



*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, March 2, 2015**  
**Council Chambers, Crested Butte Town Hall**

**6:00 WORK SESSION**

- 1) Discussion of Potential Relocation Options for Skate Park and Bike Jumps.
- 2) Overview and Discussion on the Vail Special Event Process Model.

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

**7:32 APPROVAL OF AGENDA**

**7:34 CONSENT AGENDA**

- 1) Approval of February 17, 2015 Regular Town Council Meeting Minutes.
- 2) Approval of Consulting Services Agreement with Wright Water Engineers, Inc. for the Performance of Environmental, Water and Wetlands Consulting Services in Connection with the Proposed Slate River Annexation and the Proposed Remediation of the Old Town Landfill.

**7:36 PUBLIC COMMENT**

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

**7:45 STAFF UPDATES**

**8:00 NEW BUSINESS**

- 1) Ordinance No. 1, Series 2015 – An Ordinance of the Crested Butte Town Council Amending Chapter 18, Article 9 of the Crested Butte Municipal Code to Allow for the Use of Enterprise Green Certification in Lieu of Leadership in Energy and Environmental Design (LEED) Certification for Buildings Over 20,000 Square Feet.

**8:15 LEGAL MATTERS**

**8:25 COUNCIL REPORTS AND COMMITTEE UPDATES**

**8:35 OTHER BUSINESS TO COME BEFORE THE COUNCIL**

**8:45 DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE**

- Monday, March 16, 2015 – 6:00PM Work Session – 7:00PM Regular Council
- Monday, April 6, 2015 – 6:00PM Work Session – 7:00PM Regular Council
- Monday, April 20, 2015 – 6:00PM Work Session – 7:00PM Regular Council

**9:00 ADJOURNMENT**



## Staff Report

March 2, 2015

**To:** Mayor and Town Council  
**Thru:** Todd Crossett, Town Manager  
**From:** Janna Hansen, Parks and Recreation Director  
**Subject:** Discussion of Potential Relocation Options for Skatepark and Bike Jumps

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### **Background:**

**Skatepark:** The Crested Butte Skatepark was built at Big Mine Park in 1997 by Team Pain, a skatepark design and construction firm. At the time it was constructed it was cutting edge and Crested Butte quickly became a destination location known for its “legendary” skatepark. The Skatepark is now 18 years old and at the end of its usable life. In October, 2014 Mundus Bishop Design, Inc. was hired by the Town to complete a master plan for Big Mine Park. Team Pain was hired by Mundus Bishop to provide design and consultation services for addressing the needs of the Skatepark. On December 15, 2014 a kickoff community work session was held for the Big Mine Park Master Plan. The kickoff provided an opportunity for all interested parties to come together and engage in collaborative visioning and brainstorming exercises for Big Mine Park. On January 15, 2015 a community work session devoted to the Skatepark was held. The community again had the opportunity to provide input and create a shared vision of the future of skateboarding in our community. Both work sessions had forty plus people in attendance. The Big Mine Park Master Plan is at the conceptual design stage of the process. We anticipate bringing recommended conceptual park plans to the Council in March or April, and design alternatives for both the Skatepark and Big Mine Park as a whole to the Council in June, 2015.

**Dirt Jumps:** In February 2015, the Colorado Department of Local Affairs awarded the Town a grant in the amount of \$150,000 to develop infrastructure for blocks 79 and 80 in preparation for the construction of affordable housing units. A community-built dirt jump park has been located in block 80 since 2006. The Town, in partnership with local user groups, has maintained the dirt jumps throughout the years. It has turned into a very popular summer amenity and in 2012 a Capital Request in the amount of \$50,000 for fiscal year 2016 was unsuccessfully submitted to establish a permanent dirt jump park that would include a site plan, parking, restrooms, irrigation and proper signage. Since the inception of the dirt jumps it has been known that with the build-out of blocks 79 and 80 we would lose this popular summer amenity. With infrastructure slated for development in the spring of 2015, we have three possible options before us; 1) Identify a permanent home for the dirt jumps; 2) Identify a temporary home for the dirt jumps; 3) Do away with this amenity.

### **Discussion:**

**Skatepark:** Preliminary findings from Mundus Bishop, Team Pain, Town Staff and community input suggests that expansion of the skatepark is desired and relocating part or all of the Skatepark from Big Mine Park might be a consideration. The current Skatepark at Big Mine is approximately 5500 square

feet and initial recommendations from our consultants suggest that a 10,000 square foot facility would be necessary to meet our community's needs. The Steering Committee for the Big Mine Park Master Plan will review initial conceptual park plans on March 9<sup>th</sup>. If through the planning process it is found that the recommendation is for the Skatepark to be located outside of Big Mine Park, would the Council consider an alternative location? The following are pros and cons of various locations for Council consideration and discussion:

### **Skatepark Alternative Location #1: Northeast Corner of 5<sup>th</sup> and Gothic, and South of Gothic Field**

#### **Pros:**

- Adjacency to Gothic Park for shared porta potties or restrooms if they are funded
- Undeveloped area of land that could be better utilized
- Sunny location that would allow for a south-facing competition bowl that would melt earlier in the spring allowing for a longer skateboarding season
- Skatepark would not be used for snow storage which would increase the longevity of the park
- Might allow for expansion into the area south of Gothic Field and the sidewalk for beginner features or "street course" features
- Would more equitably distribute park amenities throughout Town and allow for necessary additional space for expansion of other amenities at Big Mine
- Would provide for unique dispersed features within a given area that would address the legacy of Crested Butte as the first skatepark destination in Colorado

#### **Cons:**

- Gothic Field restrooms are slated to go in that space and it is too small for both uses
- Neighborhood impact: more recreational use off Gothic Ave., increased noise and traffic outside of Town Hall and Marshall's Office
- No shade or water outside which might lead to more people using Town Hall and Marshal's Office restrooms and lounge areas

### **Skatepark Alternative Location #2: 8<sup>th</sup> Street Greenway and Block 76, Lot 7**

#### **Pros:**

- On the "Safe Route to School"
- Access to Rainbow Park amenities including the Pavilion for shade, a water fountain, and restrooms
- Sunny location that would allow for a south-facing competition bowl that would melt earlier in the spring allowing for a longer skateboarding season
- Skatepark would not be used for snow storage which would increase the longevity of the park
- Would allow for a "street course" along the 8<sup>th</sup> Street Greenway
- Would more equitably distribute park amenities throughout Town and allow for necessary additional space for expansion of other amenities at Big Mine
- Would provide sufficient room to allow for expansion of the skatepark to address the legacy of Crested Butte as the first skatepark destination in Colorado

#### **Cons:**

- Neighborhood impact
  - More recreational use off 8<sup>th</sup> Street
  - Noise associated with skateboarding
  - 8<sup>th</sup> Street Greenway use shift from passive to active park space
- Loss of one affordable housing unit

\*Staff has received feedback from multiple Council Members both for and against using Lot 7 of Block 76 for park use therefore further discussion is required.

### **Skatepark Alternative Location #3: Remain at Big Mine Park**

#### **Pros:**

- Historic location at Big Mine
- No negative impact to the surrounding neighborhood due to the industrial zoning of the neighborhood and status quo of current use
- Potential cost savings if current bowl remains in place and is resurfaced

#### **Cons:**

- Skatepark and Sled Hill cannot successfully coexist; if the Skatepark is expanded the Sled Hill would no longer be a viable amenity. If there is no expansion to the Skatepark the issue remains of an unsafe run out for sledding
- Decreased lifespan due to necessity of snow blown into bowl to access Zamboni Shed
- Shading by the Ice Arena inhibits snow melt thereby shortening the skate season and doing more damage to the concrete
- Limited opportunity for expansion of the skatepark or other anchor uses at Big Mine Park

#### **Additional Considerations:**

- A potential outcome of the planning process could be a recommendation to split uses and create two or more “skate spots”, small single purpose environments spread around town for more distributed use. This allows for segregated spaces for different skill levels.
  - The skatepark needs to be rebuilt no matter where it is located.
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**Dirt Jumps:** Preliminary discussions among Town Staff have concluded that although the current dirt jumps were never officially made a park, there is enough community support and vitality of use that finding a new home for them is a priority. The following are pros and cons of various locations for Council consideration and discussion:

#### **Dirt Jumps Alternative Location #1: Gravel Pits**

##### **Pros:**

- Undeveloped space that is underutilized in the summer
- Adjacent to the school
- Adjacent to the Deli Trail
- Ease of access to restrooms and water at Town Ranch

##### **Cons:**

- Would be another temporary location if any new construction happens there in the future

#### **Dirt Jumps Alternative Location #2: Paradise Park**

##### **Pros:**

- Undeveloped park space that is currently underutilized
- Proximate location to existing dirt jumps would make relocation of dirt easier
- Adjacent to the Rec Path

##### **Cons:**

- Small space; dirt jumps would not be as spacious as they are currently
- Neighborhood impact with much closer proximity to residential units than previously
- No restroom facility

### **Dirt Jumps Alternative Location #3: Block 76**

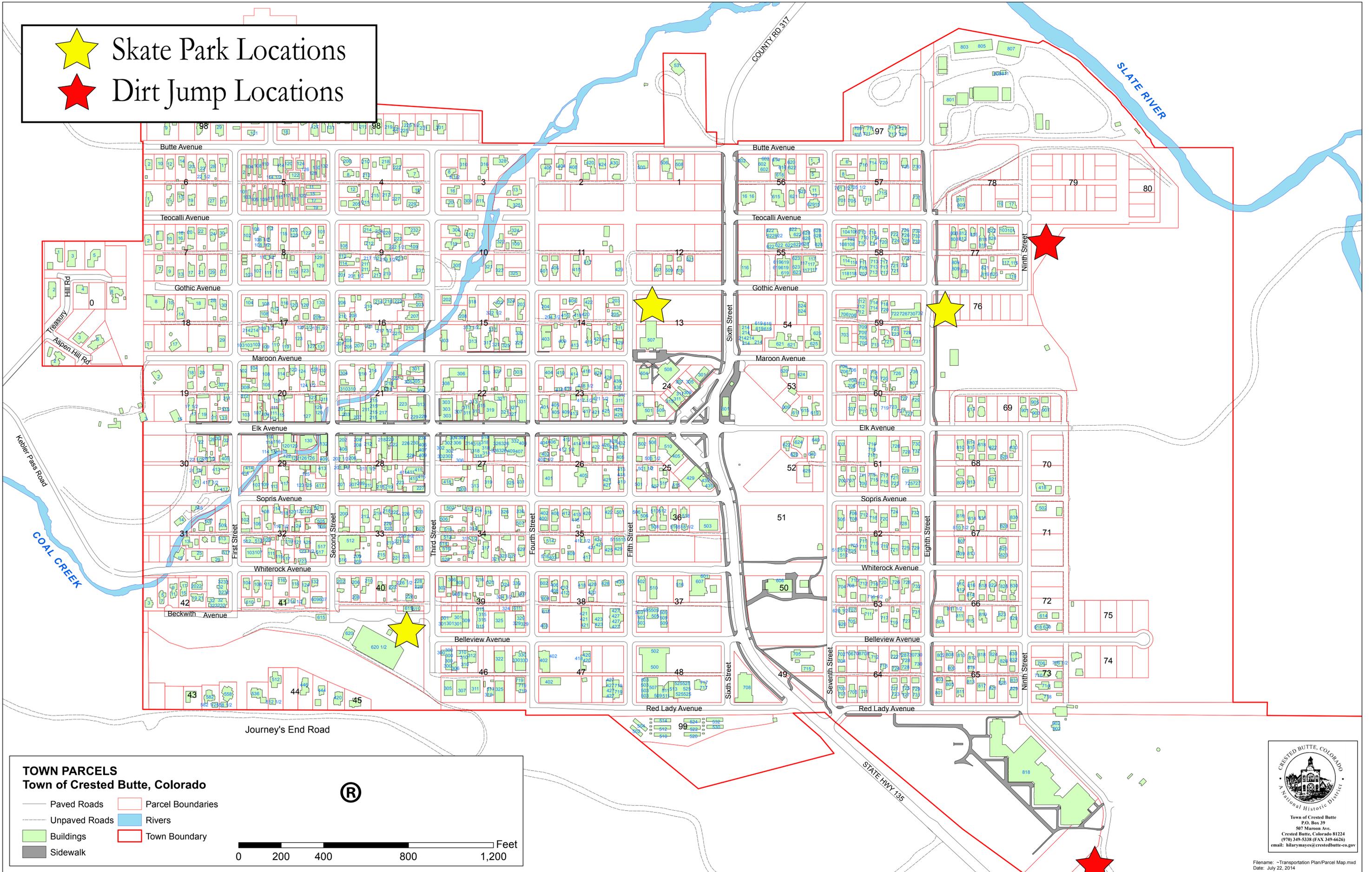
#### **Pros:**

- Proximate location to existing dirt jumps would make relocation of dirt easier
- Adjacent to the Rec Path
- Access to Rainbow Park amenities including the Pavilion for shade, a water fountain, and restrooms

#### **Cons:**

- Temporary location
- Neighborhood impact with much closer proximity to residential units than previously
- Might inhibit winter snow storage

-  Skate Park Locations
-  Dirt Jump Locations



**TOWN PARCELS**  
Town of Crested Butte, Colorado

-  Paved Roads
-  Unpaved Roads
-  Buildings
-  Sidewalk
-  Parcel Boundaries
-  Rivers
-  Town Boundary



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# Events: One Example of Peer Methods

Purpose: Provide information on a topic of interest to the Council  
[DISCLAIMER: this might be the Ferrari, but it's worth looking at]

## Vails "Commission on Special Events" (CSE)

- Formed in 2002
- 7-member Board (Council appointed)
- 2yr terms



- Council's expressed concerns:
- Event Coordination
  - Event Process
  - Event Analysis
  - Event Research (Econ. Impact)

Event



## Events: One Example of Peer Methods

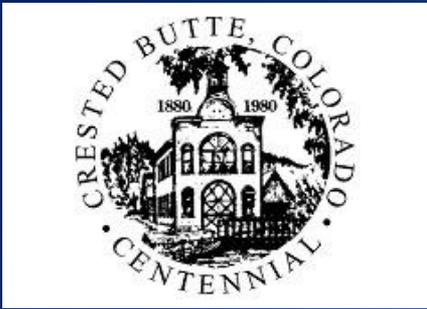
### CSE's Mission:

The Vail Commission on Special Events (CSE) is accountable to deliver an annual Special Events Plan which ensures world class events that are fully aligned with Vail's brand. The CSE will effectively and efficiently allocate available budget behind this objective.

The Events Plan will deliver measureable results in terms of specific goals: economic impact, optimization of the event calendar, positive community experience and integration, as well as positive guest-centric results that lead to future loyalty.

Council's expressed concerns:

- Event Coordination
- Event Process
- Event Analysis
- Event Research (Econ. Impact)



## Events: One Example of Peer Methods

### Strategic Plan:

“The use of measurable criteria in event selection, funding and evaluation is critical to ensuring progress”

### Town Council’s Role:

- “Buy in” that events are an important economic driver
- Funding (not complete – partial) of “major brand events”
  - 2015 Alpine World Championships (\$58M budget)
  - Burton US Open Snowboarding Championships
  - US Pro Challenge

### An Important CB Council Role:

Understand the  
Community’s Limits,  
Tolerance and  
Desire for Events:

## Quiet Festival Attempts to Fight Festival Fatigue

👤 Steph Spencer 🕒 October 29, 2013 📁 Culture, Michigan, Sidelines 💬 1 Comment



## Events: One Example of Peer Methods

### Economic Impact:

RRC Associates 2013: 30 events/\$64M direct economic impact

Payback: \$1.21 per \$1.00 spent (incremental TOV sales tax and VLMD tax revenue per dollar of event funding)

### Timeline:

- Early September – Annual RFP for event proposals
- Mid-October – RFP Response deadline
- November – Producer interviews and CSE funding decisions
- December – Town Council approval
- Late January – Agreements to Producers

#### Council's expressed concerns:

- Event Coordination
- Event Process
- Event Analysis
- Event Research (Econ. Impact)



## Events: One Example of Peer Methods

### Questions/Concerns?

Do Council and Staff believe there is anything to learn/”borrow” from the CSE model?

How much coordination (with Mt. CB/CBMR/Chamber/LMD and even Gunnison) is possible, practical or desired?

Others?

**MINUTES**  
**Town of Crested Butte**  
**Regular Town Council Meeting**  
**Tuesday, February 17, 2015**  
**Council Chambers, Crested Butte Town Hall**

Mayor Huckstep called the meeting to order at 7:03PM.

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

Staff Present: Town Manager Todd Crossett, Building and Zoning Director Bob Gillie, and Town Planner Michael Yerman (including Executive Session)

Finance Director Lois Rozman, Public Works Director Rodney Due, Parks and Recreation Director Janna Hansen, and Town Clerk Lynelle Stanford (all for part of the meeting)

**APPROVAL OF THE AGENDA**

There was a discussion of when to add Executive Session to the agenda. The Executive Session was for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under C.R.S. Section 24-6-402(4)(e), with regards to: (1) the Street and Utility Improvements Agreement between the Town and Ruth J. Kapushion dated October 6, 1986, recorded in the official real property records of the Clerk and Recorder of Gunnison County, Colorado on October 28, 1986 at Reception No. 397358; (2) the potential relocation of the McCormick Ditch in connection therewith; and (3) the letter from the Kapushions' attorneys, Dufford Waldreck Milburn & Krohn LLP regarding the relocation of the McCormick Ditch. It was decided to hold Executive Session after Other Business to Come Before the Council.

Schmidt moved and Mason seconded a motion to amend the agenda by holding Executive Session for the stated reasons after Other Business. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

**CONSENT AGENDA**

- 1) Approval of February 2, 2015 Regular Town Council Meeting Minutes.**
- 2) Approval of Colorado State Historic Fund Grant Award of a 20-Year Covenant on 716 Elk Avenue, Block 61, Lots 7-12.**
- 3) Approval of Revocable Encroachment License Agreement for the Use of Public Property in the Elk Avenue Public Right of Way Adjoining 640 Elk Avenue, Block 52, Lots 1-3.**

**4) Approval of Consulting Services Agreement with JVA, Incorporated for the Performance of Planning Services in Connection with the Creation of a Facility Master Plan for the Town Public Works Yard.**

**5) Approval of Consulting Services Agreement with JVA, Incorporated for the Performance of Engineering Services in Connection with the Proposed Slate River Annexation.**

Schmidt moved and Ladoulis seconded a motion to approve the Consent Agenda. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

**PUBLIC COMMENT**

None

**STAFF UPDATES**

Janna Hansen

- Schmidt asked when the next meeting was scheduled for Big Mine. Hansen answered that the park plan conceptual drawing would be coming out next week, and Mundus Bishop would be on site March 9. She did not yet have an agenda for a meeting; it was dependent on what information came from Mundus Bishop.

Lois Rozman

- Mentioned there were three Town positions being advertised: mechanic/public works, building inspector, and building maintenance.
- Referred to the 4<sup>th</sup> quarter financial summary she provided. Regarding the “Whatever” money, she has worked with the auditors, and the money was in a deposit account. The “Whatever” funds were shown as revenue in 2014. \$360,000 was moved to the capital fund for capital revenue. There was a fence around the funds in the reserve account for 2015 or 2016.
- Met with Gunnison County Clerk and Recorders concerning how they dealt with the real estate transfer tax and the recording of deeds. Rozman reported it was a really good meeting. Deeds would be coming through Town first, which was a system modeled after other towns.

Rodney Due

- Was approached by Eric Roemer, who was interested in paving the alley, behind the Wooden Nickel, between 2<sup>nd</sup> Street and 3<sup>rd</sup> Street. Roemer proposed that the business owners would cover the paving costs, but Town would do the prep work. Due said that nothing was decided officially. He felt everyone would want the alleyways paved once one of them was paved. Berkshire confirmed that particular alley was one that was plowed, and Ladoulis confirmed there were utilities underground in the alley. Crossett added that the Town wanted to be sure that the project was properly engineered. Huckstep explained that Roemer had

spoken of paving the alley for a number of years because of the mud that was tracked into his business. Matuszewicz wondered how pavement interacted with the historic core. Gillie answered it was not an issue. Both Due and Gillie agreed drainage was the biggest issue.

#### Michael Yerman

- Reported to have made good progress on the draft transportation plan. Mentioned he was looking to push the work session to March 16.
- JVA will be starting the facility master plan this week.
- Heard back from DOLA. The Town received \$150,000 in grant funding for Blocks 79 and 80.
- Had a discussion with the school district. They have expansion needs. Reported to have had productive dialogue regarding possibilities related to the annexation. Said a countywide discussion may be initiated because the annexation wasn't the only development impacting schools. Said they would meet again to discuss options.
- Schmidt asked if Yerman received what he needed from them at the meeting (joint meeting/strategic planning on Creative District with Council and BOZAR). Yerman said there would be two more work sessions with the public. He wanted to make Council aware of the dialogue surrounding the Creative District. He said there would be options that contested Town's rule sets, but protecting historic preservation guidelines was a key that he would push for. He also wanted Council to be aware of possible budgetary implications.

#### Lynelle Stanford

- Mentioned the CB Bike Week special event application had been submitted. The Chainless Bike Race is proposed for June 26, and the Fat Tire 40 is proposed to start and end in Town on June 27.
- Received special event application for the Pancake Breakfast on July 4 that will be administratively approved.
- The Music Festival, on Elk Avenue, has proposed One World, a series of concerts, for July 4<sup>th</sup>.

#### Todd Crossett

- Mentioned the relocation of the bike jumps in regards to DOLA funding for Blocks 79 and 80. The jumps were never promised to be permanent, but they were very, very popular. He said Town staff would do the best they could to find a home for them. He stated locations that had been discussed were by the school on the way to the gravel pit and the triangle piece of land across the street from Block 79. Mason suggested they could be moved to the back end of the section, next to rec path, near Rainbow Park. Yerman reminded the Council that when they put in the infrastructure, the area would be a construction site. He also said that with the Big Mine Master Plan, the jumps were on the radar. They could plan on a full update later. Crossett added that they didn't have funding to do anything immediately.

- Mt. Crested Butte really wanted the rec path to connect with Elk. He wanted to make sure no one disagreed with the general direction of the plan. Crossett explained it made the most sense to do an eight-foot wide trail. Due was requesting bids for both asphalt and concrete. Berkshire elaborated that there was no need for a cat wide, groomable trail (for Nordic grooming). Crossett asked the Council if there were any objections to the path going to Elk. Ladoulis mentioned he had heard public objection for more paving on the rec path. The Council determined they had already made the assurance to Mt. Crested Butte.
- Attended, along with Michel, the One Valley Prosperity Project stakeholder roll out. It was well attended. The general roll out will be March 4 at the University.

## **NEW BUSINESS**

### **1) Possible Approval of Special Event Application and Special Event Liquor Permit for Big Air on Elk in the 200 and 300 Blocks of Elk Avenue on March 7, 2015.**

Crossett stated that there was a fairly substantial safety plan from last year that had been vetted through a third party. He felt that largely the event organizers were following it this year, and it was a good plan. However, he said one issue was the uncertainty around snow. Berkshire explained he was not against the event, but he was upset about the way it was managed as a last minute, panicky deal. He said the event had serious safety ramifications, and details fell through the cracks when it was rushed. He said it was irresponsible and inconsiderate for the Town to be forced to jump through hoops, and he said event organizers should at least pay the \$100 late fee. He reiterated he was not against the event, just how it had been managed. In addition, he suggested they block off and close the north side of Elk between 2<sup>nd</sup> Street and 3<sup>rd</sup> Street where the sleds were being run. Closing that area would save the Town the money event organizers requested for jersey barriers, and it would make it safer. Conversely, Matusiewicz thanked Tibljas for a complete packet of information with details and supporting documents. Crossett returned to the topic of Berkshire's suggestion to close the north side of Elk Avenue and said it could be difficult to control. He said it didn't mean the Council had to commit to pay for the jersey barriers, but staff believed the barriers had to be required. Schmidt agreed that closing the north side of Elk would create obvious access problems to shops and bars. It would counter the purpose of trying to get more people to Town to patronize the restaurants. Ladoulis questioned Tibljas if he had any comment on the purpose of the design of jersey barriers to withstand the impact of a snow machine. Tibljas commented that they were improving on what they did last year and felt that they were going above and beyond this year. They planned on incorporating a supplementary safety barrier by inserting a bike fence into the snow at an inverse 45 degree angle, linked together on the top of the 2 foot, 90-degree barrier to create an acute angle, which would throw a sled back into the course. Crossett said considering the amount of snow, it was hard to imagine they could build an effective barrier without the jersey barriers. Tibljas agreed the jersey barriers were instrumental in building an effective safety wall. He elaborated that he was working with the Stash and the Brick to use their side entrances and to use the front doors only for emergency access, reducing the amount of traffic in that area. Also, he was planning to use aluminum ski racks from CBMR because the soft fencing was

often compromised. Tibljas worked with the Western State recreation department to secure six interns who would work Big Air for a grade. He was also trying to create fan fare on the east end of the event to encourage people to come down where there was ample space. Schmidt asked Tibljas if he considered moving the event elsewhere because he saw one of the biggest problems was there was not good place to watch it. Tibljas said they had added multiple screens for viewing, so people could watch from multiple locations and to encourage circulation. He also added that he had no problem paying the \$100 late fee mentioned by Berkshire.

Matusewicz moved and Mason seconded a motion to approve the Big Air on Elk special event application and special event liquor permit contingent upon liquor liability insurance provided to the Town no later than February 26, 2015 and the safety plan executed as described by the event organizer and signed off by Town Staff prior to the event. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

## **2) Discussion and Possible Decision Regarding a Request by Big Air on Elk for Approximately \$3,000 for Jersey Barrier Rental.**

Huckstep confirmed the jersey barriers were required as part of the safety plan. The question was if Town could help to make it happen. Tibljas explained that the climate was causing their costs to increase this year. He was asking the Council to match the same funding they did last year for the jersey barriers. Berkshire said they were now up to \$21K (from the Town), and they took money out of the reserves to keep parks and rec whole. He wondered if there were alternatives. Huckstep asked the Council to consider it holistically. Berkshire said to vote, "no," on the \$3K but to keep the jersey barrier requirement. He felt the event should provide the jersey barriers.

Schmidt questioned Tibljas if there was any income for the event. Tibljas described increased sponsorships and event streaming potential. He felt they were getting close to selling commercial inventories. He talked to the TA, and they also felt Big Air was a great commercial opportunity.

Huckstep asked Due if there was potential to ask Atmos or GCEA for in-kind assistance. Due said there were not a lot of jersey barriers in the valley, and Lacy had the market cornered. Due thought perhaps Gunnison County might have jersey barriers. Schmidt wondered what Tibljas's plan was for the long term. Tibljas said there would be the addition of more national brands involved with the event in the future, including the possibility the event could go live to the world through Serious on the Action Sports Channel. Schmidt asked if it would be possible for the Town to cut off funding assistance and for the event to stand on its own. Tibljas said he would not be asking for additional funds if there was more snow and if he didn't have to pay a third party vendor to haul extra loads of snow. Ladoulis was in favor of the event because of the lack of snow. He felt the people of Town needed something to focus on other than the lack of snow.

Matusewicz explained he would vote, "no," because event organizers had known for a

long time they would need the barriers. There was a clear grant process they could have gone through to request funding. Huckstep said the Council was going against policy because this type of request needed to come through the grant cycle process. Ladoulis suggested they direct the funds to come partly out of grant monies and partly out of the Council's discretionary funds. He recognized the trade off was that there would be less grant money for other organizations. Huckstep mentioned the event would fit under the Growing Winters Program. Matuszewicz suggested that if the motion passed, the funds should come out of the discretionary and not the grant fund. It was unfair to proponents of grants to take it from the grant fund. Mason agreed with Matuszewicz. He didn't want to shorten the spring grant cycle. Schmidt explained to Tibljas that he needed to apply in September of this year for next year's event.

Due added the contingency that if it is snowing, the plows are plowing and not building the jump. Town's priority is the streets. Tibljas said he had motions prepared internally if it snowed.

Schmidt moved and Ladoulis seconded a motion to take \$3,000 out of Council discretionary funds for jersey barriers for Big Air on Elk. Berkshire, Matuszewicz, and Michel voted, "No." Mason, Huckstep, Ladoulis, and Schmidt voted, "Yes." **Motion passed.**

### **3) Information and Discussion Regarding the Center for the Arts New Building Campaign Planning Process.**

Yerman provided an update to the Council because the Center for the Arts' project was moving forward, and he wanted to make Council aware the process was currently ongoing. Staff asked Mundus Bishop to look at conceptual plans in order to take a holistic look at Town Park, in which the Center had paid \$5K for them to work on Town's behalf. He felt it pertinent to look at the whole site and worthwhile to spend \$5K to make sure the space around the building was used in the best way possible.

Yerman expected to bring another resolution before the Council, possibly on March 16, in support of the Center for Arts' expansion. The Center was undergoing the BOZAR process, and BOZAR would determine the design and what the building would look like. Yerman assured the Council that BOZAR would do the job they always did to make sure Crested Butte had the best built environment in the state.

Huckstep said that the community valued the space for Alpenglow, and there were a lot of ways to orient the building to maintain the views. Crossett confirmed that Alpenglow orientation was a key point from the start. Yerman said that when they did bring this forward, if there was a position change, staff wanted to make sure that BOZAR was not tied to a site plan or design. He did not want to jeopardize BOZAR's quasi-judicial position or the ability for them to make a full review.

Schmidt asked if the assumption would be that it was the Town's building. Yerman answered that the Center would like to look at different options. There would be

development fees if the Town did not own it. Yerman also said the lease agreement might need to be adjusted. Schmidt wondered how it affected the quasi-judicial stature if it was the Town against itself. Huckstep reminded the Council that if the Center appealed BOZAR, Council was the Center for Arts' appeal board.

**4) Discussion and Possible Approval for the Town to Participate in the Colorado Association of Ski Town's (CAST) Proposal Phase 1 Study to Examine the Effects of VRBO/Airbnb/Other On-line Vacation Rentals Concerning Impacts on Workforce Housing, Community, and Visitors in Mountain Resorts at a Cost of \$1,950.**

Matuszewicz said it made all the sense in the world to participate. Schmidt agreed. He heard comments from both sides, and he felt it was well worth getting in on this bigger study.

Matuszewicz moved and Berkshire seconded a motion to approve the CAST VRBO phase 1 proposal at a cost of \$1,950. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

**5) Consideration of Request for Monetary Support for the City of Gunnison Paths to Parks GOCO Grant Application for the Gunnison River Access Trail, the Signal Peak/Tenderfoot Mountain Trail, and the Gunnison-Tomichi Ditch Trail.**

Yerman received a letter from the City of Gunnison, and they requested monetary support. A letter of support did not help, partly because they could only have five letters. Yerman told the Council the expenditure would be for 2016. Crossett said Town had a lot of funding problems, and there was not an expectation Council would fund, but it would be a token gesture of support. Matuszewicz asked where the amount that was requested came from. Yerman said he wrote a similar grant, and \$500 to \$1,000 was how much he asked for and was successful in getting from other municipalities. When GOCO reviewed their application, they would see the Town was also contributing. The longer the list of matching funds, the better it looked. Matuszewicz was completely in favor. Berkshire agreed, and said what goes around comes around. A short discussion concerning the amount to contribute ensued. The Council decided to contribute \$1000.

Matuszewicz moved and Berkshire seconded a motion to provide a letter of support and pledge \$1,000 towards the City of Gunnison Paths to Parks project. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

**LEGAL MATTERS**

None

**COUNCIL REPORTS AND COMMITTEE UPDATES**

Chris Ladoulis

- The TA seeded a new board, and their hand off was complete. Schmidt asked Ladoulis if he was pleased with the selection of the board. He answered there was thoughtful discussion amongst the selection committee, and it was a good group.
- Town's official role was to observe the TA, and Town did not have a seat at the table.
- The TA would conduct an audit this quarter looking at irregularities, but it was too early to tell what the issues were.

#### Roland Mason

- Referenced a report from Mountain Express that reflected CB South ridership was staying steady. They averaged 55 riders per day and carried 1638 passengers in January.
- Presidents Day weekend was very busy. Mountain Express carried almost 14,000 people over the weekend. 12,700 people rode the bus the same weekend last year.

#### Skip Berkshire

- Attending a housing meeting tomorrow.

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

Huckstep stated that Chief Marshal Tom Martin asked for input on the proposed new design for Marshals' vehicles. Berkshire asked for the story because he didn't understand if they were rebranding. Crossett said there was no magic behind it; obtaining new vehicles provided the chance to come up with a new design, which was proposed by Mike Reily. Crossett asked the Council if they felt it visually fit in well with Crested Butte, or if it triggered sensitivities. Berkshire said he liked the word, "Marshal," contrary to using the word "Police." He was partial to color. He liked the big black mass as blue, but felt it was important to keep the word, "Marshal," on the vehicles. Yerman cited that Salida changed to a design using the color black, and people thought it was too edgy. Schmidt felt the proposed design was retro fit, like black and white cars, and he didn't really like it. He said it seemed they were going with the flock. He liked how they looked now, and he pointed out that once one was converted they would have a half and half fleet for a long time. Matuszewicz thought the design was city and could be anywhere, and it said nothing about Crested Butte. It was nothing he would be proud of. Mason said it would be nice to know the background and why they wanted to go with the new design. Ladoulis said that Martin has prided himself on being a kinder and gentler department, and he did not think this proposed design fit with that brand.

Matuszewicz brought up the letter included in the packets regarding the skate park. He said what was expressed in the letter was a reoccurring theme he had heard. Crested Butte was first to have a concrete skate park, and Matuszewicz said that other towns have surpassed Crested Butte. He said it was a topic in which to pay attention. Michel added that about 40 skaters turned up to talk at the meeting about the skate park specifically. Huckstep reminded the Council that there was not funding to improve the skate park. For the record, Huckstep mentioned letters that were included in the packets including letters

from: Audrey Anderson on VRBO; Sunshine Williams on a bike race; Rachael Gardner, John and Lis Collins, Rebecca Cerio, and Lindsay Oleson on a rec center related to the annexation.

Schmidt wondered what the status was of ORE. Gillie answered that they merged with the Cold Harbor Institute, and there was a part time professor who was leading. Gillie was asked if the Town received the value from the money that was provided to ORE. Gillie felt the money had been well leveraged because they gained access to state funds and Town residents received energy audits.

Huckstep said regarding the assumption of risk agreement associated with Big Air, that it did not appear transparent, and he would prefer documents such as that one were not signed before the Council approved the application for the permit. Belkin agreed, but he didn't remember the context from last year. In addition, they decided that they preferred someone on the Council signed the agreement, such as the mayor or mayor pro tem.

Berkshire asked if they should have a discussion regarding the communication policy. He cited a letter addressed to the Council that did not come to the Council. Berkshire felt it could be a policy or just an understanding, but expectations needed to be congruent. He thought the Council should be kept apprised of issues that were of substance. Matusiewicz was not for or against it, but he thought it could be brought up at the next meeting. He wanted to have the discussion first. Schmidt said he just wanted information; if it was a letter addressed to the Council, it should go to the Council. Berkshire's concern preceded the letter, but the letter was the catalyst. Berkshire would like to see the Council be informed, even if it was through an executive session. Ladoulis wondered how they characterized an issue, but he said if a letter was addressed to Council, it needed to go to Council. Huckstep said the perception was that there was a desire to minimize executive sessions for the Town's business. He said there was no excuse for trying to conduct business avoiding executive sessions. Berkshire agreed they should not avoid executive sessions for fear of perceptual or political pushback. Huckstep asked the Council if they had objections to executive sessions in principle. Michel said he had no opinion, yet. Belkin said, with the issue of the letter, it wasn't because they were trying to avoid going into executive session. Berkshire said he could accept not getting the letter if he had been made aware of the discussion and dialogues. Huckstep said he was not suggesting there was a link between the two, but this particular situation has given it light. He wanted to be very clear about how staff, the town attorney, and the Council were communicating. Belkin asked the Council if they were okay having an executive session when it was time to have one. They indicated, "Yes." Huckstep summarized and said they needed to be sure the town attorney knew Council was willing to go into executive session and was willing to use an executive session when it was appropriate under the law, and the Council agreed.

Huckstep brought forth the possible discussion concerning quasi-judicial issues. He stated that Council was alerted off the back as to when an issue was considered quasi-judicial. Schmidt said he had a problem, in general, concerning quasi-judicial. Huckstep said it had to do with whether and how they were informed about a quasi-judicial matter.

He mentioned the Center for the Arts coming to Council if they did not like the BOZAR decision, and he said they needed to understand. Crossett said it was a very small town, and they did not see a lot of land use cases, but they were impactful. At times, they needed to be kept separate from Council until it went in front of the jury. Schmidt said they were overstating the problem. The Council needed to be trusted that they had enough sense and wouldn't go beyond parameters. Ladoulis said it came down to a balance of communication. He said the desire to protect quasi-judicial proceedings put a cloak around issues, and they were either off the back because they didn't know or they were learning about something for the first time in front of Teocalli Tamale. Huckstep said it was about having at least really basic notice, and it was related to the level of trust between the staff, attorney, and the Council. He said if there were issues at hand, he was in favor of sitting down in a retreat format and talking about them. He wanted to clear the air of any misunderstandings. Berkshire was in support of a joint discussion to make sure everyone was on the same page. Ladoulis suggested they invite Reaman to attend.

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

- Monday, March 2, 2015 – 6:00PM Work Session – 7:00PM Regular Council
- Monday, March 16, 2015 – 6:00PM Work Session – 7:00PM Regular Council
- Monday, April 6, 2015 – 6:00PM Work Session – 7:00PM Regular Council

### **EXECUTIVE SESSION**

Schmidt moved and Mason seconded motion to go into Executive Session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under C.R.S. Section 24-6-402(4)(e), with regards to: (1) the Street and Utility Improvements Agreement between the Town and Ruth J. Kapushion dated October 6, 1986, recorded in the official real property records of the Clerk and Recorder of Gunnison County, Colorado on October 28, 1986 at Reception No. 397358; (2) the potential relocation of the McCormick Ditch in connection therewith; and (3) the letter from the Kapushions' attorneys, Dufford Waldreck Milburn & Krohn LLP regarding the relocation of the McCormick Ditch. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

Council went into Executive Session at 9:23PM. Council returned from Executive Session at 10:14PM. Mayor Huckstep made the required announcement upon returning to the open meeting. No action was taken.

**ADJOURNMENT**

Mayor Huckstep adjourned the meeting at 10:18PM.

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Aaron J. Huckstep, Mayor

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Lynelle Stanford, Town Clerk (SEAL)



## Staff Report

March 2, 2015

**To:** Mayor and Town Council  
**From:** Michael Yerman, Town Planner  
**Thru:** Todd Crossett, Town Manager  
**Subject:** **Award of Annexation Environmental Engineering Review Services- Wright Water Engineers**  
**Date:** March 2, 2015

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### **Background:**

Town Staff interviewed Wright Water Engineering for environmental review services for assistance in the review of the Slate River Annexation proposal. After meeting with Wright Water Engineers and their Sub-Contractor Craig Heydenberk, staff is recommending Wright Water Engineers for Environmental Review Services.

### **Recommendation:**

Town Council may make a motion to “approve the Consulting Services Agreement with Wright Water Engineers for Environmental review services in association with the Slate River Annexation.”

## CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (this "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the **TOWN OF CRESTED BUTTE**, a Colorado home rule municipality (the "Town") with an address of 507 Maroon Avenue, P.O. Box 39, Crested Butte, CO 81224 and **WRIGHT WATER ENGINEERS, INC.**, a Colorado corporation ("Consultants") with an address of 2490 W. 26th Avenue, Suite 100A, Denver, CO 80211.

### RECITALS:

A. The Town desires to obtain environmental and related consulting services from Consultant in connection with the Slate River Annexation project (the "Project").

B. The Consultants provide professional consulting services to the public and are fully qualified to perform the consulting services needed by the Town in connection with the Project.

### AGREEMENT:

NOW, THEREFORE, in consideration of the promises and obligations set forth below, the Town and the Consultants agree as follows:

#### I. SCOPE OF SERVICES

##### A. General.

The Consultants shall serve as the Town's professional consultants, advisors and representatives in connection with the Project and shall consult with and advise the Town as it reasonably requires during the term of this Agreement.

##### B. Specific Duties and Responsibilities.

In connection with the Project, the Consultants shall undertake the duties and responsibilities and provide the services identified and required by the Town from time to time.

C. Documents. All work notes, reports, documents, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys or any other materials developed specifically for the Project are and shall remain the sole and exclusive property of the Town. The Consultants, upon request by the Town, agree to provide documents or any other materials developed specifically for the Project in an electronically editable format (for example, Word or WordPerfect). The Consultants shall not provide copies of any material prepared under this Agreement to any other party without the prior written consent of the Town.

#### II. COOPERATION BY THE TOWN

The Town will thoroughly and as expeditiously as reasonably possible consider all reports, sketches, drawings, specifications, proposals and other documents prepared by the Consultants, and it shall inform the Consultants of all decisions that it has made which would affect the Consultants' work under this Agreement as soon as reasonably feasible. The Town will inform the Consultants of any pending change or revision to the Project as soon as reasonably feasible. The Town will provide the Consultants with current updated plans, if any, for the Project as soon as reasonably feasible after they are produced.

### III. SCHEDULE

The Town shall advise the Consultants in writing of the schedule required for Consultants' performance of the Services as soon as feasible, and the Consultants shall thereafter work in good faith to accommodate the Town's schedule. The Consultants shall provide their services at such times as are necessary in order to promote the smooth progress of the Project.

### IV. AMOUNT OF PAYMENTS TO CONSULTANTS

#### A. Specific Charges.

The Consultant's primary employees who will work on the Project and their billing rates are set forth Appendix "A," which is attached hereto and made a part hereof. The Town will pay the Consultants on the basis of their time and direct expenses incurred in order to provide the services required by this Agreement.

1. The charge for time shall consist of the hourly rates for the Consultants' employees multiplied by the number of hours and parts of hours each such employee works directly on the Project. The time each such employee must spend traveling in order to provide the services required by this Agreement will be charged in the same way as his or her other time spent working on the Project. It is understood by the parties that the rates include a surcharge intended to cover profit and overhead, including, but not limited to, taxes, employee benefits, administrative support staff and supplies, office rent and utilities, and insurance.

2. Direct expenses incurred by the Consultants in connection with the Project shall be charged to the Town on the basis of the expenses actually incurred by the Consultants, without any additional surcharge added by the Consultants. Such direct expenses shall include printing costs and long-distance telephone charges. Any direct or indirect expenses incurred by the Consultants while working on the Project that are in common with work on other projects for other clients shall be prorated among all those clients according to the benefit derived by each client. The Town shall not pay for the expense of the Consultants' owned or hired automobiles used in the connection with the Project, which shall be considered a part of the Consultants' hourly rates, although mileage shall be reimbursed at the then current IRS rate.

B. Inspection of Records.

Upon reasonable, advance request, the Town may inspect and copy any or all records of the Consultants which would bear on any amounts charged to the Town pursuant to this Agreement.

V. TIME OF PAYMENTS TO CONSULTANTS

The Consultants shall bill their charges to the Town periodically, but no more frequently than once a month. Each bill shall contain a statement of the time that the primary employees spent on the Project since the previous bill, a brief description of the services provided by each such employee and an itemization of direct expenses for each task.

VI. QUALIFICATIONS ON OBLIGATIONS TO PAY

Notwithstanding any other terms of this Agreement, the Town may withhold any payment (whether a progress payment or final payment) to the Consultants if any one or more of the following conditions exists:

A. The Consultants are in default of any of their obligations under this Agreement.

B. Any part of such payment is attributable to services that are not performed according to this Agreement (the Town will pay for any part thereof attributable to services performed according to this Agreement).

C. The Consultants have failed to make payments promptly to any third parties used in the services, if any, for which the Town has made payment to the Consultants.

D. The Town, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Project or any task according to this Agreement. In such case, no additional payments will be due to the Consultants until the Consultants, at their sole cost, perform a sufficient portion of the Project or task so that the Town determines that the compensation then remaining unpaid is sufficient to complete the Project or task.

E. No partial payment shall be final acceptance or approval of that part of the Project or task paid for, or shall relieve the Consultants of any of their obligations under this Agreement.

VII. CONSULTANTS' DUTIES

A. Abilities, Qualifications, Experience and Best Efforts.

Notwithstanding anything to the contrary contained in this Agreement, the Town and the Consultants agree and acknowledge that the Town enters into this Agreement relying on the special and unique professional abilities of the Consultants to accomplish the Project. The Consultants accept the relationship of trust and confidence established between them and the Town by this Agreement. The Consultants covenant with the Town to use their best efforts. The Consultants shall further the interests of the Town according to the Town's requirements and procedures, according to the highest professional standards and in compliance with all applicable national, federal, state, municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction.

B. No Conflicts.

The Consultants represent, covenant, and agree that they have and will undertake no obligations, commitments or impediments of any kind that will limit or prevent them from the timely completion of the Project, loyally and strictly according to the best interests of the Town. In case of any conflict between interests of the Town and any other entity, the Consultant shall fully and immediately disclose the issue to the Town and shall take no action contrary to the Town's interests.

C. Limitation on Public Statements and Lobbying Activity.

Consultants are retained to provide information and advice to the Town that includes confidential data, work product and other privileged or confidential information that is protected under pertinent laws and Town policies. In order to maintain the fact and appearance of absolute objectivity, loyalty and professionalism, Consultants shall not, without the prior written consent of the Town, do any of the following:

1. Disclose at any time information obtained as a result of this contractual relationship to any third party;
2. Lobby any Town agency on any pending matter while they are under contract to the Town;
3. Make any public statements or appear at any time to give testimony at any public meeting on the subject matters with regard to which Consultant is or was retained by the Town.

To the extent that the Town provides written consent for the disclosure of information or authorizes the making of public statements, the Town may impose such conditions upon such disclosure or communications as it thinks appropriate, and Consultants agree to comply with those conditions. This provision shall not preclude Consultants from providing information to law enforcement officials in connection with any criminal justice investigation.

D. Quality of Services.

The Consultants represent, covenant and agree that all of the services that they will furnish under this Agreement shall be of at least the standard and quality prevailing among highly competent professionals who perform work of a similar nature to the work described in this Agreement.

E. Accuracy of Work.

The Consultants represent, covenant, and agree that its work will be accurate and free from any material errors. The Consultants additionally represent, covenant, and agree that the planning for the Project will conform to all foreseeable uses thereof. Town approval shall not diminish or release the Consultants' duties, since the Town is ultimately relying upon the Consultants' skill and knowledge.

F. Duty to Warn.

The Consultants agree to call to the Town's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures and other data supplied to the Consultants (by the Town or any other party) that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, Consultants shall not independently verify the validity, completeness or accuracy of such information unless otherwise expressly engaged to do so by the Town. Nothing shall detract from this obligation unless the Consultants advise the Town in writing that such data may be unsuitable, improper or inaccurate and the Town nevertheless confirms in writing that it wishes the Consultants to proceed according to the data as originally given.

G. Attendance at Meetings.

The Consultants shall attend such meetings on the work required by this Agreement as the Town requires. The Town will give reasonable notice of any such requirement so that the Consultants may schedule and attend.

H. Efficiency.

The Consultants represent, covenant and agree to furnish efficient business administration and superintendence and perform the services required by this Agreement in the best, most expeditious and most economical manner consistent with the interests of the Town.

I. Books and Records.

The Consultants shall keep their books and records for the Project and reimbursable expenses according to recognized accounting principles and practices, consistently applied. The Consultants shall make them available for the Town's inspection at all reasonable

times. The Consultants shall retain such books and records for at least three years after completion of the Project.

J. Payment of Bills.

The Consultants shall promptly pay all bills for labor and material performed and furnished by others in performance of the Project.

VIII. TERMINATION

A. Termination for Breach.

This Agreement may be terminated by either party for a material breach of this Agreement by the other party not caused by any action or omission of the terminating party by giving the other party written notice at least three days in advance of the termination date. The termination notice shall specify in reasonable detail each such material breach. In the event of such termination by either party, the Consultants shall promptly deliver to the Town all drawings, computer programs, computer input and output, analysis, plans, photographic images, tests, maps, surveys, and written materials of any kind generated in the performance of services under this Agreement up to and including the date of termination. If this Agreement is so terminated by the Consultants, they will be paid for all services rendered up to the date of termination, except as set forth in Section VI above. If this Agreement is so terminated by the Town, the Consultants will be paid for all services rendered to the date of termination, except those services which, in the Town's judgment, constituted the grounds, in whole or in part, of the notice of termination, and except as set forth in Section VI, above. Upon such payment, all obligations of the Town to the Consultants under this Agreement shall cease.

B. Termination for Convenience.

In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving the Consultants written notice at least seven days in advance of the termination date. In the event of such termination, the Consultants will be paid for all services rendered to the date of termination, except as set forth in Section VI, above, and upon such payment, all obligations of the Town to the Consultants under this Agreement shall cease. Furthermore, in the event of such termination, the Consultants shall promptly deliver to the Town all drawings, computer programs, computer input and output, plans, photographic images, analyses, test, maps, surveys, and written materials of any kind generated in the performance of their services under this Agreement up to and including the date of termination.

IX. SUSPENSION

Without terminating this Agreement or breaching its obligations hereunder, the Town may, at its pleasure, suspend the services of the Consultants hereunder. Such suspension may be accomplished by giving the Consultants written notice one day in advance of the suspension date.

Upon receipt of such notice, the Consultants shall cease their work in as efficient a manner as possible so as to keep their total charges to the Town for services under this Agreement to the minimum. No work shall be performed during such suspension except with specific prior authorization by the Project Manager. The Town recognizes that suspension and subsequent reactivation may inconvenience the Consultants and will endeavor to provide advance notice and minimize its use. After a suspension has been in effect for thirty days, the Consultants may terminate this Agreement at will.

X. LAWS TO BE OBSERVED

The Consultants shall be cognizant of all federal and state laws and local ordinances and regulations which in any manner affect those engaged or employed in the work or which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction over the same, and shall defend, at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall defend, protect and indemnify the Town against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by itself, its subcontractors, agents, or employees.

XI. PERMITS AND LICENSES

The Consultants shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of their services under this Agreement.

XII. PATENTED DEVICES, MATERIALS AND PROCESSES

The Consultants shall hold and save harmless the Town from any and all claims for infringement, by reason of the use of any patented design, device, material, process, or trademark or copyright and shall indemnify the Town for any costs, expenses, and damages, including court costs and attorneys' fees, which it might be obligated to pay by reason of infringement at any time during the prosecution or after completion of their services under this Agreement.

XIII. TABOR; COLORADO CONSTITUTION, ARTICLE X, SECTION 20

Notwithstanding other provisions in this Agreement to the contrary, the Parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution ("TABOR").

- A. The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement.
- B. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the parties are expressly dependent

and conditioned upon the continuing availability of funds beyond the term of the parties' current fiscal period ending upon the next succeeding December 31.

- C. Financial obligations of the parties payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with ordinances and resolutions of the responsible party and other applicable law.

XIV. INDEPENDENT CONTRACTOR

The relationship between the Consultants and the Town is that of an independent contractor. The Consultants shall supply all personnel, equipment, materials and supplies at their own expense, except as specifically set forth herein. The Consultants shall not be deemed to be, nor shall they represent themselves as, employees, partners, or joint venturers of the Town. No employee or officer of the Town shall supervise the Consultants. The Consultants are not entitled to workers' compensation benefits and are obligated to directly pay federal and state income tax on money earned under this Agreement.

XV. INDEMNIFICATION

The Consultants shall be responsible for all damages to persons or property caused by them, their agents, subcontractors, employees or representatives which may arise from their negligent or wrongful performance of this Agreement, and shall indemnify, hold harmless, and defend the Town and its officers, agents and employees from any claim or action brought by reason thereof. As part of this obligation, the Consultants shall compensate the Town for the time, if any, spent by its counsel in connection with such claims or actions at the rates generally prevailing among private practitioners in the Town of Crested Butte for similar services. The Consultants' obligation to indemnify the Town as set forth in this Agreement shall survive the termination or expiration of this Agreement. In addition, the Parties acknowledge that all such liabilities, claims and demands made by third parties shall be subject to any notice requirements, defenses, immunities, and limitations of liability that the Town and its officers, directors and employees may have under the Colorado Governmental Immunity Act and under any other law.

XVI. INSURANCE

A. The Consultants agree to procure and maintain in force during the terms of this Agreement, at its own cost, the following minimum coverages:

- 1. Workers' Compensation and Employers' Liability
  - a) State of Colorado: Statutory
  - b) Applicable Federal: Statutory
  - c) Employer's Liability: \$100,000 Each Accident  
\$500,000 Disease-Policy Limit  
\$100,000 Disease-Each Employee
  - d) Waiver of Subrogation

2. Commercial General Liability
  - a) Bodily Injury & Property Damage General Aggregate Limit \$2,000,000
  - b) Personal & Advertising Injury Limit \$1,000,000
  - c) Each Occurrence Limit \$1,000,000

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

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

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

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

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

B. Coverage.

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

C. Additional Insureds.

All Insurance policies (except Workers Compensation and Professional Liability) shall include Town of the Town of Crested Butte and its elected officials and employees as additional insureds as their interests may appear. The additional insured endorsement should be at least as broad as ISO form CG2010 for General Liability coverage and similar forms for Commercial Auto and Umbrella Liability.

D. Automobile Coverage.

Automobile insurance shall, without limitation, cover all automobiles used in performing any services under this Agreement.

E. Claims-Made Policies.

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

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

G. Certificates.

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

H. Non-Waiver.

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

as from time to time amended, or otherwise available to the parties, their officers, or their employees.

## XVII. PROHIBITIONS ON PUBLIC CONTRACTS FOR SERVICES

The Consultants certify that it shall comply with the provisions of section 8-17.5-101 *et seq.*, C.R.S. The Consultants shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to the Consultants that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

The Consultants represent, warrant, and agree (i) that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify or the Department Program; (ii) that the Consultants are prohibited from using either the E-Verify Program or the Department Program procedures to undertake preemployment screening of job applicants while services under this Agreement are being performed; and (iii) if the Consultants obtain actual knowledge that a subcontractor performing work under this Agreement for services knowingly employs or contracts with an illegal alien, the Consultants shall be required to:

a) Notify the subcontractor and the Town within three days that the Consultants has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

b) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to 8-17.5-102(2)(b)(III)(A) the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultants shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The Consultants further agree that it shall comply with all reasonable requests made in the course of an investigation under section 8-17.5-102(5), C.R.S. by the Colorado Department of Labor and Employment. If the Consultants fail to comply with any requirement of this provision or section 8-17.5-101 *et seq.*, C.R.S. the Town may terminate this Agreement for breach and the Consultants shall be liable for actual and consequential damages to the Town.

## XVIII. INTEGRATION

This document constitutes the entire agreement between the Town and the Consultants and incorporates all prior verbal and written communications between the parties concerning the subject matter included herein.

XIX. NO ASSIGNMENT

Neither party shall assign, sublet, or transfer any interest in this Agreement without the written consent of the other.

XX. AMENDMENT IN WRITING

No amendment or modification shall be made to this Agreement unless it is in writing and signed by both parties.

XXI. GOVERNING LAW AND VENUE

This Agreement is governed by the laws of the State of Colorado. Any suit between the parties arising under this Agreement shall be brought only in a court of competent jurisdiction for the County of Gunnison, State of Colorado.

XXII. NO THIRD PARTY BENEFICIARIES

The parties intend no third party beneficiaries under this Agreement. Any person other than the Town or the Consultants receiving services or benefits under this Agreement is an incidental beneficiary only.

XXIII. NO WAIVER

No waiver of any breach or default under this Agreement shall be a waiver of any other or later breach of default.

XXIV. AUTHORITY

Consultants warrant that the individual executing this Agreement is properly authorized to bind the Consultants to this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the date first above written.

CONSULTANTS:

WRIGHT WATER ENGINEERS, INC.

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

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

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

TOWN:

TOWN OF CRESTED BUTTE

\_\_\_\_\_  
Aaron J. Huckstep, Mayor

ATTEST:

\_\_\_\_\_ [SEAL]  
Lynelle Stanford, Town Clerk

APPENDIX "A"

Consultant Rates

[attach rate sheet here]

**WRIGHT WATER ENGINEERS, INC.  
2015 SCHEDULE OF HOURLY RATES  
SCHEDULE A**

<b>PERSONNEL</b>	<b>RATE PER HOUR</b>
SENIOR PRINCIPAL/CONSULTANT	\$198
SENIOR PROJECT ENGINEER/CONSULTANT	\$175
SENIOR ENGINEER/SCIENTIST CONSULTANT	\$154
ENGINEERING/SCIENTIST PROFESSIONAL I	\$145
ENGINEERING SPECIALIST/CONSULTANT	\$132
ENGINEERING/SCIENTIST PROFESSIONAL II	\$116
ENGINEERING DESIGNER/PROFESSIONAL III	\$105
ENGINEERING TECHNICIAN I	\$92
ENGINEERING TECHNICIAN II	\$84
ENGINEERING TECHNICIAN III	\$81
ENGINEERING TECHNICIAN IV	\$65
ENGINEERING TECHNICIAN V	\$58
◆ Automobile at 60 cents per mile	◆ GIS computer at 20 dollars per hour.
◆ Four-wheel drive/Pick-up truck vehicle at 70 cents per mile	◆ Info water® at 20 dollars per hour.
◆ AutoCAD computer at 15 dollars per hour.	◆ Civil 3D at 25 dollars per hour.
<i>Seven and one-half percent (7.5%) will be added to all reimbursable expenses to cover administration for special consultants, independent laboratory tests, direct printing costs, telephone, supplies, lodging and subsistence, all in-house computer, auto, postage, fax, and travel.</i>	

**TERMS OF PAYMENT:** It is agreed that this account will be billed on a monthly basis. Unless otherwise approved by the Company, payment is due upon receipt of invoice. Mail payment to the main office of the Company at 2490 West 26th Avenue, Suite 100A, Denver, Colorado 80211. If payment is not received, client agrees to pay interest at the rate of 1.5 percent per month on the outstanding balance. This does not constitute a credit arrangement, and in no case shall the minimum payment be less than 33 percent of the amount billed. If account is placed with an attorney for collection, client agrees to pay court costs and reasonable attorney fees. The liability of Wright Water Engineers, Inc. for losses or damages arising out of the errors, omissions, or negligence of Wright Water Engineers, Inc. while providing professional services shall be limited to the total fee due Wright Water Engineers, Inc. pursuant to this agreement.



**Wright Water Engineers, Inc.**

2490 West 26th Ave., Suite 100A  
Denver, Colorado 80211  
(303) 480-1700 TEL  
(303) 480-1020 FAX

www.wrightwater.com  
e-mail:wlorenz@wrightwater.com

February 26, 2015

**Via Email:** JBelkin@jbelkinlaw.com

John Belkin, Esq.  
Town Attorney  
Town of Crested Butte  
Crested Butte, CO 81224

Re: Cypress Foothills Proposed Annexation & Old Landfill Issues - Proposal for Engineering Services

Dear Mr. Belkin:

Wright Water Engineers, Inc. (WWE) appreciates the opportunity to present this proposal regarding engineering services relating to the old landfill and the proposed development plans by Cypress Foothills, L.P. This proposal is based on information obtained from our telephone conversations earlier this week.

**INTRODUCTION**

WWE understands that the Cypress Foothills L.P. desires to annex a property that is located adjacent to the Town wastewater treatment plant in the northeast Town area. There is an old landfill located on the proposed annexation property. This old landfill extends onto the Town property. The Town desires that WWE investigate the studies that have been performed regarding the landfill, to date, and to coordinate with the Town Staff and the Town Attorney on matters relating to the proposed annexation and development.

At this time, it is anticipated that Wayne Lorenz and Craig Heydenberk will perform the tasks needed for this project. Wayne and Craig may use other WWE staff, as needed. Resumes for Wayne and Craig are attached.

**SCOPE OF WORK**

The following specific tasks are proposed, based on WWE's current understanding of the project. It is anticipated that this Scope of Work may be amended as additional information regarding the development and the landfill becomes available.

- Review information made available to WWE regarding the proposed development and the existing landfill.
- Review and summarize the existing environmental reports prepared on behalf of Cyprus Foothills.

- Make a site visit to observe the landfill and collect data from the Town of Crested Butte.
- Research landfill records from the Town of Crested Butte (information that is made available to WWE).
- Interview the former Landfill Manager, Mr. William Crank, regarding his knowledge of the Landfill.
- Research landfill records at the Colorado Department of Public Health and Environment – Hazardous Materials and Solid Waste Division.
- Based on the information made available to WWE, identify additional studies that may be needed to assess the extent of the landfill and environmental aspects.
- Attend meetings as required and provide updates through conference calls with the Town Staff and the Town Attorney.
- As needed, prepare amendments to the agreement for additional work.

## REMUNERATION

WWE will perform the Scope of Work at our standard hourly rates, plus expenses. Our hourly rate sheet is attached. Wayne is a Senior Principal/Consultant and Craig is a Senior Engineer/Scientist Consultant.

## AGREEMENT

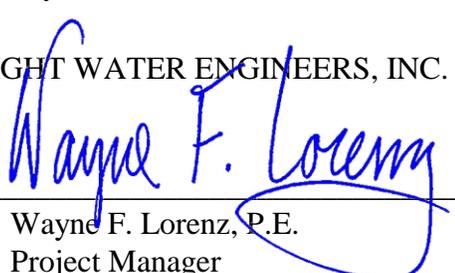
We have reviewed the proposed Town agreement and do not have any major comments or changes.

Thank you for considering WWE.

Sincerely,

WRIGHT WATER ENGINEERS, INC.

By

  
Wayne F. Lorenz, P.E.  
Project Manager

Attachments: Resumes  
Rate Schedule

Mr. John Belkin  
February 26, 2015  
Page 3

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Wright Water Engineers, Inc.

**WAYNE F. LORENZ, P.E.**  
CHIEF ENGINEER

**CURRENT** Project Manager and Chief Engineer on water and wastewater treatment, water quality, potable water systems, watershed management, reclamation and reuse, pollutant control, and design and planning of treatment controls for water resources projects. Experience includes obtaining state and local approval of projects and costs/funding consulting. Over 40 years of professional engineering experience.

**EDUCATION** M.S., Civil and Environmental Engineering, 1981  
University of Colorado

B.S., Civil and Environmental Engineering, 1974  
University of Colorado

**REGISTRATION** Professional Engineer—Colorado #16188, California #C47553,  
Montana #30525, Nebraska #E-15243, Nevada #020351,  
Wyoming #13465, Texas – Pending

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**REPRESENTATIVE PROJECTS**

**Assessment of Amounts of Wastes in a Landfill, Western U.S.** The total volume and weight of several sources of wastes delivered to a landfill over several months were evaluated to estimate the water quality of leachate and runoff. Wastewater biosolids were disposed of in the landfill that required investigation of bacteria loadings.

**Evaluated Treatment For Reducing Sodium Sulfate and Selenium at Tulare Lake Drainage District, Central Valley, California.** Investigated a chilling process to precipitate sodium sulfate and reduce selenium concentrations. Evaluated an electro dialysis process to produce useful products from a highly concentrated brine

**Mt. Emmons Mine, Crested Butte, Colorado.** Performed audit of existing wastewater and stormwater treatment facilities of an inactive metals mine near Crested Butte, CO. Provided recommendations for a maintenance and upgrade of treatment systems to comply with existing and performed financial analysis to determine costs to maintain, upgrade, and operate the facilities. Prepared a rate study to recommend an appropriate mill levy that could be assessed on a new proposed special district that was being considered to finance the costs if the district acquired the facilities from the mine owner.

**Performed On-Site Pilot Testing of Advanced Oxidation Processes for Treating a Hazardous Waste Landfill Leachate at Casmalia, California.** Ozone, hydrogen peroxide, and ultraviolet light were investigated in addition to granular activated carbon. The pilot testing included removal of iron and manganese prior to advanced oxidation. A preliminary design was performed using the results of the pilot testing. This information was submitted as a section of the Part B Permit Application for the landfill.

**Assessed In-Plant Water Quality and Wastewater Pretreatment Requirements for a Food Processing Facility Located in Oxnard, California.** A hydraulic assessment was performed that resulted in design and construction of wastewater pretreatment facilities. Included coordination of pretreatment limits with the City.

**Goose Bay Marina Concession Area Modernization, Canyon Ferry Lake, Montana.** Project Manager for the planning/design of water distribution, water treatment, wastewater collection and wastewater treatment systems. Performed a non-degradation analysis for disposal of treated wastewater and potential impacts to the groundwater supply (as required by the Montana DEQ).

**Industrial Park Fire System, Rifle, Colorado.** Conducted a detailed evaluation and water quality sampling on a 3500 gpm pumping station and 430,000 gallon storage tank to determine the adequacy of design and construction. The extent of corrosion to the water tank and pump system was investigated.

**Rogers Reservoir, City of Durango, Colorado.** Engineer for an existing outlet structure and rundown to a reservoir that was experiencing scour and erosion. Prepared plans for repair of the old structures and design of a new rundown with cutoff walls.

**Solitude Station Water System, Copper Mountain, Colorado.** Prepared Design and Plan Submittal for Solitude Station at Copper Mountain. The work was water systems improvements including conversion of iodine disinfection to sodium hypochlorite disinfection and addition of chlorine contact time for 4-log inactivation of viruses. Water system relies on non tributary groundwater and serves a maximum of 1,500 diners per day at the mid-mountain ski lodge.

**Chambers Highpoint Utilities Planning, Douglas County Colorado.** Provided planning and conceptual design engineering services to address the infrastructure needed to provide potable water, nonpotable water, and sewer services to the Compark Village South 44 property. Specific tasks included preparation of potable, nonpotable, and sewer systems layout for the property and preparation of a conceptual opinion of probable construction costs for these systems.

**Larkspur Water System Planning, Larkspur, Colorado.** Performed groundwater well, treatment, storage tank, and distribution system planning for the Town. Prepared a Preliminary Engineering Report, Environmental Report and rate study for loan and grant applications for Town for drinking water system improvements. The plan addresses aging infrastructure and primary and secondary drinking water concerns for elevated radium and iron and manganese levels in the raw water. Assisted with funding applications through multiple sources including the State Revolving Fund and USDA. Also assisted with easement acquisition negotiations. Participated in multiple council meetings and public meetings to inform Town Council and citizens of water systems needs and financial implications.

**ACWWA Chapparral Pump Station, Centennial, Colorado.** Planning, design and construction of a 3,900 gpm pump station and associated equipment to pump water out of the ACWWA 4 Million Gallon (MG) Water Storage Tank. This potable water pump station was equipped with a chlorine residual booster. Project included planning for future growth, considerations for low demand periods, and fire flow demands for residential subdivisions and an elementary school. This assignment involved extensive coordination with regulatory agencies, such as the City of Centennial, Arapahoe County, Southeast Metro Stormwater Authority, Colorado Department of Public Health and Environment, South Metro Fire Rescue Authority and the neighborhood HOA.

**ACWWA Master Plan and Updates.** Developed the 2011 Master Plan covering source, potable, nonpotable, wastewater, and core supplies of ACWWA's service area. The ACWWA water rights and the relationships between the nontributary supply and water quality were some of the major planning issues.

**ACWWA High Demand Pump Station.** Design of the 6,000 gpm high demand pump station that replaced the old buried package pump station at the blue zone water tank site. The design included two diesel driven fire pumps (3,000 gpm each) and three electrically driven pumps.

**Water Treatment and Storage Tank Plan and Design, Palisade, Colorado.** Performed master planning and final design of a 2 mgd membrane treatment plant and a 2.5 million gallon concrete storage tank. Participated in public hearings to inform customers and determine policy preferences for either obtaining water service from a neighboring provider or rebuilding Town system. Performed cost and funding planning and obtained low interest loans for the project.

**Potable Water Master Plan, Larkspur, Colorado.** Performed groundwater well, treatment, storage tank, and distribution system planning for the Town. The plan addressed elevated levels of radium in the raw water. Treatment and blending options were investigated. The water master plan was funded and approved by the Colorado Water Quality Control Division.

**Wastewater Treatment Plant Capacity Evaluation, East River Regional Sanitation District, Colorado.** Evaluated the capacity of an existing lagoon system and determined eventual wastewater flows in this service area located near Crested Butte. Treatment process planning included alternatives for extended aeration, modified lagoon, and membrane bioreactor processes. Solids handling was evaluated, including use of centrifuges.

**Wastewater System Master Plan Destination Resort Mazatlan, Mexico.** Planning of sewage collection, lift station, treatment, and reclamation of effluent to serve a beach destination resort. Treatment included alternatives for membrane bioreactor processes and solids handling.

**Basalt Sanitation District Wastewater Treatment Plant Design, Colorado.** Planning and design of a treatment plant expansion for a flow of 0.8 mgd. Facilities included a new pretreatment building, nitrification/denitrification activated sludge, clarifier, and disinfection. A site application engineering report was prepared.

**Onsite Wastewater Treatment Systems Regulations, Pitkin County, Colorado.** Prepared an update of onsite wastewater system (OWS) regulations for the county. Included assessment of design criteria for absorption fields and advanced wastewater treatment units. Work performed under review by a technical advisory committee.

**Wetland Treatment Process, Coors Brewing and Golden, Colorado.** Planning and design of a wetland treatment process for treated wastewater effluent from the City of Golden. The goal of the treatment was to reduce organic and nutrient concentrations. This was a supplemental environmental project under state regulations.

**Granby Sanitation District Wastewater Treatment Plant Planning, Colorado.** An alternative analysis and evaluation of a 1.5-mgd wastewater treatment facility expansion was conducted for Granby Sanitation District. Processes considered in detail included: rotating biological contactors, anoxic/aerobic activated sludge, expansion of the nitrification facilities, ozone disinfection, and chlorination/dechlorination. Pilot testing was performed to evaluate ozone disinfection facilities and methods to increase efficiency. Preliminary design of expansion included site application, anoxic/aerobic activated sludge treatment, centrifuges for solids handling, membrane filtration and UV treatment.

## Wayne F. Lorenz, P.E.

**Water System Plan Destination Resort Mazatlan, Mexico.** Performed planning of pumping, treatment, and storage to serve a beach destination resort. Treatment included alternatives for membrane processes.

**Biosolids Disposal Site Design, Steamboat Water, Colorado.** Prepared a design for lowering water table at a biosolids application site near Steamboat Springs. A discharge permit amendment application was submitted to the Colorado Department of Public Health and Environment (CDPHE).

**Wastewater Treatment Evaluation of a 10-Million-Gallon-Per-Day (mgd) Facility for the City of Oceanside, California.** Processes included an equalization basin, primary clarifiers, activated sludge, secondary clarifiers, chlorination, and land application.

**Southeast Metro Stormwater Authority (SEMSWA) Pond D-1.** Project Manager for D-1 regional stormwater detention pond on the south side of East Broncos Parkway at Dove Creek. Pond D-1 was designed to provide water quality capture volume (WQCV) on an interim basis and to comply with Urban Drainage and Flood Control District (UDFCD) criteria.

**SEMSWA Pond D-2.** Project Manager for Pond D-2, which will provide WQCV for the watershed with the objective of obtaining UDFCD maintenance eligibility. WWE coordinated with UDFCD in the design planning stages to ensure compliance with UDFCD criteria. An additional consideration in design was capital construction cost.

### PROFESSIONAL & HONORARY SOCIETIES

American Society of Civil Engineers  
Water Environment Federation  
Nonpoint Sources of Pollution Committee, Former National Chairman  
International Water Association

### RECENT PUBLICATIONS AND PRESENTATIONS

Lorenz, W.F., E.J.Wolfram. 2014. The Wells of Pompeii. *Groundwater*, Journal of the National Groundwater Association. September – October, Vol. 52, No. 5.

Lorenz, W.F., De Feo, G. 2014 Pompeii Water Supply - Route and Tunnels of the Serino Aqueduct. In: IWA Regional Symposium on Water, Wastewater and Environment: Traditions and Culture Patras, Greece, 22-24 March 2014 Patras, HELLENIC OPEN UNIVERSITY, 477-485.

Lorenz, W.F., S.M. Tillack. 2013. Economics of a Nonpotable Water System. 28<sup>th</sup> Annual WateReuse Symposium. Denver, Colorado. September 15-18.

Lorenz, W.F. 2013. The History of Water Reuse in Colorado. 28<sup>th</sup> Annual WateReuse Symposium. Denver, Colorado. September 15-18.

Lorenz, W.F. 2013. Ancient Roman Valves. *Valve Magazine*. February.

Lorenz, W.F. 2012. Barbegal Watermills: Rome's Revolutionary Power. *Current World Archaeology*, 54: 36-40.

Lorenz, W.F., P.J. Wolfram. 2012. Ancient Water Quality: Roman Engineering of the Barbegal Mill. *Journal AWWA*, April.

## Wayne F. Lorenz, P.E.

Lorenz, W.F., DeFeo, G., Baros, E., De Gisi, S. 2012. Ancient Pompeii Water Supply: Sources, Routes, Hydraulics of the Aqueducts. IWA Specialized Conference on Water & Wastewater Technologies in Ancient Civilizations. Istanbul-Turkey. March 22-24.

Lorenz, W.F., Wolfram, P.J., Castermans, P. 2012. Water Flow to the Ancient Industrial Mill of Barbegal – La Burlande Basin. IWA Specialized Conference on Water & Wastewater Technologies in Ancient Civilization. Istanbul-Turkey. March 22-24.

Lorenz, W.F., P.J. Wolfram. 2011. Valley Crossings and Flood Management for Ancient Roman Aqueduct Bridges. *ASCE Journal of Irrigation and Drainage Engineering*, December.

Lorenz, W.F., S.M. Tillack, S. Witter, M. Letourneau. 2011. Unique Aspects of a Nonpotable Water System with Two Supply Sources. Presented at the 2011 Rocky Mountain Water Environment Association (RMWEA) and Rocky Mountain Section of the American Water Works Association (RMSAWWA) Joint Annual Conference, Loveland, CO. September 18-21.

Lorenz, W.F. 2011. OWS Failures: How to Avoid Them. Presented at the Colorado Professionals for Onsite Wastewater Annual Conference, Denver, CO. January 20-21.

Lorenz, W.F., E.C. Becker, M. Billingsley. 2010. Facultative Lagoon Aeration System Improvement Project – East River Regional Sanitation District. Presented at the American Water Works Association (AWWA)/Water Environment Federation, Rocky Mountain Section Annual Conference. Keystone, CO. September 12-15.

Earles, T. A., W.F. Lorenz, W.L. Koger, M.Y. Trujillo. 2008. Nonpoint Source Phosphorus Trading in the Cherry Creek Reservoir Watershed in Colorado. *ASCE Journal of Irrigation and Drainage Engineering*, September/October.

Lorenz, W.F., F. Watt. 2008. Providing Potable Water to a Western Slope Community. Presented at the American Water Works Association (AWWA)/Water Environment Federation, Rocky Mountain Section Annual Conference. Colorado Springs, CO. September 14-17.

Lorenz, W.F., P.J. Wolfram. 2007. The Millstones of Barbegal. *Civil Engineering*, The Magazine of the American Society of Civil Engineers, 77(6): 62-67.

Lorenz, W.F., P.J. Wolfram. 2007. Arches Have No Rivals. *Roads & Bridges*, 45(9): 48-50.

Lorenz, W.F., K.R. Wright, P.K. Flood. 2006. Reducing Onsite Wastewater System Failures. In 2006 National Onsite Wastewater Recycling Association (NOWRA) Annual Conference, August 29-31.

Lorenz, W.F., K.D. Linstedt, and E.R. Bennett. 1984. Ozone Enhanced Biological Activated Carbon in Denver, Colorado: A Pilot Plant Study. *Ozone: Science and Engineering*. 6:2:71.

Lorenz, W.F. and W. Sattler. 1980. Sludge Disposal for the Yuma Desalting Plant. *Sludge Magazine*. May-June.

\\Hedwig\Users\wlorenz\My Documents\Business Development\Resumes\Latest\Lorenz Crested Butte.docx

## D. CRAIG HEYDENBERK

429 Buckpoint Road, Carbondale, CO 81623  
Phone: (970) 963-8556  
Cell: (970) 948-8978  
esi.craig@sopris.net

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### OBJECTIVE

*Environmental Project Manager with 25+ years of industry experience eager to contribute exceptional Health & Safety, Personnel Leadership, and Project Management expertise.*

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### AREAS OF EXPERTISE

- Hazardous Waste Remediation
  - Preparation of MINDI Permit Applications
  - Groundwater Investigations
  - Preparation of Stormwater Management Plans
  - Sampling and Completion of Discharge Monitoring Reports
  - Preparation of Spill Prevention Control and Countermeasure Plans
  - Health and Safety Plans
  - Preparation of VCUP Applications
  - Documentation/Report Writing
  - Regulatory Compliance
  - Procurement & Budgeting
  - Quality Control/Assurance
  - Client Relations & Satisfaction
  - Personnel Supervision/Management
  - Geotechnical Investigations
  - Waste Management
  - Water Quality Evaluations
  - Field Testing & Inspections
  - Laboratory Analysis
  - Soil Sampling and Classification
  - Environmental Site Assessments
  - Construction Oversight and Documentation
- 

### PROFESSIONAL EXPERIENCE

Environmental Services, Inc. Carbondale, CO. December, 2008 - Present

#### **Environmental Consultant - Self-Employed**

- Completed multiple Phase I & II Environmental Site Assessments.
- Received approval from the COGCC and the Water Quality Control Division of the CDPHE of a detailed work plan that included the evaluation of groundwater samples and research of applicable state standards for an abandoned natural gas well.
- Conducted field sampling programs for the COGCC of surface water and intermittent groundwater features at the Prather Springs Evaluation, Parachute Colorado.
- Contracted by Wright Water Engineers, Inc. as a consultant to continue weekly Stormwater Management Plan Inspections, collection of groundwater samples, and preparation of reports for NPDES Permits at a multi-million dollar development at Snowmass Base Village, Snowmass Village Colorado.
- Contracted by Waste Engineering, Inc. to submit to the CDPHE continued documentation and No Further Action reports of four Voluntary Clean-Up Plan projects at Top of Mill PUD, Aspen Colorado.

URS Corporation, Glenwood Springs, CO. May, 2008 to November, 2008

#### **Environmental Scientist**

- Compiled information for environmental work plans and reports submitted to Natural Gas Operators and the COGCC.
- Performed environmental evaluations including groundwater, surfacewater, and sub-soil and stormwater investigations.
- Prepared a work plan and received a P.O. from the COGCC to evaluate and document citizen and property owner complaints regarding the Oil and Gas industry.
- Corresponded and met regularly with the Oil and Gas industry representatives and COGCC Environmental staff.

D. Craig Heydenberk ~ Page 2 of 3

**Professional Experience continued ...**

Waste Engineering, Inc. and Wright Water Engineers, Inc., Denver, CO. 1995 to 2008

**Environmental Project Manager**

Spearheaded numerous projects throughout Roaring Fork Valley inclusive of underground storage tank closures, stormwater management plans, soil/groundwater investigations, site characterizations, environmental site assessments, air quality evaluations, voluntary clean-up plans and hazardous waste characterizations.

- Performed extensive field sampling programs for site investigations and water quality evaluations.
- Led Tailgate Safety Meetings to discuss existing and/or emerging issues, and prepared site-specific Health and Safety plans.
- Applied extensive report-writing skills to assemble Corrective Action Plans, No Further Action reports, Environmental Site Assessments, Stormwater Management Plans and various types of discharge permits.
- Completed and submitted comprehensive reports to numerous government agencies including Hazardous Materials and Waste Management/Groundwater Control Divisions of the Colorado Department of Public Health and Environment, Colorado Department of Labor and Employment, United States Forest Service, EPA, and Health Departments for several counties.

Huntington Chen-Northern, Glenwood Springs, CO. 1992 to 1995

**Environmental Scientist**

- Exercised strong organizational skills via project management and field documentation in the Roaring Fork Valley for underground storage tank closures and remediations including excavation observation, soil/groundwater sampling and analysis of laboratory results.
- Compiled and submitted comprehensive reports to the Colorado Department of Public Health and Environment in compliance with specific requirements.
- Exhibited outstanding critical thinking abilities in conducting Environmental Site Assessments, observing and documenting drilling investigations, and monitoring well construction efforts.
- Continually focused on health and safety compliance through site-specific plan development and regular meetings.

International Technology Corporation, Martinez, CA. 1990 to 1992

**Project/Construction Manager**

- Directed activities at on-site geotechnical laboratory with accountability for sampling and testing of 100,000 cubic yards of solidified geothermal waste.
- Procured and awarded bid for geomembranes and geosynthetics.
- Proficiently drove development and implementation of Health and Safety Plan for Confined Space Entry project
- Drafted text for as-built records as well as specifications and contract documents for demolition proposals; subsequently managed and meticulously documented actual demolition activities.
- Administered wipe sampling program and demolition activities for oil treatment plants.
- Exercised dynamic multi-tasking expertise to oversee quality control, direct and manage personnel and general contractors, and liaise between state regulators, project managers, independent consultants and engineers.

Earlier experience includes role as **Construction Superintendent** for Gundle Lining, **Assistant Engineer** for Ebasco Inc. and as **Field Technician** for Chen & Associates.

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## **EDUCATION & PROFESSIONAL DEVELOPMENT**

### **BACHELOR OF SCIENCE, Major in Earth Science ~ Minor in Geography**

Central Michigan University, Mt. Pleasant, MI

#### **CERTIFICATIONS:**

- Confined Space Entry
- IT Supervisor Training
- National Utility Services – 40 Hour OSHA Health and Safety
- Troxler Nuclear Density Gauge
- American Heart Association – CPR
- Campbell Pacific Nuclear Density Gauge
- Erosion Control Supervisor - Stormwater Management During Construction
- Stormwater Management Plan Preparation and Inspection
- Environmental Monitoring Service Hazardous Material Safety
- Colorado Ready Mixed Concrete Association
- Environmental Regulation Course, Executive Enterprises, Inc.
- Geosynthetic NICET Training, AGP Laboratories, Inc.
- Wastewater D Operator License
- First Responder – Operations Level

Performed over 350 hours of level B, 250 hours of level C and 80 hours of Confined Space Entry in various hazardous waste remediations.



## Staff Report March 2, 2015

**To:** Mayor and Town Council  
**Thru:** Todd Crossett, Town Manager  
**From:** Bob Gillie, Building and Zoning Director  
**Subject:** **Ordinance No. 1 , Series 2015, Alternative sustainability certification requirement for buildings over 20,000 square feet**  
**Date:** January 28, 2015

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**Summary:** Anthracite Place (GVRHA) has requested that the Town accept “Enterprise Green” as a substitute standard for our requirement that the building be LEED certified.

**Previous Council Action:** In 2007 the Town required that all new commercial structures over 20,000 square feet be LEED certified (18-9-50). LEED means Leadership in Environmental and Energy Design. It was developed by the U. S. Green Building Council and is the mostly widely accepted standard for building. There are four levels of LEED approvals (certified, silver, gold and platinum) with certified being the lowest level. The regulation was put in place to upgrade the energy and functionality of new large buildings in Town. The latest REIJ school addition had to meet this standard.

**Background:** The LEED certifications were the cutting edge of efficiency design and construction when they were developed and they continue to evolve and are recognized as the industry standard for sustainable development. LEED requires a third party verification and is not without cost. Some parties have objected to LEED over the years on the basis of elements of the rating system, efficiency of requirements and the cost associated with getting the certification. In reaction several competing standards have been developed to more efficiently target specific uses, elements or markets.

One such program is “Enterprise Green”. This is a rating program that specifically targets affordable housing projects. It also requires third party verification that is accomplished upon plan review and post construction. This certification is required to be utilized by all LITHC projects. The Anthracite Place Project is required to be certified through Enterprise Green and wishes to utilize this certification rather than the Town required LEED certification to alleviate duplication and save costs

Over the past couple of months the Town staff has researched the comparability of Enterprise Green with LEEDs and finds that the standards are comparable. EG is perhaps more prescriptive in nature, which is not all bad, and seems to cover the same ground as LEEDs. Bart Laemmel of

B2 Building Science has also reviewed the standards and recommends that the Town utilize Enterprise Green for this project (see attached).

**Discussion:**

Pros – All things being equal it doesn't make sense to make developers go to the time and expense to run a dual process.

Cons – The building department does not want to become the arbitrator of all alternative sustainability standards in an ongoing manner.

**Legal Implications:** In order to legitimize an alternative standard it is necessary to amend Section 18-9-50 of the municipal code through Ordinance number 1, Series 2015.

**Recommendation:** Staff recommends that the Council set Ordinance #1, Series 2015 for public hearing on .March 16, 2015.

**Proposed Motion:** I move to set Ordinance # 1, Series 2015 for hearing on March 16, 2015.

# Report



15 Kubler St. Unit B / Crested Butte CO. / 970-901-8881 / b2buildingscience.com

Customer	Project
Coburn Development 232 Elk Ave Crested Butte, CO 81224 <a href="mailto:bcoburn@boburndev.com">bcoburn@boburndev.com</a> 970-349-1366	Building Science consulting for Crested Butte low income project Anthracite Place.

## Background:

I was asked to review the Energy Efficiency criteria for both LEED and Enterprise Green Communities building certification programs. The following is a breakdown of the programs and how they compare.

Requirement	Enterprise Green Communities	LEED
Building Energy Performance	<p>Building energy performance for the EGC is measured using the EPA Energy Star Version 3 program. This program relies on a third party inspection system to verify energy performance. A minimum energy rating of 79 is required.</p> <p>Building better than the baseline Energy Star guide lines is encouraged by offering more check list points for scoring a lower rating than the required 79.</p>	<p>Building energy performance for the LEED is measured using the EPA Energy Star Version 3 program. This program relies on a third party inspection system to verify energy performance. A minimum energy rating of 79 is required.</p> <p>Building better than the baseline Energy Star guide lines is encouraged by offering more check list points for scoring a lower rating than the required 79.</p>
Heating and Cooling systems	<p>Mechanical systems are pre verified for size and efficiency through ACCA Manual J and S and the ASHREA 2001 hand book of fundamentals.</p>	<p>Mechanical systems are pre verified for size and efficiency through ACCA Manual J and S and the ASHREA 2001 hand book of fundamentals.</p>

<b>Lighting and Electrical</b>	<p>Mandatory lighting requirements need to follow the Energy Star MFHR program guide lines.</p> <p>There is a mandatory requirement to supply all units with energy usage monitoring devises. These are to provide energy usage feed back to the occupants.</p>	<p>Mandatory lighting requirements are lower than the Energy Star MFHR program.</p>
<b>Appliances</b>	<p>All dishwashers, cloth washers and refrigerators are required to be Energy Star certified or better.</p>	<p>Appliances are not required to be Energy Star Certified but points are available for such units.</p>
<b>Hot water Distribution</b>		<p>Points are available for high efficiency water distribution.</p>
<b>Renewable Energy</b>	<p>Ability to acquire points towards certification but installing photovoltaic</p>	

**Conclusions:**

The core building energy efficiency guidelines for both programs follow the same Energy Star Process for requirements and verification. As far as this goes there is not real difference between the programs

Were the programs differ is in lighting, appliances and hot water distribution. I believe that the Enterprise Green program has higher mandatory requirements than LEED over all on energy efficiency. The mandatory unit electricity monitors are a key element for reduction in occupant usage. I would recommend the use of the Enterprise Green system in place of the LEED program.

As a LEEP Accredited professional I would also say that the rest of the requirements for Enterprise Green stack up evenly to the LEED program.

Thank you

Bart Laemmel

Building Science Professional  
 LEED AP  
 BPI Building and Envelope analyst  
 Certified Mold Remediator  
 Level 1 thermography  
 Certified radon professional

CATEGORY	EG Point #	ENTERPRISE GREEN	LEED Point #	LEED
Low/ No VOC Paints and Primers	6.1	Enterprise Green has a mandatory requirement that all interior paints and primers must be less than or equal to a predetermined VOC level.	MR 2.2	Points are available with LEED when building projects that use building component materials that meet a determined criteria by weight or volume, low emissions, or local products.
Low/ No VOC Adhesives and Sealants	6.2	Enterprise Green has a mandatory requirement for projects that all adhesives must comply with Rule 1168 of the South Coast Air Quality Management District.	MR 2.2	Points are available with LEED when building projects that use building component materials that meet a determined criteria by weight or volume, low emissions, or local products.
Construction Waste Management	6.3, 6.4	Enterprise Green has a mandatory requirement to follow a waste management plan that reduces non-hazardous construction and demolition by minimum percentage by weight.	MR 3.1, MR 3.2	Points are available with LEED when projects design and implement a construction waste plan for recycling and reduce construction waste.
Recycling Storage for Multifamily Project	6.5	Points available for projects that provide one or more easily accessible, permanent, and dedicated area for the collection and storage of materials for recycling.		
Recycled Content Material	6.6	Points available for a building material that takes up a certain percentage of the project component either by weight or volume through material categories.	MR 2.2	Points are available with LEED when building projects that use building component materials that meet a determined criteria by weight or volume, low emissions, or local products.
Regional Material Selection	6.7	Points available for the use of products being extracted, processed, and manufactured within 500 miles of the project for a minimum of 50% based on building cost material value.	MR 2.2	Points are available with LEED when building projects that use building component materials that meet a determined criteria by weight or volume, low emissions, or local products.
Certified, Salvaged, and Engineered Wood Products	6.8	Points available for the project when the using wood products that fall into recyclable categories for a certain percentage.	MR 2.2	Points are available with LEED when building projects that use building component materials that meet a determined criteria by weight or volume, low emissions, or local products.
Reducing Heat-Island Effect	6.9A, B	Points available for building when designing ENERGY STAR compliant roofing, and when light colored or an open-grid paving system.	SS 4.3, SS 3.1	Points are available with LEED projects if a roof water roof off management system is designed by storm water control system and vegetated roof system. Additional points are awarded when plantings shade a certain percentage of sidewalk, patios, and driveways.
Composite Wood Products	7.1	Enterprise Green has a mandatory requirement that projects using composite wood products are to be certified with California 93120, if not all products must be sealed with low-VOC sealants.	MR 2.2	Points are available with LEED when building projects that use building component materials that meet a determined criteria by weight or volume, low emissions, or local products.
Environmental Preferable Flooring	7.2, 7.3	Enterprise Green has a mandatory requirement when installing flooring to not install carpets in entry ways, laundry rooms, bathrooms, kitchens, utility rooms, or any rooms of ground-connected floors. Additional points are available when using non-vinyl, and non-carpet flooring in all rooms of the building.	ID 2.1, MR 2.2	Points are available with LEED when building projects that use building component materials that meet a determined criteria by weight or volume, low emissions, or local products. As well as constructing a durability plan for the project.



CATEGORY	EG Point #	ENTERPRISE GREEN	LEED Point #	LEED
Exhaust Fans: Bathrooms	7.4A, 7.4B	Enterprise Green has a mandatory requirement for new buildings to install ENERGY-STAR labeled fans in all bathrooms that ventilate to the outside and are connected by a switch. Points are available when installing similar fans in Moderate Rehab buildings.	EQ 5.1, EQ 5.2	LEED has a mandatory requirement that projects when installing exhaust systems in all bathrooms and Kitchens ASHRAE requirements. Additional points are awarded when installing fans on automatic systems.
Exhaust Fans: Kitchen	7.5A, 7.5B	Enterprise Green has a mandatory requirement for new buildings to install power vent fans or range hoods that exhaust to the outdoors at a predetermined rate or by a certain amount of air changes per hour, or by installing central ventilation systems. Points are available when installing similar systems in Moderate Rehab buildings.	EQ 5.2	Points are available with LEED when installing fans on automatic systems or continuously operating exhaust fans.
Ventilation	7.6A, B	Enterprise Green has a mandatory requirement for installing a ventilation system for the dwelling unit capable of providing adequate fresh air per ASHRAE. Points are available when installing similar systems in Moderate Rehab buildings.	EQ 4.1, EQ 4.2, EQ 3	LEED has a mandatory requirement when designing and installing whole building ventilation system that meets certain ASHRAE requirements. Additional points are awarded when installing an enhanced outdoor air ventilation system with higher efficiency, as well as by installing dehumidification equipment.
Clothes Dryer Exhaust	7.7	Enterprise Green has a mandatory requirement that buildings with clothes dryers must be exhausted directly to the outdoors using a rigid type duct work.	EQ 4.1, EQ 4.2,	LEED has a mandatory requirement when designing and installing whole building ventilation system that meets certain ASHRAE requirements.
Combustion Equipment	7.8	Enterprise Green has a mandatory requirement to specify power-vented or direct vent equipment when installing new spaces and water-heating equipment. This includes installing one hard-wired carbon monoxide alarm.	EQ 2.1, EA 7.1	LEED has a mandatory requirement when meeting basic combustion venting measures with appliances and fireplaces while installing carbon monoxide monitoring systems, and when installing good air filters in air handler system.
Mold Prevention	7.9A, B, C	Enterprise Green has a mandatory requirement to provide adequate drainage for water heaters by either floor drains or drain pans piped to the outside. As well as installing floors with durable cleanable surfaces in bathrooms, kitchens, and laundry rooms. While using non-paper-faced backing materials in bathrooms.	ID 2, ID 2.1	LEED has a mandatory requirement that when constructing a durability plan prior to construction
Vapor Barrier Strategies	7.10	Enterprise Green has a mandatory requirement to provide vapor barriers under all slabs.		
Radon Mitigation	7.11	Enterprise Green has a mandatory requirement to install passive radon-resistant features below the slab in EPA zones 1 & 2, as well as installing a vertical vent pipe with junction box within 10 feet of an electrical outlet.	EQ 9.1, EQ 9.2	LEED has a mandatory requirement if the home is in EPA Zone 1 the home is to be designed and built with radon-resistant construction techniques. Additional points are available if the home is not in EPA Zone 1 and still built with radon-resistant construction techniques.

CATEGORY	EG Point #	ENTERPRISE GREEN	LEED Point #	LEED
Water Drainage	7.12	Enterprise Green has a mandatory requirement to provide drainage of water away from windows, walls, and foundations by pre-determined techniques.		
Garage Isolation	7.13	Enterprise Green has a mandatory requirement for buildings with attached garage space that a continuous air barrier between the conditioned space and garage space is to be installed. As well as not installing ductwork or air handling equipment and openings between spaces be considered as air tight.	EQ 10.1, EQ 10.2, EQ 10.3	LEED has a mandatory requirement projects when garages are present by not installing HVAC systems in the garage. Additional points are awarded for tightly sealed shared spaces between garage and conditioned spaces, and install exhaust fans in garage.
Integrated Pest Management	7.14	Enterprise Green has a mandatory requirement to seal all wall, floor, and joint penetrations with low-VOC caulking or other non-toxic sealants to prevent pest entry.	SS 5	Points are available with LEED buildings that note all physical actions for pest management practice on construction plans.
Lead-Safe Work Practice	7.15	Enterprise Green has a mandatory requirement for properties built before 1978, use lead-safe work practices consistent with the EPA.		
Smoke-Free Building	7.16	Points available for projects that implement and enforce a no-smoking policy in all common and individual living areas, and with a 25-foot perimeter around the exterior of the project.		
Building Maintenance Manual	8.1	Enterprise Green has a mandatory requirement to provide a manual that addresses; operation and maintenance guidance for all appliances, HVAC operations and maintenance, location of water-system turnoffs, lighting equipment, paving materials and landscaping, green cleaning products, pest control, other systems in the project, occupancy turnover plan.	AE 2	Points are available with LEED for educating the building manager on pre-determined subjects.
Resident Manual	8.2.	Enterprise Green has a mandatory requirement to provide a guide for homeowners and renters that explains the intent, benefits, use and maintenance of green building features, as well as near by amenities and recycling programs and gardening habits.	AE 1.1, AE 1.2, AE 1.3	LEED has a mandatory requirement for providing basic operations training on site operations. Additional points are awarded when enhanced training is implemented as more of a one on one process. As well as public awareness of LEED for Homes features.
Resident and Property Manager Orientation	8.3	Enterprise Green has a mandatory requirement to provided a comprehensive walk-through and orientation for the residents and property managers using appropriate manual.	AE 1.1, AE 1.2, AE 1.3	LEED has a mandatory requirement for providing basic operations training on site operations. Additional points are awarded when enhanced training is implemented as more of a one on one process. As well as public awareness of LEED for Homes features.
Project Data Collection and Monitoring System	8.4	Points available for projects that collect and monitor performance data on energy, water, and, if possible, healthy living.	ID 3	Points are available with LEED when preparing a written Innovative Design Request to be submitted by the LEED for Homes provider to USGBC.

CATEGORY	EG Point #	ENTERPRISE GREEN	LEED Point #	LEED
Integrative Design	1.1a, 1.1b	Enterprise Green has a mandatory requirement for conducting one or more integrative design meetings and submitting a Green Development Plan	ID 1.2, ID1.4	LEED has a mandatory design meeting required to review green targets. Points are available for having an integrated project team, having a team member be LEED certified, holding a design charrette and orienting building for solar design.
Universal Design	1.2a, 1.2b	Points are available for designing dwelling units as ANSI A, fully accessible in excess of code requirements	ID 3	Innovation points are available for designing dwelling units with increased accessibility.
Sensitive Site Protection	2.1	Enterprise Green has a mandatory requirement for not locating a project on a site that is within 100' of wetlands, steeply sloped sites, public parkland, endangered species habitat or land in the 100 year flood plain.	LL 3.1, LL 3.3	Points are available with LEED for developing on land that borders previously developed land as well as for building on a lot that has been previously developed.
Connections to Existing Infrastructure	2.2	Enterprise Green has a mandatory requirement to locate a project with access to existing roads, water, sewer and other infrastructure. Development must connect the project to the he existing pedestrian grid by adding new sidewalks.	LL 3.1, LL 3.3, LL 4	Points are available with LEED for developing on land that borders previously developed land, for building on a lot that has been previously developed, and selecting a site near existing water/sewer lines.
Compact Development	2.3, 2.4	Enterprise Green has a mandatory requirement to design and build the project with a minimum density based on the location type of the project. Additional points are awarded for higher density per location of project type.	SS 6	Points are available with LEED for homes built in moderate density, high density, or very high density. More points are awarded for higher built density defined by average dwellings per acre.
Proximity to Services	2.5	Enterprise Green has a mandatory requirement to locate a project within walking distance to a minimum number of designated facilities based on location type.	LL 5.1	Points are available with LEED for project location meeting minimum resources per walkability community, more points are awarded from basic resources to extensive and from extensive to outstanding resources.
Preservation of and Access to Open Space	2.6, 2.7	Enterprise Green has a mandatory requirement to provide minimum percentage of project acreage as open space for residents or locating the site within minimum walkable distance to predetermined public open space size. Points are available for setting aside additional open space in the total project.	LL 6	Points are available with LEED for project location within minimum walking distance to predetermined public open space size.
Access to Public Transportation	2.8	Points are available for developing on land within minimum walking distance to transit rides performing determined transit riders per weekday based on location type of project.	LL 5.1	Points are available with LEED for project location within minimum walking distance to transit rides.
Walkable Neighborhoods	2.9	Points are available for designing the project to connect to public and open spaces by providing connecting pathways.		

CATEGORY	EG Point #	ENTERPRISE GREEN	LEED Point #	LEED
Smart Site Locations	2.10	Points are available for designing a passive solar, orientation, and shading conscious site.	ID 1.5	Points are available with LEED for projects with building orientation for solar design.
Brownfield or Adaptive Reuse Site	2.11	Points are available for developing on either an adaptive reuse site or Brownfield.	LL 3.3	Points are available with LEED for projects built on previously developed lots.
Access to Fresh Local Foods	2.12	Points are available for designing a site that has either dedicated permanent growing space with minimum number of square footage per dwelling unit or providing a specified location for delivery of community-supported agriculture or building is within a certain proximity to farmers market.	ID 3	Points are available with LEED for projects that incorporate additional green design by submitting proposal to USGBC
LEED for neighborhood Development certification	2.13	Points are available for developing a project in a stage 2 Pre-Certified LEED for Neighborhood plan or stage 3 LEED for Neighborhood Development.	LL 1	Points are available with LEED for projects by building homes in LEED for Neighborhood Development Certified developments.
Environmental Remediation	3.1	Enterprise Green has a mandatory requirement to conduct an environmental site assessment to determine whether any hazardous materials are present.		
Erosion and Sedimentation Control	3.2	Enterprise Green has a mandatory requirement to obey EPA's Best Management Practice for erosion and sedimentation control during construction.	SS 1.1, SS 4.2	LEED has mandatory points for designing pre-construction plan appropriate erosion control measures as well as for terracing steep slopes and native ground coverage. Additional points are awarded when permanent erosion controls are taken.
Low Impact Development	3.3	Enterprise Green has a mandatory requirement for projects located on green fields must meet the list of low-impact development.	LL 2	Points are available with LEED when designing a building that does not have land whose elevation is at or below the 100-year flood plain, land that is a habitat for species on federal or state endangered list, land within 100 feet of any water, land that was previously considered park land, or land that has prime, unique, or soils of state significance.
Landscaping	3.4	Enterprise Green has a mandatory requirement to provide plantings that cover a minimum percentage of the site with native or adaptive species.	SS 2.1-2.4	LEED has mandatory requirements when landscaping with no invasive plants. Additional points are awarded when using drought tolerant turf applies appropriately, designing limited conventional turf based on percentage system with more points.
Efficient Irrigation and Water Reuse	3.5	Enterprise Green has a mandatory requirement that if irrigation is utilized that it must be installed with efficient irrigation or water reuse system.	WE 2.1	Points are available with LEED when projects design and install a high efficiency irrigation system, based on predetermined criteria.
Surface Storm water Management	3.6	Points are available for retain, infiltrate, and/or harvesting rain that falls in a 24-hr period or 1 year storm even	SS 4.3	Points are available with LEED projects if a roof water roof off management system is designed by storm water control system and vegetated roof system.

CATEGORY	EG Point #	ENTERPRISE GREEN	LEED Point #	LEED
Water-Conserving Fixtures	4.1	Enterprise Green has a mandatory requirement to install water-conserving fixtures by meeting minimum gallons per minute (gpm) for each fixture type. Additional points are available for installing fixtures with more efficient gpm per individual fixture type.	WE 3.1, WE 3.2	Points are available with LEED when buildings install high-efficiency fixtures and fittings by minimum gpm per individual fixture type. More points are awarded when installing very high efficiency fixtures with lower gpm.
Water Reuse	4.3	Points are available for the harvest, treat, and reuse of rainwater and/or gray water. Additional points are awarded with higher percentages of reused water.	WE 1.1	Points are available with LEED when rainwater harvesting system is installed sized to hold 1 inch of rain fall from over half the roof.
Building Performance Standard	5.1A, B, C, D	Enterprise Green has a mandatory requirement for projects with building energy performance for the EGC is measured using the EPA Energy Star Version 3 program. This program relies on a third party inspection system to verify energy performance. Additional points are awarded when higher energy rating is achieved.	EA 1.1	Points are available with LEED for projects with building energy performance for the EGC is measured using the EPA Energy Star Version 3 program. This program relies on a third party inspection system to verify energy performance. Additional points are awarded when higher energy rating is achieved.
Additional Reduction in Energy Use	5.2	Points are available for projects that improve whole-building energy performance by percentage above baseline building performance.	EA 1.2	Points are available with LEED when exceptional energy performance is met by exceeding the performance of ENERGY STAR for homes.
Sizing of Heating and Cooling Equipment	5.3	Enterprise Green has a mandatory requirement that mechanical systems are pre-approved for size and efficiency through ACCA Manual J and S and the ASHREA 2001 hand book of fundamentals.	EA 6.1	LEED has a mandatory requirement that when mechanical systems are pre-approved for size and efficiency through ACCA Manual J and S and the ASHREA 2001 hand book of fundamentals.
Energy Star Appliances	5.4	Enterprise Green has a mandatory requirement that if appliances are provided they must be installing ENERGY STAR-label	EA 9.1	Points are available with LEED when installing ENERGY STAR certified appliances.
Efficient Lighting	5.5A, B, C	Enterprise Green has a mandatory requirement that lighting needs to follow the Energy Star MFHR program guidelines.	EA 8.1, EA 8.2	LEED has a mandatory requirement to install ENERGY STAR light fixtures in high use rooms and lighting requirement are lower than the ENERGY STAR MFHR program.
Electricity Meter	5.6	Enterprise Green has a mandatory requirement to supply all units with energy usage monitoring devices to provide energy usage feed back to the occupants.		
Renewable Energy	5.7A, B	Points are available for designing projects with the use of photovoltaic panels, or by other approved renewable energy resources.	EA 10, ID 3	Points are available with LEED projects that design and install a renewable electricity generation system through the use of energy modeling. Additional points are awarded per percentage of annual reference load met.
Advanced Metering Infrastructure	5.8	Points are available for sites developed to accommodate the future use of smart meters and/or smart grids.		

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**ORDINANCE NO. 1**

**SERIES 2015**

**AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AMENDING CHAPTER 18, ARTICLE 9 OF THE CRESTED BUTTE MUNICIPAL CODE TO ALLOW FOR THE USE OF ENTERPRISE GREEN CERTIFICATION IN LIEU OF LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) CERTIFICATION FOR RESIDENTIAL BUILDINGS OVER 20,000 SQUARE FEET**

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

WHEREAS, Chapter 18, Article 9 of the Crested Butte Municipal Code (the “**Code**”) contains minimum efficiency standards for new construction and commercial structures;

WHEREAS, such minimum efficiency standards require that all new commercial buildings in excess of 20,000 square feet must be Leadership in Energy and Environmental Design (LEED) certified;

WHEREAS, Town staff has studied an alternative standard to LEED, Enterprise Green, that is required to be utilized in certain affordable housing projects, and found that Enterprise Green commands comparable, if not equal, efficiency in design and construction methods;

WHEREAS, based on the foregoing, and the fact that certain affordable housing projects require Enterprise Green instead of LEEDs certified building, the Town staff has recommended amending the Code to allow Enterprise Green as an alternative to LEEDs certified building, for all new residential buildings in excess of 20,000 square feet; and

WHEREAS, the Town Council finds that amending the Code to include Enterprise Green as an alternative to LEEDs for all residential buildings in excess of 20,000 square feet is in the best interest of the health, safety and general welfare of the Town, its residents and visitors for the reasons recommended by Town staff hereinabove, and, for such reasons, the Town Council adopts the Code revisions set forth below.

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

**Section 1.** **Amendment to Chapter 18, Article 9.** The Town Council hereby amends Section 18-9-50 of the Code by deleting said Section in its entirety and replacing the same with the following new Section that shall read as follows:

**“18-9-50 Minimum efficiency standards for new construction; commercial structures greater than 20,000 square feet.**

All new commercial, school, industrial, residential or mixed-use buildings in excess of 20,000 square feet must be Leadership in Energy and Environmental Design (LEED) certified; except that residential buildings in excess of 20,000 square feet may be Enterprise Green certified in lieu of LEEDs certified. The cost and expense of achieving a certified rating shall be borne by the applicant for the building permit for the structure.”

**Section 2. Severability.** If any section, sentence, clause, phrase, word or other provision of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases, words or other provisions of this ordinance, or the validity of this ordinance shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

**Section 3. Savings Clause.** Except as amended hereby, the Crested Butte Municipal Code, as amended, shall remain valid and in full force and effect. Any provision of any ordinance previously adopted by the Town which is in conflict with this ordinance is hereby repealed as of the enforcement date hereof.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015.

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

TOWN OF CRESTED BUTTE, COLORADO,

By: \_\_\_\_\_  
Aaron J. Huckstep, Mayor

ATTEST:

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

(SEAL)

**March 16, 2015**

**Work Session**

Transportation Plan

**New Business**

Gunnison River - Frank Kugel

HCCA Update – Allie Melton

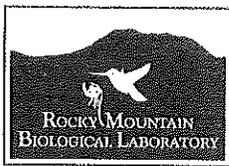
**Future Worksession Items:**

**April 6 – Budget Policy Discussion**

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

Save the Date ~ July 17, 2015  
*The Legacy Celebration*

An evening of appreciation for special contributors to the  
Rocky Mountain Biological Laboratory Legacy Campaign 2010 - 2014



DENVER CO 802  
DENVER CO 802



*Save the Date!*

**Summer 2015 Major Events**

~  
**June 20** Annual Breeding Bird Survey

**June 25** Public Opening for Community Center

**July 4** The 47th Annual Run, Walk, or Crawl  
1/3rd Marathon

**July 17** Legacy Campaign Appreciation Event

**July 23** *A Science Affair* Gala Dinner

**August 3-7** Geek Week

**August 19** Historic Preservation Dinner

~  
[www.rmbl.org](http://www.rmbl.org) [events@rmbl.org](mailto:events@rmbl.org)

Town of Crested Butte Town Council  
P.O. Box 39  
Crested Butte, CO 81224