



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

Town Council Values

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

AGENDA
Town of Crested Butte
Regular Town Council Meeting
Monday, July 6, 2015
Council Chambers, Crested Butte Town Hall

6:00 EXECUTIVE SESSION

For discussion of a personnel matter under C.R.S. Section 24-6-402(2)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees.

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

7:02 APPROVAL OF AGENDA

7:04 CONSENT AGENDA

- 1) Approval of June 15, 2015 Regular Town Council Meeting Minutes.
- 2) Approval of Special Event Application and Special Event Liquor Permit for Big Mountain Enduro in Town Park from July 29 through August 3, 2015.
- 3) Approval of Resolution No. 14, Series 2015 – Resolutions of the Crested Butte Town Council Approving the Contract for Use of the Big Mine Hockey Arena by the Gunnison Valley Hockey Association.
- 4) Approval of 2015 Spring Community Grant Funding Recommendation.

7:06 PUBLIC COMMENT

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

7:10 STAFF UPDATES

7:40 PUBLIC HEARING

- 1) Discussion and Possible Approval of a New Hotel and Restaurant Liquor License for Iron Horse Tap LLC DBA 3 Chix Located at 16 6th Street.

7:50 NEW BUSINESS

- 1) Comments by the Red Lady Coalition and High Country Conservation Advocates Regarding Recent Developments at U.S. Energy Corp.

8:05 2) Resolution No. 15, Series 2015 – Resolutions of the Crested Butte Town Council Acknowledging the Town Council's Pledge to the Center for Arts in Connection with the Center's Expansion of its Facilities on Town Property.

8:35 3) Ordinance No. 3, Series 2015 - An Ordinance of the Crested Butte Town Council Approving the Telecommunications Facilities Space Lease Agreement with Internet Colorado, L.L.C. for 508 Maroon Avenue and 801 Butte Avenue, Crested Butte.

8:40 4) Ordinance No. 4, Series 2015 - An Ordinance of the Crested Butte Town Council Extending the Vested Property Rights for the Planned Unit Development for Sixth Street Station, LLC for Lots 1-5 and 28-32, Block 1 and Lots 1-5 and 28-32, Block 12, Town of Crested Butte.

8:55 5) Discussion and Possible Direction to Staff to Generate a Resolution Notifying the County Elections Office of the Town's Intent to Submit a Ballot Initiative for the 2015 Ballot for Funding of Town Parks.

9:25 6) Discussion and Direction Regarding Repair of Elk Avenue Following Anheuser Busch's *Whatever USA* Major Special Event on September 5-7, 2014; and Related Discussion with Anheuser Busch Regarding Reimbursement for Repairs.

10:00 LEGAL MATTERS

10:05 COUNCIL REPORTS AND COMMITTEE UPDATES

10:15 OTHER BUSINESS TO COME BEFORE THE COUNCIL

10:35 DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, July 20, 2015 – 7:00PM Work Session – 8:00PM Regular Council
- *Tuesday*, August 4, 2015 – 7:00PM Work Session – 8:00PM Regular Council
- Monday, August 17, 2015 – 7:00PM Work Session – 8:00PM Regular Council

10:40 EXECUTIVE SESSION

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

10:55 ADJOURNMENT

MINUTES
Town of Crested Butte
Regular Town Council Meeting
Monday, June 15, 2015
Council Chambers, Crested Butte Town Hall

Mayor Pro Tem Schmidt called the meeting to order at 7:01PM.

Council Members Present: Roland Mason, Shaun Matusewicz, Skip Berkshire, Chris Ladoulis, and Glenn Michel

Mayor Huckstep was present via conference call for part of the meeting.

Staff Present: Town Manager Todd Crossett, Town Attorney John Belkin, and Town Clerk Lynelle Stanford

Town Planner Michael Yerman, Parks and Recreation Director Janna Hansen, Finance Director Lois Rozman, and Building and Zoning Director Bob Gillie (for part of the meeting)

APPROVAL OF THE AGENDA

Item #2, Approval of Special Event Application and Special Event Liquor Permit for Big Mountain Enduro in Town Park from July 29 through August 3, 2015, was removed from the Consent Agenda.

It was decided Belkin would report on correspondence concerning Mosaic under Legal Matters.

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

CONSENT AGENDA

- 1) Approval of June 1, 2015 Regular Town Council Meeting Minutes.**
- 2) Approval of Special Event Application and Special Event Liquor Permit for Big Mountain Enduro in Town Park from July 29 through August 3, 2015.**
- 3) Approval of Special Event Application and Special Event Liquor Permit for Alpenglow on Elk on August 17, 2015 on Elk Avenue from 2nd Street to 3rd Street.**
- 4) Approval of Special Event Application and Special Event Liquor Permit for Black and White Ball on July 2, 2015 on 4th Street Between Elk Avenue and Maroon Avenue.**

5) Approval of Special Event Application for the Gunnison Car Show Breakfast Run on August 23, 2015 on Elk Avenue from 2nd Street to 5th Street.

Item #2, Approval of Special Event Application and Special Event Liquor Permit for Big Mountain Enduro in Town Park from July 29 through August 3, 2015, was removed from the Consent Agenda.

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

PUBLIC COMMENT

Glo Cunningham and Shelley Popke representing the Crested Butte Mountain Heritage Museum

- Popke thanked the Council for approving the Black and White Ball.
- Cunningham also thanked the Council. She told the Council the event would be two weeks from Thursday. It was the Museum's biggest fundraiser.

STAFF UPDATES

Janna Hansen

- The foundation for the shade structure at the tennis courts was poured over the weekend.
- They would hold a grand opening party/tournament for the new tennis courts at the end of July. They were waiting for overnight low temperatures to be 40 degrees in order to complete the work.
- The Big Mine Master Plan would be going before BOZAR for overall conceptual review on June 22.
- There would be an informational meeting tomorrow at 5PM to discuss park funding.
- There was a new outfield fence on Gothic Field.
- There were back to back bookings at park pavilions on most weekends.
- Ladoulis wondered when they would hear answers to their questions from the last meeting on Big Mine. Hansen thought the Council wanted to hear back on July 6. Crossett explained the consultants would leave the sledding hill and skate park areas in bubble form. BOZAR was only considering the structures.
- Matuszewicz asked if the food carts would go back to the area near the tennis courts. Crossett said the hotdog cart could go back on the corner once construction was completed. He added there would be Farmers' Market vendors who would be located at 6th and Elk.

Lynelle Stanford

- Attended liquor license training in Gunnison last Friday. There was an additional training being held for liquor license holders in Gunnison this upcoming Wednesday.

- Boom Town added a trade name, and they would be doing business under the name of Uba Crested Butte.
- Listed upcoming special events between this meeting and the next including: Ride the Rockies, Chainless and Fat Tire 40, the first Alpenglow in Town, and the 4th of July festivities.

Bob Gillie

- Was working on various projects.
- BOZAR was considering the Big Mine Plan.
- Assisted architects for the Center.
- Blocks 79 and 80 were gearing up.
- Finishing up the code requirements prior to issuing a permit for Anthracite Place.

Michael Yerman

- Informed the Council that Town Staff and Kimley-Horn would be meeting with CDOT to discuss the Red Lady intersection.
- After the initial kick off meeting they would be proceeding with the transportation plan.

Todd Crossett

- Thanked Schmidt and Berkshire for attending the ribbon cutting for the Rec Path. Explained that one truckload of concrete didn't work out which resulted in the need to tear it up and re-pour. They had been challenged by weather. Schmidt wondered when they would complete the shoulders. Crossett said within the next couple of weeks.
- Crews were trying to get crack sealing done, which had been difficult with the cold and the rain.
- Chip sealing would be done by United on Friday and Saturday. It was part of regular maintenance.
- Elk Avenue was slated to be done on Thursday and Friday.
- The Ride the Rockies party would be on Wednesday.
- Reported there were about 170 volunteers to work on the Lupine Trail extension. It was spread out over two miles, and they built an epic trail over one weekend.
- Would be attempting to attend CML and CAST this week.
- Due was settled in and started work at his new job. First review for his position would be on June 26.

NEW BUSINESS

1) Discussion and Possible Direction for Staff to Work with Business Owners on Paving of a Half-block of Alleyway, South of Elk and from Third Street Westward Toward Second Street.

Eric Roemer, owner of the Wooden Nickel, was present at the meeting. He explained that alleys in Town were getting a lot of use, especially in the business core. He owned

his business for 34 years, and the mud was getting worse and worse. He said there were a high percentage of restaurants in the alley being discussed. It was becoming a battle to keep his restaurant clean. Roemer recognized that Town couldn't pave the alley. He was basically asking for permission. There was 800 feet of property on both sides of the alley, and he had received positive responses from 500 of the 800 feet. He didn't have support to do the entire alley, but he wanted to pave half of the alley from the Princess's property to 3rd Street. Crossett said that Town would pick up the cost of an engineer, which would be about \$2K, and it was in the Public Works' budget. Roemer felt the Town would need to get the engineering done at some point anyway. It would meet the Town's requirements for paving, and it would help businesses clean up. Crossett said there would need to be a concrete pan on the north side to make the drainage work. He said the street crew was in favor of it. As long as the elevations were correct, it would be easier for Town crews to maintain. Michel wondered if Town would be on the hook when the alley needed repair or replacement and if they would add it to the Street and Alley Fund's budget. Crossett said it would be an ongoing expense. He said additional expense could be incurred if they needed to access utility lines. Schmidt pointed out the Town wouldn't have to pay for ongoing mag chloride and grading. Matuszewicz asked if it would be the only paved alley in Town. Schmidt said the Post Office alley was paved, and Gillie mentioned the alley behind Eleven's building was paved, too. Matuszewicz wondered if BOZAR had been involved. Gillie clarified that BOZAR reviewed architectural plans. Schmidt said that when streets were paved they didn't go to BOZAR, either. Matuszewicz wanted the whole alley paved, if anything. He felt it was problematic to pave half of the alley. Roemer said the grading would take care of drainage for the whole alley. Crossett said it could be done from a practical standpoint.

Mason moved and Ladoulis seconded a motion to direct Staff to work with business owners and residential owners to pave no less than half of the Block 28 alley. A roll call vote was taken with all voting, "Yes," except Matuszewicz voted, "No." **Motion passed.**

2) Update on Trust for Public Land (TPL) Feasibility Memo and Possible Path Forward Regarding a Potential Parks Funding Initiative.

Crossett stated that TPL didn't recommend polling as a practical option because the population was under 4K people. They felt that local conservation matters generally did well in Colorado. Crested Butte was at 4% in both sales and use taxes, which were towards the upper end. An additional .5% would gain about \$350K in revenue. The estimated cost per household would be \$91, and 21% would be borne from Town residents. Ladoulis felt the impact to Crested Butte residents would actually be smaller. Schmidt said they would get a four to one return on investment. Ladoulis said they would be passing the burden to visitors. He asked how high they could drive sales tax before businesses were driven away. He asked what the implications were. Crossett said someone probably wouldn't drive to Gunnison to save .5%, but it would make a difference on large purchases, like vehicles. Ladoulis thought TPL would offer assistance, but the heart of why they would support or not support an increase was not answered.

TPL also considered a marijuana excise tax. Of the 53 municipalities that allowed marijuana, 26% of them adopted an excise tax. Crossett explained there was not a cap on what they could tax, but they had to balance the elasticity question. Marijuana excise tax had a high passage rate. Assuming 5%, it would generate about \$115K annually, which was about 1/3 of what was needed. Furthermore, TABOR prevented Town from packaging two initiatives into one, and two separate ballot initiatives made it more difficult to pass one.

Crossett explained that they discussed the cause of the measure failing by three votes last election. It was generally agreed upon that not having anyone to carry it was the main reason. Not having any advocacy and failing by three votes was a pretty good sign about its ability to pass the next round. He also thought it would help to not have Whatever USA.

Michel questioned the number of registered voters being reported as 1480. He asked how Staff was planning on approaching the question of voters registered with addresses in Crested Butte. Crossett said he would come back with an answer. The County was working with the State, and there would be a plan brought to the Council. There were statutory limits to what could be done, and he anticipated a series of mailers.

Ladoulis reviewed the conservation spending election results history that was provided, and he wondered how analogous the examples were. He said Crested Butte was already at the upper end with 4% sales tax. Michel asked if Crested Butte was growing out of the problem. He thought Town was generating significant sales tax, and if the economy kept growing, Town would be fine. Rozman explained that the usage in parks has far outgrown the pace of sales tax. Park maintenance was covered by the Capital Fund, which received very little sales tax. The real estate transfer tax (RETT) was the bulk of the Capital Fund. Pete Curvin, Parks Supervisor, told the Council they have experienced a 600% trash increase since 2010. They spent almost \$5K on trash bags between Memorial Day and Labor Day. Crossett said that visitor numbers have exploded, which was seen in sales tax, but the parks didn't benefit. Ladoulis suggested the General Fund funded parks. Rozman said they had been putting some sales tax into the Capital Fund. However, with more projects came more employees, which came from the General Fund. Crossett commented that Crested Butte was competing on a world market. Hansen pointed out that the parks crew maintained Elk Avenue, from trash, lights, bike racks, and flowers. She felt that public perception and education were very important. Curvin further explained they program Elk just like a park. Crossett said the level of service that was provided in treating the main street as a park was not seen in an average town.

TPL indicated that ballot language made a significant difference, and they thought they could help improve it. They could also work with a committee to help disseminate information, and they encouraged Town to run informational meetings. Schmidt had offered to help with this aspect. CML had a more conservative stance on Town's involvement, but Staff could continue to work on it through July. The Council would need to pass a resolution by the second meeting in July for the first reading of the ordinance at the first meeting in August.

Ladoulis stated that they did not know if voters were misinformed, or if they failed to convince them. He didn't think they had learned more. His big questions were elasticity and if generated sales tax could be reconfigured around funds within the budget. Schmidt thought it would work quite well for parks into the future. Town had large reserves, which he questioned until there were record floods in Boulder, Estes Park, and Lyons, who went into \$100M of debt. He also thought Town would get an excellent return on investment (four to one). He reminded the Council to think of Elk Avenue as a park, including the snow removal provided on sidewalks. He said it was a palatable and great way to maintain parks.

Crossett told the Council that they would need to make a decision in July. Schmidt said that TPL felt strongly that two initiatives on the ballot would make it very difficult for both of them. Matuszewicz thought the marijuana tax should be included. He said it would pass easily, and he reminded the Council they had already missed out on \$100K. Matuszewicz was not in favor of the sales tax for parks but he recognized himself in the minority, so wanted to see them both on the ballot. Matuszewicz wanted Crossett to confirm that if the ballot initiative passed, Crested Butte would be the third highest sales tax rate in the state. Michel questioned consumer behavior and when it came to sales tax.

3) Presentation by the Town Attorney and Town Staff Regarding Options for Structuring the Center for the Arts' Facility Improvements Project in Town Park.

Mason recused himself and left the room for agenda item numbers 3 and 4.

Belkin referred to an email that Crossett sent. The Center agreed to the traditional ownership model, there was no presentation, and therefore no item number 3. Executive Director of the Center for the Arts, Jenny Birnie, went back to the board. They agreed for Town to own the structure and the land, and they received a 99 year lease. Crossett explained the fees in question were resident occupied affordable housing (ROAH) fees. He said that in June of 2012, the Council put in place an ordinance that exempted Town from the ROAH fees. In this ownership scenario the Center would not owe ROAH fees. Berkshire said the quandary was if Town was going to own the building while construction was taking place.

The discussion that followed was what the intention was of the ordinance. Michel thought the Town was doing its fair share for affordable housing, which was why Town was excluded from ROAH fees. Berkshire thought the only place he knew of Town being excluded was when Town was building affordable housing. He felt they were trying to interpret the ordinance to accommodate a project. It needed to be looked at and resolved, and it was important to have consistent policies and rules. He agreed with the 99 year lease. Schmidt said it was a matter of dedication; Town was essentially paying itself. Berkshire countered that Town should not evade the fees. He took issue with the ordinance. Matuszewicz said the fees should be paid into the Affordable Housing Fund.

Crossett asked the Council if the ownership model was acceptable for them to address the requested pledge. Michel pointed out that when the Center was granted a certificate of occupancy, the ownership would change over to the Town. He asked if they were willing to give up the benefit of the arts for around \$1M. Crossett reminded the Council there was an ordinance that addressed the issue, and it was not appropriate to retract the ordinance. Schmidt asked Belkin if the building was Town's when they poured or after they were done. Belkin said Michel was right. He further explained the exemption was created at the request of the Center. Town was exempt because Town was in the business of affordable housing. The Council made the policy call with what was going on, and they didn't get into the level of detail to when a title transferred. Crossett said that the ordinance extended beyond the Center, and it would apply to anyone else.

The Council was asked if everyone was happy with the 99 year lease. Belkin said that details would need to be worked into the lease. Schmidt wanted to see terms in the lease address the Center renting out additional space. Belkin warned them not to negotiate terms of the lease because pieces could evolve. He said the Council could approve and bring back a resolution that the pledge was contingent upon many requirements. Huckstep recommended they create a resolution to memorialize the decision that included reference to a 99 year lease as the way the Town preferred. Belkin confirmed it would be in the resolution. Huckstep hoped if anyone had concerns they would voice them. No one had issue with a 99 year lease.

4) Request from the Center for the Arts for a pledge of \$1,000,000.00 in Cash and In-kind Funding Contributions from the Town Council.

Michel asked Rozman if \$500K would come out of the budget next year and how onerous it would be on Public Works to absorb \$500K in in kind work. Rozman said they would have to balance it with all of the other projects. Michel asked if they could absorb the project. Crossett said they had to realize they were making this one a priority. He said Staff could do deliverables, but with this project in the pipe others would be pushed off. Crossett said they would have to budget for materials. Ladoulis recalled dipping into the reserves for Christmas lights. Crossett said this was a one-time expense. Ladoulis wanted to be clear they were dipping into reserves, which required that the Town's philosophy had to be changed. Crossett reiterated it was a one-time expense with a clear economic benefit to the Town. Christmas lights were an ongoing cost for operations. Rozman agreed that dipping into the reserves should not occur for ongoing expenses. She explained that the Sales Tax Reserve Fund had been building interest for many, many years, and Town had this money to do a project. Matusiewicz wanted to be cautious and take time to make the decision. He thought the Center was worthwhile, but there were other projects that didn't have the backing behind them like the Center. Michel was comfortable because of the economic impact the Center had. He thought it was a good investment. Birnie said although they had amazing fund raisers, they couldn't do it without the support of Town. She said the building needed to be replaced. Schmidt said Town was also making a large commitment with the land. He asked Birnie to express to their donors that the land was a very big contribution.

Schmidt asked Birnie when the Council would see the Center's pro forma. Birnie said she had emailed it after the last meeting. Berkshire said it had to be reviewed by an independent entity. Ladoulis asked what would trigger the release of \$500K. Crossett said it would be a general pledge, and it would have to be mined out and brought back to Council. He told the Council that if the project failed to come together they weren't tied to it. Ladoulis said they wouldn't feel the cash impacts until later. Huckstep told the Council to take note of what had happened in Mt. Crested Butte related to the Mt. Crested Performing Arts Center (MCBPAC). He said that how this Council acted might be interpreted in a way they didn't intend. He asked to open up the discussion on how their decision would be interpreted by the public. He mentioned there was a joint task force between the Center and MCBPAC. Huckstep said they needed serious discussions of what arts looked like in the community. He felt it might be worthwhile to look at the policy and see if the use of funds out of the General Fund Reserve met policy requirements.

Crossett reminded the Council that they were deciding if Belkin should come back with a resolution. Schmidt said they had not made a significant donation to the arts for a long time. Rozman explained that \$1M was just under 8% of a \$13M project. With the ice rink, Town contributed at least 30%. Matuszewicz calculated the value of the land, plus \$500K in kind, plus \$1M in fee waivers. He said it was substantial, and there were other projects that needed funding. Michel reminded him that the fees didn't apply according to Town code. He encouraged the Council contribute \$500K in cash. Huckstep said Council could direct Staff to ask the Center to capture the value the Town was providing when they talked to potential donors. Ladoulis was having a hard time not only balancing but also selling to voters. It was hard to sell taking away money that could be spent on parks. Berkshire argued that park expenses were reoccurring and this was a one-time deal. Ladoulis then agreed with Michel and said they should fund in kind and with cash. Carol May, President of the Center's Board, said the Center gave back to the community. They appreciated the value of the land. They were asking the Town to invest. She mentioned their pro forma was vetted inside and out, and they would not overextend the Center. Council directed Staff to prepare a resolution for a pledge of \$1M in cash and in-kind funding contributions for the next meeting.

5) Update on Affordable Housing Issues: Accessory Dwelling Unit Regulation and Potential Summer Workforce Camping.

Crossett began the discussion by explaining that Staff had explored the option to establish summer camping at the gravel pit. They went about examining costs, and the biggest issue was sanitation. Crossett estimated there would be thirty sites. Considering showers, porta potties, and the expense of an attendant, the cost would be about \$550 to \$600 a month per site. Law enforcement was not concerned about traffic around the school, but they were concerned about other potential issues like noise, fires, and parties. They were concerned about issues the campground host could not be expected to solve. Crossett said there would be social as well as aesthetic impacts. Mason suggested the area could be on the regularly patrolled route of the marshals. Michel said he heard from constituents, and no one thought it was a good idea. He thought it was noble and well-

intended, but it would cause more problems than it would solve. It was too late to do it right now. He suggested they develop Avalanche Campground and work on existing affordable housing projects. Berkshire said there were rentals in Gunnison. He asked if Town knew actual numbers. Ladoulis felt it was worth considering if they could get it done in the next seven or eight days. Crossett said it would be closer to a month. Berkshire added it was a free commute on the bus from Gunnison. He agreed with Michel. Schmidt said it was pricier than he thought. He recognized that businesses couldn't find help. Ladoulis said he would rather work on Avalanche Park for the next year. Matuszewicz told the Council they were putting up artificial barriers. He suggested twenty sites and porta potties (instead of including shower facilities). He also mentioned a past deal with Gunnison Septic where Town received discounted rates for them to keep units in the Public Works yard. Huckstep reminded the Council they were talking about a budget adopted for 2015, and everyone was stretched thin. As a Council, they could not make the presumption Staff had unlimited capacity. He said they should push off until next season. Crossett said Staff had considered allowing people to park their campers on private property with the owners' permission, which would solve sanitary issues. Mason said they first discussed camping impacts to Town because people would camp in the forest, and they were making an effort to look at the bigger picture. Schmidt said he imagined charging \$200 or \$300 a month, but if they just had porta potties, people would use the Tommy V bathrooms. Michel suggested they engage other stakeholders in the valley for a regional solution. Michel said with Avalanche Park Campground they could do something tangible in the long term. Crossett asked what the focus was for Avalanche Park. He said it could be annexed. Mason summarized that camping in Town for this year was cost prohibitive, and the timing would not work.

The next topic discussed was affordable dwelling units (ADUs). Crossett said Staff drew up a job description for a temporary position for \$12 an hour. They were willing to pull the trigger, but they needed to know the legal issues. Huckstep proposed they create an incentive for homeowners to rent their properties at affordable rates. The Housing Authority could arrange for property management services. Ladoulis was concerned they were jumping into the weeds with ADUs. They were talking about details but not tying them together. He wanted to stop anecdotal conversations. He was in support of gathering information and having a census done. Yerman said they held a really good regional meeting, and for a regional effort, they thought a needs assessment was important. However, the Council didn't want to put \$10K towards it. Ladoulis thought they needed a census. Huckstep said there were real issues they had heard for years that Town had a tough time enforcing ADUs. They were talking about a lot of problems in deployment: problems with enforcement and potentially picking a fight with some of the owners. He questioned the impact if it was successful. He wanted to know if they could force homeowners to rent at an affordable rate. Crossett said, "No." He pointed out that they would run into the law of diminishing returns.

Huckstep asked if the Council was talking about this issue because they didn't agree with Crossett's conclusions. Matuszewicz answered that they were to get a report from the Town Attorney on the legalities. Huckstep said if there was not a majority they didn't have to follow the path. Berkshire's objective was to get more data. Schmidt said that

the last time there was a question asked of Belkin on the legality of going up to residents' doors. Belkin said Staff could go to the door and conduct a survey. They couldn't peek into windows. Belkin thought it was important to understand how people had conditional uses put on their properties. He thought Gillie should explain the process. It was a deal that was made with the property owner when conditional uses were put on the property. The question was if they wanted to enforce when people were not complying with a contract. Belkin further explained that municipalities were experiencing difficulties enforcing through covenants. He said neighbors often assisted with upholding the system. Ladoulis recognized 100% compliance still would not solve the affordable housing issue. It guided how they dealt with Blocks 79, 80, and 76. Huckstep questioned using the community's money to invest in an admittedly small game. He suggested they come up with something that went beyond Town's borders. Schmidt thought every bit helped, and he thought it was worthwhile. He thought the only thing to do was cancel the certificate of occupancy on the building. Belkin said there were a number of options. They signed a contract with Town and if they were in breach, they were in breach. They were non-compliant with zoning, and it would play out in a transfer. The issue was of how much they could rent it for. Crossett said if someone was in breach, they were called out, and they would advertise rent for \$5K. Matuszewicz wanted the data, and Mason agreed. Mason felt 85% compliance was high. He wondered if it was legal to ask the property owner to provide a lease. Belkin said it was legal, but there was no obligation in the conditional use to provide a lease. Matuszewicz said it had been six weeks since Council brought this up, and they weren't getting questions answered. Crossett asked if this was the highest priority because if it was, they would have to drop other items. Matuszewicz didn't want to hear the same report three weeks in a row. Crossett said Staff pulled together a job description, came with answers, and was giving an update on where they were in the process. Ladoulis wanted to clearly answer how they would build out Blocks 79 and 80 by September. Huckstep asked the Council if they generally accepted that timeframe. Matuszewicz had wanted the job to be posted by this meeting. Crossett wasn't going to post a job description without knowing exactly what the person was going to do.

Huckstep asked how many ADUs were in the entire valley. How to get them on the market was the crucial question. He wanted something to happen that was beyond Town. Crossett confirmed the position would be advertised tomorrow, and the person would be paid out of the Affordable Housing Fund. The person hired would gather survey data, and it would be moved from there. Ladoulis's questions were: 1) How many units of livable space were in Crested Butte that were "lights out" second home owners? 2) How many were year round residents? 3) How many were rented? Ladoulis wanted more data that determined how Blocks 79 and 80 looked, but he didn't want to stop the process in Blocks 79 and 80. Yerman said that ship had sailed. Ladoulis said if they could get other municipalities to chip in for a needs assessment they would know the demand for Blocks 79 and 80, and they could come up with a regional housing solution. Schmidt asked the Council if they felt as strongly as Matuszewicz did. Berkshire saw no ambiguity concerning the Council wanting more information. They were looking for definitive data. Huckstep reminded them the Staff's capacity was limited. Crossett told the Council something would need to be dropped if they wanted this at a high level of

priority. Huckstep encouraged everyone to look at this technical problem and HR challenge to work together to find a way to move forward. Ladoulis thought that a needs assessment could provide data to guide Council through housing decisions. Yerman said they needed regional collaboration. When they were asked previously about participating in a needs assessment, Council said they knew there was a problem. Berkshire said it was worth reconsidering; he thought a needs assessment would be valuable. Mason said that two weeks ago there was more urgency and now they were talking long term regional planning. He wanted to pursue getting more information on ADUs. He still thought there was urgency. Huckstep countered that a needs assessment could be done community wide, and it would make a bigger difference than eighteen units. Schmidt asked Staff to find out how much money the County needed for the needs assessment for the next meeting. Crossett said the position would be posted online and in the paper this week.

6) Ordinance No. 2, Series 2015 – An Ordinance of the Crested Butte Town Council Authorizing the Sale of Town-owned Real Property Legally Described as Lot 10, Block 77, Town of Crested Butte for No Less than \$350,000.00, Establishing the Bid Process for Accepting Offers on the Property and Directing Town Staff to Remove all Affordable Housing Restrictions on the Property in Connection with the Sale.

Yerman reminded the Council of the budget discussions on affordable housing. Without the sale of the property, the budget could end up -\$83K trying to go vertical on Blocks 79 and 80. Ladoulis wondered if the current plan meant they would be receiving money for the sale of lots, or if they would need to invest. If they sold lots instead of building, they would generate money. Yerman explained that the success of creating a neighborhood came from many people building homes as opposed to hiring a developer. He also said they would have to adjust zoning for higher density units. Ladoulis asked when they would discuss it. Yerman said there would be a community conversation in September once the infrastructure was completed. There were a considerable number of people who wanted to be on the list, and many people wanted to provide input. They needed to engage a local bank and the USDA, who would offer buyer education classes. They also needed to discuss potential rentals. Rentals were hard due to TABOR because Town couldn't build a rental and incur debt.

Ladoulis said they had contemplated waiving fees for the Center, they were about to sell a unit and waive affordable housing on a lot, and they were building out Blocks 79 and 80 in a particular way and closing the book. Negative \$83K was the bottom line. Ladoulis said they had to make better decisions in the future. Crossett said they had conversations months ago in budget discussions. Ladoulis said they were making all of these decisions independently. Schmidt said there were no shackles concerning Blocks 79 and 80; stub in for a duplex was the same as for a four-plex. Ladoulis felt backed into a corner concerning Blocks 79 and 80. Berkshire said they couldn't wait until the eleventh hour, and there were basic process problems that needed to be handled. Berkshire reminded the Council that 25% of Town's housing was affordable housing. John Wirsing, a citizen present at the meeting, said that selling the lot on the open market would not fit the neighborhood. He said they needed to stop progress on Anthracite Place

because Town could not afford it. They were trying to pay for things after the fact. They had to make hard decisions to plan for the future. Huckstep felt it would be nice to have set up this issue they discussed last fall in a different manner. It was important to take note, learn, and look back at discussions. He encouraged the Council to move forward.

Matuszewicz reminded the Council of the Center for the Arts discussion. They had a fund with \$700K (Sales Tax Reserve Fund). They could split the balance in half. Then, they would not need to take the lot permanently out of affordable housing. It would never go back to being an affordable unit, and there were a finite number of them.

Ladoulis asked if the lot could be sold with the deed restricted for local housing. Huckstep pointed out that the last six or eight lots that had been developed were slow to sell. Yerman said if they wanted to see a deed restriction on the lot, they could give direction for him to examine what sales they could expect and how they could incorporate a duplex. Schmidt told the Council that two people could set the ordinance for public hearing, or they could do what Yerman said. Wirsing said that vacant lots were the first that sold. Mason suggested it be sold as a vacant lot with the minimal deed restriction. Ladoulis agreed. Yerman told the Council there was difficulty in zoning with a front and back unit with a duplex lot. Berkshire questioned what the minimum deed restriction was. Yerman said there would be no cap on the sale price, but 80% of the buyer's income must be earned in Gunnison County. Ladoulis wanted to see a duplex with two units. Yerman said that the deed restriction would drop the minimum bid price. Yerman said he would come back with something that had a restriction. Schmidt thought it was worthwhile. Huckstep asked when Yerman needed an answer. Yerman was concerned about burning summer months because it would be hard to show the lot in the winter. Huckstep said that someone could make a motion to continue the discussion to July 6. Schmidt advised that Staff should provide alternative lot sizes and different deed restrictions.

LEGAL MATTERS

Belkin referenced a letter from Mosaic's attorney, which was in response to the decision to slurry coat Elk. They wanted to agree to pay for it and offer it as a settlement. Belkin recommended that he send a response refuting items in the letter. He said that Elk needed to be fixed, and if didn't work, Town would come back to them. Belkin suggested they reject the offer. Crossett stated it wasn't a reason to settle. The Council agreed that Belkin should send the letter to respond to Mosaic's letter.

COUNCIL REPORTS AND COMMITTEE UPDATES

Glenn Michel

- Announced there would be free beer and food at Mountaineer Square for the One Valley Prosperity Project meeting. They would be unveiling vision statements.

Roland Mason

- Would be attending a Mountain Express meeting on Thursday.

- He would be going to Chicago to represent the RTA in a meeting with United to discuss winter service.

Jim Schmidt

- The Cemetery Committee met. They discussed Adopt-a-Grave. They would be getting estimates on six to eight stones to stabilize, and he expected they would spend the \$5.7K that was budgeted. The emphasis was to repair stones that were about to fall down instead of ones that had already fallen.
- Met with Mason and Rozman about summer grants. There were seven applicants. The budget was \$17K, and they divvied out \$1.2K short of the total amount allotted. Mason listed entities that were awarded grants.
- Mentioned that Kerry Donovan and Representative Millie Hammer were in Town. Senator Gail Schwartz and Representative Roger Wilson were also in Town.

Berkshire mentioned a move afoot in the State to turn Federal lands over to the State. He mentioned that Club 20 was an advocate of the plan, including County Commissioner Phil Chamberlain. Berkshire wanted to see a resolution opposing it. Crossett said Crested Butte would be devalued if Federal lands were lost. Schmidt would work up a letter for the next meeting. Belkin asked if they had the facts to write a well-crafted letter. He suggested they obtained more information.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

None

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday July 6, 2015 – 7:00PM Work Session – 8:00PM Regular Council
- Monday, July 20, 2015 – 7:00PM Work Session – 8:00PM Regular Council
- Tuesday, August 4, 2015 – 7:00PM Work Session – 8:00PM Regular Council

Mason said he would prefer that annexation discussions took place on off Mondays from Council meetings. Schmidt agreed. Crossett said the next meeting agenda consisted of: ballot initiative, lot sale, annexation, and the Center for the Arts. The plan was to leave Big Mine in bubble form. Schmidt asked if they should discuss the annexation on Monday, June 29. Belkin said it wouldn't be ready. Schmidt said they could pick something up for a work session on June 29, including the VRBO study if it came back in time.

ADJOURNMENT

Mayor Pro Tem Schmidt adjourned the meeting at 11:56PM.

Jim Schmidt, Mayor Pro Tem

Lynelle Stanford, Town Clerk (SEAL)



Staff Report

July 6, 2015

To: Mayor and Town Council
Thru: Todd Crossett, Town Manager
From: Lynelle Stanford, Town Clerk
Subject: **Big Mountain Enduro Special Event Application and Special Event Liquor Permit**
Date: June 8, 2015

Summary:

Brandon Ontiveros and Mike Day are the event organizers for Big Mountain Enduro. The Big Mountain Enduro is a three day enduro mountain bike race, primarily taking place outside of Town, on Forest Service land. The event headquarters and sponsor village are proposed to take place at Town Park. Load in at Town Park would begin on Wednesday, July 29 at 7AM, and load out would be completed by Noon on Monday, August 3. The event organizers have proposed using the soccer field, the parking lot (three parking spots reserved for Center for the Arts), the rectangular area of land on the north side of the sidewalk extending to Pitsker Field and west of the bathrooms, and the small triangular shaped piece of land west of Stepping Stones. The proposed perimeter of the beer garden encapsulates the soccer field and would be fenced with soft fencing. The event organizers would have security personnel positioned at every entrance and exit to check IDs and to prohibit the entry and exit of alcoholic beverages. They would also provide wristbands to clearly identify minors. The plans for porta potties, trash, recycling, and amplified sound are included in the application.

The Town has been informed that Mark Udall will be speaking as a part of the Public Policy Forum on Wednesday, July 29 at the Center for the Arts starting at 7:30PM. The event organizers would be holding a welcome meeting for the riders that same evening from 5PM to 7PM. They must finish no later than 7PM to allow for a smooth transition and to ensure there is no impact on the Public Policy Forum.

Recommendation:

To approve the special event application and special event liquor permit for Big Mountain Enduro located at Town Park from July 29 – August 3, 2015. The event organizers must conclude the welcome meeting for riders by 7PM on July 29, 2015.

BME July 29-Aug 3, 2015

**TOWN OF CRESTED BUTTE
SPECIAL EVENT APPLICATION**



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

Name of Event: Big Mountain Enduro

Date(s) of Event: July 29 - August 3rd (load-in & permit July 29th), 2015

Name of Organization Holding the Event ("Permittee"): Brandon Outivevos Big Mountain Enduro, LLC

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

Name of Event Organizer: Brandon Outivevos

Phone: (303)551-4813 Cell Phone: _____

E-Mail: brandon@bigmountainenduro.com Fax Number: _____

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

Phone: (508)243-5099 Cell Phone: _____ E-Mail: mike@bigmountainenduro.com

Mailing Address of Organization Holding the Event: PO Box 3728, Crested Butte, CO 81224

Email Address of Organization: same ↑ Phone Number: ↑

Detailed Event Description: Please attach an event schedule if applicable Event Schedule Attached
A 3-day Enduro mountain bike race, primarily taking place on USFS land. Event HQ and sponsor village will take place at town park / Center for the Arts fields. Load in Wednesday, July 29th. Load out Monday, August 3rd BY NOON.

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

Map Attached Showing Location of Event Diagram Attached Detailing Event

July 29 @ 7AM - August 3 @ NOON

Event Time (start time of scheduled event to end time of scheduled event): 7am - 9pm each day
Total Time (including set-up, scheduled event, break-down & clean-up): July 29th - August 3rd, 2015 12pm
Expected Numbers: Participants: 300-400 Spectators: 500

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

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

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

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

Is Proof of Insurance is Attached? Yes / No

If No, Why Not: _____

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

If Yes, Describe: PA systems for event emcee & music

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

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

Town Manager Approval: [Signature]

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

How much trash do you anticipate generating at the event? MODERATE AMOUNT

What recyclable products will be generated at the event? cans, paper/cardboard, some plastic

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

www.townofcrestedbutte.com for details on the two different waste companies that serve Crested Butte and the scope of their services. Be creative and detailed in you plan. Please note that any event

application without a detailed recycling and refuse plan will not be accepted as a complete application:
BME will provide recycling & trash cans throughout permitted area. We will also work with Waste Management to pick up all trash/recycling at end of each day. We aim to leave a zero carbon footprint & ensure permitted zone is cleaner than before BME event.

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

BME will provide staff each day with security in place. This will be a mix of contractors & we will hire William Buck to monitor beer garden & primary entrance.

Describe Plan for Parking: *The only parking allowed on permitted area will be for BME staff & vendor/sponsor vehicles. Most trailers & mobile set-ups will be located within event HQ area, outlined in map matrix.*

Describe Plan for Portable Toilets and/or Restrooms: *4-6 total porta potties will be used within sponsor village & event HQ.*

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

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

Will Your Event Require Any Road Closures? Yes / No

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

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

If Yes, Explain Impact: _____

Will Your Event Affect Any Handicap Parking Spaces? Yes / No

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

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

BME will contact & meet with all affected business owners & homes to ensure they're aware & approve of the event. This schedule will also be posted on local websites & event calendars to inform entire CB community.

Does Your Event Include a Parade? Yes / No

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

Signature of Event Coordinator

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

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

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

If yes, please write two sentences below describing the event in the exact wording it will appear on the calendar: The 2015 Big Mountain Enduro Crested Butte stop will bring in top riders from around the world to compete in the only US stop of the Enduro World Series (EWS). Catch the action July 31- August 2, 2015.

Contact Name & Phone Number for the Calendar: Brandon Outiveros (303) 551-4813
Event Fee for the Calendar: 0 Website for More Info: www.bigmountainenduro.com

Additional Applicant Comments: _____

Please Review Carefully:

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

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

Brandon Outiveros *Brandon Outiveros*
Print Name Clearly / Signature of Applicant (Permittee)

12/3/14
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/23/2015

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

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

PRODUCER Mountain States Insurance Group Inc 4245 N 119th PO Box 382 Erie CO 80516	CONTACT NAME: Jennifer Stimeling PHONE (A/C No, Ext): (303) 828-4539 FAX (A/C, No): E-MAIL ADDRESS:													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A North American Specialty</td> <td></td> </tr> <tr> <td>INSURER B State Auto Insurance Companies</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A North American Specialty		INSURER B State Auto Insurance Companies		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
INSURED Big Mountain Enduro LLC PO Box 3728 Crested Butte CO 81224														

COVERAGES **CERTIFICATE NUMBER:** CL1512300053 **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	ADDITIONAL INSURER	SUBROGATION	WARRANTY	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR				Y EKN8000404-00	2/15/2015	2/15/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS HIRED AUTOS				Y BAP2368507	11/26/2014	11/26/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Exp \$ 5,000
A	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE				Y EKK8000077-00	2/15/2015	2/15/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ DED RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Y/N N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability				EKN8000404-00	2/15/2015	2/15/2016	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder is listed as additional insured with regard to Big Mountain Enduro events. US Government is listed as additional insured.

CERTIFICATE HOLDER mike@bigmountainenduro.com Town of Crested Butte PO Box 39 Crested Butte, CO 81224	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE J Stimeling/JLS
--	---

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

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

Big Mountain Enduro LLC

is a **Limited Liability Company** formed or registered on 10/16/2012 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 20121571101.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/05/2015 that have been posted, and by documents delivered to this office electronically through 06/08/2015 @ 14:13:42.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 06/08/2015 @ 14:13:42 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9212108.



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

Secretary of State of the State of Colorado

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

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

**BME SCHEDULE OF EVENTS
JULY 29-AUG 3, 2015**

WED, JULY 29:

7:00 AM-7:00 PM
LOADIN/SETUP
1ST RIDERS MEETING

THURS, JULY 30:

7:00 AM-9:00 PM
SPONSOR LOADIN
PRACTICE DAY
2ND RIDERS MEETING

FRI, JULY 31:

VILLAGE ACTIVATED
RACING BEGINS
SHUTTLES PICK UP/DROP
BEER GARDEN/FEST

SAT, AUGUST 1:

7:00 AM-9:00 PM
2ND RACE DAY
SPONSOR VILLAGE
1ST DAY AWARDS
BEER GARDEN/FEST

SUN, AUGUST 2:

7:00 AM-9:00 PM
FINAL RACING DAY
AWARDS
POST PARTY
BME BREAKDOWN

MON, AUGUST 3:

6:00 AM-12:00 PM
FINAL CLEAN UP
LOAD OUT

WED 7/29
7am-9pm
Load in/Setup
1st riders meeting

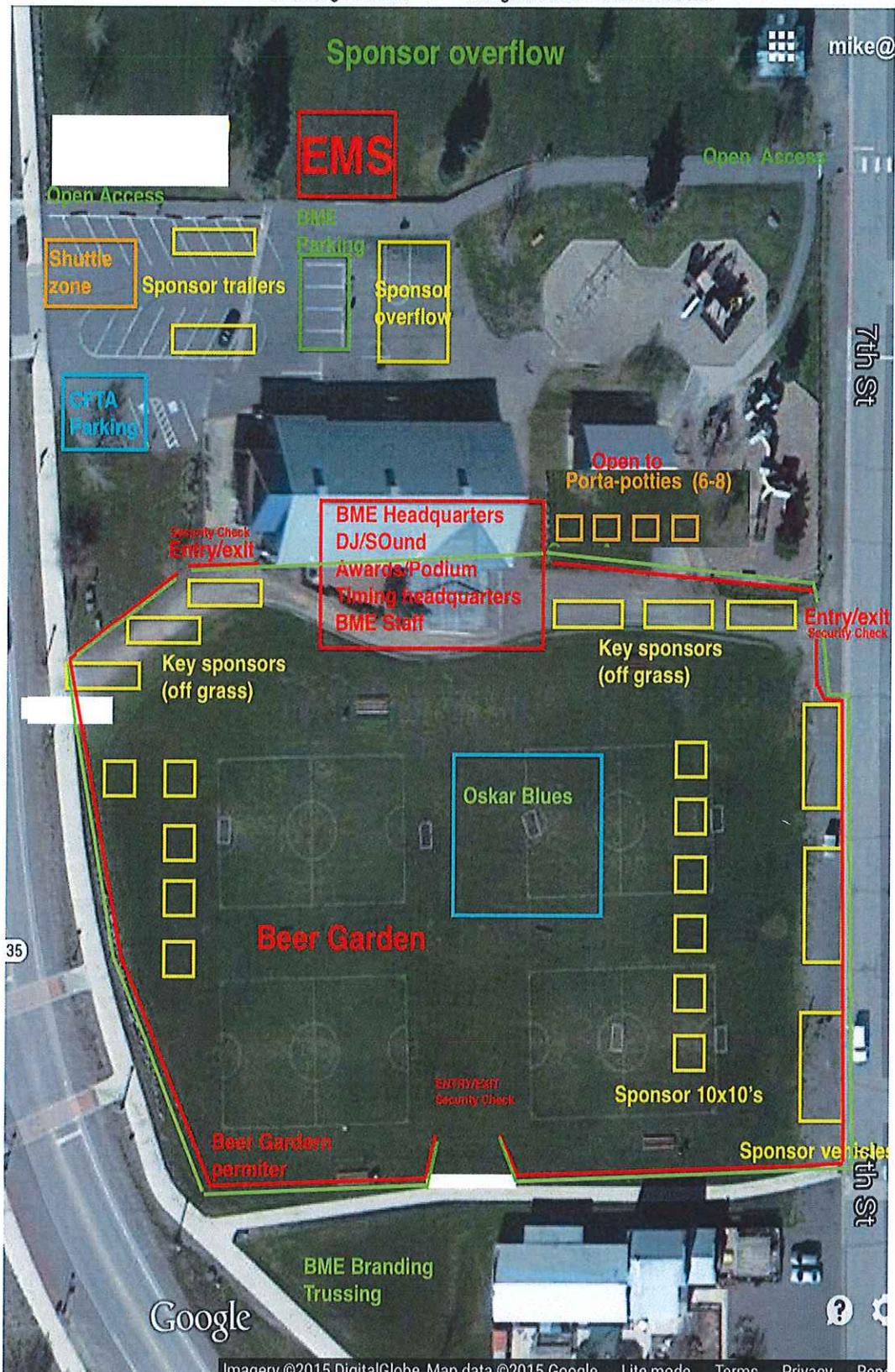
Th 7/30
7am-9pm
Sponsor load in
Practice day
2nd Riders meeting

Fri 7/31 7am-9pm
Village activated
Racing begins
Shuttles pickup/drop
Beer garden/fest.

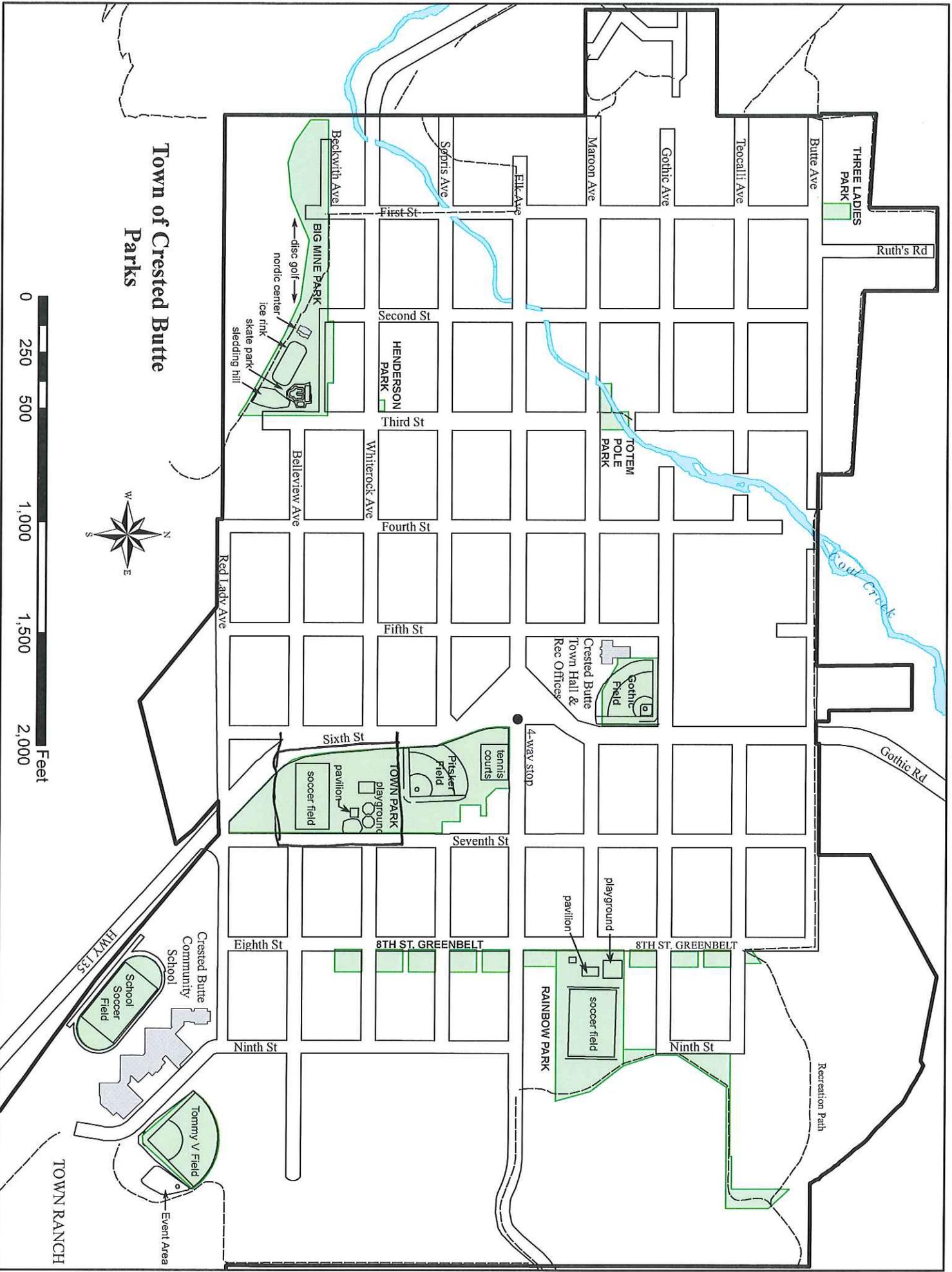
Sat 8/1 7am-9pm
2nd race day
Sponsor village
1st day awards
beer garden/fest

Sun 8/2 7am-11pm
Final Racing day
Awards
post party
BME breakdown

Mon 6am-12pm
Final clean up
Load out



Town of Crested Butte Parks



APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

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

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

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

DO NOT WRITE IN THIS SPACE

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE CRESTED BUTTE / MT. CRESTED BUTTE CHAMBER OF COMMERCE	State Sales Tax Number (Required) 005238640000
--	--

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) PO Box 1288 60111K AVE Crested Butte CO 81224	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) TOWN PARK, 606 6TH STREET Crested Co 81224
---	--

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SECY OF ORG. or POLITICAL CANDIDATE NICK DAVINI	2/3/77	414 N. SPRUCE ST. GUNNISON CO 81230	970-641-9729

5. EVENT MANAGER BRANDON ONTIVEROS	4/8/75	188 ASPEN LN. CRESTED BUTTE CO 81224	970-355-9667
--	--------	---	--------------

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? 3	7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____
--	--

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

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

Date	Date	Date	Date	Date
7/31/15	8/1/15	8/2/15		
Hours From 12:00 p.m. To 9:00 p.m.	Hours From 12:00 p.m. To 9:00 p.m.	Hours From 12:00 p.m. To 9:00 p.m.	Hours From .m. To .m.	Hours From .m. To .m.

OATH OF APPLICANT

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

SIGNATURE 	TITLE PRESIDENT	DATE 6/30/15
---------------	---------------------------	------------------------

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

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

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY) 1	CITY <input type="checkbox"/> COUNTY <input type="checkbox"/>	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)	\$



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/13/2015

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

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

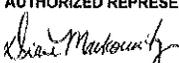
PRODUCER Mountain West In & Fin Serv LLC 100 E. Victory Way Craig, CO 81625	CONTACT NAME: PHONE (A/C, No, Ext): (970) 824-8185 FAX (A/C, No): (970) 824-8188 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Crested Butte/Mt. Crested Butte Chamber of Commerce PO Box 1288 Crested Butte, CO 81224	INSURER A : Secura Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	CP003184279	09/10/2014	09/10/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability	X	CP003184279	09/10/2014	09/10/2015	Per Claim 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is named as additional insured

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

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

I, Scott Gessler, 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 01/07/2015 that have been posted, and by documents delivered to this office electronically through 01/08/2015 @ 12:01:52.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 01/08/2015 @ 12:01:52 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9056690.



A handwritten signature in blue ink, reading "Scott Gessler".

Secretary of State of the State of Colorado

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

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

NOTIFICATION OF AMPLIFIED SOUND

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

Event Name: Big Mountain Enduro

Event Date(s): July 30 - August 2

Event Location: Town Park and Center For Arts Outdoor Stage

Scheduled Start Time & End Time of Amplified Sound: 11:00 AM - 8:00 PM

Type of Amplified Sound: MC / DJ, I potential day live music
race commentators

Event Holder Contact Name: Brandon Antiversos Phone: 303-551-4183

Town Council Approval Date & Time if Applicable: 7:00 PM / July 6, 2015

BIG MOUNTAIN ENDURO JULY 29 - AUG 3
(LOAD IN JULY 29 - CLEAN UP COMPLETED BY NOON AUG 3)

DEPARTMENT APPROVALS (For Official Use Only)

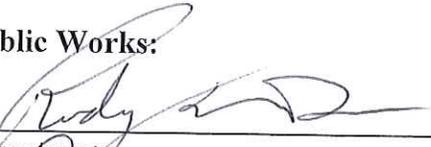
Note: Please clearly state in your comment area what requested services your department will/will not provide for the event.

From: Tom Martin
Sent: Saturday, March 07, 2015 8:42 AM
To: Betty Warren
Subject: RE: Special Events: Big Mountain Enduro (July 29-Aug 3)
Rules Tournament (June 13)

ns/Comments:

Both events OK with the Marshal's department.

Public Works:

 3/11/2015
Signature _____ Date _____
Name (Printed) Rodney E Dure

Conditions/Restrictions/Comments:

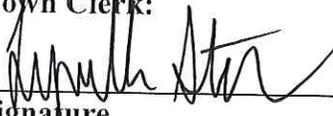
Parks and Recreation:


Signature _____ Date _____
Name (Printed) Janna Hansen

Conditions/Restrictions/Comments:

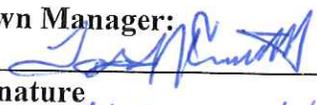
Town Soccer Field, Yelenick Pavilion & the Basketball Courts are reserved 7/29 - 8/3.
OK

Town Clerk:

 3/10/2015
Signature _____ Date _____
Printed Name (Printed) Lynelle Stanford

Conditions/Restrictions/Comments:

Town Manager:

 3/30/15
Signature _____ Date _____
Printed Name (Printed) Todd Crossett

Conditions/Restrictions/Comments:

BIG MOUNTAIN ENDURO JULY 29 - AUG 3 7/29 - 8/3/15
(LOAD IN JULY 29 - CLEAN UP COMPLETED BY NOON AUG 3)

Crested Butte Fire Protection District:
W Scott Wimmer 3/25/15
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:
Good luck with your
event !!
- -
:)

Mt. Express Bus Service:
Chris Larsen 3/3/15
Signature Date
CHRIS LARSEN
Printed Name (Printed)

Conditions/Restrictions/Comments:
No impact on MX

Official Use Only:

Application Received 12/5/2014 Date Distributed MARCH 3, 2015

Council Date (if applicable) July 6, 2015

Approval Date _____ Method of Approval: Administratively By Town Council

Approval Contingencies _____

Application fee \$ 25 Check # 1486 Date Paid 2/5/14

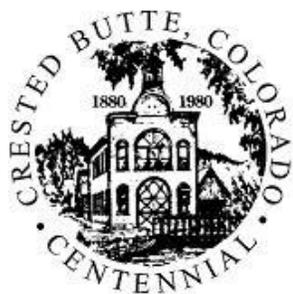
Permit Fee \$ 200 Check # 1486 Date Paid 2/5/14

Local Liquor License Fee \$ 75 Check # 1486 Date Paid 2/5/14
(\$ 25/DAY X 3 DAYS)

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

Additional Fee _____ Check # _____ Date Paid _____

Clean Up Deposit \$ 200 Check # 1486 Date Paid 2/5/14 Date Returned: _____



Staff Report

July 6, 2015

To: Mayor and Town Council
Thru: Todd Crossett, Town Manager
From: Janna Hansen - Parks and Recreation Director
Subject: Approval of Resolution No. 14, Series 2015 – Resolutions of the Crested Butte Town Council Approving the Contract for Use of the Big Mine Ice Arena by the Gunnison Valley Hockey Association.

Background:

In November of 2014 Town Council approved Resolution No. 26, Series 2014 allowing West Elk Hockey Association's (WEHA) use of the Big Mine Ice Arena for the 2014-2015 hockey season. WEHA upheld the terms of that contract and have requested use of Big Mine Ice Arena for the upcoming season. The contract between the Town and WEHA outlines the obligations, fees and other requirements for WEHA's use of Big Mine Ice Arena for the 2015-2016 ice hockey season. The Department supports WEHA and recognizes the importance of a successful hockey program in the valley. As such, the low rate of \$45/hour for ice time has been offered to WEHA for the 2015-2016 winter ice season. This is a \$10/hr increase from last year with the understanding that this rate will continue to increase over time as this rate is not sustainable for the Town in the long term. The Parks and Recreation Department fully supports WEHA and their mission to continue to provide hockey to the West Elk Region.

Recommendation:

Staff recommends that the Council approve Resolution No. 14 in agreement of the contract with WEHA allowing use of the Big Mine Ice Arena for the 2015-2016 season.

RESOLUTION NO. 14

SERIES NO. 2015

**RESOLUTIONS OF THE CRESTED BUTTE TOWN
COUNCIL APPROVING THE CONTRACT FOR USE
OF THE BIG MINE HOCKEY ARENA BY
GUNNISON VALLEY HOCKEY ASSOCIATION**

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

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

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

WHEREAS, the Town Council finds hereby that approving a contract for a right of use of Big Mine Hockey Arena for use by the Gunnison Valley Hockey Association in its business is in the best interest of the Town.

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

1. **Findings**. The Town Council hereby finds that granting a right of use of Big Mine Hockey Arena for use by Gunnison Valley Hockey Association in its business is in the best interest of the Town and the general public.

2. **Authorization of the Mayor**. Based on the foregoing, the Town Council hereby authorizes the Mayor to execute the contract with Gunnison valley Hockey Association in substantially the same form as attached hereto as **Exhibit "A."** Any changes thereto that do not increase the obligations of the Town thereunder may be made only following written approval by the Town Attorney.

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

TOWN OF CRESTED BUTTE

By: _____
Aaron J. Huckstep, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

Contract for Use of the Big Mine Hockey Arena

[attach form contract here]

**CONTRACT BETWEEN THE TOWN OF CRESTED BUTTE AND
GUNNISON VALLEY HOCKEY ASSOCIATION FOR
USE OF THE BIG MINE ICE ARENA FOR THE 2015-2016 SEASON**

This CONTRACT is made and entered into by and between the TOWN OF CRESTED BUTTE, COLORADO, a Colorado home rule municipality located and doing business at 507 Maroon Avenue, P.O. Box 39, Crested Butte, CO 81224 (the "TOWN"), and the GUNNISON VALLEY HOCKEY ASSOCIATION, a Colorado non-profit corporation, dba West Elk Hockey Association ("WEHA") located and doing business at 515 W. Tomichi Avenue, P.O. Box 1697 Gunnison, CO 81230.

In consideration of the mutual obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals

- 1.1 The parties recognize the mutual benefits of WEHA operating a hockey program (the "PROGRAM") on TOWN property. It is the parties' intention that this CONTRACT define the duties, obligations, terms and conditions with respect to the use of the Big Mine Ice Arena and associated facilities and equipment (the "FACILITY").
- 1.2 Execution of this CONTRACT shall constitute issuance of a permit to WEHA to use the FACILITY for the conduct of PROGRAM. This CONTRACT grants the right, and imposes the duty on WEHA, to use property owned by TOWN as described herein for the purpose of operating the PROGRAM from on or about November 20, 2015 through on or about March 15, 2016.

2. Facility

- Location: Big Mine Ice Arena, Crested Butte, CO
- Dates: On or about November 20, 2015 through on or about March 15, 2016 (the "TERM").
- Fee: \$45.00 per hour of use. WEHA will receive monthly invoices from the TOWN before the 15th of the calendar month following use. WEHA agrees to pay to Town as rent for the FACILITY during the TERM, payable by the last day of the calendar month after use. WEHA shall pay a \$25.00 late fee and interest at a rate of one and one-half percent (1 ½%) per month (18% per year) on rental or other payments which are not paid when due.

3. WEHA'S Obligations

- 3.1 WEHA designates John Collins as the primary contact for communicating with the TOWN regarding the PROGRAM. In the event John Collins is not available, Jack Gibbons shall be the alternative designated contact. The primary phone

number for John Collins is 970-209-7353 and the primary phone number for Jack Gibbons is 970-209-4048.

- 3.2 WEHA shall obtain written approval from the TOWN prior to using the FACILITY for dates and times not specified in the parties' agreed upon written schedule. Such usage shall be at the TOWN's sole and absolute discretion. WEHA acknowledges that the FACILITY is a public facility and may be used by other persons, the public and the TOWN as the TOWN sees fit from time to time in its sole and absolute discretion.
- 3.3 WEHA understands the FACILITY may need maintenance and/or repairs and agrees to cancel any dates as required by the Parks and Recreation Director or its designee to accommodate these needs.
- 3.4 WEHA shall provide trained supervision during scheduled practices and games to ensure the TOWN and USA Hockey policies are being followed.
- 3.5 WEHA shall operate the PROGRAM in accordance with all USA Hockey, Colorado Amateur Hockey Association (CAHA) and league rules, regulations, policies and guidelines.
- 3.6 WEHA shall schedule practice slots and game slots for all PROGRAM activities within the allocated blocks of time as designated by the TOWN.
- 3.7 WEHA shall put all existing FACILITY equipment back in its original location after use.
- 3.8 PROGRAM participants shall pick up their trash and leave the FACILITY in good clean condition.
- 3.9 WEHA shall be responsible for communicating scheduling changes with all affected parties and shall be responsible for ensuring that the TOWN is kept up to date with the most current schedule.
- 3.10 Subject to Section 3.3 above, WEHA will be granted ten (10) schedule changes per month with no additional fees. Changes must be received within seven (7) days of activity date. More than ten (10) schedule changes a month or schedule changes received within seven (7) days of activity date will be charged a \$5.00 per change administrative fee. Cancellations received less than seven (7) days prior to the activity date shall not be refunded. WEHA shall not be charged by the TOWN for cancellations made pursuant to the terms contained in this CONTRACT, and if payments were previously made by WEHA, the TOWN shall provide a refund or a credit to WEHA for such unused ice slots that were properly cancelled pursuant to the terms in this CONTRACT.

- 3.11 WEHA shall make no alterations, repairs, or improvements to the FACILITY without the prior written permission of the TOWN. WEHA shall leave the FACILITY in good condition and repair at the expiration or earlier termination of this CONTRACT.
- 3.12 WEHA shall not condone any smoking, alcohol consumption or use of controlled substances within the FACILITY when in use by WEHA. Animals are not allowed within the FACILITY. WEHA shall not construct temporary or permanent structures on the inside or outside of the FACILITY for recreational or other purposes. WEHA shall not use the FACILITY to further any discrimination based on race, sex, creed, sexual orientation or national origin.
- 3.13 WEHA property shall at all times be secured so as to avoid any undesired use of such personal property; all usage of personal property at the FACILITY shall be in the presence and at the direction of WEHA personnel; and, all personal property shall be disassembled, broken down, locked down and neatly stored away when not in use at the FACILITY. The location of such storage shall be as agreed to with the TOWN.
- 3.14 WEHA shall communicate primarily with TOWN's Parks and Recreation Director or her designee relative to all matters contemplated in this CONTRACT.
- 3.15 WEHA agrees to pay to the TOWN any and all increased costs and expenses attributable to WEHA's occupation of the FACILITY.

4. TOWN's Obligations

- 4.1 TOWN shall be responsible for all operations and maintenance of the FACILITY.
- 4.2 TOWN shall create and provide the following schedules for the FACILITY that shall be the basis upon which WEHA's use of the FACILITY shall be coordinated:
 - ❖ Season availability schedule
 - ❖ Game availability schedule
 - ❖ Daily schedule for a two week period during ice season
- 4.3 TOWN shall update rink schedules in accordance with TOWN approved schedule and WEHA updates as per the above conditions.

5. Licenses, Permits, and Fees

WEHA shall adhere to all local and state requirements regarding the conduct of its business as a sanctioned hockey organization, business licenses, taxes, vending, and special event permits and policies.

6. Security Deposit

Security Deposit Amount _\$1000_____ Due ____11/15/15_____

WEHA shall pay the TOWN the above sum to be used as security for WEHA's faithful performance of the terms and obligations of this CONTRACT. Said amount shall be paid at the time of WEHA's execution of this CONTRACT. This deposit shall be held by the TOWN during the TERM. Within thirty (30) days following the expiration of the TERM or earlier termination of this CONTRACT, the TOWN shall either return the security deposit or, provide WEHA with a written statement setting forth the reason for the retention of any portion thereof together with the payment of the difference, if any, between the amount of the security deposit and the damages claimed by the TOWN.

9. Cancellation of Program

The TOWN Manager or his /her designee may cancel the PROGRAM and WEHA's use of the FACILITY, if the terms of this CONTRACT are not substantially fulfilled in a timely manner, or in the event of an unforeseen catastrophic event. In the event of such cancellation, TOWN shall remit to WEHA all damage deposits minus any expenditure incurred by TOWN. Upon expiration or earlier termination of this CONTRACT, WEHA shall quit and surrender the FACILITY in its original condition and promptly remove all personal property therefrom. TOWN shall not be liable to WEHA for, and WEHA hereby waives, any lost revenues or consequential damages in the event of such cancellation.

10. Additional Requirements

- 10.1 Except as otherwise provided for herein, the Town Manager and Parks and Recreation Director or his/her designee shall be the sole representatives of TOWN responsible for administering the provisions of this CONTRACT.
- 10.2 WEHA agrees that it will abide by any additional requirements as may be found necessary to insure the health and safety of PROGRAM participants and the public. WEHA shall pay for all damages to public or private property, connected to the PROGRAM.
- 10.3 In consideration for the TOWN allowing the use of the FACILITY and the grant of permit thereto under this CONTRACT, WEHA, its members, managers, officers and directors (collectively, "Releasor/Idemnitor") hereby acknowledge and agree to the following: (a) Releasor/Idemnitor hereby assumes all risk of claims, liabilities, injuries, losses, demands or damages, whether related to bodily injury, personal injury, sickness, disease, death, property loss or damage (including attorneys' fees, costs and expenses) (collectively, "Claims") arising out of, directly or indirectly, the use of the FACILITY by WEHA; (b) Releasor/Idemnitor hereby waives any claims, and hereby releases, the TOWN, its elected officials, officers, employees, agents, insurers, insurance pools,

attorneys, representatives, contractors and subcontractors (collectively, "Releasee/Indemnatee") against and from any and all Claims arising out of, directly or indirectly, the use of the FACILITY by WEHA; and (c) WEHA shall indemnify, defend and hold harmless Releasee/Indemnatee from and against any and all Claims of any third party arising out of WEHA's use of the FACILITY.

- 10.4 WEHA understands and agrees that the TOWN is relying on, and does not waive or intend to waive by any provision of this CONTRACT, the monetary limitations (currently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to the TOWN, its elected officials or its employees.
- 10.5 WEHA shall cause all participants, staff and volunteers participating in the PROGRAM to execute a liability waiver assuming the risk in connection with the PROGRAM activities and waiving any and all claims against the TOWN as the property owner in connection therewith.
- 10.6 At its sole cost and expense, WEHA shall obtain and keep in force during and through the TERM "all-risk" property coverage naming the TOWN and WEHA as their interests may appear.

At its sole expense, WEHA shall obtain and keep in force during and through the TERM commercial general liability insurance with a combined single limit of not less than \$2,000,000.00 for injury to or death of any one person, for injury to or death of any number of persons in one occurrence, and for damage to property, insuring the TOWN and WEHA, including, without limitation, coverage for contractual liability, broad form property damage and non-owned automobile liability, with respect to the FACILITY. The insurance shall be noncontributing with any insurance that may be carried by TOWN and shall contain a provision that TOWN, although named as an insured, shall nevertheless be entitled to recover under the policy for any loss, injury, cost or damage to TOWN, or the property of the same.

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

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

The parties waive all rights to recover against each other, or against the elected and appointed officials, employees, contractors, agents, advisors, attorneys, insurers, insurance pools, shareholders, directors, members, managers, officers, suppliers, agents or servants of each other, for any loss or damage arising from any cause covered by any insurance required to be carried by each of them pursuant to this Section or any other insurance actually carried by each of them. WEHA shall cause its insurer to issue an appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with WEHA's operations and TOWN's operations and property failure of the TOWN to insist in any one or more instances upon strict compliance of any of the obligations, covenants, and agreements herein contained, or the failure of the TOWN in any one or more instances to exercise any option, privilege, or right herein contained shall in no way be construed as constituting a waiver of such default or option by the TOWN.

- 10.7 It is agreed that if the enforcement, interpretation or construction of this CONTRACT becomes necessary or advisable, the prevailing party in such effort shall be entitled to reasonable attorneys' fees, as well as all related costs and expenses.
- 10.8 If any provision, covenant, clause or agreement contained in this CONTRACT or the application hereof shall be found to be invalid, such invalidity shall not affect the validity of the remaining provisions, covenants, clauses, agreements, or the validity of the this CONTRCAT as a whole

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this CONTRACT effective as of the date first set forth above.

TOWN:

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

By: _____
Aaron J. Huckstep, Mayor

ATTEST:

By: _____
Lynelle Stanford, Town Clerk

(SEAL)

WEHA:

GUNNISON VALLEY HOCKEY
ASSOCIATION

By: _____
Name: _____
Title: _____



Staff Report

June 30, 2015

To: Mayor and Town Council
Thru: Todd Crossett, Town Manager
From: Lois Rozman, Finance Director
Subject: **2015 Spring Community Grant Funding Recommendations**

Summary: The Community Grants committee of Jim Schmidt and Roland Mason met on June 12th to determine funding recommendations for the 2015 Spring Community Grants. There were 8 grants received totaling \$21,668 in requests and the committee had \$17,500 to disburse.

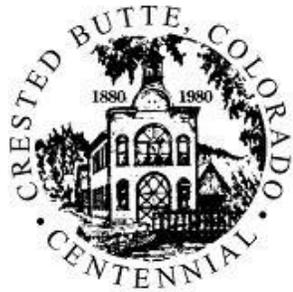
The committee makes the following recommendations for funding:

- Adaptive Sports Center – \$2,000 purchase equipment – duckies & sit on top kayaks
- CB Mountain Bike Association -- \$2,500 purchase materials used in trail construction - supplies to build 2 rollovers and chainsaw for timber removal
- Center for the Arts -- \$1,400 Alpenglöw concert series
- Living Journeys -- \$4,000 Living Journeys Youth Group, a new program for middle & high school aged students whose families are effected by cancer
- Mountain Theatre -- \$3,000 scripts/royalties, marketing, staging & risers
- Old Rock Library -- \$600 New late night study program (7 – 10 pm) for high school students one a month during 2015 -2016 school year - purchase host supplies, office supplies, promo items and extra electrical expenses
- Project Hope -- \$2,500 support, educate & confidential advocacy for victims of domestic violence, child abuse, sexual assault ** Project Hope is the merger of Gunnison/Hinsdale Advocacy Council (Jubilee House) and Gunnison Area Restorative Practices
- Wildflower Festival -- \$1,500 purchase computer equipment, iPads & MacBook

Attached for your information, is a listing of the total grants requested and awarded in 2015 through both fall and spring grant cycles.

Recommendation: Staff recommends following the grant committee's funding recommendations and approving the 2015 Spring Community Grant funding via the consent agenda.

SERVICE GRANT REQUESTS	Requested	Granted	Request	Granted
	2015	2015	2015	2015
	Fall	Fall	Spring	Spring
GENERAL FUND				
Adaptive Sports Center	2,830	1,000	2,240	2,000
AIR (Arts Incubator of the Rockies)	2,500			
Arts Festival	2,600	2,000		
Avalanche Center	1,000	750		
CB Mountain Bike Association			3,000	2,500
Center for the Arts - Alpenglow			1,500	1,400
Center for Mental Health	4,500	2,000		
Chamber-Butte Bucks	5,500	4,000		
Chamber-Bike Week	5,000	3,500		
Chamber - July 4th	5,000	3,500		
Coal Creek Watershed Coalition	5,000	3,500		
Film Festival	5,000	3,500		
Gunnison Valley Mentors (Partners)	4,500	2,000		
KBUT	3,800	2,500		
Legal Services (NW Colo Legal Svc)	2,000	1,000		
Living Journeys	1,500	1,500	5,000	4,000
Mountain Heritage Museum	3,500	2,500		
Mountain Roots	5,000	3,000		
Mountain Theatre	4,225	2,000	4,250	3,000
Nordic Center - Equipment	5,000	3,500		
Old Rock Library			518	600
Project Hope			3,000	2,500
Six Points	3,000	2,000		
West Elk Hockey Association	5,000	4,000		
West Elk Soccer Association	5,619	4,000		
Wildflower Festival			2,160	1,500
Yoga for the Peaceful				
Sub-Total Community Grants line	82,074	51,750	21,668	17,500
TRANSPORTATION-Sales Tax				
Bartenders Association (Late Night Taxi)		7,700		
Rocky Mountain Biological Lab (Gothic Bus)	4,000	2,000		
WATER & SEWER				
Coal Creek Watershed Coalition	1,500	1,500		
OVERALL TOTAL GRANTS				
	87,574	62,950		



Staff Update
July 6, 2015

To: Mayor and Town Council

Thru: Todd Crossett, Town Manager

From: Janna Hansen, Parks and Recreation Director

Subject: Update on Skatepark Locations

Background:

On March 2nd, May 4th, May 18th, and June 1st staff presented Town Council with alternative locations for the Skatepark. These locations included the following sites:

- Gothic Field area off of 5th Street
- 8th Street Greenway blocks 67, 68 and 76
- Town Park along 7th Street
- Remain at Big Mine Park and remove the sledding hill
- Near the Community School
- Green space between the Tennis Courts and the Outfield Fence of Pitsker at Town Park

Discussion:

Council has not identified an agreed upon desirable location. At the June 1st meeting Council directed staff to investigate the following:

1. Can the Skatepark be redesigned in its current location in such a way that the Sled Hill can remain with the addition of street features around it?
 - a. There is insufficient space for the Sled Hill and Skatepark to remain in their current locations. The current situation does not meet standards for best practices for sled hills, and the addition of skate features would exacerbate the problem and is not recommended by Mundus Bishop. It was also not recommended as a preferred option by the Big Mine Master Site Planning Committee. Staff is dedicated to decision making based upon best practices for risk management and does not recommend expanding the Skatepark in its current location while maintaining the Sled Hill as an operable amenity.
2. Provide a list of the pros and cons of maintaining the status quo.
 - a. Pros
 - i. Both amenities could continue to be usable without additional funding or major repairs for an indeterminate and probably brief period of time.
 - b. Cons
 - i. The Skatepark is deteriorating and will require major repairs in the very near future. A line item for \$100,000 for Skatepark repairs was in the 2014 capital budget. This was contingent upon fundraising and grant awards and did not come to fruition. Given the deterioration of the Skatepark, it is reasonable to assume that funds in a similar amount will need to be expended in the near future if we are to keep the Skatepark open.

- ii. The current Sled Hill is outside of the recommended best practices for risk management.
 - iii. Neither the Sled Hill nor the Skatepark can expand while coexisting in their current locations.
 - iv. The addition of the roof to Big Mine Ice Arena has caused shading and snow shed that is furthering the decline of the Skatepark.
 - v. Snow must be blown into the Skatepark in order to access the Zamboni shed. This additional snow results in a longer melting time, a shorter skate season, and further damage to features.
 - vi. The addition of amenities at Big Mine as recommended in the Big Mine Park Master Site Plan would be crowded and limit exterior park and pedestrian space around the Ice Arena.
3. If a decision regarding the Skatepark location is not made before the contract term with Mundus Bishop ends, can Team Pain provide design work after the fact?
- a. No. Team Pain is a sub-contractor with Mundus Bishop and the agreement between the Town and Mundus Bishop will end when the master plan is complete, thereby terminating the existing relationship with Team Pain. If the Town chooses to wait on a skatepark design, Team Pain would have to be rehired as a contractor directly with the Town.

Funding will need to be secured through fundraising and grant awards prior to construction of a new Skatepark. Staff recommends that as Council does not have consensus around this decision point, this topic of discussion should be brought to a close for the purposes of the current planning initiative. The Big Mine Master Plan will move forward with two preferred alternatives; one with the Skatepark on site and the other with the Skatepark in a yet to be determined off-site location.



Staff Report

July 6, 2015

To: Mayor and Town Council
Thru: Todd Crossett, Town Manager
From: Lynelle Stanford, Town Clerk
Subject: **Iron Horse Tap LLC DBA 3 Chix New Hotel and Restaurant Liquor License Application**
Date: June 15, 2015

Summary:

Mary Hiteman and Danielle Hiteman submitted an application for a new Hotel and Restaurant Liquor License located at 16 6th Street; Crested Butte, Colorado on behalf of Iron Horse Tap LLC DBA 3 Chix.

Background:

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 June 19, 2015.
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 described in the application submitted.
4. During the two years prior to the application for the license there has not been a denial of an application by the Local Liquor Licensing Authority (Crested Butte Town Council) at the location.
5. It is confirmed that the sale of liquor on the premises is not a violation of zoning, building, health and fire laws or regulations.
6. The Crested Butte Marshal's Department has conducted local background investigations concerning the records of Mary Hiteman, who is the principal officer of Iron Horse Tap LLC, and Danielle Hiteman, who is the manager of 3 Chix. Fingerprints were submitted to the CBI/FBI for complete background checks.

Recommendation:

Staff recommends the application be approved.

Suggested Motion:

Motion to approve the application for a new Hotel and Restaurant liquor license submitted by Iron Horse Tap LLC DBA 3 Chix located at 16 6th Street; Crested Butte, Colorado for the reasons stated in the staff report.

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

**IRON HORSE TAP LLC
dba 3 CHIX
16 SIXTH ST
CRESTED BUTTE CO 81224**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 4704616	License Expires at Midnight June 08, 2016
License Type HOTEL & RESTAURANT (CITY)	
Authorized Beverages MALT, VINOUS, AND SPIRITUOUS	

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. 6/9/2015 SJC

Patrick Marouf

Division Director

Barbara J. Broke

Executive Director

Colorado Liquor Retail License Application

New License
 New-Concurrent
 Transfer of Ownership

- 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
- Local License Fee \$ _____

1. Applicant is applying as a/an

<input type="checkbox"/> Corporation	<input type="checkbox"/> Individual
<input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships)	<input checked="" type="checkbox"/> Limited Liability Company
	<input type="checkbox"/> Association or Other

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation

Iron Horse Tap LLC FEIN Number [REDACTED]

2a. Trade Name of Establishment (DBA) Business Telephone

3 Chix 970-349-2070

3. Address of Premises (specify exact location of premises, include suite/unit numbers)

16 Sixth Street

City <u>Crested Butte</u>	County <u>Gunnison</u>	State <u>CO</u>	ZIP Code <u>81224</u>
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4. Mailing Address (Number and Street) <u>PO Box 4317</u>	City or Town <u>Crested Butte</u>	State <u>CO</u>	ZIP Code <u>81224</u>
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5. Email Address ironhorsetap@gmail.com

6. If the premises currently has a liquor or beer license, you must answer the following questions

Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date
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Section A Nonrefundable Application Fees	Section B (Cont.) Liquor License Fees
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<input type="checkbox"/> Application Fee for New License..... \$ 600.00 <input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review.... \$ 700.00 <input type="checkbox"/> Application Fee for Transfer..... \$ 600.00	<input type="checkbox"/> Liquor Licensed Drugstore (City)..... \$227.50 <input type="checkbox"/> Liquor Licensed Drugstore (County) \$312.50 <input checked="" type="checkbox"/> Manager Registration - H & R..... \$ 75.00 <input type="checkbox"/> Manager Registration - Tavern..... \$ 75.00 <input type="checkbox"/> Master File Location Fee\$ 25.00 X _____ Total _____ <input type="checkbox"/> Master File Background\$250.00 X _____ Total _____
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Section B Liquor License Fees <input type="checkbox"/> Add Optional Premises to H & R.....\$100.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex....\$ 75.00 X _____ Total _____ <input type="checkbox"/> Arts License (City)\$308.75 <input type="checkbox"/> Arts License (County)\$308.75 <input type="checkbox"/> Beer and Wine License (City).....\$351.25 <input type="checkbox"/> Beer and Wine License (County).....\$436.25 <input type="checkbox"/> Brew Pub License (City)\$750.00 <input type="checkbox"/> Brew Pub License (County).....\$750.00 <input type="checkbox"/> Club License (City).....\$308.75 <input type="checkbox"/> Club License (County)\$308.75 <input checked="" type="checkbox"/> Hotel and Restaurant License (City).....\$500.00 <input type="checkbox"/> Hotel and Restaurant License (County)\$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City)\$600.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises(County).....\$600.00	<input type="checkbox"/> Optional Premises License (City).....\$500.00 <input type="checkbox"/> Optional Premises License (County)\$500.00 <input type="checkbox"/> Racetrack License (City).....\$500.00 <input type="checkbox"/> Racetrack License (County)\$500.00 <input type="checkbox"/> Resort Complex License (City).....\$500.00 <input type="checkbox"/> Resort Complex License (County)\$500.00 <input type="checkbox"/> Retail Gaming Tavern License (City)\$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County).....\$500.00 <input type="checkbox"/> Retail Liquor Store License (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store License (County)\$312.50 <input type="checkbox"/> Tavern License (City)\$500.00 <input type="checkbox"/> Tavern License (County).....\$500.00 <input type="checkbox"/> Vintners Restaurant License (City)\$750.00 <input type="checkbox"/> Vintners Restaurant License (County).....\$750.00
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Questions? Visit: 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 \$
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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 for more information

Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant information <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 checked="" type="checkbox"/> E. Additional information may be required by the local licensing authority
II.	Diagram of the premises <input checked="" type="checkbox"/> A. No larger than 8 1/2" X 11" <input checked="" 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 checked="" type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input checked="" type="checkbox"/> E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) <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 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)
IV.	Background information and financial documents <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 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)
V.	Sole proprietor / husband and wife partnership <input type="checkbox"/> A. Form DR4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) <input type="checkbox"/> A. Certificate of Incorporation dated stamped by the Secretary of State <input type="checkbox"/> B. Certificate of Good Standing <input 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)
VII.	Partnership applicant information (if applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). Not needed if husband and wife <input type="checkbox"/> B. Certificate of Good Standing (If formed after 2009)
VIII.	Limited Liability Company applicant information (if applicable) <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 if organized more than two years <input checked="" type="checkbox"/> C. Copy of operating agreement <input type="checkbox"/> D. Certificate of Authority if foreign company
IX.	Manager registration for hotel and restaurant, tavern licenses when included with this application <input checked="" type="checkbox"/> A. \$75.00 fee <input checked="" type="checkbox"/> B. Individual History Record (DR 8404-I) <input type="checkbox"/> C. If owner is managing, no fee required

7. Is 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) or manager under the age of twenty-one years? Yes No

8. Has 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) or manager ever (in Colorado or any other state):

(a) Been denied an alcohol beverage license?

(b) Had an alcohol beverage license suspended or revoked?

(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?

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.

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?

Waiver by local ordinance? or
Other:

11. 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 current financial interest in said business including any loans to or from a licensee. Iron Horse Tap LLC \$225,000 Savings acct

12. Does the Applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?

Ownership Lease Other (Explain in Detail) _____

a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:

Landlord <u>Wallace McNeill</u>	Tenant <u>Iron Horse Tap LLC</u> <u>DBA 3 Chix</u>	Expires <u>5-31-20</u>
------------------------------------	--	---------------------------

b. Is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 13.

c. Attach a diagram and outline or designate the area to be licensed (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".

13. 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
<u>NIA</u>	<u>NIA</u>	<u>NIA</u>	<u>NIA</u>	<u>NIA</u>
<u>NIA</u>	<u>NIA</u>	<u>NIA</u>	<u>NIA</u>	<u>NIA</u>

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.

14. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:
Has a local ordinance or resolution authorizing optional premises been adopted?

Number of additional Optional Premise areas requested. (See license fee chart)

15. Liquor Licensed Drug Store applicants, answer the following:
(a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy?

If "yes" a copy of license must be attached.

16. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation**

(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?

(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?

(c) How long has the club been incorporated?

(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?

17. Brew-Pub License or Vintner Restaurant Applicants answer the following:
(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)

18a. For all on-premises applicants.
(If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an individual History Record - DR 8404-I)

Last Name of Manager <u>Hiteman</u>	First Name of Manager <u>Danielle</u>	Date of Birth <u>1-30-84</u>
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18b. Does this manager acts 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.

Type of License <u>NIA</u>	Account Number <u>NIA</u>
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19. Tax Distraint Information. Does the applicant or any other person listed on this application and 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.

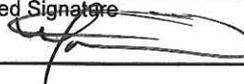
20. **If applicant is a corporation, partnership, association or limited liability company, applicant must list all officers, directors, general partners, and managing members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR8404-I (Individual History Record), and submit fingerprint cards to their local licensing authority.

Name	Home Address, City & State	DOB	Position	% Owned
Mary Hileman	116 Sixth Street, Crested Butte, CO 81224	6-16-60	owner	100%
Name	Home Address, City & State	DOB	Position	% Owned
Name	Home Address, City & State	DOB	Position	% Owned
Name	Home Address, City & State	DOB	Position	% Owned
Name	Home Address, City & State	DOB	Position	% Owned

** Limited Liability Companies and Partnerships - 100% of ownership must be accounted for on question #20
 ** Corporations - The President, Vice-President, Secretary and Treasurer must be accounted for on question #20 (Include ownership percentage if applicable)

Oath Of Applicant

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 Signatures 	Printed Name and Title Mary Hileman Owner	Date 3/24/15
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Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application 12-47-311 (1) C.R.S.)
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The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) has:

- Been fingerprinted
- Been subject to background investigation, including NCIC/CCIC check for outstanding warrants

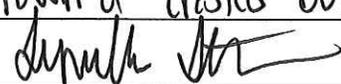
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with, and aware of, liquor code provisions affecting their class of license

(Check One)

- Date of inspection or anticipated date _____
- Will conduct inspection upon approval of state licensing authority

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.

Therefore, this application is approved.

Local Licensing Authority for Town of Crested Butte	Telephone Number 970-349-5338	<input checked="" type="checkbox"/> Town, City <input type="checkbox"/> County
Signature 	Print Lynelle Stanford	Title Town Clerk
Signature (attest) 	Print BETTY WARREN	Title DEPUTY TOWN CLERK
		Date 3/30/15

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

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

Iron Horse Tap LLC

is a **Limited Liability Company** formed or registered on 04/19/2012 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 20121222132.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/26/2015 that have been posted, and by documents delivered to this office electronically through 02/27/2015 @ 13:38:15.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 02/27/2015 @ 13:38:15 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9109173.



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

Secretary of State of the State of Colorado

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

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



Colorado Secretary of State
 Date and Time: 04/19/2012 11:03 AM
 ID Number: 20121222132

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

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

\$50.00

Document number: 20121222132
 Amount Paid: \$50.00

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

ABOVE SPACE FOR OFFICE USE ONLY

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

Iron Horse Tap 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

11 Snowmass Road #35

(Street number and name)

Mt Crested Butte

CO 81225

(City)

(State)

(ZIP/Postal Code)

United States

(Province - if applicable)

(Country)

Mailing address

(leave blank if same as street address)

PO Box 4317

(Street number and name or Post Office Box information)

Crested Butte

CO 81224

(City)

(State)

(ZIP/Postal Code)

United States

(Province - if applicable)

(Country)

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

(if an individual)

Hiteman

Mary

Ann

(Last)

(First)

(Middle)

(Suffix)

OR

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Street address

11 Snowmass Road #35

(Street number and name)

Mt Crested Butte

CO 81225

(City)

(State)

(ZIP Code)

Mailing address
(leave blank if same as street address)

PO Box 4317

(Street number and name or Post Office Box information)

Crested Butte

(City)

CO

(State)

81224

(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)

Hiteman

(Last)

Mary

(First)

Ann

(Middle)

(Suffix)

OR

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Mailing address

PO Box 4317

(Street number and name or Post Office Box information)

Crested Butte

(City)

CO

(State)

81224

(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

Hiteman	Mary	Ann	
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
PO Box 4317			
<i>(Street number and name or Post Office Box information)</i>			

Crested Butte	CO	81224	
<i>(City)</i>	<i>(State)</i>	<i>(ZIP/Postal Code)</i>	
United States			
<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.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).



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.

Colorado Secretary of State
 Date and Time: 03/27/2015 12:24 PM
 ID Number: 20151217605
 Document number: 20151217605
 Amount Paid: \$20.00

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Trade Name of a Reporting Entity
 filed pursuant to §7-71-103 and §7-71-107 of the Colorado Revised Statutes (C.R.S)

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

ID Number	<u>20121222132</u> <i>(Colorado Secretary of State ID number)</i>
True name	<u>Iron Horse Tap 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

3 Chix

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

Hiteman	Mary	Ann	
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
PO Box 4317			
<i>(Street number and name or Post Office Box information)</i>			
Crested Butte	CO	81224	
<i>(City)</i>	<i>(State)</i>	<i>(Postal/Zip Code)</i>	
	United States		
<i>(Province – if applicable)</i>	<i>(Country – if not US)</i>		

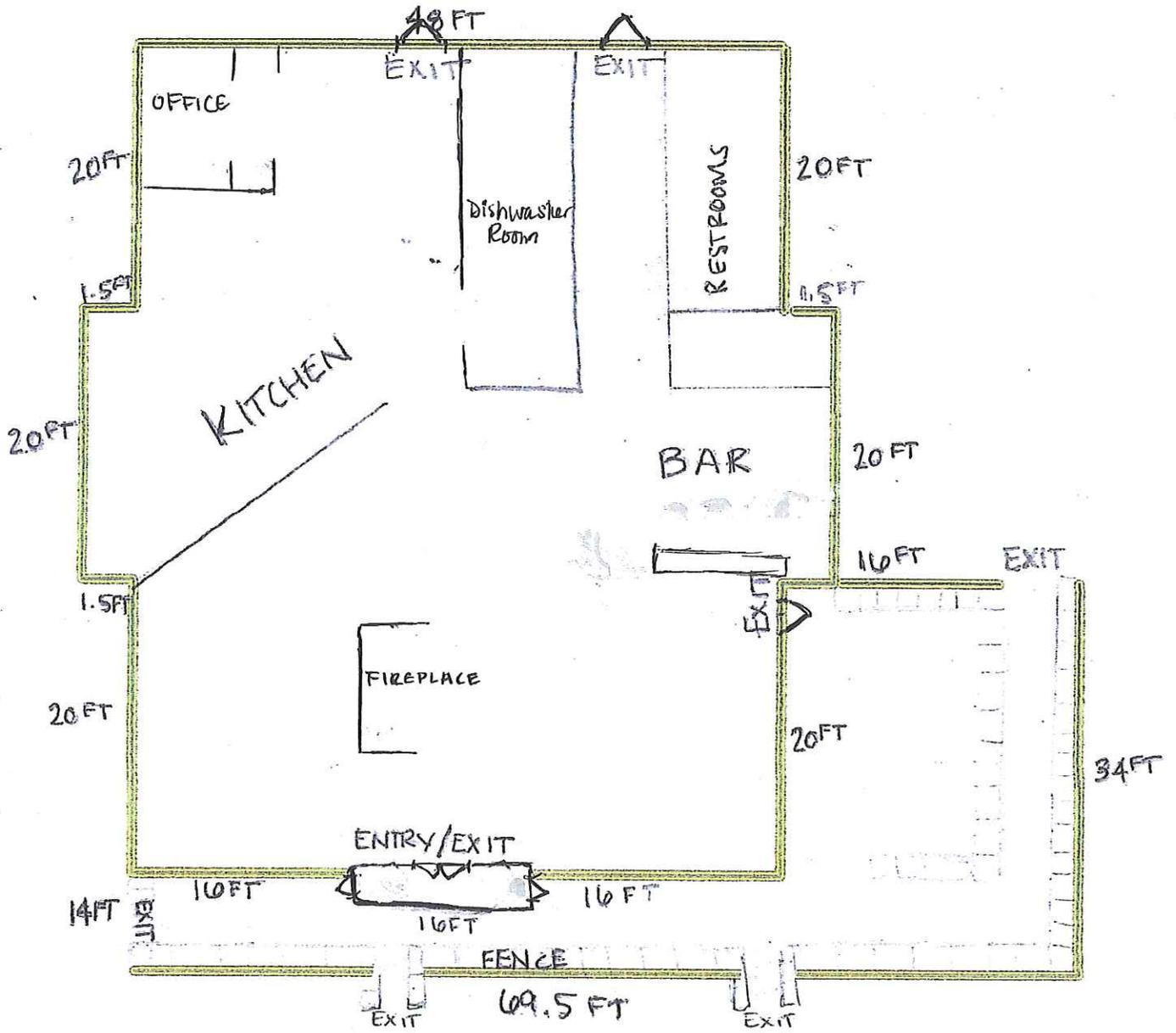
(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

Diagram of the Premises



Sixth Street

*No local record.
 Fingerprints forwarded
 to C.B.I will notify
 with any problems
 TOMM*

INDIVIDUAL HISTORY RECORD

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant or Tavern class of retail license.

NOTICE: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application.

1. Name of Business
 Iron Horse Tap DBA 3 CHIX

2. Your Full Name (last, first, middle)
 Hiteman, Danielle, Ann

3. List any other names you have used.

4. Mailing address (if different from residence)
 PO Box 4317, ~~1111~~ Crested Butte, CO 81224

5. List current residence address. Include any previous addresses within the last five years (attach separate sheet if necessary).

STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
Current 306 Horseshoe	Mt. Crested Butte, CO 81225	1/15/15	Current
Previous 23 Edner Lane	Almont, CO 81210	5/1/14	1/15/15

6. List all employment within the last five years. Include any self employment. (Attach separate sheet if necessary).

NAME OF EMPLOYER OR BUSINESS	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
Iron Horse Tap LLC	11 Snowmass Rd #35, Mt. Crested Butte, CO 81225	Supervisor	4/12	Current
Crested Butte Mountain Resort	12 Snowmass Rd, Mt. Crested Butte, CO 81225	General Manager Supervisor	6/14 11/13 11/12	9/14 4/14 4/13
Cleve Carney & Associates	708 Lendx Rd, Glen Ellyn, IL 60137	Personal Assistant	2007	2012

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE
N/A			

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? If yes, answer in detail.

Yes No

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? If yes, explain in detail.

Yes No

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.)

Yes No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (if yes, explain in detail.)

Yes No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.)

Yes No

PERSONAL AND FINANCIAL INFORMATION

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth 1/30/84		b. Social Security Number SSN [REDACTED]		c. Place of Birth Winfield, IL		d. U.S. Citizen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
e. If Naturalized, State where N/A			f. When N/A		g. Name of District Court N/A		
h. Naturalization Certificate Number N/A		i. Date of Certification N/A		j. If an Alien, Give Alien's Registration Card Number N/A		k. Permanent Residence Card Number N/A	
l. Height 5'3"	m. Weight 120	n. Hair Color Blonde	o. Eye Color Blue	p. Sex F	q. Race White	r. Do you have a current Driver's License? If so, give number and state <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No CO 13-043-0596	

14. Financial Information.

a. Total purchase price \$ N/A (if buying an existing business) or investment being made by the applying entity, corporation, partnership, limited liability company, other \$ _____

b. List the total amount of your investment in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid \$ N/A

c. Provide details of the investment described in 14.b. You must account for all of the sources of this investment. Attach a separate sheet if needed.

Type: Cash, Services or Equipment	Source	Amount
N/A		

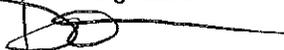
d. Loan Information (attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
N/A				

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature



Title

manager

Date

3/26/15

Previous Addresses - Daniella Hiteman

11 Snowmass Rd #339

4/1/13 - 4/1/14

Mt. Crested Butte, CO 81225

11 Hunter Hill #301

4/1/12 - 4/1/13

Mt. Crested Butte, CO 81225

1105 W Vernon Park Place #B

11/15/07 - 4/1/12

Chicago, IL 60607

NO LOCAL Record
 Fingerprints Forwarded
 to C.B.I. will not be
 with any problems Tom. m. m.

INDIVIDUAL HISTORY RECORD

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant or Tavern class of retail license.

NOTICE: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application.

1. Name of Business

Iron Horse Tap LLC DBA 3CHIX

2. Your Full Name (last, first, middle)

Hiteman, Mary, Ann

3. List any other names you have used.

Mary Ann Givrola

4. Mailing address (if different from residence)

PO Box 4317, Crested Butte, CO 81224

5. List current residence address. Include any previous addresses within the last five years (attach separate sheet if necessary).

STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
Current 116 Sixth Street	Crested Butte, CO 81224	3/25/15	Current
Previous 11 Snowmass Rd #339	Mt. Crested Butte, CO 81225	4/1/13	3/25/15

6. List all employment within the last five years. Include any self employment. (Attach separate sheet if necessary)

NAME OF EMPLOYER OR BUSINESS	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
Iron Horse Tap LLC	11 Snowmass Rd #35, ^{Mt. Crested Butte} CO, 81225	owner	2012	Present
MDT Development LLC	2904 S US 35, LaPorte, IN 46350	Partner	2006	Present

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE
N/A			

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? If yes, answer in detail.

Yes No

Iron Horse Tap LLC
 License #14729920000

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? If yes, explain in detail.

Yes No

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.)

Yes No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (if yes, explain in detail.)

Yes No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.)

Yes No

PERSONAL AND FINANCIAL INFORMATION

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential.
The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth 6-16-60		b. Social Security Number SSN [REDACTED]		c. Place of Birth LaPorte, IN		d. U.S. Citizen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
e. If Naturalized, State where N/A				f. When N/A		g. Name of District Court N/A	
h. Naturalization Certificate Number N/A		i. Date of Certification N/A		j. If an Alien, Give Alien's Registration Card Number N/A		k. Permanent Residence Card Number N/A	
l. Height 5'7"	m. Weight 130	n. Hair Color Brown	o. Eye Color Blue	p. Sex F	q. Race White	r. Do you have a current Driver's License? If so, give number and state <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 0900-39-5569 IN	

14. Financial Information.

a. Total purchase price \$ 225,000 (if buying an existing business) or investment being made by the applying entity, corporation, partnership, limited liability company, other \$ _____

b. List the total amount of your investment in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid \$ 225,000

c. Provide details of the investment described in 14.b. You must account for all of the sources of this investment. Attach a separate sheet if needed.

Type: Cash, Services or Equipment	Source	Amount
Cash	Savings Account - Ameriprise Financial	225,000

d. Loan Information (attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
N/A				

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature 	Title owner	Date 3/26/15
--	----------------	-----------------

Previous Addresses - Mary Hiteman

11 Hunter Hill #301

4/1/12 - 4/1/13

Mt. Crested Butte, CO 81225

204 California Ave #D

8/1/10 - 3/31/12

Michigan City, IN 46360

2401 Pinehurst Ave

5/20/05 - 8/1/10

Chesterton, IN 46304



Staff Report

July 6, 2015

To: Mayor and Town Council

From: Todd Crossett, Town Manager

Subject: Resolution No. 15, Series 2015 – Resolution of the Crested Butte Town Council acknowledging the Council's pledge to the Center for the Arts for the expansion of the Center's facilities on Town Property.

Date: July 6, 2015

Background:

At the Council's June 1 meeting, The Center for the Arts made a request of the Town for a pledge of financial support for the new Center for the Arts project. The request was for a pledge of \$1 million combination of in-kind and cash. The Center believes that such a commitment by the Town would significantly assist in their fund-raising activities.

At that meeting, the Council expressed general support but also expressed concern that the Center for the Arts had not finalized a preferred ownership model with Town Staff for review by the Council. The Council wanted to come to some understanding on an ownership model prior to acting on the Center's pledge request.

At the Council's June 15 meeting, the Center and Town Staff communicated that the Center Board had opted for Town ownership of the future building with a requested 99 year lease.

Council directed staff to draft a resolution pledging one million dollars support in the form of a combination of in-kind donation and cash - with cash not to exceed \$500,000. The resolution contains several clarifying conditions to address Council concerns, such as the desire of Council to review a pro forma.

Recommendation:

Staff recommends that Council moves to approve Resolution No. 15, Series 2015

RESOLUTION NO. 15

SERIES 2015

**RESOLUTIONS OF THE CRESTED BUTTE
TOWN COUNCIL ACKNOWLEDGING THE
TOWN COUNCIL'S PLEDGE TO THE
CENTER FOR THE ARTS IN CONNECTION
WITH THE CENTER'S EXPANSION OF ITS
FACILITIES ON TOWN PROPERTY**

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, Section 4.7 of the Crested Butte Town Charter provides that the Council may act, other than legislatively, by resolutions;

WHEREAS, the Crested Butte community desires expanded arts facilities located in Crested Butte, which such facilities would be sufficient to accommodate, among other things, performance theaters, outdoor concerts space, multipurpose community space, visual arts workshops and display space, office and administrative space and support space;

WHEREAS, by Resolution No. 6, Series 2006; Resolution No. 15, Series 2009; and Resolution No. 15, Series 2015 (collectively, the "**Support Resolutions**"), the Town Council expressed its support for such expansion, provided that financial viability, scale and architecture within the unique context of Crested Butte, impacts of traffic and parking, availability of facilities to pedestrian and transit access and the conservation of existing community facilities and amenities are addressed to the satisfaction of the Town in connection with such expansion;

WHEREAS, the Center for the Arts (the "**Center**") has requested that the Town Council pledge funds and in-kind services totaling \$1,000,000.00 in support of the Center's efforts to expand its arts facilities in Town Park by replacing the existing Center facilities with new, modern facilities; and

WHEREAS, the Town Council desires to pledge funds and in-kind services totaling \$1,000,000.00 in support of the Center's efforts to expand and replace its existing arts facilities in Town Park, such funds and in-kind services being important in the effort to expand its arts facilities and such expansion being in the best interest of the health, safety and welfare of the Town, its residents and visitors.

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

1. **Findings.**

1.1 The arts serve an important public purpose.

1.2 The arts play an important role in creating a healthy, vibrant community, rich in diversity of creative artistic experiences.

1.3 Expanding and replacing the Center's existing facilities in Town Park will greatly enhance the growth of these creative artistic experiences.

1.4 The Town pledging funds and in-kind services to the Center will assist the Center in its efforts to expand and replace its existing arts facilities in Town Park.

1.5 Expanding and replacing the Center's existing arts facilities are in the best interest of promoting the arts and thus support the health, safety and welfare of the Town, its residents and visitors.

1.6 The Center is an economic driver and expanding the Center's capacity will create economic benefit for the Town.

2. **Pledge; No Multi-Year Fiscal Obligation.**

2.1 The Town hereby agrees to pledge \$1,000,000.00 in good and available funds and in-kind services, as allocated by the Town Council in its sole and absolute discretion, subject to the terms hereof (the "**Pledge**"). The maximum cash contribution shall be \$500,000.00 and shall come from the Sales Tax Fund – Interest Reserve. The Town shall provide the Pledge funds and services only upon the Town Council's satisfaction that the Center's expansion and replacement of the existing Center arts facilities is prepared to break ground, with funding sufficient to complete the project as approved by the Town and only following the Center entering into construction and facilities lease agreements with the Town Council and a review of the facility operation pro forma data.

2.2 Notwithstanding anything in these Resolutions to the contrary, (i) nothing contained in these Resolutions shall constitute a pledge of the full faith and credit of the general tax revenues, funds or moneys of the Town except the amount appropriated for the purpose of making payments hereunder during the current fiscal year, (ii) the Town is not obligated hereby to make any payments in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or to make payments from any funds of the Town other than funds appropriated for the payment of current expenditures, (iii) all payment obligations of the Town under these Resolutions, including, without limitation, the Town's obligation to pay the Pledge funds, are from year-to-year only and do not constitute a multiple fiscal-year direct or indirect financial obligation of the Town, (iv) the agreement hereunder to pay the Pledge funds is subject to annual renewal and such agreement to pay shall be terminated upon the occurrence of an event of non-appropriation and, in such event, (x) all payments from the Town under these Resolutions shall terminate, and (y) the Center expressly waives hereby all remedies and claims against the Town in connection therewith.

3. **Construction and Lease Arrangements.** The Center shall enter into such construction and facilities lease agreements with the Town Council before commencing with construction, such arrangements contemplating, without limitation, sureties, insurance, 99-year lease term, minimum operating reserves and audit.

4. **Town Ownership.** The improvements the Center is causing to be constructed shall become appurtenances to Town-lands and become Town-owned structures at or before completion as agreed to by the parties.

5. **License Agreement.** Prior to the Center conducting any activities on Town property in connection with the expanding and replacing the Center's existing arts facilities (i.e., boring, testing, etc.), the Center shall enter into a license agreement with the Town permitting such activities. Such license agreement shall be approved by the Town Council pursuant to Section 31-15-713, C.R.S.

6. **Public Purpose; No Partnership.** The transactions contemplated in these Resolutions shall be structured by the parties to serve a public purpose. No partnership shall be deemed to exist between the Town and the Center.

7. **Support Resolutions.** The Support Resolutions shall remain in full force and effect and shall be complied with as if the terms thereof were stated verbatim herein.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO THIS __ DAY OF _____ 2015.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Aaron J. Huckstep, Mayor

ATTEST:

Lynelle Stanford, Town Clerk (SEAL)



Staff Report

June 29, 2015

To: Mayor and Town Council
Thru: Todd Crossett, Town Manager
From: Lois Rozman, Finance Director

Subject: Ordinance No. 3, Lease of Town Property to Internet Colorado

Summary: Staff was contacted back in 2014 by Internet Colorado about the possible placement of a tower and some computer equipment on Town property in exchange for improved internet service for Town operations. Ordinance No. 3 and its attached lease are the culmination of that process.

Background: In early 2014, the Town was approached by Internet Colorado about placement of equipment on Town property. The initial location requested was Town Hall. Through the BOZAR process, it was determined the Public Works shop would be a better location as it already had an antennae on it. Internet Colorado began working to see what it would take to get fiber optic to the shops and it quickly became prohibitive. At this point, both the Town and Internet Colorado had major projects in front of them and the project was put on hold. In early 2015, The Town's IT Committee started working on an internet solution for Town operations. They looked into Century Link, Time Warner and Internet Colorado. The committee selected Internet Colorado and began working with them to come up with the arrangement as depicted in the lease agreement attached to Ordinance No. 3. In summary, Internet Colorado brought fiber optic into the Marshals' office. There will be a small dish added to the antennae that already exists on the building. That will transmit signal to the Public Works shop which will have an antennae used to send their internet out to other customers. They will also have a small closet space inside the building to house their equipment. In exchange, the Town will receive a 20 meg up/down line for each of the Marshals' office, Town Hall and Public Works.

Discussion: The IT Committee investigated several internet options and elected the Internet Colorado lease arrangement as the best path forward. The cost of fiber optic to Town Hall was cost prohibitive through Time Warner and Century Link. The monthly carrying cost of fiber optic was \$1,000 a month. Time Warner cable internet into Town Hall didn't give us the reliability needed and Century Link, which has been very reliable, couldn't get us any better speed than what we were already on.

Financial Implications: As proposed, the current Century Link internet bill will go away and the Town will receive greater internet capabilities at no cost. Should the internet supplied through the lease arrangement not be adequate for Town needs, lessee will pay the Town the retail value of the service which the Town would then use to go out and purchase other internet service.

Recommendation: Staff and the IT Committee is recommending setting Ordinance No. 3 for public hearing and ultimately approving it upon public hearing at the July 20th Council meeting.

Proposed Motion: I move to set Ordinance No. 3, Series 2015 for public hearing at the July 20th Council meeting.

ORDINANCE NO. 3

SERIES NO. 2015

**RESOLUTIONS OF THE CRESTED BUTTE TOWN
COUNCIL APPROVING THE
TELECOMMUNICATIONS FACILITIES SPACE
LEASE AGREEMENT WITH INTERNET
COLORADO, L.L.C. FOR LOTS 1-5 AND 28-32,
BLOCK 1 AND LOTS 1-5 AND 28-32, BLOCK 12,
TOWN OF CRESTED BUTTE**

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

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

WHEREAS, pursuant to Section 713(c), when the term of such lease is greater than one year, the Town Council must approve such lease by an ordinance of the Town Council;

WHEREAS, the Town Staff has recommended allowing Internet Colorado, L.L.C. (“**Vendor**”) to lease certain space for the installation, operation and repair of certain telecommunications facilities (the “**Facilities**”) on Town property located at 801 Butte Avenue and 508 Maroon Avenue, Crested Butte, Colorado (collectively, the “**Town Property**”), in largest measure because Vendor will be providing internet connectivity and other related services through such Facilities to the Town; and

WHEREAS, the Town Council hereby finds that allowing Vendor to lease certain space on the Town Property for the purposes of installing, operating and repairing its Facilities, including providing internet connectivity and other related services through such Facilities to the Town, is in the best interest of the Town and the health, safety and welfare of the residents and visitors of Crested Butte.

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

Section 1. Findings. The Town Council hereby finds that granting a lease to certain space on the Town Property for purposes of Vendor’s installation, operation and repair of its Facilities, including providing internet connectivity and other related services to the Town through such Facilities is in the best interest of the Town.

Section 2. Authorization of Town Manager. The Town Council hereby authorizes the Town Manager to execute the Telecommunications Facilities Space Lease Agreement with Vendor in the same form as attached hereto as **Exhibit "A."**

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 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 _____, 2015.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS __ DAY OF _____, 2015.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Aaron J. Huckstep, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

Lease Agreement

[attach form lease agreement here]

TELECOMMUNICATIONS FACILITIES SPACE LEASE AGREEMENT

THIS TELECOMMUNICATIONS FACILITIES SPACE LEASE AGREEMENT (this "**Agreement**"), dated effective the ____ day of _____, 2015 (the "**Effective Date**"), is entered into by the Town of Crested Butte, a Colorado home rule municipality, having an address of 507 Maroon Avenue, P.O. Box 39, Crested Butte, CO 81224 ("**Town**") and Internet Colorado, L.L.C., a Colorado limited liability company, having an address of 108 E. Tomichi, Gunnison, CO 81230 ("**Tenant**").

BACKGROUND:

Town owns certain real property located at 801 Butte Avenue (the "**Town Shops**") and 508 Maroon Avenue, Crested Butte, Colorado (the "**Marshal's Offices**"), together with the Town Shops, collectively, the "**Property**". The Town Shops include various buildings and other facilities used by Town's Public Works and Parks and Recreation Departments. The Marshal's Offices include a building with offices and other facilities used by Town Marshal's Department.

AGREEMENT:

Town and Tenant agree as follows:

1. **LEASE.**

(a) Town grants to Tenant a non-exclusive lease (the "**Lease**") to certain specified portions of the Property as described on attached **Exhibit 1** (the "**Premises**") for the placement of Tenant's Communications Facility defined below.

(b) *[Reserved for Parking.]*

(c) In consideration of Town granting Tenant the Lease during the Initial Lease Term defined below, Tenant agrees to deliver to Town 20MBs of broadband service (the "**Service**") to Town Hall, the Marshal's Offices and the Town Shops. The Service shall be delivered by Tenant to Town on or before July 31, 2015. Such Service shall be subject to Town's acceptance in its sole and absolute discretion. The Lease will be for an initial term (the "**Initial Lease Term**") of five (5) years commencing on the Effective Date and may be renewed by written agreement of Town and Tenant for an additional five (5) years upon terms agreed to by the parties prior to the expiration date of the Initial Lease Term.

(d) In the event that Town does not accept the Service, or the Service is later terminated by Town as described below, Tenant shall pay Town a per month rental rate for use of the Premises equivalent to the value of the Service. The monthly rental rate shall be pro rated for any partial month. Rental fees shall commence, if at all, as applicable, on the Effective Date where Town does not accept the Service, or thirty (30) days following Town's termination of the Service. The monthly rental rate shall be subject to an annual increase of three percent (3%) per annum commencing on the first anniversary Effective Date.

(e) Town shall make reasonable power available to Tenant without upgrade to any Town power facilities. Any upgrades required by Tenant shall be at Tenant's sole cost and expense and following written approval from Town. Where the consideration of the Lease of the Premises is the Service, the cost of reasonable power consumed by Tenant on the Property in operating the Communications Facility shall be included in the Lease; provided that where the cost of such power is more than reasonably anticipated by Town, as determined by Town in its sole discretion, Tenant shall be responsible for such additional cost. Where the Service is not accepted or is otherwise terminated by Town, Tenant shall pay Town's cost and expense of such power, with a ten percent (10%) premium to defray Town's processing and handling costs in connection with such power. All payments are due within ten (10) days of receipt of an invoice therefor from Town, failing which, such amounts shall accrue interest at a rate of eighteen percent (18%) per annum until paid.

(f) This Agreement and the rights granted hereunder may not be sold, assigned or transferred without the prior written consent of the Crested Butte Town Council; the granting of such consent shall be within the sole discretion of the Town Council. Any such sale, assignment or transfer in contravention of the foregoing requirement shall be void *ab initio*. From and after the date the Agreement and the rights hereunder have been sold, assigned or transferred by Tenant to a third party and the Tenant has obtained the prior written permission of the Town Council thereof, and the third party has assumed all of the obligations and terms of this Agreement in writing to Town, and only after such assumption, Tenant shall be released from any and all liability under this Agreement, including the payment of any future rental fees or other sums due, without any further action.

(g) If, during the Initial Lease Term or any extension thereof, Town decides to subdivide, sell or change the status of the zoning of the Property, Town shall notify Tenant in writing. This Agreement and the rights granted Tenant herein shall be subordinate to the Town's rights in the Property and may be terminated by Town in the event that the Town requires the Premises be used for any other public purpose or should such termination become necessary or convenient for Town in connection with any subdivision, sale or change the status of the zoning of the Property.

2. PERMITTED USE.

(a) Tenant's use of the Premises is in connection with its communications business without interference to Town's use of the Property and for no other purpose. Tenant may use the Communication Facility for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, dishes, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises. Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional rent to Town (collectively, the "**Permitted Use**").

(b) The Permitted Use is limited to the space on the portion of the Premises identified on **Exhibit 1**. For purposes of this Agreement, the "**Communication Facility**" shall include those telecommunications systems, facilities and equipment described on **Exhibit 1**.

(c) The Permitted Use is subordinate to Town's use of the Property in serving the residents and properties of Town and surrounding areas. Nothing herein shall be construed as granting authority to Tenant to interfere, obstruct, delay or hinder Town's use of the Property. Tenant shall provide Town seventy-two (72) hours written notice prior to any construction, installation, maintenance of equipment or other activity permitted in this Agreement which occurs on the Premises, except in cases of emergency access and such activities shall be immediate upon prior verbal communication to Town.

3. INSTALLATION OF COMMUNICATION FACILITY.

(a) Tenant shall make no installations, alterations, repairs or improvements on or to the Property without the prior written permission of Town. Approval of all Communication Facility installations and associated Property modifications shall be performed only after Town written approval of the same.

(b) In addition to Town serving as landlord of the Premises, Town is the permitting entity for all construction on the Premises. Nothing herein shall be construed as a limitation on Town's authority, or a waiver of Town's requirements regarding construction of the Communication Facility or approval of the designs and plans therefore.

(c) After approval by Town of the Communication Facility installation and any associated Property modifications, Town grants Tenant the right to use such portions of the Property as may reasonably be required during construction and installation of the Communications Facility. Tenant has the right to install and operate transmission cables, antennas, electric lines and communication lines and make associated improvements as depicted on **Exhibit 1**. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations relating to its use of the Communication Facility. Tenant may replace or upgrade the equipment within the Communication Facility. Tenant may not, however, increase the number of antennas, dishes or equipment or the location of the same described **Exhibit 1** in this Agreement.

(d) Tenant shall be solely responsible for all costs, fees, expenses and taxes, including, without limitation, those taxes levied specifically upon the personal property of Tenant, and any sales and uses taxes in connection with its use of the Communications Facility, its services and the transactions contemplated in this Agreement.

4. APPROVALS. Town agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability at its sole cost and expense to obtain and maintain all approvals of federal, state and local authorities with jurisdiction over the Communication Facility and Tenant's services. Town authorizes Tenant to prepare, execute and file all required applications to obtain such governmental approvals for Tenant's Permitted Use under this Agreement.

5. INTERFERENCE.

(a) Tenant warrants that its use of the Premises will not interfere with any other radio or other frequencies

(b) Tenant will not allow any of Tenant's Communications Facility and equipment to disturb or create noise that interferes with Town's operation and use of the Property or the public. In the event that it is reasonably determined by Town that emissions from any of Tenant's equipment could cause harm to humans, or is interfering with Town's operation and use of the Property or the public, Tenant shall take such steps as reasonably required to mitigate such condition.

(c) Tenant will not use, nor will Tenant permit its employees, tenants, licensees, invitees, agents or independent contractors to use, any portion of the Property in any way which interferes with the operations of Town, the public or the rights of Town under this Agreement. Upon receipt of notice from Town of Tenant's violation of this provision, Tenant shall cause such interference to immediately cease. Failure to cease such interference after receipt of notice of interference from Town shall be a default of this Agreement. Tenant shall cease all operations that are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

6. LIABILITY.

(a) In consideration for Town's grant to Tenant of this Lease and the rights set forth in this Agreement, Tenant hereby acknowledge and agree to the following: (i) Tenant hereby assumes all risk of claims, liabilities, injuries, losses, demands or damages, whether related to bodily injury, personal injury, sickness, disease, death, property loss or damage (including reasonable attorneys' fees, costs and expenses) (collectively, "Claims") arising out of, directly or indirectly, this Agreement, whether or not caused by any act or omission, negligence or other fault of Town, its elected officials, officers, employees, agents, insurers, insurance pools, attorneys, representatives, contractors, invitees, guests, tenants, licensees and subcontractors (collectively, "**Town Parties**"); (ii) Tenant hereby waives any Claims, and hereby releases, Town Parties against and from any and all Claims arising out of, directly or indirectly, this Agreement, whether or not caused by any act or omission, negligence or other fault of Tenant or/or Town Parties; and (iii) Tenant shall indemnify, defend and hold harmless Town Parties from and against any and all Claims of Tenant, Town Parties and/or third parties, including, without limitation, employees, agents, contractors, representatives, invitees and guests of Tenant and Town arising out of, directly or indirectly, this Agreement, whether or not caused by any act or omission, negligence or other fault of such persons.

(b) **IN NO EVENT SHALL TOWN BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF DATA, LOSS OF PERSPECTIVE BUSINESS OR LOSS OF PROFITS, ARISING OUT OF**

OR IN ANY WAY CONNECTED WITH THIS AGREEMENT AND THE RIGHTS GIVEN HEREUNDER, EVEN IF THE TOWN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) The parties understand and agree that Town is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as it may be amended from time to time.

7. **INSURANCE.** Tenant shall maintain during the Initial Lease Term and any extensions thereof the insurance coverage pursuant to the requirements and limits contained in **Exhibit 2** attached hereto.

8. **REPRESENTATIONS.** Tenant and Town each acknowledge and represent that it is duly organized, validly existing and in good standing and each has the right, power and authority to enter into this Agreement and bind itself hereto through the party executing this Agreement below.

9. **COMPLIANCE.** Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment, occupational and worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to Tenant or any person under its controls activities conducted in or on the Property.

10. **REMOVAL/RESTORATION.** All equipment brought to the Communications Facility by Tenant that is not affixed to the Property will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Initial Lease Term. Non-affixed and thus non-removable property shall include any wire racks, light fixtures, light switches, electrical outlets, antenna, dishes, wiring and grounding systems installed by Tenant. Such non-affixed, non-removable property shall become the sole property of Town upon the expiration or earlier termination of this Agreement. Within thirty (30) days of the expiration or earlier termination of this Agreement, Tenant will remove all of Tenant's removable personal property and Tenant will restore the Premises to its condition as it existed as of the Effective Date. Any personal property not removed by Tenant within thirty (30) days of the expiration or earlier termination of this Agreement shall be deemed abandoned by Tenant and become the sole property of Town. All costs incurred by Town for the disposal of such personal property shall be paid by Tenant to the Town.

11. **MAINTENANCE.**

(a) Tenant shall keep and maintain the Premises and other utilized portions of the Property in a neat, orderly and clean condition at all times, and provide such other services as may be necessary to do so. Town will maintain and repair the Property and access thereto in good and tenantable condition, subject to reasonable wear and tear, impact by and damage from the elements and other use by Town and its other users of the Property.

(b) Tenant shall cooperate with Town and other users of the Property to remove snow from the Property.

12. TENANT DEFAULT; TERMINATION.

(a) The following shall be deemed a default by Tenant under this Agreement: (i) non-payment of any amounts as and when due under this Agreement; (ii) Tenant's failure to cure an interference problem as provided herein within twenty-four (24) hours of written notice thereof; and (iii) Tenant's failure to perform any other term or condition under this Agreement within ten (10) days of receipt of written notice from Town specifying such failure, provided that no such default shall be deemed to exist if Tenant has commenced a cure of such failure within such period and provided that such efforts are ongoing and being prosecuted to completion with reasonable diligence. Delay in curing a failure under subsection (iii) shall be excused only to the extent beyond the reasonable control of Tenant. If Tenant's failure remains beyond the expiration of the cure period, Town shall have the right to exercise any and all rights and remedies available to it under law and equity, including immediate termination of this Agreement upon written notice to Tenant. All rights and remedies may be cumulatively applied and pursued.

(b) Notwithstanding the foregoing, Town may terminate this Agreement at any time for any reason or no reason at all upon delivery of written notice to Tenant.

13. NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to Town and Tenant as follows:

If to Town:

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

Internet Colorado, L.L.C.

Attn: _____
108 E. Tomichi
Gunnison, CO 81230

With copies to:

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

If to Tenant:

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

14. NO LIENS. Tenant shall keep the Property free and clear of all liens, claims and encumbrances of any kind, whether caused by the action or inaction of Tenant or anyone under Tenant's control. Tenant shall be responsible for the satisfaction or payment of any such liens, claims or encumbrances filed or placed of record against the Property that arise from the transactions contemplated in this Agreement. Should any such lien, claim or encumbrance or claim of the same be filed against the Property, Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after notice of the filing thereof. Should Tenant fail to discharge the same within such ten (10)-day period, then Town may discharge the same, in which event Tenant shall reimburse Town, on demand, for the amount of the lien, claim or encumbrance or the amount of the bond, if greater, plus all costs and expenses incurred by Town in connection therewith, inclusive of reasonable attorneys' fees and costs.

15. CASUALTY. Town will provide notice to Tenant of any casualty or other harm affecting the Premises within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Town, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid rental fees on a pro rata basis. Such termination and collection of insurance proceeds, if any, shall be Tenant's sole remedy in the event of such casualty.

16. NO OWNERSHIP OR PROPERTY RIGHTS. Nothing contained in this Agreement, including the use of the Premises or other action of the Tenant or any payments made under this Agreement, create or vest in the Tenant any ownership or property rights in the Premises. No record of this Agreement and the rights granted hereunder may be recorded against the Property.

17. NOTICES FROM THIRD PARTIES. In the event that Tenant receives any written notice, including without limitation, a warning or notice of violation, related to the Communication Facility or Tenant's use of the Communication Facility, Tenant shall provide a copy of such notice to Town within three (3) days of receipt thereof. Tenant shall immediately take all steps necessary to resolve any notice. In the event that resolution of the notice would require violating any provision of this Agreement, Tenant shall work with Town to resolve the notice or terminate this Agreement if the notice cannot be resolved.

18. IMMIGRATION COMPLIANCE. Tenant certifies that it has complied, and during the term of this Agreement will continue to comply, with the Immigration Reform and Control Act of 1986. The signature of Tenant on this Agreement: (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 Agreement; 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 Agreement.

Tenant has confirmed the employment eligibility of all employees and subcontractors who are newly hired for employment to perform work under this Agreement 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 Agreement is being performed. If Tenant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Tenant shall:

(i) notify the subcontractor and Town 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 that Tenant violates any of the provisions of the foregoing the Town may terminate this Agreement for breach of contract. No notice need be given of said termination. If this Agreement is so terminated, Tenant shall be liable for actual and consequential damages to the Town.

19. MISCELLANEOUS.

(a) **Amendment; Waiver.** This Agreement cannot be amended, modified or revised unless done so in writing, approved by the Crested Butte Town Council. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Binding.** This Agreement shall be binding upon the parties hereto, their respective permitted heirs, successors, transferees and assigns.

(c) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of Town and Tenant hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(d) **Governing Law.** This Agreement will be governed by the laws of the State of Colorado with venue residing solely in the court of the County of Gunnison, State of Colorado.

(e) **No Third Party Beneficiary.** The parties intend no third party beneficiaries under this Agreement. Any person other than the Town or Tenant receiving services or benefits under this Agreement is an incidental beneficiary only.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (iv) use of the terms "termination" or "expiration" are interchangeable; (v) reference to a default will take into consideration any applicable notice, grace and cure periods; (vi) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; and (vii) the singular use of words includes the plural where appropriate.

(g) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(h) **W-9.** Town agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.

(i) **Severability.** If any provision, covenant, clause or agreement contained in this Agreement or the application thereof shall be found to be invalid, such invalidity shall not affect the validity of the remaining provisions, covenants, clauses, agreements or the validity of the Agreement as a whole.

(j) **Attorneys' Fees.** It is agreed that if the enforcement, interpretation or construction of this Agreement becomes necessary or advisable, the prevailing party in such effort shall be entitled to reasonable attorneys' fees, as well as all related costs and expenses.

(k) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by Town and Tenant. All parties need not sign the same counterpart.

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

IN WITNESS WHEREOF, Town and Tenant have caused this Agreement to be executed effective as of the Effective Date.

TOWN:

TENANT:

TOWN OF CRESTED BUTTE

INTERNET COLORADO, L.L.C.

By: _____
Aaron Huckstep, Mayor

By: _____

Attest: _____
Lynelle Stanford, Town Clerk

(Seal)

EXHIBIT 1

DESCRIPTION OF PREMISES, EQUIPMENT AND ASSOCIATED IMPROVEMENTS

The Premises are described and depicted as follows:

- 1) Small control panel mounted upstairs in 508 Maroon Ave, the Marshals Building
- 2) Small dish added to the existing antennae on 508 Maroon Ave, the Marshals Building, as approved by the Town Building Dept.
- 3) Closet space measuring approximately 7' wide by 3' deep at the top of the stairs in 801 Butte Ave, Parks Shop side of Town Shops Building to contain cables, routers, switches, firewall, computer and associated equipment.
- 4) Antennae on 801 Butte Ave, Town Shops Building as approved by BOZAR

EXHIBIT 2
INSURANCE

A. Tenant agrees to procure and maintain in force, at its own cost, the following minimum coverages:

1. Workers' Compensation and Employers' Liability
 - a) State of Colorado: Statutory
 - b) Applicable Federal: Statutory
 - c) Employer's Liability: \$100,000 Each Accident
\$500,000 Disease-Policy Limit
\$100,000 Disease-Each Employee
 - d) Waiver of Subrogation
2. Commercial General Liability
 - a) Bodily Injury & Property Damage General Aggregate Limit
\$3,000,000
 - b) Each Occurrence Limit \$3,000,000

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

Town may require that this coverage remain in place for one year after the expiration of the Initial Lease Term and any extensions thereof.

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

B. Coverage.

Insurance required by this Agreement shall be primary coverage, unless otherwise specified, and shall specify that in the event of payment for any loss under the coverage provided, the insurance company shall have no right of recovery against Town or its insurers. All policies of insurance under this Agreement shall be provided by a reputable insurance company or companies qualified to conduct business in Colorado. Property and Liability Insurance Companies shall be licensed to do business in Colorado and shall have an AM Best rating of not less than A-VI. This insurance shall protect Town, its agents, contractors, employees and representatives, from claims for damages for personal injury and wrongful death and for damages to property arising in any manner from negligent or wrongful acts or omissions of Tenant, their agents, contractors, employees, contractors and representatives.

C. Additional Insureds.

All Insurance policies (except Workers Compensation and Professional Liability) shall include Town as additional insured. The additional insured endorsement should be at least as broad as ISO form CG2010 for General Liability coverage and similar forms for Commercial Auto and Umbrella Liability.

D. Automobile Coverage.

Automobile insurance shall, without limitation, cover all automobiles used in performing any of the transactions contemplated or authorized under this Agreement.

E. Claims-Made Policies.

In the case of any claims-made insurance policies, Tenant shall procure necessary retroactive dates, "tail" coverage and extended reporting periods to cover a period at least two years beyond the expiration date of this Agreement. This obligation shall survive the expiration of this Agreement.

F. Tenant shall not cancel, materially change or fail to renew required insurance coverages.

G. Certificates.

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



Staff Report

July 6, 2015

To: Mayor and Town Council
Thru: Todd, Crossett Town Manager
From: Bob Gillie, Building and Zoning Director, and Molly Minneman, Design review and historic preservation coordinator
Date: July 2, 2015
Subject: Ordinance No 4, Series 2015 regarding the extension of vested property rights associated with the 2012 BOZAR approval for the PUD over Block 1, Lots 1-5 and 28-32; and Block 1, Lots 1-5 and 28-32 in the B-2 zone.

SUMMARY

The Board of Zoning and Architectural Review (BOZAR) considered the request by Sixth Street Station, LLC to extend the three-year vested property rights (vested rights) for the Planned Unit Development (PUD) over twenty lots located in Blocks 1 and 12 abutting 6th Street at the June 30, 2015 meeting. The Board made a unanimous recommendation to the Town Council in support of the extension of the vested rights for an additional three years.

DISCUSSION

Vested rights for the Sixth Street Station PUD was approved with conditions in 2012. The development entails hotel operations sold in fractional ownership, similar to time share, together with restaurants, a variety of retail and office uses. The vested rights expired on May 15, 2015.

Bob Gillie, the Building and Zoning Director received a request from Gary Hartman of Sunlit Architecture in May pursuing an extension of vested rights of his clients for three more years (see attached letter). The request was forwarded to the BOZAR at the June 30 meeting as a 'recommendation to the Town Council regarding an extension of the vested rights.'

Hartman related the basis for the extension is two-fold; his clients expressed the strong desire to preserve their rights because of the substantial amount time and financial resources that were expended in the project development over a three to four year period. Hartman advises that the owners are in negotiations that will substantially change the scope of the project. He anticipates that BOZAR will receive an application in the future. Extension of the vested rights are helpful in sustaining financial stakeholders for the project. Any new submittal will trigger a new review process through the Board

STAFF DISCUSSION

Generally, extension of vested rights is associated with re-approval by the BOZAR. The BOZAR spent three years in the review and approval of the PUD. They discussed that previous boards did their jobs engaging in the extensive review of many facets of the development plan. The BOZAR determined that the approval by the previous Boards was sound and thus provided a unanimous vote to extend the vested rights.

The PUD as approved is not anticipated to move forward to building permit. Hartman conveyed that the market conditions were not favorable to support the fractional ownership hotel model that the project was specifically designed to accommodate and the project did not move forward. The engineering and resolution of a number of issues surrounding the site together with the underground parking garage was determined to be challenging financially.

The Council has the ability to extend the vested rights and preserve the PUD approval for an additional three years, terminating on May 15, 2018. Future iterations of the plan will be submitted to the BOZAR for consideration. It is not time well spent for the Council to engage in a detailed review of this project given BOZAR's extensive review and the unlikelihood of the project moving forward.

RECOMMENDATION

The staff recommends that the Council make a motion to set Ordinance No. 4, Series 2015 for a public hearing at the July 20, 2015 meeting.

PROPOSED MOTION

I move to set Ordinance # 4, Series 2015 for public hearing on July 20, 2015.

ORDINANCE NO. 4

SERIES 2015

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL EXTENDING THE VESTED PROPERTY RIGHTS FOR THE PLANNED UNIT DEVELOPMENT FOR SIXTH STREET STATION, LLC FOR LOTS 1-5 AND 28-32, BLOCK 1 AND LOTS 1-5 AND 28-32, BLOCK 12, TOWN OF CRESTED BUTTE

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

WHEREAS, pursuant to Article XX of the Colorado Constitution, as implemented through the Town of Crested Butte Charter, Title 31, Article 23, and Title 20, Article 29, C.R.S., the Local Government Land Use Control Enabling Act of 1974, the Town has the authority to enact and enforce land use regulations;

WHEREAS, pursuant to Chapter 16, Article 20 of the Crested Butte Municipal Code (the "**Code**"), vested property rights granted by the Town shall have a three-year term;

WHEREAS, Sixth Street Station, LLC ("**Applicant**") was granted a vested property right for a Planned Unit Development (PUD) by the Town's Board of Zoning and Architectural Review (the "**Board**") for Lots 1-5 and 28-32, Block 1 and Lots 1-5 and 28-32, Block 12, Town of Crested Butte (the "**Subject Property**");

WHEREAS, such vested property right expired effective May 15, 2015;

WHEREAS, Applicant has requested that the Town extend the term of such vested property right an additional three years from its expiration date;

WHEREAS, the Board, at its June 30, 2015 meeting, considered Applicant's request to extend such vested property right and recommended for Town Council approval the extension of the vested property right for an additional three years from its expiration date;

WHEREAS, pursuant to Title 24, Article 68, C.R.S., extensions to vested property rights must be formally approved by ordinance of the Town Council;

WHEREAS, the Board, as the Town board with authority under the Code to grant the vested property for the PUD has recommended to the Town Council that it formally approve the extension of Applicant's vested property for the PUD for the Subject Property for an additional three years from its expiration date; and

WHEREAS, based on the foregoing, the Town Council desires to approve the extension

of Applicant's vested property for the PUD for the Subject Property for an additional three years from its expiration date, the same being in the best interest of the general health, safety and welfare of the Town and the residents and visitors of Crested Butte.

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

Section 1. Approval of Extension of Vested Property Right. Pursuant to Article XX of the Colorado Constitution, as implemented through the Town of Crested Butte Charter, Title 31, Article 23 and Title 20, Article 29, C.R.S., the *Local Government Land Use Control Enabling Act of 1974*; Title 24, Article 68, C.R.S.; and Chapter 16, Article 20 of the Code, the vested property right of Applicant for the PUD for the Subject Property granted by the Board as further described in that certain Vested Rights Agreement (the "**Agreement**") dated January 7, 2013 and recorded in the official real property records of the Clerk and Recorder of Gunnison County, Colorado on January 17, 2013 at Reception No. 618020 is hereby extended three years and shall theretofore expire on May 15, 2018; provided that, the Agreement shall be equally extended and any and all conditions previously placed on the PUD by the Board shall remain in full force and effect as if fully set forth in this approval of extension of such vested property right as a condition thereto.

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.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS __ DAY OF _____, 2015.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS _____ DAY OF _____, 2015.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Aaron J. Huckstep, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]



Date: May 11, 2015

Mr. Bob Gillie
Town of Crested Butte
507 Maroon Ave
Crested Butte, CO 81224

(PH): 970-349-5338

Project: 6th Street Station

Dear Mr. Gillie,

I am writing this on behalf of the Sixth Street Station Ownership and it is our understanding that the current Sixth Street Station Entitlements (Vested Property Rights) will be expiring in July (2015). Please accept this Letter as our official request to be placed on the next available BOZAR hearing schedule, so that we can engage the proper Town process for the purpose of extending the current entitlements for an additional two to three years.

The Town Code, Section 16-20-80 (Termination of Vested Property Rights), outlines that an extension is permitted through written agreement with the Town.

Both the Town and the Ownership of this project have spent an exceptional amount of time, expense and resources for the purpose of attaining the approval for this project. Our current Ownership, as we would also believe the Town to feel, that this extension should be granted so that the process would not have to be re-run at additional time, expense and resources for the purpose of securing new entitlements for an already approved project.

I would like to thank you for your time in review of this request. Please let me know what next steps need to be taken in order to facilitate this process. Also please let me know if there are any questions in the meantime.

Respectfully,

A handwritten signature in black ink, appearing to read "Gary Hartman", written over a horizontal line.

Gary Hartman, AIA
Principal

cc: Bob Brotherton (Manager)
File



Staff Report

July 6, 2015

To: Mayor and Town Council
From: Todd Crossett, Town Manager
Subject: Update on Trust for Public Lands Feasibility Memo and Next Steps
Date: July 6, 2015

Background:

In November, 2014, a .5% sales tax initiative for Parks funding failed by 3 votes. The Council has listed the Park funding issue as a priority for year 2015. Trust for Public Lands was engaged during spring of this year at no cost to the Town to conduct a feasibility review and potentially to assist in developing ballot language and working with a citizens' group to advance a ballot initiative for the purpose of funding Parks if the Council chooses to place such on the ballot.

At the Council's June 15 meeting, staff reviewed a feasibility memo from Trust for Public Lands relevant to a potential ballot initiative for Parks funding. TPL representative, Justin Spring, will be in attendance at the July 6 Council meeting to answer further questions the Council may have.

Council has discussed both a .5% sales tax initiative and a marijuana excise tax initiative. It has also discussed placing both on the 2015 ballot.

The Council asked for a complete listing of Colorado municipalities with sales tax at or above 4.5%. They are as follows:

Black Hawk	5.5%
Rico	5.0%
Mt. Crested Butte	5.0%
Winter Park	5.0%
Steamboat Springs	4.75%
Commerce City	4.5%
Mountain Village	4.5%
Telluride	4.5%

Park maintenance and operations funding challenges continue increase with the increase of tourism activity in the Town. The Town will need to notify the County Elections Office by the end of July if

the Town intends to place an initiative on the November ballot. If the Council chooses to move forward with a ballot initiative, it should direct staff to draft a resolution stating the Council's intention to place an initiative or initiatives on the ballot and place it on the Council's July 20 agenda.

Ballot language would be passed in August in the form of an Ordinance and presented to the County at the end of August if passed by the Council.

Suggested Action:

Staff recommends that Council directs staff to draft a resolution stating the Council's intent to place a sales tax initiative of .5 percent on the November ballot and place it on the Council's July 20 agenda. If the Council wishes to add a marijuana excise tax, Council should direct staff to add such to the resolution draft.



MEMORANDUM

To: The Town of Crested Butte and Interested Parties
From: Hannah Kohut, Wendy Muzzy, and David Weinstein
Date: 11 June 2015
Subject: Feasibility research on Crested Butte, Colorado finance options

Local governments in Colorado enjoy one of the highest success rates for conservation finance ballot measures in the country. Roughly 76 percent of local conservation finance measures (102 of 134) on the ballot in Colorado between 1996 and 2014 were approved. Popular funding mechanisms for land conservation include property taxes, sales taxes, and bonds. The sales tax is the most often used finance mechanism. This memorandum examines two potential public funding options for land conservation in Crested Butte: an increase to the local sales and use tax, and imposition of a marijuana excise tax.

Background

Located in Gunnison County, Crested Butte is known as one of Colorado's great ski towns. The town offers myriad other reasons to visit too, including a wildflower festival, arts fair, summer music festival, and easy access to the Elk Mountains for a number of outdoor recreation pursuits. The 2010 population was 1,487 residents.¹

Crested Butte operates as a Home Rule Municipality, governed by a seven-member Town Council that includes a Mayor who is a voting member. Council members and the mayor are elected at-large for staggered terms.² Four seats, including Mayor, will be up for vote during the November 2015 municipal election.

Crested Butte Town Council	
Name	Term Expires
Walker "Skip" Berkshire	2015
Aaron Huckstep - Mayor	2015
Chris Ladoulis	2017
Roland Mason	2017
Shaun Matuszewicz	2015
Glen Michel	2015
Jim Schmidt	2017

The Town of Crested Butte currently levies a 3 percent Real Estate Transfer Tax (RETT) for streets, affordable housing, parks, and open space. The RETT was passed by voters in 1991 with 66 percent approval. Half the revenue from the RETT is dedicated to open space preservation; the other half is dedicated to capital improvement projects including parks and community centers. Total transfer tax revenue in 2013 was \$1,020,992.³

Funding Options

This memorandum examines two options for funding open space and parks in the Town of Crested Butte: an increase to the local sales and use tax, and imposition of a marijuana excise tax. Estimated revenue and costs are included, along with information on steps for implementation.

¹ Census QuickFacts.

² Town of Crested Butte, CO. Town Council: Contact the Council. http://www.crestedbutte-co.gov/index.asp?SEC=11D6ADA1-EA8D-467C-BBB3-0B9400F0026E&Type=B_BASIC

³ Town of Crested Butte, CO. 2015 Budget [http://www.crestedbutte-co.gov/vertical/Sites/%7B6058FFBB-CB06-4864-B42F-B476F794BE07%7D/uploads/2015_Budget_\(1\).pdf](http://www.crestedbutte-co.gov/vertical/Sites/%7B6058FFBB-CB06-4864-B42F-B476F794BE07%7D/uploads/2015_Budget_(1).pdf) p 30

Sales Tax Increase

Sales and use taxes are the largest revenue generator for many municipalities and counties in Colorado. The state levies a 2.9 percent sales tax. The maximum local sales tax rate is governed by voter approval. Home rule cities and towns, such as Crested Butte, are authorized to collect, administer, and enforce their own sales tax.⁴ The Town of Crested Butte currently levies a 4 percent sales tax, which raised approximately \$2.8 million in 2014.⁵ Additionally, a 4 percent use tax is imposed on construction/building materials and motor vehicles purchased outside the town that are used, stored, or consumed within the town. The use tax raised about \$258,000 in 2013.⁶

Sales Tax Rate Comparison - Colorado Mountain Communities	
Home Rule City	Sales Tax Rate
Winter Park	5%
Steamboat Springs	4.75%
Telluride	4.5%
Crested Butte	4%
Vail	4%
Glenwood Springs	3.7%
Snowmass Village	3.5%
Breckenridge	2.5%
Aspen	2.4%
Frisco	2%

Source: Colorado Department of Revenue. <https://www.colorado.gov/pacific/sites/default/files/DR1002.pdf>

Also within Gunnison County, the City of Gunnison and the Town of Mt. Crested Butte levy a 4 percent and 5 percent sales tax, respectively. Mt. Crested Butte levies a 3 percent use tax.

Sales tax rates among Colorado mountain towns range from a low of 2 percent in Frisco to a high of 5 percent in Winter Park. Of these, Crested Butte currently leans toward the higher end at 4 percent.

The chart at right shows annual revenue collected from 2004-2014 through the Town of Crested Butte 4 percent sales tax. Based off the

Crested Butte - Annual Sales Tax Revenue	
Year	Total sales tax revenue (4%)
2014	\$2,806,330
2013	\$2,408,495
2012	\$2,237,278
2011	\$2,142,608
2010	\$2,975,860
2009	\$1,936,765
2008	\$2,124,971
2007	\$2,176,131
2006	\$2,107,011
2005	\$1,887,131
2004	\$1,734,355

2014 total sales tax revenue, a figure of \$2.8 million was used to estimate the annual revenue potentially generated by a sales tax increase of 0.1 percent, 0.25 percent, and 0.5 percent.

As depicted in the table below, a 0.5 percent sales tax increase levied in the county would generate about \$350,000 annually at a cost to the average household of approximately \$46 each year. Spending by residents on taxable goods currently generates approximately 21 percent of estimated sales tax revenue collections in the city, while visitors and commercial spending generate the remainder.⁷

Estimated Revenue and Cost of Sales Tax Increase			
Sales Tax Increase	Estimated Annual Revenue*	Household Spending on Taxable Goods**	Annual Cost/Household
0.1%	\$70,000	\$18,256	\$18
0.25%	\$175,000	\$18,256	\$46
0.5%	\$350,000	\$18,256	\$91
1.0%	\$700,000	\$18,256	\$183

*Based on Town of Crested Butte estimated future sales tax revenue of \$2.8 million annually
 **Estimate assumes 31% median household income (\$58,889) spent on taxable items
 Source: Census Quickfacts <http://quickfacts.census.gov/qfd/states/12/12001.html>

⁴ Colorado Revised Statutes, 29-2-106.

⁵ Town of Crested Butte, CO. Sales Tax Totals, month/year. http://www.crestedbutte-co.gov/vertical/Sites/%7B6058FFBB-CB06-4864-B42F-B476F794BE07%7D/uploads/March_2015_for_web.pdf

⁶ Town of Crested Butte, CO. Personal communication with Lois Rozman, Finance and Human Resource Director. June 8, 2015.

⁷ Based on 4 percent sales tax rate and estimated 25 percent of median household income (\$58,889) spent on taxable items.

Municipal Sales or Use Tax Implementation

Due to the Colorado TABOR Amendment, majority voter approval is required for any sales tax increase (and revenue growth is limited to prior-year inflation plus growth per TABOR) at a regular election or special election, if no regular election will be held within 90 days of the adoption of the ordinance.⁸ In order to refer a tax measure to the ballot the Town Council must adopt a local ordinance. Ordinances require the affirmative vote of four members of the council for passage.⁹ An ordinance may also be proposed to town council by citizen petition signed by at least five percent of the registered voters of the town. The ordinance may be adopted without alteration by the town council, or approved by a majority of registered voters not less than sixty days and not more than one hundred fifty days after the petition was approved.¹⁰

A sales and/or use tax proposal must state the amount of the tax to be imposed and contain a description of the tax and make provision for any distribution of revenue between any municipal entities.

Colorado Local Marijuana Tax¹¹

In 2012, Colorado became the first state in the country to allow legal marijuana sales to adults over the age of 21 for any purpose. In 2013, the Colorado Legislature approved legislation to tax and regulate the distribution and sale of marijuana. The state levies a wholesale 15 percent excise tax on cultivated marijuana earmarked for school capital construction as described in Amendment 64; and a special 10 percent sales tax to be imposed over and above the state’s normal 2.9 percent sales tax. Of the special 10 percent sales tax revenue, 15 percent will be shared with the local jurisdictions in which the tax is collected, similar to the cigarette tax share back. Most Colorado municipalities have exercised their authority to either license or prohibit sales of marijuana in their community. Overall, 53 municipalities are allowing, 181 are prohibiting or have moratoria in place, and 26 are taxing retail marijuana establishments in their community. Statutory counties currently lack authority to impose an additional tax on marijuana sales. There is no legal cap to the amount of tax that may be imposed.

Municipal Marijuana Tax Status (as of Fall 2014)	
Municipality	Tax Rate
Aurora	5%; up to 10%
Basalt	5%
Black Hawk	5%
Boulder	3.50%
Breckenridge	5%
Cabondale	5%
DeBeque	5%
Denver	3.5%; up to 15%
Eagle	\$5 / transaction
Empire	\$5 / transaction
Fraser	5%
Frisco	5%
Gunnison	5%
Lafayette	5%; up to 10%
Lyons	5%
Mancos	up to \$10 / transaction
Manitou Springs	5%
Mountain View	5%
Northglenn	2%
Red Cliff	5%; up to 15%
Rifle	5%
Sedgewick	\$5 retail; \$100 wholesale
Silver Plume	up to 8%
Silverthorne	5%
Silverton	1% retail; 3% wholesale
Trinidad	5%
Totals	
Total opt out: 167	71% prohibit
Moratoria: 14	6% have moratoria
Licensing: 53	23% allow
Taxes: 26	12% tax
<i>Source: Colorado Municipal League http://www.cml.org/issues.aspx?taxid=11076</i>	

⁸ Colorado Revised Statutes, 29-2-102.

⁹ Crested Butte Town Council Handbook.

¹⁰ Colorado Revised Statutes, 31-11-104.

¹¹ Colorado Municipal League, Knowledge Now, Marijuana legislation implementation 2013. Colorado Municipal League, Knowledge Now, Marijuana in Colorado December 2014.

Twenty municipalities had tax measures on the November 2014 ballot related to the sale of retail marijuana, only four of which failed. Several of those communities authorized a floating tax within a range that may be adjusted without an election by the town board or city council.

Marijuana Excise Tax in Crested Butte

In Crested Butte, there were \$2.3 million in legal marijuana sales in 2014. A 5 percent tax would generate \$115,000 annually.¹²

Elections Information

The Town of Crested Butte currently has 1,480 active registered voters. Turnout for the most recent town election (2014) was 58 percent. Voter turnout for the past three town elections, and registered voters by party is shown below.

Crested Butte Voter Turnout - Town Elections			
Election Year	Registered Voters	Ballots Cast	% Turnout
2014	1,480	852	58
2013	1,401	733	52
2012	1,541	1,009	65

Source: Gunnison County Elections Office

Crested Butte Active Voter Registration		
Party	Registered Voters	Percent
Democrat	509	42
Republican	90	7.4
Unaffiliated	597	49.3
Other	16	1.3
Total	1,212	100

Source: Gunnison County Elections Office

A review of conservation spending measures previously on the ballot in Crested Butte and Gunnison County reveals only a few measure by which to gauge voter support. A 2014 measure on the ballot in Crested Butte asked voters to approve a 0.5 percent sales tax increase for parks and recreation. The measure failed by just 3 votes (397 – yes, 400 – no).

Conservation Spending Election Results Summary						
<i>Town of Crested Butte Measures</i>						
Election Date	Funding Mechanism	Description	Result	Votes Yes	Votes No	% Yes
November 2014	Sales Tax	Sales tax increase of 0.5% (from 4% to 4.5%) for parks and recreation facilities maintenance, parks and recreation capital/programs	Fail	397	400	49.8
November 1991	Real Estate Transfer Tax	1.5% real estate transfer tax for open space, wildlife, wetlands	Pass			66
<i>Recent Gunnison County Measure - Precinct 3 (Crested Butte) results</i>						
November 2012	Sales Tax	20-year renewal of 1% county sales tax for the Gunnison Valley Land Preservation Fund	Pass (81% approval countywide)	540	36	94

Sources: Gunnison County Elections Office, LandVote database www.landvote.org

¹² <http://crestedbuttenews.com/2015/04/council-will-look-at-sales-tax-increase-to-fund-parks/#more-6499>

The ordinance and ballot language from the failed 2014 measure is as follows:

*ORDINANCE NO. 8, 2014-An Ordinance Submitting to the Registered Electors of the Town of Crested Butte at a Special Election to Be Held on November 4, 2014, the Question of Whether, the Town of Crested Butte should Increase Taxes by Up to \$400,000.00 in the Fiscal Year Commencing January 1, 2015 and Ending December 31, 2015, and by whatever Additional Amounts Annually thereafter, by Imposing an Increase to the Town's Sales Tax and Use Tax Rates by 0.5% (i.e., from 4.0% to 4.5%), with Said Increase in Sales Taxes to Provide Revenue for Parks and Recreation Facility Maintenance and Parks and Recreation Capital and Programs and Said Increase in Use Tax to be Applied as it Always has been under the Crested Butte Municipal Code; Setting forth the Ballot Title; and Providing for the Conduct of the Special Election.*¹³

SHALL THE TOWN OF CRESTED BUTTE TAXES BE INCREASED BY UP TO FOUR HUNDED THOUSAND DOLLARS (\$400,000.00) IN THE FISCAL YEAR COMMENCING JANUARY 1, 2015 AND ENDING DECEMBER 31, 2015, AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER, BY IMPOSING AN INCREASE TO THE TOWN'S SALES TAX AND USE TAX RATES BY 0.5% (I.E., FROM 4.0% TO 4.5%), WITH SAID INCREASE IN SALES TAXES TO PROVIDE REVENUE FOR PARKS AND RECREATION FACILITY MAINTENANCE AND PARKS AND RECREATION CAPITAL AND PROGRAMS AND SAID INCREASE IN USE TAX TO BE APPLIED AS IT ALWAYS HAS BEEN UNDER THE CRESTED BUTTE MUNICIPAL CODE; AND SHALL THE TOWN BE AUTHORIZED TO COLLECT, RETAIN AND SPEND SUCH REVENUE AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

Other Colorado mountain towns have made efforts to pass a variety of sales and use tax measures in the past decade. Of the six measures shown below, two were successful and four measures failed. A 1996 measure in Breckenridge, CO successfully increased the local sales tax from 2 to 2.5 percent for open space. The chart below shows results only from sales and use tax measures; these and other municipalities may have gone to the ballot to raise funds for conservation through mill levy increases, lodging taxes, and other sources.

Colorado Mountain Towns - Conservation Sales and Use Tax Measures 1995-2014			
Municipality	Year	Measure	Result
Aspen	2000	Portion of 1% sales tax increase for open space	Pass
Breckenridge	1996	Increase sales tax 0.5% (from 2% to 2.5%) for open space	Pass
Breckenridge	1998	New 2.5% use tax with 0.5% dedicated to open space	Fail
Crested Butte	2014	0.5% sales and use tax increase for parks and rec	Fail
Glenwood Springs	1995	10-year 1/2 cent sales and use tax for open space acquisition	Fail
Glenwood Springs	1996	10-year, 1/4 cent sales tax for parks and open space	Fail

Source: Colorado Municipal League, *Municipal Tax/Tax Rate Questions, 1993–Spring 2015 Ballots*.
<http://www.cml.org/Issues/Elections/Election-Results/Election-Results-Tax-Rates/>

¹³ Town of Crested Butte, Town Code. http://www.crestedbutte-co.gov/index.asp?SEC=A4BBE00A-7968-424B-82A7-23187C7B724A&Type=B_BASIC

2015 Election Calendar

2015 coordinated election date: November 3, 2015

Dates of note:

- 24 July (Friday) – Last day for a political subdivision to notify the county clerk in writing that it has taken formal action and intends to participate in the Coordinated Election.
- 3 August (Monday), 3pm – Last day to file an initiative petition with the Secretary of State for the 2015 Coordinated Election. (No later than 3 months before the election)
- 4 September (Friday) – Last day for the designated election official to certify the ballot content. If the election will be coordinated with the county, the certification must be delivered to the county clerk and recorder of the county. (No later than 60 days before the election)
- 18 September (Friday) – Last day to file pro/con comments pertaining to local ballot issues to be included in the ballot issue notice. (Friday before the 45th day before the election)
- 2 October (Friday) – Last day to mail notice of election for ballot issues. (At least 30 days before a ballot issue election)



Staff Report

July 6, 2015

To: Mayor and Town Council
From: Todd Crossett, Town Manager
Subject: Discussion and direction regarding repair of Elk
Date: July 6, 2014

Background:

In September 2014 the Town hosted Whatever USA. As part of that event, the organizer, Western Colorado Events, painted the street blue. The original plan for returning the street to its original condition called for a slurry coat to be overlaid over the paint. The paint approved by the Town was specifically road grade paint. Unbeknownst to the Town, a member of the Mosaic creative team instructed the paint company to change the color mix of the paint. As a result, the integrity of the paint apparently became compromised and the paint began to run in a rainstorm immediately following the event.

In order to quickly remove the compromised paint, the Town brought in the only contractor available on short notice to grind off the blue paint. This grind removed most of the paint but resulted in an uneven surface. Another contractor with larger equipment was brought in during the first half of October to grind the street to a smoother surface in order for it to accept a slurry coat. Weather set in immediately following. Consistent late spring snow, rain and cool temperatures held off resurfacing of Elk until late June.

The Town brought in AZ Asphalt, the only contractor available in that timeframe. AZ Asphalt was new to the valley and had not been used by the Town.

The contractor experienced significant mechanical difficulties with their equipment and failed to achieve the necessary mix of product needed for a successful slurry coat application. The Town terminated the contract, and town crews removed the slurry coat that had been applied.

Based on the lateness of the season and concern expressed by Elk Avenue businesses about further closures of Elk during the summer season, and in consultation with Council members, staff made the decision to hold off on further resurfacing efforts until fall.

Options/Discussion:

Two options seem palatable at this time.

- 1) Asphalt overlay. United has brought in a technology used by their sister companies. It is new to the valley but proven within their company. It is a 3/4 inch asphalt overlay. It is thicker than slurry coat and is a traditional asphalt product. It does not require further milling of the street. At 3/4 inches the product will easily cover any underlying imperfections. It does not require the scheduling coordination, and potential associated delays, inherent in bringing in a milling machine. And it is an asphalt product that will be aesthetically consistent with the rest of Elk. See attached product information. The estimate for this is around \$51,000
- 2) Milling and re-paving. This would involve bringing a milling machine in from out of town to grind the street down further and then re-paving the street. Estimate for this is around \$96,000 to \$100,000.

Along with either option, staff recommends a fog coat over the remainder of Elk so that the color matches. This was planned along with the slurry coat. Cost is around \$2,000 - \$3,000.

Because of the dollar amounts involved and the probable necessity of the Town to contract directly for services and then recover the monies from Whatever USA, this work will likely need to be put out to RFP.

Recommendation:

Staff recommends that the Council directs staff to put out an RFP for a 3/4 inch asphalt overlay and fog coat to be completed in early September, as soon after Labor Day as possible.

Sustainable Thinlay Asphalt



Sustainable Thinlay Asphalt

What is Thinlay Asphalt?

Thinlay is an asphalt mix placed at 3/4 to 1 1/2 inches thick which utilizes a 1/4 inch nominal maximum aggregate size and a higher binder content. Thinlays can be used as an effective surface course mixture for new construction as well as pavement preservation efforts.

Advantages

- **Improved ride quality**
- **Bike & skateboard friendly**

Thinlay asphalt provides a smoother surface for driving, biking, and skateboarding. Family riding adventures become safe, smooth, and relaxing.

- **Smooth, quiet public and residential ride**

Thinlay asphalt provides a strong bond to underlying pavement through the use of an engineered tack coat.

- **Low life cycle costs**

Thinlay asphalt has been proven to have a longer life than chip seals, micro-surfacing, and other seal coats.

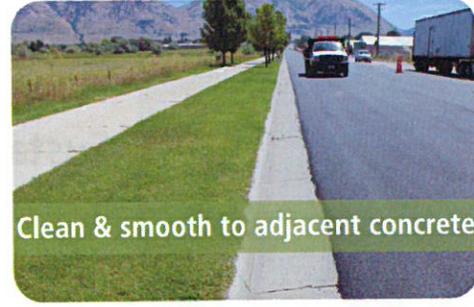
- **No lane leveling prior to overlay**

Thinlay asphalt fills ruts, voids, and blemishes without material displacement.

- **Added structural value, not just a surface treatment**

Thinlay asphalt keeps city and county roads in place longer than other pavement preservation techniques.

Sustainable Thinlay Asphalt



Brigham City Thinlay Project, Forest Street

The Study

A study conducted by the Federal Highway Administration concluded that the traveling public considers pavement conditions, which include ride quality, to be one of the top priorities for improvement next to traffic flow and safety. According to studies done by the National Asphalt Pavement Association, pavements built smoother tend to last longer.

The Perception

A road is judged by the public according to its smoothness and rideability. Even if a road is considered to be in good condition, if it is not smooth, the traveling public assumes it needs to be repaired.

The Solution

Thinlay asphalt is an overlay that can provide a smoother ride to travelers and will generally last twice as long as standard chip seals, microsurface treatments, and other seal coats. By choosing thinlay for road maintenance, pavement life is extended which will save money for the taxpayer.

Thinlay asphalt is also better for the environment because the overlay provides additional structure and load capacity to the road. A 3/4 inch overlay would equate to 300% more structure than micro-surfacing and chip seals! With increased traffic on secondary roads, this is an important advantage over micro-surfacing and chip seals.

And...It's Easy

Thinlay requires only one pass and no specialized equipment is needed making it easy for any asphalt contractor to install. In addition, there is less preparation needed.

www.stakerparson.com | 888-90-ROCKS



DAVID LEINSDORF
ATTORNEY AT LAW

P.O. BOX 187, 215 ELK AVENUE
CRESTED BUTTE, CO 81224-0187
EMAIL: david81224@gmail.com

TELEPHONE: (970) 349-6111
FACSIMILE: (970) 349-6243

June 19, 2015

Mr. Todd Crossett
Town Manager
Town of Crested Butte
P.O. Box 39
Crested Butte, Colorado 81224

Re: Woods Walk Signage

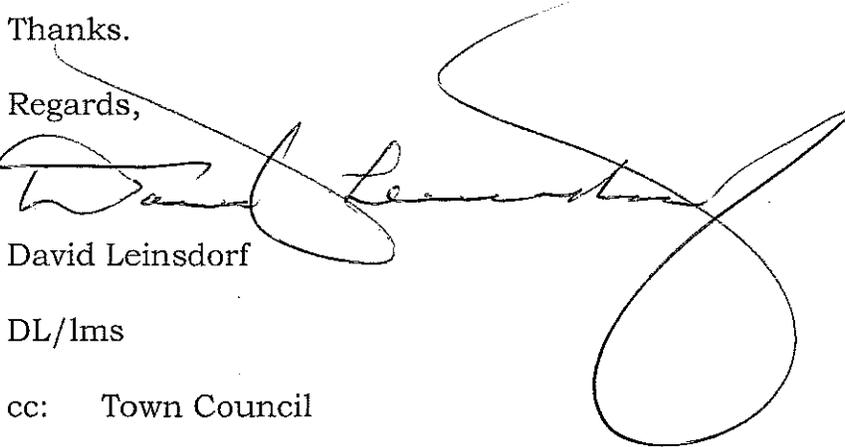
Dear Todd,

Last year I contacted your staff to suggest that the Town install signs directing pedestrians to the Woods Walk. Nothing has been done.

Daily, tourists take the wrong turn and wander around Treasury Hill lost, looking for the Woods Walk. I think it is incumbent on the Town, which purports to be a pedestrian friendly place, to make it easier for out of towners to find their way. Three or four signs starting at the west end of Maroon Avenue is all it would take.

Thanks.

Regards,

A large, stylized handwritten signature in black ink, appearing to read "David Leinsdorf". The signature is written over the printed name and extends across the width of the page.

David Leinsdorf

DL/lms

cc: Town Council

THIS LETTER IS ADDRESSED TO:

Todd Crossett, the Crested Butte Town Council and Michael Yerman
Dear Sirs,

Before you start to sigh as you begin to read this, please be aware that those of us who wish to solve this problem are MANY, VARIED and COMMITTED.

I know all of you are very busy right now and the last thing you all want is to add something else to your agenda. This letter is an effort to offer a solution to our ongoing issue with speeding on the streets in town. Specifically the side streets that are full of bikes, children and pedestrians: our core use demographic. These beautiful quiet side streets with full time residents as well as visitors need a little more help encouraging the motorized traffic to slow down to our quite reasonable 15MPH limit. There is much town agreement and support for this.

Michael Yerman has been kind enough to meet with me and explain the overview of the long-term traffic study. He reminded me that it is much too late this summer to implement any large ideas and I understand that completely. We do, however, need some short term solutions for this season. I would like to formally request that whichever streets that would like them could get the temporary 15MPH signs for the middle of their block (our street requested one last summer and were told that the town was "out"). If the town needs to order more, then I'd like to request that in addition.

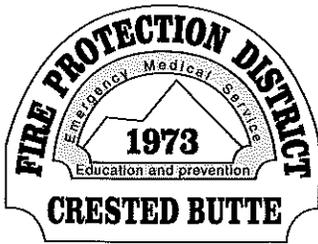
I have personally researched the speed vs accident ratios. I have researched other town's solutions to this problem. I have researched and priced out temporary speed bumps. The best long term solution (for the summer months only) that Michael Yerman and I seemed to agree on is the concept of "pinching" whereby a street is intermittently made smaller in various ways. In an effort to solve the speeding issue while keeping with our small town beautiful and friendly aesthetic I would like to propose bringing back the neighborhood flower boxes to the streets that would like them. These boxes were effectively used for many years, providing the narrowing effect while keeping our aesthetic. The ground work for implementing this solution could be a simple volunteer committee. The cost per street would be minimal, if the boxes do not already exist in storage somewhere. The maintenance could be carried out by the residents if the town has too much to do- perhaps in conjunction with the Wildflower Festival garden tour.

Remember, those of us who support this are many, varied and committed. Most of all let's please not wait for someone to get hurt or another summer of flared tempers.

Thank you for your time and attention. I will be looking forward to hearing when I can pick up my sign.

Sincerely, Sally K. Johnson 119 Gothic Ave. 275-8629

SKJ . 6/22/15



CRESTED BUTTE FIRE PROTECTION DISTRICT

306 MAROON AVENUE
P.O. Box 1009
CRESTED BUTTE, COLORADO 81224
(970) 349-5333 FAX: (970) 349-0438

June 23, 2015

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

Dear Mayor Huckstep & Council members:

We have learned that an updated plat for the proposed annexation does not contain a civic use site for a fire station. We are very disappointed with this development as the property provides the best hope for the location of a much needed larger fire station to serve the Town of Crested Butte.

In 2005 the Fire District received BOZAR approval for the expansion of the existing station. However, BOZAR also issued a statement encouraging the Town and Fire District to secure a different site with less obstructed access to HWY 135--6th Street--Gothic Road. Preliminary discussions of the proposed Foothills annexation were ongoing at that time and there was general agreement that a building site for a fire station on that site was superior to expanding the Maroon Street station.

Our master planning anticipates going to the voters for a General Obligation Bond to build a new fire station and construct a 3-plex on our Paradise Park tract. Currently, the Fire District has no outstanding debt and with the anticipated significant increase in the assessed valuation for the next budget year, the District will be in a very positive financial situation to take on the debt.

We encourage the Town to reconsider the provision of building site for a new fire station to be provided within the proposed annexation.

Sincerely,

Paul A. Hird
Chairman, Board of Directors

CC: Todd Crossett, Town Manager

Lynelle Stanford

From: Aaron Huckstep
Sent: Tuesday, June 30, 2015 8:51 AM
To: Daniel Weiss
Cc: Lynelle Stanford
Subject: RE: Streets

Hi Dan,

Thank you for emailing me regarding the condition of Elk Avenue. I appreciate your input. I am copying Town Clerk Lynelle Stanford on this email so that your comments become part of Council's record on this issue. I will also be sure that your email is shared with Council.

Best Regards,

Aaron J. Huckstep ("Huck")
Mayor, Town of Crested Butte
Direct: (970) 349-2009
Town Hall: (970) 349-5338

From: Daniel Weiss [mailto:hurhugo@aol.com]
Sent: Monday, June 29, 2015 5:49 PM
To: Aaron Huckstep
Subject: Streets

Dear Mayor Huck,

I have a major concern about the condition of Elk Ave. and the further postponement of its repair.

I have been a resident of Crested Butte since 2003 and have now become disabled. I walk with a cane. So walking is difficult for me under normal conditions. Now that Elk Ave. continues to be rough and uneven, I find I'm more likely to stumble or fall.

I really feel that the decision to further postpone repairing the street possibly puts myself and others at risk and therefore is not acceptable.

I go to physical therapy (on Elk Ave.) and frequent restaurants there as well, so this impacts me on a daily basis.

Hopefully this decision will be reconsidered. Crested Butte needs to be safe for all disabled people, residents and visitors alike.

Thank you,

Dan Weiss

Lynelle Stanford

From: Aaron J. Huckstep <huck@hucksteplaw.com>
Sent: Tuesday, June 23, 2015 2:18 PM
To: 'diane aronovic'; Todd Crossett
Cc: Lynelle Stanford
Subject: RE: Elk Ave

Thanks for your email, Diane. It is a mess, in no uncertain terms. I am copying Town Clerk Lynelle Stanford on this email so that all of Council can receive your comments.

Best Regards,

Aaron J. Huckstep
("Huck")

www.hucksteplaw.com

P: (970) 349-2009

F: (970) 797-1023

Find interesting and insightful articles by
Following us on Facebook at www.facebook.com/HuckstepLaw

From: diane aronovic [mailto:diane@cb-realty.com]
Sent: Tuesday, June 23, 2015 1:51 PM
To: Aaron J. Huckstep JD CPA; tcrossett@crestedbutte-co.gov
Subject: Elk Ave

Are you kidding me? After being completely closed off all day today, the out of town contractor failed once again, and Elk isn't paved. I don't know why you don't just wait until the fall at this point. Today's interruption of business was bad enough, the rumor that they will be trying again next Wednesday, July 1, is absurd! Why not just wait until July 4th at this point? Please have some respect for local businesses and wait until a more appropriate time to pave.

Diane

Diane Aronovic
diane@cb-realty.com
(970) 209-0405
<http://crested-butte-realty.com/>

Lynelle Stanford

From: Aaron Tomcak <mountainspiritsliquors@gmail.com>
Sent: Tuesday, June 23, 2015 12:25 PM
To: Lynelle Stanford
Subject: Elk Ave closures.

Dear Council

Just received word the current road crew was fired and the road will be fixed next week (first week in July). As a business owner on Elk Ave I feel the repair should be put off until fall. Every day the road is closed regardless of the event, I loose money. During this time of year it is about \$1000-\$1500 in sales each time it is closed. This time of year is too important for my business's well being to have the road closed again. It has been closed three days already, which is about \$4500 of lost sales. Why should I lose more? I am already uncertain about the fourth since we are trying a new street closing which seems as though, it will be another loss for us on Elk Ave.

Aaron Tomcak
Mountain Spirits Liquors

Sent from my iPhone

Lynelle Stanford

From: kevin hartigan <kkh33bpeasful@gmail.com>
Sent: Tuesday, June 23, 2015 12:00 PM
To: Lynelle Stanford
Subject: Please forward to council

dear town council,

Please leave the street how it is until fall. We cannot afford to have Elk Avenue closed another day, especially during June through September. Again, please do not finish the roads until a later date.

Sincerely,

Kevin Hartigan and the Hartigan
The Last Steep

--

Kevin K. Hartigan
PO Box 2265
Crested Butte, CO 81224
970-306-3062
kkh33bpeasful@gmail.com
kevin@thelaststeep.com

**Sales Tax Totals
May**

	% of Total	2015	Δ %	2014	Δ %	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004
Bars & Restaurants	25%	31,617	1.6%	31,106	11.5%	27,888	26,575	20,363	19,001	21,640	20,506	22,848	22,162	18,358	16,823
Grocery Sales	13%	16,461	3.2%	15,947	8.6%	14,683	14,363	12,554	12,668	13,788	15,375	16,919	15,478	13,498	13,240
Retail	28%	35,600	15.2%	30,890	7.7%	28,691	25,138	20,896	21,386	20,212	20,066	25,417	23,017	23,802	19,859
Lodging	4%	5,143	85.5%	2,772	-15.4%	3,276	3,284	2,133	1,976	1,979	2,212	3,520	4,202	3,497	3,242
Construction, Auto & Hardware	18%	22,564	21.4%	18,593	21.6%	15,293	18,761	14,548	14,278	16,095	19,984	21,457	19,711	17,603	18,563
Services (telephone, car leases, etc...)	6%	7,494	8.9%	6,882	-2.0%	7,023	7,009	7,196	4,983	5,176	6,226	9,507	7,322	5,930	7,605
Other (Gas, Electric, etc...)	7%	8,973	-6.3%	9,573	8.0%	8,865	7,598	9,186	8,506	7,871	9,132	7,766	7,945	6,225	9,326
Total	100%	127,852	10.4%	115,762	9.5%	105,719	102,728	86,876	82,799	86,761	93,502	107,435	99,837	88,914	88,658

Year to Date Sales Tax

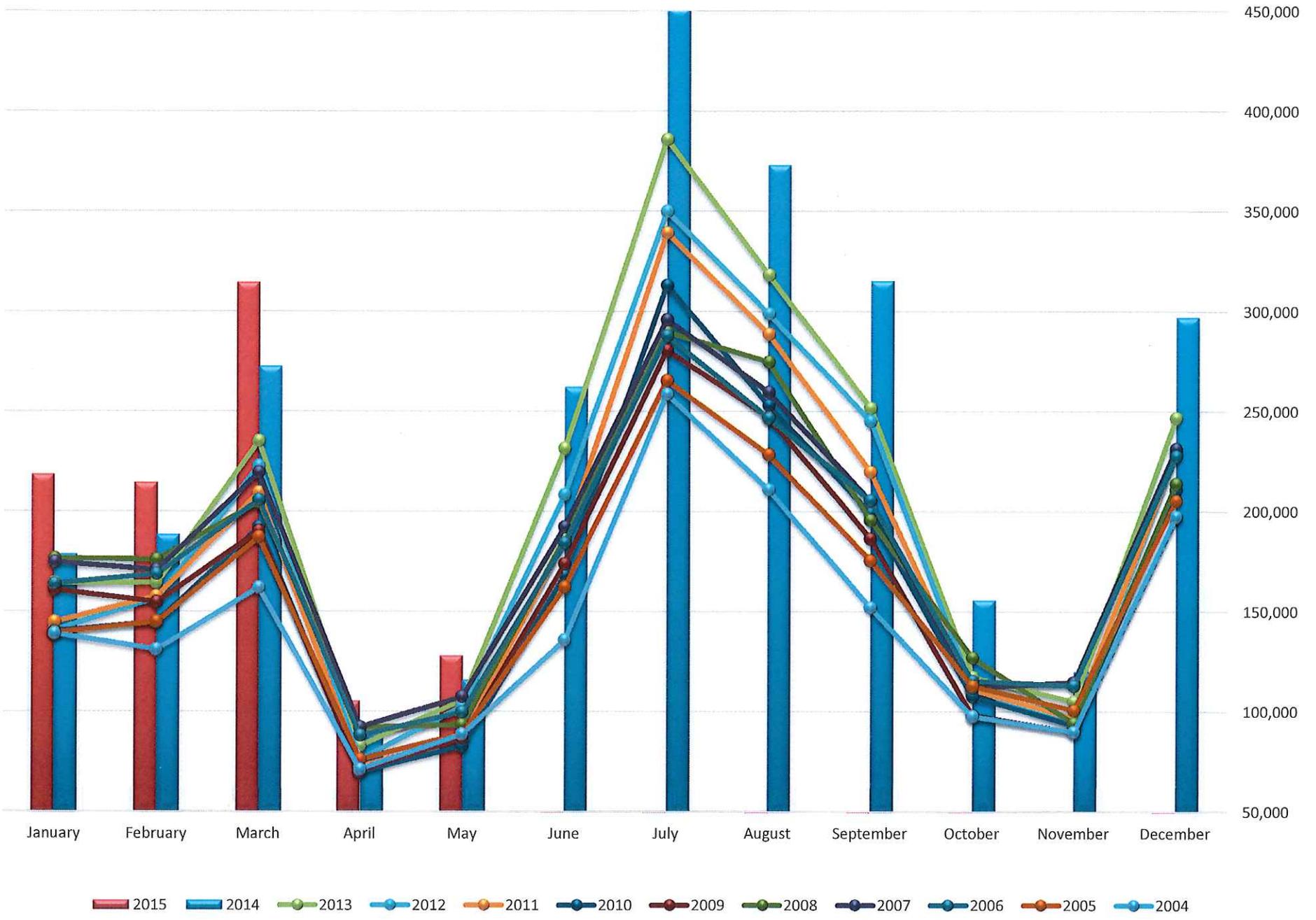
	% of Total	2015	Δ %	2014	Δ %	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004
Bars & Restaurants	33%	319,978	15.7%	276,586	13.4%	243,824	224,098	209,752	194,040	200,753	223,611	225,194	207,790	177,261	165,059
Grocery Sales	12%	116,631	7.3%	108,692	13.7%	95,564	90,313	89,691	86,440	97,400	113,572	112,432	99,481	90,138	81,128
Retail	26%	256,076	20.1%	213,205	11.1%	191,888	172,929	165,653	158,707	155,723	176,166	189,756	191,638	182,233	160,477
Lodging	10%	94,267	41.5%	66,629	16.3%	57,305	47,691	49,335	39,492	39,178	45,297	39,810	46,745	39,021	28,045
Construction, Auto & Hardware	8%	82,097	22.2%	67,155	9.5%	61,332	65,456	58,404	57,079	68,090	76,757	98,382	77,625	69,208	68,430
Services (telephone, car leases, etc...)	5%	47,175	-1.3%	47,809	18.1%	40,484	37,345	34,181	31,193	33,293	37,562	43,192	39,894	30,675	41,596
Other (Gas, Electric, etc...)	7%	64,406	-2.1%	65,820	6.2%	61,964	61,185	64,235	63,139	68,828	69,944	56,103	63,267	48,035	47,055
Total	100%	980,630	15.9%	845,897	12.4%	752,361	699,017	671,251	630,090	663,265	742,909	764,869	726,441	636,570	591,791

**Sales Tax Totals
month/year**

	2015	Δ %	2014	Δ %	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004
January	218,409	22.3%	178,624	8.8%	164,184	140,874	144,719	140,101	160,880	176,523	174,827	163,832	139,350	138,994
February	214,471	13.8%	188,546	14.7%	164,402	156,639	157,612	144,899	154,777	176,016	170,840	168,818	144,990	131,003
March	314,614	15.4%	272,671	15.9%	235,215	222,821	209,508	192,397	190,312	204,826	219,530	205,882	187,240	162,014
April	105,282	16.6%	90,294	9.0%	82,841	75,955	72,536	69,893	70,535	92,042	92,237	88,071	76,076	71,121
May	127,852	10.4%	115,762	9.5%	105,719	102,728	86,876	82,799	86,761	93,502	107,435	99,837	88,914	88,658
YTD	980,630	15.9%	845,897	12.4%	752,361	699,017	671,251	630,090	663,265	742,909	764,869	726,441	636,570	591,791
June	0	-100.0%	262,233	13.3%	231,505	208,541	186,343	168,318	173,948	186,660	192,340	184,335	162,259	135,688
July	0	-100.0%	451,499	17.0%	385,817	349,992	339,212	313,088	280,628	289,756	295,911	287,881	265,411	258,666
August	0	-100.0%	373,145	17.3%	318,141	298,802	288,719	253,153	247,169	274,770	259,652	246,720	228,415	211,080
September	0	-100.0%	315,197	25.2%	251,681	245,166	219,774	199,118	186,503	195,685	205,286	205,599	175,397	151,921
October	0	-100.0%	155,667	32.8%	117,220	111,921	111,103	107,695	98,120	127,093	111,956	115,367	112,837	97,726
November	0	-100.0%	120,122	14.4%	104,983	92,783	96,695	93,314	89,737	94,189	114,666	112,958	100,716	89,852
December	0	-100.0%	296,964	20.3%	246,787	231,055	229,511	211,084	197,395	213,908	231,452	227,710	205,526	197,632
Total	980,630	-65.2%	2,820,725	17.1%	2,408,495	2,237,278	2,142,608	1,975,860	1,936,765	2,124,971	2,176,131	2,107,011	1,887,131	1,734,355

**** Bold numbers reflect highest sales tax for that period**

2004-2015 Total Sales Tax



July 20, 2015

Work Session

New Business

Coal Creek Watershed – Upper Slate Watershed Update

Peanut Lake Riparian Restoration Project

GCEA Charging Station – Letter of Support

Housing Authority – Needs Assessment

Pre-Annexation Agreement

Letter on Club 20 – Federal lands turned over to the State – Schmidt

Future Worksession Items:

- VRBO
- Micro Lots
- Vending at the Four Way
- Cemetery Committee (Update and planning future work)
- Camping @ Town Ranch (allow? Not allow? Allow camping in other places?)
- BLM and OBJ Campground/Seasonal Housing Shortage (this could be combined with others – especially the Affordable Housing item at the bottom of this list)
- CBMBA and Trail priorities/signage (basically – what is the future plan for new trails/existing trail completion in the valley? What should be our priorities as a Council?)
- Perimeter Trail – Update, timelines, costs, what does this look like when finished
- Land Trust and Town Preservation Priorities – basically a joint planning/discussion with the CBLT (maybe in Exec Session if they would like) to confer on the priority parcels identified by the CBLT and the priorities of the Town (for planning future open space acquisitions). Maybe even a discussion about purchasing trail easements.
- Elk Avenue Rule Set re: Private Clubs – the whole “private clubs on Elk Avenue” concern that was raised when Irwin obtained a private liquor license for the Scarp Ridge Lodge.
- What do we want to become? – or said differently, follow-up planning process for the Whatever USA
- Affordable Housing/Density/Workforce – Blk 79/80 – Discussion of the question “how do we deal with the shortage of employees from the 2014 summer? What should we expect in 2015 and how will we address another shortage?”