



2016

Minturn Council Meeting

Wednesday January 6, 2016

Work Session: **5:30pm**
(Town Center)

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



Agenda

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

Wednesday January 6, 2016

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

- Eagle River Fire Protection District training facility options – Powell
- Council questions regarding the Resolutions

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

- December 16, 2015

4. Liquor License Authority

- Golden Aspen Leaf, Inc dba Gourmet Cowboy approval of a Temporary Liquor License Permit Application; 455 Main St; Clifford A Dorn, III Owner/President – Brunvand

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

6. Special Presentations

- Committee Report

PUBLIC HEARINGS AND ACTION ITEMS

7. Discussion/Action Item: Consideration of Resolution 1 – Series 2016 A Resolution setting the official posting sites for the Town of Minturn – Brunvand

8. Discussion/Action Item: Consideration of Resolution 2 – Series 2016 A Resolution appointing individuals to the Planning Commission – Hawkinson

9. Discussion/Action Item: Consideration of Resolution 3 – Series 2016 A Resolution approving an employment agreement between Willy Powell and the Town of Minturn – Powell

COUNCIL AND STAFF REPORTS

10. Town Planner

11. Town Manager

12. Town Council Comments

13. Town Attorney

EXECUTIVE SESSION

14. Executive Session: An executive session for the purpose of conferencing with the Town Manager for the purposes of receiving direction and advice on the purchase, acquisition, lease, transfer or sale of any real property or other property under C.R.S. Section 24-6-402(4)(a) and for the purpose of discussing specific legal questions with the attorney for the purposes of receiving legal advice 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) and for the purpose of discussing personnel matters and instruction of negotiators related to manager contract under C.R.S. Section 24-6-402(4)(f) – Town Manager review, Dowd Junction, and Entryway Project – Powell/Sawyer

Direction given as a result of the Executive Session:

FUTURE AGENDA ITEMS

15. Next Meeting – January 20, 2016

- Work session: consideration of approving retail sales of marijuana – Powell/Sawyer/Brunvand 1/20/16
- Work Session on housing – Hawkinson 1/20/16

16. Future Meetings:

- Work Session – Review of Job Descriptions - Powell

17. Set Future Meeting Dates

a) Council Meetings:

- January 20, 2016
- February 3, 2016
- February 17, 2016

b) Planning & Zoning Commission Meetings:

18. Other Dates:

19. Adjournment



December 29, 2015

Town Council
Town of Minturn
302 Pine Street
Minturn, Colorado 81645

Re: Eagle River Fire Protection District - Training Facility

Dear Mayor and Town Council:

Mauriello Planning Group is assisting the Eagle River Fire Protection District (ERFPD) with a proposal to develop a ERFPD training facility on Town owned land within the Town of Minturn. ERFPD is committed to providing the community with exceptional emergency services and this proposed facility will aid ERFPD with training of its staff to provide these necessary services to the community. The proposed facility will be the central training hub for the entire district region. ERFPD is hoping to partner with the Town in the development of this facility based on some of the infrastructure benefits being realized by the Town.

The Development Proposal:

- Locate facility at Cemetery Road within the current Upper Lease Lot or the Lower Lease Lot, which ever location is preferred by the Town;



- The facility will be a 2-story structure approximately 40' x 60' with ample asphalt parking and area for maneuvering a large aerial ladder fire truck (see plan below);

ERFPD believes this is a great opportunity for two public agencies to work together for its mutual benefit and hope that there can be some initial agreement on January 6 so that staff can put together a more formal agreement in the coming weeks.

Thank you for your consideration.

Sincerely,



Dominic F. Mauriello, AICP
Principal

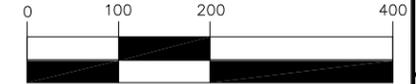
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NOTES

1. TOPOGRAPHIC INFORMATION IS FROM EAGLE COUNTY GIS
2. SITEPLAN IS CONCEPTUAL & BASED ON INFORMATION PROVIDED BY PLANNERS
3. EXISTING WATER AND SEWER ARE FROM THE TOWN OF MINTURN AND ERW&SD
4. NO GEOTECHNICAL REPORT WAS AVAILABLE FOR THE REPORT



GRAPHIC SCALE

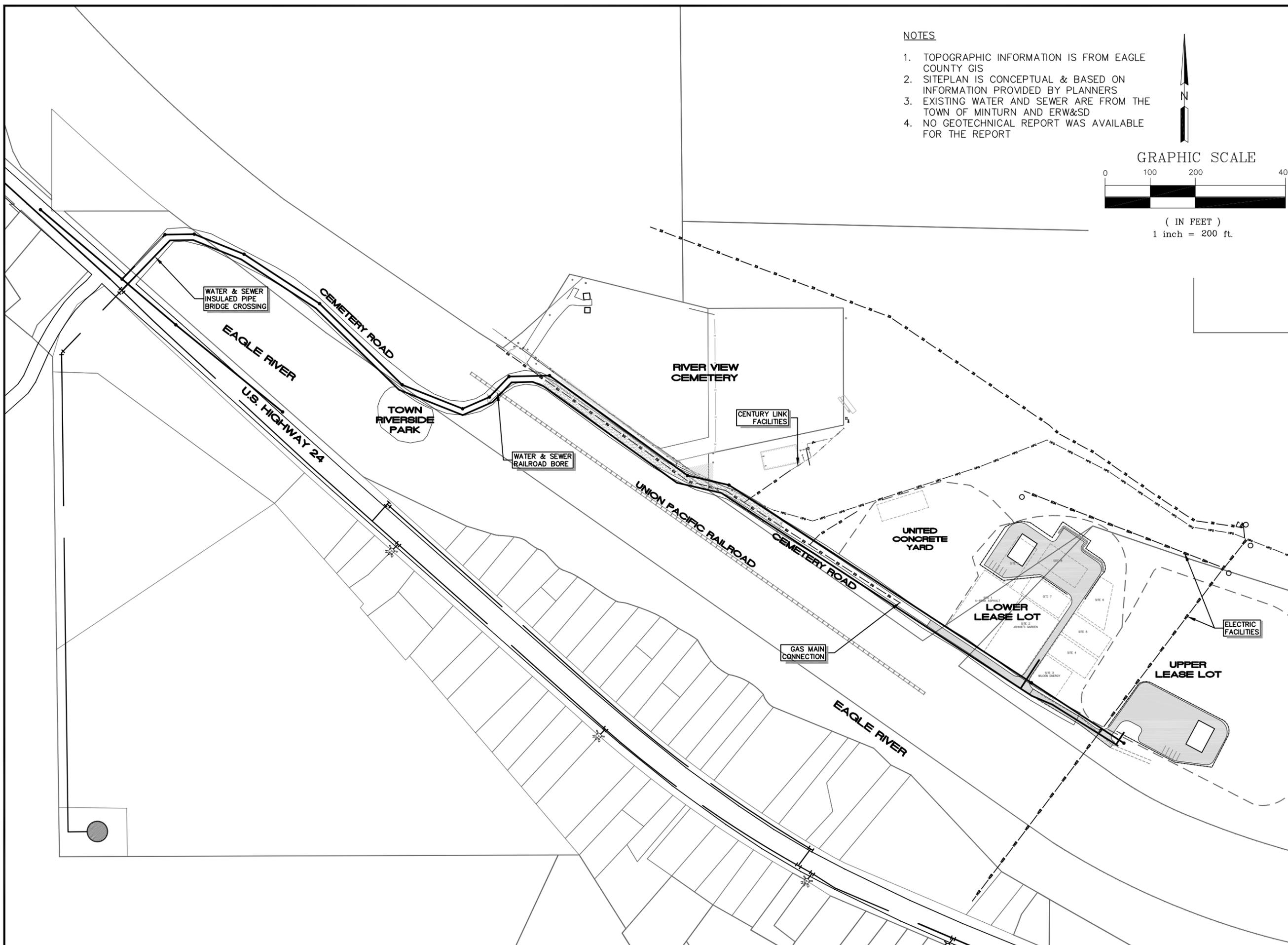


(IN FEET)
1 inch = 200 ft.



(SEAL)

**TOWN OF MINTURN
EAGLE RIVER FIRE
PROTECTION DISTRICT
CONCEPTUAL UTILITY PLAN**

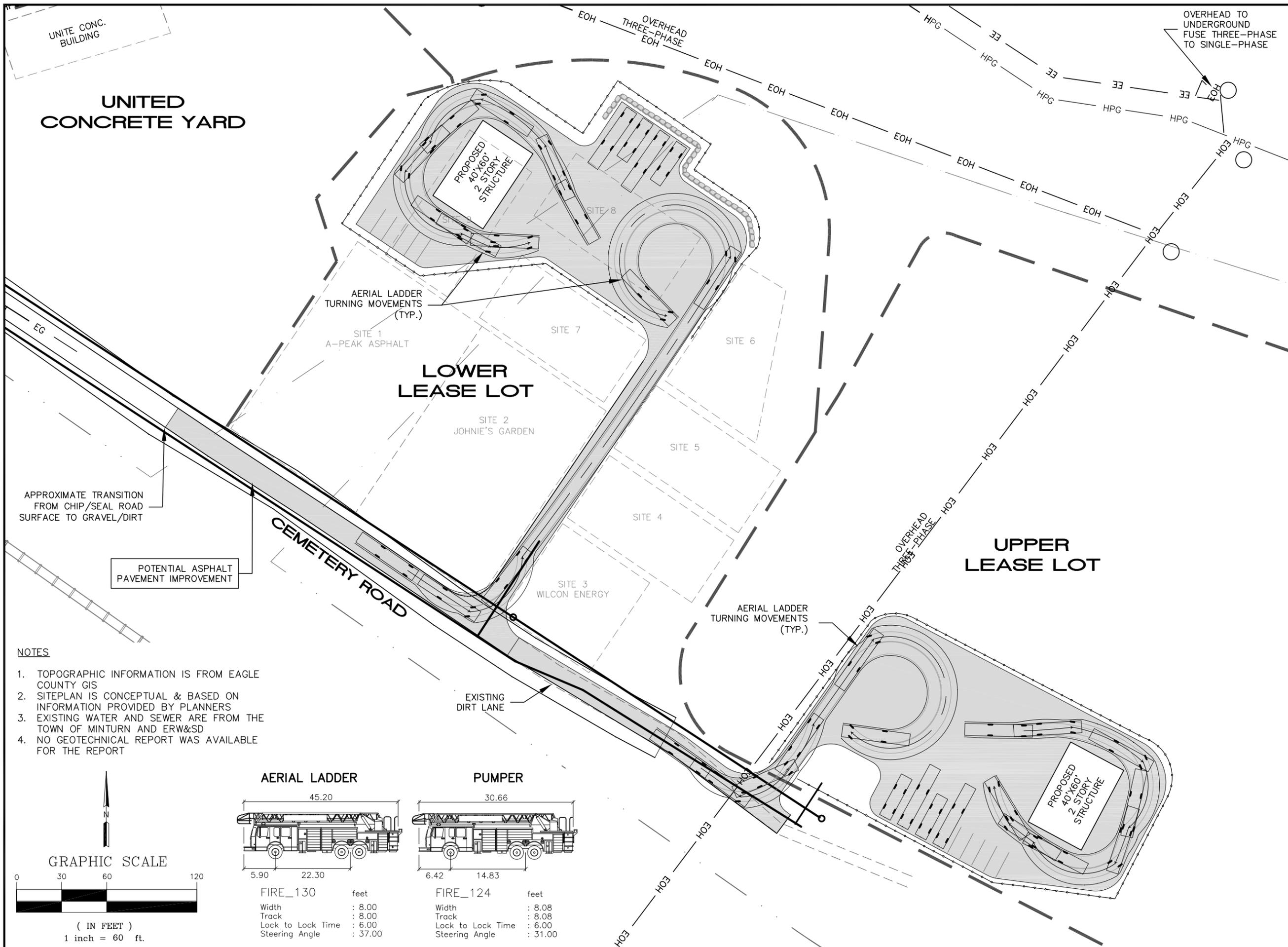


DESIGNED MW	NO.	DATE	REVISIONS	BY
DRAWN MW				
CHECKED GLB				
JOB NO. TBD				
DATE 12/18/15				

SHEET
2

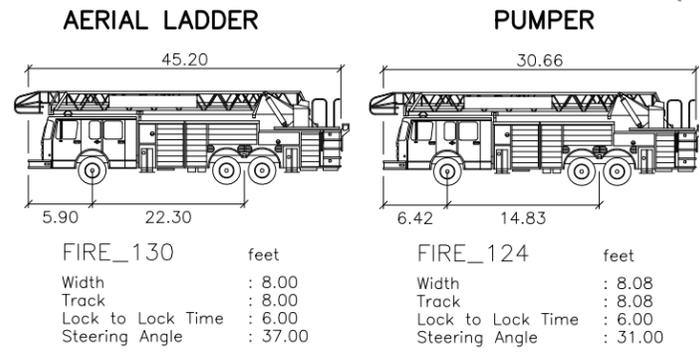
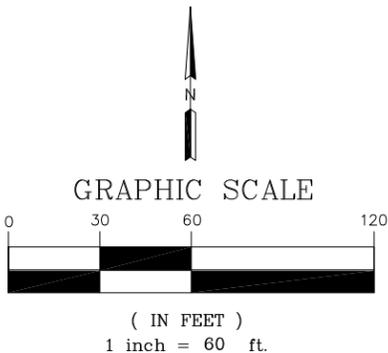
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4. NO GEOTECHNICAL REPORT WAS AVAILABLE FOR THE REPORT



**TOWN OF MINTURN
EAGLE RIVER FIRE
PROTECTION DISTRICT
CONCEPTUAL LOT SITE PLAN**

DESIGNED MW	BY	REVISIONS
DRAWN MW		
CHECKED GLB		
JOB NO. TBD		
DATE 12/18/15		



Official Minutes

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

Wednesday December 16, 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

- Work Session: Discussion of speed limits in South Minturn – Powell
 - Review Staff recommendation on vacant lots with water taps – Brunvand
- Direction was to consider this in regular session.

Regular Session – 6:30pm

1. Call to Order

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

- Roll Call

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

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

- Pledge of Allegiance

2. Approval of Agenda

- Items to be Pulled or Added
 - Move water tap discussion as 8a

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

3. Approval of Minutes

- December 2, 2015

Motion by John R., second by Shelley B., to approve the agenda as amended. Motion passed 6-0. Note: Ozzy O. abstained as he was not at the meeting.

4. Liquor License Authority

- FM Saloon LTD Annual Renewal of a Hotel & Restaurant License; 146 Main St.; William Campbell Owner/Pres – Brunvand

Jay B. outlined the application and recommended approval.

Hawkeye opened public hearing.

No comment.

Hawkeye closed public hearing.

Motion by Earle B., second by John R., to approve the FM Saloon LTD Annual Renewal of a Hotel & Restaurant License; 146 Main St.; William Campbell Owner/Pres as presented. Motion Passed 7-0.

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

6. Special Presentations

- Committee Report

Shelley B. stated the Scholarship application process begins in January.

John R. stated they had the quarterly Minturn Fitness Center. The Center is almost at breakeven and will be with the various recommended membership, renewals, pay classes, and personal trainers. It was noted that any shortfall in the budget is picked up solely by the VSSA.

George B. attended a Battle Mountain Resort meeting.

Willy P noted the Dowd Jct committee had met.

PUBLIC HEARINGS AND ACTION ITEMS

7. Discussion/Action Item: Consideration of Resolution 19 – Series 2015 in support of the Healthy Communities Coalition Plan4Health Grant to the Town of Minturn - Hawkinson

Janet H. outlined the Resolution with the help of Ms. Katie Haas, Healthy Communities Coordinator of Eagle County Public Health and Environment. Katie Haas outlined the Plan4health grant. The grant is \$125,000 to be utilized to support healthy communities in Eagle County. Eagle County is making \$5,000 available to Minturn for healthy community projects and Janet H. has proposed the Town match with \$5,000.

John R. asked if the grant was for planning or would it actually affect projects and individual citizens; Minturn's portion of the grant can be used on projects while Eagle County will use grant money on research to prioritize future programs that support healthy choices.

Ozzy O. asked where the \$5,000 Minturn portion would come from; this would come from savings or overall savings in individual line items as it is not included in the 2016 budget. Janet H. stated Minturn would receive the \$5,000 from the County; the Town is not required to match any funding.

Discussion ensued as to which programs such as the Community Garden might receive the money. Shelley B. noted although she supports the Community Garden she does not desire to give money to that specific program. Earle B. stated the Community Garden did not request any funds from the Town, they are however interested in this grant program. He stated the garden is a viable project in the Town and is a benefit to many residents. Shelley B. stated she felt the Planner had moved too far forward on this grant without receiving preliminary approval from the Council.

Matt S. clarified that the County money would need to be spent by the September 2016 deadline, the Town match would not necessarily need to meet that deadline. It was also clarified that the Grant would supply data objectives found as a result of the study work the grant process would provide. In the event the Town desired they could hold the match funds until such direction was given. He felt this would give the Town time to study the data objectives supplied and allocate match funding at that time.

Discussion ensued as to what could and could not be used with the grant proceeds and how future funding could be determined once the grant objectives are received.

Motion by Ozzy O., second by Earle B., to approve Resolution 19 – Series 2015 in support of the Healthy Communities Coalition Plan4Health Grant to the Town of Minturn as amended. Motion passed 7-0.

8. Discussion/Action Item: April 5, 2016 Election update – Brunvand

Jay B. outlined the information in the packet on the April 5, 2016 municipal election. Petitions are available January 5 and are due back by January 25, 2016. This is much earlier than in previous elections due to changes at the state level.

Shelley B. asked of the time frame for a citizen initiative, Jay B. will supply that information to her.

8a. Review Staff recommendation on vacant lots with water taps – Brunvand

Jay B. outlined the status of the discussion to date.

Discussion ensued as to the possible repercussions of changing the current status quo.

Straw poll to proceed with further approval: Nay: Earle B, Matt S., John R., and Ozzy O. Direction given was to not proceed with this consideration and remain with the current status quo.

COUNCIL AND STAFF REPORTS

9. Town Planner

- 2016 development projects

Janet H. outlined her report for the Council.

Shelley B. suggested the Town look at options to bring in more competitively priced homes. Hawkeye stated we need to develop our Deed Restricted guidelines now so that they are ready in the future. Discussion ensued as to the merits of location, another layer of government process, public/private, and property rights.

Direction was to have staff work within the County on options and bring them and their concepts forth to a future Work Session.

10. Town Manager

- Manager's Report

TAP Grant Request for Qualifications

The pre-proposal meeting was held on Nov. 24th. Seven engineering firms were present. Proposals are due on December 17.

Speed Limits, South Minturn

Council requested an estimate of providing a traffic report of speeds, average daily traffic and peak hour traffic information. The cost of providing the study ranges from \$4000-6000,

depending on length of study. If performed in the winter it must be for a limited duration because of snow plowing.

South Minturn representatives will present a petition to have speed limits lowered from 45MPH to 35. Phil Cusick and I have met with Terry Armistead, Lorenzo Martinez and Jeff Grimmer to discuss the situation. Initially the group wanted the town to submit the request to CDOT. However staff has warned the group that, if CDOT were to be approached, they would likely perform a study and the 85% rule applies. When CDOT reviews speed limits they measure the speeds and set the limits at 85% of the average speeds recorded during the study. Thus any request of CDOT could backfire and speeds raised. I have been told this is exactly what happened in the past. I have suggested to the group the town conduct a study, not CDOT, given Council direction. See estimate of cost above.

Street Projects

Please see attachment for current construction numbers. The totals are complete for Norman St. and Railroad Ave. The Entryway is nearly complete. The remaining Entryway work of the contractor is for lighting, valued at far less than the retainage. Additional costs related to landscaping will be paid by the town in 2016.

2015—2016 Projects

I have attached a list of projects of the town which will require consider time of Town Manager and staff. I hope this helps in determining the duration of any further contract with the Manager. The 100 Block and TAP grant schedules are largely in the hands of the town, with CDOT review and influence. The Dowd Junction and South Minturn schedules are dependent on Forest Service tasks, thus the time schedules are best estimates at this time.

- Action Report

Shelley B. stated the lights are out on the Town sign at the north end. Active Energies is on the schedule to address this.

11. Town Council Comments

All wished Merry Christmas.

Matt S. asked about snow shoveling and how it is being enforced. Staff will step up the enforcement and education.

12. Town Attorney

EXECUTIVE SESSION

13. Executive Session: An executive session for the purpose of conferencing with the Town Manager for the purposes of receiving direction and advice on the purchase,

acquisition, lease, transfer or sale of any real property or other property under C.R.S. Section 24-6-402(4)(a) and for the purpose of discussing specific legal questions with the attorney for the purposes of receiving legal advice 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) and for the purpose of discussing personnel matters and instruction of negotiators related to manager contract under C.R.S. Section 24-6-402(4)(f) – Town Manager review, Dowd Junction, and Entryway Project – Powell/Sawyer

Motion by Ozzy O., second by George B., to convene in executive session for the purpose of conferencing with the Town Manager for the purposes of receiving direction and advice on the purchase, acquisition, lease, transfer or sale of any real property or other property under C.R.S. Section 24-6-402(4)(a) and for the purpose of discussing specific legal questions with the attorney for the purposes of receiving legal advice 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) and for the purpose of discussing personnel matters and instruction of negotiators related to manager contract under C.R.S. Section 24-6-402(4)(f) – Town Manager review, Dowd Junction, and Entryway Project. Motion passed 7-0.

Direction given as a result of the Executive Session:

To continue defending the lawsuit filed by Eagle River Properties and to put together amendments to the contract with the Town Manager for services in 2016.

FUTURE AGENDA ITEMS

14. Next Meeting – January 6, 2016

- Discussion/Action Item: Annual Resolution setting posting sites – Brunvand
- Work Session: Review of Job descriptions – Powell

15. Future Meetings:

- Work session: consideration of approving retail sales of marijuana – Powell/Sawyer/Brunvand 1/20/16
- Work Session on housing – Hawkinson 1/20/16

16. Set Future Meeting Dates

a) Council Meetings:

- January 6, 2016
- January 20, 2016
- February 3, 2016

b) Planning & Zoning Commission Meetings:

17. Other Dates:

18. Adjournment

In that there was no further items for discussion the meeting stood adjourned at.

Mayor Hawkeye Flaherty

ATTEST:

Town Clerk, Jay Brunvand



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

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

MEMORANDUM

To: Mayor and Town Council
CC:
Date: 12/31/15 10:07 AM
RE: Liquor License Transfer

During the January 6, 2016 Council Meeting you will consider and be asked to approve a Temporary Liquor License Permit Application. Golden Aspen Leaf, Inc Clifford A. Dorn, III Owner/President DBA The Gourmet Cowboy Bar Inc located at 455A Main St is under contract to purchase the establishment from the current owner and license holder. As there is a current and active liquor license on the premises, the new owners have filed the necessary application to Transfer the existing Liquor License into their name.

A license Transfer is a legal process allowed and approved by the State Liquor Division which allows the new owner to operate the establishment without interruption during the period the license approval process is undertaken. Once a Temporary Permit is authorized the establishment may remain open and active while their full liquor license application approval and hearing is undertaken.

- Council will still have a full liquor license review just as they do when we receive a brand new license application.
- Because this is an existing license which is being transferred to a new owner the Council will not consider the Needs and Wants of the neighborhood as that has already been established with the existing license holder.
- The Temporary Liquor License Permit will be valid from January 6, 2016 through April 6, 2016 only. Once the Council rules on the regular license later this winter the Temporary Permit will become invalid.
- The Minturn Police/ECSO has run a preliminary background check on the applicant and has found no concerns that would warrant concern for this application.
- Staff has stressed the need of a reputable liquor establishment and has recommended at least one member of the Staff be server trained certified.

- The applicant has paid the Town a fee of \$100 for the Temporary Permit.

Staff recommends approval of this permit as presented.

Recommended Motion: *“I move to approve the Temporary Liquor License Permit Application for Golden Aspen Leaf, Inc Clifford A. Dorn, III Owner/President DBA The Gourmet Cowboy Bar Inc located at 455A Main St as presented.”*

Please contact me if you have any questions, Jay.



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

TEMPORARY LIQUOR LICENSE PERMIT APPLICATION
PENDING TRANSFER OF OWNERSHIP

APPLICANT
NAME: Gourmet Cowboy Bar

TRADE
NAME: Golden Aspen Leaf, Inc / Clifford A Donn III

MAILING
ADDRESS: PO Box 3998 Vail CO 81658

PHYSICAL
ADDRESS: 455 Main St Minturn, CO 81645

BUSINESS
PHONE: 970/748-6898

HOME
PHONE: _____

TRADE NAME OF EXISTING LICENSE (IF DEFFERENT FROM ABOVE):

LICENSE # OF ESTABLISHMENT BEING PERMITTED: 4702780-0000
EXPIRATION DATE: 3/13/16 TYPE OF LICENSE: Hotel/Restaurant

Clifford A Donn III, PRES
APPLICANT TITLE

12/28/15
DATE

FOR OFFICE USE ONLY

DATE PERMIT APPLICATION FILED: 12/28/15
DATE COMPLETED PAPERWORK ACCEPTED: _____
PERMIT FEE COLLECTED (\$100.00/LOCAL ONLY): _____
EFFECTIVE DATE: 1/6/16 EXPIRATION DATE: 4/6/16
APPROVED BY: _____ ATTEST: _____

TOWN OF MINTURN

RESOLUTION NO. 1 – SERIES 2016

A RESOLUTION DESIGNATING TWO PUBLIC PLACES WITHIN THE TOWN OF MINTURN AND THE TOWN WEBSITE FOR THE POSTING OF PUBLIC NOTICES AND NOTICE FOR PUBLIC MEETINGS OF THE MINTURN TOWN COUNCIL, PLANNING AND ZONING COMMISSION, AND OTHER BOARDS, COMMISSIONS, AND AUTHORITIES OF THE TOWN OF MINTURN.

WHEREAS, the Town of Minturn is a Home Rule Municipality under the Colorado Constitution; and

WHEREAS, the Town of Minturn Charter – Section 4.8 requires notices of public meetings be posted at two (2) public places at least 24-hours prior thereto, and

WHEREAS, the Town of Minturn now wishes to designate two public places within its boundaries for posting of such full and timely notice to the public for public notices and notices for public meetings of the Minturn Town Council, Planning Commission, and other Boards, Commissions, and authorities of the Town of Minturn;

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

- 1) The Town Council hereby designates the following as the public places for the posting of full and timely notice to the public as provided for in the Minturn Town Charter:
 - The bulletin board on the outside of the Town Center at 302 Pine St.
 - The bulletin board outside of the Town Center at 301 Boulder St.
 - The official Town website
- 2) This Resolution shall take effect immediately upon its passage.

INTRODUCED, READ, APPROVED AND ADOPTED this 6th day of January 2016.

HAWKEY FLAHERTY, MAYOR

ATTESTS:

JAY BRUNVAND, TOWN TREASURER

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 02 – SERIES 2016**

**A RESOLUTION APPOINTING TOWN PLANNING
COMMISSIONERS**

WHEREAS, The Minturn Town Council has vacancies on the Planning Commission and desires to fill these vacancies; and

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

WHEREAS, the Town Council recognizes and appreciates the service and commitment of the Planning Commission members.

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

NAME	TERM
_____	_____
_____	_____
_____	_____
_____	_____

**INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED THIS
6th DAY OF JANUARY, 2016.**

TOWN OF MINTURN

By: _____
Mayor

ATTEST:

Town Clerk

TOWN OF MINTURN

RESOLUTION NO. 03 – SERIES 2016

**A RESOLUTION APPROVING AN EMPLOYMENT
AGREEMENT BETWEEN WILLIAM POWELL AND THE
TOWN OF MINTURN, COLORADO**

WHEREAS, Pursuant to Minturn Municipal Code Section 2-21, The Town Council shall appoint a Town Administrator who shall be the chief administrative officer of the Town; and

WHEREAS, the Council has negotiated an employment contract and desires to appoint William Powell as the Town Administrator and Mr. Powell has accepted.

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

1. The Minturn Town Council hereby approves the Employment Agreement between Mr. William “Willy” Powell and the Town of Minturn, Colorado and authorizes the Mayor to execute said Agreement.

INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED
this 6th day of January, 2016.

TOWN OF MINTURN

By: _____
Mayor

ATTEST:

Town Clerk

AGREEMENT FOR EMPLOYMENT

THIS AGREEMENT is made and entered into this 1st day of January, 2016, by and between the Town of Minturn, a Colorado home rule municipality (the "Town"), and William Powell ("Powell") (each a "Party" and collectively "the Parties").

RECITALS:

- A. The Town requires the services of a part time Town Administrator pursuant to Section 2-3-10 of the Minturn Municipal Code; and
- B. Powell has held himself out to the Town as having the requisite expertise and experience and has conducted the duties as acting Town Administrator since May 2014; and
- C. The Town, acting through the Town Council of the Town of Minturn ("Council"), desires to appoint Powell as Town Administrator; and
- D. The Town and Powell desires to set forth the terms of Powell's contract to provide services in writing as described herein.

NOW, THEREFORE, for the consideration hereinafter set forth, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

Powell shall furnish all labor to perform the work and services required for the complete execution and performance of all duties, obligations and responsibilities of the Town Administrator specified by Colorado state statutes, the Town of Minturn Home Rule Charter and Municipal Code. At the future direction of Council, Powell shall also assist in recruiting a new Town Administrator and provide orientation to a new Town Administrator. Powell shall report directly to the Mayor and Town Council.

II. COMPENSATION

In consideration for the services specified herein by Powell, the Town shall pay Powell at the rate of sixty dollars (\$60.00) per hour for an amount of hours not to exceed thirty-four (34) hours per week on average for a total of forty-eight (48) weeks per year, unless additional hours and compensation are approved by Council. Powell shall be paid at the same time as other Town employees are paid. Town shall pay Powell a car allowance of three hundred dollars (\$300.00) per month.

III. TERMINATION

Town may terminate this Agreement without cause by giving written notice to Powell of not less than thirty (30) days. Town may terminate this Agreement for Cause immediately. Termination for "Cause" shall mean:

- a. Employee's willful misfeasance or nonfeasance of duty with the intent to injure, or having the effect of injuring in some material fashion, the reputation, business or business relationships of Employer;
- b. Employee's plea of guilty or no contest to or conviction of a crime involving moral turpitude, whether or not committed during the term of employment;
- c. Employee's commitment of any unethical, fraudulent or felonious act with respect to his duties to the Employer;
- d. Employee's prolonged unexcused absence from employment (other than by reason of disability due to physical or mental illness).

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

IV. EMPLOYMENT STATUS

The Parties agree Powell shall be a part-time employee of the Town, and as a part-time employee, Powell is not eligible for any benefits provided by the Town except as otherwise provided in this Agreement.

V. COMPLIANCE WITH LAW

The work and services to be performed by Powell hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the Town Municipal Code and Charter and any other applicable laws, ordinances, or regulations of the Town of Minturn. In addition, Powell agrees to perform any other legally permissible and proper duties and functions as the Town Council shall from time to time assign to Powell.

VI. OUTSIDE ACTIVITIES

The employment provided for by this Agreement shall be Powell's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Town and the community, Powell may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his responsibilities under this Agreement.

VII. TECHNOLOGY

The Town shall provide Powell with a computer, software, fax/modem, and other technological equipment required for Powell to perform the job and to maintain communication.

VIII. INDEMNIFICATION

The Town shall defend, save harmless and indemnify Powell against any tort, professional liability claim or demand or other legal action brought by any party other than the Town, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Powell's duties as Town Administrator or resulting from the exercise of judgment or discretion in connection with the performance of Powell's duties or responsibilities, unless the act or omission involved an intentional tort or willful and wanton conduct. Powell

may request, and the Town shall not unreasonably refuse to provide, independent legal representation at the Town's expense if Powell's interests and the Town's interests are materially divergent. Legal representation, provided by the Town for Powell, shall extend until a final determination of the legal action including any appeals brought by either party. The Town shall indemnify Powell against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of the legal proceedings including attorney's fees, and legal assistant fees, and any other liabilities incurred by, imposed upon, or suffered Powell in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, covered by this indemnification.

Any settlement of any claim must be made with the prior approval of the Town in order for indemnification, as provided in this Section, to be available.

Powell recognizes that the Town shall have the right to compromise and settle any action. If Powell is a party to the suit, Powell shall have a veto authority (which Powell shall not unreasonably exercise) over the settlement of any claim or suit which does not fully and completely release Powell from all claims. Further, the Town agrees to pay all reasonable expenses of Powell throughout the pendency of any litigation to which Powell is a party, witness or advisor to the Town. Such expense payments shall continue beyond Powell's service and Interim Town Administrator as long as the litigation is pending and will include reasonable consulting fees and travel expenses when Powell serves as a witness, advisor or consultant to the Town.

IX. TERM

The term of this Agreement shall be from January 1, 2016 through December 31, 2017. On or before June 1, 2017, 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.

XI. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Eagle County, Colorado.

B. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

C. Third Parties. There are no intended third-party beneficiaries to this Agreement.

D. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

E. Modification. This Agreement may only be modified upon written agreement of the Parties.

F. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

G. Governmental Immunity. The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

H. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

TOWN OF MINTURN, COLORADO

Hawkeye Flaherty, Mayor

ATTEST:

Jay Brunvand, Town Clerk

William Powell

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _____, 2016, by William Powell.

My commission expires: _____

(SEAL)

Notary Public