



2016

Minturn Council Meeting

Wednesday September 7, 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 September 7, 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

- Water Discussion – Brunvand
 - Water use comparison Pg 4
 - Water tap fees Pg 6

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 17, 2016 Pg 8

4. **Public comments on items, which are NOT on the agenda (5-minute time limit per person)**
5. **Special Presentations**
 - Committee Reports
 - County Wide Community Climate Action Plan – Armistead Pg 16
 - Council Comments

PUBLIC HEARINGS, DISCUSSION, AND ACTION ITEMS

6. **Discussion/Action Item: Resolution 22 – Series 2016 a Resolution approving a service agreement for Minturn Municipal Court Prosecuting Attorney – Brunvand** Pg 30
7. **Discussion/Action Item: Ordinance 05 – Series 2016 an Ordinance considering Zoning Code Text Amendment – Hawkinson**
 - *NOTE: Staff is requesting a continuance of the Public Hearing to the September 21, 2016 meeting.*

-
8. **Liquor License Authority**
 - Shop & Hop #12 renewal a 3.2% Beer Off Premises Liquor license; 401 Main St.; Terry Marcum, Owner/Manager – Brunvand Pg 43

COUNCIL AND STAFF REPORTS

9. **Town Planner**
10. **Town Manager**
 - Manager’s Report Pg 49
 - Action Report Pg 50
11. **Town Attorney**

EXECUTIVE SESSION

12. **Executive Session: An Executive Session for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) – Battle Mountain Resorts**

FUTURE AGENDA ITEMS

13. Next Meeting – September 21, 2016

14. Future Meetings:

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

15. Set Future Meeting Dates

a) Council Meetings:

- September 21, 2016
- October 5, 2016
- October 19, 2016

16. Other Dates:

17. Adjournment



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

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

MEMORANDUM

TO: Mayor and Town Council
FROM: Jay Brunvand, Treasurer/Clerk
CC:
DATE: Monday, August 29, 2016
RE: Work Session September 7, 2016

At the August 17 Council meeting we discussed water rates for the 2017 budget. The direction from Council was to calculate the water rate based on basic need and special projects. We will do this and present the recommended fees to the Council as the budget season progresses and bring the projected rates back for final approval.

Council requested to review two additional items to include a use comparison showing the effects on the water rates if the monthly water allowance was reduced from 10,000 to either 4,000 or 6,000. Council also requested a comparison of water tap costs for residential and commercial. I have included worksheets on the two requests for discussion during the work session.

Exhibit B - Comparison

OWNER	ADDRESS	SFE	June 2013		2015 COST		CURRENT		2016 COST		2015 COST		2016 COST		2016 RECOM		2016 RECOM	
			Use	2014 COST	(4% INC)	2015 COST	\$50 and \$8/kgal	\$50 and \$9/kgal	\$70 and \$4.53/kgal >2kgal	\$724,000.00	\$78 AND >4000	\$712,000.00	\$733,000.00	\$79 AND >4000	\$741,000.00	\$729,000.00		
Hawkeye Flaherty	160 Main	2.0	22,000	146.46	152.32	155.70	276.00	298.00	221.54	219.42	203.30	221.42	203.30	223.42	205.30			
John Rosenfeld	1041 Main	1.0	3,000	70.50	73.32	73.32	74.00	77.00	74.53	78.00	79.00	79.00	79.00	80.00	80.00			
Aggie Martinez (Sen)	962 Main	1.0	8,000	52.87	54.99	54.99	85.50	91.50	72.89	72.09	66.05	72.84	66.05	73.59	66.80			
Earle Bidez	449 Pine	1.0	19,000	95.07	98.88	114.09	202.00	221.00	147.01	145.95	137.89	146.95	137.89	147.95	138.89			
Darell Wegert	1716 Main	1.0	14,000	81.42	84.68	91.44	162.00	176.00	124.36	103.30	115.24	124.30	115.24	125.30	116.24			
Shelley Bellm	470 Main	1.0	7,000	70.50	73.32	73.32	106.00	113.00	92.65	91.59	83.53	92.59	83.53	93.59	84.53			
George Brodin	273 Boulder	1.0	15,000	84.15	87.52	95.97	170.00	185.00	128.89	127.83	119.77	128.83	119.77	129.83	120.77			
Jerry Bumgarner	612 Main	1.0	3,000	70.50	73.32	73.32	74.00	77.00	74.53	78.00	79.00	79.00	79.00	80.00	80.00			
Saloon	146 N Main	2.6	26,000	226.93	236.00	190.63	338.00	364.00	276.22	273.47	252.51	276.07	252.51	278.67	255.11			
Tuntable	160 RR Ave	26.6	129,000	2,321.65	2,414.48	1,950.31	2,362.00	2,491.00	2,205.37	2,177.18	2,101.40	2,203.78	2,101.40	2,230.38	2,125.00			
Frank Lorenti	1081 Main	2.5	45,000	218.20	226.93	273.90	485.00	530.00	356.20	353.55	333.40	356.05	333.40	358.55	335.90			
Car Wash	457 Main	1.5	13,000	130.92	136.16	109.98	179.00	192.00	150.30	148.71	136.62	150.21	136.62	151.71	138.12			
Tom Sullivan	116 Nelson	1.0	38,000	146.94	152.84	200.16	354.00	392.00	233.08	232.02	223.96	233.02	223.96	234.02	224.96			
Johnies Garden	1923 Main	1.5	23,000	130.92	136.16	146.22	259.00	282.00	195.60	194.01	181.92	195.51	181.92	197.01	183.42			
Tony Aiello	30 Mann	1.0	16,000	76.88	90.36	100.50	178.00	194.00	133.42	132.06	124.30	133.06	124.30	134.06	125.30			
Matt Scherr	501 Main	1.0	4,000	70.50	73.32	73.32	82.00	86.00	79.06	78.00	79.00	79.00	79.00	80.00	80.00			
Joyce Bellm (Sen)	192 Main	1.0	7,000	52.87	54.99	54.99	79.50	84.75	69.49	68.69	62.65	69.44	62.65	70.19	63.40			
MFC (July 2014 w 13 rates)		10.3	36,000	898.98	934.93	755.20	803.00	839.00	790.76	803.40	813.70	813.70	813.70	824.00	824.00			

*All per SFE

*Maintains Grandfathered Senior Discount

* 2014 RATES: Res \$70.50 + \$2.73 >10k gal; comm \$87.28 + \$2.86 > 30k gal

* 2015 RATES: Res \$73.32 + \$2.83 >10k gal; comm \$90.77 + \$2.97 > 30k gal

* 2016 RATES: Res \$73.32 + \$4.53 >10k gal; comm \$73.32 + \$4.53 > 30k gal

* 2016 gross rev is about \$45k less than 2015 due to comm rate change and no res change to off set.

160 comm sfe (approx) x \$20 difference x 12mo = \$35k

Town of Minturn Water Tap Fees

	RESIDENTIAL*	COMMERCIAL						
		3/4"	1"	1 1/2"	2"	3"	4"	6"
MINTURN	9,500.00	10,000.00	17,250.00	38,250.00	68,250.00	152,250.00	270,500.00	609,000.00
ERWSD*	10,590.00	12,099.00	20,972.00	46,783.00	83,080.00	185,819.00	329,901.00	742,883.00
VAIL*	13,350.00	14,305.00	24,795.00	55,311.00	98,224.00	219,336.00	390,037.00	878,298.00

*Based on 3,000sf; \$3.53/sf and \$4.45/sf respectively

CONNECTION FEES - As of January 1, 2016

EAGLE RIVER WATER & SANITATION DISTRICT

CONNECTION FEE	RESIDENTIAL		COMMERCIAL - Based on Meter Size					
	Base Rate Per Square Foot	¾"	1"	1½"	2"	3"	4"	6"
		1.5 SFE	2.6 SFE	5.8 SFE	10.3 SFE	23.0 SFE	40.9 SFE	92.1 SFE
ERWSD-Wastewater	\$3.53	\$12,099	\$20,972	\$46,783	\$83,080	\$185,519	\$329,901	\$742,883
Vail Water Subdistrict	\$4.45	\$14,305	\$24,795	\$55,311	\$98,224	\$219,336	\$390,037	\$878,298
The following Other Connection Fee assessment May also apply:								
ERWSD-Irrigation Water System Impact Fee	\$1.04 per sq. ft. of irrigation	Applies to new multi-family, open areas, new parks and commercial irrigated areas						
ERWSD-Treated Water Storage Fee (Cash-in-lieu)	\$1,225 per SFE	\$1,225 per SFE						



Official Minutes

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

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 – 5:30 – 6:30 pm

- Budget Discussion – Water Rates – Brunvand/Powell/Water Committee

Regular Session – 6:30 pm

1. Call to Order

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

- Roll Call

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

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

- Pledge of Allegiance

2. Approval of Agenda

- Items to be Pulled or Added

Add: An Executive Session to receive legal advice at the end of the meeting.

Motion by Terry A., second by Sage P. to approve the agenda as amended. Motion passed 6-0. Noted Sidney H. was excused absent.

3. Approval of Minutes

- August 3, 2016

Changes: Modify Mr. Sipes comments as discussed.

Motion by John W., second by Sage P., to approve the agenda as amended. Motion passed 6-0. Noted Sidney H. was excused absent.

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

Michelle Metteer, outlined some of the upcoming events of the drive in movies, Thursday concert which will feature Hazel Miller next week, ERFPD open house 11-2, Vail Symposium movie series begins this Saturday, the annual rummage sale this weekend and next weekend, the Minturn Market which will also be adding an additional market on the September 10 and Yoga in the park.

5. Special Presentations

- Committee Reports
 - Boneyard update from George Brodin

Mr. George Brodin, 273 Boulder St., updated on the Boneyard Park. The fence should be started this week and take only a day or so.

- Trail Update – Metteer

Michelle M. reminded all that Friday 9am is the Minturn Mile adopt a Trail clean up. She outlined the program and how it is volunteer rather than USFS cost.

Michelle M. introduced Mr. Bill Hoblitzell, Vail Valley Vail Mountain Bike Association who is assisting on the proposed Minturn Mini Trail project which is an easy loop soft surface trail that begins and ends in the Cemetery Road area. The trail will be taken on and completed using the Vail Resorts Epic Promise Day. This program is a volunteer based community service operation and will work collaboratively with Vail Valley Mountain Bike Association (vmba.org) to build the trail. The volunteer day is Saturday September 17.

Other items discussed by Mr. Hoblitzell included the Cougar Ridge bike/hike trail will be cleaned up on October 1 and 2. This project does require volunteers to sign up at Outdoor Colorado.

Other trails were discussed and updates were given that connect to other soft surface trails to Minturn.

- Council Comments

John W. attended an Eagle Mine meeting today at which the environmental issues were discussed.

Sage P. updated on the EDAC meeting at which Michelle M. presented a draft Econ Dev plan for the Town.

Terry A. noted the school buses will start running tomorrow (08/18/16) for the ensuing school year. She noted the recent and very successful Missoula Children's Theater production of Rumpelstiltskin which was presented at Little Beach Park.

Earle B. Congratulated Bravo Vail on the performance they did at Maloit Park. They had over 1200 attendees.

Matt S. noted the bears are still out and to make sure your trash cans are secured and put away.

PUBLIC HEARINGS, DISCUSSION, AND ACTION ITEMS

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

Janet H. noted this had been posted and published as a Public Hearing but requested this be continued to the next meeting (September 7) to allow the Planning Commission to continue their review.

Public Hearing was opened.

Motion by Terry A., second by Harvey C., to continue the Public Hearing and the Discussion/Action on the Zoning Code Text Amendments to the September 7, 2016 Council Meeting. Motion passed 6-0. Noted Sidney H. was excused absent.

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

Janet H. presented the Planned Unit Development Concept review. Staff is asking Council to review, comment and approve the PUD Concept Plan. Decision is based on if the PUD is consistent with the Community Master Plan and the character area of the town. Janet H. stated 947 Main will be subdivided into separate lots. The concept is to build a \$400-450k price point and includes eleven Duplex homes on the site. The PUD is requested as the

existing code in South Minturn allows up to nine duplexes (18 units) on this size site and a duplex is a Use by Right, the PUD will allow eleven duplexes (22 units) and this plan meets the criterion of a PUD.

Mike S. noted this is being considered at Concept Plan. The council will give feedback. Based on that feedback the developer will potentially move forward with a Preliminary PUD.

Applicant Greg Sparhawk outlined his proposed project. He noted some of the updates he has included based on the discussions with Staff and the Planning Commission. The Planning Commission stated the overall project looked more urban in which all the buildings looked the same. Mr. Sparhawk stated the theme would be consistent but he felt the urban look could be mitigated with differing materials. Based on discussion the single car garage was extended from 19 to 25 feet deep and the driveway could be modified to allow additional parking or a patio. He noted the price point was \$360k to about \$650k and included one, two, and three bedroom units.

Council Comments:

- How does he secure the price point; he is planning at marketing them locally and he feels the first phase will come in at that price.
- All were pleased with the price point, but were concerned with the density of 22 units and the urban uniformity of the project.
- On street parking; parking is required to be on-site not along Hwy 24 and the access road is too narrow for parking. It was unclear if the hammerhead turnaround was required by the Fire District or the Town and would need to be researched by Staff to determine if it could be foregone with a Town Variance.
- The effort to have more units costing less vs. less units costing more was commended. The limited parking as a result of the density was a major concern. Janet H. stated he is meeting the parking code per unit and we do not require guest parking. The parking will be affected by larger work vehicles and recreation vehicles as well. The HOA covenants can help mitigate some of the concerns by requiring owners to keep yards neat and the garages available for parking; however, HOA covenants are enforced by the HOA not by the town. The Parking will be a major factor on this project. It was noted that between official and nonofficial patio parking, they have over 60 parking spaces project wide.
- It was noted the houses could be moved toward the rear lot lines and then allow the access street to be enlarged for parking. The developer is concerned with the shadows cast on the neighbors. The developer stated one of the positive aspects of the project is the abundance of green space.
- Concern was expressed that if the Town would give on the density and the parking what assurances would the developer give to hold cost price point?
- Janet H. recommended short term rental should not be allowed in this development. Willy P. stated this should be in the PUD guide not in the HOA declarations.

Mr. Kelly Toon, 531 Main St, liked the concept and gave ideas on how the urban feel could be softened with minor changes in textures.

Mr. George Brodin, 273 Boulder St, liked the concept and felt the town would normally see only the first two houses not the entire street scape.

Motion by Harvey C., second by Sage P. to approve the Concept Plan amended to include the findings as presented. Motion passed 6-0. Note: Sidney H. was excused absent.

Findings:

- The PUD addresses a community need for more “locals housing”.
- The PUD creates various housing.
- The PUD creates various designs and follows the Minturn design guidelines.
- The PUD needs to address the concerns listed as a result of the comments discussed with Staff, the Planning Commission, and the Town Council as relates to parking, design, density, short term rentals, and snow storage.

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

Willy P. outlined that the Resolution will adopt the proposed contract. The contract is for a REDI grant and is a 50/50 split between the Town and the State. Willy P. noted the exhibits to the contract that tailor it to this specific project. The town’s share of this Project will come from the Enterprise Fund, it will begin on Sept 15 and extend through June 2017 and is to engineer plans for a water line to Dowd Junction.

Discussion ensued as to how the project will take place and what would happen if we did the study but the projects never materialize. Willy P. outlined the possible scenarios.

Motion by Harvey C., second by Terry A., to approve Resolution 21 – Series 2016 A Resolution approving and authorizing the Mayor to sign a Rural Economic Development Grant through the Colorado Dept. of Local Affairs as presented. Motion passed 5-0. Note: Sidney H. was excused absent and Sage P. had stepped out and did not vote.

9. Liquor License Authority

- Vail Symposium request for a Special Event Permit; 801 Cemetery Rd.; Ashley Cawthorn event manager – Brunvand

Convened as the Liquor Authority.

Jay B. outlined the special Event permit and noted for the record the findings. Staff is recommending approval of this permit.

Ms. Ashley Cawthorn was present as the applicant. She outlined the events to be movies in the park on three Saturday evenings; August 20, 27, and September 3. Crazy Mtn Brewery will be providing the beer.

Public Hearing was opened

No comment

Public hearing was closed

Motion by Harvey C., second by Sage P., to approve the Vail Symposium request for a Special Event Permit; 801 Cemetery Rd.; Ashley Cawthorn event manager as presented. Motion passed 6-0. Note: Sidney H. was excused absent.

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

Jay B. outlined the license request. It was noted this is a continued hearing from August 3. The concerns of the hearing were addressed in full and are attached as an exhibit to the minutes. It was noted the staff is recommending approval of this application.

Mr. Ryan Richards, applicant, stated he did contact the tenants that brought opposition to the license. After that meeting Mr. Richards felt the opposition had been mitigated.

No public comment was submitted

Motion by John W., second by Terry A., to approve the Bunkhouse LLC Tavern License, 175 Williams St., Ryan Richards, Owner/Manager as presented with the following conditions. Motion passed 5-1. Note: Sage voted Nay and Sidney H. was excused absent.

CONDITIONS:

COUNCIL AND STAFF REPORTS

10. Town Planner

11. Town Manager

- Manager's Report

- Discussion – Manager’s succession plan

Willy P. stated he had included his contract in the packet as requested by the Council to begin the discussion of Manager Succession as directed from the Council Retreat. Willy P. stated this agreement runs through 12/31/17 and requires a minimum 6mo notice. Willy P. noted he was very satisfied with his agreement and anticipates fulfilling his contract at minimum. It was stated this is not an effort to renegotiate his contract, rather it is to fulfill the request of the council from the retreat.

- Action Report

Willy P. discussed the Action Report and answered questions. Discussion ensued as to the Code Enforcement options.

Discussion ensued on the Communication Strategy. Matt S. stated he thought the phone should be answered and have policy on how fast a message is returned.

Recreation Plan was discussed. Was the need to have a plan or to have options the staff can do to promote our parks, trails, events, etc. The goal was to highlight our recreation amenities not just our events. Council noted a lot of what they thought was needed is long range and would be included in the Master Plan. It was questioned if this was something that would or could be addressed in the next twelve months.

12. Town Council Comments

Remove this and leave it at the top of the agenda.

13. Town Attorney

EXECUTIVE SESSION

14. Exec session to discuss water issues.

Motion by Earle B., second by Harvey C., to go into executive session for a conference with the Town attorney for the purpose of receiving legal advice on a specific legal question under CRS 24-6-402(4)(b) and for the purpose of determining positions relative to matters that may be subject to negotiation, developing strategy for negotiators, and/or instructing negotiators, under CRS 24-6-402(4)(e), related to the topics of Eagle River Properties v. Town of Minturn, Turntable water bill, and Battle Mountain. Motion passed 6-0. Note: Sidney H. was excused absent.

FUTURE AGENDA ITEMS

15. Next Meeting – September 7, 2016

16. Future Meetings:

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

17. Set Future Meeting Dates

- a) Council Meetings:
- September 7, 2016
 - September 21, 2016
 - October 5, 2016

18. Other Dates:

19. Adjournment

In that there was no further business the meeting stood adjourned at 10:59pm.

Matt Scherr, Mayor

ATTEST:

Jay Brunvand, Town Clerk

Climate Action Plan For The Eagle County Community



Community Open Houses

5:00 pm-7:00 pm | Light Snacks Provided

Wednesday, September 14th

Brush Creek Pavilion, Eagle

Monday, September 19th

Grand View, Lionshead Welcome Center, Vail

Thursday, September 22nd

Miller Ranch Community Center, Edwards

Please join us at the community open houses to learn about the draft Climate Action Plan and let your voice be heard!

Please RSVP to cap@walkingmountains.org



walking mountains[®]
science center



To learn more visit www.walkingmountains.org/cap



Climate Action Plan for the Eagle County Community

Update Presentation for Stakeholders

September 2016

Our Mountains and Valleys are at Risk...

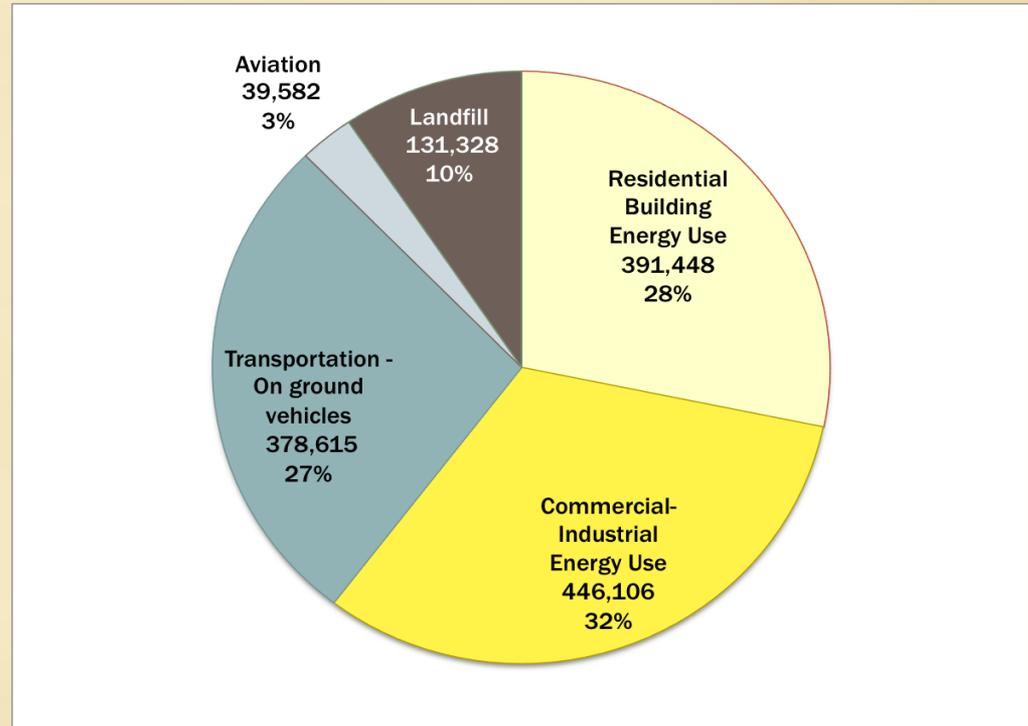
- July 2016 was the hottest month on record for global temperatures
- In Colorado there are now 23 fewer frost free days than before the 1980s
- Scientists predict we'll gain 30 more frost free days by 2060
- Warmer average temperatures are on the rise, summers will be hotter
- Increasing forest insect pests and diseases are changing our forests
- Spring snow packs are declining and less predictable
- There are shifts in timing of peak snow pack and spring runoff
- Scientists predict more extreme events - wildfires, droughts and floods
- Our mountains and valleys, and our community, are at risk

Climate Pollution is Costing Us...

- The Eagle County community spends \$243.5 million annually on fuels and electricity that create polluting greenhouse gases
- This is about \$66,700 spent each day by our community, or about \$5,300 per person annually
- On a per capita basis, the Eagle County community produces 30% more emissions than the U.S. average
- This does not include the costs of climate adaptation—fighting fires, removing beetle-killed trees, and watershed projects to lessen the impacts of drought and flooding
- Cutting our energy use just 10 percent would save our community at least \$24 million each year

Here's where our Climate Pollution comes from:

- Data: Eagle County 2014 greenhouse gas inventory
- Total = 1.4 million tons CO₂ per year
- \$243 million per year spent on fuels and electricity



We Want to Protect Our Community Values

Our Community Health and Well Being - we can help prevent community health threats like increasing insect borne diseases, increasing allergies, smoke waves from wildfires, and other forms of air and water pollution

Our Environment and Recreation – we can help protect the places we like to play, prevent our mountains and valleys from drought and flooding, and support the forests and wildlife that depends on our mountain ecosystem

We Can Lead the Way for our Economy – investing in energy efficiency, solar arrays, electric and hybrid vehicles, smart growth, and creating new green jobs will make us leaders in the coming “post carbon economy”

Goals for the Climate Action Plan for the Eagle County Community:

- Engage community stakeholders
- Set meaningful, achievable greenhouse gas emissions reduction targets for the Eagle County community
- Build on stakeholders' knowledge and commitment to positive change
- Collaborate across towns, businesses, and organizations
- Support other regional and state efforts



Stakeholders

Town of Avon

Town of Gypsum

Town of Eagle

Town of Minturn

Town of Vail

Eagle County

Colorado Mountain
College

Eagle County Schools

Eagle River Water &
Sanitation District

Eagle River Youth
Coalition

East West Destination
Hospitality

Energy Smart Colorado

Ground Up Composting

Holy Cross Energy

Vail Honeywagon

Vail Mountain School

Vail Resorts

Vail Valley Foundation

Vail Valley Medical
Center

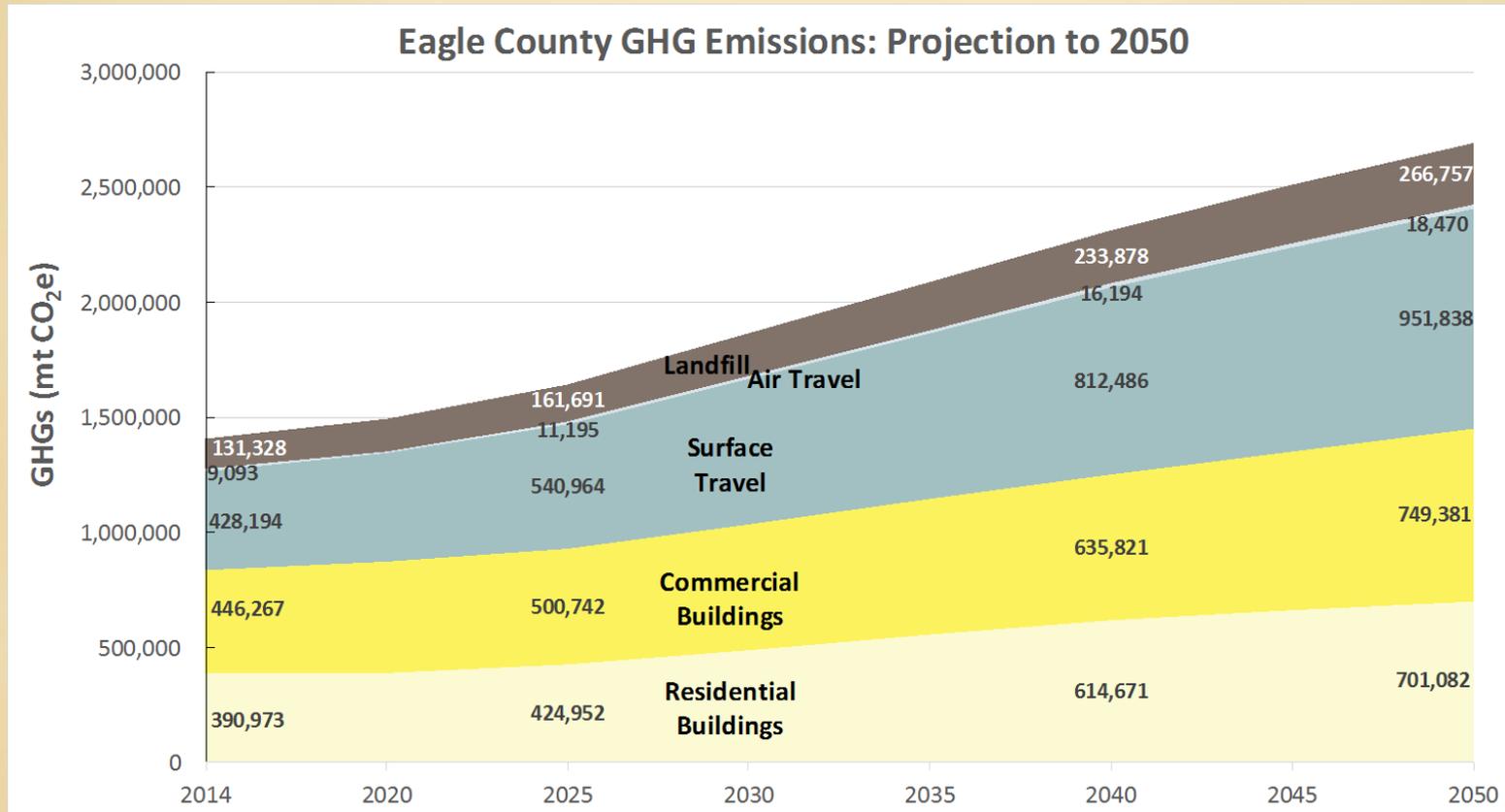
Walking Mountains
Science Center

Stakeholders' "What Success Looks Like"

- Align the plan with community and organizational values
- Set realistic and achievable GHG reduction targets
- Community endorsement, ownership and support of the plan is critical



“Business As Usual” Scenario for Eagle County



Stakeholders Recommend Targets

Reduce GHG emissions % below 2014 Baseline:

- 25% by 2025
- 50% by 2035
- 70% by 2045
- 80% by 2050

(IPCC recommendation)



Stakeholders Recommend Goals by Sector

- **Buildings** – Increase participation in Energy Smart from 7.5% to 50% by 2035
- **Transportation** – Transit oriented development, reduce car use, increase public transit, increase paid parking, increase zero-emissions vehicles
- **Waste Diversion** – Increase recycling, divert 30% of waste at landfill via composting
- **Power Supply** – Support for 50% renewables by 2030 and 100% by 2050
- **Education and Outreach** – Create cross-sector climate education task force, expand Actively Green sustainable business participation



Your input is welcome!



Open House Sessions 5-7 p.m.

- Wednesday Sept. 14 - Brush Creek Pavilion
- Monday Sept. 19 - Grand View, Vail
- Thursday Sept. 22 – Miller Ranch Community Room
- For more information and to give feedback go to: www.walkingmountains.org/cap or email cap@walkingmountains.org



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: Willy Powell, Town Administrator
DATE: Friday, September 02, 2016
RE: Resolution 22 – Series 2016

Background:

Since about 2011 the Town has contracted with Inga Causey to provide service as the Prosecuting Attorney. On July 27, 2016 Ms. Causey tendered her resignation to be effective after the August 9 court. In August we did not have any cases and court was canceled. With that I posted a request for Letters of Interest in the Public Notice boxes, on the Town Website, and in the Vail Daily. Willy and I reviewed each Letter and contacted references as appropriate.

Carlson and Carlson with an office in Frisco has been selected. The Firm has held the municipal prosecutor's contract with the City of Leadville since 2001 and serves as the Municipal Court Judge for Silverthorne/Dillon, Frisco, and Blackhawk.

The proposed agreement has been reviewed and approved by Mike Sawyer. Minturn Municipal Court is held the second Monday of each month with our next court date of September 12, 2016. Under Town Charter Section 6.2 and Minturn Municipal Code Sec. 2-3-130(2) the Town Council has the authority to appoint the Town Attorney and Special Council under the direction of the Town Attorney.

Representatives from Carlson and Carlson will be present at the meeting in the event Council has any questions.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 22 – Series 2016 as presented

RECOMMENDED MOTION:

Motion to approve Resolution 22 – Series 2016 a Resolution approving a Service Contract with Carlson and Carlson for Municipal Court Prosecutor as presented.

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 22 – SERIES 2016**

**A RESOLUTION AUTHORIZING THE MAYOR OF THE
TOWN OF MINTURN TO SIGN A SERVICE CONTRACT
BETWEEN CARLSON AND CARLSON, P.C. AND THE
TOWN OF MINTURN CONTRACTING FOR MINTURN
MUNICIPAL COURT PROSECUTING ATTORNEY
SERVICES**

WHEREAS, The Town of Minturn desires Carlson and Carlson, P.C. to serve as the Minturn Municipal Court Prosecutor as set forth in this Legal Services Agreement (“Agreement”).

**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
7TH day of September, 2016.**

TOWN OF MINTURN

By: _____
Matt Scherr, Mayor

ATTEST:

Jay Brunvand, Town Clerk

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this 7th day of September, 2016 by and between the TOWN OF MINTURN, Colorado, a home rule municipality (“Minturn” or the “Town”), and Carlson and Carlson Attorneys at Law, P.C. (the “Contractor”).

WHEREAS, the Town desires that Contractor perform the services of Municipal Court Prosecutor as an independent contractor, in accordance with the provisions of this Agreement, and more fully described in the job description attached as **Exhibit A**; and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the Parties hereto desire to set forth certain understandings regarding the services in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. **Services.** The Town agrees to retain Contractor to provide the services set forth herein, and as further specified in **Exhibit A**, attached hereto and incorporated herein by reference (“Scope of Services”), and Contractor agrees to so serve. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein. The Town reserves the right to omit any of the Services identified in **Exhibit A** upon written notice to Contractor. In the event of any conflict between this Agreement and **Exhibit A**, the provisions of this Agreement shall prevail. All services shall be performed in a good and workman like manner and in conformance with the standard of care in the industry in Colorado.

2. **Compensation.** The Town agrees to pay Contractor a sum not to exceed two hundred fifty dollars per hour for Mr. Carlson and one hundred eighty-five dollars per hour for Mr. O’Connor Dollars (\$250/\$185), as adjusted to reflect the deletion by the Town of any of the Services set forth in **Exhibit A**. Contractor shall obtain written permission from the Town prior to billing more than ten (10) hours in any given month. The Town shall make payment within thirty (30) days of receipt and approval of invoices submitted by Contractor, which invoices shall be submitted to the Town not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.

3. **Term.** The Term of this Agreement shall be from the date first written above and extend annually unless terminated in accordance with Section 10 of this agreement.

4. **Ownership of Instruments of Service.** The Town acknowledges the Contractor's work product, including electronic files, as instruments of professional service. Nevertheless, the final work product prepared under this Agreement shall become the property of the Town upon completion of the services and payment in full of all monies due to the Contractor.

5. **Monitoring and Evaluation.** The Town reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the Town's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the Town relating to such monitoring and evaluation.

6. **Independent Contractor.** The Parties agree that the Contractor shall be an independent contractor and shall not be an employee, agent, or servant of the Town. **Contractor is not entitled to workers' compensation benefits from the Town and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.**

7. **Insurance Requirements.**

a. **Comprehensive General Liability Insurance / Malpractice Insurance.** Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance / malpractice insurance insuring Contractor against any liability arising out of the performance of the Services with at least one million dollars (\$1,000,000.00) each occurrence. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

b. **Comprehensive Automobile Liability Insurance.** Contractor or Contractor's employee(s) shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring Contractor or Contractor's employee against any liability for personal injury, bodily injury, or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Contractor or Contractor's employee which are used in connection with the Project, with a combined single limit of at least \$100,000 per person and \$300,000 per occurrence. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

c. **Terms of Insurance.**

i. Insurance required by this Agreement shall be with companies qualified to do business in the State of Colorado with a general policyholder's financial rating of not less than A+3A as set forth in the most current edition of "Best's Insurance Reports" and may provide for deductible amounts as Contractor deems reasonable for the Services. No such policies shall be cancelable or subject

Town of Minturn
Professional Services Agreement

to reduction in coverage limits or other modification except after thirty (30) days prior written notice to the Town. Contractor shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal Contractor changes to "occurrence," Contractor shall carry a six (6)-month tail. Contractor shall not do or permit to be done anything that shall invalidate the policies.

ii. The policies described in subparagraphs a. and b. above shall be for the mutual and joint benefit and protection of Contractor and the Town. Such policies shall provide that the Town, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its officers, employees, and agents by reason of negligence of Contractor, its officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage the Town may carry.

d. Workers' Compensation and Other Insurance. During the term of this Agreement, Contractor shall procure and keep in force workers' compensation insurance and all other insurance required by any applicable law. If under Colorado law Contractor is not required to carry workers' compensation insurance, Contractor shall provide the Town an executed Certificate of Exemption From Statutory Workers' Compensation Law and Acknowledgment of Risk/Hold Harmless Agreement, which shall be attached hereto as **Exhibit B** and incorporated herein by this reference.

e. Evidence of Coverage. Before commencing work under this Agreement, Contractor shall furnish to the Town certificates of insurance policies evidencing insurance coverage required by this Agreement. Contractor understands and agrees that the Town shall not be obligated under this Agreement until Contractor furnishes such certificates of insurance.

8. **Indemnification.** Contractor hereby covenants and agrees to indemnify, save, and hold harmless the Town, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission or other tortious conduct of Contractor, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

9. **Termination.**

a. For Convenience. The Town may terminate this Agreement without cause if it determines that such termination is in the Town's best interest. The Town shall effect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least thirty (30) calendar days prior to the effective date of termination. In the event of such termination by the Town, the Town shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be

Town of Minturn
Professional Services Agreement

liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by the Town.

b. For Cause. If, through any cause, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law, and does not commence correction of such nonperformance or violation within seven (7) calendar days of receipt of written notice and diligently complete the correction thereafter, the Town shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Contractor. In the event of such termination by the Town, the Town shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination. Notwithstanding the above, Contractor shall not be relieved of liability to the Town for any damages sustained by the Town by virtue of any breach of this Agreement, and the Town may withhold payment to Contractor for the purposes of setoff until such time as the exact amount of damages due to the Town from Contractor is determined.

c. Payment upon Termination. In the event that this Agreement is terminated, Contractor shall be entitled to payment for its costs and services performed, up through the date of termination, less allowances for services rendered that were negligent or otherwise contrary to this Agreement.

10. Work By Illegal Aliens Prohibited. This paragraph shall apply to all Contractors whose performance of work under this Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work, or information technology services or information technology products and services. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, Contractor warrants, represents, acknowledges, and agrees that:

a. Contractor does not knowingly employ or contract with an illegal alien.

b. Contractor shall not knowingly employ or contract with an illegal alien to perform works or enter into a contract with a subcontractor that fails to verify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

c. Contractor has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the Department of Homeland Security (hereinafter, "E-Verify") in order to verify that Contractor does not employ illegal aliens. If Contractor is not accepted into E-Verify prior to entering into this Agreement, Contractor shall forthwith apply to participate in E-Verify and shall submit to the Town written verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in E-Verify, and shall certify such application to the Town in writing, every three (3) months until

Town of Minturn
Professional Services Agreement

Contractor is accepted or this Agreement is completed, whichever occurs first. This Paragraph 11 shall be null and void if E-Verify is discontinued.

d. Contractor shall not use E-Verify procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:

i. notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

ii. terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.

g. If Contractor violates this Paragraph, the Town may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town arising out of said violation.

11. **Compliance with C.R.S. § 24-76.5-103.**

a. If Contractor is a natural person (*i.e.*, not a corporation, partnership, or other legally-created entity) 18 years of age or older, he/she must do the following:

i. complete the affidavit attached to this Agreement as **Exhibit C**; and

ii. attach a photocopy of the front and back of one of the valid forms of identification noted on **Exhibit C**.

b. If Contractor executes the affidavit stating that he/she is an alien lawfully present in the United States, the Town shall verify his/her lawful presence through the federal systematic alien verification or entitlement program, known as the "SAVE Program," operated by the U.S. Department of Homeland Security or a successor program designated by said department. In the event the Town determines through such verification

process that Contractor is not an alien lawfully present in the United States, the Town shall terminate this Agreement and shall have no further obligation to Contractor hereunder.

12. **Use of Software and other Intellectual Property.** Contractor hereby represents and warrants that it has obtained all necessary rights and licenses to use any software or other intellectual property that may be required by Contractor to perform the Scope of Services. Contractor hereby agrees to indemnify, hold harmless and defend Town against any claim brought against Town for improper use or infringement upon any software or intellectual property interest.

13. **Agreement Subject to Appropriation.** To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the Town, it shall be subject to annual appropriation pursuant to the Town of Silt Municipal Code and Article X, Section 20 of the Colorado Constitution. The Town shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

14. **Responsibilities.** The Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees or subcontractors, to the extent caused by its negligent acts, errors and omissions hereunder, and shall indemnify and hold harmless the Town from any claims or actions brought against Contractor by reason thereof.

15. **Entire Agreement.** This Agreement, **along with any addendums and attachments hereto,** constitutes the entire agreement between the Parties. The provisions of this Agreement may be amended at any time by the mutual consent of both Parties. The Parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

16. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Eagle, State of Colorado.

17. **Governmental Immunity Act.** No term or condition of this Agreement 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, C.R.S. § 24-10-101 *et seq.*

18. **Assignability.** Contractor shall not assign this Agreement without the Town's prior written consent.

19. **Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective heirs, personal representatives, successors, and assigns.

20. **Survival Clause.** The "Indemnification" provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

Town of Minturn
Professional Services Agreement

21. **Severability.** In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

22. **Headings.** Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

23. **Notices.** Written notices required under this Agreement and all other correspondence between the Parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to the Town:	TOWN OF MINTURN Attn: Town Clerk PO Box 309 Minturn, CO 81645
With copy to:	Michael J. Sawyer, Esq. Karp Neu Hanlon, P.C. 201 14 th Street, Suite 200 P. O. Drawer 2030 Glenwood Springs, Colorado 81602
If to Contractor:	Carlson and Carlson, P.C. 975 N Ten Mile Dr, Ste. P.O. Box 1829 Frisco, CO 80443

24. **Authority.** Each person signing this Agreement, **and any addendums or attachments hereto**, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the Party it represents to the terms and conditions hereof.

25. **Attorneys' Fees.** Should this Agreement become the subject of litigation between the Town and Contractor, the prevailing Party shall be entitled to recovery of attorneys' fees and costs. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

EXHIBIT A

SCOPE OF SERVICES

The scope of services requested for this procurement is to provide full range Town Prosecutor service for the Minturn Municipal Court. Town Prosecutor shall be an independent contractor and shall manage and prosecute all criminal cases including but not limited to preparation of pleadings; review of police reports and discovery; pretrial hearings and plea negotiations; research; case preparation for trial; oral and written argument of legal concepts and principals; conduct bench and jury trials, motion hearings and other related trial work as may be required.

EXHIBIT C

AFFIDAVIT PURSUANT TO C.R.S. 24-76.5-103

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

I am a United States citizen, or

I am a Permanent Resident of the United States, or

I am lawfully present in the United States pursuant to Federal law.

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

Signature

Date

INTERNAL USE ONLY

The following documents are acceptable forms of identification:

- Produce:
 - A valid Colorado driver's license or a Colorado identification card issued under article 2 of title 42, C.R.S., unless the applicant holds a license or card issued under part 5 of article 2 of title 42, C.R.S.; or
 - A United States military card or a military dependent's identification card; or
 - A United States Coast Guard Merchant Mariner card; or
 - A Native American tribal document; and
- Execute an affidavit stating:
 - That he or she is a United States citizen or legal permanent resident; or
 - That he or she is otherwise lawfully present in the United States pursuant to federal law.

*A waiver may be available where no identification exists or can be obtained due to a medical condition, homelessness, or insufficient documentation to receive a Colorado I.D. or Driver's License. Contact your department director.

P.O. Box 309 ♦ 302 Pine Street
Minturn, CO 81645
Phone: 970-827-5645
Fax: 970-827-5545
Jay Brunvand, Treasurer/Clerk
Email: treasurer@minturn.org



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

AGENDA ITEM COVER SHEET

AGENDA TITLE: Shop & Hop #12 Annual License Renewal; 401 Main St.; Terry Marcum, Owner/Manager.
MEETING DATE: September 3, 2016
PRESENTER: Brunvand
BACKGROUND: This is an application for an annual renewal of a 3.2% Beer Off Premises liquor license. This applicant was cited for sale of beer to a twenty-one-year-old Liquor Enforcement Division underage purchaser on April 5, 2016. The store was found guilty and sentenced to a 10-day suspension of which 5 days would be held in abeyance for one year. The licensee admitted guilt and instituted training to alleviate the situation. This is the first concern and the first occurrence after several sting operations of which the Shop & Hope was found selling liquor inappropriately. The application has been reviewed and an on-site review of the premises was conducted by the Clerk and no further issues have been found. Staff is recommending approval of this renewal by Council.
CORE ISSUES:
BUDGET/FINANCE IMPLICATIONS: The applicant has paid the required \$56.75.
STAFF RECOMMENDATION/MOTION: “Motion to approve the Shop & Hop #12 annual renewal; 401 Main St.; Terry Marcum, Owner/Manager as presented.”

**RETAIL LIQUOR OR 3.2 BEER
 LICENSE RENEWAL APPLICATION**

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

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

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

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name MARCUM TERRY S		DBA SHOP & HOP #12		
Liquor License # 23312180002	License Type 3.2% Beer Off Premises (city)	Sales Tax License # 23312180002	Expiration Date 11/01/2016	Due Date 09/17/2016
Operating Manager <i>Terry Marcum</i>	Date of Birth <i>8-2-53</i>	Home Address <i>139 N. Penstemon Ave, Eagle, Co. 81631</i>		
Manager Phone Number <i>970 328 3448</i>	Email Address <i>tmarcum.shopnhop@comcast.net</i>			
Street Address 401 MAIN STREET MINTURN CO 81645				Phone Number 9709261240
Mailing Address P O BOX 866 EDWARDS CO 81632-0866				<i>970 8279855</i>

- Do you have legal possession of the premises at the street address above? YES NO
 Is the premises owned or rented? Owned Rented* *If rented, expiration date of lease _____
158. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. YES NO
NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. YES NO
- Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. YES NO
- Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. YES NO
3.2 Beer Shop & Hop #12 Avon #11 Bypass

AFFIRMATION & CONSENT

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

Type or Print Name of Applicant/Authorized Agent of Business <i>Terry Marcum</i>	Title <i>owner</i>
Signature <i>Terry Marcum</i>	Date <i>8-24-16</i>

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

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

Local Licensing Authority For	Date
Signature	Title
	Attest

08/29/2016 10:44 FAX 970 827 5545

Town of Minturn

002

DR 4679 (09/21/06)
COLORADO DEPARTMENT OF REVENUE



AFFIDAVIT - RESTRICTIONS ON PUBLIC BENEFITS

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

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

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-6-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature
Terrance S. Marcin

Date
8/29/16

INSPECTION REPORT		License Number <i>23312180002</i>	Date of Report <i>8/26/16</i>
Name <i>Shop & Home #12</i>		Region	
Trade Name <i>—</i>		Manager <i>Charleen</i>	
Address <i>401 Main St</i>		License Type <i>3.2 2004 off premises</i>	
City <i>Monte Vista</i>	State <i>CO</i>	Zip <i>81645</i>	Telephone

YES	NO	N/A	ITEM	COMMENT
X			Valid State Liquor License posted	
X			Valid State Sales Tax License posted	
X			Valid local license posted	
X			Valid Federal Tax Stamp posted	
X			Valid food service license posted	
X			Minor warning sign posted	
X			Meals or snacks available	
X			Cleanliness is adequate	
X			Books and invoices available	
X			Beer stock acceptable	
		X	Wine stock acceptable	
		X	Liquor stock acceptable	
X			Alcohol purchased from permitted sources	
X			Compliance with gambling restrictions	
X			Manager registered with authorities	
X			Licensee in possession/control of premises	
X			Trade Name properly registered	
X			Compliance with intoxicated sale restrictions	
X			Compliance with sale to minor provisions	
X			Premise physical control adequate	
X			Acceptable dispensing systems	
		X	Off premise storage licensed	
X			Only permitted items sold	
X			Permitted exterior signs/displays	
X			Permitted interior signs/displays	

Other issues:

Investigator Name/Number	Copy of report left with
--------------------------	--------------------------

LIQUOR LICENSE RENEWAL FORM
LOCAL LICENSING AUTHORITY – TOWN OF MINTURN

Name of Establishment: Shop & Sip # 12

Date of Submittal: 8/26/16 License Expires: 11/1/16

Application is a:

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

Scheduled for Council meeting on: 9/13/16

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



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

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

MEMORANDUM

To: Mike Sawyer, Attorney
Phillip Cusick, ECSO/Minturn
CC:
Date: 8/29/16 11:26 AM
RE: Liquor License

Attached please find a copy of the Annual Liquor License Renewal Application for a 3.2% Beer Off Premises Liquor License for the Shop & Hop, Terry Marcum Owner/Manager located at 401 Main St. I have reviewed the application and conducted an onsite inspection which resulted in no issues. Further although I have asked the ECSO to review the application. I am forwarding it on to you for further review and your report.

On April 5, 2016 sold liquor to a twenty-one-year-old Liquor Enforcement Division underage purchaser. As a result of the Dept of Revenue Stipulation, Agreement, and Order Shop N Hop admitted fault and were sentenced to a 10-day suspension of which five days would be served and five days would be held in abeyance for one year. Shop N Hop paid a \$200 fine in lieu of an active suspension. I have attached the Order for your review. As this is a one-time event, they have not been found in other violations in recent history, and they have been very forth coming in the investigation I will be recommending approval to Council.

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

Thanks, jay

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

William Powell
Town Manager



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

Manager Memo September 7, 2016

CDOT Repaving Schedule

CDOT has informed the town the repaving schedule has been pushed back until 2019 because of right-of way acquisition timelines. This has not altered the town's timeline for its engineering and submittals. It is difficult to say at this time whether this will have any effect on our grant application.

TAP Grant Application

The TAP grant application for construction monies was submitted on August 1. We were just informed our application was deemed complete along with 12 others. The total requests are \$10M with approximately \$1,200,000 available for all of Region 3. Eagle County has made Minturn's application their top priority within the county.

Battle Mountain MOU

The town submitted its response to the Battle drafted MOU on Tuesday. Battle has indicated it will have its response on Friday, 8/26. As of the writing of this memo, the response has not been received. When received it will be distributed to the committee and Council.

Meeting with Fire District

Jay and I met with Karl Bauer and Todd Golding regarding the training facility and terms of an IGA. The two sticking points are: length of term and rental fee after full payment of bonds at 30 years. Generally the District seems OK with having a lease term of 50 years, with automatic renewals, unless a party wants to withdraw under certain conditions (yet to be specified). The District does not want to pay any lease amounts after 30 years, even if negotiated at that time. They say they may have to look for a different location. Jay and I reminded them Minturn paid for the fire station here, and now Minturn tax payers are paying for facilities elsewhere.

Willy's Vacation

I will be on vacation from August 29 and returning to work on Sept. 12. Nancy and I are touring Iceland. I will have my iPad and be able to respond to important emails when Wi-Fi is available.

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.