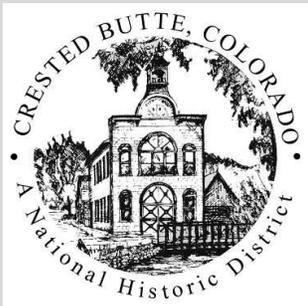


AGENDA
Town of Crested Butte
Regular Town Council Meeting
Monday, September 17, 2018
Council Chambers, Crested Butte Town Hall



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

Town Council Values

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

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

5:00 WORK SESSION

Presentations by Developers for the Affordable Housing Paradise Park Block 76 and Triplex Proposals.

7:30 REGULAR COUNCIL MEETING CALLED TO ORDER BY MAYOR OR MAYOR PRO-TEM

7:32 APPROVAL OF AGENDA

7:34 CONSENT AGENDA

1) September 4, 2018 Regular Town Council Meeting Minutes.

2) Vinotok Special Event Application for September 21 - 23, 2018 and Special Event Liquor Permit for September 21, 2018.

3) Appointment of Creative District Commissioner.

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

7:36 PUBLIC COMMENT

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

7:42 STAFF UPDATES

7:50 OLD BUSINESS

1) Discussion on The Corner at Brush Creek Housing Project.

8:30 NEW BUSINESS

1) Mid-year Report from Chamber Executive Director, Ashley UpChurch.

8:35 2) Ordinance No. 22, Series 2018 - An Ordinance of the Crested Butte Town Council Approving the Cable Television Franchise Agreement with Time Warner Cable Pacific West LLC, Doing Business as Charter Communications.

8:40 3) Ordinance No. 23, Series 2018 - An Ordinance of the Crested Butte Town Council Amending Chapter 8, Article 1 of the Crested Butte Municipal Code to Include Regulations for Operation of Bicycles and Electrical Assisted Bicycles Approaching Intersections.

8:45 4) Ordinance No. 24, Series 2018 - An Ordinance of the Crested Butte Town Council Approving by Reference Amendments to the Red Lady Estates Condominiums Plat Map and Declaration Text for the Vacation of the Public Access Easement and Relocation of Public Access Onto the Adjoining Town-Bench Property.

8:50 5) Ordinance No. 25, Series 2018 - An Ordinance of the Crested Butte Town Council Declaring a Moratorium on the Issuance of New Business Occupation Licenses Under Chapter 6, Article 2 of the Crested Butte Municipal Code for Formula Restaurant and Retail Businesses in All Business and Commercial Districts.

9:30 COUNCIL REPORTS AND COMMITTEE UPDATES

9:40 OTHER BUSINESS TO COME BEFORE THE COUNCIL

9:50 DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, October 1, 2018 - 6:00PM Work Session - 7:00PM Regular Council

- Monday, October 15, 2018 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, November 5, 2018 - 6:00PM Work Session - 7:00PM Regular Council

9:55 **ADJOURNMENT**

MINUTES
Town of Crested Butte
Regular Town Council Meeting
Tuesday, September 4, 2018
Council Chambers, Crested Butte Town Hall

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

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

Staff Present: Town Manager Dara MacDonald and Town Attorney John Sullivan

Open Space/Creative District Coordinator Mel Yemma, Town Planner Bob Nevins, Community Development Director Michael Yerman, Parks and Recreation Director Janna Hansen, and Town Clerk Lynelle Stanford (for part of the meeting)

APPROVAL OF AGENDA

Cowherd requested and Haver concurred to add an Executive Session to the end of the meeting for a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) regarding Brush Creek.

Cowherd moved and Haver seconded a motion to have an Executive Session. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

CONSENT AGENDA

- 1) August 20, 2018 Regular Town Council Meeting Minutes.**
- 2) Emma Coburn's Elk Run 5K Special Event Application and Special Event Liquor Permit for September 29, 2018.**
- 3) Letter to the GMUG National Forest Regarding Forest Plan Revision Draft Wilderness Evaluation Comments.**
- 4) Resolution No. 16, Series 2018 - A Resolution of the Crested Butte Town Council Approving the Award of a Construction Agreement for the Town Park Playground Renovation Project to Black Dragon Development, LLC.**
- 5) Resolution No. 17, Series 2018 - A Resolution of the Crested Butte Town Council Approving the Award of a Construction Agreement for the Bricks in the 100 Block of Elk Avenue Project to Beckwith Builders, Inc in the Amount of \$25,553.15.**

Dujardin moved item #4 from the Consent Agenda to New Business, in order to recuse himself from voting on the item.

Merck moved and Mitchell seconded a motion to approve the Consent Agenda with the removal of item #4 and putting to New Business. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

PUBLIC COMMENT

Frank Kugel - General Manager of the Upper Gunnison River Water Conservancy District - Reported home address to be 24053 Hwy 135

- Provided updates on current water supply conditions and on short-term and long-term forecasts.
- Blue Mesa was below historical levels.
- Temperature was an important factor.
- They were currently involved in a watershed planning effort. They wanted people to be prepared for the year 2050 and beyond.
- Thanked Dujardin for his input and participation on the board.

Krista Hildebrandt - 813 Red Lady Ave

- She was concerned about the Red Lady/Safe Route to School issue.
- The Council voted to stop pursuing the roundabout.
- Sidewalks went in with very little notice or time for public comment.
- She reviewed work that would be proposed in Phase 2. MacDonald clarified Phase 2 was a part of the school's plan.
- She posed questions to the Council, asking about the traffic study and maps. She asked the Council where they were in the process. MacDonald stated it was all a part of the school's master planning effort.
- The residents wanted to be involved in the process.

Carolina Alling

- Referred to a letter she wrote that was included in the packet.
- She asked the Council to reconsider Ordinance No. 25, Series 2017.
- She referenced a guideline within the ordinance that prohibited a garage door from facing the street. She thought the guideline needed more work and could be improved.
- She saw an opportunity to gain long-term rentals.
- Schmidt moved the topic to Other Business.

STAFF UPDATES

- MacDonald confirmed the next work session, on September 17th, would start at 5PM, and the regular meeting would start at 7:30PM.
- Haver questioned whether there was feedback on the dumpsters at Judd Falls. MacDonald reported on conversations she had with District Ranger Matt

- McCombs. Schmidt asked about the dumpsters at the Four-Way. MacDonald said there had not been large items disposed.
- Petito wondered if Cypress could use untreated water to irrigate.
 - Dujardin asked how business owners and residents were being notified of meetings on the parking plan.
 - Cowherd questioned the status of the phone system.

OLD BUSINESS

1) Discussion on The Corner at Brush Creek Housing Project.

Schmidt reported that they had a work session on Brush Creek at Mt. Crested Butte tonight, and they were looking to plan another. Dujardin suggested the Council members organize their thoughts. Each Council member would bring points he or she wanted to discuss to the next meeting. MacDonald requested comments in time for the next packet. Schmidt asked the Council if they wanted to invite Gatesco to address questions on September 17th. The Council wanted to hear from Gatesco. There was discussion around parking and transportation. An agenda item regarding Brush Creek was planned for the next meeting.

2) Update on Activities Related to Council Priorities.

Schmidt referred to MacDonald's memo that included priorities identified by the Council on February 6th. Related to the value of climate action, Schmidt wondered if toxic water at the mine could be used for energy generation. Cowherd pointed out the implementation of the dumpsters and that the Council received agendas of other entities in their packets. Dujardin identified a change in wording in the vision statement, and the Council agreed with his suggestion. There was a discussion around housing on Elk Avenue.

3) Update on 2018 Capital Projects.

Schmidt acknowledged there was a lot going on in September and October. He recognized Stanford had ordered chairs, and he wondered if a new table was needed. No one on the Council voiced disagreement with repurposing the existing table, and Staff would look into re-stabilizing and outlets. There was discussion on the timing of Avalanche Park. Cowherd suggested the bathrooms near Pitsker Field be retained. MacDonald would schedule the discussion on the bathrooms for an upcoming meeting.

NEW BUSINESS

1) Resolution No. 16, Series 2018 - A Resolution of the Crested Butte Town Council Approving the Award of a Construction Agreement for the Town Park Playground Renovation Project to Black Dragon Development, LLC.

Dujardin recused himself and left the room.

Haver moved and Merck seconded a motion to approve Resolution No. 16, Series 2018. A roll call vote was taken with all voting, “Yes,” except for Dujardin, who did not vote. **Motion passed unanimously.**

Dujardin returned to the meeting.

2) Resolution No. 18, Series 2018 - A Resolution of the Crested Butte Town Council Allowing Alcohol Beverages in Non-Breakable Containers in Town Parks.

Schmidt explained this resolution had to do with Colorado removing the 3.2% beer category.

Merck moved and Mitchell seconded a motion to pass Resolution No. 18, Series 2018. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

3) Update and Possible Action on Grant Opportunities for Trails, Open Space, and Youth Corps.

Mel Yemma introduced herself to the Council. She updated that the application for the Colorado Youth Corps grant was due soon. She explained the work they did. She asked for a \$7,000 match for the grant from the open space stewardship budget.

Petito moved and Dujardin seconded a motion to allocate \$7,000 in the 2019 open space stewardship budget as matching funds for the GOCO Youth Corps Crews for Local Government & Open Space Projects Grant, subject to the annual appropriation in the 2019 budget. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

Next, Yemma reviewed background on work regarding the Crested Butte to Carbondale Trail. They were seeking grant opportunities. TPL asked for a wish list of trails, and they would narrow the list at the next STOR Committee meeting. She asked if they wanted to utilize funding for matching funds for TPL. Yerman elaborated that the opportunity through TPL could be a large grant. However, there was not a lot of support from the County on the Crested Butte to Carbondale Trail. He saw opportunities to leverage \$25,000. Yerman stated the Crested Butte to Carbondale Trail was the most shovel ready project. Merck thought the \$25,000 would be for a really good trail that would connect to Carbondale. Schmidt agreed with Merck.

Dujardin moved and Merck seconded a motion to allocate \$25,000 in the 2019 budget for matching funds for trail construction including the Kebler Pass Trail East Central section of the Crested Butte to Carbondale Trail, subject to the annual appropriation in the 2019 Budget. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

4) Resolution No. 14, Series 2018 - A Resolution of the Crested Butte Town Council Adopting the Second Amendment to the Pre-Annexation Agreement Between the Town of Crested Butte and Cypress Foothills, LP.

Yerman explained this would be the third pre-annexation agreement. Cameron Aderhold, from Cypress, introduced himself. He outlined the public benefits gained through the pre-annexation agreement. The pre-annexation agreement imposed development restrictions on the East Parcel in the County. He then reviewed additional public benefits that would be provided through the second amendment to the pre-annexation agreement. He listed points on which Cypress would be looking for clarity.

Town Planner Bob Nevins quantified requirements in the Code and how the applicant met or exceeded. He reviewed in detail. However, the Town did not receive capital expansion recovery fees from the applicant. Nevins pointed out that land had been set aside to meet the number of required affordable housing units. There was discussion around wording in the agreement. Schmidt questioned the height of the fence. Yerman identified safety concerns with the children at the sledding hill. The discussion regarding the fence continued. Aderhold said Cypress was willing to be flexible.

Yerman said they were looking for direction on configuration as it related to low-quality wetlands. He mentioned an easement that would allow access to the cemetery. Schmidt confirmed water and sewer could fit in the easement. MacDonald drew the Council's attention to a specific section of the agreement that summarized Yerman's points. Schmidt thought the lots were far enough away from the grid, and Cypress could do something to fit the land. Cowherd agreed with Schmidt. No one on the Council voiced disagreement with Plan B, which would allow the developer to create six lots while maintaining a buffer. Yerman confirmed that Plan B would maintain a 25-foot buffer from the wetland area. There were changes to the agreement from what was included in the packet: 1) modifications to Section 6.4.1.2.b to make sure hospital and medical clinic facilities would be an allowed use on Town Parcel 2; 2) clarification that public works facilities were not an allowed use on Town Parcel 2; and 3) in Section 6.4.1.2.d, to allow that fencing above the sledding hill may be as low as 4' tall and may be seasonally removable.

Haver moved and Dujardin seconded a motion to approve Resolution No. 14, Series 2018 with those amendments. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

LEGAL MATTERS

Sullivan updated on The Heights Open Space case. They had a case management conference with Judge Patrick. The judge entered an order requiring the parties to mediate and complete by November 30th. They had not decided upon a mediator or a date. No trial had been set.

Sullivan recognized that the Council was interested in studying how to protect existing retail uses on Elk Avenue. If the Council wanted to move forward, there was the possibility of enacting some sort of moratorium in the interim. He suggested they be proactive rather than reactive. He offered to craft a moratorium ordinance. Schmidt stated that the business community asked for it in Park City. He thought it was important that they talk to the Chamber members. There was discussion on the mechanics and reasoning of the moratorium. Petito wanted to see the first reading of the ordinance at the next meeting, if possible. There were discussions on the locations around Town that would be affected by a moratorium and effects in other communities. An ordinance would be brought forward.

Sullivan reminded that the first anniversary for the Town Attorneys had passed. Schmidt asked for a two-month extension to review them. Cowherd agreed he would like time to discuss and gather information.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

Schmidt referred to the letter from Alling that was included in the packet and mentioned during Public Comment. Yerman explained background on the ordinance referenced by Alling. He told the Council that it was deliberate that front porches faced the street. Alling was asking for reconsideration of the guideline prohibiting garage doors from facing the street. Yerman explained the process in that the Council would ask BOZAR to reconsider the ordinance. He anticipated neighborhood opposition. The Council decided to send to BOZAR for consideration.

Mitchell wanted to see the discussion on the roundabout come back. Dujardin agreed with Mitchell. She didn't think it was fair to the neighborhood to funnel traffic down Red Lady and 8th Street. MacDonald elaborated upon the failure point at Red Lady and 135. She suggested they wait to see the school's master plan and then schedule the discussion.

MacDonald asked the Council to plan the next meeting with Mt. Crested Butte to discuss Brush Creek. It was decided that Town would propose October 1st.

Dujardin stated he was on the Vinotok Council. He wanted to make the Council aware of his involvement with the event application on the next agenda.

MacDonald brought forth the proposed meeting on the One Valley Housing Plan. The Council decided upon September 24th at 6:00PM.

COUNCIL REPORTS AND COMMITTEE UPDATES

Will Dujardin

- The whole county was in extreme drought. Blue Mesa was filled to around 44%.

- Went to QQ in Silverthorne. Walker Stapleton had not come out against Proposition 108, the takings law. Sam Mamet spoke, too. They were trying to allow for higher levels of molybdenum in Ten Mile Creek.
- He enjoyed the CAST meeting.
- There were people that wanted to see the Long Lake deal cleaned up.

Kent Cowherd

- The annual report from the Creative District would be coming up. They were interviewing a new member. Art in public places requests were going out.
- He attended the CAST meeting. He appreciated the information from CAST in the packets.
- He went on the tour of the mine site.

Chris Haver

- Chili and Beer Festival would be this weekend. Chamber membership continued to grow, and the Visitor Center would be reducing hours for the season.
- He highlighted points he learned from the peer-to-peer meeting on Vail.
- He attended Community Builders Task Force. They talked about having Clark Anderson present to the elected officials before the State of the Valley. There was a regional housing plan update that would be presented to Council. The meeting in Almont went well.

Jackson Petito

- The Housing Foundation's focus would be on a PAC (political action committee) for the tax initiative. The upcoming meeting would be next week.

Laura Mitchell

- She got to see the mine, and she attended CAST.

Paul Merck

- He would have a phone call tomorrow morning with the outreach manager of Leave No Trace. He applied as a resident for a grant. West Maroon Trailhead was being considered.
- He would be attending a STOR Committee meeting.

Jim Schmidt

- The Jokerville film was well attended.
- He attended the Vail pre-CAST meeting and the CAST meeting. He stated that Vail didn't seem to be helping out on affordable housing.
- He attended the Mt. Emmons open house.

Will Dujardin

- Referring to the peer-to-peer meeting regarding Vail, he pointed out that without owning development, they still ran development.

- At QQ, he learned that the Colorado River District was advising that compact curtailment was increasingly possible.

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, September 17, 2018 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, October 1, 2018 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, October 15, 2018 - 6:00PM Work Session - 7:00PM Regular Council

EXECUTIVE SESSION

Schmidt read the reason for the Executive Session: for a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) regarding Brush Creek.

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

The Council went into Executive Session at 10:35PM. The Council returned to open meeting at 11:12PM. Mayor Schmidt made the required announcement upon returning to open meeting.

ADJOURNMENT

Mayor Schmidt adjourned the meeting at 11:14PM.

James A. Schmidt, Mayor

Lynelle Stanford, Town Clerk (SEAL)



Staff Report

September 17, 2018

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Lynelle Stanford, Town Clerk
Subject: **Vinotok Special Event Application and Special Event Liquor Permit**
Date: August 31, 2018

Summary:

Vinotok is planned for September 21st and 22nd, 2018. The festivities are scheduled to begin on Friday, September 21st with the Community Feast, which would be held in the 100 Block of Elk Avenue, beginning at 5:30PM. The 100 Block of Elk Avenue would close early morning on September 21st to allow for set up of the Community Feast. Event organizers have applied for a special event liquor permit. They would delineate the Community Feast with thematic boundaries. Feast attendees would be carded at the ticket booth and given a stamp or wristband for age designation. No alcohol is to leave the perimeter of the Community Feast. The 100 Block of Elk Avenue would reopen at 2AM on September 22nd.

The Four-Way parking lot would be closed on Friday, September 21st to allow for the public works crew to dump road base in the circle for the fire. Also in the Four-Way lot, the organizers proposed to incorporate a harvest mandala within the fire circle, starting after the Town Council's approval of the event.

On Saturday, September 22nd, beginning at 5AM, the 200 Block of Elk Avenue would be closed. "Mumming" would begin at 4:30PM on Elk Avenue. From 4:30PM to 7:45PM, Elk Avenue would be closed from 2nd Street to 6th Street for the trial and processional. Elk Avenue would begin to reopen at 8:30PM when the processional moves to the Four-Way parking lot. The Four-Way parking lot would remain closed on Sunday, September 23rd until clean-up is completed.

The event organizers agreed to provide 15 portapotties, 13 to be located within the Four-Way lot and 2 at the Harvest Feast. They would be situated in such a way that access to the Chamber bathrooms is blocked. The event organizers would provide monitors for the bathrooms at the 2nd and Elk bus stop during the Harvest Feast and the bathrooms at the Transit Center to ensure the facilities remain in satisfactory condition.

Recommendation:

To approve the Vinotok special event application and special event liquor permit as part of the Consent Agenda.



TOWN OF CRESTED BUTTE SPECIAL EVENT APPLICATION

1. EVENT INFORMATION:

Name of Event: Vinotok

Date(s) of Event: Friday, Sept. 21 & Saturday, Sept. 22, 2018

Location(s) of Event: 100 Block of Elk Ave & 2nd to 7th on Elk Ave & 1-Way Lot

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

Name of Organization Holding the Event ("Permittee"): Vinotok
Note: The permittee of an event must be the same "Entity Name" as the named insured on the insurance certificate and the Secretary of State Certificate of Good Standing.

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

Date <u>Fri 9/21/18</u>	Time: From <u>5:30pm</u>	To <u>10pm</u>
Date <u>Sat 9/22/18</u>	Time: From <u>4:30pm</u>	To <u>10:30pm</u>
Date _____	Time: From _____	To _____
Date _____	Time: From _____	To _____

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

Date <u>Fri 9/21 - Sat 9/22</u>	Time: From <u>8am</u>	To <u>2am (on Sat)</u>
Date <u>Sat 9/22 - Sun 9/23</u>	Time: From <u>5am</u>	To <u>1pm (on Sun)</u>
Date _____	Time: From _____	To _____
Date _____	Time: From _____	To _____

Expected Numbers: Volunteers: 45 & 200 Spectators: 300 & 1800

Name of Event Organizer: Molly Murfcc

Phone: 970 319 0947 Cell Phone: _____

E-Mail: mmurfcc.acei@usa.net Fax Number: _____

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

Phone: _____ Cell Phone: 970 319 5112 E-Mail: Katharrington@gmail.com

Mailing Address of Organization Holding the Event: PO Box 4195, CB, CO 81224

Email Address of Organization: Katharrington@gmail.com Phone Number: 970 319 5112

2. INSURANCE, LIQUOR PERMITS, SECURITY PLANS:

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

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

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

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

ID checker & marker at gate, fencing marking boundary, Vinotok volunteers, TIPS certified bartender at all times

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

Is Proof of Insurance Attached? Yes No

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

Will Your Event Require Any Road Closures? Yes No

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

Please see "2018 Road & Parking Lot closures" for all details

Streets: _____ Date _____ Time: From _____ To _____

Streets: _____ Date _____ Time: From _____ To _____

Streets: _____ Date _____ Time: From _____ To _____

Streets: _____ Date _____ Time: From _____ To _____

Streets: _____ Date _____ Time: From _____ To _____

Streets: _____ Date _____ Time: From _____ To _____

Will Your Event Impact Mt. Express Bus Service and/or Routes? Yes No → Fri 21 for Fcast

→ Sat 22 for majority of day

If Yes, Explain Impact (include times): Sat the 22nd 200 Block Stages setup on Elk;

mumming 4:30-7:45 6th-2nd on Elk; 7:45-8:30 200 Block for Passion Play; 8:30-9:15 Funeral Procession from 200 Block to the 4-Way Lot; 9:15-10:30 at 4-Way Lot for Andy Bamberg Memorial Bonfire.

Please see "Vinotok 2018 SEPA Information" for more details

Will Your Event Affect Any Handicapped Parking Spaces? Yes No

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

Describe Plan for Parking: 4-Way Lot spots will be moved to the tennis court parking lot.

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

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

barricades
traffic control
additional police & EMS & FIRE
trash receptacles & removal - Arrangements made directly with Waste Management WMS
Please see "Vinotok 2018 SEPA Info" and "2018 Road and Parking Lot Closures"

Does Your Event Include a Parade? Yes No

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

[Signature]
Signature of Event Coordinator

4. AMPLIFIED SOUND AND NOTIFICATION:

Will There Be Amplified Sound at This Event? Yes No

If Yes, Describe: Microphone and speakers at Feast & Stage for Passion Play

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

Describe Plan for Notifying Businesses and Residents Impacted by Your Event: Signs in the central zones and small flyer brought to each residence & business w/in the 250' zone for each event.

5. TRASH, RECYCLING, PORTABLE TOILETS AND RESTROOMS:

How much trash do you anticipate generating at the event? Aim to be 0 waste at both

What recyclable products will be generated at the event? events; Crystal Edmunds is our Green Team Coordinator for the whole Celebration

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

Phase see "Vinotok 2018 SEPA Info" for details; Vinotok has a volunteer specifically for this, Crystal Edmunds, and she has designated crews for the various Celebrations

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

Old Town Hall bathrooms + 2 port-o-potties @ 2nd & Elk
13 units (12 reg + 1 ADA) @ 4-Way Lot: around Chamber bathrooms & stairs; remainder, placement will be determined.
Transit Center bathrooms will remain open during the event LMS

6. SALES TAX:

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

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

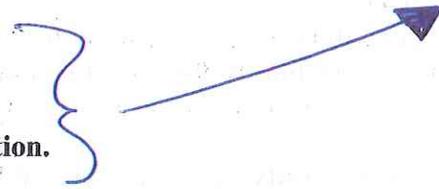
Will You Be Selling Products (food, drink, or merchandise) At Your Event? Yes No

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

Donations for all events

Town of Crested Butte Sales Tax Application is Attached.

List of Vendors with your Crested Butte Sales Tax Application.



7. BANNER PERMITS:

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

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

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

Town Manager Approval: _____

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

8. PLEASE REVIEW, SIGN, AND DATE:

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

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

Kat Harrington / Kat Harrington
 Print Name Clearly / Signature of Applicant (Permittee)

7 Aug 2018
 Date

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Vinotok

is a

Nonprofit Corporation

formed or registered on 08/25/2015 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20151552998 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/11/2018 that have been posted, and by documents delivered to this office electronically through 09/12/2018 @ 14:22:07 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 09/12/2018 @ 14:22:07 in accordance with applicable law. This certificate is assigned Confirmation Number 11113217 .



Secretary of State of the State of Colorado

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

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

VINOTOK FIRE OPERATIONS AND SAFETY PLAN

- A. Meeting and discussion with Town staff, Marshal's office, and CBFPD
 - a. Debrief previous Celebration
 - i. Within three weeks post Celebration
 - ii. If necessary, again in the first four months of the following year
 - b. Offer solutions for concerns and a better Celebration
 - c. Alert neighbors of event two weeks prior to Celebration

- B. Exemplar fire structure and material burn (if changes are to be made from previous year)
 - a. 2-3 months prior to Celebration
 - b. Attendance by: Fire, Grump designer
 - i. Vinotok Fire Marshal
 - ii. Town Marshal
 - iii. Representative from CBFPD
 - iv. Representative from Town of Crested Butte
 - c. Exemplar shall be of the size and fuel load to be used in Vinotok Fire
 - d. Debrief and recommendations from all parties
 - e. Distribution of approved plans to:
 - i. Grump builder
 - ii. Green Man/fire builder
 - iii. Accessory/remote builders
 - iv. Vinotok Fire Marshal
 - v. Town staff
 - vi. CBFPD
 - vii. Town Marshal

- C. Construction Phase May-September
 - a. Pre-fire construction meeting with all Vinotok division heads (Wednesday 9/19/18)
 - b. Fuel wood gathering (4-6 weeks prior)
 - c. Final pre-build check-in (Thursday 9/20/18)
 - d. Bonfire construction on Saturday 9/22/18
 - e. Grump delivery and assembly-Saturday 9/22/18
 - f. Grump pyrotechnics-Saturday afternoon 9/22/18
 - g. Grump Inspection by Town Marshall and CBFPD-Saturday 9/22/18 at 4:00PM
 - h. Fire inspection by Town Marshall and CBFPD-Saturday 9/22/18 at 4:30PM
 - i. Vinotok division heads check-in Saturday 9/22/18 at 5:00PM

- D. Burn Phase Saturday 9/22/18

- a. Monitor weather-all day, decision point 8:00 PM
- b. CBFPD to wet down perimeter grasses by 8:00 PM
- c. Procession to be at 4-Way parking lot by 9:00 PM
- d. Grump placed in fire ring, connected to remote firing system 9:15 PM
- e. All clear to be coordinated with Marshal, CBFPD, Vinotok Director, and Vinotok Fire Marshal
- f. Fire to be started at approximately 9:15 PM
- g. Fire to be contained and extinguished by 10:30 PM

E. Post Burn

- a. CBFPD to complete mop-up by 11:30PM on Saturday 9/22/18
- b. Vinotok to clean up the 4-Way, Elk Avenue (7th-the top), Maroon and Sopris (6th-1st), and the alleyways between Elk Avenue and Maroon and Sopris (6th-1st) starting at 9:30AM and done by 1:00PM on Sunday 9/23/18
- c. Initial debrief with Town Marshal and Vinotok committee Sunday afternoon
- d. Full debrief with Town Staff, Town Marshal, CBFPD officials, and Vinotok committee within 3 weeks of event

Vinotok Chairperson

Vinotok Fire Marshal

Grump Builder

Green Man/Fire Builder

Remote Fire Component Builder

Pyro Technician

Road and Parking Lot Closure

Monday 9/17

10 pm-11:59 (After Town Council Meeting, pending approval)

- For Mandala at the **4-Way lot** (Please See “Vinotok Harvest Mandala at the 4-Way” for more details):
 - The roped barricades Vinotok uses to build a circumference around the bonfire will be placed exactly around *only* the concrete pad.
 - The barricades and mandala will remain up until removal, by Vinotok volunteers, on Friday, September 21 at 9am, when Public Works drops the road base on the cement circle.

Thursday 9/20/18

Daytime

- 4 “No Overnight Parking” cones down the middle of **100 Elk Ave** (Feast closure for Friday night).
- 2-3 “No Parking” cones along the east stair parking spaces at **the Chamber** (porta potty drop-off), and more “No Parking” cones to close off **southern half of 4-Way lot** (cement circle to southern edge and the eastern to western edge for drop off of: flower boxes, porta potties, and road base).
 - Or Barricade off entire **4-Way lot**.
- 2-3 “No Parking” cones on the northern side of the **4-Way lot** across Entry 2 for more porta potty units that will block that entry point.
- 2-3 “No Parking” cones in the northwest corner of the **4-Way lot** for Dumpster drop off on Friday to block Entry 1.
- **First St and Second St** barricades staged by Public Works.
- 2 “No Parking” cones along the west side of the **Public House 202 Elk Ave on Second St** (porta potty drop-off).

Friday 9/21/18

2am

- Barricades placed to close **100 Elk Ave at First and Second St**.

8am

- 5-6 “No Overnight Parking” cones at the **4-Way lot**.
- 4 “No Overnight Parking” cones in the **200 Block of Elk Ave**

9am

- Removal and cleanup of Mandala at **4-Way lot** by Vinotok Volunteers

TBD

- Public Works to drop off road base on the cement pad at the **4-Way lot**, a rough pat down (Vinotok will fine tune it down to 6”)

All Day

- **100 Block** Closed until 2am Saturday 9/22/18; Vinotok will remove and stow barricades for use on Saturday 9/22 on the 200 Block

•

Late Night

- Barricade off entire **4-Way lot**, Entry points that haven’t yet been blocked (Dumpster, porta potties, flower boxes)
- 4 “No Overnight Parking” cones in the **600 Block of Elk** adjacent to Tennis/4-way lot
- “No Parking” cones on all of the **200 Block of Elk Ave** (North and South sides)

Saturday 9/22/18

5am

- **4-Way lot** closed; reopening Monday 9/24/18 (after retrieval of dumpster, totes, and porta potties and removal of road base).
- “No Parking Cones” placed on the **600 Block of Elk Ave**, reopening Sunday 9/23/18 by 1am (once dedicated fire truck and Marshal vehicles are done)
- Closure of the entire **200 Block of Elk Ave** with barricades

4pm Vinotok fire inspection with the CBPFD

4:30pm-11pm

- **200 Block of Elk Ave** Closed (will be all day), to reopen after Passion Play ~8:45pm (see below)
- Mumming begins at ~5pm. Post officers east and west of mumming for temporary, **rolling closures on Elk Ave, 4-Way to 3rd**, as the Mummies move up Elk Avenue to allow parking and restaurant visitation. The **200 Block of Elk Ave** remains closed the entire time.
- Mummies will pause for drumming/dance performance/parties at 2-3 locations on Elk Ave, not to interfere with intersections. Two confirmed locations will be in front of the Community Store/Secret Stash and the Brick Oven.
- **Elk Ave rolling closure from 3rd to the 4-Way** from ~7:45pm-9pm for the Grump’s Funeral Procession. Post units east and west of procession. Post units at Sopris and Maroon when units close Elk Ave. By ~9pm everyone should be at the 4-Way and Elk Ave west can reopen. Marshal vehicles to block Elk Ave on both ends of the 600 Block.
- Pre-fire, during the fire, and post fire ~8pm - 11pm, the **600 block of Elk Ave** should be closed to assure public safety. CBPFD will utilize vehicles to block errant or felonious vehicle entry to pedestrian filled areas as much as possible at Entry 6 and Entry 7 (which will remain open for the Cast, Crew, and Grump to enter the 4-Way; additionally, flower boxes will be placed to block Entry 5 and Entry 4 and Entry 3, porta potties at Entry 2, and the dumpster at Entry 1.

These times are close approximations:

4:30 Full Cast Photo and Head to 4-Way lot

4:45-5:05 Inspect Fire Ring & Barricades by Mumming Cast

5:05-5:25 4-Way-5th

5:15-5:25 5th-4th

5:25-6:05 4th-3rd

6:05-7:15 3rd-2nd

7:15-7:45 2nd-1st

- The **200 Block of Elk Ave** will be closed for the entire Mumming, through the Passion Play, and will reopen once the Funeral Procession heads to the 4-way; we have a designated volunteer team, wrangled by Crystal Edmunds, clearing major trash/recycling grievances and they will move the barricades to reopen the 200 Block of Elk Ave before catching up with the Funeral Procession. They will move the barricades to the westside of the stage to ensure easier removal of the flatbeds (used to create the stage) in the morning on Sunday 23, Sept.

7:45-8:00 Get the Grump to the Stage and Police Barricade 600 Block of Elk Ave

- The intersection at 2nd and Elk should be closed at this time while the Grump is positioned and rolled onto the **200 Block of Elk Ave** (closed at this point).
- The intersection at **3rd and Elk Ave** should be closed at this time until the Funeral Procession clears the intersection heading to the 4-Way.

8:00-8:30

- Passion Play in Front of Talk of the Town
- Green team will move the barricades to the westside of the stage to ensure easier removal of the flatbeds (used to create the stage) in the morning on Sunday 23, Sept.

8:30 Dedicated Fire Truck at the 4-Way

8:30-9:00 Funeral Procession

9:00 Arrive at 4-Way; Elk Ave. **4-Way West is reopen**

9:15 Light the Andy Bamberg Memorial Bonfire

10:30 Andy Bamberg Memorial Bonfire is extinguished

11pm-1am **All of Elk Ave reopen**

Sunday

9:30am- ~1pm

- **4-Way** lot cleaned of all trash and fire debris; road base awaiting pickup on Monday with Public Works; dumpster and totes awaiting pickup by Waste Management; and porta potties awaiting pickup by Gunnison Construction and Septic

~1pm

- **200 Block reopens**
- Pickers and buckets stowed at Chamber for pickup by P&R or Public Works

Monday

- Public Works removes road base from the 4-Way lot and transports it to the gravel pits behind CBCS for storage until the 2019 Vinotok Celebration.
- Dumpster and totes are collected by Waste Management.
- Porta potties are collected by Gunnison Construction and Septic.

Once everything is collected and cleared the 4-Way lot will reopen to the public; opening time dependent upon when various entities collect their wares.

Maps

Site Plan (Joe Bob)

Fire Plan (Joe Bob)

Fire/Grump Elevation (Joe Bob)

Grump Elevation (Joe Bob)

Road Base Layout (Bob W)

2017 vs 2018 Grump Elevation (Joe Bob)

Approximate Feast Layout- Liquor Licensed Area and Security (hand drawn) (Margie B and Kat)

Notification of Amplified Sound & Road: Parking Lot Closures (print map and draw in various needs) (Kat)

Need to print and fill out

CB SEPA Checklist (Kat)

SEPA Application (Kat)

Special Event Liquor License (Kat)

Other Documents

SEPA INFO (~11 pages) (Kat)

Vinotok Fire Operations and Safety Plan (Bob W/Kat)

Road and Parking Lot Closure (Kat)

Nonprofit in Good Standing Certificate (need to compete every year) (Kat/Molly gets emails too)

Amplified Sound Form (CB Town page for SEPAs) (Kat)

Notification of Amplified Sound for restaurant and residence distribution (Kat) (update dates annually)

4-Way Entry Points and Town Flower Box Dimensions (Kat)

Fire Watch and Crowd Control Personnel (Kat) (Listed with Town Deputy at Town Hall-Betty Warren)

Road Base drop off, use of, pickup, and storage (Bob W and Rodney Due)

Vinotok Harvest Mandala at the Four Way + two images

Insurance (CB Town Page for SEPAs) (Kat) (Mt. West has been our provider for many years)

- Additionally Insured: Town of Crested Butte and Crested Butte Farmers Market
- Must have Binder for Submission, receipt of payment is not sufficient

Pay for Application, Permit, and Liquor License Fee and Clean Up Deposit (Kat; can be paid in 1 check)

2018 SEPA INFO VINOTOK

COMMUNITY FEAST Friday 21, September

Celebration Description:

The Vinotok Community Feast is a family friendly event where community members may come together to share a regionally produced, seasonal meal. The evening is complemented with fire side entertainment from community members and demonstrations of fire art from the Crested Butte Fire Spinners.

Celebration Location: The 100 block of Elk Ave

Celebration Time: 5:30 pm – 10 pm Friday 21, Sept.

Total Time: 8 am Friday 21, Sept. – 2 a.m. Saturday 22, Sept.

Expected number of participants: 50 (volunteers)

Expected number of attendees: 250 - 350 (diners)

Schedule of Celebration:

Friday 21, Sept.

8 am	100 Block of Elk closed for Community Feast set up; barricades up
5:30 pm	Feast begins
8 pm–10 pm	Poetry readings, impromptu acoustic music around the fire pits
10 pm	Feast ends, clean-up begins; barricades down upon cleanup completion

Saturday 22, Sept.

2am	100 Block of Elk Ave reopens
-----	------------------------------

Alcohol:

Yes. Feast attendees will be carded at the ticket booth and given a wristband or stamp if they are over 21. Alcohol will be served from a designated tent and a thematic boundary will be established where alcoholic beverages may be consumed.

Amplified Sound:

Yes, small speaker and microphone will be used for announcements, awards, and music during the feast.

Trash:

Vinotok aims to be a zero-waste Celebration. No eating utensils or drinking vessels will be provided, feast attendees must bring their own (CB Sustainable provides a dozen sets for those individuals who forgot). Any trash generated will be handled in partnership with the Vinotok Green Team Coordinator, Crystal Edmunds, and the Crested Butte Farmer's Market.

- 6 totes from Waste Management- one will be comingled recycling, another paper recycling, and another trash. These 3 types of containers will be set up in two well-signed and well-lit stations.
- 64 pound compost bin for wood waste

Security:

Vinotok volunteers and principal organizers will maintain the thematic boundary. Tickets and over 21 wristbands or stamps will be taken and given at the designated ticket booth.

Parking:

No, parking is not needed.

Toilets:

Community Feast guests will be able to use the public restrooms at the Old Town Hall and Vinotok will supply two port-o-potties (drop off Friday 21, Sept. and pick up Monday 24, Sept.). The town will have the bathrooms stocked and cleaned prior to event and a Vinotok volunteer will check in on the facilities at the start, in the middle, and at the end at 10:30pm (taking pictures at the end) to evaluate their condition. In addition, this volunteer will restock the toilet paper supply and tidy as needed.

Additional Services:

No.

Road Closures:

Please see Road Closures Document for specifics

Mountain Express:

No, the Mountain Express bus route and schedule will not be impacted by the Feast.

Handicap Parking:

No, handicap parking will not be impacted.

Notification Plan:

Schedule of Celebrations are announced through PAS's on KBUT, on the KBUT online calendar, the gcbcalendar.com, Facebook, and press releases in the *Crested Butte News*. Vinotok intentionally does not market or promote beyond these means.

Fire Plan:

Fire Art: The Crested Butte Fire Spinners will demonstrate fire art between 8 pm-10 pm The following practices will be utilized for the duration:

- A fire trained and certified person will be watching (Fire Spinners have their own FW/CC people in their crew). A safety person from the Crested Butte Fire Spinners is always on hand ready with fire blanket (a Duvetyne fire retardant material) and extinguisher.
- The Crested Butte Fire Spinners follow the NFPA 160 – the Standard for the Use of Flame Effects Before an Audience by the National Fire Protection Association.
- Fire art will only be demonstrated in the designated areas.
- Only official members of The Crested Butte Fire Spinners will be permitted to spin.
- Only official, professional fire tools in excellent condition will be used for spinning.
- Kerosene is used as fuel for its low burn temperature.
- Fuel is kept in a designated dipping space away from performance space. Lighting occurs away from the dipping space.
- 2 UC certified fire extinguishers are on site for demonstrations; will be new or have current inspection tags.

- A fire retardant spray is used for artist clothes.
- All fire art tools and fuels in their original containers are kept in a metal box.
- Vinotok Fire Artist Coordinator Katie Casino will meet with CBFPD's Rick Ems or Chris Davis for inspection prior to the Feast. She understands that all of the above points must be met in order for the Crested Butte Fire Spinners to perform.

Fire Pits: Elevated backyard fire pits will be used to set the ambiance and provide a place for community members to read poetry and play acoustic music.

- Noncombustible fire pans will be placed underneath the backyard fire pits for protection.
- A dedicated fire extinguisher (5lbs ABC) will be on hand for the fire pits and fire retardant fire blankets from the Crested Butte Fire Spinners are on site; it will be new or have current inspection tags.
- Fire logs are of standard wood burning stove size (no bigger than those at the grocery stores), fires are intentionally kept small and cozy.
- Fire in fire pits will be completely extinguished and removed from the premises at the end of the feast.

Branding: A small forge, on a noncombustible surface, with a dedicated certified fire extinguisher.

- Fire retardant blankets, separate from the Crested Butte Fire Spinners
- Forge will be completely out and removed from the premises at the end of the feast.

VINOTOK DAY Saturday 22, September**Celebration Description:**

Vinotok Day, the Vinotok Theatre Troupe performs short “mumming” plays in the local bars and restaurants while moving westward up Elk Ave. A play of seasonal characters then takes place on an outdoor stage in front of the Talk of the Town. The play ends in a final funeral procession, escorting The Grump eastward to the 4-Way where he is ritually burned by fire to assure prosperous fortune and good snow for the coming winter.

Celebration Location: Elk Avenue, between 7th St and 2nd St, ending at the 4-Way lot

Celebration Time: 4:30 pm–10:30 pm Saturday 22, September

Total Time: 5 am Saturday 22, September–1 pm Sunday 23, September

Expected number of participants: 150

Expected number of Attendees: 1800

Schedule of Celebration:

Saturday 22, Sept.

7 am- 4pm	Fire Construction at 4-way lot
9 am-12pm	All Cast Meeting
12pm-3pm	Final Decorating
4 pm	Fire Construction Inspection
4:30 - 8 pm	Mumming & Marshal’s moving barricade
8 pm	Trial of the Grump in front of the Talk of the Town
8:30pm-9pm	Funeral Procession
9pm	Arrive at 4-Way lot
9:15pm	Ignite the Andy Bamberg Memorial Bonfire
10:30 pm	Fire Extinguished by CBFDF

Sunday 23, Sept.

9:30 am	Tweezers, buckets, garbage bags dropped at Chamber by P&R
9:30 am	Vinotok volunteer clean up
1:00 pm	Completion of cleanup; the 200 Block opens

Monday 24, Sept

Daytime	Dumpster and port-o-potties collected
Morning	Public Work removes road base and flower boxes; 4-Way lot reopens

Alcohol:

No, alcohol is not provided to attendees by Vinotok.

Amplified Sound:

Yes, a sound and lights system is used for the Trial in front of the Talk of the Town.

Trash:

Vinotok aims to be a zero-waste Celebration and no food or drink is provided by the Vinotok Theatre Troupe. However, Vinotok recognizes that many of the spectators create a variety of trash and our Green Team Coordinator, Crystal Edmunds, is dedicated to this aspect of the Celebration.

- Trash cans already at the 4-way will be moved for better accessibility.
- Waste Management is providing Vinotok with four event boxes for the 4-Way lot and 6 toters; 2 for the 200 block and 4 for the 4-Way lot.
- Vinotok will have 2 well-lit and well-signed stations at the 4-Way lot with an event box for each trash and paper and the recycling toter.
- A group of volunteers from the Vinotok Theatre Troupe will pick up major grievances on the 200 Block of Elk Ave as the procession leaves the stage and will move barricades from the west and east ends of 200 Block of Elk Ave to the northside of Elk Ave on Second St and Third St..
- Once the fire is extinguished, a group of volunteers from the Vinotok Theatre Troupe will pick up major grievances at the 4-Way lot.
- Sunday 23, Sept. at 9:30 am the Vinotok Theatre Troupe cleans up trash/recycling at the 4-Way lot, on Elk Ave, Sopris, Maroon, and adjacent alleys.
- A 10-yard dumpster will be reserved through Waste Management and will be placed at the 4-way on Friday 21, September during the day (northwest corner, blocking the Entry 1) for remaining fire debris to be deposited on Sunday 23, September- it is not bear proof. It will be picked up on Monday 24, September.
- A large rolling magnet is used at the 4-Way lot to remove any nails released in the fire.

Parks & Rec and Public Works Special Requests:

- On Friday 21, Sept. P&R and Public Works will move flower boxes to locations pictured on the Site Plan.
- Drop tongs, buckets, and trash bags on the backside of the Chamber building the morning of Sunday 23, Sept. by 9:30 am.
- On Monday 24, Sept. Public Works will remove the road base used to the gravel pit behind the community school.

Security:

All Vinotok Theatre Troupe volunteers are charged with maintaining the boundary of the fire ring for the safety of the public. A number of Fire Watch and Crowd Control, listed with Town, will be with the Vinotok Theatre Troupe. Police and CBFPD volunteers are also present.

Parking:

No, parking is not needed.

Toilets:

The bathrooms at the 4-Way northbound bus stop will remain open until their usual closing times; the Chamber bathrooms will be closed. 13 port-o-potties (1 ADA and 12 standard) will be dropped off by Gunnison Construction and Septic on Friday 21, Sept. at the 4-Way lot; placement will be around the Chamber, blocking the Chamber's bathrooms and stairs and the remaining units will be used to block Entry 2; and they will be picked up on Monday 24, Sept.

- Vinotok's Green Team will take pictures of the Old Town Hall bathroom when our Green Team does the major grievance cleanup on the 200 Block, about 8:45pm. If needed they will tidy
- Vinotok's will take pictures of the 4-Way bathrooms when our Green Team does the major grievance cleanup at the 4-Way lot, about 11pm. If needed they will tidy.

Additional Services and Road Closures:

Please see Road and Parking Lot Closures Document for all specifics.

Elk Ave during Mumming Saturday 22, Sept.

- Please see Road and Parking Lot Closures Document for approximate timeline.
- Vinotok agrees to create the Grump in such a manner that it can be expediently moved down Elk Ave. Grump Executioners, pullers and pushers, will begin staging the Grump before the end of mumming behind Kochevar's to expedite the start of the Passion Play and, thusly, the Funeral Procession.

Mountain Express:

- Mountain Express will avoid the 200 block of Elk Avenue from all day on Saturday 22, Sept., so they have agreed to utilize Fifth St. to access the bus stop at Clark's.
- Mountain Express will utilize only the Teocalli bus stop once the procession to the bonfire has begun and until they deem it safe to proceed through the 4-Way and resume their regular route.
- Mountain Express will run buses every 20 minutes for the evening, with the last bus leaving Old Town Hall at 2:15am. Night officers will follow the last bus to provide a sense of security (Thank You!)

Handicap Parking:

Handicap parking will be moved to the tennis courts.

Notification Plan:

Vinotok schedule of Celebrations is announced through PSA's on KBUT, on the KBUT online calendar, the gbcalendar.com, Facebook, and press releases in the *Crested Butte News*. Vinotok intentionally does not publicize or market any further.

Fire Plan:

Please note: Vinotok has secured insurance that covers fire art, simple pyrotechnics including but not limited to electric starts, smoke bombs and flares.

Bonfire Safety Plan:

Goal:

- To create a safe and enjoyable fire and to protect crowds and property while maintaining the persona and excitement of the burning of the Grump at Vinotok. The proposed fire dimensions and outer safety perimeter for 2018 are the same as 2017 with the same level of oversight and communication between architects, builders, and overseers; please see below for details. The Grump's design changes every year; please see below for details.

Objectives:

- To create a fire that burns in stages:
 - An initial intense fire period at takeoff;

- A second fire period burning less intense;
- A final phase of burn out and extinguishing of the fire.
- To have a quick lighting, quick burning fire to alleviate unnecessary unburned materials and to assure the fire is ready to be put out at the appropriate time.
- Clean up.

Communication:

- The public will be informed on a weekly basis through press releases run in the local paper that inappropriate materials and behavior surrounding the fire will not be tolerated.
- Bob Wojtalik has agreed, as a public citizen, to oversee the fire creation to assure that the Vinotok fire is constructed as safely as possible while still maintaining the persona of the Vinotok festival. Bob will also serve as the liaison between Vinotok and the CBFPD.
- Communication will be kept open between the Vinotok committee, the fire department, and the police department to assure all safety needs are being met while still constructing an exciting fire for the community.
- Bob, Zach Gustafson, and Joe Bob Meritt will be available for conversations with Mike Reily and Rick Ems to refine strategies of fire building to assure safety and address concerns.
- Tested pyrotechnics will be permitted in the fire; those not tested will not be permitted.

Construction: Please Note, it has been almost a decade since inappropriate and toxic items have made it into the fire as the Vinotok Fire Committee takes this extremely seriously.

Fire diagrams have also been submitted.

- The Fire will be designed and constructed by the Vinotok Fire Committee.
- Kat Harrington, Co-Vinotok Organizer, will hold meetings with the Vinotok Fire Committee to discuss safety requirements and design of the fire- as well as The Grump.
- Wood materials will be gathered and stored at a private residence. Special attention will be made to assure only proper and safe materials are used in construction.
- Road base rock will be utilized to protect the concrete and blacktop. The cement circle is 30' in diameter and a 2.5' apron of road base rock will be used to cover the blacktop (per a discussion between Bob W and Rodney Due). 32.5' diameter circle will have a depth of 6" with some spillover to make a 35' diameter circle. This will require about 18 cu. yards of material. Please see Vinotok Fire Ring for image of dimensions.
- Rodney Due agreed to the town hauling the road base in their truck and spreading it (Vinotok will fine tune) and Shae Earley, the new Public Works director, is onboard; the town will also remove and transport the road base to the gravel pit behind the CBCS (with the idea we can reuse some or all of the material in 2019).
- The fire structure will have a 19'-20' structural hypotenuse, a 32.5' diameter circle of road base and a total of 35' diameter circle for road base rock spill over, a 45' collapse safety perimeter, and a ~90' fence for the crowd. See the Site Plan, Fire Plan, and Fire Ring images for dimension details.
- Within the 20' diameter allowed fire ring there will be 4- 4 sided spires and 4 low walls. The spires will be 6' tall with an artistic sculptural head on top, with a maximum height of 3'- for a total of 9' in height; the bases will be 4' square. The low walls will be 2'6" wide, 3' tall, and 2-5' (+6" of open space on both sides) and 2-6' long (creating 14' square base with a hypotenuse of 19.79899', Pythagorean Theorem $14^2 + 14^2 = \sqrt{392} = 19.79899$). See the Site Plan, Fire Plan, Fire Elevation, and Grump Plan images for dimension details.

- The fire spires and low walls will be constructed using wood pallets, pine lumber, aspen rounds and limbs.
- The Grump's total height will be 15'; the height components measure: 5' cart (includes wheel height, platform base of fabricated steel 4" tubes, and carriage of 6"x6" timber), 6' Grump (made from heavy timber frame with Grump boxes nailed to body), and 4' crown (With is crown made of welded steel with red ribbons). The Grump's total width will be 8'; the width components measure: 4' cart, 6' Grump wingspan (hands at about 9.5' in height), and 8' crown wingspan (beginning at 11' in height). Please see the Fire Elevation and Grump Plan images for dimension details.
- The Grump will be wheeled into the center of the inner fire circle for the burning. See Grump Plan image for details.
- We will rely heavily on a 50/50 mix of diesel and gasoline accelerant to start the fire and also create a larger fire. The accelerant will be contained in double plastic bags to reduce vapor hazard. The use of an accelerant will create a larger crowd pleasing fire without creating additional embers.
- As a visual effect, part of the Vinotok Theater Troupe will light preplaced diesel soaked rags to give the appearance they started the fire. The main fire, and any other effect, will be lit by a remotely controlled, pre-wired electrical system. Through the use of gaffing tape, Bob will make ensure the lines are covered to prevent tripping and/or havoc with the ignition system.
- Bob and Zack Gustafson will provide complete supervision of the fire building, after completion of the fire structure building, and during the burn. This will prevent unauthorized fireworks, flammables, or other items to be placed in the fire.
- Barricades will be placed around the fire so that the crowd is maintained at a safe distance from the fire, please see attached fire diagrams and site map.
- An inspection of fire will be held on Saturday 22, Sept. at 4 pm Bob Wojtalik will be present for the inspection for representatives of the Police and Fire departments.
- Bob will be in tight coordination with Vinotok organizers to assure proper lighting and safety until the fire is extinguished.

During the Fire

- Vinotok Theatre Troupe and Fire Committee will be coordinated so as to serve as additional safety barriers during the fire. They will actively keep the crowd outside of the fire barricade.
- Marshals from the Crested Butte Marshal's Office will be on hand to maintain the peace and respond to any citizen that is being disorderly and disobedient in regards to the fire.
- Fire Committee will be clearly designated with uniforms that alert the crowd as to their "fire role" while also maintaining the mood of Vinotok.
- Vinotok will construct an inner barricade around the fire and an outer barricade further out until the fire has been lit and become smaller. The outer barricade will be opened when it becomes safe to get closer to the fire.
- Mike Cunningham, or the Head Torchbearer, will be the "go-to man" for coordination of the Vinotok volunteers in opening the barricades.
- Bob Wojtalik will be the point person for any safety concerns made by the fire and police departments.
- A fire truck with firefighters will be on site for fire emergencies during the fire as well as to extinguish it at 10:30 pm.

- The fire engine spot lights act as a natural crowd dispersant. The police department will assist in dispersing the remaining crowd when the fire is hosed down (Thank you!).

Contingency Plan for the Fire (Partial Burn or No Burn)

The following points lay out the plan if there is a need for a partial burn or no burn with a dismantling of the fire.

- If wind is a concern, all avenues available for weather prediction will be utilized to assist in determining when the wind may die down. It is understood that wind is a weather event that can change over the course of a few hours in an evening or from one locale to another.
- If the wind is too great to light the full bonfire, there may still be a possibility to burn the Grump itself without the fire load of the bonfire. In this case, the parts of the fire will be dismantled, which will necessitate the removal of the accelerant bags and a wetting of the ground where the parts of the fire were. The electrical ignition system will be utilized to light and burn the Grump.
- The Vinotok Organizing Committee understands that if the concern for wind is deemed too great at the time the fire is to be ignited it will not be lit. In the event this occurs, the Vinotok Organizing Committee will require assistance in safely dispersing the crowd and safely dismantling the burnable bonfire materials.
- The Marshal's Department will be paying special attention to wind the evening of the bonfire. The Marshal's point person will alert Molly Murfee, the Procession Leader and Grand Sorceress, of any wind concerns when the Vinotok Theatre Troupe does the bonfire construction inspection.
- The Marshal's point person will also alert Molly Murfee of any wind concern as the Vinotok Theatre Troupe is processing from the Trial to the 4-Way lot. At this point, Molly can slow down or keep up the pace of the procession, and crowd, if the fire's ignition needs to be delayed due to wind or if there is no wind concern.
- The Marshal's Office has final say.
- Fire art can be used as a time delay in the instance the procession and cast reach the bonfire site and the wind is still a concern.

Fire Art:

Fire art will be demonstrated by the Crested Butte Fire Spinners on the Vinotok Stage in front of the Talk of the Town to occupy the crowd while the Vinotok Theatre Troupe is retrieving the Grump. Additionally, fire spinners are used to entertain the crowd at the 4-Way lot as well as inside the fire ring while the Grump is being situated and the Vinotok Theatre Troupe is taking its place. There will be a fire trained and certified person (on list provided by the Town Hall of Crested Butte) watching the fire spinning crew.

- The Crested Butte Fire Spinners follow the NFPA 160 – the Standard for the Use of Flame Effects Before an Audience by the National Fire Protection Association.
- Fire-spinning will be demonstrated on stage in front of the Talk of the Town as part of Vinotok's Tweener Act, while mumming is concluding, the Grump is retrieved, and the Passion Play begins.
- Fire-spinning will be demonstrated outside of the fire ring at the 4-Way lot and at the 600 Block of Elk Ave before the Grump arrives to lessen the intensity of the crowd pushing against the barricades. Each artist will have a safety person watching their circle. Once the Grump arrives, fire spinners will resume their spinning inside the fire ring.

- Only official members of the fire-spinning group will be allowed to spin.
- Only official and professional fire tools in excellent condition will be used for spinning.
- Kerosene is used as fuel for its low burn temperature.
- Fuel is kept in a designated dipping space away from performance space. Lighting occurs away from the dipping space. One safety person is always present at this dipping station at both locations.
- A safety person from the Crested Butte Fire Spinners will be on the stage and on hand at the fire ring with fire blanket and extinguisher.
- Several safety persons from the Crested Butte Fire Spinners will line the front of the stage on the street during that performance.
- 2 UC certified fire extinguishers are on site for demonstrations; will be new or have current inspection tags
- Artists use a Duvetyne fire retardant material as a fire blanket.
- A fire retardant spray is used for artist clothes.
- All fire art tools and fuels in their original containers are kept in a metal box.
- Vinotok Fire Artist Coordinator Katie Casino will meet with CBFDPD's Rick Ems or Chris Davis for inspection prior to the Feast (Fire Spinners first performance at Vinotok). She understands that all of the above points must be met in order for the Crested Butte Fire Spinners to perform.

Other Safety Notes For The Talk of the Town:

- In addition to Vinotok's fire extinguishers, The Talk of the Town's fire extinguishers will be located by the front door and the bar. Talk of the Town personnel will be on hand to watch for fire from cigarettes and decorations; they are aware of this combination of fire potential.
- We shall not decorate the stairwell of the Talk of the Town for Liar's Night.
- We shall have a fire extinguisher (5lbs ABC) under the stage readily available on Saturday night in case of emergency; it will be new or have current inspection tags.
- We shall have fire watcher/crowd control separate from those involved in the fire spinners group.
- All fire watch personnel shall be approved and complete appropriate paperwork.

PYROTECHNICS VINOTOK BONFIRE 2018

Bob Wojtalik (Vinotok Fire Marshal) is coordinating with Joe Bob Meritt (Grump Master and fire designer) and Zach Gustafson (Green Man cobuilding with Joe Bob) on the fire design and build. Bob Wojtalik, Zach Gustafson, and Joe Bob will supervise the building of the fire and will limit the fuel load and make every attempt to prevent the addition of an unauthorized materials or pyrotechnics.

- The Torchbearers, of the Vinotok Theatre Troupe, will light diesel fuel soaked rags around the perimeter of the fire as a theatrical display. The actual startup of the fire will be by an electric match remotely triggered. Bob Wojtalik will have control over the triggering device.
- Before Bob Wojtalik lights the main fire there will be an evaluation of wind speed. If the wind speed is determined to be too great for a safe burn, Bob Wojtalik will have a discussion with the Marshal's point person, and there are four options:
 - delay starting the fire until the wind dies down;
 - ignite the Grump and let the smaller fuel load burn- CBFDPD may have to wet down the fire ring's perimeter;

- dismantle the fire ring to prevent accidental ignition.
- No bonfire.
- With a large crowd expecting a fire, crowd control may/will be an issue.
- Bob Wojtalik intends to use the following techniques during the fire:
- Sealed plastic containers of a 50/50 mix of diesel fuel and gasoline. This will be the accelerant to promote a fast start to the fire.
- Slow and fast burning fuse-to delay ignition of parts and to connect the devices
- There will not be any explosive or loud displays.
- **NO "CREMORA MORTARS" WILL BE USED.**

Only the above pyrotechnics were tested in 2017 and are therefore the only ones permitted in the 2018 fire (as there was no test burn in 2018 due to Stage 1 and 2 fire bans most of the summer). All pyrotechnics will be contained within the fire ring and the control fence. All the pyrotechnics will be consumed in the fire and spectators will only be allowed within the control fence when the fire is deemed safe.

Vinotok Harvest Mandala at the Four-Way

Vinotok sincerely appreciates the creation of the concrete pad for the use of having the Vinotok bonfire in that location.

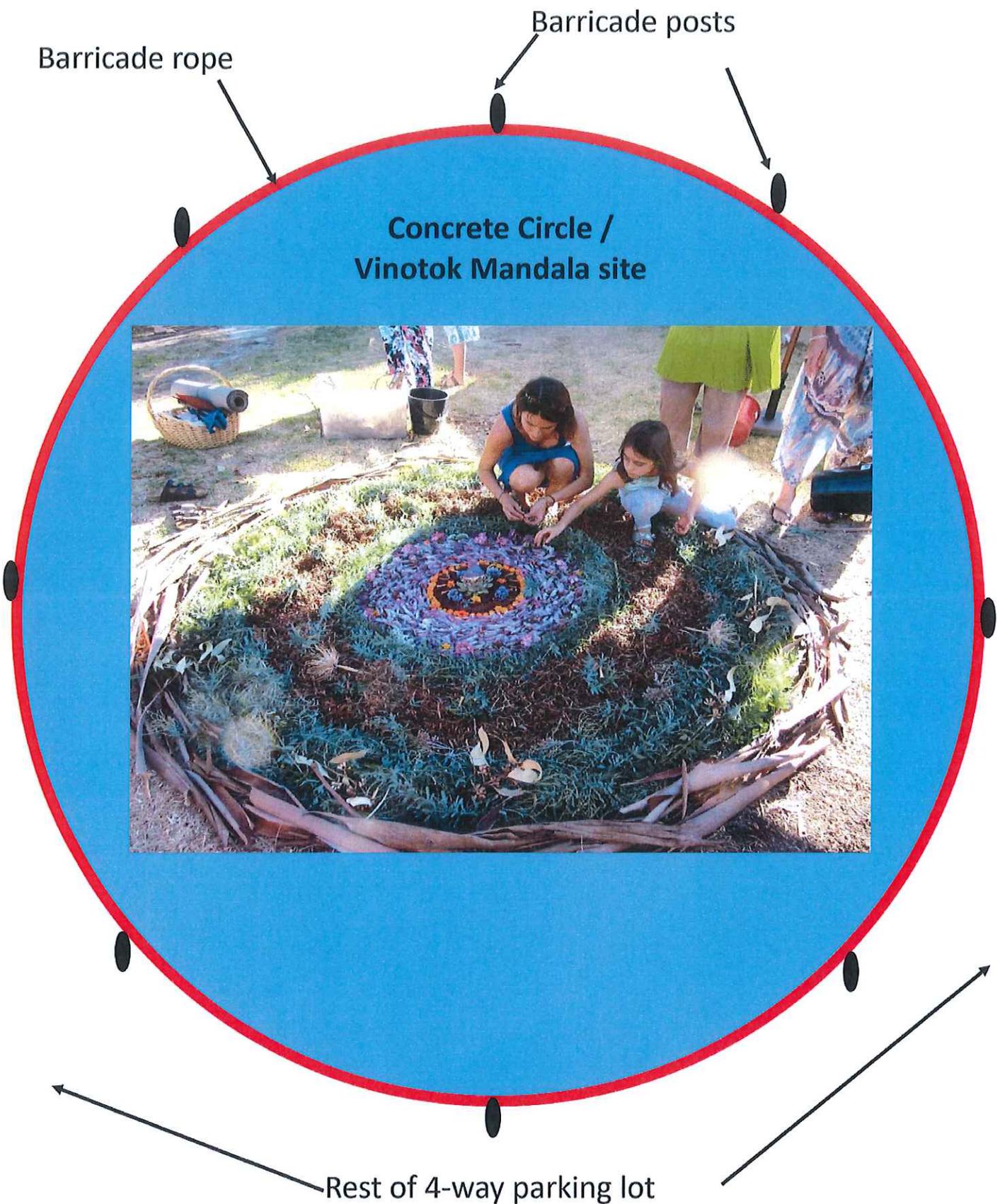
As such, we would like to mark the spot creatively to honor it through the fabrication of a Harvest Mandala on the concrete pad.

The process would be thus:

1. Monday, September 17 after the Town Council meeting, between 10p.m.-11:59p.m. Vinotok's roped barricades will be placed in a tight circle around *just* the 30' concrete pad.
2. A Harvest Mandala will be created on the concrete pad on Tuesday, September 18 between 10a.m. and 12p.m.. This is a temporary art installation of flowers and other biodegradable natural and native materials created by the community (please see attached photo).
3. Information about the meaning of Vinotok and the mandala in the form of a waterproof sign will be a part of the installation
4. There will be a "tender" of the mandala who will check in on the installment once daily to assure no disallowed materials have additionally been placed there, and remove them if so.
5. The barricades and mandala will remain up from Monday until the mandala is swept up on Friday by 9am, September 21, to make way for the road base drop off.

Below is a description of the mandala community creation event that we have conducted in years past:

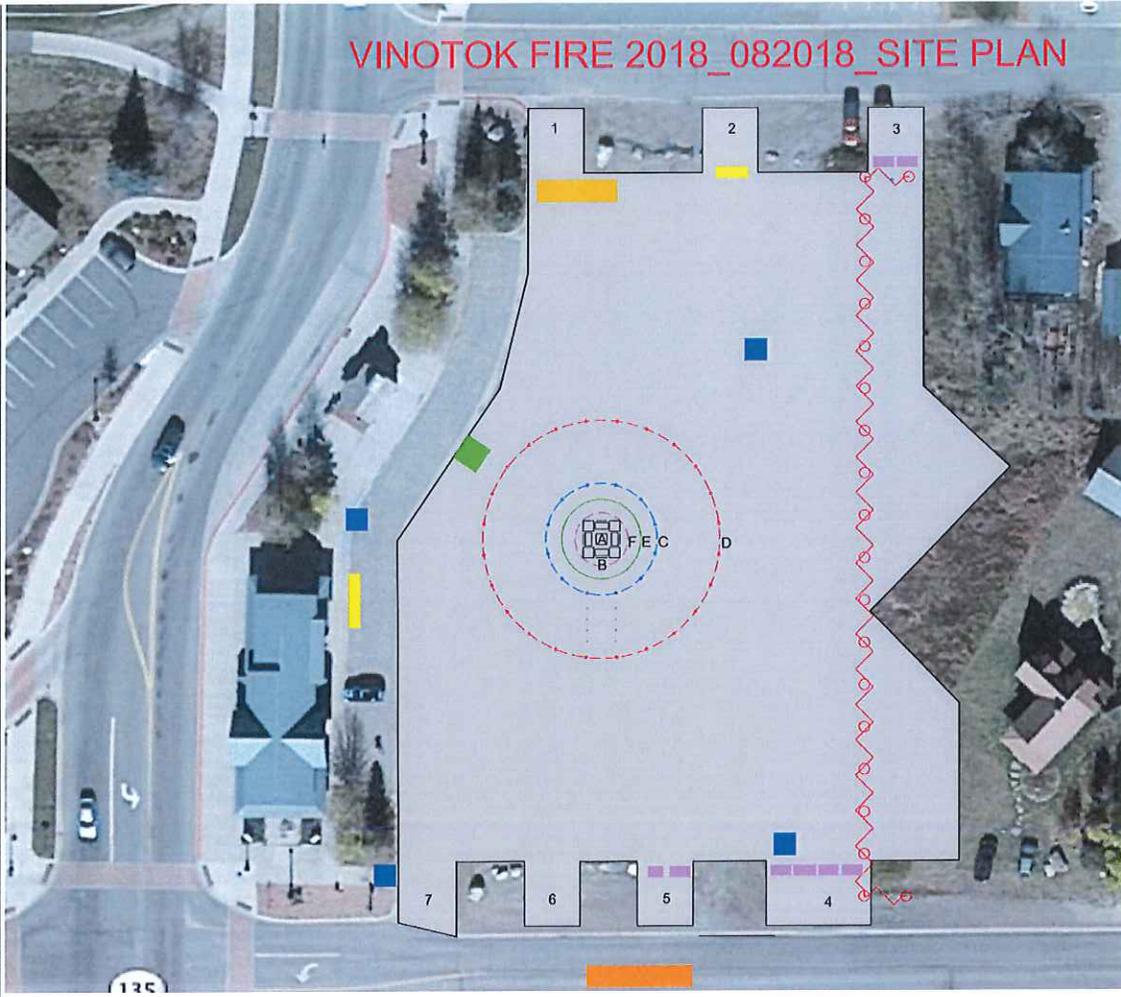
Honor the harvest! What did you plant – both physically or metaphorically – this spring that has come into fruition? Is it a vegetable you've grown? A life passage you've gone through? A goal you've accomplished? The mandala is a living work of art, created by community participation. You're invited to bring a small, nature-based token or memento of the harvest season to add to the design, and stay to watch as it evolves and grows. With the mandala we honor all those who work with food and the earth – growers of vegetables, ranchers, garden volunteers, preparers and servers of our food — who provide not only for the Vinotok Community Feast, but also for sustenance in our everyday lives.



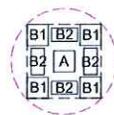


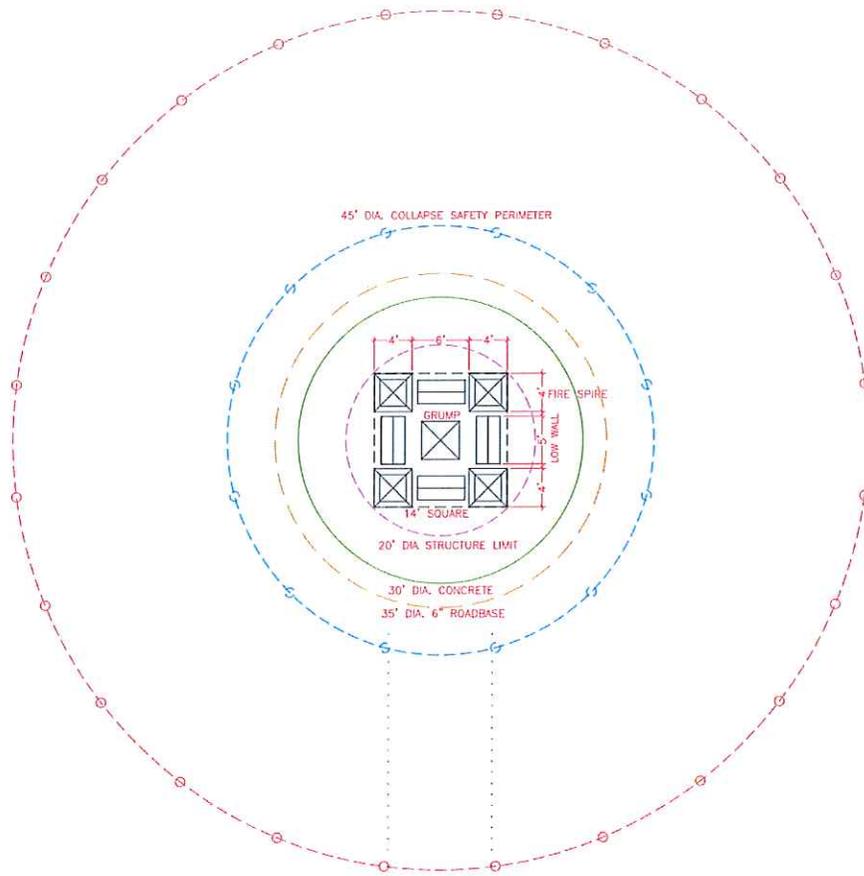


VINOTOK FIRE 2018_082018_SITE PLAN

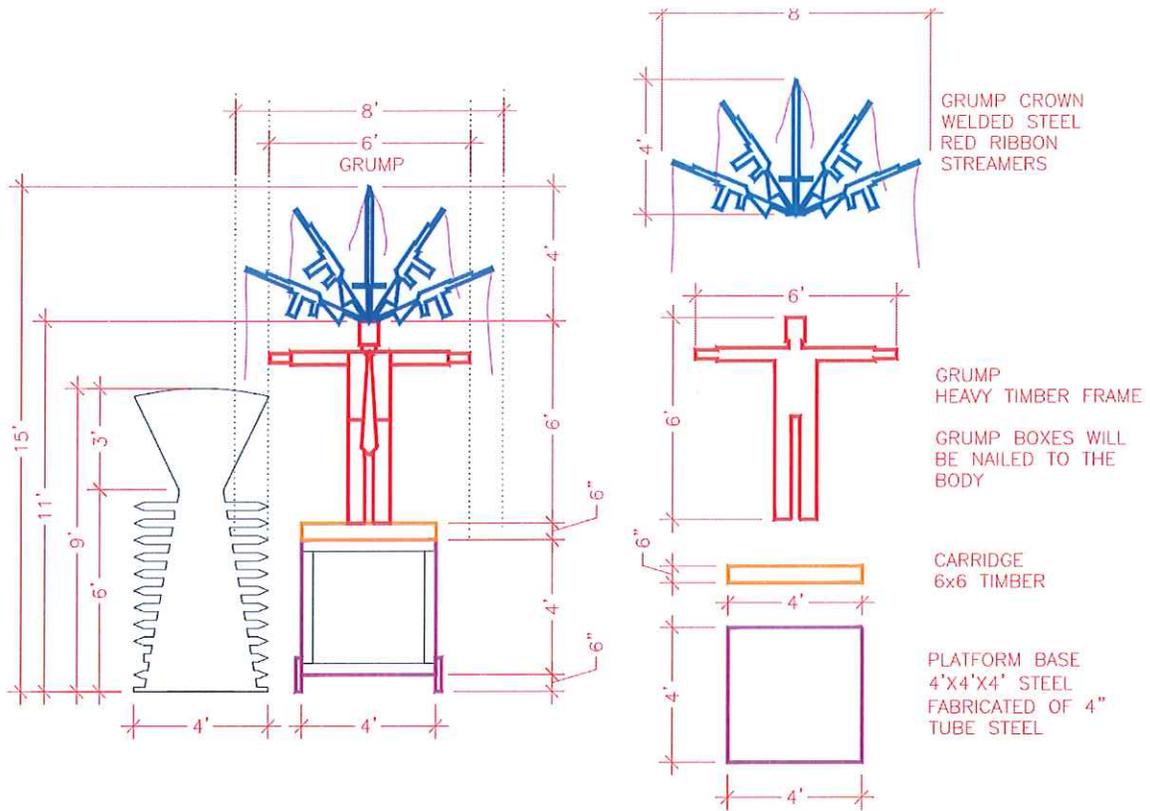


- PEACE OFFICERS
- FIRE TRUCK
- EVENT TOILETS
- ◆ STAGE / SEATING
- VEHICLE BARRICADE
- EVENT FENCE
THIS SHALL BE AN ORANGE CONSTRUCTION FENCE INSTALLED WITH STAGIONS. THIS FENCE SHALL PREVENT INDIVIDUALS FROM ACCESSING NEIGHBORING PROPERTIES.
- WASTE / DUMPSTER
- A THE GRUMP**
10' HIGH WOOD AND METAL EFFigy
SITS ON TOP OF 4X4X4 TUBE
STEEL BASE
TOTAL HEIGHT = 15'
SONIC AND SPARKLING PYROTECHNIC DEVICES SHALL BE EMPLOYED WITHIN THE GRUMP AS PER THE VINOTOK FIRE CHIEF. NO PROJECTILE PYROTECHNICS SHALL BE EMPLOYED
- B THE FIRE**
B1) 4 - 9' WOOD FIRE SPIRES WITH METAL CROWN SCULPTURE WITHIN 4'W X 3'H WOOD BASKET
TOTAL HEIGHT = 9'
B2) 4 - 2'6w x 3'h x 5'l LOW FIRE WALLS
FUEL WILL BE:
3"-6" ROUNDS
MISC FRAMING LUMBER
1" - 2" WILLOW BRANCHES
NO LEAFY MATERIAL
FIRE IGNITION WILL BE BY REMOTE CONTROL AS PER THE VINOTOK FIRE CHIEF.
- C INNER PERIMETER BOUNDARY**
45' DIAMETER FIRE COLLAPSE SAFETY BARRIER
- D OUTER PERIMETER BOUNDARY**
90' DIAMETER SAFETY BARRIER
- E CONCRETE FIRE RING**
30" DIAMETER WITH A 35' DIA COVER OF GRAVEL 6" THICK
- F FIRE DIA. STRUCTURE LIMIT**
20' DIAMETER

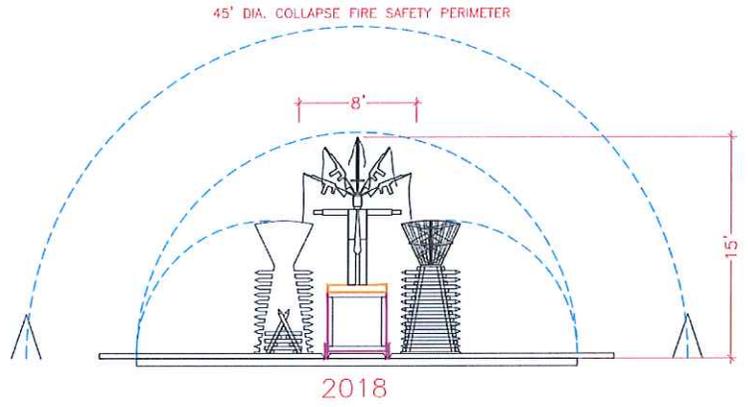
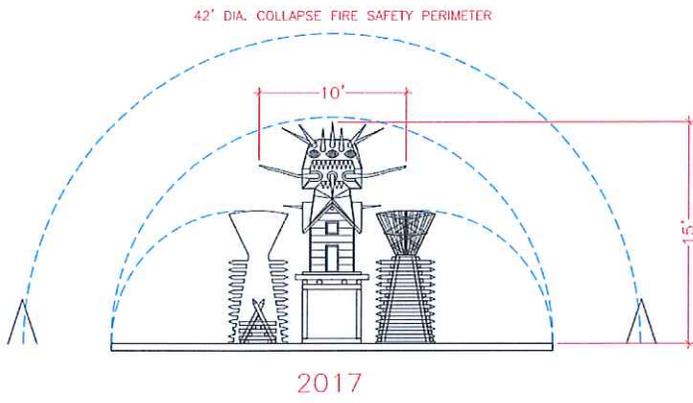


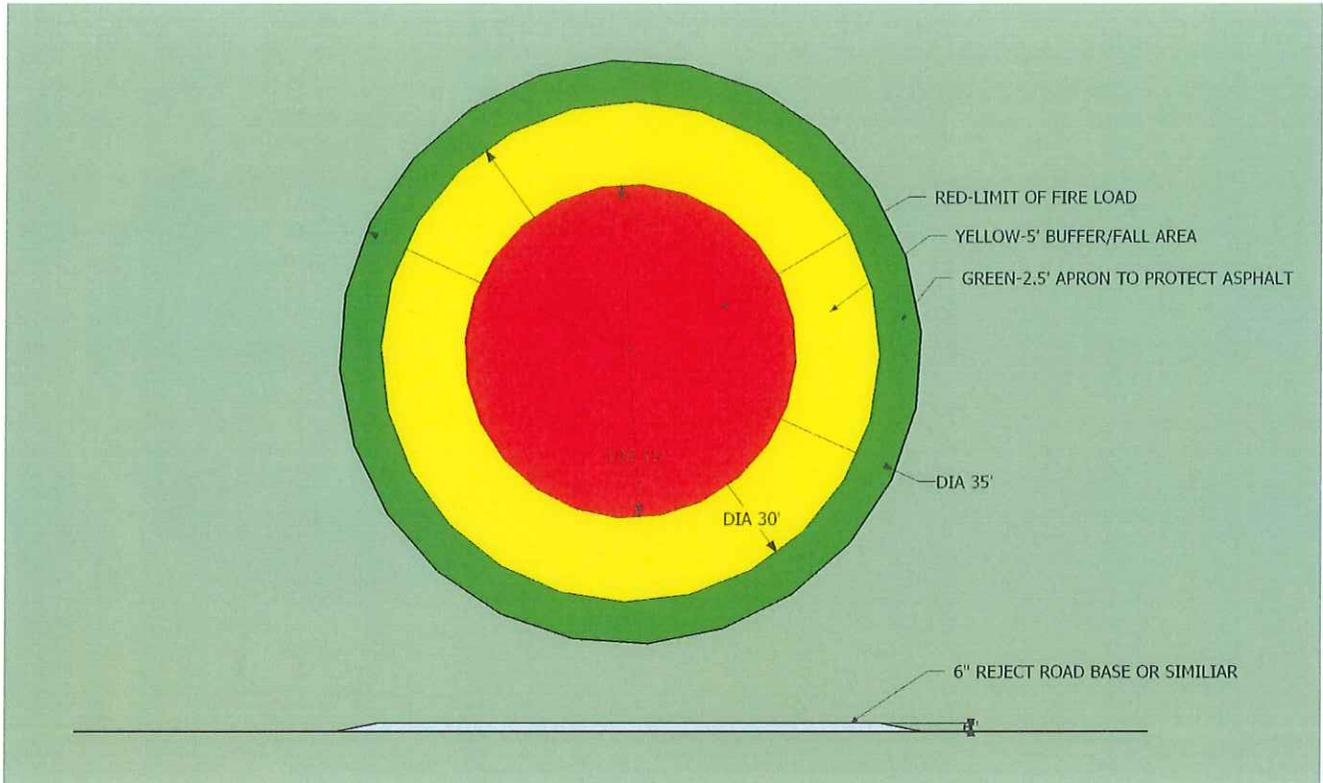


VINOTOK FIRE 2018_082018
PLAN



VINOTOK FIRE 2018_082018
 GRUMP DETAIL





DR 8439 (06/28/06)
 COLORADO DEPARTMENT OF REVENUE
 LIQUOR ENFORCEMENT DIVISION
 1375 SHERMAN STREET
 DENVER CO 80261
 (303) 205-2300

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

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

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

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

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE <i>Vinotok</i>	State Sales Tax Number (Required) <i>20151552998</i>
--	---

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) <i>PO Box 4195 Crested Butte, CO 81224</i>	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) <i>Elk Ave., 100 Block Crested Butte, CO 81224</i>
---	---

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE <i>Kat Harrington</i>	<i>03/22/83</i>	<i>508 Horseshoe, Mt. CB, 81224 Crested Butte CO</i>	<i>970. 319.5112</i>
5. EVENT MANAGER <i>Margie Black</i>	<i>10/31/77</i>	<i>302 Haverly, CBS, 81224 Crested Butte South, CO</i>	<i>970. 306.5107</i>

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

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

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

Date	Date	Date	Date	Date
Hours From	Hours From	Hours From	Hours From	Hours From
To	To	To	To	To
<i>Fri, Sept 21 2018</i>				
<i>5:30p .m.</i>				
<i>To 10:00p .m.</i>				

OATH OF APPLICANT

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

SIGNATURE <i>Kat Harrington</i>	TITLE <i>Secretary</i>	DATE <i>7 Aug 2018</i>
------------------------------------	---------------------------	---------------------------

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

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

THEREFORE, THIS APPLICATION IS APPROVED.

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

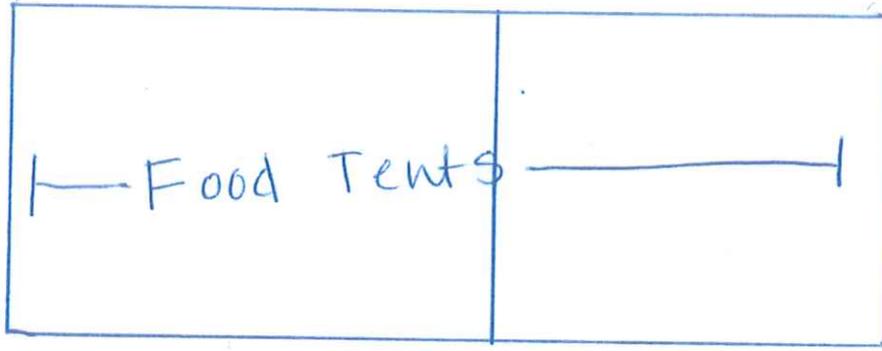
SIGNATURE	TITLE	DATE
-----------	-------	------

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

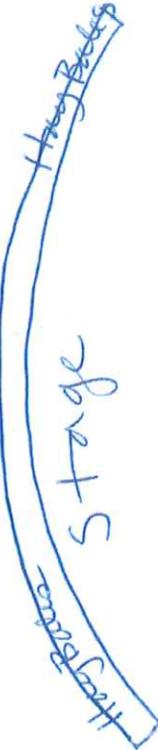
LIABILITY INFORMATION			
License Account Number	Liability Date	State	TOTAL
		-750 (999)	\$.

Feast
Layout for
100 Block of
Elk Ave.

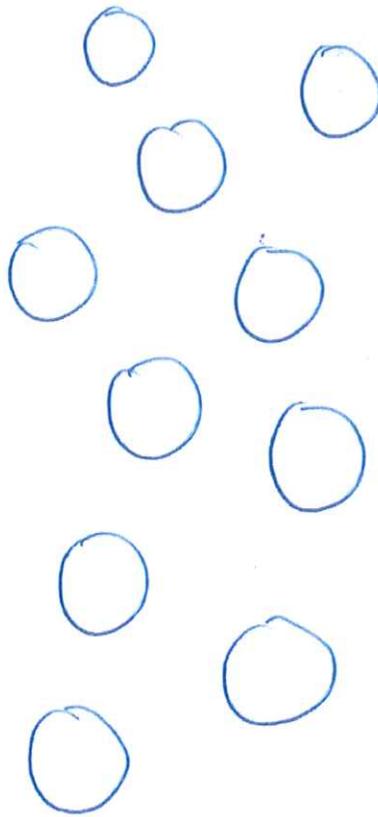
- # & placement
of tables &
chairs is not
exact



garbage
recycling
compost



South



Long tables End-to-End



North

Booze
Tent
1 tent
2 tables
coolers
grill

garbage
recycling
compost

Headwraps
Henna
1 table
1 tent
flower
buckets

Checkin-IDs-Tickets

1 table
1 tent

Front

Bathrooms @
Old Town Hall &
2 port-a-potties
@ 2nd & Elk by
the Public House

DEPARTMENT APPROVALS (For Official Use Only)

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

From: Michael Reily
Sent: Tuesday, September 11, 2018 7:54 AM
To: Betty Warren
Subject: Re: Vinotok

Comments:

Ok per CBMO.
Mike

Public Works:

Signature _____ Date _____

Name (Printed)

SHD Early
Rodney E Dur 8/10/2017
Rodney E Dur

Conditions/Restrictions/Comments:

OK, Request meeting with organizer 1 week prior to event
-9/21 - BATHROOMS CLEANED AND STOCKED DURING NORMAL SHIFT

Parks and Recreation:

Signature _____ Date _____

Name (Printed)

[Signature] *9/10/18*
Janna Hansen

Conditions/Restrictions/Comments:

- Will drop buckets, pickers, + trash bins behind chamber
- confirm flower box barricade locations prior to event
- Town will not provide trash/recycling receptacles

Town Clerk:

Signature _____ Date _____

Printed Name (Printed)

[Signature] *9-12-2018*
Lynelle Stanford

Conditions/Restrictions/Comments:

Town Manager:

Signature _____ Date _____

Printed Name (Printed)

[Signature] *9/13/18*
JARA MACDONALD

Conditions/Restrictions/Comments:

Crested Butte Fire Protection District:

Signature [Signature] Date 9/10/18
Printed Name (Printed) Ric EMS

Conditions/Restrictions/Comments:
Conting. on meeting/approving
for spinners!

Lynelle Stanford

From: BILL <BQUIGGLECB@msn.com>
Sent: Thursday, September 13, 2018 8:34 AM
To: Lynelle Stanford
Subject: vinotok

Restrictions/Comments:

The Vinotok plan as presented is approved by Mtn Express.
Bill Quiggle
Assistant Manager

Official Use Only:

Application Received 8/8/18 Date Distributed 8/10/18

Council Date (if applicable) 9-17-2018

Approval Date _____ Method of Approval: Administratively By Town Council

Approval Contingencies _____

Application fee \$25 Check # 1073 Date Paid 8/8/18

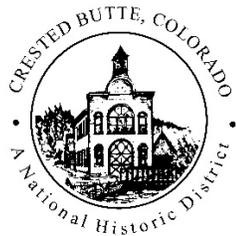
Permit Fee \$200 Check # 1073 Date Paid 8/8/18

Local Liquor License Fee \$25 Check # 1073 Date Paid 8/8/18

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

Additional Fee _____ Check # _____ Date Paid _____

Clean Up Deposit \$200 Check # 1073 Date Paid 8/8/18 Date Returned: _____



Staff Report

September 17, 2018

To: Mayor and Town Council

From: Mel Yemma, Creative District/Open Space Coordinator

Thru: Michael Yerman, Community Development Director

Subject: **Appointment of Creative District Commissioner**

Background: M'Lissa Story chose to resign from her position as Creative District Commissioner on July 12, 2018. She had one year remaining from her term.

On August 30 and September 5, 2018, a selection committee of Kent Cowherd, Emily Rothman, and Harry Woods met to review two applications and interview candidates for the open seat to fulfill the remainder of Story's term. The selection committee then brought their recommendation to the full commission on September 5, 2018. The Creative District Commission recommends the appointment Brooke MacMillan for a one-year term to the Creative District Commission.

Recommendation: Staff recommends that the Council approves the appointment of Brooke MacMillan for a one-year term to the Creative District Commission as part of the consent agenda.

APPLICATION
Creative District Commission
Town of Crested Butte, Colorado

Brooke Harless MacMillan
128 Butte Ave. Crested Butte, CO 81224
P.O. Box 2868
970 749-6245
brooke.harless@gmail.com

How long have you lived in the Gunnison Valley? From 2005 – 2012 and again in 2018

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

I have a B.A. and M.F.A. in creative writing (both fiction and non fiction) and have worked as a photographer, writer, and gallery director in Crested Butte. I currently direct the Literary Arts Department of the CFTA.

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

I have worked in many different fields in Crested Butte that have put me in contact with almost every demographic, including as a writer and photographer for the Crested Butte News, Alpenglow Gallery Director, Photographer’s Guild founding member, and as the director of a youth serving department within the Gunnison County Juvenile Services wherein I ran the CB Youth Council. I feel comfortable and confident working with and supporting artists of different genres and backgrounds.

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

Much like my work with the Literary Arts Department, I am passionate about seeing the creative arts thrive in our community by helping others to discover their own creativity, and the artistry of others. I think Crested Butte is becoming a year-round creative destination, and is poised to expand further into the realm of being a premiere arts community.

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

Our town is experiencing rapid growth and an increase in tourism and year-round residents from demographics outside the traditional outdoor realm. Crested Butte has become a destination in the “experience economy” as people are increasingly interested-in, and hungry for the inspiration and human connection that the arts provide. The

Creative District process is in a wonderful position to help shape the growth of arts tourism, while supporting the many resident artists, and honoring the rich artistic heritage of the Valley.

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

An oral history project that would seek to record, air, and archive the lives and stories of Crested Butte's elderly and long-time-local population in order to connect younger generations with their forbearers, while preserving the history of our community through stories that will soon be lost. The project would involve collaboration with the Literary Arts Department, Crested Butte Library, KBUT and CBCS students.

In the same vein, a project centered on telling the often obscure backstories of people living in Crested Butte through a platform similar to the facebook page, *Humans of New York*, wherein readers are dropped into the lives of the subject through tight narrative and exceptional photography. A series featuring a different local each month could culminate in a gallery show and community meet-up. I feel this would be an interesting and unique way to connect people of all-walks to the arts, while fostering deeper relationships in the community.

Explain what unique skills or crafts that you will bring to the Commission: I have a background in several different artistic mediums, great working relations with artists in the community, and experience working in local government and business sectors. I feel my background and expertise in the field of literary arts would lend a unique and underrepresented perspective to the commission.



Memorandum

To: Town Council
From: Dara MacDonald, Town Manager
Subject: Manager's Report
Date: September 17, 2018

Town Manager

- 1) Upcoming ballot questions. Council has received a number of requests to express either support or opposition to a number of questions that will be on the ballot this fall. Staff would like direction on whether or not the Council would like to consider resolutions regarding the following ballot issues. Background information is attached. If the Council would like to consider resolutions on support of opposition staff will prepare drafts for the October 1st meeting.
 - Proposition 108/Amendment 74 – Colorado Municipal League (CML) has requested that communities consider taking a position **against** this ballot question.
 - Amendment 73 – The Gunnison Watershed School District is in favor of this question on school funding and is requesting that local jurisdictions consider **supporting** the measure as well.
 - Ballot Measure 7D – The Gunnison Metropolitan Recreation District (MetRec) has proposed this ballot measure to deBruce. They are asking for **support** from local jurisdictions.
 - Ballot Measure 6A – The Gunnison Valley Regional Housing Authority has proposed this property tax question. The proponents are requesting local jurisdictions consider **supporting** the question.
- 2) We have begun interviewing candidates for the Public Works Director position. On site interviews will take place September 18th and 20th.
- 3) Waste Management request to increase billing to offset recycling costs. See attached letter. They are requesting an increase of \$0.49 per month to each customer in Crested Butte. This request falls outside of the scope of the current agreement due to the unanticipated loss of China as a destination for many recyclable materials from the United States. Mt. Crested Butte has received a similar request. The Crested Butte community has historically been very supportive of recycling efforts and staff supports allowing this modest increase in light of the extraordinary changes in market conditions.
- 4) McCormick Ditch. As the Council is aware there are multiple legal actions occurring involving the McCormick Ditch including possible ditch realignment on the Kapushion property and change cases that will determine how and how much of the water may be utilized for municipal purposes in the future. There has been progress in discussions recently between the Town and Sheep Mt. Partners (the other water rights owner on the ditch). Staff is considering Sheep Mt.'s request that the Town take over all management of the ditch to the point of water delivery to Verzuh Open Space in exchange to their dropping opposition to the ditch relocation and change cases. The parties are working through details and we hope to bring a proposal forward for Council consideration at the October 15th meeting.

Public Works

- 1) Installation has begun for the new GCEA electric vehicle charging station in the 1st and Elk parking lot.
- 2) The new snow removal-no parking signs are currently being installed throughout Town.

Marshals

- 1) No update.

Parks & Rec

- 1) Installation of bricks between the curb and sidewalks on the 100 block of Elk are underway.
- 2) It appears that kids have been removing rocks from the embankment along Coal Creek in the Totem Pole Park area and using these to damn up the creek. This has seriously undermined the bank stability. Staff is investigating the best way to repair the banks.

Community Development

- 1) Peanut Lake Road - The Crested Butte Land Trust is looking to improve the traffic along Peanut Lake Road. They are currently collecting feedback from neighbors and stakeholders about how people are using the road to get a sense of the key issues. They plan to convene a community forum in October and **would like a representative(s) from the Town to participate**. Goals of this effort include:
 - o Making the travel corridor more inclusive for walkers and bikers
 - o Discouraging uninformed users from driving to the end of the road to park
 - o Reinforcing that the parking at the Lower Loop trailhead is for users with small children, seniors or those needing ADA access.
 - o They will begin manufacture of new permanent sign kiosks this fall with the intention of placing new signs at 1) the Butte/Peanut Lake Road transition; 2) the trail kiosk at the next parking area (Hermanson property; and 3) the parking lot at the Lower Loop trailhead. The Town has committed \$3,000 towards this effort from the funds budgeted towards signs kiosks in 2018. The Land Trust has received a \$7,000 grant to assist with these efforts and Gunnison County is providing in-kind services to help improve the parking areas to make them more functional.
- 2) Parking. The first open house and public meeting on the parking plan was held on the 13th with few attendees. We hope to see more public participation at the next meeting on September 19th. The plan will be presented to the Council on October 1st.

Town Clerk

- 1) No updates

Finance

- 1) Preparation of the 2019 budget is underway with department heads. A first draft of the budget will be presented to the Council for discussion on October 15th.

Intergovernmental

The next joint meeting with other elected officials in the County will be held on November 8th at the Avalanche in Mt. Crested Butte. Additional details will be provided as the meeting approaches.

Upcoming Meetings or Events

September 19th – Community meeting regarding Parking, Council Chambers, Open House 4:30 – 6:00,
Presentation and discussion 6:30 – 8:00.

September 27th – Slate River Working Group public meeting, Council Chambers

October 24th – OVPP Tentative Elected Official State of the Valley forum – WSCU University Center Ballroom, 3:30 – 4:30.

October 24th – OVPP State of the Valley public meeting - WSCU University Center Ballroom, 5:30

November 8th – Intergovernmental Elected Officials meeting, Avalanche Restaurant

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

RESOLUTION NUMBER _____

A RESOLUTION OPPOSING “AMENDMENT 74”, AN ATTEMPT TO AMEND THE COLORADO CONSTITUTION TO DRASTICALLY LIMIT STATE AND LOCAL GOVERNMENT SERVICES AT A HIGH COST TO TAXPAYERS

WHEREAS, local government services are essential to the citizens of [name of municipality]; and

WHEREAS, Amendment 74 has been written by certain out-of-state corporate interests to change the text of the Colorado Constitution, Article II, Section 15, which dates back to 1876 and threatens basic governmental services; and

WHEREAS, Amendment 74 declares that any state or local government law or regulation that “reduces” the “fair market value” of a private parcel is subject to “just compensation;” and

WHEREAS, while Amendment 74 is shrouded in simple language, it has far reaching and unintended impacts; and

WHEREAS, under the current Colorado Constitution, a property owner already has the right to seek compensation from state or local governments; and

WHEREAS, Amendment 74 would expand this well-established concept by requiring the government – i.e., the taxpayers – to compensate private property owners for virtually any decrease whatsoever in the fair market value of their property traceable to any government law or regulation; and

WHEREAS, Amendment 74 would create uncertainty because it is not clear what the language actually means or how it can be applied; and

WHEREAS, Amendment 74 would severely limit the ability of Colorado’s state and local governments to do anything that might indirectly, unintentionally, or minimally affect the fair market value of any private property; and

WHEREAS, Amendment 74 would drastically diminish the ability of our state and local governments to adopt – let alone attempt to enforce – reasonable regulations, limitations, and restrictions upon private property; and

WHEREAS, Amendment 74 would place laws, ordinances, and regulations designed to protect public health and safety, the environment, our natural resources, public infrastructure, and other public resources in jeopardy; and

WHEREAS, Amendment 74 would directly impact zoning, density limitations, and planned development; and

WHEREAS, Amendment 74 would make inherently dangerous or environmentally damaging activities prohibitively costly to attempt to limit or regulate, even in the interest of public health, safety, and welfare; and

WHEREAS, any arguable impact upon fair market value – however reasonable or justified or minimal or incidental or temporary – resulting from state or local government action could trigger a claim for the taxpayers to pay; and

WHEREAS, governments would be vulnerable to lawsuits for almost every decision to regulate or not to regulate, making regular government function prohibitively expensive for the taxpayer; and

WHEREAS, similar efforts have been attempted and defeated in other states, such as the states of Washington and Oregon; and

WHEREAS, the fiscal impact for similar language in Washington was estimated at \$2 billion dollars for state agencies and \$1.5 billion for local governments over the first six years; and

WHEREAS, individuals filed several thousand claims against state and local governments with an estimated value in excess of several billions of dollars in claims in Oregon before the residents repealed the takings initiative three years after its passage.

NOW, THEREFORE, [Name of Municipality] opposes Amendment 74 and strongly urges a vote of NO this November.

Resolved this ____ of 2018

Mayor

Attest

Municipal Clerk

Amendment 73 Factual Summary for Gunnison Watershed Re-1J School District



What is Amendment 73?

Amendment 73 (A73) is the result of the [citizen's ballot initiative #93](#), known as *Great Schools, Thriving Communities* (GSTC). A73 is a statewide school funding initiative that will increase income taxes for 8% of tax filers and for C Corporations, while decreasing property taxes for business property owners, farmers and ranchers. It will:

- stabilize and increase funding statewide for preschool through twelfth grade (P-12) public education
- create the Quality Public Education Fund that can only be used for public education, is exempt from the TABOR revenue limit, must be used to supplement General Fund appropriations for P-12 public education, and is adjusted each year for inflation up to 5 percent

How would it impact funding for Gunnison Watershed Re-1J School District?

Based on the most recent CDE estimates for 2018-2019, Gunnison Watershed Re-1J School District would receive \$3.2 million in additional ongoing revenue if the initiative were implemented for the 2018-2019 school year.

2018-2019 Per Pupil Budget Stabilization Factor for Gunnison Watershed Re-1J (the reduction in state funding to the local district in order to achieve budget savings)	2018-2019 Additional Per Pupil Funding for Gunnison Watershed Re-1J with A73
-\$739	\$1,560

The A73 estimate is based on current student count and demographics that are subject to change. Funding estimates will be revised when updated data is released.

How is funding stabilized and raised?

A73 is a property tax decrease for nonresidential property owners and it stabilizes the local share of school funding by permanently setting property tax assessment rates. A73 will prevent future reductions to the residential assessment rate (RAR) as currently required by the Gallagher Amendment. It permanently sets the RAR at 7% (currently 7.2%), and decreases and permanently sets the assessment rate at 24% (currently at 29%) for business property owners, farmers and ranchers — for property taxes levied by school districts.

A73 is an income tax increase for 8% of Colorado tax filers with taxable income (*income after exemptions and deductions*) over \$150,000. In addition, A73 increases the state corporate income tax rate by 1.37% for "C" Corporations (does *not* include LLCs, sole proprietorships and S corporations). A73 raises \$1.6 billion in revenue that is deposited in the Quality Public Education Fund.

How will the revenue be spent?

The initiative allows school districts to make local decisions about the best use of new funds that reflect local community priorities and needs — examples of how funding could be used include programs supporting mental health, safety and security, career and technical education, school maintenance and repair needs, reducing class size, etc.

How are property taxes for other local governments impacted?

A73 cuts property tax assessment rates *only* for property taxes levied by school districts. Property taxes levied by other local governments are unaffected by A73.

Will the drop in property tax rates hurt school funding?

No. Setting the residential assessment rate at 7.0% and the nonresidential assessment rate at 24% for mills levied by school districts, the measure decreases local property tax revenue to fund P-12 public schools in FY2019-2020. However, under the School Finance Act, each district's local share is calculated first, and state aid makes up the difference between the local portion and the total funding need identified through the formula.

What percentage of tax filers will be impacted in Gunnison county and by how much?

The income tax change will impact tax filers with taxable income over \$150,000. Income of \$180,000 is estimated to equate to \$150,000 in taxable income (income after deductions and exemptions). According to the US Census Bureau data, Gunnison county tax filers fit this profile:

- Average income: \$61,646
- Percent of taxpayers with income between \$150,000 and \$200,000: 3%
- Percent of taxpayers with income over \$200,000: 2%

The following scenarios provide examples of local Gunnison Watershed Re-1J tax filers with various income levels, home values and business properties:

<p>Based on average income in Gunnison county</p> <p>Tax Filer</p> <table border="0"> <tr><td>Income</td><td>\$61,646</td></tr> <tr><td>Taxable Income</td><td>\$43,207</td></tr> <tr><td>Home Value</td><td>\$350,000</td></tr> </table> <p>Tax Changes Under Amendment 73*</p> <table border="0"> <tr><td></td><td>\$0</td><td>additional income tax</td></tr> <tr><td></td><td>\$11 – \$22</td><td>property tax savings</td></tr> <tr><td></td><td>↓ \$11 – ↓ \$22</td><td>net change</td></tr> </table>	Income	\$61,646	Taxable Income	\$43,207	Home Value	\$350,000		\$0	additional income tax		\$11 – \$22	property tax savings		↓ \$11 – ↓ \$22	net change	<p>98% of Gunnison tax filers have income below \$200,000</p> <p>Tax Filer</p> <table border="0"> <tr><td>Income</td><td>\$200,000</td></tr> <tr><td>Taxable Income</td><td>\$166,306</td></tr> <tr><td>Home Value</td><td>\$400,000</td></tr> </table> <p>Tax Changes Under Amendment 73*</p> <table border="0"> <tr><td></td><td>\$60</td><td>additional income tax</td></tr> <tr><td></td><td>\$12 – \$26</td><td>property tax savings</td></tr> <tr><td></td><td>↑ \$35 – ↑ \$48</td><td>net change</td></tr> </table>	Income	\$200,000	Taxable Income	\$166,306	Home Value	\$400,000		\$60	additional income tax		\$12 – \$26	property tax savings		↑ \$35 – ↑ \$48	net change										
Income	\$61,646																																								
Taxable Income	\$43,207																																								
Home Value	\$350,000																																								
	\$0	additional income tax																																							
	\$11 – \$22	property tax savings																																							
	↓ \$11 – ↓ \$22	net change																																							
Income	\$200,000																																								
Taxable Income	\$166,306																																								
Home Value	\$400,000																																								
	\$60	additional income tax																																							
	\$12 – \$26	property tax savings																																							
	↑ \$35 – ↑ \$48	net change																																							
<p>Business scenario (not a C Corporation)</p> <p>Tax Filer</p> <table border="0"> <tr><td>Income</td><td>\$300,000</td></tr> <tr><td>Taxable Income</td><td>\$235,484</td></tr> <tr><td>Home Value</td><td>\$500,000</td></tr> <tr><td>Business Value</td><td>\$500,000</td></tr> </table> <p>Tax Changes Under Amendment 73*</p> <table border="0"> <tr><td></td><td>\$671</td><td>additional income tax</td></tr> <tr><td></td><td>\$16 – \$32</td><td>property tax savings</td></tr> <tr><td></td><td>\$388 – \$797</td><td>property tax savings</td></tr> <tr><td></td><td>↓ \$158 – ↑ \$268</td><td>net change</td></tr> </table>	Income	\$300,000	Taxable Income	\$235,484	Home Value	\$500,000	Business Value	\$500,000		\$671	additional income tax		\$16 – \$32	property tax savings		\$388 – \$797	property tax savings		↓ \$158 – ↑ \$268	net change	<p>Farmer / Rancher scenario</p> <p>Tax Filer</p> <table border="0"> <tr><td>Income</td><td>\$100,000</td></tr> <tr><td>Taxable Income</td><td>\$76,378</td></tr> <tr><td>Home Value</td><td>\$250,000</td></tr> <tr><td>Business Value</td><td>\$300,000</td></tr> </table> <p>Tax Changes Under Amendment 73*</p> <table border="0"> <tr><td></td><td>\$0</td><td>additional income tax</td></tr> <tr><td></td><td>\$8 – \$16</td><td>property tax savings</td></tr> <tr><td></td><td>\$233 – \$478</td><td>property tax savings</td></tr> <tr><td></td><td>↓ \$240 – ↓ \$494</td><td>net change</td></tr> </table>	Income	\$100,000	Taxable Income	\$76,378	Home Value	\$250,000	Business Value	\$300,000		\$0	additional income tax		\$8 – \$16	property tax savings		\$233 – \$478	property tax savings		↓ \$240 – ↓ \$494	net change
Income	\$300,000																																								
Taxable Income	\$235,484																																								
Home Value	\$500,000																																								
Business Value	\$500,000																																								
	\$671	additional income tax																																							
	\$16 – \$32	property tax savings																																							
	\$388 – \$797	property tax savings																																							
	↓ \$158 – ↑ \$268	net change																																							
Income	\$100,000																																								
Taxable Income	\$76,378																																								
Home Value	\$250,000																																								
Business Value	\$300,000																																								
	\$0	additional income tax																																							
	\$8 – \$16	property tax savings																																							
	\$233 – \$478	property tax savings																																							
	↓ \$240 – ↓ \$494	net change																																							

*Ranges are used above as property tax savings in relation to the current tax rates vary depending on the language used in school districts' local mill and bond elections. Visit www.cosfp.org/impactcalculator to utilize the A73 Impact Calculator to input your own scenario.

Arguments For

Arguments Against

<ul style="list-style-type: none"> • The state needs a sustainable source of revenue to adequately and equitably fund public education. • The measure provides property tax relief for business property owners, farmers, and ranchers who have paid an increasingly higher proportion of property taxes compared to residential property owners. • One of government's most important functions is to provide children with a high-quality education. • Stabilizing the local share of required school formula funding and creating a dedicated source of state revenue for education provide additional flexibility for the state to use more of its general operating budget on other core programs, such as transportation, public safety, and health care. 	<ul style="list-style-type: none"> • The measure imposes a tax increase without any guarantee of increased academic achievement. • Increasing the state income tax rate could negatively impact the state's economy. Businesses will have less money to invest in their workers and individuals will have less money to spend, save, and invest. • The measure complicates an already complicated property tax system. By creating one assessed value for school districts and another assessed value for all other local taxing entities, the measure will lead to confusion among taxpayers and further complicate tax administration for state and local governments. • The measure does not allow the state legislature to adjust the income tax thresholds to account for inflation.
---	---

Dara MacDonald

From: ibillick@gmail.com
Sent: Friday, September 14, 2018 10:33 AM
To: 'Cassia Cadenhead'; Dara MacDonald; 'Jim Schmidt'; 'Laura Puckett Daniels'; 'derrick nehrenberg'
Subject: Effort to debruce the Gunnison Metropolitan Recreation District/Yes on 7D

Dear CB Town Council Members,

We are requesting support from the Town Council on ballot initiative 7D. This initiative would debruce the Gunnison Metropolitan Recreation District, and increase the mill assessment back to the original amount of 1 mil that was established when the district was created. Here are some relevant things to consider.

1. This is the only tax district in the county that has not debruced.
2. It is unlikely if this measure fails that the district will continue to be able to provide over the air television. We estimate that within two or three years the district will have insufficient funds to keep up with equipment replacement costs. As you know, TABOR restrictions can have very severe consequences for taxing districts. They hit capital intensive districts such as Met Rec particularly hard.
3. Because of how the district was established, it can be the only tax district to support recreation that pulls together the north end of the valley. If the district is debruced, initiatives to support recreation initiatives could be taken to a subdistrict representing the entire north end of the valley. While this district exists, there cannot be another recreation district that unifies the north end of the valley. Unless the met district can operate on a sustainable basis, a great deal of the burden for recreation for the entire north end of the valley will continue to fall on the residents of Crested Butte. So we think it is in the best interest of CB residents to have a viable district representing the entire north end of the valley.
4. There is strong interest within the community to figure out how to support sustainable tourism and recreation. The metropolitan recreation district over the long run could be a key tool.
5. The district's translator sites will be important in the future for telecommunications. Permitting and access will only get harder. It is difficult to know exactly how internet, cell phone service, and television will be distributed throughout the county, including up through the 135 corridor. However, if the district is not able to maintain over the air television and we lose control of those sites, we may lose a very important tool for ensuring information connectivity.

We are happy to provide any additional information the Council is interested in.

Thanks for considering our request!

Ian Billick
Crested Butte, CO 81224
970 349 6669

RESOLUTION IN SUPPORT OF BALLOT MEASURE 6A

PROPOSING A MODEST PROPERTY TAX INCREASE TO CREATE A DEDICATED SOURCE OF FUNDING FOR COUNTY-WIDE WORKFORCE AND SENIOR HOUSING

WHEREAS, the citizens and leaders of Gunnison County have worked together for years to maintain a dynamic and growing economy and take actions necessary to assure the continued strength of our communities; and

WHEREAS, these efforts have now been successful to the point where it is difficult for our workforce and senior citizens to obtain adequate housing for themselves and their families because the wages employers can afford to pay cannot provide enough income for the cost of available and needed rental and for sale housing; and

WHEREAS, large and small employers throughout the county are experiencing substantial difficulty in hiring and retaining employees at all levels of positions because of this housing shortage; and

WHEREAS, efforts to provide workforce and senior housing in other tourism-based communities have successfully bolstered the local economy, increased civic engagement, increased the quality of life, and provided them with year-round vibrancy; and

WHEREAS, a county-wide Housing Needs Assessment was performed in 2016 which concluded that approximately 900 new housing units, including 420 subsidized units, need to be made available in Gunnison County by 2020 in order to catch up with the accrued demand for housing caused by community growth; and

WHEREAS, as of now, half-way through that time period, only approximately 15 of these subsidized units have been constructed, primarily because there is little public funding available to help construct the needed housing; and

WHEREAS, the only feasible way to help provide the needed housing is to significantly leverage state and federal funding sources by demonstrating a county-wide commitment to this effort by creating a dedicated source of funding for workforce and senior housing; and

WHEREAS, no such source currently exists and the dedicated property tax proposed by ballot measure 6A would provide that critically needed commitment and source of funding.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Crested Butte, Colorado officially declares its support for Ballot Measure 6A, a modest property tax increase for the purpose of creating a dedicated source of funding for county-wide workforce and senior housing.

DATE: _____

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

By: _____
Mayor

ATTEST: _____
Lynelle Stanford, Town Clerk



September 11, 2018

Dara MacDonald
 Town Manager
 Town of Crested Butte
 507 Maroon Ave
 Crested Butte, CO 81224

Hello Ms. MacDonald,

As the Town's partner, we recognize that when either one of us is impacted by circumstances out of our control that influence our ability to provide quality services to constituents, both the Town and WM are impacted. The current conditions around the recycle market pose a threat to the suitability of the recycle program both to WM and the Town of Crested Butte.

Because of this unforeseen special circumstance, WM respectfully requests a special rate increase to cover increased costs. This unforeseen special circumstance stemmed from the National Sword. As we have discussed over the past couple of months, the dramatic changes in the recycle industry related to contamination have caused a sharp decline in the value of recyclables and forced us to slow down our sort lines to meet these new contamination levels established by China on January 1st. This in turn has limited the markets to move commodities and increased our processing costs as we have added employees to work on the recycling sort lines to remove trash from recyclables.

Waste Management is requesting that we start the negotiation process related to the special rate increase. Our goal is to ensure the sustainability of the recycle program and to continue to provide the highest quality, environmentally responsible service at fair and reasonable prices.

Summary of Proposed Special Rate Increase:

Current Rates:

Rates Effective October 1, 2018:

Standard Rate	\$20.89	Standard rate	\$21.38
---------------	---------	---------------	---------

Because we recognize the unique nature of this request, I would like to also provide you with a deeper dive into what is happening in the market and why this is an unforeseen special circumstance.

Introduction... There is a lot of uncertainty and volatility in the recycling commodity market right now, and we are not totally sure what the future holds. Certainly, our goal is to work

through the changes with minimal disruption on the flow of materials, and thereby to our residents, but, this will be dependent on our customers embracing quality requirements and likely short-term pricing volatility.

Brief overview of Recycling ... Three things will determine if something is recyclable: if we are able to collect it; if it can be processed; and, if there is a market for the item.

Contamination is defined as any material that ends up in a recycling container that is NOT on the list of acceptable items. It is a combination of people not knowing what goes in a single stream container, and people using their recycling cart as a second trash can.

Here are the top 3 biggest contaminators we see today:

- Plastic Bags and Plastic Film - 
- Food contaminated waste - 
- And, items containing liquid - 

Plastic bags and film can shut down the equipment used to process recycling materials, so we urge residents not to bag their recycling items. Food and liquids can contaminate surrounding materials, rendering them nonviable recycling products.

Here is the exclusive list of what does belong in the Recycling Container:

- Cardboard (OCC) & Paperboard (e.g. cereal boxes) 
- Mixed Paper products (e.g. newspaper, writing paper, magazines, junk mail) 
- Plastic Bottles & Containers (Clean, Empty & Dry) 
- All Metal Bottles & Cans (Steel & Aluminum) 

Nothing else can be processed at the Materials Recovery Facility (MRF). At our local MRF in Grand Junction; the materials will be sorted, baled and shipped to factories that will turn them into new products. Manufacturers will then use this recycling material in lieu of virgin materials. So, recycling has a definite commodity value, and as such, are subject to commodity market pressures. When supply is greater than demand, two things are sure to happen; commodity value will decrease and the insistence on purity (higher quality materials) will increase.

What's happening in the Recycling Industry... In the past 5 years we have seen a decline in the commodity value of recycling materials, and that decline has accelerated recently; just since the first of the year we have seen a 50% decline in value, and the demand for a higher quality product is at an all-time high. This has forced MRF's globally to slow their operations down, and double the size of their sort staff (so more sorting can take place), thereby increasing dramatically the cost of processing.

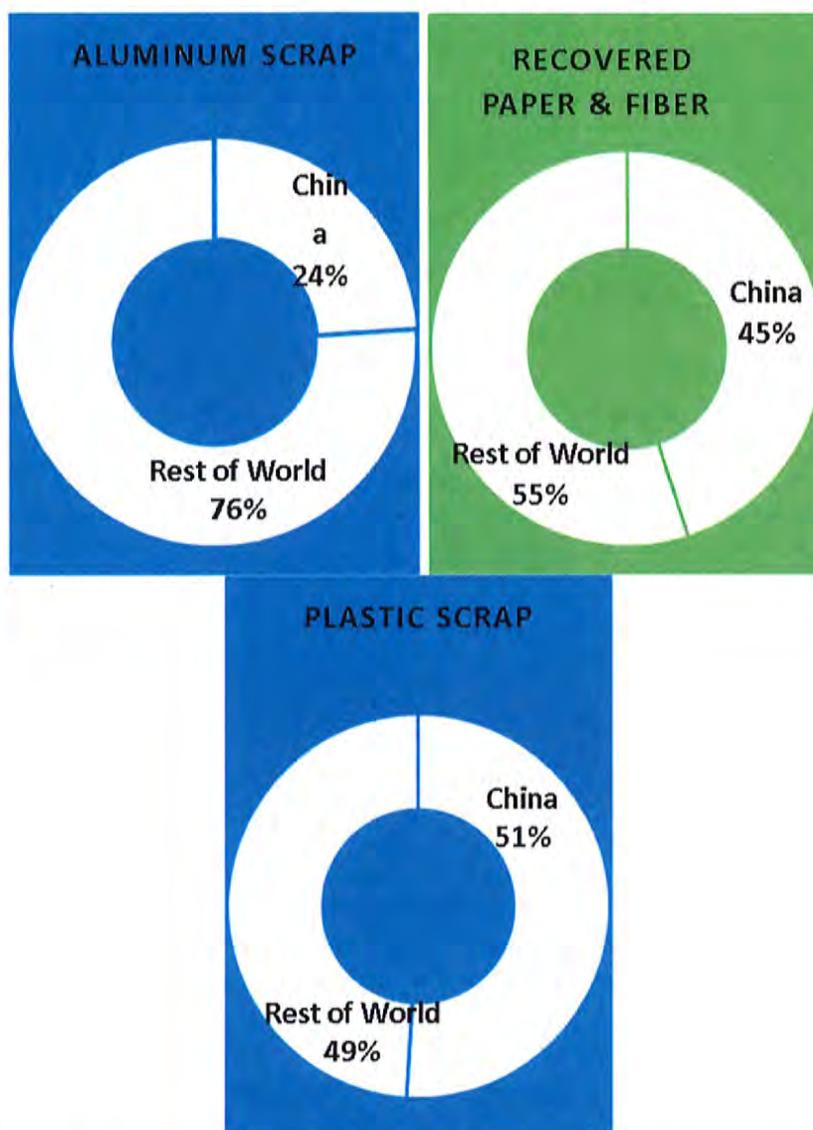
- Low energy prices are affecting commodity prices. For example, it is less expensive for plastic product manufacturers to use virgin resin than post-consumer resin.
- There is a current glut on metals, depressing their pricing worldwide.
- The strong U.S. dollar makes our commodities more expensive on the global market.
- Domestically, we have seen paper mill factories begin a consolidation process, which has resulted in a limiting of the number of domestic buyers.
- The economic growth in China (our largest export partner) has slowed. Demand for recycled feedstock has slowed as their economic growth has slowed from 12-14% to 4-6%.
- Over the past several years, China has also built a network to capture more internal material for recycling, so they are much less dependent on imports.
- China has imposed severe restrictions on the importation of recycling commodities.

Let me give you a closer look at this last bullet point.

- Over the past 20 years, China has become the primary market for recyclables from across the globe. They've been a huge player in recycling scrap, paper, and plastics.
- China's environmental problems are well documented. President Xi is committed to cleaning up the environment, which includes cracking down on manufacturers who pollute air and water, trash imports and illegal dumping. We here at Waste Management support China's intention to create a cleaner environment, but, we also realize that these new policies are creating a "new normal" for the recycling industry worldwide.
- This cleanup process in China began with Operation Green Fence in 2013, which increased quality standards, but did not really do much to restrict our recycling exports.
- In 2017, China implemented their Operation National Sword, which banned the import of unsorted mixed paper and mixed plastics; reduced acceptable import contamination levels from 5% to 0.5% (1/2 of 1%); and they began restricting import licenses to manufacturing mills in China. This went into full effect January 1, 2018. *(Our current 22% level of contamination equates to 440 pounds of trash in every ton of recyclables, while the new quality standard required by China, 0.5% only allows for 10 pounds of contamination per ton of recycling materials. MRFs, globally, are unable to meet that 10-pound per ton requirement.)*
- In 2018, China began Operation Blue Sky which mandates inspections of all loads and a complete suspension of imports from May 4 – June 4. **For all intents and purposes, exports from the United States to China markets are non-existent. This equates to a loss of approximately 30% of our export market.**
- China intends to phase out imports of all recyclables by 2021. This will have a massive impact on global demand and supply. We see the need to adjust now and quickly and are taking steps to do so. This includes cleaning up our domestically produced recycling stream; cultivating new markets for recyclable materials, both

domestically and abroad; and, doing all we can to drive demand for consumer goods made from recycled materials.

This graphic illustrates mainland China's share of the global import market...



Over the last eleven months prices have plummeted, and as supply well exceeds demand, other buyers have followed China's lead in demanding higher quality materials.

Finding replacement markets and **contamination reduction** are the only two levers the recycling community has left to mitigate the impacts of China's new policies, and to help stabilize processing costs. Replacing the lost 30% of the market is a process taking place behind the scenes, which individual communities have little control over, but reducing contamination is an area which can only be successful if it takes place at the community level; in the homes at curbside.

Waste Management continues to move commodities, even at a loss in some cases, and to a broad variety of customers across the globe. Our primary goal is to move materials, and to avoid landfilling or warehousing these commodities. Here is some of what is going on behind

the scenes: plastics are mostly moving to domestic buyers; paper is moving to domestic mills, as much as possible; and, we are hard at work developing new markets and expanding existing markets in India, Vietnam, Malaysia, and S. Korea, to replace the 30% of the market lost to China. But these new and existing markets are insisting we ship higher quality stock, again, as supply exceeds demand. So, that's why we are working with our communities to clean up the recycling stream.

The main reason why reducing contamination is so important is, if we bring a cleaner recycling stream to the MRF (called "inbound"), then the MRF can process to a higher purity out to the buyers/manufacturers (called "outbound"). By way of illustration, if we bring a 22% contaminated product inbound to the MRF, it may leave the MRF, outbound, at about a 5% contamination level; however, if the product came inbound to the MRF at 10% or less, it could potentially leave at a 2% or less contamination percentage. This would tend to stabilize or reduce processing costs, and, create a more marketable commodity.

So, unfortunately, recycling is not as all-inclusive as it once was. Gone are the days where a resident could throw an item in the recycle bin if they weren't sure if it was recyclable or not. The motto has changed to "**when in doubt, throw it out,**" in other words, if it is not cardboard, paperboard, mixed paper products, plastic bottles or containers, or steel or aluminum, it goes in the trash. We are asking our communities to help in this endeavor.

We have designed an educational strategy to deliver this message to the homes in the communities in which we work. We are using a variety of modalities to get our message out, including social and network media, web information, direct mail, dissemination at community events and social functions, labeling recycling containers with photos of acceptable products, and providing contamination notices on bins containing unacceptable materials.

What does this mean ... No one knows for sure when the recycling processing costs are going to settle, but we believe we are headed in the right direction to have some stabilization occur. We do feel this will take some time, and perhaps longer before the China market is totally replaced. In the mean time we know there will be some recycling disposal pricing changes which will have to be passed on through recycling rates. We should have a much clearer picture by the 4th quarter of this year. Each month I provide some recycling reports to Town staff, along with a report on processing costs, and will continue these updates.

Summary... Here is what we believe the picture is going to look like for the foreseeable future, as the "new normal" for the recycling industry:

- We are going to see stricter contamination limits being demanded by buyers;
- 30% of the recycling market is gone with the new standards imposed by China, so a severe tightening of the markets will take place in the short and mid-term;
- Also in the short to mid-term, recycling processing costs will continue to rise, but we will begin to see these costs slow, as our anti-contamination efforts bear fruit;
- Our efforts to develop new domestic and overseas markets to replace the 30% we lost will continue, with success, but this will take some time to fulfill;
- A concerted campaign to clean up the recycling stream will continue, and cooperation from residents will be requested;
- And in terms of additional recycling disposal costs, which we will address this fall, as the picture becomes clearer.

Recommendations... Although processing costs are expected to escalate in the near term, we believe it is reasonable to ask our communities to stay the course, as we feel we will see this escalation slow. We suggest to our communities they resist the impulse to dismantle the recycling infrastructure which has been painstakingly established, understanding that each community must make their own decisions based on the best information they have, and that we can provide.

In closing, I am requesting that we start the process of reviewing our request to maintain the sustainability of the recycle program throughout your community and we are able to maintain the highest quality, environmentally responsible service at fair and reasonable prices. In addition to the special rate adjustment, Waste Management will continue to look for process improvements and programs to maximize value for Town of Crested Butte.

If you have any additional questions, please do not hesitate to call. I can be reached at (505) 235-3794.

Sincerely,

Frank Santiago
Area Manager, Public Sector Solutions

Crested Butte		Extraordinary Residential Rate Increase Request		\$/Unit Impact	Source/Formula
	Variable				
Tons/Month	A	9			Source: 2017 Diversion Rpt
Billable Units (homes)	B	1,055			Source: WM Billing System
Tons/Home/Month	C	0.0089			A / B
Services/Month	D	4.33			Weekly Service(52/12)
lbs/Home/Service	E	4.12			A*2000/(B*D)
Material Stream Value					
Commodity Value/Ton Sold - Current	F	\$ 80.97			Source: Attached Characterization Comparison
Commodity Value/Ton Sold - Prior	G	\$ 122.01			Source: Attached Characterization Comparison
Change/Ton	H	\$ (41.04)			F-G
Impact/Home/Month	I		\$ 0.37		-H/C
Processing Cost					
Processing Cost/Ton - Current	J	110.07			Source: Attached Operating Cost Summary
Processing Cost/Ton - Prior	K	96.81			Source: Attached Operating Cost Summary
Increase in Processing Cost/Ton	L	\$ 13.26			J-K
Impact/Home/Month	M		\$ 0.12		L*C
Residual Change					
Current %	N	2.7%			Source: Attached Characterization Comparison
Prior %	O	2.2%			Source: Attached Characterization Comparison
Change	P	0.4%			N-O
Current Residual Tons/Month	Q	0.25			N*A
Prior Residual Tons/Month	R	0.21			O*A
Change in Residual Tons	S	0.04			Q-R
Change in Tons/Home/Month	T	0.0000			S/B
Disposal Cost/Ton	U	\$ 53.15			Source: Attached Characterization Comparison
Impact/Home/Month	V		\$ 0.00		T*U
Total Impact/Home/Month	W		\$ 0.49		I+M+V

Crested Butte
Characterization Summary using WM Grand Junction avg, since individual audit data not available

Commodity	Mar-18				Material Stream Value	Mar-17				Material Stream Value
	Mkt Pricing	CRV Value	Composition	Per Ton Value		Mkt Pricing	CRV Value	Composition	Per Ton Value	
OCC	\$ 105.33	\$ -	14.6%	\$ 15.40	\$ 195.32	\$ -	8.1%	\$ 15.81	\$ 122.01	
ONP #8	\$ 55.00	\$ -	43.9%	\$ 24.17	\$ 120.61	\$ -	51.0%	\$ 61.47		
Mixed Paper	\$ 55.00	\$ -	4.9%	\$ 2.68	\$ 120.61	\$ -	5.5%	\$ 6.59		
Aluminum/UBC	\$ 1,380.60	\$ -	1.0%	\$ 14.01	\$ 1,317.50	\$ -	1.2%	\$ 15.22		
Steel/Tin	\$ 183.04	\$ -	2.7%	\$ 4.93	\$ 147.32	\$ -	4.1%	\$ 6.03		
HDPE Natural	\$ 765.00	\$ -	1.1%	\$ 8.57	\$ 715.00	\$ -	0.9%	\$ 6.26		
HDPE Colored	\$ 365.00	\$ -	1.2%	\$ 4.22	\$ 495.00	\$ -	0.9%	\$ 4.68		
PET	\$ 200.00	\$ -	4.7%	\$ 9.38	\$ 168.00	\$ -	4.8%	\$ 7.99		
Mixed Rigids	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -		
Mixed Plastics 3 - 7	\$ (53.15)	\$ -	1.7%	\$ (0.92)	\$ (43.15)	\$ -	1.6%	\$ (0.68)		
LDPE Film	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -		
Glass - Mixed	\$ (6.83)	\$ -	21.5%	\$ (1.47)	\$ (6.83)	\$ -	19.9%	\$ (1.36)		
Scrap steel	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -		
Residue	\$ (53.15)	\$ -	2.7%	\$ (1.43)	\$ (43.15)	\$ -	2.2%	\$ (0.97)		
Composition Total			100.0%				100.0%			

Grand Junction MRF
Processing Cost/Ton

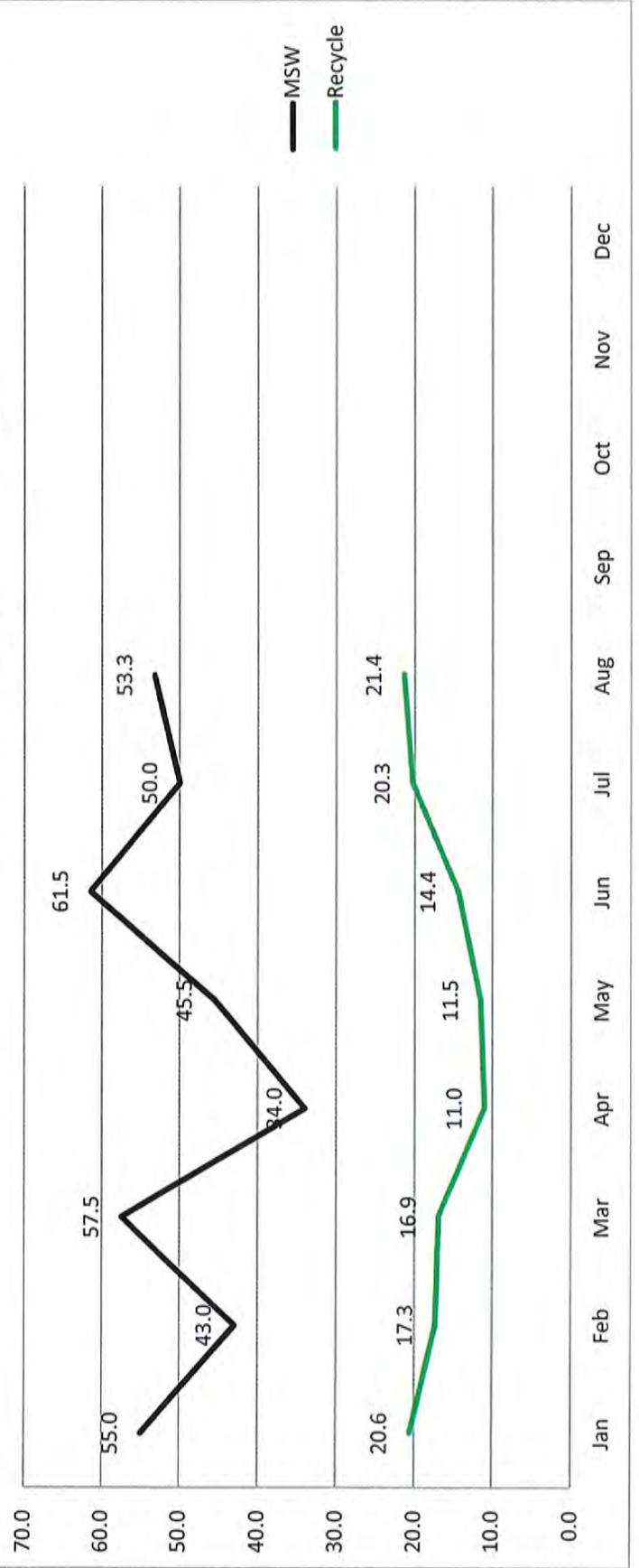
	Mar-18	Mar-17	
	YTD Actual	YTD Actual	
Total Cost / Ton Processed	\$ 110.07	\$ 96.81	
Labor / Ton Processed	\$ 88.85	\$ 79.54	Impact of slower line and adding a 2nd shift.
Other Variable Cost / Ton Processed	\$ 18.52	\$ 12.21	Impact of higher maintenance cost
Fixed Cost / Ton Processed	\$ 2.70	\$ 5.06	
	-	-	
Test			
Extraordinary Revenue Increase	1,055	\$ 0.49	\$ 514
Loss In Material Sales	9.42	\$ (41.04)	\$ 386
Increase in Processing Cost	9.42	\$ 13.26	\$ 125
Increase in Residual	0.04	\$ 53.15	\$ 2
			\$ 514
			\$ -



YEAR TO DATE DIVERSION REPORT - 2018

Diversion Tons													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
MSW	55.0	43.0	57.5	34.0	45.5	61.5	50.0	53.3					399.8
Recycle	20.6	17.3	16.9	11.0	11.5	14.4	20.3	21.4					133.4
Diversion Goal	22.7	18.1	22.3	13.5	17.1	22.8	21.1	22.4					159.9
Total Combined	75.6	60.3	74.4	45.0	57.0	75.9	70.3	74.6					533.1
Diversion %	27.2%	28.7%	22.7%	24.4%	20.2%	19.0%	28.9%	28.6%					25.0%

Crested Butte Monthly Tonnage Summary



Recycling actual compared to Recycling Goal (30%)





Staff Report

September 17, 2018

To: Mayor and Town Council

From: Dara MacDonald, Town Manager

Subject: Discussion of possible conditions under which Crested Butte could endorse allowing Gatesco to proceed with preliminary plan application for The Corner at Brush Creek

Summary: During discussion on The Corner at Brush Creek at the regular meeting on September 4th the Council asked that each member submit potential conditions for discussion at the meeting on September 17th. The conditions would be those terms under which the Council may be comfortable voting to allow The Corner at Brush Creek to proceed with an application for preliminary plan.

Background and Discussion: The following are the proposed conditions staff received prior to packets being prepared for the September 17th meeting. Staff has grouped the suggested conditions by topic:

Economic Feasibility:

1. I would ask for a pro-forma for the project that can be reviewed. With Gatesco never having built and projects before, I am very concerned with what guarantees we have to keep the project affordable if the economy changes in a few years.
2. Pro forma explaining long term feasibility of project (open the books)

Site Design:

1. Site plan for 180 units
2. Require a new preliminary site plan to be developed demonstrating the intended responses to the County's conditions and our, CB and Mt. CB's, mutually agreed upon conditions. Only upon reviewing the intended preliminary site plan and response to our conditions can we offer to sell the property or proceed with preliminary plan.
3. Intercept parking be located as close to HWY 135 as possible in anticipation of its future use.
4. I do think there should at least be one acre for a small pocket park
5. It is impossible for anyone to make comments without a rendering of what is now proposed. Gatesco has said underground parking will be eliminated with a reduction of units. This means more ground level parking and a reduction of open space.

Required Parking:

1. Parking space requirements: ask to maintain the 2 spaces / unit. The transit center and remote parking lot will likely not be activated for many years. A plan for the intersection improvements and bus services, RTA and Mountain express, all need to be finalized and budgeted first. This planning and budgeting could easily take many years. This is why there should be no exception or incentive allowed for a reduction in the minimum parking space requirement of 2 spaces / unit. Also by requiring this standard, then the guest parking is automatically accounted for and usefully spread throughout the project.
2. Perhaps allow them to build/ pave the 1.6 spaces/ unit that they propose and have the remaining .4 spaces/unit of area dedicated and left unpaved for extra use as needed like snow storage and trailer parking or to pave later.
3. There needs to be 2 parking spaces per unit. 10% of which could be held for future development just like the 220 Unit proposal offered. Parking can be one of the biggest issues for tight neighborhoods.

Intercept Parking & Ballfields:

1. Dedicate 5 acres to continue to be owned by the MOU partners for future development for use as a remote parking lot. The location of transit center building should properly anticipate how it will connect with the future parking lot. If determined at a later date by the MOU partners then a regulation sized ball field could also be constructed within this 5 acre portion.
2. 5-6 acres will not be sold. It will be held for future development of Transit Parking and possibly used for a softball field. The reason I still believe having a softball field out there should still be a serious consideration is that it would make this development more a part of town. If town games and other events were held out there, our community would literally be going to them. If we are putting a large population of Crested Butties out there, I want to be sure that they are a part of our community and not just a remote high-density bedroom development.
3. 2 acres dedicated to intercept parking
4. A parking lot is essential
5. There needs to be land set aside if not developed for parking and parks. It is myopic and short-sighted to look at this public owned land and not consider its use for parking as that was the prime specific uses enumerated in the MOA. While playing fields were not mentioned, any large development should include land for such purpose. With much of the property being presently used for parking in Mt. CB and the Town of CB being continually crunched with the competing needs of parking and snow storage, we must consider a Park-N-Ride lot for this property. I strongly suggest that 5 acres be put aside for these purposes.

Oversight of rental units:

1. The establishment of a body (or the further empowerment of the GVRHA) to protect Brush Creek tenants against the very real possibility of abuse by ANY one landlord for 4-600 people that don't have a local government looking out for them (with the assumption that the BOCC would never wade into and landlord/tenant dispute). I'm picturing either the GVRHA or something akin to an HOA board for all the residents. The key requirement is an elected body, ideally elected by the residents (or empowered by elected officials ala the GVRHA).
2. I think the housing authority should manage it and not Gary Gates.

Water Availability:

1. proof that there is enough water for up to 160 units

Rental vs. For Sale:

1. 20 for sale units
2. I don't see a need for ownership at this property

Density/Number of Units:

1. no more than 180 units
2. allowed density contingent on water availability discovered in preliminary plan
3. Density: not to be increased from what the current proposal offers @ 15 units/ acre. Apply this proportion to the acres remaining after carving out the first 5 acres. The density becomes a product of the remaining land. 9-10 acres = 135-150 units. Please recognize that a workforce affordable housing project of this size will still be the "dominate use" and will remain the largest affordable housing project in the County and part of a larger County wide comprehensive plan identifying all areas where affordable housing can be located.
4. The density of the property must be carefully considered. The 15 units per acre is equivalent to Pitch Fork which has had considerable problems with parking and snow storage as mentioned by members of the Mt. CB council. The county has asked for a reduction of units on their parcel in Pitchfork.

Impacts and Independent Review:

1. Comprehensive study on impacts of 180 units there, including Brush Creek Road intersection and parking in town.
2. I am concerned that many of the units will be used by people working down valley. It is important for housing to be as close to employment as possible. I would like to see a market study to see who will served and if this will be putting more pressure on the transportation systems.
3. I would like to ask Melanie Rees to come back to consult on this project. It is her Needs Assessment that all of this is being based on and no one understands it as well as she does. The one thing that this whole process has ignored is the need for outside professional input on the benefits and potential pitfalls that this development might bring. It is the only way we can clearly evaluate a major impact project and create a clear picture of what we are deciding on. If Melanie Rees will not come back to help, then I request we bring in another outside affordable housing consultant.
4. A fiscal and public facilities impact analysis be done. This way we can plan for the future and know what it will cost us.
5. Traffic study needs to be done and a traffic solution decided on so that we know if any of this parcel will be needed for future intersection improvements. I do not want to find out later that the best solution cannot be built because a building has been built too close to the road.



2017 Year-End Report to Crested Butte Town Council

Visitor Center Statistical Report

Both Visitor Centers saw fewer tourists between January and May than in 2017, but both saw more visitors in June of 2018 versus 2017. The Mt CB Visitor Center closed, as usual, on CBMR's closing day and reopened on its opening day. The CB Visitor Center hours changed to 8-7 the last week in June and will continue these hours through CBMR's biking season, with the exception of their added September weekends; the CB Visitor Center will go back to 9-5 on Sept 10. Monthly staff meetings have continued to go well, and representatives from 2 Sense Social, CBMR, CB Yoga Retreats, 1% for Open Space, the US Forest Service, CB South Fitness, and RMBL joined us to tell us more about their businesses/organizations and to discuss how we can better represent them to tourists.

Crested Butte Visitor Center Walk-Ins, Phone Calls, Emails

January: 375/261/16

February: 367/191/14

March: 616/120/12

April: 139/142/7

May: 885/217/27

June: 3383/178/41

Mt Crested Butte Visitor Center Walk-Ins

January: 440

February: 433

March: 568

April: 72

May: CLOSED

June: 997

Business Support Activity Report

Business support in the first quarter primarily focused on our tourist-based events, Fat Bike Worlds and Crafted. The Chamber's new Member Monday campaign highlighted 26 businesses during Q1 and Q2 through social media and our monthly Chamber Chatter column in the CB News. The Q2 off-season seminar series was very well-attended, and topics included social media marketing, financial literacy for business owners, and supplemental insurance options. We will partner with the Crested Butte Creative District to offer more seminars during future off-seasons. We are also partnering with Region 10, the ICELab and the SBDC to create more business seminars; more information on these partnerships to come. The Chamber's membership awards dinner went well with 57 attendees; the award winners were published in the papers and honored at the dinner. Finally, instead of holding an actual event, we recorded the summer forecast this year, being mindful of people's busy early summer schedules. This video is available on our resources page (www.cbchamber.com/membership/resources).

Financial and Membership Report

Please see the attached financial report for Quarters 1 and 2. We are usually in the negatives in Q1, because we haven't received BOLT funding, and only FBW and Crafted registration income is in while the CB3P and CBBW have already started making expenses.



In Q2, the Chamber's account is typically low, because our largest sources of income, membership and Chili and Beer Festival, have not come in yet; we bill 75% of our membership between Q3 and Q4. Our events account is also down in Q2, because we have started paying for Chili and Beer needs, but we have not received ticket sales income yet. The Visitor Center received BOLT checks in Q2 but was not spending much of its funding which mostly goes towards payroll. Our hours and staff are low in the Q2 off-season; this funding is used in Q3 when our hours are longer and we have more staff. Membership reached 320 by the end of Q2, gaining 32 members and dropping 10 over the previous six months.

Event Report

Fat Bike Worlds did very well in its third year, more than doubling its sponsorship support and increasing registration. Most of Thursday's North Village Classic participants were locals, while 91% of Saturday's Championship racers came from outside the valley.

Crafted did not fair quite as well this year, falling behind last year's sold out attendance by about 100. We attribute this to the event's new location, the lower lobby of the Elevation Hotel. Previously, the event was held in CBMR's putt-putt tent, and over half of the attendees resulted from walk-by traffic. However, the venue was fantastic, and online registration numbers were about the same. We will continue to work on our marketing campaign to increase early registration, striving to increase attendance despite the difficult nature of the venue.

The second quarter kicked off with the Crested Butte Pole Pedal Paddle (CB3P) which was the largest ever with 105 participants! Of these, 26% were from out of town, coming in at second overall for most out-of-towners in the event's 6-year run. While many of these racers camp and come in only for the event, we have a racer party in Crested Butte, and there is plenty of opportunity throughout the weekend to spend money in the valley. The CB3P is not a fundraiser for the Chamber; instead, all of its proceeds go to a local non-profit. This year we were able to donate \$1,000 to Gunnison Trails!

We wrapped up the second quarter with Crested Butte Bike Week, and it was another huge success. We had 436 online registrations, 56% of which came from outside the valley (244 people). We intentionally did not have evening events in order to push that out-of-valley traffic towards our local businesses. We have received great feedback so far on Bike Week and have already started meeting with partners to plan another great event in 2019.

Crested Butte Mt. Crested Butte Chamb
Balance Sheet
As of March 31, 2018

11:37 AM
05/02/2018
Accrual Basis
Mar 31, 18

ASSETS	
Current Assets	
Checking/Savings	
Chamber Bank Accounts	
Chamber Checking cbb	2,449.40
Petty Cash	80.00
Butte Bucks	6,301.88
PayPal	578.48
Trades / Exchanges	250.00
Total Chamber Bank Accounts	9,659.76
Visitors Center Bank Accounts	
Visitor Center checking	551.60
Total Visitors Center Bank Accounts	551.60
Events Bank Accounts	
Events Checking cbb	53,290.63
Total Events Bank Accounts	53,290.63
Total Checking/Savings	63,501.99
Accounts Receivable	
Accounts Receivable	3,342.50
Total Accounts Receivable	3,342.50
Other Current Assets	
Prepaid Asset	74.32
Undeposited Funds	1,720.54
Other Chamber Assets	
Butte Bucks Coins	10,019.25
Total Other Chamber Assets	10,019.25
Other VC Assets	
EV Loan to Chamber	2,000.00
EV Loan to VC	6,000.00
Total Other VC Assets	8,000.00
Total Other Current Assets	19,814.11
Total Current Assets	86,658.60
Fixed Assets	
Fixed Assets Chamber	
Computer Equipment	2,925.01
Chamber Website Design	5,800.00
Total Fixed Assets Chamber	8,725.01
Fixed Assets VC	
VC Equipment	614.51
Event Equipment	7,000.00
Total Fixed Assets VC	7,614.51
Accumulated Depreciation	-1,945.00
Total Fixed Assets	14,394.52
TOTAL ASSETS	101,053.12

Mar 31, 18

LIABILITIES & EQUITY

Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	2,980.79
Total Accounts Payable	2,980.79
Credit Cards	
CHAMBER VISA (8379)	477.11
Total Credit Cards	477.11
Other Current Liabilities	
Chamber Liabilities	
Payroll Liabilities	3,480.45
Sales Tax Payable	294.14
CH Loan from EV	2,000.00
Total Chamber Liabilities	5,774.59
VC Liabilities	
VC Loan from EV	6,000.00
Total VC Liabilities	6,000.00
EVENT Liabilities	400.00
Total Other Current Liabilities	12,174.59
Total Current Liabilities	15,632.49
Total Liabilities	15,632.49
Equity	
Fund Accts	
Chamber	33,765.33
Visitors Center	-3,397.79
Events	88,157.65
Total Fund Accts	118,525.19
Opening Bal Equity	41,302.45
Retained Earnings	104,855.84
PP Net Change in Fund Account	-92,298.27
Net Change in Fund Account	-26,426.92
Net Income	-60,537.66
Total Equity	85,420.63
TOTAL LIABILITIES & EQUITY	101,053.12

*** These fund balances have been thrown off by
accountant year end journal entries.

Crested Butte Mt. Crested Butte Chamber of Commerce
Cash Basis Stmt of Activity - All Classes
 April through June 2018

4:55 PM

08/15/2018

Cash Basis

	Chamber	Visitors Center	Events	Unclassified	TOTAL
Ordinary Income/Expense					
Income					
Membership Income					
Membership Renewals	5,487.50	0.00	0.00	0.00	5,487.50
New Memberships	3,825.00	0.00	0.00	0.00	3,825.00
MyChamberApp Income	250.00	0.00	0.00	0.00	250.00
Gunnison Member Discount	-200.00	0.00	0.00	0.00	-200.00
Total Membership Income	9,362.50	0.00	0.00	0.00	9,362.50
Government Contributions					
Crested Butte BOLT	0.00	13,500.00	0.00	0.00	13,500.00
Mt Crested Butte BOLT	0.00	40,347.00	0.00	0.00	40,347.00
Total Government Contributions	0.00	53,847.00	0.00	0.00	53,847.00
Grant Funds					
Paradise Cleanup - restricted	1,000.00	0.00	0.00	0.00	1,000.00
TA VC Wage Grant - restricted	0.00	25,000.00	0.00	0.00	25,000.00
Total Grant Funds	1,000.00	25,000.00	0.00	0.00	26,000.00
Additional Revenue					
VC Advertising	0.00	300.00	0.00	0.00	300.00
Relocation/Labels/Misc	0.00	2.74	0.00	0.00	2.74
Post Event Local Merch Sales	0.00	36.56	0.00	0.00	36.56
Misc Income	0.00	22.87	0.00	0.00	22.87
Sales Tax Vendor Fee	0.00	0.12	220.40	0.00	220.52
Total Additional Revenue	0.00	362.29	220.40	0.00	582.69
Event / Program Income					
Fat Bike World Champ Income					
FBWC Marketing	0.00	0.00	250.00	0.00	250.00
FBWC Registration	0.00	0.00	280.44	0.00	280.44
Total Fat Bike World Champ Income	0.00	0.00	530.44	0.00	530.44
CB Pole Pedal Paddle					
CB3P Carry Over	0.00	0.00	1,855.74	0.00	1,855.74
CB3P Government Grants	0.00	0.00	1,000.00	0.00	1,000.00
CB3P Sponsors	0.00	0.00	2,800.00	0.00	2,800.00
CB3P In-Kind Sponsors	0.00	0.00	247.35	0.00	247.35
CB3P Race Fees	0.00	0.00	3,753.15	0.00	3,753.15
CB3P Merchandise	0.00	0.00	63.00	0.00	63.00
Total CB Pole Pedal Paddle	0.00	0.00	9,719.24	0.00	9,719.24
CB Bike Week Income					
CBBW Government Grants	0.00	0.00	6,500.00	0.00	6,500.00
CBBW Sponsors	0.00	0.00	3,000.00	0.00	3,000.00
CBBW Chainless Reg	0.00	0.00	2,765.00	0.00	2,765.00
CBBW Registration FT40	0.00	0.00	2,025.00	0.00	2,025.00
CBBW Other Registration	0.00	0.00	142.31	0.00	142.31
CBBW Beer Sales	0.00	0.00	108.00	0.00	108.00
Total CB Bike Week Income	0.00	0.00	14,540.31	0.00	14,540.31
4th of July Revenue					
4th of July Government Grants	0.00	0.00	13,000.00	0.00	13,000.00
4th of July Parade Entry	0.00	0.00	1,400.00	0.00	1,400.00
4th of July Vendors	0.00	0.00	1,400.00	0.00	1,400.00
Total 4th of July Revenue	0.00	0.00	15,800.00	0.00	15,800.00
Beer & Chili Income					
Beer & Chili Government Grants	0.00	0.00	3,000.00	0.00	3,000.00
Total Beer & Chili Income	0.00	0.00	3,000.00	0.00	3,000.00
Oh Be Joyful Kayak Race					
OBJ Public Grants	0.00	0.00	2,000.00	0.00	2,000.00
OBJ Registration	0.00	0.00	60.00	0.00	60.00
OBJ Whiskey for Water	0.00	0.00	299.00	0.00	299.00
Total Oh Be Joyful Kayak Race	0.00	0.00	2,359.00	0.00	2,359.00
Business Awards Income	1,140.00	0.00	0.00	0.00	1,140.00
Total Event / Program Income	1,140.00	0.00	45,948.99	0.00	47,088.99
Total Income	11,502.50	79,209.29	46,169.39	0.00	136,881.18
Gross Profit	11,502.50	79,209.29	46,169.39	0.00	136,881.18
Expense					
Wages/Benefits					
Wages / Salary	5,541.67	12,583.31	0.00	0.00	18,124.98
Wages / Hourly	0.00	11,268.25	0.00	0.00	11,268.25
Membership Commissions	1,814.28	0.00	0.00	0.00	1,814.28
Event Commissions	0.00	0.00	7,983.82	0.00	7,983.82
Payroll Taxes	608.62	2,067.88	621.70	0.00	3,298.20
Health Insurance	600.00	600.00	0.00	0.00	1,200.00
Worker's Comp Insurance	38.95	18.96	0.00	0.00	57.91
Total Wages/Benefits	8,603.52	26,538.40	8,605.52	0.00	43,747.44
Utilities Expense					
Electric	0.00	464.73	0.00	0.00	464.73

	Chamber	Visitors Center	Events	Unclassified	TOTAL
Gas Expense	0.00	321.50	0.00	0.00	321.50
Water & Sewer	0.00	196.50	0.00	0.00	196.50
Trash Removal	191.39	191.40	0.00	0.00	382.79
Telephone/Internet	187.47	187.50	0.00	0.00	374.97
Total Utilities Expense	378.86	1,361.63	0.00	0.00	1,740.49
Building Expense					
Cleaning & Bathroom Supplies	0.00	162.15	0.00	0.00	162.15
Cleaning Labor	0.00	2,370.00	0.00	0.00	2,370.00
Building Repair/Maint/Decor	670.00	387.68	0.00	0.00	1,057.68
Total Building Expense	670.00	2,919.83	0.00	0.00	3,589.83
Insurance Expense					
Liability Insurance	1,128.63	1,128.63	0.00	0.00	2,257.26
Total Insurance Expense	1,128.63	1,128.63	0.00	0.00	2,257.26
Administration Expense					
Computer Hardware/Software	397.77	88.23	49.98	0.00	535.98
Database Expense	717.00	0.00	0.00	0.00	717.00
Advertising Expense	51.98	468.00	0.00	0.00	519.98
Office Supplies	529.82	825.52	101.71	0.00	1,457.05
Postage Expense					
Domestic Postage Program	0.00	14.00	0.00	0.00	14.00
Info Request Postage	0.00	71.47	0.00	0.00	71.47
Membership Postage	55.50	0.00	0.00	0.00	55.50
Postage Meter Rental/Supplies	6.31	6.32	0.00	0.00	12.63
Postage expense general	-3.03	-37.94	0.00	0.00	-40.97
Postage Permit/PO Box dues	233.76	8.76	0.00	0.00	242.52
Total Postage Expense	292.54	62.61	0.00	0.00	355.15
Paypal / Bank Fees	45.00	45.00	0.00	0.00	90.00
Bookkeeping/Accounting	2,360.13	2,369.68	0.00	0.00	4,729.81
Penalties & Fees (no int)	0.00	0.00	0.00	0.00	0.00
Total Administration Expense	4,394.24	3,859.04	151.69	0.00	8,404.97
Staff/Board Development Expense					
S&B Meals / Entertainment	142.50	142.70	0.00	0.00	285.20
Dues & Subscriptions	374.50	49.50	105.00	0.00	529.00
Education Expense	0.00	161.00	0.00	0.00	161.00
Travel & Conferences	513.67	0.00	0.00	0.00	513.67
Staff/Board Development Expense - Other	0.00	22.52	0.00	0.00	22.52
Total Staff/Board Development Expense	1,030.67	375.72	105.00	0.00	1,511.39
Marketing/Membership Expense					
Membership CC Processing Fees	65.13	0.00	0.00	0.00	65.13
Promotional Materials	140.00	0.00	0.00	0.00	140.00
Seminars and Forums Expense	97.57	0.00	0.00	0.00	97.57
Total Marketing/Membership Expense	302.70	0.00	0.00	0.00	302.70
EVENT/PROGRAM EXPENSE					
General Event Expenses	0.00	0.00	100.00	0.00	100.00
Storage Unit Rent	0.00	0.00	198.00	0.00	198.00
Fat Bike World Champ Expense					
FBWC Marketing	0.00	0.00	51.98	0.00	51.98
FBWC Permits	0.00	0.00	144.42	0.00	144.42
FBWC Rentals	0.00	0.00	30.06	0.00	30.06
Total Fat Bike World Champ Expense	0.00	0.00	226.46	0.00	226.46
Crafted Expense					
Crafted Marketing	0.00	0.00	51.98	0.00	51.98
Total Crafted Expense	0.00	0.00	51.98	0.00	51.98
CB Pedal Paddle Pole					
CB3P Contractors	0.00	0.00	150.00	0.00	150.00
CB3P Marketing	0.00	0.00	1,053.80	0.00	1,053.80
CB3P Permits	0.00	0.00	125.00	0.00	125.00
CB3P Food Costs	0.00	0.00	97.01	0.00	97.01
CB3P Beverage Costs	0.00	0.00	42.53	0.00	42.53
CB3P T-Shirts / Gear	0.00	0.00	247.35	0.00	247.35
CB3P Supplies	0.00	0.00	262.52	0.00	262.52
CB3P Awards	0.00	0.00	800.00	0.00	800.00
CB3P Support Meal/Ent	0.00	0.00	236.90	0.00	236.90
CB3P Transportation	0.00	0.00	22.41	0.00	22.41
CB3P CC Proc Fees	0.00	0.00	6.05	0.00	6.05
CB3P Postage	0.00	0.00	31.09	0.00	31.09
CB3P Donations	0.00	0.00	1,500.00	0.00	1,500.00
Total CB Pedal Paddle Pole	0.00	0.00	4,574.66	0.00	4,574.66
CBBW Expense					
CBBW Contractors	0.00	0.00	350.00	0.00	350.00
CBBW Marketing	0.00	0.00	8,766.33	0.00	8,766.33
CBBW Permits	0.00	0.00	610.00	0.00	610.00
CBBW Security	0.00	0.00	865.00	0.00	865.00
CBBW Rentals	0.00	0.00	840.00	0.00	840.00
CBBW Supplies	0.00	0.00	175.64	0.00	175.64
CBBW Awards	0.00	0.00	3,000.00	0.00	3,000.00

	Chamber	Visitors Center	Events	Unclassified	TOTAL
CBBW Entertainment	0.00	0.00	1,200.00	0.00	1,200.00
CBBW Support Meal/Ent	0.00	0.00	130.72	0.00	130.72
CBBW Donations	0.00	0.00	1,000.00	0.00	1,000.00
Total CBBW Expense	0.00	0.00	16,937.69	0.00	16,937.69
4th of July Expense					
4th of July Marketing	0.00	0.00	599.00	0.00	599.00
4th of July Permits	0.00	0.00	225.00	0.00	225.00
4th of July Rentals	0.00	0.00	1,120.00	0.00	1,120.00
4th of July Entertainment	0.00	0.00	7,500.00	0.00	7,500.00
4th of July Support Meal/Ent	0.00	0.00	467.58	0.00	467.58
4th of July CC Proc Fees	0.00	0.00	35.93	0.00	35.93
4th of July Postage	0.00	0.00	6.70	0.00	6.70
Total 4th of July Expense	0.00	0.00	9,954.21	0.00	9,954.21
Beer & Chili Expense					
Beer & Chili Marketing	0.00	0.00	4,919.95	0.00	4,919.95
Beer & Chili Rental	0.00	0.00	1,080.00	0.00	1,080.00
Beer & Chili Support Meal/Ent	0.00	0.00	35.00	0.00	35.00
Total Beer & Chili Expense	0.00	0.00	6,034.95	0.00	6,034.95
Oh Be Joyful Kayak Race					
OBJ Marketing	0.00	0.00	80.86	0.00	80.86
OBJ Permits	0.00	0.00	235.00	0.00	235.00
OBJ Insurance	0.00	0.00	65.00	0.00	65.00
OBJ Rentals	0.00	0.00	0.00	0.00	0.00
OBJ CC Proc Fees	0.00	0.00	7.28	0.00	7.28
OBJ Donations	0.00	0.00	299.00	0.00	299.00
Total Oh Be Joyful Kayak Race	0.00	0.00	687.14	0.00	687.14
Buisness After Hours Expense	522.80	0.00	0.00	0.00	522.80
Business Awards Expense	4,523.12	0.00	0.00	0.00	4,523.12
Sidewalk Sales Expense	0.00	0.00	322.60	0.00	322.60
Total EVENT/PROGRAM EXPENSE	5,045.92	0.00	39,087.69	0.00	44,133.61
Total Expense	21,554.54	36,183.25	47,949.90	0.00	105,687.69
Net Ordinary Income	-10,052.04	43,026.04	-1,780.51	0.00	31,193.49
Net Income	-10,052.04	43,026.04	-1,780.51	0.00	31,193.49



Staff Report

September 17, 2018

To: Mayor and Town Council

From: Dara MacDonald, Town Manager

Subject: Ordinance 2018-22, An ordinance of the Crested Butte Town Council authorizing execution of the new cable television franchise agreement with Time Warner Cable Pacific West LLC, doing business as Charter Communications

Summary: The Town and Charter Communications are seeking to execute a new franchise agreement under substantially the same terms as the previous agreement.

Previous Council Action: The Town and Charter are operating under an expired franchise agreement. The last agreement had an effective date of March 1, 2004 and a term of eleven (11) years, thus expiring at the end of February 2015. Both the Town and Charter have continued to operate under the terms of the previous agreement since 2015.

Background and Discussion: The Town of Crested Butte has the ability to operate utilities or to choose to enter into franchise agreements that allow other entities to provide utility services within the municipality. Generally franchise agreements allow for a utility such as a cable or electric company to utilize Town rights of way to provide service to customers in exchange for a fee. In this case the fee is 5% of gross revenues as defined in the agreement. There are limitations and expectations in the agreement about how the utility operates with town rights of way. These are spelled out in the agreement.

The proposed agreement is more streamlined than the previous cable franchise agreement. It has been reviewed by staff including public works and the Town Attorney and we are comfortable that the Town is protected under the terms of the draft agreement and that the Town's interests are fulfilled while also allowing the cable company reasonable use of Town rights of way to provide service to customers.

Changes of note:

- 1) Section 8. We are continuing to have some discussions about this section as Charter had proposed inclusion of only 8.1 and 8.2. Rodney Due felt it was important to include Sections 8.3 to 8.10 to clarify roles and responsibilities while Charter is doing work on Town property.

- 2) Section 13. There is a lot less language about public, education and government (“PEG”) channels in this new agreement. While the Town still has the right to create a PEG channel in the future the burden of the cost of establishing such a channel would be borne entirely by the Town.

Otherwise, Town staff feel that the agreement with functionally work the same as the previous agreement.

Legal Implications: The Town should have a current agreement in place for franchises that are operating within the municipality. The Town Attorney has reviewed the agreement and is comfortable with the terms from a legal perspective.

Financial Implications: The Town collects approximately \$10,500 per year from the cable franchise. We expect this to remain consistent under the new agreement.

Recommendation: Staff recommends that the Town Council set Ordinance 22, Series 2018 to a public hearing on October 1, 2018.

Proposed Motion: A Council person should make a motion, “to set Ordinance 22, Series 2018 to a public hearing on October 1, 2018” followed by a second and roll call vote.

ORDINANCE NO. 22

SERIES 2018

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE CABLE TELEVISION FRANCHISE AGREEMENT WITH TIME WARNER CABLE PACIFIC WEST LLC, DOING BUSINESS AS CHARTER COMMUNICATIONS

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

WHEREAS, Article 11.4 of the Crested Butte Home Rule Charter and Section 5-1-40 of Crested Butte Municipal Code (the "**Town Code**") provide that "no franchise shall be granted except by ordinance;"

WHEREAS, the prior Franchise Agreement between the Town and Charter Communications has expired and Charter Communications desires to enter into a new Franchise Agreement with the Town in the form attached hereto as **Exhibit A**;

WHEREAS, the Town Council finds that entering into the new Franchise Agreement would be in the best interest of the health, safety, and general welfare of the residents and visitors of Crested Butte.

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

Section 1. Authorization for Mayor or Town Manager to Execute New Franchise Agreement. The Town Council hereby authorizes the Mayor or the Town Manager to execute the new Franchise Agreement with Charter Communications subject to approval of its terms by the Town Attorney.

Section 2. Repeal of Sections 5-2-05 through 5-2-890 of Town Code. Upon execution of the new Franchise Agreement by the Town and Charter Communications, Sections 5-2-05 through 5-2-890 of the Town Code concerning the Town's prior cable television franchise agreement are repealed in their entirety.

Section 3. Severability. If any section, sentence, clause, phrase, word, or other provision of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases, words, or other provisions of this ordinance, or the validity of this ordinance shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

Section 4. Savings Clause. Except as amended hereby, the Crested Butte Municipal Code, as amended, shall remain valid and in full force and effect. Any provision of any ordinance previously adopted by the Town Council that is in conflict with this ordinance is hereby repealed as of the enforcement date hereof.

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

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

TOWN OF CRESTED BUTTE, COLORADO

By _____
James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

FRANCHISE AGREEMENT

This Franchise Agreement (this “Agreement”) is between the Town of Crested Butte, Colorado, hereinafter referred to as the “Grantor” and Time Warner Cable Pacific West LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the “Grantee.”

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under Applicable Law (as defined below), and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Agreement with the Grantee for the construction and operation of a Cable System (as defined below) on the terms set forth herein; and

WHEREAS, the Grantor and the Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to the renewal of the Franchise granted by this Agreement.

NOW, THEREFORE, the Grantor and the Grantee agree as follows:

SECTION 1 Definition of Terms

1.1 **Terms.** For the purpose of this Agreement the following terms, phrases, words and their derivations shall have the following meanings when used herein with initial capital letters. Other defined terms are set forth throughout this Agreement, and shall have the meanings ascribed herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” means mandatory and “may” means permissive. Words not defined shall be given their common and ordinary meaning.

- A. The following terms shall be defined as set forth in the Section 602 of the Cable Act (47 U.S.C. § 522) -- “Affiliate,” “Cable Operator,” “Cable Service,” “Cable System,” “Channel,” “Franchise” and “Person” -- and “Franchise Fee” shall be as defined in Section 622 of the Cable Act (47 U.S.C. § 542).
- B. “Access” shall mean the availability for noncommercial use by various agencies, institutions, organizations, groups and individuals in the community as determined by the Grantor, including the Grantor and its designees, of the Access Channel as set forth in this Agreement, and as permitted under Applicable Law.
- C. “Access Channel” means a downstream signaling path provided by the Cable System to deliver Access programming to all Subscribers in the Service Area.
- D. “Applicable Law” shall mean any statute, ordinance, judicial decision, executive order or regulation having the force and effect of law, that determines the legal standing of a case or issue, provided, however that any statute, ordinance, order or

regulation that has been preempted by a higher governmental or legal authority, which prior to preemption had the force and effect of law, shall no longer be considered Applicable Law. This definition shall not be considered a waiver of the right of any party to assert the position that a statute, ordinance, order or regulation has not been preempted.

- E. “Council” shall mean the Crested Butte Town Council, the governing body of the Grantor.
- F. “Cable Act” shall mean the Cable Communications Policy Act of 1984, as amended (47 U.S.C. §§ 521, et seq.).
- G. “Designated Access Provider” shall mean the entity or entities designated now or in the future by the Grantor to manage or co-manage the Access Channel and facilities. The Grantor may be a Designated Access Provider.
- H. “FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto.
- I. “Gross Revenue” means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee (or any Affiliate of the Grantee who is a Cable Operator providing Cable Services over the Cable System in the Service Area) from the operation of the Cable System to provide Cable Services in the Service Area, including but not limited to (1) late fees, (2) installation and reconnection fees, (3) upgrade and downgrade fees, (4) converter and remote control rental fees, (5) parental control device rental fees, (6) advertising revenue (less commissions paid to third party agents, but not internal commissions earned by employees of the Grantee or its Affiliates), (7) home shopping commissions, and (8) interactive guides. Notwithstanding the foregoing, “Gross Revenue” shall not include: (i) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, the FCC user fee, Franchise Fee, the Access Capital Grant, or any sales or utility taxes; (ii) unrecovered bad debt; (iii) credits, refunds and deposits paid to Subscribers; and (iv) any exclusions available under Applicable Law.

The parties acknowledge that the Grantee may need to allocate Gross Revenue between Cable Services (which are subject to the Franchise Fee) and non-Cable Services (which are not subject to the Franchise Fee but may be subject to other fees and/or taxes), when these two types of services are bundled together in a discounted package offered to Subscribers. The Grantee shall make such allocation in accordance with generally accepted accounting principles, but in no event shall the Grantee allocate Gross Revenue between Cable Services and non-Cable Services where such services are bundled together in a discounted package offered to Subscribers for the purpose of evading its Franchise Fee obligations under this Agreement.

- J. “Person” shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. “Service Area” shall mean the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means, subject to the exceptions in Section 6.
- L. “Standard Installation” shall mean any Cable Service installation that measures up to 125 feet from the point of connection to the Grantee’s existing Cable System.
- M. “State” shall mean the State of Colorado.
- N. “Street” shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, transportation and public utility easements, rights of way and similar public ways and extensions and additions thereto, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System, subject to this Agreement and Applicable Law.
- O. “Subscriber” shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2 **Grant of Franchise**

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during the term of this Agreement; any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Cable System. This Agreement shall constitute both a right and an obligation to provide the Cable Services required by, and to fulfill the obligations set forth in, the provisions of this Agreement. Nothing in this Franchise shall be construed to prohibit or authorize the Grantee from offering any service over its Cable System that is not prohibited by Applicable Law.

2.2 Term. This Agreement and the rights, privileges and authority hereby granted shall be for an initial term of ten (10) years, commencing on the Effective Date of this Agreement as set forth in Section 15.11.

2.3 Police Powers and Conflicts with Agreement. Notwithstanding any provision to the contrary herein, this Agreement, the Grantor and the Grantee are subject to and shall be governed by Applicable Law, including but not limited to the Cable Act and the Town of Crested Butte Charter and Municipal Code. The Grantee shall at all times during the term of this Agreement be subject to all lawful exercise of the Grantor’s police power, and the Grantor’s right to adopt and enforce generally applicable and non-discriminatory ordinances and regulations necessary to the safety, health, and welfare of the public; provided, however, that such hereinafter enacted ordinances and regulations shall be reasonable and not materially modify the terms of this Agreement. In the event of a conflict between a provision of this Agreement and a provision of Grantor police power reflected in a generally applicable local

ordinance, rule or regulation, local law shall be controlling, provided, however, such local law has not been preempted by any federal or state laws, rules, regulations or orders.

SECTION 3 **Franchise Renewal**

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of this Agreement shall be governed by and comply with the provisions of Section 626 of the Cable Act (47 U.S.C. § 546), or any such successor statute. Notwithstanding anything to the contrary set forth herein, the parties agree that at any time during the term of the then current Agreement, while affording the public adequate notice and opportunity for comment, the parties may agree to undertake and finalize negotiations regarding renewal of the then current Agreement and the Grantor may grant a renewal thereof. The parties consider the terms set forth in this section to be consistent with the express provisions of Section 626 of the Cable Act (47 U.S.C. § 546).

SECTION 4 **Indemnification and Insurance**

4.1 Indemnification.

- A. The Grantee shall indemnify and hold the Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities or judgments for injury to any Person or property to the extent caused by the negligent construction, repair, extension, maintenance, operation or removal of the Grantee's wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System, including any Access Channel.

- B. In addition, if the Grantor is named as a defendant in a complaint, demand, claim or action ("Action") that alleges that the Grantee's actions or omissions or the Cable System was a cause of injury identified in the Action, and subject to subsection 4.1C, the Grantor shall, within ten (10) business days of receipt of such Action, give the Grantee written notice of its obligation to defend the Grantor, and tender the defense thereof to the Grantee. The Grantee shall have the right to defend, settle or compromise such Actions and the Grantor shall cooperate fully with the Grantee in such defense. Notwithstanding the foregoing, if the Grantee believes in good faith that a tendered Action has little or no merit with respect to the Grantee's liability, the Grantee may refuse the defense of such Action, in which case the Grantor will in good faith defend the Action and the Grantee shall cooperate fully with the Grantor in such defense and may participate in such defense at the Grantee's option; provided that if the Grantee is determined to be liable in such Action, the Grantee shall be responsible for indemnifying the Grantor as set forth in subsection 4.1A and reimburse the Grantor for the prorata (with respect to any other claims made in the same Action, if any) attorney fees and other costs incurred

by the Grantor associated with the defense. If the Grantor believes that any such Action should be settled or compromised in any manner that will result in liability or other obligation for or restraint on the Grantee under this Agreement or otherwise, such settlement or compromise shall only be done with the prior written consent of the Grantee.

- C. Notwithstanding subsection 4.1B, if the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor.
- D. The indemnification obligations of the Grantee set forth in this Agreement are not limited in any way by the amount or type of damages or compensation payable by or for the Grantee under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Agreement or the terms, applicability or limitations of any insurance held by the Grantee, provided, however, that the Grantee's obligations to indemnify pursuant to this section shall be reduced by any amounts paid by any third parties directly or indirectly to the indemnified parties related to the same claims, including insurance proceeds.

4.2 Insurance.

- A. The Grantee shall maintain throughout the term of this Agreement insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Limit (C.S.L.) \$2,000,000 General Aggregate
Auto Liability including coverage on all occurrence C.S.L. owned, non-owned hired autos	\$1,000,000 per
Umbrella Liability	\$1,000,000 per occurrence C.S.L.

- B. The Grantor shall be added as an additional insured, arising out of work performed by the Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverages.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

4.3 Performance Bond. Except as expressly provided herein or as required by a generally Applicable Law, the Grantee shall not be required to obtain or maintain a bond, letter of credit or other surety as a condition of this Agreement. The Grantor acknowledges that the legal, technical and financial qualifications of the Grantee are sufficient as of the Effective Date to afford compliance with the terms of this Agreement and the enforcement thereof. The Grantee and the Grantor recognize that the costs associated with bonds, letters of credit and other surety may

ultimately be borne by Subscribers in the form of increased rates for Cable Service. In order to minimize such costs, the Grantor agrees to only require a performance bond if there is a change in the Grantee's legal, financial or technical qualifications that would materially impair or prohibit its ability to comply with the terms of this Agreement. The Grantor further agrees that in no event shall it require a performance bond in an amount greater than twelve thousand five hundred dollars (\$12,500). In the event that a performance bond is required in the future, the Grantor agrees to give the Grantee at least sixty (60) days' prior written notice thereof stating the exact reason for the requirement. The performance bond may only be drawn upon by the Grantee in the event, following any notice and opportunity to cure periods provided in this Agreement or under Applicable Law:

- A. The Grantee fails to pay the Grantor any amounts due under the terms of this Agreement;
- B. The Grantee fails to reimburse costs borne by the Grantor to correct violations of this Agreement not corrected by the Grantee; or
- C. The Grantee fails to pay any monetary remedies or damages assessed by a court of law against the Grantee and awarded to Grantor for a violation of this Agreement.

The Grantor shall give the Grantee written notice of any withdrawal under this Section 4.3 at the time of such withdrawal.

SECTION 5 **Service Obligations**

5.1 No Discrimination. The Grantee shall not deny Cable Service, deny access to Cable Service, or otherwise discriminate against Subscribers, Access Channel users, or general citizens on the basis of race, color, religion, national origin, age, sex or sexual orientation. The Grantee shall comply at all times with all Applicable Laws relating to nondiscrimination. Subject to Section 6 and the Grantee's rights under Section 625 of the Cable Act (47 U.S.C. § 545), all residential structures in the Service Area shall have the same availability of Cable Services from the Grantee's Cable System under non-discriminatory rates, terms and conditions.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Section 631 of the Cable Act (47 U.S.C. § 551).

SECTION 6 **Service Availability**

6.1 Service Area. The Grantee shall continue to provide Cable Service to all residences within the Service Area where the Grantee offers Cable Service as of the Effective Date. Upon receipt of a request for Cable Service from a potential residential Subscriber(s) in an unserved portion of the Service Area, and a written commitment from such Subscriber(s) (or payment in advance if required by the Grantee) to pay any applicable non-Standard Installation charges associated with providing Cable Service (if applicable), the Grantee shall extend the Cable System to the Street in front of such residence(s), provided that the average density is equal to or greater than thirty (30) residences per linear strand mile of cable as measured from the Grantee's closest technologically feasible tie-in point to its trunk line or distribution cable that is actively delivering Cable Service as of the date of such request for Cable Service.

6.2 Subscriber Charges for Extensions of the Cable System. No potential Subscriber shall

be refused Cable Service arbitrarily. However, if an area does not meet the density requirements of Section 6.1 above, the Grantee shall only be required to extend the Cable System to the Street in that area if the potential Subscribers are willing to pay the capital costs of extending the Cable System and any applicable non-Standard Installation charges associated with providing Cable Service. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard or non-Standard Installation charges to extend the Cable System from the tap to the residence. Such cost estimates shall be submitted to and accepted by the potential Subscriber(s) in writing before any Cable System extension or installation is required. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any annexed area which is not contiguous to the present Service Area of the Grantee, if the Grantee does not, at the time of annexation, have the legal authority to locate its Cable System in the areas necessary to reach such annexed parts of the Service Area. At such time as the Grantee has the legal authority to access the newly annexed areas, Cable Service shall be made available in accordance with the density requirements of this Section 6.2.

6.3 Limitations. Nothing herein shall require the Grantee to provide Cable Service to any Person who fails to abide by the Grantee's terms and conditions of Cable Service. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions where applicable, to the extent permitted under Applicable Law. The Grantor acknowledges that the Grantee cannot control the dissemination of particular Cable Services beyond the point of demarcation at a multiple dwelling unit. Cable Service offered to Subscribers pursuant to this Agreement shall be conditioned upon the Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

6.4 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner make reasonable efforts to give the Grantee at least thirty (30) but at no time less than five (5), business days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for the Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at the Grantee's expense. The Grantee shall also provide specifications as needed for trenching. Costs of trenching and dedication of Streets required to bring service to the development shall be borne by the developer or property owner; except that if the Grantee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the five (5) day period, the cost of new trenching is to be borne by the Grantee.

6.5 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its Affiliates. Such annexed area will be subject to the provisions of this Agreement upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Sections 6.1 and 6.2 above. The Grantor shall also notify the Grantee in writing of all new street address assignments or changes within the Service Area. The Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor the Franchise Fees on Gross Revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow the Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, the Grantee shall pay

the Franchise Fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.5 with a copy to the Director of Government Affairs. In any audit of the Franchise Fees due under this Agreement, the Grantee shall not be liable for the Franchise Fees on annexed areas unless and until the Grantee has received notification and information that meets the standards set forth in this section.

6.6 Service connections to schools and Town facilities.

- A. Cable service. Upon 30 days written request, Grantee will provide, at its expense, cable drops and basic service and expanded basic service to each presently existing elementary and secondary public school, fire station, police station, library and certain Town facilities (which Town facilities are specifically listed in Exhibit A to the ordinance codified herein which exhibit is incorporated herein by reference), and to not more than three (3) future locations for each of the foregoing, within the geographical limits of the Town. Such locations must be within one hundred fifty (150) feet of the Grantee's distribution plant, in the case of existing facilities, those locations which are already served by the Grantee. The Grantee will bring its cable drops to a specified exterior demarcation point mutually agreed upon by the Grantee and such location. Outlets of basic service and expanded basic service provided in accordance with this Section may be used to distribute cable services throughout such buildings, provided such distribution can be accomplished without causing cable system disruption and general technical standards are maintained.

SECTION 7

Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with Applicable Law.

7.2 Construction Standards and Requirements. All portions of the Grantee's Cable System located in the Streets shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in Part 76, Subpart K of the FCC's rules and regulations as may be amended from time to time, regardless of the transmission technology utilized.

7.5 Performance Monitoring.

- A. The Grantee shall, at the Grantee's sole expense, test the Cable System consistent with the FCC regulations and all other tests, as required by generally Applicable Law, reasonably necessary to determine compliance with technical standards adopted by the FCC at any time during the term of this Agreement.

- B. The Grantee shall maintain written records of all results of its Cable System tests, performed by or for the Grantee, for the period required by the FCC. Copies of such test results will be provided to the Grantor upon request.
- C. As of the Effective Date, the FCC semi-annual testing is conducted in January/February and July/August of each year. If the Grantor contacts the Grantee at least sixty (60) days prior to the next FCC semi-annual test period (i.e., before November 1 and May 1 respectively of each year), the Grantee shall provide the Grantor with no less than thirty (30) days prior written notice of the actual date(s) for FCC compliance testing, and representatives of the Grantor may witness such technical performance tests; provided, however, that such representatives shall not interfere with the testing. If the required FCC testing periods are changed during the term of this Agreement, the parties shall negotiate in good faith to amend the dates in this subsection to achieve the same result with respect to the parties' respective notice obligations.
- D. The Grantee will comply with industry standards with respect to testing drops and related passive equipment during installations to assure that the drop and passive equipment can pass the full Cable System capacity.
- E. The results of any tests required to be filed by the Grantee with the FCC shall upon request of the Grantor also be filed with the Grantor within ten (10) days of such request.

7.6 Emergency Use. The Grantee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and State Applicable Law, including all testing requirements. If such requirements include the Grantor's activation of the EAS, then the Grantor shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Grantor's use of the EAS is subject to a heightened standard of care given the purpose of the EAS and as such, the Grantor shall exercise all necessary attention, caution and prudence to ensure that the EAS is only used properly, lawfully and as required to alert citizens of emergencies.

SECTION 8 **Conditions on Street Occupancy**

8.1 General Conditions. The Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible and when granted permission by the owners of such facilities for commercially reasonable rates, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property without obtaining all legally required permits of the Grantor.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those portions of the Service Area where telephone and electric utility services are both already underground or being placed underground at the time of Cable System construction, and in accordance with Applicable Law. All underground transmission lines shall be placed at a minimum of 12 inches in depth. In areas where either telephone or electric utility facilities are installed aerially at the time of Cable System construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are placed underground by the facilities owner, the Grantee shall likewise place its facilities underground. In

the event that any telephone or electric utilities are reimbursed by the Grantor or any agency thereof for the placement of cable underground or the movement of cable, the Grantee shall be reimbursed upon the same terms and conditions as any telephone, electric or other utilities; provided however that nothing herein shall require reimbursement to the Grantee or shall affect the Grantee's undergrounding obligation if the funds which are utilized for the reimbursement of other entities are restricted and preclude reimbursement to the Grantee.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Work of Contractors or Subcontractors. The Grantee's contractors and subcontractors shall be licensed and bonded in accordance with the Town's regulations and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by the Grantee. The Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by it, and shall ensure that all such work is performed in compliance with this Agreement and applicable law, and shall be jointly and severally liable for all damages and correcting all damage caused by them. It is the Grantee's responsibility to ensure that contractors, subcontractors or other persons performing work on the Grantee's behalf are familiar with the requirements of this Agreement and applicable laws governing the work performed by them.

8.7 Relocation of Grantee Facilities. Grantee shall relocate any facility within the Town that is reasonably necessary in order to facilitate a change in street grade, water main, wastewater, storm water or other Town public works project. Prior to the commencement of work on any such public works project, the Town shall confer with the Grantee in order to design such public work in a manner to, as far as practicable, avoid the necessity for relocation of Grantee's distribution lines and/or equipment. Grantee shall not be responsible for any removal, relaying or relocation costs required solely for aesthetic reasons or which are not supported by reasonable engineering standards and practices. Grantee shall only be required to remove, relay or relocate any specific portion of its underground or overhead distribution lines or equipment, at Grantee's expense, only once. If the Town requests removal, relaying or relocation of the same distribution lines and/or equipment a second time during the term of this franchise, the Town shall bear the entire cost of each removal, relaying or relocation. Relocation of underground facilities shall be underground. Relocation of aboveground facilities shall be above ground unless the Town agrees

to pay the additional cost of undergrounding the facilities and only when such undergoing is supported by engineering standards and practices.

8.6 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance. Grantee shall not be responsible to replace landscaping in Streets.

8.7 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.8 Consultation with Town Regarding Construction and Design. Prior to construction of any transmission lines, pedestals, or similar structure within the Town, Grantee shall provide the Town with at least a 30 day written notice of its intent to construct and shall furnish to the Town a copy of the plans for such facilities. Upon reasonable notice from the Town, Grantee agrees to meet with the Town prior to construction of such facilities to discuss the perceived impacts such construction may have and to pursue the possible mitigation of those impacts. Any buildings or similar structures shall be subject to approval by the Board of Zoning and Architectural Review (“BOZAR”).

8.9 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.10 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, “reasonable advance written notice” shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

SECTION 9 **Customer Service and Rates**

9.1 Customer Service Standards and Consumer Protection. The Grantee shall comply with the Customer Service Standards promulgated by the Federal Communications Commission, as may be amended from time to time. The Grantee shall furnish such information, as reasonably requested by the Grantor, to enable the Grantor to evaluate compliance with the customer service standards in effect at a given time. Upon request, the Grantee will provide Grantor with a copy (or information necessary to access the document electronically) of the form of Subscriber terms of service then in effect. The Grantor reserves all rights under Applicable Law to adopt additional customer service standards that purport to apply to the Grantee, and the Grantee reserves all rights to challenge any such customer service standard that it believes is inconsistent with its contractual rights under this Agreement or Applicable Law, and all rights pursuant to Applicable Law to pass through the costs of complying with any such customer service standard to Subscribers.

- A. Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received at any time.
- B. Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. The Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, or changes in programming services or Channel positions provided the change is within the control of the Grantee. Grantee shall endeavor to provide advance written notice to Grantor prior to changes in Channel positions that are not within its control, and in any event, shall provide such written notice to Grantor no later than thirty (30) days after such change in Channel positions have been made effective.
- C. Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to the Grantee's rights under Section 15.1 of this Agreement.

9.2 Rate Regulation. Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC or other Applicable Law.

SECTION 10 **Franchise Fee**

10.1 Amount of Fee. The Grantee shall pay to the Grantor an annual Franchise Fee in an amount equal to five percent (5%) of the annual Gross Revenue. Such payment shall be in addition to taxes of general applicability owed to the Grantor by the Grantee that are not included as franchise fees

under federal law. Franchise Fees may but are not required to be passed through to Subscribers as a line item on Subscriber bills or otherwise as the Grantee chooses, consistent with Applicable Law. The Grantee shall not deduct from the Franchise Fee any items listed under Section 622(g)(2) of the Cable Act (47 U.S.C. 542(g)(2)). The Grantee reserves its right to offset from the Franchise Fee any payment made to the Grantor if permitted by Applicable Law and the Grantor reserves its right to challenge the legality of any such offset.

10.2 Payment of Fee. Payment of the Franchise Fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter, and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the Franchise Fees that are to be paid to the Grantor pursuant to this Agreement shall commence sixty (60) days after the Effective Date of this Agreement as set forth in Section 15.10. If any Franchise Fee payment or recomputed payment is not made on or before the dates specified herein, the Grantee shall pay an interest charge, computed from the last day of the fiscal year in which such payment was due, at the annual rate equal to the lowest of (A) the maximum rate permitted under State Applicable Law, (B) eight percent (8%) or (C) that established by the State Bank Commissioner pursuant to C.R.S. 39-21-110.5 in effect as of the due date (which is the prime rate

of interest as reported by the Wall Street Journal on July 1st of the previous calendar year, plus three percent (3%), rounded to the nearest full percent). Upon receipt of a written request from the Grantor, the Grantee shall provide the Grantor a report showing the basis of any such Franchise Fee payment, including the applicable Gross Revenue.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a Franchise Fee under this Agreement.

10.4 Limitation on Recovery. The period of limitation for recovery of any Franchise Fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

10.5 Review. All amounts paid by the Grantee to the Grantor under this Agreement and all records reasonably related to the administration or enforcement of this Agreement shall be subject to review and if justified, re-computation by the Grantor upon thirty (30) days written notice to Grantee. The Grantor shall specifically have the right to review relevant data related to the allocation of revenue to Cable Services in the event Grantee offers Cable Services bundled with non-Cable Services. For purposes of this section, “relevant data” shall include, at a minimum, Grantee’s records, produced and maintained in the ordinary course of business, showing the subscriber counts per package and the revenue allocation per package for each package that was available for Grantor subscribers during the review period. To the extent that the Grantor does not believe that the relevant data supplied is sufficient for the Grantor to complete its audit/review, the Grantor may require other relevant data. For purposes of this Section 10.5, the “other relevant data” shall generally mean all: (1) billing reports, (2) financial reports (such as general ledgers) and (3) sample customer bills used by Grantee to determine Gross Revenue for the Service Area that would allow the City to re-compute the Gross Revenue determination.

If such review indicates an aggregate, undisputed underpayment of Franchise Fees or Access Capital Fees of five percent (5%) or more, then the Grantee will reimburse the cost of such review up to a maximum of five thousand dollars (\$5,000); provided, however, that such review will be conducted no more frequently than once every three (3) years. If there is a dispute regarding a claimed underpayment, that if accurate, would result in an underpayment of Franchise Fees or Access Capital Fees of five percent (5%) or more, and if the dispute is ultimately resolved in favor of the Grantor, then at the time of such resolution, the Grantee will reimburse the cost of such review up to a maximum of five thousand dollars (\$5,000).

SECTION 11 **Transfer of Franchise**

11.1 Franchise Transfer or Change of Control. This Agreement shall not be assigned, sold, or transferred other than by operation of law or to an Affiliate of the Grantee, nor shall control of the Agreement or of the Grantee be assumed by another party who is not an Affiliate of the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. The word “control” as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Agreement or Cable System to secure indebtedness.

11.2 Notification and Application to Grantor. In accordance with federal law, the Grantee and the transferee shall make a written request of the Grantor for its consent to any actual or proposed (a) assignment, sale or transfer of this Agreement other than by operation of law or to an Affiliate of

the Grantee, or (b) change of control of this Agreement or of the Grantee to another party who is not an Affiliate of the Grantee. Such request shall be accompanied by all information required by federal law. Within thirty (30) days of receiving such a request, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee or any other information permitted by federal law. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given, unless the Grantor and the Grantee have agreed to an extension of time.

SECTION 12 **Records, Reports and Maps**

12.1 Reports Required. The Grantee's schedule of charges for regular Subscriber service, its policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Grantor upon request.

12.2 Records Required. The Grantee shall at all times maintain:

- A. A record of all written complaints received regarding interruptions or degradation of Cable Service, which record shall be maintained for one (1) year.
- B. A full and complete set of plans, records and strand maps showing the location of the Cable System.
- C. All financial and accounting records necessary to demonstrate compliance with this Agreement, including, without limitation, all records necessary to conduct the Franchise Fee and financial review described in Section 10.5.

12.3 Inspection of Records. The Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any of the Grantee's records maintained by the Grantee as is reasonably necessary to ensure the Grantee's compliance with this Agreement. Such notice shall specifically reference the subsection of the Agreement that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for compliance purposes longer than three (3) years, except for service complaints, which shall be kept for one (1) year as specified above. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act (47 U.S.C. § 551). The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent the Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Agreement, or for any other reason, it shall advise the Grantee in advance so that the Grantee may take appropriate steps to protect its interests. If the Grantee requests that the Grantor continue to oppose such release, then until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of the Grantee's books and records marked confidential, as set forth above, to any Person, and the Grantee shall reimburse the Grantor for all reasonable costs and attorneys' fees incurred in any legal proceedings related to same. If the Grantee does not request that the Grantor oppose such release, then the Grantor shall make an independent judgment with respect to such release, and the Grantee shall not be liable for any costs related to same.

SECTION 13

Access

13.1 Access Channel. Upon prior written notice to Grantee, but not less than 180 days, Grantor may request the use of one Channel on the Cable System for use by the Grantor for non-commercial, video programming for public, education and government (“PEG”) access programming. The PEG Channel may be placed on any tier of service available to Subscribers. Grantor, or its designee shall be responsible for providing any necessary production or playback equipment and shall be responsible for securing and supervising any trained/qualified personnel who conduct the operation of the PEG channel.

13.2 Indemnification and Restrictions. The Grantor shall indemnify, save and hold harmless the Grantee from and against any and all liability resulting from the Grantor’s use of the aforementioned PEG channel whether Grantor operates the PEG channel from Grantor’s facilities or a third party’s facilities. Grantee shall not be responsible for operating and managing the PEG channel including approving any PEG programming and/ Grantor reserves the right to permit a third party to operate and manage the PEG channel on the Grantor’s behalf or for obtaining releases from programmers for any PEG programming. The PEG channel shall not be used for commercial purposes, including but not limited to advertising or leased access. Grantor agrees to notify any Person using PEG channels of these non-commercial use requirements, but shall not be responsible for any individual’s exercise of free speech.

SECTION 14

Enforcement or Revocation

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of this Agreement, the Grantor shall first informally discuss the matter with the Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the “Violation Notice”).

14.2 Grantee’s Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (A) respond to the Grantor, contesting the assertion of noncompliance, (B) to cure such default, or (C) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed. If (i) the Grantee fails to respond to the Violation Notice received from the Grantor, (ii) the Grantee responds to the Grantor, contesting the assertion of the noncompliance, but the Grantor disagrees with the Grantee’s response, or (iii) if the default is not remedied within the thirty (30) day cure period set forth above, the Grantor may pursue any remedies available to it under Applicable Law; provided, that the Grantor shall not conduct an administrative proceeding or hearing. The Grantee reserves all legal and equitable rights under Applicable Law to challenge or appeal any action by the Grantor with respect to an alleged violation of this Agreement.

14.3 Alternative Remedies. No provision of this Agreement shall be deemed to bar the right of the Grantor to seek or obtain judicial relief from a violation of any provision of this Agreement or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Agreement nor the exercise thereof shall be deemed to bar or otherwise limit the right of the Grantor to recover monetary damages for such violations by the

Grantee, or to seek and obtain judicial enforcement of the Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

SECTION 15 **Miscellaneous Provisions**

15.1 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which the Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.2 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fines, forfeitures or revocation of this Agreement for violations of this Agreement where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.3 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.4 Equal Protection. No Cable Operator shall be permitted to locate a Cable System in the Streets in order to provide Cable Service in the Service Area without a Franchise. The Grantee acknowledges and agrees that the Grantor reserves the right to grant one (1) or more additional Franchises or other similar lawful authorization to utilize the Streets to provide Cable Services within the Service Area. If the Grantor grants such an additional Franchise or other similar lawful authorization containing material terms and conditions that differ from the Grantee's material obligations under this Agreement, then the Grantor agrees that the obligations in this Agreement will, pursuant to the process set forth in this section, be amended to include any material terms or conditions that it imposes upon the new entrant, or provide relief from existing material terms or conditions, so as to insure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: the Franchise Fee; Gross Revenue definition; insurance; Cable System build-out requirements; security instruments; the Access Channel and the Access Capital Grant; customer service standards; required reports and related record keeping; level playing field (or its equivalent); audits; dispute resolution; remedies; and notice and opportunity to cure breaches. The parties agree that this provision shall not require word for word identical Franchise provisions so long as the regulatory and financial burdens on each entity are materially equivalent.

- A. The modification process of this Agreement as provided for in this section shall only be initiated by written notice by the Grantee to the Grantor regarding specified obligations. The Grantee's notice shall address the following: (1) identifying the specific terms or conditions in the competitive Franchise which are materially different from the Grantee's obligations under this Agreement; (2) identifying the Agreement terms and conditions for which the Grantee is seeking amendments; (3)

providing text for any proposed Agreement amendments to the Grantor, with a written explanation of why the proposed amendments are necessary and consistent.

- B. Upon receipt of the Grantee's written notice as provided in subsection 15.4A, the Grantor and the Grantee agree that they will use best efforts in good faith to negotiate the Grantee's proposed Agreement modifications, and that such negotiation will proceed and conclude within a ninety (90) day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the Grantor and the Grantee reach agreement on the Agreement modifications pursuant to such negotiations, then the Grantor shall amend this Agreement to include the modifications.
- C. If the parties fail to reach agreement in the negotiations as provided for in subsection 15.4B, the Grantee may, at its option, elect to replace this Agreement by opting into the Franchise or other similar lawful authorization to use the Streets in order to provide Cable Service that the Grantor grants to another provider of Cable Services, so as to ensure that the regulatory and financial burdens on each entity are equivalent. If the Grantee so elects, the Grantor shall immediately commence proceedings to replace this Agreement with the Franchise issued to the other Cable Services provider.
- D. Nothing in this section shall be deemed a waiver of any remedies available to the Grantee under Applicable Law, including but not limited to Section 625 of the Cable Act (47 U.S.C. § 545).
- E. Should the Grantee seek an amendment to this Agreement or a replacement Franchise pursuant to this section, while the parties shall pursue the adoption of such amendments or replacement Franchise pursuant to subsections 15.4A through D, any such amendments or replacement Franchise shall not become effective unless and until the new entrant makes Cable Services available for purchase by Subscribers or customers under its agreement with the Grantor.
- F. **15.5 Notices.** Unless otherwise provided by Applicable Law, all notices, reports or demands pursuant to this Agreement shall be in writing and shall be deemed to be sufficiently given upon delivery to the Persons at the respective addresses set forth below by hand delivery, by U.S. certified mail, return receipt requested, or by nationally or internationally recognized courier service such as Federal Express. The Grantee shall provide thirty (30) days' written notice of any changes in rates, programming services or Channel positions using any reasonable written means, including e-mail. Either party may notify the other from time to time of the email address at which that party wishes to received notices electronically.

If to Grantor: Town of Crested Butte
 Attn: Dara MacDonald
 Town Manager
 P. O. Box 39

507 Maroon Ave.
Crested Butte, CO 81224

If to Grantee: Time Warner Cable Pacific West LLC
locally known as Charter Communications
Attn: Government Affairs
6399 S. Fiddler's Green Circle, Sixth Floor
Greenwood Village, CO 80111

With a copy to:

Charter Communications
Attn: Vice President of Government Affairs
12405 Powerscourt Drive
St. Louis, MO 63131

15.6 Public Notice. Minimum public notice of (A) any public hearings relating to this Agreement or (B) any grant of a Franchise by the Grantor to any other Person(s) to provide Cable Services utilizing any system or technology requiring use of the Streets, shall be as provided by Applicable Law unless a longer period is otherwise specifically set forth in this Agreement. Grantor shall utilize best efforts to provide written notice to the Grantee within thirty (30) days of Grantor's receipt from any other Person(s) of an application or request for a Franchise(s) to provide Cable Services utilizing any system or technology requiring use of the Streets. Notwithstanding the foregoing, it shall not be a violation of the Grantor's obligations under this Franchise if a failure to provide such notice is unintentional.

15.7 Reservation of Rights. Each party reserves its rights to enforce provisions of Applicable Law to the rights, duties and obligations of this Franchise, as they may change in the future. Further, each party reserves its rights to challenge the applicability to any future changes in the law to the rights, duties and obligations of this Franchise.

15.8 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Agreement is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Agreement.

15.9 Entire Agreement. This Agreement and any Exhibits hereto constitute the entire agreement between the Grantee and the Grantor and supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.10 Administration of Franchise. This Agreement is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Agreement must be made in writing, signed by the Grantor and the Grantee.

15.11 Effective Date. This Agreement will take effect and be in full force from such date of acceptance by the Grantee recorded on the signature page of this Agreement (the "Effective Date").

15.12 Publication Costs: This Agreement shall be published in accordance with Applicable Law. The Grantee shall reimburse the Grantor for all costs incurred in publishing this Agreement and any notices or ordinances in connection with its adoption if such publication is required by Applicable Law.

15.13 Venue and Jurisdiction. The parties agree that any action arising out of this Agreement will be brought in the district court of Gunnison County or federal courts located in the State of Colorado, irrevocably submit to the exclusive jurisdiction of any such court and waive any objection that such party may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agree not to plead or claim the same.

Considered and approved this ____ day of _____, 2017.

GRANTOR:

Town of Crested Butte, Colorado

Signature: _____

Print Name: _____

Title: _____

Accepted this ____ day of _____, 2018, subject to Applicable Law.

GRANTEE:

Time Warner Cable Pacific West LLC
By: Charter Communications, Inc., its Manager

Signature: _____

Print Name: _____

Title: _____

EXHIBIT A

Town Hall – 507 Maroon Ave.

Town Marshal’s Office – 507 Maroon Ave.

308 Building – 308 Third Street

Nordic Center – 620 Second Street



Staff Report

13 September 2018

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Chief Marshal Michael Reily
Subject: Adoption of the “Idaho Stop” to the Model Traffic Code

Summary:

Adoption of an ordinance amending chapter 8, article 1 of the Crested Butte Municipal Code to include Regulations for Operation of bicycles and electrical assisted bicycles approaching intersections; known colloquially as an Idaho Stop.

Background:

On May 3, 2018 Governor Hickenlooper signed SB18-144 concerning the regulation of bicycles approaching intersections. A summary of the law from the legislative website is as follows:

“The law permits a municipality or county to adopt a local ordinance or resolution regulating the operation of bicycles approaching intersections with stop signs or illuminated red traffic control signals. The ordinance shall not, however, apply to any portion of the state highway system. Under a local regulation, a bicyclist approaching a stop sign must slow to a reasonable speed and, when safe to do so, may proceed through the intersection without stopping. A bicyclist approaching an illuminated red traffic control signal must stop at the intersection and, when safe to do so, may proceed through the intersection. The bill sets the reasonable speed limit at 15 miles per hour. However, a municipality or county may lower the reasonable speed to 10 miles per hour or raise the limit to 20 miles per hour at any individual intersection. If the local government sets a lower or higher reasonable speed limit, the local government must post signage indicating that speed limit at the intersection. If the municipality or county adopts an ordinance or resolution pursuant to the act, it must be consistent with the act. An ordinance adopted before the effective date of the act that similarly regulates bicycles remains valid.

Discussion/Recommendation:

The argument can be made that many local cyclists already perform the Idaho Stop at intersections throughout town; and do it many times a day without repercussion. Those cyclists are neither ticketed (probably warned by local law enforcement) nor get into a collision. This argument is probably valid enough times in one day to allow for the adoption of the Idaho Stop provision. However, as you are now considering adopting this ordinance for our municipality other municipalities throughout the area may, or may not, adopt the provision. This uncertainty as

to whether the law is, or is not, in place will add to confusion from local and visitor cyclists and motor vehicles as to whether the exception is in place from town to town.

One key element of the law change that seems to be lost in translation is the requirement for a cyclist who is yielding at a stop sign or stopping at a stoplight to ride reasonably for the conditions and yield right of way. This lesson will be particularly lost on younger riders who have now added yet another option to their decision making process at a stop sign/light. The increased potential for collisions between cyclists and larger motor vehicles who do, or assume they, have right of way is potentially disastrous. As someone who has tended to many injured or deceased cyclists and, as one chief of public safety, I find the confusion this law presents for both cyclists and drivers makes the adoption of this ordinance concerning.

As an old school cyclist and one of the first IPMBA Police Mountain Bike Instructors (#95) I trained all of my officers that *“bicyclists fare best when they act, and are treated in return, as drivers of vehicles, with the same rights and responsibilities that motorists have”* (John Forester’s *Effective Cycling*). The Idaho Stop law and the local habit of running stop signs is contrary to everything I have been taught, and taught others. For the obvious safety implications, I cannot give my full throated endorsement to encouraging cyclists to ride contrary to their interests. My conversations with the Crested Butte EMS/Fire Chief resulted in a similar reluctance to endorse the Idaho Stop option.

Recommendation: Staff recommends that the Town Council not proceed with setting a public hearing and adoption of Ordinance 23, Series 2018.

Proposed Motion: A Council person should make a motion, “to not proceed with the public hearing and adoption of Ordinance 23, Series 2018.

ORDINANCE NO. 23

SERIES 2018

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AMENDING CHAPTER 8, ARTICLE 1 OF THE CRESTED BUTTE MUNICIPAL CODE TO INCLUDE REGULATIONS FOR OPERATION OF BICYCLES AND ELECTRICAL ASSISTED BICYCLES APPROACHING INTERSECTIONS

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

WHEREAS, Chapter 8, Article 1 of the Crested Butte Municipal Code (the "Town Code") contains regulations adopted by the Town Council that govern, among other things, the operation of bicycles and electrical assisted bicycles in Town according to the Model Traffic Code;

WHEREAS, Senate Bill 18-144 was enacted by the General Assembly of the State of Colorado and signed by the Governor on May 3, 2018 to allow local governments to adopt alternative regulations of bicycles and electrical assisted bicycles approaching intersections within the Town;

WHEREAS, the Town Council finds that certain amendments to Chapter 8, Article 1 of the Town Code to allow alternative regulations of bicycles and electrical assisted bicycles approaching intersections in Town would be in the best interest of the health, safety, and general welfare of the residents and visitors of Crested Butte and, therefore is appropriate for adoption.

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

Section 1. **Amendment of Chapter 8, Article 1 to add a new Section 8-1-70.** Chapter 8, Article 1 of the Town Code is hereby amended to add a new Section that shall read as follows:

Sec. 8-1-70. Regulation of Bicycles and Electrical Assisted Bicycles Approaching Intersections.

- (a) A person riding a bicycle or electrical assisted bicycle (as defined in C.R.S. Section 42-1-102(28.5) and approaching an intersection of a roadway with a stop sign shall slow down and, if required for safety, stop before entering the intersection. If a stop is not required for safety, the person shall slow to a reasonable speed and yield the right-of-way to any traffic or pedestrian in or approaching the intersection. After the person has slowed to a reasonable speed and yielded the right-of-way required, the person may cautiously make a turn or proceed through the intersection without stopping.
- (b) For purposes of subsection (a), a reasonable speed is fifteen miles per hour or less.

- (c) A person riding a bicycle or electrical assisted bicycle and approaching an intersection of a roadway with an illuminated red traffic signal shall stop before entering the intersection and shall yield to all other traffic and pedestrians. Once that person has yielded, the person may cautiously proceed in the same direction through the intersection or make a right-hand turn. When a red traffic control signal is illuminated, a person shall not proceed through an intersection or turn right if an oncoming vehicle is turning or preparing to turn left in front of the person.
- (d) A person riding a bicycle or electrical assisted bicycle approaching an intersection of a roadway with an illuminated red traffic control may make a left-hand turn only if turning onto a one-way street and only after stopping and yielding to other traffic and pedestrians. However, a person shall not turn left if a vehicle is traveling in the same direction as the person and the vehicle is turning or preparing to turn left. If the person is not turning left onto a one-way street, the person shall not make a left-hand turn at an intersection while a red traffic control signal is illuminated.

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 Council that is in conflict with this ordinance is hereby repealed as of the enforcement date hereof.

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

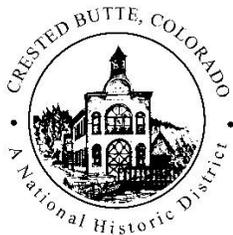
ADOPTED BY THE TOWN COUNCIL, UPON SECOND READING IN PUBLIC HEARING THIS __ DAY OF _____, 2018.

TOWN OF CRESTED BUTTE, COLORADO

By _____
James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk



Staff Report
September 17, 2018

To: Mayor Schmidt and Town Council

From: Bob Nevins, Town Planner

Thru: Michael Yerman, Community Development Director

Subject: **Red Lady Estates Condominiums Map and Text Amendments-To Vacate and Relocate a 15-Foot Wide Public Access Easement**

1.0 Purpose: To consider Map and Text Amendments submitted by the Town of Crested Butte as Declarant of Red Lady Estates Condominiums Homeowners' Association for the purpose of: 1) vacating a fifteen (15) feet wide public access easement as shown the Condominiums Plat and relocating the public access onto the adjoining Town-Bench property; and 2) deleting and restating Section 12.4 Public Access Easement of the Condominiums Declaration.

2.0 Article 23 Amendments: Pursuant to Municipal Code Section 16-23-20, any person or group of persons may initiate an amendment, supplement, change, modification or repeal of Chapter 16 Zoning. Such proposals shall be referred to Town Council for consideration and approval, approval with conditions or denial.

Town of Crested Butte is the Declarant according to the Declaration Establishing Red Lady Estates Condominiums. Pursuant to Section 15.1 Special Declarant Rights, *"The Declarant and specifically reserves the right to exercise in any order all Development Rights and Special Declarant Rights as set forth in the Colorado Common Interest Ownership Act (CCIOA) and this Declaration for the maximum time limit allowed by law, or for twenty (20) years following the recording hereof, whichever occurs first, including without limitation, the following:*

(d) The right, without consent of any Owner or mortgagee or lienholder being required at any time and from time to time to amend the Map to: (i) insure that the language and all particulars that are used on the Map and contained in the Declaration are identical; (ii) establish, vacate and relocate utility easements, access easements, and parking spaces; and to exercise any other Declarant Rights or development rights provided for herein."

3.0 Homeowners Association. Red Lady Estates Condominium Homeowners' Association met at a properly noticed meeting on May 17, 2018 and the potential of vacating the recorded public access easement on the Condominiums Plat and relocating it onto the Town-Bench Property was introduced, discussed and conceptually supported by all members of the Association in attendance. Per Section 15.1 Special Declarant Rights of the Condominium Declaration, Declarant (Town of Crested Butte) has the right to amend the Map and Declaration including the vacation of access easements without the consent

of any Owner or mortgagee or lienholder. Regardless, Town has initiated a formal vote of the Homeowners' Association to approve or deny the proposed Map and Text Amendments as submitted. The results of the Homeowners' Association vote will be reported to Town Council at Second Reading.

4.0 Background: Red Lady Estates Condominiums includes ten (10) detached, single-family mobile homes regulated under the provisions of the Town of Crested Butte Affordable Housing Guidelines, 2003 Edition, Part VII, Red Lady Estates Condominiums and the Colorado Common Interest Ownership Act (CCIOA), Colorado Revised Statutes (CRS) Sections 38-33.3-101, *et. seq.* The Condominiums Plat and Declaration were recorded October 6, 2006 as Reception Nos. 535522 and 535523 respectively, in the office of the Gunnison County Clerk and Recorder.

Red Lady Estates was included with the adjoining land that was sold and conveyed by Trapper's Crossing, Ltd., a Delaware limited partnership, to the Town of Crested Butte on December 21, 1990. The general warranty deed for the entire 5.21 acre parcel is "*subject to the specific covenant and condition that such property shall be used solely for residential housing, a public park, public parking or any other public purposes and that the southerly portion thereof comprising the upper bench shall have no residential housing constructed thereon.*"

These "Public Lands" according to the Trapper's Crossing South Plat were annexed into the Town of Crested Butte via Ordinance No. 20, Series of 1990 and recorded in the office of the Gunnison County Clerk and Recorder as Reception No. 424904 on January 16, 1991. The Ordinance identified the 5.21 acres as the "Town-Bench Property" that included Red Lady Estates, 1.46 acres and a public open land tract containing 3.75 acres.

5.0 Existing Conditions. Red Lady Estates is situated on a level area below a benchland area and pine-covered hillside along the south side of Red Lady Avenue west of its intersection with State Highway 135. Old Town Inn and the rear of Majestic Plaza are to the north across Red Lady Avenue; a natural gas facility shed is at the eastern corner of the property; and Lots 6 and 7 of Trapper's Crossing South adjoin the parcel at its southern boundary. The residential neighborhood is accessible from Red Lady Avenue: on the west is an access drive to Units 1-2; in the middle portion of the site, there is a shared driveway to Units 3-8 that includes the 15-foot wide public access easement; and to the east is a short access drive to Units 9-10. An established dirt, single-track pedestrian trail begins at the southern edge of the middle driveway and traverses up the wooded slope to an intermediate bench area. Another "bandit trail" has been established to the south of Units 1-2 and it intersects the main trail that crosses the bench area and connects to the Ditch Trail which continues up to the Green Lake Trail. Over the years, pedestrian, mountain biker and dog-walker traffic has steadily increased, creating safety, privacy, noise, litter and other impacts to the residents of Red Lady Estates.

6.0 Proposed Map and Text Amendments. Town of Crested Butte, as Declarant of Red Lady Estates Homeowners' Association, is requesting approval to: 1) vacate the fifteen (15) feet wide public access easement contained within the sixty (60) feet wide driveway/parking/snow storage area that passes through the middle of the residential neighborhood; and 2) relocate the public access easement onto the adjoining Town-Bench Property in consideration of the Red Lady Estates Homeowners' Association being responsible for stocking, maintaining and servicing the "doggie-station" and trash bin at the trailhead area. Declarant's request requires Map and Text Amendments as described below pursuant to Municipal Code Section 16-23-20:

- **Map Amendment.** Red Lady Estates Condominiums Plat recorded October 6, 2003 as Reception No. 535522, per this reference, shall be amended by vacation of the public access easement and deletion of the “15’ Public Access Easement” label/plat note on sheet 2 of 2 of the plat; and the “Public Access” shall be relocated onto the adjoining Town-Bench Property to the east. See Exhibit A-Red Lady Estates Condominiums Plat 1ST Amendment.
- **Text Amendment.** The Declaration Establishing Red Lady Estates Condominiums recorded October 6, 2003 as Reception No. 535523, per this reference, shall be amended by the deletion of Section 12.4 Public Access Easement in its entirety and the restatement of said section with new language that reads: “*12.4 Public Access Agreement. Declarant hereby vacates the platted 15-foot wide easement for public access through and across the Common Elements, as depicted upon the Condominium Map, subject to these conditions: 1) Homeowners’ Association agrees and shall be obligated to stock, maintain and service the “doggie-station” and trash bin with supplies provided by the Town at the relocated public access trailhead on the Town-Bench Property in perpetuity or as amended by mutual agreement; 2) Homeowners’ Association shall de-commission the existing trails through Red Lady Estates by re-grading and re-vegetating the disturbed area so that it blends with the natural landscape within twelve (12) months after recordation of this amendment; 3) Homeowners’ Association may post ‘Private Property/No Public Access’ signs at each of the three (3) access driveway entrances to the Units from Red Lady Avenue; and 4) In the event Homeowners’ Association fails to abide by the conditions of this agreement, Declarant may re-establish and re-plat the 15-foot wide easement for public access through and across the Common Elements for the purpose of allowing public access to the public lands located south of the Property.*” See Exhibit B- Declaration Establishing Red Lady Estates Condominiums 1ST Revision, Section 12.4 Public Access Easement.

7.0 Zoning and Density. The proposed Red Lady Estates Condominium Map and Text Amendments do not change the existing M-Mobile Home zoning and/or current density of ten (10) residential mobile homes. Additionally, this proposal does not affect the P-Pubic zoning of the adjoining Town-Bench Property as the relocated public access/non-motorized trail is a public purpose consistent with the specific covenant and condition of the property.

8.0 Application. In accordance with Municipal Code Section 16-23-30 Application (a) Any application for an amendment of this Chapter shall contain the following information; the Code requirements are shown below in *italics*, followed by responses from Town staff:

- (1) *“A legal description of any land to be rezoned, together with a diagram drawn to scale showing the boundaries of the area requested to be rezoned.”*

Response: The legal description for the real property laid out and platted as “Red Lady Estates Condominiums,” a condominium project, is described as: a tract of land located within the southwest quarter of Section 2 and the southeast quarter of Section 3, Township 14 South, Range 86 West, of the 6th Principal Meridian, Gunnison County, Colorado, being more particularly described in metes and bounds on sheet 1 of 2 on the plat recorded on October 6, 2003 as Reception No. 535522. The property contains 63,648 square feet or 1.461 acres, more or less. There is no request for this property or the adjoining Town-Bench Property and portions thereof to be rezoned.

(2) *“A statement of the present zoning and the requested new zoning.”*

Response: Red Lady Estates Condominiums is currently zoned M-Mobile Home and the adjoining Town-Bench Property is zoned P-Public; there is no request for new or amended zoning on either of these parcels. This request is to amend by reference: 1) Red Lady Estates Condominiums Plat; and 2) Red Lady Condominiums Declaration, Section 12.4 Public Access Easement.

(3) *“A statement of justification for such action, including facts concerning any change of conditions, an error in the original zoning or the unusual or peculiar suitability of a lot to a certain use.”*

Response: The Red Lady Estates fifteen (15) feet wide public access easement is platted in the middle of a sixty (60) feet wide access drive/parking/snow storage area that serves six (6) single-family homes, Units 3-8. Another “bandit trail” from Red Lady Estates also connects to the main established trail. In the last several years, usage of the platted access route and “bandit trail” by hikers, bikers and dog-walkers has significantly increased creating safety, privacy, noise, litter and other impacts to the residents of Red Lady Estates.

To minimize and/or eliminate the vehicular/pedestrian conflicts and other neighborhood impacts, while recognizing the growing popularity and importance of this trail connection, the Declarant, Town of Crested Butte, is proposing to relocate the public trail access four hundred (400) feet to the east onto the Town-Bench Property. The relocated public, non-motorized trail will be more visible and readily accessible to pedestrians, bicyclists and dog-walkers with a convenient “doggie-station” and trash bin at the trailhead near Red Lady Avenue. In consideration of vacating the public access easement through Red Lady Estates, the Homeowner’s Association agrees to stock, maintain and service the “doggie-station” and trash bin at the trailhead; and to decommission, re-grade and re-vegetate the other existing “bandit” connector trail.

(4) *“A description of the land and uses thereof within two hundred (200) feet of the boundary lines of the proposed area of change in all directions; and*

Response: Red Lady Estates is zoned M-Mobile Home and includes ten (10) detached, 1-story, single-family, mobile homes. To the east in the P-Public District is the Town-Bench Property, a public park/open space area and natural gas facility shed that is fenced at the intersection of State Highway 135 and Red Lady Avenue. Adjoining Red Lady Estates to the west is the non-developable/open space portion of Lot 6, a single-family parcel in Trapper’s Crossing South outside the Town boundary in unincorporated Gunnison County. To the northwest is Block 47 and it is zoned C-Commercial with a multi-story building at the corner of Red Lady Avenue and Fifth Street. Directly north of Red Lady Estates are Blocks 47 and 48. The west part of Block 47 is zoned T-Tourist and it includes a wide variety of locally-serving uses: grocery store, movie theater, liquor store, post office annex, retail businesses, offices and long-term rental apartments. The east third of the block contains a retail building with an apartment above and a large portion of the commercial parking lot area for Clarks Market and Majestic Plaza. Block 49 to the north and east is bisected by State Highway 135; the east side is zoned P-Public with the day care/early learning center and Town Park and to the west is the B-2 Business zone that contains the Old Town Inn.

(5) *“A statement as to the effect that the new zoning or changes would have on adjacent areas or uses.”*

Response: The proposed Map and Text Amendments do not change or alter the existing zoning of Red Lady Estates (M-Mobile Home) or Town-Bench property (P-Public). The proposed changes include the vacation of the current public access easement that is shared within a sixty (60) feet wide vehicular access/parking/snow storage area lot for six (6) residential units and relocation of the public access four hundred (400) feet to the east onto the adjoining Town-Bench park/open space parcel. This change will result in eliminating vehicular/bicycle/pedestrian conflicts and minimizing other neighborhood impacts while providing clearly identified non-motorized public access for pedestrians, bicyclists and dog-walkers with a convenient, maintained “doggie station” and trash bin at the trailhead.

(b) *“Any application to create or amend the zoning of a parcel of land containing more than fifty thousand (50,000) square feet of land shall be subject to the requirements set forth in Chapter 17 of this Code and reviewed for approval as a subdivision under said regulations.”*

Response: Not applicable as this application specifically pertains to Map and Text Amendments. Red Lady Estates is zoned M-Mobile Home and the Town-Bench Property is zoned P-Public; no new zoning or zoning amendment is being proposed.

9.0 Town Council Action. Town Council by majority vote at Second Reading of the ordinance may: approve, modify or deny the proposed Red Lady Estates Condominiums Map and Text Amendments to vacate the 15-foot wide public access easement on the Plat and relocate the public access onto the Town-Bench Property; and to delete and restate Section 12.4 Public Access Easement in the Declaration.

Ordinance No. 24, Series of 2018 is attached.

Staff Recommendation:

Staff recommends a Council member make a motion followed by a second to set Ordinance No. 24, Series of 2018 to a public hearing on October 1, 2018 for the Red Lady Estates Condominiums Map and Text Amendments.

Exhibits:

A- Red Lady Estates Condominiums Plat 1ST Amendment

B- Declaration Establishing Red Lady Estates Condominiums 1ST Revision, Section 12.4 Public Access Easement

Ordinance:

No. 24, Series of 2018

ORDINANCE NO. 24**SERIES 2018****AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL APPROVING BY REFERENCE AMENDMENTS TO THE RED LADY ESTATES CONDOMINIUMS PLAT MAP AND DECLARATION TEXT FOR THE VACATION OF THE PUBLIC ACCESS EASEMENT AND RELOCATION OF PUBLIC ACCESS ONTO THE ADJOINING TOWN-BENCH PROPERTY.**

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

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; and

WHEREAS, Red Lady Estates Condominiums Plat Map was recorded October 6, 2003 as Reception No. 535522 and the Declaration Establishing the Condominiums was recorded October 6, 2003 as Reception No. 535523 in the office of the Gunnison County Clerk and Recorder; and

WHEREAS, the “Town-Bench Property” that includes Red Lady Estates, 1.46 acres, and other public open land tract containing 3.75 acres, is identified as “Public Lands” having a total of 5.21 acres according to the Trapper’s Crossing South Plat and subsequently annexed into the Town of Crested Butte via Ordinance No. 20, Series of 1990, recorded on January 16, 1991 as Reception No. 424904 in the office of the Gunnison County Clerk and Recorder; and

WHEREAS, according to Article 15 of the Declaration establishing the Red Lady Estates Condominiums, Town of Crested Butte as Declarant has the right, without the consent of any Owner or mortgagee or lienholder to amend the Map to insure that the language and all particulars that are used on the Map and contained in the Declaration are identical; to establish, vacate and relocate access easements; and to exercise any other Declarant Rights or development rights provided therein; and

WHEREAS, pursuant to Municipal Code Section 16-23-20, Town of Crested Butte as Declarant submitted Amendments to the Plat Map and Declaration Text for the vacation of the public access easement and relocation of public access onto the adjoining Town-Bench property; and

WHEREAS, Town Council considered the proposed Red Lady Estates Condominiums Map and Text Amendments to vacate the fifteen (15) feet wide public access easement with certain conditions and relocate public access onto the Town-Bench property, took public

comment and following discussion determined that the proposed amendments are in the best interest of the health, safety and welfare of Crested Butte, its property owners, residents and visitors by providing better public access, eliminating vehicular conflicts, minimizing impacts to residents and satisfying the specific covenant and condition for use of the property as a public park or other public purposes.

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

Section 1. Map Amendment: Red Lady Estates Condominiums Plat-1ST

Amendment. The Red Lady Estates Condominiums Plat Map recorded on October 6, 2003 as Reception No. 535522 in the office of the Gunnison County Clerk and Recorder is hereby revised and amended by this reference to the following:

On Sheet 2 of 2 of the Condominiums Plat, the “15’ Public Access Easement” delineated between Units 3-8, in a north-south orientation from the Red Lady Avenue public right-of-way to the southern property boundary is hereby vacated and the “15’ Public Access Easement” label/plat note is deleted; and the G.C.E. Snow Storage 1940 SF hatched-area shall remain as originally platted. Public Access is hereby relocated approximately 400 feet to the east onto the adjoining Town-Bench Property.

Exhibit A- Red Lady Estates Condominiums Plat 1ST Amendment.

Section 2. Text Amendment: Declaration Establishing Red Lady Estates Condominiums-1ST Amendment. Section 12.4 Public Access Easement of the Declaration Establishing Red Lady Condominiums recorded on October 6, 2003 as Reception No. 535523 in the office of the Gunnison County Clerk and Recorder, is hereby deleted in its entirety and restated with a new title and language that reads:

“**12.4 Public Access Agreement.** Declarant hereby vacates the platted 15-foot wide easement for public access through and across the Common Elements, as depicted upon the Condominium Map, subject to these conditions: 1) Homeowners’ Association agrees and shall be obligated to stock, maintain and service the “doggie-station” and trash bin with supplies provided by the Town at the relocated public access trailhead on the Town-Bench Property in perpetuity or as amended by mutual agreement; 2) Homeowners’ Association shall de-commission the existing trails through Red Lady Estates by re-grading and re-vegetating the disturbed area so that it blends with the natural landscape within twelve (12) months after recordation of this amendment; 3) Homeowners’ Association may post ‘Private Property/No Public Access’ signs at each of the three (3) access driveway entrances to the Units from Red Lady Avenue; and 4) In the event Homeowners’ Association fails to abide by the conditions of this agreement, Declarant may re-establish and re-plat the 15-foot wide easement for public access through and across the Common Elements for the purpose of allowing public access to the public lands located south of the Property.”

Exhibit B-Declaration Establishing Red Lady Estates Condominiums 1ST Revision, Section 12.4 Public Access Easement.

Section 3. Severability. If any section, sentence, clause, phrase, word or other provision of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases, words or other provisions of this ordinance, or the validity of this ordinance 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 4. Savings Clause. Except as amended hereby, the Crested Butte Municipal Code shall remain valid and in full force and effect. Any provision of the Code that is in conflict with this ordinance is hereby repealed as of the effective date hereof.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS 17th DAY OF SEPTEMBER, 2018.

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

TOWN OF CRESTED BUTTE

James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]

Exhibit "A"

Red Lady Estates Condominiums Plat 1ST Amendment

Page 2 of 2, Recorded as Reception No. 535522 10/06/2003

Exhibit "B"

Declaration Establishing Red Lady Estates Condominiums 1ST Revision,

Section 12.4 Public Access Easement

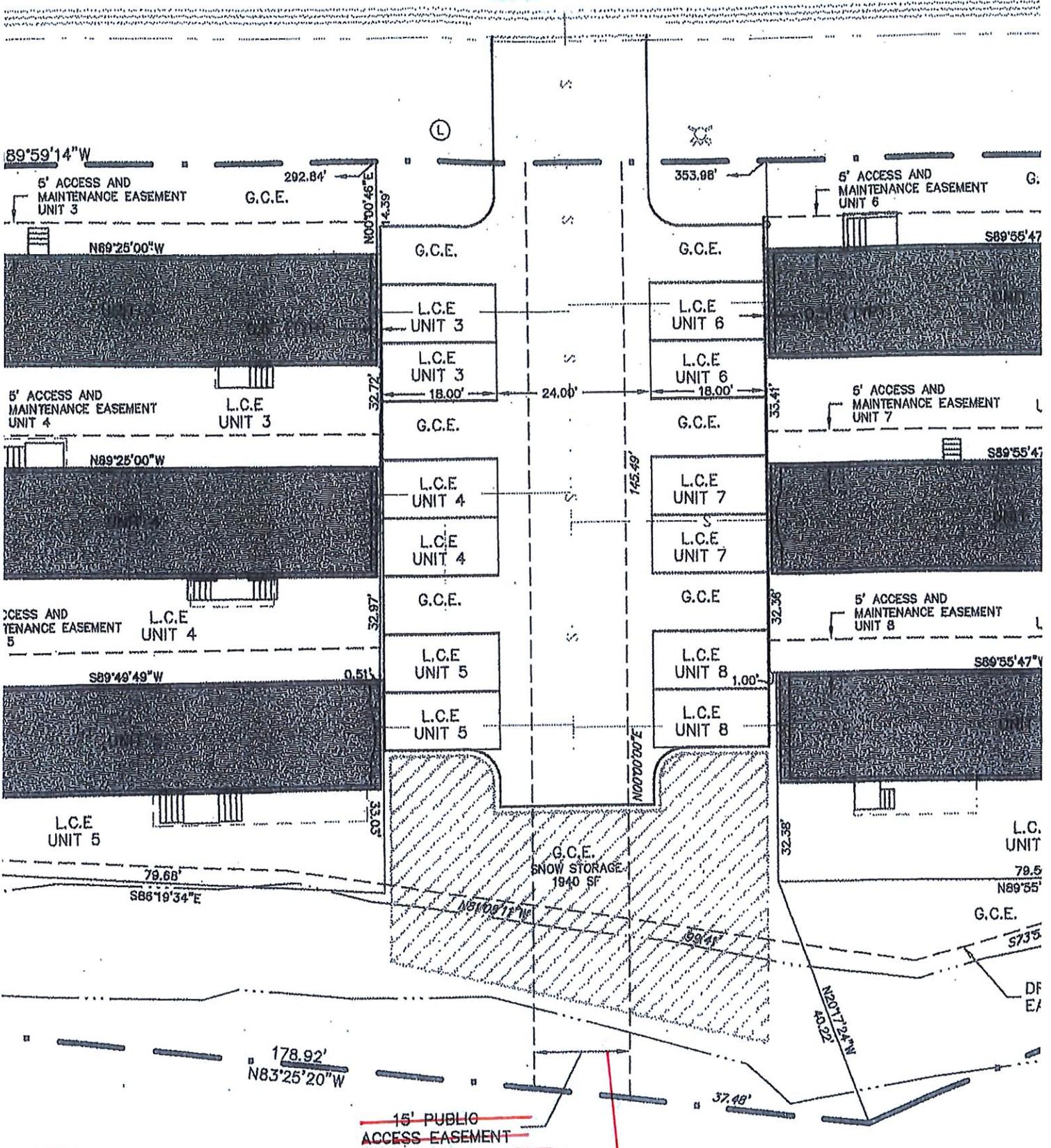
Recorded as Reception No. 535523 10/06/2003

Exhibit "A"

Red Lady Estates Condominiums Plat 1ST Amendment

Page 2 of 2, Recorded as Reception No. 535522 10/06/2003

RED LADY AVENUE



Vacation of 15' Public Access Easement
 Town of Crested Butte Ordinance No. __, Series of 2018.

Exhibit "B"

Declaration Establishing Red Lady Estates Condominiums 1ST Revision,

Section 12.4 Public Access Easement

Recorded as Reception No. 535523 10/06/2003



535523

Page: 21 of 34

10/06/2003 01:29P

S Dominguez Gunnison Cty Co 134 R 171.00 D 0.00

forth above, the Association shall bear the full responsibility and expense of all damages incurred to the Unit and/or Common Elements because of such forcible entry. All damage to the interior or any part of a Unit resulting from the maintenance, repair, emergency repair or replacement of any of the improvements at the instance of the Association, shall be paid for as part of the Annual Assessment by all of the Owners. No Owner shall be entitled to diminution or abatement for inconveniences or discomfort arising from the making of repairs or improvements or from action taken to comply with any law, ordinance or order of any governmental authority. Restoration of the damaged improvements shall be substantially the same as the condition in which they existed prior to damage.

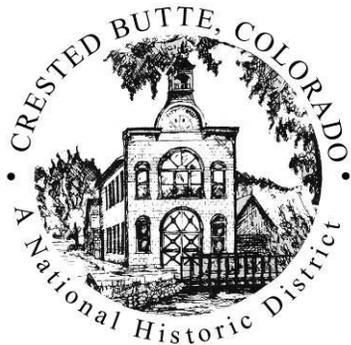
Notwithstanding the foregoing, if any such damage is the result of the failure of an Owner to provide the authorized management company with a key to their respective Unit and/or the carelessness or negligence of any Owner, then such Owner shall be solely responsible for the costs of repairing such damage. In the event the Owner fails within a reasonable time upon proper notice to pay the cost of the damages incurred, the Board may pay for said damages and charge the Owner responsible as a Default Assessment.

~~12.4 Public Access Easement. There shall be an easement for public access through and across the Common Elements, as depicted upon the Condominium Map, for the purpose of allowing the public access to the public lands located to the south of the Property.~~

12.4 Public Access Agreement. Declarant hereby vacates the platted 15-foot wide easement for public access through and across the Common Elements, as depicted upon the Condominium Map, subject to these conditions: 1) Homeowners' Association agrees and shall be obligated to stock, maintain and service the "doggie-station" and trash bin with supplies provided by the Town at the relocated public access trailhead on the Town-Bench Property in perpetuity or as amended by mutual agreement; 2) Homeowners' Association shall decommission the existing trails through Red Lady Estates by re-grading and re-vegetating the disturbed area so that it blends with the natural landscape within twelve (12) months after recordation of this amendment; 3) Homeowners' Association may post 'Private Property/No Public Access' signs at each of the three (3) access driveway entrances to the Units from Red Lady Avenue; and 4) In the event Homeowners' Association fails to abide by the conditions of this agreement, Declarant may re-establish and re-plat the 15-foot wide easement for public access through and across the Common Elements for the purpose of allowing public access to the public lands located south of the Property."

12.5 Easement on Limited Common Element for Ingress, Egress and Access. A five foot (5') easement running the length of the south side of each Unit, on the Limited Common Element of such Unit, is depicted on the Map. The purpose of such easement is to permit access for the adjoining Unit over, upon and across such Limited Common Element, for the purpose of ingress and egress to the adjoining Unit, and maintenance and repair of the adjoining Unit.

12.6 Drainage Easement. An easement for drainage is shown on the Map. That easement is granted to the Town of Crested Butte, which may utilize such easement, without limitation, as may be necessary and appropriate to accomplish the drainage needs of the Town.



Staff Report

September 17, 2018

To: Mayor and Town Council

From: Dara MacDonald, Town Manager

Subject: Ordinance 2018-25, An ordinance declaring a moratorium on the issuance of new business occupation licenses under Chapter 6, Article 2 of the Crested Butte Municipal Code for formula restaurant and retail businesses in all Business and Commercial Districts

Summary: This ordinance would prevent the issuance of any Business Occupation Licenses for new formula restaurants or retail businesses for a 6 month period while the community determines whether or not to enact permanent limitations on these types of businesses in the future.

Previous Council Action: During the Council work session on August 27th the Council identified as one of their 5-year goals and 2019 priorities to “ban all new formula/franchise retail and restaurant businesses on Elk Ave”.

Background and Discussion: Formula businesses (also commonly referred to as chain or franchise businesses) are typically defined as those operating in multiple locations, and with standardized features such as building exteriors, uniforms and product lines. There are at least 30 jurisdictions across the country with some manner of formula business regulations. The specific metrics for defining a formula store vary from one community to the next. For purposes of the moratorium, and as a starting point for discussion, staff has proposed the following definition drawn, in part, from the definition developed in Aspen, CO:

Any restaurant or retail commercial establishment that has ten (10) or more other establishments in operation, or with local land use or permit entitlements already approved and effective, located anywhere in the United States and that maintains two (2) or more of the following features: a standardized array of merchandise or menu items, standardized array of services, a standardized façade, a standardized décor and color scheme, uniform apparel, standardized signage, a trademark, or service mark.

It is a commonly held misconception that there is already a ban on formula businesses in Crested Butte. This is not the case. Though the design guidelines and sign regulations may discourage these types of businesses from locating in Crested Butte there is concern that with increasing interest in the Crested Butte market that the community may see more of these types of businesses want to locate in Crested Butte in the future.

Enacting a 6-month moratorium on the issuance of new business licenses for formula restaurants and retail businesses will allow time for public input, BOZAR review and Council consideration while there are no pending applications. Existing business licenses for these types of establishments could be renewed under the moratorium as drafted.

As articulated in the Whereas clauses of the ordinance, there are several reasons that the Town should consider limitations on formula restaurant and retail businesses including:

1. To preserve businesses with unique local character, avoiding the standardization associated with chains.
2. Avoiding the “generic” appearance of store fronts or blocks dominated by businesses that are seen everywhere and which may be counter to the historic character that is such an important part of Crested Butte’s charm.
3. Potentially minimize the escalation of rents associated with the demands created by national chains, who are often in a better position than local businesses to compete for limited space.

A moratorium will allow time to discuss these and other considerations while there are no pending applications.

During a moratorium the Town must be able to reasonably demonstrate that they are working towards resolution of the concerns that prompted the moratorium. To that end the ordinance directs that the Town engage in a public process to gain input from property owners, business owners, residents, visitors and other stakeholders on their interests and concerns regarding formula restaurant and retail businesses. Further the ordinance directs that BOZAR consider the potential impacts of these types of businesses on the Town’s historic character, quality of life, economic diversity and needs of the community. BOZAR should then make a recommendation to the Town Council on whether any additional regulations should be included in the Town Code to address such impacts and needs.

Legal Implications: The Town Attorney has researched the regulating of formula businesses and has advised that the moratorium ordinance as drafted is defensible.

Recommendation: Staff recommends that the Town Council set Ordinance 25, Series 2018 to a public hearing on October 1, 2018.

Proposed Motion: A Council person should make a motion, “to set Ordinance 25, Series 2018 to a public hearing on October 1, 2018” followed by a second and roll call vote.

ORDINANCE NO. 25

SERIES 2018

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL DECLARING A MORATORIUM ON THE ISSUANCE OF NEW BUSINESS OCCUPATION LICENSES UNDER CHAPTER 6, ARTICLE 2 OF THE CRESTED BUTTE MUNICIPAL CODE FOR FORMULA RESTAURANT AND RETAIL BUSINESSES IN ALL BUSINESS AND COMMERCIAL DISTRICTS

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

WHEREAS, Chapter 6, Article 2 of the Crested Butte Municipal Code (the "**Town Code**") contains regulations adopted by the Town Council that govern the issuance of business licenses in business and commercial districts in the Town; and

WHEREAS, the Town is a National Historic District and it has adopted Design Guidelines to protect the integrity of the District and to sustain the character of the community that is so appealing to residents and visitors of Crested Butte; and

WHEREAS, the Town is widely known as "the last great Colorado ski town" having an authentic, non-commercialized old mining town atmosphere with charming, desirable and economically viable commercial retail areas comprised primarily of small, independently-owned and unique establishments; and

WHEREAS, the Town desires to study the impacts of new formula businesses upon, among other things, the Town's established historic character, quality of life, economic health and vitality, and the interests and needs of the community; and

WHEREAS, the Town Council finds that declaring a moratorium of six months duration on the issuance of business occupation licenses for formula restaurant and retail businesses will provide the Town with the time and opportunity to analyze these impacts and engage in a public process to determine whether any additional regulations should be included in the Town Code to address such impacts, to preserve and enhance the small mountain town ambience and that would be in the best interest of the health, safety, and general welfare of the residents and visitors of Crested Butte.

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

Section 1. Moratorium on the Issuances of New Business Occupation Licenses for Formula Restaurant and Retail businesses under Chapter 6, Article 2. The Town hereby

declares that for a period of six months, there shall be no new business occupation licenses issued for a new Formula Restaurant or Retail Business under Chapter 6, Article 2 of the Town Code in any Tourist, Business or Commercial zone districts in order to allow the Town the time and opportunity to analyze the impacts of new Formula Restaurant and Retail upon, among other things, the Town's established historic character, quality of life, economic health and vitality, and interests and needs of the community; and to determine whether any additional regulations should be included in the Town Code to effectively address such impacts and needs.

Section 2. Definition of Formula Restaurant or Retail Business for purposes of this Moratorium. For purposes of this Moratorium a Formula Restaurant or Retail Business shall be defined as: any restaurant or retail commercial establishment that has ten (10) or more other establishments in operation, or with local land use or permit entitlements already approved and effective, located anywhere in the United States and that maintains two (2) or more of the following features: a standardized array of merchandise or menu items, standardized array of services, a standardized façade, a standardized décor and color scheme, uniform apparel, standardized signage, a trademark, or service mark.

Section 3. Public Process. During the course of the Moratorium, the Town will engage in a public process including property owners, business owners, residents, visitors and other stakeholders to gain input on their interests and concerns regarding Formula Restaurant and Retail businesses.

Section 4. BOZAR Recommendation. During the course of the Moratorium, the Town Board of Zoning and Architectural Review (BOZAR) shall review the potential impacts of Formula Restaurant or Retail Businesses on the Town's historic character, quality of life, economic diversity, and needs of the community and make a recommendation to the Town Council on whether any additional regulations should be included in the Town Code to address such impacts and needs.

Section 6. 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 7. Savings Clause. Except as amended hereby, the Crested Butte Municipal Code, as amended, shall remain valid and in full force and effect. Any provision of any ordinance previously adopted by the Town Council that is in conflict with this ordinance is hereby repealed as of the enforcement date hereof.

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

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

TOWN OF CRESTED BUTTE, COLORADO

By _____
James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

Town of Crested Butte

131

P.O. Box 39 Crested Butte, Colorado 81224

-National Trust for Historic Preservation's 2008 Dozen Distinctive Destinations Award Recipient-

September 11, 2018

-A National Historic District-

El Pomar Foundation
10 Lake Circle
Colorado Springs, CO 80906

Phone: (970) 349-5338
FAX: (970) 349-6626
www.townofcrestedbutte.com

To Whom It May Concern:

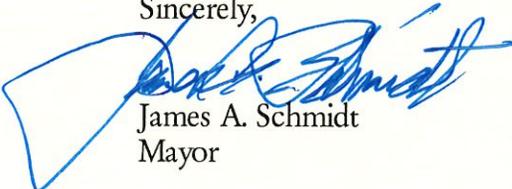
The Town of Crested Butte would like to express our support for Gunnison Valley Health's (GVH) grant application for renovation of their space here in Crested Butte, CO. We look forward to The Center for Mental Health acquiring part of the space and providing behavioral health services in town. It is so difficult to provide a community mental health clinic in rural areas and your support is much appreciated.

The renovated space would create immediate access within the Crested Butte community to counseling and psychiatric services. Currently, community members must travel a minimum of 30 miles one way for access to these services which further their ability to fulfill other obligations for wellness.

While Crested Butte is a resort community, many year-round residents, in addition to those visiting need access to routine and emergent counseling and psychiatric services. The space would be used both as an outpatient office but also as a 24/7 location for emergent services with local law enforcement and trained mental health professionals to respond to urgent after business hour needs.

The Crested Butte community has already lost three members to suicide thus far in 2018. From our perspective, and in our efforts to apply the Zero Suicide initiative, that is three too many lost. Thank you for considering Gunnison Valley Health as a grant recipient for this critically needed endeavor.

Sincerely,


James A. Schmidt
Mayor

GUNNISON COUNCIL AGENDA
MEETING IS HEAD AT CITY HALL, 201 W. VIRGINIA AVENUE
GUNNISON, CO, IN THE 2ND FLOOR COUNCIL CHAMBERS
Approximate meeting time: 3 hours

September 11, 2018 **REGULAR SESSION** **5:30 P.M.**

City of Gunnison Councilmembers gather for a light meal at 5:00 P.M. in Council Chambers. No City Council activity takes place.

I. Presiding Officer Call Regular Session to Order: (silent roll call by City Clerk):

II. Citizen Input: (estimated time 3 minutes)

At this agenda time, non-agenda scheduled citizens may present issues of City concern to Council on topics on are not to be considered later in the meeting. Per Colorado, Open Meetings Law, no Council discussion or action will take place until a later date; unless an emergency situation is deemed to exist by the City Attorney. Each speaker has a time limit of 3 minutes to facilitate efficiency in the conduct of the meeting and to allow an equal opportunity for everyone wishing to speak.

III. Council Action Items:

A. Approval of the August 28, 2018 Regular Session meeting minutes

Background: per City Charter, the City Clerk produces minutes of the Council actions for all regular and special session meetings. Minutes are approved or amended at the follow regular session meetings and become permanent city record. If a city councilor was not present no the meeting, they must abstain in the vote and action on approval of the minutes.

Staff contact: City Clerk Erica Boucher

Action Requested of Council: To approve the August 28, 2018 Regular Session meeting minutes.

Estimated time: 1 minute

B. Presentation Seeking City Input on Western State Colorado University Student Government Association (SGA) Grants

Background: Both Western State Colorado University and the City of Gunnison stated that more collaboration with each in their individual strategic plans. Greater collaboration between the two organizations possesses the potential to produce better recruitment and retention results for Western and more economic strength for the City. Therefore, it is in the best interest of both organizations to work together in a variety of ways to extend our resources, uncover more funding opportunities, and have greater outreach and project execution in the community.

Contact: Western SGA President Lauren Hopp

Action Requested of Council: To direct staff to work with Western SGA during their grant funding process as a supportive resource and to unite Western and the City in a partnership which may result in greater community engagement on both sides.

Estimated time: 30 minutes

C. Second Reading of Ordinance No. 10, Series 2018; Re: An Ordinance of the City Council of the City of Gunnison, Colorado Adopting a Policy for Disposition of City-Owned Property as amended

Background: The Council reviewed Ordinance No. 10, Series 2018 at the August

28th Regular Session meeting and asked for a few revisions to be made to the policy prior to its full passage.

Staff contact: City Attorney Kathy Fogo

Action Requested of Council: To introduce, read by title only, motion, second, vote to pass and adopt Ordinance No. 10, Series 2018 as amended on second and final reading.

Estimated time: 5 minutes

D. Wastewater Treatment Plant Project Update

Background: Update Council on the WWTP project budget, anticipated scope of work, anticipated rate structure, and the next steps to begin this project.

Authorization to engage the engineers will also be presented for approval.

Staff contact: Public Works Director David Gardner

Action Requested of Council: To authorize the City Manager to enter into a contract with Tetra Tech for Design and Bidding Phase Engineering Services for the Modernization and Energy Efficiency Improvements Project at the WWTP in the amount not to exceed \$756,150.00.

Estimated time: 15 minutes

E. Discussion and authorization for the Mayor to submit two policy statements to CML regarding how e911 Services receives revenue from the Emergency Telephone Surcharge and to discuss with the Federal Department of Transportation an appropriate process for smaller transportation grants so that more funding can be dedicated to construction versus process

Background: CML Policy Committee is currently soliciting issues and ideas that they should work on in the coming year. The Mayor and Manager have discussed two ideas. The first idea relates to diminishing revenue from the Emergency Telephone Surcharge that helps pay for 911 services. The second idea relates to the significant process cost small jurisdictions are experiencing when utilizing Federal transportation funds (i.e. TAP grant and Safe Routes to School).

Staff contact: Mayor Jim Gelwicks

Action Requested of Council: To direct staff to write two policy statements and for the Mayor to submit to CML by September 12, 2018.

Estimated time: 15 minutes

Adjournment from the Regular Session meeting to a Work Session

IV. Council Work/Discussion Items:

A. Bicycles and Intersections Education Discussion

Staff contact: Police Chief Keith Robinson

B. Marijuana Focus Group Update

Staff contact: City Clerk Erica Boucher

C. Firemen's Pension Board Semi-Annual Update

Staff contact: Finance Director Ben Cowan

D. Next Steps for City Manager's Review

Background: At this discussion the Manager would like to discuss next steps for his review. Please see Exhibit 1 which is the current self-review for all employees that the Manger will complete and forward to the City Council in the next several working days. Exhibit 2 for reference only is the previous format for the Manager's review. The City Manager will bring to the meeting a revised format for the City

Manager's review based on input received from the review committee (Jim Gelwicks and Mallory Logan). This revised format will use the same format that all employees are using in annual reviews but with some additions for the Manager's review.

Staff Contact: City Manager Russ Forrest

V. Reports:

City Attorney Report

City Manager Strategic Projects Update and Report

City Councilors with City-related meeting reports; discussion items for future Council meetings

VI. Meeting Adjournment

The City Council Meetings agenda is subject to change. The City Manager and City Attorney reports may include administrative items not listed. Regular Meetings and Special Meetings are recorded and action can be taken. Minutes are posted at City Hall and on the City website at www.gunnisonco.gov. Discussion Sessions are recorded; however, minutes are not produced. For further information, contact the City Clerk's office at 970.641.8140. **TO COMPLY WITH ADA REGULATIONS, PEOPLE WITH SPECIAL NEEDS ARE REQUESTED TO CONTACT THE CITY CLERK 24 HOURS BEFORE ALL MEETINGS AT 970.641.8140.**

**GUNNISON COUNTY BOARD OF COMMISSIONERS
WORK SESSION & SPECIAL MEETING AGENDA**

135

DATE: Tuesday, September 11, 2018

Page 1 of 1

PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS WORK SESSION:

- 8:30 am • Gunnison County Electrical Association; Solar Project Discussion
- 9:00 am • Gunnison County Boards & Commissions Interviews:
 - 9:00 am; Tourism Association Board – Kelly Osness
 - 9:15 am; Tourism Association Board – Jason Thiel
 - 9:30 am; Tourism Association Board – Joel Sumearll
- 9:45 am • Leslie Nichols; Superintendent Gunnison Watershed School District; Amendment 73
- 10:00 am • Pitkin Snow Plowing Discussion; Board of Trustees
 - Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING:

- 10:30 • Call to order
- Resolution; Repealing Resolution 2018-33 Implementing Stage 1 Fire Restrictions
- Adjourn

Please Note: Packet materials for the above discussions will be available on the Gunnison County website at <http://www.gunnisoncounty.org/meetings> no later than 6:00 pm on the Friday prior to the meeting.

AGENDA

5:00pm – Work Session – Corner of Brush Creek – Workforce Housing

Call to Order

Roll Call

Approval of the September 4, 2018 Regular Town Council Meeting Minutes

Reports

Manager's Report
Staff Reports
Town Council Reports

Upper Gunnison River Water Conservancy District Water Update – Frank Kugel, General Manager

CORRESPONDENCE -

OLD BUSINESS-

Discussion and Possible Consideration of Ordinance Number 6, Series 2018 – An Ordinance of the Town Council of the Town of Mt. Crested Butte Amending the Town of Mt. Crested Butte Municipal Code Pertaining to Sales and use Tax Definitions and Exemptions – Second Reading

NEW BUSINESS –

Discussion and Possible Consideration on a Lot Line Vacation for Lots 3 and 4 Morning Glory Addition Submitted by Kathleen Jones – Carlos Velado

Discussion and Possible Consideration on a Variance Application Requesting a South Side Setback of 10' From a Required 17' 11" for 19 Anthracite Drive, Lot 17 Block K, Chalet Village Addition 7, Submitted by Josh Egedy and Laura Mikesell on Behalf of Southern Kansas Telephone Co – Carlos Velado

Discussion and Possible Consideration of Drafting a Resolution in Opposition to Initiative 108 / Amendment 74.

OTHER BUSINESS –

PUBLIC COMMENT – *Citizens may make comments on items not scheduled on the agenda. Those commenting should state their name and physical address for the record. Comments are limited to five minutes.*

ADJOURN

**REGULAR TOWN COUNCIL MEETING
MT CRESTED BUTTE, COLORADO**

137
September 18, 2018
6:00 PM
COUNCIL CHAMBERS

If you require any special accommodations in order to attend this meeting, please call the Town Hall at 349-6632 at least 48 hours in advance. Public comment on these agenda items is encouraged.

October 1, 2018**Work Session at 5:00PM**

Joint Discussion with Mt. Crested Butte Regarding Brush Creek

Consent Agenda

Construction Manager At-Risk Agreement for WWTP
RLA for Dillon Wall

Public Hearing

SRF Loan for Water Treatment Plant Upgrades

Old Business

Brush Creek

New Business

Block 76 Developer Selection
Review Community Survey
Presentation on Parking Plan
Landscape Maintenance Agreement with Cypress

October 15, 2018**Work Session**

Budget Discussion

New Business

Initial Presentation of the 2019 Draft Budget
Annual Report from Creative District Commission
Implementation of Parking Plan
School Master Plan and Intersection Discussion
Town Park Bathrooms
Ordinance – Selling Land to the School District
Ordinance – Criteria for Demolition
Purchase Contract with the School District.

November 5, 2018

Snow Plan

Future Items

- Quarterly Financial Reports
- Annual Report by the Chair of the Weed Advisory Board on Weed Management in the Town of Crested Butte - November
- Funding Agreement with the Chamber of Commerce – December
- Mike McBride Gunnison County Electric
- Slate River Working Group Update on Management Plan