the appropriate inlet. The current number of these stations in the United States is approximately 18.



Tesla Supercharger

Tesla Supercharger

As usual, Tesla is going it alone when it comes to all forms of charging, including quick charging. The Tesla Model S uses a custom-designed two-pin plug that can handle charging from Level 1 120-volt AC charging all the way up to DC fast charging at 120 kW. Tesla provides a simple adaptor for a Level 2 J1772 plug and a travel cord with attachments for 120-volt Level 1 charging and 240-volt Level 2 charging via dryer and RV outlets. The Tesla plug achieves the same combination of AC and DC charging capabilities as the SAE Combo yet is smaller and sleeker than both the CHAdeMO and Combo plugs.

Tesla uses this plug for its own quick charger, called the Supercharger, which can charge at rates up to 120 kW. Tesla is constructing a network of Superchargers across the U.S. (and other countries), but you’ll need a properly equipped Model S to use the stations. Tesla also sells a CHAdeMO adaptor, allowing the Model S to charge at any CHAdeMO station.

Using a Quick Charger

Now that you know which type of quick charger your vehicle can use and how to find the stations, the final step is actually using one. Plugging in at a quick charger is just like plugging in at home, only with a larger connector and cord.

Typically you will want to charge to 80—rather than 100—percent unless you need that extra juice to get to your destination or the next charging station. Some quick chargers allow you to choose a final percentage state-of-charge while others are permanently set to 80 percent. Because the charging rate slows down significantly as you approach a full battery, consider ending your charge at 80 percent if there is someone waiting to use the charger and you have the energy you need.

In the interest of time, you will likely want to do this anyway. Regardless of what SOC you might have selected at the beginning, you can stop charging at any point, usually by pressing a button on the charger’s screen. For more on good charging etiquette, see our [rules of EV charging etiquette](#). Many quick chargers require payment for the convenience of juicing up at a high-power station. To collect this payment, these pay stations are part of a charging network. For more information, consult our guides on the [cost of public charging](#) and [electric car charging networks](#).



Is DC Fast-Charging standard? Not yet.

Give industry time to sort this out.

DC Fast Chargers cost \$20,000 to \$100,000 installed

Some plug-in vehicles accommodate DC fast charging.

US & EU Carmakers Prefer
SAE's DC Standard:

UNIVERSAL EV COMBINED CHARGING SYSTEM

One inlet for all charging options



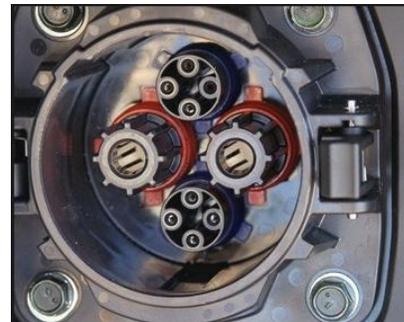
Charging Connectors Vehicle Inlet

Four charging options

- ~ One-phase AC
- ~ Fast three-phase AC
- = DC at home
- = Ultra-fast DC at public stations

SYSTEM JOINTLY DEVELOPED BY MAJORITY OF GLOBAL AUTOMAKERS

Japanese Carmakers Prefer
CHAdeMO DC Standard:



DC: 500 V, up to 65 kW



New J1772 "combo-connector"
<http://ev.sae.org/article/10128>

DC Level I and II
500 V, 40 kW to 100 kW



Staff Report

May 18, 2015

To: Mayor and Town Council
Thru: Todd Crossett, Town Manager
From: Janna Hansen, Parks & Recreation Director
Subject: Resolution Nos. 12 & 13, Series 2015 - Warming House and Ice Arena Lease Agreements with Gravity Groms LLC

Background:

The Gravity Groms have used the Warming House at Big Mine Park since 2012 as the base of operations for their summer day camp business, and the Ice Arena since 2014 for their air bag jump. The attached agreements outline the terms of use for the lease of these two spaces.

Recommendation:

Staff recommends approving both the Warming House and Ice Arena lease agreements for 2015.

Suggested Motion:

I move to approve Resolutions No. 12 and 13 for lease agreements with the Gravity Groms for use of the Warming House and Big Mine Ice Arena.

RESOLUTION NO. 12

SERIES NO. 2015

**RESOLUTIONS OF THE CRESTED BUTTE TOWN
COUNCIL APPROVING THE LEASE AGREEMENT
WITH GRAVITY GROMS LLC FOR THE BIG MINE
ICE ARENA**

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

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

WHEREAS, pursuant to Section 713(c), when the term of such lease is one year or less, the Town Council may approve such lease by resolutions of the Town Council; and

WHEREAS, the Town Council finds hereby that approving a lease of Big Mine Ice Arena for use by Gravity Groms LLC in its business is in the best interest of the Town.

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

1. **Findings**. The Town Council hereby finds that granting a lease of Big Mine Ice Arena for use by Gravity Groms LLC in its business is in the best interest of the Town.

2. **Authorization of Town Manager**. Based on the foregoing, the Town Council hereby authorizes the Town Manager to execute the lease agreement with Gravity Groms LLC in substantially the same form as attached hereto as **Exhibit "A."**

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL
THIS ___ DAY OF _____, 2015.

TOWN OF CRESTED BUTTE

By: _____
Aaron J. Huckstep, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

Big Mine Ice Lease Agreement

[attach form lease agreement here]

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), made and entered into this _____ day of _____, 2015, by and between the **TOWN OF CRESTED BUTTE**, a Colorado home rule municipality (hereafter referred to as the "Town") and **GRAVITY GROMS LLC**, a Colorado limited liability company (hereafter referred to as the "Lessee") is upon the following terms and conditions:

WITNESSETH:

IN CONSIDERATION of the keeping and performance of the mutual promises, covenants, and conditions contained herein, the parties agree as follows:

1. **TERM:** Subject to Section 5 below as to the times of day when the Premises (as defined below may be used by Lessee, this Lease shall commence as of June 1, 2015, and shall expire on September 30, 2015 (the "Term"). The Term of this lease may be extended only by a writing executed by the parties hereto. The defined word "Term" as used throughout this Lease shall include any extension thereof.
2. **LEASE OF PREMISES TO LESSEE:** The Town hereby leases to Lessee, and the Lessee hereby takes and rents from the Town, the following described premises, together with the improvements thereon, situate in the County of Gunnison and State of Colorado, to wit:

An area of space identified in **EXHIBIT A** attached hereto and incorporated herein, located at the Big Mine Park Ice Arena (hereafter, the "Premises").

3. **RENT:** The Lessee agrees to pay to Town as rent for the Premises during the Term the sum of \$350.00 per month, payable in advance on or before the fifteenth day of each calendar month during the Term. Where the Term commences during any month, the rent shall be prorated for the first month with such amount due upon Lessee's execution of this Lease. All rent and other payments required under this Lease shall be made without offset or deduction and no prior notice from the Town shall be required. Lessee shall pay a \$25.00 late fee and interest at a rate of one and one-half percent (1 ½%) per month (18% per year) on rental or other payments which are not paid when due
4. **UTILITIES:** Unless otherwise specified, the Town shall pay for heating, electricity, water and sewer service. Lessee shall cause all refuse generated during Lessee's use of the Premises to be disposed of daily at Lessee's sole cost and expense.
5. **CHARACTER OF OCCUPANCY:**
 - (a) The Premises shall be occupied by Lessee for the purpose of conducting its youth camp and air bag jump activities.
 - (b) Lessee shall make no alterations, repairs, or improvements to the Premises, including, without limitation painting the Premises, without the prior written permission of the Town. Lessee shall return the Premises to the Town in good condition and repair, broom cleaned, both at the conclusion of each day that

the Premises are used by Lessee and at the expiration or earlier termination of this Lease.

- (c) Lessee shall not use the Premises in any fashion that would increase the risk of fire, explosion, or any physical destruction to the Premises or the building in which such Premises are located. Said limitation on use shall specifically include a prohibition on smoking, alcohol consumption and the use of controlled substances within Premises, none of which shall be permitted on the Premises. Further, Lessee shall not use the Premises to further any discrimination based on race, sex, creed, sexual orientation or national origin.
- (d) Lessee's personal property shall at all times be secured so as to avoid any undesired use of such personal property.
- (e) All usage of Lessee's personal property on the Premises shall be in the presence and at the direction of only Lessee approved personnel.
- (f) Lessee's personal property shall be gated, locked and properly signed designating closure to deter use during off hours. When not in use under Lessee's staff's supervision, Lessee's Air Jump Bag and associated equipment and property shall be secured in accordance with the plans attached hereto as **EXHIBIT B**.
- (g) All Lessee personal property shall be identified and signed as being the personal property of Lessee.
- (h) A security plan for Lessee's use of the Premises is attached hereto as **EXHIBIT C**. Upon approval by the Town Manager, such security plan shall be appended to and incorporated into this Lease.
- (i) Notwithstanding the Term of this Lease, Lessee's usage of the Premises shall be between the hours 8:00 a.m. and 8:00 p.m. only on those days where such usage has been confirmed at least ten (10) days in advance by the Town Manager. Use shall not be permitted without the Town Manager's prior written confirmation. Lessee's personal property set up, disassemble, break down, lock down and storage shall occur between 8:00 a.m. and 8:00 p.m. on permitted days only. Notwithstanding the foregoing, the Town Manager may cancel any day's use where the Town Manager deems such cancellation is in the public interest.
- (j) Upon notice from the Town Manager, Lessee's personal property shall be disassembled, broken down, locked down and neatly stored away in the location set forth as the Storage Area in the plans attached hereto as **EXHIBIT A**.
- (k) Lessee must vacate the premises in order to accommodate special events as and when directed by the Town Manager. Without limiting the foregoing, the Town's current planned special events are described in **EXHIBIT D** attached hereto.
- (l) All access to the Premises during Lessee's use thereof shall be strictly controlled by Lessee. Only participants and their family members may have access to Premises during Lessee's usage thereof.
- (m) Vending on the Premises is strictly prohibited.

6. **JANITORIAL:** Lessee agrees to keep and maintain the Premises in a neat, orderly, broom clean and sanitary condition at all times, and to provide such janitorial and other services as may be necessary to do so.
7. **SIGNS:** Lessee shall not be allowed to install any signage on the Premises excepted where approved by the Town in advance in writing.
8. **PARKING:** Lessee is allowed the use of the parking lot at Big Mine Park located to the north of the Premises. Lessee shall not park any vehicles overnight in said parking lot.
9. **ACCESS TO THE PREMISES:** The Town or the Town's authorized representative may enter upon the Premises at any time without notice to inspect and make repairs to the Premises and to inspect Lessee's use of the Premises. The Town or its representative may show the Premises to prospective tenants at any time.
10. **LIENS:** Lessee agrees to keep the Premises free and clear of all liens and encumbrances of any kind, whether caused by the action or inaction of Lessee.
11. **PAYMENT OF INCREASED COSTS:** Lessee agrees to pay to the Town any and all increased costs and expenses attributable to Lessee's occupation of the Premises including but not limited to any insurance increases or taxes that are directly attributable to Lessee's occupancy.
12. **INTENTIONALLY DELETED:**
13. **TAXES:** Lessee shall pay all sales and uses taxes in connection with its lease and use of the Premises.
14. **ASSUMPTION OF RISK; INDEMNIFICATION; RELEASE OF CLAIMS:** In consideration for the Town leasing the Premises to Lessee, Lessee, 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 use of the Premises, whether or not caused by any act or omission, negligence or other fault of Releasor/Indemnitor and/or Indemnatee its elected officials, officers, employees, agents, insurers, insurance pools, attorneys, representatives, contractors and subcontractors (collectively, "Releasee/Indemnatee");
 - (b) Releasor/Idemnitor hereby waives any claims, and hereby releases, Releasee/Indemnatee against and from any and all Claims arising out of, directly or indirectly, the use of the Property, whether or not caused by any act or omission, negligence or other fault of Releasor/Indemnitor and/or Releasee/Indemnatee; and

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

15. **EVENT WAIVER:** All participants, staff, volunteers, invitees, licensees and guests for the use the Property shall execute the attached liability waiver attached hereto as **EXHIBIT E**.

16. **INSURANCE:**

(a) At its sole cost and expense, Tenant shall obtain and keep in force during and through the Term “all-risk” property coverage naming the Town and Tenant as their interests may appear.

(b) At its sole expense, Tenant shall obtain and keep in force during and through the Term commercial general liability insurance (coverage shall include , public liability, operations, property damage and personal injury, including death, with a minimum combined single limit of not less than \$1,000,000.00 per occurrence / \$2,000,000.00 general aggregate) and insurance covering obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee of Tenant within the meaning of applicable law insuring the Town and Tenant, as their interests under this Lease appear, including, without limitation, coverage for contractual liability and broad form property damage with respect to the Premises. The insurance shall be noncontributing with any insurance that may be carried by Town and shall contain a provision that Town, although named as an insured, shall nevertheless be entitled to recover under the policy for any loss, injury, cost or damage to Town, 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 Town in writing. All insurance policies shall be subject to approval by Town as to form and substance, shall expressly provide that the policies shall not be canceled without 30 days’ prior written notice to Town and shall provide that no act or omission of Town 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. Tenant may satisfy its obligation under this Section by appropriate endorsements of its blanket insurance policies.

(d) All policies of liability insurance that Tenant is obligated to maintain according to this Agreement (other than any policy of workmen’s compensation insurance) shall name Town as an additional insured. Originals or copies of original policies (together with copies of the endorsements naming Town as an additional insured) and evidence of the payment of all premiums of such policies shall be made available to Town on the date first written above. All public liability, property damage liability and casualty policies maintained by Town shall be written as primary policies, not contributing with and not in excess of coverage that Town 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. Tenant shall cause its insurer to issue an appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with Tenant's operations and Town's operations and property.

17. **ASSIGNMENT:** Lessee shall not assign this Lease, and shall not sublet the Premises, or encumber this lease or the Premises in whole or in part, without the prior written consent of the Town, which consent may be withheld in the Town's sole and absolute discretion.
18. **RESTRICTIONS ON USE:** Animals are not allowed within the Premises. Lessee will not construct temporary or permanent structures on the inside or outside of the building for recreational or other purposes other than those specifically approved by the Town in writing in advance. All outside fixtures not provided by the Town including but not limited to bike racks, benches and picnic tables must be approved by the Town. All recreational equipment such as bicycles and skateboards must be removed from the Premises overnight. Indoor furniture such as couches, tables and chairs will not be used or stored inside or outside the Premises at any time.
19. **COMPLIANCE WITH LAWS:** Lessee agrees to comply with all laws, orders and regulations of the Town, the County, federal land management agencies and any other applicable governmental authority with respect to the Premises and Lessee's use thereof. Lessee has obtained and shall keep in force during the Term, all licenses, authorizations and permits necessary for Lessee to conduct its business operation.
20. **DEFAULT:** Except where Lessee fails to timely pay any amount due under this Lease, neither party shall be in default under this Lease unless such party fails to perform any obligation or covenant contained herein and such failure remains uncured for ten (10) days following receipt of written notice from the non-defaulting party. If Lessee is in default under this Lease it is agreed that the Town may (i) retake possession of the Premises upon ten (10) days' written notice to the Lessee without terminating the Lease, (ii) in the event of default in the payment of rent or any other payments due from Lessee, treat this Lease as automatically terminated on the date specified in the Town's three (3)-day notice for payment of the rent or surrender possession of the Premises under Section 13-40-104(d) (1973 C.R.S.) if Lessee fails to pay such rent as demanded in said notice, or (iii) in the event of any other default by Lessee, treat this Lease as automatically terminated on the date specified in the Town's three (3)-day notice thereof under Section 13-40-104(e) (1973 C.R.S.). Upon the termination of this Lease, Lessee shall peacefully surrender the Premises to the Town and the Town, at any time after such termination, may, without further notice, reenter the Premises and repossess it by summary proceedings, ejectment or otherwise and may dispossess Lessee and remove Lessee and all other persons and property from the Premises and may have, hold and enjoy the Premises and the right to receive

all rental income therefrom. The Town may also, at the Town's option, and without being liable to Lessee for any damage therefore, remove and store, at Lessee's sole cost and expense, all personal property and effects of Lessee, upon the Premises without responsibility for loss or damage so long as the Town uses reasonable care in the removal thereof, and the Town shall have a valid lien on such property for any damages due the Town under this Lease and for any reasonable costs incurred by the Town in such removal or storage. The foregoing remedies shall not be exclusive, and the Town may exercise any other remedy available under the laws of the State of Colorado. Upon the termination of this Lease by reason of any default by Lessee in the obligations contained herein, the Town shall have the right to re-let the Premises for and on the account of Lessee and Lessee shall remain liable for the difference, if any, between the full amount of rent reserved hereunder and the amount received by the Town after such re-letting, after having deducted therefrom any reasonable costs and expenses of the Town. Any excess that may be derived shall belong to the Town and Lessee shall have no claim to same. The Town's failure to re-rent the Premises shall not preclude it from being able to seek damages against Lessee for any of the sums reserved hereunder. No right of redemption shall be exercised under any present or future law of the State of Colorado, in case Lessee shall be disposed for any cause, or if the Town shall in any other manner, obtain possession of the Premises in consequence of the violation of any of the covenants and agreements contained herein.

21. **SURRENDER OF PREMISES:** Upon the expiration or earlier termination of this Lease, Lessee shall quit and surrender the Premises in as good as state and condition as received, reasonable wear and tear excepted. If after the expiration or earlier termination of the Lease, Lessee remains in possession without written agreement as to such possession, Tenant shall be deemed to hold the Premises as a "Tenant-at-will" and shall be obligated thereon to pay rent for such period in advance at the per diem rate of \$50.00 per day. During such period of time all of the terms and conditions of this Lease shall remain in full force and effect. It shall be Lessee's responsibility to remove all additions, fixtures, or improvements located on the Premises at the time of such expiration, or upon termination of this Lease. In the event of removal of additions, fixtures, or improvements located on the Premises, Lessee shall restore the Premises to its original condition. Lessee shall remove all debris and personal property at its own cost.
22. **NOTICES:** All notices or deliveries required under this Lease shall either be (i) hand-delivered; (ii) given by certified mail directed to the address of the Town or Lessee set forth below; or (iii) given by overnight courier directed to the address of the Town or Lessee set forth below. All notices so given shall be considered effective (i) if hand-delivered, when received; (ii) if by certified mail, three (3) days after deposit; certified mail postage prepaid, with the United States Postal Service; or (iii) if by overnight courier, one (1) day after deposit with the overnight courier company. Either party may change the address to which future notices shall be sent by notice given in (Facsimile numbers are provided for convenience only.)

TOWN: Town Manager
Town of Crested Butte
P.O. Box 39
507 Maroon Ave
Crested Butte, CO 81224

Fascimile: (970) 349-6626

LESSEE: Gravity Groms LLC
P.O. Box 2147
Crested Butte, CO 81224

Notice shall be deemed properly given when sent, mailed, or hand delivered to the above addresses. Either party may change its address by giving written notice of the change to the other party.

23. **APPLICABLE LAW; VENUE:** This Lease is entered into in the Town of Crested Butte, Gunnison County, State of Colorado; and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Lease shall be in the County of Gunnison, State of Colorado.
24. **ATTORNEYS' FEES:** It is agreed that if the enforcement, interpretation or construction of this Lease becomes necessary of advisable, the prevailing party in such effort shall be entitled to reasonable attorneys' fees, as well as all related costs and expenses.
25. **NO WAIVER:** The failure of the Town to insist in any one or more instances upon strict compliance of any of the obligations, covenants, and agreements herein contained, or the failure of the Town in any one or more instances to exercise any option, privilege, or right herein contained shall in no way be construed as constituting a waiver of such default or option by the Town.
26. **CAPTIONS:** The captions are inserted only as a matter of convenience for reference and in no way define, limit, or describe the scope of the Lease nor the intent of any provision hereof.
27. **SEVERABILITY:** If any provision, covenant, clause, or agreement contained in the Lease or the application thereof shall be found to be invalid, such invalidity shall not affect the validity of the remaining provisions, covenants, clauses, agreements, or the validity of the Lease as a whole.
28. **BINDING:** This Lease shall be binding upon the parties hereto, their respective permitted heirs, successors and assigns.
29. **ENTIRE AGREEMENT:** This Lease contains the entire agreement between the parties and supersedes all prior understandings, negotiations and representations, written and oral, not contained herein. It may not be amended or modified, except by an agreement in writing signed by both parties hereto.
30. **COUNTERPARTS; FASCIMILE:** For purposes of enforcement of any term or condition of this Lease, facsimile signatures shall be deemed originals. This Lease may be executed in multiple counterparts, each of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Lease in duplicate as of the date first set forth above.

TOWN:

TOWN OF CRESTED BUTTE,
a Colorado home rule municipality

By: _____
Todd Crossett, Town Manager

ATTEST:

By: _____
Lynelle Stanford, Town Clerk

(SEAL)

LESSEE:

GRAVITY GROMS LLC

By: _____
Doug Hudson, Member and Manager

EXHIBIT A

Premises

EXHIBIT

Air Jump Bag Security Plan

EXHIBIT C

Premises Security Plan

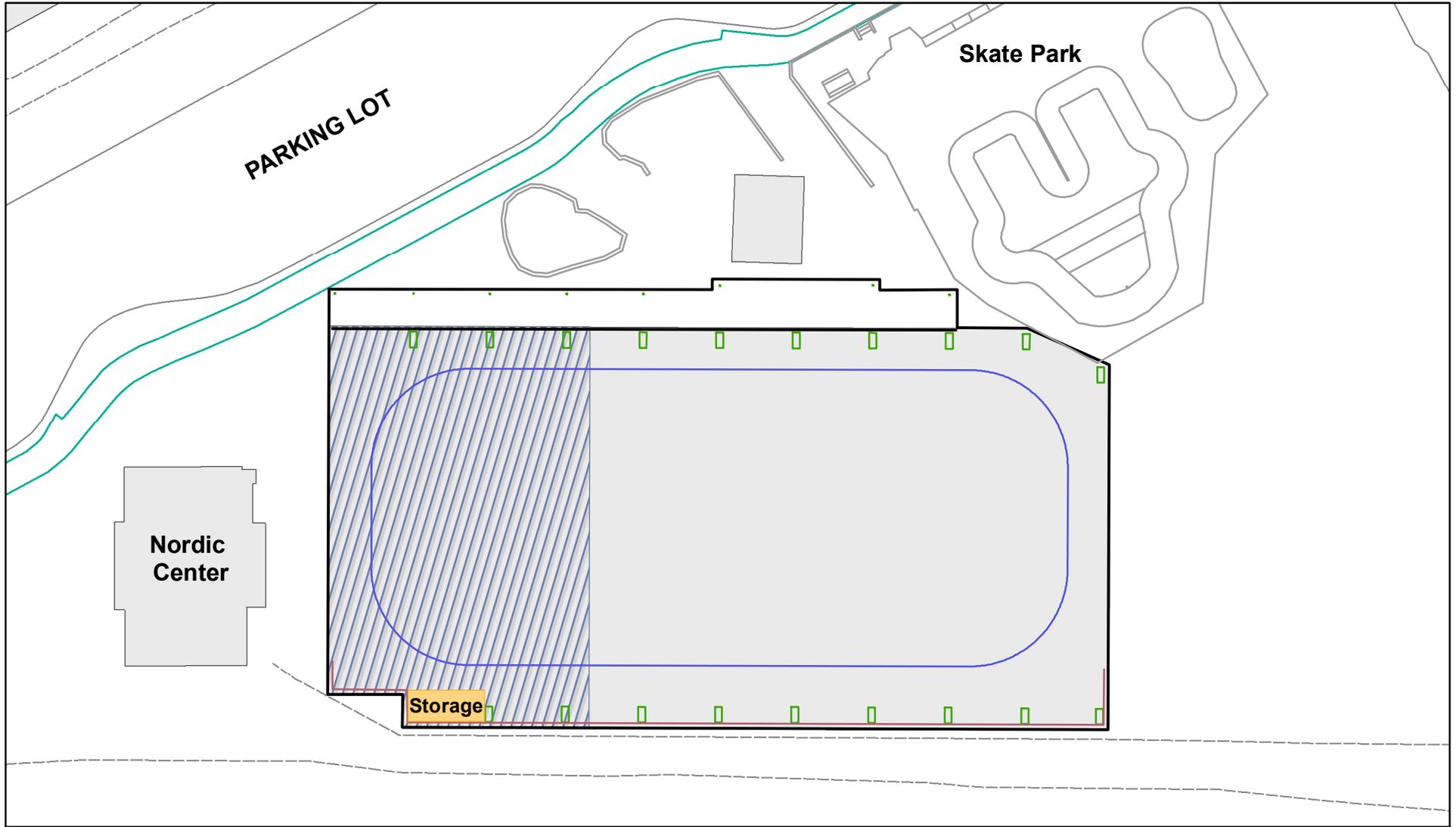
EXHIBIT D

Town Special Events

EXHIBIT E

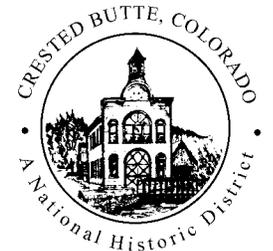
Waiver Form

EXHIBIT A



BIG MINE PARK ICE RINK Crested Butte, Colorado

- | | |
|---|---|
| Ice Rink |  Lease Area |
|  Concrete Wall |  Buildings |
|  Post |  Sidewalk |
|  Ice Rink |  Paved Roads |
|  Roof |  Unpaved Roads |



Anti Gravity Airbag Park

- Risk Management & Safety -
Gravity Groms LLC
March, 2015

A Description of the Anti Gravity Airbag Park

Open 6 days a week, Monday through Saturday, from 10am to 5 pm, June through September, the Anti Gravity Airbag Park is a professionally designed, cutting edge, covered (indoor/outdoor), freestyle, gravity progression center open to everyone ages eight & up for biking, skateboarding and inline skating. Located in the Crested Butte Big Mine Ice Arena during summer months, the Anti Gravity Airbag Park will allow athletes to safely and progressively learn how to catch big air, hold & control speed in the air and do modern tricks.

The Anti Gravity Airbag Park is not automatically available to customers of Gravity Groms Camps for Kids Who Rip, Groms Sessions or the Groms Factory Race Team. With separate fees and release waivers, the Anti Gravity Airbag Park is another premium product in the Gravity Groms LLC lineup available at hourly, daily, weekly and seasonal rates.

Big Mine Ice Arena is a public, covered, open-air ice rink with a legal (200' x 85') hockey rink. In the summers, the space has been conventionally used as a kids' public play area during periods of inclement weather or a space to ride skateboards & bikes on the smooth, flat concrete that's right next to the Crank's Tank municipal skatepark. The space is also used periodically in the summer for large events like music festivals and concerts, weddings and roller hockey.

With one third of this space (an area 85' x 67') the Anti Gravity Airbag Park is a system of platforms, ramps, jumps and a freestyle airbag for athletes to safely practice skateboard, bicycle and inline skate jumps and tricks. We're also developing skis & snowboards with wheels for use of the apparatus.

Riders will be able to choose from one of two ramp elevations, one at 7' 5" off grade and another 14' off grade. **All riders must demonstrate proficiency on the lower ramp and smaller jumps before gaining access to the higher ramp and larger jumps.**

Commercial-built stairs deliver athletes to either of these platforms where they'll enjoy the safety of proper guardrails on a heavy-duty steel-framed system. The steel-framed, five foot wide ramp decks are decked in fire retardant plywood and surfaced with the best skate and bike material on the market: Ramp Armor D-Lux. Ramp decks are bordered with a 42" tall barrier board to maintain user & staff safety and apparatus guidance.

The lower elevation ramp and smaller jumps are beginner grade and ideal for younger children or less experienced riders while the higher elevation ramp and larger jumps provide thrills and progressive opportunities to athletes of intermediate and advanced skill levels.

The custom made 9 meter x 11 meter x 2 meter freestyle airbag is custom-built to safely absorb the impacts of bike riders, skateboarders, inline skaters, skiers & snowboarders and is more than large enough to provide at least a 3 meter safety margin around athletes at all times.

The Anti Gravity Airbag Park freestyle airbag is built in two stages: lower baffles and upper baffles. The lower baffles maintain higher air pressure and serve to protect the athlete from contact with the ground should they make it all the way through the upper baffles. The upper baffles are comparatively much larger & taller and serve to 'soak up' the athlete on impact through lower air pressure and slower deceleration (see the exploded-view 3D rendering of the airbag).

At least two and as many as five properly trained Gravity Groms Coaches are on-duty at the Anti Gravity Airbag Park whenever it's open with staffing based on traffic.

Athletes begin their experience at the Anti Gravity Airbag Park with a mandatory Ready Room safety briefing about how to safely use the Anti Gravity Airbag Park and the posted Rules.

Athletes need not haul bicycles up the stairs to the platforms as there are hoists operated by staff with large gauge ropes and padded hooks for lifting bikes and other apparatus up to platforms.

Only one athlete descends either of the ramps at a time and only one athlete uses the airbag landing zone at a time. One Coach on-duty will always be designated the Air Boss. They will be responsible for ensuring the airbag is clear for use and ready to receive an athlete and that all of the other Coaches have given them the 'clear' sign. The Air Boss will give athletes the signal to drop-in and jump in to the airbag.

Safety Details

No aspect of the Anti Gravity Airbag Park will be more important than safety. Safety is the first and last consideration for any decision about what the Anti Gravity Airbag Park is, how it works, design, presentation, equipment, how it's used, staffing, supervision, instruction, management and every other aspect of the amenity.

Progression can only happen in a safe, fun environment and our Team has excellent experience, training and credentials for providing exactly that. We fully recognize the responsibility we take and we shoulder that duty with awareness and pride while we take credit for establishing an action sports camp for kids that has operated for five consecutive years with an excellent safety record. We are extremely proud of and committed to that record and we are going to work very hard to maintain it.

Safety at the Anti Gravity Airbag Park begins with layout & design, is perpetuated through diligent maintenance, mandatory education clinics called Ready Room Safety Briefings, clearly visible & easy to read signage, and concludes with constant supervision of athletes using and adjacent to the apparatus by Gravity Groms LLC Coaches & Management.

The reason the Anti Gravity Airbag Park and action-sports in general are fun is because there is a perceived higher risk for the user or athlete. As operators our job is to negate or mitigate dangerous circumstances at every opportunity to ensure a safe, fun and memorable experience in Crested Butte.

The main risk of a customer sustaining an injury at the Anti Gravity Airbag Park is via aberrant impact with equipment, apparatus or grade. Again, to negate or mitigate this risk our strategy is to focus on design, maintenance, education and supervision.

Working with some of the best designers in action-sports apparatus, the Anti Gravity Airbag Park was professionally designed to maximize fun and minimize danger. It's all about vectors and this apparatus sends athletes on safe trajectories using the right radii in transitions, the right materials like Ramp Armor D-Lux to minimize drag and the right finish details like 1/2" rounded/eased corners & edges and thick crash pads in the right locations. XGames and USOC standards were used in the development and design of the Anti Gravity Airbag Park and we're constantly looking at methods and ways to evolve the system toward a higher level of safety that includes as much or even more fun.

Every day at the Anti Gravity Airbag park begins with a visual & physical inspection of the entire system by the Manager on Duty (MOD). Armed with a checklist of every aspect of the system, the MOD will thoroughly inspect all components of the apparatus in their entirety. Any concern over any aspect of any feature will immediately close the system for maintenance. After maintenance has been performed or the issue is solved and the MOD has certified the condition, the Anti Gravity Airbag Park may open (or reopen).

Safety signs and barriers are large, highly visible and conspicuously mounted in appropriate areas. Safety signage at the Anti Gravity Airbag Park is consistent with Gravity Groms LLC branding and will feature a day-glo color background with black text of consistent font. Black stars around text will delineate safety signage.

Everyone who uses the Anti Gravity Airbag Park (including staff) must complete a mandatory safety clinic called a Ready Room Safety Briefing. Athletes receive a tour guided by staff in which they will be instructed in the proper ways to use the Anti Gravity Airbag Park: Safe & Positive Etiquette, taking turns, looking for the OK from the Air Boss, calling your line or your drop, the right way to jump, the right way to land in a freestyle airbag and what to do if you or someone else is injured. Upon completion of a Ready Room Safety Briefing, athletes sign a consent form acknowledging everything in which they were instructed.

A Ready Room Safety Briefing is only required once per athlete to gain access to the Anti Gravity Airbag Park. Once an athlete has completed a Ready Room Safety Briefing, Gravity Groms LLC files the information for perpetuity. Ready Room Safety Briefing certifications are non-transferrable.

Whenever in use, the Anti Gravity Airbag Park will be supervised by a minimum of two Coaches and supervision will increase with use. Traffic at the Anti Gravity Airbag Park will be regulated by one of the Coaches on duty serving as the Air Boss.

Prior to using the Airbag Park apparatus, staff will inspect all riders' equipment to insure safety. Helmets are checked for proper fit and adjustment. Skateboards are checked for shredded decks and loose trucks or wheels. Bikes are checked for sharp protrusions, blunt axles, tire tread & inflation and loose wheels & handlebars. In the event a repair or adjustment to a riders' equipment is needed tools and protective tape are readily on-hand. If a piece of equipment is unsafe for any reason staff will not allow its use.

All riders must demonstrate proficiency on the lower ramp and smaller jumps before gaining access to the higher ramp and larger jumps. If the Air Boss has any doubt whatsoever regarding the rider's ability or history with the Anti Gravity Airbag Park apparatus they will be required to demonstrate proficiency on the smaller ramp and smaller jumps.

Position of customers, staff, the jumps and the crash pads around the jumps are constantly monitored by staff on duty for proper location. In the event anyone or anything is out of position the 'ALL STOP' signal is given and the Anti Gravity Airbag Park is momentarily closed until everyone and everything is back in its safe and proper position.

Inflation levels of the upper and lower baffles of the airbag are constantly monitored by the Air Boss. Using large Velcro-closure flaps on the sides of the upper baffles, the Air Boss controls the inflation levels of the upper baffles based on the size of the rider and their planned jump or trick. A larger rider requires more air pressure in the upper baffles to safely catch them and a smaller rider requires less air pressure.

Per the Riders' Responsibility Code, athletes are required to 'call their line or drop' and wait for a visual cue from the Air Boss to drop-in. No more than one athlete will jump in to the airbag at one time and the airbag will be completely clear of people, personnel and equipment prior to an athlete dropping-in towards it.

Once a rider has landed and safely exited the airbag they are directed to safely return to the line for their next jump.

All Staff, Coaches, Management and Owners at Gravity Groms LLC (everyone on payroll) are annually First Aid and CPR certified.

As a licensed child care provider in Colorado, all Staff, Coaches, Management and Owners at Gravity Groms LLC (everyone on payroll) annually undergo national civil and criminal background checks. History of criminal activity, especially anything relating to offenses with minors is grounds for immediate dismissal.

Beginning this summer the Anti Gravity Airbag Park may be left in place and erected over night when the schedule allows. Plans for safely gating, signing and cordoning-off the area while closed are in development. Our priorities for this are to make the apparatus safe, signed such that it's clearly closed and no one should trespass and reasonably inaccessible to the public while not in use – eg that it's not an attractive nuisance.

When Big Mine Ice Rink is in use by other parties and the Anti Gravity Airbag Park must be moved outside the ice rink dasher boards to the south we have designed & manufactured the system in six manageable and securable segments that fit in the storage area. A steel storage shed in the storage area securely houses the deflated airbag and the system when not in use.

Please see the Anti Gravity Airbag Park Construction Set for more information.

In the Event of Injury

In the event of an injury at the Anti Gravity Airbag Park, the care of the patient will be the first priority with calls for first responder and medical assistance as necessary. While Crested Butte is a rural community, first responder triage is never far away. The paramedics of the Crested Butte Fire Protection District headquarter three blocks from the Anti Gravity Airbag Park. The park will be closed immediately. When time permits, the MOD will complete a Gravity Groms LLC Crash-Pack.

This documentation will include:

- The athlete's name and personal information from their registration documentation.
- A copy of the athlete's signed registration, waivers and assumption of risk statements.
- A form to be completed by the MOD detailing everything that happened leading up to the injury and the chain-of-events describing ways in which the athlete was cared for.
- A form to be completed by the athlete (or an agent or representative of) detailing everything that happened leading up to the injury and the chain-of-events describing ways in which the patient was cared for.
- A form to be completed by a witness detailing everything that happened leading up to the injury and the chain-of-events describing ways in which the patient was cared for.
- A copy of EMS or any other available medical records pertinent to the injury.
- A form to be completed by the MOD detailing the feature on which (or closest to) the patient was injured including the condition of the feature, way in which it was being used by patient and any other information pertinent to the injury.
- A form to be completed by the nearest Staff or Coach detailing the feature on which the patient was injured (or closest to) including the condition of the feature, way in which it was being used by patient and any other information pertinent to the injury.
- A copy of the maintenance records for the feature on which the patient was injured (or closest to).
- Copies of any other Gravity Groms LLC Crash-Packs related to injuries sustained on the same feature within the last year.

The Anti Gravity Airbag Park may be reopened if the MOD, and preferably the Owner, is satisfied that the feature and its design are safe when used properly. If the feature in question has been involved in more than two injuries in one month, the Park will be closed until the Owners can perform a full evaluation of the situation.



today

June 2015

month week day

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|--|--|-----|---|
| 3 | 1 | 2 | 3 6pm - 7pm Gunnison Valley Roller Girls | 4 3:45pm - 5:45pm Bike Skills Instruction DEVO team | 5 | 6 |
| 7 | 8 | 9 | 10 6pm - 7pm Gunnison Valley Roller Girls | 11 | 12 | 13 8am - 10pm Roller Derby Bout |
| 14 | 15 | 16 | 17 6pm - 7pm Gunnison Valley Roller Girls | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 6pm - 7pm Gunnison Valley Roller Girls | 25 | 26 | 27 |
| 28 | 29 | 30 | 1 6pm - 7pm Gunnison Valley Roller Girls | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 6pm - 7pm Gunnison Valley Roller Girls | 9 | 10 | 11 8am - 10pm From Russia with Love |

today

July 2015

month week day

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|--|--|-----|--|-----|--------------------------------------|--|
| 28 | 29 | 30 | 1 6pm - 7pm Gunnison Valley Roller Girls | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 6pm - 7pm Gunnison Valley Roller Girls | 9 | 10 | 11 8am - 10pm From Russia with Love |
| 12 8am - 10pm From Russia with Love | 13 8am - 10pm From Russia with Love | 14 | 15 6pm - 7pm Gunnison Valley Roller Girls | 16 | 17 8am - 10pm Celebration Gala | 18 8am - 10pm Celebration Gala |
| 19 8am - 10pm Celebration Gala | 20 | 21 | 22 6pm - 7pm Gunnison Valley Roller Girls | 23 | 24 | 25 8am - 10pm Wine and Food Grand Tasting |
| 26 8am - 10pm Wine and Food Grand Tasting | 27 | 28 | 29 6pm - 7pm Gunnison Valley Roller Girls | 30 | 31 | 1 |
| 2 | 3 | 4 | 5 6pm - 7pm Gunnison Valley Roller Girls | 6 | 7 | 8 |

today

August 2015

month week day

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|--|-----|-----|--|-----|-----|-----|
| 26 8am - 10pm Wine and Food Grand Tasting | 27 | 28 | 29 6pm - 7pm Gunnison Valley Roller Girls | 30 | 31 | 1 |
| 2 | 3 | 4 | 5 6pm - 7pm Gunnison Valley Roller Girls | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 6pm - 7pm Gunnison Valley Roller Girls | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 6pm - 7pm Gunnison Valley Roller Girls | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 6pm - 7pm Gunnison Valley Roller Girls | 27 | 28 | 29 |
| 30 | 31 | 1 | 2 6pm - 7pm Gunnison Valley Roller Girls | 3 | 4 | 5 |

today

September 2015

month week day

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|---|-----|-----|-----|
| 30 | 31 | 1 | 2 6pm - 7pm Gunnison Valley Roller Girls | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 6pm - 7pm Gunnison Valley Roller Girls | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |

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 Gravity Groms youth and airbag jumping activities 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 Gravity Groms, 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 in, whether directly or indirectly, the Gravity Groms youth camp and airbag jumping activities.

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; surface conditions; medical problems affecting Participant or staff; 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 equipment; slick or uneven surfaces; slipping; tripping; loss of balance; debris; marked and unmarked obstacles; varying visibility; unmaintained surfaces; 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; collisions with other individuals or equipment; 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 PARTICPATION 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 without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a legal parent or guardian of the minor Participant.

RESOLUTION NO. 13

SERIES NO. 2015

**RESOLUTIONS OF THE CRESTED BUTTE TOWN
COUNCIL APPROVING THE LEASE AGREEMENT
WITH GRAVITY GROMS LLC FOR 620 SECOND
STREET, CRESTED BUTTE**

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

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

WHEREAS, pursuant to Section 713(c), when the term of such lease is one year or less, the Town Council may approve such lease by resolutions of the Town Council; and

WHEREAS, the Town Council finds hereby that approving a lease of 620 Second Street, Crested Butte for use by Gravity Groms LLC in its business is in the best interest of the Town.

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

1. **Findings.** The Town Council hereby finds that granting a lease of 620 Second Street, Crested Butte for use by Gravity Groms LLC in its business is in the best interest of the Town.

2. **Authorization of Town Manager.** Based on the foregoing, the Town Council hereby authorizes the Town Manager to execute the lease agreement with Gravity Groms LLC in substantially the same form as attached hereto as **Exhibit "A."**

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL
THIS ___ DAY OF _____, 2014.

TOWN OF CRESTED BUTTE

By: _____
Aaron J. Huckstep, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

620 Second Street Lease Agreement

[attach form lease agreement here]

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), made and entered into this _____ day of _____, 2015, by and between the **TOWN OF CRESTED BUTTE**, a Colorado home rule municipality (hereafter referred to as the "Town") and **GRAVITY GROMS LLC**, a Colorado limited liability company (hereafter referred to as the "Lessee") is upon the following terms and conditions:

WITNESSETH:

IN CONSIDERATION of the keeping and performance of the mutual promises, covenants, and conditions contained herein, the parties agree as follows:

1. **TERM:** This Lease shall commence as of June 1, 2015, and shall expire on August 31, 2015 (the "Term"). The Term of this lease may be extended only by a writing executed by the parties hereto. The defined word "Term" as used throughout this Lease shall include any extension thereof.
2. **LEASE OF PREMISES TO LESSEE:** The Town hereby leases to Lessee, and the Lessee hereby takes and rents from the Town, the following described premises, together with the improvements thereon, situate in the County of Gunnison and State of Colorado, to wit:

An area of approximately 1900 square feet, being the space identified on **EXHIBIT A** attached hereto and incorporated herein, located at 620 2nd Street, Town of Crested Butte. Also known as the Nordic Center Warming House (hereafter, the "Premises").

3. **RENT:** The Lessee agrees to pay to Town as rent for the Premises during the Term, the sum of \$1000 per month, payable in advance on or before the fifteenth day of each calendar month during the Term. Where the Term commences during any month, the rent shall be prorated for the first month with such amount due upon Lessee's execution of this Lease. All rent and other payments required under this Lease shall be made without offset or deduction and no prior notice from the Town shall be required. Lessee shall pay a \$25.00 late fee and interest at a rate of one and one-half percent (1 ½%) per month (18% per year) on rental or other payments which are not paid when due
4. **UTILITIES:** Unless otherwise specified, the Town shall pay for heating, electricity, water and sewer. Lessee shall pay all charges for telephone, internet, television, trash and recycling removal and other such services.
5. **CHARACTER OF OCCUPANCY:**
 - (a) The Premises shall be occupied by Lessee for the purpose of conducting its youth day camp business. Lessee shall at all times properly maintain the Premises, fixtures, and furnishings located therein, and at its sole cost make all necessary day-to-day repairs needed to preserve the interior walls, floor, ceiling, and doors of the Premises, the fixtures and furnishings in good

working order and condition. All such repairs or replacements shall be of a kind and quality, and shall be done in a good workmanlike manner.

- (b) Lessee shall make no alterations, repairs, or improvements to the Premises, including, without limitation painting the Premises, without the prior written permission of the Town. Lessee shall secure the Premises with a key provided by the Parks and Recreation Director. Lessee shall not make additional copies of the key for the Premises. Lessee shall return the Premises to the Town in good condition at the expiration or earlier termination of this Lease, ordinary wear and tear excepted.
 - (c) Lessee shall not use the Premises in any fashion that would increase the risk of fire, explosion, or any physical destruction to the Premises or the building in which such Premises are located. Said limitation on use shall specifically include a prohibition on smoking, alcohol consumption, and use of controlled substances within Premises. Further, Lessee shall not use the Premises to further any discrimination based on race, sex, creed, sexual orientation or national origin.
 - (d) Lessee occupancy shall not exceed 49 people at any time including staff and patrons.
 - (e) Lessee use is restricted to the downstairs of the Premises excluding closets locked and designated for other purposes.
 - (f) Lessee shall cause the restrooms to be maintained such that, without limitation, all toilets, sinks and other facilities are kept obstruction free and clear from debris, clothing and other articles that could cause such facilities to become clogged and otherwise function improperly.
6. **JANITORIAL:** Lessee agrees to keep and maintain the Premises used exclusively by Lessee in a neat, orderly, clean and sanitary condition at all times, and to provide such janitorial and other services as may be necessary to do so. All refuse or trash resulting from Lessee's use of the Premises shall be stored in the Premises or in an external, wildlife proof dumpster to be picked up by a vendor of the Lessee's choice and expense. Lessee agrees to maintain and clean the premises including bathrooms, common areas and entryways within the building where the Premises are located once per week, and to clean the exteriors of the windows at least once per summer. Lessee agrees to clean the interior of the windows in the Premises at least once per summer. Lessee agrees to replace all light bulbs as needed in the Premises. All lights fixtures shall have compact fluorescent light bulbs.
7. **SIGNS:** Lessee shall be allowed to have one sign located on or near the building in which the Premises is located. Said sign shall be no more than seven (7) square feet. The design and placement of the sign shall be approved by the Board of Zoning and Architectural Review.
8. **PARKING:** Lessee is allowed the use of the parking lot at Big Mine Park located to the west and north of the Premises. Lessee shall not park more than one (1) vehicle overnight in said parking lot.
9. **ACCESS TO THE PREMISES:** The Town or the Town's authorized representative may enter upon the Premises at any reasonable hour to inspect and make repairs to the same. The Town or

its representative may show the Premises to prospective tenants, upon reasonable advance notice to Lessee. In the event of an emergency, the Town and/or its representatives shall be entitled to access the Premises with or without notice to Lessee.

10. **LIENS:** Lessee agrees to keep the Premises free and clear of all liens and encumbrances of any kind, whether caused by the action or inaction of Lessee.
11. **PAYMENT OF INCREASED COSTS:** Lessee agrees to pay to the Town any and all increased costs and expenses attributable to Lessee's occupation of the Premises including but not limited to any insurance increases or taxes that are directly attributable to Lessee's occupancy.
12. **SECURITY DEPOSIT:** Lessee has paid the Town the sum of \$1000.00 to be used as security for Lessee's faithful performance of the terms and obligations of this Lease. Said amount shall be paid at the time of Lessee's execution of this Lease. This deposit shall be held by the Town during the term. The security deposit shall not bear interest. The Town shall be entitled to apply any of the security deposit to the repair of damages caused to the Premises by Lessee or on account of Lessee's use thereof, and/or to pay for cleaning of the Premises. In the event the Town determines that it is necessary in its reasonable judgment to have the Premises cleaned or repaired during the Term, or after the expiration or earlier termination of this Lease, such cleaning or repairs shall be performed at Lessee's sole cost and expense. Any amount paid out of the security deposit during the Term shall be reimbursed by the Lessee to the Town within five (5) days. At no point will the security deposit on reserve be less than \$1000.00. The security deposit shall not be deemed to be the total amount for which the Lessee shall be responsible to the Town in the event of damages to the Premises. Lessee shall not be entitled to credit any amount of the deposit toward payment of any other obligation owed under this Lease. Within thirty (30) days following the expiration of the Term or sooner termination of this Lease, the Town shall either return the security deposit or, as required by Colorado law, provide Lessee with a written statement, setting forth the reason for the retention of any portion thereof together with the payment of the difference, if any between the amount of the security deposit and the damages claimed by the Town.
13. **TELEPHONE:** The Town shall be responsible for providing telephone service lines to the building. Lessee shall be responsible for placing lines from the main switch box on the building to the Premises. Lessee shall use no more than three (3) separate telephone lines within the building. Lessee shall be responsible for causing any necessary television or other cable lines to be placed for service to the Premises. Any such placement shall not cause damage to the Premises and/or building.
14. **TAXES:** The Town shall pay any and all real and personal property taxes and special assessments which may be levied upon the Premises, except those personal property taxes levied specifically upon the personal property of Lessee. Lessee shall pay all sales and uses taxes in connection with its lease and use of the Premises.

15. ASSUMPTION OF RISK; INDEMNIFICATION; RELEASE OF CLAIMS: In

consideration for the Town leasing the Premises to Lessee, Lessee, 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 use of the Premises, whether or not caused by any act or omission, negligence or other fault of Releasor/Idemnitor and/or Indemnatee its elected officials, officers, employees, agents, insurers, insurance pools, attorneys, representatives, contractors and subcontractors (collectively, "Releasee/Indemnatee");

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

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

16. TOWN NOT LIABLE: Unless due to the gross negligence of the Town, the Town shall not be liable for any damage or injury which may be sustained by Lessee or any other person resulting from any reason or cause whatsoever, including, but not limited to, as a consequence of the failure, leakage or obstruction of the water, plumbing, steam, sewer, waste or sail pipes, roof, drains, leaders, gutters, valleys, downspouts, or the like, or of the electrical or heating systems, appliances; or by reason of the elements; or resulting from, either directly or indirectly, any act of Lessee or Lessee's agents, contractors, subcontractors, employees, guests, licensees, invitees, or successors; or attributable to any interference with, interruption of, or failure, beyond the reasonable control of the Town of any services to be furnished or supplied by the Town.

17. INSURANCE: (a) At its sole cost and expense, Tenant shall obtain and keep in force during and through the Term "all-risk" property coverage naming the Town and Tenant as their interests may appear.

(b) At its sole expense, Tenant shall obtain and keep in force during and through the Term commercial general liability insurance (coverage shall include , public liability, operations, property damage and personal injury, including death, with a minimum combined single limit of not less than \$1,000,000.00 per occurrence / \$2,000,000.00 general aggregate) and insurance covering obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee of Tenant within the meaning of applicable law insuring the Town and Tenant, as their interests under this Lease appear, including, without

limitation, coverage for contractual liability and broad form property damage with respect to the Premises. The insurance shall be noncontributing with any insurance that may be carried by Town and shall contain a provision that Town, although named as an insured, shall nevertheless be entitled to recover under the policy for any loss, injury, cost or damage to Town, 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 Town in writing. All insurance policies shall be subject to approval by Town as to form and substance, shall expressly provide that the policies shall not be canceled without 30 days' prior written notice to Town and shall provide that no act or omission of Town 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. Tenant may satisfy its obligation under this Section by appropriate endorsements of its blanket insurance policies.

(d) All policies of liability insurance that Tenant is obligated to maintain according to this Agreement (other than any policy of workmen's compensation insurance) shall name Town as an additional insured. Originals or copies of original policies (together with copies of the endorsements naming Town as an additional insured) and evidence of the payment of all premiums of such policies shall be made available to Town on the date first written above. All public liability, property damage liability and casualty policies maintained by Town shall be written as primary policies, not contributing with and not in excess of coverage that Town 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. Tenant shall cause its insurer to issue an appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with Tenant's operations and Town's operations and property.

18. **ASSIGNMENT:** Lessee shall not assign this Lease, and shall not sublet the Premises, or encumber this lease or the Premises in whole or in part, without the prior written consent of the Town, which consent may be withheld in the Town's sole and absolute discretion.
19. **RESTRICTIONS ON USE:** Animals are not allowed within the Premises. Lessee will not construct temporary or permanent structures on the inside or outside of the building for recreational or other purposes. All outside fixtures not provided by the Town including but not limited to bike racks, benches and picnic tables must be approved by the Town. All recreational equipment such as bicycles, boats and skateboards must be stored inside the Premises overnight. Indoor furniture such as couches, tables and chairs will not be used or stored outside the Premises at any time.

20. **COMPLIANCE WITH LAWS:** Lessee agrees to comply with all laws, orders and regulations of the Town, the County, federal land management agencies and any other applicable governmental authority with respect to the Premises and Lessee's use thereof. Lessee has obtained and shall keep in force during the Term, all licenses, authorizations and permits necessary for Lessee to conduct its business operation.
21. **DEFAULT:** Except where Lessee fails to timely pay any amount due under this Lease, neither party shall be in default under this Lease unless such party fails to perform any obligation or covenant contained herein and such failure remains uncured for ten (10) days following receipt of written notice from the non-defaulting party. If Lessee is in default under this Lease it is agreed that the Town may (i) retake possession of the Premises upon ten (10) days' written notice to the Lessee without terminating the Lease, (ii) in the event of default in the payment of rent or any other payments due from Lessee, treat this Lease as automatically terminated on the date specified in the Town's three (3)-day notice for payment of the rent or surrender possession of the Premises under Section 13-40-104(d) (1973 C.R.S.) if Lessee fails to pay such rent as demanded in said notice, or (iii) in the event of any other default by Lessee, treat this Lease as automatically terminated on the date specified in the Town's three (3)-day notice thereof under Section 13-40-104(e) (1973 C.R.S.). Upon the termination of this Lease, Lessee shall peacefully surrender the Premises to the Town and the Town, at any time after such termination, may, without further notice, reenter the Premises and repossess it by summary proceedings, ejectment or otherwise and may dispossess Lessee and remove Lessee and all other persons and property from the Premises and may have, hold and enjoy the Premises and the right to receive all rental income therefrom. The Town may also, at the Town's option, and without being liable to Lessee for any damage therefore, remove and store, at Lessee's sole cost and expense, all personal property and effects of Lessee, upon the Premises without responsibility for loss or damage so long as the Town uses reasonable care in the removal thereof, and the Town shall have a valid lien on such property for any damages due the Town under this Lease and for any reasonable costs incurred by the Town in such removal or storage. The foregoing remedies shall not be exclusive, and the Town may exercise any other remedy available under the laws of the State of Colorado. Upon the termination of this Lease by reason of any default by Lessee in the obligations contained herein, the Town shall have the right to re-let the Premises for and on the account of Lessee and Lessee shall remain liable for the difference, if any, between the full amount of rent reserved hereunder and the amount received by the Town after such re-letting, after having deducted therefrom any reasonable costs and expenses of the Town. Any excess that may be derived shall belong to the Town and Lessee shall have no claim to same. The Town's failure to re-rent the Premises shall not preclude it from being able to seek damages against Lessee for any of the sums reserved hereunder. No right of redemption shall be exercised under any present or future law of the State of Colorado, in case Lessee shall be disposed for any cause, or if the Town shall in any other manner, obtain possession of the Premises in consequence of the violation of any of the covenants and agreements contained herein.
22. **SURRENDER OF PREMISES:** The Town shall have the sole discretion as to whether to renew the Lease and shall have the right to change the terms and conditions contained herein, including, without limitation, the rent. Upon the expiration or earlier termination of this Lease, Lessee shall quit and surrender the Premises in as good as state and condition as received,

reasonable wear and tear excepted. If after the expiration or earlier termination of the Lease, Lessee remains in possession without written agreement as to such possession, Tenant shall be deemed to hold the Premises as a "Tenant-at-will" and shall be obligated thereon to pay rent for such period in advance at the per diem rate of \$50.00 per day. During such period of time all of the terms and conditions of this Lease shall remain in full force and effect. It shall be Lessee's responsibility to remove all additions, fixtures, or improvements located on the Premises at the time of such expiration, or upon termination of this Lease. In the event of removal of additions, fixtures, or improvements located on the Premises, Lessee shall restore the Premises to its original condition. Lessee shall cause the carpet in the Premises to be professionally cleaned at the time of vacating the Premises, and shall remove all debris and personal property at its own cost.

23. **TOWN'S REPAIR AND MAINTENANCE OBLIGATION:** The Town shall keep the remainder of the building in which the Premises is located and the exterior thereof in good repair. The Town shall make such structural repairs as are necessary, and repair all plumbing, electrical, heating, ventilating, and other facilities serving the building, unless such repairs are caused by the acts or omissions Lessee, its officers, agents, contractors, subcontractors, employees, customers, invitees, guests or visitors, in which case the Lessee shall pay for such repairs.
24. **SNOW REMOVAL:** The Town shall remove snow from the parking area used by Lessee. Lessee shall cooperate with other tenants in the building to remove snow from the entrances to the building.
25. **DESTRUCTION:** In the event the Premises are damaged in any manner that renders them untenable as a result of the acts or omission of Lessee or any person whose actions are imputable to Lessee, then Lessee shall continue to remain liable for the rentals called for hereunder through the remainder of the Term. If the damage has occurred that renders the Premises untenable through no fault of the Lessee, and the damage cannot be remedied within thirty (30) days, then either party can terminate this Lease. During the period that the Premises are untenable, rental shall abate so long as the damage was not caused by Lessee. In the event the damage was caused by Lessee or by persons or entities attributable to Lessee then rent shall continue to be paid monthly by Lessee regardless of whether Lessee can occupy the Premises.
26. **SUBORDINATION; ATTORNEY-IN-FACT:** This Lease is subject and subordinate to all present and future mortgages or deeds of trust affecting the Premises, and to any and all advances made, or that may be made on account of such mortgage or deed of trust to the full extent of the principal sum or sums secured, or intended to be secured, in the interest due thereon. Lessee agrees upon the request of the Town, to execute and deliver any and all instruments that the Town may reasonably deem necessary or advisable to be executed in respect to this provision. The failure of Lessee to execute and deliver any and all such instruments, shall afford the Town the power to execute and deliver any such instrument or instruments in the name of and on behalf of Lessee and Lessee's failure to so deliver shall constitute a default under this Lease.

27. **NOTICES:** All notices or deliveries required under this Lease shall either be (i) hand-delivered; (ii) given by certified mail directed to the address of the Town or Lessee set forth below; or (iii) given by overnight courier directed to the address of the Town or Lessee set forth below. All notices so given shall be considered effective (i) if hand-delivered, when received; (ii) if by certified mail, three (3) days after deposit; certified mail postage prepaid, with the United States Postal Service; or (iii) if by overnight courier, one (1) day after deposit with the overnight courier company. Either party may change the address to which future notices shall be sent by notice given in (Facsimile numbers are provided for convenience only.)

TOWN: Town Manager
Town of Crested Butte
P.O. Box 39
507 Maroon Ave
Crested Butte, CO 81224
Facsimile: (970) 349-6626

LESSEE: Gravity Groms LLC
P.O. Box 2147
Crested Butte, CO 81224

Notice shall be deemed properly given when sent, mailed, or hand delivered to the above addresses. Either party may change its address by giving written notice of the change to the other party.

28. **APPLICABLE LAW; VENUE:** This Lease is entered into in the Town of Crested Butte, Gunnison County, State of Colorado; and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Lease shall be in the County of Gunnison, State of Colorado.
29. **ATTORNEYS' FEES:** It is agreed that if the enforcement, interpretation or construction of this Lease becomes necessary or advisable, the prevailing party in such effort shall be entitled to reasonable attorneys' fees, as well as all related costs and expenses.
30. **NO WAIVER:** The failure of the Town to insist in any one or more instances upon strict compliance of any of the obligations, covenants, and agreements herein contained, or the failure of the Town in any one or more instances to exercise any option, privilege, or right herein contained shall in no way be construed as constituting a waiver of such default or option by the Town.
31. **CAPTIONS:** The captions are inserted only as a matter of convenience for reference and in no way define, limit, or describe the scope of the Lease nor the intent of any provision hereof.
32. **SEVERABILITY:** If any provision, covenant, clause, or agreement contained in the Lease or the application thereof shall be found to be invalid, such invalidity shall not affect the validity of the remaining provisions, covenants, clauses, agreements, or the validity of the Lease as a whole.

33. **BINDING:** This Lease shall be binding upon the parties hereto, their respective permitted heirs, successors and assigns.

34. **ENTIRE AGREEMENT:** This Lease contains the entire agreement between the parties and supersedes all prior understandings, negotiations and representations, written and oral, not contained herein. It may not be amended or modified, except by an agreement in writing signed by both parties hereto.

35. **COUNTERPARTS; FASCIMILE:** For purposes of enforcement of any term or condition of this Lease, facsimile signatures shall be deemed originals. This Lease may be executed in multiple counterparts, each of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Lease in duplicate as of the date first set forth above.

TOWN OF CRESTED BUTTE,
Colorado home rule municipality

By: _____
Todd Crossett Town Manager

ATTEST:

By: _____
Lynelle Stanford, Town Clerk

(SEAL)

LESSEE:

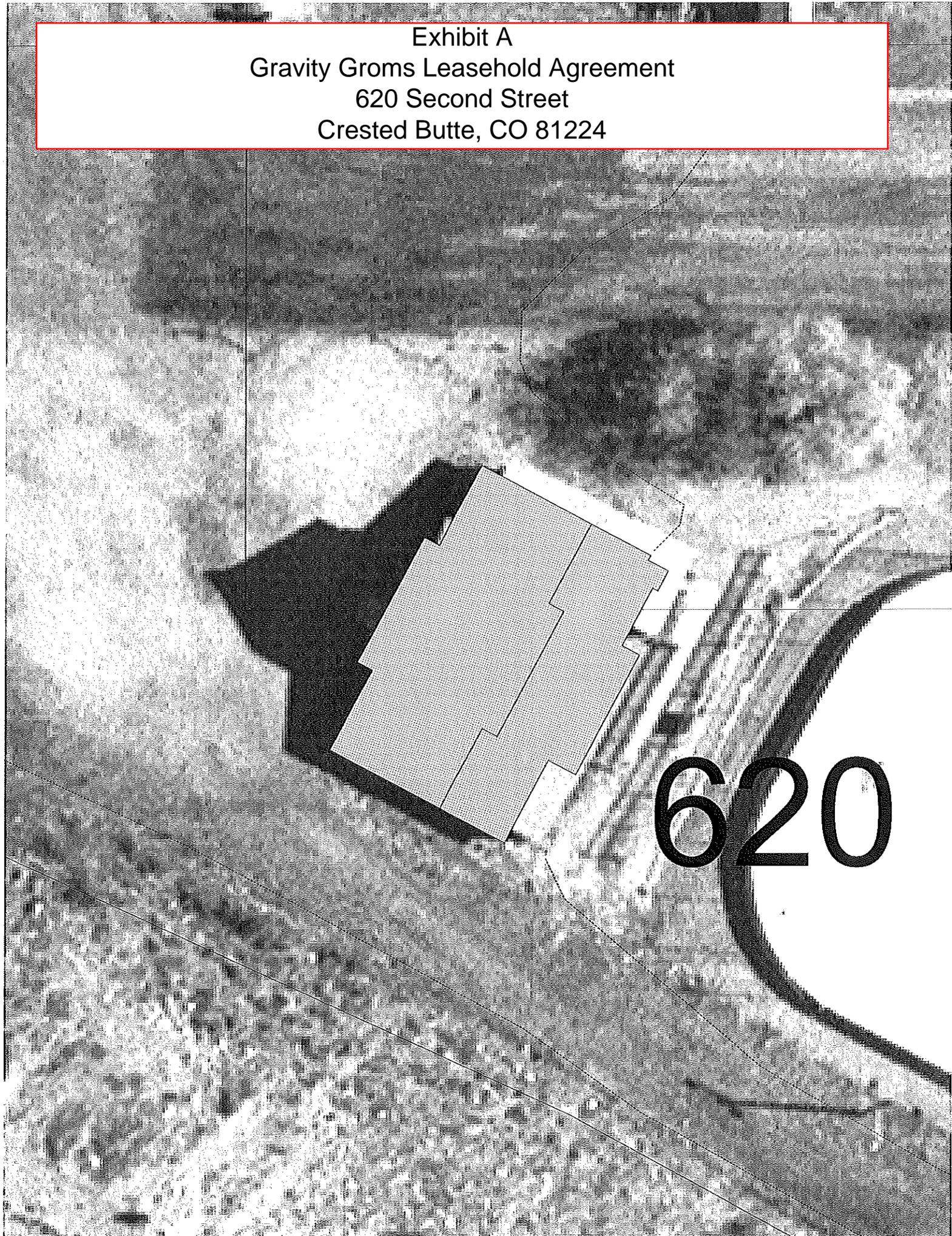
GRAVITY GROMS LLC

By: _____
Doug Hudson, Member and Manager

EXHIBIT A

Premises

Exhibit A
Gravity Groms Leasehold Agreement
620 Second Street
Crested Butte, CO 81224





Staff Report
May 18, 2015

To: Mayor and Town Council

Thru: Todd Crossett, Town Manager

From: Janna Hansen, Parks and Recreation Director

Subject: Update and Discussion Relevant to Skatepark Location in Town Park

Background:

On May 4th, 2015 staff presented Town Council with alternative locations for the Skatepark near Rainbow Park. Council did not feel that any of the proposed locations were acceptable due to the neighborhood context along 8th Street as well as the need to take an affordable housing lot for the option at the NW corner of the park.

During that same meeting, Council directed Staff to explore locating the Skatepark in Town Park. At that time, staff expressed that utility locates would need to be completed prior to considering Town Park for a Skatepark location. Staff also conferred with Mundus Bishop and Team Pain. Utility locates have been completed and based upon those findings and feedback from Mundus Bishop and Team Pain, the following locations are being submitted for consideration (see attached aerial photos of Town Park and two 8th Street locations). The Town Park Skatepark location would have a wastewater line through the middle, which could be accommodated by the design. The bowl feature would likely be located to the south, and the area over the wastewater be designed so as to be accessible in the event that repairs were needed.

Locating the Skatepark to Town Park would necessitate relocation of the volleyball court and horseshoe pits to an alternative location. Staff proposes to locate both to Rainbow Park.

Skatepark Alternative Location in Town Park:

Pros:

- Proximity of restrooms, shade and water in Town Park
- Approximately 16,000 square foot area to work within
- Sunny open space that would allow for a longer skate season
- Town Park is currently a very active park enjoyed by many different user groups. The Skatepark would add to the existing vibrancy of Town Park.
- Skatepark would be located across the street from existing housing, with the exception of 625 7th Street which has a natural shrub buffer on the northern boundary of Town Park
- The Sled Hill would remain an existing amenity at Big Mine Park

Cons:

- The location of an existing sewer pipe under Sopris Avenue and extending west through the park could limit the design opportunities of the Skatepark to some degree

- Concern has been voiced by neighbors along 7th Street regarding the relocation of existing amenities and the noise associated with skate boarding
- Town Park is a highly used park with limited parking. The addition of the Skatepark to Town Park might further congest 7th Street
- Proximity to Pitsker Field may require mitigation for the risk of foul balls being hit into the skatepark.
- Loss of green space in Town Park

Volleyball Courts Alternative Location in Block 69 8th Street Greenway

Pros:

- Proximate to restrooms, shade and water in Rainbow Park
- Storm drain coming off of Elk Avenue could easily be piped and the area backfilled to accommodate the courts
- Larger space would allow for the creation of an additional court
- Volleyball would have less of a perceived impact on the surrounding neighborhood than did skateboarding

Cons:

- Additional cost to pipe and backfill the storm drain

Horseshoe Pits Alternative Location in Block 78 8th Street Greenway

Pros:

- Proximate to restrooms, shade and water in Rainbow Park
- The Horseshoe pits could easily fit in the 8th Street Greenway space, allowing for a landscape buffer between the pits and the unit that will be built to the east
- Horseshoes would have less of a perceived impact on the surrounding neighborhood than did skateboarding
- Utility locations would allow for the pits to be located anywhere in that space except the alley
- The Horseshoe pits, and snow storage that will need to remain in the 8th Street Greenway in block 78, would be compatible

Cons:

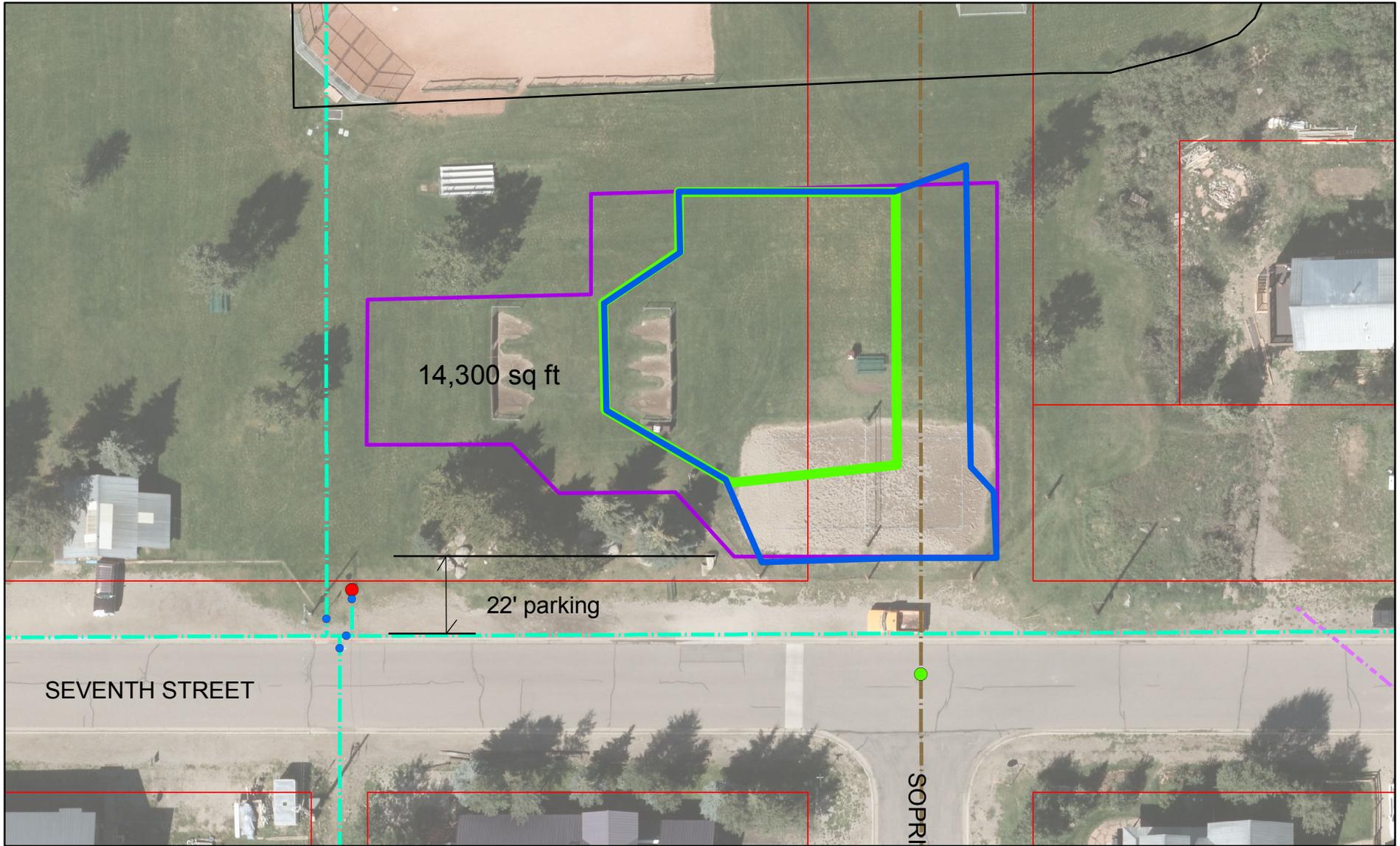
- None foreseen at this time

Recommendation:

Given the choice between locating the Skatepark in Town Park and keeping it at Big Mine Park, Staff recommends keeping the Sledding Hill at Big Mine Park and locating the Skatepark to Town Park. Please note that this is for planning purposes and actual relocation, per the plan, would be carried out on a funding available basis and in accordance with an approved budget and work plan.

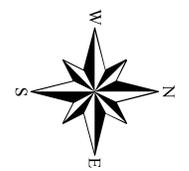
Staff notes that while no solution will equally satisfy everyone, this option reasonably accommodates all involved. The very popular sledding hill is retained and made safer with an appropriate run-out. The Skatepark is replaced at a favorable location. The volleyball courts and horseshoe pits are preserved and located at equally favorable locations. And, while neighbors are potentially impacted by changes at their neighboring parks, those changes are consistent with park use and located no closer than across the street from any existing residence.

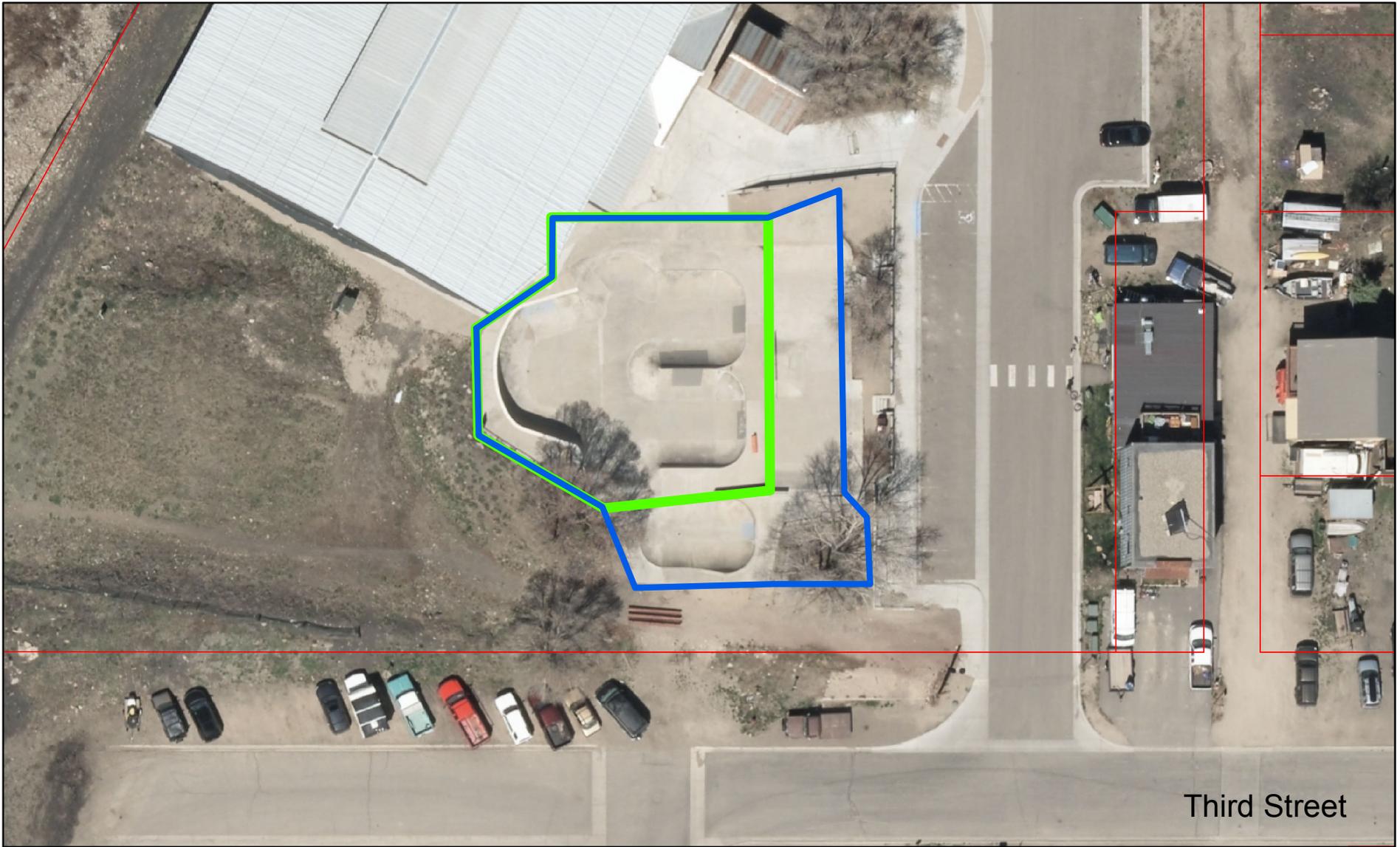
Suggested Motion: I move to approve relocating the Skatepark, Volleyball Courts and Horseshoe Pits, for planning purposes, to the Town Park and Rainbow Park, respectively, as defined in the attached aerial photos.



Skatepark Area at Town Park

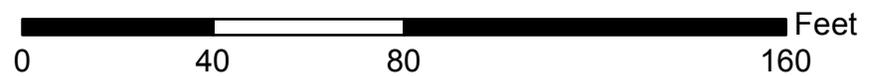
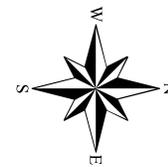
- Parcel Boundaries
- Water Lines
- Sanitary Sewer Lines
- Storm Sewer Line
- Overlay of Current Skatepark Area = 9,300 square feet
- Overlay of Current Bowl Area = 5,840 square feet
- Proposed Skatepark Area = 14,300 square feet
- Water Valves
- Hydrants
- Manhole

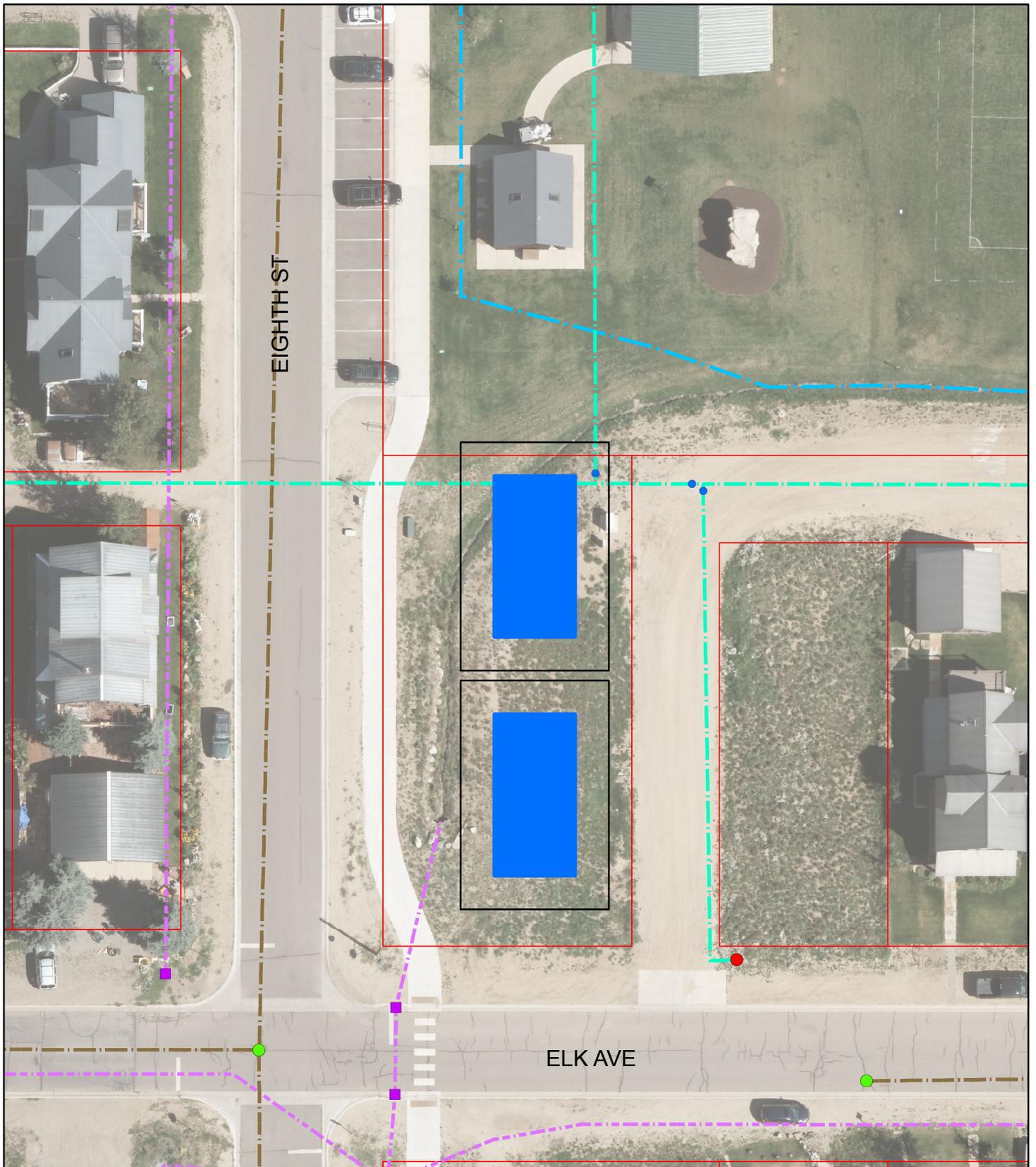




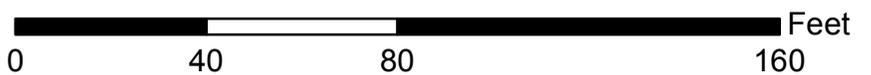
Skatepark Area at Big Mine Park

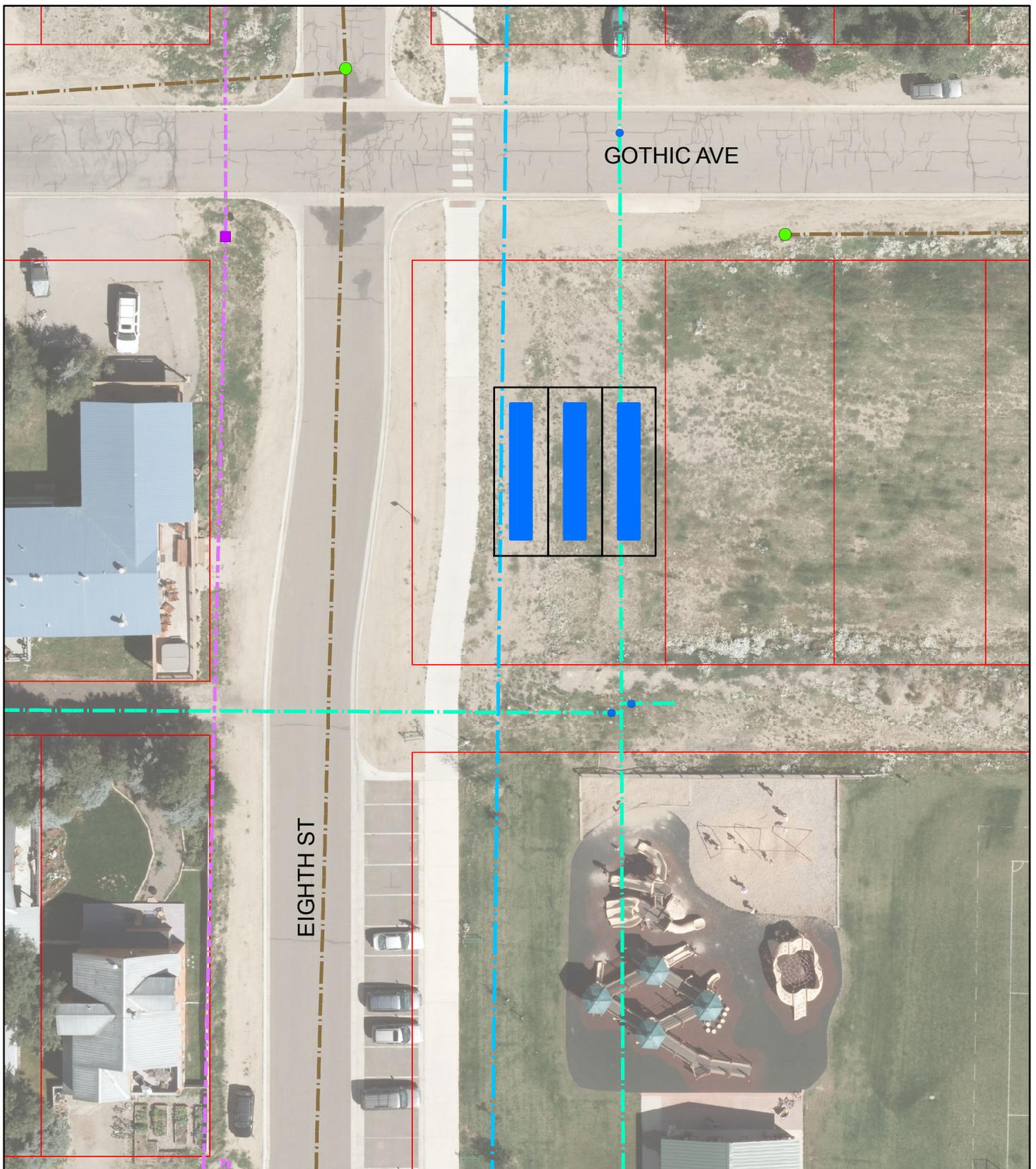
-  Parcel Boundaries
-  Skatepark Area = 9,300 square feet
-  Bowl Area = 5,840 square feet





Volleyball Court Locations





Horseshoe Locations

- | | | |
|---|--|---|
|  Parcel Boundaries |  Sanitary Sewer Lines |  Manhole |
|  Water Valves |  Storm Sewer Drain |  Cleanout |
|  Hydrants |  Storm Sewer Line |  End of Line |
|  Water Lines | | |
|  McCormick Ditch (piped) | | |



Lynelle Stanford

From: Aaron Huckstep
Sent: Wednesday, May 06, 2015 12:42 PM
To: gentry@rmi.net
Cc: Lynelle Stanford
Subject: RE: Special Events

Hi Dr. Gentry,

Thank you for your email and for sharing your thoughts regarding special event closures of Elk Avenue. I am copying Town Clerk Lynelle Stanford on this email so that your comments can become part of the Council's record on this matter. I appreciate your input and will make sure Council receives a copy of your email.

Best Regards,

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

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

From: gentry@rmi.net [mailto:gentry@rmi.net]
Sent: Wednesday, May 06, 2015 11:42 AM
To: Aaron Huckstep
Subject: Special Events

Hi Huck. I am writing this email to you and Town Council to voice my support for Elk Ave. Special Events. As a business member in the community, I believe that events are important to our businesses and their financial wellbeing. I believe that the streets should be closed with no vehicle access during events and primarily for safety reasons. People and cars don't mix. I believe that it has been shown that if an event is moved to another location then the businesses suffer more than if the street is closed for a few hours. Thanks, Kay

Dr. Kathleen D. Gentry, MPH
POB 2087
702 Forest Lane
Crested Butte, Colorado 81224
970-349-5755 or 970-275-9341 (c)

Lynelle Stanford

From: Aaron Huckstep
Sent: Wednesday, May 06, 2015 12:42 PM
To: Ed Christian
Cc: Lynelle Stanford
Subject: RE: NO on ELK AVE CLOSURES

Hi Ed,

Thank you for your email and for sharing your thoughts regarding special event closures of Elk Avenue. I am copying Town Clerk Lynelle Stanford on this email so that your comments can become part of the Council's record on this matter. I appreciate your input and will make sure Council receives a copy of your email.

Best Regards,

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

From: Ed Christian [mailto:edchristian@crestedbutte.net]
Sent: Wednesday, May 06, 2015 11:53 AM
To: Aaron Huckstep; chris ladoulis; Glenn Michel; J Schmidt; R Mason; Shaun; Walker Berkshire
Subject: NO on ELK AVE CLOSURES

I have been a resident of this community for the past 19 years. I always have been concerned that the "vocal few" in town do not represent the majority nor care about the financial impact to the town, the surrounding residents, and business community. This notion of not closing Elk Avenue for Special Events would be detrimental not only to the business community but would not carry on in the traditions that have made Crested Butte what it is.

Please do not support the "vocal minority" on this issue by not closing Elk Avenue for Special Events.

Chip Christian
edchristian@crestedbutte.net
349-0471
Cell: 970-948-2518

Lynelle Stanford

From: DEE GRINEWICH <dgrinewich@msn.com>
Sent: Wednesday, May 13, 2015 4:46 PM
To: Lynelle Stanford
Subject: skate park

Crested Butte Town Council,

My husband and I are not able to attend the meeting this coming Monday, so I am sending this email.

We believe that having a skate park in Crested Butte is a wonderful thing for the kids and young adults, and we are very much in favor of a new one being built.

We do, however, believe that the location you have chosen in Pitsker Field is too restrictive to make a proper facility. As long as the money is going to be spent, it is our opinion that a new skate park should be located in an area that will allow for expansion in the future. Why not make it an attraction young people from all over will want to visit? At a later time, it might be beneficial to include ramps, jumps for bikers, shaded areas, etc. If the skate park is put where the volleyball court is now located, it cannot be very large, and it is pretty much settled that no other features could be added later.

Hopefully, the skate park you are considering building will be larger and even more exciting than the current facility. Make it a memorable place for skaters and bikers to enjoy!

Sincerely,
Walt & Dee Grinewich
712 Sopris Ave.

Lynelle Stanford

From: John Holder <joldercb@gmail.com>
Sent: Tuesday, May 12, 2015 10:20 AM
To: Glenn Michel; Aaron Huckstep; Shaun; J Schmidt; Chris Ladoulis; Walker Berkshire
Cc: Todd Crossett; Lynelle Stanford; Janna Hansen
Subject: Town Park Changes

Town Council, Town Staff and Mayor
RE: Town Park Changes

Our Family has lived in the 700 block of White Rock adjacent to the Town Park for over 30 years. The park is an extremely important amenity to our neighborhood. We have enjoyed the Volleyball court and the Horseshoe pits and feel they add to ambiance of the park. This park is a historical amenity to town and should not be changed.

We strongly **do not** support the idea of moving the Skatepark to this location. The park is already overcrowded with parking issues due to Arts Center and will only be worse in the future. Perhaps a less central location, such as the Tommy V area or Rainbow park area would be more appropriate , as these both seem to have more room available.

Feel free to contact us to discuss any ideas.

Thank You for your consideration,

John and Mary Holder

970-417-8353

Lynelle Stanford

From: Aaron Huckstep
Sent: Friday, May 08, 2015 12:31 PM
To: Beth Appleton
Cc: John Belkin; Lynelle Stanford
Subject: RE: proposed annexation

Hi Beth,

Thank you for your email and for sharing your thoughts regarding the annexation proposal and the proposed method for cleaning up the old town dump specifically. I am copying Town Clerk Lynelle Stanford on this email so that your comments can become part of the Council's record on this matter. I appreciate your input and will make sure Council receives a copy of your email.

Best Regards,

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

From: Beth Appleton [mailto:beth@epappletonlaw.com]
Sent: Friday, May 08, 2015 12:24 PM
To: Aaron J. Huckstep, JD, CPA
Cc: John Belkin
Subject: proposed annexation

Hi Huck:

Hope this finds you well. So I read the paper yesterday and paid close attention to the article on P 1 re the annexation and the letter from Marcus re the clean up of the town dump. The article states that the proposal (along with the compensation issue which I will not get into) re clean up would be six days a week, 12 hours a day. I have to object to that – the dump (across the street from where I live) is in the neighborhood of many locals with children. The noise, dust and disruption that would ensue if the clean up occurs on a six day 12-hour per day schedule speaks for itself. I know this is one small item in the context of a much larger one so my apologies for the pettiness, if you will. Regardless, I am sure my neighbors would concur with my position and I would hope you take it into consideration if the town ever gets to the point of determining the work schedule for the clean up.

Thanks,

Beth

Beth Appleton
Elizabeth P. Appleton, PC
PO Box 234
115 Elk Avenue, Suite E
Crested Butte, CO 81224

phone - 970-349-6454
fax - 970-797-1833
email - beth@epappletonlaw.com

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April 20, 2015

Town of Crested Butte
Attn: Lois Rozman
PO Box 39
Crested Butte, CO 81224-0039

Dear Lois and Town Council,

Thank you for your generous grant of \$1,000.00 for the Adaptive Sports Center's Community Kids Program. The support of grant programs like yours allows the Adaptive Sports Center to continue to improve the quality of life of people with disabilities through outdoor adventure activities. We thank you for helping us enrich the lives of our participants and their families.

We welcome input from our donors, and if you have any questions or would like more information about a specific issue, please call (970) 349-5075, or e-mail office@adaptivesports.org. If and when you are in Crested Butte, we welcome you to stop by our office and say hello, or immerse yourself in our program by shadowing a lesson with a participant and one of our professional instructors.

This letter serves as your receipt. No goods or services were provided in return for your contribution. The Adaptive Sports Center is a 501(c)(3) non-profit organization. Our tax identification number is 84-1063447. Thank you again for your support!

Sincerely,

A handwritten signature in cursive script that reads "Maggie Burke".

Maggie Burke
Development Coordinator

For Office Use Only

Receipt: 41501

Account: 4620

Check: 75338

By: Burke

Program Office: 866-349-2296

Main Office: 970-349-5075

Email: info@adaptivesports.org

www.adaptivesports.org



April 30, 2015

Aaron Huckstep
Mayor, Crested Butte CO
PO Box 39,
507 Maroon St
Crested Butte, CO 81224

Re: Comcast/Time Warner Cable Transaction Terminated

Dear Mr. Huckstep:

More than a year ago, Time Warner Cable Inc. ("Time Warner Cable"), the ultimate parent of the cable franchisee in your community, and Comcast Corporation ("Comcast") entered into an agreement to merge. As you probably know, last Friday, Comcast terminated the merger agreement and we are withdrawing the FCC Form 394 filing you received last year. This letter is to let you know that Time Warner Cable will now continue as the operator of the cable system in your community.

We greatly appreciate the careful consideration given to the transfer application, and I want to take this opportunity to assure you that Time Warner Cable remains financially and operationally strong, and we are committed to continue to deliver great experiences to our customers.

As always, if you have any questions, feel free to call me at 970-641-4774 or send an email to mike.miller@twcable.com.

Sincerely,

A handwritten signature in black ink that reads "Mike Miller".

Mike Miller



File Code: 2720
Date: May 6, 2015

Aaron Huckstep
Mayor of Town of Crested Butte
PO Box 39
Crested Butte, CO 81224

Dear Mayor Huckstep:

The Forest Service has received a proposal from Crested Butte Mountain Resort (CBMR) to construct new lifts, trails, gladed trails and add snowmaking within their existing ski area permit boundary, expand their boundary to allow for skiing within 500 acres of what they are referring to as the Teocalli drainage, install a lift and construct trails and gladed trails within that expansion area, and construct additional mountain bike trails and a via ferrata for summer use.

I am sharing this information with Gunnison County and the Cities of Crested Butte, Gunnison and Mount Crested Butte to notify you of our next steps and to request how you may wish to be involved during the course of this project. Our first step will be to determine if CBMR's proposal is consistent with their 2013 Master Development Plan and the Forest's 1991 Amended Land and Resource Management Plan. We do know that their proposal to expand the ski area permit boundary will, if approved, require an amendment to the Forest Plan to change certain management area designations to allow for downhill skiing.

Our next step will be to determine if there is sufficient information to screen their proposal to ensure the proposed uses meet certain minimum requirements (36 CFR 251.54). Typically additional information is necessary from the proponent to obtain a full description of the proposed uses and their effects.

Once the Forest Supervisor determines the proposal meets the screening criteria, he will notify CBMR of his acceptance of their proposal as an application for a special use authorization. At that time, we will develop a cost-recovery agreement with CBMR and then begin the process to comply with the National Environmental Policy Act (NEPA), which is when public scoping occurs.

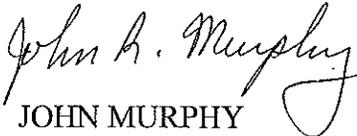
Presuming the Forest Supervisor accepts CBMR's proposal and initiates the NEPA process, the proposed action will include the construction of certain trails and facilities within their current ski area permit boundary and to expand their permit boundary. We intend to evaluate their permit boundary expansion (i.e., the amendment to the Forest Plan) under the 1982 Planning Rule.

While we are not scoping the proposal at this time, I do wish to notify you of our next steps and request how you may wish to be involved as the county or one of the municipalities. Please feel



free to contact me or Aaron Drendel, project leader, with any questions.

Sincerely,

A handwritten signature in cursive script that reads "John H. Murphy". The signature is written in black ink and is positioned above the printed name.

JOHN MURPHY
District Ranger

CRESTED BUTTE FIRE & EMS SQUAD
PO Box 1009 CRESTED BUTTE, CO 81224
Contact: 970-274-1547

April 15, 2015

Town of Crested Butte
Mayor Aaron Huckstep
PO Box 39
Crested Butte, CO 81224

Dear Mayor Huckstep,

The Crested Butte Fire and EMS Volunteer squad is hosting our annual 4th of July Pancake Breakfast fundraiser. We would like to request your financial support. Each year the squad asks local businesses to contribute both in-kind goods as well as donations.

The volunteers of the Crested Butte Fire and EMS squad started to facilitate cooperation between the fire district and its volunteers, to raise funds for the organization and to promote our dedicated volunteers in the cause of life, safety and property preservation. The main goal of our Volunteer Squad has been to build its "Fallen Fire Fighter Fund". This fund was established to assist members in a time of injury or illness. The volunteer squad also supports other local charities and fund raising activities in the Gunnison Valley.

Acknowledgement of your financial contribution will be recognized in an ad in the Crested Butte News following the event as well as displayed at the event. If you wish to contribute, return the enclosed form to us along with a check payable to "Crested Butte Fire & EMS Squad" by June 1st, 2015.

We sincerely appreciate your support in making the 2015 Pancake Breakfast a success. Please feel free to contact me with any additional questions.

We would love to see you at the Pancake Breakfast! Please come see us at the fire station located at 3rd and Maroon on Saturday, July 4th between 7:00am and 10:00am.

Thank you so much!

Sincerely,



Stephanie Blewett
2015 Pancake Breakfast Committee Member/Volunteer EMT-I and Firefighter

THE
TRUST
for
PUBLIC
LAND



*Conserving Land
for People*

May 6, 2015

Aaron Huckstep
Mayor
Town of Crested Butte
PO Box 39
Crested Butte, CO 81224

Dear Mayor Huckstep:

Thank you for your April 16 letter requesting technical advice and assistance from The Trust for Public Land to assess the feasibility and development of dedicated funding for the Parks and Recreation Department in the Town of Crested Butte. As you know, The Trust for Public Land's Conservation Finance Program provides professional, technical assistance services to state and local government officials, legislatures, and public agencies, such as yours, that need to research and evaluate conservation finance options and strategies.

Between 1996 and 2014, The Trust for Public Land helped state and local governments generate over \$47 billion to protect special places for parks, trails, open space, historic landmarks, forests, watershed, and working farms and ranches. With this history of work, we have built a reputation of working in partnership with state and local governments to help address their conservation agenda and achieve their goals.

Please know that your request for technical assistance does not obligate Crested Butte to refer a funding measure to the ballot. Instead, The Trust for Public Land's Conservation Finance Program is specifically designed to help communities assess not only the legal mechanisms that are available, but also the communities' willingness to support a ballot measure. At any point in the process, the Town can decide it no longer wants to pursue conservation funding through a ballot measure, or we may recommend that you not pursue a measure.

Thanks to current grant funding that partially supports our Conservation Finance program in the West, the majority of the services provided are at no cost to the Town. The two exceptions are a public opinion survey and any campaign that might take place to raise voters' awareness.

Please feel free to call if you have any questions, and we look forward to working with Crested Butte in the coming months.

Regards,

David Weinstein and Justin Spring

David Weinstein, TPL Associate Conservation Strategies Director - West
Justin Spring, TPL Director of Land Protection - Colorado Office

cc: Todd Crossett, Town Manager - Crested Butte
Michael Yerman, Town Planner - Crested Butte
Janna Hansen, Director of Parks and Recreation - Crested Butte



File Code: 2720
Date: April 24, 2015

Dear Concerned Citizen:

The Grand Mesa, Uncompahgre and Gunnison National Forests in conjunction with the White River National Forest is considering the reissuance of an expiring Special Use Permit to Rocky Mountain Biological Laboratory (RMBL). The permit will authorize non-ground disturbing research activities on the Gunnison, Paonia and Aspen-Sopris Ranger Districts. RMBL is a non-profit field laboratory, established in 1928 and located on a 245 acre inholding on the Gunnison Ranger District. RMBL has held a Special Use Permit for research on National Forest since 1959. Over the years, research has been permitted on the White River National Forest as well as the Gunnison National Forest.

The proposal is to issue one combined permit for research to be conducted on both White River National Forest and Gunnison National Forest. The permitted area would be defined as the Gunnison, Paonia, Aspen and Sopris Ranger Districts and the permit would have a 30 year term. All projects authorized by this permit will be non-ground disturbing and will be identified yearly on an annual Operating Plan reviewed by Forest Service staff. If you have question or comments regarding this proposal, please contact Cathy Mask at 970-641-0471 by May 12.

Sincerely,

for JOHN MURPHY
District Ranger



June 1, 2015

Work Session

Consent Agenda

New Business

Award for Blocks 79 & 80
Center for the Arts Resolution

June 15, 2015

Work Session

Creative District

Future Worksession Items:

- Cemetery Committee (Update and planning future work)
- 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)
- CBMBA and Trail priorities/signage (basically – what is the future plan for new trails/existing trail completion in the valley? What should be our priorities as a Council?)
- 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.
- What do we want to become? – or said differently, follow-up planning process for the Whatever USA
- Affordable Housing/Density/Workforce – Blk 79/80 – Discussion of the question “how do we deal with the shortage of employees from the 2014 summer? What should we expect in 2015 and how will we address another shortage?”