



2016

Minturn Council Meeting

Wednesday August 17, 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 August 17, 2016

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

MAYOR – Matt Scherr
MAYOR PRO TEM – Earle Bidez

COUNCIL MEMBERS:

Terry Armistead
Harvey Craig
Sidney Harrington
Sage Pierson
John Widerman

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 – 5:30 – 6:30 pm

1. Budget Discussion – Water Rates – Brunvand/Powell/Water Committee Pg 4

Regular Session – 6:30 pm

1. Call to Order

- Roll Call
- Pledge of Allegiance

2. Approval of Agenda

- Items to be Pulled or Added

3. Approval of Minutes

- August 3, 2016

Pg 6

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

5. Special Presentations

- Committee Reports
 - Boneyard update from George Brodin Pg 14
- Trail Update - Metteer Pg 16
- Council Comments

PUBLIC HEARINGS, DISCUSSION, AND ACTION ITEMS

6. Discussion/Action Item: Zoning Code Text Amendment – Hawkinson

7. Discussion Item: 947 Main St Concept Plan – Hawkinson Pg 23

8. Discussion Item: Res 21- Series 2016 A Resolution approving and authorizing the Mayor to sign a Rural Economic Development Grant through the Colorado Dept of Local Affairs – Powell Pg 46

9. Liquor License Authority

- Vail Symposium request for a Special Event Permit; 800 Cemetery Rd.; Ashley Cawthorn event manager – Brunvand Pg 78
- The Bunkhouse approval of a new Tavern Liquor license; 175 Williams St.; Ryan Richards, Owner/Manager – Brunvand Pg 86

COUNCIL AND STAFF REPORTS

10. Town Planner

11. Town Manager

- Manager's Report
 - Manager's Contract Pg 116
- Action Report Pg 122

12. Town Council Comments

13. Town Attorney

FUTURE AGENDA ITEMS

14. Next Meeting – September 7, 2016

15. Future Meetings:

- Boneyard Conservation Easement Plan – Hawkinson
- Boneyard Management plan and conservation easement
- Work Session on housing

16. Set Future Meeting Dates

a) Council Meetings:

- September 7, 2016
- September 21, 2016
- October 5, 2016

17. Other Dates:

18. Adjournment

Enterprise Fund: 2017 Water Rate discussion

When the rates were set by Council in 2015 for 2016 it was requested we review the income and expenses at six months. This memo outlines the estimated shortfall for 2016. I have also attached a spreadsheet showing monthly water receipts and an estimate of where we will stand at the end of the 2016 and at the end of 2017.

2016 water rates were set as follows:

- The Water Committee recommended the following:
 - \$79.25/mo/SFE (2015 Base Rate plus the existing Debt Service)
 - \$4.49/1000gal for use over 10,000gal/mo
 - \$1.65 Debt Service Fee

However, the water rates were actually set at the following and would be evaluated after six months of monitored income.

- 2015 Base Rate 73.32 (2015 Base Rate LESS the existing Debt Service)
- \$4.53/1000gal for use over 10,000gal/mo
- \$1.65 Debt Service Fee

Staff and Water Committee recommend the following rate structure for 2017:

- **\$77.69/mo/SFE**
- **\$4.64/1000gal for use over 10,000gal/mo**
- **\$1.65 Debt Service Fee**
- **NOTE: This does not allot for any system improvements, the water line to Dowd Jct, etc.**

By way of comparison:

- 1) Our 2017 Draft Budget indicates a net water and park expense of \$689,925 with 740SFE's
 $\$689,925/740 = \$932.33/\text{yr} = \$77.69/\text{month}$
- 2) 2015 Recommended Base Rate
 $79.25 - \$1.65 \text{ Debt Service Fee} = \77.60
- 3) Colorado Rural Water Authority rate study (Note: the average use per the study was 4,000gal per month; the high use was 6,000gal per month.)
CRWA recommended a 2017 water rate as follows:
 - \$69.33 base rate
 - \$4.64/1000gal over 4000gal/moUsing this base rate and adding 2000 gal to get us to the high use:
 $69.33 + (4.64 \times 2) = 78.61$ (this number is a little low however, in consideration of our current shortfall it would still be reasonable.

	WATER	OTHER	
INCOME			
USER FEES	630,176.50		
MISC	15,000.00		
DEBT FEES		14,840.00	
TAP FEES		47,500.00	
GARBAGE FEES		109,000.00	
2016 INCOME	<u>645,176.50</u>	<u>171,340.00</u>	
EXPENSES			
OPERATIONS	-586,562.50		
GARBAGE		-87,000.00	
CAPITAL-GEN	-43,000.00		
DEBT SERVICE		-14,840.80	
2016 EXPENSES	<u>-629,562.50</u>	<u>-101,840.80</u>	<u>-731,403.30</u>
2016-NET INCOME	<u>15,614.00</u>	<u>273,180.80</u>	
BUILD DEBT TRANS	-23,913.75		
2016 EST SHORTFALL	<u>-8,299.75</u>		
TURNTABLE	-33,550.00		
2016 POTENTIAL SHORTFALL	<u>-41,849.75</u>		
BEG CASH BAL-2016 (AUDIT)	1,135,808.00		
2016 POTENTIAL SHORTFALL	-41,849.75		
RESERVE	-1,000,000.00		
END CASH BAL-2016	<u>93,958.25</u>		
INCOME-2017	689,925.00		
EST EXCESS USE SALES	20,000.00		
MISC INC	12,500.00		
	<u>722,425.00</u>		
EXP-2017	689,925.00		
BUILD DEBT TRANS	23,062.50		
	<u>712,987.50</u>		
NET INCOME	9,437.50		
ECB-2016	117,872.00		
ECB-2017	<u>127,309.50</u>		
REDI GRANT			
DOWD WATER LINE	650,000.00		



Official Minutes

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

Wednesday August 3, 2016

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

MAYOR – Matt Scherr
MAYOR PRO TEM – Earle Bidez

COUNCIL MEMBERS:

Terry Armistead
Harvey Craig
Sidney Harrington
Sage Pierson
John Widerman

These minutes are formally submitted to the Town of Minturn Town Council for approval as the official written record of the proceedings at the identified Council Meeting. Additionally, all Council meetings are tape-recorded and are available to the public for listening at the Town Center Offices from 8:30am – 2:00 pm, Monday through Friday, by contacting the Town Clerk at 970/827-5645 302 Pine St. Minturn, CO 81645.

Work Session – 5:00 – 6:30 pm

1. Discussion – Water issues – Powell/Brunvand
Put this on the next agenda worksession
2. Discussion of Fire District Training Facility and upcoming lease IGA – Powell
3. Update on TAP grant application – Powell
4. Council Priorities, as discussed at Retreat – Powell

Regular Session – 6:30 pm

1. Call to Order

The meeting was called to order by Mayor Scherr at 6:40pm.

- Roll Call

Those present included: Mayor Matt Scherr and Mayor Pro Tem Earle Bidez, Town Council members, Harvey Craig, Terry Armistead, Sidney Harrington, John Widerman and Sage Pierson.

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

- Pledge of Allegiance

2. Approval of Agenda

- Items to be Pulled or Added

Motion by Harvey C., second by Terry A., to approve the agenda as presented. Motion passed 7-0.

3. Liquor License Authority

- The Bunkhouse approval of a new Tavern Liquor license; 175 Williams St.; Ryan Richards, Owner/Manager – Brunvand

Council convened as the Liquor Authority.

Jay B. outlined for the Authority the application, noted the dates the Liquor Notice had been posted on the premises (7/14/2016) and in the newspaper (7/15/2016) and that there had been no calls or letters regarding the application in the interim period.

Mr. Ryan Richards, owner/manager, was available for council and public questions. Discussion ensued as to the establishment's business plan.

Mr. Ryan Richards, applicant, was available for questions.

The Public hearing was opened,

Mr. Brian Sipes, 102 Nelson, stated lived up the street from the property and had a business in 175 Williams St building. He stated that none of the neighbors were approached by the Bunkhouse to discuss prior to submittal and the liquor hearing at the Town. He expressed his concerns that he did not see the application prior to the packet and that no findings of the needs of the neighborhood were discussed. He noted this business was originally approved as a drug and alcohol free location and now they want to change that. Mr. Sipes also stated alcohol is consumed by the guests on the deck currently and marijuana has been witnessed to be consumed on the premises by employees.

Jay B. reiterated that the premises had been posted and that he had not received any inquiries. It was noted that it was legal for the guests to consume liquor on the deck with the owner's permission as long as it was not sold.

Mr. Richards addressed the concerns. He stated he runs a clean, professional establishment. He stated that with an approved liquor license guests would not be able to bring outside liquor on the location. Jay B. confirmed this. He stated they do not have the space to run a full food establishment. Because of the health code requiring a commercial kitchen they would not be able to serve full meals as was proposed in the original business plan. When they learned this they were required to modify their business plan.

Mr. Matt Holmes, 175 Williams St, shared the concerns of those that spoke prior. Felt the applicant should have discussed the application with the building neighbors. Encouraged the Council to hold off on the liquor license until the establishment has had an opportunity to prove themselves as a responsible establishment.

Ms. Nancy Richards, 175 Williams St, co-applicant, ensured the council that any issues that were brought to her attention by the neighbors have been promptly addressed.

Mr. Ryan Richards, applicant, stated this establishment was a huge undertaking and felt they had stepped up to the plate and delivered a quality establishment. He has and continues to address the various concerns with employee conduct.

Mr. Kevin Banker, 175 Williams St, expressed his concern for the safety of the area. He felt the upstairs units need to be blocked off from access to alleviate the concern of guests or public wandering the upstairs of the building. He felt that adding alcohol to the establishment needs to be carefully considered.

Mr. Ryan Richards noted again that currently guests currently can bring personal liquor in to the establishment; however, with a liquor license on the establishment this would be unlawful and further it would be his responsibility to control the established premises not only for over service and issues of that nature but also secondary liquor introduction.

Mr. George Brodin, 273 Boulder St, stated the burden of enforcing the law is the responsibility of the owner. He felt this was a great opportunity for the establishment. It is not required that the applicant go to his neighbors and because he did not, he should not be penalized.

Public comment was closed and the Mayor entertained Council questions.

It was confirmed that liquor cannot be introduced to a licensed premise, smoking is limited to outside and not less than 10ft from any door or window of the premises. Further, although it is legal to possess personal marijuana but not to publicly consumed and it would not be consumable on the licensed premise.

John W. stated although he felt the communication could have been better amongst the neighbors but we should not limit the establishment opportunities unduly.

Matt S. asked regarding the background checks; they were done and no issues were uncovered.

Mike S. reviewed the criterion of the license approval per state statute for the Council:

- Is there an undo concentration of liquor license in the neighborhood. The neighborhood is historically defined as the entire town.
- Are the reasonable needs of the neighborhood being met? Are the desires of the adult population being met? A survey is not required and this can be determined during the public hearing process.
- The application needs to meet zoning requirements. However, parking considerations were not figured in to review.
- The tavern license is appropriate but Mike S. would like to be able to consider the possibility of a Hotel/restaurant license.
- Conditions approved with the license are allowed.

Mike S. stated the council can approve, deny or continue the consideration to a date certain.

Council members stated they felt the establishment was a nice addition to the town, they felt it would be a benefit to allow further time to consider and respond to the concerns raised.

Note: the public comment section was closed; the liquor hearing was not closed in the event this is continued.

Motion by Sidney H., second by Sage P., to continue to the August 17, 2016 Council Meeting a new Tavern Liquor License for the Bunkhouse, 175 Williams St, Ryan Richards, Owner/Manager as presented. Motion passed 7-0.

- Town of Minturn-Minturn Market Request for Special Event Permit; 175 Williams St.; Michelle Metteer, Town Economic Dev Coordinator – Brunvand

Jay B. presented the license request.

Public hearing opened

Mr. Pat Whitehurst, 175 Williams St, spoke for the application.

No staff concerns

Public hearing closed

Motion by Harvey C., second by John W., to approve Town of Minturn/Minturn Market Request for Special Event Permit; 175 Williams St.; Michelle Metteer, Town Economic Dev Coordinator as presented. Motion passed 7-0.

The Mayor reconvened as Council.

4. Approval of Minutes

- July 20, 2016

- Page 55 to continue to work with Stolfus rather than CDOT

Motion by John W., second by Harvey C., to approve the minutes of July 20, 2016 as amended. Motion passed 7-0.

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

6. Special Presentations

- 2016 State Legislative Update – Rep Diane Mitsch Bush, District 26

Rep. Mitsch-Bush outlined the happenings at the State during the 2016 session. She then answered questions from the Council.

- Committee Reports

Earle B. stated the BMR Committee is reviewing the proposed MOU and will be working with that

Discussion ensued as to the ECO system and the stops in Minturn.

Matt S. noted the CML Policy Committee. He is an alternate and requested Council to let him be Primary and Sage will be alternate; this was so directed.

PUBLIC HEARINGS, DISCUSSION, AND ACTION ITEMS

7. Discussion/Action Item: Resolution 20 – 2016 a Resolution approving CUP 05-2016 at 107 Williams St. – Hawkinson

Janet H. outlined the application. Four parking spaces will need to be secured prior to utilizing the use. It was noted this would be a condition as well as that the parking agreement be maintained. This was already a condition in the Resolution, it would not be listed as a supplemental condition.

Ms. Taffy McLaughlin, applicant, was present for questions.

Discussion ensued to the process of the CUP and how they are reviewed for conformance once they are approved.

Motion by Sidney H., second by Sage P., to approve Resolution 20 – 2016 a Resolution approving CUP 05-2016 at 107 Williams St. as presented. Motion passed 7-0.

**8. Discussion Item: Boneyard Conservation Easement Management Plan –
Hawkinson**

Janet H. outlined the Conservation Easement Management Plan for Council. Janet H. introduced Mr. George Brodin, 273 Boulder St, who is willing to lead the project for the Town and the County. Mr. Brodin informed the council that the County Open Space has some money to assist with some of the implementation of the project which he will utilize. Mr. Brodin also requested the volunteers be honored by Council for their service in the future.

Willy P. noted the Plan has not been approved by Council but stressed the desire to continue with parts of the Conservation Easement Management Plan by allowing Mr. Brodin to begin the cleanup of the site and define the parking. Willy P. stated he nor the attorney had reviewed the Conservation Easement Management Plan proposal.

Discussion ensued as to how strict the Conservation Easement Management Plan was and when approved how difficult it might be to amend it in the future. Willy P. stated the Council had the authority to do some of the minor beginning steps. Willy P. stated he would like to use Mr. Brodin to assist in setting up the jobs, costs, and priorities for the site as well as his beginning concept ideas.

Motion by Harvey C., second by Terry A., to approve and assign project facilitation for the Boneyard Improvement Project to volunteer Minturn citizen George Brodin, with oversight, progress, updates, necessary decisions, conditions, and communication lines as appropriate and allowed by Eagle County Open Space, the conservation easement and the Minturn Town Council. Motion passed 7-0.

COUNCIL AND STAFF REPORTS

9. Town Planner

- PUD Concept Plan for 947 Main
- Zoning Code Text Amendment

Janet H. updated the Council on the two items.

10. Town Manager

- Manager's Report
 - Budget Calendar review and direction

Jay B. reviewed the Budget Calendar.

Direction given:

- Staff will budget the same amount as last year. Applicants reapplying this year from last year will be told they can apply for the same amount and that, unless they desire, they will not need to present to the Council in November.
- New applicants will need to present.

- Council will review the budget on more of a Fund bases with the oppotunity to drill down deeper with questions.
- Earle B., Harvey C., Willy P., and Jay B. will meet prior to the next meeting as the Water Committee to discuss water issues and rate structure.

Willy p. stated he had talked with CDOT, it does not appear they will want to move to area across from the Vail Boneyard.

Willy P. stated the Action List is being revised to match what we agreed with at the retreat. It will come back to the agenda as new and improved.

11. Town Council Comments

- Terry A.: Concert tomorrow night at Little Beach Park
- Sidney H.: Eagle River park looks very nice kudos to Public Works
- Terry A.: Missoula Children’s Theater, Minturn Community Fund, and the Town of Minturn will be performing Rumpelstiltskin on Saturday 5:30pm at Little Beach park
- John W.: Maloti Park mosquito spraying is commencing

Matt S. would like to modify the code/agenda to have the Council Comments at the beginning of the meeting and have Liquor hearings after special presentations. Mike S. will confirm if any code needs to be changed.

Matt S. updated on the Council/Staff Retreat

12. Town Attorney

FUTURE AGENDA ITEMS

13. Next Meeting – August 17, 2016

- Water rates in worksession

14. Future Meetings:

- Review of Minturn Water Rates
- Review of overnight parking at Eagle River Park
- Boneyard Management plan and conservation easement
- Work Session on housing

15. Set Future Meeting Dates

a) Council Meetings:

- August 17, 2016
- September 7, 2016
- September 21, 2016

16. Other Dates:

17. Adjournment

Motion by Earle B., second by Harvey C., to adjourn the meeting at 11:00pm. Motion passed 7-0.

Matt Scherr, Mayor

ATTEST:

Jay Brunvand, Town Clerk

Jay Brunvand

From: Geo Personal <gabrodin@comcast.net>
Sent: Wednesday, August 10, 2016 6:00 PM
To: Matt Scherr; Willy Powell
Cc: Janet Hawkinson; Jay Brunvand; Michelle Metteer
Subject: Minturn Boneyard update
Attachments: Blank.docx; ATT00001.txt

Hi Matt & Willy,

With your permission I would like this in the Council Packet. It is information only. No action is requested and it could be under reports, touched on in work session, or discussion as agenda item. I will likely have more updates by meeting night.

Thanks for all you guys do.

Warm Regards

George

Minturn Boneyard update:

HISTORY:

Public input solicited for Minturn Boneyard planning charrets (sessions)

Planning charrets performed with P&Z

Planning charret done with Council

Multiple discussions with County Open Space Director

Preliminary site plan concepts and uses defined (need final and approved by Council)

I recommend subcontractor to get final site plan complete.

Draft management plan complete (need Ok by Sawyer and Council approved)

Draft Open Space Conservation Easement Complete (in legal department at County.

Need to get final from County and have Sawyer review so the town is protected,
then get Council approval.

This is information only. There is nothing holding back the fence project.

Liability release George Brodin

Fence estimated / scope defined / waiting for contractor start date

Grass and debris cleared from entry road and parking area perimeter
to allow fence construction

Grass and debris clearing along High 24 underway

Volunteer fence building orientation in progress:

Tools: gloves, post hole digger, rock bar, tape measure, level, string line, strong back,
handyman jack, log chain, tree saw, firefighters tool

Skills: brushing old fence line, removing old fence posts, hole digging,
post install (plumb), post tamping, rail install, maintaining a straight and level line

Words to clear: level, line, plumb, grade, hole depth, tamping, post, rail, rock bar,
post hole digger, string line, log chain, handyman jack, tree saw, Macintosh

Pricing fence materials for volunteer portion: I will get the cost then seek donations \$ or
materials.

Future stops:

Site plan: once a final site plan is approved, individual projects can be handled.

Management Plan

Conservation Easement

Michelle Metteer
Economic Development
Deputy Clerk
P.O. Box 309 ♦ 302 Pine St
Minturn, CO 81645
970-827-5645
mmetteer@minturn.org
www.gominturn.com



Town Council
Mayor – Matt Scherr
Mayor Pro Tem – Earle Bidez
Terry Armistead
Harvey Craig
Sidney Harrington
Sage Pierson
John Widerman

AGENDA ITEM COVER SHEET

AGENDA TITLE: Trail Installation / Epic Promise Day Update

MEETING DATE: August 17, 2016

PRESENTER: Metteer

UPDATE:

In October, 2015 the Town Council approved the instillation of an approximately one-mile beginner soft-path trail around the Cemetery and Public Works facility (see included maps prepared by Bill Hoblitzell). Although the grant the town applied for back in Oct 2015 was denied, we are fortunate that Vail Resorts has approved to bring over 300 volunteers to Minturn during their annual “Epic Promise Day” to construct the trail. Epic Promise Day will take place Saturday, September 17, 2016.

Please see the attached project sheet for comments and feedback from various staff. Additionally, representatives from the Cemetery District participated in the trail alignment walk-thru and are supportive of the project.

We expect to receive feedback from Bill Andre, Colorado Parks and Wildlife, the week of August 15th regarding recommended closure dates.

The name of the trail is still under consideration.

STAFF RECOMMENDATION/MOTION: This is an update to an ongoing project. Council remaining informed of upcoming projects allows for a clearer communication message when discussing matters with the general public.



Town of Minturn
302 Pine Street
PO Box 309
Minturn, CO 81645
Office: 970-827-5645

PROJECT TRACKING FORM

NAME OF PROJECT: Vail Epic Promise Day, Trail name still tbd. See attached map for location.

APPLICATION SUBMITTED ON: October 2015 – Trail location approved by Town Council

STAFF LEADING PROJECT: Michelle Metteer

ZONING: Town Recreation Space

TREASURER:

COMMENTS:

PUBLIC WORKS:

COMMENTS: Need to confirm: Trail closure dates, code enforcement, access, weed mitigation.

PLANNER:

COMMENTS: The 'Mini-Mile Trail' connects well with the Minturn Mile and Forest Service property south of town, towards the gun range.

It connects existing trails.

Upon preliminary walk, it was requested that the trail:

1-change the entrance access 2-utilize existing trails and hillside cuts from gas lines 3- stay on town property, not US Forest Land (would trigger EA & permitting) The trail committee re-designed portions of the trail and entrance. It now minimizes additional hillside cuts and the entrance can be accessed from 2 directions.

ECONOMIC DEVELOPER:

COMMENTS: Bill Hoblitzell provided updated trail layouts after walk-thru with town staff and Cemetery representatives. Requested recommended closure dates from Bill Andre, Colorado Department of Parks and Wildlife. Still need signage plan with all necessary information.

TOWN MANAGER:

COMMENTS:

COLORADO DEPARTMENT OF PARKS & WILDLIFE:

COMMENTS: Feedback for recommended closure dates to be received the week of Aug 15, 2016.

UNITED STATES FOREST SERVICE:

COMMENTS: N/A

EAGLE COUNTY SHERIFF'S OFFICE:

COMMENTS: See Attachment



COUNCIL UPDATE: AUGUST 17, 2016

Mini Mile Mountain Bike Trail

1). Will there be a one way only on this trail? I know most trails are unofficially one way only, but some people do like to ride the trails backwards for a change and difference level challenge. What will be the official right-of-way in case of accidents and/or crashes? If this happens I know people will want a report for medical bills and I assume we'll treat it like we do ski accidents and cite for assault.

2). What is the mindset of what will be enforced? Winter migration? Restrictions? If there are restrictions, what will those be in regards to types of bikes vs foot traffic? From what I've seen we will have to add signs near the southern end of the course to inform people walking Two Elk. Then we can cite for trespassing. If not, we will have to amend the code for winter closures, I'll have to look into more on the wording of this ordinance.

3). What will the access for EMS in case of injury be? If there are gates that lead further up the hill/mountain we will need the gate lock combo. If not, we will need dedicated no parking spot for the ambulance, one at each end of the course for faster access.

4). As far as enforcing the trail, I think we can fit it under existing codes already. We will need to properly sign the entrance to the trail stating it's trespassing if riding on or along the trail on anything not human powered. We can also fit it under the existing Criminal Mischief so we can recoup the cost(s) of fixing the trail if need be. We should also include these ordinances on the signs as well.

Sec. 10-6-10. - Criminal mischief.

Any person who knowingly damages the real or personal property of one (1) or more other persons in the course of a single criminal episode commits the offense of criminal mischief.

Sec. 10-6-20. - Trespassing.

It is unlawful for any person to knowingly occupy, use or remain on or in any privately owned property, real or personal, without the permission of the owner or persons entitled to the possession thereof.

This is all that has come to mind for me this weekend.



C. Cusick 1230



Ed6

Ballpark Rd

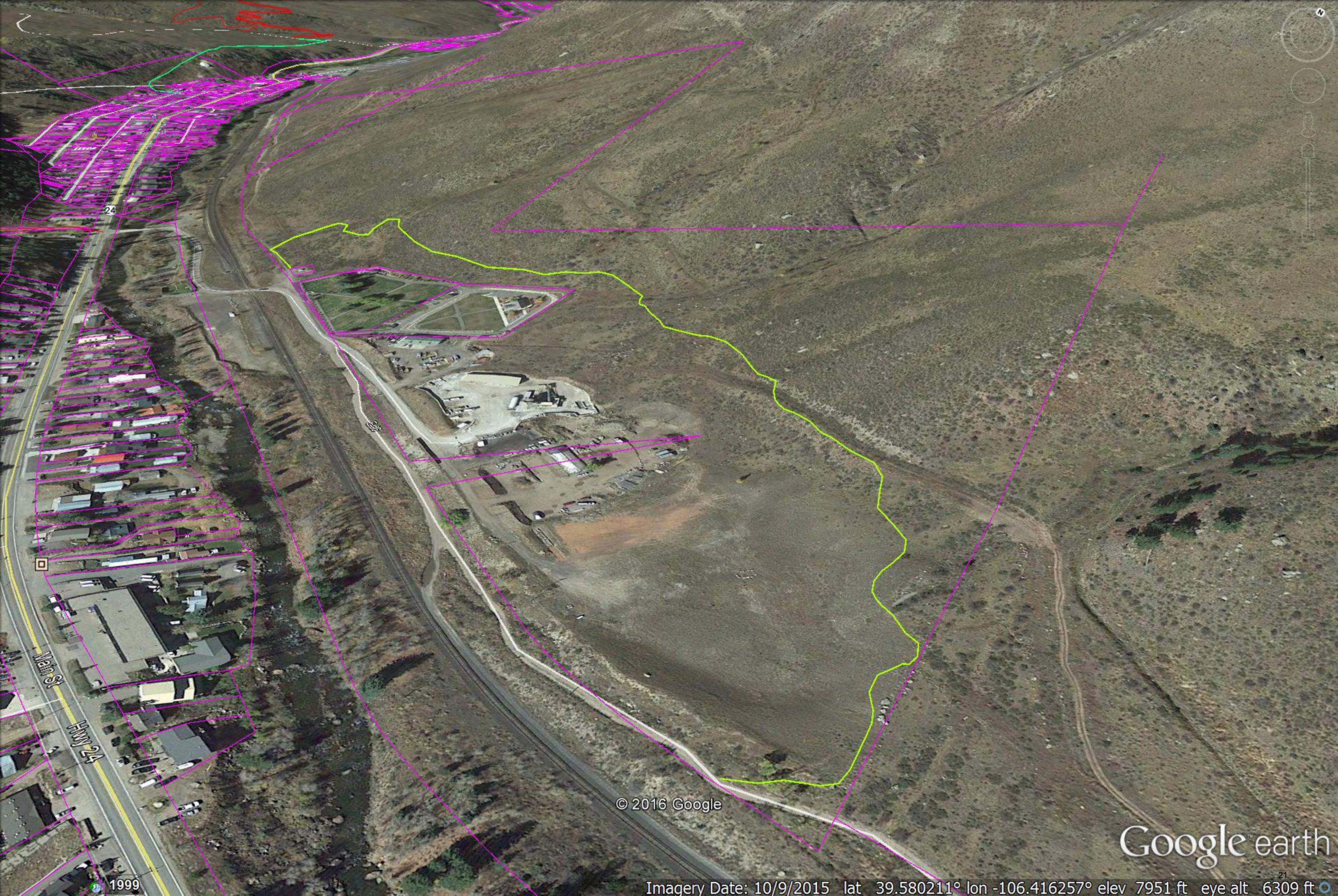
© 2016 Google

Google earth

24

Main St 1999

Imagery Date: 10/9/2015 lat 39.582708° lon -106.416346° elev 8138 ft eye alt 7315 ft



© 2016 Google

Google earth

Imagery Date: 10/9/2015 lat 39.580211° lon -106.416257° elev 7951 ft eye alt 6309 ft

1999



Ballpark Rd

24

Cemetery Rd

© 2016 Google

Google earth

1999

Imagery Date: 10/9/2015 lat 39.581588° lon -106.421238° elev 7919 ft eye alt 6197 ft



Design Review
Planner Report
8/10/2016

Town of Minturn
302 Pine Street
Minturn, Colorado
81654
970-827-5645

J Hawkinson, Planning Director

APPLICANT: Gregory Sparhawk
ARCHITECT: GPS Designs Architecture

REQUEST: PUD - Planned Unit Development Concept Review

LOCATION: 947 Highway 24, Minturn, CO

DATE SUBMITTED: July 1, 2016

ZONING: Commercial - South Minturn Character Area
PUBLIC NOTICE: genda posted at Town Hall and on website - certified letters

COUNCIL ACTION: Council to make motion to approve or not approve the PUD Concept Plan.
Decision is based on if the PUD is consistent with the Community Master Plan and the character of the Town. The Planning Commission, Planning Director and staff have reviewed and their comments are attached. The PUD needs to comply with codes as outlined below:

Planning Director comments in blue:

Sec. 16-15-60. - Procedure.

Overview of development review. An applicant proposing to establish a PUD shall obtain approval for a concept plan, preliminary plan and final plan for the PUD pursuant to the procedures and standards of this Article;

Sec. 16-15-100. - Preapplication conference
• applicant and planning director had a preapplication conferences

Sec. 16-15-110. - Concept plan submission
• submitted on July 1,2016 - staff review, see attachment - schedule PUD upon final completion of application and staff review and proper notification per code.

ARTICLE 15 - Planned Unit Development Overlay Zone District

Sec. 16-15-10. - Purpose and general provisions.

(a) The purpose of the Planned Unit Development (PUD) Overlay Zone District is to allow flexibility for land-owners to creatively plan for the overall development of their land and to achieve the purpose and objectives of this Code and the Community Plan. An applicant for a PUD must demonstrate that departure from existing ordinances is warranted and that the proposed PUD significantly contributes to the following:

(b) The proposed PUD is consistent with the Community Plan and the character of the Town and:

(1) Provides for new technology and promotes innovative and efficient land use patterns;

- utilizes new technology of grass-paver system at hammerhead turn-around - the other grass paver system for parking spaces is not efficient in this climate do to snow plowing inefficiency with this type of pavers and the dry climate making the grass difficult to survive with multiple driving on it.
- is a standard land use pattern, not innovative, lacks front yards.
- the applicant submitted another concept plan that is attached that promotes innovative land use patterns (it is the last page of this report)
- the total site is 52,359 sq ft
- the access road is roughly 7,000 sq ft - on standard Minturn lots, the road is not included in lot size
- subtracting total site of 52,359 - 7,000 = 42,359 sq ft for subdividing - standard zoning code would allow for 8 homes on site - this PUD plans for 11 homes - higher density for lower price point - to create local, working housing.
- the 11 homes are duplexes = 22 units -
- each unit is roughly 1,200 sq ft

(2) Permits the integration of land uses and contributes to trails and pedestrian circulation;

- trails on plan contributes to acces to national forest behind lot
- in the sheriff report, these trails can be a safety hazard for home owners if trails are within 15' of window.
- lacks pedestrian circulation at the front of homes

(3) Preserves valued environments and natural resources and achieves a more desirable environment;

- the development will be built on an existing 90% impervious surface that is an existing commercial site for an excavating company and has some residential trailer housing on it.
- it is preserving valued environments by re-developing an existing site instead of disturbing open space that has not been developed
- it is in town, not creating urban sprawl

(4) Maintains or improves air and water quality;

- will be buying water taps and contributing to Minturns water system
- presently the site has 9 existing taps
- improves air quality with newly established pervious surface, landscape and trees

(5) Provides for a wide range of housing opportunities;

- this PUD is requesting higher density to bring a lower price point to the Minturn housing market
- the proposed price point per one unit is \$400,000 - \$450,000
- if the site stays with standard Minturn lot sizes, the average house would sell for \$1 million - creating 2nd house market, and not local housing
- this higher density and lower price point meets the Master community Plan for creating housing opportunities for middle class - local workers (for realistic land prices in area)
- creates a wider range of housing opportunities than existing today.
- can the houses be smaller and vary in size to create even wider range of housing opportunities - example 750 sq ft loft - 1,200 sq ft unit?

- (6) Improves the overall design character and quality of new development;
- the design character would be enhanced if the structures could vary in style,
 - the proposed PUD has the same repetitive home - 1 design for every house - this is more of a suburban design instead of Minturns eclectic style with varying architectural features
- (7) Permits the integration rather than separation of uses, so that necessary facilities are conveniently located in relation to each other;
- parking spaces are all unified - this is good in relation to snow removal
 - the conveniently located parking lacks front yards and trees and walk ways
 - there is not enough snow storage designated
 - public works department requests all water lines and taps be aligned which can be conveniently located with this concept plan.
 - the aligned parking spaces allow for more open space in back of homes and between the neighboring lots to north and south of development.
- (8) Establishes land use patterns that promote and expand opportunities for public transportation and trails and for safe, efficient, compact street and utility networks that lower development and maintenance costs and conserve energy;
- the plan allows for easy access to highway 24 for public transportation to be utilized
 - allow for access to neighboring US forest service land west of property
- (9) Preserves valued environmental, historic or mineral resource lands and avoids development in natural hazard areas;
- developing a commercial, storage site, no new disruption to open space or lands
- (10) Maintains and enhances surface and ground water quality and quantity;
- a new storm drainage system will have to be put in solving present flooding and water quality
- (11) Provides applicants the opportunity to contribute to the Town's multi-use trail system; to provide and maintain access to public lands and rivers;
- can contribute to the new sidewalk plan on highway 24
- (12) Establishes incentives for applicants to encourage the provision of long-term affordable housing;
- the proposed price point for these homes does is still high for working class residents - however is filling a gap in present housing opportunities where average price for home is \$1 million
 - can the price be lowered on some units by creating smaller square footage lofts?
 - can 1-2 units be deed restricted with Eagle County assistants?
 - will the applicant guarantee price with PUD approval?
- (13) Is consistent with the purposes and goals of the Community Plan and these Land Use Regulations.
- the concept plan is meeting the community plan goal by creating "affordable" housing for professional employees in the area - or other housing opportunities
 - the PUD is proposing to keep Minturn a working, living town versus being gentrified into a second recreational housing community.
 - At present it does not meet needed land use regulations: snow storage, parking demands - including guest parking - and variation in the design.

Sec. 16-15-120. - Concept Development Plan, Planning Commission & Council Review.

(a) The Planning Commission shall conduct a regular Planning Commission meeting on a concept plan application for a PUD. At a regular Planning Commission meeting, the Planning Commission shall consider the application, the relevant support materials and the findings of the Town staff and other agencies. The Planning Commission may confer with the applicant on changes deemed advisable and the kind and extent of such changes, and request staff input. In reviewing the plan, the Planning Commission shall make findings on the following evaluation criteria before making a recommendation to the Planning Director on whether the applicant should proceed to the preliminary plan application.

(b) Concept development plan evaluation criteria:

Planning Commission Comments from August 10 concept plan review in green:

(1) There are objectives of the Community Plan or special physical conditions or objectives of development which the proposal will satisfy to warrant a departure from the standard regulation requirements.

- support lower pricing opportunity with higher density, to warrant departure from standard regulations

(2) The resulting development will be consistent with the Community Plan and the proposed PUD reflects the character of the Town.

- propose to have varying design styles, versus 1 housing style on PUD. This 1 style does not reflect the character of the town.

(3) The area around the development can be planned to be in substantial harmony with the proposed PUD.

- the surrounding area is residential - the PUD recognizes “shading” of other houses and is working to keep from ‘shading’ existing neighbors

(4) The adjacent and nearby neighborhoods will not be detrimentally affected by the proposed PUD.

- with appropriate storm water management and setbacks would not detrimentally affect neighbors

(5) The mass and scale of individual buildings and the overall density of the PUD shall be consistent in scale and character to avoid abrupt and/or severe differences with the surrounding area.

- the scale and mass are creating one price point opportunity - is it possible to lower the scale and style to create a broader range of lower pricing?
- the land use pattern has created a lack of needed snow storage for street and individual housing
- the land use pattern has created a lack of parking for guests and residents
- the land use pattern blocks views for some of the housing
- the land use pattern lacks front yards and possible landscaping
- can the site plan shift the houses - stagger?
- the scale of units is consistent with character of Minturn

(6) The PUD can be completed within a reasonable period of time, which shall be determined prior to final approval of the PUD.

- unable to determine at concept plan

(7) The PUD provides for the appropriate treatment of the Eagle River corridor as a community recreational amenity and focal point.

- is developed on an existing commercial site - does not promote urban sprawl in corridor

(8) The PUD has easy access to recreational amenities.

- the PUD does not have recreational amenities - too small

(9) Any increase in density proposed above what is permitted in the underlying zone or Character Area shall be mitigated by increasing the land dedications to open space, recreational amenities or other public facilities or services.

- site is too small for recreational amenities - can mitigate sidewalks on highway 24 for public facilities

(10) Any proposed commercial or industrial development can be justified.

- n/a

(11) Residential density and intensity of other uses shall be limited as required by the Town Council, upon consideration of the Community Plan, the Official Zone District Map and the specific characteristics of the subject land.

(12) A finding on the preliminary environmental assessment and a recommendation on the requirement to submit an environmental impact report with the preliminary plan.

- an environmental assessment was made of existing conditions - on preliminary plan an EI will be submitted

(13) A finding on the extent to which the proposed PUD addresses a demonstrated community need.

- the PUD addresses a community need for more 'locals housing'
- could the PUD create various housing?
- could the PUD create various designs more towards Minturn design guidelines
- the PUD needs to address the concerns listed in this report in regards to parking, snow storage, etc...
- could there be a more efficient and innovative land use pattern?



Town of Minturn
302 Pine Street
PO Box 309
Minturn, CO 81645
Office: 970-827-5645

PROJECT TRACKING FORM

NAME OF PROJECT & ADDRESS:

CONCEPT PLAN - 947 MAIN STREET

APPLICATION SUBMITTED ON: July 11, 2016

PROJECT: PUD residential development

ZONING: presently commercial change to residential

TOWN MANAGER: INITIAL DATE RECEIVED 8/1/2016

COMMENTS: *is there adequate snow storage provided
*is this truly a Forest Service trail head? Has Forest Service approved?
*are flat roofs over garages a good architectural style – is it to preserve views from second story windows?

TOWN PUBLIC WORKS: INITIAL DATE RECEIVED 8/1/2016

COMMENTS: town hydrant off hwy 24 – has to be moved or designed around - *water line needs shut off gate valve going into property
*each home needs their own curb stop *each side of duplex needs curb stop and all in line with each other *all curb stops must have extensions up to the surface *all snow must be kept on property – including private road, can't be pushed onto hwy 24 right of way
*research to see if need a hydrant at the end of the subdivision road

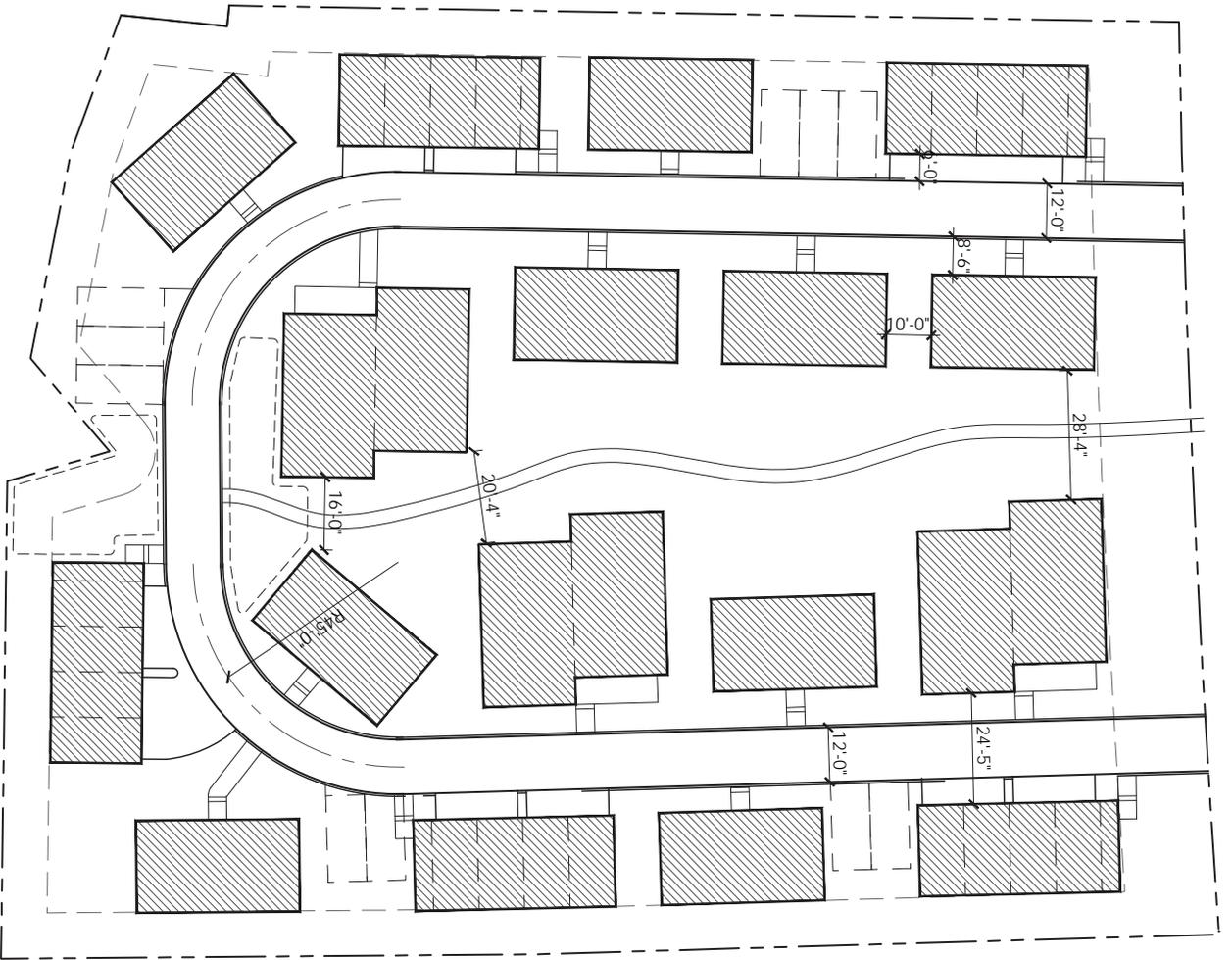
TOWN TREASURER: INITIAL DATE RECEIVED 8/1/2016

The property currently has 11 taps - additional taps need purchased for each unit

ERWSD: INITIAL DATE RECEIVED 8/5/2016

COMMENTS: Please contact during design phase:

Cindy Marquez
Customer Service
Eagle River Water & Sanitation District
Customer Service: 970-477-5451
846 Forest Road, Vail, CO 81657
<http://www.erwsd.org>
Clean Water. Quality Life.™



Site Area	52,359sf (1.202AC)
Type 1	880sf (5) 4,400sf
Type 2	726sf (9) 6,534sf
Type 3	1,562sf (3) 4,578sf

total footprint 15,512sf

Lot Coverage 29.6%

Road Area 6,325sf

Drive, Sidewalk, and Curb Area 2,394sf

Total Impervious 24,231sf

Site Impervious 46.2%

Snow Storage 1,338sf (5.5%)

Parking 1 space per unit
10 guest – permeable

NOTE:
 - no sidewalks
 - 12' wide one way road
 - parking only 1.5 spaces per unit



CO.DC, WA, MD, VA
 425.495.7241
 www.gpsdesigns.com

The Turn Minturn CO 81645

16 Jun 1

CONCEPT SITE PLAN



Developer
GPS Designs llc
301 Boulder St, #333
Minturn, CO 81645
888 486 2001
Gregory Sparhawk, aia

Cover Sheet

- A.01 Project Overview
- A.02 Current Alta Survey
- A.03 Topographic Site
- A.04 Vicinity Map
- A.05 Site Photos
- A.06 Site Plan
- A.07 Adjacent Properties
- A.08 Development Plan & Phasing
- A.09 Utility & Emergency Services Plan
- A.10 Impervious Area
- A.11 Economic & Fiscal Analysis
- A.12 Architectural Plan
- A.13 Architectural Elevations
- A.14 Color Schemes
- A.15 Perspectives

Minturn Turn PUD Concept Submittal Package

947 Main Street . Minturn . Colorado . 81645

The Development Overview

The proposed project is located at 947 Main Street, also known as the Quintana property. The site currently contains a single family home, nine trailer homes and a large amount of debris and various vehicles and company supplies. The parcel is 1.15 Acres in size, but this PUD includes a small out parcel (2,476sf) which is moving toward inclusion through a quiet title claim. The site currently has 11 water taps. The existing site is roughly 90% impervious with either asphalt or structures taking the space. The parcel is neighbored on the northwest with a single owner with an old cabin along Main Street and an occupied residence deeper on the property. To the southeast there is a residence along Main street, two additional homes along the property line toward the southwest and a commercial building. There are three currently undeveloped properties to the southwest, including US Forest Service public land. The site is very flat with a rockery and hill to the rear of the parcel. The land currently falls just within the border of the commercial zone within the South Town Design District.

Given the direction of the housing market in this region and the expressed need for more moderately priced homes we are proposing a development of small duplexes. While this use is allowed by-right, the code limits development to a minimum of 5,000sf per residential lot. The overall site area of this PUD equals approximately 52,359sf. With the existing site geometry and without relief from lot sizes the property would allow for a road and 8 duplexes, all pretty large in size. We are proposing 11 smaller duplexes and are seeking relief from impervious area, lot size and setback restrictions. The lot sizes will vary, but the smallest will be approximately 3,650sf and the largest approximately 5,051sf. The higher density proposed provides a total impervious area of 46.0%, not including the use of a permeable surfaces for the parking pads and the emergency vehicle turnaround. The emergency vehicle hammerhead will be done with a grasspave system that allows for sufficient access and loading, but creates green space and pervious area. The existing site impervious area is about 90%. Residents will be responsible for clearing snow on their parking area, but the main road and emergency areas will be maintained and cleared through the HOA. The grasspave area is typically plowed with the use of skids leaving it clear with the exception of a couple of inches of snow.

Vehicular access will be via a single spur road, as directed by CDOT. The units will front on a perimeter trail and green space that has two pedestrian access points off of Main Street. We are not seeking any relief from the parking requirements or the building height. The units will be for sale housing and will be initially marketed solely locally. Units range between 1,200sf and 1,300sf. We are projecting sales prices between \$440,000 and \$480,000. Each unit will have a small back patio fronting on the trail to encourage community interaction. The Trail and green space will be on a public access easement and will be maintained by a small HOA.

We are planning on developing the project in two phases. The first will begin construction in the Spring of 2017 and include five duplex buildings. The second phase will begin in the Spring of 2018 and include six duplex buildings. We will begin site clean up early in the Spring of 2017. In our PUD pre-application meeting with the town we outlined the challenges and have been given positive encouragement with our proposal.

This PUD is consistent with both the community plan and the keeps within the eclectic character of Minturn. We will be utilizing a site plan that allows for public use green space and encourages neighbor interaction, thereby strengthening the sense of community. This project reclaims a site that has been paved over and returns much of it to green space. Removing the existing impermeable surface will greatly reduce runoff from this property and will create a natural filtration stage at the sites perimeter. Housing that is being proposed for this PUD meets a much needed target in the neighborhood. These homes will be newly constructed, small two and three bedroom units.

Permit Integration of Uses:

This PUD replaces an aging residential site with a new, higher density development. It's close proximity to commercial uses and a bus stop will place more residents within walking distance to the south town commercial zone.

Efficient Land Use Patterns:

The development of this PUD provides for a public use trail that will connect to public land at the rear of the site.

Preserve Lands:

By providing slightly higher density on this infill site it effectively draws development away from greenfield development that takes forest land and open space.

Maintain Water Quality and Quantity:

The existing site is almost completely impervious, reducing this to our target greatly improves ground water quality. Using permeable surfaces will help with groundwater recharge as well as site retention.

Contribute to Trails System:

As mentioned above, the public use trail can allow for pedestrians to access the public lands at the rear of the site, while also providing for a small loop on the property itself.

Incentives for Affordable Housing:

We are proposing this project because we were told that the community needs more moderately priced housing. We will be initially marketing pre-sales exclusively to the local market.

Community Plan:

Residential duplexes are allowed by right on this site. The higher density adjacent to the commercial zone is appropriate and will help foot traffic at neighboring shops and stores.

The PUD Process

Because of the unique shape of this parcel, our option for by-right development was the creation of eight 5,000sf parcels with an access road. To make the development of the land feasible at the by-right density, the project would need to be made up of larger, much more expensive homes. We investigated the possibility of by-right, smaller homes to meet housing demand, but this does not work financially with the required site development costs, high land cost and public fees. This being a single parcel further complicates the process because CDOT is only allowing one access point onto the highway. In order to achieve the density required for smaller units, we need relief from the lot size requirements, setback restrictions and the impervious area requirements.

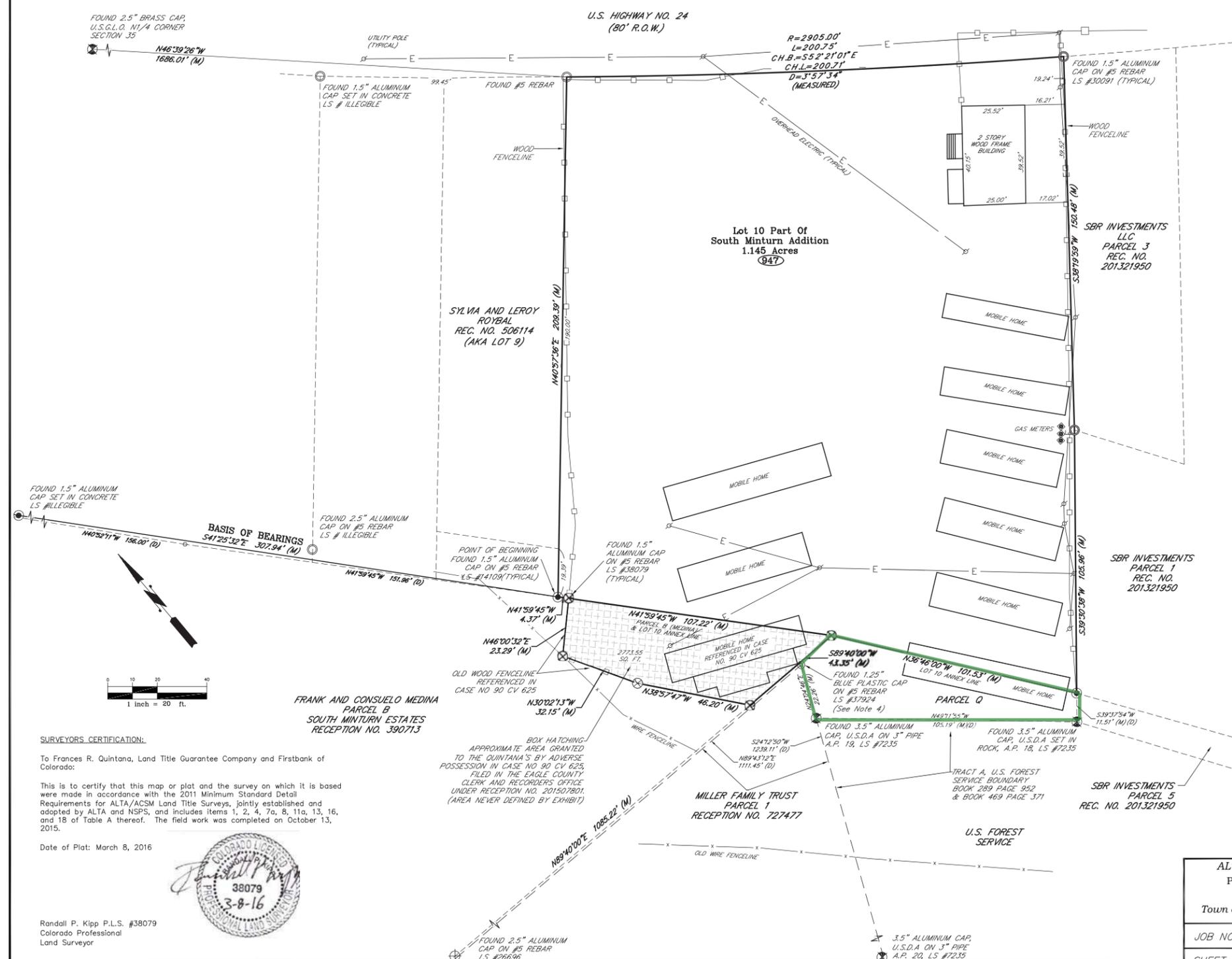
Project Overview

947 Main Street . Minturn . Colorado . 81645

ALTA/ACSM LAND TITLE SURVEY
PART OF THE NE1/4 OF SECTION 35, T5S, R81W, 6TH P.M.
AKA: LOT 10 (PART OF), SOUTH MINTURN ADDITION
Town of Minturn, County of Eagle, State of Colorado

PROPERTY DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF LOT 10, SOUTH MINTURN ADDITION, RECORDED MARCH 1, 1978, AT RECEPTION NO. 163774 AND A PORTION OF PARCEL B, SOUTH MINTURN ESTATES, RECORDED NOVEMBER 07, 1988, AT RECEPTION NO. 390713 SITUATED IN THE NE1/4 OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF MINTURN, COUNTY OF EAGLE, STATE OF COLORADO, DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND 1.5" ALUMINUM CAP LS #14109, MARKING A WESTERLY CORNER OF SAID LOT 10, FROM WHENCE A 1.5" ALUMINUM CAP SET IN CONCRETE MARKING AN ANGLE POINT OF SAID PARCEL B, BEARS N41°25'32"W 307.94 FEET, SAID LINE FORMING THE BASIS OF BEARINGS FOR THE FOLLOWING DESCRIPTION: LEAVING SAID WESTERLY CORNER ALONG A WESTERLY LINE OF SAID LOT 10, N40°57'36"E 19.39 FEET TO A POINT BEING THE SOUTHEASTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN INSTRUMENT RECORDED MAY 27, 1993 AT RECEPTION NO. 506114, ALSO KNOWN AS LOT 9; THENCE CONTINUING ALONG A LINE COMMON TO SAID LOT 9 AND LOT 10, N40°57'36"E 190.00 FEET TO A FOUND #5 REBAR LOCATED ON THE SOUTHERLY RIGHT OF WAY OF U.S. HIGHWAY 24, MARKING A COMMON CORNER OF SAID LOT 9 AND 10; THENCE ALONG SAID RIGHT OF WAY 200.75 FEET ALONG AN ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2905 FEET, INTERIOR ANGLE OF 03°57'34" AND A CHORD WHICH BEARS S52°21'01"E 200.71 FEET TO A FOUND 1.5" ALUMINUM CAP ON #5 REBAR LS #30091 MARKING THE NORTHWESTERLY CORNER OF PARCEL 3 AS BEING DESCRIBED IN INSTRUMENT RECORDED OCTOBER 29, 2013 AT RECEPTION NO. 201321950; THENCE LEAVING SAID RIGHT OF WAY ALONG THE WESTERLY LINE OF SAID PARCEL 3, S38°19'59"W 150.48 FEET TO A FOUND 1.5" ALUMINUM CAP LS #30091 MARKING A CORNER COMMON TO SAID LOT 10 AND PARCEL 3; THENCE ALONG A LINE COMMON TO SAID LOT 10 AND PARCEL 1 AS BEING DESCRIBED IN INSTRUMENT RECORDED AT RECEPTION NO. 201321950, S39°30'38"W 105.96 FEET TO A FOUND 1.5" ALUMINUM CAP ON #5 REBAR LS #14109 MARKING A CORNER COMMON TO SAID LOT 10 AND PARCEL 1, AND ALSO THE NORTHWESTERLY CORNER OF PARCEL 5, AS DESCRIBED IN INSTRUMENT RECORDED OCTOBER 29, 2013 AT RECEPTION NO. 201321950; THENCE LEAVING SAID LINE COMMON TO SAID LOT 10 AND PARCEL 1, ALONG A LINE KNOWN AS THE SOUTHERLY BOUNDARY OF SAID LOT 10, N36°46'00"W 101.53' TO AN ANGLE POINT COMMON TO SAID LOT 10 AND PARCEL B; THENCE ALONG A LINE COMMON TO SAID PARCEL B, S89°40'00"W 43.35 FEET TO A FOUND 1.5" ALUMINUM CAP ON #5 REBAR, STAMPED LS #38079; THENCE N38°57'47"W 46.20 FEET TO A FOUND 1.5" ALUMINUM CAP ON #5 REBAR STAMPED LS #38079, FOUND ALONG AN OLD FENCE LINE NOTED IN ADVERSE POSSESSION CASE NO. 90 CV 625, DESCRIBED IN INSTRUMENT RECORDED MAY 4, 2015 AT RECEPTION NO. 201507801; THENCE N30°02'13"W 32.15 FEET ALONG SAID FENCE LINE TO A FOUND 1.5" ALUMINUM CAP ON #5 REBAR, STAMPED LS #38079; THENCE N46°00'32"E 23.29 FEET ALONG SAID FENCE LINE TO A FOUND 1.5" ALUMINUM CAP ON #5 REBAR, STAMPED LS #38079, MARKING A COMMON CORNER OF SAID LOT 10 AND PARCEL B; THENCE N41°59'45"W 4.37 FEET LEAVING SAID FENCE LINE ALONG A LINE COMMON TO SAID LOT 10 AND PARCEL B TO THE POINT OF BEGINNING. SAID PARCEL BEING 1.145 ACRES MORE OR LESS.



NOTES:

- DATE OF SURVEY: May - October 2015
- STREET ADDRESS: 947 South Main Street (U.S. Highway 24)
- Location of Improvements and lot lines are based upon: the a Title Commitment provided by Land Title Guarantee Company Order No. ABJ50042592-5, with an effective date of 02-19-2016, and Survey Monuments found at the time of this survey as shown hereon.
- Found 1.25" Blue Plastic Cap on #5 Rebar, stamped LS # 37924 set in preliminary survey. Determined that survey by LS #37924 not completed or recorded.
- BASIS OF BEARINGS: Between a 1.5" Aluminum Cap set in concrete marking an angle point of Parcel B, South Minturn Estates, and a 1.5" Aluminum Cap LS #14109 marking a westerly corner of the Subject Property (AKA LOT 10, Part Of) bearing S41°25'32"E as shown hereon.
- U.S. Survey Feet was used for this Survey.
- Notice: According to Colorado Law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect, in no event, may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

COUNTY SURVEYOR CERTIFICATION

Deposited this _____ Day of _____, 2016, at _____ in Book 1 of the Eagle County Surveyor's Land Survey Plats/ Rights-of-Way Surveys at Page _____. This Land Survey Plat complies with Section 38-51-102, of the Colorado Revised Statutes.

SURVEYORS CERTIFICATION:

To Frances R. Quintana, Land Title Guarantee Company and Firstbank of Colorado:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 4, 7a, 8, 11a, 13, 16, and 18 of Table A thereof. The field work was completed on October 13, 2015.

Date of Plat: March 8, 2016

Randall P. Kipp P.L.S. #38079
 Colorado Professional
 Land Surveyor



ALTA/ACSM LAND TITLE SURVEY Part of The NE1/4 Of Section 35 T5S, R81W, 6TH P.M. Town of Minturn, County of Eagle, Colorado		KIPP LAND SURVEYING	
JOB NO.: 15025		DATE: 3-08-16	
SHEET 1 OF 2		DWG NAME: Lot 10-SM-ALTA	
		RANDY KIPP P.L.S. P.O. Box 3154 Eagle, CO 81631 (970) 390-9540 email: randy@kipplandsurveying.com web: kipplandsurveying.com	

Alta Survey PUD includes unclaimed parcel Q outlined in green

947 Main Street . Minturn . Colorado . 81645

TOPOGRAPHIC SURVEY
PART OF THE NE1/4 OF SECTION 35, T5S, R81W, 6TH P.M.
AKA: LOT 10 (PART OF), SOUTH MINTURN ADDITION
Town of Minturn, County of Eagle, State of Colorado



PROPERTY DESCRIPTION:

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- NOTES:**
- 1) DATE OF SURVEY: May - October 2015
 - 2) STREET ADDRESS: 947 South Main Street (U.S. Highway 24)
 - 3) Location of improvements and lot lines are based upon: the a Title Commitment provided by Land Title Guarantee Company Order No. ABJ50042592-5, with an effective date of 02-19-2016, and Survey Monuments found at the time of this survey as shown hereon.
 - 4) The topographic information shown hereon is based on the Eagle County G.I.S. Lidar Information provided by the client.
 - 5) 2' Contours shown hereon.
 - 6) Notice: According to Colorado Law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect, in no event, may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

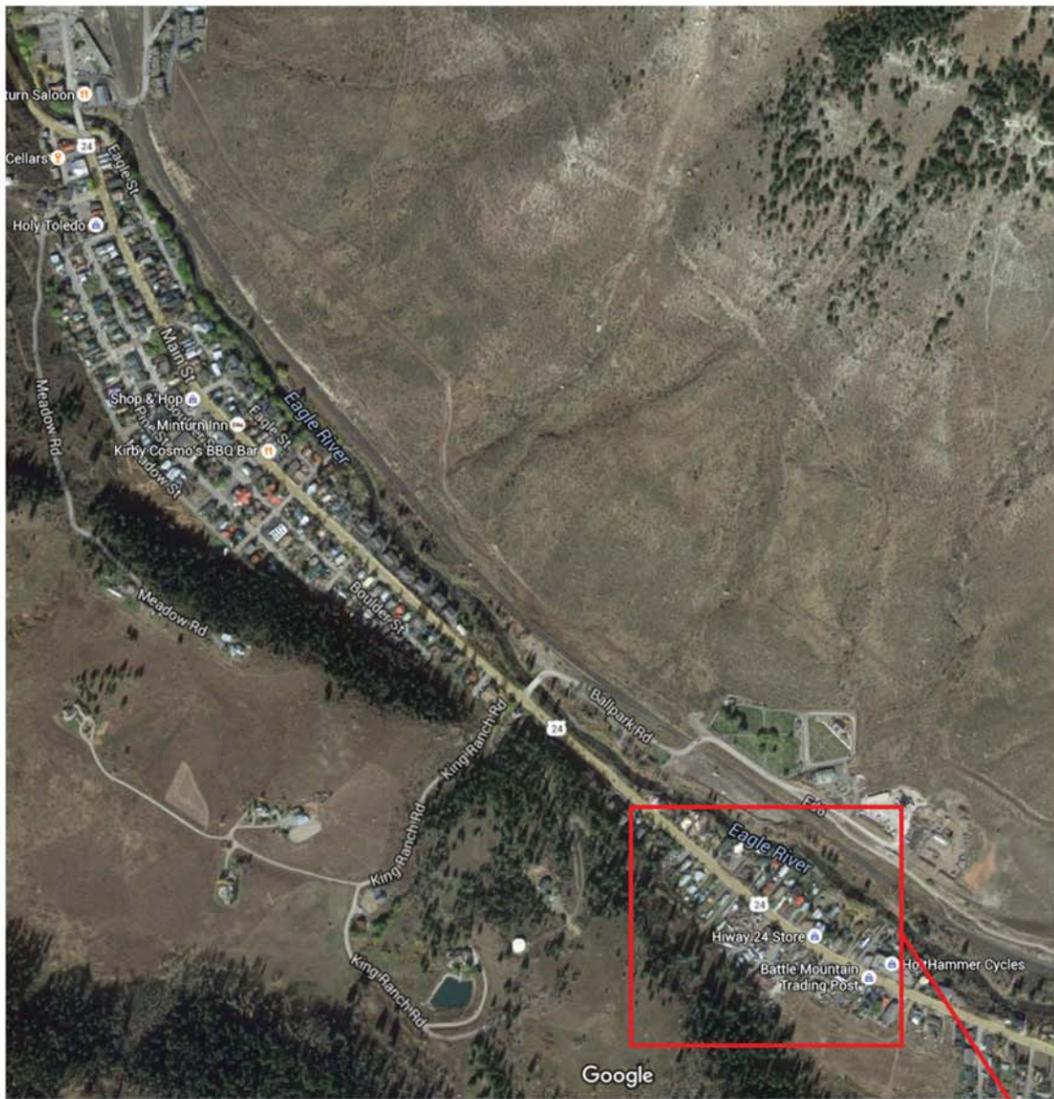
CERTIFICATION

I, Randall P. Kipp, a Registered Professional Land Surveyor in the State of Colorado, hereby certify that this TOPOGRAPHIC SURVEY was done by me or under my direct supervision, and that it was performed using the standard care and practice used in the area at the time of the survey except as noted above. The Notes hereon are a part of this certification.

Randall P. Kipp P.L.S. No. 38079
 Colorado Professional
 Land Surveyor

TOPOGRAPHIC SURVEY Part of The NE1/4 Of Section 35 T5S, R81W, 6TH P.M. Town of Minturn, County of Eagle, Colorado		KIPP LAND SURVEYING RANDY KIPP P.L.S. P.O. Box 3154 Eagle, CO 81631 (970) 390-9540 email: randy@kipplandsurveying.com web: kipplandsurveying.com
JOB NO.: 15025	DATE: 7-08-16	
SHEET 1 OF 1	DWG NAME: Lot 10-SM-GIS-TOPO	

Topo survey 947 Main Street . Minturn . Colorado . 81645



Overview of Minturn

Enlarged area showing the South Town area and the site highlighted.



Site Vicinity Map

947 Main Street . Minturn . Colorado . 81645

Looking toward Main Street



Parcel Q area.



Rear corner of property



Looking north from center of property



Looking toward Main Street toward the northwest corner



looking down into the property from an adjacent parcel



looking to the rear of the property



Site Photos

947 Main Street . Minturn . Colorado . 81645



Site Plan
 22 Units
 44 parking

Site area : 52,359sf
 Building footprint -16,623sf
 Building lot coverage - 31.7%
 Road, Drive, Sidewalk - 7,470sf
 Total Impervious - 46.0%
 grasspave turnaround - 2,012sf
 permeable parking - 4,892sf
 snow storage - 1,318sf (5.6%)

Site Plan

947 Main Street . Minturn . Colorado . 81645

947 Main Street

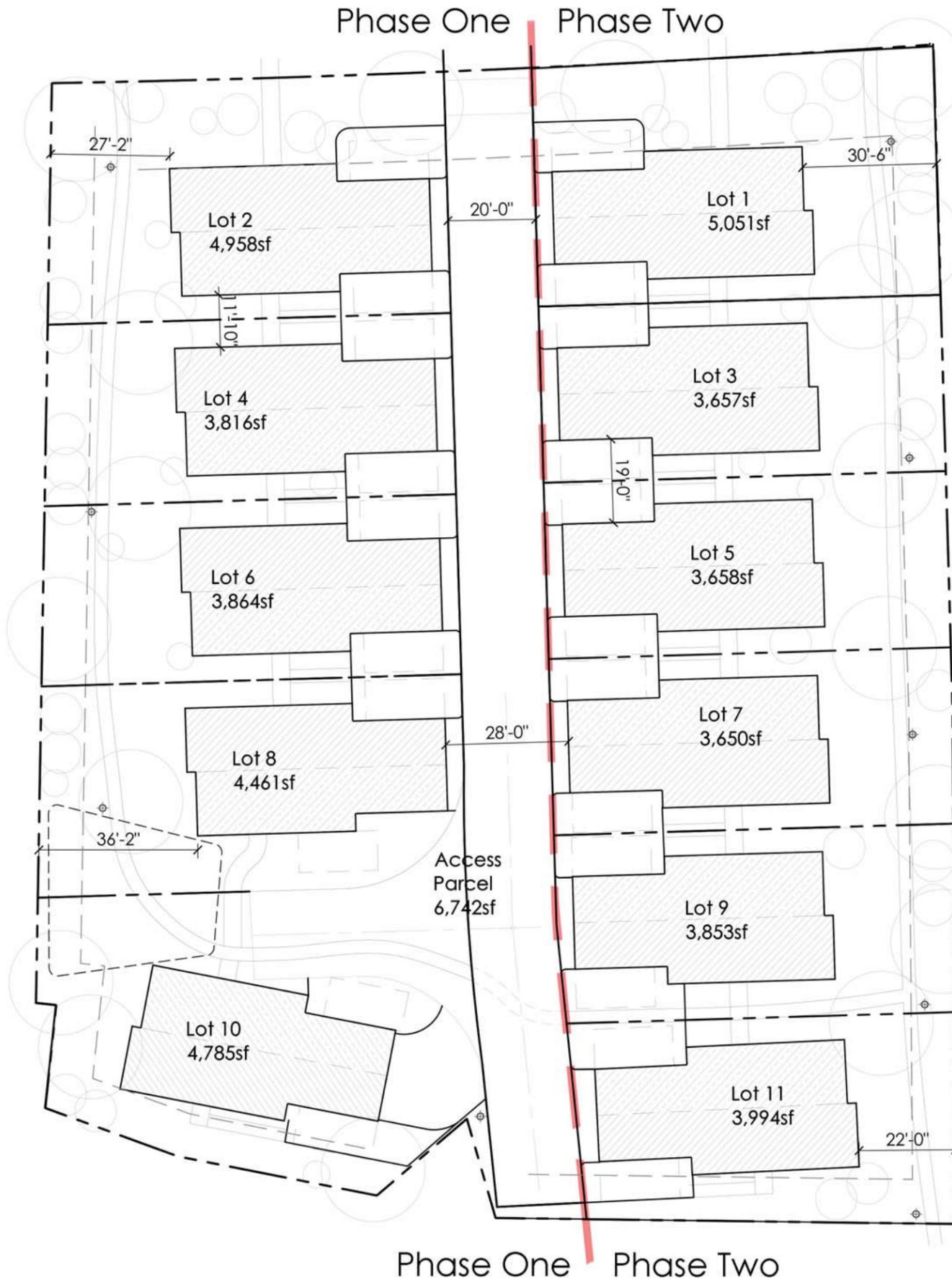
one and two story single family homes

mixed use, mostly commercial



Adjacent Properties

947 Main Street . Minturn . Colorado . 81645



Site Area 52,359sf (1.202AC)

Type 1 772sf (11) 8,492sf
Type 2 740sf (11) 8,140sf

total footprint 16,632sf

Lot Coverage 31.7%

Road, Drive, Sidewalk,
and Curb Area 7,470sf

Total Impervious 24,102sf

Site Impervious 46.0%

grass pave 2,012sf
paver parking 4,892sf

Snow Storage 1,318sf (5.6%)

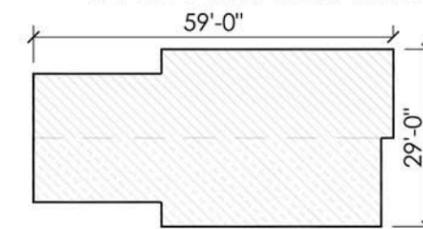
Parking 2 spaces per unit

NOTE:

- fire turn is grass pave
- permeable parking
- site impervious over 40%

Type 1 - 11 units

1,296sf : 2bd+den / 2.5ba



Type 2 - 11 units

1,266sf : 3bd / 2.5ba

Lot Sizes

Lot 1	5,051sf
Lot 2	4,958sf
Lot 3	3,657sf
Lot 4	3,816sf
Lot 5	3,658sf
Lot 6	3,864sf
Lot 7	3,650sf
Lot 8	4,461sf
Lot 9	3,853sf
Lot 10	4,785sf
Lot 11	3,994sf
Access Lot	6,742sf

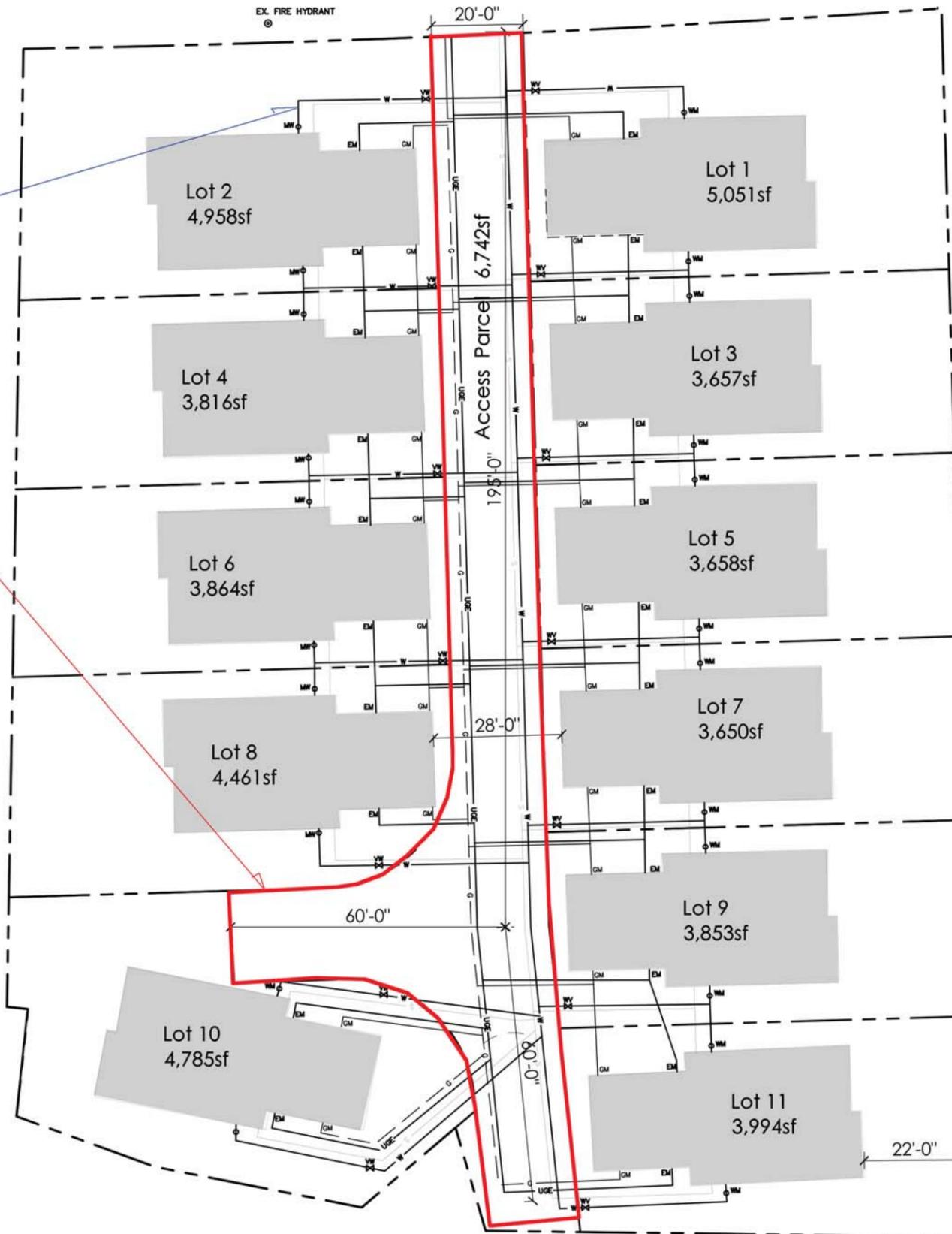
4' Apron at garage
minimum 11' separation
zero lot line at grasspave
hammerhead

Utility and Emergency Access Plan

1:30

water, sewer, gas, and electric underground to individual units

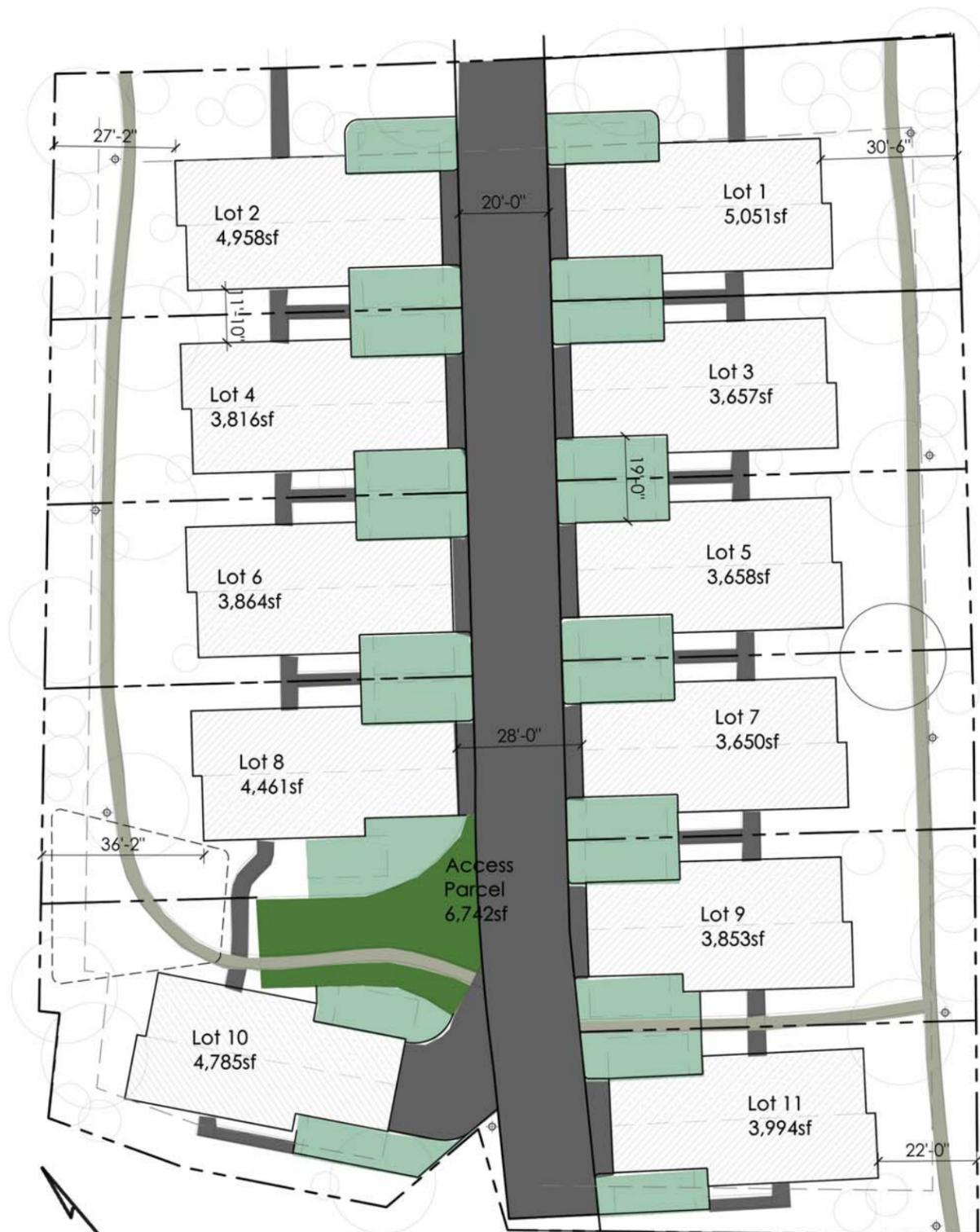
fire access road with hammerhead



Lot Sizes

Lot 1	5,051sf
Lot 2	4,958sf
Lot 3	3,657sf
Lot 4	3,816sf
Lot 5	3,658sf
Lot 6	3,864sf
Lot 7	3,650sf
Lot 8	4,461sf
Lot 9	3,853sf
Lot 10	4,785sf
Lot 11	3,994sf
Access Lot	6,742sf

Impervious Area



Site Area 52,359sf (1.202AC)

total footprint 16,632sf

Road, Drive, Sidewalk, and Curb Area 7,470sf

Total Impervious 24,102sf

Site Impervious 46.0%

grass pave 2,012sf
paver parking 4,892sf

crushed stone path



asphalt drive
concrete aprons
and walkways



grass cell pavers at parking



grasspave hammerhead



Impervious Area and Permeable Surfaces

947 Main Street . Minturn . Colorado . 81645

Fiscal Impact Analysis

The existing 10 homes will be replaced with 22 units. These units will all require connection into the Town's water and sewer system. Emergency services will also need to be provided for this site. The new construction and maintained circulation within the site is arguably a safer situation than the current trailer construction and site use occupancy and therefore would potentially create less risk to all emergency services. We are hopeful that most of the units will be full time residents and expect that some will have children. We are going to focus our marketing in the local area and expect that the impact to the school will be negligible as these will be kids that already live within the valley that are relocating.

The town will benefit from a larger number of full time residents who support local businesses. This will also increase the tax base within the town.

The real estate transfer tax income will be roughly \$120,000 to the town through the purchase of the land and the sale of the homes. Property taxes on the new 22 units will also contribute to the revenue approximately \$60,000 per year.

Income from 11 additional tap fees will be \$104,500; plus an additional base charge of \$1,600 per month for service fees.

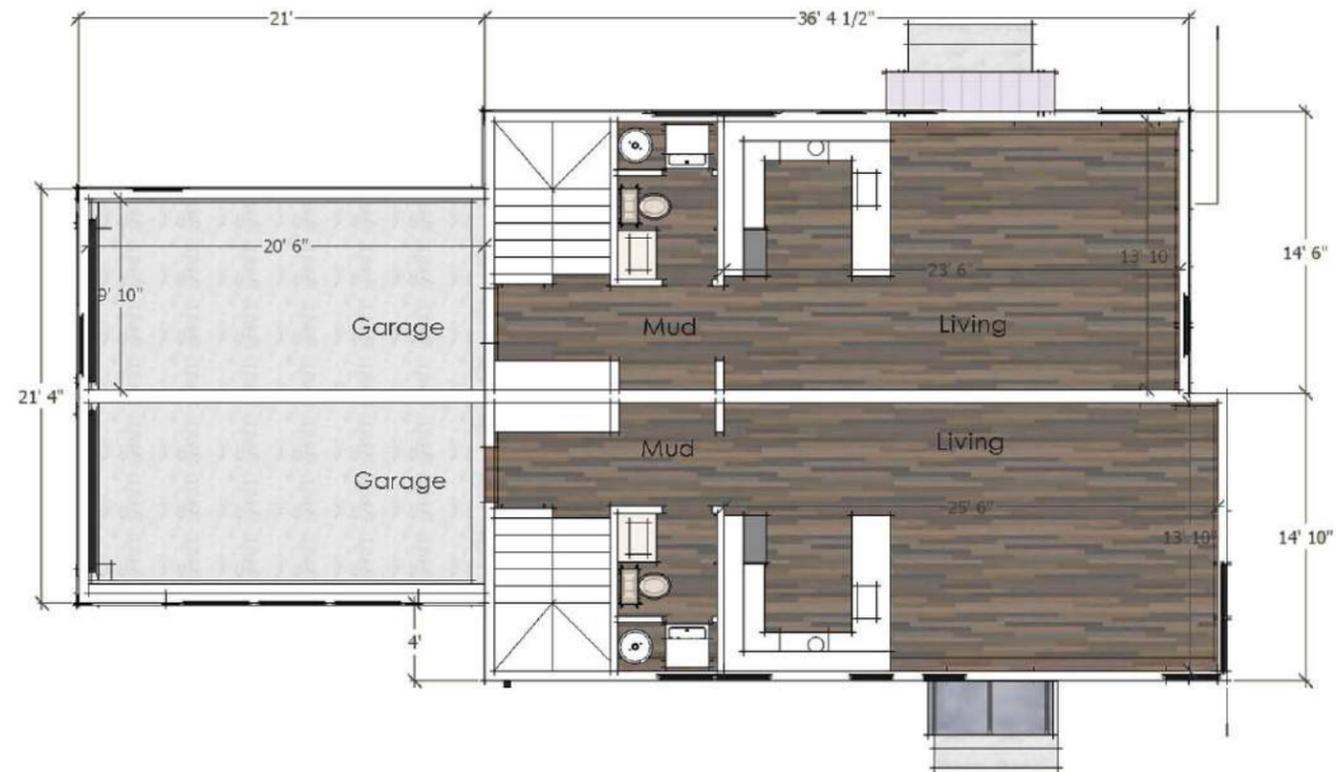
Fire and Emergency services impact fee will be \$18,382.

Road impact fee will be \$53,560.

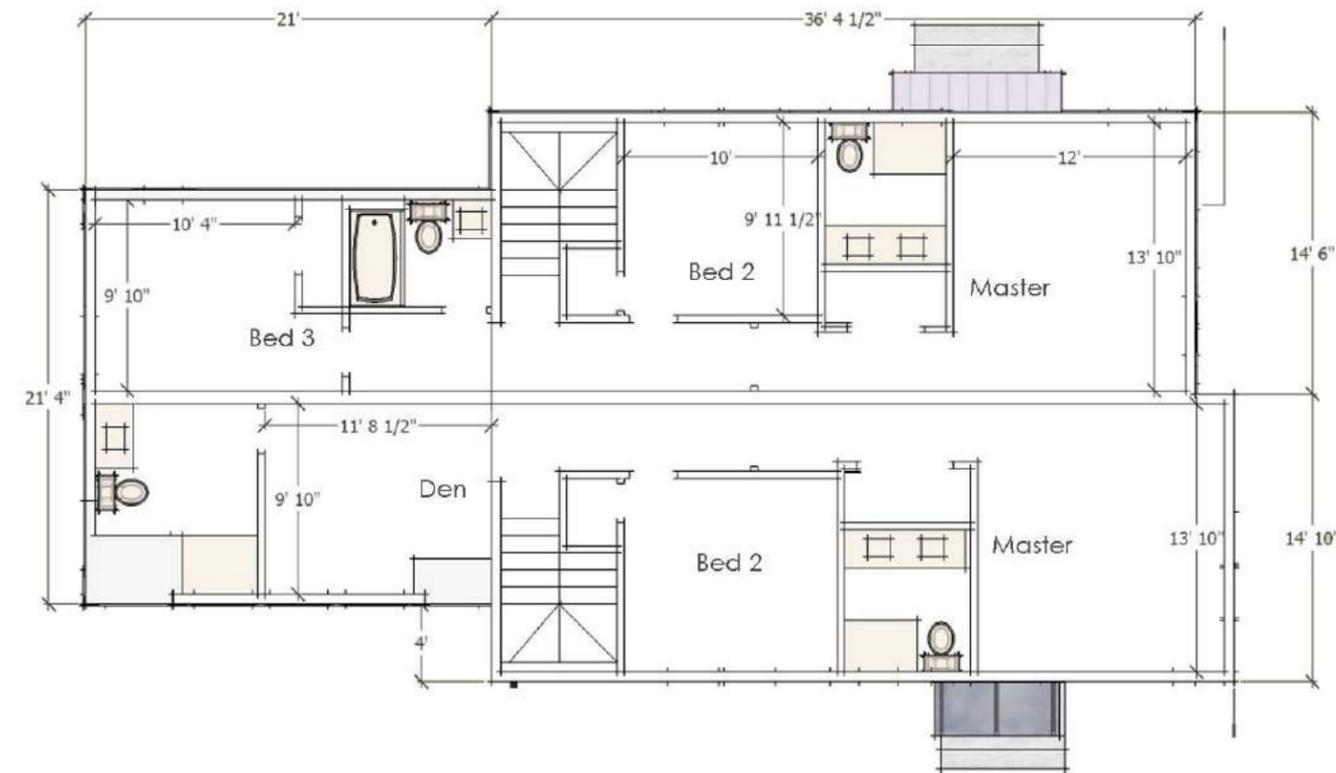
In addition to the above fees, the town will directly receive income for permitting and inspection fees. There will also be an increased revenue from construction activity for the duration of the project.

Economic Impact

947 Main Street . Minturn . Colorado . 81645



Main Level



Upper Level

Architectural Plan

947 Main Street . Minturn . Colorado . 81645

path elevation



traditional elevation



contemporary elevation



street elevation

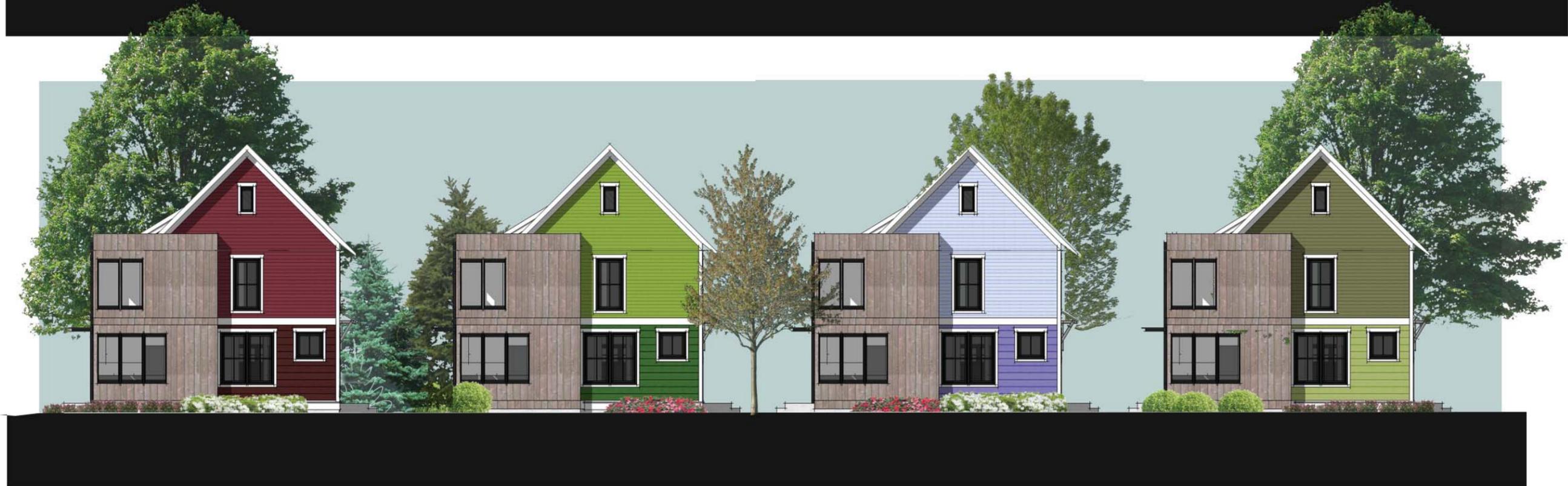


Architectural Elevations

947 Main Street . Minturn . Colorado . 81645

path elevations

wide color variety through the property



Color Schemes

947 Main Street . Minturn . Colorado . 81645



path perspectives



street perspectives



Perspectives

947 Main Street . Minturn . Colorado . 81645

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 21 – SERIES 2016**

A RESOLUTION AUTHORIZING THE MAYOR OF THE TOWN OF MINTURN TO SIGN A GRANT CONTRACT WITH THE RURAL DEVELOPMENT INITIATIVE PROJECT FOR THE COLORADO DEPARTMENT OF LOCAL AFFAIRS.

WHEREAS, the Town of Minturn desires to sign a grant contract with the Rural Development Initiative Project for the Colorado Department of Local Affairs. as set forth

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO THAT THE MAYOR OR HIS DESIGNEE IS AUTHORIZED TO SIGN ON BEHALF OF THE TOWN OF MINTURN ANY AND ALL NEGOTIATED DOCUMENTS REQUIRED TO EXECUTE SAID AGREEMENT.

INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this 17TH day of August, 2016.

TOWN OF MINTURN

By: _____
Mathew Scherr, Mayor

ATTEST:

Jay Brunvand, Town Clerk

GRANT AGREEMENT

Between

**STATE OF COLORADO
DEPARTMENT OF LOCAL AFFAIRS**

And

TOWN OF MINTURN

Summary

Award Amount: \$49,913.00

Identification #s:

Encumbrance #: F17RED00103 (*DOLA's primary identification #*)
Contract Management System #: 93043 (*State of Colorado's tracking #*)

Project Information:

Project/Award Number: REDI 00103
Project Name: Minturn Dowd Junction Waterline Extension Engineering
Performance Period: Start Date: _____ End Date: 6/30/2017
Brief Description of Project / Assistance: The Project consists of hiring a Consultant to complete engineering for a water line from Minturn, Colorado, to Dowd Junction.

Program & Funding Information:

Program Name: Rural Economic Development Initiative
Funding source: State Funds
Catalog of Federal Domestic Assistance (CFDA) Number (if federal funds): n/a
Funding Account Codes: _____

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 EXHIBIT G – FORM OF OPTION LETTER
 FORM 1 – RESERVED.

1. PARTIES

This Agreement (hereinafter called “Grant”) is entered into by and between **TOWN OF MINTURN** (hereinafter called “Grantee”), and the STATE OF COLORADO acting by and through the Department of Local Affairs for the benefit of the Division of Local Government (hereinafter called the “State” or “DOLA”).

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to (*see checked option(s) below*):

- A. The Effective Date.
- B. The Effective Date; provided, however, that all Project costs, if specifically authorized by the federal funding authority, incurred on or after March 1, 20XX, may be submitted for reimbursement as if incurred after the Effective Date.
- C. insert date for authorized Pre-agreement Costs (as such term is defined in §4) , if specifically authorized by the funding authority . Such costs may be submitted for reimbursement as if incurred after the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

C. Purpose

The purpose of this Grant is described in **Exhibit B**.

D. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Budget

“Budget” means the budget for the Project and/or Work described in **Exhibit B**.

B. Closeout Certification

“Closeout Certification” means the Grantee’s certification of completion of Work submitted on a form provided by the State.

C. Evaluation

“Evaluation” means the process of examining Grantee’s Work and rating it based on criteria established in §6 and **Exhibit B**.

D. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein:

- i. Exhibit A (Applicable Laws)
- ii. Exhibit B (Scope of Project)
- iii. Exhibit E (Project Performance Plan)
- iv. Exhibit G (Form of Option Letter)

E. Goods

“Goods” means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

F. Grant

“Grant” means this agreement, its terms and conditions, attached exhibits, documents incorporated by reference pursuant to the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

G. Grant Funds

“Grant Funds” means available funds payable by the State to Grantee pursuant to this Grant.

H. Party or Parties

“Party” means the State or Grantee and “Parties” means both the State and Grantee.

I. Pay Request(s)

“Pay Request(s)” means the Grantee’s reimbursement request(s) submitted on form(s) provided by the State.

J. Pre-agreement costs

“Pre-agreement costs,” when applicable, means the costs incurred on or after the date as specified in §2 above, and prior to the Effective Date of this Grant. Such costs shall have been detailed in Grantee’s grant application and specifically authorized by the State and incorporated herein pursuant to **Exhibit B**.

K. Project

“Project” means the overall project described in **Exhibit B**, which includes the Work.

L. Project Closeout

“Project Closeout” means the submission by the Grantee to the State of an actual final Pay Request, a final Status Report and a Closeout Certification.

M. Program

“Program” means the grant program specified on the first page of this Grant that provides the funding for this Grant.

N. Review

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in **§6** and **Exhibit B**.

O. Services

“Services” means the required services to be performed by Grantee pursuant to this Grant.

P. Status Report(s)

“Status Report(s)” means the Grantee’s status report(s) on the Work/Project submitted on form(s) provided by the State.

Q. Subcontractor

“Subcontractor” means third-parties, if any, engaged by Grantee to carry out specific vendor related services.

R. Subgrantee

“Subgrantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations. Subgrantee is bound by the same overall programmatic and grant requirements as Grantee.

S. Subject Property

“Subject Property” means the real property, if any, for which Grant Funds are used to acquire, construct, or rehabilitate.

T. Substantial Progress in the Work

“Substantial Progress in the Work” means Grantee meets all deliverables and performance measures within the time frames specified in **Exhibit E**.

U. Work

“Work” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibit B**, including the performance of the Services and delivery of the Goods.

V. Work Product

“Work Product” means the tangible or intangible results of Grantee’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM.

A. Initial Term-Work Commencement

Unless otherwise permitted in **§2** above, the Parties’ respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on **June 30, 2017** unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension

The State, at its sole discretion upon written notice to Grantee as provided in **§16**, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

6. STATEMENT OF PROJECT

A. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit B**. Except as specified in §2 above, the State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

B. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed by Grantee or Subgrantees shall be considered Grantee’s or Subgrantees’ employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

7. PAYMENTS TO GRANTEE

The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is **\$49,913.00 (FORTY NINE THOUSAND, NINE HUNDRED THIRTEEN and XX/100 DOLLARS)**, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit B**.

B. Payment

i. Advance, Interim and Final Payments

Any advance payment allowed under this Grant or in **Exhibit B** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

ii. Interest

The State shall not pay interest on Grantee invoices. The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State’s current fiscal year. Therefore, Grantee’s compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the State’s performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State’s liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not fully appropriated, or otherwise become unavailable for this Grant, the State may immediately terminate this Grant in whole or in part to the extent of funding reduction without further liability in accordance with the provisions herein.

iv. Erroneous Payments

At the State’s sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in **Exhibit B**.

i. Budget Line Item Adjustments.

Modifications to uses of such Grant Funds shall be made in accordance with **§4.4 of Exhibit B**. For line item adjustments over 10% but less than 24.99% (a “**Minor Line Item Adjustment**”) which are approved, the State shall provide written notice to Grantee in a form substantially equivalent to **Exhibit G** (each an “**Option Letter**”). If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

ii. Overall Budget Adjustments.

Modifications to the overall Budget shall be made in accordance with **§4.5 of Exhibit B**. For overall Budget adjustments less than 24.99% (a “**Minor Budget Adjustment**”) which are approved, the State shall provide written notice to Grantee in an Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

iii. Setting Final Initial Budget.

All requests by the Grantee to align the initial overall Budget with current market conditions shall be made in accordance with **§4.5.1.1 of Exhibit B**. If such True-up Budget Proposal (as such term is defined in **§4.5.1.1 of Exhibit B**) is approved, the State shall provide written notice to Grantee in an Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

D. Matching/Leveraged Funds

Grantee shall provide matching and/or leveraged funds in accordance with **Exhibit B**.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this **§8** shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with **§19**, if applicable.

A. Performance, Progress, Personnel, and Funds

State shall submit a report to the Grantee upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee’s performance and the final status of Grantee’s obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in **Exhibit B**.

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee’s ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State’s principal representative as identified herein. If the State’s principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of DOLA.

C. Performance Outside the State of Colorado and/or the United States

[Not applicable if Grant Funds include any federal funds] Following the Effective Date, Grantee shall provide written notice to the State, in accordance with **§16 (Notices and Representatives)**, within 20 days of the earlier to occur of Grantee’s decision to perform, or its execution of an agreement with a Subgrantee to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this **§8.C** shall be posted on the Colorado Department of Personnel & Administration’s website. Knowing failure by Grantee to provide notice to the State under this **§8.C** shall constitute a material breach of this Grant.

D. Noncompliance

Grantee’s failure to provide reports and notify the State in a timely manner in accordance with this **§8** may result in the delay of payment of funds and/or termination as provided under this Grant.

E. Subgrants/Subcontracts

Copies of any and all subgrants and subcontracts entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants and subcontracts entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

9. GRANTEE RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the “Record Retention Period”) until the last to occur of the following:

- (i) a period of five years after the date this Grant is completed or terminated, or final payment is made hereunder, whichever is later, or
- (ii) for such further period as may be necessary to resolve any pending matters, or
- (iii) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved.

B. Inspection

Grantee shall permit the State, the federal government (if Grant Funds include federal funds) and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of five years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee’s sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or in equity in lieu of or in conjunction with such corrective measures.

C. Monitoring

Grantee shall permit the State, the federal government (if Grant Funds include federal funds), and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee’s performance hereunder.

D. Final Audit Report

Grantee shall provide a copy of its audit report(s) to DOLA as specified in **Exhibit B**.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee shall comply with the provisions of this **§10** if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

A. Confidentiality

Grantee shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State’s principal representative. Except as otherwise provided in this Grant, Grantee shall keep all tenant, patient and offender information confidential.

B. Notification

Grantee shall notify its agent, employees, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this §10.

E. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

DOLA is not a covered entity under HIPAA for purposes of this Grant. If the Grantee is a covered entity under HIPAA, it shall comply with the requirements of HIPAA, and in all instances shall comply with all other federal and state laws protecting the confidentiality of patient information.

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee’s obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State’s interests. Absent the State’s prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee’s obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration. Failure to promptly submit a disclosure statement or to follow the State’s direction in regard to the apparent conflict constitutes a breach of this Grant.

12. REPRESENTATIONS AND WARRANTIES

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Grantee and Grantee’s Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee’s authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar

requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

13. INSURANCE

Grantee and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

A. Grantee

i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each subgrant with Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee's liabilities under the GIA.

ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to Subgrantees that are not "public entities".

B. Grantees, Subgrantees and Subcontractors

Grantee shall require each subgrant with Subgrantees and each contract with Subcontractors, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

i. Workers' Compensation

Workers' Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee, Subgrantee and Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Malpractice/Professional Liability Insurance

This section shall | shall not apply to this Grant.

Grantee, Subgrantees and Subcontractors shall maintain in full force and effect a Professional Liability Insurance Policy in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, written on an occurrence form, that provides coverage for its work undertaken pursuant to this Grant. If a policy written on an occurrence form is not commercially available, the claims-made policy shall remain in effect for the duration of this Grant and for at least two years beyond the completion and acceptance of the work under this Grant, or, alternatively, a two year extended reporting period must be purchased. The Grantee, Subgrantee or Subcontractor shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from such party's performance of professional services under this Grant, a subcontract or subgrant.

v. Umbrella Liability Insurance

For construction projects exceeding \$10,000,000, Grantee, Subgrantees and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in §13B(i)-(iv) above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of

insurance required in subsections above may be satisfied by the Grantee, Subgrantee and Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

vi. Property Insurance

This subsection shall apply if Grant Funds are provided for the acquisition, construction, or rehabilitation of real property.

Insurance on the buildings and other improvements now existing or hereafter erected on the premises and on the fixtures and personal property included in the Subject Property against loss by fire, other hazards covered by the so called “all risk” form of policy and such other perils as State shall from time to time require with respect to properties of the nature and in the geographical area of the Subject Property, and to be in an amount at least equal to the replacement cost value of the Subject Property. Grantor will at its sole cost and expense, from time to time and at any time, at the request of State provide State with evidence satisfactory to State of the replacement cost of the Subject Property.

vii. Flood Insurance

If the Subject Property or any part thereof is at any time located in a designated official flood hazard area, flood insurance insuring the buildings and improvements now existing or hereafter erected on the Subject Property and the personal property used in the operation thereof in an amount equal to the lesser of the amount required for property insurance identified in §vi above or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and the regulations issued thereunder.

viii. Builder’s Risk Insurance

The subsection shall apply if Grant Funds are provided for construction or rehabilitation of real property.

Grantee, Subgrantee and/or Subcontractor shall purchase and maintain property insurance written on a builder’s risk “all-risk” or equivalent policy form in the amount of the initial construction/rehabilitation costs, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the property owner has an insurable interest in the property.

- a) The insurance shall include interests of the property owner, Grantee, Subgrantee, Subcontractors in the Project as named insureds.
- b) All associated deductibles shall be the responsibility of the Grantee, Subcontractor and Subgrantee. Such policy may have a deductible clause but not to exceed \$10,000.
- c) Property insurance shall be on an “all risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Grantee’s, Subgrantee’s and Subcontractor’s services and expenses required as a result of such insured loss.
- d) Builders Risk coverage shall include partial use by Grantee and/or property owner.
- e) The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subgrantee and Subcontractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

ix. Pollution Liability Insurance

This subsection shall apply if Grant Funds are provided for the construction or rehabilitation of real property.

If Grantee and/or its Subgrantee or Subcontractor is providing directly or indirectly work with pollution/environmental hazards, they must provide or cause those conducting the work to provide Pollution Liability Insurance coverage. Pollution Liability policy must include contractual liability coverage. The policy limits shall be in the amount of \$1,000,000 with maximum deductible of \$25,000 to be paid by the Grantee's Subcontractor and/or Subgrantee.

C. Miscellaneous Insurance Provisions

Certificates of Insurance and/or insurance policies required under this Grant shall be subject to the following stipulations and additional requirements:

- i. Deductible.** Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Grantee, its Subgrantees or Subcontractors,
- ii. In Force.** If any of the said policies shall fail at any time to meet the requirements of the Grant as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Grant, the Grantee, its Subgrantee and its Subcontractor shall promptly obtain a new policy.
- iii. Insurer.** All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to Grantee,
- iv. Additional Insured**
Grantee and the State shall be named as additional insureds on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).
- v. Primacy of Coverage**
Coverage required of Grantee, Subgrantees and Subcontractors shall be primary over any insurance or self-insurance program carried by Grantee or the State.
- vi. Cancellation**
The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Grantee's receipt of such notice.
- vii. Subrogation Waiver**
All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees and Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

D. Certificates

Grantee, Subgrantee and Subcontractor shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant or of their respective subcontract or subgrant. No later than 15 days prior to the expiration date of any such coverage, Grantee, Subgrantee and Subcontractor shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant, subgrant or subcontract, Grantee, Subgrantee and Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Grantee is in breach under any provision of this Grant or if the State terminates this Grant pursuant to §15(B), the State shall have the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B), if applicable. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant’s terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee’s right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee’s action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State’s damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

B. Early Termination in the Public Interest

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State’s obligations hereunder. This

subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

ii. Obligations and Rights

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

iii. Payments

If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made.

Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Termination for No Substantial Progress in the Work

The State may elect to terminate this Grant upon receipt and review of any Quarterly Progress Report, submitted per the time periods defined in **Exhibit E** – Project Performance Plan, if such Quarterly Progress Report fails to evidence Substantial Progress in the Work as directed, defined and expected under **Exhibit B**. Further, the State may elect to terminate this Grant if the Grantee fails to complete Project Closeout within **three months** of completion of the Work. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

D. Remedies Not Involving Termination

The State, at its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or performance schedule. Grantee shall promptly cease performance and incurring costs in accordance

with the State’s directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to Grantee until corrections in Grantee’s performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed, that due to Grantee’s actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Demand removal of any of Grantee’s employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State’s best interest.

v. Intellectual Property

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State’s option (a) obtain for the State or Grantee the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party’s principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

Chantal Unfug, Division Director
Division of Local Government
Colorado Department of Local Affairs
1313 Sherman Street, Room 521
Denver, Colorado 80203
Email: chantal.unfug@state.co.us

B. Grantee:

Matt Scherr, Mayor
Town of Minturn
PO Box 309
Minturn, CO 81645
Email: n/a

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

This section shall | shall not apply to this Grant.

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State’s exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee’s obligations hereunder without the prior written consent of the State.

18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the GIA. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the GIA and the risk management statutes, CRS §24-30-1501, et seq., as amended.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is greater than \$100,000 either on the Effective Date or at anytime thereafter, this §19 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Local Affairs, and showing of good cause, may debar Grantee and prohibit Grantee from receiving future grants and bidding on future contracts. Grantee may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

20. RESTRICTION ON PUBLIC BENEFITS

This section shall | shall not apply to this Grant.

Grantee must confirm that any individual natural person is lawfully present in the United States pursuant to CRS §24-76.5-101 et seq. when such individual applies for public benefits provided under this Grant by requiring the applicant to:

- A. Produce an identification document in accordance with §2.1.1 through §2.1.3 of Colorado Department of Revenue's Rule #1 CCR 201-17, Rule for Evidence of Lawful Presence, as amended.
- B. Execute an affidavit herein attached as **Form 1**, Residency Declaration, stating
 - i. That he or she is a United States citizen or legal permanent resident; or
 - ii. That he or she is otherwise lawfully present in the United States pursuant to federal law.

[The following applies if Grant is funded with federal funds].

Notwithstanding the foregoing, to the extent that there is any conflict with the provisions above or those set forth in the Residency Declaration attached hereto as **Form 1** and any provision of federal law, the provisions of federal law shall prevail.

21. GENERAL PROVISIONS

A. Assignment and Subgrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or subcontracts approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting and subcontracting arrangements and performance.

B. Binding Effect

Except as otherwise provided in §21(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Indemnification-General

Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the GIA, or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. List of Selected Applicable Laws

At all times during the performance of this Grant, Grantee shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended, including without limitation those set forth on **Exhibit A**, Applicable Laws. Grantee also shall require compliance with such laws and regulations by subgrantees under subgrants permitted by this Grant.

I. Use Covenants

This section shall | shall not apply to this Grant:

For Subject Property that is owned by Grantee upon execution of this Grant, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after execution of this Grant. For Subject Property acquired by Grantee using Grant Funds, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after acquisition of such property.

J. Modification

i. By the Parties

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATION OF CONTRACTS - TOOLS AND FORMS. Changes to the Grant shall be authorized to be approved by the following State or DOLA parties:

- a) Approval by Division Director

The Division Director of DOLA or his delegee shall have authority to approve changes to the Responsible Administrator and Key Personnel specified in §5 of **Exhibit B** and the Principal Representative in §16.

b) Approval by DOLA Controller

The DOLA Controller shall have authority to approve all changes to the Grant which are not reserved to the Division Director above.

ii. By Operation of Law

This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

K. Order of Precedence

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Exhibit A (Applicable Laws)
- ii. Colorado Special Provisions
- iii. The provisions of the main body of this Grant (excluding the cover page)
- iv. Any executed Option Letters
- v. Exhibit B (Scope of Project)
- vi. Exhibit E (Project Performance Plan)
- vii. The cover page of this Grant

L. Severability

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

M. Survival of Certain Grant Terms

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

N. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

O. Third Party Beneficiaries

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

P. Waiver

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

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22. COLORADO SPECIAL PROVISIONS

A. The Special Provisions apply to all Grants except where noted in *italics*.

i. **CONTROLLER'S APPROVAL. CRS §24-30-202 (1).**

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

ii. **FUND AVAILABILITY. CRS §24-30-202(5.5).**

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

iii. **GOVERNMENTAL IMMUNITY.**

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

iv. **INDEPENDENT CONTRACTOR**

Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits shall be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any Grant, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

v. **COMPLIANCE WITH LAW.**

Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

vi. **CHOICE OF LAW.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

vii. **BINDING ARBITRATION PROHIBITED.**

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Grant or incorporated herein by reference shall be null and void.

viii. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.**

State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without

limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

ix. EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

x. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

[Not applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

xi. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who shall perform work under this Grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant or enter into a grant with a Subgrantee that fails to certify to Grantee that the Subgrantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Subgrantee and the granting State agency within three days if Grantee has actual knowledge that a Subgrantee is employing or contracting with an illegal alien for work under this Grant, (c) shall terminate the Subgrant if a Subgrantee does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

xii. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the Effective Date of this Grant.

(Special Provisions - effective 1/1/09)

SIGNATURE PAGE

CMS# 93043

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

*** Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee’s behalf and acknowledge that the State is relying on their representations to that effect.**

<p style="text-align: center;">GRANTEE TOWN OF MINTURN</p> <p>By: _____ Name of Authorized Individual (print)</p> <p>Title: _____ Official Title of Authorized Individual</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, GOVERNOR DEPARTMENT OF LOCAL AFFAIRS</p> <p>By: _____ Irv Halter, Executive Director</p> <p>Date: _____</p>
	<p style="text-align: center;">PRE-APPROVED FORM CONTRACT REVIEWER</p> <p>By: _____ Rachel Harlow-Schalk, Financial Assistance Manager</p> <p>Date: _____</p>

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

**STATE CONTROLLER
Robert Jaros, CPA**

By: _____
Janet Miks, CPA, Controller Delegate

Date: _____

EXHIBIT A – APPLICABLE LAWS

Laws, regulations, and authoritative guidance incorporated into this Grant include, without limitation:

1. Colorado Revised Statutes §29-1-601 et seq., as amended, Colorado Local Governments Audit Law.
2. 5 USC552a, as amended, Privacy Act of 1974.
3. 8 USC 1101, Immigration and Nationality Act.
4. 29 USC Chapter 8, §§201, 206, et seq., as amended, Labor.
5. 29 USC Chapter 14, §§621-634, et seq., as amended, Age Discrimination in Employment.
6. 40 USC Subtitle II, et seq., as amended, Public Buildings and Works.
7. 40 USC 327–330, Section 103 and 107, Contract Work Hours and Safety Standards Act, as amended.
8. 40 CFR 1500-1508, as amended, Council on Environmental Quality Regulations Implementing NEPA.
9. 41 CFR Chapter 60, as amended, Executive Order 11246.
10. 41 USC 701, et seq., Drug Free Workplace Act of 1988.
11. 42 USC Chapter 21, et seq., as amended, Civil Rights.
12. CRS §24-34-302, et seq., as amended, Civil Rights Division.
13. CRS §24-34-501 – 510, et seq., as amended, Colorado Housing Act of 1970.
14. CRS §24-75-601 et seq., as amended, Legal Investment of Public Funds.

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EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. Rural Economic Development Initiative. The purpose of the Rural Economic Development Initiative is to assist political subdivisions that are or could be socially and/or economically impacted by the closure of a local large employer.

2. DESCRIPTION OF THE PROJECT(S) AND WORK.

2.1. Project Description. The Project consists of hiring a Consultant to complete engineering for a water line from Minturn, Colorado, to Dowd Junction.

2.2. Work Description. The Town of Minturn (Grantee) shall contract for the services of a qualified Consultant to complete engineering for a water line running from Minturn, Colorado to Dowd Junction. The engineering report shall include construction ready drawings and detailed information estimating the various costs associated with the installation of the engineered water line. The Grantee shall own the engineering report and any related documents.

2.2.1.A contract for consultant services shall be awarded by Grantee to a qualified firm through a formal Request For Proposals or competitive selection process.

2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1.Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. Eligible Expenses. Eligible expenses shall include: professional architectural/engineering fees, RFP/bid advertisements, survey work, water/sewer testing fees, electrical inspection and testing fees, CDPHE permit fees, and attorney's fees.

2.6. Cost Savings. Cost Savings derived while completing the Project shall be:

2.6.1. split on a pro-rata basis between the State and Grantee

2.6.2. returned to the State

3. DEFINITIONS

3.1. "Cost Savings" means the Project Budget amount less the amount expended to complete the Work. Cost Savings are determined at the time the Work is completed and the final payment request is submitted by the Grantee to the State. Cost Savings do not result in payment by the State to Grantee above actual expenditures beyond the required ratio, but deobligates unexpended Grant Funds and reduces Grantee's matching funds requirement. State shall provide written notice to Grantee verifying any Cost Savings.

3.2. "Cumulative Budgetary Line Item Changes" means a cumulative or increasing accumulation of additional expenses within a specific line item as listed in §6.2 Budget within this **Exhibit B**.

3.3. Project Budget Line items.

3.3.1. "Architectural/Engineering Services" means professional architectural/engineering fees, RFP/bid advertisements, survey work, water/sewer testing fees, electrical inspection and testing fees, CDPHE permit fees, and attorney's fees.

3.4. "Project Completion" means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is the Grantee shall receive a set of construction ready drawings with financial estimates for the installation of a water line running from Minturn to Dowd Junction.

- 4.2. Service Area.** The performance of the Work described within this Grant shall be located in Minturn, Colorado.
- 4.3. Performance Measures.** Grantee shall comply with the performance measures detailed in **Exhibit E**.
- 4.4. Budget Line Item Adjustments.** Line Item Adjustments shall not increase the Grant Funds or the total amount of the Budget.
- 4.4.1.** Grantee shall have authority to adjust individual budget line amounts without approval of the State up to an aggregate of 10% of such line item from which the funds are moved. Such authority shall not allow Grantee to transfer to or between administration budget lines. Grantee’s Responsible Administrator shall send written notification of allowed adjustments to the State within 30 days of such adjustment.
- 4.4.2.** All changes to individual budget lines amounts which are in excess of 10% but less than 24.99% of such line item from which the funds are moved (each a “**Minor Line Item Adjustment**”) shall require prior written approval of the DOLA Controller. Grantee’s Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to §7(c)(i) of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change.
- 4.4.3.** All changes to individual budget lines amounts which are in excess of 24.99% of such line item from which the funds are moved shall require a prior written amendment executed by the Grantee and DOLA pursuant to §21(J) of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.
- 4.4.4. Signature Authority.** All Grantee notices and requests submitted to DOLA pursuant to this §4.4 (each a “**Line Item Proposal**”), must be signed and dated by a person authorized to bind the Grantee to such Line Item Proposal.
- 4.5. Overall Budget Adjustments.**
- 4.5.1.** All changes to the overall Budget which are less than 24.99% (each a “**Minor Budget Adjustment**”) shall require prior written approval of the DOLA Controller. Grantee’s Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to §7(c)(ii) of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. Minor Budget Adjustments shall not increase the Grant Funds.
- 4.5.1.1. Exception for Setting Final Initial Budget.** Within 30 days of bid opening for its selection of its prime Subcontractor, Grantee shall submit a written request for changes to the overall Budget to revise the initial overall Budget estimate to align it with current market conditions (a “**True-up Budget Proposal**”). Grantee’s Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to §7(c)(iii) of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. True-up Budget Proposals shall not increase the Grant Funds. The overall Budget adjustment permitted by this §4.5.1.1 is only permitted once under this Grant.
- 4.5.2.** All changes to the overall Budget which are in excess of 24.99% shall require a prior written amendment executed by the Grantee and DOLA pursuant to §21(J) of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall

include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.

4.5.3. Signature Authority. All Grantee notices and requests submitted to DOLA pursuant to this §4.5 (each a “**Budget Proposal**”), must be signed and dated by a person authorized to bind the Grantee to such Budget Proposal.

4.6. Quarterly Pay Request and Status Reports. Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) in the request and specify status of the Work in the Status Report. The report will contain an update of expenditure of funds by line item as per §6.2 of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended. This report is due within 30 days of the end of the quarter or more frequently at the discretion of the Grantee. See **Exhibit E** for specific submittal dates.

4.7. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

5.1. Replacement. Grantee shall immediately notify the State if any key personnel specified in §5 of this **Exhibit B** cease to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its key personnel, it shall notify the State and seek its approval, which shall be at the State's sole discretion, as the State executed this Grant in part reliance on Grantee's representations regarding key personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change will take effect. Anytime key personnel cease to serve, the State, in its sole discretion, may direct Grantee to suspend Work until such time as replacements are approved. All notices sent under this subsection shall be sent in accordance with §16 of the Grant.

5.2. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of **Willy Powell, Town Manager (manager@minturn.org)**, an employee or agent of Grantee, who is hereby designated as the responsible administrator of this Project. Such administrator shall be updated through the approval process in §5.1. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.3. Other Key Personnel: None. Such key personnel shall be updated through the approval process in §5.1.

6. FUNDING

The State provided funds shall be limited to the amount specified under the “Grant Funds” column of §6.2, Budget, below.

6.1. Matching Funds. Grantee shall provide the required (*see checked item*) Matching Funds, as listed in the “Matching Funds” column of §6.2 below during the term of this Project. Funds used as match on previous grant(s) cannot be used as Matching Funds for this Grant.

6.2. Budget

Budget Line Item(s)	Total Cost	Grant Funds	Matching Funds	Matching Funds Source
Architectural/Engineering Services	\$99,825	\$49,913	\$49,912	Grantee
Total	\$99,825	\$49,913	\$49,912	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in §7 of the Grant.

7.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	\$47,418	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$2,495	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$49,913	

7.2. Remittance Address. If mailed, payments shall be remitted to the following address unless changed in accordance with §16 of the Grant:

Town of Minturn
 PO Box 309
 Minturn, CO 81645

7.3. Interest. Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

8.1. Reporting. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

8.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with §4.6 of this **Exhibit B**.

8.1.2. Final Reports. Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

8.2. Monitoring. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee’s pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

8.2.1. Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

9. CONSTRUCTION/RENOVATION. The following subsections shall apply to construction and/or renovation related projects/activities:

- 9.1. Plans & Specifications.** Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.
- 9.2. Procurement.** A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.
- 9.3. Subcontracts.** Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.
- 9.4. Standards.** Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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EXHIBIT E – PROJECT PERFORMANCE PLAN

Funding: REDI	Name of Grantee Town of Minturn		
Project Number: 00103	Name of Project Dowd Junction Waterline Extension Engineering		
DESCRIPTION OF PROJECT:	The Project consists of hiring a Consultant to complete engineering for a water line from Minturn, Colorado, to Dowd Junction.		
DOLA Staff: Greg Winkler - Regional Manager (970) 668-6160 GW		Leslie Hentze- Regional Assistant (970) 248-7313 LH	
MILESTONES – Grantee shall...	By:	STATE ROLE- DOLA shall...	
Award and finalize subcontract(s) and/or sub-grant(s).	August 31, 2016	Review selection and award documentation, and copy of subcontract(s) and/or sub-grant(s) for project file. Provide feedback to Grantee identifying issues or concerns, if any.	ACHIEVED: <u>MM/DD/20YY</u>
Provide DOLA with Project Timeline.	September 15, 2016	Review timeline to ensure timely completion of Project. Provide feedback to Grantee identifying issues or concerns, if any.	ACHIEVED: <u>MM/DD/20YY</u>
Consultant mobilization.	September 15, 2016	Monitor [construction inspection] [progress] reports from the Grantee. Help Grantee identify if/when a Grant Agreement amendment is needed. Provide feedback to Grantee identifying issues or concerns, if any.	ACHIEVED: <u>MM/DD/20YY</u>
Project Completion.	June 30, 2017	Review past quarterly reports, conduct on-site monitoring, and review final report.	ACHIEVED: <u>MM/DD/20YY</u>

<p>Submit quarterly progress reports, which includes: Project Performance Plan accomplishments and a Financial Summary Report for:</p> <p>3rd Quarter 2016 4th Quarter 2016 1st Quarter 2017 2nd Quarter 2017</p> <p>Progress shall be evaluated by the Grantee and documented and included at least upon submittal of Quarterly Progress Reports. Such evaluation shall consist of at least the following monitoring method:</p> <p>a) Question and answer sessions with the Consultant to confirm understanding by all parties as to the nature of the Work and how far along it should be dependent upon the Quarter under review. Specifically, such sessions will determine if:</p> <p>i) A percentage of the engineering report documents have been developed as per agreed time-line as would be expected under this Grant and described in Exhibit B; and</p> <p>ii) The information contains enough depth and detail to provide options to the Grantee for making decisions regarding the Dowd Junction water line as described in Exhibit B.</p>	<p>(30 calendar days after each quarter):</p> <p>October 30, 2016 January 30, 2017 April 30, 2017 July 30, 2017</p>	<p>Review documents and provide follow up technical assistance as necessary.</p> <p>If needed, respond to a request for training within 10 days.</p>	<p>ACHIEVED: <u>MM/DD/20YY</u></p> <p>ACHIEVED: <u>MM/DD/20YY</u></p> <p>ACHIEVED: <u>MM/DD/20YY</u></p> <p>ACHIEVED: <u>MM/DD/20YY</u></p>
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Submit, at a minimum quarterly basis, pay requests and supporting documentation of expenses.	October 30, 2016 January 30, 2017 April 30, 2017 July 30, 2017	Review backup documentation and proof of payment prior to approving pay request. Reimbursement should not exceed pro rata share.	ACHIEVED: <u>MM/DD/20YY</u>
Submit the Project Final Report to DOLA within 90 days after the Project Completion or expiration of Grant Agreement.	September 29, 2017	Provide forms to Grantee within 30 days of completion of work or end of the Grant Agreement. Process the Final Report and deobligate any remaining grant funds within 30 days of receiving a complete Final report.	ACHIEVED: <u>MM/DD/20YY</u>

QUARTERLY QUESTIONS

List Reimbursement Requests for the three months being reported on:
<u>Month</u> January <u>Amount</u>
<u>Month</u> January <u>Amount</u>
<u>Month</u> January <u>Amount</u>
Were any months “zero payment” (no costs incurred) during this quarter? If so, please provide an explanation.
What are the forecasted costs for the next quarter?
Are the budget lines still adequate? Is a contract amendment needed at this time? Are there any anticipated concerns or issues?
Do you foresee any potential problems meeting the Grant Agreement completion deadline?
Were previously identified problems (if any) corrected? Was a budget adjustment needed/done to address the problem(s)?

EXHIBIT G Form of Option Letter

Date: _____	Original Grant CMS #: _____	Option Letter # _____	CMS Routing # _____
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1) OPTIONS:

- a. Option to issue a new Budget (**§6.2 of Exhibit B**) for a Minor Line Item Adjustment (as defined in **§4.4.2 of Exhibit B**).
- b. Option to issue a new Budget (**§6.2 of Exhibit B**) for a Minor Budget Adjustment (as defined in **§4.5.1 of Exhibit B**).
- c. Option to issue a new Budget (**§6.2 of Exhibit B**) for acceptance of a True-Up Budget Proposal (as defined in **§4.5.1.1 of Exhibit B**).

2) REQUIRED PROVISIONS. All Option Letters shall contain the appropriate provisions set forth below:

- a. **For use with Option 1(a):** In accordance with **§7(C)(i)** of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** (“Grantee”), the State hereby approves the Minor Line Item Adjustment listed on the attached revised Budget for **§6.2 of Exhibit B. Section 6.2 of Exhibit B** of the Original Grant is hereby deleted and replaced with the attached **§6.2 of Exhibit B**. All references to **§6.2 of Exhibit B** in the Original Grant shall refer to the attached Exhibit. Minor Line Item Adjustments shall not increase the Grant Funds or the total amount of the Budget.
- b. **For use with Option 1(b):** In accordance with **§7(C)(ii)** of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** (“Grantee”), the State hereby approves the Minor Budget Adjustment listed on the attached revised Budget for **§6.2 of Exhibit B. Section 6.2 of Exhibit B** of the Original Grant is hereby deleted and replaced with the attached **§6.2 of Exhibit B**. All references to **§6.2 of Exhibit B** in the Original Grant shall refer to the attached Exhibit. Minor Budget Adjustments shall not increase the Grant Funds.
- c. **For use with Option 1(c):** In accordance with **§7(C)(iii)** of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** (“Grantee”), the State hereby approves the True-Up Budget Proposal listed on the attached revised Budget for **§6.2 of Exhibit B. Section 6.2 of Exhibit B** of the Original Grant is hereby deleted and replaced with the attached **§6.2 of Exhibit B**. All references to **§6.2 of Exhibit B** in the Original Grant shall refer to the attached Exhibit. True-Up Budget Proposals shall not increase the Grant Funds.

3) Effective Date. The effective date of this Option Letter is upon approval of the State Controller or **Insert start date**, whichever is later.

<p>STATE OF COLORADO John W. Hickenlooper GOVERNOR Colorado Department of Local Affairs</p> <hr/> <p style="text-align: center;">By: Irv Halter, Executive Director</p> <p style="text-align: center;">Date: _____</p>
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA

By: _____
 Janet Miks, CPA, Controller Delegate

Date: _____



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

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

MEMORANDUM

TO: Mayor, and Council
FROM: Jay Brunvand, Treasurer/Clerk
CC:
DATE: Tuesday, August 09, 2016
RE: Special Event Permit – August 20, 27, and September 3, 2016

SUMMARY:

At tonight's meeting the Council is asked to approve a Special Event Permit for the Vail Symposium event scheduled for Saturday August 20, 27, and September 3, 2016. The location of this permit request is Little Beach Park. The attached documentation indicates the compliance with the posting of the site and the event.

PREVIOUS COUNCIL ACTION:

None.

STAFF RECOMMENDATION:

Approve the request as presented with the detailed conditions.

RECOMMENDED MOTION:

I move to approve the proposed Special Event Permit to sell malt, vinous and spirituous liquor beverages to be located as defined in the attached application as presented with the following conditions:

- The application was received on August 5, 2016 and the Notice of Public Hearing on this matter was posted on the premises by the Town Treasurer on August 5, 2016 at least 10 days prior to the Council Meeting consideration.
- That the selling liquor in the manner currently proposed in the application is not in violation of the Minturn Municipal Code.
- Staff requires at least one T.I.P.S, or equivalent certified server be present, and at least one person to check ID's be present at all times while alcoholic beverages are sold. We would like that those servers and certifications be identified to us in advance.
- Staff requests each entrance/exit and premises be monitored and secured to ensure crowd control and that no outside liquor is introduced to the event and that no liquor is removed from the premises.

ATTACHMENTS:

- Application

**TOWN OF MINTURN
LIQUOR LICENSING AUTHORITY**

Follow-up findings and report for application of a Special Event Liquor Permit.

Owner Name and Address: Vail Symposium, P. O. Box 3038 Vail, CO 81658

Event Location and Address: Little Beach Park

TO THE ABOVE APPLICANT AND OTHER INTERESTED PARTIES;

Pursuant to Colorado Revised Statutes, 12-47-312(1), the applicant is hereby advised that with regard to the application for a Special Event Liquor Permit, an investigation has been made, and based on the results thereof, the following has been determined:

That the application was filed on August 5, 2016 in the Town Treasurer's office and a public hearing has been scheduled for Wednesday August 17, 2016.

That the premise being considered is Little Beach Park 801 Cemetery Rd. During previous years this site has been licensed as requested in conjunction with events.

That the Notice of Public Hearing on this matter was posted on the premises by the Town Treasurer on Friday August 5, 2016 at least 10 days prior to the hearing (12 Days).

That from the evidence submitted Town of Minturn owns Little Beach Park and has given written authorization via approval of the Park Permit to hold the event as required by the application.

That selling liquor in the manner currently proposed in the application is not in violation of the zoning codes as stated in the Minturn Municipal Code.

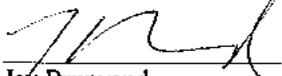
That Eagle County Sheriff's Office acting for Minturn has conducted a background investigation on the principals involved in this application and no issues that would indicate poor moral turpitude were identified.

The public hearing on this application will be held on Wednesday, August 17, 2016 at 6:30pm in the Council Chambers of the Minturn Town Hall, 302 Pine St, Minturn, CO. At said hearing, the applicant shall have an opportunity to be heard regarding all matters related to this application, including all matters set forth herein. The application was approved at staff level with the following findings and conditions:

- The application was received on August 5, 2016 and the Notice of Public Hearing on this matter was posted on the premises by the Town Treasurer on August 5, 2016 at least 10 days prior to the Council Meeting consideration.
- That the selling liquor in the manner currently proposed in the application is not in violation of the Minturn Municipal Code.
- Staff requires at least one T.I.P.S, or equivalent certified server be present, and at least one person to check ID's be present at all times while alcoholic beverages are sold. We would like that those servers and certifications be identified to us in advance.
- Staff requests each entrance/exit and premises be monitored and secured to ensure crowd control and that no outside liquor is introduced to the event and that no liquor is removed from the premises.

The applicant is advised and encouraged to read a copy of the State of Colorado Liquor and Beer Codes and Regulations. This memorandum was delivered to the applicants on _____.

Local Liquor Licensing Authority
Minturn Town Treasurer


Jay Brunvand

Dated this 9th day of August, 2016.

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

- received 8/5/16 CB
- premises posted 8/5/16 CB

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT AND ONE OF THE FOLLOWING (See back for details.)

- | | | |
|------------------------------------|--|---|
| <input type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC | <input checked="" type="checkbox"/> PHILANTHROPIC INSTITUTION |
| <input type="checkbox"/> FRATERNAL | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER | <input type="checkbox"/> POLITICAL CANDIDATE |
| <input type="checkbox"/> PATRIOTIC | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES |
| <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION | |

LIAB	TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:
2110	<input checked="" type="checkbox"/> MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY
2170	<input type="checkbox"/> FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY

DO NOT WRITE IN THIS SPACE

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE Vail Symposium	State Sales Tax Number (Required) 74-2568912
---	--

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE
(include street, city/town and ZIP)

**PO Box 3038
 Vail, CO 81658**

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT
(include street, city/town and ZIP)

**801 Ed6 (Cemetery RD)
 Minturn, CO 81645**

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SECY OF ORG. or POLITICAL CANDIDATE Dale Mosier	09.01.44	308 Brett Trail S., Edwards, CO 81632	970-343-0101
5. EVENT MANAGER Ashley Cawthorn	08.16.92	PO Box 1858, Edwards, CO 81632	970-376-8365
6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____		7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____	

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? Yes No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Hours	From	To	Date	Hours	From	To
08.20.16	6:00	p.m.	11:00	08.27.16	6:00	p.m.	11:00
				09.03.16	6:00	p.m.	11:00

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE 	TITLE Program and Development Manager	DATE 08.02.16
---------------	---	-------------------------

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY) Town of Minturn	<input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK 970 827 5645
SIGNATURE 	TITLE Mayor	DATE 8/17/16

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION			
License Account Number	Liability Date	State	TOTAL
		-750 (999)	\$

Staff Initials: _____ Today's Date: _____

Info Sent: _____

PW Notified: _____

**TOWN OF MINTURN
Park Permit**

Name of Contact: ASHLEY CAWTHORN / VAIL SYMPOSIUM

Phone #: 970-476-0954

Day of Event Contact: ASHLEY CAWTHORN

Phone #: 970-376-8365

Address: (Physical) 40780 US 16 + 24 AVENUE, CO 81620
(Mailing) PO BOX 3038 VAIL, CO 81658

Park Requested for Rental: Little Beach Park

Date(s): SCH AUGUST 20th 2016 Time: (from) 5:00 pm to 11:00 pm

Date(s): SAT AUGUST 27th 2016 Time: (from) 5:00 pm to 11:00 pm

SCH SEPT. 3rd 2016 Time: (from) 5:00 pm to 11:00 pm

Activity Planned: FILM SCREENING Number People Expected: 200+

COMMENTS: _____

Security Deposit: All individuals are required to pay a security deposit. An inspection of the premises will occur to determine condition of facility after use. If the condition is approved, security deposit will be refunded in full within thirty (30) working days after reservation date.

Cancellations: All cancellations must be received no later than thirty (30) days in advance to guarantee full refund of deposits and fees. If cancelling within 30 days of scheduled use, the entire deposit may be forfeited.

Will alcohol be served? Yes No Will admission be charged? Yes No ^{suggested} DONATION

Will alcohol be sold? Yes No NO CRAZY WTH. BREWERY
(If yes to admission being charged and/or alcohol sold, a Special Events Permit is required)

Town Resident? Yes No Non-Profit Status*? Yes No
County Resident**? Yes No Out of County? Yes No

*Proof of residency and non-profit status required

	FEES ^{waved}	AMOUNT PAID	DATE	PAYMENT TYPE
Facility Rental:	<u>\$75</u>	_____	_____	_____
Admission:	<u>donation only</u>	_____	_____	_____
Deposit:	<u>\$200</u>	_____	_____	_____
Total Fees:	<u>\$275</u>	\$ _____	_____	_____
Facility Rental Fees Due By:	_____	Deposit Returned:	_____	_____

IN CONSIDERATION of the permission by the Town of Minturn given the undersigned to use certain Town facilities, the undersigned herewith agrees to indemnify and hold harmless the Town of Minturn from all liability, claim or demand for any event or incident involving damages, injuries, or the no-payment of any obligation incurred by the undersigned which may be asserted against the Town of Minturn and further agree to defend the Town of Minturn against any claim arising therefrom, and to pay any judgment which may be obtained, together with costs and attorney's fees incurred by the Town of Minturn.

FURTHER, the undersigned agrees to furnish, at its cost, such liability insurance, if any be required or requested by the Town of Minturn, at least two weeks prior to the time of the intended use of the Town facility.

I have read the policy contained on the reverse side of this form for the use of Town Recreational Facilities, understand it, and agree to comply with all the provisions set forth therein. I also agree to comply with the provisions set forth above in this permit.

Ashley D. Cawthorn
APPLICANT SIGNATURE

07.26.16
DATE

ASHLEY D CAWTHORN
APPLICANT NAME (PRINT)

Alcohol Management Plan
Special Events Permit
Vail Symposium

Nature of Business

The Vail Symposium is a grassroots, non-profit organization that has been part of the life and history of Vail since 1971. Our mission is to provide educational programs for the Vail Valley community that are thought-provoking, diverse and affordable.

A (501)(c)(3) non-profit organization, the Symposium is almost entirely donor-funded.

Experience

Vail Symposium applies for an average of 8-10 liquor licenses per year in Vail, CO. The staff and volunteers at the Vail Symposium have managed all of these events, not included previous experience with other non-profits in the Vail Valley.

History

The Vail Symposium is the second oldest non-profit in Vail. There is an average of 45 plus events per year. Out of the 6-8 events where we have a liquor license we have never had an issue or a problem during an event.

Location

Little Beach Park is a preferred venue for the Vail Symposium. We chose this location for these events because the space is offered to us at a discounted price and is perfect the size audience we expect.

Entrances/Exits

Little Beach Park has one main entrance/exit into the venue. There is an additional entrance/exit through the kitchen and one exit-only through the rear.

Staffing

There will be 4 or 5 volunteers and a minimum of 3 staff members to manage this event. At this point the event will not be catered. The Vail Symposium will have food available for attendees.

Education and Training

Ashley Cawthorn, the Program and Development Manager and John O'Neill, the Marketing Director are TIPS certified. At this point they are the only one expected to pour alcohol. If we have volunteers pour alcohol, they will be TIPS certified.

Control of the Premises

There are plans to put up signage that explain "No Alcohol Beyond This Point". These will be posted at the event entrance, along boundary points and all exits.

Days and Hours of Operation

On the following dates we plan to serve alcohol between 10:00 and 11:00 : 8.20
8.27, 9.3

Types of Beverages

Beer and wine. The beer will be served by the can and the wine is served in small plastic wine cups.

Food Service

Light snacks and appetizers are offered at the reception and if there are left over's they are available after the event. This typically includes (but may vary) veggie tray, cheese platter, crackers, and meat platter.

Insurance

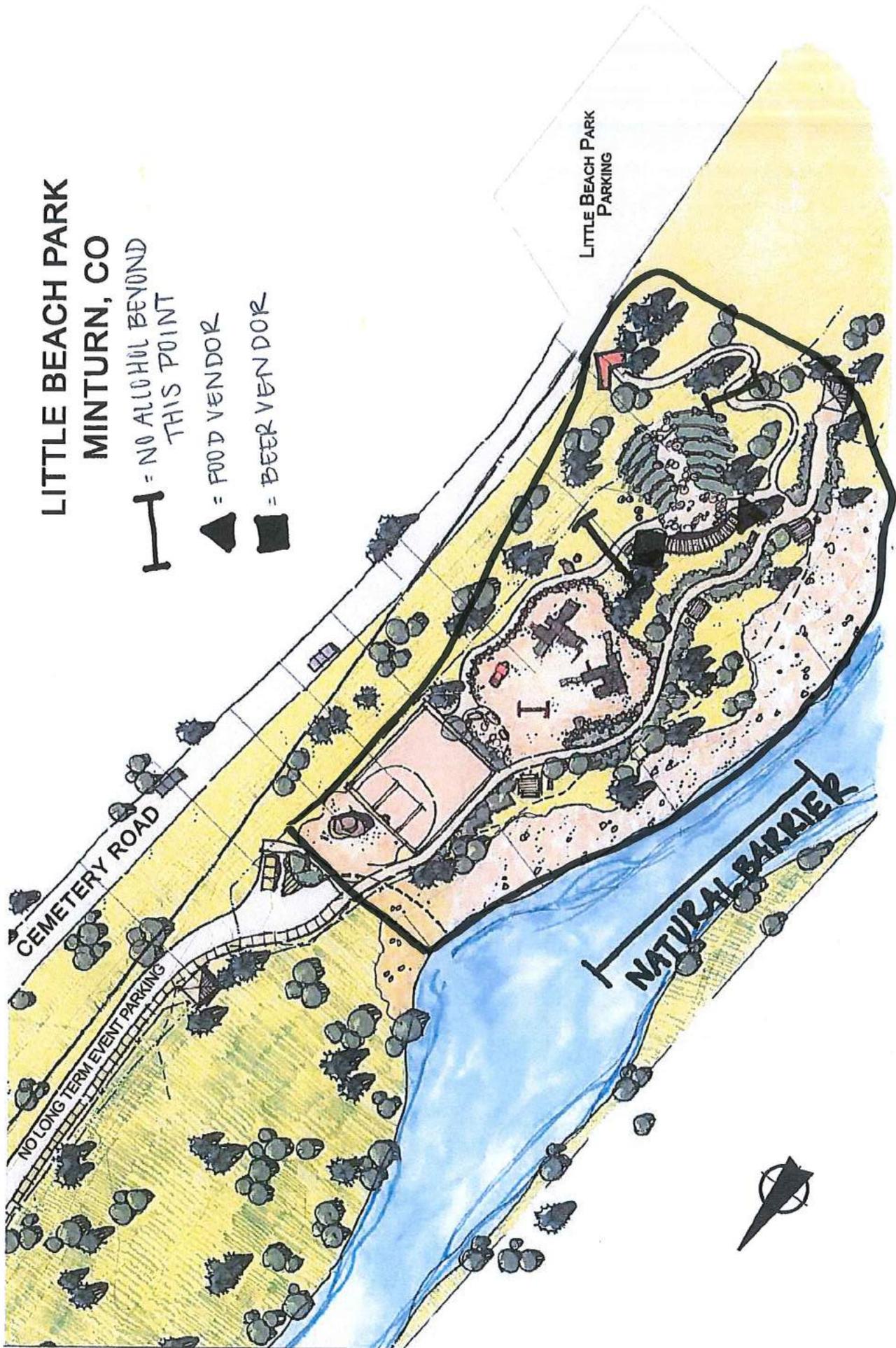
Wall Street Insurance

LITTLE BEACH PARK MINTURN, CO

—|— = NO ALCOHOL BEYOND
THIS POINT

▲ = FOOD VENDOR

■ = BEER VENDOR



TOWN OF MINTURN / PO BOX 309 / MINTURN, CO 81645
(970) 827-5645 / INFO@MINTURN.ORG / WWW.MINTURN.ORG

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

VAIL SYMPOSIUM

is a

Nonprofit Corporation

formed or registered on 04/20/1990 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19901033418 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/20/2015 that have been posted, and by documents delivered to this office electronically through 11/23/2015 @ 18:24:13 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/23/2015 @ 18:24:13 in accordance with applicable law. This certificate is assigned Confirmation Number 9387083 .



Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/bi:/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us>; click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



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

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

MEMORANDUM

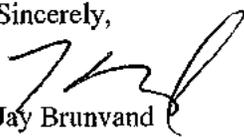
TO: Phillip Cusick, ECSO-Minturn
Mike Sawyer, Town Attorney
FROM: Jay Brunvand, Treasurer/Clerk
CC:
DATE: Monday, August 08, 2016
RE: Special Event Permit

I am in receipt of a Special Event Permit submitted by the Vail Symposium for an event at Little Beach Park on Saturdays August 20, 27 and September 3, 2016. Could you please conduct your review and report back in writing your findings? Because this event is for the Symposium I am not recommending to run fingerprints as there is NO WAY we would get them back in time and because it is run by the Symposium I don't have any concerns, rather I would like a separate set of eyes to make sure I didn't miss anything. I will be available to work with you in the event you have any questions.

I have scheduled this for Council review on August 17th. Note, because this is a Special Event Permit, only the Town approves the application, the State is informed of the event but they do not approve the application as is done with a Liquor License application.

Please feel free to contact me in the event you have any questions.

Sincerely,



Jay Brunvand
Town Clerk/Treasurer



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

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

MEMORANDUM

TO: Town Manger, Mayor, and Council
FROM: Jay Brunvand, Treasurer/Clerk
CC:
DATE: Monday, August 08, 2016
RE: The Bunkhouse, 175 Williams St

SUMMARY:

At tonight's meeting the Council is asked to approve a new Tavern License. The location of this license is 175 Williams Street. This is a new license. A Tavern License is slightly different for other licenses that exist in the area. The applicant will not have a full kitchen which limits the type of food and meals they can serve. This reduced capability is a working part of the Tavern License class and legally tailors to the existing business plan better.

PREVIOUS COUNCIL ACTION:

The Council tabled this application and continued the Hearing from August 3, 2016 to August 17, 2016. Staff has included additional information to be included in the Hearing and as detailed support for the application.

STAFF RECOMMENDATION:

Staff recommends approve the request as presented.

RECOMMENDED MOTION:

I move to approve the proposed Tavern Liquor license application for The Bunkhouse, 175 Williams St as presented with the following conditions:

- The application was submitted on June 9, 2016. The Notice of Public Hearing on this matter was posted on the premises by the Town Treasurer on Thursday July 14, 2016 at least 10 days prior to the hearing, and the publication for the hearing was published in a

newspaper of general circulation on July 15, 2016 at least 10 days prior to the Public Hearing.

- The established neighborhood includes all public and private property within the Town boundaries as of the date of the hearing.
- That the application as submitted is found to be complete.
- That the selling liquor in the manner currently proposed in the application is not in violation of the Minturn Municipal Code.
- Issuing a Tavern License is consistent with the reasonable needs of the neighborhood and desires of the adult population.
- That pursuant to C.R.S. 12-47-313(1)(d) – Restrictions for applications for new license: the physical location where the applicant proposes to exercise the privilege of selling liquor does not appear to be within 500 feet from any public or parochial school or principal campus of any college, university, or seminary.
- That Minturn Police Dept/ECSO has conducted a background investigation on the listed owner(s). This investigation was not able to identify any conditions or information, which in and of itself would forbid the approval of the applicant's license. However, the following considerations will be attached to the approval:
 - The applicant's fingerprints are still being reviewed by the CBI and the FBI and it is foreseeable this process will not be completed in a timely manner. Staff has preformed a background check using available resources and is comfortable recommending approval. In the event the applicant fingerprints are returned indicating sufficient reason to dispute good moral character the license will be forfeited.
 - The Local Liquor Authority has duly emphasized the requirement of operating an orderly establishment as related to noise and or live entertainment and the well being of the neighborhood.
 - Staff recommends the establishment maintain server training certification on all servers.

ATTACHMENTS:

- Application

**TOWN OF MINTURN
LIQUOR LICENSING AUTHORITY**

Follow-up findings and report for application of a Tavern Liquor License.

Owner Name and Address: The Bunkhouse, P. O. Box 1496 Avon, Co 81620

Establishment Name and Address: The Bunkhouse, 175 Williams St Minturn, CO 81645

TO THE ABOVE APPLICANT AND OTHER INTERESTED PARTIES;

Pursuant to Colorado Revised Statutes, 12-47-312(1), the applicant is hereby advised that with regard to the application for a Tavern Liquor License, an investigation has been made, and based on the results thereof, the following has been determined:

1. The Neighborhood for the application is established as the complete boundaries of the Town of Minturn and as such the approval of this establishment would not create an undue concentration of licensed establishments, thereby finding
 - a. This application meets the reasonable requirements of the neighborhood.
 - b. The granting of this license does meet the desires of the adult inhabitants as evidence by petitions, remonstrances, or otherwise or the lack thereof.
 - c. The application meets the needs of the Town of Minturn Zoning as reviewed.
2. That the application was filed on June 9, 2016 in the Town Clerk/Treasurer's office and a public hearing has been scheduled for Wednesday August 3, 2016. In accordance with C.R.S. 12-47-311(1) the Town must hold the application for not less than 30 days; this hearing date represents 55 days. As of this writing, I have received four concerns during the Hearing of August 3. No other concerns have been received either written or verbal, pro or con. Those concerns are included as record in this hearing continuation.
3. That the type of Liquor License applied for is appropriate for the needs and desires of the applicant.
4. That the premise being considered has not previously operated with a liquor license. This location will be a new Tavern license.
5. That the Notice of Public Hearing on this matter was posted on the premises by the Town Treasurer on Thursday July 14, 2016 at least 10 days prior to the hearing, and that the publication of the hearing was published in a newspaper of general circulation on July 15, 2016 at least 10 days prior to the Public Hearing.
6. That from the evidence submitted the applicant is leasing the premises where the proposed liquor license will be utilized from Nelson Avenue Family Partners LLC, and that Nelson Avenue Family Partners LLC. is the lawful owner of the premises. Further, the premise lease exceeds the term of the proposed license as required by Colorado State Law.
7. That selling liquor in the manner currently proposed in the application is not in violation of the zoning codes as stated in the Minturn Municipal Building Code – Chapter 16. The Minturn Planning Department has confirmed this operation will not require a Conditional Use and has sufficient parking as per Minturn Code.
8. That pursuant to C.R.S. 12-47-313(1)(d) – Restrictions for applications for new license, the building where the applicant proposes to exercise the privilege of selling liquor at retail does not appear to be within 500 feet from any public or parochial school or the principal campus of any college, university or seminary.
9. That Minturn Police/ECSO has conducted a background investigation on Ryan and Nancy Richards, the owners and managers of The Bunkhouse. During this investigation, Minturn

Police/ECSO did not find any unresolved issues that would preclude obtaining a liquor license. Although, staff recommends approval by the Minturn Town Council it is recommended the following conditions to be placed on the license approval:

- a. As a minimum the licensee/manager, and a server be server trained by an authority such as T.I.P.S and that a certified server be on duty at all times while alcoholic beverages are served.
- b. That the Liquor Authority emphasize the requirement of operating an orderly establishment.
- c. The public hearing on this application will be held on Wednesday, August 3, 2016 at 6:30pm in the Council Chambers of the Minturn Town Hall, 302 Pine St, Minturn, CO. At said hearing, the applicant shall have an opportunity to be heard regarding all matters related to this application, including all matters set forth herein.

The applicant is advised and encouraged to read a copy of the State of Colorado Liquor and Beer Codes and Regulations.

Local Liquor Licensing Authority
Minturn Town Treasurer


Jay Brunvand

Dated this 14 day of July, 2016.

Supplemented on: August 8, 2016





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
Willy Powell, Town Manager
Mike Sawyer, Attorney
Phillip Cusick, ECSO/Minturn

CC:

Date: 8/8/16 3:52 PM

RE: Staff considerations for the approval of The Bunkhouse Liquor License
175 Williams St

THE APPLICATION: The Bunkhouse, 175 Williams St, Minturn. Ryan Richards, Owner/Manager. Applicant has requested the granting of a Tavern License.

Colorado uses a dual authority process for liquor licensing which brings together the local and state needs. The relevant statute used to consider liquor licensing is Article 47 – Alcohol Beverages.

Definition of the Neighborhood: The Town of Minturn, due to its overall size, has traditionally defined the neighborhood to be all areas contained within the incorporated boundaries.

- During the Public Hearing it was noted the applicant did not contact the neighbors therefore did not meet the burden of proof of assessing and quantitating the needs of the neighborhood or the adult residents of the neighborhood. Colorado statute does not require the applicant to contact the neighbors nor to petition their desires. The Town Attorney submitted, and state statute corroborates, that a survey is not required and that this process can be determined during the public hearing. It was also noted during the public hearing that the concerned neighbors did not have access to the complete application until five days prior to the hearing when it was posted as part of the Council Packet on the website. In fact, the complete application was available from the time the Notice of Hearing was posted on the premises. As stated in the public notice the application is available in the Office of the Town Clerk and as of this writing has not been requested by any party for review.
- It was noted in the Public Hearing that this use is not an acceptable use of the location. Staff notes that the lodging and the restaurant/bar are Use by Right in this zone. Additionally, this building has encountered significant problems with low rental and high turnover. The first floor area proposed has remained virtually empty and has never had a tenant. When originally built the first floor area was proposed to be a restaurant or large retail anchor for the development. Staff feels this use is in line with the uses as approved

when the building was proposed and therefore is in support of the needs of the neighborhood.

- No statutory definition of the word “neighborhood” exists. The authority has discretion (within reason) to determine the neighborhood boundaries. However, Staff feels it would be unreasonable to modify the neighborhood for this application since it has not been presented as a concern prior to this application and has stood for all other previously granted licenses.
- To deem this application as “tipping point” when determining an Undue Concentration of licensed establishments could call into debate the license approved on April 6, 2016 without this concern to be suspect.
- If the Authority rules this application to create an Undue Concentration it would constitute a ban on any new licenses within the current town boundaries. This affect would be unreasonable to the needs and desires of the neighborhood and could result in existing licenses becoming exponentially more valuable thereby potentially creating a significant conflict of interest on the seated Liquor Authority.

During the August 3 hearing concern of the appropriateness of the Tavern License was questioned and it was questioned if a Hotel and Restaurant or another type License could be approved or would be more appropriate.

- Bed and Breakfast: an overnight lodging establishment that provides at least one meal per day at no charge other than a charge for overnight lodging and does not sell alcohol beverages by the drink.
- Club: a corporation that has for at least three years has been incorporated, has a membership that has paid dues, and is an establishment operated solely for objects of a national, social, fraternal, patriotic, political, or athletic nature.
- Hotel: any establishment with sleeping rooms for the accommodation of guests and having restaurant facilities.
- Restaurant: an establishment, which is not a hotel as defined provided with special space, sanitary kitchen and dining room equipment, and persons to prepare, cook, and serve meals.
- Tavern: an establishment serving alcohol beverages in which the principal business is the sale of alcohol beverages at retail consumption on the premises and where sandwiches and light snacks are available for consumption on the premises.

It has been previously submitted that the requirement of a Hotel and Restaurant license is that:

- the food portion of the gross income of the combined sales of food and drinks must comprise of at minimum 25%. The Bunkhouse will be selling, at a minimum, sandwiches and light snacks so it is reasonable to assume this 25% threshold will be met.
- The Bunkhouse does not have the proper and required kitchen facilities

Staff feels the Tavern License to not only be the proper license but also to be the only license the Bunkhouse is qualified to hold.

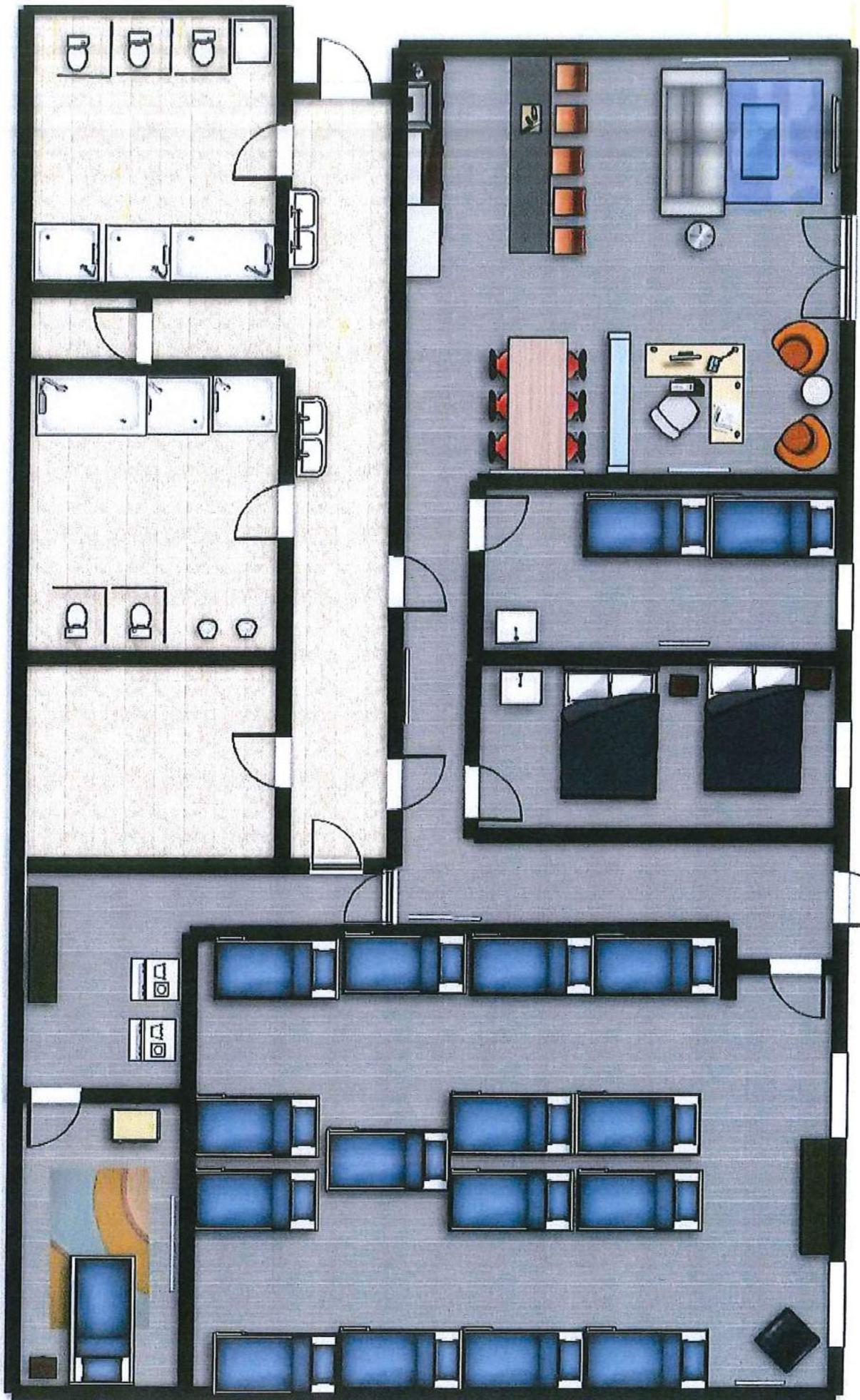
The Licensed Premises:

- Control of Premises
 - It was stated that licensing the entire first floor would cause alcohol problems. Staff feels this is incorrect.

- State and Local law require the license holder to ensure at all times that the premises are secure and that no outside liquor is introduced to the licensed premises. Licensing their entire leased area would require that no outside liquor be introduced and that the entire licensed premises be secured at all times.
 - The business model of the Bunkhouse is that of common or dorm style short term lodging with two private rooms and a total occupancy of 38. Staff feels that the business model of the Bunkhouse is not conducive to the introduction or consumption of personal or outside liquor due to the communal living arrangements and that liquor which might be unintentionally brought on in a suitcase could be easily monitored.
- It was stated that smoking was an issue. Staff feels this would be mitigated by the granting of the license.
 - State law bans smoking in public buildings and in areas where food and or liquor is consumed. License of the entire leased area would relegate smoking to outdoors and at least ten feet from a door or window of the establishment in effect making this a true non-smoking property.
- It was stated that employees or guests of the establishment had been witnessed consuming marijuana.
 - State law allows an individual to possess limited quantities of marijuana and to purchase those products at retail.
 - The State and local law bans the consumption of marijuana in public areas. This would not change if the license were to be granted. However, Staff feels that if the license were to be granted the consumption of marijuana on the licensed premises would be a violation of the law which would be a punishable infraction against the license.
 - The hearing has confirmed the reported consumption of marijuana was in the garage area, although in public and therefore illegal it was not on the proposed licensed premises; again, this falls outside of the scope of this proposal.
- It was stated that access to the upper floors should be limited more than it currently is. Although Staff is cognizant of the concerns of the residential units, Staff feels this is acceptably segregated. To ask the retail tenant to do more is not required. Rather this is a concern that should be brought up with the landlord and building owner to remedy and falls outside the scope of this proposed application.
- It was stated that this use might result in a stepping stone to gambling, retail marijuana shops, and even nude entertainment within the Town. Staff feels this is far outside the scope of this proposal, is expressly limited by both state and local law, and is solely intended to insight emotions. Staff feels this is not reasonable, rational, nor responsible on the part of the individuals expressing the concern and the comments should not be considered with the approval or denial of this application.
- It was noted the hearing has confirmed the reported consumption of marijuana was in the garage area, although in public and therefore illegal it was out of view of the public and therefore witnessed only by a tenant. Further, as proposed the

garage area is not proposed nor considered to be in the licensed area; again, this falls outside of the scope of this proposal.

- It was stated that the parking concerns for the establishment were not being considered. Staff feels this is incorrect and that the parking needs have been reviewed and approved.
 - Minturn has approved (Ord 14-2015) which approved the Bunkhouse parking plan to be 2 spaces on-site in the garage for limited use by employees, and 20 spaces leased off-site.
 - Minturn requires restaurant/bar establishments to have one parking space per six seats in the dining area. It is noted this application does not actually change the proposed common area seating and that the seating is of only limited table and bar seating.
 - Using the map which established the required parking plan for the Ordinance, Staff counts 18 seats. Using the calculation of 1 space per 6 seats, the establishment is required to provide 3 spaces.
 - Using the hotel guest occupancy of 38 spaces, the establishment is required to provide 6 spaces.
 - Staff notes that, combined, the parking would not constitute even half of the currently required parking.
 - Staff feels that, as in other areas of this block, some shared parking is allowable between the lodging and the food and beverage as food was approved in the original business plan.
 - Staff notes that any on-site parking that might be utilized by patrons of the food and beverage facilities are limited to 15-minute parking in front and staff parking in the parking garage. Therefore, the on-site parking would not be impacted and the off-site parking is restricted by Ordinance to a specific area.



Bunkhouse Tavern Liquor License Application – Public Comments

Brian Sipes 102 Nelson Ave (Residence) and 175 Williams St (Mollie G) Suite 204 (Business)

Mr. Mayor, Mr. Town Manager and members of the Town Council,

This feels like deja-vu because once again I am before you bummed that we were not contacted by our downstairs neighbors to explain what they wanted to do and ask for our input. We had to learn about the application from the sign. We emailed Nancy to ask about the application and did not receive a response. None of my other upstairs neighbors at the Mollie G received any kind of outreach either. Again, just a big bummer and automatically puts us on the defensive and unnecessarily breeds suspicion.

I also wish to point out that when asking for the variance and approval to create the use for the Bunkhouse, the owners stated that it would be a liquor, drug and smoke free establishment. Now not even a year later we see one of those claims already being dropped.

From my understanding of the Liquor License procedures outlined by the state, the town zoning code and my own knowledge of the building we share, I believe this application is incomplete and the staff report erred in recommending approval. The procedures to grant a new liquor license are, by design, somewhat detailed. Once created licenses are more difficult to abolish and so diligence and consistency is warranted to protect the town. I understand from the staff report that this may be the first tavern license granted by the town and so I would suggest that additional diligence is required because, by definition, everything you do would set a precedent.

I have three main concerns with the application: the determination of need, errors or at least questions with the proposed liquor license boundary and the complete absence of an analysis of parking impact.

Determination of Need:

I do not see any finding in the staff report that there was an analysis, survey or other determination of the need for this license. It may be a foregone conclusion, but I believe the procedures require you to make this finding. If, in fact, this is the first tavern license in the town what do the citizens think about this? What will the impact be to police services? Again, because of the location, this may all be understood, but I strongly suggest there needs to be some transparent analysis showing the thought process and clear findings in the record.

Liquor License Boundary:

The entire lower level of the Mollie G has been included in the license boundary. This should have at least raised some questions during the review. I believe that the following must be addressed:

- The license includes the sleeping rooms. Is this legal? The private rooms are most likely lockable by guests. How will the applicant monitor and control liquor consumption within these spaces?
- The license boundary includes building common elements where the consumption of liquor by the public is impossible or should not be allowed. On example is the egress stair to the upper level and garage and the common telecommunications closet for the building.

- The building code requires that the "exit discharge" be maintained as clear and hazard free from the stair to the public way. This egress route crosses the outdoor patio. I am not sure if this route must be excluded from the boundary, but I am pretty sure it should be marked and someone should make the determination of compatibility in the staff analysis. This is a life safety issue for the upstairs tenants and we are concerned.
- There is no indication how the liquor storage area is to be secured. I believe the location shown is the guest laundry.
- Finally, the Bunkhouse is currently in violation of the Americans with Disabilities Act (ADA). I mentioned this to Nancy before they opened, but the issue has not yet been corrected. There is currently no legal accessible access from the parking area to the patio. The sidewalk has settled and there is currently a big step at the top of the ramp. The applicant is asking to invite even more members of the public to the establishment and, even though this is a civil law, I do not believe the Council should turn a blind eye to this issue.

Parking Impact:

I see no mention of the parking impact from this change in use. For any application in town this would be required, but for this specific space, where nearly all of the residential overnight onsite parking requirement has already been waived by the town, I think this is an error that should not allow you to approve this application this evening. I did some rough calculations to try to indicate the magnitude of the issue.

- Town code required 1 parking space for every 5 occupants at maximum occupancy.
- The entire license boundary is used to determine the occupancy, but however areas like restrooms are typically not counted because they are used by people already in the space.
- The dimensions shown on the liquor boundary map are incorrect. I measured the space and it is quite a bit larger than dimensioned.
- If the entire liquor license boundary (exclusive of bathrooms, utility closets, etc) is used approximately 65 parking spaces would be required by town code
- If only the lobby and outdoor patio are included in the occupancy calculation, then 20 parking spaces would be required. Even discounting shared use by some of the bunkhouse occupants, I would argue that at least 10 (possibly more) new spaces are required by this application. Where are these spaces?

Why was the parking impact not included in the staff report recommending approval? An accurate calculation should be provided and included in the application with justification. The application is incomplete without it. I would request that you table this application until the items outlined above can be addressed.

Thank you for allowing me to offer these comments.

Sincerely,



Brian Sipes

Colorado Liquor Retail License Application

827-1165

<input checked="" type="checkbox"/> New License <input type="checkbox"/> New-Concurrent <input type="checkbox"/> Transfer of Ownership			
• All answers must be printed in black ink or typewritten • Applicant must check the appropriate box(es) • Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquor • Local License Fee \$ _____			
1. Applicant is applying as a/an <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships)		<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Association or Other	
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation THE VAIL BUNKHOUSE THE BUNKHOUSE			FEIN Number 47-5157491
2a. Trade Name of Establishment (DBA) THE BUNKHOUSE		State Sales Tax Number 31414917	Business Telephone 9703939003
3. Address of Premises (specify exact location of premises, include suite/unit numbers) 175 WILLIAMS STREET			
City MONTURN	County EAGLE	State CO	ZIP Code 81645
4. Mailing Address (Number and Street) POB 1496		City or Town AVON	State CO ZIP Code 81620
5. Email Address ryan@vailbunkhouse.com			
6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date
Section A Nonrefundable Application Fees		Section B (Cont.) Liquor License Fees	
<input checked="" type="checkbox"/> Application Fee for New License..... \$ 600.00 <input type="checkbox"/> Application Fee for New License w/Concurrent Review \$ 700.00 <input type="checkbox"/> Application Fee for Transfer..... \$ 600.00		<input type="checkbox"/> Liquor Licensed Drugstore (City)..... \$227.50 <input type="checkbox"/> Liquor Licensed Drugstore (County) \$312.50 <input type="checkbox"/> Manager Registration - H & R..... \$ 75.00 <input checked="" type="checkbox"/> Manager Registration - Tavern..... \$ 75.00	
Section B Liquor License Fees			
<input type="checkbox"/> Add Optional Premises to H & R.....\$100.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex.....\$ 75.00 X _____ Total _____		<input type="checkbox"/> Master File Location Fee.....\$ 25.00 X _____ Total _____ <input type="checkbox"/> Master File Background.....\$250.00 X _____ Total _____	
<input type="checkbox"/> Arts License (City).....\$308.75 <input type="checkbox"/> Arts License (County).....\$308.75 <input type="checkbox"/> Beer and Wine License (City).....\$351.25 <input type="checkbox"/> Beer and Wine License (County).....\$436.25 <input type="checkbox"/> Brew Pub License (City).....\$750.00 <input type="checkbox"/> Brew Pub License (County).....\$750.00 <input type="checkbox"/> Club License (City).....\$308.75 <input type="checkbox"/> Club License (County).....\$308.75 <input type="checkbox"/> Distillery Pub License (City).....\$750.00 <input type="checkbox"/> Distillery Pub License (County).....\$750.00 <input type="checkbox"/> Hotel and Restaurant License (City).....\$500.00 <input type="checkbox"/> Hotel and Restaurant License (County).....\$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City).....\$600.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises(County).....\$600.00		<input type="checkbox"/> Optional Premises License (City).....\$500.00 <input type="checkbox"/> Optional Premises License (County).....\$500.00 <input type="checkbox"/> Racetrack License (City).....\$500.00 <input type="checkbox"/> Racetrack License (County).....\$500.00 <input type="checkbox"/> Resort Complex License (City).....\$500.00 <input type="checkbox"/> Resort Complex License (County).....\$500.00 <input type="checkbox"/> Retail Gaming Tavern License (City).....\$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County).....\$500.00 <input type="checkbox"/> Retail Liquor Store License (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store License (County).....\$312.50 <input checked="" type="checkbox"/> Tavern License (City).....\$500.00 <input type="checkbox"/> Tavern License (County).....\$500.00 <input type="checkbox"/> Vintners Restaurant License (City).....\$750.00 <input type="checkbox"/> Vintners Restaurant License (County).....\$750.00	
Questions? Visit: www.colorado.gov/enforcement/liquor for more information			
Do not write in this space - For Department of Revenue use only			
Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

Questions? Visit: www.colorado.gov/enforcement/liquor for more information

Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant information <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input checked="" type="checkbox"/> C. License type or other transaction identified <input checked="" type="checkbox"/> D. Return originals to local authority <input type="checkbox"/> E. Additional information may be required by the local licensing authority
II.	Diagram of the premises <input checked="" type="checkbox"/> A. No larger than 8 1/2" X 11" <input checked="" type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) N/A <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input checked="" type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input type="checkbox"/> E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) <input type="checkbox"/> A. Deed in name of the Applicant (or) (matching question #2) date stamped / filed with County Clerk <input checked="" type="checkbox"/> B. Lease in the name of the Applicant (or) (matching question #2) <input type="checkbox"/> C. Lease Assignment in the name of the Applicant with proper consent from the Landlord and acceptance by the Applicant <input type="checkbox"/> D. Other Agreement if not deed or lease. (matching question #2) (Attach prior lease to show right to assumption)
IV.	Background Information and financial documents <input checked="" type="checkbox"/> A. Individual History Records(s) (Form DR 8404-I) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to local authority (State Authority for Master File applicants) N/A <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and or authorization to transfer license N/A <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor / husband and wife partnership <input type="checkbox"/> A. Form DR4679 <input type="checkbox"/> B. Copy of State Issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) <input type="checkbox"/> A. Certificate of Incorporation dated stamped by the Secretary of State <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation <input type="checkbox"/> D. List of officers, directors and stockholders of Applying Corporation (If wholly owned, designate a minimum of one person as Principal Officer of Parent)
VII.	Partnership applicant information (if applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). Not needed if husband and wife <input type="checkbox"/> B. Certificate of Good Standing (If formed after 2009)
VIII.	Limited Liability Company applicant information (if applicable) <input checked="" type="checkbox"/> A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office) <input checked="" type="checkbox"/> B. Certificate of Good Standing ⇒ <input type="checkbox"/> C. Copy of operating agreement <input type="checkbox"/> D. Certificate of Authority if foreign company
IX.	Manager registration for hotel and restaurant, tavern licenses when included with this application <input type="checkbox"/> A. \$75.00 fee <input type="checkbox"/> B. Individual History Record (DR 8404-I) <input type="checkbox"/> C. If owner is managing, no fee required

7. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years?	Yes	No		
	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
8. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state):				
(a) Been denied an alcohol beverage license?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
(b) Had an alcohol beverage license suspended or revoked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
10. Are the premises to be licensed within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
	or			
Waiver by local ordinance?	<input type="checkbox"/>	<input type="checkbox"/>		
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>		
11. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
12. Does the Applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____				
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord NELSON AVENUE FAMILY PARTNERS LLC	Tenant THE BUNKHOUSE LLC	Expires 2/28/19		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 13.				
	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
c. Attach a diagram and outline or designate the area to be licensed (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
13. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business. Attach a separate sheet if necessary.				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Attach copies of all notes and security instruments, and any written agreement, or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
14. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:				
Has a local ordinance or resolution authorizing optional premises been adopted? <input type="checkbox"/> <input type="checkbox"/>				
Number of additional Optional Premise areas requested. (See license fee chart) 				
15. Liquor Licensed Drug Store applicants, answer the following:				
(a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy? <input type="checkbox"/> <input type="checkbox"/>				
If "yes" a copy of license must be attached.				
16. Club Liquor License applicants answer the following: Attach a copy of applicable documentation				
(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? <input type="checkbox"/> <input type="checkbox"/>				
(b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? <input type="checkbox"/> <input type="checkbox"/>				
(c) How long has the club been incorporated? <input type="text" value=""/>				
(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? <input type="checkbox"/> <input type="checkbox"/>				
17. Brew-Pub License or Vintner Restaurant Applicants answer the following:				
(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) <input type="checkbox"/> <input type="checkbox"/>				
18a. For all on-premises applicants.				
(If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an individual History Record - DR 8404-I)				
Last Name of Manager RICHARDS	First Name of Manager RYAN	Date of Birth 9/27/79		
18b. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. <input type="checkbox"/> <input checked="" type="checkbox"/>				
Name	Type of License	Account Number		
19. Tax Distraint Information. Does the applicant or any other person listed on this application and including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? <input type="checkbox"/> <input checked="" type="checkbox"/>				
If yes, provide an explanation and include copies of any payment agreements.				

20. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the Applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and submit fingerprint cards to the local licensing authority.

Name	Home Address, City & State	DOB	Position	% Owned
MICHAEL L. JOSEPH	348 HARRIS HILL RD, WILLIAMSVILLE, NY	5/2/59	CLASS A MEMBER	37.5
GERALD S. LIPPE	665 MAIN ST. BUFFALO, NY	3/23/40	CLASS A MEMBER	37.5
RYAN RICHARDS	POB 1496 AVON CO	9/27/70	CLASS B MEMBER	12.5
NANCY RICHARDS	POB 1496 AVON CO	12/29/70	CLASS B MEMBER	12.5
Name	Home Address, City & State	DOB	Position	% Owned

** If Applicant is owned 100% by a parent company, please list the designated principal officer on question #20
 ** Corporations - The President, Vice-President, Secretary and Treasurer must be accounted for on question #20 (Include ownership percentage if applicable)
 ** If total ownership percentage disclosed here does not total 100%, applicant must check this box:
 Applicant affirms that no individual other than these disclosed herein, owns 10% or more of the applicant, and does not have ownership in a prohibited liquor license pursuant to Title 47 or 48, C.R.S.

Oath Of Applicant

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. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature 	Printed Name and Title RYAN RICHARDS, OWNER, CLASS B	Date 3/10/16
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Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority JUNE 9, 2016	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application 12-47-311 (1) C.R.S.) JULY 20, 2016 (42 days)
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The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) has:

- Been fingerprinted
- Been subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with, and aware of, liquor code provisions affecting their class of license

- (Check One)
- Date of inspection or anticipated date _____
 - Will conduct inspection upon approval of state licensing authority

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S.
Therefore, this application is approved.

Local Licensing Authority for TOWN OF MONTANA	Telephone Number 970 827 5645	<input checked="" type="checkbox"/> Town, City <input type="checkbox"/> County
Signature 	Print MATT SCHENK	Title MAYOR
Signature (attest) 	Print JAY BROWN	Title CLERK

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant or Tavern class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application. (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business	Home Phone Number	Cellular Number
---------------------	-------------------	-----------------

2. Your Full Name (last, first, middle) Gerald Sanford Lippes	3. List any other names you have used
--	---------------------------------------

4. Mailing address (if different from residence) 50 Fountain Plaza, Ste 1700, Buffalo, NY 14202	Email Address
--	---------------

5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)

Street and Number	City, State, Zip	From	To
Current 10 Seagate Drive, PH1N	Naples, FL 34103	12/2011	present
Previous			

6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)

Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
Lippes Mathias, et al	50 Fountain Plz Ste 1700 Buffalo, NY 14202	Founder	1965	present

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

Name of Relative	Relationship to You	Position Held	Name of Licensee

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) Yes No

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) Yes No

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) Yes No
11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) Yes No
12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) Yes No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth 03/23/40		b. Social Security Number		c. Place of Birth Buffalo, NY		d. U.S. Citizen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
e. If Naturalized, state where			f. When		g. Name of District Court		
h. Naturalization Certificate Number		i. Date of Certification		j. If an Alien, Give Alien's Registration Card Number		k. Permanent Residence Card Number	
l. Height 6'	m. Weight 155	n. Hair Color Gray	o. Eye Color Brown	p. Gender Male	q. Race Caucasian	r. Do you have a current Driver's License/ID? If so, give number and state. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No # _____ State FL	

14. Financial Information.
- a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.
\$ 420,000.00
- b. List the total amount of the personal investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ 180,000.00
- * If corporate investment only please skip to and complete section (d)
** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
Cash (personal funds)	Checking	M&T Bank	\$180,000

d. Provide details of the corporate investment described in 14 b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount

Oath of Applicant

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

Authorized Signature 	Print Signature Gerald S. Lippes	Title	Date 03/30/16
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Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant or Tavern class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application. (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business THE BUNGHOUSE, LLC	Home Phone Number N/A	Cellular Number 3
2. Your Full Name (last, first, middle) RICHARDS NANCY LYNNE	3. List any other names you have used NANCY WALKER	
4. Mailing address (if different from residence) PO Box 1496 Avon, CO 81620	Email Address	

5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)			
Street and Number	City, State, Zip	From	To
Current 811 WEST BEAVER CREEK Blvd # C-7	Avon, CO 81620	9/2007	Present
Previous			

6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
Marriott	715 W. Lionshead Cir. Vail 81657	Bar/night server	2013	Present

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.			
Name of Relative	Relationship to You	Position Held	Name of Licensee
N/A			

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) Yes No

N/A

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) Yes No

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) Yes No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) Yes No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) Yes No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth 12/27/1973 b. Social Security Number _____ c. Place of Birth Stuart, FL d. U.S. Citizen Yes No

e. If Naturalized, state where N/A f. When _____ g. Name of District Court _____

h. Naturalization Certificate Number _____ i. Date of Certification _____ j. If an Alien, Give Alien's Registration Card Number _____ k. Permanent Residence Card Number _____

l. Height 5'7 m. Weight 160 n. Hair Color Brown o. Eye Color Blue p. Gender F q. Race Caucasian r. Do you have a current Driver's License/ID? If so, give number and state. Yes No State CO

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ \$420,000.00

b. List the total amount of the personal investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ 10,000.00

* If corporate investment only please skip to and complete section (d)
** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
CASH	CHECKING	WELLS FARGO	\$10,000.00

d. Provide details of the corporate investment described in 14 b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount

Oath of Applicant

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

Authorized Signature Nancy Richards Print Signature Nancy Richards Title OWNER Date 3/3/16

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant or Tavern class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application. (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business <i>THE Dunkhouse</i>	Home Phone Number	Cellular Number
2. Your Full Name (last, first, middle) <i>Joseph Michael Lee</i>	3. List any other names you have used	
4. Mailing address (if different from residence) <i>348 Harris Hill Road, Williamsville, NY 14221</i>	Email Address	

5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)

Street and Number	City, State, Zip	From	To
Current <i>643 Paintbrush Pkwy</i>	<i>Aurora, CO 81620</i>	<i>12/10</i>	<i>3/16</i>
Previous			

6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)

Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
<i>Clover Group, Inc.</i>	<i>348 Harris Hill Road, Williamsville, NY 14221</i>	<i>President</i>	<i>9/89</i>	<i>present</i>

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

Name of Relative	Relationship to You	Position Held	Name of Licensee
<i>N/A</i>			

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) Yes No

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) Yes No

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) Yes No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) Yes No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) Yes No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth 5/2/59 b. Social Security Number _____ c. Place of Birth Brooklyn, NY d. U.S. Citizen Yes No

e. If Naturalized, state where _____ f. When _____ g. Name of District Court _____

h. Naturalization Certificate Number _____ i. Date of Certification _____ j. If an Alien, Give Alien's Registration Card Number _____ k. Permanent Residence Card Number _____

l. Height 5'10" m. Weight 140 n. Hair Color Brown o. Eye Color Brown p. Gender Male q. Race White r. Do you have a current Driver's License/ID? If so, give number and state. Yes No i. _____

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ 400,000

b. List the total amount of the personal investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ 200,000

* If corporate investment only please skip to and complete section (d)
** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
Cash	Checking	HSBC	200,000

d. Provide details of the corporate investment described in 14 b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount

Oath of Applicant

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

Authorized Signature  Print Signature Michael L. Joseph Title Investor Date 3/25/16

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant or Tavern class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application. (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business THE BUNKHOUSE	Home Phone Number	Cellular Number
2. Your Full Name (last, first, middle) RICHARDS, RYAN, WESLEY	3. List any other names you have used	
4. Mailing address (if different from residence) POB 1496, AVON CO 81620	Email Address	

5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)

Street and Number	City, State, Zip	From	To
Current 811 W. BEAVER CREEK BLVD #C7	AVON CO 81620	2007	Present
Previous			

6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)

Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
RITZ CARLTON, B6	0130 DAYBREAK RIDGE, AVON CO ⁸¹⁶²⁰	FITNESS	12/05	07/12
VENTURE SPORTS	100 BACHELOR GULCH TRAIL, AVON CO ⁸¹⁶²⁰	MANAGER	7/12	11/12
RITZ CARLTON, VAIL	726 W LIONSHEAD CIR, VAIL CO ⁸¹⁶⁵⁷	BELLMAN	11/12	4/13

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

Name of Relative	Relationship to You	Position Held	Name of Licensee

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) Yes No

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) Yes No

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (if yes, explain in detail.) Yes No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (if yes, explain in detail.) Yes No

12. Have you ever had any professional license suspended, revoked, or denied? (if yes, explain in detail.) Yes No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth 09/27/1979	b. Social Security Number	c. Place of Birth MARIETTA, OHIO USA	d. U.S. Citizen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
e. If Naturalized, state where	f. When	g. Name of District Court	
h. Naturalization Certificate Number	i. Date of Certification	j. If an Alien, Give Alien's Registration Card Number	k. Permanent Residence Card Number
l. Height 5'10"	m. Weight 190	n. Hair Color BLD	o. Eye Color GRN
p. Gender M	q. Race WHT	r. Do you have a current Driver's License/ID? If so, give number and state. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No # _____ State <u>CO</u>	

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.
\$ 400,000.00

b. List the total amount of the personal investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ 10,000

* If corporate investment only please skip to and complete section (d)
** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
CASH	CREDIT	Barclay Card	\$10,000

d. Provide details of the corporate investment described in 14 b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount

Oath of Applicant

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

Authorized Signature 	Print Signature Ryan Richards	Title OWNER	Date 3/24/06
--------------------------	----------------------------------	----------------	-----------------

EMPLOYMENT CONTINUED

THE SONNENALP CLUB, ~~ED~~ 1265 BERRY CREEK RD,
EDWARDS, CO 81632

FITNESS MANAGER 4/13 - PRESENT

State Of Delaware

Entity Details

3/11/2016 1:15:22PM

File Number: 5820272

Incorporation Date / Formation Date: 9/9/2015

Entity Name: THE BUNKHOUSE, LLC

Entity Kind: Limited Liability Company

Entity Type: General

Residency: Domestic

State: DELAWARE

Status: Good Standing

Status Date: 9/9/2015

Registered Agent Information

Name: THE CORPORATION TRUST COMPANY

Address: CORPORATION TRUST CENTER

City: WILMINGTON

Country:

State: DE

Postal Code: 19801

Phone: 302-658-7581

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

The Bunkhouse, LLC

is an entity formed or registered under the law of Delaware, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20151696804 and has provided the assumed entity name for use in Colorado

The Vail Bunkhouse, LLC

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/21/2016 that have been posted, and by documents delivered to this office electronically through 03/23/2016 @ 11:00:24.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/23/2016 @ 11:00:24 in accordance with applicable law. This certificate is assigned Confirmation Number 9564142.



Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



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: Mike Sawyer, Attorney
Phillip Cusick, ECSO/Minturn
CC:
Date: 6/13/16 3:59 PM
RE: Liquor License

Attached please find a copy of the application for a new Tavern License for The Bunkhouse, LLC. 175 Williams St (Molly G building). I have attached the application and everything but the lease as that is long. However, I did review it and it is in the name of the Bunkhouse and extends for more than one year. I have reviewed the application and will conducted an onsite inspection and found no issues. 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

MINTURN

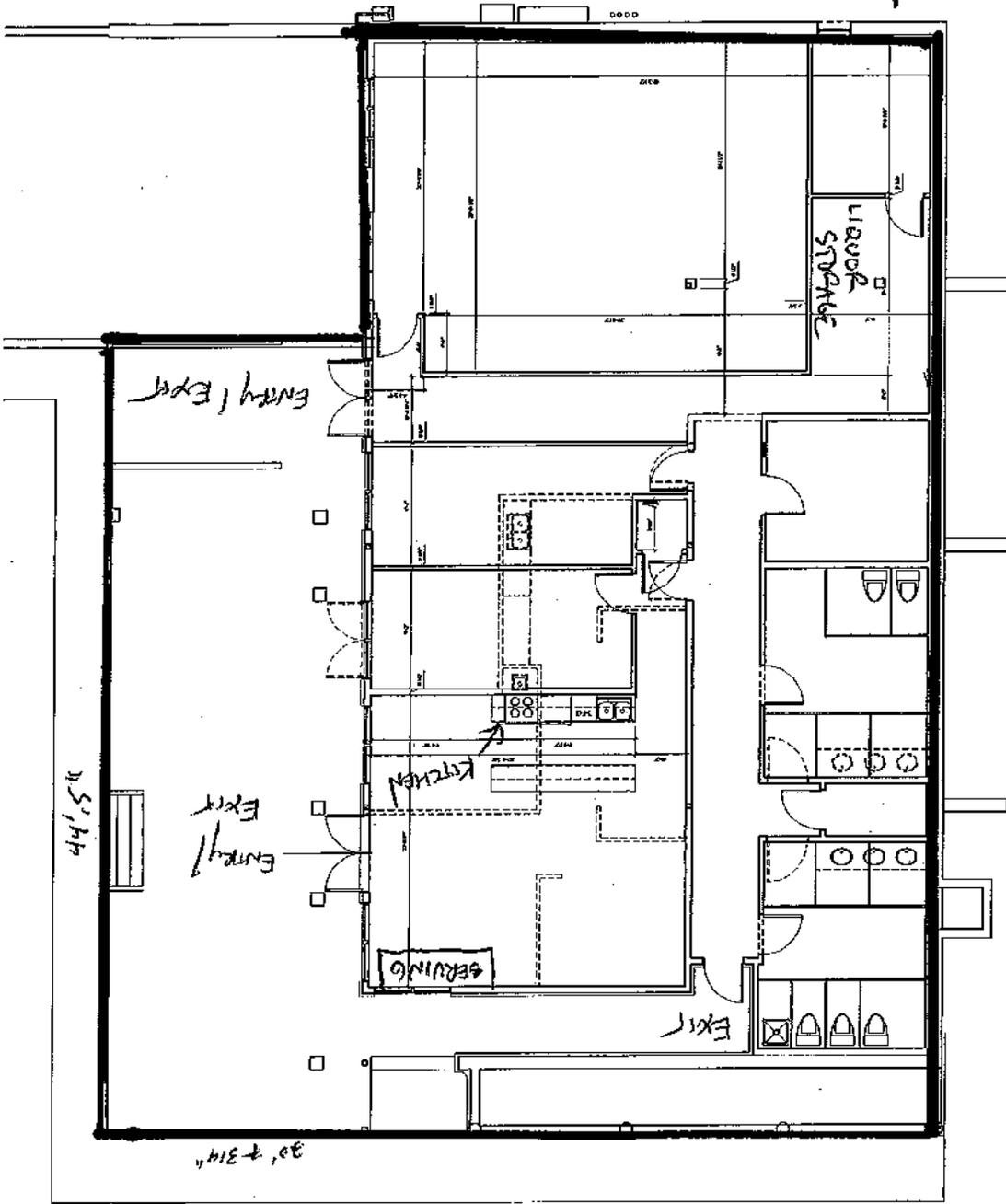
THE *backhouse*

8500



TOYOTA
GOVERN
BY COLORADO
MOUNTAIN COUNTRY

4LE
AWD



NOT FOR PROPOSED FLOOR PLAN CONSTRUCTION



TOWN OF MINTURN
P.O. Box 309 (243 Boulder 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: Liquor License applicant
CC:
Date: 8/8/16 12:02 PM
RE: Requirements of a new license

- 1) State Application (DR 8404)
 - Complete and signed
 - Class/type of license
 - Fees
- 2) Lease – Correct Term and Tenant
- 3) Individual History Records filed for ALL listed below (DR8404-I)
 - 10% or more stockholders/LTD partners
 - All general partners
 - Principals/applicants
 - Corporate officers
 - Directors
- 4) Drawing of the premises to be licensed. If more than one level, submit a plan for each level and label the floors. Drawing no larger than 8-1/2 x 11"
- 5) Proof of sales tax license, Federal Tax stamp, and Fingerprints (payable on company check to CBI)

Hearing requirements for a New License Applications:

- 1) May not hold a hearing until application has been on file 30 days. If counting the day the application was filed, do not count the day you end up on. (12-47-311)
- 2) Must post premises at least 10 days before hearing can be held. (12-47-311)
- 3) Must publish in local newspaper at least 10 days before hearing. (12-47-311)
- 4) Must give notice to applicant and other interested parties at least 5 days before hearing.
 - Results of investigation by Local Authority, 12-47-312
 - Character of Applicant, 12-47-307
 - Zoning/distance, 12-47-313
 - Reasonable requirements of the neighborhood, 12-47-301 and 12-47-307(3)(a)
 - Desires of the adult inhabitants of the neighborhood, 12-47-301 and 12-47-307(3)(a)
 - Qualifications of the applicant for the proposed business, 12-47-301 and 12-47-307(3)(a)
- 5) Hearing must be held to establish the reasonable requirements of the neighborhood and the applicant's good moral character before license can be issued, 12-47-301 and 12-47-307(3)(a)
- 6) Inspection of the premises prior to issuance of the license

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: *Hankap Flaherty*
Mayor

ATTEST:

[Signature]
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.

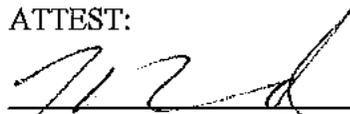
G. Governmental Immunity. The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101,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

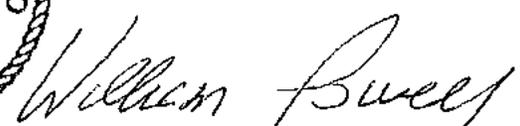
IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

TOWN OF MINTURN, COLORADO

ATTEST:


Jay Brunvand, Town Clerk



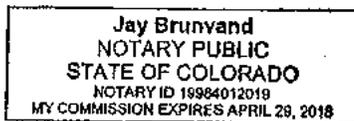

William Powell

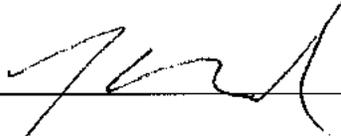
STATE OF COLORADO)
) ss.
COUNTY OF Eagle)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 6 day of January, 2016, by William Powell.

My commission expires: 2/29/18

(SEAL)





Notary Public

ACTION PLAN	responsible party	status
TOP PRIORITIES		
Code Enforcement	Powell	zoning code, nuisance, parking
Provide necessary funding		will be proposed in 2017 budget
Develop enforcement strategies		staff to propose in November
hire enforcement officer		hiring process begins in Fall
Communication Strategies	Council	
Council strategy--concerts, coffees, etc.		
Economic Development Strategies	Metteer, ECAC	
EDAC meeting 8/16 to review plan		Council concurrence, any budget \$
Develop Recreation Plan	Powell, Hawkinson	
Define how plan is formed		Discuss, make decisions during budget
Define public involvement, task force		
Is a consultant hired		
Main Street Pedestrian Planning	Powell	
Final Design		to be submitted 2/7/17
TAP grant		submitted 7/29/16, award 12/16
apply for DOLA grant		Spring or Summer 2017
determine construction schedule		2018 or 2019
Water Rates	Water Comm.	
Water rates to be reviewed 8/17		
Final water rates for 2017 defined in budget		
Zoning Code Update 100 Block	Hawkinson	
PZ and Council action by October		
Zoning Code Update Dowd Junction	Hawkinson	
PZ Council action by November		
Bike Path Minturn to Dowd	Powell, Hawkinson	
Alignment, easements, permits		
Soft Paths	Metteer	
construction to occur Sept. 17		
Speed Limits Main St.		
Does Minturn conduct study and budget		
Governance		
Is this a priority of new Council?		

OTHER PRIORITIES (not in priority order)

1. **Comprehensive Plan Update**
 - Decided not to pursue at this time, but needed in future.
 - Some amendments may be needed for consideration of amended Battle Mountain plan.
2. **Zoning Code, Subdivision and PUD Code Updates**
 - Cross Creek Character area may be of immediate importance.
 - See Dowd use chart amendments needed above.
 - Major code revision needed as time allows.
3. **Parking Plan**
 - What alternatives exist
 - Should a task force be formed of downtown business owners to make recommendations?
4. **Management Succession**
 - Schedule as worksession item in August.
5. **Street Sweeping**
 - Consider upgraded program in 2017 budget.
6. **Affordable Housing**
 - Adopting a comprehensive program for small lot subdivisions likely not worth the effort.
 - Any program for Battle Mountain can be negotiated in an amended Annexation Agreement.
7. **Childcare**
 - Have community dialogue for upgrading Pooh Corner.
8. **Building Code Revision**
 - The Building Official has recommended to not changing codes at this time.
9. **Law Enforcement**
 - No major issues identified.
 - Can a staff employee be deputized for issue parking tickets?
 - If code enforcement funded, increased role for Deputies.