

TOWN OF CRESTED BUTTE, COLORADO, SPECIAL TOWN COUNCIL MEETING

Monday, November 30, 2015 from 6:00PM to 6:30PM

PUBLIC NOTICE IS HEREBY GIVEN THAT THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO WILL HOLD A SPECIAL MEETING IN THE TOWN COUNCIL CHAMBERS LOCATED IN CRESTED BUTTE TOWN HALL, 507 MAROON AVENUE, CRESTED BUTTE, COLORADO.

I. CALL TO ORDER

II. SPECIAL MEETING – 6:00PM TO 6:30PM

- a. Town Council Discussion and Possible Action Regarding Memorandum of Understanding between Region 10 League for Economic Assistance and Planning, Inc. and the Town of Crested Butte, Colorado .
- b. Resolution No. 38, Series 2015 – Resolutions of the Crested Butte Town Council Authorizing the Town of Crested Butte to Apply for a State of Colorado, Department of Local Affairs Energy and Mineral Impact Program Grant for the Funding for Design of the Town’s Wastewater Treatment Plant Improvements.

III. ADJOURNMENT

Published in the Crested Butte News on November 27, 2015 and Posted on November 24, 2015



Staff Report

To: Mayor and Town Council

From: Todd Crossett, Town Manager

Subject: Authorize Mayor to Sign an MOU with Region 10 Enabling the Town to Provide a Local Funding Match to Participate in the Region 10 Phase 2 DOLA Broadband Grant Application for a Middle Mile Broadband System.

Date: November 30, 2015

Background:

The Town has been working with the County, the Town of Mt. Crested Butte and Region 10, with the aide of DOLA funding, to identify ways to enhance broadband service within Region 10 and to the Gunnison Valley. Improving broadband infrastructure, service and redundancy is important to the economic vitality and sustainability of the Valley.

In 2014, the Town participated in a DOLA-funded, Region 10 study of broadband capacity in the Region. In 2015, Region 10 applied for a DOLA grant for a Phase 1 Project aimed at improving Broadband capacity to a hub at Montrose. That project is on track to commence in 2016.

Region 10 is bundling projects to apply for a Phase 2 DOLA Grant to enhance middle mile broadband capacity from Montrose to the end communities. With the assistance of consultants, Region 10, the County and the Towns have identified the following project for improving broadband infrastructure to Gunnison and then to Crested Butte and Mt. Crested Butte. Region 10 must submit the grant application on December 1.

Summary:

The purpose of this item is to request approval of the Council for the Mayor to sign a Memorandum of Understanding with Region 10 to provide a local funding match to support a Department of Local Affairs (DOLA) Grant for a middle mile broadband system (Attachment A). DOLA is specifically offering significant grants for improving Broadband in the State of Colorado, which are due on December 1, 2015. Region 10 will be applying for a grant on behalf of its 6 counties that will allow local dollars applied to a grant to be matched by DOLA. Region 10 is requesting that its members commit to local match dollars to support the grant and the implementation of the proposed broadband system within their respective jurisdictions.

The Project:

Region 10 is working with its members to develop a middle mile broadband system that would originate in Grand Junction and connect the Region 10 area. This system is described in the Region 10 Broadband Blueprint (Attachment B). This proposed plan has a conceptual level of design which County and Town

Staff have further refined and which is reflected in the scope of work in Attachment A of the MOU. There are two components of this plan as it relates to the Gunnison County service area:

- 1) **Backbone Infrastructure:** The backbone of a new middle mile system for Gunnison County connects to the Region 10 system in Montrose. Dark or lit fiber connects Montrose to Gunnison and provides connectivity to Crested Butte and Mt. Crested Butte. This backbone includes locations for carrier neutral locations (CNLs) in each of the three communities and the associated equipment and fiber to connect the CNLs. The Backbone involves securing dark or lit fiber (as a back –up) from Montrose to Gunnison and then utilizing Dark Fiber between Gunnison, Crested Butte, and then using dark fiber owned by Gunnison County between Crested Butte and Mt. Crested Butte.
- 2) **Connections to Anchor facilities:** From the backbone there are then fingers or fiber connections to governmental anchor facilities.

By the time a DOLA contract may be awarded and design/engineering resources made available, it is quite possible that the proposed concept could evolve with partnerships with private Internet Service Providers (ISPs) or with new and or different technology. The pricing is based on the assumption that dark or unlit fiber is used between Montrose and Gunnison. However, it has not been confirmed that there is available dark fiber in this location. The alternative would be to use “lit” fiber owned by Century Link. This would actually decrease the capital cost for the Gunnison Valley partners but increase the operational cost for Region 10. This is considered a viable alternative to provide affordable internet. Another important component of the project is the proposed target pricing which is:

- 100 Mb (shared) = \$70/month (\$0.70/Mb)
- 1 Gb (shared) = \$500/month (\$0.50/Mb)
- 10 Gb (shared) = \$8,500/month (\$0.85/Mb)

Current rates are much higher. Gunnison County as an organization, for example, is currently paying \$20 per MB.

1. Update on Municipal and Anchor Participation

On Tuesday, November 17th, both the City of Gunnison and the Town of Mt. Crested Butte approved a match proposed in the attached MOU. The County Commissioners are taking up the issue at their November 24th meeting and will have made a decision as to whether to approve their match by the time of the Special Town Council Meeting on November 30. The proposed match for the City of Gunnison, The County, and the Town of Crested Butte is \$40,410. The Town of Mount Crested Butte has approved a larger match as it intends to add additional fiber. This represents an even split of backbone costs.

The potential anchor institutions that may participate include Western State Colorado University, the Library, Gunnison Valley Hospital, and the School District. At the time of the preparation of this memorandum, Western, the Library and Hospital were considering participation.

2. Memorandum of Understanding

Included in the packet is a proposed Memorandum of Understanding (MOU) between the Town of Crested Butte and Region 10 to provide a match for the scope of service described in the MOU. The MOU is drafted to provide flexibility to the Town to withdraw or to amend the project. It also includes two explicit decision points before resources are expended or further expended. The first decision point would occur prior to design and engineering work being initiated and match dollars being committed. The second decision point would be after design is completed but before a notice to proceed is provided by Region 10.

The Town is being asked to provide a match of \$40,410. This is the maximum commitment, and the match commitment could be lowered if further cost saving efficiencies are identified.

Timing:

Region 10 will submit the grant application to DOLA on December 1, with a potential award date in the first half of 2016. Project implementation would likely commence in 2017.

Financial Implications:

The financial commitment would be not to exceed \$40,410 but may be reduced. The financial commitment would impact the 2017 budget.

Legal Implications:

The passage of the ballot initiative withdrawing Gunnison County and municipalities from SB 152 enhances options for the Towns and the County to consider and pursue options for public private partnerships.

Pros:

- Ability to leverage grant monies as well as community partner contributions
- Enhanced broadband capacity
- Potential to reduce rates and increase service options through increased competition
- Broadband is an important economic driver, both for the existing businesses in the community and for potential new businesses which may add to economic diversification in the community
- The Town has the ability to withdraw from the MOU as described above

Cons:

- The Town must provide matching funds to realize the project
- The plan has not been finalized with absolute certainty - though the Town may withdraw from the MOU prior to implementation, and the match contribution is capped at a maximum that may be reduced

Recommendation:

Staff recommends that the Council vote to authorize the Mayor to sign the attached MOU with Region 10 to provide a local funding match not to exceed \$40,410 in the 2017 budget timeframe to participate in the Region 10 Phase 2 DOLA Broadband Grant Application for a middle mile broadband system.

Attachments:

- Attachment A: Memorandum of Understanding with Scope of Work Attachment
- Attachment B: Region 10 Blueprint

MEMORANDUM OF UNDERSTANDING
BETWEEN
REGION 10 LEAGUE FOR ECONOMIC ASSISTANCE AND PLANNING, INC.
AND
TOWN OF CRESTED BUTTE, COLORADO

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), is entered into this ____ day of November, 2015, by and between REGION 10 LEAGUE FOR ECONOMIC ASSISTANCE AND PLANNING, INC., a Colorado non-profit corporation, whose address is 300 N. Cascade Avenue, Suite 1, Montrose, Colorado 81401 (“Region 10”) and the TOWN OF CRESTED BUTTE, COLORADO, whose address is P.O. Box 39, 507 Maroon Avenue, Crested Butte, Colorado 81224 (the “Town”).

A. RECITALS

WHEREAS, the Town is a member of Region 10; and

WHEREAS, the Town and Region 10 recognize a need to improve telecommunication capabilities, capacity, reliability, and availability in the six county region of Region 10 order to affect economic development, improve community anchor institutions’ efficiency and accessibility, and reduce telecommunication costs for community anchor institutions; and

WHEREAS, Region 10 initiated and recently completed the Region 10 Broadband Implementation Plan to provide telecommunication connection in participating communities to a regional network through a variety of economically viable and sustainable models; and

WHEREAS, Region 10, through leveraging of assets and building of middle mile networks and aggregating the demand for the entire region, will enable the region, six county governments and multiple municipalities (“Local Agencies”) to have access to more accessible, abundant and affordable broadband services; and

WHEREAS, Region 10 will be submitting and Economic Development Administration Assistance Grant Application (“Grant Application”) to the Colorado Department of Local Government (“DOLA”) for the Region 10 Broadband Implementation Plan; and

WHEREAS, the Town desires to utilize this network for data service connectivity, internet access and other telecommunications services within the communities and region; and

WHEREAS, the Town desires to utilize this network to enhance the economic prosperity of its constituents by providing affordable and abundant broadband services; and
WHEREAS, this MOU is intended to outline the current responsibilities of Region 10 and the Town (“Parties”) pertaining to participation in the Region 10 Broadband Implementation Plan.

B. AGREEMENT

NOW THEREFORE, given the recitals above, to define the business relationship between Region 10 and the Town, and in preparation for funding to assist in providing a regional broadband network, the Parties understand and agree as follows:

1. PROJECT.

Region 10 has developed the Region 10 Broadband Implementation Plan to provide telecommunication connection in participating communities to a regional network. As part of that plan, a conceptual level of design has been created for the network within the Gunnison County service area which will provide a middle mile broadband system connection from Montrose to Gunnison, Crested Butte, Mt. Crested Butte and selected anchor facilities within the Gunnison Valley as identified in the *Scope of Work* attached hereto and incorporated herein by reference as Attachment "A" ("Project"). The Parties understand that the Project will evolve as opportunities to partner with internet service providers are further developed and evaluated and as participation of any anchor facilities may be confirmed.

2. PARTIES RESPECTIVE OBLIGATIONS TOWARDS THE PROJECT.

The respective obligations of the Parties towards the Project include the following:

a. Region 10 shall:

1. Complete the Regional Broadband Implementation Plan and Operations Costs Blueprint.
2. Complete and meet requirements to submit the Grant Application to DOLA to obtain funding assistance to build a regional network by no later than December 1, 2015.
3. Assess and collect the matching funds committed by each Local Agency to complete the project.
4. Coordinate with Gunnison County and the Town on the specific design and engineering of the network service.
5. Obtain and/or build network services agreed-upon by Gunnison County, the Town, anchor institutions and carrier neutral locations within the communities, with the intent that private service providers will have the capability of accessing the network to provide "last mile" services for institutional, commercial, and residential users at reasonable rates.

6. Complete the necessary memoranda, agreements, and other legal documents among the Local Agencies to efficiently operate the network or transfer assets to an agreed upon governing entity.
- b. The Town shall:
1. Understand and participate in the design, development, and implementation of the network within the Gunnison County service area.
 2. Participate in Region 10 network discussions regarding the operation, design, and construction of the network and any future grant applications at the discretion of the Town.
 3. Should Region 10 be successful of being awarded funds from its Grant Application to DOLA for assistance in building a regional network consistent with the Region 10 Broadband Implementation Plan and the Project identified in Attachment "A" herein, the Town agrees to be assessed and remit payment of required matching funds as will be further agreed upon by Region 10 and the Town to obtain network assets within the Gunnison County service area. The Town agrees to contribute a cash match towards the DOLA grant in the amount of not to exceed Forty Thousand Four Hundred Ten and No/100 U.S. Dollars (\$40,410.00) for the fiscal year of 2017, provided such funds are allocated by the Town Council in 2017 in its sole and absolute discretion. Notwithstanding the foregoing, (i) nothing contained herein shall constitute a pledge of the full faith and credit of the general tax revenues, funds or moneys of the Town except the amount appropriated for the purpose of making payments hereunder during the current fiscal year, (ii) the Town is not obligated hereby to make any payments in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or to make payments from any funds of the Town other than funds appropriated for the payment of current expenditures, (iii) all payment obligations of the Town under this MOU, including, without limitation, the Town's obligation to pay the match funds, are from year-to-year only and do not constitute a multiple fiscal-year direct or indirect financial obligation of the Town, (iv) the agreement hereunder to pay the match funds is subject to annual renewal and such agreement to pay shall be terminated upon the occurrence of an event of non-appropriation and, in such event, (v) all payments from the Town under this MOU shall terminate, and (vi) Region 10 expressly waives hereby all remedies and claims against the Town in connection therewith.

4. Complete the necessary memoranda, agreements, and other legal documents among the Local Agencies to efficiently operate the network or transfer assets to an agreed upon ownership entity.

3. TERM

The term of this MOU shall be effective upon the date first set forth above and continue until the completion of the Project, unless sooner amended or terminated as provided herein.

4. NOTICE TO PROCEED.

Both Region 10 and the Town agree to evaluate the Project at no less than two discrete points ("Milestones"). These two Milestones are:

- a. A contract for design and engineering of the Project.
- b. Notice to proceed for construction of the engineered Project.

The Project will not proceed forward without the following:

- a. Written consent from the Town to continue the Project prior to each of the Milestones identified above.
- b. The Town's contribution of that portion of the cash match for the DOLA grant prior to each of the Milestones identified above.

The Town reserves the right to withdraw from the Project at any time and for any reason with no additional financial commitment, notwithstanding paragraph 5 herein, or with the mutual consent of Region 10 to amend the design and construction of the Project. Given the conceptual level of design for the project, The Town also reserves the right to amend the scope of work in Attachment A.

5. TERMINATION.

This MOU shall remain in full force and effect for so long as the Parties to this MOU are pursuing funding for the proposed Project or, if awarded, carrying out such Project activities. Any party to this MOU may, however, terminate its participation in this MOU sixty (60) days after providing written notice of such termination to the other party of this MOU. This MOU may also be terminated at any time by agreement of the Parties to this MOU, UNLESS a grant contract is in effect with DOLA. In such case, DOLA must approve such termination and arrangements for completing the Project. Should this MOU be terminated, the Town shall only be required to pay its percentage of any work already completed for the Project at the time that notice is given.

6. RELATIONSHIP BETWEEN PARTIES

The relationship of Region 10 to the Town is that of an independent contractor, in its development and implementation of the Region 10 Broadband Implementation Plan and more specifically the network within the Gunnison County service area pursuant to this MOU. Region 10 is not an agent of the Town and the Town is not responsible for the acts or omissions of Region 10, its officers, employees or agents.

7. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

Region 10: Region 10 League for Economic Assistance and Planning
300 N. Cascade Avenue, Suite 1
Montrose, Colorado 81401

The Town: Todd Crossett, Town Manager
P.O. Box 39
507 Maroon Ave.
Crested Butte, Colorado 81224

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

9. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this MOU shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this MOU shall be valid or binding unless expressed in writing and signed by the Parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this MOU is, or shall be, construed to be a waiver, in whole or part, by the Town of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

10. DELEGATION AND ASSIGNMENT.

The duties and obligations of identified within this MOU shall not be assigned, delegated or subcontracted by Region 10 or the Town without the express written consent of the other party. Subject to the foregoing, the terms, covenants and conditions of this

MOU shall be binding on the successors and assigns of either party.

11. GOVERNING LAW.

This MOU shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this MOU shall be in the State District Court governing Gunnison County, Colorado.

12. COUNTERPARTS: FACSIMILE TRANSMISSION.

This MOU may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the Parties, and all of which shall be construed together as but a single instrument and shall be binding on the Parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

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

IN WITNESS WHEREOF, the Parties herein have executed this Memorandum of Understanding as of the date set forth above.

REGION 10 LEAGUE FOR ECONOMIC ASSISTANCE
AND PLANNING, INC., a Colorado non-profit corporation

By: _____
Michelle Haynes, Executive Director

ATTEST:

Secretary

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

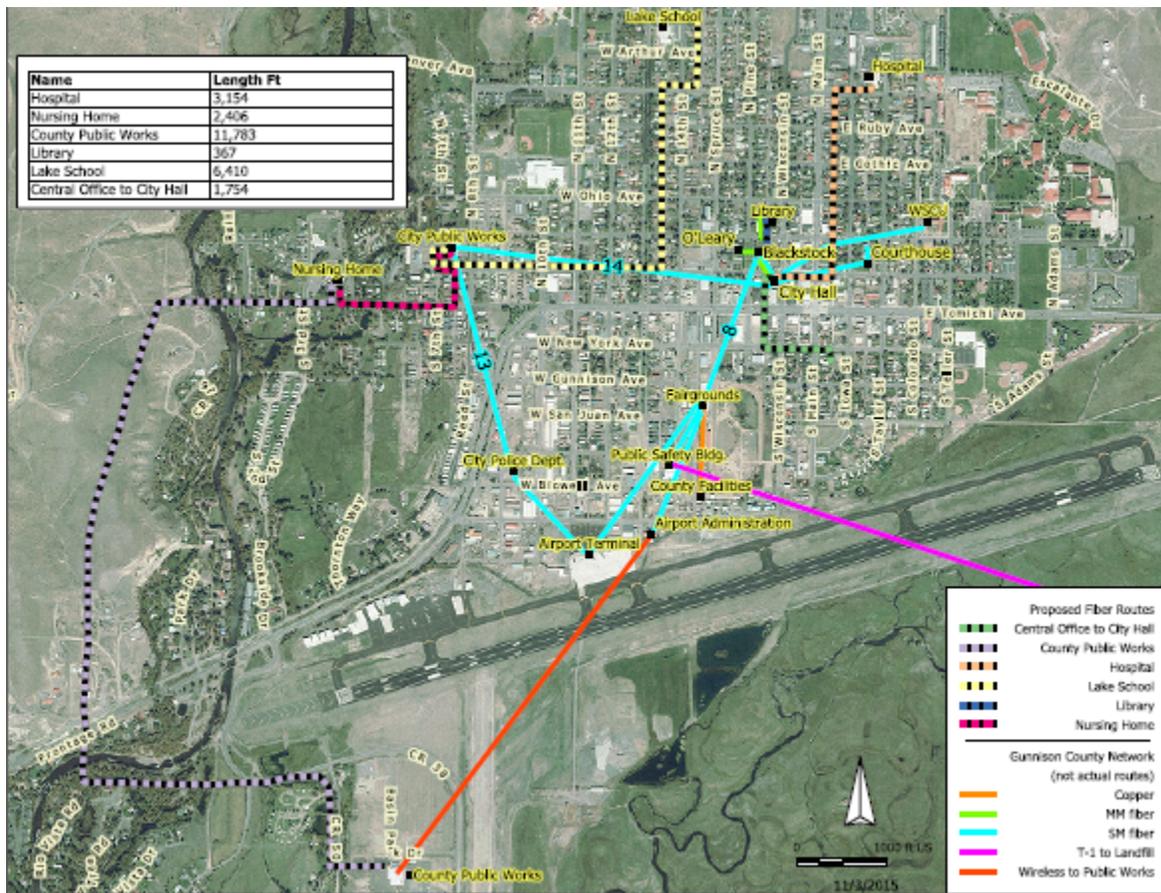
ATTEST:

_____(SEAL)
Lynelle Stanford, Town Clerk

Attachment A Scope of Work for Gunnison County/Region 10 Broadband Project

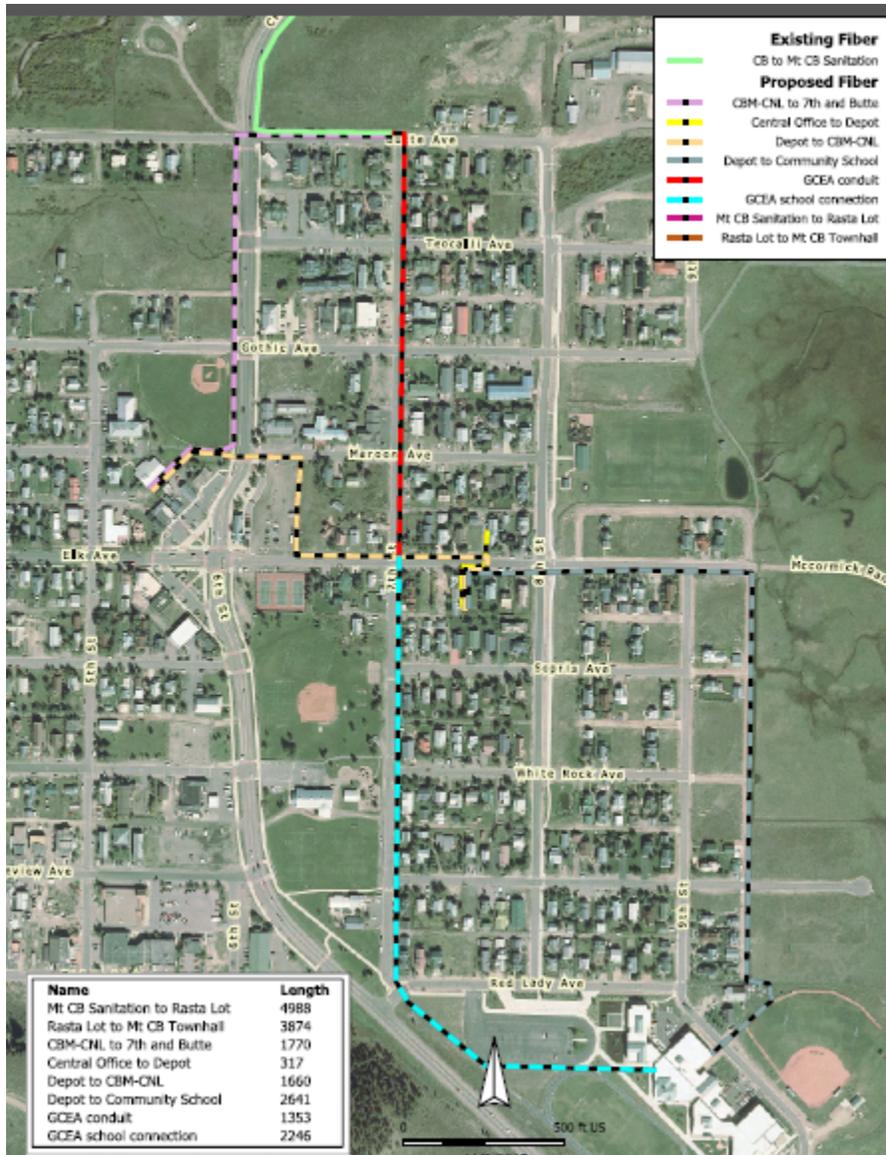
1. Route Network for the City of Gunnison

This plan assumes dark fiber would be obtained between Montrose and Gunnison. The system below provides a plan for connecting to anchor facilities. This system may be modified to utilize private ISP infrastructure to connect to anchor facilities as engineering is further developed. A fallback position if dark fiber is not available between Montrose and Gunnison is to utilize lit fiber owned by CenturyLink between Montrose and Gunnison.



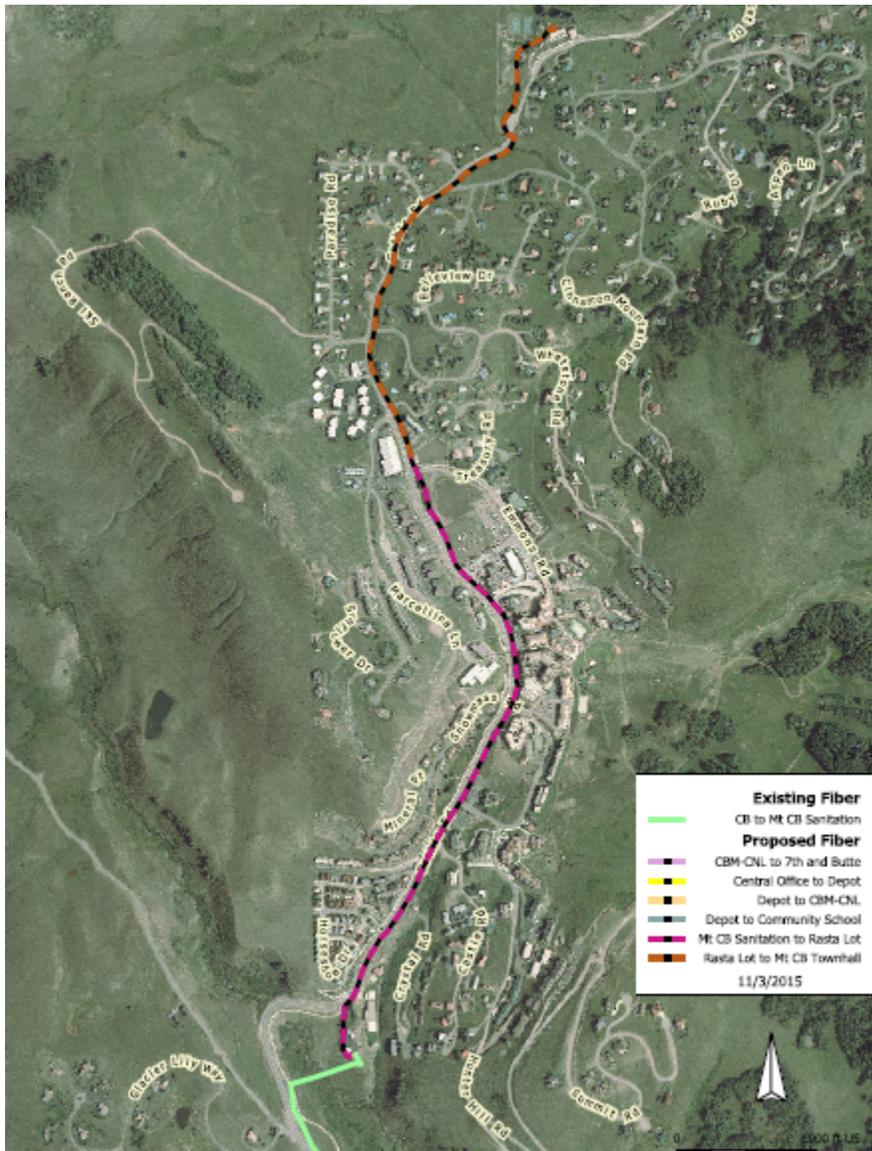
2. Route Network for Crested Butte:

The Crested Butte/Mt. Crested Butte System includes a connection via dark fiber from the City of Gunnison to the CenturyLink Central Office in Crested Butte. From the CenturyLink office, a fiber connection is proposed to the Crested Butte Marshall's Office where a CNL would be located, and there is an option to also connect to the Library. The system is then connected to existing fiber that Gunnison County installed approximately 5-6 years ago between Crested Butte and Mt. Crested Butte.



3. Route Network for Mt. Crested Butte

The system in Mt. Crested Butte will be connected to the existing fiber that Gunnison County installed approximately 5-6 years ago between Crested Butte and Mt. Crested Butte. This dark fiber will link to a new fiber system in Mt. Crested Butte starting at the Waste Water Treatment Plant. Additional fiber connecting from the Waste Water Treatment Plant going up Gothic Road to the Fire Station and the parking lot referred to as the Rasta Lot is part of the proposed project for Mt. Crested Butte. A CNL would also be located in Mt. Crested Butte at a location to be determined as the result of engineering and design.



4. Cost Summary for Project in Gunnison County

Table 1 below summarizes the total cost of the project including the value of the existing fiber that is proposed as a match for the DOLA grant that exists in both Gunnison and also between Crested Butte and Mt. Crested Butte.

Table 1: Total Cost for Gunnison County Project:

Assigned Costs							
Fiber cost per foot (aerial)	\$ 12.00		CNL equipment cost	\$ 25,000.00			
Fiber cost per foot (underground)	\$ 25.00		CNL make-ready (existing building)	\$ 8,500.00			
Fiber IRU cost per mile (in town)	\$ 3,500.00		CNL new construction (shed/cabinet)	\$ 25,950.00			
Fiber IRU cost per mile (long haul)	\$ 1,500.00		Dark Fiber CoLo cost per endpoint	\$ 42,032.00			
Equipment cost per anchor	\$ 5,500.00		Project Management %	7%			
			Construction Management %	15%			

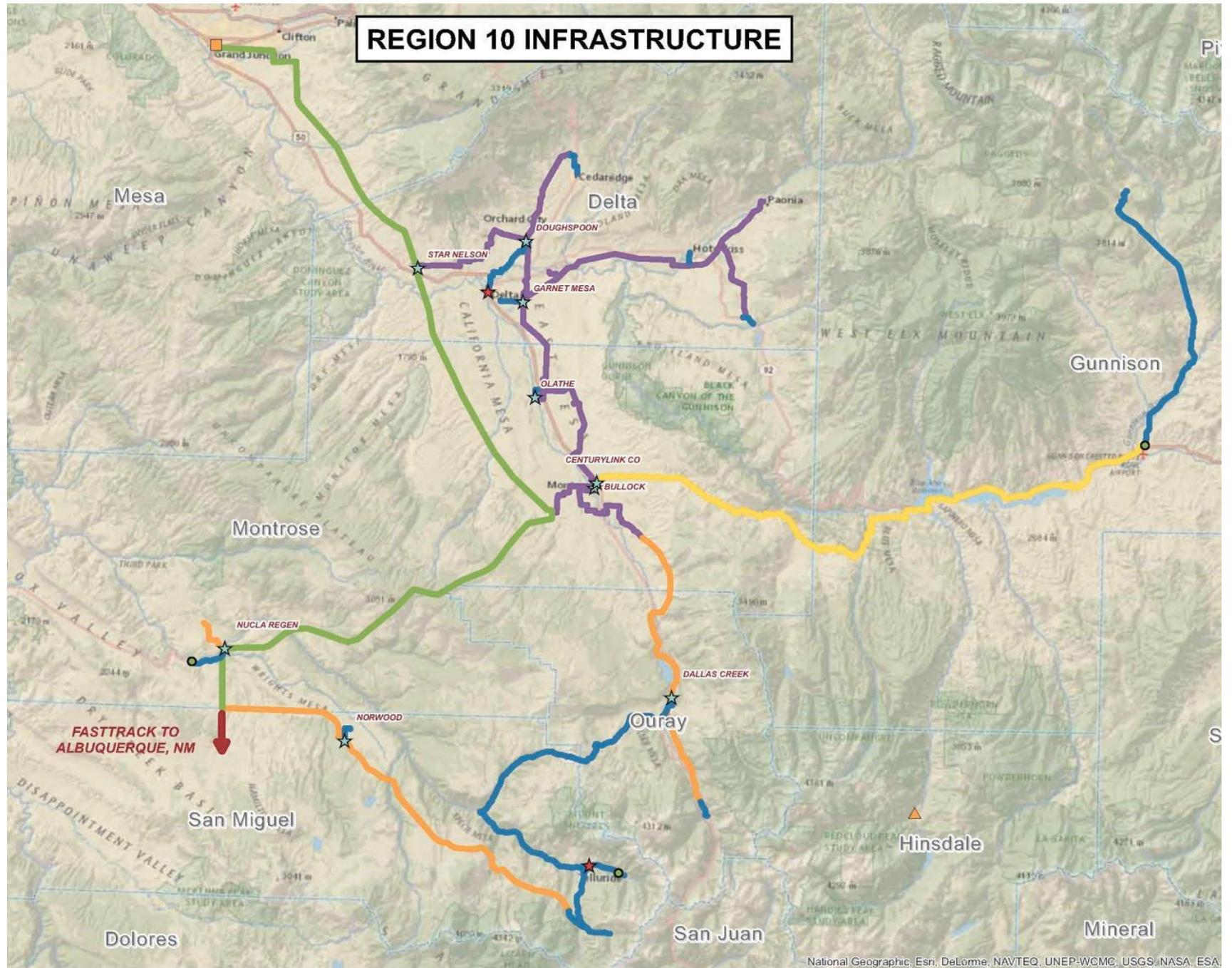
Anchor Name/route	Fiber Length (feet)	Fiber Construction Cost	CNL Build	Dark Fiber Make-Ready	Equipment Cost	PM Cost	Construction Management Cost	Total
Infrastructure Cost (Gunnison)	1,755	105,577	33,500	84,064		15,620	15,837	254,597
Hospital (via City Hall - Main/Iowa alley)	3,155	37,860			5,500	3,035	5,679	52,074
Lake School	6,410	0			0	0	0	0
Library (current location)	375	4,500			5,500	700	675	11,375
Nursing Home	2,406	28,872			0	2,021	4,331	35,224
County Public Works	11,785	0			0	0	0	0
WSCU	2,370	0			5,500	385	0	5,885
City of Gunnison	9,190	0			5,500	385	0	5,885
Gunnison County	500	0			5,500	385	0	5,885
Infrastructure Cost (CB)	1,660	41,500	33,500	42,032		8,192	6,225	131,449
Town of CB	0	0			5,500	385	0	5,885
CB School	2,246	0			0	0	0	0
CB Library	425	10,625			5,500	1,129	1,594	18,848
Infrastructure Cost (MtCB)	1,400	53,580	50,950			7,317	8,037	119,884
Town of MtCB	10,900	0			5,500	385	0	5,885
MtCB Rasta Lot	4,990	124,750			0	8,733	18,713	152,195
MtCB Water & Sanitation		0			5,500	385	0	5,885
Project total	59,567	407,264	117,950	126,096	49,500	49,057	61,090	810,956
DOLA Contribution		203,632	58,975	63,048	24,750	24,528	30,545	405,478
Equipment Match		103,097						103,097
Cash Match		100,535	58,975	63,048	24,750	24,528	30,545	302,381

Table 2 provides the cost split for the purposes of the DOLA grant for Gunnison County and its municipal partners. Refer to the MOU in regard to the proposed match for the Anchor institutions.

Table 2: Cost Split

	Gunnison County	WSCU	Hospital	Library	Gunnison	Crested Butte	Mount Crested Butte	Total
Infrastructure Cost (Gunnison)	\$ 63,649				\$ 63,649	\$ 63,649	\$ 63,649	\$ 254,597
Hospital (via City Hall - Main/Iowa alley)			\$ 52,074					\$ 52,074
Lake School								\$ -
Library (current location)				\$ 11,375				\$ 11,375
Nursing Home			\$ 35,224					\$ 35,224
County Public Works								\$ -
WSCU		\$ 5,885						\$ 5,885
City of Gunnison					\$ 5,885			\$ 5,885
Gunnison County	\$ 5,885							\$ 5,885
Infrastructure Cost (CB)	\$ 32,862				\$ 32,862	\$ 32,862	\$ 32,862	\$ 131,449
Town of CB						\$ 5,885		\$ 5,885
CB School								\$ -
CB Library				\$ 18,848				\$ 18,848
Infrastructure Cost (MtCB)	\$ 29,971				\$ 29,971	\$ 29,971	\$ 29,971	\$ 119,884
Town of MtCB							\$ 5,885	\$ 5,885
MtCB Rasta Lot							\$ 152,195	\$ 152,195
MtCB Water & Sanitation							\$ 5,885	\$ 5,885
Project Total	\$ 132,368	\$ 5,885	\$ 87,298	\$ 30,223	\$ 132,368	\$ 132,368	\$ 290,448	\$ 810,956
DOLA Contribution	\$ 66,184	\$ 2,943	\$ 43,649	\$ 15,111	\$ 66,184	\$ 66,184	\$ 145,224	\$ 405,478
Equipment Match	\$ 25,774				\$ 25,774	\$ 25,774	\$ 25,774	\$ 103,097
Cash Match	\$ 40,410	\$ 2,943	\$ 43,649	\$ 15,111	\$ 40,410	\$ 40,410	\$ 119,450	\$ 302,381

REGION 10 INFRASTRUCTURE





Staff Report

November 30, 2015

To: Mayor and Town Council
Thru: Todd Crossett, Town Manager
From: Rodney E. Due, Director of Public Works
Subject: Energy and Mineral Impact Assistance Program Application
Date: November 23, 2015

SUMMARY: The Town Public Works Department will be applying for funding assistance from the Colorado Department of Local Affairs (“DOLA”) for funding assistance for design of the wastewater treatment plant upgrades scheduled for construction in 2017. The Town will be asking DOLA for \$100,000 of funding assistance to help complete the design of the upgrades in 2016. The total estimated cost of the design is \$250,000.

Background: This funding request is for the design of the wastewater treatment plant upgrades projected in 2016, with construction in 2017. The project is designed to maintain permit compliance, and to meet future effluent limits. The upgrades of the treatment plant are based on a Comprehensive Performance Evaluation completed in March of 2015. The proposed upgrades to maintain permit compliance include; replacing the mechanical bar screen and grit collection system (that are at the end of their useable life), construction of a second oxidation ditch (currently no redundancy, and unable to take off line for maintenance or cleaning), and replace the existing UV disinfection system (no longer serviced by the manufacturer, and has no redundancy as required by CDPHE Policy WPC-DR-1). The second O ditch will also help the system achieve future compliance with Regulation 85 nutrient requirements.

Recommended Action:

Staff recommends a motion “to approve Resolution No. 38, series 2015, a Resolution of the Town Council authorizing the Town of Crested Butte to apply for DOLA Energy and Mineral Impact Funding for the design of the Wastewater Treatment Plant Upgrades.

Proposed Motion: I Move to approve Resolution No. 38, series 2015

RESOLUTION NO. 38

SERIES 2015

RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL AUTHORIZING THE TOWN OF CRESTED BUTTE TO APPLY FOR A STATE OF COLORADO, DEPARTMENT OF LOCAL AFFAIRS ENERGY AND MINERAL IMPACT PROGRAM GRANT FOR THE FUNDING FOR DESIGN OF THE TOWN'S WASTEWATER TREATMENT PLANT IMPROVEMENTS

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

WHEREAS, Colorado Revised Statutes §29-1-201 et seq. and other applicable law authorize local governments to cooperate and contract with other units of government to make the most efficient and effective use of their powers and responsibilities;

WHEREAS, the State of Colorado, Department of Local Affairs (DOLA) has available grants funding for the design of the Wastewater Treatment Plant Upgrades to be designed under DOLA's Energy and Mineral Impact program;

WHEREAS, DOLA is responsible for the disbursement of such funding to successful applicants therefor;

WHEREAS, the Town staff desires to apply from DOLA such grant funding for the purpose of designing the Upgrades to the Town's Wastewater Treatment Plant, and for such reason, recommends that the Town apply for such grant funding;

WHEREAS, the Town Council desires to apply for such grant funding from DOLA, and hereby instructs the Town staff to so apply in order to enable the Town's upgrades to the Wastewater Treatment Plant; and

WHEREAS, the Town Council finds that it is in the best interest of the health, safety and general welfare of the citizens and visitors of Crested Butte for the Town to apply for the grant funding from DOLA for the purpose of causing the design of the upgrades to the Town's Wastewater Treatment Plant.

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

1. **Findings**. The Town Council hereby finds that it is in the best interest of the Town to apply for DOLA grant funding from DOLA's Energy and Mineral Impact program for

purposes of funding the design of the Town's Wastewater Treatment Plant in order to enable the construction of the upgrades to the Town's Wastewater Treatment Plant.

2. **Authorization of Mayor.** Based on the foregoing findings, the Mayor is hereby authorized to apply for the grant funding from DOLA's Energy and Mineral Impact program. Should any formal contract be required for the receipt of such funds, such contract shall be delivered to the Town Council for approval upon recommendation therefore by the Town Manager.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS 30th DAY OF NOVEMBER, 2015.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)