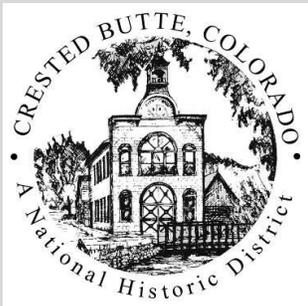


**AGENDA**  
**Town of Crested Butte**  
**Regular Town Council Meeting**  
**Monday, June 4, 2018**  
**Council Chambers, Crested Butte Town Hall**



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

**Town Council Values**

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

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

**6:00 WORK SESSION**

1) Update from The Center for the Arts on Construction Progress and Fundraising.

**6:30** 2) Review of the Community Survey Questions and Process.

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

**7:02 APPROVAL OF AGENDA**

**7:04 CONSENT AGENDA**

1) May 21, 2018 Regular Town Council Meeting Minutes.

2) Bridges of the Butte 24-Hour Townie Tour Special Event Application for June 23-24, 2018.

3) Crested Butte Bike Week Special Event Application for June 21-24, 2018 and Special Event Liquor Permits for June 22-24, 2018.

4) Tri-State Corvair Display Special Event Application for a Car Show on June 9, 2018.

5) Alpenglow Special Event Application and Special Event Liquor Permit for Mondays from June 18 - August 13, 2018.

6) Restaurant/Bar Seating on Public Sidewalks for Happy Place LTD DBA Django's Located at 209 Elk Avenue.

7) Appointment of Two Commissioners to the Crested Butte Creative District.

*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 PROCLAMATION IN HONOR OF DAVE OCHS**

**7:10 PUBLIC COMMENT**

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

**7:15 STAFF UPDATES**

**7:20 PUBLIC HEARING**

1) Ordinance No. 15, Series 2018 - An Ordinance of the Crested Butte Town Council Authorizing the Release of Land Use Conditions and Restrictive Covenants.

**7:30** 2) Transfer of the Soupcon Hotel and Restaurant Liquor License Located at 127A Elk Avenue from J&A Cuisine Inc to Fatdog LLC.

**7:40 NEW BUSINESS**

1) Community Grant Funding Recommendations.

**7:50** 2) Appeal by Laura Silva on Behalf of Colorado Jazz Musicians Festival for the Use of Town Park for an Event on September 8 - 9, 2018.

**8:05** 3) Bid Award for Wildcat Creek Waterline Stabilization Project.

**8:15** 4) Update on the Process and Stages for Fire Restrictions.

**8:25** 5) Introduction of Standard Sales Tax Definitions.

**8:40** 6) Ordinance No. 16, Series 2018 - An Ordinance of the Crested Butte Town Council Amending Chapter 16, Article 15 of the Crested Butte Municipal Code to Include New Regulations for the Removal of Trees.

**8:50** 7) Ordinance No. 18, Series 2018 - An Ordinance of the Crested Butte Town Council Approving the Lease of a Portion of the Property at 716 Elk Avenue to High Country Conservation Advocates.

**8:55** 8) Ordinance No. 19, Series 2018 - An Ordinance Amending Chapter 6, Article 4 of the Crested Butte Municipal Code to Include Regulations for Merchandise Trucks.

**9:10** **LEGAL MATTERS**

**9:15** **COUNCIL REPORTS AND COMMITTEE UPDATES**

**9:30** **OTHER BUSINESS TO COME BEFORE THE COUNCIL**

**9:40** **DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE**

- Monday, June 18, 2018 - 7:00PM Regular Council
- Monday, July 2, 2018 - 7:00PM Regular Council
- Monday, July 16, 2018 - 7:00PM Regular Council

**9:45** **EXECUTIVE SESSION**

For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e) regarding Slate River Annexation.

**10:35** **ADJOURNMENT**



## Staff Report

### June 4, 2018

**To:** Mayor Schmidt and Town Council  
**Thru:** Dara MacDonald, Town Manager  
**From:** Bob Nevins, Town Planner  
**Subject:** Community Survey 2018-Update of Questionnaire  
**Date:** June 4, 2018

**Purpose:** The Crested Butte Community Survey (CBCS) is an annual survey that provides vital information about our town and its citizens. Information from the survey generates data that assists Town Council and other organizations to more clearly identify critical issues and determine how to effectively allocate staff and funding resources each year to address those various needs and challenges facing the community.

**Background:** A draft questionnaire was presented to Town Council at a work session on May 21, 2018. Several of the question choices have been revised in response to Council's direction. Additionally, the survey has been expanded to encourage participation from residents throughout the Valley and Colorado, including visitors. While the Community Survey is focused on gaining insights from our residents and employees, it is also important to see our Town is viewed by our guests.

**Process:** The Survey is the first step in the planning process, it is a Community Inventory, a gathering of information about residents' "feelings, values and perceptions" concerning Crested Butte now and into the future.

A Draft Community Survey was prepared and posted on Survey Monkey. It was initially sent out to members of Town Council, BOZAR and Creative District and we received 13 responses.

At this work session, we would like to review the revised questionnaire and make any final revisions and/or additions to the Survey.

The Final Survey will then be re-posted on Survey Monkey for a majority of the Summer Season (June-August). Public outreach will include: Survey link posted on the Town website; display ads in the CB News; Public Service Ads (PSAs) on KBUT; and Mailings.

#### Next Steps:

Staff will be working on drafting the outline of the Community Plan. In September, Staff will review the Survey results to determine:

- Current demographics in town;
- Current housing situation in town; and
- Community challenges, ranked in order of importance.



7. What best describes your employment status?
- Self-employed
  - Employed year-round
  - Employed seasonally
  - Multiple jobs
  - Telecommuter
  - Unemployed/seeking employment
  - Retired
  - Visitor
  - Other (please explain): \_\_\_\_\_
8. In what type of housing are you currently residing?
- Single-family house
  - Duplex
  - Condominium/apartment
  - Mobile home
  - Caretaker/employer unit
  - Accessory dwelling unit
  - Motel/lodge/bed n breakfast
  - Vacation rental/VBRO
  - RV/travel trailer
  - Camping
  - Staying with family/friends
  - Other (please explain): \_\_\_\_\_
9. At your current residence, do you:
- Own
  - Rent with a year lease
  - Rent with a 6-month or less lease
  - Not a resident, I am visiting
  - Other (please explain): \_\_\_\_\_
10. What do you think are the greatest local challenges that the Town of Crested Butte is facing now and in the future (please select your top 3):
- Lack of workforce and/or attainable housing
  - Preserving historic character of the Town of Crested Butte
  - Preserving open space and land conservation
  - Increased traffic congestion and parking problems
  - Changing demographics/values
  - Increased tourism
  - Impacts of climate change and other environmental factors
  - Increased development outside of the Town of Crested Butte
  - Providing opportunities for career advancement and living wages
  - Maintaining quality of life; balance between being a community and a resort
  - Affordability/cost-of-living
  - Second homes/vacation rentals
  - Exceeding the carrying-capacity of the Town of Crested Butte and North Valley
  - Other (please explain): \_\_\_\_\_
11. Which statement best represents your opinion on managing new development within the Town of Crested Butte?
- The Town should be more involved in regulating new developments
  - The Town should be less involved in regulating new developments
  - The Town should maintain the same level of regulation that exists today
  - The public review process should be expanded to allow for more public input on new development
  - No regulation/allow unregulated development

12. Do believe that the Town of Crested Butte should cooperate with Mt. Crested Butte, Gunnison and Gunnison County in seeking collaborative solutions to regional and local issues?  
 Yes       No       Not sure
13. What should the Town's priority be regarding economic development (please select your top 2)?  
 Supporting existing businesses in Town  
 Recruit employers that are compatible/complementary and offer year-round employment  
 Encourage additional winter tourism  
 Encourage additional summer tourism  
 Encourage shoulder/off-season tourism  
 Promote special events that are more oriented towards a regional or national audience  
 Seek non-profit, research and/or educational groups to locate in Town  
 Diversifying from a tourist-based economy to a broader year-round mixed economy  
 Not the role of local government  
 Other (please explain): \_\_\_\_\_
14. Please pick the most important ways the Town should focus its limited resources in providing affordable housing. (please select your top 2):  
 New deed restricted homes for Ownership  
 New deed restricted Rentals  
 Subsidizing infrastructure costs to keep building prices down  
 Administration of deed restrictions and regulations  
 Acquiring land for new affordable housing developments  
 Acquiring existing properties and deed restricting them to rentals or for sale  
 Home ownership education/training  
 Allowing increased density within the Town of Crested Butte  
 Encouraging use of second floor space in the Commercial District as long-term rental apartments  
 Other (please explain): \_\_\_\_\_
15. Do you feel that traffic congestion and limited parking in Town are problems?  
 Yes, it is a problem year-round except during the off-seasons  
 Sometimes, mostly in summer  
 Sometimes, mostly in winter  
 No, it is not a problem
16. If you think traffic and parking are problems, what are your preferred solutions (please select your top 2):  
 Create more public parking lots in town  
 Require more on-site parking for new development  
 Provide in-town shuttle service  
 Install additional pedestrian/bicycle infrastructure  
 Complete the street-grid with vehicle bridges across Coal Creek to the Upper Westside of town  
 Construct a multi-story public parking garage in town  
 Develop an intercept parking lot near town with public transit service  
 Implement a parking management program that may include paid parking downtown and employee/resident permits  
 Change user behavior instead of investing in new capital improvement projects  
 Allow electric golf carts on public streets  
 Expand bus service  
 Install bike share stations and covered bike storage areas in town  
 Other (please explain): \_\_\_\_\_

17. What do you think should be the primary roles of the Creative District in town? (please select your top 2):
- Advocates for public art
  - Promotes and markets local “Creatives”
  - Provides business development and education for “Creatives”
  - Creates hubs and clusters of economic activity
  - Promotes Crested Butte’s unique identity
  - Develops programs and education for youth
  - Enhances the area as an appealing place to live, conduct business and attract visitors
  - Provides grant funding for public art projects and performances
  - Not sure, need more information
18. What actions do you personally take to reduce your carbon footprint and to promote environmental stewardship? (please select all that apply)
- Recycle
  - Shop Local
  - Reduce fuel use by taking the bus, walking or biking to work
  - Backyard vegetable gardening
  - Practice water conservation
  - Install energy efficient appliances and light bulbs
  - Install or purchase solar panels
  - Purchase green energy from GCEA
  - Volunteer with local nonprofits that promote environmental stewardship.
  - Shop with re-usable bags
  - Not an important issue for me
  - Other (please explain): \_\_\_\_\_
19. What do you like most about living in Crested Butte (please select your top 2)?
- |  |   |
|--|---|
| <input type="checkbox"/> Small town feel                 | <input type="checkbox"/> Downtown, variety of shops, restaurants/bars |
| <input type="checkbox"/> Mountain environment            | <input type="checkbox"/> Arts and Culture                             |
| <input type="checkbox"/> Friends/social events           | <input type="checkbox"/> Job/volunteer opportunities                  |
| <input type="checkbox"/> Walkable/bikeable community     | <input type="checkbox"/> Outdoor recreation                           |
| <input type="checkbox"/> Funkiness/colorful/crazy people | <input type="checkbox"/> It’s the “Last great Colorado ski town”      |
| <input type="checkbox"/> Good place for families         | <input type="checkbox"/> Historic character                           |
| <input type="checkbox"/> Supportive/caring community     | <input type="checkbox"/> Other (please explain): _____                |
20. Do you believe that the Town of Crested Butte’s values and goals are moving the community in a positive direction?
- Strongly agree       Agree       Not sure       Disagree
21. Do you have any other comments that you would like to make concerning how you feel about the Town of Crested Butte?

**MINUTES**  
**Town of Crested Butte**  
**Regular Town Council Meeting**  
**Monday, May 21, 2018**  
**Council Chambers, Crested Butte Town Hall**

Mayor Schmidt called the meeting to order at 7:05PM.

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

Staff Present: Town Manager Dara MacDonald, Town Attorney John Sullivan, and Town Clerk Lynelle Stanford

Community Development Director Michael Yerman, Finance Director Rob Zillioux, Parks and Recreation Director Janna Hansen, and Public Works Director Rodney Due (for part of the meeting)

Schmidt reviewed information on the community survey discussed during the Work Session.

**APPROVAL OF AGENDA**

Stanford asked that #2 be removed from the Consent Agenda and #5 from Consent Agenda be moved to New Business. Haver moved #4 from the Consent Agenda to New Business.

Mitchell moved and Merck seconded a motion to approve the agenda with the changes of removing Bridges of the Butte and moving items #4 and #5 to New Business. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

**CONSENT AGENDA**

- 1) May 7, 2018 Regular Town Council Meeting Minutes.**
- 2) Bridges of the Butte 24-Hour Townie Tour Special Event Application for June 23-24, 2018.**
- 3) Crested Butte Arts Festival Special Event Application and Special Event Liquor Permit for August 3-5, 2018.**
- 4) The ARTumn Festival Special Event Application for September 15-16, 2018.**
- 5) Award Public Works Perimeter Fencing Project.**

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

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

Schmidt read and signed the proclamation.

**PUBLIC COMMENT**

John Murphy - Riverland Industrial Park

- Had an unfortunate experience with the Town on the wayfinding sign project. He was notified he won, and then he received a call they went with the lowest bid, rather than his.
- He described the three designs requested and how he submitted his proposal.
- He was told the reason he didn't get the job was because his was 5% more than the lowest bid.
- He was excited to leave his mark on Town. It was a shame the project was outsourced out of Town without the proper knowledge and research.
- MacDonald explained how the miscommunication occurred.

**STAFF UPDATES**

Schmidt referred to the report from MacDonald included in the packet. She suggested a list of items for the Council to discuss under Other Business: the agenda for the joint intergovernmental meeting; the meeting after CAST with Steamboat and Durango; and start times for meetings once Alpenglow was underway.

Janna Hansen

- Circulated the sign-up sheet for the Town picnic.
- Announced that the Governor would be coming to the I Bar Ranch.
- Softball would start on June 5<sup>th</sup>.

Schmidt asked about the school's traffic study. He moved the discussion to Other Business. Cowherd questioned the unsafe conditions that existed at the track. He also wondered about a tool being used at the dump clean-up site. Haver asked about the Marshal's Office training at the school.

**PUBLIC HEARING**

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

Schmidt read the title of the ordinance. Due identified the only change to the ordinance was to the term, days of the week, as directed by the Council. He presented an example

of a sign to the Council. There was a short discussion on the new winter parking regulations. Haver was concerned about the change to the rules with refuse containers. He learned Waste Management had concerns with messes caused by animals when trash and recycling were left out overnight, and he was now comfortable with the current ordinance. Schmidt confirmed proper public notice had been given. Dujardin brought up the hours that parking was allowed on Elk Avenue. MacDonald acknowledged the current regulations had been working.

Harvey Castro - 712 ½ Maroon

- Stated that he was in favor of the ordinance.
- He recognized they needed to identify the trashcans that belonged to vacation rental units. As part of short-term rental rules, the unit number should appear on the trashcan.
- Trashcans were being put out early.

Merck suggested that trashcans be allowed out to a later time in the evening. Mitchell suggested 10PM, to match the parking regulations. Merck reiterated that the time frame that trashcans be allowed on the curb should be from 6AM to 10PM.

Mitchell moved and Dujardin seconded a motion with the amendment to change the wording in Section A. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

Next, there was a discussion, initiated by a member of the public, concerning the winter parking regulations beginning at 10PM. Due stated they were trying to reduce the number of parking tickets.

Dujardin moved and Merck seconded a motion to approve Ordinance No. 12, Series 2018. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

**2) Ordinance No. 13, Series 2018 - An Ordinance of the Crested Butte Town Council Approving the Lease of the Property at 409 Second Street to the Gunnison Valley Regional Housing Authority.**

Schmidt read the title of the ordinance. MacDonald stated there were no changes from the last meeting. Schmidt confirmed proper public notice was given. There was no one present who wanted to comment.

Merck moved and Mitchell seconded a motion to pass Ordinance No. 13, Series 2018. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

**3) Ordinance No. 14, Series 2018 - An Ordinance of the Crested Butte Town Council Authorizing the Sale of Town-Owned Property Legally Described as Lot 17, Block 79, Paradise Park Subdivision, Town of Crested Butte, County of Gunnison, State of Colorado to Carson West and Sasha Chudacoff for the Sale Price of \$45,000.00.**

Schmidt read the title of the ordinance, and he confirmed proper public notice had been given. Carson West thanked the Council.

Merck moved and Dujardin seconded a motion to pass Ordinance No. 14, Series 2018. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

## **NEW BUSINESS**

### **1) 1<sup>st</sup> Quarter Results and Budget Update.**

Zillioux summarized that revenue was ahead of budget, and expenses were below budget. He reported on business categories and specified changes. He reviewed the sewer and water fund, capital fund, and the street and alley fund. He declared that Town had strong reserves. Cowherd asked about savings in snow removal. Zillioux agreed Town saved money on snow.

### **2) The ARTumn Festival Special Event Application for September 15-16, 2018.**

Haver recognized ARTumn was an event that came to Town, didn’t include local artists, and then moved on. He questioned if the event was pulling away from the local artists. He didn’t believe that it brought tourism to Town, and it seemed the event was taking a weekend that local artists could be at that location. It was a small example for a larger question. He wondered if Town wanted to be a venue. Mitchell understood what Haver was saying. Schmidt identified the Arts Festival brought in artists from out of town. Haver thought it was worth considering down the road. Mitchell suggested they should see if there was a financial benefit and what work the Town contributed to the event. Cowherd understood Haver’s concerns. He thought they should keep an eye on it, but he didn’t see a problem.

Harry Woods - 127 Luisa Lane

- He agreed with Haver.
- He felt no one knew these people or where they were from. He didn’t think the event would bring people to Town.
- The level of the artwork didn’t seem to be what was normally offered in Town.

Haver would vote to approve the event this year, but he would vote against it next year. Cowherd would observe the event this year.

Mitchell moved and Merck seconded a motion to approve the ARTumn Festival special event application for September 15 - 16, 2018. A roll call vote was taken with all voting, “Yes,” except Schmidt voted, “No.” **Motion passed.**

### **3) Award Public Works Perimeter Fencing Project.**

Due explained he transposed numbers in his staff report. He described the area encompassed by the fence and the gates that would access the area.

Haver moved and Mitchell seconded a motion to award a construction contract for the Public Works Perimeter Fencing Project to Kaylor Fencing at a cost of \$81,390.00 not to exceed \$89,500.00, and authorizing the Town Manager to enter into a contract between the Town of Crested Butte and Kaylor Fencing. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

**4) Award Contract for the Construction of Four Deed Restricted Duplexes in Blocks 77 and Block 79 to High Mountain Concepts, LLC and Authorizing the Expenditure of \$2,062,500.00 from General Fund Reserves.**

Yerman reviewed the agenda item and explained that it related to the four duplexes that would be built this year. He explained costs that made up the budget. Schmidt confirmed one duplex would be sold to the school district. Yerman stated there would be four units offered for sale.

Merck moved and Haver seconded a motion to approve the budget amendment for the expenditure of \$2,062,500.00 for the construction of 4 duplexes with \$520,000 from the Affordable Housing Fund and the balance from General Fund Reserve. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

Merck moved and Mitchell seconded a motion to approve the construction agreement with High Mountain Concepts LLC. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

**5) Ordinance No. 15, Series 2018 - An Ordinance of the Crested Butte Town Council Authorizing the Release of Land Use Conditions and Restrictive Covenants.**

Yerman explained the situation that caused the need to release and the need for a new restrictive covenant. Schmidt confirmed BOZAR approved the request.

Mitchell moved and Merck seconded a motion to set Ordinance No. 15, Series 2018 for public hearing at the June 4<sup>th</sup> meeting. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

**6) Discussion on Retail Truck for Merchandise Vending and Possible Changes for Food Truck Vending.**

Stanford summarized Wright’s request for the Council and what was currently allowed in the Code for merchandise vending. She reviewed what other ski towns allowed. None contemplated retail trucks. Aspen was the only other town that allowed food truck vending. Merck cited an email from a citizen in opposition. Yerman elaborated that trucks should not be permitted in a required parking space; most businesses on Elk Avenue did not have adequate parking. Dujardin recalled areas for vending they contemplated at the last meeting. Cowherd recognized it was important that they were not on Elk Avenue. MacDonald said the area for farmers market vending was public property that could be considered.

Schmidt was not inclined to allow a merchandise truck. He confirmed with the Council that four of them were in favor of allowing a retail truck. He acknowledged the Council would be expanding the definition of merchandise vending to add a truck. He thought it was a good idea to make sure the sidewalks were unimpeded. Schmidt asked the Council if they wanted to allow a retail truck on public property. Mitchell was comfortable with the 4 Way. The questions identified by Haver were: 1) How many carts or trucks would be allowed? 2) Would they stay on private property? and 3) Would they be allowed on public property and where? Wright asked the Council to consider the area around Big Mine. Hansen said that special events used parking at Big Mine. She asked if the Council wanted to allow vending to happen in parking spaces at all. Mitchell thought it was okay at Big Mine, except during special events. Dujardin was okay with the Big Mine area, and so was Merck. MacDonald added that vending would not work at Big Mine during the winter.

Schmidt reviewed the direction from Council. They would consider allowing a truck, by adding it to the definition of merchandise cart and booth. They wanted to allow only two merchandise carts, booths, or trucks. They would consider expanding into private property, or vending could take place in the designated zone at the 4 Way and at Big Mine, other than during special events, and only during the calendar dates from Memorial weekend to the end of September. The size limit would be the same as it is for food trucks.

A request for variations from the Code regarding food trucks, requested by Fletcher Haver, was discussed. It had been suggested that food trucks be allowed to serve from construction sites, excluding on Elk Avenue. Schmidt didn't have a problem with a food truck at construction sites. Yerman suggested a time limit of 45 minutes to an hour for staying at one location. Schmidt polled the Council and asked if there were four people who wanted to make the food truck regulations more liberal. Chris Haver wanted to see a business plan to respond to, rather than changing now. Cowherd agreed. Schmidt agreed he was fine leaving it the way it was. The Council agreed they would not change food truck regulations at this time.

## **7) Appointments to Colorado Communities for Climate Action.**

Schmidt and Dujardin volunteered to serve on the Steering Committee. Mitchell volunteered to be on the Policy Committee.

Merck moved and Mitchell seconded a motion to appoint Will, Jim, and Laura to participate on Colorado Communities for Climate Action. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

## **LEGAL MATTERS**

Sullivan explained they were awaiting a reply to counterclaim from The Heights homeowners. When asked by Schmidt, he did not advise the Council to have

conversations with the plaintiffs in the lawsuit. They already discussed early mediation in the case.

## **COUNCIL REPORTS AND COMMITTEE UPDATES**

Will Dujardin

- He would be going to Lake City, and he would attend the Energy Action Plan update tomorrow.

Chris Haver

- Attended STOR Committee meeting. Western State would be offering an Outdoor Industry MBA. They discussed a pilot program, for a starting point, in the Slate Valley and Peanut Lake area. The STOR Committee would be working with the Forest Service to come up with a long-term plan. They discussed informational signs and information online about camping. RMBL presented on their campus expansion.
- Attended Chamber meeting. There was an audit coming up. The Oh Be Joyful race was still on. The economic forecast would consist of videos and a write up, and then there would be an event in October.

Paul Merck

- Attended Center for the Arts meeting. They talked about fund raising efforts. They elected a new president. They were open to what it cost to put on an event, and they were looking at events to attract locals.
- Went to a conference in Breckenridge. They talked about sustainable tourism. There were more people, in general, that were visiting.
- The state track meet was a good event. The kids did well.

Laura Mitchell

- Attended Scenic Byways meeting in Delta. There is a Scenic Byways display at DIA. They were grinding through housekeeping.
- Mountain Express was dealing with the shop they were trying to build. What was reflected in the new drawings wouldn't fit in the designated area. The flower bus would come online soon. She helped with Town clean-up, and the turn-out was good.

Jim Schmidt

- He attended a Cemetery Committee meeting. They planned the Memorial Day service and lined up the budget to fix up gravestones.
- There was a housing meeting on the 9<sup>th</sup>. There would be a presentation to the Council on the ballot initiative.
- Anthracite Place was full. There was a waiting list.
- He and MacDonald sat down with Chamber Director, Ashley Upchurch. He would be doing the video for the economic forecast.
- He went to talk to the people from the ICElab as a follow up.

### **OTHER BUSINESS TO COME BEFORE THE COUNCIL**

Schmidt brought up the school and their traffic study. He asked if the Council agreed to contribute \$10K for an enhanced traffic study. MacDonald explained there were budgeted funds, meant to design the roundabout and turn lane off the highway, which could be used to cooperate with the school. The Council agreed.

Next, Schmidt brought up topics to be discussed at the joint intergovernmental meeting. Schmidt suggested MacDonald propose the ideas to the other entities. Dujardin asked about affordable housing. MacDonald recognized they could discuss the ballot measure. Dujardin wanted to see commissioners attend QQ meetings.

Schmidt mentioned Alpenglow and affirmed he supported pushing meetings to 7PM. Dujardin agreed with Schmidt. The Council decided to start meetings at 7PM in the summer for Alpenglow.

Schmidt would attend the CAST meeting and the joint meeting with Steamboat Springs and Durango. MacDonald explained how the joint meeting came to be. It was an informal opportunity for the communities to get together. MacDonald reminded the CAST meeting in August would be in Mt. Crested Butte.

### **DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE**

- Monday, June 4, 2018 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, June 18, 2018 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, July 2, 2018 - 6:00PM Work Session - 7:00PM Regular Council

Schmidt confirmed Alpenglow would start on June 18<sup>th</sup>, and the meetings would begin at 7PM.

### **ADJOURNMENT**

Mayor Schmidt adjourned the meeting at 9:27PM.

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James A. Schmidt, Mayor

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Lynelle Stanford, Town Clerk (SEAL)



## Staff Report

June 4, 2018

**To:** Mayor and Town Council  
**Thru:** Dara MacDonald, Town Manager  
**From:** Lynelle Stanford, Town Clerk  
**Subject:** **Bridges of the Butte 24-Hour Townie Tour Special Event Application**  
**Date:** May 15, 2018

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### Summary:

Nicole Swaggerty and Emily Girdwood submitted the application for Bridges of the Butte 24-Hour Townie Tour on behalf of Adaptive Sports Center of Crested Butte, Inc. The Townie Tour is proposed for Saturday, June 23<sup>rd</sup> starting at Noon to Sunday, June 24<sup>th</sup> ending at Noon. The liquor permit for the premises in Town Park will be held by the Crested Butte/Mt. Crested Butte Chamber of Commerce in conjunction with Bike Week and Big Mountain Enduro. Set up would begin on Saturday at 8:00AM, and take down would be completed by 5PM on Sunday. The base camp is proposed to be located at the Town Park soccer fields. The post-event award party would also take place at base camp.

The applicants have not requested road closures; however, they requested as a part of their safety plan, that parking be prohibited on the south side of Elk Avenue from 3<sup>rd</sup> Street to 5<sup>th</sup> Street. The parking closure would become effective beginning first thing in the morning on Saturday to about 2PM on Sunday. A diagram illustrating the proposed route is included in the packet.

### Recommendation:

Approve the Bridges of the Butte 24-Hour Townie Tour special event application as part of the Consent Agenda.



## TOWN OF CRESTED BUTTE SPECIAL EVENT APPLICATION

### 1. EVENT INFORMATION:

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

Date(s) of Event: June 23 - 24, 2018

Location(s) of Event: The base camp for the event at the Town Park soccer fields & the Center for the Arts.  
outdoor stage/pavilion. Please see the attached map and diagram of the event for full event location details.

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

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

Event Schedule and Description of Event Attached

Name of Organization Holding the Event ("Permittee"): Disabled Sports USA, INC.  
Adaptive Sports Center of Crested Butte, Inc.

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

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

Date	<u>Saturday, June 23, 2018</u>	Time: From	<u>12:00 pm</u>	To	<u>11:59 pm</u>
Date	<u>Sunday, June 24, 2018</u>	Time: From	<u>12:00 am</u>	To	<u>3:00 pm</u>
Date	_____	Time: From	_____	To	_____
Date	_____	Time: From	_____	To	_____

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

Date	<u>Saturday, June 23, 2018</u>	Time: From	<u>8:00 am</u>	To	<u>--</u>
Date	<u>Sunday, June 24, 2018</u>	Time: From	<u>--</u>	To	<u>5:00 pm</u>
Date	_____	Time: From	_____	To	_____
Date	_____	Time: From	_____	To	_____

Expected Numbers: Participants: 300 Spectators: 50

Name of Event Organizer: Nicole Swaggerty

Phone: 970-349-5075 Cell Phone: 720-469-6700

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

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

Phone: 970-349-5075 Cell Phone: 720-425-0068 E-Mail: emily@adaptivesports.org

Mailing Address of Organization Holding the Event: PO Box 1639, Crested Butte CO 81224

Email Address of Organization: office@adaptivesports.org Phone Number: 970-349-5075

2. INSURANCE, LIQUOR PERMITS, SECURITY PLANS:

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

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

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

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

Our goal is to have a safe, fun, and family-friendly event. To ensure we accomplish this goal, we will have trained

volunteers stationed along the route, at base camp, and at key intersections throughout the 24-hour event.

We will work pro-actively with the Marshal's Department during the late-night/early morning hours, and organize lead riders to monitor participants exhibiting unwanted behavior. See attached Safety Plan for additional details.

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

Is Proof of Insurance Attached?  Yes  No

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

Will Your Event Require Any Road Closures?  Yes  No

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

Streets: \_\_\_\_\_ Date \_\_\_\_\_ Time: From \_\_\_\_\_ To \_\_\_\_\_

Streets: \_\_\_\_\_ Date \_\_\_\_\_ Time: From \_\_\_\_\_ To \_\_\_\_\_

Streets: \_\_\_\_\_ Date \_\_\_\_\_ Time: From \_\_\_\_\_ To \_\_\_\_\_

Streets: \_\_\_\_\_ Date \_\_\_\_\_ Time: From \_\_\_\_\_ To \_\_\_\_\_

Streets: \_\_\_\_\_ Date \_\_\_\_\_ Time: From \_\_\_\_\_ To \_\_\_\_\_

Streets: \_\_\_\_\_ Date \_\_\_\_\_ Time: From \_\_\_\_\_ To \_\_\_\_\_

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

If Yes, Explain Impact (include times): To ensure our course does not impact the Mt. Express Bus Service,

we will reach out to Chris by March 1, 2018 to discuss any areas of concern and determine best solutions.

Will Your Event Affect Any Handicapped Parking Spaces?  Yes  No

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

Describe Plan for Parking: As a bike event, a majority of participants will be riding their bikes to the event.

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

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

Please see attachment.

Does Your Event Include a Parade?  Yes  No

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

N/A

Signature of Event Coordinator

**4. AMPLIFIED SOUND AND NOTIFICATION:**

Will There Be Amplified Sound at This Event?  Yes  No

If Yes, Describe: Please see attachment.

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

Describe Plan for Notifying Businesses and Residents Impacted by Your Event: We will walk along the entire route and inform neighbors and businesses of the upcoming event. If no one is available, a flyer with the event coordinator's contact information will be left at the residence/business.

**5. TRASH, RECYCLING, PORTABLE TOILETS AND RESTROOMS:**

How much trash do you anticipate generating at the event? (2) 90-gallon trash bins

What recyclable products will be generated at the event? Paper, aluminum cans, plastic cups, and bike tubes.

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

We will obtain (2) 90-gallon trash bins with secureable lids from Waste Management, which will be stationed at the base camp area. There will also be a recycling station available at base camp and will have assorted bins for easy sorting and transfer. Clear signage will be made to maximize recycling and keep waste well-maintained.

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

We will utilize the restroom facilities at the park.

**6. SALES TAX:**

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

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

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

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

**Town of Crested Butte Sales Tax Application is Attached.**

**List of Vendors with your Crested Butte Sales Tax Application.**

**7. BANNER PERMITS:**

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

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

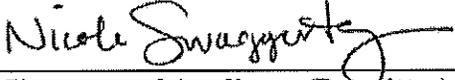
**Town Manager Approval:** 

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

## 8. PLEASE REVIEW, SIGN, AND DATE:

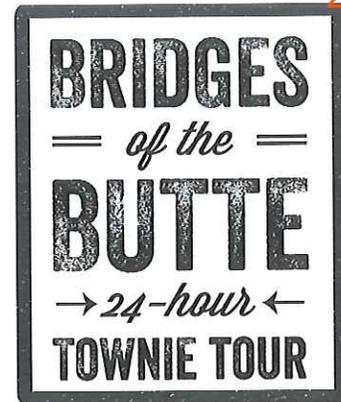
In consideration for being permitted by the Town to engage in the permitted event, the Permittee, its heirs, successors, executors, assigns, transferees, employees, officers, directors, members, managers, representatives, contractors, subcontractors, agents, assigns, guests and invitees (collectively,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

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

Nicole Swaggerty		12/08/2017
<b>Print Name Clearly</b>	<b>Signature of Applicant (Permittee)</b>	<b>Date</b>

December 20, 2017

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



Dear Friends at the Town of Crested Butte,

Thank you for your amazing support of the Adaptive Sports Center! I am writing today in reference to the special event permit for the Adaptive Sports Center's 14<sup>th</sup> Annual Bridges of the Butte 24-Hour Townie Tour (BOB). This fun and unique event raises funds for the ASC by completing laps through the town of Crested Butte to earn pledges. All ages are encouraged to participate and riders can enter as individuals, riding for all 24-hours, or as a team. The 2018 Bridges of the Butte 24-Hour Townie Tour will take place on June 23 – 24, 2018 from 12 p.m. - 12 p.m.

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

Crested Butte is the birthplace of mountain biking and continues to be a recognized biking capital of the United States. The Bridges of Butte fundraiser enhances the biking experience by celebrating the passion of Butties and visitors. In addition, it is well aligned with the Crested Butte Bike Week in 2018. For the past 4 years, we filled the event with 300 riders and we plan to fill the event again this year. Over a third of riders plan their trip to Crested Butte around Bridges of the Butte.

Thank you so much for your time and consideration, I look forward to working with you. Please feel free to contact me at (970) 349-5075 ext. 105 or [nicole@adaptivesports.org](mailto:nicole@adaptivesports.org).

Sincerely,

Nicole Swaggerty  
Development Coordinator

## Event Description and Schedule

The Adaptive Sports Center's 14<sup>th</sup> Annual Bridges of the Butte 24-Hour Townie Tour is a fun, unique bike event that happens every June in Crested Butte. This is a family-friendly event that many locals look forward to participating in to kick-off their summer fun, Crested Butte style! Over the years, Bridges of the Butte has become a key fundraising event that supports the ASC's operational and programmatic costs. Specifically, funds raised through Bridges of the Butte supports our scholarship fund. The success of this event is crucial to help the ASC continue to fulfill its mission and ensure we have the ability to support any individual that has a desire to participate in our high-quality adaptive sport programs, regardless of their ability to pay.

Participants can participate as individuals or as a group; ride any time during the 24-hour event or for all 24-hours; and, can raise funds by "friend-raising" or completing laps through the town of Crested Butte to earn pledges. Regardless, Bridges of the Butte has become a quintessential start-of-summer, bike event for Valley residents and beyond! This year, we look forward to working with the Crested Butte/Mt. Crested Butte Chamber of Commerce to collaborate and integrate the event as part of Crested Butte Bike Week.

### Schedule

#### Saturday, June 23<sup>rd</sup>

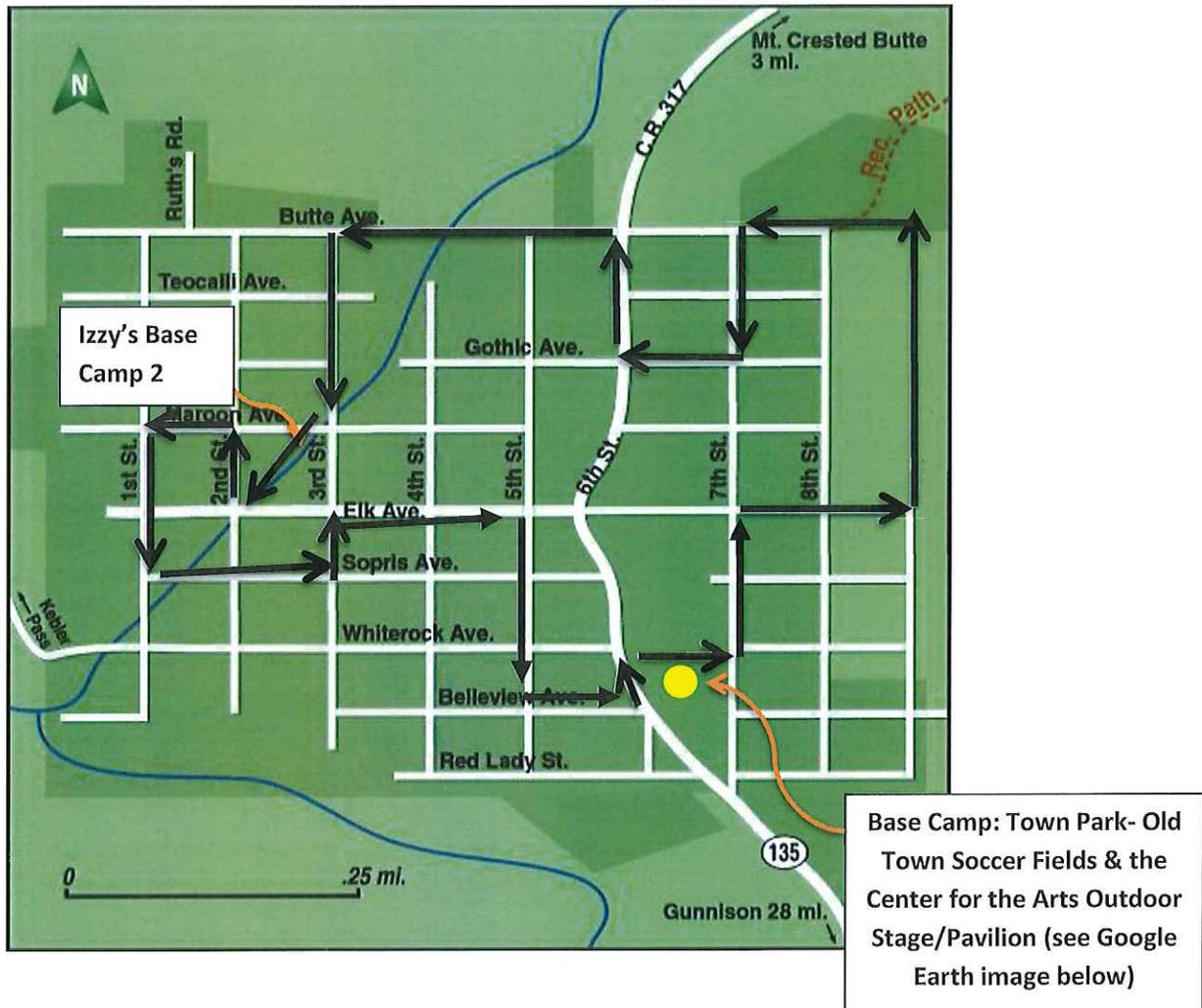
10 am – 11:30 pm	Check-in
11:45 pm	Opening remarks, including safety instructions
12:00 pm	Event begins—first lap!
Dusk	Turn on your lights
9:00 pm	Quiet hours begin—all music speakers are to be turned off and riders to respect neighbors along the route. All kids under 18 must be accompanied by a chaperone to continue participation
2:00 am	The nicest rider still on course brings the base camp volunteers hot chocolate

#### Sunday, June 24<sup>th</sup>

6:00 am	Coffee & snacks @ Izzy's
11:45 pm	Final "Townie Take Over" Lap
12:00 pm	Bike event concludes— food, awards ceremony, and after-party begins
3:00 pm	Begin final clean-up and event break-down

**BRIDGES**  
= of the =  
**BUTTE**  
→ 24-hour ←  
**TOWNIE TOUR**

Map of Location and Route of Event  
June 23 – 24, 2018



### Diagram of Base Camp (Enlarged)



- ▶ **Red Line** indicates a section of the bike route
- ▶ **Dashed circle** indicates area of the park that will be used for the Bridges of the Butte base camp area, which will include two pop-up tents for registration and the volunteer station. The area to be licensed will also include the sponsor banner, trash and recycling stations, and be used for post-event food and awards.
  - Other base camp activities will include:
    - Two pop-up tents for registration/check-in and the volunteer station
    - Inflatable sponsor banner (see image on the next page)
    - Lap counting
    - Portable fire pit for late night/early morning hours, pending any fire bans that might be in effect at the time of the event
    - Post-event party which will include food, beer and awards— the after party area will utilize barricades to demarcate the area where alcohol will be served

## Safety Plan

Each year our goal is to have a safe, fun, and family-friendly event. As noted in the application, we will have volunteers stationed along the route (see intersections listed below), at base camp, and at key intersections. In addition, participants are encouraged to wear helmets and are required to use bike lights if riding during the night.

After our debrief meeting with the Town last year, a number of additional safety measures will be implemented this year to key riders behavior respectful and safe, especially during the late night/early morning hours. To accomplish this, the event coordinator will:

- Issue early notices through print and radio advertisements/PSA's to highlight the purpose of the event and remind participants to have good bike etiquette.
  - Bike etiquette entails respecting the route and neighborhoods during quiet hours, be visible and bring lights, maintain the trail/route, and display good rider conduct.
  - We will also engage a group of 5 to 8 riders that will be the "Trail Crew" during the Quiet Hours (i.e., late night/early morning hours).
    - The Trail Crew will consist of long-time, dedicated Bridges of the Butte participants that are riding in the event or will volunteer during the Quiet Hours. The Trail Crew act as the first line of defense to address unwanted behavior.
    - The Trail Crew will remind participants the event purpose, proper bike etiquette, and the Quiet Hours rules.
    - If the unwanted behavior continues, the Trail Crew will notify the volunteer on shift and the Town Marshal's department will be contacted.
  - We will work pro-actively with the Marshal to create a protocol to minimize unwanted behavior and quickly address any issues that arise.

**To ensure rider safety, we are requesting that parking along the south side of Elk Avenue from Third St. to Fifth St. be prohibited for the duration of the 24-hour event. We are also requesting the head in parking on the East side of 3<sup>rd</sup> be closed from Sopris and Elk Avenue.**

### Volunteer- Course Marshals

Volunteer course marshals will play a key role in making sure riders are safe at main intersections along the route (see locations below). Many course marshals have experience with this role and train new volunteers how to direct riders safely through the intersection. Course marshals will wear reflective ASC volunteer vests, have stop/slow signs to regulate biker traffic, and will have the event coordinator and Marshal's non-emergency numbers available.

### Intersection Locations

- Belleview Ave. & Highway 135 (two volunteers)
- Totem Pole Park
- Second St. & Elk Ave.
- Gothic Ave. & Highway 135
- Alley & Second St. (behind Third Bowl)

- Second St. & Sopris Ave.

### Additional Services Requested

To ensure a successful and safe event, we are request the following services from the Town of Crested Butte:

- The use of barricades to demarcate the post-event awards ceremony and area where alcohol will be served. This will be in the pavilion, if available, or the soccer field area.
- Permission to allow participants to camp and set-up tents on the soccer field— this mainly applies to those riding all 24-hours.
  - The Parks and Recreation department to demarcate where camping is permitted/safe in the park.
- Permission to use our Presenting Sponsors', Bank of the West, inflatable archway at the base camp area. The arch is 20' L x 14' H x 3' D (image provided on page 3)—Banner Permit also included
  - Use of the Town's water truck to fill the drums which anchor the inflatable Bank of the West Arch on Saturday (6/23/18) morning or Friday (6/22/18) afternoon.
- 20 traffic cones to help demarcate the route.
- If possible, street sweeping is completed prior to the event to ensure any unsafe objects on the street are removed.
- The soccer field sprinklers at Old Town Soccer Fields (including by the 3-way), Rainbow Park (along the bike path), and Totem Pole Park are turned off during the event.
- Any large pot holes along the route be filled for all riders safety, including those on hand-cycles.
- Parking be prohibited in the following locations:
  - From the alley that runs behind the West End/Third Bowl to Second St. and the corner of Maroon Ave.
  - One spot on either side of were the bike path exits Totem Pole Park
  - One spot on either side of where the bike path enters the bridge/path behind Izzy's
  - South side of Elk Avenue from Second St. to Fifth St. (as referenced in our Safety Plan)
  - We are also requesting the head in parking on the East side of 3rd be closed from Sopris and Elk Avenue (as referenced in our Safety Plan)
- Permission to have a small, portable fire pit at the base camp during late night/early morning. We will respect any fire bans that may be in place at the time.
- Permission to use asphalt decals to demarcate the route. The decals will be placed along the course on Saturday morning and removed promptly on Sunday.
- Permission to have aid stations set up by Butte Bridge and Totem Pole Park to provide water and snacks to riders. The stations will include a small table and banner.
- **Lighting:** Lighting the course is essential for safety as well as fun during the dark hours. We will work with Jeff Scott to light the path behind Rainbow Park, the bridges along Butte Ave., Totem Pole Park, and behind Izzy's, the Eldo and First St.

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,

ADAPTIVE SPORTS CENTER OF CRESTED BUTTE, INC.

is a

Nonprofit Corporation

formed or registered on 12/28/1995 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19951159505 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/16/2017 that have been posted, and by documents delivered to this office electronically through 02/17/2017 @ 15:15:19 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/17/2017 @ 15:15:19 in accordance with applicable law. This certificate is assigned Confirmation Number 10084201 .



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."



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# DISABLED SPORTS USA, INCORPORATED A/K/A DISABLED SPORTS USA: F07126626

General Information

Filing History

Annual Report/Personal Property

## General Information

**Department ID Number:**

F07126626

**Business Name:**

DISABLED SPORTS USA,  
INCORPORATED A/K/A DISABLED  
SPORTS USA

**Principal Office:**

STE 2540  
6060 SUNRISE VISTA DR  
CITRUS HEIGHTS CA 95610

**Resident Agent:**

KIRK BAUER  
306 POTOMAC ST  
ROCKVILLE MD 20850

**Status:**

INCORPORATED

**Good Standing:**

THIS BUSINESS IS IN GOOD  
STANDING

» [Order Certificate of Status](#)

**Business Type:**

FOREIGN CORPORATION

**Business Code:**

04 ORDINARY BUSINESS - NON-STOCK

**Date of Formation/ Registration:**

12/05/2002

**State of Formation:**

CA

**Stock Status:**

NONSTOCK

**Close Status:**

N/A

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Order Documents

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Maryland Department of Assessments & Taxation

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# APPLICATION FOR A SPECIAL EVENTS PERMIT

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

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

LIAB	TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:
2110 <input checked="" type="checkbox"/>	MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY
2170 <input 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/ Mt. Crested Butte Chamber of Commerce	State Sales Tax Number (Required) 523864
--	---

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

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT  
 (include street, city/town and ZIP)  
 606 6TH STREET (TOWN PARK)  
 CRESTED BUTTE, CO 81224

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE <i>Joshua Futterman</i>	<i>11/20/1980</i>	<i>106 Pittsford Drive Mt. CB, CO 81225</i>	<i>303-915-9000</i>
5. EVENT MANAGER Scott Stewart	04/18/1991	251 Gothic Road, Mt. Crested Butte, CO 81225	(720) 480-8668

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?  
 NO  YES HOW MANY DAYS? 3

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

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

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

Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
<i>6/22/18</i>		<i>11 a.</i>	<i>7 p</i>	<i>6/23/18</i>		<i>11a.</i>	<i>7 p.</i>	<i>6/24/18</i>		<i>11 a.</i>	<i>7 p.</i>

**OATH OF APPLICANT**

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

SIGNATURE <i>[Signature]</i>	TITLE <i>President Board of Directors Chamber</i>	DATE <i>4/19/18</i>
---------------------------------	--	------------------------

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

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

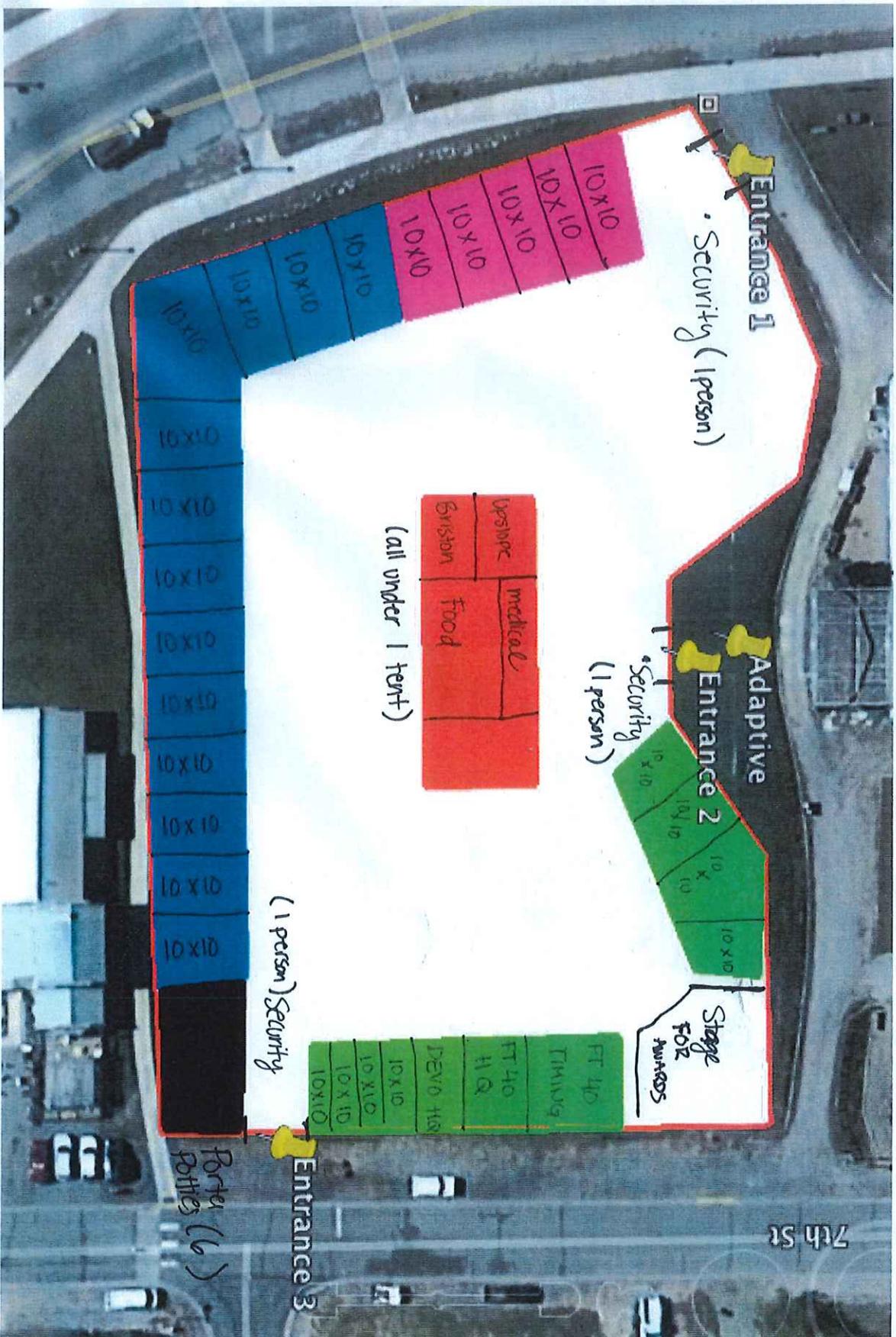
**THEREFORE, THIS APPLICATION IS APPROVED.**

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

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

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

\* vendors w/ tents will use weights (not spikes) to secure 10x10 tents.



Handwritten notes: Porter (6) Potlies (6)

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

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

Crested Butte / Mt. Crested Butte Chamber of Commerce

is a

Nonprofit Corporation

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

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/22/2018 that have been posted, and by documents delivered to this office electronically through 02/26/2018 @ 16:49:16 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/26/2018 @ 16:49:16 in accordance with applicable law. This certificate is assigned Confirmation Number 10744926 .



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."*



BRIDGES OF THE BUTTE - 24 HOUR TOWNIE TOUR (JUNE 23-24, 2018) 36

DEPARTMENT APPROVALS (For Official Use Only)

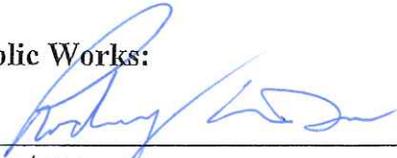
Note: Please clearly state in your comment area what requested services your department will/will not provide for the event.

**From:** Michael Reily  
**Sent:** Friday, May 04, 2018 8:28 AM  
**To:** Betty Warren  
**Subject:** RE: Updated Bridges of the Butte Application

nts:

OK per CBMO. Must have control of the night time activities.  
 Mike

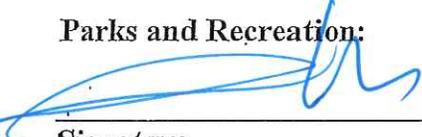
Public Works:

 5/15/2018  
 \_\_\_\_\_  
 Signature Date  
 Rodney E. Due  
 \_\_\_\_\_  
 Name (Printed)

Conditions/Restrictions/Comments:

OK Will need a meeting with staff & organizers 1-2 wks prior to event to work out details. Thank you

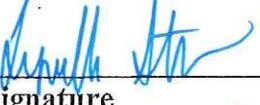
Parks and Recreation:

 5/9/18  
 \_\_\_\_\_  
 Signature Date  
 Janna Hansen  
 \_\_\_\_\_  
 Name (Printed)

Conditions/Restrictions/Comments:

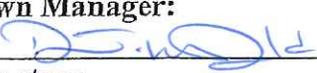
- Please keep fire lane clear for emergency access at CFA
- Irrigation will be turned off along route
- Fire pit must be on gravel area
- Permit attached

Town Clerk:

 5-15-2018  
 \_\_\_\_\_  
 Signature Date  
 Lynell Stanford  
 \_\_\_\_\_  
 Printed Name (Printed)

Conditions/Restrictions/Comments:

Town Manager:

 5/15/18  
 \_\_\_\_\_  
 Signature Date  
 DARA MACDONALD  
 \_\_\_\_\_  
 Printed Name (Printed)

Conditions/Restrictions/Comments:

Crested Butte Fire Protection District:

Signature Ric Ems Date 5/8/18  
Printed Name (Printed) Ric Ems

Conditions/Restrictions/Comments:  
OK. Pending any food or utilities to "food area"

Mt. Express Bus Service:  
Signature [Signature] Date 5/8/18  
Printed Name (Printed) Chas Laiser

Conditions/Restrictions/Comments:  
See attached letter

Official Use Only:

Application Received 12/15/17 Date Distributed 5/2/18

Council Date (if applicable) JUNE 4, 2018

Approval Date \_\_\_\_\_ Method of Approval: Administratively  By Town Council

Approval Contingencies \_\_\_\_\_

Application fee \$ 25 Check # 22349 Date Paid 12/15/18

Permit Fee \$ 50 Check # 22349 Date Paid 12/15/18

Local Liquor License Fee \_\_\_\_\_ Check # \_\_\_\_\_ Date Paid \_\_\_\_\_

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

Additional Fee \_\_\_\_\_ Check # \_\_\_\_\_ Date Paid \_\_\_\_\_

Clean Up Deposit \$ 50 Check # 22349 Date Paid 12/15/18 Date Returned: \_\_\_\_\_

803 Butte Avenue  
P.O. Box 3482  
Crested Butte, CO 81224  
Ph. (970)349-5616  
Fax (970)349-7214

# Mountain Express

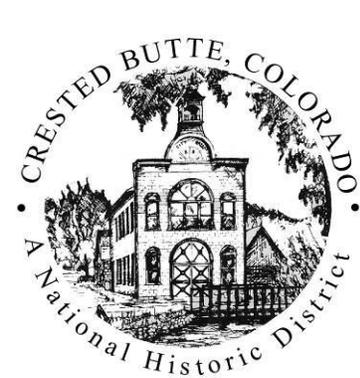
## 2018 Bridges of the Butte 24 Hour Townie Tour

Mountain Express request the following from the Town of Crested Butte and the Bridges of the Butte organizers:

- Request the Town to have no parking on the south side of Elk Avenue between 3<sup>rd</sup> and 5<sup>th</sup> Street per new route
- Request the Town remove the planters from 3<sup>rd</sup> & Elk
- Request the Town remove planters and bench from sidewalk at the Teocalli inbound stop (6<sup>th</sup> & Teocalli)
- Request the organizers post a sign on the sidewalk along 6<sup>th</sup> Street between Gothic Avenue and Butte Avenue warning participants of bus passengers waiting for and exiting the bus at the Teocalli inbound bus stop. In years past cones were put up dividing the sidewalk in half with a string of lights attached to the cones illuminating the course. Is this possible again?
- Request the organizers keep course marshals out on bus route (2<sup>nd</sup> & Sopris & 6<sup>th</sup> & Gothic) until 11:45 pm

Thank you,

  
Chris Larsen  
Transit Manager



## Staff Report

June 4, 2018

**To:** Mayor and Town Council  
**Thru:** Dara MacDonald, Town Manager  
**From:** Lynelle Stanford, Town Clerk  
**Subject:** Crested Butte Bike Week Special Event Application and Special Event Liquor Permits  
**Date:** May 21, 2018

---

### Summary:

Scott Stewart and Ashley Upchurch, event organizers for Crested Butte Bike Week, submitted the special event application and special event liquor permit applications on behalf of the Crested Butte/Mt. Crested Butte Chamber of Commerce. Town Park would be used for Bike Week festivities beginning on Thursday, June 21<sup>st</sup> through Sunday, June 24<sup>th</sup>. The special event liquor permit for Town Park would apply from June 22<sup>nd</sup> through June 24<sup>th</sup>.

The event organizers have been working with the Crested Butte Devo Team. On Thursday, June 21<sup>st</sup>, the Devo Team would follow either the 3:30PM or 3:50PM bus up Elk Avenue from 6<sup>th</sup> Street to 1<sup>st</sup> Street. Elk Avenue will not be closed at this time, and there will be volunteers from Devo used to implement safe travel.

The Chainless World Championships race is proposed for Friday, June 22<sup>nd</sup>, 2018. On Friday, the 10 and 100 Blocks of Elk Avenue, 1<sup>st</sup> Street from Maroon Avenue to Sopris Avenue, as well as the 1<sup>st</sup> and Elk Parking Lot would be closed. According to the application, set up would begin at 8AM, and take down would be finished by 7PM. A live band is proposed to perform in the 1<sup>st</sup> and Elk Parking Lot. The proposed liquor permitted area encompasses the parking lot. (diagram included in the packets). Trained volunteers and security would be present at the liquor permitted location.

The Fat Tire 40 would take place on June 23<sup>rd</sup>, 2018. The race is proposed to start and finish at Town Park. The event organizers have requested a closure of 7<sup>th</sup> Street from Belleview Avenue to Sopris Avenue from 9AM to 3PM. The perimeter of the liquor boundary in Town Park would be fenced, and trained volunteers and security would be checking IDs.

### Recommendation:

To approve the Crested Butte Bike Week Special Event Application and Special Event Liquor Permits as part of the Consent Agenda.



## TOWN OF CRESTED BUTTE SPECIAL EVENT APPLICATION

### 1. EVENT INFORMATION:

Name of Event: Crested Butte Bike Week

Date(s) of Event: June 21-24, 2018

Location(s) of Event: Parking Lot 1<sup>st</sup> & Elk Ave - Friday 6/22

Town Park 7<sup>th</sup> & Butte Ave - Thursday 6/21 - Sunday 6/24

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

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

Event Schedule and Description of Event Attached

Name of Organization Holding the Event ("Permittee"): Crested Butte / Mt. Crested Butte Chamber of Commerce

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

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

Date	Time: From	To
June 21	8am	5pm
June 22	8am	7pm
June 23	7am	7pm
June 24	8am	7pm
June 22 (chainless)	4pm	7pm

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

Date	Time: From	To
June 21	8am	6pm
June 22	8am	7pm
June 23	8am	7pm
June 24	8am	7:30pm
June 22	9am	7pm

Expected Numbers: Participants: 400 Spectators: 100

Name of Event Organizer: Scott Stewart

Phone: 970-349-6438 Cell Phone: 720 480 8668

E-Mail: events@cbchamber.com Fax Number: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ E-Mail: director@cbchamber.com

Mailing Address of Organization Holding the Event: P.O. Box 1288, Crested Butte, CO 81224

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

2. INSURANCE, LIQUOR PERMITS, SECURITY PLANS:

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

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

Special Event Liquor Permit Application is Attached with Appropriate Fees and Diagram (2)

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

We will have TIPS certified volunteers and security present at liquor permit locations

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

Is Proof of Insurance Attached?  Yes  No

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

Will Your Event Require Any Road Closures?  Yes  No

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

Streets: ~~1st Street~~ <sup>EIK Ave</sup> ~~to 2nd Street~~ <sup>old Keblers</sup> Date June 22 Time: From 8am To 7pm

Streets: 1st Street from Maroon Ave to Sopris Ave Date June 22 Time: From 8am To 7pm

Streets: 7th Street from ~~Butte~~ <sup>Bellview</sup> Ave to Sopris Date June 23 Time: From 9am To 3pm

Streets: \_\_\_\_\_ Date \_\_\_\_\_ Time: From \_\_\_\_\_ To \_\_\_\_\_

Streets: \_\_\_\_\_ Date \_\_\_\_\_ Time: From \_\_\_\_\_ To \_\_\_\_\_

Streets: \_\_\_\_\_ Date \_\_\_\_\_ Time: From \_\_\_\_\_ To \_\_\_\_\_

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

If Yes, Explain Impact (include times): \_\_\_\_\_

Will Your Event Affect Any Handicapped Parking Spaces?  Yes  No

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

Describe Plan for Parking: The 1st + Elk parking lot will be used on Friday, June 22.

Thursday-Saturday's participants at town Park will utilize public parking

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

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

We will need barricades for road closures on both Friday + Saturday

Does Your Event Include a Parade?  Yes  No

Thursday, June 21st -> Townie takeover. follow 3:30<sup>or 3:50</sup> bus up elk  
Devo volunteers to implement safety. No closures

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

[Signature]  
Signature of Event Coordinator

4. AMPLIFIED SOUND AND NOTIFICATION:

Will There Be Amplified Sound at This Event?  Yes  No

If Yes, Describe: A music and announcements in town Park 6/21-6/24. Band @ 1st + Elk 6/22

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

Describe Plan for Notifying Businesses and Residents Impacted by Your Event: We will pass out amplified sound notices to surrounding businesses and homes for all events 6/21-6/24.

5. TRASH, RECYCLING, PORTABLE TOILETS AND RESTROOMS:

How much trash do you anticipate generating at the event? Reasonable

What recyclable products will be generated at the event? Beer cans / plastic cups

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

We will contract waste management to provide trash + recycling for Town Park events (6/21-6/24) and the chainless (6/22)

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

Chainless - 2 porta-pots on location

Town Park - 1 ADA + 3 regular porta pots on location

6. SALES TAX:

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

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

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

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

Town of Crested Butte Sales Tax Application is Attached. N/A

List of Vendors with your Crested Butte Sales Tax Application. will submit list prior to event.

7. BANNER PERMITS:

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

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

Town Manager Approval: 

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

**8. PLEASE REVIEW, SIGN, AND DATE:**

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

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

Scott Stewart



4/20/18

Print Name Clearly

Signature of Applicant (Permittee)

Date



- Pink - Race Route
- Blue- Liquor Boundary
- Green - Porta Potties
- Purple - Stage
- Red - Beer Tent

**Scott Stewart**  
Event Coordinator  
CB/Mt. CB Chamber of Commerce  
[events@cbchamber.com](mailto:events@cbchamber.com)  
970 349 6438



Chainless

6th St

6th St

Sail Western Colorado



ve

**Crested Butte/  
Mt. Crested Butte...**

**Chainless  
Check-In/  
Registration/  
Bib Pick-Up  
9-12:00**

**Friday, June 22, 2018**

**Bike Drop-Off/  
Loading  
9-12:00**

**People Shuttles  
2:30-3:30**

**CO  
Backcountry  
Clinic  
10-12:00**

Elk Ave

Google

Elk Ave

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

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

Crested Butte / Mt. Crested Butte Chamber of Commerce

is a

Nonprofit Corporation

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

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

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*  
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# APPLICATION FOR A SPECIAL EVENTS PERMIT

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

- |  |  |  |
|--|--|--|
| <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                 |  |

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

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE Crested Butte/ Mt. Crested Butte Chamber of Commerce	State Sales Tax Number (Required) 523864
--	---

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) P.O. Box 1288 Crested Butte, CO 81224	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) <b>606 6TH STREET (TOWN PARK) CRESTED BUTTE, CO 81224</b>
--	---

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE <b>Joshua Futterman</b>	<b>11/20/1980</b>	<b>106 Pitchofork Drive Mt. CB, CO 81225 Crested Butte</b>	<b>303-915-9000</b>
5. EVENT MANAGER Scott Stewart	04/18/1991	251 Gothic Road, Mt. Crested Butte, CO	(720) 480-8668

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES HOW MANY DAYS? <b>3</b>	7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____
--	--

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

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

Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
6/22/18		11 a.	7 p.	6/23/18		11 a.	7 p.	6/24/18		11 a.	7 p.				

**OATH OF APPLICANT**

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

SIGNATURE 	TITLE <b>President Board of Directors Chamber</b>	DATE <b>4/19/18</b>
---------------	--	------------------------

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**THEFORE, THIS APPLICATION IS APPROVED.**

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

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

**LIABILITY INFORMATION**

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



# APPLICATION FOR A SPECIAL EVENTS PERMIT

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- |  |  |  |
|--|--|--|
| <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                 |  |

<b>LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:</b> 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	<b>DO NOT WRITE IN THIS SPACE</b> LIQUOR PERMIT NUMBER
---	---

<b>1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE</b> Crested Butte/ Mt. Crested Butte Chamber of Commerce	<b>State Sales Tax Number (Required)</b> 523864
---	--

<b>2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE</b> (include street, city/town and ZIP) P.O. Box 1288 Crested Butte, CO 81224	<b>3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT</b> (include street, city/town and ZIP) Parking lot at 1st and Elk Avenue
---	--

<b>NAME</b>	<b>DATE OF BIRTH</b>	<b>HOME ADDRESS (Street, City, State, ZIP)</b>	<b>PHONE NUMBER</b>
<b>4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE</b> Heather Leonard	3/16/1977	Crested Butte CO 81224 114 7th St, MontA, CO	907 360-1315
<b>5. EVENT MANAGER</b> Ashley Upchurch	06/17/1987	526A Teocalli Road, Crested Butte, CO 81224	919-274-6917
<b>6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?</b> <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES HOW MANY DAYS? <u>8</u>		<b>7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?</b> <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	Date
Hours From	Hours From	Hours From	Hours From	Hours From
To	To	To	To	To
6/22/18				
From 4:00 p.m.	From .m.	From .m.	From .m.	From .m.
To 8:00 p.m.	To .m.	To .m.	To .m.	To .m.

**OATH OF APPLICANT**

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

<b>SIGNATURE</b> Heather Leonard	<b>TITLE</b> Chamber Secretary Precinct of Lodging	<b>DATE</b> 7/2/18
-------------------------------------	--	-----------------------

**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.

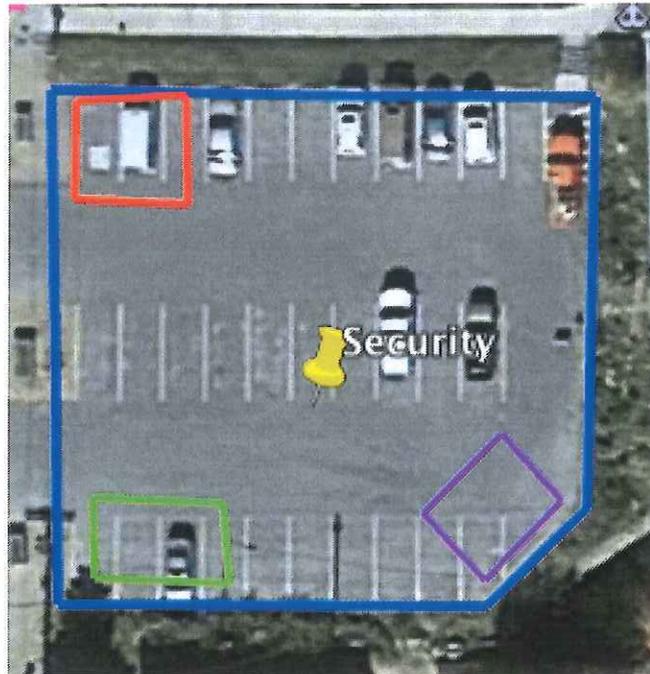
**THEREFORE, THIS APPLICATION IS APPROVED.**

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

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

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

1st & EIK Parking Lot  
Liquor Permitted Area - Chain 1255



Red - Beer Tent

Green - Porta Potties

Purple - Stage / Live Music

DEPARTMENT APPROVALS (For Official Use Only)

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

From:	Michael Reily	ments:     
Sent:	Friday, May 04, 2018 8:41 AM	
To:	Betty Warren	
Subject:	RE: CB Bike Week	
Mail		
Sign	OK per CBMO. Pre-event meeting(s) required.	
Name	Mike	

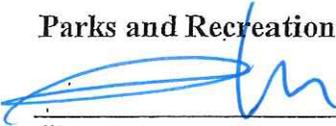
Public Works:

 5/7/2018  
 Signature Date  
Robby E Dine  
 Name (Printed)

Conditions/Restrictions/Comments:

OK Can we have meeting  
scheduled 1 wk prior  
to event.

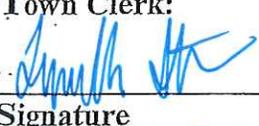
Parks and Recreation:

 5/9/18  
 Signature Date  
Janna Hansen  
 Name (Printed)

Conditions/Restrictions/Comments:

- Please post signs at Town Park that read "Please walk bikes on grass."
- Park Permit attached
- Irrigation may come on at night if needed. Please warn vendors.

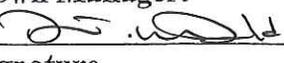
Town Clerk:

 5-18-2018  
 Signature Date  
Lynelle Stanford  
 Printed Name (Printed)

Conditions/Restrictions/Comments:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Town Manager:

 5/29/18  
 Signature Date  
DARA MADONALD  
 Printed Name (Printed)

Conditions/Restrictions/Comments:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Crested Butte Fire Protection District:

[Signature] 5/16/18  
Signature Date  
ROBERT WEISBAUM  
Printed Name (Printed)

Conditions/Restrictions/Comments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mt. Express Bus Service:

[Signature] 5/1/18  
Signature Date  
CHRIS LARSEN  
Printed Name (Printed)

Conditions/Restrictions/Comments:  
ok - will talk to  
Chamber about  
Chainless race  
\_\_\_\_\_  
\_\_\_\_\_

Official Use Only:

Application Received 4/25/18 Date Distributed 5/1/18

Council Date (if applicable) JUNE 4, 2018

Approval Date \_\_\_\_\_ Method of Approval: Administratively  By Town Council

Approval Contingencies \_\_\_\_\_

Application fee \$ 25 Check # 3693 Date Paid 5/22/18

Permit Fee \$ 200 Check # 3694 Date Paid 5/24/18

(1) 3 DAYS + (2) 1 DAY @ \$25/DAY  
Local Liquor License Fee \$100 Check # 3694 Date Paid 5/24/18

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

Additional Fee \_\_\_\_\_ Check # \_\_\_\_\_ Date Paid \_\_\_\_\_

Clean Up Deposit \$ 200 Check # 3694 Date Paid 5/24/18 Date Returned: \_\_\_\_\_



## Staff Report

June 4, 2018

**To:** Mayor and Town Council  
**Thru:** Dara MacDonald, Town Manager  
**From:** Lynelle Stanford, Town Clerk  
**Subject:** **Tri-State Corvair Display Special Event Application**  
**Date:** May 25, 2018

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### **Summary:**

Rick Beets, from the Rocky Mountain Chapter of the Corvair Society of America, submitted a special event application for the Tri-State Corvair Display. The car show is proposed for Saturday, June 9, 2018 from 8AM to 1PM. The event would close Elk Avenue from 2<sup>nd</sup> Street to 4<sup>th</sup> Street. Beets expects there to be about 60 cars and up to 120 participants.

### **Recommendation:**

To approve the special event application for the Tri-State Corvair Display Special Event Application.



## TOWN OF CRESTED BUTTE SPECIAL EVENT APPLICATION

### 1. EVENT INFORMATION:

Name of Event: Tri-State Corvair Display

Date(s) of Event: 6/9/18

Location(s) of Event: Proposed for two blocks of Elk Ave., between  
Second and Fourth Streets

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

Diagram Attached Detailing Event *Attach 8 1/2" X 11" diagram detailing the event showing tents, vendors, security, toilets, tables, signage, fencing, booths, ingress and egress, stage, etc.:* No diagram, just parking...

Event Schedule and Description of Event Attached

Name of Organization Holding the Event ("Permittee"): Corvair Society of America  
(RMC Chapter of Corsa.)

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

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

Date <u>6/9/18</u>	Time: From <u>8:00 am</u>	To <u>1:00 pm</u>
Date _____	Time: From _____	To _____
Date _____	Time: From _____	To _____
Date _____	Time: From _____	To _____

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

Date <u>Same as above</u>	Time: From <u>"</u>	To <u>"</u>
Date _____	Time: From _____	To _____
Date _____	Time: From _____	To _____
Date _____	Time: From _____	To _____

Expected Numbers: Participants: Up to 60 cars Spectators: Up to 120 people

Name of Event Organizer: Rick Beets

Phone: \_\_\_\_\_ Cell Phone: 303 475-5366

E-Mail: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ E-Mail: eric@rbmachine.biz

Mailing Address of Organization Holding the Event: RMC, Po Box 27058,

Lakewood, CO 80227-0058

Email Address of Organization: NA Phone Number: NA

2. INSURANCE, LIQUOR PERMITS, SECURITY PLANS:

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

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

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

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

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

Is Proof of Insurance Attached?  Yes  No

Ins. cert. will be provided by Cersa

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

Will Your Event Require Any Road Closures?  Yes  No

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

Streets: Elk Ave. <sup>Between 2nd +</sup> 4th Streets Date 6/9/18 Time: From 8:00am To 1:00 pm

Streets: \_\_\_\_\_ Date \_\_\_\_\_ Time: From \_\_\_\_\_ To \_\_\_\_\_

Streets: \_\_\_\_\_ Date \_\_\_\_\_ Time: From \_\_\_\_\_ To \_\_\_\_\_

Streets: \_\_\_\_\_ Date \_\_\_\_\_ Time: From \_\_\_\_\_ To \_\_\_\_\_

Streets: \_\_\_\_\_ Date \_\_\_\_\_ Time: From \_\_\_\_\_ To \_\_\_\_\_

Streets: \_\_\_\_\_ Date \_\_\_\_\_ Time: From \_\_\_\_\_ To \_\_\_\_\_

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

If Yes, Explain Impact (include times): We don't know impact - your call, we're flexible Mountain Express will re-route to Maroon Avenue

Will Your Event Affect Any Handicapped Parking Spaces?  Yes  No

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

Describe Plan for Parking: we can leave marked spaces open.

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 Marshals & Public Works will coordinate road closures

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

Your call, we are just looking for parking along Elk Ave. as a group for display

Does Your Event Include a Parade?  Yes  No

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

\_\_\_\_\_  
Signature of Event Coordinator

4. AMPLIFIED SOUND AND NOTIFICATION:

Will There Be Amplified Sound at This Event?  Yes  No

If Yes, Describe: \_\_\_\_\_

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

Describe Plan for Notifying Businesses and Residents Impacted by Your Event: No plan-

do we need? Should be good for businesses serving food/gifts no amplified sound

Please notify businesses along Elk Ave affected by closure. LMS

5. TRASH, RECYCLING, PORTABLE TOILETS AND RESTROOMS:

How much trash do you anticipate generating at the event? Ø

What recyclable products will be generated at the event? NA

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

We do not generate trash/waste, other than a few minor oil drips...

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

In all past events, public restrooms have been adequate.

6. SALES TAX: No sales!

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

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

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

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

Town of Crested Butte Sales Tax Application is Attached. N/A

List of Vendors with your Crested Butte Sales Tax Application. N/A

7. BANNER PERMITS:

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

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

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

Town Manager Approval: \_\_\_\_\_

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

**8. PLEASE REVIEW, SIGN, AND DATE:**

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

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

Eric Schakel / Eric Schakel  
Print Name Clearly / Signature of Applicant (Permittee)

4/23/18  
Date

**TOWN OF CRESTED BUTTE SPECIAL EVENT APPLICATION****DIAGRAM OF EVENT SETUP**

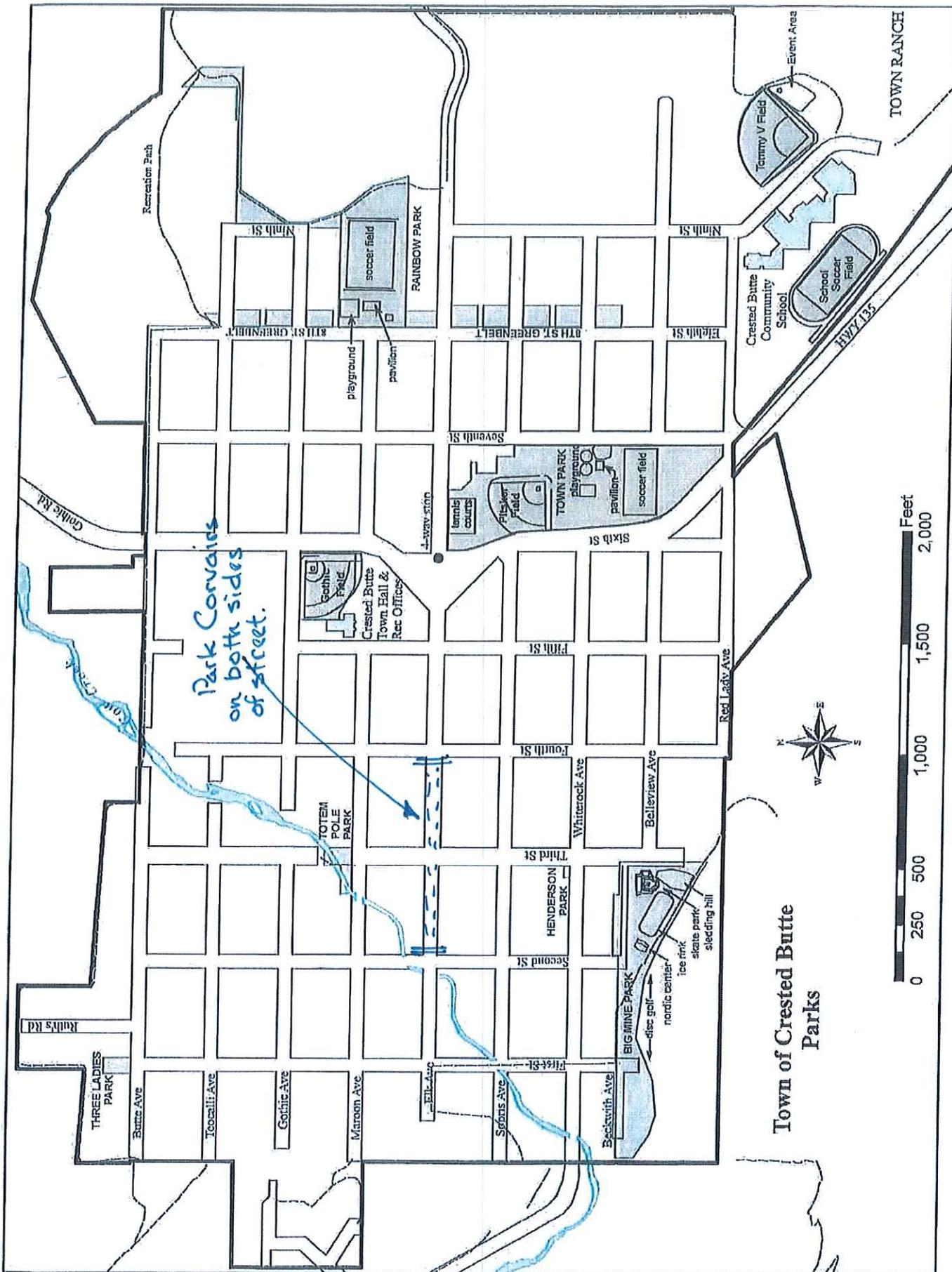
PLEASE USE GOOGLE MAPS OR THIS FORM TO SHOW THE SETUP OF EVENT VENUE:

MUST INCLUDE A DETAILED DIAGRAM OF TENTS, TABLES, RESTROOMS/PORTA POTTIES, VENDORS, SIGNAGE, BOOTHS, STAGE, PARKING, GARBAGE/RECYCLING, LIQUOR BOUNDARIES AND SECURITY (FENCING FOR LIQUOR BOUNDARIES PREFERRED), INGRESS AND EGRESS.

This is just a simple park-along-the-street car display. Locals and participants will be able to vote for "best cars"; but no prizes will be awarded at display. Participants may use lawn chairs and coolers outside of cars.

If other blocks of Elk Ave work better, please adjust as needed.

Will leave emergency access - middle of Elk



*Park Corvairs  
on both sides  
of street.*

**Town of Crested Butte  
Parks**

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,

CORVAIR SOCIETY OF AMERICA (ROCKY MOUNTAIN CHAPTER)

is a

Nonprofit Corporation

formed or registered on 10/02/1973 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 19871263551 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/21/2018 that have been posted, and by documents delivered to this office electronically through 05/22/2018 @ 11:35:20 .

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 05/22/2018 @ 11:35:20 in accordance with applicable law. This certificate is assigned Confirmation Number 10913814 .



*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)  
5/23/18, 1d

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).

<b>PRODUCER</b>  J.C. Taylor 320 S. 69th St. Upper Darby, Pa. 19082	CONTACT NAME: <b>Loretta Dearing</b> PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:  INSURER(S) AFFORDING COVERAGE INSURER A: <b>Foremost Signature Ins.</b> INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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**INSURED**  
 Corvair Society of America  
 P.O. Box 68  
 Maple Plain, MN 55359-0068

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

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

INSR LTR	TYPE OF INSURANCE	ADJL SUBR INSR LWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LCC	Y	PPS08338784	1/1/18	1/1/19	EACH OCCURRENCE \$1,000,000. DAMAGE TO RENTED PREMISES (En occurrence) \$1,000,000. 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. \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/>	Y	PPS08338784	1/1/18	1/1/19	COMBINED SINGLE LIMIT (Eq accident) \$1,000,000. BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS	Y	PPS08338784	1/1/18	1/1/19	EACH OCCURRENCE \$1,000,000. AGGREGATE \$1,000,000. \$ WC STATUTORY LIMITS    OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY    Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					

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

Rocky Mountain Corsa Club Chapter                      Corvair Car Display                      Crested Butte, CO - Street: Elk Ave. 2 blocks reserved  
 June 9, 2018

<b>CERTIFICATE HOLDER</b>  Town of Crested Butte 507 Maroon Ave. Crested Butte, CO 81224	<b>CANCELLATION</b>  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 
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DEPARTMENT APPROVALS (For Official Use Only)

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

From: Michael Reily  
Sent: Friday, May 04, 2018 8:34 AM  
To: Betty Warren  
Subject: RE: Special Event: Tri-State Car Display

ts:

OK per CBMO. Organizers to contact and work with CBMO and PW for street parking closure.  
Mike

Public Works:

Rodney E Due 5/23/2018  
Signature Date  
Rodney E Due  
Name (Printed)

Conditions/Restrictions/Comments:

OK will work with organizer & Marshal's Dept, on street closure. Can we meet on the 5th of June to discuss details

Parks and Recreation:

Janner Hansen 5/23/18  
Signature Date  
Janner Hansen  
Name (Printed)

Conditions/Restrictions/Comments:

OK

Town Clerk:

Lynelle Stanford 5-21-2018  
Signature Date  
Lynelle Stanford  
Printed Name (Printed)

Conditions/Restrictions/Comments:

Town Manager:

DARA MACDONALD 5/29/18  
Signature Date  
DARA MACDONALD  
Printed Name (Printed)

Conditions/Restrictions/Comments:





## Staff Report

June 4, 2018

**To:** Mayor and Town Council  
**Thru:** Dara MacDonald, Town Manager  
**From:** Lynelle Stanford, Town Clerk  
**Subject:** **Alpenglow Special Event Application and Special Event Liquor Permits**  
**Date:** May 23, 2018

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### Summary:

Jenny Birnie, from The Center for the Arts, submitted a special event application and special event liquor permit applications for Alpenglow. Alpenglow is a free concert series held in Town Park on the soccer field adjacent to the Center for the Arts. Alpenglow is held on Monday evenings, from 5:30PM to 7:30PM, from June 18 through August 13, 2018. The total timeline to allow for set up and take down is on Mondays from 12PM to 9PM.

The liquor boundary for Alpenglow is marked with signs, and they have 4-6 security personnel circulating through the crowds to ensure the control of liquor and for general security.

### Recommendation:

To approve the special event application and special event liquor permit applications for the Alpenglow Summer Concert Series as part of the Consent Agenda.



TOWN OF CRESTED BUTTE  
SPECIAL EVENT APPLICATION

1. EVENT INFORMATION:

Name of Event: Alpenglow

Date(s) of Event: Every Monday @ 530PM, from June 18th to August 13th

Location(s) of Event: CFTA Outdoor Stage

- Map Attached Showing Location of Event** *Attach map showing location of event*
- Diagram Attached Detailing Event** *Attach 8 1/2" X 11" diagram detailing the event showing tents, vendors, security, toilets, tables, signage, fencing, booths, ingress and egress, stage, etc.:*
- Event Schedule and Description of Event Attached**

Name of Organization Holding the Event ("Permittee"): The Center for the Arts

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

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

Date	June 18th - August 13th Mondays	Time: From	5:30 pm	To	7:30pm
Date		Time: From		To	
Date		Time: From		To	
Date		Time: From		To	

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

Date	June 18th - August 13th Mondays	Time: From	12:00 pm	To	9:00pm
Date		Time: From		To	
Date		Time: From		To	
Date		Time: From		To	

Expected Numbers: Participants: 20 Spectators: 1000

Name of Event Organizer: Jenny Birnie

Phone: 970-349-7487 Cell Phone: 970-901-0479

E-Mail: jenny@crestedbuttearts.org Fax Number: 970-349-5626

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

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Mailing Address of Organization Holding the Event: PO Box 1819 Crested Butte, CO 81224

Email Address of Organization: jenny@crestedbuttearts.org Phone Number: 970-349-7487x6

2. INSURANCE, LIQUOR PERMITS, SECURITY PLANS:

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

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

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

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

4-6 trained CFTA security staff in clearly marked shirts will be performing many critical tasks such as, but not limited to .... checking bags @ the entrance to prevent outside alcohol, monitoring patron safety, performing fire watch duties and maintaining a presence at the bar sales area.

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

Is Proof of Insurance Attached?  Yes  No

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

Will Your Event Require Any Road Closures?  Yes  No

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

Streets: \_\_\_\_\_ Date \_\_\_\_\_ Time: From \_\_\_\_\_ To \_\_\_\_\_

Streets: \_\_\_\_\_ Date \_\_\_\_\_ Time: From \_\_\_\_\_ To \_\_\_\_\_

Streets: \_\_\_\_\_ Date \_\_\_\_\_ Time: From \_\_\_\_\_ To \_\_\_\_\_

Streets: \_\_\_\_\_ Date \_\_\_\_\_ Time: From \_\_\_\_\_ To \_\_\_\_\_

Streets: \_\_\_\_\_ Date \_\_\_\_\_ Time: From \_\_\_\_\_ To \_\_\_\_\_

Streets: \_\_\_\_\_ Date \_\_\_\_\_ Time: From \_\_\_\_\_ To \_\_\_\_\_

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

If Yes, Explain Impact (include times): Expect heavy public transportation usage before and after the event.

Event starts at 530pm and ends at 730pmpm.

Will Your Event Affect Any Handicapped Parking Spaces?  Yes  No

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

Describe Plan for Parking: Participants are encouraged to walk or ride the bus.

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Does Your Event Include a Parade?  Yes  No

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

\_\_\_\_\_  
Signature of Event Coordinator

**4. AMPLIFIED SOUND AND NOTIFICATION:**

Will There Be Amplified Sound at This Event?  Yes  No

If Yes, Describe: Background music and some announcements at a reasonable level for spectators

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

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

Advertising the festival in the weekly paper, on our marquee, in the mailbox brochure, and on KBUT. We will also distribute written notice to neighbors as required with the attached notice.

**5. TRASH, RECYCLING, PORTABLE TOILETS AND RESTROOMS:**

How much trash do you anticipate generating at the event? Minimal: Food, wine, and personal trash

What recyclable products will be generated at the event? glass, aluminum, cardboard

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

Waste Management will be providing trash and recycling receptacles, as well a bear resistant dumpsters and recycling containers. Staff and volunteers will man these stations to ensure that proper recycling practices are followed. Large signs and information on recycling rules will be posted. Announcements will also be made during the event.

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

Port-a-Potties will be provided as per the stated requirement. Patrons will also have access to bathrooms within the center

#### 6. SALES TAX:

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

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

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

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

**Town of Crested Butte Sales Tax Application is Attached.**

**List of Vendors with your Crested Butte Sales Tax Application.**

#### 7. BANNER PERMITS:

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

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

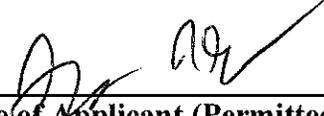
**Town Manager Approval: \_\_\_\_\_**

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

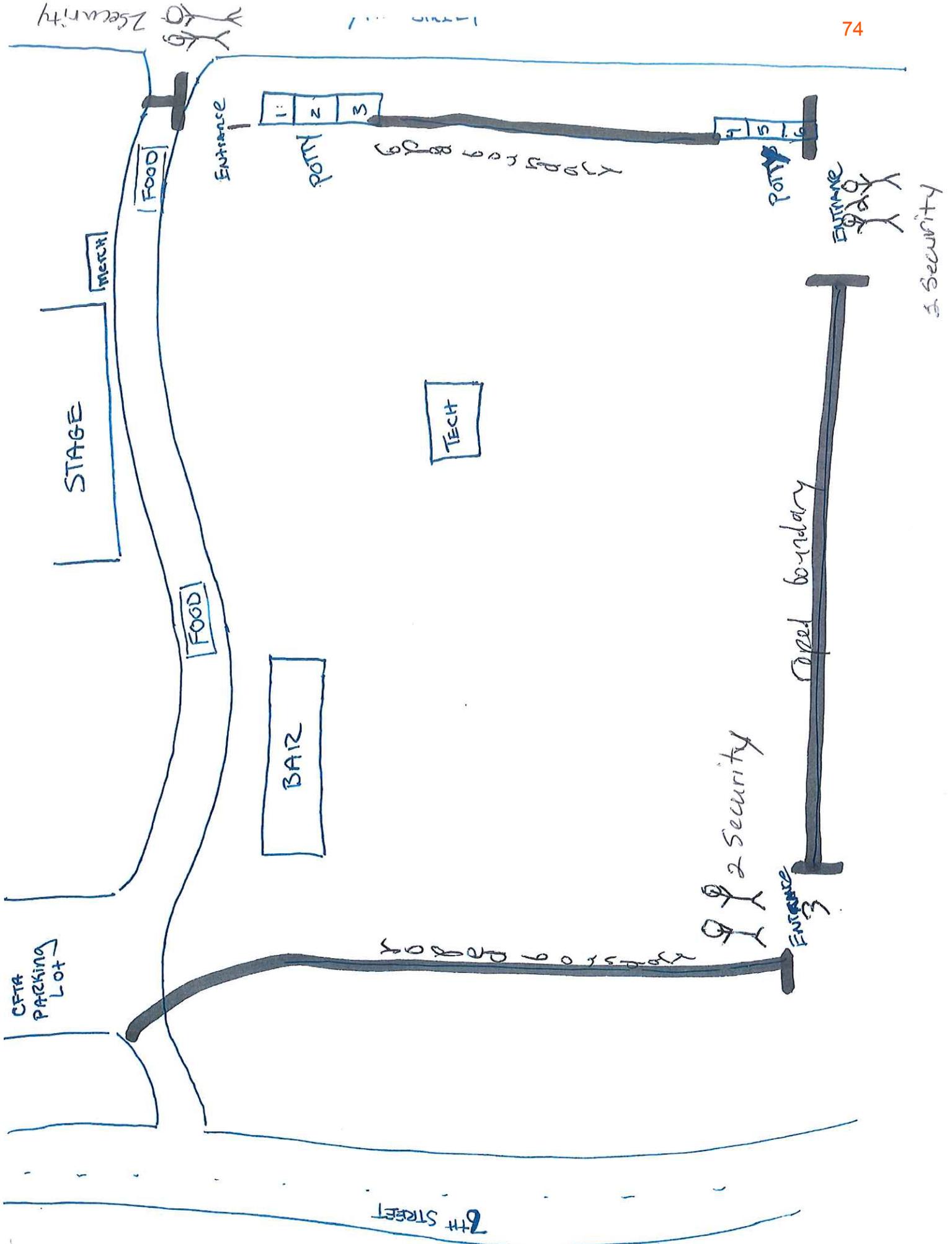
**8. PLEASE REVIEW, SIGN, AND DATE:**

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

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

Jeremy Herzog /   
Print Name Clearly / Signature of Applicant (Permittee)

5/17/18  
Date



OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

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

THE CENTER FOR THE ARTS

is a

Nonprofit Corporation

formed or registered on 12/26/1986 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 19871703440 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/25/2018 that have been posted, and by documents delivered to this office electronically through 05/31/2018 @ 11:27:02 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/31/2018 @ 11:27:02 in accordance with applicable law. This certificate is assigned Confirmation Number 10930320 .



Secretary of State of the State of Colorado

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

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



# APPLICATION FOR A SPECIAL EVENTS PERMIT

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

- |                                    |  |   |
|------------------------------------|--|---|
| <input type="checkbox"/> SOCIAL    | <input 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 checked="" type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES |
| <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION                 |   |

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

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE The Center for the Arts	State Sales Tax Number (Required) 98-07364
---	---

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) PO Box 1819 Crested Butte, CO 81224	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) 606 6TH STREET, Crested Butte, CO 81224
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NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE Jenny Birnie	12/6/69	163 Sandpiper Trail, Gunnison CO 81230	970-901-0479
5. EVENT MANAGER Jeremy Herzog	10/13/1978	72 Endner PI Unit A Crested Butte CO	773-339-0796
6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES HOW MANY DAYS? 4		7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____	

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

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

Date	Hours From	To	Date	Hours From	To	Date	Hours From	To	Date	Hours From	To
7/23/18	5pm	730pm	7/30/18	5pm	730pm	8/6/18	5pm	730pm	8/13/18	5pm	730pm

**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 Executive Director	DATE 5/17/18
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**REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)**

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

**THEREFORE, THIS APPLICATION IS APPROVED.**

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

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

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

# APPLICATION FOR A SPECIAL EVENTS PERMIT

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

- |                                    |  |   |
|------------------------------------|--|---|
| <input 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 checked="" type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES |
| <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION                 |   |

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

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE The Center for the Arts	State Sales Tax Number (Required) 98-07364
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2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) PO Box 1819 Crested Butte, CO 81224	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) 606 6th STREET, Crested Butte, CO 81224
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NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE Jenny Birnie	12/6/69	163 Sandpiper Trail, Gunnison CO 81230	970-901-0479
5. EVENT MANAGER Jeremy Herzog	10/13/78	72 Endner PI Unit A Crested Butte CO 81224	773-339-0796
6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES HOW MANY DAYS? 4		7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____	

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

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

Date	Hours	From	To
6/18/18	5pm	730pm	
6/25/18	5pm	730pm	
7/2/18	5pm	730pm	
7/9/18	5pm	730pm	
7/16/18	5pm	730pm	

**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 Executive Director	DATE 5/17/18
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**REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)**

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

**THEREFORE, THIS APPLICATION IS APPROVED.**

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

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

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

ALPENGLOW (MONDAYS 6/18 - 8/13/18)

DEPARTMENT APPROVALS (For Official Use Only)

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

M  
 \_\_\_\_\_  
 Sig  
 \_\_\_\_\_  
 Na

**From:** Michael Reily  
**Sent:** Tuesday, May 29, 2018 4:44 PM  
**To:** Betty Warren  
**Subject:** RE: Important: Alpenglow Application

Cool. OK per CBMO.  
 Mike


Public Works:

 5/29/2018  
 \_\_\_\_\_  
 Signature Date  
 Rodney E. Dine  
 \_\_\_\_\_  
 Name (Printed)

**Conditions/Restrictions/Comments:**

OK

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Parks and Recreation:

 5/30/18  
 \_\_\_\_\_  
 Signature Date  
 Janna Hansen  
 \_\_\_\_\_  
 Name (Printed)

**Conditions/Restrictions/Comments:**

Park Permit Attached

Please ask bartenders to be mindful of glass on the soccer field.

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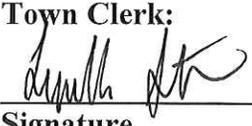


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Town Clerk:

 5-31-2018  
 \_\_\_\_\_  
 Signature Date  
 Lynelle Stanford  
 \_\_\_\_\_  
 Printed Name (Printed)

**Conditions/Restrictions/Comments:**

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Town Manager:

 5/31/2018  
 \_\_\_\_\_  
 Signature Date  
 DARA MacDONALD  
 \_\_\_\_\_  
 Printed Name (Printed)

**Conditions/Restrictions/Comments:**

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Crested Butte Fire Protection District:

Robert Weisbaum 5.30.18  
Signature Date  
Robert Weisbaum  
Printed Name (Printed)

Conditions/Restrictions/Comments:  
Please assure all sound/AV cables are secured to ground and doesn't pose a tripping hazard  
If there is any cooking under tents, make sure it is vented and not completely enclosed under a canopy  
OK

Mt. Express Bus Service:

Signature Date  
Chris Larsen 5/29/18  
Printed Name (Printed)

Conditions/Restrictions/Comments:  
OK

Official Use Only:

Application Received May 28, 2018 Date Distributed May 28, 2018

Council Date (if applicable) JUNE 4, 2018

Approval Date \_\_\_\_\_ Method of Approval: Administratively  By Town Council

Approval Contingencies \_\_\_\_\_

Application fee \$ 25 Check # 30324 Date Paid 5/28/18

Permit Fee \$1,350 Check # 30324 Date Paid 5/28/18

Local Liquor License Fee \$225 Check # 30324 Date Paid 5/28/18

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

Additional Fee \_\_\_\_\_ Check # \_\_\_\_\_ Date Paid \_\_\_\_\_

Clean Up Deposit \$ 500 Check # 30324 Date Paid 5/28/18 Date Returned: \_\_\_\_\_



## Staff Report

June 4, 2018

**To:** Mayor and Town Council

**Thru:** Dara MacDonald, Town Manager

**From:** Lynelle Stanford, Town Clerk

**Subject:** Happy Place LTD DBA Django's Application for Restaurant/Bar Seating on Public Sidewalks

**Date:** May 17, 2018

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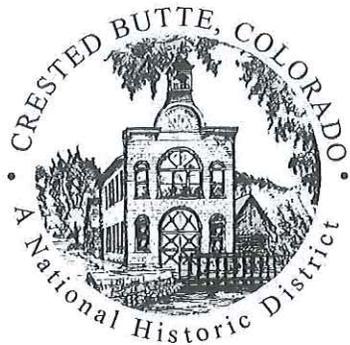
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### Summary:

Happy Place LTD DBA Django's applied for sidewalk seating for 2018. 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 as part of the Consent Agenda.



# Application for Revocable License for Restaurant/Bar Seating on Public Sidewalks 2018

Date: 5-16-2018 Square Footage: 90 Fee Paid: \$270

Business Name: Happy Place LTD DBA Django's  
Owner: Chris Ladoulis  
Address: 209 Elk Ave Block 21 Lot 22  
Contact: Kate Ladoulis  
Phone #: 970-306-9232 Cell # \_\_\_\_\_  
E-mail address: chris@djangos.us

Property Owner: Linda Camp Colorado LLC  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Cell # \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

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

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

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

  
Applicant Signature and Title

5/16/2018  
Date

## REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (“**Agreement**”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the TOWN OF CRESTED BUTTE (“**Town**”), a Colorado home rule municipality, with an address of P.O. Box 39, 507 Maroon Avenue, Crested Butte, Colorado 81224 and Happy Place LTD (“**Licensee**”), with an address of 209 Elk Ave, Crested Butte Colorado.

### WITNESSETH:

WHEREAS, Licensee is the owner and operator of a certain business (“**Business**”) located at 209, Elk Ave, Crested Butte, Colorado (“**Premises**”);

WHEREAS, Licensee is the fee owner or has a property right (e.g., lease) to use and occupy its Business on the Premises;

WHEREAS, the Premises is bound by the Town’s public streets, sidewalks and/or rights of way (“**Public Ways**”);

WHEREAS, Licensee desires to keep and maintain outdoor seating and related personal property (collectively, “**Seating Effects**”) in the Public Ways; and

WHEREAS, the Town is willing to grant to Licensee a revocable license to keep and maintain its Seating Effects in the Public Ways under the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the preambles, covenants, terms, and conditions set forth herein, the sufficiency of such consideration being acknowledged by both parties, the Town grants to Licensee the following revocable license to keep and maintain its Seating Effects upon the Town Public Ways as described herein:

### AGREEMENT:

1. **License.** Licensee shall be entitled to a non-exclusive license for the limited purpose of keeping and maintaining its Seating Effects in the Public Ways in the location as depicted on **Exhibit “A”** (“**licensed area**”) attached hereto. Specific conditions applicable to the license granted herein are listed in **Exhibit “B”** attached hereto. The application submitted to the Town by Licensee in connection with this Agreement and the license granted hereunder is incorporated herein. Licensee’s use of the licensed area and its conduct of any activities relative thereto on the Public Ways shall at all times comply with all applicable governmental requirements, including,

without limitation, other Town and State of Colorado permitting and licensing requirements.

2. **Term.** The revocable license granted herein shall exist and continue until the expiration of this Agreement or the earlier termination hereof where the Town Council finds, for any reason or no reason at all, at a regular, public meeting that the license to use the Public Ways granted hereunder shall be terminated, and the license granted hereunder extinguished.

3. **Assumption of Risk; Waiver.** Licensee assumes the risk of damage to its Personal Effects arising from or relating to Licensee's use of the Public Ways. Additionally, Licensee assumes all risk of damage to property or injury to persons in connection with the license granted under this Agreement and the encroaching Personal Effects. In the event of any such damage or injury, Licensee agrees to pay all costs related thereto, including, without limitation, reasonable attorneys' fees and costs. Licensee waives and releases the Town, and its officers, elected officials, agents and employees, from any and all claims for personal injury or property damage, including reasonable attorneys' fees, arising out of or connected in any way with the Licensee's use of the Public Ways, whether or not caused by the act or omission, negligence or other fault of the Town, and its officers, elected officials, agents and employees.

4. **Indemnification.** By execution hereof, Licensee, for itself and its successors, representatives and assigns, hereby agrees to indemnify, defend and save harmless the Town, and its officers, elected officials, agents and employees, against any and all claims for personal injury or property damage, including reasonable attorneys' fees, arising out of or connected in any way with the Licensee's use of the Public Ways. Licensee shall name the Town as an additional insured on Licensee's policy of liability insurance, which shall provide coverage of at least \$1,000,000.00, combined single limit.

5. **Revocation.** Upon notice to Licensee of the Town Council's decision to revoke the license granted under this Agreement, for any reason or no reason at all, the encroaching Personal Effects shall be removed immediately. In the event that the encroaching Personal Effects are not so removed by Licensee, the Town may remove the same at Licensee's sole cost and expense. In the event of any legal action or advice necessary to execute such removal, Licensee shall also pay the Town all costs and/or attorneys' fees incurred by the Town.

6. **Maintenance.** Licensee agrees to assume the sole responsibility for the maintenance and/or upkeep of the encroaching Personal Effects. The Town shall not be liable for any damage to said Personal Effects caused by any acts or omissions of the Town, including, without limitation, in connection with snow removal, street or alley maintenance or street or alley improvements.

7. **Binding.** This Agreement, the benefits conferred and obligations incurred hereunder, shall inure Licensee's successors in interest and permitted assigns.

8. **No Assignment.** This Agreement and the license granted hereunder shall not be assignable or transferrable by Licensee without the Town's prior written consent, which consent shall not be unreasonably withheld. Any assignment or transfer in contravention of this requirement shall be void ab initio.

9. **Notices.** Any notice, statement or demand required to be given under this Agreement shall be in writing and shall be, and at the option of the party giving notice, (i) personally delivered, (ii) transmitted by certified or registered mail, return receipt requested, postage prepaid, (iii) by FedEx or other recognizable overnight courier, or (iv) by confirmed facsimile (provided, that a confirmatory copy is thereafter sent by certified or registered mail or recognizable overnight courier), addressed to the addresses first set forth above, or to such other addresses as the parties shall designate. Any such notice shall be deemed to have been given on (x) the date of receipt if delivered personally, or (y) the date that the return receipt, overnight courier's records or confirmed facsimile indicates that delivery to the addressee was received.

10. **Miscellaneous Provisions.**

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

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

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

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

**[Signature Page(s) To Follow]**

IN WITNESS WHEREOF, the Town and Licensee have executed this Agreement to be effective as of the date first written above.

**LICENSEE:**

[ Happy Place Ltd. ]

By: Chris Ladouglis  
Name: Chris Ladouglis  
Title: JP owner

**TOWN OF CRESTED BUTTE,**  
a Colorado home rule municipality

By: \_\_\_\_\_  
James A. Schmidt, Mayor

**ATTEST:**

\_\_\_\_\_  
Lynelle Stanford, Town Clerk

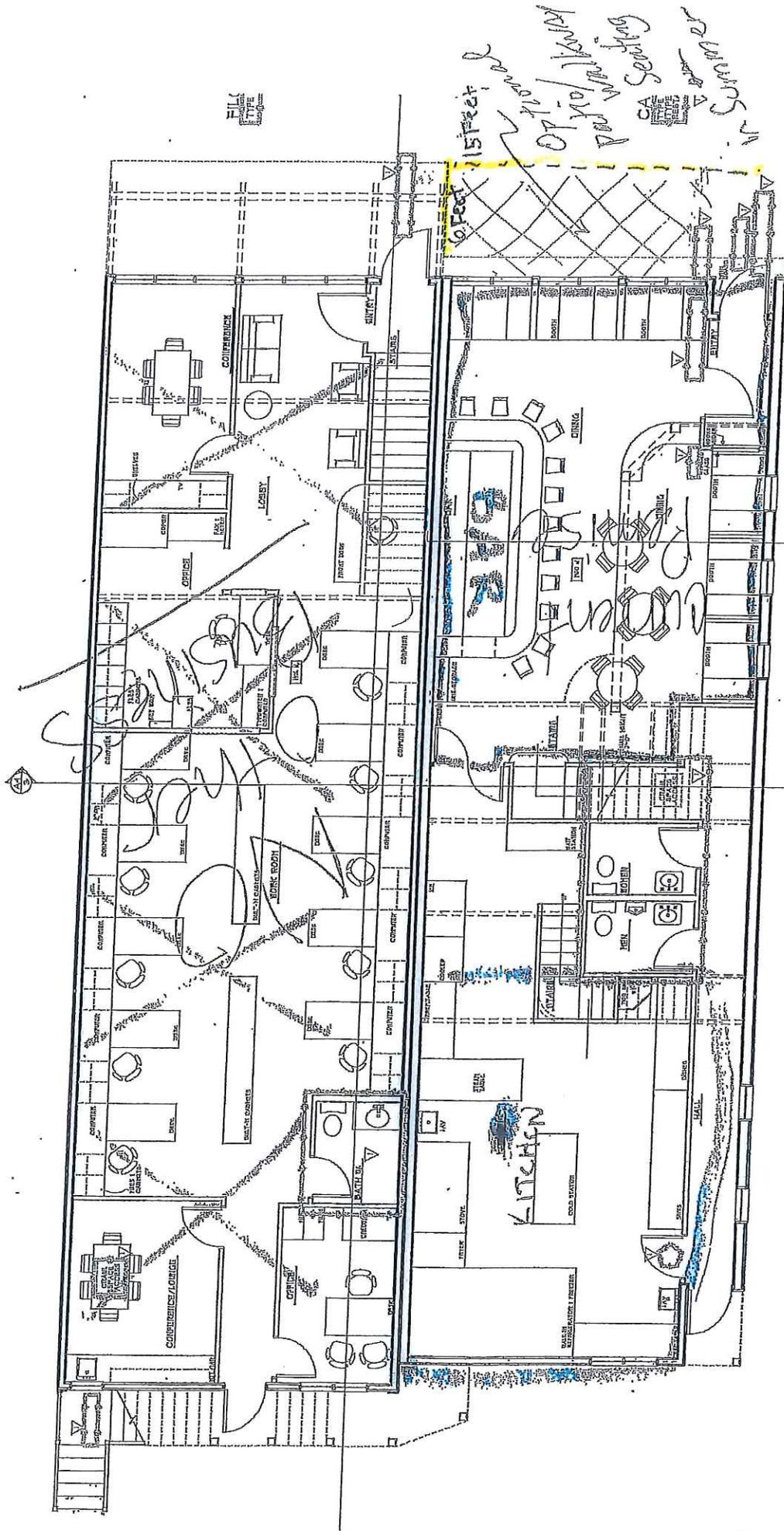
[SEAL]

**EXHIBIT "A"**

**Location of Seating Effects in Public Ways / License Area**

**[attach drawing and/or narrative here]**

~~CAAF~~  
Happy Place LTD  
209 Elk Avenue  
1st Floor



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

## EXHIBIT "B"

### 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.**

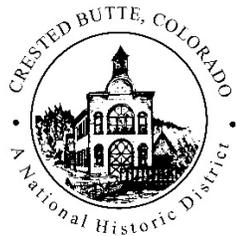
9. The dates of the license shall be from the Friday prior to Memorial Day to October 15 of the current calendar year.
10. The licensed area may not be utilized during July 4<sup>th</sup>. The Town Council may place additional restrictions depending on special events requested.
11. The tables, chairs, 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.



## Staff Report

June 4, 2018

**To:** Mayor and Town Council

**From:** Mel Yemma, Creative District/Open Space Coordinator

**Thru:** Michael Yerman, Community Development Director

**Subject:** **Appointment of Creative District Commissioners**

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**Background:** Shaun Horne and Lisa Wishard both chose to vacate their terms as Creative District Commissioners as of April 4, 2018 and June 6, 2018. Horne had one year remaining from his term and Wishard had two years remaining for her term.

On May 24 and May 29, a selection committee of Kent Cowherd, Emily Rothman, and Mary Tuck met to review three applications and interview candidates for the two open seats to fulfill the remainder of Horne and Wishard's terms. The selection committee recommends the appointments of Harry Woods for a two-year term and Nancy Woolf for a one-year term to the Creative District Commission.

**Recommendation:** Staff recommends that the Council makes a motion to appoint Harry Woods for a two-year term and Nancy Woolf for a one-year term 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: Nancy Woolf

Address: 39 Stream View Lane PO Box 1150 Crested Butte, CO 81224

Physical

PO Box

City

Zip

Phone:

Home \_\_\_\_\_ Work \_\_\_\_\_

530.448.9677

Cell

E-mail: nancy.woolf44@gmail.com

How long have you lived in the Gunnison Valley? 3 months  
(Required to be a permanent resident in Gunnison County)

What kind of experience do you have with the arts and creative industries? I am an avid art lover and have dabbled in creative arts for many years. I have made furniture and done woodworking, worked with mosaic arts, and done interior design

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 have 12 years experience on a non profit board in my former town of Truckee. I am also a retired attorney. I believe I can put these skills to use for the Creative District to effectively advocate for the Arts in a small town environment. In addition I have experience writing grant proposals, evaluating submissions, and presenting ideas to the town council.

Why are you interested in being involved in the Creative District? One of the things that attracted me to CB is the obvious support of the Arts in this town. I have always believed that towns need the arts to feed the soul of its residents and to attract a vibrant tourism market focused on the arts. Plus, support of the arts gives a town a unique vibe which I love.

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

While affordable housing seems to be the overriding concern of every mountain town, looking beyond that to attract creative people—not just athletes—is an important job for the District. That translates to installing and encouraging public art in many places as well as bringing talented people and visitors who appreciate the sensory essence of the town.

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

I would like to make CB the location for a meeting of plain air painters. With the beauty of the mountains and the charm of seeing multiple artists setting up easels around town, it would be a win win situation.

Second, why not plan an art hike event. You can combine spoken word artists, musicians, dancers etc to perform along a trail, sell tickets and expose people to both art and nature at the same time.

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

I have traveled around the US and Canada especially to many mountain towns which gives me the ability to offer a broad perspective on what other towns similar to Crested Butte are doing that is effective.

  
Signature

May 17, 2018

Date



## Memorandum

**To:** Town Council  
**From:** Dara MacDonald, Town Manager  
**Subject:** Manager's Report  
**Date:** June 4, 2018

### Town Manager

- 1) Requests for Town to take policy positions – The Town continues to receive periodic requests to comment on legislation or advocate for particular policy positions. Staff would like direction on how the Council would, or would not, like to consider these and future requests. Examples of recent requests include the following:
  - The Mountain Pact – Land and Water Conservation Fund Sign on Letter
  - CAST/Sen. Bennet – Seeking feedback on the Ski Area Fee Retention Act
  - CC4CA – Policy Agenda
    - Advocacy for Clean Car Standards
  
- 2) Meeting with USFS regarding wildfires – Mayor Schmidt, Mike Reily and I attended a meeting last week hosted by Matt McCombs, District Ranger for Gunnison Ranger District, to discuss the upcoming wildfire season. The USFS is very concerned about the current and projected very dry conditions through June. Attached is a letter from the Interim USFS Chief explaining her vision for the upcoming season. The primary takeaways from the meeting is that the USFS will do what they can to protect valued assets, though not at considerable risk to the lives of firefighters. They continue to ask people to be firewise and to do what they can to be prepared and to prepare their properties to be defensible in case of fire. Secondly, they want to prepare the community for tough conversations in case a fire should begin in any of the nearby wilderness areas since for forest health it may be best to let these areas burn, but also understanding there could be direct financial and health impacts to residents of the valley due to smoke. We are fortunate to have a district ranger and other proactive partners in the community who are so willing to engage and involve the local jurisdictions in discussions and decisions around wildland fire.
  
- 3) Dinner with Steamboat & Durango at CML – If you haven't already, please confirm if you are planning to attend the dinner on Thursday, June 21<sup>st</sup> following the CAST reception. Dinner will begin at 6:30 at Vendetta's Restaurant – 291 Bridge Street. Also, please take a look at the attached sheet and let me know your first, second and third choices for focused break out discussion for half an hour between dinner and desert.
  
- 4) Local Government Energy Academy save the date – flyer attached.

### Public Works

- 1) The crews are very, very busy with projects.
- 2) Paving of the 4-way and the 4<sup>th</sup> Street parking areas is scheduled to begin on June 4<sup>th</sup>.

Marshals

- 1) On the afternoon of June 6<sup>th</sup> there will be a farewell party for Dan Batteiger who has resigned to move to N Dakota. Stop by Rainbow Park around 3:00 to wish him farewell.
- 2) Several applications have been received from post-certified officers to fill the soon to be vacant position.

Parks & Rec

- 1) Still accepting applications for summer seasonal employees.
- 2) The Bike Park had a great volunteer day with lots of enthusiastic support. Things are nearly complete. The grand opening is scheduled for June 23<sup>rd</sup> at 2:00 p.m.
- 3) Solar panels at Tommy V have been installed. We are waiting on the electrician to complete the switchover. The bathrooms and lift station should be net-zero following completion of this project.
- 4) Softball season begins the week of June 4<sup>th</sup>. Go Staff Infections!

Community Development

- 1) Destination signs are being received and installation will take place this summer at various locations around town.
- 2) The trail access through Red Lady Estates will be relocated this summer. As part of this project there will be an easement relocation coming before Council in the coming weeks.
- 3) Clark's Market has submitted their application for an expansion and is scheduled for BOZAR in June. At this time, we do not anticipate construction beginning until 2019.
- 4) The Request for Qualifications for development of Block 76 and triplexes in 79 & 80 will be issued in the next week or so.
- 5) Staff is finalizing the Request for Proposals for parking solutions in the next week as well.

Town Clerk

- 1) Clarks Market has submitted an application for a malt beverage license (3.2 beer). Staff and the Town attorney are reviewing the application now.
- 2) Staff is working with the Town Attorney to determine the best way to address allowing beer in parks after January 1<sup>st</sup> when 3.2 beer will likely become unavailable.

Finance

- 1) We are in the process of implementing the new electronic time tracking system for employees and evaluating proposals for a new phone system.

Intergovernmental

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

Upcoming Meetings or Events

June 6<sup>th</sup> – Farewell to Dan Batteiger at Rainbow Park – 3:00 p.m.

June 7<sup>th</sup> – Elected officials dinner, Elk Ave Prime

June 8<sup>th</sup> – Town Picnic

June 13<sup>th</sup> – CBCS Facilities Master Plan, 5:30 at CBCS multi-purpose room

June 23<sup>rd</sup> – Bike Park grand opening, 2:00 p.m.

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

## Background - Land and Water Conservation Fund - May 2018

### What is the Land and Water Conservation Fund?

The Land and Water Conservation Fund (LWCF) is a federal fund, established in 1964, that is set up to invest in the conservation and preservation of public land and waters. It helps secure and enhance public access, conservation, ecosystem preservation, and outdoor recreation infrastructure. This bipartisan legislation uses zero tax dollars and instead uses royalty payments from offshore oil and gas reserves to protect important land and water resources nationwide. These funds provide grants for conservation and enhancement of outdoor spaces that support diverse opportunities for outdoor recreation and tourism. This investment ensures that visitors, ecosystems, and nearby communities can benefit. The LWCF enhances the protection and management of America's public lands.

### What is happening with the Land and Water Conservation Fund now?

Each year \$900 million dollars are paid into the LWCF, however \$20 billion of these funds have been diverted to other uses leaving inadequate funding for conservation projects.<sup>1,2</sup> Conservation projects supported by LWCF can be found in every state and most counties in the United States. Funding through the LWCF is supported by 85% of Americans.<sup>3</sup> Funding for the LWCF was originally approved for 25 years, was reauthorized for another 25 years in 1990, then was reauthorized for three years in 2015 and it is currently set to expire on September 30, 2018.<sup>4</sup> Permanent reauthorization of LWCF will provide a long-term funding solution to ensure protection of America's natural heritage and outdoor recreation opportunities.

### Why is the Land and Water Conservation Fund Important for Mountain Communities?

The LWCF funds have conserved and increased the health of land and water in America's public land system in every state and nearly every county in the United States.<sup>5</sup> The LWCF has helped create an extensive network of public lands for all Americans to enjoy. Outdoor recreation and proximity to open spaces -many of which have been enhanced through use of the LWCF- draw residents and tourists to mountain communities which provides significant economic support and a distinct way of life. In fact, counties in close proximity to public lands have been found to perform better in several key economic factors than counties without nearby public lands.<sup>6</sup> Outdoor recreation such as hiking, biking, kayaking, hunting, and fishing contributed and incredible 2 percent of the United States Gross Domestic Product (GDP) in 2016 and is growing faster than the overall United States economy at a rate of 3.8 compared to 2.8 percent.<sup>7</sup> Additionally, the Outdoor Industry Association found that the outdoor recreation economy contributes \$887 billion to the United States economy, and supports 7.6 million jobs.<sup>8</sup> Without funding for the further protection and enhancement of America's public lands, the economic success and cultural vitality of mountain communities may be at risk.

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<sup>1</sup><https://www.doi.gov/lwcf>

<sup>2</sup><https://www.doi.gov/lwcf/about/overview>

<sup>3</sup>Ibid

<sup>4</sup><http://thehill.com/policy/energy-environment/263424-conservation-fund-gets-3-year-lifeline-in-spending-bill>

<sup>5</sup><http://thehill.com/opinion/energy-environment/384469-local-economies-need-the-land-and-water-conservation-fund>

<sup>6</sup><https://headwaterseconomics.org/public-lands/federal-lands-performance/>

<sup>7</sup><https://www.bea.gov/newsreleases/industry/orsa/2018/orsa0218.htm>

<sup>8</sup><https://www.doi.gov/lwcf>

# Our Land, Our Water, Our Heritage

LWCF in COLORADO

HELP PROTECT COLORADO'S QUALITY OF LIFE BY SUPPORTING FULL FUNDING FOR THE LAND AND WATER CONSERVATION FUND

## LWCF Funded Units in Colorado

### Federal Program

Arapaho NF/Arapaho NRA  
 Arkansas River SRMA  
 Baca Ranch/NWR  
 Black Canyon of the Gunnison NP  
 Blanca Wildlife Habitat Area  
 Canyons of the Ancients NM  
 Colorado Canyons NCA  
 Colorado NWRs & NFs  
 Colorado NM  
 CO River/Ruby Canyon NCA  
 Comanche Nat Grassland  
 Cross Mountain NCA  
 Dominguez-Escalante NCA  
 Garden Park Fossil Area  
 Golden Bair Ranch  
 Grand Mesa Slopes SMA  
 Great Sand Dunes NP  
 Gunnison Basin ACEC  
 Gunnison Gorge NCA  
 Gunnison NF  
 Lake Fork of Gunnison SMA  
 McIntire Spring/Conejos River  
 Mesa Verde NP  
 Perins Peak WHA  
 Powderhorn WSA  
 Rio Grande NF  
 Rocky Mountain NP  
 Roosevelt NF  
 Ruby Mountain  
 Sand Creek Massacre NHS  
 San Miguel River  
 \*Sangre de Cristo CA  
 Two Ponds NWR  
 Unawep/Tabeguache NSB  
 Uncompahgre/San Juan NF  
 Upper Huerfano River EMA  
 Upper Colorado River SRMA  
 White River NF

Total State Grants \$60,000,000

**Total** \$268,250,000

\*multistate project

## LWCF Success in Colorado

The Land and Water Conservation Fund (LWCF) has provided funding to help protect some of Colorado's most special places and ensure recreational access for hunting, fishing and other outdoor activities. Colorado has received approximately \$268 million in LWCF funding over the past five decades, protecting places such as the Great Sand Dunes National Park, Uncompahgre, Arapahoe-Roosevelt, Gunnison and Rio Grande National Forests, and Canyon of the Ancients National Monument.

Forest Legacy Program (FLP) grants are also funded under LWCF, to help protect working forests. The FLP cost-share funding supports timber sector jobs and sustainable forest operations while enhancing wildlife habitat, water quality and recreation. For example, the FLP contributed to places such as the Catspaw Ranch along the headwaters of the Navajo River in Southern Colorado and Ben Delatour Scout Ranch along the Front Range near Fort Collins. The FLP assists states and private forest owners to maintain working forest lands through matching grants for permanent conservation easement and fee acquisitions, and has leveraged approximately \$22.6 million in federal funds to invest \$25 million in Colorado's forests, while protecting air and water quality, wildlife habitat, access for recreation and other public benefits provided by forests.

LWCF state assistance grants have further supported hundreds of projects across Colorado's state and local parks including trails development in Lory and Cheyenne Mountain State Parks and park acquisitions at Golden Gate Canyon, Boyd Lake, and Roxborough State Parks.

## Economic Benefits

Active outdoor recreation is an important part of the Colorado economy. The Outdoor Industry Association has found that active outdoor recreation generates \$28 billion in consumer spending in Colorado, 229,000 jobs which generate \$9.7 billion in wages and salaries, and produces \$2 billion annually in state and local tax revenue. Further, the U.S. Census reports that each year over 2.2 million people hunt, fish, or enjoy wildlife-watching in Colorado, contributing \$3 billion in wildlife recreation spending to the state economy.



Children in Medano Creek, Great Sand Dunes NP Credit: NPS  
 Top: Ute Trail, Rocky Mountain National Park Credit: NPS

## LWCF in Colorado

### Cross Mountain Ranch

LWCF funding in FY2013 was used to acquire the 920 acre Cross Mountain Ranch on the Yampa River in northwest Colorado. Previously, access to the area was difficult at best because the only feasible routes were through private property or by boat. Now, the conservation lands, as well as the access they provide, are open to all hunters, anglers, boaters, hikers and other outdoor recreationists. The project area includes 2.8 miles of frontage on the Yampa River and provides habitat to 400 elk (including a large number of trophy bulls), mule deer and all four species of Colorado warm-water fish.

### Fiscal Year 2018 Agency Priority Project List for Colorado

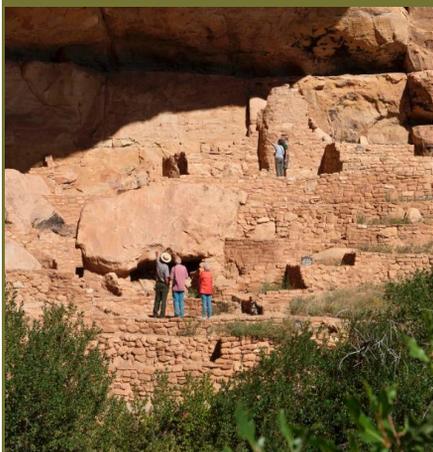
Agency	Project	Amount	Delegation
NPS	Black Canyon of the Gunnison National Park	\$2,636,000	Bennet, Gardner/Tipton
NPS	Great Sand Dunes National Park	\$108,000	Bennet, Gardner/Tipton
FS	Parks and High Points: Grand Mesa NF, Uncompahgre NF & Gunnison NF	\$2,500,000	Bennet, Gardner/Tipton

### The Fiscal Year 2018 President's Budget:

The President's Fiscal Year 2018 Budget proposal would virtually eliminate the Land and Water Conservation Fund, reducing the program's budget by nearly 85% from this year's enacted level. Under this proposal, funding for federal land conservation at America's National Parks, National Forests, National Wildlife Refuges and other public lands would be slashed as much as 89%. State grant programs to support local recreation facilities, state parks, wildlife habitat and other community conservation priorities would also be largely wiped out. Working forest protection—which opens up public access and protects drinking water supplies while still keeping jobs in the woods—is eliminated altogether. Without robust LWCF funding in FY 2018, Colorado's conservation and outdoor recreation needs could be put on hold or lost forever.

### FY17 Enacted vs. FY18 Budget Request Comparison

Agency/Program	FY17 Enacted Funding	FY18 President's Budget
National Park Service	\$42,023,000	\$14,856,000
Bureau of Land Management	\$31,416,000	\$3,609,000
U.S. Forest Service	\$54,415,000	\$7,000,000
Fish and Wildlife Service	\$49,995,000	\$17,051,000
Sec. 6 Habitat Conservation	\$30,800,000	\$0
Forest Legacy Program	\$62,347,000	\$0
Highlands Conservation Act	\$10,000,000	\$0
American Battlefield Protection	\$10,000,000	\$8,481,000
State & Local Assistance	\$110,006,000	\$3,043,000



Step House, Mesa Verde NP  
Credit: NPS

LWCF is a simple idea: that a portion of offshore drilling fees should be used to protect important land and water for all Americans. These are not taxpayer dollars. Unfortunately, the promise of LWCF has been broken. The program is authorized to receive up to \$900 million each year—but most of these funds have been diverted elsewhere. Now is the time to fix this and ensure that funds retained in the LWCF account are used for their intended conservation and recreation purposes.

LWCF supports the acquisition of land and conservation easements to protect our national parks, wildlife refuges, forests, trails, and BLM sites, grants funds to the states for local and state park needs, protects critical wildlife habitat, watersheds and recreational access, and conserves working farms, ranches and forestlands that enhance local economies.



[www.lwcfcoalition.org](http://www.lwcfcoalition.org)

## STAND-ALONE SKI FEE RETENTION BILL SUMMARY

This bill locally retains a portion of the roughly \$37 million in permit fees (5 year average) that ski areas generate annually to improve ski area permit administration, processing of ski area proposals, and address any backlogs in permit administration or processing of ski area proposals. The Forest Service, the 122 ski areas operating on National Forest System lands in thirteen states, and potentially other recreation permittees would benefit from the bill. Approximately \$22-24M would be retained annually by the Forest Service under ski fee retention.

### Benefits of Ski Fee Retention

Ski Fee Retention would provide the Forest Service with the capacity it needs to administer ski area permits and review ski area proposals for future improvements. It would also provide ski areas with the certainty they need to make long-term business decisions on making private investments on needed infrastructure on public land; help facilitate implementation of year-round recreation activities, thereby creating year-round jobs, boosting rural economies, and improving the recreation experience for visitors; and ultimately support the Forest Service in fulfilling its recreation mission.

### Partial Retention of Fees

Forests with ski area fees in excess of \$15M annually would retain 50% of the fees locally. The remaining 50% would continue to go to the Treasury.

Forests with ski area fees at or below \$15M annually would retain 65% of the fees locally. The remaining 35% will continue to go to the Treasury.

### Transfer of Fees to Other Ski Forests

To the extent a forest with greater than \$15M in annual ski area permit fees can't reasonably spend the money retained, the fees may be shared or transferred to other national forests with at least one ski area, however the originating forest is guaranteed a minimum of 35% of those retained fees.

To the extent a forest with \$15 M or less in annual ski area permit fees can't reasonably spend the fees retained, the fees may be shared or transferred to other national forests with at least one ski area, however the originating forest is guaranteed a minimum of 50% of those retained fees.

In transferring fees to other ski forests, the following considerations would be taken into account:

- The number of proposals for ski area improvements on those forests;
- Any backlog in ski area permit administration or processing of ski area proposals; and
- The need for services, training, staffing or contracting in other forests that would improve permit administration.

### Other Recreation Permits

In the event that ski area permit administration needs are met across the country, including the transfers or sharing of retained fees to other national forests, the bill allows retained funds to be expended on non-ski area recreation permit administration.

### Limits on Expenditures

Retained fees may only be used for ski area permit administration and processing of proposals for ski area improvement projects, training programs for ski area permit administration and processing of proposals, and interpretation, visitor information and visitor services to enhance visitor experience and support delivery of the USFS Avalanche Information and Education Program. They may be spent on other recreation permit administration (non-ski area) to the extent funds exist after all ski area program needs have been met.

Retained fees may not be used for wildfire suppression or preparedness, biological monitoring under ESA except as required by law in conjunction with a ski area improvement project, acquisition of federal land or USFS administrative sites.

Retained ski area permit fees are in addition to appropriated funds, not in lieu of appropriated funds.



## CC4CA Policy Agenda for 2017–2018

Colorado Communities for Climate Action is a coalition of local governments advocating for policies that protect Colorado’s climate for current and future generations. CC4CA’s policy priorities for 2017–2018 reflect unanimous agreement among the coalition members on steps that should be taken at the state level, often in partnership with local governments, to enable Colorado and its communities to lead in protecting the climate. These steps would complement the strong local climate actions CC4CA members already have underway. The policy agenda primarily includes specific policies to be undertaken by the state government, but CC4CA will also be active in 2017–2018 in advocating for federal actions.

### General Policy Priorities

The following general principles guide the specific policies for which Colorado Communities for Climate Action advocates. CC4CA:

Supports state and federal government collaboration with Colorado’s local governments to advance local climate protection action through the provision of information, technical assistance, funding, and other resources.

Supports state and federal programs directly and indirectly related to achieving reductions in heat-trapping emissions, and continued and adequate funding of those programs.

Supports analyses, financial incentives, and enabling policies for the development and deployment of clean energy technologies.

Supports state and federal impact assistance programs requested by affected communities that are impacted by the reduced use of fossil fuels for power production.

### Specific Policy Positions

Colorado Communities for Climate Action supports the following policy positions:

#### Local Climate Programs

**1. Supports state-level actions to remove barriers and promote opportunities that allow counties and municipalities to maximize the deployment of local clean energy options.**

The deployment of local energy generation and technology will continue to be a critical component of Colorado communities' climate efforts. In many cases, regulatory or legislative limitations exist that will need to be removed for communities to fully explore new local program options and technologies that can effectively reduce fossil fuel use, increase energy resilience, and support community values related to climate protection. For example, the integration of local renewable energy, storage technologies, and microgrids all support a local jurisdiction's ability to address the supply side of energy-related emissions.

**2. Supports requiring local governments with adopted building codes to include the 2015 or newer International Energy Conservation Code, or provisions substantially similar to it, in their building codes and to develop a process for updating the energy code on a regular basis.**

House Bill 07-1146, adopted in 2007, required cities and counties in Colorado with building codes to adopt and enforce a building energy code at least as stringent as the 2003 International Energy Conservation Code. That law was effective in stimulating local jurisdictions to adopt an up-to-date model energy code, but the 2003 IECC "floor" is now outdated, which could be remedied by amending the legislation to make the 2015 IECC the new minimum standard. The Southwest Energy Efficiency Project estimates that about 40 percent of new construction in the state is being built in jurisdictions where the 2015 IECC (or better) has been adopted. However, numerous jurisdictions in Colorado are still on the 2006 or 2009 IECC. As a result, new construction there is much less energy efficient than it could or should be. SWEEP estimates the incremental cost for building a new home that meets the 2015 IECC is about \$2,400, relative to a home built to the 2006 IECC. The annual energy savings is worth about \$390, meaning a six-year simple payback.

**3. Supports state government actions to enable local governments to obtain the energy use and other data they need to effectively address climate change.**

Local governments need convenient and consistent access to data that is essential for developing and administering local programs that address clean and efficient energy and reductions in heat-trapping emissions. For example, access to uniform data from electric and gas utilities is critical for implementing building energy use disclosure and benchmarking programs designed to make sure building owners, tenants, and others can be fully informed about energy performance. Local governments also struggle to get consistent data regarding waste collection and disposal, oil and gas operations, and other sources of heat-trapping emissions. CC4CA supports state government actions and policies that lead to uniform systems for collection and distribution of data from investor-owned and public utilities that is easily accessible to local governments, while still protective of data privacy for residents and businesses.

## **State Climate-Specific Programs**

**4. Supports statutory codification of aggressive and enforceable goals to reduce net statewide heat-trapping emissions, including the goal of reducing emissions by more than 26 percent by 2025, compared to 2005 levels, as established by Governor John**

**Hickenlooper through executive order, and including a further goal of reducing emissions by at least 80 percent by 2050, compared to 2005 levels.**

In July 2017, Governor Hickenlooper issued Executive Order D 2017-015, which, among other things, set an official state goal of reducing statewide heat-trapping emissions by more than 26 percent by 2025, compared to 2005 levels. This would have Colorado do our share to fulfill the national commitment the United States made under the Paris Agreement. CC4CA has applauded the governor for his action, which provides an essential framework for shaping climate protection actions in Colorado.

CC4CA also supports an additional goal of reducing emissions by at least 80 percent by 2050, building on the goal set in 2008 by then-governor Bill Ritter, Jr., in Executive Order D 004 08. This would have Colorado do our share to achieve the global emission reductions which scientists say must be achieved or even exceeded to protect the climate from dangerous human interference.

CC4CA supports the codification of the state's emission reduction goals in statute, as other states have done, so that they remain the cornerstone of state climate protection actions over time, including following transitions from one governor to another.

**5. Supports legislative, regulatory, and administrative actions by the Colorado state government to achieve the state's emission reduction goals and to implement the Colorado Climate Plan, and requests an opportunity for meaningful, sustained engagement by CC4CA in developing those specific steps.**

New concrete actions are necessary to achieve the state's emission reduction goals established by Governor Hickenlooper and to carry out the Colorado Climate Plan he released in 2015, which is a high-level overview document of state actions for adapting to future climate change impacts and reducing heat-trapping emissions. The governor and other state officials are now considering a new series of steps to develop concrete policy actions to meet the goals of the executive order and the general goals described in the plan. CC4CA believes it essential that the state government provide an opportunity for meaningful, sustained collaboration with local governments in developing specific climate actions, and proposes that representatives of CC4CA be included in that process. Following the July 2017 release of Governor Hickenlooper's executive order, CC4CA initiated a letter to the governor through which 75 local elected officials expressed support for the executive order and its goals and stated their readiness and willingness to help his administration shape and implement concrete, measurable actions that will be needed to meet these goals.

**6. Supports the development of a new forecast of future heat-trapping emissions reflecting Colorado laws and Colorado-specific information by the Colorado Department of Public Health and Environment, with input from local government and other stakeholders.**

The "Colorado Greenhouse Gas Inventory: 2014 Update Including Projections to 2020 & 2030," prepared by the Colorado Department of Public Health and Environment, includes a forecast of statewide emissions that utilizes federal Environmental Protection Agency nationwide assumptions about future emissions policies. As a result, the inventory does not reflect currently adopted Colorado laws and policies, such as our Renewable Energy Standard. Without this

information, it is impossible to tell what progress Colorado is already on track to make—or not make—in reducing future heat-trapping emissions. CC4CA in July 2017 sent a letter to CDPHE recommending the development of a new Colorado inventory of heat-trapping emissions that incorporates existing Colorado law and policy in order to more accurately track the state’s progress in achieving its emissions reduction goals, and will continue working for that action.

**7. Supports a comprehensive market-based policy to reduce Colorado’s heat-trapping emissions.**

Climate change is considered a market failure by economists, because it imposes huge costs on society—so-called external costs—that are not normally reflected in the prices of the goods and services causing the cost. To overcome this market failure, CC4CA supports an effort to internalize the costs, by putting a price on heat-trapping emissions and allowing that price to help drive emission reductions. Such a market-based approach could be undertaken at national, regional, or state levels, and could take different forms. One approach would be a tax on heat-trapping emissions. Another would be a cap-and-trade program that allows trading of limited emission rights that are sold and then could be traded to achieve economically efficient emission reductions. Examples are the Regional Greenhouse Gas Initiative in northeastern U.S. states, which includes both in-state and regional trading via the Western Climate Initiative.

## Electricity Generation

**8. Supports concrete state government actions to reduce emissions from the electricity sector in Colorado by at least 25 percent by 2025 and at least 35 percent by 2030, compared to 2012 levels, consistent with the goals established by Governor John Hickenlooper through executive order.**

Executive Order D 2017-015 establishes new state goals for reducing emissions from the electricity sector that are consistent with what the state had under consideration to comply with the U.S. Environmental Protection Agency’s Clean Power Plan under the Obama administration. CC4CA believes that greater emission reductions are possible than called for in the executive order and that further reductions are needed into mid-century, especially given the more ambitious targets that Xcel Energy has identified as achievable in its Colorado Energy Plan currently under consideration by the Public Utilities Commission. CC4CA supports concrete actions by the Colorado Public Utilities Commission and/or the Colorado Department of Public Health and Environment to ensure the new goals in the executive order are achieved, and to achieve greater reductions beyond them.

**9. Supports the early decommissioning and retirement of existing fossil-fuel based generation facilities and their replacement with clean energy supplies, through means that protect both utilities and consumers.**

CC4CA supports actions in Colorado to enable the early retirement of fossil-fuel based power plants and their replacement with clean energy sources, while protecting the economic interests of both the utilities owning the power plants and electricity customers.

In the Colorado General Assembly’s 2017 session, CC4CA supported legislation to allow refinancing of older, less efficient power plants, by way of ratepayer-backed bonding, that could make it possible to retire those plants in favor of newer, cleaner sources, while protecting the

economic interests of both utilities and consumers. In August 2017, Xcel Energy and more than a dozen other entities (including the City of Boulder, a CC4CA member) announced an agreement to seek approval from the Public Utilities Commission of a proposal to retire two old, coal-fired generators at the Comanche power plant in Pueblo, to be replaced with newer energy sources with lower (or no) heat-trapping emissions. The coalition said the proposal is predicated on the cost of the new energy sources meeting or beating the current cost of power from the power plants to be retired.

Across the nation, the generation of electricity is rapidly and increasingly shifting from coal-fired power plants to less polluting plants, driven primarily by economic forces but sometimes also by governmental policies and actions, from climate action plans to new authority for refinancing existing plants. The shift to cleaner electricity generation is driving down heat-trapping emissions from that sector and holding down overall national emissions.

**10. Supports preservation of the ability of electric cooperatives to independently purchase local renewable electricity, consistent with the decisions of the Federal Energy Regulatory Commission that both direct and indirect restrictions on such ability are in violation of federal law.**

Tri-State Generation and Transmission Association, first directly through attempts to impose contractual limitations and then indirectly through attempts to impose fees, has tried to keep its customer electric cooperatives from being able to purchase electricity generated from local renewable sources by other suppliers. In decisions involving Tri-State and Delta Montrose Electric Association, the Federal Energy Regulatory Commission has found these attempts to be in violation of the Public Utilities Regulatory Policy Act, which actually requires a coop to purchase such electricity, and has blocked Tri-State from blocking those purchases, either through direct contractual prohibitions or indirectly through the imposition of fees. CC4CA supports preservation of the ability of coops to purchase non-polluting electricity, free from these or any similar limitations, as allowed under federal law and these FERC decisions.

**11. Supports state legislation to incrementally increase the Renewable Energy Standard.**

Colorado's current Renewable Energy Standard requires electricity providers to obtain these minimum percentages of their power from renewable energy sources:

- Investor-owned utilities: 30 percent by 2020, of which 3 percent must come from distributed energy resources.
- Large rural electric cooperatives: 20 percent by 2020.
- Municipal utilities and small rural electric cooperatives: 10 percent by 2020.

This standard has been one of the most effective state policies in facilitating the transition from carbon-intensive fossil fuel electricity sources to renewable sources, and CC4CA supports giving consideration to incrementally increasing the standard for all three types of utilities.

**12. Supports state legislation to require the Public Utilities Commission to consider all environmental and health costs of the fuels used by investor-owned utilities to generate electricity.**

Electric utilities should be required to include the costs of heat-trapping emissions when developing their long-term integrated resource plans, as would have been required under a bill considered in the 2016 session of the Colorado General Assembly. The “social cost of carbon” is the economic cost of the impacts of heat-trapping emissions, which can be used to compare the overall costs and benefits of alternative energy sources. Legislation requiring utilities to generate at least one scenario identifying the impacts of heat-trapping emissions would enable utilities, regulators, ratepayers, and others to better understand the true costs of different choices for electricity generation.

### **13. Supports state net metering policies that incentivize distributed generation installations, in ways that are consistent with current net metering policies.**

Participation and customer survey data demonstrate that metering, billing, and rate policies are important to utility customers who invest in distributed energy technologies. Colorado’s current net metering policies allow electric customers who make such investments, primarily in the form of rooftop solar systems, to net their solar energy production against their consumption. Available in 43 states, this simple billing arrangement is one of the most important policies for encouraging rooftop solar and other on-site clean energy options. Net metering also helps foster the voluntary reduction of heat-trapping emissions, contributes to the reliability of the electricity supply and distribution systems, supports the residential and small-commercial renewable energy industry, and helps to more quickly replace coal-fired power plants with cleaner sources of energy. In recent years utilities have sought approval from regulatory bodies in many states to either abandon or reduce net metering rates. CC4CA supports Colorado’s existing net-metering protocols, and opposes efforts to weaken or eliminate this important clean energy incentive.

## **Energy Efficiency**

### **14. Supports legislative, regulatory, and administrative actions for electric utilities to achieve energy-efficiency savings of 2 percent per year beyond 2020, building on the 2020 goal established by Governor Hickenlooper through executive order. Municipal and cooperative utilities should also adopt and achieve similar efficiency targets.**

In the 2017 session of the Colorado General Assembly, CC4CA supported HB 17-1227, which was enacted to extend an existing law, requiring regulated utilities to achieve electricity savings of 5 percent of retail sales from 2018–2028. Colorado utilities have already demonstrated that they can readily exceed this modest goal. The Southwest Energy Efficiency Project reports that from 2008–16 Xcel Energy and Black Hills Energy achieved 10 percent savings, well over 1 percent per year, with an overall benefit-to-cost ratio of more than two-to-one, and saving households and businesses nearly \$1.4 billion net over that time period. Governor Hickenlooper’s Executive Order D 2017-015 set a new goal to achieve 2 percent per year-energy efficiency by 2020, which is readily achievable and should be extended beyond that date.

### **15. Supports ongoing and sustainable funding for the Weatherization Assistance Program.**

Low-income and vulnerable households spend a disproportionately large share of their income on energy utility bills. The federal Weatherization Assistance Program was created in 1976 to address this problem. Administered here by the Colorado Energy Office, WAP provides funding to locally administered home weatherization programs to provide free weatherization services to Colorado's low-income residents in order to improve the energy efficiency of their homes. Colorado supplements its annual federal WAP allocation with state severance tax dollars, both of which can be volatile sources of revenue. A stable revenue stream for Colorado's eight WAP programs would support the dual goals of assisting families in reducing their energy bills while promoting safe, comfortable, and energy-efficient housing.

**16. Supports state enabling legislation to provide counties and statutory cities and towns with the same authority held by home rule cities to implement local energy conservation policies and programs.**

Unlike their home rule municipal peers, Colorado counties and statutory cities and towns in many cases lack authority to adopt and implement energy conservation policies and programs. For example, only Colorado home rule cities have statutory authorization to enact such ordinances, but energy conservation ordinances are proven policy tools for improving the energy efficiency and performance of existing residential and commercial buildings. Enabling legislation is needed to provide Colorado's counties and statutory cities and towns with the authority necessary to enact policies and programs that can support and promote energy conservation within their jurisdictions.

## Transportation

**17. Supports adoption by the Colorado Air Quality Control Commission of California's motor vehicle emission standards, including requirements for zero-emission vehicles, as allowed by the federal Clean Air Act and as already done by many other states.**

The federal Clean Air Act provides authority for California to adopt its own emission standards for new motor vehicles, if at least as stringent as federal standards, and for other states to adopt the California standards. Twelve states plus Washington, D.C., have adopted California's basic emission standards. These states represent about 35 percent of the nation's population and the same share of new motor vehicle sales. Also, nine states have adopted the specific California standards requiring manufacturers to achieve specified sales of zero tailpipe-emission vehicles (battery-only electric vehicles). CC4CA supports Colorado adopting the California vehicle standards, including those for zero-emission vehicles.

The separate California vehicle standards have enjoyed unusual bipartisan support, including among Colorado's congressional delegation, both as an example of cooperative federalism among federal and state governments and as important for protecting the climate. A June 2017 letter to the Administrator of the U.S. Environmental Protection Agency supporting continuation of the EPA waivers under the Clean Air Act for the California standards was signed by Rep. Mike Coffman, Republican of Colorado, and Rep. Jared Polis, Democrat of Colorado, along with other Congressmen of both parties.

In recent years, the basic California standards have been synchronized with federal emission and fuel efficiency standards. The Trump administration is now considering rolling back the federal standards, which would make the California standards even more important in reducing

heat-trapping emissions. Reducing emissions from the transportation sector is increasingly important as emissions from electricity generation have fallen, and transportation is now the sector producing the most heat-trapping emissions.

**18. Supports new state government incentives for the purchase and use of zero emission vehicles, and the development of the infrastructure needed to support the use of those vehicles across Colorado.**

Nationally, transportation has become the sector responsible for the most heat-trapping emissions. Colorado's recent population growth has led to a commensurate increase in vehicle miles traveled, which has overtaken the emissions reductions made possible through the increasing fuel efficiency of the statewide vehicle fleet. Electrification of light- and heavy-duty vehicles, as well as other emerging zero-emissions technologies, holds perhaps the greatest promise for emissions reductions in this sector. CC4CA supports legislative, regulatory, and administrative action to increase the adoption of electric vehicles by investing in electric vehicle charging stations, educating customers about EVs, and providing customer incentives. CC4CA also supports committing a portion of Colorado's share of the Volkswagen emissions control violations settlement to the construction of electric vehicle charging infrastructure across Colorado, an expressly approved use of these funds, as CC4CA urged in comments it submitted to the state in 2016. CC4CA also supports Colorado adoption of the California motor vehicle emission standards (see #17 above), including their provisions on sales of zero-emission vehicles.

## Methane

**19. Supports additional Air Quality Control Commission action to reduce emissions of methane from oil and gas operations.**

Methane has a much more potent (although short-lived) heat-trapping effect than carbon dioxide, and reducing methane emissions is a highly effective way to buy some time for more comprehensive actions to reduce carbon dioxide emissions. In 2014 Colorado became the first state in the nation to limit methane emissions from oil and gas operations when the Air Quality Control Commission (AQCC) adopted rules that require oil and gas companies to find and fix methane leaks, as well as install technology that captures emissions of both methane and volatile organic compounds, which contribute to ground-level ozone pollution. Pending is a decision by the AQCC, following an October 2017 hearing, on whether to adopt proposed revisions to these regulations to increase hydrocarbon emission reductions in the Denver Metro Area/North Front Range non-attainment area for inclusion in Colorado's state implementation plan to meet federal ground-level ozone air quality standards. The revisions, which would improve on existing requirements to control equipment leaks at natural gas processing plants and well production facilities, would also reduce methane emissions. The AQCC may also consider adopting similar requirements on facilities on a state-wide basis.

## Solid Waste Reduction

**20. Supports adoption and implementation of a plan by the Colorado Department of Public Health and Environment to achieve the statewide waste diversion goals established by the Solid and Hazardous Waste Commission.**

Recycling and composting reduce emissions of both methane and carbon dioxide. Colorado has a low solid waste diversion rate of 19 percent, compared with the national average of 35 percent. In August 2017, the Colorado Solid and Hazardous Waste Commission adopted new statewide and regional municipal solid waste diversion goals, including separate goals for 11 Front Range counties and for the remainder of the state for the years 2021, 2026, and 2036. Statewide, the goal is to increase the diversion rate to 45 percent by 2036.

CC4CA supports:

- The development and implementation of a plan to achieve at a minimum the diversion rates adopted by the Commission.
- Colorado Department of Public Health and Environment evaluation of whether additional legislative authority is needed to effectively manage diversion programs, including but not limited to economic and technical assistance for local and regional waste diversion programs and facilities, a concern identified in the 2016 Integrated Solid Waste & Materials Management Plan.
- Consideration of statewide bans of specific materials from landfills, such as the prohibitions now in place on electronic devices and paint products, and advanced disposal fee policies for certain products, such as those already enacted for paints and waste tires.

## Vehicle Emissions Standards in Colorado

### Background

- In 2012 the Obama administration [alternatively: the Environmental Protection Agency] adopted updated vehicle emissions standards that would progressively and predictably improve fuel efficiency across the U.S., nearly doubling the fuel economy of cars by 2025.
- These standards would make new cars a little more expensive – about \$1,000 on average. But these standards would also save drivers roughly \$4,000 on average over the life of the car because of fuel savings.
- The standards are estimated to save consumers \$50 billion a year by 2030; reduce oil consumption by 23 billion gallons per year; and reduce greenhouse gas emissions by 270 millions tons per year. [cite: <https://www.ucsusa.org/sites/default/files/attach/2016/06/Fuel-Economy-Standards-2017-2025-summary.pdf>] [alternative: These standards [would also prevent more than 6 billion metric tons of carbon pollution hitting our atmosphere](#). That is roughly equivalent [to an entire year's worth of carbon emissions in the U.S.](#)]
- [Recent polling](#) [October 2017] found that 78 percent of Colorado voters strongly support maintaining strong fuel efficiency standards, not weakening them. The same polling found comparable support in other states around the country, including [Michigan, Ohio, Pennsylvania, and Virginia](#).
- However, the Trump administration [or you can say “the Environmental Protection Agency”] is planning to roll back those improved standards.
- These new standards are driving important technological improvements in auto design and safety, job creation, and substantial air pollution reductions.
- These emissions standards were adopted with broad public and political support including support from the auto industry. A rollback - moving backward on improving vehicle efficiency and reducing pollution - makes no sense.

### Impacts of the Fuel Efficiency Rollback

- [An Environmental Defense Fund analysis found that carbon pollution in Colorado would increase by up to 4.3 million tons](#), nearly the amount produced annually by Comanche Units 1 and 2. [Alt: It will nearly wipe out

the carbon pollution gains from the retirement of the Comanche 1 and 2 coal-fired power plants in Pueblo.]

- A projected 15% increase in nitrogen oxide pollution from cars – one of the major contributors to smog. [cite: Environmental Defense Fund analysis]
- On average, each car buyer in Colorado consumers would lose more than \$3,000 in net fuel savings.
- It will make it much more difficult to achieve Governor Hickenlooper's climate goals for Colorado. It will weaken Governor Hickenlooper's legacy of leaving Colorado in better shape than when he became the governor.

### What Governor Hickenlooper and the State of Colorado Can Do

- Governor Hickenlooper has been a strong leader on this issue in Colorado. His administration [or you can say "the Colorado Department of Public Health and Environment"] has pushed for strong national vehicle emissions standards.
- Under the Clean Air Act, individual states can adopt their own advanced clean car standards. In fact, twelve other states and the District of Columbia have already done this. [FYI: More precisely, individual states can adopt a set of standards based specifically on California's standards.]
- Whatever the Trump administration does, Colorado has the option of adopting our own statewide emissions standards that preserve those fuel efficiency and pollution improvements. This would be a powerful opportunity for the governor to continue exercising strong leadership on this critical issue. On behalf of my constituents, I thank the Governor for his leadership on this issue and encourage/urge/etc. him to preserve the existing efficiency standards at least here in our state.

### Why Individual Local Elected Officials Might Care

If Colorado adopts advanced clean car standards, it will mean:

- The families/residents and businesses you represent will save money
- Substantially less toxic air pollution in your community
- Substantially less carbon pollution, helping to reduce the impacts of climate change
- This helps Colorado [or communities across Colorado] position itself to be competitive in the coming decades

Also

- **DEFINITELY** highlight that you are an elected official representing whichever community you represent and you spend a lot of time talking to and listening to your constituents about their priorities, their aspirations, and their fears. Or something like that. You can point out that this issue is so important in communities like the one you represent [citing whatever your most resonant issues are ... maybe air pollution from inversions in the valley, reducing the cost of transportation for people that have to commute longer and longer distances, you were elected in part because you committed to making sure our community does its part to achieve the goals of the Colorado Energy Plan, etc.].

**CML Dinner with Durango****Breakout Table Topics**

Your Name:

Hello Council,

I am working on the CML dinner with Steamboat Springs, Durango and Crested Butte and need to know your desired area of discussion for the breakout tables.

**Please rank order your top 3 areas of interest.** The following areas have been discussed, however you can add one at the bottom of the list as well.

- Homelessness
- Fiscal Sustainability / Revenue Diversification
- Short Term Rentals
- Affordable / Workforce Housing
- Annexation
- Marijuana
- Community Engagement
- Maintaining Community Character
- Drought / Wildfire Threat
- Climate and Sustainability
- Asset management
- Other: \_\_\_\_\_



(<http://www> Extension (<http://lgea.colostate.edu>)  
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## Local Government Energy Academy (<http://lgea.colostate.edu/>)



Local governments across Colorado are becoming more interested in opportunities to save money, increase sustainability, and achieve community energy goals. Some communities have set bold renewable energy targets, while others simply want to reduce their energy bills. A vast array of energy programs and funding opportunities exist that can help local governments move forward however they see fit. At the same time, many local governments don't have the staff or resources available to identify or implement these opportunities.

CSU Extension's Local Government Energy Academy is a workshop intended to educate elected officials and staff about ways to participate in efficiency, renewables, and alternative transportation fuels. An LGEA workshop consists of a high-level overview of energy options in Colorado as well as deep dives into what local governments can do today to impact both their operations and the broader community.

Attendees of LGEA workshops will:

- better understand how the energy transition is currently playing out in Colorado
- learn about energy programs and funding opportunities available now
- hear directly from communities that have already experimented with energy options
- be able to identify the opportunities that work best for your community
- make direct connections with agencies, consultants, and contractors who can help you implement next steps
- become eligible for follow-up assistance from CSU Extension

[lgea.colostate.edu](http://lgea.colostate.edu)

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**File Code:** 5150  
**Route To:**

**Date:** APR 02 2018

**Subject:** Chief's Letter of Intent for Wildland Fire - 2018

**To:** Regional Foresters, Station Directors, IITF Director, Deputy Chiefs and WO Directors

As I consider the upcoming fire year, employee safety and security are foremost on my mind. We are all responsible to *Stand Up For Each Other* and ensure we are fostering a work environment characterized by mutual trust, valuing differences, listening to understand, and learning from each other. Employees must work in a safe, healthy, harassment-free, productive and resilient environment, where all are recognized and valued for their contributions.

I also want to be clear that we will continue to implement strategies and tactics that commit responders only to operations where and when they can be successful. We will deploy our people under conditions where important values actually at risk are protected with the least exposure necessary, while maintaining relationships with the communities we serve. Each of us must remain committed to "stop, think and talk" before "acting" in any circumstance that may represent unnecessary exposure.

Wildland fire management is vitally important to the land management mission of our agency, to our partners' missions, and to the American people. We must take the necessary steps to ensure we deliver our mission, including those key land management activities that help reduce fire risk, across all land ownerships. We manage many landscapes that have evolved to depend on fire. We should use wildland fire to achieve desired ecological conditions where possible and where it makes sense.

With this in mind, I provide this direction to ALL employees, as each of you use or engage with fire. Whether from the perspective of employee and public safety, an ecological benefit, the need to protect values at risk, or the strain it can cause on agency budgets, these principals apply:

- We will continue to improve the wildland fire system to one that more reliably protects responders and the public, sustains communities and conserves the land.
- We will continue to engage our partners and our communities early and often to ensure we are sharing risk upstream, to work towards achieving our shared goals and missions.
- As a part of Improving Forest and Rangeland conditions, we will bring urgency and focus to working at larger scales and increasing active management, using all tools we have available, including those Congress just provided to us in the 2018 Omnibus bill.



- We will set expectations to increase and diversify partnerships that deliver outcomes through shared stewardship. We will foster innovation and capacity to streamline processes.

We remain committed to the goals of the *National Cohesive Wildland Fire Management Strategy*, which seeks to create resilient landscapes, fire adapted communities and safe and effective wildfire response that bases decisions on risk analysis for all ownerships. The strategy's vision is to safely and effectively extinguish fire when needed; use fire where allowable; manage our natural resources; and as a nation, live with wildland fire.

I am very heartened by the recent passage of the Omnibus bill and the fire funding fix that begins in Fiscal Year 2020. When the fire funding fix does take effect, the Forest Service—and the American people—will benefit in two key ways. First, it will end the disruptive practice of transfers from other mission programs to cover firefighting costs. Second, it will stop the erosion of our non-fire programs and help us finally restore balance to our program delivery on behalf of the people we serve. This significant change is a measure of the trust that Congress and the administration place in every one of us. Through your hard work, you have earned the confidence of our elected officials that we will continue to meet the needs of the people we serve. It is our time to step up to the challenge- to achieve even more on the ground – and we can succeed by continuing to look for more efficient and effective ways to get our work done.

I am proud of Forest Service employees and the work we do in meeting the wildland fire challenges we face. For 2018, my expectation is twofold:

1. For all of us to sharply focus our efforts on the risk informed decisions we make as agency administrators, fire leaders, fire responders and land managers.
2. To work together to foster the work environment that all employees and partners want and deserve.

The strong, courageous and forward-thinking people in this agency, along with our partners, can come together to make a difference in our culture. I want every employee to be empowered to continuously improve our work. My sincere thanks to each of you for the great work you do.



VICTORIA CHRISTIANSEN  
Interim Chief



## Staff Report

June 4, 2018

**To:** Mayor Schmidt and Town Council

**Thru:** Michael Yerman, Community Development Director

**From:** Jessie Earley, Assistant Design Review & Historic Preservation Coordinator

**Subject:** Ordinance 15, Series 2018, Release of Agreements for Land Use Conditions and Restrictive Covenants for 520 Third Street, Block 34, South 10' of Lot 20 and all of Lot 21

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### BACKGROUND:

A release of one restrictive covenant agreement (RCA) is being requested by the property owner Murray E. & Jane M. Banks Joint Trust at 520 Third Street. The RCA was filed in the Gunnison County real property records as Reception #643784 in 2016.

### DISCUSSION:

At the March 27, 2018 meeting, the BOZAR approved the proposal to move an existing historic shed onto a new foundation and construct an addition from the historic single family residence to the accessory building located at 520 Third Street. A new RCA will be recorded on the property associated with this approval once the other RCA is released.

The original RCA was for the historic accessory building that will be moved and connected with the home. It will therefore not serve as an accessory building. Releasing this RCA will prevent future confusion with the other two accessory buildings on this property.

The Town of Crested Butte issues the RCA to the property owner. The release of an RCA must be authorized by the Council through an ordinance. The Release of the RCA together with the Ordinance No.15, Series 2018 was prepared by the Town Attorney for the Council's review and consideration.

### RECOMMENDATION:

A Town Council member make a motion followed by a second to approve Ordinance 15, Series 2018.

**ORDINANCE NO. 15**

**SERIES 2018**

**AN ORDINANCE OF THE CRESTED BUTTE TOWN  
COUNCIL AUTHORIZING THE RELEASE OF LAND USE  
CONDITIONS AND RESTRICTIVE COVENANTS**

**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 the Constitution and the laws of the State of Colorado;

**WHEREAS**, the Town Council is authorized pursuant to § 14.4 of the Town Charter to sell and convey Town-owned property;

**WHEREAS**, the Town owns an interest in certain covenants and land use conditions under that Restrictive Covenant Agreement recorded December 12, 2016 at Reception No. 643784 (“Restrictive Covenants”);

**WHEREAS**, the Town required these Restrictive Covenants encumber real property and improvements located at 520 Third Street, Crested Butte, Colorado 81224 (“**Property**”) owned by the MURRAY E. AND JANE M. BANKS JOINT TRUST (“**Owner**”), whose address is P.O. Box 342, Crested Butte, CO 81224-0342;

**WHEREAS**, Owner applied to the Town on November 17, 2017 (“**Application**”) to move an existing historic shed onto a new foundation and construct an addition to the historic single family residence to the accessory building for the Property pursuant to Section(s) 16-4-560 to 16-4-570, *et seq.* of the Crested Butte Municipal Code (the “**Code**”);

**WHEREAS**, on March 27, 2018, the Board of Zoning and Architectural Review (the “**Board**”) conducted a public hearing on Owner’s Application;

**WHEREAS**, at such public hearing, the Board approved Owner’s Application pursuant to Section 16-9-70 of the Code (collectively, the “**Approvals**”), and the Board placed certain conditions on the Approvals as further described herein; and

**WHEREAS**, Owner has agreed to satisfy such conditions and to place the following covenants against the Property, which will replace the Restrictive Covenants; and

**WHEREAS**, the Town Council hereby finds that it is necessary and suitable, and in the best interest of the Town and the health, safety and welfare of the residents and visitors of Crested Butte, that the Restrictive Covenants should be released, as set forth hereinbelow.

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

**Section 1. Authorization to Release Town-owned Restrictive Covenant.** The Town Council, pursuant to the Crested Butte Town Charter and the laws of the State of

Colorado, hereby authorizes the Town to release the following described property from the Restrictive Covenants recorded at Reception No. 643784, to wit:

Block 34  
 South 10 feet of Lot 20, and all of Lot 21  
 Town of Crested Butte  
 State of Colorado

commonly known as 520 Third Street, Crested Butte, Colorado 81224 (the "Property").

The Town Council further authorizes and directs the Town Manager and Town Clerk to appropriately execute any additional documents necessary and appropriate to consummate the release of the Restrictive Covenants and the replacement of such Restrictive Covenants with land use conditions and covenants that apply to the current proposed and approved uses on the Property, following approval thereof by the Town Attorney.

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

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

**INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS \_\_ DAY OF \_\_\_\_\_, 2018.**

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

**TOWN OF CRESTED BUTTE, COLORADO**

**By: \_\_\_\_\_  
 James A. Schmidt, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Lynelle Stanford, Town Clerk**

**[SEAL]**

**RELEASE OF AGREEMENTS FOR LAND USE CONDITIONS AND RESTRICTIVE COVENANTS**

WHEREAS, the Town of Crested Butte, a Colorado home rule municipality, is the owner and beneficiary of that certain Restrictive Covenant Agreements encumbering the real property legally described as:

Block 34,  
South 10' of Lot 20 and all of Lot 21,  
Town of Crested Butte,  
State of Colorado.

commonly known as 520 Third Street, Crested Butte, Colorado 81224 (the "Property");

WHEREAS, the Restrictive Covenant Agreement was recorded December 12, 2016 at Reception No. 643784;

WHEREAS, the Town desires to release the foregoing Restrictive Covenant Agreement and replace it with updated Land Use Conditions and Restrictive Covenants.

In consideration of the foregoing Recitals, the Town hereby releases the Restrictive Covenant Agreement recorded December 12, 2016 at Reception No. 643784, and forever discharges the Property from the conditions and covenants in that Agreement.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

TOWN:

**TOWN OF CRESTED BUTTE,  
COLORADO**, a Colorado home rule  
municipal corporation

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

ATTEST:

\_\_\_\_\_  
Lynelle Stanford, Town Clerk

(SEAL)

STATE OF COLORADO )

COUNTY OF GUNNISON                    ) ss.  
  )

The foregoing Release of Agreements for Land Use Conditions and Restrictive Covenants was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, \_\_\_\_\_, Town of Crested Butte, Colorado, a Colorado home rule municipal corporation on behalf of said entity.

Witness my hand and official seal.  
My commission expires \_\_\_\_\_.  
\_\_\_\_\_

**RECORDING REQUESTED BY:**

**WHEN RECORDED RETURN TO:**

Town of Crested Butte  
 Attn: Town Building and Zoning Director  
 P.O. Box 39  
 Crested Butte, CO 81224

**RESTRICTIVE COVENANT AGREEMENT**

THIS RESTRICTIVE COVENANT AGREEMENT (this "Agreement") is made effective this 1 day of December, 2016 by and between the TOWN OF CRESTED BUTTE, COLORADO (the "Town"), Colorado home rule municipal corporation with an address of 507 Maroon Avenue, P.O. Box 39, Crested Butte, CO 81224 and MURRAY E. AND JANE M. BANKS JOINT TRUST ("Owner"), with an address of P.O. Box 342, Crested Butte, CO 81224-0342.

WITNESSETH:

WHEREAS, Owner is the record owner of certain real property located within Crested Butte and legally described as follows:

Block 34,  
 South 10' of Lot 20 and all of Lot 21,  
 Town of Crested Butte,  
 State of Colorado,

commonly known as 520 Third Street, Crested Butte, Colorado 81224 (the "Subject Property");

WHEREAS, Owner applied to the Town on July 10, 2016 (the "Application") for the change to a previously approved plan to allow the 9'x15.5' historic accessory building to be heated and/or plumbed for the Subject Property pursuant to Section(s) 16-4-560 to 16-4-570 et seq. of the Crested Butte Municipal Code (the "Code");

WHEREAS, on August 30, 2016, the Board of Zoning and Architectural Review (the "Board") conducted public hearings on Owner's Application;

WHEREAS, at such public hearings, the Board granted approval of Owner's Application pursuant to Sections 16-9-70 of the Code (collectively, the "Approvals");

WHEREAS, at such public hearings, the Board placed certain conditions on the Approvals as further described herein; and

WHEREAS, Owner has agreed to satisfy such conditions and heretofore agreed to place the following covenants against the Subject Property.

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

Town of Crested Butte  
Attn: Town Building and Zoning Director  
P.O. Box 39  
Crested Butte, CO 81224

**RESTRICTIVE COVENANT AGREEMENT**

THIS RESTRICTIVE COVENANT AGREEMENT (this "**Agreement**") is made effective this 1 day of December, 2016 by and between the TOWN OF CRESTED BUTTE, COLORADO (the "**Town**"), Colorado home rule municipal corporation with an address of 507 Maroon Avenue, P.O. Box 39, Crested Butte, CO 81224 and MURRAY E. AND JANE M. BANKS JOINT TRUST ("**Owner**"), with an address of P.O. Box 342, Crested Butte, CO 81224-0342.

WITNESSETH:

WHEREAS, Owner is the record owner of certain real property located within Crested Butte and legally described as follows:

Block 34,  
South 10' of Lot 20 and all of Lot 21,  
Town of Crested Butte,  
State of Colorado,

commonly known as 520 Third Street, Crested Butte, Colorado 81224 (the "**Subject Property**");

WHEREAS, Owner applied to the Town on July 10, 2016 (the "**Application**") for the change to a previously approved plan to allow the 9'x15.5' historic accessory building to be heated and/or plumbed for the Subject Property pursuant to Section(s) 16-4-560 to 16-4-570 et seq. of the Crested Butte Municipal Code (the "**Code**");

WHEREAS, on August 30, 2016, the Board of Zoning and Architectural Review (the "**Board**") conducted public hearings on Owner's Application;

WHEREAS, at such public hearings, the Board granted approval of Owner's Application pursuant to Sections 16-9-70 of the Code (collectively, the "**Approvals**");

WHEREAS, at such public hearings, the Board placed certain conditions on the Approvals as further described herein; and

WHEREAS, Owner has agreed to satisfy such conditions and heretofore agreed to place the following covenants against the Subject Property.

NOW, THEREFORE, in consideration of the agreements, covenant and conditions set forth herein, the Town and Owner agree as follows:

AGREEMENT:

1. **Grant of Approvals.** The Board, through the Approvals, hereby grants to Owner with respect to the Subject Property the following rights appurtenant:

- (a)  variance;
- (b)  conditional use;
- (c)  conditional waiver;
- (d)  special development permit;
- (e)  planned unit development;
- (f)  conditional rezoning; and/or
- (g)  architectural approval.

The following matters apply to such rights: A conditional use permit for a heated and/or plumbed accessory building in the R2C zone was granted.

2. **Conditions to Approvals.** In consideration of the Approvals, Owner hereby agrees to the following conditions and restrictions on the use and occupancy of the Subject Property:

- a) The historic (9'x15.5') accessory building situated in the rear yard is permitted to be heated and/or plumbed contingent upon the removal of residential uses in the building with final approval by the Building Department;
- b) Residential uses such as sleeping, bathing and cooking are prohibited in the accessory building per code Section 16-1-20;
- c) The improvements will be constructed as per the approved plans on file at the Town offices.

The Approvals are subject to all the requirements, rights and obligations set forth in the Code, including, without limitation, those set forth in Sections 4-8-10, 16-24-30, 16-9-70, 16-24-20 and 18-13-10 (a) (regarding entry for enforcement and inspection), as amended, as if such requirements, rights and obligations were included verbatim herein. Regarding entry and inspection, Owner consent to such entry and inspection in consideration of the rights granted in this Agreement, at upon reasonable notice to Owner and at reasonable times. Upon written inquiry by the Town respecting Owner's compliance with the terms hereof, Owner shall reasonably promptly and truthfully, and under penalty of perjury, respond to the Town's inquiry in the time frame given to Owner in such inquiry. Absent the Town giving Owner a specific time for such response, such time frame for Owner's response shall be 30 days from Owner's receipt of such inquiry.

3. **Duration; Obligations.** The rights, obligations and restrictions contained in this Agreement shall run with the land and title to the Subject Property and shall forever bind all persons and entities having any right, title or interest in and to the Subject Property.

4. **Warranty of Priority.** Owner represents and warrants that the lien or encumbrance created by the obligations contained in this Agreement pursuant to the Code shall be superior to any deed of trust or other lien on the Property.

5. **Indemnification.** Owner, for itself, its successors and assigns hereby undertakes to indemnify, defend, hold harmless and pay the Town, its elected officials, appointed boards, officers, employees, managers, attorneys, contractors, agents, insurers and insurance pools, from any and all loss, cost, expense, claim or damage of any kind, including, without limitation, reasonable attorneys' fees, costs and expenses, arising from or relating to Owner's obligations under this Agreement and the breach thereof, and its and their exercise of the rights and privileges granted by this Agreement.

6. **Default; Remedies.**

6.1 The following conditions, occurrences or actions shall constitute a default by Owner under this Agreement:

(a) Owner's failure to pay to the Town upon demand any amounts due and owing the Town in connection with the Subject Property and the Approvals; or

(b) Owner's violation of any provision of this Agreement, the Approvals or the Code.

6.2 Upon the occurrence of a default of Owner, the Town shall have one or more of the following remedies: (i) recover any and all amounts due and owing the Town on account of such default including, without limitation, any fines, fees, costs and any reasonable attorneys' fees, costs and expenses; (ii) terminate this Agreement and with it the Approvals and the rights granted by the Board pursuant thereto; and (iii) pursue all remedies available at law and in equity, including, without limitation, abatement, the institution of collection procedures pursuant to Section 4-8-10 of the Code and/or any other rights or remedies available under the Code and applicable law.

6.3 All remedies may be applied concurrently and not to the exclusion of any other remedy. In the event of any legal action or advice necessary to pursue such remedies or interpret this Agreement, Owner shall pay to the Town all reasonable costs and expenses in connection therewith, including, without limitation, reasonable attorneys' fees and associated costs.

6.4 Any amounts due and owing the Town pursuant to this Agreement shall accrue interest at a rate of 12% per annum until such amounts are paid.

7. **Representations and Warranties.** Owner represents and warrants that:

(a) it is duly qualified to do business and is in good standing in the State of Colorado;

(b) it, and the persons executing this Agreement, have full power and authority to execute, deliver and perform its obligations under this Agreement;

(c) that it will comply with all applicable laws, ordinances, rules, regulations or orders issued by any public or governmental agency, body or authority, whether federal, State, local or otherwise, and has obtained all applicable permits and licenses required of Owner in connection with its obligations under this Agreement; and

(d) it shall be subject to all laws, ordinances and regulations that become effective after the effective date hereof to the extent permitted by applicable law.

8. **Miscellaneous.**

8.1 **Defined Terms.** Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Code.

8.2 **Recitals.** The Recitals set forth hereinabove are deemed to be material terms of this Agreement.

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

8.4 **No Third-Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Town or Owner.

8.5 **Enforcement.** Every violation of this Agreement shall be deemed to be a nuisance and shall be subject to all the remedies provided for the abatement of nuisances. A failure to comply with this Agreement shall be grounds for an action to recover damages, for injunctive relief, for specific performance and/or any other remedy available at law and in equity.

8.6 **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.

8.7 **Severability.** If any provision of this Agreement is determined to be invalid, unenforceable or prohibited by any court, the same shall not affect any other provision or section hereof and all other provisions and sections shall remain in full force and effect.

8.8 **Entire Agreement.** This Agreement represents the entire agreement of the parties respecting the subject matters addressed herein. Any other agreement, written or oral, are hereby merged herein. This Agreement may be amended only in writing by properly executed agreement.

8.9 **Governing Law; Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. Venue in any action in connection with this Agreement shall be the District Court of Gunnison County, Colorado.

8.10 **Waiver.** No breach by Owner, or his heirs, successors, and assigns, of any term or covenant of this Agreement, shall create a waiver by, or estoppel against the Town, as to future or continuing breaches it being the express understanding of the parties that breaches of this Agreement may be waived only by written consent of the Town.

8.11 **Amendment.** No term or provision of this Agreement may be amended, except in writing signed and duly acknowledged by the parties, and in the Town's case, duly adopted by the Board or Town Council, as applicable. No such amendment shall be effective until recorded in the official real property records of the Clerk and Recorder of Gunnison County, Colorado.

8.12 **Counterparts; Telecopy.** This Agreement may be executed in multiple counterparts, each of which, when taken together, shall constitute one and the same instrument. For purposes of enforcement, facsimile, E-mail and telecopy reproductions of this Agreement shall be deemed to be originals.

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

IN WITNESS WHEREOF, Owner and the Town have caused this Agreement to be executed effective as of the date first written above.

TOWN:

TOWN OF CRESTED BUTTE, COLORADO  
a Colorado home rule municipal corporation

By: *Glenn Michel*  
Glenn Michel, Mayor

Attest: *Lynelle Stanford*  
Lynelle Stanford, Town Clerk



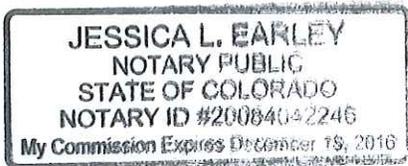
OWNER:

*Jane Banks*  
Trustee for the Murray E. and Jane M. Banks Joint Trust

STATE OF Colorado )  
 ) ss.  
COUNTY OF Gunnison )

The foregoing Restrictive Covenant Agreement was acknowledged before me this 6 day of December, 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: 12/18/2016

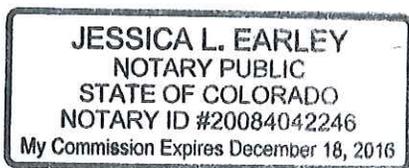


Jessica Earley  
Notary Public

STATE OF Colorado )  
 ) ss.  
COUNTY OF Gunnison )

The foregoing Restrictive Covenant Agreement was acknowledged before me this 2 day of December, 2016 by Jane Banks.

Witness my hand and official seal.  
My commission expires: 12-18-2016



Jessica Earley  
Notary Public



## Staff Report

June 4, 2018

**To:** Mayor and Town Council  
**Thru:** Dara MacDonald, Town Manager  
**From:** Lynelle Stanford, Town Clerk  
**Subject:** Transfer of the Hotel and Restaurant Liquor License at 127 A Elk Avenue from J & A Cuisine Inc to Fatdog LLC  
**Date:** May 23, 2018

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### Summary:

Fatdog LLC DBA Soupcon Bistro has applied for a transfer of a Hotel and Restaurant Liquor License at 127A Elk Avenue. Staff submits the following findings regarding the application:

1. Notice of public hearing on the application was posted on the premise at least 10 days prior to the public hearing, and notice was published in the *Crested Butte News* on May 18, 2018.
2. A complete application has been submitted and all application fees have been paid.
3. It appears from evidence submitted that the applicant is entitled to possession of the premises for which the application for a transfer of a liquor license has been applied.
4. It is confirmed that the sale of liquor on the premises is not a violation of zoning, building, health and fire laws or regulations.
5. There is an existing Hotel and Restaurant Liquor License at the location, and in the two years prior to the application for transfer there has not been a denial of an application by the Local Liquor Licensing Authority (Crested Butte Town Council) at the location.
6. The Crested Butte Marshal's Department has conducted a background investigation concerning the principal of Fatdog LLC: David S. Wooding, Jr. Fingerprints have been submitted to CBI/FBI.

### Recommendation:

Staff recommends the application for the transfer of the Hotel and Restaurant Liquor License to Fatdog LLC be approved.

### Recommended Motion:

Motion to approve the transfer of a Hotel and Restaurant Liquor License to Fatdog LLC.

DR 8404 (08/14/17)  
 COLORADO DEPARTMENT OF REVENUE  
 Liquor Enforcement Division  
 (303) 205-2300

# Colorado Liquor Retail License Application

New License   
  New-Concurrent   
  Transfer of Ownership   
  State Property Only

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Applicant should obtain a copy of the Colorado Liquor and Beer Code: [www.colorado.gov/enforcement/liquor](http://www.colorado.gov/enforcement/liquor)

1. Applicant is applying as a/an   
 Individual   
 Limited Liability Company   
 Association or Other  
 Corporation   
 Partnership (Includes Limited Liability and Husband and Wife Partnerships)

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation    **FATDOG LLC**    FEIN Number [REDACTED]

2a. Trade Name of Establishment (DBA)    **SOUPCON BISTRO**    State Sales Tax Number [REDACTED]    Business Telephone    **970/349-5448**

3. Address of Premises (specify exact location of premises, include suite/unit numbers)  
**127A Elk Avenue**

City <b>Crested Butte</b>	County <b>Gunnison</b>	State <b>CO</b>	ZIP Code <b>81224</b>
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4. Mailing Address (Number and Street) <b>Box 762</b>	City or Town <b>Gunnison</b>	State <b>CO</b>	ZIP Code <b>81230</b>
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5. Email Address  
**bookie@bookiesoffice.com**

6. If the premises currently has a liquor or beer license, you must answer the following questions

Present Trade Name of Establishment (DBA) <b>SOUPCON RESTAURANT</b>	Present State License Number [REDACTED]	Present Class of License <b>Hotel-Restaurant</b>	Present Expiration Date <b>8-27-2018</b>
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Section A Nonrefundable Application Fees	Section B (Cont.) Liquor License Fees
<input type="checkbox"/> Application Fee for New License .....\$1550.00	<input type="checkbox"/> Lodging & Entertainment - L&E (County) .....\$500.00
<input type="checkbox"/> Application Fee for New License w/Concurrent Review .....\$1750.00	<input type="checkbox"/> Manager Registration - H & R .....\$75.00
<input checked="" type="checkbox"/> Application Fee for Transfer .....\$1550.00	<input type="checkbox"/> Manager Registration - Tavern .....\$75.00
<b>Section B      Liquor License Fees</b>	<input type="checkbox"/> Manager Registration - Lodging & Entertainment.....\$75.00
<input type="checkbox"/> Add Optional Premises to H & R.....\$200.00 X      Total _____	<input type="checkbox"/> Manager Registration - Campus Liquor Complex .....\$75.00
<input type="checkbox"/> Add Related Facility to Resort Complex\$75.00 X      Total _____	<input type="checkbox"/> Master File Location Fee .....\$50.00 X      Total _____
<input type="checkbox"/> Arts License (City) .....\$308.75	<input type="checkbox"/> Master File Background .....\$500.00 X      Total _____
<input type="checkbox"/> Arts License (County) .....\$308.75	<input type="checkbox"/> Optional Premises License (City).....\$500.00
<input type="checkbox"/> Beer and Wine License (City).....\$351.25	<input type="checkbox"/> Optional Premises License (County) .....\$500.00
<input type="checkbox"/> Beer and Wine License (County).....\$436.25	<input type="checkbox"/> Racetrack License (City).....\$500.00
<input type="checkbox"/> Brew Pub License (City) .....\$750.00	<input type="checkbox"/> Racetrack License (County).....\$500.00
<input type="checkbox"/> Brew Pub License (County).....\$750.00	<input type="checkbox"/> Resort Complex License (City).....\$500.00
<input type="checkbox"/> Campus Liquor Complex (City).....\$500.00	<input type="checkbox"/> Resort Complex License (County).....\$500.00
<input type="checkbox"/> Campus Liquor Complex (County) .....\$500.00	<input type="checkbox"/> Related Facility - Campus Liquor Complex (City).....\$160.00
<input type="checkbox"/> Campus Liquor Complex (State).....\$500.00	<input type="checkbox"/> Related Facility - Campus Liquor Complex (County) .....\$160.00
<input type="checkbox"/> Club License (City).....\$308.75	<input type="checkbox"/> Related Facility - Campus Liquor Complex (State).....\$160.00
<input type="checkbox"/> Club License (County) .....\$308.75	<input type="checkbox"/> Retail Gaming Tavern License (City) .....\$500.00
<input type="checkbox"/> Distillery Pub License (City).....\$750.00	<input type="checkbox"/> Retail Gaming Tavern License (County).....\$500.00
<input type="checkbox"/> Distillery Pub License (County) .....\$750.00	<input type="checkbox"/> Retail Liquor Store License—Additional (City).....\$227.50
<input checked="" type="checkbox"/> Hotel and Restaurant License (City).....\$500.00	<input type="checkbox"/> Retail Liquor Store License—Additional (County).....\$312.50
<input type="checkbox"/> Hotel and Restaurant License (County) .....\$500.00	<input type="checkbox"/> Retail Liquor Store (City).....\$227.50
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City) .....\$700.00	<input type="checkbox"/> Retail Liquor Store (County).....\$312.50
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County).....\$700.00	<input type="checkbox"/> Tavern License (City).....\$500.00
<input type="checkbox"/> Liquor-Licensed Drugstore (City) .....\$227.50	<input type="checkbox"/> Tavern License (County).....\$500.00
<input type="checkbox"/> Liquor-Licensed Drugstore (County) .....\$312.50	<input type="checkbox"/> Vintners Restaurant License (City) .....\$750.00
<input type="checkbox"/> Lodging & Entertainment - L&E (City) .....\$500.00	<input type="checkbox"/> Vintners Restaurant License (County).....\$750.00

**Questions? Visit: [www.colorado.gov/enforcement/liquor](http://www.colorado.gov/enforcement/liquor) for more information**

**Do not write in this space - For Department of Revenue use only**

Liability Information

License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

### Application Documents Checklist and Worksheet

**Instructions:** This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

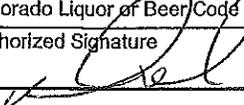
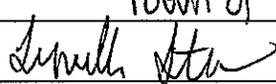
**Questions? Visit:** [www.colorado.gov/enforcement/liquor](http://www.colorado.gov/enforcement/liquor) for more information

Items submitted, please check all appropriate boxes completed or documents submitted	
<b>I. Applicant information</b>	<input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input checked="" type="checkbox"/> C. License type or other transaction identified <input checked="" type="checkbox"/> D. Return originals to local authority <input type="checkbox"/> E. Additional information may be required by the local licensing authority <input checked="" type="checkbox"/> F. All sections of the application need to be completed
<b>II. Diagram of the premises</b>	<input type="checkbox"/> A. No larger than 8 1/2" X 11" <input type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input type="checkbox"/> E. Bold/Outlined Licensed Premises
<b>III. Proof of property possession (One Year Needed)</b>	<input type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input checked="" type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input checked="" type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the Landlord and acceptance by the Applicant <input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2) (Attach prior lease to show right to assumption)
<b>IV. Background information and financial documents</b>	<input checked="" type="checkbox"/> A. Individual History Records(s) (Form DR 8404-I) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to local authority (State Authority for Master File applicants) <input checked="" type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
<b>V. Sole proprietor/husband and wife partnership (if applicable)</b>	<input checked="" type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
<b>VI. Corporate applicant information (if applicable)</b>	<input checked="" type="checkbox"/> A. Certificate of Incorporation date stamped by the Colorado Secretary of State's Office <input checked="" type="checkbox"/> B. Certificate of Good Standing <input checked="" type="checkbox"/> C. Certificate of Authorization if foreign corporation <input type="checkbox"/> D. List of officers, directors and stockholders of applying corporation (If wholly owned, designate a minimum of one person as principal officer of parent)
<b>VII. Partnership applicant information (if applicable)</b>	<input checked="" type="checkbox"/> A. Partnership Agreement (general or limited). Not needed if husband and wife <input checked="" type="checkbox"/> B. Certificate of Good Standing (If formed after 2009)
<b>VIII. Limited Liability Company applicant information (if applicable)</b>	<input checked="" type="checkbox"/> A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office) <input checked="" type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of operating agreement <input type="checkbox"/> D. Certificate of Authority if foreign company
<b>IX. Manager registration for Hotel and Restaurant, Tavern, Lodging &amp; Entertainment, and Campus Liquor Complex licenses when included with this application</b>	<input type="checkbox"/> A. \$75.00 fee <input type="checkbox"/> B. Individual History Record (DR 8404-I) <input type="checkbox"/> C. If owner is managing, no fee required <p style="text-align: center;"><i>N/A - single owner</i></p>

Name <b>SOUPCON BISTRO</b>		Type of License <b>Hotel-Restaurant</b>	Account Number [REDACTED]	
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?				Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
(a) Been denied an alcohol beverage license?				<input type="checkbox"/> <input checked="" type="checkbox"/>
(b) Had an alcohol beverage license suspended or revoked?				<input type="checkbox"/> <input checked="" type="checkbox"/>
(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?				<input type="checkbox"/> <input checked="" type="checkbox"/>
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.				<input type="checkbox"/> <input checked="" type="checkbox"/>
10. Are the premises to be licensed 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?				<input type="checkbox"/> <input checked="" type="checkbox"/>
or				
Waiver by local ordinance?				<input type="checkbox"/> <input type="checkbox"/>
Other: _____				
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? <b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.				<input type="checkbox"/> <input checked="" type="checkbox"/>
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? <b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.				<input type="checkbox"/> <input checked="" type="checkbox"/>
13a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?				<input type="checkbox"/> <input checked="" type="checkbox"/>
13b. Are you a Colorado resident?				<input checked="" type="checkbox"/> <input type="checkbox"/>
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.				<input type="checkbox"/> <input checked="" type="checkbox"/>
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?				<input checked="" type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____				
a. If leased, list name of landlord and tenant, and date of expiration, <b>exactly</b> as they appear on the lease:				
Landlord	<b>Pamela R. Hayoun, Sylvain G. Hayoun and Eve Kochevar</b>	Tenant	<b>J &amp; A Cuisine, assigned to Fatdog LLC, dba Soupcon Bistro</b>	Expires <b>10/31/2020</b>
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.				<input type="checkbox"/> <input checked="" type="checkbox"/>
c. Attach a diagram designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
<b>LA DUE</b>	<b>Jack Richard</b>	[REDACTED]	[REDACTED]	<b>0% - Lender only</b>
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
<b>N/A</b>				
<b>Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.</b>				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?				<input type="checkbox"/> <input checked="" type="checkbox"/>
Number of additional Optional Premise areas requested. (See license fee chart)				<input type="text" value=""/>
18. Liquor Licensed Drugstore (LLDS) applicants, answer the following:				
(a) Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? If "yes" a copy of license must be attached.				<input type="checkbox"/> <input type="checkbox"/> <b>N/A</b>
19. Club Liquor License applicants answer the following: <b>Attach a copy of applicable documentation</b>				
(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?				<input type="checkbox"/> <input type="checkbox"/>
(b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?				<input type="checkbox"/> <input type="checkbox"/>
(c) How long has the club been incorporated?				<b>N/A</b>
(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?				<input type="checkbox"/> <input type="checkbox"/>
20. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:				
(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)				<input type="checkbox"/> <input type="checkbox"/> <b>N/A</b>



Name <b>SOUPCON BISTRO</b>		Type of License <b>Hotel-Restaurant</b>		Account Number [REDACTED]
21. Campus Liquor Complex applicants answer the following: (a) Is the applicant an institution of higher education? <span style="float:right">Yes No</span> <span style="float:right">N/A <input type="checkbox"/> <input type="checkbox"/></span> (b) Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services. <span style="float:right"><input type="checkbox"/> <input type="checkbox"/></span>				
22. For all on-premises applicants. a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprints. b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager - single owner <b>Wooding, Jr</b>		First Name of Manager <b>David</b>		
23. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. <span style="float:right">N/A <input type="checkbox"/> <input type="checkbox"/></span>				
24. Related Facility - Campus Liquor Complex applicants answer the following: a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex. <span style="float:right">N/A</span> b. Designated Manager for Related Facility- Campus Liquor Complex <span style="float:right">Yes No</span> <span style="float:right"><input type="checkbox"/> <input type="checkbox"/></span>				
Last Name of Manager <b>NIA</b>		First Name of Manager <b>NIA</b>		
25. Tax Distraint Information. Does the applicant or any other person listed on this application including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? If yes, provide an explanation and include copies of any payment agreements. <span style="float:right"><input type="checkbox"/> <input checked="" type="checkbox"/></span>				
26. If applicant is a corporation, partnership, association or limited liability company, applicant must list all <b>Officers, Directors, General Partners, and Managing Members</b> . In addition, applicant must list any stockholders, partners, or members with <b>ownership of 10% or more in the applicant</b> . All persons listed below must also attach form DR 8404-I (Individual History Record), and submit fingerprint cards to the local licensing authority.				
Name	Home Address, City & State	DOB	Position	%Owned
<b>David S. Wooding, Jr.</b>	<b>831 Red Lady Ave, Crested</b>	[REDACTED]	<b>Pres</b>	<b>100</b>
Name	Home Address, City & State	DOB	Position	%Owned
	<b>Butte, CO</b>			
	<b>81224</b>			
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: N/A <input checked="" type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Title 47 or 48, C.R.S.				

Name <b>SOUPCON BISTRO</b>		Type of License <b>Hotel-Restaurant</b>	Account Number <b>[REDACTED]</b>	
<b>Oath Of Applicant</b>				
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.				
Authorized Signature 		Printed Name and Title <b>David S. Wooding, President</b>		Date <b>12/18/17</b>
<b>Report and Approval of Local Licensing Authority (City/County)</b>				
Date application filed with local authority <b>12-18-2017</b>		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) <b>March 5 2018</b>		
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-1 (Individual History Record) or a DR 8000 (Manager Permit) has been:				
<input checked="" type="checkbox"/> Fingerprinted <input checked="" type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants				
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license				
(Check One)				
<input type="checkbox"/> Date of inspection or anticipated date _____ <input checked="" type="checkbox"/> Will conduct inspection upon approval of state licensing authority				
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000? <b>NIA</b>				Yes No <input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000? <b>NIA</b>				<input type="checkbox"/> <input type="checkbox"/>
<b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.				
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period? <b>NIA</b>				<input type="checkbox"/> <input type="checkbox"/>
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S., and Liquor Rules. <b>Therefore, this application is approved.</b>				
Local Licensing Authority for <b>Town of Crested Butte</b>		Telephone Number <b>970-349-5338</b>	<input checked="" type="checkbox"/> Town, City <input type="checkbox"/> County	
Signature 	Print <b>Lynelle Stanford</b>	Title <b>Town Clerk</b>	Date <b>12-29-17</b>	
Signature	Print	Title	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,

Fatdog, LLC

is a

Limited Liability Company

formed or registered on 12/01/2017 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 20171901079 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/15/2017 that have been posted, and by documents delivered to this office electronically through 12/18/2017 @ 11:37:46 .

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 12/18/2017 @ 11:37:46 in accordance with applicable law. This certificate is assigned Confirmation Number 10609977 .



*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."*



Document must be filed electronically.  
 Paper documents are not accepted.  
 Fees & forms are subject to change.  
 For more information or to print copies  
 of filed documents, visit [www.sos.state.co.us](http://www.sos.state.co.us).

Colorado Secretary of State  
 Date and Time: 12/01/2017 12:14 PM  
 ID Number: 20171901079  
 Document number: 20171901079  
 Amount Paid: \$50.00

ABOVE SPACE FOR OFFICE USE ONLY

### Articles of Organization

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

Fatdog, LLC

*(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "L.L.C.", "llc", or "ltd.". See §7-90-601, C.R.S.)*

*(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)*

2. The principal office address of the limited liability company's initial principal office is

Street address

127 Elk Ave

*(Street number and name)*

Unit A

Crested Butte

*(City)*

CO

*(State)*

81224

*(ZIP/Postal Code)*

United States

*(Country)*

*(Province – if applicable)*

Mailing address

(leave blank if same as street address)

PO Box 2713

*(Street number and name or Post Office Box information)*

Crested Butte

*(City)*

CO

*(State)*

81224

*(ZIP/Postal Code)*

United States

*(Country)*

*(Province – if applicable)*

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

(if an individual)

Wooding

*(Last)*

David

*(First)*

S

*(Middle)*

Jr.

*(Suffix)*

or

(if an entity)

*(Caution: Do not provide both an individual and an entity name.)*

Street address

127 Elk Ave

*(Street number and name)*

Unit A

Crested Butte

*(City)*

CO

*(State)*

81224

*(ZIP Code)*

Mailing address

(leave blank if same as street address)

PO Box 2713

*(Street number and name or Post Office Box information)*

Crested Butte                      CO    81224  
(City)                                      (State)                      (ZIP Code)

*(The following statement is adopted by marking the box.)*

- The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name  
(if an individual)                      Wooding                      David                      S                      Jr.  
(Last)                                      (First)                                      (Middle)                                      (Suffix)

or

(if an entity)  
*(Caution: Do not provide both an individual and an entity name.)*

Mailing address                      PO Box 2713  
(Street number and name or Post Office Box information)

Crested Butte                      CO    81224  
(City)                                      (State)                                      (ZIP/Postal Code)  
United States  
(Province – if applicable)                      (Country)

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

- The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

*(Mark the applicable box.)*

- one or more managers.

or

- the members.

6. *(The following statement is adopted by marking the box.)*

- There is at least one member of the limited liability company.

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

- This document contains additional information as provided by law.

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

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

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

Notice:

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

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

<u>Mitchell</u>	<u>Brent</u>		
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
<u>100 N Broadway</u>			
<i>(Street number and name or Post Office Box information)</i>			
<u>Suite 500</u>			
<u>Wichita</u>	<u>KS</u>	<u>67202</u>	
<i>(City)</i>	<i>(State)</i>	<i>(ZIP/Postal Code)</i>	
<u></u>	<u>United States</u>		
<i>(Province – if applicable)</i>	<i>(Country)</i>		

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

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

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Document must be filed electronically.  
 Paper documents are not accepted.  
 Fees & forms are subject to change.  
 For more information or to print copies  
 of filed documents, visit [www.sos.state.co.us](http://www.sos.state.co.us).

Colorado Secretary of State  
 Date and Time: 12/01/2017 12:21 PM  
 ID Number: 20171901131  
 Document number: 20171901131  
 Amount Paid: \$20.00

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### Statement of Trade Name of a Reporting Entity

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

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

ID Number	<u>20171901079</u> <i>(Colorado Secretary of State ID number)</i>
True name	<u>Fatdog, LLC</u>
Form of entity	<u>Limited Liability Company</u>
Jurisdiction	<u>Colorado</u>

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

Soupcon Bistro

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

restaurant

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

This document contains additional information as provided by law.

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

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

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

#### Notice:

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

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

6. The true name and mailing address of the individual causing this document to be delivered for filing are

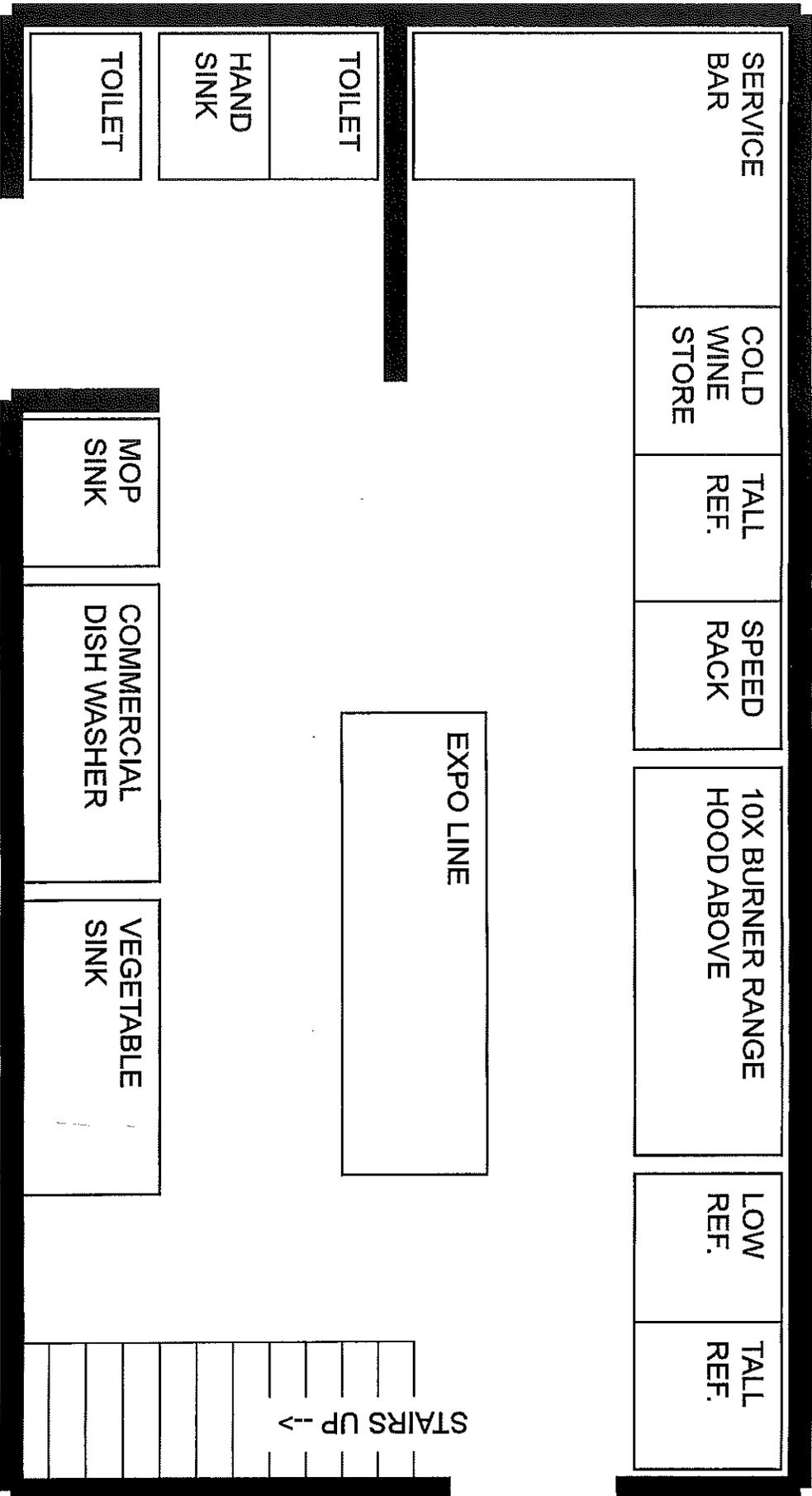
Mitchell	Brent		
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
100 N Broadway			
<i>(Street number and name or Post Office Box information)</i>			
Suite 500			
Wichita	KS	67202	
<i>(City)</i>	<i>(State)</i>	<i>(Postal/Zip Code)</i>	
	United States		
<i>(Province – if applicable)</i>	<i>(Country – if not US)</i>		

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

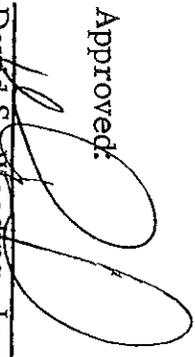
- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

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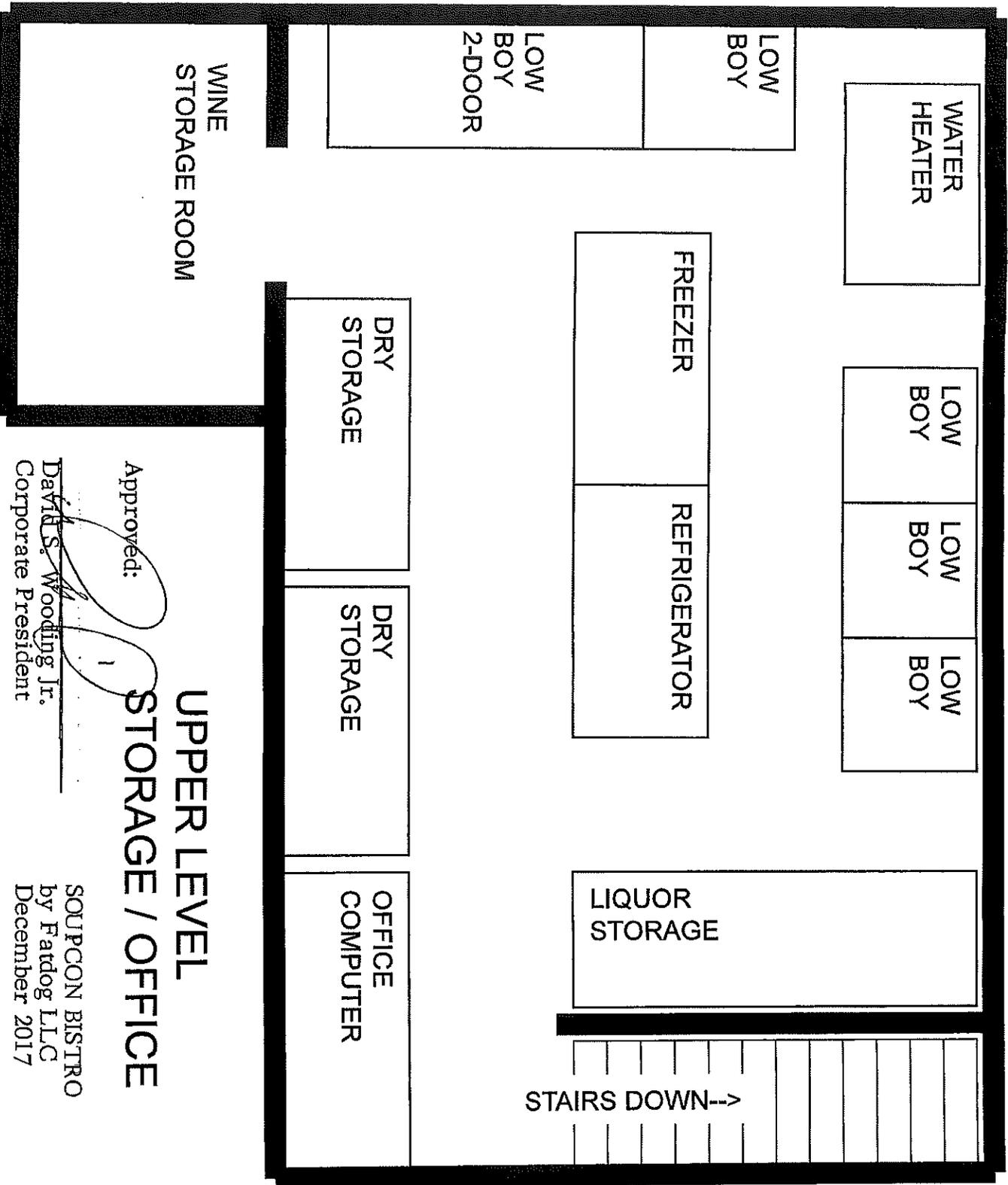


Approved:

  
 David S. Wooding, Jr.  
 Corporate President

**MAIN LEVEL  
 KITCHEN**

SOUPCON BISTRO  
 by Fardog LLC  
 December 2017



**UPPER LEVEL  
STORAGE / OFFICE**

Approved:

*David S. Woodling Jr.*  
 David S. Woodling Jr.  
 Corporate President

SOUPECON BISTRO  
 by Fatdog LLC  
 December 2017

**THIS LICENSE MUST BE POSTED IN PUBLIC VIEW**

DR 8402 (07/01/2012)

**STATE OF COLORADO  
DEPARTMENT OF REVENUE**

**LIQUOR ENFORCEMENT DIVISION**

1881 Pierce Street, Suite 108  
Lakewood, Colorado 80214

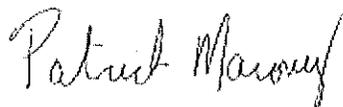
**FATDOG LLC  
dba SOUPCON BISTRO  
127A ELK AVENUE  
CRESTED BUTTE CO 81224**

**ALCOHOL BEVERAGE LICENSE**

Liquor License Number <b>4709307</b>	License Expires at Midnight <b>03/18/2019</b>
License Type <b>HOTEL &amp; RESTAURANT (CITY)</b>	
Authorized Beverages <b>MALT, VINOUS, AND SPIRITUOUS</b>	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Articles 46 or 47, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1881 Pierce Street, Suite 108, Lakewood, CO 80214.

In testimony whereof, I have hereunto set my hand. 3/19/2018 MB



Patrick Maroney, Division Director



Michael Hartman, Executive Director



## Staff Report

June 4, 2018

**To:** Mayor and Town Council  
**Thru:** Dara MacDonald, Town Manager  
**From:** Rob Zillioux, Finance and HR Director  
**Subject:** **Spring 2018 – Community Grant Recommendations**  
**Date:** May 31, 2018

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### Summary:

Laura Mitchell, Paul Merck (Community Grant Committee) and I met May 24<sup>th</sup> to review, evaluate and make recommendations for the Spring 2018 Community Grant cycle.

After evaluation, the Committee recommended granting a total of \$45,280 for 17 different requests. This amount exceeds the remaining 2018 Community Grant budget by \$26,280. During the Fall grant cycle, the Council awarded 82% of the total 2018 budget, thus leaving only 18% (\$19,000) for the Spring cycle.

The following page provides a summary of Spring Grant recommendations. Page 3 provides a summary of grants awarded during the Fall cycle.

Should the Council wish to Grant the full \$45,280, we will need to amend our 2018 Budget accordingly.

After final Council approval, I will communicate awards to the various applicants. Consistent with past practice, Town will fund the organizations upon request. Subsequent to the event / use, applicants are required to submit summary of event and fund use.

Spring 2018 Request Summary						
	Requesting Organization	Project Name	Amount of Request	Total Project Cost	Portion of Total Project Cost	Recommended Award
1	CB Chamber	4th of July Celebrations	5,000	13,000	16%	\$5,000
2	KBUT	Audio Automation Upgrades	5,000	15,712	13%	\$5,000
3	National Forest Foundation	East Fork / West Maroon Pass Trailhead	5,000	67,500	3%	\$5,000
4	CB Fire and EMS Volunteer Assoc	Fallen Firefighter Fund, continuing education, equipment and community outreach	5,000		#DIV/0!	\$4,500
5	Mountain Manners	Mountain Manners and Peak Protectors	7,000	36,792	5%	\$4,000
6	Center for the Arts	Alpenglow	3,000	35,000	4%	\$3,000
7	Project Hope of Gunnison Valley	Mobile Advocacy and Emergency Services	3,000	20,000	6%	\$3,000
8	Vinotok	Vinotok	5,164	14,265	9%	\$3,000
9	Sustainable Crested Butte	Plastic Bag Ordinance	\$5,000	\$7,500	14%	\$2,500
10	CB Film Festival	Bring Front Rangers to CBFF	5,000	5,000	17%	\$2,000
11	Colorado Jazz Musicians Festival	Colorado Jazz Musicians Festival	5,000	10,000	8%	\$2,000
12	CB Chamber	Fat Tire 40 - pro race purse	5,000	5,000	13%	\$1,500
13	CB Mountain Heritage Museum	Internet Upgrade	1,280	3,040	18%	\$1,280
14	CB DEVO	Junior CB Bike Week	5,500	14,000	3%	\$1,000
15	CB Wildflower Festival	2018 Festival HQ - Site Rental	2,000	5,958	7%	\$1,000
16	HCCA / CBMBA / CB Chamber	Paradise Cleanup	1,500	2,000	21%	\$1,000
17	Gunnison Valley Women's Network	Entity registration and continues service	2,000	2,000	10%	\$500
<b>Totals:</b>			<b>\$70,444</b>	<b>\$256,767</b>	<b>7%</b>	<b>\$45,280</b>
Remaining 2018 Budget			\$19,000			
Surplus / (deficit)					-\$26,280	
			Total 2018 Budget	Fall Awards	Remaining	
			\$104,000	\$85,000	\$19,000	
				82%	18%	

<b>2018 Community Grants - Fall 2017 Request Cycle</b>		
<b>Request</b>	<b>\$ Requested</b>	<b>\$ Granted</b>
CB Mountain Bike Assoc. -Conservation Corps	\$25,000	\$15,000
Land Trust	\$20,000	\$15,000
Coal Creek Watershed Coalition	\$8,060	\$5,000
Gunnison County Substance Abuse Prevention	\$10,000	\$5,000
Chamber - Fat Bike Championships	\$7,000	\$4,000
Gunnison Valley Regional Housing Authority	\$5,000	\$4,000
CB Mountain Bike Assoc. -Fat Bike Trails	\$5,000	\$3,000
Nordic Center	\$4,222	\$3,000
Center for the Arts - Alpenglow	\$5,000	\$2,500
KBUT	\$5,000	\$2,500
Silent Tracks	\$5,000	\$2,500
Center for Mental Health	\$3,000	\$2,000
Dance Collective	\$4,500	\$2,000
Film Festival	\$5,000	\$2,000
Living Journeys	\$4,000	\$2,000
Mountain Roots	\$5,000	\$2,000
Mountain Theatre	\$11,875	\$2,000
West Elk Soccer Assoc. (WESA)	\$5,325	\$2,000
Arts Festival	\$2,500	\$1,500
Mountain Heritage Museum	\$3,215	\$1,500
Northwest Colo. Legal Services	\$1,500	\$1,500
Avalanche Center	\$4,500	\$1,000
Center for the Arts - Art Studio	\$3,000	\$1,000
Chamber-Light Up Night	\$1,000	\$1,000
School of Dance	\$3,000	\$1,000
Six Points	\$4,000	\$1,000
<b>Total Community Grants</b>	<b><u>\$173,682</u></b>	<b><u>\$85,000</u></b>



## Staff Report

June 4, 2018

**To:** Mayor and Town Council  
**Thru:** Dara MacDonald, Town Manager  
**From:** Janna Hansen, Parks and Recreation Director  
**Subject:** Appeal by Laura Silva on Behalf of Colorado Jazz Musicians Festival for the Use of Town Park for an Event on September 8-9, 2018

Staff was contacted by the Colorado Jazz Musicians Festival (“Festival”) requesting the use of Old Town Soccer Field (“Old Town”) at Town Park for a music festival scheduled for September 8-9, 2018. Festival representatives were informed that Old Town is not a reserveable space after August 20<sup>th</sup> due to the field use by youth soccer programs. Old Town serves over 60 children aged 8 and under for soccer during the fall season. A total of 6 striped soccer fields with 12 goals, multiple benches, bleachers, garbage cans and recycling are set up to accommodate this program. Parks and Rec staff and Department Heads discussed this request and determined that the requested use was not appropriate for Old Town on the desired dates for the following reasons:

- Setting a precedent that use of Old Town for Special Events during soccer season is acceptable
- Staff time to remove and replace goals, benches, trash receptacles, etc.
- Staff time to re-stripe 6 soccer fields
- Staff time to locate irrigation prior to the event
- Concerns about restriping the field in the case of potential early season snow
- Parks and Rec staff is scheduled on weekends from Memorial Day to Labor Day and would not be available during this event

A proposed management plan was submitted by the Festival, and staff was not comfortable with Festival employees and/or volunteers removing and replacing soccer field amenities without causing damage to the equipment and/or the field. Previous Special Events have been granted use of Old Town during soccer season in years past and due to the undue burden on Parks and Rec staff they are no longer permitted.

Staff recommended the following alternatives to the Festival:

- Change the dates of the festival to a date before August 20th
- Hold the event at Big Mine Open Space
- Consider venues outside the Town of Crested Butte

Crested Butte Town Code Sec. 11-3-200 (2-3) states:

- (2) Standards for issuance. The Director shall issue a permit hereunder when he or she finds:
  - a) That the proposed activity or use of the park will not unreasonably interfere with or detract from the general public enjoyment of the park.
  - b) That the proposed activity and use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation.
  - c) That the proposed activity or use is not reasonably anticipated to incite violence, crime or disorderly conduct.
  - d) That the proposed activity will not entail unusual, extraordinary or burdensome expense or police operation by the Town.
  - e) That the facilities desired have not been reserved for other use at the day and hour required in the application.
- (3) Appeal. Within five (5) days after receipt of an application, the Director shall apprise an applicant in writing of his or her reasons for refusing a permit, and any aggrieved person shall have the right to appeal in writing within ten (10) days to the Town Council, which shall consider the application under the standards set forth in Paragraph (2) above and sustain or overrule the Director's decision within thirty (30) days. The decision of the Town Council shall be final.

**Recommendation:** Staff recommends upholding the decision to prohibit use of Old Town for Special Events during soccer season.

Dear Town Council,

I am writing to you today to represent the Colorado Jazz Musicians Festivals, a newly formed local non-profit organization with the goal of providing high quality jazz performances and jazz education in our beautiful mountain setting, performed mainly by Colorado's jazz musicians.

We have been working with the Center for the Arts since last summer and had originally planned to use the outdoor stage space for the two outdoor day concerts on Saturday September 8<sup>th</sup> and Sunday September 9<sup>th</sup> 2018. As we were obtaining the town permit we recently found out through Parks and Rec generally due to the soccer fields set up for the Fall season this Town Park space is not one that can be traditionally reserved after August 20<sup>th</sup> without special consideration. After lengthy discussion with Janna Hansen about these challenges we devised a management plan for removal and reset of the soccer fields. This would start on Friday September 7<sup>th</sup> 2018 and would be completely replaced and returned to its original formation by Sunday September 9<sup>th</sup> 2018 as to not interfere with any additional soccer use. It was decided by the staff of Parks of Rec to deny us the use of this space for our concerts and was asked to utilize the Big Mine Ice Arena and Open Space as an alternative. **I am asking you to appeal this decision and allow for us to use this Town Park space for our outdoor concerts.** The biggest issue for Parks and Rec was that they did not have enough manpower over the weekend days to remove and reset the fields before Mondays practices. Our organization feels that we can completely handle the management plan presented to Parks and Rec in full and expect to have the fields reset and ready to go by Sunday September 9<sup>th</sup> night without any impact to the Parks and Rec staff. As for the soccer families we feel since this would be in place well before the season starts we could manipulate scheduling the games on Saturday for another weekend or move the kids to another location for this one weekend. We understand another concern from Parks and Rec was setting precedence for special use of the space that may give other organizations the reason to get special usage. We are in no way trying to create any problems for Parks and Rec and knowing this is our first year of the festival we really need the support of the council to allow us to use this space for our outdoor concerts.

The Colorado Jazz Musicians Festival is a brand new non-profit trying to create a new long-term festival that falls on an under utilized

weekend in September. This festival will target and bring thousands of first time guests and visitors to Crested Butte when we generally do not see a large influx of visitors this particular weekend. The economic impact to town will be tremendous as this event is mostly targeted and marketed to the front range, Denver, Boulder, C. Springs, Western Slope, and other Colorado audiences that will plan to spend a minimum of two nights lodging in Crested Butte. Numerous dollars will be spent as guests are eating locally, shopping locally, utilizing local outdoor recreation services, local transportation services and many other local services that will benefit from these particular guests.

The biggest issue for us to use another location is the capacity of Big Mine Ice Arena, this venue is at a maximum capacity of 400 attendees. Additionally Big Mine Ice open space does not have the ability to use power generated from the ice arena which would mean thousands of dollars spent to bring in generators. We anticipated several thousand attendees and will no longer be able to accommodate this amount of people. We priced our tickets at a low cost of \$55.00/day with the consideration of allowing thousands of people to be able to attend the concert. Unfortunately at Big Mine this is no longer a viable option for the limited capacity and considerable expenses for creating an event in that space. We originally expected to use the Center For the Arts outdoor stage and to not have to create or build a stage. This is the only option at Big Mine, again an enormous cost we did plan for in our budget. Additionally Big Mine does not allow for the guests to experience the extensive outdoor views that we have been promoting to our mostly first time visitor audience. Also there is no longer a grassy area that sits prominently in the center of town and allows the guests to be transformed to a special and unique experience that only Crested Buttes Town Park has to offer. None of this can be accomplished under the roof of Big Mine Ice Arena.

We ask the Council again to please reconsider the detrimental impact to our festival by using the Big Mine Arena and ask that you grant us the use of the Town Park grass space for our outdoor concerts Saturday September 8<sup>th</sup> 2018 and Sunday September 9<sup>th</sup> 2018. Thank you for your thoughts and consideration in this pressing matter.

Laura Silva  
Colorado Jazz Musicians Festival  
Event Coordinator



## Staff Report

June 4, 2018

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

**Subject:** AWARD OF A CONTRACT FOR THE WILDCAT CREEK WATERLINE SLOPE STABILIZATION PROJECT 2018, AND ALLOWING THE TOWN MAGER TO ENTER INTO A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF CRESTED BUTTE AND GEOSTABILIZATION INTERNATIONAL

ATTACHMENTS: Map of area, and picture of exposed pipeline

**Date:** May 25, 2018

**Summary:** : In the April 27th and May 4<sup>th</sup> editions of the Crested Butte News, the Public Works Department published a Request for Qualifications (RFQ) for the design and construction services relevant to the Wildcat Creek Waterline Slope Stabilization. The RFQ was also posted on the Town of Crested Butte web site. Proposals were received by the Public Works Department until 04:00pm on Friday, May 18<sup>th</sup>. There were four (4) proposals received. The proposals were reviewed by the Public Works Department, and Town Manager. The engineering estimate for this project was \$100,000. All 4 of the proposals were over the engineering estimate for the project. The Town received proposals from;

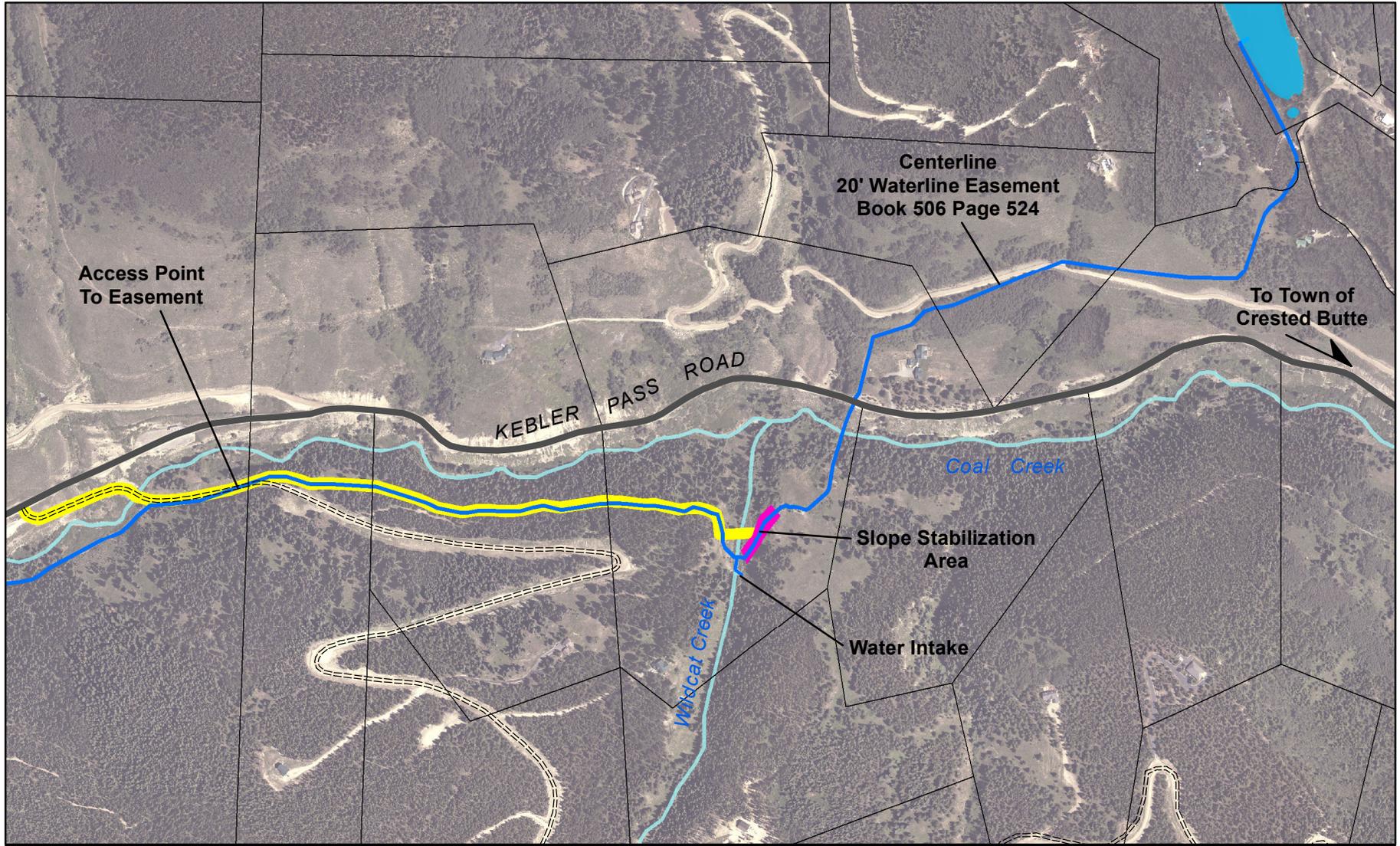
Contractor	Fee Proposal
1. Energy Field Services	\$172,350.00
2. GEOSTABILIZATION INTERNATIONAL (GSI)	\$188,164.69
3. Hayward Baker	\$228,473.00
4. GEOVERT	\$344,769.70

**BACKGROUND:** During the 2017 Budget cycle the Town Council approved the Wildcat Creek Waterline Slope Stabilization Project. The project originated because of an inspection of the waterline following the big snow year of 2016-17. The heavy snow load caused a land slide exposing the raw water line above Wildcat Creek. The water line is the main line carrying raw water from Coal Creek to the Town Reservoir. If the bank is not stabilized and continues to erode the line could break, cutting off the only raw water supply to the Town. The project is expected to be designed and completed prior to the winter of 2018.

At the time Town Staff was putting together the project in 2017 the engineering estimate was \$100,000, however, the bids came in at almost double the cost. The bank erosion has also doubled in size, since the original estimate, which could also be a factor in the increased cost. This project is to the point of being an emergency repair project, and needs to be completed this year. It is my professional opinion that the water line will not make it through another winter without collapse or freezing.

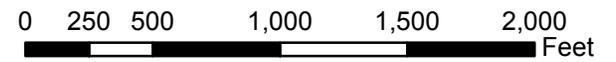
**Recommendation:** To approve the award of a construction contract for the Wildcat Creek Waterline Slope Stabilization Project to **GSI** at a cost of \$188,164.69 not to exceed \$207,000.00, and authorizing the Town manager to enter into a contract between the Town of Crested Butte and **GSI**.

**Proposed Motion:** I Move to approve the award of a construction contract for the Wildcat Creek Waterline Slope Stabilization Project to **GSI** at a cost of \$188,164.69 not to exceed \$207,000.00, and authorizing the Town manager to enter into a contract between the Town of Crested Butte and **GSI**.



### Town of Crested Butte Water Supply

- |  |   |  |
|--|---|--|
|  SlopeStabilizationZone         |  WildcatTrail      |  Lakes |
|  AccessToSlopeStabilizationArea |  Parcel Boundaries |  |
|  Town Water Line 12" PVC        |  Streams           |  |







## Staff Report

May 30, 2018

**To:** Mayor and Town Council  
**Thru:** Dara MacDonald, Town Manager  
**From:** Michael Reily, Chief Marshal  
**Subject:** Stage 2 Fire Restrictions

### Summary:

On May 29<sup>th</sup>, 2018 unincorporated Gunnison County went into Stage 1 Fire Restrictions <http://gunnisoncounty.org/ArchiveCenter/ViewFile/Item/2792>. In numerous meetings with the Gunnison Basin Wildfire Council the partner agencies have come to the conclusion that the public will better appreciate and comply with the need for restrictions if all areas within the county are consistent in going into restrictions at the same time.

### Previous Council Action:

Crested Butte's codes regarding fires and structures are already relatively compliant with Stage 1 Fire Restrictions.

### Background:

The following explanations describe the various Fire Restrictions.

#### Stage 1

The first stage occurs when there is an increasing fire danger and/or an increasing preparedness level, and the risks of keeping the area open to all activities begins to be outweighed by the risks inherent in doing so. Stage 1 imposes relatively minor restrictions aimed at preventing the start of wildfires based on human activities that are known to be high risk, specifically smoking and campfires.

The following acts are prohibited:

1. Building, maintaining, attending, or using a fire or campfire except within a developed recreation site, or improved site.
2. Smoking, except within an enclosed vehicle or building, a developed recreation site or while stopped in an area at least three feet in diameter that is barren or cleared of all flammable materials.
3. Operating or using any internal or external combustion engine without a spark-arresting device properly installed, maintained, and in effective working order meeting either the USDA Forest Service Standard 5100-1a (as amended), or appropriate Society of Automotive Engineers (SAE) recommended practice J335(b) and J350(a) (36 CFR 261.52(j)).

#### Stage 2

As the risks increase, an area may choose to move to Stage 2. This stage intensifies the restrictions from Stage 1 by focusing on activities that, although normally managed, have a relatively high risk of causing a fire start. Restrictions under Stage 2 will have economic impacts to contractors and other similar professions. The decision to move to Stage 2 will involve a risk/benefit assessment, as well as consideration of economic and social impacts.

The following acts are prohibited, in addition to the prohibitions of Stage 1:

1. Building, maintaining, attending, or using a fire or campfire.
2. Smoking, except within an enclosed vehicle or building.
3. Possessing, discharging, or using any kind of firework or other pyrotechnic device.
4. Using an explosive.
5. Operating a chainsaw or other equipment powered by an internal combustion engine between 1:00 p.m. to 1:00 a.m.
6. Operating or using any internal or external combustion engine without a spark arresting device properly installed, maintained and in effective working order meeting either the USDA Forest Service Standard 5100-1a (as amended); or Appropriate Society of Automotive Engineers (SAE) recommended practice J335 (b) and J350.
7. Welding, or operating an acetylene or other torch with open flame.

Exemptions Common to Stages I and II

- ♣ Persons with a written fire and activity permit that specifically authorizes the otherwise prohibited act.
- ♣ Persons using a fire fueled solely by liquid petroleum or LPG fuels.
- ♣ Persons conducting activities in those designated areas where the activity is specifically authorized by written posted notice.
- ♣ Any federal, state, or local officer, or member of an organized rescue or firefighting force in the performance of an official duty.
- ♣ Resident owners and private lessees of land within the restricted area exempt from restriction 1 above, provided such fires are within a residence.

### **Discussion:**

For the most part, the Town of Crested Butte is always operating under Stage 1 fire restrictions.

As the wildland fire risk in our urban interface increases, the Town should move to Stage 2 fire restrictions to maintain vigilance in this dry season and consistency with the surrounding areas. Stage 2 intensifies the restrictions from Stage 1 by focusing on activities that, although normally managed by Town code, will have a relatively high risk of causing a fire start. The County's decision to move to Stage 2 will involve a risk/benefit assessment, as well as consideration of economic and social impacts.

### **Financial Implications:**

To implement Stage 2 restrictions, the financial implications with regard to construction and maintenance operations (chainsaws, welding, etc without proper consideration) will have been weighed by the Gunnison Basin Wildfire Council.

### **Recommendation:**

Staff recommends being consistent with other areas within the county.

### **Proposed Motion:**

Proposed that the Town Council authorize the Town Manager to adopt Stage 2 Fire Restrictions for Crested Butte when/if Gunnison County goes into Stage 2 Fire Restrictions in 2018.



## Staff Report

June 4, 2018

**To:** Mayor and Town Council

**Thru:** Dara MacDonald, Town Manager

**From:** Rob Zillioux, Finance and HR Director

**Subject:** Potential Ordinance of the Crested Butte Town Council Amending Chapter 4, Article 2 Section 4-2-30 of the Crested Butte Municipal Code Pertaining to Sales and Use Tax Definitions and Exemptions

**Date:** May 31, 2018

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I am investigating the possibility of having Crested Butte adopt standardized sales tax definitions, as defined and supported by the Colorado Municipal League.

### **Background**

The standardized definitions were developed by municipal tax professionals as part of a sales tax simplification effort, at the request of the business community and the Colorado General Assembly. It has long been recognized, by government and business alike, that various home rule municipalities giving the same term different meanings is a cause of complexity in our tax system for businesses that operate in multiple municipalities. Use of standardized definitions can help minimize this complexity.

Attached you will find a related background memo from the Colorado Municipal League.

### **Benefits**

Simply put, the primary benefits of adopting these definitions are to minimize complexity for both merchants and municipalities associated with sales tax management. Moreover, the project will allow Colorado home rule, and self-collecting, municipalities to control their own "sales tax destiny." The definitions are intended to be revenue neutral. I am in the process of pressure testing.

### **Current Adoption**

So far, 35 municipalities have adopted. These include, among others, Denver, Fort Collins, Golden, Gunnison, Aspen, Mountain Village and Montrose.

**Next Steps**

First, I need to fully pressure test new definitions to ensure tax neutrality. Second, finalize ordinance wording with the help of Town Counsel. Then, take to Council for consideration.



## THE VOICE OF COLORADO'S CITIES AND TOWNS

1144 Sherman Street, Denver, CO 80203 • (p) 303-831-6411 / 866-578-0936 • (f) 303-860-8175 • [www.cml.org](http://www.cml.org)

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To: Finance Directors of Self-Collecting Municipalities  
From: Dianne Criswell, Legislative and Policy Advocate  
Date: July 31, 2017  
Subject: Standardized Sales Tax Definitions Project

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The standardized definitions (attached to the invitation email) were developed by municipal tax professionals as part of a sales tax simplification effort, at the request of the business community and the Colorado General Assembly. It has long been recognized, by government and business alike, that various home rule municipalities giving the same term different meanings is a source of complexity in our tax system for businesses that operate in multiple municipalities. Use of "standardized" definitions, such as those attached, can help minimize this complexity.

The purpose of this memo is to briefly explain how and why these definitions were developed, so as to inform your possible adoption of these definitions. If you have questions or would like more details do not hesitate to call Jeff Hansen, Finance Director for the City of Golden (who served on the Steering Committee) or me at CML (contact information at the end).

### **BACKGROUND**

Colorado municipalities are heavily dependent on the sales tax, deriving on average 73% of their general purpose tax revenues from this source. Virtually unique among the states, Colorado home rule municipalities may require local businesses to remit directly to a municipality (known as "local collection"), decide their own tax base, and audit local businesses directly. Colorado's sixty-nine locally collecting municipalities collect over 90% of the municipal sales tax paid in our State.

While our system is generally well received by taxpayers, and quite effective for municipalities as a revenue raiser, it is regarded by multi-jurisdictional businesses as complex and burdensome. CML has sought to engage the business community constructively by taking the lead in accomplishing simplifications. Simplification must also preserve municipal interests by being revenue neutral (meaning little or no fiscal impact on the municipality) and maintaining basic integrity of our principal revenue raising mechanism.

The heavy lifting in all of our tax simplification projects was done initially by the municipal tax professionals on the CML Sales Tax Simplification Committee, who represented each of Colorado's locally collecting municipalities (a copy of the Committee roster is attached).

### **STANDARD DEFINITIONS PROJECT**

During the 2014 session the Colorado General Assembly, a bi-partisan group of Senators and Representatives spent a considerable amount of time attempting to fashion a referred constitutional amendment that would have required all locally collecting home rule municipalities to use standardized definitions developed and maintained by a special State board. After being stymied by a variety of issues, the General Assembly instead adopted Senate Joint Resolution

(SJR) 14-038, asking CML to develop a package of standardized definitions, reprising a successful effort led by CML in 1992. CML supported SJR14-038.

Under the direction of former CML Staff Attorney Rachel Allen and General Counsel Geoff Wilson, the Sales Tax Committee developed the enclosed definitions. The Committee began with the 1992 definitions (which had been adopted by each locally collecting municipality in that year), supplemented with additional definitions for terms that polling revealed were defined in three or more jurisdictions.

The twin goals in developing these definitions were to add clarity about current tax practices without triggering a TABOR election. As the updated definitions simply reflect current tax practices, no new tax is levied and no increase in tax revenue is expected. An additional goal was that these definitions could be adopted without any difference in tax treatment being experienced by local businesses.

Once the draft package of definitions was developed, it was reviewed by a committee of business tax experts and attorneys, as well as by a committee of municipal attorneys. The municipal attorneys were supportive of the project, while emphasizing the need to work with tax staff in their client jurisdictions to determine revenue neutrality and to determine which definitions would need to be adopted. The business tax experts were also supportive of the overall project, while quibbling at times about individual definitions (for example, a given business or their tax accountant thinks the *current* tax treatment of software violates TABOR, so naturally they object to a municipality clarifying its definition to make such taxation explicit).

Following the meetings with business and municipal tax and legal experts, several final revisions were made to the package and it was finalized by the full Sales Tax Committee.

#### **ADOPTION OF THE DEFINITIONS**

As mentioned above, our goal was to develop definitions that your municipality could adopt without a TABOR election and without losing revenue. We urge you to give serious consideration to adopting these definitions in your jurisdiction. The more locally collecting jurisdictions that adopt these definitions, the more profound will be the benefits for business and municipalities alike.

Your municipality probably will not need to adopt all of these definitions; only those that relate to your particular tax base would be necessary. The committee made a conscious effort to avoid embedding tax exemptions in the definitions themselves. Amendments to the definitions, transactions subject to tax, and exemptions sections of your tax code would need to be part of adopting this package.

#### **KEEPING STANDARDIZED DEFINITIONS STANDARDIZED**

CML's Sales Tax Committee will revisit these definitions, seeking to add new definitions or update old ones, as necessary. A municipality developing a definition first will likely have that definition be the recommended "standard" definition, unless modified by consensus of the committee. The Committee will soon be working out the details of a process to maintain standardization and consensus in these definitions over time.

#### **WHICH CITIES AND TOWNS HAVE ADOPTED?**

As of July 31, 2017, the following self-collecting home rule municipalities have adopted the standardized definitions: Arvada, Aurora, Avon, Denver, Edgewater, Fort Collins, Golden, Greenwood Village, Longmont, Louisville, Parker, Westminster, and Wheat Ridge.

**LEGISLATIVE TASK FORCE – HB17-1216**

House Bill 1216 (2017) established a legislative task force to examine the complexities of the sales tax system in Colorado and to explore options for simplification. While the Standardized Definitions Project is not expressly included in the legislation creating the task force, it is a good example of the best practices that self-collecting municipalities adopt to improve our local tax systems.

At the first meeting of the task force, it was clear that the legislators on the task force are looking at the adoption of the standard definitions as a sign that the municipalities are doing their part to help simplify the tax process for the business community, pointing out that only 13 of 70 self-collecting municipalities have adopted the definitions. Getting more municipalities to adopt the definitions will go a long way in helping CML and the municipal representatives on the task force to persuade the task force on issues that are in our best interests.

Please make it a priority to adopt the standard definitions as soon as possible. If you are facing obstacles in getting this done, please contact Jeff Hansen or Dianne Criswell (contact information below) for assistance and guidance.

**CONTACTS**

Jeff Hansen, Finance Director, City of Golden, (303) 384-8020; [jhansen@cityofgolden.net](mailto:jhansen@cityofgolden.net)

Dianne Criswell, Legislative Counsel, CML, (303) 831-6411; [dcriswell@cml.org](mailto:dcriswell@cml.org)



Staff Report  
June 4, 2018

**To:** Mayor and Town Council  
**Thru:** Dara MacDonald, Town Manager  
**From:** Janna Hansen, Parks and Recreation Director  
**Subject:** Ordinance No. 16, Series 2018 – An Ordinance of the Crested Butte Town Council Amending Chapter 16, Article 15 of the Crested Butte Municipal Code to Include New Regulations for the Removal of Trees

**Background:** The Town of Crested Butte has achieved a Tree City USA certification every year since 2001. To qualify as a Tree City USA community, a municipality must apply annually and meet four standards established by the Arbor Day Foundation and the National Association of State Foresters. Standard 2 requires that each certified municipality have a tree care ordinance. The Town adopted § 16-15-10 et seq. “Landscaping” in 2009, and the existing code has not been reviewed in the 9 years since its adoption. On February 20, 2018, Town Council approved Resolution No. 3 thereby entering into a Service Agreement with the Colorado State Forest Service for the purpose of providing community forestry assistance to the Town. One of the services defined in the Service Agreement was assistance with updating the Town’s tree code.

**Summary:** The intent of Ordinance No. 16, Series 2018 is to amend Town code § 16-15-10 et seq. (2009). The proposed amendments provide clarity and consistency that will enable tree removal regulations to be administered more easily and fairly while promoting best practices for forestry standards. The proposed amendments would make changes to the following sections:

- Sec. 16-15-10: The term for “tree” was added for clarity.
- Sec. 16-15-20: The intent was expanded to include language about the intrinsic value of trees and added language regarding “landscaping” and the importance of landscaping.
- Sec. 16-15-30: Was expanded to include the landscaping requirements in Chapter 17 Subdivision so that these standards also apply to already platted lots.
- Sec. 16-15-40: Was expanded to include (a) landscaping in the public right-of-way, and (c) park property.
- Sec. 16-15-50 (a): Was amended to update tree measurements to align with forestry industry standards for how trees are measured. This measurement change is seen in multiple places throughout this Article.
- Sec. 16-15-50 (c): Was added to include language prohibiting damage to trees.
- Sec. 16-15-50 (e): The “factors” in the granting or denial of a tree removal permit application were reformatted for consistency and clarity.

- Sec. 16-15-50 (e) (1): Was added to include language taking into consideration tree removal for the purpose of protecting person and or property.
- Sec. 16-15-50 (e) (6): Was amended to include language to promote increased diversity of tree species.
- Sec. 16-15-50 (e) (9): Was added to address corroboration between tree removal permit applications and existing landscape plans as approved by BOZAR.
- Sec. 16-15-50 (f): Was amended to require a permit for the removal of dead trees.
- Sec. 16-15-50 (g): Was amended to require that the Marshal be notified prior to the removal of a hazard tree and that a replacement plan be submitted.
- Sec. 16-15-60 (c): Was amended to change the definition of a “comparable substitute” for replacement trees to better align with forestry best practices.
- Sec. 16-15-60 (e): Was added to create a provision in the business zone districts in the event that a suitable location for a replacement tree is unavailable on the original site thereby allowing for a replacement tree to be planted on another property in a business zone of Town owned by the permittee, or on Town property in a location to be determined by the Town Manager or designee.
- Sec. 16-15-70: Was expanded to impose more stringent regulations for tree preservation during construction.
- “Building Official” and “Director of Parks and Recreation” were replaced with “Town Manager or designee” throughout the Article.

BOZAR reviewed the proposed changes at their May 29<sup>th</sup> meeting and made a recommendation that Council approve Ordinance No. 16, Series 2018.

**Recommendation:** Staff recommends a Council person make a motion to set Ordinance No. 16, Series 2018 for Public Hearing on June 18, 2018.

**Proposed Motion:** I move to set Ordinance No. 16, Series 2018 for Public Hearing on June 18, 2018.

**ORDINANCE NO. 16****SERIES 2018****AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AMENDING CHAPTER 16, ARTICLE 15 OF THE CRESTED BUTTE MUNICIPAL CODE TO INCLUDE NEW REGULATIONS FOR THE REMOVAL OF TREES**

**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 Council has the authority pursuant to Article XX of the Colorado Constitution, the Town of Crested Butte Home Rule Charter and applicable State statute, including C.R.S. §31-15-401, to adopt ordinances, rules and regulations in furtherance of public health, safety and welfare;

**WHEREAS**, pursuant to Chapter 16, Article 15 of the Crested Butte Municipal Code (the “**Code**”), the Town Manager possesses the authority to set forth regulations for the care and removal of Trees on lots and tracts of land within Crested Butte;

**WHEREAS**, the Town of Crested Butte has been a certified Tree City USA since 2001 and that the Arbor Day Foundation and the National Association of State Foresters require that each certified municipality have a Tree care ordinance;

**WHEREAS**, in adopting such legislation, the Town Council recognizes the environmental, aesthetic, and health benefits of landscaping, and Trees in particular, to the residents and guests of the Town of Crested Butte;

**WHEREAS**, the Town Council’s intent in adopting the Landscaping Article was to maintain, to the fullest extent possible, the number of existing Trees and the maximum diversity of Tree species in the Town by encouraging proper care and maintenance, and minimizing property management, development and construction activities that may result in the damage or loss of large Trees;

**WHEREAS**, the Town Staff has recommended to the Town Council that to better uphold § 16-15-10 et seq. “Landscaping”, the Town Council adopt regulations to be included in the Code further addressing the management of Trees;

**WHEREAS**, the Town Council finds that in order to maintain, to the fullest extent possible, the number of existing Trees and the maximum diversity of Tree species in the Town, the Town Council should amend the Code to include regulations addressing the management of Trees; and

**WHEREAS**, the Town Council supports adoption of regulations addressing the management of Trees, such regulations being in the best interest of the health, safety and welfare of the residents and visitors of the Town.

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

**Section 1.** Chapter 16, Article 15 of the Code is hereby repealed and replaced and shall read as follows:

## **ARTICLE 15**

### **“Landscaping”**

**Sec. 16-15-10. - Terms and provisions.**

The terms and provisions of this Article shall apply to all real property presently situated in or subsequently annexed to the corporate limits of the Town. The term “Tree” for the purposes of this Article shall include all coniferous and deciduous Trees having a trunk diameter of two inches (2”) or more when measured at four feet six inches (4’-6”) from ground level.

**Sec. 16-15-20. - Intent.**

Landscaping and Trees in particular provide important environmental, aesthetic, and health benefits to the residents and guests of the Town of Crested Butte. Landscaping enhances the quality of life and real estate values of property upon which it exists and other neighboring properties. Large Trees are a resource that cannot be fully replaced if they become dead, diseased, damaged or removed. The intent of this Article is to maintain, to the fullest extent practicable, the number of existing Trees and the maximum diversity of Tree species in the Town by encouraging proper care and maintenance, and minimizing property management, development and construction activities that may result in the damage or loss of large Trees.

**Sec. 16-15-30. - Landscaping and site development.**

- (a) Landscaping subject to regulation. Landscaping shall conform to the landscape plan submitted pursuant to Section 18-13-20(a) of this Code and guaranteed to be completed and maintained in a healthy living condition. The Design Guidelines Town of Crested Butte shall guide the property owner on all topics that are not included in this Article. *Ref: Sec 17-13-40(a)*
- (b) Existing Trees and shrubs. The landscape plan shall demonstrate that a reasonable effort has been made to preserve all existing healthy Trees and shrubs. *Ref: Sec 17-13-40(b)*
- (c) Appropriate vegetation. The landscaping plan shall provide for planting of indigenous plant materials or such other vegetation recommended by the BOZAR Guideline Plant List of Trees and Shrubs in the Design Guidelines Town of Crested Butte. All exposed ground surfaces shall be revegetated. *Ref: Sec 17-13-40(c)*

- (d) Obstruction of signs and fire hydrants. Vegetation shall not be located so as to interfere with the ability of motor vehicle operators to have unobstructed views of traffic signs, street signs and intersecting streets. Fire hydrants shall not be obstructed by landscaping. *Ref: Sec 17-13-40(d)*
- (e) Protection of landscaping. Installation of vegetation protection devices shall be required during any excavation or construction activities. *Ref: Sec 17-13-40(e)*
- (f) Landscaping installation. All landscaping and site development of a property shall be installed in accordance with the plans submitted pursuant to Subsection 18-13-20(a) of this Code and completed not later than the end of the first planting season following the issuance of the temporary certificate of occupancy for any building on the site; or in accordance with a Board-approved phased plan that shall as a minimum establish a vegetative ground cover in the first growing season.
- (g) Landscaping guarantee. All landscaping, including relocated Trees, planted in accordance with this Article shall live for a minimum of two (2) years after the installation. All landscaping shall be properly maintained in a healthy living condition by the owner of the property. Any landscaping that dies within the initial two (2) year period shall be replaced to the original specifications during the next available planting season and shall be required to live for a minimum of two (2) years from the time it is replanted. *Ref: Sec 17-13-40(f)*

**Sec. 16-15-40. – Trees and landscaping on public property.**

- (a) Any Trees, shrubs and other landscaping planted in the public right-of-way and sidewalk area or other public property shall be approved prior to installation as to location and type by the Town Manager or designee(s).
- (b) No person, other than a Town employee under the direction of the Town Manager or designee(s), shall plant, trim, prune, transplant or remove Trees situated upon Town property, streets or other public rights-of-way.
- (c) No person using Town park property shall damage, cut, carve, transplant or remove any Tree or plant; or injure the bark of Trees or pick flowers or seeds of any plant; attach any rope, wire or other contrivance to any Tree; dig or otherwise disturb planter or grass areas; or in any other way harm or impair the usefulness or natural beauty of any public area. *Ref: Sec. 11-3-209(b)*

**Sec. 16-15-50. – Removal of Trees on public and private property; permit required.**

- (a) No person, without first obtaining a permit for Tree removal as herein provided, shall remove, cause to be removed or effectively remove through damaging any Tree.
- (b) No person, without first obtaining a permit from the Town Manager or designee(s), shall remove or cause to be removed any Tree. Said Tree removal application shall contain such information as the Town Manager or designee(s) may require to enable them to adequately enforce the provisions of this Article. A request to remove Trees or other landscaping that is part of a site development plan shall be reviewed by the Board as part of the building application process in conformance with Paragraph 18-13-20(a)(11) of this Code.
- (c) No person, without first obtaining a permit, shall top, damage, girdle, limb up, or poison any living Tree. “Topping” is defined as the removal of more than five percent

(5%) of the height from the top of any deciduous Tree or the removal of the terminal bud from a coniferous Tree. The “terminal bud” of a coniferous Tree is defined as the highest bud on the Tree. “Limb-up” is defined as the removal of more than one third (1/3) of the live crown or branches of a Tree within one growing season.

- (d) The Town may request, when necessary, to adequately evaluate the intended Tree removal proposal, a site plan drawn to scale showing the following:
- (1) The location of the driveway, parking areas, all paving, walkways, trash or dumpster locations and other structures on the site.
  - (2) The location of all Trees shall be identified as to type, species and size of trunk diameter measured at four feet six inches (4'-6") from ground level.
  - (3) The identification of all diseased Trees and any Trees damaging or threatening to damage any buildings, structures, roadways, sidewalks, paved surfaces or utility service lines.
  - (4) The identification of any Trees to be relocated and/or removed, Trees to be retained and areas which will remain undisturbed.
  - (5) The identification of any proposed grade changes which might adversely affect or endanger any Trees on the site, with details and specifications as to how the Trees will be protected and preserved.
- (e) After the application for a Tree removal permit is filed, the Town Manager or designee shall review the application (and site plan if required) and determine what effect the intended removal of the Tree(s) will have upon the natural resources, aesthetic qualities and safety of the area. The following factors shall be considered in determining whether a Tree removal permit shall be granted or denied:
- (1) Whether removal of the Tree(s) is necessary to protect human safety, buildings, structures, utilities and other improvements.
  - (2) Whether removal of the Tree(s) will increase the potential for flooding, snowslides, landslides or other natural hazards.
  - (3) Whether removal of the Tree(s) will increase excess soil erosion, water runoff or otherwise negatively impact the watershed.
  - (4) Whether the removal of the Tree(s) will increase the potential of wind erosion, create dust during winds, or otherwise adversely affect air quality.
  - (5) Whether the removal of the Tree(s) is necessary due to insect infestation or disease.
  - (6) Whether the removal of the Tree(s) will substantially decrease the quantity of species and diversity of Trees in the immediate neighborhood, detract from the aesthetic qualities of the area, or adversely affect the reasonable use and enjoyment of property in the area.
  - (7) Whether the removal of the Tree(s) is necessary in order to construct proposed improvements and to allow reasonable use and enjoyment of the property.

- (8) Whether the removal of the Tree(s) will result in the implementation of good forestry practices, including consideration to the number and types of healthy Trees that the subject site can support.
- (9) Whether the removal or relocation of the Tree(s) upholds the intent of the original landscape plan as approved by the Board; and whether the methods proposed to be used for the removal or relocation of any Tree is adequate.
- (f) No person shall remove a totally dead Tree without providing prior notice to the Town Manager or designee and obtaining a Tree removal permit. Following such removal, the owner shall replace the dead Tree with a comparable substitute(s), as defined in Subsection 16-15-60(c) below.
- (g) Any person, in the event of an emergency caused by a Tree being in a hazardous or dangerous condition and posing an immediate threat to person or property, may remove such Tree without adhering to the procedures described herein. The Crested Butte Marshal must be notified prior to the removal of a hazard Tree. Following such removal, the owner shall notify the Town Manager or designee within twenty four (24) hours and submit a Tree replacement plan identifying comparable substitute(s) as defined below in Subsection 16-15-60(c).

**Sec. 16-15-60. - Maintenance of Trees.**

- (a) Within residential zone districts, unless necessary to allow reasonable use and enjoyment of the property, all healthy living Trees at least five (5) feet in height planted within the front yard setback shall remain, whether the subject setback is ten (10) feet or twenty (20) feet. When such setback is "any distance conditionally approved," all such Trees shall remain in the ten (10) feet closest to the street, whether or not in the setback.
- (b) In the business zone districts, unless necessary to allow reasonable use and enjoyment of the property, all healthy living Trees of any size planted in the front yard setback shall remain.
- (c) Where construction of structures or improvements on any property necessitates the removal of any Tree the Town Manager or designee, as a condition of approval for removal, may require that the owner either relocate or replace the Trees with a comparable substitute elsewhere within the building site. Comparable substitute is defined as a Tree with a canopy at maturity being comparable to the canopy at maturity of the removed Tree with no replacement deciduous Tree being less than two inches (2") in diameter measured at the root collar, and no evergreen Tree being less than four feet (4') in height.
- (d) In the business zone districts, if any Tree located within the building site totaling at least six inches (6") in diameter when measured at four feet six inches (4'-6") from ground level are preserved, upon approval of the Board, one (1) required parking space may not have to be provided. Trees having a diameter of less than two inches (2") when measured at four feet six inches (4'-6") from ground level shall not be included in the above computation.
- (e) In the business zone districts, in the event a suitable location for a Tree replacement is not available on the site, the property owner may either plant a comparable

substitute on another property owned by the applicant in a business zone district of Town, or plant a comparable substitute Tree on Town property in a location to be determined by the Town Manager or designee. Any Tree planted on Town property must be warrantied to the Town guaranteeing survival for one (1) year after the time of planting. Substitute Tree(s) must be planted by a professional Tree-planting service provider.

**Sec. 16-15-70. - Preservation during construction.**

- (a) No person, without first obtaining a permit, shall be allowed to dig, excavate, turn, compact, or till the soil within the dripline of any Tree in such a manner as to cause material damage to the root system of the Tree. Dripline is defined as a cylinder having a radius equal to the length of the longest branch of the Tree, with the center of the cylinder located at the center of the trunk of the Tree and extending from grade level down to a depth of ten feet (10') below grade.
- (b) No person, while constructing any structure or other improvement, shall be allowed to place material, machinery, temporary soil or rock deposits, or any other material within the dripline of any Tree. During construction, the Town Manager or designee may require the erection of suitable barriers around any such Trees to be preserved and to protect existing natural resources as necessary. In addition, during construction, no attachments or wires other than protective guy wires shall be attached to any such Tree.

**Sec. 16-15-80. - Relocation of Trees on public and private property; permit required.**

- (a) No person, without first obtaining a Tree relocation permit as herein provided, shall relocate any Tree on public or private property. Such application may contain such information as needed by the Town Manager or designee to enable adequate review and enforcement of this Section.
- (b) All relocated Trees shall be maintained in a healthy living condition, and any relocated Tree that is severely injured, damaged or dies within two (2) years of relocation, shall be replaced with a Tree of the same type, species and size during the next available planting season after its demise.

**Sec. 16-15-90. – Subdivision approval for relocation and removal.**

If a subdivision plat shows each Tree proposed to be relocated or removed is approved by the Town pursuant to Chapter 17 of this Code, such approval by the Town shall constitute a permit to relocate and remove the Trees designated and no application pursuant to this Article shall be required.

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

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

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS \_\_ DAY OF \_\_\_\_\_, 2018.

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

TOWN OF CRESTED BUTTE, COLORADO

By: \_\_\_\_\_  
James A. Schmidt, Mayor

ATTEST:

\_\_\_\_\_  
Lynelle Stanford, Town Clerk

[SEAL]



## Staff Report

June 4, 2018

**To:** Mayor and Town Council

**From:** Dara MacDonald, Town Manager

**Subject:** Ordinance 2018-18, An ordinance of the Crested Butte Town Council approving the lease of a portion of the property at 716 Elk Ave to High Country Conservation Advocates

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**Summary:** High Country Conservation Advocates (“HCCA”) has been a long-term tenant of the in the Depot. They were displaced during the renovation of the Depot but returned once construction was complete in the fall of 2016. They have been occupying the space on a month to month lease since September, 2016. The Council directed staff to review all of the expired leases of town property and to bring forward new leases for those entities. Staff recommends entering into a new lease with HCCA.

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

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

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

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

**Discussion:** The space that HCCA leases is approximately 588 sq. ft. They have been paying \$500 per month and will remain at that level with execution of this lease. The lease rate proposed is as follows:

2018	\$500	\$10.20 sq. ft.
2019	\$500	\$10.20 sq. ft.

Beginning in 2020 the lease rate would increase 1% per year. The rental term is for 5 years with an automatic 5 year renewal.

In researching the policy last winter and in speaking with local property managers, town staff found comps for commercial office space in the range of \$2.25 sq. ft. to \$11.00 sq. ft. per year. We found comps for retail space on Elk Ave to range from \$12.00 sq. ft. to \$27.00 sq. ft.

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

**Recommendation:** Staff recommends the Town enter into a lease with High Country Conservation Advocates.

**Proposed Motion:** Motion and a second to set Ordinance No. 18, Series 2018 for public hearing on June 18, 2018.

**ORDINANCE NO. 18****SERIES 2018****AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE LEASE OF A PORTION OF THE PROPERTY AT 716 ELK AVENUE TO HIGH COUNTRY CONSERVATION ADVOCATES**

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

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

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

WHEREAS, the Town Council and High Country Conservation Advocates wish to enter into a long-term Business Lease attached hereto as Exhibit A; and

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

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

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

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS \_\_\_ DAY  
OF \_\_\_\_\_, 2018.

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

TOWN OF CRESTED BUTTE, COLORADO

By: \_\_\_\_\_  
James A. Schmidt, Mayor

ATTEST

\_\_\_\_\_  
Lynelle Stanford, Town Clerk

(SEAL)

**EXHIBIT “A”**

[attach form leases agreements here]

## BUSINESS LEASE

THIS BUSINESS LEASE (this "**Lease**") is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, with an effective date of July 1, 2018 (the "**Effective Date**") by and between the TOWN OF CRESTED BUTTE, COLORADO ("**Landlord**"), a Colorado home rule municipality and HIGH COUNTRY CONSERVATION ADVOCATES, a Colorado nonprofit corporation ("**Tenant**").

### AGREEMENT:

**Premises**. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon and subject to the terms and conditions as set forth herein, the real property and improvements thereon located at The Depot, 716 Elk Avenue, Crested Butte, commonly known as an approximately 588 sq. ft. North unit office space portion of The Depot (the "**Premises**").

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

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

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

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

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

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

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

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

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

Landlord.

2. **Term.**

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

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

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

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

(a) Tenant shall pay Landlord \$500.00 on the Effective Date of this Lease and each month thereafter during the first year of the Term (the "**Rent**"). If the Tenant chooses they make pay the full amount for the coming year on the Effective Date and subsequent anniversaries. Rent shall thenceforth increase 1% each year as follows:

1 <sup>st</sup> anniversary (2019):	\$6,000.00 annually / \$500.00 per month
2 <sup>nd</sup> anniversary (2020):	\$6,060.00 annually / \$505.00 per month
3 <sup>rd</sup> anniversary (2021):	\$6,120.60 annually / \$510.05 per month
4 <sup>th</sup> anniversary (2022):	\$6,181.81 annually / \$515.15 per month
5 <sup>th</sup> anniversary (2023):	\$6,243.62 annually / \$520.30 per month
6 <sup>th</sup> anniversary (2024):	\$6,306.06 annually / \$525.50 per month
7 <sup>th</sup> anniversary (2025):	\$6,369.12 annually / \$530.76 per month
8 <sup>th</sup> anniversary (2026):	\$6,432.81 annually / \$536.07 per month
9 <sup>th</sup> anniversary (2027):	\$6,497.14 annually / \$541.43 per month
10 <sup>th</sup> anniversary (2028):	\$6,562.11 annually / \$546.84 per month

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

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

(d) To secure the faithful performance by Tenant of all of Tenant's covenants, conditions, and agreements in this Lease to be observed and performed, Tenant shall deposit with Landlord a security deposit (the "**Security Deposit**"). Tenant's security deposit is \$500.00. The Security Deposit may also be used in the event of termination of the Lease by re-entry, eviction, or otherwise. The parties agree that the Security Deposit or any portion thereof, may be applied to any Event of Default (as defined below) that may exist, and/or payment of subsequent damages and costs incurred by Landlord, without prejudice to any other remedy or remedies that Landlord may have on account thereof. If Tenant shall perform all of its respective covenants and agreements in the Lease, the Security Deposit, or the portion thereof not previously applied pursuant to the provisions of the Lease, together with a statement, shall be returned to Tenant without interest, no later than sixty (60) days after the expiration of the Term, or any renewal or extension thereof (or such earlier time if required by applicable law), provided Tenant has vacated the Premises and surrendered possession thereof to Landlord.

(e) This lease will maintain Tenant at an annual lease rate of \$10.20 per sq. ft. with 1% annual increases beginning in 2020.

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

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

6. **Compliance with Laws.**

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

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

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

8. **Insurance.**

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

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

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

obligation of the insurance company to pay the amount of any loss sustained. Tenant may satisfy its obligation under this Section by appropriate endorsements of its blanket insurance policies.

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

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

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

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

brought against an Indemnitee by reason of any claim solely arising out of subparagraphs (i) through (v) above, upon notice from Landlord, Tenant shall defend the claim at Tenant's expense with counsel reasonably satisfactory to Landlord.

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

#### 10. **Default Provisions.**

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

(b) The following occurrences are "**Events of Default**": (i) Tenant defaults in the due and punctual payment of rent or any other amount due under this Lease, and the default continues for five (5) days after notice from Landlord; (ii) Tenant defaults in the performance of any other obligation under this Lease that is not cured after ten (10) days' written notice to Tenant (or, in case of any emergency, upon notice or without notice as may be reasonable under the circumstances); or (iii) Tenant vacates or abandons the Premises.

(c) If any one or more Events of Default occurs, then Landlord may, at its election, give Tenant written notice of its intention to terminate this Lease on the date of the notice or on any later date specified in the notice, and, on the date specified in the notice, Tenant's right to possession of the Premises shall cease and this Lease shall be terminated. In addition, landlord shall have all other rights available at law and in equity, including, without

limitation, recovery of actual damages, costs and expenses, including reasonable attorneys' fees. All remedies may be cumulatively and concurrently applied and enforced.

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

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

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

To Tenant:                     High Country Conservation Advocates  
   P.O. Box 1066  
   Crested Butte, CO 81224  
   Attn: Executive Director

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

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

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

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

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

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

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

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

(i) notify the subcontractor and the Landlord within three (3) days that Tenant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

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

Tenant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to state law. Tenant acknowledges that in the event Tenant violates any of the provisions of the foregoing the Town may terminate this Lease for breach of contract. No notice need be given of said termination. If this Lease is so terminated, Tenant shall be liable for actual and consequential damages to the Landlord.

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

20. **Miscellaneous Provisions.**

- (a) Each party represents and warrants that it has obtained any and all approvals necessary to enter into and perform the obligations contained in this Lease, if any.
- (b) This Lease shall be construed and enforced in accordance with the laws of the State of Colorado.
- (c) This Lease is entered into at Crested Butte, Colorado, and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Lease will be in the District Court of Gunnison County, Colorado.
- (d) This Lease may be executed in multiple counterparts each of which shall constitute an original, and both of which when taken together shall constitute one and the same document. The parties hereby agree to accept facsimile or electronic copies of signatures as original signatures
- (e) An recordation of this Lease or any record thereof, or the recordation of any encumbrance against the Premises and/or the Improvements by any person, including, without limitation, any mortgagee of Tenant, except Landlord and any mortgagee of Landlord, shall be void *ab initio* and a default under this Lease.
- (f) This Lease constitutes the entire and exclusive agreement between the parties relating to the specific matters covered herein. Any other agreements between the parties, whether written or oral are hereby merged herein and of no further force and effect.
- (g) Unless otherwise provided in the Lease, the Lease may be amended, modified, or terminated only by a written instrument executed by Landlord and Tenant.

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

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

LANDLORD:

TOWN OF CRESTED BUTTE, COLORADO

By: \_\_\_\_\_  
Dara MacDonald, Town Manager

ATTEST:

\_\_\_\_\_ [Seal]  
Lynelle Stanford, Town Clerk

TENANT:

HIGH COUNTRY CONSERVATION ADVOCATES, a  
Colorado Non-Profit Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## Staff Report

June 4, 2018

**To:** Mayor and Town Council

**Thru:** Dara MacDonald, Town Manager

**From:** Lynelle Stanford, Town Clerk

**Subject: Ordinance No. 19, Series 2018 - An Ordinance Amending Chapter 6, Article 4 of the Crested Butte Municipal Code to Include Regulations for Merchandise Trucks.**

**Date:** May 25, 2018

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### Summary:

Laci Wright has proposed that the Council consider her request to vend retail items from a truck in the Town of Crested Butte. Wright desires to sell locally designed and printed t-shirts, hoodies, hats, patches, stickers and tumblers. She would use a converted 1972 GMC milk truck style van. Wright proposed operations in the summer, from June through the end of September, 4 days a week, from Noon to 5PM. In her letter to the Council, Wright specified private, commercially zoned properties, and in a follow-up email from Wright, she asked for consideration of the use of Town property around Big Mine Ice Arena.

### Background:

For the past two meetings, the Council discussed possible changes to the Code regarding truck vending. Fletcher Haver proposed changes to the food truck regulations, but he has since rescinded his request. At the last meeting, the Council decided not to entertain changing the regulations around food trucks, until there was another business proposal. The Council directed Staff to draft an ordinance to address the idea expressed by Wright. The Council agreed to consider allowing a truck, by adding it to the definition of merchandise cart and booth. The Council would allow only two merchandise carts, booths, or trucks. They would consider expanding into private property, or vending could take place in the designated zone at the 4 Way and at Big Mine, other than during special events, and only from the calendar dates from Memorial weekend to the end of September. The size limit would be the same as what it is for food trucks. On private property, Staff recommends a set back from the sidewalk of 10 feet, in order to not impede the sidewalk.

### Discussion:

1) Does the Council want to allow a retail truck to vend in Town?

2) If so, the current ordinance would allow up to two merchandise carts, booths, or trucks in Town. The public property at the 4 Way, at Big Mine, and private property would be the permitted locations. Does the Council agree to the above named locations?

3) What other limitations should be considered?

**Recommendation:**

Council should maintain the limitation on the number of merchandise vendors permitted. The Council should also consider impacts to the area that retail vending is allowed. A retail truck would attract people for a longer period of time, compared to the time it takes to transact at a food truck. The Council should consider the balance between mobile vending and brick and mortar businesses.

**Recommended Motion:**

Motion and a second to set Ordinance No. 19, Series 2018 for public hearing at the meeting on June 18<sup>th</sup>.

**ORDINANCE NO. 19****SERIES 2018****AN ORDINANCE AMENDING CHAPTER 6, ARTICLE 4 OF  
THE CRESTED BUTTE MUNICIPAL CODE TO INCLUDE  
REGULATIONS FOR MERCHANDISE TRUCKS**

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

WHEREAS, Chapter 6, Article 4 of the Crested Butte Municipal Code (the "**Town Code**") contains regulations adopted by the Town Council that govern, among other things, the licensing and operation of vending, merchandise carts, food trucks and special events in Town;

WHEREAS, Chapter 6, Article 4, Sec. 6-4-10 of the Town Code contains definitions applicable to licensing and operations of the types of business and activities regulated by Article 4 of the Town Code;

WHEREAS, Chapter 6, Article 4, Sec. 6-4-70 of the Town Code contains regulations applicable to merchandise carts;

WHEREAS, the Town Council finds that certain amendments to these Sections of the Town Code to allow "merchandise trucks" to operate in Town would be in the best interest of the health, safety, and general welfare of the residents and visitors of Crested Butte and, therefore is appropriate for adoption.

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

**Section 1.**     **Amendment of Section 6-4-10.** Section 6-4-10 of the Town Code is hereby amended by adding a new definition of "Merchandise truck" that shall read as follows:

Sec. 6-4-10. Definitions.

*Merchandise truck* means a licensed motor vehicle no greater than eight (8) feet wide by twenty (20) feet long that is mobile and is used for vending merchandise.

**Section 2.**     **Amendment of Section 6-4-70.** Section 6-4-70 of the Town Code is hereby amended by deleting the section in its entirety and replacing it with a new section that shall read as follows (**changes highlighted in yellow**):

Sec. 6-4-70. - Merchandise cart **and truck** regulations.

Merchandise carts **and trucks**, merchandise cart **and truck** vendors, and merchandise cart **and truck** vending are subject to the following regulations:

- (1) Merchandise carts **and merchandise trucks** may not occur on public streets, sidewalks, alleys or other public rights-of-way except as specified in (3) below. **Merchandise trucks and carts on private property shall be located at last 10 feet away from any sidewalk adjacent to the property.**
- (2) A merchandise cart may only operate on private property, must have written permission from the property owner to vend on the site, must operate from a stationary position and must maintain high standards of site cleanliness.
- (3) **A merchandise truck may operate on private property, must have written permission from the property owner to vend on the site, must operate from a stationary position and must maintain high standards of site cleanliness. A merchandise truck may also operate in the designated zone at the 4 way intersection at 6<sup>th</sup> and Elk Avenue, or at the Big Mine Ice Arena. A merchandise truck may only operate starting on the Friday of Memorial Day weekend until September 30 of a calendar year.**
- (4) A merchandise cart **or merchandise truck** may be required to move at the request of Town officials for health, sanitation and safety reasons, upon verifiable complaint from the public related to unfair or improper business practices, or for failure to comply with the requirements of this Chapter.
- (5) Merchandise cart **or merchandise truck** vendors may not attract attention by noise-making devices, voice calls, flags, banners, balloons or other such devices.
- (6) Signs must be limited to the cart **or truck** itself and may not extend beyond the cart **or truck** (except for the area of the umbrella).
- (7) Advertising is limited to the product sold, the name of the business and a price list.
- (8) No more than a single cart **or truck** (whether a food cart or merchandise cart) may operate on any individual Town lot. In the event a property has a legal description describing it in terms as other than a lot, in order to determine what is a lot for purposes of this Section, reference shall be made to the official plat of the Town. Where property is depicted thereon as a lot, such property shall be considered a lot.
- (9) No more than two (2) licenses for either merchandise carts **or merchandise trucks** may be issued in any one (1) calendar year.

**Section 3. Severability.** If any section, sentence, clause, phrase, word, or other provision of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases, words, or other provisions of this ordinance, or the validity of this ordinance shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

**Section 4. Savings Clause.** Except as amended hereby, the Crested Butte Municipal Code, as amended, shall remain valid and in full force and effect. Any provision of any ordinance previously adopted by the Town Council that is in conflict with this ordinance is hereby repealed as of the enforcement date hereof.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS \_\_ DAY OF \_\_\_\_\_, 2018.

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

TOWN OF CRESTED BUTTE, COLORADO

By \_\_\_\_\_  
James A. Schmidt, Mayor

ATTEST:

\_\_\_\_\_  
Lynelle Stanford, Town Clerk

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

May 2, 2018

Dear Town Council members:

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

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

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

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

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

The general concept is outlined below:

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

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

Sincerely,  
Laci Wright  
970-366-2233  
[lacinwright@gmail.com](mailto:lacinwright@gmail.com)



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



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



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



**From:** [Kim Raines](#)  
**To:** [Lynelle Stanford](#)  
**Subject:** Support of Mobile Retail Vending  
**Date:** Friday, June 01, 2018 8:32:44 AM

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Dear Lynelle and CB Town Council,

I am writing to quickly convey my support for the idea of mobile retail vending in the Town of Crested Butte. I feel this is a unique approach that is inline with the character of our vibrant town. I support expanding the current regulations for tents and carts to include trucks, as is currently approved for food vendors. I think it adds a nice mix of opportunity without taking away from other business establishments and I support such creative approaches.

Thank you for your consideration

Kim Raines, Owner  
Mountain Colors Paint Store + Design Shop  
[mountaincolors@gmail.com](mailto:mountaincolors@gmail.com) / [mountaincolorsincb.com](http://mountaincolorsincb.com)

**From:** [gareth & linda roberts](mailto:gareth&linda.roberts)  
**To:** [jmessner@gunnisoncounty.org](mailto:jmessner@gunnisoncounty.org)  
**Cc:** [Lynelle Stanford](mailto:Lynelle.Stanford); [pchamberland@gunnisoncounty.org](mailto:pchamberland@gunnisoncounty.org); [jhouck@gunnisoncounty.org](mailto:jhouck@gunnisoncounty.org)  
**Subject:** Letter to Gunnison County Planning Commissioners re: Corner at Brush Creek  
**Date:** Monday, May 28, 2018 4:33:27 PM

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Please forward my comments to the Commissioners and appropriate parties to be included in the record.

Dear Commissioners:

As you look to making a decision regarding the proposed development for the Corner at Brush Creek, please review the Letter from the Town of Crested Butte requesting the denial of the sketch plan application for the Corner at Brush Creek which was sent in January/February 2018. This letter reviews the Project to the LUR and finds that it does not comply on many significant points. I believe that even with the revisions proposed by the Developer, Project still does not comply with the LUR on these basic, fundamental points from the original letter from Town.

LUR Sec. 7-102A  
LUR Sec. 7-102B  
LUR Sec. 9-604  
LUR Sec. 10-103  
LUR Sec. 13-103  
LUR Sec. 13-104  
LUR Sec. 13-105  
LUR Sec. 13-108  
LUR Sec. 13-110

I do not see how you can justify approving a Project that does not comply with the LUR on points that will have a significant impact on the North end of the Valley.

Further, it is my opinion that the revised Sketch Plans fall even further afield from the RFP and from compliance with the LUR. First, by placing additional financial burdens on "for sale" lots to be responsible for the Water treatment plant thereby makes them unmarketable for affordable housing purposes. Second, the changes to the transportation plan and excess parking spaces make it less in compliance with the RFP. Third, Water, water, water! there is not enough water available to this parcel without drying up existing homes and well, how can you justify allowing a new development that would rob water from existing homes?

The Developer has not shown himself to be a person that understands our community values and ethos. When he sent out multiple mail flyers on the issue of affordable housing without specifically identifying his personal interest, it shows that he is willing to do whatever it takes to try to receive a free million dollar piece of land from folks that do not approve of his Project. To go to the expense of these flyers when he claims no profit motive in building and managing this Project, should make you take a long hard look at the Developer's real motivation and long term results that may transpire from dealing with this Developer.

To approve this Project, you must find that it complies with the LUR. Give the objections specifically pointed out by the Town of Crested Butte, it is clear that this Project does not comply and should be denied.

Sincerely,  
Linda Roberts  
12 Ruth's Road  
Crested Butte, CO



Sustainable Crested Butte, Inc.  
PO Box 361  
Crested Butte, CO 81224  
[www.sustainablecb.org](http://www.sustainablecb.org)  
[sustainablecb@gmail.com](mailto:sustainablecb@gmail.com)

Dear Mayor and Council,

We are Sustainable Crested Butte, working to help the town achieve sustainability goals regarding single use plastic waste, including bags, cups, plates, forks and napkins through our borrow-a-bag, boomerang bags and Zero Waste Event programs. We respectfully ask you to please find us a location where we can run our program smoothly and with minimal complications. Ideally this location is on the ground floor and has parking nearby. Even more ideal would be to have a place we could install a dishwasher, this would allow us to serve many more events and keep even more trash out of the environment.

These programs take a lot of time and energy and we are lucky to have a very motivated volunteer board who puts in many hours of work sewing cloth bags, delivering and picking up bags to and from stores and hotels, delivering plates and other items to events, washing hundreds of dirty dishes, managing a complicated calendar of events for local families, schools, groups, businesses, events and parties. Currently town is generously letting us use the attic space at the chamber of commerce but it's extremely dangerous access up stairs and a rickety ladder with full tubs of dishes, sometimes late at night.

Please please please find us a better place from which to serve the town of Crested Butte.

Sincerely,  
Sustainable Crested Butte

**June 18, 2018**  
**Starting at 7PM**

**Consent Agenda**

Mallardi Art Approval  
4<sup>th</sup> of July Special Event Application  
Art Market Special Event Application  
Black and White Ball Special Event Application  
Car Show Breakfast Run Special Event Application

**New Business**

- Ballot Initiative Authorization – GVRHA
- Silent Tracks Update on Data Collection
- Appointment of Municipal Judge
- Approval of Updated McCormick Ranch Ditch Agreement.
- Ordinance No. , Series 2018 - License Agreement with Schumacher
- Ordinance No. , Series 2018 - School District for Duplex Units

**Future Items**

- Abel Chavez and Presentation on Energy Action Plan Update – July 16
- Charter Franchise Agreement
- Heights Open Space Plat Modification
- Heights Open Space Conservation Covenant
- Retreat Update – Mid Summer
- Project Update – Mid Summer
- Bid Award Emergency Service Facilities Design/Planning
- License agreement with Cypress for dump clean-up
- Update on Big Mine Warming House Project Scope of Work - July
- Presentation on the Audit