

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 17 – SERIES 2015**

**A RESOLUTION AUTHORIZING THE MAYOR OF THE
TOWN OF MINTURN TO SIGN A SERVICE AGREEMENT
WITH WESTERN LAND GROUP, INC FOR BOLTS DITCH
CONSULTING SERVICES**

WHEREAS, the Town of Minturn desires to enter into an agreement for professional services with Western Land Group, Inc. as set forth

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF
THE TOWN OF MINTURN, COLORADO THAT THE MAYOR OR HIS DESIGNEE IS
AUTHORIZED TO SIGN ON BEHALF OF THE TOWN OF MINTURN ANY AND ALL
NEGOTIATED DOCUMENTS REQUIRED TO EXECUTE SAID AGREEMENT.**

**INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this
4TH day of November, 2014.**

TOWN OF MINTURN

By: *Hawkeye Flaherty*
Mayor

ATTEST:

[Signature]
Town Clerk





**Western
Land
Group, Inc.**

1760 High Street, Denver, CO 80218 • (303) 715-3570 Office • (303) 715-3569 Fax

September 10, 2015

Mr. William Powell, Town Manager
Town of Minturn
302 Pine Street
P.O. Box 309
Minturn, CO 81645-0309
manager@minturn.org

RE: Bolt's Ditch Consulting and Lobbying Services

Dear Willy:

Western Land Group, Inc. ("WLG") is pleased to submit this proposal to provide consulting and lobbying services to the Town of Minturn ("Town") relative to the historic Bolt's Ditch and associated water diversion structures, as well as the Town's related conditional water storage rights in Bolt's Lake.

BACKGROUND

Congress established the Holy Cross Wilderness Area ("HCWA") in 1980. The maps accompanying the HCWA legislation inadvertently included the Bolt's Ditch headgate and the upper portions of Bolt's Ditch within the designated Wilderness Area.

The Town has conditional municipal water rights to fill Bolt's Lake, which is currently breached for reasons of public safety. While the Town may repair and fill Bolt's Lake by pumping water from the Minturn Ditch, the Town prefers to use gravity to fill its municipal reservoir rather than relying on pumping, with its attendant costs and energy consumption. The Town acknowledges that Battle Mountain Resort ("Battle") also has water rights tied to Bolt's Ditch and additional conditional water rights to fill Bolt's Lake. Earlier this year the Town and Battle asked WLG to provide the Town with consulting and lobbying services relating to a possible administrative (Presidential) authorization for a point of diversion within the HWCA, but WLG voluntarily chose to provide such services to the Town without compensation. Unfortunately, without the support of the Forest Service this approach proved infeasible. Remaining alternatives require Federal legislation.

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SCOPE OF WORK

WLG will work with the Town and Battle to develop and pursue Federal legislation to remove HCWA related restrictions on use of Bolt's Ditch and associated water diversion structures. Removal of these restrictions will allow the Town and Battle to use gravity rather than pumping to exercise their conditional water rights at Bolt's Lake.

WLG will work with Town and Battle water attorneys to develop and draft alternative legislative language to address this issue. It is acknowledged that any such draft legislation must amend the Colorado Wilderness Act of 1980 (P.L. 96.50) to either adjust the HCWA boundary (by map) to exclude Bolt's Ditch or add and include Bolt's Ditch to the existing HCWA authorization for the Homestake Reservoir Project Sec. 102(a)(5).

Upon approval by Town and Battle water attorneys of draft Federal legislation WLG will approach statewide and national HCWA stakeholders such as Conservation Colorado, Wilderness Workshop, The Wilderness Society, and the cities of Colorado Springs and Aurora to seek their support or neutrality. Following these meetings WLG will work with the Town to approach members and staff of the Colorado Congressional Delegation to seek introduction of the subject draft Federal legislation.

WLG will work with Member and Committee staffs to facilitate and arrange Hearings in both Houses of Congress. WLG will also facilitate and lobby for Full Committee Markups, Committee Reports and Floor Action leading to bill passage.

COMPENSATION

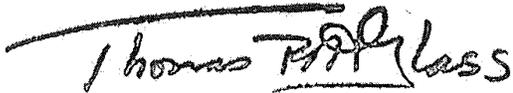
1. WLG will perform the tasks described above at the rate of \$140/hour (half our hourly rate for legislation). Battle will be responsible for the other half, billed monthly. WLG estimates that Minturn's portion of our fees for this project will be approximately \$35,000.
2. In addition to the fees discussed above, you will reimburse WLG for direct out-of-pocket expense such as airfare, lodging, car rental, telephone calls, mileage at the rate of \$0.575 per mile, photocopying, facsimile and other necessary and reasonable expenditures. WLG estimates that Minturn's portion of our expenses for this project will be approximately \$7,000.
3. You shall have the right to unilaterally terminate your involvement in this Agreement at any time. If the Agreement is terminated prior to passage of the legislation, WLG shall be compensated for any time expended through the date of termination.

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4. Any amounts billed to you in accordance with this agreement which remain unpaid for 30 days after delivery of our statement will accrue a finance charge of 1.0% per month which is 12% annual percentage rate. In the event legal action is required to collect any amount due to us, and said amount is properly documented, you agree to pay any attorney fees, court costs and other incurred expenses.

I hope the above is consistent with your expectations. If you are ready to proceed, please return a signed copy of this agreement for our files. We look forward to working with you on this project.

Sincerely,

Handwritten signature of Thomas P. Glass.

The above terms and conditions are acceptable:

Handwritten signature of Hankoys Flaherty.

11-4-2015
Date