



2015

# Minturn Council Meeting

Wednesday October 7, 2015

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

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

**PLEASE REMEMBER TO BRING  
YOUR 2016 BUDGET BOOK.**



## **Agenda**

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

**Wednesday October 7, 2015**

**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 FY2016 Budget Book**

- 2016 Budget Review – Brunvand Pg 4

**Regular Session – 6:30pm**

**1. Call to Order**

- Roll Call
- Pledge of Allegiance

**2. Approval of Agenda**

- Items to be Pulled or Added

**3. Liquor Authority**

- Shop N Hop Annual Renewal of a 3.2 Beer License; 401 Main St.; Terry Marcum, Owner – Brunvand Pg 11
- Gail Crowder, DBA Minturn Mile Liquors Annual Renewal of a liquor store License; 341 Main St.; Gail Crowder, Owner – Brunvand Pg 16

**4. Approval of Minutes**

- September 1, 2015

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

**6. Special Presentations**

- Eagle Valley Land Trust update from Exec Director Jim Doss
- Committee Report – Eagle River Park Bathrooms – Bellm (Economic Dev) Pg 21

**PUBLIC HEARINGS AND ACTION ITEMS**

**7. Action Item: Resolution No. 11 – 2015 a Resolution considering a permit for encroachment – Hawkinson Pg 22**

**8. Action Item: Resolution No. 12 – 2015 a Resolution considering approval of an Intergovernmental Agreement for the engineering of the Minturn bike path alinement – Hawkinson Pg 35**

**9. Action Item: Council motion to formally accept the FY2015 Preliminary Budget – Brunvand Pg 43**

**COUNCIL AND STAFF REPORTS**

**10. Town Planner**

**11. Town Manager**

- Action Item Report

**12. Town Council Comments**

**13. Town Attorney**

**EXECUTIVE SESSION**

**14. 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) – Dowd Junction – Powell/Sawyer**

## FUTURE AGENDA ITEMS

### **15. Next Meeting – October 21, 2015**

- Budget Review – FY 2016 Decision Points (Worksession) – Powell/Brunvand
- Special Presentation – Augustana Senior Care Home update
- Action Item – Eagle County Gives Proclamation

### **16. Future Meetings:**

- Meeting: Discussion/Action – 1st Public Hearing on proposed fiscal year 2016 Budget – review public funding requests – White/Brunvand 11/4/15
- Meeting: Discussion/Action – 2<sup>nd</sup> Public Hearing on proposed fiscal year 2016 Budget and First Reading of Budget Ordinances – Brunvand 11/18/15
- Meeting: Discussion/Action – 2<sup>nd</sup> and Final Reading of proposed 2016 Budget Ordinances – Brunvand 12/1/15

### **17. Set Future Meeting Dates**

#### a) Council Meetings:

- October 21, 2015
- November 4, 2015
- November 18, 2015

#### b) Planning & Zoning Commission Meetings:

### **18. Other Dates:**

### **19. Adjournment**



# TOWN OF MINTURN

FISCAL YEAR 2016 BUDGET

October 7, 2015

Council Worksession

# FY2016 Budget

## General Fund Revenue - Highlights

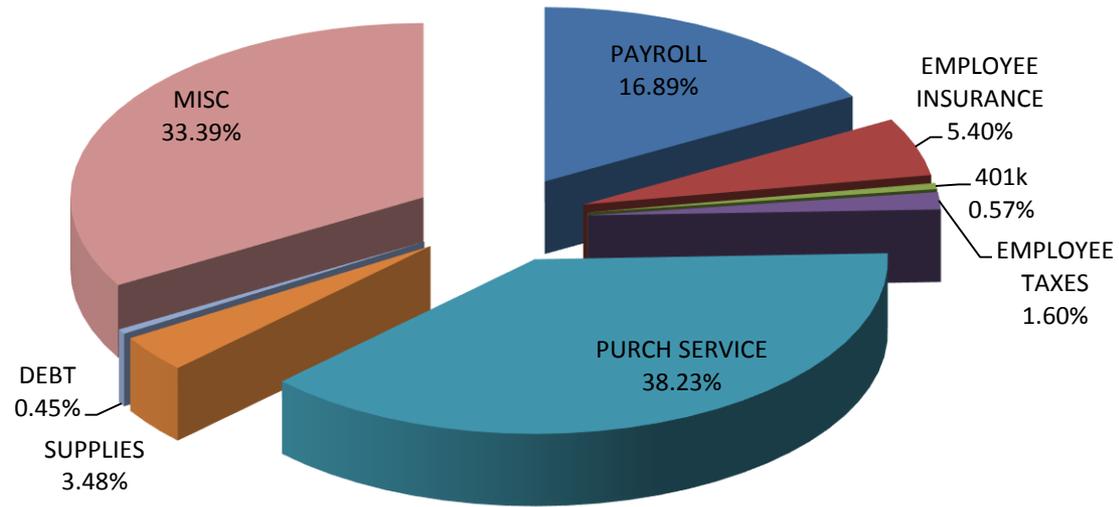
- 2016 Property Tax collections based on the recent valuations will increase over 2015.
- Sales Tax is projected to increase over 2015.
- Additional revenue increases due to Lease Lot Revenues.

# FY2016 BUDGET

- 2016 Gen Fund total Expenses \$1,998,462.
- 2016 Ent Fund total Expenses \$734,791.
- The majority of General Fund increase in 2016 are due to Special Projects related to road enhancement and repairs.

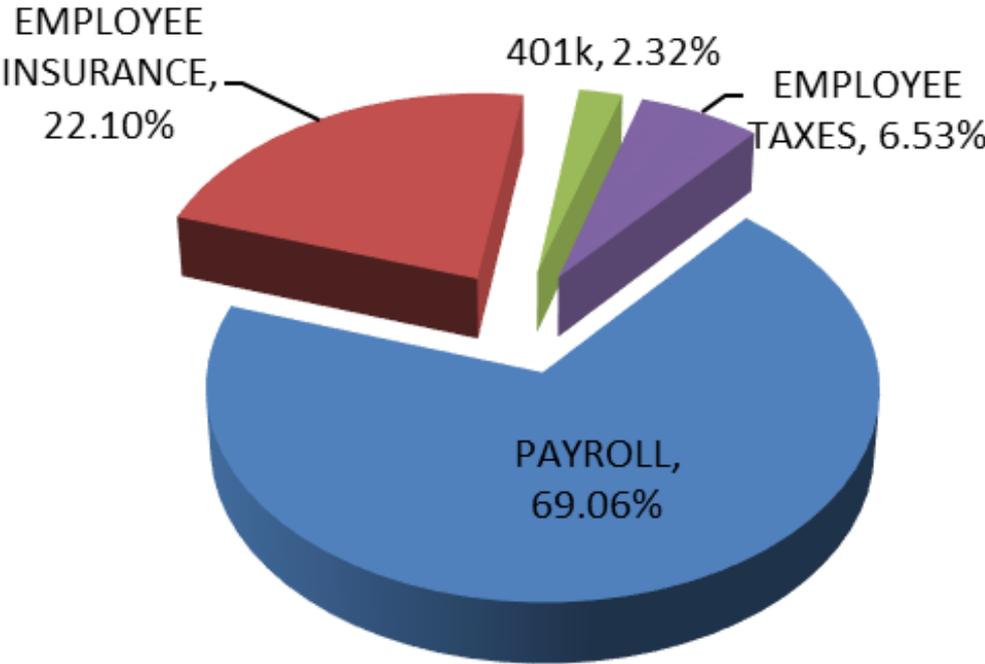
# FY2016 BUDGET

## FY2016 EXPENSES BY PERCENT



# FY2016 PAYROLL BUDGET

## WAGES, TAXES, AND BENEFITS



# FY2016 BUDGET

YEAR	ACTUAL EMP'EE INSURANCE COST	TOTAL EMP'EES	COST PER EMP'EE	PERCENT INC/(DEC)
2006	194,336.22	16	12,146.01	-
2007	209,670.24	15	13,978.02	13%
2008	230,803.52	14	16,485.97	15%
2009	204,771.96	14	14,626.57	-11%
2010	188,673.32	12	15,722.77	-8%
2011	194,131.29	11	17,456.45	9%
2012	179,845.00	11	16,349.00	-6%
2013	188,321.49	11	17,120.13	6%
2014	180,057.68	11	16,368.88	5%
2015 Est	200,650.00	8	25,081.25	10%
2016 Budget	177,000.00	8	22,125.00	-11%

# FY2016 BUDGET

## **Questions And Answers**

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  
Councilmember – Shelley Bellm  
Councilmember – Earle Bidez  
Councilmember – John Rosenfeld  
Councilmember – Jason Osborne  
Councilmember – Matt Scherr

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### AGENDA ITEM COVER SHEET

<b>AGENDA TITLE:</b> The Shop N Hop #12 Store Annual Renewal of a 3.2% Beer Liquor License; 401 Main St.; Terry Marcum, Owner
<b>MEETING DATE:</b> September 25, 2015
<b>PRESENTER:</b> Brunvand
<b>BACKGROUND:</b> This is an application for annual renewal of a 3.2% Beer liquor license. The application has been reviewed and an on-site review of the premises was conducted by the Clerk and no issues have been found. The application has been reviewed by the Town Attorney and an investigation of the police records has been conducted by the Eagle County Sheriff’s Office and no issues that would preclude approval were found.  Staff is recommending approval of this renewal by Council.
<b>CORE ISSUES:</b>
<b>BUDGET/FINANCE IMPLICATIONS:</b> An annual renewal fee of \$53.75 has been paid to the Town.
<b>STAFF RECOMMENDATION/MOTION:</b> “Motion to approve The Shop N Hop #12 Store Annual Renewal of a 3.2% Beer Liquor License; 401 Main St.; Terry Marcum, Owner as presented.”

**LIQUOR OR 3.2 BEER LICENSE  
 RENEWAL APPLICATION**

Fees Due	
Renewal Fee	\$96.25
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
<b>Amount Due/Paid</b>	<b>96.25</b>

SHOP & HOP #12  
 P O BOX 866  
 EDWARDS CO 81632-0866

Make check payable to: **Colorado Department of Revenue**.  
 The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

**RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE**

Licensee Name <b>MARCUM TERRY S</b>		DBA <b>SHOP &amp; HOP #12</b>		
Liquor License # <b>23312180002</b>	License Type <b>3.2% Beer Off Premises (city)</b>	Sales Tax License # <b>23312180002</b>	Expiration Date <b>11/1/2015</b>	Due Date <b>9/17/2015</b>
Street Address <b>401 MAIN STREET MINTURN CO 81645</b>				Phone Number <b>(970) 926-1240</b>
Mailing Address <b>P O BOX 866 EDWARDS CO 81632-0866</b>				<b>748-9660</b>
Operating Manager <b>Terry Marcum</b>	Date of Birth <b>8/2/53</b>	Home Address <b>20 Shotgun Circle Edwards Co 81632</b>		Phone Number <b>970 926 1233</b>

- Do you have legal possession of the premises at the street address above?  YES  NO  
 Is the premises owned or rented?  Owned  Rented\* \*If rented, expiration date of lease \_\_\_\_\_
- Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.  YES  NO  
**NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:** If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation.  YES  NO
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation.  YES  NO
- Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation.  YES  NO  
*3.2 beer Shop & Hop #12 Avon, HI - Gypsum package liquor Hwy 6 liquor - Gypsum*
- SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and **attach a copy of their driver's license, state-issued ID or valid passport.**

**AFFIRMATION & CONSENT**

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business <b>Terry S. Marcum</b>	Title <b>owner</b>
Signature <i>Terry S. Mac</i>	Date <b>9/21/15</b>

**REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY**

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. **THEREFORE THIS APPLICATION IS APPROVED.**

Local Licensing Authority For	Date
Signature	Title
	Attest



## AFFIDAVIT - RESTRICTIONS ON PUBLIC BENEFITS

I, Terry S. Marcum, swear or affirm under penalty of perjury under the laws of the State of Colorado that **(check one)**:

- I am a United States citizen.
- I am not a United States citizen but I am a Permanent Resident of the United States.
- I am not a United States citizen but I am lawfully present in the United States pursuant to Federal law.
- I am a foreign national not physically present in the United States.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature

*Terry S. Marcum*

Date

*9/21/15*

LIQUOR LICENSE RENEWAL FORM  
LOCAL LICENSING AUTHORITY - TOWN OF MINTURN

Name of Establishment: Shop n Hop #12

Date of Submittal: 9/24/15 License Expires: 11/1/15

Application is a:

- |                                                  |                                                    |
|--------------------------------------------------|----------------------------------------------------|
| <input checked="" type="checkbox"/> Renewal      | <input type="checkbox"/> Change in Corporate       |
| <input type="checkbox"/> Manager Registration    | <input type="checkbox"/> Partnership or Trade Name |
| <input type="checkbox"/> Modification of Premise | <input type="checkbox"/> Transfer of Ownership     |
| <input type="checkbox"/> Change on Corporate     | <input type="checkbox"/> Other _____               |
| <input type="checkbox"/> Change in Location      |                                                    |

Scheduled for Council meeting on: October 7, 2015

1.  Fees paid: Local \$ 53.75 and State \$ 96.25.
2. N/A Status of Corporation verified with Secretary of State and found to be in good standing. (Town Clerk's Initials)
3.  Operating Manager verified and registered.
4.  Sales tax submittals current.
5.  Water bill submittals current.
6.  Business license current.
7.  Police Department approval for renewal.
  - a.  Officer's report (see attached):
  - b.  List of violations within the last year: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



TOWN OF MINTURN  
P.O. Box 309 (302 Pine Street)  
Minturn, Colorado 81645-0309  
970-827-5645 Fax: 970-827-4049  
treasurer@minturn.org

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

**MEMORANDUM**

To: Mike Sawyer, Attorney  
Phillip Cusick, ECSO/Minturn

CC:

Date: 9/28/15 1:31 PM

RE: Liquor License

Attached please find a copy of the Annual Liquor License Renewal Application for a 3.2% Beer Liquor License for the Shop N Hop #12, Terry Marcum, Owner located at 401Main St. I have reviewed the application and conducted an onsite inspection and found no issues. Further although I have asked the ECSO to review the application, I am not aware of any concerns that might have occurred at the location during the past year. I am forwarding it on to you for further review and your report.

Please let me know if you have any questions or concerns, which I may be able to answer.

Thanks, jay

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



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Councilmember – Jason Osborne  
Councilmember – Matt Scherr

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### AGENDA ITEM COVER SHEET

<b>AGENDA TITLE:</b> The Minturn Mile Liquor Store Annual Renewal of a Liquor Store License; 341 Main St.; Gail Crowder, Owner
<b>MEETING DATE:</b> September 25, 2015
<b>PRESENTER:</b> Brunvand
<b>BACKGROUND:</b> This is an application for annual renewal of a Liquor Store liquor license. The application has been reviewed and an on-site review of the premises was conducted by the Clerk and no issues have been found. The application has been reviewed by the Town Attorney and an investigation of the police records has been conducted by the Eagle County Sheriff’s Office and no issues that would preclude approval were found.  Staff is recommending approval of this renewal by Council.
<b>CORE ISSUES:</b>
<b>BUDGET/FINANCE IMPLICATIONS:</b> An annual renewal fee of \$122.00 has been paid to the Town.
<b>STAFF RECOMMENDATION/MOTION:</b> “Motion to approve The Minturn Mile Liquor Store Annual Renewal of a Liquor Store License; 341 Main St.; Gail Crowder, Owner

## LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

MINTURN MILE LIQUORS  
 PO BOX 1603  
 VAIL CO 81658

Fees Due	
Renewal Fee	\$227.50
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
<b>Amount Due/Paid</b>	

Make check payable to: **Colorado Department of Revenue**.  
 The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

**RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE**

Licensee Name <b>CROWDER GAIL W</b>		DBA <b>MINTURN MILE LIQUORS</b>		
Liquor License # <b>26358210000</b>	License Type <b>Liquor Store (city)</b>	Sales Tax License # <b>26358210000</b>	Expiration Date <b>11/15/2015</b>	Due Date <b>10/1/2015</b>
Street Address <b>341 MAIN ST MINTURN CO 81645</b>				Phone Number <b>(970) 827 5220</b>
Mailing Address <b>PO BOX 1603 VAIL CO 81658</b>				
Operating Manager <i>GAIL CROWDER</i>	Date of Birth <i>5/26/1955</i>	Home Address <i>310 Stone Creek PO Box 1403 Vail CO 81658</i>		Phone Number <i>970 401 3041</i>

1. Do you have legal possession of the premises at the street address above?  YES  NO  
 Is the premises owned or rented?  Owned  Rented\* \*If rented, expiration date of lease \_\_\_\_\_
  
2. Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.  YES  NO  
**NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:** If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
  
3. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation.  YES  NO
  
4. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation.  YES  NO
  
5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation.  YES  NO
  
6. **SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and **attach a copy of their driver's license, state-issued ID or valid passport.**

**AFFIRMATION & CONSENT**

*I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.*

Type or Print Name of Applicant/Authorized Agent of Business <i>Gail Crowder</i>	Title <i>OWNER</i>
Signature <i>Gail Crowder</i>	Date <i>9-14-15</i>

**REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY**

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. **THEREFORE THIS APPLICATION IS APPROVED.**

Local Licensing Authority For	Date
Signature	Title
	Attest



## AFFIDAVIT - RESTRICTIONS ON PUBLIC BENEFITS

I, Gail Crowder, swear or affirm under penalty of perjury under the laws of the State of Colorado that **(check one)**:

- I am a United States citizen.
- I am not a United States citizen but I am a Permanent Resident of the United States.
- I am not a United States citizen but I am lawfully present in the United States pursuant to Federal law.
- I am a foreign national not physically present in the United States.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature <u>Gail Crowder</u>	Date <u>9-14-15</u>
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LIQUOR LICENSE RENEWAL FORM  
LOCAL LICENSING AUTHORITY – TOWN OF MINTURN

Name of Establishment: Minturn Mile Liquors

Date of Submittal: 9/14/15 License Expires: 11/15/15

Application is a:

- |                                                  |                                                    |
|--------------------------------------------------|----------------------------------------------------|
| <input checked="" type="checkbox"/> Renewal      | <input type="checkbox"/> Change in Corporate       |
| <input type="checkbox"/> Manager Registration    | <input type="checkbox"/> Partnership or Trade Name |
| <input type="checkbox"/> Modification of Premise | <input type="checkbox"/> Transfer of Ownership     |
| <input type="checkbox"/> Change on Corporate     | <input type="checkbox"/> Other _____               |
| <input type="checkbox"/> Change in Location      |                                                    |

Scheduled for Council meeting on: 10/7/15

1.  Fees paid: Local \$ 122.50 and State \$ 227.50
2. N/A Status of Corporation verified with Secretary of State and found to be in good standing. (Town Clerk's Initials)
3. N/A Operating Manager verified and registered.
4.  Sales tax submittals current.
5.  Water bill submittals current.
6.  Business license current.
7.  Police Department approval for renewal.
  - a.  Officer's report (see attached):
  - b.  List of violations within the last year: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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

**MEMORANDUM**

To: Mike Sawyer, Attorney  
Phillip Cusick, ECSO/Minturn  
CC:  
Date: 9/15/15 9:28 AM  
RE: Liquor License

Attached please find a copy of the Annual Liquor License Renewal Application for a Liquor or 3.2 beer Liquor License for the Minturn Mile Liquor Store, Gail Crowder Owner located at 341 Main St. I have reviewed the application and am forwarding it on to you for further review and your report.

Please let me know if you have any questions or concerns, which I may be able to answer.

Thanks, jay

# 2015 America's Best Restroom Contest:

Minturn is in  
the Top 10!!!!

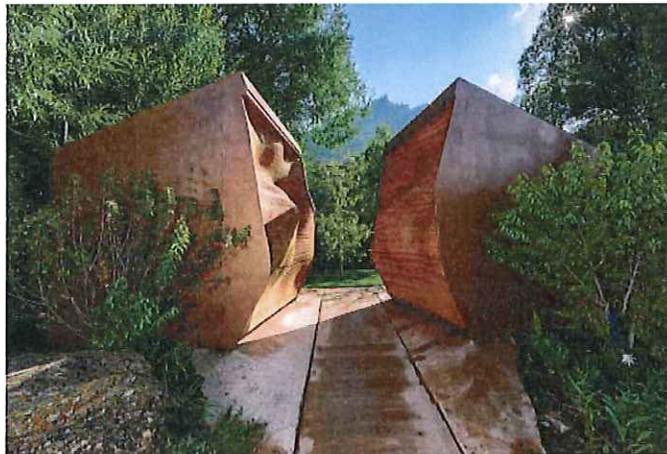


National Media Coverage for Minturn

## Let's Win First Place!!!!

Vote for Minturn at:

[www.bestrestroom.com/us](http://www.bestrestroom.com/us)



Informational video on contest - the winner of the "Best Bathroom in America" receives national news coverage, including CNN, Fox and People Magazine - Cinta's Best Restroom Contest

view last years winner & press coverage:

<https://www.youtube.com/watch?v=ZC46invZ6-Y>

**TOWN OF MINTURN, COLORADO  
RESOLUTION NO. 11 – SERIES 2015**

**A RESOLUTION TO APPROVE A PERMIT APPLICATION  
FOR AN ENCROACHMENT AGREEMENT BETWEEN  
THE OWNERS OF 102 NELSON AVENUE AND THE  
TOWN OF MINTURN.**

WHEREAS, Section 11-3-10 of the Minturn Code prohibits the location of any encroachment on Town property except with permit or approval as contemplated in the Code.

WHEREAS, Section 11-3-80 of the Minturn Code provides for a Permit Application for Encroachment: Any person desiring to erect a building, fence, barrier, post or other obstructions or encroachment upon any street, avenue, alley, sidewalk, highway, public right-of-way, or other public ground within the Town shall file a written application for a permit thereof upon a form prepared and provided by the Town.

WHEREAS, the applicant has provided a complete application and description of the encroachment on Town Property.

WHEREAS, the encroachment is for a retaining wall to hold a hillside in place.

WHEREAS, the encroachment does not constitute a nuisance, destroy or impair the use of the right-of-way by the public or constitute a traffic hazard.

WHEREAS, the applicant has paid all fees associated with this permit application.

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

1. The Minturn Town Council hereby approves the Encroachment Application for 102 Nelson Avenue.
2. Applicant shall enter into an encroachment agreement with the Town that complies with the provisions of the Minturn Town Code.
3. A copy of this Resolution and the encroachment agreement may be recorded in the public records of Eagle County.

**INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this 7<sup>th</sup> day of  
October, 2015.**

TOWN OF MINTURN

By:

\_\_\_\_\_  
Mayor

ATTEST:

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

## ENCROACHMENT AGREEMENT

This ENCROACHMENT AGREEMENT (“Agreement”) entered into this 7<sup>th</sup> day of October, 2015, by and between the Town of Minturn, a Colorado Home Rule Municipality, (“Minturn”) and Dina Berg, the owner of real property located at 102 Nelson Ave, Minturn Colorado (“Owner”).

### RECITALS

WHEREAS, Minturn owns a parcel of property on Nelson Ave, Town of Minturn, Eagle County, Colorado, Eagle County Parcel Number 2103-263-00-021.

WHEREAS, Owner owns a parcel of property at 102 Nelson Ave, Town of Minturn, Eagle County, Colorado, Eagle County Parcel Number 2103-263-23-003.

WHEREAS, Owner’s predecessor-in-interest constructed a retaining wall that encroaches upon Minturn’s property. The Owner has applied for an encroachment agreement with Minturn.

WHEREAS, the Town Council of Minturn approved Resolution No. 11, Series 2015 that authorizes the Town to enter into an encroachment agreement with Owner.

WHEREAS, the encroachment does not interfere with public use of Minturn’s property, public roads nor does it create a public safety hazard.

NOW, THEREFORE, for and in consideration of the covenants and agreements contained herein, the parties do hereby agree as follows:

### TERMS

1. **Encroachment:** Owner may maintain the retaining wall encroachment on Minturn’s property, depicted on **Exhibit A**, to hold the hillside from eroding down onto Owner’s property and home. Without written permission of Minturn, Owner shall not enlarge, replace, nor substantially modify the retaining wall. Owner shall not use Minturn’s property for any other purpose.
2. **Term:** This Agreement shall extend from the date of the execution of this Agreement until the aforementioned retaining wall is removed, allowed to substantially deteriorate, or destroyed.
3. **Fee:** A onetime application fee payable upon execution of this agreement shall be paid by the Owner to Minturn in the amount of \$500.00.

4. **Condition of Site:** During the term of this Agreement, Owner shall keep Minturn's property in good and safe condition, free from debris or refuse. At all times Owner shall comply with the terms of the Minturn Code related to encroachments.
5. **Insurance:** The Owner shall obtain and provide the Town with a copy of an umbrella liability policy covering the encroachment area and in limits of no less than one million dollars (\$1,000,000.00). Such policy shall be renewed by the Owner each year for the life of the encroachment, and a copy of each new policy shall be furnished to the Town upon the anniversary date of this Agreement. The Town shall be a named insured on Owner's umbrella liability policy. Failure to provide the policy as required shall automatically nullify this Agreement further notice and shall require the Owner's removal of the encroachment at the Owner's sole expense. Should the applicant fail to remove the encroachment within a reasonable time, the Town may declare the encroachment a public nuisance, undertake removal and attach a lien to the applicant's property for the costs of the removal.
6. **Release from Liability:** Owner releases and discharges Minturn from any and all liability arising from the execution and performance of this Agreement.
7. **Indemnification:** Owner agrees that it will indemnify, defend and hold harmless Minturn and its officers, employees, and agents from and against any claim, liability, obligation, loss, damage, assessments, judgment, cost (including attorney fees) or expense incurred as a result of this Agreement, Owner's activities on and use of Minturn's property, or the proximity of Owner's property to Minturn's property, with respect to investigating, preparing or defending against any litigation or claim, action, suit, proceeding or demand of any kind or character.
8. **Disclaimer:** Owner and Owner's successors-in-interest disclaim any and all rights or claims, whether now or in the future, against any and all parts of Minturn's property by virtue of adverse possession or easement by prescription.
9. **Runs with Land:** So long as Owner is in compliance with the terms of this Agreement and such other provisions of the Minturn Code that apply to encroachments, this Agreement shall be deemed to run with the land for the benefit of the property described as:

Lot 3 of the Farrell Subdivision  
Reception Number: 200615175  
Address 102 Nelson Avenue, Minturn
10. **Recording:** The Agreement may be recorded in the public records of Eagle County.
11. **Binding Agreement:** It is understood and agreed that this Agreement shall be binding upon the assigns and successors in interest of the parties hereto.

TOWN OF MINTURN

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

ATTEST:

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

DINA BERG:  
\_\_\_\_\_

STATE OF )  
 ) ss  
COUNTY OF )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, on behalf of the Town of Minturn.

My commission expires: \_\_\_\_\_

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

STATE OF )  
 ) ss  
COUNTY OF )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2015, by Dina Berg

My commission expires: \_\_\_\_\_

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public





# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
10/01/2015

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY <b>StateFarm</b> COMERFORD INSURANCE AGENCY INC P O BOX 4079 EAGLE CO 81631		PHONE (A/C, No, Ext): 970 328-4000		COMPANY State Farm Fire and Casualty Company		NAIC # 25143	
FAX (A/C, No): 970 328-4956		E-MAIL ADDRESS:		LOAN NUMBER		POLICY NUMBER 86-BS-H797-3	
CODE:		SUB CODE:		EFFECTIVE DATE 10/27/2014		EXPIRATION DATE 10/27/2016	
AGENCY CUSTOMER ID #:						<input checked="" type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
INSURED BERG, DINA P O BOX 291 MINTURN, CO 81645				THIS REPLACES PRIOR EVIDENCE DATED:			

### PROPERTY INFORMATION

LOCATION/DESCRIPTION 102 NELSON AVE MINTURN, CO 81645
-------------------------------------------------------------

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

### COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
LIABILITY	\$1,000,000	0

### REMARKS (Including Special Conditions)

--

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

### ADDITIONAL INTEREST

NAME AND ADDRESS TOWN OF MINTURN P O BOX 309 MINTURN, CO 81645	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #	AUTHORIZED REPRESENTATIVE

Sec. 11-3-80. - Permit application for encroachment.

Any person desiring to erect a building, fence, barrier, post or other obstructions or encroachments upon any street, avenue, alley sidewalk, highway, public right-of-way or other public ground within the Town shall file a written application for a permit therefor upon a form prepared and provided by the Town. Said application shall state therein the following:

(1)

The applicant's name, address and telephone number.

Dina Berg, 102 Nelson Avenue, PO Box 291, Minturn, CO 81645

(2)

The location of the proposed encroachment, obstruction or structure

See survey

(3)

The type of encroachment, obstruction or other structure.

Retaining wall

(4)

The purpose of the proposed encroachment or other structure

Protect our home from damage caused by erosion of or run-off from the hill behind it.  
Enhance visual appeal

11-3-90 - Insurance

11-3-120 License Agreements

Encroachment  
License Agreement  
Resolution

(Ord. 4, 2009 §1)

Sec. 11-2-90. - Investigation; fee; revocation of permit.

(a)

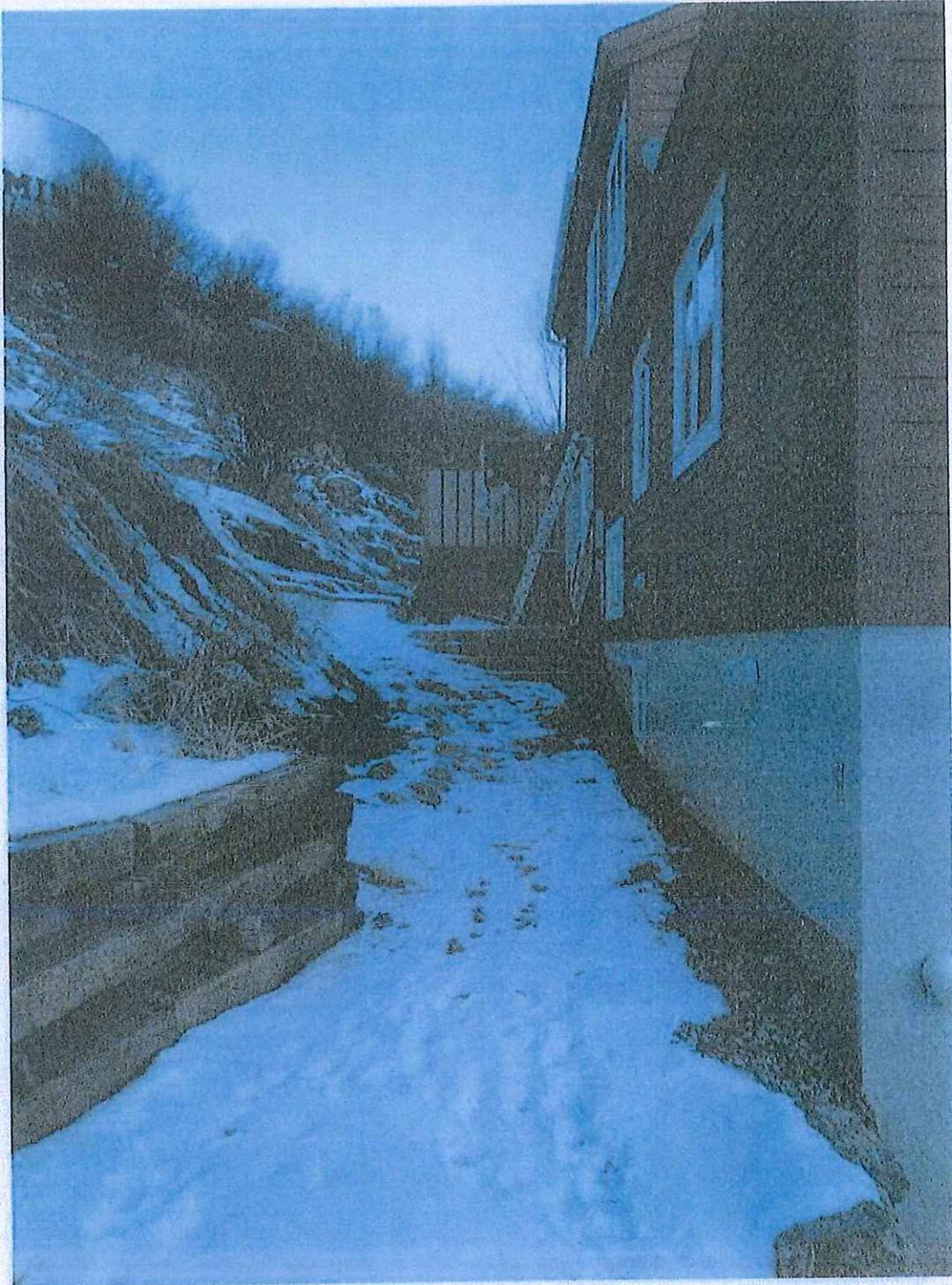
The application provided for in Section 11-3-80 above shall be made to the Town Administrator. The Town Administrator shall make an investigation of the information contained in the application and, prior to the issuance of a permit, shall determine that the proposed encroachment, obstruction or other structure does not constitute a nuisance, destroy or impair the use of the right-of-way by the public or structure does not constitute a traffic hazard. The encroachment applicant shall provide overwhelming evidence that the requested encroachment cannot be reasonably accommodated on the applicant's own property and outside of the right-of-way. The requested encroachment shall not be the result of a situation created by the applicant or the applicant's agents. The applicant affirmatively shall demonstrate with evidence that a hardship exists necessitating the encroachment and that the hardship was not created by the applicant or his or her agents. No permit shall be issued where the above conditions are found to exist. At the time of issuance of a permit hereunder, the applicant shall pay a fee set by the Town. Any such

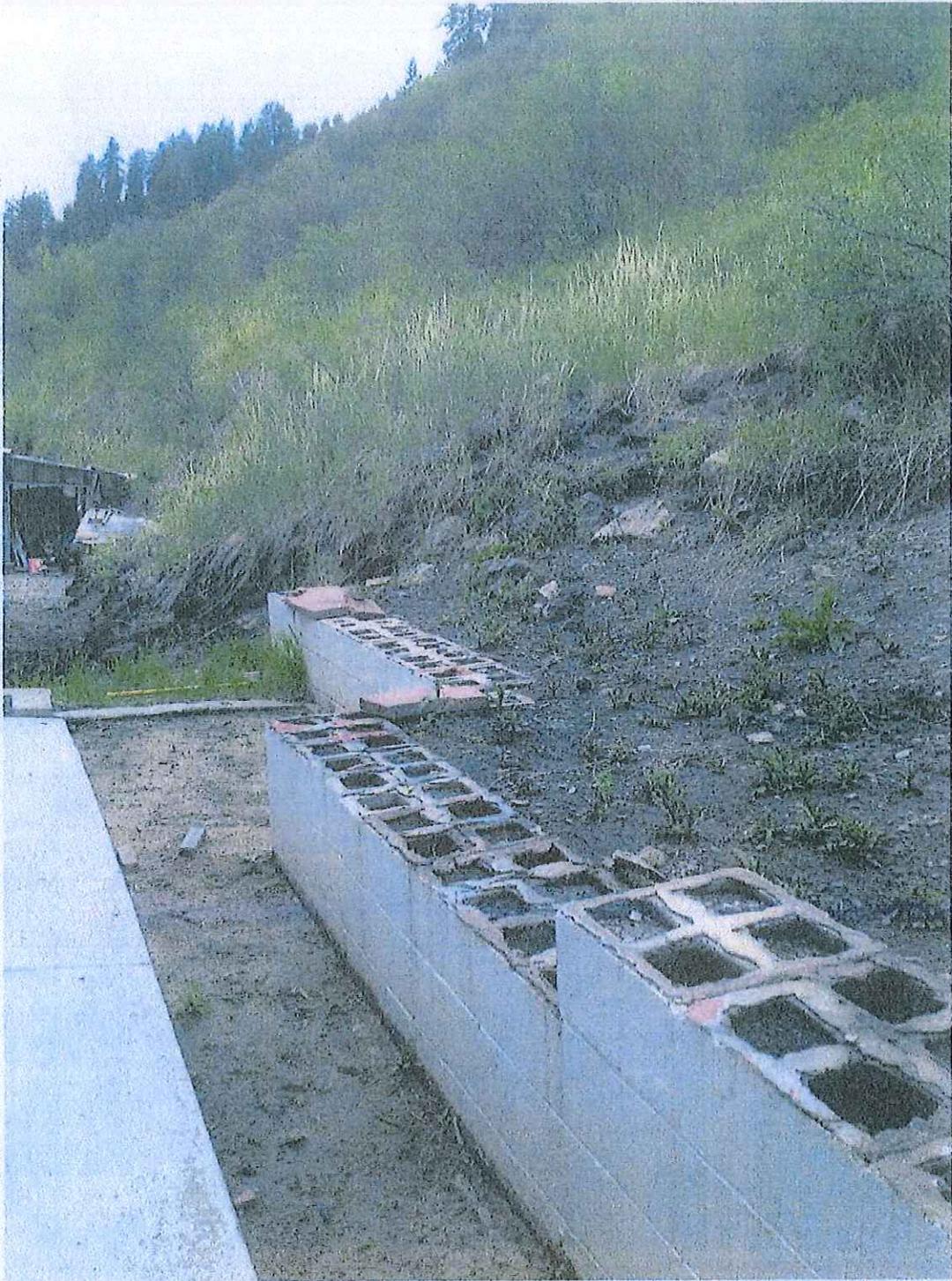
My late husband, Donald Jerome (Jerry) Berg, was working with Chris in the planning department for the Town of Minturn. They met in person to review the planned improvements to the property, including the small encroachment for a retaining wall necessary to restrain run-off from or erosion of the hill behind it. Chris gave Jerry permission to proceed with the project.

Before he passed away Jerry began removing the crumpling concrete blocks that the former owners had stacked unsecured behind a small portion of the house. The Town of Minturn offered to help him haul away dirt, but he declined, not wanting his project to become a nuisance to the Town. Reynolds Corporation, a company specializing in excavation and landscaping, completed the work. They built a substantial retaining wall that runs the entire length of the house and incorporates a sidewalk and small patio. The upgrades benefit the homeowner and the Town by minimizing risk of damage to the structure. In addition to safety, the before and after pictures show how much visual appeal the land improvements added.

My husband lived in the valley since 1972, and was accustomed Minturn doing business in the small town way - on a handshake. I can understand how paperwork would have been neglected on his part. Chris no longer lives in Minturn and any "form prepared and provided by the Town" that he might have had in his personal records is lost. The only evidence I have of communication between them is an email regarding reconstruction of the home office space, aka tiny house, located at the base of the excavation project.

The encroachment has been in place for over 3 years. The improvements are of a permanent nature and there has been no public need for the permit area. I am willing to pay all fees and insurance required to comply with Town ordinances.









**TOWN OF MINTURN, COLORADO  
RESOLUTION NO. 12 – SERIES 2015**

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF  
MINTURN AND EAGLE COUNTY, COLORADO CONCERNING THE  
EAGLE VALLEY TRAIL COMPLETION PROJECT TOWN OF  
MINTURN TRAIL SEGMENT**

**THIS INTERGOVERNMENTAL AGREEMENT** (“Agreement”) is entered into by and between the Town of Minturn, a Colorado municipal corporation (hereinafter “Town”) and Eagle County, Colorado a body corporate and politic (hereinafter “County”). Collectively the Town and County shall be referred to as the “Parties”. This Agreement is entered into and is effective on the \_\_\_\_ day of \_\_\_\_\_, 2015.

**RECITALS**

WHEREAS, C.R.S. 29-1-201*et. seq.* encourages intergovernmental agreements through which local governments cooperate and participate in joint projects; and

WHEREAS, the Parties each support the effort to complete the Eagle Valley Trail System through their participation in the Eagle County Regional Transportation Authority; and

WHEREAS, as part of the effort to complete the Eagle Valley Trail System, the Town and County have been working cooperatively to plan for a public recreation trail from Dowd Junction into Minturn starting at County Road 14 bridge over the Eagle River and ending at the Minturn downtown commercial core (collectively, the “Project”); and

WHEREAS, through its 2015 budget the County is currently funding certain trail planning, design and permit studies to support the eventual construction and completion of all of the remaining unbuilt segments of the Eagle Valley Trail System and expects that process to carry forward into 2016; and

WHEREAS, the Parties are working jointly to solicit planning, design and permit studies for the Project and Inter-Mountain Engineering and its sub-consultants have been selected to perform identified services; and

WHEREAS, the Parties are working together to develop construction cost estimates for the Project by early 2016; and

WHEREAS, the County and Town have determined that the Project will serve the citizens of Eagle County, as well as the residents of the Town: and

WHEREAS, the Parties desire to enter into this Agreement to define their respective roles and responsibilities.

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

1. The Minturn Town Council hereby approves and the Mayor is authorized to enter into an intergovernmental agreement with Eagle County and a professional services contract with Intermountain Engineering and associated consultants in furtherance of this Resolution.

**INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this 7<sup>th</sup> day of October, 2015.**

TOWN OF MINTURN

By:

\_\_\_\_\_  
Mayor

ATTEST:

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

## AGREEMENT

NOW THEREFORE, in consideration of the mutual rights and obligations as set forth below, the Parties agree as follows:

### 1. DESCRIPTION OF THE PROJECT LOCATION

1.1 The Project is generally depicted on Exhibit A entitled Eagle Valley Trail Minturn Segment. Exhibit A is attached hereto and incorporated herein by reference. The Project location is generally described as commencing at Highway 6 and County Road 14 (hereinafter "CR 14") and ending at the point that CR 14 crosses over the Union Pacific Railroad tracks approximately 7,000 feet south of the start point. The Project will generally be located on the east side of CR 14 in the public road right of way or on public or private property not owned by County.

### 2. PROJECT SCOPE OF WORK AND FUNDING

2.1. County agrees to reimburse the Town in an amount up to and not to exceed \$63,000.00 (sixty three thousand dollars) for the sole purpose of reimbursing the Town for costs incurred in the performance of the tasks set forth in paragraph 2.2 below.

2.2 Town agrees to perform or enter into contracts with Inter-Mountain Engineering or other consultants as necessary for the completion of the following tasks in connection with the Project (collectively the "Work") as follows:

- a. Obtain trail design studies and mapping for the proposed trail route identified on Exhibit A to include, but not be limited to, trail location, topography, proposed grades for accessibility, wildlife, geologic hazards, drainage, property lines, rights of way, utilities, structures and proposed route.
- b. Consultation and coordination with applicable local, state, federal and private landowners on the proposed trail route.
- c. Obtain environmental and cultural clearance studies for wetlands, archaeology, wildlife, threatened and endangered species.
- d. Make application to the US Forest Service for a right of way for the proposed trail route including but not limited to legal description and exhibit map.
- e. Make application to the Colorado State Land Board for proposed trail route including but not limited to legal description and exhibit map.
- f. Make application to the Union Pacific Rail Road for proposed trail route including but not limited to legal description and exhibit map.
- g. Obtain conceptual cost estimate for construction of the Minturn Segment of the trail
- h. Coordinate with US Forest Service or others as needed.
- i. Ensure that all consultants performing the Work are obligated to provide any and all reports, studies, work product and other materials generated in connection with the Work and Project for use by both County and Town. All Documents (defined below) prepared in connection with the Work shall become property of County and Town. Town shall ensure that consultants agree to execute written assignments to County and Town of all rights (including

common law, statutory, and other rights, including copyrights) to the same as County or Town shall from time to time request. "Documents" shall mean and include all reports, plans, studies, tape or other electronic recordings, drawings, sketches, estimates, data sheets, maps and work sheets produced, or prepared by or for consultants (including any employee or sub-consultant in connection with the performance of the Work. Ensure consultants shall provide electronic copies of all survey, engineering and other technical information in the original computer aided drawing format as well as PDF format.

- j. Ensure that County is a third party beneficiary to any agreement among the Town and its consultants for the Project and provide copies of those contracts to County upon request. Notwithstanding the foregoing, in no event shall County's status as an intended third party beneficiary to a consulting agreement confer any obligations, duties or responsibilities upon County.
- k. Ensure that consultants maintain adequate insurance including commercial general liability and professional liability coverage. Ensure consultants name Town and County as additional insureds on commercial general liability coverage.
- l. Ensure consultant(s) indemnifies Town and County in connection with the Work it performs.
- m. Ensure consultants acknowledge and agree that consulting agreement may be assigned to County in the future without obtaining consultant(s) consent. Nothing herein shall obligate Town to assign any consulting agreements to County or County to assume the same.
- n. All Work identified in paragraph 2.2 shall be completed no later than February 28<sup>th</sup>, 2016.

2.3 Town agrees to deliver copies of Documents as defined above to County upon completion and request.

2.4 The Project will be designed in compliance with the standards as adopted by the Town and County in the 2001 Eagle Valley Regional Trails Plan and current Colorado Department of Transportation Specifications for highway and multi-use path construction.

2.5 This Intergovernmental Agreement does not convey final approval of the route of the trail or act as a license or easement for the same in CR 14. Approval of the trail route on County right of way shall be processed as a separate matter upon application by the Town.

2.6 Town will be solely responsible for the management and administration of the planning and design professional services for the Project. County shall have no responsibilities or role in management or administration of the professional services, other than advisory, and will assist Town upon request, to the extent possible for County.

2.7 Town will have sole decision authority on the final trail route within the Town's municipal limits. County and Town will work cooperatively to identify an acceptable trail route outside of the municipal limits, primarily with intent to ensure that all local, state and federal regulations relative to the Project will be met and the necessary permits will be obtained for the Project. Notwithstanding the foregoing, the Parties agree that County will have final decision making authority outside of the Town's municipal boundary.

### **3. ACCOUNTING AND REPORTING COST OF ASSETS**

3.1 This Agreement represents the total of funds available for the Project, and the Town agrees that it shall work in good faith to complete the tasks as described above in paragraph 2.2 of this Agreement. Town may request additional funds for the Project upon showing cause which request may be granted or denied by County in its sole discretion. The Parties acknowledge that funds allocated to the Project are limited and County will have no obligation to provide additional funding. The Parties will work together in good faith to fund and construct the Project, including the sections located in the Town and in the unincorporated area near or adjacent to the Town limits, as shown on Exhibit A.

3.2 Payment will be made for Work satisfactorily performed within thirty (30) days of receipt of a proper and accurate invoice from Town for Work performed by its consultant(s) or sub-consultants. All invoices shall include detail regarding the hours spent, tasks performed, who performed each task and such other detail as County may request. Any out-of-pocket expenses incurred by consultants or sub-consultants shall be repaid without additional mark up. Town will seek reimbursement from County on a monthly basis for design costs for the Project by submitting invoices to County. County's reimbursement to Town shall not exceed the County approved funds for the Project as set forth in Paragraph 2.1 of this Agreement.

3.3 All funds received under this Agreement shall be expended solely for the purpose stated herein, and any such funds not so expended, including funds lost or diverted to other purposes, will be returned to the County.

3.4 The Town will assume all liability associated with the Project being funded through this Agreement and to the extent allowed by law, shall indemnify and hold harmless the County with respect to any claims, liability or judgments in any way related to, actually or allegedly caused by or attributable to or resulting in any way from the operations and duties undertaken in connection with this Agreement.

3.5 The Parties shall maintain for a minimum of three years, adequate financial records for reporting to the other on the performance of responsibilities hereunder. Each party shall be subject to audit by state, county or town auditors or their designees. Each party authorizes the other to perform audits or to make inspections during normal business hours, upon 48 hours' notice. Each party shall fully cooperate in the event of an audit or inspection.

3.6 Notwithstanding anything to the contrary contained in this Agreement, neither party shall have any obligations under this Agreement after, nor shall any payments be made in respect of any period after December 31 of any year, without an appropriation therefor in accordance with an adopted budget in compliance with Article 25, title 30 of the Colorado Revised Statutes, the Local Government Budget Law (C.R.S. 29-1-101 et. seq.) and the TABOR Amendment (Colorado Constitution, Article X, Sec. 20).

### **4. INSURANCE AND GOVERNMENTAL IMMUNITY**

4.1 **Insurance.** The County and the Town shall each provide their own insurance coverage as each party may deem adequate and necessary for any potential liability arising from this Agreement.

4.2 **No Waiver of Governmental Immunity.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to either party, its officials, employees, or agents, or any other person acting on behalf of either party and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

**5. TERM AND TERMINATION**

5.1 This Agreement will be effective as of the day and year first set forth above and will terminate on December 31, 2016. This Agreement shall automatically renew for one additional year until December 31, 2017 unless earlier terminated as set forth herein.

5.2 If either party fails to substantially perform the duties and obligations in accordance herewith, the other party may terminate this Agreement upon seven (7) days written notice to that party, unless that party cures the breach within the seven (7) day remedy period or such other period as mutually agreed to by the Parties. Either party may terminate this Agreement without cause upon thirty (30) days written notice.

**6. MISCELLANEOUS**

6.1 **Notices and Payments.** All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, payments sent by mail should be addressed as follows:

Eagle County  
Attn: Ellie Caryl, ECO Trails Program Manager  
P.O. Box 1070  
Gypsum, CO 81637  
Hand deliver: 3289 Cooley Mesa Road, Gypsum  
Phone: 970-328-3523

Town of Minturn  
Attn: Willy Powell, Town Manager  
P.O. Box 309  
Minturn, CO 81645  
Hand deliver: 302 Pine Street, Minturn  
Phone: 970-827-5645

6.2 **Modification.** This Agreement contains the entire agreement between the Parties. This Agreement may not be amended or supplemented, nor may any obligations hereunder be waived, except by agreement signed by both Parties.

6.3 **No Third Party Beneficiaries.** Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or sub-contractor of Town or County. Absolutely no third party beneficiaries are intended by this Agreement.

6.4 **No Assignment.** Neither party shall assign this Agreement without the prior written

consent of the other. Either party may terminate this Agreement if the other assigns this Agreement without the prior written consent of the other.

6.5 **Jurisdiction and Venue.** This Agreement shall be interpreted in accordance with the laws of the state of Colorado and the Parties agree to submit to the jurisdiction of the courts thereof. Venue shall be in the Eagle County District Court.

6.6 **Invalidity.** Invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed as if such invalid or unenforceable provision was omitted.

6.7 **Compliance With Law.** Each party shall comply with all applicable federal, state and local rules, regulations and laws.

6.8 **Time of Essence.** Each party agrees to perform its obligations hereunder in an expeditious manner, within the sound exercise of its judgment and professional standards. Time is of the essence with respect to this Agreement.

**IN WITNESS WHEREOF**, each party, by signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.

COUNTY OF EAGLE, STATE OF COLORADO,  
By and Through Its BOARD OF COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
Kathy Chandler-Henry, Chair

Attest:

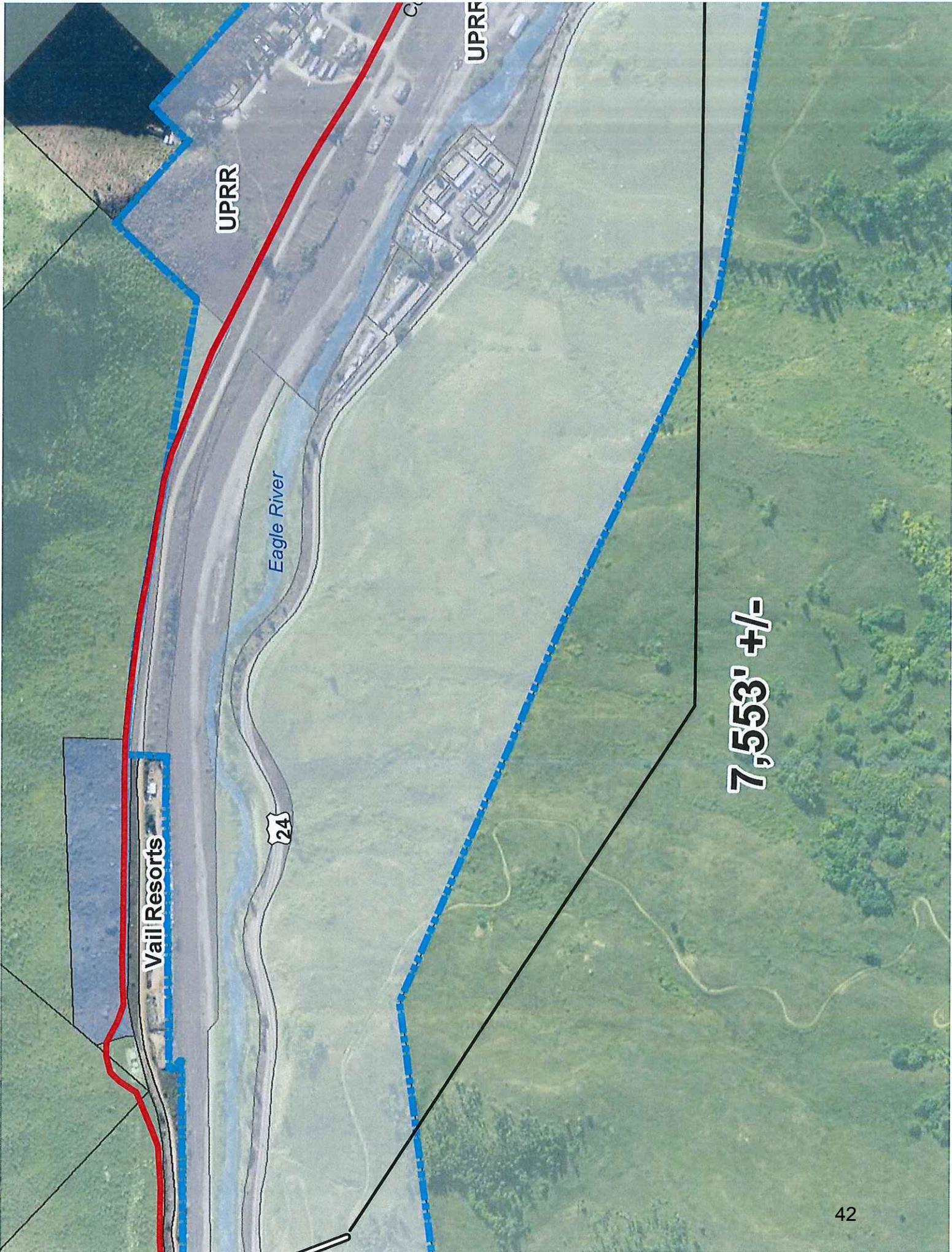
By: \_\_\_\_\_  
Teak J. Simonton, Clerk to the Board

**TOWN OF MINTURN**

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

Attest:

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



UPRR

UPRR

Eagle River

Vail Resorts

24

7,553' +/-

**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**  
 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

**AGENDA ITEM COVER SHEET**

<b>AGENDA TITLE:</b> Regular Session
<b>MEETING DATE:</b> October 7, 2015
<b>PRESENTER:</b> Brunvand
<p><b>BACKGROUND:</b> During the Regular Session Council will be presented with the FY2016 Proposed Budget. In the event there are any questions from the Work Session we will continue the discussion. Otherwise Council need only accept the document. This acceptance will then allow me to publish the Public Hearing dates which begins the public portion of the budget process.</p> <p>This meeting is designed to present a quick summary and a page by page over view of the budget. The major questions such as water rates and projects have for the most part been covered in previous meetings. Additionally, during the October 21 Council Work Session we will consider some of the remaining discussion issues when Willy P. can be present.</p> <p>Please find a copy of the FY2016 Budget under separate cover.</p>
<b>CORE ISSUES:</b> None.
<b>BUDGET/FINANCE IMPLICATIONS:</b>
<b>STAFF RECOMMENDATION/MOTION:</b> “I move to accept the Fiscal Year 2016 Proposed Annual Budget and set Public Hearings at 6:30pm on November 4 and November 18, 2015 to be held in the Council Chambers at 302 Pine St, Minturn as presented.”