



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 2, 2016
Council Chambers, Crested Butte Town Hall

6:00 WORK SESSION

1) Presentation by Brian Lieberman on 2015 User Data in the Slate River Valley.

6:30 2) Update from BLM on the Oh Be Joyful Campground.

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 April 18, 2016 Regular Town Council Meeting Minutes.

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

3) Approval of Crested Butte Bike Week Special Event Application and Liquor Permits, for June 23 to 26, 2016 to Include the Chainless Race on Friday, June 24, 2016 in the 10 and 100 Blocks of Elk Avenue and the 1st and Elk Parking Lot and the Fat Tire 40 on Saturday, June 25, 2016. The Event Venue Would Also Close a Portion of the Chamber Parking Lot from June 23 to June 26, 2016.

4) Approval of Paragon People’s Fair Special Event Application for September 3 to 4, 2016 on Elk Avenue, from 2nd Street to 4th Street, and on 3rd Street, from Alley to Alley.

5) Approval of Crested Butte Farmers Market Special Event Application on Sundays from June 5 to October 2, 2016 in the 100 Block of Elk Avenue, with the Exception of Sunday, August 7, on Which the Farmers Market will Be Located at Crank’s Plaza to Allow for Arts Festival.

6) Approval of SplatterDash Special Event Application for Saturday, July 2, 2016 with the Start and Finish at Totem Pole Park and Route Through Town on Maroon Avenue to 1st Street to Butte Avenue, 6th Street, and Back to Totem Pole Park, With a Shorter Route Also Using 3rd Street from Totem Pole Park.

7) Approval of Resolution No. 9, Series 2016 - Resolutions of the Crested Butte Town Council Approving the Award of the 2016 Tennis Courts Parking Area Paving Project Contract to Oldcastle SW Group, Inc., dba United Companies in an Amount Not to Exceed \$40,000.00.

8) Approval of Resolution No. 10, Series 2016 - Resolutions of the Crested Butte Town Council Approving the Consulting Services Agreement with JVA, Incorporated for the Performance of the Avalanche Park Campground Civil and Transportation Engineering Due Diligence Study.

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

7:06 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.

7:15 **STAFF UPDATES**

7:25 **NEW BUSINESS**

1) Discussion and Appointment of Short-Term Rental Committee Members.

7:45 2) Ordinance No. 3, Series 2016 - An Ordinance of the Crested Butte Town Council Amending Chapter 13, Article 1 of the Crested Butte Municipal Code to Include Regulations for the Installation of Backflow Prevention Assemblies on Water Supply Systems.

7:50 3) Discussion and Possible Approval of 4th of July Special Event Application for the Parade Closing Elk Avenue in its Entirety and Festivities on Elk Avenue at 3rd Street from Maroon Avenue to Sopris Avenue on July 4, 2016.

8:00 **LEGAL MATTERS**

8:05 **COUNCIL REPORTS AND COMMITTEE UPDATES**

8:25 **OTHER BUSINESS TO COME BEFORE THE COUNCIL**

8:35 **DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE**

- Monday, May 16, 2016 – 6:00PM Work Session – 7:00PM Regular Council
- Monday, June 6, 2016 – 6:00PM Work Session – 7:00PM Regular Council
- Monday, June 20, 2016 – 6:00PM Work Session – 7:00PM Regular Council

8:45 **ADJOURNMENT**

Slate River Visitation Study



Brian Lieberman
April 11th, 2016
Gunnison, Colorado

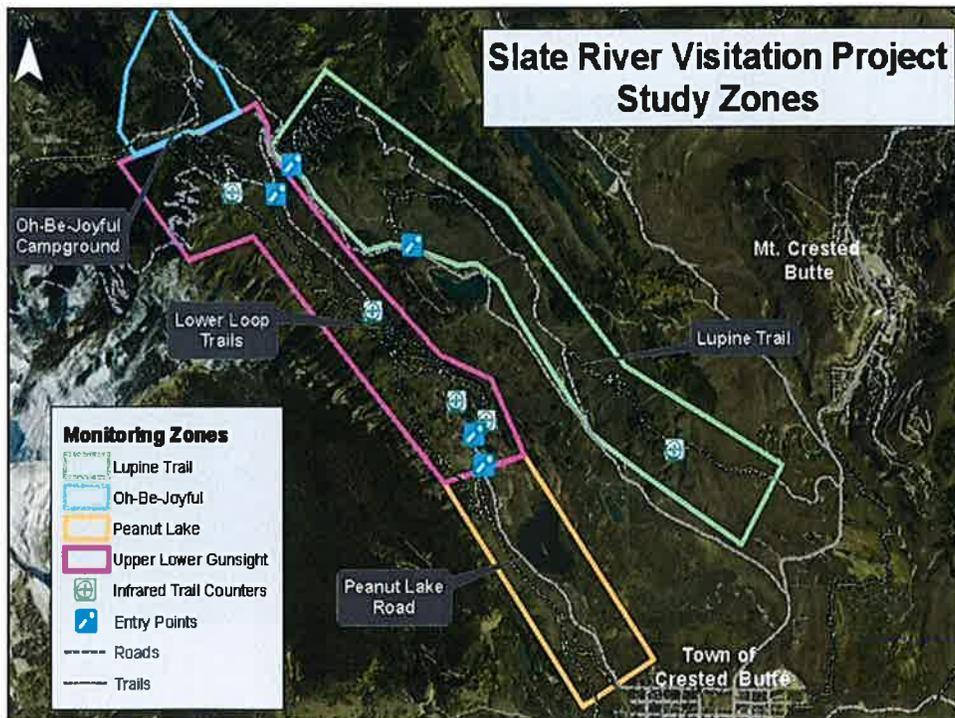
Presentation Outline

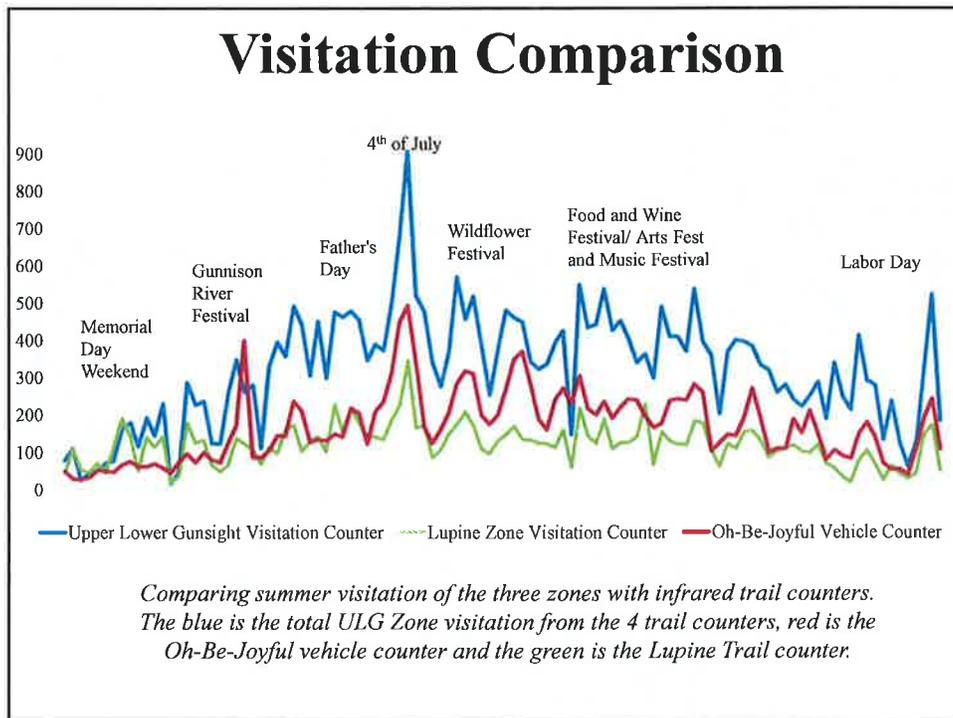
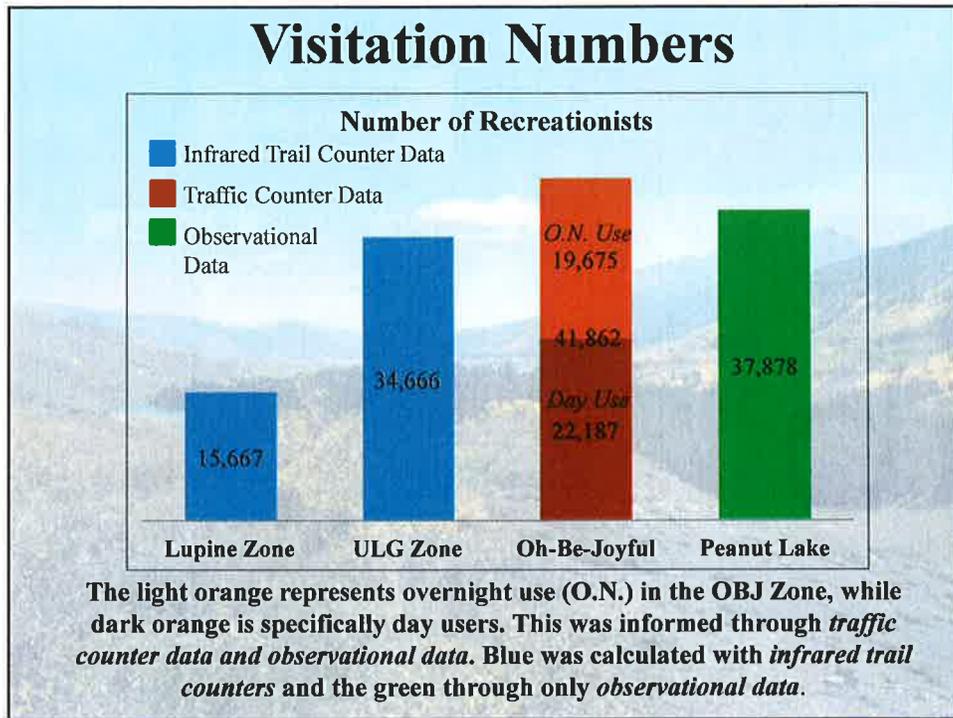
- Project Goals
- Visitation Numbers
- Methodology
- Results
- Discussion/
Limitations
- Questions

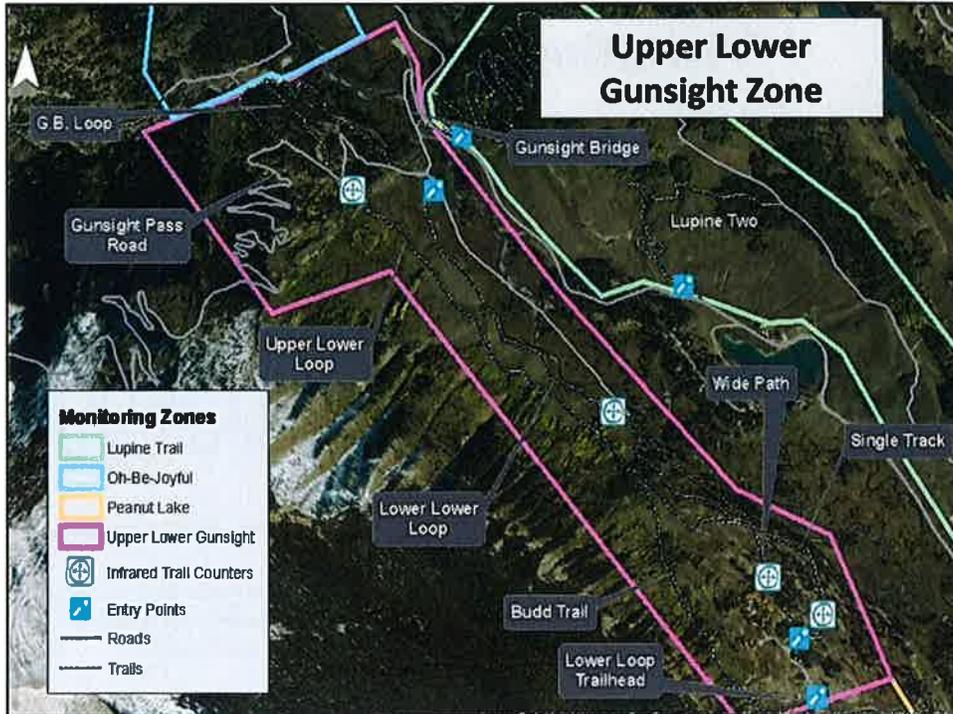
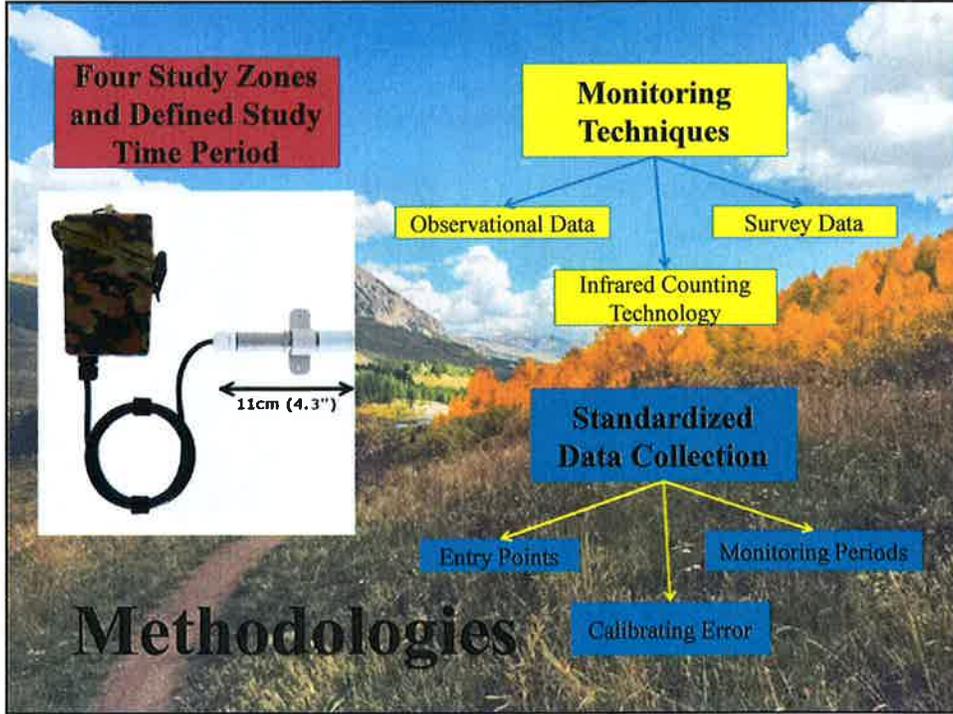


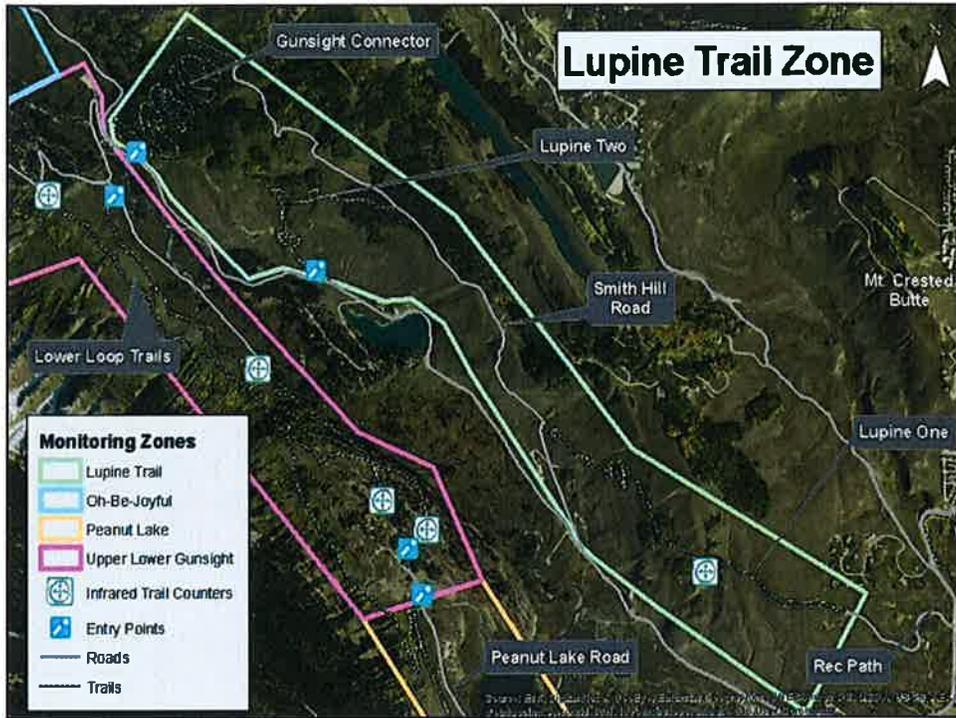
Project Goals

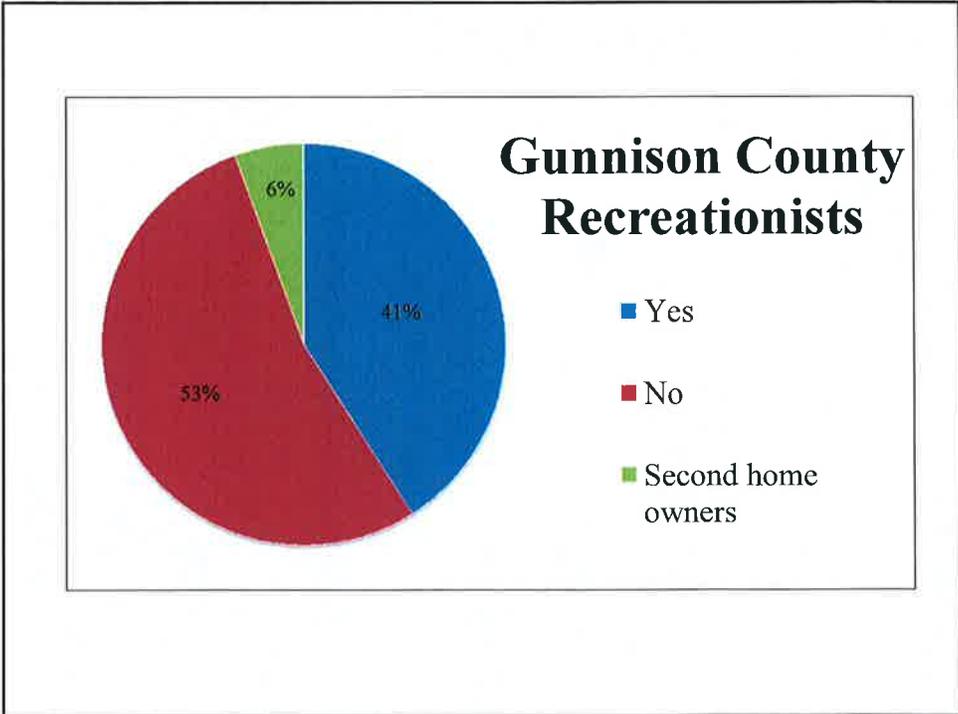
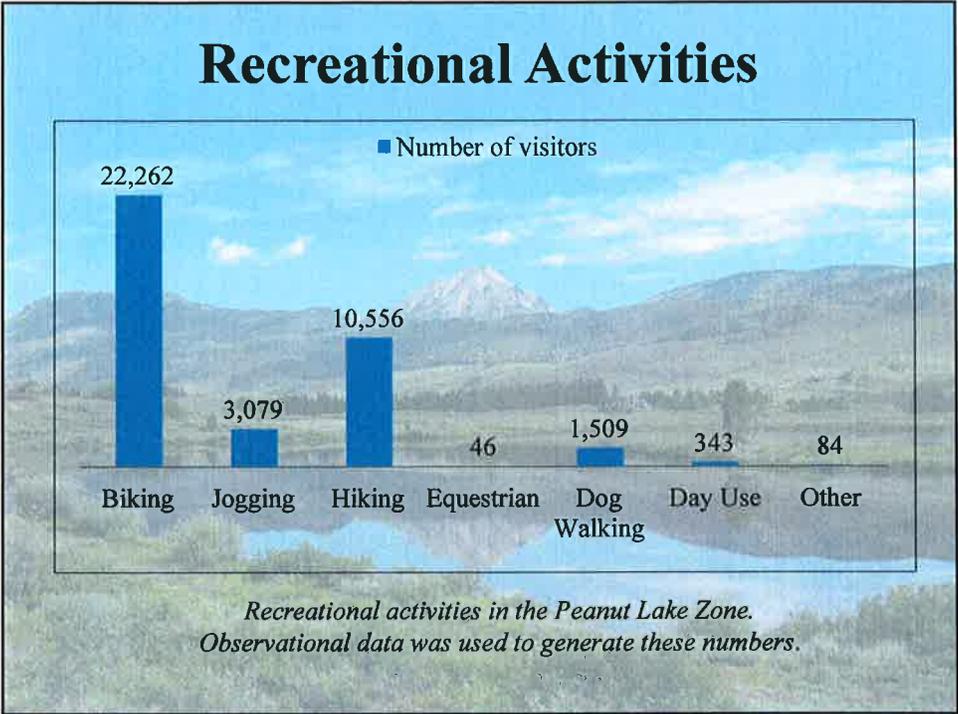
- Determine an accurate visitation count.
- Quantify different types of recreational activities.
- Number of locals versus out-of-town visitors and how visitors heard about trails in the area.
- How visitation is influenced by in-town events and weddings.





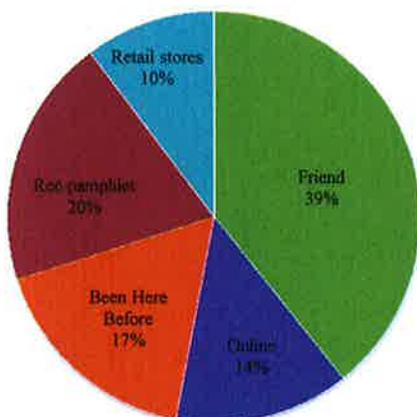




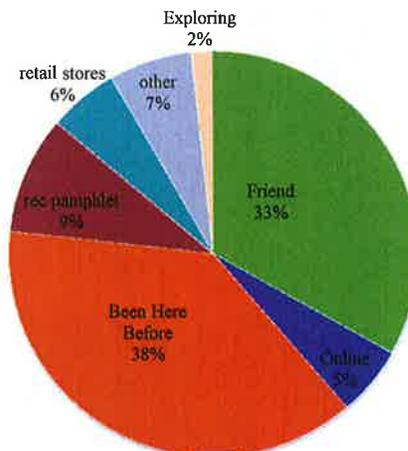


Where are visitors learning about the trails?

Lupine Zone

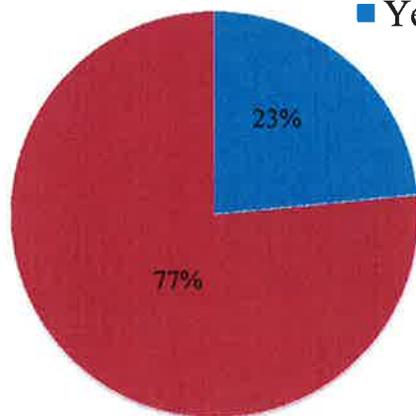


ULG Zone

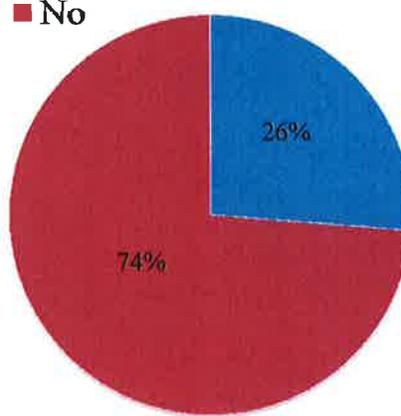


Visitation and Events/ Weddings

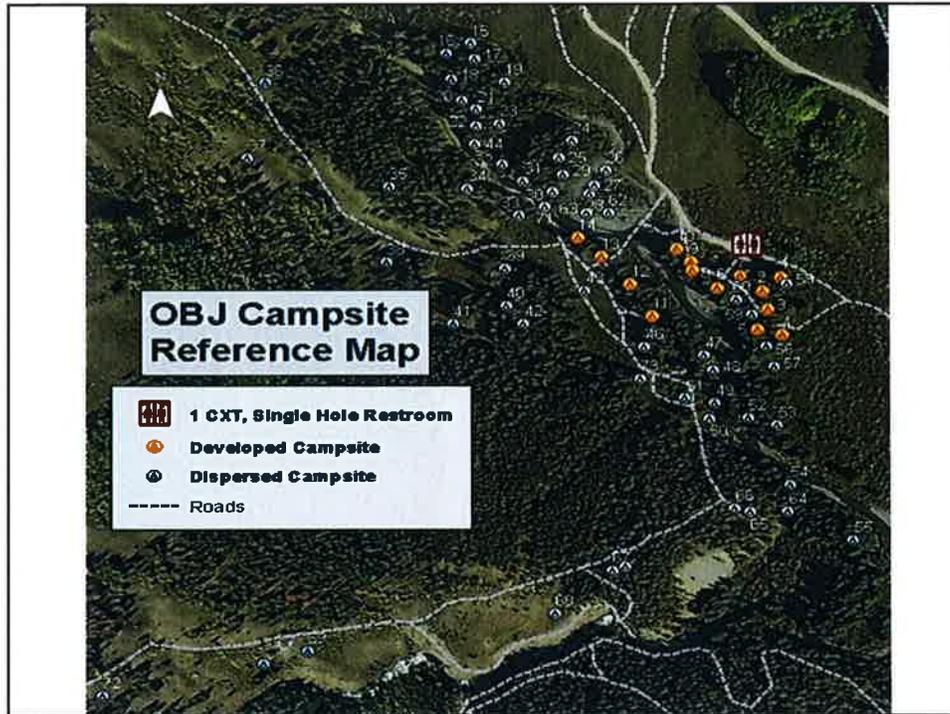
ULG Zone



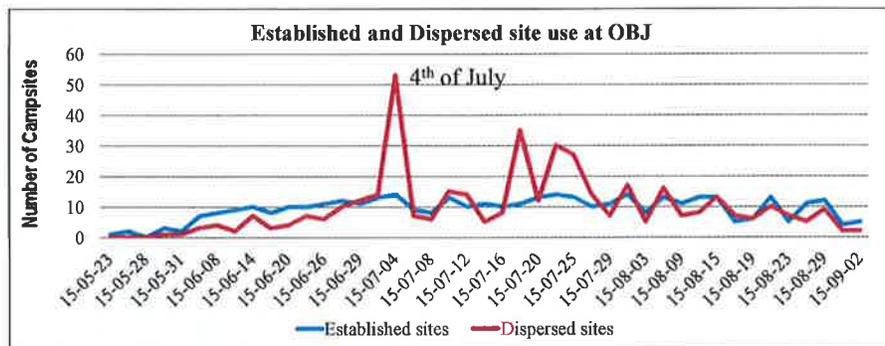
Peanut Lake Zone



■ Yes ■ No



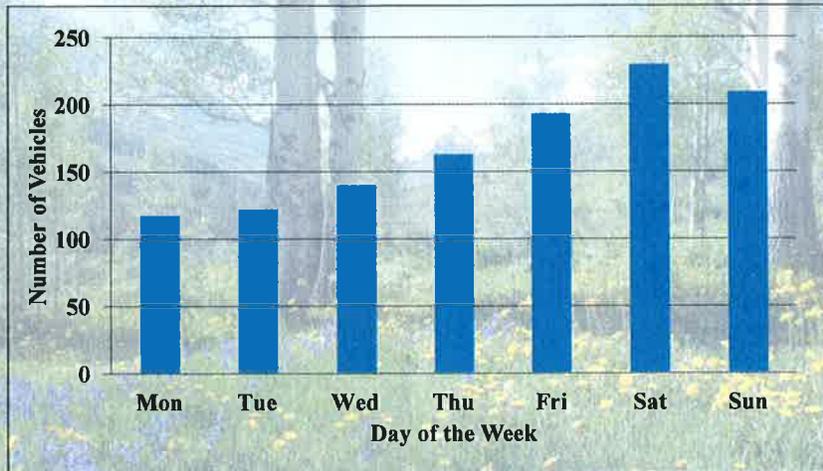
Overnight use



Campsite Data	
Weekday average	13.28
Weekend average	23.93
Total average	19.36
Maximum	67 (4 th of July)
Minimum	0
Average number of vehicles per campsite	1.075

Tent Data	
Weekday average	20.13
Weekend average	46.28
Total average	33.21
Maximum	147(4 th of July)
Minimum	0
Average amount of tents per campsite	1.45

Average vehicles at OBJ per day



Vehicle Parking

Average vehicles parked at the Slate River Winter Trailhead

Study period average	7.08 vehicles
<i>May & June</i>	5.5
<i>July</i>	9.83
<i>August & September</i>	5.85
Maximum	18 (July 7 th)
Minimum	1 (several days)

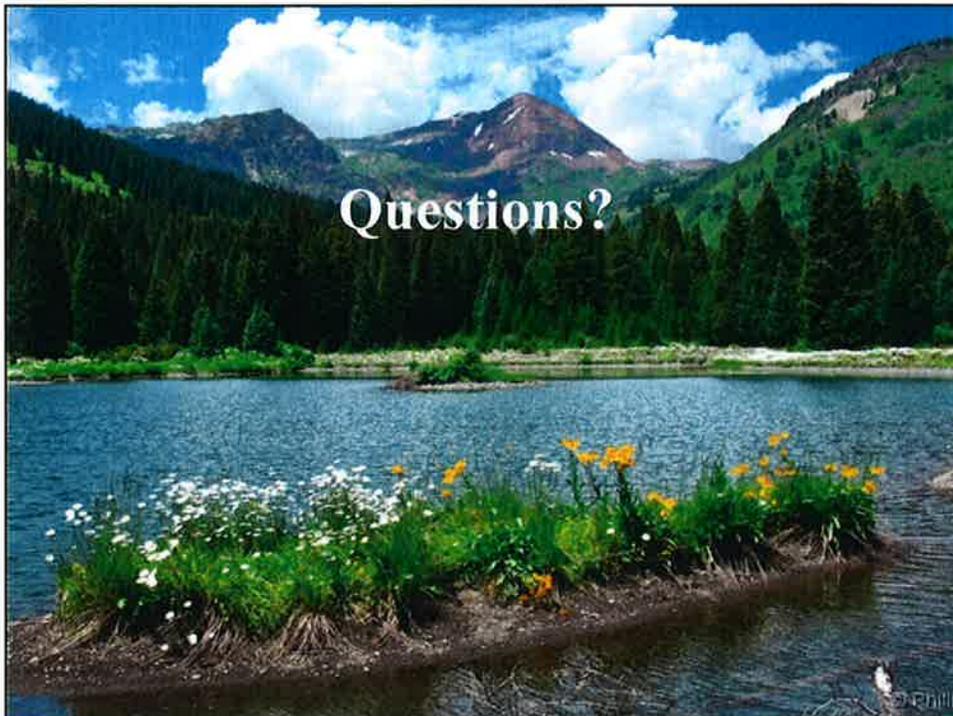


Average vehicles Lower Loop Trailhead

Study period average	11.43 vehicles
<i>Morning</i>	12.75
<i>Midday</i>	13.58
<i>Evening</i>	9
Maximum	23 (July 3 rd)
Minimum	3

Discussion and Limitations

- Organized by zone
- Infrared Trail Counters
- Observational Data
- Surveys
- Limitations
and suggestions



MINUTES
Town of Crested Butte
Regular Town Council Meeting
Monday, April 18, 2016
Council Chambers, Crested Butte Town Hall

Mayor Michel called the meeting to order at 6:08PM.

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

Staff Present: Interim Town Manager Bill Crank, Town Attorney John Belkin, Public Works Director Rodney Due, Building and Zoning Director Bob Gillie, and Town Planner Michael Yerman

Town Clerk Lynelle Stanford (for part of the meeting)

APPROVAL OF THE AGENDA

Belkin added another subject to the Executive Session: For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e) regarding Foxtrot Subdivision.

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

CONSENT AGENDA

- 1) Approval of April 1, 2016 Special Town Council Meeting Minutes.**
- 2) Approval of April 4, 2016 Regular Town Council Meeting Minutes.**
- 3) Approval of Letter of Support for the Crested Butte Creative District Certification Application.**

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

PUBLIC COMMENT

Doug Hudson - 29 Paradise Road in Mt. Crested Butte - Owner of Gravity Groms day camps

- Stated he was going to shelve Gravity Groms for a couple of years due to location and saturation of the market.

- He thanked the Town for its generous and thoughtful support.
- He hoped to rekindle it again in the future.

STAFF UPDATES

Lynelle Stanford

- Staff would be meeting with event organizers for both Arts Fest and Splatterdash next week.

Rodney Due

- Mentioned that Christina Progress from the EPA would like to come to the meeting on May 16th to present their emergency response plan. It was decided the EPA would present on the regular agenda, rather than as a work session.
- Striping was tentatively scheduled for the last week of April into the first week of May. The main thoroughfare through Town, Elk Avenue, and the parking lots would be done. Michel asked if they would paint the white line on Elk, and Due confirmed they would.
- The invitation to bid for the tennis courts was out. The paving would be completed by June 17.

Bill Crank

- The paving of sections on 3rd Street could be handled under the specs Due had out now. They would need to talk about the funding as an agenda item and the priority level of each request. Schmidt was interested in paving downtown, and he thought that it made sense to start in the core. Crank reminded the Council Due would have to find out if United could add Town to their schedule, and the request for funds would have to be on an agenda. Michel wanted to be sure they identified priorities and that it was part of a larger vision of a parking plan.

Michael Yerman

- BLM presented on the usage in the Slate River Valley at a Trails Commission meeting. They would present to the Council at the next meeting, and the presentation would include an update on the Oh Be Joyful campground.
- The lots for sale in Blocks 79 and 80 would be listed on the website by Monday of next week. There would be between six and eight lots in the lottery.
- There would be upcoming classes offered on housing on April 28 and 29.
- Creative District certification applications were due April 28.
- Stated he was taking the roundabout discussion on the road to ultimately get the project on TPR's (transportation planning region) list.

Bob Gillie

- He was fielding applications for the short-term rental committee, and they would appoint members at the meeting on May 2.

Bill Crank

- He had been catching up, and it was going okay.

NEW BUSINESS

1) Formal Request for Funding by Coal Creek Watershed Coalition Not to Exceed \$8,750.00 for Coal Creek's Evaluation of, and Participation in, Certain Water Standards and Related Proceedings in Connection with the Memorandum of Understanding for Mt. Emmons with Mt. Emmons Mining Company et al. and Matters Before the Water Quality Control Commission Relative to Coal Creek.

Steve Glazer, John Hess, and Jim Starr were present on behalf of Coal Creek Watershed Coalition (CCWC). Crank began by explaining the County didn't have their share of the funds budgeted. If Town opted to fund the entire amount, the County would be able to reimburse Town in 2017. So, the Town was considering \$13,500. Belkin clarified they reasonably thought the County would reimburse in the next budget cycle, but their board would need to approve. Belkin and County Attorney Baumgarten had suggested that CCWC was involved in the MOU, and CCWC came based on what was suggested to them. Michel confirmed that CCWC needed full funding to move forward.

Glazer explained that CCWC came to Council last year to ask to be co-parties in the rule-making period, and they had been working with Town on rule-making to date. Schmidt asked if it would be appropriate for Mt. Emmons Mining Company (MEMCO) to fund. Belkin said it was an opportunity for the community, through CCWC, to work with Freeport to develop standards. Freeport would be paying their people to work with CCWC. Crank summarized the total cost was \$15K. CCWC received \$1,500 from another party, so the bottom line was \$13,500 to Town. Schmidt asked if the County would repay \$6,750, which Crank confirmed. Glazer stated there were other stakeholders and other parties to rule making, and they each had their own technical staffs to look at data. Schmidt wondered if they were over studying. Glazer said CCWC wanted to work with MEMCO directly to determine a meeting schedule to come up with consensus instead of competing proposals. CCWC was prepared to take over leadership of convening meetings with MEMCO's permission. Belkin thought it was a good decision to have CCWC involved, and providing them to MEMCO was good.

Mitchell wanted to make sure Town was paid back by the County. Crank said he would be sure Rozman knew of the agreement. Michel wondered if Council approval was contingent upon the expectation that the County would reimburse. He wanted to fund nonetheless. Belkin said it was a collaborative effort. Vohman warned they shouldn't have the full expectation the County would reimburse. Michel reiterated they wouldn't kill the deal.

Vohman moved and Merck seconded a motion to approve the formal request for funding by Coal Creek Watershed Coalition not to exceed \$13,500 for Coal Creek's evaluation of, and participation in, certain water standards and related proceedings in connection with the memorandum of understanding for Mt. Emmons with Mt. Emmons Mining Company et al and matters before the Water Quality Control Commission relative to Coal

Creek. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

2) Discussion on Request for Proposal (RFP) for Search Consultants for the Town Manager Position.

Crank explained that Rozman would be back by the due date of the RFPs. He said Staff could bring the document back depending on the Council’s direction. Schmidt had a big problem hiring a search firm. He thought they needed to ask where their talent pool came from. Crank explained they were not hiring a headhunter; they were hiring a consultant to help with the process. Michel had heard from citizens they wanted to search locally. Crank added that the duties of the Town Manger were set forth in the Charter, and the job description should tie in with the Charter. Schmidt noticed applications were due by May 6. Crank explained the RFP would go out, proposals would be reviewed, and they would contact the ones that looked promising. Vohman concurred with Schmidt. She thought they were setting themselves up to have someone move away because the person couldn’t buy a house here. Mason liked the hybrid idea. He said they could give parameters to the consultant, but the Council would still do a fair amount.

Next, Michel asked what they considered local. They needed to be clear with the consultant what being a local meant. Crank told the Council the hard part was identifying what kind of person they wanted. Michel thought it was good to know the definition of a local sooner rather than later. Mitchell thought a local could be anyone in western Colorado. She recognized there was value in spending money to get help. Michel summarized that most of the Council agreed they were not looking nation-wide. Merck thought they needed to narrow down and articulate amongst themselves. Michel said the Council should talk about what they wanted, and the consultant could help. Schmidt said they would know it was the right person when they saw him. Michel said they needed criteria to review candidates. As a group, they would have to be able to rank them.

Schmidt moved and Vohman seconded a motion to instruct the Staff to send out request for proposals as presented in the packet. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

LEGAL MATTERS

None

COUNCIL REPORTS UPDATES AND COMMITTEE UPDATES

Jim Schmidt

- The county housing committee met, and they did a walk through of Anthracite Place. They were texturing drywall and hanging cabinets. There was a short discussion around what was included in rent at Anthracite Place.
- The earliest possibility for completion was the 1st of July, and the latest would be the 1st of August.

- Schmidt asked specifically about short-term rentals, which Gunnison had not yet discussed on the council level. He thought it was important the short-term rental committee came up with rules as soon as possible.
- They had a meeting for the Creative District. The focus was to get the certification and a website. The logo would be coming out soon. He added that the Council supported the Creative District certification on the Consent Agenda, and they were looking for other letters of support, too.

Paul Merck

- Attended a Coldharbour meeting. There was a speaker to help them be better board members. He said they had a draft report that needed to be narrowed down again.

Roland Mason

- He would attend Mountain Express and RTA project steering committee meetings on Thursday.
- Had meetings, including RTA and air command, coming up at the end of the month.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

Merck brought forth the discussion of the definition of an essential service worker. He had heard from the public that they wanted it discussed. Some people were left out per the definition. Yerman said the timing was not ideal because if they re-opened the guidelines they would have to push back lotteries for this year. He mentioned there was an appeal option, and people could appeal through the Housing Authority. Yerman said the definition had lived in Town Code since the inception of the affordable housing program, and the same definition was used in all of the guidelines. Yerman stated the Council spent multiple meetings discussing guidelines, and it would be best to allow this year's lottery to play out through the current guidelines. Michel said the intent of the guidelines was they were to be a living document, and the document could evolve. Yerman said he could keep a list of potential changes to revisit after the first go around.

Mason said that if Vohman decided to keep residing in Town, there was no more discussion needed (regarding Vohman resigning from Council). Vohman said she wouldn't bring it up again until she had something definite. Michel added that a formal resignation had to happen at a meeting.

Schmidt asked about the start time of meetings. He wanted to be consistent and start meetings at 7PM, with work sessions prior to the meetings. No one on the Council voiced disagreement.

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, May 2, 2016 – 6:00PM Work Session – 7:00PM Regular Council
- Monday, May 16, 2016 – 6:00PM Work Session – 7:00PM Regular Council
- Monday, June 6, 2016 – 6:00PM Work Session – 7:00PM Regular Council

EXECUTIVE SESSION

Schmidt moved and Mitchell seconded a motion to go into Executive Session for a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b); and for the purpose of determining positions relative to matters that may be subject to negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e) regarding Fox Trot Subdivision. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

The Council went into Executive Session at 7:21PM for a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b). Water Attorney for the Town, Scott Miller, attended via Skype. The first part of the Executive Session was concluded at 8:20PM, and the second part of the Executive Session for the purpose of determining positions relative to matters that may be subject to negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e) regarding Fox Trot Subdivision began at 8:21PM. Council returned to open meeting at 8:53PM. Mayor Michel made the required announcement before returning to open meeting. No action was taken.

ADJOURNMENT

Mayor Michel adjourned the meeting at 8:54PM.

Glenn Michel, Mayor

Lynelle Stanford, Town Clerk (SEAL)



Staff Report

May 2, 2016

To: Mayor and Town Council
Thru: Bill Crank, Interim Town Manager
From: Lynelle Stanford, Town Clerk
Subject: **Restaurant/Bar Seating on Public Sidewalks**
Date: April 25, 2016

Summary:

The following establishments, all approved the previous year, are applying for sidewalk seating for 2016: Brick Oven LTD DBA Brick Oven Pizzeria located at 223 Elk Avenue; The Sunflower LLC DBA The Sunflower located at 214 Elk Avenue; B & C Restaurants LLC DBA Elk Avenue Prime located at 226 Elk Avenue; Vertigo Ventures LLC DBA The Secret Stash located at 303 Elk Avenue; and Teocalli Tamale Company DBA Teocalli Tamale located at 311 ½ Elk Avenue. A representative from each business signed the Application for Revocable License for Restaurant/Bar Seating on Public Sidewalks and agreed to abide by the terms and limitations of the license where granted. All of the establishments proposed the same diagrams and seating plans from the previous year.

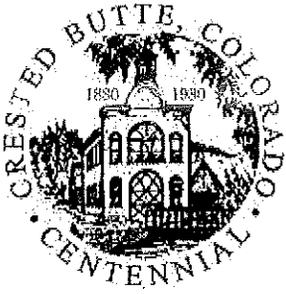
If approved, the following stipulations will apply:

Insurance renewal provided to the Town by The Secret Stash at the time of expiration of the current policy on June 19, 2016.

Insurance renewal provided to the Town by Elk Avenue Prime at the time of expiration of the current policy on August 21, 2016.

Recommendation:

Staff recommends approving the following sidewalk seating applications on the Consent Agenda as submitted: Brick Oven Pizzeria, The Sunflower, Elk Avenue Prime, Teocalli Tamale, and Secret Stash.



Application for Revocable License for Restaurant/Bar Seating on Public Sidewalks 2016

Date: 3/15/14 Square Footage: 225 Fee Paid: \$675

Business Name: Back Over LTD
Owner: Dan Loftus / Brian Schneider
Address: 223 Elk Crested Butte Co 81224 Block 21 Lot 28-29
Contact: Dan Loftus
Phone #: 970 209 3859 Cell # _____
E-mail address: dan@backoversepb.com

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

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

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

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

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

Applicant Signature and Title 3/6/16
Date

Conditions Applicable to License

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

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

The requested licensed area must meet the following criteria.

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

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

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

The business must adhere to the following rules and regulations.

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

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

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

INSTRUCTION SHEET

FOR ALL SECTIONS, COMPLETE QUESTIONS 1-4 LOCATED ON PAGE 1

Section A

To Register or Change Managers, check the appropriate box in section A and complete question 8 on page 4. Proceed to the Oath of Applicant for signature (Please note: Hotel, Restaurant, and Tavern licensees are required to register their managers).

Section B

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

Section C

Check the appropriate box in section C and proceed below.

- 1) *For a Retail Warehouse Storage Permit*, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 2) *For a Wholesale Branch House Permit*, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 3) *To Change Trade Name or Corporation Name*, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 4) *To modify Premise*, go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 5) *For Optional Premises or Related Facilities* go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 6) *To Change Location*, go to page 3 and complete question 7. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.

STORAGE PERMIT	<p>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</p> <p><input type="checkbox"/> Retail Warehouse Permit for:</p> <p style="margin-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="margin-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> Wholesalers Branch House Permit</p> <p>Address of storage premise: _____</p> <p>City _____, County _____, Zip _____</p> <p>Attach a deed/ lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.</p>				
CHANGE TRADE NAME OR CORPORATE NAME	<p>6. Change of Trade Name or Corporation Name</p> <p><input type="checkbox"/> Change of Trade name / DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="margin-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="margin-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="margin-left: 20px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 50%; padding: 2px;">Old Trade Name</td> <td style="width: 50%; padding: 2px;">New Trade Name</td> </tr> <tr> <td style="width: 50%; padding: 2px;">Old Corporate Name</td> <td style="width: 50%; padding: 2px;">New Corporate Name</td> </tr> </table>	Old Trade Name	New Trade Name	Old Corporate Name	New Corporate Name
Old Trade Name	New Trade Name				
Old Corporate Name	New Corporate Name				
CHANGE OF LOCATION	<p>7. Change of Location</p> <p>NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 12-47-311 (1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.</p> <p>Date filed with Local Authority _____ Date of Hearing _____</p> <p>(a) Address of current premises _____</p> <p style="margin-left: 20px;">City _____ County _____ Zip _____</p> <p>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p style="margin-left: 20px;">Address _____</p> <p style="margin-left: 20px;">City _____ County _____ Zip _____</p> <p>(c) New mailing address if applicable.</p> <p style="margin-left: 20px;">Address _____</p> <p style="margin-left: 20px;">City _____ County _____ State _____ Zip _____</p> <p>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.</p>				

CHANGE OF MANAGER	<p>8. Change of Manager or to Register the Manager of a Tavern or a Hotel and Restaurant liquor license.</p> <p>(a) Change of Manager (attach Individual History DR 8404-I H/R and Tavern only)</p> <p>Former manager's name _____</p> <p>New manager's name _____</p> <p>(b) Date of Employment _____</p> <p>Has manager ever managed a liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Does manager have a financial interest in any other liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, give name and location of establishment _____</p>
-------------------	---

MODIFY PREMISES OR ADDITION OF OPTIONAL PREMISES OR RELATED FACILITY	<p>9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility</p> <p>NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed <u>Use sidewalk for additional seating</u></p> <p>(b) If the modification is temporary, when will the proposed change:</p> <p>Start <u>5/30/16</u> (mo/day/year) End <u>10/15/16</u> (mo/day/year)</p> <p>NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?</p> <p>(If yes, explain in detail and describe any exemptions that apply) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(d) Is the proposed change in compliance with local building and zoning laws?..... Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification.</p>
--	---

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 <u>owner</u>	Date <u>5/16/16</u>
-----------	--------------------	---------------------

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY / 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 applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended. **THEREFORE, THIS APPLICATION IS APPROVED.**

Local Licensing Authority (City or County)	Date filed with Local Authority	
Signature	Title	Date

REPORT OF STATE LICENSING AUTHORITY

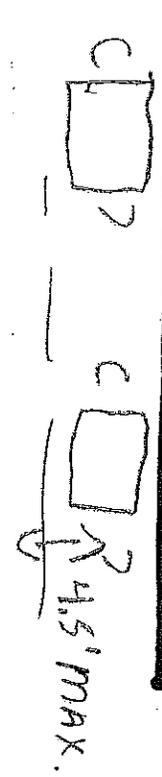
The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.

Signature	Title	Date
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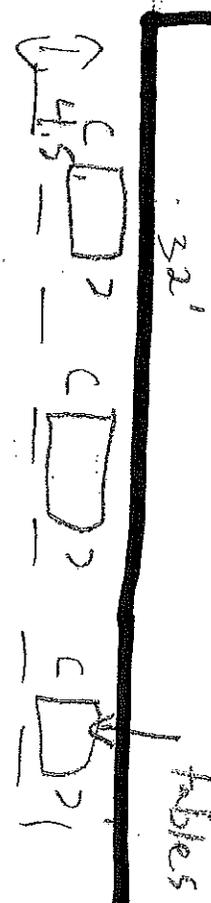
Brick Oven LTD

Current Premise

Walkway
← 7' →



Barrier
REQ'd.



All 2 top
28" square
tables

3.5'
Concrete

3" square post
w/ 4" square top

1" x 2" Rail

8.5'
8 nicks to sidewalk



Application for Revocable License for Restaurant/Bar Seating on Public Sidewalks 2016

.....

Date: 3/1/16 Square Footage: 84# Fee Paid: \$252

Business Name: The Sunflower, LLC
Owner: Robin Yost
Address: Po Box 11681 214 Elk Block 28 Lot 10A Kapushion Subdivision
Contact: 970 596 1248 Robin
Phone #: _____ Cell # 970-596-1248
E-mail address: Robin.yost@gmail.com

Property Owner: Chris Steward
Address: 1110 N. Hennessey Rd #368 Casa Grande A 2 85122
Phone #: 970.401.0485 Cell # _____
E-mail address: CSTEWARD@2007@MSN.COM

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

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

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

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

Ryost
Applicant Signature and Title

3/1/16 2/29/16
Date

Conditions Applicable to License

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

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

The requested licensed area must meet the following criteria.

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

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

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

The business must adhere to the following rules and regulations.

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

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

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

PERMIT APPLICATION AND REPORT OF CHANGES

CURRENT LICENSE NUMBER 15718980000
ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN
LOCAL LICENSE FEE \$ _____
APPLICANT SHOULD OBTAIN A COLORADO LIQUOR & BEER CODE BOOK TO ORDER CALL (303) 370-2165

1. Applicant is a		PRESENT LICENSE NUMBER
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership..... <input checked="" type="checkbox"/> Limited Liability Company		15718980000
2. Name of Licensee	3. Trade Name	
<u>The Sunflower LLC</u>	<u>The Sunflower</u>	
4. Location Address		
<u>214 Elk Avenue</u>		
City	County	ZIP
<u>Crested Butte CO</u>	<u>Gunnison</u>	<u>81224</u>

SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A – Manager reg/change	Section C
• License Account No. _____ 1983-750 (999) <input type="checkbox"/> Manager's Registration (Hotel & Restr.)...\$75.00 2012-750 (999) <input type="checkbox"/> Manager's Registration (Tavern).....\$75.00 <input type="checkbox"/> Change of Manager (Other Licenses) NO FEE	2210-100 (999) <input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00 2200-100 (999) <input type="checkbox"/> Wholesale Branch House Permit (ea).... 100.00 2260-100 (999) <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) . 50.00 2230-100 (999) <input type="checkbox"/> Change Location Permit (ea)..... 150.00 2280-100 (999) <input checked="" type="checkbox"/> Change, Alter or Modify Premises \$150.00 x <u>2</u> Total Fee <u>\$300.00</u>
Section B – Duplicate License	
• Liquor License No. _____ 2270-100 (999) <input type="checkbox"/> Duplicate License\$50.00	2220-100 (999) <input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____ 1988-100 (999) <input type="checkbox"/> Addition of Related Facility to Resort Complex \$75.00 x _____ Total Fee _____

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

DATE LICENSE ISSUED	LICENSE ACCOUNT NUMBER	PERIOD
-750 (999)	-100 (999)	The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.
TOTAL AMOUNT DUE		\$.00

INSTRUCTION SHEET

FOR ALL SECTIONS, COMPLETE QUESTIONS 1-4 LOCATED ON PAGE 1

Section A

To Register or Change Managers, check the appropriate box in section A and complete question 8 on page 4. Proceed to the Oath of Applicant for signature (Please note: Hotel, Restaurant, and Tavern licensees are required to register their managers).

Section B

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

Section C

Check the appropriate box in section C and proceed below.

- 1) *For a Retail Warehouse Storage Permit*, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 2) *For a Wholesale Branch House Permit*, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
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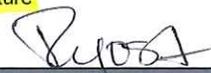
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CHANGE OF MANAGER	<p>8. Change of Manager or to Register the Manager of a Tavern or a Hotel and Restaurant liquor license.</p> <p>(a) Change of Manager (attach Individual History DR 8404-I H/R and Tavern only)</p> <p>Former manager's name _____</p> <p>New manager's name _____</p> <p>(b) Date of Employment _____</p> <p>Has manager ever managed a liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Does manager have a financial interest in any other liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, give name and location of establishment _____</p>
-------------------	---

MODIFY PREMISES OR ADDITION OF OPTIONAL PREMISES OR RELATED FACILITY	<p>9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility</p> <p>NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed <u>serve alcohol on the sidewalk</u> <u>with fenced seating area for the summer</u> <u>months</u></p> <p>(b) If the modification is temporary, when will the proposed change: Start <u>5-30-2010</u> (mo/day/year) End <u>10-15-2010</u> (mo/day/year)</p> <p>NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? (If yes, explain in detail and describe any exemptions that apply) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(d) Is the proposed change in compliance with local building and zoning laws? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises? <u>N/A</u> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification.</p>
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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 <u>owner</u>	Date <u>2/29/10</u> 
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REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY / 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 applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended. **THEREFORE, THIS APPLICATION IS APPROVED.**

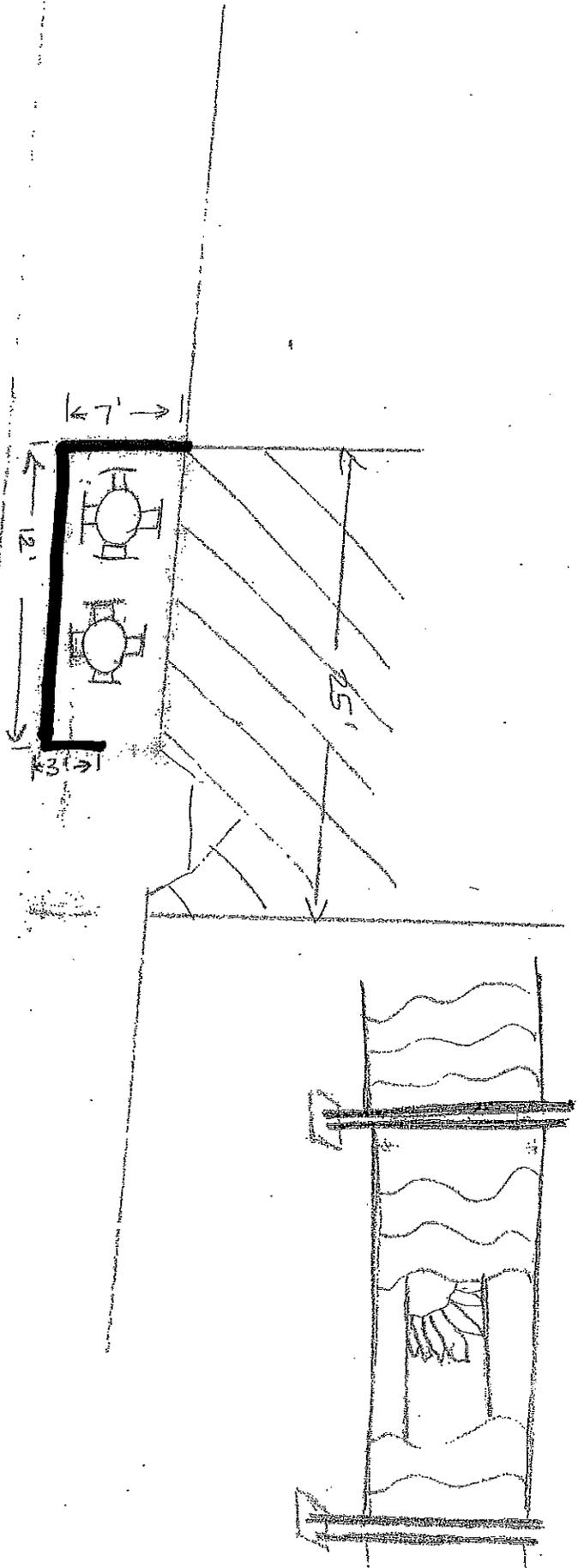
Local Licensing Authority (City or County)	Date filed with Local Authority	
Signature	Title	Date

REPORT OF STATE LICENSING AUTHORITY

The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.

Signature	Title	Date
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Sunflower



ELK AVENUE

SEE 'EXISTING FENCE'
INCLUDING DETAIL

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/21/2016

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 Mountain West In & Fin Serv LLC 100 E. Victory Way Craig, CO 81625	CONTACT NAME:		
	PHONE (A/C, No, Ext): (970) 824-8185	FAX (A/C, No): (970) 824-8188	
INSURED The Sunflower, LLC PO Box 1681 Crested Butte, CO 81224	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Mountain States Insurance		
	INSURER B: Pinnacol Assurance		41190
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		<input checked="" type="checkbox"/>	BOP025708803	03/05/2016	03/05/2017	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						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		<input type="checkbox"/>	4129969	03/01/2016	03/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
			N/A				E.L. EACH ACCIDENT	\$ 100,000
							E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

Certificate holder is listed as additional insured. The insured has liquor liability per occurrence

CERTIFICATE HOLDER

CANCELLATION

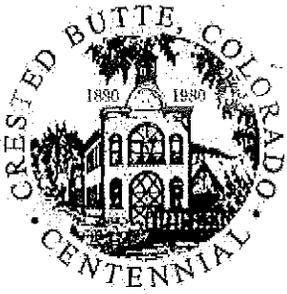
Town of Crested Butte
PO BOX 39
Crested Butte, CO 81224

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

AUTHORIZED REPRESENTATIVE

Kristine Jose

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Application for Revocable License for Restaurant/Bar Seating on Public Sidewalks 2016

Date: 2/28/16 Square Footage: 101 Fee Paid: \$483

Business Name: B&C Restaurants LLC DBA Elk Ave Prime
Owner: Curtis & Julie Higgins
Address: 226 Elk Ave Block 28 Lot West 50' of lots 1-5
Contact: Julie Higgins (AKA lots 4-5)
Phone #: 970-349-1221 Cell # 214 437 2941
E-mail address: juliehiggins@mac.com

Property Owner: (Johnny Johnson) - 226 Elk Ave LLC
Address: PO Box 127 CB CO 81224
Phone #: N/A Cell # 713 254 9299
E-mail address: N/A

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

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

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

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

[Signature] President
Applicant Signature and Title

2-28-16
Date

Conditions Applicable to License

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

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

The requested licensed area must meet the following criteria.

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

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

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

The business must adhere to the following rules and regulations.

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

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

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

PERMIT APPLICATION AND REPORT OF CHANGES

CURRENT LICENSE NUMBER 4703492
ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN
 LOCAL LICENSE FEE \$ _____
APPLICANT SHOULD OBTAIN A COLORADO LIQUOR & BEER CODE BOOK TO ORDER CALL (303) 370-2165

1. Applicant is a		PRESENT LICENSE NUMBER
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company		4703492
2. Name of Licensee <u>B&C Restaurants LLC</u>	3. Trade Name <u>Elk Avenue Prime</u>	
4. Location Address <u>226 Elk Ave</u>		
City <u>Crested Butte</u>	County <u>Gunnison</u>	ZIP <u>81224</u>

SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A – Manager reg/change	Section C
• License Account No. _____ 1983-750 (999) <input type="checkbox"/> Manager's Registration (Hotel & Restr.)..\$75.00 2012-750 (999) <input type="checkbox"/> Manager's Registration (Tavern).....\$75.00 <input type="checkbox"/> Change of Manager (Other Licenses) NO FEE	2210-100 (999) <input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00 2200-100 (999) <input type="checkbox"/> Wholesale Branch House Permit (ea).... 100.00 2260-100 (999) <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) .50.00 2230-100 (999) <input type="checkbox"/> Change Location Permit (ea)..... 150.00 2280-100 (999) <input checked="" type="checkbox"/> Change, Alter or Modify Premises \$150.00 x <u>2</u> Total Fee <u>\$300</u>
Section B – Duplicate License	
• Liquor License No. _____ 2270-100 (999) <input type="checkbox"/> Duplicate License\$50.00	2220-100 (999) <input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____ 1988-100 (999) <input type="checkbox"/> Addition of Related Facility to Resort Complex \$75.00 x _____ Total Fee _____

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

DATE LICENSE ISSUED	LICENSE ACCOUNT NUMBER	PERIOD
-750 (999)	-100 (999)	The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.
		TOTAL AMOUNT DUE \$ _____ .00

INSTRUCTION SHEET

FOR ALL SECTIONS, COMPLETE QUESTIONS 1-4 LOCATED ON PAGE 1

Section A

To Register or Change Managers, check the appropriate box in section A and complete question 8 on page 4. Proceed to the Oath of Applicant for signature (Please note: Hotel, Restaurant, and Tavern licensees are required to register their managers).

Section B

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

Section C

Check the appropriate box in section C and proceed below.

- 1) *For a Retail Warehouse Storage Permit*, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 2) *For a Wholesale Branch House Permit*, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 3) *To Change Trade Name or Corporation Name*, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 4) *To modify Premise*, go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 5) *For Optional Premises or Related Facilities* go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 6) *To Change Location*, go to page 3 and complete question 7. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.

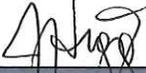
STORAGE PERMIT	<p>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</p> <p><input type="checkbox"/> Retail Warehouse Permit for:</p> <p style="padding-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="padding-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> Wholesalers Branch House Permit</p> <p>Address of storage premise: _____</p> <p>City _____, County _____, Zip _____</p> <p>Attach a deed/ lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.</p>								
CHANGE TRADE NAME OR CORPORATE NAME	<p>6. Change of Trade Name or Corporation Name</p> <p><input type="checkbox"/> Change of Trade name / DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="padding-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="padding-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="padding-left: 20px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Old Trade Name</td> <td style="width: 50%;">New Trade Name</td> </tr> <tr> <td style="height: 20px;"> </td> <td style="height: 20px;"> </td> </tr> <tr> <td>Old Corporate Name</td> <td>New Corporate Name</td> </tr> <tr> <td style="height: 20px;"> </td> <td style="height: 20px;"> </td> </tr> </table>	Old Trade Name	New Trade Name			Old Corporate Name	New Corporate Name		
Old Trade Name	New Trade Name								
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CHANGE OF MANAGER	<p>8. Change of Manager or to Register the Manager of a Tavern or a Hotel and Restaurant liquor license.</p> <p>(a) Change of Manager (attach Individual History DR 8404-I H/R and Tavern only)</p> <p>Former manager's name _____</p> <p>New manager's name _____</p> <p>(b) Date of Employment _____</p> <p>Has manager ever managed a liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Does manager have a financial interest in any other liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, give name and location of establishment _____</p>
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MODIFY PREMISES OR ADDITION OF OPTIONAL PREMISES OR RELATED FACILITY	<p>9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility</p> <p>NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed <u>extend front patio for customers to serve dinner & alcohol. - Sidewalk Seating</u></p> <p>(b) If the modification is temporary, when will the proposed change:</p> <p>Start <u>5-27-2016</u> (mo/day/year) End <u>10-15-2016</u> (mo/day/year)</p> <p>NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?</p> <p>(If yes, explain in detail and describe any exemptions that apply) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(d) Is the proposed change in compliance with local building and zoning laws?..... Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification. <u>None</u></p>
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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 <u>President</u>	Date <u>2-28-16</u>
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REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY / COUNTY)

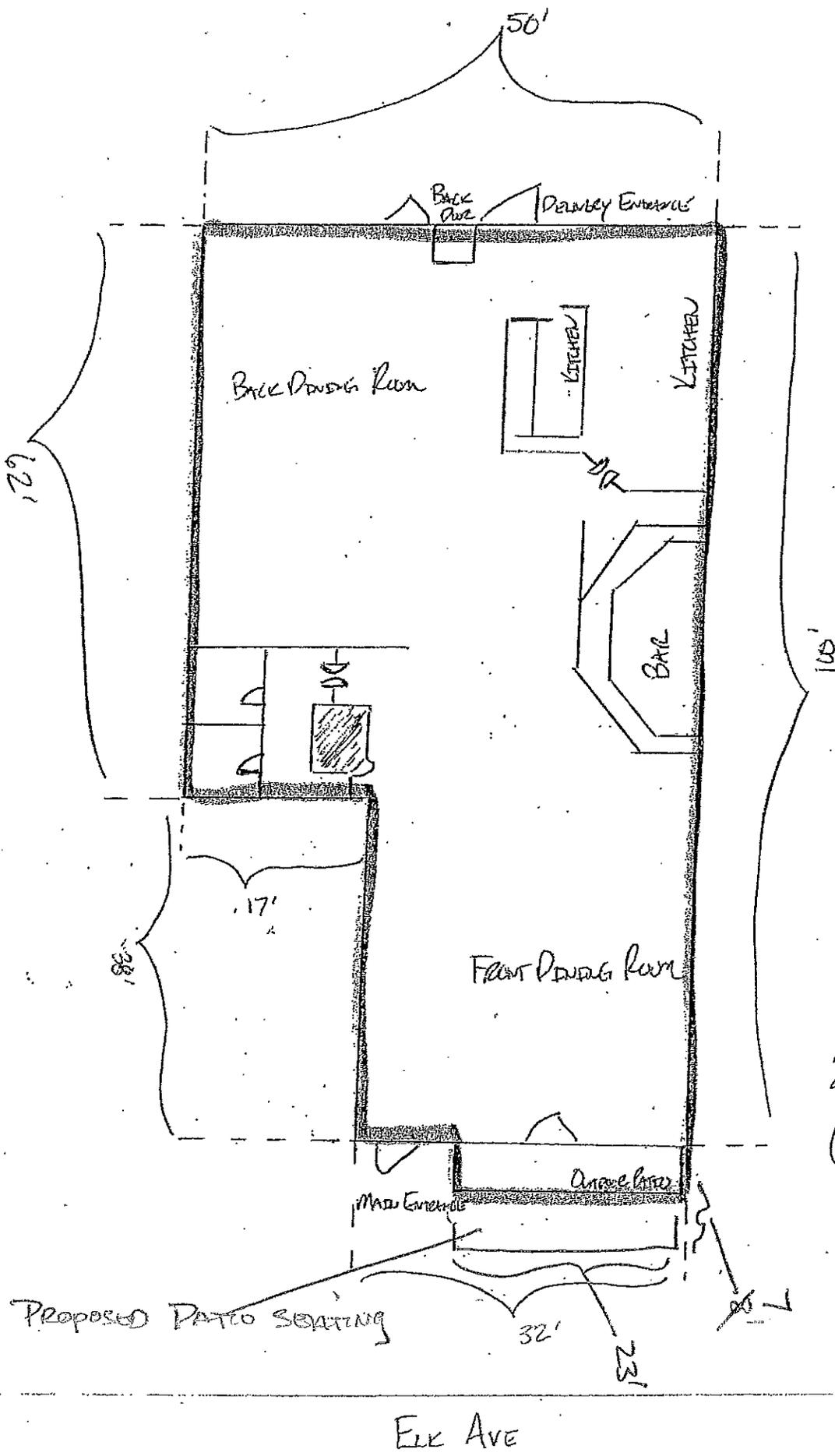
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended. **THEREFORE, THIS APPLICATION IS APPROVED.**

Local Licensing Authority (City or County)	Date filed with Local Authority
Signature	Title
	Date

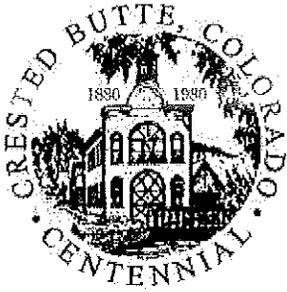
REPORT OF STATE LICENSING AUTHORITY

The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.

Signature	Title	Date
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Elk Ave Prime
 226 Elk Ave
 Crested Butte, CO
 81224



Application for Revocable License for Restaurant/Bar Seating on Public Sidewalks 2016

Date: 3/21/16 Square Footage: 240 Fee Paid: \$ 720

Business Name: SECRET STASH Vertigo Ventures LLC
Owner: Kyleena Falzone
Address: 303 Elk Ave. Block 22 Lot 17.21
Contact: Carson West
Phone #: 209-419-2930 Cell # 970-349-6245
E-mail address: Carson.stash@gmail.com

Property Owner: J+K Holdings
Address: 303 Elk Ave.
Phone #: 970-349-6245 Cell # 209-419-2930
E-mail address: Carson.stash@gmail.com

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

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

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

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

Carson West operating manager
Applicant Signature and Title

3/21/16
Date

Kyleena Falzone owner

3/21/16

Conditions Applicable to License

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

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

The requested licensed area must meet the following criteria.

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

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

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

PERMIT APPLICATION AND REPORT OF CHANGES

CURRENT LICENSE NUMBER 42200640000
 ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN
 LOCAL LICENSE FEE \$ 720
 APPLICANT SHOULD OBTAIN A COLORADO LIQUOR & BEER CODE BOOK TO ORDER CALL (303) 370-2165

1. Applicant is a		PRESENT LICENSE NUMBER
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company		<u>42200640000</u>
2. Name of Licensee	3. Trade Name	
<u>VERTIGO VENTURES LLC</u>	<u>SECRET STASH / RED ROOM</u>	
4. Location Address		
<u>303 Elk Ave.</u>		
City	County	ZIP
<u>CRESTED BUTTE</u>	<u>GUNNISON</u>	<u>81224</u>

SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A – Manager reg/change	Section C
• License Account No. _____ 1983-750 (999) <input type="checkbox"/> Manager's Registration (Hotel & Restr.)..\$75.00 2012-750 (999) <input type="checkbox"/> Manager's Registration (Tavern).....\$75.00 <input type="checkbox"/> Change of Manager (Other Licenses) NO FEE	2210-100 (999) <input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00 2200-100 (999) <input type="checkbox"/> Wholesale Branch House Permit (ea).... 100.00 2260-100 (999) <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) . 50.00 2230-100 (999) <input type="checkbox"/> Change Location Permit (ea)..... 150.00 2280-100 (999) <input checked="" type="checkbox"/> Change, Alter or Modify Premises \$150.00 x <u>2</u> Total Fee <u>\$300</u>
Section B – Duplicate License	
• Liquor License No. _____ 2270-100 (999) <input type="checkbox"/> Duplicate License \$50.00	2220-100 (999) <input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____ 1988-100 (999) <input type="checkbox"/> Addition of Related Facility to Resort Complex \$75.00 x _____ Total Fee _____

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DATE LICENSE ISSUED	LICENSE ACCOUNT NUMBER	PERIOD
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		TOTAL AMOUNT DUE \$ _____ .00

INSTRUCTION SHEET

FOR ALL SECTIONS, COMPLETE QUESTIONS 1-4 LOCATED ON PAGE 1

Section A

To Register or Change Managers, check the appropriate box in section A and complete question 8 on page 4. Proceed to the Oath of Applicant for signature (Please note: Hotel, Restaurant, and Tavern licensees are required to register their managers).

Section B

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

Section C

Check the appropriate box in section C and proceed below.

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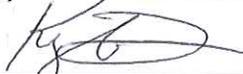
STORAGE PERMIT	<p>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</p> <p><input type="checkbox"/> Retail Warehouse Permit for:</p> <p style="margin-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="margin-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> Wholesalers Branch House Permit</p> <p>Address of storage premise: _____</p> <p>City _____, County _____, Zip _____</p> <p>Attach a deed/ lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.</p>				
CHANGE TRADE NAME OR CORPORATE NAME	<p>6. Change of Trade Name or Corporation Name</p> <p><input type="checkbox"/> Change of Trade name / DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="margin-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="margin-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="margin-left: 20px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 50%; padding: 2px;">Old Trade Name</td> <td style="width: 50%; padding: 2px;">New Trade Name</td> </tr> <tr> <td style="width: 50%; padding: 2px;">Old Corporate Name</td> <td style="width: 50%; padding: 2px;">New Corporate Name</td> </tr> </table>	Old Trade Name	New Trade Name	Old Corporate Name	New Corporate Name
Old Trade Name	New Trade Name				
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CHANGE OF MANAGER	<p>8. Change of Manager or to Register the Manager of a Tavern or a Hotel and Restaurant liquor license.</p> <p>(a) Change of Manager (attach Individual History DR 8404-I H/R and Tavern only)</p> <p>Former manager's name _____</p> <p>New manager's name _____</p> <p>(b) Date of Employment _____</p> <p>Has manager ever managed a liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Does manager have a financial interest in any other liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, give name and location of establishment _____</p>
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MODIFY PREMISES OR ADDITION OF OPTIONAL PREMISES OR RELATED FACILITY	<p>9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility</p> <p>NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed <u>Add 240 ft² of license area adjacent to the front of building and patio area, for additional seasonal usage as allowed by Town of Crested Butte.</u></p> <p>(b) If the modification is temporary, when will the proposed change: Start <u>05/27/2016</u> (mo/day/year) End <u>10/15/2016</u> (mo/day/year)</p> <p>NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? (If yes, explain in detail and describe any exemptions that apply) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(d) Is the proposed change in compliance with local building and zoning laws?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification.</p>
--	--

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	Date
	<i>operating Manager / owner</i>		<i>3/21/2016</i>

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY / 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 applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended. **THEREFORE, THIS APPLICATION IS APPROVED.**

Local Licensing Authority (City or County)	Date filed with Local Authority
Signature	Title
	Date

REPORT OF STATE LICENSING AUTHORITY

The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.

Signature	Title	Date

THIRD STREET

THE SECRET STASH #
303 ELK AVE.

PATIO

DOORS

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

SIDE WALK

40'

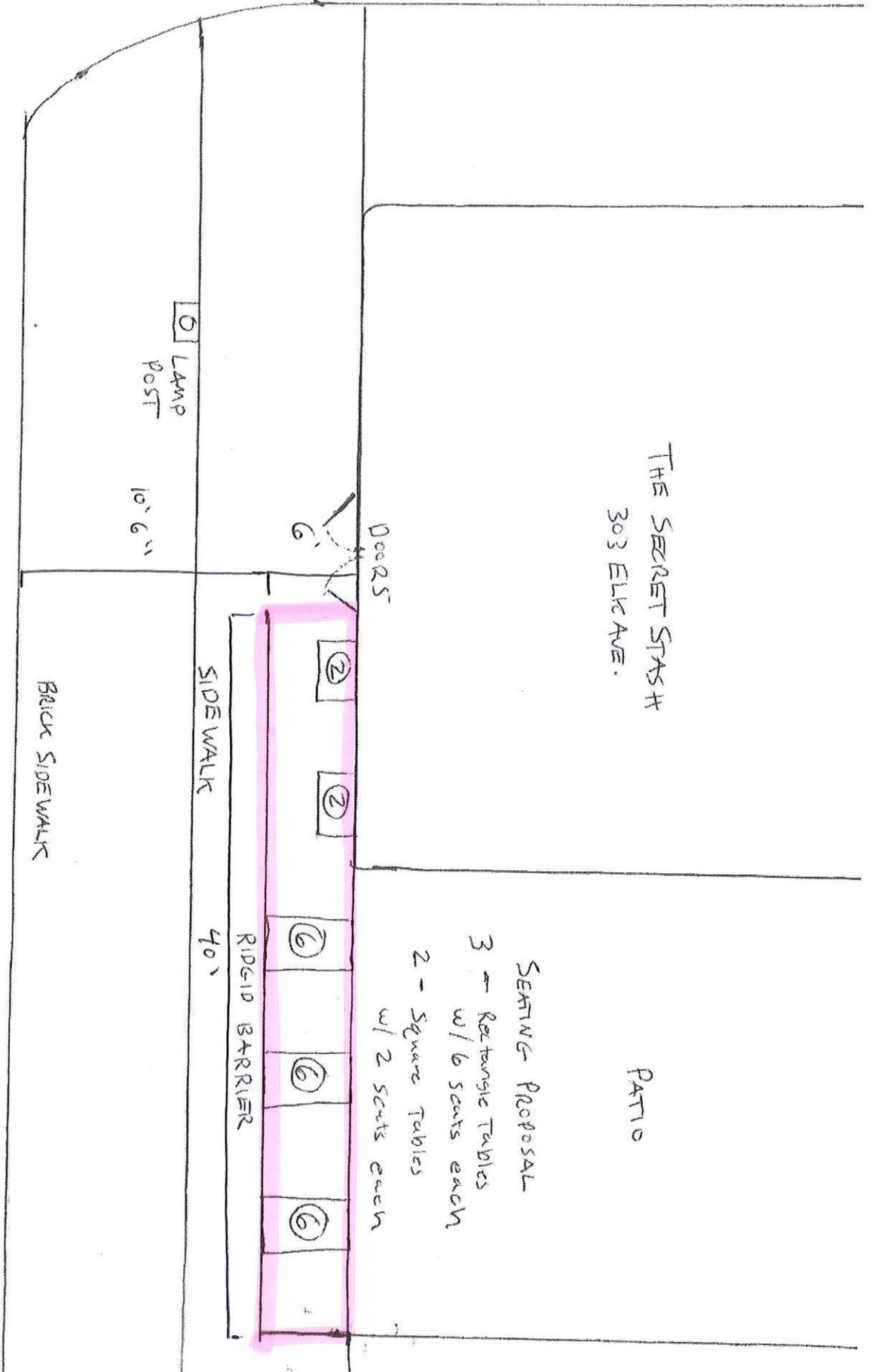
RIDGID BARRIER

LAMP
POST

10' 6"

BACK SIDEWALK

ELK AVE.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/22/2016

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 Leavitt Group Four Corners 72 Suttle Street Suite L Durango CO 81303	CONTACT NAME: Melanie Watson PHONE (A/C, No, Ext): (970) 259-7966 FAX (A/C, No): (970) 259-4915 E-MAIL ADDRESS: melanie-watson@leavitt.com														
INSURED Vertigo Ventures, LLC, DBA: Secret Stash PO Box 205 Crested Butte CO 81224	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Cincinnati Insurance Company</td> <td style="text-align: center;">10677</td> </tr> <tr> <td>INSURER B: Employers Insurance Group</td> <td style="text-align: center;">21458</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Cincinnati Insurance Company	10677	INSURER B: Employers Insurance Group	21458	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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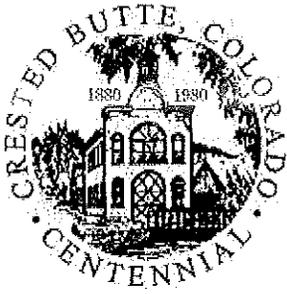
COVERAGES **CERTIFICATE NUMBER:** 15/16 GL LL WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ECP0334569	6/19/2015	6/19/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					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/A	EIG224332400	6/20/2015	6/30/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability		ECP0334569	6/19/2015	6/19/2016	\$1,000,000

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

CERTIFICATE HOLDER 19703496626@efaxsend.com 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 Melanie Watson/MEWATS <i>Melanie Watson</i>
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Application for Revocable License for
Restaurant/Bar Seating on Public
Sidewalks
2016

Date: 3-17-16 Square Footage: 130 Fee Paid: \$390

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

Property Owner: Larry Dunn
Address: PO Box 425 Crested Butte CO 81224
Phone #: 970-349-5648 Cell # 602-738-6089
E-mail address: N/A

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

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

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

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

[Signature] President
Applicant Signature and Title

3-17-16
Date

Conditions Applicable to License

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

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

The requested licensed area must meet the following criteria.

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

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

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

The business must adhere to the following rules and regulations.

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

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

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

PERMIT APPLICATION AND REPORT OF CHANGES

CURRENT LICENSE NUMBER 4703984
ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN
LOCAL LICENSE FEE \$ 0
APPLICANT SHOULD OBTAIN A COLORADO LIQUOR & BEER CODE BOOK TO ORDER CALL (303) 370-2165

1. Applicant is a <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company		PRESENT LICENSE NUMBER <u>4703984</u>
2. Name of Licensee <u>Teocalli Tamale Company</u>		3. Trade Name <u>Teocalli Tamale</u>
4. Location Address <u>311 1/2 Elk Ave</u>		
City <u>Crested Butte</u>	County <u>Gunnison</u>	ZIP <u>81224</u>

SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A – Manager reg/change	Section C
• License Account No. _____ 1983-750 (999) <input type="checkbox"/> Manager's Registration (Hotel & Restr.)..\$75.00 2012-750 (999) <input type="checkbox"/> Manager's Registration (Tavern).....\$75.00 <input type="checkbox"/> Change of Manager (Other Licenses) NO FEE	2210-100 (999) <input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00 2200-100 (999) <input type="checkbox"/> Wholesale Branch House Permit (ea).... 100.00 2260-100 (999) <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) . 50.00 2230-100 (999) <input type="checkbox"/> Change Location Permit (ea)..... 150.00 2280-100 (999) <input checked="" type="checkbox"/> Change, Alter or Modify Premises \$150.00 x <u>2</u> Total Fee <u>\$300</u>
Section B – Duplicate License	
• Liquor License No. _____ 2270-100 (999) <input type="checkbox"/> Duplicate License \$50.00	2220-100 (999) <input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____ 1988-100 (999) <input type="checkbox"/> Addition of Related Facility to Resort Complex \$75.00 x _____ Total Fee _____

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

DATE LICENSE ISSUED	LICENSE ACCOUNT NUMBER	PERIOD
-750 (999)	-100 (999)	The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.
		TOTAL AMOUNT DUE \$ _____ .00

INSTRUCTION SHEET

FOR ALL SECTIONS, COMPLETE QUESTIONS 1-4 LOCATED ON PAGE 1

Section A

To Register or Change Managers, check the appropriate box in section A and complete question 8 on page 4. Proceed to the Oath of Applicant for signature (Please note: Hotel, Restaurant, and Tavern licensees are required to register their managers).

Section B

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

Section C

Check the appropriate box in section C and proceed below.

- 1) *For a Retail Warehouse Storage Permit*, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 2) *For a Wholesale Branch House Permit*, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 3) *To Change Trade Name or Corporation Name*, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 4) *To modify Premise*, go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 5) *For Optional Premises or Related Facilities* go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 6) *To Change Location*, go to page 3 and complete question 7. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.

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

CHANGE OF MANAGER	<p>8. Change of Manager or to Register the Manager of a Tavern or a Hotel and Restaurant liquor license.</p> <p>(a) Change of Manager (attach Individual History DR 8404-I H/R and Tavern only)</p> <p>Former manager's name _____</p> <p>New manager's name _____</p> <p>(b) Date of Employment _____</p> <p>Has manager ever managed a liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Does manager have a financial interest in any other liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, give name and location of establishment _____</p>
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MODIFY PREMISES OR ADDITION OF OPTIONAL PREMISES OR RELATED FACILITY	<p>9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility</p> <p>NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed <u>Summer sidewalk seating</u></p> <p>_____</p> <p>_____</p> <p>(b) If the modification is temporary, when will the proposed change:</p> <p>Start <u>05.27.2016</u> (mo/day/year) End <u>10.15.2016</u> (mo/day/year)</p> <p>NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?</p> <p>(If yes, explain in detail and describe any exemptions that apply) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(d) Is the proposed change in compliance with local building and zoning laws? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification.</p>
--	---

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 <u>President</u>	Date <u>3-26-16</u>
-----------	------------------------	---------------------

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY / 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 applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended. **THEREFORE, THIS APPLICATION IS APPROVED.**

Local Licensing Authority (City or County)	Date filed with Local Authority	
Signature	Title	Date

REPORT OF STATE LICENSING AUTHORITY

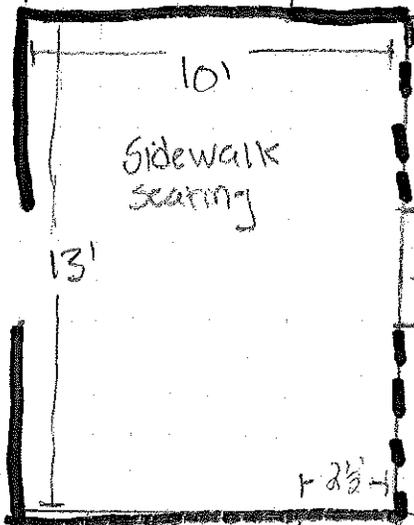
The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.

Signature	Title	Date
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Teocalli Tamale
Outdoor Seating

311
Rug
Gallery

10' 3'



10'
Sidewalk
seating

13'

311 1/2
Elk Ave

Teo
existing
premises

2 1/2'

← Curb

← Fence



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/21/2016

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PRODUCER Gary Short(0707382) 234 N Main St Ste 1b Gunnison CO 81230-2437		CONTACT NAME: Gary Short PHONE (A/C, No, Ext): 970-641-3641 E-MAIL ADDRESS: gshort1@farmersagent.com FAX (A/C, No): 970-641-5970													
INSURED TEOCALLI TAMALE COMPANY PO BOX 2890 CRESTED BUTTE CO 81224		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A: Truck Insurance Exchange</td> <td>NAIC# 21709</td> </tr> <tr> <td>INSURER B: Farmers Insurance Exchange</td> <td>21652</td> </tr> <tr> <td>INSURER C: Mid Century Insurance Company</td> <td>21687</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER A: Truck Insurance Exchange	NAIC# 21709	INSURER B: Farmers Insurance Exchange	21652	INSURER C: Mid Century Insurance Company	21687	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	605874569	11/01/2015	11/01/2016	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 75,000						
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	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/A				WC STATU-TORY LIMITS
							OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
C	Liquor Liability	Y	Y	605874569	11/01/2015	11/01/2016	EACH OCCURENCE \$ 1,000,000

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

311 1/2 ELK AVE, CRESTED BUTTE, CO 81224

THE CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED UNDER THIS POLICY.

CERTIFICATE HOLDER

CANCELLATION

TOWN OF CRESTED BUTTE COLORADO
PO BOX 93
CRESTED BUTTE CO 81224

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

AUTHORIZED REPRESENTATIVE

GARY SHORT

Gary Short 03/21/2016



Staff Report

May 2, 2016

To: Mayor and Town Council
Thru: Bill Crank, Interim Town Manager
From: Lynelle Stanford, Town Clerk
Subject: **Crested Butte Bike Week Special Event Application and Special Event Liquor Permits**
Date: April 22, 2016

Summary:

Eliza Cress, event organizer for Crested Butte Bike Week, submitted the special event application and special event liquor permit applications on behalf of the Crested Butte/Mt. Crested Butte Chamber of Commerce. There are two main events proposed as part of the Crested Butte Bike Week application: the Chainless World Championships and the Fat Tire 40. Also, the southwest corner of the Chamber Parking Lot would be closed from Thursday, June 23 through Saturday, June 25, 2016.

The Chainless World Championships race is proposed for June 24, 2016. The 10 and 100 Blocks of Elk Avenue would be closed on June 24, as well as the 1st and Elk Parking Lot. According to the application, set up would begin at 9AM, and take down would be finished by 7:30PM. A live band is proposed to perform in the 1st and Elk Parking Lot. The proposed liquor permitted area encompasses the parking lot and extends onto Elk Avenue (diagram included in the packets). Fencing would be used to designate the liquor permitted area, and trained volunteers would be stationed at the entrances and exits.

The Fat Tire 40 would take place on June 25, 2016. The race is proposed to start and finish at the Chamber Parking Lot. The timeline for the event, to include set up and take down, is from 6AM to 6PM. The event organizer has requested that Elk Avenue be closed from 9th Street to the Chamber Parking Lot. Course marshals would allow traffic to cross Elk Avenue, and access to the open portion of the Chamber Lot, the tennis courts, and food vendors would be maintained. The liquor permit located at the Chamber Parking Lot, is proposed for Thursday, June 23 and Saturday, June 25. The liquor boundary would be fenced, and IDs would be checked at the beer tent.

Recommendation:

To approve the special event application and special event liquor permits as submitted for Crested Butte Bike Week as part of the Consent Agenda.

TOWN OF CRESTED BUTTE SPECIAL EVENT APPLICATION



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

Crested Butte Bike Week (24th-Chainless, 25th-Fat Tire 40)

Name of Event: _____

Date(s) of Event: June 23-26th 2016

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
 413 455 7972

Phone: _____ Cell Phone: _____

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

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

970 349 7324 _____ director@cbchamber.com

Phone: _____ Cell Phone: _____ E-Mail: _____

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

Email Address of Organization: _____ 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): 24th:9-6pm/25th:8-5pm
Total Time (including set-up, scheduled event, break-down & clean-up): 24th:9-7:30pm/25th:6-6pm
Expected Numbers: Participants: 24th:300/25th:150 Spectators: 24th:100/25th:50

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

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

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

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

Is Proof of Insurance is Attached. Yes / No

If No, Why Not: _____

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

If Yes, Describe: 24th: Announcing & live music/25th: Announcing & PA 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

Town Manager Approval: WVC

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? 2 industrial trash bins worth a day

What recyclable products will be generated at the event? beer cans & cardboard

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: There will be both trash and recycling bins at each event.

There will be volunteers monitoring trash to make sure it is all disposed of properly.

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):

Fencing will be used to designate permitted drinking areas. Security will be hired for the 24th. Volunteers will help secure the boundary on the 25th.

Describe Plan for Parking: Side streets, public parking and ⁷⁵~~50~~% of the Chamber lot will be open.

Describe Plan for Portable Toilets and/or Restrooms: 24th there will be 2 porta pots at the 1st and Elk Ave parking lot. 25th participants will use the public restrooms at the Chamber of Commerce.

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

If Yes, explain request for services in detail (attach additional page if necessary): We will need barricades for the 24th and 25th. We will also need picnic tables for the Chamber Parking lot from the 23-25th.

Will Your Event Require Any Road Closures Yes / No

If Yes, Explain in Detail Streets Closures and Times of Closures: 24th: Elk Ave. closure from old Kebler Pass to 2nd. 25th: Elk Ave from 9th to ^{at}~~6th~~ Chamber lot. Traffic will be able to pass through 7th and 8th.

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

If Yes, Explain Impact: 24th: No / 25th: Momentarily for police led rolling start in the early morning.

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 notify the community using our weekly Chamber e-blasts.

Does Your Event Include a Parade Yes / No

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

Signature of Event Coordinator

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

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

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

If yes, please write two sentences below describing the event in the exact wording it will appear on the calendar: Join us for the 36th annual Crested butte Bike Week. See cbbikeweek.com for details about demos, clinics, films showings, races, concerts and more!

Contact Name & Phone Number for the Calendar: Eliza Cress 970 349 6438

Event Fee for the Calendar: Prices Vary

Website for More Info: www.cbbikeweek.com

Additional Applicant Comments: ³⁵ We hope to use 50% of the Chamber parking lot as event central for the entire event. This will provide continuity for the vendors and participants alike. The Chamber aims to revitalize Crested Butte Bike Week in the 36th year. We look forward to working with town to do so.

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 / Eliza C
Print Name Clearly / Signature of Applicant (Permittee)

3/9/10
Date

Application is
Approved:

Date: _____

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Crested Butte / Mt. Crested Butte Chamber of Commerce

is a

Nonprofit Corporation

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

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/08/2016 that have been posted, and by documents delivered to this office electronically through 03/09/2016 @ 15:00:02 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/09/2016 @ 15:00:02 in accordance with applicable law. This certificate is assigned Confirmation Number 9542377



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

Secretary of State of the State of Colorado

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

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

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

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

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

DO NOT WRITE IN THIS SPACE

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE <i>Crested Butte/Mt. Crested Butte Chamber of Commerce</i>	State Sales Tax Number (Required) 523846
--	---

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE
 (Include street, city/town and ZIP)
 PO Box 1288
 Crested Butte, CO 81224

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT
 (include street, city/town and ZIP)
 Parking Lot
 1st Street and Elk Ave.
 Crested Butte, CO 81224

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE Nick Danni	02/03/1977	414 N. Spruce St., Gunnison, CO	970-209-2219
5. EVENT MANAGER Eliza Cress	04/10/1991	602 4th St. Crested Butte, CO	413 455 7972

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?
 NO YES HOW MANY DAYS? 8

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

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

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

Date	Date	Date	Date	Date
Hours From To	Hours From To	Hours From To	Hours From To	Hours From To
6/24/16 10am .m. 8 PM .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 <i>President</i>	DATE <i>4/26/16</i>
---------------	---------------------------	------------------------

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

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

THEREFORE, THIS APPLICATION IS APPROVED.

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

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

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

Betty Warren

From: Chamber Events <eliza@cbchamber.com>
Sent: Wednesday, April 27, 2016 4:23 PM
To: Betty Warren
Subject: Final Venue Chainless



Eliza Cress
Events Coordinator
CB/Mt.CB Chamber of Commerce
events@cbchamber.com
970 349 6438

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

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

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

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2170 <input type="checkbox"/>	FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY

DO NOT WRITE IN THIS SPACE

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE <i>Crested Butte Mt. Crested Butte Chamber of Commerce</i>	State Sales Tax Number (Required) 523846
--	---

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE
 (Include street, city/town and ZIP)
 PO Box 1288
 Crested Butte, CO 81224

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT
 (Include street, city/town and ZIP)
 601 Elk Ave
 Crested Butte, CO 81224

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE Nick Danni	02/03/1977	414 N. Spruce St., Gunnison, CO	970-209-2219
5. EVENT MANAGER Eliza Cress	04/10/1991	602 4th St. Crested Butte, CO	413 455 7972

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?
 NO YES HOW MANY DAYS? *7*

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	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
6/23/16		8 AM	8 PM	6/25/16		8 AM	8 PM								

OATH OF APPLICANT

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

SIGNATURE <i>[Signature]</i>	TITLE <i>President</i>	DATE <i>4/26/16</i>
---------------------------------	---------------------------	------------------------

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

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

THEREFORE, THIS APPLICATION IS APPROVED.

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

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

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

Clinics & Fat Tire 40

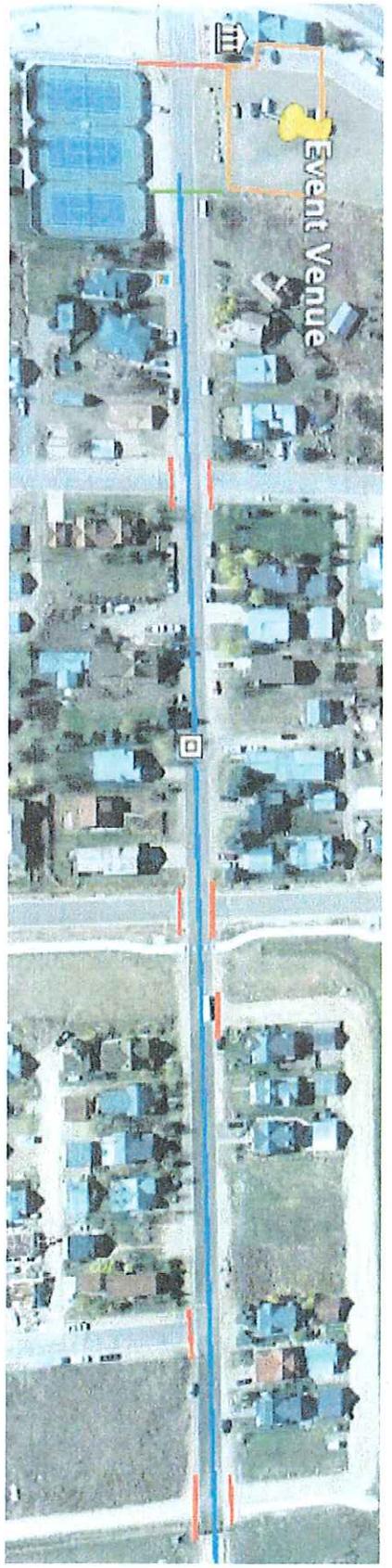
Thursday, June 23rd & Saturday, June 25th

blue - liquor bandary
green - entrance / exit
orange - beer tent - people will be ID'd there



Fat Tire 40 2016

- blue = race
- green = finish line
- red = road closures
- orange = liquor permit



Chainless Race 2016

- blue = race
- green = finish line
- red = road closures
- orange = liquor permit



2016 Crested Butte Bike Week - Event Schedule

Thursday (6/23/16)

gO Clinic

9-4pm Skill based instruction clinic, starts at The Chamber and then groups disperse to surrounding trails based on ability.

Film Fest

6-9pm Rider and the Wolf and Amateur local films will be shown. Location TBD.

Friday (6/24/16)

Chainless World Championships

9am Bike Drop off at the Chamber of Commerce

2:30-3:30pm Participant pick-up and drop-off, from Chamber of Commerce to top of Kebler Pass.

3:45pm Kids obstacle course on Elk Ave.

4:20pm Chainless Races Starts

4:30-6:30pm Party, live music and awards at parking lot 1st and Elk Ave.

Saturday (6/25/16)

Fat Tire 40

8am Race starts, police lead out through Town

12-5pm Beer and Food served

2pm Race Finish

2:30pm Awards

Bridges of the Butte

Details are available with Adaptive Sports Center

Sunday (6/26/16)

CB Devo Race

Details are available with CB Devo, Amy Nolan or Jason Lakey

Downhill Race, EVOLution Bike Park

Details are available with Crested Butte Mountain Resort, Patti Hensley



Crested Butte Jr. Bike Week
June 23-26th 2016

Safety Plan

Slow Race
Friday, June 24th 3-4pm
Max. 100 participants

- Participants will sign an event “Release of Liability” waiver prior to the start of the race.
- There will be 2-3 Crested Butte Development Team (CB Devo) representatives on course.
- This is a short, fun race on a closed course that will start at 1st and Elk and finish at 4th and Elk.

Skills Clinics and Group Ride
Saturday, June 25th 10 – noon for clinics and 2-5pm for group ride
Max. 100 participants for both events

- Participants will sign and event “Release of Liability” waiver prior to the start of the race.
- “Skills Clinics” will be led by Better-Ride instructor trained CB Devo coaches and be held at the CBCS parking lot.
- The “Group Ride” will be led by CB Devo, and any other visiting team parents, that would like to join us. We have permission from the Crested Butte Land Trust to use both the Lupine and Lower Loop trail parcels for this ride.

Crested Butte Junior Wildflower Classic
Sunday, June 26th 9-noon
Max. 75 participants

- Participants will sign an event “Release of Liability” waiver prior to the start of the race.
- All course marshals will have cellular phones as service is available throughout our entire course. Pending radio availability, we will have two checkpoints on course in radio contact with medical support.
- Medical support will be provided by Alpine Orthopaedics.
- Participant parking will be public parking within the Town of Crested Butte. Emergency vehicles will access course via closest drivable road to incident which would be either Slate River Road or Peanut Lake Road.

DEPARTMENT APPROVALS (For Official Use Only)

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

Marshal's Department :

Signature: [Signature] Date: 4/25/16
Name (Printed): MICHAEL REILLY

Conditions/Restrictions/Comments:
CONDITIONAL: - NEED MORE INFORMATION:
- EXPECTATIONS ON "POLICE LED START"
ON THE 25TH EVENT.
- SECURITY TEAM INFORMATION AND
CONTACT

Public Works:

Signature: [Signature] Date: 4/22/2016
Name (Printed): Rodney E Dwe

Conditions/Restrictions/Comments:
OK, will work with event organizers
and Marshal's as necessary

Parks and Recreation:

Signature: [Signature] Date: 4/20/16
Name (Printed): Anna Hansen

Conditions/Restrictions/Comments:
- Totem pole is reserved 6/24 3-7pm.
- Need to discuss picnic table request
- Construction will be occurring
at Tennis Courts during event

Town Clerk:

Signature: [Signature] Date: 4-22-2016
Printed Name (Printed): Lynelle Stanford

Conditions/Restrictions/Comments:

Town Manager:

Signature: [Signature] Date: 4-26-16
Printed Name (Printed): Wm. V. Crank

Conditions/Restrictions/Comments:
OK

CB BIKE WEEK (JUNE 23-26, 2016)

Crested Butte Fire Protection District:

W Scott Wimmer 3/24/16
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:

Good Luck with
your event!!

Mt. Express Bus Service:

Bill Quiggle 4-26-16
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:

As per prior meetings

Official Use Only:

Application Received 3-10-16 Date Distributed 3-15-16

Council Date (if applicable) MAY 2, 2016

Approval Date _____ Method of Approval: Administratively By Town Council

Approval Contingencies Listed in staff report from approval sheets

Application fee _____ Check # _____ Date Paid _____

Permit Fee \$ 200 Check # 3287 Date Paid 3/21/16

Local Liquor License Fee \$ 50 Check # 3287 Date Paid 3/21/16

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

Additional Fee _____ Check # _____ Date Paid _____

Clean Up Deposit \$ 200 Check # 3287 Date Paid 3/21/16 Date Returned: _____



Staff Report

May 2, 2016

To: Mayor and Town Council
Thru: Bill Crank, Interim Town Manager
From: Lynelle Stanford, Town Clerk
Subject: Paragon People's Fair Special Event Application
Date: April 22, 2016

Summary:

Jan Giesselman, event organizer for the Paragon People's Fair, submitted the special event application on behalf of the Paragon Art Gallery. This annually occurring arts and crafts fair is proposed to take place on Elk Avenue, from 2nd Street to 4th Street, to include 3rd Street, from alley to alley, on September 3-4, 2016. The event organizer has proposed a live band performing folk music on 3rd Street. Also, there would be food vendors located on 3rd Street. Set up would begin on Saturday, September 3 at 7AM, and clean up would be completed by 7PM on Sunday, September 4.

Recommendation:

To approve the Paragon People's Fair special event application as part of the Consent Agenda with the following requirements:

- Ensure no parking of bicycles at either end of the fire lane access on Elk Avenue.
- Ensure alley access is clear on 3rd Street.
- No canopies in fire lane on the south side of Elk Avenue.

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: Paragon People's Fair

Date(s) of Event: Sept 3-4, 2016

Name of Organization Holding the Event ("Permittee"): Paragon Gallery
Note: The permittee of an event must be the same as the named insured on the insurance binder.

Name of Event Organizer: J Giesselman

Phone: 317 625 2241 Cell Phone: _____

E-Mail: jgiesselman@g.com Fax Number: 970 349 2132

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

Phone: _____ Cell Phone: _____ E-Mail: _____

Mailing Address of Organization Holding the Event: POB 3, CB CO P1224

Email Address of Organization: jgiesselman@g.com Phone Number: 317 625 2241

Detailed Event Description: Please attach an event schedule if applicable Event Schedule Attached
Auto-craft Fair on Elk between 2nd + 4th. Food on
curbside of 3rd btwn Maroon + Elk. Music on
street btwn Elk Ave + Alley on 3rd

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

- Map Attached Showing Location of Event Diagram Attached Detailing Event

Event Time (start time of scheduled event to end time of scheduled event): 10-5 Sat + Sun
Total Time (including set-up, scheduled event, break-down & clean-up): 7am Sat - 7:00pm Sun
Expected Numbers: Participants: 80 BOOTHs Spectators: 400-500

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 (SEE ATTACHED)

If No, Why Not: will be supplied through town of Crested Butte

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

If Yes, Describe: live folk music on 3rd from Elk Ave + alley

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? minimal

What recyclable products will be generated at the event? cans/bottles

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:

Waste Mgmt to provide recycling bins + a dumpster.

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):

Paragon Staff onsite 7AM - 7PM Sat - Sunday

Describe Plan for Parking:

4-way lot + 1st street lot are recommended to vendors + attendees

Describe Plan for Portable Toilets and/or Restrooms:

Public restrooms have always sufficed for this event

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

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

Barricades on site right before and plant boxes removal between 2nd + 4th street on Elk Ave.

Will Your Event Require Any Road Closures Yes / No

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

Elk Ave between 2nd & 4th street Sat 7AM through Sunday 7PM

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

If Yes, Explain Impact:

Direct up maroon instead of driving on Elk

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:

all businesses will be notified

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 Paragon Peoples Fair is an eclectic art fair on Elk Avenue open Labor Day weekend hosted by the Paragon gallery. Come find interesting art, enjoy music, kids or hang out with locals.

Contact Name & Phone Number for the Calendar: Paragon art gallery 970-349-6484

Event Fee for the Calendar: FREE Website for More Info: Paragonartgallery.com

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/Indemnitor") hereby acknowledge and agree to the following: (i) Releasor/Indemnitor assume all risk of injury, loss or damage to Releasor/Indemnitor, any of them, arising out of or in any way related to the permitted event, whether or not caused by the act or omission, negligence or other fault of the Town, or by any other cause; (ii) Releasor/Indemnitor waive and release the Town from any and all claims, demands and actions for injury, loss or damage arising out of or in any way related to the permitted event, whether or not caused by the act or omission, negligence or other fault of the Town, or by any other cause; (iii) Releasor/Indemnitor agree to defend, indemnify and hold harmless the Town from and against any and all liability, claims, damages and demands including any third party claim asserted against the Town, on account of injury, loss or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, arising out of or in any way related to the permitted use whether or not caused by the act or omission, negligence or other fault of the Town, or by any other cause. For purposes hereof, the term "Town" shall include, individually and collectively, its officers, employees, agents, insurers, insurance pools, contractors and subcontractors. By signing this Special Event Application, the Permittee acknowledges and agrees that this assumption of risk, waiver and indemnity extends to all acts, omissions, negligence or other fault of the Town and that said assumption of risk, waiver and indemnity is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado. 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

Janet Biesselman
Print Name Clearly / Signature of Applicant (Permittee)

1-26-16
Date

Application is Approved: _____ Date: _____

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

PARAGON ART GALLERY, INC.

is a
Corporation

formed or registered on 11/10/2008 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 20081593168 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/27/2016 that have been posted, and by documents delivered to this office electronically through 04/28/2016 @ 13:29:18 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/28/2016 @ 13:29:18 in accordance with applicable law. This certificate is assigned Confirmation Number 9625041 .



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

Secretary of State of the State of Colorado

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



Colorado Secretary of State
 Date and Time: 12/16/2008 04:53 PM
 ID Number: 20081651796

Document must be filed electronically
 Paper documents will not be accepted.

Document processing fee
 Fees & forms/cover sheets
 are subject to change.

\$20.00

Document number: 20081651796
 Amount Paid: \$20.00

To access other information or print
 copies of filed documents,
 visit www.sos.state.co.us and
 select Business Center.

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Trade Name of a Reporting Entity

filed pursuant to §7-71-103 and §7-71-107 of the Colorado Revised Statutes (C.R.S)

1. For the reporting entity delivering this statement, its ID number, true name, form of entity and the jurisdiction under the law of which it is formed are

ID Number	<u>20081593168</u> <i>(Colorado Secretary of State ID number)</i>
True name	<u>PARAGON ART GALLERY, INC.</u>
Form of entity	<u>Corporation</u>
Jurisdiction	<u>Colorado</u>

2. The trade name under which such entity transacts business or conducts activities or contemplates transacting business or conducting activities in this state is

PARAGON GALLERY

3. A brief description of the kind of business transacted or activities conducted or contemplated to be transacted or conducted in this state under such trade name is

ART SALES

4. *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

This document contains additional information as provided by law.

5. *(Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

**CERTIFICATE OF INSURANCE
SPECIAL EVENT LIABILITY GROUP INSURANCE TRUST, A RISK PURCHASING GROUP**

FACILITY OWNER: (Additional Insured)		PRODUCER:		Certificate #	60399	
Town of Crested Butte PO Box 39 Crested Butte, CO 81224 Attention: Betty Warren		HUB International Insurance Services Inc. P.O. Box 4047 Concord, CA 94524-4047 PH: 925 609 6500 FX: 925 609 6550 specialevent@hubinternational.us		CA License #0757776		
EVENT HOLDER: (Named Insured)		EVENT INFORMATION				
Paragon Gallery PO Box 3 Crested Butte, CO 81224 Attention: Jan Giesselman		TYPE OF EVENT:	Craft Fair			
		EVENT DATE(S):	9/3-4/2016			
		EVENT LOCATION:	Center of Elk between 2nd & 4th Crested Butte, CO			
		ATTENDANCE:	800-1000	CLASS:	II	
This is to certify that the policies of insurance listed below have been issued to the insured named above for the event date(s) indicated above. 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.						
INSURER A:		COLONY INSURANCE COMPANY				
INSR LTR	Type of Insurance	Policy Number	Effective	Expiration	Policy Limits	
A	Commercial General Liability	AR6360147	1/1/2016	1/1/2017	Each Occurrence	\$1,000,000
					General Aggregate	\$2,000,000
					Personal & Advertising Injury	\$1,000,000
					Products/Completed Operations Aggregate	\$2,000,000
					Damage to Premises Rented to You	\$500,000
					Medical Payments	\$5,000
					Liquor Liability Each Occurrence	Not Included
					Liquor Liability Aggregate	Not Included
COVERAGE TERMS:						
Occurrence Form (CG 0010) Host Liquor Liability Included . Full Liquor Liability Included when a separate premium has been charged . All participants in athletic activities are required to sign Release and Waiver of Liability forms.		The coverage afforded by this insurance is primary and not contributing with any insurance held by the "ADDITIONAL INSURED", WHEN REQUIRED BY WRITTEN CONTRACT. The limits of insurance apply separately to each event insured by this policy as if a separate policy of insurance has been issued for that event. Who is an insured is amended to include as an additional insured the "Facility Owner - Additional Insured" above and any person or organization shown in the schedule below. This insurance does not apply to: any "occurrence" which takes place after the event holder ceases to be a tenant in that premises. This insurance applies only to: an "occurrence" which takes place during the dates indicated under "Event Information" above.				
COVERAGE EXCLUSIONS: (REFER TO POLICY FOR COMPLETE LISTING OF EXCLUSIONS)						
-- Sexual Abuse & Molestation		Specific Events are excluded from coverage. Please see second page for list of excluded events.				
-- Terrorism		On behalf of the Risk Purchasing Group and each Member, the Trustee has declined coverage for the Terrorism Risk Insurance Act (TRIA).				
OTHER ADDITIONAL INSUREDS:						
CANCELLATION: Should the above described policy(s) be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the insured event holder and additional insureds listed.						
AUTHORIZED REPRESENTATIVE:				DATE ISSUED:	4/14/2016	

Entity Copy

end of block

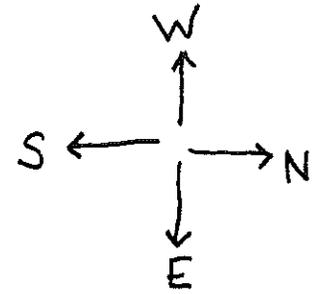
ELK AVE

Farmers market on Sunday only

* PARAGON ART GALLERY *

Public Restrooms

Forest Queen

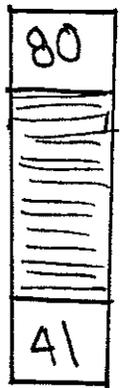


2^{ed} st

2^{ed} st

EXIT ← → EXIT

X X X X



X FIRE LANE X X KEEP CLEAR X

Drop off + pick up zone →

3rd st

3rd st

NO EXIT
Music

4 Food 5 6
1 2 3
Activities

EXIT OK!



Secret Stash

Public Restrooms

Fire Station

PUBLIC PARKING

MUSEUM

ALLEY

4th st

4th st

X X X X

enter here

Big Public Parking lot at 6th and Elk Ave

ELK AVE

PARAGON PEOPLES FAIR (Sept 3-4, 2016)

DEPARTMENT APPROVALS (For Official Use Only)

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

Marshal's Department :

Signature: [Handwritten Signature] Date: 3-16-16
Name (Printed): TOM MARTIN

Conditions/Restrictions/Comments:
OK

Public Works:

Signature: [Handwritten Signature] Date: 2/29/2016
Name (Printed): Rodney E Due

Conditions/Restrictions/Comments:
OK, will work with organizers & Marshal's Dept as needed. Request a meeting with all parties involved no less than one week prior to event.

Parks and Recreation:

Signature: [Handwritten Signature] Date: 3/9/16
Name (Printed): Janna Hansen

Conditions/Restrictions/Comments:

Town Clerk:

Signature: [Handwritten Signature] Date: 4-22-2016
Printed Name (Printed): Lynelle Stanford

Conditions/Restrictions/Comments:

Town Manager:

Signature: [Handwritten Signature] Date: 4-22-16
Printed Name (Printed): Wm. V. Crank

Conditions/Restrictions/Comments:
OK

PARAGON PEOPLES FAIR (SEPT 3-4, 2016)

Crested Butte Fire Protection District:

W Scott Wimmer 3/9/16
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:
Ensure no parking of
bicycles at either end of
Fire Lane access on Elk.

Ensure alley access is clear on
third Street. No campfires

Mt. Express Bus Service:

Signature Date

Conditions/Restrictions/Comments:
in Fire lane on South side
of Elk.

Mt. Express Bus Service:

[Signature] 2/20/16
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:
will reroute buses onto Main
Ave during event

Official Use Only:

Application Received 1-26-16 Date Distributed 2-29-16

Council Date (if applicable) MAY 2, 2016

Approval Date _____ Method of Approval: Administratively By Town Council

Approval Contingencies Listed in Staff report from approval sheets

Application fee \$ 25 Check # 13380 Date Paid 1/26/16

Permit Fee \$ 200 Check # 13380 Date Paid 1/26/16

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 # 13370 Date Paid 1/26/16 Date Returned: _____



Staff Report

May 2, 2016

To: Mayor and Town Council
Thru: Bill Crank, Interim Town Manager
From: Lynelle Stanford, Town Clerk
Subject: Crested Butte Farmers Market Special Event Application
Date: April 20, 2016

Summary:

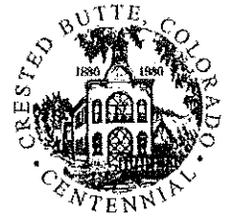
Zach Vaughter is the event organizer for the Crested Butte Farmers Market. The Farmers Market takes place on Sundays beginning June 5 through October 2, 2016. The Farmers Market is typically located in the 100 Block of Elk Avenue, except it would be relocated to Crank's Plaza on Sunday, August 7 because of the Crested Butte Arts Festival. Set up begins on Sundays at 8AM, and take down is completed by 3:30PM.

Recommendation:

To approve the Crested Butte Farmers Market special event application as part of the Consent Agenda with the following requirements:

- The agreement to the location at Crank's Plaza on Sunday, August 7, 2016.
- Emergency vehicle access must be ensured.
- No parking of bicycles on either end 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: Crested Butte Farmers Market

Date(s) of Event: June 5th 2016 - Oct. 2nd 2016 (Sundays)

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

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

Name of Event Organizer: Zach Vaughter

Phone: 615-594-4676 Cell Phone: ←

E-Mail: info@cbfarmersmarket.org Fax Number: N/A

Name of Assistant or Co-Organizer (if applicable): N/A

Phone: N/A Cell Phone: N/A E-Mail: N/A

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

Email Address of Organization: info@cbfarmersmarket.org Phone Number: 615-594-4676

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

<u>Sundays June 5th - Oct. 2nd</u>	<u>set-up: 8am - 10am</u>
<u>100 Block of Elk Ave: B/w 1st + 2nd streets</u>	<u>market: 10am - 2pm</u>
	<u>Breakdown: 2pm - 3:30pm</u>

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): 8:00 am - 3:30 pm
Total Time (including set-up, scheduled event, break-down & clean-up): 7.5 hrs (weekly)
Expected Numbers: Participants: ~2000 - 3000 wkly Spectators: ~2000 - 3000 wkly

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

↳ wine vendors offer samples & sales. They acquire their own "tasting room" permit from State.
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: _____

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? Each week produces ~1 30 gallon bag

What recyclable products will be generated at the event? patron soda cans (outside of market) & vendor cups/plates etc.

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:

we have 3 (independent from town), & utilize 3 trash/compost/recycling stations at the Market each Sunday. All compost is given to local farmers, recycling and trash is handled w/ Golden Eagle Waste (our own contract). In 2016, we plan to utilize volunteers to direct patrons to CBFM waste stations in an effort to mitigate CBFM trash being deposited in town receptacles. we are open to other ideas from the town to minimize waste ending up in town receptacles.

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):

The Market Manager (Zach) is on site at all Sunday markets, w/ CBFM volunteers. The manager has a phone in case of emergency. Marshalls check in at the market regularly, + all dogs are monitored while inside the market.

Describe Plan for Parking: Vendors are asked to park at the back of the 1st + Elk lot, some vendors pay to park at the venue. We mostly get foot traffic from patrons.

Describe Plan for Portable Toilets and/or Restrooms: Patrons + vendors are generally directed to the 2nd street bus stop facility.

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): Road closure - CBFM places its own barriers/barricades. We also ask town to hang "No Parking" signs on lamp posts in late May, then removed in Oct.

Will Your Event Require Any Road Closures? Yes / No

If Yes, Explain in Detail Streets Closures and Times of Closures: 100 block of Elk. Sundays 6/5 - 10/2 8am - 3:30pm | Except on Arts Fest weekend.

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:

The CBFM ED (Zach) spends considerable time communicating w/ the business owners + residents on the 100 block before + during the market season.

Does Your Event Include a Parade? Yes / No

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

Signature of Event Coordinator

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

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

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

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

"The award winning Crested Butte Farmers market operates every Sunday between June 5th 2016 - October 2nd 2016 from 10am - 2pm on the 100 block of Elk Ave. Providing the finest in local & organic Agriculture"

Contact Name & Phone Number for the Calendar: Zach : 615-594-4676

Event Fee for the Calendar: FREE Website for More Info: www.cbfarmersmarket.org

Additional Applicant Comments: Thank you for your time & consideration! The CBFm provides a dynamic event that positively impacts the financial net of the town & greater community. We look forward to the 2016 season.

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

Zach Vaughner / [Signature]
Print Name Clearly / Signature of Applicant (Permittee)

3/10/16
Date

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Crested Butte Farmers Market

is a

Nonprofit Corporation

formed or registered on 06/09/2007 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20071271843 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/21/2016 that have been posted, and by documents delivered to this office electronically through 03/22/2016 @ 15:20:54 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/22/2016 @ 15:20:54 in accordance with applicable law. This certificate is assigned Confirmation Number 9562797 .



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

Secretary of State of the State of Colorado

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

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

Example of 2016 layout

2014 Crested Butte Farmers Market Map (June 29, 2014)

Below you'll find the market layout for the Crested Butte Farmers Market. This is the market map for Sunday, June 8. Spaces are numbered consecutively and you'll also find landmarks listed below such as restaurants that may further help you to identify your spot. Each square represents 10 X 15 space (10 feet deep, 15 feet wide). As some vendors will be joining us later in the season or in a rotation, we will update this map weekly. Be sure to check your email for updates. If you do not see your business listed, it is because you are not scheduled for this date. If your business is marked by an asterisk (*), it is because you are a waitlisted vendor filling space for a full-season vendor, and your location may change from market to market.

South Side of Elk

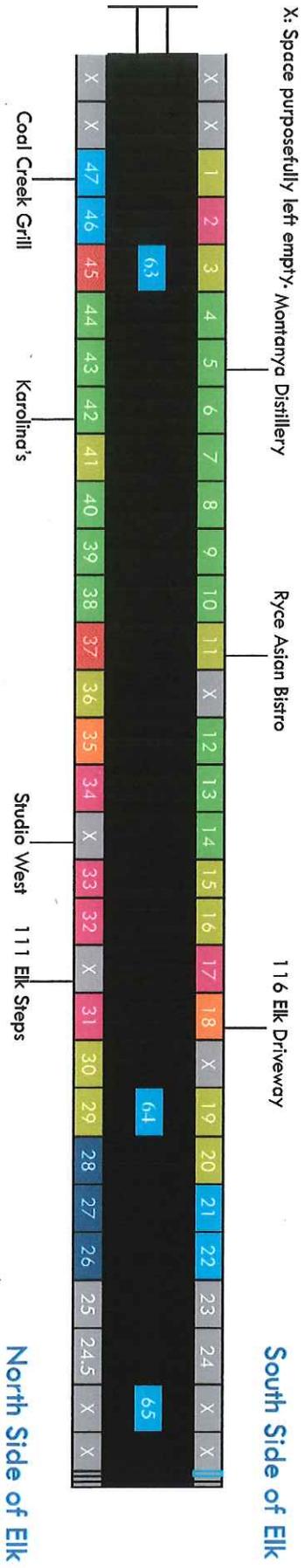
- 1 Red Top Agua Frescas
- 2 Rose of Wellness
- 3 Love Bites
- 4 Round Mountain Organics
- 5 & 6 RainCrow Farm
- 7, 8, 9 Delicious Orchards
- 10 Big B's Cider
- 11 Heartsongs
- 12, 13, 14 Weathervane Farms
- 15 Whinsicles
- 16 Gunnison Soaps
- 17 Escape Body Works Massage
- 18 Non Profit 1
- 19 & 20 InnerFire Pizza
- 21 & 22 Stiring Area

North Side of Elk

- 28, 27 & 26 Mountain Oven
- 29 1st Ascent Coffee
- 30 Just Crepes
- 31 Damselify Organics
- 32 225 Grand
- 33 Roots of Discovery
- 34 Rebecca Bourke
- 35 Non Profit # 2
- 36 Ellens Pickles
- 37 Laz Ewe 2 Bar
- 40, 39, 38 Borden Farms
- 41 Stone Cottage Cellars
- 42 Cobblestone Farm
- 43 & 44 Bella Farm
- 45 Smoky Bay
- 46 Sprouts Tent
- 47 Market Info Tent

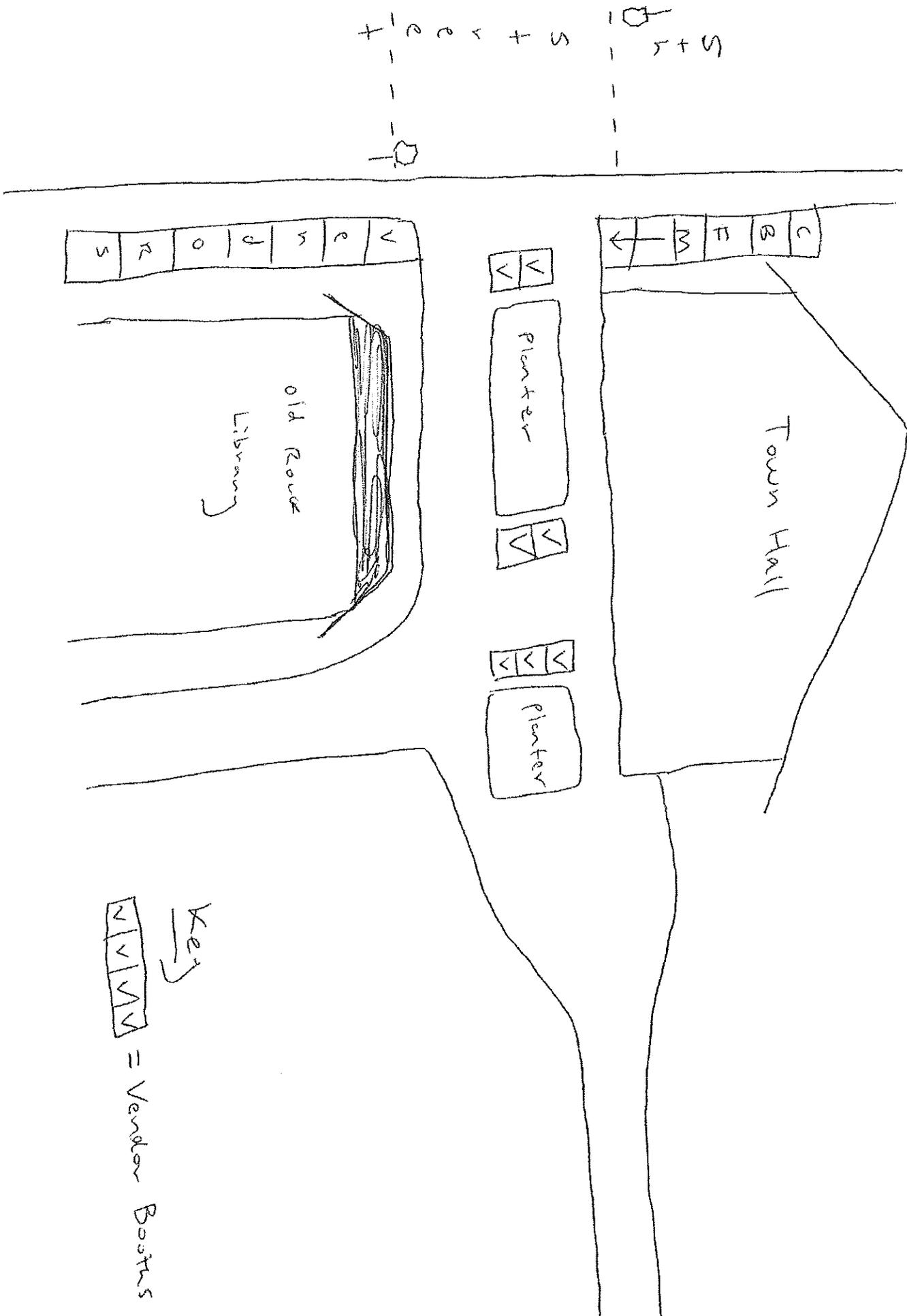
Legend

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



CBFM Driving Arts Fest Weekend: Sunday, 8/7/16

> At Cranks Plaza



Key
V = Vendor Booths

LB FARMERS MARKET (SUNDAYS JUNE 5- OCT 2, 2016)

DEPARTMENT APPROVALS (For Official Use Only)

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

Marshal's Department :

Signature: [Signature] Date: 4/13/16
Name (Printed): MICHAEL REILLY

Conditions/Restrictions/Comments:

Public Works:

Signature: [Signature] Date: 3/24/2016
Name (Printed): Rodney E. Dine

Conditions/Restrictions/Comments:
OK

Parks and Recreation:

Signature: [Signature] Date: 4/20/16
Name (Printed): Janna Hansen

Conditions/Restrictions/Comments:
Do we have plans for location during Arts Fest, People's Fair, Autumn, etc.?

Town Clerk:

Signature: [Signature] Date: 3-22-2016
Printed Name (Printed): Lynelle Stanford

Conditions/Restrictions/Comments:

Town Manager:

Signature: [Signature] Date: 4-22-16
Printed Name (Printed): Wm. V. Crank

Conditions/Restrictions/Comments:
OK

CB FARMERS MARKET (SUNDAYS JUNE 5 - OCT 2, 2016)

Crested Butte Fire Protection District:

W Scott Wimmer 3/24/16
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:

Ensure emergency vehicle
access. No parking of
bicycles @ each end.

Mt. Express Bus Service:

[Signature] 3/24/16
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:

Looks Good

Official Use Only:

Application Received 3-11-16 Date Distributed 3-15-16

Council Date (if applicable) MAY 2, 2016

Approval Date _____ Method of Approval: Administratively By Town Council

Approval Contingencies Listed in Staff report from approval sheets

Application fee \$ 25 Check # 1841 Date Paid 3-11-16

Permit Fee \$450 Check # 1841 Date Paid 3-11-16 (18 DATES X \$50 ÷ 2 = \$450)

Local Liquor License Fee _____ Check # _____ Date Paid _____

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

Additional Fee _____ Check # _____ Date Paid _____

Clean Up Deposit \$ 75 Check # 1841 Date Paid 3/14/16 Date Returned: _____



Staff Report

May 2, 2016

To: Mayor and Town Council
Thru: Bill Crank, Interim Town Manager
From: Lynelle Stanford, Town Clerk
Subject: **SplatterDash Special Event Application**
Date: April 22, 2016

Summary:

Christie Hasz submitted the special event application for SplatterDash on behalf of the Trailhead Children's Museum. SplatterDash is proposed to take place on Saturday, July 2, 2016 from 9AM to 11AM. The organizers have proposed a total timeline from 5AM to Noon to include set up and take down. The street closure would span from 5AM to Noon, as well.

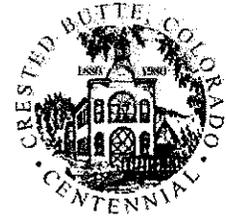
The event organizer requested a road closure on Maroon Avenue in front of Totem Pole Park. The road closure would begin at the alley between Elk Avenue and Maroon Avenue on 3rd Street and would end at Totem Pole Park. The other streets on the race route would not be closed to traffic, and volunteers would be stationed at intersections to ensure the safety of the participating runners. A diagram, including a map of the course, was included in the packet.

Recommendation:

To approve the SplatterDash special event application as part of the Consent Agenda with the following requirements:

- Participants are asked to be aware of bus passengers exiting busses at the bus stop at Teocalli.
- The Town must be provided an insurance renewal before the event for the insurance certificate that has been included in the packet that expires July 1, 2016, the day before 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: SplatterDash

Date(s) of Event: July 2, 2016

Name of Organization Holding the Event ("Permittee"): The Trailhead Children's Museum

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

Name of Event Organizer: Christie Hasz

Phone: 970-275-3593 **Cell Phone:** 970-275-3593

E-Mail: cjglow@gmail.com **Fax Number:** _____

Name of Assistant or Co-Organizer (if applicable): Katherine Andrews

Phone: _____ **Cell Phone:** 720-253-4213 **E-Mail:** katherinedupont@yahoo.com

Mailing Address of Organization Holding the Event: PO Box 1508 Crested Butte, CO 81224

Email Address of Organization: director@trailheadkids.org **Phone Number:** 970-349-7160

Detailed Event Description: Please attach an event schedule if applicable **Event Schedule Attached**
1K and 5K run for families that starts and finishes at Totem Pole Park. There will be cornstarch based paint along the way to color t-shirts.

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): 9 to 11am
Total Time (including set-up, scheduled event, break-down & clean-up): 5am to Noon
Expected Numbers: Participants: 350 Spectators: Passerby people - few

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: _____

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: WVC

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? very little - paint for t-shirts and dixie cups

What recyclable products will be generated at the event? very few - people will bring own water bottles

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: There is a recycle bin and trash can at the start/finish. Additionally, volunteers will sweep the course after the event and pick up any trash that may have been dropped during the race. We will ask racers to bring their own water bottles. There will be trash bags at all aid stations.

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):

Volunteers will be stationed throughout the race course (1K and 5K) and will help ensure all the runners safety.

Describe Plan for Parking: Parking in normal town lots and side streets.

Describe Plan for Portable Toilets and/or Restrooms: Event start/finish takes place at Totem Pole Park across the street from the public restrooms by the fire hall.

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: We will work with the Marshall's Dept. for street closures. We will have volunteers at cross sections of the roads.

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:

On community calendar - no impact on homes, no audio for 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 Maybe
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.

Have not determined if there will be any food vendors. I will turn in sales tax application if so. T-shirts for event are sold in advance online, sales tax for those is collected through Mt. CB as that is where trailhead is located.

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: Please join us for the 4th annual SplatterDash 1K and 5K run benefitting The Trailhead Children's Museum. Bring the whole family for a combination of art and running!

Contact Name & Phone Number for the Calendar: Trailhead Children's Museum 970-349-7160

Event Fee for the Calendar: \$25 adults, \$20 teens, **Website for More Info:** www.trailheadkids.org

\$15 Kids 2-12, kids under 2 free

Additional Applicant Comments:

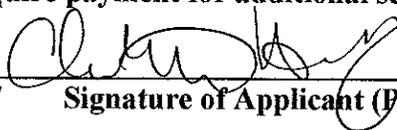
Please Review Carefully:

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

Christie Hasz

Print Name Clearly


Signature of Applicant (Permittee)

3/10/2016

Date

Application is Approved: _____

Date: _____

Betty Warren

From: Christie Hasz <cjglow@gmail.com>
Sent: Friday, April 22, 2016 11:03 AM
To: Betty Warren
Subject: Re: Important: Splatterdash 2016

Hi Betty,

Marilyn, our executive director, is back to work Monday, April 25 so I hope the name change will be able to happen that day. I have emailed her and requested that. I'll touch base with her Monday and with you to let you know if that can happen.

We do plan to close the road in front of the fire hall on Third St., with access available for the fire department. We will set up in a way that does not block the fire hall. We will also have Maroon Ave blocked off at Fourth St. As this is an event attended by many children, safety is our number one priority. We will have a volunteer stationed at Fourth St. to assist with moving the barricade if a car must get through. I met with Tom regarding these closures and he has a map outlining that. I have not been able to meet up with Scotto yet though. His office hasn't been open when I have stopped by. I will try again today.

I will plan on attending that meeting. Can you please email me an agenda when the schedule is set? This way I will know the time to attend for Splatterdash's part.

Thanks for your help and let me know if you need anything else.

Christie

On Apr 22, 2016, at 10:36 AM, Betty Warren <BWarren@crestedbutte-co.gov> wrote:

Hi Christie:

We are placing Splatterdash on the May 2, 2016 Town Council agenda. I need your insurance renewal or this current policy to reflect the entity name as "The" Trailhead Children's Museum. Please call me with questions on that, but I will need that change by Monday, April 25th.

Also, will you be closing the streets for the event, or will you just be using ½ of the street with barricades, etc?

Thanks for your help on all of this.

Betty

Betty Warren
Deputy Town Clerk
Town of Crested Butte
P.O. Box 39
507 Maroon Avenue
Crested Butte, CO 81224
Phone: (970) 349-5338 x123
Fax: (970) 349-6626
BWarren@crestedbutte-co.gov

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

The Trailhead Children's Museum

is a

Nonprofit Corporation

formed or registered on 03/11/2008 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 20081136620 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/20/2016 that have been posted, and by documents delivered to this office electronically through 04/22/2016 @ 10:20:49 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/22/2016 @ 10:20:49 in accordance with applicable law. This certificate is assigned Confirmation Number 9613708 .



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

Secretary of State of the State of Colorado

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2016

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 Lautenbach Insurance Agency, LLC 5721 S. Nevada Street Littleton, CO 80120	CONTACT NAME: Fred Lautenbach	
	PHONE (A/C No. Ext): (303) 798-2534 FAX (A/C No.): (303) 798-2536 E-MAIL ADDRESS: fred@lautenbachinsurance.com	
INSURED The Trailhead Children's Museum PO Box 1508 Crested Butte, CO 81224	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Markel Insurance Company	
	INSURER B: Liberty Mutual Insurance	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: Certificate 2015-2016

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			8502SS327102-7	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE 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		N/A	WC 4686533	09/30/2015	09/30/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

The Town of Crested Butte is listed as Additional Insured.

Re: 5K/1K Running Race

CERTIFICATE HOLDER

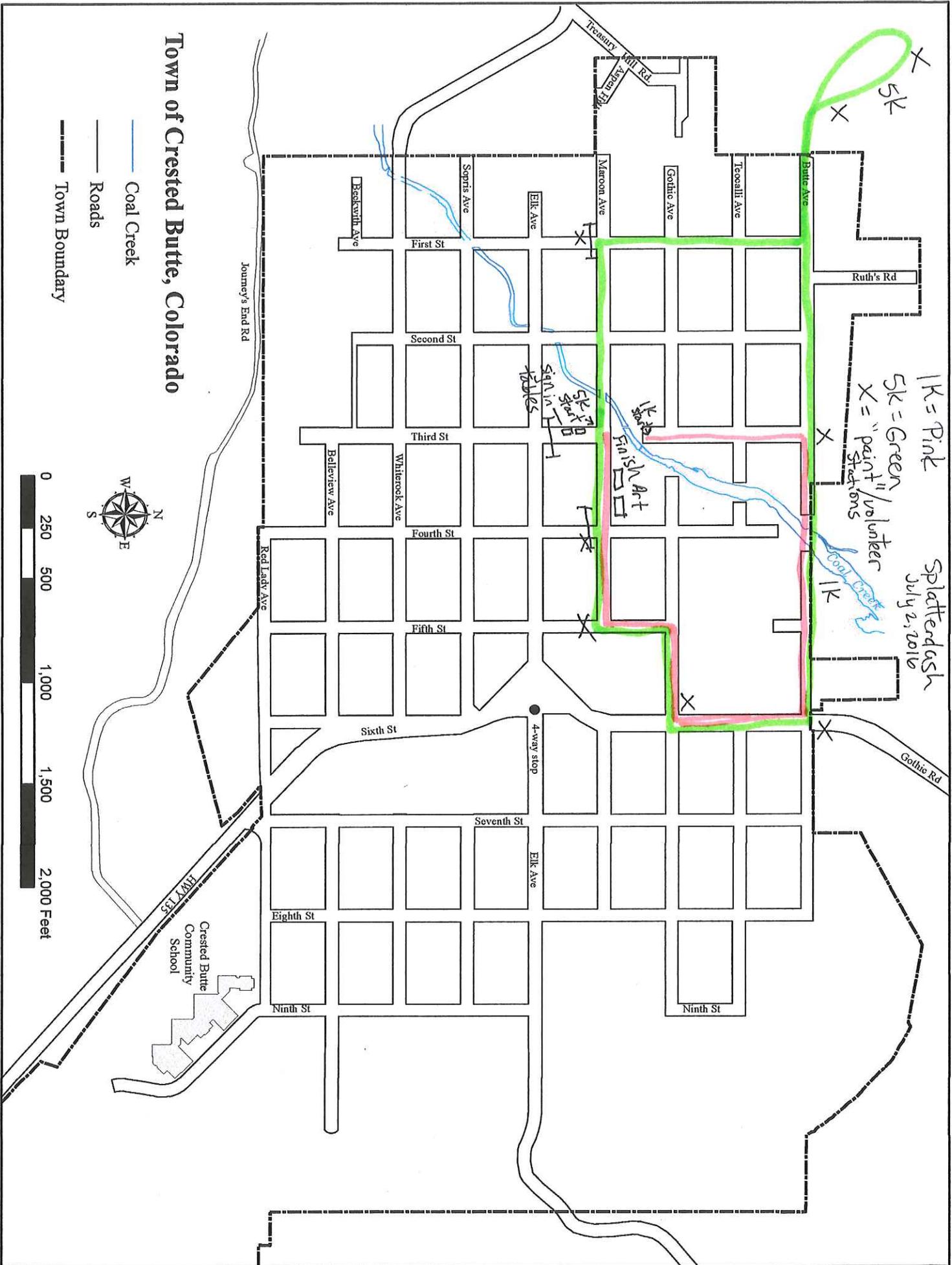
CANCELLATION

Town of Crested Butte PO Box 39 Crested Butte, CO 81224	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Fred Lautenbach/JENN

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Town of Crested Butte, Colorado

-  Coal Creek
-  Roads
-  Town Boundary



SPLATTERDASH (July 2, 2016)

DEPARTMENT APPROVALS (For Official Use Only)

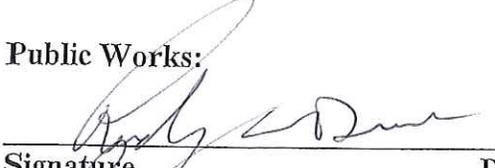
Note: Please clearly state in your comment area what requested services your department will/will not provide for the event.

Marshal's Department :


Signature _____ Date 4/13/16
Name (Printed) Michael Kelly

Conditions/Restrictions/Comments:

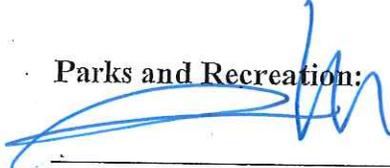
Public Works:


Signature _____ Date 3/24/2016
Name (Printed) Rodney E Dine

Conditions/Restrictions/Comments:

OK will work with Marshal's as needed

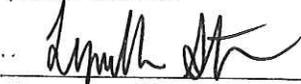
Parks and Recreation:


Signature _____ Date 4/19/16
Name (Printed) Janna Hansen

Conditions/Restrictions/Comments:

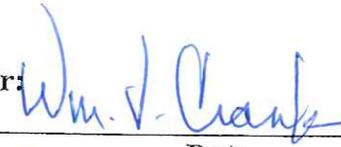
Totem Pole Park is reserved 5am - 12pm Sat - July 2nd

Town Clerk:


Signature _____ Date 4-19-2016
Printed Name (Printed) Lynelle Stanford

Conditions/Restrictions/Comments:

Town Manager:


Signature _____ Date 4-25-16
Printed Name (Printed) Wm. V. Crank

Conditions/Restrictions/Comments:

OK

SPLATTERDASH (July 2, 2016)

Crested Butte Fire Protection District:

[Signature] 4/25/16
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:

Good luck with
your event !!

Mt. Express Bus Service:

[Signature] 3/23/16
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:

Please ask participants to
be aware of bus passenger
exiting buses at the Teucali
bus stop

Official Use Only:

Application Received 3-10-2016 Date Distributed 3-16-2016

Council Date (if applicable) APRIL 4, 2016

Approval Date _____ Method of Approval: Administratively By Town Council

Approval Contingencies Listed in Staff Report from approval sheets

Application fee \$25 Check # 3516 Date Paid 3-10-2016

Permit Fee _____ Check # _____ Date Paid _____

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 _____ Check # _____ Date Paid _____ Date Returned: _____



Staff Report

April 22, 2016

To: Mayor and Town Council

Thru: Bill Crank, Town Manager

From: Rodney E Due, Director of Public Works

Subject: **TENNIS COURTS PARKING AREA PAVING PROJECT 2016**

Attachments: 1. Contract Document

Date: May 2, 2016

Summary: : In the April 15th edition of the Crested Butte News, the Public Works Department published an Invitation for Bid for the Tennis Courts Parking Area Paving Project. The Invitation to Bid was also posted on the Town of Crested Butte web site. Proposals were received by the Public Works Department until 10:30am on Friday, April 22nd, when they were opened and publically read aloud. There were two (2) bids received. The bids were reviewed by the Public Works Department, and Town Manager. The engineering estimate for this project was \$40,000. The Town received proposals from;

- | | |
|----------------------|-------------|
| 1. United Companies | \$29,890.75 |
| 2. Lacy Construction | \$46,456.25 |

BACKGROUND: During the 2015 Budget cycle the Town Council put paving the Tennis Courts parking area as a number one priority. The paving will include 19 parking spaces along Elk Avenue, and create 14 new parking spaces along the West side of the Tennis Courts.

RECOMMENDATION: Staff recommends awarding the Tennis Courts Parking Area Paving Project to United Companies for an amount of \$29890.75 not to exceed \$40,000, and to approve Resolution No.9, series 2016

Proposed Motion: I Move to approve Resolution No. 9, series 2016

RESOLUTION NO. 9

SERIES 2016

RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE AWARD OF THE 2016 TENNIS COURTS PARKING AREA PAVING PROJECT CONTRACT TO OLDCASTLE SW GROUP, INC., DBA UNITED COMPANIES IN AN AMOUNT NOT TO EXCEED \$40,000.00

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

WHEREAS, the Town staff recommends, after conducting a competitive bid process, to award a construction services contract for the Town's 2016 tennis courts parking area paving project (the "**Project**") to Oldcastle SW Group, Inc., dba United Companies (the "**Contractor**");

WHEREAS, following the Town staff recommendation, the Town Council desires to award the construction services contract for the Project to Contractor pursuant to the terms and conditions for the performance of the Project set forth in the contract attached to these Resolutions; 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 award the construction services contract for the Project to Contractor, and in connection therewith, 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 for the construction of the Project with Contractor in an amount not to exceed \$40,000.00 is in the best interest of the Town.

2. **Approval; Authorization**. Based on the foregoing, the Town Council hereby approves the construction services contract with Contractor in substantially the same form as attached hereto as **Exhibit "A"**. Any changes thereto shall be made only following approval by the Town Attorney. The Mayor and Town Manager are hereby authorized to execute said Contract and any associated documentation in connection therewith.

3. **Funding**. Funding for the Project has been provided for by way of the **Street and Alley Fund**.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS 2nd
DAY OF May, 2016.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

Construction Services Documents

[attach here]

**CONTRACT
(Construction Services)**

This CONTRACT is made and entered into this **3rd day of May, 2016**, by and between the **Town of Crested Butte, Colorado**, a Colorado home rule municipality in the County of Gunnison, State of Colorado, hereinafter in the Contract Documents (as defined below) referred to as the "Town" or Owner" and **United Companies**, hereinafter in the Contract Documents referred to as the "Contractor".

WITNESSETH:

WHEREAS, the Town advertised that sealed Bids (as defined in the Contract Documents) would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project (as described by the Contract Documents) and known as the **TENNIS COURTS PARKING AREA PAVING PROJECT 2016**; and

WHEREAS, the Contract has been awarded to the above named Contractor by the Town, and said Contractor is now ready, willing and able to perform the Work (as specified in the Notice of Award (as defined in the Contract Documents), in accordance with the Contract Documents.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

**ARTICLE 1
CONTRACT DOCUMENTS**

It is agreed by the parties hereto that the following list of instruments, drawings and documents which are attached, bound and incorporated herein and therein constitute and shall be referred to either as the "Contract Documents" or the "Contract," the same being mutually synonymous as the circumstances may provide, and all of said instruments, drawings and documents taken together as a whole constitute a complete contract between the parties hereto.

- Notice of Award
- Contract
- Notice to Proceed
- Project General Requirements
- Instruction to Bidders
- Performance Bond
- Payment Bond
- Other bid documentation

Notwithstanding anything contained in any of the Contract Documents to the contrary, in the event of any conflict or inconsistency among any of the foregoing Contract Documents, such conflict shall be resolved in the following order of precedence: (i) Contract; (ii) General Requirements; (iii) Instruction to Bidders; (iv) Notice of Award; and (v) any other Bid (as defined in the Contract Documents) documentation.

ARTICLE 2
DEFINITIONS

The definitions provided in the “General Requirements” apply to the terms used in the Contract and all the Contract Documents.

ARTICLE 3
WORK

The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Work (as described, set forth, shown and included in the Contract Documents and as indicated in the Notice of Award).

ARTICLE 4
TERMINATION; SUSPENSION

(A) The Town may terminate this Contract, with or without cause, for any reason or no reason, upon advance written notice to Contractor. Contractor shall immediately cease performance of the Work upon receipt of written notice of termination from the Town. Contractor may terminate this Contract if and only upon the occurrence of a Town Default (as defined herein below). Upon termination of this Contract, Contractor shall promptly deliver to the Town any completed or partially completed Work and associated work product, and any copies thereof. In no event shall Contractor be entitled to damages for lost profits, lost opportunity, lost income or consequential damages caused by termination of this Contract.

(B) The Town shall have the right to suspend the Work, in whole or in part, at any time upon delivery of written notice to Contractor. In such a case, Contractor shall be entitled to compensation for Work actually performed in an acceptable form as set forth in this Contract prior to receipt of notice of such suspension.

ARTICLE 5
DEFAULT

Each of the following events shall constitute a material breach and a default (“Default”) under this Contract and shall allow a party, as applicable, to seek the remedies under this Contract: (a) the Town’s failure to timely pay any undisputed amount due to Contractor in accordance with this Contract which is not cured within thirty (30) days following notice of said failure; (b) a material breach of any representation or warranty under this Contract by either party, provided that such failure is not cured within the time frames, if any, set forth in this Contract or within thirty (30) days of receipt of notice of said breach if no specific time to cure is specified; and (c) failure of a party to timely observe or perform any other material covenant, agreement, obligation, term or condition required to be observed or performed under this Contract which is not cured within thirty (30) days following receipt of written notice of such failure.

ARTICLE 6
REMEDIES

Upon the occurrence of a Default by Town, Contractor may, at its option, elect to recover actual amounts owed by the Town to Contractor accruing on or before the date of termination, or terminate this Agreement and recover actual damages due to the Default of Town. Upon the occurrence of a Default of Contractor, the Town shall have one or more of the following remedies (a) recover damages due to the Default of Contractor including expenses, attorneys' fees and costs; (b) terminate this Agreement; and/or (c) if the Default relates to faulty performance, receive a refund of amounts paid for such faulty performance. The foregoing remedies shall, as applicable, survive the termination of this Contract.

ARTICLE 7
INDEMNIFICATION

(A) Contractor shall defend, indemnify and hold harmless Town from and against any and all claims, suits, liabilities, costs, expenses, attorneys' fees or damages (collectively "Claims") respecting property, including loss of use thereof, injuries to persons, including death, and from any other Claims on account of the acts or omissions of Contractor, or any of its subcontractors, suppliers, material men, officers, agents, employees or servants. Contractor's obligation hereunder shall not be limited by the provisions of any workers' compensation act or similar statute.

(B) Contractor shall defend, indemnify and hold harmless the Town from and against any and all Claims suffered or incurred on account of any breach by Contractor of any other covenant or agreement set forth in this Contract.

(C) The foregoing obligations shall survive the termination of this Contract.

ARTICLE 8
GENERAL WARRANTIES

(A) Contractor represents and warrants that it is duly qualified to do business and is in good standing in the locations in which the Work will be performed.

(B) Each party has full power and authority to execute, deliver and perform its obligations under this Contract.

(C) Each party represents and warrants that it will comply with all applicable laws, ordinances, rules, regulations or orders issued by any public or governmental agency, body or authority, whether Federal, state, local or otherwise, and has obtained all applicable permits and licenses required of such party in connection with its obligations under this Contract.

The warranties and representations set forth in this Section shall survive the termination of this Contract.

ARTICLE 9
PERFORMANCE WARRANTIES

Contractor represents and warrants that the Work will be performed: (a) in a diligent, professional and workmanlike manner in accordance with the highest applicable industry standards; (b) in accordance with this Contract; (c) where all Work and materials provided in connection therewith shall be new, of good quality and workmanship, without defects, patent or latent, and will conform to the requirements of the Contract and applicable industry standards; and (d) by highly experienced and qualified personnel. The warranties and representations set forth in this Section shall survive the termination of this Contract.

ARTICLE 10
CONTRACT PRICE; PAYMENT

(A) The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in this Contract and the Contract Documents, the sum of **Twenty Nine Thousand Eight hundred Ninety Dollars and Seventy Five Cents (\$29,890.75)**. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Town at the unit prices quoted in the Bid Form (as defined in the Contract Documents).

(B) The amount of the Contract Price is and has heretofore been appropriated by the Town Council of the Town for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order (as defined in the Contract Documents) or other written directive of the Town. The Town shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Town provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made. Written assurance shall be provided in the form of a letter executed by the Project Manager and certified by the Director of Finance.

(C) Unless otherwise provided in any Special Conditions (as defined in the Contract Documents), monthly partial payments shall be made as the Work progresses. Applications for partial and Final Payment (as defined in the Contract Documents) shall be prepared by the Contractor and approved by the Town in accordance with the General Requirements.

(D) The Town may delay payment of an invoice until it can verify the accuracy of the same, obtain releases or waivers with respect to work covered in said invoice (and with respect to Colo. Rev. Stat. Article 26 of Title 38, if applicable), or resolve a dispute with Contractor regarding an invoice.

(E) Contractor shall at all times maintain an appropriate system of accounting records, together with supporting documentation for all Work, purchases, materials and billings in connection with the Work performed under the Contract. Contractor shall make available for audit and reproduction by the Town all records, in whatever form, related to the Work. Contractor shall provide such availability at all reasonable times and for five (5) years after final payment. Contractor shall refund to the Town any charges inconsistent with this Contract.

ARTICLE 11
INSURANCE

Contractor shall, at its expense, procure and maintain during the performance of the Work hereunder, the following insurance: (a) worker's compensation as required by applicable worker's compensation laws; (b) employer's liability insurance with a limit of not less than \$100,000 for each accident and \$100,000 per employee for bodily injury by disease, with an aggregate limit of \$500,000 per disease; (c) commercial general liability insurance covering all operations of Contractor. Coverage shall include automobile liability (owned, hired and non-owned) operations, property damage, and personal injury with a single limit of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate; and (d) builder's risk and installation floater coverage in amounts no less than the insurable value of the Work to be performed as apportioned appropriately between said coverages. All insurance shall be provided by financially responsible insurance carriers authorized to do business in the State of Colorado. The Town, its employees, officers, elected, attorneys, insurers and insurance pools shall be listed as additional insureds under Contractor's commercial general liability policy, and Contractor shall require its insurance carrier to waive all rights of subrogation against the Town. The general liability insurance shall include coverage for contractual liability, products and completed operations, and the coverage afforded the Town, its employees, officers, elected, attorneys, insurers and insurance pools shall also include coverage for contractual liability, products and completed operations. All required insurance policies, except workers' compensation and employer's liability, shall be endorsed to be primary and non-contributory to any insurance otherwise carried by Contractor and the Town with respect to the Work. Such insurance shall not be modified, permitted to lapse or canceled without written notice to the Town from such insurer, via certified mail thirty (30) days in advance of such modification, expiration or cancellation. In the event of such cancellation notice, Contractor, at its sole costs and expense, shall obtain replacement insurance coverage from other insurance companies prior to the cancellation of the original insurance coverage. Contractor shall require all authorized subcontractors, agents or otherwise involved in the Work to carry insurance coverage equal to that described above.

ARTICLE 12
INDEPENDANT CONTRACTOR

Contractor shall be an independent contractor, and not an employee of Town, within the meaning of all federal, State and local laws and regulations governing employment insurance, workers' compensation, industrial accident, labor and taxes. The Town shall not be liable for employment or withholding taxes respecting Contractor or any employee of Contractor. **CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE OR WORKERS' COMPENSATION BENEFITS AS A RESULT OF PERFORMANCE OF THE WORK FOR THE TOWN. CONTRACTOR IS REQUIRED TO PROVIDE WORKERS' COMPENSATION AND UNEMPLOYMENT INSURANCE BENEFITS FOR ITS EMPLOYEES AND/OR SUBCONTRACTORS. CONTRACTOR IS SOLELY LIABLE FOR ANY FEDERAL AND STATE INCOME AND WITHHOLDING TAXES, UNEMPLOYMENT TAXES, FICA TAXES AND WORKERS' COMPENSATION PAYMENTS AND PREMIUMS APPLICABLE TO THIS CONTRACTOR OR ANY WORK PROVIDED. CONTRACTOR SHALL INDEMNIFY THE TOWN FOR ANY LIABILITY RESULTING FROM NONPAYMENT OF SUCH TAXES AND SUMS.**

ARTICLE 13
NO LIENS

Contractor shall keep the property that is the subject of the Work free from any liens and claims arising out of the Work. Contractor shall be responsible for the satisfaction or payment of any liens filed or placed of record against Town's property that arise from the performance of the Work by any contractor, subcontractor, supplier or material man. Should any such lien or claim of lien be filed against the Town's property, Contractor shall cause the same to canceled and discharged of record by bond or otherwise within ten (10) days after notice of the filing thereof. Should Contractor fail to discharge such lien within such ten (10)-day period, then the Town may discharge the same, in which event Contractor shall reimburse the Town, on demand, for the amount of the lien or the amount of the bond, if greater, plus all costs and expenses incurred by the Town in connection therewith, inclusive of reasonable attorneys' fees and costs.

ARTICLE 14
BONDS

The Contractor shall furnish currently herewith the Bonds required by the Contract Documents. The Performance Bond shall be in an amount not less than one hundred percent (100%) of the Contract Price set forth in Article 9. The Payment Bond shall be in an amount not less than one hundred (100%) of the Contract Price set forth in Article 9. Bonds shall be made in multiples of \$1,000.00. Such Bonds shall remain in effect, and shall be renewed by Contractor as necessary, until released by the Town, but in any case within two (2) years of the final completion of the Work. The Town may use the Bonds, or any funds realized therefrom, for their stated purposes, including, without limitation, for the purposes of causing the Work to be completed, causing corrections to any defects therein or associated therewith and/or curing any Contractor breach under this Contract Documents, including, without limitation, the payment of any costs and expenses incurred in connection therewith (inclusive of attorneys' fees and costs).

ARTICLE 15
NO ASSIGNMENT

Contractor may not, without the Town's prior written approval, voluntarily or involuntarily assign, convey, transfer, pledge, mortgage or otherwise encumber all or any portion of its right or interests in this Contract. Any such unpermitted assignment shall be void ab initio.

ARTICLE 16
BINDING EFFECT

This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

ARTICLE 17
NO WAIVER

No waiver by any party of any right or remedy under this Contract shall be deemed to be a waiver of any other or subsequent right or remedy under this Contract. No waiver of any term, covenant or condition of this Contract shall be valid unless affirmed in writing.

ARTICLE 18
GOVERNING LAW

This Contract shall be governed and construed in accordance with the laws of the State of Colorado without regard to choice of law rules. Litigation respecting the terms or enforcement of this Contract shall only be brought in District Court for Gunnison County, State of Colorado.

ARTICLE 19
SEVERABILITY

If any term or provision of this Contract, the deletion of which would not adversely affect the receipt of any material benefit by either party hereunder, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby and each other term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE 20
NO WAIVER

This Contract, including all of the Contract Documents, constitutes the entire and exclusive agreement between the parties relating to the specific matters covered in this Contract. This Contract may be altered, amended or revoked only by an instrument in writing signed by each party hereto and specifically referring to this section.

ARTICLE 21
SURVIVAL

Any rights or remedies, and all covenants, conditions, representations, warranties and agreements contained in this Contract of an ongoing nature shall survive the expiration or earlier termination of this Contract. Any provisions that are expressly stated to survive the expiration or termination of this Contract shall be enforced accordingly.

ARTICLE 22
PREVAILING PARTY

In the event of any litigation arising from or related to the Work provided under this Contract, the prevailing party will be entitled to recovery of all reasonable costs incurred, including, without limitation, staff time, court costs, attorneys' fees and other related expenses.

ARTICLE 23
IMMIGRATION COMPLIANCE

Contractor certifies that it has complied, and during the term of this Contract will continue to comply, with the Immigration Reform and Control Act of 1986. The signature of Contractor on this Contract: (1) certifies that Contractor is not a natural person unlawfully present in the United States; and (2) also certifies the statements below if this is a public contract for services as defined in Colo. Rev. Stat. § 8-17.5-101, et seq., and Contractor utilizes subcontractors or employees in Contractor's business. Contractor shall not: (a) knowingly employ or contract with an illegal alien to perform work under this Contract; or (b) 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 has confirmed

the employment eligibility of all employees and subcontractors who are newly hired for employment to perform work under this Contract through participation in either the e-verify program or the department program (as defined in Colo. Rev. Stat. § 8-17.5-101, et seq.). Contractor may not use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed. If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall: (i) notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to sub-subparagraph (a) of this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to state law. Contractor acknowledges that in the event Contractor violates any of the provisions of the foregoing the Town may terminate this Contract for breach of contract. No notice need be given of said termination. If this Contract is so terminated, Contractor shall be liable for actual and consequential damages to the Town.

ARTICLE 24 OSHA COMPLIANCE

Contractor shall follow reasonable safety and occupational health measures in performance of this Contract. Contractor shall comply with all federal, state and local laws applicable to safety and occupational health. Further, Contractor must comply with safety and occupational health standards, specifications, reporting and any other relevant requirements. Contractor will follow all of the Town's security procedures. Contractor is required to check in with the Town's security personnel at each location, where applicable. Contractor is required to display appropriate identification at all times while on the Town's premises. Contractor will notify the Town's security personnel in advance of any anticipated third-party deliveries and will provide the name of the delivery person and the approximate time of arrival.

ARTICLE 25 NONDISCRIMINATION

Contractor expressly agrees not to discriminate against any employee, applicant for employment, or potential subcontractor or supplier because of race, color, religion, age, national origin, gender, sexual orientation, military status, marital status, or disability. Contractor shall comply with all applicable local, state and federal laws with regard to equal employment opportunity.

ARTICLE 26 GOVERNMENTAL IMMUNITY

The parties understand and agree that the Town is relying upon, and has not waived, the monetary limitations of \$150,000.00 per person, \$600,000.00 per occurrence, and all other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as it may be amended from time to time.

ARTICLE 27
COUNTERPARTS; TELECOPY

This Contract may be executed in multiple counterparts, each of which, when taken together, shall constitute a single agreement. Telecopies shall be deemed to be originals.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Contract to be properly executed by their duly authorized representatives effective as of the date first written above.

THE TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Town Manager

ATTEST:

SEAL:

By: _____
Lynelle Stanford, Town Clerk

CONTRACTOR

By:

Name: _____

Title: _____



To: Mayor Michel and Town Council

From: Michael Yerman, Town Planner

Thru: Bill Crank, Town Manager

Subject: **Award of Avalanche Park Campground Civil and Transportation Engineering Study -JVA**

Date: May 2, 2016

Background:

The Council passed the Parks sales tax budget amendment earlier this year which included funding for the initial planning efforts for the implementation of the Avalanche Campground. The Town had a concept plan and market feasibility study completed in 2012. Since this time, the Council has expressed the desire to see this project proceed.

The biggest issue with the campground site is the access off SR 135. A CDOT access permit will be required prior to this project proceeding. The construction of a new access could have large financial impacts on the project. Also the current access has issues with sight lines because of the hill to the north.

The purpose of the study is to give the Town options on how the existing or possibly a new access will function with the concept plan. The number of campsites will determine how the access would need to be handled. The study will prepare the Town to submit an access permit with CDOT when the Town elects to file a development application to proceed with the campground. The study will also provide updated cost estimates for utilities, camp sites, restroom facilities, and provide the town with a preliminary access design. These cost estimates will allow the Council to make a decision on how to proceed with the implementation of the campground during the 2017 budget discussion this fall.

This study does not include construction documents that will be required to obtain a notice to proceed with CDOT if access upgrades are required.

Recommendation:

Staff recommends the Town Council approves Resolution 10, Series 2016, for the Consulting Services Agreement with JVA for the preparation of Avalanche Park Campground Civil and Transportation Engineering Study in an amount not to exceed \$15,000.

RESOLUTION NO. 10

SERIES 2016

RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE CONSULTING SERVICES AGREEMENT WITH JVA, INCORPORATED FOR THE PERFORMANCE OF THE AVALANCHE PARK CAMPGROUND CIVIL AND TRANSPORTATION ENGINEERING DUE DILIGENCE STUDY

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

WHEREAS, the Town staff recommends that the Town enter into a consulting services agreement with JVA, Incorporated (the "**Consultant**") for the Consultant's performance of the Avalanche Park Campground civil and transportation engineering due diligence study (the "**Project**");

WHEREAS, following the Town staff's recommendation, the Town Council desires to enter into a consulting services agreement with Consultant for the Consultant's performance of consulting services for the Town in connection with the Project; and

WHEREAS, the Town Council hereby finds that it is in the best interest of the health, safety and general welfare of the citizens and visitors of the Crested Butte to enter into a consulting services agreement with Consultant for the above-stated purposes, and in connection therewith, adopt and execute the consulting services agreement 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 the consulting services agreement with Consultant for the Consultant's performance of certain consulting services for the Town in connection with Project is in the best interest of the Town, its residents and visitors.

2. **Approval; Authorization of Town Manager**. Based on the foregoing, the Town Council hereby approves the consulting services agreement with Contractor in substantially the same form as attached hereto as **Exhibit "A"** (the "**Agreement**"). The Town Manager is hereby authorized to execute the Agreement.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS ____ DAY OF _____, 2016.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT “A”

Consulting Services Agreement

[attach form here]

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (this "Agreement") is made this ____ day of _____, 20__ by and between the **TOWN OF CRESTED BUTTE**, a Colorado home rule municipality (the "Town") with an address of 507 Maroon Avenue, P.O. Box 39, Crested Butte, CO 81224 and **JVA, INCORPORATED**, a Colorado corporation ("Consultants") with an address of 1319 Spruce Street, Boulder, CO 80302.

RECITALS:

A. The Town desires to obtain engineering and related services from Consultant in connection with the Avalanche Park Campground civil and transportation engineering due diligence study project (the "Project").

B. The Consultants provide professional consulting services to the public and are fully qualified to perform the consulting services needed by the Town in connection with the Project.

AGREEMENT:

NOW, THEREFORE, in consideration of the promises and obligations set forth below, the Town and the Consultants agree as follows:

I. SCOPE OF SERVICES

A. General.

The Consultants shall serve as the Town's professional, consultants, advisors and representatives in connection with the Project and shall consult with and advise the Town as it reasonably requires during the term of this Agreement.

B. Specific Duties and Responsibilities.

In connection with the Project, the Consultants shall undertake the duties and responsibilities and provide the services described in Appendix "A" captioned "Scope of Work" which is attached hereto and made a part hereof.

C. Extra Services.

Upon the express written request of the Town, the Consultants shall perform services beyond the scope of the duties and responsibilities described in Appendix "A." The Consultants shall charge the Town for such extra services, if any, in accordance with the provisions of Subsection IV.B.

D. Documents.

All work notes, reports, documents, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys or any other materials developed specifically for the Project are and shall remain the sole and exclusive property of the Town. The Consultants, upon request by the Town, agree to provide documents or any other materials developed specifically for the Project in an electronically editable format (for example, Word or WordPerfect). The Consultants shall not provide copies of any material prepared under this Agreement to any other party without the prior written consent of the Town.

II. COOPERATION BY THE TOWN

The Town will thoroughly and as expeditiously as reasonably possible consider all reports, sketches, drawings, specifications, proposals and other documents prepared by the Consultants, and it shall inform the Consultants of all decisions that it has made which would affect the Consultants' work under this Agreement as soon as reasonably feasible. The Town will inform the Consultants of any pending change or revision to the Project as soon as reasonably feasible. The Town will provide the Consultants with current updated plans, if any, for the Project as soon as reasonably feasible after they are produced.

III. SCHEDULE

The Town shall advise the Consultants in writing of the schedule required for Consultants' performance of the Services as soon as feasible, and the Consultants shall thereafter work in good faith to accommodate the Town's schedule. The Consultants shall provide their services at such times as are necessary in order to promote the smooth progress of the Project.

IV. AMOUNT OF PAYMENTS TO CONSULTANTS

A. Aggregate Limits.

Unless services in addition to those specified in Section I are subsequently agreed upon in writing, the total amount paid by the Town to the Consultants pursuant to this Agreement shall not exceed the sums set forth in Appendix "A."

B. Specific Charges.

The Consultant's primary employees who will work on the Project and their billing rates are set forth Appendix "A," which is attached hereto and made a part hereof. Except where a lump sum is otherwise contemplated in Appendix "A," the Town will pay the Consultants on the basis of their time and direct expenses incurred in order to provide the services required by this Agreement, including where additional or extra services are required.

1. The charge for time shall consist of the hourly rates for the Consultants' employees multiplied by the number of hours and parts of hours each such employee works directly on the Project. The time each such employee must spend traveling in order to provide the services required by this Agreement will be charged in the same way as his or her other time spent working on the Project. It is understood by the parties that the rates include a surcharge intended to cover profit and overhead, including, but not limited to, taxes, employee benefits, administrative support staff and supplies, office rent and utilities, and insurance.

2. Direct expenses incurred by the Consultants in connection with the Project shall be charged to the Town on the basis of the expenses actually incurred by the Consultants, without any additional surcharge added by the Consultants. Such direct expenses shall include printing costs and long-distance telephone charges. Any direct or indirect expenses incurred by the Consultants while working on the Project that are in common with work on other projects for other clients shall be prorated among all those clients according to the benefit derived by each client. The Town shall not pay for the expense of the Consultants' owned or hired automobiles used in the connection with the Project, which shall be considered a part of the Consultants' hourly rates.

C. Inspection of Records.

Upon reasonable, advance request, the Town may inspect and copy any or all records of the Consultants which would bear on any amounts charged to the Town pursuant to this Agreement.

V. TIME OF PAYMENTS TO CONSULTANTS

The Consultants shall bill their charges to the Town periodically, but no more frequently than once a month. Each bill shall contain a statement of the time that the primary employees spent on the Project since the previous bill, a brief description of the services provided by each such employee and an itemization of direct expenses for each task.

VI. QUALIFICATIONS ON OBLIGATIONS TO PAY

Notwithstanding any other terms of this Agreement, the Town may withhold any payment (whether a progress payment or final payment) to the Consultants if any one or more of the following conditions exists:

A. The Consultants are in default of any of their obligations under this Agreement.

B. Any part of such payment is attributable to services that are not performed according to this Agreement (the Town will pay for any part thereof attributable to services performed according to this Agreement).

C. The Consultants have failed to make payments promptly to any third parties used in the services, if any, for which the Town has made payment to the Consultants.

D. The Town, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Project or any task according to this Agreement. In such case, no additional payments will be due to the Consultants until the Consultants, at their sole cost, perform a sufficient portion of the Project or task so that the Town determines that the compensation then remaining unpaid is sufficient to complete the Project or task.

E. No partial payment shall be final acceptance or approval of that part of the Project or task paid for, or shall relieve the Consultants of any of their obligations under this Agreement.

VII. CONSULTANTS' DUTIES

A. Abilities, Qualifications, Experience and Best Efforts.

Notwithstanding anything to the contrary contained in this Agreement, the Town and the Consultants agree and acknowledge that the Town enters into this Agreement relying on the special and unique professional abilities of the Consultants to accomplish the Project. The Consultants accept the relationship of trust and confidence established between them and the Town by this Agreement. The Consultants covenant with the Town to use their best efforts. The Consultants shall further the interests of the Town according to the Town's requirements and procedures, according to the highest professional standards and in compliance with all applicable national, federal, state, municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction.

B. No Conflicts.

The Consultants represent, covenant, and agree that they have and will undertake no obligations, commitments or impediments of any kind that will limit or prevent them from the timely completion of the Project, loyally and strictly according to the best interests of the Town. In case of any conflict between interests of the Town and any other entity, the Consultant shall fully and immediately disclose the issue to the Town and shall take no action contrary to the Town's interests.

C. Limitation on Public Statements and Lobbying Activity.

Consultants are retained to provide information and advice to the Town that includes confidential data, work product and other privileged or confidential information that is protected under pertinent laws and Town policies. In order to maintain the fact and appearance of absolute objectivity, loyalty and professionalism, Consultants shall not, without the prior written consent of the Town, do any of the following:

1. Disclose at any time information obtained as a result of this contractual relationship to any third party;
2. Lobby any Town agency on any pending matter while they are under contract to the Town;
3. Make any public statements or appear at any time to give testimony at any public meeting on the subject matters with regard to which Consultant is or was retained by the Town.

To the extent that the Town provides written consent for the disclosure of information or authorizes the making of public statements, the Town may impose such conditions upon such disclosure or communications as it thinks appropriate, and Consultants agree to comply with those conditions. This provision shall not preclude Consultants from providing information to law enforcement officials in connection with any criminal justice investigation.

D. Quality of Services.

The Consultants represent, covenant and agree that all of the services that they will furnish under this Agreement shall be of at least the standard and quality prevailing among highly competent professionals who perform work of a similar nature to the work described in this Agreement.

E. Accuracy of Work.

The Consultants represent, covenant, and agree that its work will be accurate and free from any material errors. The Consultants additionally represent, covenant, and agree that the planning for the Project will conform to all foreseeable uses thereof. Town approval shall not diminish or release the Consultants' duties, since the Town is ultimately relying upon the Consultants' skill and knowledge.

F. Duty to Warn.

The Consultants agree to call to the Town's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures and other data supplied to the Consultants (by the Town or any other party) that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, Consultants shall not independently verify the validity, completeness or accuracy of such information unless otherwise expressly engaged to do so by the Town. Nothing shall detract from this obligation unless the Consultants advise the Town in writing that such data may be unsuitable, improper or inaccurate and the Town nevertheless confirms in writing that it wishes the Consultants to proceed according to the data as originally given.

G. Attendance at Meetings.

The Consultants shall attend such meetings on the work required by this Agreement as the Town requires. The Town will give reasonable notice of any such requirement so that the Consultants may schedule and attend.

H. Efficiency.

The Consultants represent, covenant and agree to furnish efficient business administration and superintendence and perform the services required by this Agreement in the best, most expeditious and most economical manner consistent with the interests of the Town.

I. Books and Records.

The Consultants shall keep their books and records for the Project and reimbursable expenses according to recognized accounting principles and practices, consistently applied. The Consultants shall make them available for the Town's inspection at all reasonable times. The Consultants shall retain such books and records for at least three years after completion of the Project.

J. Payment of Bills.

The Consultants shall promptly pay all bills for labor and material performed and furnished by others in performance of the Project.

VIII. TERMINATION

A. Termination for Breach.

This Agreement may be terminated by either party for a material breach of this Agreement by the other party not caused by any action or omission of the terminating party by giving the other party written notice at least three days in advance of the termination date. The termination notice shall specify in reasonable detail each such material breach. In the event of such termination by either party, the Consultants shall promptly deliver to the Town all drawings, computer programs, computer input and output, analysis, plans, photographic images, tests, maps, surveys, and written materials of any kind generated in the performance of services under this Agreement up to and including the date of termination. If this Agreement is so terminated by the Consultants, they will be paid for all services rendered up to the date of termination, except as set forth in Section VI above. If this Agreement is so terminated by the Town, the Consultants will be paid for all services rendered to the date of termination, except those services which, in the Town's judgment, constituted the grounds, in whole or in part, of the notice of termination, and except as set forth in Section VI, above. Upon such payment, all obligations of the Town to the Consultants under this Agreement shall cease.

B. Termination for Convenience.

In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving the Consultants written notice at least seven days in advance of the termination date. In the event of such termination, the Consultants will be paid for all services rendered to the date of termination, except as set forth in Section VI, above, and upon such payment, all obligations of the Town to the Consultants under this Agreement shall cease. Furthermore, in the event of such termination, the Consultants shall promptly deliver to the Town all drawings, computer programs, computer input and output, plans, photographic images, analyses, test, maps, surveys, and written materials of any kind generated in the performance of their services under this Agreement up to and including the date of termination.

IX. SUSPENSION

Without terminating this Agreement or breaching its obligations hereunder, the Town may, at its pleasure, suspend the services of the Consultants hereunder. Such suspension may be accomplished by giving the Consultants written notice one day in advance of the suspension date. Upon receipt of such notice, the Consultants shall cease their work in as efficient a manner as possible so as to keep their total charges to the Town for services under this Agreement to the minimum. No work shall be performed during such suspension except with specific prior authorization by the Project Manager. The Town recognizes that suspension and subsequent reactivation may inconvenience the Consultants and will endeavor to provide advance notice and minimize its use. After a suspension has been in effect for thirty days, the Consultants may terminate this Agreement at will.

X. LAWS TO BE OBSERVED

The Consultants shall be cognizant of all federal and state laws and local ordinances and regulations which in any manner affect those engaged or employed in the work or which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction over the same, and shall defend, at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall defend, protect and indemnify the Town against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by itself, its subcontractors, agents, or employees.

XI. PERMITS AND LICENSES

The Consultants shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of their services under this Agreement.

XII. PATENTED DEVICES, MATERIALS AND PROCESSES

The Consultants shall hold and save harmless the Town from any and all claims for infringement, by reason of the use of any patented design, device, material, process, or trademark or copyright and shall indemnify the Town for any costs, expenses, and damages, including court costs and attorneys' fees, which it might be obligated to pay by reason of infringement at any time during the prosecution or after completion of their services under this Agreement.

XIII. TABOR; COLORADO CONSTITUTION, ARTICLE X, SECTION 20

Notwithstanding other provisions in this Agreement to the contrary, the Parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution ("TABOR").

- A. The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement.
- B. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the parties are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the parties' current fiscal period ending upon the next succeeding December 31.
- C. Financial obligations of the parties payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with ordinances and resolutions of the responsible party and other applicable law.

XIV. INDEPENDENT CONTRACTOR

The relationship between the Consultants and the Town is that of an independent contractor. The Consultants shall supply all personnel, equipment, materials and supplies at their own expense, except as specifically set forth herein. The Consultants shall not be deemed to be, nor shall they represent themselves as, employees, partners, or joint venturers of the Town. No employee or officer of the Town shall supervise the Consultants. The Consultants are not entitled to workers' compensation benefits and are obligated to directly pay federal and state income tax on money earned under this Agreement.

XV. INDEMNIFICATION

The Consultants shall be responsible for all damages to persons or property caused by them, their agents, subcontractors, employees or representatives which may arise from their negligent or wrongful performance of this Agreement, and shall indemnify, hold harmless, and defend the Town and its officers, agents and employees from any claim or action brought by reason thereof. As part of this obligation, the Consultants shall compensate the Town for the time, if any, spent by its counsel in connection with such claims or actions at the rates generally

prevailing among private practitioners in the Town of Crested Butte for similar services. The Consultants' obligation to indemnify the Town as set forth in this Agreement shall survive the termination or expiration of this Agreement. In addition, the Parties acknowledge that all such liabilities, claims and demands made by third parties shall be subject to any notice requirements, defenses, immunities, and limitations of liability that the Town and its officers, directors and employees may have under the Colorado Governmental Immunity Act and under any other law.

XVI. INSURANCE

A. The Consultants agree to procure and maintain in force during the terms of this Agreement, at its own cost, the following minimum coverages:

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

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

- 3. Professional Liability (errors and omissions)
 - a) Each Claim/Loss: \$1,000,000
 - b) Aggregate: \$1,000,000

The Town of Crested Butte may require that this coverage remain in place for one year after the project is complete.

- 4. Commercial Automobile Liability Limits
 - a) Bodily Injury & Property Damage Combined Single Limit \$1,000,000
 - b) Medical Payments per person \$ 5,000
 - c) Uninsured/Underinsured Motorist \$ 100,000

Coverage is to be provided on Business Auto, Garage, or Truckers form. Coverage provided should be at least as broad as found in ISO form CA0001 (BAP), CA0005 (Garage) or CA0012 (Trucker) including coverage for owned, non-owned, & hired autos.

B. Coverage.

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

C. Additional Insureds.

All Insurance policies (except Workers Compensation and Professional Liability) shall include Town of the Town of Crested Butte and its elected officials and employees as additional insureds as their interests may appear. The additional insured endorsement should be at least as broad as ISO form CG2010 for General Liability coverage and similar forms for Commercial Auto and Umbrella Liability.

D. Automobile Coverage.

Automobile insurance shall, without limitation, cover all automobiles used in performing any services under this Agreement.

E. Claims-Made Policies.

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

F. The Consultants shall not cancel, materially change, or fail to renew required insurance coverages. The Consultants shall notify the Project Manager of any material reduction or exhaustion of aggregate limits. Should the Consultants fail to immediately procure other insurance, as specified, to substitute for any policy canceled before final payment to the

Consultants, the Town may procure such insurance and deduct its cost from any sum due to the Consultants under this Agreement.

G. Certificates.

Certificates showing that the Consultants are carrying the above-described insurance, and the status of the additional insureds, shall be furnished to the Town prior to the execution of this Agreement by the Town. Consultant, or Consultant's insurance broker, shall notify the Town of any cancellation or reduction in coverage or limits of any insurance within seven (7) days of receipt of insurer's notification to that effect. The Consultants shall forthwith obtain and submit proof of substitute insurance in the event of expiration or cancellation of coverage.

H. Non-Waiver.

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

XVII. PROHIBITIONS ON PUBLIC CONTRACTS FOR SERVICES

The Consultants certify that it shall comply with the provisions of section 8-17.5-101 *et seq.*, C.R.S. The Consultants shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to the Consultants that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

The Consultants represent, warrant, and agree (i) that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify or the Department Program; (ii) that the Consultants are prohibited from using either the E-Verify Program or the Department Program procedures to undertake preemployment screening of job applicants while services under this Agreement are being performed; and (iii) if the Consultants obtain actual knowledge that a subcontractor performing work under this Agreement for services knowingly employs or contracts with an illegal alien, the Consultants shall be required to:

a) Notify the subcontractor and the Town within three days that the Consultants has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

b) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to 8-17.5-102(2)(b)(III)(A) the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultants shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information

to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The Consultants further agree that it shall comply with all reasonable requests made in the course of an investigation under section 8-17.5-102(5), C.R.S. by the Colorado Department of Labor and Employment. If the Consultants fail to comply with any requirement of this provision or section 8-17.5-101 et seq., C.R.S. the Town may terminate this Agreement for breach and the Consultants shall be liable for actual and consequential damages to the Town.

XVIII. INTEGRATION

This document constitutes the entire agreement between the Town and the Consultants and incorporates all prior verbal and written communications between the parties concerning the subject matter included herein.

XIX. NO ASSIGNMENT

Neither party shall assign, sublet, or transfer any interest in this Agreement without the written consent of the other.

XX. AMENDMENT IN WRITING

No amendment or modification shall be made to this Agreement unless it is in writing and signed by both parties.

XXI. GOVERNING LAW AND VENUE

This Agreement is governed by the laws of the State of Colorado. Any suit between the parties arising under this Agreement shall be brought only in a court of competent jurisdiction for the County of Gunnison, State of Colorado.

XXII. NO THIRD PARTY BENEFICIARIES

The parties intend no third party beneficiaries under this Agreement. Any person other than the Town or the Consultants receiving services or benefits under this Agreement is an incidental beneficiary only.

XXIII. NO WAIVER

No waiver of any breach or default under this Agreement shall be a waiver of any other or later breach of default.

XXIV. AUTHORITY

Consultants warrant that the individual executing this Agreement is properly authorized to bind the Consultants to this Agreement.

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

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

CONSULTANTS:

JVA, INCORPORATED

By: _____

Name: _____

Title: _____

TOWN:

TOWN OF CRESTED BUTTE

Glenn Michel, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]

APPENDIX "A"

Scope of Work

[attach JVA Scope of Work / Services here]



JVA, Incorporated
1319 Spruce Street
Boulder, CO 80302
303.444.1951
info@jvajva.com

April 27, 2016

Mr. Michael Yerman
Town Planner
Town of Crested Butte
PO Box 39
507 Maroon Avenue
Crested Butte, Colorado 81244

www.jvajva.com

RE: Town of Crested Butte – Avalanche Park Campground
Civil and Transportation Engineering Due Diligence Study

Dear Michael:

JVA, Inc. (JVA) has estimated the scope of work and associated fees required to provide civil engineering services to the Town of Crested Butte (Town). The estimated scope and fees are for the Avalanche Park Campground – Civil and Transportation Due Diligence Study at the proposed Avalanche Park Campground site near the entrance of the Baxter Gulch Trailhead and on the west side of Highway 135. Access to the site will be shared with the adjacent Gunnison County parcel to the north. The 2012 Feasibility Study and Concept Plan have been provided as a reference to assist in developing the scope of work for this study.

McDowell Engineering LLC., will assist us as the traffic engineering consultant for this project. We have worked with McDowell Engineering on other projects for the Town of Crested Butte, and they are very familiar with the site and have performed some work in the past related to this project. The Town may desire to limit the number of campsites to minimize any associated highway construction. As such, a two-phased analysis will occur. The first phase will include the number of campsites that can be developed without any improvements to Highway 135. The second phase will include the full 24-site campground and recommended improvements to Highway 135. With the proposed land use change, CDOT will require a new Access Permit to Highway 135.

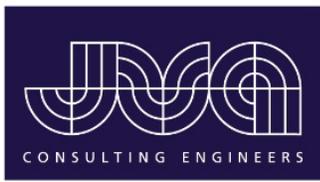
SCOPE OF WORK

The scope of services below is based on our discussions to date and review of the information provided. We have assumed that detailed site survey and topography will be provided by others. For purposes of this proposal, we have included Basic Services for the development of the site alone. If additional roadway and utility infrastructure is required to service a property outside this area, we have assumed that this will be negotiated separately.

Based on this information and our understanding of the efforts required for this study, the civil engineering services anticipated for this project include the following detailed tasks:

Initial Site Investigation

1. JVA will visit the site and assess the existing site conditions and right-of-way in the field and review the topographic survey information provided.
2. We will evaluate the existing access, public utility system for a concept design of service extensions and connections to available mains.

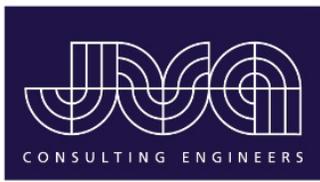


Civil Engineering Concept Plans and Opinion of Probable Cost

3. JVA will develop a concept civil site plan that will provide preliminary site layout, circulation, grading and drainage, utilities and utility extensions, and coordination to the new access.
4. JVA will provide access design based on the transportations engineer's recommendations.
5. JVA will develop an opinion of probable cost (OPC) to estimate the cost associated with the site development as it relates to the access, utility extensions including power, sanitary, and water.
6. JVA will coordinate with client during the process of concept plan development and will attend one coordination meeting to review and address comments or concerns with a developed concept plan.

Traffic Study and Access Permit Application

7. Traffic Data Collection - As the site will share an access with the Gunnison County parcel to the north, peak hour traffic counts at the site access and for the Gunnison County Public Works facility will be required. The peak hour, turning movement counts will occur from 5-7pm on a Friday night and 11am-1pm on a Sunday.
8. CDOT Level 2 Auxiliary Turn Lane Assessment – CDOT will require a CDOT Level 2 Auxiliary Turn Lane Assessment to accompany the State Highway Access Permit application. The study will include existing and anticipated trip generation calculations for the site and Gunnison County Public Works site. This data will be analyzed to determine the anticipated effect of the proposed campground on the SH 135 access. As mentioned above, two phases are anticipated. The first phase will include the number of campsites that can be developed without any improvements to Highway 135. The second phase will include the full 24-site campground and recommended improvements to Highway 135. The study will address the current transportation system, background traffic analysis, traffic projections for the proposed buildout of the project.
9. Field Sight Distance Analysis – McDowell Engineering will perform a sight distance analysis at the site access. This field inspection will include measurements and photography per AAHSTO. The results will be included in the traffic study. This rate includes travel time and travel expenses for the field inspection.
10. State Highway Access Permit Application - This project will require a new State Highway Access Permit. McDowell Engineering can prepare the State Highway Access Permit applications for the site access. The applicant will be required to provide a warranty deed for the property and map of adjacent property owners. The application will require an original signature by the Town's designee. This task does not include Notice to Proceed (NTP) from CDOT for Building the access and intersection construction plans.



Coordination Meetings and Presentation

11. JVA is will assist the Town in developing a public presentation document to present at Council meeting in September 2016.
12. JVA and McDowell Engineering are anticipating three meetings total for coordination and public meetings with CDOT and Town staff to discuss project details. This feed includes travel and expenses for all Town meeting.

BASIS OF PAYMENT

The basis of payment for the scope of work described above will be monthly billings based on the percentage of lump sum completed to date, including reimbursable expenses. This amount will not be exceeded without written authorization of the CLIENT.

Basic Civil Engineering Services

Initial Site Investigation	\$ 2,000
Civil Eng. Concept Plans & OPC	\$ 5,500
Traffic Study & Access Permit Application	\$ 4,500
Coordination Meetings & Presentation	<u>\$ 3,000</u>
TOTAL LUMP SUM FEE	\$15,000

These fees are based upon the above assumptions and our discussion to date. Services resulting from significant changes to the project scope, significant bid alternate design, replatting, significant site plan changes, additional design work or plans related to field conditions discovered after plans are complete that could not have been reasonably foreseen, and added review submittals or public hearings required for review and approval, will be considered additional services and may require extension of the time scheduled for our work. Environmental assessment or design efforts for contamination cleanup measures are not included at this time.

SCHEDULE

We have proposed the following schedule below in order to have this study completed by August 2016 for Council presentation in September 2016:

- Initial Site Visit – JVA and McDowell: May 20th
- Preliminary Concept Design and Traffic Study: July 1st
- Review Coordination Meeting with Town: July 8th
- Address Coordination Meeting Comments: July 22nd
- Finalize Concept Design and Traffic Study: August 4th
- Present at Town Council Meeting: September 5th



Staff Report May 2, 2016

To: Mayor and Town Council
Thru: Bill Crank, Interim Town Manager
From: Bob Gillie
Subject: **Appointment of Short Term Rental Committee**
Date: April 27, 2016

Summary: On April 4, 2016 the Town Council approved the formation of a committee to make recommendations regarding regulations of short term rentals within the Town. At that time the composition of the committee was anticipated to be:

- Two council members – Schmidt and Mitchell
- Three staff members – Yerman, Rozman, and Gillie
- Two property managers –
- Two citizens at large –

Applications were solicited for those citizens who wanted to apply to be on the committee and the Town has received ten applications for citizens at large and two property managers.

Property managers:

- Kat Hassebroek (Peak)
- Steve Ryan (Iron Horse)

Citizens:

- Diane Dunaway
- Mary Cooper Ellis
- Dan Escalante
- Alex Fenlon
- Hilary Henry
- Cathy Ingle
- Neal Manecke
- Debra Reich
- Peter Sherman
- Jim Starr

You will find the applications attached. There are many interested and talented applicants. The Council may apply any criteria that you find appropriate. The objective should be to form a balanced committee representing varied points of view. The Council if you see fit could possibly

appoint more than two citizens if you feel this would benefit the committee's make-up. This should be the first decision. Is two citizens your desire or possibly three?

All the applicants have been notified of the May 2 appointment date/time and may or may not be in the council chambers if you have further questions. The staff will provide the Council with a ballot to record councilmembers preference.

Staff Recommendation: Appoint the two property managers (Ryan and Hassebroek). Screen the citizen applicants and appoint the council's preference for the citizen members.

Proposed Motion: I move to appoint Ryan, Hassebroek, _____, _____, to the Short Term Rental Committee.

Town of Crested Butte

P.O. Box 39

Crested Butte, Colorado 81224

-A National Historic District-

Phone: (970) 349-5338

FAX: (970) 349-6626

www.townofcrestedbutte.com

Town of Crested Butte Vacation Housing Rentals Committee (Short Term Leasing)

Application for Committee Appointment. Please submit by April 22, 2016 to Crested Butte Town Hall, P.O. Box 39, 507 Maroon Ave or e-mail to bobg@crestedbutte-co.gov.

Name: KAT HASSEBROEK

Physical Address: 315 BELLEVIEW AVE #2C
CB, CO 81224

Mailing Address: PO BOX 2027
CB, CO 81224

e-mail Address: KAT@PEAKCB.COM

Phone #: 209-4104

How long have you lived in Crested Butte: 13 YEARS

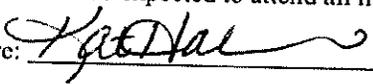
Why are you interested in the short term rental issue?

SEE PAGE 2

List any qualification or experience that you feel make you particularly qualified to be on the committee.

SEE PAGE 2

I understand that the committee will meet periodically in the spring and summer of 2016 and if appointed I will be expected to attend all meetings that I can reasonably make.

Signature: 

Date: 4/5/16

Town of Crested Butte

Vacation Housing Rental Committee Application (Continued from Page 1)

Kat Hassebroek

Why are you interested in the short term rental issue?

I am interested on several levels. My first concern is as a 10-year renter/resident in downtown Crested Butte. My apartment on Belleview went on the market last Spring and if my unit sells, I am concerned about being able to find another affordable rental downtown. I am trying to buy a place, but as a single income household I am finding it very difficult to secure a loan. My second area of interest pertains to my job. I have been in the vacation rental/property management industry in CB for 11 years. With CB Property Management for 2 years and with Peak Property Management for 9 years. I am interested in seeing responsible, well designed regulations or solutions to the vacation rental issues and long term housing issues that will help not only the community housing issue, but also not hurt local businesses and overall tourism in the downtown area. It is THE most popular place for visitors to stay, so if we place too many restrictions, it could very well damage overall tourism dollars for downtown businesses.

List any qualifications or experience that you feel make you particularly qualified to be on this committee.

I sat on the BOD for the Gunnison/CB Tourism Association for 3 years, so was very involved in the tourism industry and driving tourism to our valley through targeted marketing efforts. I have also been a downtown CB resident for 10 years. I have also been in the vacation rental/property management industry for 11 years. In addition to vacation rentals, Peak also manages over 100 long term rentals to local residents, so I am very familiar with the long term housing market and factors affecting it. In addition to these qualifications, I have also been part of a separate committee on this very topic for the past year trying to be proactive in coming up with ideas and possible solutions to the issue at hand.

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Town of Crested Butte Vacation Housing Rentals Committee (Short Term Leasing)

Application for Committee Appointment. Please submit by April 22, 2016 to Crested Butte Town Hall, P.O. Box 39, 507 Maroon Ave or e-mail to bobg@crestedbutte-co.gov.

Name: STEVE RYAN

Physical Address: 75 Escalante St
Crested Butte, CO 81224

Mailing Address: P.O. Box 168
Crested Butte, CO 81224

e-mail Address: steve@ironhorsecb.com

Phone #: 970-401-5355 cell
970-349-7313 ofc

How long have you lived in Crested Butte: 8+ years

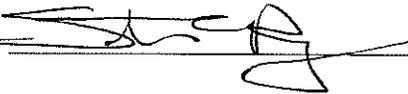
Why are you interested in the short term rental issue?

My wife and I own one of the larger vacation rental companies in the valley and are affected by the issue as well as our homeowners. I think with good open discussion we can all arrive at some solutions which are a win win for everyone.

List any qualification or experience that you feel make you particularly qualified to be on the committee.

Having run one of the larger property mgmt. companies in the valley for over 8 years which handles quite a few rentals in town gives us great insight into the situation. We speak on a regular basis with other companies around the nation and I believe I could provide several good suggestions in this arena.

I understand that the committee will meet periodically in the spring and summer of 2016 and if appointed I will be expected to attend all meetings that I can reasonably make.

Signature: 

Date: 4-5-16

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Town of Crested Butte Vacation Housing Rentals Committee (Short Term Leasing)

Application for Committee Appointment. Please submit by April 22, 2016 to Crested Butte Town Hall, P.O. Box 39, 507 Maroon Ave or e-mail to bobg@crestedbutte-co.gov.

Name: Diane Dunaway
Physical Address: 11 Snowmass #638
MT Crested Butte CO 81225
Mailing Address: PO Box 977
Crested Butte CO 81224
e-mail Address: dianalovescb@gmail.com
Phone #: 596-1373

How long have you lived in Crested Butte: 1+ year

Why are you interested in the short term rental issue?

I believe ST rentals affect our property values and the desirability of owning and homes here in CB. ST rentals shouldn't be relied on solely to pay a mortgage but they do help owners feel their investment is being utilized. ST rentals support our tourist community which allows locals to stay in Crested Butte.

List any qualification or experience that you feel make you particularly qualified to be on the committee.

As a VRBO host for my home in Texas, I am familiar with how these services work. I have felt the benefit of the additional security of having someone in my home and can select who stays in my home as well as out house rules. As a homeowner in the Plaza I am familiar with how HOAs dictate ST rentals. I have worked in the real estate market for many years with residential properties, property management and commercial investment properties.
I understand that the committee will meet periodically in the spring and summer of 2016 and if appointed I will be expected to attend all meetings that I can reasonably make.

Signature: Diane Dunaway Date: 4-12-2016

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Town of Crested Butte Vacation Housing Rentals Committee (Short Term Leasing)

Application for Committee Appointment. Please submit by April 22, 2016 to Crested Butte Town Hall, P.O. Box 39, 507 Maroon Ave or e-mail to bobg@crestedbutte-co.gov.

Name: MARY H. COOPER ELLIS

Physical Address: 122B SOPRIS AVE
CB

Mailing Address: PO Box 1281
CB

e-mail Address: coopermh@gmail.com

Phone #: 571-212-3301; 970-349-5479

How long have you lived in Crested Butte: 20 years; resident since November 2014.

Why are you interested in the short term rental issue?

Crested Butte faces a shortage of affordable housing, while many otherwise vacant units are short-term rented at rates that place them out of reach of local workers. Without some kind of regulation, owners have little incentive to rent long term. Owners say short-terming is key to being able to maintain their homes here. As a planner by training, I would like to help find solutions to these competing interests.
List any qualification or experience that you feel make you particularly qualified to be on the committee.

Master's Urban + Regional Planning, Virginia Tech, 2007; Master's Landscape Architecture, Virginia Tech, 2007. Worked for two years (2009-11) with Crested Butte Planner John Hess on various projects, including compiling a comparison study of master plans from various Western towns and cities.

I understand that the committee will meet periodically in the spring and summer of 2016 and if appointed I will be expected to attend all meetings that I can reasonably make.

Signature: _____

Date: 4/14/16

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Town of Crested Butte Vacation Housing Rentals Committee (Short Term Leasing)

Application for Committee Appointment. Please submit by April 22, 2016 to Crested Butte Town Hall, P.O. Box 39, 507 Maroon Ave or e-mail to bobg@crestedbutte-co.gov.

Name: Dan Escalante

Physical Address: 28 Whiterock Ave #6

Mailing Address: Po Box 1156
CB, CO 81224

e-mail Address: danesescalante@hotmail.com

Phone #: 970-901-9961

How long have you lived in Crested Butte: 15 yrs

Why are you interested in the short term rental issue?

I believe it's a very important issue. Councils have failed to address it and I'd like to do my part in crafting some sort of reasonable policy.

List any qualification or experience that you feel make you particularly qualified to be on the committee.

I've dealt with the effects for the last couple of years. Remodeling places that were once long term and now are short term. Couch surfers living at my place for months trying to find a place to live. And skyrocketing rents for places still listed as long term. I've dealt with all of these in abundance.

I understand that the committee will meet periodically in the spring and summer of 2016 and if appointed I will be expected to attend all meetings that I can reasonably make.

Signature: [Signature] Date: 4-18-16

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Town of Crested Butte Vacation Housing Rentals Committee (Short Term Leasing)

Application for Committee Appointment. Please submit by April 22, 2016 to Crested Butte Town Hall, P.O. Box 39, 507 Maroon Ave or e-mail to bobg@crestedbutte-co.gov.

Name: Alex Fenlon

Physical Address: 307 8th St

Mailing Address: POB 1864

e-mail Address: info@fenlonphoto.com

Phone #: 204-9776

How long have you lived in Crested Butte: 18

Why are you interested in the short term rental issue?

I have seen the effects, good and bad, of STR in CB for the past several years. I think many of our current topics of town life - long term rentals, home prices, and general well-being - are tied to this issue.

List any qualification or experience that you feel make you particularly qualified to be on the committee.

I live in a duplex that is rented out on the other side, so am familiar with some aspects. I have many friends who short-term their places and have had many conversations with them over the years. I have considered doing the same while traveling. Having lived here 18 yrs I have some perspective. I care about my home. Thank you for your consideration!
I understand that the committee will meet periodically in the spring and summer of 2016 and if appointed I will be expected to attend all meetings that I can reasonably make.

Signature: [Signature] Date: 4/16/16

KBut President

Hilary Henry

717 Gothic Ave, Unit B // PO Box 3512 Crested Butte, CO 81224
(970) 390-6689 • hil.henry@gmail.com

Application For Vacation Housing Rentals Committee (Short-Term Leasing)

Years in Crested Butte: 3.5

Interest in the short-term rental issue

Affordable housing is critical for the vibrancy of communities. Without housing for a year-round, working population mountain towns lose their unique culture and sense of place – they become, in essence, well-maintained ghost towns. While affordable housing extends well beyond short-term leasing of homes, I'm interested in the short-term rental issue because I believe that effective policy could help ensure that Crested Butte remains a place with a robust tourist economy, as well as a place where families and local workers can continue to live.

Qualifications and experience

Familiarity with policy-making and collaborative, community groups

I am currently the Coordinator for the Gunnison Public Lands Initiative, where I work with elected officials, government agencies, and community partners in developing legislation for future land management. I understand the policy-making process and the value of working collaboratively.

Desire to learn about the VRBO issue

I am interested in community planning and would like to spend time learning about the VRBO issue, approaches taken by other communities, and potential solutions. I am dedicated to thoroughly understanding issues, connecting with other Crested Butte residents to gain information, and to collecting and using relevant and accurate information.

Long-term resident of Colorado mountain towns

I grew up in Eagle, CO, just outside of Vail, and have lived in Crested Butte for more than three years. I am familiar with the challenges all Colorado resort communities face with housing and the different approaches communities can take to work on affordable housing concerns.

Love of Crested Butte and commitment to finding solutions

I love living in the Town of Crested Butte and want to make sure that our community remains vibrant for years to come. I have the time and commitment to attend the committee meetings.

I understand that the committee will meet periodically in the spring and summer of 2016 and if appointed I will be expected to attend all meetings that I can reasonably make.



Hilary Henry
April 21, 2016

Town of Crested Butte

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Town of Crested Butte Vacation Housing Rentals Committee (Short Term Leasing)

Application for Committee Appointment. Please submit by April 22, 2016 to Crested Butte Town Hall, P.O. Box 39, 507 Maroon Ave or e-mail to bobg@crestedbutte-co.gov.

Name: Catny Ingle
Physical Address: 388 Cascadilla
CB CO 81224
Mailing Address: PO Box 2956
CB CO 81224
e-mail Address: catny@rentcrestedbutte.com
Phone #: 970-343-2789

How long have you lived in Crested Butte: 5 yrs

Why are you interested in the short term rental issue?

I'm a renter in Crested Butte, I ~~also~~
also run a short term property
management company.

List any qualification or experience that you feel make you particularly qualified to be on the committee.

I've been in Real Estate since 2000. I currently
have an inactive real estate license. I've
worked specifically in CB short term
rentals for over 3 years now.

I understand that the committee will meet periodically in the spring and summer of 2016 and if appointed I will be expected to attend all meetings that I can reasonably make.

Signature: Catny Ingle Date: 4/26/16

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Town of Crested Butte Vacation Housing Rentals Committee (Short Term Leasing)

Application for Committee Appointment. Please submit by April 22, 2016 to Crested Butte Town Hall, P.O. Box 39, 507 Maroon Ave or e-mail to bobg@crestedbutte-co.gov.

Name: J. Neal Manbeck

Physical Address: 2 Aspen Hill Rd
Crested Butte, CO 81224

Mailing Address: P.O. Box 3270
Crested Butte, CO 81224

e-mail Address: nealmanbeck@101.com

Phone #: 970-497-6727

How long have you lived in Crested Butte: 9 yrs 2 months

Why are you interested in the short term rental issue?

As a full time resident of Crested Butte I don't want to see this town empty with 2nd home owners and the locals displaced down valley. Nor do I want to see entire blocks of town filled with short term VRPO rentals.

List any qualification or experience that you feel make you particularly qualified to be on the committee.

As a current landlord (218 Maroon), a retired business executive and former small business owner, I feel I have a tremendous amount of experience to offer the Vacation Housing Rentals Committee.

I understand that the committee will meet periodically in the spring and summer of 2016 and if appointed I will be expected to attend all meetings that I can reasonably make.

Signature: [Signature] Date: April 15, 2016

Town of Crested Butte

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Town of Crested Butte

Vacation Housing Rentals Committee

(Short Term Leasing)

Application for Committee Appointment. Please submit by April 22, 2016 to Crested Butte Town Hall, P.O. Box 39, 507 Maroon Ave or e-mail to bobg@crestedbutte-co.gov.

Name: Debra Reich

Physical Address: 212 Butte Ave
CB, CO

Mailing Address: PO Box 1318
Crested Butte, CO 81224

e-mail Address: hobiecop@aol.com

Phone #: 349-5569

How long have you lived in Crested Butte: 7yrs.

Why are you interested in the short term rental issue?

I believe in the stability of neighborhoods with family and year long residents. But I also know that CB is in some neighborhoods a "2nd home + rental neighborhood." It's a tough balance.

List any qualification or experience that you feel make you particularly qualified to be on the committee.

Having worked at our local library for 7 years I understand our local residents' problems and also recognize our visitors delight in being part of our community for a short time. Again - balance + trade offs.

I understand that the committee will meet periodically in the spring and summer of 2016 and if appointed I will be expected to attend all meetings that I can reasonably make.

Signature: D Reich

Date: April 15, 2016

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Town of Crested Butte Vacation Housing Rentals Committee (Short Term Leasing)

Application for Committee Appointment. Please submit by April 22, 2016 to Crested Butte Town Hall, P.O. Box 39, 507 Maroon Ave or e-mail to bobg@crestedbutte-co.gov.

Name: Peter Sherman

Physical Address: 711 Whiterock Ave

Mailing Address: Po Box 3751

e-mail Address: Poc Sherman@gmail.com

Phone #: 970-964-7235

How long have you lived in Crested Butte: 2 years

Why are you interested in the short term rental issue?

I am concerned about the economic impact of potential regulations and/or ^{new} taxes ~~on the~~ on the tourism industry + housing market.

List any qualification or experience that you feel make you particularly qualified to be on the committee.

I have a degree in economics, MBA with finance emphasis + PhD in Strategic Management 8 years of experience in the Securities Industry, 11 years in academia including 3 years as a business school Dean. I own a short term rental if I have given presentations on real estate challenges during economic downturns
I understand that the committee will meet periodically in the spring and summer of 2016 and if appointed I will be expected to attend all meetings that I can reasonably make.

Signature: P Sherman

Date: 4-21-16

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Town of Crested Butte Vacation Housing Rentals Committee (Short Term Leasing)

Application for Committee Appointment. Please submit by April 22, 2016 to Crested Butte Town Hall, P.O. Box 39, 507 Maroon Ave or e-mail to bobg@crestedbutte-co.gov.

Name: Jim Stars

Physical Address: 323 Gothic Ave
CB

Mailing Address: Box 1148

e-mail Address: jimstarsattorneys.com

Phone #: 970 209-2910

How long have you lived in Crested Butte: 38 yrs.

Why are you interested in the short term rental issue?

We occasionally short term our house
VA BO's are needed, but create impacts

List any qualification or experience that you feel make you particularly qualified to be on the committee.

BOZAR, Council Town Attorney,
GYAF

I understand that the committee will meet periodically in the spring and summer of 2016 and if appointed I will be expected to attend all meetings that I can reasonably make.

Signature: Jim Stars

Date: 4/19/16



Staff Report

May 2, 2016

To: Mayor and Town Council
Thru: Bill Crank, Town Manager
From: Rodney Due, Public Works Director

**Subject: Ordinance No. 3, 2016 REGULATIONS FOR THE
INSTALLATION OF BACKFLOW PREVENTION ASSEMBLIES ON
WATER SUPPLY SYSTEMS**

Summary: The Colorado Primary Drinking Water Regulations, 5 CCR 1002-11 (Regulation 11), Section 11.39 requires that all public water systems have a written and properly implemented Backflow Prevention and Cross-connection Control (BPCCC) Program. In order to be in compliance with these regulations, the Town Council needs to amend the Town Code to include regulations developing and implementing a program for backflow prevention and cross-connection control.

Background: Ordinance No. 3 selects and establishes legal authority, and a compliance approach for implementation of the BPCCC program survey, installation and testing of assemblies and methods, and develops a written BPCCC program.

Recommendation: Staff recommends setting Ordinance No. 3, Series 2016 for public hearing at the May 16th Council meeting.

Proposed Motion: I move to set Ordinance No. 3, Series 2016 for public hearing at the May 16th, 2016 Council meeting.

ORDINANCE NO. 3

SERIES 2016

**AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL
AMENDING CHAPTER 13, ARTICLE 3 OF THE CRESTED
BUTTE MUNICIPAL CODE TO INCLUDE REGULATIONS FOR
THE INSTALLATION OF BACKFLOW PREVENTION
ASSEMBLIES ON WATER SUPPLY SYSTEMS**

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

WHEREAS, the State of Colorado Department of Public Health and Environment, Water Quality Control Commission (WQCC) has adopted standards in the Colorado Primary Drinking Water Regulations, Section 39 of 5 CCR 1002-11 (the "**WQCC Regulations**"), for backflow prevention and cross-connection control applicable to all public water systems;

WHEREAS, pursuant to the WQCC Regulations, the Town is required to develop and implement a backflow prevention and cross-connection control program;

WHEREAS, the Town staff has recommended that the Town Council amend the Crested Butte Municipal Code (the "**Code**") to include regulations developing and implementing a program for backflow prevention and cross-connection control as contemplated in the WQCC Regulations;

WHEREAS, the Town Council has received a Town staff report dated May 2, 2016 recommending that, in order to be in compliance with the WQCC Regulations, the Town Council amend the Town Code as contemplated in this ordinance to include regulations developing and implementing a program for backflow prevention and cross-connection control as contemplated in the WQCC Regulations; and

WHEREAS, the Town Council has determined that the below amendments to the Town Code as proposed by Town staff in this ordinance to include regulations developing and implementing a program for backflow prevention and cross-connection control will bring the Town into compliance with the WQCC Regulations and are, accordingly, in the best interest of the health, safety and general welfare of the residents and visitors of Crested Butte.

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

Section 1. Amending Chapter 13, Article 3. Chapter 13, Article 3 of the Code is hereby amended to add the following new provisions:

**“ARTICLE 3 -
Backflow Prevention and Cross Connection Control Regulations**

Section 13-3-10. Purpose.

The purpose of these regulations is to protect the Town's water system from contaminants or pollutants that could enter the distribution system by backflow from a customer's water supply system through the service connection.

Section 13-3-20. Applicability.

These regulations apply to all commercial, industrial and multi-family residential service connections within the Town and to any persons outside the Town who are, by contract or agreement with the Town, users of the Town's water system. Such persons shall install an appropriate backflow prevention assembly. These regulations do not apply to single-family-residential service connections unless the Town becomes aware of a cross-connection at the single-family connection.

Section 13-3-30. Authority.

The Town shall have the authority to survey all service connections within the water supply system to determine if the connection is a cross-connection. The Town shall have the authority to control all service connections within the water supply system if the connection is a cross-connection. The Town may control any service connections within the water supply system in lieu of a survey as long as the service connection is controlled with an air gap or reduced pressure zone backflow prevention assembly. The Town may collect fees for the administration of this program. The Town shall maintain records of cross-connection surveys and the installation, testing and repair of all backflow prevention assemblies installed for containment and containment by isolation purposes. The Town Manager shall administer, implement and enforce the provisions of these regulations.

Section 13-3-40. Definitions.

The following terms shall have meanings ascribed thereto:

Active date means the first day that a backflow prevention assembly or backflow prevention method is used to control a cross-connection in each calendar year.

Air gap is a physical separation between the free flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel installed in accordance with standard AMSE A112.1.2.

Backflow means the undesirable reversal of flow of water or mixtures of water and other liquids, gases or other substances into the public water systems distribution system from any source or sources other than its intended source.

Backflow containment event means backflow into a public water system from an uncontrolled cross connection such that the water quality no longer meets the Colorado Primary Drinking Water Regulations or presents an immediate health and/or safety risk to the public.

Backflow prevention assembly means any mechanical assembly installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the mechanical assembly is appropriate for the identified contaminant at the cross-connection and is an in-line field-testable assembly.

Backflow prevention method means any method and/or non-testable device installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the method or non-testable device is appropriate for the identified contaminant at the cross connection.

Certified cross-connection control technician means a person who possesses a valid Backflow Prevention Assembly Tester certification from one of the following approved organizations: American Society of Sanitary Engineering (ASSE) or the American Backflow Prevention Association (ABPA). If a certification has expired, the certification is invalid.

Containment means the installation of a backflow prevention assembly or a backflow prevention method at any connection to the public water system that supplies an auxiliary water system, location, facility, or area such that backflow from a cross connection into the public water system is prevented.

Containment by isolation means the installation of backflow prevention assemblies or backflow prevention methods at all cross connections identified within a customer's water system such that backflow from a cross-connection into the public water system is prevented.

Controlled means having a properly installed, maintained, and tested or inspected backflow prevention assembly or backflow prevention method that prevents backflow through a cross-connection.

Cross-connection means any connection that could allow any water, fluid, or gas such that the water quality could present an unacceptable health and/or safety risk to the public, to flow from any pipe, plumbing fixture, or a customer's water system into a public water system's distribution system or any other part of the public water system through backflow.

Multi-family means a single residential connection to the public water system's distribution system from which two or more separate dwelling units are supplied water.

Single-family means and single dwelling which is: (i) occupied by a single family and is supplied by a separate service line; or (ii) comprised of multiple living units where each living unit is supplied by a separate service line.

Uncontrolled means not having a properly installed and maintained and tested or inspected backflow prevention assembly or backflow prevention method, or the backflow prevention assembly or backflow prevention method does not prevent backflow through a cross-connection.

Water supply system means a water distribution system, piping, connection fittings, valves and appurtenances within a building, structure or premises. Water supply systems are also referred to commonly as premise plumbing systems.

Section 13-3-50. Requirements.

(a) Commercial, industrial and multi-family service connections shall be subject to a survey for cross-connections. If a cross-connection has been identified an appropriate backflow prevention assembly and or method shall be installed at the customer's water service connection within 120 days of its discovery. The assembly shall be installed downstream of the water meter or as close to that location as deemed practical by the Town. If the assembly or method cannot be installed within 120 days the Town will take action to control or remove the cross-connection, suspended service to the cross connection or receive an alternative compliance schedule from the Colorado Department of Public Health and Environment.

(b) In no case shall it be permissible to have connections or tees between the meter and the containment backflow prevention assembly. In instances where a reduced pressure principle backflow preventer cannot be installed, the owner must install approved backflow prevention devices or methods at all cross-connections within the owner's plumbing system.

(c) Backflow prevention assemblies and methods shall be installed in a location which provides access for maintenance, testing and repair.

(d) Reduced pressure principle backflow preventers shall not be installed in manner subject to flooding.

(e) Provisions shall be made to provide adequate drainage from the discharge of water from reduced pressure principle backflow prevention assemblies. Such discharge shall be conveyed in a matter that does not impact waters of the State of Colorado.

(f) All assemblies and devices shall be protected to prevent freezing. Those assemblies and methods used for seasonal services may be removed in lieu of being protected from freezing. The devices must be reinstalled and then tested by a certified cross-connection control technician prior to the service being activated.

(g) Where a backflow prevention assembly or method is installed on a water supply system using storage water heating equipment such that thermal expansion causes an increase in pressure, a device for controlling pressure shall be installed.

(h) All backflow prevention assemblies shall be tested at the time of installation and on an annual schedule thereafter. Such tests must be conducted by a certified cross-connection control technician. The Town may, at its election, undertake inspection testing and/or repair of backflow prevention assemblies in its sole discretion. The Town's election to inspect or repair such assemblies shall not limit the owner's responsibilities within this section.

(i) The Town shall require inspection testing, maintenance and as needed repairs and replacement of all backflow prevention assemblies and methods, and of all required installations within the owner's plumbing system in the cases where containment assemblies and or methods cannot be installed.

(j) All costs for design, installation, maintenance, testing and as needed repair and replacement are to be borne by the customer.

(k) No grandfathering is permitted except for fire sprinkler systems where the installation of a backflow prevention assembly or method will comprise the integrity of the fire sprinkler system.

(l) For new buildings, all building plans must be submitted to Town and approved prior to the issuance of water service. Plans must depict:

- i. Water service type, size and location.
- ii. Meter size and location.
- iii. Backflow prevention assembly size, type and location.
- iv. Fire sprinkler system(s) service line, size and type of backflow prevention assembly.
 - a. All fire sprinkling lines shall have a minimum protection of an approved double check valve assembly for containment of the system.
 - b. All glycol (ethylene or propylene), or antifreeze systems shall have an approved reduced pressure principle backflow preventer for containment.
 - c. Dry fire systems shall have an approved double check valve assembly installed upstream of the air pressure valve.
 - d. In cases where the installation of a backflow prevention assembly or method will comprise the integrity of the fire sprinkler system the Town will not require the backflow protection. The Town will measure chlorine residual at the service connection once a month and perform periodic bacteriological testing at the site. If the Town suspects water quality issues the public water system will evaluate the practicability of requiring that the fire sprinkler system be flushed periodically.

Section 13-3-60. Inspection, Testing and Repair.

(a) Backflow prevention devices or methods shall be tested by a certified cross-connection control technician upon installation and tested at least annually, thereafter. Tests shall be made at the expense of the customer. Any backflow prevention devices or methods that are un-testable shall be inspected at least once annually by a certified cross-connection control technician. Inspections shall be made at the expense of the customer.

(b) As necessary, backflow prevention devices shall be repaired and retested or replaced and tested at the expense of the customer whenever the devices are found to be defective.

- (c) Testing gauges shall be tested and calibrated for accuracy at least once annually.

Section 13-3-70. Reporting and Recordkeeping.

(a) Copies of records of test reports, repairs and retests or replacements shall be kept by the customer for a minimum of three (3) years.

(b) Copies of records of test reports, repairs and retests shall be submitted to the Town by mail, facsimile or E-mail by the testing company or testing technician.

(c) Information on test reports shall include, but may not be limited to,

- i. Assembly or method type
- ii. Assembly or method location
- iii. Assembly make, model and serial number
- iv. Assembly size
- v. Test date
- vi. Test results including all results that would justify a pass or fail outcome
- vii. Certified cross-connection control technician certification agency
- viii. Technician's certification number
- ix. Technician's certification expiration date
- x. Test kit manufacturer, model and serial number
- xi. Test kit calibration date

Section 13-3-80. Right-of-entry.

A properly credentialed representative of the Town shall have the right of entry to survey any and all buildings and premises for the presence of cross-connections for possible contamination risk to and for determining compliance with this Article. This right of entry shall be a condition of water service in order to protect the health, safety and welfare of customers throughout the Town's water distribution system.

Section 13-3-90. Compliance.

(a) Customers shall cooperate with the installation, inspection, testing, maintenance, and as needed repair and replacement of backflow prevention assemblies and with the survey process. For any identified uncontrolled cross-connections, the Town shall complete one or more of the following actions within 120 days of its discovery:

- i. Control the cross-connection
- ii. Remove the cross-connection
- iii. Suspend service to the cross-connection
- iv. Charge a monthly water service charge in the amount of four (4) times the EQR base charge for the use, and shall be in violation, subjecting Customer to penalties set forth in the Town Code.

(b) The Town shall give notice in writing to any owner whose plumbing system has been found to present a risk to the Town water distribution system through an uncontrolled cross-connection. The notice and order shall state that the owner must install a backflow prevention assembly or method at each service connection to the owner's premises to contain the water service. The notice and order will give a date by which the owner must comply with the order.

(c) In instances where a backflow prevention assembly or method cannot be installed, the owner must install approved backflow prevention devices or methods at all cross-connections within the owner's water supply system. The notice and order will give a date by which the owner must comply with the order.

Section 13-3-100. Conflict.

If a dispute or conflict arises between any plumbing, mechanical, building, electrical, fire or other code adopted by the Town, then the most stringent provisions of each respective code shall prevail.

Section 13-3-110. Violations and Penalties.

(a) Any person who violates any of the provisions of this Article shall be fined in accordance with the provisions of Section 1-4-20 of this Code.

(b) The use of any land, building or structure, which such use or activity is continued, operated or maintained contrary to any provision of this Article shall be unlawful. The Town may institute injunction, abatement or any other appropriate action to prevent, enjoin, abate or remove such violation. Such action may also be maintained and instituted by any property owner who is damaged by a violation of this Article.

(c) The remedies herein provided shall be cumulative and not exclusive and shall be in addition to any other remedies provided by law."

Section 2. Amending Section 13-1-250. – Construction Standards. Section 13-1-250(a)(8) is hereby deleted in its entirety and replaced with the following new subsection:

“(8) No more than one (1) residential unit shall be allowed to use a single service line or tap-in, and each separate building on each property shall be tapped into the Town water supply system using a separate and individual service line and tap. The above provisions may be waived in writing at the sole discretion of and by the Town Manager for good cause shown.”

Section 3. Severability. If any section, sentence, clause, phrase, word or other provision of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases, words or other provisions of this ordinance, or the validity of this ordinance as an entirety, it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

Section 4. Savings Clause. Except as amended hereby, the Crested Butte Municipal Code, as amended, shall remain valid and in full force and effect. Any provision of any ordinance previously adopted by the Town which is in conflict with this ordinance is hereby repealed as of the enforcement date hereof.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS __ DAY OF _____,
2016.

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

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

(SEAL)



Staff Report

May 2, 2016

To: Mayor and Town Council
Thru: Bill Crank, Interim Town Manager
From: Lynelle Stanford, Town Clerk
Subject: 4th of July Special Event Application
Date: April 22, 2016

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 a musical performance. Set up would begin at 6AM. 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 12:30PM to 2PM, there would be a carnival and a musical performance. Clean up is planned to be completed by 4PM.

Recommendation:

To approve the special event application for 4th of July proposed for Elk Avenue on July 4, 2016 with the following contingencies:

- There must be accountability for all parade participants by name and contact.
- There must be nothing thrown from floats, particularly super balls.
- No four wheel drive vehicles/unsafe vehicles. They are not to climb each other.
- Parks and Rec will provide a trailer with trash cans to be picked up at the Town Shop.
- A truck will not be provided as requested in the application.
- The Chamber will order a dumpster for Big Mine.

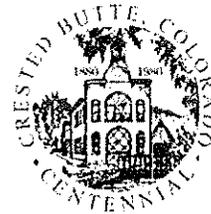
Recommended Motion:

To approve the special event application for 4th of July proposed for Elk Avenue on July 4, 2016 with the following contingencies:

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- There must be nothing thrown from floats, particularly super balls.
- No four wheel drive vehicles/unsafe vehicles. They are not to climb each other.

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**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: Monday, July 4th 2016

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: _____

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

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

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

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

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): 11am - 2pm
Total Time (including set-up, scheduled event, break-down & clean-up): 6am - 4pm
Expected Numbers: Participants: 600 (parade) Spectators: 15,000

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: We will have parade announcers & family friendly 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
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? Heaps! (trash truck please)

What recyclable products will be generated at the event? Public beer cans

Describe Your DETAILED Plan for Trash, Recycling and Clean-Up (all events are required to have a plan for handling recycling and garbage during the event and the removal of recycling and garbage after the event). Please note that any plan should emphasize increased recycling and decreased waste production. If you feel that your event will require assistance from 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:

Not truck (31)
Last year Parks & Rec provided us with a truck & trailer filled with trash cans to follow the parade this will be parked in water fight area afterwards. Parade floats will dump trash at dumpster located outside nordic center. Will be ordered from waste management.

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

We will have two security guards present during 4th of July. They & volunteers will do crowd control after the parade. Parade floats are required to have 2 people

Describe Plan for Parking: keeping crowds away from floats. School parking lot, chamber lot, all over town...

Describe Plan for Portable Toilets and/or Restrooms: There will be restrooms placed behind the fire department.

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): Trash trailer & barricades to shut down Elk and 8th from Red Lady to Elk Ave. As well as 3rd from ~~Crested~~ Maroon to Sopris.

Will Your Event Require Any Road Closures Yes / No

If Yes, Explain in Detail Streets Closures and Times of Closures: See explanation above.

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

If Yes, Explain Impact: Elk ave from 6th to 1st.

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 contact all businesses on Elk Ave to remind them of the parade on the 4th.

Does Your Event Include a Parade Yes / No

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

Signature of Event Coordinator

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

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

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

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

Join the Chamber of Commerce for the 4th of July parade starting at 11am. Enjoy delicious food at 3rd and Elk Ave with our food vendors. Play at the carnival post parade.

Contact Name & Phone Number for the Calendar: Chamber (970) 349 6438

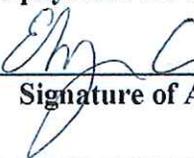
Event Fee for the Calendar: NA Website for More Info: cbchamber.com

Additional Applicant Comments: We are excited about re-opening Elk Ave with the exception of 3rd post parade. We will end all activities by 2pm in time for the 30th annual Alpine glow at CBCFA at 2 pm.

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)

3/3/16
Date

Application is Approved: _____ Date: _____

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Crested Butte / Mt. Crested Butte Chamber of Commerce

is a

Nonprofit Corporation

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

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/08/2016 that have been posted, and by documents delivered to this office electronically through 03/09/2016 @ 15:00:02 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/09/2016 @ 15:00:02 in accordance with applicable law. This certificate is assigned Confirmation Number 9542377



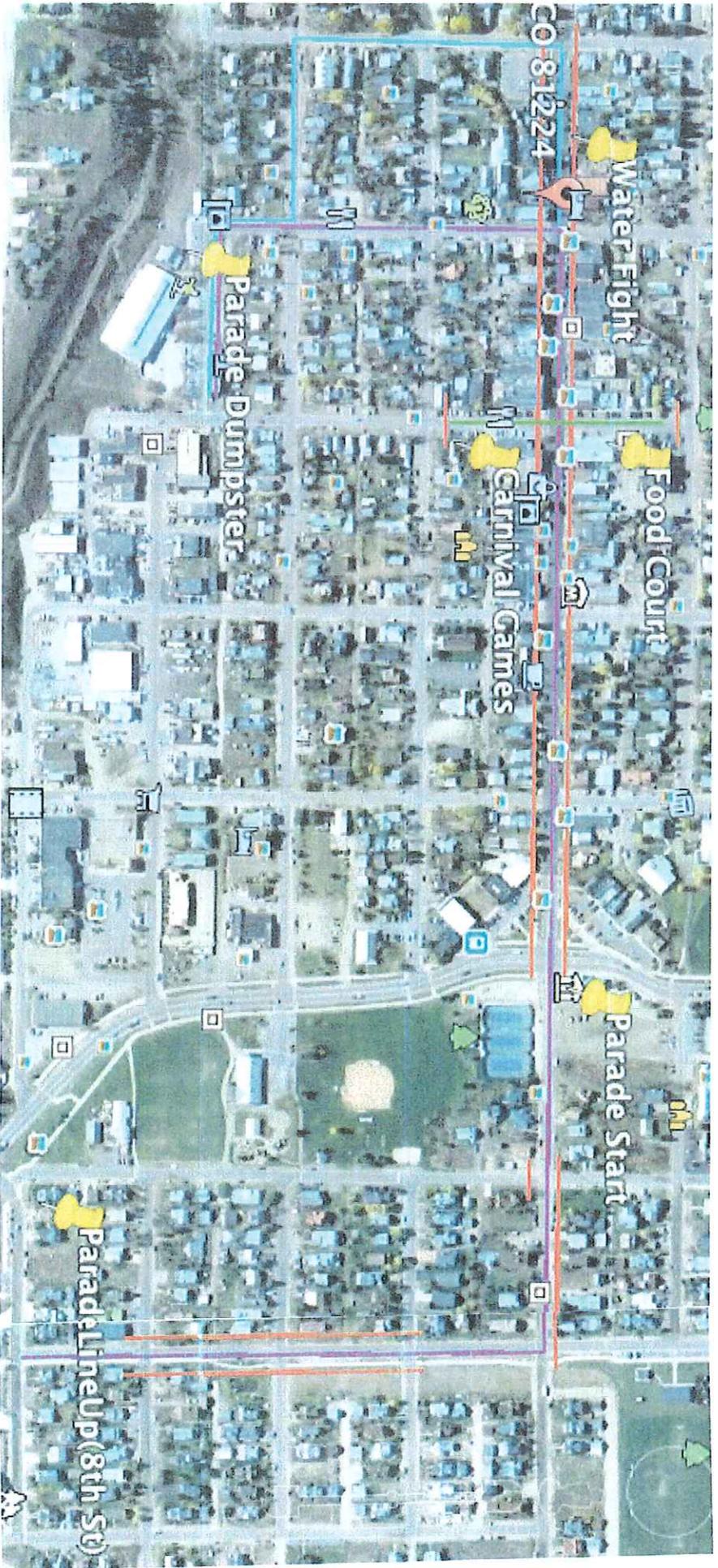
A handwritten signature in blue ink that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

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

4th of July Parade 2016

green = food/carnival
purple = parade
blue = water fight
red = road closure for parade only



4th of July Venue
Monday, July 4th 2016

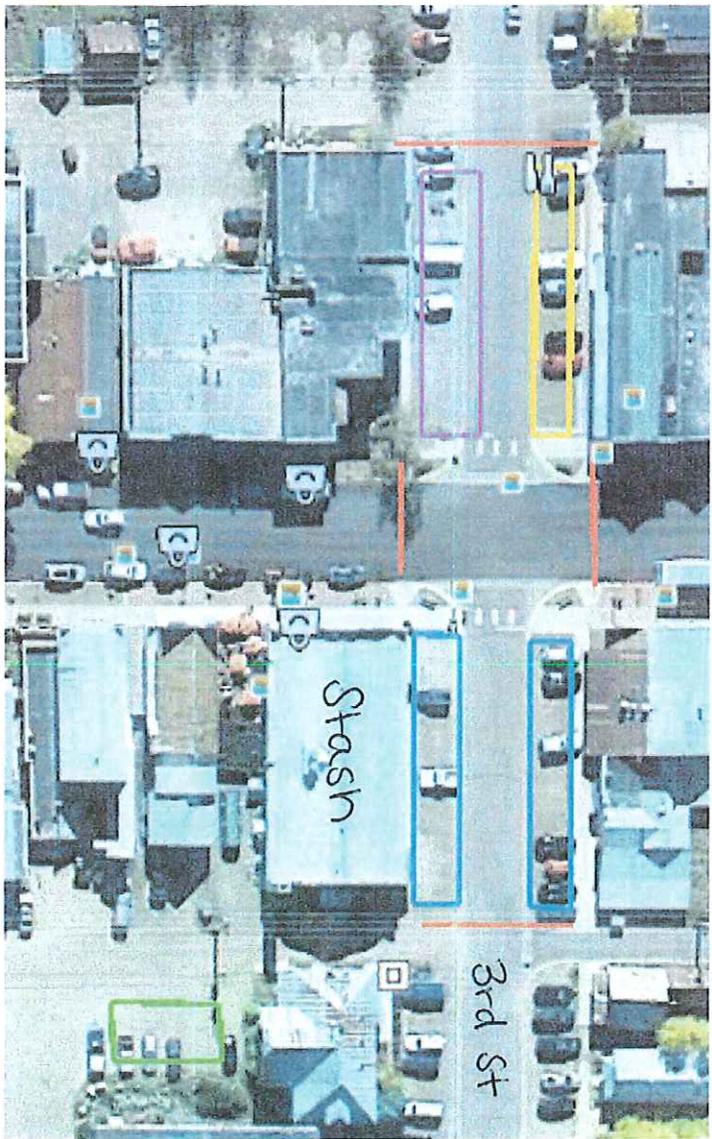


blue - porta pots
orange - food vendors
green - picnic tables
red - kids activities
purple - stage

NO BEER
OR BOUNDARIES

4th of July Festivities 2016

- blue = food court
- purple = carnival
- yellow = picnic tables
- red = road closures
- green = porta pots



2016 4th of July - Event Schedule

Monday, July 4th

6am	Food Vendors Load-In
9am	Floats begin lining up, all water fight floats at the rear
10am	All floats are checked in Food vendors Open
10:45am	Parade MC begins commentary
11am	Parade Starts
12pm	Parade ends, clean up begins
12:30pm	Carnival begins & Dr. Robert begins playing
2pm	Carnival & Dr. Robert ends Crested Butte Music Festival concert begins at Town Park
4pm	Everything cleaned up 3 rd Street re-opened

4TH OF JULY (July 4, 2016)

DEPARTMENT APPROVALS (For Official Use Only)

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

Marshal's Department :

Signature: [Signature] Date: 4/13/16
Name (Printed): Michelle Kelly

Conditions/Restrictions/Comments:
Accountability For All PARADE PARTICIPANTS
By Name + Contact.
- NO THROWS - ESPECIALLY SOFTBALLS.
- 4 WHEEL DRIVE VEHICLES / UNSAFE VEHICLES
NOT TO CLIMB EACH OTHER

Public Works:

Signature: [Signature] Date: 4/6/2016
Name (Printed): Rodney E Due

Conditions/Restrictions/Comments:
OK, Request pre event meeting
at least one week out

Parks and Recreation:

Signature: [Signature] Date: 4/19/16
Name (Printed): Janna Hansen

Conditions/Restrictions/Comments:
P&R *Flower boxes will be moved from
EAK
Will provide a trailer w/ trash
cans to be picked up @ Township.
A truck will not be provided as
requested in this app. P&R has
ordered 4 portos (2nd EAK #1,
208 x 2, behind museum #1). Chamber
will order dumpster for Big Mine.

Town Clerk:

Signature: [Signature] Date: 4-19-2016
Printed Name (Printed): Lynelle Stanford

Conditions/Restrictions/Comments:
OK

Town Manager:

Signature: [Signature] Date: 4-22-16
Printed Name (Printed): Wm. V. Crank

Conditions/Restrictions/Comments:
OK

4TH OF JULY (July 4, 2016)

Crested Butte Fire D.

Crested Butte Fire Protection District:

W Scott Wimmer 3/24/16
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:

Ensure nothing is thrown
from flats.

M Mt. Express Bus Service
Signature Date
Chris Lassen 3/28/16
Printed Name (Printed)

Conditions/Restrictions/Comments:

will reroute buses numerous
times on the 4th
will coordinate with
marshal's office

Official Use Only:

Application Received 3-10-16 Date Distributed 3-15-16

Council Date (if applicable) May 2, 2016

Approval Date _____ Method of Approval: Administratively By Town Council

Approval Contingencies Listed in staff report from approval sheets

Application fee _____ Check # _____ Date Paid _____

Permit Fee \$200 Check # 3287 Date Paid 3/21/16

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 # 3287 Date Paid 3/21/16 Date Returned: _____

May 16, 2016

Work Session

OVPP Update from the County

Consent Agenda

- Reso - Bid Award for Resurfacing of Tennis Courts
- Street Slurry Seal Project

New Business

- Presentation by EPA Related to Emergency Response Plan. – ½ Hour
- Discussion on Paving

June 6, 2016

Work Session

Special Events

Consent Agenda

Special Events: Artumn Festival, Bridges of the Butte, Arts Fest, CB Art Market

New Business

- Discussion on the Location of Vinotok

Future Work Session Items:

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

Invitation

Crested Butte Town Clean-Up

Date: May 14, 2016

Time: 9:00 am - noon

Location: Meet at Town Hall

Dear Mayor Michel and members of the Town Council,

You are cordially invited to join in the fun of Town Clean Up. This event ensures all corners of our Butte-ful Town are as clean as the paradise that surrounds us.

We will meet at Town Hall at 9:00 am and groups will disperse to different sections in Town. To celebrate our freshly cleaned Town, we will finish up by convening at Donita's Cantina for a free lunch provided by Kay and Heli. Prizes will be awarded for the grossest, weirdest, oldest find and the best story, so bring a competitive edge!

This is also De-Poo the Butte Day so if you have extra energy after clean-up there will be more fun to be had.

Bring work gloves, tunes and water; we would love to see you all there!

Sponsored By:
Town of Crested Butte
Crested Butte True Value
Alpine Lumber
Waste Management
Donita's Cantina

From: [Michael Yerman](#)
To: [Lynelle Stanford](#)
Subject: FW: Essential Service Worker Definition
Date: Monday, April 18, 2016 9:19:30 AM

Not sure if you got this letter?

From: Laura Mitchell
Sent: Monday, April 18, 2016 7:54 AM
To: Michael Yerman <MYerman@crestedbutte-co.gov>
Subject: Fwd: Essential Service Worker Definition

Sent from my iPad

Begin forwarded message:

From: Beth Goldstone <beth.goldstone@gmail.com>
Date: April 17, 2016 at 3:54:09 PM MDT
To: glennmichel@crestedbutte-co.gov, rmason@crestedbutte-co.gov,
jschmidt@crestedbutte-co.gov, cladoulis@crestedbutte-co.gov,
pmerck@crestedbutte-co.gov, evohman@crestedbutte-co.gov,
lmitchell@crestedbutte-co.gov
Subject: Essential Service Worker Definition

Dear Town Council,

I'm writing to you in regards to the Essential Service Worker definition in the new affordable housing guidelines. I'm writing specifically for my own individual job title as well as the intent behind the wording of this definition. I work for Gunnison Watershed School District as a School Psychologist. I have also been lucky enough to live in the town of Crested Butte since acquiring this position and enjoyed becoming part of the community. Given the needs and numbers throughout the district, there is currently not a "full time school psychologist" in Crested Butte Community School. I have been told that, therefore, I am not considered an Essential Service Worker by your definition.

Let me start with a few things that I do for students in GWSD. I make sure that students with disabilities get the services they need, I provide mental health support to students in crisis, and I help teachers and parents in many different ways. One thing I do not do, is ask whether a student lives in Crested Butte or Gunnison before providing help.

The wording that a valley wide employee who does not work full time in CBCS is therefore not considered an Essential Service Worker does not seem appropriate or congruent with what the affordable housing program is about. It sends the message that if you help all students in the district, instead of only Crested Butte students, you are not considered essential nor deserve to live in town. (I read the town council minutes in which you discussed the cost of gas to live in one end, and drive to the other on a daily basis. This is one more reason why living in town is important to me, as it allows me to utilize the RTA) I urge you to re-think this wording and the

intent behind it as I feel any school district employee should be considered "essential," and I see no benefit to creating more divisions within the valley.

Sincerely,
Beth Goldstone, NCSP
School Psychologist
Gunnison Watershed School District

From: [Jim Schmidt](#)
To: [Lynelle Stanford](#)
Subject: Fwd: letter to the Town Government of Crested Butte & Councilmembers
Date: Saturday, April 16, 2016 11:07:29 AM

Could you forward this on to the council and all appropriate folks.

Thanks, Jim

On Fri, Apr 15, 2016 at 10:48 PM, Lynda J. Petito <ljpetito@hotmail.com> wrote:

WOULD YOU PLEASE READ THIS TO THE CURRENT TOWN COUNCIL, JIM? Even better, have each member get a copy of it. Thanks, Lynda

Dear Town Council & Town Employees of Crested Butte,

I left the Crested Butte government's employ in 2003, after 6 years as town clerk and almost 14 years in the town clerk's office directly before that.

I have watched the CB Council put THREE out-of-towners into the position of manager, including the man directly responsible for my leaving, who replaced Bill Crank as the new manager. For those counting, that's three town managers in about 13 years. I know there were local applicants who were more than qualified for the job each of the three times.

Granted, who really knows if those local applicants would have lasted ... but at the least, they wouldn't have had to move -- either here, or away from here after it didn't work out! Please take into REAL consideration local people. I think that bringing in Crank was great & I applaud that idea. Please continue with the good ideas & don't use money for "consultation" if you don't need to do so!

I worked for town government for many years. Include the heads of every department when you make such a big choice. Hell, include EVERYONE who works there when you decide. That's most definitely the "consultation" that's important!

Thank you for your time. Sincerely, Lynda Jackson Petito

From: [J Schmidt](#)
To: [Lynelle Stanford](#); [William Crank](#)
Subject: Fwd: Vinotok Fire and Other Matters
Date: Monday, April 25, 2016 10:25:58 AM

Lynelle,
Could you put this in as part of the record for the next meeting and forward it to any appropriate staff members and/or the press.

Jim

Sent from my iPad

Begin forwarded message:

From: rainweaver hastings <rainweaver.hastings@gmail.com>
Date: April 24, 2016 at 12:29:55 PM MDT
To: glennmichel@crestedbutte-co.gov, rmason@crestedbutte-co.gov,
jschmidt@crestedbutte-co.gov, cladoulis@crestedbutte-co.gov,
pmerck@crestedbutte-co.gov, evohman@crestedbutte-co.gov,
lmitchell@crestedbutte-co.gov
Subject: Vinotok Fire and Other Matters

Dear Town Council Members,

We of Vinotok realize there are a number of things to be discussed around going forward with Vinotok in the coming years, particularly in regard to the bonfire. Select Vinotok council members will be meeting May 16th to brainstorm and discuss how to best address pressing concerns and logistics with you in June. We would love to hear from any/all of you those issues that are most pressing and pertinent so we are prepared to have a smooth, positive, productive meeting with you and concerned community members.

We will be grateful for as much information as you are able to offer up at this point so we are prepared to participate in a constructive, efficient discussion. I am sure no one cares for a drawn out process, and the best way we see to prevent this, and make the best use of everyone's time is for us to be fully aware of everything that needs to be addressed so we can all share a smooth, joyous season in a spirit of collaboration.

Please do communicate anything each of you are able in the spirit of maintaining and promoting amicable relations. I will be passing all information received in response to those Vinotok council members most concerned with, and responsible for all issues needing to be addressed.

In gratitude,
Rain Hastings