



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

Town Council Values

- *Preserve our high quality of Life*
- *Resource Efficiency/ Environmental Stewardship*
- *Support a sustainable and healthy business climate*
- *Maintain a “real” community*
- *Fiscally Responsible*
- *Historic Core*

AGENDA

Town of Crested Butte

Regular Town Council Meeting

Monday, June 20, 2016

Council Chambers, Crested Butte Town Hall

6:00 WORK SESSION

Presentation by Sustainable Crested Butte Regarding Plastic Bag Use Initiative.

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

7:02 APPROVAL OF AGENDA

7:04 CONSENT AGENDA

- 1) June 6, 2016 Regular Town Council Meeting Minutes.
- 2) Black and White Ball Closing 4th Street from Elk Avenue to Maroon Avenue on July 2, 2016.
- 3) Resolution No. 16, Series 2016 - Resolutions of the Crested Butte Town Council Approving the Lease Agreement with the Crested Butte Film Festival for 620 Second Street, AKA Big Mine Warming House.
- 4) Resolution No. 17, Series 2016 - Resolutions of the Crested Butte Town Council Approving the Improvements Construction and Revocable License Agreement with Banx LLC for 115 Elk Avenue.
- 5) Resolution No. 18, Series 2016 - Resolutions of the Crested Butte Town Council Approving the Revocable License Agreement to Coal Creek Investments, LLC for Portions of the Sidewalk Adjacent to Lots 2-6, Block 29, Town of Crested Butte, Colorado.
- 6) Award of 2016 Spring Grant Funding Recommendations.

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

7:06 PUBLIC COMMENT

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

7:15 STAFF UPDATES

7:25 NEW BUSINESS

- 1) Update by Dave Lazorchak, Geologist from the Bureau of Land Management (BLM), on the Gunsite Pass Abandoned Mine Site.

7:45 2) Request from High Country Conservation Advocates (HCCA) for the Town Council to Sign On to a Letter to the Department of the Interior (DOI) and Bureau of Land Management (BLM) Concerning DOI's Comprehensive Review of the Federal Coal Program.

7:55 3) Discussion and Appointment of a Creative District Commissioner for the Crested Butte Creative District Commission.

8:05 4) Resolution No. 19, Series 2016 - Resolutions of the Crested Butte Town Council Amending Appendix "A" of the Crested Butte Municipal Code to Update the Payment-in-lieu of Providing Resident Occupied Affordable Housing Rate.

8:10 5) Possible Approval of Restaurant/Bar Seating on Public Sidewalks for Happy Place LTD DBA Django's Located at 209 Elk Avenue.

8:15 LEGAL MATTERS

8:25 COUNCIL REPORTS AND COMMITTEE UPDATES

8:35 OTHER BUSINESS TO COME BEFORE THE COUNCIL

8:45 DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- *Tuesday, July 5, 2016 - 6:00PM Work Session - 7:00PM Regular Council*
- *Monday, July 18, 2016 - 6:00PM Work Session - 7:00PM Regular Council*
- *Tuesday, August 2, 2016 - 6:00PM Work Session - 7:00PM Regular Council*

8:50 ADJOURNMENT

MINUTES
Town of Crested Butte
Regular Town Council Meeting
Monday, June 6, 2016
Council Chambers, Crested Butte Town Hall

Mayor Michel called the meeting to order at 7:06PM.

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

Staff Present: Interim Town Manager Bill Crank, Town Attorney John Belkin, and Town Planner Michael Yerman

Chief Marshal Tom Martin, Public Works Director Rodney Due, Building and Zoning Director Bob Gillie, Town Clerk Lynelle Stanford, Finance Director Lois Rozman, and Parks and Recreation Director Janna Hansen (all for part of the meeting)

APPROVAL OF THE AGENDA

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

CONSENT AGENDA

- 1) **May 16, 2016 Regular Town Council Meeting Minutes.**
- 2) **Resolution No. 13, Series 2016 - Resolutions of the Crested Butte Town Council Approving the Award of a Consulting Services Agreement for Architectural Services for the Four-Way Transit and Restroom Facilities to Andrew Hadley Architect, P.C., in an Amount Not to Exceed \$25,000.00.**
- 3) **Resolution No. 14, Series 2016 - Resolutions of the Crested Butte Town Council Certifying the Plat of Belleview Renaissance Subdivision, Lots 21 -24, Block 63, Town of Crested Butte, Colorado.**
- 4) **Resolution No. 15, Series 2016 - Resolutions of the Crested Butte Town Council Approving the Revocable License Agreement to Coal Creek Investments, LLC for Portions of Lots 2-6, Block 29, Town of Crested Butte, Colorado.**
- 5) **2015 Audit**
- 6) **Bridges of the Butte 24-Hour Townie Tour, from Noon on June 25 to Noon on June 26, 2016 Closing Parking on the South Side of Elk Avenue with Basecamp in the Parking Lot at the Center for the Arts.**

7) Crested Butte Art Market Closing the 0 Block of Elk Avenue from 8AM to 4PM on Sundays from June 19 to July 31 and from August 14 to August 21, 2016.

8) Alpenglow Summer Concert Series in Town Park on Mondays Starting June 27 through August 15, 2016.

9) Memorandum of Understanding Between the Town of Crested Butte and Town of Crested Butte Municipal Court Judge, Ben Eden.

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

PUBLIC COMMENT

None

STAFF UPDATES

Lynelle Stanford

- Mentioned that Black and White Ball and Arts Fest would be the next two events on the agenda, and she listed upcoming events that had been administratively approved.
- Matchstick Productions withdrew their application for an event on Elk in September.
- Asked the Council if they wanted to forgo work sessions for the meetings when there would be Alpenglow. Michel said they would discuss later in the meeting under scheduling of upcoming work sessions.

Lois Rozman

- Stated that the First Quarter Financial Summary was included in the packets.
- Sales tax was down for April. They were missing filing from marijuana dispensaries, and one was significantly behind.
- Asked the Council to appoint two members to the grant committee. The spring grant cycle applications were in, and there had been about \$58,000 requested with \$16,000 available to grant. Michel and Schmidt had been on the committee in the past. Rozman said they had to pick a time to meet.
- The audit had been approved on the Consent Agenda.
- Thanked the Council for their time last week with the consultant (regarding hiring the Town Manager).
- Pointed out in the audit, that in 2014, they did just over \$700,000 in capital improvements. In 2015, they did \$2.4M in capital improvements.

Michael Yerman

- Colorado Creative Industries (CCI) came for an official certification site visit last week.

- This Wednesday, June 8, there would be a housing meeting at 8:30AM regarding the housing crunch.
- There would be a meeting at Town Hall on June 13 at 6PM on the Crested Butte to Carbondale trail.
- The lottery for Blocks 79 and 80 would be held on June 21 at Noon at Town Hall.

Bob Gillie

- Gillie, Hansen, Yerman, and Minneman spent time with the people from the Center for the Arts last week to provide feedback on the architecture and to better plan the site. They would have another work session with BOZAR on the 14th on the site planning with the intent of a formal submittal in July.
- The short-term rental committee met, and they had a lot of topics to discuss.

Janna Hansen

- The County would be spraying for weeds on Monday the 13th. They would spray the outskirts of Town including the gravel pit and public works yard.
- The tennis courts were looking great. The asphalt had been pushed back to the week of the 13th. She was still working with the resurfacing company to determine when they would be here, but they were looking at mid-July.
- They had been working on design and plans for the bike park. They hoped to have them completed this summer.
- The flowers were here, and they should be out in the next couple of weeks.
- Softball would start tomorrow.
- Youth programs would start next week for the summer season.
- Merck commented that the tennis courts were busy. Hansen said they were playable, and the bubbling was only visible after rain.

Rodney Due

- Crews had been crack sealing throughout Town.
- Crews would also be slurry sealing.
- GCEA was ready to do a ribbon cutting ceremony (for the electric vehicle charging station).

Tom Martin

- Reported that a person drove her car into Coal Creek this weekend. The car remained upright, and the driver was able to exit and swim to shore. She was arrested for careless driving and DUI.
- He submitted his formal letter of retirement effective October 6. The timeline allowed for the opportunity for the hiring process. He recommended Mike Reily for the next Chief. He stated it was an honor and privilege to serve.

Bill Crank

- Explained the process and timing related to his position for hiring the Chief Marshal as laid out in the Code, and he offered the opportunity for anyone on Council to speak to him individually concerning the hiring.

- He had not heard anything from the County regarding the letter on the Foxtrot conditions.
- He sent a diagram to the Meadows of work the Town's crew could do. The work could consist of walkways, dry wells, and rocks to separate parking from private property.
- He expected to hear back from the consultant this week or early next week on the (manager) profile. Then, they would advertise, depending on where the Council wanted. He estimated they would be in a position to make a decision around the third week of August.
- Brought up the discussion of paving strips on 3rd Street. Due thought he had enough to pave in his budget, but the additional paving would interfere with the scheduling of the public works crew and would affect other projects that were already scheduled. He thought it was a discussion to be had at budget time in order to triage the areas to pave.

NEW BUSINESS

1) Discussion and Possible Approval of the ARTumn Festival Closing the 0 Block of Elk Avenue from September 17 to September 18, 2016.

Stanford explained the event was on the regular agenda instead of the Consent Agenda because there had been a discussion between resident Lucy Zavala and the event organizer concerning issues that had occurred associated with the event last year. Correspondence between the two was included in the packet, and both were present at the meeting.

Steven Wallis, the event organizer and director of Colorado Events, introduced himself to the Council. He reported to live at 938 Wagonwheel Gap Road in Boulder. He stated that he found the location in the 0 Block of Elk to work perfectly. His event didn't interfere with traffic problems or commerce. He stated he would no longer have music at the event. Michel recalled there was concern about camping in tents. Wallis stated they were definitely not camping. Michel then asked Wallis if he was a good neighbor who was sensitive to the neighborhood. Wallis said the coffee shop on the block had given their seal of approval, and he wanted to think of himself as a good neighbor. Schmidt questioned if the vendors would be from outside of Town. Wallis answered they were primarily from Colorado, and he would offer a discount to people living within the County. Wallis confirmed for Mitchell it was a juried event, and he tried to maintain a high standard with a good mix of vendors.

Lucy Zavala, who resides at 31 Elk Ave, told the Council it seemed like the event just showed up. She said the vendors were rude, and they yelled at her when she tried to mow her lawn. She told vendors they couldn't use her water to fill their water anchors. This event put her over the edge. They didn't respect her on her property, and she was voicing concerns. Zavala felt that the 0 Block was a dumping ground for whatever people wanted to do. They were not nice neighbors. Schmidt confirmed with Wallis that he would be present for the event.

It was opened to Council discussion. Schmidt thought it was important that Zavala had Wallis's card as a contact person. Ladoulis wondered if the event could move closer to the center of Town, and he wondered if Wallis saw it growing. Wallis recognized a space limitation, but he said the event was close to sold out. He could fulfill a bigger space, but he was happy with where he was. Schmidt saw a difference in that someone from out of Town was coming in and using the street to market for his own profit. He asked Rozman how much sales tax was generated. Wallis said his event was successful and well received. They were a non-profit, and the vendors generated revenue for Town. Mitchell questioned Wallis further on how he submitted sales tax, and Vohman questioned if non-profit organizations could have free booths. Vohman also asked Martin to check on camping during the event.

Mitchell moved and Mason seconded a motion to approve the ARTumn Festival closing the 0 Block of Elk Avenue from September 17 to 18, 2016. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

2) Update from the Crested Butte/Mt. Crested Butte Chamber of Commerce Executive Director, Eliza Cress.

Cress had reviewed the Chamber's agreement with the Town, and she offered to report to the Council after each event.

Cress provided a breakdown in her report:

Butte Bucks:

- The Chamber received a \$4,000 grant from Town and \$5,500 from Mt. Crested Butte.
- They wanted to end up with a program that was self-sustaining. She mentioned how many coins were sold and the income that was generated. They had issues with disappearing coins, which resulted in them adding a statement in the handbook to address money handling amongst employees.
- Michel asked when Butte Bucks would be self-sufficient. Cress said they were two years in, and they would be self-sufficient in five years. Schmidt asked what the goal was of Butte Bucks, and if they were achieving that goal. Cress explained they were incentivizing spending during the holidays in Town. Ladoulis asked who would be disappointed if Butte Bucks disappeared. Cress said it would be locals.

Bike Week

- The Town granted \$3,500.
- They used grant funds towards marketing to include photography, promotion, and newspaper ads.
- She reviewed participation in Bike Week events.

4th of July

- The Town granted \$3,500.
- The funds went to infrastructure and marketing. Infrastructure was mainly portapotties, but a dumpster was also included. Marketing costs included branded swag.
- They guessed about 14,500 people were at the parade. Ladoulis thought the number of people had gone up, but the floats had gone down. He asked how they ensured people were interested enough to submit a float. Cress said they didn't exclude anyone, and the quality was pretty spectacular. She was not particularly concerned about quality.

Fat Bike Worlds

- The Town funded \$5,000, which went to a full-page ad in "Mountain Flyer," and Travel Crested Butte put together a clip to use to promote the event in the future.
- It was a massive event and undertaking, and it ended up being extraordinarily successful.
- They gained Chamber members because of the event.
- Schmidt wondered if the concert was worth it, and Cress agreed it was.

CB3P

- The Town funded \$2,000, and they spent the money on marketing.
- This year was the biggest year ever, with a strong contingency of people from the Front Range.
- Event proceeds went back to a non-profit, which was Mountain Roots this year.

Light Up Night

- They didn't apply for funds last year.
- She described the festivities that were part of the event.

Related to financials, Cress said the biggest thing to note was that events were doing really well. The bottom line was that in three years they were 300% better than they were in 2013 thanks to the hard work of Ochs and the Board. Cress also cited their cleaning budget and bathrooms, and asked for help from the Town. Michel wondered how Cress would generate motivation for businesses to participate (as Chamber members). Cress described what they provided to businesses and stated they were in much better standing than what they had been in previously.

Mason questioned where the note was to Community Banks. David Clayton, treasurer, stated it was currently paid off. He said it was more of a timing issue than needed for funding. He explained they were using less each year and drawing it down later in the year. They had been making traction to pull things back. They were planning to keep the line of credit to bridge during slow periods.

Cress asked that Mitchell be officially appointed to represent the Town on the Chamber Board for transparent communication.

3) Discussion and Possible Direction Regarding a Letter to BLM on Oh Be Joyful Campground.

Yerman explained the BLM wanted comments back before June 15. He tried to condense the ideas he heard from the Council into the letter. He asked if the Council wanted any changes. Schmidt didn't see anything in the letter about maximizing the number of campsites. Yerman confirmed he would include in the letter that they wanted BLM to strive to maximize the number of camping sites while not diluting the overall visitor experience. Ladoulis thought they needed to be careful about density, and maximize might be hard to quantify. The Council discussed the wording, and Yerman explained the letter was being entered into the public record for planning. Michel said the takeaway was they were happy the BLM was stepping up. Yerman confirmed he was adding the comment on maximizing campsites.

Schmidt moved and Mitchell seconded a motion to authorize the Mayor to sign the letter to the BLM. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

LEGAL MATTERS

Belkin had been working on day-to-day items with Staff.

The Council discussed when they should review Belkin. They decided on Tuesday, July 5 from 3PM to 5PM.

COUNCIL REPORTS UPDATES AND COMMITTEE UPDATES

Laura Mitchell

- Had been going to VRBO meetings, and they were trying to figure out their focus.
- She missed the last Chamber meeting.

Roland Mason

- Attended a Mountain Express meeting. They talked about summer service to Gothic. They didn't want to jeopardize programming for the children, so Mountain Express chose to continue the service. The goal was to meet at the end of summer to determine the plan for next year.
- Mountain Express had made it clear to the Forest Service that they would expand if improvements were made to the road. However, expanded service would be on the chopping block if funding couldn't be maintained with sales tax.
- Ken Lodovico, from Mt. Crested Butte, was named the vice-chair of Mountain Express.
- In Telluride, the city purchased leases on condos for employee housing. It had been difficult to get new drivers to start, and he suggested talking to the Housing Authority to see if there was partnership potential. Yerman explained that

Mountain Express employees were essential service providers, and he thought they had second priority after full-time Town employees for housing.

- Mason mentioned a large driver pool in Alaska. Mountain Express would provide them drivers in the summer, and they would pick up some of theirs in the winter. Mountain Express would need to provide short-term housing.

Jim Schmidt

- Attended the short-term rental committee meeting. They would be having another meeting this week.
- Had been involved with the Creative District. The main focus was on the tour for the people who came from Denver to check out the Creative District. They should make a decision by July 1.
- The Cemetery Committee did clean up in the chapel and around the outside before Memorial Day. They were also using the weed policy and treating some weeds with chemical and others with naturalistic weed killer. They would see results after a couple of years.
- More monuments would be stabilized. They were also considering a more reasonable monument for the Jokerville Mine disaster, which could come up during budget.
- Anthracite Place was to be finished by July 11. There was a delay in work as the contractor finished another project with an earlier deadline. However, they had been moving on the inside, and they were still shooting for a move in date of July 18. Out of 47 applicants, about 20 were qualified.
- Western State had apartment like units that would be released for non-student workers.

Glenn Michel

- He would be gone for the next meeting, and Mason would run it.
- Presented at the Chamber's economic indicators meeting.
- He would attend a community builders task force meeting on Thursday for the One Valley Prosperity Project.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

The Council agreed that Mitchell would be the Town Council's representative on the Chamber Board.

Schmidt said that since Michel wouldn't make it to the CAST meeting, he would attend if Mason couldn't. Mason agreed that Schmidt should attend. Crank was attending, too.

Vohman brought plastic plates to the CBMBA barbeque last week, and they were a huge hit. She wanted events to reduce waste.

Vohman mentioned they were having a showing of "Bag It." She described what the plastic bag committee had been doing. Ladoulis wondered if they had a work session coming up. He wondered if they were prepared to consider a bag tax versus bag ban.

They could learn from the process in California. He asked if they were looking into ways it had been implemented. Belkin said he put together a presentation for the group. He asked if they were looking for comparison to different states. Ladoulis hoped the purpose would come from the work session. He wanted to evaluate public policy and the right way to address it in the community. Belkin said they would get a full roll out in the work session.

Merck asked if dogs were allowed or banned at the Farmers Market and what it meant as far as serving food. People were concerned there were more dogs than people. Belkin could see an issue with dogs around the vicinity of food. The question was if dogs were allowed and how it worked with food. Michel said they needed to know if dogs were allowed per the permit and if there were any legal ramifications with foodstuff. Stanford said dogs had not been addressed in the special event application. Belkin would work with Crank to determine the implications of dogs in the area of food service.

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, June 20, 2016 – 6:00PM Work Session – 7:00PM Regular Council
- Tuesday, July 5, 2016 – 6:00PM Work Session – 7:00PM Regular Council
- Monday, July 18, 2016 – 7:00PM Regular Council

In response to Stanford's question during Staff Updates, Schmidt agreed that if there was an issue the Council should have a work session. There would only be three Alpenglows they would potentially miss.

EXECUTIVE SESSION

Schmidt moved and Merck seconded a motion to go into Executive Session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e) relative to certain Town recreational easements and the limitations of Section 33-41-103, of the C.R.S.

The Council went into Executive Session at 9:11PM. Council returned to open meeting at 9:55PM. Mayor Michel made the required announcement before returning to open meeting.

ADJOURNMENT

Mayor Michel adjourned the meeting at 9:57PM.

Roland Mason, Mayor Pro Tem

Lynelle Stanford, Town Clerk (SEAL)



Staff Report

June 20, 2016

To: Mayor and Town Council
Thru: Bill Crank, Interim Town Manager
From: Lynelle Stanford, Town Clerk
Subject: **Black and White Ball Special Event Application and Special Event Liquor Permit**
Date: June 2, 2016

Summary:

Su-Ling Blois and Shelley Popke submitted the special event application and special event liquor permit for Black and White Ball on behalf of the Crested Butte Mountain Heritage Museum, Inc. The Black and White Ball is a street dance fundraiser for the Crested Butte Mountain Heritage Museum. The event is proposed to take place on July 2, 2016 from 6PM to 10PM. The event organizers have requested a closure of 4th Street from Maroon Avenue to Elk Avenue. The road closure would be effective from 9AM to Midnight on July 2.

Recommendation:

To approve the special event application and special event liquor permit for Black and White Ball as submitted as part of the Consent Agenda.

TOWN OF CRESTED BUTTE SPECIAL EVENT APPLICATION



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

Name of Event: Black and White Ball

Date(s) of Event: July 2, 2016

Name of Organization Holding the Event ("Permittee"): Crested Butte Mountain Heritage Museum, Inc

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

Name of Event Organizer: Su-Ling Blois

Phone: 970-349-1880 Cell Phone: 917-470-8228

E-Mail: museumevents@crestedbutte.cc Fax Number: 970-349-1885

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

Phone: 970-349-1880 Cell Phone: 303-746-1999 E-Mail: museum@crestedbutte . cc

Mailing Address of Organization Holding the Event: PO Box 2480

Email Address of Organization: museum@crestedbutte.cc Phone Number: 970-349-1880

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

Street dance fund raiser for the CBMHM

Event Location: *(Attach map showing location of event; Also attach 8 ½" X 11" diagram detailing the event showing tents, vendors, security, toilets, tables, signage, fencing, booths, ingress and egress, stage, etc):*

Map Attached Showing Location of Event

Diagram Attached Detailing Event

Event Time (start time of scheduled event to end time of scheduled event): 6-10pm
Total Time (including set-up, scheduled event, break-down & clean-up): 9am-midnight
Expected Numbers: Participants: 375 Spectators: N/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 License Application is Attached with Appropriate Fees and Diagram

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

Is Proof of Insurance is Attached? Yes / No

If No, Why Not: _____

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

If Yes, Describe: Live band

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

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

Town Manager Approval: WVC

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

How much trash do you anticipate generating at the event? Approx. 1/2 a dumpster full

What recyclable products will be generated at the event? bottles, cans, cups and plates

Describe Your DETAILED Plan for Trash, Recycling and Clean-Up (all events are required to have a plan for handling recycling and garbage during the event and the removal of recycling and garbage after the event). Please note that any plan should emphasize increased recycling and decreased waste production. If you feel that your event will require assistance from a waste company contact the Clerk's Office at 349-5338 or look on the special event section of the Town's website at www.townofcrestedbutte.com for details on the two different waste companies that serve Crested Butte and the scope of their services. Be creative and detailed in you plan. Please note that any event application without a detailed recycling and refuse plan will not be accepted as a complete application: We work with Waste Management, have trash & recycling bins placed at the event, and use our own recycling bins for event-associated recycling generated in the Museum; we make every attempt to minimize waste by using recyclable materials such as cups and plates at the event; we rent a dumpster for the event and Waste Management removes our trash and recycling the morning after the event

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

Security staff will be positioned at all entrances and exits of the event and the Museum.

Security staff will have a training session pre-event.

Describe Plan for Parking: N/A

Describe Plan for Portable Toilets and/or Restrooms: Guests will use the restrooms located in the Museum & 2 portapotties which the Town dropped off last year and we kept on our property for July 4th

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 and 1 portable toilet : (the Town uses these toilets for July 4th festivities--please move these to 4th and Elk on July 3rd to make them more visible to guests)

Will Your Event Require Any Road Closures Yes / No

If Yes, Explain in Detail Streets Closures and Times of Closures: 4th Street between Elk and Maroon; 8am to Midnight

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

If Yes, Explain Impact: _____

Will Your Event Affect Any Handicap Parking Spaces Yes / No

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

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

We will take a notice to all houses and businesses in a 250 foot radius notifying them of the event and associated noise and road closures

Does Your Event Include a Parade Yes / No

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

Signature of Event Coordinator

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

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

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

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

The Crested Butte Mountain Heritage Museum is hosting their 14th annual Black and White Ball street dance on Saturday July 2nd from 6 to 10pm.

Featuring heavy appetizers, cash bar, raffle prizes, silent auction and live band!

Contact Name & Phone Number for the Calendar: Su-Ling Blois 970-349-1880 and cell phone 917-470-8228

Event Fee for the Calendar: \$20 in advance / \$25 at the door **Website for More Info:** crestedbuttemuseum.com

Additional Applicant Comments: Thank you!!

Please Review Carefully:

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

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

Su-Ling Blois

Print Name Clearly

Signature of Applicant (Permittee)

Date

5/10/16

Application is Approved: _____ Date: _____

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,
CRESTED BUTTE MOUNTAIN HERITAGE MUSEUM, INC.

is a

Nonprofit Corporation

formed or registered on 12/07/1993 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 19931135307 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/02/2016 that have been posted, and by documents delivered to this office electronically through 05/03/2016 @ 15:10:10 .

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 05/03/2016 @ 15:10:10 in accordance with applicable law. This certificate is assigned Confirmation Number 9632748 .



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

Secretary of State of the State of Colorado

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/27/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International, formerly BW Insurance Agency PO Box 695 Gunnison CO 81230	CONTACT NAME: Michelle Kettle	
	PHONE (A/C, No, Ext): (970) 641-0614 FAX (A/C, No): (970) 641-1004 E-MAIL ADDRESS: michelle.kettle@hubinternational.com	
INSURED Crested Butte Mountain Heritage Museum, Inc PO Box 2480 Crested Butte CO 81224	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Great American Insurance Group	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 16/17 Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PAC111-03-83-00	3/25/2016	3/25/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	Liquor Liability			PAC111-03-83-00	3/25/2016	3/25/2017	1,000,000

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

Special Event: July 2nd 2016 Black & White Ball, the Town of Crested Butte is listed as additional Insured.

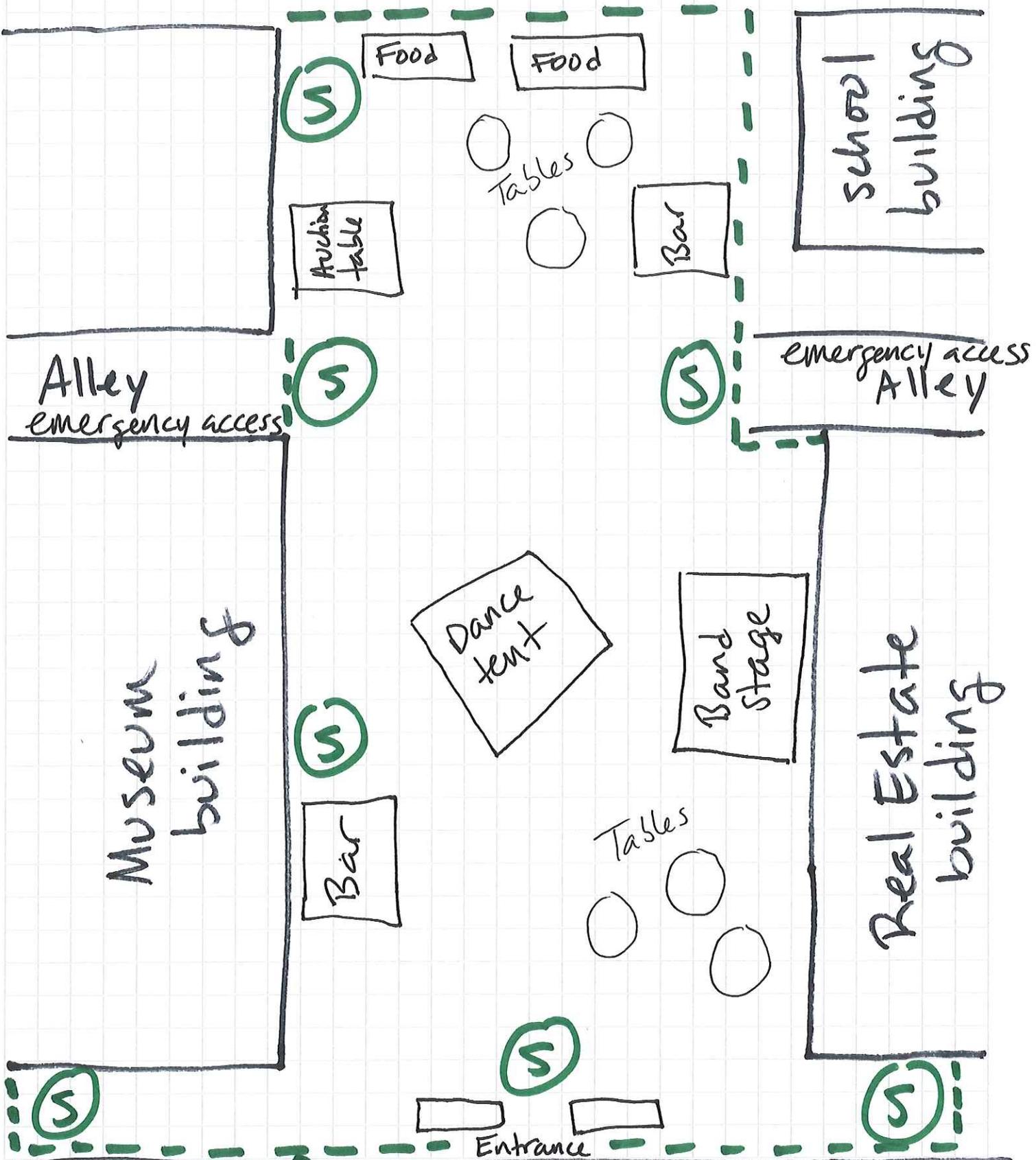
CERTIFICATE HOLDER

CANCELLATION

bwarren@crestedbutte-co.go Town of Crested Butte PO Box 39 Crested Butte, CO 81224	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Elizabeth Brim/GUNEC <i>Elizabeth Brim</i>
---	---

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Maroon Ave.



Alley emergency access

emergency access Alley

Museum building

Real Estate building

school building

Food

Food

Auction table

Tables

Bar

Dance tent

Band stage

Bar

Tables

Entrance

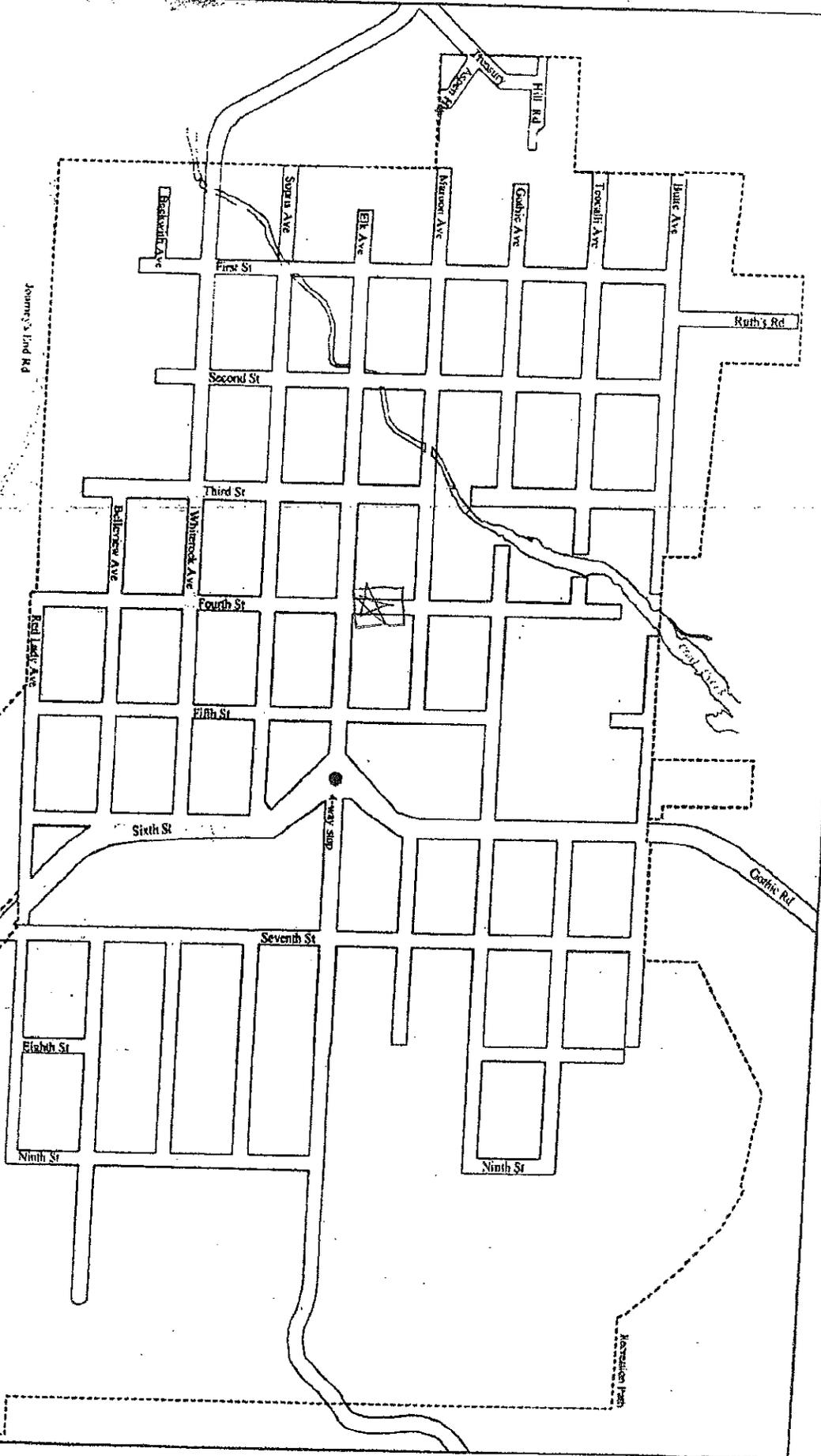
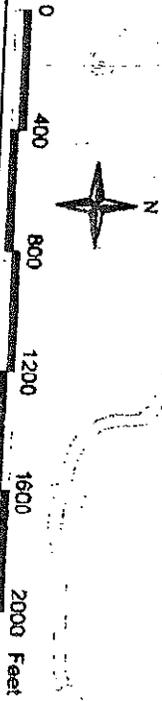
Barricade

EIK Ave.

(S) → security

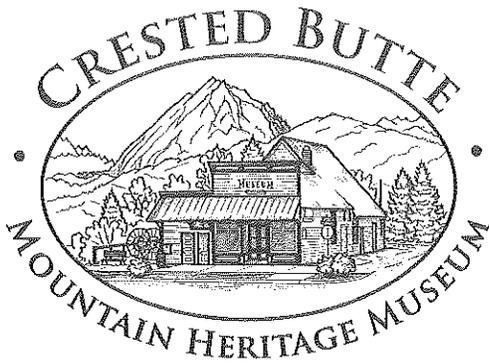
Town of Crested Butte, Colorado

- Coil Creek
- Roads
- Town Boundary



Crested Butte
Community
School

Mountain Park



CRESTED BUTTE MTN. HERITAGE MUSEUM, INC.

Located at 331 Elk Avenue
in Historic Tony's Conoco
Box 2480 • Crested Butte, Colorado 81224
(970) 349-1880
Fax (970) 349-1885
museum@crestedbutte.cc
www.crestedbuttemuseum.com

May 5th, 2016

To Whom It May Concern:

The Crested Butte Mountain Heritage Museum, Inc. owns the building that we are housed in, located at 331 Elk Avenue, and we are happy to host our 14th annual Black & White Ball on our premises. Feel free to contact me at 970-349-1880 with any questions.

Sincerely,

Shelley Popke
Executive Director

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

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

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

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

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE CRESTED BUTTE MOUNTAIN HERITAGE MUSEUM, INC.	State Sales Tax Number (Required) 749385-00-0-001
---	---

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) PO Box 2480 Crested Butte, CO 81224	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) 331 Elk Avenue Crested Butte, CO 81224
---	--

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SECY OF ORG. or POLITICAL CANDIDATE Laurel Runcie	3/11/1984	333 Haverly St, Crested Butte, CO 81224	970-901-8165

5. EVENT MANAGER Su-Ling Blois	4/8/1976	21 1/2 Elk Ave., Crested Butte, CO 81224	917-470-8228
--	-----------------	---	---------------------

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____	7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____
---	--

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

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

Date		Date		Date		Date	
Hours	From	Hours	From	Hours	From	Hours	From
July 2, 2016							
From 4:00 P	.m.	From	.m.	From	.m.	From	.m.
To 10:30 P	.m.	To	.m.	To	.m.	To	.m.

OATH OF APPLICANT

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

SIGNATURE 	TITLE Secretary	DATE 5/5/2016
---------------	---------------------------	-------------------------

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

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

LOCAL LICENSING AUTHORITY (CITY OR COUNTY) Town of Crested Butte	<input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK (970) 349-5338	DATE
SIGNATURE 	TITLE Deputy Town Clerk	5-31-16	

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

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

BLACK & WHITE BALL (July 2, 2016)

Crested Butte Fire Protection District:

W Scott Wimmer 6/9/16
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:

Ensure emergency vehicle
access around stage to
alleys

Mt. Express Bus Service:

[Signature] 6/1/16
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:

No impact on m...

Official Use Only:

Application Received 5-10-16 Date Distributed 6-1-16

Council Date (if applicable) JUNE 20, 2016

Approval Date _____ Method of Approval: Administratively By Town Council

Approval Contingencies Contact Public Works one week out to work out details,

Application fee _____ Check # _____ Date Paid _____

Permit Fee \$50 Check # 3261 Date Paid 6/14/16

Local Liquor License Fee \$25 Check # 3261 Date Paid 6/14/16

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

Additional Fee _____ Check # _____ Date Paid _____

Clean Up Deposit \$50 Check # 3262 Date Paid 6/14/16 Date Returned: _____

ensure emergency
vehicle access around
stage to alleys



Staff Report

June 20, 2016

To: Mayor and Town Council

Through: Bill Crank, Town Manager

From: Janna Hansen, Parks and Recreation Director

Subject: Resolution No. 16, Series 2016 – Resolutions of the Crested Butte Town Council Approving the Lease Agreement with the Crested Butte Center for the Arts for 620 Second Street, AKA Big Mine Warming House.

Background:

For the past few years the Gravity Groms have leased Big Mine Warming House and Ice Arena for their summer operations. The Gravity Groms are no longer offering summer programming and the downstairs of the Warming House became available for summer use. The Crested Butte Film Festival, operating under the umbrella of the Center for the Arts, rented the first floor of the Warming House for the month of September 2015. The space worked well for them and they have requested use of the space again this year from June 15 – October 9, 2016. The Town supports the use of Town owned buildings by non-profits and as such would be happy to have the Film Festival occupy that space. The Nordic Center occupies the second floor of the Warming House through the summer months and will occupy the downstairs space again in October. The lease agreement, insurance certificate, and fees will be under the Center for the Arts name. The proposed rent amount is \$160.00 per month based upon a price per square foot that is consistent with rates other non-profits pay for use of Town spaces.

Recommendation:

Staff recommends approving Resolution No. 16, Series 2016.

RESOLUTION NO. 16

SERIES NO. 2016

**RESOLUTIONS OF THE CRESTED BUTTE TOWN
COUNCIL APPROVING THE LEASE AGREEMENT
WITH THE CRESTED BUTTE FILM FESTIVAL FOR 620
2ND STREET, AKA BIG MINE WARMING HOUSE**

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

WHEREAS, pursuant to Section 31-15-713 (c), C.R.S., the Town Council may lease any real estate, together with any facilities thereon, owned by the Town when deemed by the Town Council to be in the best interest of the Town;

WHEREAS, pursuant to Section 713(c), when the term of such lease is one year or less, the Town Council may approve such lease by resolutions of the Town Council; and

WHEREAS, the Town Council finds hereby that approving a lease of 620 Second Street, Crested Butte for use by the Crested Butte Film Festival is in the best interest of the Town, Crested Butte residents and visitors.

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

1. **Findings.** The Town Council hereby finds that granting a lease of 620 Second Street, Crested Butte for use by the Crested Butte Film Festival is in the best interest of the Town, Crested Butte residents and visitors.

2. **Authorization of Town Manager.** Based on the foregoing, the Town Council hereby authorizes the Town Manager to execute the lease agreement with the Crested Butte Film Festival in substantially the same form as attached hereto as **Exhibit "A."**

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

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

620 Second Street Lease Agreement (Crested Butte Film Festival)

[attach form lease agreement here]

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “Lease”), made and entered into this 20th day of June, **2016**, by and between the **TOWN OF CRESTED BUTTE**, a Colorado home rule municipality (hereafter referred to as the “Town”) and **CRESTED BUTTE CENTER FOR THE ARTS**, a Colorado nonprofit corporation (hereafter referred to as the “Lessee”) is upon the following terms and conditions:

WITNESSETH:

IN CONSIDERATION of the keeping and performance of the mutual promises, covenants, and conditions contained herein, the parties agree as follows:

1. **TERM:** This Lease shall commence as of June 15, 2016, and shall expire on October 9, 2016 (the “Term”). The Term of this lease may be extended only by a writing executed by the Town. The defined word “Term” as used throughout this Lease shall include any extension thereof.
2. **LEASE OF PREMISES TO LESSEE:** The Town hereby leases to Lessee, and the Lessee hereby takes and rents from the Town, the following described premises, together with the improvements thereon, situate in the County of Gunnison and State of Colorado, to wit:

An area of approximately 790 square feet, being the space identified on **EXHIBIT A** attached hereto and incorporated herein, located at 620 2nd Street, Town of Crested Butte. Also known as the **first floor of the Big Mine Warming House** (hereafter, the “Premises”).

3. **RENT:** The Lessee agrees to pay to Town as rent for the Premises during the Term, the sum of **\$160.00 per month**, payable in advance on or before the fifteenth day of each calendar month during the Term. Where the Term commences during any month, the rent shall be prorated for the first month with such amount due upon Lessee’s execution of this Lease. All rent and other payments required under this Lease shall be made without offset or deduction and no prior notice from the Town shall be required. Lessee shall pay a \$25.00 late fee and interest at a rate of one and one-half percent (1 ½%) per month (18% per year) on rental or other payments which are not paid when due
4. **UTILITIES:** Unless otherwise specified, the Town shall pay for heating, electricity, water and sewer. Lessee shall pay all charges for telephone, internet, television, trash and recycling removal and other such services.
5. **CHARACTER OF OCCUPANCY:**
 - (a) The Premises shall be occupied by Lessee for the purpose of conducting its administrative business. Lessee shall at all times properly maintain the Premises, fixtures, and furnishings located therein, and at its sole cost make all necessary day-to-day repairs needed to preserve the interior walls, floor,

- ceiling, and doors of the Premises, the fixtures and furnishings in good working order and condition. All such repairs or replacements shall be of a kind and quality, and shall be done in a good workmanlike manner.
- (b) Lessee shall make no alterations, repairs, or improvements to the Premises, including, without limitation, painting the Premises, without the prior written permission of the Town. Lessee shall secure the Premises with a key provided by the Parks and Recreation Director. Lessee shall not make additional copies of the key for the Premises. Lessee shall return the Premises to the Town in good condition at the expiration or earlier termination of this Lease, ordinary wear and tear excepted.
 - (c) Lessee shall not use the Premises in any fashion that would increase the risk of fire, explosion, or any physical destruction to the Premises or the building in which such Premises are located. Said limitation on use shall specifically include a prohibition on smoking, alcohol consumption, and use of controlled substances within Premises. Further, Lessee shall not use the Premises to further any discrimination based on race, sex, creed, sexual orientation or national origin.
 - (d) Lessee occupancy shall not exceed 49 people at any time including staff and patrons.
 - (e) Lessee use is restricted to the downstairs of the Premises excluding closets locked and designated for other purposes.
 - (f) Lessee shall cause the restrooms to be maintained such that, without limitation, all toilets, sinks and other facilities are kept obstruction free and clear from debris, clothing and other articles that could cause such facilities to become clogged and otherwise function improperly.
 - (g) Lessee shall at all times use best efforts to cooperate with any other tenants in the building and the Town.
6. **JANITORIAL:** Lessee agrees to keep and maintain the Premises used exclusively by Lessee in a neat, orderly, clean and sanitary condition at all times, and to provide such janitorial and other services as may be necessary to do so. All refuse or trash resulting from Lessee's use of the Premises shall be stored in the Premises or in an external, wildlife proof dumpster to be picked up by a vendor of the Lessee's choice and expense. Lessee agrees to maintain and clean the premises including bathrooms, common areas and entryways within the building where the Premises are located once per week. Lessee agrees to replace all light bulbs as needed in the Premises. All light fixtures shall have compact fluorescent light bulbs.
7. **SIGNS:** Lessee shall be allowed to have one sign located on or near the building in which the Premises is located. Said sign shall be no more than seven (7) square feet. The design and placement of the sign shall be approved by the Board of Zoning and Architectural Review.
8. **PARKING:** Lessee is allowed the use of the parking lot at Big Mine Park located to the west and north of the Premises. Lessee shall not park more than one (1) vehicle overnight in said parking lot.

9. **ACCESS TO THE PREMISES:** The Town or the Town's authorized representative may enter upon the Premises at any reasonable hour to inspect and make repairs to the same. The Town or its representative may show the Premises to prospective tenants, upon reasonable advance notice to Lessee. In the event of an emergency, the Town and/or its representatives shall be entitled to access the Premises with or without notice to Lessee.
10. **LIENS:** Lessee agrees to keep the Premises free and clear of all liens and encumbrances of any kind, whether caused by the action or inaction of Lessee.
11. **PAYMENT OF INCREASED COSTS:** Lessee agrees to pay to the Town any and all increased costs and expenses attributable to Lessee's occupation of the Premises including but not limited to any insurance increases or taxes that are directly attributable to Lessee's occupancy.
12. **SECURITY DEPOSIT:** Lessee agrees to pay the Town the sum of **\$250.00** to be used as security for Lessee's faithful performance of the terms and obligations of this Lease. Said amount shall be paid at the time of Lessee's execution of this Lease. This deposit shall be held by the Town during the term. The security deposit shall not bear interest. The Town shall be entitled to apply any of the security deposit to the repair of damages caused to the Premises by Lessee or on account of Lessee's use thereof, and/or to pay for cleaning of the Premises. In the event the Town determines that it is necessary in its reasonable judgment to have the Premises cleaned or repaired during the Term, or after the expiration or earlier termination of this Lease, such cleaning or repairs shall be performed at Lessee's sole cost and expense. Any amount paid out of the security deposit during the Term shall be reimbursed by the Lessee to the Town within five (5) days. At no point will the security deposit on reserve be less than \$250.00. The security deposit shall not be deemed to be the total amount for which the Lessee shall be responsible to the Town in the event of damages to the Premises. Lessee shall not be entitled to credit any amount of the deposit toward payment of any other obligation owed under this Lease. Within thirty (30) days following the expiration of the Term or sooner termination of this Lease, the Town shall either return the security deposit or, as required by Colorado law, provide Lessee with a written statement, setting forth the reason for the retention of any portion thereof together with the payment of the difference, if any between the amount of the security deposit and the damages claimed by the Town.
13. **TELEPHONE:** The Town shall be responsible for providing telephone service lines to the building. Lessee shall be responsible for placing lines from the main switch box on the building to the Premises. Lessee shall use no more than three (3) separate telephone lines within the building. Lessee shall be responsible for causing any necessary television or other cable lines to be placed for service to the Premises. Any such placement shall not cause damage to the Premises and/or building.
14. **TAXES:** The Town shall pay any and all real and personal property taxes and special assessments which may be levied upon the Premises, except those personal property taxes levied specifically upon the personal property of Lessee. Lessee shall pay all sales and uses taxes in connection with its lease and use of the Premises.

15. ASSUMPTION OF RISK; INDEMNIFICATION; RELEASE OF CLAIMS: In

consideration for the Town leasing the Premises to Lessee, Lessee, its members, managers and officers (collectively, "Releasor/Idemnitor") hereby acknowledge and agree to the following:

(a) Releasor/Idemnitor hereby assumes all risk of claims, liabilities, injuries, losses, demands or damages, whether related to bodily injury, personal injury, sickness, disease, death, property loss or damage (including attorneys' fees, costs and expenses) (collectively, "Claims") arising out of, directly or indirectly, the use of the Premises, whether or not caused by any act or omission, negligence or other fault of Releasor/Idemnitor and/or Indemnatee its elected officials, officers, employees, agents, insurers, insurance pools, attorneys, representatives, contractors and subcontractors (collectively, "Releasee/Indemnatee");

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

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

16. TOWN NOT LIABLE: Unless due to the gross negligence of the Town, the Town shall not be liable for any damage or injury which may be sustained by Lessee or any other person resulting from any reason or cause whatsoever, including, but not limited to, as a consequence of the failure, leakage or obstruction of the water, plumbing, steam, sewer, waste or sail pipes, roof, drains, leaders, gutters, valleys, downspouts, or the like, or of the electrical or heating systems, appliances; or by reason of the elements; or resulting from, either directly or indirectly, any act of Lessee or Lessee's agents, contractors, subcontractors, employees, guests, licensees, invitees, or successors; or attributable to any interference with, interruption of, or failure, beyond the reasonable control of the Town of any services to be furnished or supplied by the Town.

17. INSURANCE: (a) At its sole cost and expense, Tenant shall obtain and keep in force during and through the Term "all-risk" property coverage naming the Town and Tenant as their interests may appear.

(b) At its sole expense, Tenant shall obtain and keep in force during and through the Term commercial general liability insurance (coverage shall include , public liability, operations, property damage and personal injury, including death, with a minimum combined single limit of not less than \$1,000,000.00 per occurrence / \$1,000,000.00 general aggregate) and insurance covering obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee of Tenant within the meaning of applicable law insuring the Town and Tenant, as their interests under this Lease appear, including, without

limitation, coverage for contractual liability and broad form property damage with respect to the Premises. The insurance shall be noncontributing with any insurance that may be carried by Town and shall contain a provision that Town, although named as an insured, shall nevertheless be entitled to recover under the policy for any loss, injury, cost or damage to Town, or the property of the same.

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

(d) All policies of liability insurance that Tenant is obligated to maintain according to this Agreement (other than any policy of workmen's compensation insurance) shall name Town as an additional insured. Originals or copies of original policies (together with copies of the endorsements naming Town as an additional insured) and evidence of the payment of all premiums of such policies shall be made available to Town on the date first written above. All public liability, property damage liability and casualty policies maintained by Town shall be written as primary policies, not contributing with and not in excess of coverage that Town may carry.

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

18. **ASSIGNMENT:** Lessee shall not assign this Lease, and shall not sublet the Premises, or encumber this lease or the Premises in whole or in part, without the prior written consent of the Town, which consent may be withheld in the Town's sole and absolute discretion.
19. **RESTRICTIONS ON USE:** Animals are not allowed within the Premises. Lessee will not construct temporary or permanent structures on the inside or outside of the building for recreational or other purposes. All outside fixtures not provided by the Town including but not limited to bike racks, benches and picnic tables must be approved by the Town. All recreational equipment such as bicycles, boats and skateboards must be stored inside the Premises overnight. Indoor furniture such as couches, tables and chairs will not be used or stored outside the Premises at any time.

20. **COMPLIANCE WITH LAWS:** Lessee agrees to comply with all laws, orders and regulations of the Town, the County, federal land management agencies and any other applicable governmental authority with respect to the Premises and Lessee's use thereof. Lessee has obtained and shall keep in force during the Term, all licenses, authorizations and permits necessary for Lessee to conduct its business operation.
21. **DEFAULT:** Except where Lessee fails to timely pay any amount due under this Lease, neither party shall be in default under this Lease unless such party fails to perform any obligation or covenant contained herein and such failure remains uncured for ten (10) days following receipt of written notice from the non-defaulting party. If Lessee is in default under this Lease it is agreed that the Town may (i) retake possession of the Premises upon ten (10) days' written notice to the Lessee without terminating the Lease, (ii) in the event of default in the payment of rent or any other payments due from Lessee, treat this Lease as automatically terminated on the date specified in the Town's three (3)-day notice for payment of the rent or surrender possession of the Premises under Section 13-40-104(d) (1973 C.R.S.) if Lessee fails to pay such rent as demanded in said notice, or (iii) in the event of any other default by Lessee, treat this Lease as automatically terminated on the date specified in the Town's three (3)-day notice thereof under Section 13-40-104(e) (1973 C.R.S.). Upon the termination of this Lease, Lessee shall peacefully surrender the Premises to the Town and the Town, at any time after such termination, may, without further notice, reenter the Premises and repossess it by summary proceedings, ejectment or otherwise and may dispossess Lessee and remove Lessee and all other persons and property from the Premises and may have, hold and enjoy the Premises and the right to receive all rental income therefrom. The Town may also, at the Town's option, and without being liable to Lessee for any damage therefore, remove and store, at Lessee's sole cost and expense, all personal property and effects of Lessee, upon the Premises without responsibility for loss or damage so long as the Town uses reasonable care in the removal thereof, and the Town shall have a valid lien on such property for any damages due the Town under this Lease and for any reasonable costs incurred by the Town in such removal or storage. The foregoing remedies shall not be exclusive, and the Town may exercise any other remedy available under the laws of the State of Colorado. Upon the termination of this Lease by reason of any default by Lessee in the obligations contained herein, the Town shall have the right to re-let the Premises for and on the account of Lessee and Lessee shall remain liable for the difference, if any, between the full amount of rent reserved hereunder and the amount received by the Town after such re-letting, after having deducted therefrom any reasonable costs and expenses of the Town. Any excess that may be derived shall belong to the Town and Lessee shall have no claim to same. The Town's failure to re-rent the Premises shall not preclude it from being able to seek damages against Lessee for any of the sums reserved hereunder. No right of redemption shall be exercised under any present or future law of the State of Colorado, in case Lessee shall be disposed for any cause, or if the Town shall in any other manner, obtain possession of the Premises in consequence of the violation of any of the covenants and agreements contained herein.
22. **SURRENDER OF PREMISES:** The Town shall have the sole discretion as to whether to renew the Lease and shall have the right to change the terms and conditions contained herein, including, without limitation, the rent. Upon the expiration or earlier termination of this Lease, Lessee shall quit and surrender the Premises in as good as state and condition as received,

reasonable wear and tear excepted. If after the expiration or earlier termination of the Lease, Lessee remains in possession without written agreement as to such possession, Tenant shall be deemed to hold the Premises as a "Tenant-at-will" and shall be obligated thereon to pay rent for such period in advance at the per diem rate of \$50.00 per day. During such period of time all of the terms and conditions of this Lease shall remain in full force and effect. It shall be Lessee's responsibility to remove all additions, fixtures, or improvements located on the Premises at the time of such expiration, or upon termination of this Lease. In the event of removal of additions, fixtures, or improvements located on the Premises, Lessee shall restore the Premises to its original condition. Lessee shall cause the carpet in the Premises to be professionally cleaned at the time of vacating the Premises, and shall remove all debris and personal property at its own cost.

23. **TOWN'S REPAIR AND MAINTENANCE OBLIGATION:** The Town shall keep the remainder of the building in which the Premises is located and the exterior thereof in good repair. The Town shall make such structural repairs as are necessary, and repair all plumbing, electrical, heating, ventilating, and other facilities serving the building, unless such repairs are caused by the acts or omissions Lessee, its officers, agents, contractors, subcontractors, employees, customers, invitees, guests or visitors, in which case the Lessee shall pay for such repairs.
24. **DESTRUCTION:** In the event the Premises are damaged in any manner that renders them untenable as a result of the acts or omission of Lessee or any person whose actions are imputable to Lessee, then Lessee shall continue to remain liable for the rentals called for hereunder through the remainder of the Term. If the damage has occurred that renders the Premises untenable through no fault of the Lessee, and the damage cannot be remedied within thirty (30) days, then either party can terminate this Lease. During the period that the Premises are untenable, rental shall abate so long as the damage was not caused by Lessee. In the event the damage was caused by Lessee or by persons or entities attributable to Lessee then rent shall continue to be paid monthly by Lessee regardless of whether Lessee can occupy the Premises.
25. **SUBORDINATION; ATTORNEY-IN-FACT:** This Lease is subject and subordinate to all present and future mortgages or deeds of trust affecting the Premises, and to any and all advances made, or that may be made on account of such mortgage or deed of trust to the full extent of the principal sum or sums secured, or intended to be secured, in the interest due thereon. Lessee agrees upon the request of the Town, to execute and deliver any and all instruments that the Town may reasonably deem necessary or advisable to be executed in respect to this provision. The failure of Lessee to execute and deliver any and all such instruments, shall afford the Town the power to execute and deliver any such instrument or instruments in the name of and on behalf of Lessee and Lessee's failure to so deliver shall constitute a default under this Lease.
26. **NOTICES:** All notices or deliveries required under this Lease shall either be (i) hand-delivered; (ii) given by certified mail directed to the address of the Town or Lessee set forth below; or (iii) given by overnight courier directed to the address of the Town or Lessee set forth below. All notices so given shall be considered effective (i) if hand-delivered, when received; (ii) if by certified mail, three (3) days after deposit; certified mail postage prepaid, with the

United States Postal Service; or (iii) if by overnight courier, one (1) day after deposit with the overnight courier company. Either party may change the address to which future notices shall be sent by notice given in (Facsimile numbers are provided for convenience only.)

TOWN: Town Manager
Town of Crested Butte
P.O. Box 39
507 Maroon Ave
Crested Butte, CO 81224
Fascimile: (970) 349-6626

LESSEE: Crested Butte Film Festival
P.O. Box 1256
Crested Butte, CO 81224

Notice shall be deemed properly given when sent, mailed, or hand delivered to the above addresses. Either party may change its address by giving written notice of the change to the other party.

- 27. **APPLICABLE LAW; VENUE:** This Lease is entered into in the Town of Crested Butte, Gunnison County, State of Colorado; and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Lease shall be in the County of Gunnison, State of Colorado.
- 28. **ATTORNEYS' FEES:** It is agreed that if the enforcement, interpretation or construction of this Lease becomes necessary or advisable, the prevailing party in such effort shall be entitled to reasonable attorneys' fees, as well as all related costs and expenses.
- 29. **NO WAIVER:** The failure of the Town to insist in any one or more instances upon strict compliance of any of the obligations, covenants, and agreements herein contained, or the failure of the Town in any one or more instances to exercise any option, privilege, or right herein contained shall in no way be construed as constituting a waiver of such default or option by the Town.
- 30. **CAPTIONS:** The captions are inserted only as a matter of convenience for reference and in no way define, limit, or describe the scope of the Lease nor the intent of any provision hereof.
- 31. **SEVERABILITY:** If any provision, covenant, clause, or agreement contained in the Lease or the application thereof shall be found to be invalid, such invalidity shall not affect the validity of the remaining provisions, covenants, clauses, agreements, or the validity of the Lease as a whole.
- 32. **BINDING:** This Lease shall be binding upon the parties hereto, their respective permitted heirs, successors and assigns.

33. **ENTIRE AGREEMENT:** This Lease contains the entire agreement between the parties and supersedes all prior understandings, negotiations and representations, written and oral, not contained herein. It may not be amended or modified, except by an agreement in writing signed by both parties hereto.

34. **COUNTERPARTS; FASCIMILE:** For purposes of enforcement of any term or condition of this Lease, facsimile signatures shall be deemed originals. This Lease may be executed in multiple counterparts, each of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Lease in duplicate as of the date first set forth above.

TOWN OF CRESTED BUTTE,
Colorado home rule municipality

By: _____
William V. Crank, Town Manager

ATTEST:

By: _____
Lynelle Stanford, Town Clerk

(SEAL)

LESSEE:

CRESTED BUTTE FILM FESTIVAL

By: _____
Name: _____
Title: _____

EXHIBIT A

Premises



Reports

Parcel

PARCEL INFORMATION TABLE

Selected Account	R027736 (Click for Complete Card)
Parcel Number	3255-031-56-010
Account Type	Exempt
Physical Address	
LEA	PARKS, RECREATION, OPEN SPACE (29991)
Subdivision	CRESTED BUTTE (TOWN OF)
Lot/Block	17-27 / 40
Tax District	200
Acres	1.424
Number of Buildings	
Total Above Grade Sq Ft	0

OWNERSHIP INFORMATION

Name	CRESTED BUTTE TOWN OF
Mailing Address	PO BOX 39 CRESTEDBUTTE, CO 81224-0039

VALUATION SUMMARY

Total Current Value	\$1426920
Current Assessed Value	\$413810
Mill Levy	67.759
Last Year's Property Taxes	\$0.00

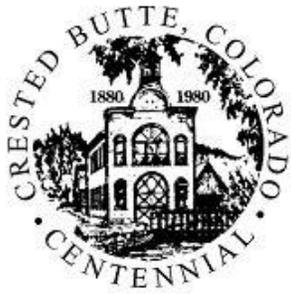
LAST 2 SALES

Date	Amount	Qualified Sale
0000-00-00	\$0	N/A

Parcel List

Legend

Measure



Staff Report June 20, 2016

To: Mayor and Town Council
Thru: Bill Crank, Interim Town Manager
From: Bob Gillie, Building and Zoning Director
Subject: **Resolution #18, Series 2016 – Revocable License for a portion of the Elk Avenue Sidewalk adjacent to parts of lots 2-6, Block 29**
Date: June 14, 2016

Summary; Bonez restaurant, located at 130 Elk Avenue and owned by Coal Creek Investments LLC, has requested that they be able to utilize approximately 400 square feet of exterior space on the property adjacent to Coal Creek east of their building for outdoor seating. They intend to make a payment in lieu of parking to cover the parking requirement for this space and pay any additional tap fees due. The space is not accessible from the inside of the building without using the adjacent Elk Avenue sidewalk for servers to deliver food to the area. They are requesting a license for 101.25 square feet of the Elk Avenue sidewalk as depicted in the license agreement.

Background: This space was previously approved by the Bozar for seating when Montanyas was the tenant. No additional taps and parking were required at that time because Montanyas had eliminated interior seating for their distilling operation. Bonez returned the interior space to seating when they took over the space and thus need to cover the parking and taps issue for the additional exterior seating. They have applied to Bozar for payment in lieu of parking authorization.

Discussion

Pros: This facilitates the utilization of the property to generate business income and sales tax.

Con: Another use of the congested public sidewalks although not as intense as sidewalk seating.

Legal Implications: A license should be in place if they wish to traverse public sidewalk to service their restaurant seating and the Town should be indemnified and they should have adequate insurance to protect the Town against any issues related to their use of public property.

Recommendation: Staff recommends that a revocable license be granted to Coal Creek Investments to traverse a 22.5 foot by 4.5 foot section of the Elk Avenue sidewalk for food serving purposes.

Proposed Motion: Approve as part of the consent agenda.

RESOLUTION NO. 18

SERIES NO. 2016

RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE REVOCABLE LICENSE AGREEMENT TO COAL CREEK INVESTMENTS, LLC FOR PORTIONS OF LOTS 2-6, BLOCK 29, TOWN OF CESTED BUTTE, COLORADO

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

WHEREAS, the Town staff has recommended to the Town Council that it grant a revocable license to encroach into the public right of way and sidewalk to accommodate the service of food and alcohol on certain licensed premises in connection with a restaurant and tavern business located on portions of Lots 2-6, Block 29, Town of Crested Butte, Colorado, to the record title owner thereof, Coal Creek Investments, LLC; and

WHEREAS, the Town Council finds hereby that granting a revocable license to encroach into the public right of way and sidewalk, to accommodate the service of food and alcohol on certain licensed premises in connection with a restaurant and tavern business located on portions of Lots 2-6, Block 29, Town of Crested Butte, Colorado, to the owner thereof, is in the best interests of the Town.

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

1. **Findings**. The Town Council finds hereby that granting a revocable license to encroach into the public right of way and sidewalk, to accommodate the service of food and alcohol on certain licensed premises in connection with a restaurant and tavern business located on portions of Lots 2-6, Block 29, Town of Crested Butte, Colorado, to the record title owner thereof, Coal Creek Investments, LLC, is in the best interests of the Town.

2. **Authorization of Town Manager**. Based on the foregoing findings, the Town Council hereby authorizes the Town Manager to execute the "Revocable License Agreement" in substantially the same form as attached hereto as **Exhibit "A."**

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

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glen Michel, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

Revocable License Agreement

[attach approved form here]

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

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

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (this "**Agreement**") is made and entered into this ___ day of _____, 2016, by and between the TOWN OF CRESTED BUTTE, COLORADO ("**Licensor**"), a Colorado home rule municipality with an address of 507 Maroon Avenue, P.O. Box 39, Crested Butte, CO 81224 and COAL CREEK INVESTMENTS, LLC, ("**Licensee**"), a Colorado limited liability company with an address of P.O. Box 836, Crested Butte, CO 81224.

RECITALS:

A. Licensee is the fee title owner of certain real property commonly known as 130 Elk Avenue, Crested Butte, Colorado 81224 or the "Powerhouse Building", and more particularly described in that certain General Warranty Deed from Powerhouse Limited Partnership II, a Colorado limited partnership to Licensee, dated October 5, 2006, and recorded October 5, 2006 in the Office of the Gunnison County Clerk and Recorder at reception number 569792 (the "**Premises**"), which deed is attached hereto as **Exhibit "A"**.

B. The Premises is bounded on the north by certain public property (the "**Public Property**").

C. Licensee has requested the right to use the Public Property in connection with its tenant's restaurant and tavern business. The use of the license area is limited to traversing the area to service the approved outdoor seating area to the east of the building.

D. The Town is willing to allow Licensee to use the Public Property in connection with its tenant's restaurant and tavern business, subject to certain conditions and requirements.

NOW, THEREFORE, for and in consideration of the covenants, terms, conditions and requirements set forth herein, the sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

AGREEMENT:

1. **Grant of License.** Licensor hereby grants to Licensee, its successors in interest and assigns a revocable license (the "**License**") to use the Public Property in

connection with its tenant's restaurant and tavern business in the location set forth on **Exhibit "B"** attached hereto. In connection with such License, and in exchange therefor, Licensor authorizes and licenses Licensee to use the Public Property only for using and crossing the Public Property in the locations described and depicted on **Exhibit "B"** to accommodate the service of food and alcohol on Licensee's licensed premises in connection with its tenant's restaurant and tavern business, and provided that, Licensee shall at all times keep the Public Property described in **Exhibit "B"** free of obstructions of tenant's staff and objects and allow for the free flow of pedestrian traffic.

2. **Term; Revocation.**

2.1. The License shall exist and continue until the Town Council finds at a regular, public meeting that (i) the Public Property must be made available for public use or for such other reason as determined by the Town Council in its sole discretion, or (ii) Licensee is in default of this Agreement, in which case Licensor shall provide written notice of such default to Licensee, and if the default is not cured within three (3) business days thereafter, this License and the rights given hereunder shall automatically terminate and extinguish.

2.2. The License is made subordinate to the right of Licensor to use the Public Property for any public purpose, including, without limitation, public pedestrian uses..

3. **Assumption of Risk.** Licensee assumes all risk of damage to property or injury to persons, including death, in connection, whether directly or indirectly, with the Licensee's use of the Public Property pursuant to this License. In the event of any such damage or injury, Licensee agrees to pay all costs related thereto, including, without limitation, reasonable attorneys' fees.

4. **Indemnification.** By execution of this License, Licensee, for itself and its successors, hereby agrees to indemnify, defend and hold harmless Licensor, its elected officials, employees, contractors, agents, insurers, insurance pools and attorneys against any and all claims, suits, damages, costs, losses and expenses, including reasonable attorneys' fees, in connection with any personal injury, including death, or property damage, arising out of or connected in any way with, whether directly or indirectly, the Licensee's use of the Public Property pursuant to this License.

5. **Insurance.**

5.1. At its sole cost and expense, Licensee or its agent or tenant shall obtain and keep in force from the date first written above until termination of this Agreement "all-risk" property coverage naming Licensee and Licensor as their interests may appear.

5.2 At its sole expense, Licensee or its agent or tenant shall obtain and keep in force from the date first written above until termination of this Agreement

commercial general liability insurance with a combined single limit of not less than \$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 Licensee and Licensor, including, without limitation, coverage for contractual liability, broad form property damage and non-owned automobile liability, with respect to the Public Property. The insurance shall be noncontributing with any insurance that may be carried by Licensor and shall contain a provision that Licensor, although not named as an primary insured, shall nevertheless be entitled to recover under the policy for any loss, injury, cost or damage to Licensor, or the property of the same.

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

5.4. All policies of liability insurance that Licensee, its agent, or tenant is obligated to maintain according to this Agreement (other than any policy of workmen's compensation insurance) shall name Licensor as an additional insured. Originals or copies of original policies (together with copies of the endorsements naming Licensor as an additional insured) and evidence of the payment of all premiums of such policies shall be made available to Licensor on the date first written above. All public liability, property damage liability and casualty policies maintained by Licensee, its agent, or tenant shall be written as primary policies, not contributing with and not in excess of coverage that Licensor may carry.

5.5. The parties waive all rights to recover against each other, or against the elected and appointed officials, employees, contractors, agents, advisors, attorneys, insurers, insurance pools, shareholders, directors, members, managers, officers, suppliers, agents or servants of each other, for any loss or damage arising by virtue of Licensee's use of the Public Property pursuant to this License and covered by any insurance required to be carried by each of them pursuant to this Section or any other insurance actually carried by each of them. Licensee, its agent, or tenant shall cause its insurer to issue an appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with Licensee's operations under this License.

6. **Subject to Laws.** This License is subject to all State and municipal laws as they now exist or may hereafter be amended.

7. **Licensee Representations.** Licensee represents and warrants that: (a) it is duly qualified to do business and is in good standing in the State of Colorado; (b) it has

full power and authority to execute, deliver and perform its obligations under this Agreement; (c) the individual executing this Agreement has the full power and authority to do so; and (d) the Agreement does not violate any other obligation of Licensee.

8. **Notices.** All notices required pursuant to this Agreement shall be deemed served upon depositing a certified letter, return receipt requested, in the United States mail, addressed to the party being served with such notice at the addresses set forth above, unless a request to mail to a different address is provided in writing to the other party.

9. **Prevailing Party.** In the event of any dispute between the parties in connection with this License, the non-prevailing party shall pay the prevailing party all costs and expenses, including, without limitation, reasonable attorneys' fees, costs and expenses, incurred in such dispute.

10. **Entire Agreement; Amendment.** This Agreement represents the entire agreement of the parties respecting the subject matters addressed herein. This Agreement may be amended only in writing by properly executed agreement.

11. **Successors and Assigns.** The rights and obligations of the parties shall inure to the benefit and burden to the parties' successors and assigns.

12. **No Waiver.** No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

13. **Photo-static Copies.** For purposes of enforcement of the terms hereof, photo-static reproductions shall be deemed to be originals.

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

IN WITNESS WHEREOF, the parties have entered into this Agreement by their duly authorized representatives effective as of the date first written above.

LICENSOR:

TOWN OF CRESTED BUTTE,
a Colorado home rule municipality

By: _____
Glenn Michel, Mayor

Attest:

By: _____ [SEAL]
Lynelle Sanford, Town Clerk

LICENSEE:

COAL CREEK INVESTMENTS, LLC,
a Colorado limited liability company

By: _____
Billy Joe Lacy, Managing Member
of Elk Avenue Partners, LLC,
a Colorado limited liability company,
Managing Member

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Revocable License Agreement was acknowledged before me this ____ day of _____, 2016 by Glenn Michel, Mayor of the Town of Crested Butte, a Colorado home rule municipality, on behalf of said entity.

WITNESS my hand and official seal.
My commission expires: _____

Notary Public Signature

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Revocable License Agreement was acknowledged before me this ____ day of _____, 2016 by Billy Joe Lacy, Managing Member of Elk Avenue Partners, LLC, a Colorado limited liability company, managing member of Coal Creek Investments, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.
My commission expires: _____

Notary Public Signature

EXHIBIT “B”

License Area Description

[attach drawing here]

EXHIBIT A

S Dominguez Gunnison County, CO 569792
10/5/06 4:20 PM Pg: 1 of 2
488 R: \$136.00 D: \$125.00



GENERAL WARRANTY DEED

POWERHOUSE LIMITED PARTNERSHIP II, a Colorado limited partnership,

whose address is P.O. Box 225
Crested Butte, CO 81224

for good and valuable consideration, in hand paid, hereby sells and conveys to

COAL CREEK INVESTMENTS LLC, a Colorado limited liability company,

whose address is P.O. Box 836
Crested Butte, CO 81224

the following real property in the County of Gunnison, and State of Colorado, to-wit:

A tract of land within portions of Lots 2, 3, 4, 5, and 6, Block 29, TOWN OF CRESTED BUTTE, County of Gunnison, State of Colorado, said tract being more particularly described as follows:

Commencing at the Northwest corner of said Lot 5; thence South 89°58'18" West 2.50 feet along the northerly lot line of said Lot 6, to the POINT OF BEGINNING for the herein described tract; thence the following courses around said tract:

1. South 00°01'42" East 70.00 feet (this line being parallel to and 2.5 feet westerly of the west boundary of said Lot 5);
2. North 89°58'10" East 5.16 feet to the southwest corner of Tract C of the property conveyed from Mitchell to Roemer as described in a deed recorded at Book 580 at Page 173 of the records of Gunnison County);
3. South 84°39'32" East 7.19 feet along the southerly boundary of said property;
4. North 82°64'19" East 48.26 feet along the southerly boundary of said property;
5. North 46°59'21" East 31.64 feet along the southerly boundary of said property;
6. North 01°11'46" West 19.87 feet along the easterly boundary of said property;
7. North 07°21'54" West 23.49 feet along the easterly boundary of said property to the north boundary of said Block 29;
8. South 89°58'18" West 79.96 feet along said north boundary to the POINT OF BEGINNING of the herein described tract;

County of Gunnison, State of Colorado

with all appurtenances, and warrants the title to same, subject to: the lien for 2006 and subsequent real property taxes and assessments; unpatented mining claims; water rights and claims or title to water; distribution utility easements; those specifically described rights of third parties not shown by the public records of which grantee has actual knowledge and which were accepted by grantee; inclusion of the property within any special taxing district; United States Patent recorded in Book 2S at Page 106; perpetual easement for pedestrian ingress and egress set forth in Warranty Deeds recorded in Book 580 at Page 173, Book 585 at Page 628 and Book 664 at Page 355; Notice of Ordinances recorded in Book 636 at Page 145; Notice of Zoning Conditions and Restrictive Covenants recorded in Book 657 at Page 797; terms, conditions, provisions, agreements and obligations in Ordinance No. 12 Series 1991 recorded in Book 769 at Page 94; and (a) all right, title or claim by the United States, state, local government or by the public generally in and to any portion of the land lying within the current or former bed of Coal Creek, or below the ordinary high

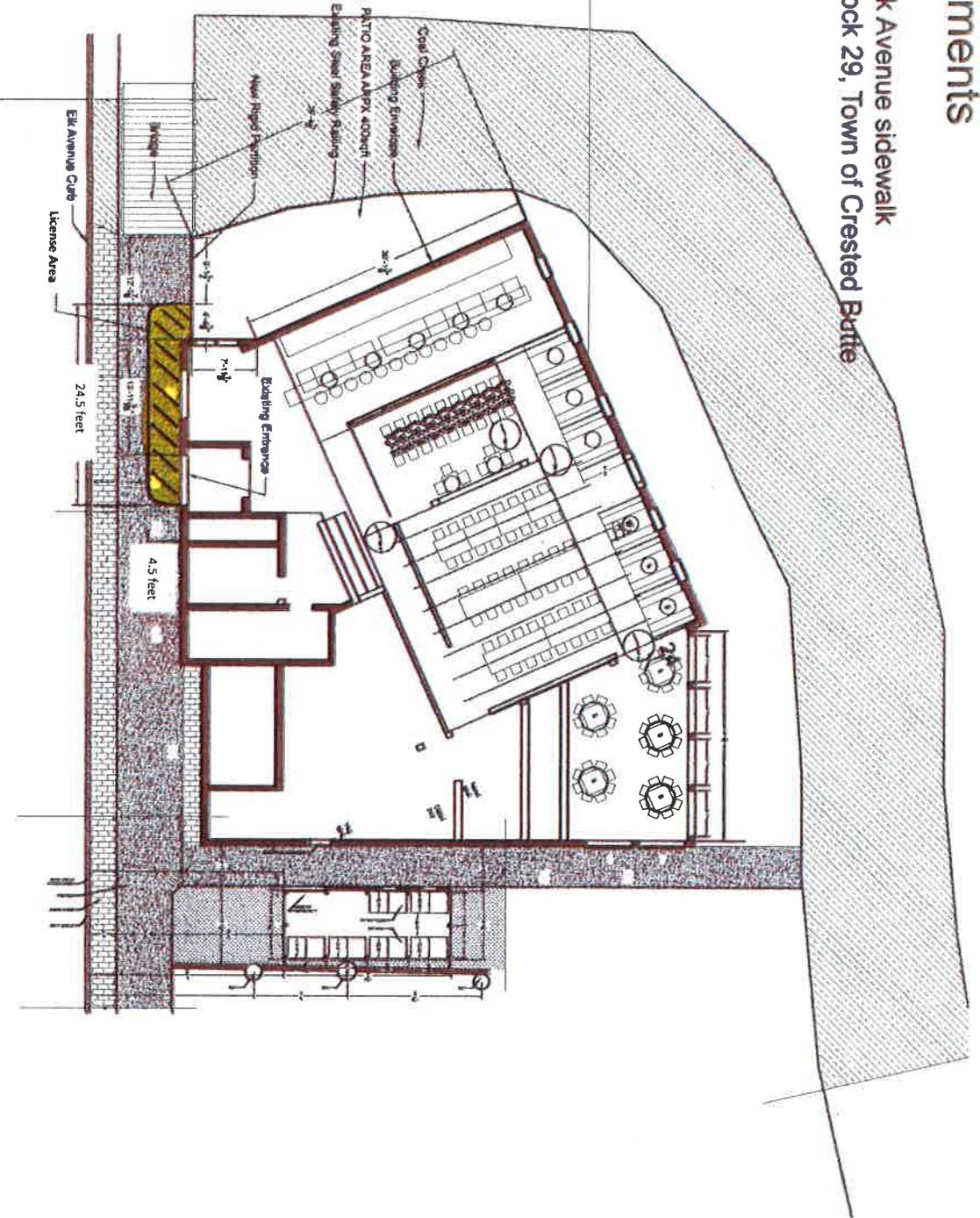
Exhibit B

Coal Creek Investments

Revocable License

A 24.5 foot x 4.5' section of Elk Avenue sidewalk

adjacent to parts of Lot 2-6 Block 29, Town of Crested Butte



plan

1/8" = 1'-0"



Staff Report

June 14, 2016

To: Mayor and Town Council
Thru: Bill Crank, Interim Town Manager
From: Lois Rozman, Finance Director
Subject: **2016 Spring Community Grant Funding Recommendations**

Summary: The Community Grants committee of Jim Schmidt and Glenn Michel met via phone on June 13th to determine funding recommendations for the 2016 Spring Community Grants. There were 19 grants received totaling \$57,547 in requests and the committee had \$16,283 to disburse. With the limited funds available and the number of requests received, the committee took a hard look at the organization's budgets, other funding mechanisms and if the organization had received funding in the fall 2015 community grant cycle. The committee focused heavily on requests which dealt with items on the Council's list of priorities such as backcountry management, historic preservation and events.

The committee makes the following recommendations for funding:

- CB Mountain Bike Association -- \$2,000 for work tools and rollover materials
- Center for the Arts -- \$2,000 for Alpenglow
- Chamber of Commerce -- \$500 2016 Light Up Night
- Coal Creek Watershed Coalition -- \$1,500 portable toilets up Slate River Valley
- Film Festival -- \$1,500 for advertising and promotion of September event
- Mountain Heritage Museum -- \$1,200 Historic Walking Tour brochure
- Project Hope -- \$1,500 for support, education & confidential advocacy for victims of domestic violence, child abuse and sexual assault
- Vinotok -- \$2,000 event restrooms
- West Elk Soccer Association -- \$2,000 field expenses
- Wildflower Festival -- \$2,000 Mountain Manners program

Attached for your information, is a listing of the total grants requested and awarded for the 2016 grant cycles.

Recommendation: Staff recommends following the grant committee's funding recommendations and approving the 2016 Spring Community Grant funding via the consent agenda.

SERVICE GRANT REQUESTS	Requested 2016 Fall	Granted 2016 Fall	Requested 2016 Spring	Recommended Spring Funding	
GENERAL FUND					
Adaptive Sports Center	4,400	2,000	2,000	-	
Arts Festival	5,000	2,000			
Avalanche Center	1,000	1,000			
CB Mountain Bike Association			4,000	2,000	
CB Snowsports Foundation	2,500	-			
Center for the Arts - Alpenglow	5,000	2,000	2,000	2,000	
Center for the Arts - Wine & Food			3,000	-	
Center for Mental Health	4,500	2,000			
Chamber-Butte Bucks	5,500	4,000			
Chamber-Bike Week	5,000	3,000			
Chamber - Fat Bike Championships	5,000	5,000			
Chamber - July 4th	5,000	3,500			
Chamber-Light Up Night	1,000	-	1,000	500	
Chamber - Pole, Pedal, Paddle	3,000	2,000			
Coal Creek Watershed Coalition	5,750	5,750	1,500	1,500	
Dance Collective	3,500	1,500			
Film Festival			5,000	1,500	
Gunnison Valley Health Foundation			1,800	-	
Gunnison Valley Mentors (Partners)	4,500	2,000			
KBUT	5,000	2,500	5,000	-	
Living Journeys	1,500	1,000	5,000	-	
Mountain Heritage Museum	4,500	3,000	2,510	1,200	
Mountain Roots	5,000	2,500			
Mountain Theatre	4,000	2,000	3,500	-	
Nordic Center - Equipment	7,500	4,000	2,000	-	
Northwest Colo. Legal Services	1,500	1,000			
Old Rock Library			2,000	-	
Paradise Animal Welfare Society (PAWS)	4,000	3,000			
Project Hope			3,000	1,500	
School of Dance	4,250	2,500			
Six Points	2,500	1,000			
Trailhead Children's Museum	2,500	-	2,500	-	
Upper Gunnison Water Conservancy Dist.	2,467	2,467			
Upper Gunnison Water Conservancy Dist.	2,000	2,000			
Vinotok	4,957	2,000	4,257	2,000	
West Elk Soccer Assoc. (WESA)			4,000	2,000	
Wildflower Festival	1,500	-	3,480	2,000	
Total Community Grants	113,824	64,717	57,547	16,200	

Gunsight Pass Road Abandoned Mine Land Site Update

Background:

The Bureau of Land Management (BLM) Gunnison Field Office is planning to clean up an abandoned mine site in the Slate River Watershed in order to reduce the exposure to the public and the environment from contaminants from past mining activities. The site, known as the Gunsight Pass Road Abandoned Mine Land (AML) Site, has possible risks to the public and the environment from heavy metals that were stored/processed on the site in the form of ore and/or waste rock. It is located about 5 miles from Crested Butte, CO.

Actions Taken:

About five years ago the core shed that was located on the site was removed by the owners. Along with the structure most of the larger debris was removed and salvaged.

Two years ago the site was systematically sampled to identify hazardous materials and their migration patterns. From this data, a downslope migration of materials was noted. The area of highest contamination was enclosed by a wood fence and signed to deter the public from entering the area.

The Bureau of Land Management is currently conducting a search for Potential Responsible Parties (PRP). The PRP search is to determine if there are any entities that can be held financially liable for cleanup costs. It is an ongoing search and no other information is currently available.

Future Actions:

Plans are currently underway to install water monitoring wells this summer on and off site to determine if there is any subsurface movement of contaminants. The water samples collected from these wells will be analyzed and used to trace the movement, if any, of the contaminants.

Depending on what is found in the water may lead to different cost-effective remediation options. From this data, a preferred cleanup action will be determined, designed and implemented. Options may include:

- Simple soil amending to neutralize acid and immobilize the contaminants. BLM/Colorado Division of Reclamation and Mining Safety successfully implemented this action last summer at the Yellowstone Mill Site which is along the Alpine Loop Backcountry Byway.
- Pulling the waste back, re-contouring the pile and covering it to prevent leaching of the contaminants.
- Encapsulating the waste with an impermeable liner (a kind of burrito) if the monitoring wells reveal high levels of groundwater migration of contaminants.

Since the preferred action will be determined based on the sampling results, it is too early to ascertain which clean-up method will be utilized. The ultimate goal is to keep the air and water quality from being impacted from these waste materials and by-products.

Photographs:

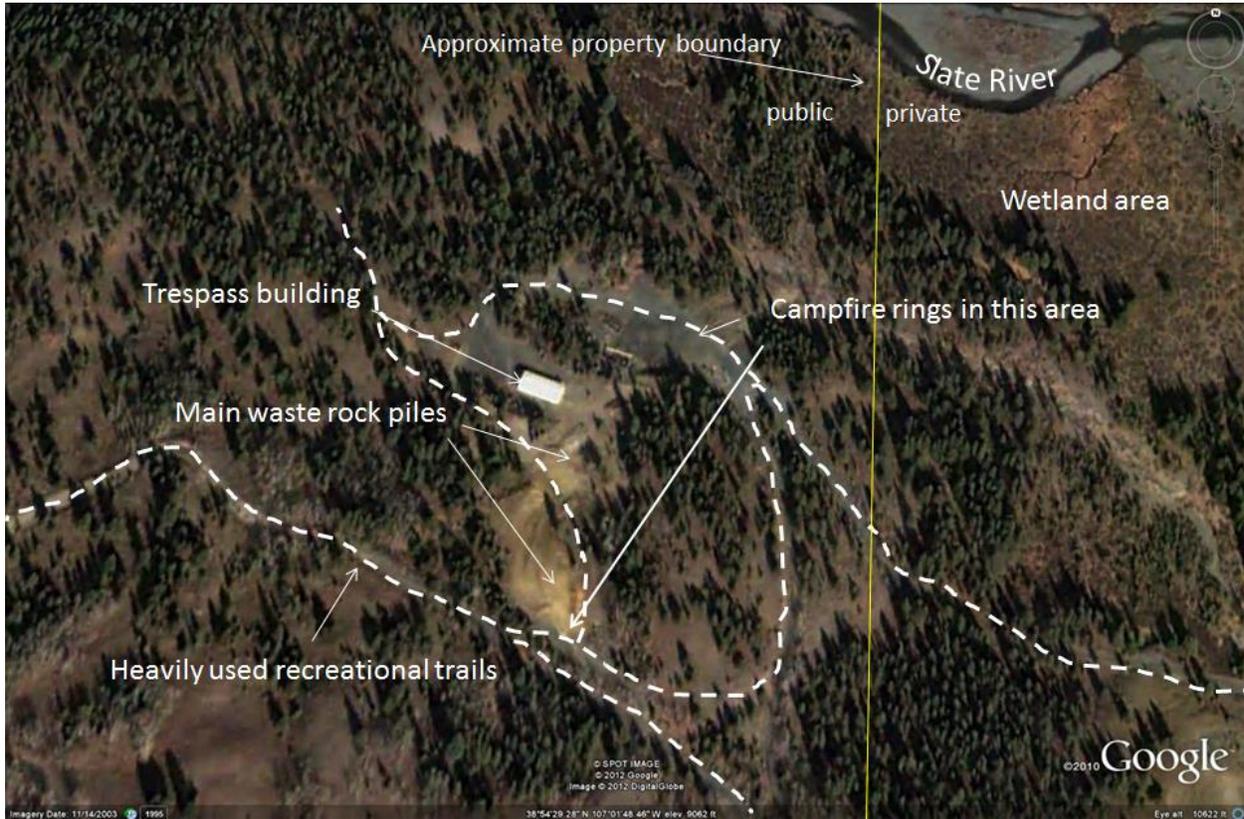


Photo 1: Aerial view of the site, showing trespass structure that has been removed, the waste material (goldish color) and the recreation trails and their location.



Photo 2 : Photo of main waste pile on site prior to fence installation. The waste has the potential for acid drainage since it is sulfide based.



Photo 3: Representative photo of the buck and pole fence that was installed on the upper bench area. This is the location of the majority of the waste.

Background for Agenda Item: Request from High Country Conservation Advocates for the Town Council to Sign On to a Letter to the Department of the Interior (DOI) and Bureau of Land Management (BLM) Concerning DOI's Comprehensive Review of the Federal Coal Program

The DOI has launched a comprehensive review to identify and evaluate potential reforms to the federal coal program in order to ensure that it is properly structured to provide a fair return to taxpayers and reflect its impacts on the environment. The review, in the form of a Programmatic Environmental Impact Statement (PEIS), will take a careful look at issues such as how, when, and where to lease; how to account for the environmental and public health impacts of federal coal production; and how to ensure American taxpayers are earning a fair return for the use of their public resources. The guidelines governing coal mining on public lands haven't been reviewed in over a generation. But after 30 years without a review, the DOI and BLM have a unique opportunity to modernize the outdated program.

HCCA respectfully requests the Town of Crested Butte to sign on to a letter to the DOI and BLM commending them for reviewing the federal coal program and urging them to deliver Colorado communities a fair return that protects public lands, clean air, and clean water. The letter is being sent to local elected officials and governments across the state for sign-ons, and was initiated by The Wilderness Society. [Please see this link for the letter](#), and the Town Council can sign either by filling out the google form or letting Matt Reed, HCCA's Public Lands Director, know directly.

June 20, 2016

The Honorable Sally Jewell
Secretary
U.S. Department of the Interior
1849 C Street NW
Washington, DC 20240

The Honorable Neil Kornze
Director
Bureau of Land Management
20 M St. SE, Room 2134 LM
Washington, D.C. 20003

Re: Coal Programmatic EIS Scoping

Dear Secretary Jewell and Director Kornze,

As representatives of state and local governments from across Colorado, we write to commend you for reviewing our federal coal program and taking steps to bring it into the 21st century. The guidelines governing coal mining on public lands haven't been reviewed in over a generation. Since that time, our communities have been left to deal with abandoned mines, pollution from coal development, and budget shortfalls that coal royalties could have covered.

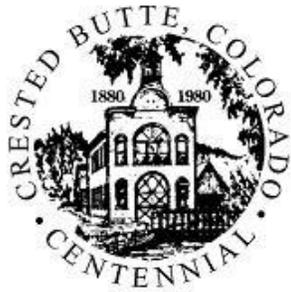
Energy development is critically important to the economy of Colorado. Coal mining has played a significant role in our state for decades, and most likely will continue to be a part of our energy landscape for years to come. But how America is getting its energy is changing. Renewable energy now accounts for more than 10% of the nation's energy, and this year natural gas provided more electricity than coal for the first time in history. As energy markets change, we must have a plan for managing our federal coal resources—and their revenues—for our communities and our nation.

As the impacts of changes in energy markets are felt in our state, we need to adapt and modernize in order to ensure a strong economy and healthy environment. As a part of the review, we suggest the Department of the Interior (DOI) outline robust guidelines that will make sure taxpayers and communities are getting a fair deal. Right now, coal is being sold well under market value, denying Coloradans billions of dollars in royalties.

However, our concern is about more than revenue, it's about the businesses and Coloradans who have contributed to our thriving \$13.2 billion outdoor recreation economy. Visitors from across the country and around the world come to see our public land. The review should ensure that mines get cleaned up, lands are returned to original conditions and any future mining does not threaten wildlife habitat, our air, and our water resources.

Thank you for taking steps to update the federal coal program. It's critically important this review delivers Colorado taxpayers and communities a fair return and protects our cherished public lands, clean air, and clean water.

Sincerely,



Staff Report

June 18, 2016

To: Mayor and Town Council

Thru: Bill Crank, Town Manager

From: Michael Yerman, Town Planner

Subject: **Appointment of Creative District Commissioner**

Background:

On January 19th the Council appointed 7 members to the Creative District Commission. Unfortunately, Theresa Hoots had to resign because she got a new job that would not allow her to attend meetings during the day. Her term expires January 1, 2017. The Creative District Commission appointed an interview committee to interview new candidates to fill her vacancy. Three candidates were interviewed for the position. Their applications are attached.

After the interviews, the committee recommended Emily Rothman to the Council to serve on the Commission.

Recommendation: A Council member make a motion to appoint Emily Rothman to serve the remainder of the term that expires January 1, 2017 to the Creative District Commission.

APPLICATION
Creative District Commission
Town of Crested Butte, Colorado

For Office use only
Length of Term _____
Date Appointed _____
Date completed _____

Name: Emily Rothman

Address: 17 Maroon Ave 2552 Crested Butte 81224
Physical PO Box City Zip

Phone: 3497022 275-6677
Home Work Cell

E-mail: emr101964@cyberod.com

How long have you lived in the Gunnison Valley? 22 years

What kind of experience do you have with the arts and creative industries?

Former professional ballet + modern dancer, dance instructor CB School of Dance
Master's Degree: Arts Administration, Dance Coordinator - CBMF
Intern - Center for Arts

What kind of experiences do you have relating to the Arts or the community that will help you in fulfilling the duties as a Creative District Commission member?

22 years member of community - familiar with several arts nonprofits,
arts professional and educator, Master's Thesis on Creative Districts and Arts ED,
Helped to write Creative District Strategic Plan

Why are you interested in being involved in the Creative District? To foster local arts

organization, artists and collaborations between local creatives
and CB Community School to supplement arts education for all
ages.

What do you feel are important issues facing the Town of Crested Butte that can be addressed through the Creative District process?

Exposure for local artists, scholarships for students to study arts,
outreach among many local resources and school,
also issue of having and studio space for artists

Identify one or two of future projects or ideas you would like the Commission to consider in the near future, and why:

an artist co-op space for local visual artists
funding for music program - instruments - at CBS
Partnerships between local music teachers, CBMF and CBS

Explain what unique skills or crafts that you will bring to the Commission:

organizational skills, writing, editing, familiarity with
best practices for non profit board governance - ability to
listen to community

Emily Rothman
Signature

May 25, 2016
Date

RETURN TO: CB Creative District 507 Maroon Ave, P.O. Box 39 Crested Butte, CO 81224
electronic applications: cbrateativedistrict@gmail.com

Holly Harmon

(301) 872-2193

103 Maroon Ave PO Box 2308
Crested Butte, CO 81224
holly.k.harmon@gmail.com

What kind of experience do you have with the arts and creative industries?

My main experiences with the arts and creative industries, until recently, has been as a consumer of the arts. I enjoy strolling through the galleries, Art's Fest, and the many non-traditional art experience that Crested Butte offers, such as finding 'Blue Rocks' with my son, the Iron Pour, the many diverse parades, the plays (and burlesque shows!), and of course the creative restaurant options.

I also recently became a museum coordinator for The Trailhead Children's Museum, and through this position am learning more about the arts and exploring my own creative freedoms within the museum.

What kind of experiences do you have relating to the Arts or the community that will help you in fulfilling the duties as a Creative District Commission member?

I believe that my view and experience as a child advocate will add a unique viewpoint to the Commission, as well as give a voice to younger citizens. I have worked for nonprofits, and served on the Gunnison-Hinsdale Early Childhood Council. I speak to families often about the arts and their children and can offer their perspectives as well as my own as a parent. Because I do not consider myself an artist, though I do enjoy dabbling in various mediums, I can bring the perspective of consumer to the Commission as well. Additionally, I grew up just outside of Washington D.C and had the privilege of going to numerous world class museums growing up. Living in a town that is able to offer accessible, arts and cultural events is something I value highly as an individual, and especially as a parent who wants to instil an appreciation of the arts into my family.

Why are you interested in being involved in the Creative District?

Simply put I'd like to give back. I have for some time been interested in a community service position, but haven't yet found one that speaks to me on the same level as this position. I also have recently adjusted my work schedule so that I can have more time for these types of community events and volunteering options. I think that the Creative District has an unusual and unique opportunity to head in numerous directions and to offer a significant impact to those who live in and visit Crested Butte, and I would like to be a part of that!

What do you feel are important issues facing the Town of Crested Butte that can be addressed through the Creative District process?

Housing the local workforce is a hot topic and important issue today, and likely in the future. The potential expansion of the Crested Butte community school, the re-location of the Trailhead Children's Museum, proper use of public lands, and the new development north of town, are just a few examples of 'issues' that could benefit from some creative, positive, and innovate thinking. While the Creative District wouldn't be responsible for any one issue, having a voice, a medium, and a means to offer innovative, creative solutions could be an ideal role of the Creative District.

Identify one or two of future projects or ideas you would like to Commission to consider in the near future, and why:



Staff Report

June 20, 2016

To: Mayor and Town Council
Thru: Bill Crank, Interim Town Manager
From: Lynelle Stanford, Town Clerk
Subject: **Restaurant/Bar Seating on Public Sidewalks**
Date: June 15, 2016

Summary:

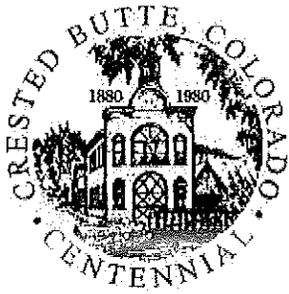
Happy Place LTD DBA Django's has applied for sidewalk seating for 2016. The application was approved the previous year, and the square footage of sidewalk seating proposed has not changed. The applicant signed the Application for Revocable License for Restaurant/Bar Seating on Public Sidewalks and agreed to abide by the terms and limitations of the license where granted.

Recommendation:

Staff recommends approving the application for Happy Place LTD DBA Django's restaurant/bar seating on public sidewalks.

Recommended Motion:

Motion to approve the application for Happy Place LTD DBA Django's restaurant/bar seating on public sidewalks.



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

Date: 6/6-2016 Square Footage: 90 Fee Paid: \$270

Business Name: Happy Place LTD DBA Django's
Owner: Christa Kate Ladoulis
Address: PO Box 1937 Block 21 Lot 22
Contact: Kate Ladoulis
Phone #: 970-306-9232 Cell # Same
E-mail address: Kate@djangos.us

Property Owner: Linda Camp Colorado LLC
Address: Crested Butte CO 81224
Phone #: NIA Cell # NIA
E-mail address: NIA

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

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

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

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

Applicant Signature and Title

6/6/2016

Date

Conditions Applicable to License

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

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

The requested licensed area must meet the following criteria.

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

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

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

The business must adhere to the following rules and regulations.

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

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

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

PERMIT APPLICATION AND REPORT OF CHANGES

CURRENT LICENSE NUMBER 4700931
ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN
LOCAL LICENSE FEE \$ 0
APPLICANT SHOULD OBTAIN A COLORADO LIQUOR & BEER CODE BOOK TO ORDER CALL (303) 370-2165

1. Applicant is a		PRESENT LICENSE NUMBER
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company		4700931
2. Name of Licensee <u>Happy Place LTD</u>	3. Trade Name <u>Django's</u>	
4. Location Address <u>209 Elk Ave</u>		
City <u>Crested Butte</u>	County <u>Gunnison</u>	ZIP <u>81204</u>

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

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

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

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

INSTRUCTION SHEET

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

Section A

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

Section B

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

Section C

Check the appropriate box in section C and proceed below.

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

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

CHANGE OF MANAGER	<p>8. Change of Manager or to Register the Manager of a Tavern or a Hotel and Restaurant liquor license.</p> <p>(a) Change of Manager (attach Individual History DR 8404-I H/R and Tavern only)</p> <p>Former manager's name _____</p> <p>New manager's name _____</p> <p>(b) Date of Employment _____</p> <p>Has manager ever managed a liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Does manager have a financial interest in any other liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, give name and location of establishment _____</p>
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MODIFY PREMISES OR ADDITION OF OPTIONAL PREMISES OR RELATED FACILITY	<p>9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility</p> <p>NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed <u>Temporary Change of Premises for Sidewalk Seating</u></p> <p>(b) If the modification is temporary, when will the proposed change:</p> <p>Start <u>May 27, 2016</u> (mo/day/year) End <u>October 15, 2016</u> (mo/day/year)</p> <p>NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?</p> <p>(If yes, explain in detail and describe any exemptions that apply) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(d) Is the proposed change in compliance with local building and zoning laws? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification.</p>
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OATH OF APPLICANT

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

Signature 	Title <u>VP</u>	Date <u>6/6/16</u>
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REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY / COUNTY)

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

Local Licensing Authority (City or County) <u>Town of Crested Butte</u>	Date filed with Local Authority <u>6-6-2016</u>
Signature _____	Title _____
_____	Date _____

REPORT OF STATE LICENSING AUTHORITY

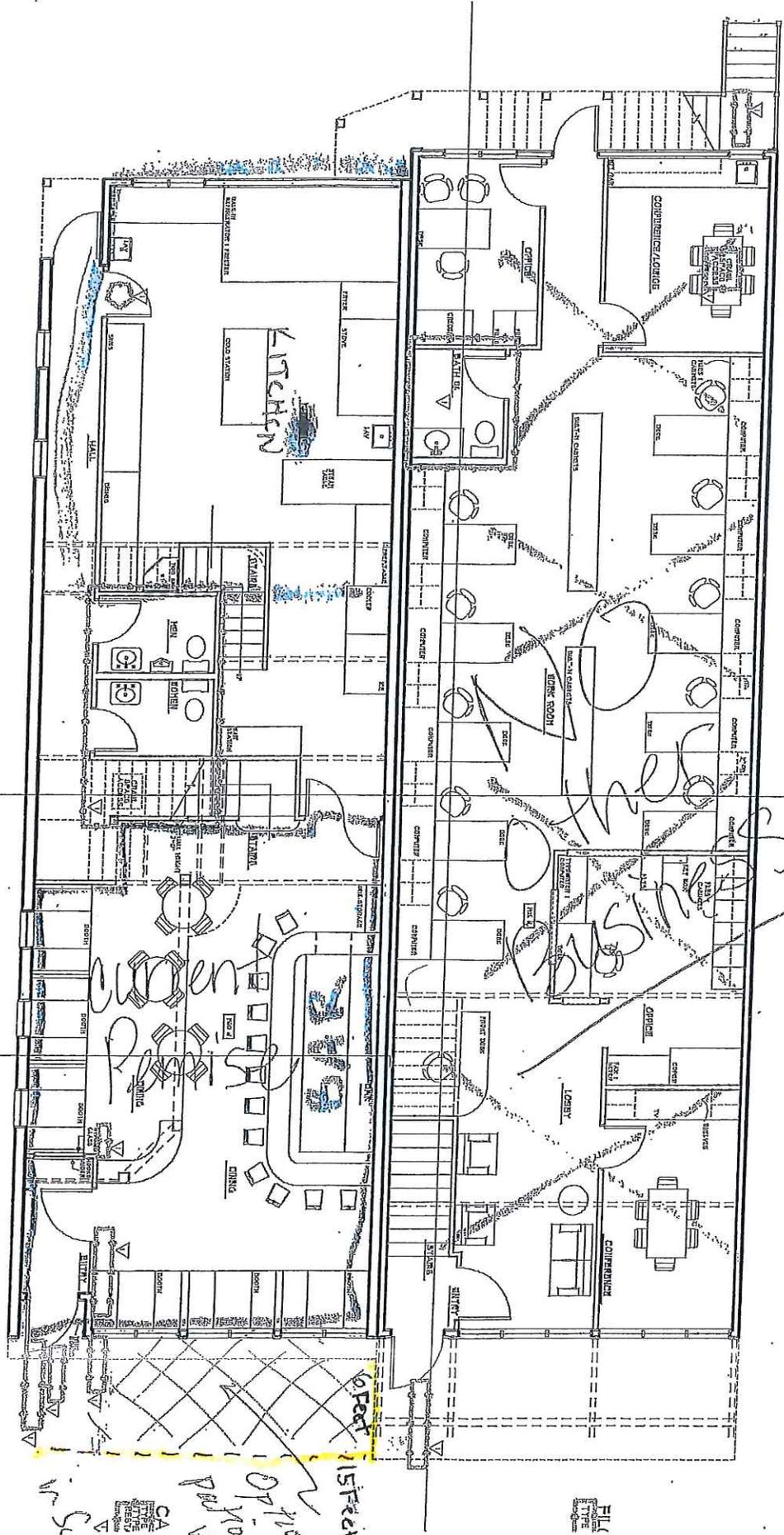
The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.

Signature _____	Title _____	Date _____
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~~CONFIDENTIAL~~

Happy Place LTD
209 Elk Avenue

1st Floor



Optional
Approx. 10' x 10'
CA Secretary
in Summer

1 FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/13/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Colorado Restaurant Insurance 430 East 7th Ave Denver CO 80203		CONTACT NAME: Samantha Elmore PHONE (A/C, No, Ext): (303) 830-2972 E-MAIL ADDRESS: selmore@corerestaurant.org FAX (A/C, No): (303) 830-2973	
INSURED Happy Place Ltd, DBA: Django's P O Box 1937 Crested Butte CO 81224		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Western Group INSURER B: Pinnacol Assurance INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1652306313 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> LIQUOR LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	FRP302905424	5/2/2016	5/2/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Liquor Liability \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		FRP302905424	5/2/2016	5/2/2017	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ HIRED/ NON-OWNED \$ 2,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N X N/A	4123834	6/1/2016	6/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: 209 Elk Ave., Crested Butte, CO, 81224

The Town of Crested Butte is included as Additional Insured.

CERTIFICATE HOLDER The Town of Crested Butte PO Box 39 Crested Butte, CO 81224	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE K Bamesberger/SAMANT

From: [Benjamin Swift](#)
To: [Chris Ladoulis](#); glennamichel@yahoo.com; [J.Schmidt](#); [Laura Mitchell](#); [R.Mason](#); [Erika Vohman](#); [Glenn Michel](#); [John Belkin](#); [Lynelle Stanford](#); [Paul and Christa Merck](#); [Paul Merck](#)
Subject: Boomerang Borrow-a-Bag Information
Date: Monday, June 13, 2016 12:05:00 PM

Dear Town Council:

Here I've included some information about what our Boomerang borrow-a-bag program will entail just to make sure that everyone is on the same page:

Dear Community:

Boomerang Bags have come to Crested Butte all the way from Australia. We are tied with Minneapolis, MN to be one of the first two cities in the U.S. to partner with this organization.

Boomerang Bags works to reduce the use of single-use bags by engaging local communities in the making of Boomerang Bags – community made using recycled materials, Boomerang Bags provide a free, fun, sustainable alternative to plastic and paper bags.

By getting involved with Boomerang Bags, Crested Butte is participating in an international movement that celebrates a local grassroots initiative, community building, and sustainability.

In order to accommodate tourists or individuals who have forgotten to bring reusable bags, Sustainable Crested Butte will be managing the Boomerang borrow-a-bag program. Bags are sewn primarily by volunteers, and then made available for customers to borrow from a store and return to participating stores or another central location. These bags will be sewn in part by Crested Butte volunteers, but we are also purchasing some of our handmade bags from Homegrown Totes in Saguache. Please contact us if you'd like to help sew, donate fabric, or donate funds to purchase bags. More information can be found at boomerangbags.org.

Additionally, it is important to keep in mind that the bag ordinance will only apply to **checkout/carryout** single-use bags.

Thank you,

Benjamin Swift and Sustainable Crested Butte

Benjamin Swift | facebook.com/BagFreeCB | Benjamin@EatSmallFish.org



From: [Candace Shepard, Victor Shepard](#)
To: [Lynelle Stanford](#)
Subject: Gravel pit for Vinotok
Date: Monday, June 13, 2016 4:43:17 PM

Dear council members,

Since way last September 2015 we have had the Town Ranch by the kiosk reserved for our son Andy's wedding which is Saturday, September 24. So of coarse the use of the gravel pit for Vinotok activities should be absolutely out of the question. Please remove that site from consideration.

Thank you. We trust reason will prevail.

Sincerely,

Vic and Candy Shepard

711 Elk

349-5677

Sent from my iPad

June 10, 2016

To the Town Council of Crested Butte, the Mayor Glenn Michel, the Mayor pro-tem, and all interested parties:

My name is Monica Dillon. My family and I have owned 609 Elk Ave. since 2010 after renting for a year on Whiterock. Some of you know us. My kids and I have acted in plays at the Mallardi; I worked as executive director for Living Journeys in 2009; my kids have gone to the community school. We love this community and made a decision to buy and renovate the historic property next to the chamber. We are a part of this community and tax paying citizens.

When I finished reading the front page article in the Crested Butte News regarding the concerns of the Vinotok Fire I felt compelled to act. As noted in the paper there are several issues with the yearly event, some complex and deserving future discussion such as hiring pyrotechnics experts, bringing in outside firefighter manpower, and of course port-a-potties.

- **However, there is one issue that has a clear and definite answer and that requires you as the town council to make a resolution and send a clear message to the Vinotok promoters *before they submit their application*, and that is MOVE THE LOCATION OF THE EVENT.**
- **You cannot ignore the risks** once they have been so clearly layed out:

Chief Marshall, Tom Martin: “from a safety point of view, *it is clearly not a good location for the fire...the chamber building is hot to the touch. Those 20 minutes after the fire is lit are pretty stressful. I’m worried the whole time.*”

Fire Chief, Ric Ems: “It is an excessive stretch of our firefighters. You are messing with fire, *so sooner or later someone is going to get burned.*” “We are doing what we can do.... You never know how far the embers are flying.”

Town Manager, Bill Crank : “The concerns have been voiced for 20 years.”

- In order to protect this tradition and the community, **common sense dictates you act now**. Do not get caught up in the confusion of the issues such as making the fire smaller. As stated by councilwoman Laura Mitchell, “[t]he fire always gets small for a time after these discussions and then gets big again.”

You cannot in good conscience allow this fire to continue in its present location. The town council should send a clear message to the Vinotok promoters “**come to us with a new location for the fire or we will deny your application**”. Anything

short of such a resolution endangers not only your neighbors, your town's children, and their property, but the town coffers and the Vinotok tradition itself.

- **“With the town allowing the event, people will quickly look to the town if something bad happens,”** says Bill Crank. I can only add something bad happens every year. The homeowners in the area of the fire tense up and prepare to battle the embers and the crowd that is not polite or prone to respect people's property lines. We have had dangerously intoxicated people stumble onto our porch and sit on our cars, unaware of where or who they are. We have scared children. We have gone to bed concerned with the state of the fire, knowing that an ember could still be hidden and a fire could break out in the night.
- The **current location for the fire is not only negligent but reckless**, as seen by Tom Martin's stories of how visiting law enforcement officers witnessing the scene could not believe it was allowed.
- There is **no risk of Vinotok leaving for another community** as a result of the council's demand that the event be moved to a safer location—**NO OTHER COMMUNITY WOULD ALLOW IT!**

I appreciate the town council's time that is devoted every year in attempting to keep the fire at Vinotok a safe experience for all. I realize that moving the location of the fire will not eliminate all the issues surrounding the event. However the re-location of the event is the **obvious, required, first step** in keeping this tradition safe and going strong into the future. Please step up, clear up the confusion, and inform the event planners to come to you with a different, safer location for the fire THIS YEAR before approving the application.

Thank you for protecting this community! If you have any questions or want to visit “ground zero” (my porch) feel free to contact me.

Sincerely,

Monica Dillon
609 Elk Ave.
970-901-8653

July 5, 2016

Work Session

None

Consent Agenda

Crested Butte Arts Festival Closing Elk Avenue from the 200 Block to the Mid-500 Block from August 5 to August 7, 2016.

New Business

Future Work Session Items:

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