



## **AGENDA**

The agenda is subject to change, including the addition of items 24 hours in advance or the deletion of items at any time. The order and times of agenda items listed are approximate and intended as a guideline for the Town Council.

### **MEETING OF THE MINTURN TOWN COUNCIL**

**Minturn Town Center 302 Pine Street  
Minturn, CO 81645 • (970) 827-5645**

**Wednesday August 4, 2021**

**The public is welcome to join the meeting in person or using the following methods:**

<https://us02web.zoom.us/j/87681422697>

**Or join by phone:**

**US: +1 301 715 8592 or +1 651 372 8299**

**Webinar ID: 876 8142 2697**

**Regular Session – 5:30pm**

**MAYOR – John Widerman  
MAYOR PRO TEM – Earle Bidez**

#### **COUNCIL MEMBERS:**

Terry Armistead  
George Brodin  
Eric Gotthelf  
Gusty Kanakis  
Tom Sullivan

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.

**Regular Session – 5:30pm**

#### **1. Call to Order**

- Roll Call
- Pledge of Allegiance

#### **2. Public comments on items which are ON the consent agenda or are otherwise NOT on the agenda as a public hearing or action item. (5-minute time limit per person)**

### 3. Approval of Consent Agenda (5Min)

*A Consent Agenda is contained in this meeting agenda. The consent agenda is designed to assist making the meeting more efficient. Items left on the Consent Agenda may not be discussed when the Consent Agenda comes before the Council. If any Council member wishes to discuss a Consent Agenda item, please tell me now and I will remove the item from the Consent Agenda and place it in an appropriate place on the meeting agenda so it can be discussed when that item is taken up by the Board. Do any Council members request removal of a Consent Agenda item?*

- July 21, 2021 Meeting Minutes Pg 4
- The Daily Grind Coffee CO INC, dba Vail Mtn Coffee & Tea CO, annual renewal of a Hotel and Restaurant Liquor license; 23698 US Highway 24; Craig Arseneau, Owner/President – Brunvand Pg 43
- Resolution 25 – Series 2021 A Resolution approving the annual contract for sewer service with Eagle River Water and Sanitation District. Pg 46

### 4. Approval of Agenda

- Items to be Pulled or Added
- Declaration of Conflicts of Interest

### 5. Special Presentations

- Eagle County Sheriff's Office Update – ECSO Undersheriff Loya
- Council Comments/Committee Reports (10 min)

## PUBLIC HEARINGS AND/OR ACTION ITEMS

6. **Public Hearing/Action Item:** Ordinance 05 – Series 2021 (First Reading) An Ordinance approving a Franchise Agreement for Holy Cross Electric – Brunvand Pg 55
7. **Public Hearing/Action Item:** Ordinance 06 – Series 2021 (First Reading) An Ordinance repealing sections of the meetings electronic participation policy. Pg 71
8. **Public Hearing/Action Item:** Resolution 27 – Series 2021 A Resolution setting a tiered water rate. - Metteer Pg 74
9. **Public Hearing/Action Item:** Resolution 26 – Series 2021 A Resolution setting outdoor watering restrictions. - Metteer Pg 83

## DISCUSSION AND/OR DIRECTION ITEMS

10. **Discussion/Direction:** Quarterly Update Review – Metteer Pg 88

## COUNCIL INFORMATION / UPDATES

### 11. Staff Updates (5 Min)

- Manager's Report
  - 2022 Preliminary Budget additions Pg 98
- Future Agenda Items Pg 101

## MISCELLANEOUS ITEMS

### 12. Future Meeting Dates

- a) Council Meetings:
- August 18, 2021
  - September 1, 2021
  - September 15, 2021
  - October 6, 2021

### 13. Other Dates:

- Last Summer Market – September 4, 2021

### 14. Adjournment



## OFFICIAL MINUTES

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**Regular Session – 5:30pm**

### **1. Call to Order**

- Roll Call

The meeting was called to order by Mayor John Widerman at 5:33pm using a hybrid in-person and ZOOM on-line meeting format.

Those present include: Mayor John Widerman, Mayor Pro Tem Earle Bidez and Town Council



members Terry Armistead, George Brodin, Eric Gotthelf, Gusty Kanakis, and Tom Sullivan.  
Note: Terry A. was via Zoom remote access.

Staff present: Town Manager Michelle Metteer, Town Planner Madison Harris, Town Attorney Michael Sawyer and Richard Peterson-Cremer, Water Attorney Meghan Winokur, Water Engineer Cristy Radabaugh, and Town Treasurer/Town Clerk Jay Brunvand

- Pledge of Allegiance

**2. Public comments on items which are ON the consent agenda or are otherwise NOT on the agenda as a public hearing or action item. (5-minute time limit per person)**

**3. Approval of Consent Agenda (5Min)**

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- July 7, 2021 Meeting Minutes
- Council Chambers Sound System
- Review: 482 Eagle River St
- Review: Eagle River Enclave

Tom S. requested to pull Council Chambers sound system and place as 8a.

Motion by Gusty K., second by George B., to approve the Consent Agenda of July 21, 2021 as amended. Motion passed 7-0.

**4. Approval of Agenda**

- Items to be Pulled or Added

Michelle M. requested to move ERWSD presentation prior to the Whitney Creek presentation.

Motion by George/Tom S. to approve the agenda of July 21, 2021 as amended. Motion passed 7-0.

- Declaration of Conflicts of Interest

**5. Liquor License**

- New Hotel and Restaurant License application: Agaves Mexican Bar & Grill LLC, 160 Railroad Ave, Juan Estrada and Johana Trigueros Owner/Manager – Brunvand

Jay B. presented the application for Council's review and summarized below:

1. The neighborhood for the application has been established by historical practice 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:
  - The current use of this premise is that of a retail restaurant/bar but is currently closed and not in operation. The applicant intends to reopen the restaurant and bar in a use by right zone to sell a full restaurant and full strength spirits, wine and beer by single serving for consumption on premises.
  - The granting of this license meets the desires of the adult inhabitants of the town as evidence that the Town has not received any remonstrances verbally or written. The applicant has been requested to circulate a petition further proving the desires of the adult citizens but said petition has not been received by the Clerk's office as of our packet deadline.
  - The application has been previously reviewed by the Planner over the years as both a restaurant and motel and was found:
    - i. To meet the needs of the Town of Minturn Zoning as reviewed. The Planner has confirmed that parking be provided of the scale of one parking space per six seats in the restaurant pursuant to MMC 16-16-30. The address has been reviewed and it has plenty of serviceable parking spaces to continue this additional use.
    - ii. 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.
2. That the application was filed on June 16, 2021 in the Town Clerk/Treasurer's office and a public hearing has been scheduled for Wednesday July 21, 2021. In accordance with C.R.S. 44-3-311(1) the Town must hold the application for not less than 30 days; this hearing date represents 36 days.
3. The liquor license applied for is for that of a Hotel and Restaurant Liquor License as defined by the State of Colorado and that the type of Liquor License is appropriate for the needs and desires of the applicant.
4. That the Notice of Public Hearing on this matter was posted on the premises by the Town Treasurer on June 21, 2021 at least 30 days prior to the hearing, and that the publication of the hearing was published in a newspaper of general circulation on July 1, 2021 at least 10 days prior to the Public Hearing.
5. That from the evidence submitted the applicant is sub-leasing the premises where the proposed liquor license is proposed from Railroad Rocks, LLC, and that Railroad Rocks, LLC is the lawful lease holder of the premises from the Union Pacific Railroad, owner of the premises, and is authorized to sublease. Further, the premise lease exceeds the term of the proposed license as required by Colorado State Law.

6. That pursuant to C.R.S. 44-3-313(1)(d) – Restrictions for applications for new license, the building where the applicant proposes selling liquor is not within 500 feet from any public or parochial school or the principal campus of any college, university or seminary.
7. Fingerprints of the applicant(s) holding 10% or more ownership have been taken and sent to the Colorado Bureau of Investigation. No issues were found that would affect the character of the applicants.
8. That Minturn Police/ECSO has conducted a background investigation on Mr. Juan Estrada and Ms. Johana Trigueros, the owners of Agaves Mexican Bar and Grill llc. 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:
  - It is recommended at 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.
  - the Liquor Authority emphasize the requirement of operating an orderly establishment.
  - The public hearing on this application will be held on Wednesday, July 21, 2021 at 5:30pm 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.

Applicant Johanna Trigueros presented a petition of customers in support of the approval of the liquor license (after the meeting) demonstrating the needs of the neighborhood and stood for questions from the Council.

Public Hearing opened  
No Public Comment  
Public Hearing Closed

Motion by Earle B., second by Gusty K., to approve the proposed Hotel and Restaurant Liquor License application for Agaves Mexican Bar and Grill llc, 160 Railroad Ave as presented Motion passed 7-0 with the following conditions:

- The Notice of Public Hearing on this matter was posted on the premises by the Town Treasurer June 21, 2021 at least 30 days prior to the hearing, and the publication for the hearing was published in a newspaper of general circulation on July 1, 2021 at least 10 days prior to the Public Hearing.
- That the selling liquor in the manner currently proposed in the application is not in violation of the Minturn Municipal Code.
- 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 is not within 500 feet from any public or parochial school or principal campus of any college, university, or seminary.

- That Minturn Police Dept/ECSO and the Colorado Bureau of Investigation have conducted background investigations on the listed owner(s). These investigations were 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 Local Liquor Authority has duly emphasized the requirement of operating an orderly establishment as related to noise and or live entertainment and the wellbeing of the neighborhood.
  - Staff recommends the establishment maintain server training certification on all servers.

## 6. Special Presentations

- Eagle River Water Resources Master Plan – ERWSD (30 min)

Ms. Lynn Brooks, ERWSD Gen Manager, presented the Master Plan. The Master Plan sets forth goals and objectives for future water needs through 2050 and includes necessary storage capacity and water rights acquisition as well as how best to manage system and customer efficiencies and conservation.

George B. asked of percentages vs actual water. It was clarified that the water and waste water plants have sufficient capacity, the District is concerned with water supply as that does need to be increased.

John W. asked what other restrictions will be required. Conservation effort and comprehensive review of new development. Developers will need to submit efficiency plans prior to approval for example. The growth of the capacity is tied to development, the more mindful of efficiencies the longer the water supply will last. This will also involve limiting existing use by education and requirements on conservation by reviewing existing landscaping.

Tom S. asked about the sale of Bolts Lake without Minturn's approval and the existing agreements and how this might conflict. Ms. Brooks noted ongoing meetings are trying to resolve this. Meghan W. stated the obligations and commitments made by Battle Mtn are being evaluated but that information is not yet available.

Michelle M. asked about the tiered system for water use. Discussion ensued.

- Whitney Creek Reservoir Update – Wilderness Workshop, Erin Riccio (30 min)

Michelle M. introduced Ms. Erin Riccio and Ms. Hanna Creese stated Wilderness Workshop (WW) is a public advocate for expanding wilderness for public enjoyment of the White River Forest and they spoke against the proposed Homestake 2 project. Ms. Riccio outlined how the work has grown from volunteer to a staff of 10. Homestake 1 has been built and it is diverted to the front range. Homestake 2 was proposed several years ago to divert up to 20k acre feet.

Ms. Hanna Creese spoke stating how this proposal and the included pump-back system would negatively affect the area creeks and potentially the Eagle River water supply as well.

George B. noted how the existing diversion works for Homestake 1, he asked if that diversion would affect the Cross Creek water; the map submitted is very general so the information is incomplete to judge the true affects, however, as the Eagle River water source is affected so too will the associated tributaries to the Eagle River and Cross Creek is a larger tributary above the Gore/Eagle confluence.

John W. asked if they had presented to NWCCOG QQ, not as yet. He noted it has been discussed and that it would take a lot of organizations to stop the project and that they would be a good source. These are large front range cities that are operating the Homestake 1 and proposed 2 reservoirs.

Earle B. asked how long after the test sites would the data be available, it is uncertain but those for the proposal are anxious to move forward.

- Council Comments/Committee Reports (10 min)

Eric G. attended the Climate Action Collaborative meeting and updated. He attended the Eagle County affordable housing authority meeting and updated.

Gusty K. met with ERWSD to visit the tank site in Avon. He stated this is a new tank and it was good to see how our tank build project might benefit.

Terry A. updated on the Thursday concert this week.

Michelle M. noted the Market is going strong, they have fresh peaches available and they are fantastic.

## PUBLIC HEARINGS AND/OR ACTION ITEMS

- 7. Public Hearing/Action Item:** Resolution 24 – Series 2021 a Resolution making appointments to the Eagle County Transit Regional Authority – Metteer/Brunvand (5 min)

John W. stated he is the current Member outlined the Resolution that we are looking for appointments to the ECTRA. Due to his work commitments, he is unable to continue as the appointment.

Tom S. volunteered and George B. said he would be happy to continue as alternate.

Motion by Gusty K., second by Eric G., to approve Resolution 24 – Series 2021 a Resolution appointing Tom S. as Member and George B. as Alternate Member to the ETCRA Board as representatives for the Minturn Town Council. Motion Passed 7-0.

## DISCUSSION AND/OR DIRECTION ITEMS

### **8. Discussion/Direction:** Minturn Water Update – Metteer/Winokur/Radabaugh (60 min)

Michelle M., Christy R., and Megan W. presented the update. This presentation is included with these minutes.

Michelle M. noted the previous discussions of Leak Detection, Well 4 pipe line, water meter replacement, water tanks and water treatment plant. The water sources, water court, augmentation, timing and costs will now be reviewed.

Meghan W. noted that direction was given at the July 7<sup>th</sup> meeting to use outside council to review all BMR agreements. This will not be discussed tonight but steps that should be taken regardless of the agreements being reviewed.

Christy R. stated the supply plan will give planning criteria, physical limitations, augmentation requirements, and project recommendations. She gave a background of how water rights administration is handled both intra- and inter-state. She then discussed how augmentation effects the water rights and how a newer water right can replace water downstream in order to take water up stream. Christy R. stated we have senior water rights in the system ditch, and two wells. We then have junior water rights that include the municipal diversion, and other sources. Christy R. reviewed a decision tree that reflects the need to diversify our water supply due to the physical limitations of Cross Creek causing us to use up our senior rights and then move to the junior rights that require augmentation at some times during the year. She stated we have augmentation on the Eagle river and Colorado river but we do not have any augmentation on Cross Creek, our primary supply. Water loss was reviewed, over the past decade we have been as high as 70% and as low as 5%. Over the last two years the Town has focused on water loss and unaccounted water use and currently are under 20%, our goal is to sustain 20% loss or less and for the most part are achieving this goal.

Christy R. and Meghan W. reviewed the senior water rights limitations that include seasonal diversion, wells limited to 80gpm, place of use restrictions, and consumptive use limits. The water rights settlement of 1998 includes these limitations as well as other more recent settlements.

Christy R. noted the consumptive use (CU) and how indoor water use is 5% consumptive, and outdoor water use is 85% consumptive because it does not make it back to the source where indoor use pipes it back to the source. She stated over the past 10 years we have come very close to hitting our CU limitations. This is normally during the May, June, and September months. Ways to reduce our augmentation needs is to reduce the outdoor use by restrictions and better water efficiency. She stated there are more water users on the river which will increase calls on the river(s).

Christy R. noted some of the local augmentation supply options include Bolts Lake release in to Cross Creek, pumpback from the Eagle River, on the Eagle River we could contract supply with a cross connect, Bolts Lake release, and pumpback from Dowd Jct. and potential ERWSD

augmentation supply. Minturn has received information in the recent past for secondary water source needs. This would include source redundancy. A second water source would assist with redundancy in the event the primary source, Cross Creek, is exhausted or further limited.

The initial conclusions are to continue to move forward with Eagle River water supply development, consider outdoor watering restrictions and associated plans, and to obtain additional augmentation supplies.

Tom S. asked if the wells 3 & 4 are senior or junior rights; Christy R. considers them senior with limitations.

Earle B. asked about seasonal consumptive use, she stated that the assumption is less water is used outdoors in the 1<sup>st</sup> quarter due to weather, she also stated it is accurate because we don't have a high unoccupied home factor. Discussion ensued as to how valid the assumptions are.

Gusty K. asked if we could purchase more augmentation water; potentially based on availability and it is expensive. Meghan W. noted augmentation limitations are very structured. It was discussed that future augmentation on the Eagle would not help us in the Cross Creek diversion matters. It was noted the Bolts Lake development is ten years out and its development is not in Minturn's hands. Because Minturn takes water from Cross Creek and cannot augment on Cross Creek it does have a potential problem with future development.

Terry A. asked how the known near future developments will play in to the issues, we need growth to pay for the needs of the future. We do need to consider how the water rates will be affected.

**8a) Discussion of Council sound system:**

Tom S. was concerned with the price when our existing system is still in working order. Discussion ensued as to the needs.

Motion by George B., second by Eric G., to approve the sound system as presented in Option 2. Motion passed 6-1. Note: Tom S. voted nay.

**EXECUTIVE SESSION**

- 9. Executive Session:** An Executive Session to conference with the Town attorney for the purpose of consulting with the Town Attorney(s) under CRS 24-6-402(4)(b) and for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under CRS 24-6-402(4)(e) – Water Supply

Motion by Gusty K., second by Tom S., to convene in executive session for the purpose of consulting with the Town Attorney(s) under CRS 24-6-402(4)(b) and for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under CRS 24-6-402(4)(e) – Water Supply. Those

included in the Exec Session were the Council Present, Town Manager Michelle M., Town Attorneys Michael S. and Meghan W., and Town Water Engineer Christy R, Motion passed 7-0.

Direction given as a result of the Executive Session: staff to submit a water court application for a surface diversion water right at the confluence of the Cross Creek and Eagle Rivers, seek sample water restriction plans for consideration, review and provide water rate tier/increase structure and to provide estimated costs for next steps in the investigation work of the Eagle River wellfield.

## COUNCIL INFORMATION / UPDATES

### 10. Staff Updates (5 Min)

- Manager's Report

#### **Secondary Legal Review of Battle Mountain Development Agreements**

We have secured the services of Geoff Anderson of Anderson Notarianni McMahon LLC for the review of prior Battle Mountain Development legal agreements. We expect this review to be complete by mid to late September. Mr. Anderson's CV is included for reference of his experience in this field.

#### **Recycling Resources Economic Opportunity Program – Grant Application Submitted**

The Recycling Resources Economic Opportunity (RREO) Program provides funding that promotes economic development through the management of materials that would otherwise be landfilled. Funds are available to support recycling, composting, anaerobic digestion, source reduction, and beneficial use/reuse. Grants and rebates are overseen by the Pollution Prevention Advisory Board and its corresponding Assistance Committee.

Minturn has applied for a total replacement of all public trash receptacles to replace with a dual recycle/trash bearproof receptacles. Cindy expects to hear the results of the application late this fall.

#### **Restart Destinations Grant Application – AWARDED!**

Minturn and Red Cliff submitted a joint application for the Restart program. Cindy Krieg will be the lead on this project. The Restart Destinations program supports Colorado tourism destinations to drive faster recovery as they emerge from the COVID-19 pandemic.

Awarded destinations will receive:

- a full-day recovery workshop to convene local tourism stakeholders, prioritize recommendations from the Roadmap to Recovery to drive faster recovery, and develop a recovery action plan
- 75 hours of customized technical assistance to implement priority tactics within the destination's recovery action plan
- \$10,000 in Colorado Tourism Office marketing support (no match required)



### **RAISE Grant Application Submitted**

The RAISE grant application was submitted yesterday afternoon. Many organizations supported Minturn's application including the Director of CDOT, VVMTA, Eagle River Watershed Council, ECO Transit, Vail Valley Partnership, Climate Action Collaborative, Eagle County School District, the Minturn Community Fund and the Eagle County Sheriff's Office.

### **Water Treatment Plant – State Revolving Fund Loan Application**

The application for a \$3M loan toward two cement water tanks has been submitted. Jay and I are now working with Colorado Water Resources and Power Development Authority in preparation of the Authority Board approval in August. This is looking to be a 20-year loan at 2.25% interest.

### **Bolts Ditch Headgate USFS Permit**

We continue to move through the USFS 299-Permitting process for the Bolts Ditch Headgate. As a reminder, congress has approved use of this headgate however the USFS is still requiring a complete 299-Permit application which includes several studies. Currently the ecological study from the headgate to the Wilderness boundary is underway.

### **Minturn Market**

The Minturn Market is up and running. Because we didn't know what covid restrictions would or would not look like until mid-May, we planned on maintaining a downsized market for the season. Cindy is actively accepting additional applications which are being reviewed on a case-by-case basis. By next summer we hope to have a full food area back along with seating, umbrellas for shade and music.

### **Minturn Bike Park Pavilion**

Minturn has received approval from CDOT to utilize approximately \$20k(ish) in funds from the recent \$50,000 Revitalizing Main St grant award toward the installation of a pavilion at the Minturn Bike Park. We're now getting the volunteer engineer from Zehren to connect with the pavilion manufacturer to confirm the product Minturn orders will be in compliance with wind and snow loads. VVMTA is also cross checking with Gallegos Corp to ensure the integrity of the pavers are not compromised when the pavilion is installed. We're hoping for an installation by sometime this fall.

### **Minturn Fitness Center**

Minturn staff has been working with SSCV staff to identify to ability to implement a key fob system at the Minturn Fitness Center for use by the public membership. This would allow the MFC to extend the morning and evening open gym times to better accommodate the schedules for members needing shoulder-time use. Cindy has confirmed key fob system costs, security system costs and annual maintenance. SSCV has confirmed there is no initial increase to the insurance. We are hopeful to have MFC Board approval and installation by the fall is all goes as planned.

### **EV Charging Station – Town Hall/Post Office Location**

The Town Hall EV charging station is now operational!

### **Department of Local Affairs – EIAF Grant Award (Community Plan Update)**

Contracts for the Community Plan update grant have now been fully executed and Minturn is approved for retaining a firm or team of firms for the process of updating the Community Plan.

The ad hoc committee is submitting individual reviews of each proposal this week and interviews should be starting by the middle to end of next week.

### **Code Compliance**

ACE Security has been secured for the enforcement of MMC Chapters 7 & 8. As Council has directed in the past, the team will begin with educational efforts and if efforts to reach compliance are not achieved cooperatively then the team will move toward the issuance of tickets and fines. It is always best to achieve compliance through cooperation so although there are inevitably folks who don't follow the rules, we will remain hopeful for everyone's cooperation.

Note: Terry A. excused herself from the meeting at 10:43pm.

- Future Agenda Items

## **MISCELLANEOUS ITEMS**

### **11. Future Meeting Dates**

- a) Council Meetings:
- August 4, 2021
  - August 18, 2021
  - September 1, 2021
  - September 15, 2021

### **12. Other Dates:**

- 

### **13. Adjournment**

Motion by George B., second by Earle B., to adjourn at 10:45pm. Motion passed 6-0. Note: Terry A. excused absent.

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John Wideman, Mayor

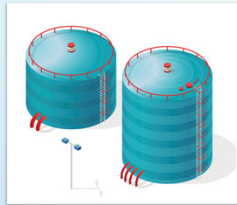
ATTEST:

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Jay Brunvand, Town Clerk

# WATER UPDATE

JULY 7<sup>TH</sup> RECAP



## Capital Improvement Plan

- Leak Detection System
- Well 4 Pipeline
- Water Meter Replacement Program
- Water Tanks
- Water Treatment Plant



## Water Source

- Eagle River Decreed Wellfield
- Recommendation to drill test wells
- Estimated timeline and cost



# WATER UPDATE PART II

JULY 21, 2021



Water Source



Water Court



Augmentation



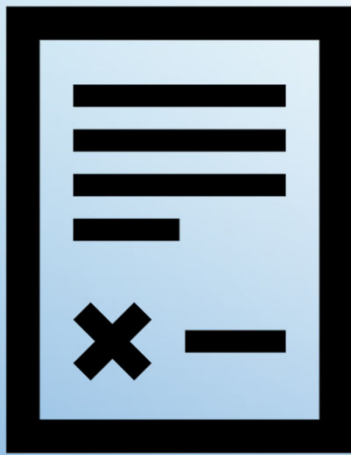
Timing



Cost

# IT'S A FLUID SITUATION

## OUTSIDE IMPACTS



### JULY 7<sup>TH</sup> COUNCIL DIRECTION

- Town seeking Secondary Legal Review and opinion for Battle Mountain Agmts
- July 21 discussion will solely focus on factors affecting Minturn water supply and recommended action steps regardless of outside impacts

# WATER SUPPLY PLAN UPDATE

## WHY THIS PLAN IS NECESSARY



### REASONS FOR THE SUPPLY PLAN

- Planning Criteria
- Physical and Legal Water Supplies
  - Limitations
  - Augmentation Requirements
  - Secondary Water Source
- Projects Recommendations

# OVERVIEW OF SOME WATER RIGHTS CONCEPTS

WATER PRESENTATION

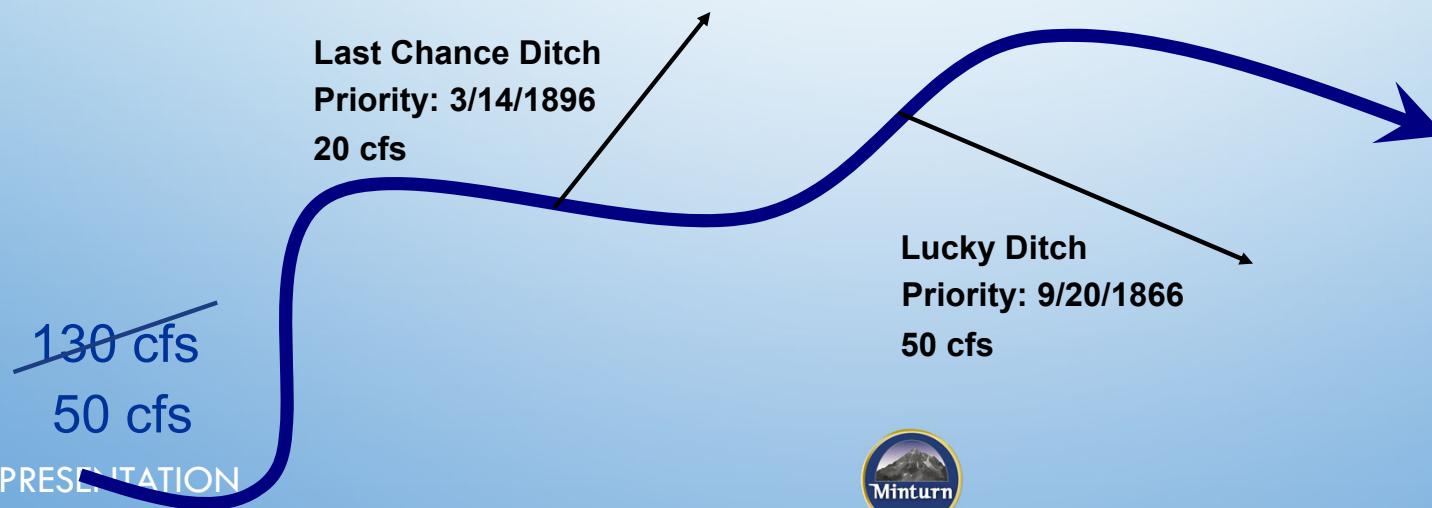


TOWN OF MINTURN

# WATER RIGHTS ADMINISTRATION

## IF SENIOR WATER RIGHT IS NOT GETTING ENOUGH WATER

1. WATER RIGHT OWNER NOTIFIES DIVISION OF WATER RESOURCES (WATER COMMISSIONER)
2. WATER COMMISSIONER PLACES A “CALL” ON THE RIVER
3. ALL UPSTREAM JUNIOR WATER RIGHTS USERS CURTAIL DIVERSIONS OR REPLACE TO OFFSET THE IMPACTS OF THEIR USE



WATER PRESENTATION



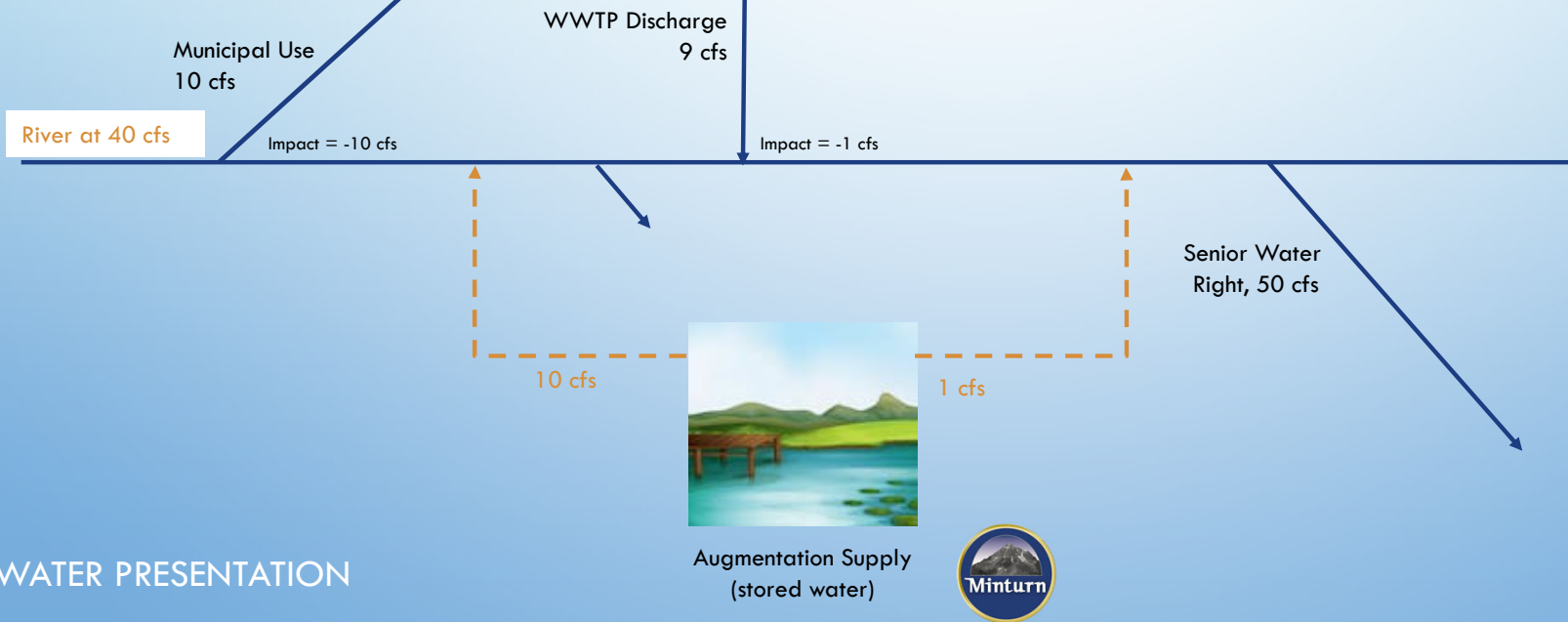
TOWN OF MINTURN



# AUGMENTATION PLAN OPERATION



- Allows water use when out of priority
- Must offset impact to senior water right
- Decreed in water court



# MINTURN WATER RIGHTS SUMMARY

## SENIOR WATER RIGHTS

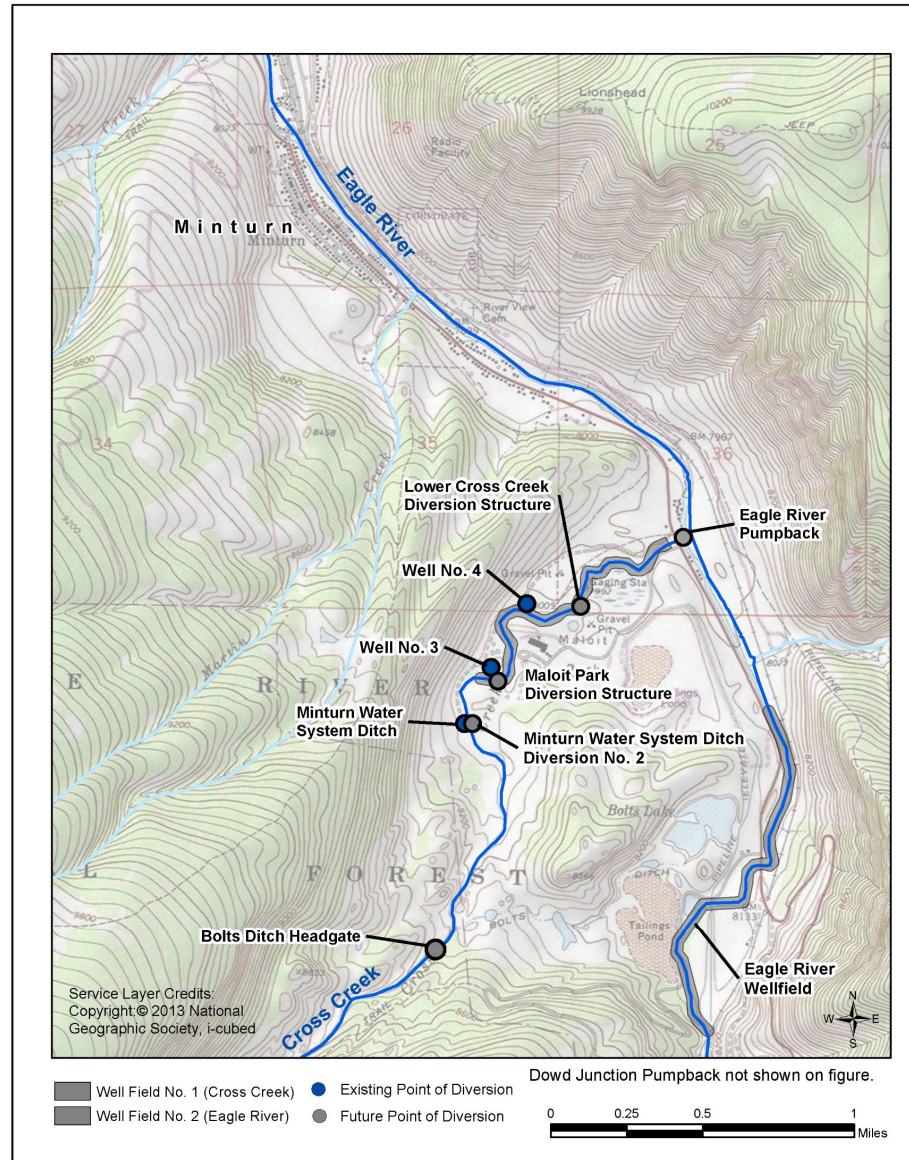
- MINTURN WATER SYSTEM DITCH
- MINTURN WELL NO. 1
- MINTURN WELL NO. 2

## JUNIOR WATER RIGHTS

- MINTURN MUNICIPAL DIVERSION
- EAGLE RIVER WELL FIELD
- CROSS CREEK WELL FIELD
- BOLTS LAKE STORAGE RIGHT
- TWO PUMPBACK OR RECIRCULATION RIGHTS

# POINTS OF DIVERSION

WATER PRESENTATION



TOWN OF MINTURN

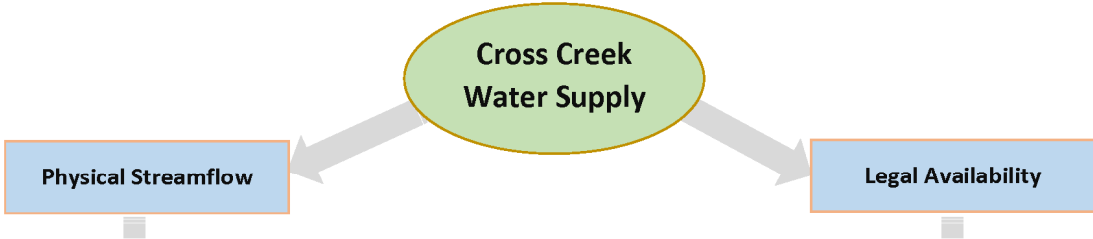
# EVALUATION OF WATER SUPPLY

WATER PRESENTATION

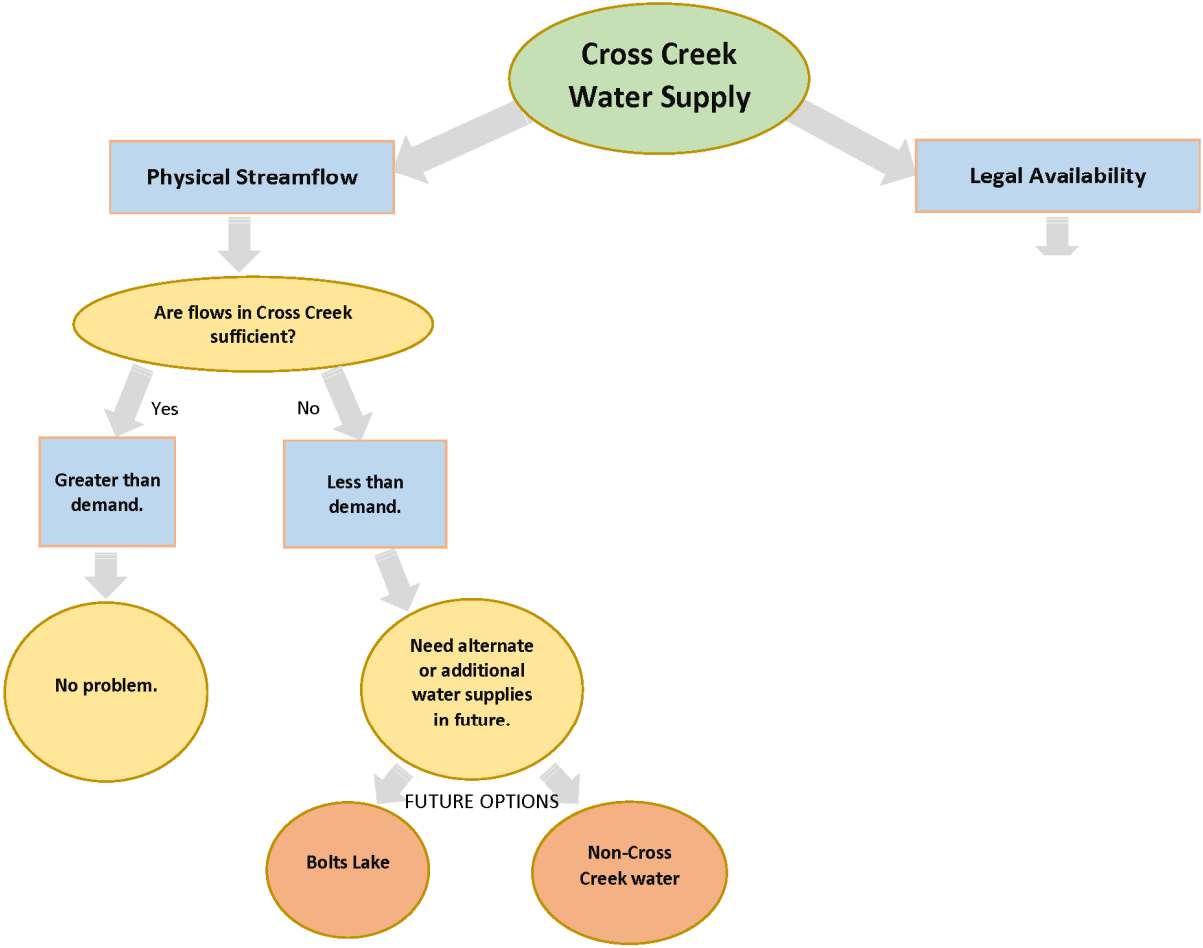


TOWN OF MINTURN

# MINTURN WATER DECISION TREE

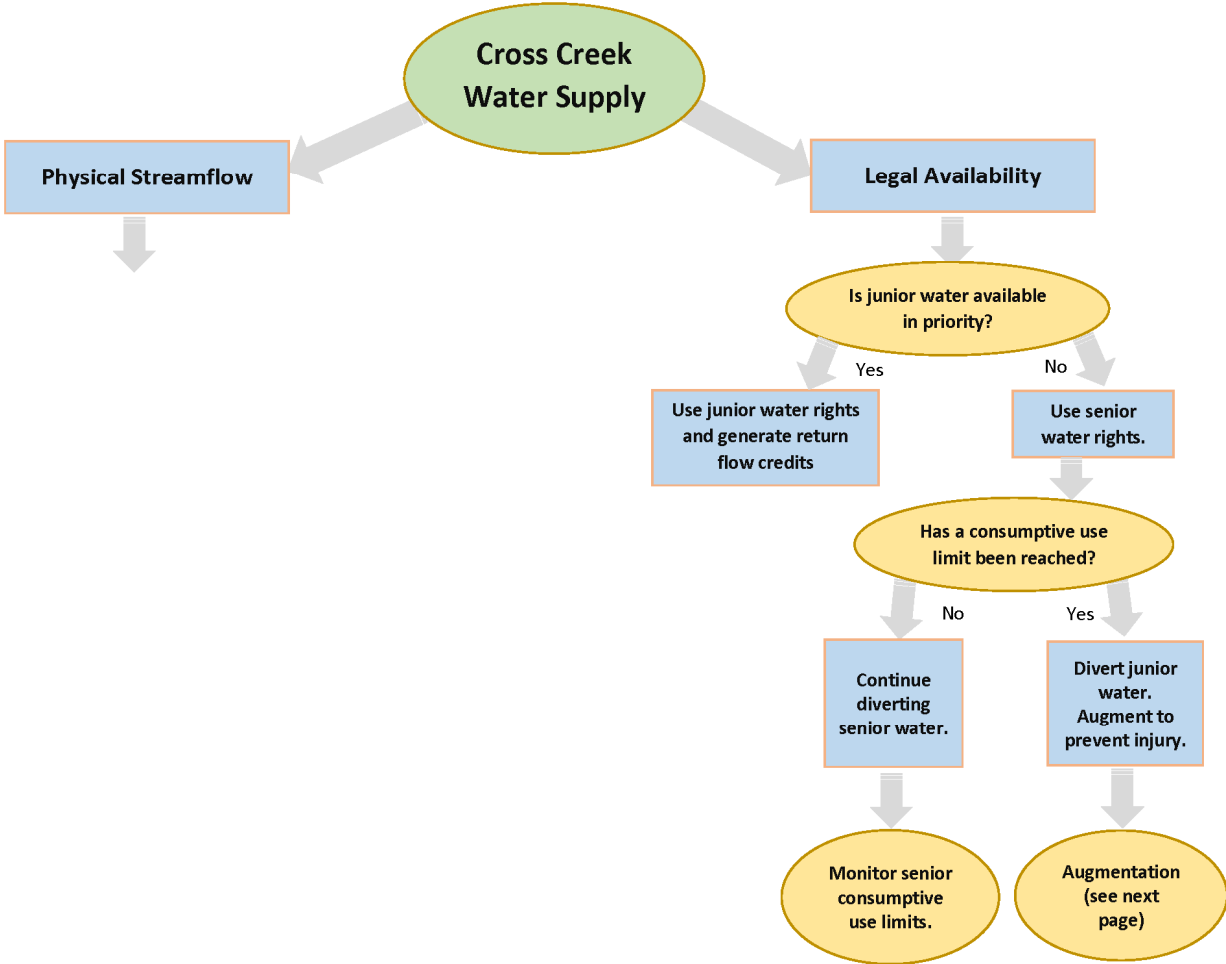


# MINTURN WATER DECISION TREE

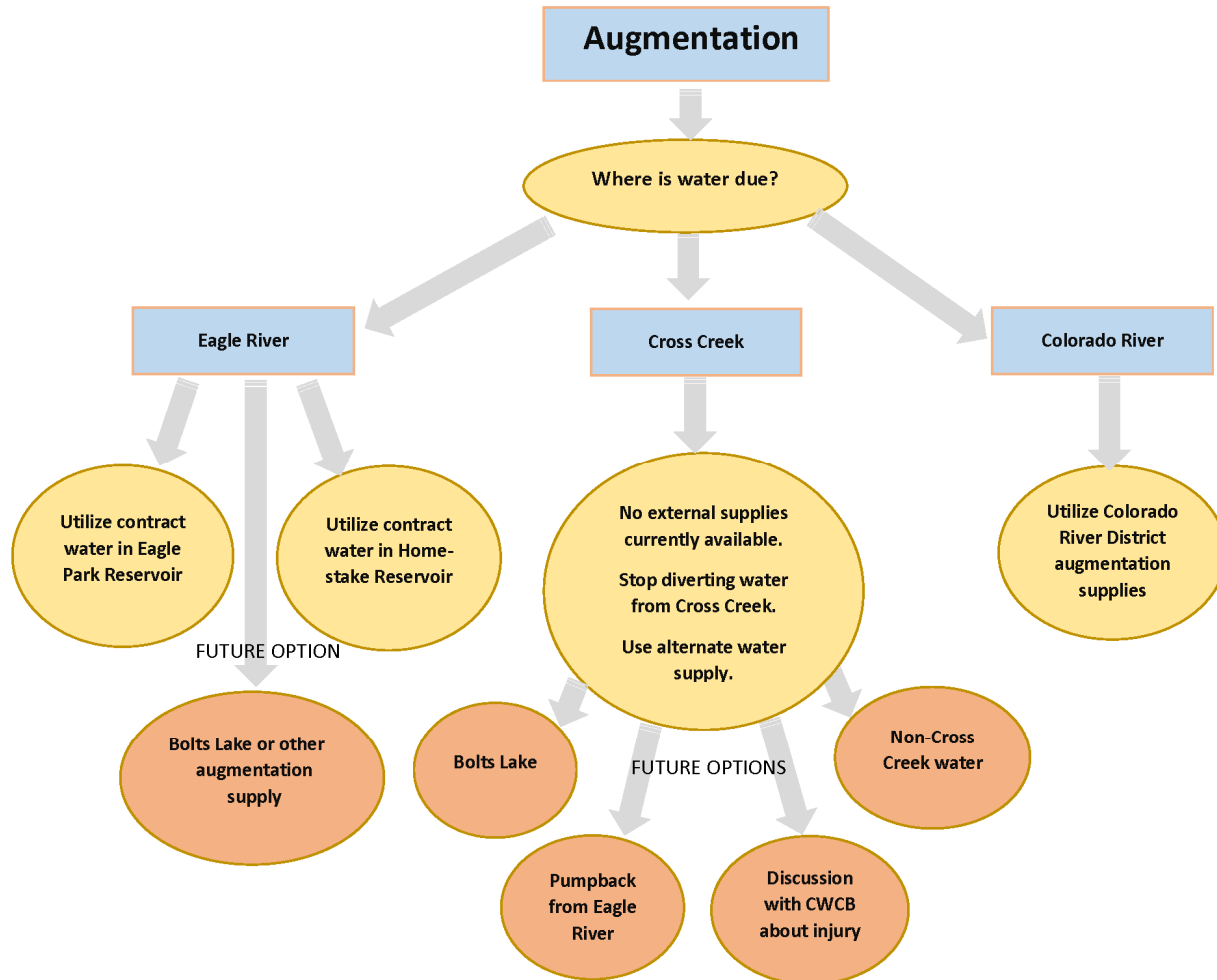




# MINTURN WATER DECISION TREE



# MINTURN WATER DECISION TREE



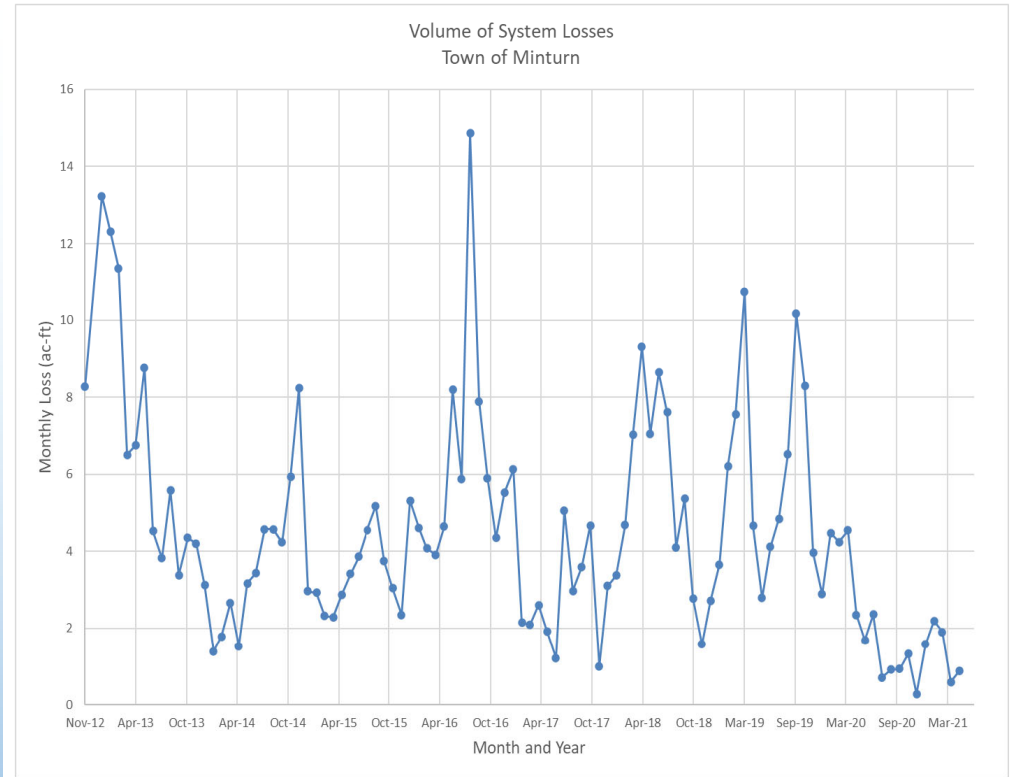
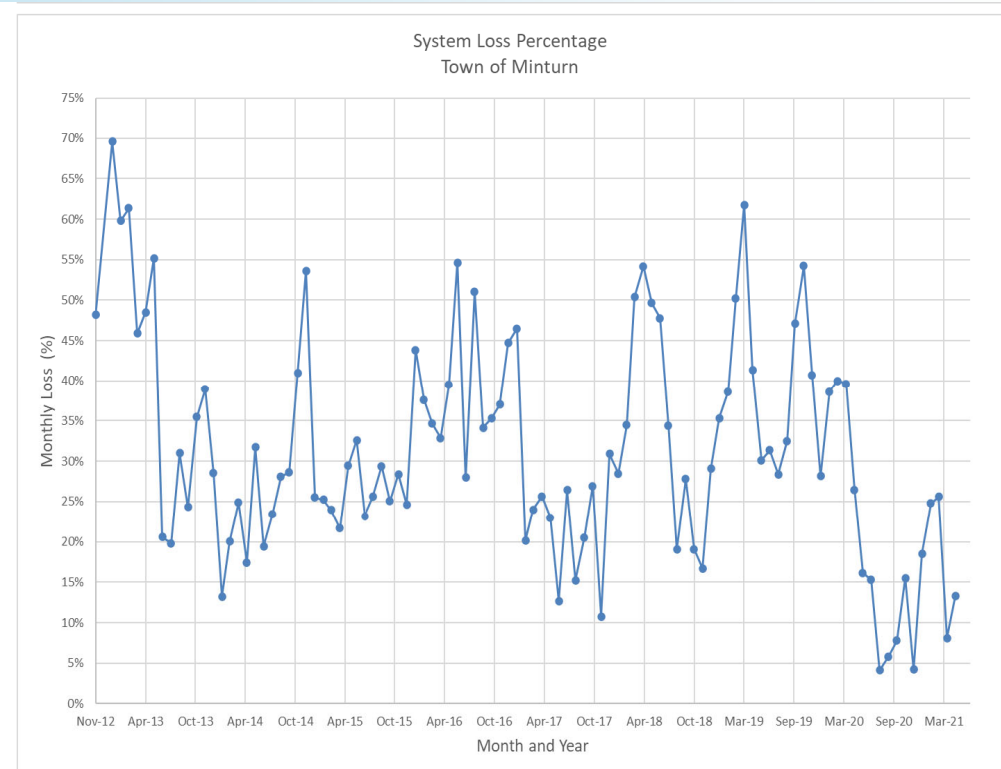


# PHYSICAL SUPPLY

- COMES FROM CROSS CREEK
- LOWEST FLOWS OCCUR IN WINTER
- ANALYSIS OF HISTORICAL DATA
  - HISTORICAL GAGED FLOWS
  - LOWEST FLOWS IN 1963 AND 1977 DROUGHTS
  - ADJUSTMENT TO FLOWS (MEASURED BELOW MINTURN'S DIVERSION)
  - CONSIDERATION OF SYSTEM LOSS AND ESTIMATED DEMANDS



# SYSTEM LOSS



# EVALUATION OF LEGAL SUPPLY

WATER PRESENTATION

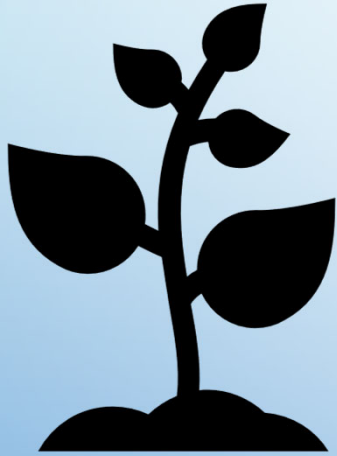


TOWN OF MINTURN

# SENIOR RIGHTS LIMITATIONS

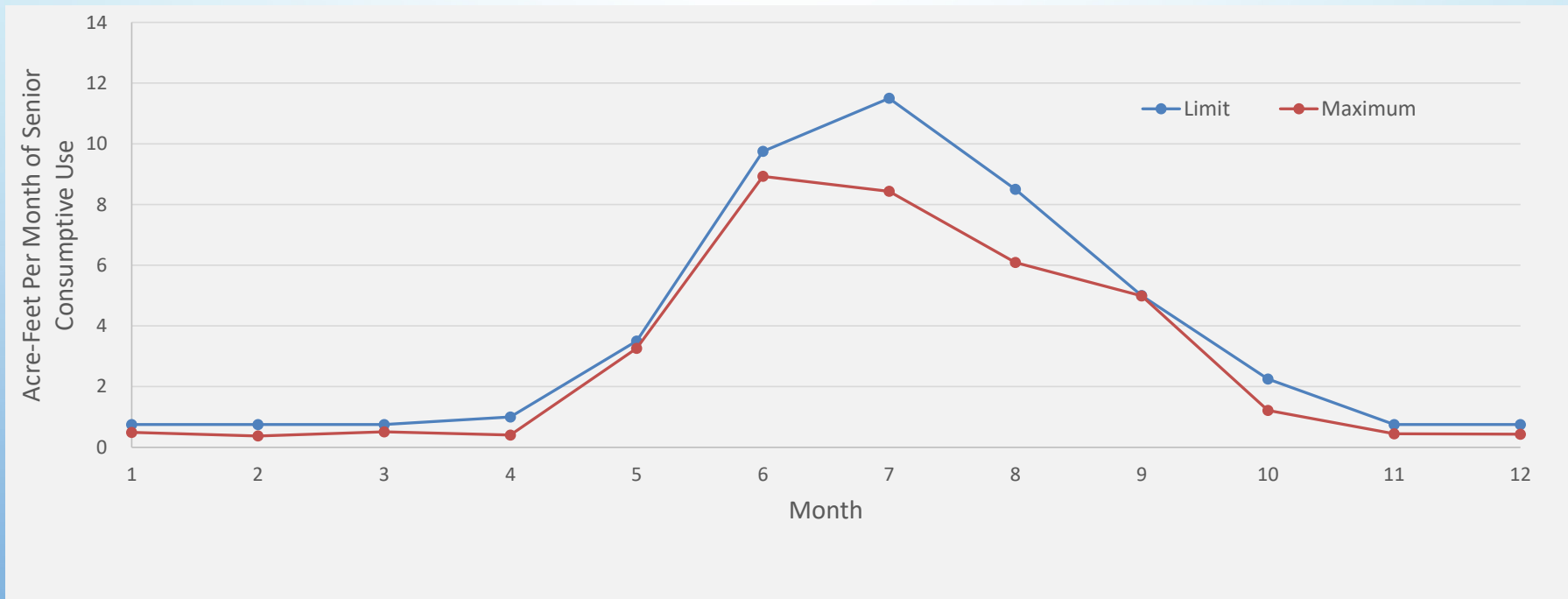
- DIVERSIONS UNDER THE SENIOR DITCH RIGHT
  - OCTOBER 16 – JANUARY 31: 2.24 CFS
  - FEBRUARY 1 – OCTOBER 15: 7.0 CFS
- WELLS LIMITED TO 80 GPM (SENIOR WELL RIGHTS)
- PLACE OF USE RESTRICTIONS
- CONSUMPTIVE USE LIMITS ON THE SENIOR RIGHTS
  - ANNUAL LIMIT AND SEASONAL LIMIT (JUNE+JULY+AUGUST)
  - MONTHLY LIMITS
  - ANNUAL CONSUMPTION LIMITS FOR WATER FROM EACH WELL

# CONSUMPTIVE USE

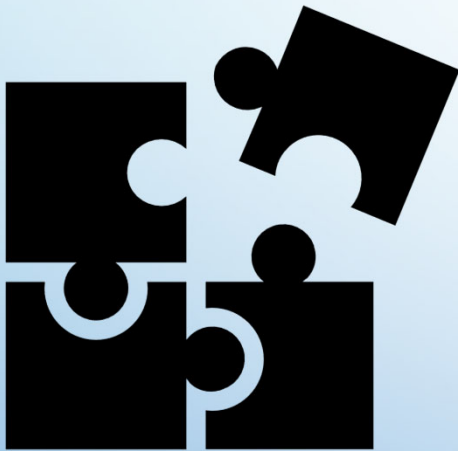


- AMOUNT OF WATER CONSUMED
- WATER NOT RETURNED TO THE STREAM SYSTEM
- SIGNIFICANTLY INFLUENCED BY OUTDOOR WATER USE
- FOR MINTURN,
  - INDOOR WATER USE BASED ON WINTER USE
  - INDOOR WATER USE: 5% CONSUMPTIVE
  - OUTDOOR WATER USE: 85% CONSUMPTIVE

# CU LIMITS COMPARISON



# AUGMENTATION NEEDS



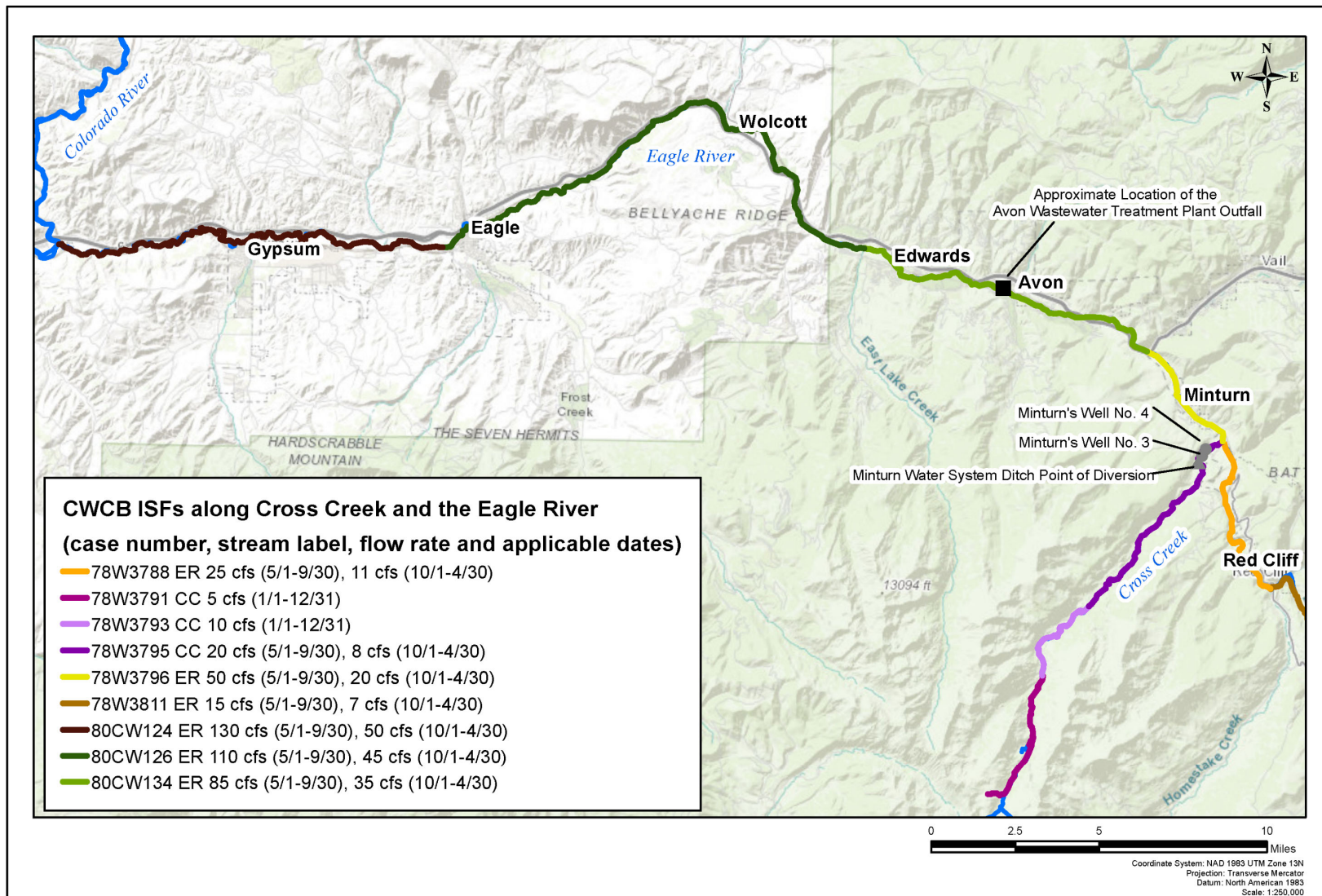
## REDUCED AUG NEED

- Less consumptive use
  - Water efficiency
  - Outdoor watering restrictions
- Water supply locations

## INCREASED AUG NEED

- Increased calls on the river(s)
- Consumptive use limitations
- Use of Junior water supplies







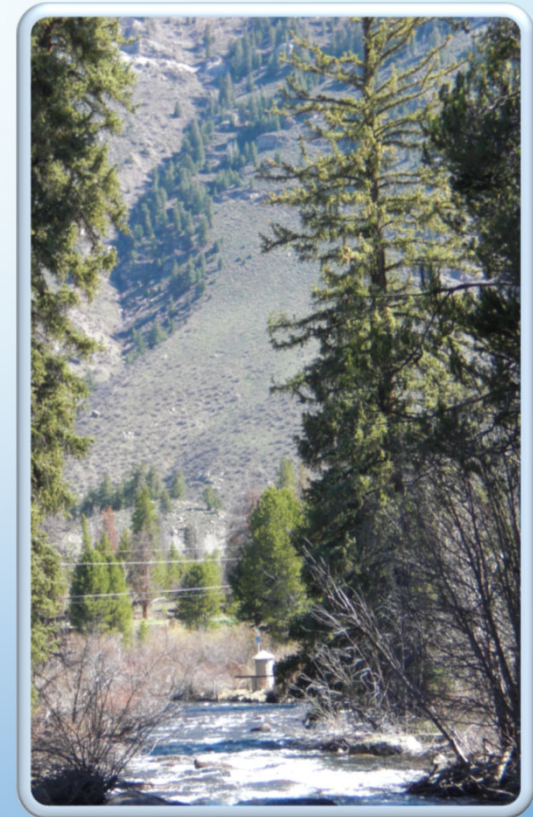
# LOCAL AUGMENTATION SUPPLY OPTIONS

## CROSS CREEK

- Bolts Lake Release
- Pumpback from the Eagle River

## EAGLE RIVER

- Contract Supply
- Bolts Lake Release
- Pumpback from Dowd Junction
- Potential ERWSD Augmentation Supply



# SECONDARY WATER SOURCE



Source Redundancy  
Additional Reliability

Augmentation Requirements and Location  
Increased Calls on the River(s)  
Shoulder Season Impacts

# 2019 WATER SYSTEM CAPITAL IMPROVEMENT PLAN

*“Critical component of system redundancy is having a second water source”*

*“Relying on a single water sources carries risks to the Town”*

**Town Council passed a resolution in 2019 to pursue  
a secondary water source along the Eagle River**

# SECONDARY WATER SOURCE OPTIONS

Water Supply Option	Factors Considered					Preliminary Order of Magnitude Cost	Timeline
	Physical Supply to Meet Demands	Augmentation Supply Available	Covered Under Existing Augmentation Plan	Provides Redundancy	Improves Diversification		
Eagle River Well Field	Yes	Yes	Yes	Yes	Yes	\$5.2M	2-4 Years
Eagle River Surface Water Diversion	Yes	Yes	No	Yes	Yes	\$4.0M	1-4 Years
Develop Bolts Lake	Yes	N/A	N/A	Partially	Partially	\$15+M	10+ Years
Non-Eagle River, non-Cross Creek Water Supply	Maybe	Maybe	No	Partially	Yes	\$1-5+M	2-5 Years
Interconnect with ERWSD	Yes (depends on terms)	N/A	Yes	Yes	Yes	-	-

All costs and timelines are preliminary and based on assumptions that will have to be further vetted.

WATER PRESENTATION



TOWN OF MINTURN

# INITIAL PLAN CONCLUSIONS

1. Continue to move forward with Eagle River water supply development
  - Provides redundancy and increased reliability
  - Eagle River surface water diversion
  - Eagle River well field
2. Consider outdoor watering restrictions and associated plan
3. Obtain additional augmentation supplies
  - Contract supplies
  - Participation in Bolts Lake project
  - Pumpbacks

# QUESTION & ANSWER

WATER PRESENTATION



TOWN OF MINTURN





To: Mayor and Council

From: Jay Brunvand

Date: August 4, 2021

Agenda Item: Annual renewal of Hotel and Restaurant Liquor License

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**REQUEST:**

Staff is requesting Council to review and approve the attached annual renewal of a Hotel and Restaurant Liquor License for the Daily Grind Coffee CO, INC, dba Vail Mtn Coffee & Tea CO. located at 26398 US Hwy 24.

**INTRODUCTION:**

This establishment has an existing H&R License and this is the annual renewal.

**ANALYSIS:**

Not Applicable

**COMMUNITY INPUT:**

Not Applicable

**BUDGET / STAFF IMPACT:**

The applicant has submitted the required fee of \$100.00.

**STRATEGIC PLAN ALIGNMENT:**

In accordance with Strategy #4 the Town will advance decisions/projects/initiatives that expand future opportunity and viability for Minturn. Both as an employer and a sales tax contributor these businesses each help further Minturn.

**RECOMMENDED ACTION OR PROPOSED MOTION:**

This item is approved on the Consent Agenda, no separate motion is required.

**ATTACHMENTS:**

- Application and supporting documentation for the license renewal.

VAIL MTN COFFEE & TEA CO  
 PO BOX 549  
 Minturn CO 81645

Fees Due		
Renewal Fee		Waived due to 20B-001
Storage Permit	\$100 X _____	\$
Sidewalk Service Area	\$75.00	\$
Additional Optional Premise Hotel & Restaurant	\$100 X _____	Waived due to 20B-001
Related Facility - Campus Liquor Complex	\$160.00 per facility	Waived due to 20B-001
Amount Due/Paid		\$

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.

## Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name <b>THE DAILY GRIND COFFEE CO INC</b>		Doing Business As Name (DBA) <b>VAIL MTN COFFEE &amp; TEA CO</b>		
Liquor License # <b>03-13697</b>	License Type <b>Hotel &amp; Restaurant (city)</b>	Sales Tax License # [REDACTED]	Expiration Date <b>09/08/2021</b>	Due Date <b>07/25/2021</b>
Business Address <b>23698 US HIGHWAY 24 Minturn CO 81645</b>		County <b>Eagle</b>	Phone Number	
Mailing Address <b>PO BOX 549 Minturn CO 81645</b>		Email <b>Craig@vailcoffee.com</b>		
Operating Manager <b>Craig Asencian</b>	Date of Birth <b>10/26/62</b>	Home Address <b>4802 meadow Ln Vail, CO 81657</b>		Phone Number <b>970-393-3061</b>
1. Do you have legal possession of the premises at the street address above? <b>Yes</b> No Are the premises owned or rented? Owned <b>Rented*</b> *If rented, expiration date of lease <b>1/17/28</b>				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <b>Yes</b> No				
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes <b>No</b>				
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes <b>No</b>				
4. 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 <b>No</b>				
5. 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 <b>No</b>				
6. 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 <b>No</b>				
7. 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 <b>No</b>				



<b>Affirmation &amp; Consent</b>		
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	Title	
<i>Craig Arsenau</i>	President	
Signature	Date	
<i>Craig Arsenau</i>	7/15/2021	
<b>Report &amp; Approval of City or County Licensing Authority</b>		
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 44, Articles 4 and 3, C.R.S., and Liquor Rules.		
<b>Therefore this application is approved.</b>		
Local Licensing Authority For	Date	
Signature	Title	Attest



To: Mayor and Council  
From: Jay Brunvand  
Date: July 21, 2021  
Agenda Item: Resolution 25 – Series 2021

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**REQUEST:**  
Council is asked to approve Resolution 25 – Series 2021

**INTRODUCTION:**  
For many years the Town and ERWSD have combined to share the expense of billing and account maintenance and the agreements have been very beneficial to both parties and the community at large.

**ANALYSIS:**  
The town assesses fees for our water service system and maintains an intergovernmental agreement with ERWSD in an effort to manage the customer billing process by combining efforts for water, trash, and sewer billing operations. Section 4.6 of the agreement allows for this agreement to automatically renew annually. However, ERWSD has requested this actually be annually addressed for their records.

Normally this is done late the preceding year or very early in the current year, this year it was never forwarded by ERWSD. They have recently requested action be taken.

**COMMUNITY INPUT:**  
N/A

**BUDGET / STAFF IMPACT:**  
N/A

**STRATEGIC PLAN ALIGNMENT:**  
In accordance with Strategy #1 to practice fair, transparent, and communicative local government.

**RECOMMENDED ACTION OR PROPOSED MOTION:**  
Approved within the motion to approve the Consent Agenda.

**ATTACHMENTS:**

- Resolution 25 – Series 2021

**TOWN OF MINTURN, COLORADO  
RESOLUTION NO. 25 – SERIES 2021**

**A RESOLUTION AUTHORIZING THE MAYOR OF THE  
TOWN OF MINTURN TO SIGN AN OPERATIONS  
AGREEMENT WITH EAGLE RIVER WATER AND  
SANITATION FOR TOWN WIDE WATER AND TRASH  
BILLING SERVICES**

**WHEREAS**, the current contract existing between Eagle River Water and Sanitation District and the Town of Minturn continues to be a valuable benefit to both entities, and;

**WHEREAS**, the Minturn Town Council of the Town of Minturn, Colorado has and continues to enjoy cost savings to the Citizens of Minturn by providing for this agreement, and;

**WHEREAS**, the Town of Minturn wishes to continue with the benefits of the existing contract with the agreed rate increases 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 4<sup>th</sup>  
day of AUGUST, 2021

TOWN OF MINTURN

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

ATTEST:

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

**OPERATIONS AGREEMENT  
BETWEEN  
EAGLE RIVER WATER & SANITATION DISTRICT AND  
TOWN OF MINTURN**

THIS AGREEMENT entered into this 1<sup>st</sup> day of January, 2021, by and between TOWN OF MINTURN, a quasi-municipal corporation of the State of Colorado ("Town"), and EAGLE RIVER WATER & SANITATION DISTRICT, a quasi-municipal corporation of the State of Colorado ("District").

WITNESSETH:

WHEREAS, among its other functions Town owns and operates a water treatment and distribution system and provides trash collection services substantially within the boundaries of District; and

WHEREAS, District has sufficient experience, personnel and equipment to perform certain services desired by Town; and

WHEREAS, all previous Agreements dated prior to the date first written above, are superseded by this Agreement;

NOW, THEREFORE, in consideration of the premises, the mutual advantages accruing to the parties hereto and the mutual undertakings herein contained, the parties hereto agree as follows:

**ARTICLE 1  
GENERAL CONDITIONS**

- 1.1 District shall provide in a good and workmanlike manner the services described in this agreement upon the terms and conditions herein stated.
- 1.2 District shall be an independent contractor and nothing herein contained shall be construed to create the relationship of principal and agent or employer and employee between Town and District. Any person or party hired by District shall be the employee, agent, servant or contractor of District.
- 1.3 District shall comply with all applicable local, State and Federal laws, rules and regulations.
- 1.4 District shall provide the services described in Article 2 herein in accordance with the Rules and Regulations of District and any amendments thereto.

## ARTICLE 2 SCOPE OF SERVICES TO BE PERFORMED BY DISTRICT

- 2.1 Billing Services. District shall provide qualified personnel who shall perform billing services for monthly water and trash collection service subject to the following:
- 2.1.1 Billings for water service and trash collection shall be issued at the same time and in the same manner as sewer service billings.
  - 2.1.2 All bills, which remain unpaid twenty-five days from the date of mailing of such bills, will have a Late Charge of one percent (1%) of any Balance Forward added thereto which shall be retained by District. Town authorizes District to pursue all collection procedures outlined in District's Rules and Regulations, to include Certification of the unpaid amounts to the Eagle County Treasurer for collection as property taxes annually, as allowed by Eagle County. Such unpaid amounts may include Town's unpaid water and trash collection service charges and District's unpaid sewer service charges.
  - 2.1.3 Town, at the request of District, shall discontinue water and/or trash service to customers following notice of disconnection to such customers as provided in the Rules and Regulations of District.
  - 2.1.4 In the event a customer's service is unable to be discontinued, Town will contract the work to correct any system deficiencies so that the customer's water service is able to be discontinued. The cost of such work may be added to the customer billing as an adjustment.
  - 2.1.5 Approximately one month after the end of each billing period, District shall remit to Town, an amount equal to the total water and sewer services billed, less all amounts due from customers, which have any amounts in Balance Forward on their bills, which have remained unpaid for more than one hundred twenty (120) days.

## ARTICLE 3 COMPENSATION AND PAYMENT

- 3.1 Cost of Services. Town shall pay District for services performed according to the following:
- 3.1.1 The cost for billing services to be performed by District is \$12,360 per year, to be paid in monthly installments of \$1,030 each.
  - 3.1.2 Other services provided by District, at the request of Town, shall be billed at rates listed in Exhibit A or for amounts agreed to by District and Town.
- 3.2 Payment. Payment by Town to District shall be made within three (3) days following the approval of District's payment request in the regular meeting of Town Council following the end of the calendar month in which the services were performed.



## ARTICLE 4 SPECIAL CONDITIONS

- 4.1 Insurance Requirements. At all times during the term of this Agreement, District shall carry and maintain in full force, at District's expense, the following insurance coverage. Such policies shall include a provision requiring a minimum of thirty (30) days' notice to Town of substantial change or cancellation of coverage or insurance policies.
- 4.1.1 General Comprehensive Liability insurance in an amount of \$350,000 per person and \$990,000 per occurrence, including the following coverage: property damage; underground explosion and collapse hazard; and personal injury.
- 4.1.2 Comprehensive Automobile Liability insurance on all owned vehicles used in connection with the services in an amount of \$350,000 per person and \$990,000 per occurrence combined single limits for Bodily Injury and Property Damage.
- 4.1.3 Worker's Compensation insurance in accordance with the provisions of the Worker's Compensation Act of the State of Colorado for all employees to be engaged in the services.
- 4.2 Certificates of Insurance. Prior to commencement of services, District shall provide Town with Certificate(s) of Insurance evidencing the insurance required by this Article and naming Town as an additional named insured as its interests may appear for all Comprehensive General Liability insurance.
- 4.3 Indemnity. To the extent of the limits of any insurance coverage maintained by District, District further agrees to indemnify and hold Town harmless from, and defend all actions against, all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising from any negligent act or omission on the part of District, its agents, or employees, provided, however, that any claim for negligent acts or omissions must be brought in accordance with and subject to the limitations of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et. seq., as amended, as the same may now or hereafter exist, and nothing herein shall be deemed or construed to be a waiver of the rights granted hereunder. Town shall provide District with notice of the commencement of any action, subject to this paragraph, not more than five (5) days following receipt by Town of notice of commencement of such action.
- 4.4 Renegotiation. Duties or services to be performed by District may be added or deleted and charges for services may be renegotiated by either party upon thirty (30) days written notice to the other party.
- 4.5 Assignment. Either party without the express written consent of both parties shall make no assignment of its rights and/or obligations under this Agreement.
- 4.6 Term of Agreement. The effective date of this Agreement shall be January 1, 2021, for a period of twelve (12) months. This Agreement shall be automatically extended for successive one (1) year periods with no notice required to either party unless either party provides written notice of intent to terminate or amend not later than sixty (60) days prior to the annual extension of the Agreement.
- 4.7 Termination. The provisions of Section 4.6 notwithstanding, either party shall have the right to terminate this Agreement thirty (30) days after written notice of any election to terminate.

## ARTICLE 5 MISCELLANEOUS

- 5.1. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto relating to the services, and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both parties.
- 5.2. Binding Agreement. This Agreement shall inure to and be binding upon the parties, their successors, and assigns.
- 5.3. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
- 5.4. Controlling Law. This Agreement shall be governed by and construed in accordance with the law of the State of Colorado.
- 5.5. Subject to Annual Appropriation and Budget. Under no circumstances shall this Agreement constitute, or be considered as, a multiple-fiscal year obligation of either the District or the Town. The Town's and the District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.
- 5.6. Governmental Immunity. Nothing in this Agreement shall be construed to constitute a waiver, in whole or in part, of any of either of the parties' rights and protections under the Colorado Governmental Immunity Act, § 24-10- 101, et seq., C.R.S., as amended from time to time.
- 5.7. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- 5.8. Counterpart Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

TOWN OF MINTURN

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

ATTEST:

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

EAGLE RIVER WATER & SANITATION DISTRICT:

By: Bill Lanni  
Chair

ATTEST:

George Gregory  
Secretary



**EXHIBIT A  
 2021 FEE SCHEDULE FOR DISTRICT EQUIPMENT AND PERSONNEL**

Equipment/Labor	In- District Hourly Rates
1 Ton Utility, Duramax	\$45.00
3" Pump	\$25.00
6" Power Prime Pump Trailer	\$50.00
Air Compressor	\$20.00
Asphalt Cutter	\$30.00
Backhoe	\$75.00
Camera Locator	\$50.00
Camera Water or Sewer	\$180.00
Chain Saw	\$25.00
Composting Auger	\$30.00
Correlator-DigiCorr	\$80.00
Correlator-Zcorr	\$40.00
Demo Saw	\$25.00
End Dump Trailer	\$65.00
Fork Lift	\$40.00
Generator	\$50.00
Generator-Portable	\$35.00
Hoe/Pack Compactor	\$75.00
Jackhammer	\$45.00
Large Jetting Truck	\$110.00
Light Plant (mobile)	\$50.00
Loader	\$75.00
Lowboy Tractor	\$65.00
Lowboy Trailer	\$60.00
Mac-Trailer	\$25.00
Message Board	\$25.00
Meter Test Bench	\$40.00
Mikasa Jumping Jack	\$45.00
Mini Excavator	\$75.00
Pickup with Plow	\$45.00
Pickup with Plow & Liftgate	\$45.00
Pump Truck	\$120.00
Rock Breaker/Hammer	\$150.00
Skid Steer	\$60.00
Skid Steer w/ Blower or Brush	\$80.00
Small Dump Truck	\$35.00
Small Jetting Truck	\$100.00
Small Portable Welder	\$20.00
Snowblower-Manual	\$15.00
Steamer	\$20.00
Tandem Dump Truck	\$50.00
TV Van	\$100.00
Utility Trailer	\$30.00
Valve Box Cleaner	\$20.00
Valve Box Operator/Cleaner	\$35.00
Valve Maintenance Trailer	\$65.00
Vehicle & Tools	\$35.00

LABOR: Operational Interns/Temps	\$20.00
LABOR: Field Operations Personnel	\$49.00
LABOR: Water & Wastewater Operations Personnel	\$35.00
LABOR: Operations Supervisors and Field Operations Leads & Planners	\$49.00
LABOR: Construction Managers, Planning Supervisors, Project Engineers	\$57.00
LABOR: Office Administration & Accounting Staff	\$40.00
LABOR: Manager	\$70.00
LABOR: Executive Manager	\$121.00



To: Mayor and Council  
From: Jay Brunvand  
Date: August 4, 2021  
Agenda Item: Ordinance 05 – Series 2021

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**REQUEST:**

Council is asked to approve Ordinance 05 – Series 2021

**INTRODUCTION:**

This proposed agreement is a 10yr agreement as required in Town Charter 10.4. The Town Charter Article 10 sets forth the general powers and conditions for the granting of utility franchise within the Town of Minturn. This Ordinance has been reviewed against both the Town Charter and the Town Municipal Code (Chapter 5) and has been found to properly conform to those requirements. Holy Cross has held a Franchise Agreement with the Town as required and that agreement is set to expire. Holy Cross provides electric and gas service to a very small portion of the town

**ANALYSIS:**

In review of the current Holy Cross Franchise Agreement with the proposed agreement I found only two changes. The first was the Ordinance number and date, the second corrected the spelling of a word, “rfers” corrected to “refers” (Article 2.5). No other changes are proposed.

**COMMUNITY INPUT:**

Notice of this agreement has been published by and at the expense of Holy Cross Energy as required by law. Further, as an Ordinance, there will be two public hearings.

**BUDGET / STAFF IMPACT:**

Holy Cross Energy, as required by the exiting Franchise Agreement and extended with this proposed agreement, pays a 3% franchise fee based on quarterly revenues as laid forth in Article 8 and contributes \$2,000 annually as laid forth in Article 11. The 3% fee equates to approximately \$2,000 annually

**STRATEGIC PLAN ALIGNMENT:**

In accordance with Strategy #1 to practice fair, transparent, and communicative local government.

**RECOMMENDED ACTION OR PROPOSED MOTION:**

Motion to approve Ordinance 5 – Series 2021 an Ordinance approving a Franchise Agreement with Holy Cross Energy.

**ATTACHMENTS:**

- Ordinance 05 – Series 2021

**TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 05 – SERIES 2021**

**AN ORDINANCE OF THE TOWN OF MINTURN, EAGLE COUNTY, COLORADO, GRANTING A FRANCHISE TO HOLY CROSS ENERGY, ITS SUCCESSORS AND ASSIGNS, TO LOCATE, BUILD, INSTALL, CONSTRUCT, ACQUIRE, PURCHASE, EXTEND, MAINTAIN, REPAIR AND OPERATE INTO, WITHIN AND THROUGH A PORTION OF THE TOWN OF MINTURN, DEFINED AS THE SERVICE AREA, ALL NECESSARY AND CONVENIENT FACILITIES FOR THE PURCHASE, GENERATION, TRANSMISSION AND DISTRIBUTION OF ELECTRICAL ENERGY, AND TO FURNISH, SELL AND DISTRIBUTE SAID ELECTRICAL ENERGY TO THE RESIDENTS OF THE SERVICE AREA FOR LIGHT, HEAT, POWER AND OTHER PURPOSES BY MEANS OF CONDUITS, CABLES, POLES AND WIRES STRUNG THEREON, OR OTHERWISE ON, OVER, UNDER, ALONG, ACROSS AND THROUGH ALL PUBLIC EASEMENTS AND ALL STREETS AND OTHER PUBLIC WAYS IN SAID SERVICE AREA, AND FIXING THE TERMS AND CONDITIONS THEREOF.**

**BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO:**

**ARTICLE 1  
SHORT TITLE**

- 1.1 This Ordinance shall be known and may be cited as the "Holy Cross Energy Franchise Ordinance."

**ARTICLE 2  
DEFINITIONS**

For the purpose of this Ordinance, the following terms shall have the meaning given herein:

- 2.1 "Town" is the Town of Minturn, Eagle County, Colorado, the municipal corporation as is now constituted or as the same may be enlarged or expanded from time to time through annexation.
- 2.2 "Company" refers to Holy Cross Energy, a Colorado corporation, its successors and assigns.
- 2.3 "Service Area" refers to all land inside the municipal boundaries of the Town, as of the enactment of this Ordinance, and all land annexed within such boundaries hereafter, within the area certified to the Company by the Public Utilities Commission of the State of Colorado.
- 2.4 "Council" refers to the legislative body of the Town, known as the Town Council of the Town of Minturn, Colorado.
- 2.5 "Facilities" refers to all overhead and underground electric facilities, buildings and structures owned by the Company which are necessary to provide electricity into, within and through the Town including, but not limited to, such essential

apparatus, appliances, plants, systems, substations, works, transmission and distribution lines, structures, anchors, cabinets, cables, conduits, guy posts, guy wires, meters, microwave, communication facilities, overhead and underground lines, pedestals, poles, regulators, sectionalizers, switchgears, transformers, various pad mounted and pole mounted equipment, vaults, wires and all other related electrical equipment required for the distribution, generation, maintenance, operation, purchase and transmission of electrical energy.

- 2.6 "Public Easements" refers to easements created by general dedication and available for use by any public utility for its facilities
- 2.7 "Private Easements" refers to easements created by deed, specific dedication to specific grantees or acquired by the Company by prescriptive right and available only for use by the Company for its Facilities, or by the Company and other users or utilities specifically named as grantees in the deed of dedication or which have also acquired the easement by prescriptive right.
- 2.8 "Residents" refers to and includes all persons, businesses, industry, governmental agencies and any other entity whatsoever, presently maintaining a residence, business, farm, ranch or other enterprise located within, in whole or in part, the boundaries of the Town.
- 2.9 "Revenues", unless otherwise specified, refers to and are the gross amounts of money that the Company receives from its customers within the Town from the sale or delivery of electrical energy for any particular period of time.
- 2.10 "Streets and Other Public Ways" refers to streets, alleys, viaducts, bridges, roads, lanes and other public ways in the Town, subject to limitations stated herein.

### ARTICLE 3

#### GRANT OF FRANCHISE

- 3.1 Grant of Right to Serve. Subject to the conditions, terms and provisions contained in this Franchise, the Town hereby grants to the Company a non-exclusive right, privilege and authority to locate, build, install, construct, acquire, purchase, extend, maintain, repair and operate into, within and through all of the Service Area, all necessary and convenient Facilities for the purchase, generation, transmission and distribution of electrical energy. Such grant is made together with the exclusive right and privilege to furnish, sell and distribute said electrical energy to the Residents for light, heat, power and other purposes.
- 3.2 Scope of Grant. Such grant includes the non-exclusive right and obligation to furnish electrical energy using the Company Facilities on, over, under, along, across and through any and all Public Easements and all Streets and Other Public Ways, on, over, under, along, across and through any extension, connection with, or continuation of, the same and/or on, over, under, along, across and through any and all such new Public Easements and Streets and Other Public Ways as may be hereafter laid out, opened, located or constructed within the Service Area. The Company is further granted the right, privilege and authority to excavate in, occupy and use any and all Streets and Other Public Ways and Public Easements. Any such excavation, occupation and use must be in accordance with Town standards and regulations, and will be undertaken under the supervision of the properly constituted authority of the Town for the purpose of bringing electrical energy into, within and through the Service Area and supplying electrical energy to the Residents.

- 3.3 Service to Town Facilities. The Town hereby grants to the Company the non- exclusive right, privilege and authority to provide street and security lighting to the Town, and to serve all Town owned or operated structures, plants, equipment or Town apparatus and facilities, including the right, privilege and authority to furnish, sell and distribute electrical energy necessary for such.

#### ARTICLE 4

##### SPECIFIC ELEMENTS OF GRANT

- 4.1 Recreational Areas. The Company shall not have the right to locate, build or construct Facilities under, across or through public parks or recreational areas, open space or other Town owned property located within the Town except as expressly set forth in this Franchise or with prior written approval granted by the Council. Said approval shall not be unreasonably withheld.
- 4.2 Trees and Shrubs. The Company shall have the right to trim or cut down such trees and shrubbery and to control the growth of the same by machinery or otherwise but shall not use chemicals for such purpose, only as may be reasonably necessary to protect its Facilities as provided for in the Company "Vegetation Management Guidelines" as such may from time to time be amended.
- 4.3 Location of Company's Facilities. Wherever reasonable and practicable, the Company will endeavor to install its Facilities within Public Easements. The Company shall locate its Facilities within the Town so as to cause minimum interference with any of the Town's facilities or property, including without limitation water lines, sewer lines, storm drains and the proper use of Streets and Other Public Ways, and so as to cause minimum interference with the rights or reasonable convenience of property owners whose property adjoins any of the said Streets and Other Public Ways.
- 4.4 Restoration of Public and Private Improvements. Should it become necessary for the Company, in exercising its rights and performing its duties hereunder, to interfere with any sidewalk, graveled or paved street, road, alley, water line, sewer line, storm drain or any other public or private improvement, the Company shall at its own expense and in a quality workmanlike manner, repair or cause to be repaired and restored to its original condition such sidewalk, graveled or paved street, road, alley, water line, sewer line, storm drain or other public or private improvement after the installation of its Facilities. However, upon failure of the Company to do such required repairs within a reasonable time and in a workmanlike manner, the Town may perform the required work and charge the Company for all reasonable costs thereof. Nothing hereinabove shall be construed to obligate the Company to pay for the removal and relocation of its Facilities where such is at the request or demand of a person, or a public or private entity under circumstances which require the party requesting or demanding such to pay for the relocation under other provisions hereof or under the provisions of the Company's Electric Service Tariffs, Rules and Regulations or other customary practices, as such may from time to time be amended.
- 4.5 Use of Facilities. The Company shall have the right to make, such use of its Facilities and other property owned by Company, for uses other than the uses contemplated in this Franchise Ordinance, as it deems proper so long as such other uses do not interfere with its ability to supply electrical energy, consistent with the then current zoning.
- 4.6 Changed Conditions (Overhead). If at any time it shall be necessary to change the position of any overhead electrical facilities of the Company located within Public

Easements or Streets and Other Public Ways to permit the Town to lay, make or change street grades, pavements, sewers, water mains, storm drains or other Town works, such changes shall be made by the Company at its own expense, after reasonable notice from the Town. Any necessary position change of overhead electrical facilities of the Company located within Private Easements will be paid for by the person, or private or public entity requesting such change. The Town shall consult with the Company during the design of any such Town works which may require relocation of existing overhead electrical facilities of the Company and work with the Company to ensure that any relocation necessary is minimized and that a location for the relocated Facilities is provided.

- 4.7 Compliance with Town Ordinances. The Company shall comply with all Town ordinances and regulations regarding curb and pavement cuts, excavating, digging and related construction, maintenance and operational activities. If requested by the Town, the Company shall submit copies of reports of annual and long-term planning for capital improvement projects with descriptions of required street cuts, excavation, digging and related construction activities within 30 days after issuance of request.
- 4.8 Town Review of Construction and Design. Prior to construction of any significant Facilities within the Town, as determined jointly by the Company and Town, the Company shall furnish to the Town the plans for such proposed construction. In addition, the Company shall assess and report on the impact of such proposed construction on the Town environment. Such plans and reports may be reviewed by the Town to ascertain, inter alia, (1) that all applicable laws including building and zoning codes, air and water pollution regulations are complied with, (2) that aesthetic and good planning principles have been given due consideration and (3) that adverse impact on the environment has been minimized.
- 4.9 Capital Improvement and Major Development Projects. The Company and the Town shall endeavor to inform one another of any capital improvement and major development projects anticipated within the Town that may impact the Facilities or operations of either party. The party proposing such capital improvements shall inform the other party of the nature of such improvements within a reasonable time after plans for such improvements have been substantially formulated. Each party shall cooperate in the timely exchange of all necessary information, design data, drawings and reports to properly assess and evaluate the potential impacts of said improvements and major developments.
- 4.10 Maintenance of Facilities. The Company shall install, maintain, repair, replace and upgrade its Facilities to ensure both the adequacy of and quality of, electric service to the Town and all Residents. All excavation and construction work done by or under the authority of the Company shall be done in a timely and expeditious manner which minimizes the inconvenience to the Town and all Residents. The Town shall have the right to inspect any portion of the Facilities located in the Streets or Other Public Ways. However, the Town will not require construction of the Facilities in such a manner that would not meet the National Electrical Safety Code and other governing entity requirements or standard utility engineering practices. The Company agrees to cooperate with the Town in conducting the inspection.
- 4.11 Town Not Required to Advance Funds. Upon receipt from the Town of an authorization to proceed and a promise to pay for construction, the Company shall extend its Facilities to the Town for municipal uses therein or for any municipal facility outside the Service Area and within the Company's certificated service area, without requiring the Town to advance funds prior to construction.



- 4.12 Scheduled Interruptions. The Company shall, whenever possible, give notice, either oral or written, to the Town and its affected Residents, of planned service interruptions of significant duration.
- 4.13 Cooperation with Other Utilities. When undertaking a project of undergrounding, the Town and the Company shall work with other utilities or companies to have all lines undergrounded as part of the same project. The Company shall not be required to pay the costs of any other utility or company in connection with work under this section.
- 4.14 Annual Review of Franchise. At the request of either the Town or the Company, the parties hereto shall meet to discuss any topic of concern.

## ARTICLE 5

### RATES, REGULATIONS, UNIFORMITY OF SERVICES AND UPGRADES

- 5.1 Furnishing Electrical Energy. The Company shall furnish electrical energy within the Service Area, and to the Residents thereof at the Company's applicable and effective rates and under the terms and conditions set forth in the Company's Electric Service Tariffs, Rules and Regulations and Consumer Service Facilities Metering and Use Guidebook adopted by and on file with the Company, as such may from time to time be amended, subject only to regulations thereof as is provided by law. The Company shall not, as to rates, charges, service, Facilities, rules, regulations or in any other respect, make or grant any preference or advantage to any Resident, provided that nothing in this grant shall be taken to prohibit the establishment from time to time of a graduated scale of charges and classified rate schedules to which any customer coming within an established classification would be entitled.
- 5.2 Facility Upgrades. The Company will, from time to time, during the term of this Franchise make such improvements, enlargements and extensions of its Facilities incorporating, when reasonable and practical, technological advances within the industry as the business of the Company and the growth of the Town justify, in accordance with its Electric Service Tariffs, Rules and Regulations, Consumer Service Facilities Metering and Use Guidebook or other customary practices in effect and on file with the Company, as such may from time to time be amended, subject only to regulations thereof as is provided by law.
- 5.3 Reliable Supply of Electricity. The Company shall take all reasonable and necessary steps to provide an adequate supply of electricity to its customers at the lowest reasonable cost consistent with long-term reliable supplies. If the supply of electricity to its customers is interrupted, the Company shall take all necessary and reasonable actions to restore such supply within the shortest practicable time.
- 5.4 Maps and Regulations. The Company shall, submit copies of its Consumer Services Facilities Metering and Use Guidebook, Electric Service Tariffs, Rules and Regulations and maps of its Facilities within the Service Area to the Town Clerk. All changes in such information shall be submitted to the Town as the same may from time to time occur.
- 5.5 Subdivision Review. The Company shall analyze any subdivision plats or planned unit development plans submitted to it by the Town and respond to any request by the Town for information regarding the adequacy of its Facilities necessary to serve such proposed plat or plan and answer any other questions posed to the Company by the Town regarding said plat or plan as are within the knowledge of the Company. The Company shall respond to said requests or questions within reasonable time limits set by the Town's Subdivision Regulations. The Town will require the developers of such projects to meet all applicable



provisions of the Company's Electric Service Tariffs, Rules and Regulations and other customary practices, as such may from time to time be amended.

- 5.6 Interrelationship of Laws, Rates, Regulations and Ordinances. The Company shall comply with all County, State or Federal laws and rules and regulations related to the subject matter hereof. The Company also agrees to abide by all ordinances and resolutions of the Town, unless and except to the extent that this Franchise Ordinance shall relieve the Company of the obligation to comply with the terms and conditions of such other ordinances or any other provisions hereof. The Company, from time to time, may promulgate such rules, regulations, terms and conditions governing the conduct of its business, including the use of electrical energy and the payment therefor, and the interference with, or alteration of, any of the Company's property upon the premises of its customers as shall be necessary to provide a safe, continuous and uninterrupted service to each and all of such customers and the proper measurement thereof and payment therefor. Any such rules, regulations, terms and conditions must not be inconsistent with this Franchise Ordinance, but no ordinance of the Town may regulate the Company's rates or charges for the furnishing of electrical energy, or shall lessen the safety of providing such energy to its customers, nor shall any such ordinance alter the manner in which service is extended to such customers.

## ARTICLE 6

### USE OF COMPANY FACILITIES

- 6.1 Use of Poles by Town. The Town shall have the right, without cost, to jointly use all poles and suitable overhead structures within the Service Area for the purpose of stringing wires thereon for any reasonable Town authorized use; which use shall not include generation, distribution or transmission of electricity. However, the Company shall assume no liability, or any additional expense, in connection therewith, and said use shall not interfere in any unreasonable manner with the Company's use of same, or the use thereof by the Company's permittees, licensees or other existing users of such Facilities. The Town is not authorized to assign its right to jointly use the Company's Facilities to any third party. The Company, in its sole discretion, may allow third parties to use its Facilities upon such terms and conditions as the Company deems appropriate.
- 6.2 Joint Use of Trenches. The Company, upon receiving a written request from the Town, shall permit the Town to install additional conduit in any trench excavated for the Company's Facilities, for the express purpose and use of the Town, provided such additional installation shall be in accordance with sound engineering methods and safety regulations, and shall not interfere with or cause any conflict with the Company's Facilities, and shall not cause the Company additional installation expense or additional expense to maintain and repair its Facilities. The Town, at its expense, will pay all costs and expenses of such additional installation. The Town shall be responsible for ensuring that required vertical and horizontal separations between its facilities and that of the Company's are strictly maintained. The Town and Company shall jointly hold each other harmless from any liability or damage resulting from their respective facilities being installed in a joint trench.

## ARTICLE 7

### INDEMNIFICATION AND POLICE POWER

- 7.1 Mutual Hold Harmless. Each party, shall to the extent allowed by law, indemnify, defend and save the other party harmless from and against all liability or damage and all claims or demands whatsoever in nature arising out of the operations of the indemnifying party under the provisions of this Franchise, and the securing of, and the exercise of the Franchise rights granted in this ordinance and the indemnifying party shall pay all reasonable expenses arising therefrom. The indemnifying party will provide prompt written notice to the other party of the pendency of any claim or action against the indemnified party arising out of the exercise of the Franchise rights. The indemnifying party will be permitted, at its own expense, to appear and defend or to assist in defense of such claim. Notwithstanding any provision hereof to the contrary, the indemnifying party shall not be obligated to indemnify, defend or hold the other party harmless to the extent of any claim, demand, or lien arising out of, or in connection with, any negligent act or failure to act or the intentional misconduct by the indemnified party or any of its officers, employees or agents. The indemnified party's use of independent contractors shall not constitute an avoidance or defense to the indemnifying party's duties to defend and indemnify under this section. Each party shall maintain public liability insurance in an amount not less than \$1,000,000. Each party shall be a named additional insured on the other party's liability insurance.
- 7.2 Police Power Reserved. The right is hereby reserved to the Town to adopt from time to time, in addition to the provisions herein contained, such Ordinances as may be deemed necessary in the exercise of its police power, provided that such regulations shall be reasonable and not destructive of the rights herein granted, and not in conflict with the laws of the State of Colorado, or with orders of other authorities having jurisdiction in the premises.

## ARTICLE 8

### FRANCHISE FEE

- 8.1 Franchise Fee. As a further consideration for this Franchise, and accepted by the Town in lieu of all occupancy and license taxes and all other special taxes, assessments, fees, or excises upon the Facilities or other property of the Company, or other levies that might be imposed, either as a franchise tax, occupation tax, occupancy tax, license tax, permit charge, or for the inspection of the Facilities or other property of the Company, and charges which would otherwise be chargeable to the Company, or otherwise, the Company shall pay to the Town a sum equal to three percent (3%) of its quarterly Revenues collected from the sale of electricity within the Service Area for electrical energy furnished for light, heat, power and other purposes. This three percent (3%) fee shall be surcharged to the Residents within the Service Area and is in addition to any charges specified in the Company's Electric Service Tariffs, Rules and Regulations and any applicable taxes. Payment of the franchise fee does not exempt the Company from payment of property or sales taxes which are not directly related to the franchise or the occupation of the Streets and Other Public Ways. Revenues received from Town facilities will not be assessed a three percent (3%) fee under this section nor will the Town be paid the three percent (3%) fee from such revenues collected from Town facilities.
- 8.2 Payment. Payment of the Franchise Fee shall be made by the Company to the Town on

or before 30 days after the end of each quarter of each calendar year for the preceding three (3) month period, but shall be adjusted for the portions of the calendar quarters at the beginning and at the end of this Franchise. All payments shall be made to the Town Clerk.

- 8.3 Revenue Audit. For the purpose of ascertaining or auditing the correct amount to be paid under the provisions of this Article, the Company shall file with the Town Clerk, or such other official as shall be designated by the Town from time to time, a statement, in such reasonable form as the Town may require, showing the total gross receipts received by the Company from the sale of electricity to Residents within the Service Area for the preceding three (3) month period. The Town Clerk or any official appointed by the Council shall have limited access to the books of said Company for the sole purpose of confirming the quarterly Revenues received from operations within the Service Area. Such access is conditioned on the agreement of the Town not to disclose the information to any third party.
- 8.4 Correction of Underpayment/Overpayment. Should either the Company or Town discover either an underpayment or overpayment of the quarterly Franchise Fee, the party making such discovery shall inform the other party within a reasonable time. If the error is substantiated as an underpayment, the Company shall make payment of the deficiency within 30 days of the date the error was substantiated. If the error is substantiated as an overpayment, a credit equal to the overpayment will be applied to the next quarterly Franchise payment due the Town. If any dispute arises regarding underpayment/overpayment, Company and Town agree to submit the dispute to binding arbitration, with each party to bear their own costs.
- 8.5 Occupancy Tax Alternative. In the event said Franchise Fee levied herein should be declared invalid and or shall be set aside by a Court of competent jurisdiction, then, and in such event, and in lieu thereof, the Town may thereafter levy an occupancy tax upon the Company, not to exceed in any calendar year three percent (3%) of the Revenues collected from the sale of electricity within the Service Area for electrical energy furnished for light, heat, power, and other purposes for that calendar year. Such occupancy tax shall be adjusted for any Franchise Fees previously paid to the Town in such calendar year. In the event the Town shall enact such an occupancy tax, in lieu of the Franchise Fee, all of the remaining terms, conditions and provisions of this Ordinance shall remain in full force and effect for the period stated herein. Such occupancy tax ordinance or enactment shall be designed to meet all legal requirements to ensure that it is not construed as an income tax.
- 8.6 Franchise Fee Payment in Lieu of Other Fees. As indicated in Section 8.1, above, the Franchise Fee paid by the Company is accepted by the Town in lieu of any occupancy tax, license tax, permit charge, inspection fee or similar tax on the privilege of doing business or in connection with the physical operation thereof, but does not exempt the Company from any lawful taxation upon its property or any other tax not related to the Franchise or the physical operation thereof and does not exempt the Company from payment of head taxes or other fees or taxes assessed generally upon business.
- 8.7 Payment of Expenses Incurred by Town in Relation to Ordinance. At the Town's option, the Company shall pay in advance or reimburse the Town for expenses incurred in publication of notices and ordinances arising out of the negotiations or process of obtaining this franchise.
- 8.8 Street Cut Permits. The Company will provide the Town with a Corporate Bond without Sureties each year to ensure it performs all conditions imposed by such permits. Upon

request from the Town, the Company will furnish the Town with the Company's estimated cost of street repair.

- 8.9 Termination of Franchise. If this Franchise is terminated by either the Company or the Town for whatever reason, or is declared null and void, all Franchise Fees or occupancy taxes levied herein shall be suspended as of the date the Franchise is legally terminated. Final payment of any Franchise Fee or occupancy tax owed and due the Town shall be made on or before 30 days after the date the Franchise is legally terminated.

## ARTICLE 9

### REPORTING AND CHANGE IN FRANCHISE FEE

- 9.1 Reports. The Company shall submit reasonable and necessary reports containing, or based upon, information readily obtainable from the Company's books and records as the Town may request with respect to the operations of the Company under this Franchise, and shall, if requested, provide the Town with a list of real property within the Town which is owned by the Company.
- 9.2 Change of Franchise Fee. The Company shall, upon request from the Town, notify the Council of any changes in the Franchise Fee percentage made with other municipalities served by the Company under a franchise within the State of Colorado. If the Council decides the Franchise Fee percentage hereunder shall be changed, it shall provide for such change by Ordinance. However, any change in the Franchise Fee percentage shall then be surcharged by the Company to the Residents of the Town.
- 9.3 Change of Franchise Fee - Town Initiated. The Town expressly reserves the right to notify the Company of its desire to revise the Franchise Fee to a different percentage of revenue prior to October 1 of the even numbered years during the term of this franchise, which revised Franchise Fee shall become effective on the next succeeding January 1, following notification. Provided, however, that the maximum amount of the Franchise Fee shall be five percent (5%) of the gross Revenues collected within the Service Area. Notification to the consumer shall be given by the Town no less than thirty (30) days prior to January 1, the effective date of the scheduled increase. All expenses associated with notification shall be paid entirely by the Town.

## ARTICLE 10

### ADMINISTRATION

- 10.1 Duration of Franchise. This Ordinance shall be in full force and effect from and after its passage as by law required and the conditions, terms, and provisions herein shall remain in full force and effect for a period of 10 years from and after such enactment.
- 10.2 Temporary Extension of Franchise. Prior to the expiration of this Franchise, should the parties desire to renew the terms and conditions of this Franchise or execute a new Franchise, but have not yet done so, the parties may temporarily extend the terms and conditions of this Franchise by written agreement for a period of not longer than 180 days from such date of expiration. During such extension, all provisions of the Franchise shall continue in effect as if the Franchise had not expired.
- 10.3 Amendments. At any time during the term of this Franchise, the Town through its Council, or the Company, may propose amendments to this Franchise by giving 30 days written notice to the other party of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, shall within a reasonable time,

negotiate in good faith in an effort to agree upon a mutually satisfactory amendment(s). No amendment(s) to this Franchise shall be effective until mutually agreed upon by the Town and the Company and until all public notice requirements pursuant to Colorado statutes, and ordinance requirements of the Town, have been met. This section shall not apply to Franchise Fee changes under Article 9.

- 10.4 Revocation of Privileges by Condemnation. In the event, at any time during the term of this Franchise, the Town shall condemn any of the Facilities of the Company within the Service Area, and thereby revoke all or any part of the privilege and authority herein granted to the Company to serve the Residents of the Service Area, then and in such event the Town shall pay to the Company just compensation as provided by the laws of the State of Colorado for such rights and Facilities by reason of such condemnation.
- 10.5 Compliance Impaired. Both the Company and the Town recognize there may be circumstances whereby compliance with the provisions of this Franchise is impossible or is delayed because of circumstances beyond the Company's or Town's control. In those instances, the Company or Town shall use its best efforts to comply in a timely manner and to the extent possible.
- 10.6 Company's Failure to Perform. It is agreed that in case of the failure of the Company to perform and carry out any of the conditions, terms and provisions herein set forth in any substantial particular, wherein such failure is within the Company's control and with respect to which redress is not otherwise herein provided, the Town, acting through its Council, may, after hearing, determine such substantial failure; and, thereupon, after notice given the Company of such failure, the Company may have a reasonable time, not less than 90 days, unless otherwise agreed by parties, in which to remedy the conditions respecting which such notice shall have been given. After the expiration of such time and the failure to correct such conditions, the Council shall determine whether any or all rights and privileges granted the Company under this ordinance shall be forfeited and may declare this Franchise null and void.
- 10.7 Ownership of Facilities. All Facilities used or placed by the Company either within or outside the Service Area shall be and remain the property of the Company.
- 10.8 Transfer of Rights. The Company shall not transfer or assign any rights under this Franchise to a third party, excepting only corporate reorganizations of the Company not including a third party, unless the Town shall approve in writing such transfer or assignment. Approval of the transfer or assignment shall not be unreasonably withheld.
- 10.9 Removal of Facilities. Upon the expiration of this Franchise, if thereafter the Company Facilities shall not be used for electric, telephone, or cable TV purposes for a period of 12 successive months, the Town shall have the option of having the Company remove such Facilities or claim such Facilities as its own. If the Town elects to have the Company remove the Facilities, it shall give written notice to the Company directing it to remove such Facilities, and the Company shall remove the same no later than 90 days after the date of such notice, unless the Company and the Town agree to a longer period within which removal shall occur. Any Facilities, either underground or overhead, remaining after such time that are not expressly claimed by the Town shall be deemed to have been abandoned. Any cost incurred by the Town in removing abandoned Facilities, and any liability associated with Facilities abandoned by the Company shall be the liability of the Company. For any Facilities claimed by the Town, any liability associated with such Facilities shall become the liability of the Town.

- 10.10 Non-renewal of Franchise (Alternative Electric Service). If this Franchise is not Renewed, or if it is declared null and void, or the Company terminates any service provided for herein for any reason, and the Town has not provided for alternative electric service to the Residents of the Service Area, the Company shall not remove its Facilities and shall be obligated to continue electric service to the Residents until alternative electric service is provided. The Company will not withhold any temporary services necessary to protect the public.

## ARTICLE 11

### COMMUNITY ENHANCEMENT FUND

- 11.1 Purpose. The Company is committed to programs designed to make a difference in people's lives and the communities in which they reside. The Company will voluntarily make monetary resources available to the Town for such programs and/or activities. Programs for which such funds shall be spent shall be limited to (1) beautification projects, (2) energy conservation projects, (3) equipment and technology upgrades for schools, (4) scholarship funds, (5) acquisition of open space and/or park land and development thereof, (6) sponsorship of special community events and (7) undergrounding of overhead electric and other utility lines. Funds made available under this Article may be spent for other purposes only with the express written consent of the Company (8) Distributed energy resource projects, (9) Electric vehicle charging infrastructure, (10) Participation in the Renewable Energy Purchase Program.
- 11.2 Payments to the Fund. The Company shall make annual payments to the fund equal to one percent (1%) of its prior year's Revenues, prorated for the portions of the months at the beginning and end of the term of this Franchise, collected from the sale, of electricity within the Service Area, or \$2,000, whichever amount is greater. Said payments shall be made into the fund no later than February 15<sup>TH</sup> of the year subsequent to the year in which the gross revenues are received by the Company.
- 11.3 The Fund. The fund established by the Company shall be maintained in a bank account in the name of the Town, but shall be maintained separately from all other funds and accounts held by the Town.
- 11.4 Payments from the Fund. All payments from the fund shall be for projects described in Section 11.1 hereof. Prior to any such expenditure, authorization to withdraw from the fund shall be given by resolution or ordinance duly enacted by the Council, and such resolution or ordinance shall clearly describe the nature and purpose of the project for which the expenditure is made. Prior to any expenditure, the Town shall notify the Company of its intended use of the funds. Unless the Company objects, in writing, prior to such expenditure, the Company shall have waived its right to object in the future if the funds are expended for the use identified in the notice.
- 11.5 Audits. The Town may audit the Company's books for the limited purpose of determining the Revenues being collected within the Town at any reasonable time and with reasonable prior notice. The Company may audit the fund account, expenditures from the fund and resolutions and ordinances authorizing such expenditures at any reasonable time and with reasonable prior notice.
- 11.6 Forfeiture of Enhancement Funds. The Company shall have the express right to temporarily suspend or terminate in full its annual contributions to the Enhancement Fund if it is determined that funds allocated and paid to the Town are being, or have



been, misappropriated, administered with bias or discrimination or for other inappropriate actions.

- 11.7 Advancement of Fund. The Company shall consider advances of funds, subject to the provisions of this section, for all projects that specifically involve undergrounding of overhead lines or projects acceptable to the Company which are related to the Company's existing Facilities. The Town shall make all reasonable attempts to plan and budget use of the Fund without advancement of future Funds. However, if the Town requests and the Company and the Town agree that it is in the mutual interest of both, the Company shall anticipate Fund amounts to be available for up to three (3) years in advance. Both parties shall enter into a special agreement concerning the advanced Funds. Any amounts advanced shall be credited against amounts to be expended in succeeding years until such advances are eliminated.
- 11.8 TABOR Compliance Issue. The Community Enhancement Fund described in this Article is a program that has been initiated solely by the Company. This Town has not made the program a requirement for granting of a franchise to the Company. Funding for this program is not a cost of doing business, but is a voluntary contribution by the Company and is intended to be and shall be considered to be a gift or grant within the meaning of Article X, Section 20, of the Constitution of the State of Colorado for purposes of determining compliance by the Town with such constitutional provisions.

## ARTICLE 12

### UNDERGROUNDING

- 12.1 At Consumer's Request. If a customer(s) within the Town should request that new Facilities be installed underground or for the conversion of existing overhead electrical facilities of the Company to underground facilities or if Town ordinances or resolutions require a customer(s) to install Company facilities underground, the Company shall proceed in accordance with its Electric Service Tariffs, Rules and Regulations or other customary practices, as each may from time to time be amended.
- 12.2 Town Requested Undergrounding. Except for the Company's contributions to the Community Enhancement Fund, which may be used by the Town to pay for the undergrounding of the Company's overhead electric facilities, any request, requirement imposed by resolution or ordinance, or other communication from the Town to the Company, asking, or requiring the Company to underground its new electrical facilities or its existing overhead electric facilities, or move, remove, or replace its existing underground electrical facilities, shall be responded to in accordance with the provisions of the Company's Electric Service Tariffs, Rules and Regulations or other customary practices, as such may from time to time be amended.
- 12.3 Relocation of Underground Facilities. No provision contained in this Article shall be construed to obligate the Company to pay for the removal and relocation of its underground electric facilities where such is at the request or demand of a person, or a public or private entity under circumstances which require the party requesting or demanding such to pay for the relocation under other provisions hereof or under the provisions of the Company's Electric Service Tariffs, Rules and Regulations or other customary practice in use by the Company, as such may be from time to time amended.
- 12.4 Governmental Mandates. This Franchise or the Town's Municipal Code, as either may be amended from time to time, shall not prohibit or limit the Company's right to enforce

its collection of any cost increase caused by governmental mandate in accordance with the provisions of the Company's Electric Service Tariffs, Rules and Regulations, or other customary practices of the Company, as such may be from time to time amended.

**ARTICLE 13**  
**MISCELLANEOUS**

- 13.1 Changes in Utility Regulation. In the event new legislation materially affects the terms and conditions of this Franchise Ordinance, the parties agree to renegotiate the affected terms and conditions in good faith as an amendment hereto. The parties hereto acknowledge that regulatory and legislative changes in the electric utility, gas utility and other energy industries are currently being discussed nationwide and statewide; that some changes in utility industry sectors have already been implemented; and that other changes may be made in the future, during the term of this Franchise. The parties agree, that insofar as future changes in the utility laws will allow, the Company shall always retain the right to bill customers for utility transportation services and energy sales within the Service Area if it is the provider of either the energy product or the transportation of such product. The parties agree that this will provide the most efficient and convenient utility service to the Residents of the Service Area and provide assurance to the Town of franchise fee collection for each component charged for the sale and delivery of energy products within the Service Area.
- 13.2 Successors and Assigns. The rights, privileges, franchises and obligations granted and contained in this Ordinance shall inure to the benefit of and be binding upon the Company, its successors and assigns.
- 13.3 Representatives. Both parties shall designate from time to time in writing representatives to act as franchise agents for the Company and the Town. Such will be the persons to whom notices shall be sent regarding any action to be taken under this Ordinance. Notice shall be in writing and forwarded by certified mail or hand delivery to the persons and addresses as hereinafter stated, unless the persons and addresses are changed at the written request of either party. Until any such change shall hereafter be made, notices shall be sent to the Town Manager and to the Company's Chief Executive Officer. Currently the addresses for each are as follows:

Town:  
Town Manager  
Town of Minturn  
P.O. Box 309 302 Pine Street  
Minturn, CO 81645-0309

Company:  
Chief Executive Officer  
Holy Cross Energy  
P.O. Box 2150  
Glenwood Springs, CO 81602-2150

- 13.4 Severability. Should any one or more provisions of this Franchise be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective;



provided, however, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft provisions that will achieve the original intent of stricken provisions.

- 13.5 Entire Agreement. This Franchise constitutes the entire agreement of the parties. There have been no representations made other than those contained in this Franchise.

#### **ARTICLE 14**

##### **APPROVAL**

- 14.1 Town Approval. This grant of Franchise shall not become effective until approved by the Town in accordance with its ordinances and the statutes of the State of Colorado.
- 14.2 Company Approval. The Company shall file with the Town Clerk its written acceptance of this Franchise and of all its terms and provisions within 15 business days after the final adoption of this Franchise by the Town. The acceptance shall be in the form and content approved by the Town Attorney. If the Company shall fail to timely file its written acceptance as herein provided, this Franchise shall become null and void.

**INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEB SITE THE 4<sup>TH</sup> DAY OF AUGUST, 2021. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 18<sup>TH</sup> DAY OF AUGUST, 2021 AT 5:30 p.m. AT THE MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.**

**TOWN OF MINTURN, COLORADO**

\_\_\_\_\_  
**John Widerman, Mayor**

**ATTEST:**

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

**THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE ENACTED ON THIRD READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEB SITE THIS 18<sup>TH</sup> DAY OF AUGUST, 2021.**

**TOWN OF MINTURN, COLORADO**

\_\_\_\_\_  
**John Widerman, Mayor**

**ATTEST:**

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

**Holy Cross Energy**

\_\_\_\_\_  
**Chief Executive Officer**

\_\_\_\_\_  
**Date**

*Glenwood Springs – Main Office*  
201 14<sup>th</sup> Street, Suite 200  
P. O. Drawer 2030  
Glenwood Springs, CO 81602

*Aspen*  
323 W. Main Street  
Suite 301  
Aspen, CO 81611

*Montrose*  
1544 Oxbow Drive  
Suite 224  
Montrose, CO 81402

Office: 970.945.2261  
Fax: 970.945.7336  
*\*Direct Mail to Glenwood Springs*

DATE: July 30, 2021  
TO: Minturn Town Council  
FROM: Karp Neu Hanlon, P.C.  
RE: Electronic Participation Policy Ordinance

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At the June 2 meeting, Council adopted a new Electronic Participation Policy by Resolution No. 17, Series 2021. As discussed in earlier Council direction discussion, this conflicts with existing Municipal Code provisions. This Ordinance will repeal the existing Sec. 2-2-50 - Telephonic and electronic participation in meetings – and provides that Council can adopt policies on the topic, which has already occurred.

**TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 06 – SERIES 2021**

**AN ORDINANCE OF THE TOWN OF MINTURN,  
COLORADO PROVIDING FOR THE REPEAL OF  
SECTION 2-2-50 OF THE MINTURN MUNICIPAL CODE  
AND ADOPTION OF AN ELECTRONIC PARTICIPATION  
POLICY.**

**WHEREAS**, the Town of Minturn (“Town”) is a Colorado home rule municipality organized pursuant to Article XX of the Colorado Constitution and with the authority of the Town of Minturn Home Rule Charter for which the Minturn Town Council (“Town Council”) is authorized to act; and

**WHEREAS**, by Resolution No. 17, Series 2021 the Town Council adopted an Electronic Participation Policy for all public meetings in the Town; and

**WHEREAS**, Resolution No. 17, Series 2021 conflicts with Minturn Municipal Code Section 2-2-50; and

**WHEREAS**, the Minturn Town Council finds and believes that it is necessary and proper to amend the Minturn Municipal Code to repeal the Code provisions in conflict with the Electronic Participation Policy.

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

SECTION 1. The foregoing recitals are incorporated herein as if set forth in full.

SECTION 2. Section 2-2-50 of the Minturn Municipal Code - Telephonic and electronic participation in meetings – is hereby repealed and replaced with the text set forth below.

Sec. 2-2-50 – Electronic Participation Policy.

The Town Council may by resolution adopt policies regarding electronic participation in public meetings in accordance with this Code.

**INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THE 4<sup>th</sup> DAY OF AUGUST, 2021. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 18<sup>TH</sup> DAY OF AUGUST, 2021 AT 5:30p.m. AT THE MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.**

**TOWN OF MINTURN, COLORADO**

\_\_\_\_\_  
**John Widerman IV, Mayor**

**ATTEST:**

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

**THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE ENACTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEB SITE THIS 18<sup>TH</sup> DAY OF AUGUST, 2021.**

**TOWN OF MINTURN, COLORADO**

\_\_\_\_\_  
**John Widerman IV, Mayor**

**ATTEST:**

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



To: Mayor and Council  
 From: Michelle Metteer  
 Date: August 4, 2021  
 Agenda Item: Minturn Water Rates

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**REQUEST:** Consideration for adding two new categories/charges to the Minturn Water Rate structure; Irrigation & Sprinkler.

**INTRODUCTION:**

After two Council meetings discussing Minturn water infrastructure, consumptive use and legal limitations the Minturn Town Council directed staff at the July 21, 2021 Council meeting to provide a recommendation on curbing outdoor water use through water rates. This initial recommendation is meant to address outdoor water use by the most consumptive water users only and NOT be an additional cost burden to the majority of Minturn residents.

**ANALYSIS:**

Included with this memo is the June breakout of Minturn water use by account. All account numbers and names have been removed for confidentiality purposes. As you will see, the vast majority of Minturn residents use less than 10K gallons/month in the summertime. In the wintertime this average goes down to approximately 4K gallons/month.

Also include with this memo is the water rate structures for Minturn, ERWSD and UERWA. You'll see a glaring difference in that Minturn does not currently have a breakout for Irrigation Usage or Sprinkler Usage (typically irrigation usage is water use with no structure associated, whereas sprinkler usage typically includes a structure that is associated with a base rate).

Given the goal of curbing outdoor water use, staff has determined an initial first step is to implement a tiered irrigation and sprinkler rate structure. This would be very similar to the ERWSD/UERWA model except start with Minturn's base rate of \$6.83. The recommended Minturn irrigation and sprinkler rate structures are as follows:

IRRIGATION USAGE RATES (NO STRUCTURE)		SPRINKLER USAGE RATES	
SFE factor based on meter size/kgal		(SFE based on associated structure)/kgal	
Tier 1 (0-8)	\$10.24	Tier 1 (0-20)	\$10.24
Tier 2 (8-16)	\$15.36	Tier 2 (21-30)	\$15.36
Tier 3 (16-24)	\$23.05	Tier 3 (31-40)	\$23.05
Tier 4 (24-32)	\$34.58	Tier 4 (more than 40)	\$34.58
Tier 5 (more than 32)	\$51.86		

To put this in perspective, from the "Minturn June Water Use by Account" you can see .5% (two accounts) of the Minturn water accounts are using 20% of the total water consumed in a month by the entire town. Again, this approach is aimed at curbing outdoor water use with the least effect to the majority of Minturn residents and businesses.

**COMMUNITY INPUT:** Ongoing

**BUDGET / STAFF IMPACT:** Tbd

**STRATEGIC PLAN ALIGNMENT:**

Long-term stewardship of the natural beauty and health of Minturn’s environment

Sustain and invest in the things that define Minturn as a proud, sturdy mountain town to “keep Minturn Minturn”

**RECOMMENDED ACTION OR PROPOSED MOTION:** Council to approve the implementation of outdoor watering rates (irrigation and sprinkler) as proposed starting for the September billing month.

**ATTACHMENTS:**

- 2021 Minturn Water Rates
- 2021 ERWSD Water Rates
- 2021 UERWA Water Rates
- Minturn June Water Use by Month
- Resolution 27 – Series 2021

## Minturn 2021 Rates

Water Service Base Charge/SFE		Water Usage Rates (per kgal)	
Residential Base Rate	\$ 90.41	Per 1,000 gallons	\$ 6.83
Commercial Base Rate	\$ 90.41		
Senior Citizen Base Rate	\$ 67.81		
Residential Base Rate (out of town)	\$ 135.62		
Debt Service Rate	\$ 7.81		
Water Base Portion of Bill per SFE		Trash Service	
<b>Water Base Portion of Bill per SFE</b>	<b>\$ 98.22</b>	Residential Trash (Includes 1 can)	\$ 33.96
<b>Water Base Portion of Bill per SFE (Seniors)</b>	<b>\$ 75.62</b>	Senior Trash	\$ 25.47
		Additional Trash Can (+1)	\$ 10.00
Wastewater Service Base Charge/SFE		Sprinkler	
Base Service Rate (min charge 5 kgal)	\$ 30.00	Per 1,000 gallons	\$ 6.83
<i>Additional Winter Averaging Charge (per kgal)</i>	<i>\$ 6.00</i>		
Debt Service 2017 Bonds	\$ 2.77		
Debt Service 2020(A&B) Bonds	\$ 7.89		
Capital Replacement Program	\$ 1.00		
<b>Wastewater Base Portion of Bill per SFE</b>	<b>\$ 41.66</b>		



## ERWSD 2021 Rates

Water Service Base Charge/SFE		Water Usage Rates per kgal/Tier/SFE	
Base Rate Per SFE	\$ 18.26	Tier 1 (0-8)	\$ 3.08
Debt Service 2017 Bonds	\$ 6.44	Tier 2 (8-16)	\$ 5.39
Debt Service 2019 Bonds	\$ 2.28	Tier 3 (16-24)	\$ 9.77
Capital Replacement Program	\$ 5.93	Tier 4 (24-32)	\$ 14.68
<b>Water Base Portion of Bill per SFE</b>	<b>\$ 32.91</b>	Tier 5 (more than 32)	\$ 22.02
Wastewater Service Base Charge/SFE			
Base Service Rate (min charge 5 kgal)	\$ 30.00		
Additional Winter Averaging Charge (per kgal)	\$ 6.00		
Debt Service 2017 Bonds	\$ 2.77		
Debt Service 2020(A&B) Bonds	\$ 7.89		
Capital Replacement Program	\$ 1.00		
<b>Wastewater Base Portion of Bill per SFE</b>	<b>\$ 41.66</b>		

### *Outdoor Usage - Updated 06/03/21*

Irrigation Usage Rates (no structure)		Irrigation Usage Rates (coverage based)	
<i>SIR (SFE factor based on meter size)/kgal</i>		<i>SIC (SFE factor calculated from irrigated sq.ft.)/kgal</i>	
Tier 1 (0-8)	\$ 5.39	Tier 1 (max 81 kgal)	\$ 6.52
Tier 2 (8-16)	\$ 9.77	Tier 2 (82-162 kgal)	\$ 9.77
Tier 3 (16-24)	\$ 14.68	Tier 3 (163-216 kgal)	\$ 13.02
Tier 4 (24-32)	\$ 22.02	Tier 4 (217-270 kgal)	\$ 16.27
Tier 5 (more than 32)	\$ 33.03	Tier 5 (more than 270 kgal)	\$ 19.52
		<i>1 SFE for SIC rate is equivalent to 43,560 sq. ft of irrigated area</i>	
Sprinkler Usage Rates			
<i>SIR (based upon associated structure SFE) /kgal</i>			
Tier 1 (0-20)	\$ 5.39		
Tier 2 (21-30)	\$ 9.77		
Tier 3 (31-40)	\$ 14.68		
Tier 4 (more than 40)	\$ 22.02		

### *Construction Usage*

Temporary/Suspended Service Charges & Rates (Per SFE)		Seasonal Fire Hydrant Use	
Water Service Base Charge	\$ 23.78	Hydrant and Meter Damage Deposit	\$ 2,500.00
Wastewater Service Base Charge	\$ 26.66	Meter Install/Removal Fee	\$ 144.00
<i>Water Usage Rates (per kgal)</i>		Weekly Meter Rental Fee	\$ 130.00
Tier 1 (0-8 kgal)	\$ 5.39	<i>Water Usage Rates</i>	
Tier 2 (8-16 kgal)	\$ 9.77	Tier 1 (0-15 kgal)	\$ 6.52
Tier 3 (16-24 kgal)	\$ 14.68	Tier 2 (16-30 kgal)	\$ 9.77
Tier 4 (24-32 kgal)	\$ 22.02	Tier 3 (more than 30 kgal)	14.68
Tier 5 (more than 32 kgal)	\$ 33.03	<i>Only available April 15 through October 15</i>	

## UERWA 2021 Rates

Water Service Base Charge (per SFE)	
Base Rate	\$ 20.77
Debt Service 2013 Bonds	\$ 3.19
Debt Service 2020(A&B) Bonds	\$ 4.54
Capital Replacement Program	\$ 3.96
<b>Water Base Portion of Bill per SFE</b>	<b>\$ 32.46</b>

Wastewater Service Base Charge (per SFE)	
Base Service Charge (min 5 kgal)	\$ 30.00
Additional Winter Averaging Charge (per kgal)	\$ 6.00
Debt Service 2017 Bonds	\$ 2.77
Debt Service 2020 (A&B) Bonds	\$ 7.89
Capital Replacement Program	\$ 1.00
<b>Wastewater Base Portion of Bill per SFE</b>	<b>\$ 41.66</b>

Water Usage Rates (per SFE)	
Tier 1 (0-8 kgal)	\$ 4.35
Tier 2 (8-16 kgal)	\$ 6.52
Tier 3 (16-24 kgal)	\$ 9.77
Tier 4 (24-32 kgal)	\$ 14.68
Tier 5 (more than 32 kgal)	\$ 22.02

(SFE X max kgal = allowable usage for each tier)

Town/Metro Base Charge (per SFE)	
Avon Water	\$3.25
Village at Avon Water	\$3.25

### **Outdoor Usage - Updated 06/03/21**

Irrigation Usage Rates (no structure)	
<i>SIR (SFE factor based on meter size)/kgal</i>	
Tier 1 (0-8 kgal)	\$ 6.52
Tier 2 (8-16 kgal)	\$ 9.77
Tier 3 (16-24 kgal)	\$ 14.68
Tier 4 (24-32 kgal)	\$ 22.02
Tier 5 (more than 32 kgal)	\$ 33.03

Irrigation Usage Rates (coverage based)	
<i>SIC (SFE factor calculated from irrigated sq.ft.)/kgal</i>	
Tier 1 (max 81 kgal)	\$ 6.52
Tier 2 (82-162 kgal)	\$ 9.77
Tier 3 (163-216 kgal)	\$ 13.02
Tier 4 (217-270 kgal)	\$ 16.27
Tier 5 (more than 270 kgal)	\$ 19.52

1 SFE for SIC rate is equivalent to 43,560 sq. ft. of irrigated area

Sprinkler Usage Rates	
<i>SIR (based upon associated structure SFE) /kgal</i>	
Tier 1 (0-20)	\$ 6.52
Tier 2 (21-30)	\$ 9.77
Tier 3 (31-40)	\$ 14.68
Tier 4 (more than 40)	\$ 22.02

### **Construction Usage**

Temporary/Suspended Service Charges & Rates (Per SFE)	
Water Service Base Charge	<b>\$ 22.08</b>
Wastewater Service Base Charge	<b>\$ 26.66</b>
<i>Water Usage Rates</i>	
Tier 1 (0-8 kgal)	\$ 6.52
Tier 2 (8-16 kgal)	\$ 9.77
Tier 3 (16-24 kgal)	\$ 14.68
Tier 4 (24-32 kgal)	\$ 22.02
Tier 5 (more than 32 kgal)	\$ 33.03

Seasonal Fire Hydrant Use	
Hydrant and Meter Damage Deposit	\$ 2,500.00
Meter Install/Removal Fee	\$ 144.00
Weekly Meter Rental Fee	\$ 130.00
<i>Water Usage Rates</i>	
Tier 1 (0-15 kgal)	\$ 6.52
Tier 2 (16-30 kgal)	\$ 9.77
Tier 3 (more than 30 kgal)	14.68

Only available April 15 through October 15

MINTURN JUNE WATER USE BY ACCOUNT

Acct Type	SFE	Sum of Jun	Acct Type	SFE	Sum of Jun	Acct Type	SFE	Sum of Jun
IRR		449	RES	1	14	RES	1	8
SPK		215	RES	1	14	RES	1	8
RES	7	92	RES	1	14	RES	1	8
RES	1	66	RES	1	14	RES	1	8
MIX	4.5	51	RES	1	14	RES	2	8
RES	8	47	RES	1	14	RES	2	8
RES	1	45	RES	1	14	RES	1	8
MIX	4.5	37	COM	10.3	14	RES	1	8
MIX	5.5	36	COM	6.8	13	RES	1	8
COM	3	35	RES	1	13	RES	1	8
COM	10.3	34	RES	1	13	RES	1	8
RES	2	34	RES	1	13	RES	1	8
COM	2.6	27	RES	1	13	RES	1	8
COM	3.6	26	RES	1	12	RES	1	8
RES	1	26	RES	1	12	RES	1	8
RES	1	25	COM	1.5	12	COM	10.3	8
COM	3.6	24	RES	2	12	RES	1	7
COM	1.5	23	RES	3	12	RES	1	7
RES	1	23	RES	1	12	RES	1	7
RES	1	22	RES	1	12	RES	1	7
RES	1.2	21	RES	1	12	RES	1	7
COM	1.5	21	RES	3	12	RES	1	7
RES	1	21	RES	1	12	RES	2	7
RES	1.2	21	RES	1	12	RES	2	7
RES	1	19	RES	1	11	RES	1	7
RES	1	19	COM	1.5	11	RES	1	7
RES	1	19	RES	2	11	RES	1	7
RES	1.7	18	MIX	2.5	11	RES	1	7
COM	1.5	18	RES	2	11	RES	1	7
RES	1	18	RES	1	10	RES	1	7
COM	1.5	18	RES	2	10	RES	2	7
COM	1.5	18	RES	1	10	RES	1	7
RES	1	18	RES	1	9	RES	2	7
RES	1.1	17	RES	1	9	RES	1	7
COM	5.8	17	RES	1	9	RES	1	7
RES	1	16	RES	1	9	MIX	2	7
SPK		16	RES	1	9	RES	1.5	7
RES	1	15	MIX	6.6	9	RES	2.1	7
RES	2	15	RES	1	9	RES	1	7
RES	1	15	RES	1	9	RES	1	7
RES	1	15	RES	1	9	RES	1	7
RES	2	14	RES	1	9	RES	2	7
RES	1	14	RES	1	9	RES	1	7
RES	1	14	RES	1	9	RES	1	6
RES	1.5	14	RES	1	9	RES	1	6
COM	1.5	14	COM	2.6	9	COM	1.5	6

MINTURN JUNE WATER USE BY ACCOUNT

Acct Type	SFE	Sum of Jun		Acct Type	SFE	Sum of Jun		Acct Type	SFE	Sum of Jun
RES	1	6		RES	1	5		RES	1	4
RES	2	6		RES	1	5		RES	1	4
RES	1	6		RES	1	5		RES	1	4
RES	1	6		RES	3	5		RES	1	4
RES	1	6		RES	1	5		MIX	2.5	4
RES	1	6		RES	2	5		RES	1	3
RES	1	6		RES	1	4		RES	1	3
RES	2.1	6		RES	1	4		RES	1	3
RES	1	6		RES	1	4		RES	1	3
RES	1	6		RES	1	4		RES	1	3
RES	1	6		RES	1	4		RES	1	3
RES	1	6		RES	1	4		RES	1	3
RES	1	6		RES	1	4		RES	1	3
RES	1	6		COM	1.5	4		RES	1	3
RES	1	6		RES	1	4		RES	1	3
RES	1	6		RES	1	4		RES	1	3
RES	1	6		MIX	3.9	4		RES	1	3
RES	1	6		RES	1	4		RES	1	3
RES	1	6		RES	1	4		RES	1	3
RES	1	6		RES	1	4		RES	1	3
RES	1	6		RES	1	4		RES	1	3
MIX	2.8	6		RES	1	4		RES	1	3
MIX	2.5	6		RES	1	4		RES	1	3
RES	1	6		RES	1	4		RES	1	3
RES	1	5		RES	1	4		RES	1	3
RES	1	5		COM	1.5	4		RES	1	3
MIX	3.5	5		RES	1	4		RES	2	3
RES	1	5		RES	1	4		RES	1	3
RES	1	5		RES	1	4		RES	1	3
RES	1	5		RES	1	4		RES	1	3
RES	1	5		RES	1	4		RES	1	3
RES	1	5		RES	1	4		RES	1	3
RES	1	5		RES	1	4		RES	1	3
RES	1	5		RES	1	4		RES	1	3
RES	1	5		COM	1.5	4		RES	1	3
RES	1	5		RES	1	4		MIX	2.5	3
RES	1	5		RES	1	4		RES	1	3
RES	1	5		RES	1	4		RES	1	3
COM	2.6	5		RES	1	4		RES	1	3
RES	1	5		RES	1	4		RES	1	3
RES	1	5		RES	1	4		RES	1	3
RES	1	5		RES	1	4		RES	1	3
RES	1	5		RES	1	4		RES	1	3
RES	1	5		RES	1	4		RES	2	3
RES	1	5		RES	1	4		MIX	2	3
RES	1.5	5		RES	1	4		RES	1.2	3
RES	1	5		RES	1	4		RES	1	3
RES	1	5		RES	1	4		RES	1.3	3
RES	1	5		RES	1	4		RES	1.5	2
RES	1	5		RES	1	4		RES	2	2
RES	1	5		RES	1	4		RES	1	2
RES	1	5		RES	1	4		RES	1	2



**TOWN OF MINTURN, COLORADO  
RESOLUTION NO. 27 – SERIES 2021**

**A RESOLUTION SETTING AND APPROVING WATER  
FEES FOR THE TOWN OF MINTURN, COLORADO  
EFFECTIVE AUGUST 1, 2021**

**WHEREAS,** The Town of Minturn reviews and approves such fees by Resolution annually and as necessary, and;

**WHEREAS,** The fees have been set for the Enterprise Fund and it is the desire of the Council to modify those established rates to better conform with the needs of the Enterprise Capital Improvement Plan schedule.

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

Section 1.

The following fees are hereby set and adopted as follows effective September 1, 2021 based on August 2021 water use:

IRRIGATION USAGE RATES (NO STRUCTURE)		SPRINKLER USAGE RATES	
SFE factor based on meter size/kgal		(SFE based on associated structure)/kgal	
Tier 1 (0-8)	\$10.24	Tier 1 (0-20)	\$10.24
Tier 2 (8-16)	\$15.36	Tier 2 (21-30)	\$15.36
Tier 3 (16-24)	\$23.05	Tier 3 (31-40)	\$23.05
Tier 4 (24-32)	\$34.58	Tier 4 (more than 40)	\$34.58
Tier 5 (more than 32)	\$51.86		

Section 2.

All other rates previously adopted for the Fiscal Year 2021 will remain unchanged.

Section 3.

In the event of a conflict between the fees, rates and charges listed in Appendix A and the Text of any individual section of the Town Code, the provisions of The Minturn Municipal Code shall control.

**INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED  
THIS 4<sup>th</sup> DAY OF AUGUST, 2021**

ATTEST:

\_\_\_\_\_  
JOHN WIDERMAN, MAYOR

\_\_\_\_\_  
JAY BRUNVAND, TOWN CLERK



To: Mayor and Council  
From: Michelle Metteer  
Date: August 4, 2021  
Agenda Item: Outdoor Watering Restrictions

---

**REQUEST:** Consideration for imposing outdoor watering restrictions beginning August 15, 2021.

**INTRODUCTION:**

After two Council meetings discussing Minturn water infrastructure, use and legal limitations the Minturn Town Council directed staff at the July 21, 2021 Council meeting to provide a recommendation on outdoor watering restriction options. The Minturn Municipal Code addresses the need for water use restrictions which are outlined below.

**ANALYSIS:**

**Sec. 13-2-130. - Water use restrictions; emergency restrictions.**

- (a) Water shall be used only for beneficial purposes and shall not be wasted. Any instance of flagrant runoff or waste, including but not limited to any installation or use of "bleeding lines," will be considered a violation of these water use restrictions and subject to the penalties provided for in Subsection (e) below. Water for irrigation of lawns and other outside uses shall be used pursuant to any other regulations of the Town.
- (b) The Town recognizes that certain conditions may exist when water supply is temporarily limited.
  1. If conditions so limit the water supply available to the Town's water system that unrestricted water use may endanger the adequacy of that supply, the Town Council, exercising its sole discretion in the protection of the public health, safety and welfare, may, by resolution, adopt the emergency water use restrictions in this Subsection and such other or additional regulations and restrictions as are reasonably calculated to conserve and protect the water supply and to ensure a regular flow of water through the system.
  2. Emergency water use regulations and restrictions shall remain in force and effect until the Town Council determines that the conditions requiring their imposition no longer exist.
  - (3) Subsequent to adoption by resolution of the Town Council and commencing June 1, and continuing through September 30, **no water shall be used for lawn irrigation or other purposes outside the water-using unit, except as follows:**
    - a. **Water-using units with even-numbered addresses may use irrigation water on Sundays, Wednesdays and Fridays.**
    - b. **Water-using units with odd-numbered addresses may use irrigation water on Tuesdays, Thursdays and Saturdays.**
    - c. **No outside irrigation shall occur between the hours of 10:00 a.m. and 5:00 p.m.**
    - d. Swimming pools will be limited to one (1) filling, unless draining for repairs is necessary.
    - e. No irrigation shall be permitted at any time by use of free-running hose without nozzle or sprinkler.



- f. Nothing herein shall prevent the imposition of a total ban on outside water use in the event of an extreme emergency, nor to further create an exception to meet a specific water supply condition.
- (c) Any unauthorized use of water shall be paid for at the same rate as if that use had been authorized, together with the costs incurred by the Town in discovering and collecting for the unauthorized use. Such payments shall not in any way affect the right of the Town to disconnect or suspend water service to any customer for unauthorized use, or to charge additional penalties or pursue such other remedies as may be authorized by law or approved by the Town Council; nor shall such payments affect any criminal liability which may have attached by reason of such unauthorized use.
- (d) The Town may require that seals be attached to any water-using system in or about a customer's water-using unit, in order to detect any unauthorized use of water from that system. If necessary, the Town may also require that mechanical devices be attached to any water-using system in or upon a customer's water-using unit, in order to detect any unauthorized use of water from such system. Such mechanical devices may be inspected, on behalf of the Town, at any reasonable time.
- (e) Waste of water or the violation of any water use regulation shall be considered grounds for the disconnection or suspension of water service to any customer, or water-using unit. The customer shall be responsible for complying with the regulations and/or restrictions, and violators of said regulations and/or restrictions will be subject to fines imposed by the Town and possible disconnection and/or suspension of water service.

**COMMUNITY INPUT:** Ongoing

**BUDGET / STAFF IMPACT:** TbD

**STRATEGIC PLAN ALIGNMENT:**

Practice fair, transparent and communicative local government

Long-term stewardship of the natural beauty and health of Minturn's environment

Sustain and invest in the things that define Minturn as a proud, sturdy mountain town to "keep Minturn Minturn"

**RECOMMENDED ACTION OR PROPOSED MOTION:** Council to approve the implementation of outdoor watering restrictions as identified in the Minturn Municipal Code starting August 15<sup>th</sup>.

**ATTACHMENTS:** Resolution 26 – Series 2021



**TOWN OF MINTURN, COLORADO  
RESOLUTION NO. 26 – SERIES 2021**

**AN RESOLUTION OF THE TOWN OF MINTURN,  
COLORADO IMPOSING OUTDOOR WATERING  
RESTRICTIONS WITHIN THE TOWN OF MINTURN**

**WHEREAS**, the Town of Minturn (“Town”) is a legal and political subdivision of the State of Colorado for which the Minturn Town Council (“Town Council”) is authorized to act; and

**WHEREAS**, The Town of Minturn has specific legal limitations on the amount of water that can be diverted or otherwise used throughout the year; and,

**WHEREAS**, The Town of Minturn’s water use as set forth within our various legal water rights is affected during low stream flow and otherwise as affected by drought conditions; and,

**WHEREAS**, Minturn desires that landowners and developers understand that they in times of low streamflow and drought conditions our precious water resources should be curbed to inside use; and

**WHEREAS**, Section 13-2-130 of the Minturn Municipal Code allows for the imposition of outdoor water use restrictions; emergency restrictions; and,

**WHEREAS, Sec. 13-2-130. - Water use restrictions; emergency restrictions.**

- (a) Water shall be used only for beneficial purposes and shall not be wasted. Any instance of flagrant runoff or waste, including but not limited to any installation or use of "bleeding lines," will be considered a violation of these water use restrictions and subject to the penalties provided for in Subsection (e) below. Water for irrigation of lawns and other outside uses shall be used pursuant to any other regulations of the Town.
- (b) The Town recognizes that certain conditions may exist when water supply is temporarily limited.
  - 1. If conditions so limit the water supply available to the Town's water system that unrestricted water use may endanger the adequacy of that supply, the Town Council, exercising its sole discretion in the protection of the public health, safety and welfare, may, by resolution, adopt the emergency water use restrictions in this Subsection and such other or additional regulations and restrictions as are reasonably calculated to conserve and protect the water supply and to ensure a regular flow of water through the system.
  - 2. Emergency water use regulations and restrictions shall remain in force and effect until the Town Council determines that the conditions requiring their imposition no longer exist.
  - 3. Subsequent to adoption by resolution of the Town Council and

commencing June 1, and continuing through September 30, no water shall be used for lawn irrigation or other purposes outside the water-using unit, except as follows:

a. **Water-using units with even-numbered addresses may use irrigation water on Sundays, Wednesdays and Fridays.**

b. **Water-using units with odd-numbered addresses may use irrigation water on Tuesdays, Thursdays and Saturdays.**

c. **No outside irrigation shall occur between the hours of 10:00 a.m. and 5:00 p.m.**

d. Swimming pools will be limited to one (1) filling, unless draining for repairs is necessary.

e. No irrigation shall be permitted at any time by use of free-running hose without nozzle or sprinkler.

f. Nothing herein shall prevent the imposition of a total ban on outside water use in the event of an extreme emergency, nor to further create an exception to meet a specific water supply condition.

- (c) Any unauthorized use of water shall be paid for at the same rate as if that use had been authorized, together with the costs incurred by the Town in discovering and collecting for the unauthorized use. Such payments shall not in any way affect the right of the Town to disconnect or suspend water service to any customer for unauthorized use, or to charge additional penalties or pursue such other remedies as may be authorized by law or approved by the Town Council; nor shall such payments affect any criminal liability which may have attached by reason of such unauthorized use.
- (d) The Town may require that seals be attached to any water-using system in or about a customer's water-using unit, in order to detect any unauthorized use of water from that system. If necessary, the Town may also require that mechanical devices be attached to any water-using system in or upon a customer's water-using unit, in order to detect any unauthorized use of water from such system. Such mechanical devices may be inspected, on behalf of the Town, at any reasonable time.
- (e) Waste of water or the violation of any water use regulation shall be considered grounds for the disconnection or suspension of water service to any customer, or water-using unit. The customer shall be responsible for complying with the regulations and/or restrictions, and violators of said regulations and/or restrictions will be subject to fines imposed by the Town and possible disconnection and/or suspension of water service; and

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

SECTION 1. The foregoing recitals are incorporated herein as if set forth in full.

SECTION 2. The Town of Minturn will implement restrictions of outdoor watering as identified in Municipal Code Sec. 13-2-130 beginning August 15, 2021.

**INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED THIS 4<sup>th</sup> DAY OF AUGUST, 2021.**

TOWN OF MINTURN:

By: \_\_\_\_\_  
John Widerman, IV, Mayor

ATTEST:

\_\_\_\_\_  
Jay Brunvand, Town Clerk



To: Mayor and Council  
From: Michelle Metteer  
Date: August 4, 2021  
Agenda Item: Q2 Quarterly Update

---

**REQUEST:** Review, discussion and direction.

**INTRODUCTION:**

Staff has been trying to find the most effective method of providing updates on staff progress toward strategic plan goals as well as general operations. This Q2 Quarterly Update is a new approach to providing this update. Staff seeks direction from Council regarding the effectiveness of this update as a communication tool for the public and Council.

**ANALYSIS:**

There are a variety of ways updates can be provided. After discussion on the Manager's ListServe, this format seems optimal for communicating with both the public and the Council.

**COMMUNITY INPUT:** Ongoing

**BUDGET / STAFF IMPACT:** TbD

**STRATEGIC PLAN ALIGNMENT:**

[Practice fair, transparent and communicative local government](#)

**RECOMMENDED ACTION OR PROPOSED MOTION:** Council to provide feedback and direction pertaining to this version of the Quarterly Update.

**ATTACHMENTS:** 2021 Q2 Quarterly Update





# TOWN OF MINTURN QUARTERLY REPORT Q2 2021

Photo by Robert Stookey  
@rstookey

August 4, 2021



# QUARTERLY REPORT TABLE OF CONTENTS



## TABLE OF CONTENTS

TOWN MANAGER	3
PLANNING	4
FINANCE	5
TOWN CLERK	6
PUBLIC WORKS	7
GRANTS	8
EVENTS	9

## TOWN OF MINTURN QUARTERLY REPORT\* Q2 2021

*\*The Quarterly Report is created to provide the Minturn community with an update of Town operations and the execution of the Strategic Plan.*

## Strategic Plan Summary

Since its inception in 1904, Minturn has been a resilient and proud mountain town that full-time, working-class residents call home. With the closing of the Gilman mine and the decommissioning of the rail-lines, **Minturn has new opportunity within the mountain resort economy.** Today, **having an ideal location as a valley-wide intersection,** Minturn embraces the “basecamp position” geographically within the Eagle County region.

Core to Minturn’s values is its **strong identity as a small mountain-town community.** In the Colorado Rockies, sandwiched between two world-class resorts, this value requires maintaining **principles** and a **desire to lead by example.** Through a **willingness to confront issues while maintaining high standards in following the public process,** Minturn will work to stay true to this core value.

The Town is committed to providing a respectful and responsive government that follows a solutions-based approach rooted in the municipal code. To sustain community **trust,** we strive to follow a consistent **public process** in all areas of municipal government.

Town of Minturn staff and elected officials will **support activities outlined in this strategic plan and work toward sustaining a great mountain town** by taking a **proactive approach** to municipal government. With an **engaged community** and a **safe, family-friendly environment,** Minturn endeavors to remain one of the **last great mountain towns.**

### Mission:

“In collaboration with our community, foster the authentic small town character that is Minturn.”

### Vision:

“Lead Minturn to long-term viability while preserving its unique character and genuine mountain town community.”

### True North:

“Leverage Minturn’s assets to benefit and maintain our funky, proud, uniquely classic mountain town where people grow roots through creating opportunities and community engagement.”\* \*Keeping in mind we are Minturn





# QUARTERLY REPORT ADMINISTRATION



## TOWN MANAGER

- Executed the State Revolving Fund (SRF) loan application for \$3M toward the construction of two new water tanks.
- Submitted a CDOT Revitalizing Main Streets grant application in the amount of \$1.6M toward the construction of sidewalks, curb, gutter, stormwater filtration and drainage along Main Street/HWY 24 from the 900-block to the Boneyard Open Space entrance.
- Coordinated all Eagle County municipalities to approve a Resolution supporting Healthy Rivers and Watersheds during Colorado's ongoing drought.
- Obtaining conceptual approval for construction of stormwater drainage (including filtration) from HWY 24/Main Street near the Boneyard Open Space, through the conservation easement to the Eagle River.
- Represented Minturn in the capacity of a Cooperating Agency as part of the Holy Cross Energy USFS 299-permit application and NEPA process.
- Investigating opportunities with Downtown Colorado Inc. for visioning the organization of the Downtown Minturn commercial core.
- Representing Minturn in discussions for the acquisition of the Dowd Junction USFS Administrative parcel.
- Participated in ongoing meetings for the Two Elk Target Range stakeholder group—obtained a facilitation proposal from the Keystone Policy Center for stakeholder engagement.
- Applied for \$1M of Congressionally directed spending, if awarded these funds would go toward the construction of the two new water tanks.
- Facilitated easement acquisition between Eagle County and the State Land Board in efforts to secure construction approval for the ECO Trail connection from Dowd Junction to Minturn. Construction date is spring 2023.
- Met with conditional use permit holders within the UP Railroad property to better identify improved systematic approaches to permitting.
- Represented Minturn throughout Governor Polis and Congressman Neguse's Rebuilding Colorado / Build Back Better initiatives.
- Submitted the preliminary SRF loan application for approximately \$6M toward a new water treatment plant.



# QUARTERLY REPORT PLANNING



## DEVELOPMENT PROJECTS

- Minturn North PUD Preliminary Plan/Plat
- Belden Place PUD Preliminary Plan/Plat
- Midtown Village PUD Conceptual Plan
- Luceros Subdivision
- 540 Taylor – New Single Family Home
- 701 Boulder – New Single Family Home
- 482 Eagle River Street – New Single Family Home
- 832 Main Street – New Single Family Home
- 996 Main Street – New Single Family Home
- Backcountry Wings Patio
- 261 Main Street – Faircloth Residence Variance
- Updated Chapter 16, Article 15 – PUD Process
- Updated Chapter 16, Article 2 – Dimensional Standards

## COMMUNITY

### PLAN

### UPDATE

At the core of Minturn’s mission is the engagement of the public. With the recently awarded DOLA grant of \$100k along with Minturn’s budget approval of \$130k, the planning department has published a request for proposals and received seven qualified submittals from firms interested in leading Minturn residents and business owners through the Community Plan updating process.

Interviews will be taking place in the coming weeks and the Community Plan Update Committee is expected to provide a recommendation to Council for selection of a planning team by early fall—at which point the public process of updating the community plan will begin.

## BUILDING DEPARTMENT STATISTICS

### PERMITS

29

### FEEES COLLECTED

\$124,136

### VALUATION

\$3,801,952

### INSPECTIONS

23





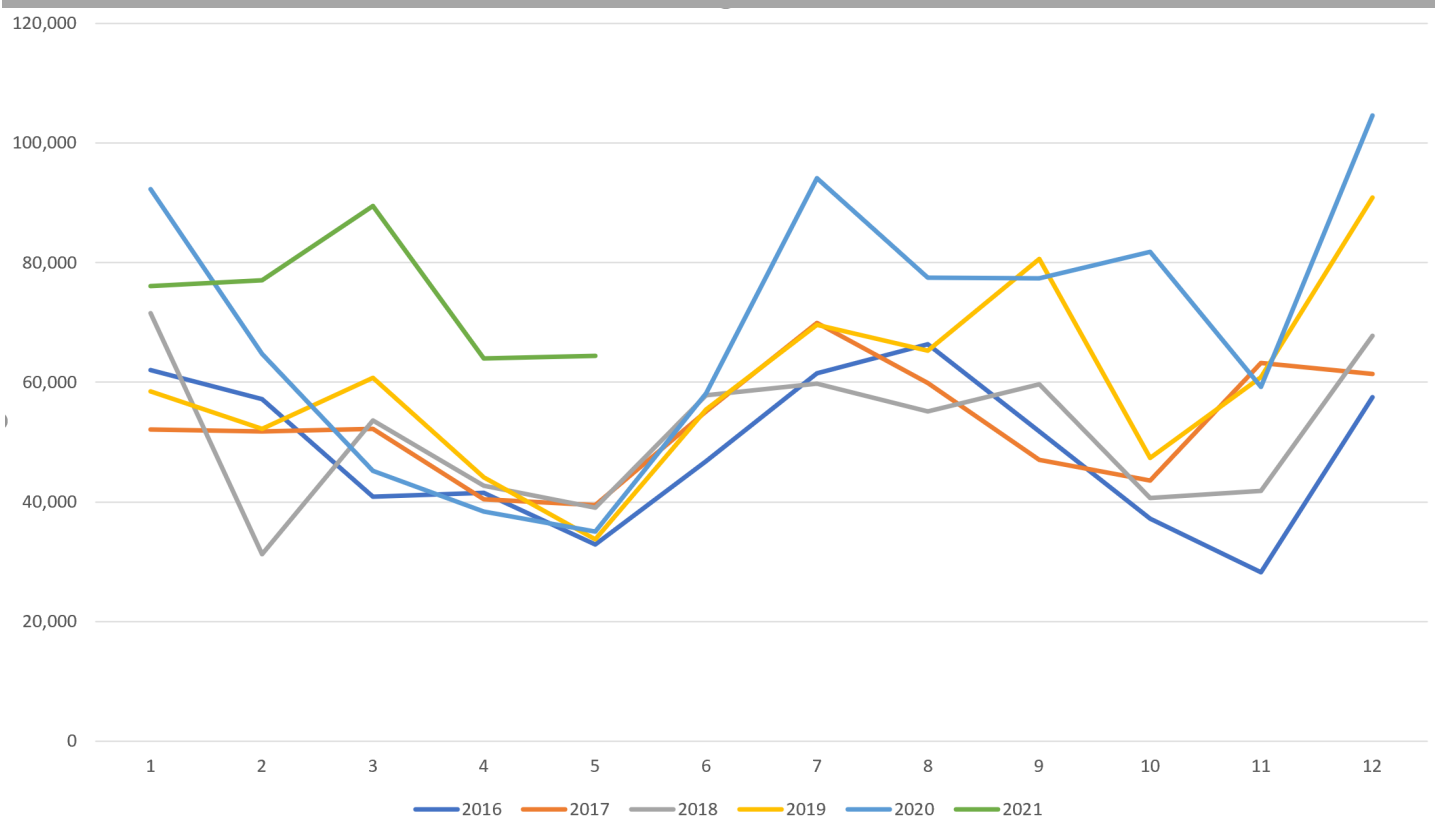
# QUARTERLY REPORT FINANCE



## FUND BALANCES AT JUNE 30, 2021

FUND	AUDITED FUND BALANCE DECEMBER 31, 2020	FUND ACTIVITY JAN-JUNE 2021	FUND BALANCE JUNE 30, 2021
Gen Fund (01)	1,835,455.00	458,665.00	2,294,120.00
Ent Fund (02)	1,286,101.00	88,927.00	1,375,028.00
CTF Fund (03)	35,652.00	6,873.00	42,525.00
Debt Service Fund (04)	5,618.00	68,841.00	74,459.00
Market Fund (05)	13,768.00	13,541.00	27,309.00
Capital Projects Fund (06)	299,919.00	68,695.00	368,614.00
Gen Imp Dist Fund (07)	2,959.00	0.00	2,959.00
Scholarship Fund (08)	330,882.00	3,327.22	334,209.22
Battle Mtn Resort Fund (09)	77,407.00	31.21	77,438.21

## SALES TAX ANALYSIS





# QUARTERLY REPORT TOWN CLERK



## LIQUOR LICENSES

- All establishment's eligible to provide "To Go" service are in the process of obtaining a permit from the state to continue this practice. The permit is only authorized by the state, not the Town as well, currently the permit is free, it is necessary to allow the state to monitor those that desire the To Go service.
- Thai Kitchen was recently granted a Change of Class. Their original license was for beer and wine only, this has been modified and approved by both the Town and the State to expand their service to a full Hotel and Restaurant license allowing mixed drinks.
- The Turntable has been renamed Agaves Mexican Bar and Grill and a full-service Hotel and Restaurant liquor license was granted. Once the state approves the license, they will begin service.

## BUSINESS LICENSES

# 96

## STR LICENSES

# 17

## SUSTAINABILITY



The Town Council in April adopted Resolution 11, Series 2021 – Adoption of the updated 2020 Eagle County / CAC Climate Action Plan

- The Town, in June, completed the installation of a dual-port level 2 Electric Vehicle Charging Station
- Awarded Actively Green Business of the Year Finalist (for 2020)
- Collected 510 pounds of e-waste at the 2021 Town Cleanup Day
- LED Swap at Town Cleanup Day, collected 95 incandescent bulbs
- Ongoing LED Swap at Town Hall – 2021 YTD collected 36 bulbs so far





# QUARTERLY REPORT PUBLIC WORKS



## WATER



- 200 New water meters installed
- Finished Well 4 waterline and corresponding road repairs
- Cleaned out all storm drains
- Exercising mainline valves
- Flush, exercise and paint fire hydrants
- Stormwater culvert cleaning in south Minturn
- Reduced output for all town-owned irrigation systems
- Waterline locates and inspections for new buildings
- Potable waterline to the Minturn Bike Park
- Installed temporary filter for slow sand filter 2

## OPERATIONS

- Downed tree removal at Boneyard Open Space
- New speed limit sign installed at 1100-block Main St/HWY 24
- Installed all summer speed bumps
- Equipment maintenance
- Led Town Cleanup Day
- Continued cleanup of the lease lot area



# QUARTERLY REPORT MINTURN FITNESS CENTER



## MINTURN FITNESS CENTER

- Currently hiring for a fitness center manager to oversee all daily operations
- New Equipment:
  - Recently added a Peloton. Considering a second peloton and a second rower.
  - Recently added a second elliptical.
  - Recently added more mats, and replaced old / damaged mats
  - Considering a punching bag for the movement studio
- Currently evaluating options for a digital entry system (goal is to roll out a new program in Q4 2021) to allow the membership for unsupervised use of the facility and expanded hours of operation.



# QUARTERLY REPORT GRANTS



## GRANTS

(January - June 2021)

### **CDOT Revitalizing Main Streets | Award \$50K / Match \$5K**

- Shelter structure at Minturn Bike Park.
- Additional Outdoor Seating in Eagle River Park and Downtown (Custom Picnic Tables).
- Repair of existing picnic tables in Eagle River Park.
- Added bike racks throughout town (Eagle River Park, Little Beach Park, and downtown).
- Downtown directory signage and wayfinding.

### **DOLA ENERGY/MINERAL IMPACT ASSISTANCE FUND (EIAF) | Award \$100K / Match \$130K**

- Awarded \$100K in funds toward the update of the Town Master Plan (Community Plan).

### **DOLA REDI (Rural Economic Development Initiative) | Award \$7811.24 / Match \$3347.67**

- Outdoor dining improvements by local restaurants.
- Participating restaurants / recipients included: Rocky Mountain Taco, Sunrise/Moonrise, and Kirby's.

### **Colorado Tourism Office Restart Destinations Program | Award \$10K in marketing benefits / Match \$0**

- Joint application with the Town of Redcliff. Minturn will administer the grant.
- This is a 12 month program in which town staff will work directly with a facilitator to create a "restart" marketing program to help rebuild tourism and visitation, with a focus on outdoor recreation and responsible tourism.

### **Pending – CDPHE RREO (Recycling Resources Economic Opportunity) | Awardees will be notified Sept 17th**

- Applied for \$20K in grant funding to cover the addition / replacement of all town-owned public trash receptacles, with wildlife-proof dual trash/recycle containers.

### **Pending—Congressional Directed Spending | Awardees will be notified upon Congressional approval**

- Minturn has requested \$1,000,000 from the offices of Colorado Senators Bennet and Hickenlooper for costs associated with the construction of two new water tanks.

### **Pending—CDOT Revitalizing Main Streets | Awardees will be notified fall of 2021**

- \$1.6M request for the continuation of sidewalk, curb, gutter, drainage and filtration along Main Street/HWY 24 from the 900-block to the entrance of the Boneyard Open Space.

### **Pending—RAISE Grant | Awardees will be notified late fall/early winter 2021**

- An approximately \$400K request for federal funds toward the planning of Phase 3 of the Main Street Pedestrian Improvements (sidewalks/rec path, curb, gutter, drainage and filtration). Approximately \$125K match. This would bring Phase 3 to a "shovel-ready" status.



# QUARTERLY REPORT EVENTS



## Q2 EVENTS

- Town Cleanup Day (Held on June 5th)
  - Collected 510 pounds of e-waste. More information to follow
- Blue Starlite Cinema (June / July – may continue into / through August)
- Minturn Summer Concert Series (every Thurs 6-9pm @ Little Beach Park)
- Independence Day Celebration (Rolling music in varying locations of town)

Minturn Market (July 3rd through September 4th) – Not back to full size, but larger than 2020). Approximately 50 booths this year (up from 34 in 2020). Preliminary plan to return to full-scale in 2022.

## UPCOMING EVENTS

- ECSO National Night Out (coming up August 3rd)
- Chalk Art Competition (in conjunction with VVAG First Friday) – coming up on August 6th
- VVAG First Annual Affordable Art Fair – coming up on August 7th
- Minturn Garden Party – Tuesday, August 10th
- Kids Adventure Games (hosted at Maloit Park) – August 13 – 15th
- The Greatest Show in Minturn (Aerial Circus by PLAY) – Sunday, August 29th at LBP
- Hometown Throwdown – Tentatively scheduled for Saturday, October 2nd
- Halloween – Saturday, October 30th
- Town Tree Lighting – Tentatively scheduled for Friday, December 3rd
- Possibly doing a December holiday-themed Community Dinner, with Santa - TBD

## VAIL RECREATION EVENTS IN MINTURN (In partnership with the Town of Minturn)

- Meadow Mountain Skimo (Held on February 20th)
- Maloit Park Short Track MTB Race (Held on May 5th)
- Kids Minturn Mini MTB Race (Held on May 19th)
- Inaugural Minturn Downriver Dash (Held on June 5th)
- Dynafit Town of Minturn Meadowgold 5K and 10K (September 11th)
- Looking to add a kids trail running race at the Mini Mile in 2022



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

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

*MEMORANDUM*

TO: Michelle Metteer, Town Manager  
FROM: Jay Brunvand, Treasurer/Clerk  
CC:  
DATE: August 4, 2021  
RE: FY2022 Budget Update

Michelle, over the past several months I have been working on the draft of the FY2022 budget. During this time, I have worked with you and the department heads to determine needs and desires for the FY2022. The attached worksheet was developed to track departmental needs as well as major projects. I have sorted this worksheet to reflect what is currently included in the draft, desires or needs that have not been included but feel they either should be considered or should remain on the list for consideration in future years, and new items that staff has included which have not been reviewed or considered within the FY2022 draft.

In addition to the spreadsheet, I have included a first consideration for the FY2022 budget approval timeline during the fall of 2021.

Let me know if you have any questions or if you see a concern.





**FY 2022 BUDGET SCHEDULE**

<b>2021 DATE</b>	<b>DESCRIPTION</b>	<b>NOTES</b>	<b>TO DO</b>
APRIL THROUGH AUGUST 2021	STAFF REVIEW AND PREPARATION	REVIEW BUDGET AND FIELD QUESTIONS FROM STAFF AS NECESSARY. STAFF WILL HAVE OPPORTUNITY TO SUPPLY INPUT ON BOTH THEIR BUDGET AND CIP NEEDS	
SEPTEMBER 2021	<b>DISCUSSION ITEMS OR MANAGER'S REPORT AS NEEDED</b>	Discuss Preliminary Budget concerns and receive direction from Council as needed.	
10/6/2021	COUNCIL MEETING	REVIEW BUDGET HIGHLIGHTS AND FIELD QUESTIONS FROM COUNCIL AS NECESSARY  COUNCIL WILL FORMALLY ACCEPT THE BUDGET AS REQUIRED BY C.R.S 29-1-106(1) This will be a time for Council comments and Direction as well.	Council to receive Preliminary electronic Budget by October 1  AFTER MEETING POST AND PUBLISH IN NEWSPAPER THE "NOTICE OF BUDGET"
10/20/2021	COUNCIL MEETING	REVIEW BUDGET AND SPECIAL PROJECTS TO GAIN BUDGET INPUT AND DIRECTION FROM COUNCIL	
11/3/2021	COUNCIL MEETING	PUBLIC HEARING ON THE PROPOSED BUDGET AS ACCEPTED ON OCTOBER 3RD <b>(ONLY ONE PUBLIC HEARING SCHEDULED)</b>	
11/17/2021	COUNCIL MEETING	1ST READING OF BUDGET ORDINANCES: - BUDGET ADOPTION ON FIRST READING - MILL LEVY ADOPTION ON FIRST READING - FY 2021 SUPPLEMENTAL APPROPRIATION ON FIRST READING - TOWN FEE ADOPTION ON FIRST READING	PUBLISH ORDINANCES BY TITLE ONLY (FIRST READING) IN NEWSPAPER
12/1/2021	COUNCIL MEETING	2ND READING OF BUDGET ORDINANCES: - BUDGET ADOPTION ON FINAL READING - MILL LEVY ADOPTION ON FINAL READING - FY 2021 SUPPLEMENTAL APPROPRIATION ON FINAL READING - TOWN FEE ADOPTION ON FIRST READING	PUBLISH ORDINANCES BY TITLE ONLY (SECOND READING) IN NEWSPAPER



Jay Brunvand  
 Clerk/Treasurer  
 301 Pine St #309 ♦ 302 Pine St  
 Minturn, CO 81645  
 970-827-5645 x1  
[treasurer@minturn.org](mailto:treasurer@minturn.org)  
[www.minturn.org](http://www.minturn.org)



Town Council  
 Mayor – John Widerman  
 Mayor Pro Tem – Earle Bidez  
 Council Members:  
 Terry Armistead  
 George Brodin  
 Brian Eggleton  
 Eric Gotthelf  
 Gusty Kanakis

Below reflects proposed topics to be scheduled at future Town Council meetings and is informational only. Dates and topics are subject to change.

<b>REGULAR TOWN COUNCIL MEETINGS</b>
<b>August 4, 2021</b>
Ord 05 - Series 2021 Holy Cross Electric Franchise Agreement (First Reading)
ECSO Update – ECSO Deputy Loya
Ord 06 - Series 2021 Electronic Meeting Policy (Second Reading)
<b>August 18, 2021</b>
Ord 05 - Series 2021 Holy Cross Electric Franchise Agreement (Second Reading)
Ord 06 - Series 2021 Electronic Meeting Policy (Second Reading)
Discussion/Direction: American Rescue Plan appropriation
<b>DATE TO BE DETERMINED</b>
Future Funding Agreement – Battle Mountain
An Ordinance adopting Specified Sustainability Building Codes
CUP regulation review – Fall 2021