



2010

# Minturn Council Meeting

Wednesday September 1, 2010

<b>Regular Session:</b> (Town Center)	<b>5:00pm</b>
<b>Work Session</b> (Town Center)	<b>6:00pm</b>
<b>Regular Session:</b> (Town Center)	<b>7:00pm</b>

**Council Goals:**

**TOP FIVE COUNCIL PRIORITIES:**

- Transit
- Sidewalks
- Annex School Dist property
- Community communications strategy
- Enforce zoning laws



## Agenda

**MEETING OF THE MINTURN TOWN COUNCIL**  
Minturn Town Center, 302 Pine Street  
Minturn, CO 81645 • (970) 827-5645

**Wednesday September 1, 2010**

**Work Session – 5:00pm**  
**Regular Session – 7:00 pm**

**MAYOR – Gordon “Hawkeye” Flaherty**  
**MAYOR PRO TEM – George Brodin**

**Town Administrator – Jim White**  
**TOWN CLERK/TREAS – Jay Brunvand**

**COUNCIL MEMBERS:**

Shelley Bellm  
Earle Bidez  
Jerry Bumgarner  
Aggie Martinez  
Matt Scherr

When addressing the Council, please state your name and your address for the record prior to providing your comments. Please address the Council as a whole through the Mayor. All supporting documents are available for public review in the Town Offices – located at 302 Pine Street, Minturn CO 81645 – during regular business hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays.

### **Regular Session – 5:00 pm**

- 1. Call to Order**
  - a. Roll Call
  - b. Pledge of Allegiance
- 2. Approval of Agenda**
  - Items to be Pulled or Added

### **EXECUTIVE SESSION**

- 3. Executive Session – Pursuant to CRS 24-6-402(4)(f) to discuss personnel matters concerning the Town Manager’s annual review – White (60min)**

pg 1

### Work Session – 6:00 pm

- Discussion with Cemetery Board regarding infrastructure issues – White (45min)

pg 2

### Regular Session – 7:00 pm

4. Executive Session – Direction to Staff as a result of the Executive Session (5min)
5. Approval of Minutes and Action Report
  - Aug 18, 2010
  - Action Item Report
6. Public comments on items, which are NOT on the agenda (5 minute time limit per person).
7. Special Presentations/Citizen Recognition
8. Town Manager's Report
9. Town Council Comments

pg 3  
pg 10

pg 11

### PUBLIC HEARINGS AND ACTION ITEMS

10. Discussion/Action – Discussion with the Public regarding the Eagle County School District Board of Education Maloit Park annexation – White (30min)
11. Discussion/Action – Country Club Tract/Quintana Annexation Proposal referral to Staff for calendar and compliance review – Cerimele/Christensen (10min)
12. Discussion/Action – Discussion regarding possible part time position funding – White/Brunvand (20min)
13. Discussion/Action – Discussion and direction regarding matters concerning the Town Attorney – White/Christensen (10min)
14. Discussion/Action – Request for approval of the Colorado River Conservation District Water supply Contract – White (5min)

pg 15

pg 17

## EXECUTIVE SESSION

15. Executive Session - Pursuant to CRS 24-6-402(4)(b) to consult with the Town's Attorney(s) and receive direction regarding the United States Forrest Service Boneyard property annexation and to consult with the Town's Attorney(s) and receive direction regarding the negotiations of the Battle Mountain Resort property annexation and water right issues. – White/Christensen

pg 28

## FUTURE AGENDA ITEMS

### 16. Next Meeting

- Country Club/Quintana Annexation Petition – September 15, 2010 – Cerimele
- Discussion/Action – adoption of 2009 Building Codes – September 15 - Cerimele

### 17. Future Meeting

- Budget Review and formal acceptance – October 6 Worksession (45min) Council Action Item (10min) Brunvand/White
- Budget Review – October 6 Worksession (45min)
- Discussion/Action – 1st Public Hearing on proposed fiscal year 2011 Budget – review public funding requests – Brunvand/White (45min)
- Discussion/Action – 2<sup>nd</sup> Public Hearing on proposed fiscal year 2011 Budget and First Reading of Budget Ordinances – Brunvand/White (45min)
- Discussion/Action – 2<sup>nd</sup> and Final Reading of proposed 2011 Budget Ordinances – Brunvand/White (15min)

### 18. Set Future Meeting Dates

#### a) Council Meetings

- September 15, 2010
- October 6, 2010
- October 20, 2010

#### b) Planning & Zoning Commission Meetings

- September 8, 2010
- September 22, 2010
- October 13, 2010

#### c) Other

- Town Hall closed for Labor Day – September 6

### 19. Adjournment



TOWN OF MINTURN  
P.O. Box 309 (302 Pine Street)  
Minturn, Colorado 81645-0309  
970-827-5645 Fax: 970-827-5545  
treasurer@minturn.org

---

**FROM THE DESK OF  
JAY BRUNVAND, TREASURER/FINANCE**

*MEMORANDUM*

TO: Minturn Town Council  
FROM: Jay Brunvand, Treasurer/Clerk  
CC:  
DATE: Wednesday, August 25, 2010  
RE: Executive Session

At tonight's meeting the Council will need to convene in Executive Session to discuss the Town Managers annual review. The following motion is recommended:

*"Recommended motion: "I move to convene in Executive session Pursuant to CRS 24-6-402(4)(f) to discuss and perform the Town Manager's annual employment review."*

The Mayor will announce for the record if any decision is to be made as a result of the Executive Session once the Regular Session meeting reconvenes.

Please contact me in the event you have any questions.

Thank You, Jay

Minturn Cemetery District  
820 Cemetery Road  
P.O. Box 297  
Minturn, Co. 81645  
Phone: 970-827-4160  
Fax: 970-827-5244



Cemetery Board  
Floyd Duran, President  
John Sheehan, Secretary  
Ernie Chavez, Member

email: minturncemetery@aol.com

August 4, 2010

Town of Minturn  
P. O. Box 309  
Minturn, Co 81645

Gentlemen:

The Minturn Cemetery District is requesting payment in the amount of \$16,675.00 for the town's share of the water connection for the **Public Works Department Building**.

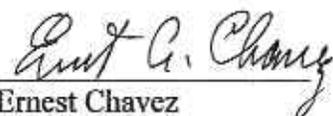
The water system piping was installed in 2006 and awaits connection to the system when water arrives at the site. These underground lines have been installed to supply the **Public Works Department Building** and the new **Cemetery Mausoleum** in anticipation of utilities becoming available in the future. The installation consists of an 8" water line, gate valve and fire hydrant.

The total cost for the water system was \$33,350.00.

Hawkeye Flaherty and Ann Capela attended our July 10, 2006, board meeting where utilities were discussed. Hawkeye indicated that the Town of Minturn should pay for half this cost, which was estimated at that time to be \$30,000.00.

The Minturn Cemetery District requests the Town of Minturn pay \$16,675.00 for half the cost.

Sincerely,

  
Ernest Chavez

  
John Sheehan

  
Mildred "Jay" Raiola



## **Official Minutes**

**MEETING OF THE MINTURN TOWN COUNCIL**  
**Minturn Town Center, 302 Pine Street**  
**Minturn, CO 81645 • (970) 827-5645**

**Wednesday August 18, 2010**

**Work Session – 5:00pm**  
**Regular Session – 7:00 pm**

**MAYOR – Gordon “Hawkeye” Flaherty**  
**MAYOR PRO TEM – George Brodin**

**Town Administrator – Jim White**  
**TOWN CLERK/TREAS – Jay Brunvand**

**COUNCIL MEMBERS:**

Shelley Bellm  
Earle Bidez  
Jerry Bungarner  
Aggie Martinez  
Matt Scherr

These minutes are formally submitted to the Town of Minturn Town Council for approval as the official written record of the proceedings at the identified Council Meeting. Additionally, all Council meetings are tape-recorded and are available to the public for listening at the Town Center Offices from 8:30am – 4:30pm, Monday through Friday, by contacting the Town Clerk at 970/824-5645 302 Pine St. Minturn, CO 81645

### **Work Session – 5:00 pm**

- USFS Property Discussion – White (60min)
- Joint Work Session – Town Council & Planning Commission – Ccrimclc/White (60min)

### **Regular Session – 7:00 pm**

- 1. Call to Order**
  - a. Roll Call
  - b. Pledge of Allegiance

Mayor Hawkeye Flaherty called the meeting to order at 7:09 p.m.

Those present included: Mayor Hawkeye Flaherty, Mayor Pro Tem George Brodin, Council Members Jerry Bumgarner, Shelley Bellm, Earle Bidez, Matt Scherr, and Aggie Martinez.

Staff present: were Town Manager Jim White, Town Treasurer/Clerk Jay Brunvand, Chief of Police Lorenzo Martinez, Administrative Assistant/Deputy Clerk Michelle Metteer, Planner Chris Cerimele and Attorney Allen Christensen.

## **2. Approval of Agenda**

- Items to be Pulled or Added

Motion by Shelley B., second by George B., to approve the agenda as amended, all voted in favor.

## **3. Approval of Minutes and Action Report**

- Aug 4, 2010
- Action Item Report

Motion by George B., second by Aggie M., to approve the Minutes of August 4, 2010 as presented; all voted in favor.

## **4. Liquor Authority**

- Shop N Hop #12 Annual Renewal of a 3.2% Beer License; 401 Main St.; Terry Marcum and James Marcum, Owners – Brunvand (10min)

Introduced by Hawkeye and referred to Staff. Jay B. stated that information was in the packet; it had been reviewed at Staff level by Attorney Allen C., Chief Martinez, and Jay B. and no issues were presented. It was noted for the record this consideration was for a renewal of an existing liquor license and the store manager was present if Council had questions or comments.

Motion by Earle B., second by Shelley B., to approve the Shop N Hop #12 3.2 beer Liquor License Annual Renewal; 401 Main St., Terry Marcum and James Marcum, Owner, as presented; all voted in favor.

## **5. Public comments on items, which are NOT on the agenda (5 minute time limit per person).**

Ms. Jay Raiola, President Minturn Red Cliff Business Association, read a letter aloud in support of creating an Events Coordinator position for the Town of Minturn. Many Minturn Citizens and Business Owners had signed this letter in support. The next Events Committee meeting will be held at 5:00pm on September 2, 2010 at the Battle Mountain property. Direction was given to staff to place this issue on the September 1, 2010 agenda.

Mr. Stephen Porter, PO Box 2841 Vail, introduced himself and announced he will be starting Nicky's Quickie in Minturn located at Ali's kitchen's previous location in the 100 block of Main St. Lunch and dinner will be served along with family meals and possibly delivery service. Hot,

fresh, quality ingredients will be served. Projected opening will be approximately mid September.

Mr. Frank Lorenti, 1081 Main St, would like to see holiday lights on Main St and he is willing to volunteer to hang lights on Main Street for the winter season.

#### **6. Special Presentations/Citizen Recognition**

- Swearing in of appointed Planning Commissioners
- Swearing in of new Police Officer Edward Moran

#### **7. Town Manager's Report**

##### **School District Update**

We participated in a meeting with school district consultant, Tom Braun on August 10, 2010. We are still focusing discussion on three primary issues: easements; a secondary access point to the property; and assurances related to water and land uses. Though these sound complicated, both sides have been in agreement conceptually. Each side is working to preserve the interests of the party it represents. I attended the school board meeting on August 11, 2010, spoke briefly, and witnessed 6-0 unanimous support of the board to direct school district staff to proceed with preparation of the formal annexation submittal (one board member was absent).

##### **CML Policy Committee**

It is time again to name the Town of Minturn's representatives the Colorado Municipal League's Policy Committee. The Town Manager has served in the role of representative during the past year (see attachment).

##### **Radio Tower Contract**

The Town Clerk and the Town Manager contacted Dr. Hood regarding a longer term contract for the radio tower when the lease becomes due later this summer. This lease will require the replacement of a vertical tower. The Town Clerk has recently talked to one of the partners and will provide new information at tonight's meeting.

##### **Battle Mountain Update**

The draft Feasibility Study (FS) has just been completed and is nearly ready for submittal to the EPA. The small group meetings involving our staff and two Town Council representatives has now met on three occasions with Battle Mountain representatives. We plan weekly afternoon meetings, usually on Tuesday afternoons as schedules permit to review the development agreement stipulations. We have established a list of seven priority topics to discuss. Protracted conversations about the bridge loan for forest service property have occurred as well.

##### **Minturn Rocks!**

Minturn has a free Thursday evening concert series at Little Beach Park and Amphitheater. Local bands will be performing at the amphitheater from 5:30-7:30 throughout the end of August. This is a great opportunity to promote our community and enjoy the park with your friends, family and neighbors.

### **Water Treatment Plant**

John Volk of Southwest Water has been maintaining our water plant on an interim basis. We have also installed a chlorine analyzer to enable us to have constant monitoring of chlorine levels for our required reports to the state. TST Engineering is overseeing the water treatment plant operations to ensure that all state reporting requirements are being met. TST will have representatives available during the tour of the water treatment plant on Saturday, August 28, 2010.

TST Engineering has been working with Timberline Electric and Controls to access problems and to update our telemetry system at the water treatment plant. Kelly Lytle, electrician with Timberline, did a site visit to the water treatment plant and to the two water storage tanks.

### **RFP/North Main Street Water Line Design**

The design of the waterline project is done at the 100% level to date led by Mark Luna, Project Manager, representing Peak Land Consultants, Inc, Vail, Colorado. We have advertised for contractors for Phase one construction. The first ad went out on Wednesday, August 11, 2010. We will advertise August 18<sup>th</sup> and August 25<sup>th</sup> as well. Phase 1 construction is anticipated in mid to late September 2010 and expected to be completed by late October.

### **Minturn Market**

The Minturn Market is scheduled every Saturday, June 26 for eleven weeks through Saturday, September 4, 2010.

### **Downtown Colorado, Inc.**

The final report is expected to be delivered electronically on Monday, August 16, 2010. The Town will be receiving seven original copies in the mail soon after. I am hoping to have one printed copy by tonight's meeting.

Letters of support for the county-sustainability grant and community challenge grant Earl McFarland insurance agency award for (CESA award) perfect record of no workers comp claims or injuries.

Mr. Michael Cacciopa stated he had contracted with Dr. Hood of the radio tower and now he and the radio business well. Mr. Cacciopa recommended to include advertising spots in the lease contract; this will be pursued in the current negotiations.

## **8. Town Council Comments**

Matt S. announced he will be retiring from Town Council October 6, 2010 unless an earlier date is deemed more appropriate.

ECO Transit is holding a retreat in October and it may be beneficial for a representative from the Town to take part in those meetings.

Jeff Wetzel, with ECO Transit, has worked hard to have a feeder bus available to Minturn for the winter season. The feeder bus will have a fair included, however the feeder route will honor all ECO Transit bus passes. Direction to Staff to organize another transit committee meeting. George B. volunteered to head this Committee.

Motion by Shelley B., second by Jerry B., to appoint George B. to the Transit Committee; all voted in favor.

Minturn Town Council will take a tour of the water plant on Saturday August 28<sup>th</sup> from 9am to Noon. Interested citizens may attend although must provided their own transportation.

August 27<sup>th</sup> from 5-8 the Vail Valley Charitable Fund will be holding a fundraiser at Little Beach Park and all are invited to attend.

## PUBLIC HEARINGS AND ACTION ITEMS

**9. Discussion/Action – Resolution 14 – Series 2010 a Resolution setting ballot language for a Medical Marijuana question on the November 2, 2010 Eagle County coordinated election and providing other details relating thereto – White/Brunvand (10min)**

Hawkeye introduced the discussion stating this was a Resolution to ask the citizens in a general election to ban medical marijuana. This Resolution is presented per direction from the last Council meeting.

Motion by George B., second by Shelley B., to approve Resolution 14 – Series 2010 a Resolution setting ballot language for a Medical Marijuana question on the November 2, 2010 Eagle County coordinated election and providing other details relating thereto; Motion passed 6-1, Jerry B., voted no.

**10. Discussion/Action – Resolution 15 – Series 2010 a Resolution supporting the formation of a Citizens Trails Committee – Cerimele (30min)**

Motion by Shelley B., second by Jerry B., to approve Resolution 15 – Series 2010 a Resolution supporting the formation of a Citizens Trails Committee; all voted in favor.

Ms. Lynn Feiger, 494 Eagle St, stated she would like to volunteer for the Citizen Trails Committee.

Mr. Frank Lorenti, 1081 Main St, would also like to volunteer for the Citizen Trails Committee.

## EXECUTIVE SESSION

**11. Executive Session – Pursuant to CRS 24-6-402(4)(b) to consult with the Town's Attorney(s) and receive direction regarding the negotiations of the Battle Mountain Resort property annexation and water right issues and pursuant to CRS 24-6-402(4)(f) to discuss personnel matters concerning the Town Attorney – White/Christensen**

Motion by Earle B., second by Shelley B., to convene in Executive session Pursuant to CRS 24-6-402(4)(b) to consult with the Town's Attorney(s) and receive direction regarding the

negotiations of the Battle Mountain Resort property annexation and water right issues and pursuant to CRS 24-6-402(4)(f) to discuss personnel matters concerning the Town Attorney.

The Council convened in Executive Session at 8:25pm. *(Note: Jerry B. had excused himself part way through the Executive Session and was not present when the Council reconvened in Regular Session.)* When the Council emerged from Executive Session the following direction was given:

- The Council directed to place on the September the following direction was, 2010 agenda discussion to address the citizen petition related to the Town Attorney position.
- Motion by George B., second by Shelley B., to authorize the Town's Water Attorney to sign the stipulation to remove Avon from the Water Case regarding junior water rights for the Town of Minturn; motion passed 5-1, Mayor Hawkeye Flaherty voted no. *(Note: Jerry B. was excused absent).*
- Motion by Hawkeye F., second by Aggie M., to authorize the Town Water Attorney to sign a stipulation withdrawing the school District as an objector; motion passed 5-1, Mayor Hawkeye Flaherty voted no. *(Note: Jerry B. was excused absent).*
- Motion by George B., second by Shelley B., to direct The Town's Water Attorney to sign a stipulation with the USFS to move the point of diversion out of the wilderness during the diligence period, unless Presidential authority was granted, or unless the wilderness classification is modified and rendered obsolete, or unless the facility is grandfathered in; motion passed 5-1, Mayor Hawkeye Flaherty voted no. *(Note: Jerry B. was excused absent).*
- Motion by Shelley B., second by George B., to authorize the Town's Water Attorney to sign the stipulation with the Town of Gypsum, approving limits to 100 acre/feet annually, and removing Gypsum from opposition. ; motion passed 5-1, Mayor Hawkeye Flaherty voted no. *(Note: Jerry B. was excused absent).*
- The Mayor handed out several forms for the Town Manager's review which is to occur in Executive Session before the September 1, 2010 Council meeting.

## FUTURE AGENDA ITEMS

### 12. Next Meeting

- Minturn Water Plant Tour – White (90min) Worksession (August 28, 2010 9am – 12pm)
- Part time position discussion regarding the Events Coordinator position for the September 1, 2010 agenda
- Town Manager evaluation to be conducted September 1, 2010. Exec session to be conducted early on Sept 1.

### 13. Future Meeting

- Budget Review and formal acceptance – October 6 Worksession (45min) Council Action Item (10min) Brunvand/White
- Budget Review and question/answer – October 20 Worksession (45min)
- Discussion/Action – November 3<sup>rd</sup> Council Action Item 1st Public Hearing on proposed fiscal year 2011 Budget – review public funding requests – Brunvand/White (45min)
- Discussion/Action – November 17<sup>th</sup> Council Action Item 2<sup>nd</sup> Public Hearing on proposed fiscal year 2011 Budget and First Reading of Budget Ordinances – Brunvand/White (45min)
- Discussion/Action – December 1<sup>st</sup> Council Action Item 2<sup>nd</sup> and Final Reading of proposed 2011 Budget Ordinances – Brunvand/White (15min)

### 14. Set Future Meeting Dates

#### a) Council Meetings

- September 1, 2010
- September 15, 2010
- October 6, 2010

#### b) Planning & Zoning Commission Meetings

- August 25, 2010
- September 8, 2010
- September 22, 2010

#### c) Other

- Minturn Market: June 26 – September 4 – 9am-2pm
- Town Hall closed for Labor Day – September 6

### 15. Adjournment

Motion to adjourn by Shelley B., second by Aggie M., to adjourn at 10:45am. All voted in favor.  
(Note: Jerry B. was excused absent)

---

Mayor Hawkeye Flaherty

ATTEST:

---

Town Clerk, Jay Brunvand

**Town of Minturn  
Council Action Item Memo**

**TO:** Staff Members/Council Members  
**FROM:** Jim White/ Town Administrator  
**DATE:** September 1, 2010  
**SUBJECT:** Status of Action Items from Town Council Meetings

Action Item	Action Required	Responsible Party	Progress Report
Nuisance Item Review	Review of nonconforming use of commercial/industrial business operations in residential zones	Cerimele	Staff conducted review mtgs with property owners and remediation plan being developed
Land – Acquisition of Boneyard property	Work with the Forest Service to come up with a process/plan to acquire USFS parcels within the Town of Minturn’s Town Limits.	White/Cerimele	Current appraisal lapses Sept 3, 2010
Waterline agreements between the Town and the Cemetery District	Discussion between Town Board and Cemetery Board.	Christensen/White	Scheduled for Sept 1, 2010 work session.
Obtain Land Deed for Water Plant	Work with Eagle County School District to annex the land the Town of Minturn’s Water Plant is occupying	White/Christensen	Joint meetings in progress between Town and School Board.
Water Line	Repair/replace water line main in Rail Yard north of Turntable.	White/Public Works	Peak Land Consultants have 100% eng. Design done. Project construction start date: Sept 2010. Construction RFP pub 8/11, 8/18 & 8/25 in Vail Daily. Pre bid mtg 8/26/10
Street Assessment	Review all Town streets and determine where repairs are needed for implementation in summer 2010	White/Public Works	Review preliminary list and prioritize at staff level during 2010. Town Manager contacted Vail Engineer and meeting Aug 30 or Aug 31
Pedestrian Cross Walks on Hwy 24	CDOT to paint the cross walks	Public Works	Crosswalk striping expected late August or early Sept.
Town Sign Plan	Town entry signage ideas have been reviewed.	White/Brodin	In design phase.

**Jim White**  
Town Manager  
P.O. Box 309 ♦ 302 Pine Street  
Minturn, CO 81645  
Phone: 970-827-5645  
Fax: 970-827-5545  
Email: [manager@minturn.org](mailto:manager@minturn.org)



TOWN COUNCIL  
Mayor – Gordon “Hawkeye” Flaherty  
Mayor Pro Tem – George Brodin  
Councilmember – Shelley Bellm  
Councilmember – Earle Bidez  
Councilmember – Jerry Bumgarner  
Councilmember – Aggie Martinez  
Councilmember – Matt Scherr

---

**To:** Mayor Flaherty and Minturn Town Council  
**From:** Jim White, Town Manager  
**Date:** August 26, 2010  
**Re:** Manager’s Report for the September 1, 2010 Meeting

**School District Update**

August 10 - meeting with school district consultant, Tom Braun.  
August 11 - school board meeting, unanimous support to proceed with annexation  
September 1 -Town Council/discussion with Minturn residents re:Maloit Park annexation

**Radio Tower Contract**

The Town Clerk and the Town Manager contacted Dr. Hood regarding a longer term contract for the radio tower when the lease becomes due later this summer. This lease will require the replacement of a vertical tower. Payment for 2010 expected by end of August as well as proposal of new contract terms.

**Battle Mountain Update**

The draft Feasibility Study (FS) has been submitted to the EPA. The small group meetings involving our staff and two Town Council representatives are temporarily on hold as we prepare for October water court cases.

**Minturn Rocks!**

Minturn celebrated the final show of a successful first year free Thursday evening concert series at Little Beach Park and Amphitheater. This was a great opportunity to promote our community and enjoy the park with friends, visitors, family and neighbors.

**Water Treatment Plant Tour**

TST Engineering is overseeing the water treatment plant operations to ensure that all state reporting requirements are being met. TST will have a representative, Don Taranto, available during the tour of the water treatment plant on Saturday, August 28, 2010.

TST Engineering has been working with Timberline Electric and Controls to access problems and to update our telemetry system at the water treatment plant. Kelly Lytle, electrician with Timberline, did a site visit to the water treatment plant and to the two water storage tanks in anticipation of solar and electric power being established at the respective tank sites.

**RFP/North Main Street Water Line Design**

The design of the waterline project is done at the 100% level to date led by Mark Luna, Project Manager, representing Peak Land Consultants, Inc, Vail, Colorado. We have

8/25/2010

fulfilled advertising requirements for contractors for Phase One construction. The pre-bid meeting was held on Thursday, August 26<sup>th</sup> at 2pm. Phase 1 construction is anticipated to begin in mid to late September 2010 and expected to be completed by late October.

**Minturn Market**

The Minturn Market is scheduled every Saturday, June 26 for eleven weeks through Saturday, September 4, 2010. This upcoming Saturday will be the last 2010 market day!

**Downtown Colorado, Inc.**

The final draft report was delivered electronically on Wednesday, August 25, 2010. Final comments are due quickly so the Final Report can be printed and distributed.

**USFS Decision Notice**

On August 25, 2010, the Town received a letter from Scott Fitzwilliams, White River National Forest Supervisor, regarding several amendments to the September 9, 2009 Decision Notice for Forest-wide Hazardous Tree Removal and Fuels Reduction project (see attachment).

**2011 Budget Planning**

The proposed schedule for our budget process and meeting schedule has been prepared by the Town Clerk/Treasure and reviewed by the Town Manager. This process has been underway at the staff level since early summer and will accelerate in the next few months following the prescribed calendar requirements articulated in the Colorado Revised Statutes for annual budget approval.



File Code: 2410

Date: August 23, 2010

Dear Interested Party:

On September 9, 2009, I signed the Decision Notice for the Forest-wide Hazardous Tree Removal and Fuels Reduction project. The primary purpose of the project is to remove hazardous trees from roadways, trails, high-use areas, culturally significant sites, and administrative areas to manage fuels accumulations and to reduce the possibility of personal injury or property damage from falling trees killed by the mountain pine beetle (MPB) epidemic that is decimating mature pines on the White River National Forest (WRNF).

The WRNF began an aggressive hazard tree mitigation program this year to implement the selected alternative by prioritizing treatments in areas of highest public use to maximize our goal of providing for public safety. Through project implementation I have found the need to revise one of the design criteria to expedite hazard tree removal along Maintenance Level 3 roads.

Specifically, the Decision Notice states, "Design criteria (see EA page 4-17 and page 4 of this decision) will be employed during project implementation to help meet forest plan standards and guidelines and mitigate and avoid adverse impacts to various forest resources."

I am proposing that the following change be made to the original decision (source EA, page 9-10):

**2.3.5 Public Safety**

**17) Maintenance level 4 and 5 roads: (*originally Maintenance level 3-5 roads*)**

- a) Shall be maintained for through traffic during felling, slash treatment, and/or removal operations. Traffic delays may occur for a maximum of one half (½) hour.
- b) Shall be left in an operational condition that will adequately accommodate traffic at the end of each work day.
- c) Shall have barricades erected and/or proper signs placed at any traffic hazards in or adjacent to the road at the end of each workday. All felled trees and slash shall be removed from the bladed, mowed, or brushed road corridor each day.
- d) No felling, slash treatment, and/or removal operations shall occur on weekends, holidays, or one day prior to the opening of each of the four big game rifle seasons.

**18) Maintenance level 2 and 3 roads shall be temporarily closed to general public access during felling, slash treatment, and/or removal operations. Temporary closures may occur from one day to two weeks. (*originally Maintenance level 2 roads*)**

The current design criteria that addresses the maximum extent of traffic delays on Maintenance Level 3 roads stipulates maximum traffic delays of no more than one half hour. These roads are typically too narrow to allow vehicular passage around hazard tree removal operations without moving machinery away from the project site; and, there are places along Level 3 roads where the number of trees that need to be cut and removed exceed what can be done in one half hour.



The proposed change is necessary so treatments along Maintenance Level 3 roads can be accomplished in a more expedient, efficient manner.

I realize increasing the length of time for temporary closure along a Maintenance Level 3 road may affect recreating traffic. However, my intent is to reduce the overall duration of hazard tree mitigation work on any single road segment in order to reopen public access without additional delays. I will direct staff to coordinate with any affected parties including outfitter, guides, special uses, etc. to consider their needs when scheduling closures.

To amend the decision we will be utilizing 36 CFR 218 Pre-decisional Administrative Review Process For Hazardous Fuel Reduction Projects Authorized By The Healthy Forest Restoration Act of 2003, the process used for the Forest-wide Hazardous Tree Removal and Fuels project.

This letter is to inform you of this proposed amendment to the decision and inquire whether you have any concerns with this change. *This proposed amendment to the decision is the only change I am considering.* The rest of the decision will still stand as written.

You may send comments to: Forest-wide Hazard Tree Removal and Fuels Reduction Project Amendment, Attn: Jan Burke, 900 Grand Ave., Glenwood Springs, CO 81601; or Email: [wrf\\_scoping\\_comments@fs.fed.us](mailto:wrf_scoping_comments@fs.fed.us). Please include: (1) your name, address, telephone number, and organization represented, if applicable (2) title of the project in the subject line, and (3) specific facts and supporting reasons for your issues. Names and contact information submitted with comments will become part of the public record and may be released under the Freedom of Information Act.

To keep this planning effort on schedule, we would like to receive your input by September 3, 2010. If you submit written comments related to this proposal, you will be notified of the objection period (to be held later in this process). Anyone else who requests such notification will also receive it.

If you need further information about the project, please call Jan Burke at (970) 945-3246.

Thank you for your interest in the management of your public lands. I look forward to hearing from you.

Sincerely,

  
SCOTT G. FITZWILLIAMS  
Forest Supervisor



TOWN OF MINTURN  
P.O. Box 309 (302 Pine Street)  
Minturn, Colorado 81645-0309  
970-827-5645 Fax: 970-827-5545  
treasurer@minturn.org

---

**FROM THE DESK OF  
JAY BRUNVAND, CLERK/TREASURER/FINANCE**

*MEMORANDUM*

TO: Mayor and Town Council  
FROM: Jay Brunvand, Treasurer/Clerk  
CC: Jim White, Chris Cerimele and Allen Christensen, Esq.  
DATE: Tuesday, August 25, 2010  
RE: Country Club Tract/Quintana Annexation

Pursuant to § 31-12-107(1)(f), Colorado Revised Statutes, I am referring as a communication the Country Club Tract Petition for Annexation, property located at 1973 Hwy 24, filed with the Town Clerk on August 20, 2010. Attached is a reduced size copy of the annexation map accompanying the Petition, a full size map will be available at the September 1, 2010 Council meeting and is available for inspection in the office of the Town Clerk.

Please contact me in the event you have any concerns or questions.

Jay Brunvand, Clerk/Treasurer



## WATER SUPPLY CONTRACT

This Contract is made between the COLORADO RIVER WATER CONSERVATION DISTRICT (herein the "River District"), a political subdivision of the State of Colorado acting by and through its Colorado River Water Projects Enterprise, and TOWN OF MINTURN (herein "Contractor") effective as of the date of the River District's execution indicated below.

### RECITALS

A. The River District is authorized to contract to deliver water for beneficial use from River District water projects pursuant to provisions of C.R.S. § 37-46-101, *et seq.* (herein "River District Organic Act").

B. The River District is the owner and operator of the Wolford Mountain Reservoir Project located on the Muddy Creek drainage near Kremmling, Colorado, having obtained necessary decrees from the District Court in and for Colorado Water Division No. 5 (herein "Water Court") and permits from governmental agencies, and the River District is entitled to deliveries of water from Rucdi Reservoir under its Contracts with the U.S. Bureau of Reclamation.

C. The River District's Board of Directors has adopted a Water Marketing Policy, as revised by the Board from time to time, to provide for the use of water available from the River District's sources of supply pursuant to contracts, and that Water Marketing Policy is to be implemented through the River District's Water Projects Enterprise.

D. Contractor has a need for wholesale water supply, demonstrated in its submittal to the River District pursuant to the Water Marketing Policy's contracting process, in the amount of 5.0 acre feet annually for municipal/industrial purposes, which beneficial uses will be accomplished by Contractor in Eagle County, Colorado, in the vicinity of the Town of Minturn, by surface or ground water diversions within the Eagle River drainage, which is a tributary to the Colorado River.

E. Contractor is aware of the "Hydrology Assumptions" which are part of the Water Marketing Policy and is satisfied, based on its review and investigations, that Contractor legally and physically can make use for its intended purposes of the Contracted Water, which are the subject of this Contract and that such use will comply with the Water Marketing Policy.

### AGREEMENT

The foregoing Recitals are incorporated into this agreement between the River District and Contractor.

### DEFINITIONS

In this Contract certain terms will have definitions as stated below:

- The "River District" means the Colorado River Water Conservation District created and existing pursuant to the River District Organic Act defined in Recital A and acting by and through its Colorado River Water Projects Enterprise which is currently described and memorialized in the Resolution of the Colorado River Water Conservation District's Board of Directors dated April 20, 2005.
- The "Project" means:
  - (a) The River District's "Colorado River Supply" from: (1) Woford Mountain Reservoir, for which storage water right decrees were obtained by the River District in Cases No. 87CW283, 95CW281 and 98CW237 in the District Court for Colorado Water Division No. 5, and for which additional storage water right decrees may be obtained in the future by the River District in other cases; (2) the River District's contractual right to water deliveries from Ruedi Reservoir; and (3) other supplies that the River District may acquire suitable for use in its Water Marketing Program; [and/or]
- "Agricultural" means the use of water for commercial production of agricultural crops and livestock and other uses consistent with any right decreed for irrigation purposes, which uses are made on a parcel of land of at least ten acres.
- "Municipal and Industrial" means the use of water by individuals, cities, towns, public or quasi-public districts, private corporations, homeowners associations, or other entities for domestic, municipal, and miscellaneous related purposes as those terms are traditionally and commonly construed, including the use of water for purposes of producing or processing a non-agricultural product or service for sale, including without limitation, such uses as manufacturing, mining, milling, land reclamation, golf course irrigation, snowmaking, and non-hydroelectric power generation; and including the use of water for environmental mitigation purposes associated with such uses; but excepting the agricultural use of water defined herein.
- "Contracted Water" means the water which is the subject of this Contract which is to be released and delivered by the River District and used by Contractor. The Contracted Water is 5.0 acre feet of Colorado River Supply above the Roaring Fork Confluence available during each Project Year during the term of this Contract, subject to the provisions hereof, for Contractor's use without right of carryover of any amount not used in any Project Year.

- “Project Year” means a period of time from July 1 through and including the subsequent June 30.
- “Water Marketing Policy” means the River District’s policy statement as revised and re-adopted as of the execution date of this Contract and as the same may be amended in the future.
- “Project Hydrology Assumptions” or “Hydrology Assumptions” means the document attached as Appendix “A” to the Water Marketing Policy adopted on October 17, 2006.

1. River District Water Delivery Obligations and Responsibilities.

- a. Delivery. The River District will deliver the Contracted Water at the outlet works of the Contracted Water’s sources of supply into the receiving natural streams in quantities provided herein. Unless otherwise agreed to by the River District’s General Manager based upon written request of Contractor, the River District will make releases or request that releases be made for Contractor, based upon Contractor’s written schedule of anticipated demand, adjusted as necessary by the ongoing status of river administration *vis-a-vis* the priority status of Contractor’s diversions, provided that the releases can be made within the operational limitations of the River District’s project facilities as determined by the River District in its sole discretion. Contractor shall be solely responsible after delivery for the legal and physical delivery and use of the Contracted Water.
- b. Delivery Contingencies. The River District’s delivery of Contracted Water shall be subject to Contractor’s payments pursuant to paragraph 3 below, and the provisions for curtailment of deliveries in paragraph 5 below.
- c. Water Measurements. The River District shall measure at the outlet works of the Contracted Water’s sources of supply all Contracted Water and shall notify the Division Engineer of Colorado Water Division No. 5 of the date, time and amount of Contracted Water released pursuant to this Contract. Copies of such records shall be provided to Contractor upon request.
- d. Water Quality. The River District shall have no obligation to Contractor or any other person regarding and makes no warranties or representations to Contractor concerning the quality of Contracted Water delivered pursuant to this Contract by releases of raw water to natural streams.
- e. Maintenance of Facilities. The River District, to the extent that it has ownership and maintenance control, shall use its best efforts to maintain in good working condition

the water storage and release facilities of the Contracted Water.

- f. Withholding of Delivery. The River District may withhold deliveries of Contracted Water in the event of Contractor's nonpayment for Contracted Water or any other breach of this Contract by Contractor. Such remedy shall not be the River District's exclusive remedy in the event of any such breach.
- g. Delivery from Primary or Alternate Sources. The River District will deliver the Contracted Water from the sources of Colorado River Supply above the Roaring Fork Confluence described herein, which will meet the Contractor's need to satisfy calls by senior water rights or the Contractor's physical need for any direct delivery of Contracted Water to Contractor's diversions. Subject to meeting those objectives, the River District reserves the right to provide all or any of the Contracted Water to Contractor from alternate reservoirs for Contractor's use, provided that the alternate sources are suitable to physically satisfy calls by senior water rights or Contractor's need for direct delivery.

2. Contractor's Water Use Obligations and Responsibilities.

- a. Scheduling of Use. Contractor shall provide the River District a preliminary written schedule of its anticipated monthly demands for the Contracted Water during the upcoming Project Year (July 1, 2011 - June 30, 2012). The schedule provided by Contractor shall serve as the schedule to be used until it is modified in a written notice given by Contractor to the River District, or as necessary in response to river administration of the Contractor's diversions. The schedule shall identify the volume of any Contracted Water anticipated by Contractor not to be needed by it during any particular Project Year. Contractor shall update said schedule periodically during the Project Year as conditions require and give the River District written notice of all such revisions.
- b. Carriage Losses. Contractor shall bear carriage losses in such amount as is determined by the Division Engineer for Colorado Water Division No. 5, from the point of delivery of Contracted Water to Contractor's point(s) of use and/or exchange or augmentation.
- c. Use Per Contract and Law. Contractor's use of Contracted Water shall in all instances be in accordance with the terms of this Contract, the permits and decrees of the Project, the Water Marketing Policy, as it may change from time to time, and in accordance with applicable law and all decrees related to the Contracted Water. Contractor is not authorized to apply for or secure any change in the water rights for or associated with any of the sources of supply of the Contracted Water.

- d. Legal Approvals. Contractor shall at its sole expense adjudicate a plan or plans for augmentation or exchange and/or secure administrative approvals of any temporary substitute supply plans which are needed for Contractor to use its Contracted Water. Any such plans shall identify Wolford Mountain Reservoir and Ruedi Reservoir as the sources of supply. Contractor already has filed such an application in Water Court, Water Division No. 5, Case No.07CW225. If necessary, Contractor shall amend the application to identify all of the River District's sources of supply. If Contractor intends to make any additional application(s) for any augmentation or exchange plan(s) or substitute supply plan(s) needed for Contractor to use its Contracted Water, Contractor shall submit the proposed application(s) to the River District within a reasonable time before Contractor proposes to file such application. The River District shall grant written approval of such applications before they are submitted or filed, and the River District's approval shall not be unreasonably withheld. The River District may in its discretion become a coapplicant in the prosecution of any such applications for the purpose of protecting its water rights and related policies. Contractor shall cause to be included in any final decree of the Water Court a provision conditioning Contractor's use of the Contracted Water on the existence of a River District contract.
- e. Limitation on Disposition.
- i. Contractor shall not sublet, sell, donate, loan, assign or otherwise dispose of any of its rights to this Contract or to Contracted Water without prior written notice to, and the written approval of, the River District and the payment of a transfer fee at the prevailing rate set forth in the Water Marketing Policy. The River District's approval of such disposition shall be granted in all instances in which the Contractor is transferring the water system which supplies the Contracted Water, or a permanent transfer of the Contract is to be made to a successor in interest of Contractor by reason of the transfer of the title or other legal right to use the property served by the Contracted Water, or where the transfer is made to an entity such as a homeowners' association or special district created to serve the property originally represented to the River District to be served with the Contracted Water.
- ii. The assignment of a Contract is subject to the Water Marketing Policy as revised as of the effective date of the assignment. In accordance with this subparagraph (ii), any assignee must pay for the Contracted Water at the then-current price determined by the River District Board of Directors.
- f. Contractor's Water Rates. Contractor may charge its water customers who are supplied with Contracted Water such rates and charges as are permitted by Colorado law.

- g. Nondiscrimination. Contractor shall not discriminate in the availability of or charges for any water service or water supply made available pursuant to or based upon the Contracted Water on account of race, color, religion, or national origin or any other criteria prohibited under state or federal law.
- h. Accounting of Use. Contractor shall maintain an accounting of its use of all water used or supplied by Contractor on form(s) acceptable to the River District specifically for the purpose of enabling the River District to prove the use of River District Project water rights and to administer and operate the Project and water right decrees and/or administrative approvals related to Contractor's use of Contracted Water. Contractor shall submit its accounting forms and records to the River District promptly upon request and shall assist the River District as it may reasonably request in presenting and/or verifying such evidence of use in court or before administrative agencies by testimony of Contractor or its authorized and informed officers or agents.
- i. Section 404 of the Clean Water Act (33 U.S.C. 1344) regulates the discharge of dredged or fill material into the waters of the United States. Contractor shall consult with the Army Corps of Engineers if construction of facilities necessary to use the Contracted Water requires Section 404 compliance, which may include obtaining a permit. Further consultation and approval by the United States Fish and Wildlife Service may be required to ensure compliance with the Endangered Species Act (16 U.S.C. 1531, *et seq.*) if Contractor proposes physical alterations to the designated critical habitat of the Colorado River endangered fish species. As of March 1, 2007, designated critical habitat exists from the Garfield County 320 Road Bridge Crossing of the Colorado River in Rifle downstream to the Colorado State line.

3. Contractor's Payments.

- a. In addition to the application fee already paid by Contractor, in order for the River District's delivery obligation to become effective on or about July 1, 2011, Contractor shall pay to the River District on its execution of this Contract \$250.00 in order to defer delivery rights for one project year. Thereafter, the River District shall provide Contractor an annual invoice for the 5.0 acre feet of Contracted Water, and Contractor shall pay the invoice within thirty (30) days of receipt. The price for each type of water will be reviewed and set annually by the River District's Enterprise Board of Directors (which decision normally will be made prior to March 1 each year). Any annual increase in the contract price shall not exceed the then-current published Consumer Price Index (CPI) plus New Growth Index (NGI).
- b. Contractor also shall pay any special assessment levied by the River District on Contractor to recoup all or a portion of costs attributable to extraordinary

maintenance incurred by the River District or assessed upon the River District by its third party water suppliers.

4. Contract Term.

- a. Except in the event of an early termination or partial termination as provided for in paragraph 6 below and subject to the other terms and conditions of this Contract, the term of this Contract shall be for a period of up to forty (40) years from the date of the execution of this Contract (through June 30, 2051).
- b. At the end of the 40-year term of this Contract (June 30, 2051), the Contractor shall have the right to renew this Contract for the same Contracted Water amount for a secondary term of thirty-five (35) years, upon such terms and conditions as the River District is offering at that time, provided that the River District is offering up the full amount of Contracted Water for lease. In the event that the River District, on a non-discriminatory basis, decides not to offer up the full amount of the Contracted Water for lease, Contractor shall have the right to renew for a secondary term of thirty-five (35) years such lesser portion of the Contracted Water as may be offered by the River District. If Contractor desires to so renew this Contract, it shall provide the River District written notice of its intention to do so at least ninety (90) days prior to the expiration of the initial term of this Contract. Thereafter, and prior to the expiration of the initial term, the River District and Contractor shall execute a supplemental agreement of renewal in a form mutually acceptable to the River District and Contractor. If such notice of intention to renew is not provided and such supplemental agreement is not executed, no renewal term shall commence.

5. Water Shortage. In the event that the River District is unable, because of either legal or physical reasons (including, but not limited to, hydrologic shortages and operational restrictions), to deliver any or all of the full amount of water contracted from the Project, including the Contracted Water, the River District reserves the right to apportion the Project's available water among its several contractors, including Contractor, in the manner provided in paragraph 6 of the Water Marketing Policy.

6. Contract Termination.

- a. Termination by River District.
  - i. The River District may terminate this Contract for any violation or breach of the terms of this Contract by Contractor, including Contractor's failure to pay timely any sum or amount due under this Contract within thirty (30) days after receiving written notice from the River District of such breach.

- ii. The River District also may terminate this Contract if, in its discretion, any judicial or administrative proceedings initiated by Contractor as contemplated in subparagraph 2.d above, threaten the River District's authority to contract for delivery of Project Water or the River District's water rights, permits, or other interests associated with the Project.
    - iii. The River District may terminate this Contract if its legal ability to deliver Contracted Water is materially impaired or is eliminated because of the termination or adverse modification of permits, decrees or other authorizations which are needed to deliver the Contracted Water.
  - b. Termination by Contractor.
    - i. Contractor may terminate this Contract in its entirety for any reason by giving the River District at least thirty (30) days advance notice prior to the due date of Contractor's next annual payment.
    - ii. Every fifth year after the year in which this Contract is executed, Contractor may partially terminate this Contract as to the amount of Contracted Water by giving the River District at least thirty (30) days advance notice prior to the due date of Contractor's next annual payment. Partial termination by Contractor shall not exceed more than fifty percent (50%) of the amount of Contracted Water which is then under contract.
    - iii. Within thirty (30) days of final approval of the Water Court application contemplated by subparagraph 2.d. above, Contractor may by written notice to the River District partially terminate this Contract as to the amount of Contracted Water which is not needed under that approval.
  - c. Notice of Termination to Affected Officials. The River District will notify the Division Engineer and any other appropriate governmental officials of any full or partial contract termination except for any partial termination under subparagraph 6.b.(iii).
- 7. Force Majeure. The River District shall not be responsible for any losses or damages incurred as a result of the River District's inability to perform pursuant to this Agreement due to the following causes if beyond the River District's control and when occurring through no direct or indirect fault of the River District, including without limitation: acts of God; natural disasters; actions or failure to act by governmental authorities; unavailability of supplies or equipment critical to the River District's ability to perform; major equipment or facility breakdown; and changes in Colorado or federal law, including, without limitation, changes in any permit requirements.

8. Miscellaneous/Standard Provisions.

a. Notices.

- i. All notices required or appropriate under or pursuant to this Contract shall be given in writing mailed or delivered to the parties at the following addresses:

River District:

Colorado River Water Conservation District  
Attention: Secretary / General Manager  
201 Centennial Street, Suite 200  
P. O. Box 1120  
Glenwood Springs, Colorado 81602  
Phone: (970) 945-8522  
Fax: (970) 945-8799

Contractor:

James J. White, Town Administrator  
Town of Minturn  
302 Pine Street  
Minturn, Colorado 81645  
Phone: (970) 827-5645  
Fax: (970) 827-5545

with copy to:

Arthur B. Ferguson, Esq.  
Holland & Hart LLP  
600 East Main Street, #104  
Aspen, Colorado 81611  
Phone: (970) 925-3476  
Fax: (970) 925-9367

- ii. Either party may, by written notice given in accordance with this provision, change the address to which notices to it shall be mailed or delivered.
- b. Amendments. No amendment, modification, or novation of this contract or its provisions and implementation shall be effective unless documented in writing which is approved and executed by both parties with the same formality as they have approved and executed this Contract.
- c. This Contract is subject to the River District's Water Marketing Policy, as it may be revised from time to time by the River District's Board.

COLORADO RIVER WATER CONSERVATION  
DISTRICT acting by and through its Colorado River  
Water Projects Enterprise

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
R. Eric Kuhn, General Manager/Secretary

ATTEST:

\_\_\_\_\_  
Dan Birch, Deputy General Manager/Asst. Sec.

TOWN OF MINTURN:

By: \_\_\_\_\_  
Gordon Flaherty, Mayor





TOWN OF MINTURN  
P.O. Box 309 (302 Pine Street)  
Minturn, Colorado 81645-0309  
970-827-5645 Fax: 970-827-5545  
treasurer@minturn.org

**FROM THE DESK OF  
JAY BRUNVAND, TREASURER/FINANCE**

*MEMORANDUM*

TO: Minturn Town Council  
FROM: Jay Brunvand, Treasurer/Clerk  
CC:  
DATE: Friday, August 27, 2010  
RE: Executive Session

At tonight's meeting, the Council may need to convene in Executive Session to discuss recent developments with the United States Forrest Service Parcel annexation, as well as an update on the Water Court status. The following motion is recommended:

*"Recommended motion: "I move to convene in Executive session Pursuant to CRS 24-6-402(4)(b) to consult with the Town's Attorney(s) and receive direction regarding the negotiations of the United States Forrest Service Boneyard annexation and an update on the Water Court status.."*

The Mayor will announce for the record if any decision is to be made as a result of the Executive Session once the Regular Sesson meeting reconvenes.

Please contact me in the event you have any questions.

Thank You, Jay