



2014

# Minturn Council Meeting

Wednesday July 16, 2014

**Work Session:** **6:00pm**  
**(Town Center)**

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

**TOP COUNCIL PRIORITIES:**

- Street and Drainage Projects Eagle Street, Toledo, Norman, Nelson
- Submit Grants for Infrastructure and Prioritize/Create a Regular Schedule
- 100 Block Streetscape
- Sidewalks/ Engineering South Minturn
- Submit DOLA Grant for Microfiltration Plant
- Electronic Packets (I-Pads or Comparable)
- Loop Water Lines



## **Agenda**

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

**Wednesday July 16, 2014**

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

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

**COUNCIL MEMBERS:**

Shelley Bellm  
Earle Bidez  
John Rosenfeld  
Matt Scherr  
Jason Osborne

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 – 6:00 pm**

- Ordinance No. 05 - Series 2014 (First Reading) regarding electronic meeting participation Pg 17

### **Regular Session – 6:30pm**

**1. Call to Order**

- Roll Call
- Pledge of Allegiance

**2. Approval of Agenda**

- Items to be Pulled or Added

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

- July 2, 2014 Pg 4
- Action Item Report Pg 9

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

### PUBLIC HEARINGS AND ACTION ITEMS

6. **Action Item: Formal direction from Council to continue with the current Ban or to allow the retail sale of Marijuana within the Town of Minturn – Sawyer**
7. **Action Item: Ordinance No. 04 – Series 2014 (Second Reading) an Ordinance authorizing the Mayor to sign an Intergovernmental Agreement for Police coverage by the Eagle County Sheriff’s Office within the Town of Minturn – Powell** Pg 10
8. **Action Item: Ordinance No. 05 – Series 2014 (First Reading) regarding electronic meeting participation – Sawyer** Pg 17

### COUNCIL AND STAFF REPORTS

9. **Town Planner**
  - **Scheduled Public Hearing for August 6, 2014 for Preliminary Subdivision Plat: 947 Main St**
  - **Scheduled Public Hearing for August 6, 2014 for Preliminary Subdivision Plat: 1973 Main St**
  - **Scheduled Public Hearing for August 6, 2014 for Variance: 947 Main St**
  - **Completing 3-D map sign for “History Walk” in the park and Eagle River Park restroom update**
10. **Town Attorney**
11. **Town Manager**
12. **Town Council Comments**

### FUTURE AGENDA ITEMS

13. **Next Meeting – August 6, 2014**
  - **Action Item: Resolution \_\_\_\_\_ – Series 2014 Resolution considering a Variance – Hawkinson**
14. **Future Meetings:**
  - **County Commissioners**

**15. Set Future Meeting Dates**

a) Council Meetings:

- August 6, 2014
- August 20, 2014
- September 3, 2014

b) Planning & Zoning Commission Meetings:

- July 23, 2014
- August 20, 2014
- September 24, 2014

**16. Other Dates:**

**17. Adjournment**



## **Official Minutes**

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

**Wednesday July 2, 2014**

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

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

**COUNCIL MEMBERS:**

Shelley Bellm  
Earle Bidez  
John Rosenfeld  
Matt Scherr  
Jason Osborne

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 970/827-5645 302 Pine St. Minturn, CO 81645

### **Work Session – 5:00 pm**

- Historical Society Cemetery tour update – Kathy Heicher

The Eagle County Historical Society will be conducting a fund raiser on Sept 6<sup>th</sup>. The fund raiser will include reserved tours of the Minturn Riverside Cemetery. Tours will cost \$15 per person and will run approximately one hour. Information can be found and reservations made at [www.eaglecountyhistoricalsociety.com](http://www.eaglecountyhistoricalsociety.com).

- ECSO IGA Ordinance review – Powell
- Water loss presentation by Public Works – Martinez/Volk

Master meter was producing 10% high, this was replaced. Currently we are running about 20% water loss; this is at the high end of average.

- iAnnotate tutorial – Bellm

### **Regular Session – 6:30pm**

#### **1. Call to Order**

The meeting was called to order by Mayor Hawkeye Flaherty 6:36pm.

- Roll Call

Those present included: Mayor Hawkeye Flaherty, Town Council members, George Brodin, John Rosenfeld, Matt Scherr, Earle Bidez, Ozzy Osborne, and Shelley Bellm.

Staff present: Acting Town Manager Willy Powell, Town Attorney Mike Sawyer, Town Planner Janet Hawkinson, and Town Clerk/Treasurer Jay Brunvand.

- Pledge of Allegiance

## **2. Approval of Agenda**

- Items to be Pulled or Added

Motion by Shelley B., second by John R., to approve the agenda as amended. Motion passed 7-0.

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

- June 18, 2014

Motion by Ozzy O., second Shelley B., to approve the minutes of June 18, 2014 Council Meeting as presented. Motion passed 7-0.

- Action Item Report

Willy P. updated the Council on the Action Item. The Little Beach title report indicates the majority of the property is owned by the Tipton heirs, thus we will have to do a survey plat and a quiet title. We did not get the GOCO Grant approved.

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

Mr. Frank Lorenti, 1081 Main St, requested when we have developers come into Town that they be required to do sidewalks and the like. Wanted to bring up the concern that 947 Main St might have soil pollution issues that should be considered when the property is developed.

## **5. Special Presentations**

# **PUBLIC HEARINGS AND ACTION ITEMS**

## **6. Action Item: Marijuana legislation update and direction – Powell/Sawyer**

Mike S. updated the Council as to process to date. Mike S. noted the time that has been spent to date on this topic. It was further noted that to allocate a limited staff to a project that is not supported by the Council would only cost the Town in time and resources.

After discussion Council directed to add this as a discussion item during the retreat on July 8<sup>th</sup>.

Mr. Frank Lorenti, 1081 Main St, stated the citizens authorized this and directed via a public vote and requested the Council do what the citizens approved and enforce the laws with our police. He stated, no one on the Council was going to change their minds but this is not what the Council wants, it is what the Citizens voted for.

Ms. Lynn Teach, 253 Pine St, noted that three miles down the road are five licenses for medical and/or retail marijuana and we do not need to have it within the Town as well.

**7. Action Item: Ordinance 4 - Series 2014 an Ordinance authorizing the Mayor to sign an intergovernmental Agreement for Police coverage by the Eagle County Sheriff's Office within the Town of Minturn – Powell**

Officer Mike McWilliams was present representing the Eagle County Sheriff's Office for review and questions of the proposed agreement.

Mike S. introduced the issue and asked for clarification of the following:

- Reference II(A)(1)
  - How many actual patrol hours on the clock each month? Officer McWilliams stated the goal and intent is to have 10 patrol hours per day. If the usual deputy is on vacation or sick the Sargent would schedule someone to cover the shift in Minturn. The officer works 11.5 hour shifts the 1.5 hours would include the travel time and other administrative time at the Sheriff's Office. It was also noted that traffic tickets will be written into Minturn Municipal Court not County.
- Reference II(A)(3)
  - How will the hours be monitored and proved out? This is tracked through dispatch when the officer calls in on-duty.
- Reference II(A)(5)
  - This should include Title 8 as well as Title 10. Officer McWilliams stated this would not be a problem and it would be added for second reading.

Discussion ensued as to the vehicles that would be used in Minturn, they are going to be brand new. The two vehicles will be used on an ownership program included in the cost of the agreement. When the agreement ends the vehicles will continue to be owned by the county and will be incorporated into the Sheriff's Office.

Proposed start date is August 1.

Discussion ensued as to enforcement and how much visibility of the officers is expected.

Motion by John R., second by Shelley B., to approve Ordinance 4 – Series 2014 (First Reading) an Ordinance authorizing the Mayor to sign an intergovernmental Agreement for Police coverage by the Eagle County Sheriff's Office within the Town of Minturn as presented subject to adding a reference to Article II(A)(5) that Eagle County Sheriff's Office will also enforce Title 8 of the Town Code. Motion passed 6-1. (Ozzy nay)

## COUNCIL AND STAFF REPORTS

### 8. Town Planner

- Planning Commission Appointments

Recommended to solicit applicants during the fall for three applications, and then in the spring of 2015 for two applicants. Discussion ensued as to the length of time between appointments of the staggered terms.

Mike S. stated once he has a chance to review the options with Staff he will bring it back as a blanket appointment process.

- 947 Main Street Preliminary Subdivision Plat – a rezone from commercial to residential. Hawkeye agreed with Earle B. that we need to protect our zoning on both properties so as to not downzone our commercial. It was felt that spot zoning was not the direction the Council wants to go.
- 1973 Main Street Preliminary Subdivision Plat – this is a mixed use zone, this will allow residential units built to residential code. Several felt that they would rather see a conditional use rather than rezone the property.
- Design Review for Duplex at 850 Main Street – resubmittal scheduled
- Design Review for Duplex at 1131 Main Street – resubmittal scheduled
- Minturn Fitness Sign Approval

### 9. Town Attorney

- Small Claims Case 14S8 – Council was updated on the status in which the case was dropped by the Market vendor who brought forth the case.

### 10. Town Manager

- Code Enforcement

Willy P. outlined the process to date and stated he is going to proceed with a fulltime position and begin advertising for the position next week.

- Town Hall remote access technology and improved presentation capabilities

Willy P. stated that we have some infrastructure in our network system that needs to be addressed first. It was agreed the town's IT upgrades and presentation abilities will be funded out of the existing budget.

Regarding remote voting, Mike S. stated the question that brought this answer was that our charter and state law don't necessarily work together as far as allowing very distinct direction on attendance and voting. Mike S. recommended an ordinance that would not allow boards to vote virtually, but under very defined circumstances the Council could vote virtually.

Direction was to proceed as needed and reasonable.

### 11. Town Council Comments

- Retreat is July 8<sup>th</sup> at 4pm at the Town Hall.

- Shelley B. asked everyone on the Council to consider what they want in a new manager.
- Hawkeye invited everyone to enjoy the 4<sup>th</sup> of July weekend.

## FUTURE AGENDA ITEMS

### 12. Next Meeting – July 16, 2014

- Action Item: Ordinance 4 - Series 2014 (Second Reading) an Ordinance authorizing the Mayor to sign an intergovernmental Agreement for Police coverage by the Eagle County Sheriff's Office within the Town of Minturn – Powell
- Action Item: Ordinance regarding remote access
- Action Item: Resolution regarding a Variance – Hawkinson

### 13. Future Meetings:

- County Commissioners

### 14. Set Future Meeting Dates

a) Council Meetings:

- July 16, 2014
- August 6, 2014
- August 20, 2014

b) Planning & Zoning Commission Meetings:

- July 23, 2014
- August 20, 2014
- September 24, 2014

### 15. Other Dates:

- July 5, 2014: Independence Day Parade & Celebration
- July 8, 2014: Town Council Retreat
- July 10, 2014: Thursday night Concerts in the Park begin

### 16. Adjournment

Motion by John R., second by Ozzy O., to adjourn at 8:17pm.

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Mayor Hawkeye Flaherty

ATTEST:

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Town Clerk, Jay Brunvand

**ACTION ITEMS REPORT**

From: Town Manager  
02-Jul-14

Action Item	Responsible staff	Status
Eagle River Park Grant "History Walk in the Park" and bathrooms	Hawkinson	Plans for bathroom close to bidding. Design for educational portion beginning
Rec Property Clean-up	Martinez Hawkinson	berm constructed. Continue grading, cleanup and beautification
Little Beach Park perfect ownership	Powell	Property report received Powell and Sawyer meeting to define next steps for quiet title
ECSO law enforcement IGA	Powell	Ordinance 2nd reading on July 16
Isolation valves and street work	Hawkinson Martinez	work complete final draw from DOLA being submitted
TAP grant--South Minturn sidewalks	Hawkinson	August 1 submittal date, high priority Meetings with CDOT continuing
2014 Community Master Plan		need to discuss this project in relation to other priorities
Memorialization Guidelines		staff collecting models from other municipalities
Minturn Fitness Center	Powell Rosenfeld Bidez Sawyer	draft Bylaws--Sawyer working on draft Operating Agreement--Sawyer working on review construction/soft cost expenses mixer/electric line--construct and secure easement transfer land ownership to MFC achieve 501.c.7 non-profit status
Minturn Education Fund	Powell	Approve Bylaws achieve 501.c.3 non-profit status

TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 04 – SERIES 2014

AN ORDINANCE AUTHORIZING THE MAYOR OF THE TOWN OF MINTURN TO SIGN AN INTERGOVERNMENTAL SERVICE AGREEMENT BETWEEN THE EAGLE COUNTY SHERIFF'S OFFICE AND THE TOWN OF MINTURN CONTRACTING FOR COOPERATIVE LAW ENFORCEMENT SERVICES IN THE TOWN OF MINTURN, COLORADO.

WHEREAS, the Town of Minturn and the County desire to enter into, and be bound by, an Intergovernmental Agreement for Cooperative Law Enforcement Services dated as of August 1, 2014 whereby the Town contracts with the County for provision of law enforcement services; and

WHEREAS, the Town and County now desire to enter into this agreement and to the terms and conditions associated with the performance of law enforcement protection services within the Town as provided by the County through the Sheriff.

WHEREAS, such intergovernmental agreements are authorized and provided for under Section 29-1-201, *et seq.*, C.R.S.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO:

SECTION 1. The Mayor is authorized to sign an agreement, and such other documents as are reasonably necessary, with the Eagle County Government to enter into an agreement to provide Cooperative Law Enforcement Services in the Town of Minturn, Colorado.

SECTION 2. This Ordinance shall not take effect until the agreement is signed by the representatives of all the necessary parties thereto.

SECTION 3. 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 4. 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 5. 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.

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 2<sup>ND</sup> DAY OF JULY, 2014. 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 18<sup>TH</sup> DAY OF JULY, 2014 AT 6:30 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 BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEB SITE THIS 18<sup>TH</sup> DAY OF JULY, 2014.

TOWN OF MINTURN, COLORADO

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

ATTEST:

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

**INTERGOVERNMENTAL AGREEMENT  
FOR COOPERATIVE LAW ENFORCEMENT SERVICES**

This INTERGOVERNMENTAL AGREEMENT FOR COOPERATIVE LAW ENFORCEMENT SERVICES (the “Agreement”), is made and entered effective the 1st day of August, 2014, between the Town of Minturn, Colorado, a municipal corporation, by and through its Town Council (the “Town”); and the County of Eagle, Colorado, a body corporate and politic, by and through its Board of County Commissioners (the “County”). The Eagle County Sheriff’s Office (the “Sheriff”) will administer this Agreement on behalf of the County and perform the obligations of the County described herein.

**WITNESSETH:**

**WHEREAS**, the Town and the County desire to enter into, and be bound by, an Intergovernmental Agreement for Cooperative Law Enforcement Services dated as of August 1, 2014 whereby the Town contracts with the County for provision of law enforcement services; and

**WHEREAS**, the Town and County now desire to enter into this agreement and to the terms and conditions associated with the performance of law enforcement protection services within the Town as provided by the County through the Sheriff.

**WHEREAS**, such intergovernmental agreements are authorized and provided for under Section 29-1-201, *et seq.*, C.R.S.

**NOW, THEREFORE**, it is agreed as follows:

**I. Purpose of the Agreement**

This Agreement is made between the Town and County to provide for law enforcement protection services as described herein.

**II. Services to be Provided**

The County shall provide the following law enforcement protection services within the corporate boundaries of the Town (hereinafter “Services”). Except as otherwise specifically set forth, the services shall be those duties and functions coming within the jurisdiction of the County pursuant to Colorado law. The standards of peace officer performances, the discipline of deputies and other matters incident to the performance of law enforcement services and control of personnel so employed, shall remain in and under the sole control of the County.

- A. Except as otherwise specifically set forth, the Services shall be the same level of services which are provided for unincorporated areas of similar population density in Eagle County. Said Services shall include, but not limited to, the following:
1. From August 1, 2014 through December 31, 2018, the County will provide 300 hours of patrol services per month within the corporate limits of Town. These hours will include court time, up to 32 hours of training per month, and up to 96 benefit hours per month.
  2. On-call response to complaints and services from the Town or the public. On-call availability shall consist of all daily hours not covered by routine or random patrol and responses to request will be authorized by the on-duty supervisor.
  3. The actual time periods during each day spent in providing patrol services shall be dependent upon several factors including, but not limited to, the day of the week, the time of the month, school day versus non-school day, needs

of the community, holiday, etc. The normal scheduled hours shall be between 0600 hours and 0300 hours. These times will not include travel time to and from Eagle or briefing time. The County is allowed to use flexible scheduling to prevent the development of patrol hour patterns. Extra hours worked in any month will be applied to any month where the number of hours worked does not total the contracted requirement.

4. Patrol services shall include, but not limited to, the following: general traffic enforcement, business checks by foot patrol or vehicle, vacation checks of private residences (as requested), development and maintenance of crime prevention programs for commercial and residential use, special events (Minturn Farmer's Market, Fourth of July, etc.), investigation of traffic accidents (excluding Hwy 24 which will be covered by the Colorado State Patrol), investigation of criminal offenses (including the use of criminal investigators and forensic laboratory capabilities), narcotics investigations and VIN checks.
5. Patrol services shall also include the enforcement of Colorado state statutes and county and municipal ordinances which are of the same type and nature as Colorado laws enforced by the County within unincorporated Eagle County. The County shall enforce Title 10 (Vehicles and Safety) of the Town's Municipal Code. The County will not handle any non-hazardous animal calls under this Agreement. The County shall not act as a Code Enforcement Officer for the Town.
6. The County acknowledges that personnel assigned to the Town have been notified of their duty to cooperate with state and federal officials with regards to enforcement of state and federal laws regarding immigration and their duties to comply with the provisions of C.R.S. § 29-29-103(2).

### III. Municipal and County Court

- A. It is agreed the Sheriff's deputies making arrests or issuing summons to violators for appearance in court shall appear at the appointed time and date to give all evidence and testimony required by the court. Sheriff's deputies failing to comply with this requirement may be subject to disciplinary action by the County. The County shall notify the Town if any disciplinary action is taken by the County in the enforcement of this provision in the monthly report submitted pursuant to Section VI(A).
- B. It is agreed that deputies assigned to the Town will not act as court recorders and are not held responsible for scheduling or monitoring of community service sentenced by the court.
- C. It is agreed that deputies working in the town limits of Minturn, and only when issuing traffic citations, will cite such violations into Minturn Municipal Court (as opposed to state tickets). Deputies will maintain discretion on issuing municipal or state citations for other offenses.

### IV. Personnel and Equipment

- A. It is agreed that the County shall furnish and supply all labor, supervision, equipment, communication facilities for dispatching, cost of jail detention, and all supplies necessary to maintain services to be rendered.
- B. The Town will provide access to the Town Hall and/or other Town owned facilities and equipment for administrative use by the County in conjunction with this

Agreement.

V. Liability of the Parties

- A. Nothing in this Agreement shall constitute a waiver of any of the rights, remedies or obligations of the Colorado Governmental Immunities Act or other Colorado law.
- B. Any person employed by County for the performance of services and functions pursuant to this Agreement shall remain employees of the County on special assignment to the Town for the purposes of this Agreement, and shall not be considered employees of Town. No such County employee shall have any entitlement to compensation, workers' compensation coverage, pension, or civil service benefits from Town. The Town shall not assume any liability for the direct payment of any salaries, wages or other compensation to any County personnel performing services hereunder for the Town, or any liability other than that provided for in this Agreement. Except as herein otherwise specified, the Town shall not be liable for compensation or indemnity to any County employee providing services to the Town under this Agreement, for such employee's injury or sickness, whether or not such injury or sickness arises out of services provided to the Town. The County shall to the extent of County insurance cover such liability, defend and hold harmless the Town against any such claims and provide any required workers' compensation insurance program and unemployment insurance coverage for the County employee. Any release, hold harmless and indemnity given hereunder shall not constitute a waiver of any rights or immunities afforded to the County under § 24-10-107, *et seq.*, C.R.S.

VI. Monthly Reports Provided to the Town

- A. It is agreed that the Sheriff or designee shall provide a monthly written report to the Town Manager detailing law enforcement and public services activities provided under this Agreement. Said report shall be submitted to the Town prior to the 15th of the following month. The contents of the report, or portions thereof, shall be released to the public only upon the written authorization of the Sheriff or when mandated to be released through any court order or provision of the Colorado Open Records Act. The report may also include suggestions and/or accommodation by the Sheriff's office by way of joint efforts between the Town and the County for pro-active community policing programs where applicable.
- B. Prior to the first of each month, the Sheriff will provide to the Town, through the Town Manager, a schedule of the days and times to be worked in the month. This schedule may be modified during the month to conform to the needs of the community as expressed by the Town. The schedule is confidential and will not be released without the written authorization of the Sheriff.

VII. Payments for Services Delivered

- A. The Town hereby agrees to pay the County an amount, not to exceed \$315,000, for the Services per year. The amount paid for 2014 will be prorated for the months Services are provided. (Note: The Town has already paid Vail Dispatch \$30,805 for calendar year 2014 dispatch services that is not included in this amount). Beginning in calendar year 2015 and each year thereafter, an estimated \$25,000 dispatch fee will be added to the contract amount paid by the Town. Beginning in 2016 and each year thereafter, the contract amount will increase by the lesser of five percent (5%) or the

Consumer Price Index for All Urban Consumers (CPI-U) for the Denver-Boulder area. The Town will make equal payments quarterly to the Sheriff's office. Payments are due on the 15<sup>th</sup> of the month in March, June, September, and December.

- B. The Town may deduct from its final monthly payment the sum of \$50.00 for each hour the Services were less than the amounts set forth in Section II (A)(1) cumulatively throughout the year. Extra hours worked in any month will be applied to any month where the number of hours worked does not total contract requirements.
- C. County also agrees that all vehicles used by Minturn deputies are to be marked as "Eagle County Sheriff's Office." The vehicles and equipment will remain the property of Eagle County Government at all times.

#### VIII. Termination of the Agreement

Either party shall have the right to terminate this Agreement at any time provided that the party wishing to terminate provides the other party at least one hundred eighty days (180) written notice of its intention to terminate. The Town shall be liable for payment in full to the County for its Services to the date of the termination of the Agreement.

#### IX. Liaison Between the Parties

- A. It is agreed that the Sheriff shall have full cooperation of the Town, its officers, agents, and employees, so as to facilitate the performance of this Agreement.
- B. It is agreed that for the purpose of maintaining cooperation, local control, and general information on existing complaints and problems in the Town, each party shall appoint a liaison through which written and oral communication between the parties shall be directed. The Town's liaison shall be the Town Manager. The Sheriff will appoint the Undersheriff as the liaison to the Town. It is agreed that the Town shall have full cooperation of the Sheriff and his representatives in response to pre-existing complaints and/or problems and they shall promptly take steps to resolve the situation in a manner mutually agreeable to the Town and the County, understanding that the Sheriff is the final authority on such issues.
- C. The Sheriff will review this Agreement annually to insure that all elements of the Agreement are being met, and will meet with a representative of the Town to review and discuss the performance of the Agreement.

#### X. Renewal and Modification of the Agreement

- A. This Agreement may be renewed in writing signed by the parties. Renegotiation of the terms, payments, and services provided will be included in any renewal agreement.
- B. Any changes to this Agreement shall be made only by written amendment signed by the parties.

#### XI. Term of Agreement

This Agreement shall be effective upon the first day of August, 2014 through the thirty-first day of December, 2018. Notwithstanding the foregoing and any other provisions of this Agreement, the terms and obligations of this Agreement are subject to annual appropriations by the parties so as to not create a multiple fiscal year obligation pursuant to Article X, Section 20 of the Colorado Constitution.

#### XII. Entire Agreement

This written Agreement embodies the whole agreement between the parties hereto and there are no inducements, promises, terms, conditions, or obligations made or entered into either by the County or the Town other than that contained herein.

XIII. Assignment

This Agreement shall be binding upon the respective parties hereto, their successors or assigns, and may not be assigned by anyone without the prior written consent of the respective parties hereto.

XIV. Severability

All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a Court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein.

XV. Authority

The Town represents to the County and, likewise, the County represents to the Town that it possesses the legal ability to enter into this Agreement. In the event that a Court of competent jurisdiction determines that either of the parties hereto do not possess the legal ability to enter into this Agreement, this Agreement shall be considered null and void as of the date of such Court determination.

IN WITNESS WHEREOF, the Town of Minturn, by and through its Town Council, caused this Agreement to be signed by its Mayor and attested by its Town Clerk, and the County of Eagle, by and through its Board of County Commissioners, caused this Agreement to be signed by its Chairman, attested by its Clerk, and approved by its Sheriff, all on the day and year first above written.

//REMAINDER OF PAGE INTENTIONALLY LEFT BLANK//  
COUNTY OF EAGLE, STATE OF COLORADO,  
by and through its BOARD OF COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
Jillian H. Ryan, Chairman

Attest:  
By: \_\_\_\_\_  
Teak J. Simonton, Clerk to the Board

TOWN OF MINTURN, STATE OF COLORADO  
by and through its TOWN COUNCIL

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

Attest:  
By: \_\_\_\_\_  
Clerk to the Town Council

APPROVED:  
By: \_\_\_\_\_  
Joseph D. Hoy, Eagle County Sheriff

TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 05 – SERIES 2014

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO AMENDING CHAPTER TWO OF THE MINTURN MUNICIPAL CODE BY THE ADDITION OF SECTION 2-2-41 TO PROVIDE TERMS AND CONDITIONS FOR LIMITED TELEPHONIC OR ELECTRONIC PARTICIPATION BY MEMBERS OF THE TOWN COUNCIL AT TOWN COUNCIL MEETINGS AND TO EXPRESSLY PROHIBIT TELEPHONIC OR ELECTRONIC PARTICIPATION IN MEETINGS OF OTHER TOWN BOARDS AND COMMISSIONS IN SITUATIONS WHERE SUCH BOARD OR COMMISSION CONSIDERS THE APPROVAL, DENIAL, SUSPENSION OR REVOCATION OF ANY APPLICATION OR PERMIT.

WHEREAS, the Colorado Open Meetings Law, § 24-6-401, *et seq.*, C.R.S., provides that a public meeting may occur by telephone, electronically, or by other means of communication in addition to gathering in person; and

WHEREAS, the Town of Minturn (“Town”) desires to permit limited participation by one or more Town Council Members at Town Council meetings by telephone or electronic means; and

WHEREAS, the Town desires to prohibit participation by telephonic or electronic means of participation by members of other Town boards or commissions if such board or commission is considering the approval, denial, suspension or revocation of any application or permit; and

WHEREAS, the Town Council wishes to amend Chapter Two of the Minturn Municipal Code by the addition of Section 2-2-41.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO:

SECTION 1. The foregoing recitals are incorporated herein as if set forth in full.

SECTION 2. The Minturn Municipal Code is hereby amended to add Section 2-2-41 so that it reads as follows, with additions shown in **bold, double underlined text**:

**Sec. 2-2-41. Telephone and Electronic Participation in Meetings.**

(a) **A Member of the Town Council may participate and vote by telephone or electronic means at a meeting of the Town Council if the Member is unable to physically attend. Such telephonic or electronic participation privileges shall be exercised only in accordance with this Section 2-2-41.**

- (b) For purposes of this Section 2-2-41, the term Member includes the Town Mayor.
- (c) For purposes of this Section 2-2-41, electronic participation means participation by video or similar electronic means which is uninterrupted and provides a Member the ability to clearly hear and participate in a discussion preceding any action by the Town Council.
- (d) Telephonic or electronic participation by a Member shall be permitted only upon the occurrence of the following:
- (1) The Member(s) who desires to participate by telephone or electronically must provide notice of his or her desire to participate by telephone or electronically and his or her telephone or electronic contact information to the Town Clerk sufficiently in advance of the meeting so that the Town may provide the technical means necessary to fulfill such request.
  - (2) The matter in which the Member desires to participate is one that is of significant importance to the Town. For purposes of this Section 2-2-41, a matter is of significant importance to the Town when the Members physically present at a Town Council meeting determine, in their sole discretion, that the matter is of significant importance to the Town. Such determination shall be made by the vote of a majority of the Members physically present at the Town Council meeting.
- (e) A Member participating in a Town Council meeting by telephone or electronic means shall not be counted toward the establishment of a quorum for any Town Council meeting.
- (f) It is the intent of this Section 2-2-41 that telephonic or electronic participation shall be an infrequent or occasional substitution for physical attendance by a Member at Town Council meetings.
- (g) Notwithstanding a vote by the Members physically present at the Town Council meeting to permit telephonic or electronic participation by a Member in a Town Council meeting, the Members may discontinue the use of the telephonic or electronic participation by a Member where the telephonic or electronic participation results in unreasonable delays or interference in the Town Council meeting process. Such discontinuance shall be decided by a majority vote to discontinue the telephonic or electronic participation by those Members physically present.
- (h) Application of this Section 2-2-41 is expressly limited to meetings of the Town Council. The members of other Town boards and commissions shall not have the privilege of telephonic or electronic participation in meetings when they are considering the approval, denial, suspension or revocation of any application or permit.

SECTION 3. All ordinances heretofore passed and adopted by the Town Council of the Town of Minturn, Colorado, are hereby repealed to the extent that said ordinances, or parts thereof, are in conflict herewith.

SECTION 4. If any section, subsection, clause, phrase, or provision of this ordinance, or the application thereof to any person or circumstance, shall to any extent, be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this ordinance, or the application thereof to any person or circumstance, shall remain in full force and shall in no way be affected, impaired or invalidated.

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 16<sup>th</sup> DAY OF JULY, 2014. 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 6<sup>th</sup> DAY OF AUGUST, 2014 AT 6:30 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 BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEB SITE THIS 6<sup>th</sup> DAY OF AUGUST, 2014.

TOWN OF MINTURN, COLORADO

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

ATTEST:

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