



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, August 25, 2014

Council Chambers, Crested Butte Town Hall

6:00 REGULAR COUNCIL MEETING CALLED TO ORDER BY MAYOR OR MAYOR PRO-TEM

6:02 APPROVAL OF AGENDA

6:03 CONSENT AGENDA

1) Approval of August 5, 2014 Minutes.

6:05 PUBLIC COMMENTS

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.

6:20 STAFF UPDATES

Request to amend Affordable Housing 2014 Budget to Increase Housing Maintenance Line Item.

6:40 PUBLIC HEARING

1) Discussion of Major Special Event Permit Application by Western Colorado Events, LLC for Activities to be Held in Crested Butte between August 26, 2014 and September 12, 2014.

2) Resolution No. 11, Series 2014 – A Resolution Approving the Application for a Major Special Event Permit by Western Colorado Events, LLC for Activities to be Held in Crested Butte between August 26, 2014 and September 12, 2014.

3) Ordinance No. 10, Series 2014 – An Ordinance Amending Chapter 6 of the Crested Butte Municipal Code to Add Regulations for the Creation of an Entertainment District in which Common Areas for the Consumption of Alcohol May be Operated by a Promotional Association.

4) Ordinance No. 9, Series 2014 – An Ordinance Amending and Replacing the Affordable Housing Guidelines for Paradise Park Subdivision, Blocks 77 and 78 Contained in Appendix N, Part VII of the Crested Butte Municipal Code, Applicable to Block 77, Lot 4, Unit B Only; Amending and Replacing the Affordable Housing Guidelines for the Town Ranch House Contained in Appendix N, Part IV of the Crested Butte Municipal Code; and Amending the Rental Guidelines for Town Owned Units the in the Affordable Housing Guidelines for Paradise Park Subdivision, Blocks 77 and 78 Contained in Appendix N, Part VII of the Crested Butte Municipal Code.

10:00 NEW BUSINESS

- 1) Resolution No. 10, Series 2014 - Resolutions of the Crested Butte Town Council Creating an Entertainment District Authorized by C.R.S., § 12-47-301. (*if necessary*).
- 2) Ordinance 11, Series 2014 – An Ordinance Amending Chapter 16, Article 18 of the Crested Butte Municipal Code to Include Regulations for the Allowance of Signs on Public Property where Certain Conditions Are Met.
- 3) Discussion and Possible Action Regarding Award of Design Build Contract for Tennis Court Replacement Project with Renner Sports in an Amount not to Exceed \$240,000.00.
- 4) Discussion and Possible Action Regarding Letter of Support for Fund Raising Effort for the Center for Arts for a New Arts Facility Located at Lots 6,7,8,9,10 and 11, Block 50, Crested Butte.

11:00 LEGAL MATTERS

11:15 COUNCIL REPORTS AND COMMITTEE UPDATES

11:30 OTHER BUSINESS TO COME BEFORE THE COUNCIL

11:45 DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Tuesday, September 2, 2014 – 6:00PM Work Session – 7:00PM Regular Council
- Monday, September 15, 2014 – 6:00PM Work Session – 7:00PM Regular Council
- Monday, October 6, 2014 – 6:00PM Work Session – 7:00PM Regular Council

11:15 ADJOURNMENT

MINUTES
Town of Crested Butte
Regular Town Council Meeting
Tuesday, August 5, 2014
Council Chambers, Crested Butte Town Hall

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

Councilmembers Present: Jim Schmidt, David K Owen, Glenn Michel, Roland Mason, and Chris Ladoulis.

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

Chief Marshal Tom Martin, Public Works Director Rodney Due, Finance Director Lois Rozman, Parks and Recreation Director Janna Hansen, and Town Planner Michael Yerman (all for part of the meeting).

Approval of the Agenda

Crossett added an Executive Session at the end of the meeting for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e) after Other Business.

Belkin reversed item numbers 4 and 5 under New Business and also changed item number 5 to the first order of business under New Business.

Schmidt moved and Mason seconded a motion to approve the amended agenda. A roll call vote was taken with all voting, "Yes," except Owen voted, "No." **Motion passed.**

Consent Agenda

- 1) Approval of July 21, 2014 Minutes
- 2) Approval of Special Event Application for the Contractor/Vendor BBQ on August 20, 2014 at Alpine Lumber from 10AM to 2PM requiring ½ a block of Belleview Avenue to be closed from 4th Street to Alpine Lumber's front gate.

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

Public Comments

Steve Glazer

- Reported that there was a US Geological Service (USGS) stakeholders meeting. There were discussions of a water quality plan and water quantity monitoring programs. He said he had news that a federal agency comes bearing gifts that will present an opportunity to take over the gauge (potentially located in Coal Creek), and the Upper Gunnison District can cover the cost. There are two locations considered for the gauge. Their fiscal year ends October 1, and they are interested in getting it done in this year's budget. Glazer said they are asking for an easement permitting the government to utilize Town property. Glazer also asked the Council that in the budgeting process to consider adding \$2500 for next year to be a partner in O and M (operating and maintenance) of the gauge. USGS is offering to pay for part of the O and M, which they hadn't offered in the past. Glazer wants the easement process fast tracked in order to utilize the money by October 1.
- The Council instructed Crossett and Due to follow up to grant necessary approvals, which Due said would be handled with a licensing agreement.

Elliot Stern

- Reported to the Council that late last October or early November, the Crested Butte Parks Master Plan disappeared from the website. Informally, he spoke with former Parks and Recreation Director Jake Jones, and the website link has been dead for the past year. Stern felt that with the Town asking for a sales tax increase, the master plan should be available on the website and it would be appropriate to have the document for review. Also, Stern was unable to find a copy at the library. Hansen said she would follow up immediately to make the plan available.

Staff Updates

Rodney Due

- Will start the public process for the licensing agreement and make sure the location is appropriate in Coal Creek (in reference to Glazer's report on the gauge for Coal Creek).
- The Town has no obligation to install the gauge.
- Race officials for the Pro Challenge targeted repairs at the intersection of 2nd Street and Whiterock. The paving portion is going to cost \$3,200. It will cost about \$1,000 to \$1,500 to replace the valley pan, so the total will be \$5,000 to fix the intersection. It will be absorbed in the Public Works Department's budget, but Due wanted the Council to know that the repairs are being done now because of the upcoming event.

Tom Martin

- Reported to be very busy this summer. Arts Fest was a huge success, and the weather cooperated.
- He said there have been less than five bear calls this summer. There has been ample food in the backcountry. The young bears sprint out of Town when caught. He gave kudos to business owners, residents, and the weather.

Michael Yerman

- 50 people showed up for the Baxter Gulch trail workday. He reported the trail is dialed in to the river crossing. They are working on new alignment to move it closer to the river.
- Mentioned there will be an Avalanche Park overnight to complete more trail work in the area.
- Said the Youth Corp kids did fantastic job on their trail work.
- On September 25, Thursday night, there will be a second meeting to discuss the Transportation Plan. It is planned because Kimley Horn is available to come to town.

Janna Hansen

- Reported she received one proposal for the tennis courts project.
- There is an RFQ for the Big Mine Park on the website.
- Schmidt asked Hansen if the tennis court bid was in the ballpark. Hansen said since there is only one proposal the committee is meeting to decide if they want to move forward with the single proposal. Crossett added they are trying to get it in before the weather turns, but the Town has two full years, until June 2016, to complete the project.

Lois Rozman

- Sales tax for June is up 7.4%. Rozman said it was a record June for Crested Butte.
- She said every month this year but April has been record setting.
- Overall, sales tax is up 10% for the year.
- Asked the Council if they are still in support of the effort with Mt. Crested Butte on the Growing Winters program. The Council agreed they were still supportive.
- Ladoulis asked if Rozman would report on sales tax for the three licensed retail marijuana establishments. He said there is curiosity in how the segment is doing. Rozman said she would give the Council a lump number for all three establishments for July in the first part of September.

Lynelle Stanford

- Reported the Cemetery Committee met, and there was discussion of tombstones that had degraded. The committee will request funds in the budget to work on repairing tombstones that may pose a safety risk.
- Currently working on a liquor license transfer for Maxwell's.

Todd Crossett

- The budget process has begun.
- Has worked on the job description for the Deputy Clerk. The position will be advertised next week. This will be the first time Town will be fully staffed since he's been here.
- Starting informational meetings on parks and rec funding. He and Hansen will be doing a presentation for Rotary later this month and will be presenting to any other organizations that may request it.
- VCUP comments are in and looking good.
- There was a Vinotok meeting today, and generally speaking, Crossett reported staff has been putting in a lot of effort with special events.
- Owen questioned Crossett when an upcoming major special event might be coming before the Council. Crossett answered they are shooting for the August 25th meeting. It is currently being worked through on a staff level. Owen wondered if that would be enough time for public input.
- Schmidt asked Crossett if there is a property being considered for annexation. Crossett said there was a meeting with the new owners of the Foothills project on the old dump north of Town. Belkin said if the property was already annexed and they were presenting a land use proposal, it would be a quasi-judicial process. But since it is already an annexation, there is a major legislative component. It is a major negotiation element. The decision will need to be made by the Council on how they want to treat it.
- Mason asked if there are any new developments or updates on Caddis Flats. Crossett answered that the tax credits are being sold through this month. The goal was to have them sold by the end of August. The market rate is higher than the original estimate. There may be a process that is brought in front of the Council. He originally thought it was administrative, but now something might have to go on the ballot. Owen has a housing authority meeting tomorrow and may have an update.
- Owen asked if there was an indication from the VCUP comment letters that were in from multiple agencies. Crossett said his impression is that the state is going to be taking a look at them with multiple groups. He said they are very thoughtful and have good feedback. Crossett said he did not have an indication of how the decision will go. He said they are going to be looser with their timeframe to make sure they process it and understand.

Public Hearing

1) Ordinance No. 7, Series 2014- An Ordinance Amending the Subdivision Exemption Criteria Contained in Chapter 17, Article 3 of the Crested Butte Municipal Code.

In his staff report, Yerman recommended to pass the ordinance. Huckstep confirmed that nothing has changed since the last meeting and the staff report. There was a clause added

for the Council to bless the agreement and due diligence for putting in new streets which will apply to zoned and platted lots.

There were neither public comments nor further Council discussion.

Michel moved and Schmidt seconded a motion to approve Ordinance No. 7, Series 2014. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

2) Ordinance No. 8, Series 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.

Public hearing opened. It was confirmed there were no changes from the time of Rozman's staff report. The proposed recommendation is to keep the sales and use tax at the same rate and to adopt Ordinance No. 8

Public hearing closed, and there was no further Council discussion.

Schmidt moved and Mason seconded a motion to approve Ordinance No. 8, Series 2014. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

New Business

- 1) Ordinance No. 10, Series 2014 – An Ordinance Amending Chapter 6 of the Crested Butte Municipal Code to Add Regulations Respecting the Creation of an Entertainment District in which Common Areas for the Consumption of Alcohol May be Operated by a Promotional Association.

Huckstep said it was worth the Council talking about the major special event more openly. He said in looking back at his notes, the larger community has known since last April 2014, when the Council was willing to entertain the concept. He compared the impacts of the proposed event to the Arts Festival in the way of road closures, pedestrian flow on Elk, and entertainment. Huckstep cited concern of closing off of Elk to citizens and visitors and how it may exclude minors from this particular area. The Council would have a hard time approving if there is consideration of closing Elk Avenue to citizens. Huckstep said the Town is not endorsing any brand.

Owen added that it has not been before the Council, except as a concept. He said he hoped tonight would have been the night of the public hearing, but he said it seemed as

though staff will be ready to present on August 25th. Crossett said it depends on getting everything from the applicant. He confirmed the Town has not approved it in secret, and the Council strongly agreed that the event has not been approved. Belkin said the application has not been submitted, and it has to come before the Council in a public hearing

Schmidt asked if there is a concept that minors will not be allowed on Elk Avenue. Belkin said the applicant does not feel that involving minors makes a lot of sense. Crossett said the Town wants to keep Elk open to the greatest extent possible. The question was posed if an entertainment district speaks to the allowance of minors. Belkin said, yes, they are allowed; however, this particular event does not want minors comingled with what they do. He reiterated there is no application yet, but they want to provide additional activities to include children. Schmidt asked about a 19 year old that might need to go to the post office. Owen stressed again that there has been no approval. Belkin said the Council would talk in greater detail and get into incremental issues during the hearing on August 25th.

Belkin said the Town is able to require as part of the contract that the event pays for the set up of the entertainment district, insurance costs to make it turn key for 2015, inclusive of security. A big issue is if they pay for security for two or three events, pilot it in 2014 and a couple more in 2015. Then the promotional association does not need to pay for it. If businesses determine they do not want it, they can let it lapse. Huckstep asked if there was support from business owners. The Town on behalf of the event, to explore potential participation of businesses, has contracted Dan Marshall. Marshall said he has reached out to nearly every bar and restaurant on Elk Avenue. He is now moving beyond to 3rd Street. He said everyone he has talked to gives a thumbs up. Marshall reported that in face-to-face conversations with owners and managers, everyone sees it as a great way to use the entertainment district as a pilot project. Business owners like that the sale of alcohol originates on the side of the business.

Joel Lewis, who owns the Talk of the Town, said he appreciates the Council looking into an entertainment district. He thinks it is a great thing for Town. He said the only negative he has heard is that everyone should be involved, not just those who are older than 21. He does not want to take away from family's experiences in Crested Butte. He suggested restricting access on Elk during a certain timeline, such as 10PM to 2AM, but it should be full access other than that.

Andrew Canale, representing Teocalli Tamale, said the owner is interested in becoming a part of the promotional association and the opportunities that it might provide.

Kyleena Falzone, who owns multiple restaurants in town, said she is in favor of the event. She said an entertainment district opens up a lot of possibilities of other things. She said to allow the event on Elk and allow families to stay on the sidewalks. She said she is all in all in favor of the entertainment district.

Jeff Scott, resident of Crested Butte, said that he likes the idea of the district. His biggest concern would be security and how we as a small community can make sure that we contain such special events if they grow to different magnitudes. If things do grow, he wondered if we have support to manage the community.

Noel Adam, owner of Zacchariah Zypp and Company, said that in his 42 years in town, when events happen that close off parking to downtown, his statistics show that when parking spots are eliminated, his sales drop 50 to 70 percent. He said that is the only variable that he can really find. People that come to shop want to be close to their cars. He said that in big cities, people drive around for 30 minutes just to find a parking spot 2 minutes closer to their destination. It was said that Yerman would add Adam's comments to the discussion of the Transportation Plan.

Molly Murfee, event organizer of long time special event, Vinotok, said she has a lot of thoughts and comments probably reserved for 25th hearing. She said it feels awkward for a lot of us that haven't been talked to and what it means and what kind of money is involved. She hopes the Town is not going through the process of making special exceptions. She said the application for Vinotok is arduous which is put on for the community. She thinks that making a special entertainment district sounds good, but she hoped it was not a special exception for a certain event.

Dennis Hall, a long time local resident, has concerns that he said are probably best addressed at public hearing. He said the timing seems rushed. For a hearing to occur on the 25th, that is only 10 days to do a whole lot of stuff before the event. The applicant is going to have to come in with substantial paperwork. He asked questions such as: Who's doing the ID checking? Who's doing the security? If it's an outside outlet, he said he sees red flags. How about the timing? He asked the Council if it seems quick to do all of that in 10 days. Huckstep said on the 25th they expect something that does not have loose ends to be wrapped up. Huckstep said the staff has reviewed it. Crossett confirmed that staff is processing information to be able to get a recommendation. He said if staff does not feel okay, it will not be recommended. Hall said the non-disclosure bothers him.

Michel said downtown business owners are enthusiastic. He views the entertainment district as a great amenity. However, there are residents that are very near the potentially created entertainment zone. Folks choose to live downtown, but that's where he'll struggle.

Owen said he is concerned about the timing of it as well. He can understand and can see the potential benefits beyond this major special event. The Council further discussed if the district that is being created is the appropriate size and if it includes enough areas. In the example of Vinotok, it would be great for people to buy a beer from Kochevar's and take it down to the fire. Ladoulis asked the Council if they're trying to promote business or consumption. If they're supporting business, then the current perimeter is appropriate.

Ladoulis moved and Schmidt seconded a motion to set Ordinance No. 10, Series 2014 for public hearing on August 25, 2014. **Motion passed.**

- 2) Resolution No. 10, Series 2014 – A Resolution Creating an Entertainment District Authorized by C.R.S. 12-47-301.

Resolution is required in conjunction with Ordinance No. 10, Series 2014, so this item is continued to August 25th.

Schmidt moved and Mason seconded a motion to continue Resolution No. 10, Series 2014 until the August 25, 2014 meeting after the Public Hearing. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

- 3) Discussion and Possible Approval of Special Event Application for the Gore-Tex Grand Traverse Mountain Run & Bike on August 15th and 16th, 2014. The pre-race racer check-in and expo are on August 15th from 10AM to 6PM at the Chamber and Chamber parking lot. August 16th is race day, with the run starting at 6AM on Elk Avenue in front of the Brick Oven and the ride starting at 9AM at the same location.

Schmidt had concerns about no parking on Elk, and he asked the event organizer if they needed the entire block closed off. Keith Bauer, who was representing event organizers, said they need the entire 200 Block of Elk for vendors to set up tents in the street, along with a sponsor arch going up across Elk Avenue. Schmidt asked if it was possible to allow parking on the west end of the block to 2nd Street. Huckstep said it is an all or nothing type of decision. Martin said the Marshal’s Office tries not to close off half blocks, and the post office would still be accessible.

Michel moved and Owen seconded a motion to approve the Grand Traverse Mountain Run & Bike special event application. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

- 4) Discussion and Possible Action Regarding Event Funding Agreement between the Town of Crested Butte and QPC LOC for the 2014 U.S.A. Pro Challenge Pro-cycling Race Host Event.

Huckstep recused himself from the meeting, and Schmidt moved to mayor pro tem.

Belkin said the agreement gave funding to the LOC (local organizing committee), and the agreement is memorializing the granting of the funds. He further said that it ties together the race agreement. He said it makes sense to have an agreement, and it states that money is being given for the following purposes: it indemnifies, specifies getting insurance policies, and an audit provision. Owen asked if the typos will be corrected, and Belkin answered, “Yes.” In addition, Huckstep’s name on the agreement was changed to Schmidt’s name in order for him to sign the agreement.

Michel moved and Owen seconded a motion to authorize the mayor pro tem to execute the agreement in its current form with corrections, including changing Huckstep's name to Schmidt's name. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

- 5) Ordinance No. 9, Series 2014 – An Ordinance Amending and Replacing the Affordable Housing Guidelines for Paradise Park Subdivision, Blocks 77 and 78 Contained in Appendix N, Part VII of the Crested Butte Municipal Code, Applicable to Block 77, Lot 4, Unit B Only; and Amending and Replacing the Affordable Housing Guidelines for the Town Ranch House Contained in Appendix N, Part IV of the Crested Butte Municipal Code.

This ordinance applies to the property the Town recently purchased. The deed restriction the way it would read allows capital improvements, and Yerman thinks it is important to have it back in there. Huckstep said it is more of a housekeeping item. Yerman said a second ordinance would set the price of the unit. He reported the electricity was turned back on and things worked. He said the objective is to keep the price affordable. The price will be set by the ordinance, and once it is passed, people can be qualified for the unit. Qualification will take at least 60 days. The second ordinance will be presented soon once Yerman gets a list of things that need to be done, but he felt it prudent to keep the process moving forward.

Schmidt questioned capital improvements and the fact other projects have been limited. He wondered if capital improvements exceed the purchase price, if people can get it all back. Yerman said he maintains an approved capital improvement list.

Schmidt moved and Mason seconded a motion to set Ordinance No. 9, Series 2014 with the replacement of Exhibit A for public hearing on August 25, 2014. **Motion passed.**

Legal Matters

None

Council Reports and Committee Updates

Owen

- Attended a West Elk Loop Scenic Byway meeting.
- Said in regards to the Keystone Mine VCUP , the committee decided to send a letter. He confirmed the letter would be in the next Council packet.

Schmidt

- The Cemetery Committee discussed restrictions on sizes of monuments. They decided that nothing be built beyond the height of the existing tallest monument. The situation is the same with fences, in that no fence can be built taller than any

existing fences. There was some concern of the use of elements, such as people cannot use plastic for fences. It becomes difficult defining the use of composite materials. The goals being longevity of fences and looking to preserve monuments that are falling over. A lot of monuments that are crumbling don't have family to maintain. Schmidt estimated it would take \$10,000 or \$15,000 for that project, in addition to fixing fences.

- Mason questioned if it is the Town's responsibility to fix monuments. Schmidt said the thought is to contact families, but there are a fair amount that haven't been looked at, and the talk is about stabilizing more than anything.

Huckstep

- Senator Udall is in Gunnison next Tuesday. There are meetings involving the sage grouse.
- Next Thursday is mayor/manager meeting.
- Pro Challenge is in two weeks. He has sent two emails requesting information regarding VIP tickets, and he wanted to be clear that if councilmembers haven't responded, they do not want VIP tickets. He said to let him know the sooner the better, or he will presume people do not want tickets unless he is told otherwise.
- Story in CB News of ORE investigation for embezzlement. Town has given money to ORE. Huckstep directed Belkin and Crossett to check if the Town should attempt to collect restitution.

Other Business to Come Before the Council

Owen mentioned that with the major special event he is hoping for a public hearing on the 25th of August. He requested information be available the week before. He voiced concerns with timing and letting the public know. Belkin said the expectation was always that they would be having a discussion on the omnibus contract tonight. He said he is hopeful it can be ready by the 25th, but putting information out piecemeal did not seem better. Owen wants the information to be made available to the public, so people can come to the meeting on the 25th prepared. He requested there be some kind of notice in the paper, and he does not want it reported after the fact. Ladoulis asked if staff can be directed to send a letter to the paper on Tuesday the 19th. Crossett said the staff has enormous lift to get this done. They are trying to deal with the concerns of being overrun with people. He liked the idea of a notification that says make sure you show up. He also does not want it presented piecemeal. He said the notice could be something that says to show up on the 25th for details on an event occurring in early September.

Schmidt mentioned the upcoming Public Policy Forum.

Executive Session

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

A roll call vote was taken with all voting, “Yes,” except Owen voted, “No.” **Motion passed.**

Council went into Executive Session at 10:02PM and returned from Executive Session at 12:01AM. Mayor Huckstep made the required announcement upon returning to the open meeting. No action was taken.

Adjournment

Mayor Huckstep adjourned the meeting at 12:03AM.

Aaron J. Huckstep, Mayor

Lynelle Stanford, Town Clerk (SEAL)



Staff Report

August 20, 2014

To: Mayor and Town Council
Thru: Todd Crossett, Town Manager
From: Michael Yerman, Town Planner & Lois Rozman, Finance Director
Subject: Request for Additional 2014 Funding for Housing Maintenance

Summary: Staff has conducted a survey of the rental housing properties the Town owns and the recently acquired 818 #B Teocalli unit. There is some significant work staff feels should be done this year and not pushed off to 2015 which would require the expenditure of more funds than currently budgeted in the housing maintenance line item for 2014.

Background: Rent monies collected from Town owned rental units goes into the Affordable Housing Fund and the corresponding maintenance on the rental units is an expense of the Affordable Housing Fund. Staff budgeted \$7,500 for Housing Maintenance in the 2014 budget and the estimate of expenditures needed to take care identified needs totals \$19,000, requiring a budget adjustment of \$11,500.

Discussion: Following is a summary of identified maintenance needs in the housing units.

Town Ranch Apartments

The Town Ranch property has 3 rental units. There are three major repairs on the horizon for this unit beyond some needed basic maintenance which has been conducted. The tile to the entrance to Unit 2 has eroded away and the floor is beginning to rot away. The entry needs new tile work and possibly new floor boards. Depending on the extent of the damage to the floor this could range from \$500-\$1,000. The entire unit will need stained within the coming year at \$4,500-\$6,000. This could be put off till next budget year. Lastly, 3-4 windows need replaced and many of the other windows are on the verge of failing. Staff will get a formal bid for this work to be considered for the 2015 budget discussion.

2014: \$2,500 Maintenance of boiler and hot water tank and tiling of entrance to unit 2
2015: \$6,000 Stain the unit
2015/2016: \$12,000 window replacement

Town Duplex Paradise Park

The Town Duplex needs to be stained. Currently the exposed siding is beginning to lift and warp. The Town has received an estimate for \$5,035 to stain the duplex. This work should occur this year to avoid the expense of residing the entire unit.

2014: \$5,035
2015: No expenses anticipated

818 Teocalli Unit B

The Town has repaired the hot water tank and boiler. There are some minor electric repairs anticipated. The unit will need a new refrigerator. The eastern elevation needs new window sills and roofing repairs. The garage needs some minor repairs. Lastly, this unit needs a new plat to reflect the new deed restriction and easements need recorded. Total cost of all the work including legal fees for preparing the unit for the resale is anticipated to be roughly \$8,000. These expenses will be included in the sales price of the unit, however, accounting rules require the costs be shown as an expense of the fund.

Financial Implications: There are adequate funds available in the Affordable Housing Fund to cover the increased costs. Fund balance at 12/31/2013 was \$190,000 and revenue for 2014 is currently \$50,000 more than what was budgeted for the entire year. The acquisition of 818 #B Teocalli unit will have a temporary drain on the fund balance as we anticipate selling the unit for acquisition plus maintenance costs within the next 6 months. Assuming the sale happens before the end of 2014, estimated fund balance at 12/31/2014 is \$265,000.

Recommendation: Staff recommends approving the additional maintenance expenses from the Affordable Housing Fund.

Proposed Motion: I move to increase the Affordable Housing Fund budget for 2014 by \$11,500 for the increase in maintenance expenditures to allow Staff to proceed with the needed repairs.



Staff Report

August 15, 2014

To: Mayor and Town Council
Thru: Todd Crossett, Town Manager
From: Lois Rozman, Finance Director
Subject: 2nd Quarter Financial Report

Attached is the financial report for the 2nd quarter of 2014. All funds are doing well. Items of note are:

Revenues:

- Building Dept. revenues are well ahead of budget and the same time period last year as the chart below indicates.

	Number of Permits	Building Valuations Total
2014	39	\$6,667,416
2013	28	\$3,920,894
% Increase	39%	70%

- There was Energy Mitigation fees totaling \$20,749 paid on 2 building projects. They were for heated sidewalks, partial driveway and parking spaces.
- Recreation Dept. revenues are under both budget and the same time period last year. Soccer and softball are below budget due to timing issues between actual collections and how the budget was spread. We expect them to be at or above budget by the end of the year. Hockey fees are below budget and will remain below budget as the program is shifted from a Town run program to a club program. The Town will see rink rental revenue instead of hockey registration fees. Gymnastics fees and park facility rental fees are significantly above budget at this point.
- Sewer/Water Tap-In fees are significantly ahead of budget and last year due to the increased building activity in Town.
- General Capital Fund use tax on automobiles and building materials are significantly, \$10,000 for auto and \$59,000 for building materials, ahead of budget at this time.
- Real Estate Transfer Tax is ahead of budget. It isn't increasing off the charts, but rather showing signs of small steady growth.
- Sales tax is on pace to set an all time record. Every month, except April, has been an all time record month. Sales tax is 10% ahead of budget through June.
- Affordable Housing payment in lieu fees are way ahead of budget which is again tied to the increase in building activity in Town.

Expenses:

- Affordable Housing expenses are currently at budget, however due to the purchase of 818B Teocalli unit and several housing maintenance issues, we will be over budget for the year. We anticipate selling the 818B unit by the end of the year to cover the cost of the unit purchase and fix up.
- Street & Alley budget is under budget mostly because we have not completed the paving of the public works/Mountain Express area.
- Sales tax expenditures are over budget corresponding to the increased revenues. As revenues are up, the payments to Mountain Express, General Fund and Capital Fund go up accordingly.
- General Capital expenditures are under budget due to timing differences on the tennis court renovation, skate park renovation, depot renovation projects. The budget anticipated the projects would be farther along at this time. At this time, we are not anticipating the skate park renovation happening this year as it was contingent upon grant revenue and fund raising which has not occurred.
- General Fund is under budget and there are no concerning issues at this time.

TOWN OF CRESTED BUTTE
1/1/14 through 6/30/14

	ACTUAL THROUGH 6/30/14	Y-T-D BUDGET	VARIANCE FROM BUDGET	2014 ANNUAL BUDGET
GENERAL FUND				
Revenues	1,534,114.54	1,417,283.00	116,831.54	3,010,867.00
Contribution from Reserve	0.00	0.00	0.00	156,700.00
Total Revenues	1,534,114.54	1,417,283.00	116,831.54	3,167,567.00
Expenditures				
General Government	229,912.84	236,172.00	6,259.16	417,560.00
Court	2,650.56	4,281.00	1,630.44	7,709.00
Council	26,297.92	27,997.00	1,699.08	55,788.00
Election	0.00	0.00	0.00	3,450.00
Legal	77,835.79	73,538.00	(4,297.79)	147,100.00
Clerk	61,567.46	66,213.98	4,646.52	142,750.00
Administration	67,723.75	69,897.00	2,173.25	147,662.00
Finance	137,252.83	144,569.00	7,316.17	300,794.00
Marshal	380,872.12	383,155.00	2,282.88	735,392.00
Community Development	25,926.81	50,503.00	24,576.19	107,516.00
Dyer Shop	46,518.60	52,606.00	6,087.40	108,274.00
Public Works	58,208.01	88,603.00	30,394.99	172,173.00
Building Dept.	165,957.57	172,675.00	6,717.43	357,063.00
Recreation	168,005.65	213,011.00	45,005.35	461,901.00
Total Expenditures	1,448,729.91	1,583,220.98	134,491.07	3,165,132.00
SEWER & WATER				
Operating Revenues	924,155.20	368,707.00	555,448.20	1,766,760.00
Expenditures				
Administration Expenses	248,546.51	261,850.00	13,303.49	471,727.00
Water Operations	149,508.11	159,359.00	9,850.89	316,451.00
Sewer Operations	309,989.16	326,105.18	16,116.02	641,357.00
Capital Ex Total Expenses	72,996.02	216,250.00	143,253.98	230,225.00
Total Expenditures	781,039.80	1,592,883.00	182,524.38	1,659,760.00

	ACTUAL THROUGH 6/30/14	Y-T-D BUDGET	VARIANCE FROM BUDGET	2014 ANNUAL BUDGET
GENERAL CAPITAL				
Open Space				
Revenues	254,560.20	212,400.00	42,160.20	425,000.00
Contribution from Reserve	0.00	0.00	0.00	0.00
Expenditures	200,174.57	207,000.00	6,825.43	208,000.00
Capital				
Revenues	450,163.83	292,998.00	157,165.83	1,135,472.00
Contribution from Reserve	0.00	0.00	0.00	243,622.00
Expenditures	351,347.81	172,025.00	(179,322.81)	1,376,789.00
CONSERVATION TRUST FUND				
Revenues	7,818.36	4,006.00	3,812.36	12,015.00
Contribution from Reserve	0.00	0.00	0.00	12,985.00
Expenditures	0.00	0.00	0.00	25,000.00
STREET & ALLEY				
Revenues	517,536.39	492,950.00	24,586.39	722,639.00
Contribution from Reserve	0.00	0.00	0.00	0.00
Expenditures	298,241.07	436,039.00	137,797.93	593,319.00
AFFORDABLE HOUSING				
Revenues	132,303.90	35,170.00	97,133.90	82,340.00
Contribution from Reserve	0.00	0.00	0.00	0.00
Expenditures	37,099.86	40,602.00	3,502.14	72,600.00
SALES TAX				
Revenues	1,245,526.24	1,109,743.00	135,783.24	2,694,731.00
Expenditures	1,239,362.41	1,124,165.00	(115,197.41)	2,693,631.00

Key Revenues

	ACTUAL THROUGH 6/30/14	BUDGET THROUGH 6/30/14	AMOUNT VARIANCE	% VARIANCE	PRIOR YEAR ACTUAL THROUGH 6/30/13	14 TON 13 % VARIANCE
Sales Tax	1,106,377	1,001,964	104,413	10%	995,594	11%
General Fund						
Property Tax	159,186	158,809	377	0%	151,078	5%
Building Dept.	96,922	64,244	32,678	51%	58,995	64%
Recreation Fees	69,649	77,050	(7,401)	-10%	72,768	-4%
Fines	20,090	18,844	1,246	7%	18,365	9%
Water & Sewer						
Tap Fees	196,294	88,600	107,694	122%	118,636	65%
Service Charges	576,050	578,476	(2,426)	0%	564,242	2%
General Capital						
Transfer Tax	509,120	424,800	84,320	20%	389,444	31%
Street & Alley						
Property Tax	467,067	452,000	15,067	3%	482,001	-3%
Affordable Housing						
Housing in Lieu Pmt	111,784	14,000	97,784	698%	51,955	115%



Staff Report – 3rd Updated Version

August 23, 2014

To: Mayor and Town Council

Prepared by: Todd Crossett

Subject: Proposed Special Event on September 5th – 7th, 2014 by Western Colorado Events

Date: August 22, 2014

Summary: Western Colorado Events has submitted a request to the Town, to hold a major special event on Elk Avenue and at the Big Mine Arena from September 5th to 7th, 2014. The event would be put on for the Anheiser Busch beverage brand, Bud Light. It would be both a special event and a commercial shoot, footage from which would be used in a national advertising campaign.

The event would include approximately 1,000 selected “contestants” from across the US in the 21 – 35 age-group along with up to approximately 400 set-up and support staff (not all of whom would be in Town at one time). The contestants and staff would be transported by plane to the Gunnison Airport and then to the Town of Crested Butte by bus. The contestants would be lodged at Mt. Crested Butte and participate in activities primarily located in the Town – on Elk Avenue between 4th and 1st and at the Big Mine Ice Arena specifically.

Residents and visitors over the age of 21 would be welcome at most of the Elk Avenue events. The activities at the Big Mine would be closed events for contestants only.

The event would begin on the afternoon of Friday the 5th on Elk Avenue with a welcoming ceremony on Elk followed by a small parade and music at a main stage at the west end of the event area. Public over the age of 21 are welcome. From 10:00 to 1:00 am, the contestants would proceed to the Big Mine Arena for a closed party to include music and dancing. All event activity, including lighting and music would cease on Elk by 10:00 pm. At 1:00 am, contestants will be bused to Mt. CB.

Contestants would come down to the Town Saturday morning. Activities throughout the day would take place within the Elk Avenue event perimeter. They would consist of buskers (street performers) staged around the event area and musical acts on the main stage at the west end of the event area (see map). Musical acts will not be “A Level” but instead would consist of a mix of local musicians, regionally known musicians, and up-and-coming acts known on youtube but not yet mainstream. Events will also include “stumble upon events” which are low impact activities such as games, low-key races and curiosities. Most would be open to the public. Some would be closed to contestants. Activities would take place on both the street and in private businesses.

Contestants would dine downtown Saturday evening – roughly between 6:00 and 8:00. The public is welcome to eat on their own at Elk Avenue restaurants or other restaurants in town. Music and special lighting on Elk would desist at 10:00 pm. The contestants would then move to the Big Mine Arena for a closed party involving music and dancing until 1:00 pm. They would then be transported to Mt. CB where they are lodged.

Some contestants may dine on Elk for breakfast Sunday morning before being bused back to the airport for their return home. Elk will be fully open Sunday to all public, including minors, and event infrastructure will have been removed. The Farmer’s Market will be open as usual and will be unaffected.

The Elk Avenue event area will be fenced off from 4th to 1st, roughly from alley to alley. Both a rough and detailed plan is included in the packet. Small changes may have to be made as individual access concerns and issues come to light and are remediated. There would be twelve access points around the perimeter. Emergency vehicles would be accommodated and EMS and Fire plans are included. Contestants, residents, visitors, staff, entertainment and others would be identified by coded wrist bands that they receive at access gates. Each would have specifically colored bands. Residents and visitors over 21 would receive a band providing them full access to Elk Avenue and most of the events. Minors will generally not be allowed within the event perimeter during the event. However, minors who work on Elk, minors who live on Elk or minors, such as underage Enduro competitors, who need to use the bike shop or other services will receive a specifically colored wrist band that will allow them access but would deny them access to alcohol.

A small carnival would be set up within the Big Mine event perimeter and part of the closed parties on Friday and Saturday nights.

The applicant will fund alternative events for minors during the event, outside of Elk Avenue.

The Big Mine area will be permanently closed for private events operating from 10:00 pm to 1:00 am on the 5th and 6th. Residents within a 250 foot perimeter will be notified in writing of the Big Mine Event and will be offered an option to spend the night elsewhere due to late night noise.

Businesses will remain open, at their own discretion, to the general public throughout the event.

An entertainment district has been proposed that, if approved, would be used for the event. The consumption area would be delineated within the event area. If the entertainment district is not passed, traditional alcohol permits have been applied for and would be set up in beer-garden style per usual practice.

Several Town ordinances would need to be waived, including noise, signage and lighting. The specific ordinances are delineated in the resolution.

Built objects, including a stage, decking and assorted objects are required to have a CAD, an engineer’s stamp and inspection certificate. CADs are included in the packet. Town staff is required to sign off on required documentation for all built objects prior to use.

The Big Mountain Enduro will also be in Town during that timeframe. The two events have met and reached agreement on mutual operations and, as far as the Town is aware, are in accord as to how both events will coexist.

The entire Marshall's Department will be on call that weekend at the applicant's expense. Additionally, the applicant will bring in 80 trained security personnel at its expense. The security contractor will be Patriot Group. Chief Marshall will be the lead and final word on all security and law enforcement issues in the Town.

Attached to the Permit are specific plans that delineate how the event will be run and how potential risks and impacts would be mitigated. These plans have been substantially vetted by staff. The Contract gives staff "field authority" to deal with issues as they arise or to amend details as necessary.

The applicant proposes to begin staging at the Big Mine Ice Arena on August 26th if approved by the Council. Set up and a rolling closure of Elk Avenue would commence on September 2nd and continue throughout the week (see Street Closure Plan).

The applicant requests access to the public parking lot on 1st and Elk for staging, commencing on August 26th until the 9th.

The applicant would strike all Elk Avenue infrastructure Saturday night. Staging would remain at the Big Mine Arena through the 9th and would be removed at that time.

Town crews would be sweep and seal coat Elk Monday morning at applicant's expense. Elk would be restriped Tuesday morning at the applicant's expense.

The applicant has agreed to donate \$250,000 to a Town Project, preliminarily proposed as an addition to the Big Mine ice and nordic facility.

Legal Implications:

The following Town ordinances would need to be waived for this event:

- (1) Chapter 10, Article 9. (Regulation of Noise);
- (2) Chapter 16, Article 17. (Lighting);
- (3) Chapter 16, Article 18. (Signs);
- (4) Section 7-2-20 – Posting Handbills, poster and placards;
- (5) Section 10-10-30 - Interfering with use of streets or sidewalks;
- (6) Section 10-3-40 – Obstruction of public right-of-way;
- (7) Section 10-3-70 – Damage or removal of street signs;

- (8) Section 11-2-30 – Occupancy of public right-of-way prohibited with encroachment license; application fee;
- (9) Section 11-2-40 – Temporary construction within public right-of-way restricted;
- (10) Section 11-3-160 – Signs;
- (11) Section 16-2-20 – Restrictions; and
- (12) Section 18-13-40 – Building Permit.

Financial Implications:

Through an expense reimbursement agreement, the applicant has born costs associated with the special event to date and is obligated under the proposed contract to carry the cost of the event at no cost to the Town and additionally to provide financial remuneration on a number of issues, including:

- Financing of activities for minors
- Offer of relocation of affected residents within 250 feet of the Big Mine Arena
- A \$250,000 dollar donation to a town project
- Restoration of all Town infrastructure to its original state
- A contribution to 1% for Open Space

Supporting Documents:

The details of the proposal and town requirements are included in attached specific plans and site maps:

- Master Site Plan
- Street Closure Plan
- Transportation Plan
- Security Fencing Plan
- EMS Plan
- Communications Plan
- Credentialing Plan
- Power and Generator Plan
- Lighting Plan
- Sound Plan
- Signage and Architecture Plan
- Restroom Plan
- Waste Management Plan
- Painting Plan
- Alternate Community Activities
- Sales Tax
- Relocation Plan
- Big Mine Fire Safety Plan

- CADS

Resolution to approve the special event

Contract document

Discussion and Recommendation:

Town staff has reviewed the applicants proposed activities and has substantially signed off on the attached plans. An EMS plan has been signed off by EMS. Sign off on a Fire Plan by the Fire District is pending and would be required for final staff approval.

The attached plans are the result of significant back and forth discussion between the applicant and staff. Based on the attached plans, staff believes that risks and impacts to Town have been reasonably mitigated, and that the event can be safely and legally held. The proposed contract grants field authority to the staff to work out additional details as they arise and to require additional requirements to mitigate issues as they might arise.

The Town will be featured in a national advertising campaign. This could be a positive or negative, depending upon one's point of view. On the positive side, the campaign reaches a young demographic potentially consistent with a potential market for the ski area, which specializes in extreme terrain. Fall advertising may also benefit advance winter sales which augment an ongoing effort to enhance winter business.

The event will also bring in revenue during what is typically a slow weekend.

At the same time, concerns have been expressed about whether or not the nature of the campaign is in the best interests of the Town. Concerns include:

- The fact that the advertising campaign is centered around selling alcohol
- The fact that the brand is a large corporate brand rather than a craft beer brand
- The fact that 1,300 young people who are not residents are coming into town and that activities involve drinking alcohol
- Minors would be largely excluded from Elk on Friday and Saturday the 5th and 6th
- The Town would be impacted by closures on Elk and also at the Big Mine – before, during and after the event.
- Town facilities would be taken out of public use for staging, set up and tear down.
- All businesses will not be benefited equally. Some may be negatively impacted by closures or the fact that the demographic may not be consistent with their target market.

Based on substantial review to date, staff recommends approval of the special event application based upon the requirements of the Town's Special Event Ordinance, pending additional sign offs, clarifications and additions noted below under Pending Items. It is not uncommon to require additional information, clarification or sign offs from other parties at this point in the special event application process.

Pending items:

- Sign off on Big Mine Fire Plan by Fire District Board
- Letter from the fire engineer/architect must clarify latest version of plan reviewed
- Sign off on corrected transportation plan by Mountain Express
- A licensed engineer's stamp and inspection certificate by a licensed Colorado inspector must be presented to Town staff prior to the final sign off by Town staff or use of any built structure.
- Alternative activity plan: applicant will fund the alternative activities plan up to \$10,000.
- Relocation plan: applicant will fund the relocation of affected residents per the relocation plan.
- Submission of all final CADS
- Final plan for delineating the consumption area within the Elk Avenue event perimeter
- A specific description of the carnival activities, along with times and dates of operation.
- Final sign off of Big Mine Site Plan CADS
- Street closure plan cannot commence prior to 8/26, subject to Council approval
- Credentialing is the responsibility of applicant staff
- Provision of a glossary for the Power Plan
- Further detail relevant to signage and branding, specifically as to where it occurs.
- Power and generator plan needs a general statement that all power for event is to be provided by low volume generators with no power from the grid. All installations of grounding, cabling, etc. will be done to applicable code and inspected by electrical engineer and an inspection report provided to Town.
- A strike plan. Information is within submitted materials, but staff would like it specified in a plan within the master document.

* Staff retains field authority to require additional requirements or changes to address issues as they may appear.

The weighing of public opinion relative to the event is best conducted by Council at the public hearing and through public comment submitted.

Suggested Motions:

- 1) I move to approve this special event application.
- 2) I move to approve this special event application with the following requirements: *list additional requirements*
- 3) I move to disapprove this special event application.

RESOLUTION NO. 11

SERIES 2014

**RESOLUTIONS APPROVING THE APPLICATION
FOR A MAJOR SPECIAL EVENT PERMIT BY
WESTERN COLORADO EVENTS, LLC TO BE
HELD IN CRESTED BUTTE BETWEEN AUGUST
26, 2014 AND SEPTEMBER 12, 2014**

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 Chapter 6, Article 6 of the Crested Butte Municipal Code (the "**Code**"), the Town Council may, by resolutions, approve the conduct of a Major Special Event (as defined in Section 6-6-20, C.B.M.C.) in Crested Butte;

WHEREAS, the Town Manager has received an application for a Major Special Event to be held in Crested Butte and on public property between August 26, 2014 and September 12, 2014;

WHEREAS, pursuant to Section 6-6-90, the Town Manager has determined that the application for the Major Special Event is complete and meets the requirements of Chapter 6, Article 6 of the Code, and that based on the application and supporting materials, the Town Manager has recommended to the Town Council that it approve the application with certain conditions;

WHEREAS, pursuant to Section 6-6-90, the Town Council has found, based on the application, the Town Manager's recommendation and the evidence and testimony presented at a public hearing, that the application for the Major Special Event, with certain conditions imposed thereon, meets the requirements of Chapter 6, Article 6 of the Code;

WHEREAS, by these resolutions, the Town Council has determined that it is appropriate that it approve the Major Special Event application, with certain conditions as set forth herein, and subject to the Major Special Event permit issued by the Town and the parties entering into a major special event agreement not inconsistent with the terms hereof; and

WHEREAS, Town Council has determined that the resolutions set forth herein, as adopted hereby, are in the best interest of the health, safety and welfare of the visitors and residents of Crested Butte.

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

1. **Recitals.** The recitals set forth above are not just mere statements of fact but are considered to be material terms and conditions of these resolutions.

2. **Findings of Fact.**

A. **Standard.** The Town Council may issue the Major Special Event Permit upon finding that the following requirements respecting the Major Special Event are met:

- (1) the proposed event is a major special event within the meaning of this Article;
- (2) the major special event will provide one or more significant and important public benefits to the Town;
- (3) the major special event is appropriately sized in relationship to the site and, together with any support services, can be conducted in an organized, controlled and efficient manner;
- (4) the major special event will not result in unreasonable traffic congestion or create a hazard to vehicular or pedestrian traffic;
- (5) the major special event will provide sufficient parking in terms of parking spaces and areas to accommodate parking demand;
- (6) the major special event will be conducted in a manner that eliminates, mitigates or reasonably controls adverse impacts upon adjacent properties and upon the public generally; and
- (7) the major event will not unreasonably impair the public health, safety and welfare.

B. **Town Council Findings.** The Town Council finds that, based on the application, the Town Manager's recommendation and the evidence, public comments and testimony presented at a public hearing, the application for the Major Special Event satisfies the requires set forth in subsection (A) above, with Applicant's satisfaction of the conditions set forth below.

C. **Conditions.**

- (1) The Major Special Event Permit in the form attached hereto as **Exhibit "A"** is given to and kept in place by Applicant at all times during the Major Special Event. Applicant shall strictly and promptly comply with the terms and conditions of the Permit.

(2) Applicant shall enter into the Major Special Event Agreement with the Town in substantially the same form as **Exhibit “B”** attached hereto.

(3) *Reserved.*

3. **Waivers.** The Town Council hereby waives Applicant’s compliance with the following provisions of the Code pursuant to Chapter 6, Article 6 of the Code relative to the Major Special Event during the Major Special Event Period:

- (1) Chapter 10, Article 9. (Regulation of Noise);
- (2) Chapter 16, Article 17. (Lighting);
- (3) Chapter 16, Article 18. (Signs);
- (4) Section 7-2-20 – Posting Handbills, poster and placards;
- (5) Section 10-10-30 - Interfering with use of streets or sidewalks;
- (6) Section 10-3-40 – Obstruction of public right-of-way;
- (7) Section 10-3-70 – Damage or removal of street signs;
- (8) Section 11-2-30 – Occupancy of public right-of-way prohibited with encroachment license; application fee;
- (9) Section 11-2-40 – Temporary construction within public right-of-way restricted;
- (10) Section 11-3-160 – Signs;
- (11) Section 16-2-20 – Restrictions; and
- (12) Section 18-13-40 – Building Permit.

The foregoing waivers are subject to the requirements set forth in the Major Special Event Permit.

4. **Authorization to Execute.** The Town Council hereby authorizes the Town Manager to give and enter into the Major Special Event Permit and the Major Special Event Agreement, respectively, in substantially the same form as attached hereto; provided that, non material changes may be made thereto following written approval by the Town Attorney.

5. **Penalty for Noncompliance.** Should Applicant or any employee, contractor, representative or agent conduct the Major Special Event or any portion thereof in violation of the requirements of these resolutions, the Major Special Event Permit, the Major Special Event Agreement or the Code, Applicant shall be assessed a mandatory minimum fine of \$10,000.00 per day for each day such violation is conducted. Each day of a continuing violation shall be deemed a separate offense.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL
THIS 25TH DAY OF AUGUST 2014.

TOWN OF CRESTED BUTTE

By: _____
Aaron J. Huckstep, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

Major Special Event Permit

[attach form of Permit here]

EXHIBIT “B”

Major Special Event Agreement

[attach form of Agreement here]

MAJOR SPECIAL EVENT PERMIT

Town of Crested Butte, Colorado

This Major Special Event Permit (this "**Permit**") is given by the Town of Crested Butte, Colorado pursuant to Chapter 6, Article 6 of the Crested Butte Municipal Code (the "**Code**") for Western Colorado Events, LLC ("**Applicant**"), a Missouri limited liability company to conduct a certain Major Special Event on Town property from August 26, 2014 through September 12, 2014 (the "**Special Event Period**"). For purposes hereof, Applicant shall include its employees, contractors, representatives and agents.

1. This Permit relies upon and specifically incorporates the statements and representations of Applicant made during the public hearing regarding the application therefor (the "**Application**") at the August 25, 2014 Town Council meeting.

2. This Permit is conditioned upon compliance with the terms and conditions hereof and that certain Major Special Event Agreement entered into by and between Applicant and the Town and dated August 25, 2014.

3. The following approvals (the "**Approvals**") to the Application are hereby granted:

(a) **General Approval**. Approval for Applicant to conduct a Major Special Event as described in the Application within the Town of Crested Butte during the Special Event Period pursuant to Chapter 6, Article 6 of the Code.

(b) **Use of Properties Approval**. Related approvals in conjunction with the Major Special Events activities during the Special Event Period include:

(i) non-exclusive permission for temporary use of Town-owned property during the Special Events Period at:

- A. Big Mine Ice Arena and parking area located at 615 Second Street,
- B. a portion of property located in Block 40, Lots 17-32 and Block 45, Lots 1-16,
- C. First Street and Elk Avenue parking lot, Block 29, Lots 13-16,
- D. wastewater treatment plant property located at 801 Butte Avenue,
- E. Public Works Storage Building located at 801 Butte Avenue,
- F. portion of property located north of Block 78 delineated by chain link fence;

(ii) non-exclusive permission for temporary use of rights-of-way during the Special Event Period at:

A. Elk Avenue right-of-way, including roads and sidewalks, from First Street to Fourth Street north of Blocks 27, 28 and 29 and south of Blocks 20, 21 and 22, and the adjacent alleys in Blocks 20, 21, 22, 27, 28 and 29,

B. Second Street rights-of-way, including roads and sidewalks, from alley north of Elk Avenue, east of Block 20 and west of Block 21 to alley south of Elk Avenue east of Block 29 and west of Block 28, and

C. Third Street rights-of-way, including roads and sidewalks, from alley north of Elk Avenue, east of Block 21 and west of Block 22 to alley south of Elk Avenue east of Block 28 and west of Block 27;

(iii) permission to establish a wireless communications facility on Town-owned property at 115 Elk Avenue; and

(iv) none-exclusive permission to place temporary structures, signage and lighting on rights-of-way and on Town-owned property at Big Mine Ice Arena and parking area located at 615 Second Street.

3. The following requirements to the Approvals are hereby made, with each of the plans (the "**Plans**") described below being incorporated herein by reference:

(a) **Attendance Numbers (by day)**. Friday, September 5 through Sunday September 7, 2014.

(i) Participants: estimate 1,300 per day.

(ii) Applicant Staff and Personnel: 500 per day.

(iii) Estimated Attendees/Observers: 3,000 – 4,000 per day.

(b) **Master Site Plan**.

(i) Applicant shall comply with the Master Site Plan contained in the Application.

(ii) Reserved.

(c) **Street Closure Plan**.

(i) Applicant shall comply with the Street Closure Plan contained in the Application.

(ii) Reserved.

(d) **Transportation Plan.**

(i) Applicant shall comply with the Transportation Plan contained in the Application.

(ii) Reserved.

(e) **Security/Fencing Plan.**

(i) Applicant shall comply with the Security/Fencing Plan contained in the Application.

(ii) The Security/Fencing Plan shall be amended by the Consumption Area Fencing Plan contained in the Application.

(iii) Reserved.

(f) **EMS Plan.**

(i) Applicant shall comply with the EMS Plan contained in the Application.

(ii) Reserved.

(g) **Credentials Plan.**

(i) Applicant shall comply with the Credentials Plan contained in the Application.

(ii) Reserved.

(h) **Food and Beverage Plan.**

(i) Applicant shall comply with the Food and Beverage Plan contained in the Application.

(ii) Reserved.

(i) **Power and Generator Plan.**

(i) Applicant shall comply with the Power and Generator Plan contained in the Application.

(ii) Reserved.

(j) **Restroom Plan.**

Application. (i) Applicant shall comply with the Restroom Plan contained in the

(ii) Reserved.

(k) **Waste Management Plan.**

(i) Applicant shall comply with the Waste Management Plan contained in the Application.

(ii) Reserved.

(l) **Alternate Community Activities Plan.**

(i) Applicant shall comply with the Alternate Community Activities Plan contained in the Application.

(ii) Reserved.

(m) **Alternate Delivery Plan.**

in the Application. (i) Applicant shall comply with the Alternate Delivery Plan contained

(ii) Reserved.

(n) **Big Mine Fire/Safety Plan.**

(i) Applicant shall comply with the Big Mine Fire/Safety Plan contained in the Application.

(ii) Reserved.

(o) **Lighting Plan.**

Application. (i) Applicant shall comply with the Lighting Plan contained in the

(ii) Reserved.

(p) **Noise Plan.**

Application. (i) Applicant shall comply with the Noise Plan contained in the

(ii) Reserved.

(q) **Painting Plan.**

Application. (i) Applicant shall comply with the Painting Plan contained in the

(ii) Reserved.

(r) **Relocation Plan.**

Application. (i) Applicant shall comply with the Relocation Plan contained in the

(ii) Reserved.

(s) **Signage and Architectural Alterations Plan.**

(i) Applicant shall comply with the Signage and Architectural Alterations Plan contained in the Application.

(ii) Reserved.

(t) **Set-up and Strikedown Plan.**

(i) Applicant shall comply with the Set-up and Breakdown Procedures Plan contained in the Application.

(ii) Reserved.

(u) **Communications Plan.**

(i) Applicant shall comply with the Communications Plan contained in the Application.

(ii) Reserved.

4. Applicant represents, warrants and agrees that all of the Application submittals are accurate and complete and that it has reasonably inspected the same for such accurateness and completeness in order to make this representation, warranty and agreement.

5. The Town shall have the ability to alter Applicant's performance under the Plans and this Permit in the field as and when the circumstances require, if, in the judgment of the Town Manager, the health, safety and welfare of the residents and visitors of Crested Butte require such that such changes are necessary and advisable. Failure of the Town Manager to so alter Applicant's performance under the Plans and this Permit shall not be deemed an acceptance of Applicant's performance.

6. In the event that the Town Manager or his representatives give written or verbal direction to Applicant to make any changes or modifications to Applicant's performance under the Plans and this Permit, Applicant shall strictly and promptly adhere to such directions, time at all times being of the essence.

7. Applicant shall take any and all direction in regards to security, traffic, parking, crowd control and other essential services from the Town Marshal's Department and the Crested Butte Fire Protection District. To the extent that any field or other directions are given by representatives of such organizations, whether in writing or verbally, Applicant shall strictly and promptly adhere to such directions, time at all times being of the essence.

8. As respects all structures, electrical systems, communications systems, power systems and other facilities, both constructed on site and brought to the location, Applicant states, represents and warrants that all such items have been designed, engineered, constructed, installed, maintained, tested and approved by experts, engineers, electrical engineers, combustion experts and the like and the same are in, and will be used in accordance with industry standards, manufacturers' recommended uses and in accordance with applicable.

8. As soon as reasonably possible, but in no case after 5:00 p.m., MT, Friday, September 12, 2014, all:

- (a) streets and rights-of-way that have been colored shall be returned to their original condition as approved by the Town in writing;
- (b) sidewalk and street striping shall be returned to their original condition as approved by the Town in writing;
- (c) light poles shall be returned their original condition as approved by the Town in writing; and
- (d) benches and bike racks shall be returned to their original condition as approved by the Town in writing (collectively, the "**Remediation**").

The Town shall provide notice to Applicant if an inspection of the Remediation reveals any defects. In such event, Applicant shall have five days from receipt of such notice to cure the Town's identified defects. In the event Applicant fails to cure such defect to the satisfaction of the Town within such five-day period, or any extension thereof as granted by the Town in its sole and absolute discretion, the Town may affect such cure at Applicant's sole cost and expense.

9. Applicant represents and warrants to the Town that all materials included in any work (the “**Work**”) performed pursuant to this Permit shall be of new and good quality unless otherwise identified in this Permit. All Work shall be performed in a good and workmanlike manner consistent with the highest industry standards. The period of warranty shall be two years from the date on which the Town has accepted the Work. On receiving notification from the Town, Applicant shall remedy, repair or replace forthwith, without cost to the Town and to the Town’s satisfaction, all defects, damages and material imperfections appearing in the Work within two years of the date on which the Town has accepted the Work, failing which the Town may affect such cure at Applicant’s sole cost and expense including reasonable attorneys’ fees incurred in connection with such cure. Applicant hereby assigns to the Town on a pass-through basis any warranty or guaranty of materials or workmanship relating to the Work from any materialmen or other third parties.

Approved, this 25th day of August 2014

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Todd Crossett, Town Manager

Attest:

Lynelle Stanford, Town Clerk

[SEAL]

MAJOR SPECIAL EVENT AGREEMENT

THIS MAJOR SPECIAL EVENT AGREEMENT (this "**Agreement**") is made effective as of August 25, 2014 (the "**Effective Date**") 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 **WESTERN COLORADO EVENTS, LLC**, a Missouri limited liability company located and doing business at 1928 Locust Street, St. Louis, MO 63103 ("**WCE**"; and with the Town, each sometimes hereinafter referred to individually as a "**Party**," and collectively as the "**Parties**").

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

AGREEMENT:

1. **Authority.** This Agreement is entered into pursuant to Chapter 6, Article 6 of the Crested Butte Municipal Code (the "**Code**"). The Crested Butte Town Council (the "**Town Council**") has determined, pursuant to Section 6-6-70 of the Code, that this Agreement memorializing WCE's obligations and duties in, and the conditions imposed upon, the conduct of certain major special event will be required.

2. **Major Special Event Permit.**

(a) This Agreement governs the conduct of certain major special event activities (the "**Major Special Event**") to be held by WCE in Crested Butte from August 26, 2014 through September 12, 2014 (including preparation and remediation activities) (the "**Major Special Event Period**"). On August 25, 2014, the Town Council approved a Major Special Event Permit (the "**Permit**") for the Major Special Event by Resolution No. 11, Series 2014. The Permit is attached hereto as **Exhibit "A"**.

(b) WCE shall not undertake the Major Special Event without the Permit. Failure to have the Permit in place shall be a violation of the Code.

(c) If WCE fails to comply with any term of this Agreement, the Permit shall terminate and be void ab initio after delivery of written notice thereof from the Town where WCE fails to cure such failure to comply immediately where such failure is susceptible to immediate cure or within two days in all other circumstances.

3. **No Approvals for Private Property.** No approvals are given by the Town under the Permit and this Agreement for the use of any private property, any privately held easements or otherwise. WCE acknowledges and agrees that such approvals from such property and property rights owners must be obtained by WCE if intends to use private property and privately-held easements of otherwise.

4. **General Obligations of WCE.** WCE shall conduct the Major Special Event only as described in the Permit and this Agreement. The conditions described in the Permit are

considered material obligations of WCE under this Agreement. The obligations, conditions and representations contained in this Agreement are likewise conditions of approval of the Permit.

5. **Consideration.**

(a) In partial consideration for the Town's grant of the Permit, WCE shall donate \$250,000.00 (the "**Grant Funds**") to the Town for the Town's use, as it sees fit in its sole and absolute discretion (the "**WCE Legacy Project**"). The Grant Funds shall be delivered to the Town in good and available funds by electronic funds transfer on or before 5:00 p.m., MT on [September 4, 2014.][**NTD: Open. Depending upon Letter of Credit and Performance Deposit amounts and terms.**]

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(b) In partial consideration for the Town's grant of the Permit, WCE shall donate \$10,000.00 (the "**Entertainment District Implementation Funds**") for the Town, the Elk Avenue Promotional District, Inc. and local businesses' use in implementing the Elk Avenue Entertainment District (the "**Entertainment District**") and common consumption areas pursuant to the Code and the Colorado Revised Statutes during the Special Events, and during the remainder of 2014 and in 2015 (the "**Applicable Period**"). The Entertainment District Implementation Funds shall be used by the Town to defray insurance, operational (i.e., security) and third party costs, including, without limitation, costs for legal services, incurred in connection with the use of the Entertainment District during the Applicable Period. The Entertainment District Implementation Funds shall be delivered to the Town along with the Grant Funds in good and available funds by electronic funds transfer on or before 5:00 p.m., MT on September 4, 2014.

(c) As additional consideration to the Town for the rights granted to WCE hereunder, the Town shall have the right: i) to invite a maximum of 100 people of legal drinking age to attend the Major Special Event as reasonably determined by WCE in order to not obstruct or interfere with the experience of WCE's invitees; ii) to allow the community at large who are of legal drinking age to directly and indirectly, as reasonably determined by WCE, participate in the Major Special Event to the greatest extent possible without materially and negatively impacting the Major Special Event as reasonably determined by WCE in order to not obstruct or interfere with the experience of WCE's invitees; and iii) a perpetual, worldwide and fully paid-up license, for itself, the Crested Butte Chamber of Commerce and the Gunnison Crested Butte Tourism Association to exhibit the photography and connected sound recordings (including, without limitation, by means of motion picture, still or video device photography) of the Major Special Event, as further detailed in Section 12 hereof, in perpetuity, on their respective websites and social media sites such as Facebook, YouTube, which such footage shall be provided by WCE, in media requested by the Town, no later than six months after the conclusion of the Major Special Event Period. Provided that such uses shall be subject to reasonable limitations imposed by other rights holders in order not to distort or degrade the trademarks of such rights holders.

(d) WCE shall pay the Town the major special event application fee (the "**Application Fee**") of \$5,000.00 pursuant to Section 6-6-60 of the Code. The Application Fee shall be paid in good and available funds by electronic funds transfer on or before 5:00 p.m., MT on September 4, 2014.

(e) WCE shall pay the Town \$100.00 per business entity (i.e., itself, its contractors, agents and representatives) working on the Major Special Event in Crested Butte (the "**BOLT**"). In connection therewith, WCE will present a spreadsheet to the Town with a list of such entities and shall pay the BOLT in good and available funds by electronic funds transfer on or before 5:00 p.m., MT on September 4, 2014.

6. Costs and Expenses.

(a) All costs and expenses whatsoever of the Major Special Event shall be borne by WCE. In addition, and without limiting the generality of foregoing, WCE acknowledges that the Town is a municipality and that no funds have been or will be budgeted by the Town for the Major Special Event. Accordingly, WCE acknowledges and agrees that it will be required to pay all costs and expenses incurred by the Town directly caused by the Major Special Event. Such costs and expenses include, but are not limited to, the costs and expenses of:

(i) services performed by personnel required by the Town to plan, coordinate and prosecute the Major Special Event;

(ii) all out of pocket costs and expenses incurred by the Town that are caused by the Major Special Event, including, without limitation, reasonable attorneys' fees;

(iii) services performed by any security, essential and emergency services personnel, provided that WCE will not be responsible for the costs and expenses of the Town's normal operations, including but not limited to normal levels of effort for police, fire, EMS and sanitation operations; and

(iv) services performed by any public relations personnel required by the Town to work on the Special Events, up to \$5,000.00.

In connection with the foregoing, WCE and the Town have entered into a costs and expenses Reimbursement Agreement dated July 7, 2014 (the "**Reimbursement Agreement**"). Other than as affected by Section 5(b) below, the Reimbursement Agreement shall not be affected or amended by this Agreement, the same remaining in full force and effect.

(b) On or before September 2, 2014, the Town shall deliver to WCE by electronic communication its current invoice for all costs and expenses incurred by the Town as of such date and currently outstanding. WCE shall pay all amounts set forth in the invoices in good and available funds by electronic funds transfer on or before 5:00 p.m., MT on September 9, 2014. The Town shall provide such supporting detail as set forth in the Reimbursement Agreement.

7. One Percent for Open Space Donation. WCE shall donate \$5,000.00 ("**1% Donation**") to 1% for Open Space. Said 1% Donation shall be delivered to 1% for Open Space in good and available funds by electronic funds transfer on or before 5:00 p.m., MT on September 4, 2014.

8. Sales Taxes. WCE shall enter into written contracts with all vendors providing taxable goods and services as set forth in Chapter 4, Article 2 of the Code in connection with the

Major Special Event, whether directly or indirectly, stating that all amounts paid by WCE to such vendors are subject to applicable sales tax; requiring that sales tax on such amounts be paid to the Town as provided in Chapter 4, Article 2 of the Code with sales tax reports made by such vendors on their September sales tax returns and with payment thereof being made timely by October 20, 2014; and, requiring that each vendors separate out on their sales tax reports the sales tax in connection with the Major Special Event from their other sales tax figures. WCE shall provide to the Town copies of all such contracts and a spreadsheet of amounts paid to such vendors by WCE for taxable goods and services provided in connection with the Major Special Event.

9. **Event Site Usage.**

(a) WCE security personnel may screen all persons attending the Major Special Event with magnetometers, security wands and/or other screening devices or methods as it deems appropriate in its reasonable discretion.

(b) The approval by the Town of any design, engineering, construction, installation or use of any of the Major Special Event or its components, structures, systems or features shall not serve as an acknowledgement of their advisability, safety or conformity with industry standard and applicable law. Failure of the Town to object to any of the foregoing shall not be deemed approval thereof.

(c) WCE shall secure and obtain, at its sole costs and expense, all design, engineering and inspection services for the Major Special Event and its components, structures, systems and features. The Town shall have no responsibility or liability for WCE's failure to do so and failure on the part of the Town to identify or object to any design, engineering or inspection services for the Major Special Event and its components, structures, systems or features shall not be deemed as consent to or approval by the Town of the same, the same be expressly disclaimed hereby. Consistent with the foregoing, WCE represents, warrants and agree that before any work commences on any Town or public property, it must satisfy the requirements set forth on Exhibit "B" attached hereto.

(d) For the avoidance of doubt, and notwithstanding anything to the contrary set forth in this Agreement, WCE shall leave Crested Butte and all public and private property therein in materially the same or better condition as it existed immediately prior to the Major Special Event Period; provided, however, that if the Town approves in writing, and WCE installs any structures and/or makes any other modifications, WCE may leave such structure and/or modification in place, upon the mutual agreement of the Town and WCE. Accordingly, the parties will jointly conduct an inspection of the properties affected by the Major Special Event prior to commencement and after the conclusion of the Major Special Event Period in order to determine and agree upon the condition of such properties both before and after the Major Special Event.

(e) WCE shall conduct the Major Special Event and its components, structures, systems or features in an orderly manner, in full compliance with applicable laws, rules, regulations, manufactures' recommendations and industry standards. WCE assumes full liability and responsibility for the Major Special Event, the design, engineering, construction,

installation or use of any of the Major Special Event components, structures, systems or features and the conduct of all persons involved in, invited to and in attendance at the Major Special Event and the design, engineering, construction, installation or use of any of the Major Special Event components, structures, systems or features and for any damage done to any part of Crested Butte by WCE, its guests, invitees, employees, contractors, representatives, agents and vendors employed by, or under the control of, WCE.

(f) Town officials shall have the right to have representatives, including, without limitation, Town elected and Town staff including, without limitation, the Town Marshal's Department, the Crested Butte Fire Protection District and their respective agents and representatives attend any and all of Major Special Event activities in order to monitor the Major Special Event (including any and all preparation and remediation activities), provided that such monitoring shall be accomplished in as minimally an intrusive method as possible in order to minimize the impact on WCE's invitee's experience of the Major Special Event.

(g) If any public or private property within Crested Butte is damaged by any act or omission of WCE, its guests, invitees, employees, contractors, representatives, agents and vendors, WCE shall pay to the Town, or the subject property owner, as the case may be, all actual costs to restore such damaged area or property to its pre-Major Special Event condition. The Town shall in all cases act reasonably as to any claims for damage. Such costs shall include any reasonable attorneys' fees incurred in connection therewith.

(h) WCE, its representatives, agents, contractors and subcontractors shall follow all applicable safety and occupational health requirements and measures in connection with the Major Special Event. In conjunction therewith, WCE shall comply with all federal, state and local laws applicable to safety and occupational health.

(i) WCE shall call to the Town's attention any errors in any drawings, designs, plans, sketches, instructions, information, mitigation measures, requirements, procedures and other data supplied to the Town (or by the Town to WCE) that it becomes aware of or should be aware of, whether it believes the same may be unsuitable, improper, incomplete or inaccurate in any way or manner or not.

(j) WCE has declared that it, together with its employees, contractors, representatives, agents and vendors are experienced in all matters relative to the Major Special Event, including all engineering, construction, installation or use of any of the Major Special Event components, structures, systems and features. WCE acknowledges that it is aware of all federal and state laws and local ordinances and regulations which in any manner affect those engaged or employed in the Major Special Events, all the Major Special Event site locations and properties and which in any manner affect the conduct of the Major Special Event or any components thereof, and of all such orders and decrees of bodies or tribunals having any jurisdiction over the same, and shall at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall defend, protect and indemnify the Town against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by itself, the Town, its elected officials, officers, employees, agents, representatives, contractors, attorneys, insurers and insurance pools.

(k) WCE shall procure all permits and licenses, pay all charges, fees and taxes and give all notices necessary and incidental to the due and lawful prosecution of the transactions contemplated under this Agreement.

(l) During the Major Special Event Period, the Town will continue to provide the normal and customary services in and to that part of Crested Butte occupied by the Major Special Event as it would do in the absence of the Major Special Event at no additional cost and expense.

(m) Except as otherwise set forth in this Agreement, the Major Special Event shall be private and shall include only bona fide guests and invitees of WCE. For the avoidance of doubt, WCE acknowledges that the foregoing will not be deemed to limit Town elected officials, representatives, agents and personnel associated with public safety, fire, EMS, governmental operations, public relations, information technology and maintenance from being present during the performance of their duties.

(n) Other than as otherwise described in this Agreement, persons will not be permitted to participate or be within Major Special Event without the prior consent from WCE.

(o) The Town shall provide essential emergency services. WCE shall supplement and support existing Town emergency services, including fire department, Marshal's Department and medical staff to satisfy all security and safety needs.

10. **Catering/Food/Beverage.** All costs and expenses for food, beverage and related services shall be the responsibility of WCE. WCE shall use every reasonable effort to use local sources for the foregoing for its attendees.

11. **Vendors and Other Subcontractors.**

(a) WCE shall provide the Town with a listing and contact information for all vendors, agents, representatives and contractors that will be engaged by WCE in connection with the Major Special Event. WCE hereby acknowledges that all such vendors, agents, representatives and contractors must comply with this Agreement, all federal, state and local laws, rules and requirements and agrees to include requirements in WCE's agreement with each such party, WCE acknowledging and agreeing hereby that it has such written agreements in place as of the Effective Date, that the same's performance shall comply therewith and is subject to the terms of this Agreement.

(b) WCE, as defined herein, shall include the sponsor entities of the Major Special Event. Failure of WCE to comply with any obligation contained in this Agreement shall be deemed a failure of such sponsor entities to so comply and such sponsor entities shall have equal obligations, responsibilities and liabilities for such noncompliance as WCE.

(c) The Town assumes no responsibility (and WCE agrees to indemnify and hold the Town harmless) for the performance of, or payments owed to, any vendors, agents, representatives and contractors, nor is the Town responsible for any equipment or property owned, operated or used by any such vendors, agents, representatives and contractors.

12. **Rights/Obligations/Marks.**

(a) Subject to the terms and conditions of this Agreement the Town hereby grants WCE a non-exclusive, paid-up and perpetual license to use, reproduce, replicate, display, perform and make derivative works of the photography and connected sound recordings (including, without limitation, by means of motion picture, still or video device photography), of actual real and personal property of the Town only (the Town making no such grant as to private real and personal property), both exterior and interior to the extent applicable to Town property only, but in no event may any CB Mark(s) (as defined in subsection (e) below) or other identifiable element of the Town and Crested Butte or its residing businesses be used as a direct endorsement by the Town of any product, entity, person, service, matter or otherwise in connection with the Major Special Event, WCE, its sponsor entities or otherwise. WCE shall not do or permit anything to be done in or about the Major Special Event, which will allow the Major Special Event and the related real and personal properties to be used for any unlawful or objectionable purpose. WCE agrees not to purposefully distort or otherwise degrade the image and character of the Town, Crested Butte, their real properties and businesses in any such photograph (including, without limitation, by means of motion picture, still or video device photography), reproduction, replication or use, the Town having made it patently clear to WCE that the Town is a nationally registered historic district and distinctive destination and as such would be irreparably harmed by any such distortion or degradation. Based on the foregoing, WCE covenants, acknowledges and agrees that it will not so distort or otherwise degrade the image and character of the Town, Crested Butte, their real properties and businesses in any of WCE's photography and connected sound recordings (including, without limitation, by means of motion picture, still or video device photography), failing which, the Town shall have all rights and remedies available at law and in equity, including rights for injunctive relief, damages and costs, including reasonable attorneys' fees. Notwithstanding the foregoing the Town acknowledges and agrees that any actual depiction of all or part of the Major Special Event shall not constitute a distortion or degradation of the Town nor be considered an objectionable purpose.

(b) Except as subject to the foregoing, WCE and the Town acknowledge and agree that all rights of every kind in every media, whether now known or hereafter devised, in and to all photography and sound recordings made by WCE in connection with the Major Special Event only shall be solely owned in perpetuity by WCE, and the Town shall not have any right of action, including, without limitation, and/or any right to injunctive relief against WCE, any and all of its clients and affiliated partners as relating to the Major Special Event or any sponsor of the Major Special Event arising out of any use or non-use of said photography or sound recordings provided that the same are otherwise used in compliance with the terms of this Section 12. Subject to other requirements of this Section 12, the Town agrees that it will not assert or maintain against WCE, any and all of its clients and affiliated partners as relating to the Major Special Event or any sponsor of the Major Special Event any claim of any kind or nature whatsoever for copyright or trademark infringement in connection with the exercise of the permission or rights herein granted.

(c) Except as subject to the rest of this Section, the Town hereby irrevocably grants to WCE, the paid-up right and license, in perpetuity, throughout the world, to use, display, perform and create derivative works of the photography and connected sound recordings

(including, without limitation, by means of motion picture, still or video device photography), made by WCE in connection with Major Special Event and to re-use, display, perform and create derivative works of them in any and all formats, media and/or manner now known or hereafter devised in connection with the exhibition, advertising, and exploitation of any motion picture or other work and/or the ancillary and subsidiary rights therein and thereto hereafter devised.

(d) Except as subject to the rights granted in Section 5(c)(iii) above, the Town shall not exploit the WCE name, the name of any sponsor of the Major Special Event or any related brands, designs, trademarks and/or logos (collectively the “**Logos**”) in any manner. This applies equally to all designs, trademarks and or Logos for WCE, its sponsors and any and all of its clients and affiliated partners as relating to the Major Special Event. Except as subject to the rights granted in Section 5(c)(iii) above, under no circumstance may the Town allow a third party to use the Logos for any self-promotion purposes or otherwise. Should the Town violate these terms, this shall be deemed a material breach of this Agreement for which, in addition to any other rights or remedies that WCE may possess, shall entitle WCE to terminate this Agreement immediately.

(e) The following terms shall govern the use of the Town and Crested Butte’s name and trade name only (the “**CB Marks**”): Except as subject to the rest of this Section, including, without limitation subsection (a) as it relates to non-distortion and non-degradation requirements, the Town hereby grants to WCE a non-exclusive, paid-up license to use CB Marks in connection with the Major Special Event only and solely as they appear in actual form. All uses of CB Marks, which shall remain the sole and exclusive property of the Town, by WCE shall inure to the benefit of Town and in no event shall WCE (or any party claiming rights through it) acquire any rights in or to any CB Marks by reason of such use or this Agreement other than the limited non-exclusive license to use CB Marks as permitted pursuant to this Section. WCE agrees that it will not assert any right or interest and will cause any third party to not assert any right or interest in any CB Marks other than the limited right to use them as expressly set forth in this Agreement.

(f) If the parties agree to develop a Joint Mark (as defined below) for use on mutually approved merchandise (e.g., clothing, artwork, photographs, DVDs) to be given away at no charge or sold by WCE to attendees at the Major Special Event and on the WCE or Major Special Event related website during the Major Special Event and thereafter until such time as all inventory created for the Major Special Events has been sold off or otherwise distributed, such Joint Mark shall be jointly owned and controlled by WCE and Town; provided, neither party may use such Joint Mark in any marketing, publicity or advertising except during the Major Special Event and as expressly permitted in this Agreement; provided further, Town may not create or distribute any merchandise bearing a Joint Mark without the prior written approval of WCE. “Joint Mark” shall mean a name, phrase, slogan, design or logo that incorporates both a CB Mark and a WCE mark (which, for purposes of this agreement includes any trademark of a third party which WCE is authorized to use). Without limiting anything set out elsewhere in this Agreement, WCE acknowledges that any element(s) of a CB Mark that is/are incorporated into the Joint Mark is the property of Town and WCE shall not have the right to use any such element(s) except in connection with the items described above which it may do on a royalty-free basis.

(g) WCE represents and warrants that WCE and its sponsors and any and all of its clients and affiliated partners relating to the Major Special Event shall not infringe or violate any intellectual property or proprietary rights in the conduct of the Major Special Event and the transactions contemplated in this Agreement.

13. **Insurance.** WCE shall obtain and maintain the following insurance in connection with Major Special Event from the Effective Date. Insurance coverage shall be with companies licensed to do business in Colorado and having an A.M. Best's Rating of at Least "A," "Class VII," and must include the following: **NTD: Open. Limits subject to further discussion.**

- (a) 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
\$5,000,000
4,000,000
 - b) Personal & Advertising Injury Limit \$2,000,000
 - c) Each Occurrence Limit
\$5,000,000
2,000,000
 - d) Excess Umbrella Coverage \$10,000,000

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

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

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

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

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

(c) All Insurance policies (except Workers Compensation and Professional Liability) shall include Town of Crested Butte and its elected officials, employees, contractors, agents, representatives, attorneys, insurers and insurance pools as additional insureds as their interests may appear. The additional insured endorsement should be at least as broad as ISO form CG2010 for General Liability coverage and similar forms for Commercial Auto and Umbrella Liability. Blanket Additional Insured Endorsement providing coverage for Town and its elects, officers, agents, employees, contractors, attorneys, insurers and insurance pools on a primary non-contributory basis. Additional Insured Endorsement CG 2010 11/85 or CG2010 10/01 in conjunction with CG2037 10/01. Coverage to include completed operations arising out of "your work".

(d) Automobile insurance shall, without limitation, cover all automobiles used in performing the transactions under this Agreement.

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

(f) WCE shall not cancel, materially change, or fail to renew required insurance coverages. WCE shall notify the Town Attorney of any material reduction or exhaustion of aggregate limits. Should WCE to immediately procure other insurance, as specified, to substitute for any policy canceled before final payment to WCE, the Town may procure such insurance and deduct its cost from any sum due to WCE under this Agreement.

(g) Certificates showing that WCE is carrying the above-described insurance, and the status of the additional insureds, shall be furnished to the Town prior to the execution of

this Agreement by the Town and attached hereto as **Exhibit “C”**. WCE shall notify the Town of any cancellation or reduction in coverage or limits of any insurance within seven (7) days of receipt of insurer’s notification to that effect. WCE shall forthwith obtain and submit proof of substitute insurance in the event of expiration or cancellation of coverage.

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

14. **Force Majeure.** If, for any reasons beyond such party’s control, including strikes, labor disputes, accidents, government requisitions, restrictions or regulations on travel, acts of war, acts of terrorism or acts of God, fire or other casualty, either party is unable to perform its obligations under this Agreement, such non-performance is excused until the reasonable conclusion of such force majeure event and the time period for compliance of any obligation shall be extended for the length of such force majeure event.

15. **Compliance with Laws.** WCE agrees to comply with all federal, state and local laws, regulations, rules and requirements. WCE shall comply with, and cause all of its guests, invitees, vendors, employees, agents, representatives and contractors to comply with, all applicable laws, orders, ordinances, rules and regulations of all federal, state and local authorities.

16. **Termination.** The Town reserves the right to terminate all or any part of this Agreement or the Permit if WCE: (i) breaches any payment obligation contained in this Agreement including, without limitation, Sections 21 and 22 hereof; (ii) breaches any requirement of Section 13 hereof; and/or (iii) breaches any terms of this Agreement and/or the Permit and after delivery of written notice thereof from the Town, WCE fails to cure such breach immediately where such failure is susceptible to immediate cure or within two days in all other circumstances.

17. **Survival.** Any term or condition contained in this Agreement that, by its nature and context might be considered to survive the expiration or earlier termination of this Agreement shall so survive such expiration or earlier termination.

18. **Time of Essence.** Time is of the essence in the performance of the Parties’ obligations under this Agreement.

19. **Assumption of Risk; Indemnification; Waiver of Claims.**

(a) In consideration for the Town’s grant to WCE of the Permit for the Major Special Event and for allowing WCE to utilize Town-owned property and the other rights granted in the Permit and in this Agreement, WCE (“**Releasor/Idemnitor**”) hereby acknowledges and agrees to the following:

(i) Releasor/Indemnitor 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 incurred in connection therewith) (collectively, "**Claims**") arising out of, directly or indirectly, the Major Special Event, whether or not caused by any act or omission, negligence or other fault of Releasor/Indemnitor, its members, managers, officers, employees, contractors, agents and representatives and/or the Town its elected officials, officers, employees, agents, insurers, insurance pools, attorneys, representatives, contractors and subcontractors, the Crested Butte Fire Protection District (collectively, "**Releasee/Indemnitee**") and/or any third party;

(ii) Releasor/Indemnitor, its members, managers, officers, employees, contractors, agents and representatives hereby waive any claims, and hereby release, Releasee/Indemnitee against and from any and all Claims arising out of, directly or indirectly, the Major Special Event whether or not caused by any act or omission, negligence or other fault of Releasor/Indemnitor, its members, managers, officers, employees, contractors, agents and representatives, Releasee/Indemnitee and/or any third party; and

(iii) Releasor/Indemnitor shall indemnify, defend and hold harmless Releasee/Indemnitee from and against any and all Claims of Releasor/Indemnitor's members, managers, officers, employees, contractors, agents and representatives, Releasee/Indemnitee's elected officials, officers, employees, agents, insurers, insurance pools, attorneys, representatives, contractors and subcontractors, the Crested Butte Fire Protection District and/or any third party, including, without limitation, any of their respective invitees, guests, trespassers or otherwise on the properties where the Major Special Event will be conducted, arising out of, directly or indirectly, the Major Special Event, except those caused by the breach of this Agreement by the Town.

(b) Subject to the town's compliance with the provisions of this Agreement, WCE shall defend, indemnify and hold harmless the Town from and against any and all claims, suits, liabilities, expenses, attorneys' fees or damages for any alleged or actual infringement or violation of any intellectual property or proprietary rights rising in connection with the Special Events, the transactions contemplated in this Agreement and any act or omission hereunder.

(c) For the avoidance of doubt, WCE will make no claims against Releasee/Indemnitee or the Crested Butte Fire Protection District in connection with the approval all or any portion of the Special Events.

20. **LIABILITY LIMITATIONS.** NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST OPPORTUNITY, LOSS OF ANTICIPATED SAVINGS AND THE COST OF REPLACEMENTS.

21. **Performance and Payment Deposit.** **[NTD: Open. Amount and terms still subject to discussion.]** On the Effective Date, WCE shall place on deposit with the Town and Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) (the "**Performance and Payment Deposit**"). The Performance and Payment Deposit shall be placed by the Town in a non-interest bearing account at a local financial institution. Said Performance and Payment Deposit shall be in addition to any other deposits already provided by WCE to the Town and

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shall secure WCE's performance and payment obligations under this Agreement and the Permit. The Town may draw upon such Performance and Payment Deposit, upon delivery of written notice to WCE, in the event that WCE fails (i) to perform any material obligation contained in this Agreement and the Permit and such funds are needed to defray any Town costs, expenses or liabilities in connection with such non-performance, or (ii) to pay to the Town any amounts invoiced to WCE pursuant to the terms of the Reimbursement Agreement. At the conclusion of the Major Special Event, and after all inspection and acceptance periods have expired, and after all actions have been taken by the Town in connection with the Major Special Event (which the Town will use reasonable efforts to accomplish as soon as reasonably possible thereafter), and all reasonably foreseen costs, expenses, liabilities in connection therewith have been settled and paid to or by the Town, including, without limitation, reasonable attorneys' fees in any action in connection with this Agreement, the Town shall refund the remaining Performance and Payment Deposit funds, if any, to WCE promptly thereafter.

22. **Irrevocable Standby Letter of Credit.** On the Effective Date, WCE shall have posted as a guarantee of performance (the "**Performance Guarantee**") of its obligations the Permit with respect to the two year warranty described thereunder, an irrevocable standby letter of credit issued by a qualified Colorado lending institution acceptable to the Town in the amount of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) **NTD: Open. Amount and terms still subject to discussion.** on terms consistent with **Exhibit "D"** attached hereto. Such Performance Guarantee shall remain in effect and shall be renewed by WCE as necessary until released by the Town. The Town shall use the Performance Guarantee, or any funds realized therefrom, for the purposes of curing any defects in or associated with the warranty obligations described under the Permit. The Performance Guarantee shall be released and returned to WCE, without interest thereon, only at such time as the warranty period described in the Permit has expired with no amounts due and owing the Town in connection therewith.

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23. **Notices.**

(a) All notices, instructions, requests or other communications required to be given or which may be given hereunder ("**Notice**") shall be in writing and shall be sent by (i) certified or registered mail, return receipt requested, postage prepaid, (ii) national overnight delivery service, (iii) personal delivery, or (iv) facsimile transmission, addressed as follows (or to such other addressee or addresses as may be designated by any party hereto by Notice addressed to each of the other parties listed below):

If to WCE:	If to CB:
Western Colorado Events, LLC	Town of Crested Butte
WCE Marketing	P.O. Box 39
1928 Locust St.	507 Maroon Avenue
St. Louis, MO 63103	Crested Butte, CO 81224
Attn: Bill Decker	Attn: Todd Crossett, Town Manager

(b) Notice shall be deemed given at the following times: (i) upon delivery if personally delivered, (ii) on the first business day after delivery to the overnight courier or (iii) on the third business day after mailing if mailed by certified or registered mail. Notwithstanding the foregoing, whenever under this Agreement a Notice is (a) received on a day

that is not a business day or is required to be delivered on or before a specific day which is not a business day, the day of receipt or required delivery shall automatically be extended to the next business day and (b) delivered by hand (or so attempted, but refused), it shall be deemed given on the day of delivery unless delivery is made after 5:00 p.m. (Eastern Time) or on a day that is not a business day, in which event delivery shall be deemed given on the next occurring business day. The Parties may change the addresses of notices, demands, requests or other communications hereunder by giving notice pursuant to this Section 20.

24. **Entire Agreement and Amendment.** There are no oral promises, agreements, conditions, understandings, inducements, warranties or representations, expressed or implied, between the Parties pertaining to the subject matter hereof that are not set forth in this Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the Parties in connection herewith, other than the Reimbursement Agreement. Except as otherwise set forth herein, this Agreement may not be changed, modified, renewed, amended, discharged, waived or terminated except by an instrument in writing signed by the Parties with reference to this Section 23, otherwise such modification or amendment shall be void ab initio.

25. **Captions and Headings.** The captions and headings of the Sections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement. Severability: If any term of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law, with the Parties hereto covenanting nonetheless to negotiate in good faith, in order to agree upon the terms of a mutually satisfactory provision to be substituted for the term or provision which is void or unenforceable.

26. **Waiver.** The failure of any party hereto to enforce at any time any of the provisions of this Agreement (whether by course of performance or course of dealing or otherwise) shall in no way be construed to be a waiver of any such provision, nor in any way to effect the validity of this Agreement or any part thereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement (whether by course of performance or course of dealing or otherwise) shall be held to be a waiver of any other or subsequent breach.

27. **Counterparts; Telecopy.** This Agreement may be executed in one or more counterparts, including by facsimile or electronic signature, each of which when so executed and delivered shall be deemed an original, but all of which taken together shall be construed as and shall constitute but one and the same instrument.

28. **No Third Party Beneficiary.** The Agreement herein set forth has been and is made for the benefit of the Town and WCE and no other party shall acquire or have any right under or by virtue of this Agreement.

29. **Assignment.** WCE may assign all or a portion of this Agreement provided that it gives the Town prior written notice of such assignment. In the event of an assignment or subcontract of this Agreement other than to Mosaic Sales Solutions. WCE shall remain responsible and liable for the performance of the duties and obligations set forth herein and the assignee, transferee or subcontractor shall assume all the obligations hereunder with written notice of such assumption to the Town otherwise such assignment shall be void ab initio.

30. **Relationship of the Parties.** CB and WCE acknowledge and agree that the relationship arising from this Agreement does not constitute or create a general or limited agency, joint venture, partnership, employment relationship, or franchise between them. Each Party agrees and acknowledges that it does not have any right, title, power or authority (either real or apparent) to enter into or bind the other in any capacity including, but not limited to, the performance by any Party under any contract or other similar transaction or agreement.

31. **Governing Law; Jurisdiction.** This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Colorado as now in effect, without regard to principles of conflicts of laws. In the event of any disputes or controversies that require resolution, such disputes or controversies shall be brought in the County of Gunnison, State of Colorado. Interpretation and enforcement of this Agreement shall not be subject to arbitration. The prevailing party in any action for breach of this Agreement shall be entitled to recover its reasonable attorneys' fees, expenses and costs.

32. **Authority.** WCE represents and warrants that: (aaa) it is duly qualified to do business and is in good standing in the State of Colorado; (bbb) it has full power and authority to execute, deliver and perform its obligations under this Agreement; and (ccc) the Agreement does not violate any other obligation of WCE.

33. **Prevailing Party.** In the event of any dispute arising from or related to the transactions contemplated under this Agreement, the substantially prevailing party shall be entitled to recovery of all reasonable costs incurred, including, without limitation, staff time, court costs, attorneys' fees and other related costs and expenses.

34. **Miscellaneous.**

(a) Unless the context otherwise requires the singular shall include the plural and vice versa, references to any gender shall include all genders and words importing individuals or persons shall include corporations, unincorporated bodies and partnerships.

(b) Any use of the words "including" or "includes" shall, unless the context otherwise requires, mean including or includes "without limitation".

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

IN WITNESS WHEREOF, this Agreement is made and entered into as of the Effective Date.

TOWN OF CRESTED BUTTE, COLORADO WESTERN COLORADO EVENTS, LLC

By: _____
Todd Crossett, Town Manager

By: _____
Title: _____
Print Name: _____

Lynelle Stanford, Town Clerk

(SEAL)

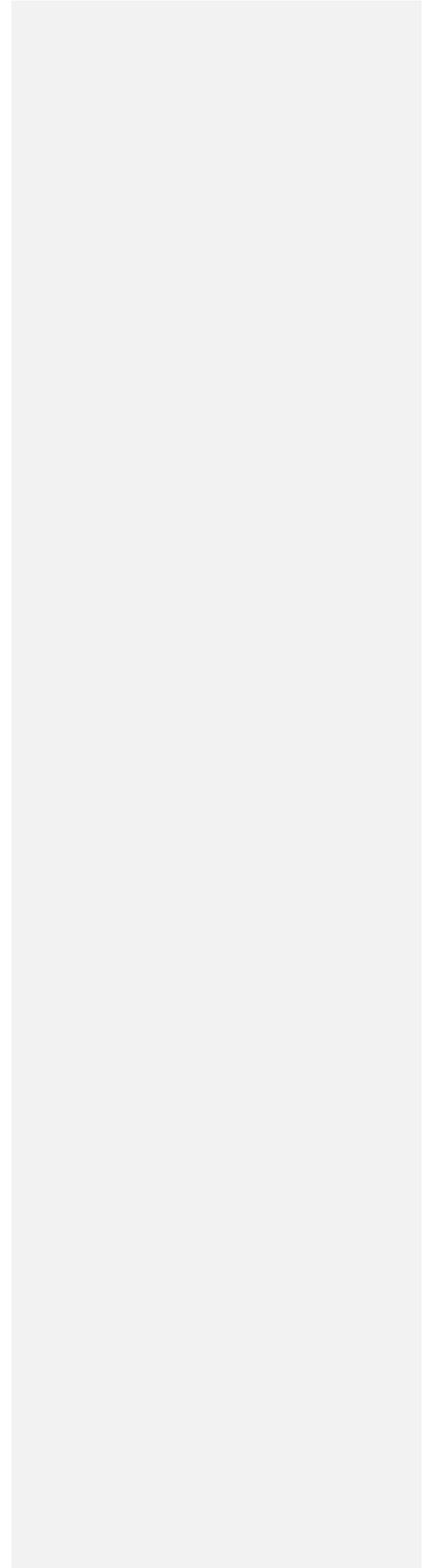


EXHIBIT "A"

Permit

[attach Permit here]

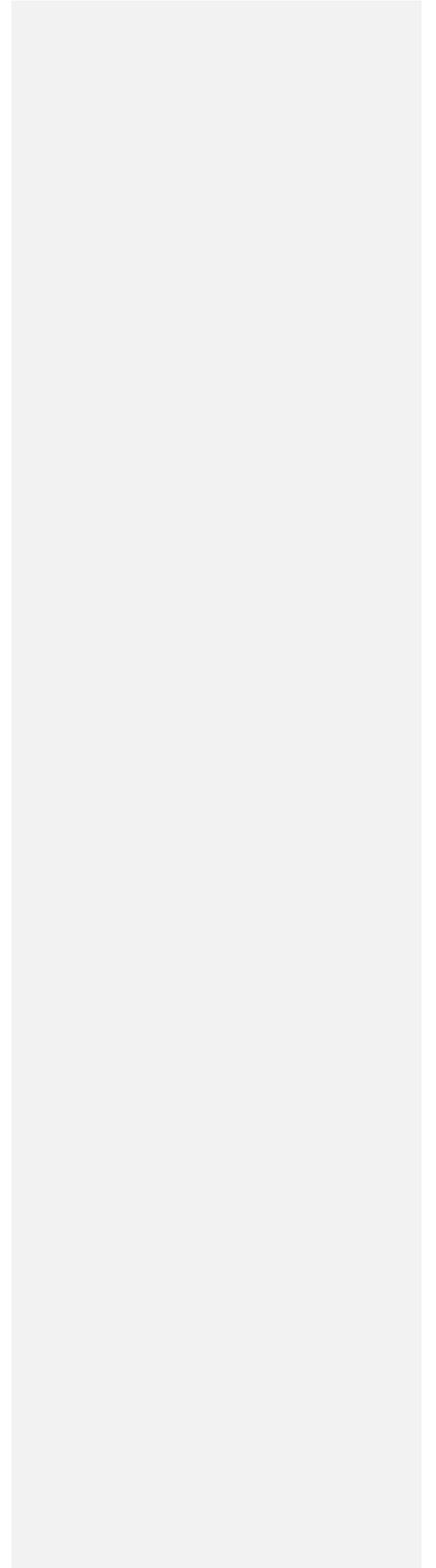


EXHIBIT "B"

Construction, Engineering and Fire Requirements

(1) An engineered plan set must be submitted for all structures constructed for the Major Special Event that must be stamped by a Colorado licensed engineer. Such plan sets must be inspected by such engineer and an inspection report submitted to the Town confirming compliance with the 2009 IBC before commencement of the Major Special Event.

(2) All generator and facilities, and all lighting locations must be mapped. A Colorado licensed electrical engineer must inspect all electrical installations and sign off that the same meet the requisite provisions of the 2008 NEC before commencement of the Major Special Event.

(3) A fire plan must be submitted for the Big Mine Arena and stamped by a Colorado licensed fire engineer. The fire plan must detail all materials to be added to the facility and the fire rating of said materials. Plan must include any heating devices, stages, power facilities, lighting, site plan, exiting facilities and an analysis of plans in compliance with the 2009 IBC. The submittal must be in compliance with section 403.1.2 of the 2009 IFC. The fire plan must be approved by the Crested Butte Fire Protection District and the Town before commencement of the Major Special Event.

EXHIBIT "C"
Insurance Certificate

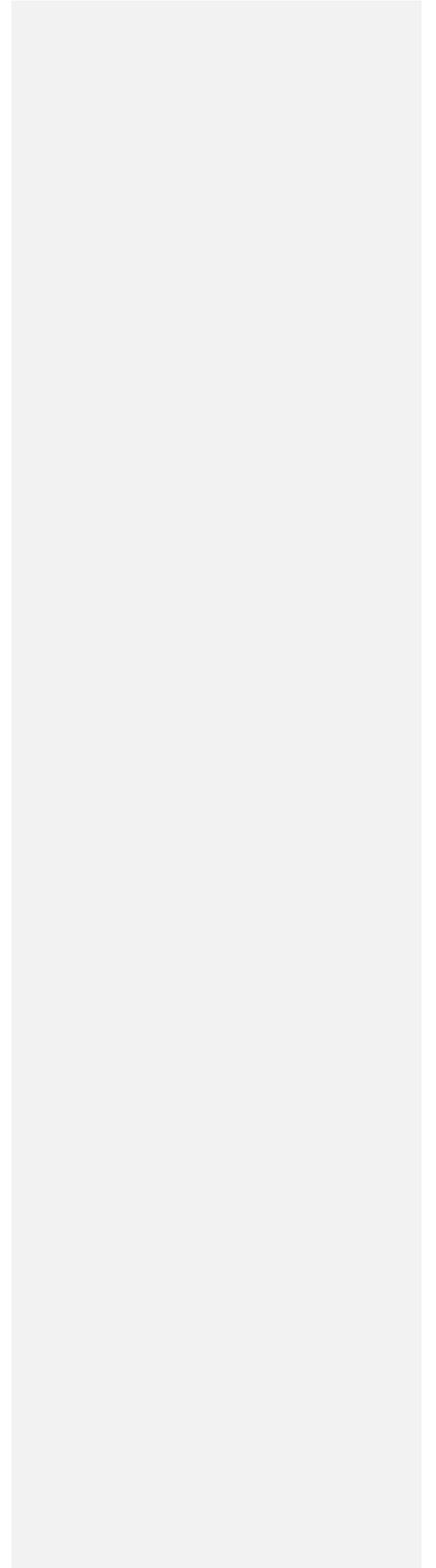
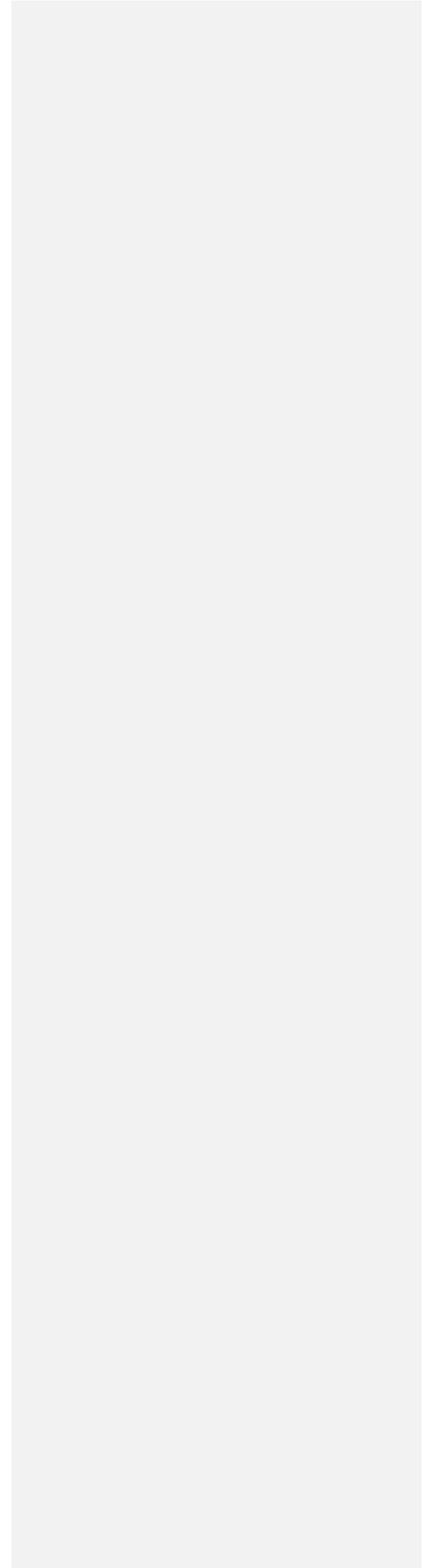


EXHIBIT "D"

Irrevocable Standby Letter of Credit

[attach form here]



Whatever, USA

Event Operations Packet

August 22, 2014
Final Submission

Table of Contents

- Master Site Plan
- Street Closure Plan
- Transportation Plan
- Security/Fencing Plan
- EMS Plan
- Communication Plan
- Credentials Plan
- Food & Beverage Plan
- Power & Generator Plan
- Lighting Plan
- Sound Plan
- Signage & Architectural
- Restroom Plan
- Waste Management Plan
- Painting Plan
- Alternate Community Activities Plan
- Alternate Delivery Plan
- Sales Tax Plan
- Relocation Plan
- Big Mine Fire/Safety Plan
- Structural CADS

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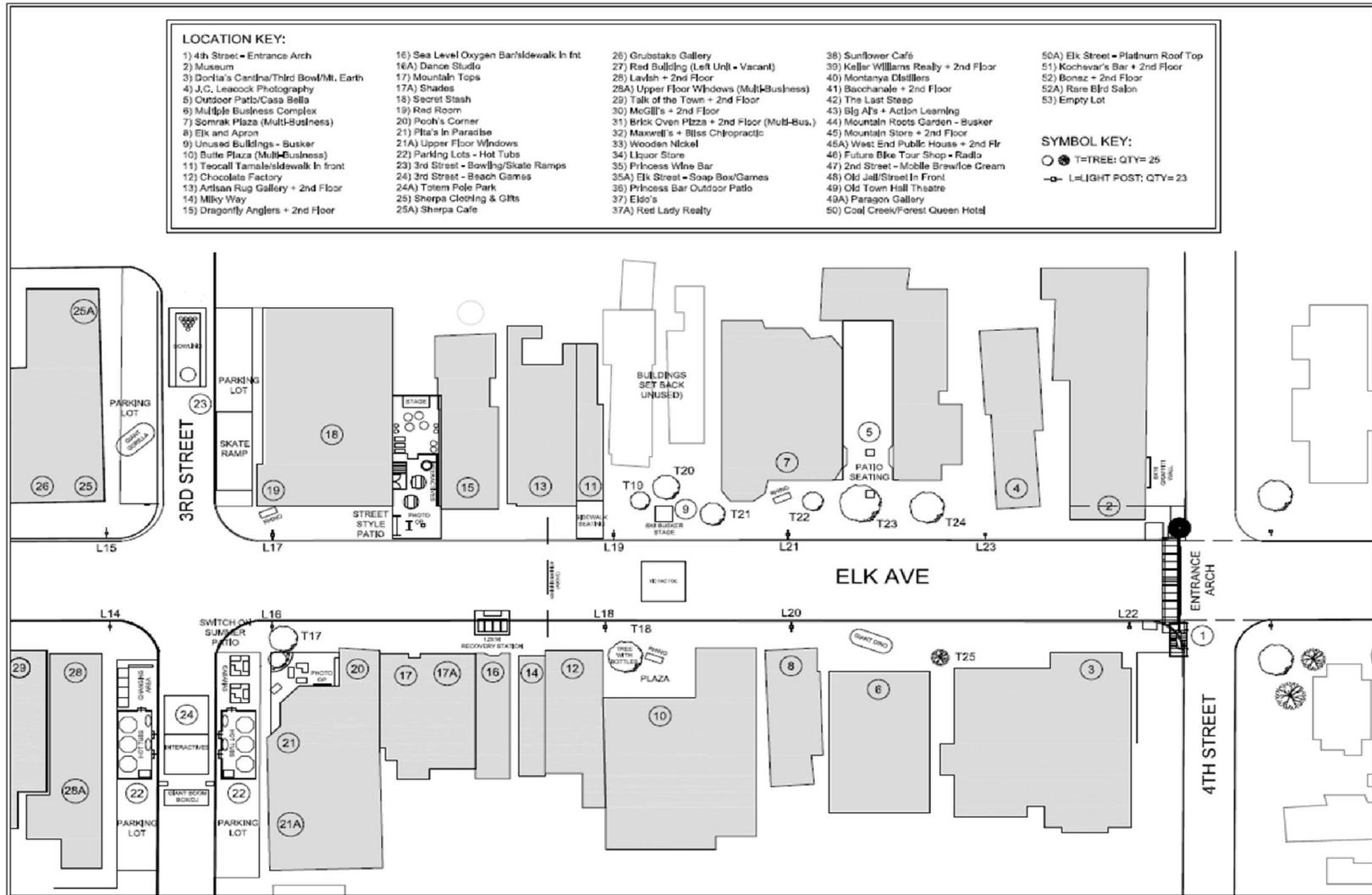
Master Site Plan

Site Map



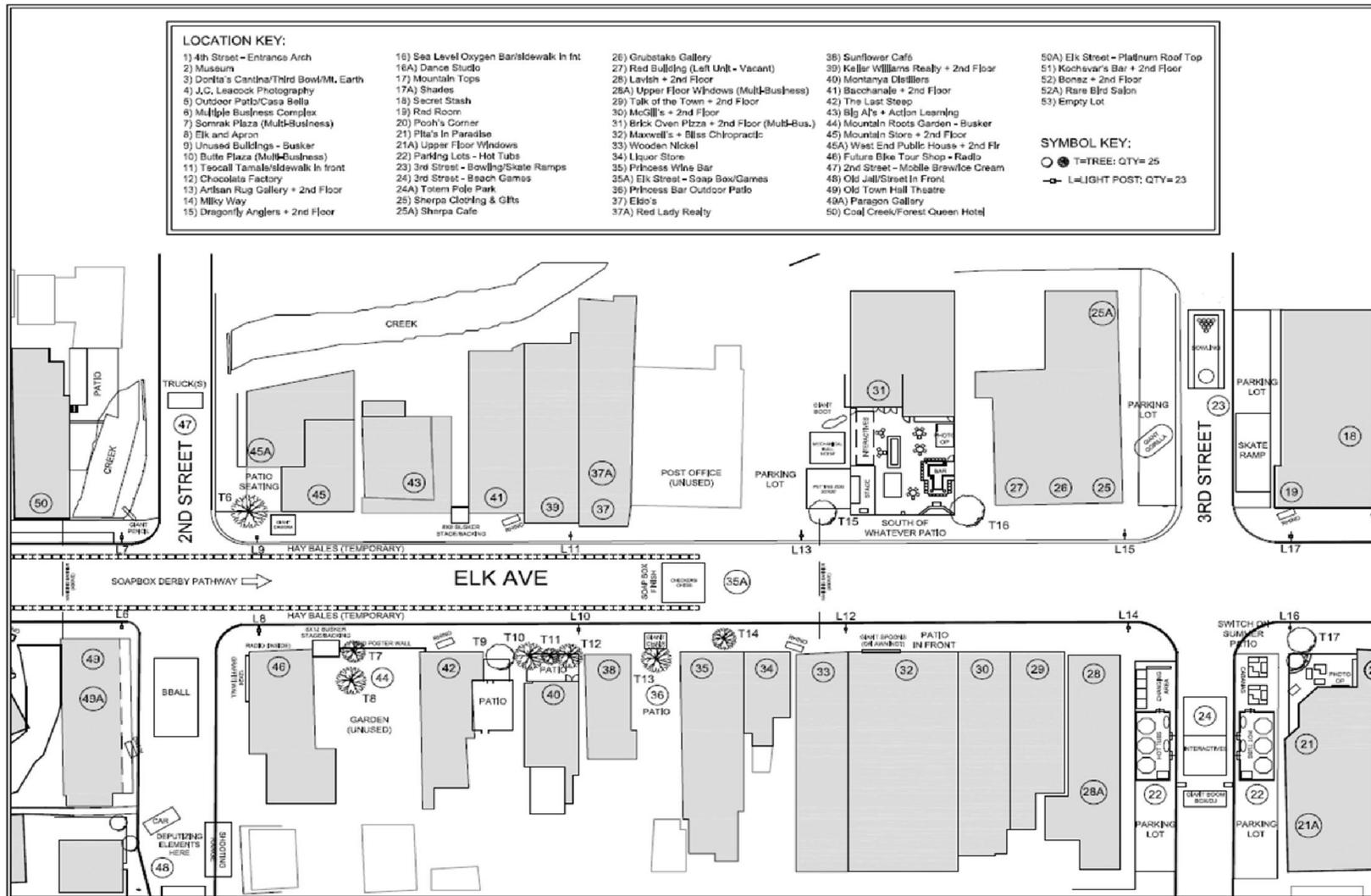
**** See actual Master Site CAD for details****

Site Map



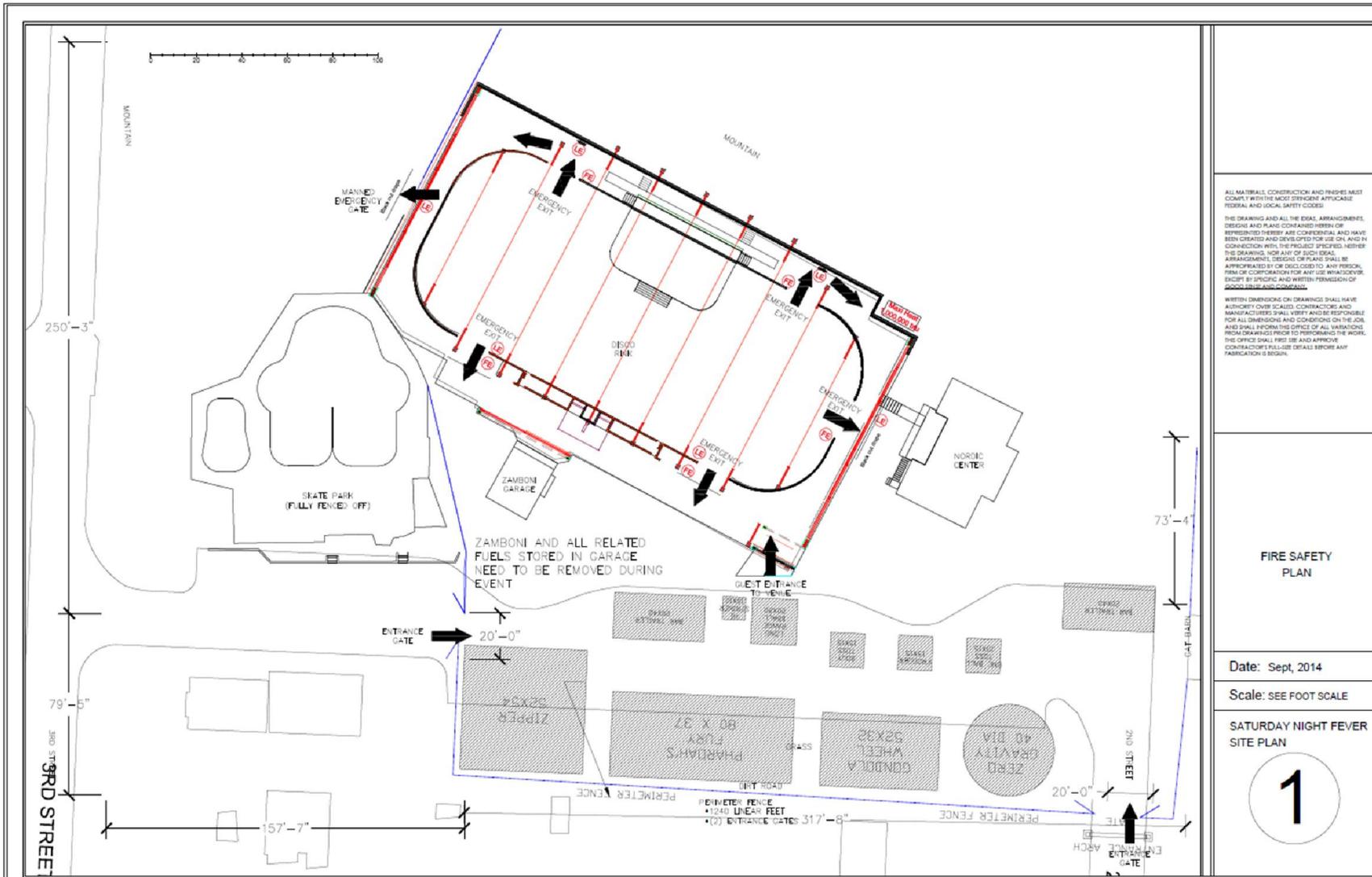
**** See actual Master Site CAD for details****

Site Map



**** See actual Master Site CAD for details****

Site Map



**** See actual Master Big Mine Arena Site CAD for details ****

Whatever, USA

Street Closure Plan

Street Closure Plan

Elk Avenue – Temporary Closure Plan

Date	Duration	Location	Conditions
8/25	11:00 p.m.-6:00 a.m. (start dates is dependent on contract/event approval's)	Elk Avenue 4 th to 3 rd	Wooden barricades set up/removed by Public Works/Mosaic; Vehicles will have no access and street should be cleared of any vehicles on curb; Pedestrians will have access but caution should be used; street will operate as normal during business hours; Graphic applications will be applied to both 2 nd & 3 rd story windows; G Blocks and vertical truss towers installed
8/26	10:00 p.m.-6:00 a.m.	Elk Avenue 3 rd to 2 nd	See above
8/27	10:00 p.m.-6:00 a.m.	Elk Avenue 2 nd to 1 st	See above

Elk Avenue – Permanent Closure Plan

Date	Duration	Location	Conditions
8/26- 9/12	9:00 am – event duration (start dates is dependent on contract/event approval's)	Big Mine Arena	Parking Lot access will be closed beginning 8/25 – 9/12; plans have been made to allow parking for Nordic businesses/employees
9/2 - 9/8	12:01 a.m..	Elk Avenue 4 th to 3 rd & 3 rd St, .North/South sides, to alley ways	Wooden barricades set up/removed by Public Works; Vehicles will have no access and street should be cleared of any vehicles on curb; Pedestrians will have access but cautioned
9/3 - 9/8	12:01 a.m.	Elk Avenue 3 rd to 1 st & 2 nd St. North/South sides, to alley ways	See above
9/5	4:00 p.m. – 6:00 pm	Elk Avenue 6 th to 4 th	Temporary closure from 4 way, to 4 th , Minimizing congestion during the unload of the 1300 guest

Street Closure Plan

Elk Avenue – Temporary Closure Plan

Date	Duration	Location	Conditions
8/26	12:01 a.m. – 10:00 p.m.	Elk Avenue 4 th to 1st	Wooden barricades set up/removed by Public Works; Vehicles will have no access and street should be cleared of any vehicles on curb; Pedestrians will have access but caution
8/27	6:00 a.m. - 12:00 p.m.	Elk Avenue	Reopened, street seal coating to take place 9/8-9/11, TBD – planning with Public Works
8/28	6:00 a.m. – 12:00 p.m.	Elk Avenue	Stripping and cross walk painting – Public Works
9/5 & 9/6	10:00 p.m. – 10:45 p.m.	2 nd St. (Elk to Big Mine)	Temporary closing; event attendees will be escorted by event security from Elk Ave, to Big Mine Arena

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Transportation Plan

Public/Private Transit Plan

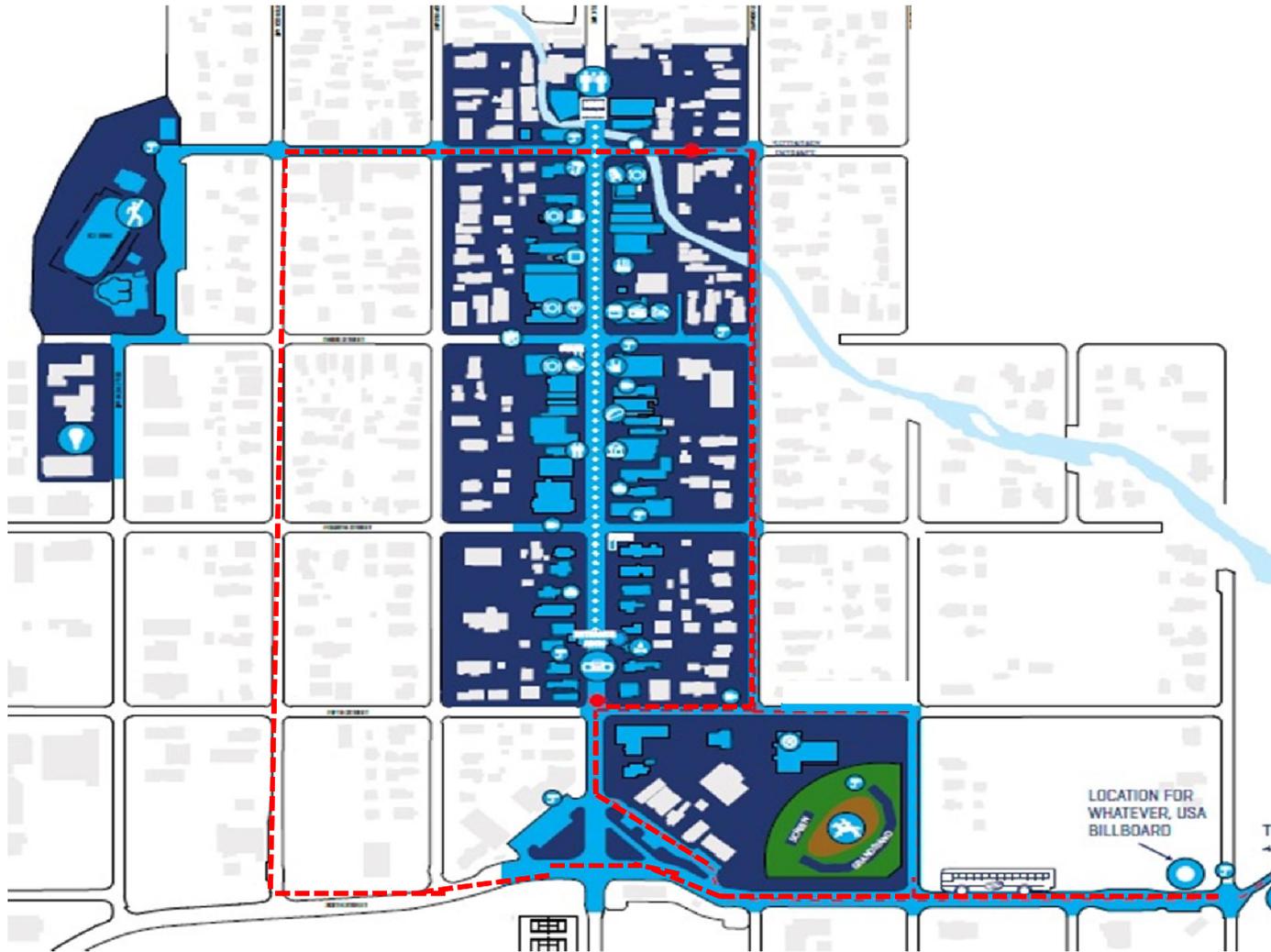
Public Bus Routing

Date	Duration	Bus Route	Conditions
8/25-8/27	10:00 p.m.-6:00 a.m.	Maroon By Pass	Busses will run on pre approved Maroon by pass. Route through 2 nd St., per normal route
9/2-9/4	6:00 a.m. – event duration	Maroon By Pass	See above
9/5-9/7	6:00 am- event duration	5 th St By Pass	Busses will run pre approved 5 th Street By Pass
9/8-9/9	6:00 am- event duration	5 th St By Pass	Busses will run pre approved 5 th Street By Pass

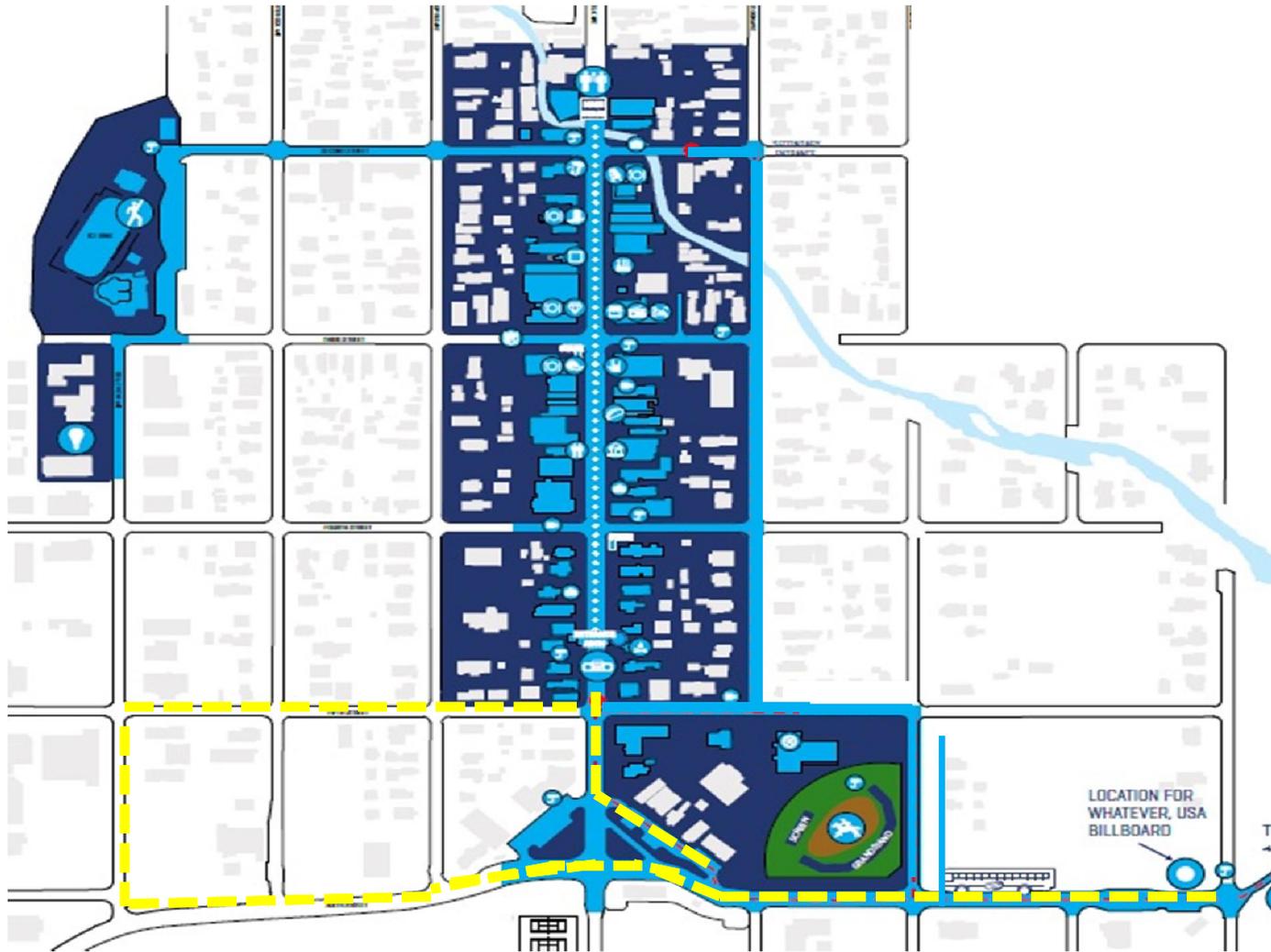
Private Bus Routing

Date	Duration	Bus Route	Conditions
9/5	4:00 p.m.-5:00 a.m.	Gothic Ave. to 5 th St	Busses will run on pre approved 5 th Street By Pass, drooping passengers at 5 th and Elk; 50 passenger busses will drop guest until all 1330 guest are at ribbon cutting ceremony
9/5	6:00 p.m. to 12:00 a.m.	5 th Street By Pass	(1-2) 50 Passenger buses will continuously service route
9/5	11:00 p.m. to 1:00 a.m.	Bellevue By Pass	(1-8) 50 Passenger buses will continuously service route, picking up guest outside of Big Mine Arena and transporting them to Mt CB
9/6	9:00 a.m. to 10:00 p.m.	5 th Street By Pass	(1-2) 50 Passenger buses will continuously service route
9/6	11:00 p.m. to 1:00 a.m.	Bellevue By Pass	(1-8) 50 Passenger buses will continuously service route, picking up guest outside of Big Mine Arena and transporting them to Mt CB

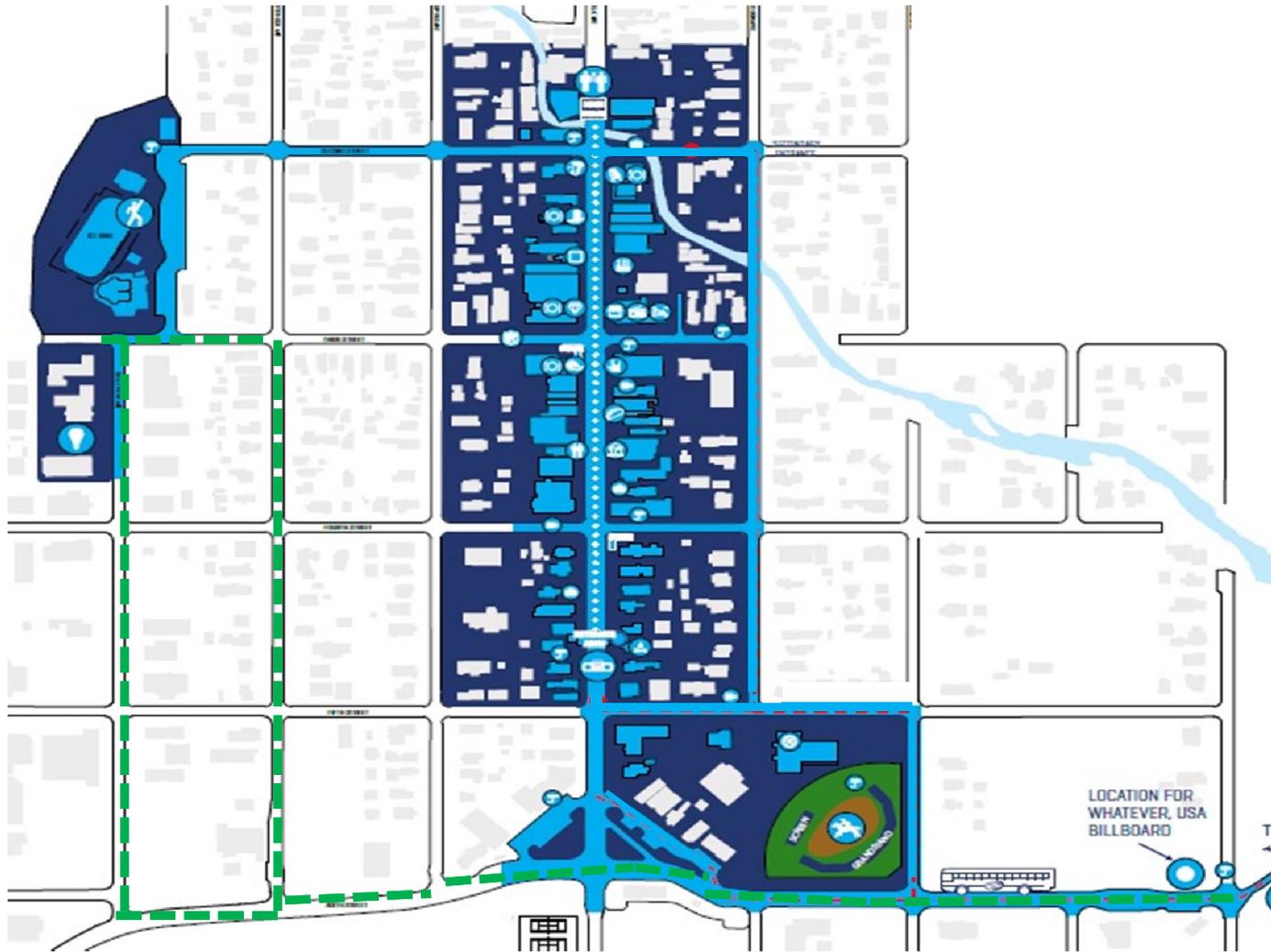
Maroon By Pass Bus Route



5th St. By Pass Bus Route



Bellevue Bus Route (Private)



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Security & Fencing Plan

Security Staffing

Local Law Enforcement [x20]

- SB Town Marshall serves as head of security throughout event.
- All Marshals will be on call through this event.
- Responsible for all channels for security to communicate with staff and between all groups.

Patriot Managers [x8]

- Arrive Monday 9/1
- Depart Monday 9/8
- Manage all support staff, local managers and guard subcontractor

Local Crested Butte Security Managers [x6]

- Responsible for all issues regarding residents and town workers
- Coordinating deliveries for stores

Staff Credentials Specialist [x2]

- Arrive Monday 9/1
- Depart Monday 9/8
- Responsible for all staff credentials

Security Officers [x80]

- Responsible for 24/7 guard posts in town and mountain
- Responsible for special event security and access control
- Staffing 24/7 Command Center

Security Scenarios

Mob Scenario:

In the event that an unforeseen number of people attend the Bud Light Special Event, September 5-7th, and additional law enforcement is needed, the following is the Crested Butte Marshal's Department contingency plan. The first available resources will come from the Gunnison County Sheriff's department and the Gunnison Police department. Through these 2 agencies we could expect to receive 4-6 officers in a couple of hours. If additional law enforcement is needed, I would be able to call upon the Colorado Association of Chiefs of Police's organization, and hopefully get additional officers by mid day Saturday, September 6th.

In the event that things get completely out of control, and adequate law enforcement is unavailable, I will have full authority to cancel or suspend all further Anheuser Busch activities. Anheuser Busch will then need to bus all of their participant back to their hotel rooms until further planning occurs.

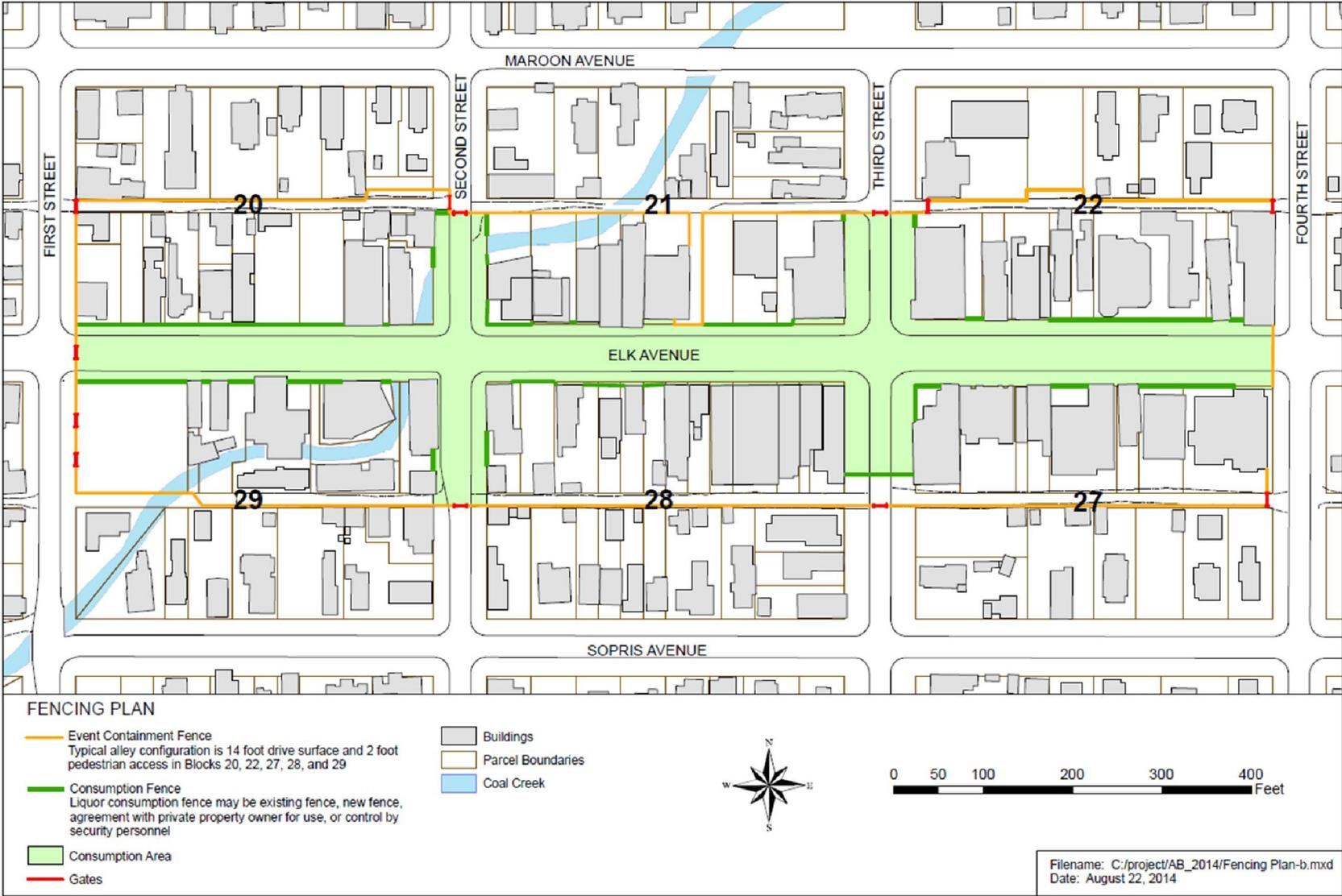
C.B. Town Marshall

Security Placement

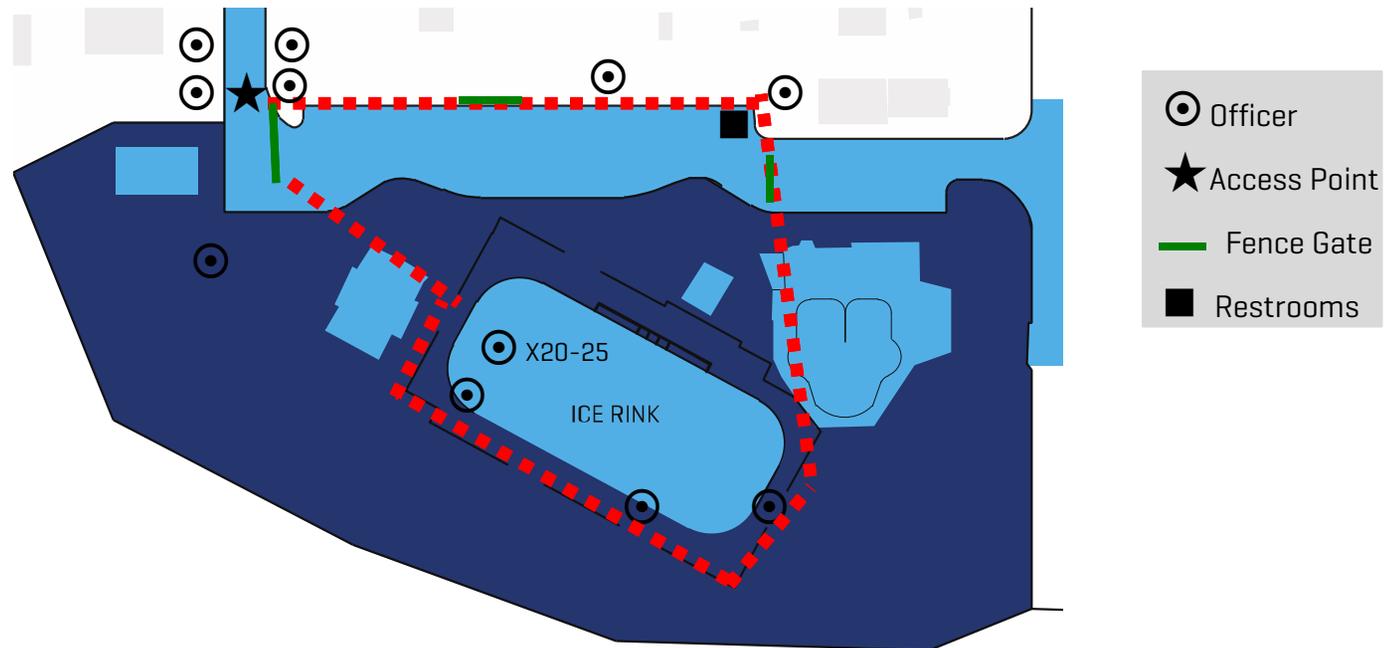
Placement

- Concentrated security measures [30+ officers] for marquee events including:
 - Friday night concert and Light the nights at Big Mine
 - Welcome Parade, Main Stage Concert
- Patio parties will have dedicated security staff
- Each participatory event will have an accompanying security officer
- Each active account will have door security to monitor wrist bands and access and interior security for crowd control
- 24/7 perimeter and alley patrol
- Security must enforce the laws within the Entertainment District; restricting the entrance of outside alcohol into both on and off premise accounts

Security - Entertainment District Consumption Perimeter

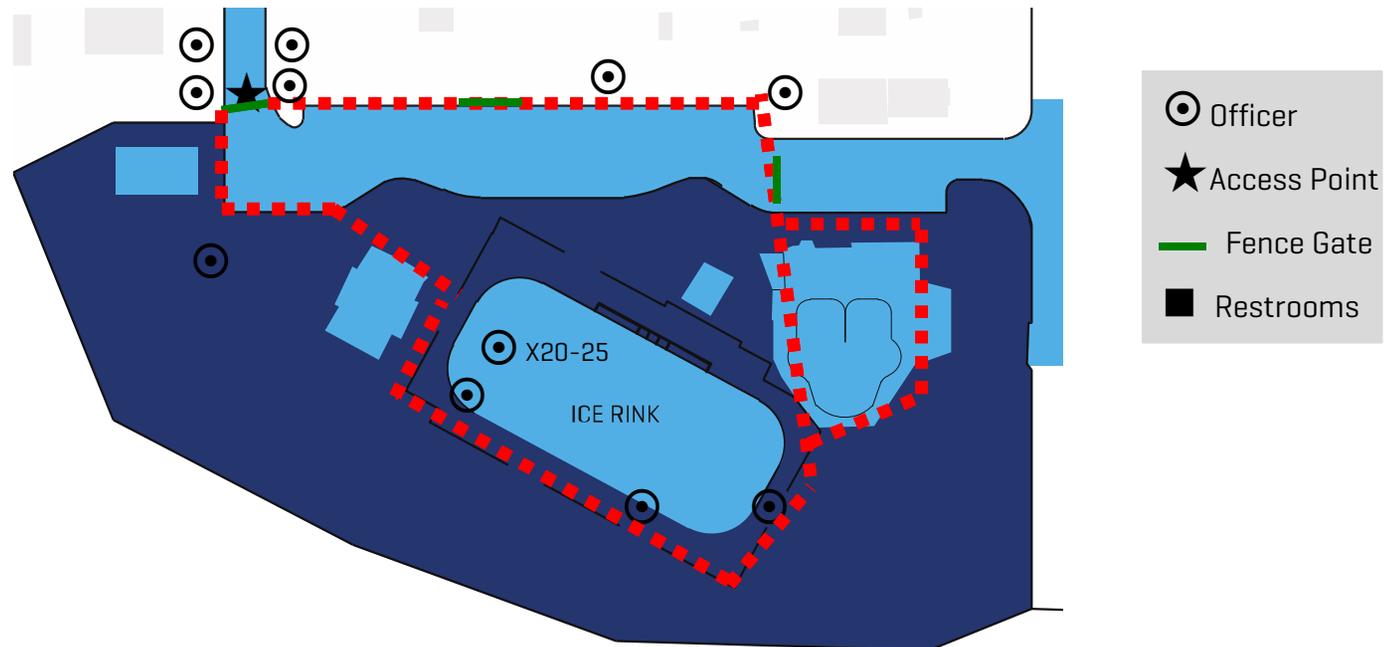


Security Big Mine Perimeter Pre Production



- Pre Production Fencing plan will exist until 9/5 10:00 am; This will allow business in Nordic Center to operate until even day
- Approximately 1,400 feet of 6' high temporary fence
- Inside and outside mesh branding on show-facing areas

Security Big Mine Perimeter Live Event



- Live Event Fencing plan will exist until 9/8 9:00 am; we will then need to adjust fencing back to pre production plan for strike duration; 9/12
- Friday night concert and Saturday Light the Night will have concentrated security of ~30 officers

Security Venue Perimeter



- Install: start on Thursday morning, completed on early Friday morning
- Removal: start Sunday at evening, complete Monday am
- 6' chain link fencing

Security Venue Perimeter



Perimeter Access

- Placed on edge of event perimeter
- 9 foot Emergency lanes will be kept open on both alleyways running parallel to Elk Street
- Lanes will be used for EMS and LE
- Residents will receive credentials to allow access to homes

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EMS Plan

EMS Plan

Staging:

- 3-3 man Crews
- Each EMT/Paramedic/Firefighter will be equipped with:
- Response backpack
- WUSA Fire/EMS branded shirts for identification purposes
- Full access bracelets
- 3 EMS Ranger ATV's [with patient transport capabilities]
- One Ambulance

EMS Plan

Staging locations:

Crested Butte:

Friday September 5th

Afternoon: 3:30 p.m. to 9:30 p.m.

Team Staging: 3-3 man backpack teams on Elk

Team One: Corner of 4th of Elk area with rover capabilities to 6th

Team Two: 3rd and Elk Avenue area with rover capabilities to 2nd and stage area

Team Three: Rover Team from 6th to 1st with relief of other crews built in

Ranger Staging: CB EMS Ranger 1: Inside gate North West side of 4rd Street

CB EMS Ranger 2: Inside gate North West side of 2nd Street

CB EMS Ranger 3: Rover EMS relief and response unit

Evening Staging: 9:00 pm to 1:00 am at the Ice Rink

3-3 man Crews/Rangers/Ambulance

Team One: Inside gate south side of parking lot

Team Two: Inside gate on west side of rink

Team Three: Inside gate as a rover crew walking around with a response backpack

Ranger Staging: CB EMS Ranger 1 & 2: Inside fence (one to cover inside area, 2 for staging for call to Elk)

CB EMS Ranger 3: Inside gate to support east side

Ambulance: Staged on East Side of rink during concert

There will be a dedicated Ambulance on standby for the WUSA event for the entire 48 hour operational period

EMS Plan – Crested Butte

Staging locations:

Crested Butte:

Saturday September 6th

Crested Butte: 9:00 a.m. to 9:00 p.m.

Team Staging: 3-3 man backpack teams on Elk

Team One: Corner of 4th of Elk area with rover capabilities to 6th

Team Two: 3rd and Elk Avenue area with rover capabilities to 2nd and stage area

Team Three: Rover Team from 6th to 1st with relief of other crews built in

Ranger Staging: CB EMS Ranger 1: Inside gate North West side of 4rd Street

CB EMS Ranger 2: Inside gate North west side of 2nd Street

CB EMS Ranger 3: Rover EMS relief and response unit

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Ambulance: Staged on East Side of rink during concert

There will be a dedicated Ambulance on standby for the WUSA event for the entire 48 hour operational period

EMS Plan – Mt. Crested Butte

Friday:

The WUSA ambulance will be available for EMS calls in Mt. Crested Butte area if Needed

Saturday:

There will be an additional Ambulance and Crew Stationed at CBMR on Saturday September 6th from 9am-5pm for all the activities in Mt. Crested Butte area

*The Crested Butte Fire Protection District will also have our Physician Advisor/Medical Director Board Certified ER Doctor on duty for the entire 48 hour Period

** Fire/EMS Command staff on Duty for the 48 hour operational period

***If crowds exceed 3000+ an additional Ranger/ATV will be needed with Additional resources and crew members

Whatever, USA

Communication Plan

Communication Plan

WUSA Communication Plan

The plan will inform the community of what to expect leading up to event. The Town will utilize three sources of communications:

- Town of Crested Butte
- Crested Butte News
- KBUT Radio
- CB Chamber of Commerce

The aim of this plan is to educate/inform residents, businesses and guest of impacts of this event [pre/during/prior]

Communication Plan

The Plan includes one paragraph summaries of the following plans:

Fencing Plan

Kid's Plan

Local Access

Parking Plan

Post Office Access

Road Closures

Transportation Re-routes for weekend

Timing

KBUT – revolving PSAs will be scheduled on August 22 to be released in the event the event moves forward.

CB News

August 28 – all

September 4 – all

e-blasts via Town of CB and Chamber will be pre-queued beginning August 26.

August 26/28/30, Sept 2/4 – All plans

Revolving updates building up to event.

Whatever, USA

Credential Plan

Credentials



Access Parameters

- **Blue - Winners** - access to all activities. Free food and Bud Light from active accounts
- **Black - VIP** - AB Exec's, Mosaic/Fusion Exec's- access to all activities. Free food and Bud Light from active accounts/back stage/Production Village
- **Green - Artist** - Free food and Bud Light from active accounts/back stage/Production Village
- **Purple - Film/Media** - access to all activities. Free food and Bud Light from active accounts/back stage/Production Village
- **Red- Production staff** - Big Mine access beginning 8/25; Production Village, Elk Ave, and all active accounts; NO FOOD OR BUD LIGHT PLAN.
- **Light Green - Brand Ambassadors** - access to all activities. Free food and active accounts/back stage/Production Village/ big mine. NOT ALLOWED TO DRINK ANY ALCOHOL
- **Orange - Local** - Residents/Enduro Bike Racers - MUST BE LDA; access to Elk Ave. public entertainment [no participatory events], general account access. Free Bud Light from active accounts NO FOOD.
- **Grey -Local UNDER 21** - Elk Ave. Employee and Under age Enduro Riders, must have proof of employment to receive credential or on employer list/registered riders list. NO FOOD/ALCOHOL OF ACCESS TO PARTICIPATORY EVENTS
- **White - Event Directors/Steering Committee**

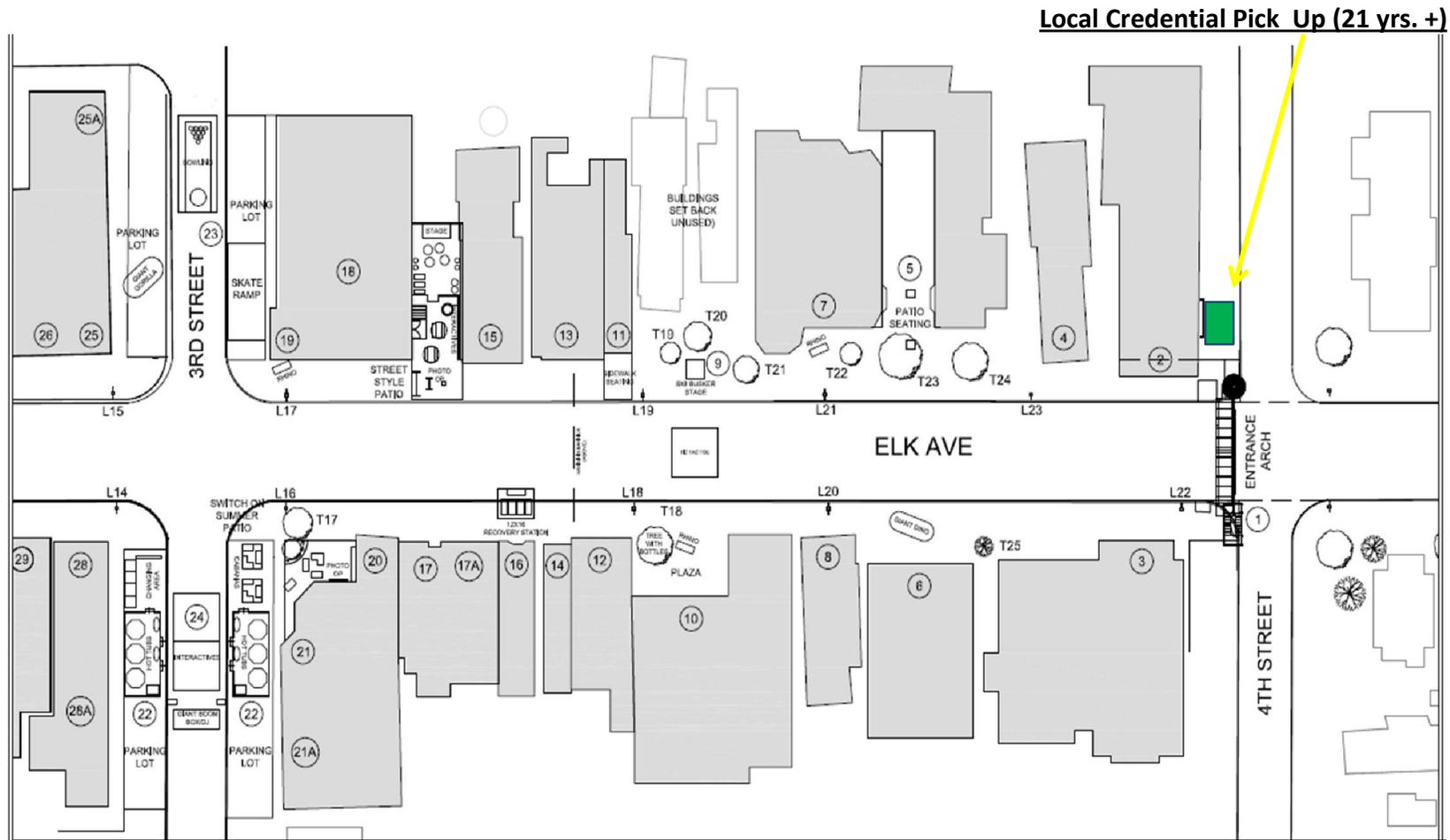
Credential Distribution

Access Parameters

- **Blue - Winners** - receive credentials during registration at CBMR
- **Black - VIP** - receive credentials during registration at CBMR
- **Green - Artist** - receive credentials during registration at CBMR
- **Purple - Film/Media** - receive credentials during registration at CBMR
- **Red - Production staff** - receive at production village by Mosaic Operations Manager.
- **Light Green - Brand Ambassadors** - receive credentials during registration at CBMR
- **Orange - Local** - receive at "Local Registration Tent" at 4th and Elk, near arch entry way
- **Grey - Local UNDER 21** - receive at "Local Registration Tent" at 4th and Elk, near arch entry way; , must have proof of employment to receive credential or on employer list or registered riders list.
- **White - Event Directors/Steering Committee** - TBD, pick up prior to event

Note: Residents within the event footprint will need to show event credentials at fence entry points to gain access; residents within this footprint will be notified of credential procedure by Town representative

Credential Distribution



**** See actual Master Site CAD for details****

Whatever, USA

Food and Beverage

Food and Beverage

Food and Beverage Overview

- Complimentary AB Products will be available to winners and town guests (21+) throughout the event. All participants will be wearing wristbands for easy identification. Beverage will be available in the bars and restaurants along Elk Avenue, as well as in the Centre for the Performing Arts, Old Town Hall and Big Mine Arena. All other brands of beer and spirits will be removed from the premises
- Mt. Spirits will be closed via buyout
- Marquee Events scheduled in Big Mine Arena for both Friday and Saturday night. Bars and activities along Elk will remain open during the same time period. Bud Light products will be available in all of them
- Bars and Entertainment venues on Elk Ave will be open throughout the evening; excluding private events

- A central crew meal location will also be in operation in Whatever USA August 25-September 10. The location, times and final details to be finalized

Payments and Deliveries

- Each account will be given a deposit and an estimated amount of food/beer to order based on individual scope of involvement and size
- Fusion will settle up the tab with each account on Sunday 9/7. Accounts receivable, payable and taxes will remain unchanged as normal procedure
- The perimeter will be gated on each cross street and during police approved times, pull trucks into the cross streets. We will supplement man power to bring goods to individual businesses

Food and Beverage

Friday, September 5

5:00pm – 10:30pm

- Participating restaurants [majority of those on Elk] will be open for Whatever USA DineAround. Each will have a limited menu, and winners will have the opportunity to choose where they would like to have dinner

Saturday, September 6

10:00am – 6:00pm

- Participating restaurants [majority of those on Elk] will be open for Whatever USA lunch. Each will have a limited menu, and winners will have the opportunity to choose where they would like to have lunch.

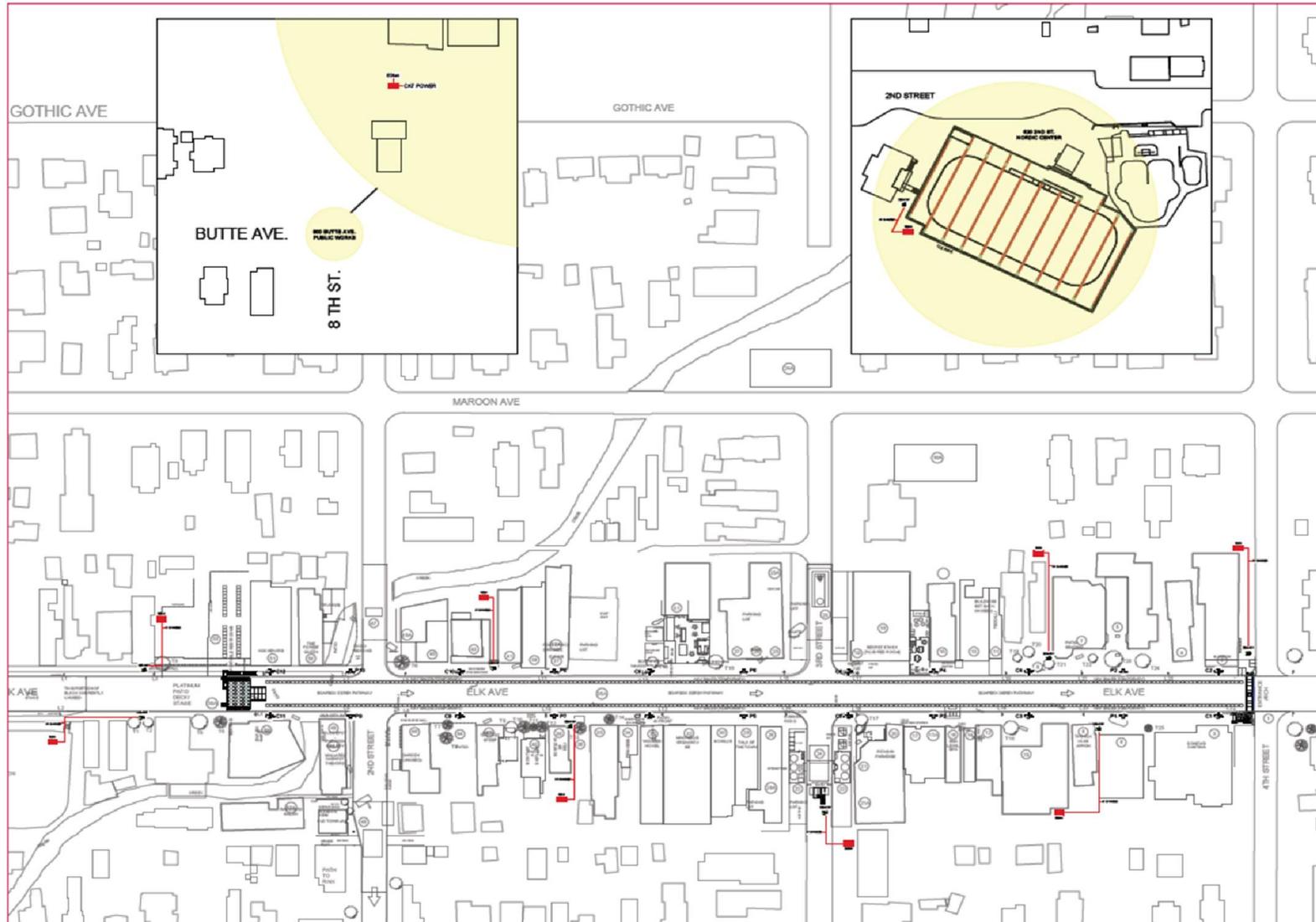
6:00pm – 9:00pm

- Family dinner on Elk Avenue for all winners. Tables set up throughout the street, and participating restaurants will provide family style service menu for the group. AB products will be served throughout.
- Family dinner will be restricted to event participants only; general public will still have access to all Elk Ave. establishments

Whatever, USA

Power & Generator Plan

CAT Power Plan



**** Actual generator placement may vary, due to private events**

CAT Power Plan



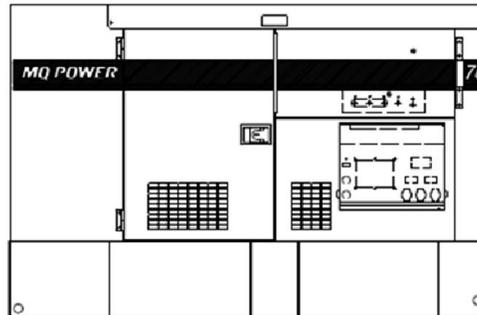
DCA70SSJE2 MQ POWER Series Generator

WhisperWatt™

Prime Rating — 56 kW (70 KVA)

Standby Rating — 62 kW (77 KVA)

3-Phase, 60 Hertz, 0.8 PF



STANDARD FEATURES

- Heavy duty, 4-cycle, direct injection, turbocharged, charge air cooled diesel engine provides maximum reliability.
- Brushless alternator reduces service and maintenance requirements and meets temperature rise standards for Class H insulation systems.
 - Open delta alternator design provides virtually unlimited excitation for maximum motor starting capability.
 - Automatic voltage regulator (AVR) provides precise regulation.
- Electronic governor system maintains frequency to $\pm 0.25\%$.
- Full load acceptance of standby nameplate rating in one step (NFPA 110, para 5.6.3.1.2).
- Sound attenuated, weather resistant, steel housing provides operation at 65 dB(A) at 23 feet. Fully lockable enclosure allows safe unattended operation.
- Internal fuel tank with direct reading fuel gauges are standard.
- E-coat and powder coat paint provide durability and weather protection.
- Digital engine gauges including oil pressure, water temperature, battery volts, engine speed, and fuel level.
- Analog generator instrumentation including AC ammeter, AC voltmeter, frequency meter, ammeter phase selector switch, voltmeter phase selector switch, and voltage regulator adjustment potentiometer.
- ECU830 microprocessor-based digital generator controller.
 - Remote 2-wire start/stop control.
 - Operational temperature range of -40° to 85° C.
 - High visibility LCD display with heated screen and alphanumeric readout.
 - Modbus interface for gauge panel and expansion options.
 - DPF cleaning cycle indication.
- Automatic safety shutdown system monitors the water temperature, engine oil pressure, low coolant, overspeed, and overcrank. Warning lights indicate abnormal conditions.
- Fully covered power panel. Three-phase terminals and single phase receptacles allow fast and convenient hookup for most applications including temporary power boxes, tools and lighting equipment. All are NEMA standard.
- Fuel/water separator. Removes condensation from fuel for extended engine life.
- Simultaneous single and three phase power.
- Emergency Stop Switch. When manually activated, shuts down generator in the event of an emergency.
- EPA emissions certified - Tier 4i emissions compliant.
 - Engine fitted with DOC and DPF.
- Spill Containment - Bunded design protects environment by capturing up to 120% of engine fluids.

DCA70SSJE2 — MQ POWER SERIES GENERATOR — REV. #0 (09/10/12)

CAT Power Plan



DCA70SSJE2 MQ POWER Series Generator

SPECIFICATIONS

Generator Specifications		
Design	Revolving field, self-ventilated drip-proof, single bearing	
Armature Connection	Star with Neutral	Zig Zag
Phase	3	
Standby Output	62 KW (77 KVA)	44 KW
Prime Output	56 KW (70 KVA)	40 KW
30 Voltage (L-L-N) Voltage Selector Switch at 30 240/139	208Y/120, 220Y/127, 240Y/139	N/A
30 Voltage (L-L-N) Voltage Selector Switch at 30 480/277	416Y/240, 440Y/254, 480Y/277	N/A
180 Voltage (L-L-N) (Voltage Selector Switch at 180 240/120)	N/A	240/120
Power Factor	0.8	1.0
Voltage Regulation (No load to full load)	±0.5%	
Generator RPM	1800	
Frequency	60 Hz	
No. of Poles	4	
Excitation	Brushless with AVR	
Frequency	60 Hz	
Frequency Regulation: No Load to Full Load	Isochronous under varying loads from no load to 100% rated load	
Frequency Regulation: Steady State	±0.25% of mean value for constant loads from no load to full load.	
Insulation	Class H	
Sound Level dB(A) Full load at 23 feet	65	

Engine Specifications	
Make / Model	John Deere / 4045HF632
Emissions	EPA Interim Tier 4 Certified
Starting System	Electric
Design	4-cycle, water cooled, direct injection, turbocharged, charge air cooled and EGR
Displacement	275.0 in ³ (4500 cc)
No. cylinders	4
Bore x Stroke (mm)	106 x 127
Gross Engine Power Output	107 hp (80 KW)
BMEP	168 psi (1161 kPa)
Piston Speed	1500 ft./min. (7.62 m/s)
Compression Ratio	16.1:1
Engine Speed	1800 rpm
Overspeed Limit	2070 rpm
Oil Capacity	9.88 gallons (14.7 liters)
Battery	12V 75Ah x 1

Fuel System		
Recommended Fuel	ASTM-D975-No. 1 & No. 2-D*	
Maximum Fuel Flow (per hour)	15.9 gallons (60 liters)	
Maximum Inlet Restriction (in)	8.9 in. (225 mm)	
Fuel Tank Capacity	103 gallons (260 liters)	
Fuel Consumption	gph	lph
At full load	4.3	16.2
At 3/4 load	3.4	12.7
At 1/2 load	2.7	10.1
At 1/4 load	2.0	7.4

* Use ultra-low sulfur diesel fuel.

Cooling System	
Fan Load	4.2 hp (3.1 kW)
Coolant Capacity (with radiator)	5.92 gallons (22.4 liters)
Coolant Flow Rate (per minute)	58 gallons (218 liters)
Heat Rejection to Coolant (per minute)	3088 Btu (3.2 MJ)
Maximum Coolant Friction Head	14.9 psi (103 kPa)
Maximum Coolant Static Head	78.7 feet (24.0 meters)
Ambient Temperature Rating	104°F (40°C)

Air	
Combustion Air	181 cfm (5.1 m ³ /min)
Maximum Air Cleaner Restriction	25 in. H ₂ O (6.25 kPa)
Alternator Cooling Air	526 cfm (14.9 m ³ /min)
Radiator Cooling Air	3393 cfm (96.1 m ³ /min)
Minimum Air Opening to Room	6.03 ft ² (0.56 m ²)
Minimum Discharge Opening	3.33 ft ² (0.31 m ²)

Exhaust System	
Gas Flow (full load)	399 cfm (11.3 m ³ /min)
Gas Temperature	835°F (446°C)
Maximum Back Pressure	52 in. H ₂ O (13 kPa)

Amperage	
Rated Voltage	Maximum Ampe
10 120 Volt	155.4 Amps (4 wire) 168A x 2 (Zigzag)
10 240 Volt	77.8 Amps (4 wire) 168A (Zigzag)
30 240 Volt	168 Amps
30 480 Volt	84 Amps
Main Line Circuit Breaker Rating	175 Amps
Over Current Relay Trip Set Point 480V Mode Only	84 Amps

WARRANTY*

John Deere Engine

12 months from date of purchase with unlimited hours or 24 months from date of purchase with 2000 hours (whichever comes first).

Generator

24 months from date of purchase or 2000 hours (whichever occurs first).

Trailer

12 months excluding normal wear items.

*Refer to the express written, one-year limited warranty sheet for additional information.

NOTICE

Generator is not intended for use in enclosed areas or where free flow of air is restricted.

Backfeed to a utility system can cause electrocution, shock and/or property damage. **DO NOT** connect to any building's electrical system except through an approved device.

Specifications are subject to change without notice.

CAT Power Plan

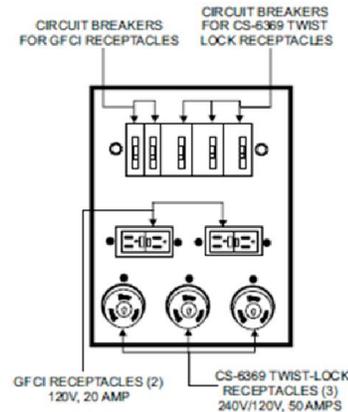
MQ **DCA70SSJE2**
MULTIQUIP **MQ POWER Series Generator**

MQ POWER DECIBEL LEVELS

Our soundproof housing allows substantially lower operating noise levels than competitive designs. WhisperWatts are at home on construction sites, in residential neighborhoods, and at hospitals — just about anywhere.

- 90 — Subway / truck traffic
- 80 — Average city traffic
- 70 — Inside car at 60 mph
- 65 — **WhisperWatt at 23 feet**
- 60 — Air conditioner at 20 feet
- 50 — Normal conversation

GENERATOR OUTPUT PANEL



OPTIONAL GENERATOR FEATURES

- **Battery Charger** — provides fully automatic and self-adjusting charging to the generator's battery system.
- **Jacket Water Heater** — for easy starting in cold weather climates.
- **Special Batteries** — long life batteries provide extra engine cranking power.
- **Spring Isolators** — provides extra vibration protection for standby applications.
- **Trailer Mounted Package** — meets National Highway Traffic Safety Administration (NHTSA) regulations. Trailer is equipped with electronic or surge brakes with double or triple axle configuration.

OPTIONAL CONTROL FEATURES

- **Audible Alarm** — alerts operator of abnormal conditions.
- **Emergency Stop Switch** — when manually activated, shuts down generator in the event of an emergency.

OPTIONAL OUTPUT CONNECTIONS

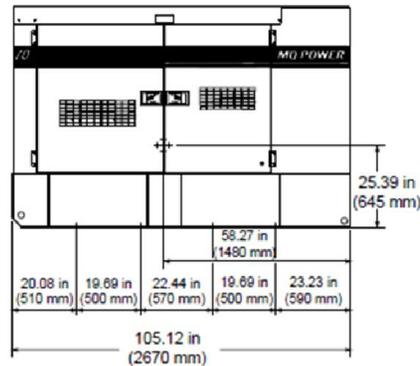
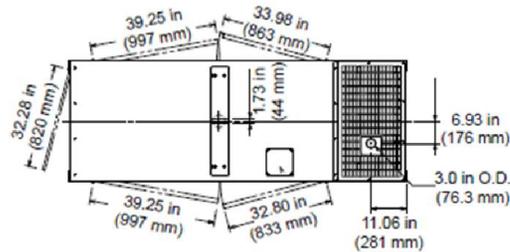
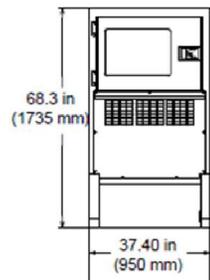
- **Cam-Lok Connectors** — provides quick disconnect alternative to bolt-on connectors.
- **Pin and Sleeve Connectors** — provides industry standard connectors for all voltage requirements.
- **Output Cable** — Available in any custom length and size configuration.

CAT Power Plan



DCA70SSJE2
MQ POWER Series Generator

DIMENSIONS



Weight	
Dry Weight	3,594 lbs. (1,630 kg)
Wet Weight	4,410 lbs. (2,000 kg)
Max. Lifting Point Capacity	6,960 lb. (3,157 kg)

Generator can be placed on MQ Power Trailer TRLR70US.

Manufactured by Denyo Co.

Your Multiquip dealer is:

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 DCA70SSJU4I Rev. #0 (09/10/12)

MQ MULTQUIP
 POST OFFICE BOX 6254
 CARSON, CA 90749
 310-537-3700 • 800-883-2551
 FAX: 310-604-3831
 E-MAIL: sales@multiquip.com
 WEBSITE: www.multiquip.com

CAT Power Plan



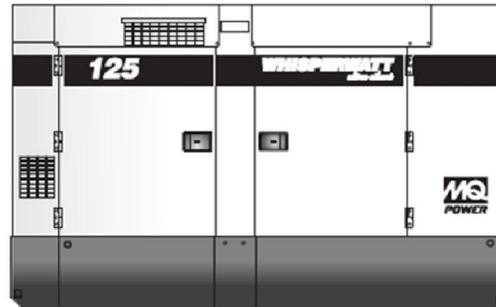
DCA125USI
Ultra-Silent Series

WhisperWatt™ 125

Prime Rating: 100 kW (125 kVA)

Standby Rating: 110 kW (137 kVA)

60 Hertz



Standard Features

- **Heavy duty, 4-cycle, direct injection, turbocharged, air to air intercooled diesel engine** provides maximum reliability.
- **Brushless alternator** reduces service and maintenance requirements and meets temperature rise standards for Class F insulation systems.
- **Open delta alternator design** provides virtually unlimited excitation for maximum motor starting capability.
- **Automatic voltage regulator (AVR)** provides precise regulation.
- **Electronic governor system** maintains frequency to $\pm 0.25\%$.
- **Full load acceptance** of standby nameplate rating in one step (NFPA 110, para 5-13.2.6).
- **Sound attenuated, weather resistant, steel housing** provides operation at 65 dB(A) at 23 feet. Fully lockable enclosure allows safe unattended operation.
- **Internal fuel tank** with direct reading fuel gauges are standard.
- **Seven stage powder coat paint** provides durability and weather protection.
- **Complete engine analog instrumentation** includes DC ammeter, oil pressure gauge, water temp. gauge, fuel level gauge, tachometer/hour meter, manual engine speed control, and emergency shutdown monitors.
- **Complete generator analog instrumentation** includes voltage regulator control, ammeter phase selector switch, voltmeter phase selector switch, AC voltmeter, AC ammeter, frequency meter, panel light, and circuit breaker.
- **Automatic safety shutdown system** monitors the water temperature, engine oil pressure, overspeed, and overcrank. Warning lights indicate abnormal conditions.
- **Auto start/stop control** allows generator to start automatically in the event of a commercial power failure.
- **Complete power panel.** Fully covered; three-phase terminals and single phase receptacles allow fast and convenient hookup for most applications including temporary power boxes, tools and lighting equipment. All are NEMA standard.
- **Fuel/water separator** removes condensation from fuel for extended engine life.
- **EPA emissions certified** - Tier 3 emissions compliant.

DCA125USI Rev 2

CAT Power Plan



DCA125USI Ultra-Silent Series

Specifications

Generator Specifications	
Design	Revolving field, Self-ventilated Drip-proof, Single bearing
No. of Poles	4-pole
Excitation	Brushless with AVR
Standby Output	110 KW (137 KVA)
Prime Output	100 KW (125 KVA)
Generator RPM	1800
Voltage — 3Ø	208, 220, 240, 416, 440, 480V Switchable
Voltage — 1Ø	120, 127, 139, 240, 254, 277V Switchable
Armature Connection	Star with neutral / Zig Zag
Voltage Regulation (No load to full load)	±0.5%
Power Factor	0.8
Frequency	60 Hz
Frequency Regulation: No Load to Full Load	Isosynchronous under varying loads from no load to 100% rated load
Frequency Regulation: Steady State	±0.25% of mean value for constant loads from no load to full load
Insulation	Class F
Sound Level dB(A) Full load at 23 feet	65

Engine Specifications	
Make/Model	Isuzu / 4HK1X
Emissions	EPA Tier 3 Certified
Starting System	Electric
Design	4-cycle, watercooled, direct injection, turbocharged, air to air intercooled
Displacement	5193 cc
No. cylinders	4
Bore x Stroke (mm)	115 x 125
Gross Engine Power Output	170.3 hp (127 kW)
HP at Rated Speed	152.3 hp (113.6 kW)
BMEP	212 psi (1458 kPa)
Piston Speed	1480 ft/min (7.50 m/s)
Compression Ratio	17.5 : 1
Engine Speed	1800 rpm
Overspeed Limit	2070 rpm
Oil capacity (gallons) (liters)	6.1 (23.4)
Battery	12V 128 Ah x 1

Fuel System		
Recommended Fuel	ASTM-D975-No.1 and No. 2-D	
Maximum Fuel Flow (per hour)	19.0 gal (71.0 L)	
Maximum Inlet Restriction (Hg)	8.9 in (225 mm)	
Fuel Tank Capacity	169 gal (640 L)	
Fuel Consumption	gph	lph
at full load	7.3	27.6
at 3/4 load	5.7	21.7
at 1/2 load	4.0	15.1
at 1/4 load	2.4	9.1

Cooling System	
Fan Load	4.4 hp (3.3 kW)
Coolant Capacity (with radiator)	5.2 gal (19.7 L)
Coolant Flow Rate (per minute)	48 gal (180 L)
Heat Rejection to Coolant (per minute)	3500 Btu (3.7 MJ)
Heat Rejection from Engine (per minute)	1040 Btu (1.1 MJ)
Maximum Coolant Friction Head	6.5 psi (45.0 kPa)
Maximum Coolant Static Head	29.5 ft (9.0 m)
Ambient Temperature Rating	104°F (40°C)

Air	
Combustion Air	297 cfm (8.4 m ³ /min)
Maximum Air Cleaner Restriction	25.0 in H ₂ O (6.25 kPa)
Alternator Cooling Air	1352 cfm (38.3 m ³ /min)
Radiator Cooling Air	2944 cfm (83 m ³ /min)

Exhaust System	
Gas Flow (full load)	738 cfm (20.9 m ³ /min)
Gas Temperature	996°F (530°C)
Maximum Back Pressure	53.2 inH ₂ O (13.3 kPa)

Amperage	
Rated Voltage	Maximum Amps
1Ø 120 Volt	277.8 Amps (4 wire)
1Ø 240 Volt	138.9 Amps (4 wire)
3Ø 240 Volt	300 Amps
3Ø 480 Volt	150 Amps
Main Line Circuit Breaker Rating	300 Amps
Over Current Relay Trip Set Point	152 Amps

Warranty*

Isuzu Engine

12 months from date of purchase with unlimited hours or 24 months from date of purchase with 2000 hours (whichever comes first).

Generator

24 months from date of purchase or 2000 hours (whichever occurs first).

Trailer

12 months excluding normal wear items.

*Refer to the express written, one-year limited warranty sheet for additional information.

Generator is not intended for use in enclosed areas or where the flow of air is restricted. Backfeed to a utility system can cause electrocution and/or property damage. Do not connect to any building's electrical system except through an approved device. Specifications are subject to change without notice.

DCA125USI Rev 2

CAT Power Plan



DCA125USI Ultra-Silent Series

MQ POWER DECIBEL LEVELS

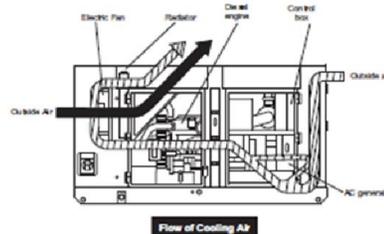
Our soundproof housing allows substantially lower operating noise levels than competitive design. WhisperWatts™ are at home on construction sites, in residential neighborhoods, and at hospitals — just about anywhere.

- 90 — Subway / truck traffic
- 80 — Average city traffic
- 70 — Inside car at 60 mph
- 65 — **WhisperWatt™ at 23 feet**
- 60 — Air conditioner at 20 feet
- 50 — Normal conversation

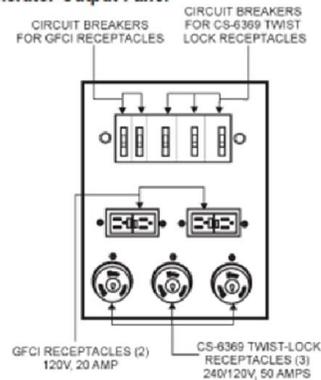
65.0
DECIBELS

Ultra-Silent Features

- ❑ **Low Noise Muffler**— Large capacity low noise muffler minimizes exhaust sound.
- ❑ **Soundproof Casing**— The new design divides the cabinet into three sections, separating the engine, muffler and radiator for more efficient cooling and reduces noise from the engine and fans.
- ❑ **New Cooling System**— An advanced design uses two separate air intake systems to cool the generator. The engine fan draws air in to cool the engine and generator housing while a second electric fan directly cools the radiator. With less air being drawn into the generator through each fan, considerably less noise is produced through the top of the generator.
- ❑ **Environmental Design** — Constructed using an integrated environmental skid and fuel tank. This design fully contains fuel leakage and any liquid that might leak from the engine such as lube oil or radiator coolant. All potentially hazardous liquids are contained without contaminating the surrounding area.



Generator Output Panel



Optional Control Features

- ❑ **Audible alarm** alerts operator of abnormal conditions.
- ❑ **Low coolant level shutdown system** provides protection from critically low coolant levels. Includes control panel warning light.
- ❑ **Emergency stop switch**

Optional Generator Features

- ❑ **Battery charger** — provides fully automatic and self-adjusting charging to the generator's battery system.
- ❑ **Jacket water heater** — for easy starting in cold weather climates.
- ❑ **Special batteries** — long life batteries provide extra engine cranking power.
- ❑ **Spring isolators** — provides extra vibration protection for standby applications.
- ❑ **Trailer mounted package** — highway legal, double axle trailer with electronic or surge brakes.

Optional Output Connections

- ❑ **Cam-Loks** — provides quick disconnect alternative to bolt-on connectors.
- ❑ **Pin and Sleeve Connectors** — provides industry standard connectors for all voltage requirements.
- ❑ **Output Cable** — available in any custom length and size configuration.

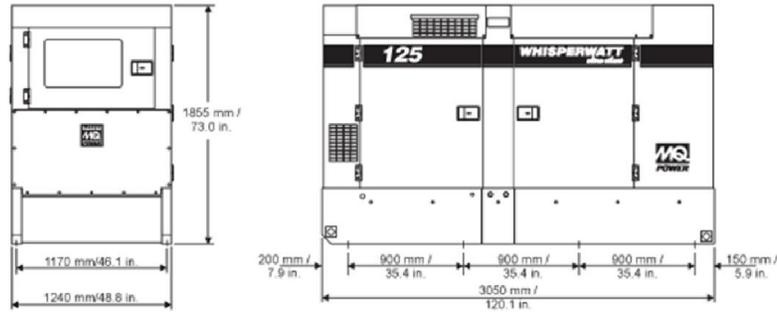
DCA125USI PW 2

CAT Power Plan

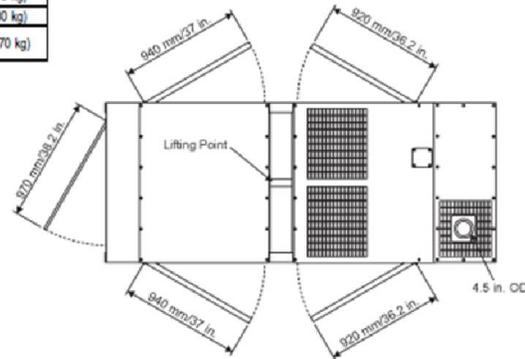


DCA125USI
Ultra-Silent Series

Dimensions



Weight	
Dry Weight	5689 lb (2580 kg)
Wet Weight	7012 lb (3180 kg)
Max. Lifting Point Capacity	14050 lb (6370 kg)



Manufactured by Denyo Co.

Your MQ Power dealer is:



MQ POWER
 POST OFFICE BOX 6254
 CARSON, CA 90749
 310-537-3700 • 800-883-2551
 FAX: 310-604-3831
 E-MAIL: mqpower@multiquip.com
 WEBSITE: www.mqpower.com

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 Rev 2 (10-10) DCA125USI

CAT Power Plan

XQ200 RENTAL



Shown without optional trailer

**STANDBY 200 kW
PRIME 182 kW
POWER MODULE
60 Hz 1800 rpm 480V**

Frequency	Voltage	Standby kW (kVA)	Prime kW (kVA)
60 Hz	480/277V	200 (250)	182 (227.5)
60 Hz	240/139V	200 (250)	182 (227.5)
60 Hz	208/120V	200 (250)	182 (227.5)

FEATURES

FUEL/EMISSIONS STRATEGY

- EPA Tier 4 Interim and CARB Certified for Non-Road Mobile applications at all 60 Hz ratings

SINGLE-SOURCE SUPPLIER

- Factory designed and fully prototype tested with certified torsional vibration analysis available
- ISO 9001:2000 compliant facility

CAT® C7.1 Interim 4 ACERT™ DIESEL ENGINE

- Utilizes ACERT Technology and Cat NOx Reduction System (NRS)
- Cat CEM exhaust after treatment
- Four-stroke diesel engine combines consistent performance and excellent fuel economy with minimum weight
- Electronic engine control

CAT LC SERIES GENERATOR

- Matched to the performance and output characteristics of Cat engines
- UL 1448 Recognized Class H insulation

CAT EMCP 4.2 CONTROL PANEL

- Fully featured power metering, protective relaying and engine/generator control and monitoring
- Simple user friendly interface and navigation
- Automatic set-point adjustment

CAT DIGITAL VOLTAGE REGULATOR (CDVR)

- Three-phase sensing
- Adjustable volts-per-hertz regulation
- Provides precise control, excellent block loading, and constant voltage in the normal operating range

ENCLOSURE

- Highly corrosion resistant 12 gauge galvanealed sheet steel construction
- Two coat polyester powder-coated finish
- Six access doors for ease of maintenance
- Secure and safe design with safety glass control panel viewing window with lockable access door
- Fuel fill and battery can only be reached through lockable access doors
- Certified single point lifting eye and lifting points on the base frame

DISTRIBUTION PANEL

- Switchable voltage from 480/277V 3 phase to 240/139V 3 phase (can be adjusted down to 208/120V 3 Phase), 240/120V 1 phase

REAR CUSTOMER ACCESS

- Separate control panel and distribution panel access doors
- Hinged door over main bus connectors
- Emergency stop on panel
- Remote start/stop contacts

ENVIRONMENTALLY FRIENDLY DESIGN

- EPA Tier 4 Interim certified
- 110% spill containment of onboard engine fluids
- Meets 71 dB(A) at 7 m per SAE J1074

RENTAL READY FEATURES

- Anti-condensation heater 110-120 VAC
- Coolant heater 110-120 VAC
- UL Listed battery charger
- Solar powered battery maintainer
- Cam lock distribution system

CAT Power Plan



X Q 200 RENTAL

FACTORY INSTALLED STANDARD EQUIPMENT

SYSTEM	STANDARD EQUIPMENT
Air Inlet	Air cleaner, two stage cyclonic/paper with dust cup and service indicator Series turbocharger and air-to-air aftercooler
Charging System	12V - 100 Amp charging alternator UL/CSA listed 120V-10A battery charger Solar powered battery maintainer
Control Panel	EMCP 4.2 genset mounted controller Automatic start/stop with cool down timer Idle/rated switch Generator Protection features: 32, 32RV, 46, 50/S1, 27/59, 81 Q/U Metering display: voltage, current, frequency, power factor, KW, WHM, and KVAR
Cooling System	Package mounted radiator with vertical air discharge provides 43° C ambient capability at standby rating 120VAC coolant heater, fuse protected, thermostatically controlled, automatically disconnected on start-up Coolant drain line with internal control valve piped to base-frame Coolant sight gauge, level switch and shutdown 50% Coolant antifreeze with corrosion inhibitor
Distribution System	NEMA 1 steel enclosure with separate hinged, lockable door Main bus connections with hinged load cover with clear Plexiglas window closed for operation 4-pole 100A 100% UL circuit breaker with 12V DC shunt trip wired to load door safety switch Multiple duplex and twist lock receptacles with individual circuit breakers Two wire remote start/stop terminals and 120 VAC shore power connection for rapid starting CamLock distribution system
Enclosure	Sound attenuating, 12gauge galvanealed sheet metal enclosure limits overall noise to 71 dB(A) @ 7m (23') Interior walls and ceilings insulated with sound attenuating foam Black stainless steel pad-lockable latches, doorkeepers on all doors and zinc die-cast hinges/grab handles All components are pretreated for anti-corrosive protection prior to painting with polyester powder coat Painted Cat power module white with Cat rental decals
Engine	EPA approved Tier 4 Interim Cat C7.1 ATAAC heavy duty diesel engine Electronic ADEM™ A4 control 12VDC energized to shutdown solenoid
Exhaust System	Cat Clean Emissions Module and integrated silencer with flexible connectors
Fuel System	350 gal fuel tank, UL listed, double wall, 24 hr runtime @ 100% prime rating Fuel cooler, primary fuel filters with integral water separator, and engine mounted secondary Switch operated electric priming pump Interconnected three way fuel for switching between remote and integral tank
Generator	Three-phase, random wound, 12-lead design, 0.567 pitch Screen protected and drip proof, self regulating, brushless generator with fully interconnected damper windings, IC06 cooling system and sealed for life bearings Class H insulation with coastal insulation protection. Windings are impregnated in a triple dip, thermo-setting moisture, oil and acid resisting polyester varnish. Heavy coat of anti-tracking varnish for additional protection against moisture and condensation Permanent magnet provides 350% short circuit, enhanced motor starting and non-linear performance 120VAC anti-condensation heater Cat digital voltage regulator (Cat DVR) with VAR/PF control
Lube System	Lubricating oil system including pump, integral oil cooler, lube oil, filter, open crankcase breather with filter Oil drain line with internal valve routed to connection point accessible from exterior 500 hour oil change intervals
Mounting System	Generator set soft mounted to the heavy duty, fabricated steel base frame using captive anti-vibration pads between the generator set and base-frame to ensure complete isolation of rotating assemblies Base frame includes integral fuel tank and provides 110% spill containment of all engine fluids
Starting System	Single 12V electric starting motor on engine One 12V-1000 CCA Cat brand maintenance free battery with disconnect switch, battery rack, and cables Glove plugs fitted on the engine
General	Factory testing of standard generator set and complete power module Full manufacturer's warranty O&M manuals
	OPTIONAL EQUIPMENT
Available Options	Canadian Standards Authority certification (CSA) Transport Canada compliant fuel tank (IBC CGSB43) Tandem axle trailers with either hydraulic or electric brakes

CAT Power Plan

XQ200 RENTAL



TECHNICAL DATA

CAT GENERATOR	ENGINE
Frame Size LC5034H	Manufacturer Caterpillar
Pitch 0.667	Model C7.1
No. of poles 4	Type 4-cycle
Excitation Static regulated brushless PM excited	Cylinder configuration In-line 6
Number of bearings Single bearing, close coupled	Displacement - L (cu in) 7.01 L (427.7 in ³)
Insulation Class H	Bore - mm (in) 105mm (4.13 in)
Enclosure Drip proof IP23	Stroke - mm (in) 135 mm (5.3 in)
Alignment Pilot shaft	Compression ratio 16.5:1
Overspeed capability - % of rated 125% of rated	Engine RPM 2200
Voltage regulator 3 phase sensing with Volts-per-Hertz	Aspiration ATAAC
Voltage regulation Less than a 1/2% voltage gain	Fuel system MEUI/C
Adjustable to compensate for engine speed droop and line loss	Governor type ADEM™ A4
Wave form deviation 2%	Fuel Requires ULSD
Telephone Influence Factor (TIF) Less than 5%	
Harmonic Distortion (THD) Less than 5%	

Materials and specifications are subject to change without notice.

Generator Set Technical Data	Units	60Hz	60Hz
		Standby	Prime
Power Rating	KW (KVA)	200 (250)	182 (227.5)
Performance Specification		DM	DM
Lubricating System			
Oil sump capacity	L (gal)	16(4.3)	16(4.3)
Fuel System			
Fuel consumption			
100% Load	L/hr (gal/hr)	59.5 (15.7)	53.1 (14.0)
75% Load	L/hr (gal/hr)	44.6 (11.8)	39.8 (10.5)
50% Load	L/hr (gal/hr)	29.8 (7.9)	27.8 (7.3)
Fuel Tank Capacity	L (gal)	1295 (350)	1295 (350)
Running time @ 75% rating	Hr	29	33
Cooling System			
Ambient Capability	°C (°F)	43	43
Engine & Radiator coolant capacity	L (gal)	28 (7.6)	28 (7.6)
Engine coolant capacity	L (gal)	11.5 (3.1)	11.5 (3.1)
Air Requirements			
Combustion air flow	m ³ /min (cfm)	14.3 (505)	13.6 (480.3)
Maximum dirty air cleaner restriction	kPa (in H ₂ O)		
Exhaust System			
Exhaust flow at rated	m ³ /min (cfm)	N/A	13.1 (462.6)
Exhaust temperature at rated kW - dry exhaust	°C (°F)	506 (942.8)	N/A
Noise Rating (with enclosure)* @ 7 meters (23 feet)	dB(A)	71	71
Emissions (Tier 4 interim regulation)			
NOx	g/hp-hr	1.9	1.9
CO	g/hp-hr	.2	.2
HC	g/hp-hr	.02	.02
PM	g/hp-hr	.005	.005

Model	Length mm (in)	Width mm (in)	Height mm (in)	Weight with Lube oil and Coolant kg (lb)	Weight with fuel, lube oil and coolant kg (lb)
XQ200 w/o trailer	4083 (161)	1401(52)	2162(85)	4053 (8916)	5300 (11660)
XQ200 w/ trailer	5019 (237)	2235(88)	2577(101)	4969 (10932)	6300 (13860)

CAT Power Plan

X Q 200 RENTAL



CONTROL PANEL

FEATURES

- EMCP 4.2 engine operator interface
- Battery charger indicator
- Fuel level display
- Idle /rated switch
- Panel light momentary pushbutton
- Voltage adjust potentiometer
- Regeneration alarm indications for DPF 80% soot level and high exhaust temperature
- Coolant alarm
- Emergency stop pushbutton
- Alarm horn
- Convenient service access for Cat (service tools not included).

EMCP 4.2 ENGINE OPERATOR INTERFACE

- Controls
 - Run/Auto/Stop
 - Speed Adjust
 - Cool-down timer
 - Emergency Stop
 - Cycle crank
- Engine Monitoring:
 - RPM
 - Operating hours
 - Coolant Temperature
 - DC Volts
 - Oil pressure
 - Oil Temperature
- True RMS AC metering, 3 phase
 - L-L volts, L-N volts, phase amps
 - Average volts, Amps, Frequency
 - kW, kVA, kVAR, kW-hr, %kW
 - Power Factor (Average, Phase)
 - kW-hr, kVA-hr (total)
- Shutdowns with common indicating light for:
 - Low oil pressure
 - High Coolant Temp
 - Failure to Start (Overcrank)
 - Emergency stop
 - Overspeed
 - High Oil Temperature
 - Low Coolant level
- Fuel level monitoring and control.

EMCP 4.2 GENERATOR PROTECTIVE RELAYING

- Generator protective features provided by EMCP 4.2
 - Phase over/under voltage (Device 27/59)
 - Over/Under frequency (Device 81 O/U)
 - Reverse Power (Device 32/32RV)
 - Current Balance (46)
 - Overcurrent (Device 50/51) (GCB trip unit)
 - Loss of Excitation (Device 40) (CDVR)
 - Generator Phase Sequence



DISTRIBUTION PANEL

- One 4 pole 800 A MCCB, with 12 VDC shunt trip coil activated on any monitored engine or electrical
- Under-voltage release NEMA 1 steel enclosure with hinged lockable door with clear Plexiglas window
- Bus bars are sized for full load capacity of the generator set at 0.8 power factor.
- Includes ground bus, tin-plated copper, for connection to the generator frame ground and field ground cable.
- Customer convenience panel with multiple output receptacles:
 - 1 – 125V, 30 A single phase auxiliary supply
 - 2 – 240V, 50A California style Twist Lock.
 - 2 – 120/208V, 20A Twist Lock.
 - 2 – 120V, 20A Duplex Receptacles with GFI..
- CamLock distribution system
- Consistent 120VAC output from GFCI receptacles independent of bus bar voltage

AC DISTRIBUTION

- Provides 120 VAC for all module accessories.
- Includes controls to de-energize jacket water heaters, battery charger, and generator space heater when the engine is running.

CAT Power Plan

X Q 200 RENTAL



RATING DEFINITIONS AND CONDITIONS

Meets or Exceeds International Specifications:
CSA 22.0 No. 100, IEC60034-22, ISO3046, ISO8528,
NEMA MG1-22, NEMA MG1-16, UL1004B, NEC/CEC,
2006/42/EEC, 2006/95/EC, 2004/108/EC, 2000/EC/14,
UL142, UL601, IBC CGSB43, API 546, EGSA 101P,
IEEE 43, DEFRA, UL1741, NFPA 99/110, OSHA,
97/68/EC, BS4999, BS5000, IEC60034-5

Fuel Rates are based on fuel oil of 350 API (150C (500F))
gravity having an LHV of 42780 kJ/kg (18390 Btu/lb) when
used at 290C (850F) and weighing 838.9 g/liter
(7.001 lb/U.S. gal). Additional ratings may be available for
Specific customer requirements, contact your Caterpillar
Representative for details. For information regarding Low
Sulfur fuel and biodiesel capability, consult your Cat
Dealer.

standby – Applicable for supplying continuous electrical
power (at variable load) in the event of a utility power failure.
No overload is permitted on these ratings. The generator on
the generator set is peak prime rated (as defined in ISO652
at 30° C (86° F)).

Ratings are based on SAE J1349 standard conditions.
These ratings also apply at ISO0346 standard
conditions.

Prime – Applicable for supplying continuous
electrical power (at variable load) in lieu of
commercially purchase power. There is no
limitation on the annual hours of operation and the
generator can supply 10% overload power.

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LEHX0011-00 (05/12)

CAT Power Plan

RENTAL

CATERPILLAR



Arrangement shown with optional trailer with pintle hitch.

XQ400 SOUND ATTENUATED 60 Hz

FEATURES



EMISSIONS

- EPA Tier II and CARB Emissions Certified for non-road mobile applications



CAT 3456 ATAAC DIESEL ENGINE

- Reliable, rugged, durable design
- Field-proven in thousands of applications worldwide
- Four-stroke-cycle diesel engine combines durability with minimum weight while providing dependability and economy



CAT SR4B GENERATOR

- Designed to match performance and output characteristics of Caterpillar diesel engines
- Optimum winding pitch for minimum total harmonic distortion and maximum efficiency
- Segregated AC/DC, low voltage accessory box provides single point access to accessory connections



ENCLOSURE

- Made with 12-gauge steel
- Single point lifting eye
- Sound attenuated
- Convenient hand holds and steps for safe operation

ENVIRONMENTALLY FRIENDLY DESIGN

- Sound attenuated for low noise operation
- OSHA compliant safe design
- Spill containment for coolant, oil and fuel

MULTI-VOLTAGE DISTRIBUTION PANEL

- Load door safety switch, engine faults, and shut down system
- Rust-free hinges on rear opening door
- Adequate space for line and plug connection without interference
- Remote start and stop contacts

SINGLE-SOURCE SUPPLIER

- Complete systems designed at Caterpillar ISO9001 certified facilities
- **Certified Prototype Tested** with torsional analysis

WORLDWIDE PRODUCT SUPPORT

- Worldwide parts availability through the Caterpillar dealer network
- With over 1,200 dealer outlets operating in 166 countries, you're never far from the Caterpillar part you need
- 99.5% of parts orders filled within 48 hours. The best product support record in the industry
- Caterpillar dealer service technicians are trained to service every aspect of your electric power generation system

LEHX0758-02



WHERE THE WORLD TURNS FOR POWER

CAT Power Plan

R E N T A L

CATERPILLAR

FACTORY INSTALLED STANDARD & OPTIONAL EQUIPMENT

STANDARD FEATURES	
Air Inlet System	Air cleaner, dual element Turbocharger
Charging System	Battery charger Heavy duty charging alternator
Control Panel	Generator controls and monitoring Fuel tank monitoring Engine controls and monitoring Digital displays
Cooling System	Fan and belt guards Base mounted radiator
Distribution Panel	Lockable doors Individual bus bar connections Circuit breakers Remote start/stop contacts Shore power connections
Enclosure	Sound attenuated Load door safety switch, engine faults and shut down system 12-gauge steel Lockable doors Separate vented battery compartment Single point lifting arch Exterior oil and water drains Hidden exterior fuel drain Hand holds and steps
Fuel System	Primary fuel filter/water separator Spill containment dike 1780 L (470 Gal) dual wall fuel tank
Generator	Brushless, permanent magnet Coastal corrosion protection Shock mounted VR3 voltage regulator Space heater
Mounting System	Generator soft mounted to base Base contains integral fuel tank Skidtable structural steel design
Starting System	Electric starting motor Battery set with disconnect switch Jacket water heater with thermostat, shut-off valves

OPTIONAL FEATURES	
Trailer	Full frame support Independent tandem axle trailer frame with tongue Electric brakes with safety breakaway Full length fenders Non-skid surface on steps Heavy duty safety chains and grab hooks Reinforced 4540 kg (10,000 lb) top wind drop jack

SPECIFICATIONS

CAT SR4B GENERATOR	
Frame size	450
Type	Permanent magnet brushless
Construction	Single bearing, close coupled
Three phase	12 lead reconnectable
Insulation	Class H with coastal insulation protection
IP rating	22
Alignment	Pilot shaft
Overspeed capability	
Prototype tested	150%
Production tested	125%
Wave form	Less than 5% deviation
Voltage regulator	3 phase sensing with Volts-per-Hertz no load
Voltage regulation	±½% steady state/±1% full load
TIF	Less than 50
THD	Less than 5%

CAT ENGINE	
3456 ATAAC, 4-stroke-cycle watercooled diesel	
Bore — mm (in)	140 (5.5)
Stroke — mm (in)	171 (6.75)
Displacement — L (cu in)	15.8 (966)
Compression ratio	16.0:1
Aspiration	Turbocharged-ATAAC

CAT CONTROL PANEL	
24 Volt DC Control	
NEMA 1, IP22 enclosure	
Lockable hinged door	
Generator instruments meet ANSI C-39-1	
Enclosure mounted	
Single location customer connector point	

Consult your Caterpillar dealer for available voltages.

LEHX0758-02

CAT Power Plan

RENTAL

CATERPILLAR

TECHNICAL DATA

		XQ400	
Power Rating		Standby	Prime DM6125
60 Hz	ekW	400	365
Engine and Container Information		3456 ATAAC see chart on next page	
Engine model			
Container dimensions			
Shipping Weight (Dry)			
Unit with trailer	kg (lb)	7620 (16,800)	
Unit without trailer	kg (lb)	6287 (13,860)	
Maximum Fuel Capacity Weight			
Unit with trailer	kg (lb)	9280 (20,458)	
Unit without trailer	kg (lb)	7946 (17,518)	
Engine Lubricating Oil Capacity	L (Qts)	38 (39.9)	
Engine Coolant Capacity with Radiator	L (Gal)	64 (17)	
Fuel Tank Capacity	L (Gal)	1780 (470)	
Fuel Consumption with Fan	L/hr (Gal/hr)	109.8 (29.0)	97.3 (25.7)
Fuel Consumption (75% Prime) with Fan	L/hr (Gal/hr)	74.1 (19.6)	
Running Time @ 75% Prime	hours	24	
Sound Level			
Standby	dBA	75.35	
No load @ 7 m (23 ft)	dBA	72.65	

RATING DEFINITIONS AND CONDITIONS

Meets or Exceeds International Specifications:

- ABGSM TM3, AS1359, AS2789, BS4999, BS5000, BS5514, DIN6271, DIN6280, EGSA101P, IEC34/1, ISO3046/1, ISO8528, JEM1359, NEMA MG1-22, VDE0530, 89/392/EEC, 89/336/EEC

Standby — Output available with varying load for the duration of the interruption of the normal source power. Standby power in accordance with ISO8528. Fuel stop power in accordance with ISO3046/1, AS2789, DIN6271, and BS5514.

Prime — Output available with varying load for an unlimited time. Prime power in accordance with ISO8528. 10% overload power in accordance with ISO3046/1, AS2789, DIN6271, and BS5514 available on request.

Ratings are based on SAE J1349 standard conditions.

These ratings also apply at ISO3046/1, DIN6271, and BS5514 standard conditions.

Fuel rates are based on fuel oil of 35° API (@ 15° C (60° F)) gravity having an LHV of 42,780 kJ/kg (18,390 Btu/lb) when used at 29° C (85° F) and weighing 838.9 g/liter (7.001 lbs/U.S. gal.).

Additional ratings may be available for specific customer requirements. Consult your Caterpillar representative for details.

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CAT Power Plan

RENTAL

CATERPILLAR

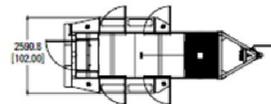
DISTRIBUTION PANEL



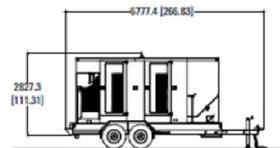
Wiring Descriptions

1. 1600A main breaker 240V/480V with adjustable trip and 24V DC shunt trip
2. Voltage change over board
3. 50 amp 240V branch breaker
4. 20 amp 240V branch breaker
5. 20 amp 120V branch breaker
6. 15 amp 120V branch breaker
7. 50 amp 240V twistlock receptacle
8. 20 amp 240V twistlock receptacle
9. 20 amp 120V twistlock receptacle
10. 20 amp 120V ground fault interrupter
11. 15 amp 120V ground fault interrupter duplex receptacle
12. 30 amp 120V battery charger/generator space heater receptacle
13. 30 amp 120V JWH receptacle
14. Remote start/stop contacts
15. 12.7 mm (1/2") ground stud
16. Load connection bus board [6.35 mm x 101.6 mm x 101.6 mm (1/4" x 4" x 4") bus bars]

CONTAINER DIMENSIONS — TOP VIEW



CONTAINER DIMENSIONS — RIGHT SIDE VIEW



	Package Dimensions			
	Enclosure		With Trailer	
Length	5080 mm	200 in	6777.4 mm	266.83 in
Width	1549 mm	61 in	2590.8 mm	102 in
Height	2827.3 mm	111.31 in	3302 mm	130 in

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U.S. sourced

TMI Reference No.: DM6125

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Materials and specifications are subject to change without notice.
The International System of Units (SI) is used in this publication.

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Lighting Plan

Lighting Plan

Elk Avenue Lights and Placement

[business must opt in to participate]

- Par can lighting will be used to accent the Elk street businesses; lights will be covered in a blue gels to provide a blue hue on the street
- Par cans will be position on lighting towers in various positions on Elk avenue; final placement dependent on business needs and lamp capabilities; Lighting towers are industry standard truss beams attached to a G block for added stability
- Small LED fixture will be used on various business to up light blue hue

Main Street Ach Way

- Arch way will use blue neon tubing that will outline branded sign and city scape design
- Branded product bottle will use single lighted fixture that will project a beam of white into sky

Main Street Stage

- Main St. stage will serve as a concert platform for various performances
- set up will include standard concert lighting packages which include stage wash pars, up lighting pars, moving head lights intelligent fixtures and strobes.

Big Mine

- Reference pg. 8 of Operations Plan to view current plan for exterior Big Mine lighting elements
- Elements will include various carnival style rides which will illuminate light outside of current plan footprint

Lighting Plan

Elk Avenue & Big Mine Arena Light Times

All light on Elk Avenue will be scheduled on/off by the below times

Date	Duration	Location	Conditions
9/5-9/6	Dusk. – 10:00 p.m.	Elk Avenue	All event lighting and fixtures will follow the times listed ; full power and on and off at these times
9/5-9/6	10:00 p.m. - 1:00 a.m.	Big Mine Arena	All event lighting and fixtures will follow the times listed ; full power and on and off at these times

Whatever, USA

Sound Plan

Sound Plan

Elk Avenue Sound

- Various speaker stacks and components will be used throughout Elk Ave, to create ambient sound of performances and acts
- Speakers will be mounted on lighting towers to minimize ground footprint and remove them from pedestrians access

Main Street Stage

- Main St. stage will serve as a concert platform for various performances
- set up will include standard concert sound packages used to amplify performances and acts; line array systems and subs will be used

Big Mine

- Main St. stage will serve as a concert platform for various performances
- set up will include standard concert sound packages used to amplify performances and acts; line array systems and subs will be used
- Late night sound will be present; see relocation plan for alternative residential options

Sound Plan

Elk Avenue & Big Mine Arena Sound Amplification Times

All light on Elk Avenue will be scheduled on/off by the below times

Date	Duration	Location	Conditions
9/5	Dusk. – 10:00 p.m.	Elk Avenue	All external event sound will follow the times listed ; power and on and off at these times
9/6	10:00 a.m. – 10:00 p.m.	Elk Avenue	All external event sound will follow the times listed ; power and on and off at these times
9/5-9/6	10:00 p.m. – 1:00 p.m.	Big Mine Arena	All external event sound will follow the times listed ; power and on and off at these times

Whatever, USA

Signage & Architectural

Signage & Architectural Plan

Elk Avenue Store Front Packages

- Creative design elements have been produced to accent current Elk Ave. business offerings; with a event branded twist
- Event signage will be applied to participating business signage and windows
- Business will be allowed to have final approval on all designed elements
- Signage and window graphics will use temporary materials

Architectural Elements

- Various creative architectural elements have been produced to accent the streets of Elk Ave. during the event
- Elements are temporary and do not affix to any current town buildings/business or fixtures
- These elements may include; oversized theatrical props, small platform stages, street festival games, art installations and bill posting walls

**** See actual Master Site CAD for details****

Signage & Architectural Plan

Big Mine Carnival Elements

- Big Mine Arena will serve as a private party concert venue on 9/5 and 9/6
- The majority of the experience will take place within the arena but various experience elements will be stationed in arena parking lot;
- Elements will include such rides as :Gondola Wheel, Pharaoh's Fury and a Carousel. As well as, four Carnival Games: Long Range Basketball, Ring a bottle and two other games
- Carnival experience provider is *Brown's Amusement Inc*, which is licensed to operate in the state of Colorado/Gunnison County; has provided services to the town of Crested Butte in the past; carries 5 mil in GL liability coverage

**** See actual Master Big Arena Site CAD for details****

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Restroom Facilities

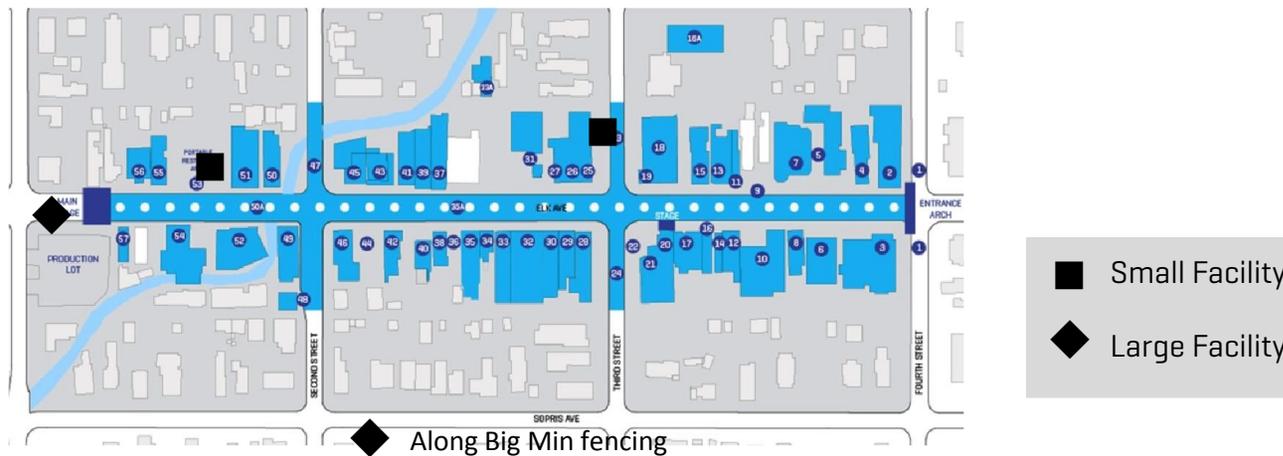
Restroom Plan

Operations

- To supplement participating business's facilities and abide by 1.5 toilets per 100 people, we will bring in 3 restroom trailers
- Dedicated facilities manager and clean team to pump and dispose at company HQ (Not CB)

Staging and Placement

- Facility staging and delivery will be at the bone yard at the water treatment plant week of 8/26
- Production Village facility will be staged and placed 8/26, town and Big Mine facilities will be placed evening of 9/4 during fence construction

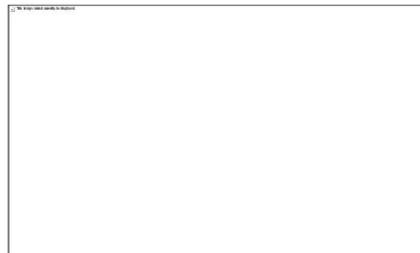
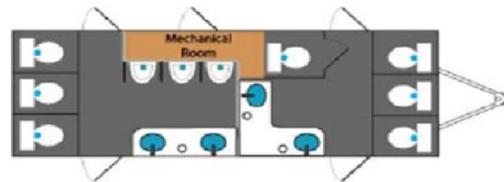


Restroom Plan



Large Trailer [x2]

- 28 foot trailer with Men's and Women's restrooms
- 6 Men's toilets
- 4 Women's toilets
- 2 sinks on each side
- Running water, heat and a/c



Small Trailer [x2]

- 20 foot trailer with Men's and Women's restrooms
- 1 Men's toilet
- 2 Women's toilets
- 1 sink in each unit
- Running water, heat and a/c
- One unit placed in town

Whatever, USA

Waste Management

Waste Management Plan

Containers

- 50 Branded recycle and garbage bins (to be emptied each night from AB-CSR Environment)
- Will also purchase 1,500 bags
- Placed on street and in front of accounts

Supplemental large dumpsters stationed at the firehouse for easy pickup

Staffing

- Supplemental staffing to be provided by Joy Henning at Waste Management (final numbers TBD) Additional support from Fusion ground team
- Bin monitoring and disposal to primary bins

Operations

- Trash and recycling trucks will be staged at the bone yard (Public Works)
- Pickup will be done Friday night and Saturday night – additional if needed
- Joy to alert accounts of where they need to take their bags of recyclables and trash. Supplemental staff will assist
- Normal trash day is Friday, WM will notify those in affected area that trash day will move to Thursday for this round



Waste Management Plan

Supplemental Dumpster Placement

- Off 3rd and Mine near Fire House (see map below)



Whatever, USA

Painting Plan

Painting Plan

WUSA Painting Plan -

Location: Elk Avenue - West side of 4th to Kochevars on Elk

Items:

Benches - 26

bike rack - 28

street poles - 25

Schedule:

Benches and bike racks will be painting off site beginning
8/26/14

Street light poles painted 9/1-9/4

8/26/15: Park and Rec and Precise Painting will coordinate
the painting of the benches and bike racks.

Precise Painting will spray paint items at shop and use
Town Parks & Rec Shop as overflow if needed.

Precise will bring in benches/bike racks from locations off
Elk Ave. to be painted ahead of time and then swap blue
benches for green the week of the 2nd.

Painting Plan

9/7/14: Given a one week deadline, repainting the poles to original green color will begin. Poles will be Brush painted.

9/7/14: Given a two week deadline, repainting the benches and bike racks will begin.

Street Painting: The painting of the Elk will take place during the week of the 9/2/14. Timing will be weather dependent.

9/7/14: During the evening hours, Elk Avenue will be swept by street sweeper

9/8/14: Painted portion of Elk will be resealed by Seal Co. or Slury Seal

9/9/14: Re-sealed portion of Elk will be re-stripped and cross walks painted

Whatever, USA

*Alternate Community
Activities*

Family/Kid Activities Plan

WUSA Kid Plan

Note: All CB Park and Recreation Teams will be out of town with possibly on girls soccer team on bye for that weekend. All CBCS Titan Middle / High School Sports Teams [soccer/volleyball] will also be out of the town for Saturday games.

Friday 9/5/14:

6:30-9:00 p.m. Kid/Family Movie Night [FREE] 6 year olds and up

Crested Butte Library – War Games with gaming sessions in library to follow

6:30-8:30 a.m. Kid/Family Movie Night [FREE] 1-5 year olds

Stepping Stones – Move TBD with baby sitting [FREE]

6:30 to Kid/Family Movie Night [FREE]

Majestic Theater – 2 movie screens with one G rated movie and one PG-13 movie with complimentary popcorn, candy and soda

waiting on cost estimates this week

Family/Kid Activities Plan

Saturday 9/6/14:

11:00 a.m. - 4:00 p.m. - Town Park

Mini Carnival with Jump houses

Free food and beverage (tbd)

Cost estimate of \$2,000.00+

11:00 a.m. - 4:00 p.m.

Guided CBMR Downhill Biking with free bike rentals and free gear rentals

Frisbee on hill

Food and beverage

And/or

Mt. Biking tour lead by Gravity Groms out to Gunsight Pass with food and beverage waiting.

Timing and Pricing on hold - will know if CBMR is option

8/13/14 meeting with CBMR and Fusion

Whatever, USA

Alternate Delivery Plan

Alternate Delivery Plan

WUSA Alternative Delivery Plan

Working in conjunction with the street closure plan, alternative delivery routes and drop locations will be needed.

The following companies have been notified of possible street closure timing and location to ensure the delivery of mail and other items continue.

Food and Beverage:

Shamrock

Sysco

Unfi (Clark's and Mountain Earth)

Coke

Pepsi

Others (related to specific businesses)

Services:

Paper Clip

Simply Office Supplies

Rac

AlSCO

Alternate Delivery Plan

Mail/Parcel:

USPS

UPS

FedEx

A special drop off location for larger items delivered to businesses such as Studio West via large trucks will be provided a drop off location on the south side of the True Value building. Smaller trucks, and vehicles will be utilized from this location to businesses.

Bubble Wrap will serve as additional drop off location for non-time sensitive packages on 9/6.

Prior to Thursday Night Fence installation, alleys on the north and south sides of Elk Avenue will be utilized for back door deliveries from 4th Street to 1st Streets.

Side streets on Southside 2nd, 3rd and 4th will be utilized for Friday deliveries. Production team will provide staffing to assist delivery to delivery locations on Elk Avenue.

Whatever, USA

Sales Tax Plan

Sales Tax Plan

- The Town of Crested Butte sales tax is 4% which is paid directly to the Town. Total sales tax on transactions is 8.5% of which 4% is the Town's and the remaining 4.5% is made up of 2.9% state, 1% county and 0.6% RTA
- Town of Crested Butte's 4% should be paid directly to the Town, the other 4.5% goes to the state and they will disburse to the appropriate entity.
- Local vendors [Crested Butte businesses] should report it on their September sales tax returns which are due by October 20, 2014. It should be separately broken out on their September sales tax report with a notation of the amount coming from the special event so we can track it.

Whatever, USA

Relocation Plan

Relocation Plan

WUSA Relocation plan

Two locations have been identified by the Town of Crested Butte:

Main Street Stage

[located on the West side of Kochevar's building on Elk Avenue]

In anticipation of increased event traffic and noise levels near this potential marque event location the Town will be approaching residents that fall within a 250-foot radius of the noise source within this venue areas.

[refer to WUSA Elk Ave stage-home map & WUSA Residential address spreadsheet]

Relocation Plan

WUSA Relocation plan

Big Mine Arena (Ice Rink)

In anticipation of increased noise levels and requested scheduled hours near this potential marquee event location the Town will be approaching residents that fall within a 250-foot radius of the noise source within this venue areas.

[refer to WUSA home & rink perimeter map & WUSA Residential address spreadsheet]

Residents affected by proximity to marquee areas will be offered a “get out of town” weekend get-away option to those residences that fall within the 250-foot radius.

Two locations have been identified as potential two-night [September 5 and 6] weekend get away destinations; in close proximity to Crested Butte

Whatever, USA

Big Mine Arena - Life Safety Plan

Fire Safety & Evac Site Plan

CODE REVIEW

PROJECT NAME AND LOCATION
 2015 SATURDAY NIGHT FEVER
 14401 CHAMBERLAIN
 CHERRY HILLS, COLORADO

PROJECT DESCRIPTION
 CONCERT EVENT AT THE ICE RINK AND
 SURROUNDING AREAS AT THE VENUE

APPLICABLE CODES
 INTERNATIONAL BUILDING CODE 2009
 NFPA LIFE SAFETY CODE 2009
 ADASG 2018

BUILDING USE AND CONSTRUCTION CLASSIFICATION

EXISTING STRUCTURE:
 OCC GROUP: A-4 ASSEMBLY
 IBC CODE: 503.1

PROPOSED EVENT:
 USE GROUP: A-2 ASSEMBLY
 IBC CODE: 503.1

BUILDING AREA

STAGE TOTAL COVERED AREA
 2,565 S.F. ASSEMBLY AREA (UNCONCENTRATED - PUBLIC ACCESS IS NOT W/ OCCUPANT)
 2,565 S.F. ASSEMBLY AREA (STAGES AND PLATFORMS) - NO PUBLIC ACCESS (IS NOT W/ OCCUPANT)

OCCUPANCY LOADS AND EGRESS REQUIREMENTS

LOADS CALCULATED	AREA IN S.F.	S.F. PER PERSON	OCCUPANT LOAD	EGRESS WIDTH PER FT	EGRESS WIDTH	NO. OF EXITS	NO. OF EXITS PROVIDED
ASSEMBLY AREA - IBC 503.1	2,565 S.F.	15	171 OCC.	0.20 IN.	34.2 IN.	4	5
STAGE AREA	2,565 S.F.	15	171 OCC.	0.20 IN.	34.2 IN.	2	5

TRAVEL DISTANCE TO EXITS
 MAXIMUM LENGTH OF TRAVEL IN AN UNSPRINKLERED BUILDING: IBC CODE 1014.1

EGRESS WIDTH

TYPE	IBC Code	Fire Code
Exits width at doors	2106C (TABLE 1106.11)	2106C (TABLE 7.3.3.1)
Exits width at doors	1910DC (TABLE 1008.1)	2100C (TABLE 7.3.3.1) AND 2008.1.3.3.1

NUMBER OF REMOTE EXITS REQUIRED

ROOMS WITH 48 OCCUPANTS OR LESS	IBC Code	Fire Code
Rooms with More Than 48 Occupants	2 Exit (1015.1)	N/A

Assembly Occupations

Occupancy	IBC Code	Fire Code
Class C 50-1000 OCC.	2 Exit (TABLE 1021.1)	2 Exit 7.4.1.1
Class B 101-1,000 OCC.	3 Exit (TABLE 1021.1)	3 Exit 7.4.1.2
Class A More Than 1,000 OCC.	4 Exit (TABLE 1021.1)	4 Exit 7.4.1.2

ADDITIONAL CODE INFORMATION

ALL TEMPORARY STAGE PLATFORMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 410.4.1

EGRESS ILLUMINATION SHALL COMPLY WITH 1015.1

TEMPORARY EXIT SIGNS SHALL COMPLY WITH 1015.1

IN ACCORDANCE WITH SECTION 1001.2, THE MAIN EXIT/ENTRANCE FOR THE EVENT SHALL BE OF SIZE TO PROTECT FROM THE OCCUPANT LOAD, THE REQUIRED WIDTH OF THE MAIN ENTRANCE(S) IS 81 FT. THE PROVIDED WIDTH IS 81 FT. SHOULD THE MAIN ENTRANCE(S) WIDTH CHANGE DURING DESIGN OR BUILD OUT, THEN THE CORRIDOR TO 1001.2 SHOULD APPLY TO THE VENUE.

ALL TEMPORARY HEATING SHALL BE IN ACCORDANCE WITH OSHA REGULATION (29 CFR 1910.269) STANDARD NUMBER 1910.184 TITLED TEMPORARY HEATING DEVICES

ALL TEMPORARY FLEX HEATING DUCT NOT TO IMPED OR ANY EMERGENCY EXIT.

EVENT MANAGEMENT WILL PROVIDE A MINIMUM OF FIRE WATCH PERSONNEL AND OSHA OROUD CONTROL PERSONNEL AT EACH ENTRY/EXIT TO THE GROUNDS AND FACILITY. THESE WILL CONTRIBUTE TO THE ORDERLY EVACUATION OF THE FACILITY IN THE EVENT IT IS NECESSARY PER SECTION 402 OF THE INTERNATIONAL FIRE CODE. THE EVENT MANAGEMENT WILL REQUEST EMS SERVICES TO BE STANDING BY AT A LOCATION NEARBY FOR THE DURATION OF THE EVENT

ALL PLANE RESISTANCE CERTIFICATES SHALL BE PROVIDED FOR MATERIALS BEING ADDED TO THE BUILDING SUCH AS STAGING AND STAIRS AND SHALL BE AVAILABLE ON SITE FOR INSPECTION

THE EXTERIOR DRAIN LINES WILL NOT EXTEND HIGHER THAN THE LOWER BEAM ON THE SIDES OF THE BUILDING TO ALLOW FOR SMOKE VENTILATION IN THE EVENT OF A FIRE

EVENT MANAGEMENT WILL TEMPORARILY FOLD OR CLIP ANY EXISTING EXIT SIGNAGE THAT DO NOT DIRECT PEOPLE TO A FUNCTIONING EXIT. (2)

LE = LIGHTED EXIT SIGNS
 FE = PORTABLE FIRE EXTINGUISHERS



ALL MATERIALS, CONSTRUCTION AND FINISHES MUST COMPLY WITH THE MOST STRINGENT OF THE APPLICABLE FEDERAL AND LOCAL SAFETY CODES

THE DRAWING AND ALL THE DESIGN, SPECIFICATIONS, DETAILS AND PLANS CONSIDERED HEREIN OR REFERENCED THEREIN ARE CONSIDERED AND HAVE BEEN CHECKED AND APPROVED FOR USE ON AND BY CONSTRUCTION WITH THE PROJECT TYPE AND NUMBER AND APPROVAL OF THE ENGINEER OF RECORD IS APPROVED BY THE ENGINEER OF RECORD FOR ANY TYPE OF CONSTRUCTION, USE OR OCCUPANCY OF THE BUILDING AS SHOWN ON THIS DRAWING. THE ENGINEER OF RECORD IS NOT RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY CAUSED BY THE USE OF THIS DRAWING.

WHEN DIMENSIONS ON DRAWINGS SHALL HAVE ALTERNATE OR MORE THAN ONE VALUE AND NECESSARY TO BE SHOWN, THE RESPONSIBILITY FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND SHALL BE THE RESPONSIBILITY OF ALL CONTRACTORS AND SUBCONTRACTORS TO VERIFY AND APPROVE THE WORK SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL VERIFY AND APPROVE THE WORK SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.



Thomas R. Chamberlain
ARCHITECT

14401 6215 Road
 Montrose, Colorado 81401
 970-240-7995 (Phone & Fax)

FIRE SAFETY
PLAN
 CODE REVIEW

Date: Sept, 2014

Scale: SEE FOOT SCALE

SATURDAY NIGHT FEVER
 SITE PLAN

2

checked by TRC 8-21-14 JAZ

**** See actual Colorado Fire Engineer Stamped CAD; to be approved by Fire District****

***** Document states that temporary heating is approved/will meet code requirements*****

Flame Certificates

**Whatever, USA—Life Safety Plan
Big Mine Ice Arena
- Colorado Fire Engineer Certification Letter**



Thomas R. Chamberlain * ARCHITECT

14401 62.15 Rd * Montrose, Colorado 81403 * (970)240-7995

08/22/14

To: The Crested Butte Building Department

Re: The Fire & Life Safety Plan for the Temporary use, of the Big Mine Ice Arena in Crested Butte Colorado, for a Concert Event.

This letter is to certify that, to the best of my knowledge, the project plans described on the drawings titled "Saturday Night Fever Site Plan" and dated 8-21-14, meet the intent of the 2009 IBC and other codes in the jurisdiction.

I believe it is within the authority of the local fire chief and local building official to accept a Fire Watch plan in lieu of an automatic sprinkler system for this event at this facility, and I recommend they do so.

Furthermore, I have inspected the site, the building, and the exit plan. I find the situation to be ideal for this type of event. Taking into account the construction of the enclosure (concrete and steel), only fire retardant materials being used, the plans submitted to provide excellent exit visibility and access, and a Fire Watch Plan with on-site personnel, I find the overall life safety situation to be outstanding.

I will be conducting an on-site inspection of the temporary modifications to the building on September 4th to verify the final conditions and to sign-off on their completion.

Sincerely,
Thomas R Chamberlain
ARCHITECT



Note: Final installation will be signed off by Colorado Fire Engineer, prior to use

Life Safety Plan

Whatever, USA—Life Safety Plan
Big Mine Ice Arena
PRELIMINARY DRAFT

I. INTRODUCTION AND CAPACITY

This Fire/ Life Safety Plan is designed to provide occupant safety in the event of a fire, to provide effective utilization of fire safety features, and to minimize the possibility of fires for the use of the Big Mine Ice Arena for the Bud Light Whatever, USA event. Please see the attached floor plans with emergency exit information, capacity notes, and fire prevention locations.

The capacity for this event is 1,200 – this is in accordance with 2009 IBC 1004.1.1 – Areas Without Fixed Seating. In Table 1004.1.1 the Maximum Floor Allowance per occupant for an assembly without fixed seating for Concentrated (tables and chairs) is 15 sq ft per person. The space within the building (taking out the space being utilized by the stage and backstage area) is 24,460, allowing for 1,630 – the event attendance of 1200 is well within that code. It is our opinion that the venue will never reach the 1200 person capacity due to the positioning of the bars, tables, and entertainment outside the building in the surrounding grounds.

II. EMERGENCY PERSONNEL

The Event Management will provide at the minimum: (2) Fire Watch Personnel and (2) crowd control personnel at each entrance/exit to the grounds and facility. These will contribute to the orderly evacuation of the facility in the event it is necessary. The Event Management will request EMS services be standing by at a location nearby for the duration of the event.

III. FIRE SUPPRESSION RESOURCES

There will be (8) fire extinguishers located in the arena, their locations prominently marked. This is (1) per 3,000 sq feet, in regulation with the 2009 IBD, section 906.3. See the table below for more information.

Life Safety Plan

TABLE 906.3(1) FIRE EXTINGUISHERS FOR CLASS A FIRE HAZARDS [F]

	LIGHT (Low) HAZARD OCCUPANCY	ORDINARY (Moderate) HAZARD OCCUPANCY	EXTRA (High) HAZARD OCCUPANCY
Minimum Rated Single Extinguisher	2-A ^c	2-A	4-A ^a
Maximum Floor Area Per Unit of A	3,000 square feet	1,500 square feet	1,000 square feet
Maximum Floor Area for Extinguisher	11,250 square feet	11,250 square feet	11,250 square feet
Maximum Travel Distance to Extinguisher	75 feet	75 feet	75 feet

IV. EXITS

Please note the position of all exits from within the rink as well as those to the exterior of the building. All emergency exits will have lighted exit signs. The draped sides of the building will have the ability to tie back to allow more room for emergency egress. We have indicated the removal of several end boards in order to facilitate a minimum of (6) exits from within the boards. In compliance with the 2009 IBC, the egress points will be the minimum required width of 3'-4" (the occupant for each egress multiplied by 0.2 inches). All points of egress will be supplied with illumination on emergency back-up power.

V. MATERIALS USED

All Flame Resistance certificates will be provided for materials being added to the building such as staging & drape.

VI. OTHER CONSIDERATIONS

The exterior drape lines will not extend higher than the lower beam on the sides of the building, to allow for smoke ventilation in the event of a fire. A wireless, portable fire detection system will be put in place that will be able to help sound an alert as well as notify help.

Flame Certificates

Whatever, USA—Life Safety Plan Big Mine Ice Arena



Rose Brand East:
4 Emerson Lane Secaucus NJ 07094
800-823-1624 201-809-1730 Fax: 201-809-1850

Rose Brand West:
10015 Larnak Street Sun Valley CA 91352
800-360-5056 818-505-6090 Fax: 818-505-6093

Certificate of Flame Resistance

Rose Brand is in business in New York, New York with headquarters in Secaucus, New Jersey and offices also in Sun Valley, California.

This FR fabric described below has been treated with a flame retardant chemical such that the fabric meets the minimum requirements of flame resistance established by the following tests:

- NFPA 701-2010, TM #1
- Calif. Title 19, test # 1237.1, small scale
- British BS 5867: Part 2:1980

The material listed below was treated with a fire retardant chemical approved by and registered with the California State Fire Marshall. This chemical is approved for use on the material listed below:

CSFM Approval No.: GA-0358.01



The flame retardancy has a minimum lifetime of at least one (1) year, but is likely to be effective for much longer. The flame retardancy will withstand up to three (3) dry cleanings or non-water washing processes. The flame retardant chemical **WILL** be removed by water washing. Wide fluctuations in atmospheric humidity as well as accumulations of airborne dust and oils will diminish the endurance and effectiveness of the flame retardant chemical.

Rose Brand recommends annual testing of this fabric using NFPA 705, Field Test Method for Textiles.

Owner/Purchaser Name: Hargrove Inc
Purchaser PO#: 13090579
Purchaser Project/Event Name:
Rose Brand Order: 39195
Sales Order Date: 9/26/2013

Fabric Used: 400.000 Yards Duvetyn 54 in FR 8 oz White

For Rose Brand Textile Fabrics
Customer Service Representative

Special New York City Certificate
Available Upon Request

Flame Certificates

Whatever, USA—Life Safety Plan
Big Mine Ice Arena

SINTRA® GATOR® FOME-COR® DIBOND®



TECH TALK

Product: Sintra **Date:** August 25, 2005
Subject: Fire Characteristics **Revision:**
Number: D19 **Pages:** 4

Fire Characteristics of Sintra Material

Sometimes it is necessary to know the fire characteristics of materials that are used in the production of certain signage, graphics, exhibits or displays. These characteristics become important when the materials are used in applications where there may be stringent rules on how the materials behave when exposed to sources of combustion.

The following sections discuss the flame characteristics of Sintra, the standards it has been tested to, and where applicable it's classifications under these standards.

Relative Flammability Comparisons to Other Materials

In addition to its unique balance of performance properties, Sintra material has the following advantages as a fire-retardant material:

1. Self Extinguishing — remove the flame and the burning stops.
2. Relatively High Ignition Resistance—the heat content of Sintra material is 8,600 BTU/LB. Heat produced by a flame from Sintra material is not enough to produce the necessary vapors which combine with atmospheric oxygen to create a combustible mixture. Because of its low heat of combustion, Sintra material will not support combustion.

3A Composites USA Inc.
P.O. Box 527 • 203 W. 5th Street • Benton, KY 42022-0527
800-626-1365 • 270-627-4200 • Fax 270-627-1552
www.3acompositesusa.com

Flame Certificates

Whatever, USA—Life Safety Plan Big Mine Ice Arena

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3. High Oxygen Index — ASTM D-2863 measures the percent of oxygen in an oxygen/nitrogen mixture which barely supports burning. The oxygen content of the earth's atmosphere is about 21%. Materials with oxygen index values of approximately 26 and above should not continue burning after the flame source is removed because the normal atmospheric oxygen content is insufficient to support combustion. The oxygen index values of Sintra material is 46–49%.
4. No "Flaming Drip" — some burning polymers produce molten flaming drips which contribute to flame spread. Sintra material produces a form-retaining carbonaceous char that does not drip.

UL 1975

Fire Test for Foamed Plastics Used for Decorative Purposes

The test method determines the ability of foamed plastics and products containing foamed plastics used for decorative purposes to resist rapid heat release when subjected to a flaming ignition source. The method is intended to products used for the following decorative purposes:

- Typical open-ceiling, portable exhibit booth constructions incorporating manufactured panels.
- Individual, manufactured decorative objects such as, but not limited to, mannequins, murals, and signs.
- Theater, motion picture, and television stage settings, with or without horizontal projections.

THICKNESS	DENSITY (lbs/ft ³)	MAX. INST. RHR (kW)
1 mm	44	38
6 mm	44	42
10 mm	28	80
19 mm	28	62

Flame Certificates

Whatever, USA—Life Safety Plan Big Mine Ice Arena

Page 3

UL 94

Standard for Flammability of Plastic Materials for Parts in Devices and Appliances

The test method is intended to characterize flame propagation of a material and its tendency to char. The test also indicates the tendency of the material to produce flaming particles which could ignite a cotton indicator located below the sample. It is used to determine a material's tendency either to extinguish or to spread the flame once the specimen has been ignited.

There are various flame classifications specified in UL 94 that are assigned to materials based on the results of these bench top tests. The classifications are used to distinguish a material's burning characteristics.

UL-94 Classification	Sintra Gauges
V-0	1 – 19 mm
5VA	2 – 19 mm
5VB	1 mm

These classifications show that the material was tested in a vertical position and self-extinguished within a specified time after the ignition source was removed. These classifications also indicate that the material dripped no flaming particle that ignited a cotton indicator located below the sample. A material with a 5VA or 5VB classification is subjected to a flame ignition source that is approximately five times more severe than that used in the V-0 classification.

ASTM E-84 (UL Steiner Tunnel Test)

Standard Test Method for Surface Burning Characteristics of Building Materials

The test method uses a sample of material 20-24" wide by 24' long that fits under the roof of a 25' long tunnel forming the ceiling of the tunnel. Gas burners on one end of the tunnel impinge a flame on 7 square feet of the test specimen. The progression of the flame is observed and smoke development is measured by a photometer.

3A Composites USA Inc.
P.O. Box 507 • 208 W. 5th Street • Benton, KY 42025-0507
800-626-3365 • 270-527-4200 • Fax 270-527-1552
www.3acompositesusa.com

Flame Certificates

Whatever, USA—Life Safety Plan Big Mine Ice Arena

Page 4

The flame propagation is plotted as distance vs. time. The photometer data is plotted as percent of absorption vs. time. The flame spread and smoke development indexes are then calculated and reported.

Sintra Material Performance - ASTM E-84

Thickness	Flame Spread	Smoke Development
2mm	20	380
3mm	20	315
4mm	20	425
5mm	20	>450
6mm	20	>450
10mm	25	>450
13mm	>25	>450
19mm	>25	>450

Flame Certificates

Whatever, USA—Life Safety Plan Big Mine Ice Arena

  	WT-102 PRODUCT DATA SHEET FLAME RETARDANT LATEX BASED COATING	COLOR:	ITEM NO.:
		Black:	WT-102B
		White:	WT-102W
		Tint Base:	WT-102CB

WT-102 Flame Retardant Coating is a Class A (Class 1) Non-Hazardous, Non-Toxic, Interior, Latex-Based Flame Retardant Intumescent Coating For Application Over Raw Wood And Other Surfaces.

TECHNICAL DATA:

- Apply one coat of WT-102 at the rate of 135 square feet per gallon. Appearance - consistency of paint.
- Available in white, black and color-base for mixing of custom colors. Use water-soluble dispersible tint. Tinting Guidelines are available.
- Weight - 5-gallon pails weigh 60 lbs.
- Storage - do not allow to freeze. Store between 40°F and 80°F.
- Shelf life is one year if container is unopened.
- Do not add water or change chemical composition in any way.

Closed containers exposed to heat may rupture due to pressure build-up.

APPROVALS:
California State Fire Marshal Approval #C-10000, ASTM E84 on Wood and Fabric, Meets ANS No. 2.5, NFPA 255, UL No. 723, UBC No. 42-1 fire retardancy requirements with a Class A flame spread, British Standard 5867: Part 2:1980 & British Standard 476:Part 7:1987. Previously Approved by ICBO Report #3656 and City of Los Angeles Research Report #RR 24303.

APPLICATION INSTRUCTIONS:
Before using, user must determine suitability of this product for its intended use.

- Prepare substrate by sanding and removing any silicone or oil based coatings that may already be on wood. WT-102 will not adhere to a surface that has not been properly prepared.
- Applicator must wear paint, mask and gloves suitable for latex coatings.
- WT-102 must be mixed extremely well. Minimize contact with air as product dries fast.
- Coverage is 1 gallon per 130 square feet, applied in one coat. Apply with an airless sprayer, brush or roller. Cover entire exposed area.
- Certification for the State of California may require application by a California State Certified Applicator to comply with requirements of the California State Fire Marshal.

CLEAN-UP:
Flush sprayer and/or equipment with water and wash hands with soap and water.

CAUTION:
Keep out of reach of children. Do not ingest. Call physician if swallowed. Clean with soap and water all contacted areas.

WARRANTY AND DISCLAIMER
Use only as directed. Sellers and Manufacturers only obligation shall be to replace such quantity of the product proved to be defective. Neither seller nor manufacturer shall be liable for any injury, loss or damage, direct or consequential, arising out of the use of or inability to use the product. Before using, user must determine the suitability of the product for its intended use. The user assumes all risk and liability whatsoever in connection therewith. Any statement or recommendation not contained herein shall have no force or effect unless contained in an agreement signed by officers of seller and manufacturer. Deterioration of coatings applied to interior finishes can occur due to ambient conditions and repeated cleaning of the surface or painting over applied coatings. Fire Retardants shall possess the desired degree of permanency and shall be maintained so as to retain the effectiveness of the treatment under the service conditions encountered in actual use. Periodic testing and inspection is recommended.

07/14

28298 Constellation Rd. Valencia, CA 91355 (661) 295-Fire (3473) Fax (661) 295-3880

Flame Certificates

Whatever, USA—Life Safety Plan Big Mine Ice Arena

Material Safety Data Sheet		 US Department of Labor		
May be used to comply with OSHA's Hazard Communication Standard, 29 CFR 1910.1200. Standard must be consulted for specific requirements.		Occupational Safety and Health Administration (Non-Mandatory Form) Form Approved OMB No. 1218-0072		
IDENTITY: WT-102 Flame Retardant Coating With Adhesion Abilities				
Section I –Product Identification				
Manufacturer's Name FireTect®		Emergency Telephone Number: (661) 295-Fire (3473)		
Address: 28298 Constellation Rd. Valencia, CA 91355		Telephone Number for Information: FAX (661) 295-3880		
		Date Prepared: 01-10-95 Reviewed: 01-2014		
Section II - Hazardous Ingredients				
Hazardous Components (Specific Chemical Identity; Common Name(s))	OSHA PEL None	ACGIH TLV None	Other Limits Recommended None	%(optional)
FireTect PC201 Flame retardant coating Non-Hazardous coating water based latex VOC: 47 Grams per liter NON-HAZARDOUS, NON FLAMMABLE NFPA: Hazardous 0, Flammability 0 Reactivity 0			21.8% Inorganic Phosphates 18.4 % modified polyvinylidene chloride copolymer 3.4% sodium salt aromatic sulfonate 41.9% liquid vehicle	
Section III – Physical Data/Chemical Characteristics				
Boiling Point	212° f	Specific Gravity (H ₂ O = 1)	1.08	
Vapor Pressure (mm Hg.)	None	Melting Point	None	
Vapor Density (AIR = 1)	Equal to water	Evaporation Rate (Butyl Acetate = 1)	Less than water	
Solubility in Water: Complete - dilutable in water.				
Appearance and Odor: Off white, black, or grey liquid or special requested color.				
Section IV - Fire and Explosion Hazard Data				
Flash Point (Method Used): None	Flammable Limit: None	LEL: None	UEL: None	
Extinguishing Media: For dry solids use water foam CO ₂ or dry chemical fire fighting apparatus.				
Special Fire Fighting Procedures: Closed container exposed to heat may rupture due to pressure build up.				
Unusual Fire and Explosion Hazards:				

Flame Certificates

Whatever, USA—Life Safety Plan Big Mine Ice Arena

Section V - Reactivity Data		
Stability	Stable	<input checked="" type="checkbox"/> Conditions to Avoid: None
Incompatibility (<i>Materials to Avoid</i>): None		
Hazardous Decomposition or Byproducts:		
Hazardous Polymerization	Will Not Occur	<input checked="" type="checkbox"/> Conditions to Avoid: None
Section VI - Health Hazard Data		
Route(s) of Entry:	Inhalation Yes	Skin Yes Ingestion Unlikely
Health Hazards (<i>Acute and Chronic</i>): Inhalation: Overexposure may cause irritation. If not breathing give artificial respiration seek medical attention. Skin Contact: cleanse affected areas with mild soap and water. If irritation develops, seek medical attention. Ingestion: if drowsy or unconscious, place victim on left side with head down. Do not give anything by mouth; seek medical attention.		
Carcinogenicity: none according to Ames Test	<input type="checkbox"/> NTP?	<input type="checkbox"/> IARC Monographs? <input type="checkbox"/> OSHA Regulated?
Signs and Symptoms of Exposure: Local Irritation.		
Medical Conditions Generally aggravated by Exposure: If irritation or redness develops from exposure move victim away from source and into fresh air. Seek medical attention.		
Emergency and First Aid Procedures: If swallowed, induce vomiting, seek medical attention. In case of eye contact, flush with running water for at least 15 minutes. If irritation persists, seek advice of a physician.		
Section VII - Precautions for Safe Handling and Use		
Steps to Be Taken in Case Material is Released or Spilled: Flush spilled material into suitable retaining areas or containers with large quantities of water. Small amounts may be absorbed into appropriate absorbent.		
Waste Disposal Method: Dispose of product in accordance with applicable local, county, state and federal regulation.		
Precautions to Be taken in Handling and Storing: Keep containers in cool, dry area. Use and store with adequate ventilation.		
Other Precautions: Storage should not exceed 80° f or fall below 40° f. Do not allow to freeze. Once opened, contents should be used completely.		
Section VIII - Control Measure		
Respiratory Protection (<i>Specify Type</i>): Not mandatory.		
Ventilation	Local Exhaust:	Special
	Mechanical (<i>General</i>)	Other
Protective Gloves: use of gloves that are impermeable to product is advised.	Eye Protection: approved eye protection to protect against eye contact or irritation is recommended	
Other Protective Clothing or Equipment		
Work/Hygienic Practices: Wash hand with mild soap & water; it is recommended that clean water be available for flushing eyes and skin.		
WT102 MSDS page 2		

Flame Certificates

Whatever, USA—Life Safety Plan Big Mine Ice Arena

 Sew What? Inc. It's not a question. It's the answer.™



CERTIFICATE OF FLAME RETARDANCY

•
•
•
•

a) The manufacturer has certified that the fabric listed below has been treated with a flame retardant chemical and has been tested and complies with NFPA 701 (1996 version), Small Scale. The fabric is NOT registered as flame retardant with the State of California or New York City unless a CA Reg. No. or NYC Reg. No. is noted below

CA Reg. No.:
NYC Reg. No.:

The Flame Retardant Process Used WILL Be Removed By Washing. Accumulation of dust or repeated dry cleaning may also adversely affect the flame resistance of this fabric. Annual testing using the NFPA 705 Field Test is recommended.

b) The manufacturer has certified that the fabric listed below has been manufactured using an inherently flame retardant fiber or durable flame retardant process and, therefore, is inherently or durably flame retardant for the life of the fabric and has been tested and complies with NFPA 701 (1996 version), Small Scale. The fabric is NOT registered as flame retardant with the State of California or New York City unless a CA Reg. No. or NYC Reg. No. is noted below:

Trade name for flame resistant fabric: Polyester
CA Reg. No.: F-521.01
NYC Reg. No.:

The Flame Retardant Process Used WILL NOT Be Removed By A Single Washing, but may degrade over repeated cleanings. Accumulation of dust may adversely affect the flame resistance of this fabric. Annual testing using the NFPA 705 Field Test is recommended.

• Purchaser's Name: Rent What
• Sew What? OC#: 2014
• Date: 11/02/09
• Material: 15oz Encore Velour
• Color: Black
• Yards: 48.00
• Notes: (if any)

30X20ENCBLK: Masking Drape, 30' h x 20' w

ANNUAL TESTING STATEMENT. The fabric listed above was field-tested on 02/08/14 by California Registered Applicator GA-1391.01, according to testing procedures set forth in NFPA 705, Match Field Test. The fabric described above has passed the field test.


By Lynda Vaughn,
Sew What? Inc

1978 Gladwick Street, Rancho Dominguez, CA 90220, USA • 310 639-6000 Fax: 310 639-6036 • www.sewwhatinc.com

Flame Certificates

Whatever, USA—Life Safety Plan Big Mine Ice Arena

 Sew What? Inc. It's not a question. It's the answer.™



CERTIFICATE OF FLAME RETARDANCY

• Certification is hereby made that: (only "a" or "b" as checked below applies)

• a) The manufacturer has certified that the fabric listed below has been treated with a flame retardant chemical and has been tested and complies with NFPA 701 (1996 version), Small Scale. The fabric is NOT registered as flame retardant with the State of California or New York City unless a CA Reg. No. or NYC Reg. No. is noted below

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NYC Reg. No.:

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Trade name for flame resistant fabric: Polyester
CA Reg. No.: F-521.01
NYC Reg. No.:

The Flame Retardant Process Used WILL NOT Be Removed By A Single Washing, but may degrade over repeated cleanings. Accumulation of dust may adversely affect the flame resistance of this fabric. Annual testing using the NFPA 705 Field Test is recommended.

• Purchaser's Name: Rent What
Sew What? OC#: 2014
Date: 10/04/09
Material: 15oz Encore Velour
Color: Black
Yards: 36.00
Notes: (if any)

30X15ENCBLK: Masking Drape, 30' h x 15' w

ANNUAL TESTING STATEMENT: The fabric listed above was field-tested on 02/08/14 by California Registered Applicator GA-1391.01, according to testing procedures set forth in NFPA 705, Match Field Test. The fabric described above has passed the field test.


By Lynda Vaughn.
Sew What? Inc

1978 Gladwick Street, Rancho Dominguez, CA 90220, USA • 310 639-6000 Fax: 310 639-6056 • www.sewwhatinc.com

Flame Certificates

Whatever, USA—Life Safety Plan Big Mine Ice Arena

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Certification is hereby made that: (only "a" or "b" as checked below applies)

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NYC Reg. No.:

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Trade name for flame resistant fabric: Polyester
CA Reg. No.: F-521.01
NYC Reg. No.:

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Purchaser's Name: Rent What
Sew What? OC#: 2014
Date: 07/21/10
Material: 15oz Encore Velour
Color: Black
Yards: 62.00
Notes: (if any)

30X30ENCBLK: Masking Drapes, 30' h x 30' w

ANNUAL TESTING STATEMENT: The fabric listed above was field-tested on 04/17/14 by California Registered Applicator GA-1391.01, according to testing procedures set forth in NFPA 705, Match Field Test. The fabric described above has passed the field test.


By Lynda Vaughn,
Sew What? Inc

1978 Gladwick Street, Rancho Dominguez, CA 90220, USA • 310 639-6000 Fax: 310 639-6036 • www.sewwhatinc.com

Whatever, USA

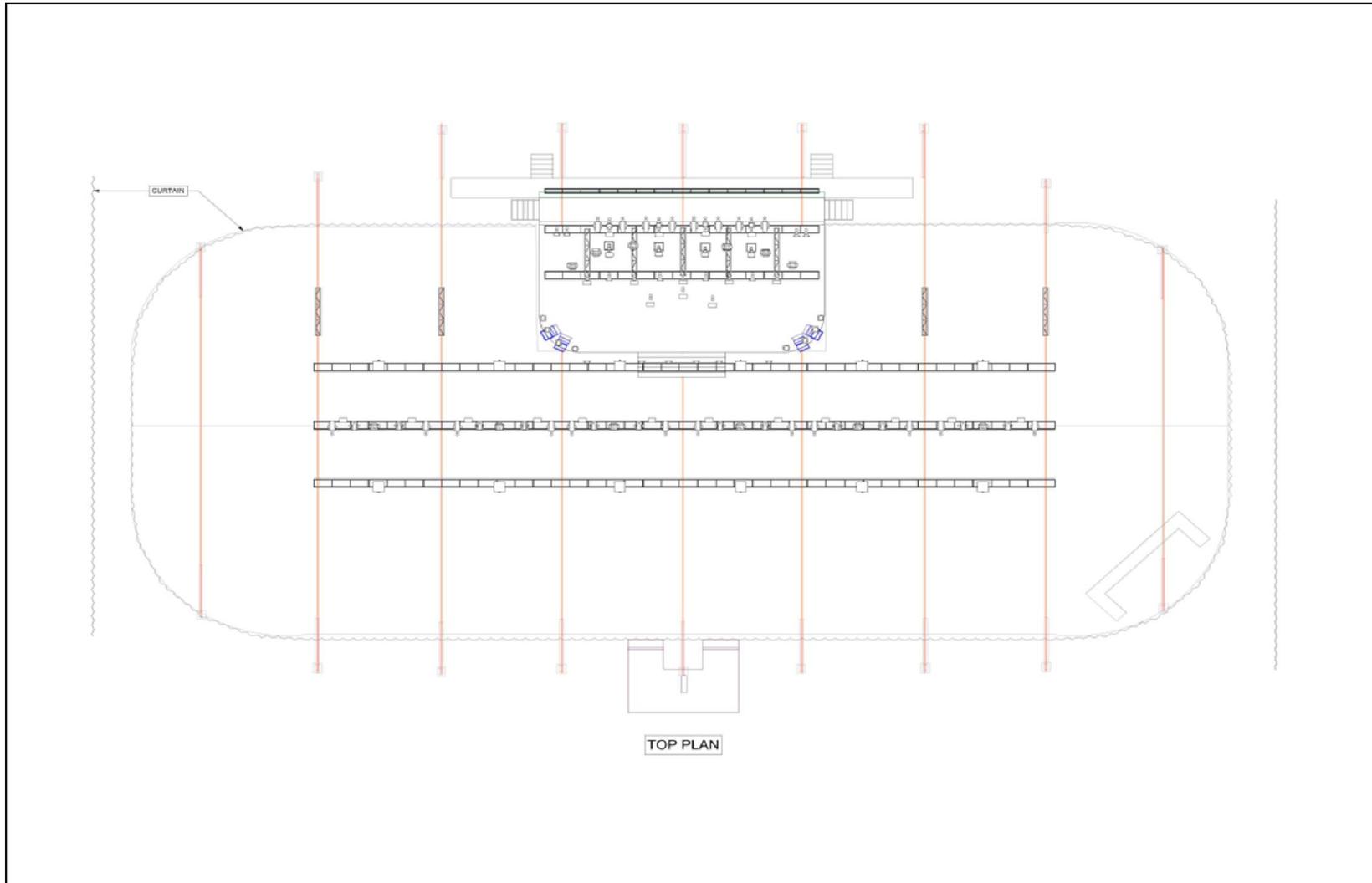
Structural CAD's

Signage & Architectural Plan

Structural Build Approvals/Engineered Stamped

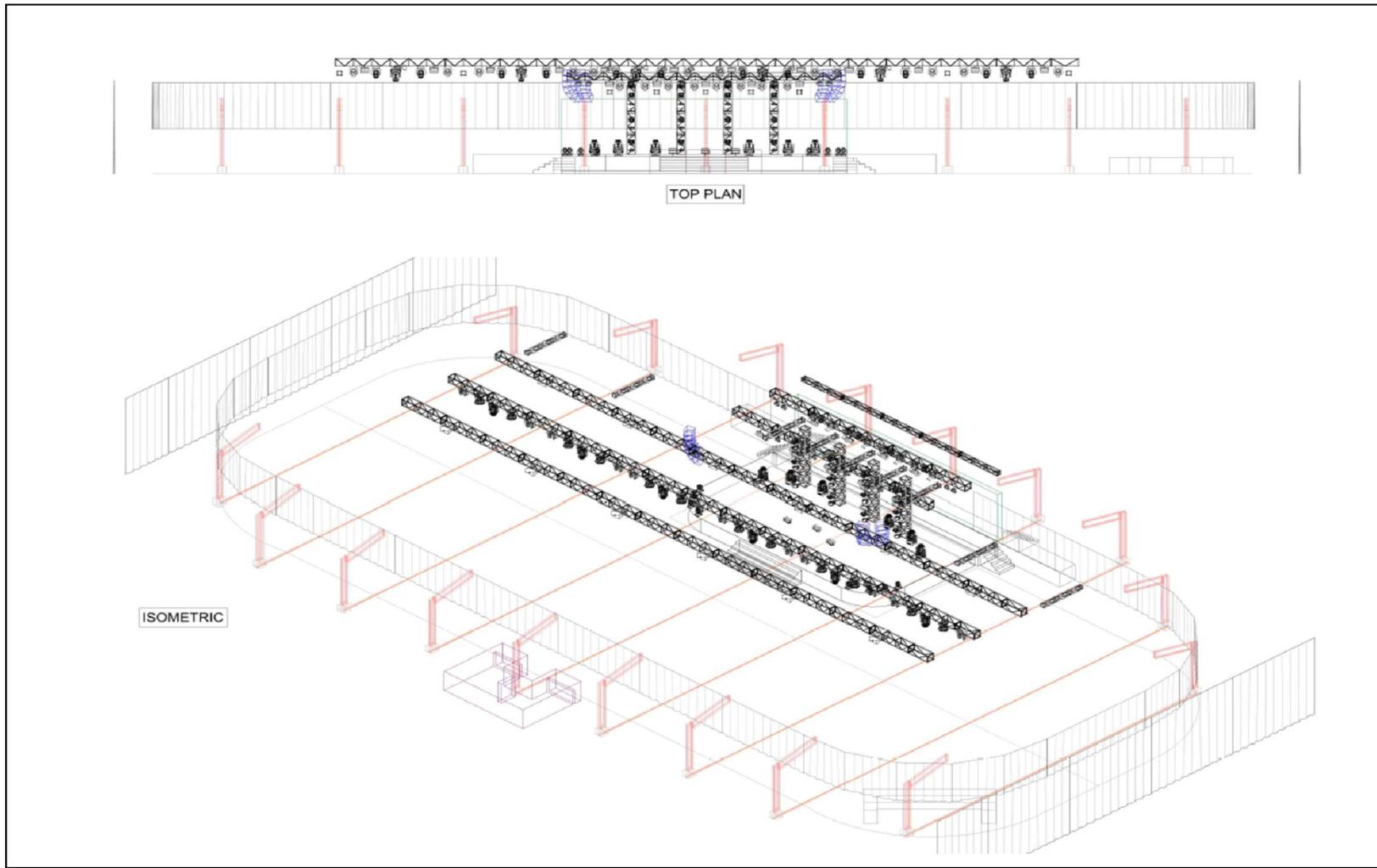
- All structures constructed from stamped by engineering firm, *Clark & Reader, registered Colorado engineer*
- *Engineer representing the firm will be present during the build and placement of all structure to ensure all plans/codes/requirements are meet and satisfactory*
- *Final inspection report will be provided to town*

Overhead view



**** See actual master CAD for details****

Overhead view



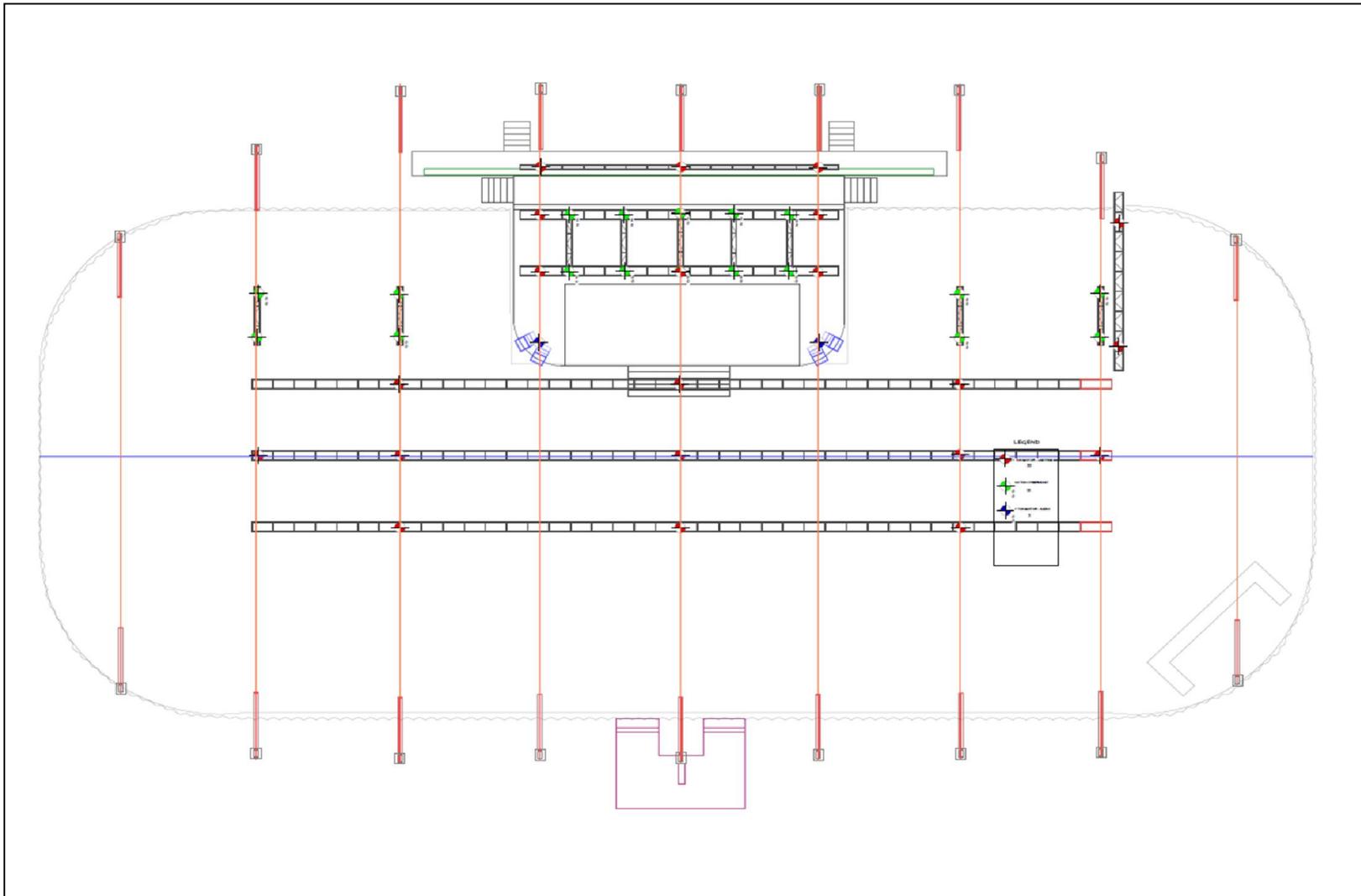
**** See actual master CAD for details****

Floor Lighting



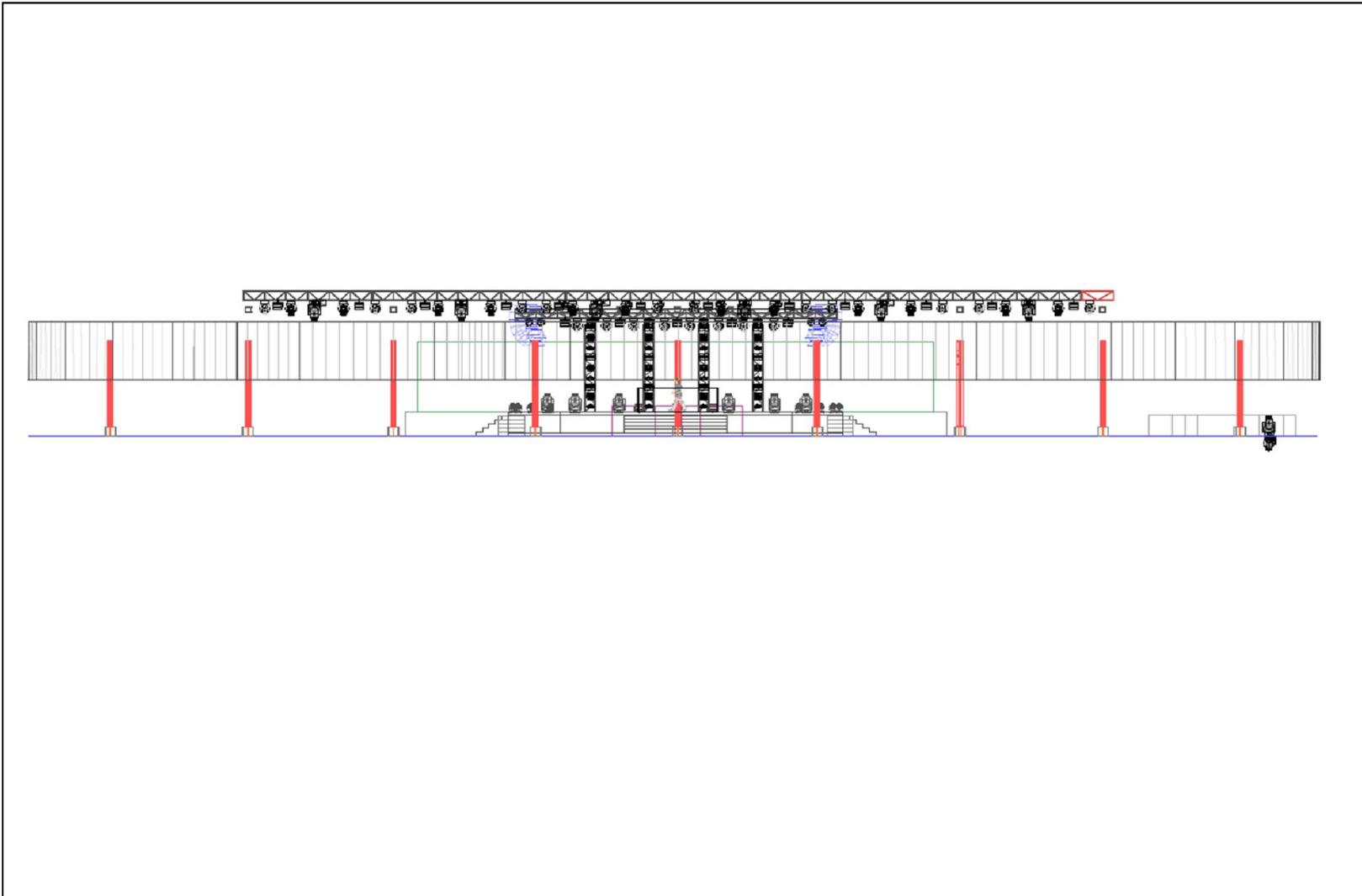
**** See actual master CAD for details****

Rig Plot



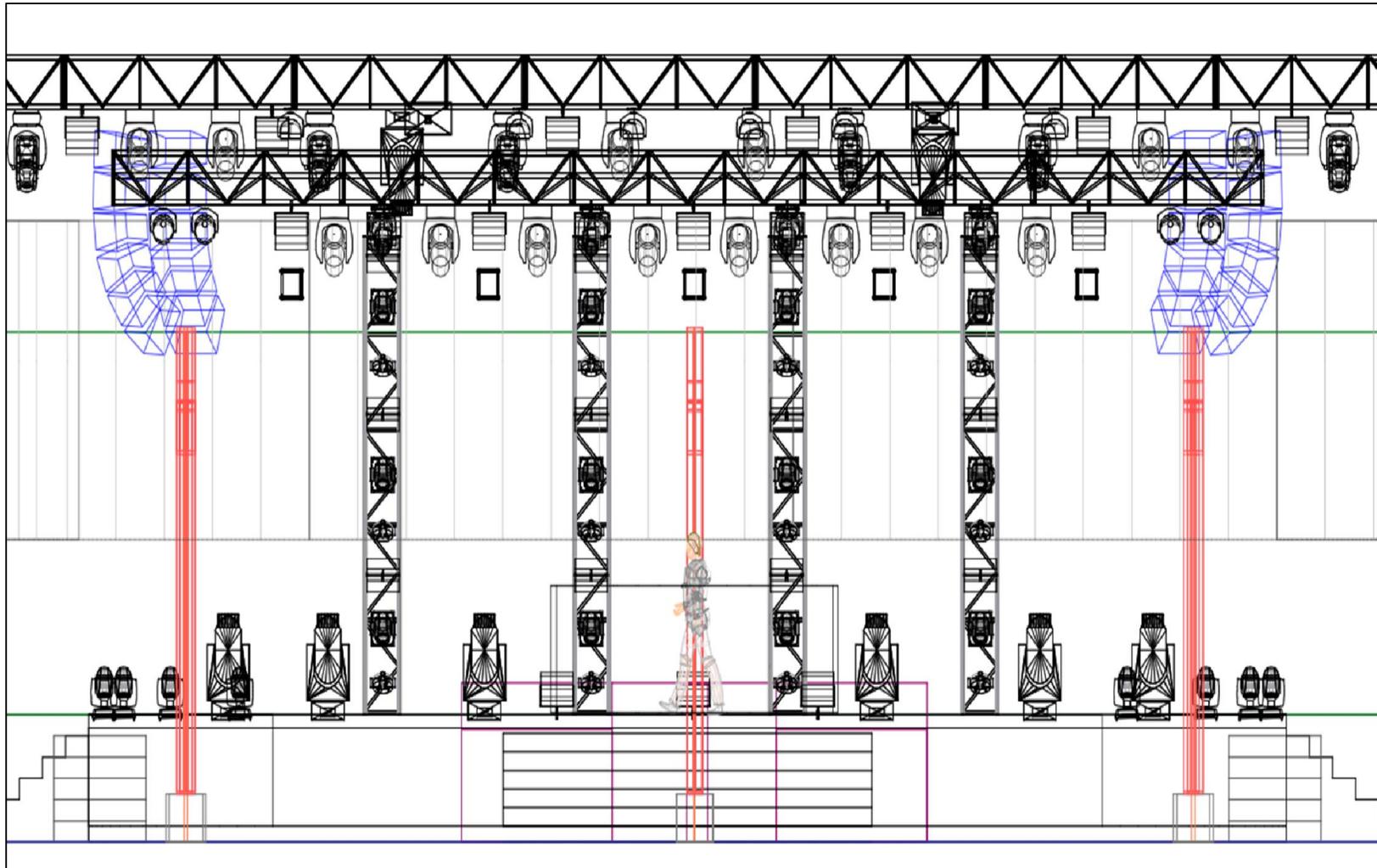
**** See actual master CAD for details****

Rig Front View



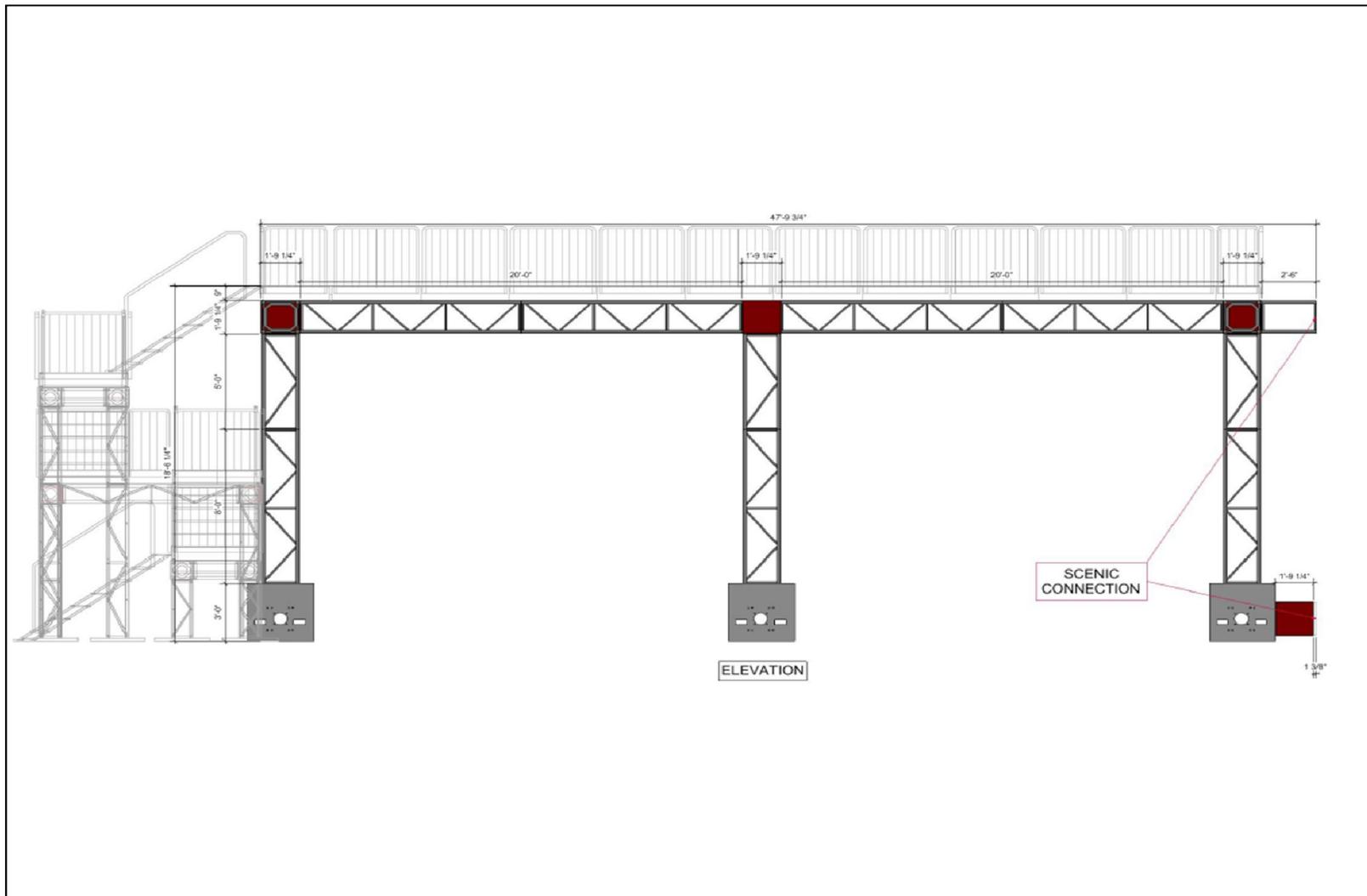
**** See actual master CAD for details****

Stage Front View



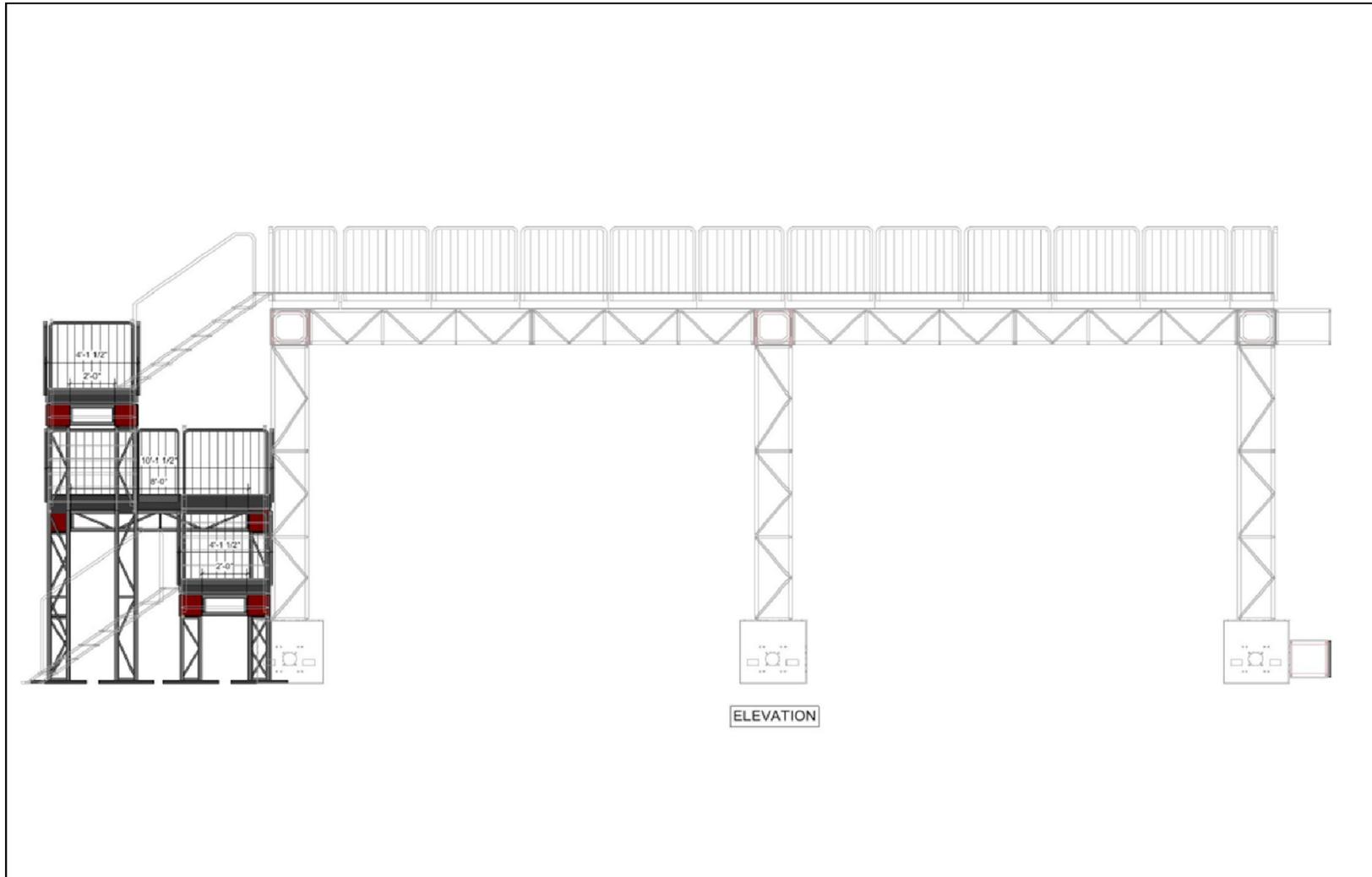
**** See actual master CAD for details****

Entrance Arch - Structure



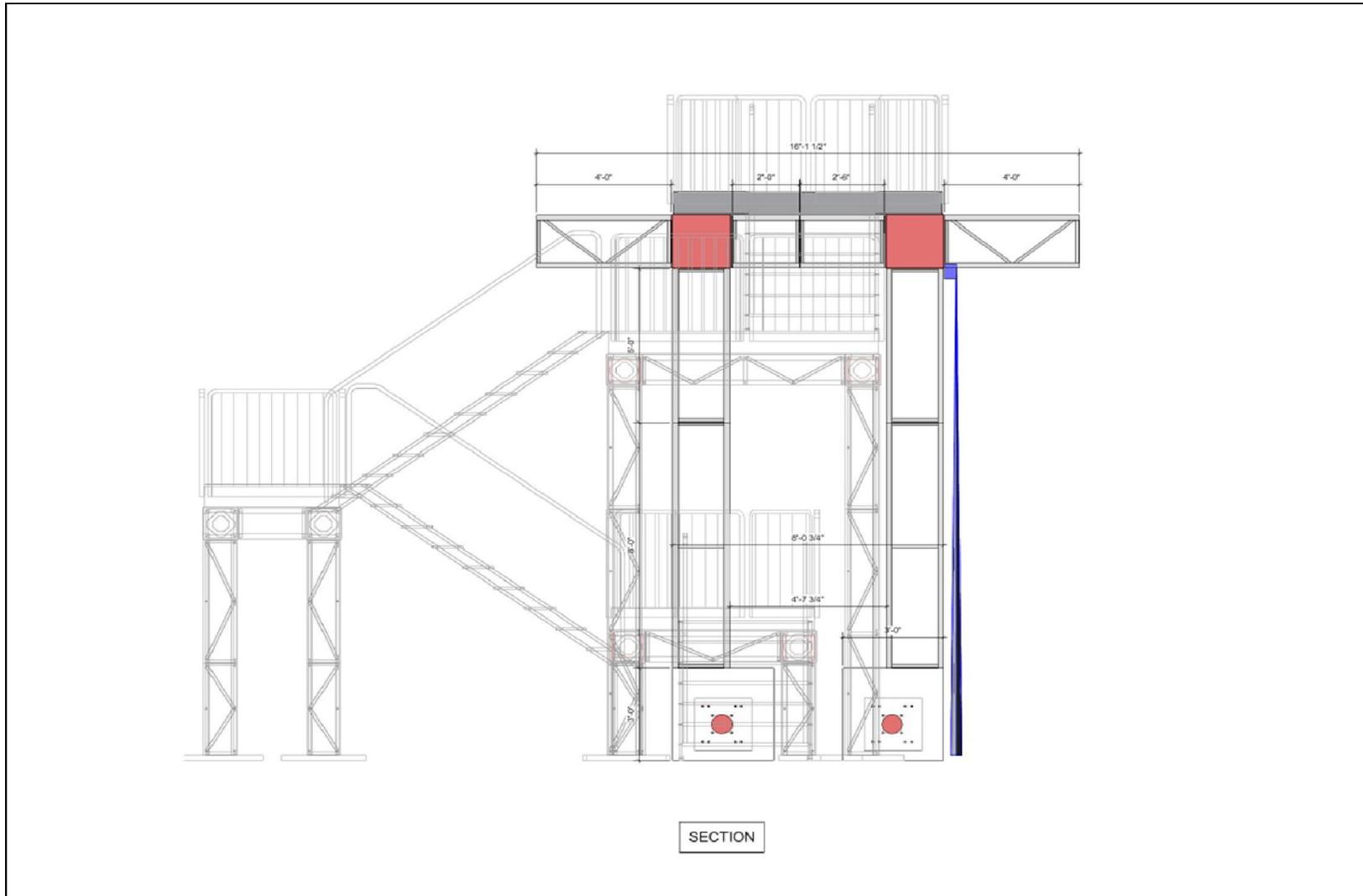
**** See actual master CAD for details****

Entrance Arch - Structure



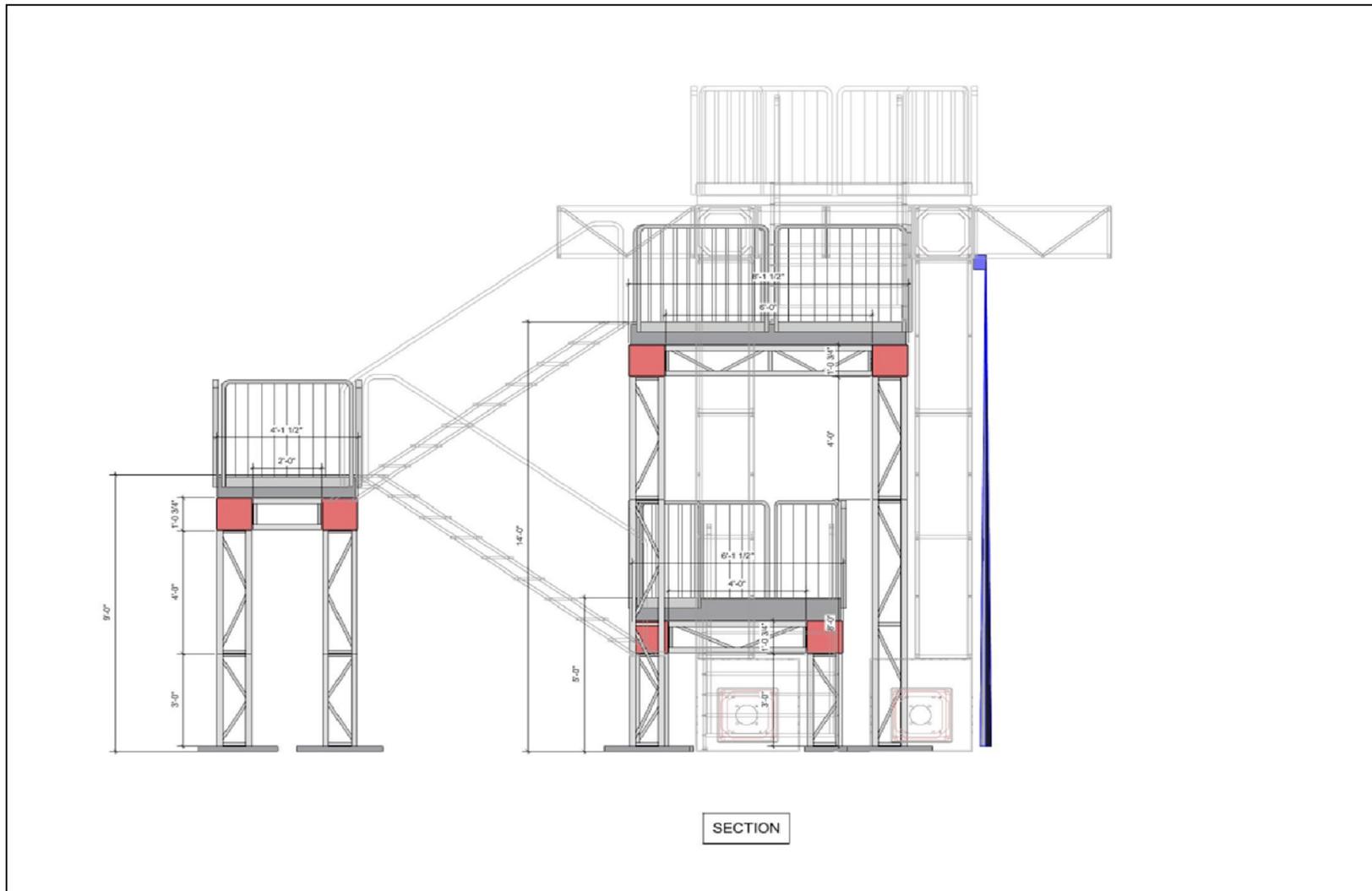
**** See actual master CAD for details****

Entrance Arch - Structure



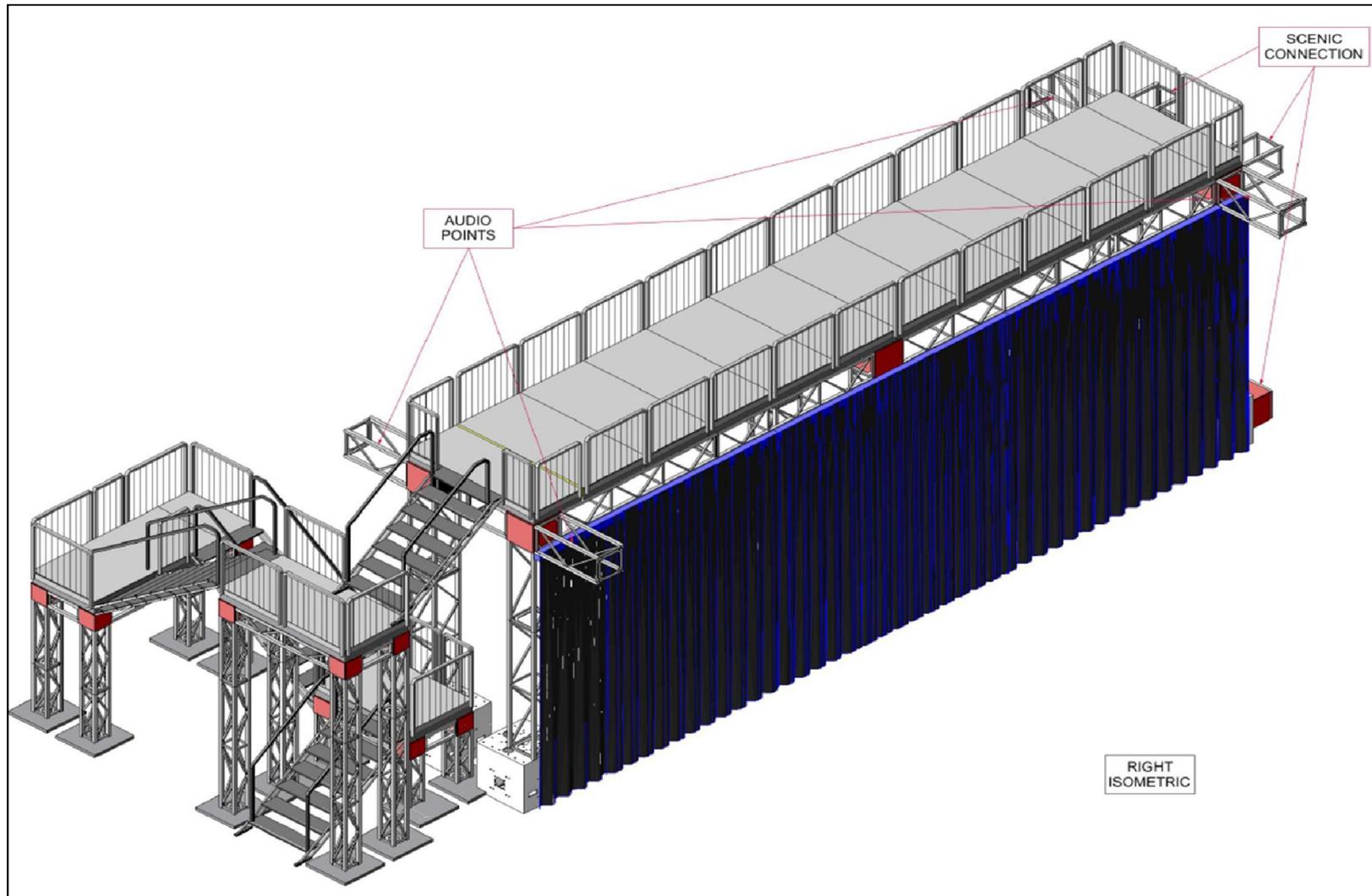
**** See actual master CAD for details****

Entrance Arch - Structure



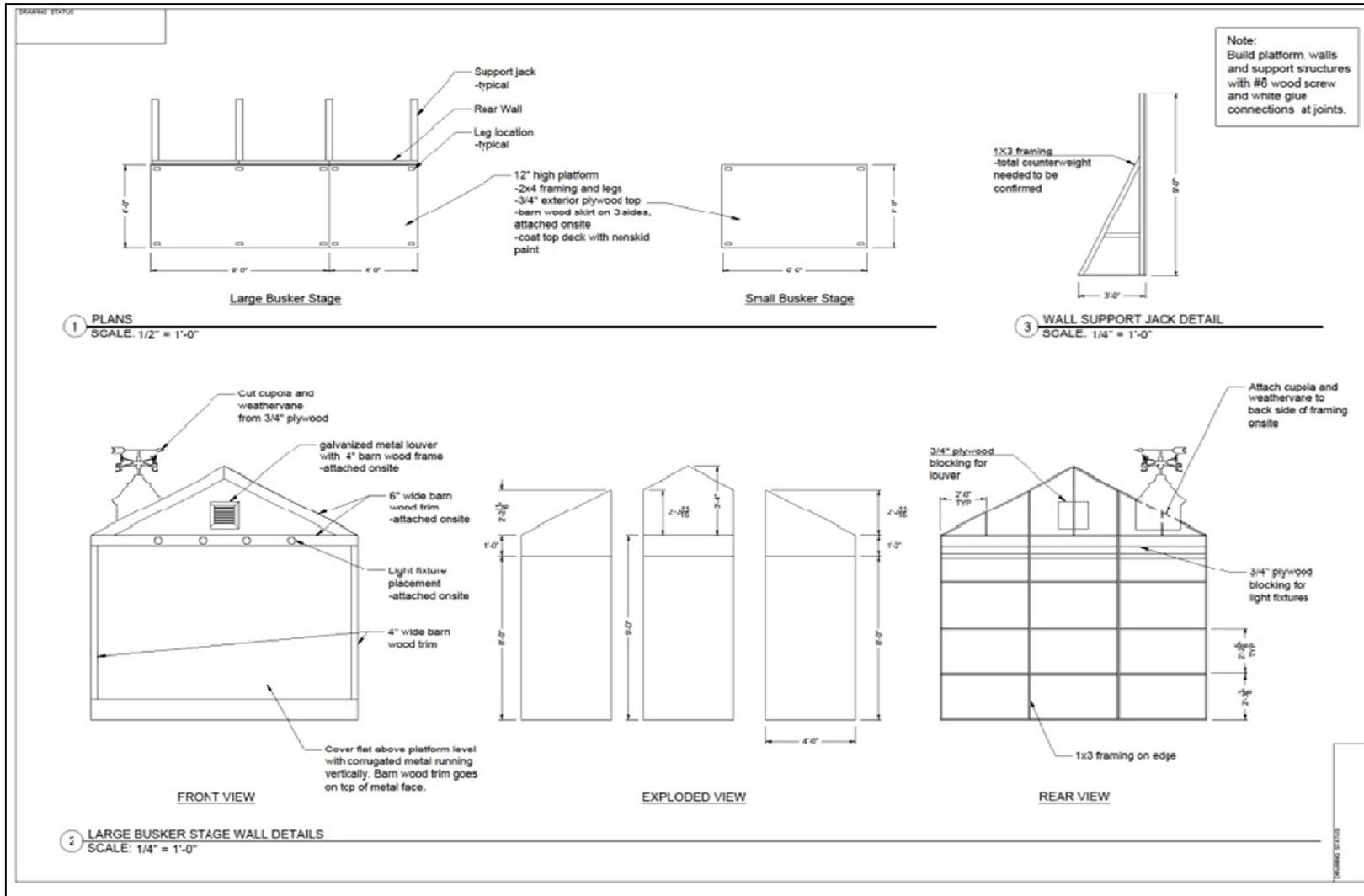
**** See actual master CAD for details****

Entrance Arch - Structure



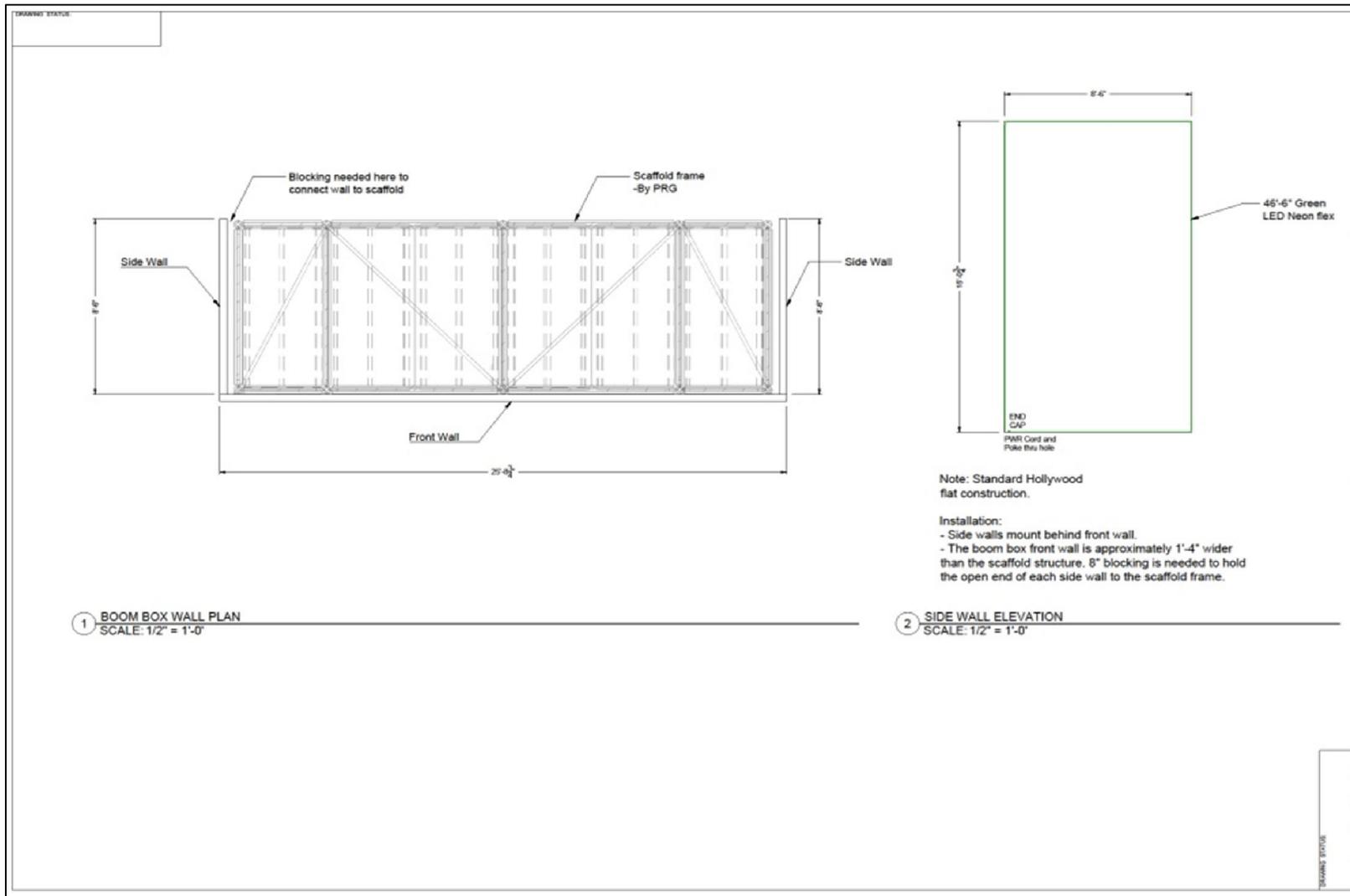
**** See actual master CAD for details****

Busker Stations



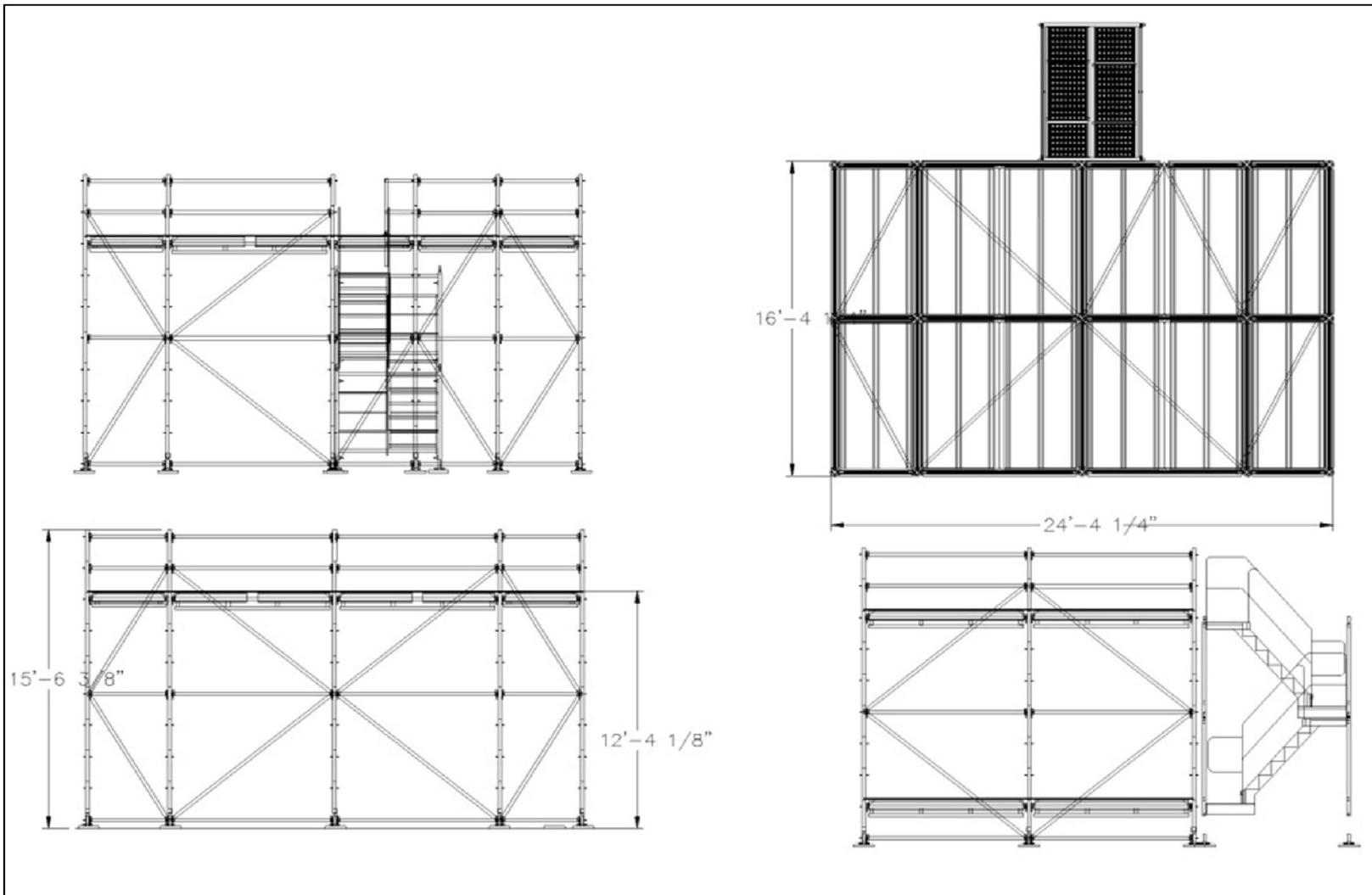
**** See actual master CAD for details ****

Boom Box



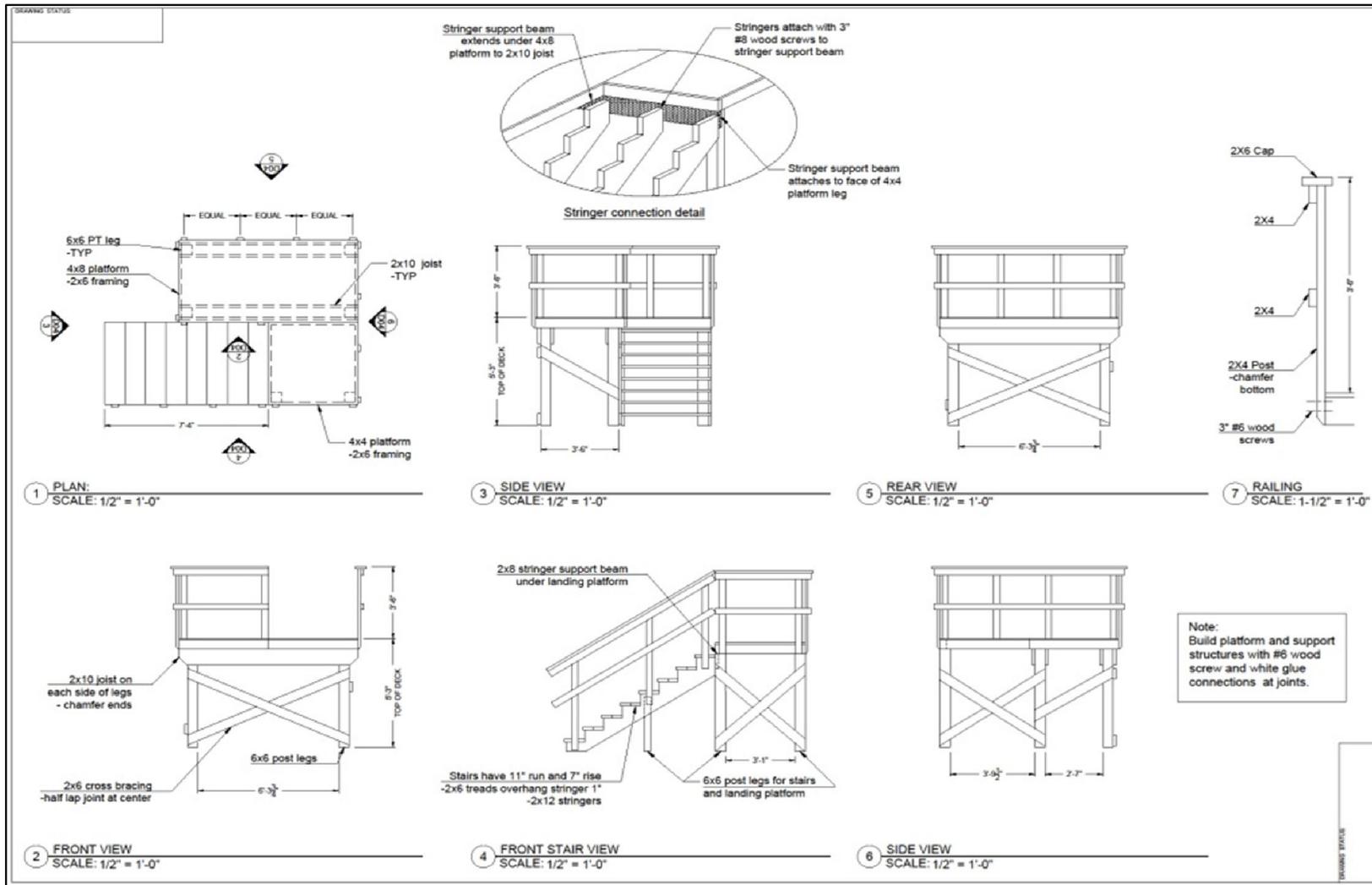
**** See actual master CAD for details****

Boom Box



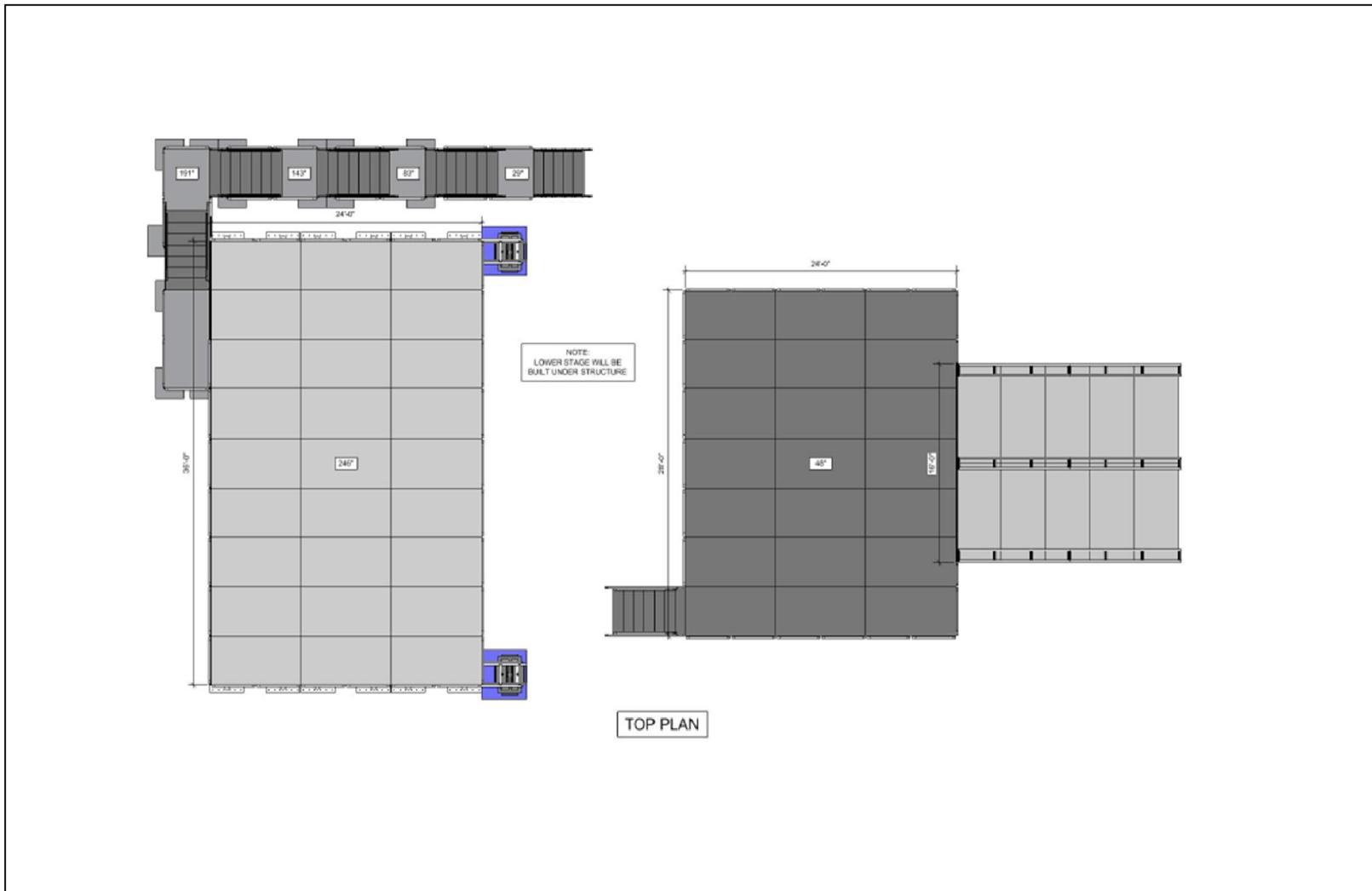
**** See actual master CAD for details****

Lifeguard Stand



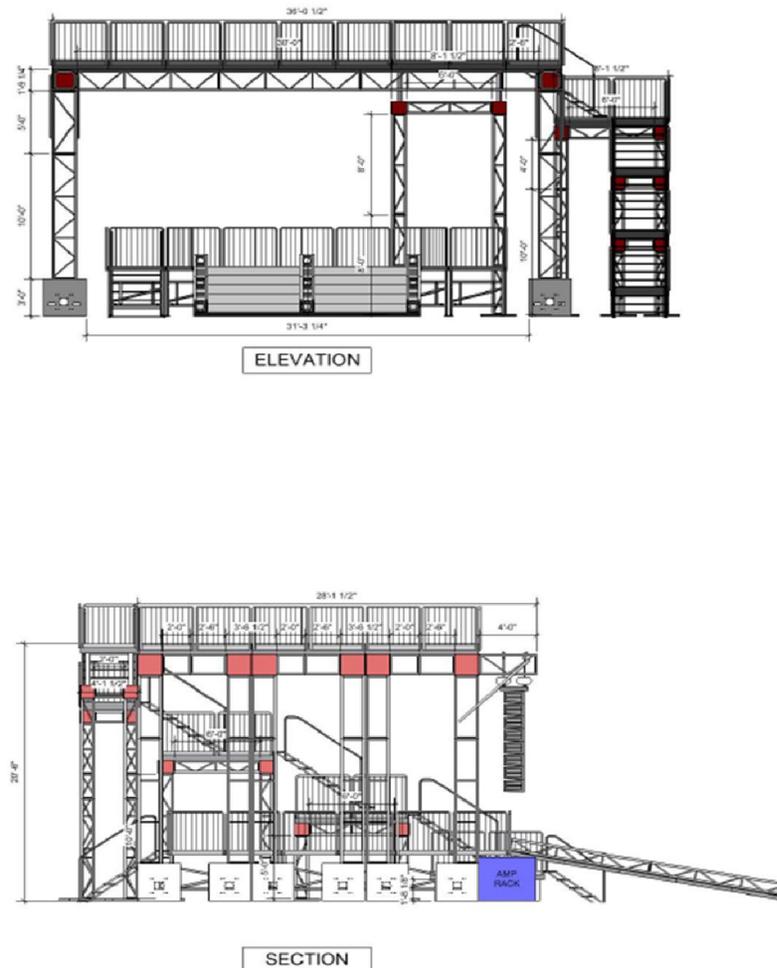
**** See actual master CAD for details****

Elk Main Stage



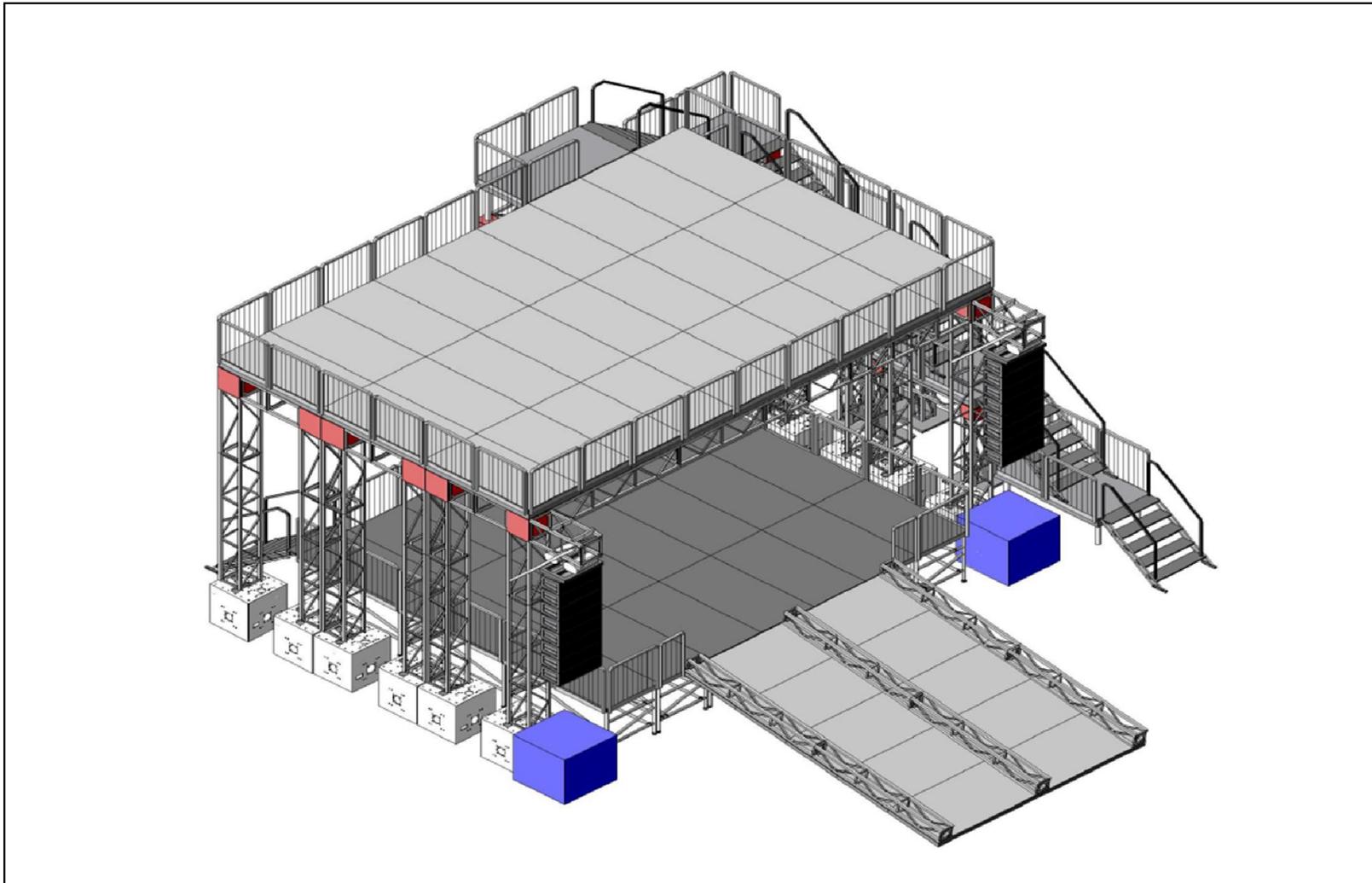
**** See actual master CAD for details****

Elk Main Stage



**** See actual master CAD for details****

Elk Main Stage



**** See actual master CAD for details****

Whatever, USA

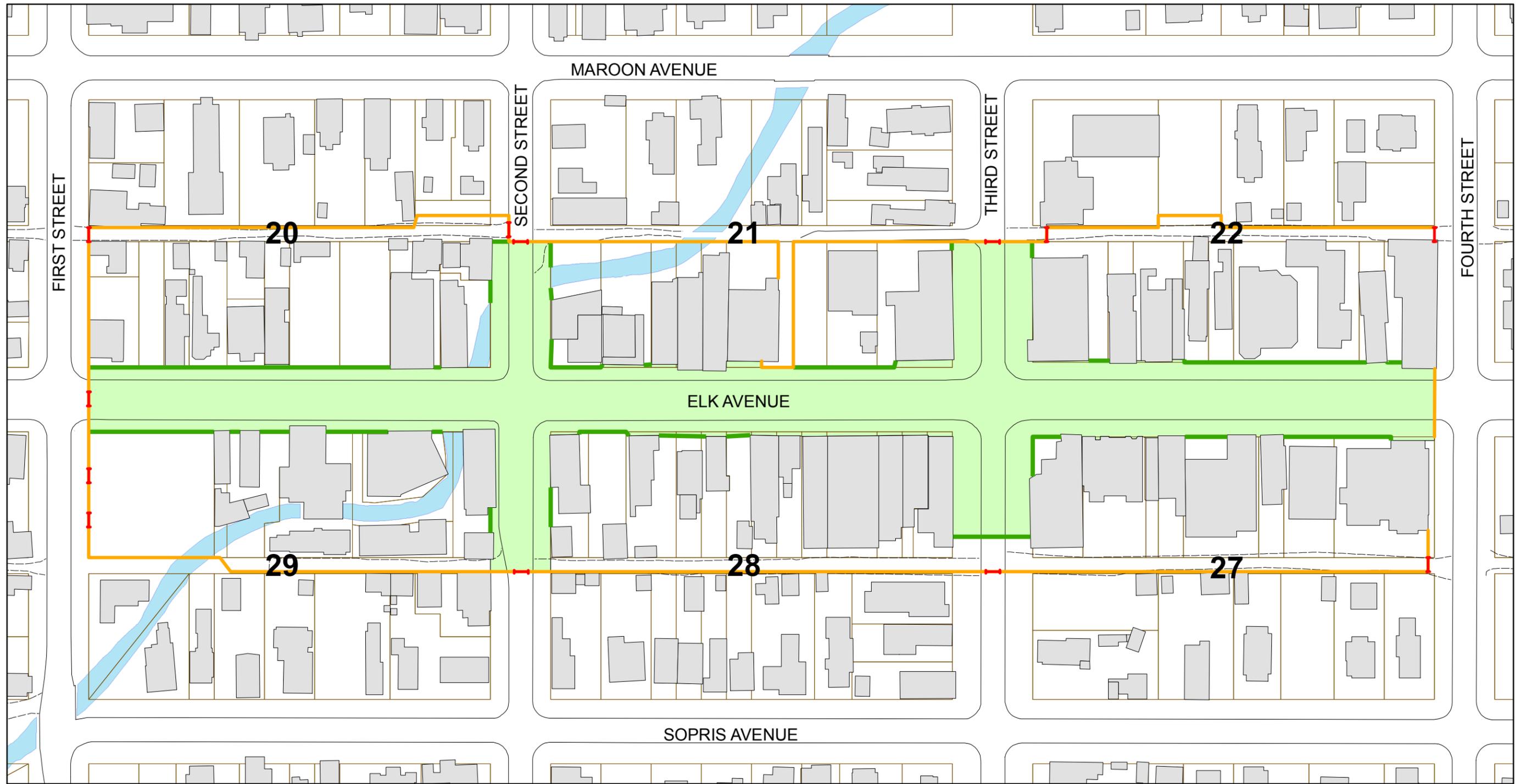
Strike & Restoration Plan

Strike & Restoration Plan

Town of Crested Butte

- Detailed plan will be provided after approval of event plan and permit
- Logistics and timing will follow a reopening as part of the street closure plan
- Will included Elk Ave., Big Mine Arena and Public Works
- Final restoration will be signed off on by Event Director and Town Manager

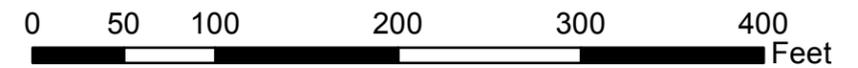
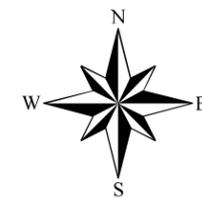




FENCING PLAN

-  Event Containment Fence
Typical alley configuration is 14 foot drive surface and 2 foot pedestrian access in Blocks 20, 22, 27, 28, and 29
-  Consumption Fence
Liquor consumption fence may be existing fence, new fence, agreement with private property owner for use, or control by security personnel
-  Consumption Area
-  Gates

-  Buildings
-  Parcel Boundaries
-  Coal Creek



Filename: C:/project/AB_2014/Fencing Plan-b.mxd
Date: August 22, 2014

Lynelle Stanford

From: David Ochs [director@cbchamber.com]
Sent: Friday, August 22, 2014 3:02 PM
To: CPA Aaron J. Huckstep JD; Todd Crossett; Lynelle Stanford
Subject: Fwd: Bud Light Support Comment

Begin forwarded message:

From: Nick <shadesofcb@msn.com>
Subject: Bud Light Support Comment
Date: August 22, 2014 at 3:00:18 PM MDT
To: David Ochs <director@cbchamber.com>

Hi Dave,

We would like to let you know that we fully support the upcoming Bud Light event taking place in early September. We strongly support it as business owners as well as residents.

Thank You,

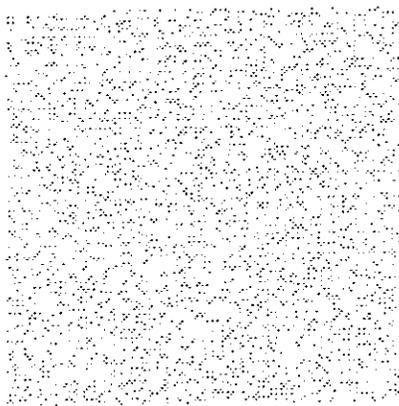
Amanda & Nick Danni
Jan & Stephanie Blewett
Tim & Cinda Blewett
Mountain Tops of Crested Butte, Inc.
Shades of Crested Butte

Lynelle Stanford

From: David Ochs [director@cbchamber.com]
Sent: Friday, August 22, 2014 2:41 PM
To: CPA Aaron J. Huckstep JD; Todd Crossett; Lynelle Stanford
Subject: Fwd: the event

Begin forwarded message:

From: "Magdalene Drewnowski, CPA" <magda@HDinCB.com>
Subject: the event
Date: August 22, 2014 at 10:54:55 AM MDT
To: <director@cbchamber.com>



Hi Dave!

My only comment on 'the event' is that I think the town should hold out for more money. Having experience with high-net clients, I see how individuals with deep pockets throw around more money than I'll make in a life time without a second thought. I can imagine that the same goes for huge corporations. \$250K is nothing to them! I do not think that we should pip-out the town for so little money. We are taking a gamble on this event and this gamble has some potential risks. If we're gambling, sort of speak, I want a higher return on the gamble!

Thanks!

Magda Drewnowski Tillger, CPA
Hegeman & Drewnowski PC
PO Box 1941/309 Belleview Ave, ste 1F
Crested Butte, CO 81224
tel: 970-349-3429
fax: 970-251-7112

In Gunnison:
312 N Main St
Gunnison, CO 81230
tel: 970-641-6241
fax: 970-251-7112

Thank you for your referrals and keep them coming!

Our conclusions are based on the facts and assumptions as stated and on authorities that are subject to change. To the extent this document constitutes tax advice subject to Circular 230, this tax advice was not intended or written to be used, and it cannot be used by any taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer.

CONFIDENTIALITY STATEMENT: This message is intended only for the addressee and may contain information that is confidential or privileged.

Unauthorized use is strictly prohibited and may be unlawful. If you are not the intended recipient, or the person responsible for delivering to the intended recipient, you should not read, copy, disclose or otherwise use this message, except for the purpose of delivery to the addressee. If you have received this email in error, please delete it and inform the sender immediately via e-mail.



This email is free from viruses and malware because avast! Antivirus protection is active.

Lynelle Stanford

From: Aaron Huckstep
Sent: Friday, August 22, 2014 2:28 PM
To: Maureen Hall
Cc: Lynelle Stanford; Todd Crossett
Subject: RE: Big Event

Hi Maureen,

Thank you for your email, I appreciate your providing input on this issue. I am cc'ing Town Clerk Lynelle Stanford on this so your comments become part of the Council's record.

Best Regards,

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

From: Maureen Hall [<mailto:thehalls@crestedbutte.net>]
Sent: Thursday, August 21, 2014 8:36 PM
To: Aaron Huckstep; David K. Owen; Shaun; J Schmidt; Chris Ladoulis; R Mason; Glenn Michel
Subject: Big Event

Dear Town Council,

It is my understanding that, should the Bud Light event be approved, you are considering spending the \$250,000 on the Big Mine Park. I would like to suggest you consider allocating these funds to the benefit of the *entire* community. The most obvious benefit would be to earmark these funds to protect Mt. Emmons from the potential molybdenum mine. What could be more important for the citizens of Crested Butte than to protect their water?

Maureen Hall

Lynelle Stanford

From: David Ochs [director@cbchamber.com]
Sent: Friday, August 22, 2014 2:29 PM
To: CPA Aaron J. Huckstep JD; Todd Crossett; Lynelle Stanford
Subject: Fwd: "That Event"

Begin forwarded message:

From: "The Mountain Store" <mtnstore@crestedbutte.net>
Subject: "That Event"
Date: August 22, 2014 at 8:07:50 AM MDT
To: <director@cbchamber.com>

Hi Dave,

I just wanted to update my comments. I am feeling much better about the Bud Light event since the informational meeting. I thought it was awesome that Todd Crossett and Bobby Wells were both there to answer questions and I "get it" a lot better now.

Still have a few questions for Bobby Wells though if he would ever return my call... :)

Thanks for being an awesome Chamber Director.
Betsy

Betsy Heartfield

The Mountain Store
P.O. Box 2530/203 Elk Avenue
Crested Butte, CO 81224
970-349-9113
mtnstore@crestedbutte.net
cbmtystore.com

Lynelle Stanford

From: Aaron Huckstep
Sent: Friday, August 22, 2014 3:14 PM
To: Todd Crossett
Cc: Lynelle Stanford
Subject: RE: Event plans

Todd – please copy Lynelle on these if the email is going to all Council.

Best Regards,

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

From: Todd Crossett
Sent: Friday, August 22, 2014 2:59 PM
To: Johnna Bernholtz; Aaron Huckstep; David K. Owen; Shaun; Glenn Michel; J Schmidt; R Mason; Chris Ladoulis
Subject: RE: Event plans

Johnna,

We posted everything that was in staff's possession to post and will post whatever is in our possession to post this afternoon. Any requested documents that have not been received cannot be posted, and any absence of such will be included in the staff report for their consideration.

Best regards,

Todd

From: Johnna Bernholtz [<mailto:johnnabobb@gmail.com>]
Sent: Friday, August 22, 2014 2:31 PM
To: Todd Crossett; Aaron Huckstep; David K. Owen; Shaun; Glenn Michel; J Schmidt; R Mason; Chris Ladoulis
Subject: Re: Event plans

Todd,

Thank you for getting back to me. I'm disappointed that during the public comment period all the information isn't up as you said it would be during your 'informational meeting' on Wednesday. It should have been available that night for comments/questions as well. The special event ordinance should be available to everyone as well. The secrecy that continues with this production is unacceptable and maddening.

On Fri, Aug 22, 2014 at 2:12 PM, Todd Crossett <TCrossett@crestedbutte-co.gov> wrote:

Johnna,

The full plan/map submission will be up at the end of the day today – as will an updated staff report. We are waiting on final responses to questions and requests for further detail to be added into the plan document due this afternoon. All will be uploaded today.

Article 6 Ch 6 is the special event ordinance. I will ask Lynelle to send that to you electronically.

Best regards,

Todd

From: Johnna Bernholtz [<mailto:johnnabobb@gmail.com>]
Sent: Friday, August 22, 2014 10:24 AM
To: Todd Crossett
Subject: Event plans

Hi Todd,

I was checking out the packet for Monday's meeting and there doesn't seem to be the map/plan in the documents. Can you please forward that and attach on the website for others to see as well please.

Also, there are many references to Article 6, Chapter 6 in the town codes and yet there is no article 6/chapter 6 when looking at the codes. Please also post and forward this. I'm sure this is the new special events document that was written, but it needs to be seen as well.

Thank you,

Johnna Bernholtz

--
Johnna Bernholtz

Lynelle Stanford

From: Aaron Huckstep
Sent: Friday, August 22, 2014 2:40 PM
To: Johnna Bernholtz
Cc: Lynelle Stanford; Todd Crossett
Subject: RE: Event plans

Hi Johnna,

(Just sent nearly the same email to your earlier email, Johnna – any time we have 3 or more Council members on an email, I forward a copy to the Clerk. Again, thanks for your input) Thank you for your email, I appreciate your providing input on this issue. I am cc'ing Town Clerk Lynelle Stanford on this so your comments become part of the Council's record.

Best Regards,

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

From: Johnna Bernholtz [<mailto:johnnabobb@gmail.com>]
Sent: Friday, August 22, 2014 2:31 PM
To: Todd Crossett; Aaron Huckstep; David K. Owen; Shaun; Glenn Michel; J Schmidt; R Mason; Chris Ladoulis
Subject: Re: Event plans

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Todd

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Thank you,

Johnna Bernholtz

--

Johnna Bernholtz

Lynelle Stanford

From: Johnna Bernholtz [johnnabobb@gmail.com]
Sent: Friday, August 22, 2014 2:22 PM
To: Lynelle Stanford
Subject: comment letter for upcoming meeting

Hi Lynelle,

I'm sending this to you as well as I want to be sure all council members, mayor and Todd do see it.

Thank you,

Johnna Bernholtz

August 22, 2014

To All Town Council Members & Mayor Huckstep,

I am very concerned about how YOU, our elected officials have (or have NOT) represented our town with the upcoming issue of the Major Special Event on the Horizon. As a 20 year resident of Crested Butte, parent of kids who socialize and spend time on Elk Ave., is a vendor for special events, supports local events/non-profits, I know we – the residents who live in this town - deserve more respect and consideration from you – our elected officials. Don't get me wrong – I love a great party, after all I was Flauschink Queen.

I have several issues and concerns that I feel need to be addressed and discussed **PRIOR** to any application being granted (although as stated below it appears to already have been cleared – see #3).

Here are the issues I feel our elected officials should reconsider before **ANY** approval is given:

1st – **HONESTY** – There has been very little of this and full disclosure with the people of our town. Let's be real – **this is a PRODUCTION not an event**. It is being presented to the community as a 3 day event when really it is a 3 WEEK PRODUCTION! It is not for the community as an event would be yet the community as a whole will have to tolerate the 3 weeks of set up/tear down and basically restoring the town.

2nd -MONEY - This is a multimillion dollar company who spends millions on marketing. To only be receiving \$250,000.00 is a joke & selling out! How about that per day? Per week at the minimum! (Maybe saying it as "a quarter of a million" makes it seem bigger!) That is NOTHING to Bud Light for "taking over" (exactly what is said in their promo ads) OUR town. The community as a whole should decide how the money is spent. This event is and will affect the entire community – like it or not! Every single person should benefit from the payout, NOT a fraction of the community through the hockey/Nordic facilities.

3rd - Already a done deal...? - Supposedly, Monday, August 25th is the final approval for this production, so why has the production company's trailers and creates already started showing up in town? I have watched the lots around the public works fill each day. Apparently, there really is no community say.

4th - Image - What kind of publicity do we want? This production will be great advertising because that's what it's about. Who are we marketing and thinking this will bring to our town? This production (I'll call it what it is) isn't going to help bring families and retired adults to our community, but it will bring more college partiers & binge drinkers. Many organizations have been working hard to bring races and real events to this town.

I also think it is very rude and disrespectful to ask the people who live here to "leave town for the weekend or go to the woods" if you don't like it. We LIVE here! People have jobs they can't just leave, kids have sports practices and games, they can't just leave. Our day to day lives here aren't a production, this is our HOME.

We are not in off-season yet. September has gotten busier and busier over the past 3 plus years thanks to the "September Splendor" marketing that we have paid for. How many visitors have trips planned to come enjoy our beautiful fall here and will be greeted by a 6' chain link fence that won't let them enjoy the town they came to visit? Negative publicity and word of mouth does FAR more damage than good publicity. The ripple effect of this could be very damaging in years to come. Not only will it negatively impact our 'paying tourists' but will affect MANY businesses in a negative way as well. If town really wants to help businesses & residents during the off season, October would be a better month!

I hope you truly listen and understand the issues this community is bringing before you. I understand confidentiality agreements, but there are ways to hold public forums/comment without disclosure. I could have been "for" this if I didn't feel like the Town Manager, Mayor and Council were trying to pull a fast one and were more honest in the reality of how it will affect us all. It is unfortunate our elected officials could not be a bit more aware that the people they represent could have issues with a major production coming to town. Please - don't sell out our town!

Sincerely,

Johnna Bernholtz
PO Box 2896
731 Teocalli Ave
Crested Butte, CO
349-2789

Lynelle Stanford

From: Aaron Huckstep
Sent: Friday, August 22, 2014 2:41 PM
To: Lou Beckman
Cc: Lynelle Stanford; Todd Crossett
Subject: RE: Special Event

Hi Lou,

Thank you for your email, I appreciate your providing input on this issue. I am cc'ing Town Clerk Lynelle Stanford on this so your comments become part of the Council's record.

Best Regards,

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

From: Lou Beckman [<mailto:loubeckman@gmail.com>]
Sent: Friday, August 22, 2014 10:00 AM
To: Aaron Huckstep; David K. Owen; Shaun; J Schmidt; Chris Ladoulis; R Mason; Glenn Michel
Subject: Special Event

To Crested Butte Town Council

Anheuser-Busch had a net income of \$16.5 billion in 2013. I feel they could offer, and we could demand, a lot more than a quarter of \$1 million for the disruption and possible negative impact that this event will have on our town.

See income statement below and note that the figures are in thousands.

Lou Beckman (CB town resident)

Anheuser-Busch InBev SA/NV (BUD)

-NYSE Follow
110.37 0.77(0.69%) [11:39AM EDT](#) - Nasdaq Real Time Price

Income Statement

Get Income Statement for: [

View: [Annual Data](#) | [Quarterly Data](#)

All numbers in tl

Period Ending	Dec 31, 2013	Dec 31, 2012	Jan 1
Total Revenue	43,195,000	39,758,000	39,04
Cost of Revenue	17,594,000	16,422,000	16,61
Gross Profit	25,601,000	23,336,000	22,43
Operating Expenses			
Research Development	-	-	
Selling General and Administrative	4,958,000	10,499,000	9,73
Non Recurring	200,000	90,000	35
Others	-	-	
Total Operating Expenses	-	-	
Operating Income or Loss	20,443,000	12,747,000	12,34
Income from Continuing Operations			
Total Other Income/Expenses Net	844,000	344,000	43
Earnings Before Interest And Taxes	21,581,000	13,715,000	13,40
Interest Expense	3,047,000	2,710,000	3,72
Income Before Tax	18,534,000	11,005,000	9,68
Income Tax Expense	2,016,000	1,680,000	1,82
Minority Interest	-	-	
Net Income From Continuing Ops	16,812,000	9,949,000	8,48
Non-recurring Events			
Discontinued Operations	-	-	
Extraordinary Items	-	-	
Effect Of Accounting Changes	-	-	
Other Items	-	-	
Net Income	16,518,000	9,325,000	7,85
Preferred Stock And Other Adjustments	-	-	
Net Income Applicable To Common Shares	16,518,000	9,325,000	7,85

Lynelle Stanford

From: Chris Ladoulis
Sent: Friday, August 22, 2014 2:12 PM
To: Lynelle Stanford
Subject: Fwd: Commercial filming

For the record

Begin forwarded message:

From: Linda Wilson <luluincb@gmail.com>
Date: August 22, 2014 at 1:34:11 PM MDT
To: Chris Ladoulis <CLadoulis@crestedbutte-co.gov>
Subject: Commercial filming

Hi Chris , as I said the other night I am in favor of the bud lite filming in CB . Thanks , Linda Wilson

Sent from my iPhone

Lynelle Stanford

From: Rick Murray [rick@murrland.com]
Sent: Friday, August 22, 2014 3:10 PM
To: Rodney Due
Cc: Shaun; Lynelle Stanford; David K. Owen; J Schmidt; Glenn Michel; R Mason; Chris Ladoulis; Aaron Huckstep; Todd Crossett
Subject: Re: Bud Light Road Painting - Very Important Please read

I stand by my original statements and concerns. Sealing over a 10ft. spray painted sign is not the same as 3 blocks of town streets. Unless it can be shown otherwise, this technique of painting an entire road and then sealcoating over it *has never been attempted or tested*. Is the Council prepared to take personal responsibility on this unknown and guarantee that the blue will never be visible and wear through? Is Bud Light prepared to leave a 20 year performance bond guaranteeing this? Remember, covering it up does not make it “go away”, it simply hides what is there. Essentially it is the “easy way out”, and I’m sure there are other viable alternatives.

Why in the world would we take this chance with our perfectly good streets? No one is forcing us. We have the upper hand here and it is our streets, why not just tell Bud Light that what ever material they use to color the streets it must be removed immediately afterwards. This should be their problem, not ours. Whether it be paint, carpet, vinyl, it should be their responsibility to remove it not just cover it and leave it for us.

Protecting our town assets and demanding that others do the same is the responsible thing to do. I’m asking Council to please do the right thing.

Regards-
Rick

PS - This IS possible to do without paint. They turn entire football fields and soccer fields any color they desire using carpet. Companies spent gazzillions on commercials and the set creation for them. Painting is just cheap and easy. And what’s to say the the streets in WHATEVERville aren’t paved with carpet??

On Aug 22, 2014, at 2:14 PM, Rodney Due <RDue@crestedbutte-co.gov> wrote:

In response to Mr. Murray’s concerns,

Seal Coating is an industry standard used across the United States. Agencies extensively using this process within our area; Mt. Crested Butte, Crested Butte, Riverland, Skyland, CB South, Gunnison, and Gunnison County. Yes, on their streets, and not just drive ways and parking lots. Here is an example of using this product over paint--the first year of the USA PRO Challenge, a huge Marijuana Leaf was painted in the 200 Block of Elk Avenue, the Town seal coated over the paint, and the paint did not bleed threw in 2 to 3 months. Nothing had bled through at the 2 ½ year mark at which time the Town did a routine maintenance overlay on Elk Avenue.

According to the Agency for Toxic Substance and Disease Registry (ATSDR) a federal public health agency of the U.S. Department of Health and Human Services, the most common sources of exposure to Polycyclic Aromatic Hydrocarbons (PAH’s) are tobacco smoke, food, wood, smoke and ambient air. One of the most

common exposures is barbequed meat i.e. grilling. I would encourage anyone interested in PAH's to visit the ATSDR Web-site. <http://www.atsdr.cdc.gov/ToxProfiles/tp.asp?id=122&tid=25>

V/R

Rodney E Due
Director of Public Works
Town of Crested Butte
(970) 349-5338 Ext 114

From: Shaun
Sent: Friday, August 22, 2014 10:51 AM
To: Lynelle Stanford
Cc: Rodney Due; David K. Owen; J Schmidt; Glenn Michel; R Mason; Chris Ladoulis
Subject: Re: Bud Light Road Painting - Very Important Please read

Hi guys, I have taken Rick off of the email chain and added Lynelle so it can be part of public record.

I share the same concerns Rick outlined. Before this week I thought BL was proposing to use a temporary spray type chalk paint (good for a week or so) that could be easily washed off.

My understanding of and experience with seal coat is the same that Rick outlined. It stinks, wears through, takes a couple of days to apply/cure and needs to be reapplied every couple of years.

Rodney, I am sure you have already thought of all these issues and have answers or concerns. Can you weigh in?

Also guys, for what it is worth I once carpeted an entire block green to make a temporary outdoor soccer pitch. It is expensive but not outside the realm of possibilities.

Shaun

Shaun Matuszewicz
Councilman, Town of Crested Butte
Direct: (970) 703-3366
Town Hall: (970) 349-5338

On Aug 22, 2014, at 9:33 AM, "Rick Murray" <rick@murrland.com> wrote:

Rodney, (and all)

I'm writing to ask that you please, please do NOT allow BudLight to paint Elk Ave. blue.
Allowing this will be a huge mistake that this town will live with for many, many years.

I was told that as Public Works Director, you have given your approval to allowing Bud Light to paint 3 blocks of Elk. Ave. and the subsequent sealing over of this paint, and you have no problem with them doing this. In all due respect Rodney, do you have any formal training in seal coat operations and effects? Has this ever been done before with acceptable results? Anywhere? Have you spent any time researching the results of this painting and sealing over? Can Bud Light show you evidence or case histories showing that painting a street and then sealing will

work? I would assume not. They are simply saying that they will cover it up, turn it black, and then drive down Hwy135 leaving town to deal with it.

I *have* done some research. I have talked to a large company that does commercial seal coating and was told adamantly that *we will end up with this blue problem for years to come.*

Commercial streets are rarely seal coated. Driveways and parking lots yes but rarely roads. Sealant wears off over time. This is why driveways and parking lots are re-sealed every year or two.

Covering over blue paint with sealant will not remove it or make it go away, it will only “hide” it.

Think of sealant as a paint which it essentially is. This seal coat paint will wear off. As the seal coating wears, which it will, the blue layer underneath will keep poking through, requiring more sealcoat to be added over, and over, and over, indefinitely. In other words, *once you seal coat over blue paint you will be forced to maintain this seal coat coverage forever.* Twenty years from now, if the sealcoat wears through, the blue will be there. It will start within months with the tire tracks. We will have blue stripes going down Elk where the seal coat has worn off, but the paint has not. Imagine those famous photos of our picturesque Elk Ave. with 4 blue stripes down the middle of the road. This is a FACT. The blue will always be there and require constant re-covering. Is the town prepared to take on this expense for 20-30 years to come?

Applying seal coat to the roads will require closing the road.

The procedure for sealcoating is to close the entire road. First you clean the road either with a sweeper or preferably compressed air. You then apply the seal coating on one day and keep ALL TRAFFIC AND PEDESTIANS off the road for 24 hours until the sealcoating has had a chance to dry. This is the recommended procedure for sealcoating. This process is also required to be done in warm temperatures. Will the residents, tourists and local business community appreciate this *2 day total road closing in the summer season* every year or two? Not to mention the coal tar smell for the next week?

Seal Coat is a toxic product.

Here is link to the USGS, Government website listing the toxicity of different seal coats:

http://water.usgs.gov/nawqa/pah_faq.html#impact

The highlights of this website say:

- Sealcoat wears off due to traffic in 2-3 months
- Sealcoat contains toxic chemicals, *Polycyclic aromatic hydrocarbons* (PAH) which are a byproduct of the coking of coal
- PAHs found in sealcoat and other combustion-based materials are toxic to mammals (including humans), birds, fish, amphibians, invertebrates, and plants.
- As sealcoat wears off the abraded material washes into the local streams and waterways.
- Many communities have banned the use of coal tar sealants.
- Home Depot and Lowe’s have removed coal tar sealants from their shelves due to the toxicity.

As an environmentally sensitive community do we really want to apply and re-apply a toxic substance to our roads, year after year just because some national corporation wanted to make a commercial here? Is it environmentally responsible to be placing toxic chemicals into the

headwaters that fill our reservoirs? This is something that we do not currently do and **we do not need to do this?**

Other reasons not to allow road painting that will require sealcoating:

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- Seal coating stinks. Walk past any freshly seal coated driveway and notice the nasty tar smell. Now multiply that by 3 full blocks of Elk.

I implore you to please **DO NOT ALLOW A NATIONAL CORPORATION TO PAINT OUR ROAD.** We will live with this for many, many years. If they insist on a blue road, fine. They have the budget and the creativity to do so without using paint. Let them lay carpet, vinyl, plastic or whatever, which can be rolled up and taken with them when they leave town. Do not allow them to alter our roads and force our community to live with this damage for years to come.

Regards,
Rick Murray,
Concerned citizen of Crested Butte

Lynelle Stanford

From: Rodney Due
Sent: Friday, August 22, 2014 2:14 PM
To: Shaun; Lynelle Stanford; rick@murrland.com
Cc: David K. Owen; J Schmidt; Glenn Michel; R Mason; Chris Ladoulis; Aaron Huckstep; Todd Crossett
Subject: RE: Bud Light Road Painting - Very Important Please read

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V/R

Rodney E Due
Director of Public Works
Town of Crested Butte
(970) 349-5338 Ext 114

From: Shaun
Sent: Friday, August 22, 2014 10:51 AM
To: Lynelle Stanford
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Shaun Matuszewicz
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Lynelle Stanford

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To: Lynelle Stanford
Cc: Rodney Due; David K. Owen; J Schmidt; Glenn Michel; R Mason; Chris Ladoulis
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Shaun Matusiewicz
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Regards,
Rick Murray,
Concerned citizen of Crested Butte

Lynelle Stanford

From: Aaron Huckstep
Sent: Thursday, August 21, 2014 5:59 PM
To: Debra Sporcich
Cc: Lynelle Stanford; Todd Crossett
Subject: RE: Budweiser special event

Hi Debbie,

Thank you for your email, I appreciate your providing input on this issue. I am cc'ing Town Clerk Lynelle Stanford on this so your comments become part of the Council's record

Best Regards,

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

From: Debra Sporcich [<mailto:dsporcich1@gmail.com>]
Sent: Thursday, August 21, 2014 5:45 PM
To: Aaron Huckstep
Subject: Budweiser special event

Hi Huck,

I just wanted to let the council know that I am **in favor** of this special event and hope that it will happen. It is so frustrating to hear all of the negative attitude about this event and I would like it put to rest. Let's get this passed!

Debbie Sporcich

Lynelle Stanford

From: Aaron Huckstep
Sent: Thursday, August 21, 2014 6:00 PM
To: Tyler Lucas
Cc: Lynelle Stanford; Todd Crossett
Subject: RE: Bud Light Event

Tyler,

Thank you for your email, I appreciate your providing input on this issue. I am cc'ing Town Clerk Lynelle Stanford on this so your comments become part of the Council's record.

Best Regards,

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

From: Tyler Lucas [<mailto:tyler.lucas@me.com>]
Sent: Thursday, August 21, 2014 4:23 PM
To: Aaron Huckstep; David K. Owen; Shaun; J Schmidt; Chris Ladoullis; R Mason; Glenn Michel
Subject: RE: Bud Light Event

Dear Council,

I just have to weigh in. I have several points, and not a lot of time to articulate in essay form, so I apologize if this sounds disjointed.

First of all, I sympathize with you all in that this is the first time anything like it has ever taken place anywhere, and our major event proposal process probably was not equipped to deal with something of this magnitude. That being said, how could this be handled differently so the general public might have felt like they were in the know? I think an awareness campaign might have alleviated some of the frustration. I realize the dilemma in keeping it secret. Perhaps you could have had more people sign the non-disclosure months ago, so we wouldn't have all these rumors circulating out of control and boiling over. This whole episode is too similar to the issue earlier in the term regarding closed-door talks with US Energy. Transparency...

Secondly, this event sounds like Vinotok meets Arts Fair, but still not as big in numbers as 4th of July. Please approve it, and let's all have fun. Or go hide in the woods. Whatever!

Third, get more money out of Bud Light. \$250,000 is a drop in the bucket for them. They will spend millions to air this commercial for 30 seconds on a major network. Get \$1M out of them. I also recommend spending it on affordable housing, the greatest challenge for our growing community.

Fourth, continue to make sure Bud Light employs locals to do their work. They should look here first for security, bartenders, musicians, operations, and anything else. We should not just be invited to the event. We should be invited to sign up to work it.

Fifth, the town manager sounds like he was high at last night's meeting, and it's kind of embarrassing having someone with a nonchalant attitude and demeanor representing negotiations with a multi-national company.

That kind of presentation in a Chicago, New York City, or St. Louis board room would leave executives laughing, perhaps thinking they can just roll us over.

Sixth, I've got to go to my second job. I appreciate you guys doing your jobs too. Thanks for hearing me out. Go get em!

Tyler Lucas

August 21, 2014

To Town Council Members
Mayor
Town Staff

This note is to tell you all that I Vote Yes to the Town of Crested Butte hosting the "Major Special Event" - Bud Lite Commercial in September. Sounds like fun and I think it will bring some money to town. I own property at 12th & Elk and also live right above the Ice Rink & it's still OK with me to have 36 hours of razzle dazzle. I know that "Bobby" will help me out if I have a conflict/problem. What's one more event after how crazy this summer has been...

Roxie Lupp
349-6287

Lynelle Stanford

From: Aaron Huckstep
Sent: Thursday, August 21, 2014 3:02 PM
To: Ann Mallow
Cc: Lynelle Stanford; Todd Crossett
Subject: RE: Special Event

Hi Ann,

Thank you for your email, I appreciate your providing input on this issue. I am cc'ing Town Clerk Lynelle Stanford on this so your comments become part of the Council's record.

Best Regards,

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

From: Ann Mallow [<mailto:annmallow@gmail.com>]
Sent: Thursday, August 21, 2014 2:05 PM
To: Aaron Huckstep; David K. Owen; Shaun; J Schmidt; Chris Ladoulis; R Mason; Glenn Michel
Subject: Special Event

Weighing in on the controversy surrounding the special event in CB - I am totally FOR the event.

1. It's only 36 hours.
2. It brings money to the town.
3. It is sponsored by a responsible company with prestige and deep-pockets who can "fix" any problem incurred.
4. Why not?
5. It will be exciting to see our town on TV commercials!!!
6. It will be fun.
7. If you don't want to participate, don't come to town during those 36 hours.
8. People seem to be angry because they weren't told about it in advance. That was the criteria set by Budweiser, that secrecy should be maintained or the deal was off. You guys were elected to represent the people. You have no obligation to let the public weigh in on the situation. The people elected you to make those decisions. Can you see a larger town, Grand Junction, for example, asking their citizens if they want an event like this to come there? No!! The council makes the decision and puts the event in the newspaper, if the council decides it will happen. Who do these people think they are that the council should ASK everyone if they want this? So not what town government is.

--

Sincerely,
Ann W. Mallow CPA Inc
a full financial services firm

PO Box 1429

427 Belleview, Suite 105
Crested Butte, CO 81224
(970) 349-6158 Office
(970) 349-5489 Fax
annmallow@gmail.com

Lynelle Stanford

From: Peter Bridges [peterbridges@earthlink.net]
Sent: Thursday, August 21, 2014 12:55 PM
To: Lynelle Stanford
Subject: Fwd: Proposed Event

Begin forwarded message:

From: Peter Bridges <peterbridges@earthlink.net>
Subject: Proposed Event
Date: August 21, 2014 at 9:53:51 AM MDT
To: Huck@crestedbutte-co.gov, davidkowen@crestedbutte-co.gov, shaun@crestedbutte-co.gov,
Jschmidt@crestedbutte-co.gov, cladoulis@crestedbutte-co.gov, Rmason@crestedbutte-co.gov,
GlennMichel@crestedbutte-co.gov
Cc: TMartin@crestedbutte-co.gov, Istanford@crestedbutte-co.gov, tcrossett@crestedbutte-co.gov,
Mark Reaman <mark@crestedbuttenews.com>

Dear Mayor and Members of the Town Council,

Town government has made a serious mistake in negotiating, without consulting property and business owners, a takeover of our town by Anheuser-Busch. The information meeting held at Town Hall on August 20 made it clear that Town officials are pushing for agreement on this takeover after negotiating with the company in secret for many months. This is the antithesis of democratic government. To say that the company insisted on secrecy is to say that Town representatives showed themselves incapable of standing up to a powerful corporation.

For a small sum you are, if you approve this company's proposal, putting the Town at serious risk in two ways.

First, to bring into Crested Butte well over a thousand people for a drinking fest will risk provoking serious disorders and potential damage to both persons and property. And this is true even though we know the Marshals will do their best and, as we understand, a private company will bring in eighty security agents. If there should be disorder—and I hope there will not—the result could be litigation and ill will that seriously damage our town's harmony.

Second, the advertising of this event by Anheuser-Busch may reach tens of millions of people, over what may be a protracted period. Crested Butte may acquire a national reputation as a good town for drinking, and the result may be (a) the influx, over months and years, of a crowd of undesirables, and (b) the decision of many potential visitors to avoid such an unruly place. In other words, for the sake of a quarter-million dollars that the Town does not need, you may do incalculable damage to our future prosperity.

None of this may happen; I hope it will not; but prudent government will not take such a risk, and will deny the license.

Sincerely,

Peter Bridges

Dear Mr. Mayor and Town Council members.

Thank you for all of the work you have hammering out the details of the Bud Light event coming to Crested Butte.

Thank you, Todd for the informational Q&A on Wed evening.

I am in favor of the town hosting the event. It seems that safety issues have been addressed and that the impact will be less than 4th of July, Arts Fair, or even Spring Break crowds.

I hope that you will consider sharing the money paid to go at least in part to the Center For The Arts and not just to Big Mine Park. Or maybe entirely to the Center for The Arts, which services the broadest base of this community and our tourists.

I also wonder if the town council might get to preview the end ads to see if they are appropriate to mention a thank you to Crested Butte in the credits. If the ads are too much of a drinking fest, maybe we don't want mention. However, I trust that the Anheuser Busch company would be responsible in what they promote....fun and zany, but not alcohol in excess. I hope I am not wrong.

Let's use this as a test and a format to address any future movie shoots or ads, or any other events like this that might want to come to our beautiful town. To me Big Air on Elk is terrifying, Vinotok is a let's get loaded and burn things event (I know it did not start out to be like that), the 4th of July parade was compromised when tourists complained that RMBL were naked under the skunk cabbage...we compromised. We also compromised when tourist complained about the water fights and it was all moved to a set location.

USA pro challenge closed major access routes for two days, and closed our streets in town for a short time. I love having them come through here, but the town does not benefit financially.

I also hope that some insight can be gained by way of the charter flights bringing this event to town. There are some people who might contribute to such an idea during the year, to bring more flights into Gunnison by using charter rather than major airlines. Please ask them to share that connection and let's explore the possibility.

The other point is that while this ad campaign may be focused on the younger crowd, that is who we need to sustain the sagging ski industry. We need to have the next generation, as well keep our current basis.

Let's have fun with this!!!

Reggie Masters

Real Estate Broker, 43 year local resident, and employee in an Elk Ave retail business.

Lynelle Stanford

From: Aaron Huckstep
Sent: Thursday, August 21, 2014 1:46 PM
To: Robert W. Maxwell
Cc: Lynelle Stanford; Todd Crossett
Subject: RE: Pro Challenge and Bud Light

Hi Bobby,

Thank you for your comments, I appreciate your input. I am cc'ing Town Clerk Lynelle Stanford here so that your comments become part of Council's record on this issue.

Best Regards,

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

From: Robert W. Maxwell [<mailto:mail@bobbymaxwell.com>]
Sent: Thursday, August 21, 2014 1:23 PM
To: Aaron Huckstep; David K. Owen; Shaun; J Schmidt; Chris Ladoulis; R Mason; Glenn Michel
Subject: Pro Challenge and Bud Light

Huck and Town Council,

Congratulatiuons for another successful USA Pro Challenge coming to CB. So you are aware, the positive publicity for this event stretches far and wide. Here in Minnesota, I had friends and colleagues headed to Colorado to follow the event. Several were excited to see the path coming through CB and sent me comments. This event has been an enormous gain for our town and we are all proud and appreciative of the work you have done to recruit and retain it. Thank you.

Alternatively, I have some comments to voice on the proposed Bud Light weekend:

I think this event is a disaster waiting to happen and completely disagree with it being brought to a vote at the 23rd hour, completely disagree with Crested Butte hosting it at all.

In my opinion, town council and town have very little, if anything, to gain and all to lose. If it goes great, few are going to see any significant returns from sales or services and some will still be critical of the inconveniences it generates. We get a new locker room at the ice rink - big deal. If it goes sour, the town is going to have a black eye and leadership will be running for cover for weeks.

Not long ago, jobs were hard to come by, taxes were down, planes and hotel rooms couldn't be filled - CB was hurting.

Through many folks hard work (including you), we have finally gotten the quality tourism business we need, people are working and not worried about paying the bills, town and resort are turned around and headed in a promising direction. Crested Butte has developed into a real gem on the national scene.

I encourage you not to jeopardize our hard earned gains, our quality reputation, and our wonderfully unique small town with one frat party event like this - no matter how much they are willing to pay.

Bobby Maxwell
405 641 3229

From: "Randi Stroh" <randistroh@earthlink.net>
Subject: Re: Special Event Informational Meeting
Date: August 20, 2014 at 5:38:46 PM MDT
To: "David Ochs" <director@cbchamber.com>

You're doing a great job, Dave, but I think this will not stop the bleeding. The event will probably happen, but should never happen this way again. Randi

From: David Ochs
Sent: Wednesday, August 20, 2014 4:28 PM
To: randistroh@earthlink.net
Subject: Special Event Informational Meeting

Hey folks - sorry last minute, but this is from an 'alert' from the Town of CB regarding a meeting this evening at 5:30.

"Please join us at Town Hall on Wednesday, August 20th from 5:30PM to 7:30PM for an informational and question and answer session regarding the upcoming special event!"

This email was sent on behalf of Crested Butte / Mt. Crested Butte Chamber of Commerce by ChamberMaster, 24400 Smiley RD Ste. 4, Nisswa, MN 56468. To unsubscribe [click here](#). If you have questions or comments concerning this email or ChamberMaster services in general, please contact us by email at support@chambermaster.com.

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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

August 21, 2014

Town Council
Town of Crested Butte
507 Maroon Avenue
Crested Butte, CO 81224

Hand Delivered

Re: September 5 - 7 Special Event

Dear Mayor Huckstep and Members of the Town Council:

As a 43 year resident of Town who has had an office at 215 Elk Avenue since 1976 (only Eric Roemer has had an Elk Avenue business longer), I urge approval of the September 5 - 7 special event.

Although like most people in Town, I am inconvenienced every time that Elk Avenue is closed to motor vehicles, our resort community thrives on bringing people to Crested Butte, and the special event will do just that. We also stand to gain positive publicity from the exposure that a Super Bowl ad would provide.

Having served sixteen years on the board of county commissioners, I appreciate how difficult it can be to approve a project that has strident opposition. But leadership is about doing what's best for the community, even in the face of criticism.

It's not easy to earn a living in our valley. This special event promises, in some small way, to make that effort easier. Please approve it.

Many thanks for your consideration.

Best regards,



David Leinsdorf

DL/lms



Donita's Cantina
PO Box 1149
Crested Butte, CO 81224
970.349.6674

August 20th, 2014

Dear Town Council Members,

I am writing on behalf of Donita's Cantina regarding the upcoming Bud Light Street Festival and Commercial Shoot being scheduled for September 5-7th 2014.

There seems to be a lot of discussion around this event on the streets and in my restaurant. It seems that some folks are harshly judging this event. "Spring Break on Steroids" My dealings with the promoters of the event have been very positive and mature. I for one am in favor of this event and I think it can bring some tourism dollars and exposure to our town. Crested Butte is a tourist town.

Crested Butte hosts many events over the course of the summer and fall. Yes, this one is different. It has a corporate sponsor, Budweiser. If it was PBR I am sure we would have a different feeling. With this event, businesses and municipalities are not asked to invest our money in having them come. I like that it is happening on a historically slow weekend for many businesses. There is some fear mongering going on about how this event will ruin our town. HOW?

Over the years, Vinotok has been a very rowdy, drunken event. I am not opposed to Vinotok. I like Vinotok. I do think this asks the question of why we are not holding Vinotok to the same standards as this Bud Light Festival?

Last week, I sent an email out and found that McGills, The Brick Oven, Lil's, Pitas in Paradise, the Gourmet Noodle and Last Steep are all in favor of this event. Those are the folks that responded. I want the Town Council to represent the Elk Avenue businesses that are in support of this event.

Thanks Kay Peterson-Cook
Heli Mae Peterson
Owners Donita's Cantina

Lynelle Stanford

From: Aaron Huckstep
Sent: Thursday, August 21, 2014 9:11 AM
To: Kirk OBrien
Cc: Lynelle Stanford; Todd Crossett
Subject: RE: Gravity Groms and the special event

Kirk,

Thank you for your letter, I appreciate your providing input on this issue. I am cc'ing Town Clerk Lynelle Stanford on this so your comments become part of the Council's record.

Best Regards,

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

From: Kirk OBrien [<mailto:obrien.kirk@gmail.com>]
Sent: Wednesday, August 20, 2014 4:46 PM
To: Aaron Huckstep; David K. Owen; Shaun; J Schmidt; Chris Ladoulis; R Mason; Glenn Michel
Subject: Gravity Groms and the special event

Dear Mayor and City Councilmen,

I'm trying to reserve judgment and ignore the early hype about the *Whatever, USA* event until more details become available but I'm hearing of potential impacts to the Gravity Groms program which is very important to my family. My son has been a member of the bike team all summer and is excited about the afterschool options this fall which seem to be in jeopardy because of the event. I'm also concerned about impacts to the Groms program having long-term effects if they have to delay their season kick-off or close for an extended period of time.

I know dozens of kids who count on the Gravity programs to help improve their skills and more importantly, to be part of a team and learn what it means to live a life of adventure and passionate pursuit of outdoor activities that our town seems to embrace so well. I'd hate to see any scheduling problems or financial impacts to the Gravity Groms organization because they are such an important part of our community.

Please do all that you can to help minimize the impacts to their programs and to compensate them well for any hardships that are truly unavoidable so they can continue to offer excellent instruction and team building options for all the kids.

Thank you,

-Kirk O'Brien
79 Trent Jones Way

Lynelle Stanford

From: Aaron Huckstep
Sent: Thursday, August 21, 2014 9:12 AM
To: Mary Shannon Baim
Cc: Lynelle Stanford; Todd Crossett
Subject: RE:

Mary,

Thank you for your letter, I appreciate your providing input on this issue. I am cc'ing Town Clerk Lynelle Stanford on this so your comments become part of the Council's record.

Best Regards,

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

From: Mary Shannon Baim [mailto:maryshannon_cb@yahoo.com]
Sent: Wednesday, August 20, 2014 10:46 PM
To: Aaron Huckstep; David K. Owen; Shaun; J Schmidt; Chris Ladoulis; R Mason; Glenn Michel
Subject:

Just wanted to go on record as being fully supportive of the Anhauser-Busch event!

The following letter was sent to the paper, but wanted to enter it as public record for the council members. I attended the question/answer session Wednesday night, and was embarrassed by the conduct of the most vocal objectors. Simultaneously they both accused the town of "selling out" while also displaying greed and a marked inability to listen to the speaker. Everyone who objected did so based on whether their sleep might be interrupted or they weren't getting money for living in town whereas the businesses whose facilities might be rented would. In case it didn't get passed on, when several people spoke of the good-for-business strength of the idea, they were applauded loudly. When someone tried to clap in support of a selfish objection raised, they had exactly two people clap in support. But the "anti's" are always louder than those "for" something, so I wanted to you know this. Why people are so afraid of 1500 visitors is irrational. The meeting however was conducted on the part of the town and council personnel in an informative and professional manner. I wish they received the same respect from the handful of rowdies that they offered to us. I am hardly naive, but I do prefer to see the potential in such an event rather than the problems. And I have absolutely nothing personally to gain from this. One of the sincere but bizarre concerns was what kind of message were we sending the kids of the town by having people come to drink beer. If that was really a concern, I would hope that the mother who spoke up is equally

concerned with the unusually high number of drinking establishments in our tiny town. What follows is my letter to the newspaper to be entered into the public record.

I heard a bit about the special event planned a few weeks ago. I understand the objections regarding the secret process. I don't believe it was meant to keep Buttians in the dark, but to keep the campaign effectively unknown until its intended reveal. That is the nature of an advertising campaign. Me? I wasn't offended, but could have bet money then and there that there would be complaints. I understand that there needs to be knowledge shared. But instead of rearing up on our collective hind legs we might give some thought as to HOW to do so in the future when keeping confidentiality is required. Of interest to note is that one of the arguments for keeping things secret is to avoid a big influx of unexpected people to town. When you plan a dinner party, you like to know how many plates to set out.

I really don't think any single town official fell to their knees, panting and eyes glazed, when money was waved in front of them. On the contrary, I think they made an astute business judgment looking at the financial return compared to what was being "rented" with our local businesses in mind. The Town Council and the Chamber of Commerce both want a thriving economy for a sustainable town and its residents.

I have heard concern that only businesses will benefit and not the ordinary residents. I have heard it said that we would be "selling out." I can't think of a single business on Elk Avenue whose success is not related to the exchange of money. I don't get money back when I eat out at a restaurant. Nor do I expect money from this incoming group unless they happen to want to use my backyard. I am happy to be inconvenienced for a weekend if it helps the businesses I like to frequent year-round stay running in the black and open for my pleasure.

In our town of false-fronted buildings I have no problem with any temporary facades or signs or anything, really, that might be planned or temporarily painted. I have enough faith in our elected officials and business professionals to feel certain that they all want to make sure things are returned in the same or better condition than before. To think that this might not have not been planned for contractually would seem to question the intelligence of the voters who put those people into position.

This could turn out to be a mistake. But when you try something new you can only plan your best for everything and then watch where the chips fall. With that knowledge, you then decide whether it is something you want to do again or skip in the future.

Without a history of trying the unknown, we would all be piled up on the East Coast if we had even made it to the New World at all!

I have lived here for over 20 years. I may not speak as loud or as often as others, but I daresay I love Crested Butte just as much as anyone. Personally I'll feel more comfortable hiking while a couple of thousand people are in town than with a couple thousand hunters in the back-country. And should this venture work well, maybe we will have an

alternative revenue source during future “off-seasons” for location filming. (Disney did it here decades ago and it seemed to work out fine.)

And as for the concern about drunken people wandering up and down Elk Avenue?
We might need to rethink Vinotok!

Sincerely,
Mary Shannon Baim

Lynelle Stanford

From: Aaron Huckstep
Sent: Thursday, August 21, 2014 10:05 AM
To: Woody Sherwood
Cc: Lynelle Stanford; Todd Crossett
Subject: RE: Major Special Events in Crested Butte

Woody,

Thank you for your email, I appreciate your providing input on this issue. I am cc'ing Town Clerk Lynelle Stanford on this so your comments become part of the Council's record.

Best Regards,

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

From: Woody Sherwood [<mailto:woodygls@gmail.com>]
Sent: Thursday, August 21, 2014 9:38 AM
To: Aaron Huckstep; David K. Owen; Shaun; J Schmidt; Chris Ladoulis; R Mason; Glenn Michel
Subject: Major Special Events in Crested Butte

Dear Crested Butte Town Council,

I will be unable to attend the public hearing for the proposed Major Special Event on the 25th. I hereby sending my thoughts on this proposed event.

Please allow me to voice my support of the Major Special Event proposed for Crested Butte next month. This support does not come without some angst about the way that the process has unfolded so far. That said, I feel that you are the elected officials and I understand the need for confidential negotiations and the fact that we do not want to have a huge impact from unintended guests for the event.

I think that we should try one of these Major Special Events, if we do not have one, we will never know and just always assume that since we have never had one that we do not ever want to have one. I would like to see the council and town staff create and place administrative controls of sufficient character to ensure the success of the event and the integrity of the town and area. I am trusting of you to do so and feel you should be held accountable for doing so.

We can learn from this event to find out if we would like to have similar future events and if so what needs to be changed to properly accommodate such events or is it in the best interest of the community and the area not to. If we do not try it once we will never know.

Therefore my support is expressed by this email.

Best of luck with the process,

Woody Sherwood

--

Woody Sherwood
PO Box 601
Crested Butte, CO 81224
970.349.1958
970.596.1750 cell

Lynelle Stanford

From: Aaron Huckstep
Sent: Thursday, August 21, 2014 9:00 AM
To: Heidi Duryea
Cc: Lynelle Stanford; Todd Crossett
Subject: RE: Please don't sell our town!

Hi Heidi,

Thank you for your input, I appreciate it. I am copying Town Clerk Lynelle Stanford on this email so your comments can become part of our record.

Best Regards,

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

From: Heidi Duryea [<mailto:heididuryea@gmail.com>]
Sent: Tuesday, August 19, 2014 10:24 PM
To: Aaron Huckstep; David K. Owen; Shaun; Chris Ladoulis; R Mason; Glenn Michel
Subject: Please don't sell our town!

Dear Mayor & Town Council,

I look forward to learning more about the "special event" at the meeting on Wednesday night.

I hope that you will go into great detail regarding the "Whatever" campaign that Budweiser is promoting.

I hope that you will address why Budweiser is already shipping items to Crested Butte (Confirmed by UPS drivers) if the even has not yet been approved.

I hope that you will share both the pros and cons that you all have considered, and what the negative consequences potentially could have on our town. Just so we will have ALL the facts.

I have spent a lot of time in the local school classrooms, and I'll tell you this; many of the students choose not to focus or follow directions, and their spelling is atrocious. However, they can concentrate like crazy when they are shredding or mountain biking. They also know how to party REALLY well!

What sort of message are we sending our children? We are upset when they party up Brush Creek, and trash the trails? But we are willing to promote our town as a party town with a "Whatever" campaign?

Is anything NOT for sale anymore?

Sincerely,

Heidi Duryea -- Mother of 5

Lynelle Stanford

From: David Ochs [redridgedesign@msn.com]
Sent: Wednesday, August 20, 2014 3:42 PM
To: Lynelle Stanford; Huck Huck Law; Todd Crossett
Subject: Fwd: Events - an opinion

Begin forwarded message:

From: Katie Meyer <jandkmeyercb@gmail.com>
Subject: Events - an opinion
Date: August 20, 2014 at 12:01:20 PM MDT
To: David Ochs <redridgedesign@msn.com>, Aaron Huckstep <huck@hucksteplaw.com>

Guys,

In my mind if we judge all our events (pro cycling, Vinotok, Bud Light) by the same standards, and we should, then from the information I have on the Bud Light event it seems like a great opportunity. Where we live we are always in the front lines of any Elk Avenue event, and that is our sacrifice. We are mainly concerned (and this is the case of any event) with the security of our property, and from what I have heard so far I am satisfied.

I do not know the details of the money part of the deal, but I would like to think that for our sacrifices we would see some tangible benefit/improvement to the town - buying out Oniel's or Hermanson's, or adding rec facilities if that is feasible. But not adding parking with that money, which mostly benefits visitors.

On a final note since I have your attention, I think traffic enforcement has been atrocious. The "promise" the Town makes to us residents is that vehicles will progress at 15 mph, but that's not what I see every day. Local contractors are as bad as visitors. Parking enforcement near intersections is bad as well, decreasing visibility and endangering cyclists, including a lot of children.

Thanks for listening and for all your hard work.

John and Katie Meyer

Lynelle Stanford

From: David Ochs [director@cbchamber.com]
Sent: Monday, August 18, 2014 1:01 PM
To: Huck Huck Law; Lynelle Stanford; Todd Crossett
Subject: Fwd: Chamber of Commerce wants to hear your thoughts - September Event

David Ochs
CB/Mt. CB Chamber of Commerce
director@cbchamber.com

Begin forwarded message:

From: David Leinsdorf <david81224@gmail.com>
Date: August 18, 2014 at 12:52:04 PM MDT
To: David Ochs <director@cbchamber.com>
Subject: Re: Chamber of Commerce wants to hear your thoughts - September Event

David,

I support the Budweiser special event. Although I think it will disrupt, the promotion of the Town is worth it.

David

On Tue, Aug 12, 2014 at 8:16 PM, David Ochs <director@cbchamber.com> wrote:
Hello good people and members of the Crested Butte/Mt. Crested Butte Chamber of Commerce. As most of you must know by now, there is an event planned/proposed for early September that has created a lot of public comment – some consternation, some warm reception.

A lot of rumors are afloat out there, a lot of speculation has taken over in light of several public comments. Many have not had a chance yet to voice their concerns/comments/support. Town Council will convene again on August 25th to hear the public and vote on the event permit application.

There is a good bit of time between now and the 25th. The Chamber of Commerce would like to hear from you, our members in good standing, about concerns or comments you may have regarding this event.

Most important – this is NOT an informational meeting, as details will not be provided regarding the event. That process is qualified through the permitting process and the meeting on the 25th. The goal of our Chamber of Commerce gathering is to provide you, Chamber Members, an opportunity to voice concerns or questions, so that we can, in turn, report to the Town Council.

Members holding public office may indeed be present – they want to hear concerns/comments/support too. Again, the goal of this is to create a forum, for the public, to perhaps vet some concerns before the 25th, dispel some rumors, and create a democratic means of providing information to our Town Council.

Please join us at Maxwell's Steakhouse this Thursday, August 14th, at 5:30 pm, in the back area of the restaurant. Please take the chance to meet Julie and Curtis Higgins, the new owners of Maxwell's, and sit down with your peers to discuss said event. Grab a beverage or order from the menu, and let's get together for community awareness, proactive energy, and a positive approach to our future together in prosperity and well being.

If you are unable to attend but want to comment, please feel free to email me and let me know those concerns.

David Ochs
Crested Butte/Mt. Crested Butte Chamber of Commerce
Visitor Centers in CB, Mt. CB, and Gothic
director@cbchamber.com
www.cbchamber.com
970.349.6438



This email was sent on behalf of Crested Butte / Mt. Crested Butte Chamber of Commerce by ChamberMaster, 24400 Smiley RD Ste. 4, Nisswa, MN 56468. To unsubscribe [click here](#). If you have questions or comments concerning this email or ChamberMaster services in general, please contact our email at support@chambermaster.com.

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--

David Leinsdorf, Attorney
P.O. Box 187 (required for all U.S. Mail)
215 Elk Avenue (required for FedEx, UPS, etc.)
Crested Butte, CO 81224
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www.davidleinsdorf.com

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Lynelle Stanford

From: Aaron Huckstep
Sent: Sunday, August 17, 2014 8:09 PM
To: John Holder
Cc: Lynelle Stanford; Todd Crossett
Subject: RE: Secret Event

Hi John,

Thank you for your letter, I appreciate your input very much. Can you please confirm for me that you have not been contacted by Dano Marshall or anyone else regarding details of the event?

Best Regards,

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

From: John Holder [<mailto:joldercb1@gmail.com>]
Sent: Friday, August 15, 2014 7:33 PM
To: Glenn Michel; Aaron Huckstep; David K. Owen; Shaun; J Schmidt; Chris Ladoulis
Cc: Todd Crossett
Subject: Secret Event

August 15, 2012

To Town Staff, Town Council and Mayor.

Re: Secret event.

Our family has lived and worked in Crested Butte for over Forty years. We strongly feel any significant planned event that will involve the entire town deserves a public hearing in a timely manner before the event. Not allowing any public discussion until a week or so before something like this is unacceptable.

My Buisness at the AWE Gallery will presumably be affected by this event. I have no way of planning my schedule ahead of time nor having any idea how this might impact my business over the weekend on the last busy weekend of the summer season.

Since you have chosen to not share anything with the public I will comment on the rumors and the article in the latest paper. Selling out the town to someone who has no long term interest in our well being, health or community is the definition of Prostitution. I have no interest in prostituting myself, my family or our town in this manner for a quick buck.

I STRONGLY urge or more appropriately IMPLORE you to not allow this to happen in this manner. If you want to discuss having something like this in a timely manner, though the proper channels then we should give them our full consideration in the future. This is how we have always approached an event of this size. A great example of our community working together is the upcoming Pro Challenge Bike Race. For now it is way too late to even think about approving something of this magnitude without a public discussion in a timely manner.

Feel free to contact me to discuss any of this, I will be out of town for the August 25th council meeting and unable to comment at that time.

Sincerely Yours,

John Holder

jolderco@gmail.com

970-417-8353

725 Whiterock

Crested Butte, CO

Lynelle Stanford

From: Aaron Huckstep
Sent: Sunday, August 17, 2014 8:16 PM
To: Gravity Groms Day Camps
Cc: Lynelle Stanford; Todd Crossett
Subject: RE: Gravity Groms after school programs cancelled due to 'big Anheuser Busch event'

Doug and Alexandra,

Thank you for your letter, I appreciate your communication. I am copying Town Clerk Lynelle Stanford on this email so your letter becomes part of the Council's record on this matter.

Best Regards,

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

From: Gravity Groms Day Camps [mailto:gravitygroms@gmail.com]
Sent: Saturday, August 16, 2014 10:00 AM
To: Janna Hansen; Todd Crossett; Aaron Huckstep
Cc: R Mason; David K. Owen; Shaun; J Schmidt; Chris Ladoulis; Glenn Michel
Subject: Gravity Groms after school programs cancelled due to 'big Anheuser Busch event'

Dear Janna, Todd and Huck, (council members copied),

With only 5 business days remaining for families to make after school plans for their children this fall, and our ability to provide the after school program we've worked so hard & so long to build nullified by this 3 week 'big Anheuser Busch event' from 8/25 through 9/12 (possibly 9/9), today we are contacting registered families to let them know our Anti Gravity Airbag Park After School program is cancelled for this fall.

As soon as we received the 'green light' from the Town of CB Building Dept. to open the Anti Gravity Airbag Park to the public we contacted Janna to extend our lease through the end of September, per the plan and agreement we made with Jake Jones. At that time we discussed the 'big Anheuser Busch event' with Janna but were under the impression we were managing around a 3 day special event, as are most if not all special events at Big Mine Ice Arena, not 3 week events. We discussed some of the details of the extension Janna said she'd like to add - something about no permanent alterations to the structure - and we agreed we'd look forward to receiving a draft lease extension through the end of September from her.

By this past Monday, we hadn't received anything from Janna's office so I called her to inquire about the draft lease extension we'd discussed. We were told (only verbally - still haven't received anything in writing) that we **must** vacate Big Mine Ice Arena from 8/25 through 9/12 (possibly 9/9). We discussed this with Mark Reaman at CB News later that day, didn't hear anything from Janna's office on Tuesday, scheduled a meeting with Janna and Bobby Wellos of Mosaic / BBDO / A.B. for Thursday at 3:30, met with Janna and Bobby on-site Thursday from 3-4 wherein Bobby told me his project does not include any budget for our business' losses, met with the Mayor on the phone afterwards on Thursday, and met with the Mayor Friday morning at 10.

Bobby Wellos told us he'd submit a proposal or an RFP to us by Friday morning for use of our apparatus in the 'big Anheuser Busch event' but we haven't yet received anything from his office.

We understand that businesses in CB are being reimbursed for revenues / net profits lost to the 'big Anheuser Busch event' and we're absolutely perplexed as to why & how we were left out of those conversations. Everything about this has been kept 'under wraps' and 'in the dark' and it isn't serving any of us well. In fact, we've been significantly damaged by these management decisions, regardless of Council's decision on Monday 8/25, the day we're being vacated. We can't think of any other business being more profoundly negatively impacted by this proposed event.

While we appreciate the Mayor's attention and kind consideration, we believe the concept of moving the Anti Gravity Airbag Park in to one of the CBCS gymnasiums for 3 weeks to be at best a very long shot with CBCS and the School District.

We've worked extremely hard for the last five years to earn the trust and faith of our customers and stringing them along any further with something as important as after school care of their children while they focus on their hard work in Crested Butte is unfair and plain old bad business.

While we do support an event like this happening in Crested Butte in the hopes of raising awareness about our Valley's ideal destination brand, we couldn't be more disappointed in the way this situation is being managed and the extent to which business owners / community service providers / Town leaseholders like ourselves have been kept out of the loop. We are a local, seasonal, family owned & operated business and we work very, very hard. We write this with heavy hearts. We're frustrated, saddened, sickened, in general disbelief this is happening and we feel profoundly marginalized.

Our only request in the scope of the 'big Anheuser Busch event' is that we are made financially whole and like everyone else in Crested Butte, we come away from the 'big Anheuser Busch event' in the same financial condition we are now.

We are eager to discuss this with you at your earliest convenience.

Sincerely,
Doug and Alexandra Hudson
Its Owners

--

Gravity Groms LLC
www.gravitygroms.com
and on Facebook!

Gravity Groms World Headquarters
*** in the heart of Paradise ***
620 2nd Street - The Nordic Center
PO Box 2147
Crested Butte CO 81224
970 765 6771 (summer only)

Please consider the environment before printing this email.

Lynelle Stanford

From: Aaron Huckstep
Sent: Sunday, August 17, 2014 8:25 PM
To: Gravity Groms Day Camps
Cc: Lynelle Stanford; Todd Crossett
Subject: RE: Gravity Groms after school programs cancelled due to 'big Anheuser Busch event'

Doug,

Again, I'm cc'ing Town Clerk Lynelle Stanford so this becomes part of the Council's record. Thank you.

Best Regards,

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

From: Gravity Groms Day Camps [mailto:gravitygroms@gmail.com]
Sent: Saturday, August 16, 2014 3:07 PM
To: Todd Crossett
Cc: Janna Hansen; Aaron Huckstep; R Mason; David K. Owen; Shaun; J Schmidt; Chris Ladoulis; Glenn Michel
Subject: Re: Gravity Groms after school programs cancelled due to 'big Anheuser Busch event'

Thank you for getting back to us, Todd. I just left a voice mail for you.

The issue at hand is losing access to the facility for the first 3 operating weeks of the after school season: An after school program that begins three weeks after the beginning of school and ends a few weeks later doesn't have much efficacy or attraction to parents as a workable child care option. We could have shut things down for the 3 or 4 days when the 'big Anheuser Busch event' is apparently scheduled for and made it work. Shutting things down for 3 weeks isn't realistic.

Based on the sales we've realized to date and the response to the after school program we've reasonably estimated our gross sales during the 'big Anheuser Busch event' time period to be better than \$40K. Of that we were relying on approx. \$15K in net profits. The amount we're intent to recover is net profits and certainly not gross sales.

I am coaching kids today until 4:30 and am committed to a kid's birthday party from 5 til about 8 this evening. We have an employee appreciation event tomorrow from 5pm to 9pm. Outside those commitments I will make myself available to discuss this with you and appreciate your prompt attention.

Best,
Doug
970 765 6433

On Sat, Aug 16, 2014 at 2:44 PM, Todd Crossett <TCrossett@crestedbutte-co.gov> wrote:

Doug,

I am happy to meet with you and Janna on Monday. I am actually in most of the weekend if you want to talk, but Janna is not.

I spoke with both the Mayor and Janna at length yesterday on this issue. Although we probably can't necessarily solve the issue to your satisfaction, here is what I understand that we have offered by way of solution:

- To extend the lease into October so that you could have the Big Mine Arena for the same amount of time. Mosaic is saying that they can be out by the 9th, so that gives you from the 10th on. I understand that there would be set up time. So, if you started even as late as the following Monday, you could carry out your full program by keeping your access to Big Mine into mid October. We don't regularly allow that as our crews begin set up for ice season in October, but Pete believes he can make that work for you. I understand that it is an inconvenience and potential hardship to start later than competing school and other programs, but as for timing, I think it's the best we can come up with. Since it is covered, it seems to me that weather should not be a problem – though I don't know your business.
- Your storage shed is allowed to stay at Big Mine for your storage needs. If that is not sufficient, I believe we can help you out with storage for that time.
- I know that Bobby has offered to help move your equipment if it helps. We can require that if it is something you would like him to do.
- I understand that Mosaic has offered to you to be part of their event. That is a private deal. We support that. But, for obvious reasons, I am not a proponent of getting the Town in the middle of private business deals. I do believe that Melanie on their team is the lead on contracts.
- I've asked Janna to check at the school to see if they would be willing to dedicate the gym. I think that may be unlikely given their own needs for that space, but we are asking.

Additionally, an idea that came up yesterday afternoon was that you may be able to help us out with offering kid activities on Saturday the 6th. If you haven't been contacted on that, you will be soon. And I would be happy to talk to you about that this weekend. We would have some funding to compensate you.

My understanding from your email and conversations with Huck and Janna is that you would like Mosaic and its client to compensate you for what you would make for your after school program. The number as repeated to me was \$40,000. Is that the correct number? If so, is that truly your profit margin for that 5 week program? I will say, I am very reluctant to begin requiring event applicants to compensate Town businesses for estimated losses. If we do that, we really need to start doing that across the board and billing Vinotok, Pro Challenge, Arts Fest, etc. for any estimated losses relative to those events. Also, this is relevant to a not-yet-agreed-to new lease for a new program. Aside from talking through some non-performance issues in your current contract to come to maybe a more realistic set of expectations that meet both the Towns safety concerns and your logistical realities, Town Staff is generally supportive of you continuing to use the Big Mine facility for your programs. We would like to see you succeed.

I and staff would very much like to find a way to make this all work out for you within the confines of our realistic options. If there are ideas out there that we have not identified, or if such can be identified; I would very much like to explore those. I'm either in the office or around town working most of the weekend and am happy to talk if you want to give me a call: 970 376-1255.

Best regards,

Todd Crossett

Town Manager

Town of Crested Butte, CO

tcrossett@crestedbutte-co.gov

www.townofcrestedbutte.com

(970) 376-1255



From: Gravity Groms Day Camps [<mailto:gravitygroms@gmail.com>]
Sent: Saturday, August 16, 2014 10:00 AM
To: Janna Hansen; Todd Crossett; Aaron Huckstep
Cc: R Mason; David K. Owen; Shaun; J Schmidt; Chris Ladoulis; Glenn Michel
Subject: Gravity Groms after school programs cancelled due to 'big Anheuser Busch event'

Dear Janna, Todd and Huck, (council members copied),

With only 5 business days remaining for families to make after school plans for their children this fall, and our ability to provide the after school program we've worked so hard & so long to build nullified by this 3 week 'big Anheuser Busch event' from 8/25 through 9/12 (possibly 9/9), today we are contacting registered families to let them know our Anti Gravity Airbag Park After School program is cancelled for this fall.

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We've worked extremely hard for the last five years to earn the trust and faith of our customers and stringing them along any further with something as important as after school care of their children while they focus on their hard work in Crested Butte is unfair and plain old bad business.

While we do support an event like this happening in Crested Butte in the hopes of raising awareness about our Valley's ideal destination brand, we couldn't be more disappointed in the way this situation is being managed and the extent to which business owners / community service providers / Town leaseholders like ourselves have been kept out of the loop. We are a local, seasonal, family owned & operated business and we work very, very hard. We write this with heavy hearts. We're frustrated, saddened, sickened, in general disbelief this is happening and we feel profoundly marginalized.

Our only request in the scope of the 'big Anheuser Busch event' is that we are made financially whole and like everyone else in Crested Butte, we come away from the 'big Anheuser Busch event' in the same financial condition we are now.

We are eager to discuss this with you at your earliest convenience.

Sincerely,

Doug and Alexandra Hudson

Its Owners

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Gravity Groms LLC

www.gravitygroms.com

and on Facebook!

Gravity Groms World Headquarters

*** In the heart of Paradise ***

620 2nd Street - The Nordic Center

PO Box 2147

Crested Butte CO 81224

970 765 6771 (summer only)

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Please consider the environment before printing this email.

Lynelle Stanford

From: Aaron J. Huckstep, JD, CPA [huck@hucksteplaw.com]
Sent: Sunday, August 17, 2014 8:56 PM
To: 'craig pauly'
Cc: Lynelle Stanford; Todd Crossett
Subject: RE:

Hi Craig,

Thank you for sharing your comments, I appreciate it. I am copying Town Clerk Lynelle Stanford here so your comments can become part of the record for the Council.

Best Regards,

Aaron J. Huckstep, JD, CPA
("Huck")

www.hucksteplaw.com

P: (970) 349-2009

F: (970) 797-1023

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www.facebook.com/HuckstepLaw

-----Original Message-----

From: craig pauly [mailto:doubletopranch@gmail.com]
Sent: Sunday, August 17, 2014 3:25 PM
To: huck@hucksteplaw.com
Subject:

hi Aaron,
My thoughts on the big ad campaign are as follows : my wife and I have been here for twenty years. During that time we have seen many merchants try mightily only to fail due to weak tourist traffic. Many of these merchants were friends of ours. We have so often heard the saying" oh, we are against this or that because people will come " Isn't that the idea ? Do we not want to have a prosperous economy, one that creates jobs and provides income for those who choose to work ? Our wonderful little community unfortunately, suffers all the "busts" while missing all of the prosperous cycles. I recently read a comment by a local merchant claiming that sales drop nearly fifty percent during a weekend event where Elk avenue is closed. While that may be true, why not take the larger view, that is if the NATION discovers our little community great things will occur ! Therefore, it seems rather obvious that to accept a large sum of money from a major US company that will introduce Crested Butte to the entire nation an absolute "no brainer".

Aaron, feel free to use these comments in whatever manner you choose? craig

Sent from my iPad

Lynelle Stanford

From: David Ochs [director@cbchamber.com]
Sent: Monday, August 18, 2014 8:16 AM
To: Huck Huck Law; Lynelle Stanford; Todd Crossett
Subject: Fwd: Chamber of Commerce wants to hear your thoughts - September Event

David Ochs
Crested Butte/Mt. Crested Butte Chamber of Commerce
Visitor Centers in CB, Mt. CB, and Gothic
director@cbchamber.com
www.cbchamber.com
970.349.6438



Begin forwarded message:

From: "Nancy Klifman, M.A." <nklifman@gmail.com>
Subject: Re: Chamber of Commerce wants to hear your thoughts - September Event
Date: August 17, 2014 at 8:43:09 AM MDT
To: David Ochs <director@cbchamber.com>

Hi David,

I have some insight on the proposed event in September and we would be foolish to not take advantage of the opportunity for the town to have further great exposure this year...

N

On Tue, Aug 12, 2014 at 8:16 PM, David Ochs <director@cbchamber.com> wrote:
Hello good people and members of the Crested Butte/Mt. Crested Butte Chamber of Commerce. As most of you must know by now, there is an event planned/proposed for early September that has created a lot of public comment – some consternation, some warm reception.

A lot of rumors are afloat out there, a lot of speculation has taken over in light of several public comments. Many have not had a chance yet to voice their concerns/comments/support. Town Council will convene again on August 25th to hear the public and vote on the event permit application.

There is a good bit of time between now and the 25th. The Chamber of Commerce would like to hear from you, our members in good standing, about concerns or comments you may have regarding this event.

Most important – this is NOT an informational meeting, as details will not be provided regarding the event. That process is qualified through the permitting process and the meeting on the 25th. The goal of our Chamber of Commerce gathering is to provide you, Chamber Members, an opportunity to voice concerns or questions, so that we can, in turn, report to the Town Council.

Members holding public office may indeed be present – they want to hear concerns/comments/support too. Again, the goal of this is to create a forum, for the public, to perhaps vet some concerns before the 25th, dispel some rumors, and create a democratic means of providing information to our Town Council.

Please join us at Maxwell's Steakhouse this Thursday, August 14th, at 5:30 pm, in the back area of the restaurant. Please take the chance to meet Julie and Curtis Higgins, the new owners of Maxwell's, and sit down with your peers to discuss said event. Grab a beverage or order from the menu, and let's get together for community awareness, proactive energy, and a positive approach to our future together in prosperity and well being.

If you are unable to attend but want to comment, please feel free to email me and let me know those concerns.

David Ochs
Crested Butte/Mt. Crested Butte Chamber of Commerce
Visitor Centers in CB, Mt. CB, and Gothic
director@cbchamber.com
www.cbchamber.com
970.349.6438



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Nancy Gex Klifman, MA Spiritual Psychology
www.nurturingmindbodyandsoul.com
(970) 596-2031
www.redmtnlog.com
www.mountiantimechairs.com

Lynelle Stanford

From: David Ochs [director@cbchamber.com]
Sent: Monday, August 18, 2014 8:17 AM
To: Huck Huck Law; Lynelle Stanford; Todd Crossett
Subject: Fwd: Chamber of Commerce wants to hear your thoughts - September Event

David Ochs
Crested Butte/Mt. Crested Butte Chamber of Commerce
Visitor Centers in CB, Mt. CB, and Gothic
director@cbchamber.com
www.cbchamber.com
970.349.6438



Begin forwarded message:

From: Allison Drucker <ali@firstascentcoffee.com>
Subject: Re: Chamber of Commerce wants to hear your thoughts - September Event
Date: August 17, 2014 at 3:09:29 PM MDT
To: David Ochs <director@cbchamber.com>, Chris Sullivan <bread@mountainoven.com>, Mark Drucker <mark@firstascentcoffee.com>

Dave,

I would appreciate it if access to The Guild at 21 Elk was not blocked for this event. We were very disappointed in how the Arts Fest put a huge tent at 1st that made it nearly impossible to go to The Guild for the whole weekend. We do not want 2nd and Elk to become a "dead end" with no through access.

Dan Marshall told me that there would be a music stage at 2nd, and support vehicles (buses) on Elk from 1st to 2nd. We know we are kind of an outpost location on the zero block of Elk, but consideration for our business on a potentially busy weekend would be appreciated.

Thanks,

Ali

On Tue, Aug 12, 2014 at 8:16 PM, David Ochs <director@cbchamber.com> wrote:
Hello good people and members of the Crested Butte/Mt. Crested Butte Chamber of Commerce. As most of you must know by now, there is an event planned/proposed for early September that has created a lot of public comment – some consternation, some warm reception.

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David Ochs
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Allison Drucker
Crested Butte Coffee Roasters, LLC
First Ascent Coffee Roasters

Lynelle Stanford

From: Aaron Huckstep
Sent: Friday, August 15, 2014 1:19 PM
To: Lynelle Stanford
Cc: Todd Crossett
Subject: Email from Rob Vandervoort re: September Event

Lynelle, I received the following message via Facebook from Rob Vandervoort regarding the proposed September special event. Please include this in Council's packets for the 25th:

I don't have a lot of time to make my voice heard. Things are happening quickly, and decisions have probably already been made. However, I need to express myself. I have written a letter that I will be submitting to the paper next week. (Not soon enough apparently.) I will be at the upcoming meeting too. Please don't pimp out my hometown! Had this dealing been carried out with transparency it probably would not be a big deal. The secrecy behind it is offensive, especially considering that you are an elected public official.

Best Regards,

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

Lynelle Stanford

From: Aaron J. Huckstep, JD, CPA [huck@hucksteplaw.com]
Sent: Thursday, August 14, 2014 4:33 PM
To: 'Bill Coburn'
Cc: Lynelle Stanford; Todd Crossett
Subject: RE: Event - Sounds Great!

Thanks Bill, I appreciate your input regarding the meeting tonight and on the 25th. I am copying Town Clerk Lynelle Stanford so that your comments become part of our record.

Best Regards,

Aaron J. Huckstep, JD, CPA
("Huck")

www.hucksteplaw.com

P: (970) 349-2009

F: (970) 797-1023

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From: Bill Coburn [mailto:BCoburn@coburnpartners.com]
Sent: Thursday, August 14, 2014 12:02 PM
To: Arron Huckstep (huck@hucksteplaw.com)
Subject: Event - Sounds Great!

I heard there is a meeting at Maxwells after work. I will not be able to attend, but I am 100% in favor of the special Bud Light event. It will be fun, interesting, etc.....I hope you guys can keep this thing alive.
Bill Coburn

BILL COBURN
PRESIDENT

COBURN

970-349-1366
970-209-1405 cell
232 Elk Ave.
PO Box 901
Crested Butte, CO 81224

coburnpartners.com

Lynelle Stanford

From: David Ochs [director@cbchamber.com]
Sent: Friday, August 15, 2014 9:22 AM
To: Todd Crossett; Lynelle Stanford; Huck Huck Law
Subject: Fwd: Special Entertainment District this coming Tuesday at 7pm

David Ochs
Crested Butte/Mt. Crested Butte Chamber of Commerce
Visitor Centers in CB, Mt. CB, and Gothic
director@cbchamber.com
www.cbchamber.com
970.349.6438



Begin forwarded message:

From: Dana <danarose14@yahoo.com>
Subject: Re: Special Entertainment District this coming Tuesday at 7pm
Date: August 15, 2014 at 9:12:33 AM MDT
To: Dan <loftus_dan@hotmail.com>
Cc: Karen Hoskin - Montanya Distillers <info@montanyadistillers.com>, "marchitelli@msn.com" <marchitelli@msn.com>, Kay Cook <mtnbhof@yahoo.com>, Dan Marshall <daniel@cbchamber.com>, Kochevars crestedbutte <kochevars@gmail.com>, "kevin@thelaststeep.com" <kevin@thelaststeep.com>, Spencer Hestwood <s_hestwood@hotmail.com>, Frank Stichter <frank.stichter@imacorp.com>, Drew Stichter <pitasinparadise@gmail.com>, Peter Maxwell <maxwellcycling@yahoo.com>, Chris Ladoulis <chris@djingos.us>, Jamie Timmons <mcgillsatcb@yahoo.com>, "dave@coalcreekgrill.com" <dave@coalcreekgrill.com>, Donitas Cantina <donitas@crestedbutte.net>, kevin hartigan <kkh33bpeasful@gmail.com>, Robin Joy Yost <robinjoyyost@gmail.com>, Drew Stichter <drew.stichter@gmail.com>, "thesecretstash@yahoo.com" <thesecretstash@yahoo.com>, "pwrhouse@rmi.net" <pwrhouse@rmi.net>, "davinsjoberg@hotmail.com" <davinsjoberg@hotmail.com>, Kyleena Falzone <kyleenacb@gmail.com>, David Ochs <director@cbchamber.com>, Todd Crossett <tcrossett@crestedbutte-co.gov>

Lils is in favor!!

Sent from my iPhone

On Aug 15, 2014, at 8:54 AM, Dan <loftus_dan@hotmail.com> wrote:

I am in favor of the event and the special entertainment district. dan loftus

Subject: Re: Special Entertainment District this coming Tuesday at 7pm
From: info@montanyadistillers.com
Date: Thu, 14 Aug 2014 21:17:43 -0600
CC: mtnbhof@yahoo.com; daniel@cbchamber.com; kochevars@gmail.com; kevin@thelaststeep.com; s_hestwood@hotmail.com; frank.stichter@imacorp.com; pitasinparadise@gmail.com; maxwellcycling@yahoo.com; chris@djingos.us; danarose14@yahoo.com; mcgillsatcb@yahoo.com; loftus_dan@hotmail.com; dave@coalcreekgrill.com; donitas@crestedbutte.net; kkh33bpeasful@gmail.com; robinjoyyost@gmail.com; drew.stichter@gmail.com; thesecretstash@yahoo.com; pwrhouse@rmi.net; davinsjoberg@hotmail.com; kyleenacb@gmail.com; director@cbchamber.com; TCro

ssett@crestedbutte-co.gov
To: marchitelli@msn.com

Hello all.

Montanya Distillers will be closed Sept 5-7 at the request of the special event. So we will not be participating in the special entertainment district. If it continues to exist afterward, we are willing to consider joining.

Best of luck all and have fun!

Karen

On Aug 14, 2014, at 1:37 PM, marchitelli@msn.com <marchitelli@msn.com> wrote:

NOODLE OWNER AND STAFF LOVE IT!!!!

Sent from my HTC One™ X, an AT&T 4G LTE smartphone

----- Reply message -----

From: "Kay Peterson-Cook" <mtnbhof@yahoo.com>
To: "Dan Marshall" <daniel@cbchamber.com>, "Kochevars crestedbutte" <kochevars@gmail.com>, "kevin@thelaststeep.com" <kevin@thelaststeep.com>, "Spencer Hestwood" <s_hestwood@hotmail.com>, "Frank Stichter" <frank.stichter@imacorp.com>, "Drew Stichter" <pitasinparadise@gmail.com>, "Peter Maxwell" <maxwellcycling@yahoo.com>, "Karen Hoskin" <info@montanyadistillers.com>, "Chris Ladoulis" <chris@djangos.us>, "Dana" <danarose14@yahoo.com>, "Jamie Timmons" <mcgillsatcb@yahoo.com>, "Dan Loftus" <loftus_dan@hotmail.com>, "dave@coalcreekgrill.com" <dave@coalcreekgrill.com>, "Donitas Cantina" <donitas@crestedbutte.net>, "marchitelli@msn.com" <marchitelli@msn.com>, "kevin hartigan" <kkh33bpeasful@gmail.com>, "Robin Joy Yost" <robinjoyyost@gmail.com>, "Drew Stichter" <drew.stichter@gmail.com>, "thesecretstash@yahoo.com" <thesecretstash@yahoo.com>
<thesecretstash@yahoo.com>, "pwrhouse@rmi.net" <pwrhouse@rmi.net>, "davinsjoberg@hotmail.com" <davinsjoberg@hotmail.com>, "Kyleena Falzone" <kyleenacb@gmail.com>, "David Ochs" <director@cbchamber.com>, "Todd Crossett" <TCrossett@crestedbutte-co.gov>
Subject: Special Entertainment District this coming Tuesday at 7pm
Date: Thu, Aug 14, 2014 1:16 PM

Hi Al, Sounds like if businesses are in favor of this event we need to let the Town Council members know. I will write a letter and send it to all the TC folks...Kay Peterson-Cook, Donita's Cantina

From: Dan Marshall <daniel@cbchamber.com>
To: Kochevars crestedbutte <kochevars@gmail.com>; "kevin@thelaststeep.com" <kevin@thelaststeep.com>; Spencer Hestwood <s_hestwood@hotmail.com>; Frank Stichter <frank.stichter@imacorp.com>; Drew Stichter <pitasinparadise@gmail.com>; Peter Maxwell <maxwellcycling@yahoo.com>; Karen Hoskin <info@montanyadistillers.com>; Chris Ladoulis <chris@djangos.us>; Dana <danarose14@yahoo.com>; Jamie Timmons <mcgillsatcb@yahoo.com>; Dan Loftus <loftus_dan@hotmail.com>; "dave@coalcreekgrill.com" <dave@coalcreekgrill.com>; Donitas Cantina <donitas@crestedbutte.net>; Kay Peterson-Cook <mtnbhof@yahoo.com>; "marchitelli@msn.com" <marchitelli@msn.com>; kevin hartigan <kkh33bpeasful@gmail.com>; Robin Joy Yost <robinjoyyost@gmail.com>; Drew Stichter <drew.stichter@gmail.com>; "thesecretstash@yahoo.com" <thesecretstash@yahoo.com>; "pwrhouse@rmi.net" <pwrhouse@rmi.net>; "davinsjoberg@hotmail.com" <davinsjoberg@hotmail.com>; Kyleena Falzone <kyleenacb@gmail.com>; David Ochs <director@cbchamber.com>; Todd Crossett <TCrossett@crestedbutte-co.gov>
Sent: Tuesday, August 5, 2014 2:22 PM
Subject: Special Entertainment District this coming Tuesday at 7pm

Special Entertainment District will be discussed tonight Tuesday at 7pm in CB Town Council Chambers..

I encourage as many as possible to please make an effort to show up in support of this effort. I understand that staffing (lack of) may cause you to not able to make it. If you unable to make

please contact a council member to express your support of the creation of this new district. This approach will be beneficial for sure. I have also attached a draft of a letter that you may personalize and send off to councilmen if needed.

My new cell number is (970) 404-0056 - don't hesitate to reach out and let me know if you reached out to council and/or are able to make it tonight.

Attached is our agenda and a couple of other docs.

Thanks so much for your help!

Best,

Dano

Home Phone Cell Phone P.O. Box E-Mail Date Elected Term Expires

Aaron Huckstep
MAYOR Office

349-2009
596-3304

2985
Huck@crestedbutte-co.gov
11/13
11/15

David Owen
349-1052

69
Davidkowen@crestedbutte-co.gov
11/11
11/15

Shaun Matuszewicz

(970) 703-3366
2773
Shaun@crestedbutte-co.gov
11/11
11/15

Jim Schmidt

349-
7356

209-1601
755
Jschmidt@crestedbutte-co.gov

11/13
11/17

Chris Ladoulis

970-765-8865

2824
cladoulis@crestedbutte-co.gov
11/13
11/17

Roland Mason

349-6885

209-7548

2465

Rmason@crestedbutte-co.gov

11/13

11/17

Glenn Michel

349-1151

3241

GlennMichel@crestedbutte-co.gov

11/11

11/15

Daniel Marshall

Special Project Manager

Town of Crested Butte

Town of Mt.. Crested Butte

[p] (970) 349-6438

[c] (970) 404-0056

P.O. Box 1923

Crested Butte, Colorado

81224 U.S.A.

Lynelle Stanford

From: David Ochs [director@cbchamber.com]
Sent: Friday, August 15, 2014 9:09 AM
To: Huck Huck Law; Lynelle Stanford; Todd Crossett
Subject: Fwd: Chamber of Commerce wants to hear your thoughts - September Event

David Ochs
Crested Butte/Mt. Crested Butte Chamber of Commerce
Visitor Centers in CB, Mt. CB, and Gothic
director@cbchamber.com
www.cbchamber.com
970.349.6438



Begin forwarded message:

From: Mike Nolan <info@elkmountainlodge.net>
Subject: Re: Chamber of Commerce wants to hear your thoughts - September Event
Date: August 12, 2014 at 8:50:51 PM MDT
To: David Ochs <director@cbchamber.com>

WTF- People don't want local businesses to succeed? The lodge is booked for 5 days solid, full price, on a weekend that is normally the first slower weekend. Perfect group if you ask me. They come and spend lots of money and leave. People are trying to run businesses here. NIMBY second home owners forget we only have 6 months a year to make real money..WTF

From: David Ochs <director@cbchamber.com>
Date: Tuesday, August 12, 2014 at 8:16 PM
To: <info@elkmountainlodge.net>
Subject: Chamber of Commerce wants to hear your thoughts - September Event

Hello good people and members of the Crested Butte/Mt. Crested Butte Chamber of Commerce. As most of you must know by now, there is an event planned/proposed for early September that has created a lot of public comment – some consternation, some warm reception.

A lot of rumors are afloat out there, a lot of speculation has taken over in light of several public comments. Many have not had a chance yet to voice their concerns/comments/support. Town Council will convene again on August 25th to hear the public and vote on the event permit application.

There is a good bit of time between now and the 25th. The Chamber of Commerce would like to hear from you, our members in good standing, about concerns or comments you may have regarding this event.

Most important – this is NOT an informational meeting, as details will not be provided regarding the event. That process is qualified through the permitting process and the meeting on the 25th. The goal of our Chamber of Commerce gathering is to provide you, Chamber Members, an opportunity to voice concerns or questions, so that we can, in turn, report to the Town Council.

Members holding public office may indeed be present – they want to hear concerns/comments/support too. Again, the goal of this is to create a forum, for the public, to perhaps vet some concerns before the 25th, dispel some rumors, and create a democratic means of providing information to our Town Council.

Please join us at Maxwell's Steakhouse this Thursday, August 14th, at 5:30 pm, in the back area of the restaurant. Please take the chance to meet Julie and Curtis Higgins, the new owners of Maxwell's, and sit down with your peers to discuss said event. Grab a beverage or order from the menu, and let's get together for community awareness, proactive energy, and a positive approach to our future together in prosperity and well being.

If you are unable to attend but want to comment, please feel free to email me and let me know those concerns.

David Ochs
Crested Butte/Mt. Crested Butte Chamber of Commerce
Visitor Centers in CB, Mt. CB, and Gothic
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This email was sent on behalf of Crested Butte / Mt. Crested Butte Chamber of Commerce by ChamberMaster, 24400 Smiley RD Ste. 4, Nisswa, MN 56468. To unsubscribe [click here](#). If you have questions or comments concerning this email or ChamberMaster services in general, please contact us by email at support@chambermaster.com.

ChamberMaster is a registered trademark of MicroNet Incorporated.

Lynelle Stanford

From: David Ochs [director@cbchamber.com]
Sent: Friday, August 15, 2014 8:49 AM
To: Huck Huck Law; Todd Crossett; Lynelle Stanford
Subject: Fwd: Chamber of Commerce wants to hear your thoughts - September Event

David Ochs
Crested Butte/Mt. Crested Butte Chamber of Commerce
Visitor Centers in CB, Mt. CB, and Gothic
director@cbchamber.com
www.cbchamber.com
970.349.6438



Begin forwarded message:

From: Randi Stroh <randistroh@earthlink.net>
Subject: Re: Chamber of Commerce wants to hear your thoughts - September Event
Date: August 14, 2014 at 11:40:58 AM MDT
To: David Ochs <director@cbchamber.com>

Dave, I cannot attend tonight, but I think this outreach and opportunity is a good thing, so thank you.

I have read what's in the paper, heard buzz on the street and amongst my friends, heard various rumors and what someone told me are "the facts" about what this is - a Super Bowl commercial for Budweiser.

I have no idea what it really is, but my main concern now is the secrecy and lack of public process before the night of the Council vote. That's bad and disturbing precedent. We should have some basic facts and the time to comment on them ahead of a vote on what is billed as a big impact event in public space.

If we are to "sacrifice" access or time on the street, for instance, what is the public benefit that would justify that? Like, how much money is involved here? Paid to Town? How would Town use that money? I am assuming there is money involved, but again, we have no confirmed facts that I am aware of.

I have had several conversations recently with people who are concerned that there's some oversell of CB happening. Too big, too much, too fast.

This secret proposal is pushing the envelope in that way. I hope the Council will find a way to open this up and slow it down before voting.

Best, Randi Stroh

Sent from my iPhone

On Aug 12, 2014, at 8:16 PM, David Ochs <director@cbchamber.com> wrote:

Hello good people and members of the Crested Butte/Mt. Crested Butte Chamber of Commerce. As most of you must know by now, there is an event planned/proposed for early September that has created a lot of public comment – some consternation, some warm reception.

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If you are unable to attend but want to comment, please feel free to email me and let me know those concerns.

David Ochs
Crested Butte/Mt. Crested Butte Chamber of Commerce
Visitor Centers in CB, Mt. CB, and Gothic
director@cbchamber.com
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970.349.6438



This email was sent on behalf of Crested Butte / Mt. Crested Butte Chamber of Commerce by ChamberMaster, 24400 Smiley RD Ste. 4, Nisswa, MN 56468. To unsubscribe [click here](#). If you have questions or comments concerning this email or ChamberMaster services in general, please contact us by email at support@chambermaster.com.

ChamberMaster is a registered trademark of MicroNet Incorporated.

Lynelle Stanford

From: David Ochs [director@cbchamber.com]
Sent: Friday, August 15, 2014 8:49 AM
To: Huck Huck Law; Lynelle Stanford; Todd Crossett
Subject: Fwd: September Event

David Ochs
Crested Butte/Mt. Crested Butte Chamber of Commerce
Visitor Centers in CB, Mt. CB, and Gothic
director@cbchamber.com
www.cbchamber.com
970.349.6438



Begin forwarded message:

From: "CB True Value" <crestedbutte@truevalue.net>
Subject: September Event
Date: August 14, 2014 at 12:23:44 PM MDT
To: "David Ochs" <director@cbchamber.com>

David,

We aren't going to be able to make the meeting tonight about the event coming to town, but I just wanted to let you know that we at True Value are in support of it.

It could be a great thing for this town, it will be fun and interesting and I do think that it will be beneficial for local businesses. We have been contacted by the production company to start an account for them, and I'm sure they will be buying a lot while they're here. And I'm sure we will be seeing business from the participants as well.

So one vote from a local business here!

Thanks,
Trent Sweitzer
Crested Butte True Value
970-497-6628

Lynelle Stanford

From: Aaron J. Huckstep, JD, CPA [huck@hucksteplaw.com]
Sent: Thursday, August 14, 2014 5:06 PM
To: Lynelle Stanford
Cc: Todd Crossett
Subject: FW:

Lynelle,

The text below is copied from a text message I received from Monica Mesa, the owner of Yoga for the Peaceful, today. I am sending it to you to include in the Council's packets for the 25th. Thank you.

Best Regards,

Aaron J. Huckstep, JD, CPA
("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

-----Original Message-----

From: Aaron J. Huckstep, JD, CPA [mailto:huck@hucksteplaw.com]
Sent: Thursday, August 14, 2014 11:16 AM
To: CPA Aaron J. Huckstep JD
Subject:

Huck, I am sorry, I know you have a lot going on right now, and i totally support anything regarding the bike race, but I need to tell you I am totally opposed to everything about the beer thing. It's sleazy, tacky, not in our best interests, and a total sellout. As an elk ave business, quite frankly I am extremely dissapointed that no one has mentioned this to me and I am still only in the know with rumors and what's in the paper. I really hope you can back out of this ridiculous offer and have faith the money and noteriety for our town will come in other ways. Thank you!

I'm intergoogling this, please excuse any typo's!

Lynelle Stanford

From: David Ochs [director@cbchamber.com]
Sent: Thursday, August 14, 2014 8:44 AM
To: Lynelle Stanford; Todd Crossett; Huck Huck Law
Subject: Fwd: Budweiser

David Ochs
Crested Butte/Mt. Crested Butte Chamber of Commerce
Visitor Centers in CB, Mt. CB, and Gothic
director@cbchamber.com
www.cbchamber.com
970.349.6438



Begin forwarded message:

From: Mike Nolan <info@elkmountainlodge.net>
Subject: Budweiser
Date: August 13, 2014 at 10:42:49 PM MDT
To: David Ochs <director@cbchamber.com>

Another very good point is that budweiser has a long history in CB. They have been a sponsor of CBMR for many years. It's not like some mega corporate Monsanto is coming to replace wildflowers with GMO and staying forever..

Lynelle Stanford

From: David Ochs [director@cbchamber.com]
Sent: Thursday, August 14, 2014 10:15 AM
To: Huck Huck Law; Lynelle Stanford; Todd Crossett
Subject: Fwd: Chamber of Commerce wants to hear your thoughts - September Event

David Ochs
Crested Butte/Mt. Crested Butte Chamber of Commerce
Visitor Centers in CB, Mt. CB, and Gothic
director@cbchamber.com
www.cbchamber.com
970.349.6438



Begin forwarded message:

From: Jen Hartman <jen@sunlitarchitecture.net>
Subject: RE: Chamber of Commerce wants to hear your thoughts - September Event
Date: August 14, 2014 at 9:53:45 AM MDT
To: David Ochs <director@cbchamber.com>
Cc: Gary Hartman <gary@sunlitarchitecture.net>

David,
I'll try to be there tonight, but if not, I think it is a fantastic opportunity for the town! My husband, Gary, and I are in full favor of the event and hope to be a part of making some history here in our little Town!!! We can't wait to have our daughter join us for the festivities as well!!
Events like the Art Festival, the Pro Challenge and other festivals that close Elk to cars but encourage citizens of all types...locals, visitors and part-timers...to get out of their cars, interact and have some great fun are a blessing in our eyes.
From a business perspective, ours relies on the discretionary funds of folks investing in this area. The more folks who have means, who learn about our area, the better!!
Thanks for involving the local business community in this decision!
-Jennifer, Gary & Anna Hartman
Sunlit Architecture

From: David Ochs [<mailto:director@cbchamber.com>]
Sent: Tuesday, August 12, 2014 8:17 PM
To: Jen Hartman
Subject: Chamber of Commerce wants to hear your thoughts - September Event

Hello good people and members of the Crested Butte/Mt. Crested Butte Chamber of Commerce. As most of you must know by now, there is an event planned/proposed for early September that has created a lot of public comment – some consternation, some warm reception.

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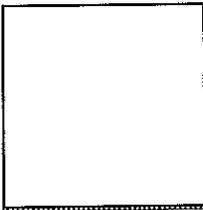
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If you are unable to attend but want to comment, please feel free to email me and let me know those concerns.

David Ochs
Crested Butte/Mt. Crested Butte Chamber of Commerce
Visitor Centers in CB, Mt. CB, and Gothic
director@cbchamber.com
www.cbchamber.com
970.349.6438



This email was sent on behalf of Crested Butte / Mt. Crested Butte Chamber of Commerce by ChamberMaster, 24400 Smiley RD Ste. 4, Nisswa, MN 56468. To unsubscribe [click here](#). If you have questions or comments concerning this email or ChamberMaster services in general, please contact us by email at support@chambermaster.com.

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Lynelle Stanford

From: Aaron Huckstep
Sent: Thursday, August 14, 2014 10:40 AM
To: Ericgowan@gmail.com
Cc: Lynelle Stanford; Todd Crossett
Subject: RE: The big bud light event

Hi Eric,

Thank you for your email, I appreciate your input. I am copying Town Clerk Lynelle Stanford so that your comments become part of the Council's record on this matter.

Best Regards,

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

-----Original Message-----

From: Ericgowan@gmail.com [mailto:ericgowan@gmail.com]
Sent: Wednesday, August 13, 2014 11:16 PM
To: Aaron Huckstep; R Mason; Shaun; David K. Owen; Chris Ladoulis; Glenn Michel
Subject: The big bud light event

Dear Town Council,

I am writing to express my support of the potential event and ad campaign being planned in early September. I can't wait for all the people, cash and music it will bring to the area.

Thanks for the ears.

Sincerely,

Eric Gowan
222 Sopris Ave

Lynelle Stanford

From: David Ochs [director@cbchamber.com]
Sent: Wednesday, August 13, 2014 5:15 PM
To: Lynelle Stanford; Huck Huck Law; Todd Crossett
Subject: Fwd: Bud Light event

David Ochs
CB/Mt. CB Chamber of Commerce
director@cbchamber.com

Begin forwarded message:

From: Laura Silva <highmtdjs@hotmail.com>
Date: August 13, 2014 at 5:13:17 PM MDT
To: "director@cbchamber.com" <director@cbchamber.com>
Subject: Bud Light event

Dave, I'm all for this event and anything it brings. September through November although they have gotten better over the years are still very challenging for the business owners who depend on money from visitors and tourists who come from out of town. It is 3 days and many many dollars for this town and it's businesses. Since I am unable to attend any meetings I just wanted to voice my opinion to Bring It! Whatever happens it would all be over in about a week. It's worth it.

Laura Silva
970-209-3926
Have a beautiful day!!

Lynelle Stanford

From: David Ochs [director@cbchamber.com]
Sent: Wednesday, August 13, 2014 4:11 PM
To: Huck Huck Law; Todd Crossett; Lynelle Stanford
Subject: Fwd: Chamber of Commerce wants to hear your thoughts - September Event

David Ochs
Crested Butte/Mt. Crested Butte Chamber of Commerce
Visitor Centers in CB, Mt. CB, and Gothic
director@cbchamber.com
www.cbchamber.com
970.349.6438



Begin forwarded message:

From: "Debra Reich" <dreich@marmot.org>
Subject: Re: Chamber of Commerce wants to hear your thoughts - September Event
Date: August 13, 2014 at 3:49:03 PM MDT
To: David Ochs <director@cbchamber.com>

Ok, I want to know only two things:

1. Are the Clydesdale horses coming?
2. What is the "big band" that will play over the weekend and will us locals be able to purchase tickets and get to go???? If we don't now that would get me a little ticked.

Take care and thanks for keeping us on track and helping to plan this crazy event!!!

Debra Reich

Librarian

Gunnison County Library District

Old Rock Library

PO Box 489

Crested Butte, CO 81224

970.349.6535

Lynelle Stanford

From: Aaron Huckstep
Sent: Wednesday, August 13, 2014 11:02 AM
To: Erika Vohman; Todd Crossett
Cc: Lynelle Stanford
Subject: RE: special event

Thanks Erica, I appreciate your input. I am cc'ing Lynelle Stanford (Town Clerk) so your comments are included in the Council's packet for the 25th.

Best Regards,

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

From: Erika Vohman [<mailto:mayanut@gmail.com>]
Sent: Wednesday, August 13, 2014 8:51 AM
To: Aaron Huckstep; Todd Crossett
Subject: special event

Hi guys, i wont be here for the meeting on the 25th but i wanted to make my opinion heard, i am staunchly against the Bud Light event and special event permit. I feel we already have enough emphasis on drinking in our town, its a big problem for a lot of people and we should work toward creating healthy and fun alcohol-free events in our town where youth are welcome and where alcohol consumption isnt the focal point. I like to have adult beverages myself, dont get me wrong, but I feel this event is a stupid waste of resources and money and will attract the WRONG PEOPLE AND THE WRONG ATTENTION to our lovely town. Its okay to say no, we are already popular enough with tourists and we already have an excellent national image as the "Greatest Ski Town in America" so why soil ourselves with Bud Light? let's hold out for something better, with more cachet and a higher income bracket of people. Or better yet, lets be grateful for what we have and not wish for more attention/money/etc. I feel we should proceed with caution as we cannot foresee the unintended consequences of this event.

Thank you for sharing this with the council.

Erika

Erika Vohman
Executive Director, Maya Nut Institute
"Finding balance between people, food and forests"
www.MayaNutInstitute.org
skype: erikavohman
tel: +1 (970) 275-4065

Sign up for our Newsletter by clicking [here!](#)

Lynelle Stanford

From: Chris Ladoulis
Sent: Tuesday, August 12, 2014 10:55 AM
To: Aaron Huckstep; Roland Mason; Shaun; Glenn Michel; David K. Owen; J Schmidt
Cc: John Belkin; Lynelle Stanford
Subject: Fwd: special event in sept

I am sharing this note, in case you did not all receive comments from Eric. I encouraged him to attend the meeting on 8/25. There appears to be a growing idea in the public's view that the proposed production is or could become an event/party/bash to which the public may or may not be invited.

I personally think we should make a distinction between the applicant's activities that will be either "production" or "event". These are two very different things.

Chris

Sent from my iPad

Begin forwarded message:

From: Eric <eddavis@crestedbutte.net>
Date: August 12, 2014 at 9:39:24 AM MDT
To: Chris Ladoulis <CLadoulis@crestedbutte-co.gov>
Subject: special event in sept

Please do not subject our community to a bud light beer bash. We do not need to be known as a party town where anything goes. I believe this event could be highly sexualized and will exclude many of the towns people. This is not what most citizens in CB want to be known as.

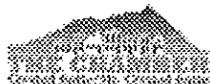
We have had an amazing summer and business has been good. The dollars this event would bring in would only speak to the greed of our town. Please save us from it.

Thank you,
Audrey Anderson

Lynelle Stanford

From: David Ochs [director@cbchamber.com]
Sent: Wednesday, August 13, 2014 2:50 PM
To: Huck Huck Law; Lynelle Stanford; Todd Crossett
Subject: Fwd: Letter to the Editor

David Ochs
Crested Butte/Mt. Crested Butte Chamber of Commerce
Visitor Centers in CB, Mt. CB, and Gothic
director@cbchamber.com
www.cbchamber.com
970.349.6438



Begin forwarded message:

From: "gareth & linda roberts" <glbutte12@gmail.com>
Subject: Fwd: Letter to the Editor
Date: August 13, 2014 at 7:47:51 AM MDT
To: David Ochs <director@cbchamber.com>

Hi Dave,

Here is my recent correspondence with CB News. Gareth was watching the Broncos game & saw a BudLight commercial and guessed that we were going to be the town Budweiser selected. I went to the BudLight website and read the terms of the contest. It seems a clear fit. But no one has confirmed this to me. The commercials are an embarrassment! Yes I love a good party, but this is not a party for the locals, this is how CB will be projected to the world on Super Bowl Sunday and beyond. Contrary to people in commercials, it is my observation that real BudLight drinkers, throw most of their empty cans out their pick up windows. (just count the cans in the spring when you ride the North Rim of the Black Canyon).

Unfortunately we have tickets to Pure Prairie League on Thurs. at the I-Bar, so will miss the meeting. Please share my opposition.

By separate e-mail, I'll forward my letter to the Council to you also. Needless to say, I feel very strongly about this!

Linda Roberts
12 Ruth's Road
Full time Local

----- Forwarded message -----

From: gareth & linda roberts <glbutte12@gmail.com>
Date: Wed, Aug 13, 2014 at 7:34 AM
Subject: Re: Letter to the Editor
To: "Editorial, Crested Butte News" <editorial@crestedbuttenews.com>

No, Your vanilla letter is not to the point. I am opposed to selling our town as a bad beer commercial. Just forget it. In a few weeks it will be too late.

I was hoping to let the locals know that Crested Butte will forever be known as Whatever USA after Super Bowl Sunday.
Very disappointed in the CB News.
Linda

On Tue, Aug 12, 2014 at 7:00 PM, Editorial, Crested Butte News <editorial@crestedbuttenews.com> wrote:
Linda—This went to my junk mail folder. i found it today. sorry.

given the bl hasn't filed the app for a permit (and may not and may not come from them) i edited out the bud light references but kept your concerns. let me know if you are good with that. if not, i'll hold your letter for a few weeks and run it unedited. thanks

mark reaman

Prostituting ourselves?

Dear editor,

If what I am gathering is going to happen at the major special event in September, I want to ask if that is what this town wants to do? Is that how we see ourselves?

I personally do not think that this is the audience that we want to attract to Crested Butte and the image we want to project for our town. I am terribly troubled that the Town would even think of entertaining such a proposition. No amount of money, should allow us to prostitute our beautiful little hamlet for a bad beer ad campaign such as this. I hope that I am wrong, but just in case I'm not, I encourage you to do your homework and attend the August 25 Public Hearing on the Major Special Event.

Linda Roberts

On Aug 11, 2014, at 1:24 PM, gareth & linda roberts <glbutte12@gmail.com> wrote:

Can you please confirm whether or not this will appear in the Newspaper this Thursday?

Name: Linda Roberts
Address: PO Box 3546, CB (12 Ruth's Rd)
Phone: 349-7389

Are we Bud Light's Whatever USA?? After seeing a recent television commercial and the hints in the newspaper, I'm guessing that Crested Butte may become Whatever USA for the Budweiser advertising campaign. If you are over 21 go to www.budlight.com and click on "our ads" to see how intellectually insulting & sophomoric this ad campaign is. I personally do not think that this is the audience that we want to attract to Crested Butte and the image we want to project for our town. I am terribly troubled that the Town would even think of entertaining such a proposition. No amount of money, should allow us to prostitute our beautiful little hamlet for a bad beer ad campaign such as this. I hope that I am wrong, but just in case I'm not, I encourage you to do your homework and attend the August 25 Public Hearing on the Major Special Event.

Linda Roberts

Lynelle Stanford

From: David Ochs [director@cbchamber.com]
Sent: Wednesday, August 13, 2014 2:50 PM
To: Huck Huck Law; Todd Crossett; Lynelle Stanford
Subject: Fwd: Chamber of Commerce wants to hear your thoughts - September Event

David Ochs
Crested Butte/Mt. Crested Butte Chamber of Commerce
Visitor Centers in CB, Mt. CB, and Gothic
director@cbchamber.com
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970.349.6438



Begin forwarded message:

From: "Nancy Church" <nancy@ucccrestedbutte.org>
Subject: RE: Chamber of Commerce wants to hear your thoughts - September Event
Date: August 13, 2014 at 8:27:35 AM MDT
To: "David Ochs" <director@cbchamber.com>

Hello Dave,

I am personally thrilled to think we could have another big event coming to town. We all depend on tourism to support our families. We live in a vacation town and at times will need to put up with some inconvenience in order for the town to remain viable. We have to have our name and face out there to be able to engage new tourism. Sometimes in life you have to give up \$10 to make \$1,000 later (so to speak). It is seeing the bigger picture.

Thank you,
Nancy

From: David Ochs [<mailto:director@cbchamber.com>]
Sent: Tuesday, August 12, 2014 8:17 PM
To: nancy@ucccrestedbutte.org
Subject: Chamber of Commerce wants to hear your thoughts - September Event

Hello good people and members of the Crested Butte/Mt. Crested Butte Chamber of Commerce. As most of you must know by now, there is an event planned/proposed for early September that has created a lot of public comment – some consternation, some warm reception.

A lot of rumors are afloat out there, a lot of speculation has taken over in light of several public comments. Many have not had a chance yet to voice their concerns/comments/support. Town Council will convene again on August 25th to hear the public and vote on the event permit application.

There is a good bit of time between now and the 25th. The Chamber of Commerce would like to hear from you, our members in good standing, about concerns or comments you may have regarding this event.

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is to provide you, Chamber Members, an opportunity to voice concerns or questions, so that we can, in turn, report to the Town Council.

Members holding public office may indeed be present – they want to hear concerns/comments/support too. Again, the goal of this is to create a forum, for the public, to perhaps vet some concerns before the 25th, dispel some rumors, and create a democratic means of providing information to our Town Council.

Please join us at Maxwell's Steakhouse this Thursday, August 14th, at 5:30 pm, in the back area of the restaurant. Please take the chance to meet Julie and Curtis Higgins, the new owners of Maxwell's, and sit down with your peers to discuss said event. Grab a beverage or order from the menu, and let's get together for community awareness, proactive energy, and a positive approach to our future together in prosperity and well being.

If you are unable to attend but want to comment, please feel free to email me and let me know those concerns.

David Ochs
Crested Butte/Mt. Crested Butte Chamber of Commerce
Visitor Centers in CB, Mt. CB, and Gothic
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This email was sent on behalf of Crested Butte / Mt. Crested Butte Chamber of Commerce by ChamberMaster, 24400 Smiley RD Ste. 4, Nisswa, MN 56468. To unsubscribe [click here](#). If you have questions or comments concerning this email or ChamberMaster services in general, please contact us by email atsupport@chambermaster.com.

ChamberMaster is a registered trademark of MicroNet Incorporated.

Lynelle Stanford

From: David Ochs [director@cbchamber.com]
Sent: Wednesday, August 13, 2014 2:50 PM
To: Huck Huck Law; Lynelle Stanford; Todd Crossett
Subject: Fwd: Chamber of Commerce wants to hear your thoughts - September Event

David Ochs
Crested Butte/Mt. Crested Butte Chamber of Commerce
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Begin forwarded message:

From: Fred Holbrook <holbrookandsmith@crestedbutte.net>
Subject: Re: Chamber of Commerce wants to hear your thoughts - September Event
Date: August 13, 2014 at 9:17:52 AM MDT
To: David Ochs <director@cbchamber.com>

Hey Dave,

Thanks for taking this bull by the horns. As a not very involved citizen/business guy it seems to me that somebody needs to define the "secret event" before the last minute. Rumor has it that it's a Bud Light promotion that won't do justice to our great, unique Town and could actually piss off the visitors we want here and work so hard to please. But if the Pope's coming, that would be pretty cool! Good luck jousting the windmills.

Luckily I have to be at a meeting in GJ.

Fred
On 8/12/2014 8:16 PM, David Ochs wrote:

Hello good people and members of the Crested Butte/Mt. Crested Butte Chamber of Commerce. As most of you must know by now, there is an event planned/proposed for early September that has created a lot of public comment – some consternation, some warm reception.

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ChamberMaster is a registered trademark of MicroNet Incorporated.



This email is free from viruses and malware because [avast! Antivirus](#) protection is active.

Lynelle Stanford

From: David Ochs [director@cbchamber.com]
Sent: Wednesday, August 13, 2014 2:50 PM
To: Todd Crossett; Lynelle Stanford; Huck Huck Law
Subject: Fwd: Chamber of Commerce wants to hear your thoughts - September Event

David Ochs
Crested Butte/Mt. Crested Butte Chamber of Commerce
Visitor Centers in CB, Mt. CB, and Gothic
director@cbchamber.com
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Begin forwarded message:

From: Erica Rasmussen <erasmussen@cbmr.com>
Subject: RE: Chamber of Commerce wants to hear your thoughts - September Event
Date: August 13, 2014 at 9:26:07 AM MDT
To: David Ochs <director@cbchamber.com>

I'm all for it!!

EK

From: David Ochs [mailto:director@cbchamber.com]
Sent: Tuesday, August 12, 2014 8:37 PM
To: David Ochs
Subject: Re: Chamber of Commerce wants to hear your thoughts - September Event

Sorry for the odd formatting and duplicate email, I hope this reaches you better....

Hello good people and members of the Crested Butte/Mt. Crested Butte Chamber of Commerce. As most of you must know by now, there is an event planned/proposed for early September that has created a lot of public comment – some consternation, some warm reception.

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David Ochs
Crested Butte/Mt. Crested Butte Chamber of Commerce
Visitor Centers in CB, Mt. CB, and Gothic
director@cbchamber.com
www.cbchamber.com
970.349.6438



On Aug 12, 2014, at 8:28 PM, David Ochs <director@cbchamber.com> wrote:

Hello good people and members of the Crested Butte/Mt. Crested Butte Chamber of Commerce. As most of you must know by now, there is an event planned/proposed for early September that has created a lot of public comment – some consternation, some warm reception.

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Visitor Centers in CB, Mt. CB, and Gothic
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<image001.jpg>

Lynelle Stanford

From: David Ochs [director@cbchamber.com]
Sent: Wednesday, August 13, 2014 2:49 PM
To: Huck Huck Law; Lynelle Stanford; Todd Crossett
Subject: Fwd: Chamber of Commerce wants to hear your thoughts - September Event

David Ochs
Crested Butte/Mt. Crested Butte Chamber of Commerce
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970.349.6438



Begin forwarded message:

From: "gareth & linda roberts" <gilbutte12@gmail.com>
Subject: Re: Chamber of Commerce wants to hear your thoughts - September Event
Date: August 13, 2014 at 11:06:40 AM MDT
To: David Ochs <director@cbchamber.com>

David--

I am unable to attend. Linda has written to you but I would like to add my two cents.

If the event is as large as has been implied, we the public need a say. With no information provided what could we possibly say? To quote Joseph Heller:

"Didn't they show it to you?" Yossarian demanded, stamping about in anger and distress. "Didn't you even make them read it?"

"They don't have to show us Catch-22," the old woman answered. "The law says they don't have to."

"What law says they don't have to?"

"Catch-22".

Thanks David

G

On Tue, Aug 12, 2014 at 8:16 PM, David Ochs <director@cbchamber.com> wrote:
Hello good people and members of the Crested Butte/Mt. Crested Butte Chamber of Commerce. As most of you must know by now, there is an event planned/proposed for early September that has created a lot of public comment – some consternation, some warm reception.

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Lynelle Stanford

From: David Ochs [director@cbchamber.com]
Sent: Wednesday, August 13, 2014 2:49 PM
To: Lynelle Stanford; Todd Crossett
Cc: Huck Huck Law
Subject: Fwd: september event - YES

David Ochs
Crested Butte/Mt. Crested Butte Chamber of Commerce
Visitor Centers in CB, Mt. CB, and Gothic
director@cbchamber.com
www.cbchamber.com
970.349.6438



Begin forwarded message:

From: benjamin diem <bkdiem@gmail.com>
Subject: september event - YES
Date: August 13, 2014 at 11:11:37 AM MDT
To: director@cbchamber.com
Cc: Huck@crestedbutte-co.gov, Davidkowen@crestedbutte-co.gov, Shaun@crestedbutte-co.gov,
Jschmidt@crestedbutte-co.gov, cladoulis@crestedbutte-co.gov, Rmason@crestedbutte-co.gov,
GlennMichel@crestedbutte-co.gov

Benjamin Diem here, co-owner of BONEZ / former co-owner of LOBAR.

I am in favor of participating in this event.

I am unable to attend the public meeting on August 25th, but i would like to reach and and show support for the event.

I've lived in CB for 8 years and love it here, but am continually discouraged by the fact that our community continues to struggle in the offseason.

the proposed event is incredibly beneficial for several reasons

- a) OFFSEASON - As we head into another offseason this event brings the opportunity to perhaps undertake a renovation project that would otherwise be impossible. Provide several weeks of additional employment to locals who would otherwise have to be laid off after labor day.
- b) TAX DOLLARS - the scope of this event will bring in tax dollars never experienced before. though my guess is purely speculation. it is likely that the tax dollars from this single event will be equivalent to the entire tax revenue for October. (Perhaps October and November combined) If for no other reason than income, our community should be jumping at the opportunity in order to support our struggling off-season economy.

c) INTERNATIONAL EXPOSURE - the opportunity to bring several thousand people to crested butte who otherwise would not have come. participation in a national advertising campaign for major us corporation, is exciting and will bring international exposure, otherwise impossible. We will see the benefits from this event for years afterwards.

d) FUN - i also believe the event will be fun. a major musical act (name unknown) is likely to participate, giving everyone a chance to experience a concert otherwise impossible in CB.

It surprises me greatly to hear from locals business who feel that this event would be a personal loss for their business because of the closure of elk avenue. This seems like a selfish stance, just from a tax revenue stand point. Our community has, in the past, paid a great deal of money to support events in town (Pro cycling challenge) This is an event that we are being paid to participate in. It seems highly unlikely that any local businesses would make 40% less revenue for the 2 days elk avenue is closed during the off-season with an extra 3000 people in town. And even if this odd math is accurate the town itself benefits tremendously from the tax revenues generated by the food / hotel / tourism industry.

Our economy is supported by tourism.

This event provides a huge revenue infusion for the community of Crested Butte, through direct participation in the event, tax revenue collected through local business that are participating, and additional tax revenue generated by the several thousand individual people who will spend the weekend here as tourists.

I could not imagine a better opportunity for free international exposure. Exposure that will continue to benefit the community for years to come.

Lets not stand in the way of a huge economic windfall.

(and what if the Rolling Stones really are the band lined up to play??)

Benjamin Diem

BONEZ - Crested Butte

Lynelle Stanford

From: David Ochs [director@cbchamber.com]
Sent: Wednesday, August 13, 2014 2:49 PM
To: Huck Huck Law; Lynelle Stanford; Todd Crossett
Subject: Fwd: Chamber of Commerce wants to hear your thoughts - September Event

David Ochs
Crested Butte/Mt. Crested Butte Chamber of Commerce
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Begin forwarded message:

From: "Reggie masters" <reggiemasters@bighornrealty.com>
Subject: RE: Chamber of Commerce wants to hear your thoughts - September Event
Date: August 13, 2014 at 11:50:44 AM MDT
To: "David Ochs" <director@cbchamber.com>

I am in favor of the event. Even though it will not likely look like Crested butte in the end, We will know it's us. It'll bring good revenues to lodging and restaurants, and should be fun. It won't bring as many crowds as 4th of July or Arts Fair, which is good....plus these people will stay in town for 4 days or more. I believe there is a way for the of-age and underage people separated.
I can't make the Chamber Meeting. I work that evening.
Reggie Masters

From: David Ochs [mailto:director@cbchamber.com]
Sent: Tuesday, August 12, 2014 8:17 PM
To: reggiemasters@bighornrealty.com
Subject: Chamber of Commerce wants to hear your thoughts - September Event

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www.cbchamber.com
970.349.6438



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Lynelle Stanford

From: Aaron J. Huckstep, JD, CPA [huck@hucksteplaw.com]
Sent: Wednesday, August 13, 2014 12:42 PM
To: 'Corey Tibljas'; director@cbchamber.com
Cc: Lynelle Stanford; Todd Crossett
Subject: RE: Support For Bud Light

Hi Corey,

Thank you for your comments, I appreciate your sending them. I am copying Town Clerk Lynelle Stanford on this email so your comments become part of the official record for the Town. This will make sure your comments are shared with the whole Council.

Best Regards,

Aaron J. Huckstep, JD, CPA
("Huck")

www.hucksteplaw.com

P: (970) 349-2009

F: (970) 797-1023

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From: Corey Tibljas [mailto:corey@twoplank.com]
Sent: Wednesday, August 13, 2014 11:26 AM
To: director@cbchamber.com; CPA Aaron J. Huckstep JD
Subject: Support For Bud Light

Mr Director, Mr Mayor, Council Members, and Chamber,

I want to extend my OVERWHELMING support for the Bud Light event. As a life-long local as well as local event organizer I can personally vouch for the extended benefits of live events in our town. This is a matter of two things, attendance and money. Both of which we stand to gain significantly. I conduct several surveys of local businesses regarding my event Big Air on Elk and 9 of 10 make substantially more money the evening of the event. Even more so than the night before the event which is traditionally the first night out of spring break. The power of gathering and spending that live events create is second to none.

Additionally, the tax benefits this event stands to gain for the town is unprecedented. That money belongs to the people of Crested Butte as in everyone. This money is used to benefit several different things that go beyond property owners but resources for guests as well. Thus those who oppose this event are clearly not looking at the greater good of the area; moreover they are looking at this in a seemingly selfish manner. It is necessary to see through the opposition and open the doors to this event. With all do respect to some small business that believe this event will harm them; first it probably won't harm their business, second they don't significantly contribute to the local economy whereas the service and tourism businesses are the revenue backbone of this community. Retail is a necessary compliment, however without people there is no retail. We need people, especially post-labor day. People = revenue for virtually every business and employee in town. I strongly doubt that any business will see a down turn in September earnings with a few thousand extra people in town.

We are going to be paid as a community, not the other way around. It is not like we need to spend tax payer money to get this event here like the USAPCC. This event is coming, along with millions of dollars behind the event. Where the USAPCC packs up and leaves immediately after the finish to position for the Gunnison start, the Bud Light group will be here for days, the staff for weeks and costs us nothing. This has quite possibly similar or greater international exposure for Crested Butte that the USAPCC provides, costs much less, offers much more in tax revenue return, and reaches several different demographics. This is a win win, no brainer. Yes it need to be conducted and regulated appropriately (not advocating to give them the keys to town), but we must accommodate this opportunity that has been handed to us without fail.

Thus I urge you to stay the forward course and accommodate the Bud Light event at all costs! I am in support of progress for all opportunities and events; regardless of my personal interest or taste of the topic at hand. I have met several people who have a bad taste about my events, however they support them just as I am to this based on the overall benefits to all.

Finally but off the subject, I would also urge you to take the same approach I am advocating in the aforementioned statement to the issue of parking fees for commercial properties. Lets look at what this really is, its a fine against "larger" business in town. This is toxic. It would be remiss of all of us, as government, and community to let any opportunity of significant value fall through the cracks over a fee/fine. I am disappointed to see few parking improvements in my life term here besides the paving of a few small lots, yet not even our main lot. The tax revenue our town stands to gain by a few larger service establishments providing better seating, service, experience, and options; far will outweigh upfront parking offset fees in the long term; the fees that are detrimental to the progression of developing new business in town.

All the best and please feel free to contact me with any opinions, discussion, resources, or follow up.

Mr. Mayor, if you can please distribute to the council as all of their published email addresses are not working.

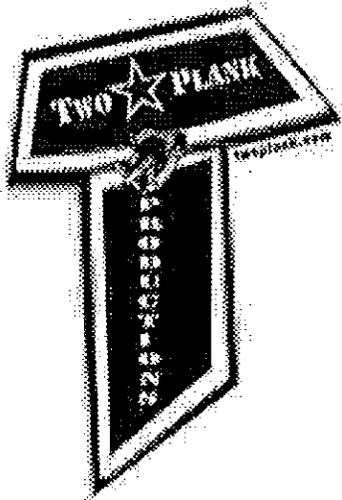
Thank you,

Corey Tibljas
Chief Executive-Member
Marketing & Production
Two Plank Productions, LLC
810 Enterprises
970.596.2323 [cell]
970.901.2025 [direct]
corey@twoplank.com

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<<end of message>>

Lynelle Stanford

From: Aaron J. Huckstep, JD, CPA [huck@hucksteplaw.com]
Sent: Wednesday, August 13, 2014 11:24 AM
To: 'benjamin diem'
Cc: Lynelle Stanford; Todd Crossett
Subject: RE: september event - YES

Hi Ben,

Thank you for your comments, I appreciate your sending them. I am cc'ing Town Clerk Lynelle Stanford here so that your comments can be shared with the entire Council.

Lynelle, could you also check into the email addresses for Council on the website? Sounds like we may have an issue. Thanks!

Best Regards,

Aaron J. Huckstep, JD, CPA
("Huck")

www.hucksteplaw.com

P: (970) 349-2009

F: (970) 797-1023

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From: benjamin diem [mailto:bkdiem@gmail.com]
Sent: Wednesday, August 13, 2014 11:16 AM
To: huck@hucksteplaw.com
Subject: september event - YES

(huck.. none of the email address published online for town council members worked, sorry to send this to your office)

Benjamin Diem here, co-owner of BONEZ / former co-owner of LOBAR.

I am in favor of participating in this event.

I am unable to attend the public meeting on August 25th, but i would like to reach and and show support for the event.

I've lived in CB for 8 years and love it here, but am continually discouraged by the fact that our community continues to struggle in the offseason.

the proposed event is incredibly beneficial for several reasons

a) OFFSEASON - As we head into another offseason this event brings the opportunity to perhaps undertake a renovation project that would otherwise be impossible. Provide several weeks of additional employment to locals who would otherwise have to be laid off after labor day.

b) TAX DOLLARS - the scope of this event will bring in tax dollars never experienced before. though my guess is purely speculation. it is likely that the tax dollars from this single event will be equivalent to the entire tax revenue for October.(Perhaps October and November combined) If for no other reason than income, our community should be jumping at the opportunity in order to support our struggling off-season economy.

c) INTERNATIONAL EXPOSURE - the opportunity to bring several thousand people to Crested butte who otherwise would not have come. participation in a national advertising campaign for major us corporation, is exciting and will bring international exposure, otherwise impossible. We will see the benefits from this event for years afterwards.

d) FUN - i also believe the event will be fun. a major musical act (name unknown) is likely to participate, giving everyone a chance to experience a concert otherwise impossible in CB.

It surprises me greatly to hear from locals business who feel that this event would be a personal loss for their business because of the closure of elk avenue. This seems like a selfish stance, just from a tax revenue stand point. Our community has, in the past, paid a great deal of money to support events in town (Pro cycling challenge) This is an event that we are being paid to participate in. It seems highly unlikely that any local businesses would make 40% less revenue for the 2 days elk avenue is closed during the off-season with an extra 3000 people in town. And even if this odd math is accurate the town itself benefits tremendously from the tax revenues generated by the food / hotel / tourism industry.

Our economy is supported by tourism.

This event provides a huge revenue infusion for the community of Crested Butte, through direct participation in the event, tax revenue collected through local business that are participating, and additional tax revenue generated by the several thousand individual people who will spend the weekend here as tourists.

I could not imagine a better opportunity for free international exposure. Exposure that will continue to benefit the community for years to come.

Lets not stand in the way of a huge economic windfall.

(and what if the Rolling Stones really are the band lined up to play??)

Benjamin Diem

BONEZ - Crested Butte

Lynelle Stanford

From: Aaron Huckstep
Sent: Wednesday, August 13, 2014 11:09 AM
To: Patrick Myall
Cc: Lynelle Stanford; Todd Crossett
Subject: RE: Please don't bring "Whatever, USA" to Crested Butte this September (or ever)

Oops, forgot to cc Lynelle. Taking care of that with this email.

Best Regards,

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

From: Aaron Huckstep
Sent: Wednesday, August 13, 2014 11:08 AM
To: 'Patrick Myall'
Subject: RE: Please don't bring "Whatever, USA" to Crested Butte this September (or ever)

Hi Patrick,

Thank you very much for your input. I am forwarding your email to Town Clerk Lynelle Stanford so it can be included in the Council's packet for the 25th. I appreciate your taking the time to send comments and look forward to visiting again when you return to CB.

Best Regards,

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

From: Patrick Myall [<mailto:patrickmyall@yahoo.com>]
Sent: Wednesday, August 13, 2014 10:56 AM
To: Aaron Huckstep
Subject: Please don't bring "Whatever, USA" to Crested Butte this September (or ever)

Hi Huck,

It's Patrick Myall writing to you today; we've ridden bikes together a few times, usually on the Tuesday night road rides back when I was able to spend more time out in CB at my place that I co-own with my brother Chris, at 711 Red Lady. Anyhow, I'm writing today in regards to the Bud-Light event. I'm staunchly opposed. I'm all for CB & Mt CB trying to attract large events to fill beds and drive up the sales tax revenue (events like Veterans Ski Week, US Pro Challenge, Blue Grass in Paradise, Gay Ski Week, etc), but I feel that an event that is basically premised on "partying" sends the wrong message to the larger audience of people that we are trying to attract to come and visit us in Crested Butte.

Thanks for your time
Patrick Myall
San Francisco/Crested Butte
415.279.1244

J. D. BELKIN & ASSOCIATES, LLC

ATTORNEYS AT LAW

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John D. Belkin, Esq.
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303.888.1812 (M)

EXECUTIVE SUMMARY ROADMAP FOR PUBLIC HEARING

TO: Town Council

FROM: John D. Belkin, Town Attorney

CC: Todd Crossett, Town Manager
Tom Martin, Chief Marshal

RE: Ordinance No. 10, Series 2014 – Entertainment District Regulations

DATE: August 22, 2014

• **BACKGROUND:**

- Enclosed in your Town Council meeting packets is Ordinance No. 10, Series 2014 creating the Entertainment District regulations regulating the Entertainment District that you might possibly establish under Resolution No. 10, Series 2014.
- I will walk the Town Council through each bullet in this memorandum at the time the Ordinance is heard during the public hearing.
- The authority to create the Entertainment District lies within the Colorado Revised Statutes, specifically C.R.S., § 12-47-301.
- As background, last January, and then again in May, the Town Council had me look at the legal requirements around permitting open container on Elk Avenue and adjoining properties. Those conversations led to my initial recommendation to the Town Council to authorize me to look into the mechanics of the Town Council creating an Entertainment District. The Town Council elected on both occasions to not invest the time, energy and money researching creating an Entertainment District.
- During the Town Council worksession on August 5, 2014, I presented the Entertainment District concept to the Town Council.

- With the possibility of a major special event occurring the first weekend of September, the organizers of the event have requested that the Town Council create an Entertainment District in order to allow an expansion of the licensed premises of the bars and restaurants located on Elk Avenue. The Town Council's creation of an Entertainment District on Elk Avenue would allow alcohol consumption in a to be identified Common Consumption Area within the Entertainment District located on Elk Avenue.
- In connection with the possible major special event, the organizers have agreed to pay all the Town and effected businesses' costs of setting up the Entertainment District and gaining the approval of the Common Consumption Area. This includes the creation of the Promotional Association and the certification of the same, inclusive of the payment of additional insurance costs. They have also offered to pay up to \$10,000.00 to fund these matters through 2015 so that the Promotional Association can utilize the Common Consumption Area for the rest of 2014 and 2015 if it so desires and subject to the Liquor Licensing Authority's approval, etc.
- You have seen the presentation in the worksession as to how the Entertainment District, the Common Consumption Area and the Promotional Association work and the interplay of these concepts. With this information, here are some key points that you should consider as respects the ordinance and that will be important to your decision on whether this makes sense for the Town and the broader community:
 - ✓ We have followed the Entertainment District models of other municipalities such as the cities of Greeley and Leadville.
 - ✓ The ordinance creates, as applicable, the regulations for the creation, operation and approval of the Entertainment District, the Common Consumption Area and the Promotional Association.
 - ✓ In regards to the possible major special event in September, the Entertainment District and the Common Consumption Area will make the management of the alcohol consumption in connection with the event easier to manage from an enforcement perspective. The Chief of Investigations for the Colorado Department of Revenue, Liquor Enforcement Division has shared this view on the topic with the major special event proponent and me.
 - ✓ While the Town Council can create the Entertainment District on its own accord, the Promotional Association is needed to create and utilize the Common Consumption Area. This will require the involvement of the lion share of the bars and restaurants on Elk Avenue to be tenable. I am working with the bars and restaurants in regard.

- ✓ If the Town Council elects to adopt this ordinance, at the next Town Council meeting on September 3, it is anticipated the an application will be before the town Council acting as Local Licensing Authority to certify the Promotional Association and approve the Common Consumption for use during the proposed major special event.
- ✓ Whether the Town Council would like to create the Entertainment District at all, and then whether it should be available for use beyond the September major special event is the most significant question for the Town Council.
- ✓ Relative to the Promotional Association and the Common Consumption Area, the Town Council needs a clear view of the Elk Avenue bars and restaurants that are interested in utilizing the Entertainment District and the Common Consumption Area. For the possible major special event? Beyond?

- **KEY ISSUES TO CONSIDER:**

- The Town Council should consider the following key policy issues as well as any other topic that the Town Council sees fit to discuss on the matter:
 - ✓ Whether from a policy perspective an Entertainment District makes sense at all for Crested Butte.
 - ✓ Is there support from the Elk Avenue businesses and broader Crested Butte community (businesses an residents alike) for the creation of an Entertainment District?
 - ✓ If so on the previous two items, should the Entertainment District and the Common Consumption Area exist beyond the proposed major special event? If so, how long?

- **RECOMMENDATION:**

- If the Town Council is in favor of having an Entertainment District, it should move to adopt this ordinance.
- Again, I will walk the Town Council through all of the above during the Town Council meeting. Thank you kindly.

ORDINANCE NO. 10

SERIES 2014

**AN ORDINANCE AMENDING CHAPTER 6 OF THE
CRESTED BUTTE MUNICIPAL CODE TO ADD
REGULATIONS RESPECTING THE CREATION OF
AN ENTERTAINMENT DISTRICT IN WHICH
COMMON AREAS FOR THE CONSUMPTION OF
ALCOHOL MAY BE OPERATED BY A
PROMOTIONAL 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, the Town staff has researched creating an “Entertainment District” authorized by C.R.S., § 12-47-301 adjoining the Elk Avenue business corridor between First and Fourth Streets;

WHEREAS, the Town staff has found that creating an Entertainment District would allow the consumption of alcoholic beverages in a common consumption area if the Town Council, acting as the Local Licensing Authority under Colorado law authorizes the same;

WHEREAS, based on its research in creating an Entertainment District, the Town staff has recommended that the Town Council create such an Entertainment District between First and Fourth Streets in order to allow the consumption of alcohol in a common consumption area for certain special events and other functions planned by the taverns, hotels, restaurants and brew pubs in Crested Butte;

WHEREAS, the Town Council, upon Town staff recommendation, has proposed an Entertainment District on the Elk Avenue business corridor between First and Fourth Streets that is less than 100 acres and has at least 20,000 square feet of adjacent premises licensed as taverns, hotels, restaurants and brew pubs;

WHEREAS, the Town Council finds that the creation of an Entertainment District on the Elk Avenue business corridor between First and Fourth Streets will enhance the community’s quality of life and opportunities to engage in more activities, uses, events and socializing in the historic downtown and will enhance the economic vitality of downtown retail shops, taverns, hotels, restaurants, brew pubs and other businesses;

WHEREAS, in conjunction with creating an Entertainment District, the Town Council must also establish regulations for allow the consumption of alcohol in a common consumption area for certain special events and other functions planned by the taverns, hotels, restaurants and brew pubs in Crested Butte in the Entertainment District,

and for certifying the entity that is constituted by such taverns, hotels, restaurants and brew pubs; and

WHEREAS, for the foregoing reasons, the Town Council's creation of an Entertainment District on the Elk Avenue business corridor between First and Fourth Streets and the regulations set forth herein to establish common consumption area and certify the entity that is constituted by the taverns, hotels, restaurants and brew pubs that will utilize the same is in the best interest of the health, safety and welfare of the residents and visitors of Crested Butte, and, accordingly, the revisions to the Crested Butte Municipal Code set forth below are in the public interest.

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

Section 1. Adding a New Article 7, Entertainment District to Chapter 6 of the Code. A new Article 7 is added to Chapter 6 of the Code that shall read as follows:

“ARTICLE 7

Entertainment District

Sec. 6-7-10. Definitions.

As used in this Chapter, the following words shall have the following meanings:

Common Consumption Area means a pedestrian area located wholly within the Entertainment District and approved by the Local Licensing Authority that uses physical barriers to close the area to motor vehicle traffic and limit pedestrian access.

Common Consumption Area Law means Sections 12-47-301(11), 12-47-908, 12-47-909 of the Colorado Revised Statutes, as amended.

Entertainment District means the Town of Crested Butte Elk Avenue Entertainment District with a size no more than 100 acres and containing at least 20,000 square feet of premises licensed as a tavern, hotel and restaurant, brew pub or vintner's restaurant at the time said District is created.

Licensee means a person to whom a license is granted by the Local Licensing Authority to manufacture or sell alcoholic beverages as provided under the Colorado Liquor Code.

Local Licensing Authority means the Town Council of the Town of Crested Butte.

Promotional Association means an association that is incorporated within the State of Colorado that organizes and promotes entertainment activities within a Common Consumption Area, is organized or authorized by two or more persons who own or lease property within the Entertainment District and is certified by the Local Licensing Authority.

In addition to the definitions provided above, the other defined terms in C.R.S. Section 12-47-103 are incorporated into this Article by reference.

Sec. 6-7-20. Creation of Entertainment District and General Requirements.

(a) In order to exercise the Town’s local option to allow Common Consumption Areas in the Town and to effectuate the purposes and intent of C.R.S. Section 12-47-301(11), there is hereby designated the “Town of Crested Butte Elk Avenue Entertainment District” whose boundaries include:

From the southeast corner of Lot 12 of Block 29 of the Town’s public parking lot continuing east through the alleys of Block 28 and Block 27 to the intersection of the alley and Fourth Street, thence north along the right-of-way of Fourth Street to the intersection of the northeast corner of Lot 32 of Block 22 and the alley, thence west along the alley of Block 22 and Block 21 crossing Coal Creek to the intersection of the alley located in Block 20 and the northwest corner of Lot 22 of Block 20, thence south along the border of Lot 22 of Block 20 across Elk Avenue, thence along the easterly border of Lot 12 of Block 29 of the Town’s public parking lot to the point of beginning.

Such Entertainment District has been established by Resolution No. 10, Series 2014.

(b) Properties may be included or excluded from the Entertainment District by resolutions of the Town Council. By establishing the Entertainment District, the Town authorizes the licensing of designated Common Consumption Areas in which alcoholic beverages may be sold and consumed subject to the requirements of this Article, the Code and the Common Consumption Area Law.

(c) The Local Licensing Authority has the following powers with respect to Common Consumption Areas and Promotional Associations:

- (1) designate one or more Common Consumption Areas;
- (2) certify or decertify a Promotional Association;
- (3) authorize, de-authorize or refuse to authorize or reauthorize a licensee’s attachment of licensed establishment to a Common Consumption Area;

(4) impose reasonable conditions of approval on the licensing of Common Consumption Areas, certification of Promotional Associations or the attachment of licensed establishments to Common Consumption Area; and

(5) exercise all powers necessary to effectuate the purposes of the Common Consumption Area Law.

(d) The standards for Common Consumption Area licenses issued to Promotional Associations shall be in addition to all other standards applicable under this Article, the Code and the Colorado Liquor Code.

(e) Decisions on applications for Common Consumption Areas, Promotional Associations and inclusions and exclusions from the Common Consumption Area shall be made by the Local Licensing Authority within 30 days of receipt of a complete application therefor. A decision to deny any such application by the Local Licensing Authority shall be in writing and shall be provided to the applicant within five business days of the decision having been rendered.

Sec. 6-7-30. Common Consumption Areas.

(a) Within the Entertainment District, Common Consumption Areas may be licensed by the Local Licensing Authority upon application by a Promotional Association in conformance with the requirements of this Article and the Colorado Liquor Code.

(b) Promotional Association may submit an application for the designation of a Common Consumption Area on forms provided by the Town Clerk and approved by the Town Attorney in accordance with the following minimum information:

- (1) application and license fees;
- (2) name, address and list of all officers of Promotional Association;
- (3) documentation of how the application addresses the reasonable requirements of the neighborhood or desires of the adult inhabitants;
- (4) the size in terms of acreage or square footage of the Common Consumption Area;
- (5) proposed hours, dates and days of operation of the Common Consumption Area;
- (6) a site plan detailing the proposed Common Consumption Area including, without limitation, the following information: boundaries of the area, location and description of physical barriers, location of all entrances and exits, location of all attached licensed premises and location of signs to be posted notifying customers of the hours of operation and restrictions associated with the Common Consumption Area;

(7) a security plan detailing security arrangements for the Common Consumption Area including but not limited to the following information: evidence of completed liquor training of all serving personnel approved by the Town Clerk and number and location of security personnel during the days and hours of operation of the Common Consumption Area;

(8) signed statement that the Common Consumption Area and all licensed establishments therein can be operated in compliance with this Article, all applicable provisions of this Code and the Colorado Liquor Code;

(9) lease, license or other right evidencing legal authorization for use of the Common Consumption Area; and

(10) proof of insurance of general liability and liquor liability naming the Town of Crested Butte, its elected, officers, employees, agents, attorneys and insurers as additional insureds in a minimum amount of \$1,000,000.00.

(c) An application for establishment of a Common Consumption Area shall be considered at a duly noticed public hearing of the Liquor Licensing Authority based on the following criteria of approval:

(1) there must be at least two licensed establishments attached to a Common Consumption Area;

(2) use of the Common Consumption Area is compatible with the reasonable requirements of the neighborhood or the desires of the adult inhabitants; and

(3) evidence that the Common Consumption Area is clearly delineated maintained using physical barriers to prohibit motor vehicle traffic (except emergency vehicles) and to limit pedestrian access.

(d) A tavern, hotel and restaurant, brew pub, retail gaming tavern or vintner's restaurant Licensee may request attachment to the licensed Common Consumption Area by submitting an application to the Local Licensing Authority with the following information:

(1) Written request and approval from the Promotional Association to allow the Licensee to be attached to a Common Consumption Area.

(2) Confirmation that the Licensee's licensed premises is located within or on the perimeter of the Entertainment District and attached to a Common Consumption Area.

(e) The Local Licensing Authority may reject a Licensee's attachment to a Common Consumption Area if the licensed premises is not within or on the perimeter of the Common Consumption Area and if the Licensee:

(1) fails to obtain consent from the Promotional Association to be attached to a Common Consumption Area;

(2) fails to establish that the licensed premises and Common Consumption Area can be operated without violating this Article or the Common Consumption Law;

(3) creates a public safety risk to the neighborhood in terms of law enforcement call-outs, breaches in securing the perimeter of the Common Consumption Area, unauthorized liquor consumption outside of the Common Consumption Area, noise or nuisance complaints generated from activities within the Common Consumption Area, or similar, documented public safety risks; or

(4) violates Section 12-47-909 of the Colorado Liquor Code.

(f) All renewal applications for Common Consumption Areas shall be submitted to the City Clerk no later than 45 days prior to the date on which the license expires. If there is evidence that the license should not be renewed, the Town Clerk shall set the application for hearing with the Local Licensing Authority.

Sec. 6-7-30. Promotional Associations.

(a) For certification and re-certification as a Promotional Association, the following information is required to be submitted to the Town Clerk in conjunction with or prior to application for establishment of a Common Consumption Area:

(1) application fee;

(2) copy of articles of incorporation and bylaws;

(3) list of names of all directors and officers of the Promotional Association;

(4) list of licensed establishments attached to a Common Consumption Area; and

(5) certificates of general liability and liquor liability insurance are provided in the amounts required under this Article.

(b) The Local Licensing Authority may certify a Promotional Association if the following criteria of approval are met:

- (1) the annual reporting requirements have been or will be met;
 - (2) evidence establishes that the Common Consumption Area can be and is operated without violating the Colorado Liquor Code, this Article or other applicable provision of this Code;
 - (3) there are at least two (2) licensed premises attached to a Common Consumption Area; and
 - (4) the required insurance as set forth in this Article is provided and will be continuously maintained.
- (c) A Promotional Association shall apply for annual recertification by March 1 of each year on forms prepared and approved by the Town Clerk.
- (d) The Local Licensing Authority may decertify a Promotional Association subject to the process as provided in Section 12-47-601 of the Colorado Liquor Code.
- (e) Operational Requirements of Promotional Associations.
- (1) The size of the licensed Common Consumption Area shall not be modified except with the approval of the Local Licensing Authority.
 - (2) The Promotional Association shall provide adequate security in terms of personnel, physical barriers, training and similar means, to ensure compliance with the Colorado Liquor Code and to prevent a public safety risk to the neighborhood.
 - (3) The Promotional Association shall post signs at the entrances and exits of the Common Consumption notifying customers of the hours of operation and restrictions associated with the Common Consumption Area.
 - (4) No one shall leave the Common Consumption Area with an unconsumed alcohol beverage.
 - (5) All serving personnel must complete a liquor training program approved by the Town Clerk prior to staffing the Common Consumption Area.

Sec. 6-7-40. Violations.

Noncompliance with any provision of this Article or the Common Consumption Law shall be deemed a violation of this Code. Violations of this Article shall be cause for suspension or revocation of the licensed premises, the Common Consumption Area license or decertification of the Promotional Association, as applicable and may be subject to other enforcement provisions set forth in the Code and the Common Consumption Law.

Sec. 6-7-50. Fees.

Application, renewal and licensing fees shall be established and amended by resolutions of the Town Council.”

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

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

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS ___ DAY OF _____, 2014.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS ___ DAY OF _____, 2014.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Aaron J. Huckstep, Mayor

ATTEST:

Lynelle Stanford, Town Clerk (SEAL)

Lynelle Stanford

From: David Ochs [director@cbchamber.com]
Sent: Wednesday, August 20, 2014 3:47 PM
To: Todd Crossett; Lynelle Stanford; Huck Huck Law; Lois Rozman
Subject: Fwd: Smiles!

See below - good to hear!

David Ochs
Crested Butte/Mt. Crested Butte Chamber of Commerce
Visitor Centers in CB, Mt. CB, and Gothic
director@cbchamber.com
www.cbchamber.com
970.349.6438



Begin forwarded message:

From: Montanya Distillers <info@montanyadistillers.com>
Subject: Smiles!
Date: August 19, 2014 at 3:00:24 PM MDT
To: David Ochs <director@cbchamber.com>

I thought I should let you know that yesterday was much bigger day than usual at Montanya thanks to all the Town sponsored events on Elk. I thought it worked wonderfully and the open container deal seemed smooth as silk. I just thought you might like to hear that feedback!

Karen

--
Montanya Distillers, LLC
212 Elk Avenue, P.O. Box 3086
Crested Butte, CO 81224

Main Tel: 970-799-3206
Toll Free: 800-975-6154
Fax: 970-548-7050
email: info@montanyarum.com
Web: www.montanyarum.com

Lynelle Stanford

From: David Ochs [director@cbchamber.com]
Sent: Friday, August 15, 2014 9:22 AM
To: Todd Crossett; Lynelle Stanford; Huck Huck Law
Subject: Fwd: Special Entertainment District this coming Tuesday at 7pm

David Ochs
Crested Butte/Mt. Crested Butte Chamber of Commerce
Visitor Centers in CB, Mt. CB, and Gothic
director@cbchamber.com
www.cbchamber.com
970.349.6438



Begin forwarded message:

From: Dana <danarose14@yahoo.com>
Subject: Re: Special Entertainment District this coming Tuesday at 7pm
Date: August 15, 2014 at 9:12:33 AM MDT
To: Dan <loftus_dan@hotmail.com>
Cc: Karen Hoskin - Montanya Distillers <info@montanyadistillers.com>, "marchitelli@msn.com" <marchitelli@msn.com>, Kay Cook <mtnbhof@yahoo.com>, Dan Marshall <daniel@cbchamber.com>, Kochevars crestedbutte <kochevars@gmail.com>, "kevin@thelaststeep.com" <kevin@thelaststeep.com>, Spencer Hestwood <s_hestwood@hotmail.com>, Frank Stichter <frank.stichter@imacorp.com>, Drew Stichter <pitasinparadise@gmail.com>, Peter Maxwell <maxwellcycling@yahoo.com>, Chris Ladoulis <chris@djangos.us>, Jamie Timmons <mcgillsatcb@yahoo.com>, "dave@coalcreekgrill.com" <dave@coalcreekgrill.com>, Donitas Cantina <donitas@crestedbutte.net>, kevin hartigan <kkh33bpeasful@gmail.com>, Robin Joy Yost <robinjoyyost@gmail.com>, Drew Stichter <drew.stichter@gmail.com>, "thesecretstash@yahoo.com" <thesecretstash@yahoo.com>, "pwrhouse@rmi.net" <pwrhouse@rmi.net>, "davinsjoberg@hotmail.com" <davinsjoberg@hotmail.com>, Kyleena Falzone <kyleenacb@gmail.com>, David Ochs <director@cbchamber.com>, Todd Crossett <tcrossett@crestedbutte-co.gov>

Lils is in favor!!

Sent from my iPhone

On Aug 15, 2014, at 8:54 AM, Dan <loftus_dan@hotmail.com> wrote:

I am in favor of the event and the special entertainment district. dan loftus

Subject: Re: Special Entertainment District this coming Tuesday at 7pm
From: info@montanyadistillers.com
Date: Thu, 14 Aug 2014 21:17:43 -0600
CC: mtnbhof@yahoo.com; daniel@cbchamber.com; kochevars@gmail.com; kevin@thelaststeep.com; s_hestwood@hotmail.com; frank.stichter@imacorp.com; pitasinparadise@gmail.com; maxwellcycling@yahoo.com; chris@djangos.us; danarose14@yahoo.com; mcgillsatcb@yahoo.com; loftus_dan@hotmail.com; dave@coalcreekgrill.com; donitas@crestedbutte.net; kkh33bpeasful@gmail.com; robinjoyyost@gmail.com; drew.stichter@gmail.com; thesecretstash@yahoo.com; pwrhouse@rmi.net; davinsjoberg@hotmail.com; kyleenacb@gmail.com; director@cbchamber.com; TCro

ssett@crestedbutte-co.gov
To: marchitelli@msn.com

Hello all.

Montanya Distillers will be closed Sept 5-7 at the request of the special event. So we will not be participating in the special entertainment district. If it continues to exist afterward, we are willing to consider joining.

Best of luck all and have fun!

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On Aug 14, 2014, at 1:37 PM, marchitelli@msn.com <marchitelli@msn.com> wrote:

NOODLE OWNER AND STAFF LOVE IT!!!!

Sent from my HTC One™ X, an AT&T 4G LTE smartphone

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From: "Kay Peterson-Cook" <mtnbhof@yahoo.com>
To: "Dan Marshall" <daniel@cbchamber.com>, "Kochevars crestedbutte" <kochevars@gmail.com>, "kevin@thelaststeep.com" <kevin@thelaststeep.com>, "Spencer Hestwood" <s_hestwood@hotmail.com>, "Frank Stichter" <frank.stichter@imacorp.com>, "Drew Stichter" <pitasinparadise@gmail.com>, "Peter Maxwell" <maxwellcycling@yahoo.com>, "Karen Hoskin" <info@montanyadistillers.com>, "Chris Ladoulis" <chris@django.us>, "Dana" <danarose14@yahoo.com>, "Jamie Timmons" <mcgillsatcb@yahoo.com>, "Dan Loftus" <loftus_dan@hotmail.com>, "dave@coalcreekgrill.com" <dave@coalcreekgrill.com>, "Donitas Cantina" <donitas@crestedbutte.net>, "marchitelli@msn.com" <marchitelli@msn.com>, "kevin hartigan" <kkh33bpeasful@gmail.com>, "Robin Joy Yost" <robinjoyyost@gmail.com>, "Drew Stichter" <drew.stichter@gmail.com>, "thesecretstash@yahoo.com" <thesecretstash@yahoo.com>, "pwrhouse@rmi.net" <pwrhouse@rmi.net>, "davinsjoberg@hotmail.com" <davinsjoberg@hotmail.com>, "Kyleena Falzone" <kyleenacb@gmail.com>, "David Ochs" <director@cbchamber.com>, "Todd Crossett" <TCrossett@crestedbutte-co.gov>
Subject: Special Entertainment District this coming Tuesday at 7pm
Date: Thu, Aug 14, 2014 1:16 PM

Hi Al, Sounds like if businesses are in favor of this event we need to let the Town Council members know. I will write a letter and send it to all the TC folks...Kay Peterson-Cook, Donita's Cantina

From: Dan Marshall <daniel@cbchamber.com>
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Sent: Tuesday, August 5, 2014 2:22 PM
Subject: Special Entertainment District this coming Tuesday at 7pm

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please contact a council member to express your support of the creation of this new district. This approach will be beneficial for sure. I have also attached a draft of a letter that you may personalize and send off to councilmen if needed.

My new cell number is (970) 404-0056 - don't hesitate to reach out and let me know if you reached out to council and/or are able to make it tonight.

Attached is our agenda and a couple of other docs.

Thanks so much for your help!

Best,

Dano

Home Phone Cell Phone P.O. Box E-Mail Date Elected Term Expires

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David Owen
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Davidkowen@crestedbutte-co.gov
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Shaun Matusiewicz

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Jim Schmidt

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Glenn Michel

349-1151

3241

GlennMichel@crestedbutte-co.gov

11/11

11/15

Daniel Marshall

Special Project Manager

Town of Crested Butte

Town of Mt.. Crested Butte

[p] (970) 349-6438

[c] (970) 404-0056

P.O. Box 1923

Crested Butte, Colorado

81224 U.S.A.

Lynelle Stanford

From: David Ochs [director@cbchamber.com]
Sent: Friday, August 15, 2014 12:33 PM
To: Todd Crossett; Lynelle Stanford; Huck Huck Law
Subject: Fwd: Special Entertainment District this coming Tuesday at 7pm

Pitas and all the Stichters are all in!!

On Aug 15, 2014, at 12:22 PM, "kevin hartigan" <kkh33bpeasful@gmail.com> wrote:

The Last Steep and the Hartigan's are in full support of the special entertainment district
Thank you!

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Sent from my HTC One™ X, an AT&T 4G LTE smartphone

Frank Stichter, MHP
Director, Insurance and Benefits
NPN 967586

IMA, Inc.
427 Belleview Avenue, Suite 202
PO Box 164
Crested Butte, CO 81224
970-349-7707 direct phone
303-615-8698 direct fax
970-989-8577 mobile

frank.stichter@imacorp.com

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----- Reply message -----

From: "Kay Peterson-Cook" <mtnbhof@yahoo.com>
To: "Dan Marshall" <daniel@cbchamber.com>, "Kochevars crestedbutte" <kochevars@gmail.com>, "kevin@thelaststeep.com" <kevin@thelaststeep.com>, "Spencer Hestwood" <s_hestwood@hotmail.com>, "Frank Stichter" <frank.stichter@imacorp.com>, "Drew Stichter" <pitasinparadise@gmail.com>, "Peter Maxwell" <maxwellcycling@yahoo.com>, "Karen Hoskin" <info@montanyadistillers.com>, "Chris Ladoulis" <chris@djangos.us>, "Dana" <danarose14@yahoo.com>, "Jamie Timmons" <mcgillsatcb@yahoo.com>, "Dan Loftus" <loftus_dan@hotmail.com>, "dave@coalcreekgrill.com" <dave@coalcreekgrill.com>, "Donitas Cantina" <donitas@crestedbutte.net>, "marchitelli@msn.com" <marchitelli@msn.com>, "kevin hartigan" <kkh33bpeasful@gmail.com>, "Robin Joy Yost" <robinjoyyost@gmail.com>, "Drew Stichter" <drew.stichter@gmail.com>, "thesecretstash@yahoo.com" <thesecretstash@yahoo.com>, "pwrhouse@rmi.net" <pwrhouse@rmi.net>, "davinsjoberg@hotmail.com" <davinsjoberg@hotmail.com>, "Kyleena Falzone" <kyleenacb@gmail.com>, "David Ochs" <director@cbchamber.com>, "Todd Crossett" <TCrossett@crestedbutte-co.gov>
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Dano

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Aaron Huckstep					
MAYOR					

349-2009					
596-3304					

2985					
Huck@crestedbutte-co.gov					
11/13					
11/15					

David Owen					
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Davidkowen@crestedbutte-co.gov					
11/11					
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Shaun Matuszewicz

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Shaun@crestedbutte-co.gov					
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Jim Schmidt

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7356					

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11/13					
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11/17

Chris Ladoulis

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m;director@cbchamber.com; TCrossett@crestedbutte-co.gov

To: marchitelli@msn.com

Hello all.

Montanya Distillers will be closed Sept 5-7 at the request of the special event. So we will not be participating in the special entertainment district. If it continues to exist afterward, we are willing to consider joining.

Best of luck all and have fun!

Karen

On Aug 14, 2014, at 1:37 PM, marchitelli@msn.com <marchitelli@msn.com> wrote:

NOODLE OWNER AND STAFF LOVE IT!!!!

Sent from my HTC One™ X, an AT&T 4G LTE smartphone

----- Reply message -----

From: "Kay Peterson-Cook" <mtnbhof@yahoo.com>

To: "Dan Marshall" <daniel@cbchamber.com>, "Kochevars crestedbutte" <kochevars@gmail.com>, "kevin@thelaststeep.com" <kevin@thelaststeep.com>, "Spencer Hestwood" <s_hestwood@hotmail.com>, "Frank Stichter" <frank.stichter@imacorp.com>, "Drew Stichter" <pitasinparadise@gmail.com>, "Peter Maxwell" <maxwellcycling@yahoo.com>, "Karen Hoskin" <info@montanyadistillers.com>, "Chris Ladoulis" <chris@djangos.us>, "Dana" <danarose14@yahoo.com>, "Jamie Timmons" <mcgillsatcb@yahoo.com>, "Dan Loftus" <loftus_dan@hotmail.com>, "dave@coalcreekgrill.com" <dave@coalcreekgrill.com>, "Donitas Cantina" <donitas@crestedbutte.net>, "marchitelli@msn.com" <marchitelli@msn.com>, "kevin hartigan" <kkh33bpeasful@gmail.com>, "Robin Joy Yost" <robinjoyyost@gmail.com>, "Drew Stichter" <drew.stichter@gmail.com>, "thesecretstash@yahoo.com" <thesecretstash@yahoo.com>, "pwrhouse@rmi.net" <pwrhouse@rmi.net>, "davinsjoberg@hotmail.com" <davinsjoberg@hotmail.com>, "Kyleena Falzone" <kyleenacb@gmail.com>, "David Ochs" <director@cbchamber.com>, "Todd Crossett" <TCrossett@crestedbutte-co.gov>

Subject: Special Entertainment District this coming Tuesday at 7pm

Date: Thu, Aug 14, 2014 1:16 PM

Hi Al, Sounds like if businesses are in favor of this event we need to let the Town Council members know. I will write a letter and send it to all the TC folks...Kay Peterson-Cook, Donita's Cantina

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<frank.stichter@imacorp.com>; Drew Stichter <pitasinparadise@gmail.com>; Peter Maxwell <maxwellcycling@yahoo.com>; Karen Hoskin <info@montanyadistillers.com>; Chris Ladoulis <chris@djangos.us>; Dana <danarose14@yahoo.com>; Jamie Timmons <mcgillsatcb@yahoo.com>; Dan Loftus <loftus_dan@hotmail.com>; "dave@coalcreekgrill.com" <dave@coalcreekgrill.com>; Donitas Cantina <donitas@crestedbutte.net>; Kay Peterson-Cook <mtnbhof@yahoo.com>; "marchitelli@msn.com" <marchitelli@msn.com>; kevin hartigan <kkh33bpeasful@gmail.com>; Robin Joy Yost <robinjoyyost@gmail.com>; Drew Stichter <drew.stichter@gmail.com>; "thesecretstash@yahoo.com" <thesecretstash@yahoo.com>; "pwrhouse@rmi.net" <pwrhouse@rmi.net>; "davinsjoberg@hotmail.com" <davinsjoberg@hotmail.com>; Kyleena Falzone <kyleenacb@gmail.com>; David Ochs <director@cbchamber.com>; Todd Crossett <TCrossett@crestedbutte-co.gov>

Sent: Tuesday, August 5, 2014 2:22 PM

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My new cell number is (970) 404-0056 - don't hesitate to reach out and let me know if you reached out to council and/or are able to make it tonight.

Attached is our agenda and a couple of other docs.

Thanks so much for your help!

Best,

Dano

Home Phone Cell Phone P.O. Box E-Mail Date Elected Term Expires

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11/17

Glenn Michel

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GlennMichel@crestedbutte-co.gov

11/11

11/15

Daniel Marshall

Special Project Manager

Town of Crested Butte

Town of Mt.. Crested Butte

[p] (970) 349-6438

[c] (970) 404-0056

P.O. Box 1923

Crested Butte, Colorado

81224 U.S.A.

Lynelle Stanford

From: Chris Ladoulis [chris@djangos.us]
Sent: Thursday, August 14, 2014 1:42 PM
To: Lynelle Stanford; Aaron Huckstep; Chris Ladoulis
Subject: Fwd: Special Entertainment District this coming Tuesday at 7pm

Begin forwarded message:

From: marchitelli@msn.com <marchitelli@msn.com>
Date: August 14, 2014 at 1:37:09 PM MDT
To: Kay Cook <mtnbhof@yahoo.com>, Dan Marshall <daniel@cbchamber.com>, Kochevars crestedbutte <kochevars@gmail.com>, kevin@thelaststeep.com <kevin@thelaststeep.com>, Spencer Hestwood <s_hestwood@hotmail.com>, Frank Stichter <frank.stichter@imacorp.com>, Drew Stichter <pitasinparadise@gmail.com>, Peter Maxwell <maxwellcycling@yahoo.com>, Karen Hoskin <info@montanyadistillers.com>, Chris Ladoulis <chris@djangos.us>, Dana <danarose14@yahoo.com>, Jamie Timmons <mcgillsatcb@yahoo.com>, Dan Loftus <loftus_dan@hotmail.com>, dave@coalcreekgrill.com <dave@coalcreekgrill.com>, Donitas Cantina <donitas@crestedbutte.net>, [kevin hartigan](mailto:kevinhartigan@gmail.com) <kkh33bpeasful@gmail.com>, Robin Joy Yost <robinjoyyost@gmail.com>, Drew Stichter <drew.stichter@gmail.com>, thesecretstash@yahoo.com <thesecretstash@yahoo.com>, pwrhouse@rmi.net <pwrhouse@rmi.net>, davinsjoberg@hotmail.com <davinsjoberg@hotmail.com>, Kyleena Falzone <kyleenacb@gmail.com>, David Ochs <director@cbchamber.com>, Todd Crossett <TCrossett@crestedbutte-co.gov>
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Home Phone Cell Phone P.O. Box E-Mail Date Elected Term Expires

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P.O. Box 1923
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81224 U.S.A.



Staff Report

August 25, 2014

To: Mayor and Town Council

From: Michael Yerman, Town Planner

Subject: Ordinance 2014, 09- Affordable Housing Guidelines Block 77 Lot 4 Unit B and Town Rentals

Date: August 25, 2014

BACKGROUND:

The Town has reacquired 818 Teocalli Unit B at auction earlier this month. Overall the unit is in decent shape. The Town has repaired the hot water tank and boiler. There are some minor electric repairs anticipated. The unit will need a new refrigerator. The eastern elevation needs new window sills and roofing repairs. The garage needs some minor repairs. Lastly, this unit needs a new plat to reflect the new deed restriction and easements need recorded. At this time, the previous owner is removing personal possessions from the unit. Once this has occurred, staff will have a better idea on what needs to be completed.

Total cost of all the work including legal fees for preparing the unit for the resale is anticipated to be roughly \$8,000. Staff has solicited bids for these repairs and is hoping to have the unit up for sale in September with a 60 day qualification period for potential buyers. An additional ordinance will be required to allow the Town to sell and set the price for the unit once we know the extent of the costs to rehabilitate the unit.

This unit was a self-help build unit that was targeted to be offered to a one person household at 80% AMI. In 2014, a one person household at 80% AMI would have an income equal to \$38,450. The affordability price range for the resale of this unit for someone in this category to qualify for a home loan would be \$135,000-\$155,000.

Under the current guidelines, the unit's maximum sales price would have appreciated from \$106,529 to over \$270,000 since 2005. This would not have allowed the unit to be purchased by someone in the targeted income category under the current guidelines. Ordinance 2014-09 will set new guidelines that will create a maximum cap on the resale of the unit that will allow the unit to remain affordable in the long term. Other changes in the guidelines will create flexibility on the future resale and resolve issues the Town faced during the foreclosure of the unit.

The proposed revisions to the deed restriction would use the lesser of a three percent cap per year on the unit from the original sales price or the percentage change in the Consumer Price Index from the date of the initial sale to when the unit is resold multiplied by the original purchase price to determine

the maximum sales price. If this deed restriction was in place over the same nine year period as stated above the maximum sales price would have been \$135,291 which would have kept the unit affordable for the targeted AMI.

The new guidelines for this unit will also allow flexibility to adapt to future guidelines as the Council has discussions on the future of the development and sale of units and lots in Blocks 76, 79, and 80. Staff would recommend a work session be setup to discuss this in the near future once this unit is on the market. After taking Council comment, staff reinserted the previous language to allow certain improvements to be added to the maximum sales price.

Finally, the proposed ordinance also includes a policy for the Town owned rental units. Currently, the rules for these units live in several different guidelines in the code and are inconsistent with one another. The proposed policy will govern the units at the Town Ranch, the duplex in Block 77 and the ADU at the Town manager's house. A seniority clause has been added to allow employees that have worked for the Town or for an essential service provider additional lottery picks if there is more than one interested applicant.

RECOMMENDATION:

Staff would suggest approving Ordinance 2014-09.

RECOMMENDED ACTION:

Staff recommends a motion "to approve Ordinance 2014-09."

ORDINANCE NO. 9

SERIES 2014

AN ORDINANCE AMENDING AND REPLACING THE AFFORDABLE HOUSING GUIDELINES FOR PARADISE PARK SUBDIVISION, BLOCKS 77 AND 78 CONTAINED IN APPENDIX N, PART VII OF THE CRESTED BUTTE MUNICIPAL CODE, APPLICABLE TO BLOCK 77, LOT 4, UNIT B ONLY; AMENDING AND REPLACING THE AFFORDABLE HOUSING GUIDELINES FOR THE TOWN RANCH HOUSE CONTAINED IN APPENDIX N, PART IV OF THE CRESTED BUTTE MUNICIPAL CODE; AND AMENDING THE RENTAL GUIDELINES FOR TOWN OWNED UNITS IN THE AFFORDABLE HOUSING GUIDELINES FOR PARADISE PARK SUBDIVISION, BLOCKS 77 AND 78 CONTAINED IN APPENDIX N, PART VII OF THE CRESTED BUTTE MUNICIPAL CODE

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 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, including, without limitation, requirements for affordable housing;

WHEREAS, the Crested Butte Municipal Code (the “**Code**”) contains affordable housing guidelines regulating the ownership and rental occupancy of units in Paradise Park Subdivision and the Town Ranch House, respectively;

WHEREAS, the Town staff has found that the affordable housing guidelines for Paradise Park Subdivision applicable to Block 77, Lot 4, Unit B require amendment in order to amend the formula for the maximum sale price of the Unit;

WHEREAS, the Town staff has also found that the affordable housing guidelines for the Town Ranch House and the affordable housing guidelines for Paradise Park Subdivision, Block 77 and 78 require amendment in order to change the rental occupancy requirements for Town-owned units;

WHEREAS, based on its findings, the Town staff has recommended to the Town Council that it adopt the following amendments to the Code amending the affordable

housing guidelines for Paradise Park Subdivision applicable to Block 77, Lot 4, Unit B only to amend the formula for the maximum sale price of the Unit and the affordable housing guidelines for the Town Ranch House and the affordable housing guidelines for Paradise Park Subdivision, Block 77 and 78 to change the rental occupancy requirements for Town-owned units; and

WHEREAS, the Town Council finds that the below amendments to the Code accomplish the goals of amend the formula for the maximum sale price resecting applicable to Paradise Park Subdivision, Block 77, Lot 4, Unit B and changing the rental occupancy requirements for Town-owned units in the Town Ranch House and Paradise Park Subdivision, Block 77 and 78, and such amendments are in the best interest of the health, safety and welfare of the residents and vsitors of Crested Butte.

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

Section 1. Amending the Guidelines for Paradise Park Subdivision.

(a) The Affordable Housing Guidelines for Paradise Park Subdivision, Block 77 and 78 contained in Appendix N, Part VII of the Code as respects Block 77, Lot 4, Unit B only are hereby amended and replaced with new Affordable Housing Guidelines for Paradise Park Subdivision, Block 77, Lot 4, Unit B in substantially the same form as attached hereto as **Exhibit “A.”**

(b) The Affordable Housing Guidelines for Paradise Park Subdivision, Block 77 and 78 contained in Appendix N, Part VII of the Code applicable to Town-owned units are hereby amended by the Town Owned Rental Units Occupancy and Rental Guidelines in substantially the same form as attached hereto as **Exhibit “B”** (the **“Rental Guidelines”**). The Rental Guidelines shall be codified in Appendix N, Part IV.

Section 2. Amending the Guidelines for the Town Ranch House. The Affordable Housing Guidelines for the Town Ranch House contained in Appendix N, Part IV of the Code are hereby amended by the Rental Guidelines attached hereto

Section 3. Recording of Instruments on the Real Property Records. Following adoption of this ordinance, the Town Clerk shall cause such instruments prepared and approved by the Town Attorney reflecting the amendments to the Code set forth in this ordinance to be recorded on the official real property records of the Office of the Clerk and Recorder of Gunnison County, Colorado.

Section 4. Severability. If any section, sentence, clause, phrase, word or other provision of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases, words or other provisions of this ordinance, or the validity of this ordinance as an entirety, it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

Section 5. Savings Clause. Except as amended hereby, the Crested Butte Municipal Code, as amended, shall remain valid and in full force and effect. Any provision thereof 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 _____, 2014.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS _____ DAY OF _____, 2014.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Aaron J. Huckstep, Mayor

ATTEST:

Lynelle Stanford, Town Clerk [SEAL]

EXHIBIT "A"

(attach new Affordable Housing Guidelines for Paradise Park Subdivision, Block 77, Lot 4, Unit B here)

EXHIBIT “B”

(attach new Town Owned Rental Units Occupancy and Rental Guidelines here)

APPENDIX N

Affordable Housing Guidelines

PART X. PARADISE PARK SUBDIVISION, BLOCK 77, LOT 4 UNIT B

The following guidelines apply only to Paradise Park Subdivision, Block 77, Lot 4, Unit B:

Rationale.

The 1992 Crested Butte/Gunnison Area Housing Needs Assessment, the 1999 Gunnison County Housing Needs Assessment, the 2000 Residential Job Generation Study, and the Housing Section of the Crested Butte Land Use Plan, amended March, 2003, demonstrate that affordable housing is needed in the Town of Crested Butte.

Administration.

The Town Manager, or his or her designee, shall administer these Guidelines, and shall hereafter be referred to as "The Town". When the "Town Council" is referred to in these Guidelines, only the Town Council of Crested Butte shall perform such activities, unless the Town Council designates a staff person, a "housing authority" or other entity to perform the activity.

Definitions.

Applicant means any person who wishes to purchase or rent the Unit.

Area median income ("AMI") means the median income for Gunnison County, adjusted for household size as published by the U.S. Department of Housing and Urban Development (HUD), or the agency that publishes such a number in its place in the future, each year.

Consumer Price Index ("CPI") means the latest published version of the Denver-Boulder Greeley, CO Consumer Price Index for Urban Wage Earners, published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor agency.

Customary closing costs means the normal, ordinary costs associated with the sale and purchase of real property, including costs and expenses associated with the closing of a loan for real property. The customary closing costs shall be allocated as follows:

<i>Seller</i>	<i>Buyer</i>
Fifty percent (50%) of the Crested Butte "Land Transfer Excise Tax"	Fifty percent (50%) of the Crested Butte "Land Transfer Excise Tax"
Fifty percent (50%) of the Title Company's Closing/Settlement fees	Fifty percent (50%) of the Title Company's Closing/Settlement fees
All real property taxes prorated to the date of closing based upon taxes for the calendar year immediately preceding closing or the most recent mill levy and most recent assessment	Survey, if applicable
Prorated water and sewer monthly use fees to the date of closing	Recording fees

All other outstanding fees and assessments, such as home-owners' association dues, prorated to the date of closing	Certificate of taxes due
Owner's title insurance	One hundred percent (100%) of loan fees
Town administration fee, up to two percent (2%) of total sale price, if applicable	Lender title insurance
Document preparation fees	Inspection fees
All real estate commissions	

Dependent means a minor child (eighteen [18] years or younger) or other relative of the renter or owner of a Unit, which child or relative is taken and listed as a dependent for federal income tax purposes by such renter or owner, or his or her present or former spouse, significant other or life partner (said child must also be related by blood or adoption and residing with the individual at least one hundred eighty [180] days out of every twelve-month period of time).

Disabled person means a person who meets the definition of "individual with a disability" contained in 29 U.S.C. § 706(8), as amended, and/or defined in the Americans with Disabilities Act of 1990; and/or a person who has a "handicap" as defined in Section 24-34-301(4), C.R.S., the Colorado Anti-discrimination Act.

Grievance means any dispute that an owner, purchaser or tenant may have with the Town or its designee with respect to action or failure to act in accordance with the individual owner's, purchaser's or tenant's rights, duties or status.

Gross assets means anything which has tangible or intangible value, including property of all kinds, both real and personal; includes among other things, patents and causes of action which belong to any person, any blind trust(s), as well as any stock in a corporation and any interest in the estate of a decedent; also, the entire property of a person, association, corporation or estate that is applicable or subject to the payment of debts. Gross assets shall include funds or property held in a living trust or any similar entity or interest, where the person has management rights or the ability to apply the assets to the payment of debts.

Gross income means the total income, to include alimony and child support derived from a business trust, employment and from income-producing property, before deductions for expenses, depreciation, taxes and similar allowances.

Guidelines means these Affordable Housing Guidelines applicable to only Paradise Park Subdivision, Block 77, Lot 4, Unit B.

Household assets means gross assets minus liabilities of a Qualified Buyer or Qualified Renter and his or her Dependents.

Household income means combined gross income of all household income, which is the income reported on the previous year's Federal Income Tax Return(s) of a Qualified Buyer or a Qualified Renter and his or her Dependents. *Household size* means household size computed by adding up the Qualified Buyer or Qualified Renter and his or her Dependents.

Liabilities means existing financial obligations or debts.

Lottery means a drawing to select a winner from equal applicants in the same priority.

Maximum sale price means the maximum amount for which the Unit may be transferred, calculated as described in Exhibit A.

Net assets means gross assets minus liabilities. Retirement accounts will be reviewed on a case-by-case basis to determine whether or not they shall be included as a net asset.

Physically challenged accessible units means those designed and constructed to specifically meet the needs of a Disabled Person.

Qualified buyers means persons meeting the Eligibility Qualifications for eligible owners set forth Section 1 below.

Roommates means those people occupying the Unit who are neither Qualified Buyers nor Qualified Renters.

Total maximum household income means the combined income of a Qualified Buyer or a Qualified Renter and his or her Dependents.

The Town means the Town Manager of Crested Butte, or his/her designee.

Town Council means the Town Council of the Town of Crested Butte, acting in its official capacity.

Unit means the real property located at Block 77, Lot 4, Unit B, according to _____.

Section 1. Eligible Owners.

A. *Entities Approved by the Town Council ("Approved Entities").* Any entity, approved by the Town Council, having a purpose of providing or administering affordable housing; provided that the entity agrees to continue to enforce the herein Eligibility Qualifications for owners, as well as the resale restrictions for owners with respect to whom a Unit may be sold and for what price.

B. *Qualified Buyers.* A Qualified Buyer is a person who meets all of the following Eligibility Qualifications. Asset Limits and Maximum Income Limits apply to a Qualified Buyer and his or her spouse and Dependents.

1. Eligibility qualifications:

a. Work in Gunnison County. The person is employed in Gunnison County.

b. Percentage of income in the County. Eighty percent (80%) of all his or her income is "earned income" in Gunnison County during the twelve (12) months prior to applying to qualify to purchase the Unit. Earned income shall be defined by the Internal Revenue Service (IRC S 32(c)(2) Earned Income (3/20/1995) or as it may be amended).

c. Land ownership. No person or his or her Dependents shall own an interest, alone or in conjunction with others, in any improved residential real estate except residential property which according to the terms of a deed restriction cannot be owner-occupied at the time of closing on the Unit. Improved residential real estate must be sold to an unrelated person or an

entity in which such person has no interest, prior to closing on the Unit. An owner of a fifty percent (50%) or less undivided interest in improved residential real estate may convey that interest to the other joint owner(s) with or without receiving consideration. Unimproved residential real property outside the Subdivision must remain unimproved during the time the Unit is rented in the Subdivision. If the unimproved land is improved with a residence, the owner must sell the Unit upon issuance of a Certificate of Occupancy on the other real property.

d. Residency. The person must reside in Gunnison County, Colorado, at the time a contract is signed.

e. Maximum income limit. The total maximum income limit for a qualified buyer, and his or her dependents shall depend upon the particular unit sought and shall be no greater than that set forth in Exhibit B.

f. Asset limits. The assets of a qualified buyer and his or her dependents shall not exceed four (4) times the maximum income limit for the unit, unless the qualified buyer or his or her dependents is/are a senior citizen aged fifty-nine and one-half (59½) or older, in which case the asset limit is one hundred fifty percent (150%) of four (4) times the maximum income for the unit based on the targeted household size for the unit identified in Exhibit B.

2. Exemptions from Eligibility Qualifications. A request for an exemption from the Eligibility Qualifications may be requested from the Town Council. Variations from the strict application of these Guidelines must be consistent with the intent of these Guidelines, and may be granted only upon a showing of unusual hardship, special circumstance or a compelling reason for the exemption.

a. A request for an exemption must be submitted in writing to the Town and shall include appropriate documentation in support of the exemption. The applicant shall submit any additional information reasonably requested by the Town, in support of such request.

b. The request shall be reviewed by the Town Council in a timely manner. Upon demonstration that an exemption is appropriate, the Town may grant the request, with or without conditions. The approval should not compromise the public good and should not substantially impair the intent and purpose of these Guidelines.

c. Examples of hardships, exceptional circumstances or compelling reasons include, but are not limited to:

1) A person who suffered from a major illness or accident and was unable to engage in any substantial gainful activity during the past year;

2) A person who temporarily left Gunnison County to attend college or other educational training;

3) A recently hired employee of the municipal government of Crested Butte or any other employee providing essential services to the Town;

4) Those who are certified as being unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to last indefinitely;

5) Those with federally recognized disabled dependents; or

6) Those persons who are court-appointed legal guardians with wards who are otherwise Qualified Buyers.

3. **Establishing Eligibility Qualifications.** To establish Eligibility Qualifications, the Town will request documentation that may include, but not be limited to:

- a. Copies of federal income tax returns;
- b. Verification of employment in Gunnison County (i.e., wage and tax statements);
- c. IRS Form W2;
- d. Completed, signed and dated Town application;
- e. A statement regarding the applicant's ownership of other real property;
- f. An affidavit by the applicant verifying the truth of the information provided;
- g. Landlord verification (proof of residency by physical address);
- h. Vehicle registration;
- i. Voter registration;
- j. Wage stubs;
- k. Employer name and address;
- l. Copy of a valid Colorado driver's license or Colorado identification card;
- m. Telephone number; and
- n. Any other verification deemed necessary by the Town.

4. **Town to make determination as to eligibility.** The Town shall make the final determination as to the Eligibility Qualifications of a prospective purchaser of a Unit.

5. **Mortgage loan co-signers.**

a. An individual other than a Qualified Buyer may co-sign, along with the Qualified Buyer, on a mortgage loan for the Unit. That individual may also appear on the title to the Unit.

b. If title to the Unit transfers solely to the co-signer, the Unit must be sold to a Qualified Buyer unless the co-signer meets all of the criteria for a Qualified Buyer at the time the title transfers. The Unit may not be occupied or rented prior to the sale.

Section 2. Procedures for Sale of the Unit.

The sale of the Units shall be in accordance with the procedures set forth below, except that where a conflict exists between the rules and regulations of other funding sources or Approved Entities, the rules and regulations of the funding sources or entities shall take precedence over these Guidelines, to the extent of the conflict only.

A. *Consulting Legal Counsel.* All purchasers and sellers are advised to consult legal counsel regarding examination of title, all contracts, agreements and title documents pertaining to the purchase or sale of property discussed herein. The retention of such counsel or such related services shall be at the purchaser's or seller's own expense.

B. *Sale of Units.* Upon a determination by the Town that a Unit is available for sale, the Town shall place an announcement in the legal publications section of the official newspaper of the Town announcing the address of the Unit for sale and information regarding where to obtain applications to purchase the Unit, or the Town Council may require that the owner convey the Unit directly to an Approved Entity. If the Unit is conveyed directly to an Approved Entity, these following selection procedures need not apply to such Approved Entity for the selection of a purchaser for such Unit, so long as the purchaser selected is a Qualified Buyer.

1. Applicants shall complete an application for the Unit, which application shall contain sufficient information for the Town to determine whether or not the applicant is a Qualified Buyer, including a letter from a lending institution stating that the applicant is qualified to borrow adequate funds to pay for the Unit.

2. Applicants will be notified in a timely manner by the Town as to whether he or she meets the Eligibility Requirements to be a Qualified Buyer. Applicants who have been determined not to be a Qualified Buyer may request an exemption from the Town Council.

3. Approved Entities may select Qualified Buyers pursuant to their own established rules and regulations, so long as the purchaser selected is a Qualified Buyer. Approved Entities may request exemptions from the Eligibility Qualifications as appropriate.

4. **Lotteries.** If more than one Qualified Buyer applies to purchase the Unit, lotteries shall be held to choose which Qualified Buyer will be offered the opportunity to purchase the Unit.

- a. **First lottery.** Qualified Buyers who meet the Target Household Size set forth in Exhibit B and who have also worked more than four (3) years in Gunnison County will receive top priority in the lottery process. A first lottery will be held for the Unit containing only the names of Qualified Buyers who meet the Target Household Sizes and who have also worked more than four (4) years in Gunnison County. Each such Qualified Buyer will receive the number of chances in the lottery as set forth in Table VIII-1 below.

- b. **Subsequent lotteries.** A Qualified Buyer who has worked more than four (4) years in Gunnison County but does not meet Target Household Size will receive second priority in the lottery process. A subsequent, separate lottery will be held for the Unit containing only the names of Qualified Buyers in the second priority, and each Qualified Buyer will receive the number of chances in the lottery as set forth in Table VIII-1, below.

Table VIII-1
Number of Chances in Lottery Based on Number of Years Worked in Gunnison County (For Those Applicants in the Second Priority Category — Those Who Have Worked in Gunnison County)

More Than 4 Years Prior to Application Date)

<i>Years Worked Category</i>	<i>Number of Chances</i>
More than 4 years, fewer than 8 years	5 chances
More than 8 years, fewer than 12 years	6 chances
More than 12 years, fewer than 16 years	7 chances
More than 16 years, fewer than 20 years	8 chances
More than 20 years	9 chances

c. Subsequent lotteries for people who have worked in Gunnison County more than one (1) year immediately prior to the lottery. If no Qualified Buyer applying for the Unit has worked in Gunnison County more than four (4) years, a subsequent, separate lottery will be held containing the name of a Qualified Buyer who has worked in Gunnison County more than one (1) year immediately prior to application for purchase. Each applicant will receive a single chance in that lottery.

d. Subsequent lotteries for people who have worked in Gunnison County less than one (1) year. If no Qualified Buyer applying for the Unit has worked in Gunnison County at least one (1) year, another subsequent, separate lottery will be held containing the name of a Qualified Buyer who has worked in Gunnison County immediately prior to application for purchase. Each applicant will receive a single chance in that lottery.

e. Maintaining a list of the chosen people. A list of the order in which names are chosen will be retained. In the event the first name drawn cannot complete the transaction, the next name chosen will be offered the opportunity to purchase the Unit. In the event the next name drawn cannot complete the transaction, the subsequent name chosen will be offered the opportunity to purchase the Unit, and so on, until a purchaser has been found for the Unit. Once a name has been drawn, on subsequent times the same name is drawn, that name will be discarded. The lottery shall continue until each applicant's name has been drawn.

f. Other guidelines concerning lotteries. Prior to any lottery, the date, time and place of the lottery will be published in the legal publications section of the official newspaper of the Town for at least one (1) week prior to the lottery. All lotteries will be administered by the Town Manager or his designated representative.

C. Procedures for Resale for Unit.

1. **Sellers shall sell to a qualified buyer.** Sellers must sell to a Qualified Buyer. If there are multiple interested Qualified Buyers the Town shall conduct a lottery.

2. **Qualified Buyers.** Subsequent Qualified Buyers must meet the same Eligibility Qualifications and be qualified in the same manner as initial applicants.

3. **Offering Unit for sale.** The Owner shall notify the Town of the intent to sell the Unit prior to advertising the Unit or listing it for sale. The Owner shall consult with the Town to confirm the correct Maximum Sale Price for the Unit prior to announcing the Unit for sale. The Owner shall list the Unit with the Town if a licensed transactional broker is available through the Town. If no transactional broker is available, the Seller may sell a Unit directly, or the Seller may list the Unit with a real estate broker licensed to do business in the State of Colorado. After

notifying the Town of the intent to sell the Unit, the Owner must also place an announcement in the legal publications section of the official newspaper of the Town, at the Owner's expense, containing:

- a. The address of the Unit;
- b. A statement that potential buyers must meet Town Eligibility Qualifications, or receive an exemption from the Town;
- c. The contact address for the Owner; and
- d. The offered sale price of the Unit, not to exceed the Maximum Sale Price, as established in Exhibit A.

4. **Determining the Maximum Sale Price.** The Maximum Sale Price for the Unit shall be calculated according to the appropriate formula set forth in Exhibit A.

6. **Town notification.** The owner shall submit to the Town the purchase contract and the documentation establishing the prospective purchaser's qualifications at least thirty (30) days prior to the scheduled closing. The Town shall, within fifteen (15) days of receipt of the purchase contract and prospective purchaser information, provide a letter to the owner and prospective purchaser indicating whether or not the prospective purchaser is an Eligible Owner as set forth in Subsection 1.A. hereof.

7. **Customary closing costs.** The Owner shall not permit the prospective purchaser to assume any or all of the seller's customary closing costs. The Owner shall not accept any other consideration which would cause an increase in the sales price of the Unit above the Maximum Sale Price, or for any other reason induce the owner to sell the Unit to a purchaser in violation of these Guidelines.

8. **No guarantees.** The Town does not represent or guarantee that the owner will obtain the Maximum Sale Price.

9. **Administration fees.**

a. If a licensed transactional broker is available through the Town, at the closing of the sale of the Unit, the owner will pay the Town an administration fee in an amount to be established by the Town. The amount shall not exceed two percent (2%) of the total sale price of the Unit. One-half (½) of the administration fee shall be paid by the seller at the time of listing, which is applied to the total administration fee payable at closing. The Town may instruct the title company to pay the balance of administration fees owed to the Town out of the funds available to the owner at the closing. In the event the owner fails to perform under the listing contract, rejects all offers at Maximum Sale Price in cash or cash-equivalent terms, or withdraws the listing after advertising has commenced, that portion of the administration fee paid will not be refunded. In the event the owner withdraws for failure of any bids to be received at Maximum Sale Price or with acceptable terms, the advertising and administrative costs incurred by the Town shall be deducted from the administration fee, and the balance refunded or credited to the owner's administration fee when the Unit is sold.

b. If a licensed transactional broker is not available at the Town, there will be no administration fees.

10. First right of refusal.

a. Offer of purchase/first right of refusal. No owner may sell the Unit or any interest therein except pursuant to the provisions of this Section. Any owner, except the Town, who receives, and intends to accept, a bona fide offer for the purchase of the Unit, shall give prompt written notice to the Town of the name and address of the proposed purchaser, the terms of the proposed transaction and other information as the Town may reasonably require. The owner shall thereupon offer to sell the Unit to the Town under the same terms and conditions. The giving of notice shall constitute a warranty and representation to the Town that such owner believes the offer to purchase to be bona fide in all respects.

b. Term of Town's right. Within twenty-four (24) days, beginning on and including the date of the actual receipt of such information, the Town shall have the right to purchase the noticed Unit on the same terms and conditions as contained in the original offer.

c. Exercise of right. In order to exercise its right of first refusal, the Town must, on or before the end of such twenty-four-day period, actually deliver to the owner a written commitment to purchase the noticed Unit. If the Town exercises its right to purchase the Unit, it shall contract with the offering owner to purchase the noticed Unit upon the same terms and conditions as contained in the noticed offer, or upon terms and conditions no less favorable to the offering owner. The Town shall also tender to the offering owner any down payment or deposit made under the noticed offer.

d. Nonexercise of right. If the Town does not exercise its right hereunder within the time period provided, the offering owner shall be free to accept and close upon the noticed offer. If the offering owner does not, within the period provided in the noticed offer, close the transaction on the terms and conditions contained therein, the offering owner shall be required to again comply with all of the terms and provisions of this Section in order to subsequently sell the Unit.

e. Failure to comply. Any sale of the Unit without full compliance with the terms and provisions of this Section may be voided at the election of the Town.

f. Certificate. After full compliance with this Section by an offering owner, and after the period of time provided for purchase by the Town has expired and the right of first refusal has not been exercised, the Town shall execute a certificate of record stating that the provisions of this Section have been met, and any right of first refusal vested with the Town has terminated.

g. Exceptions. The following transfers or conveyances are excepted from the provisions of this Section:

1) A transfer to, or purchase by, any mortgagee who acquires title as a result of foreclosure proceedings or conveyance in lieu thereof; and a transfer or sale by any such mortgagee after acquisition of the Unit by foreclosure or conveyance in lieu thereof.

2) A transfer or conveyance between or among co-tenants of the Unit, spouses, children or parents of owners (who must be Qualified Buyers).

3) A transfer or conveyance by gift, devise or inheritance or by operation of law.

Section 3. Ownership of units and maintaining eligibility for ownership.

All Unit owners, both initial and subsequent, must comply with the following requirements:

A, *Units Subject to Deed Restriction and Option to Purchase.* The Unit is subject to all terms and conditions contained in these Guidelines. It is also subject to the deed restriction recorded against the property.

B. *Occupancy.*

1. The Unit must be occupied by owners or by renters of Unit as their sole and exclusive residence, subject to the provision on Leaves of Absence described in Section 3.D. below.

2. The Crested Butte Town Manager shall be exempt from the requirement to occupy his or her unit as his or her sole and exclusive residence.

3. The Town Manager may temporarily suspend the requirement in Paragraph 1. above that units must be occupied by owners as their sole and exclusive residence, subject to the provision on Leaves of Absence described in Subsection 3.D.

a. The Town Manager may temporarily suspend the owner occupancy requirement in Paragraph 1. above when the Town Manager finds the following circumstances to be true:

1) An owner makes a written request to the Town to rent the Unit, for no more than six (6) months,

2) The Unit owner has been actively trying to sell the Unit for at least six (6) months, and

3) The owner has moved out of Gunnison County and does not intend to return.

b. Owner-occupied units that are rented when the owner has moved out of the County shall only be rented to Qualified Renters, as described in Section 4, Rentals, and such renters shall be qualified by the Town as described in Subsection 4.B.

c. Prior to the end of the six-month rental term, if the Unit has not been sold, the owner may request a second six-month rental term. At the end of the second rental term, the Unit may no longer be rented and, if the owner has not returned to live in the Unit, the Unit shall be sold to a Qualified Buyer as provided herein.

C. *Requalification.*

1. **Continuing compliance with eligibility qualifications.** The Town may conduct random audits and investigate complaints or reports of noncompliance at its discretion. The Town may require an owner to demonstrate that he/she complies with all applicable Eligibility Qualifications. If the owner fails to meet the applicable Eligibility Qualifications or ceases to use the housing as his or her sole and exclusive place of residence (subject to the provisions on Leaves of Absence), the Unit shall be sold to a Qualified Buyer as provided herein. In the event that title to a Unit vests by descent in individuals and/or entities who are not Qualified Buyers, the Unit shall be offered for sale and shall be sold to a Qualified Buyer within one (1) year after the Town notifies the owner of

the obligation to sell. In the event a Unit is required to be sold pursuant to this Section, the Unit may not be occupied or rented prior to the sale.

2. **Exceptions to complying with eligibility qualifications.** Each owner shall continue to comply with the applicable Eligibility Qualifications except for the following:

a. Maximum Income Limits and Asset Limits.

b. An owner who reaches the age of fifty-nine and one-half (59½) years and/or otherwise demonstrates retirement from full-time work need not continue to comply with the following Qualified Buyer requirements: work in Gunnison County, and percentage of income in the County.

D. *Leaves of Absence.*

1. **Requests for Leaves of Absence.** An owner may request written approval from the Town for a Leave of Absence for up to one (1) year, or, in the Town's discretion, up to one (1) additional year. Leaves of Absence may not exceed two (2) years in any ten-year period. Leaves of Absence may be granted upon convincing evidence that the owner has a bona fide reason for leaving and a commitment to return to live in the Unit.

2. **Renting a unit during a Leave of Absence.** The Unit may be rented if an owner has requested and received, in writing, permission from the Town for a Leave of Absence, and additional permission to rent the Unit during the period of the absence.

3. **People to whom units may be rented.** When an owner has been granted a Leave of Absence, the owner's Unit may only be rented to those who meet the Eligibility Qualifications of a Qualified Renter as set forth herein.

4. **Rental rates.** When an owner has been granted a Leave of Absence, the maximum rental rate for any Unit shall be no more than the sum of:

a. The monthly mortgage principal and interest payment; plus

b. Condominium or townhouse fees; plus

c. Utility costs remaining in the owner's name; plus

d. Taxes and insurance prorated on a monthly basis; plus

e. Up to three percent (3%) of the monthly principal and interest payment per month.

E. *Roommates Occupying a Unit With Owner.* Roommates need not meet Eligibility Requirements.

Section 4. Grievance Procedures.

A grievance may be presented to the Town under the following procedures.

A. *Filing a Grievance.* Any grievance must be presented in writing to the Town. It may be simply stated, but shall specify:

1. The particular ground(s) upon which it is based;
2. The action requested; and
3. The name, address, telephone number of the complainant and similar information about his or her representative, if any.

B. *Hearing.*

1. If a grievance cannot be resolved by the Town, a hearing before the Town Council may be requested in writing by the complainant. Upon receipt of the written request, a hearing must be scheduled within twenty (20) days unless waived by the complainant.

2. The complainant and the Town shall have the opportunity to examine and, at the expense of the requesting party, to copy all documents, records and regulations of the Town that are relevant, before the hearing.

3. The complainant and the Town have the right to be represented by counsel. All costs and expenses incurred by a complainant in prosecuting any complaint or grievance shall be said complainant's sole responsibility and shall not be the responsibility of the Town irrespective of the outcome of said complaint or grievance.

C. *Decision.* Based on the record of proceedings, the Town Council will provide a written decision upon request and include the reasons for its determination. The decision of the Town Council shall be binding on the complainant and the Town, except in such cases where an appeal to a court of competent jurisdiction is requested. The parties shall take all reasonable actions necessary to carry out the decision except in cases where the decision of the Town Council is appealed to a Court.

Section 5. Default/Breach/Enforcement.

A. *Procedure for Violation, Default or Breach.* If a violation, default or breach is alleged, the Town shall send a notice of such to the owner detailing the nature of the violation and allowing the owner or renter fifteen (15) days to determine the merits of the allegations or to correct the violation. In the event the owner or renter disagrees with the allegation of violation of these Guidelines and the matter cannot be settled informally with the Town, the owner or renter may request, in writing, a hearing before the Town Council. If the owner or renter does not request a hearing or the violation is not cured within the fifteen-day period, the owner shall be considered in violation of these Guidelines.

1. **Hearing.** The hearing described above shall be scheduled within twenty (20) days of the date of the receipt of a written request for a hearing. At any such hearing, the complainant and the Town may be represented by counsel and may present evidence on the issues to be determined at the hearing. An electronic record of the hearing shall be made and the decision of the Town Council shall be a final decision, subject to judicial review.

2. **Effect of noncompliance.** In the event a Unit is sold and/or conveyed, or utilized in any way without compliance with the terms of these Guidelines, such sale and/or conveyance shall be wholly null and void and shall confer no title whatsoever upon the purported buyer. Each and every conveyance of a Unit for all purposes shall be deemed to include and incorporate by this reference all terms herein contained.

3. **Enforcement options.** In the event an owner fails to cure any breach of the terms, requirements and conditions set forth in these Guidelines, the Town may resort to any and all legal and/or equitable actions, including but not limited to specific performance of these Guidelines, injunction, abatement or eviction, and if the Town substantially prevails in such action, it shall be entitled to an award for its attorney fees and costs.

Section 6. Scrivener's Error.

In the event that any scriveners or other clerical error is found in these Guidelines, the Town may correct said scriveners or other clerical error by memorandum recorded in the real property records of Gunnison County, State of Colorado. Said corrective memorandum shall not require the approval of the Town Council.

Exhibit A

Maximum Sale Price

The Unit may not be sold for an amount in excess of the Maximum Sale Price. The Maximum Sale Price will be established using the date the Seller notifies the Town of the Seller's intent to sell the unit as the termination point for appreciation calculations. The initial Maximum Sale Price shall be determined by the Town Council.

1. In no event shall the Maximum Resale Price be in excess of the lesser of
 - (a) The latest purchase price of record plus an increase of three percent (3%) of such price per year from the date of purchase to the date of the Owner's notice of intent to sell.
 - (b) The latest purchase price of record multiplied by the change in CPI from the date of purchase to the date of the Owner's notice of intent to sell. This amount is added to the Owner's original purchase price of record to calculate the Maximum Re-Sale Price.
 - (c) Allowed and approved permitted subsequent improvements shall utilize the above-employed calculation methodology for calculation of appreciation on such improvements. This appreciation shall be calculated beginning with when the improvements were completed and calculated to the date of the Owner's Notice of Intent to sell.

2. **Permitted subsequent improvements.** The costs of permitted subsequent improvements are permitted to be included in the Maximum Sale Price of a Unit in order to allow owners to be reimbursed for enhancing the value of their Unit through improvements that require Town building permits (and the cost of decks less than eighteen [18] inches high, which are included as permitted subsequent improvements, but do not require a building permit).
 - a. Permitted subsequent improvements include only the following permitted, permanent, durable improvements to real property, for which receipts must be provided to the Town and for which a Town building permit has been issued (and the cost of decks no greater than eighteen [18] inches high, for which a building permit is not required and major landscaping [see below]). Improvements include the cost of materials and labor (The cost of labor cannot exceed the cost of materials.):
 - 1) Improvements or fixtures erected, installed or attached as permanent, functional, nondecorative improvements to real property, excluding repair, replacement and/or maintenance improvements;
 - 2) Improvements for energy and water conservation;
 - 3) Improvements for health and safety protection devices;
 - 4) Improvements to add and/or finish permanent/finished storage space;
 - 5) Improvements to finish unfinished space;
 - 6) The cost of adding decks and balconies and any extensions thereto;

7) Tap fees;

8) Building permit fees;

9) Major landscaping, such as trees, bushes sidewalks and structures, but not bedding plants or annual flowers, after the initial improvements (after the initial CO); and/or

b. Permitted subsequent improvements shall not include the following:

1) Upgrades/replacements of appliances, plumbing and mechanical fixtures, carpets and other similar items included as part of the original construction of the Unit;

2) Improvements required to repair, replace and maintain existing fixtures, appliances, plumbing and mechanical fixtures, painting, floor coverings, floor tile and other, similar items; and/or

3) Upgrades or addition of decorative items, including lights, window coverings, floor tile, carpeting and other similar items.

c. All permitted subsequent improvement items and costs shall be approved by the Town prior to being added to the Maximum Sale Price as defined in these Guidelines and must be documented with receipts.

3. Maximum sale price does not include:

a. Taxes and insurance;

b. Homeowners' or condominium association fees;

c. Maintenance costs;

d. Loan points or origination fees;

e. Property taxes;

f. Water and sewer fees (both availability of service fees and monthly service fees);

g. Construction loan interest and permanent mortgage interest;

h. Special improvement district assessments;

i. Crested Butte real estate transfer tax; or

j. Costs for which no receipts are provided.

Exhibit B

Maximum Income Limits and Target Household Sizes

The Maximum Income Limit and Target Household Size for this Unit is listed below. AMI is based upon Household Size (the Qualified Buyer or Qualified Renter plus his or her Dependents).

The Unit shall be owner-occupied.

Maximum Income Limits and Target Household Sizes

<i>Block 77 Unit</i>	<i>Maximum Income Limit</i>		<i>Target Household Size</i>
4B	80% of AMI		1 person household

J. D. BELKIN & ASSOCIATES, LLC

ATTORNEYS AT LAW

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303.888.1812 (M)

MEMORANDUM

*****Non Attorney-Client Privileged and Confidential Communication*****

TO: Town Council

FROM: John D. Belkin, Town Attorney

CC: Todd Crossett, Town Manager

RE: Resolution No. 10, Series 2014 – Creating an Entertainment District

DATE: August 22, 2014

- Enclosed in your Town Council meeting packets is Resolution No. 10, Series 2014 creating the Entertainment District adjoining the Elk Avenue business corridor between First and Fourth Streets pursuant to C.R.S., § 12-47-301. These resolutions establish the Entertainment District and its boundaries.
- As is set forth in the ordinance creating the regulations for the Entertainment District, Ordinance No. 10, Series 2014, also in your meeting packets set forth public hearing, the common consumption area is approved by separate action of the Town Council acting as the Local Licensing Authority.
- **RECOMMENDED ACTION:**
 - Assuming that the Town Council has approved Ordinance No. 10, I recommend that you adopted the resolutions.
 - If the Town Council continues Ordinance No. 10, then the Town Council should likewise table discussion of the resolutions to the same date.
 - If, however, the Town Council does not adopt Ordinance No. 10, then there is no reason to discuss the resolutions.
- Please call me if you have any questions or otherwise regarding the topics addressed in this memorandum. Thank you.

RESOLUTION NO. 10

SERIES NO. 2014

**RESOLUTIONS OF THE CRESTED BUTTE TOWN
COUNCIL CREATING AN ENTERTAINMENT
DISTRICT AUTHORIZED BY C.R.S., § 12-47-301**

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

WHEREAS, the Town staff has researched creating an “Entertainment District” authorized by C.R.S., § 12-47-301 adjoining the Elk Avenue business corridor between First and Fourth Streets;

WHEREAS, creating an Entertainment District would allow the consumption of alcoholic beverages in a common consumption area if the Town Council, acting as the Local Licensing Authority under Colorado law, authorizes the same;

WHEREAS, based on its research in creating an Entertainment District, the Town staff has recommended that the Town Council create such an Entertainment District between First and Fourth Streets in order to allow the consumption of alcohol in a common consumption area for certain special events and other functions planned by the taverns, hotels, restaurants and brew pubs in Crested Butte;

WHEREAS, the Town Council, upon Town staff recommendation, has proposed an Entertainment District on the Elk Avenue business corridor between First and Fourth Streets that is less than 100 acres and has at least 20,000 square feet of adjacent premises licensed as taverns, hotels, restaurants and brew pubs;

WHEREAS, the Town Council finds that the creation of an Entertainment District on the Elk Avenue business corridor between First and Fourth Streets will enhance the community’s quality of life and opportunities to engage in more activities, uses, events and socializing in the historic downtown and will enhance the economic vitality of downtown retail shops, taverns, hotels, restaurants, brew pubs and other businesses; and

WHEREAS, for the foregoing reasons, the Town Council’s creation of an Entertainment District on the Elk Avenue business corridor between First and Fourth Streets is in the best interest of the health, safety and welfare of the residents and visitors of Crested Butte.

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 creating an Entertainment District on the Elk Avenue business corridor between First and Fourth Streets is in the best interest of the health, safety and welfare of the residents and visitors of Crested Butte for the reasons described in the recitals set forth above.

2. **Creation of Entertainment District.** An Entertainment District under C.R.S., § 12-47-301 is hereby established with borders shown in the map thereof attached hereto as **Exhibit “A”** for with a metes and bounds description as follows:

From the southeast corner of Lot 12 of Block 29 of the Town’s Public parking lot continuing east through the alleys of Block 28 and Block 27 to the intersection of the alley and Fourth Street, thence north along the right-of-way of Fourth Street to the intersection of the northeast corner of Lot 32 of Block 22 and the alley, thence west along the alley of Block 22 and Block 21 crossing Coal Creek to the intersection of the alley located in Block 20 and the northwest corner of Lot 22 of Block 20, thence south along the border of Lot 22 of Block 20 across Elk Avenue, thence along the easterly border of Lot 12 of Block 29 of the Town’s public parking lot to the point of beginning.

The official map of the Entertainment District shall be keep for reference in the office of the Town Clerk.

3. **Repeal of Resolutions.** The Town Council hereby repeals all resolutions or parts of resolutions in conflict with this resolution, but only to the extent of such inconsistency.

4. **Effective Date.** These resolutions shall be effective upon adoption

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL
THIS ___ DAY OF _____, 2014.

TOWN OF CRESTED BUTTE

By: _____

Aaron J. Huckstep, Mayor

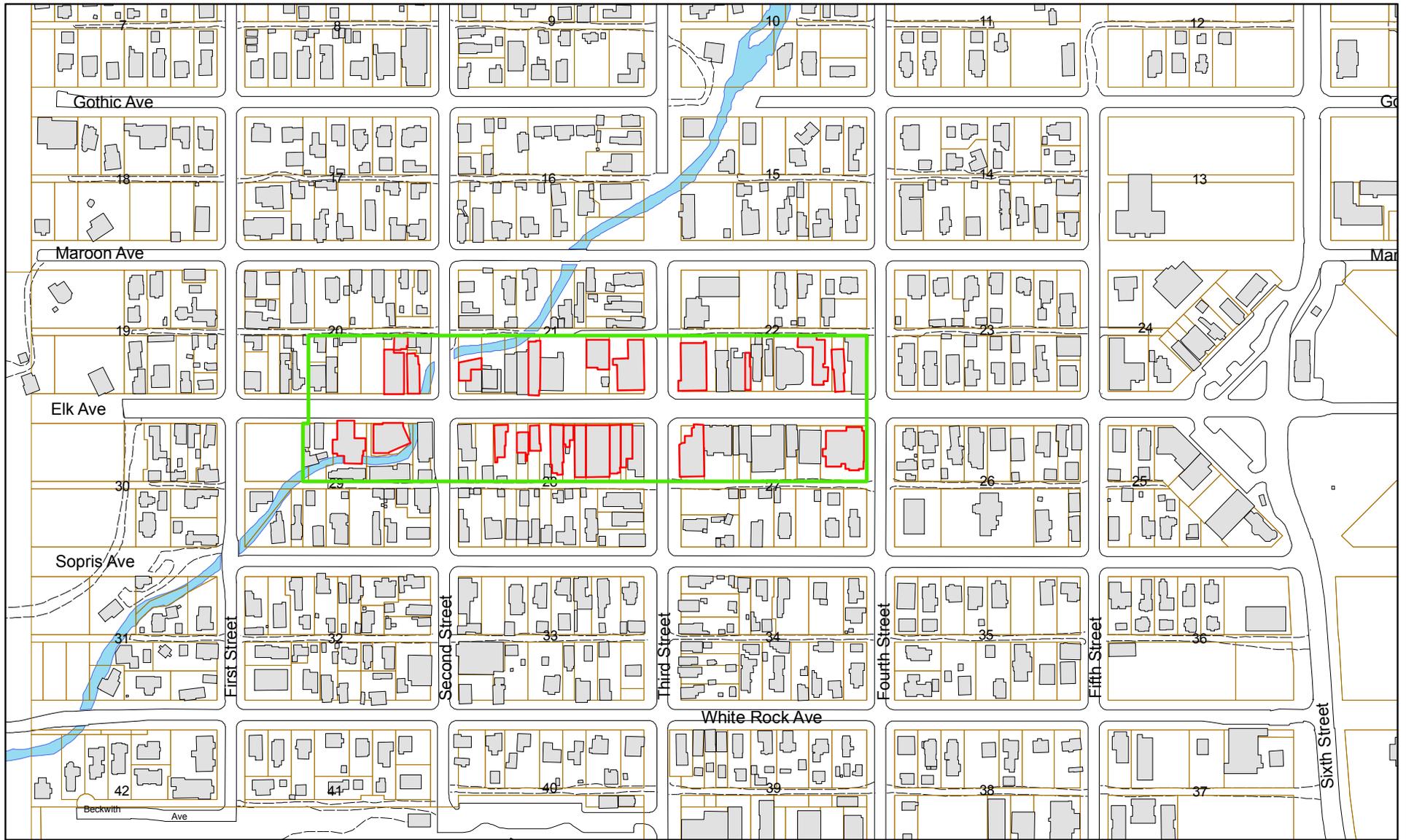
ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

(attach Entertainment District map here)



ENTERTAINMENT DISTRICT Town of Crested Butte, CO

- | | | | | | |
|---|---|---|-------------------|--|---------------|
|  | Entertainment District |  | Parcel Boundaries |  | Coal Creek |
|  | Businesses that serve beer/ wine/ spirits |  | Paved Roads |  | Unpaved Roads |
|  | Buildings | | | | |



Date: July 18, 2014

Filename: C:/project/AB_2014/entertainment_dist.mxd



Staff Report

August 25, 2014

To: Mayor and Town Council
From: Michael Yerman, Town Planner
Subject: Ordinance 2014, 11- Signs on Public Property
Date: August 25, 2014

BACKGROUND:

The Town has had conversations to create trail kiosks with both the Nordic Center and the Crested Butte Mountain Bike Association. At this time, the Land Use Code does not address the placement of these signs or other future requests. This ordinance will create provisions to allow these organizations to process sign requests on public property. This process should help coordinate efforts for summer and winter trail users.

The review procedure will be the same required for sign permits and require the BOZAR chair and the Building Inspector to review and approve the sign proposal. It is particularly important for signs located in the historic core to be review. Possible locations include at the four-way and Big Mine Park where the Town would want the kiosk to fit the historic context of its location.

There will be ongoing maintenance costs and possibly staff time to change out sign panels if they serve a multi-use function or for their installation. This ordinance allows staff to review applications and make the appropriate arrangements with the applicants to ensure the success of these signs in the future.

RECOMMENDATION:

Staff would suggest approving the first reading of Ordinance 2014-11 and set the public hearing for September 2, 2014.

RECOMMENDED ACTION:

Staff recommends a motion “to approve Ordinance 2014-09 setting the public hearing for September 2, 2014.”

ORDINANCE NO. 11

SERIES 2014

AN ORDINANCE AMENDING CHAPTER 16, ARTICLE 18 OF THE CRESTED BUTTE MUNICIPAL CODE TO INCLUDE REGULATIONS FOR THE ALLOWANCE OF SIGNS ON PUBLIC PROPERTY WHERE CERTAIN CONDITIONS ARE MET

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

WHEREAS, Chapter 16, Article 18 of the Crested Butte Municipal Code (the “**Code**”) contains limitations and requirements for the placement of signage;

WHEREAS, the Town staff has recommended amending the Code to allow signs on public property and on public rights-of-way where certain conditions are satisfied;

WHEREAS, the Town Council finds that allowing signs on public property and on public rights-of-way where certain conditions are satisfied could assist the users of such signs, without adversely impacting the effected public property and public rights-of-way and any neighboring properties; and

WHEREAS, the Town Council finds that amending the Code to allow signs on public property in public rights-of-way in accordance with the below is in the best interest of the health, safety and general welfare of the residents and visitors of the Town.

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

Section 1. Amending Chapter 16, Article 18 to Add a New Subsection 16-18-90. A new Section 16-18-90 is added to the Code that shall read as follows:

“Sec. 16-18-90. Signs on public property.

Signs not specifically exempt in subsections 16-18-20 (1), (21), (22) and (25) that are located on public property or in a public right-of-way are subject to the following regulations:

(1) Permitting and approval of signs are subject to Section 16-18-10 and Section 16-18-100. Conditions may be applied to the placement of a sign on public property including but not limited to the duration of the use, the maximum size, height and the lighting.

(2) Sign content should be instructional or informative for the benefit of the general public.

(3) No signs on public property may be used for the purpose of advertising a particular business or organization at an alternative location. Logos of organizations may be permitted for identification purposes as long as they are minimal in size and not the primary message being conveyed by the sign.

(4) Signs shall be primarily constructed with wood or metal components. The use of synthetic materials is permitted for attached boards, maps, or messages.

(5) Signs shall use earth tone color schemes.

(6) Changeable content of the sign shall be reviewed and approved by the Building Official or his designee.

(7) Signs may be approved by the Board accordance with Section 16-18-70 with the consideration of the architectural appropriateness of a proposed structure.

(8) If a lease or other property right is required for the sign post or location it shall be approved first by the Town Council.”

Previous Section 16-18-90 is hereby renumbered to be Section 16-18-100 and shall remain unchanged.

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

Section 3. **Savings Clause.** Except as amended hereby, the Crested Butte Municipal Code, as amended, shall remain valid and in full force and effect. Any provision of any ordinance previously adopted by the Town which 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 _____, 2014.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS __ DAY OF _____, 2014.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Aaron J. Huckstep, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]



Staff Report

August 25th, 2014

To: Mayor and Town Council
Thru: Todd Crossett, Town Manager
From: Janna Hansen, Parks and Recreation Director
Subject: Tennis Court Replacement Project- Renner Sports Bid Award

BACKGROUND: On February 18, 2014 the Town Council adopted Ordinance No. 2 supporting the grant application for local parks and outdoor recreation from the state board of the Great Outdoors Colorado Trust Fund (GOCO). On July 7, 2014 the Town Council accepted a GOCO grant award in the amount of \$191,227.00. In the July 10, 2014 edition of the Crested Butte News, the Parks and Recreation Department published a Request for Proposal for design/build bids for the Tennis Court Replacement Project. The RFP was also posted on the Town of Crested Butte website. The Parks and Recreation Department held a bid opening at 10:30 AM on Thursday, July 31st, 2014, at which time a single bid was received and publicly read aloud.

SUMMARY: The RFP asked bidders to provide cost estimates for the design and construction of a post-tensioned concrete slab for three tennis courts with equipment. The estimate for this work as submitted to GOCO was \$202,000. Renner Sports bid came in at \$212,358. References were called and after a meeting with a Renner Sports representative on August 13, 2014, it was determined that the bid amount is acceptable and Renner Sports is qualified to perform the requested work.

RECOMMENDATION: Staff recommends awarding the Tennis Court Replacement Project to Renner Sports not to exceed \$240,000.

Proposed Motion: I move to award the Tennis Court Replacement Project to Renner Sports, in an amount not to exceed \$240,000.

**STANDARD DESIGN/BUILD AGREEMENT
FOR THE Town of Crested Butte Tennis Court Reconstruction Project**

THIS AGREEMENT is entered into this ____ day of _____, 20__, by and between _____ (hereinafter, "Design/Builder"), a(n) corporation/partnership/ joint venture/individual [**CHOOSE ONE**] organized pursuant to the laws of the State of _____ and located at _____ and the **TOWN OF CRESTED BUTTE** (hereinafter, "Town"), a home-rule municipality organized pursuant to the laws of the State of Colorado, located at 507 Maroon Avenue, P.O. Box 39, Crested Butte, Colorado 81224, provides that the Design/Builder and Town, in consideration of the mutual covenants hereinafter set forth, agree as follows:

The Parties agree that, in any section in which the Design/Builder prepares any document for "the approval of the Town," such approval does not mean that Town is responsible for the accuracy, thoroughness, or judgment contained in the document. The Town does not waive the right to hold the Design/Builder responsible for the accuracy, thoroughness, or judgment expressed in the document, as it is expressly agreed by the Parties that the Town is relying on the expertise of the Design/Builder

This Agreement is expressly contingent upon the approval of the Town of s Crested Butte Town Council of all of the terms set forth herein. In the event this Agreement is not approved in its entirety by Town Council neither Party shall be bound to the terms of this Agreement.

ARTICLE I

GENERAL PROVISIONS AND DEFINITIONS

1.1 General Intent. The intent of the Parties is to provide for the design and completed installation of tennis courts at Town Park (the "Improvements"). The Improvements are to be constructed using a design/build approach, free of defects in design and constructed in a workmanlike manner. The design and construction of the Improvements (the "Work") is to be completed for the Contract Sum set forth in paragraph 11.1 of this Agreement (unless modified by a duly approved Change Order(s)). The parties intend that the chronology by which the Improvements shall be constructed is as follows:

- .1 Submission of a Proposal, Preliminary Design and any Minimum Performance Standards for the Improvements by Design/Builder in response to the Town's Request for Proposal;
- .2 Town will issue Notice of Award;
- .3 Design/Builder shall execute the Agreement, provide fully executed bonds in the

form required by the Town, and insurance certificates; and shall deliver them to the Town;

- .4 Pre-Design/Build meeting held to submit proposed schedule of values and schedule of payments to the Town, and receive Notice to Proceed with Design from Town;
- .5 Submission of Final Project Design Drawings and Specifications and Construction Documents by Design/Builder, and approval thereof by the Town;
- .6 Submission by the Town to Design/Builder of the Notice to Proceed with Construction;
- .7 Preconstruction conference and submission of estimated progress and payment schedules;
- .8 Commencement of construction of the Work;
- .9 Substantial Completion of construction of the Work; and
- .10 Final acceptance of the Work by the Town and Final Payment for Design/Builder.

1.1.1 The Contract Documents consist of this Agreement, the Request for Proposals, the Instructions to Proposers, Notice of Award, Notice to Proceed, Special Conditions, Addendum, Specifications, Change Orders, Insurance Certificates, Tax-Exempt Certificates, the Design/Builder's Proposal, Preliminary Design, and Minimum Performance Standards to be attached as Attachment 1, the Final Project Design Drawings and Specifications to be attached as Attachment 2, the Construction Documents to be attached as Attachment 3, the completed and executed Payment and Performance Bonds in substantially the same form as provided by the Town to be attached as Attachment "4," and any Modifications issued after execution of this Agreement. A Modification is a Change Order or a written amendment to this Agreement signed by both Parties.

The Contract Documents also include: _____ [if others] _____. These form the Agreement and are as fully a part of the Agreement as if attached to this Agreement or repeated herein.

1.1.2 The Project is the total design and construction of the Improvements for which the Design/Builder is responsible under this Agreement, including all of the technical, administrative, professional design, construction, and other labor, all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources necessary to provide such design and construction.

1.1.3 The Work comprises the completed construction of the Project and, unless otherwise provided in the Contract Documents, the Design/Builder shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities,

transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

1.1.4 Underground Utilities means any below ground line, structure, facility or installation used by a utility or service provider including, but not limited to, telephone company lines, cable and conduit; cable television lines, cable and conduit; internet lines, cable and conduit; sewer lines and water lines, including individual sewer and water service lines; stormwater lines; gas lines; electrical lines, cables and conduit; and traffic signal lines, cable and conduit.

1.2 Further Intent. It is the further intent and agreement of the Parties that:

1.2.1 The completed Improvements shall meet the Minimum Performance Standards and Final Project Design Drawings and Specifications prepared by Design/Builder and approved by the Town.

1.2.2 The Design/Builder shall be solely and exclusively responsible for the proper design and workmanlike construction of the Improvements.

1.3 Service of Process. Design/Builder's registered agent for service of legal process in the State of Colorado is _____, whose address is _____ . Such agent for service shall be maintained at a minimum for a period of two (2) years following the Date of Substantial Completion of the Improvements. Design/Builder shall provide the Town with immediate written notice of any change to its registered agent.

1.4 Execution, Correlation and Intent.

1.4.1 This Agreement shall be signed in not less than duplicate by the Town and Design/Builder.

1.4.2 It is the intent of the Town and Design/Builder that the Contract Documents include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent with and is reasonably inferable from the Contract Documents as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.5 Ownership and Use of Documents.

1.5.1 All drawings and specifications prepared during the design, development and construction phases, but which are not included in the Contract Documents incorporated into the Agreement between the Town and the Design/Builder (drawings and specifications prepared by Design/Builder, but excluded from the project prior to the establishment of the Contract Sum) shall remain the property of the Design/Builder.

1.5.2 All other drawings and specifications prepared pursuant to this Agreement (drawings and specifications which become a part of the Contract Documents incorporated into the Agreement between the Town and Design/Builder) shall be the joint property of the Town and Design/Builder, provided, however, the rights of ownership shall be limited as follows:

1.5.3 The Town may utilize the drawings and specifications with respect to construction, maintenance, repair and modification of the Project.

1.5.4 The Town may utilize the drawings and specifications with respect to another project if: (a) the Town engages the Design/Builder to perform design/build services with respect thereto at a fee to be negotiated, or (b) the Town engages another licensed design/builder with respect to said project and agrees to hold the Design/Builder harmless and indemnify the Design/Builder from any claims arising out of Town's subsequent use of said drawings and specifications.

1.5.5 Design/Builder may utilize any of the constituent parts of the drawings and specifications on any other project, except for any unique or distinctive architectural components or effects which taken independently or in combination would produce a project with substantially similar and distinctive features.

1.5.6 Design/Builder shall provide the Town with a complete set of as-built drawings and specifications depicting the project as modified during construction in both electronic and print form.

1.5.7 Submission or distribution of the drawings and specifications to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Design/Builder's rights.

ARTICLE II

SCOPE OF WORK

2.1 The Work. The Work to be performed by the Design/Builder includes all design, engineering, procurement, construction, labor, supervision, testing, training, and other services, equipment, systems and materials provided or to be provided by Design/Builder necessary to achieve final acceptance of the Improvements in accordance with this Agreement.

2.2 Design and Construction. Design/Builder will design and construct the Improvements and otherwise perform the Work in accordance with this Agreement. In furtherance of the foregoing, Design/Builder shall, in addition to its other obligations set forth in this Agreement, at its own cost and expense, (subject to reimbursement pursuant to Article XI), perform all of the following:

2.2.1 Perform and prosecute the Work using methods and equipment that are accepted as prudent electrical, mechanical and civil engineering practice and operations;

2.2.2 Design and operate all equipment lawfully and with safety, dependability, efficiency and

economy in each case using qualified and competent and, where necessary, licensed personnel;

2.2.3 Provide all construction materials, equipment, and supplies;

2.2.4 Arrange for complete handling, storing, insuring, transporting and delivery of all materials, equipment and construction equipment, including inspection, expediting, shipping, unloading, receiving, customs clearance and claims;

2.2.5 Obtain, to the extent permitted by law, waivers of lien from all subcontractors, vendors and suppliers as of the date of Final Payment under paragraph 11.10;

2.2.6 Provide as-built drawings of the completed Improvements in both electronic and print form, and copies of all reports, studies and test results performed in connection with the Work along with a set of mylar reproducible sheets;

2.2.7 Designate a contact person reasonably acceptable to the Town who will have full responsibility for the prosecution of the Work and will act as a single point of contact and agent in all matters on behalf of Design/Builder; provided that Design/Builder shall not change the contact person or any other key member of Design/Builder's project staff without the prior written consent of the Town which shall not be unreasonably withheld;

2.2.8 Remove from the Site and maintain the Site free of waste material and rubbish, and clear the Site of temporary structures, surplus material, equipment and tools prior to the date of final acceptance;

2.2.9 Provide such data, reports, certifications, opinions of counsel and other documents or assistance as may be reasonably requested by the Town, provided, however, that the provision of this information shall not in any manner diminish Design/Builder's rights or obligations under any other provision of this Agreement.

2.2.10 Cooperate with the Town in the review of the design and construction of the Work, the conduct of inspections and other matters relating to the Work; and

2.2.11 In the event of a dispute under this Agreement, grant to the Town all audit rights with respect to all documentation pertaining to such dispute which the Town shall reasonably request.

2.3 This Agreement and Other Contract Documents. The term "this Agreement" includes all the provisions of this document and all other Contract Documents, including all Attachments, Appendices, Amendments, Supplements and Modifications thereto, including all Change Orders approved in accordance with the terms of this Agreement.

2.4 Site. The term "Site" means the property on which the Improvements are to be constructed, located at the Town Tennis Court Complex on Sixth Avenue, Crested Butte, Colorado, and all structures and grounds appurtenant or reasonably related thereto.

2.5 Strict Privity of Contract. Nothing in this Agreement shall be construed as creating any

contractual relationship of any kind between the Town and any subcontractor, consultant or vendor retained by the Design/Builder, or any other person other than the Design/Builder.

2.6 No Third Party Beneficiaries. Nothing in this Agreement shall be construed as creating any third party beneficiary rights or status to any third party and the Town and Design/Builder expressly disclaim any intent to create any such third party beneficiary rights or status by this Agreement.

2.7 No Discrimination. In connection with the execution of this Agreement, the Design/Builder shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, sex, national origin, or disability. Such actions shall include, but not be limited to the following: employment; upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Design/Builder represents that it will require a similar affirmation of nondiscrimination in any contract it enters into with a subcontractor as part of the execution of this Agreement.

ARTICLE III

TOWN

3.1 The Town shall designate a representative authorized to act on the Town's behalf with respect to the Project. The Town or such authorized representative shall promptly render decisions as needed to avoid delay in the orderly progress of the Work.

3.2 The Town may appoint an on-site project representative to observe the Work and to have such other responsibilities as the Town and Design/Builder agree in writing from time to time. The appointment of such representatives is for the exclusive benefit of the Town and not the Design/Builder.

3.3 The Town shall cooperate with the Design/Builder in securing building and other permits, licenses and inspections.

3.4 If the Town observes or otherwise becomes aware of a fault or defect in the Work or nonconformity with the Final Project Design Drawings and Specifications, Construction Documents or other Contract Document, the Town shall give prompt written notice thereof to the Design/Builder. Nothing herein shall be construed as creating any duty on the part of the Town to observe or discover defects in the Work.

3.5 The Town shall furnish required information and services and shall promptly render decisions pertaining thereto to avoid delay in the orderly progress of the design and construction.

3.6 The Town shall, at the request of the Design/Builder and upon execution of this Agreement, provide a certified or notarized statement of funds available for the Project and their source.

3.7 The Town shall communicate with Design/Builder's contractors and subcontractors only

through the Design/Builder.

3.8 Unless otherwise provided in the Contract Documents, the Town shall not be responsible to provide water, heat, and utilities necessary for the performance of the Work. Design/Builder has inspected the Site and has determined the existing utilities are adequate for the performance of the Work as contemplated by this Agreement, or has made arrangement to provide the necessary utilities at Design/Builder's sole expense.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES REGARDING DESIGN/BUILDER'S KNOWLEDGE AND CAPACITY

4.1 Warranties of Knowledge and Capacity Town. In addition to all other representations, warranties and covenants set forth in this Agreement, the Design/Builder represents, warrants and agrees that:

4.1.1 It has the required authority, ability, skills and capacity Town to, and shall perform the Work in a manner consistent with this Agreement.

4.1.2 It has inspected the Site and surrounding locations, including both surface and subsurface conditions, to the extent it deems necessary in accordance with prudent engineering practices, for performing its obligations under this Agreement, and is familiar with the physical requirements of the Work and accepts them for such performance.

4.1.3 It has knowledge of all of the legal requirements and business practices in the State of Colorado that must be followed in performing the Work and the Work shall be performed in conformity with such requirements and practices. The Improvements can and shall be built in conformity with all relevant building codes.

4.1.4 Substantial Completion of the Improvements and all Work can be achieved by the Guaranteed Completion Date and for the Contract Sum.

4.1.5 Design/Builder is a corporation duly organized, validly existing and in good standing under the laws of the State of its incorporation and has all requisite power to own its properties and assets and carry on its business as now conducted or proposed to be conducted and Design/Builder is duly qualified, registered to do business and in good standing in the State of Colorado and in all other jurisdictions where necessary in light of the business and properties it conducts and owns and intends to conduct and own.

4.1.6 The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action and do not and will not (a) require any consent or approval of the board of directors or any shareholders of Design/Builder or any other person that has not been obtained and each such consent and approval that has been obtained is in full force and effect or (b) result in a breach of or a default under the certificate of incorporation or bylaws of Design/Builder or any indenture,

loan, or credit agreement or other material agreement or instrument to which Design/Builder is a party or by which its properties and assets may be bound or affected.

4.1.7 This Agreement constitutes the legal, valid and binding obligations of Design/Builder enforceable in accordance with its terms.

ARTICLE V

DESIGN OF PROJECT

5.1 Qualifications. Design services shall be performed by qualified architects, engineers and other professionals.

5.2 Liability for Design Errors. The Design/Builder shall be responsible to the Town in contract and tort for acts and omissions of the Design/Builder's employees, subcontractors, agents, and parties in privity of contract with the Design/Builder for all design elements of the Project, including the design of the Improvements.

5.3 Minimum Performance Standards. The Design/Builder and the Town shall agree upon any Minimum Performance Standards for the Improvements.

5.4 Alternative Approaches. The Design/Builder shall review with the Town alternative approaches to the design and construction of the Improvements.

5.5 Proposal and Preliminary Design. Not later than 7/31/14, the Design/Builder shall prepare and submit to the Town a Proposal, Preliminary Design for the Work, a statement of the Contract Sum for the Work, and a proposed schedule for completion of the Improvements. The Proposal shall be responsive to the Town's Request for Proposals. The Proposal and Preliminary Design Documents consist of the proposal, preliminary design drawings, outline specifications and other documents attached hereto as Attachment "1." The Preliminary Design Documents constitute the Minimum Performance Standards and fix and describe the general size, quality and character of the entire Work, its architectural, structural, mechanical, electrical, and instrumentation and control systems, and the materials and such other elements of the Work intended to be incorporated into the Final Project Design Drawings and Specifications and Construction Documents.

5.5.1 Quality Control/Quality Assurance. Design/Builder shall prepare and submit to the Town a quality control/quality assurance plan that indicates the requirements for review by the Project Coordinator, testing, and documentation.

5.6 Final Project Design Drawings and Specifications and Construction Documents. Not later than 9/12/14, based on the Preliminary Design Documents, the Design/Builder shall prepare and submit draft Final Project Design Drawings and Specifications and Construction Documents for review and approval by the Town in hard copy **and** in an electronic/digital format acceptable to the Town.

5.6.1 The Final Project Design Drawings and Specifications and Construction Documents as approved by the Town are attached to this Agreement as Attachments 2 and 3, respectively. 3. In addition, the Final Project Design Drawings and Specifications and Construction Documents shall be provided to the Town in an electronic/digital format acceptable to the Town.

5.6.2 The Final Project Design Drawings and Specifications and Construction Documents and are intended to include technical drawings, schedules, diagrams and specifications, setting forth in detail the requirements for construction of the Improvements, including:

- .1 the intent of the Design/Builder's Proposal in greater detail;
- .2 information customarily necessary for the use of those in the building trades; and
- .3 documents customarily required for regulatory agency approvals.

5.6.3 The Design/Builder warrants that the Final Project Design Drawings and Specifications and Construction Documents are free of defects, reasonably sufficient to permit the construction of the Improvements to proceed without the need of any interpretation or speculation of the intent or requirements of the Final Project Design Drawings and Specifications and Construction Documents, and that the Final Project Design Drawings and Specifications and Construction Documents if followed as directed shall result in the construction and installation of the Improvements in a workmanlike manner, free of defects, and able to meet or surpass the Minimum Performance Standards.

5.6.4 Nothing herein shall be construed as in any way limiting the Design/Builder's ability to make changes to the Final Project Design Drawings and Specifications and Construction Documents in the course of constructing the Project as Design/Builder in its sole and exclusive judgment shall deem necessary to meet the Minimum Performance Standards. Any such proposed changes that will change the overall cost of the Work shall be reviewed with the Town prior to their implementation and shall be reflected in a duly authorized Change Order executed pursuant to Article VIII of this Agreement.

5.6.5 No review or approval by the Town of the Proposal, Preliminary Design Documents or the Final Project Design Drawings and Specifications and Construction Documents shall in any way relieve or reduce Design/Builder's responsibility for the content and adequacy of such documents.

5.7 Notice to Proceed. Upon execution of this Agreement by both Parties, Design/Builder shall be authorized to proceed with the development of the Preliminary Design Documents and Final Design Documents pursuant to paragraphs 5.5 and 5.6 of this Agreement. The Town shall issue a written "Notice to Proceed with Design" to the Design/Builder. Upon the Town's review and approval of the Final Project Design Drawings and Specifications and Construction Documents, the Town shall issue a "Notice to Proceed with Construction" and this later Notice to Proceed shall establish the Date of Commencement of the Work as defined in paragraph 7.3.1.

ARTICLE VI

CONSTRUCTION

6.1 Supervision and Direction of Work; Sole Responsibility of Design/Builder. The Design/Builder shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for all safety precautions and programs that may be reasonably required in connection with the Project, and for coordinating all portions of the Work under this Agreement. The Design/Builder shall be responsible for and shall coordinate all construction means, methods, techniques, sequences and procedures.

6.1.1 The Design/Builder shall be responsible to the Town in tort and contract for the acts and omissions of its employees, subcontractors, sub-subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Design/Builder.

6.1.2 The Design/Builder shall not be relieved from its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Town in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Design/Builder.

6.1.3 The Design/Builder shall locate all existing Underground Utilities prior to performing any work. If utility locate services are provided in the field by utility owners, Design/Builder nonetheless remains solely responsible to determine the actual location of all Underground Utilities, as the Design/Builder is solely responsible for locating all existing underground installations, including Underground Utilities and their service connections. The Design/Builder shall use its own information and shall not rely upon any information shown or not shown on the plans or on field locates provided by the utility owner concerning existing Underground Utilities, facilities, structure, or installations. Known Underground Utilities and other underground structures are shown on the Preliminary Design only to the extent such information has been made available to or discovered by the Town. It is expected that there may be discrepancies and omissions in the location and quantities of actual Underground Utilities and other underground structures and those shown. This information is shown for the convenience of the Design/Builder, but is not guaranteed to be either correct or complete, and all responsibility for the accuracy and completeness thereof is expressly disclaimed by the Town. Contractor is responsible for, at no additional cost to the Town, potholing all existing Underground Utilities to be crossed or that may otherwise affect their means and methods for constructing the Project prior to beginning any Work. Any delay, additional work, or extra cost to the Design/Builder caused by existing Underground Utilities, facilities, structures or installations shall not constitute a claim for extra work, additional payment, or damage.

6.1.4 Design/Builder shall not be relieved of obligations to perform the Work in accordance with this Agreement by tests, inspections, or approvals performed by persons other than Design/Builder.

6.2 Provision of Labor and Materials. Unless otherwise provided in the Contract Documents, the Design/Builder shall provide or cause to be provided and shall pay for design services, labor, materials, equipment, tools, construction equipment and machinery, transportation and other facilities and services necessary for proper execution and completion of the Work, whether

temporary or permanent and whether or not incorporated or to be incorporated in the Work.

6.3 Work Force. The Design/Builder shall at all times enforce strict discipline and good order among its employees, agents and subcontractors and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

6.4 Progress Reports. The Design/Builder shall keep the Town reasonably informed of the progress and quality of the Work by holding periodic meetings and updating the project schedule.

6.5 Taxes. All sales of construction and building materials to contractors and subcontractors for use in the building, erection, alteration or repair of structures, highways, roads, streets and other public works owned and used by the Town are exempt from State use taxes.

6.5.1 The Design/Builder shall deliver and execute an "Application for Exemption Certificate" prepared by the Town which shall be submitted for approval of the Department of Revenue, State of Colorado. This certificate will serve as an indication to the Town that the Design/Builder has acquired the necessary exemption for State and RTD sales and use taxes. The Design/Builder also agrees to make the same requirement, as contained above, of the subcontractor or subcontractors on this project. Town use tax will be due on construction tools and equipment used on the Project if municipal use tax was not paid on the full purchase price of these items. Construction equipment which had a purchase price of \$2,500 or more must be declared. All books and records pertaining to the Project that will allow the accurate determination of any tax due must be retained and be kept available for inspection by the Town for three years after the completion of the Project. The Town's Finance Department shall provide reasonable assistance to Design/Builder in acquiring the State of Colorado and RTD tax-exemptions contemplated by this paragraph.

6.6 Equipment Installation. Experienced manufacturer's representatives shall be used to supervise the installation of equipment. Any special tools or equipment which may be required for first class work shall be provided by the Design/Builder.

6.7 Materials Standards. In the absence of detailed specifications, all materials shall conform to the more stringent of the latest standards of the American Society for Testing Materials available as of the date of execution of this Agreement by Design/Builder and any other applicable standards. Any reference to standard specifications in any of the Contract Documents shall always imply the latest edition of such standard specifications or specifications available as of the date of execution of this Agreement by Design/Builder unless otherwise indicated.

6.8 Safety. The Design/Builder shall be responsible for initiating, maintaining and providing supervision of safety precautions and programs in connection with the Work.

6.8.1 The Design/Builder shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- .1 employees on the Work and other persons who may be affected thereby;

- .2 the Work and materials and equipment to be incorporated therein; and
- .3 other property at or adjacent to the Site.

6.8.2 The Design/Builder shall give notices and comply with applicable laws, ordinances, rules, regulations and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury of loss.

6.8.3 The Design/Builder shall be liable for damage or loss to property at the Site caused in whole or in part by the Design/Builder, a contractor or subcontractor of the Design/Builder or anyone directly or indirectly employed by either of them, or by anyone for whose acts they may be liable.

6.8.4 The Design/Builder shall protect, shore, brace, support and maintain all underground pipes, conduits, drains, and underground construction uncovered or otherwise affected by the construction work performed by him.

6.8.5 The Design/Builder shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

6.8.6 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Design/Builder shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

6.8.7 The Design/Builder shall designate a responsible member of his organization at the Site whose duty shall be the prevention of accidents. This person shall be the Design/Builder's superintendent unless otherwise designated by the Design/Builder in writing to the Town.

6.8.8 The Design/Builder shall not load or permit any part of the Work to be loaded so as to endanger its safety, or the safety of any nearby personnel or property.

6.8.9 In any emergency affecting the safety of persons or property, the Design/Builder shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Design/Builder on account of emergency work shall be determined as provided in Articles VII, VIII, and/or X.

6.9 Warranty of Title. As of the date of Final Payment, Design/Builder warrants that it owns and has good and marketable title to all materials, equipment, tools and supplies furnished by it and its subcontractors and vendors that become part of the Work or are purchased for the Town for the operation, maintenance or repair thereof, free and clear of all liens. As of the date of Final Payment, title to all of said materials, equipment, tools and supplies which shall have been delivered to the Site shall pass to the Town upon payment by the Town to Design/Builder of invoiced amounts pertaining thereto. Notwithstanding any such passage of title, Design/Builder shall retain sole care, custody and control of said materials, equipment, tools and supplies and shall exercise due care with respect thereto until the date of final acceptance. Such transfer of

title shall in no way affect the Town's rights as set forth in any other provision of this Agreement. For the purpose of protecting the Town's interest in all materials, equipment, tools and supplies with respect to which title has passed to the Town but which remain in possession of another party, Design/Builder shall take or cause to be taken all steps reasonably necessary under the laws of the appropriate jurisdiction(s) to protect the Town's title and to protect the Town against claims by other parties with respect thereto.

6.10 Orderly Progression of Work. Design/Builder shall at all times schedule and direct its Work so that it provides an orderly progression of the Work to completion within the specified time for completion.

6.11 Superintendent. The Design/Builder shall employ a competent superintendent and necessary assistants who shall be in attendance at the Site during the progress of the Work. The superintendent shall represent the Design/Builder and all communications given to the superintendent shall be as binding as if given to the Design/Builder, provided, however, that all communications concerning any change to the Scope of the Work, the drawings or specifications for the Project, or any Minimum Performance Standards shall be in writing in order to be binding on the Design/Builder. Further, all oral communications given to the superintendent in connection with non-substantial or non-material aspects of the Work shall be as binding as if given to Design/Builder.

6.12 Estimated Progress and Payment Schedule. The Design/Builder, at the pre-design/build conference, shall prepare and submit for the Town's information an estimated progress schedule for the Work. The Design/Builder shall prepare and submit an estimated progress payment schedule to the Town. The progress schedules shall be related to the entire Work to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The pre-design/build conference shall be scheduled at the time the Notice to Proceed with Design is issued.

6.13 Records. The Design/Builder shall maintain at the Site for the Town one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be available for inspection by the Town at all times and shall be delivered to the Town in hard copy and in an electronic/digital format acceptable to the Town upon completion of the Work.

6.13.1 Throughout the progress of construction, the Design/Builder shall maintain a careful up-to-date record of all changes on the drawings during actual construction. Upon completion of the Work, and prior to final acceptance by the Town, the Design/Builder shall file with the Town one set of complete drawings with all changes and Design/Builder's field construction notes neatly and legibly recorded thereon. Such information may be used to prepare record drawings for the Town. Such drawings shall include all lines, piping, and underground construction installed by Design/Builder.

6.14 Manuals. Design/Builder shall furnish the Town with three (3) copies of all operator's instructions, service and parts manuals, and all other literature received by Design/Builder from

the manufacturer or supplier of equipment furnished under the Agreement. All operator's instructions, service and parts manuals, and all other such literature shall be bound in three (3) permanent binders satisfactory to the Town.

6.15 Manufacturer's Warranties. Copies of any manufacturer's warranty or certificate as may be required by the Contract Documents shall be submitted to the Town prior to Final Payment and final acceptance of the Work by the Town.

6.16 Fitting of Parts. The Design/Builder shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

6.17 Waste and Rubbish. The Design/Builder at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials.

6.18 Patents and Royalties. The Design/Builder shall protect, defend, indemnify and save harmless the Town, and each of its officers, agents, servants and employees, from liability of any nature or kind, including cost and expense for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Agreement, including its use by the Town, or the Town's officers, agents, servants, or employees, unless otherwise specifically stipulated in the Contract Documents.

6.18.1 If the Design/Builder uses any design, device or materials covered by letters patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the Work. The Design/Builder or his Surety shall protect, defend, indemnify and save harmless the Town from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with Work agreed to be performed under the Agreement, and shall indemnify the Town for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the Work or after completion of the Work.

6.18.2 The Design/Builder shall pay royalties and license fees.

6.19 Extension of Agreement Requirements to Subcontractors. By an appropriate agreement, written where legally required for validity, the Design/Builder shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Design/Builder by the terms of the Contract Documents, and to assume toward the Design/Builder all the obligations and responsibilities which the Design/Builder, by these Documents, assumes toward the Town. Said agreement shall preserve and protect the rights of the Town under the Contract Documents with respect to the Work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the subcontractor, unless specifically provided otherwise in the Design/Builder-subcontractor

agreement, the benefit of all rights, remedies and redress against the Design/Builder that the Design/Builder, by these Documents, has against the Town. Where appropriate, the Design/Builder shall require each subcontractor to enter into similar agreements with his sub-subcontractors. The Design/Builder shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this section, and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents. Each subcontractor shall similarly make copies of such documents available to his sub-subcontractors.

6.20 Warranty. The Design/Builder warrants to the Town that all materials and equipment furnished under this Agreement shall be of good quality and new unless otherwise required or permitted by the Contract Documents, and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Town, the Design/Builder shall provide satisfactory evidence as to the kind and quality of materials and equipment furnished. This warranty shall not be a bar to future rejection if they are subsequently found to be defective, inferior in quality or uniformity, to the material or equipment specified, or are not as represented to the Town.

6.20.1 Within one year after the date of final acceptance of the Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, the Design/Builder shall make all needed repairs arising out of defective workmanship or materials, or both, which in the judgment of the Town shall become necessary during such period. If within ten (10) days after the mailing of a notice in writing to the Design/Builder or his agent, the Design/Builder shall neglect to make, or undertake with due diligence to make the aforesaid repairs, the Town is hereby authorized to make such repairs at the Design/Builder's expense. In case of an emergency, the Design/Builder will be notified and shall correct and make repairs within the necessary time constraints. Failure of the Design/Builder to respond to the notification shall result in the Town making the necessary repairs at the Design/Builder's expense. This obligation shall survive termination of this Agreement.

6.20.2 Should the Town claim by written communication before the warranty period expires that certain defects exist and that these require repair or replacement, the warranty period and applicable surety shall be automatically extended for as long as these defects remain unremedied.

6.21 Title. The Design/Builder warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Town either by incorporation in the construction or upon the receipt of payment by the Design/Builder, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Design/Builder, or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Design/Builder or such other person.

ARTICLE VII

TIME

7.1 Expedition of Work. The Design/Builder shall provide services as expeditiously as is consistent with reasonable skill and care and the orderly progress of design and construction.

7.2 Time of Essence. All time limits stated in the Contract Documents are of the essence of the Agreement.

7.3 Dates. The Date of Substantial Completion of the Work or designated portion thereof is the date when construction is sufficiently complete, in accordance with the Contract Documents, so the Town can occupy or utilize the Work or designated portion thereof for the use for which it is intended.

7.3.1 The Date of Commencement of the Work is the date established in the Town's Notice to Proceed with Construction pursuant to paragraph 5.7.

7.3.2 Substantial Completion of the Work in accordance with the Contract Documents shall be achieved by the Guaranteed Completion Date of June 26, 2014.

7.3.3 The term day as used in the Contract Documents shall mean calendar day.

7.4 Commencement of Work. The Design/Builder shall begin the Work on the Date of Commencement. He shall carry the Work forward expeditiously with adequate forces and shall achieve substantial completion of the Work within the Guaranteed Completion Date.

7.5 Delays and Extensions. If the Design/Builder is delayed, disrupted, or otherwise interfered with at any time, or from time to time, in the performance of the Work, the rights and obligations of the parties with respect to such delay shall be as set forth in this subsection 7.5. Design/Builder's exclusive remedy for any delay, disruption, or interference shall be as set forth in this subsection 7.5.

7.5.1 Any delay within the control of the Design/Builder or within the control of any subcontractor, agent or supplier thereof (including, without limitation, delay within the joint control of the Design/Builder or one or more of his subcontractors, agents or suppliers) shall be the sole responsibility of the Design/Builder, and the Design/Builder shall not be entitled to any extension of time or to any increase in the Contract Sum as the result of any such delay.

7.5.2 Upon the occurrence of any delay which will affect compliance with the Guaranteed Completion Date caused by fire, flood, unusually severe weather or other act of God, or by court order, unforeseen, concealed, or differing condition related to the Work or other factors beyond the reasonable control of any party hereto or his agents, employees or subcontractors, then the period of performance specified herein shall be extended by Change Order or Construction Change Directive, on a day-for-day basis, but such extension shall not result in any increase in the Contract Sum, and provided that Design/Builder complies with subsection 7.5.4 below.

7.5.3 Upon the occurrence of any delay which will affect compliance with the Guaranteed Completion Date not concurrent with delays described under subsections 7.5.1 and 7.5.2 above, which is proximately caused by acts or omissions within the control of the Town, its agents or employees, the period of performance specified herein shall be extended by Change Order or Design or Construction Change Directive on a day-for-day basis and the Design/Builder shall be entitled to reimbursement of actual, proven costs reasonably and necessarily incurred as a direct consequence of such delay, but not in excess of the amount above the Contract Sum for each day of such delay as specified in the Contract Documents.

7.5.4 Any claim for an extension of time under subsections 7.5.2, and 7.5.3 above, and any claim for additional compensation authorized by subsection 7.5.3 above, shall be made as follows:

7.5.4.1 The Design/Builder shall, within five (5) days after the onset of any delay, notify the Town in writing of the causes of delay, the facts relating thereto, and the requested time extension. In the case of a continuing delay, only one claim is necessary. Proof of any recoverable delay costs shall be submitted within fifteen (15) days after the end of any period of delay.

7.5.4.1 The Town shall either approve or disapprove the extension requested or claim made. Should a time extension or delay cost claim be granted by the Town, a Change Order or other notice signed by the Town, shall be issued to indicate the new Guaranteed Completion Date, or the adjustment to the Contract Sum.

7.5.4.2 Failure by Design/Builder to timely provide, in writing, a request for time extension, claim for delay costs, or proof of such costs, shall constitute a waiver by Design/Builder of any time extension or reimbursement of delay costs which Design/Builder may have otherwise been granted pursuant to this subsection 7.5.

7.5.4.3 Nothing herein shall prevent Design/Builder from requesting, and Town granting, an extension of time contingent upon payment by Design/Builder of an agreed amount of liquidated damages in consideration of the time extension.

7.6 Liquidated Damages. If Substantial Completion of the Work is not achieved within the Guaranteed Completion Date, Design/Builder understands the Town will suffer substantial damages including the loss of revenue, reduced public confidence, adverse public relations, and additional administrative costs and expenses, the precise amount of such damages the parties agree would be difficult or impossible to determine. Therefore, Design/Builder agrees to pay the Town as liquidated damages for delay Five Hundred Dollars (\$500.00) for the first calendar day past the Guaranteed Completion Date and Two Hundred Dollars (\$200.00) per calendar day for each day thereafter and continuing through and including the day Substantial Completion is ultimately achieved.

7.6.1 It is understood and agreed by Design/Builder that any liquidated damages payable in accordance with this paragraph are in the nature of liquidated damages and not a penalty and

represent a reasonable estimate of fair compensation for the damages that may be reasonably anticipated from Design/Builder's failure to achieve Substantial Completion within the Guaranteed Completion Date.

ARTICLE VIII

CHANGES IN THE WORK

8.1 Change Orders. A Change Order is a written order to the Design/Builder, signed by the Town and Design/Builder, stating their agreement upon a change in the Work, the amount of the adjustment in the Contract Sum, if any, and the extent of the adjustment in the Guaranteed Completion Date, if any. The Contract Sum and the Guaranteed Completion Date may be changed only by Change Order. Any change to the Guaranteed Completion Date shall be subject to the limitations of paragraph 7.5 of this Agreement.

8.1.1 If the Town requests the Design/Builder to submit a proposal for a change in the Work and then elects not to proceed with the change, a Change Order shall be issued to reimburse the Design/Builder for any costs incurred for design services or proposed revisions to the Contract Documents. This shall not apply to changes in the Work by Design/Builder.

8.2 Design or Construction Change Directives. A Design or Construction Change Directive is a written order directed to the Design/Builder and signed by the Town, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Guaranteed Completion Date, or both. The Town, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions or other revisions, and the Guaranteed Completion Date shall be adjusted accordingly.

8.2.1 Upon receipt of a Design Construction Change Directive, the Design/Builder shall promptly proceed with the change in the Work involved and advise the Town of the Design/Builder's agreement or disagreement with the method, if any, provided in the Design or Construction Change Directive for determining the proposed adjustment in the Contract Sum or Guaranteed Completion Date.

8.2.2 A Design or Construction Change Directive signed by the Design/Builder indicates the agreement of the Design/Builder therewith, including adjustment in Contract Sum and Guaranteed Completion Date or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

8.2.3 If the Design/Builder does not respond promptly to the Design or Construction Change Directive or disagrees with the method for adjustment in the Contract Sum, the adjustment shall be determined on the basis of reasonable expenditures and savings of those performing the work attributable to the change, including, in case of an increase in the Contract Sum, a percentage fee for overhead and profit not to exceed five percent (5%) of such work's actual cost for Design/Builder and ten percent (10%) of such work's actual cost to be apportioned between any and all subcontractors and sub-subcontractors. For work performed by Design/Builder's own forces, Design/Builder's mark-up shall be limited to actual cost plus a percentage fee for

overhead and profit not to exceed ten percent (10%). In such case, the Design/Builder shall keep and present, in such form as the Town may prescribe, an itemized accounting of actual costs together with appropriate supporting data.

8.2.4 Pending final determination of actual cost to the Town, amounts not in dispute may be included in applications for payment. The amount of credit to be allowed by the Design/Builder to the Town for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost. When both additions and credits covering related work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

8.2.5 If the Town and Design/Builder do not agree with the adjustment in Guaranteed Completion Date or the method for determining it, the adjustment or the method shall be determined in accordance with Paragraph 7.5 hereof.

8.3 Minor Changes in the Work. The Town shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Guaranteed Completion Date and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the Town and the Design/Builder. The Design/Builder shall carry out such written orders promptly.

8.4 Regulatory Changes. The Design/Builder shall be compensated for changes in the Work necessitated by the enactment or revision of codes, laws or regulations subsequent to execution of this Agreement.

ARTICLE IX

INSURANCE, RISK CONTROL AND INDEMNIFICATION

9.1 Workers' Compensation Insurance. The Design/Builder shall carry, at its own expense, valid Workers' Compensation Insurance throughout the entire term of its obligations to the Town. A copy of the policy or signed certificate of insurance shall be on file with the Town at all times.

9.1.1 The policy shall be appropriately endorsed to give a minimum of thirty (30) days notice of cancellation or intention of non-renewal to the Town.

9.1.2 Limits of liability shall be statutory in conformance with the Workers' Compensation Laws of the State of Colorado.

9.2 Commercial General Liability. The Design/Builder shall carry and maintain, at its own expense, Commercial General Liability Insurance throughout the entire term of its obligations to the Town. A copy of the policy or a signed certificate of insurance shall be on file with the Town at all times.

9.2.1 The policy shall be appropriately endorsed to name the Town as an additional insured, to

comply with this Agreement, and to give all named parties a minimum of thirty (30) days notice of cancellation or intention to non-renew coverage or any material change or restriction of coverage.

9.2.2 Limits of liability shall be a minimum of one million dollars (\$1,000,000) each occurrence; Bodily Injury and Property Damage combined, annual two million dollars (\$2,000,000) aggregate.

9.2.3 The following coverages shall be included in the policy:

- .1 Premises, operations and elevators, including work let or sublet, to cover all claims for bodily injury (including but not limited to death, disease or sickness) and damage or destruction or loss of use of any tangible property.
- .2 Products and completed operations.
- .3 Intentionally deleted.
- .4 Personal injury liability.
- .5 Explosions, collapse, and underground hazards.
- .6 Broad form property damage endorsement.
- .7 Independent contractors.
- .8 Incidental malpractice.

9.2.4. The products and completed operations coverage shall be maintained in effect for a period of six (6) years following final acceptance of the Work.

9.3 Comprehensive Automobile Liability. The Design/Builder shall carry and maintain, at its own expense, Comprehensive Automobile Liability Insurance. A copy of a certificate of insurance shall be on file with the Town at all times.

9.3.1 The policy shall cover all owned or leased vehicles operated by the insured as well as coverage for all non-owned or hired vehicles used by the insured in the course of his operations.

9.3.2 The policy shall be appropriately endorsed to name the Town as an additional insured, to comply with this Agreement, and to give all named parties a minimum of thirty (30) days notice of cancellation or intent to non-renew.

9.3.3 The limits of liability shall be a minimum of one million dollars (\$1,000,000) per occurrence and five hundred thousand dollars (\$500,000) per person.

9.4 Umbrella/Excess Liability. The Design/Builder shall carry and maintain, at its own expense, an Umbrella (excess) Liability policy throughout the entire term of its obligations to the Town. A copy of the policy or a signed certificate of insurance shall be on file with the Town at all times.

9.4.1 Policy shall be in excess of all underlying insurance including employer's liability.

9.4.2 Policy shall not contain any exclusions for hazards, or contractual hazards.

9.4.3 The policy shall be appropriately endorsed to name the Town as an additional insured, to comply with this Agreement, and to give all named parties a minimum of thirty (30) days notice of cancellation or intent to non-renew.

9.4.4 Limits of liability shall be a minimum of three million and five hundred thousand dollars (\$3,500,000) in the aggregate.

9.5 Owner's Liability. The Design/Builder shall carry and maintain, at its own expense, an Owner's Liability policy in the name of the Town.

9.5.1 Limits of liability shall be a minimum of two million dollars (\$2,000,000) in the aggregate.

9.6 Coverage Primary and Defense Cost Exclusion. In all liability insurance policies required by this Article IX, such policies shall be primary with respect to claims made by the Town, except Workers' Compensation and professional liability policies, and additional insured coverage shall include completed operations coverage. All liability policies required by this Article IX shall specifically provide that all coverage limits shall be exclusive of costs of defense, including attorney fees.

9.7 Intentionally Deleted.

9.7.1 This insurance shall include the interests of the Town, the Design/Builder, subcontractors and sub-subcontractors in the Work as additional insureds, providing that such insurance is primary with respect to claims made by the additional insureds, and shall be in the form of "all risk" insurance for physical loss or damage with all exclusions deleted. If not covered under all risk insurance or otherwise provided in the Contract Documents, the Design/Builder shall effect and maintain similar property insurance on portions of the Work stored offsite or in transit when such portions of the Work are to be included in an Application for Payment under Paragraph 11.3.

9.7.2 The form of policy for this coverage shall be "Completed Value." The coverage under this policy shall include contemplated work and work in progress.

9.7.3 If by the terms of this insurance any mandatory deductibles are required, or if the Design/Builder should elect, with the concurrence of the Town, to increase the mandatory deductible amounts or purchase this insurance with voluntary deductible amounts, the Design/Builder shall be responsible for payment of the amount of all deductibles in the event of a paid claim. If separate contractors are added as insureds to be covered by this policy, the separate contractor shall be responsible for payment of appropriate parts of any deductibles in the event claims are paid on their part of the Project.

9.8 Professional Liability Insurance. The Design/Builder shall carry and maintain, at its own expense, Professional Liability Insurance throughout the entire term of its obligations to the Town. A copy of the policy or a signed certificate of insurance shall be on file with the Town at all times.

9.8.1 The policy shall be appropriately endorsed to give all named parties a minimum of thirty

(30) days notice of cancellation or intention to non-renew coverage or any material change or restriction of coverage.

9.8.2 Limits of liability shall be a minimum of one million dollars (\$1,000,000) each occurrence, two million dollars (\$2,000,000) aggregate. Such insurance shall have a deductible not in excess of twenty five thousand dollars (\$25,000) self-insured.

9.8.3 Professional liability insurance shall be maintained in effect for the period of the appropriate statute of repose pertaining to such professional services as set out in the Colorado Revised Statutes, as amended, following final acceptance of the Work

9.9 Certificates of Insurance. Certificates of insurance for each required coverage evidencing compliance with this Article IX shall be filed with the Town prior to the issuance of the Notice to Proceed with Design. If the Town is damaged by the failure of the Design/Builder to maintain such insurance and to so notify the Town, then the Design/Builder shall bear all reasonable costs properly attributable thereto.

9.10 Additional Stipulations and Conditions. All insurance policies and/or certificates of insurance required under the Contract Documents shall be issued subject to the following stipulations by the Insurer:

- .1 Underwriter shall have no right of recovery or subrogation against the Town, it being the intent of the parties that the insurance policy so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- .2 The insurance companies issuing the policy or policies shall have no recourse against the Town for payment of any premiums due or for any assessments under any form of any policy.
- .3 Any and all deductibles contained in any insurance policy shall be assumed by and shall be the sole liability of the Design/Builder.

9.10.1 All insurance required under the Contract Documents shall be obtained from financially responsible insurance companies, licensed in the State of Colorado and approved by the Town (which approval shall not be unreasonably withheld) and shall be maintained until the Design/Builder's Work is accepted by the Town.

9.10.2 All policies under the Contract Documents which are scheduled to expire prior to the time the Design/Builder's Work is finally accepted by the Town shall be renewed prior to the scheduled expiration date and evidence of such renewal shall be submitted to the Town for approval.

9.10.3 All of the liability insurance policies required by this Article shall be occurrence-based policies, except for the professional liability policy which is a claims-made policy.

9.10.4 An exclusions for insurance policies relating to design-build contracts required by this

Article shall be approved by the Town in advance in writing.

9.10.5 It shall be an affirmative obligation of the Design/Builder to provide written notice to the Town within two days of the cancellation of or substantive change to any of the policies required herein and failure to do so shall constitute a breach of this Agreement.

9.11 Additional Insurance. Additional coverages and/or higher limits of liability may be required by the Town should the scope or nature of the work change during the course of the Contract.

9.12 Subcontractor's Insurance. The Design/Builder shall be solely responsible for ensuring that all subcontractors obtain and maintain in force for the term of this Agreement insurance policies sufficient to meet the minimum coverages required under the Contract Documents.

9.13 No Limitation of Liability. Nothing contained in this Article IX shall be construed as limiting the extent of the Design/Builder's responsibility for payment of damages resulting from his operations under the Agreement. Design/Builder agrees that he alone shall be completely responsible for procuring and maintaining full insurance coverage to adequately insure against the risk attendant to the performance of this Agreement. Any approvals of Design/Builder's insurance coverages by the Town shall not operate to the contrary.

9.14 Risk of Loss. The risk of loss to any property to be provided by Design/Builder to Town pursuant to this Agreement shall be upon the Design/Builder until said property has been finally accepted by Town.

9.15 Governmental Immunity. Nothing in this Article IX shall be deemed or construed as a waiver of any of the protections to which Town may be entitled pursuant to the Colorado Governmental Immunity Act, sections 24-10-101, et seq., C.R.S., as amended.

9.16 Remediation of Damage. The Design/Builder shall promptly remedy all damage or loss to any property caused in whole or in part by the Design/Builder, any subcontractor, any sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Design/Builder is responsible, except damage or loss attributable to the acts or omissions of the Town or anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable, and not attributable to the fault or negligence of the Design/Builder. The foregoing obligations of the Design/Builder are in addition to his obligations under this Agreement.

9.17 Indemnification. To the fullest extent permitted by law and except for all professional liability claims, damages, losses and expenses, the Design/Builder shall indemnify, defend, and hold harmless the Town and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Services, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Project itself) including the loss of use resulting therefrom, but only to the extent caused by the negligent act or omission of, or breach of contract by, the

Design/Builder, any subcontractor of the Design/Builder, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

To the fullest extent permitted by law, the Design/Builder shall indemnify and hold harmless the Town and its agents and employees from and against all professional liability claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Services, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Project itself) including the loss of use resulting there from, but only to the extent caused by the negligent act or omission of, or breach of contract by, the Design/Builder, any subcontractor of the Design/Builder, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

9.17.1 In any and all claims against the Town or any of its agents or employees by any employee of the Design/Builder, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Design/Builder or any subcontractor under workers' compensation act, disability benefit acts or other employee benefit acts.

9.18 Attorney's Fees. In the event it becomes necessary for either party to bring an action against the other to enforce any provision of this Agreement, in addition to any other relief that may be granted, the prevailing party in such action shall be entitled to an award of its reasonable attorney fees as determined by the Court.

ARTICLE X

CLAIMS AND DISPUTES

10.1 Definition. A claim is a demand or assertion by one of the Parties seeking, as a matter of right, adjustment of contract terms, payment of money, extension of time, or other relief with respect to the terms of the Agreement. The term "claim" also includes other disputes between the Town and Design/Builder arising out of or relating to the Agreement. Claims must be made by written notice. The responsibility to substantiate claims shall rest with the Party making the claim.

10.2 Time Limit on Claims. Claims by either Party must be made within twenty-one (21) days after occurrence of the event giving rise to such claim or within twenty-one (21) days after the claimant first recognizes, or reasonably should have recognized, the condition giving rise to the claim, whichever is later. An additional claim made after the initial claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

10.3 Continuing Agreement Performance. Pending final resolution of a claim, including litigation, unless otherwise directed by Town in writing, the Design/Builder shall proceed diligently with performance of the Agreement and the Town shall continue to make payments in accordance with the Contract Documents.

10.4 Waiver of Claims: Final Payment. The making and acceptance of Final Payment shall constitute a waiver of claims by the Parties except those arising from:

10.4.1 Liens, claims, security interests, or encumbrances arising out of the Agreement and unsettled;

10.4.2 Failure of the Work to comply with the requirements of the Contract Documents;

10.4.3 Terms of special warranties required by the Contract Documents; or

10.4.4 Faulty or defective work appearing after Substantial Completion.

10.5 Concealed Conditions. If concealed or unknown conditions of an unusual nature that affect the performance of the Work and vary from those indicated by the Contract Documents are encountered below ground or in an existing structure other than the Work, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in work of the character provided for in this Agreement, notice by the observing party shall be given promptly to the other party and, if possible, before conditions are disturbed and in no event later than five (5) days after first observance of the conditions. Claims by either Party arising from such concealed or unknown conditions must be made in accordance with this Article X.

10.6 Claims for Additional Cost. If the Design/Builder wishes to make claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the work. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by the Town. No such claim shall be valid unless so made. Prior notice is not required for claims relating to an emergency endangering life or property arising under Paragraph 6.8.9. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order or Design or Construction Change Directive. Such claims shall be subject to Paragraph 7.5.

10.7 Claims for Additional Time. If the Design/Builder wishes to make claim to extend the Guaranteed Completion Date, written notice as provided herein shall be given. The Design/Builder's claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one claim is necessary. Such claims shall be subject to Paragraph 7.5.

10.8 Resolution of Claims and Disputes.

10.8.1 The other Party will review claimant's claim(s) and take one or more of the following preliminary actions within ten days of receipt of a claim: (1) request additional supporting data

from the claimant; (2) submit a schedule to the other party indicating when action is expected to be taken; (3) reject the claim in whole or in part, stating reasons for rejection; (4) approve the claim in whole or in part, or (5) suggest a compromise.

10.8.2 If a claim has been resolved, the Town will prepare or obtain appropriate documentation.

10.8.3 If a claim has not been resolved, the claimant shall within ten (10) days after the preliminary action in subparagraph 10.8.1, take one or more of the following actions: (1) submit the requested additional supporting data; (2) modify the initial claim; or (3) notify the other Party that the initial claim stands.

10.8.4 If a claim has not been resolved after consideration of the foregoing and of further evidence presented by the Parties, the other Party shall notify the claimant in writing of its decision which shall be considered advisory only and not binding on the Parties in the event of litigation in respect of the claim. If there is a surety and there appears to be a possibility of a Design/Builder's default, the Town may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

ARTICLE XI

PAYMENTS AND COMPLETION

11.1 Contract Sum.

11.1.1 The Contract Sum of two hundred fifteen thousand one hundred eighteen dollars and no cents (\$215,118.00) and, including authorized adjustments thereto, is the total amount payable by the Town to the Design/Builder for the performance of the Work under the Contract Documents.

11.1.2 The Design/Builder will not be allowed any claims for anticipated profits, for loss of profits, or for any damages or additional costs incurred because of a difference between the estimate of any item and the amount of the item actually required, or for the elimination of any part of the Work. Funds for construction of the Work herein contemplated are limited.

11.2 Schedule of Values.

11.2.1 Before the first Application for Payment, the Design/Builder shall submit to the Town a schedule of values allocated to the various portions of the Work, which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to subcontractors, supported by such evidence of correctness as the Town may direct. This Schedule, when approved by the Town, shall be used to monitor the progress of the Work and as a basis for Applications for Payment.

11.3 Applications for Payment.

11.3.1 At least ten (10) days before the date for each progress payment, the Design/Builder shall submit to the Town an itemized Application for Payment for operations completed in accordance

with the Schedule of Values. Such application shall be supported by such data substantiating the Design/Builder's right to payment as the Town may require, and reflecting retainage, if any, as provided elsewhere in the Contract Documents.

11.3.1.1 Such applications may include requests for payment on account of changes in the Work which have been properly authorized by Design or Construction Change Directives but not yet included in Change Orders.

11.3.1.2 Such applications may not include requests for payment of amounts the Design/Builder does not intend to pay to a subcontractor or supplier because of a dispute or other reason.

11.3.2 Unless otherwise provided in the Contract Documents, payments will be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the Site and, if approved in advance by the Town, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing for subsequent incorporation in the Work. Payments for materials or equipment stored on or off the Site shall be conditioned upon submission by the Design/Builder of bills of sale or such other procedures satisfactory to the Town to establish the Town's title to such materials or equipment or otherwise protect the Town's interest, including applicable insurance and transportation to the Site for those materials and equipment stored off the Site.

11.3.3 The Design/Builder warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Town either by incorporation in the construction or upon the receipt of payment by the Design/Builder, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article XI as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Design/Builder, or by any other person performing work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Design/Builder or such other person.

11.3.4 When application for payment includes materials stored offsite or stored on the Site but not incorporated in the Work, for which no previous payment has been requested, a complete description of such material shall be attached to the application. Suitable storage which is offsite shall be a bonded warehouse or appropriate storage approved by Town with the stored materials properly tagged and identifiable for this project and properly segregated from other materials. The Town's written approval shall be obtained before the use of offsite storage is made. Such approval may be withheld in Town's sole discretion.

11.3.5 The presentation by Design/Builder of an Application for Payment will constitute a representation by the Design/Builder to the Town that the Work has progressed to the point indicated, and that, to the best of the Design/Builder's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents and that all lien waivers and certificates required under the Contract Documents have been furnished to the Town in proper form.

11.4 Omitted.

11.5 Decisions to Withhold Payment.

11.5.1 The Town may decline to make payment and may withhold its payment in whole or in part, to the extent reasonably necessary to protect the Town, if in its opinion, the representations to the Town as provided in subparagraph 11.3.5 are unfounded in fact. If the Town refuses to make payment in the amount of the application, it will, within seven (7) days after the receipt of the signed Design/Builder's Application for Payment, notify the Design/Builder in writing its reasons for withholding a payment in whole or in part. If the Design/Builder and the Town cannot agree on a revised amount, the Town will promptly issue a payment for the amount that the Town and Design/Builder agree is not in controversy. The Town may also decline to make payment or, because of subsequently discovered evidence or subsequent observations, it may nullify the whole or any part of any payment previously made, to such extent as may be necessary because of:

- .1 defective work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims;
- .3 failure of the Design/Builder to make payments properly to subcontractors or supplies for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Town or another contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, or that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 failure to carry out the Work in accordance with the Contract Documents; or
- .8 failure to maintain accurate and up-to-date as-built drawings.

11.5.2 When the above grounds are removed, payment shall be made by the Town for amounts withheld because of them.

11.6 Progress Payments.

11.6.1 The Town shall make payment in a timely manner not to exceed thirty (30) days from the time of Application for Payment. The Town may refuse to make payment on any Application for Payment for any default of the Contract, including, but not limited to those defaults set forth in subparagraphs 11.5.1.1 through 11.5.1.8. The Town shall not be deemed in default by reason

of withholding payment while any of such defaults remain uncured.

11.6.2 The Design/Builder shall promptly pay each subcontractor, upon receipt of payment from the Town, out of the amount paid to the Design/Builder on account of such subcontractor's work, the amount to which said subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Design/Builder on account of such subcontractor's work. The Design/Builder shall, by an appropriate agreement with each subcontractor, require each subcontractor to make payments to his sub-subcontractors in similar manner.

11.6.3 The Town may, on request and at his discretion, furnish to any subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Design/Builder and the action taken thereon by the Town on account of Work done by such subcontractor.

11.6.4 The Town shall not have any obligation to pay or to see the payment of any monies to any subcontractor except as may otherwise be required by law.

11.6.5 Payment to suppliers shall be treated in a manner similar to that provided in subparagraphs 11.6.2, 11.6.3, and 11.6.4.

11.6.6 No progress payment nor any partial or entire use or occupancy of the project by the Town, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

11.6.7 Retainage.

11.6.7.1 In addition to any amounts withheld from payment pursuant to any other provision in this Agreement, and if the Design/Builder is satisfactorily performing the Agreement, the Town shall retain from progress payments, until payment is due under the terms and conditions governing Final Payment, amounts as follows:

- .1 The Town shall retain ten percent (10%) of each progress payment until the Work is at least fifty percent (50%) complete.
- .2 After the Work is fifty percent (50%) complete, the Town may, at its sole discretion, reduce retainage to five percent (5%) of each progress payment. A retainage of five percent (5%) of any progress payment shall not limit the Town's discretion to retain ten percent (10%) of any subsequent progress payment.

11.6.7.2 In no event shall the amount retained pursuant to Subparagraph 11.6.7 be reduced to less than five percent (5%) of the Contract Sum until after final acceptance of the Project by the Town.

11.7 Failure of Payment.

11.7.1 If the Town does not, for reasons other than a default of the Agreement, including, but

not limited to those defaults set forth in Subparagraphs 11.5.1.1 through 11.5.1.8, pay the Design/Builder within thirty (30) days after an Application for Payment, then the Design/Builder may, upon seven (7) additional days' written notice to the Town, stop the Work until payment of the amount owing has been received. The Guaranteed Completion Date shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design/Builder's reasonable costs of shut-down, delay and start-up, which shall be effected by appropriate Change Order.

11.8 Substantial Completion.

11.8.1 Substantial Completion is the stage in the progress of the Work when the Work (or designated portion thereof which the Town agrees to accept separately) is sufficiently complete in accordance with the Contract Documents so the Town can occupy or utilize the Work for its intended use. The Work will not be considered suitable for Substantial Completion review until all project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of Town's personnel in the operation of systems has been completed, and all final finishes within the Agreement are in place. In general, the only remaining Work shall be minor in nature, so that the Town could utilize the improvements on that date and the completion of the Work by the Design/Builder would not materially interfere or hamper the Town's normal operations. As a further condition of Substantial Completion acceptance, the Design/Builder shall certify that all remaining Work will be completed within thirty (30) consecutive calendar days or as agreed upon following the date of Substantial Completion.

11.8.2 When the Design/Builder considers that the Work, or a designated portion thereof which the Town agrees to accept separately, is substantially complete, the Design/Builder shall prepare and submit to the Town a list of items to be completed or corrected. The Design/Builder shall proceed promptly to complete and correct items on the list. The failure to include any items on such list does not alter the responsibility of the Design/Builder to complete all Work in accordance with the Contract Documents. Upon receipt of the Design/Builder's list, the Town will make an inspection to determine whether the Work or designated portion thereof is Substantially Complete. If the Town's inspection discloses any item, whether or not included on the Design/Builder's list, which is not in accordance with the requirements of the Contract Documents, the Design/Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such items upon notification by the Town. The Design/Builder shall then submit a request for another inspection by the Town to determine Substantial Completion. When the Work or designated portion thereof is Substantially Complete, the Town will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Town and the Design/Builder for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Design/Builder shall complete the items listed therein, which time shall be no longer than thirty (30) days after the scheduled completion date. The Certificate of Substantial Completion shall be submitted to the Town and the Design/Builder for their written acceptance of the responsibilities assigned to them in such Certificate.

11.8.3 Upon Substantial Completion of the Work or designated portion thereof and upon

application by the Design/Builder, the Town shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof, as provided in the Contract Documents.

11.9 Partial Occupancy or Use.

11.9.1 The Town may occupy or use any completed or partially completed portion of the Work at any stage of construction regardless of whether the Guaranteed Completion Date has expired (hereinafter sometimes referred to as "partial occupancy"). Such partial occupancy may commence whether or not the applicable portion of the Work is Substantially Complete.

11.9.2 In the event of partial occupancy, the Design/Builder shall promptly secure endorsement from its insurance carriers and consent from its sureties, if any.

11.9.3 In the event of partial occupancy before Substantial Completion as provided above, the Design/Builder shall cooperate with the Town in making available for the Town's use and benefit such building services as heating, ventilating, cooling, water, lighting, telephone, elevators, and security for the portion or portions to be occupied, and if the Work required to furnish such services is not entirely completed at the time the Town desires to occupy the aforesaid portion or portions, the Design/Builder shall make every reasonable effort to complete such Work or make temporary provisions for such work as soon as possible so that the aforementioned building services may be put into operation and use. Similar provisions shall be made where the improvements or structures are not buildings so that the Town may use or occupy such portions of the structure or improvement.

11.9.4 In the event of partial occupancy prior to Substantial Completion, mutually acceptable arrangements shall be made between the Town and Design/Builder in respect of the operation and cost of necessary security, maintenance and utilities, including heating, ventilating, cooling, water, lighting, telephone services, and elevators. The Town shall assume proportionate and reasonable responsibility for the cost of the above services, reduced by any savings to Design/Builder for such services realized by reason of partial occupancy. Further, mutually acceptable arrangements shall be made between the Town and Design/Builder in respect of insurance and damage to the Work. Design/Builder's acceptance of arrangements proposed by Town in respect of such matters shall not be unreasonably withheld, delayed, or conditioned. Similar provisions shall be made where the improvements or structures are not buildings so that the Town may use or occupy such portions of the structure or improvement.

11.9.5 In each instance, when the Town elects to exercise its right of partial occupancy as described herein, the Town will give Design/Builder advance written notice of its election to take the portion or portions involved, and immediately prior to partial occupancy, the Town and Design/Builder shall jointly inspect the area to be occupied or portion of the Work to be used to determine and record the conditions of the same.

11.9.6 It shall be understood, however, that partial occupancy shall not: (1) constitute final acceptance of any work, (2) relieve the Design/Builder for responsibility for loss or damage because of or arising out of defects in, or malfunctioning of, any work, material, or equipment, nor from any other unfulfilled obligations or responsibilities under the Contract Documents, or

(3) commence any warranty period under the Contract Documents; provided that Design/Builder shall not be liable for ordinary wear and tear resulting from such partial occupancy.

11.9.7 Subject to the terms and conditions provided herein, if the Design/Builder claims that delay or additional cost is involved because of partial occupancy by the Town, Design/Builder shall make such claim as provided elsewhere in the Contract Documents.

11.10 Final Completion and Final Payment.

11.10.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Town will promptly make such inspection. Design/Builder's final Application for Payment shall constitute a certification by Design/Builder that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance due the Design/Builder, and noted in said final Certificate, is due and payable. The Design/Builder's final Application for Payment shall also constitute a further representation that the conditions precedent to the Design/Builder's being entitled to final payment as set forth in Subparagraph 11.10.2 have been fulfilled. Final Payment is also subject to all Town Charter and Town Code requirements. Warranties required by the Contract Documents shall commence on the date that the Town issues a Final Payment to the Design/Builder.

11.10.2 Neither the Final Payment nor the remaining retained percentage shall become due until the Design/Builder submits to the Town (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Town or his property might in any way be responsible have been paid or otherwise satisfied, (2) consent of surety, if any, to Final Payment, and (3), if required by the Town, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Agreement, to the extent and in such form as may be designated by the Town, and (4), evidence of compliance with all requirements of the Contract Documents: notices, certificates, affidavits, other requirements to complete obligations under the Contract Documents, including but not limited to (a) instruction of Town staff in the operation of mechanical, electrical, plumbing and other systems (b) delivery of keys to the Town with keying schedules, sub-master and special keys, (c) delivery to the Town of all written warranties and assignments thereof prepared in duplicate, certificates of inspections, and bonds for the Town's review, (d) delivery to the Town of printed or typewritten operating, servicing, maintenance and cleaning instructions for the Work; parts lists and special tools for mechanical and electrical work, (e) delivery to the Town of a final waiver of liens in a form satisfactory to the Town, covering all work including that of all subcontractors, vendors, labor, materials and services, executed by an authorized officer and duly notarized. In addition to the foregoing, all other submissions required by other articles and paragraphs of the specifications including final construction schedule shall be submitted to the Town before approval of Final Payment. If any subcontractor refuses to furnish a release or waiver required by the Town, the Design/Builder may furnish a bond satisfactory to the Town to indemnify the Town against any such lien. If any such lien remains unsatisfied after all payments are made, the Design/Builder shall refund to the Town all monies that the latter may be compelled to pay in discharging such lien, including all

costs and reasonable attorney's fees.

11.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design/Builder or by the issuance of Change Orders affecting final completion, the Town shall make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design/Builder to the Town prior to such payment. Such payment shall be made under the terms and conditions governing Final Payment, except that it shall not constitute a waiver of claims.

11.10.4 The acceptance of Final Payment by the Design/Builder, a subcontractor, or supplier shall constitute a waiver of all claims by that payee except those previously made in writing and identified by that payee as unsettled on payee's final Application for Payment.

ARTICLE XII

PERFORMANCE AND PAYMENT BONDS

12.1 Performance and Payment Bonds. The Design/Builder shall furnish a Performance Bond and a Payment Bond, each in an amount equal to one hundred percent (100%) of the Contract Sum. Said bonds shall be issued by a responsible surety approved by the Town and shall guarantee the faithful performance of the Agreement and the terms and conditions herein contained and the maintenance of the proposed improvements in good repair according to the terms contained in this Agreement. Accompanying each bond form shall be a "Power of Attorney" authorizing the attorney in fact to bind the surety company and certified to include the date of the bond. Such bonds shall be on forms provided by the Town.

12.1.1 The Design/Builder shall deliver said bonds, completed and executed, to the Town according to the chronology set forth in Section 1.1 and prior to the commencement of any Work pursuant to this Agreement.

ARTICLE XIII

CORRECTION OF THE WORK

13.1 Correction of Work. The Design/Builder shall promptly correct Work rightfully rejected by the Town or known by the Design/Builder to be defective or failing to conform to the Construction Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct Work under this Agreement found to be defective or nonconforming within a period of one year from the date of Substantial Completion of the Work or designated portion thereof, or within such longer period provided by any applicable special warranty in the Contract Documents.

13.2 No Limitation. Nothing contained in this Article XIII shall be construed to establish a period of limitation with respect to other obligations of the Design/Builder under this Agreement. Paragraph 13.1 above relates only to the specific obligation of the Design/Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design/Builder's liability with respect to the Design/Builder's obligations other than correction of the Work.

13.3 Town's Right to Stop Work. If the Design/Builder fails to correct defective Work as required or persistently fails to carry out Work in accordance with the Contract Documents, the Town, by written order signed personally or by an agent specifically so empowered by the Town in writing, may order the Design/Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the Town's right to stop the Work shall not give rise to a duty on the part of the Town to exercise the right for benefit of the Design/Builder or other persons or entities.

13.4 Town's Right to Correct Work. If the Design/Builder defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven (7) days after receipt of written notice from the Town to commence and continue correction of such default or neglect with diligence and promptness, the Town may give a second written notice to the Design/Builder and, seven (7) days following receipt by the Design/Builder of that second written notice and without prejudice to other remedies the Town may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design/Builder costs of correcting such deficiencies. If the payments then or thereafter due the Design/Builder are not sufficient to cover the amount of the deduction, the Design/Builder shall pay the difference to the Town. Such action by the Town shall be subject to arbitration.

13.5 Uncovering of Work. If any portion of the Work has been covered, the Town may request to see such Work and it shall be uncovered by the Design/Builder. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Town. If such Work be found not in accordance with the Contract Documents, the Design/Builder shall pay such costs unless it be found that this condition was caused by the Town, in which event the Town shall be responsible for the payment of such costs.

ARTICLE XIV

TERMINATION

14.1 Termination for Cause. If Design/Builder is adjudged bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if Design/Builder shall fail to commence the Work in accordance with the provisions of this Agreement or fail to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in substantial accordance with the provisions of the Contract Documents, fail to use

an adequate amount or quality of personnel or equipment to complete the Work without undue delay, fail to perform any of its obligations under the Contract Documents, or fail to make prompt payments due to its subcontractors, materialmen or laborers, then Town shall have the right, if Design/Builder shall not cure any such default after fifteen (15) days written notice thereof to (i) terminate this Agreement, (ii) take possession of and use all or any part of Design/Builder's materials, equipment, supplies, and other property of every kind used by Design/Builder in the performance of the Work and to use such property in the completion of the Work, or (iii) complete the Work in any manner it deems desirable, including engaging the services of other parties therefor. Any such act by Town shall not be deemed a waiver of any other right or remedy of Town.

14.2 Termination for Convenience. Town hereby reserves the right to terminate this Agreement, with or without cause, and without regard to fault or breach upon seven (7) days' prior written notice to Design/Builder. In the event of such termination, the Town shall compensate the Design/Builder for all services performed prior to the termination date together with reimbursable expenses then due, plus any additional actual out-of-pocket costs incurred by Design/Builder attributable solely and exclusively to Town's early termination of this Agreement, exclusive of any lost profit by Design/Builder had this Agreement been completed, and in excess of those costs that would have been incurred absent such termination.

14.3 Upon a determination by a court that termination of Design/Builder pursuant to subparagraph 14.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to subparagraph 14.2 and Design/Builder's remedy for wrongful termination is limited to the recovery of the payments permitted for termination for convenience as set forth in subparagraph 14.2.

ARTICLE XV

MISCELLANEOUS PROVISIONS

15.1 The Design/Builder shall give notices and comply with laws, ordinances, rules, regulations, and lawful order of public authorities relating to the Project.

15.2 This Agreement shall be deemed entered into in Gunnison County, State of Colorado. The location for settlement of any and all claims, controversies and disputes arising out of or related to this Agreement or any breach thereof, whether by alternative dispute resolution or litigation, shall be proper only in Gunnison County.

15.3 This Agreement shall be governed by the laws of the State of Colorado and the charter and ordinances of the Town of Crested Butte.

15.4 In case a provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.

15.5 This Agreement shall be binding on successors, assigns, and legal representatives of and persons in privity of contract with the Town or Design/Builder. Neither Party shall assign,

sublet, or transfer an interest in this Agreement without the written consent of the other.

15.6 This Agreement represents the entire agreement between the Town and Design/Builder and supersedes any prior negotiations, representations, or agreements. The Agreement may be amended only by written instrument signed by both Parties.

15.7 Design/Builder agrees that the economic loss rule as set forth in the *Town of Alma v. Azco Construction, Inc.*, 10 P.3d 1256 (Colo. 2000), shall not serve as a limitation on the Town's right to pursue tort remedies in addition to other remedies it may have against Design/Builder. Such rights and remedies shall survive the acceptance of the Work or any termination of the Contract Documents. Design/Builder further specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes, regarding defects in the Work under the Agreement.

15.8 Commercial Driver's License Substance Screening. The Design/Builder shall provide written assurance to the Town that each driver that provides services requiring a commercial driver's license pursuant to this Agreement participates in an alcohol and controlled substances testing program that meets the requirements of the Federal Motor Carrier Safety Regulations found at 49 C.F.R. Part 382.

15.9 Immigration Compliance. To the extent this Agreement constitutes a public contract for services pursuant to C.R.S. § 8-17.5-101 et seq., the following provisions shall apply: Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. In addition, Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien. Furthermore, Contractor shall terminate such subcontract with the subcontractor if, within three (3) days of receiving the notice required pursuant to this paragraph, the subcontractor does not stop employing or contracting with the illegal alien. Except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor certifies that, prior to executing this Agreement, it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-verify program administered by the United States Department of Homeland Security and the Social Security Administration (the "E-verify Program"), or the employment verification program administered by the Colorado Department of Labor and Employment (the "Colorado Verification Program"). Contractor shall not use either the E-verify Program or the Colorado Verification Program procedures to undertake preemployment screening of job applicants while performing this Agreement.

Contractor shall comply with all reasonable requests by the Colorado Department of Labor and Employment made in the course of an investigation undertaken pursuant to the authority established in C.R.S. § 8-17.5-102(5).

15.10 The person or persons signing and executing this Agreement on behalf of each Party, do hereby warrant and guarantee that he/she or they have been fully authorized to execute this

Agreement and to validly and legally bind such Party to all the terms, performances and provisions herein set forth.

SIGNATURE PAGE FOLLOWS

**[INSERT REGISTERED BUSINESS
NAME OF DESIGN/BUILDER]**

TOWN OF CRESTED BUTTE

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

Secretary

Town Clerk

(Corporate Seal,
if applicable)

(Seal)

Address for giving notice:

Address for giving notice:

507 Maroon Avenue
P.O. Box 39
Crested Butte, Colorado 81224

Approved as to legal form:

Attachment 1 to Agreement
Proposal and Preliminary Design Documents
(To be inserted in final contract)

Attachment 2 to Agreement
Final Project Design Drawings and Specifications
(To be inserted in final contract)

Attachment 3 to Agreement
Construction Documents
(To be inserted in final contract)

Attachment 4 to Agreement
Performance and Payment Bonds
(To be inserted in final contract)

EXHIBIT B TO REQUEST FOR PROPOSAL

REQUIRED FORM OF PERFORMANCE AND PAYMENT BONDS
(to be Completed Only upon Award)

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____
_____ ("Principal") and _____
_____ ("Surety"), hereby jointly and severally bind ourselves, our respective
heirs, executors, administrators, successors and assigns, to pay the Town of Crested Butte, State of
Colorado ("Owner") the sum of

_____ Dollars (\$ _____), in United States currency.

WHEREAS, Principal has, by means of a written agreement dated _____,
entered into a contract with Owner for the construction of _____,
_____ which contract is by reference made a part hereof the same as though fully set forth herein (the
"Contract");

NOW, THEREFORE, the conditions of this obligation are as follows:

FIRST. Principal shall: (1) faithfully perform each and every term and condition of said
Contract on Principal's part; (2) fully indemnify and save harmless the Owner from all costs and damages
which Owner may suffer by reason of Principal's failure to do so; and (3) fully reimburse and repay
Owner all outlay and expenses which Owner may incur in making good any default.

SECOND. For a period of one year from Owner's final acceptance of the work performed
pursuant to said Contract, the material furnished and used and the workmanship employed in the
construction of the improvements described in the Contract shall be free from all defects. The Principal
shall make such repairs as required to remedy any defects of which the Owner has given the Principal
written notice prior to the expiration of the one-year warranty period hereby provided.

THIRD. Provided the Owner has given written notice to the Principal of defects in the Principal's
performance of the Contract prior to the expiration of the one-year warranty period provided for above,
this bond will remain in effect until defects have been remedied in accordance with the Owner's plans and
specifications to the Owner's satisfaction.

FOURTH. If Principal or any of Principal's subcontractors fail to duly pay for any labor,
materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by Principal
or Principal's subcontractor in performance of the Contract, or fails to pay any person who supplies rental
machinery, tools, or equipment, in the prosecution of the Contract, Surety will pay the same in an amount
not exceeding the sum specified in this bond together with interest at the rate allowed by statute.

FIFTH. The Owner shall not be joined in any action against the Principal or Surety on this bond
to enforce payment for amounts lawfully due from the Principal or Principal's subcontractors for work
performed under the Contract, nor shall the Owner be liable for the payment of any costs or expenses of
such action.

SIXTH. In addition to all other conditions hereof, this bond includes all provisions set forth in
section 38-26-106, Colorado Revised Statutes.

If all the above conditions are fully satisfied, this obligation shall be null and void; otherwise it
shall remain in full force and effect.

For value received, Surety further agrees that, any Contract provision to the contrary notwithstanding, Surety's obligations hereunder shall not be affected in any way by any of the following and expressly waives notice of the same:

1. Any extension of time granted to Principal in which to perform the Contract.
2. Any change in the Plans, Drawings, Specifications, Contract or other Contract Documents.

An action on the performance provisions of this bond may be brought by the Owner or any person entitled to the benefits of this bond within five years from the time the cause of action arises.

Principal and Surety are jointly and severally liable under the provisions hereof and actions against either or both may proceed without prior action against the other, and both may be joined in one action.

SIGNED AND SEALED THIS ____ day of _____, 20____.

PRINCIPAL

SURETY

(Name of Company)

(Name of Company)

By: _____

By: _____

Address:

Address:

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____
_____ ("Principal"), and _____
_____ ("Surety"), hereby bind ourselves, our respective heirs,
executors, administrators, successors and assigns jointly and severally to pay the Town of Crested Butte,
State of Colorado ("Owner"), the sum of _____
_____ Dollars (\$ _____), in United States currency.

WHEREAS, the Principal has, by means of a written agreement dated _____,
entered into a contract with the Owner for the construction of _____,
_____ which
contract is by reference made a part hereof the same as though fully set forth herein ("Contract");

NOW, THEREFORE, the conditions of this obligation are as follows:

FIRST. The principal shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing him or his subcontractors with labor, materials, rental machinery, tools, or equipment used or performed in the prosecution of the Contract and, further, shall indemnify and save harmless the Owner to the extent of any payments in connection with the carrying out of any such contract which the Owner may be required to make under the law.

SECOND. If the Principal or its subcontractor fails to duly make such payments, the Surety shall pay the same together with interest at the rate allowed by statute.

THIRD. The Owner shall not be joined in any action by a claimant against the Principal and the Surety on this bond nor shall the Owner be liable for payment of any costs or expenses of such suit.

FOURTH. In addition to all other conditions hereof, this bond includes all provisions set forth in section 38-26-105, Colorado Revised Statutes.

If these conditions are fully satisfied, this obligation shall be null and void; otherwise it shall remain in full force and effect.

For value received, Surety further agrees that, any Contract to the contrary notwithstanding, Surety's obligations hereunder shall not be affected in any way by any of the following and expressly waives notice of the same:

1. Any extension of time granted to Principal in which to perform the Contract.
2. Any change in the Plans, Drawings, Specifications, Contract or other Contract Documents.

An action on the payment provisions of this bond may be brought by the Owner or any person entitled to the benefits of this bond at any time within five years from date of final settlement of the Contract.

Principal and Surety are jointly and severally liable under the provisions hereof and actions against either or both may proceed without prior action against the other, and both may be joined in one action.

SIGNED AND SEALED THIS _____ day of _____, 20____.

IN PRESENCE OF:

ATTEST: (As to Corporation)

Secretary

(CORPORATE SEAL)

COUNTERSIGNED:

()Resident Agent

Print Name

Street Address

City and State

Principal

By:_____

(Name) (Title)

Surety

By:_____

Attorney-in-fact

Give local address and phone number:

(SEAL OF SURETY)

EXHIBIT C TO REQUEST FOR PROPOSAL
PROPOSER'S FEE SCHEDULE
(Form to be Completed and submitted with Proposal)

EXHIBIT D TO REQUEST FOR PROPOSAL
EVALUATION FORM
(Form to be Completed and submitted with Proposal)

EXHIBIT E TO REQUEST FOR PROPOSAL
PROPOSER'S CERTIFICATION
(Form to be Completed and submitted with Proposal)

NOTE: Please ensure that this document is completed and submitted with your proposal. Failure to do so may result in your proposal not being considered for award.

I have carefully examined the Request for Proposal and any other documents accompanying or made a part of this Request for Proposal, including the standard form of agreement provided as Exhibit A to the RFP (the "Agreement"). I hereby certify that, if selected, I can meet all insurance and other requirements contained within the Agreement and that I will sign the Agreement in substantially the form presented in this RFP.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices or rates quoted in my proposal. I agree that my proposal will remain firm for a period of up to sixty (60) days in order to allow the Town adequate time to evaluate the proposals.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the Crested Butte Marshal's Department prior to award.

I certify that all information contained in this proposal is true to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Contractor as its act and deed and that the Contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town of Crested Butte or of any other Proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

BY:

SIGNATURE

PRINTED NAME & TITLE

MAILING ADDRESS

TOWN, STATE, ZIP CODE

() _____
TELEPHONE NUMBER

EXHIBIT F TO REQUEST FOR PROPOSAL

(if any)



Staff Report

August 21, 2014

To: Mayor and Town Council
Thru: Todd Crossett, Town Manager
From: Lynelle Stanford, Town Clerk
Subject: **Support for Fund Raising Efforts for the Center for the Arts**
Date: 8-21-2014

Summary: The Center for the Arts is raising money for a new performing arts center in the Town of Crested Butte. Jenny Birnie, Executive Director for the Center for the Arts, has requested the council authorize the mayor or town manager to sign a letter of support on behalf of the Town to include in their fund raising efforts.

Recommendation: Authorize the mayor or town manager to sign a letter of support for fund raising efforts for the Center for the Arts.

Proposed Motion: Authorize the mayor or town manger to sign a letter of support for fund raising efforts for the Center for the Arts once a draft of the letter has been provided.



CASE STATEMENT

IMPACT OF THE ARTS IN CRESTED BUTTE

The arts are booming in Crested Butte!

Gunnison Valley is home to a **robust arts scene throughout the year** with an amazing array of one-of-a-kind festivals, a multitude of cultural events, recreational opportunities, and live performances that reflect the lifestyle, natural beauty, and western traditions for the Colorado Rocky Mountains. Crested Butte acts as the cultural center of the valley connecting the communities from the Ohio Creek, north to Mt. Crested Butte and Gothic.

In April 2013, ARTPLACE named **Crested Butte one of America's top small town art places**. This new initiative recognizes smaller communities in the country where the arts are central to creating the kinds of places where people want to live, work, and visit. Designation was given because **Crested Butte had the highest concentration of arts non-profits**, core arts-oriented businesses, and workers in creative occupations among smaller towns in the U.S.

For the entire community, art brings people together uniting Crested Butte's residents, both full-time and part-time. The experience of engaging in the arts weaves people together with the common thread of shared experiences. **The Center for the Arts has been providing this sense of connection and belonging for the past 28 years and now is the time to grow our impact.**

"The Center of the Community and The Center for the Arts"

HISTORY

The Center has a history of a vibrant culture of volunteerism, a strong can-do ethic, and a deep sense of community. In 1985, a passionate group of local residents began raising money for a community arts center. Two years later they had raised \$425,000 and the old county road maintenance garage was renovated into the current 6,000 square-foot Center for the Arts facility. It houses a 215-seat auditorium with a stage, lobby, art gallery (exhibiting the work of

local artists) set shop and two dressing rooms, and an attached outdoor stage. It is a facility that for 28 years has been well used and well loved, weathering economic storms and consistently morphing cultural trends. Currently, the Center's building is owned by the city and the organization is in the 3rd year of a 50-year (\$1/yr.) lease.

The Center plans to continue the history of ***bringing the community together*** through expanded programs and partnerships in a new community arts center for the community to continue to enjoy and expand the arts in Crested Butte.

PROGRAMS AND PARTNERSHIPS

The Center impacts the community with **350 annual** programs and partnerships across a range of art: music, visual arts, children's programming, dance, culinary, and film. The Center is also **THE** leader in coordinating arts efforts in the area through the Arts Alliance of the East River Valley. These efforts all combine to build community in Crested Butte.

Programs: The Center is a community-based facility that offers a performing and visual arts venue that provides programming year-round. The Center provides opportunities for local performers and visual artists to showcase their talents. But, there is also an incredible list of world-class performers who have come to Crested Butte and performed at the Center for the Arts including Arlo Guthrie, Junior Brown, Los Lobos, Robert Earl Keen, and Lisa Marie Presley. And although our guests may have seen these amazing performers in New York, San Francisco, or Dallas, nothing compares to the intimate setting of the Crested Butte Center for the Arts. They can see every pick of the guitar, every toe point in the ballet shoe and every extra gasp for air. An event at the Crested Butte Center for the Arts often feels like a private performance.

Partnerships: No other arts organization has the vast array of partnerships that the Center has in Crested Butte. Those partnerships are:

- Crested Butte Dance Collective
- Crested Butte School of Dance
- Crested Butte Film Festival
- Crested Butte Music Festival
- The Trailhead Children's Museum
- School Enrichment Program
- Crested Butte Wine and Food Festival
- The Arts Alliance of the East River Valley

The Center launched additional programs and partnerships without adequate space several years ago. The Center needs a space commensurate to the impact; **a space that can and will** accommodate increased impact through the various and vibrant arts that are a part of the Center.

Through the broad range of programs and partnerships, **the Center for the Arts is truly the Center of the Community.**

POISED FOR GROWTH

In many of the programs and partnerships, the Center has seen doubling and tripling of attendance/interest (e.g. the Crested Butte School of Dance has tripled their impact on the community through the classes program) just in the past few years. The time to replace the Center's historical "maintenance garage" to match the impact in the community is now.

- In 2013 alone the Center welcomed over 33,000 people through its doors through 624 separate events – 277 being produced by the Center alone, the remaining through the Center's wide network of partnerships.
- There were over 20 Piper Gallery and Art Studio Receptions for local and regional artists.
- The Crested Butte Dance Collective held 52 classes serving over 650 dancers, in addition to conducting 146 rehearsals on the Center Stage. Their annual sell-out smash hit "Move the Butte" currently entertains over 1,000 dance enthusiasts.
- The Art Studio conducted over 90 days of instruction to over 500 budding artists at our satellite campus at 111 Elk Avenue. This also included several hundred private lessons, Shared Artist Space participants, and art browsers to the gallery.
- Through our partnership with the Crested Butte Film Festival, the Center offered 24 films to 857 film fans through the Monthly Film Series and hosted over 1,200 during the film festival itself, tripling its growth and impact.
- For the past two years (2013 and 2014), the Center has led the efforts of the Crested Butte Wine and Food Festival to over 750 patrons annually. In addition, because of the Center's leadership partnering with Larimer Associates, the festival had generated income to help fund the Center's other activities and programs.
- The Center's "Tour de Forks" series connected over 800 people at various different events from home "private" concerts, to elaborate meals in many of Crested Butte's finest homes featuring the region's most accomplished chefs.

THE NEED FOR A NEW BUILDING

In the past decade, the Center has outgrown the capacity of the existing facility, staff offices, classrooms, meeting and work spaces – all while demand for services have grown. In order to continue to welcome newcomers and expand our programming, the Center must replace the existing facilities. Furthermore, the Center cannot fulfill the mission of being a home for all as many of the spaces are not accessible to those with special needs. For example, the Piper Gallery, an incredible place for local visual artists to showcase their work, is not handicap accessible. This is also true for the offices and the stage.

The need also extends to the main theater space as well as the need for bigger and higher quality classroom and other spaces. The existing theater is lauded as “intimate”, yet lacks basic space between seats, adequate climate control, and state-of-the-art audio/visual/stage support. In addition, the Center has seen attendance grow over the years that increasing the pure number of seats is needed as well (from approximately 215 seats now to a 260 seat theater, including a balcony).

The Center does not have adequate space to meet the community’s needs.

Programs have expanded beyond the current space. Partnerships have double and even tripled their impact, further cramping the capacity of the existing facility. And economically, there are additional opportunities with an increased space to maximize impact in the community.

NEW BUILDING PROGRESS

Ever since the old county maintenance garage was converted, there was a need for a new building that truly matched the community’s strong desire for the Arts. The initial building conversations started over 10 years ago that led to dozens of community conversations with the Town of Crested Butte and with members of the community. Then, the Center did a feasibility study to understand the potential for a new facility in Crested Butte. **This feasibility study came back with recommendations that line up with the current plan for the new building.**

In addition, the Center has been in direct one-on-one conversations with dozens of champions of the Center and the arts and the overwhelming response is positive. The existing facility must be replaced. Furthermore, the Center has done an exhaustive, multiple-round “needs assessment” with arts organizations and the community as a whole. ALL of these conversations, dialogues, and plans are built into the current vision and building design.

THE CENTER FOR THE ARTS CAMPAIGN FOR A NEW BUILDING

The Center’s vision for the future is to build a new \$12M Center for the Arts. This reflects the Center’s unwavering commitment to improving public arts opportunities and education, supporting the urban renewal and economic revitalization of Crested Butte, and ensuring the Gunnison Valley’s rich cultural history. This project will have a tremendous long-term economic and cultural impact on Crested Butte’s students and their families, the historic downtown area of the city of Crested Butte, as well as the larger community of Gunnison County and western Colorado. Those impacts include:

- Continuing to be a proven economic driver that supports jobs, generates government revenue, and leverages significant event-related spending by the Center’s audiences. Currently the Center’s annual operations **generate over \$3 million** in the economy annually.
- Continuing to attract tourists to the community to support the region’s economic vitality

- Serving as an important catalyst for learning, discovery, achievement, and making significant contributions to the vibrancy of the community

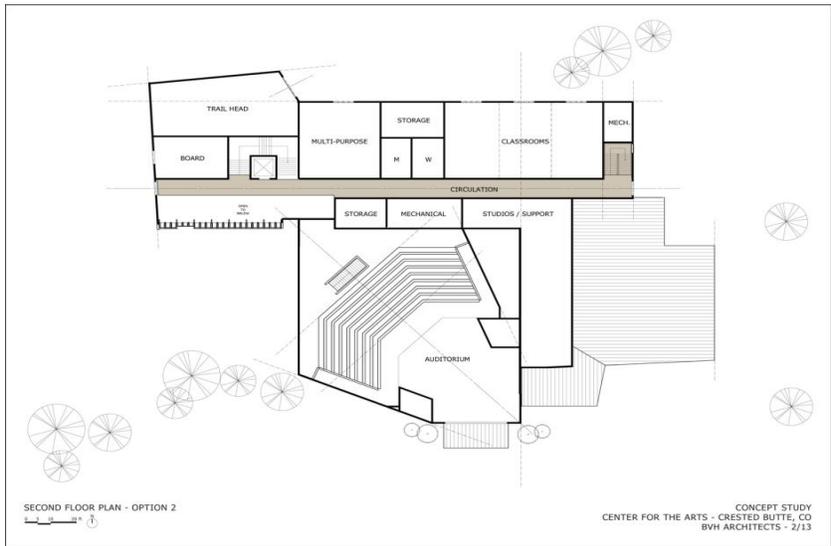
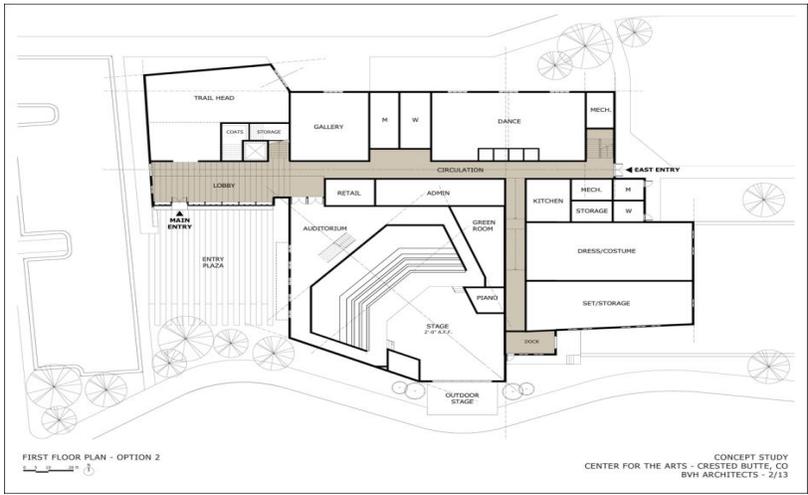
Key Features of our new Community Arts Center Include:

- 300 seat, ADA compliant theater including a balcony
- State-of-the-art lighting, sound and visual equipment
- A music rehearsal room for use by the CB Community school for instruction and lessons
- A catering kitchen for large events, receptions and culinary demonstrations
- 4,000 square feet for the Trailhead Children’s Museum with outdoor music garden
- Three times the space for Visual Arts programs and a Clay Studio
- Three dedicated dance studios for the Crested Butte School of Dance and the Crested Butte Dance Collective
- Energy efficient HVAC and LEED certified
- Several multipurpose community spaces
- The current Center for the Arts building, at 6,000 square feet, will be torn down and a new 38,000 square foot building will be erected in the same location adjacent to Town Park.
- Total project cost: \$15M (\$12M construction/\$3M operating)

Once this historic project is completed, we will:

- Instruct over 1,000 children and youth in long-term professional hands-on training in music, dance, theater, and media arts
- Partner with our local public school district to bring a minimum of 3,000 school children to the Center each year for workshops, arts and drama clubs, artist in residence programs and performance events
- Serve and entertain 20,000 local and regional audience members in the performance spaces
- Engage the entire community of full-time residents, part-time residents, and tourists each year in public events and self-determined programming, by, for, and about the community
- Serve thousands of children through a partnership with the Trailhead Children’s Museum
- Employ and involve hundreds of artists as instructors, performers, creators, and as public educational resources
- Support Crested Butte Community Schools teachers with workshops and curriculum – aimed at incorporating culturally diverse performing and visual arts into their classrooms
- Offer needed meeting room space to over 50 community organizations in the Valley

The Center hopes that you will join the organization in this seminal moment for arts in Crested Butte. The Center has dramatically grown its impact despite a limiting facility over the last 28 years. The Center is poised with strong programs and partnerships to replace the existing facility and move forward for the next 28+ years.



Center for the Arts Funding Plan

The leadership of the Center has initiated a capital campaign to raise the funds needed for the center. Plans are underway to raise \$15 million in total: \$12 million for the new building and \$3 million to support the operations of the new facility. The Center's board plans to fundraise for the entire cost of the building and operations and does not plan to incur any debt through this project.

1 gift @ \$3.0M

2 gifts @ \$2.0M

3 gifts @ \$1.0M

4 gifts @ \$500K

8 gifts @ \$250K

10 gifts @ \$100K

+ Broad Based Community Support

TOTAL = \$15 Million

Center for the Arts Capital Budget Estimate

Description of Work	Cost Estimate* (in thousands)
Demolition, Site Work, and Foundation	\$1,021
Superstructure, Exterior, and Roofing	\$2,975
Interior and Conveying	\$1,643
Systems (Fire, Plumbing, Electrical, HVAC)	\$2,929
Equipment	\$520
Project Staffing and Contractor Indirect Costs	\$1,671
Contingency	\$1,241
Total Building Estimate	\$12,000

*This represents the cost estimate the Center received from GE Johnson Construction Company in April 2014.

Center for the Arts Operational Budget and Proforma Estimates

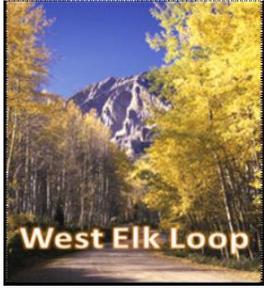
	<u>2014 Current</u>	<u>2021 Projected</u>
<u>Revenue:</u>		
Ticket sales	\$70,000	\$285,000
Programs	\$337,000	\$698,000
Rental Events	\$31,000	\$84,000
Wine & Food Festival	\$50,000	\$100,000
Tour de Forks	\$60,000	\$100,000
Corporate/Business Sponsorships	\$55,000	\$85,000
Gifts and Contributions	\$525,000	\$600,000
<u>Expenses:</u>		
Staff	\$270,000	\$400,000
Operating	\$890,000	\$1,200,000

Approximately 67 percent of the Center's \$800,000 operating budget comes from community-based efforts, including ticket sales and facilities rental. Each year nearly 40 percent of the budget must be raised through corporate sponsorships, business supporters, major donors, and other donations from individual donors.

The Center for the Arts is committed to the Gunnison Valley. One way the Center demonstrates this commitment is by providing greatly reduced rent to community based organizations. Some of the larger organizations are the:

- Crested Butte Mountain Theater
- Crested Butte Music Festival
- Crested Butte School of Dance
- Crested Butte Search and Rescue
- Crested Butte Nordic Center
- Crested Butte Community School

Governance and Staff: A 21-member Board of Directors comprised of full-time local and part-time residents that reflects the demographic makeup of the Upper East River Valley provides oversight and governance for the organization. Three full-time, five part-time and ten on-call staff members operate the facility, including managing, renting and booking programs.



**WEST ELK LOOP
SCENIC AND HISTORIC BYWAY
STEERING COMMITTEE**
511 Colorado Ave Carbondale CO 81623



Dr. Larry Wolk

Executive Director

Colorado Department of Public Health and Environment

4300 Cherry Creek Drive S

Denver, CO 80246

July 29 2014

Sent via first class U.S. Mail

Re: U.S. Energy Corp. Amended Voluntary Cleanup Plan Application

Dear Dr. Wolk:

This correspondence is being sent to you in conjunction with U.S. Energy Corp.'s Amended Voluntary Cleanup Plan ("VCUP") application presently under review by Colorado Department of Public Health and Environment, Hazardous Materials and Waste Management Division ("CDPHE").

The West Elk Byway ("WEB") is a National Scenic Byway governed by the West Elk Loop Scenic and Historic Byway Steering Committee ("WELSHBSC") peopled by local elected officials, land use agencies, business and tourism groups, and concerned citizens. The WELSHBSC has a Corridor Management Plan which we use to help guide us in protecting the intrinsic qualities of the Byway which include: natural, historical, archeological, cultural and recreational elements. The WEB includes the entirety of Gunnison County Road 12, a.k.a. Kebler Pass Road where U.S. Energy's mine site and proposed VCUP is located. As such, the WELSHBSC is deeply concerned about the impacts that a CDPHE approval of the VCUP application could have on the WEB and its surrounding natural areas.

As you are aware, recent history of the mine on Mt. Emmons goes back almost 60 years and includes the construction of a wastewater treatment plant under the Clean Water Act to reduce pollution discharged into Coal Creek after the Creek ran orange from hard rock mining pollution. That facility effectively improved the water quality in Coal Creek to a high degree that continues to this day. Clear and clean water in the Creek contributes directly and significantly to the natural intrinsic qualities of the WEB and is very important to maintain.

Given all that is at stake in CDPHE's approval of the VCUP, the WELSHBSC respectfully requests that CDPHE and other governmental stakeholders carefully review the VCUP application to make sure that it is the right tool for continuing the pristine qualities of the water in Coal Creek and other waterways along the WEB. It is vitally important to the WELSHBSC that the users and communities along the WEB continue to benefit from the beauty of these preserved natural areas. If approving the VCUP means that the natural areas surrounding the wastewater treatment plant will be negatively impacted, we urge the CDPHE to explore other alternatives, including simply leaving the proven wastewater treatment facility in operation. Only then will local health and safety along with our important tourist economies be preserved.

We thank you for your attention and careful consideration in this matter.

Sincerely,

John Hoffmann

A handwritten signature in black ink, appearing to read "John Hoffmann", with a long horizontal line extending to the right.

West Elk Loop Scenic and Historic Byway Steering Committee Chair

CC: Honorable John W. Hickenlooper

Honorable Michael F. Bennet

Honorable Mark Udall

Honorable Gail Schwartz

Honorable Millie Hamner

Scott Armentrout, Forest Supervisor, U.S. Forest Service

Board of County Commissioners for Gunnison County

Town Council for the Town of Crested Butte



Thank you



106 6th Street • Crested Butte, Colorado 81224
www.crestedbuttearts.org

Photo by Nathan Oliver

Dear Greater Baton Rouge Council,

We want to thank you for awarding the Center for the Arts funding for the Art Studio summer season programming. This grant funding will be a tremendous help and we appreciate it.

Thank you for all you do to make this a great community to visit and to live in ~ sincerely,

Heidi Bogart