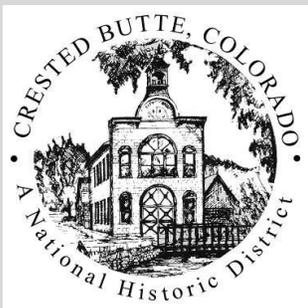


AGENDA
Town of Crested Butte
Regular Town Council Meeting
Monday, May 7, 2018
Council Chambers, Crested Butte Town Hall



Critical to our success is an engaged community and knowledgeable and experienced staff.

Town Council Values

- *Support Crested Butte's quality of life*
- *Promote resource efficiency and environmental stewardship*
- *Encourage a sustainable and healthy business climate*
- *Maintain an authentic and unique community*
- *Remain fiscally responsible*
- *Continue thoughtful management of our historic character*
- *Seek collaborative solutions to regional and local issues*

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

6:30 WORK SESSION

1) Update from Scott Morrill on County-wide Hazard Mitigation.

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

7:02 APPROVAL OF AGENDA

7:04 CONSENT AGENDA

- 1) April 16, 2018 Regular Town Council Meeting Minutes.
- 2) Paragon People's Fair Special Event Application for September 1 - 2, 2018.
- 3) Crested Butte Farmers Market Special Event Application for Sundays Starting May 27 - October 7, 2018.
- 4) Bid Award for Wayfinding Sign Fabrication and Installation.
- 5) Membership to Colorado Communities for Climate Action.

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

7:20 PUBLIC HEARING

1) Ordinance No. 8, Series 2018 - An Ordinance of the Crested Butte Town Council Repealing the Adoption of the 2003 Model Traffic Code and, in Its Place, Adopting by Reference the 2010 Edition of the Model Traffic Code for Colorado; and Providing Penalties for Violation Thereof.

7:25 2) Ordinance No. 9, Series 2018 - An Ordinance of the Crested Butte Town Council Amending the Town Code to Allow the Town Council to Adopt a Purchasing Policy by Resolution.

7:30 3) Ordinance No. 10, Series 2018 - An Ordinance of the Crested Butte Town Council Approving the Lease of a Portion of the Property at 716 Elk Avenue to the Crested Butte Wildflower Festival.

7:35 4) Ordinance No. 11, Series 2018 - An Ordinance of the Crested Butte Town Council Amending, Chapter 18, Articles 2, 9, and 13 of the Town Code Related to Building Regulations.

7:40 NEW BUSINESS

1) Discussion on Mobile Vending.

7:55 2) Ordinance No. 12, Series 2018 - An Ordinance of the Crested Butte Town Council Amending Chapter 8, Article 5 and Chapter 13, Article 3 of the Town Code Relating to Winter Parking and Refuse Containers.

- 8:05** 3) Ordinance No. 13, Series 2018 - An Ordinance of the Crested Butte Town Council Approving the Lease of the Property at 409 Second Street to the Gunnison Valley Regional Housing Authority.
- 8:10** 4) Adoption of Purchasing Policy.
- 8:20** 5) Update on Bag Ban and Ordinance No. 5, Series 2016.
- 8:35** 6) Agreement with Williford LLC for Consulting Services for Procuring a Development Partner for Blocks 76, 79, and 80 of the Town of Crested Butte.
- 8:40** 7) Award Contract for Duplex Build to High Mountain Concepts and Authorizing the Expenditure.
- 8:45** 8) Discussion of Possible Traffic Mitigation for the Summer Season.
- 9:05** 9) Ordinance No. 14, Series 2018 - An Ordinance of the Crested Butte Town Council Authorizing the Sale of Town-Owned Property Legally Described as Lot 17, Block 79, Paradise Park Subdivision, Town of Crested Butte, County of Gunnison, State of Colorado to Carson West and Sasha Chudacoff for the Sale Price of \$45,000.00.
- 9:10** **LEGAL MATTERS**
- 9:15** **COUNCIL REPORTS AND COMMITTEE UPDATES**
- 9:30** **OTHER BUSINESS TO COME BEFORE THE COUNCIL**
- 9:45** **DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE**
- Monday, May 21, 2018 - 6:00PM Work Session - 7:00PM Regular Council
 - Monday, June 4, 2018 - 6:00PM Work Session - 7:00PM Regular Council
 - Monday, June 18, 2018 - 6:00PM Work Session - 7:00PM Regular Council
- 9:50** **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).
- 10:35** **ADJOURNMENT**

Natural Hazard Mitigation Plans

The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended by the Disaster Mitigation Act of 2000 (DMA 2000), provides the legal basis for State, local, and Indian Tribal governments to undertake a risk-based approach to reducing risks from natural hazards through mitigation planning.

It places emphasis on State, Tribal, and local mitigation planning by requiring these entities to develop and submit mitigation plans as a condition of receiving various types of federal assistance.

What Are the Benefits?

Eligibility for FEMA grant programs, including:

- Pre-Disaster Mitigation (PDM)
- Flood Mitigation Assistance (FMA)
- Hazard Mitigation Grant Program (HMGP – Post-Disaster)
- An opportunity to comprehensively assess your risks and develop a strategy to reduce those risks
- Additional opportunity to integrate hazards planning into your other planning projects (i.e. comprehensive plans, land use plans, floodplain management plans emergency operations plans, etc)
- If enrolled in the NFIP Community Rating System, local mitigation plans can receive credit of 100 or more points.
- Opportunity to collaborate with other jurisdictions in identifying, planning for and mitigating against common risks.

Types of Eligible Projects

- Wildfire Mitigation: defensible space; fuels reduction; structural protection (WRWC)
- Flood Projects: Property Acquisition; Dry and Wet Flood-proofing; Elevation; “Minor Localized Flood Reduction Projects”; Detention ponds; Channel stabilization; Infrastructure Retrofit; Culverts, bridges, etc
- Utility Protection
 - Winter Weather
 - Wildfire
 - High Winds
- Safe Rooms
- Seismic Building/Infrastructure Retrofit
- Landslides/ Geologic Hazards: Channel (soil) stabilization/ protection of critical facility; Property Acquisition

What’s Different – 2013 vs. 2018

- The 2018 update is being done “in-house” without a contractor. This saves us all money, reduces FEMA requirements, and will result in a better, more reflective plan
- Human Caused and Technological Hazards are being included in this update. These are not required or scored by FEMA, nor are PDM funds available to mitigate these risks. However, the group felt it important to capture these risks, and identify potential means of mitigation.
- We will be including each jurisdictions Hazard and Risk Worksheets in the plan this time. In 2013, these worksheets were averaged together, and the resulting table was not reflective of each jurisdictions specific hazards.

MINUTES
Town of Crested Butte
Regular Town Council Meeting
Monday, April 16, 2018
Council Chambers, Crested Butte Town Hall

Mayor Schmidt called the meeting to order at 7:11PM.

Council Members Present: Will Dujardin, Kent Cowherd, Chris Haver, and Laura Mitchell

Staff Present: Acting Town Manager/Community Development Director Michael Yerman and Town Attorney Barbara Green

Public Works Director Rodney Due, Finance Director Rob Zillioux, Chief Marshal Mike Reily, and Deputy Clerk Betty Warren (all for part of the meeting)

Schmidt summarized the discussion in the Work Session.

APPROVAL OF AGENDA

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

CONSENT AGENDA

- 1) **April 2, 2018 Regular Town Council Meeting Minutes.**
- 2) **Resolution No. 6, Series 2018 - A Resolution of the Crested Butte Town Council Authorizing the Town Manager to Sign an Intergovernmental Agreement with the Gunnison County Weed District Regarding Undesirable Plant Management.**
- 3) **Authorization for the Mayor to Sign DOLA Grant Contract.**

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

PUBLIC COMMENT

Erika Vohman - 185 Slate River Drive – Riverbend

- Updated the Council regarding Sustainable CB and the upcoming bag ban set to begin September 1, 2018.
- Let the Town know Sustainable CB was grateful for the two grants they received and wanted to update the Council related to the spending of those funds.

- Sustainable CB had provided boomerang bags at various business locations for customers to use. They had set up a reusable bag bin at Clark's Market. Vohman said they expected a seamless move from plastic bags.
- Washable plastic dishes, cups, forks, etc. had been used at 45 events in 2017 and would be provided for the Town Picnic. This had kept a significant amount of materials out of the landfill.
- There were two water bottle filling stations currently, and they would like to create a third station at a new location to be determined.
- They would be asking for another grant from the Town of Crested Butte soon.
- Outreach to the community would continue.

Yerman reported that the May 7, 2018 Town Council agenda and meeting would address how Council would go forward with the bag ban.

Mitchell commented on the use of plastic straws at restaurants and suggested that an effort might be pursued in the future to stop providing plastic straws.

STAFF UPDATES

Yerman and Due represented Town Manager, Dara MacDonald, in her absence.

Rodney Due:

- Addressed traffic control, and said he would be coordinating with CDOT/CFTA on resurfacing. SH 135 work would begin the week of May 7, 2018 and continue for three weeks. They would be tearing out existing pavement and laying down new material. CDOT would place an electronic sign to warn of work and lane closures on SH 135.
- Reported on moving the house at 10 Butte to CB South tomorrow, April 17, 2018. The move would take between 2-3 hours, but Due said it could take longer. They would keep traffic delays as short as possible. The home that was moved would be "recycled" at a new location. Mitchell asked about a backup plan for inclement weather. Reily said they had a window to extend the move, but unless there were high winds or severe snow, it looked good for April 17th.
- Bid package for fencing at the Public Works yard would go out this week.
- Reported on water outage on Elk Avenue. The timing for the shut off was selected on the basis of time of the year, reduced number of people in town, and ability of crews to complete the work as quickly as possible.
- Digging at Chamber parking lot for installation of broadband.

Michael Yerman:

- Yerman said the Marshals' electric motorcycles were being utilized and would see greater use as the weather improved.
- Yerman spoke for MacDonald about the Stephen Saunders talk on Climate Change. Stephen Saunders had said Crested Butte was not a member of Colorado Communities for Climate Action. Yerman asked if the Council had interest in

- pursuing a membership. The issue was moved to “Other Business” for further discussion.
- Mel Yemma, previously from HCCA, had been hired for Creative District/Open Space Coordinator. Her official start date would be April 30, 2018.
 - Landfill Clean-up was scheduled for April 23, 2018.
 - Town Clean-up would be May 19, 2018.
 - Intergovernmental Dinner was scheduled for June 7, 2018. Locations discussed were Elk Avenue Prime and Parish Hall. An agenda would be forthcoming.
 - Town Picnic would be held on June 8, 2018. Parks and Rec would send a sign-up sheet May 7, 2018.
 - The Crested Butte Hotel was not planning to begin construction in 2018.
 - Large projects going through building permit approval to include:
 - Horseshoe Building.
 - O’ Be Joyful expansion.
 - 203 Elk Avenue.
 - Parks and Rec would be officially online for the summer as of May 25, 2018.
 - Youth sports start the week of April 23rd. Spring soccer starts week of April 30th.
 - Clerks expect to include special event applications for three events at the next Town Council meeting.
 - New application received for retail marijuana dispensary (Sun House CB, LLC) at 309 Bellevue Avenue.
 - Discussion related to mobile vending would be on the next Town Council agenda.
 - Cemetery to have fourth winter burial.
 - Finance update on Employee Handbook close to completion.
 - Spring cycle for community grants open until May 18, 2018.
 - Expect first quarterly budget update at May 7, 2018 Town Council meeting.

NEW BUSINESS

1) Comment Letter on Forest Plan Revisions.

Yerman spoke about the GMUG (Grand Mesa, Uncompahgre, and Gunnison) Forest Planning Revision Effort. He said that GPLI (Gunnison Public Lands Innovative) was listening to what the Town had requested, and the process had been good. This was the last stage before going into planning.

Dujardin said to add “trout/fishing as a sport” to the “At-Risk Species” section of the letter. He also suggested that the sentence on “oil and gas” was not as effective as it might be related to the importance of the issue in Crested Butte. He stressed the fact that climate change mattered to Crested Butte. Yerman would rewrite these sections to reflect the addition and change of wording.

Haver moved and Mitchell seconded a motion to authorize the Mayor to sign the comment letter on GMUG’s Forest Plan Revision: Scoping with revisions. A roll call vote was taken with all voting, “Yes”. **Motion passed unanimously.**

2) Ordinance No. 8, Series 2018 - An Ordinance of the Crested Butte Town Council Repealing the Adoption of the 2003 Model Traffic Code and, in Its Place, Adopting by Reference the 2010 Edition of the Model Traffic Code for Colorado; and Providing Penalties for Violation Thereof.

Reily explained that the 2010 Traffic Code was the most current version, and was in Pdf format. Previous versions were paper documents. He said that the Town should adopt the 2010 Model Traffic Code in the current Town Code. References to the 2003 Model Traffic Code needed to be repealed and replaced with the 2010 Model Traffic Code. It was consistent with State Model Traffic Code. Reily stated that more changes were to come, but they would continue to update the current language.

Haver asked about low speed electric vehicles and the criteria for using streets. It was asked if golf carts were allowed in town. Reily said roadworthy vehicles must have lights, turn signals, be plated, and insured. The minimum speed on the highway was 40 mph, so golf carts would not be allowed on the highway.

Mitchell moved and Dujardin seconded a motion to set Ordinance No. 8, Series 2018 for public hearing on May 7, 2018. A roll call vote was taken with all voting, "Yes".
Motion passed unanimously.

3) Ordinance No. 9, Series 2018 - An Ordinance of the Crested Butte Town Council Amending the Town Code to Allow the Town Council to Adopt a Purchasing Policy by Resolution.

Schmidt asked if there were any changes following Zillioux's presentation at the last meeting. Zillioux said there were no changes.

Haver moved and Dujardin seconded a motion to set Ordinance No. 9, Series 2018 for public hearing on at May 7, 2018 Town Council meeting. A roll call vote was taken with all voting, "Yes".
Motion passed unanimously.

4) Ordinance No. 10, Series 2018 - An Ordinance of the Crested Butte Town Council Approving the Lease of a Portion of the Property at 716 Elk Avenue to the Crested Butte Wildflower Festival.

Yerman explained that this was an effort by staff to get updated on leases. The Wildflower Festival had been paying \$0 per year, and the execution of this lease would increase the annual rate from \$0 to \$354.

Dujardin moved and Haver seconded a motion to set Ordinance No. 10, Series 2018 for public hearing on May 7, 2018. A roll call vote was taken with all voting, "Yes".
Motion passed unanimously.

5) Ordinance No. 11, Series 2018 - An Ordinance of the Crested Butte Town Council Amending, Chapter 18, Articles 2, 9, and 13 of the Town Code Related to Building Regulations.

Yerman reported on the annual reviews of adopted Building Codes by the Town's Community Development. There were a few minor amendments identified by staff this year. Minor edits to Ordinance No. 11, Series 2018 were made to Adopted Residential Codes.

The previous amendment did not adequately address stacked duplex units or single-family dwellings with an attached ADU. The proposed exception would not require sprinklers for stacked duplex units, if they were under single ownership. They would have to include adequate fire separation as defined in the Code. The stacked configuration could apply with attached ADU's to a single-family residence.

Yerman reported that most of changes were clean-up. The changes/edits were to three sections of the proposed ordinance to include:

Amending requirements for plans related to Building Permits:

1. Residential Code- The previous amendment did not fully address stacked duplex units or single-family dwellings with an attached ADU. The proposed exception would not require stacked duplex units to include sprinklers provided they are under single ownership and have adequate fire separation defined in the code. Stacked configuration could also be allowed with attached ADU's to a single-family residence.
2. Energy Code-There were minor revisions that retracted some items for 2018. An added provision would be the requirement of a REMP (Renewal Energy Mitigation Program) permit when heat tubing was placed in concrete for sidewalks and driveways. A REMP permit and applicable fees would be required when the system was connected.
3. Building Permits-Engineered plans needed to be provided as required in the IRC for engineered plans and with a commercial and multi-family project. This did not require engineered or stamped plans at the BOZAR design phase of a project.

Green explained that when you adopt a Code by reference, you had to consider what you were doing that was different from the Uniform Code you adopted. That was the reason the wording was so difficult to plow through, because it was based upon how you were amending Standard Code.

Cowherd requested a change to the wording with agreement from Council in Section 18-13-20 Building Permit Applications from "registered" design professionals to "state registered or licensed" design professionals.

Mitchell moved and Haver seconded a motion to set Ordinance No. 11, Series 2018 for public hearing on May 7, 2018 with Kent Cowherd's revisions. A roll call vote was taken with all voting, "Yes". **Motion passed unanimously.**

6) Discussion of Possible Traffic Mitigation for the Summer Season.

Schmidt stated that Cowherd had raised the concern about traffic flow/congestion during summer months, particularly July. Cowherd said that last year Town was overwhelmed with cars at intersections proceeding down 6th Street.

Morning, lunch and dinner hours were the most congested. He said traffic backed up coming through intersections at Gothic, Elk, and Whiterock on 6th Street. He asked how Crested Butte might create a better balance during these times. As he considered solutions, he said this was a traditional town, so a traditional solution might be to have manned crossings at the three intersections on 6th Street. Intersections could be manned during critical times of the day and through the month of July. Two of the three intersections on 6th Street were under CDOT's jurisdiction.

Cowherd said he was trying to solve a particular traffic issue to potential traffic flow problems in July and was asking for other solutions/suggestions from the Council. He wanted to know if Council agreed there was a problem with traffic flow, would manning intersections be a practical solution, and what the impact would be on the budget.

Due reported that he attended the CDOT meeting and brought up this issue with engineers in attendance. Their initial reaction was not to allow manned support, but they gave Due the name of a department representative for inquiries under CDOT's jurisdiction. Due was unable to get in touch before the meeting.

Due said there would have to be a "flagger certified" requirement at these intersections. The minimum age to certify was 18 years of age. He said it would be difficult to fill those qualified positions in a part-time capacity. Manning the school crossing had been problematic, as interested parties had to go to a class to become certified. The hours would be sporadic for personnel. MacDonald's staff report said hiring part-time traffic control positions would be difficult and suggested revisiting the 2015 Transportation Plan and possible roundabout construction.

Reily stated that providing manpower from the marshals' department was not realistic, as they do not have sufficient staffing to cover these part-time requirements. He said that 6-8 certified people would be required to cover at intersections. The cost to train and man with marshals would be in the range of \$5,000-\$25,000 and would be a big task to coordinate. Reily and Due both indicated it could be done, but not easily. Reily said it might change the pedestrian/cycling nature of town. He considered the idea that efficient traffic flow could create more drivers, and that people might not bike and walk as readily.

Schmidt said to wait for a response from the state/CDOT and to continue the discussion to the next Town Council meeting on May 7, 2018.

7) Update on Brush Creek Project.

Yerman updated the Council on the Corner at Brush Creek Sketch Plan application. He reported that the Planning Commission and County Commissioners continued the joint public hearing to May 4, 2018.

Green said there was not an update on the contract. They had been working with the subcommittee for Council on the Brush Creek issue. She stated that they would stay closely in touch with county attorney's office. There was still the open question as to whether Mt. Crested Butte would appoint another person to the Council. There was no intention of entering into a contract in the short term.

Schmidt asked about the execution of the contract and stated that the RFP included traffic within the proposal. The application was not meeting the original criteria. Green said that the contract had not been signed, but they would continue to work with counsel in an effort to address all of the concerns.

Cowherd said that this Brush Creek project did not meet the standards of criteria for compatibility as defined in the Gunnison county LUR documents. He specifically referenced use, size, and scale. The long standing community values of open space and scenic views were not addressed by the proposal. It did not preserve the character and sense of place of one of Colorado's last great mountain valleys. This movement toward a large scale higher density residential project did not include the building of the parking lot. There were potential options for the property that were much less dense with greater community compatibility.

Dujardin agreed about large buildings, corridor density, the size problem with the project, but he said some of the buildings within the project were acceptable.

Schmidt said Council would continue to recognize and support affordable housing projects, just not this particular one with high density. He said it was not a complete affordable housing project anyway but more of free market housing with few affordable housing options. He reiterated that affordable housing projects in the valley were important to the Town Council.

Haver stated that the community had a large housing rental demand, and it made sense that developers would be coming in to pursue new ideas and projects. This project satisfied the entire need. He said Mt. Crested Butte was looking for a year round economy, however, what would happen to the Deli Trail, cross country trails, and the Slate River pull-out. Nothing indicated that this was the only solution.

LEGAL MATTERS

Green to update/provide counsel during Executive Session.

COUNCIL REPORTS AND COMMITTEE UPDATES

Chris Haver:

- Attended Sustainable Tourism Outdoor Recreation meeting. He said it was a large group working together and was a well-run committee. It was still in its early stages, but he indicated it was a positive movement going forward.

Schmidt asked if trails would lose momentum. Haver said the Committee would identify rec areas used and create an algorithm for environmental and economic impact. They would bring all small groups together for decision making and would give a better and wider focus on needs.

Kent Cowherd:

- Updated Council on Creative District.

Jim Schmidt:

- Reported on the Climate Change presentation and said there was not a lot of good news about snow amounts in the future. He said that ski areas needed an entire season to be profitable, and even a season shorter by a month, impacted profitability.
- The Cemetery Committee meeting was a discussion that confirmed the emphasis of 2018 projects to be on restoration/stabilization of older or damaged headstones. The Committee would also be restoring the Baby Richardson wood fence and headstones.
- The Housing Committee meeting was scheduled for this past Wednesday but had been moved to this coming Wednesday.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

The Council continued the discussion related to potential membership with the Colorado Communities for Climate Change. Dujardin said it would be a great option, and that it aligned with the values of Town. Cowherd had looked at the website and found it to be very positive.

When asked how membership would be funded, Yerman said it would probably come out of the Council budget (possibly the Council Discretionary budget). The annual fees would be \$1,000-\$2500 for a community the size of Crested Butte. It was not a major expenditure.

Haver said to place the topic on the “Consent Agenda” for the next meeting.

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, May 7, 2018 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, May 21, 2018 - 6:00PM Work Session - 7:00PM Regular Council

- Monday, June 4, 2018 - 6:00PM Work Session - 7:00PM Regular Council

EXECUTIVE SESSION

Schmidt read the reason for the 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) regarding the Heights Open Space.

Haver moved and Mitchell seconded a motion to go into Executive Session for the reason stated. A roll call vote was taken with all voting, "Yes". **Motion passed unanimously.**

The Council went into Executive Session at 8:44PM. The Council returned to open meeting at 9:32PM. Mayor Schmidt made the required announcement before returning to open meeting.

ADJOURNMENT

Mayor Schmidt adjourned the meeting at 9:33PM.

Jim Schmidt, Mayor

Betty Warren, Deputy Town Clerk (SEAL)



Staff Report

May 7, 2018

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Lynelle Stanford, Town Clerk
Subject: Paragon People's Fair Special Event Application
Date: April 5, 2018

Summary:

Megan Craver, event organizer for the Paragon People's Fair, submitted the special event application on behalf of the Paragon Art Gallery, Inc. 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 1st - 2nd, 2018. The event organizer proposed live music on 3rd Street. Also, there would be food vendors located on 3rd Street. Set up would begin on Saturday, September 1st at 7AM, and clean up would be completed by 6PM on Sunday, September 2nd.

Recommendation:

To approve the Paragon People's Fair special event application as part of the Consent Agenda.



TOWN OF CRESTED BUTTE SPECIAL EVENT APPLICATION

1. EVENT INFORMATION:

Name of Event: Paragon People's Fair

Date(s) of Event: 9/1 - 9/2 2018

Location(s) of Event: 2nd and 3rd block of Elk Avenue, one half block on both sides of the 3rd st intersection of Elk Avenue

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

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

Event Schedule and Description of Event Attached

Name of Organization Holding the Event ("Permittee"): Paragon Art Gallery, Inc.

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

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

Date	<u>9/1/2018</u>	Time: From	<u>10am</u>	To	<u>5pm</u>
Date	<u>9/2/2018</u>	Time: From	<u>10am</u>	To	<u>4pm</u>
Date	_____	Time: From	_____	To	_____
Date	_____	Time: From	_____	To	_____

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

Date	<u>9/1/2018</u>	Time: From	<u>7am</u>	To	<u>6pm</u>
Date	<u>9/2/2018</u>	Time: From	<u>9am</u>	To	<u>6pm</u>
Date	_____	Time: From	_____	To	_____
Date	_____	Time: From	_____	To	_____

Expected Numbers: Participants: 80 Spectators: 300

Name of Event Organizer: Megan Craver

Phone: _____ Cell Phone: 484-515-7169

E-Mail: Cravermeg@gmail.com Fax Number: _____

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

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

Mailing Address of Organization Holding the Event: P.O. Box 3 Crested Butte, Co 81224

Email Address of Organization: paragongallery@yahoo.com Phone Number: 970-349-6484

2. INSURANCE, LIQUOR PERMITS, SECURITY PLANS:

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

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

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

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

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

Is Proof of Insurance Attached? Yes No

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

Will Your Event Require Any Road Closures? Yes No

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

Streets: Elk Avenue 2nd and 3rd Block Date 9/1-9/2 Time: From 9/1 7:00AM To 9/2 6:00PM

Streets: 3rd St. Half Block closest to Elk Avenue Date 9/1-9/2 Time: From 9/1 7:00 AM To 9/2 6:00 PM

Streets: _____ Date _____ Time: From _____ To _____

Streets: _____ Date _____ Time: From _____ To _____

Streets: _____ Date _____ Time: From _____ To _____

Streets: _____ Date _____ Time: From _____ To _____

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

If Yes, Explain Impact (include times): Starting 9/1 at 7:00AM and ending at 6:pm on 9/2

Will Your Event Affect Any Handicapped Parking Spaces? Yes No

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

Describe Plan for Parking: ^{Town} We will baracade road closures with proper signage. Visitors will still be able to park on most of Elk Avenue and surrounding streets

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, ~~trash removal~~, police security at night, removal of planters, Friday night no street parking notices,

Does Your Event Include a Parade? Yes No

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

Signature of Event Coordinator

4. AMPLIFIED SOUND AND NOTIFICATION:

Will There Be Amplified Sound at This Event? Yes No

If Yes, Describe: Live Music

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

Describe Plan for Notifying Businesses and Residents Impacted by Your Event: We will hand out notice of amplified sound to businesses. There will be food carts to help alleviate strain on local restaurants.

5. TRASH, RECYCLING, PORTABLE TOILETS AND RESTROOMS:

How much trash do you anticipate generating at the event? 6 additional trash cans

What recyclable products will be generated at the event? Possibly plastic cups and to-go food containers

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

Contracting waste management, and reusable/sustainable CB to rent cups and plates. Refundable cleanup deposit. Rent a 5 cubic yard dumpster and provide additional recycling.

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

Utilize public restrooms our event is small.

6. SALES TAX:

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

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

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

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

Town of Crested Butte Sales Tax Application is Attached.

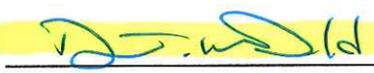
List of Vendors with your Crested Butte Sales Tax Application.

7. BANNER PERMITS:

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

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

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

Town Manager Approval: 

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

8. PLEASE REVIEW, SIGN, AND DATE:

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

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

Megan Craver
 Print Name Clearly / Signature of Applicant (Permittee)

1/14/2018
 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 02/02/2018 that have been posted, and by documents delivered to this office electronically through 02/06/2018 @ 11:28:40 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/06/2018 @ 11:28:40 in accordance with applicable law. This certificate is assigned Confirmation Number 10704061 .



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 INSURANCE
SPECIAL EVENT LIABILITY GROUP INSURANCE TRUST, A RISK PURCHASING GROUP

20

FACILITY OWNER: (Additional Insured)		PRODUCER:	Certificate # 81130
Town of Crested Butte P.O. 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 Art Gallery, Inc. P.O. Box 3 Crested Butte, CO 81224 Attention: Megan Craver		TYPE OF EVENT:	Not for Profit Art and Crafts Fair
		EVENT DATE(S):	September 1 & 2, 2018
		EVENT LOCATION:	2nd and 3rd Block of Elk Avenue Crested Butte, CO
		ATTENDANCE:	760
		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.

This contract is delivered as surplus line coverage under the Nonadmitted Insurance Act. The insurer issuing this contract is not licensed in Colorado but is an approved nonadmitted insurer. There is no protection under the provisions of the Colorado Guaranty Act.

INSURER A:		COLONY INSURANCE COMPANY				
INSR LTR	Type of Insurance	Policy Number	Effective	Expiration	Policy Limits	
A	Commercial General Liability	103 GL 0021111	1/1/2018	1/1/2019	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	\$1,000,000
					Medical Payments	\$5,000
					Liquor Liability Each Occurrence	Not Included
					Liquor Liability Aggregate	Not Included

COVERAGE TERMS:

Occurrence Form (CG 0010) Host Liquor Liability <u>Included</u> . Full Liquor Liability Included <u>when a separate premium has been charged</u> .	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 INSURED:

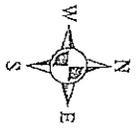
CANCELLATION: Should the above described policy(s) be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the insured event holder and additional insureds listed.

AUTHORIZED REPRESENTATIVE:		DATE ISSUED:	March 6, 2018
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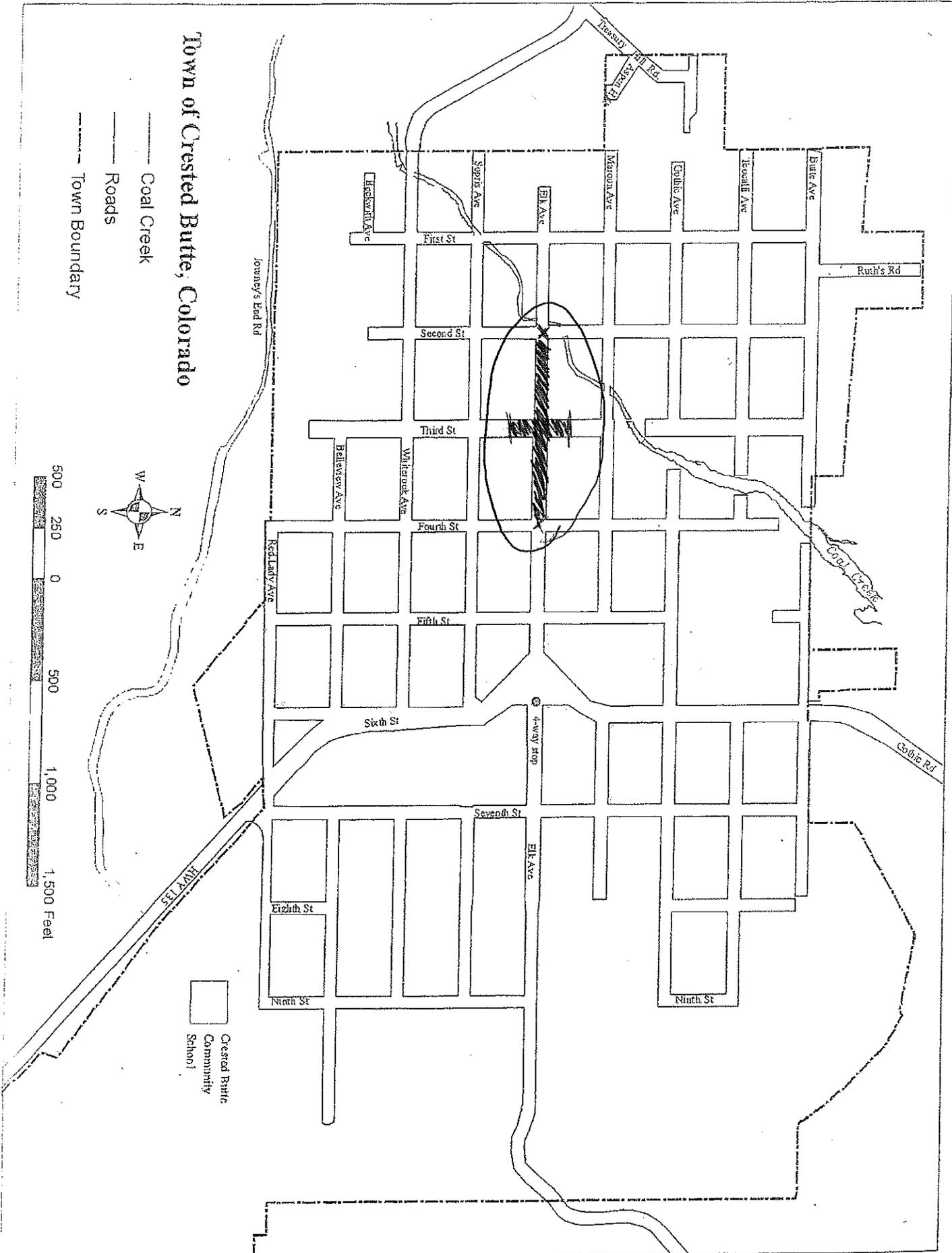
Entity Copy

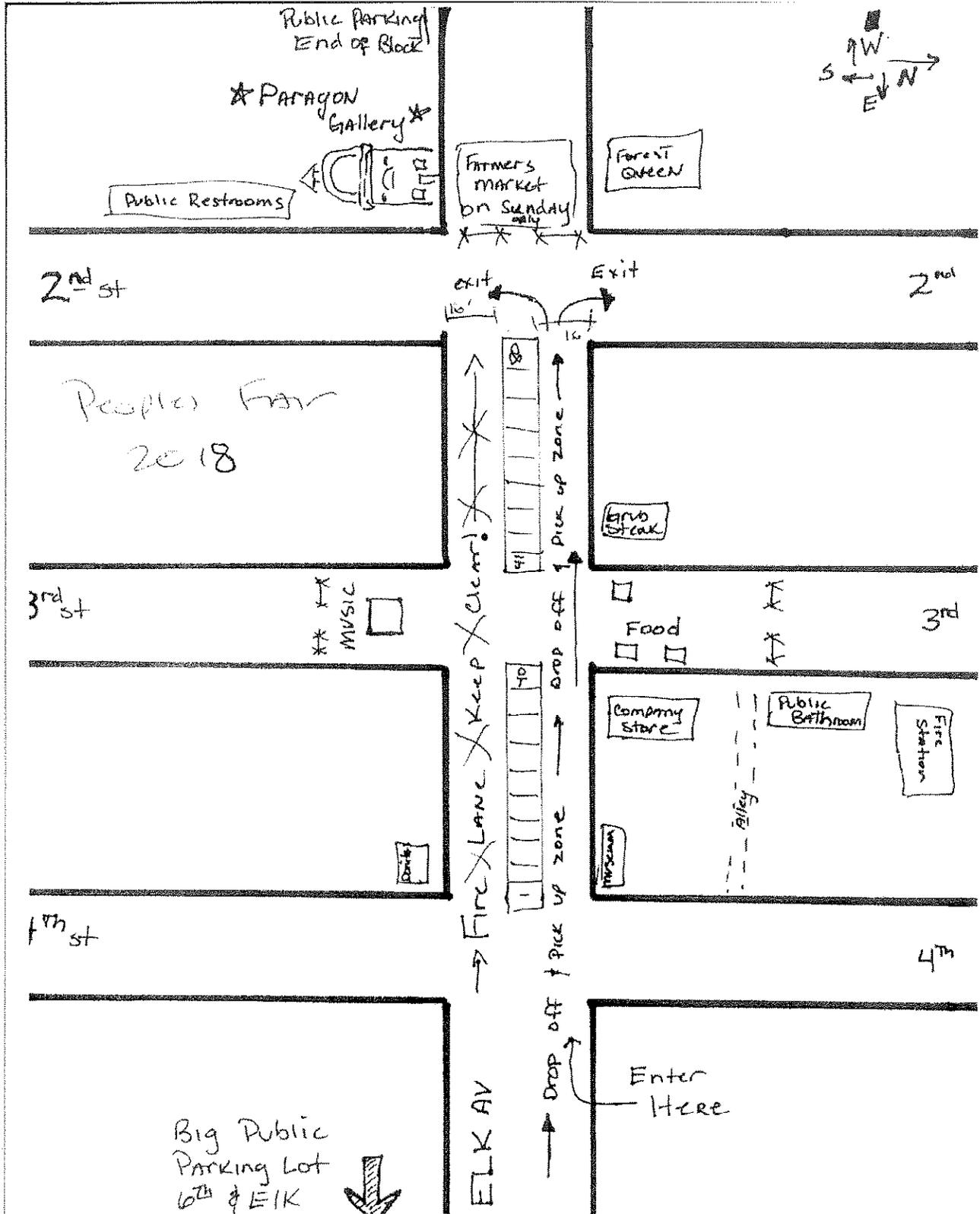
Town of Crested Butte, Colorado

--- Coal Creek
 --- Roads
 - - - - - Town Boundary



[] Crested Butte
 Community
 School





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: 5/3/18
Name (Printed): MICHAEL REILY

Conditions/Restrictions/Comments:
MIRROR OF RODNEY'S COMMENTS.
WE WILL NOT PROVIDE SECURITY
OVERNIGHT FOR THE DISPLAYS.
(SECTION 3)

Public Works:

Signature: [Signature] Date: 4/4/2018
Name (Printed): Rodney R Dine

Conditions/Restrictions/Comments:
OK, will work with Marshal's
& organizers.
Request meeting 2 weeks
prior to event to work out
details. Thank you

Parks and Recreation:

Signature: [Signature] Date: 3/15/18
Name (Printed): Janna Hansen

Conditions/Restrictions/Comments:
There was no request for
picnic tables. Do they want
them this year?

Town Clerk:

Signature: [Signature] Date: 4-6-2018
Printed Name (Printed): Lyndie Stanford

Conditions/Restrictions/Comments:

Town Manager:

Signature: [Signature] Date: 5/2/18
Printed Name (Printed): DARA MacDONALD

Conditions/Restrictions/Comments:



Staff Report

May 7, 2018

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Lynelle Stanford, Town Clerk
Subject: Crested Butte Farmers Market Special Event Application
Date: April 6, 2018

Summary:

Catherine Vader is the event organizer for the Crested Butte Farmers Market. The Farmers Market takes place on Sundays beginning May 27th through October 7th, 2018. The Farmers Market is typically located in the 100 Block of Elk Avenue, except it will be relocated on Sunday, August 5th to Big Mine to collaborate with 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.



TOWN OF CRESTED BUTTE SPECIAL EVENT APPLICATION

1. EVENT INFORMATION:

Name of Event: Crested Butte Farmers Market

Date(s) of Event: 20 consecutive Sundays, May 27th - October 7th

Location(s) of Event: 100 Block of Elk Avenue, between 1st + 2nd

Streets → **NOTE!** Sunday, August 5th we will relocate

Map Attached Showing Location of Event *Attach map showing location of event* to the Big Mine Parking lot during the CB Arts Festival

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

Event Schedule and Description of Event Attached

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

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

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

Date <u>all Sundays</u>	Time: From <u>10 am</u>	To <u>2 pm</u>
Date _____	Time: From _____	To _____
Date _____	Time: From _____	To _____
Date _____	Time: From _____	To _____

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

Date <u>all Sundays</u>	Time: From <u>8 am</u>	To <u>3:30pm</u>
Date _____	Time: From _____	To _____
Date _____	Time: From _____	To _____
Date _____	Time: From _____	To _____

Expected Numbers: Participants: ~ 35-40 vendors Spectators: several hundred throughout 4 hour market period

Name of Event Organizer: Catherine Vader

Phone: 970.901.4181 Cell Phone: same

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

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

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

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

Email Address of Organization: info@cbfarmersmarket.org Phone Number: same

2. INSURANCE, LIQUOR PERMITS, SECURITY PLANS:

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

We do have a wine vendor, but his product is not consumed at the market - at home consumption only

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

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

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

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

Is Proof of Insurance Attached? Yes No

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

Will Your Event Require Any Road Closures? Yes No

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

Streets: 100 Block of Elk Ave Date ^{Sundays} 5/27 - 10/7 Time: From 6 am To 3:30 pm
between 1st + 2nd Streets

Streets: _____ Date _____ Time: From _____ To _____

Streets: Big Mine Parking Lot Date 8/5 only Time: From 6 am To 3:30 pm

Streets: _____ Date _____ Time: From _____ To _____

Streets: _____ Date _____ Time: From _____ To _____

Streets: _____ Date _____ Time: From _____ To _____

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

If Yes, Explain Impact (include times): _____

Will Your Event Affect Any Handicapped Parking Spaces? Yes No

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

Describe Plan for Parking: Public Parking

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):

Does Your Event Include a Parade? Yes No

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

Signature of Event Coordinator

4. AMPLIFIED SOUND AND NOTIFICATION:

Will There Be Amplified Sound at This Event? Yes No

If Yes, Describe: _____

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

Describe Plan for Notifying Businesses and Residents Impacted by Your Event: _____

Written notification in advance of first event.

5. TRASH, RECYCLING, PORTABLE TOILETS AND RESTROOMS:

How much trash do you anticipate generating at the event? 1 garbage can per Sunday

What recyclable products will be generated at the event? plastic cups and containers from concessions, plastic bottles or cans from vendors

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

We provide 1 large trash can, placed near our concession vendors, for non-recyclable waste. We provide 2 banks of recycling containers, 1 at each end of the market. We dispose of all trash and recycle all recyclables ourselves.

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

We will not require any portable toilets, but will instead utilize the Public Restrooms inside Old Town Hall.

6. SALES TAX:

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

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

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

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

Town of Crested Butte Sales Tax Application is Attached.

List of Vendors with your Crested Butte Sales Tax Application.

7. BANNER PERMITS:

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

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

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

we don't have a banner on site, but a couple of folding sandwich boards at each end of the block
Town Manager Approval: 

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

8. PLEASE REVIEW, SIGN, AND DATE:

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

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

Catherine Vader / Cathy Vader
 Print Name Clearly / Signature of Applicant (Permittee)

3/16/18
 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 .

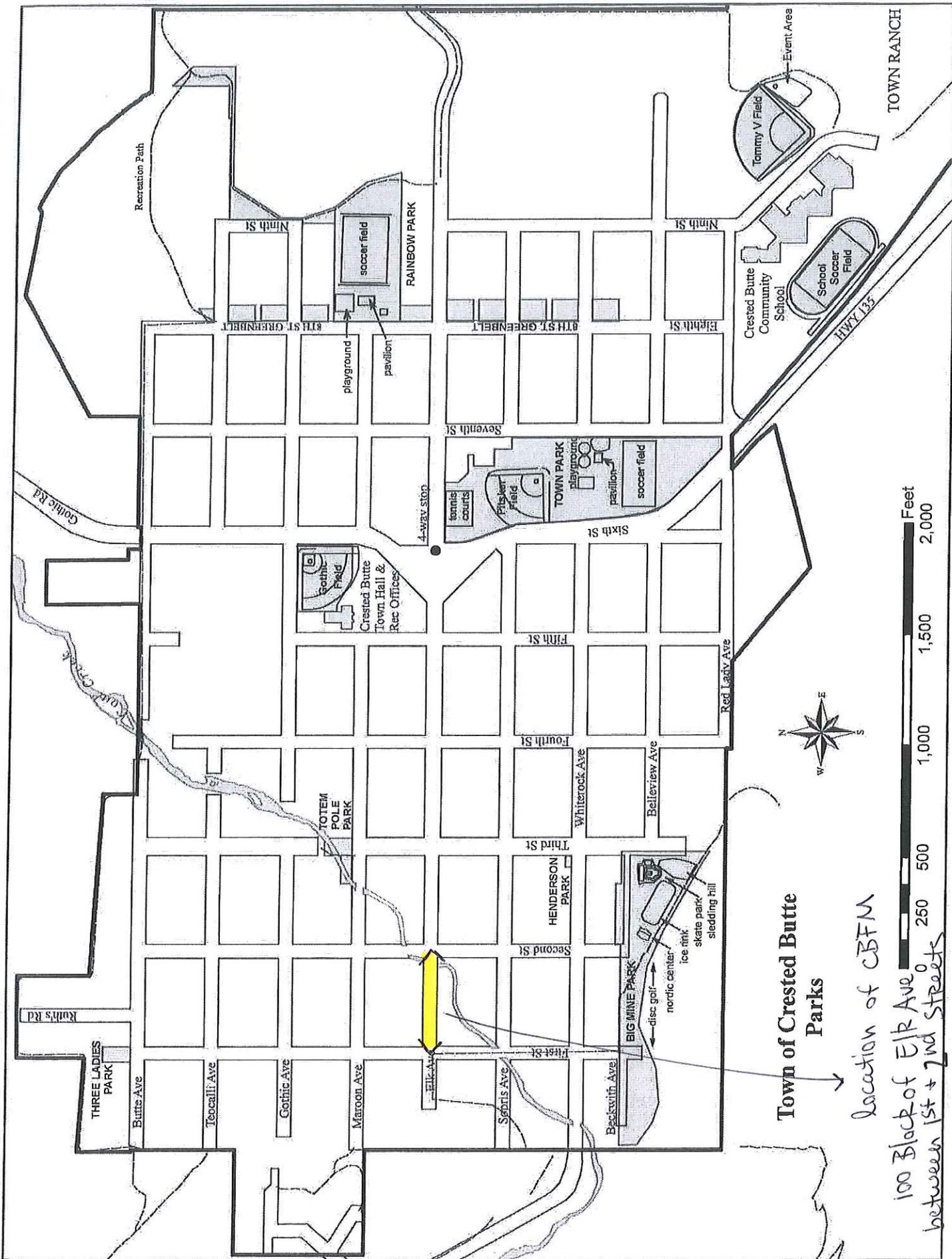
This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/05/2018 that have been posted, and by documents delivered to this office electronically through 04/06/2018 @ 09:29:08 .

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 04/06/2018 @ 09:29:08 in accordance with applicable law. This certificate is assigned Confirmation Number 10825661 .



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."



**Town of Crested Butte
Parks**

location of CBFM
100 Block of Elk Ave
between 1st + 2nd Streets

Event Schedule

Saturday Afternoon/Evening:

5 pm - put out "No Overnight Parking" signs on 100 Block of Elk Avenue

Sunday:

6 am - put cones at both ends of the 100 Block of Elk to barricade off street

8 am - vendors begin to arrive for set up

8 am to 9:30 am - vendor set up

9:30 am - all vendor vehicles must be out of the market area

10 am - market opens

2 pm - market closes

2 pm - 3:30 pm - vendor take down

3:30 pm - street is clear of all market vehicles and opened back up again for through traffic and parking

Description of Event

The Crested Butte Farmers Market (CBFM) was created to support regional farmers and artisanal food producers by providing an avenue that allows them to sell their products directly to the public. We are dedicated to promoting sustainable agriculture and farm-to-consumer sales. We offer certified organic and naturally grown products.

The Crested Butte Farmers Market runs for 20 consecutive Sundays from May 27th through October 7th. The CBFM is located in downtown Crested Butte on the 100 Block of Elk Avenue, between 1st and 2nd Streets. The CBFM hosts between 35 and 40 vendors each season. We boast a wide variety of Colorado vendors and products, all from within a 100 mile radius of Crested Butte, including: produce, meats, cheeses, juices, cut flowers, body care products, cottage food products (jams, jellies, fermented foods, sauces), fish, baked goods, wine, concessions, jewelry, arts, crafts and various services.

This season, we will once again be relocating to the parking lot in front of the Big Mine Ice Rink during the Crested Butte Arts Festival, on Sunday August 5th.

DEPARTMENT APPROVALS (For Official Use Only)

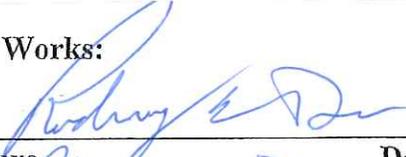
Note: Please clearly state in your comment area what requested services your department will/will not provide for the event.

From: Michael Reily
Sent: Thursday, March 29, 2018 10:46 AM
To: Betty Warren
Subject: RE: Special Event: CB Farmer's Market

Conditions/Restrictions/Comments:

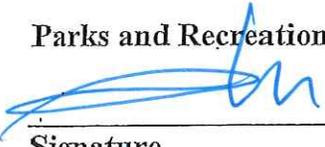
Ok per CBMO.
Mike

Public Works:

 4/3/2018
Signature Date
Rodney E Duce
Name (Printed)

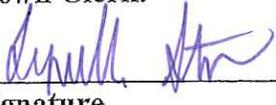
Conditions/Restrictions/Comments:
OK

Parks and Recreation:

 4/3/18
Signature Date
Janna Hansen
Name (Printed)

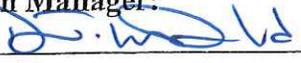
Conditions/Restrictions/Comments:
OK - Happy Summer!

Town Clerk:

 4/6/2018
Signature Date
Lynelle Stanford
Printed Name (Printed)

Conditions/Restrictions/Comments:

Town Manager:

 4/9/18
Signature Date
Dara MacDonald
Printed Name (Printed)

Conditions/Restrictions/Comments:

CRESTED BUTTE FARMER'S MARKET (SUNDAYS MAY 27 - OCT 7, 2018)
37

Crested Butte Fire Protection District:

Signature Ric Ems Date 4/30/18
Printed Name (Printed) Ric Ems

Conditions/Restrictions/Comments:
OK

Mt. Express Bus Services
Signature [Signature] Date 3/29/18
Printed Name (Printed) Chris Laiser

Conditions/Restrictions/Comments:
OK

Official Use Only:

Application Received 3/16/18 Date Distributed 3/29/18

Council Date (if applicable) MAY 7, 2018

Approval Date _____ Method of Approval: Administratively By Town Council

Approval Contingencies _____

Application fee \$25 Check # 1861 Date Paid 3/16/18

Permit Fee \$475 Check # 1861 Date Paid 3/16/18

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 # 1861 Date Paid 3/16/18 Date Returned: _____



Staff Report

May 7, 2018

To: Mayor Schmidt and Town Council

Thru: Dara MacDonald, Town Manager
Michael Yerman, Community Development Director

From: Bob Nevins, Town Planner

Subject: **Construction Services Contracts-Wayfinding Signage
Sign Guys & Gal!, Inc. and Ira Houseweart Metalworks, LLC**

Date: May 7, 2018

Purpose:

To approve executing construction services contracts with the Sign Guys & Gall, Inc. of Gunnison for the fabrication, manufacture and installation of new wayfinding signage and Ira Houseweart Metalworks, LLC of Hotchkiss for the forging of decorative iron brackets for the secondary signs. The total budget of both contracts is not to exceed \$43,690.00.

Background:

Beginning in early 2016, the Community Development Department along with the Creative District Commission have been working to create a comprehensive, integrated and well-designed town-wide wayfinding signage program. The goals of the wayfinding project are to:

- Design a wayfinding system that integrates art/design
- Promote the Town of Crested Butte and its Historic District and Creative District
- Foster people wandering through the Town
- Direct visitors and residents to central sites for additional, detailed information (i.e. Chamber of Commerce)
- Partner with other public organizations with an interest in the wayfinding system
- Promote the integration of wayfinding signs with landscaping and architectural design
- Direct visitors to destinations and points of interest in and near the Town
- Identify and promote the use of underutilized public parking areas

In March 2017, a Wayfinding Committee was formed to work on the design of the new signage. Committee members included: Austin Ross (BOZAR), Kimbre Woods/Mary Tuck (Creative District), and Chris Ladoulis (Town Council). These committee members were joined by Hilary Henry, Hilary Mayes, and Molly Minneman from Town Staff and consultants Margaret Loperfido of Sprout Studios and Keitha Kostyk of Blaze Associates as the signage/graphic designers.

In developing the design concepts for the wayfinding signage, the Wayfinding Committee strived to identify imagery that:

1. Fit the context and character of the Town, especially the Historic District.
2. Honored the authentic character and iconic symbols of the Town.
3. Featured artistic elements, consistent with the vibrancy of the Creative District

Attached is the Wayfinding Design Packet (Exhibit A) that contains the primary signs; CDOT specifications and details; secondary signs; tertiary signs and a signage location map which were included as part of the Request for Proposals.

Request for Proposals:

On February 20, 2018, the Town of Crested Butte posted a Request for Proposals (RFP) for the manufacturing and installation of the primary and tertiary signage along with a Request for creating hand-forged iron brackets for the new signs.

The proposed primary signage design emphasizes the unique building character of the Town of Crested Butte and two of our iconic mountains: Mt. Emmons and Mt. Crested Butte. It also includes wood elements that are consistent with BOZAR standards.

The proposed secondary signage design features three unique elements identified with the character of the Town of Crested Butte: wildflowers, skiing, and mining. These elements were chosen to highlight the summer and winter seasons, as well as our history, natural heritage, and close ties with recreation. The elements will be included in forged iron brackets, a craft that requires exceptional artistic skill, and will highlight our community's commitment to the Arts and the Creative District.

Bid Proposals:

The deadline for the submittal of the wayfinding sign bid proposals to the Town was March 16, 2018. A total of eight (8) companies responded to the RFP. Five (5) of the firms submitted proposals for the manufacturing and installation of the signage; and four (4) companies submitted bids for the fabrication of the creative capstones. Included is the Bid Summary Sheet (Exhibit B).

On March 29, 2018, the Selection Committee comprised of Lisa Wishard (CB Creative District), Pete Curvin (Parks/Recreation), Brad Cadwell (Public Works) and Bob Nevins (Community Development) met at Town Hall to review the proposals and make the selections based on the firms' responsiveness to the RFP, qualifications/experience, previous Town projects, scheduling and bid estimate with consideration given to local businesses and artisans. After reviewing all of the proposals and discussion among the members, the Committee voted unanimously to select:

- **Sign Guys & Gall, Inc.** of Gunnison with a total budget estimate of \$36,814.00 to \$38,690.00. Fabrication of the artwork capstones: \$7,470.00; and manufacturing and installation of the wayfinding signage: \$29,344.00 to \$31,220.00.
- **Ira Houseweart Metalworks, LLC** of Hotchkiss, with a budget of \$5,000.00 and the Committee's second choice, was ultimately awarded the iron bracket contract based on the Town's competitive bidding policy and being the lowest qualified bidder.

Recommendation: A Council member make a motion, followed by a second to approve authorizing the execution of a construction services contracts with the Sign Guys & Gall, Inc. and Ira Houseweart Metalworks, LLC to fabricate, manufacture and install new wayfinding signage.

Exhibits:

A-Wayfinding Design Packet

B-Bid Summary Sheet



WAYFINDING

C R E S T E D B U T T E

January 31, 2018 - Issue for Bid

Drawing Index:

- L1.1 - Primary Signs
- L1.2 - CDOT Specifications & Details
- L1.3 - Secondary Signs
- L1.4 - Tertiary Signs
- L1.5 - Sign Locations Map

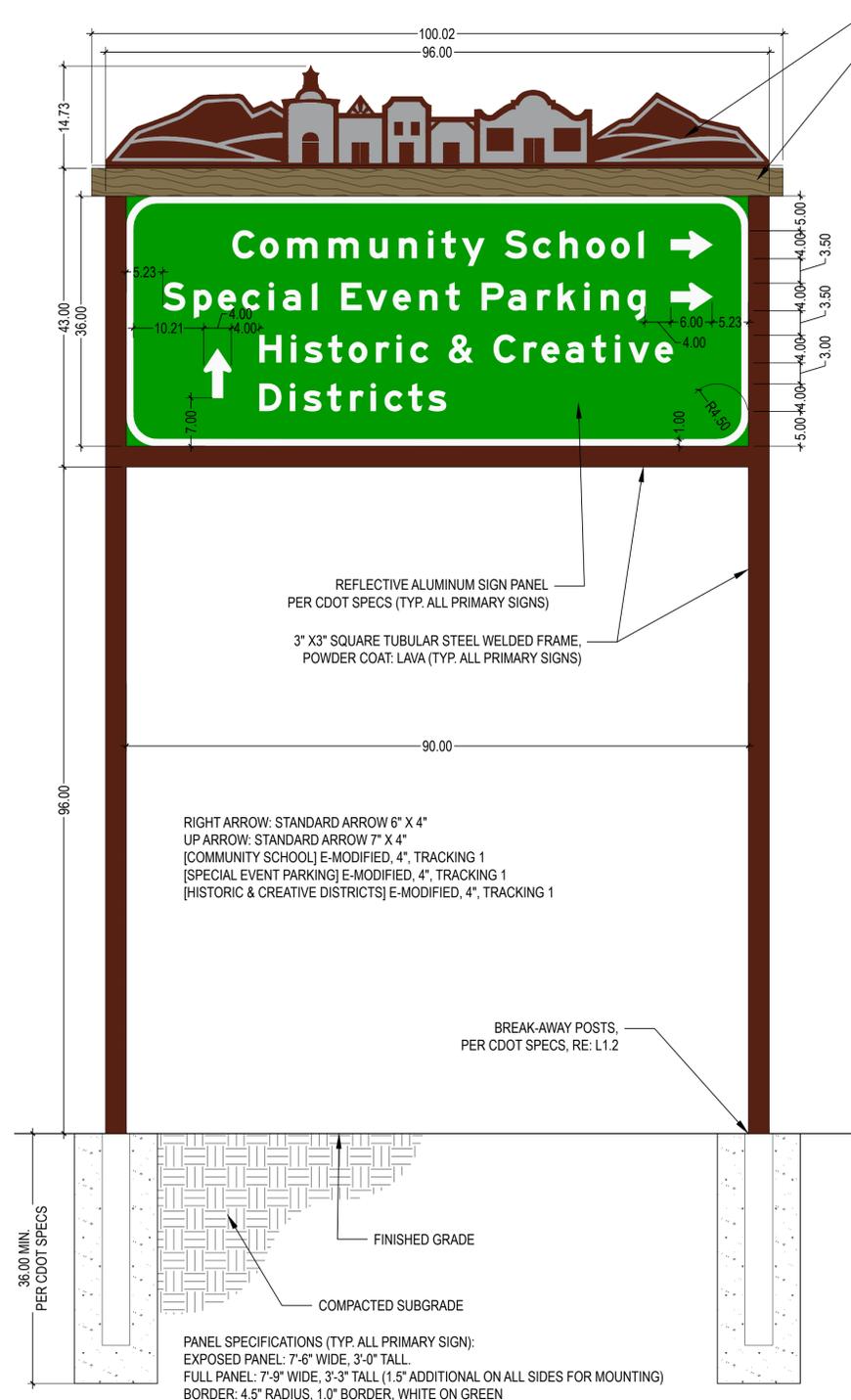


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WAYFINDING SIGNS

TOWN OF CRESTED BUTTE



1 PRIMARY SIGN A1 - CDOT DESTINATION SIGN
L1.1 SCALE: 1" = 1'-0"

- NOTES (FOR ALL PRIMARY SIGNS):
1. ILLUSTRATOR FILES TO BE PROVIDED FOR MANUFACTURING SIGNS
 2. ALL PRIMARY SIGN FRAMES AND SIGN PANELS ARE THE SAME SIZE
 3. ARTWORK FOR EACH SIGN IS THE SAME
 4. SEE SHEET L1.2 FOR STANDARD CDOT DETAILS AND SPECIFICATIONS
 5. SIGN PROOFS TO BE SUBMITTED FOR REVIEW PRIOR TO MANUFACTURING SIGNS
 6. SIGN LOCATIONS TO BE FIELD VERIFIED WITH CLIENT, RE: L1.5 FOR LOCATION MAP
 7. CONTRACTOR TO SUBMIT SHOP DRAWINGS SHOWING ALL CONNECTIONS, MOUNTING DETAILS, FINAL DIMENSIONS AND OTHER INFORMATION PERTINENT TO THE FINAL CONSTRUCTION OF THE SIGNS AND SIGN FRAMES.
 8. DRAWINGS ARE TO SCALE NOTED ON DETAILS WHEN THE SHEET IS PRINTED AT 24"X36"



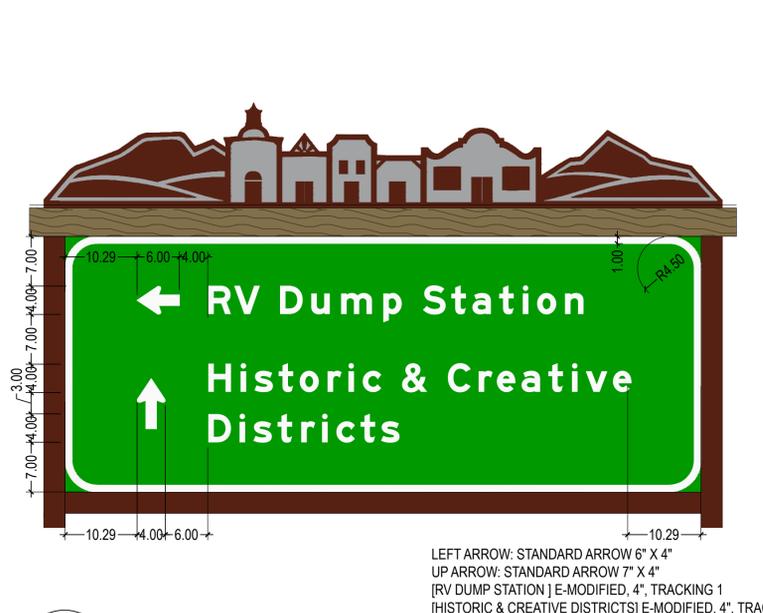
2 PRIMARY SIGN A2 - CDOT DESTINATION SIGN
L1.1 SCALE: 1" = 1'-0"



3 PRIMARY SIGN A3 - CDOT DESTINATION SIGN
L1.1 SCALE: 1" = 1'-0"



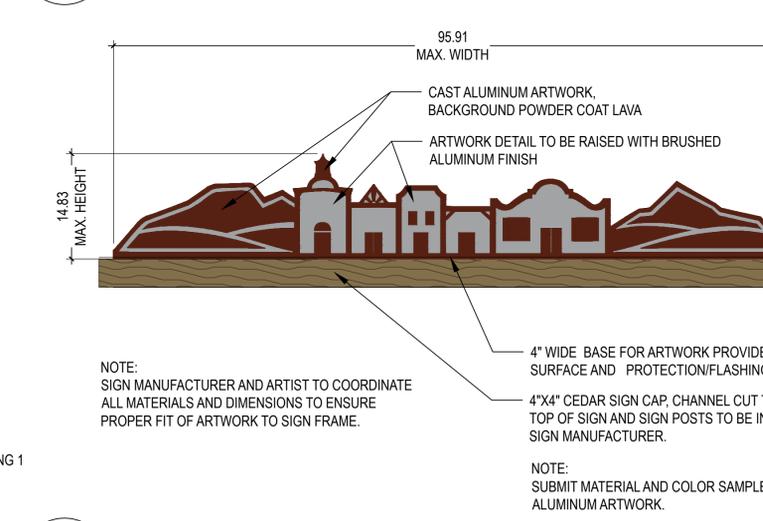
4 PRIMARY SIGN A4 - CDOT DESTINATION SIGN
L1.1 SCALE: 1" = 1'-0"



5 PRIMARY SIGN A5
L1.1 SCALE: 1" = 1'-0"



6 PRIMARY SIGN A6
L1.1 SCALE: 1" = 1'-0"



7 PRIMARY SIGN ARTWORK
L1.1 SCALE: 1" = 1'-0"

REVISIONS
ISSUE FOR BID 1/31/2018

SHEET TITLE
PRIMARY SIGNS

PROJECT NO. 17-009
DRAWN BY ML
CHECKED BY ML
SHEET NO.

L1.1

1 OF 5

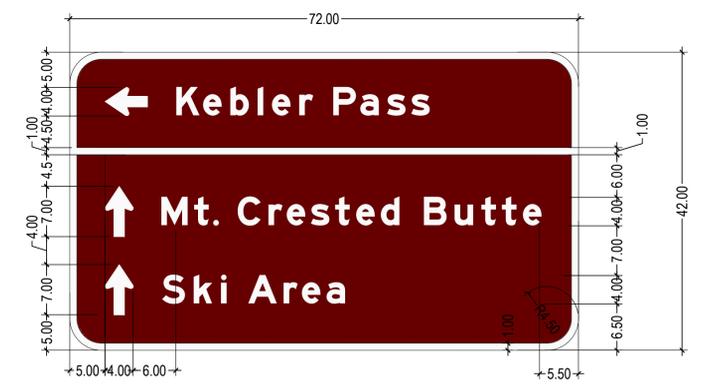




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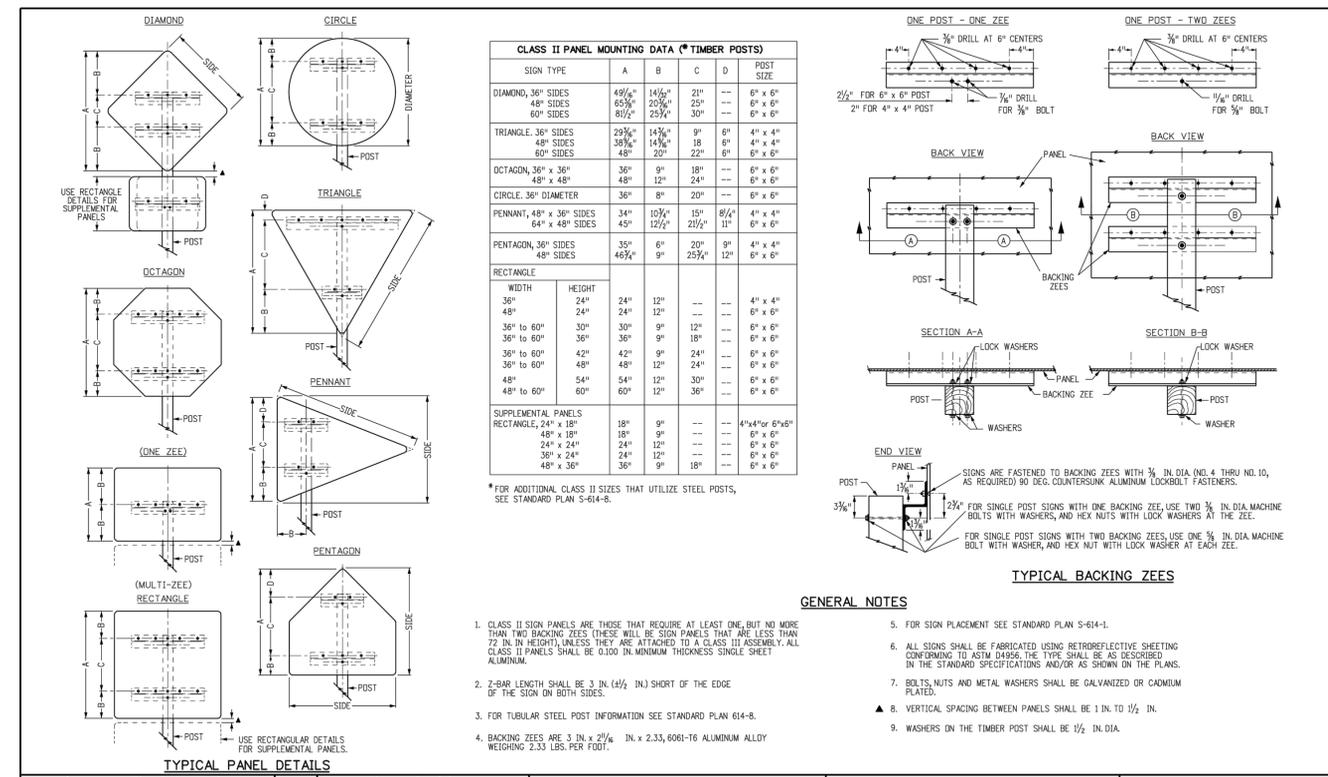
WAYFINDING SIGNS
TOWN OF CRESTED BUTTE

Location	Sign Text	Direction
G-1	Kebler Pass	←
	Mt. Crested Butte	↑
	Ski Area	↑



LEFT ARROW: STANDARD ARROW 6" X 4"
UP ARROW: STANDARD ARROW 7" X 4"
[KEBLER PASS] E-MODIFIED, 4", TRACKING 1
[MT. CRESTED BUTTE] E-MODIFIED, 4", TRACKING 1
[SKI AREA] E-MODIFIED, 4", TRACKING 1

1 GUIDE SIGN
L1.2 SCALE: 1" = 1'-0"

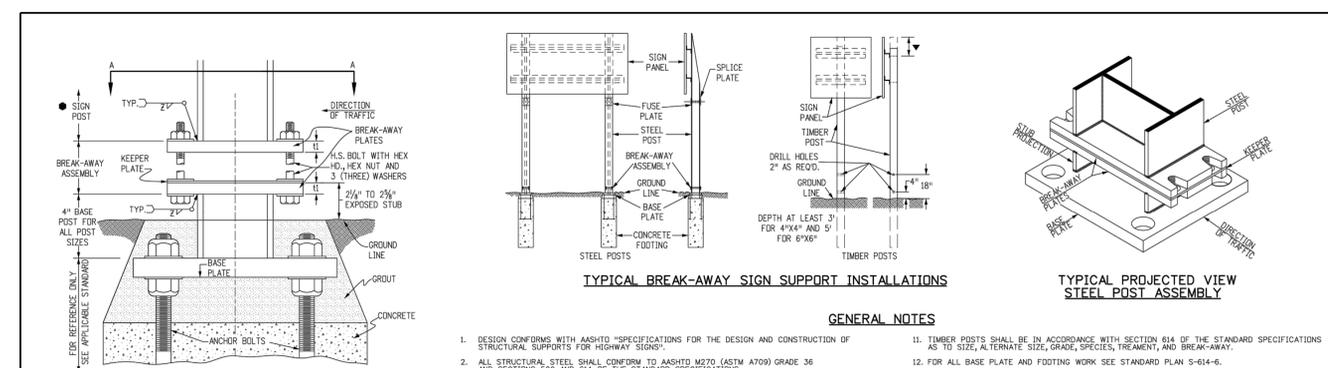


SIGN TYPE	A	B	C	D	POST SIZE
DIAMOND, 36" SIDES	49 1/4"	14 3/4"	21"	---	6" x 6"
48" SIDES	65 3/8"	20 3/8"	25"	---	6" x 6"
60" SIDES	81 7/8"	25 7/8"	30"	---	6" x 6"
TRIANGLE, 36" SIDES	29 3/8"	14 3/8"	9"	6"	4" x 4"
48" SIDES	38 3/4"	19 3/4"	12"	8"	4" x 4"
60" SIDES	48"	24"	15"	10"	4" x 4"
OCTAGON, 36" x 36"	36"	9"	18"	---	6" x 6"
48" x 48"	48"	12"	24"	---	6" x 6"
CIRCLE, 36" DIAMETER	36"	8"	20"	---	6" x 6"
PENNANT, 48" x 36" SIDES	34"	10 3/4"	15"	8 1/4"	4" x 4"
64" x 48" SIDES	45"	12 1/2"	23 1/2"	11"	6" x 6"
PENTAGON, 36" SIDES	35"	6"	20"	9"	4" x 4"
48" SIDES	46 3/4"	9"	25 3/4"	12"	6" x 6"
RECTANGLE	WIDTH	HEIGHT			
	36"	24"	12"	---	4" x 4"
	48"	24"	12"	---	6" x 6"
	36" to 60"	30"	30"	9"	6" x 6"
	36" to 60"	36"	36"	9"	6" x 6"
	36" to 60"	42"	42"	9"	6" x 6"
	36" to 60"	48"	48"	12"	6" x 6"
	48"	54"	54"	12"	6" x 6"
	48" to 60"	60"	60"	12"	6" x 6"
SUPPLEMENTAL PANELS	RECTANGLE, 24" x 18"	18"	9"	---	4" x 4" or 6" x 6"
	48" x 18"	18"	9"	---	6" x 6"
	24" x 24"	24"	12"	---	6" x 6"
	36" x 24"	24"	12"	---	6" x 6"
	48" x 36"	36"	18"	---	6" x 6"

* FOR ADDITIONAL CLASS II SIZES THAT UTILIZE STEEL POSTS, SEE STANDARD PLAN S-614-B.

- GENERAL NOTES**
- CLASS II SIGN PANELS ARE THOSE THAT REQUIRE AT LEAST ONE, BUT NO MORE THAN TWO BACKING ZEES (THESE WILL BE SIGN PANELS THAT ARE LESS THAN 72 IN. IN HEIGHT), UNLESS THEY ARE ATTACHED TO A CLASS III ASSEMBLY. ALL CLASS II PANELS SHALL BE 0.030 IN. MINIMUM THICKNESS SINGLE SHEET ALUMINUM.
 - Z-BAR LENGTH SHALL BE 3 IN. (4 1/2 IN.) SHORT OF THE EDGE OF THE SIGN ON BOTH SIDES.
 - FOR TUBULAR STEEL POST INFORMATION SEE STANDARD PLAN 614-B.
 - BACKING ZEES ARE 3 IN. x 2 1/4 IN. x 2.33, 6061-T6 ALUMINUM ALLOY WEIGHING 2.33 LBS. PER FOOT.
 - FOR SIGN PLACEMENT SEE STANDARD PLAN S-614-1.
 - ALL SIGNS SHALL BE FABRICATED USING RETROREFLECTIVE SHEETING CONFORMING TO ASTM D4958. THE TYPE SHALL BE AS DESCRIBED IN THE STANDARD SPECIFICATIONS AND/OR AS SHOWN ON THE PLANS.
 - BOLTS, NUTS AND METAL WASHERS SHALL BE GALVANIZED OR CADMIUM PLATED.
 - VERTICAL SPACING BETWEEN PANELS SHALL BE 1 IN. TO 1 1/2 IN.
 - WASHERS ON THE TIMBER POST SHALL BE 1 1/2 IN. DIA.

Computer File Information	Sheet Revisions	Colorado Department of Transportation	STANDARD PLAN NO.
Creation Date: 07/04/12 Initials: SCL	Date: _____ Comments: _____	4201 East Arkansas Avenue Denver, Colorado 80222 Phone: 303-757-9543 FAX: 303-757-9219	S-614-3
Last Modification Date: _____ Initials: _____		Safety & Traffic Engineering KCM	Sheet No. 1 of 1
Full Path: c:\cdot\library\traffic\traffic-standard\2012-standard\plans			
Drawing File Name: S-614-03_1of1.dgn			
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English			



- GENERAL NOTES**
- DESIGN CONFORMS WITH AASHTO "SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS".
 - ALL STRUCTURAL STEEL SHALL CONFORM TO AASHTO M270 (ASTM A709) GRADE 36 AND SECTIONS 509 AND 614 OF THE STANDARD SPECIFICATIONS.
 - STEEL FUSE PLATES AND SPLICE PLATES SHALL CONFORM TO AASHTO M270 (ASTM A709) GRADE 36.
 - ALL STRUCTURAL STEEL INCLUDING FUSE AND SPLICE PLATES SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A123 AFTER FABRICATION. STEEL POSTS SHALL BE STAMPED WITH THEIR SIZE.
 - ALL HIGH STRENGTH BOLTS, NUTS AND WASHERS SHALL CONFORM TO ASTM-A325. WASHERS USED IN THE BREAK-AWAY PLATE AND FUSE PLATE ASSEMBLIES SHALL BE OF SUFFICIENT STRENGTH TO PREVENT ANY DEFLECTION OR CUPPING INTO THE SLOTTED GROOVES UNDER BOLT TORQUING.
 - ALL BOLTS, NUTS, AND WASHERS SHALL BE GALVANIZED AS PER ASTM-A153 OR ASTM-A164.
 - ALL HOLES IN FUSE PLATE AND POST FLANGE ON WHICH IT MOUNTS, SHALL BE DRILLED. ALL OTHERS MAY BE DRILLED OR SUB-FORNCED AND REAMED.
 - ALL STEEL CUTS SHALL PREFERABLY BE SAW CUTS; HOWEVER, FLAME CUTTING WILL BE PERMITTED PROVIDED ALL EDGES ARE GROUND, REMOVE ALL BURRS. METAL SHALL NOT PROJECT BEYOND THE PLANE OF THE PLATE FACE.
 - A "KEEPER PLATE" OF 28-GAUGE GALVANIZED SHEET METAL FABRICATED TO MATCH BREAK-AWAY PLATE DIMENSIONS BUT WITH HOLES RATHER THAN SLOTS, SHALL BE USED TO PREVENT BOLT LOOSENING DUE TO WIND VIBRATION.
 - HIGH STRENGTH BOLTS IN THE BREAK-AWAY ASSEMBLY SHALL BE TIGHTENED ONLY TO THE TORQUE SHOWN IN THE TABLE DO NOT OVERTIGHTEN.
 - TIMBER POSTS SHALL BE IN ACCORDANCE WITH SECTION 614 OF THE STANDARD SPECIFICATIONS AS TO SIZE, ALTERNATE SIZE, GRADE, SPECIES, TREATMENT, AND BREAK-AWAY.
 - FOR ALL BASE PLATE AND FOOTING WORK SEE STANDARD PLAN S-614-6.
 - FOR ADDITIONAL INFORMATION, REFER TO "TABULATION OF SIGNS" AND CROSS SECTIONS FOR CLASS III SIGNS INCLUDED IN THE PLANS.
 - TIMBER POST SHALL BE FLUSH WITH TOP OF SIGN PANEL FOR DIRECT MOUNT AND 3-3/16" MINIMUM ABOVE BOLT FOR BACKING ZEE MOUNT.
 - TIMBER SIGN POST MAY ONLY BE USED FOR TEMPORARY SIGNAGE DURING CONSTRUCTION. TUBULAR STEEL SHALL BE USED FOR PERMANENT INSTALLATIONS.
 - IN NO CASE SHALL A BACKING ZEE BE PLACED BELOW THE FUSE PLATES.
 - SIGN POST PAY LENGTH IS FROM THE UPPER BREAK-AWAY PLATE TO THE TOP OF THE "CORE". THE 4-INCH "BASE POST" AND THE LOWER "BREAK-AWAY PLATE" ARE PAID FOR AS PART OF THE FOOTING. THE UPPER "BREAK-AWAY PLATE" AND ALL NUTS, BOLTS, WASHERS AND KEEPER PLATE FOR FASTENING THE BREAK-AWAY PLATES ARE PAID FOR AS A PART OF THE POST.

DIMENSION	BOLT SIZE AND TORQUE	A	B	C	D	E	TI	WELD Z	R
POST SIZE									
W 12 x 26	3/4" x 33"	6 1/2"	17"	3/4"	3/4"	1 1/2"	1"	3/4"	1/2"
W 10 x 26	3/4" x 33"	5 3/4"	14 3/4"	3/4"	3/4"	1 1/4"	1"	3/4"	1/2"
W 10 x 22	46 FL. LB.	5 3/4"	14 3/4"	3/4"	3/4"	1 1/4"	1"	3/4"	1/2"
W 8 x 21		5 1/4"	12 3/4"	3/4"	2 3/4"	1 1/4"	1"	3/4"	1/2"
W 8 x 18		5 1/4"	12"	3/4"	3"	1 1/4"	3/4"	1/4"	1/2"
W 8 x 15	29 FL. LB.	6"	10"	3/4"	3 3/4"	1 1/4"	3/4"	1/4"	1/2"
W 6 x 12		5"	10"	3/4"	2 3/4"	1 1/4"	3/4"	1/4"	1/2"

Computer File Information	Sheet Revisions	Colorado Department of Transportation	BREAK-AWAY SIGN SUPPORT DETAILS FOR GROUND SIGNS	STANDARD PLAN NO.
Creation Date: 07/04/12 Initials: SCL	Date: _____ Comments: _____	4201 East Arkansas Avenue Denver, Colorado 80222 Phone: 303-757-9543 FAX: 303-757-9219		S-614-5
Last Modification Date: 02/08/2017 Initials: D.Narado	Rev. Dimension D in Table for W10 Posts	Safety & Traffic Engineering KCM		Sheet No. 1 of 2
Full Path: c:\cdot\library\traffic\traffic-standard\plans				
Drawing File Name: S-614-05_1of2.dgn				
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English				



REVISIONS
ISSUE FOR BID 131/2018

SHEET TITLE
STANDARD CDOT DETAILS

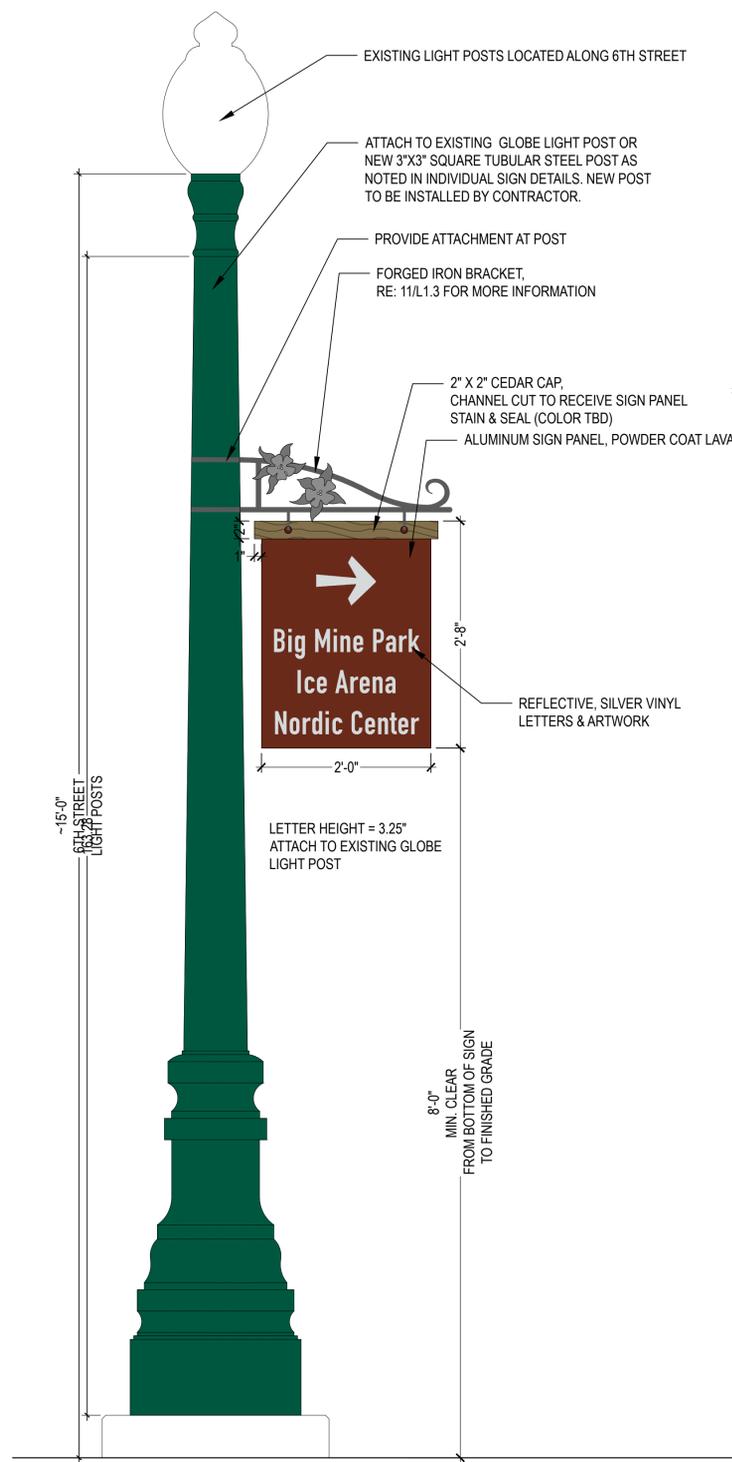
PROJECT NO. 17-009
DRAWN BY ML
CHECKED BY ML
SHEET NO.

L1.2
2 OF 5

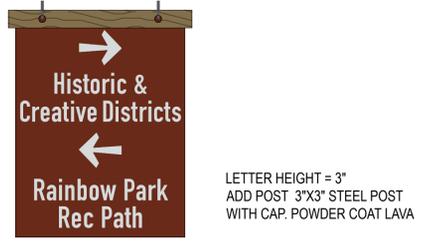


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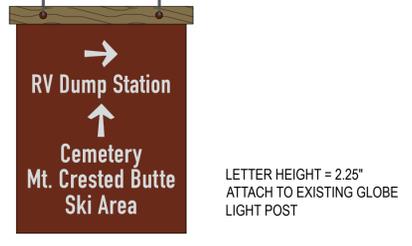
WAYFINDING SIGNS
TOWN OF CRESTED BUTTE



2 SECONDARY SIGN B2
L1.3 SCALE: 1" = 1'-0"



3 SECONDARY SIGN B3
L1.3 SCALE: 1" = 1'-0"



4 SECONDARY SIGN B4
L1.3 SCALE: 1" = 1'-0"

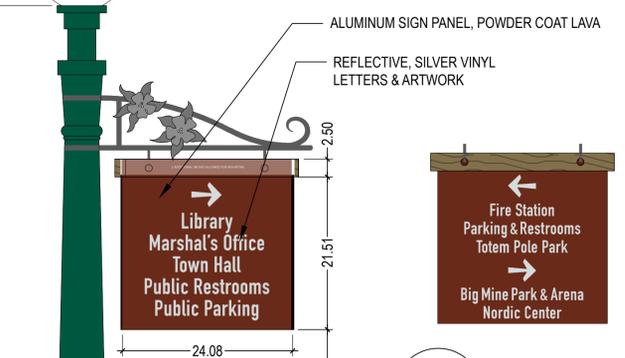
EXISTING LIGHT POSTS LOCATED ALONG ELK AVE. POSTS VARY SLIGHTLY. FIELD VERIFY ALL EXISTING CONDITIONS.



6 SECONDARY SIGN B6
L1.3 SCALE: 1" = 1'-0"



7 SECONDARY SIGN B7
L1.3 SCALE: 1" = 1'-0"



5 SECONDARY SIGN B5
L1.3 SCALE: 1" = 1'-0"



8 SECONDARY SIGN B8
L1.3 SCALE: 1" = 1'-0"



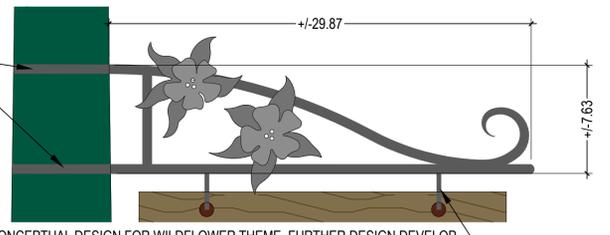
9 SECONDARY SIGN B9
L1.3 SCALE: 1" = 1'-0"



10 SECONDARY SIGN B10
L1.3 SCALE: 1" = 1'-0"

1 SECONDARY SIGN B1
L1.3 SCALE: 1" = 1'-0"

IRONWORKER TO COORDINATE WITH TOWN OF CRESTED BUTTE MAINTENANCE STAFF TO DEVELOP DETAIL FOR ATTACHMENT TO EXISTING LIGHT POSTS. IN SOME CASES ADDITIONAL (REGULATORY) SIGNS WILL BE MOUNTED ON THE SAME POST. SUBMIT SHOP DRAWINGS FOR APPROVAL. BRACKET DESIGN MUST ACCOMMODATE SEVERAL DIFFERENT LIGHT POST STYLES. CONTRACTOR SHALL FAMILIARIZE THEMSELVES WITH ALL LIGHT POST STYLES AND SPECIAL CONSIDERATIONS FOR SIGN MOUNTING (EX. CHRISTMAS WREATHS)



*CONCEPTUAL DESIGN FOR WILDFLOWER THEME. FURTHER DESIGN DEVELOP TO DETERMINE PRECISE DETAILING FOR ALL THREE DESIGN THEMES.

- FORGED IRON BRACKET NOTES:
- THREE (3) UNIQUE BRACKET DESIGNS TO BE DEVELOPED EXPRESSING THE FOLLOWING THEMES: WILDFLOWERS, SKIING AND MINING.
 - IRONWORKER SHALL COLLABORATE WITH THE SIGN DESIGN TEAM (SPROUT STUDIO & KEITHA KOSTYK) TO FURTHER DEVELOP THE BRACKET DESIGN.
 - IRONWORK MAY INCLUDE TWISTS AND TEXTURE IN THE BRACKET AS WELL AS SCULPTURAL ELEMENTS AS SUGGESTED HERE. SEE SUPPLEMENTAL INFORMATION FOR FORGED IRON STORY TELLING BRACKETS.
 - FORGED IRON BRACKET WORK TO BE SELECTED IN SEPARATE RFP.
- IRON WORKER RESPONSIBLE FOR FIXED ATTACHMENTS FROM BRACKET TO SIGN. COORDINATE WITH SIGN PANEL MANUFACTURER FOR ATTACHMENT PLACEMENT AND METHOD. SUBMIT SHOP DRAWINGS FOR APPROVAL.

11 FORGED IRON STORY TELLING BRACKETS
L1.3 SCALE: 2" = 1'-0"

- NOTES (ALL SECONDARY SIGNS):
- VINYL DIE CUT LETTERS & ARROWS, SILVER REFLECTIVE.
 - VINYL LETTERS SHALL BE DESIGNED FOR EXTERIOR USE AND SUITABLE TO THE EXTREMES OF THE CRESTED BUTTE CLIMATE. SUBMIT PRODUCT INFORMATION AND SAMPLES FOR APPROVAL.
 - ILLUSTRATOR FILES TO BE PROVIDED FOR MANUFACTURING LETTERS.
 - FONT AND ARROW SIZES VARY BY SIGN.
 - FORGED IRON BRACKETS SHALL BE USED FOR ALL SECONDARY SIGNS. 3 BRACKET DESIGNS TO BE DEVELOPED. RE: DET 11/L1.3

REVISIONS
ISSUE FOR BID 1/31/2018

SHEET TITLE
SECONDARY SIGNS

PROJECT NO. 17-009
DRAWN BY ML
CHECKED BY ML
SHEET NO.

L1.3

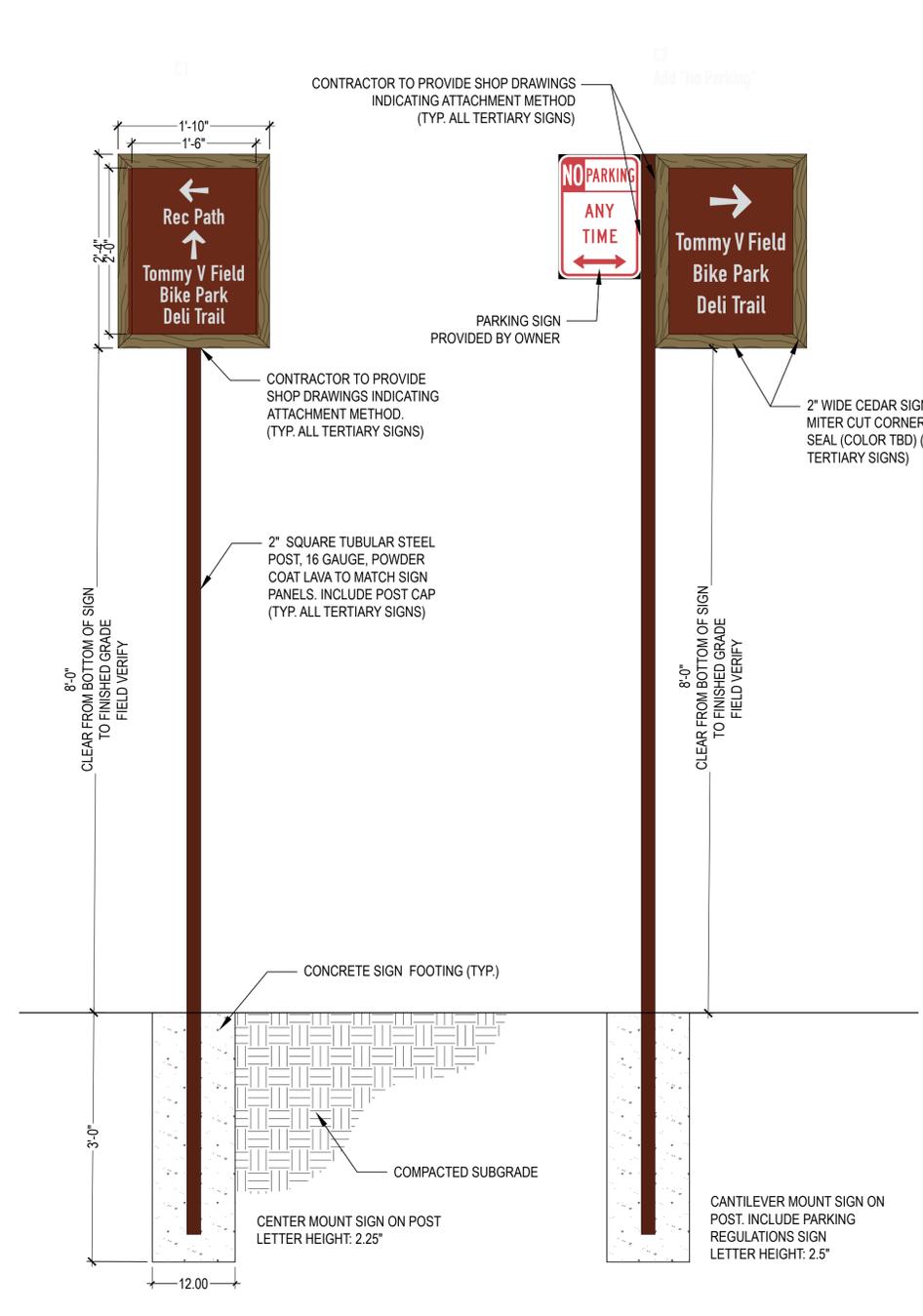
3 OF 5





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WAYFINDING SIGNS
TOWN OF CRESTED BUTTE



1 TERTIARY SIGN C1
L1.4 SCALE: 1" = 1'-0"

2 TERTIARY SIGN C2
L1.4 SCALE: 1" = 1'-0"



3 TERTIARY SIGN C3
L1.4 SCALE: 1" = 1'-0"



4 TERTIARY SIGN C4
L1.4 SCALE: 1" = 1'-0"



5 TERTIARY SIGN C5
L1.4 SCALE: 1" = 1'-0"



6 TERTIARY SIGN C6
L1.4 SCALE: 1" = 1'-0"



7 TERTIARY SIGN C7
L1.4 SCALE: 1" = 1'-0"



8 TERTIARY SIGN C8
L1.4 SCALE: 1" = 1'-0"



9 TERTIARY SIGN C9
L1.4 SCALE: 1" = 1'-0"



10 TERTIARY SIGN C10
L1.4 SCALE: 1" = 1'-0"

NOTES (ALL TERTIARY SIGNS):
1. VINYL DIE CUT LETTERS & ARROWS, SILVER REFLECTIVE.
2. VINYL LETTERS SHALL BE DESIGNED FOR EXTERIOR USE AND SUITABLE TO THE EXTREMES OF THE CRESTED BUTTE CLIMATE. SUBMIT PRODUCT INFORMATION AND SAMPLES FOR APPROVAL.
3. ILLUSTRATOR FILES TO BE PROVIDED FOR MANUFACTURING LETTERS.
4. FONT AND ARROW SIZES VARY BY SIGN.

REVISIONS
ISSUE FOR BID 1/31/2018

SHEET TITLE
TERTIARY SIGNS

PROJECT NO. 17-009
DRAWN BY ML
CHECKED BY ML
SHEET NO.

L1.4

4 OF 5

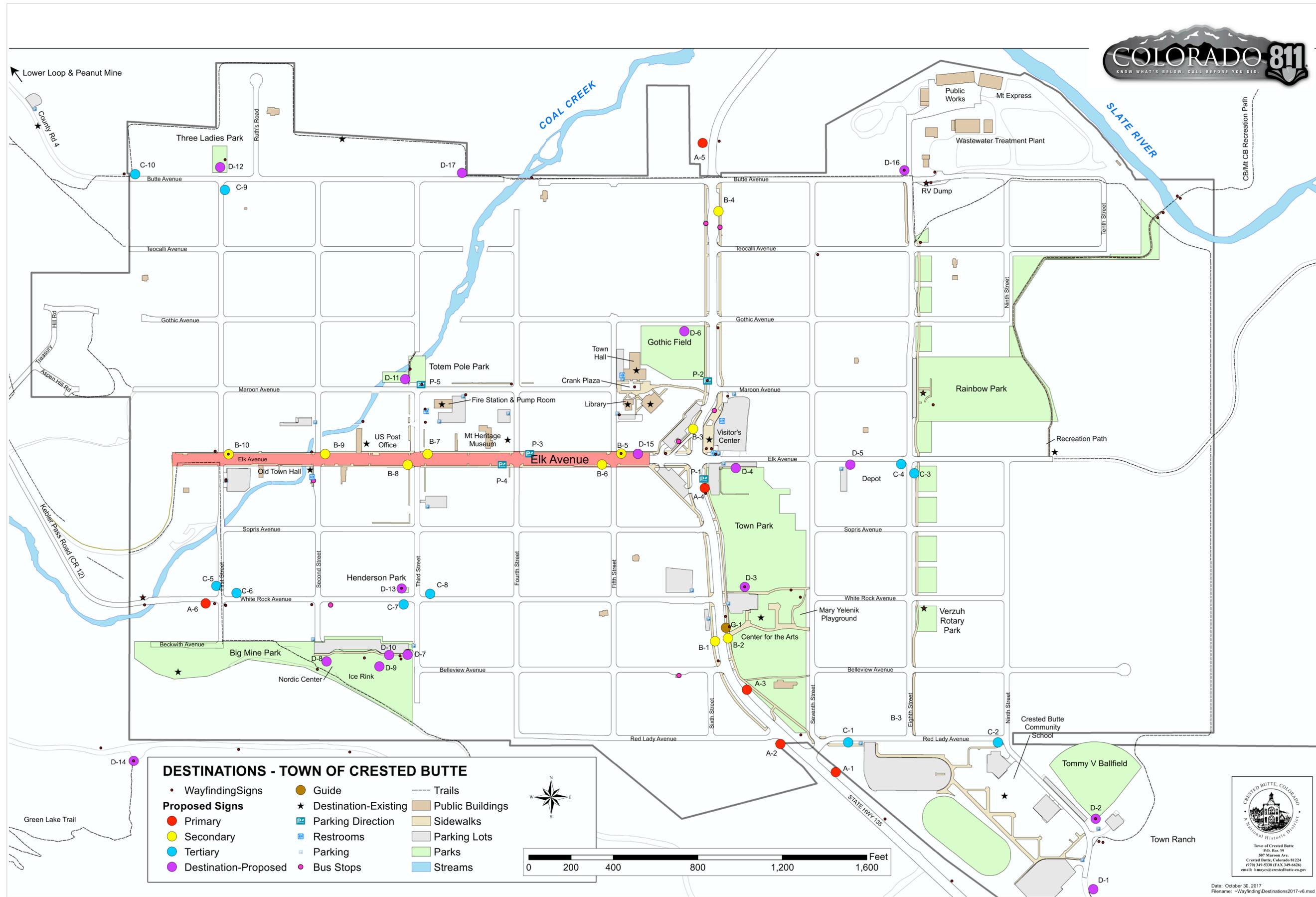




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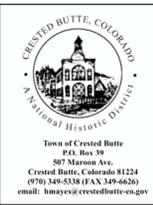
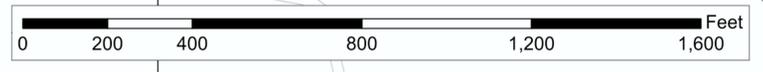
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WAYFINDING SIGNS TOWN OF CRESTED BUTTE



DESTINATIONS - TOWN OF CRESTED BUTTE

- WayfindingSigns
- Guide
- Trails
- ★ Destination-Existing
- ★ Destination-Proposed
- Primary
- Secondary
- Tertiary
- Destination-Proposed
- ★ Destination-Existing
- ★ Destination-Proposed
- Public Buildings
- Sidewalks
- Parking Lots
- Parks
- Streams
- Restrooms
- Parking
- Bus Stops



Date: October 30, 2017
Filename: --WayfindingDestinations2017-v6.mxd

REVISIONS
ISSUE FOR BID 1/31/2018

SHEET TITLE
**SIGN LOCATION
MAP**

PROJECT NO. 17-009
DRAWN BY ML
CHECKED BY ML
SHEET NO.

L1.5

Wayfinding Sign Bids

Manufacturing and Installation

<i>Firm</i>	<i>Low End Bid</i>	<i>High End Bid</i>	<i>Location</i>	<i>Notes</i>
ACSM Inc	\$ 56,860.00		NC	Does not include traffic control study
Sign Guys and Gal	\$ 29,344.00	\$ 31,220.00	Gunnison	Does not include traffic control study, \$1876 reduction in cost if awarded manufacturing and capstones
Your Way Safety and Sign Supply, Inc	\$ 37,000.00		Grand Junction	Includes traffic control study
Advantage Sign Company	\$ 32,203.00	\$ 36,984.39	Englewood	Does not include traffic control study. Does not budget for tertiary signs. Includes artwork capstone

Artwork Capstones

<i>Firm</i>	<i>Low End Bid</i>	<i>High End Bid</i>	<i>Location</i>	<i>Notes</i>
ACSM Inc	\$ 5,310.00		NC	
Sign Guys and Gal	\$ 7,470.00		Gunnison	
Advantage	\$ 7,718.00		Englewood	Included artwork capstones in manufacturing proposal
Eagle Sign	\$ 11,760.00		IN	

Forged Iron Brackets

<i>Firm</i>	<i>Low End Bid</i>	<i>High End Bid</i>	<i>Location</i>	<i>Notes</i>
RFC	\$ 4,500.00	\$ 9,500.00	NC	
Ira Houseweart	\$ 5,000.00		Hotchkiss	
John Murphy	\$ 13,207.00	\$ 14,637.00	CB	Included some costs in estimate that were not necessary, including post costs and installation costs

NOTICE OF AWARD

Date of Notice of Award: April 16, 2018

Project Name: **Town of Crested Butte Fabrication, Manufacture and Installation of Wayfinding Signage**

TO: Sign Guys & Gal!, INC.

OWNER: TOWN OF CRESTED BUTTE

You are hereby notified that your Bid dated March 15, 2018 for the above project has been considered. You are the apparent successful Bidder and have been awarded an Agreement for the *Town of Crested Butte Fabrication, Manufacture and Installation of Wayfinding Signage-2018*.

The Town accepts your Bid for the Work in the not-to-exceed amount of:
Thirty-eight thousand Six hundred Ninety Dollars (\$38,690.00) that includes a 5% contingency.

Three (3) copies of each of the Contract Documents (including Drawings) accompany this Notice of Award.

You must sign all three (3) copies the Agreement for a construction contract with the Town of Crested Butte. One (1) set of fully executed documents will be returned to you for your records.

If you fail to sign the Agreement for a construction contract within ten (10) days from the date of delivery of this Notice, the Town may consider all your rights under the Town's acceptance of your proposal as abandoned. Your Bid Guaranty shall become the property of the Town as liquidated damages, not as penalty, for any delay of construction. The Town may award or re-advertise the Work, or act otherwise, at its discretion. The Town shall also be entitled to such other rights as may be granted by law or the Contract Documents.

TOWN OF CRESTED BUTTE

By: _____

Title:

Acceptance of Notice:

Receipt of the above Notice of Award is hereby acknowledged this _____ day of _____, 2018.

CONTRACTOR

By:

Title:

CONTRACT

This CONTRACT made and entered into this ____ day of _____, 2018, by and between the **Town of Crested Butte, Colorado**, a Municipal Corporation in the County of Gunnison, State of Colorado, hereinafter in the Contract Documents referred to as the "Town" or Owner and hereinafter in the Contract Documents referred to as the Contractor.

WITNESSETH:

WHEREAS, the Town advertised that sealed Bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as the **Town of Crested Butte Fabrication, Manufacture and Installation of Wayfinding Signage-2018**;

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 specified in the Notice of Award, 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 hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the Contract Documents or the Contract, and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

- Standard Contract Documents for capital improvements construction (latest edition), completed and signed, as appropriate, by the required parties;
- Bid Documents for the Project;
- Work Change Requests (directing that changed work be performed);
- Field Orders;
- Change Orders.

ARTICLE 2

Definitions: The definitions provided in the General Contract Conditions apply to the terms used in the Contract and all the Contract Documents.

ARTICLE 3

Contract 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 described, set forth, shown, and included in the Contract Documents as indicated in the Notice of Award.

ARTICLE 4

Contract Time and Liquidated Damages: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Work under the Contract on or before the date specified in a written Notice to Proceed from the Town, and to achieve Substantial Completion

and Final Completion of the Work within the time or times specified in the Special Conditions. In the event the Work is not completed in the times set forth and as agreed upon, the Contractor further agrees to pay Liquidated Damages to the Town as set forth in the Special Conditions. The Contractor acknowledges and recognizes the delays, expenses and difficulties involved in proving in a legal proceeding the actual losses suffered by the Town if the work is not completed on time. Accordingly, instead of requiring any such proof, the Town and the Contractor agree that as Liquidated Damages for delay, but not as a penalty, the Contractor shall pay to the Town the amounts specified in the Special Conditions.

ARTICLE 5

Contract Price and Payment Procedures: 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 not-to-exceed sum of: Thirty-eight thousand Six hundred Ninety Dollars (\$38,690.00) that includes a 5% contingency. 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. The amount of the Contract Price is and has heretofore been appropriated by the Town Council of the Town of Crested Butte for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order 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 signed by the Project Manager and certified by the Town Finance Director.

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

Upon Final Completion of the Work under the Contract and before the Contractor shall receive final payment, the Town shall publish at least twice in a newspaper of general circulation published in the Town a notice that: 1. The Town has accepted such Work as completed according to the Contract Documents; 2. The Contractor is entitled to final payment therefor; 3. Thirty (30) days after the first publication, specifying the exact date, the Town shall pay the full balance due under the Contract; and 4. Persons having claims for labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by the Contractor or a subcontractor shall file a verified statement of the amount due and unpaid on account of such claim prior to the date specified for such payment. Nothing herein shall be construed as relieving the Contractor from any claim or claims for work or labor done or materials or supplies furnished in the execution of the Contract.

ARTICLE 6

Bonds: Not applicable to this wayfinding signage project. ~~The Contractor shall furnish currently herewith the Bonds required by the Contract Documents, such Bonds being attached hereto. The Performance Bond shall be in an amount not less than one hundred percent (100%) of the Contract Price set forth in Article 5. The Payment Bond shall be in an amount not less than one hundred (100%) of the Contract Price set forth in Article 5. Bonds in the amounts of \$1,000 or less will be made in multiples of \$100; in amounts exceeding \$5,000, in multiples of \$1,000; provided that the amount of the Bonds shall be fixed by the Town at the lowest sum that fulfills all conditions of the Contract.~~

ARTICLE 7

Contract Binding: The Town and the Contractor each binds itself, its partners, successors,

assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Town and Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the Town nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Town.

ARTICLE 8

Severability: If any part, portion of provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Town of Crested Butte, Colorado, has caused this Contract to be subscribed by its Town Manager and sealed and attested by its Town Clerk in its behalf; and the Contractor has signed this Contract the day and the year first mentioned herein.

The Contract is executed in three (3) counterparts.

THE TOWN OF CRESTED BUTTE, COLORADO

By: _____
Town Manager

Date

ATTEST:

SEAL:

By: _____
Town Clerk

CONTRACTOR

By: _____

Date: _____

Title: _____

ATTEST:

CORPORATE SEAL:

By: _____

Title: _____

Date: _____

NOTICE TO PROCEED

Date: April 17, 2018

Contractor: Sign Guys & Gal!, Inc.

Project: **Town Wayfinding Signage 2018**

In accordance with the contract dated April 16, 2018, the Contractor is hereby notified to begin work on the Project on or after April 17, 2018. The time of completion shall be calendar days from the stated beginning date.

The date of completion as determined from the stated date and time is June 30, 2018.

TOWN OF CRESTED BUTTE, COLORADO

Bob Nevins, Project Manager

CONTRACTOR ACKNOWLEDGMENT

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: Sign Guys & Gal!, Inc.

By: _____

Title: _____

Date: _____

NOTICE OF SUBSTANTIAL COMPLETION

Project: **Town of Crested Butte Fabrication, Manufacture and Installation of Wayfinding Signage-2018**

Contractor: Sign Guys & Gall, Inc.

Date of Contractor's request for issuance of Notice of Substantial Completion:

As a result of an inspection conducted on _____, 2018, the above referenced Project was found to be Substantially Complete. The items listed on the attached Punch List were identified during the inspection and must be completed prior to the Contractor's application for Final Acceptance of the Project.

TOWN OF CRESTED BUTTE, COLORADO

Bob Nevins, Project Manager

cc: Surety
Project File

NOTICE OF PARTIAL ACCEPTANCE

Date: _____

Contractor: Sign Guys & Gal!, Inc.

Project: **Town of Crested Butte Wayfinding Signage-2018**

Description of the Units of Work being accepted:

Date of Inspection of invoiced or completed work: _____, 2018.

The Town of Crested Butte has determined that the Work referenced above is substantially complete and that there is benefit to the Town to provide payment for those units of work prior to completion of the entire Project. Therefore, the Work is hereby accepted for future installation and maintenance by the Town.

This Partial Acceptance of Work shall not exempt the Contractor from completing all remaining Work described in the Contract Documents.

Town of Crested Butte:

By: _____

Date: _____

Bob Nevins, Project Manager

NOTICE OF FINAL ACCEPTANCE

Project: **Town of Crested Butte Fabrication, Manufacture and Installation of Wayfinding Signage- 2018**

Contractor: Sign Guys & Gal!, Inc.

Date of Substantial Completion: _____

Date of Final Inspection: _____

The Contractor is hereby notified that the Project referenced above has been completed and is hereby accepted for future use and maintenance by the Town of Crested Butte. The Contractor shall warrant all work for a period of two (2) years after the date of acceptance. The date of Final Acceptance and beginning of the Contractor's warranty of all work not previously accepted is _____, 218_.

Town of Crested Butte:

By: _____

Date: _____

Bob Nevins, Project Manager

NOTICE OF FINAL PAYMENT

Notice is hereby given that Sign Guys & Gal!, Inc., the Contractor for the fabrication, manufacture and installation of the **Town of Crested Butte Wayfinding Signage-2018**, has completed the work specified in the Contract dated April 16, 2016 and that the work has been accepted by the Town of Crested Butte.

Notice is further given that final payment for the work will be made to the Contractor on or after _____, being at least thirty (30) days after the first publication of this notice.

Any person having a claim for labor or materials furnished under this Contract shall present the same in writing to the Town of Crested Butte at the following address, prior to the date specified above:

Town of Crested Butte
Community Development Department
Attn: Bob Nevins, Town Planner
P.O. Box 39
Crested Butte, CO 81224

TOWN OF CRESTED BUTTE

_____, Town Clerk

First publication: _____

Second publication: _____

FINAL RECEIPT AND RELEASE

Project: **Town of Crested Butte Fabrication, Manufacture and Installation of Wayfinding Signage- 2018**

Contractor: Sign Guys & Gal!, Inc.

Final Contract Price: \$ _____

Final Payment: \$ _____

The Contractor hereby certifies:

THAT the above noted Final Contract Price is the full compensation due under the Contract for the Project;

THAT the above noted Final Payment has been received from the Town of Crested Butte;

THAT, together with the Final Payment, amounts totaling the Final Contract Price have been received from the Town of Crested Butte;

THAT the Town of Crested Butte is released from all claims related to the Contract for the Project; and

THAT all persons and companies performing labor or furnishing materials for the Project have been paid in full.

Contractor: Sign Guys & Gal!, Inc.

By: _____

Title: _____

Date: _____



Staff Report

May 7, 2018

To: Mayor and Town Council
From: Dara MacDonald, Town Manager
Subject: Joining Colorado Communities for Climate Action

Summary: Colorado Communities for Climate Action is a new coalition advocating for state and federal actions to complement local climate-protection actions and protect Colorado’s climate for current and future generations. The coalition is comprised of 17 local governments, which together represent more than one-eighth of all Coloradans.

Previous Council Action: The Council discussed this possible membership at their meeting on April 16th expressing interest in joining and asking staff to come back with clarification of the dues.

Background: At his talk on Climate Change, Stephen Saunders mentioned that Crested Butte is not a member of Colorado Communities for Climate Action: <http://cc4ca.org/>. There are currently 17 Colorado communities who are members including both large front-range cities and mountain towns. A prospectus for potential members is attached and more information can be found on their website. Joining this coalition is in keeping with the Council’s values to:

- Promote resource efficiency and environmental stewardship
- Seek collaborative solutions to regional and local issues

The relatively new group has created a solid forum for local Colorado governments to join together and influence state and federal actions around climate issues more than local jurisdictions can alone. By joining the group, Crested Butte will have the opportunity to join together with other local governments to address climate change on a regional and national level.

Financial Implications: The annual base membership is \$1,000. The “base” rate is what most communities pay. “Core” is a way of enabling communities that can contribute more to do so. Both the City of Boulder and Boulder County are members at the “core” rate.

Recommendation: Staff recommends joining Colorado Communities for Climate Action at the base rate of \$1,000.

Proposed Motion: Approve joining the Colorado Communities for Climate Action as part of the Consent Agenda.



Colorado Communities for Climate Action

April 2018

Colorado communities with climate-protection goals are grappling with the reality that local actions alone will not achieve them. Local governments also need a better framework of state and federal climate policies to enable them to be more effective in their local climate actions.

Colorado Communities for Climate Action is a new coalition advocating for state and federal actions to complement local climate-protection actions and protect Colorado's climate for current and future generations. The coalition is comprised of 17 local governments, which together represent more than one-eighth of all Coloradans.

Benefits of the Coalition

Collaboration

Working together through Colorado Communities for Climate Action, local governments can and do influence state and federal actions more than individual jurisdictions can alone. CC4CA works for strong collaboration between state and local governments, maximizing the return on local efforts.

Cost-Effectiveness

One obstacle for local governments wanting to influence state and federal policies is the expense of advocacy. Pooling resources to secure professional representation is the most cost-effective way to get the professional services local governments need to be effective on climate matters at the state and federal levels.

Local Support

The coalition also offers networking opportunities to members, and produces analyses and materials in support of coalition and member priorities and actions.

Current Policy Priorities

Colorado Communities for Climate Action works to shape state and federal climate policy.

By unanimous consent, coalition members have identified CC4CA's policy priorities, which include:

- Supporting in the General Assembly pro-climate bills and opposing bills undercutting state or local climate authority. The coalition has retained Frontline Public Affairs as its lobbyist before the state government.
- Advocating for specific state actions that are sufficient to meet the climate goals set by Colorado Governor John Hickenlooper in 2017, and also to meet a new, long-term goal that CC4CA urges the state to adopt, for at least an 80 percent reduction in state heat-trapping emissions by 2050.
- Representing local interests in state agency proceedings on climate protection, energy efficiency, and clean energy. CC4CA also advocates for continued and strengthened federal climate actions and against efforts to roll back federal policies and programs

Coalition Members

The coalition has already grown to include 17 local governments, with more expected to join. The current members are:

- Aspen
- Basalt
- Boulder County
- Boulder
- Carbondale
- Eagle County
- Fort Collins
- Frisco
- Golden
- Lafayette
- Mountain Village
- Pitkin County
- San Miguel County
- Summit County
- Telluride
- Westminster
- Vail

Budget and Dues

CC4CA members pay annual dues to provide the resources for effective coalition operations, including representation by professional advocacy consultants in the General Assembly and before state agencies. For determining dues amounts, local governments are divided into categories based on population size. Within each category, local governments have a choice of two dues amounts, reflecting their abilities to contribute to maximizing the coalition's effectiveness.

CC4CA Annual Dues

Population of Jurisdiction	Type of Membership	
	Core	Base
Over 100,000	\$30,000	\$15,000
50,000 to 100,000	\$20,000	\$10,000
2,000 to 49,999	\$10,000	\$5,000
Under 2,000	\$2,500	\$1,000

Beginning in 2019, dues amounts will be lower for jurisdictions with 5,000 or fewer residents.

Coalition Management

The coalition is guided by a steering committee comprised of representatives from member jurisdictions and an executive director, with other committees of member representatives making decisions on particular subjects. A unanimous vote of all members is required to set CC4CA policy priorities.

The coalition is assisted by Frontline Public Affairs, which represents it before the state and federal governments, and by Cedar Creek Strategies and the Rocky Mountain Climate Organization, which provide administrative and organizational support.

For more information:

Tom Easley • easley@rockymountainclimate.org • (303) 593-0853
CC4CA.org



Memorandum

To: Town Council
From: Dara MacDonald, Town Manager
Subject: Manager's Report
Date: May 7, 2018

Town Manager

- 1) Heights open space lawsuit – We filed for an extension on the response, allowing the Town an additional 10 days to compile our response to the complaint.
- 2) Center for the Arts has postponed their update to the Council until the June 4th meeting due to the travel schedule of Board President Ed Schmidt. They apologize for the delay but feel it is important for Ed to be present at the discussion.
- 3) The Mayor has received a request to have a proclamation regarding gun violence on the May 21st agenda. A copy of a draft proclamation is attached. The Council may want to discuss under Other Business on May 7th.

Public Works

- 1) Public works has gone live with an electronic work order system. Implementation will be rolling out in various departments in the coming weeks.
- 2) Crews are very busy with various projects including prepping the four-way for concrete, dealing with water line breaks, etc.
- 3) Work is beginning on the 8th Street right of way north of Butte leading to the Slate River Annexation area.

Marshals

- 1) Dan Batteiger has resigned and will be relocating to N. Dakota in June. We have begun the hiring process for a new Marshal.

Parks & Rec

- 1) Still accepting applications for summer seasonal employees.
- 2) We have final construction sets for the new pirate playground in Town Park.
- 3) We are accepting sign-ups for participation on the Staff Infections – Town of Crested Butte softball team. Wednesday night recreational league. Please let Joey or I know if you are interested in playing. 2017 was our first season and we weren't last!

Community Development

- 1) Will be looking for new members for both the Creative District Commission and BOZAR.
- 2) BOZAR is very busy with full schedules already for May and June.
- 3) The Slate River working group will begin meeting May 16th.

- 4) The draft community survey will be distributed to members of Council, BOZAR and the Creative District the week of May 14th. The results of that sample survey will be discussed with the Council during the work session on May 21st so staff can gather feedback before distributing to the public.
- 5) Discussion on the GVRHA property tax ballot initiative is tentatively scheduled for the Council on June 18th.

Town Clerk

- 1) The first Alpenglow concert will be held June 18th. Previous Councils have elected to delay the start of meetings until 7:00 p.m. so that members could attend Alpenglow before the meeting. If the Council wishes to make this change for the summer of 2018 this should be discussed under Other Business prior to June 18th.
- 2) Applications for summer events continue to roll in.
- 3) Starting to look into new table and chairs for Council. Please let Lynelle know if you have any specific feedback.

Finance

- 1) Q1 revenues are up 10% year over year. This includes the new excise tax on vacation rentals. Without that new revenue source the Town would be down 1% for the first quarter. Rob will have a complete Q1 overview for the Council at the May 21st meeting.

Intergovernmental

We have agreement that dinner on June 7th will work for most of the elected officials with Mt. Crested Butte, City of Gunnison and Board of County Commissioners. Dinner will be held at Elk Ave. Prime.

Upcoming Meetings or Events

May 19th – Town Clean-up

June 7th – Elected officials dinner, Elk Ave Prime

June 8th – Town Picnic

* As always, please let me know if you have any questions or concerns. You may also directly contact department directors with questions as well.

PROCLAMATION
DECLARING THE FIRST FRIDAY IN JUNE TO BE
NATIONAL GUN VIOLENCE AWARENESS DAY

DRAFT

This proclamation declares the first Friday in June to be National Gun Violence Awareness Day in the City of to honor and remember all victims and survivors of gun violence and to declare that we as a country must do more to reduce gun violence.

WHEREAS, every day, 96 Americans are killed by gun violence and on average there are nearly 13,000 gun homicides every year; and

WHEREAS, Americans are 25 times more likely to be killed with guns than people in other developed countries; and

WHEREAS, protecting public safety in the communities they serve is mayors' highest responsibility; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from dangerous people; and

WHEREAS, mayors and law enforcement officers know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and

WHEREAS, in January 2013, Hadiya Pendleton, a teenager who marched in President Obama's second inaugural parade and was tragically shot and killed just weeks later, should be now celebrating her 21st birthday; and

WHEREAS, to help honor Hadiya – and the 96 Americans whose lives are cut short and the countless survivors who are injured by shootings every day – a national coalition of organizations has designated June 1st, 2018, the first Friday in June, as the 4th National Gun Violence Awareness Day; and

WHEREAS, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods and orange is a color that symbolizes the value of human life; and

WHEREAS, anyone can join this campaign by pledging to Wear Orange on June 1st, the first Friday in June in 2018, to help raise awareness about gun violence; and

WHEREAS, by wearing orange on June 1, 2018 Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands, and encourage responsible gun ownership to help keep our children safe.

NOW, THEREFORE BE IT RESOLVED, that Mayor [redacted] of the city of [redacted] declares the first Friday in June, June 1, 2018, to be National Gun Violence Awareness Day. I encourage all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

[date]



Staff Report

3 May 2018

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Chief Marshal Michael Reily
Subject: Adoption of the 2010 Model Traffic Code

Summary:

The Model Traffic Code for Colorado Municipalities (hereafter “Model Traffic Code”) has been incorporated into the Crested Butte Municipal Code since at least 1995. The adoption of the Model Traffic Code, which mirrors State traffic law, allows those covered by traffic law to follow one consistent set of State and Municipal Traffic Codes.

Previous Council Action:

In 2004 the Council repealed the adoption of the 1995 Model Traffic Code and replaced it with the 2003 Model Traffic Code.

Background:

The Model Traffic Code was originally adopted in 1952 and subsequently revised in 1962, 1966, 1970, 1973, 1974, 1977, 1995, 2003, 2009 and 2010

Discussion:

To maintain the most current references to Colorado traffic law the Town should adopt the 2010 Model Traffic Code in the current Town Code. The currently adopted Model Traffic Code is 15 years old.

Legal Implications:

The 2010 Model Traffic Code can be found online at <https://www.codot.gov/library/traffic/traffic-manuals-and-guidelines/fed-state-co-traffic-manuals/model-traffic-code>. The updated code addresses items like Personal mobility devices, Misuse of a wireless telephone, Low-speed electric vehicle equipment requirements and other such traffic issues which are not found in previous editions of the Model Traffic Code. The changes to the Model Traffic Code keep us consistent with the most currently available version of the Model Traffic Code.

Financial Implications:

There are no discernable financial implications to updating the Model Traffic Code.

Recommendation:

The Marshal's Office and Town Staff recommend we maintain the most current version of the Model Traffic Code referenced in our Town Code by simply repealing references to the 2003 Model Traffic Code and replacing them with the 2010 Model Traffic Code.

Motion:

Motion to approve Ordinance No. 8, Series 2018.

ORDINANCE NO. 08

SERIES 2018

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL REPEALING THE ADOPTION OF THE 2003 MODEL TRAFFIC CODE AND, IN ITS PLACE, ADOPTING BY REFERENCE THE 2010 EDITION OF THE MODEL TRAFFIC CODE FOR COLORADO; AND PROVIDING PENALTIES FOR VIOLATION THEREOF.

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

WHEREAS, the Town Council of the Town of Crested Butte, Colorado has previously adopted and enacted the 2003 edition of the Model Traffic Code for Colorado; and

WHEREAS, in 2010, the Model Traffic Code for Colorado was revised and the Town Council wishes to adopt the 2010 Model Traffic Code for Colorado (hereafter “Model Traffic Code”); and

WHEREAS, the Town Council wishes to continue the additions and modifications of the Model Traffic Code which are set forth in Sections 8-1-10, 8-1-20 and 8-1-30 of the Crested Butte Municipal Code, and;

WHEREAS, the Town Council hereby finds that the adoption and amendments contained herein are necessary to protect the health, safety and general welfare for the citizens of the Town.

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

Section 1. Adoption of the 2010 Model Traffic Code for Colorado. The title of Article 8-1-10 of the Crested Butte Municipal Code (hereafter “Code”) shall be amended by changing the edition year from 2003 to 2010.

Further, Section 8-1-10. Of the Code is hereby amended by deleting it in its entirety and replacing it with the following:

“**Sec. 8-1-10. - Adoption.** Pursuant to parts 1 and 2 of article 16 of title 31, C.R.S., there is hereby adopted by reference Articles I and II, inclusive, of the 2010 edition of the "Model Traffic Code" promulgated and published as such by the Colorado Department of Transportation, Safety and Traffic Engineering Branch, 4201 East Arkansas Avenue, EP 700., Denver, CO 80222. The subject matter of the Model Traffic Code relates primarily to comprehensive traffic control regulations for the Town. The purpose of this Ordinance and the Code adopted herein is to provide a system of traffic regulations consistent with state law and generally conforming to similar regulations throughout the state and the nation.”

Further, Section 8-1-20. Of the Code is hereby amended by deleting it in its entirety and replacing it with the following:

“Sec. 8-1-20. – Copy on File. Three (3) copy of the Model Traffic Code adopted herein is now filed in the office of the Town Clerk and may be inspected during regular business hours. The 2010 edition of the Model Traffic Code is adopted as if set out at length.”

Section 2. Certification. The Town Clerk shall certify to the passage of this ordinance and make not less than three copies of the adopted Code available for inspection by the public during regular business hours.

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 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 _____, 2018.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS __ DAY OF _____, 2018.

TOWN OF CRESTED BUTTE, COLORADO

**By: _____
James A. Schmidt, Mayor**

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]



Staff Report – May 2nd, 2018

To: Mayor and Town Council

From: Dara MacDonald, Town Manager

Thru: Rob Zillioux, Finance Director

Subject: Ordinance 2018-09, An ordinance of the Crested Butte Town Council amending the Town Code to allow the Town Council to adopt a purchasing policy by resolution

Summary: The Town currently has no formalized purchasing policy.

Purchasing policies are intended to provide for the fair and impartial treatment of all persons involved in public purchasing by the Town. The intent is to maximize the purchasing value of public funds and to safeguard said funds.

Goals and objectives:

Specifically, the proposed policy objectives are:

- a) Comply with the Town of Crested Butte Municipal Home Rule Charter
- b) Provide the Town the best economic advantage, while maintain the highest quality of services and goods necessary to accomplish the functions of municipal government
- c) Provide a uniform procedure for the purchase of materials, equipment, and services.
- d) Consolidate purchases to achieve maximum economic benefits, wherever possible.
- e) Purchase goods and services from local vendors, using local preference when their goods and services are economically competitive and their quality is comparable to other goods and services

- f) Require all vendors and other suppliers to fulfill all terms and conditions of contracts and purchase orders.
- g) Assure applicability to all Town departments, including elected officials.
- h) Provide appropriate safeguards and controls to protect public funds.

Recommendation: Staff recommends the Town make a motion to approve and adopt Ordinance No. 09 on May 7th.

Proposed Motion: Motion to approve Ordinance No. 09, Series 2018 to adopt at May 7th Council meeting.

ORDINANCE NO. 9

SERIES 2018

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AMENDING THE TOWN CODE TO ALLOW THE TOWN COUNCIL TO ADOPT A PURCHASING POLICY BY RESOLUTION

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

WHEREAS, Article XX Section 6 of the Colorado Constitution grants to home rule municipalities the full right of self-government in local and municipal matters; and

WHEREAS, procedures and policies for purchasing goods, services, and public improvements are local and municipal matters; and

WHEREAS, Section 1.4 of the Home Rule Charter of the Town of Crested Butte vests in the Town all municipal powers, functions, rights and privileges of every nature except as restricted by the Charter or the Colorado Constitution; and

WHEREAS, Section 14.2 of the Home Rule Charter reserves to the Town the power to supersede and law of the state over local or municipal affairs by ordinance; and

WHEREAS, the Town wishes to establish new purchasing requirements for all goods, services and public improvements.

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

Section 1. **Repeal and Replace.** Chapter 4 Article 6 of the Town of Crested Butte Municipal Code is stricken and replaced in its entirety with the following:

Article 6 Purchasing Procedures and Policies

Sec. 4-6-10 Purchasing policies by resolution. The Council shall establish by resolution and may amend from time to time, purchasing policies for goods, services, and public improvements.

Sec. 4-6-20 Public Improvements. Purchasing policies and procedures for public improvements shall establish a contract amount above which bidding will be required and the process for advertising bid requests and awarding contracts to conforming bidders.

Section 2. **Severability.** If any section, sentence, clause, phrase, word or other provision of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases, words or other provisions of this ordinance, or the validity of this ordinance as an entirety, it being the

legislative intent that this ordinance shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

Section 3. Savings Clause. Except as amended hereby, the Crested Butte Municipal Code, as amended, shall remain valid and in full force and effect. Any provision of the Code that is in conflict with this ordinance is hereby repealed as of the effective date hereof.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS ___ DAY OF _____, 2018.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS _____ DAY OF _____, 2018.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]



Staff Report

May 7, 2018

To: Mayor and Town Council

From: Dara MacDonald, Town Manager

Subject: Ordinance 2018-10, An ordinance of the Crested Butte Town Council approving the lease of a portion of the property at 716 Elk Ave to Crested Butte Wildflower Festival, Inc.

Summary: Wildflower Festival has been a long-term tenant of the Town, moving last year from the Old Rock Jail to the newly renovated Depot. Their most recent lease expired in 2007. The Council directed staff to review all of the expired leases of town property and to bring forward new leases for those entities. Staff recommends entering into a new lease with Wildflower Festival.

Previous Council Action: In January of 2017, with Resolution 2017-02, the Council approved a policy regarding the leasing of non-residential municipal property.

Background: With the creation of a facility manager position a couple of years ago, the Town has begun to get a handle on the maintenance status of the many buildings the Town own and has begun investing in building improvements and deferred maintenance.

As of January, 2017 the Town had 18 tenants with expired or non-existent leases. All of the tenants are current with payments based upon the terms of the expired leases. Staff began reaching out to all of our non-residential tenants with expired leases in February and March to make them aware that the Town would like to enter into new leases. In some cases this also included new proposed lease rates. Since then Dale Hoots has met with each of the Town's tenants to understand their needs, discuss management of the facility and further negotiate the lease rate. He has also become aware of some immediate maintenance needs which have been addressed and begun making longer term plans for maintenance of each building.

Based upon the policy adopted by the Council, staff generated a sliding lease rate based first upon the size of the space rented with the goal of getting all of the tenants to \$2 - \$6 per square foot, per year for non-profits. There is no increase proposed for any tenants in the first year of their new leases.

Discussion: The space that Wildflower Festival leases is approximately 118 sq. ft. This is one of the smaller spaces that the Town rents. They have been paying \$0 per year but will move to \$354 per year with execution of this lease. The lease rate proposed is as follows:

2018 \$354 \$3.00 sq. ft.

2019	\$354	\$3.00 sq. ft.
2020	\$708	\$6.00 sq. ft.
2021	\$715.08	\$6.06 sq. ft.

Beginning in 2021 the lease rate would increase 1% per year. The rental term is for 5 years with an automatic 5 year renewal.

In researching the policy last winter and in speaking with local property managers, town staff found comps for commercial office space in the range of \$2.25 sq. ft. to \$11.00 sq. ft. per year. We found comps for retail space on Elk Ave to range from \$12.00 sq. ft. to \$27.00 sq. ft. The Mountain Theatre is a unique tenant in that they do not occupy all of the space full time, but rather a large portion of the space is used only during rehearsals and performances. In addition, the space is made available to other local non-profits to host public events. For these reasons the staff is recommending a lease rate below that approved by the Town Council in the adopted policy.

For comparison on possible annual lease rates for this space:

\$7.50	\$ 885.00
\$10.00	\$1,180.00
\$12.00	\$1,416.00

Section 3(e) of the lease includes an acknowledgement that the lease rate is substantially below market rates in support of the community benefit provided by Crested Butte Wildflower Festival as a local non-profit.

Legal Implications: It is in the best interest of both the Town and its tenants to have a clear lease acknowledging the terms under which the tenant is permitted to use the property ensuring adequate insurance is in place and laying out the maintenance responsibilities.

Recommendation: Staff recommends the Town enter into a lease with Crested Butte Wildflower Festival.

Proposed Motion: Motion and a second to approve Ordinance No. 10, Series 2018.

ORDINANCE NO. 10**SERIES 2018****AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE LEASE OF A PORTION OF THE PROPERTY AT 716 ELK AVENUE TO THE CRESTED BUTTE WILDFLOWER FESTIVAL**

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; and

WHEREAS, pursuant to Section 1.4 of the Home Rule Charter for the Town of Crested Butte, the Town Council may lease any real estate, together with any facilities thereon, owned by the Town when deemed by the Town Council to be in the best interest of the Town; and

WHEREAS, the Town Council must approve such lease of more than one year by ordinance of the Town Council; and

WHEREAS, the Town Council and Crested Butte Wildflower Festival wish to enter into a long-term Business Lease attached hereto as Exhibit A; and

WHEREAS the Town Council finds hereby that approving leases of various Town properties for use by certain entities is in the best interest of the Town.

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

1. **Findings**. The foregoing recitals are hereby fully incorporated herein.
2. **Authorization of Town Manager or Mayor**. Based on the foregoing, the Town Council hereby authorizes the Town Manager or Mayor to execute a lease in substantially the same form as attached hereto as **Exhibit "A"**.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS ___ DAY
OF _____, 2018.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN
PUBLIC HEARING THIS ___ DAY OF _____, 2018.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A. Schmidt, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

Employee Lease Agreements

[attach form leases agreements here]

BUSINESS LEASE

THIS BUSINESS LEASE (this "**Lease**") is entered into this ___ day of _____, 20___, with an effective date of June 1, 2018 (the "**Effective Date**") by and between the TOWN OF CRESTED BUTTE, COLORADO ("**Landlord**"), a Colorado home rule municipality and The Crested Butte Wildflower Festival, Inc, a Colorado nonprofit corporation ("**Tenant**").

AGREEMENT:

Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon and subject to the terms and conditions as set forth herein, the real property and improvements thereon located at The Depot, 716 Elk Avenue, Crested Butte, commonly known as an approximately 118 sq. ft. front West office space portion of The Depot (the "**Premises**").

Tenant has inspected the Premises and accepts the same in its "as is" condition.

1. **Use; Parking; Maintenance; Utilities; Signage.**

(a) Tenant may use and occupy the Premises solely for office and related purposes in keeping with the mission of the Tenant. Any other uses shall be following Landlord's prior written consent.

(b) All public facilities on the Premises shall be utilized as directed by Landlord and not restricted by Tenant. There is parking provided on the Premises which is shared among the other uses and occupants of the Premises.

(c) During the Term (as defined below), Tenant shall provide routine maintenance and care respecting the Premises, including, without limitation, regular cleaning and general cosmetic care (collectively, "**Projects**"). All such maintenance and care shall be performed at Tenant's sole cost and expense.

(d) Without limiting Tenant's obligation respecting such maintenance and care of the Premises, Landlord shall provide regular grounds maintenance (e.g., lawn care, snow removal) on and adjacent to the Premises.

(e) Communications services used by Tenant on the Premises during the Term, regardless of whether the services are billed directly to Tenant or through Landlord, shall be paid by Tenant. Such amounts, where payable to Landlord, shall be payable as additional rent to be paid by Tenant within fifteen (15) days after delivery of an invoice from the Town for such charges and expense.

(f) Landlord shall pay the expenses for gas, electric, water, sewer and trash/recycling services for the Premises during the Term.

(g) All exterior signage shall be installed only upon prior approval of Landlord.

2. **Term.**

(a) Provided that Tenant is not in default under any term or condition of this Lease, Tenant shall have and hold the Premises for a five (5) year period (the "**Term**") that shall commence on the Effective Date hereof and expire five (5) years following the commencement of the Term. The Term shall automatically be extended for an additional five (5) years, unless the Lease is terminated in writing by either party at least 90 days prior to the expiration of the initial Term.

(b) Either party may terminate this lease agreement for any reason upon 180 days written notice to the non-terminating party.

(c) At the expiration or earlier termination of this Lease, Tenant shall surrender the Premises in broom clean, good order and condition, in the same condition and repair as Tenant initially took occupancy of the Property on the Effective Date, ordinary wear and tear excepted. Tenant shall fully repair any damage occasioned by the removal of any trade fixtures, equipment, furniture, alterations, additions and improvements. All trade fixtures, equipment, furniture, alterations, additions and improvements not so removed shall conclusively be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without notice to Tenant or to any other person and without obligation to account therefor. Tenant shall pay Landlord all expenses incurred in connection with Landlord's disposition of such property, including the cost of repairing any damage to any improvements or the Premises caused by such removal. Tenant's obligation to observe and perform the foregoing requirements shall survive the expiration or earlier termination this Lease.

3. **Rent; Additional Rent; Security Deposit.**

(a) Tenant shall pay Landlord \$29.50 on the Effective Date of this Lease and each month thereafter during the first year of the Term (the "**Rent**"). If the Tenant chooses they make pay the full amount for the coming year on the Effective Date and subsequent anniversaries. Rent shall increase annually as follows:

1 st anniversary (2019):	\$354.00 annually / \$29.50 per month
2 nd anniversary (2020):	\$708.00 annually / \$59.00 per month

Rent shall thenceforth increase 1% each year as follows:

3 rd anniversary (2021):	\$715.08 annually / \$59.59 per month
4 th anniversary (2022):	\$722.23 annually / \$60.19 per month
5 th anniversary (2023):	\$729.45 annually / \$60.79 per month
6 th anniversary (2024):	\$736.75 annually / \$61.40 per month
7 th anniversary (2025):	\$744.12 annually / \$62.01 per month
8 th anniversary (2026):	\$751.56 annually / \$62.63 per month
9 th anniversary (2027):	\$759.07 annually / \$63.26 per month

10th anniversary (2028): \$766.66 annually / \$64.53 per month

(b) Any Rent that is paid late shall accrue interest at a rate of 1.5% of such unpaid Rent per month. Rent shall be prorated for any partial month.

(c) Rent, any additional rent and any other amounts due Landlord under this Lease shall be paid at Landlord's address specified herein for notices, without prior demand and without any abatement, deduction or setoff.

(d) To secure the faithful performance by Tenant of all of Tenant's covenants, conditions, and agreements in this Lease to be observed and performed, Tenant has already deposited with Landlord a security deposit (the "**Security Deposit**"). Tenant's security deposit is \$250.00. The Security Deposit may also be used in the event of termination of the Lease by re-entry, eviction, or otherwise. The parties agree that the Security Deposit or any portion thereof, may be applied to any Event of Default (as defined below) that may exist, and/or payment of subsequent damages and costs incurred by Landlord, without prejudice to any other remedy or remedies that Landlord may have on account thereof. If Tenant shall perform all of its respective covenants and agreements in the Lease, the Security Deposit, or the portion thereof not previously applied pursuant to the provisions of the Lease, together with a statement, shall be returned to Tenant without interest, no later than sixty (60) days after the expiration of the Term, or any renewal or extension thereof (or such earlier time if required by applicable law), provided Tenant has vacated the Premises and surrendered possession thereof to Landlord.

(e) Tenant acknowledges that the lease rate proposed is substantially below market value for leasing of office space in Crested Butte at the time of the Effective Date. This lease will get Tenant to an annual lease rate of \$6.00 per sq. ft. by 2020 with 1% annual increases in subsequent years. Below market lease rates are being offered in support of the community benefit provided by Tenant as a local non-profit. The following is provided for comparison on possible annual lease rates for this space:

\$7.50 per sq. ft.	\$ 885.00
\$10.00 per sq. ft.	\$1,180.00
\$12.00 per sq. ft.	\$1,416.00

4. **Landlord's Access**. Landlord, its agents, employees and contractors may, at their sole risk, enter the Premises at any time in response to an emergency, and at other reasonable time upon reasonable prior notice to Tenant, without limitation, (a) inspect the Premises, (b) determine whether Tenant is complying with its obligations under this Lease, (c) supply any other service that Landlord is required to provide, (d) post notices of non-responsibility or similar notices, or (e) make repairs which this Lease requires Landlord or Tenant to make. All work of Landlord shall be performed as promptly as reasonably possible and so as to cause as little interference to Tenant as reasonably possible, at all times taking into account the nature and extent of such work. Landlord shall at all times have a key with which to unlock all of the doors to the Premises (excluding Tenant's vaults, safes and similar areas designed in writing by Tenant in advance).

5. **No Alterations.** Without limiting Tenant's obligations to maintain, repair, restore and replace the Premises and any portion thereof, Tenant shall not make any alterations, additions, repairs, restorations or improvements to the Premises without Landlord's prior written consent.

6. **Compliance with Laws.**

(a) Tenant shall not use or occupy, or permit any portion of the Premises to be used or occupied in violation of any law, ordinance, order, rule, regulation, certificate of occupancy or other governmental requirement.

(b) Tenant and the Premises shall remain in compliance with all applicable laws, ordinances and regulations (including consent decrees and administrative orders) relating to public health and safety and protection of the environment, including those statutes, laws, regulations and ordinances, all as amended and modified from time to time..

7. **No Unsightliness.** Tenant covenants and agrees that no unsightliness shall be permitted on the Premises. Without limiting the generality of the foregoing, no vehicles, machinery, equipment, tools, refuse, scrap, debris, garbage, trash, bulk materials, used vehicle parts or waste shall be kept, stored or allowed to accumulate on the Premises at any time. The Tenant shall have the right to tow vehicles from the Premises and place signage on the Premises to enforce the above provisions.

8. **Insurance.**

(a) At its sole expense, Tenant shall obtain and keep in force during the Term commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000.00) for injury to or death of any one person, for injury to or death of any number of persons in one occurrence, and for damage to property, insuring against any and all liability of Landlord and Tenant, including coverage for contractual liability, broad form property damage, and non-owned automobile liability, with respect to the Premises or arising out of the maintenance, use or occupancy of the Premises. The insurance shall be noncontributing with any insurance that may be carried by Landlord and shall contain a provision that Landlord, although named as an insured, shall nevertheless be entitled to recover under the policy for any loss, injury, or damage to Landlord, its agents, and employees, or the property of such persons.

(b) Upon receipt of written notification from the Town, at Tenant's sole expense, Tenant shall obtain and keep in force, during the Term, "all-risk" coverage naming Landlord and Tenant as their interests may appear and other parties that Landlord or Tenant may designate as additional insureds in the customary form for buildings and improvements of similar character, on all buildings and improvements now or hereinafter located on the Premises. Such coverage shall include, without limitation, the historic replacement value of the Premises building structure. The amount of the insurance shall be designated by Landlord no more frequently than once every twelve (12) months, shall be set forth on an "agreed amount endorsement" to the policy of insurance and shall not be less than the value of the buildings and improvements.

(c) All insurance required in this Section and all renewals of it shall be issued by companies authorized to transact business in the State of Colorado, and rated at least A+ Class X by Best's Insurance Reports (property liability) or approved by Landlord. All insurance policies shall be subject to approval by Landlord and any lender as to form and substance, said approval not to be unreasonably withheld or delayed; shall expressly provide that the policies shall not be canceled or altered without thirty (30) days' prior written notice to Landlord and any lender, and to Landlord in the case of general liability insurance; and shall, to the extent obtainable without additional premium expense, provide that no act or omission of Tenant which would otherwise result in forfeiture or reduction of the insurance shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained. Tenant may satisfy its obligation under this Section by appropriate endorsements of its blanket insurance policies.

(d) All policies of liability insurance that Tenant is obligated to maintain according to this Lease (other than any policy of workmen's compensation insurance) shall name Landlord and such other persons or firms as Landlord specifies from time to time as additional insureds provided such other persons have an insurable interest and does not result in any additional premium expenses. Original or copies of original policies (together with copies of the endorsements naming Landlord, and any others specified by Landlord, as additional insureds) and evidence of the payment of all premiums of such policies shall be made available to Landlord prior to Tenant's occupancy of the Premises and from time to time at least thirty (30) days' prior to the expiration of the term of each policy. All public liability, property damage liability, and casualty policies maintained by Tenant shall be written as primary policies, not contributing with and not in excess of coverage that Landlord may carry. No insurance required to be maintained by Tenant by this Section shall be subject to any deductible in excess of \$20,000.00 without Landlord's prior written consent.

(e) Landlord and Tenant waive all rights to recover against each other, or against the officers, elected officials, directors, shareholders, members, partners, joint venturers, employees, agents, customers, invitees, or business visitors of each of theirs, for any loss or damage arising from any cause covered by any insurance required to be carried by each of them pursuant to this Section or any other insurance actually carried by each of them. Tenant shall cause its insurer to issue an appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with the Premises and any personal property located on the same. Tenant shall cause all other occupants of the Premises claiming by, under, or through Tenant to execute and deliver to Landlord a waiver of claims similar to the waiver in this Section and to obtain such waiver of subrogation rights endorsements.

9. **Indemnification; Tenant Waiver and Release.**

(a) Tenant shall indemnify Landlord, its elected officials, officers, employees, agents, contractor, attorneys, insurers and insurance pools (collectively, the "**Landlord Parties**"; as applicable, each an "**Indemnitee**") against, and hold each Indemnitee harmless from, any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), losses, liabilities, judgments, and expenses (including attorneys' fees and court costs) incurred in connection with or arising from: (i) the use or occupancy of the Premises by Tenant

or any person or entity claiming under Tenant, the employees, agents, contractors, guests, invitees or visitors of Tenant or any person or entity (each, a “**Tenant Related Person**”); (ii) any activity, work, or thing done or permitted or suffered by a Tenant Related Person in or about the Premises; (iii) any acts, omissions, or negligence of any Tenant Related Person; (iv) any breach, violation, or nonperformance by any Tenant Related Person of any term, covenant, or provision of this Lease or any law, ordinance or governmental requirement of any kind; or (v) except for loss of use of all or any portion of the Premises or Tenant’s property located within the Premises that is proximately caused by or results proximately from the gross negligence of Landlord, any injury or damage to the person, property or business of a Tenant Related Person entering upon the Premises under the express or implied invitation of Tenant. If any action or proceeding is brought against an Indemnitee by reason of any claim solely arising out of subparagraphs (i) through (v) above, upon notice from Landlord, Tenant shall defend the claim at Tenant’s expense with counsel reasonably satisfactory to Landlord.

(b) Tenant waives and releases all claims against Indemnitees with respect to any loss, injury, death, or damage (including consequential damages) to persons, property, or Tenant’s business occasioned by, without limitation, theft; act of God; public enemy; injunction; riot; strike; insurrection; war; court order; requisition; order of governmental body or authority; fire; explosion; falling objects; steam, water, rain or snow; leak or flow of water (including water from the elevator system), rain or snow from the Premises or into the Premises or from the roof, street, subsurface, or from any other place, or by dampness, or from the breakage, leakage, obstruction, or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures of the building; or from construction, repair, or alteration of the Premises or from any acts or omissions of any visitor of the Premises; or from any cause beyond Landlord’s control.

10. **Default Provisions.**

(a) If Tenant fails to perform any of its obligations under this Lease, then Landlord, after ten (10) days’ written notice to Tenant (or, in case of any emergency, upon notice or without notice as may be reasonable under the circumstances) and without waiving any of its rights under this Lease, may (but shall not be required to) pay the amount or perform the obligation. All amounts so paid by Landlord and all costs and expenses incurred by Landlord in connection with the performance of any obligations (together with interest at the prime rate from the date of Landlord’s payment of the amount or incurring of each cost or expense until the date of full repayment by Tenant) shall be payable by Tenant to Landlord on demand and as additional rent. In the proof of any damages that Landlord may claim against Tenant arising out of Tenant’s failure to maintain insurance that is required by terms of this Lease, Landlord shall not be limited to the amount of the unpaid insurance premium but shall also be entitled to recover as damages for the breach the amount of any uninsured loss (to the extent of any deficiency in the insurance required by the provisions of this Lease), damages, costs and expenses of suit, including attorneys’ fees, arising out of damage to, or destruction of, the Premises occurring during any period for which Tenant has failed to provide the insurance.

(b) The following occurrences are “**Events of Default**”: (i) Tenant defaults in the due and punctual payment of rent or any other amount due under this Lease, and the default

continues for five (5) days after notice from Landlord; (ii) Tenant defaults in the performance of any other obligation under this Lease that is not cured after ten (10) days' written notice to Tenant (or, in case of any emergency, upon notice or without notice as may be reasonable under the circumstances); or (iii) Tenant vacates or abandons the Premises.

(c) If any one or more Events of Default occurs, then Landlord may, at its election, give Tenant written notice of its intention to terminate this Lease on the date of the notice or on any later date specified in the notice, and, on the date specified in the notice, Tenant's right to possession of the Premises shall cease and this Lease shall be terminated. In addition, landlord shall have all other rights available at law and in equity, including, without limitation, recovery of actual damages, costs and expenses, including reasonable attorneys' fees. All remedies may be cumulatively and concurrently applied and enforced.

12. **Assignment.** Tenant may not assign this Lease, or sublet the Premises, in whole or in part, without Landlord's prior written consent.

13. **Notices.** All notices, demands, and requests required to be given by either party to the other shall be in writing, and with a copy given to counsel for each such party as provided below. All notices, demands, and requests shall be delivered personally or sent by electronic mail (e-mail), nationally recognized overnight courier, certified or registered mail, return receipt requested, postage prepaid, or via facsimile, addressed to the parties at the addresses set forth below or at such other addresses as the parties may designate in writing delivered pursuant to the provisions hereof. Any notice when given as provided herein shall be deemed to have been delivered on the day of delivery if delivered personally, on the first business day following the confirmation of sending of an e-mail when sent by electronic mail, on the first business day following deposit with the courier service when delivered by overnight courier, three business (3) days subsequent to the date that said notice was deposited with the United States Postal Service, or on the first business day following the date of confirmation of receipt when delivered by facsimile.

To Landlord: Town of Crested Butte
 P.O. Box 39
 507 Maroon Avenue
 Crested Butte, CO 81224
 Facsimile: (970) 349-6626
 Attn: Town Manager

To Tenant: Crested Butte Wildflower Festival, Inc
 P.O. Box 216
 Crested Butte, CO 81224
 Attn: Executive Director

14. **No Waiver.** No waiver of any condition or agreement in this Lease by either Landlord or Tenant shall imply or constitute a further waiver by such party of the same or any other condition or agreement.

15. **Attorneys' Fees.** In case a dispute between the parties shall arise in connection with this Lease, the prevailing party shall be entitled to recover and shall be awarded (in addition to other relief granted) all reasonable attorneys' fees and costs in connection with such dispute from the non-prevailing party.

16. **Severability.** If any sentence, paragraph or article of this Lease is held to be illegal or invalid, this shall not affect in any manner those other portions of the Lease not illegal or invalid and this Lease shall continue in full force and effect as to those remaining provisions.

17. **Successors and Assigns.** The conditions and provisions hereof shall inure to the benefit of, and shall be binding upon, Landlord, Tenant and their respective personal representatives, successors and permitted assigns.

18. **Immigration Compliance.** Tenant certifies that it has complied, and during the term of this Lease will continue to comply, with the Immigration Reform and Control Act of 1986. The signature of Tenant on this Lease: (1) certifies that Tenant 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 Tenant utilizes subcontractors or employees in Tenant's business. Tenant shall not:

(a) knowingly employ or contract with an illegal alien to perform work under this Lease; or

(b) enter into a contract with a subcontractor that fails to certify to Tenant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Lease.

Tenant has confirmed the employment eligibility of all employees and subcontractors who are newly hired for employment to perform work under this Lease through participation in either the e-verify program or the department program (as defined in Colo. Rev. Stat. § 8-17.5-101, et seq.). Tenant may not use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Lease is being performed. If Tenant obtains actual knowledge that a subcontractor performing work under this Lease knowingly employs or contracts with an illegal alien, Tenant shall:

(i) notify the subcontractor and the Landlord within three (3) days that Tenant 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 Tenant 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.

Tenant 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. Tenant acknowledges that in the event Tenant violates any of the provisions of the foregoing the Town may terminate this Lease for breach of contract. No notice need be given of said termination. If this Lease is so terminated, Tenant shall be liable for actual and consequential damages to the Landlord.

19. **Obligation to Report.** Tenant shall report any material damage to the Premises or disturbances therein or thereon to Landlord as soon as it becomes aware of any such damages or disturbances.

20. **Miscellaneous Provisions.**

(a) Each party represents and warrants that it has obtained any and all approvals necessary to enter into and perform the obligations contained in this Lease, if any.

(b) This Lease shall be construed and enforced in accordance with the laws of the State of Colorado.

(c) This Lease is entered into at Crested Butte, Colorado, and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Lease will be in the District Court of Gunnison County, Colorado.

(d) This Lease may be executed in multiple counterparts each of which shall constitute an original, and both of which when taken together shall constitute one and the same document. The parties hereby agree to accept facsimile or electronic copies of signatures as original signatures

(e) An recordation of this Lease or any record thereof, or the recordation of any encumbrance against the Premises and/or the Improvements by any person, including, without limitation, any mortgagee of Tenant, except Landlord and any mortgagee of Landlord, shall be void *ab initio* and a default under this Lease.

(f) This Lease constitutes the entire and exclusive agreement between the parties relating to the specific matters covered herein. Any other agreements between the parties, whether written or oral are hereby merged herein and of no further force and effect.

(g) Unless otherwise provided in the Lease, the Lease may be amended, modified, or terminated only by a written instrument executed by Landlord and Tenant.

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

IN WITNESS WHEREOF, Landlord and Tenant have executed Lease by their duly authorized officials effective as of the Effective Date first written above.

LANDLORD:

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Dara MacDonald, Town Manager

ATTEST:

_____ [Seal]
Lynelle Stanford, Town Clerk

TENANT:

CRESTED BUTTE WILDFLOWER FESTIVAL, INC., a
Colorado Non-Profit Corporation

By: _____
Name: _____
Title: _____



Staff Report

To: Mayor Schmidt and Town Council
Thru: Dara MacDonald, Town Manager
From: Michael Yerman, Community Development Director
Subject: Ordinance No. 11, Series 2018, Amending Chapter 18 Articles 2, 9, and 13
Date: May 7, 2018

SUMMARY:

The Town's Community Development reviews the adopted Building Codes every year to ensure there are no issues with the previous adoptions. There are a few minor amendments the staff has identified this year. Ordinance 11, Series 2018 makes minor edits to the adopted Residential Codes, Energy Codes, and Amending requirements for plans for building permits. The changes are summarized below by the sections of the proposed Ordinance.

Section 1. Residential Code: The adoption of the residential codes excluded single-family and duplexes from requiring sprinkler systems. However, the previous amendment did not adequately address stacked duplex units or single-family dwellings with an attached ADU. The proposed exception would not require stacked duplex units to be sprinkler provided they are under one ownership and have adequate fire separation as defined in the code. This stacked configuration can also occur with attached ADU's to a single-family residence.

Section 2. Energy Code: There have been several updates in the 2018 Energy Codes that have been updated because they were not practical with accepted construction techniques. The other added provision is the requirement of a REMP permit when heat tubing is placed in concrete for sidewalks and driveways. Applicants will need to pull the REMP permit and pay the fees when the system is connected.

Section 3. Building Permits: This amendment clarifies that stamped plans from a licensed or registered design professional need to be provided as required in the IRC for required engineered plans and with a commercial and multi-family project. To be clear this does not require engineered or stamped plans at the BOZAR design phase of a project.

STAFF RECOMMENDATION:

Staff recommends a Council person make a motion followed by a second to approve Ordinance No. 11, Series 2018.

ORDINANCE NO. 11

SERIES 2018

**AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL
AMENDING, CHAPTER 18, ARTICLES 2, 9, AND 13 OF THE
TOWN CODE RELATED TO BUILDING REGULATIONS**

WHEREAS, the Town of Crested Butte, Colorado (the “Town”) is a home rule municipality duly 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 Town has adopted by reference and modified by ordinance certain International Building Codes and the International Energy Conservation Code pursuant to Title 31, Article 16, Part 2, C.R.S.; and

WHEREAS, the Town Council has determined that the below amendments to the International Building Code and the Energy Standards are important to achieving standardized, safe construction, in furtherance of the goal of protecting public health, safety, welfare of the public and the environment.

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

Section 1. Amending Chapter 18 Article 2- Residential Code

Sec. 18-2-30 Amendments

Section 18-2-30 (7) shall be amended to read as follows:

(7) IRC Section R313 “Automatic fire sprinkler systems” shall be amended by replacing Subsection R313.2 with the following:

R313.2 ‘Two family dwellings.’ An automatic residential fire sprinkler system shall be installed in all new two-family dwellings except that an automatic residential fire sprinkler system shall not be required for two-family dwelling units that are under one ownership and meet the fire separation requirements of Section 302.3 Two-family dwellings.

Section 2. Amending Chapter 18, Article 9 – Energy Standards

The following Sections in Chapter 18, Article 9 are hereby amended as follows:

Sec. 18-9-40 International Energy Conservation Code.

(a) Adoption.

Replace the term (“IFGC”) with (“IECC”).

(b) Amendments.

Delete paragraph (1) IECC Section 405 in its entirety.

Add a new paragraph (5) to read as follows:

(5) IECC Section C404.5 is deleted. Amend the 2009 IPC Section 607.2 to delete subsections 607.2.1 through 607.2.3.

Sec. 18-9-80 Building science requirements.

(a) Delete the clause “... of not greater than 0.25” and insert in its place, “... as required by IECC Section R402.4.1.2”

(c) Delete the clause “... and listed in the top one-third (?) of E Star efficiency rating.”

Sec. 18-9-100 Renewable Energy Mitigation Program.

Revise the first paragraph to add a new sentence at the beginning of the paragraph “Installing a zone and tubing to a future outdoor heated area is prohibited without first obtaining an outdoor energy usage permit.”

Section 3. Amending Chapter 18, Article 13 – Building Inspector and Building Permits

The following Section in Chapter 18, Article 13 is amended as follows:

Sec. 18-13-20 Building permit applications.

Add a new paragraph (15) “The engineering plans for single and two family residences shall be prepared by a registered or licensed design professional and signed and stamped with a seal stamp.”

Add a new paragraph (16) “All construction documents for commercial projects shall be prepared by registered or licensed design professionals and signed stamped with a seal stamp.”

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 the effective date hereof.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS _____ DAY OF _____,
2018

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING AND PUBLIC HEARING THIS ____ DAY OF _____, 2018

TOWN OF CRESTED BUTTE

By: _____

James A. Schmidt, Town Mayor

ATTEST:

BY: _____

Lynelle Stanford, Town Clerk



Staff Report

May 7, 2018

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Lynelle Stanford, Town Clerk
Subject: Summary of Outdoor Vending
Date: April 4, 2018

Summary:

For the purpose of the discussion there are four categories of vending licenses allowed under Chapter 6, Article 4 in the Town Code.

Vending Categories	Late Night Food Truck (10PM to 2:30AM)	Food Cart/Booth	Merchandise Cart	Farmers' Market
Number of Permits Allowed Per Year	2	4	2	No more than 7 vendors <i>total</i> located at Elk Avenue and 6 th Street.
Designated Location(s) Any usage of private property requires written permission from the property owner.	Only in the B-1 Business Zone District	<ol style="list-style-type: none"> 1. Farmers' Market, Parking Lot at 1st and Elk, or other areas designated by the Town Manager such as the 4 Way 2. Town Owned Recreational Facilities during Town sponsored or Town-Managed Activities 3. Private Property 	Only on private property	Corner of Elk Avenue and 6 th Street

Background:

In past years, there have been four permits issued for food carts/booths. Again in 2018, there are four applicants for food carts/booths with entities on the waiting list. There have been no active food trucks or merchandise carts in recent years. There is one farmers' market vendor that applies yearly, Doug Mattice. The current Code does not clearly identify specifically how many farmers' market vendors are allowed; however, the Code limits that no more than seven vendors total be allowed on public property at any given time at Sixth Street and Elk Avenue. So, if four food carts/booths would be permitted at the Four Way, then the farmers' market vendor limit would be three vendors. Farmers' market vending is not the same as the Farmers' Market special event. Vendors at special events are managed by each special event organizer. The organizer provides a vendor list for the purpose of sales tax collection, but vendors are not otherwise managed by the Town.

Discussion:

Fletcher Haver proposed that the Council amend the Code to allow for service from food trucks during daytime hours. He would travel from location to location, serving food at job sites, and he has also proposed to be parked at a location near True Value, also serving food from that location. The deviations from the current Code in his request are the hours of operation and the permitted zone.

The Council must consider if the public benefits greater from fewer limitations on food trucks, while considering the balance with brick and mortar restaurants. There could be unintended consequences related to attracting crowds of people, concerning issues with parking and the availability of restrooms. The Council should also discuss if they would like to maintain the limitation of two food trucks.

Recommendation:

There have been no complete applications for food truck permits submitted in recent years, indicating that the current model may create a difficult environment to sustain a food truck business. Staff recommends that if the Council opts to change the Code to accommodate Haver's request, Council should consider maintaining the limitation on the number of food trucks permitted, as well as what zone districts are most compatible with this type of vending.

Town of Crested Butte
Attn: Lynelle Stanford
PO Box 39
Crested Butte, CO 81224

May 2, 2018

Dear Town Council members:

I recently spoke in detail with Lynelle Stanford regarding a retail truck concept I was pursuing. She kindly provided insight into the current regulations for both retail and food vending.

I am aware that later in this meeting you will be reviewing a request for variances for a food truck. I'm glad to hear this is being considered as I think, if done well, these trucks can provide a unique and fun ambiance that I believe fits with the character of the Town.

I recently visited Hanalei, Kauai which renewed my inspiration for quality, locally designed and made goods. I found these types of souvenirs more meaningful and happily spent my dollars on these locally made items (along with some damn good shaved ice).

Upon returning home, I continued conceptualizing how to achieve this in Crested Butte. I began collaborating with a couple local friends on graphic designs and logos that we feel embody the spirit of Crested Butte. Last weekend, I spent time with my dad reviewing the mechanics and layout of his very charming 1972 GMC 20' Van that I'd like to utilize for business operations. I am continuing to button up some budget numbers to ensure my comfort level with the proposed model, but a big part of this includes approval, location and operating parameters that may be imposed. I feel strongly that the appeal of the truck will be integral to the success of the business.

I would like to request the Council's review of this concept to determine which category of use would be most applicable and what variances I would need to request.

The general concept is outlined below:

- Locally designed and printed, quality t-shirts, hoodies, hats, patches, stickers and tumblers promoting Crested Butte. These could be screenprinted to order with the ability for customer to select desired color of shirt and ink.
- Retail Operations from a converted 1972 GMC milk truck style van (photos attached). Would be painted with lively design that would support a strong social media effort including sales and promotions.
- Anticipated hours of operation up to 4 days a week, Noon to 5pm. Summer operations only from roughly mid-June through end of September.
- Potential additional activation at Farmer's Market and Special Events
- Rotating location throughout the summer would support a pop-up vibe and social media initiative with a sense of discovery.
- Current locations under discussion include True Value parking lot, Hostel and new Trailhead Museum area, vacant lot on Elk Ave next to Synergy Athlete, and near Big Mine Skate Park and Mikey's Pizza lot zone (my preferred location).
- Locations would be on private commercially zoned properties

While I appreciate the challenges and rewards of a brick and mortar establishment, I think a seasonal, quality and authentic mobile vending option would be a well-received, unique and fun consumer experience within the Crested Butte character. I appreciate your consideration and look forward to direction from the Council on how this might be achieved.

Sincerely,
Laci Wright
970-366-2233
lacinwright@gmail.com



Hanalei apparel and shave ice stand. Quality goods, tie dyed in town. Strong social interaction from locals.



Kauai t-shirt trailer with hot-press. Shirt and hat designs done on site. Located near another shave ice truck.



1972 GMC Van currently owned by my family. It is mechanically sound and currently insured and registered. Would look to add wooden horizontal siding to interior and add racks and a small seating benches over the wheel wells. Exterior would include some tasteful, colorful design with the logo. Painted hubs and bumpers. Would probably put two chairs on side as well when open to encourage people to hang out or as a waiting spot.





Staff Report May 7, 2017

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Rodney Due, Public Works Director

Subject: Ordinance No. 12, Series 2018 – AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AMENDING CHAPTER 8, ARTICLE 5 AND CHAPTER 13, ARTICLE 3 OF THE TOWN CODE RELATING TO WINTER PARKING AND REFUSE CONTAINERS

Date: May 1, 2018

Summary: Ordinance No. 12 amends the Town Code sections regarding winter parking regulations, and the times refuse containers can be placed curb side.

Background: Town Council appointed a Parking Committee in 2017 to study and make recommendations to improve the congestion and parking impacts in town. One of the topics included winter parking policies, signage, ticketing/towing. The committee recommended the Town should improve the clarity of winter parking regulations on street signs to reduce ticketing and towing of vehicles, and to enable snow removal operations. \$10,000.00 was allocated for new winter parking regulation signage from the Street and Alley Fund in the 2018 budget. The ordinance makes amendments to the Town Code to address the changes.

The other amendment to the Town Code addresses refuse containers, and the time frame residents can put refuse containers curb side. Currently, wildlife resistant containers are allowed to be put out the night before trash pick-up day. This creates a huge problem during winter plow operations. The change in the code eliminates the exception for wildlife resistant containers.

Recommendation: Staff recommends setting Ordinance No. 12, Series 2018 for public hearing at the May 21st, 2018 Council meeting.

Proposed Motion: I move to set Ordinance No. 12, Series 2018 for public hearing at the March 21st, 2018 Council meeting.

ORDINANCE NO. 12

SERIES 2018

**AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL
AMENDING CHAPTER 8, ARTICLE 5 AND CHAPTER 13,
ARTICLE 3 OF THE TOWN CODE RELATING TO WINTER
PARKING AND REFUSE CONTAINERS**

WHEREAS, the Town of Crested Butte, Colorado (the “Town”) is a home rule municipality duly 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 Town Council has determined that the below amendments to the Town Code sections regarding parking regulations and refuse containers are necessary to protecting public health, safety, welfare of the public and the environment.

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

Section 1. Amending Chapter 8 Article 2- Winter Parking Rules

Sec. 8-2-50. - Winter Parking Rules shall be amended as follows:

Sec. 8-2-50. - Winter Parking Rules.

- (a) The requirements of this Section collectively known as “Winter Parking Rules” shall apply from November 1 to April 30, unless the Town Manager gives proper notice to the public that conditions no longer exist that necessitate implementation of the provisions of this Section.
- (b) On odd days of the week between 10:00 p.m. and 10:00 a.m. the next day, it shall be unlawful to park a vehicle on any odd numbered address of any street or alley, except Elk Avenue from Sixth Street to First Street.
- (c) On even days of the week between 10:00 p.m. and 10:00 a.m. the next day, it shall be unlawful to park a vehicle on any even numbered address of any street or alley, except Elk Avenue from Sixth Street to First Street.
- (d) On every day between the hours of 2:00 a.m. and 8:00 a.m., it shall be unlawful to park a vehicle:
 - (1) On Elk Avenue from Sixth Street to First Street.
 - (2) In the following Town public parking lots:
 - a. The lots immediately east of the intersection of Sixth Street and Elk Avenue.

- b. The lot immediately south of the intersection of First Street and Elk Avenue.
 - c. The lot at the Crested Butte Nordic Center/Big Mine Park.
 - d. The lot on the north side of the alley west of Second Street between Elk Avenue and Maroon Avenue.
 - e. The lot at the Fire Hall located at 306 Maroon Avenue.
 - f. The lot immediately north of the Crested Butte Mountain Heritage Museum located at 331 Elk Avenue.
- (e) On every day between the hours of 2:00 a.m. and 7:00 a.m., it shall be unlawful to park a vehicle on Third Street from one hundred twenty-five (125) feet north of Elk Avenue to one hundred twenty-five (125) feet south of Elk Avenue.
 - (f) On every day, between Elk Avenue and Sopris Avenue and Elk Avenue and Maroon Avenue from one hundred (100) feet west of Second Street to one hundred fifty (150) feet east of Third Street, it shall be unlawful to park a vehicle in the alleys and to place a trash collection device, including Dumpsters, on any public street, alley or right-of-way.
 - (g) No person shall park a vehicle at any time on the west side of Second Street from Elk Avenue to Sopris Avenue and on the south side of Whiterock Avenue from Second Street to one hundred (100) feet east of Second Street.

Section 2. Amending Chapter 13 Article 5 –Refuse Containers

Sec. 13-5-30 shall be stricken in its entirety and replaced with the following:

Sec. 13-5-30 Refuse Containers

- (a) No refuse container shall be placed in the right-of-way for curbside pickup other than between the hours of 6:00 a.m. and 6:00 p.m. of the day for scheduled collection. After pickup, all refuse containers must be removed from the right-of-way.

Section 3. Savings Clause. Except as amended hereby, the Crested Butte Municipal Code, as amended, shall remain valid and in full force and effect. Any provision of any ordinance previously adopted by the Town which is in conflict with this ordinance is hereby repealed as the effective date hereof.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS 7th DAY OF May,
2018

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING AND PUBLIC
HEARING THIS 21st DAY OF May, 2018

TOWN OF CRESTED BUTTE

By:_____

James A. Schmidt, Town Mayor

ATTEST:

BY:_____

Lynelle Stanford, Town Clerk



Staff Report

May 7, 2018

To: Mayor and Town Council

From: Dara MacDonald, Town Manager

Subject: Ordinance 2018-13, An ordinance of the Crested Butte Town Council approving the lease of the property at 409 2nd Street to Gunnison Valley Regional Housing Authority

Summary: The Town approached the Gunnison Valley Regional Housing Authority (GVRHA) about leasing this space. The GVRHA has been sharing space with staff in Town Hall in recent years which is not ideal given the sensitivity of the work they do with reviewing personal finances with potential homeowners and qualifying renters for Anthracite Place. Having private space for the GVRHA to conduct business in Crested Butte will be very helpful as they continue to work towards providing and managing affordable housing throughout the valley.

Previous Council Action: In January of 2017, with Resolution 2017-02, the Council approved a policy regarding the leasing of non-residential municipal property.

Background: Based upon the policy adopted by the Council, staff generated a sliding lease rate based first upon the size of the space rented with the goal of getting all of the tenants to \$2 - \$6 per square foot, per year for non-profits.

Discussion: The Old Rock Jail is approximately 360 sq. ft. and the proposed lease rate is \$200 per month or \$6.60 per sq. ft. per year. The property does not have any onsite parking but the activities of the GVRHA should not generate a lot of vehicle trips at any given time. The tenant would pay for all utilities with the exception of water/sewer which the Town pays for all of our properties.

The GVRHA derives its authority through an intergovernmental agreement between Crested Butte, Mt. Crested Butte, Gunnison County and the City of Gunnison. The Town does provide ongoing financial support to the GVRHA through the Affordable Housing Fund - \$58,000 in 2018.

GVRHA staff are generally in Crested Butte three days a week. They expect this to increase over the coming summer as they work to qualify buyers for the forthcoming lotteries for for-sale units.

Legal Implications: It is in the best interest of both the Town and its tenants to have a clear lease acknowledging the terms under which the tenant is permitted to use the property ensuring adequate insurance is in place and laying out the maintenance responsibilities.

Recommendation: Staff recommends the Town enter into a lease with the Gunnison Valley Regional Housing Authority.

Proposed Motion: Motion and a second to set Ordinance No. 13, Series 2018 to public hearing at the May 21st Council meeting.

ORDINANCE NO. 13**SERIES 2018****AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE LEASE OF THE PROPERTY AT 409 SECOND STREET TO THE GUNNISON VALLEY REGIONAL HOUSING AUTHORITY**

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; and

WHEREAS, pursuant to Section 1.4 of the Home Rule Charter of the Town of Crested Butte, Colorado, the Town Council may lease any real estate, together with any facilities thereon, owned by the Town when deemed by the Town Council to be in the best interest of the Town; and

WHEREAS, the building at 409 Second Street known as the Old Rock Jail was vacated by the previous tenant in 2017 and the Town has made improvements to the building during the past several months; and

WHEREAS, the Town Council and Gunnison Valley Regional Housing Authority wish to enter into a long-term Business Lease attached hereto as Exhibit A; and

WHEREAS the Town Council finds hereby that approving leases of various Town properties for use by certain entities is in the best interest of the Town.

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

1. **Findings.** The foregoing recitals are hereby fully incorporated herein.
2. **Authorization of Town Manager or Mayor.** Based on the foregoing, the Town Council hereby authorizes the Town Manager or Mayor to execute a lease in substantially the same form as attached hereto as **Exhibit “A”**.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS __ DAY OF _____, 2018.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS _____ DAY OF ____, 2018.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A. Schmidt, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT “A”

Employee Lease Agreements

[attach form leases agreements here]

BUSINESS LEASE

THIS BUSINESS LEASE (this "**Lease**") is entered into this ___ day of _____, 20___, with an effective date of June 1, 2018 (the "**Effective Date**") by and between the TOWN OF CRESTED BUTTE, COLORADO ("**Landlord**"), a Colorado home rule municipality and the GUNNISON VALLEY REGIONAL HOUSING AUTHORITY, a Colorado Public Housing Authority ("**Tenant**").

AGREEMENT:

1. **Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon and subject to the terms and conditions as set forth herein, the real property and improvements thereon, as more particularly described as follows:

409 2nd Street
Town of Crested Butte,
County of Gunnison,
State of Colorado,

and commonly known as the Old Rock Jail property (the "**Premises**").

Tenant has inspected the Premises and accepts the same in its "as is" condition.

2. **Use; Parking; Maintenance; Signage.**

(a) Tenant may use and occupy the Premises solely for activities directly related to the provision of housing authority business and purposes. Any other uses shall be following Landlord's prior written consent.

(b) All public facilities on the Premises shall be utilized as directed by Landlord and not restricted by Tenant. There is not parking provided on the Premises.

(c) During the Term (as defined below), Tenant shall provide routine maintenance and care respecting the Premises, including, without limitation, regular cleaning and general cosmetic care (collectively, "**Projects**"). All such maintenance and care shall be performed at Tenant's sole cost and expense.

(d) Without limiting Tenant's obligation respecting such maintenance and care of the Premises, Landlord shall maintain the structure, plumbing, mechanical systems and other parts or systems that are appurtenant to the building.

(e) Tenant shall pay the gas and electric utilities, trash and recycling, and communications services used by Tenant on the Premises during the Term, regardless of whether the services are billed directly to Tenant or through Landlord. Such amounts, where payable to Landlord, shall be payable as additional rent to be paid by Tenant within fifteen (15) days after delivery of an invoice from the Town for such charges and expense.

- (f) Landlord shall pay the expenses for water and sewer.
- (g) All signage shall be installed only upon prior approval of Landlord.

3. **Term.**

(a) Provided that Tenant is not in default under any term or condition of this Lease, Tenant shall have and hold the Premises for a five (5) year period (the "**Term**") that shall commence on the Effective Date hereof and expire five (5) years following the commencement of the Term. The Term shall automatically be extended for an additional five (5) years, unless the Lease is terminated in writing by either party at least 90 days prior to the expiration of the initial Term.

(b) At the expiration or earlier termination of this Lease, Tenant shall surrender the Premises in broom clean, good order and condition, in the same condition and repair as Tenant initially took occupancy of the Property on the Effective Date, ordinary wear and tear excepted. Tenant shall fully repair any damage occasioned by the removal of any trade fixtures, equipment, furniture, alterations, additions and improvements. All trade fixtures, equipment, furniture, alterations, additions and improvements not so removed shall conclusively be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without notice to Tenant or to any other person and without obligation to account therefor. Tenant shall pay Landlord all expenses incurred in connection with Landlord's disposition of such property, including the cost of repairing any damage to any improvements or the Premises caused by such removal. Tenant's obligation to observe and perform the foregoing requirements shall survive the expiration or earlier termination this Lease.

4. **Rent; Additional Rent.**

(a) Tenant shall pay Landlord \$200.00 on the Effective Date of this Lease and each month thereafter during the Term and any extension thereof by the first of each calendar month (the "**Rent**"). Any Rent that is paid late shall accrue interest at a rate of 1.5% of such unpaid Rent per month. Rent shall be prorated for any partial month.

(b) Rent shall increase annually by 1% of the previous year's Rent.

(c) Rent, any additional rent and any other amounts due Landlord under this Lease shall be paid at Landlord's address specified herein for notices, without prior demand and without any abatement, deduction or setoff.

5. **Landlord's Access.** Landlord, its agents, employees and contractors may, at their sole risk, enter the Premises at any time in response to an emergency, and at other reasonable time upon reasonable prior notice to Tenant, without limitation, (a) inspect the Premises, (b) determine whether Tenant is complying with its obligations under this Lease, (c) supply any other service that Landlord is required to provide, (d) post notices of non-responsibility or

similar notices, or (e) make repairs which this Lease requires Landlord or Tenant to make. All work of Landlord shall be performed as promptly as reasonably possible and so as to cause as little interference to Tenant as reasonably possible, at all times taking into account the nature and extent of such work. Landlord shall at all times have a key with which to unlock all of the doors to the Premises (excluding Tenant's vaults, safes and similar areas designed in writing by Tenant in advance).

6. **No Alterations.** Without limiting Tenant's obligations to maintain, repair, restore and replace the Premises and any portion thereof, Tenant shall not make any alterations, additions, repairs, restorations or improvements to the Premises without Landlord's prior written consent.

7. **Compliance with Laws.**

(a) Tenant shall not use or occupy, or permit any portion of the Premises to be used or occupied in violation of any law, ordinance, order, rule, regulation, certificate of occupancy or other governmental requirement.

(b) Tenant and the Premises shall remain in compliance with all applicable laws, ordinances and regulations (including consent decrees and administrative orders) relating to public health and safety and protection of the environment, including those statutes, laws, regulations and ordinances, all as amended and modified from time to time..

8. **No Unsightliness.** Tenant covenants and agrees that no unsightliness shall be permitted on the Premises. Without limiting the generality of the foregoing, no vehicles, machinery, equipment, tools, refuse, scrap, debris, garbage, trash, bulk materials, used vehicle parts or waste shall be kept, stored or allowed to accumulate on the Premises at any time. The Tenant shall have the right to tow vehicles from the Premises and place signage on the Premises to enforce the above provisions.

9. **Insurance.**

(a) At its sole expense, Tenant shall obtain and keep in force during the Term commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000.00) for injury to or death of any one person, for injury to or death of any number of persons in one occurrence, and for damage to property, insuring against any and all liability of Landlord and Tenant, including coverage for contractual liability, broad form property damage, and non-owned automobile liability, with respect to the Premises or arising out of the maintenance, use or occupancy of the Premises. The insurance shall be noncontributing with any insurance that may be carried by Landlord and shall contain a provision that Landlord, although named as an insured, shall nevertheless be entitled to recover under the policy for any loss, injury, or damage to Landlord, its agents, and employees, or the property of such persons.

(b) Upon receipt of written notification from the Town, at Tenant's sole expense, Tenant shall obtain and keep in force, during the Term, "all-risk" coverage naming Landlord and Tenant as their interests may appear and other parties that Landlord or Tenant may

designate as additional insureds in the customary form for buildings and improvements of similar character, on all buildings and improvements now or hereinafter located on the Premises. Such coverage shall include, without limitation, the historic replacement value of the Premises building structure. The amount of the insurance shall be designated by Landlord no more frequently than once every twelve (12) months, shall be set forth on an “agreed amount endorsement” to the policy of insurance and shall not be less than the value of the buildings and improvements.

(c) All insurance required in this Section and all renewals of it shall be issued by companies authorized to transact business in the State of Colorado, and rated at least A+ Class X by Best’s Insurance Reports (property liability) or approved by Landlord. All insurance policies shall be subject to approval by Landlord and any lender as to form and substance, said approval not to be unreasonably withheld or delayed; shall expressly provide that the policies shall not be canceled or altered without thirty (30) days’ prior written notice to Landlord and any lender, and to Landlord in the case of general liability insurance; and shall, to the extent obtainable without additional premium expense, provide that no act or omission of Tenant which would otherwise result in forfeiture or reduction of the insurance shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained. Tenant may satisfy its obligation under this Section by appropriate endorsements of its blanket insurance policies.

(d) All policies of liability insurance that Tenant is obligated to maintain according to this Lease (other than any policy of workmen’s compensation insurance) shall name Landlord and such other persons or firms as Landlord specifies from time to time as additional insureds provided such other persons have an insurable interest and does not result in any additional premium expenses. Original or copies of original policies (together with copies of the endorsements naming Landlord, and any others specified by Landlord, as additional insureds) and evidence of the payment of all premiums of such policies shall be made available to Landlord prior to Tenant’s occupancy of the Premises and from time to time at least thirty (30) days’ prior to the expiration of the term of each policy. All public liability, property damage liability, and casualty policies maintained by Tenant shall be written as primary policies, not contributing with and not in excess of coverage that Landlord may carry. No insurance required to be maintained by Tenant by this Section shall be subject to any deductible in excess of \$20,000.00 without Landlord’s prior written consent.

(e) Landlord and Tenant waive all rights to recover against each other, or against the officers, elected officials, directors, shareholders, members, partners, joint venturers, employees, agents, customers, invitees, or business visitors of each of theirs, for any loss or damage arising from any cause covered by any insurance required to be carried by each of them pursuant to this Section or any other insurance actually carried by each of them. Tenant shall cause its insurer to issue an appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with the Premises and any personal property located on the same. Tenant shall cause all other occupants of the Premises claiming by, under, or through Tenant to execute and deliver to Landlord a waiver of claims similar to the waiver in this Section and to obtain such waiver of subrogation rights endorsements.

10. **Indemnification; Tenant Waiver and Release.**

(a) Tenant shall indemnify Landlord, its elected officials, officers, employees, agents, contractor, attorneys, insurers and insurance pools (collectively, the “**Landlord Parties**”); as applicable, each an “**Indemnitee**”) against, and hold each Indemnitee harmless from, any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), losses, liabilities, judgments, and expenses (including attorneys’ fees and court costs) incurred in connection with or arising from: (i) the use or occupancy of the Premises by Tenant or any person or entity claiming under Tenant, the employees, agents, contractors, guests, invitees or visitors of Tenant or any person or entity (each, a “**Tenant Related Person**”); (ii) any activity, work, or thing done or permitted or suffered by a Tenant Related Person in or about the Premises; (iii) any acts, omissions, or negligence of any Tenant Related Person; (iv) any breach, violation, or nonperformance by any Tenant Related Person of any term, covenant, or provision of this Lease or any law, ordinance or governmental requirement of any kind; or (v) except for loss of use of all or any portion of the Premises or Tenant’s property located within the Premises that is proximately caused by or results proximately from the gross negligence of Landlord, any injury or damage to the person, property or business of a Tenant Related Person entering upon the Premises under the express or implied invitation of Tenant. If any action or proceeding is brought against an Indemnitee by reason of any claim solely arising out of subparagraphs (i) through (v) above, upon notice from Landlord, Tenant shall defend the claim at Tenant’s expense with counsel reasonably satisfactory to Landlord.

(b) Tenant waives and releases all claims against Indemnitees with respect to any loss, injury, death, or damage (including consequential damages) to persons, property, or Tenant’s business occasioned by, without limitation, theft; act of God; public enemy; injunction; riot; strike; insurrection; war; court order; requisition; order of governmental body or authority; fire; explosion; falling objects; steam, water, rain or snow; leak or flow of water (including water from the elevator system), rain or snow from the Premises or into the Premises or from the roof, street, subsurface, or from any other place, or by dampness, or from the breakage, leakage, obstruction, or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures of the building; or from construction, repair, or alteration of the Premises or from any acts or omissions of any visitor of the Premises; or from any cause beyond Landlord’s control.

11. **Default Provisions.**

(a) If Tenant fails to perform any of its obligations under this Lease, then Landlord, after ten (10) days’ written notice to Tenant (or, in case of any emergency, upon notice or without notice as may be reasonable under the circumstances) and without waiving any of its rights under this Lease, may (but shall not be required to) pay the amount or perform the obligation. All amounts so paid by Landlord and all costs and expenses incurred by Landlord in connection with the performance of any obligations (together with interest at the prime rate from the date of Landlord’s payment of the amount or incurring of each cost or expense until the date of full repayment by Tenant) shall be payable by Tenant to Landlord on demand and as additional rent. In the proof of any damages that Landlord may claim against Tenant arising out of Tenant’s failure to maintain insurance that is required by terms of this Lease, Landlord shall not be limited to the amount of the unpaid insurance premium but shall also be entitled to

507 Maroon Avenue
 Crested Butte, CO 81224
 Facsimile: (970) 349-6626
 Attn: Town Attorney

To Tenant: Gunnison Valley Regional Housing Authority
 202 E. Georgia Ave.
 Gunnison, CO 81230
 Attn: Executive Director

With a copy to:

14. **No Waiver.** No waiver of any condition or agreement in this Lease by either Landlord or Tenant shall imply or constitute a further waiver by such party of the same or any other condition or agreement.

15. **Attorneys' Fees.** In case a dispute between the parties shall arise in connection with this Lease, the prevailing party shall be entitled to recover and shall be awarded (in addition to other relief granted) all reasonable attorneys' fees and costs in connection with such dispute from the non-prevailing party.

16. **Severability.** If any sentence, paragraph or article of this Lease is held to be illegal or invalid, this shall not affect in any manner those other portions of the Lease not illegal or invalid and this Lease shall continue in full force and effect as to those remaining provisions.

17. **Successors and Assigns.** The conditions and provisions hereof shall inure to the benefit of, and shall be binding upon, Landlord, Tenant and their respective personal representatives, successors and permitted assigns.

18. **Immigration Compliance.** Tenant certifies that it has complied, and during the term of this Lease will continue to comply, with the Immigration Reform and Control Act of 1986. The signature of Tenant on this Lease: (1) certifies that Tenant 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 Tenant utilizes subcontractors or employees in Tenant's business. Tenant shall not:

(a) knowingly employ or contract with an illegal alien to perform work under this Lease; or

(b) enter into a contract with a subcontractor that fails to certify to Tenant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Lease.

Tenant has confirmed the employment eligibility of all employees and subcontractors who are newly hired for employment to perform work under this Lease through participation in either the

e-verify program or the department program (as defined in Colo. Rev. Stat. § 8-17.5-101, et seq.). Tenant may not use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Lease is being performed. If Tenant obtains actual knowledge that a subcontractor performing work under this Lease knowingly employs or contracts with an illegal alien, Tenant shall:

(i) notify the subcontractor and the Landlord within three (3) days that Tenant 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 Tenant 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.

Tenant 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. Tenant acknowledges that in the event Tenant violates any of the provisions of the foregoing the Town may terminate this Lease for breach of contract. No notice need be given of said termination. If this Lease is so terminated, Tenant shall be liable for actual and consequential damages to the Landlord.

19. **Obligation to Report.** Tenant shall report any material damage to the Premises or disturbances therein or thereon to Landlord as soon as it becomes aware of any such damages or disturbances.

20. **Miscellaneous Provisions.**

(a) Each party represents and warrants that it has obtained any and all approvals necessary to enter into and perform the obligations contained in this Lease, if any.

(b) This Lease shall be construed and enforced in accordance with the laws of the State of Colorado.

(c) This Lease is entered into at Crested Butte, Colorado, and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Lease will be in the District Court of Gunnison County, Colorado.

(d) This Lease may be executed in multiple counterparts each of which shall constitute an original, and both of which when taken together shall constitute one and the same document. The parties hereby agree to accept facsimile or electronic copies of signatures as original signatures

(e) An recordation of this Lease or any record thereof, or the recordation of any encumbrance against the Premises and/or the Improvements by any person, including,

without limitation, any mortgagee of Tenant, except Landlord and any mortgagee of Landlord, shall be void *ab initio* and a default under this Lease.

(f) This Lease constitutes the entire and exclusive agreement between the parties relating to the specific matters covered herein. Any other agreements between the parties, whether written or oral are hereby merged herein and of no further force and effect.

(g) Unless otherwise provided in the Lease, the Lease may be amended, modified, or terminated only by a written instrument executed by Landlord and Tenant.

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

IN WITNESS WHEREOF, Landlord and Tenant have executed Lease by their duly authorized officials effective as of the Effective Date first written above.

LANDLORD:

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Dara MacDonald, Town Manager

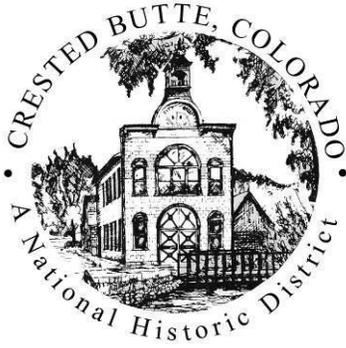
ATTEST:

_____ [Seal]
Lynelle Stanford, Town Clerk

TENANT:

GUNNISON VALLEY REGIONAL HOUSING AUTHORITY, a
Colorado Public Housing Authority

By: _____
Name: _____
Title: _____



Staff Report – May 7th, 2018

To: Mayor and Town Council
From: Dara MacDonald, Town Manager
Thru: Rob Zillioux, Finance Director
Subject: Adoption of Purchasing Policy

Summary: The Town currently has no formalized purchasing policy.

Purchasing policies are intended to provide for the fair and impartial treatment of all persons involved in public purchasing by the Town. The intent is to maximize the purchasing value of public funds and to safeguard said funds.

Goals and objectives:

Specifically, the proposed policy objectives are:

- a) Comply with the Town of Crested Butte Municipal Home Rule Charter
- b) Provide the Town the best economic advantage, while maintain the highest quality of services and goods necessary to accomplish the functions of municipal government
- c) Provide a uniform procedure for the purchase of materials, equipment, and services.
- d) Consolidate purchases to achieve maximum economic benefits, wherever possible.
- e) Purchase goods and services from local vendors, using local preference when their goods and services are economically competitive and their quality is comparable to other goods and services

- f) Require all vendors and other suppliers to fulfill all terms and conditions of contracts and purchase orders.
- g) Assure applicability to all Town departments, including elected officials.
- h) Provide appropriate safeguards and controls to protect public funds.

Recommendation: Staff recommends the Town make a motion to approve and adopt the Purchasing Policy.

Proposed Motion: Motion to approve the Purchasing Policy.

Purchasing Policy

Purpose. The purpose of these policies and procedures is to provide for the fair and impartial treatment of all persons involved in purchasing by the Town of Crested Butte. The intent is to maximize the purchasing value of public funds. It is also intended to encourage effective economic competition while providing safeguards for maintaining a purchasing system with quality and integrity. Further the policy will ensure cash is disbursed only for authorized expenditures after the receipt of acceptable goods or services is verified and that all expenditures are properly recorded in the accounting system and reported in financial reports.

Goals and objectives. The following goals and objectives are intended to be minimum standards which shall apply to the Town of Crested Butte's purchase of goods and services:

- A. Comply with and the Town of Crested Butte Home Rule Charter.
- B. Provide the Town the best economic advantage, while maintaining the highest quality of services and goods necessary to accomplish the functions of municipal government.
- C. Provide a uniform procedure for the purchase of materials, equipment, and services.
- D. Consolidate purchases to achieve maximum economic benefits, wherever possible.
- E. Purchase goods and services from local vendors, using local preference when their goods and services are economically competitive and their quality is comparable to other goods and services.
- F. Require all vendors and other suppliers to fulfill all terms and conditions of contracts and purchase orders.
- G. Secure all applicable federal and state tax exemptions appropriate to purchases or contracts for services.
- H. Assure applicability to all Town departments, including elected offices.

Responsibility. The Finance Director shall be the purchasing agent for all departments, offices, and divisions of the Town. The Finance Director may recommend such further written procedures as are necessary to implement the policies stated herein.

Expenditures are authorized by the Town Council in the budget process. Individual purchases of goods or services included in the approved budget shall be authorized by the Town Manager, head of the department to which the item(s) will be charged or an authorized employee. Prior to payment for goods and services, the purchaser must provide the Finance Department evidence of receipt and approval of the purchase.

Authority to Purchase. The following personnel will have the authority to purchase for the Town of Crested Butte:

A. The Finance Director, in cooperation with the Town Manager, are hereby designated as the monitoring agents for the acquisition of goods and services, in accordance with the budget approved by the Town Council. The Finance Director may choose to further delegate purchasing authority.

B. Town Council or the Town Manager must approve and sign the following types of contracts:

1. Multi-year contracts of any nature;
2. Contracts for service;
3. Real estate contracts;
4. Purchase of goods or services over \$50,000.

C. Any requests to purchase goods or services of \$1,000 or greater that were not included in the approved budget must be approved by council prior to committing funds.

D. The Town Manager and department heads must manage their expenditures within the level of detail as approved by council. For example, if council approves total expenditures for a department, staff may allocate those dollars differently between line items. However, if council approves expenditures by type (personnel, supplies, purchased services, etc.), staff must manage dollars within those categories.

Tax-Exempt Status. As a government municipality, the Town is exempt from sales and use taxes. All personnel with purchasing authority should be made aware of this to ensure the Town is not billed for taxes. A copy of the Town's tax exempt certificate may be obtained through the finance department.

Ethical relationships with vendors and suppliers. All Town personnel are obligated to establish and maintain ethical relationships with all vendors or suppliers of Town goods and services. Acceptance or solicitation of entertainment, loans, gifts, or special consideration from vendors or suppliers for personal benefit by Town personnel is prohibited. The following are examples of unacceptable Town employee relationships with vendors or suppliers. The list is not intended to be all-inclusive. Town employees must also consider the appearance of fairness and propriety in their relationships with Town vendors or suppliers.

A. Seeking or accepting directly from any persons, partnerships, corporations, or other business entities or representatives which are doing or seeking to do business with the Town of Crested

Butte, services, cash or loans, vacations or pleasure trips, or any gifts exceeding the value of \$50.00.

B. Knowingly over- or underestimating the requirements of this policy and/or bids or failing to disclose the existing requirements in order to avoid doing business with a particular vendor or supplier.

C. Misrepresenting competitors' prices, quality, or services in order to obtain concessions from vendors or suppliers.

D. Having personal investments in any business entity which will create a substantial conflict between private interests and public duties when the Town of Crested Butte employee is involved in making a particular purchasing decision.

Inexpensive advertising items bearing the name of a vendor, such as pens, pencils, paper weights, cups, caps, candy, calendars, etc., are not considered articles of value or gifts in relation to this policy.

Purchase requisitions. A purchase requisition formalizes (internally) the approval to purchase goods or services from a specific vendor. The Town of Crested Butte requires a requisition for any purchase of \$5,000 or greater. Procedure:

A. A purchase requisition can be in the form of a vendor quote or purchase order. Purchase requisitions must include the following:

1. Requisition date;
2. Item to be purchased (including item number, quantity, and description);
3. Account number to be charged;
4. Amount – projected cost of purchase;
5. Shipping costs; and
6. Authorized signature.

B. After the purchase requisition is completed, approved and signed (can be e:mail approval) by the department head or designee, the Finance Director or Town Manager must co-sign for any requisition over \$5,000. The approved purchase requisitions (copy) are filed (vendor file and/or requisition e:folder). It is the responsibility of the department to keep a copy of the purchase requisition and administer the purchase (order with vendor, acknowledge receipt, accept and approve invoice for interim and final payments).

Cooperative purchasing. This is the process of bidding like requirements with other governmental entities to purchase in quantities. This practice may sometimes be beneficial for all entities involved as it may result in lower per-unit costs, while still assuring bid requirements are met. When cooperative bidding is done, each entity shall supply its own requirements; however, one entity shall be chosen to administer the bid process. Bid awards are to be determined either on an individual basis or as a total, whichever is the most cost-effective to all bidders.

State bid awards. State bid awards made by the Purchasing Division of the state of Colorado are available for use by local government agencies to purchase goods and services at a reduced price due to quantity discounts. Using the state bid awards does not require the bidding process by individual entities.

Bulk purchasing. Whenever feasible, purchasing shall be done in bulk in order to take full advantage of discounts. Departments shall be responsible for anticipating needs in a timely fashion in order to consolidate and expedite purchasing of the same type of supplies or contracts. Examples include cleaning supplies, fuel, routine maintenance materials, and office supplies

Emergency purchasing. The Finance Director or Town Manager, or designee, subject to review by the Town Council, shall have the right to make emergency purchases in excess of the limits of this policy and without using the aforementioned procedures when there exists a threat to public health, welfare, or safety under emergency circumstances.

Formal bid purchase procedure. The Finance Director or Town Manager, or designee, acting as the purchasing officer for the Town of Crested Butte, shall follow the procedures set forth in this section to call for competitive bids for all public improvements for the Town of Crested Butte.

All work done by the Town in the construction of works of public improvement with a cost of \$50,000 or more must be done by awarding a contract to the lowest responsible bidder on open bids. It is unlawful to divide work into two or more separate projects for the sole purpose of evading or attempting to evade this requirement. The Town is also required to advertise for and receive bids for technical or professional services (excluding legal services), incidental assistance, and equipment. Hiring outside help to address an emergency situation that poses a threat to public health and safety is deemed "incidental assistance" for purposes of this policy. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file.

A. The Finance Director, Town Manager, or designee, shall require a request for bid be published at least two times in a newspaper of legal record in the Town of Crested Butte. The publication of the invitation to bid shall not be less than 14 days prior to the date set for the official bid opening.

B. The Town reserves the right to reject any and all bids, and the right to disregard all nonconforming, nonresponsive or conditional bids. If conflicts arise between the provisions of

the text and any table, illustration, graphic depiction, or number or calculation, the provisions of the text shall apply. In the event that all bids exceed the funds allocated in the Town of Crested Butte's budget, the Town reserves the right to reduce the scope of work or reject all bids. The Town may negotiate with the lowest responsible bidder to reduce the scope of work as required to conform to the funds available. Entering into negotiations does not guarantee the subsequent award of the bid.

C. The Town shall conduct such investigations as deemed necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidders, proposed subcontractors and other persons and organizations to do the work in accordance with the contract documents to the Town's satisfaction within the contract time. The Town reserves the right to reject the bid of any bidder who does not pass any such evaluation to the Town's satisfaction. If the contract is awarded, it will be awarded to the bidder who, by evaluation, the Town determines will best meet the Town's interest.

D. The Town may consider the qualifications and experience of the subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) identified for any portion of the work. Operating costs, maintenance considerations, performance data and guarantees of time, materials and equipment may also be considered by the Town.

E. For public works and construction projects of \$50,000 or greater, the Town requires performance, labor and materials bonds at 100% value.

Disqualification of bids. Failure to complete the bid form or to meet the requirements identified in the bid specifications shall constitute grounds for the rejection or disqualification of a bid. A bid will not be accepted from, nor shall a contract be awarded to, any person, firm, or corporation that is in arrears to the Town of Crested Butte upon debt or contract, or that is a defaulter on surety or otherwise upon any obligation to the Town. Bidders may be required to submit satisfactory evidence that they have a practical knowledge of the project and that they have the necessary financial resources to complete the proposed work.

Bid openings. All bids shall be open to the public. Bids not submitted by the required deadline are ineligible for consideration and will not be opened.

Award of contract. The Town shall issue a notice of award (verbal or written) to the successful bidder within a reasonable time frame following the bid opening. Failure to enter into a contract with the Town within a specified time frame shall be just cause for annulment of the award, and forfeiture of the bid guaranty (if applicable). The award of the contract may then be made to the next higher and qualified bidder in the same manner as previously prescribed.

Bids for construction contracts of \$50,000 and over. The bid procedure for construction contracts equal to or greater than \$50,000 shall be the same as set forth for purchase of tangible goods, services, and supplies in this chapter except:

A. When contracting with a consulting or engineering firm for construction projects, said consulting or engineering firm shall be responsible for preparation of the invitation to bid and bid specifications and contracts.

B. All invitations to bid for construction contracts in any amount greater than \$50,000 shall include requirements for bid security. Bid security shall be a bond provided by a surety company authorized to do business in the state of Colorado. Bid security for construction contracts in any amount greater than \$50,000 but less than \$500,000 shall be in an amount that covers 5 percent (5%) of the estimated project cost. Bid security for construction contracts in any amount greater than \$500,000 shall be in an amount that covers 10 percent (10%) of the estimated project cost.

C. Following a sufficient period of time for review and inspection by Town staff, all bids for a construction or services contract of \$50,000 and over shall be awarded by the Town Council at a regular meeting or at a special meeting called for such approval, authorizing the mayor, mayor pro tem, Town Manager or designated department head to sign said contract.

Informal purchase procedure. An informal bid process is required for all purchases estimated to cost between \$5,000 and \$50,000.

Department heads or their designees may obtain informal bids on purchases with a cost of less than \$50,000. This may be accomplished by emails or similar communication where vendors provide written quotes.

- a. Informal bids or quotations must include the name of the firm, name of person providing the information, delivery date and terms, payment terms.
- b. A minimum of three quotations shall ordinarily be required.
- c. A refusal to bid constitutes a bid but cannot be the only other bid received. Every effort must be made to receive at least two actual bids.
- d. The award shall be made to the vendor meeting the specifications of the bid, having the lowest price and giving consideration to service, quality and delivery. The Town shall reserve the right to reject any and all bids.
- e. Written documentation of the bids signed by the purchaser shall be submitted to the Finance Director for filing and will be kept in accordance with the Document Retention Schedule.
- f. The Finance Director shall be responsible for assuring proper documentation is present prior to payment.

Requirements for informal and formal bids per purchase.

Threshold	Bids/Proposal	Notice	Authorization
Up to \$500	Buyer's best judgement	None required	Staff
Up to \$5,000	Buyer's best judgement	None required	Supervisors / Managers
\$5,001 - \$25,000	Informal Bids required.	None required	Department Head
\$25,001 - \$50,000	Informal Bids required.	None required	Department Head, Finance Director, and Town Manager
\$50,001 and over	Formal Purchase. Formal bids or proposals shall be required.	Request for bids shall be advertised twice in a newspaper of legal record a minimum of 14 days prior to the date set forth for bid opening.	Town council

Local preference. It is the intention of the Town of Crested Butte whenever possible to use, without significant additional cost to the taxpayers, local businesses for the purchase of goods and supplies and all general services. The Town intends to give local businesses an advantage in the bidding process so that funds received from such contracts will be spent by the employees of local businesses in the local economy. For the purposes of this policy, a "local business" shall be defined as any business located or based in Gunnison County. If a purchase is equal to or less than \$200,000, a local business shall be awarded a contract if its bid is within 5 percent of the lowest responsible bidder who does not have the local business designation. If a purchase is more than \$200,000, a local business shall be awarded a contract if its bid is within three percent of the lowest responsible bidder who does not have the local business designation. In the event that the two lowest responsible bidders each have a local business designation, the lowest responsible bidder shall be awarded the contract. The provisions of the local preference shall be suspended if prohibited by an external source including, but not limited to grantors, creditors, contractual agreements, or force of law.

Formal/informal bid exceptions. The following shall be exempt from formal or informal bidding:

- A. Purchases from federal, state or other local government units;
- B. Purchases made through other governmental entities as may be authorized by ordinance or statute;
- C. Equipment repairs; and
- D. Purchases where use of any other than specific vendors would result in incompatible component parts or would otherwise disrupt or impair services being provided or single vendor availability. Justification for these exceptions to the bid process must be approved by the Town Manager or Finance Director. A sole source purchase (the designation of a manufacturer or “brand name only” for goods or a specific vendor for service) is permitted only when fully justified by the requester. Competitors’ deficiencies shall also be documented. All requests for sole source purchase must have a statement addressing conflict of interest.

Procedures. Purchases may be made by one of the following means:

- A. Open account – The preferred method of payment for most Town purchases is through an open account, where the vendor sends invoices for goods and services directly to Accounts Payable.
 - a. Only the Finance Director and Town Manager have authority to apply for credit to open revolving accounts with vendors.
 - b. A Form W-9 must be obtained from all vendors subject to 1099 reporting prior to issuing a payment for services.
 - c. If employees are authorized to make small purchases on open accounts with vendors, they must sign off on the charge slip to acknowledge their receipt of the goods. The charge slip is to be turned into Finance to match with the vendor statement.
 - d. Invoices or, in the case of certain open accounts, the statements are mailed directly to Accounts Payable by the vendor and then routed to the department head for review and approval.
 - e. By signing off on the invoice, the approver is verifying the following:
 - i. The purchase was for Town business.
 - ii. The purchase was made within the approved budget.
 - iii. The delivered goods or services were acceptable to you.
 - iv. The invoice agrees to what you agreed to pay upon ordering the item (amount, terms, etc.).
 - v. The charge is within your approval authority.
 - f. Approval of invoices must be evidenced by the authorized employee’s signature or distinguishable initials and the date.
 - g. All invoices in excess of \$25,000 must also be approved by the Town Manager.

B. Town credit card – Certain employees – typically department heads and managers, are issued a Town credit card to use for travel and the purchase of miscellaneous goods and services.

- a. Credit card holders shall submit an expense report (credit card itemization is acceptable) monthly to document usage of the credit card. Documentation submitted with the expense report must include the original invoice or actual receipt. The business purpose must be clearly documented.
- b. Each purchase on the itemization must be coded to the correct budget and account.
- c. Complete a separate expense report for each credit card billing cycle and ensure that the total being reported agrees to the total per the credit card statement.
- d. The card holder is responsible for collecting and submitting the expense report and associated invoices.

C. Expense Reimbursements – Employee may submit an expense reimbursement form for mileage reimbursement and/or the infrequent occasion when items have been purchased for Town business using the employee's own funds.

D. Check request – Should be used on the very infrequent occasion that a purchase is initiated when a vendor invoice or contract is not available to submit to accounting.

- a. The purchaser should always obtain an invoice or some form of documentation from the vendor. The check request is only to be used when the vendor documentation is unavailable or does not provide the necessary information to describe the nature of the expense, payment due dates, etc.
- b. The requestor must sign the check request and, if the purchase amount exceeds the requestors purchase authority, the requestor's supervisor must also approve the check request.
- c. The requirements in A.e. above also apply to check requests.

E. Petty cash – Used only in approved locations for small items that cannot be charged to a credit card or open account.

Any time that an expense is incurred for multiple Town employees, the employee with the highest seniority must pay the bill. This will avoid a situation where a manager may be approving his or her own expenses. (For example, if a manager and staff members attend an out of town training seminar and one bill is incurred for a meal for all employees, the manager must be the one to pay the bill.)

Checks must contain the signature of someone other than the invoice approver or check requestor.

Multiple Year Obligations.

Article X of the Colorado Constitution prohibits municipalities from entering into direct or indirect multiple fiscal year financial obligations without prior voter approval or without adequate cash reserves pledged irrevocably and held for payments in all future years. The Colorado Court of

Appeals has held that contracts which are expressly subject to annual appropriation or non-renewal are not obligations within the meaning on this provision.

Staff Report

May 7, 2018



To: Mayor Schmidt and Town Council
From: Eric Treadwell, Residential/Vacation Rental Inspector
Thru: Michael Yerman, Community Development Director
Subject: **Implementation of Ordinance No. 5, Series 2016: Prohibition of Disposable Plastic Bags**

Background:

On August 15, 2016 council adopted Ordinance No. 5, Series 2016. This ordinance bans the use of disposable plastic bags at the point of sale and mandates certain standards for the use of paper bags at the point of sale effective September 1, 2018.

In passing the ordinance, the Council has taken action on the implementation of one of the strategic goals of the Energy Action Plan through reduction of pollution generated by production and disposal of plastic bags.

Summary:

Ordinance No. 5, Series 2016, prohibits the use of disposable plastic bags made from non-compostable plastic or compostable plastic that are provided to a customer by the business at the point of sale for the purpose of transporting goods out of the store. Permitted paper bags that are made of at least 40% recycled materials and are 100% recyclable may be used by retailers instead. Plastic bags are allowed for particular uses inside the store and to contain dampness in situations where warranted such as books, periodicals, art work and flowers.

Retailers are encouraged to use reusable carryout bags, made of cloth, fiber, or other machine washable fabric. Reusable carryout bags can be made available for purchase and use by retailers at the point of sale.

At the meeting, Town staff will be reviewing an implementation plan and timelines with the Council. Staff will also present ideas on how Sustainable Crested Butte can assist the staff in education, public outreach, and the rollout of the program. Public outreach will include a frequently asked questions flyer for retail businesses, a frequently asked questions flyer for consumers and an informational page on the Town website with pertinent documents.

Direction needed at this time:

Staff is seeking direction from the Council on proceeding with the plastic bag ban implementation plan and permission to engage Sustainable Crested Butte in public outreach.



To: Mayor Schmidt and Town Council

From: Michael Yerman, Community Development Director

Subject: **Williford, LLC Consultants and Developer Selection for Blocks 76, 79, and 80**

Date: May 7, 2018

Background:

At the February 20, 2018 work session, the Council directed the staff to begin the process for the development of the entire Block 76 and the triplex lots located in Block 79 and 80. The original Paradise Park Subdivision platted eleven units for Block 76 in 2002. Four of the platted lots were for single-family units. Since this time, the Council has directed the staff to investigate higher densities for Block 76.

Staff has engaged Willa Williford of Williford, LLC on assisting with the selection process of a potential developer. The selected developer will need to assemble a design/build team. The selected developer will be responsible for bringing each of the proposed structures and the subdivision of Block 76 through BOZAR at the end of this year. The developer will also be responsible for self-financing the eventual build out of approximately 22-26 units in Paradise Park which will be sold at the end of the build.

The process is envisioned to have 3 steps for the selection of a developer. Williford, LLC will be assisting the staff with these tasks. First, there will be a release from the Town of a Request for Qualifications (RFQ). A selection committee of two Council members, Town staff, a member of the GVRHA, and the GVHF will be formed to review the RFQ responses and to select 2-3 finalists. The selection of 2-3 finalists will occur by the end of July.

The second step will be for the Town to host a Community Charrette to discuss the project with the Council, neighbors, and future potential applicants. This is slated to occur the week of August 13th. The discussion will center on the density of the development, relationship of the development to Rainbow Park, types of units, potential floor plans, and other factors developers will need to consider for their proposals that will be presented to the Town Council.

The third step will be the submittal of the Request for Proposals (RFP) to the Town Council from the 2-3 finalists. The entire Council will be presented proposals by the developers on September 17, 2018 during a public meeting. The Council will make the selection of the developer at their October 1, 2018 regular meeting. The finalists will need to present designs including a site plan, several elevations for the different types of units, and a basic floor plan for the unit types. These plans will not be final plans and will be able to be revised from the comments received by the Council during the selection

process. The finalists will be compensated \$5,000 to assist with offsetting the initial design costs for the RFP.

Once a developer is selected the project will proceed through BOZAR with public hearings being conducted for the subdivision and each structure.

Budget Implications:

Currently, there are no funds allocated this year for the selection of a developer and the eventual build out of the proposed development. The staff is estimating that \$27,500 will be needed by the end of the year to get the selected developer under contract to proceed with the ground breaking of approximately 22-26 units in June of 2019. These costs are outlined below:

Williford, LLC	\$7,000
Developer Design Fee Contribution	\$15,000
Title Commitment/Survey	\$4,500
Contract with Selected Developer	\$3,000
<u>Community Charrette</u>	<u>\$500</u>
Total	\$30,000

These funds are recommended to come from General Fund reserves and will require a budget amendment at the end of the year.

Recommendation:

Town staff is looking for two motions from the Council.

A Council person to make a motion followed by a second to select two Council members to serve on the selection committee for the RFQ.

A Council person to make a motion followed by a second to authorize the Town manager to execute a Professional Service Development Contract with Williford, LLC and authorize a budget amendment of \$30,000 for the selection of a developer for Block 76, 79, and 80.

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES is made this ____ day of _____ 20__ between the TOWN OF CRESTED BUTTE, a Colorado municipal corporation ("Town"), and Williford, LLC ("Contractor").

WHEREAS, the Town desires that Contractor perform consulting services for the execution in procuring a development partner for work force housing for Blocks 76, 79, and 80 of the Town of Crested Butte, as an independent contractor, in accordance with the provisions of this Agreement, and more fully described in the job description attached as Exhibit A; and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the services in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

In consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Scope of Agreement. The Town agrees to retain Contractor to provide the services set forth herein, and as further specified in **Exhibit A**, attached hereto and incorporated herein by reference ("Services"), and Contractor agrees to so serve. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein.

2. Consideration. The Town agrees to compensate the Contractor for all fees and expenses, in accordance with the Fee Schedule detailed in Exhibit A, hereby incorporated by reference. The Town shall make payment within thirty (30) days of receipt and approval of invoices submitted by Contractor, which invoices shall be submitted to the Town not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.

3. Term and Renewal. This Agreement shall be effective as of the date of its execution by both parties and shall extend until the Agreement is terminated pursuant to Section 10 of this Agreement; provided, however, that to the extent that the term of this Agreement exceeds one fiscal year, the obligations described herein shall be subject to annual appropriation by the Town Council, at its sole discretion.

4. Status. The Contractor is an independent contractor and shall not be considered an employee or agent of the Town for any purpose.

5. Outside Support Services and Sub-Contractor. Any sub-Contractors shall be pre-approved by the Town. A rate sheet for such sub-Contractors shall be provided to the Town.

6. Ownership of Instruments of Service. The Town acknowledges the Contractor's work product, including electronic files, are instruments of professional service. Nevertheless, the final work product prepared under this Agreement shall become the property of the Town upon completion of the services.

7. Standard of Care. The standard of care applicable to the Contractor's services will be the same degree of care, skill, and diligence normally employed by professionals performing the same or similar services. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, or opinion produced pursuant to this Agreement. The Contractor does not guaranty that the documents and products are without error; however, the Contractor will re-perform any services not meeting this standard without additional compensation.

8. Indemnity, Insurance and Governmental Immunity Act. To the extent permitted by law, each party to this Agreement shall hold harmless and indemnify the other party, including the other party's employees, officers, agents, and assigns, from award of damages, to the extent such award of damages arises from the action or inaction of that party's own officers, employees and agents.

Nothing herein shall be interpreted as a waiver of governmental immunity, to which the other parties would otherwise be entitled under C.R.S. §24-10-101, et seq. as amended.

Contractor shall provide proof of general liability insurance to the Town upon execution of this Agreement. A copy of the Contractor's current available insurance coverage and limits is attached as Exhibit B.

9. Work By Illegal Aliens Prohibited. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, Contractor warrants, represents, acknowledges, and agrees that:

- A. Contractor does not knowingly employ or contract with an illegal alien.
- B. Contractor shall not knowingly employ or contract with an illegal alien to perform works or enter into a contract with a subcontractor that fails to verify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- C. Contractor has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the Department of Homeland Security (hereinafter, "E-Verify") in order to verify that

Contractor does not employ illegal aliens. If Contractor is not accepted into E-Verify prior to entering into this Agreement, Contractor shall forthwith apply to participate in E-Verify and shall submit to the District written verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in E-Verify, and shall certify such application to the District in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This paragraph shall be null and void if E-Verify is discontinued.

D. Contractor shall not use E-Verify procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

E. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:

(a) notify the subcontractor and the District within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

F. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.

G. If Contractor violates this paragraph, the District may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the District arising out of said violation.

10. Termination. The Town or the Contractor may terminate this Agreement at any time by providing a minimum fifteen (15) calendar days’ written notice to the other party. If the parties have mutually determined that the work has become infeasible, the parties agree to terminate the Agreement in accordance with this Section. In the event this Agreement is terminated, the Contractor shall be compensated for all work performed to date based on estimate percentage of completion, including the percentage of any and all work items begun but not completed.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this _____ day of _____ 20__.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Town Manager

ATTEST:

Town Clerk

CONTRACTOR

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing AGREEMENT FOR PROFESSIONAL SERVICES was acknowledged before me this ___ day of _____ 20__ by _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

WILLIFORD, LLC

land use & affordable housing

Proposal

To: Dara MacDonald, Town Manager, Town of Crested Butte
Michael Yerman, Community Development Director, Town of Crested Butte

From: Willa Williford, Williford LLC

Date: 4/26/18

Re: Proposal for Professional Services – Paradise Park Blocks 76, 79 and 80

This proposal is to provide consulting services to support Town of Crested Butte in procuring a development partner for workforce housing to be built on Paradise Park blocks 76, 79, and 80 in Crested Butte, CO. A two-step competitive process to secure a design/build team is anticipated.

Scope of Services

Williford LLC will complete the following tasks:

- 1) Draft a request for qualifications (RFQ) and request for proposals (RFP) in coordination with Town staff, including basic preferences and parameters regarding qualifications, timeline, number of units, recommended price point, and own/rent options;
- 2) Support Town staff in conducting outreach for community members, neighbors, and potential respondents, hosting site tour(s) and fielding questions.
- 3) Support selection committee in the evaluation of RFQ responses and coordinate invitations for 2-3 teams to receive a design stipend and move on to a more comprehensive request for proposal;
- 4) Support staff in coordinating and conducting a community charrette to include neighbors, potential applicants, and elected officials; the selected design teams will be invited to observe.
- 5) Support public process and evaluation of top 2-3 teams;
- 6) Support contract negotiations with selected partner team;
- 7) Work in coordination with selected team to develop and implement a neighborhood outreach plan; and
- 8) Support the Community Development Director with analysis of project documents, financial tools, budget, timeline, risks and opportunities.

Schedule

Work to commence upon acceptance by Town of Crested Butte. Anticipated project benchmarks include:

- Release RFQ - Early June
- Deadline for RFQ responses - July 15
- Top candidates selected - end of July
- Community charrette - week of August 13
- Deadline for RFP – Sept 12
- Final presentations to Council - Sept 17
- Council selection decision - Oct 1
- BOZAR processes – Nov - May
- Break Ground - June 1, 2019

This agreement will run through December 31, 2018, with the opportunity to extend if tasks and budget remain at year end.

Budget

Work will be billed at \$90/hour; which represents a “local project discount” of 35%. Out of pocket costs will be reimbursed at cost. The total time billed will not exceed \$7,000 unless mutually agreed upon by Town of Crested Butte and Williford LLC.

Acceptance

The scope of services, schedule, and budget presented herein are acceptable. Williford LLC is hereby authorized to proceed.

Dara MacDonald, Town Manager, Town of Crested Butte

4/26/18



Memorandum

To: Town Council
From: Rodney E Due, Director of Public Works
Thru: Dara MacDonald, Town Manager
Subject: Traffic Mitigation for the Summer Season
Date: May 02, 2018

Council member Cowherd has raised concerns about vehicle wait times at stop signs on 6th St/SH 135 during peak times in the busy summer season. He spoke with each member of Council and after finding they generally supported discussing the issue, it has been placed on the Council agenda for discussion.

The concern is with traffic back-ups at the 4-way stops on 6th St/SH 135 at the intersections with Gothic, Elk and White Rock. Council member Cowherd has suggested having manned traffic control at these intersections during peak times to alleviate the congestion.

At this time there is not sufficient staffing at the Marshal's office to routinely provide this service at these three intersections during peak summer traffic. Staff is concerned that hiring part-time positions to control traffic at peak times during busy days will be challenging. If the Council's concern is to keep vehicles flowing through town on 6th St., you may want to revisit the recommendations from the 2015 Transportation Plan for suggestions on long-term solutions. However, the concern of north-south traffic flow on 6th St was only an ancillary concern addressed in that plan.

Since two of these intersections are within CDOT right-of-way, we will need to confirm what activities they will, or will not, allow. Rodney initiated this conversation with CDOT and did not have additional information at the April 16th meeting. The discussion was continued to the May 16th meeting.

After discussion with CDOT the requirement will be to submit a traffic control plan to CDOT for each event, have a traffic control supervisor, and 12 flaggers. CDOT recommended hiring a professional team to do this work. I contacted CC Enterprises, Traffic Control Specialists out of Grand Junction for a quote.

For Council discussion:

- 1) Does the Council agree that north/south traffic flow through town during peak summer times is a problem that needs a solution?
- 2) Is having manned traffic control at these three intersections the right solution or are there other ideas the Council would like to consider?
- 3) Is the Council willing to amend the budget to add the expense of hiring individuals to the 2018 budget? The cost is estimated at \$6592.00 per day as needed. Plus the cost of a traffic control plan of \$225.00

Recommendation:

- 1) Council should discuss the idea of manned traffic control at the two 4-way intersections and one 3-way intersection on 6th St. and direct staff on whether or not that is an idea they wish to pursue.
- 2) Council should provide direction on if/how they wish to pursue long-term solutions to traffic congestion in Crested Butte.

Attachments: Bid Estimate from CC Enterprises



CC Enterprises
Traffic Control Specialists, Inc.
 830 21½ Road • Grand Junction, Colorado 81505
 Phone: (970) 242-0669 • Fax: (970) 242-0530

PROJECT BID

WDBE CERTIFIED

OWNER: TOWN OF CRESTED BUTTE ATTENTION: RODNEY DUE
 CONTRACTOR: DATE: 5/3/2018
 LOCATION: 3 - MAIN INTERSECTIONS IN TOWN PHONE: 970-209-1455
 PROJECT NAME: SPECIAL EVENTS EMAIL: RDUE@CRESTEDBUTTE-CO.GOV

DESCRIPTION	UNITS	ESTIMATED QUANTITY	ESTIMATED DAYS OR HOURS	PRICE	AMOUNT
TRAFFIC CONTROL MANAGEMENT	DAY		1	1200.00	1200.00
FLAGGING AND ASSISTANT TO TCM	HOUR		104	40.00	4160.00

RENTAL OF EQUIPMENT					
CONSTRUCTION SIGNS	EA/CAL DAY	33	1	4.00	132.00
CONES	EA/CAL DAY	100	1	1.00	100.00
SUBTOTAL DAILY RATE					5592.00
MOBILIZATION (PER MOB IN)	MOB IN	1		1000.00	1000.00
TRAFFIC CONTROL PLAN	EACH	3		75.00	225.00

BID TOTAL:

NOTES:

- BOND NOT INCLUDED, ADD 2%. WDBE CERTIFIED.
- ABOVE ESTIMATED QUANTITIES ARE BASED ON FLAGGING THREE MAIN INTERSECTION IN THE TOWN OF CRESTED BUTTE. SPECIAL EVENTS WILL MOST LIKELY BE DURING HOLIDAYS OR WEEKENDS.
- CONTRACTOR WILL NEED TO NOTIFY CC DISPATCHER 1 WEEK IN ADVANCE OF EVENT TO SCHEDULE.**
- ABOVE ESTIMATED QUANTITIES MAY BE ADJUSTED DUE TO ACTUAL HOURS AND QUANTITIES OF DEVICES.**
- EACH FLAGGER AND ASSISTANT WILL BE BILLED A MINIMUM OF 8 HOURS EACH PER SCHEDULED WORK DAY.**

QUOTED BY: CINDY YORK AFTER HOURS PHONE: 970-260-6544

CONTRACTOR AGREES TO PAY CC ENTERPRISES WITHIN THIRTY (30) DAYS AFTER RECEIPT OF INVOICE WITH THE FOLLOWING EXCEPTIONS:

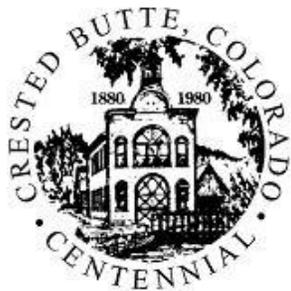
- CONTRACTED PROJECT PAYMENT TERMS ARE AGREED UPON PER EACH INDIVIDUAL CONTRACT/QUOTE.
- COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) PROJECT PAYMENT TERMS ARE WITHIN SEVEN (7) DAYS FROM PRIME CONTRACTOR RECEIPT OF PAYMENT FROM CDOT.

INTEREST WILL ACCRUE AT RATE OF FIFTEEN (15) PERCENT PER ANNUM ON PAYMENTS NOT MADE IN A TIMELY MANNER. IF IT BECOMES NECESSARY FOR CC ENTERPRISES TO INCUR COLLECTION COSTS FOR ANY AMOUNT DUE UNDER THIS AGREEMENT, THE UNDERSIGNED PROMISES TO PAY ADDITIONAL COLLECTION COSTS INCLUDING REASONABLE ATTORNEY FEES AND COURT COSTS.

CONTRACTOR NAME: _____

QUOTED PRICES ARE VALID FOR 90 DAYS

QUOTE # 7848



To: Mayor Schmidt and Town Council

From: Michael Yerman, Community Development Director

Subject: **Ordinances 14, Series 2018 Lot Sales**

Date: May 7, 2018

Background:

On June 23, 2016, the Town in conjunction with the Gunnison Valley Regional Housing Authority conducted a lottery for the sale of 8 single-family lots located in Block 79 and 80. Each new owner is responsible for finding construction financing, preparing plans and construction budgets, and construction of their home.

In September of 2016, half of the lottery winners closed on their lot purchase with the Town. Three of the other lottery winners closed on their lots in May 2017. The sale of Town-owned property requires an ordinance of the Town Council. One original lot winner backed out of their lot and this lot went to a subsequent applicant/lottery winner. The 2 year building process restarted in May of 2016 and Carson West will close with the Town in May 2018. This is the final lot sale to Carson West and Sasha Chudacoff from the original lottery.

Recommendation:

A Council person make a motion followed by a second to set Ordinance 14, Series 2018 to a public hearing on May 21, 2018.

ORDINANCE NO. 14

SERIES 2018

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AUTHORIZING THE SALE OF TOWN-OWNED PROPERTY LEGALLY DESCRIBED AS LOT 17, BLOCK 79, PARADISE PARK SUBDIVISION, TOWN OF CRESTED BUTTE, COUNTY OF GUNNISON, STATE OF COLORADO TO CARSON WEST AND SASHA CHUDACOFF FOR THE SALE PRICE OF \$45,000.00

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 the laws of the State of Colorado;

WHEREAS, the Town Council is authorized pursuant to § 14.4 of the Town Charter to sell and convey Town-owned property;

WHEREAS, the Town Council has directed the Town staff to sell the above-described property to Carson West and Sasha Chudacoff for \$45,000.00; and

WHEREAS, the Town Council hereby finds that it is necessary and suitable, and in the best interest of the Town and the health, safety and welfare of the residents and visitors of Crested Butte, that the above-described property be sold as set forth hereinbelow.

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

Section 1. Authorization to Sell Town-owned Property. The Town Council, pursuant to the Crested Butte Town Charter and the laws of the State of Colorado, hereby authorizes the sale and transfer by the Town, for the sum of \$45,000.00 plus customary closing costs and fees, the real property legally described as Lot 17, Block 79, Paradise Park Subdivision, Town of Crested Butte, County of Gunnison, State of Colorado to Carson West, for the construction of and use for affordable housing, and authorizes and directs the Town Manager and Town Clerk to appropriately execute any and all documents necessary and appropriate to consummate said sale following approval thereof by the Town Attorney.

Section 2. Appropriation of Funds. The Town Council hereby appropriates all customary closing costs and fees for the sale and transfer of the above-described real property out of the Town’s affordable housing fund, and authorizes the expenditure of said sum for such purpose.

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 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 _____, 2018.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS __ DAY OF _____, 2018.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]

Invitation

Crested Butte Town Clean-Up & Electronics Recycle

Date: May 19, 2018

Time: 9:00 am - noon

Location: Meet at Town Hall

Dear Mayor Schmidt 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 year we will also be having an electronics recycle that will take place at the north end of the parking at Town hall (507 Maroon Avenue) on the corner of Fifth Street and Gothic Avenue from 9:00 AM – noon. Items can be recycled for a fee.

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

May 21, 2018**Work Session**

Review Community Survey Questions and Process

Consent Agenda

- Bridges of the Butte 24-Hour Townie Tour Special Event Application for June 23-24, 2018 and Special Event Liquor Permit for June 24, 2018.
- Crested Butte Art Market Special Event Application
- Arts Festival Special Event Application
- Bid Award for PW perimeter fencing project

New Business

- Q1 Results and Budget Update
- License Agreement with Cypress for Dump Clean-up
- Award Contract for Duplex Build to High Mountain Concepts and Authorizing the Expenditure.
- Ordinance – RLA with Schumacher

June 4, 2018

Update from Jenny Birnie and Ed Schmidt on fundraising efforts at the Center for the Arts

Update on Big Mine Warming House Project Scope of Work

Consent Agenda

- Bid award for Wildcat Creek waterline stabilization project.

New Business

- Tree Ordinance
- Adopting Standard Sales Tax Definitions
- Approval of Updated McCormick Ranch Ditch Agreement
- Purchase contract with school district for duplex units

June 18, 2018**Work Session**

Hold for Council to convene at Planning Commission to review Slate River sketch plan subdivision/zoning

New Business

- Ballot Initiative - GVRHA

Future Items

- Charter Franchise Agreement
- Heights Open Space Plat Modification
- Heights Open Space Conservation Covenant

- Retreat Update – Mid Summer
- Project Update – Mid Summer
- Miller Subdivision