



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

### **Town Council Values**

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

## **AGENDA**

### **Town of Crested Butte**

### **Regular Town Council Meeting**

### **Monday, May 16, 2016**

### **Council Chambers, Crested Butte Town Hall**

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

#### **7:02 APPROVAL OF AGENDA**

#### **7:04 CONSENT AGENDA**

- 1) May 2, 2016 Regular Town Council Meeting Minutes.
- 2) Resolution No. 11, Series 2016 – Resolutions of the Crested Butte Town Council Approving the Award of a Construction Contract for the Resurfacing of the Town’s Tennis Courts to Evergreen Tennis Courts, Inc. in an Amount Not to Exceed \$50,000.00.
- 3) Resolution No. 12, Series 2016 – Resolutions of the Crested Butte Town Council Approving the Award of a Contract for the Performance of Slurry Sealing Services to Foothills Paving and Maintenance, Inc., in an Amount Not to Exceed \$60,000.00.
- 4) Resolution No. 13, Series 2016 –Resolutions of the Crested Butte Town Council Approving the Award of a Consulting Services Agreement for Architectural Services for the Four-Way Transit and Restroom Facilities to Andrew Hadley Architect, P.C., in an Amount Not to Exceed \$25,000.00
- 5) Letter of Support for the City of Gunnison and Gunnison County’s Application to Central Federal Lands for a Federal Lands Access Program Grant for the Construction of the Gold Basin Trail.

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

#### **7:06 PUBLIC COMMENT**

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

#### **7:15 STAFF UPDATES**

#### **7:20 PUBLIC HEARING**

- 1) Ordinance No. 3, Series 2016 - An Ordinance of the Crested Butte Town Council Amending Chapter 13, Article 1 of the Crested Butte Municipal Code to Include Regulations for the Installation of Backflow Prevention Assemblies on Water Supply Systems.

#### **7:30 NEW BUSINESS**

- 1) Presentation by the Environmental Protection Agency on the Proposed Emergency Action Plan for the Standard Mine.

- 2) Discussion and Possible Direction to Staff on the Town Manager Search Process.

#### **8:30 LEGAL MATTERS**

#### **8:40 COUNCIL REPORTS AND COMMITTEE UPDATES**

#### **8:55 OTHER BUSINESS TO COME BEFORE THE COUNCIL**

**9:20 DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE**

- Monday, June 6, 2016 – 6:00PM Work Session – 7:00PM Regular Council
- Monday, June 20, 2016 – 6:00PM Work Session – 7:00PM Regular Council
- Tuesday, July 5, 2016 – 6:00PM Work Session – 7:00PM Regular Council

**9:25 EXECUTIVE SESSIONS**

1) 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).

**10:15 ADJOURNMENT**

**MINUTES**  
**Town of Crested Butte**  
**Regular Town Council Meeting**  
**Monday, May 2, 2016**  
**Council Chambers, Crested Butte Town Hall**

Mayor Michel called the meeting to order at 7:02PM.

Council Members Present: Jim Schmidt, Erika Vohman, Chris Ladoulis, Roland Mason, Laura Mitchell, and Paul Merck

Staff Present: Interim Town Manager Bill Crank, Town Attorney John Belkin, and Town Clerk Lynelle Stanford

Public Works Director Rodney Due, Building and Zoning Director Bob Gillie, Parks and Recreation Director Janna Hansen, and Town Planner Michael Yerman (all for part of the meeting)

**APPROVAL OF THE AGENDA**

Crank requested an addition to the agenda to address a contract issue at the beginning of New Business. Mitchell requested the addition of a discussion concerning the Meadows to Other Business.

Schmidt moved and Mitchell seconded a motion to accept the agenda with the addition of contract discussions to the beginning of New Business and adding a discussion of the Meadows situation under Other Business. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

**CONSENT AGENDA**

- 1) Approval of April 18, 2016 Regular Town Council Meeting Minutes.**
- 2) Approval of Restaurant/Bar Seating on Public Sidewalks for: Brick Oven LTD DBA Brick Oven Pizzeria Located at 223 Elk Avenue; The Sunflower LLC DBA The Sunflower Located at 214 Elk Avenue; B & C Restaurants LLC DBA Elk Avenue Prime Located at 226 Elk Avenue; Vertigo Ventures LLC DBA The Secret Stash Located at 303 Elk Avenue; and Teocalli Tamale Company DBA Teocalli Tamale Located at 311½ Elk Avenue.**
- 3) Approval of Crested Butte Bike Week Special Event Application and Liquor Permits, for June 23 to 26, 2016 to Include the Chainless Race on Friday, June 24, 2016 in the 10 and 100 Blocks of Elk Avenue and the 1<sup>st</sup> and Elk Parking Lot and the Fat Tire 40 on Saturday, June 25, 2016. The Event Venue Would Also Close a Portion of the Chamber Parking Lot from June 23 to June 26, 2016.**

**4) Approval of Paragon People’s Fair Special Event Application for September 3 to 4, 2016 on Elk Avenue, from 2<sup>nd</sup> Street to 4<sup>th</sup> Street, and on 3<sup>rd</sup> Street, from Alley to Alley.**

**5) Approval of Crested Butte Farmers Market Special Event Application on Sundays from June 5 to October 2, 2016 in the 100 Block of Elk Avenue, with the Exception of Sunday, August 7, on Which the Farmers Market will Be Located at Crank’s Plaza to Allow for Arts Festival.**

**6) Approval of SplatterDash Special Event Application for Saturday, July 2, 2016 with the Start and Finish at Totem Pole Park and Route Through Town on Maroon Avenue to 1<sup>st</sup> Street to Butte Avenue, 6<sup>th</sup> Street, and Back to Totem Pole Park, With a Shorter Route Also Using 3<sup>rd</sup> Street from Totem Pole Park.**

**7) Approval of Resolution No. 9, Series 2016 - Resolutions of the Crested Butte Town Council Approving the Award of the 2016 Tennis Courts Parking Area Paving Project Contract to Oldcastle SW Group, Inc., dba United Companies in an Amount Not to Exceed \$40,000.00.**

**8) Approval of Resolution No. 10, Series 2016 - Resolutions of the Crested Butte Town Council Approving the Consulting Services Agreement with JVA, Incorporated for the Performance of the Avalanche Park Campground Civil and Transportation Engineering Due Diligence Study.**

Schmidt requested the removal of item number 8. It was moved to the end of New Business. Crank stated there was a change to the minutes, number 1 under New Business, concerning if he confirmed the County would re-pay \$6,750. It was struck.

Vohman moved and Merck seconded a motion to approve the Consent Agenda with the exception of number 8. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

### **PUBLIC COMMENT**

Benjamin Swift – 169 Slate River Drive in Riverbend

- Stated he was a proponent of eliminating single use bags in Crested Butte.
- He worked with Vohman and Merck, and they outlined what they wanted to see in an ordinance.
- He said that plastic bags remained in nature for centuries, and paper bags were not better alternatives.
- He explained they wanted to start in ordinance in June or July to start phasing out paper and plastic bags by assessing a \$.25 fee. By June or July of 2018, they wanted a full out ban on all single use bags.
- Swift said people would use compostable dog waste bags instead of plastic, and the ban would encourage the use of renewable options.
- They surveyed stores, and 75% were in favor of a plastic bag ban.

- Swift asked the Council to consider drafting an ordinance.
- Michel asked the Council if they wanted to place the item under Other Business to direct Staff to work on the ordinance. Michel explained the process of passing an ordinance to Swift.

Anne Moore

- Cited issues that were happening at the Meadows related to a culvert that became a Town project.
- Stated that there had to be a general attitude shift that every block mattered.
- They should not rip up natural beauty for progress.
- Referred to hiring a new Town Manager, and said the Council needed to pick someone who would start projects and finish them correctly.

Shelley Popke – 622 Teocalli

- Referring to the Meadows, she stated the project affected the whole block between 6<sup>th</sup> and 7<sup>th</sup> Streets.
- She thanked the Council and Staff for meeting with Meadows' property management.
- The HOA clearly specified the issues which included: 1) pooling of water in walkways leading up to the buildings; 2) the grade of the ground tilted downward to the building causing water to drain into crawl spaces; 3) and landscaping aesthetics issues.

Crank said he met with Popke and Property Manager, Rob. They were planning on meeting again to see if they could work out the problems. Popke specified she didn't have expertise in engineering or landscaping. Crank said the HOA should decide whom would best communicate.

Gabi Prochaska

- She said as they set out, there was the tendency to say that plastic bags were bad, so paper bags were used.
- Stated that any single use bag had an incredible environmental impact.
- To make a change, reusable bags had to be used.

## **STAFF UPDATES**

Lynelle Stanford

- The deadline for proposals for the Town Manager search would be this upcoming Friday.
- Mentioned special events that would be on an upcoming agenda.
- Russ Forrest organized a meeting on special events. Attendees included representatives from the Chambers of Commerce, CBMR, and BLM. Stated that it appeared that the entire valley would be busy with special events this summer.
- The County hosted a demonstration at Town Hall of the new voting equipment last week.

#### Janna Hansen

- Spring soccer started today.
- They were working hard to prepare parks for the summer.
- They would be power washing Elk Avenue.
- She was hoping the weather allowed for irrigation next week.
- They had a pre-bid meeting for the tennis courts resurfacing. The deadline for submittals would be Friday.
- Michel wondered when the tennis courts resurfacing would be done, and Hansen hoped before the 4<sup>th</sup> of July.

#### Rodney Due

- They were working on Old Town Hall to include work on the shingles. They would re-route the busses from the 3<sup>rd</sup> to the 5<sup>th</sup> (of May).
- They would start painting Old Town Hall on the 9<sup>th</sup>, and busses would be re-routed as necessary. He added they might need to close the public bathrooms during that time for safety reasons.
- They would start upstairs in the Clerk's Office for carpeting in Town Hall.
- GCEA wanted to plan a grand opening at the charging station once the lot was paved.

#### Bob Gillie

- Put out the RFP for architectural services for the 4-Way transit center re-do. Staff felt confident on whose proposal they would recommend to Council. He thought they would probably start meeting in June for the design. The contract for services would be on the agenda for May 16<sup>th</sup>.
- They were looking to have a formal submittal from the Center for the Arts in June.

#### Michael Yerman

- The turn out for the housing training class was good.
- May 9<sup>th</sup> would be the application deadline for lots in Blocks 79 and 80.
- Mentioned there would be a horse installed in the Academy Lot, which was privately owned. The horse was donated to the Center, and by the time the Center would be completed, he hoped to have a public arts policy in place.

#### Janna Hansen

- Told the Council to expect to see construction at the tennis courts for the retaining wall starting this week or next.

#### Bill Crank

- Had been working through issues with the County. One issue would be discussed under New Business, and the other was related to Foxtrot pertaining to the 201 and IGA.

- Was working with department heads, and there had been some urgent types of meetings.
- Rozman would be back tomorrow, and they would start reviewing proposals.

## **NEW BUSINESS**

### **1) Discussion on Plastic Bag Ban – Follow up from Public Comment**

Merck and Vohman concurred they wanted to direct Staff to work on an ordinance on a bag ban. Michel asked what they were directing Staff to look into. Vohman stated they would work on an acceptable ordinance to pitch to the Town. Merck referenced a letter Swift provided to the Council, and he pointed out that it focused on the single use bag. Belkin thought that sister municipalities could have something that made sense. Mason asked if they wanted to consider (banning) single use bags or just plastic bags. Swift said it was a broad spectrum what other towns had. Ladoulis asked if he wanted to see an ordinance that was reaching across and was not just a plastic bag ban, which Swift confirmed. Schmidt did not want another work session; he wanted to trust the committee to give them a proposal. They could make amendments. Michel confirmed they directed Staff to start the bag ordinance process.

### **2) Follow up from Interim Town Manager, Bill Crank, on Contract with Coal Creek Watershed Coalition (CCWC).**

Crank reminded the Council, at the April 18<sup>th</sup> meeting, that they authorized payment to CCWC for studies on the standards in Coal Creek. Since that time, in dealing with the County, they were not agreeable to entering into a contract with CCWC. Crank wanted to confirm with the Council that they authorized covering the entire \$13,500, and if they couldn't work it out with the County, the Council would go in without the County to finish the studies. If not, the Council would have to put up a motion or give further direction. Mason asked if the County would go out and independently get another consultant. Crank could not answer. Michel clarified that the County would pay half, but it depended on the contractor. Crank said (they would contribute) if they agreed to the entity that was receiving the money. Michel confirmed it depended on to whom the check was made out. Crank summarized and said they would proceed based on the award at the meeting on April 18<sup>th</sup>.

### **3) Discussion and Appointment of Short-Term Rental Committee Members.**

Gillie began by explaining that a month ago the Council decided to form a committee to make recommendations to the Council on how to regulate short-term rentals in Town. They advertised for committee members. Two property managers and ten citizens applied.

First, the question was how many citizens at large to appoint to the committee. They could change from the original idea of two citizens to three. Gillie then explained the system that would be used for voting. Michel thought it would be appropriate to appoint

three citizens. Vohman suggested they reduce the property managers to one, and then increase the citizens to three. Mitchell noticed that not every applicant lived in Town, and she wondered if they needed to have an address in Town. Michel said they could discuss once they decided upon the number. Gillie didn't think that having three citizen appointees would hurt the process. The Council agreed to appoint three committee members.

Michel reviewed the process for voting, and the Council used ballots to cast their votes.

Ladoulis moved and Merck seconded a motion to appoint Ryan, Hassebroek, Ellis, Escalante, and Fenlon to the Short Term Rental Committee. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

**4) Ordinance No. 3, Series 2016 - An Ordinance of the Crested Butte Town Council Amending Chapter 13, Article 1 of the Crested Butte Municipal Code to Include Regulations for the Installation of Backflow Prevention Assemblies on Water Supply Systems.**

Due explained the ordinance was a housekeeping measure. Colorado Primary Drinking Water Regulations established legal authority and a compliance approach. The ordinance gave authority if Town had to do surveys. It was relevant to multi-family uses under a single tap, and a single tap home with an ADU. Due had to show the State that Town was moving forward.

Per Ladoulis's request, Due gave a layperson's description of backflow and what they were mitigating with the ordinance. Due explained it was to protect the integrity of water in the distribution system; water could only go one way and couldn't go back the other way.

Schmidt questioned how much a valve would cost. Due said it was not hugely expensive, but the expense came in annual maintenance and inspections. Schmidt asked how soon people would have to install. Due answered the State said 120 days, but Town would be more stringent. He expected they would give people a 30-day notice.

Mitchell moved and Merck seconded a motion to set Ordinance No. 3, Series 2016 for public hearing at the May 16<sup>th</sup>, 2016 Council meeting. **Motion passed.**

**5) Discussion and Possible Approval of 4<sup>th</sup> of July Special Event Application for the Parade Closing Elk Avenue in its Entirety and Festivities on Elk Avenue at 3<sup>rd</sup> Street from Maroon Avenue to Sopris Avenue on July 4, 2016.**

Eliza Cress was present on behalf of the Chamber. She mentioned she was officially taking over for Ochs as the Executive Director at the end of the month. Michel explained the event was going to be on the Consent Agenda, but the Council should discuss an event that was bringing 15,000 people to Town.

Vohman noticed the section of the application referring to a recycling plan, and she asked Cress to explain details. Cress said they would dispose of waste properly, and they would provide the amenities to do so. Ladoulis questioned the Staff recommendation disallowing four-wheel drive vehicles to climb over each other. A short discussion ensued about the reason why it was included in the recommendation.

Next, Michel questioned the estimation of 15,000 people. Cress explained the Chamber used drone footage last year to figure the number of people in one block. Then, they multiplied it by the number of blocks. She added that they were not promoting the 4<sup>th</sup> of July. Michel asked if the event was reaching the maximum number of people. Cress agreed there was no need to cram more people onto Elk. Crank identified that there was a carrying capacity in the valley for campers, and he thought they should start considering the carrying capacity of Elk Avenue. Michel said as Town became more popular and grew, they had to have hard conversations about how many people were coming to Town over critical days, particularly concerning emergency services and wastewater. Crank said they could limit the number of vehicles coming into Town. He reminded the Council of land at the Skyland turn-off.

Schmidt wondered about the limitation of not allowing items to be thrown from floats. Cress said they had an agreement signed with float organizers that they needed to have two people on either side of the float handing out items. The Chamber could revoke their ability to participate if they were in violation.

Ladoulis asked Cress to encourage people to park in the school parking lot. He suggested they make prominent parking signs, or institute a program to get people to park at the school. Lastly, Michel asked if the location of the porta potties near the Fire Station worked. Cress said they used signs to direct people, and the location worked well.

Schmidt moved and Ladoulis seconded a motion to approve the 4<sup>th</sup> of July special event application for the parade closing Elk Avenue in its entirety and festivities on Elk Avenue at 3<sup>rd</sup> Street from Maroon Avenue to Sopris Avenue on July 2, 2016. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

**6) Resolution No. 10, Series 2016 - Resolutions of the Crested Butte Town Council Approving the Consulting Services Agreement with JVA, Incorporated for the Performance of the Avalanche Park Campground Civil and Transportation Engineering Due Diligence Study.**

Schmidt acknowledged they budgeted \$15K. He didn't like how consultants looked at the budget and that's how they bid. He asked if it was sent to other people, and Yerman said it was not. Yerman arrived at the price by working with JVA on the scope of work. The access issue was a big one, and they would be able to provide real numbers. He said Town would have a representative to go to CDOT to defend it. Schmidt confirmed they were also doing estimates on utilities. Yerman said the only things not included were construction documents for new access. Schmidt asked if they were getting a plan. Yerman said it would be a conceptual plan. It would not be engineered, but CDOT

would look at it and approve the permit. Schmidt said they had not talked about whether it would be temporary camping or a summer worker site. Yerman would run the numbers for both. He said it was a couple year process.

Schmidt moved and Mason seconded a motion to approve Resolution No. 10, Series 2016. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

### **LEGAL MATTERS**

Belkin had been working with County attorney, David Baumgarten, and Barbara Green on Mt. Emmons. Coal Creek Watershed Coalition had also been involved. They had been going back and forth with Freeport for escrow on the wastewater treatment plant.

Also, they had been working on a map of real estate interests in the Emmons Basin. They had gone through property interests, and they were quite complex. They had also been able to determine some of the claims by meeting with the Bureau of Land Management and the Forest Service to go over maps. They would refine maps further and send off to Freeport. They would start to see more traction and information to report with the MOU. Freeport hadn't done a whole lot yet. They were waiting for the snow to melt. Once they could get on the mountain, they could see what was up there.

### **COUNCIL REPORTS UPDATES AND COMMITTEE UPDATES**

Laura Mitchell

- Had been contacted by the Chamber based on comments she had made. She said Ladoulis was contacted, too.

Roland Mason

- There would be a RTA meeting on Friday.
- He had a Mountain Express meeting. Michel questioned the funding for the Gothic bus. Mountain Express received a letter from Rocky Mountain Biological Laboratory (RMBL) indicating they would not help to fund the service. It was now considered a part of the existing service. The service was set up to bring kids to Gothic for summer camp. They tabled the discussion at the meeting because only three people were in attendance. Mason said he would come to Town to discuss how they felt about running service to RMBL. Michel stated the County did road improvements on Gothic Road in order to have better bus access. He thought it would send a poor signal to take away service. Mason had to check for Michel to determine if RMBL would still fund the kids' bus.

Erika Vohman

- Attended a noxious weed meeting that was run by Hansen. She thought Hansen was doing a great job. She thought they would probably spray rights of way for weeds. They would also work on Big Mine, the cemetery, and all of the alleys. Along with the committee, Hansen was working to draft a document for the Council to approve.

Glenn Michel

- Would be attending a One Valley Prosperity Project (OVPP) meeting on Wednesday. They would unveil the action plan.
- OVPP requested to speak in front of the Council.
- He would attend a RTA meeting on Friday.

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

Michel asked the Council if the Meadows situation was adequately discussed. Mitchell thought they could offer trees or bushes. She said it used to look nice. Crank recalled the Town did the same thing on Whiterock with the Halazon Ditch. It, too, was an irrigation ditch and not a drainage ditch. It was basically an irrigation system, and putting in a pipe was more efficient than leaving it open. He thought they ought to try to make realistic concessions without completely re-vegetating or re-landscaping the whole thing. There were also problems inherent with the site itself. He thought it was silly to ignore complaints, and they would see what they could come up with even though it was on private property. Michel asked Crank to report back to the Council.

Schmidt told everyone to vote tomorrow in the Gunnison Met Rec District election.

Schmidt referred to a letter in the packet concerning Vinotok. Michel explained the letter said the Vinotok Council would be meeting May 16. The discussion on the location of Vinotok would be the first meeting in June.

Schmidt stated the Chamber was supposed to provide an update on financials. He would like the report before Ochs left. Michel said he told Ochs he could introduce Cress, but he agreed they needed to hear how the Chamber was faring.

Michel mentioned the upcoming Town Clean-Up Day. He encouraged the Council to attend.

Vohman suggested they get legislation drafted to keep condos from being converted into big homes. Belkin remembered the question came up during the discussion of the Eleven property. Ladoulis said the discussion was around depleting the supply of potential rentals and/or housing. Belkin explained the Council could regulate land use based on impact but not ownership pattern. He suggested that he meet with Crank and Gillie. Mason said they should throw in two story basements. Michel asked what the direction was to Staff. Schmidt agreed they should have Gillie look into it. Michel summarized the concern was if a person wanted to buy a four-plex and turn it into a private residence. Belkin reiterated they should get an idea from Gillie, possibly before the next meeting. Michel said they needed to find out if it was worthwhile to pursue.

Vohman thought the holiday party was fun, but there could be better parties with more money. She said they could reap money from vending machines. She thought it was a serious proposal to make money. Crank said he would investigate.

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

- Monday, May 16, 2016 – 6:00PM Work Session – 7:00PM Regular Council
- Monday, June 6, 2016 – 6:00PM Work Session – 7:00PM Regular Council
- Monday, June 20, 2016 – 6:00PM Work Session – 7:00PM Regular Council

Schmidt mentioned he would be gone for the next meeting.

**ADJOURNMENT**

Mayor Michel adjourned the meeting at 8:48PM.

---

Glenn Michel, Mayor

---

Lynelle Stanford, Town Clerk (SEAL)



# Staff Report

May 16, 2016

**To:** Mayor and Town Council  
**Thru:** Bill Crank, Town Manager  
**From:** Janna Hansen, Parks and Recreation Director  
**Subject:** Resolution No. 11, Series 2016 – Resolution of the Crested Butte Town Council Approving the Award of a Construction Contract for the Resurfacing of the Town's Tennis Courts to Evergreen Tennis Courts, Inc. in an Amount Not to Exceed \$50,000.00.

**Attachment:** Bid Award Document

---

**BACKGROUND:** In July of 2015 construction was completed on the GOCO-funded Town Tennis Court Reconstruction Project by Renner Sports, Inc. Bubbling and delamination of the surface material was visible upon the initial post-construction walk-through and became worse with summer rains. Town Staff and the Town Attorney engaged Renner Sports to correct the defect using specifications recommended by the United States Tennis Association and other tennis court builders in Colorado. Renner declined to perform the corrective measures per recommended specifications and the Town chose to put the work out for bid to another contractor. A Request for Proposals was posted on the Town's website and in the Crested Butte News and Gunnison Times. One bid was received from Evergreen Tennis Courts, Inc. in the amount of \$46,235.00. The Town has withheld final payment to Renner Sports in the amount of \$46,369.30 to correct the failing surface. Upon review of the bid from Evergreen, Town staff determined that the bid amount, project approach, and schedule are acceptable and that Evergreen is qualified to perform the requested scope of work. Evergreen was the sole contractor to attend an on-site pre-bid meeting on April 22, 2016.

**RECOMMENDATION:** Staff recommends awarding the Tennis Court Resurfacing Project to Evergreen Tennis Courts, Inc. in an amount not to exceed \$50,000.00.

**PROPOSED MOTION:** I move to award the Tennis Court Resurfacing Project to Evergreen Tennis Courts, Inc. in an amount not to exceed \$50,000.00 and to authorize the Town Manager to sign the agreement.

**RESOLUTION NO. 11**

**SERIES 2016**

**RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE AWARD OF A CONSTRUCTION CONTRACT FOR THE RESURFACING OF THE TOWN'S TENNIS COURTS TO EVERGREEN TENNIS COURTS, INC. IN AN AMOUNT NOT TO EXCEED \$50,000.00**

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

WHEREAS, the Town staff recommends, after conducting a competitive bid process, to award a construction services contract for resurfacing the Town's tennis courts in an amount not to exceed \$50,000.00 (the "**Project**") to Evergreen tennis Courts, Inc. (the "**Contractor**");

WHEREAS, following the Town staff recommendation, the Town Council desires to award the construction services contract for the Project to Contractor pursuant to the terms and conditions for the performance of the Project set forth in the contract attached to these Resolutions; and

WHEREAS, the Town Council finds that it is in the best interests of the health, safety and general welfare of the citizens and visitors of the Crested Butte to award the construction services contract for the Project to Contractor, and in connection therewith, adopt and execute the contract referenced herein.

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 entering into a contract for the construction of the Project with Contractor in an amount not to exceed \$50,000.00 is in the best interest of the Town.

2. **Approval; Authorization**. Based on the foregoing, the Town Council hereby approves the construction services contract with Contractor in substantially the same form as attached hereto as **Exhibit "A"**. Any changes thereto shall be made only following approval by the Town Attorney. The Mayor and Town Manager are hereby authorized to execute said Contract and any associated documentation in connection therewith.

3. **Funding**. Funding for the Project has been provided for by way of Town Capital Fund.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS \_\_\_\_  
DAY OF \_\_\_\_\_, 2016.

TOWN OF CRESTED BUTTE, COLORADO

By: \_\_\_\_\_  
Glenn Michel, Mayor

ATTEST

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

(SEAL)

**EXHIBIT “A”**

**Construction Services Documents**

[attach here]

## **I. INVITATION TO SUBMIT PROPOSALS**

Date of Request: March 31, 2016

**Due Date for Proposals: 1:00 pm, April 29, 2016**

The Town of Crested Butte, Colorado, respectfully requests proposals for the Tennis Court Resurfacing Project from qualified contractors (“Contractors”). The selected Contractor will perform the specifications as outlined in this request for proposal (the “RFP”).

**Four (4) copies of the sealed proposal must be submitted and received at the Cashier’s Desk located at the Town Hall and shall be addressed as follows:**

**Parks and Recreation Department  
Town of Crested Butte  
507 Maroon Avenue  
P.O. Box 39  
Crested Butte, CO 81224  
Town of Crested Butte Tennis Court Resurfacing Project  
Attention: Janna Hansen, Parks and Recreation Director**

**Include in the sealed submission, (1) one electronic copy of the proposal in .pdf format on a compact disk or external drive.**

All proposers are invited to submit questions, attention Janna Hansen, Parks and Recreation Director: (970) 349-5338; [jhansen@crestedbutte-co.gov](mailto:jhansen@crestedbutte-co.gov). Please register with the Parks and Recreation Director if you would like to be copied on replies to all questions submitted.

No proposals received after the due date and time for proposals shown above will be considered, and any proposals so received shall be returned to the Proposer unopened without consideration by the Town under any circumstances. Sole responsibility rests with the Proposer to see that its proposal is received on time at the stated location.

Any modifications or withdrawal of a proposal, prior to the date and time specified, is subject to the requirements in Part III of this RFP, INSTRUCTIONS AND PROPOSAL REQUIREMENTS.

The Town reserves the right to reject any and all proposals or any part thereof, to waive any formalities or informalities and further, to award the services to the most responsive and responsible Contractor, according to the Town’s evaluation and as deemed to be in the best interest of the Town. The Town may opt to conduct interviews at its own discretion following the proposal deadline.

Proposals must meet or exceed requirements contained in this RFP.

This RFP will be distributed as follows:

Directly to the following firms by the project manager identified in Part III of this RFP. Other firms will not be precluded from submitting proposals and may be considered. To request a copy of the RFP, please contact the project manager.

- Evergreen Tennis Courts, Loveland, CO
- Coatings, Inc., Arvada, CO

- Sport Courts of the Rockies,

- By posting through the Town's homepage: [www.townofcrestedbutte.com](http://www.townofcrestedbutte.com)

- By publication in the Crested Butte News and Gunnison Times on April 7 and April 14, 2016.

## **II. PROJECT BACKGROUND, DESCRIPTION AND MINIMUM SCOPE OF SERVICES**

### **A. Project Background and Description**

#### **1. PROJECT BACKGROUND**

The Town of Crested Butte, CO (the Town) is soliciting bids for the resurfacing of the Town tennis courts in Crested Butte. Thirty-five-year-old asphalt courts were overlaid with a post-tensioned concrete slab in the fall of 2014 and were surfaced in the spring of 2015. The surface has since failed and the Town is seeking a qualified tennis court resurfacers (Contractor) to complete the resurfacing of these courts.

#### **2. PROJECT DESCRIPTION**

The Town is seeking resurfacing of (3) post-tensioned concrete courts that meet United States Tennis Association (USTA) specifications. The footprint of the courts is 121' x 180' for a total surface area of 21,780 sq. ft. The Contractor shall provide all labor, equipment and materials necessary for this resurfacing; layout and striping for Quickstart Blended lines on each court; and (6) entrance gates.

It should be noted that the Town of Crested Butte resides at roughly 9,000 feet above sea level in the Rocky Mountains. Submitter should be familiar with and consider issues, such as weather and climate, at elevation in preparing proposal.

The Town anticipates that snow will be melted from the site in April of 2016 with resurfacing to commence in late June when weather and temperatures are optimal.

#### **2. OBJECTIVES OF PROJECT**

It is the Town's objective to select the most qualified Contractor and most economical approach to resurfacing tennis courts.

#### **3. PROJECT SCHEDULE**

Proposers shall submit a proposed schedule and timeline as part of the bid package.

As a guideline, the Town anticipates the following schedule:

3/30/16	RFP published
4/18/16	Pre-bid meeting on site
4/29/16	Deadline to submit bids 1:00 pm at Town Hall in Crested Butte. The Town may opt to conduct interviews following the bid deadline

5/16/16	Bid awarded by Town Council at its regular meeting
6/20/16	Resurfacing commences
7/8/16	Last date to complete prior to liquidated damages

**B. Minimum Scope of Services**

**1. Scope of Work**

Project shall include all labor, equipment and materials necessary to resurface and stripe (3) public tennis courts, and replace (6) entrance gates.

**2. Location**

All three of the tennis courts to be resurfaced are located within Town Park on the corner of 6<sup>th</sup> Street and Elk Avenue in Crested Butte.

**3. Work Schedule**

Work schedules to be coordinated with and approved in advance by the Town. Work shall only be performed when current and forecast weather conditions are consistent with product manufacturer's specifications.

**4. Public Safety**

Contractor shall take all necessary precautions to protect the public including staff to keep park users away from contractor trucks and equipment and provide all traffic control required to perform the work.

**5. Dust Mitigation**

Contractor shall take all necessary precautions to protect the courts from dust contamination during the resurfacing project and provide all materials and equipment necessary for mitigation.

**6. Court Resurfacing Products.**

A list of proposed materials including a product description and technical specifications is to be submitted with the bid documents.

All materials, including court crack filler, patching, primer, resurfacing and color course materials shall be applied per manufacturer's specifications. Contractor to specify the application rate for each coat of resurfacer and color coating in advance of application.

**7. Court Resurfacing**

**a. Preparation:**

- i. Shot blast or mill off the existing acrylics down to the concrete to remove the acrylics and develop a good profile of the concrete surface.
- ii. Thoroughly clean the concrete surface.
- iii. Acid etch the concrete.

**b. Patching:** Contractor shall flood surface of courts with water. All areas holding 1/8" of water or more for more than one hour after flooding shall be patched with acrylic patch binder. All patches will be sanded level with surrounding court.

**c. Crack Repair:** Fill all cracks 1/16" or greater with acrylic crack filler. All filled cracks will be sanded level with surrounding court.

**d. Epoxy Primer:** Apply Ti-Coat epoxy primer per manufacturer's specifications.

- e. **Acrylic Resurfacer Course:** Apply one coat of acrylic resurfacer, a concentrated and pigmented emulsion fortified with silica sand to provide a leveling and filler coat for succeeding color applications. All color coats shall contain sand.
- f. **Acrylic Color Course:** Apply two coats of multi-purpose color plus silica sand to provide a tough, durable, textured playing surface for slow play.
- g. **Colors:** to match existing
- h. **Playing Lines:**
  - i. Layout and stripe the tennis courts with (2") textured white lines in accordance with the USTA specifications for doubles play. Use line tape sealer as a prime coat for crisp edges.
  - ii. Layout and stripe Quickstart Blended Lines on each court with (1) 60' court and (2) 36' courts on each regulation 78' court in accordance with the USTA specifications.
- i. **Entrance Gates:** Replace the (6) existing entrance gates with gates that do not allow balls to pass through gaps between the gates and fence.

#### **8. Warranty**

Contractor shall warrant the completed resurfacing to be free of significant defects in workmanship and material for a period of one year from date of completion of the work.

#### **9. Cleanup**

Contractor shall clean up job related debris or spills and leave the courts ready for play.

### **C. Qualification Requirements**

Work is to be performed by a contractor with a minimum of ten (10) similar, successfully completed projects within the past five (5) years. Contractor will be a member of the American Sports Builders Association and will have a Certified Tennis Court Builder on staff.

### **D. Submittals**

Proposals shall include:

- Discussion of project approach
- Proposed timeline of activities
- Surfacing specifications
- Organizational information:
  - Organizational background and overview. Organization's knowledge and expertise in providing the services required and experience with similar projects with similar challenges, such as elevation and mountain environment.
  - Background and technical expertise of persons and any partners directly involved in the project.
  - Provide examples of, and references for, the last three projects of this type, similar in nature, size and scope along with references and contact information for each.
- A not-to-exceed price based on scope of work described above. Price qualifications shall include a breakout of the main facets of the work with the estimated number of hours and dollars associated. Also include the estimated number of hours and dollars associated with any potential additions to the project that you might foresee, as well as a schedule of hourly rates for the members of the team. All fees will be considered by the

Town to be negotiable based on the final scope of services and deliverables. The Town reserves the right to revise the Scope of Work through the negotiating process.

### III. INSTRUCTIONS AND PROPOSAL REQUIREMENTS

DATE: May 12, 2016

Project: Town of Crested Butte Tennis Court Resurfacing Project

Project Manager: JANNA HANSEN, PARKS AND RECREATION DIRECTOR  
Town of Crested Butte  
507 Maroon Avenue  
P.O. Box 39  
Crested Butte, CO 81224  
Email: JHANSEN@CRESTEDBUTTE-CO.GOV  
Phone: (970) 349-5338

Sealed proposals including (4) hard copies and one electronic copy will be received at the office of the Town Clerk, Crested Butte Town Hall, 507 Maroon Avenue, Crested Butte, Colorado 81224 until **1:00 am, MT on April 29, 2016**. Proposals shall be enclosed in a sealed envelope and addressed to the Parks and Recreation Director, Town of Crested Butte, Colorado, and marked "TOWN OF CRESTED BUTTE TENNIS COURT RESURFACING PROJECT".

Length of time proposals shall remain open: 60 days after the date of the proposal opening.

#### PART 1 - INSURANCE REQUIREMENTS

The Successful Contractor shall carry the insurance specified in Article IX of the Standard Form of Design/Build Agreement, which is included as Exhibit A with this request for proposal, and shall submit proof of such insurance when delivering the executed Contract to the Town of Crested Butte. The Town shall be named as an additional insured on the specified liability insurance policies and certificates of insurance. Insurance certificates required for this project shall be sent or delivered to The Parks and Recreation Department Attention: Janna Hansen.

#### PART 2 - DEFINED TERMS

When used in this RFP, the following terms shall have the following meaning:

2.01 "Addenda" or "Addendum" means a clarification or modification to this RFP issued by the Town according to Section 6.01 of these instructions.

2.02 "Agreement" means the Standard Form of Design/Build Agreement, which is included as **Exhibit A** to this request for proposal.

2.02 "Contractor" or "Contractors" means entities responding to this RFP.

2.03 "Project" means The Crested Butte Tennis Court Resurfacing Project as more specifically described in Section II of this RFP.

2.03 "Project Manager" means Janna Hansen, Parks and Recreation Director, Town of Crested Butte.

2.04 “RFP” means this Request for Proposal, dated May 12, 2016, for the Crested Butte Tennis Court Resurfacing Project.

2.05 “Successful Contractor” means the best qualified, responsible Contractor whom the Town makes an award on the basis of the Town's evaluations as hereinafter provided.

### PART 3 - CONTRACT DOCUMENTS

3.01 Project Background, Description and Minimum Scope of Services are included in Section II of this RFP. Any deviation from the minimum scope of services outlined therein **MUST** be noted in detail and submitted in writing within the proposal. Alternative work proposals should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of any alternative work proposals will hold the Contractor strictly accountable to the project requirements as written herein. Failure to submit alternative work proposals, if applicable, shall be grounds for rejection of the item(s) when offered for delivery.

3.02 The Agreement is included as **Exhibit A** of this RFP. **The Successful Contractor will be required to sign the Agreement in substantially the same form as presented in Exhibit A this RFP packet,** except that the Agreement will be modified to reflect the actual scope of services being provided. Similarly, the Successful Contractor will be required to submit a performance and payment bond in the form presented as Exhibit B of this RFP packet. **A request for changes or modifications to the Agreement or bid forms may result in a disqualification of the Contractor.** The Town reserves the right to negotiate optional scope of work items with the Successful Contractor.

3.03 Payment under the Agreement shall be according to Article XI of the Agreement. The Town will not reimburse the Successful Contractor or other Contractors for any expenses incurred in preparing proposals in response to this RFP.

3.04 The Town, in making the Agreement available on the above terms, does so only for the purpose of obtaining proposals on the work and does not confer a license or grant for any other use.

3.05 RFPs not obtained from the Town, may be incomplete or inaccurate.

### PART 4 - QUALIFICATIONS OF CONTRACTORS

4.01 All Contractors must be prepared to submit, within five days of the Town's request, written evidence of their qualifications to perform the work. Contractors may be required to submit evidence that they have a practical knowledge of the particular work required by the Project and that they have the financial resources to complete the Project. In determining the Contractor's qualifications, the following factors will be considered: (a) work previously completed by the Contractor, (b) staff and resources available for this Project, (c) recent financial statement relative to resources, including cash and bank credits available, (d) statement of material on hand and available for this Project, (e) whether the Contractor maintains a permanent place of business, and (f) whether the Contractor has appropriate technical experience. Each Contractor may be required to show that it has handled former work so that no just claims are pending against such work. No proposal will be accepted from a Contractor who is engaged on any work that would impair his ability to perform or finance this Project.

No proposal shall be accepted from and no agreement will be awarded to any person, firm, or corporation that is in arrears to the Town, upon debt or contract that is a defaulter, as surety or otherwise, upon any

obligation to the Town or that is deemed irresponsible or unreliable by the Town. If requested, any Contractor shall be required to submit satisfactory evidence that they have a practical knowledge of the particular service proposed upon and that they have the necessary financial resources to provide the proposed service called for as described in the Contract Documents.

4.02 Evidence of Contractor's qualification to do business in the State of Colorado may be required. The Town will require a business license to do business in the Town of Crested Butte.

4.03 Contractors will be required to establish to the satisfaction of the Town the reliability and responsibility of all proposed subcontractors and suppliers pursuant to the criteria set forth in these Instructions and Proposal Requirements. Prior to the award of the Contract, the Town will notify Contractors in writing if the Town has reasonable objection to any such proposed subcontractor. In this event, Contractor may, at his option, (1) withdraw his proposal, or (2) submit a substitute acceptable to the Town with an adjustment in the proposal to cover any difference in cost. The Town may, at its discretion, accept the adjusted proposal or may disqualify the Contractor.

## PART 5 - EXAMINATION OF CONTRACT DOCUMENTS AND SITE

5.01 Before submitting a proposal, each Contractor should perform the following as applicable: (a) examine the RFP and project requirements thoroughly; (b) visit the site or sites (identified in the maps attached as Exhibit F to the RFP) to familiarize himself with local conditions that may, in any manner, affect cost, progress or performance of the Project; (c) familiarize himself with federal, state, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Project; and (d) study and carefully correlate Contractor's observations with the RFP requirements.

5.02 Upon request, the Town will provide each Contractor access to the site or sites to conduct such investigations and tests as each Contractor deems necessary for submission of its proposal.

5.03 Contractor's work on the Project shall be confined to street rights-of-way or other lands controlled by the Town or as directed by the Project Manager.

5.04 Site access will be limited to normal working hours unless otherwise provided in the Specifications or otherwise directed by the Project Manager.

5.05 The submission of a proposal will constitute an incontrovertible representation by the Contractor that he has complied with every requirement of this Part 4 and that the RFP requirements are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Project.

## PART 6 - INTERPRETATIONS AND GOVERNING LAW

6.01 All questions regarding the meaning or intent of this RFP are to be submitted **IN WRITING ONLY VIA EMAIL** to the Project Manager. Any inquiry received prior to the date fixed for the opening of proposals will be given consideration. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and will NOT be considered in awarding of project. Addenda will be mailed or delivered to all parties recorded by the Town as having received the RFP. No addenda will be issued later than three (3) days prior to the proposal due date. It shall be each Contractor's responsibility to make inquiry as to Addenda that have been issued. All Addenda shall become part of this RFP, and all Contractors shall be bound by such Addenda, whether or not received by the Contractor.

6.02 All applicable State of Colorado and Federal laws, Town and County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the Contractor and project throughout and incorporated here by reference. The Agreement with the selected Contractor, and all questions concerning the execution, validity or invalidity, capacity of the parties, and the performance of the Agreement, shall be interpreted in all respects in accordance with the Charter and Code of the Town of Crested Butte and the laws of the State of Colorado.

**PART 7 - BASIS FOR EVALUATION OF PROPOSALS AND AWARD OF PROJECT**

The Town does not discriminate on the grounds of race, religion, color, age, sex, disability, or national origin in consideration of an award. Disadvantaged business enterprises are afforded a full opportunity to submit proposals. The award will be made to the best, most qualified responsible Contractor meeting the proposal requirements unless Town Council determines, after reviewing the Town Manager's report, that the public interest would be better served by accepting a specific proposal. In determining whether the public interest would be better served by accepting a specific proposal, the following factors shall be considered:

1. The Contractor's skill, ability, and capacity to perform the personal services or to furnish the materials, equipment or supplies required – including experience with similar projects;
2. Whether the Contractor can perform the services or furnish the materials, equipment or supplies promptly, or within the time period specified, without delay or interference;
3. The Contractor's character, integrity, reputation, judgment, experience and efficiency;
4. The quality of the Contractor's performance of previous purchase agreements;
5. The Contractor's previous and current compliance with statutes, ordinances and rules relating to the purchase;
6. The sufficiency of the Contractor's financial resources necessary for the performance of the purchase agreement;
7. The Contractor's ability to provide future maintenance or service;
8. The number and nature of any conditions attached to the proposal;

In addition, the proposals will be evaluated on the Contractor’s experience, project understanding and approach. Based on the preliminary review of the proposals, Contractors may then be interviewed prior to selection.

Upon recommendation of the Town Manager, the Town Council may reject all proposals when it determines that such action is in the public interest.

The following is a list of project-specific criteria that may be used in the award of this project:

Category	Available Points
1. Response to the requirements in the RFP and an approach that clearly indicates understanding of the project scope and Town’s goals and expectations.	20
2. Recent and relevant project experience in the Colorado region for work of similar size, scope, and complexity. Positive reference feedback regarding past project performance and	20

the performance of individuals proposed for the project.	
3. Experience, availability, and office location of each of the members of the team and their qualifications.	20
4. Total level of effort and fee relative to the proposed approach. Competitive firm fee schedule and competitive hourly rates for staff assigned to this project relative to their experience level.	20
5. Project schedule that demonstrates clear understanding of the project and that allows a minimum of 2 weeks for Town review of project deliverables.	20
Total Possible Score	100

## PART 8 - CONTRACT TIME

8.01 The number of days within which the Project is to be completed shall be negotiated prior to execution of the Agreement and made part thereof.

## PART 9 - PROPOSAL CONTENTS AND FORMAT

9.01 Each proposal should not exceed 15 pages of text and figures (at 12 point font). Cover letters and resumes in an appendix to the proposal do not count toward the proposal page limit. Proposals must specifically include the following, at a minimum:

1. Proposer's fee schedule on the form provided as **Exhibit C** to this RFP.
2. Complete responses on the evaluation form provided as **Exhibit D** to this RFP.

9.02 Proposals must be completed in ink or by typewriter, and each Contractor must submit the proposal with a complete Certification Page (see **Exhibit E** to this RFP) in its usual signature by an authorized representative.

1. For corporations, the Certification Page must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
2. For partnerships, the Certification Page must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
3. For joint ventures, the Certification Page shall be signed by each participant in the joint venture or by an authorized agent of each participant, and accompanied by evidence of authority to sign.
4. The names of all persons signing must also be legibly printed or typed below the signature. A proposal by a person who affixes to his signature the word "president", "secretary", "agent", or other designation without disclosing his principal may be held to be the proposal of the individual signing. When requested by the Town, evidence of the authority of the person signing shall be furnished.
5. The full name of each person or company interested in the proposal shall be listed on the Certification Page.

9.03 The proposal shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the proposal).

9.04 No alterations in proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor. If initialed, the Town may require the Contractor to identify an alteration so initialed. No alteration in any proposal shall be made after the proposal has been submitted.

9.05 The address and phone number to which communications regarding the proposal are to be directed

must be shown.

9.06 All prices must be written in words and expressed in figures. The unit price items in the proposal must cover all items of work to be done and material to be furnished to fully complete the work in accordance with the RFP's Minimum Scope of Services, included in Section II of this RFP. The cost of appurtenant items of work, material, and equipment not listed separately, not shown on the drawings or not specified as necessary to complete the work in accordance with the RFP shall be considered as included in the unit price.

9.07 The Contractor may be provided confidential information. Complete confidentiality must be maintained regarding Town information and data. Signing of a confidentiality agreement will be required by the Successful Contractor.

9.08 The Town is exempt from Town, State, and Federal sales/excise taxes. Certificates will be issued upon request. Any appropriate taxes shall be shown as a separate item in the proposal.

#### PART 10 - SUBMISSION OF PROPOSAL

10.01 If the proposal is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "PROPOSAL ENCLOSED" on the face thereof.

10.02 Proposals shall be submitted prior to the time and date set for receipt of proposals as indicated in these Instructions and Proposal Requirements, or the modified time and date as indicated by Addendum. Proposals received after the time and date set for receipt of proposals will be returned unopened. Contractor shall assume full responsibility for timely delivery at the location designated for receipt of proposals; Contractors must allow adequate time for delivery of their proposal either by hand delivery, postal service, or other means.

10.03 Oral, telephone, or telegraph proposals are invalid and will not receive consideration. No Contractor may submit more than one proposal. Multiple proposals under different names will not be accepted from one firm or association. Evidence of collusion among Contractors shall be grounds for exclusion of any Contractor who is a participant in any such collusion.

10.04 All information submitted to the Town by the Contractor is a public record, and may be subject to disclosure under the Colorado Open Records Act, Colorado Revised Statute § 24-72-101, et seq. **The Contractor shall clearly identify any portion(s) of its proposal that it believes constitutes trade secrets, privileged information, and/or confidential commercial, financial, geological or geophysical data which may not be subject to disclosure under the Colorado Open Records Act.**

10.05 To the extent required by C.R.S. § 8-17.5-102(1), by submitting a proposal, the Contractor certifies that at the time of proposal submission it does not knowingly employ or contract with an illegal alien who will perform work under its proposal, and that the Contractor will participate in the E-verify program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program administered by the Colorado Department of Labor and Employment in order to verify the employment eligibility of all employees who are newly hired for employment to perform work under its proposal.

#### PART 11 - MODIFICATION AND WITHDRAWAL OF PROPOSAL

11.01 Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipt of proposals. Such notice shall be in writing over

the signature of the Contractor or be by telegram; if by telegram, written confirmation over the signature of the Contractor must have been mailed and postmarked on or before the date and time set for receipt of proposals. It shall be so worded as not to reveal the amount of the original proposal. Proposals may also be modified or withdrawn in person by the Contractor or an authorized representative provided he can prove his identity and authority. Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals provided that they are then fully in conformance with these Instructions and Proposal Requirements.

11.02 If within twenty-four hours after Proposals are opened, any Contractor files a duly signed, written notice with the Town and promptly thereafter demonstrates to the reasonable satisfaction of the Town that there was a material and substantial mistake in the preparation of his Proposal, that Contractor may withdraw his Proposal. Thereafter, that Contractor will be disqualified from further making a proposal on the project.

## PART 12 - OPENING OF PROPOSALS

12.01 Proposals will be opened publicly by the Project Manager on the date and time specified in the Planned Proposal Schedule above. Thereafter, proposals will be evaluated by the Project Manager and other Town staff. Proposals will be acted upon within approximately 10 business days from the opening of the proposals.

## PART 13 - PROPOSALS TO REMAIN OPEN

13.01 Proposals shall remain valid until the date specified in this Section III of the RFP. However, under other provisions stated in this RFP, or in the Town's sole discretion, proposals may be released prior to that date.

## PART 14 - AWARD OF PROJECT

14.01 The Town reserves the right and discretion to reject any and all proposals, to waive any and all informalities and to negotiate Agreement terms with the Successful Contractor, and the right to disregard all nonconforming, non responsive or conditional proposals. Discrepancies between words and figures will be resolved in favor of the words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof shall be resolved in favor of the correct sum. Your attention is called to the fact that proposals that are not completed as directed in this RFP are subject to immediate rejection in the discretion of the Town.

14.02 In evaluating proposals, the Town shall consider the qualifications of the Contractors, and whether or not the proposals comply with the prescribed requirements. The Town reserves the right to reject the proposal of any Contractor who does not pass any such evaluation to the Town's satisfaction.

14.03 The proposal of any Contractor that is in arrears to the Town upon debt of contract or that is a defaulter, as surety or otherwise, upon any obligation to the Town may be rejected.

14.04 If the Agreement is to be awarded, it will be awarded to the most qualified responsible Contractor, the evaluation of whom by the Town indicates that the award will be in the best interest of the Town.

14.05 If the Agreement is to be awarded, the Town will give the successful Contractor a notice of award within the time specified in this Section III of the RFP.

14.06 The successful Contractor shall furnish the Town with a proposed schedule and estimated monthly

payments within ten (10) days after receipt of the notice of award.

**PART 15 - SIGNING OF CONTRACT**

15.01 When the Town gives a notice of award to the successful Contractor, it will be accompanied by unsigned counterparts of the Agreement and all other Contract Documents. A successful Contractor shall execute the Agreement and deliver it, together with evidence of insurance, if required, to the Town within ten (10) calendar days from the date of the notice of award. Failure to do so will be adequate and just cause for the annulment or cancellation of the awards.

**PART 16 - NO WAIVER; PROPOSAL BECOMES TOWN PROPERTY**

The Town reserves the right to waive technicalities and formalities in proposals, as well as to accept in whole or in part such proposal or proposals where it is deemed advisable in protection of the best interests of the Town.

The Town reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Contractor of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the Agreement between the Town and the Successful Contractor.

**TOWN OF CRESTED BUTTE, COLORADO**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Town of Crested Butte, Colorado  
507 Maroon Avenue  
P.O. Box 39  
Crested Butte, CO 81224  
(970) 349-5338



## Staff Report

May 16, 2016

**To:** Mayor and Town Council  
**Thru:** Bill Crank, Town Manager  
**From:** Rodney E Due, Director of Public Works  
**Subject:** **STREETS SLURRY SEAL PROJECT 2016**

**Attachments:** 1. Contract Document  
2. Slurry Seal area Map

**Date:** May 9, 2016

---

**Summary:** : In the April 22<sup>nd</sup> and 29<sup>th</sup> editions of the Crested Butte News, the Public Works Department published an Invitation for Bid for the Streets Slurry Seal Project. The Invitation to Bid was also posted on the Town of Crested Butte web site. Proposals were received by the Public Works Department until 10:30am on Friday, May 6<sup>th</sup>, when they were opened and publically read aloud. There were two (2) bids received. The bids were reviewed by the Public Works Department, and Town Manager. The engineering estimate for this project was \$60,000. The Town received proposals from;

- |  |             |
|--|-------------|
| 1. Foothills Paving & Maintenance Inc. | \$53,899.53 |
| 2. A-1 Chipseal Company                | \$67,925.43 |

**BACKGROUND:** During the 2015 Budget cycle the Town Council approved slurry sealing certain streets within the Town. The streets to be slurry sealed are depicted in the attached map. The area includes approximately 20,795 square yards of Slurry Seal.

**RECOMMENDATION:** Staff recommends awarding the Streets Slurry Seal Project to Foothills Paving and Maintenance Inc. for an amount of \$53,899.53 not to exceed \$60,000, and to approve Resolution No.12, series 2016

**Proposed Motion:** I Move to approve Resolution No. 12, series 2016

**RESOLUTION NO. 12**

**SERIES 2016**

**RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE AWARD OF A CONTRACT FOR THE PERFORMANCE OF SLURRY SEALING SERVICES TO FOOTHILLS PAVING AND MAINTENANCE, INC. IN AN AMOUNT NOT TO EXCEED \$60,000.00**

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

WHEREAS, the Town staff recommends, after conducting a competitive bid process, to award a construction services contract for slurry sealing services in an amount not to exceed \$60,000.00 (the "**Project**") to Foothills Paving and Maintenance, Inc. (the "**Contractor**");

WHEREAS, following the Town staff recommendation, the Town Council desires to award the construction services contract for the Project to Contractor pursuant to the terms and conditions for the performance of the Project set forth in the contract attached to these Resolutions; and

WHEREAS, the Town Council finds that it is in the best interests of the health, safety and general welfare of the citizens and visitors of the Crested Butte to award the construction services contract for the Project to Contractor, and in connection therewith, adopt and execute the contract referenced herein.

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 entering into a contract for the construction of the Project with Contractor in an amount not to exceed \$60,000.00 is in the best interest of the Town.
2. **Approval; Authorization.** Based on the foregoing, the Town Council hereby approves the construction services contract with Contractor in substantially the same form as attached hereto as **Exhibit "A."** Any changes thereto shall be made only following approval by the Town Attorney. The Mayor and Town Manager are hereby authorized to execute said Contract and any associated documentation in connection therewith.
3. **Funding.** Funding for the Project has been provided for by way of Town Street and Alley fund.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016.

TOWN OF CRESTED BUTTE, COLORADO

By: \_\_\_\_\_  
Glenn Michel, Mayor

ATTEST

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

(SEAL)

**EXHIBIT “A”**

**Construction Services Documents**

[attach here]

**CONSTRUCTION CONTRACT (TOWN PROJECT MANAGER)  
FOR THE FOLLOWING PROJECT:**

**STREETS SLURRY SEAL PROJECT 2016**

This Construction Contract, effective this 17<sup>th</sup> day of May, 2016, by and between Foothills Paving and Maintenance Inc. (hereinafter, "Contractor"), a corporation organized pursuant to the laws of the State of Colorado and located at 5040 Tabor Street, Wheat Ridge, CO 80033 and the **TOWN OF CRESTED BUTTE** (hereinafter, "Town" or "Owner"), a home-rule municipality organized pursuant to the laws of the State of Colorado, located at 507 Maroon Avenue, P.O. Box 39, Crested Butte, Colorado 81224, provides that the Contractor and Town, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**PART 1 – WORK; TIME**

1.01 The Contractor agrees to furnish all of the technical, administrative, professional, and other labor, all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources necessary to perform in a workmanlike manner all Work required by the Contract Documents.

1.02 The Contractor agrees to undertake the performance of the Work within five (5) days after receipt of the Notice to Proceed and agrees that the Work will be completed within 12 working days of the date of the Notice to Proceed, unless the contract time is extended by the Town as provided in the Contract Documents. No work shall be done on Saturday, Sunday, or Holiday.

1.03 The Parties agree that, in any section in which the Contractor prepares any document for "the approval of the Town," such approval does not mean that Town is responsible for the accuracy, thoroughness, or judgment contained in the document. Town does not waive the right to hold the Contractor responsible for the accuracy, thoroughness, or judgment expressed in the document, as it is expressly agreed by the Parties that the Town is relying on the expertise of the Contractor.

**PART 2 - CONTRACT PRICE AND PAYMENT**

2.01 The Town shall pay the Contractor for performance of the Work in accordance with the Contract Documents the amount(s) shown on Contractor's Bid Proposal, not to exceed Fifty three thousand eight hundred ninety nine dollars and fifty three cents. (\$53,899.53).

2.02 The Town shall make payments as set forth in Article 9 of the General Conditions, subject to the Town's obligation to retain a portion of the payments until final completion and acceptance by the Town of all Work included in the Contract Documents.

2.03 Prior to final payment, all Work specified by the Contract Documents must be completed. Payment shall be made only after the procedure specified by the General Conditions is completed.

2.04 The Town represents that either an appropriation for the price specified in this Construction Contract has been made by the Town Council or that sufficient funds have otherwise been made available for the payment of this Construction Contract.

## PART 3 - CONTRACTOR'S REPRESENTATIONS

3.01 In order to induce the Town to enter into this Construction Contract, the Contractor makes the following representations:

- (a) The Contractor has familiarized himself with the nature and the extent of the Contract Documents, Work, the location and site of the Work and all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- (b) Contractor has carefully studied all physical conditions at the site and existing facilities affecting cost, progress or performance of the Work.
- (c) Contractor has given the Town written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the Town is acceptable to the Contractor.

3.02 Contractor agrees to remedy all defects appearing in the Work or developing in the materials furnished and the workmanship performed under this Construction Contract for a period of one (1) year or such other time that is specified in the Contract Documents after the date of acceptance of the Work by the Town, and further agrees to indemnify and save the Town harmless from any costs encountered in remedying such defects. Contractor shall provide a performance bond that shall remain in effect until all defects are corrected as required by this paragraph.

3.03 Contractor is an independent contractor and nothing herein contained shall constitute or designate the Contractor or any of its employees or agents as agents or employees of the Town.

## PART 4 - CONTRACT DOCUMENTS

4.01 The Contract Documents, which comprise the entire Construction Contract between the Town and the Contractor, are attached to this Construction Contract and made a part hereof, including:

Bid Packet, including but not limited to Bid Notice, Invitation to Bid, Instructions to Bidders, Bid Form, NonCollusion Affidavit of Prime Bidder, Bidder's Certification, Bid Bond, and any attachments and exhibits

- Notice of Award
- Notice to Proceed
- Construction Contract
- Construction Drawings
- Performance Bond
- Payment Bond
- General Conditions, including table of contents
- Special Conditions
- Addendum
- Project Specifications
- Change Orders
- Insurance Certificates
- Tax-Exempt Certificates

In the event of an inconsistency between any provisions of the Contract Documents, the more specific provisions shall govern the less specific provisions, and written addenda, change orders, or other

modifications approved in writing by both parties shall govern the original documents.

4.02 There are no Contract Documents other than those listed above. The Contract Documents may only be altered, amended or repealed by a modification, in writing, executed by the Town and the Contractor.

#### PART 5 - PROJECT MANAGER

5.01 The Project Manager, for the purposes of the Contract Documents, is the following, or such other person or firm as the Town may designate in writing:

Name: Rodney E. Due

Address: PO Box 39, Crested Butte, CO 81224

Telephone: 970-349-5338

The Project Manager is authorized to represent and act as agent for the Town with respect to Town's rights and duties under the Contract Documents, provided, however, the Project Manager shall not have any authority to approve any Change Order or approve any amendment to the Construction Contract or Contract Documents, except for those minor Change Orders defined in paragraph 7.4.1 of the General Conditions, such authority being specifically reserved to the duly authorized official of the Town having such approval authority pursuant to the Town's Charter and ordinances. In the event of doubt as to such authority, the Contractor may request a written representation from the Town Manager resolving such doubt and designating the person with authority under the circumstances, which written representation shall be conclusive and binding upon the Town.

#### PART 6 - ASSIGNMENT

6.01 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. This restriction on assignment includes, without limitation, assignment of the Contractor's right to payment to its surety or lender.

6.02 It is agreed that this Construction Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns and successors.

#### PART 7 - GOVERNING LAW AND VENUE

7.01 This Construction Contract shall be governed by the laws of the State of Colorado and the Charter of the Town of Crested Butte and the Crested Butte Municipal Code.

7.02 This Construction Contract shall be deemed entered into in Gunnison County, State of Colorado. The location for settlement of any and all claims, controversies and disputes arising out of or related to this Construction Contract or any breach thereof, whether by alternative dispute resolution or litigation, shall be proper only in Gunnison County.

#### PART 8 - LIQUIDATED DAMAGES

8.01 The Town and the Contractor recognize that time is of the essence in this Construction Contract and that the Town will suffer financial loss if the Work is not substantially completed within the time specified in paragraph 1.02 above, plus any extensions thereof allowed by the Town by written Change Order. They also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the Town if the Work is not substantially complete on time. Accordingly, rather than requiring any such proof, the Town and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the Town **\$1,000.00 Dollars for the first day and \$500.00 Dollars** for each day thereafter that expires after the time specified in paragraph 1.02 until the Work is complete. It is agreed that this is a reasonable estimate of the damages likely to be suffered by the Town for late completion of the Work. If the Contractor shall fail to pay such liquidated damages promptly upon demand therefor, the Surety on the Performance Bond shall pay such damages. Also, the Town may withhold all, or any part of, such liquidated damages from any payment due the Contractor.

#### PART 9 - MODIFICATIONS

This Construction Contract shall be modified only by written Change Orders or Addenda agreed upon by the parties hereto, duly issued in form approved by the Town Attorney and in conformance with the other Contract Documents.

#### PART 10 - AUTHORITY

The person or persons signing and executing this Construction Contract on behalf of each Party, do hereby warrant and guarantee that he/she or they have been fully authorized to execute this Construction Contract and to validly and legally bind such Party to all the terms, performances and provisions herein set forth.

#### PART 11 - CONTINGENCY

This Construction Contract is expressly contingent upon the approval of the Town of Crested Butte's Town Council of all of the terms set forth herein. In the event this Construction Contract is not approved in its entirety by the Town Council, neither Party shall be bound to the terms of this Construction Contract.

INSURANCE CERTIFICATES REQUIRED BY THE GENERAL CONDITIONS OF THIS CONTRACT SHALL BE SENT TO [Finance] DEPARTMENT, ATTENTION: [Lois Rozman].

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Construction Contract in triplicate. Two counterparts have been delivered to the Town and one counterpart has been delivered to the Contractor. All portions of the Contract Documents have been signed or identified by the Town and the Contractor.

**CONTRACTOR [INSERT REGISTERED NAME OF COMPANY]**

**TOWN OF CRESTED BUTTE**

By: \_\_\_\_\_

by: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: Glenn Michel

Title: \_\_\_\_\_

Title: Mayor, Town of Crested Butte

Attest: \_\_\_\_\_

Secretary

Attest: \_\_\_\_\_

Town Clerk

(Corporate Seal,  
if applicable)

(Seal)

Address for giving notice:

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

Address for giving notice:

507 Maroon Avenue  
P.O. Box 39  
Crested Butte, Colorado 81224

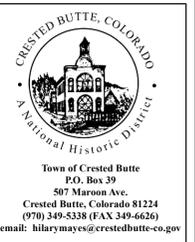
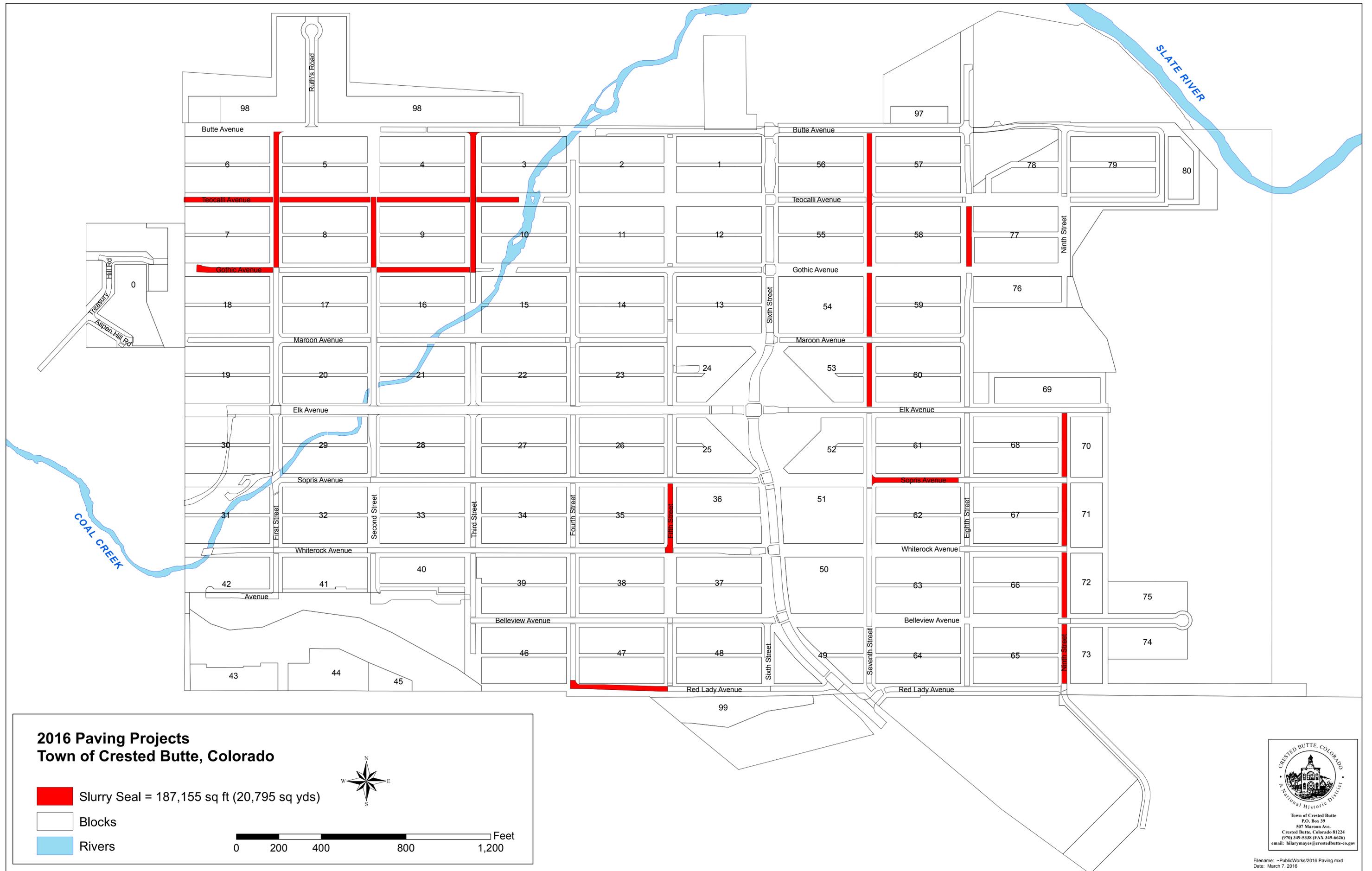
Approved as to legal form:

\_\_\_\_\_  
Town Attorney

I certify that either an appropriation has been made by the Town Council or that sufficient funds have otherwise been made available for the payment of this Construction Contract.

\_\_\_\_\_  
Town Manager

Account No. \_\_\_\_\_





## Staff Report May 16, 2016

**To:** Mayor and Town Council  
**Thru:** Bill Crank, Interim Town Manager  
**From:** Bob Gillie  
**Subject:** **Resolution No. 13, Series 2016 – Architectural Services – 4 way**  
**Date:** May 12, 2016

---

**Summary:** The Town Council identified a re-design of the bathrooms and transit stop at Sixth and Elk as a project the Town would like to accomplish.

**Previous Council Action:** In October the Council allocated \$30,000 to do design work on the 4-way bathrooms and transit center in 2016.

**Background:** Reports from the Chamber of Commerce indicated the bathrooms in the visitor's center were heavily used and inadequate at times. They also were worn and needed upgrading. In addition the bus stop at the 4-way, which is close to 30 years old, was proving to be inadequate under the current volume of traffic. The Council wanted to investigate different options for upgrading these facilities from expanding the bathrooms within the visitor's center to combining the bathrooms within a new transit center.

The plan is to convene the user groups of the facilities (Mountain Express, RTA, Chamber of Commerce) identify needs and space requirements and have a design professional develop alternatives to satisfy those needs. The preferred alternative would be presented to the Council and funded for construction in 2017.

**Recommendation:** An RFP was issued and two proposals were fielded. One was from Reynolds Ash and Associates of Durango (\$40,000) and the other was from Andrew Hadley Architect of Crested Butte (\$17,857.50). After reviewing the proposals the staff recommends that the contract for services be awarded to Andrew Hadley in an amount not to exceed \$25,000. The reason being is that Andrew was the designer of the visitor's center, has familiarity with the Town's design guidelines and was significantly less expensive than Reynolds Ash particularly after accounting for travel expenses.

Approve Resolution No. 13, series 2016 as part of the consent agenda.



**RESOLUTION NO. 13**

**SERIES 2016**

**RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE AWARD OF A CONSULTING SERVICES AGREEMENT FOR ARCHITECTURAL SERVICES FOR THE FOUR-WAY TRANSIT AND RESTROOM FACILITIES TO ANDREW HADLEY ARCHITECT, P.C. IN AN AMOUNT NOT TO EXCEED \$25,000.00**

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

WHEREAS, the Town staff recommends that the Town enter into a consulting services agreement with Andrew Hadley Architect, P.C. (the "**Consultant**") for the Consultant's performance of architectural services for the four-way transit and restroom facilities (the "**Project**");

WHEREAS, following the Town staff's recommendation, the Town Council desires to enter into a consulting services agreement with Consultant for the Consultant's performance of consulting services for the Town in connection with the Project; and

WHEREAS, the Town Council hereby finds that it is in the best interest of the health, safety and general welfare of the citizens and visitors of the Crested Butte to enter into a consulting services agreement with Consultant for the above-stated purposes, and in connection therewith, adopt and execute the consulting services agreement referenced herein.

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 entering into the consulting services agreement with Consultant for the Consultant's performance of certain consulting services for the Town in connection with Project is in the best interest of the Town, its residents and visitors.

2. **Approval; Authorization of Town Manager**. Based on the foregoing, the Town Council hereby approves the consulting services agreement with Contractor in substantially the same form as attached hereto as **Exhibit "A"** (the "**Agreement**"). The Town Manager is hereby authorized to execute the Agreement.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS \_\_\_ DAY OF \_\_\_\_\_, 2016.

TOWN OF CRESTED BUTTE, COLORADO

By: \_\_\_\_\_  
Glenn Michel, Mayor

ATTEST

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

(SEAL)

**EXHIBIT “A”**

**Consulting Services Agreement**

[attach form here]



**To:** Mayor Michel and Town Council  
**From:** Michael Yerman, Town Planner  
**Thru:** Bill Crank, Town Manager  
**Subject:** Gold Basin Trail Letter of Support  
**Date:** May 16, 2016

---

**Background:**

The City of Gunnison and Gunnison County are applying for a Federal Lands Access Program Grant for the Gold Basin Trail. This Trail will provide a critical trail link from the City of Gunnison to the Hartman rocks BLM base area. The application will be for a 10' detached concrete trail that will provide a safe non-motorized trail from the City to the base area.

**Recommendation:**

Staff recommends the Town Council authorize the Mayor to sign the letter of support for the Gold Basin Trail.

# Town of Crested Butte

P.O. Box 39 Crested Butte, Colorado 81224

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

*-A National Historic District-*

Phone: (970) 349-5338  
FAX: (970) 349-6626  
[www.townofcrestedbutte.com](http://www.townofcrestedbutte.com)

May 16, 2016

Morgan Malley  
Transportation Planner  
Central Federal Lands Highway Division  
12300 West Dakota Ave, Ste 380B  
Lakewood, CO 80228

Dear Mr. Malley,

I am writing you this letter of support on behalf the Town of Crested Butte and the Town Council expressing our support for the City of Gunnison's and Gunnison County's Federal Lands Access Program Grant for the Gold Basin Trail. The proposed detached Gold Basin Trail will create a vital connection needed in the County's regional trail network.

This trail is a critical link from the City of Gunnison to the Hartman Rocks Bureau of Land Management base area. This recreation area is one of the County's biggest economic drivers that offers residents and visitors a place to recreate. Creating a safe link for these users will enhance this regional recreation amenity.

This project is also a great example of collaboration between the City and County to improve safety and promote our recreation base economy. Hartman Rocks is a year round recreation area that hosts numerous activities including cross country skiing, mountain biking, running events, rock climbing, and motorized sports. The Gold Basin Trail will improve access for to these regional amenities for the residents of the entire County.

Thank you for your time and consideration of the Gold Basin Trail grant application.

Sincerely,

Glenn Michel  
Mayor of the Town of Crested Butte

**Sales Tax Totals  
March**

		2016 Adjusted DOWN 0.5% to 4.0% Sales Tax Rate for a more accurate comparison														
	% of Total	Actual 2016 4.5%	Actual Δ %	2016 adj d 4.0%	Δ %	Actual 2015 4.0%	2014	2013	2012	2011	2010	2009	2008	2007	2006	
Bars & Restaurants	32.68%	111,102	4.8%	98,757	-6.9%	106,035	92,368	78,853	73,718	69,022	62,466	61,241	66,590	67,508	61,813	
Grocery Sales	11.07%	37,631	14.1%	33,450	1.4%	32,989	30,377	26,959	24,361	25,573	24,192	26,077	29,546	28,622	26,061	
Retail	22.15%	75,305	3.4%	66,938	-8.1%	72,815	73,149	60,851	56,669	54,181	50,853	46,202	52,543	57,392	59,817	
Marijuana	1.69%	5,762	-56.1%	5,121	-61.0%	13,132										
Lodging	14.72%	50,047	5.1%	44,486	-6.6%	47,606	32,778	30,833	29,115	26,979	20,367	18,457	21,514	16,746	17,046	
Construction, Auto & Hardware	5.79%	19,699	20.4%	17,510	7.0%	16,365	12,000	11,855	12,744	10,745	11,847	14,946	11,100	26,460	16,985	
Services (telephone, car leases, etc...)	7.59%	25,811	50.0%	22,943	33.4%	17,205	18,951	12,441	13,260	9,640	9,268	8,591	10,312	11,249	10,931	
Other (Gas, Electric, etc...)	4.30%	14,605	10.5%	12,982	-1.7%	13,212	13,049	13,422	12,954	13,369	13,404	14,797	13,221	11,553	13,229	
<b>Total</b>	<b>100.00%</b>	<b>339,962</b>	<b>6.5%</b>	<b>302,188</b>	<b>-5.4%</b>	<b>319,359</b>	<b>272,671</b>	<b>235,215</b>	<b>222,821</b>	<b>209,508</b>	<b>192,397</b>	<b>190,312</b>	<b>204,826</b>	<b>219,530</b>	<b>205,882</b>	

**Year To Date**

		2016 Adjusted DOWN 0.5% to 4.0% Sales Tax Rate for a more accurate comparison														
	% of Total	Actual 2016 4.5%	Actual Δ %	2016 adj d 4.0%	Δ %	Actual 2015 4.0%	2014	2013	2012	2011	2010	2009	2008	2007	2006	
Bars & Restaurants	36%	309,252	15.8%	274,890	2.9%	267,084	224,296	195,858	179,921	172,895	159,041	164,791	181,403	181,317	166,093	
Grocery Sales	12%	101,300	18.7%	90,044	5.5%	85,372	79,211	68,743	64,075	65,667	62,603	71,723	83,282	80,253	70,463	
Retail	22%	191,579	19.3%	170,292	6.0%	160,603	160,300	142,549	129,588	127,672	122,678	120,788	137,788	143,433	149,429	
Marijuana	3%	23,358	-33.8%	20,762	-41.2%	35,310										
Lodging	11%	99,023	15.8%	88,021	3.0%	85,492	62,241	52,251	43,301	45,797	36,247	35,691	40,678	33,117	38,358	
Construction, Auto & Hardware	6%	54,241	23.5%	48,214	9.8%	43,904	36,719	35,496	34,885	34,024	32,236	41,418	40,195	60,433	44,464	
Services (telephone, car leases, etc...)	5%	44,422	44.5%	39,487	28.5%	30,736	32,698	26,231	24,689	21,357	20,809	22,504	24,974	27,002	24,825	
Other (Gas, Electric, etc...)	5%	47,825	8.4%	42,512	-3.6%	44,121	44,114	42,672	43,874	44,429	43,784	49,054	49,045	39,642	44,900	
<b>TOTAL</b>	<b>100%</b>	<b>871,001</b>	<b>15.7%</b>	<b>774,223</b>	<b>2.9%</b>	<b>752,621</b>	<b>639,579</b>	<b>563,801</b>	<b>520,334</b>	<b>511,840</b>	<b>477,398</b>	<b>505,969</b>	<b>557,365</b>	<b>565,198</b>	<b>538,532</b>	

**Sales Tax Totals  
month/year**

	% of YTD total 2016	Actual 2016	Actual 2016 v. Actual 2015	*2016 adjusted		2015	2014	2013	2012	2011	2010	2009	2008	2007	2006
		4.5%	△ %	4.0%	△ %	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
<b>January</b>	29%	<b>251,413</b>	14.9%	223,478	2.2%	218,747	178,551	164,184	140,874	144,719	140,101	160,880	176,523	174,827	163,832
<b>February</b>	32%	<b>279,626</b>	30.4%	248,556	15.9%	214,516	188,357	164,402	156,639	157,612	144,899	154,777	176,016	170,840	168,818
<b>March</b>	0.39	<b>339,962</b>	6.5%	302,188	-5.4%	<b>319,359</b>	272,671	235,215	222,821	209,508	192,397	190,312	204,826	219,530	205,882
<b>YTD</b>		<b>871,001</b>	15.7%	774,223	2.9%	752,621	639,580	563,801	520,334	511,840	477,398	505,969	557,365	565,198	538,532
<b>April</b>			-100.0%		-100.0%	<b>105,814</b>	90,956	82,841	75,955	72,536	69,893	70,535	92,042	92,237	88,071
<b>May</b>			-100.0%		-100.0%	<b>130,937</b>	115,762	105,719	102,728	86,876	82,799	86,761	93,502	107,435	99,837
<b>June</b>			-100.0%		-100.0%	<b>300,276</b>	262,233	231,505	208,541	186,343	168,318	173,948	186,660	192,340	184,335
<b>July</b>			-100.0%		-100.0%	<b>497,527</b>	451,420	385,817	349,992	339,212	313,088	280,628	289,756	295,911	287,881
<b>August</b>			-100.0%		-100.0%	<b>404,099</b>	373,066	318,141	298,802	288,719	253,153	247,169	274,770	259,652	246,720
<b>September</b>			-100.0%		-100.0%	<b>339,335</b>	321,857	251,738	245,166	219,774	199,118	186,503	195,685	205,286	205,599
<b>October</b>			-100.0%		-100.0%	<b>177,901</b>	157,061	117,220	111,921	111,103	107,695	98,120	127,093	111,956	115,367
<b>November</b>			-100.0%		-100.0%	<b>123,208</b>	120,386	104,983	92,783	96,695	93,314	89,737	94,189	114,666	112,958
<b>December</b>			-100.0%		-100.0%	<b>316,255</b>	296,179	247,107	231,055	229,511	211,084	197,395	213,908	231,452	227,710
<b>Total</b>		<b>871,001</b>	-72.3%	<b>774,223</b>	-75.4%	<b>3,147,975</b>	2,828,500	2,408,871	2,237,278	2,142,608	1,975,860	1,936,765	2,124,971	2,176,131	2,107,011

\*2016 Sales Tax total has been adjusted down -0.5% to 4.0% Sales Tax Rate to display a more accurate comparison with previous years

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





## Staff Report May 16, 2016

**To:** Mayor and Town Council  
**Thru:** Bill Crank, Town Manager  
**From:** Rodney Due, Public Works Director

**Subject: Ordinance No. 3, 2016 REGULATIONS FOR THE  
INSTALLATION OF BACKFLOW PREVENTION ASSEMBLIES ON  
WATER SUPPLY SYSTEMS**

**Date:** May 9, 2016

---

**Summary:** The Colorado Primary Drinking Water Regulations, 5 CCR 1002-11 (Regulation 11), Section 11.39 requires that all public water systems have a written and properly implemented Backflow Prevention and Cross-connection Control (BPCCC) Program. In order to be in compliance with these regulations, the Town Council needs to amend the Town Code to include regulations developing and implementing a program for backflow prevention and cross-connection control.

**Background:** Ordinance No. 3 selects and establishes legal authority, and a compliance approach for implementation of the BPCCC program survey, installation and testing of assemblies and methods, and develops a written BPCCC program.

**Recommendation:** Staff recommends approving Ordinance No. 3, Series 2016.

**Proposed Motion:** I move to approve Ordinance No. 3, Series 2016.

**ORDINANCE NO. 3**

**SERIES 2016**

**AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL  
AMENDING CHAPTER 13, ARTICLE 3 OF THE CRESTED  
BUTTE MUNICIPAL CODE TO INCLUDE REGULATIONS FOR  
THE INSTALLATION OF BACKFLOW PREVENTION  
ASSEMBLIES ON WATER SUPPLY SYSTEMS**

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, the State of Colorado Department of Public Health and Environment, Water Quality Control Commission (WQCC) has adopted standards in the Colorado Primary Drinking Water Regulations, Section 39 of 5 CCR 1002-11 (the “**WQCC Regulations**”), for backflow prevention and cross-connection control applicable to all public water systems;

WHEREAS, pursuant to the WQCC Regulations, the Town is required to develop and implement a backflow prevention and cross-connection control program;

WHEREAS, the Town staff has recommended that the Town Council amend the Crested Butte Municipal Code (the “**Code**”) to include regulations developing and implementing a program for backflow prevention and cross-connection control as contemplated in the WQCC Regulations;

WHEREAS, the Town Council has received a Town staff report dated May 2, 2016 recommending that, in order to be in compliance with the WQCC Regulations, the Town Council amend the Town Code as contemplated in this ordinance to include regulations developing and implementing a program for backflow prevention and cross-connection control as contemplated in the WQCC Regulations; and

WHEREAS, the Town Council has determined that the below amendments to the Town Code as proposed by Town staff in this ordinance to include regulations developing and implementing a program for backflow prevention and cross-connection control will bring the Town into compliance with the WQCC Regulations and are, accordingly, 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.** **Amending Chapter 13, Article 3.** Chapter 13, Article 3 of the Code is hereby amended to add the following new provisions:

**“ARTICLE 3 -  
Backflow Prevention and Cross Connection Control Regulations**

**Section 13-3-10. Purpose.**

The purpose of these regulations is to protect the Town's water system from contaminants or pollutants that could enter the distribution system by backflow from a customer's water supply system through the service connection.

**Section 13-3-20. Applicability.**

These regulations apply to all commercial, industrial and multi-family residential service connections within the Town and to any persons outside the Town who are, by contract or agreement with the Town, users of the Town's water system. Such persons shall install an appropriate backflow prevention assembly. These regulations do not apply to single-family-residential service connections unless the Town becomes aware of a cross-connection at the single-family connection.

**Section 13-3-30. Authority.**

The Town shall have the authority to survey all service connections within the water supply system to determine if the connection is a cross-connection. The Town shall have the authority to control all service connections within the water supply system if the connection is a cross-connection. The Town may control any service connections within the water supply system in lieu of a survey as long as the service connection is controlled with an air gap or reduced pressure zone backflow prevention assembly. The Town may collect fees for the administration of this program. The Town shall maintain records of cross-connection surveys and the installation, testing and repair of all backflow prevention assemblies installed for containment and containment by isolation purposes. The Town Manager shall administer, implement and enforce the provisions of these regulations.

**Section 13-3-40. Definitions.**

The following terms shall have meanings ascribed thereto:

**Active date** means the first day that a backflow prevention assembly or backflow prevention method is used to control a cross-connection in each calendar year.

**Air gap** is a physical separation between the free flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel installed in accordance with standard AMSE A112.1.2.

**Backflow** means the undesirable reversal of flow of water or mixtures of water and other liquids, gases or other substances into the public water systems distribution system from any source or sources other than its intended source.

**Backflow containment event** means backflow into a public water system from an uncontrolled cross connection such that the water quality no longer meets the Colorado Primary Drinking Water Regulations or presents an immediate health and/or safety risk to the public.

**Backflow prevention assembly** means any mechanical assembly installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the mechanical assembly is appropriate for the identified contaminant at the cross-connection and is an in-line field-testable assembly.

**Backflow prevention method** means any method and/or non-testable device installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the method or non-testable device is appropriate for the identified contaminant at the cross connection.

**Certified cross-connection control technician** means a person who possesses a valid Backflow Prevention Assembly Tester certification from one of the following approved organizations: American Society of Sanitary Engineering (ASSE) or the American Backflow Prevention Association (ABPA). If a certification has expired, the certification is invalid.

**Containment** means the installation of a backflow prevention assembly or a backflow prevention method at any connection to the public water system that supplies an auxiliary water system, location, facility, or area such that backflow from a cross connection into the public water system is prevented.

**Containment by isolation** means the installation of backflow prevention assemblies or backflow prevention methods at all cross connections identified within a customer's water system such that backflow from a cross-connection into the public water system is prevented.

**Controlled** means having a properly installed, maintained, and tested or inspected backflow prevention assembly or backflow prevention method that prevents backflow through a cross-connection.

**Cross-connection** means any connection that could allow any water, fluid, or gas such that the water quality could present an unacceptable health and/or safety risk to the public, to flow from any pipe, plumbing fixture, or a customer's water system into a public water system's distribution system or any other part of the public water system through backflow.

**Multi-family** means a single residential connection to the public water system's distribution system from which two or more separate dwelling units are supplied water.

**Single-family** means and single dwelling which is: (i) occupied by a single family and is supplied by a separate service line; or (ii) comprised of multiple living units where each living unit is supplied by a separate service line.

**Uncontrolled** means not having a properly installed and maintained and tested or inspected backflow prevention assembly or backflow prevention method, or the backflow prevention assembly or backflow prevention method does not prevent backflow through a cross-connection.

**Water supply system** means a water distribution system, piping, connection fittings, valves and appurtenances within a building, structure or premises. Water supply systems are also referred to commonly as premise plumbing systems.

**Section 13-3-50. Requirements.**

(a) Commercial, industrial and multi-family service connections shall be subject to a survey for cross-connections. If a cross-connection has been identified an appropriate backflow prevention assembly and or method shall be installed at the customer's water service connection within 120 days of its discovery. The assembly shall be installed downstream of the water meter or as close to that location as deemed practical by the Town. If the assembly or method cannot be installed within 120 days the Town will take action to control or remove the cross-connection, suspended service to the cross connection or receive an alternative compliance schedule from the Colorado Department of Public Health and Environment.

(b) In no case shall it be permissible to have connections or tees between the meter and the containment backflow prevention assembly. In instances where a reduced pressure principle backflow preventer cannot be installed, the owner must install approved backflow prevention devices or methods at all cross-connections within the owner's plumbing system.

(c) Backflow prevention assemblies and methods shall be installed in a location which provides access for maintenance, testing and repair.

(d) Reduced pressure principle backflow preventers shall not be installed in manner subject to flooding.

(e) Provisions shall be made to provide adequate drainage from the discharge of water from reduced pressure principle backflow prevention assemblies. Such discharge shall be conveyed in a manner that does not impact waters of the State of Colorado.

(f) All assemblies and devices shall be protected to prevent freezing. Those assemblies and methods used for seasonal services may be removed in lieu of being protected from freezing. The devices must be reinstalled and then tested by a certified cross-connection control technician prior to the service being activated.

(g) Where a backflow prevention assembly or method is installed on a water supply system using storage water heating equipment such that thermal expansion causes an increase in pressure, a device for controlling pressure shall be installed.

(h) All backflow prevention assemblies shall be tested at the time of installation and on an annual schedule thereafter. Such tests must be conducted by a certified cross-connection control technician. The Town may, at its election, undertake inspection testing and/or repair of backflow prevention assemblies in its sole discretion. The Town's election to inspect or repair such assemblies shall not limit the owner's responsibilities within this section.

(i) The Town shall require inspection testing, maintenance and as needed repairs and replacement of all backflow prevention assemblies and methods, and of all required installations within the owner's plumbing system in the cases where containment assemblies and or methods cannot be installed.

(j) All costs for design, installation, maintenance, testing and as needed repair and replacement are to be borne by the customer.

(k) No grandfathering is permitted except for fire sprinkler systems where the installation of a backflow prevention assembly or method will comprise the integrity of the fire sprinkler system.

(l) For new buildings, all building plans must be submitted to Town and approved prior to the issuance of water service. Plans must depict:

- i. Water service type, size and location.
- ii. Meter size and location.
- iii. Backflow prevention assembly size, type and location.
- iv. Fire sprinkler system(s) service line, size and type of backflow prevention assembly.
  - a. All fire sprinkling lines shall have a minimum protection of an approved double check valve assembly for containment of the system.
  - b. All glycol (ethylene or propylene), or antifreeze systems shall have an approved reduced pressure principle backflow preventer for containment.
  - c. Dry fire systems shall have an approved double check valve assembly installed upstream of the air pressure valve.
  - d. In cases where the installation of a backflow prevention assembly or method will comprise the integrity of the fire sprinkler system the Town will not require the backflow protection. The Town will measure chlorine residual at the service connection once a month and perform periodic bacteriological testing at the site. If the Town suspects water quality issues the public water system will evaluate the practicability of requiring that the fire sprinkler system be flushed periodically.

### **Section 13-3-60. Inspection, Testing and Repair.**

(a) Backflow prevention devices or methods shall be tested by a certified cross-connection control technician upon installation and tested at least annually, thereafter. Tests shall be made at the expense of the customer. Any backflow prevention devices or methods that are un-testable shall be inspected at least once annually by a certified cross-connection control technician. Inspections shall be made at the expense of the customer.

(b) As necessary, backflow prevention devices shall be repaired and retested or replaced and tested at the expense of the customer whenever the devices are found to be defective.

- (c) Testing gauges shall be tested and calibrated for accuracy at least once annually.

**Section 13-3-70. Reporting and Recordkeeping.**

(a) Copies of records of test reports, repairs and retests or replacements shall be kept by the customer for a minimum of three (3) years.

(b) Copies of records of test reports, repairs and retests shall be submitted to the Town by mail, facsimile or E-mail by the testing company or testing technician.

(c) Information on test reports shall include, but may not be limited to,

- i. Assembly or method type
- ii. Assembly or method location
- iii. Assembly make, model and serial number
- iv. Assembly size
- v. Test date
- vi. Test results including all results that would justify a pass or fail outcome
- vii. Certified cross-connection control technician certification agency
- viii. Technician's certification number
- ix. Technician's certification expiration date
- x. Test kit manufacturer, model and serial number
- xi. Test kit calibration date

**Section 13-3-80. Right-of-entry.**

A properly credentialed representative of the Town shall have the right of entry to survey any and all buildings and premises for the presence of cross-connections for possible contamination risk to and for determining compliance with this Article. This right of entry shall be a condition of water service in order to protect the health, safety and welfare of customers throughout the Town's water distribution system.

**Section 13-3-90. Compliance.**

(a) Customers shall cooperate with the installation, inspection, testing, maintenance, and as needed repair and replacement of backflow prevention assemblies and with the survey process. For any identified uncontrolled cross-connections, the Town shall complete one or more of the following actions within 120 days of its discovery:

- i. Control the cross-connection
- ii. Remove the cross-connection
- iii. Suspend service to the cross-connection
- iv. Charge a monthly water service charge in the amount of four (4) times the EQR base charge for the use, and shall be in violation, subjecting Customer to penalties set forth in the Town Code.

(b) The Town shall give notice in writing to any owner whose plumbing system has been found to present a risk to the Town water distribution system through an uncontrolled cross-connection. The notice and order shall state that the owner must install a backflow prevention assembly or method at each service connection to the owner's premises to contain the water service. The notice and order will give a date by which the owner must comply with the order.

(c) In instances where a backflow prevention assembly or method cannot be installed, the owner must install approved backflow prevention devices or methods at all cross-connections within the owner's water supply system. The notice and order will give a date by which the owner must comply with the order.

**Section 13-3-100. Conflict.**

If a dispute or conflict arises between any plumbing, mechanical, building, electrical, fire or other code adopted by the Town, then the most stringent provisions of each respective code shall prevail.

**Section 13-3-110. Violations and Penalties.**

(a) Any person who violates any of the provisions of this Article shall be fined in accordance with the provisions of Section 1-4-20 of this Code.

(b) The use of any land, building or structure, which such use or activity is continued, operated or maintained contrary to any provision of this Article shall be unlawful. The Town may institute injunction, abatement or any other appropriate action to prevent, enjoin, abate or remove such violation. Such action may also be maintained and instituted by any property owner who is damaged by a violation of this Article.

(c) The remedies herein provided shall be cumulative and not exclusive and shall be in addition to any other remedies provided by law."

**Section 2. Amending Section 13-1-250. – Construction Standards.** Section 13-1-250(a)(8) is hereby deleted in its entirety and replaced with the following new subsection:

“(8) No more than one (1) residential unit shall be allowed to use a single service line or tap-in, and each separate building on each property shall be tapped into the Town water supply system using a separate and individual service line and tap. The above provisions may be waived in writing at the sole discretion of and by the Town Manager for good cause shown.”

**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, as amended, shall remain valid and in full force and effect. Any provision of any ordinance previously adopted by the Town which is in conflict with this ordinance is hereby repealed as of the enforcement date hereof.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS \_\_ DAY OF \_\_\_\_\_,  
2016.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

TOWN OF CRESTED BUTTE, COLORADO

By: \_\_\_\_\_  
Glenn Michel, Mayor

ATTEST:

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

(SEAL)



## Staff Report

May 16, 2016

**To:** Mayor and Town Council  
**Thru:** William Crank, Town Manager  
**From:** Rodney Due, Director of Public Works  
**Subject:** EPA Emergency Action Plan, Standard Mine  
**Date:** May 9, 2016

---

**Summary:** The Emergency Action Plan (EAP) was created as a result of a release of mine influenced water (MIW) into Elk Creek in the fall of 2015. The EAP establishes procedures to mitigate the potential for and respond to an unanticipated release of MIW that could potentially degrade water quality in Elk Creek, damage downstream infrastructure, and adversely affect Crested Butte's water supply. Representatives of the EPA will be presenting the EAP to the Town Council.

**Background:** On Tuesday, October 6, 2015 an EPA contractor dewatering a sediment pond into Elk Creek at the Standard Mine Superfund Site spilled an estimated 2,000 gallons of water and sediment into nearby Elk Creek. The pond was constructed to retain sediment, pulverized un-mineralized rock from drilling operations, and water discharged from the lower mine adit. The water contained in the sediment pond had been treated to reduce acidity to neutral pH levels, and was being discharged to Elk Creek as part of planned maintenance activity at the site. The spill occurred when a vacuum truck siphoning water from the surface of the pond dipped into sediment material in the bottom of the pond, leading to the discharge of the sediment and grey-colored water to Elk Creek. The material released to the creek contained a mixture of pH-neutral pulverized rock slurry and water from the mine.

**EPA Emergency Planning  
Activities and Phase 1  
Remedial Action**  
*Standard Mine Superfund Site  
Above Crested Butte, Colorado*



As we prepare for the start of the 2016 construction season, EPA and HDR have taken a comprehensive and thoughtful approach to the continued rehab of underground workings and the installation of source control measures within the mine. These measures are designed to control the mine discharges and improve water quality in Elk Creek.

**REMEDIAL ACTION TASKS PLANNED FOR COMPLETION OF PHASE 1**

- Finish the Bypass Adit and drain impounded water behind blockages in Level 1 Adit
- Rehabilitate Level 1 Adit to Safely Access Primary Bulkhead Construction Zone
- Limited Level 1 exploration for potential blockages and connections to other mines
- Construct Flow-Through Bulkhead in Level 1 Adit
- Drill borehole from Surface to Level 2 for monitoring of any impounded water in Level 2 Adit
- Finish the concrete and polyurethane foam seals to isolate Level 3 from the surface and lower levels as well as channelize flow to the Level 3 portal

**BACKGROUND FOR EMERGENCY ACTION PLAN**

EPA has put together an Emergency Action Plan (EAP) to provide a framework for timely and effective communication and coordination with local town, county, state, and federal officials in the event of a release. To shape the EAP, an analysis was conducted to identify and prioritize ways in which uncontrolled and unforeseen releases of mine water may impact downstream waters and the drinking water supply for the Town of Crested Butte.

**EMERGENCY ACTION PLAN**

The purpose of an Emergency Action Plan (EAP) is to address concerns and establish procedures that help to avoid an unforeseen release of mine water. To maintain a proactive approach, the EAP includes a routine monitoring system that can activate the plan. If the plan is activated, a detailed notification system is put into place. The EAP describes the levels of response and notification necessary to mitigate and monitor conditions during and after a potential release.

To continue to maintain a proactive approach EPA, HDR, Town of Crested Butte Public Works, and Gunnison County Emergency Management will participate in an exercise to practice the procedures of the EAP. The Draft EAP is currently under review and will be implemented prior to construction start.

## **OUTREACH FOR 2016**

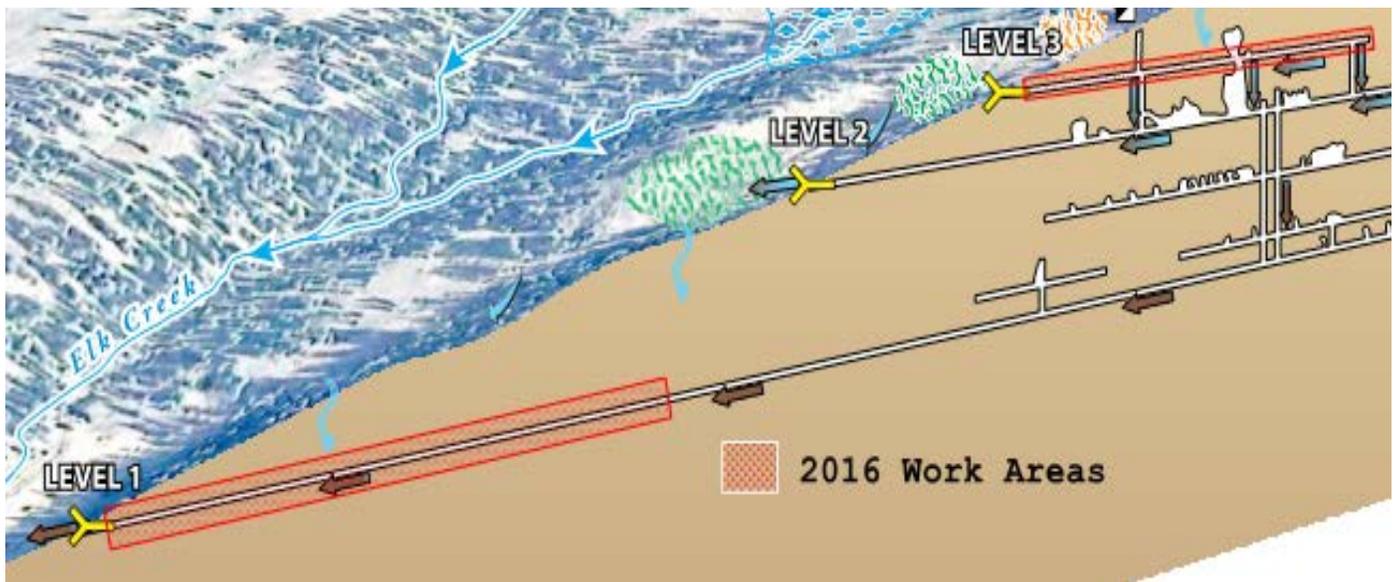
- Keep stakeholders engaged by hosting Standard Mine Advisory Group (SMAG) meetings
- Provide updates about site work in The Crested Butte News
- Brief Town of Crested Butte, Gunnison County, US Forest Service about Emergency Action Plan and 2016 remedial site work
- Host site tour in late summer 2016

## **EPA Contacts**

**Christina Progg**  
Remedial Project Manager  
(303) 312-6009  
Progg.Christina@epa.gov

**James Hanley**  
Site Manager  
(303) 312-6725  
Hanley.James@epa.gov

**Katherine Jenkins**  
Community Involvement  
(303) 312-6351  
Jenkins.Katherine@epa.gov





## Staff Report

May 12, 2016

**To:** Mayor and Town Council  
**Thru:** Bill Crank, Interim Town Manager  
**From:** Lois Rozman, Finance Director  
**Subject:** **Town Manager Search Process**

---

**Summary:** The Town received 5 responses to its Request for Proposal (“RFP”) for consulting services to help with the search for the new Town Manager. Following is a breakdown and discussion of the RFPs received and the search process.

**Previous Council Action:** At the April 18, 2016 Town Council meeting, Council directed Town Staff to issue an RFP for consulting services to help with the search for the new Town Manager.

**Background: Discussion:** Attached is a spreadsheet which shows the 5 responses from the RFP. All responses were in the same general range of \$24,000 to \$27,000 for full search services. Bill and I reviewed all 5 responses and narrowed it down to 2. We did reference calls to municipalities that had used each of the 2 firms. From those calls and discussions, we believe Waters & Company is the best fit for the Town’s needs.

Advantages of using a consultant:

- Expertise in executive search and hiring
- Independent and neutral person to:
  - ✓ Help Council define what they are looking for in the Town Manager
  - ✓ Conduct thorough background search on candidates
  - ✓ Deliver a detailed profile of each candidate to Council
  - ✓ Help Council establish a 1<sup>st</sup> year game plan (goals/objectives) and a method for evaluation to help Council and successful candidate know what’s expected
  - ✓ Help Council develop final interview questions to avoid legal pitfalls
- Allows Town Staff to focus on their daily jobs and current pressing issues rather than spending full time on the search process

Disadvantages of using a consultant:

- Hard dollar cost of consultant’s contract. However, Staff’s time to handle the search process should not be ignored.
- Time frame longer using a consultant
- Consultant may have a hard time getting to an understanding of Crested Butte community values

Advantages of using Council/Staff process:

- Full control over the process

Disadvantages of using Council/Staff process:

- Loss of time Staff will have available for daily jobs and pressing issues
- Amount of additional time Council will need to devote to the process
- Lack of expertise in executive hiring

**Legal Implications:** If the Council decides to move forward with consultant services, the final contract will need to be reviewed by Town Attorney Belkin.

**Financial Implications:** The cost of the consultant is in the \$25,000 range. There will be additional expenses for the final interview process. A very rough estimate would be \$5,000 and is dependent on the number of finalists Council desires to interview and where they are from. A rough estimate of the search conducted by Council and Town Staff would be \$5,200 plus the \$5,000 for finalist interview process. There is also a cost of Town Staff & Council time to conduct the search that should be taken into consideration. Approximately 255 hours or just over 3 weeks, of Interim Town Manager and Finance/HR director time is the equivalent to the hard dollar cost of the consultant.

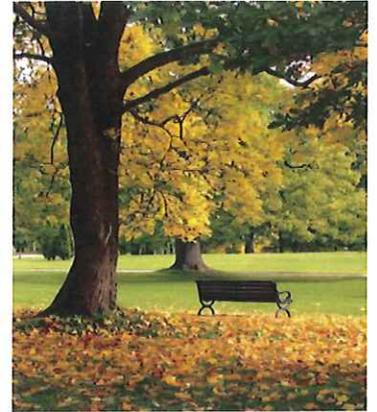
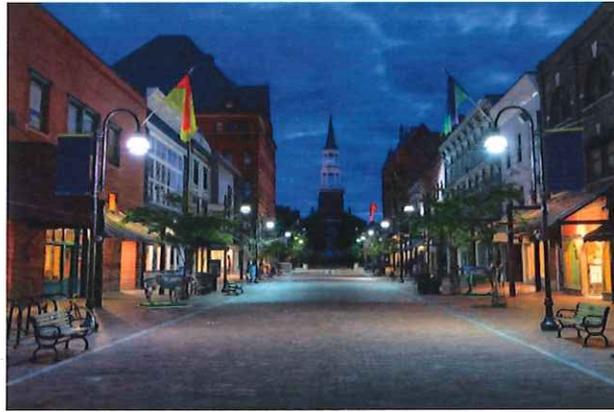
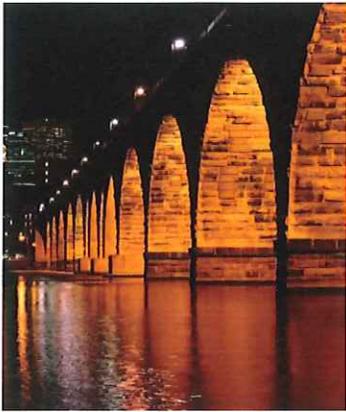
**Recommendation:** Staff recognizes the need to move forward in an expeditious manner and therefore recommends the Council authorize Staff, along with 2 Council members to negotiate and sign a scope of work and contract with Waters & Company, thus alleviating the need for another Council meeting to approve the contract. The contract price is not exceed \$25,000. The scope of work should include language concerning local candidates and Town Staff/Council review.

**Proposed Motion:** Assuming Council desires to hire a consultant to help with the Town Manager search, a proposed motion would be: "I move to authorize Town Staff and 2 Council members to negotiate and sign a scope of work and contract with Waters & Company for a price not to exceed \$25,000. The scope of work to include language concerning local candidates and Town Staff/Council review."

If Council desires not to hire a consultant to help with the Town Manager search, the Council will need to undertake a discussion of next steps and set a special meeting to discuss and lay out the overall search process and discuss initial items such as manager profile, job description, job ad and ad placement.

REQUEST FOR PROPOSALS FOR TOWN MANAGER RECRUITMENT SERVICES  
May 2016

	1. Assist with Staff & Community Input	2. Selection criteria for evaluating candidates (profile, job description, goals/objectives, compensation)	3. Review resumes - initial background check	4. Schedule & conduct initial interviews	5. Candidate List to Council	1. Location	2. Colorado Experience (past 3 years)	3. Municipal Experience	4. Recruitment Work Plan	5. Time Frame	6. Fee Structure (candidate travel is on top of fee)	7. National Search (Full Search)
	REQUIRED ELEMENTS					EVALUATION CRITERIA						
David Gomex & Associates Inc.	Yes	Yes	Yes	Yes	Yes	IL	No	A lot of non-profit and special district	x	70 days	25% of compensation + expenses	Yes
Novak Consulting Group	Yes	Yes	Yes	Yes	Yes	OH	2 -- Louisville & Loveland	Managers & dept. directors	Yes	15 weeks (May 30 - Sept 5)	\$22,300 + expenses (no max on expenses)	Yes
Slavin	Yes	Yes	Yes	Yes	Yes	GA	Glenwood Springs & Steamboat Springs (plus others)	Managers & dept. directors	Yes	60-90 days	Rate Schedule -- estimate is \$15,135 + \$8,324 expenses	Yes
Strategic Government Resources	Yes	Yes	Yes	Yes	Yes	TX	2 -- Northglenn & Gunnison	Managers & dept. directors	Yes	15 Weeks	\$18,500 fixed + \$8,500 expenses (not to exceed)	Yes
Waters & Company	Yes	Yes	Yes	Yes	Yes	TX (office in Denver)	5 -- Grand Junction & Hayden & Westminister & Castle Rock & Monument	Managers & dept. directors	Yes	May 30 - Aug 21	\$24,500	Yes



# Proposal

**Town of Crested Butte, CO**

Proposal to Provide Town Manager Recruitment Services

May 6, 2016

# Table of Contents

## LETTER OF TRANSMITTAL

1	NAME AND ADDRESS .....	1
2	BRIEF HISTORY .....	1
3.	PREVIOUS EXECUTIVE SEARCH EXPERIENCE .....	2
4.	KEY PERSONNEL.....	3
5.	PROJECT WORK PLAN .....	9
6.	ADDITIONAL INFORMATION .....	15
7.	BENEFITS TO THE TOWN OF CRESTED BUTTE.....	16
8.	CURRENT OR RECENT CLIENTS .....	17
9.	DISCLOSURE STATEMENT .....	18
	SAMPLE BROCHURE .....	APPENDIX I

and the ability to conduct database inquiries for candidates based on characteristics important to the Town such as geographic location and specific experience, expertise and qualifications.

The proposal document will provide you the details about our approach, expertise, client references and pricing for this executive recruitment. If you have any questions, please contact either one of us for additional information:

**Co-Project Leader Information**

Chuck Rohre, Senior Vice President  
214-608-7477  
[crohre@waters-company.com](mailto:crohre@waters-company.com)

Miguel Ozuna, Vice President  
214-842-6478  
[mozuna@waters-company.com](mailto:mozuna@waters-company.com)

**Firm Information**

**Waters & Company, a Springsted Company**  
**14285 Midway Road, Suite 340**  
**Addison, Texas 75001**

Our Team would consider it a professional privilege to provide these services to the Town of Crested Butte.

Respectfully submitted,

 <sup>sml</sup>

Chuck Rohre, Senior Vice President  
*Consultant*

 <sup>sml</sup>

Miguel Ozuna, Vice President  
*Consultant*

sml

### 3. Previous Executive Search Experience

#### Experience

The following is a partial list of previous Executive Recruitments:

List of City Administration Executive Recruitments: 2013 to Present				
Year	Client	State	Recruitment	Population
2013	Bayport	MN	City Administrator	3,496
2013	Belle Plaine	MN	City Administrator	6,838
2013	Bellevue	WI	Village Administrator	14,570
2013	Burnsville	MN	City Manager	61,434
2013	Clinton	NC	City Manager	8,676
2013	East Grand Forks	MN	City Administrator	8,602
2013	International Falls	MN	City Administrator	6,357
2013	Irving	TX	City Manager	228,653
2013	Justin	TX	City Manager	3,333
2013	Manassas	VA	Director of Finance and Administration	41,705
2013	Montgomery	MN	City Administrator	2,933
2013	Moose Lake	MN	City Administrator	2,787
2013	Muskegon	MI	City Manager	37,213
2013	Newport News	VA	City Manager	179,611
2013	Norwood Young America	MN	City Administrator	3,583
2013	Raleigh	NC	City Manager	423,179
2013	Sherburn	MN	City Administrator	1,128
2013	Watertown	MN	City Administrator	4,239
2013	West Saint Paul	MN	City Manager	19,708
2014	Atlantic Beach	FL	City Manager	12,864
2014	Belle Plaine	MN	City Administrator	6,838
2014	Bloomington	MN	City Manager	86,319
2014	Boone	NC	Town Manager	17,774
2014	Cape Charles	VA	Town Manager	990
2014	Castle Rock	CO	Town Manager	53,063
2014	Eustis	FL	City Manager	19,214
2014	Hutchinson	MN	City Administrator	13,871
2014	Irving	TX	City Manager	225,427
2014	Lakeville	MN	City Administrator	58,562
2014	Lexington	VA	City Manager	6,998
2014	Midlothian	TX	City Manager	19,891
2014	Narberth Borough	PA	Borough Manager	4,295
2014	Novi	MI	City Manager	123,099
2014	Oakdale	MN	City Administrator	27,780
2014	Springfield	MN	City Manager	2,114
2014	Township of Lower Merion	PA	Township Manager	59,850
2015	Bemidji	MN	City Manager	14,435
2015	Big Lake	MN	City Administrator	10,298
2015	Brooklyn Park	MN	City Manager	78,373
2015	Coon Rapids	MN	City Manager	62,103
2015	Cottage Grove	MN	City Manager	35,399
2015	Davidson	NC	Town Manager	11,750
2015	Diboll	TX	City Manager	5,323
2015	Fairfield County	SC	County Administrator	23,109

## **Rollie Waters**

### *Executive Vice President*

---

Rollie O. Waters is an Executive Vice President of Waters & Company, a Springsted Company. Since 1976, Rollie has been a management consultant to private and public sector clients. He has consulted with national and international clients in the area of HR Management system design and strategic management. He has given various lectures and seminars for organizations in the areas of compensation as it relates to performance management. He is viewed on a national level as one of the foremost authorities in succession planning and performance management system design for the public sector. He has spoken before such organizations as the International City/County Managers Association, American Management Association, The Alliance for Innovation, Southern Methodist University, the University of Maryland, National Forum of Black Public Administrators, California Institute of Technology, the Texas Municipal League (TML), the International Personnel Management Association (IPMA-HR), several international companies in Great Britain and various other U.S. public and private sector agencies and organizations.

Rollie has been actively involved in the development of competency-based knowledge selection and development tools over the past twenty years. He has been instrumental in ensuring the proprietary profiles that he has designed attract the right candidates that fit the organization's needs. In addition, Rollie's extensive knowledge of performance management solidifies matching the management style most compatible with the organization's success. His research on succession planning has led him and his team to be able to help shape the future of organizations through their executive recruitment activities.

Rollie has been widely published in national journals and magazines focusing on human resource challenges. His publications include a research article in the Public Personnel Management Journal titled "The Impact of Behavioral Traits on Performance Appraisal." Prior to founding W&C, Rollie held an executive position with Dun & Bradstreet Co., Inc., and a management position with Owens Corning Fiberglass.

### ***Areas of Expertise***

- Executive Recruitment
- Web-based Compensation Support
- Management Development
- Organizational Strategy
- Mentoring Programs
- Performance Management
- Competency-based Systems and Development Systems
- Succession Planning

### ***Professional Accomplishments and Education***

Rollie is a member of Mensa, a Strategic Partner with the International City/County Managers Association, International Management Consultants, Alliance for Innovation, a member of the National Corporation Advisory Council of the National Forum for Black Public Administrators and numerous other professional groups. He has also appeared in several professional directories such as Who's Who in the World, Who's Who in Finance and History, and many others. Rollie has an extensive background in the behavioral sciences and strategic planning. He received his MBA at Pepperdine University and his Bachelor of Science degree in Psychology from the University of South Carolina. In addition, he is a Certified Management Consultant (CMC); CMC is a certification mark awarded by the Institute of Management Consultants USA and represents evidence of the highest standards in consulting and adherence to the ethical canons of the profession.

**Miguel Ozuna**

*Vice President and Consultant*

---

Miguel Ozuna is a Vice President and Consultant with Waters & Company, *A Springsted Company*. Prior to joining Waters & Company, Mr. Ozuna served as Director of Human Resources for the City of Cedar Park (Central Texas) and the City of Weslaco (Rio Grande Valley). His extensive experience of over 15 years in municipal human resources has given Mr. Ozuna broad familiarity and knowledge of municipal government operations making him ideal to provide executive recruitment and organizational management services. His expertise encompass all aspects of the municipal human resources function to include recruiting, benefits administration, compensation, employee relations, training and organizational management.

Mr. Ozuna’s work in municipal human resources has propelled him to leadership positions in statewide municipal organizations to include the Texas Municipal Human Resources Association and the Texas Public Employers Labor Relations Association.

Mr. Ozuna holds a Bachelor of Arts Degree in History from Sam Houston State University.

**Areas of Expertise**

- Recruitment
- Organizational Management
- Employee Relations
- Labor Relations (Civil Service, Collective Bargaining, & Meet and Confer)

**Education and Professional Affiliations**

***Education***

Sam Houston State University, Huntsville, TX  
Bachelor of Arts in History

***Affiliations***

Texas Municipal Human Resources Association  
 Texas Public Employer Labor Relations Association  
 National Public Employer Labor Relations Association  
 International Public Management Association for Human Resources

## **Jenelle Stapleton**

### *Project Coordinator*

---

Jenelle Stapleton is the Project Coordinator at Waters & Company, a *Springsted Company*. She is responsible for supporting the lead consultants throughout the entire scope of the recruiting process, as well as providing administrative support to the Executive Vice President, Rollie Waters.

In this role, Jenelle coordinates communications with candidates, the processes resumes and distributes candidate questionnaires. She is also responsible for providing support to candidates regarding technical and logistic issues. She assists the consultants in scheduling the semifinalist interviews, submitting profiles for background checks and education verification, as well as notifying the finalists of project status. Her responsibilities extend to editing presentations, advertisement placements and general office administration.

### ***Professional Accomplishments and Education***

Previously, Jenelle worked in Real Estate Investment as the Operations Manager for a boutique firm in Grapevine, TX. Coordinating between private lenders, executive staff and the operations employees, she provided support and implemented resourcefulness at all levels of the company. For four years prior to this, Jenelle served as the Client Relations Executive for a financial sales company in Fort Worth, TX. Jenelle holds an Associate's Degree in Financial Operations and is currently pursuing her Bachelor's Degree in HR Management.

## **Task II: Execution of Recruitment Strategy and Identification of Quality Candidates**

Utilizing the information developed in Task I, W&C will identify and reach out to individuals who will be outstanding candidates for the position of Town Manager. Often, well-qualified candidates are not actively seeking new employment and will not necessarily respond to an advertisement. However, if a potential candidate is presented with the opportunity directly and in the proper manner, he or she may apply. We take pride in our ability to locate highly qualified candidates across the nation based on the professional contacts and relationships we have developed and maintained over many years.

These efforts will be supplemented by the creation of an appropriate database utilizing our extensive, interactive applicant database for the Town Manager position. This will provide the W&C Team with the ability to customize applicant flow and tracking, communication with applicants and conduct database inquiries for candidates based on characteristics important to the Town such as geographic location, particular experience, expertise and credentials.

During this part of the process the Recruitment Project Team will work with the Interim Town Manager, Town Council and Senior Staff to reach consensus on the leadership and management style for the ideal candidate. Our research will determine the key competencies, work values and leadership/management style for the position and match the candidates to each attribute. Each candidate submitting a resume is sent a timely acknowledgement by our Team, including an approximate schedule for the recruitment. Throughout the recruitment process, communications are maintained with each candidate regarding information about the recruitment progress and their status in the process. We take pride in the many complimentary comments made by candidates regarding the level of communication and the professional manner in which they are treated during our recruitments.

<b>Project Milestone</b>	<b>Deliverables</b>	<b>Proposed Date</b>
Execution of recruitment strategy and candidate outreach.	<ul style="list-style-type: none"><li>• Online data collection and profile development.</li><li>• Development of interactive searchable applicant database for recruitment of the Town Manager.</li><li>• W&amp;C performs direct outreach to prospective candidates identified in the recruitment strategy.</li><li>• Utilization of extensive applicant database to identify applications and review applicant pool for competencies/demographics.</li></ul>	June 8 – July 17

## **Task III: Screening of Applicants and Recommendation of Semi-Finalists**

In Task III the Recruitment Project Team, under the direction of Chuck Rohre and Miguel Ozuna, will screen the candidates against the criteria within the position and candidate profiles and develop a list of semi-finalists for recommendation to the Town Council.

The most promising applicants will receive a candidate essay questionnaire to complete that will provide additional information about the candidates' background and experience. We will then narrow the list to a group of 10-15 semifinalists for your review and to select finalists.

*To ensure that our quality standards are maintained, we require a minimum of ten business days between the time that you select the finalists for on-site interviews and when we submit the candidate documentation for your final interview process.*

Project Milestone	Deliverables	Proposed Date
Finalists complete supplemental work products.	<ul style="list-style-type: none"> <li>Finalists complete narrative of their two most significant professional achievements and a critical problem analysis.</li> </ul>	August 2
Design final process with Town Council for on-site interviews with finalists.	<ul style="list-style-type: none"> <li>W&amp;C confirms interviews with candidates.</li> <li>Travel logistics are scheduled for the candidates.</li> </ul>	August 2 – 3
Background checks, reference checks and academic verification.	<ul style="list-style-type: none"> <li>W&amp;C completes background checks, reference checks and academic verifications for finalists.</li> </ul>	August 10

### **Task V: Final Interview Process**

Upon completion of Task IV, we will work with you to develop the final interview process. We will provide documentation on each of the finalists which will provide the highlights of their professional experience and leadership/management profile (Gap Analysis) as well as a summary of the results of the reference checks, background checks and academic verifications. In addition, the Final Report will include guidelines for interviewing the candidates, suggested interview questions and a candidate assessment process for your interview panel(s).

The Recruitment Project Team Leader will be available during the final interview process to answer questions about the candidates and, if requested, assist with the final evaluation of the candidates. In addition, if the Town requests the service, we will assist you with the development of a compensation package and related employment considerations and assist with the negotiation of an employment agreement.

Project Milestone	Deliverables	Proposed Date
Final Report prepared and delivered to Town.	<ul style="list-style-type: none"> <li>Final Report is prepared, including brochure, interview schedule, cover letter, resume, candidate questionnaire, two examples of candidates' most significant professional achievements, suggested interview questions, candidate assessment form and management style probing questions.</li> </ul>	August 11
On-site interviews with finalists.	<ul style="list-style-type: none"> <li>Interviews are scheduled.</li> <li>Recruitment Project Team Leader attends client interviews and is available to participate during deliberations of candidates.</li> </ul>	Week of August 14

## Timeline

Below is an estimated Timeline for the executive recruitment process. You will be asked during the first on-site meeting to review and approve a Timeline for the recruitment project. It is our intent to conduct the recruitment expeditiously, but not at the expense of finding high-quality candidates for you.

<b>TOWN OF CRESTED BUTTE, CO EXECUTIVE RECRUITMENT PRELIMINARY TIMELINE</b>		
The following Timeline represents a preliminary schedule for your executive recruitment based on a commencement date of May 30, 2016. Actual target dates will be developed in consultation with and approved by the Town Council.		
Project Milestone	Deliverables	Target Date
Profile development, advertising and candidate outreach.	<ul style="list-style-type: none"> <li>W&amp;C completes on-site interviews to develop candidate profile and recruitment brochure; the Town approves ad placement schedule and timeline.</li> <li>W&amp;C sends draft recruitment brochure to the Town.</li> <li>The Town returns draft recruitment brochure (with edits) to W&amp;C.</li> <li>W&amp;C commences executive recruitment advertising and marketing.</li> <li>Online data collection and profile development.</li> </ul>	May 30 – June 7
Applicant screening and assessment and recommendation of semi-finalists.	<ul style="list-style-type: none"> <li>W&amp;C commences formal review of applications and sends most promising applicants a Candidate Questionnaire to provide additional information about background and experience. Candidates complete recorded interview online.</li> <li>W&amp;C completes formal review of applications and sends selected resumes and questionnaire responses to the Town for review. Also candidates' recorded interviews are presented.</li> <li>Semi-finalists complete candidate management style assessment and responses are reviewed and interview questions are developed.</li> <li>W&amp;C meets with the Town and recommends semi-finalists; the Town selects finalists for on-site interviews.</li> </ul>	June 8 – August 1
Comprehensive background check and reference checks completed for finalists.	<ul style="list-style-type: none"> <li>W&amp;C completes reference checks/background checks/ academic verification on finalists.</li> </ul>	August 11
On-site Interviews with finalists.	<ul style="list-style-type: none"> <li>W&amp;C sends documentation for finalists to the Town.</li> <li>The Town conducts on-site interviews with finalists.</li> </ul>	Week of August 14
Employment offer made / accepted.	<ul style="list-style-type: none"> <li>The Town extends employment offer to selected candidate.</li> </ul>	Week of August 21

At this time our firm and consultants are not engaged in other projects that would adversely affect the timeline for this recruitment.

## Triple Guarantee

---

Our Triple Guarantee is defined as: (1) A commitment to remain with the recruitment assignment until you have made an appointment for the fees and tasks quoted in this proposal. If you are unable to make a selection from the initial group of finalists, W&C will work to identify a supplemental group until you find a candidate to hire. (2) Your executive recruitment is guaranteed for 24 months against termination or resignation for any reason. The replacement recruitment will be repeated with no additional professional fee, but only for project-related expenses. Candidates appointed from within your organization do not qualify for this guarantee. This guarantee is subject to further limitations and restrictions of your state laws. (3) W&C will not directly solicit any candidates selected under this contract for any other position while the candidate is employed with your organization.

## 7. Benefits to the Town of Crested Butte

Selecting W&C to conduct your executive recruitment provides Town of Crested Butte with the following benefits:

- **Comprehensive and Structured Process** – Our process is comprehensive and seamless, reflecting our years of interaction with local government employers and prospective candidates.
- **Transparency** – W&C comes to the Town without having any preconceived notions or expectations about the Town and prospective candidates. The W&C team works closely with the Town to make sure the process is transparent.
- **Confidentiality** – Prospective candidates know that their application will be kept confidential, allowing them to express interest in the position without jeopardizing their current employment. Our reputation for ensuring candidate confidentiality as permitted by state and local law means that the Town of Crested Butte can count on maximizing the number of qualified candidates interested in the Town Manager position.
- **Candidate Recruitment** – W&C actively recruits qualified candidates, drawing from our extensive personal and professional connections with capable individuals around the state, region and nation and assuring the Town of its access to established managers and rising stars. The ability to widely recruit for prospective candidates is one of the primary benefits of using W&C.
- **Focused Use of Board Members' Time** – W&C's comprehensive process incorporates the active participation of Town Council members at key steps in the process. Our process keeps elected officials fully advised and informed of all aspects of the process without requiring them to expend large amounts of time in the search process or to put aside other pressing issues facing the Town.
- **Minimize Staff Disruption** – W&C's search process also minimizes disruptions to Town staff, some of whom may have additional duties in this time of transition. Because conducting a thorough search can be time-consuming, W&C's involvement allows staff to stay focused on their primary and assigned functions.
- **Thorough Evaluation of Candidates** – The Town seeks a Town Manager of sound professional and personal character. W&C's process includes a thorough evaluation of the final candidates, including detailed information from references and a careful review of background records.

9. Disclosure Statement

**DISCLOSURE STATEMENT**

As a condition for consideration Consultant must disclose any conflict of interest with the Town of Crested Butte, including, but not limited to, any relationship with any Town of Crested Butte elected official or employee. Your response must disclose if a known relationship exists between any principal of your firm and any Town of Crested Butte elected official or employee. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose a conflict may result in disqualification. This form must be completed and returned in order for your proposal to be eligible for consideration.

NO KNOWN RELATIONSHIP EXISTS

No known relationship exists

RELATIONSHIP EXISTS (Please explain the relationship)

---

---

---

I CERTIFY THAT:

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true as of the date; and
2. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Chuck Rohre

Print Name

Senior Vice President

Title

*Chuck Rohre smP*

Signature

**APPENDIX I**  
**Sample Brochure**



## THE COMMUNITY (Continued)

an increase of 181% from the population of 1971 in 2000. Continued rapid growth is anticipated. Town residents tend to be well-educated, involved and politically and fiscally conservative.

Monument consists of 4.6 square miles of land, on both sides of I-25. The commercial base consists mostly of small businesses, rather than larger-scale manufacturers. Individually-owned shops and services located in the downtown's Monument Plaza offer a unique blend of quality shopping, all within walking distance of each other. Located off Highway 105, shoppers will find galleries, home décor, book and specialty stores, as well as restaurants and professional service businesses. Jackson Creek Marketplace Center, a more recent commercial expansion of the Monument stores located east of I-25, offers national "big box" chain store shopping (e.g., Walmart, Home Depot, and Kohls), mixed with smaller retail and service businesses, as well as office condominiums and restaurants.

By Colorado law, Monument is a school-choice community. Because of this, there are opportunities for public schools, private schools, charter schools, and home schooling. The public school system is Lewis-Palmer School District 38. The Lewis-Palmer District ACT scores in its two high schools are about 20% higher than the average state scores and the Lewis-Palmer District as a whole performs 15-20% better on standardized testing than the Colorado state average.

Monument offers a high quality of life, with an inviting and family-friendly atmosphere for its next Town Manager.

## CANDIDATE PROFILE

The following listing - prepared in consultation with Town Board of Trustees and key Town staff - reflects the leadership and management style and personal characteristics of the ideal candidate:

- Passion for public service and a commitment to leading highly experienced and competent staff committed to outstanding levels of service.
- Commitment to collaboration and engagement among employees, customers and community.
- Recognition of the limited role and scope of government and how it should be exercised.
- An approachable, outgoing, open and participatory management style.
- High personal energy and a positive approach.
- Highly-developed financial management and budgetary skills. The Town Manager will be adept at obtaining and administering grants from state, federal and private sector sources.
- Outstanding personal leadership and management skills.
- The ability to work with and communicate effectively with all levels of the organization and all elements of the community on a straightforward and equitable basis.
- The ability to anticipate problems, identify alternative courses of action, and prepare proactive

recommendations and to defend and support those recommendations before the Board of Trustees.

- The ability to be an effective and articulate advocate for the Town's interests in discussions and negotiations with other organizations, including other municipalities, El Paso County and the State of Colorado.
- The ability to effectively delegate authority and responsibility while maintaining appropriate levels of accountability and operational control.
- A willingness to maintain a high degree of visibility in the community, both on and off the job. The successful candidate will have the desire to enter into a long-term relationship with the Town of Monument and the community.

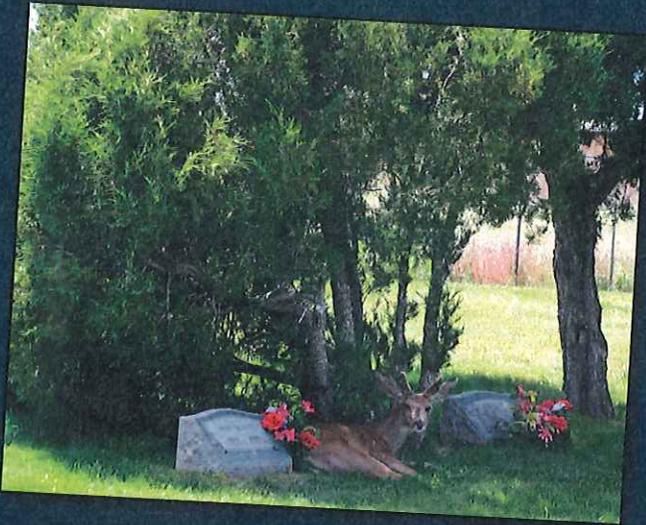
Other required personal characteristics include:

- A visionary approach to Monument's future.
- An understanding of the political process while avoiding personal involvement in political issues.
- Initiative, resourcefulness, creativity and problem-solving ability.
- Outstanding interpersonal and "people" skills.
- Outstanding written, oral and presentation communication skills.
- Personal and professional integrity of the highest order, demonstrated in both the candidate's public and private life.

## QUALIFICATIONS AND EXPERIENCE

The successful candidate will hold a bachelor's degree in business or public administration, political science, finance, engineering or a related field. A minimum of eight years managerial service in a municipality, county, not for profit organization, senior military service or private sector business, or a combination of these managerial experiences, is sought. The Board of Trustees is open to candidates from any region of the country with the requisite skills and qualifications.

The ideal candidate will offer aptitude and experience in financial management, economic development planning/community development and grant acquisition/administration. The Board is seeking applicants with balanced technical and interpersonal skills, a genuine desire to be part of the community, and an individual with the capacity to be a "quick study" on Colorado-specific issues, such as TABOR and water acquisition/rights issues.



## COMPENSATION

A competitive starting salary, based on the successful candidate's qualifications and experience, will be offered. An excellent benefits package is offered, including an employment agreement; relocation assistance; a contributory 457 retirement plan; medical, dental, and vision insurance at highly favorable rates; as well as life and disability insurance; and other highly competitive benefits. The quality of life offered in Monument is outstanding, and the Town Manager is encouraged to reside within the corporate limits of Monument while employed by the Town.



## APPLICATION & SELECTION PROCESS

Qualified candidates please submit your resume online by visiting our website at <https://waters-company.recruitmenthome.com>. This position is open until filled; however, the first review of applications will take place on **June 19, 2015**. Following the first review date, applications will be screened against criteria provided in this brochure and the Mayor and Town Board will consider offering interviews to selected candidates. Interviews in Monument will be offered by the Town to those candidates named as Finalists, with reference checks, background checks, and academic verifications conducted after receiving candidates' permission.

For more information, please contact:

Chuck Rohre  
(214) 466-2436 (direct)  
(214) 608-7477 (mobile)  
Email: [crohre@waters-company.com](mailto:crohre@waters-company.com)

**Applicants for this position selected as finalists will be subject to a criminal history/credit/driver's license check prior to interview. While the consultant and Town of Monument will endeavor to maintain confidentiality, your candidate status as a finalist will be subject to release to the public at the final stage of the recruitment process.**

**The Town of Monument is an equal opportunity employer and values diversity at all levels of its workforce.**



**W&C** | Waters & Company  
Executive Recruitment  
A Springsted Company

285 Midway Road  
Suite 340  
Addison, TX 75001

Phone: 972.481.1950  
Toll-free: 800.899.1669  
Fax: 972.481.1951

Springsted Incorporated  
180 Jackson Street  
Suite 200  
Saint Paul, MN 55101

Phone: 651.223.3000  
Fax: 651.223.3002

[waters-company.com](http://waters-company.com)

Helping

**PUBLIC & PRIVATE**

**SECTOR CLIENTS**

manage their HR needs



## Betty Warren

---

**From:** Betty Warren  
**Sent:** Monday, May 09, 2016 8:57 AM  
**To:** Betty Warren  
**Subject:** FW: bag ban not a good idea

**From:** <pete@acmeliquor.com>  
**Date:** May 7, 2016 at 1:01:27 PM EDT  
**To:** <Istanford@crestedbutte-co.gov>  
**Subject:** bag ban not a good idea

Dear Town Council and those leading the Bag Ban,

I do not believe it is a good idea to ban paper bags in town completely.

People and businesses can certainly choose to follow any ordinance passed,

but I for one, and my business (Acme Liquor Store) will not be following

any such ordinances. In the liquor retail business, paper bags (which

are certainly good for more than "single use") are both a

safety and a privacy issue. I believe my customers have the right to exit

with a free paper bag to hide from minors and other curious individuals

the contents of their purchase. It also has not been stated whether or

not how size of bag relates to the fine. Why should anyone pay \$.25 for a

pint sized bag, and the same for a grocery style bag. What about our

complimentary mylar gift bags? We often have to

use multiple bags in any given purchase in order to secure the product

from breakage on its exit

of the premises.

-Peter Cook

Owner, Acme Liquor Store.

## Betty Warren

---

**From:** Betty Warren  
**Sent:** Tuesday, May 10, 2016 4:36 PM  
**To:** Betty Warren  
**Subject:** FW: Single Use Bag Ban

**From:** Jen Greene <[paradoxfootwear@gmail.com](mailto:paradoxfootwear@gmail.com)>  
**Date:** May 10, 2016 at 2:22:49 PM MDT  
**To:** [glennmichel@crestedbutte-co.gov](mailto:glennmichel@crestedbutte-co.gov)  
**Subject:** Single Use Bag Ban

Hi Glenn,

Happy off season- I hope you and your family are well. I am writing this email because I was really surprised to see in the paper this week that the plastic bag ban initiative that has been gaining momentum has now changed to a ban on all single use bags. I feel like this is a big difference and is being snuck in without appropriate feedback from Crested Butte businesses. I definitely support a ban on plastic bags and stated this in the Chamber survey. I am not in favor of a ban on all single use bags and am really surprised at this change. I hope the council knows that many retailers I have spoken with have not been asked about this which isn't fair since we will be the ones doing the explaining of this initiative to our customers. The organization won't be at my store in July doing the explaining. It will be me and my employees. Yes- a ban on all single use bags is better for the environment but this has been a little forced. Thank you for your time and for sharing my thoughts with the rest of the council.

--

Jen Greene  
Paradox Footwear  
PO Box 128  
428 Elk Ave.  
Crested Butte, CO 81224  
970-349-9711  
970-349-9712 (f)  
[www.paradoxfootwear.com](http://www.paradoxfootwear.com)

## Betty Warren

---

**From:** Glenn Michel  
**Sent:** Wednesday, May 11, 2016 3:35 PM  
**To:** Alison Fuchs; Betty Warren  
**Cc:** R Mason; J Schmidt; Chris Ladoulis; Paul Merck; Erika Vohman; Laura Mitchell  
**Subject:** Re: Bag Ban

Thanks Alison,

We will include your letter in the public record.

Sent from my iPad

> On May 11, 2016, at 8:51 AM, Alison Fuchs <ali@bigalsbicycleheaven.com> wrote:

>

> Council and Glenn -

> I'll keep it short and sweet but as you are probably figuring out by now there are many retailers in town who are not fond of the change in the bag ban to a ban of all single use bags. You can add me to that list. I have always been willing to support a plastic bag ban and have been approached and asked my opinion about a plastic bag ban only. There was never mention to many retailers of a total single use bag ban until it came out in the paper last week. I would ask you to encourage the proponents of this ban to start small and perhaps look at it as a multi-step process. A plastic bag ban in itself is difficult for some retailers due to the nature of what they sell, but it seems those few are willing to get on board. Banning all single use bags is a huge step to take and creates hardship for all retailers. At the end of the day we are a tourist town and visitors happily strolling up and down Elk Ave with bags of their purchases is a good thing for everyone. Thanks for your time and I'm willing to help with any other input if needed.

>

> Sincerely - Ali Fuchs

> Big Al's Bicycle Heaven

## Betty Warren

---

**From:** Glenn Michel  
**Sent:** Thursday, May 12, 2016 8:02 AM  
**To:** Travis Underwood; Betty Warren  
**Subject:** Re: Single Use Bag Ban

Thanks Travis,

Your letter will be included in the public record. Please stay involved as the council discusses this issue.

Glenn

Sent from my iPhone

> On May 12, 2016, at 7:58 AM, Travis Underwood <travis@chopwoodmercantile.com> wrote:

>

> Dear Council Members —

>

> Chopwood Mercantile supports a plastic bag ban but does not support a paper bag ban. We have used 100% recycled paper bags since opening a year ago. We also have supported Ben Swift's Plastic Bag Free program offering his reusable bags in town. The response to the reusable bags by out of town tourists is that they already have way to many of the reusable bags and do not want to travel with one.

>

> The survey that was sent out to retailers was about plastic bag ban and now it appears paper has been slipped into the mix. We would of responded differently and NOT supported a paper bag ban. Based on the paper's article stating 21 business's have support on a full single use bag ban is inaccurate and misleading. Speaking with other businesses owners, there does not seem to be the support on ALL single use.

>

> I just spent time on a river trip with friends who own 4 locations in Telluride. They do not charge a fee for their 100% recycled paper bags. Another friend in Aspen who works at Kemo Sabe (a retailer there) just uses 100% recycled bags also.

>

> It is an unrealistic burden to require retailers to track an additional fee/tax on ALL single use bags.

>

> Please consider a plastic bag ban in certain instances but NOT a 100% recycled paper bag ban.

>

> Thank you,

> Travis Underwood and Lisa Cramton - Owners Chopwood Mercantile

**June 6, 2016**  
**Work Session**  
Vinotok

**Consent Agenda**

- Special Events: Artumn Festival, Bridges of the Butte, Arts Fest, CB Art Market, Alpenglow
- Approval of 2015 Audit

**New Business**

- Update from Chamber Executive Director, Eliza Cress

**June 20, 2016**

**New Business**

- BLM Update on Gunsite Pass Abandoned Mine Site

**Future Work Session Items:**

- Camping @ Town Ranch (allow? Not allow? Allow camping in other places?)
- BLM and OBJ Campground/Seasonal Housing Shortage (this could be combined with others – especially the Affordable Housing item at the bottom of this list)
- Perimeter Trail – Update, timelines, costs, what does this look like when finished
- Land Trust and Town Preservation Priorities – basically a joint planning/discussion with the CBLT (maybe in Exec Session if they would like) to confer on the priority parcels identified by the CBLT and the priorities of the Town (for planning future open space acquisitions). Maybe even a discussion about purchasing trail easements.
- Elk Avenue Rule Set re: Private Clubs – the whole “private clubs on Elk Avenue” concern that was raised when Irwin obtained a private liquor license for the Scarp Ridge Lodge.
- Affordable Housing/Density/Workforce – Blk 79/80
- Double Basements
- Drones
- Special Events