



2015

Minturn Council Meeting

Wednesday June 3, 2015

**Work Session:
(Town Center)**

5:30pm

**Regular Session:
(Town Center)**

6:30pm



Agenda

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

Wednesday June 3, 2015

Work Session – 5:30pm
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 – 5:30pm

- Water Rate Structure and Monthly Rates – Powell/Brunvand/Water Committee Pg 4
- Discussion regarding the Town Manager contract – Powell
- Discussion Regarding Town Council Comments and Special Presentations – Powell/Brodin Pg 8

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**
 - May 6, 2015 Pg 12

4. **Public comments on items, which are NOT on the agenda (5 minute time limit per person)**
5. **Special Presentations:**
 - Presentation and update from Battle Mountain Resort

PUBLIC HEARINGS AND ACTION ITEMS

6. **Discussion/Action Item: Ordinance 3 - Series 2015 (Second Reading), an Ordinance authorizing the Mayor of the Town of Minturn to enter into a lease agreement with Johnie's Garden Inc for the lease of real property owned by the Town of Minturn – Powell** Pg 21
7. **Discussion/Action Item: Resolution 4 - Series 2015, a Resolution setting leasing procedures for leases with the Town of Minturn for real property – Powell/Hawkinson** Pg 34

COUNCIL AND STAFF REPORTS

8. **Town Planner**
9. **Town Attorney**
10. **Town Manager**
 - Manager's Report Pg 37
 - Action Report Pg 40
11. **Town Council Comments**

EXECUTIVE SESSION

12. **Executive Session: An executive session for the purpose of conferencing with the Town attorney for the purposes of receiving legal advice on a specific legal question under C.R.S. Section 24-6-402(4)(b) and for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under C.R.S. Section 24-6-402(4)(e) – Battle Mountain – Powell/Sawyer**

FUTURE AGENDA ITEMS

13. **Next Meeting – June 17, 2015**

- 2014 Audit presentation and Acceptance of 2014 Audit (Work Session and Action Item) - Brunvand

14. Future Meetings:

- Discussion regarding Human Resources
- 2015 Building Code update – Charlie Davis
- Marijuana discussion in a meeting in 2015
- Discussion regarding Town’s code enforcement approach

15. Set Future Meeting Dates

- June 17, 2015
- July 1, 2015
- July 15, 2015

a) Planning & Zoning Commission Meetings:

- May 13, 2015
- June 10, 2015
- July 8, 2015

16. Other Dates:

- Minturn Market June 13, 2015

17. Adjournment

To: Town Council
Fr: Water Committee

The Water Committee requests Council take action on the decision points listed below. If a decision is made to proceed, an ordinance will be drafted with an effective date of September 1.

Water conservation matters can be discussed at a future meeting after more research is performed.

Town Council Water Decision Points—June 3, 2015

- 1.) Make no Changes.
- 2.) Commercial and residential have same rate structure and monthly rates—decided March 18.
- 3.) Rates \$78/4000 GPM or \$79/6000 GPM.
- 4.) How much restricted reserve should we have--\$1,000,000 in financials presented.
- 5.) Phase out senior discount. Current recipients receive; no new added.
- 6.) When to put into effect—discussion of September 1 effective date with no rate increase for 2016.

Future Decisions

- 1.) Water conservation measures
Should water conservation measures be researched by the Water Committee and presented at a future meeting.
- 2.) Emergency water saving measures
Should emergency conservation measures be researched by the Water Committee and presented at a future meeting.

BASE RATE REVENUE FORECAST

	\$78/mo. / \$4.53	\$79/mo. / \$4.53
4000 GALLONS PER MONTH		
Revenue from base usage	\$680,940	\$689,670
Revenue from usage over base amount	\$42,836	\$42,876
Total forecasted revenue	\$723,776	\$732,546

	\$78/mo. / \$4.53	\$79/mo. / \$4.53
6000 GALLONS PER MONTH		
Revenue from base usage	\$680,940	\$689,670
Revenue from usage over base amount	\$31,076	\$31,076
Total forecasted revenue	\$712,016	\$720,746

Water Fund	Priority	total cost estimate	permitting cost	easement cost	construction cost	plans and specs	potential grants
Major Capital Projects							
Little Beach Park							
Water and Sewer Lines	3	532,800					
Boneyard							
Water and Sewer Lines	4	56,000					
Cross Creek Intake Pond							
dredging project	5						
Looping Projects							
Mann to Water Tank Rd.	6	214,255					
Toledo to 1st St.	7						
Taylor St. to No. Main	8						
Clear Well Baffles							
	2						
Maloit Park Chlorine Analyzer							
	1						
Equipment							
Total Costs		803,055					

Exhibit B - Comparison
Recommended rates for 2015

OWNER	ADDRESS	SFE	June 2013		CURRENT 2014 COST	\$732,000.00		\$769,000.00		\$736,000.00		\$724,000.00		\$712,000.00		\$733,000.00		\$721,000.00		\$741,000.00		\$729,000.00	
			Use	2013		\$50 and \$8/kgal	\$50 and \$9/kgal	\$70 and \$4.53/kgal >2kgal	\$78 AND >4000	\$78 AND >6000	\$79 AND >4000	\$79 AND >6000	\$80 AND >4000	\$80 AND >6000	\$78 AND >4000	\$78 AND >6000	\$79 AND >4000	\$79 AND >6000	\$80 AND >4000	\$80 AND >6000			
Hawkeye Flaherty	160 Main	2.0	22,000	152.86	276.00	298.00	221.54	219.42	201.30	221.42	203.30	223.42	205.30										
John Rosenfeld	1041 Main	1.0	3,000	76.43	74.00	77.00	74.53	78.00	78.00	79.00	79.00	80.00	80.00										
Aggie Martinez (Sen)	962 Main	1.0	8,000	57.32	85.50	91.50	72.89	72.09	65.30	72.84	66.05	73.59	66.80										
Earle Bidez	449 Pine	1.0	19,000	95.07	202.00	221.00	147.01	145.95	136.89	146.95	137.89	147.95	138.89										
Darell Wegert	1716 Main	1.0	14,000	87.35	162.00	176.00	124.36	103.30	114.24	124.30	115.24	125.30	116.24										
Shelley Bellm	470 Main	1.0	7,000	76.43	106.00	113.00	92.65	91.59	82.53	92.59	83.53	93.59	84.53										
George Brodin	273 Boulder	1.0	15,000	90.08	170.00	185.00	128.89	127.83	118.77	128.83	119.77	129.83	120.77										
Jerry Bumgarner	612 Main	1.0	3,000	76.43	74.00	77.00	74.53	78.00	78.00	79.00	79.00	80.00	80.00										
Saloon	146 N Main	2.6	26,000	242.35	338.00	364.00	276.22	273.47	249.91	276.07	252.51	278.67	255.11										
Tuntable	160 RR Ave	26.6	129,000	2,479.36	2,362.00	2,491.00	2,205.37	2,177.18	2,074.80	2,203.78	2,101.40	2,230.38	2,125.00										
Frank Lorenti	1081 Main	2.5	45,000	233.03	485.00	530.00	356.20	353.55	330.90	356.05	333.40	358.55	335.90										
Car Wash	457 Main	1.5	13,000	139.82	179.00	192.00	150.30	148.71	135.12	150.21	136.62	151.71	138.12										
Tom Sullivan	116 Nelson	1.0	38,000	156.40	354.00	392.00	233.08	232.02	222.96	233.02	223.96	234.02	224.96										
Johnies Garden	1923 Main	1.5	23,000	139.82	259.00	282.00	195.60	194.01	180.42	195.51	181.92	197.01	183.42										
Tony Aiello	30 Mann	1.0	16,000	92.81	178.00	194.00	133.42	132.06	123.30	133.06	124.30	134.06	125.30										
Matt Scherr	501 Main	1.0	4,000	76.43	82.00	86.00	79.06	78.00	78.00	79.00	79.00	80.00	80.00										
Joyce Bellm (Sen)	192 Main	1.0	7,000	57.32	79.50	84.75	69.49	68.69	61.90	69.44	62.65	70.19	63.40										
MFC (July 2014 w 13 rates)		10.3	36,000	960.06	803.00	839.00	790.76	803.40	803.40	813.70	813.70	824.00	824.00										

*All per SFE

*Maintains Grandfathered Senior Discount

Work Session Item/Agenda George 10 Minutes need Janet, Marker, and large white sheet.

Town Council Comments

Assumptions:

- The majority of Council Comments are public service announcements or local events or activities.
- Each person on Council brings their own unique viewpoint and interests to the meetings.

Goal:

- Establish a more consistent and up-tone (friendly and engaging) communication line to the residents of Minturn and surrounding audience.
- Highlight and showcase the diversity of interest and involvement and awareness in the local community by our Council members.
- Establish Guidelines for delivery and develop a base outline the range of topics.
- Establish Taboo topics as well (personal advertising, etc)
- Decide who will take on which topic(s)
- Should this be at a different position on the agenda?
- No increase of workload for Town Staff

Council Decision Questions:

1.) Should we do this?

If Yes,

2.) What General Topics

3.) Should there be a time Limit? If Yes, what should it be

4.) How should topics be distributed?

5.) What topics should be excluded?

Sample topics

- Minturn Local Events: births, deaths, new neighbors, house painting party, market news, fundraisers, scholarship opportunities, ski-jouring, etc
- Local Schools: Sporting events and achievements, achievements, recognitions, fundraisers, welcome new teachers
- Youth Groups: activities, opportunities, achievements, Scouts, reading center, bicycle rodeo, kids 4th of july parade
- Recognitions: big anniversaries, graduations, retirements, event achievements
- County events: Fair and Rodeo, movie screenings, etc.

Work Session Item/Agenda George 10 Minutes need Janet, Marker, and large white sheet.

Minturn Town Council Special Presentations:

Assumptions:

Part of the responsibilities of a governing body is to provide a communication relay point to the populace.

There are groups and organizations that would like to present to the Town Council what they have going on and what their goals and predictions are.

Council Decisions:

1.) Should we pursue Special Presentations?

If Yes

2.) What groups or topics

3.) How long a time period

4.) Should there be a question and answer time period at the end? How long?

5.) Should this be incorporated into an annual format?

15 to 20 minutes long

5 minutes for Q&A

Topics of interest around the County and Region by Season

Pick one primary and two back-up for each meeting.

Create contact list

Review annually in January

For Example:

Jan first meeting: County Commissioner (s) plans for upcoming year

Avalanche Awareness Expert

School Superintendent : ½ way through the year progress

Jan second meeting: VSSA Principal report

Air national guard training and reports

Snowpack up date

Feb first meeting: Vail Valley Partnership report and programs

Feb Second meeting

March first meeting: USFS summer plans

Walking Mtns summer programs

March second meeting CDOT summer plans

April Game warden how are the animals doing? New programs

May

June Rodeo Forecast

July

August Game warden upcoming season

September: school superintendent

October USFS recap of summer

CDOT forecast for winter traffic any new programs etc?

November Vail Resorts ski season kickoff

December Vail symposium speaker series

Vilar Center upcoming events



Official Minutes

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

Wednesday May 20, 2015

Work Session – 5:30pm
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 – 5:30pm

- Water Rate Structure and Monthly Rates – Powell/Brunvand

Regular Session – 6:30pm

1. Call to Order

The meeting was called to order by Mayor Hawkeye F. at 6:35pm.

- Roll Call

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

Staff present: Town Manager Willy Powell, Town Attorney Michael Sawyer, Town Clerk Jay Brunvand, and Town Planner Janet Hawkinson.

- Pledge of Allegiance

2. Approval of Agenda

- Items to be Pulled or Added

Johnie R. noted he had an official conflict of interest on items 6, 7, and 8 of which he will recuse himself from the meeting as needed. Mike S. noted that Johnie R. is the applicant for the Conditional Use and the Lease so he could remain as the applicant for presentation and question but not for the Council consideration.

Motion by Shelley B., second by George B., to approve the agenda as presented. Motion passed 6-0. Note: Jason Ozzy Osborne was excused absent.

3. Approval of Minutes

- May 6, 2015
- Shelly B. stated a section of the Town planner report did not read correctly and was requested to be rephrased.

Motion by Johnie R., second by Shelley B., to approve the minutes of May 6, 2015 as amended. Motion passed 6-0. Note: Jason Ozzy Osborne was excused absent.

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

Mr. Jason Burkey of United Companies, the concrete batch plant on the lease lot spoke of the history of the company and in support of the leases on the land. He stated the need to have the strategic production plant location at this end of the valley due to the short shelf life of concrete once it begins to mix.

5. Special Presentations:

Johnie R. reminded everyone of the Town Clean up Day on Sat May 30 at 7:30am – 1:00pm at the Little Beach Park upper lot.

Willy P. introduced Phillip Cusack, of the Eagle County Sheriff's Office. He is the new full time officer dedicated to Minturn. Deputy Cusack noted his back ground and his excitement with being in the Town. Deputy Cusack stated he is working with the community to begin watch groups that will help open communications with the ECSO and the citizens.

The Town and the Eagle County Sheriff's Office is coordinating to set up a community information system, Neighborhood Information Network (NIN). Once set up, citizens may email the ECSO officers stationed in Minturn at ECSO@minturn.org with their questions and community concerns. Matt S. noted how he felt this was a big step in rebuilding our citizen policing. Discussion ensued as to the positive affects having a full time officer will be for the community.

PUBLIC HEARINGS AND ACTION ITEMS

6. Discussion/Action Item: Resolution 5 - Series 2015, a Resolution directing Staff to correct errors on Zoning Map – Hawkinson

Johnie R. recused himself from the meeting and left the room.

Janet H. outlined to the Council some errors that have been identified in the color coding of the Character area maps. She noted the errors are a result of specific items in the Lions Head character area that should but do not abut due to GIS technology, and coloring issues on the map that are not represented in the text of the code itself. Mike S. stated 16-11-30 of the Municipal Code text identifies the area as light industrial and a Google Map from 1999 confirms the historical use of the land as light industrial and public facilities. Mike S. noted this has been the use for the land since prior to the adoption of the 1999 zoning maps.

Discussion ensued of the intent of the code when it was written. It was noted that the text identifies the land used as a gravel plant as gravel processing area and as a contractors' storage area but was color coded as recreation by accident.

Motion by Earle B., second by George B., to approve Resolution 5 - Series 2015, a Resolution directing Staff to correct errors on the Zoning Map in the area known as the Lease Lot as presented; to correct the Mixed Use designation in the Cross Creek Area to match the corresponding shading as the adjoining private parcel; to correct the color uniformity of the zoning maps to promote clarity; and to have the Mayor sign only after all modifications have been made by Staff. Motion passed 5-0. Note Johnie R. recused himself and Ozzy excused absent.

7. Discussion/Action Item: Resolution 6 - Series 2015, a Resolution approving Conditional Use application CU 01-15. - Hawkinson

Note: Johnie R. recused himself from this discussion as well; however, due to the nature of the item, Johnie R. was available for questions as he is the lessee of the property and the individual/company requesting the Conditional Use.

Janet H. introduced the item for Council.

Johnie R. as the applicant presented his needs of a greenhouse operation and how the Conditional Use will satisfy those operational needs. Discussion ensued as to the needs and traffic patterns and winter use. He will have minimal staffing use after growing season other than morning and evening and then even less in the winter period. Johnie R. noted they will not be using grow lights or similar in the operation.

Shelley B. wanted to ensure that no storage of personal items and vehicles would be on the site. She stressed the need for a business like operation.

Janet H. stated the Planning Commission was concerned with subletting of the property. It was noted that the lease contract is specific to the operation as a greenhouse.

Hawkeye opened the Conditional Use permit for Public Hearing, no comment. It was noted that Johnie R. had departed the room during deliberation.

Motion by Shelley B., second by George B., to approve Resolution 6 - Series 2015, a Resolution approving a conditional use application CU 01-15 with the additional condition that no private storage would be allowed on the site. Motion passed 5-0. Note Johnie R. recused himself and Ozzy excused absent.

8. Discussion/Action Item: Ordinance 3 - Series 2015 (First Reading), an Ordinance authorizing the Mayor of the Town of Minturn to enter into a lease agreement with Johnie's Garden Inc for the lease of real property owned by the Town of Minturn – Powell

Note: Johnie R. continued to be recused from the meeting and discussion due to a conflict of interest. He was present only as the applicant of the proposed lease.

Discussion ensued as to the comparable costs for land leases. Willy P. noted how the price was set and felt it was comparable to like uses at this end of the valley. Willy P. noted the square foot cost is the same as the cost charged by UPRR and confirmed that the costs were comparable although not necessarily on a one for one basis to the other leases on the lease lot site. Shelley B. felt it was important that we have a standard rate so as to avoid indiscretions or improper favoritism. Matt S. felt this was a good guideline but each lease is approved by Council so it can be reviewed on a one to one specific basis.

Shelley B. stated she felt the term of the lease might be better to expire at a time out of the growing season. Mike S. stated this lease was based on a three year annual, that the dates were negotiated and approved by the lessee, and that it had allowances for short term holdover and could be addressed at the close of the lease.

Hawkeye asked if we should limit subletting by the tenant. It was stated that the Town has the authority to approve such a sublet. Council agreed it should be stronger language to more restrict the possibility of subletting.

Discussion ensued on the ability of supplying water. The goal is to have a permanent water source, currently this is seasonal.

Johnie R. expressed he did not have any issues with restricting the subletting.

Hawkeye opened the Public Hearing, no comments, Public Hearing was closed.

Motion by Shelley B., second by George B., to approve Ordinance 3 - Series 2015 (First Reading), an Ordinance authorizing the Mayor of the Town of Minturn to enter into a lease agreement with Johnie's Garden, Inc for the lease of real property owned by the Town of Minturn as presented with the restriction that subletting is limited and to extending the ending

date to June 30, 2018 in order to avoid growing season. Motion passed 5-0. Note Johnie R. recused himself and Ozzy excused absent.

At this time Johnie R. resumed his seat on the Council.

9. Discussion/Action Item: Resolution 4 - Series 2015, a Resolution setting leasing procedures for leases with the Town of Minturn for real property – Powell/Hawkinson

Willy P. outlined the Resolution and asked this be a considered discussion item rather than an action item and that it would be brought back at the next meeting for consideration as an Action Item.

Discussion ensued as to how the procedures will affect the leases and should standardized lease fees be adopted as part of the budget process. Janet H. noted the system currently requires the Planning Commission to review Conditional Use applications on the Lease Lot.

Shelley B. felt the importance of adopting square foot lease rates and fair market value surveys in advance or annually as part of the lease process.

Mike S. noted the policy might need to include not just square foot cost but size of land lease requested and uses that might have more intrusive impact on the land. Matt S. felt we should include temporary leases and how they are managed as well. Matt S. felt the land leases should be developed by the Manager and approved by the Council. A temporary lease should be allowable too for short term occupancy which can be managed at Staff level due to the short term nature. While a long term lease is negotiated by Staff and approved by Council.

Willy P. stated Staff will take the recommendations into account and bring them back at the next meeting with the recommendation for the Resolution.

It was noted no action need be taken tonight on the Resolution; rather it will be placed on the June 3 agenda for consideration.

COUNCIL AND STAFF REPORTS

10. Town Planner

- Design Review: 551 Main St – Approved

Janet H. outlined the item. Hawkeye noted the curb cut for the driveway is too big and that it would be in conflict with the code. Janet H. stated it was an existing driveway and garage; the garage would not be taken down. Hawkeye stated that the existing house was being removed there for the entire project would need to be brought in to code compliance.

It was noted by Mike S. 16-22-30 a lot that is nonconforming can be built on as long as it does not create a larger nonconformance. In this case the curb cut does not create a larger nonconformance.

Janet H. stated the Parks Committee has recommended the name of the park bathrooms be changed to "Adit" which is defined as an entrance to an underground room. The Committee felt it looked like a mine entrance therefore it seems to fit.

Discussion ensued as to the lighting of the 100 block with the remodel. The concern is that it will create a significant daylight effect all night long. At this point the fixtures or illuminates have not been selected so, although it is a valid concern, it will be mitigated with our dark sky desires. Shelley B. felt this was a street entry project and that it was not under the purview of the Park's Committee. It was expressly noted nothing has been decided and any decision would be brought to the Council.

Matt S. informed the Council that the Rail Road Committee had met and discussed how relationships could be mended with a thought to working together on things the Town can do to help the railroad in order to get them to work with the town on items such as a considered bike path alignments. Shelley B. noted we already police their lot for them.

The Council felt it was important to move forward with anything that would extend the bike path.

11. Town Attorney

- Battle Mountain update

Mike S. noted Staff has met with the BMR team. Cliff Thompson asked if BMR could address the Council on June 3. Shelley B. requested it be June 3 or the first meeting in July to ensure a full Council.

12. Town Manager

- Manager's Report

Re: Hiring of Town Manager and schedule

Per request of Council, attached is a proposed schedule for hiring a full time Manager. Previously Jay B. had emailed you the Powell/Minturn employment agreement.

The employment agreement clearly specifies that on or before August 31, 2015 the town will seek to hire a full time Manager or continue the extension of the Minturn/Powell agreement. See Section IX below. When negotiating this agreement, I stated I would like the summer to determine any further employment with the town and Council agreed. We also discussed the cost savings associated with my employment vs. a full time Manager.

Section IX also says I will assist in a candidate search and serve as manager until a replacement is hired, thus if a new hire takes place in 2016, I will continue my employment. Further, Section III states I will give a six months' notice if I decide to separate from town employment.

Section IX. TERM

The term of this Agreement shall be from November 1, 2014 through December 31, 2015. On or before August 31, 2015, Powell and Council will consult whether the Town will retain the services of a full time Town Administrator, or whether the Town and Powell desire to continue

under an extension of this Agreement for an additional period of time. In the event that Council decides to retain the services of a full time Town Administrator, Powell will assist with the candidate search and will continue to act as Town Administrator until a replacement is hired.

Section III. TERMINATION

Town may terminate this agreement by giving written notice to Powell of not less than fourteen (14) days. Powell may terminate this Agreement by giving written notice to Town of not less than six (6) months.

WEEK	TASK
1	Council appoints hiring committee
2	Committee recommends hiring process
3	Council confirms hiring process
3--7	Advertise for Manager position
7	Collect Resumes
8	Narrow field to 6 candidates
9--10	Reference checks by third party
12	Interview candidates
13	Select Finalists
14	Present Finalists to Town Council
16	Public "Meet and Greet" for Finalists
17	Followup questions for Finalists
18	Final Selection made by Council
18--21	Contract negotiation
22	Contract fully executed
22--24	Notice period
25	Manager starts work in Minturn any transition period with Powell working with new Manager

- Discussion regarding the Town Manager contract

Willy P. stated the contract that was signed was not correct. The approved contract includes a provision in the motion that approved Res 18-2014 to amend the date of May 31, 2015 from August 31, 2015.

Shelley B. stated she has brought this up several times now and it does need to be addressed. She stated it will take six months for the job search, his contract expires on December 31 unless extended, and we need to get this moving in order to have the proper time to perform this task.

Mike S. stated the Council has a lot of latitude in that it can terminate the current contract with a fourteen day notice. Willy P. agreed and noted his contract does allow extra time to accommodate a search and hire schedule.

It was directed to have this item on the worksession agenda for the next meeting. Shelly B. noted we have not conducted an evaluation on the Manager and that needs to be done as well and it should not be a form that the manager recommends as that seems inappropriate. Matt S. stated he felt a once a year evaluation is not conducive and it would be better to have an on-going evaluation process. He asked if that was available and if that might be an idea for Minturn. Hawkeye noted the HR director of the Town is the Town Attorney in order to separate the Staff having to address the Manager's performance or shortcomings.

Discussion ensued as to how the Council should address HR. It was directed to be on a near worksession.

Matt S. stated he thought the park bathrooms had a dedication today. Janet H. state the dedication needed to be rescheduled due to the inclement weather.

Willy P. stated we have not received written verification on the TAP grant but it should be coming any day. Hawkeye asked about the Boneyard and the conservation easement. Janet H. stated they are working on a site plan. There is not a deadline on the conservation easement and we are working with the County. The intent is to do the trails and what not now and then approve the conservation easement once it is completed. It was explained that once the easement is approved we cannot bring on heavy equipment to construct the trails and restrooms. Therefore, waiting is a better option and the county is behind this decision.

- Action Report

13. Town Council Comment

George B. requested the topic of Council Comments be addressed at a future meeting in order to have a better report on what is going on in the committees and in the community. It was agreed this was a good idea and should be discussed at a worksession item.

Johnie R. reiterated the Town Clean up and noted what is allowed and that hazmat materials are not. He noted Zippy's Ice Cream is open for the season. He noted that employees of Minturn business have a reduced rate.

Shelley B. noted that electronic recycling is not accepted at the Town Clean up but that on specific days it is allowed at the County Recycling centers for a nominal cost. Willy P. noted it is accepted at the County Landfill recycle site five days a week.

Earle B. noted the Minturn Community Garden is up and running. Earle B. noted that George and Linda B. had set up the fence. There are still some plots available. Applications can be picked up at 160 Main St (the application is on the porch) or at Sticky Fingers.

Hawkeye noted refrigerators and small electronics (computers, monitors, printers, etc) will be collected at no cost. Large TV's are not allowed. Liquid hazardous materials are not allowed but cans of solid paint (dry) and batteries will be allowed. As a courtesy, Freon does not need to be

removed, this will be taken care of by the recycler. Hawkeye also gave congratulations to the new Battle Mountain HS graduates.

FUTURE AGENDA ITEMS

14. Next Meeting – June 3, 2015

- Water Rate recommendation
- Eagle River Park Bathroom Opening
- BMR presentation
- Town Manager’s Evaluation

15. Future Meetings:

- 2014 Audit presentation and Acceptance of 2014 Audit
- 2015 Building Code update – Charlie Davis
- Marijuana discussion in a meeting in 2015
- Discussion of Council Comments from George B.

16. Set Future Meeting Dates

- May 20, 2015
- June 3, 2015
- June 17, 2015

a) Planning & Zoning Commission Meetings:

- May 13, 2015
- June 10, 2015

17. Other Dates:

18. Adjournment

Motion by Johnie R., second by Earle B., to adjourn at 9:20pm.

Hawkeye Flaherty, Mayor

ATTEST:

By: _____
Jay Brunvand, Town Clerk

**TOWN OF MINTURN, COLORADO
ORDINANCE NO. 03 – SERIES 2015**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE
TOWN OF MINTURN TO ENTER INTO A LEASE WITH
JOHNIÉ’S GARDEN, INC FOR THE LEASE OF REAL
PROPERTY OWNED BY THE TOWN OF MINTURN**

WHEREAS, Johnie’s Garden, Inc. (“Johnie’s Garden”), 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 Johnie’s Garden 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. § 31-15-713, 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.

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, regardless of the 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 20th DAY OF MAY, 2015. 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 JUNE, 2015 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

Initials: _____
Town Tenant

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 JUNE, 2015.

TOWN OF MINTURN, COLORADO

Hawkeye Flaherty, Mayor

ATTEST:

By: _____
Jay Brunvand, Town Clerk

Initials: _____
Town Tenant

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 and the conditional use permit 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 rent for any Renewal Term shall be subject to the same escalation based on the Consumer Price Index as provided for in paragraph 3.

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

Initials: _____
Town Tenant

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 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

Initials: _____
Town Tenant

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.

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

Initials: _____
Town Tenant

P. O. Box 309
Minturn, Colorado, 81645

To Tenant: Johnie’s Garden, Inc
P. O. Box 850
Minturn, Colorado 81645

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.
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.

Initials: _____
Town Tenant

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 04 - SERIES 2015**

**A RESOLUTION ADOPTING PROCEDURES TO GUIDE THE LEASE OF TOWN
PROPERTY IN THE LIONSHEAD CHARACTER AREA**

WHEREAS, the Town of Minturn owns certain real property located in the Lionshead Character Area near the cemetery on the north-east side of the Eagle River; and

WHEREAS, a portion of this property has been leased to third parties for light industrial uses for decades (the "Lease Lot"); and

WHEREAS, payments from leases of the Lease Lot provide an important source of revenue to the Town which is used to enhance the quality of life in Minturn; and

WHEREAS, the Town has also located and operates its public works facility on this property; and

WHEREAS, there currently are vacant areas on the Lease Lot that historically have been used for light industrial purposes that the Town desires to lease; and

WHEREAS, the Town has undertaken improvements to the Lease Lot to facilitate additional uses including: adding width to the berm, adding top soil and native landscaping on the berm; removing unwanted rock spoils from the usable area; relocating a tenant; changing the location of the driveway cut; and conducting a general cleanup of the area; and

WHEREAS, the Town desires to adopt protocols for leasing portions of the Lease Lot to future third parties; and

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MINTURN AS FOLLOWS:

1. The Town desires to continue the historic practice of allowing the Lease Lot to be leased to third parties to provide space for light industrial activities. Making the lease lot available promotes the public use of economic development, providing jobs in Minturn, and providing goods and services to local businesses and the community.
2. Leases to third parties shall represent the fair market value of the leased space within the community. Current lease rates are further described on Exhibit A. Proceeds from leases of the Lease Lot shall be deposited into the general fund for use by the Town.
3. After improvements are made and when space in the Lease Lot is available, the Town shall make the possibility of leasing the property generally known to third parties. This may include posting a notice on the Town's website or, in the discretion of the Town Manager, publishing notices in the newspaper or promoting the space with realtors and leasing brokers.

4. The Town Manager shall have the authority to enter into a temporary lease for space in the Lease Lot for a period not to exceed 60 days. All temporary leases shall pay rent based on the most current lease rates approved by Council.
5. Lessees at the Lease Lot shall apply for and receive a conditional use permit from the Town. Lessee shall be responsible for making and processing an application for the conditional use permit. The conditional use permit shall adequately describe impacts to public facilities (i.e. traffic, roads, utilities, water demand) and to adjoining properties (i.e. light, dust, noise, vibration).
6. The Town and the Lessee shall enter into a lease agreement reviewed by the Town attorney and approved by the Town Council. Town Council may approve a lease in its sole discretion. The Lease may be approved concurrently with the conditional use permit.

INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this 3rd day of June, 2015.

By: _____
Mayor

ATTEST

By: _____
Town Clerk

EXHIBIT A

The lease rate for Minturn owned land for light industrial activities at the "Leased Lot" shall follow the table below, which table may be updated by Council by majority vote from time to time. Determination of future changes in the lease rate shall be made based on a survey of rates charged for similar light industrial property in Minturn and neighboring areas. Any final lease rate will be approved within a lease agreement approved by Town Council (which may vary from the lease rate in this table).

Within the below categories the lease rate may be adjusted by the level of intensity of the activities on the Town's property including such factors as: number of trips per day accessing the site, noise levels, fugitive dust, odors and fumes and general activity at the site.

Lots up to 7500 Square Feet

The lease rate shall be between \$2.00--\$2.50 per square foot per year.

Lots larger than 7500 Square Feet

The lease rate shall be between \$1.30—\$2.00 per square foot per year.

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

William Powell, 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 June 3, 2015

Mineral and Energy Impact Grant

Janet and Willy met with DOLA representative Greg Winkler on May 27 to discuss Minturn’s grant application for the Entryway/100 Block project. Staff will need to make a presentation to the advisory committee in Steamboat Springs on July 20 or 21. Awards are to be announced in late July. Contracts will not be ready until late August of early September. This schedule places the project in jeopardy for any Fall construction.

Towing vehicles

Darin Tucholke has submitted to me all necessary paper work to use West Vail Shell for towing and storage of vehicles. I have informed ESCO and they will use these services to add convenience and lower transport costs to individuals whose cars have been impounded.

①

Public record
May 27, 2015

Town Council

We want you to put the Federal survey pins and other pins back in that you took out with your concrete and pavement on the 100 + 200 block while taking our pavement out over our protest. Taking out federal pins is a federal offence. I can call the Feds again.

May 2012 I went to court because I put a private land sign on my/our land. My testimony was lost by the court. This was the second time this happend, the lady said. They cut me short in court, when I wanted to talk about Tededo ave. They also took me to court with my toothless dog. I told the judge he was on our land. He said that the judgement was final. I told the judge, I would prove that was our land. I gave him a tape and showed him a pitcher of the river before we put the land in, also the letter that explained ~~everything~~ everything, or the last letter I sent you in 2014.

When the town of Minterm took out the 100 block pavement, they left the pavement for a month from Gordon Flaherty's to the bridge. I think the judge was begining to believe me.

~~to~~

(Go to Page 2)

May 27, 2015

Town Council.

The people doing the road, told me to check the Geo. general land office and the land Bureau. I checked both of them. There was nothing there. By not having anything there proves what I have been saying in my letters along.

With my/our land taken away in back I littery have no parking, for myself, friends or relatives when they come to visit.

Parking on main street is so bad, never have room to park. Business in town take up all the parking.

I will give the town one, where your water tank is, bury your cows six feet deep so they don't stink. Do my position clear.

a minturnite

Frank G Sanders Jr

ACTION ITEMS REPORT

From: Town Manager
03-Jun-15

Action Item	Responsible staff	Status
Eagle River Park Grant "History Walk in the Park" and bathrooms	Hawkinson	landscaping nearly complete Design for educational portion beginning
Lease Lot cleanup and leasing	Martinez	improve berm, change entrance, remove spoils, access road make improvements, then advertise spaces conditional use permits and land lease for tenants lease procedures considered June 3
Boneyard	Hawkinson	slash piles cleaned, VSSA and boy scouts site plan reviewed by PZ on 1/15, Council County has given comments on site plan, mgmt plan
Little Beach Park perfect ownership	Powell Sawyer	quiet title action has been filed
Memorialization Guidelines	Metteer	staff presented Jan. 21
Minturn Fitness Center	Powell Rosenfeld Bidez	achieve property tax exemption--application is submitted achieve 501.c.7 non-profit status
Minturn Education Fund	Powell Bellm	achieve 501.c.3 non-profit status annuity monies to be tranferred around April 20 scholarships to be awarded in Spring
Zoning Code Amendments	Hawkinson Powell Sawyer	phase 1 complete and adopted by Council phase 2 schedule to be decided
Guide Sign Plan	Metteer	staff presentation on April 1 Take to CDOT for approval
Water Rate Structure and Rates	Powell water committee	continued discussion June 3 Potential Amendments to Water Ordinance
Entryway/100 Block Project	Powell Hawkinson Inter-Mountain Engr.	concept plan complete and reviewed by stakeholders staff and engineers reviewing comments of stakeholders Mineral and Energy Impact Grant submitted April 1, July awards
South Minturn Engineering	Powell Hawkinson Inter-Mountain Engr.	Waiting for award letter a procedures "check list" meeting with CDOT to be scheduled Spanel and Powell discussing scope and details of project