



2012

# Minturn Council Meeting

Wednesday June 6, 2012

**Work Session:** **5:45pm**

**Regular Session:** **6:30pm**  
(Town Center)

## **TOP COUNCIL PRIORITIES:**

Street Repairs with Drainage (by priority) Sidewalk Installations

- Expand Parking and Improve Appearance of Municipal Lot
- Improve Planning and Apply for Infrastructure Grants and Loans.
- Continue Sidewalk Installation Program and Improve Plan with Lafarge
- Implement Streetscape Plan
- Strengthen Marketing and Events
- Clean Up Parking Area on North Taylor Street



## **Agenda**

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

**Wednesday June 6, 2012**

**Work Session – 5:45pm**  
**Regular Session – 6:30pm**

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

**TOWN MANAGER – Jim White**  
**TOWN CLERK/TREAS – Jay Brunvand**

**COUNCIL MEMBERS:**

Shelley Bellm  
Earle Bidez  
Jerry Bumgarner  
Aggie Martinez  
John Rosenfeld

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

### **Work Session – 5:45 pm**

- NWCCOG presentation – White (45 min)

### **Regular Session – 6:30 pm**

- 1. Call to Order**
  - a. Roll Call
  - b. Pledge of Allegiance
- 2. Approval of Agenda**
  - a. Items to be Pulled or Added
- 3. Approval of Minutes and Action Report**
  - May 16, 2012 Pg 3
  - Action Item Report Pg 10

4. **Public comments on items, which are NOT on the agenda (5 minute time limit per person)**
5. **Special Presentations**
6. **Planning Department Update** Pg 11
7. **Town Manager's Report** Pg 13
8. **Town Council Comments**

#### PUBLIC HEARINGS AND DISCUSSION/ACTION ITEMS

9. **Discussion/Action: Ordinance 9 – 2012 an Ordinance (Second Reading) Special Events Ordinance – Metteer (15min)** Pg 15
10. **Discussion/Action: Resolution 16 – 2012 a Resolution regarding joinder in the County Health Pool (CTSI) – White/Brunvand (15min)** Pg 32

#### EXECUTIVE SESSION

11. **Executive Session - Pursuant to CRS 24-6-402(4)(b) for the purposes to consult with the Town's Attorney and receive legal advice regarding an update on the Battle Mountain Resort regarding ongoing negotiations and an update on the EPA discussions, and to receive legal advice and give instructions concerning an insurance negotiation. White/Christensen** Pg 55
12. **Executive Session – Action by Council or Direction to Staff as a result of the Executive Session (5min)**

#### FUTURE AGENDA ITEMS

13. **Next Meeting – June 20, 2012**
  - **Worksession** - Cemetery Open House
  - **Worksession** – 2011 Audit – Brunvand 30min
  - **Discussion/Action Item** – 2011 Audit acceptance – Brunvand (15min)
  - **Special Presentation** - Jim Madril, Minturn Post Master, Retiring

- **Discussion/Action Item:** Ordinance 7 – 2012 an Ordinance (Second Reading) an Ordinance banning the sale of Medical Marijuana within the Town of Minturn – Christensen (20 min) (6/20/12)

#### **14. Future Meeting**

#### **15. Set Future Meeting Dates**

a) Council Meetings:

- June 20, 2012
- July 5, 2012 (Thursday)
- July 18, 2012

b) Planning & Zoning Commission Meetings:

- June 13, 2012
- July 11, 2012
- August 8, 2012

c) Other Dates:

- Cemetery Open House – June 20, 2012

#### **16. Adjournment**



## **Official Minutes**

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

**Wednesday May 16, 2012**

**Work Session – 5:00pm**  
**Regular Session – 6:30pm**

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

**TOWN MANAGER – Jim White**  
**TOWN CLERK/TREAS – Jay Brunvand**

**COUNCIL MEMBERS:**

Shelley Bellm  
Earle Bidez  
Jerry Bumgarner  
Aggie Martinez  
John Rosenfeld

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 – 2:00 pm, Monday through Friday, by contacting the Town Clerk at 970/824-5645 302 Pine St. Minturn, CO 81645

### **Work Session – 5:00 pm**

- Colorado Mountain College presentation regarding scholarship endowment – White (30min)
- Lafarge Sidewalk repairs report – White (45min)
- Ordinance 9 – 2012 an Ordinance (First Reading) Special Events Ordinance – Metteer (15min)

### **Regular Session – 6:30 pm**

**1. Call to Order**

- a. Roll Call
- b. Pledge of Allegiance

The meeting was called to order by Mayor Flaherty at 6:37 pm.

Those present included: Mayor Hawkeye Flaherty, Town Council members George Brodin, Shelley Bellm, Aggie Martinez, Earle Bidez, John Rosenfeld, and Jerry Bumgarner.

Staff present: Town Manager Jim White, Town Attorney Allen Christensen, Treasurer/Clerk Jay Brunvand, Deputy Clerk/Events Michelle Metteer, Town Planner Chris Cerimele, and Attorney Allen Christensen.

## **2. Approval of Agenda**

### **a. Items to be Pulled or Added**

Motion by George B., second by Shelley B., to approve agenda as presented; motion passed (7-0).

## **3. Liquor License Authority:** Gourmet Cowboy, Inc Hotel/Restaurant Liquor License annual renewal; 455 Main Street; Tom McNeill, Owner/Manager – Brunvand (5min)

Motion by Shelley B second by George B, to approve Gourmet Cowboy, Inc Hotel/Restaurant Liquor License annual renewal; 455 Main Street. Motion passed (7-0)

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

- May 2, 2012
- Action Item Report

Staff reported that the application had been reviewed with no issues unresolved. Motion by Shelley B., second by John R., to approve the minutes of May 2, 2012 as presented; motion passed (7-0).

Direction to Staff to review Conditional Use permits and the current activity in the Rail Road area.

Little Beach Park Committee, Earle Bidez and Jerry Bumgarner, more members to be determined. Tentative first meeting to be set in early June.

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

## **6. Special Presentations**

## **7. Planning Department Update**

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

### Town Council Retreat

The Town Council Retreat was held last night, Tuesday, May 15, 2012. (a brief summary of the retreat was given by the Town Manager).

### Bone Yard/Martin Creek Environment Assessments

The USFS has prepared an environmental assessment (EA) for the Minturn Bone Yard (Equipment Yard) Conveyance Project and also for the Martin Creek parcel. The USFS has prepared an environmental assessment for the Minturn Administrative Site Conveyance Project. This is an area of approximately 18.3 acres. The EA process analyses and discloses the effects of conveying the lands through competitive sale on the open market. Minturn residents have received letters from the USFS identifying encroachments onto federal lands, in some instances.

### Colorado Mountain College Foundation

Representatives of Colorado Mountain College will be at tonight's work session to review scholarship and endowment options and to provide advice from experts in the field related to establishing and maintaining such funds. Other similar contacts have been made. Our scholarship committee will continue to gather information so the Town Council can eventually set policy for disbursement of the scholarship funds we now have available.

### 3rd Police Officer Sought

Following the release of the escrow funds, I am now re-opening the process to seek another police officer for the Town of Minturn. Chief Martinez and I have discussed the process. The Town Council will remember that we eliminated the third officer from our 2012 budget during our budget planning sessions last fall.

### Drought Planning Underway

ERWSD plans to convene monthly meetings during the entire summer

### Scholarship Committee

We continue research of funding options for the scholarship funds that came from the escrow funds.

### Union Pacific Rail Road Visit

The Railroad Committee met on Thursday, May 10, 2012. The visit to the Union Pacific Rail Road in Omaha, Nebraska is planned for May 22 and May 23rd, 2012.

### Vacation

I will be away on vacation from Thursday, May 17 through Tuesday May 22, 2012.

Following my vacation, I will be in Omaha, NE visiting Union Pacific Railroad representatives on May 22 and May 23, 2012.

### Upcoming Events

Minturn Community Fund Community Garden  
Construction Day planned for Saturday, May 19, 2012!

### Minturn Clean Up Day

Our annual cleanup day will be held this year on Saturday, June 2, 2012 at the upper parking lot at Little Beach Park from 9am to 1pm.

### Minturn Summer Market

The Minturn Summer Market is coming to you on June 23, 2012! The market will run Saturdays throughout the summer until September 8, 2012.

### Copper Triangle 2012 Bicycle Event

The Town of Minturn will provide an aid station during the 7th Annual Copper Triangle on August 4, 2012. We have been asked to provide space at Little Beach Park. This event is a fund raiser for the Davis Phinney Foundation (Parkinson's disease research). Set up will be at 7am and will be broken down by 1pm. Assisted Cycling Tours will manage the aid station with 12-15 volunteers.

### Pro Cycling Challenge Bike Event

The Town of Minturn hosted a meeting among Minturn, Vail, Avon local police, Colorado State Patrol, Eagle Fire District, emergency services personnel, public information officers, and bike event officials to begin planning for the stage of the race expected to pass through Minturn on Thursday, August 23, 2012. There will be national TV exposure and an opportunity to showcase our community. We are attempting to secure a "sprint line" as part of the race as it passes through Minturn. Incident command for this event will be in Beaver Creek which will be a finishing place for this same stage of the race.

## **9. Town Council Comments**

Direction was given to staff to turn the lights off on the front tree in Town during the non-winter months. Staff to arrange for tree light repairs and upgrades to take place during the summer months.

## **PUBLIC HEARINGS AND DISCUSSION/ACTION ITEMS**

### **10. Discussion/Action Item: Council will discuss both Ordinance options but will pass only one:**

- Ordinance 3 – 2012 an Ordinance (First Reading) an Ordinance authorizing the sale of Medical Marijuana within the Town of Minturn – Christensen (20 min)

Motion by Earle B, second by Shelley B to approve Ordinance 3 – 2012 an Ordinance (First Reading) an Ordinance authorizing the sale of Medical Marijuana within the Town of Minturn. (Motion failed 4-3) John R, Aggie M, Jerry B, and George B: nay.

- Ordinance 7 – 2012 an Ordinance (First Reading) an Ordinance banning the sale of Medical Marijuana within the Town of Minturn – Christensen (20 min)

Motion by George B, second by Jerry B, to approve Ordinance 7 – 2012 an Ordinance (First Reading) an Ordinance banning the sale of Medical Marijuana within the Town of Minturn. Motion passed (4-3) Shelley B, Earle B, and Hawkeye F: nay.

**11. Discussion/Action Item: Ordinance 6 – 2012 an Ordinance (Second Reading) amending Chapter 16, Section 16-17-190 of the Town of Minturn Municipal Code to allow for a 50% reduction in the rear property setback for a detached garage. Cerimele – (30 min)**

Motion by John R, second by George B, to approve Ordinance 6 – 2012 an Ordinance (Second Reading) amending Chapter 16, Section 16-17-190 of the Town of Minturn Municipal Code to allow for a 50% reduction in the rear property setback for a detached garage. Motion passed (6-1) Shelley B: nay.

**12. Discussion/Action: Ordinance 8 – 2012 an Ordinance (Second Reading) authorizing the Mayor to sign and Intergovernmental Agreement with Douglas County to comply with Colorado Revised Statutes concerning sex offender tracking and registration – Christensen (15min)**

Motion by Shelley B, second by John R to approve Ordinance 8 – 2012 an Ordinance (Second Reading) authorizing the Mayor to sign and Intergovernmental Agreement with Douglas County to comply with Colorado Revised Statutes concerning sex offender tracking and registration. Motion passed (7-0).

**13. Discussion/Action: Ordinance 9 – 2012 an Ordinance (First Reading) Special Events Ordinance – Metteer (15min)**

Motion by Jerry B, second by Shelley B to approve Ordinance 9 – 2012, Special Events ordinance for the Town. Motion passed (7-0).

**14. Discussion/Action: Resolution 15 – 2012 a Resolution of endorsement for Holy Cross funding to OSAC purchase – White (15min)**

Motion by Shelley B, second by John R to approve Resolution 15 – 2012 a Resolution of endorsement for Holy Cross funding to OSAC purchase. Motion passed (7-0).

- Direction to staff to follow up on CDOT right-of-ways and surveys.
- Direction to staff to hold a work session on sidewalks, to include survey discussions, CDOT, Battle Mountain, OZ Plan details.
- Direction to staff to design a preliminary site plan based on revisions of the OZ plan.
- Direction to staff to invite the primary owner of the Downtown area.

**EXECUTIVE SESSION**

**15. Pursuant to CRS 24-6-402(4)(b) for the purposes to consult with the Town's Attorney and receive legal advice regarding status of escrow fund distribution to receive legal advice and give instructions for negotiations concerning an insurance settlement – White/Christensen**

The executive session was not required.

**16. Executive Session – Action by Council or Direction to Staff as a result of the Executive Session (5min)**

**FUTURE AGENDA ITEMS**

**17. Next Meeting – June 6, 2012**

**18. Future Meeting**

**19. Set Future Meeting Dates**

a) Council Meetings:

- May 16, 2012
- June 6, 2012
- June 20, 2012

b) Planning & Zoning Commission Meetings:

- May 9, 2012
- June 13, 2012
- July 11, 2012

c) Other Dates:

- Minturn Town Clean Up – June 2, 2012
- Cemetery Open House – June 20, 2012

**20. Adjournment**

Motion by Jerry B, second by Aggie M to adjourn the meeting at 7:39 pm. Motion passed (7-0)

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Mayor Hawkeye Flaherty

ATTEST:

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Town Clerk, Jay Brunvand

## Town of Minturn Council Action Item Memo

**TO:** Staff Members/Council Members  
**FROM:** Jim White/ Town Manager  
**DATE:** June 6, 2012  
**SUBJECT:** Status of Action Items from Town Council Meetings

Action Item	Responsible Party	Progress Report
Battle Mountain Annexation/Minturn Scholarship Fund	White	Funding from Annexation interest money and other donations. Several applications received; Committee will meet to review.
OSAC Funding for Boneyard Purchase	White	OSAC has referred this to the Eagle County Commissioners.

Action Item	Responsible Party	Progress Report
2012 Goal: Town Street Repairs and Drainage.	White/A. Martinez	Check with CDOT regarding south Town drainage. Planning to meet with CDOT in June.
2012 Goal: Expand Parking and Improve Appearance of Municipal Lot.	White/Cerimele/A. Martinez	Preliminary designs are being reviewed at staff level. Poles have been secured.
2012 Goal: Continue Sidewalk Installation Program/Improve Plan with Lafarge	White/A. Martinez	Plan to contact residents during 2 <sup>nd</sup> quarter 2012. Have walked the 100 block with La Farge representatives.
Sidewalk Code Amendment	Cerimele	Staff and Planning Commission reviewing language to code to require sidewalks for new construction.
2012 Goal: Implement Streetscape Plan	White /Cerimele	Staff has reviewed previously submitted plans and is developing an action plan for 2012.
2012 Goal: Strengthen Marketing and Events	Metteer	Vail Valley event guests' data research work complete. Coordinating scheduled co-op advertising opportunities for Minturn business license holders.
2012 Goal: Clean Up Parking Area on North Taylor St	Cerimele/L. Martinez	Continue to monitor and remove abandoned vehicles to allow for organized and structured short term parking. Discussed this area with UPRR.
2012 Goal: Opportunities & Submittals and scheduling and apply for infrastructure grants/loans	White/Cerimele	Staff to provide periodic updates to Council.



To: Minturn Town Council  
From: Chris Cerimele, Town Planner  
Date: June 1, 2012  
Re: Planning Department Update

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### **Minturn Town Homes**

The drainage improvement project at the Minturn Town Homes has begun. This project was authorized by Ordinance 10 – 2011 in October of 2011. The work is being completed by the Reynolds Corporation from Avon and is anticipated to last approximately 2-3 weeks. The contractor has ordered 100 sage bushes to revegetate the area once the project has been completed.

### **Fences**

A number of fences throughout town have fallen into disrepair in recent years. These fences are in violation of Minturn Municipal Code section 7-3-230 that states: *any fence which comes into disrepair or is not maintained is hereby declared a nuisance.*

Staff is in the process of identifying the most serious violations and contacting the homeowners to have these fences removed or replaced by the end of July. This is advance of the major bike races that will be coming through Minturn in August. We are also exploring the idea of forming a volunteer citizens' brigade to assist in-need homeowners with fence replacements.

### **Ironworks Building**

Staff is working on a parking agreement in conjunction with the condominium subdivision of the Ironworks Building at 201 Main Street. The agreement will stipulate an annual lease payment to the Town for 18 parking spaces to cover the building's parking deficiency. This agreement will be recorded with the subdivision plat in the Eagle County Clerk and Recorder's Office.

## **Municipal Lot**

Enhancements at the municipal lot are on track to be completed before the beginning of the first Minturn Market. The Snowboard Outreach Society kindly donated a number of posts that will be used to delineate the parking area. These posts will be connected with a 2" diameter marine rope. The following picture is a good example of what the finished product will look like.



**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 – John Rosenfeld**

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**To:** Mayor Flaherty and Minturn Town Council  
**From:** Jim White, Town Manager  
**Date:** May 31, 2012  
**Re:** **Manager’s Report for the June 6, 2012 Town Council Meeting**

### **Bone Yard/Martin Creek Environment Assessments**

The USFS has prepared an Environmental Assessment (EA) for the Minturn Bone Yard (Equipment Yard) Conveyance Project and also for the Martin Creek parcel. The EA process analyses and discloses the effects of conveying the lands through competitive sale on the open market. **I recommend that the Town Council provide comment on the Environmental Assessment statements.**

### **Scholarship Committee**

We have received two more inquiries regarding scholarship requests. I will convene another meeting of the scholarship committee to review the submittals. Our scholarship committee will continue to gather endowment information so the Town Council can eventually set policy for disbursement of the scholarship funds we now have available.

### **Colorado Mountain College**

Colorado Mountain College remains interested in the Town Council’s consideration of establishing an endowment at CMC with a portion of the scholarship funds the Town has available. I have included a letter from Matt Spencer, CEO of the Colorado Mountain College Foundation in the packet. It includes data identifying local enrollment of Minturn residents at CMC. **I need to secure some dates from interested Town Council members so I can schedule a tour of CMC.**

### **Union Pacific Rail Road Visit**

The Railroad Committee met on Thursday, May 10, 2012. The visit to the Union Pacific Rail Road in Omaha, Nebraska took place on May 23, 2012. Mayor Pro Tem George Brodin and I met with Schia Cloutier and Gregg Larsen at the Union Pacific headquarters in Omaha.

### **New Senator**

I attended a meeting on May 30, 2012, hosted by ERWSD with our new State Senator, Gail Schwartz, to address water issues and acquaint her with local issues. She will be covering Eagle County as part of the recent redistricting alignment.

5/31/12

**XCEL Energy**

I contacted Todd Anderson from XCEL Energy to invite him to Town Council to discuss concerns with an increasing number of power outages in Minturn.

**Upcoming Events:**

**Minturn Summer Market**

The Minturn Summer Market is coming to you on June 23, 2012! The market will run Saturdays throughout the summer until September 8, 2012.

**Copper Triangle 2012 Bicycle Event**

The Town of Minturn will provide an aid station during the 7<sup>th</sup> Annual Copper Triangle on August 4, 2012. We have been asked to provide space at Little Beach Park. This event is a fund raiser for the Davis Phinney Foundation (Parkinson's disease research). Set up will be at 7am and will be broken down by 1pm. Assisted Cycling Tours will manage the aid station with 12-15 volunteers.

**Pro Cycling Challenge Bike Event**

The Town of Minturn hosted a meeting among Minturn, Vail, Avon local police, Colorado State Patrol, Eagle Fire District, emergency services personnel, public information officers, and bike event officials to begin planning for the stage of the race expected to pass through Minturn on Thursday, August 23, 2012. There will be national TV exposure and an opportunity to showcase our community. We are attempting to secure a "sprint line" as part of the race as it passes through Minturn. Incident command for this event will be in Beaver Creek which will be a finishing place for this same stage of the race.

Respectfully submitted,  
Jim White  
Town Manager

TOWN OF MINTURN, COLORADO

ORDINANCE NO. 9 SERIES 2012

AN ORDINANCE AMENDING CHAPTER 6 OF THE MINTURN MUNICIPAL CODE BY ADOPTING PROVISIONS FOR THE REGULATIONS OF SPECIAL EVENTS.

NOW THEREFORE, THE TOWN OF MINTURN ORDAINS:

Section 1. That Chapter 6 of the Code of the Town of Minturn, Colorado concerning business is hereby amended by the addition of a new section three, concerning requirements for special events within the Town of Minturn, which shall read in its entirety as follows:

6-3-1. Short Title

This chapter shall be known and may be cited as the Town of Minturn Special Events Ordinance.

6-3-2. Purpose and Authority

This ordinance is adopted to promote the public health, safety, welfare and convenience of the inhabitants of Minturn by regulating special events within the Town of Minturn. By requiring a permit for each event, proper coordination of public services is ensured and overburdening of local infrastructure is prevented. The permitting process established by this chapter is intended to be content neutral and not subject matter based. This chapter is intended merely to establish a nondiscriminatory mechanism by which the Town can control, through appropriate regulation, the holding of special events. This ordinance is adopted pursuant to authority granted to the Town by its Charter.

6-4-3 Findings:

The Town council hereby finds and determines as follows:

A. The Town of Minturn is authorized to regulate businesses operating within the Town pursuant to chapter 6 of the Minturn Town charter and section 31-15-501, Colorado Revised Statutes.

B. Special events, as defined in this chapter, contribute to the individual, social, economic and environmental health and well-being of the community.

C. Special events, however, create special regulatory problems including, but not limited to, the need for crowd control, sanitation, security, traffic management, and parking.

D. The Town's current requirements fail to provide clear guidelines for the approval or denial of permission to hold a special event.

E. In enacting this chapter the Town Council is exercising its power as granted by the Town's charter, and the constitution and statutes of the state of Colorado, as well as its power to license and regulate business activities.

#### 6-4-4. Definitions.

As used in this article:

*Applicant* means a person who has submitted an application for permit pursuant to this chapter.

*Building* has the meaning provided in Section 16-2-20 of this code.

*Town Sponsored Event* – means that the Town, solely or in partnership with another entity, produces and/or coordinates the event, after determining that the event either:

- 1) Provides a local commemoration of a national holiday.
- 2) Provides cultural or recreational experiences to Town residents that are not otherwise routinely available in the community.
- 3) Significantly enhances tourism or other forms of economic development.

*Commercial Special Event* means any special event organized and conducted by any person or organization holding a business license and that does not qualify as a tax-exempt nonprofit organization.

*Day* means a calendar day, unless otherwise indicated.

*Demonstration* means any formation, procession or assembly of persons which, for the purpose of expressive activity, is:

- 1) To assemble or travel in unison on any street in a manner that does not comply with normal or usual traffic regulations or controls; or
- 2) To gather at a public park or other public area.

*Event Organizer* means any event promoter, person who conducts, manages, promotes or organizes a commercial or noncommercial nonprofit special event.

*Expressive activity* includes conduct, the sole or principal object of which is the expression, dissemination or communication by verbal, visual, literary or auditory means of opinion, views or ideas and for which no fee or donation is charged or required as a condition of participation in or attendance at such activity. It includes public oratory and distribution of literature, and picketing.

*Facility use permit* means a permit issued under the authority of the manager for temporary or reserved use or occupation of a public facility or an area of public land, for a defined period of time and said use does not impact Town resources, due to the anticipated congregation of people in such numbers or in such location as identified.

*Festival* means a thematic, organized, site-specific celebration, performance, exhibition or competition occurring upon public or private property, or a combination of private and public property, as a result of a private nongovernmental event organizer, during which commerce may occur, for a defined period of time, advertised and promoted outside the Town, that will, in the determination of the Town, have an impact on Town resources, due to the anticipated

congregation of people in such numbers or in such location as identified by the sponsor or promoter as the venue. See also "Legislative Festival".

*Goods* means wares, personal property, merchandise or any other similar item or object that is generally sold.

*Gross Revenues* means the sum of all revenues received by an event organizer for a special event, including, but not limited to, cash receipts, licensing, sponsorship, television, advertising and similar revenues, and concessions.

*Internal security* means the deployment of privately contracted qualified human resources in sufficient number, as determined by the police department, to ensure the comfort and safety of movement of participants in a special event.

*Noncommercial nonprofit special event* means any special event organized and conducted by a person or entity that qualifies as a tax-exempt nonprofit organization.

*Parade* means any march, race, presentation, ceremony, pageant or procession of any persons and conveyances of any sort moving upon any public street or sidewalk of the Town, which does not comply with normal traffic regulations.

*Permittee* means the one to whom a permit is given.

*Rallies, automobile or motorcycle* means an outdoor gathering of riders, drivers and enthusiasts scheduled and sponsored by specific clubs, associations, event planners and/or organizers, event promoters, vendors, dealers or vendor permit sellers for the purpose of retail sales to attendees, who expect and are provided a variety of vending opportunities and entertainment events by those who profit from the gathering. The term special event is not used to denote the perceived quality of the event, or to imply that one entity is necessarily in charge of organizing or managing the event but is used to describe these types of activities because of their known shared characteristics of widespread promotion by event promoters seeking profit, with a location identified as the place of gathering or rally, with a published or publicly known time of occurrence, either sporadic, cyclical or scheduled. The resulting traffic congestion and noise can be attributed to event promotion or staging, or lack of planning or control by event promoters or organizers. Planned or unplanned special events can dramatically impact overall travel safety, vehicular and pedestrian mobility, and travel time reliability for visitors and residents alike.

*Sidewalk* means that portion of a highway, other than the roadway, set apart by curbs, barriers, markings or other delineation for pedestrian travel.

*Signage* means any sign, pennant, flag, banner, inflatable display, or other attention-seeking device, including but not limited to:

- a. Temporary Site Specific Signage – Printed signs and/or banners bearing the name of a specific special event intended to identify the location of that event.

- b. Temporary Welcome Signage – Printed signs and/or banners bearing the name of the specific business or entity and a welcome statement referencing the event participants and spectators.

*Special Event* means

A planned occurrence which includes an expected gathering of fifty (50) or more people: a) the primary purpose of which is entertainment; and b) to which the public or a substantial portion thereof is invited to attend, either by express invitation or by implication.

*Special Event Permit* means a permit issued under this chapter.

*Special Event Venue* means that defined area identified on a submitted site plan approved by Town Council for which a special event permit has been issued.

*Street* means a public right-of-way, or way or place of whatever nature, publicly maintained and open to use of the public for purposes of vehicular or pedestrian travel. Street includes highways, alleyways, sidewalks and any other public area that accommodates vehicular or pedestrian traffic.

*Tax-exempt nonprofit organization* means an organization that is exempted from payment of income taxes by federal or state law and which has been in existence for a minimum of six months preceding the date of application for a special event permit or other permit. This shall include charities, 501(c)(3)s, civic groups, fraternal organizations, school districts, and mutual benevolent aid societies. Appropriate official documentary proof may be required.

*Vendor* means any person who sells or offers to sell, any goods, food, or beverages within a special event venue, including the event organizer or any person who contracts with the event organizer for space within the special event venue in order to vend goods.

#### 6-4-5. Permit Requirement

No person shall stage, hold, present, or conduct a special event within the Town without a valid permit issued in accordance with this chapter

#### 6-3-6. Application

- A.) A person seeking to obtain a permit shall file an application with the Town. The form of the application shall be provided by the Town.
- B.) An application for a special event permit shall be filed with the Town Administrator or designee not less than forty five (45) days nor more than three hundred sixty five (365) days before the special event is proposed to begin. The Town may waive the minimum forty five (45) day filing period and accept an application filed within a shorter time period if, after due consideration of the date, time, place, and nature of the special event, the anticipated number of participants, and the town services required in connection with the special event, the Town determines that sufficient time exists for the proper investigation and review of the application; that the waiver will not present a hazard to

public health, safety or welfare; and that the waiver will not create a substantial burden on the town's staff or financial resources.

C.) Application for a special events permit shall include:

- 1) The applicant's name, mailing address, email and telephone number.
- 2) The name, title (if any), address, email and telephone number of the contact person for the applicant with respect to the special event.
- 3) A description of the special event, including a description of the purpose, scope, and activities planned during the event.
- 4) The proposed date(s) of the special event.
- 5) The proposed location of the special event.
- 6) The proposed hours of operation of the special event.
- 7) The dates and times when the special event facilities will be set up and torn down.
- 8) If the special event will involve the use of any Town street(s), trail(s), park(s), land(s), building(s), parking lot(s) or right(s) of way, a statement as to the portion(s) of the Town street(s), trail(s), park(s), land(s), building(s), parking lot(s) or right(s) of way which will be used or occupied in connection with the special event.
- 9) A statement of the fees, if any, to be charged to participants at the special event.
- 10) A list of food and/or beverages, including alcoholic beverages that will be served at the special event.
- 11) A statement of whether goods and merchandise will be sold at the special event.
- 12) An event map including pedestrian flow, emergency access, trash receptacles, temporary structures, sign placement, parking areas and activity areas.
- 13) Proof of the applicant's tax exempt status, if applicable.
- 14) First time special events shall provide evidence indicating the extent of neighborhood and business support for the holding of the special event.
- 15) A description and location of any recording equipment, tents, or other structures, sound amplification equipment, banners, signs, or other attention getting devices proposed to be used in connection with the special event.
- 16) A plan for providing adequate safety for spectators and workers at the special event.

- 17) A plan for providing adequate sanitation and clean-up at the special event, including "event greening" and recycling plans.
- 18) The approximate number of staff, vendors, and entertainers reasonably anticipated to participate in putting on the special event (excluding spectators).
- 19) A good faith estimate of the approximate number of spectators expected to attend the special event each day.
- 20) The number of security personnel to be hired for the special event, if any.
- 21) A designation of any public facilities or equipment to be utilized.
- 22) A complete list of the names, addresses, and telephone numbers of all vendors who will participate in the special event.
- 23) Any additional information that the Town Administrator or designee reasonably determines to be necessary in connection with the investigation and review of the application.

#### 6-3-7. Investigation of Application

A. Upon receipt of a properly completed application, together with all information required in connection therewith, and the payment of the application fee as required by section 6-4-10 of this chapter, the Town Administrator or designee shall transmit copies of the application to:

1. The Planning department;
2. The Police department;
3. The Town Clerk;
4. The Public Works department;
5. The Eagle River Fire Protection District; and
6. Any other person or agency which the Town Administrator or designee determines should properly investigate and comment upon the application.

B. Within thirty (30) days of receipt of a completed application those Town departments and other referral agencies described in subsection A of this section shall provide the Town Manager or designee with comments concerning the application. If an application is accepted by the Town Administrator or designee less than forty five (45) days before the proposed special event is to be held, the town departments and other referral agencies

shall use their best efforts to provide the Town Administrator or designee with their comments in a timely manner so that the Town Administrator or designee will have the comments before making a decision on the application.

6-3-8. Standards for Issuance of Permit:

A. The Town Administrator or designee shall issue a permit when, from a consideration of the application and from such other information as may otherwise be obtained, the Town Administrator or designee determines that:

1. The application (including any required attachments and submissions) is complete and signed by the applicant;
2. The applicant has paid the application fee and any other fees required by section 6-4-10 of this chapter;
3. The application does not contain a material falsehood or misrepresentation;
4. The application complies with all of the requirements of this chapter;
5. The applicant is legally competent to contract under Colorado law;
6. The applicant or the person on whose behalf the application is made has not previously damaged Town property and failed to pay in full for such damage, and the applicant does not have other outstanding and unpaid debts to the Town;
7. The proposed special event will not conflict with:
  - a. A special event for which a permit has previously been issued;
  - b. A proposed special event the application for which was received by the Town Administrator or designee prior to the time of the submission of the applicant's application;
  - c. A Town sponsored event;
  - d. An annual special event which is reasonably expected to be held again, but for which an application has yet to be submitted; or
  - e. An event protected by the first amendment to the United States constitution or by the Colorado constitution which due to its anticipated size, location, hours of operation, or other relevant factors, is reasonably expected to require such town services or personnel as to make the holding of the special event for which the application was submitted a potential risk to the public health, safety or welfare;

8. The holding of the proposed special event will not cause significant disruption in the ability of the Town to deliver or provide essential governmental services;
9. Adequate sanitation and other required health facilities are or will be made available at or sufficiently near to the proposed special event area(s);
10. Sufficient parking is available near the site of the proposed special event to accommodate the number of vehicles reasonably expected for the event, or an acceptable transportation and parking plan to provide adequate parking for the proposed special event has been submitted and approved by the Town Administrator or designee;
11. The proposed special event will not pose a danger to the public health, safety or welfare;
12. The proposed special event will positively impact the town culturally, economically, environmentally or socially.

#### 6-3-9. Approval Conditions

When issuing a permit under this ordinance, the Town Administrator or designee may attach such reasonable conditions as they may deem appropriate to mitigate or eliminate any impacts reviewable under the Standards of Issuance as set forth above. Such conditions may include but are not limited to:

- A.) Establishing specific hours for the proposed use;
- B.) Establishing noise limits;
- C.) Requiring the provision of traffic control personnel at no cost to the Town;
- D.) Requiring the provision of crowd control and medical personnel at no cost to the Town;
- E.) Requiring the provision of firefighting equipment and personnel at no cost to the Town;
- F.) Requiring liability insurance in the minimum amount of \$1,000,000. Such insurance shall remain in full force throughout the entirety of the special event for which the permit is issued. The Town shall be named as an additional insured under such insurance policy
- G.) Requiring that trash, litter and recyclables on public streets attributable to the proposed activity be collected and removed within less than twenty-four (24) hours of event finish, or before the start of the next special event, whichever comes first. at no cost to the Town;
- H.) Prohibiting the sale of admission or seating tickets in excess of the established capacity of the event area.

### 6-3-10. Application Fee

A. An applicant shall pay to the Town a nonrefundable application fee when the application is filed. The purpose of the fee is to cover the administrative costs of processing the application. The amount of the application fee shall be \$100.00 and set by the Town Council as part of its annual budget process. The application fee shall be doubled for applications received by the Town Administrator or designee forty four (44) days or less prior to the proposed special event.

B. Application fees may be waived at the discretion of the Town Administrator or designee for non-profit, religious or school district organizations.

C. If the application includes a request to use any Town property or any Town service in connection with the special event, then before the permit is issued the applicant shall pay to the Town any necessary charges, fees, or deposits required by the Town in connection with the use of the requested Town property or the provision of the requested Town service.

### 6-3-11. Exemptions

The requirements of this chapter shall not apply to:

A.) A special event held by the Town.

B.) An event protected by either the first amendment to the United States constitution or by the Colorado constitution; provided, however, that a person staging, holding, presenting, or conducting such an event shall submit an application and obtain a permit pursuant to this chapter, but there shall be no fee required and the deadline for submission of an application as provided in subsection 6-4-6B of this chapter does not apply to such an application. The Town Administrator or designee may also modify any other requirement of this chapter with respect to such an application if necessary to comply with applicable law.

### 6-3-12. Applicability of other Laws and Ordinances

A.) The permit required under this ordinance shall not replace or eliminate any requirement to obtain approval under any other applicable laws or ordinances.

B.) A permit issued under this chapter is not a special events liquor license. If alcoholic beverages are to be served at the special event, the permittee must obtain the required permit or approval from the Town Clerk and/or the Town of Minturn liquor licensing authority.

### 6-3-13. Denial of Permit

A. The Town Administrator or designee shall deny an application for a special event permit if the Town Administrator or designee determines that:

1. The application conflicts with another event as described in subsection 6-4-8 of this chapter;
2. Information contained in the application, or supplemental information requested from the applicant, is found to be false in any material respect;
3. The application fails to meet any of the standards set forth in section 6-3-8 of this chapter;
4. The time, route, or size of the event will substantially interrupt the safe and orderly movement of traffic on or contiguous to the event site or route or will disrupt the use of a street or highway at a time when it is usually subject to heavy traffic congestion;
5. The location of the event will substantially interfere with any construction or maintenance work scheduled to take place upon or along the town streets or property;
6. The applicant has failed to pay costs, fees, or deposits for a previous special event permit within the preceding five (5) years; or the applicant has failed to pay the Town for damages arising from a previous special event held by the applicant, regardless of when such event was held; or
7. The applicant has failed to abide by the requirements or conditions of previous special event permits within the preceding five (5) years.

6-3-14: Nondiscrimination; Content Neutrality:

The Town Administrator or designee shall uniformly consider each application for a permit upon its merits, and shall not discriminate in granting or denying a permit under this chapter based upon race, creed, color, religion, national origin, ancestry, sex, age, veteran status, sexual orientation, or physical or mental disability. Further, the Town Administrator or designee shall be content neutral in reviewing an application, and shall not consider the subject matter of any type of speech proposed as part of the application.

6-3-15: Decision by Town Administrator:

A. The Town Administrator or designee shall approve, deny or conditionally approve an application within thirty (30) days of the receipt of the completed application unless, by written notice to the applicant, the decision period is extended for an additional ten (10) days; provided, however, that in any event the Town Administrator or designee shall render a decision on an application not less than forty eight (48) hours prior to the scheduled commencement of the special event which is the subject of the application.

B. If an application is denied; the Town Administrator or designee shall clearly set forth in writing the grounds for denial and, where feasible, shall propose measures to cure the defects that lead to the denial of the application. When the basis for denial is the prior receipt of a competing application for the same time and place, the Town Administrator or designee shall suggest an alternative time or place for the special event which is the subject of the application which was denied.

C. In the event an application is conditionally approved, the Town Administrator or designee shall clearly set forth in writing the conditions of approval.

6-3-16: Notice of Decision:

The Town Administrator or designee shall notify the applicant of the Town Administrator or designee's decision on the application within three (3) business days of rendering the decision. Notice shall be given by mailing a copy of the Town Administrator or designee's decision to the applicant by regular mail, postage prepaid, at the address shown in the application. Notice is deemed to have been properly given upon mailing.

6-3-17: Appeal of Denial or Conditional Approval of Permit:

- A. An applicant has the right to appeal the Town Administrator's denial or conditional approval of an application to the Town Council.
- B. The applicant's written notice of appeal shall be filed with the Town Administrator within ten days after the date of mailing of the Town Administrator's decision on the application.
- C. The applicant shall be provided with not less than ten days' prior written notice of the appeal hearing to be held by the Town Council.
- D. The burden of proof in an appeal filed under this section shall be on the applicant.
- E. Any decision made by the Town Council pursuant to this section shall be a final decision and may be appealed to the district court pursuant to Rule 106(a)(4) of the Colorado Rules of Civil Procedure. The applicant's failure to timely appeal the decision is a waiver the applicant's right to contest the denial or conditional approval of the application.

6-3-18: Contents of Permit:

A permit shall contain the following information:

- A. The name of the permittee;
- B. The location of the special event to be held pursuant to the permit;
- C. The date(s) of the special event to be held pursuant to the permit, including the dates and times for the setup and tear down of the event;

- D. The starting and ending times the special event is to be held pursuant to the permit;
- E. The name and telephone number of the permittee's local contact person for the special event;
- F. A requirement that the permittee provide proof of insurance pursuant to section 6- of this chapter;
- G. An advisement to the permittee of the permittee's duties under section 6-4-22 of this chapter;
- H. An acknowledgment by the permittee that the permit may be summarily suspended by the Town Administrator or designee in accordance with subsection 6-4-24(E) of this chapter;
- I. Any special conditions of approval imposed upon the permit by the Town Administrator or designee pursuant to section 6-4-9 of this chapter;
- J. A list of all vendors who will participate in the special event; and such other information related to the special event as the Town Administrator or designee shall determine to be necessary or appropriate for inclusion in the permit.
- K. A permit must be signed by both the applicant and the Town Administrator or designee to be valid.

6-3-19: Permit not Transferrable:

A permit is nontransferable and non-assignable. Any attempt to transfer or assign such permit voids the permit

6-3-20: Notice of Issuance of Permit:

Immediately upon the issuance of a permit, the Town Administrator or designee shall send a copy of the permit to:

- A. The Police department;
- B. The Planning department;
- C. The Town Clerk;
- D. The Public Works department;
- E. The Eagle River Fire Protection District;

F. Any other person as determined by the Town Administrator or designee.

6-3-21: Insurance Requirement:

Each permit shall require the permittee to file with the Town Administrator or designee prior to commencement of the setup of the special event a certificate of insurance demonstrating that the permittee has in effect a policy or policies of general liability insurance covering the special event with minimum combined single limits of not less than one million dollars (\$1,000,000.00). Such insurance shall remain in full force throughout the entirety of the special event for which the permit is issued. The Town shall be named as an additional insured under such insurance policy.

6-3-22: Duties of Permittee:

In connection with the holding of the event for which a permit is issued, a permittee shall:

- A. Comply with all of the terms and conditions of the permit;
- B. Comply with all applicable town ordinances and state and federal laws; and
- C. Permit inspection of its records and special event facilities by the Town Administrator or designee for the purpose of determining the permittee's compliance with the terms and conditions of the permit.

6-3-23: Posting of Permit:

A permit shall be continuously posted in a conspicuous location at the site of the special event throughout the duration of the special event.

6-3-24: Suspension or Revocation of Permit:

- A. A permit issued pursuant to this chapter may be suspended or revoked by the Town Administrator or designee after hearing for the following reasons:
  - 1. Fraud, misrepresentation or a false statement of material fact contained in the permit application;
  - 2. A violation of any town, state, or federal law or regulation;
  - 3. A violation of any of the terms and conditions of the permit;
  - 4. A violation of any of the provisions of this chapter;
  - 5. Threatening weather conditions if the Town Administrator or designee determines that holding the special event under such conditions would either: a)

pose a threat to the public health, safety or welfare, or b) pose a threat to any Town owned property to be used in connection with this special event;

6. The existence of fire or drought conditions if the Town Administrator or designee determines that holding the special event under such conditions would pose a threat to the public health, safety or welfare;

7. Any unforeseen, unanticipated, or uncontrollable circumstance if the Town Administrator or designee determines that holding the special event under such circumstance would pose a threat to the public health, safety or welfare; or

8. An irreconcilable scheduling conflict with an event protected by either the first amendment to the United States constitution or by the Colorado constitution.

B. In connection with the suspension of a permit, the Town Administrator or designee may impose reasonable conditions.

C. In deciding whether a permit should be suspended or revoked, and in deciding what conditions to impose in the event of a suspension, if any, the Town Administrator or designee shall consider:

1. The nature and seriousness of the violation;
2. Corrective action, if any, taken by the permittee;
3. Prior violation(s), if any, by the permittee;
4. The likelihood of recurrence;
5. All circumstances surrounding the violation;
6. Whether the violation was willful;
7. The number of previous special events held by the permittee;
8. The number of previous violations by the permittee; and
9. Previous sanctions, if any, imposed against the permittee.

D. The Town Administrator or designee shall have the authority to summarily suspend a permit during a special event if it appears to the Town Administrator or designee that a permittee has violated one or more of the terms and conditions of a permit or any applicable law and, based upon the available information, the Town Administrator or designee, reasonably determines that such violation results in an immediate threat to the public health, safety and welfare. No appeal is allowed from a summary suspension of a permit issued by the Town Administrator or designee pursuant to this subsection.

E. If the Town Administrator or designee suspends a permit, except for a summary suspension pursuant to subsection D of this section, or revokes a permit, the permittee may appeal the suspension or revocation to the Town Council. The burden of proof in such an appeal is on the permittee. If the Town Council finds by a preponderance of the evidence that the Town Administrator or designee acted correctly in suspending or revoking the permit, the Town Council shall uphold the Town Administrator or designee's order of suspension or revocation. If the Town Council finds by a preponderance of the evidence that the Town Administrator or designee acted improperly in suspending or revoking the permit, the appeal shall be sustained, and the Town Administrator or designee's order of suspension or revocation shall be set aside. Any decision made by the Town Council pursuant to this section shall be a final decision and may be appealed to the district court pursuant to rule 106(a)(4) of the Colorado rules of civil procedure. The applicant's failure to timely appeal the decision is a waiver of the applicant's right to contest the denial or conditional approval of the application.

F. No fee previously paid by a permittee in connection with the application shall be refunded if such permit is suspended or revoked.

#### 6-3-25: Penalties, Injunctive Relief:

A. It is a misdemeanor offense for any person to violate any provision of this chapter. Any person convicted of having violated any provision of this chapter shall be punished as set forth in title 1, chapter 4 of this code.

B. The staging, holding, presenting, or conducting of a special event without a valid permit issued pursuant to this chapter may be enjoined by the town in an action brought in a court of competent jurisdiction

C. Any remedies provided for herein shall be cumulative and not exclusive, and shall be in addition to any other remedies provided by law or in equity.

#### 6-3-26: RULES AND REGULATIONS:

The Town Administrator or designee shall have the authority from time to time to adopt, amend, alter, and repeal administrative rules and regulations as may be necessary for the proper administration of this chapter.

#### 6-3-27: Penalties; Injunctive Relief:

SECTION 1. The staging, holding, presenting, or conducting of a special event without a valid permit issued pursuant to this chapter may be enjoined by the town in an action brought in a court of competent jurisdiction

SECTION 2. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance;

and the Town Council hereby declares it would have passed this ordinance, and each part, section, subsection, sentence, clause or phrase thereof, regardless of the fact that any one or more parts, sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 3. The Town Council hereby finds, determines and declares that this Ordinance is necessary and proper for the health, safety and welfare of the Town of Minturn and the inhabitants thereof.

SECTION 4. The repeal or the repeal and reenactment of any provisions of the Minturn Municipal Code as provided in this ordinance shall not affect any right with has accrued, any duty imposed, any violation that occurred prior to the effective date hereof, any prosecution commenced, nor any other action or proceeding as commenced under or by virtue of the provision repealed or repealed and reenacted. The repeal of any provision hereby shall not revive any provision or any ordinance previously repealed or superseded unless expressly stated herein.

SECTION 5. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revise any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEB SITE THE \_\_\_\_ DAY OF \_\_\_\_\_, 2012. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2012 AT 7:00 p.m. AT THE MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.

TOWN OF MINTURN, COLORADO

\_\_\_\_\_  
Hawkeye Flaherty, Mayor

ATTEST:

By: \_\_\_\_\_  
Jay Brunvand, Town Clerk

THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE ENACTED ON SECOND READING AND ORDERED PUBLISHED IN FULL ON THE OFFICIAL TOWN WEB SITE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2012.

TOWN OF MINTURN, COLORADO

\_\_\_\_\_  
Hawkeye Flaherty, Mayor

ATTEST:

By: \_\_\_\_\_  
Jay Brunvand, Town Clerk

P.O. Box 309 ♦ 302 Pine Street  
Minturn, CO 81645  
Phone: 970-827-5645  
Fax: 970-827-5545  
Jay Brunvand, Treasurer/Clerk  
Email: treasurer@minturn.org



TOWN COUNCIL  
Mayor – Gordon “Hawkeye” Flaherty  
Mayor Pro Tem – George Brodin  
Councilwoman – Shelley Bellm  
Councilman – Earle Bidez  
Councilman – Jerry Bumgarner  
Councilman – Aggie Martinez  
Council – John Rosenfeld

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### AGENDA ITEM COVER SHEET

<b>AGENDA TITLE:</b> Resolution 16 – Series 2012 a Resolution regarding joinder in the County Health Pool (CTSI).
<b>MEETING DATE:</b> June 6, 2012
<b>PRESENTER:</b> Brunvand
<b>BACKGROUND:</b> Annually, the Town reviews our employee insurance coverage. As you can see, the Town was facing an approximate 14% increase this year. With that in mind, Staff proceeded to investigate alternative options. CTSI is a pool plan as opposed to our current single policy. CTSI uses Anthem-Blue Cross to process their claims and uses the same doctor and facility pool so our employees will see very little affect in the way the insurance claims are handled. The major difference the employee will see is the coverage. CTSI has a drug plan that covers more than the current generic only drugs as well several other coverages have been expanded. The Town will see only an approximate 3% annual increase this year. In review by Staff of CTSI, it was reported that, because it is a pool plan of governmental employees, annual increases in the past have usually been single digit.  When we presented to Staff, although several questions were asked, it was pretty well accepted and recognized as a better plan.  I have included several pages that show the market survey and a comparison of the former plan and the new plan.
<b>CORE ISSUES:</b> N/A
<b>STAFF RECOMMENDATION/MOTION:</b> Motion to approve Resolution 16 – Series 2012 a Resolution regarding joinder in the County Health Pool as presented.



# Market Survey Summary

## Town of Minturn

Rate Comparisons  
Include Carrier SIC  
Loads/Discounts

Carrier	Plan Name	Plan Type	Coins	Deductible	OOP Max	Copay	Pharmacy	Monthly Premium	% Change
CTSI	HDA-P2500	PPO	80/60	\$2,500/\$5,000	\$5,000/\$10,000	80% after Ded.	80% after Ded.	\$11,695.00	-12%
United Healthcare	HSA 5000/100% (Q3R)	POS	100/50	\$5,000/\$10,000	\$5,500/\$11,000	100% after Ded.	See Plan Details	\$11,815.09	-11%
United Healthcare	35/2500/70% (C87)	EPO	70/10	\$2,500/\$7,500	\$6,500/\$13,000	\$30/\$70	\$10 Generic Only	\$12,378.90	-7%
Anthem	Lumenos HSA 5000/100% (073X)	PPO	100/70	\$5,000/\$10,000	\$5,800/\$11,600	100% after Ded.	See Plan Details	\$12,535.97	-6%
Anthem - Current Plan	PPO \$45 Copay GenRx (074B)	PPO	60/50	\$750/\$2,250	\$4,750/\$12,250	\$45/\$75	Generic Only \$15	\$13,316.48	NA
United Healthcare	30/5000/100% (C22)	POS	100/50	\$5,000/\$15,000	\$5,000/\$15,000	\$30/\$60	\$10 Generic Only	\$13,356.56	0%
United Healthcare	HSA 2850/80% (Q3N)	POS	80/50	\$2,850/\$5,600	\$5,000/\$10,000	80% after Ded.	See Plan Details	\$13,618.64	2%
CTSI	B2000	PPO	80/60	\$2,000/\$4,000	\$4,000/\$8,000	\$36.00	\$50ded/\$10/\$25/\$635	\$13,713.00	3%
United Healthcare	HSA 3500/100% (Q3C)	POS	100/50	\$3,500/\$7,000	\$5,500/\$11,000	100% after Ded.	See Plan Details	\$13,886.96	4%
Anthem	PPO \$50/\$75 GenRx (03Z2)	PPO	60/50	\$1,500/\$4,500	\$6,000/\$13,500	\$50/\$75	Generic Only \$15	\$13,979.52	5%
CTSI	B1500	PPO	80/60	\$1,500/\$3,000	\$3,500/\$9,000	\$35.00	\$50ded/\$10/\$25/\$635	\$14,764.00	11%
Rocky Mtn Health Plans	Visa HMO 4000/70	HMO	70/10	\$4,000/\$8,000	\$9,000/\$18,000	\$35/\$50	\$15/\$60/\$75/20%/30%	\$15,118.09	14%
Anthem - Renewal Plan	PPO \$45 Copay GenRx (074B)	PPO	60/50	\$750/\$2,250	\$4,750/\$12,250	\$45/\$75	Generic Only \$15	\$15,185.30	14%
Rocky Mtn Health Plans	Good Health HDHP 5000/100	HMO	100/10	\$5,000/\$10,000	\$5,000/\$10,250	100% after Ded.	100% after Ded.	\$15,214.32	14%
United Healthcare	30/2000/80% (C86)	EPO	80/10	\$3,000/\$9,000	\$8,500/\$13,000	\$30/\$60	\$10/\$35/\$70/\$250	\$15,249.23	15%
United Healthcare	30/3000/70% (C3V)	POS	70/50	\$3,000/\$6,000	\$6,500/\$13,000	\$30/\$60	\$10 Generic Only	\$15,350.53	15%
United Healthcare	25/2000/70% (C2C)	POS	70/50	\$2,000/\$6,000	\$5,000/\$10,000	\$25/\$50	\$10 Generic Only	\$15,457.77	16%
CTSI	B1000	PPO	80/60	\$1,000/\$2,000	\$3,000/\$8,000	\$35.00	\$50ded/\$10/\$25/\$635	\$15,510.00	16%
Anthem	Lumenos HSA 3000/80% (073W)	PPO	80/60	\$3,000/\$6,000	\$5,000/\$10,000	80% after Ded.	80% after Ded.	\$15,537.08	17%
Rocky Mtn Health Plans	Good Health PPO 5000/70	PPO	70/50	\$5,000/\$10,000	\$11,000/\$22,000	\$45/\$65	\$15/\$60/\$75/20%/30%	\$15,729.03	18%
Anthem	HMO Select \$45 (074F)	HMO	60/10	\$1,500/\$3,750	\$6,500/\$13,750	\$45/\$60	Generic Only \$15	\$15,838.94	19%
Rocky Mtn Health Plans	Visa HMO 3000/70	HMO	70/10	\$3,000/\$6,000	\$8,000/\$16,000	\$35/\$50	\$15/\$60/\$75/20%/30%	\$15,848.58	19%
United Healthcare	HSA 2000/80% (Q3M)	POS	80/50	\$2,000/\$4,000	\$4,000/\$8,000	80% after Ded.	See Plan Details	\$15,879.36	19%
United Healthcare	PPO \$40/\$60-\$5000D (03Z1)	PPO	70/50	\$5,000/\$15,000	\$8,000/\$21,000	\$40/\$60	\$19/\$40/\$60/30%	\$15,917.06	20%
United Healthcare	35/2000/250 (C72)	POS	80/50	\$2,000/\$6,000	\$5,500/\$11,000	\$30/\$60	\$10/\$35/\$70/\$250	\$15,935.42	20%
United Healthcare	30/1500/80% (C84)	EPO	80/10	\$1,500/\$4,500	\$4,500/\$9,000	\$30/\$60	\$10/\$35/\$70/\$250	\$16,134.21	21%
United Healthcare	30/2000/70% (C2U)	POS	70/50	\$2,000/\$6,000	\$5,500/\$11,000	\$30/\$60	\$10/\$35/\$70/\$250	\$16,805.36	26%
United Healthcare	3000/80% (11Z)	POS	80/50	\$3,000/\$9,000	\$6,000/\$12,000	60% after Ded.	\$10/\$35/\$70/\$250	\$16,869.59	27%
Rocky Mtn Health Plans	Good Health HDHP 3250/100	HMO	100/10	\$3,250/\$7,000	\$3,250/\$7,000	100% after Ded.	100% after Ded.	\$17,229.44	29%
Rocky Mtn Health Plans	Good Health HDHP 5000/100	PPO	100/50	\$5,000/\$10,000	\$5,000/\$10,000	100% after Ded.	100% after Ded.	\$17,320.10	30%
United Healthcare	30/1000/80% (C82)	EPO	80/10	\$1,000/\$3,000	\$4,000/\$8,000	\$30/\$60	\$15/\$60/\$75/20%/30%	\$17,393.01	31%
Rocky Mtn Health Plans	Good Health PPO 5000/100	PPO	100/50	\$5,000/\$15,000	\$5,000/\$15,000	\$45/\$65	80% after Ded.	\$17,507.76	31%
Anthem	Lumenos HSA 2000/80% (074G)	PPO	80/60	\$2,000/\$4,000	\$5,000/\$10,000	80% after Ded.	80% after Ded.	\$17,512.42	31%
Rocky Mtn Health Plans	Good Health PPO 3000/65	POS	65/50	\$3,000/\$9,000	\$6,000/\$12,000	\$45/\$65	90% after Ded.	\$17,575.45	32%
United Healthcare	30/5000/100% (Q4T)	POS	100/50	\$5,000/\$15,000	\$5,000/\$15,000	\$30/\$60	\$15/\$60/\$75/20%/30%	\$17,752.38	33%
Rocky Mtn Health Plans	Good Health HMO 1500/75	HMO	75/10	\$1,500/\$3,000	\$5,000/\$10,000	\$45/\$65	\$15/\$60/\$75/20%/30%	\$17,813.34	34%
Anthem	PPO \$30/\$60-\$5000D (03Z0)	PPO	70/50	\$3,000/\$9,000	\$5,000/\$15,000	\$30/\$60	\$15/\$40/\$60/30%	\$17,930.28	35%
Rocky Mtn Health Plans	Good Health HDHP 2850/100	HMO	100/10	\$2,850/\$5,600	\$2,850/\$5,600	100% after Ded.	100% after Ded.	\$18,312.60	37%
Rocky Mtn Health Plans	Good Health PPO 2000/70	PPO	70/50	\$2,000/\$4,000	\$6,000/\$12,000	\$45/\$65	\$15/\$60/\$75/20%/30%	\$18,381.63	38%
Rocky Mtn Health Plans	Good Health PPO 4000/100	PPO	100/50	\$4,000/\$12,000	\$4,000/\$12,000	\$40/\$65	\$15/\$50/\$65/20%/30%	\$18,486.00	39%
HUMANANA	PPO 11 5000 70/50	PPO	70/50	\$5,000/\$10,000	\$8,000/\$16,000	\$30/\$65	\$10/\$40/\$70/25%	\$18,838.74	41%
Rocky Mtn Health Plans	Good Health HMO 1000/70	HMO	70/10	\$1,000/\$2,000	\$4,500/\$9,000	\$45/\$60	\$15/\$50/\$65/20%/30%	\$19,052.05	43%
HUMANANA	PPO 11 5000 80/50	PPO	80/50	\$5,000/\$10,000	\$8,000/\$16,000	\$30/\$55	\$10/\$40/\$70/25%	\$19,263.03	45%
Rocky Mtn Health Plans	Good Health PPO 1500/75	PPO	75/50	\$1,500/\$3,000	\$3,000/\$6,000	\$45/\$65	\$15/\$60/\$75/20%/30%	\$19,291.63	45%
United Healthcare	25/1000/60% (C81)	EPO	80/10	\$1,000/\$3,000	\$3,000/\$6,000	\$25/\$50	\$10/\$35/\$70/\$250	\$19,311.33	45%
Anthem	PPO \$35 Copay GenRx (074A)	PPO	70/50	\$500/\$1,500	\$4,000/\$8,500	\$35/\$75	Generic Only \$15	\$19,563.84	47%
Rocky Mtn Health Plans	Good Health HDHP 3250/100	PPO	100/50	\$3,250/\$7,000	\$3,250/\$7,000	100% after Ded.	See Plan Details	\$19,660.65	48%
HUMANANA	AGHDHP 11 PPO 4000 80/50	HDH	80/50	\$4,000/\$9,000	\$5,000/\$10,000	80%	See Plan Details	\$19,762.93	48%
Rocky Mtn Health Plans	Good Health PPO 3000/100	PPO	100/50	\$3,000/\$9,000	\$3,000/\$9,000	\$35/\$60	\$15/\$40/\$55/20%/30%	\$19,868.74	48%
United Healthcare	30/1000/70% (C2S)	POS	70/50	\$1,000/\$3,000	\$5,000/\$10,000	\$30/\$60	\$10/\$35/\$70/\$250	\$19,905.24	49%
Anthem	Lumenos HSA 3000/100% (073V)	PPO	100/70	\$3,000/\$6,000	\$4,000/\$8,000	100% after Ded.	See Plan Details	\$20,019.50	50%
Rocky Mtn Health Plans	Visa PPO 1500/70	PPO	70/50	\$1,500/\$3,000	\$4,500/\$9,000	\$35/\$55	\$15/\$40/\$55/20%/30%	\$20,202.83	52%

New Plan →

Carrier	Plan Name	Plan Type	Coins	Deductible	OOP Max	Copay	Pharmacy	Monthly Premium	% Change
United Healthcare	25/1500/80% (C2M)	POS	80/50	\$1,500/\$4,500	\$4,500/\$9,000	\$25/\$50	\$10/\$35/\$70/\$250	\$20,270.41	52%
Rocky Mtn Health Plans	Good Health HDHP 2650/100	PPO	100/50	\$2,650/\$5,000	\$2,650/\$5,000	100% after Ded.	100% after Ded.	\$20,518.86	54%
Anthem	PPO \$30/\$60-\$2000D (Q3YZ)	PPO	70/50	\$3,000/\$6,000	\$5,000/\$12,000	\$30/\$60	\$15/\$40/\$60/30%	\$20,627.41	55%
HUMANA	PPO 11 3000 70/50	PPO	70/50	\$3,000/\$6,000	\$6,000/\$12,000	\$30/\$65	\$10/\$40/\$70/25%	\$20,650.15	55%
Rocky Mtn Health Plans	Good Health PPO 1000/70	PPO	70/50	\$1,000/\$2,000	\$4,500/\$9,000	\$45/\$80	\$15/\$50/\$65/20%/30%	\$20,654.51	55%
United Healthcare	25/1000/80% (C2L)	POS	80/50	\$1,000/\$3,000	\$4,500/\$9,000	\$25/\$50	\$10/\$35/\$70/\$250	\$21,235.35	59%
HUMANA	PPO 11 3000 80/50	PPO	80/50	\$3,000/\$6,000	\$6,000/\$12,000	\$30/\$55	\$10/\$40/\$70/25%	\$21,266.24	60%
HUMANA	AGHDHP 11 PPO 3000 80/50	HDH	80/50	\$3,000/\$6,000	\$5,000/\$10,000	See Plan Details	See Plan Details	\$21,271.81	60%
Anthem	Lumenos HIA Plus 3000 (DY42)	PPO	100/70	\$3,000/\$6,000	\$4,000/\$8,000	100% after Ded.	\$15/\$40/\$60/30%	\$21,311.34	60%
Anthem	HMOSelect \$40 (074E)	HMO	70/0	\$1,000/\$2,500	\$5,000/\$10,000	90% after Ded.	90% after Ded.	\$21,687.24	63%
Anthem	Lumenos HSA 2000/80% (04DM)	PPO	80/50	\$2,000/\$4,000	\$5,000/\$10,000	90% after Ded.	90% after Ded.	\$21,919.16	65%
Rocky Mtn Health Plans	Good Health Classic 70	HMO	70/0	None	\$4,000/\$8,000	\$45/\$60	\$15/\$50/\$65/20%/30%	\$21,956.81	65%
Rocky Mtn Health Plans	Good Health HMO 500/60	HMO	80/0	\$500/\$1,000	\$3,500/\$7,000	\$35/\$50	\$15/\$50/\$65/20%/30%	\$22,135.13	66%
HUMANA	PPO 11 2000 70/50	PPO	70/50	\$2,000/\$4,000	\$5,000/\$10,000	\$30/\$65	\$10/\$40/\$70/25%	\$22,140.55	66%
Rocky Mtn Health Plans	Good Health PPO 750/75	PPO	75/50	\$750/\$1,500	\$4,250/\$8,500	\$40/\$55	\$15/\$50/\$65/20%/30%	\$22,398.93	68%
Rocky Mtn Health Plans	Vista PPO 1000/70	PPO	70/50	\$1,000/\$2,000	\$3,000/\$6,000	\$35/\$35	\$15/\$40/\$55/20%/30%	\$22,439.35	68%
HUMANA	AGHDHP 11 PPO 2500 80/50	HDH	80/50	\$2,500/\$5,000	\$5,000/\$10,000	80%	See Plan Details	\$22,526.12	69%
United Healthcare	25/500/80% (C2K)	POS	80/50	\$500/\$1,500	\$3,500/\$7,000	\$25/\$50	\$10/\$35/\$70/\$250	\$22,734.97	71%
HUMANA	PPO 11 2000 80/50	PPO	80/50	\$2,000/\$4,000	\$5,000/\$10,000	\$30/\$55	\$15/\$40/\$70/25%	\$22,756.67	71%
Anthem	PPO \$25/\$50-\$1500D (Q3YY)	PPO	80/50	\$1,500/\$4,500	\$4,000/\$8,000	\$25/\$50	\$15/\$40/\$60/30%	\$22,944.89	72%
Anthem	Lumenos HIA Plus 2000 (DY41)	PPO	80/50	\$2,000/\$4,000	\$3,000/\$6,000	90% after Ded.	See Plan Details	\$22,982.73	73%
HUMANA	PPO 11 1500 70/50	PPO	70/50	\$1,500/\$3,000	\$4,500/\$9,000	\$30/\$55	\$10/\$40/\$70/25%	\$23,177.24	74%
Rocky Mtn Health Plans	Good Health PPO 500/60	PPO	80/50	\$500/\$1,000	\$3,500/\$7,000	\$35/\$50	\$15/\$50/\$65/20%/30%	\$23,437.17	76%
Rocky Mtn Health Plans	Vista PPO 500/70	PPO	70/50	\$500/\$1,000	\$3,500/\$7,000	\$35/\$35	\$15/\$40/\$55/20%/30%	\$23,531.60	77%
HUMANA	PPO 11 1500 80/50	PPO	80/50	\$1,500/\$3,000	\$4,500/\$9,000	\$30/\$55	\$10/\$40/\$70/25%	\$23,785.94	79%
Rocky Mtn Health Plans	Good Health Classic 50-80	HMO	100/0	None	\$1,300/\$2,600	\$25/\$50	\$15/\$40/\$55/20%/30%	\$23,922.17	80%
Anthem	PPO \$25/\$50-\$1000D (Q3YX)	PPO	80/50	\$1,000/\$3,000	\$4,000/\$8,000	\$25/\$50	\$15/\$40/\$60/30%	\$24,236.28	82%
HUMANA	AGHDHP 11 PPO 2000 80/50	HDH	80/50	\$2,000/\$4,000	\$5,000/\$10,000	80%	See Plan Details	\$24,252.64	82%
Rocky Mtn Health Plans	Good Health Classic Copay	HMO	80/0	None	\$2,500/\$5,000	\$35/\$50	\$15/\$40/\$55/20%/30%	\$24,400.76	83%
HUMANA	PPO 11 1000 70/50	PPO	70/50	\$1,000/\$2,000	\$4,000/\$8,000	\$30/\$65	\$10/\$40/\$70/25%	\$24,571.74	84%
HUMANA	PPO 11 1000 80/50	PPO	80/50	\$1,000/\$2,000	\$4,000/\$8,000	\$30/\$55	\$10/\$40/\$70/25%	\$25,224.74	89%
HUMANA	AGHDHP 11 PPO 1500 80/50	HDH	80/50	\$1,500/\$3,000	\$5,000/\$10,000	80%	See Plan Details	\$25,724.38	101%
Anthem	PPO \$20/\$40-\$3500D (Q3YW)	PPO	80/50	\$500/\$1,500	\$3,500/\$7,000	\$20/\$40	\$15/\$40/\$60/30%	\$27,503.45	107%
HUMANA	PPO 11 2000 100/70	PPO	100/70	\$2,000/\$4,000	\$3,000/\$6,000	\$30/\$55	\$10/\$40/\$70/25%	\$27,733.37	108%
HUMANA	PPO 11 500 80/50	PPO	80/50	\$500/\$1,000	\$3,500/\$7,000	\$30/\$55	\$15/\$40/\$70/25%	\$28,153.93	111%
Anthem	Classic HMOSelect (074D)	HMO	100/0	None	\$3,000/\$6,000	\$25/\$50	\$15/\$40/\$60/30%	\$31,044.41	133%
HUMANA	PPO 11 500 100/70	PPO	100/70	\$500/\$1,000	\$5,000/\$1,000	\$30/\$55	\$10/\$40/\$70/25%	\$35,802.72	169%
Anthem	Classic HMO (074C)	HMO	100/0	None	\$3,000/\$6,000	\$25/\$50	\$15/\$40/\$60/30%	\$42,009.89	215%

**Town of Minturn**

Carrier

**Overview:**

Rates Based on Eff. Date of:
Business County
Plan Type
Plan Name

**Benefit Summary:**

Specialist Access
Office/Specialist Copay
Lab & X-ray Services
Emergency Room Services
Urgent Care Facility
In-patient Hospital
Out-patient Surgery
Rx Copays:
Separate Rx Deduct.
Generic
Brand Name
Non-Formulary
Mail Order Benefit
Injectible Drugs
Deductible (Sin/Fam)
Coinurance
Lifetime Maximum Benefit
Out of Pocket Max. (Deductible Included)
Deductible (Sin/Fam)
Coinurance
Out of Pocket Max. (Deductible Included)

Current Plan	Renewal Plan
Current Rates: 6-1-2011	Renewal Rates: 6-1-2012
Eagle	Eagle
PPO	PPO
PPO \$45 Copay GenRx (074B)	PPO \$45 Copay GenRx (074B)
Network	Network
<b>No Referrals</b>	<b>No Referrals</b>
<b>Preventive Care:</b> In compliance with PPACA: 100% Covered	<b>Preventive Care:</b> In compliance with PPACA: 100% Covered
<b>Routine Office Visit:</b> \$45/\$75 per visit	<b>Routine Office Visit:</b> \$45/\$75 per visit
<b>DIAGNOSTICS</b>	<b>DIAGNOSTICS</b>
<b>Laboratory:</b> 100% Covered	<b>Laboratory:</b> 100% Covered
<b>X-ray:</b> \$75 Copay per date of service	<b>X-ray:</b> \$75 Copay per date of service
<b>MRI, nuclear medicine &amp; other high-tech svcs:</b> 60% after Deductible	<b>MRI, nuclear medicine &amp; other high-tech svcs:</b> 60% after Deductible
\$250 Copay	\$250 Copay
\$75 Copay	\$75 Copay
60% after Deductible	60% after Deductible
60% after Deductible	60% after Deductible
60% after Deductible	60% after Deductible
<b>Generic Only</b>	<b>Generic Only</b>
NA	NA
\$15 Copay	\$15 Copay
Not Covered	Not Covered
Not Covered	Not Covered
2 Times Copay	2 Times Copay
30% of negotiated fee for Generic Self-Injectibles	30% of negotiated fee for Generic Self-Injectibles
\$750 Sin/\$2,250 Fam	\$750 Sin/\$2,250 Fam
60% after Deductible	60% after Deductible
In Compliance with PPACA: Unlimited	In Compliance with PPACA: Unlimited
\$4,750 Sin/\$10,250 Fam	\$4,750 Sin/\$10,250 Fam
Non-Network	Non-Network
\$1,500 Sin/\$4,500 Fam	\$1,500 Sin/\$4,500 Fam
50% after Deductible	50% after Deductible
\$9,500 Sin/\$20,500 Fam	\$9,500 Sin/\$20,500 Fam

**Life Insurance:**  
Available/Required

Available

Available

**SIC Rating Factor:**

90.00%

90.00%

**Medical Premiums:**

Current Rates

Renewal Rates

Employee Only	2
Employee & Spouse	1
Employee & Child	3
Employee & Family	5
Monthly Premium	11

526.67	600.89
1158.68	1321.96
959.07	1094.22
1645.85	1877.78
<b>\$13,318.48</b>	<b>\$15,195.30</b>

**Annual Medical Premium**

**\$159,821.76**

**\$182,343.60**

% of Premium Change:

14.09%

**Town of Minturn**

Carrier

**Overview:**

Rates Based on Eff. Date of:	7/1/2012
Business County	Eagle
Plan Type	PPO
Plan Name	PPO B1000
Funding Type	PPO B1500
Specific Stop-Loss	PPO B2000

**Benefit Summary:**

Specialist Access:	No Referrals
Office/Specialist Copay:	\$35 per visit
Lab & X-ray Services:	<b>DIAGNOSTICS</b> Laboratory & X-ray: 80% after Deductible MRI, nuclear medicine & other high-tech svcs: 80% after Deductible
Emergency Room Services:	80% after Deductible
Urgent Care Facility:	\$35 Copay
In-patient Hospital:	80% after Deductible
Out-patient Surgery:	80% after Deductible
Rx Copays:	<b>Formulary</b>
Separate Rx Deduct.	\$50 Deductible
Generic:	\$10 or 20% Copay, whichever is the higher amount
Brand Name:	\$25 or 30% Copay, whichever is the higher amount
Non-Formulary:	\$35 or 50% Copay, whichever is the higher amount.
Mail Order Benefit:	2.5 Times Copay
Injectible Drugs:	Applicable Tier Copay Applies
Deductible (Sin/Fam):	\$1,000 Sin/\$2,000 Fam
Coinsurance:	80% after Deductible In Compliance with PPACA: Unlimited
Lifetime Maximum Benefit:	Unlimited
Out of Pocket Max. (Deductible NOT included):	\$3,000 Sin/\$8,000 Fam
Deductible (Sin/Fam):	\$2,000 Sin/\$4,000 Fam
Coinsurance:	60% after Deductible
Out of Pocket Max. (Deductible NOT included):	\$10,000 Sin/\$26,000 Fam

CTSI	CTSI	CTSI	CTSI
7/1/2012	7/1/2012	7/1/2012	7/1/2012
Eagle	Eagle	Eagle	Eagle
PPO	PPO	PPO	PPO
PPO B1000	PPO B1500	PPO B2000	HDHP 2500
<b>Network</b>	<b>Network</b>	<b>Network</b>	<b>Network</b>
No Referrals	No Referrals	No Referrals	No Referrals
\$35 per visit	\$35 per visit	\$35 per visit	80% after Deductible
<b>DIAGNOSTICS</b> Laboratory & X-ray: 80% after Deductible MRI, nuclear medicine & other high-tech svcs: 80% after Deductible	<b>DIAGNOSTICS</b> Laboratory & X-ray: 80% after Deductible MRI, nuclear medicine & other high-tech svcs: 80% after Deductible	<b>DIAGNOSTICS</b> Laboratory & X-ray: 80% after Deductible MRI, nuclear medicine & other high-tech svcs: 80% after Deductible	<b>DIAGNOSTICS</b> Laboratory & X-ray: 80% after Deductible MRI, nuclear medicine & other high-tech svcs: 80% after Deductible
80% after Deductible	80% after Deductible	80% after Deductible	80% after Deductible
\$35 Copay	\$35 Copay	\$35 Copay	80% after Deductible
80% after Deductible	80% after Deductible	80% after Deductible	80% after Deductible
80% after Deductible	80% after Deductible	80% after Deductible	80% after Deductible
<b>Formulary</b>	<b>Formulary</b>	<b>Formulary</b>	<b>Formulary</b>
\$50 Deductible	\$50 Deductible	\$50 Deductible	\$50 Deductible
\$10 or 20% Copay, whichever is the higher amount	\$10 or 20% Copay, whichever is the higher amount	\$10 or 20% Copay, whichever is the higher amount	80% after Deductible
\$25 or 30% Copay, whichever is the higher amount	\$25 or 30% Copay, whichever is the higher amount	\$25 or 30% Copay, whichever is the higher amount	80% after Deductible
\$35 or 50% Copay, whichever is the higher amount.	\$35 or 50% Copay, whichever is the higher amount	\$35 or 50% Copay, whichever is the higher amount	80% after Deductible
2.5 Times Copay	2.5 Times Copay	2.5 Times Copay	2.5 Times Copay
Applicable Tier Copay Applies			
\$1,000 Sin/\$2,000 Fam	\$1,500 Sin/\$3,000 Fam	\$2,000 Sin/\$4,000 Fam	\$2,500 Sin/\$5,000 Fam
80% after Deductible In Compliance with PPACA: Unlimited			
\$3,000 Sin/\$8,000 Fam	\$3,500 Sin/\$9,000 Fam	\$4,000 Sin/\$9,500 Fam	\$5,000 Sin/\$10,000 Fam
<b>Non-Network</b>	<b>Non-Network</b>	<b>Non-Network</b>	<b>Non-Network</b>
\$2,000 Sin/\$4,000 Fam	\$3,000 Sin/\$6,000 Fam	\$4,000 Sin/\$8,000 Fam	\$5,000 Sin/\$10,000 Fam
60% after Deductible	60% after Deductible	60% after Deductible	60% after Deductible
\$10,000 Sin/\$26,000 Fam	\$10,000 Sin/\$26,000 Fam	\$10,000 Sin/\$26,000 Fam	\$10,000 Sin/\$20,000 Fam

**Town of Minturn**

Carrier

**Overview:**

Rates Based on Eff. Date of:
Business County
Plan Type
Plan Name
Funding Type
Specific Stop-Loss

CTSI	CTSI	CTSI	CTSI
7/1/2012	7/1/2012	7/1/2012	7/1/2012
Eagle	Eagle	Eagle	Eagle
PPO	PPO	PPO	PPO
PPO B1000	PPO B1500	PPO B2000	HDHP 2500

Available Available Available Available

**SIC Rating Factor:**

90.00% 90.00% 90.00% 90.00%

**Medical Premiums:**

CTSI Quoted Rates CTSI Quoted Rates CTSI Quoted Rates CTSI Quoted Rates

Employee Only	2	695.00	661.00	615.00	523.00
Employee & Spouse	1	1304.00	1242.00	1155.00	985.00
Employee & Child	3	1602.00	1525.00	1416.00	1208.00
Employee & Family	5	1602.00	1525.00	1416.00	1208.00
<b>Monthly Premium</b>	<b>11</b>	<b>\$15,510.00</b>	<b>\$14,764.00</b>	<b>\$13,713.00</b>	<b>\$11,695.00</b>

**Annual Medical Premium**

**\$186,120.00 \$177,168.00 \$164,556.00 \$140,340.00**

% of Premium Change compared to:

16.45% 10.85% 2.96% -12.19%

**\$13,316.48**

**TOWN OF MINTURN, COLORADO  
RESOLUTION NO. 16 – SERIES 2012**

**A RESOLUTION REGARDING JOINDER IN THE  
COUNTY HEALTH POOL**

**WHEREAS**, The Minturn Town Council states that it has the authority under Article XIV, Section 18, of the Colorado Constitution and Sections 29-1-202, et seq., C.R.S., to enter into an intergovernmental agreement; and

**WHEREAS**, The Minturn Town Council has further specific authority to provide certain benefits to its employees, including, but not limited to, health benefits; and

**WHEREAS**, The Minturn Town Council has received certain comparative cost data and recommended funding factor information from the County Health Pool; and

**WHEREAS**, The Minturn Town Council recognizes the advantages to its taxpayers, as well as to its employees, in adopting one or another of the specific health coverage plans submitted by the County Health Pool; and

**WHEREAS**, a copy of the Bylaws and General Policies of the County Health Pool was delivered to the Town of Minturn on June 1, 2012 which Bylaws, pursuant to the provisions of Article XVI thereof, constitute the subject Intergovernmental Agreement;

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO HEREBY AND HEREWITH:**

1. Approves the document entitled “Bylaws and Intergovernmental Agreement County Health Pool;
2. The Mayor of the Town of Minturn is authorized to execute the aforesaid Intergovernmental Agreement;
3. Declares that this Resolution shall bind the Town of Minturn to the full extent provided in the aforesaid Intergovernmental Agreement.

INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this 6<sup>th</sup> day of June, 2012.

TOWN OF MINTURN

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

ATTEST:

\_\_\_\_\_  
Town Clerk



**BYLAWS  
AND INTERGOVERNMENTAL AGREEMENT  
COUNTY HEALTH POOL  
(Effective Feb. 1, 1984)**

**CHP Bylaws and Intergovernmental Agreement**

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**Effective: Feb. 1, 1984**

**REVISED:**

May 23, 1984	March 18, 1992	Sept. 18, 2008
June 15, 1984	March 17, 1993	Sept. 22, 2011
Dec. 14, 1984	March 1, 1994	
Sept. 11, 1986	Dec. 1, 1997	
Mar. 25, 1987	Aug. 18, 1999	
June 12, 1987	Jan. 1, 2003	
Nov. 18, 1987	Jan. 1, 2004	
June 8, 1988	Sept. 13, 2007	

## **County Health Pool (CHP) Bylaws and Intergovernmental Agreement**

### **ARTICLE I. Definitions**

As used in this agreement, the following terms shall have the meaning hereinafter set out:

- A. ADMINISTRATOR - The person or entity so designated by the Board from time to time.
- B. BENEFIT FUND - One or more funds of money established by the Pool to provide employee benefits jointly, within a defined scope, to purchase excess insurance when deemed prudent, and to pay necessary expenses for the operation of the Pool.
- C. BOARD - Board of Directors of the Pool.
- D. EMPLOYEE - An employee of a Member, as defined in the Plan Document.
- E. EXCESS INSURANCE - Insurance purchased by the Pool from an insurance company, qualified to do business in Colorado, over a designated amount.
- F. MEMBERS - The public entities which enter into this intergovernmental agreement.
- G. OFFICIAL REPRESENTATIVE - That person who has been designated in writing by the governing body of a Member as its official representative to the Pool.
- H. PLAN DOCUMENT - The County Health Pool Plan Document, as from time to time amended, which determines benefits for which Members and their employees are eligible.
- I. POOL - The County Health Pool established pursuant to the constitution and statutes of this state by this intergovernmental agreement.
- J. PUBLIC ENTITY - Any entity that falls within the definition of a "public entity" under C.R.S. Section 24-10-103(5).
- K. QUORUM - A simple majority duly authorized to conduct business at a meeting.

**ARTICLE II. Creation of Pool**

The County Health Pool is hereby formed by intergovernmental agreement by Members pursuant to the provisions of Article XIV, section 18(2) of the Colorado Constitution and sections 29-1-201 et seq., C.R.S., as amended. Each Member joining in this intergovernmental agreement has the power under Colorado law to make provision for the employee benefits which constitute the specific functions and services jointly provided by means of the Pool.

**ARTICLE III. Purpose**

- A. The purpose of the Pool is to provide to Members a means of providing benefits to their employees including, but not limited to, benefit planning, funding, design, and administration.
- B. It is the intent of the Members to form a Pool which will establish one or more benefit funds and use monies contributed by the Members to achieve the purpose of the Pool. It is also the intent of the Members to have the Pool provide selected benefits at reasonable costs. All income and assets of the Pool shall be at all times dedicated to the exclusive benefit of its Members.
- C. These Bylaws shall constitute the substance of the intergovernmental contract among the Members.

**ARTICLE IV. Pool Powers and Duties**

The powers of the Pool to perform and accomplish its purpose shall be the following, subject to the budgetary limits of the Pool and the procedures set forth in the Bylaws:

- A. Employ agents, employees and independent contractors necessary to administer and achieve the purpose of the Pool, including, but not limited to, brokers, attorneys, accountants, benefit administrators, actuaries, investigators, experts, consultants, and others.
- B. Purchase, sell, encumber, and lease real property and to purchase, sell, or lease equipment, machinery, and personal property.
- C. Invest funds as allowed by Colorado statutes.
- D. Create, collect money for, administer, and expend money from one or more benefit funds.
- E. Purchase excess insurance.
- F. Carry out such other activities as are necessarily implied or required to carry out the purposes of the Pool.
- G. Sue and be sued.
- H. Enter into contracts.
- I. Reimburse Directors for reasonable and approved expenses, including expenses incurred in attending Board meetings.
- J. Purchase fidelity bonds from an insurance company qualified to do business in Colorado.
- K. Contract for general administrative services.

**ARTICLE V.           Participation**

- A.    The membership of the Pool shall be limited to those public entities which properly enter into and adopt this intergovernmental agreement and Bylaws. New Members may be admitted subject to such conditions as established in a written policy adopted and amended by a two thirds (2/3) vote of the Member counties present at a meeting.
  
- B.    The Board may authorize the Administrator and the employees of the Administrator to receive benefits through the Pool to the full extent made available to Members, provided that such action does not adversely affect the tax exempt status of the Pool. Such participation shall be subject to the payment of contributions or other payments to the Pool, at such time and in such amounts, as shall be established by the Board. This limited participation carries with it no rights of membership in the Pool other than the benefit participation herein expressly provided.

**ARTICLE VI.           Duration of Membership**

All Members joining subsequent to September 1, 1986, unless expelled pursuant to Article XV, shall remain Members for at least twenty-four (24) consecutive calendar months after commencement of any self-funded benefit coverage.

**ARTICLE VII.           Members' Powers and Meetings**

- A.    Only Members who are counties, at a meeting of the Members, shall have the power to:
  - 1.    Amend the Bylaws by a two-thirds (2/3) vote of the Member counties present at a meeting.
  - 2.    Expel Members as provided in Article XV.
  - 3.    Dissolve the Pool and disburse its assets by a two-thirds (2/3) vote of the Member counties, pursuant to such notice and in keeping with such procedure as shall be established by the Board.
  - 4.    Remove a Director from the Board by a two-thirds (2/3) vote of the Member counties present at a meeting.
  - 5.    Adopt general policies for underwriting and renewal procedures and conditions of new membership; provided, however, that the Board shall also have the power to adopt and amend policies for underwriting and renewals as provided in subparagraph U of Article XI.
  - 6.    Communicate by electronic or other means with the Administrator in order to resolve issues relating to the operation of the Pool.
  
- B.    Meetings of the Members shall be held as follows:
  - 1.    Members shall meet at least once annually, at a time and place to be set by the Board, with notice mailed to each Member at least 10 days in advance.
  
  - 2.    Special meetings may be called by the Board or pursuant to a procedure as recommended by the Board and thereupon approved by a two-thirds (2/3) vote of the Member counties present at a

- meeting. Notice of special meetings shall be mailed to each Member at least 10 days in advance.
3. The President of the Board shall preside at the meetings.
  4. A simple majority of the Member counties shall constitute a quorum to do business.
  5. No absentee or proxy voting shall be allowed.
  6. Each Member county shall be entitled to one vote on each issue. No Member other than a Member county shall have any voting powers.

**ARTICLE VIII. Obligations of Members**

The obligations of Members are to:

- A. Pay promptly all contributions or other payments to the Pool at such times and in such amounts as shall be established by the Board pursuant to these Bylaws. Any delinquent payments shall be paid with interest as determined by the Board. Payments will be delinquent forty-five (45) days following the due date.
- B. Designate annually, in writing, an official representative and one or more alternates for the Members meetings. A Member's official representative and any alternate must be an employee or officer of the Member, but may be changed from time to time. Any designated alternate may exercise all the powers of the Member's official representative in the absence of the official representative.
- C. Allow the Pool and its Administrator, agents, contractors, officers and employees reasonable access to all facilities of the Member and all records including, but not limited to, financial records as required for the administration of the Pool.
- D. Cooperate fully with the Pool's Administrator, attorneys, and any other agent, contractor, employee, or officer of the Pool in activities relating to the purposes and powers of the Pool.
- E. Comply with all general policies and requirements of the Pool.
- F. Provide, upon request, all information required by the Pool.
- G. Report to the Pool, in the form and within the time required, all claims for benefits provided through the Pool.

**ARTICLE IX. Contributions**

- A. The Board shall establish contributions to be paid by the Members.
- B. Any monies, and interest thereon, not needed for the purpose of the Pool, will be distributed among those Members pursuant to policies and requirements established by the Board. The monies shall not be so distributed until it is determined by the Board or its authorized representative that no claim exists and no claim may legally be made against the monies.

**ARTICLE X. Board of Directors and Officers**

- A. The Board shall be composed of a representative from each of seven Member counties. At least four of

the representatives shall be County Commissioners. A person holding the position of Director shall be an official representative.

- B. The officers of the Pool shall be: President, Vice President, Secretary, and Comptroller. The officers shall be appointed by and from among the Directors.
- C. Election of Directors and appointment of officers shall be accomplished in the following manner:
  - 1. At the annual membership meeting every year thereafter, the election of Directors shall be conducted for the term hereinafter provided:
    - (a) Three positions shall be filled at the election held in every odd numbered year to serve for two years.
    - (b) Four positions shall be filled at the election held in every even numbered year to serve for two years.
  - 2. Appointments of officers shall be by and from among the Directors at the first meeting of the Board following each annual meeting. A vacancy in any office shall be filled by the Board for the unexpired term of office.
  - 3. Only the official representative of a Member county shall have the right to vote in any election.
- D. The Vice President shall exercise all powers of the President during the absence of the President.

**ARTICLE XI. Powers and Duties of the Board of Directors**

The Board shall have the following powers and duties, any of which may be delegated by the Board, in writing, by motion duly adopted, to one or more Members of the Board or to the Administrator:

- A. Recommend conditions and a written policy regarding the admission of new Members and ratify the Administrator's decision to admit new Members. The admission of new Members shall be based on the Member approved criteria that the new Member(s) will not detrimentally affect the financial status of the Pool nor the contribution rates of other Members and that the new Member(s) shall adopt these Bylaws and Intergovernmental Agreement and such other documents as may be required of Members.
- B. Establish contributions by the Members.
- C. Adopt and amend the Plan Document(s).
- D. Select insurance brokers, consultants, benefit administrators, and other service providers necessary for the administration of the Pool, after recommendation of the Administrator.
- E. Set the dates, places and provide an agenda for Board and Members' meetings.
- F. Fill a vacancy in the Board for the unexpired term, subject to limitations set forth in Article X of these Bylaws.
- G. Exercise all powers of the Pool except powers reserved to the Members or delegated pursuant to this Article.
- H. Prepare, adopt and report the Pool budget to the Members.

- I. Hire and discharge personnel of the Pool.
- J. Make reports to the Members at their meetings.
- K. Establish an appeal process for self-funded benefits.
- L. Establish policies for the investments and disbursement of funds.
- M. Establish rules governing its own conduct and procedure and the authority of its officers, not inconsistent with these Bylaws.
- N. Provide to Members annually:
  - 1. An audit of the financial affairs of the Pool to be made by a certified public accountant as of December 31 of each year, in accordance with generally accepted auditing principles; and
  - 2. An annual report of operations.
- O. Form committees and provide other services as needed by the Pool.
- P. Perform all acts necessary and proper for the operation of the Pool and implementation of these Bylaws subject to the limits of the Bylaws and not in conflict with these Bylaws.
- Q. Implement the dissolution and disbursement of assets of the Pool following the determination made pursuant to the provisions of Article IX.
- R. If deemed advisable by the Board, select a qualified actuary to conduct a review of the benefit funds and make recommendations to the Board based on such review.
- S. Contract for general administrative services, the contract to include a reasonable fee approved by the Board to cover the cost of administrative services provided. Such services shall include the marketing of the Pool to qualified non-members in order to increase membership.
- T. To communicate by electronic or other means with the Administrator in order to resolve issues relating to the operation of the Pool.
- U. Adopt and amend policies for underwriting and renewal procedures and conditions of new membership if the Board determines that the adoption or amendment thereof is necessary to avoid impairment of the Pool.
- V. Adopt any other changes or amendments to the terms or conditions of any coverage or benefit provided by the Pool if the Board determines that such changes or amendments are necessary to avoid impairment of the Pool.

**ARTICLE XII.**

**Meetings of the Board of Directors**

- A. The Board may set a time and place for regular meetings which may be held without further notice.
- B. Special meetings may be called by the President or by a majority of the Directors by mailing written notice at least 10 days in advance to all Directors or by unanimously executed waiver of notice. Such meetings may be held by electronic means including by telephone conference call in which case acceptance of the call shall constitute notice of such meeting and indicate waiver of the written notice requirement.

- C. A simple majority of the Directors at any meeting shall constitute a quorum to do business and all acts of the Board shall require a majority vote of the Directors present; however, if a quorum of the Directors is not present at [a meeting] [the Board meeting held in conjunction with annual membership meeting], the Directors present constituting less than a quorum may, by simple majority, take any action authorized to the Board which action shall be effective on an interim basis pending a special meeting of the Board, which special meeting of the Board shall be called as soon as practicable by the Board pursuant to subparagraph B of this Article.

**ARTICLE XIII. Liability of Board of Directors and Administrator**

Directors on the Board and the Administrator, and the officers and employees thereof, shall not be personally liable for any acts performed or omitted for the Pool in good faith. The benefit funds shall be used to defend and indemnify the Directors on the Board and the Administrator, and the officers and employees thereof, against any and all expense, including attorney fees and liability expenses sustained by them or any of them in connection with any suit or suits which may be brought against said Directors on the Board or the Administrator, or the officers or employees thereof, involving or pertaining to any of their acts or duties performed or omitted for the Pool in good faith. The Pool may purchase insurance providing similar coverage for the Directors and for the Administrator, and the officers and employees thereof. Nothing herein shall be deemed to prevent compromises of any such litigation where the compromise is deemed advisable in order to prevent greater expense or cost in the defense or prosecution of such litigation.

**ARTICLE XIV. Withdrawal from Membership**

Any Member may withdraw from the Pool at the end of any policy year by giving notice in writing to the Board prior to October 1 of that policy year of its desire to withdraw. No Member may withdraw during a policy year.

**ARTICLE XV. Expulsion of Members**

- A. A Member may be expelled for one or more of the following reasons:
1. Failure to make any payment due to the Pool.
  2. Failure to allow the Pool reasonable access to all facilities and records of the Member necessary for proper administration of the Pool.
  3. Failure to fully cooperate with the Pool's Administrator, attorneys, or other agent, employee, or officer of the Pool.
  4. Failure to comply with any policy, procedure, or requirement established by the Board or Members pursuant to these Bylaws.
- B. No Member may be expelled except after notice from the Board of the alleged failure along with a reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The Member or the Board may request a hearing before the Members before any final decision, which shall be held within fifteen (15) days after the expiration of the time to cure has passed. If so requested, the Board shall present the case for expulsion to the Members. The Member affected may present its case. By a two-thirds (2/3) vote of the Member counties present at the meeting, the Member may be expelled effective twenty (20) days after the decision to expel is approved by the Member counties or at such later date as may be set by the expulsion vote of Member counties. If no request for a hearing before the Member counties is made, the Board may expel the Member by majority vote of the Directors present at a meeting,

effective twenty (20) days after the decision to expel is approved by the Board or at such later date as may be set by the Board

- C. After expulsion, the former Member shall be liable for any unpaid contribution or other charges pro rata to the effective date of expulsion, and for any payments for which a liability was incurred prior to expulsion (including incurred but not reported claims), and for all costs and administrative fees incurred by the Pool in handling claims from the employees and dependents of the former Member before and after its expulsion. The expelled former Member shall not be entitled to any reimbursement of contributions that are due or that shall become payable after expulsion. The expelled former Member shall not be entitled to any distribution of reserves and/or interest monies.
- D. Expulsion shall be in addition to any other remedy which may exist.

**ARTICLE XVI.                      Obligations**

This document constitutes an intergovernmental agreement among those public entities which may become Members of the Pool. The terms of this agreement may be enforced in court by the Pool or by any of its Members. The consideration for the duties herewith imposed on the Members to take certain actions and to refrain from certain other actions shall be based upon the mutual promises and agreements of the Members set forth herein. A certified or attested copy of the resolution of approval from each Member shall be attached to the Bylaws on file with the Pool. Except to the extent of the limited financial contributions to the Pool agreed to herein or such additional obligations as may come about through amendments to these Bylaws, no Member agrees or contracts herein to be held responsible for any claims made against any other Member. The parties intend in the creation of the Pool to establish an organization to operate only within the scope herein set out and have not herein created as between Member and Member any relationship of surety, indemnification, or responsibility for the debts of or claims against any other Member.

**ARTICLE XVII.                      Severability**

In the event that any Article, provision, clause or other part of these Bylaws should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other Articles, provisions, clauses, applications or occurrences, and these Bylaws are expressly declared to be severable.



**General Policies of the County Health Pool**  
(ADOPTED APRIL 16, 1986 AND EFFECTIVE JULY 1, 1986)

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**Revised**

1/28/87 1/01/03  
6/08/88 5/15/03  
9/28/88 1/01/04  
3/18/92 8/12/04  
1/01/94 9/22/06  
9/16/98 1/25/08  
6/08/99  
8/18/99  
9/19/01  
11/16/01  
1/01/02

**GENERAL POLICIES  
OF THE  
COUNTY HEALTH POOL**  
(ADOPTED APRIL 16, 1986 AND EFFECTIVE JULY 1, 1986)

Each Member of the County Health Pool shall comply with the following general policies. Upon request of a Member and for good cause shown, an exception from any policy may be made if approved by at least four Directors on the County Health Pool Board of Directors.

1. DEFINITIONS

Words used herein shall have the meaning as defined in the County Health Pool Bylaws and Intergovernmental Agreement ("Bylaws") and Plan Document. In addition, the following words shall have the following meanings:

- A. "Anniversary" or "Plan anniversary" means January 1 of each year.
- B. "Date of withdrawal" means the date established by a withdrawing Member as the effective date of termination of coverage through and membership in the County Health Pool.
- C. "Dependent unit" means the spouse and any eligible children of an employee (as defined in the Plan Document), but does not include the employee.
- D. "IBNR" means incurred but not reported claims. In order to be considered by the County Health Pool, these claims must be incurred by eligible covered employees and/or dependents of a Member, prior to the Member's withdrawal or expulsion.
- E. "Reserves" means the fund balance after the cost of claims, IBNR, administrative and fixed costs incurred by Members.
- F. "Runout" means eligible reported as well as IBNR claims incurred by eligible covered employees and/or dependents of a Member prior to the Member's withdrawal or expulsion.

- G. "Runout charge" means an amount equal to the amount required to fund the withdrawing Member's IBNR, claims, plus administrative costs, as determined by the County Health Pool Board approved underwriting requirements.

2. ELIGIBILITY OF PUBLIC ENTITY

Any public entity is eligible to become and remain a Member of the County Health Pool upon completion of the Application for Membership and the Resolution/Ordinance of Joinder, only if, in addition to meeting all other applicable conditions and requirements, the entity:

- A. Has at least ten active employees covered or to be covered by the Plan; and,
- B. Elects a tier rate structure that will remain in effect for a minimum of three (3) years.

3. ELIGIBILITY OF EMPLOYEES AND DEPENDENTS

The eligibility requirements of employees of a Member are established in the Plan Document. Employees and dependents must enroll within thirty (30) days of initial eligibility as established in the Plan Document. Late enrollments will not be covered until January 1 of the following year, as provided in the Plan Document.

4. CONTRIBUTIONS ON BEHALF OF EMPLOYEES

A Member shall contribute (in addition to all other required amounts) at least the following percentage of the monthly rate established for the self-funded health program:

For each employee, at least fifty percent (50%) of the "entity selected" plan.

In the event a Member does not contribute 100% for the self funded health program, employees have an option to opt out of Medical coverage and may still retain eligibility to participate in dental and/or vision coverage if offered by their employer.

5. WAITING PERIOD FOR COVERAGE

Each Member shall determine the length of the period of time between the date an employee first becomes an eligible employee and the date that coverage under the Plan commences. Each Member shall notify the County Health Pool in writing of its waiting period.

6. NEW MEMBERS

In addition to all other conditions and requirements for membership in the County Health Pool:

- A. Each Member shall adopt the General Policies, Bylaws and Plan Document(s) in effect at the time of joinder.
- B. Each Member shall purchase and pay one hundred percent (100%) of employee group life insurance coverage in an amount and schedule approved by the group life underwriter.

- C. Each Member may, at its discretion, adopt additional provisions for employee eligibility, contributions, and waiting period (above the minimums required in these General Policies). Such additional provisions shall be put in writing and a copy promptly provided to the County Health Pool upon adoption and any amendment thereof.
- D. Only those claims which are incurred on or after the effective date of coverage through the County Health Pool will be considered for payment.
- E. Rates to be charged any new Member shall be quoted to the Member after receipt by the County Health Pool of the Member's application, including the most current underwriting information available to the Member and requested by the County Health Pool and its authorized agents. The application and rates quoted shall be subject to full underwriting review and the rates quoted shall be subject to the underwriting requirements, as amended from time to time. Different rates may apply based on the number of employees to be covered. The quoted rate, if accepted, shall remain in effect for a time period determined by the Board and agreed upon by the new Member.

7. WITHDRAWAL OF A MEMBER

The following requirements shall apply to withdrawal of a Member in addition to any others which may exist:

- A. A Member may withdraw from the Pool at the end of any policy year by giving notice in writing to the Pool Board of Directors prior to October 1 of that policy year of its desire to withdraw. No Member may withdraw during a policy year.
- B. All eligible runout claims submitted within three months following the date of withdrawal will be considered for payment by the County Health Pool. Any claims submitted after this time frame will not be considered.
- C. A withdrawing Member may elect to pay its own runout claims. The County Health Pool is not liable or responsible for any such claims.
- D. Members who withdraw within the first two (2) years of membership:

If withdrawal occurs anytime within the first two (2) years of membership, a runout charge will be paid by the withdrawing Member. Runout costs, including IBNR, claims, and administrative costs, will be paid only to the extent that the runout charge has been paid by the withdrawing Member.

The County Health Pool is entitled to and will retain any monies contributed by such Members as a reserve fee.

- E. Members who withdraw on or after two (2) years of membership:

Administrative costs will be paid by the withdrawing Member.

- F. All runout claims shall be administered in accordance with the Plan Document provisions in effect on the incurred date of the claim.
- G. The withdrawing Member shall be responsible for, no later than five (5) days following withdrawal, notification to its employees in writing, with a copy thereof to the County Health Pool of such withdrawal.
- H. The County Health Pool Board has the right to redetermine and readjust any runout charge as necessary to reflect any future change in IBNR, claims, or administrative costs.

8. EXPULSION OF A MEMBER

See Bylaws and Intergovernmental Agreement, Article XV.

9. RENEWAL PROCEDURES

Renewal rates will be established by the Board effective each January 1 or from time to time as determined by the Board.



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

*MEMORANDUM*

TO: Minturn Town Council  
FROM: Jay Brunvand, Treasurer/Clerk  
CC:  
DATE: Friday, June 01, 2012  
RE: Executive Session

At the Council meeting, Council will need to convene in Executive Session with the Attorney to discuss and direct Staff regarding the negotiation update regarding the Vail Ski and Snowboard Academy, an update on the Battle Mountain Resort regarding ongoing negotiations and an update on the EPA discussions, and to receive legal advice and receive instructions concerning an insurance negotiation. The following motion is recommended:

*“Recommended motion: “I move to convene in Executive Session Pursuant to CRS 24-6-402(4)(b) for the purposes to consult with the Town's Attorney and receive legal advice regarding an update on the Battle Mountain Resort regarding ongoing negotiations and an update on the EPA discussions, and to receive legal advice and give instructions concerning an insurance negotiation.”*

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