



2014

Minturn Council Meeting

Wednesday November 19, 2014

Work Session: **5:00pm**
(Town Center)

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

**REMEMBER TO BRING YOUR 2015
BUDGET BOOK.**



Agenda

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

Wednesday November 19, 2014

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

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 – 5:00pm

Please remember to bring your FY2015 Budget Book

- 2014 Budget Review – Brunvand
 - Progress update
 - Community funding requests discussion
 - Projects for 2015
 - Review of Budget Ordinances
 - Question/Answer

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**
 - November 5, 2014
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: Resolution 19 – Series 2014 interview and consideration to appoint a Planning Commissioner – Hawkinson**
7. **Action Item: Ordinance 09 – Series 2014 (Second Reading) an Ordinance considering annual approval of an IGA with Eagle County for Animal Control services – Brunvand**
8. **Action Item: Ordinance 10 – Series 2014 (Second Reading) an Ordinance approving the lease of land for Wilcon Energy – Powell/Sawyer**
9. **Public Hearing: – 2nd Public Hearing on proposed fiscal year 2015 Budget – Brunvand**
 - Remaining FY2015Budget Questions:
 - Direction on Funding Requests
 - Direction on 2015 projects
 - Brief update of the Water Rate Committee discussions and progress – Powell/Brunvand/Brodin/Bidez
 - Question/Answer
10. **Discussion/Action Item: Ordinance 11 – Series 2014 (First Reading) 1st Reading An Ordinance Creating a Supplemental Appropriation to the 2014 Town of Minturn Budget – Brunvand**
11. **Discussion/Action Item: Ordinance 12 – Series 2014 (First Reading) 1st Reading An Ordinance Setting the 2015 General Property Tax Mill Levy for the Town of Minturn – Brunvand**
12. **Discussion/Action Item: Ordinance 13 – Series 2014 (First Reading) 1st Reading An Ordinance Adopting the Fee Schedules for Fiscal Year 2015 for the Town of Minturn – Brunvand**

13. Discussion/Action Item: Ordinance 14 – Series 2014 (First Reading) 1st Reading An Ordinance Adopting and Recognizing the Town of Minturn’s 2015 Revenues and Expenses by Fund – Brunvand

COUNCIL AND STAFF REPORTS

14. Town Planner

- Railroad Committee
- Eagle Park Bathroom
- Boneyard Conservation Easement
- Code Re-write

15. Town Manager

- Manager’s Report
- Discussion of Engineering Services
- Action Report

16. Town Attorney

17. Town Council Comments

FUTURE AGENDA ITEMS

18. Next Meeting – December 3, 2014

- Meeting: Discussion/Action – Meeting: Discussion/Action – 2nd and Final Reading of proposed 2014 Budget Ordinances – Brunvand Dec 3, 2014
- Worksession: Joint Council/Planning Commission meeting to discuss the Zoning Code moratorium – Hawkinson Dec 3, 2014

19. Future Meetings:

- Work session: consideration of approving retail sales of marijuana – Powell/Sawyer Jan 21, 2015
- 2015 Building Code update – Charlie Davis
- Meeting: Discussion/Action Joint Council/Planning Commission meeting to discuss the Zoning Code moratorium – Hawkinson
- Meeting: Discussion/Action Kohlhoffer variance January 7, 2015 – Hawkinson
-

20. Set Future Meeting Dates

- a) Council Meetings:
- December 3, 2014
 - December 17, 2014
 - January 7, 2014

b) Planning & Zoning Commission Meetings:

- November 12, 2014
- December 10, 2014
- January 14, 2015

21. Other Dates:

22. Adjournment



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

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

MEMORANDUM

TO: Minturn Town Council
FROM: Jay Brunvand, Treasurer/Clerk
CC: Willy Powell, Acting Town Manager
DATE: Wednesday November 5, 2014
RE: FY 2015 Proposed Budget

During the past several meetings we have discussed and agreed on a number of goals and projects to complete in 2014 and to accomplish in 2015. This Worksession we will continue to review the Departments and Funds beginning with the Enterprise Fund.

During this meeting we will concentrate on the Community Funding requests and other funding issues. In addition, a separate discussion will entail the Capital Projects that we have been discussing. This discussion will give Staff the direction needed to proceed with funding and allocation of the projects in the budget.

Direction Requested: Community Funding requests and other
Council has heard presentations from those community groups requesting funding from the Town of Minturn in the 2015 Budge in addition to two other items.

Direction is requested as to the funding levels to be included in the 2015 Budget for each organization. Attached to this memo is a summary of the requests and Staff's Recommendation.

Direction Requested: 2015 Projects
Council has discussed recommended projects to be completed in 2015. See the attached memo.

Direction is requested for 2015 projects to be constructed, two alternatives are presented.

FY2015 BUDGET FUNDING REQUESTS

| DISCRIPTION | REQUESTED BY | FUNDED FROM | FUNDED IN 2014 BUDGET | NOTES | |
|--------------------|---|--|-----------------------|----------------------------|--|
| 1 | Augustana/Castle Peak *This is the 2nd of a 4yr program \$10,000 | Lisa Pease | 01-01-5271 | \$10,000.00 | |
| 2 | World Cup 2015 \$20,000 *Note: Ton also committed \$15k in 2014 | TOWN OF MINTURN and World Cup 2015 | 01-01-5271 | \$15,000.00 | |
| 3 | Vail Valley Partnership and Economic Council of Eagle Co \$5,000 | Chris Romer | 01-01-5271 | \$2,500.00 | |
| 4 | Request from Radio Free Minturn \$1,500 | Radio Free Minturn - Brian Duchinsky | 01-01-5271 | \$1,000.00 | |
| 5 | Walking Mountain Science Center \$2,000 | Doug Dusenberry, Dirctor of Major an planned Gifts | 01-01-5271 | \$1,000.00 | |
| 6 | EC School Dist (for Maloit park mosquito Control \$1,300 | John Widerman Maloit Park Manager | 01-01-5271 | \$1,300.00 | |
| 7 | Minturn Community Fund \$10,000 | Guy Patterson | 01-01-5271 | \$10,000.00 | |
| 8 | Red Sandstone 4th Grade trip \$265/child | | 01-01-5271 | \$0.00 | |
| 9 | Eagle County Trails Group - Momentum \$1,000 | | 01-01-5271 | \$0.00 | |
| OTHER ITEMS | | | | | |
| | Payoff Water Debt | | 02-07-7970 | \$206,092.11 \$5,551.72 | Interest savings over 22years would be \$139,683.02. Funds would come from Restricted cash |
| | Staff Dec 15 Bonus | | Various | | \$1,000 and \$100 >1yr = \$8,100 NOTE: this would come from 2014 NOT 2015 |
| | | | | | |

| | |
|---|-------------------|
| Staff Recommendation on Funding Requests: | 2015 budget |
| 2015 Budget | 42,000.00 |
| #s 1-2 committed | <u>-30,000.00</u> |
| | 12,000.00 |
| Fund 3,4,5,6 at 2014 | <u>-5,800.00</u> |
| | 6,200.00 |
| Minturn Comm Fund | -5,500.00 |
| Red Sandstone | -200.00 |
| Momentum | <u>-500.00</u> |
| | <u>0.00</u> |

To: Town Council
Fr: William Powell

Re: 2015 Projects

Staff needs specific direction for 2015 projects to be performed. We have approximately \$200,000 to spend to make improvements in town. Staff has heard different alternatives to focus on during: Council discussion, input from the Economic Development Committee and others. Two general alternatives have been discussed as follows. Both have merits, but staff needs decisions so projects can be planned and engineered over the winter months.

Alternative 1
Entryway and 100 Block

Staff has previously presented ideas regarding the entryway project which would provide beautification and safety improvements and better access control. Regarding the 100 block, many believe wrongly that it is planned and engineered, but it is not. If we are to proceed, detailed planning and engineering must take place. This alternative would include funding of Guide Signs. Please know that a \$200,000 budget will very likely not construct both sides of the 100 block. Staff prefers this alternative.

Alternative 2
Spread the "Wealth"

This alternative would evaluate needs throughout the community and would consider the following projects. Please note Staff and Council may need to further prioritize because the \$200K might not fund all projects.

STREETS

- Norman
- Pine
- Intersection of Pine and Mann (Dennis property)
- Road Base for Minturn Rd. (agreement with Eagle County)
- Speed control Taylor—table tops?
- Plan and engineer entryway and 100 block for possible 2016 construction

SIDEWALKS

- Harrison (between Boulder and Main)

GUIDESIGNS

- On Main only or also include other off-line identification signs.

FACILITIES

- Material Storage bins

Community Contributions

| Name | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 req |
|-----------------------------------|-----------------|-----------------|------------------|------------------|------------------|------------------|
| Augustana/Castle Peak Senior Care | | | | | 10,000.00 | 10,000.00 |
| WORLD CUP 2015 | | | | | 15,000.00 | 20,000.00 |
| Vail Valley Partnership | | | | 2,500.00 | 2,500.00 | 5,000.00 |
| Radio Free Minturn | 1,000.00 | 2,000.00 | 500.00 | 1,000.00 | 1,000.00 | 1,500.00 |
| Walking Mountain | | | | 1,000.00 | 1,000.00 | 2,000.00 |
| Minturn Community Fund | 3,000.00 | 7,500.00 | 10,000.00 | 10,000.00 | 10,000.00 | 10,000.00 |
| Red Sandstone Read-a-thon | | | | | | ??? |
| Eagle County Trails Group | | | | | | 1,000.00 |
| ECO Schools - Misquito Control | | | | | 1,300.00 | 1,300.00 |
| TOTAL | 4,000.00 | 9,500.00 | 10,500.00 | 14,500.00 | 40,800.00 | 50,800.00 |

| DESCRIPTION | ACTUAL 2011 | ACTUAL 2012 | ACTUAL 2013 | ACTUAL 2014 | BUDGETED 2015 | PROJECTED 2016 | PROJECTED 2017 | PROJECTED 2018 | PROJECTED 2019 | PROJECTED 2020 |
|---|-------------|-------------|-------------|-------------|---------------|----------------|----------------|----------------|----------------|----------------|
| DEBT SERVICE | | | | | | | | | | |
| PRINCIPAL - CATERPILLAR | 13,720.00 | 13,720.00 | 16,020.89 | 16,302.11 | 16,772.43 | | | | | |
| INTEREST - CATERPILLAR | 4,045.00 | 4,045.00 | 1,235.44 | 954.22 | 483.89 | | | | | |
| PRINCIPAL - 91 \$360K WATER AUTHORITY | 35,000.00 | | | | | | | | | |
| INTEREST - 91 \$360K WATER AUTHORITY | 1,715.00 | | | | | | | | | |
| PRINCIPAL - 98B (92B) \$100K WATER PLANT LOAN | 4,943.62 | 4,873.94 | | | | | | | | |
| INTEREST - 98B (92B) \$100K WATER PLANT LOAN | 441.76 | 221.76 | | | | | | | | |
| PRINCIPAL - 95 \$300K CWRPDA | 18,056.69 | 18,883.06 | 19,747.24 | 20,650.99 | 21,596.07 | 5,551.72 | | | | |
| INTEREST - 95 \$300K CWRPDA | 4,400.00 | 3,573.64 | 2,709.44 | 1,805.71 | 860.61 | 62.46 | | | | |
| PRINCIPAL - 97 265K RD A | 4,212.31 | 4,425.56 | 4,649.60 | 4,884.99 | 5,132.29 | 5,392.11 | 5,665.08 | 5,951.88 | 6,253.20 | 6,569.77 |
| INTEREST - 97 265K RD A | 11,173.59 | 10,960.34 | 10,736.30 | 10,500.91 | 10,253.41 | 9,993.79 | 9,720.82 | 9,434.02 | 9,132.70 | 8,816.13 |
| PRINCIPAL - 97 \$260K RD B | 4,200.21 | 4,407.47 | 4,624.95 | 4,853.17 | 5,092.64 | 5,343.94 | 5,607.62 | 5,884.33 | 6,174.69 | 6,479.37 |
| INTEREST - 97 \$260K RD B | 10,640.59 | 10,433.33 | 10,215.85 | 9,987.63 | 9,748.16 | 9,496.86 | 9,233.18 | 8,956.47 | 8,666.11 | 8,361.43 |
| TOTAL LONG TERM DEPT | 112,548.77 | 75,544.10 | 69,939.71 | 69,939.71 | 69,939.50 | 35,840.88 | 30,226.70 | 30,226.70 | 30,226.70 | 30,226.70 |
| PRINCIPAL - TOWN CENTER | 120,000.00 | 165,000.00 | 170,000.00 | 185,000.00 | 195,000.00 | 200,000.00 | 205,000.00 | 215,000.00 | 225,000.00 | 230,000.00 |
| INTEREST - TOWN CENTER | 63,462.50 | 60,937.50 | 57,637.50 | 52,537.50 | 46,987.50 | 40,650.00 | 34,150.00 | 25,950.00 | 17,950.00 | 3,912.50 |
| NET DEBT SERVICE | 183,462.50 | 225,937.50 | 227,637.50 | 237,537.50 | 241,987.50 | 240,650.00 | 239,150.00 | 240,950.00 | 242,350.00 | 238,912.50 |
| PRINCIPAL - CATERPILLAR | 13,720.00 | 13,720.00 | 16,020.89 | 16,302.11 | 16,772.43 | | | | | |
| INTEREST - CATERPILLAR | 4,045.00 | 4,045.00 | 1,235.44 | 954.22 | 483.89 | | | | | |
| NET DEBT SERVICE | 17,765.00 | 17,765.00 | 17,256.33 | 17,256.33 | 17,256.32 | | | | | |
| TOTAL ANNUAL DEBT PAYMENT | 313,776.27 | 319,246.60 | 314,833.54 | 324,733.56 | 329,183.32 | 276,490.88 | 269,376.70 | 271,176.70 | 272,576.70 | 269,139.20 |

Note: ① Proposal to pay off - would save 1139,683.02 over 22 years
 ② Final year - I will contact note holder to pay off early in 2015
 To save money
 ③ Proposal to pay off in 2015

During the last meeting we reviewed the General Fund. From that discussion the following items were directed from Council:

- The position of Town Manager was approved by Resolution to appoint Willy Powell to a long term agreement at less than full time. Savings realized by the less than full time agreement will be allocated to pursuing a part time Engineer position. At the meeting tonight Council will review and discuss a draft RFQ for this proposal.
- The Monthly newsletter has been added back and will be handled in-house.

In previous meetings the Council has reviewed and proceeded with the following:

- The increase in employee insurance costs was discussed in depth. Staff annually reviews all insurance costs. Although this is a steep increase in the medical insurance it was noted that the increase is approximately 10%, the national average in 2015 is 12-25%. The budget is based on the 2014 current expenses plus a flat 15% increase therefore this is a conservative number. Staff will continue to monitor this expense line and compare options. It was noted that options are very limited due to the Town's small staff.
- Allocate for 24 Planning Commission meetings. This brings the Planning Commission up to two meetings per month to be held on the 2nd and 4th week of each month as needed. This is an increase in budget from \$6,750 to \$9,000
- Under the Police/Court/Code Enforcement the allocation for uniforms was to be reduced from \$750 to \$500
- Under the Economic Development Dept it was requested that the introductory page be more concise and the demise of the Newsletter and its associated costs be reviewed. Council felt this was an asset to the citizens that should be retained. This item was cut in order to allocate those funds to other programs including the World Cup 2015 costs. If the newsletter is reinstated it would be at a cost of \$5,000.
- Under the Public Works Department Council discussed the allocation of \$8,000 for Public Building R&M stating that in prior years this cost was two to three times the 2015 allocation. It was noted that this item was a concern of Staff that it had been miss spent over the two years it had been utilized. After evaluation this line item was increased to \$12,000; a \$4,000 increase in costs.
- Capital projects were discussed and will proceed with some changes.

Summary of changes thus far:

| | |
|---|----------------|
| Current Gen Fund Ending Balance – Net Gain/(Loss) | (93.92) |
| Effects of Town Manager Position proposal | |
| Current 70% Manager Allocation | 70,000 |
| Taxes and Benefits | <u>38,493</u> |
| | 108,493 |
| Proposed 70% Manager Allocation | -51,480 |
| Proposed Engineer Allocation | -46,100 |
| PR Taxes | <u>- 5,286</u> |
| | -105,045 |
| Manager House Rent | <u>28,800</u> |
| | <u>-76,245</u> |

| | | |
|-------------------------------|--------|---------------|
| Net Gain/(Loss) | 32,248 | 32,248 |
| Planning Commission Meetings | | -2,250 |
| Police/Court/Code Enforcement | | - 250 |
| Economic Development | | -5,000 |
| Public Works | | <u>-4,000</u> |
| Estimated Net Gain/(Loss) | | 20,748 |

*Note: with the Manager Proposal the Enterprise Fund will see a savings of approximately \$15,000.

Following is an estimate for 12/31/14:

| | Gen Fund | Ent Fund |
|--------------------------------|----------------------|----------------------|
| Est. Cash Balance - 12/31/2013 | 1,091,996.00 | 1,218,556.00 |
| Est. Income - 2014 | 1,526,357.00 | 906,523.00 |
| Est. Expense - 2014 | <u>-1,560,866.00</u> | <u>-1,023,426.00</u> |
| 2014 Net | <u>-34,509.00</u> | <u>-116,903.00</u> |
| Est. End Cash Bal - 12/31/14 | <u>1,057,487.00</u> | <u>1,101,653.00</u> |
| Restricted Cash Reserves | | |
| TABOR | -50,771.00 | |
| Police Dept Training | 940.00 | |
| 6mo Operating Reserve | -826,262.00 | |
| Restricted for Infrastructure | | -965,000.00 |
| Cash above Reserves | <u>181,394.00</u> | <u>136,653.00</u> |

| | Gen Fund | Ent Fund | Account # |
|--|----------|----------|-----------------------|
| Projects to be completed in 2014: | | | |
| Conservation easement | | 10,000 | 02-09-8000 |
| Town Manager position review | | | 01-01-5209 - Savings |
| MMC Chapter 16 & 17 | 5-7,000 | | Max cost-See timeline |
| Bridge Repairs | 20,000 | | 01-06-5352 |
| Water Plant filter fence | | 18,000 | 02-06-5293 |
| Taylor RR crossing repairs | 15,700 | | 01-06-5352 |

Following is an estimate for 12/31/2015

| | Gen Fund | Ent Fund |
|--------------------------------|----------------------|---------------------|
| Est. Cash Balance - 12/31/2014 | 1,057,487.00 | 1,101,653.00 |
| Est. Income - 2015 | 1,533,380.00 | 828,586.25 |
| Est. Expense - 2015 | <u>-1,556,231.92</u> | <u>-826,005.07</u> |
| 2014 Net | <u>-22,851.92</u> | <u>2,581.18</u> |
| Est. End Cash Bal - 12/31/15 | <u>1,034,635.08</u> | <u>1,104,234.18</u> |

| | | |
|-------------------------------|-------------------|-------------------|
| Restricted Cash Reserves | | |
| TABOR | -50,771.00 | |
| Police Dept Training | 940.00 | |
| 6mo Operating Reserve | -826,262.00 | |
| Restricted for Infrastructure | | -965,000.00 |
| Cash above Reserves | <u>158,542.08</u> | <u>139,234.18</u> |

| | Gen Fund | Ent Fund | Account # |
|--|----------|----------|------------------------|
| Projects to be completed in 2015: | | | |
| (see pages 81-90 for complete detail) | | | |
| Adoption of 2015 Building Code | | | minimal cost if any |
| Pave Norman-Pine to Boulder | 30,000 | | 01-06-5352 |
| Loop water line along Mann Ave | | 25,000 | 02-06-5293 Restricted |
| Entry way and 100blk | | | Dependent on TAP grant |
| Conservation Easement grant | | | |

Projects that are currently being considered by a Committee:

- 2015 water rates

Projects that are pending:

- Marijuana Ordinance
- PW material storage bins: this item is pending a complete site plan. Purchase of this would come from savings.
- Conservation Easement grant: this would be to complete the Boneyard and should be done after the Easement is in place so as to use it as a guide.



Official Minutes

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

Wednesday November 5, 2014

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

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 – 5:00pm

Please remember to bring your FY2015 Budget Book

- Public Works Update – Martinez
- 2014 Budget Review – Brunvand
- Ordinance 9-Series 2014 – Review of IGA for Animal Control Services
- Ordinance 10-Series 2014 – Review of Wilcon Energy land lease
- Resolution 18-Series 2014 – Review of Town Administrator agreement
 - Shelley B. noted that the position of Engineer should be based on an RFP

Regular Session – 6:30pm

1. Call to Order

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

- Roll Call

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

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

- Pledge of Allegiance

2. Approval of Agenda

- Items to be Pulled or Added

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

3. Approval of Minutes

- October 15, 2014
- Change motion to approved as amended
- Also note that on page 4 of 6 third paragraph from the bottom that the entitlements had expired on Koellhoffer.

Motion by Johnie R., second by Shelley B., to approve the minutes of October 15, 2014 as amended. Motion passed 7-0.

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. Public Hearing: – 1st Public Hearing on proposed fiscal year 2015 Budget – review Public Funding Requests – Brunvand

Hawkeye opened the Public Hearing for the purpose of discussion and comment on the Fiscal year 2015 proposed budget.

- Committed Community Funding Requests
 - Augustana/Castle Peak - Lisa Pease

Matt S. recused himself from the Board in order to present the program to the Council in Ms. Pease's stead. This funding request is the second year of a four year commitment of which the

Town has agreed to fund \$10,000 in each of the four years. Matt S. noted that the project has met its \$4.6m funding goal and will begin construction in 2015 with an opening date in 2016.

- World Cup 2015 - Staff

Jay B. updated Council on the two part contribution that includes \$15,000 in 2014 and \$20,000 in 2015. Council committed to this funding several months ago. Because the funds are coming from this funding line item it is included as part of the Public Hearing.

- Community funding requests – Brunvand

- Vail Valley Partnership - Chris Romer

Mr. Chris Romer highlighted the Partnership's community work and its current request. They are asking for \$5,000 in 2015. In 2014 the Town contributed \$2,500.

- Radio Free Minturn - Brian Duchinsky

Mr. Andrew Trumbue, Radio Free Minturn Treasurer presented for the program. They are requesting \$1,500. In 2014 the Town contributed \$1,000.

- Walking Mountain Science Center - Doug Dusenberry

Mr. Doug Dusenberry presented for the program. They are requesting \$2,000 for 2015. In 2014 the Town contributed \$1,000.

- Minturn Community Fund - Guy Patterson

Mr. Guy Patterson, Ms. Maren Cerimele, and Ms. Diana Scherr presented for the MCF. They are requesting \$10,000 for 2015. In 2014 the Town contributed \$10,000. Ms. Scherr noted that Earle B. is a member of the Minturn Community Fund Board.

- Red Sandstone 4th Grade (EC School Dist) – Valery Blevins

Ms. Valery Blevins presented for the Red Sandstone class. They are asking the Town to fund under the various options outlined in the packet. Red Sandstone has not requested funding in prior years.

- Eagle County Trails Group –

Mr. Matt Thompson presented for the organization. They are asking for \$1,000 from the Town in 2015. They have not requested funding in the past. It was noted that this is not a formed nonprofit entity, therefore, the Town would want to have an agreement for a deliverable product.

- EC School Dist-John Widerman

Mr. John Widerman presented the program. It was noted that although this is being requested by the Eagle County School District the program is not completely funded by the District and this is a very specific need within the Maloit Park itself. The program is requesting \$1,300 in 2015. The Town contributed \$1,300 in 2014.

- Other Funding Questions – Brunvand

- Question/Answer

Hearing no further comments the Public Hearing was closed. Hawkeye stated decisions on the funding levels would be considered at the November 19, 2014 meeting. This is the first of two Public Hearings on the FY2015 Budget, the second hearing will take place on November 19, 2014 at 6:30pm in the Town Council Chambers at 302 Pine St. Citizens may also contact the Town Treasurer during regular business hours at 970/827-5645.

Shelley B. recommended the funding requests be discussed during the November 19 Worksession.

7. Action Item: Proclamation in support of Colorado Gives Day – Powell

Hawkeye read the Proclamation for the record.

Ms. Paula Palmateer, Becka Gould, Krista Van Norm, Maren Cerimele and Mr. Darell Wegert spoke for the proclamation. It was noted the fund raising event is December 9th. Website for information and to contribute is www.eaglecountygives.org

Motion by Shelley B., second by Ozzy O., to approve a Proclamation in support of Colorado Gives Day. Motion passed 7-0.

8. Action Item: Ordinance 09-Series 2014 (First Reading) an Ordinance considering annual approval of an IGA with Eagle County for Animal Control services – Brunvand

Discussion ensued as to the need to have the Town Manager work with Animal Control to have enforcement during the early and late hours to address the time when the animals are running at large, not just 8-5 M-F.

Motion by Ozzy O., second by George., to approve Ordinance 09-Series 2014 (First Reading) an Ordinance considering annual approval of an IGA with Eagle County for Animal Control services as presented. Motion passed 7-0.

9. Action Item: Ordinance 10 – Series 2014 (First Reading) an Ordinance approving the lease of land for Wilcon Energy – Powell/Sawyer

Willy P. outlined the highlights of the lease agreement. It was noted this is a three year lease with a three year extension option.

Motion by Shelley B., second by Johnie R., to approve Ordinance 10 – Series 2014 (First Reading) an Ordinance approving the lease of land for Wilcon Energy as amended to require the renewal to be approved by Council and remove the reference to “asphalt” in the Whereas. Motion passed 7-0.

10. Action Item: Consideration of Resolution 18 – Series 2014: A Resolution Approving an Employment Agreement for the Town Administrator – Powell

This agreement was reviewed by our insurance provider, CIRSA, and their requests have been incorporated. It was noted that this contract would require Social Security and Medicare. Also it was requested that time be built in to the contract to address the job search at the end of the contract.

Motion by Shelley B., second by George B., to approve Resolution 18 – Series 2014: A Resolution Approving an Employment Agreement for the Town Administrator as amended with the date adjustment of May 31, 2015 from August 31, 2015. Motion passed 7-0.

GENERAL IMPROVEMENT DISTRICT

The General Improvement District Board was called to order at 8:30 pm, those present included

| <u>Board of Directors</u> |
|----------------------------------|
| Gordon “Hawkeye” Flaherty, Mayor |
| George Brodin, Mayor Pro Tem |
| Shelley Bellm |
| Earle Bidez |
| Ozzy Osborne |
| John Rosenfeld |
| Matt Scherr |
| David Kleinkopf - absent |
| Sarah J. Baker, Esq. - absent |

Hawkeye asked if the Board would like to table this to the next meeting. It was directed to hold the GID meeting as noticed.

11. ADMINISTRATIVE MATTERS

- Approve Agenda

Motion by Johnie R., second by Shelley B., to approve the agenda as presented. Motion passed (7-0).

- Review and approve minutes from the November 6, 2013 Board Meeting

Motion by George B., second by Earle B., to approve the Minutes of November 6, 2013 as presented. Motion passed (5-0) Matt and Ozzy abstained as they were not present at that meeting.

12. FINANCIAL MATTERS

- Discuss and consider ratifying appointment of Town Staff to prepare 2015 GID Budget

Motion by Ozzy O., second by Johnie R., to appoint the Town Staff to prepare the 2015 GID Budget. Motion passed (7-0).

- Discussion/Action – 2015 General Improvement District Budget: Public Hearing and Board Comments

Action Recommended:

- a. Open Public Hearing

Hawkeye opened the GID Budget Public Hearing.

- b. Staff Presentation

Jay B. gave an overview of the budget and answered any questions.

- c. Public Comment or Testimony

There were no public comments.

- d. Board Comments

There were no Board comments.

- e. Close Public Hearing

The Public Hearing was closed.

- Discussion/Action – Consider adoption of Resolution No. 2014-11-01 a Resolution to adopt the Fiscal year 2015 Budget

Motion by Shelley B., second by Johnie R., to approve adoption of Resolution No. 2014-11-01 a Resolution to adopt the Fiscal year 2015 Budget. Motion passed (7-0).

- Discussion/Action – Consider approve of Resolution No. 2014-11-02 a Resolution to appropriate sums of money for the Fiscal year 2015 Budget

Motion by Johnie R., second by Ozzy O., to approve Resolution No. 2014-11-02 a Resolution to appropriate sums of money for the Fiscal year 2015 Budget as presented. Motion passed (7-0).

13. OTHER BUSINESS

- Discuss and set meeting dates for 2015:
 - Board Meeting to consider budget approval set for November 4, 2015 6:30pm at the Minturn Town Center, 302 Pine Street, Minturn, CO 81645
 - a. Alternative Date: This item closely follows the State and the Town of Minturn's budget cycle. If an alternative is considered it should be considered as the Board in conjunction with the GID Council.

Motion by Ozzy O., second by Johnie R., to set the next GID Board meeting for November 4, 2015 6:30pm at the Minturn Town Center, 302 Pine Street, Minturn, CO 81645. Motion passed 7-0

14. ADJOURNMENT (as GID and reconvene as Council)

Motion by Shelley B., second by Ozzy O. to adjourn the GID Board at 8:39pm. Motion passed 7-0.

COUNCIL AND STAFF REPORTS

15. Town Planner

- **Council Call-up: Design approval for 436 Taylor St – completion of a duplex that was started in 2006**

Janet H. gave an overview of the Call up. This item was called up because the site plan as approved was granted in 2006 has expired. The definition of building height has changed. The intent was to limit heights to 28ft average roof line above the ground on all sides of the building.

The mid-roof line conforms with the code on some sides of the home, however each side of the structure needs to be in conformance with the mid-roof line not exceeding 28ft. This project exceeds that limit by 6ft on the front of the home. In order to allow for the property to be graded for access the front is not in compliance.

Minturn Code states natural or finished grade, whichever is more restrictive.

Mr. Garth Koellhoffer, owner, presented.

Matt S. noted that because the land is such that it would be unbuildable that a variance could be applied for to accommodate the structure.

Direction was given to Staff to proceed with a Variance application for the property.

Motion by Shelley B., second by George B., to continue the Call Up to January 7, 2015 to allow the applicant time to file a Variance Application for the property. Motion passed 7-0.

16. Town Manager

- **Manager's Report**

Pooh Corner

Regulations for day care necessitate a six foot high fence around the play area. The Eagle County School District owns the property with Pooh Corner as tenant. The existing fence is a chain link fence and the District and Pre-School would like to stay with chain link material. The chain link fence has the advantage of the staff to see people outside of the playground, and residents can see children at play. However, chain link is currently not allowed by code and would require a variance. Additionally a variance for height is needed. The town has two alternatives.

The School District can apply for a variance which they are willing to do for good community relations. Alternatively, the town could make a decision to allow because the School District is an independent authority that does not have to abide by town regulations. Please give direction to staff.

Direction on the fence at Pooh Corner for a 6ft chain link fence. This fence is required due to state regulations. Under state law independent governmental entities such as the School District are not required to comply fully with other government regulations. They are willing to apply for a Variance or the Town can just grant the authorization.

Matt S. stated his desire would be that it not be a chainlink fence. Shelley B. noted the 6ft height is a concern when it impedes line of sight for vehicles; this property does not affect line of sight. Concern was expressed and discussed regarding the use of chainlink. The daycare desires a chain link to allow for safety concerns for the children.

Direction was to ask them to follow the variance process and waive the fee.

Vail Restrooms

The Town of Vail is making an existing, pre-fabricated restroom available to Minturn. The restrooms can generally be described as follows: men's and women's, two toilets and one sink each, a central mechanical room, stainless steel walls, seasonal use. Vail is removing the restroom to build a larger restroom and the removal will take place next Spring. Vail is negotiating a contract for removal and construction of the new restrooms. I have asked and they have agreed to include an alternate in the bid package for re-construction in Minturn. The restrooms could possibly be used at Little Beach or Boneyard. Both locations need utility extensions.

Dowd Junction

I previously sent you an email about town desires for future uses at Dowd Junction if the USFS disposes. Staff has not yet met with FS officials and we are still trying to coordinate a date. Your thoughts are welcome.

17. Town Attorney

18. Town Council Comments

Discussion ensued on the need of a staff engineer. Direction was to proceed with an RFP for engineering services and to include that in the budget. Also to provide supporting documentation of the recent engineer billings.

FUTURE AGENDA ITEMS

19. Next Meeting – November 19, 2014

- Worksession – review Community Funding Requests

- Meeting: Discussion/Action – 2nd Public Hearing on proposed fiscal year 2014 Budget **and** First Reading of Budget Ordinances – Brunvand 11/19/13

20. Future Meetings:

- Jan 21, 2015: Work session: consideration of approving retail sales of marijuana – Powell/Sawyer
- Meeting: Discussion/Action – 2nd and Final Reading of proposed 2014 Budget Ordinances – Brunvand 12/3/13
- 2015 Building Code update – Charlie Davis
- Meeting: Discussion/Action Joint Council/Planning Commission meeting to discuss the Zoning Code moratorium – Hawkinson Dec 3, 2014
- Meeting: Discussion/Action Kohlhoffer variance January 7, 2015 – Hawkinson

21. Set Future Meeting Dates

a) Council Meetings:

- November 19, 2014
- December 3, 2014
- December 17, 2014

b) Planning & Zoning Commission Meetings:

- October 8, 2014
- November 12, 2014
- December 10, 2014

22. Other Dates:

23. Adjournment

Motion by Johnie R., second by Earle B., to adjourn the meeting at 10:03pm.

Mayor Hawkeye Flaherty

ATTEST:

Town Clerk, Jay Brunvand

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 19 – SERIES 2014**

**A RESOLUTION APPOINTING TOWN PLANNING
COMMISSIONERS**

WHEREAS, The Minturn Town Council has received a resignation from the Planning Commission and desires to fill these vacancies; and

WHEREAS, pursuant to Minturn Municipal Code Section 16.21.4(c), the planning commission is required to be appointed to overlapping terms; and

WHEREAS, the Town Council recognizes and appreciates the service and commitment of the planning commission members.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO THAT THE FOLLOWING INDIVIDUALS ARE HEREBY APPOINTED AS INDICATED:

| NAME | TERM |
|-------------------|-------------|
| Bradley Bickerton | _____ |

INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this 19th day of November, 2014.

TOWN OF MINTURN

By: _____
Mayor

ATTEST:

Town Clerk

Memo – Minturn Town Council

To: Minturn Town Council – c/o Janet Hawkinson

From: Bradley Bickerton

Date: October 18, 2014

Re: Application to Planning and Zoning

To town council,

A couple months ago Matt Scheer and I discussed what kind of roll I could have to help out the Minturn Community. He suggested first that I join the Economic Development Council. Which I have done. Later he told me that he is retiring from P&Z and suggested I apply to that as well.

Today I spoke with Janet and she asked me to write a description of who I am and why I want to be on P&Z.

I moved to the Valley January 2013, though my mother has been in the Valley since 2000 and step-father since 1976. When looking for places to live I came across the old ironworks building. As soon as Larry Stone showed me the place I knew that it was for me. I like the eclectic nature of Minturn. I like that I'm a lawyer, across the street are people who sell stuff online, further down is the COO of Vail Valley Medical Center, and around the bend is John-Wayne Smith who is....a classic Minturn resident. I like that I know the staff at Sticky Fingers and the Liquor Store by name. I just signed another 1-year lease for my apartment and plan on buying it when it is economically viable. I constantly tell people that I love Minturn, for instance, because people with good dogs don't need leashes and people with difficult dogs self-police by putting their dogs on leash.

A little more about me. I have been a businessman and entrepreneur my whole life. I have a BA in Economics and a JD/MBA focusing on finance and entrepreneurship. Since moving to the Valley I have started 8150 – High Altitude Entrepreneurs, an organization that simply focuses on bringing the small business and entrepreneurial community together. As I put it, if you put a painter, paintbrush, pain and canvas in a room you aren't surprised what comes out. Same with entrepreneurs. To date we have 50 members and usually have 20 people attend our Thursday meetings. I am also involved with the Vail Leadership Institute, I work out of the co-working space above Loaded Joes in Avon. For work I am a business consultant first and an attorney second. One of my main goals is to in my legal work is to demystify the law and use plain language.

I am applying to P&Z simply because it is another way for me to give back, and be involved with, the community. I honestly do not know much about the mechanics of what this committee does, but I'm willing to learn and hope that my voice can be useful to the committee and the town in general.

Feel free to contact me by email or phone if you have any questions.

bbickerton@gmail; 303.478.0259

Sincerely,

Brad Bickerton

PHONE

WEB

201 Main St. #2, MIN'URN, CO 81645

303.478.0259

www.bickerton.tips

Bradley A. Bickerton

P.O. Box 1224, Minturn, CO 81645 • brad@hamptonpigott.com • (303) 478-0259

EXPERIENCE

Hampton & Pigott, LLC

Associate Attorney

Broomfield, CO
August 2013 - Present

- 90% of clients self-acquired
- First court appearance; first criminal matter
- Served as outside counsel for a software start-up and a fitness organization
- Drafted contracts (including operating agreements) and company policies

Sparkfun Electronics, Inc.

Business Strategy Consultant

Boulder, CO
April - July 2010

- Reported directly to CEO for \$15mm revenue company with 30%+ growth year over year (results confirmed by an outside consulting firm)
- Created company's first financial pro-forma worksheets
- Developed company's first policy and procedures for tracking profitability over 1,500 products and terminating unprofitable products
- Developed new marketing plan that improved sales by 20%
- Vetted a half dozen lending institutions to secure a \$1mm line of credit
- Interviewed several national law firms for outside corporate counsel position

The Assist Group, LLC

Board of Directors Market & Business Strategy Consultant

Lakewood, CO
2008 - 2012

- Participated in board meetings and activities including strategic, employment, sales, and financing decisions

Director: Forensic Audits and Negotiations

2005 - 2008

- Personally responsible for \$6mm division
- Conducted negotiations with healthcare providers
- Reviewed and audited catastrophic medical claims
- Served as primary subject matter expert for 2+ year development of new software platform
- Created and managed a "panel of consultants," comprising finance, legal, nursing, and physician experts
- Managed multiple health insurance clients (HMO, TPA, Reinsurance, Stop-Loss, & PPO); communicated with hospital billing, contract, and legal departments; led new client presentations; performed claim analysis, clinical analysis, and contractual reviews

Axia Merchant Services, LLC

Merchant Relations

Santa Barbara, CA
2004-2005

- Oversaw customer service department; advised employees regarding electronic funds transfer merchant accounts, Visa/MasterCard regulation compliance, fraud evaluation, banking regulations, merchant advisor EFT procedures, and equipment assistance and sales

EDUCATION

Leeds School of Business-CU Boulder

M.B.A. with emphasis in entrepreneurship

Boulder, CO
May 2012

- Captain – CU Venture Capital Investment Competition Team (International Finalist) 2010-2011
- Executive Committee Member – CU New Venture Challenge 2009-2011

University of Colorado Law School

J.D. degree

Boulder, CO
December 2011

- Associate – Deming Center Venture Fund 2011-2012

Bar Admission
Colorado

May 2013

SKILLS AND INTERESTS

- Expert level user of Microsoft Excel; proficiency in Microsoft Office, PowerPoint, Quickbooks
- Familiar with Health Care Coding Terminology (CPT, UB-04, HCPCS)
- Former volunteer instructor for the American Red Cross in CPR and First Aid
- Climbed 30+ of 53 Colorado Fourteeners
- Walked the Camino De Santiago (Spain)
- Dual citizen (USA and Canada)

CURRENT ACTIVITIES

- Co-founder, 8150 – High Altitude Entrepreneurs – a Non-Profit community building organization
- Marketing and Legal Advisor, Vail Leadership Institute
 - Interviewer of thought leaders and members, including Brad Feld (managing partner of Foundry Venture Capital Group – October 2013)
- Owner of certified therapy dog

REFERENCES

- Ed Gassman – Attorney at Law
- Brad Bernthal - Associate Clinical Professor of Law (CU Boulder)
- Vic Fleisher – Tax and Private Equity Professor of Law (University of San Diego)
- Ben Howe – Associate Holland & Knight (Emerging companies specialist)
- Bret Fund – Entrepreneurship Professor (Leeds School of Business, CU Boulder)
- Ross Iverson – President (Vail Leadership Institute)
- Jason Mendelson – Managing partner (Foundry Venture Capital)
- Larry Ast – Director of Audits and Negotiations (The Assist Group)
- Jacob Timm – Founder (Hopify)
- Doug Humble – Founder (Prefare Food)
- Nathan Seidle – CEO/Founder (Sparkfun Electronics)

TOWN OF MINTURN, COLORADO

ORDINANCE NO. 09 – SERIES 2014

AN ORDINANCE AUTHORIZING THE MAYOR OF THE TOWN OF MINTURN TO SIGN AN INTERGOVERNMENTAL SERVICE AGREEMENT BETWEEN THE EAGLE COUNTY GOVERNMENT AND THE TOWN OF MINTURN CONTRACTING FOR ANIMAL CONTROL SERVICES IN THE TOWN OF MINTURN, COLORADO.

WHEREAS, The Town of Minturn desires Eagle County to provide animal control services on an annual contractual basis; and

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 animal control 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.

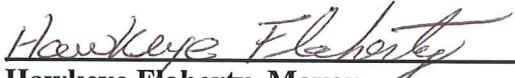
SECTION 4. The Town Council hereby finds, determines and declares that this Ordinance is necessary and proper for the health, safety and welfare of the Town of Minturn and the inhabitants thereof.

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 which 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 5th DAY OF NOVEMBER, 2014. A PUBLIC

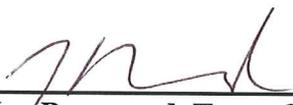
HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 19TH DAY OF NOVEMBER, 2014 AT 6:30 p.m. AT THE MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.

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 19TH DAY OF NOVEMBER, 2014.

TOWN OF MINTURN, COLORADO

Hawkeye Flaherty, Mayor

ATTEST:

By: _____
Jay Brunvand, Town Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF EAGLE, STATE OF COLORADO
AND THE TOWN OF MINTURN**

This Agreement made this _____ day of _____, 2014 by and between the County of Eagle, State of Colorado, a body corporate and politic (the "County") and the Town of Minturn, a municipal corporation (the "Town").

WITNESSETH

WHEREAS, the Town desires to contract with the County for the performance of the hereinafter described Animal Services on the terms and conditions hereinafter set forth; and

WHEREAS, the County is agreeable to rendering such Animal Services on the terms and conditions hereinafter set forth; and

WHEREAS, this Intergovernmental Agreement is authorized pursuant to Section 29-1-201 and 30-11-101, Colorado Revised Statutes, as amended, and Article XIV, Section 18, of the Colorado Constitution.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree hereby as follows:

SECTION 1. TERRITORY COVERED.

The territory covered by this Agreement is all of that certain property legally described as the Town of Minturn.

SECTION 2. DEFINITIONS.

Emergency On-Call Service is defined as any emergency call received by the County for which Animal Services assistance is required and no Animal Services Officer is on duty to respond.

Shelter means the Eagle County Animal Shelter located at 1400 Fairgrounds Road, Eagle, Colorado, and any other shelter facility operated or designated by County.

Unclaimed Day is defined as a calendar day or any part thereof during which an unclaimed animal is confined in Shelter on behalf of the Town.

SECTION 3. SCOPE OF SERVICES.

The County agrees to provide General Animal Services and Emergency On-Call Service within the Town of Minturn as follows:

A. General Animal Services shall include:

i. A minimum of 6 hours per month of randomly-scheduled patrols, consisting of inspection tours looking for violations or responding to complaints. The scope of these patrols is to be designed to gain voluntary compliance and uniform administration of the Animal Regulations.

ii. Administration and enforcement of the Town of Minturn Municipal Code Chapter 7 – Article 9 (Animals) presently in effect and as may be subsequently amended to apply for the control and licensing of animals within the Town boundaries. Eagle County Animal Services shall be considered the Animal Control Officer of the Town as defined by Section 7-9-30.

iii. The County shall provide the Town with monthly reports and an annual report of services provided pursuant to this Agreement. Such reports shall include, by way of example only, the number of calls for service, number of animals sheltered, number of Unclaimed Days, and number of citations issued, as they apply to the Town of Minturn.

iv. Animal sheltering services for animals attributable to the Town, of the nature and quality customarily provided at the Shelter. Animals attributable to the Town are animals impounded within the Town of Minturn and animals owned by persons dwelling, permanently or temporarily, in the Town of Minturn.

B. Twenty-four (24) hours per day Emergency On-Call Service.

i. Emergency on Call Service will be provided during the period when an Eagle County Animal Services Officer is not on duty. In the event that an Eagle County Animal Services Officer is not immediately available to respond to an incident or emergency, the Town of Minturn will provide available personnel to secure the scene and administer control of the situation until the Eagle County Animal Services Officer arrives to resolve said incident.

SECTION 4. OFFICIAL STATUS.

For the purpose of performing the Animal Services and functions set forth in this agreement, Eagle County Animal Services shall enforce, as the Town's agent, the Town of Minturn Animal Ordinances relating to animal control and licensing now in effect and as amended.

SECTION 5. EQUIPMENT.

The County shall furnish and supply, at its sole expense, all necessary labor, supervision, equipment, motor vehicles, office space, and operating and office supplies necessary to provide the services to be rendered hereunder.

SECTION 6. COMPENSATION.

The Town of Minturn agrees to pay the County, monthly, the sum of \$384.00 for General Animal Services.

On Call Emergency Services shall be billed at: \$50.00 per hour.

The Town of Minturn agrees to pay the County on or before the fifteenth day of each month for all General Animal and Emergency On-Call Services rendered the previous month.

All fees and expenses recovered at or for the Shelter will remain with the County.

All court fines and costs will remain with the court of venue.

SECTION 7. PERSONNEL.

The Eagle County Animal Services Officer shall have full cooperation from the Town of Minturn, its public works, its police officers and/or their respective officers, agents, and employees, so as to facilitate the performance of this Agreement.

The rendition of Animal Services provided for herein, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed, shall remain in the County.

All persons employed in the performance of such Animal Services for the Town of Minturn, pursuant to this agreement, shall be County employees, except for Town personnel used to secure the scene as described in Section 3.

SECTION 8. LIABILITY AND INSURANCE.

- A. The County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts, errors, or omissions of the Town or of any officer or employee thereof. Likewise, the Town, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts, errors or omissions of the County or by any officer or employee thereof.
- B. The County agrees to indemnify, defend and hold harmless to the extent allowed by law, the Town, its respective agents, officers, servants and employees of and from any and all loss, costs, damage, injury, liability, claims, liens, demands, action and causes of action whatsoever, arising out of or related to the County's intentional or negligent acts, errors or omissions or that of its agents, officers, servants, and employees, whether contractual or otherwise. Likewise, the Town agrees to indemnify, defend and hold harmless to the extent allowed by law, the County, its respective agents, officers, servants and employees of and from any

and all loss, costs, damage, injury, liability, claims, liens, demands, action and causes of action whatsoever arising out of or related to the Town's intentional or negligent acts errors or omissions or that of its agents officers, servants and employees, whether contractual or otherwise.

- C. The County and the Town shall respectively provide its own public liability, property damage, and errors and omissions insurance coverage as each party may deem adequate and necessary for any potential liability arising from this Agreement. Further, the County and the Town, respectively, shall name, subject to the approval of each respective party's insurance carriers, the other respective party as a co-insured under such insurance policies to the extent of any potential liability arising under this Agreement and, upon reasonable written request, shall furnish evidence of the same to the other respective party.

SECTION 9. TERM AND TERMINATION.

This Agreement is effective January 1, 2015, and shall end on the 31st day of December, 2015. Either party shall have the right to terminate this agreement with or without cause at any time by giving the other party thirty (30) days' prior written notice of termination. Upon termination, the County shall be entitled to compensation for services performed prior to such termination (calculated by prorating the monthly rate for the number of days the County performed General Animal Services and adding all charges for any additional services, including Emergency On Call Services, performed by the County during that time), and both parties shall thereafter be relieved of any and all duties and obligations under this Agreement.

Obligations of the Town of Minturn and the County, respectively, after the current fiscal year, are contingent upon funds for the purpose set forth in this Agreement being appropriated, budgeted and otherwise made available.

SECTION 10. GENERAL PROVISIONS.

- A. Notices. All notices, requests, consents, approvals, written instructions, reports or other communication by the Town of Minturn and the County, under this Agreement, shall be in writing and shall be deemed to have been given or served, if delivered or if mailed by certified mail, postage prepaid or hand delivered to the parties as follows:

Town of Minturn:
Town Manager
P.O. Box 390
Minturn, CO 81645

County of Eagle:
Eagle County Attorney
P.O. Box 850
Eagle, CO 81631

Either party may change the address to which notices, requests, consents, approvals, written instructions, reports or other communications are to be given by a notice of change of address given in the manner set forth in this paragraph A.

- B. This Agreement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceedings against either the Town or the County because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.
- C. No modification or waiver of this Agreement or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
- D. 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 those contained herein.
- E. 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 other respective party hereto.
- F. 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.
- G. The Town has represented to the County and, likewise, the County has represented 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 did 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 parties hereto have executed this Agreement the day and year first above written.

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

By: _____
Mayor

Attest:
By: _____
Town Clerk

10704972

Ad Ticket #5

Acct: 1032852
Phone: (970)827-5645
E-Mail: MANAGER@MINTURN.OR
Client:
Caller: Jay Brunvan

Name: Town of Minturn
Address: P.O. Box 309

City: MINTURN
State: CO

Zip: 81645

Receipt

Ad Name: 10704972A

Original Id: 10704949

Editions: 8VD/8VDI/

Class: 0990

Start: 11/08/14

Stop: 11/08/14

Color:

Issue 1

Copyline: b Ordinance NO 09-2014

Rep: Pam Schultz

TOWN OF MINTURN, COLORADO
ORDINANCE NO. 09 - SERIES 2014

| | |
|--------------|--------------|
| Lines: | 31 |
| Depth: | 2.52 |
| Columns: | 1 |
| Discount: | 0.00 |
| Commission: | 0.00 |
| Net: | 0.00 |
| Tax: | 0.00 |
| Total | 14.88 |
| Payment | 0.00 |

AN ORDINANCE AUTHORIZING THE MAYOR OF THE TOWN OF MINTURN TO SIGN AN INTER-GOVERNMENTAL SERVICE AGREEMENT BETWEEN THE EAGLE COUNTY GOVERNMENT AND THE TOWN OF MINTURN CONTRACTING FOR ANIMAL CONTROL SERVICES IN THE TOWN OF MINTURN, COLORADO

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 5th DAY OF NOVEMBER, 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 19TH DAY OF NOVEMBER, 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

Published in the Vail Daily November 8, 2014.
(10704972)

Ad shown is not actual print size

**TOWN OF MINTURN, COLORADO
ORDINANCE NO. 10 – SERIES 2014**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE
TOWN OF MINTURN TO ENTER INTO A LEASE WITH
WILCON ENERGY LLC FOR REAL PROPERTY OWNED
BY THE TOWN OF MINTURN**

WHEREAS, WILCON ENERGY LLC ("WILCON"), a Colorado Corporation has petitioned the Town of Minturn ("The Town") to lease of a parcel of land owned by the Town; and

WHEREAS, it is in the mutual interest of The Town and WILCON to enter into the lease agreement; and

WHEREAS, in the interest of protecting and preserving public health, safety and welfare, it is desirable that the citizens of the Town of Minturn, Eagle County, Colorado be provided with adequate rental income for land owned by the Town.

WHEREAS, the Home Rule Charter of the Town of Minturn, Colorado, The Town Ordinances, and C.R.S. § 31-15-714, as amended authorizes the Town as a home rule municipal corporation to lease any real estate, together with any facilities thereon, owned by the municipality, when deemed by the governing body to be in the best interest of the municipality, with any lease for a period of one year or more to be done by ordinance and any lease for one year or less by resolution or ordinance.

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

Section 1. The Mayor is authorized to execute such documents and to do such other acts and things as may be necessary or advisable in association with the execution and delivery of a lease of real property.

SECTION 2. The lease agreement is attached hereto as Exhibit A and incorporated into this Ordinance by reference is approved, and the Mayor is authorized to execute it on behalf of the Town of Minturn, and the Town and its officers and employees are authorized to perform under it on behalf of the Town of Minturn, according to its terms.

SECTION 3. This Ordinance shall not be effective until the lease agreement attached hereto is signed by the representatives of all the necessary parties thereto.

SECTION 4. 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,

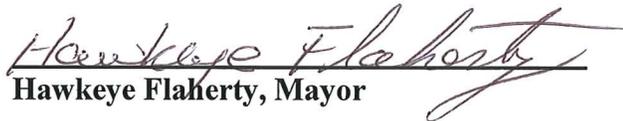
fact that any one or more parts, sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 5. 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 6. 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 protection 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 5th DAY OF NOVEMBER, 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 19TH DAY OF NOVEMBER, 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



LAND LEASE AND AGREEMENT

THIS LAND LEASE AND AGREEMENT (“Lease”) is made and entered into as of the date of the last signature hereto, by and between the TOWN OF MINTURN, Colorado, a municipal corporation (the “Town”) and WILCON ENERGY LLC, a Colorado limited liability company (“Tenant”). In consideration of the payment of the Rent (as defined herein), other monies due the Town as provided for herein, and the performance of the covenants and agreements by Tenant set forth herein, Town leases to Tenant, and Tenant accepts, the Premises described below, subject to the terms and provisions set forth in this Lease. Town and Tenant may be referred to herein individually as a Party and collectively as the Parties.

1. **PREMISES.** The portion of that certain real property commonly known as 810 Cemetery Road, Minturn, Colorado more particularly depicted on Exhibit A, which is attached hereto and incorporated herein by this reference, together with improvements and attached fixtures appurtenant thereto (the “Premises”). The area depicted on Exhibit A is a temporary location. After a permanent location is fixed, Exhibit A will be replaced.
2. **TERM.** Town leases the Premises to Tenant from December 1, 2014 and terminating at 11:59 P.M. MST on November 31, 2017 (the “Term”), unless earlier terminated as provided in this Lease.
3. **RENT.**
 - a. **Monthly Rent.** Tenant covenants and agrees to pay the Town fixed monthly rent of ONE THOUSAND DOLLARS (\$1,000.00) (the “Rent”) payable in advance on or before 12:00 p.m. on the first day of each calendar month during the Term of this Lease. Tenant shall mail Rent payments to Town care of the Town Clerk at P. O. Box 309, Minturn, Colorado, 81645; or at any such other place which Town may direct in writing, including direct deposit.
 - b. **Additional Charges.** Tenant agrees that, in case any rent or other charges payable hereunder shall not be paid upon the date when the same shall become due, Tenant shall pay to Town a late payment charge at the rate of eighteen percent (18%) per annum from the due date to the date of payment. Such late payment charges shall be considered Additional Rent.
4. **USE OF PREMISES.** Town leases the Premises to Tenant for the sole purpose of operating a propane storage facility, subject to Town’s reservation of the Premises for reasonable stormwater drainage. Tenant may utilize or lease other portions of the Premises in any manner that does not unreasonably interfere with Tenant’s use of the Premises. It is understood and agreed that Tenant’s ability to use the Premises is expressly contingent upon Tenant obtaining all certificates, permits, licenses and other approvals that may be required by any federal, state, or local authorities, for the use of the Premises by Tenant for the intended use. This lease is subject to the following conditions:

- a. The time during which Tenant may actively operate within the Premises shall be 7 a.m. to 7 p.m.
- b. Delivery of propane or equipment to the Premises shall occur between 9 a.m. and 5 p.m.
- c. Control valves for propane tanks shall be fenced behind a chainlink fence and locked so as to prevent public access.
- d. The Premises shall have signage apprising the public of the dangers associated with the use.

5. **ENVIRONMENT.** Tenant agrees to comply with all applicable rules, laws, ordinances, and statutes with respect to Tenant’s use and transport of hazardous materials and petroleum products on, over and across the Premises. If the presence of any hazardous material on the Premises caused or permitted by Tenant results in any contamination of any portion of the Premises, Tenant shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing prior to the contamination. The term “hazardous material” shall be construed in its broadest sense and shall include asbestos, other asbestotic material, any petroleum based products, hydrocarbons, pesticides, paints and solvents, polychlorinated biphenyl, lead, cyanide, DDT, acids, ammonium compounds and other chemical products (excluding commercially used cleaning materials in ordinary quantities) and any substance or material if defined or designated as a hazardous or toxic substance, or other similar term, by any federal, state or local law, statute, regulation, or ordinance affecting the Premises, as such statutes, regulations and ordinances may be amended from time to time.

6. **OPTION TO RENEW.** Provided Tenant is not then in default under this Lease and there is no then-existing material breach of any agreement, covenant, warranty, or representation of Tenant hereunder, Tenant shall have the option, if approved by Council, to renew the term of this Lease for one additional term of three years (the “Renewal Term”). The Renewal Term shall commence at the expiration of the original Term of this Lease. Tenant shall exercise such option to renew by delivering written notice of such election to Town at least sixty (60) days prior to the expiration of the original Term and setting the renewal as an action item on a Council agenda. Council shall evaluate compliance with the terms of the lease during the existing Lease term and decide whether to renew the lease for the Renewal Term. Such renewal of this Lease shall be upon the same terms and conditions of this Lease. The fixed monthly rent for the Renewal Term also shall be increased by the change in the consumer price index for the Denver-Boulder-Greeley area between 2014 and 2017. For example, if the change in consumer price index

Initials: _____
Town Tenant

between 2014 and 2017 is ten percent, then Rent for the Renewal Term would be \$1100 per month.

7. **TAXES.** Tenant shall pay in each year of the Term and the Renewal Term any general real estate, personal property and ad valorem taxes due and payable with respect to the Premises. Town shall provide Tenant with copies of any and all notices, assessments, tax bills, receipts for payment, or other documentation related to taxes on the Premises within ten (10) days of its receipt of the same to enable Tenant to contest the taxes as provided herein; Tenant shall have the right in its name to contest the validity of any tax or assessment which Tenant is required to bear, pay and discharge hereunder by appropriate legal proceedings.

8. **INSURANCE; WAIVER OF SUBROGATION.** During the term of this Lease, Tenant, at its sole cost and expense, and for the mutual benefit of Tenant and the Town, covenants and agrees to carry and maintain the following types of insurance and uphold the following covenants:

a. Fire and extended premises coverage insurance covering property and any improvements constructed on the Premises against loss or damage by fire and against loss or damage by other risks now or hereafter embraced by “extended coverage.” Town shall be named as an additional insured under the policy and protected under the terms and conditions of any such policy as Town of the Premises.

b. Comprehensive public liability insurance including property damage with respect to the Premises, including contractual liability and insuring the indemnity provisions set forth in this Agreement and providing minimum protection of not less than two million and no/100 Dollars (\$2,000,000.00) per person and one million and no/100 Dollars (\$1,000,000.00) per occurrence. Town shall be named as an additional insured under the policy and protected under the terms and conditions of any such policy as Town of the Premises.

c. Worker’s Compensation and Employer’s Liability Insurance, which shall fully comply with the statutory requirement of Colorado laws as well as Federal laws, if applicable. To the extent practicable, Town shall be named as an additional insured under the policy and protected under the terms and conditions of any such policy as Town of the Premises.

d. Tenant shall provide Town with proof that Tenant has obtained the insurance described in this paragraph and proof of payment for such insurance. If Tenant shall fail to

Initials: _____
Town Tenant

obtain or pay for any insurance policy required by this paragraph, Town may, at its option, pay for such insurance (without waiving any other remedies available to Town) on account of Tenant, and the same shall be deemed to be Additional Rent and shall become due and payable ten (10) calendar days after Tenant’s receipt of notice from Town regarding this Additional Rent.

e. Tenant shall obligate the provider of any insurance policy under which Town is named as an additional insured to notify Town in the event such policy lapses. In addition, Tenant shall obligate such insurance providers to give the Town 30 days’ prior written notice by certified mail before terminating any insurance coverage described in this paragraph.

f. Any insurance that may be purchased by Tenant pursuant to this paragraph or any proceeds that may be payable as a result of a loss under any such insurance shall in no way reduce, alter, or modify any provisions of this Lease and specifically the indemnity provisions of this Lease.

9. **INDEMNIFICATION.**

a. Tenant agrees to exonerate, hold harmless, protect, and indemnify Town, and all beneficiaries, agents, and employees of Town, from and against any and all liabilities, losses, damages, costs, expenses (including all attorneys’ fees and expenses of Town, including attorneys’ fees incurred in the enforcement of the indemnity provisions in this Lease), causes of action, suits, claims, demands, liens or judgments of any nature whatsoever (except those arising from acts of Town, its agents or employees) arising from: (i) personal injury, loss of life, or damaged property sustained in or about the Premises; (ii) the investigation of the events or conditions, including environmental conditions, which resulted in the liability, loss, damage, cost, expense, cause of action, suit, claim, demand, lien or judgment and the defense thereof; (iii) the violation of any agreement or condition of this Lease; (iv) the violation by Tenant of any contract or agreement which Tenant is a party or any restriction, statute, law, ordinance, or regulation affecting any part of the Premises, including the use thereof; (v) the contamination by hazardous materials of any portion of the Premises; and (vi) violation of any applicable environmental laws relating to the handling or transportation of hazardous materials on the Premises.

b. Notwithstanding any other provision in this Lease to the contrary, in no event shall either Party be liable to the other under this Lease for, and each Party releases the other

Initials: _____
Town Tenant

from and against, any indirect, special, incidental, punitive, exemplary or consequential damages, including, but not limited to, damages or losses for loss of production, loss of revenues, loss of profits, loss of business or business interruptions, loss of use of assets, or loss of product or downtime related to the subject matter of this Agreement (collectively, “Losses”), whether or not such losses are the result in whole or in part from the sole, concurrent, or comparative ordinary negligence of any person or Party, including the indemnified Party; any defect in the Premises; Pre-existing conditions, patent or latent; breach of statutory duty, or any other theory of legal liability, unless such losses are caused by strict liability or the gross negligence, fraudulent conduct, or willful misconduct of the other Party.

10. **LIABILITY FOR COST OF IMPROVEMENTS INSTALLED.** Except as may be subsequently agreed between the Parties, the Town shall not, under any circumstances, be liable for the payment of any expense incurred or the value of any work done or materials furnished to the Premises by virtue of construction of improvements on the Premises by Tenant for construction or maintenance of the Premises. All such work shall be at Tenant's sole cost and expense and Tenant shall be wholly responsible to and for all contractors, laborers and material therefor. Tenant specifically agrees to indemnify, hold harmless and defend Town from any liens related to work performed by or at request of Tenant.

11. **OWNERSHIP OF IMPROVEMENTS.** Tenant shall be the exclusive owner of any and all trade fixtures and equipment on the Premises. Upon the expiration of the Term or Renewal Term, Tenant shall remove trade fixtures and equipment from the Premises, and restore the underlying property to a condition similar to its existing condition. This paragraph shall not be construed to grant Tenant any interest in the personal property of the Town which may be located on the Premises.

12. **ASSIGNMENT AND SUBLEASE.** This Lease may be the subject of an assignment or sublease by Tenant, provided that no such assignment or sublease shall be valid unless the Town consents in writing thereto, which consent shall not be unreasonably withheld. Any assignee or sublessee shall expressly assume and agree to perform each and every covenant of Tenant contained in this Lease.

13. **MAINTENANCE.** During the Term of this Lease, or any Renewal Term, Tenant shall at its sole expense make all repairs reasonably necessary to keep the Premises and equipment in good condition and repair.

Initials: _____
Town Tenant

14. **DEFAULT.** If Tenant is in arrears in the payment of Rent or Additional Rent or in violation of any other covenants or agreements set forth in the Lease (a “**Default**”), and the Default remains uncorrected for a period of thirty (30) days after Town has given written notice of the Default to Tenant, then Town may, at Town’s option, undertake any of the following remedies without limitation: (i) declare the Term or Renewal Term of the Lease ended; (ii) terminate Tenant’s right to possession of the Premises and re-enter and repossess the Premises pursuant to applicable provisions of the Colorado Forcible Entry and Unlawful Detainer statute; (iii) recover all present and future damages, costs and other relief to which Town is entitled; (iv) pursue breach of contract remedies; and/or (v) pursue any and all available remedies in law or equity. If possession is terminated by reason of a Default before the Term or Renewal Term expires, Tenant shall still be responsible for the Rent and Additional Rent accruing for the remainder of the Term or Renewal Term, subject to Town’s duty to mitigate such damages. Pursuant to §§ 13-40-104 (d.5) and (e.5), and 13-40-107.5, C.R.S., hereby incorporated by reference, if repeated or substantial Default(s) occur under the Lease, Town may terminate Tenant’s possession upon a written Notice to Quit, without a right to cure. Upon such termination, Town shall have available any and all of the above-listed remedies. In the event of a default where environmental conditions are degraded, or toxic or hazardous substances are released, the Town may immediately declare a default and take reasonable actions to abate the situation.

15. **ABANDONMENT.** If Tenant abandons the Premises, then Town may, without being obligated to do so and without terminating the Lease, retake possession of the Premises and exercise any of the remedies contained in paragraph 13.

16. **RE-ENTRY.** If Town re-enters the Premises as a result of abandonment or a Default by Tenant:

a. Tenant shall be liable for damages to Town for all loss sustained, including, without limitation, the balance of the Rent and Additional Rent, court costs and reasonable attorneys’ fees; and

b. Tenant’s personal property and the personal property of any guest, invitee, licensee or occupant may be removed from the Premises and left on the street or alley or, at Town’s option, it may be removed and stored or disposed of at Town’s sole discretion. Any expense related to storage of Tenant’s personal property is the sole responsibility of Tenant. Town shall not be deemed a bailee of the removed property, and Town shall not be held liable for either civil or criminal action as a result of the removal. Tenant shall indemnify Town for any expense in defending against any claim by Tenant or a third

Initials: _____
Town Tenant

party and for any legal expense, cost, fine or judgment awarded to any third party as a result of Town's action under the term of the Lease; and

c. Town may attempt to re-let the Premises for such rent and under such terms as Town believes appropriate; and

d. any money that Town receives from Tenant shall be applied first to Rent, Additional Rent, and other payments due; and

e. Tenant will surrender all keys and peacefully surrender and deliver up possession of the Premises.

17. **SURRENDER OF PREMISES.** Tenant will return the Premises to Town at the expiration of the Term or Renewal Term in as good condition as when Tenant took possession of the Premises, normal wear and tear excepted. Any deterioration or damage caused by accident, abuse, carelessness, or negligence shall not be considered normal wear and tear. If Tenant fails to re-deliver the Premises in appropriate condition, Town may restore the Premises to appropriate condition, including repair, replacement and cleaning. The cost of any work necessitated will be chargeable to Tenant, and Tenant hereby expressly agrees to pay such charges.

18. **NO HOLDOVER.** Tenant must vacate the Premises and remove all of Tenant's personal property and fixtures from the Premises before 11:59 P.M. MST on the date the Term or Renewal Term expires, as applicable. Vacating the Premises at the end of the Term or Renewal Term is a material condition of this Lease. Upon any holdover by Tenant, Town may immediately commence eviction proceedings at its sole discretion. It is acknowledged that if Tenant remains in possession of the Premises after expiration of the Term or Renewal Term, Town will incur damages and losses of types and in amounts which are impossible to compute and ascertain with certainty, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, Town and Tenant agree that liquidated damages may be assessed and recovered by the Town as against Tenant in the event of holdover by Tenant and without the Town being required to present any evidence of the amount or character of actual damages sustained by Town due to the holdover. Therefore, Tenant shall be liable to Town for payment of liquidated damages in the amount of one hundred and no/100 Dollars (\$100.00) for each day that Tenant remains in possession of the Premises after the end of the Term or Renewal Term. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Tenant shall pay them to Town without limiting Town's right to eviction or other remedies provided in this Lease.

Initials: _____
Town Tenant

19. **ENTRY BY TOWN.** Town may enter the Premises at reasonable hours for reasonable purposes without notice to Tenant. Town may also enter the Premises in the event of an emergency, without notice, or in the event of abandonment of the Premises.

20. **SUBORDINATION.** The Lease is subordinate to all existing and future mortgages, deeds of trust and other security interests on the Premises.

21. **WAIVERS.** No right under the Lease may be waived except by written instrument executed by the Party who is waiving that right. No waiver of any breach of any provision contained in the Lease shall be deemed a waiver of any preceding or succeeding breach of that provision or of any other provision contained in the Lease. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

22. **NOTICES.** All notices, demands, and requests required to be given by either Party to the other shall be in writing. All notices, demands, and requests shall be sent to the Parties at the addresses set forth below or at such other addresses as the Parties may designate in writing delivered pursuant to the provisions of this paragraph. Any notice when given as provided herein shall be deemed to have been delivered two (2) days subsequent to the date that said notice was deposited with the United States Postal Service. Any such notice may also be sent by e-mail to the e-mail addresses provided. There shall be no presumption of receipt of an e-mailed notice.

To Town: Town Clerk
Town of Minturn
P. O. Box 309
Minturn, Colorado, 81645

To Tenant: Wilcon Energy, LLC
P. O. Box 1433
Vail, Colorado 81658

23. **ATTORNEYS' FEES.** If either Party fails to perform any of its obligations under the Lease, or if a dispute arises concerning the meaning or interpretation of any provision of the Lease, then the defaulting Party or the Party not substantially prevailing in the dispute, as the case may be, must pay any and all costs and expenses incurred by the other Party, including, without limitation, court costs and reasonable attorneys' fees.

Initials: _____
Town Tenant

24. **GOVERNING LAW.** The Lease is governed by and construed in accordance with the laws of the State of Colorado. Venue is proper in Eagle County, Colorado.
25. **AMENDMENTS AND TERMINATION.** Unless otherwise provided in the Lease, the Lease may be amended, modified, or terminated only by a written instrument executed by Town and Tenant.
26. **CAPTIONS.** The paragraph titles or captions in the Lease are for convenience only and shall not be deemed to be part of the Lease.
27. **PRONOUNS; JOINT AND SEVERAL USE OF CERTAIN TERMS.** Whenever the terms referred to in the Lease are singular, the same shall be deemed to mean the plural, as the context indicates, and vice versa. All references to the “Town” mean Town and/or its authorized agents, contractors, or employees as may be required by the specific context. All references to “Tenant” mean each and every person comprising Tenant or an individual person or combination of persons comprising Tenant as may be required by the specific context.
28. **SEVERABILITY.** If any term, covenant, condition, or provision of the Lease or the application thereof to any person or circumstance is found, at any time or to any extent, to be invalid or unenforceable, the remainder of the Lease, or the application of that term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of the Lease shall be valid and shall be enforced to the fullest extent permitted by law.
29. **BINDING EFFECT.** This Lease shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Parties.
30. **FUTURE ACTS.** Each Party agrees to cooperate in the performance of this Lease and to execute and deliver any and all documents and perform any and all acts necessary or convenient to carry out its purpose and intent.
31. **NO PARTNERSHIP.** Nothing contained in this Lease shall create a partnership, joint venture, or employment relationship between Town and Tenant. Neither Town nor Tenant shall be liable, except as otherwise expressly provided for in this Lease, for any obligations or liabilities incurred by the other.
32. **ADDITIONAL PROVISIONS.** If there are any additional agreements between the Parties or provisions with respect to the Premises, an Addendum may be attached to the Lease,

Initials: _____
Town Tenant

which will be incorporated by this reference as a part of the Lease. An Addendum containing additional provisions is not attached at the time of execution.

THE PARTIES SHOULD INITIAL EACH PAGE OF THE LEASE AND SIGN BELOW. EACH PARTY SHOULD RECEIVE A SIGNED COPY OF THE LEASE AND ANY ADDENDA.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first written above.

TOWN:

TENANT:

TOWN OF MINTURN, COLORADO

WILCON ENERGY LLC,
a Colorado Limited Liability Company

By: _____
Mayor

By: _____

Its: _____

Attest:

Town Clerk

Initials: _____
Town Tenant

Wilcon Energy Temporary Site 10/2014



Town of Minturn
 302 Pine Street
 Minturn, CO
 planner@minturn.org
 J. Hawkinson,
 Planning Director
 970-827-5645



Old Castle
 Concrete Site

A-Peak
 Asphalt Site

Fence

A-Peak Gate

Public Works Gate

Temporary Site for
Wilcon Energy

temporary 2,500 sq ft lot-

move site in spring 2015
 with the new site plan to
 a 5,000 sq ft lot

10704949

Ad Ticket #5

Acct: 1032852
Phone: (970)827-5645
E-Mail: MANAGER@MINTURN.OR
Client:
Caller: Jay Brunvan

Name: Town of Minturn
Address: P.O. Box 309

City: MINTURN
State: CO

Zip: 81645

Receipt

Ad Name: 10704949A

Original Id: 0

Editions: 8VD/8VDI/

Class: 0990

Start: 11/08/14

Stop: 11/08/14

Color:

Issue 1

Copyline: a Ordinance NO 10-2014

Rep: Pam Schultz

TOWN OF MINTURN, COLORADO
ORDINANCE NO. 10 - SERIES 2014

| | |
|--------------|--------------|
| Lines: | 28 |
| Depth: | 2.35 |
| Columns: | 1 |
| Discount: | 0.00 |
| Commission: | 0.00 |
| Net: | 0.00 |
| Tax: | 0.00 |
| Total | 13.44 |
| Payment | 0.00 |

AN ORDINANCE AUTHORIZING THE MAYOR OF THE TOWN OF MINTURN TO ENTER INTO A LEASE WITH WILCON ENERGY LLC FOR REAL PROPERTY OWNED BY THE TOWN OF MINTURN

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 5th DAY OF NOVEMBER, 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 19TH DAY OF NOVEMBER, 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

Published in the Vail Daily November 8, 2014.
(10704949)

Ad shown is not actual print size



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

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

MEMORANDUM

TO: Mayor and Town Council
FROM: Jay Brunvand, Town Treasurer
CC: Willy Powell, Acting Town Manager
DATE: November 14, 2014

NOVEMBER 19, 2014 COUNCIL MEETING

As required by Colorado law, the Town has set two Public Hearings for the FY2015 Budget. The November 5th meeting was the first; the November 19th meeting is the second and final. To date, Staff has taken your comments and suggestions and incorporated them into the FY2015 Budget. If approved or directed by Council, the items will be included in the final budget. In the event any material changes come forth from the Public Hearing process, those changes also will be included in the proposed final passage of the budget ordinances on December 3rd. As a budget page may be affected, those changes will be distributed at the December 3rd meeting.

Following is the Public Hearing procedure recommended that you follow in order to make sure everything is covered procedurally and legally.

- (a) The Mayor will introduce the agenda item and announce the Public Hearing as “I hereby by call to order the Public Hearing for the purpose of discussion and comment on the fiscal year 2015 proposed budget and to gather input, pro or con on the proposed Minturn Town Budget for the fiscal year January 1 through December 31, 2015. Any citizen that would like to speak needs to clearly state their name and physical address for the record from the podium (even if they are known by all.)”
- (b) Take citizen input
- (c) Remaining Budget Direction Requested:
 - Approve funding levels for Community Funding
 - Direct regarding 2015 Projects

 - Question/Answer

- (d) Close the Public Hearing
- (e) Council discussion on the budget and comment on the Public Hearing if any. Council will discuss the budget during the Worksession and any direction given could be incorporated into the comments as a summary.
- (f) Proceed with Ordinances to approve the budget on First Reading.

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 – Jason “Ozzy” Osborne
Councilman – John Rosenfeld
Councilman – Matt Scherr

AGENDA ITEM COVER SHEET

| |
|--|
| AGENDA TITLE: Ordinance 11 – Series 2014 an Ordinance to provide supplemental funding and expenditures for the 2015 Fiscal Year on First Reading |
| MEETING DATE: November 19, 2014 |
| PRESENTER: Brunvand |
| BACKGROUND: This is an annual ordinance to account for various increases in revenues and expenditures in each Fund as necessary as detailed in Exhibit “A”. |
| CORE ISSUES: None. |
| BUDGET/FINANCE IMPLICATIONS: As indicated in Exhibit “A”. |
| STAFF RECOMMENDATION/MOTION: Motion to approve Ordinance 11 – Series 2014 (First Reading) amending the 2014 Budget as set forth in the following exhibit “A”, to authorize necessary interfund transfers and recognizing additional General Fund revenues in the amount of \$71,375.00 and appropriating additional General Fund expenditures in the amount of \$304,278.00, and appropriating additional Enterprise Fund revenues in the amount of \$108,154.00 and appropriating additional Enterprise Fund expenditures in the amount of \$188,175.00, and appropriating additional Conservation Trust Fund expenditures in the amount of \$1,195.00, and appropriating additional Building Fund revenues in the amount of \$10,225.00, and appropriating additional Market Fund revenues in the amount of \$7,200.00, and appropriating additional Market Fund expenditures in the amount of \$4,865.00, and appropriating additional Capital Fund revenues in the amount of \$2,000.00 as presented. |

**TOWN OF MINTURN, COLORADO
ORDINANCE NO. 11 – SERIES 2014**

AN ORDINANCE AMENDING THE 2014 BUDGET AS SET FORTH IN THE FOLLOWING EXHIBIT “A”, TO AUTHORIZE NECESSARY INTERFUND TRANSFERS AND RECOGNIZING ADDITIONAL GENERAL FUND REVENUES IN THE AMOUNT OF \$71,375.00, AND APPROPRIATING ADDITIONAL GENERAL FUND EXPENDITURES IN THE AMOUNT OF \$304,278.00, AND ADDITIONAL ENTERPRISE FUND REVENUES IN THE AMOUNT OF \$108,154.00 APPROPRIATING ADDITIONAL ENTERPRISE FUND EXPENDITURES IN THE AMOUNT OF \$188,175.00, AND ADDITIONAL CONSERVATION TRUST FUND EXPENDITURES IN THE AMOUNT OF \$1,195.00, AND APPROPRIATING ADDITIONAL BUILDING FUND REVENUES IN THE AMOUNT OF \$10,225.00 AND APPROPRIATING ADDITIONAL MARKET FUND EXPENDITURES IN THE AMOUNT OF \$4,865.00, AND APPROPRIATING ADDITIONAL CAPITAL FUND REVENUES IN THE AMOUNT OF \$2,000.00.

WHEREAS, in accordance with Section 8.8 of the Minturn Home Rule Charter the Council may make additional appropriations by ordinance during the fiscal year, and;

WHEREAS, Jay Brunvand, Treasurer, has verified that additional funds are available for appropriations in each fund from actual and anticipated revenues of the current year and prior year cash reserves, and;

WHEREAS, the Town Council is advised that certain revenues, expenditures and transfers must be approved by ordinance.

NOW, THEREFORE, THE TOWN OF MINTURN, COLORADO ORDAINS:

Section 1.

Upon the Town Manager’s verification that there are current year revenues available for appropriation in the General Fund, Enterprise Fund, Lottery fund, Building Fund, Marketing Fund and Capital Fund and un-appropriated prior year cash balance available in one or more of those funds, the Town Council hereby makes supplemental appropriations as specified in attached Exhibit “A”.

Section 2.

The Town Council hereby authorizes and directs the Town Manager to enter into such contracts and execute such documents on behalf of the Town as may be necessary and customary to expend the funds hereby appropriated for all operations and capital projects within the budget as hereby amended in accordance with the requirements of the Home Rule Charter and the Town’s Financial Policies.

Section 3.

The adoption of this Ordinance will promote the health, safety and general welfare of the Minturn community.

Section 4.

If any provision of this Ordinance or portion thereof is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect any other provision which can be given effect without the invalid portion.

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 19TH DAY OF NOVEMBER, 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 3RD DAY OF DECEMBER, 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 3RD DAY OF DECEMBER, 2014.

Hawkeye Flaherty, Mayor

ATTEST:

By: _____
Jay Brunvand, Town Clerk

ORDINANCE 11 – SERIES 2014

EXHIBIT “A”

| GENERAL FUND: | | Addition | Revised Budget |
|------------------------------|-------------------|----------|----------------|
| Additional Revenue | \$ 71,375.00 | | |
| Lodging Tax | 01-00-4039 | 500 | 6,000 |
| County Sales Tax | 01-00-4040 | 1,000 | 19,500 |
| City Sales Tax | 01-00-4050 | 45,000 | 520,000 |
| Liquor License Fees | 01-00-4230 | 1,000 | 2,000 |
| Planning Fees | 01-00-4250 | 2,550 | 5,050 |
| Land Lease – A-Peak | 01-00-4516 | 500 | 500 |
| Gen Gov’t-Grants | 01-00-4561 | 925 | 6,925 |
| Other Revenue | 01-00-4597 | 10,900 | 23,400 |
| RETT | 01-00-4680 | 10,000 | 90,000 |
| Additional Expense | \$ 304,278.00 | | |
| Mayor | 01-01-5010 | 1,000 | 6,000 |
| Council | 01-01-5011 | 3,200 | 18,200 |
| Meeting Food/Drink | 01-01-5270 | 1,300 | 3,300 |
| Community Cont | 01-01-5271 | 15,000 | 40,800 |
| Town Manager | 01-01-5012 | 16,486 | 97,336 |
| Office Tech | 01-01-5015 | 8,633 | 53,548 |
| FICA | 01-01-5092 | 321 | 15,423 |
| Interim Town Mgr | 01-01-5209 | 40,875 | 40,875 |
| Utilities | 01-01-5210 | 3,572 | 21,072 |
| Legal Fees | 01-01-5220 | 35,000 | 65,000 |
| Legal Notices | 01-01-5250 | 718 | 3,718 |
| Insurance-Town | 01-01-5310 | 630 | 35,630 |
| Town Planner | 01-02-5010 | 8,413 | 69,269 |
| FICA | 01-02-5092 | 771 | 6,077 |
| Office | 01-02-5110 | 264 | 1,064 |
| Planning Commission | 01-02-5216 | 2,250 | 6,750 |
| Eco Sheriff Svc | 01-04-5246 | 186,500 | 193,000 |
| Medical | 01-05-5091 | 1,150 | 4,150 |
| Promotions | 01-05-5275 | 1,500 | 41,500 |
| Office | 01-06-5100 | 40 | 290 |
| Public Building R&M | 01-06-5290 | 8,155 | 16,155 |
| ENTERPRISE FUND: | | | |
| Additional Revenue | \$ 108,154.00 | | |
| Water User Fees | 02-00-4210 | 25,000 | 655,000 |
| Grant-Eagle River Park | 02-00-4565 | 50,000 | 50,000 |
| Grant-DOLA Water | 02-00-4566 | 58,129 | 58,129 |
| Additional Expense | \$ 188,175.00 | | |
| Payroll | 02-06-5010 | 1,675 | 90,930 |
| Water Plant/System | 02-06-5293 | 61,500 | 101,500 |
| Eagle River Park | 02-07-6002 | 125,000 | 125,000 |
| CONSERVATION TRUST FUND: | | | |
| Additional Revenue | \$ 0.00 | | |
| Additional Expense | \$ 1,095.00 | | |
| CTF Expense | 03-00-5140 | 1,095 | 11,595 |
| BUILDING FUND: | | | |
| Additional Revenue | \$ 10,225.00 | | |
| Rent-Apartment | 04-00-4513 | 10,225 | 28,225 |

| | | | |
|------------------------------|-------------|-------|--------|
| Additional Expense | \$ 0.00 | | |
| MARKET FUND: | | | |
| Additional Revenue | \$ 00.00 | | |
| Additional Expense | \$ 4,865.00 | | |
| General | 05-01-5100 | 4,865 | 25,000 |
| CAPITAL FUND: | | | |
| Additional Revenue | \$ 2,000.00 | | |
| Holy Cross Elec | 06-00-4597 | 2,000 | 2,000 |
| Additional Expense | \$ 0 .00 | | |
| SCHOLARSHIP FUND: | | | |
| Additional Revenue | \$ 0.00 | | |
| Additional Expense | \$ 0 .00 | | |
| BATTLE MOUNTAIN RESORT FUND: | | | |
| Additional Revenue | \$ 0.00 | | |
| Additional Expense | \$ 0.00 | | |

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 – Jason “Ozzy” Osborne
Councilman – John Rosenfeld
Councilman – Matt Scherr

AGENDA ITEM COVER SHEET

| |
|---|
| AGENDA TITLE: Ordinance 12 – Series 2014 an Ordinance to approve the Fiscal Year 2015 mill levy on First Reading. |
| MEETING DATE: November 19, 2014 |
| PRESENTER: Brunvand |
| BACKGROUND: This is an annual ordinance approved by Council to establish the mill levy on property assessments for the following year. Between first and second readings the County will finalize the assessed valuation. The result of this final number will be used to establish the 2015 property tax collections in the final document. |
| CORE ISSUES: None. |
| BUDGET/FINANCE IMPLICATIONS: This ordinance represents a major portion of the General Fund revenues and must be passed by the Council and certified by the County Commissioners not later than December 15. |
| STAFF RECOMMENDATION/MOTION: Motion to approve Ordinance 12 – Series 2014 (First Reading) an Ordinance levying General Property Taxes for the year 2015 to meet operating costs of government for the Town of Minturn, Colorado for the 2015 Budget Year. |

**TOWN OF MINTURN, COLORADO
ORDINANCE NO. 12 – SERIES 2014**

AN ORDINANCE LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2015, TO MEET GENERAL OPERATING COSTS OF GOVERNMENT FOR THE TOWN OF MINTURN, COLORADO FOR THE 2015 BUDGET YEAR.

WHEREAS, the Minturn Town Council of the Town of Minturn, Colorado will adopt the annual budget in accordance with Local and State Government Budget Law, on December 3, 2014, and;

WHEREAS, the assessed valuation for the Town of Minturn, Colorado as certified by the Eagle County Assessor is approximately **\$21,843,960.00** and will generate approximately **\$391,750.00** based on the authorized 17.934 mills of the Town of Minturn, and;

WHEREAS, at General Election on November 3, 1998, the citizens of Minturn, Colorado have established the Town Mill Levy at 17.9340 mills in accordance with Article X, Section 20 of the Colorado Constitution, and;

WHEREAS, the final assessed valuation for the fiscal year 2015 will be available by December 1, 2014 from the County of Eagle Assessor in a timely manner to allow the passage of this Ordinance as a non-emergency in the normal course of events.

NOW, THEREFORE, THE TOWN OF MINTURN, COLORADO ORDAINS:

Section 1. That for the purpose of meeting general operating expenses of the Town of Minturn during the 2015 budget year, there is hereby levied a tax of 17.934 mills upon each dollar of the total valuation for assessment of all taxable property within the Town of Minturn for the 2015 budget year. This assessment of 17.934 mills shall be duly made by the County of Eagle, State of Colorado, as directed by the Colorado Revised Statutes (as amended), and as otherwise required by law.

Section 2. The Minturn Town Treasurer is hereby authorized and directed to immediately certify to the County Commissioners of Eagle County, Colorado, the mill levies for the Town of Minturn, Colorado as here in above determined and set.

Section 3. The Minturn 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, Colorado and the inhabitants thereof.

Severability. If any part, section, sub-section, 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 for the Town of Minturn, Colorado hereby declares it would have passed this Ordinance and each part, section, sub-section, sentence, clause or phrase thereof, irrespective of the fact that any one or more parts, sections, sub-sections sentences, clauses or phrases be declared invalid.

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 19th DAY OF NOVEMBER, 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 3RD DAY OF DECEMBER, 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:

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 3rd DAY OF DECEMBER, 2014.

Hawkeye Flaherty, Mayor

ATTEST:

Jay Brunvand, Town Clerk

P.O. Box 309 ♦ 302 Pine Street
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Councilman – Jason “Ozzy” Osborne
Councilman – John Rosenfeld
Councilman – Matt Scherr

AGENDA ITEM COVER SHEET

| |
|---|
| AGENDA TITLE: Ordinance 13 – Series 2014 an Ordinance to approve the Fiscal Year 2015 fee schedule on First Reading. |
| MEETING DATE: November 19, 2014 |
| PRESENTER: Brunvand |
| BACKGROUND: This is an annual ordinance approved by Council to establish the fee schedule. The Fee Schedule has been reviewed by each department and changes are reflected in the schedule. |
| CORE ISSUES: None. |
| BUDGET/FINANCE IMPLICATIONS: This ordinance represents a significant portion of the annual revenues in the General and Enterprise Funds. |
| STAFF RECOMMENDATION/MOTION: Motion to approve Ordinance 13 – Series 2014 (First Reading) an Ordinance annually setting, amending and approving Town fees as set forth in the attachment to be included in Appendix “A” of the Minturn Municipal Code for the Town of Minturn, Colorado fees commencing January 1, 2015. |

**TOWN OF MINTURN, COLORADO
ORDINANCE NO. 13 – SERIES 2014**

AN ORDINANCE ANNUALLY SETTING, AMENDING AND APPROVING TOWN FEES AS SET FORTH IN THE FOLLOWING ATTACHMENT TO BE INCLUDED IN APPENDIX “A” OF THE MINTURN MUNICIPAL CODE FOR THE TOWN OF MINTURN, COLORADO FEES COMMENCING JANUARY 1, 2015

WHEREAS, The Town of Minturn reviews and approves such fees by ordinance annually and as necessary, and;

WHEREAS, The fee schedule is available for review during regular business hours at the Town Offices.

NOW, THEREFORE, THE TOWN OF MINTURN, COLORADO, ORDAINS:

Section 1.

The following fees and deposits are hereby set as set forth or added in Appendix “A” is adopted.

Section 2.

In the event of a conflict between the fees, rates and charges listed in this Appendix A and the Text of any individual section of the Town Code, the provisions of The Minturn Municipal Code shall control.

Severability. If any part, section, sub-section, 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 for the Town of Minturn, Colorado hereby declares it would have passed this Ordinance and each part, section, sub-section, sentence, clause or phrase thereof, irrespective of the fact that any one or more parts, sections, sub-sections sentences, clauses or phrases be declared invalid.

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 19th DAY OF NOVEMBER, 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 3rd DAY OF DECEMBER, 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:

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 3rd DAY OF DECEMBER, 2014.

Hawkeye Flaherty, Mayor

ATTEST:

Jay Brunvand, Town Clerk

Fees, Rates, and Charges Imposed Pursuant to the Minturn Town Code

| ITEM | DESCRIPTION | FEE 2014 | OTHER | Amt of Change |
|---------------------------------------|--------------------------------|---|-------|---------------|
| General Government | | | | |
| Administration | | | | |
| Copies | per page | \$0.25 | | |
| CD-Town Code | | \$50.00 | | |
| Bad Check fee | | \$35.00 | | |
| Open Records Request | | | | |
| Attorney-Administrative Description | per hour, minimum 1hr | \$185.00 | | |
| Town Staff-Administrative Description | per hour, minimum 1hr | \$50.00 | | |
| Past due monthly fee | | \$35.00 plus 1.5%/month | | |
| Real Estate Transfer Tax | per sale due at time of sale | 1% | | |
| Lodging Tax | | 1.5% | | |
| Sales Tax - City | | 4% | | |
| Credit Card Fee | For charges in excess of \$500 | 3% | | |
| Meeting Room Fees | | | | |
| | Deposit may be required | | | |
| Set-Up Fee | | \$30.00 | | |
| Special Service Fee | | \$30.00 | | |
| Flip Chart and Easel | | \$15.00 | | |
| LCD Projector | | \$50.00 | | |
| 60% Room | | \$75.00 | | |
| 40% Room | | \$50.00 | | |
| Full Room | | \$125.00 | | |
| Full Room with Kitchen | | \$175.00 | | |
| Cleaning Deposit | | \$25.00 | | |
| Business Licenses: | | | | |
| Initial License Fee | | \$120.00 | | |
| Initial License Fee | (9/1-3/31=\$10/month | \$60.00 | | |
| Business License Fee | (Due 4/1-3/31) | \$120.00 | | |
| In-Home License Fee | | \$36.00 | | |
| Home Business License | (Major household income) | \$120.00 | | |
| Outdoor Recreation License | | \$120.00 | | |
| Snow Plow Business | | \$120.00 | | |
| Each additional vehicle | | \$12.00 | | |
| Peddler or Solicitor: | | | | |
| License Fees | | | | |
| 1 Day | | \$15.00 | | |
| 2 Days Consecutively | | \$30.00 | | |
| 3 Days Consecutively | | \$45.00 | | |
| 5-Days Consecutively | | \$75.00 | | |
| 7 Days Consecutively | | \$120.00 | | |
| 30 Days consecutively | | \$240.00 | | |
| Annual License | (Due 4/1) | \$240.00 | | |
| Contractor: | | | | |
| Annual License Fee - General | | \$240.00 | | |
| Annual License Fee - Sub Cont | | \$120.00 | | |
| Business List Print Fee | | \$40.00 | | |
| MISCELLANEOUS FEES | | | | |
| | | Set administratively to cover the cost of services. | | |

| ITEM | DESCRIPTION | FEE 2014 | OTHER | Amt of Change |
|--|---|--|-------|---------------|
| Miscellaneous fees | | | | |
| LIQUOR LICENSE APP FEES | All fees as set by State | | | |
| PUBLIC SAFETY | | | | |
| Fingerprints | up to two cards, \$5 each for additional card | \$20.00 | | |
| Incarceration Fee | Assessed at current daily fee charged by the ECO Sheriff's Office | | | |
| Sex Offender Registration | | \$40.00 (Initial/Annual) \$20.00 (Quarterly/Change) | | |
| VIN Inspections | per inspection | \$20.00 | | |
| Records Requests-Criminal Justice | | .25pg + \$5.00 Admin Fee | | |
| Clearance Letter | per individual | \$10.00 | | |
| Transcripts | | \$250.00 Deposit/Actual Cost | | |
| Court Fines | per Judge | | | |
| Portable Breath Test | | \$10.00 | | |
| Court Fines-Payment Plan Fee | Per court direction | \$25.00 | | |
| Court Cost Fee | | \$25.00 | | |
| Community Service Fee | | \$25.00 | | |
| PUBLIC WORKS | | | | |
| SNOW DUMP-TANDEM | | \$50.00 | | |
| SNOW DUMP-END DUMP | | \$90.00 | | |
| SNOW DUMP-FINE | ILLEGAL DUMPING-MINIMUM x4 | | | |
| Water | | | | |
| Cash deposit | | \$100.00 | | |
| Debt Service Fee | Per SFE/Month | \$5.93 | | |
| Turn-on/Reconnect Fee | | \$50.00 | | |
| Turn-off/Disconnect Fee | | \$50.00 | | |
| Turn-on/Reconnect after 6/02 | For non metered water only | \$400.00 | | |
| Tap, inspection, connection fee | | | | |
| (1) Residential Unit; per unit up to 3,000 sq. feet floor area plus \$2.25 per sq foot floor area thereafter | | \$9,500.00 | | |
| (2) Hotel/Lodge/Motel/Lock-off/Accommodation Unit: | | | | |
| (a) per efficiency room | | \$3,750.00 | | |
| (b) per room | | \$2,750.00 | | |
| Out of Town Tap Fees are 25% higher | | | | |
| Tap, Inspection, Connection Fee | | | | |
| Commercial Service Line Size in inches: | | Cost per Tap | | |
| | 3/4 | \$10,000.00 | | |
| | 1 | \$17,250.00 | | |
| | 1 & 1/2 | \$38,250.00 | | |
| | 2 | \$68,250.00 | | |
| | 3 | \$152,250.00 | | |
| | 4 | \$270,500.00 | | |
| | 6 | \$609,000.00 | | |
| All out of Town Taps | Sec. 13-29(b)(1) | + 50% | | |
| Construction Use Rates | Sec. 13.65 | | | |
| Any water use for construction purposes | per month flat fee plus use | \$100.00 | | |
| Portable meter fee | | \$100.00 | | |
| Portable meter water use | \$5.00/1000 gal | | | |

| ITEM | DESCRIPTION | FEE 2014 | OTHER | Amt of Change |
|---|---|----------------------------|-------|---------------|
| Portable meter deposit or lost meter cost | | \$1,400.00 | | |
| Unusual Water User Fee | Sec. 13.66 | set Administratively | | |
| Unmetered Water Rate | Sec. 13-67 | | | |
| Monthly rate per SFE for | Residential | \$80.45 | | |
| Policy related to other uses | Commercial | + 25% (\$100.56) | | |
| Replaces Sec. 13-29(b)(2) | Residential out of Town | + 50% (\$120.68) | | |
| | Commercial out of Town | + 75% (\$175.98) | | |
| | Seniors (65 years or older) | -25%(\$60.34) | | |
| Metered Water Rate | Sec. 13-68 | | | |
| (a) Residential, basic monthly charge | per SFE | \$70.50 | | |
| plus a monthly above 10,000 gals. use charge per 1,000 gallons | | \$2.73 | | |
| (b) Commercial, basic monthly charge | per SFE | \$87.28 | | |
| plus a monthly above 30,000 gals. Use charge per 1,000 gallons | | \$2.86 | | |
| (c) 25% discount for Residential Owner-Occupant over 65 years of age | | \$52.87 | | |
| Out of Town Water Rate are 50% higher for Residential and 75% higher for Commercial | Sec. 13-29(b)(2) | \$105.75 \$152.74 | | |
| Trash Collection | | | | |
| (a) Residential, Basic Monthly Charge | per contracted rates | \$29.32 | | |
| Street Cut Fee | | | | |
| Basic permit fee | | \$75.00 | | |
| Basic utility fee | | \$50.00 | | |
| | per Sec. 11-26 | | | |
| | replacement of paving w/oil&chip surface/ per sq. ft. | Per Bid | | |
| | dirt cuts | Per Bid | | |
| | Backfilling | time, material, staff time | | |
| | Saw cuts per lineal foot w/min fee 25.00 | time, material, staff time | | |
| | Any re-work | time, material, staff time | | |
| Application for Encroachment | Sec. 11-3 | \$40.00 | | |
| Eagle River Fire Protection District Impact Fees | | | | |
| new meter size: | 3/4 inch | \$1,671.00 | | |
| | 1 inch | \$2,841.00 | | |
| | 1.5 inch | \$5,515.00 | | |
| | 2 inch | \$8,857.00 | | |
| | 3 inch | \$18,382.00 | | |
| | 4 inch | \$28,409.00 | | |
| | 6 inch | \$55,147.00 | | |

PLANNING AND ZONING FEES
updated on 040109 by resolution no. 7 - 2009

| ITEM | FEE | FEE 2014 |
|---|-------------|--|
| Pre-Application Conference | None | |
| PUD Concept Plan | \$ 450.00 | \$50 per each commercial, industrial or residential unit in PUD |
| PUD Preliminary Development Plan | \$ 1,500.00 | \$50 per each commercial, industrial or residential unit in PUD |
| PUD Final Development Plan | \$ 2,000.00 | \$50 per each commercial, industrial or residential unit in PUD |
| Minor PUD Concept/Preliminary Development Plan | \$ 1,000.00 | \$50 per each commercial, industrial or residential unit in PUD |
| Changes to Approved Plans- | | |
| Approved by Planning Director | \$ 100.00 | |
| Approved by Planning Commission | \$ 250.00 | |
| Approved by Town Council | \$ 500.00 | \$50 for each commercial, industrial or residential unit in PUD above previously approved plan |
| Amendments To Text of Land Use Regulations | \$ 1,250.00 | |
| Amendments To Official Zone District Map | \$ 1,250.00 | |
| Conditional Use Permit Application | \$ 750.00 | \$50 per each commercial, industrial or residential unit |
| Limited Use Review | \$ 350.00 | |
| Temporary Use Permit | \$ 800.00 | |
| Temporary Use Permit Security Deposit | \$ - | Per Planning Director, impact dependent |
| Variance Permit | \$ 500.00 | |
| Administrative Replat | \$ 500.00 | |
| Preliminary Subdivision Plat | \$ 500.00 | \$25 for each commercial, industrial or residential lot |
| Final Subdivision Plat | \$ 750.00 | \$25 for each commercial, industrial or residential lot |
| Amended Final Plat | \$ 675.00 | |
| Subdivision | \$ 850.00 | \$50 per each commercial, industrial or residential unit |
| Vacation of Public Easements and ROW | \$ 750.00 | |
| Sign Permit | \$ 250.00 | |
| Design Review Board | \$ 200.00 | |
| Special Planning Commission meeting | \$ 500.00 | |
| Appeal - Planning Commission or Town Council | \$ 300.00 | |
| Engineering Review - Single structure project < 1 acre | \$ 105.00 | \$105 per each hour over initial hour |
| Multiple structure projects or projects 1 to 3 acre | \$ 210.00 | \$210 per each hour over initial hour |
| Building Permits new construction - based on valuation:** | | |
| \$1.00 to \$500.00 | \$ 29.85 | |
| \$501.00 to \$2,000.00 | \$ 29.85 | \$3.87 for each additional \$100 valuation over \$500.00 |
| \$2,001.00 to \$25,000 | \$ 87.95 | \$17.78 for each additional \$1,000 valuation over \$2,000 |
| \$25,001.00 to \$50,000 | \$ 497.52 | \$12.83 for each additional \$1,000 valuation over \$25,000 |
| \$50,001.00 to \$100,000.00 | \$ 817.56 | \$8.89 for each additional \$1,000 valuation over \$50,000 |
| \$100,001.00 to \$500,000.00 | \$ 1,262.06 | \$7.11 for each additional \$1,000 valuation over \$100,000 |
| \$500,001.00 to \$1,000,000.00 | \$ 4,106.86 | \$6.03 for each additional \$1,000 valuation over \$500,000 |
| \$1,000,001.00 and up | \$ 7,123.11 | \$4.64 for each additional \$1,000 valuation over \$1,000,000 |
| Single item permits ex: re-roofing, basement finish, mechanical, plumbing | \$ 75.00 | \$75 for each additional inspection - to be determined by building official |
| Plan Review | | 65% of permit fee |
| Cleanup Deposit | \$ 500.00 | |
| Street Use Fee | | 1/2% of the project valuation that is valued at \$500 or greater |

** Valuation is based upon the national average per/square foot construction cost published semi-annually by the International Code Council, with a 1.4 multiplier applied as a regional cost differential.

Other:

*For all applications requiring legal descriptions to be published in the newspaper, additional fees will be charged on a per cost basis, for publications that are in excess of \$50

*No application shall be considered or reviewed until the application fees are paid in full and the application is deemed complete. Where multiple applications are required, multiple fees shall be assessed. Fees are not required for Town-initiated applications.

*Review fees charged by a state or federal agency shall be made payable to the reviewing agency based on current rates and paid at the time of application.

*Application fees shall be paid by cash or by a check made payable to the Town of Minturn, and shall be submitted with the application to the Town of Minturn Planning Department.

*Professional consultant fees (legal, engineering, etc) as required and agreed to by applicant and Town, shall be at cost.

*Additional Town Staff services may be billed at an hourly rate if necessary.

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 – Jason “Ozzy” Osborne
Councilman – John Rosenfeld
Councilman – Matt Scherr

AGENDA ITEM COVER SHEET

| |
|--|
| AGENDA TITLE: Ordinance 14 – Series 2014 an Ordinance approving and adopting the Fiscal Year 2014 annual budget on First Reading. |
| MEETING DATE: November 19, 2014 |
| PRESENTER: Brunvand |
| BACKGROUND: This ordinance reports, allocates, and appropriates the beginning fund balance, the revenue, and the expenses for each fund as detailed in the budget document. It is anticipated that several changes will be made in the budget prior to Second Reading after tonight’s discussions. |
| CORE ISSUES: None. |
| BUDGET/FINANCE IMPLICATIONS: This is the funding mechanism per State law in the budget approval process. |
| STAFF RECOMMENDATION/MOTION: Motion to approve Ordinance 14 – Series 2014 (First Reading) an Ordinance recognizing revenues, appropriating expenditures, approving transfers and adopting the Town of Minturn budget for the period beginning on the first day of January 2015 and ending on the last day of December 2015. |

**TOWN OF MINTURN, COLORADO
ORDINANCE NO. 14 – SERIES 2014**

AN ORDINANCE APPROPRIATING REVENUES, APPROPRIATING EXPENDITURES, APPROVING TRANSFERS AND ADOPTING THE TOWN OF MINTURN BUDGET FOR THE PERIOD BEGINNING ON THE FIRST DAY OF JANUARY, 2015 AND ENDING ON THE LAST DAY OF DECEMBER, 2015.

WHEREAS, the Minturn Town Council of the Town of Minturn, Colorado has appointed Jay Brunvand, Treasurer, to prepare and submit a proposed budget to said governing body at the proper time, and;

WHEREAS, Jay Brunvand, Treasurer, has submitted a proposed 2015 Budget to this governing body on October 1, 2014, for its consideration, and;

WHEREAS, upon due and proper notice, published and posted in accordance with the law, said proposed budget was open for inspection by the public as required by law at the Minturn Town Center, the first public hearing was scheduled and held on November 5, 2014 and a second public hearing was scheduled and held on November 19, 2014, and interested citizens were given the opportunity to file or register any objections to said proposed budget, and;

WHEREAS, this proposed budget balances by fund as required by law, and;

WHEREAS, the final assessed valuation will be available by December 3, 2014 from the County of Eagle Assessor in a timely manner to allow the passage of this Ordinance as a non-emergency in the normal course of events.

NOW, THEREFORE, THE TOWN OF MINTURN, COLORADO ORDAINS:

Section 1.

The budget for the Town of Minturn, Colorado for the fiscal year 2015 as submitted and summarized by fund as described below is hereby adopted, which adoption shall constitute appropriations of the amounts specified therein as expenditures from the Funds indicated or expenses from Enterprise Funds; and that the estimated Beginning Balances, Revenues and Other Sources are hereby declared to be a reasonable projection of the amount of Revenue available for appropriation and to provide an adequate Fund Balance at the close of the fiscal year beginning January 1, 2015 and ending December 31, 2015 more particularly described as follows:

| FUND DESCRIPTION | BEGINNING FUND EST. BALANCE | FY2015 REVENUE | FY2015 EXPENSES |
|-------------------------|--------------------------------|-------------------|--------------------|
| General Fund | \$1,141,265 | \$1,574,930 | \$1,554,164 |
| Enterprise Fund | \$ 941,340 | \$ 852,500 | \$ 833,897 |
| Conservation Trust Fund | \$ 9,431 | \$ 10,500 | \$ 2,500 |
| Minturn Building Fund | \$ 205,798 | \$ 244,738 | \$ 244,738 |
| Market Fund | \$ 0 | \$ 64,500 | \$ 64,500 |
| Capital Fund | \$ 764,597 | \$ 500 | \$ 260,000 |
| Scholarship Fund | \$ 357,523 | \$ 10,000 | \$ 10,000 |
| Battle Mtn Fund | \$ 552,631 | \$ 9,500 | \$ 480,000 |

Section 2.

The Town Council hereby authorizes and directs the Town Manager and Treasurer to enter into such contracts and execute such documents on behalf of the Town as may be necessary and customary to expend the funds hereby appropriated for all operations and capital projects within the budget as hereby adopted all in accordance with the requirements of the Home Rule Charter and the Town's Financial Policies.

Section 3.

The budget hereby approved and adopted shall be signed by the Mayor and Town Clerk and made a part of the public records of the Town of Minturn, Colorado.

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 19th DAY OF NOVEMBER, 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 3RD DAY OF DECEMBER, 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:

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 3RD DAY OF DECEMBER, 2014.

Hawkeye Flaherty, Mayor

ATTEST:

Jay Brunvand, Town Clerk

TOWN OF MINTURN
P.O. Box 309 ♦ 302 Pine Street
Minturn, CO 81645
Phone: 970-827-5645 Fax: 970-827-5545

William Powell, Acting Town Manager



Town Council
Mayor – Gordon “Hawkeye” Flaherty
Mayor Pro Tem – George Brodin
Councilmember – Shelley Bellm
Councilmember – Earle Bidez
Councilmember – John Rosenfeld
Councilmember – Jason Osborne
Councilmember – Matt Scherr

MANAGER’S REPORT NOVEMBER 19, 2014

Dowd Junction and South Minturn USFS Property

Janet and I met with Holy Cross/Eagle District Ranger Dave Neely and White River Forest Supervisor Scott Fitzwilliams on November 6. In general the conversation surrounded the District’s plans to dispose of up-valley properties and locate most all facilities in Eagle. Staff told the USFS representatives, if that is the case, then there is no reason to delay the disposal of the South Minturn property. Dowd Junction is also on the disposal list. We did relate Council’s concerns regarding future uses: no high intensity, no gas stations, no large parking areas, etc. Rather the site should be used for recreation, information and perhaps other low intensity uses. FS officials expressed interest in having a meeting of various local agencies to discuss future uses: TOM, TOV, TOA, Eagle Vail Metro, and Eagle County.

I have contacted Toby Sprunk of Eagle County Open Space to discuss the property, but have not heard back.

Minturn Fitness Center

The Minturn Fitness Center Board of Directors met on November 14 and approved Bylaws, subject to CIRSA final review. This is a major milestone, as there has been much discussion and input by Directors and attorneys over the last several months. This achievement will allow Directors and Staff to concentrate on achieving tax exempt status and the operations of the MFC.

Minturn Education Fund

Work has begun in filing paperwork to make the MEF a tax exempt organization.

TOWN OF MINTURN
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Phone: 970-827-5645 Fax: 970-827-5545

William Powell, Town Manager



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To: Town Council
Fr: William Powell
Town Manager

Re: Engineering Services

Attached you will find a draft Request for Qualifications/Proposal for On-Call Civil Engineering Services. Please note this is a first draft and Attorney Mike Sawyer has not yet reviewed and the RFQP does not contain a sample Professional Services Agreement.

I would like to discuss with Council how we move forward with contracting for civil engineering services.

1. Proceed with the RFQP

Advantages are: likely will we have more firms interested and the firm may have more specialists who meet our needs.

2. Negotiate with Firms

Advantages of the approach are: we can likely have a lower fee schedule and we can better assure we use a local company.

I would like to have firm directions from Council before we proceed.



REQUEST FOR QUALIFICATIONS/PROPOSAL

FOR

ON-CALL CIVIL ENGINEERING DESIGN SERVICES

Town of Minturn, Colorado

Released on November 20, 2014

**ON-CALL CIVIL ENGINEERING DESIGN SERVICES REQUEST FOR
QUALIFICATIONS/PROPOSAL (RFQP)**

1. BACKGROUND

The Town of Minturn (Town) is seeking a civil engineering consultant (Consultant) with experience to assist the Town's staff in the preparation of the design, plans, specifications, cost estimates and contract documents for projects that are categorized as Street Improvements, Storm Drain Improvements, and Water Distribution Improvements. The Consultant must have the ability to provide in-house or capacity to sub-consult for survey services, traffic engineering, geotechnical engineering, landscape design, lighting engineering and structural design. Additionally the Consultant will review and comment on engineering aspects of subdivision proposals.

The Town staff seeks to shorten the list of Consultants after receiving and reviewing RQFP's.

The winning Consultant shall provide consulting services on an "on-call" basis for projects to be determined during the term of the contract. The term of the contract will be negotiable. The Town will issue task orders for each project based upon the scope of services, work schedule, and shall reference the fee proposal submitted with this RFP.

The proposal shall be evaluated only if your firm provides a proposal that meets the criteria defined in Section 5-Proposal Format guidelines, sub-section B- Pre Qualification Letter of this RFP. This letter must be included with your proposal.

2. SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

| | |
|--|--------------------|
| Release of RFP | November 20, 2014 |
| Proposals are Due | December 12, 2014 |
| Interviews, if Necessary | Early January 2015 |
| Proposal Evaluation Completed and Notification | January 15, 2015 |
| Approval of Contract | January 21, 2015 |

3. SCOPE OF WORK

In general, the Consultant shall perform civil engineering services on an “on-call” basis for projects assigned by the Town. The scope of work for any one project may involve all phases of project development and may include but is not limited to the following:

Preliminary Engineering

- Prepare base maps in AutoCAD 2007, preliminary layouts, estimates of probable costs and alternatives as requested. Provide geotechnical services and survey services necessary for the required scope of work.
- Prepare engineering details and calculations.
- Present alternatives and provide recommendations and analyses of the advantages and/or disadvantages of each.

Construction Documents

- Prepare engineering designs, calculations, plans, specifications, cost estimate and contract bidding documents. The Town shall review the plans and construction documents at the following stages: preliminary engineering, sixty percent (60%); ninety percent (90%) and final engineering, or as specified by specific task order, or as deemed necessary by the Town. All project calculations, supporting/reference information, correspondence, photos, Microsoft Office files, etc. shall be provided to the Town with the final submittal or upon request.
- Drawings shall be prepared in standard engineering scale using AutoCAD version 2007. Final drawings shall be wet signed and stamped on 24-inch by 36-inch 4-mil Mylar. All project AutoCAD files (i.e. drawing, x-refs, blocks, fonts, pen styles, etc.) shall be provided to the City on CD, DVD format or via email at the discretion of the Town.

Permits

- Assist the Town in obtaining approvals (and environmental permits as may be required) from applicable agencies.

Bidding Stage

- Assist the Town in answering bidder's questions, attend pre-bid conferences, job walks, and perform constructability review of Town plans and specifications at the discretion of Town Staff.

Construction Stage

- Attend pre-construction meeting at the discretion of Town Staff.
- Provide construction administration and inspections, as needed.

Subdivision Review

- Review subdivision engineering plans for conformance to Town standards and best management practices

4. TOWN RESPONSIBILITIES

- Furnish a task order or scope of work request and provide general direction as needed for each project assigned.
- Furnish available record drawings of existing facilities within the Town's jurisdiction.

5. PROPOSAL FORMAT GUIDELINES

Interested Consultants are to provide the Town with a thorough proposal using the following guidelines:

Proposal shall be typed and must contain no more than 20 typed pages including proposal sections A through I in the Consultant's response excluding the Vendor Application form, Sample Plan, Fee Proposal, Index/Table of Contents, tables, charts, and graphic exhibits. Resumes of key personnel are not counted toward the 20-page limitation if inserted at the end of the proposal.

A 12-point font size is recommended for typed portion of the letters and proposal sections except smaller fonts are allowed for tables, charts and exhibits. The inclusion of 11” by 17” sheets are allowed if folded to fit the proposal.

Each proposal will adhere to the following order and content of sections. Proposal must be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis must be concentrated on conforming to the RFQP instructions, responding to the RFQP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following proposal sections are to be included in the Consultant’s response:

A. Cover Letter

A cover letter, not to exceed three pages in length, must summarize key elements of the proposal. An individual authorized to bind the Consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days from the proposal due date. The cover letter must include the address and telephone number of the Consultants’ office.

B. Statements of Qualification

Interested Consultants must provide its qualifications in the following areas

1. Street rehabilitation or reconstruction projects
2. Storm drainage projects
3. Water distribution projects

Statements should summarize the Consultant's experience in the three project areas above and provide examples of projects performed by the Consultant which detail the scope and cost of the project, including the client name and contact information for each. Additionally, statements should identify the Consultant's experience in subdivision review.

C. Background and Project Summary Section

The Background and Project Summary Section must describe your understanding of the Town.

D. Staffing

Provide a list of individual(s) who will be working on projects for the Town and indicate the functions that each will perform. Include a resume for each designated individual.

Upon award and during the contract period, if the Consultant chooses to assign different personnel to the project, the Consultant must submit their names and qualifications including information listed above to the Town for approval before they begin work.

E. Sample Plans

The Town may request sample plans for any projects the Consultants have identified in their Statement of Qualification

F. Fee Proposal

The fee proposal must include the firm's schedule of hourly rates and rates for all sub-consultants. The percentage mark up of reimbursable expenses, if any, shall also be specified in the rate schedule. The fee rate schedule is to be valid for the term of the contract. The contract to be negotiated.

6. PROCESS FOR SUBMITTING PROPOSALS

◆ Content of Proposal

The proposal must be submitted using the format as indicated in the proposal format guidelines.

◆ Preparation of Proposal

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

◆ Number of Proposals

Submit four (4) copies plus one disk copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis.

◆ Submission of Proposals

Complete written proposals must be submitted in sealed envelopes and received no later than 4:00 p.m. (P.S.T) on Friday, December 12, 2014 to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

William Powell, Town Manager

Town of Minturn

PO Box 309

302 Pine Street

RE: ON-CALL CIVIL ENGINEERING DESIGN SERVICES

◆ Inquiries

Questions about this RFP must be directed in writing, via e-mail to:

William Powell, Town Manager

manager@minturn.org

From the date that this RFP is issued until a firm is selected and the selection is announced, firms are not allowed to communicate for any reason with any Town employee other than the contracting officer listed above regarding this RFP. The Town reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the Town.

◆ Conditions for Proposal Acceptance

This RFP does not commit the Town to award a contract or to pay any costs incurred for any services. The Town, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source, or to cancel this RFP in part or in its entirety. All proposals will become the property of the Town of Minturn. Proposals are subject to the Freedom of Information Act. The Town cannot protect proprietary data submitted in proposals.

7. EVALUATION CRITERIA

The Town's evaluation and selection process is based upon Qualifications Based Selection (QBS) for professional services. The Town may use some or all of the following criteria in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance.

- A. Relevant Experience- Contains evidence of relevant experience in the streets, drainage, and water projects
- B. Proposal Clarity - Use of terms and explanation throughout are understandable.
- C. Staffing and Qualifications- Experience of the firm, head liaison, and other key individuals assigned to the Town. Experience with projects of similar scope and complexity. A ranking will be performed with the subtotal score for each category and only the top contenders will be considered further.
- D. Reference Check- The Town may also contact and evaluate the Consultant's and sub consultant's references; contact any Consultant to clarify any response; contact any current users of a Consultant's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process
- E. Local Preference- The Town desires to hire as locally as possible
- F. Interview- After written proposals have been reviewed, discussions with prospective firms may or may not be required. If scheduled, the oral interview or video/voice conference interview, at the Town's discretion, will be a question/answer format for clarifying the intent

of any portions of the proposal. The individual from your firm that will be directly responsible for carrying out the contract, if awarded, must be present at the oral interview or video/voice conference interview.

G. A Notification of Intent to Award may be sent to the Consultant selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Consultants unless an agreement is reached. If contract negotiations cannot be concluded successfully, the Town may negotiate a contract with the another Consultant or withdraw the RFP.

8. STANDARD TERMS AND CONDITIONS

◆ Amendments

The Town reserves the right to amend this RFP prior to the proposal due date. Any changes will be notified on the Town of Minturn website: www.minturn.org.

◆ Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility of the Consultant. All proposals submitted become the property of the Town.

◆ Contract Discussions

The apparent successful firm will be required to sign a Professional Services Contract. Prior to award, the apparent successful firm may be required to enter into discussions with the Town to resolve any contractual differences. These discussions are to be finalized and all exceptions resolved within one (1) week from notification. If no resolution is reached,

the proposal may be rejected and discussions will be initiated with the second highest scoring firm. See **Appendix B** for a sample Professional Services Contract.

◆ Financial Information

The Town is concerned about Consultants' financial capability to perform, therefore, may ask you to provide sufficient data to allow for an evaluation of your firm's financial capabilities.

◆ Insurance Requirements

Under Minturn Municipal Code Section 6-4-70, contractors of the Town are required to provide insurance and disclose the types and amounts of such insurance.

Please carefully review the Sample Agreement and Insurance Requirements before responding to the Request for Proposal enclosed herein. The terms of the agreement, including insurance requirements have been mandated by Town Council and can be modified only if extraordinary circumstances exist. Your response to the Request for Proposal must indicate if you are unwilling or unable to execute the agreement as drafted as well as providing the insurance requirements. The Town will consider this in determining responsiveness to the Request for Proposal.

ACTION ITEMS REPORT

From: Town Manager
 Oct. 28, 2014

| Action Item | Responsible staff | Status |
|--|-------------------------------|---|
| Eagle River Park Grant "History Walk in the Park" and bathrooms | Hawkinson | foundation wall installed, bathrooms being constructed in shop Design for educational portion beginning |
| Rec Property Clean-up | Martinez | berm constructed. Continue grading, cleanup and beautification |
| Boneyard | Hawkinson | slash piles cleaned, VSSA and boy scouts |
| Little Beach Park perfect ownership | Powell | quiet title action to be filed |
| TAP grant--South Minturn sidewalks | Hawkinson | Grant submitted grant denied |
| Memorialization Guidelines | | staff collecting models from other municipalities |
| Minturn Fitness Center | Powell Rosenfeld Bidez | Bylaws approved pending CIRSA review Funding agreement drafted transfer ownership to MFC achieve 501.c.7 non-profit status |
| Minturn Education Fund | Powell Bellm | achieve 501.c.3 non-profit status scholarships awarded |
| Zoning Code Amendments | Hawkinson Powell Sawyer | staff review and recommendations P&Z review and recommendations Council review and adoption |
| Guide Sign Plan | Metteer | Staff provides plan for Council review first meeting Jan. Take to CDOT for approval |
| Water Rate Structure and Rates | Powell water committee | financial runs being performed by UEWSD Council reviews recommendation Potential Amendments to Water Ordinance |