



## **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 18, 2021**

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

<https://us02web.zoom.us/j/84991234287>

**Or join by phone:**

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

**Webinar ID: 849 9123 4287**

**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?*

- August 4, 2021 Meeting Minutes Pg 4
- Planning Review – ERWSD Dowd Lift Station – Harris Pg 11
- Letter of Support for DOLA: Colorado Main St Program – Metteer Pg 17

### 4. Approval of Agenda

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

### 5. Special Presentations

- Council Comments/Committee Reports (10 min)

### 6. Liquor Authority

- Minturn Community Fund – 2<sup>nd</sup> Annual Bindu Memorial Minturn Community Fund Request for Special Event Permit Event Date August 28, 2021; VSSA 1 Academy Loop Minturn; John Widerman – Brunvand Pg 19

## PUBLIC HEARINGS AND/OR ACTION ITEMS

7. **Public Hearing/Action Item:** Ordinance 05 – Series 2021 (Second Reading) An Ordinance approving a Franchise Agreement for Holy Cross Electric – Brunvand Pg 25
8. **Public Hearing/Action Item:** Ordinance 06 – Series 2021 (Second Reading) An Ordinance repealing sections of the meetings electronic participation policy. Pg 41

## DISCUSSION AND/OR DIRECTION ITEMS

9. **Discussion/Direction:** Shooting Range funding – Metteer Pg 45
10. **Discussion/Direction:** American Rescue Plan appropriation – Metteer Pg 64

## COUNCIL INFORMATION / UPDATES

### 11. Staff Updates (5 Min)

- Manager's Report Pg 78
- Future Agenda Items Pg 80

## EXECUTIVE SESSION

- 12. Executive Session:** An Executive Session to conference 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) – Battle Mountain

## MISCELLANEOUS ITEMS

### 13. Future Meeting Dates

- a) Council Meetings:
- September 1, 2021
  - September 15, 2021
  - October 6, 2021
  - October 20, 2021

### 14. Other Dates:

- Last Summer Market – September 4, 2021
- Labor Day – September 6, 2021 – Office Closed

### 15. Adjournment



## OFFICIAL MINUTES

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**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

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

**Regular Session – 5:30pm**

**1. Call to Order**

- Roll Call

The meeting was called to order by Mayor Pro Tem Earle Bidez at 5:31pm using a hybrid in-person and ZOOM on-line meeting format.

Those present include: Mayor John Widerman (via Zoom), Mayor Pro Tem Earle Bidez and Town



Council members Terry Armistead, Gusty Kanakis, and Tom Sullivan. Note: John Widerman was via Zoom remote access. Note: George Brodin and Eric Gotthelf were excused absent.

Staff present: Town Manager Michelle Metteer 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)**

*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
- 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
- Resolution 25 – Series 2021 A Resolution approving the annual contract for sewer service with Eagle River Water and Sanitation District.

Motion by Terry A., second by Gusty K., to approve the Consent Agenda of August 4, 2021 as presented. Motion passed 5-0. Note: George Brodin and Eric Gotthelf were excused absent.

**4. Approval of Agenda**

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

Motion by Gusty K., second by Tom S., to approve the Agenda of August 4, 2021 as presented. Motion passed 5-0. Note: George Brodin and Eric Gotthelf were excused absent.

**5. Special Presentations**

- Eagle County Sheriff's Office Update – ECSO Undersheriff Loya

Presented in person and was available for questions. He discussed the closure of Glenwood Canyon, there is no estimated time of re-open.

Terry A. asked about getting information from ECSO for the citizens; Facebook and other social media. She asked about public awareness campaigns for the interstate and local roads. Most is statewide such as Heat is On. They discussed the National Night Out last night. The rain ended

during the event and lots more showed up. It was discussed the importance of knowing our local police.

- Council Comments/Committee Reports (10 min)

Terry A. noted the Thursday night concerts. HighFive Media has educational learning programs and during the second week of August you can make your own video. For details and other events go to: <https://www.highfivemedia.org/>

Earle B. encouraged safety with road closures and the river is running high.

## 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 (20 min)

Mr. Shiller, Holy Cross Elec, was available via Zoom for questions.

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. 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. 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. Holy Cross Energy, as required by the existing 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 of the agreement. The 3% fee equates to approximately \$2,000 annually

Tom S. asked about the proposed high power utility line. Michelle M. noted that is not part of this agreement and updated that project is still moving forward and will be coming back to the Council. They will be having open houses and further community information.

Public Hearing Opened.  
No Public Comment.  
Public Hearing Closed.

Motion by Terry A., second by Tom S., to approve Ordinance 05 – Series 2021 (First Reading) An Ordinance approving a Franchise Agreement for Holy Cross Electric as presented. Motion passed 5-0. Note: George Brodin and Eric Gotthelf were excused absent.

**7. Public Hearing/Action Item:** Ordinance 06 – Series 2021 (First Reading) An Ordinance repealing sections of the meetings electronic participation policy.

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

Public Hearing Opened.  
No Public Comment.  
Public Hearing Closed.

Motion by Tom S., second by Terry A., to approve Ordinance 06 – Series 2021 (First Reading) An Ordinance repealing sections of the meetings electronic participation policy as presented. Motion passed 5-0. Note: George Brodin and Eric Gotthelf were excused absent.

**8. Public Hearing/Action Item:** Resolution 27 – Series 2021 A Resolution setting a tiered water rate. – Metteer

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. 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. 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.

Discussion ensued as to the effect of the tiered system on the very high-volume users. The implementation of this will take place in September with the October billing.

Motion by Gusty K., second by Tom S., to approve Resolution 27 – Series 2021 A Resolution setting a tiered water rate as presented. Motion passed 5-0. Note: George Brodin and Eric Gotthelf were excused absent.

**9. Public Hearing/Action Item:** Resolution 26 – Series 2021 A Resolution setting outdoor watering restrictions – Metteer

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. Michelle M. noted this follows the ERWSD and UEVWA regulations and practices.

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.

Discussion ensued if car washing is included in the daily rotation use, not at this time.

Motion by Terry A., second by Gusty K., to approve Resolution 26 – Series 2021 A Resolution setting outdoor watering restrictions as set forth in Municipal Code Section 13-2-130 effective August 15, 2021 as presented. Motion passed 5-0. Note: George Brodin and Eric Gotthelf were excused absent.

## DISCUSSION AND/OR DIRECTION ITEMS

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

Michelle M. outlined the report and stood for questions. It was agreed this was a really informative and organized format to report to the public for this. It was noted how many grants the town has been successful in apply for and then receiving.

## COUNCIL INFORMATION / UPDATES

### **11. Staff Updates (5 Min)**

- Manager's Report
- 2022 Preliminary Budget additions

Michelle M. noted ERWSD is putting out a press release of a cleanup of the trestle area in south Minturn. They asked if we wanted to provide a quote for the support of the cleanup. John W. felt this was a good opportunity and was willing to work something up. Direction was given to proceed.

Michelle M. noted the Eagle County Board of Commissioners approved a 50% funding of the Keystone Policy Center quote for the work at the shooting range. This would be approximately \$14,000. Terry A. asked this to be included as a future agenda item for discussion.

- Future Agenda Items

Shooting range funding discussion  
Strategy session to discuss proceeding with Battle Mtn.

Michelle M. noted she will be out of the office at the September 1 meeting and attending via Zoom.

## 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

Motion by Terry A., second by Gusty K., to adjourn at 6:23pm. Motion passed 5-0. Note: George B. and Eric G. were excused absent.

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John Widerman, Mayor

ATTEST:

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Jay Brunvand, Town Clerk

**Minturn Planning Department**  
Minturn Town Center  
302 Pine Street  
Minturn, Colorado 81645



**Minturn Planning Commission**  
Chair – Lynn Teach  
Jeff Armistead  
Elliot Hovey  
Chris Manning  
Tom Priest  
Jena Skinner

**To:** Planning Commission  
**From:** Scot Hunn, Planning Director  
Madison Harris, Planner I  
**Date:** August 5, 2021  
**Re:** Dowd Lift Station 4 Replacement

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Eagle River Water and Sanitation District (ERWSD) requests review of the Dowd Lift Station 4 Replacement. Per the Applicant's request:

*“ERWSD is replacing the lift station that conveys wastewater flow from the entire Town of Minturn to the collection system for eventual treatment in Avon. The existing station lacks capacity, reliability, and redundancy.”*

The Town of Minturn granted a 1041 permit exemption on September 16, 2019 “for the purpose of completing the Dowd Junction Collection System Improvements project” as “staff has determined that such maintenance, repair and replacement of existing facilities *will not* constitute a material change; *will not* cause negative impacts different from the existing facility; and, *will not* otherwise exacerbate existing impacts.” (Letter to ERWSD regarding 1041 permit exemption dated September 16, 2019)

Staff has been meeting with the District for over a year as we help them through the process. The plans associated with the application have been submitted for the Design Review Board's consideration. This is mostly a technical formality.

Staff is recommending **approval without conditions**.



# DESIGN REVIEW APPLICATION

**TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT**  
P.O. Box 309 302 Pine Street Minturn, Colorado 81649-0309  
Phone: 970-827-5645 Fax: 970-827-5545 Email: [planner@minturn.org](mailto:planner@minturn.org)

## Project Name:

## Project Location

Street Address:

Zoning:

Parcel Number(s):

## Application Request:

## Applicant:

Name:

Mailing Address:

Phone:

Email:

## Property Owner:

Name:

Mailing Address:

Phone:

Email:

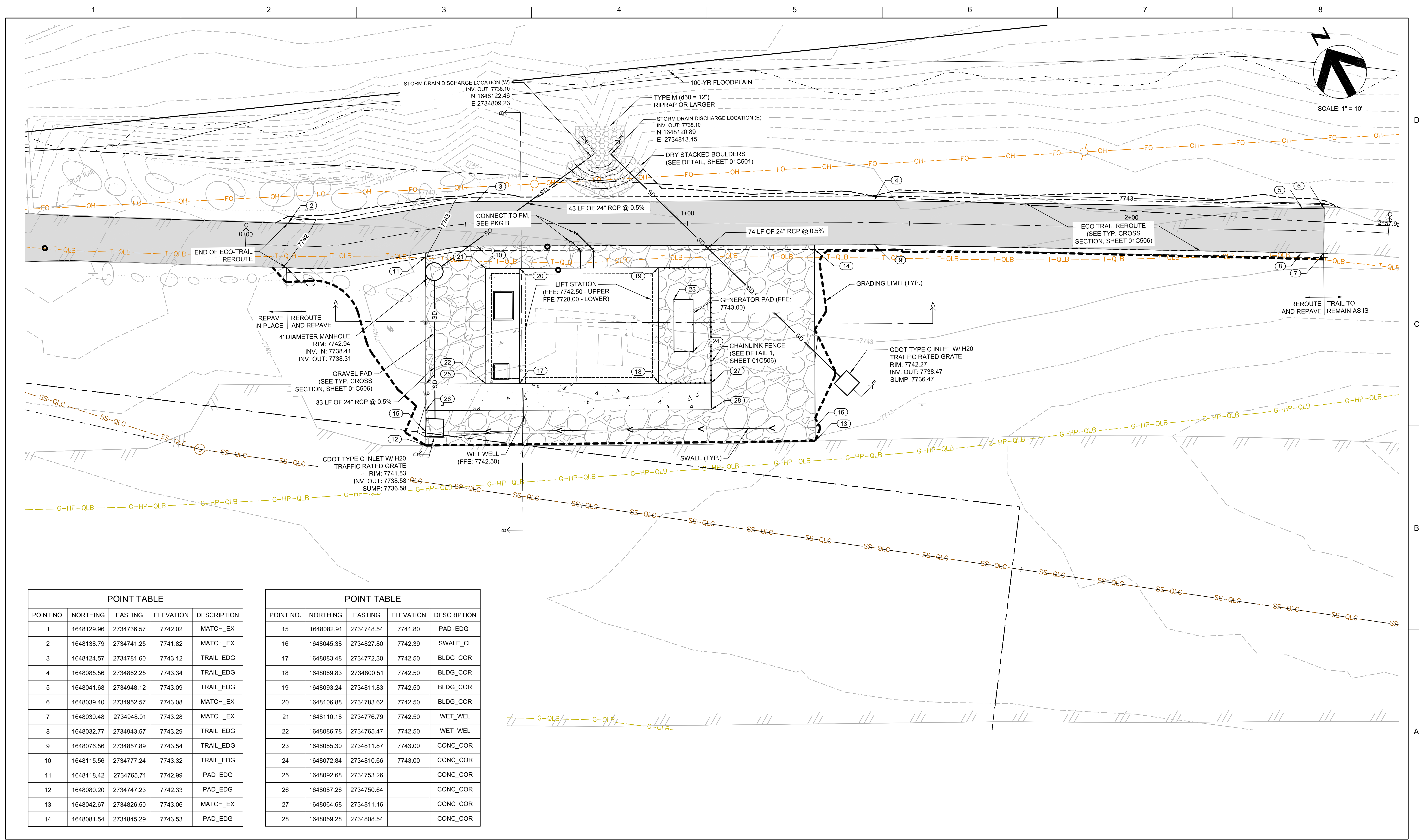
## Required Information:

Lot Size:	Type of Residence (Single Family, ADU, Duplex)	# of Bedrooms	# On-site Parking Spaces
# of Stories:	Snow storage sq ft:	Building Footprint sq ft:	Total sq ft Impervious Surface:

## Signature:

Fee Paid: \_\_\_\_\_ Date Received: \_\_\_\_\_ Planner: \_\_\_\_\_





POINT TABLE				
POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
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2	1648138.79	2734741.25	7741.82	MATCH_EX
3	1648124.57	2734781.60	7743.12	TRAIL_EDG
4	1648085.56	2734862.25	7743.34	TRAIL_EDG
5	1648041.68	2734948.12	7743.09	TRAIL_EDG
6	1648039.40	2734952.57	7743.08	MATCH_EX
7	1648030.48	2734948.01	7743.28	MATCH_EX
8	1648032.77	2734943.57	7743.29	TRAIL_EDG
9	1648076.56	2734857.89	7743.54	TRAIL_EDG
10	1648115.56	2734777.24	7743.32	TRAIL_EDG
11	1648118.42	2734765.71	7742.99	PAD_EDG
12	1648080.20	2734747.23	7742.33	PAD_EDG
13	1648042.67	2734826.50	7743.06	MATCH_EX
14	1648081.54	2734845.29	7743.53	PAD_EDG

POINT TABLE				
POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
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17	1648083.48	2734772.30	7742.50	BLDG_COR
18	1648069.83	2734800.51	7742.50	BLDG_COR
19	1648093.24	2734811.83	7742.50	BLDG_COR
20	1648106.88	2734783.62	7742.50	BLDG_COR
21	1648110.18	2734776.79	7742.50	WET_WEL
22	1648086.78	2734765.47	7742.50	WET_WEL
23	1648085.30	2734811.87	7743.00	CONC_COR
24	1648072.84	2734810.66	7743.00	CONC_COR
25	1648092.68	2734753.26	7743.00	CONC_COR
26	1648087.26	2734750.64	7743.00	CONC_COR
27	1648064.68	2734811.16	7743.00	CONC_COR
28	1648059.28	2734808.54	7743.00	CONC_COR



ISSUE	DATE	DESCRIPTION
10/08/2020	90% DESIGN REVIEW	
06/26/2020	60% DESIGN REVIEW	
02/21/2020	30% DESIGN REVIEW	

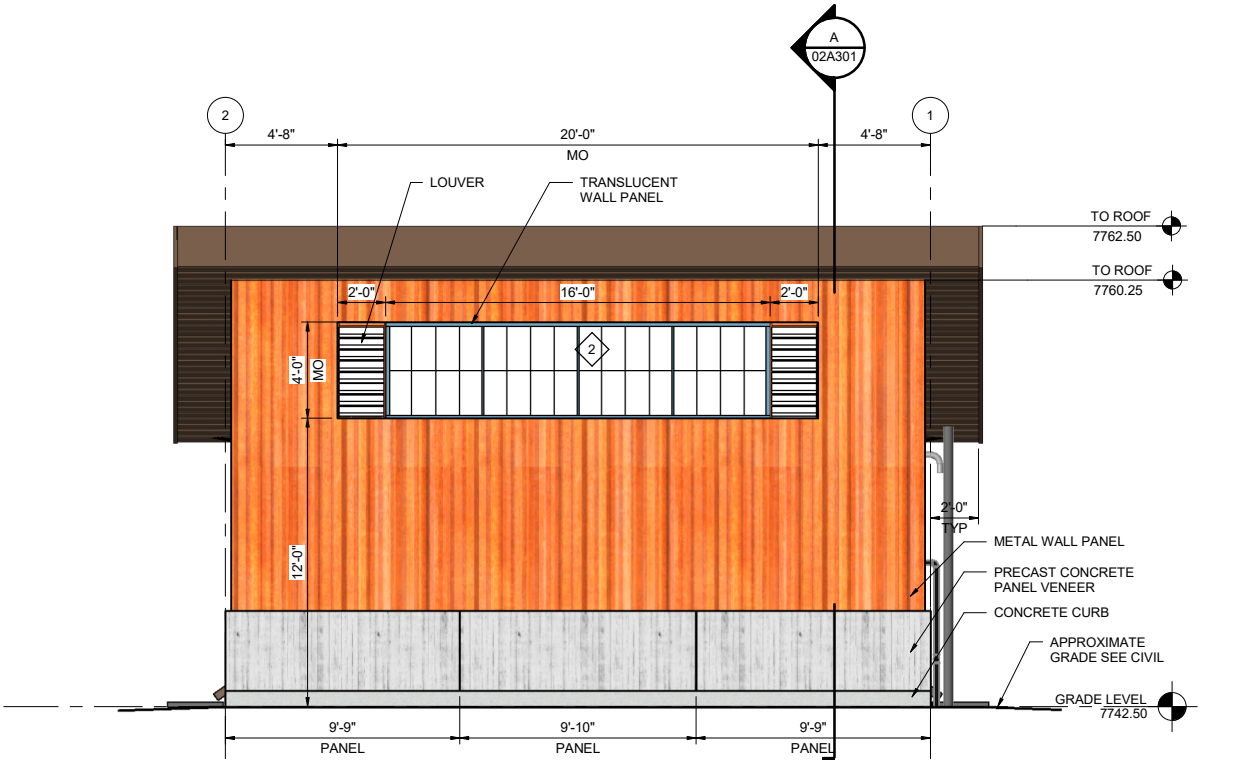
PROJECT MANAGER	GINA MACPHEE
STRUCTURAL	J. CORONADO
PROCESS	B. REINER
UTILITIES	T. SCHARRA
ARCHITECTURAL	J. RICKERT
MECHANICAL	A. THORPE
ELECTRICAL	B. CASSITY
DRAWN BY	I. MARTINEZ
PROJECT NUMBER	10116326

  
**EAGLE RIVER**  
 WATER & SANITATION  
 DISTRICT  
**DOWD JUNCTION COLLECTION SYSTEM**  
**IMPROVEMENTS - LIFT STATION AND CONVEYANCE**

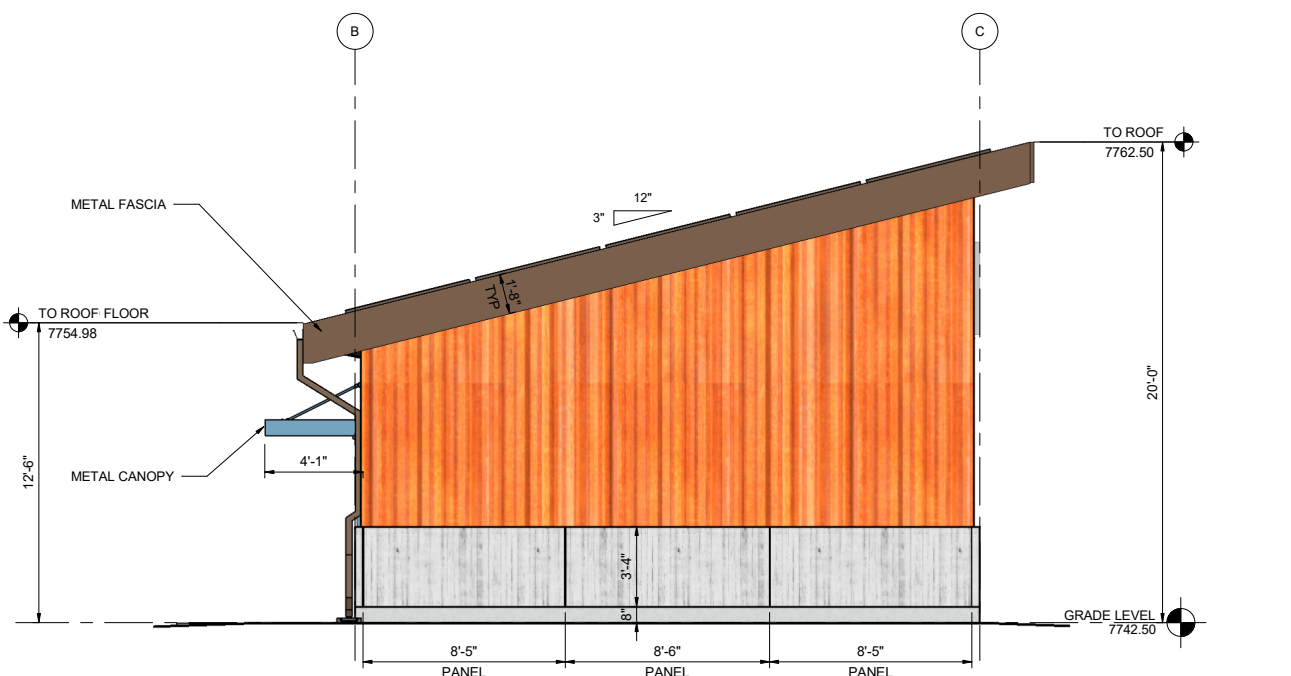
**SITE GRADING PLAN AND SURVEY CONTROL PLAN**

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 13

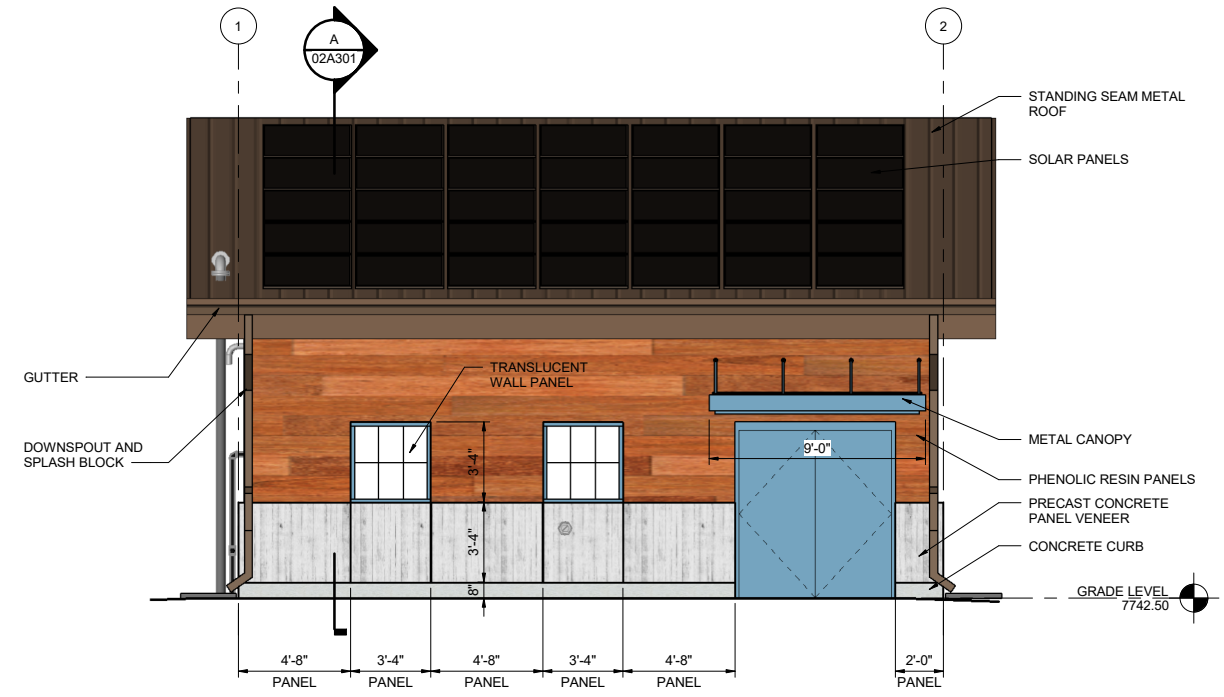




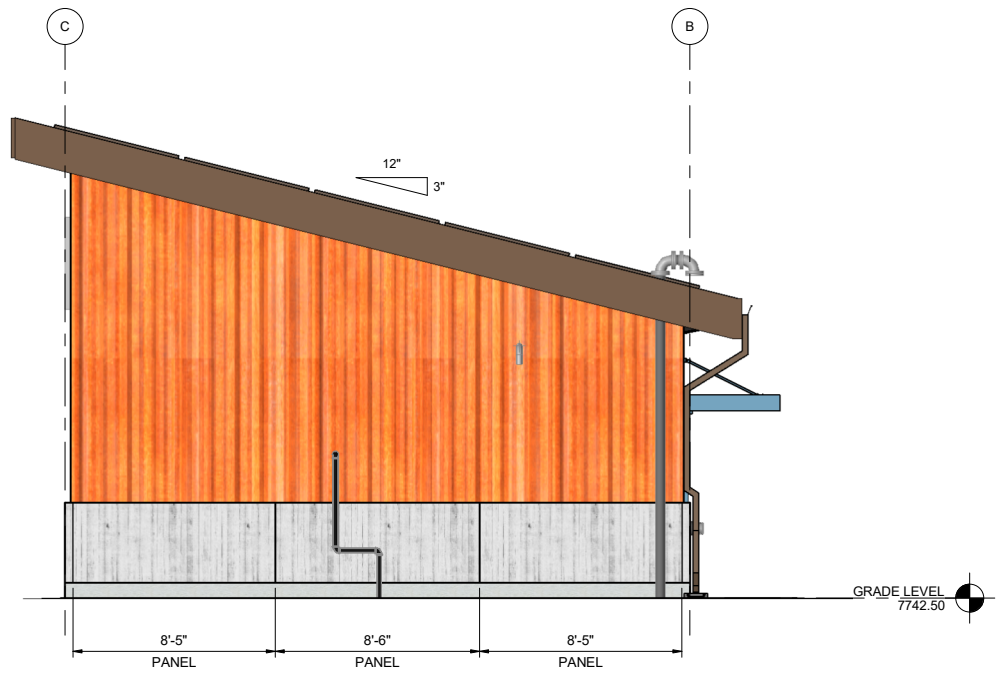
1 NORTH ELEVATION  
02A201 1/4" = 1'-0"



2 EAST ELEVATION  
02A201 1/4" = 1'-0"



3 SOUTH ELEVATION  
02A201 1/4" = 1'-0"



4 WEST ELEVATION  
02A201 1/4" = 1'-0"

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11/5/2020 4:56:25 PM



ISSUE	DATE	DESCRIPTION
	10/08/2020	90% DESIGN REVIEW
	08/28/2020	60% DESIGN REVIEW
	02/21/2020	30% DESIGN REVIEW

PROJECT MANAGER	GINA MACPHEE
STRUCTURAL	J. CORONADO
PROCESS	B. REINER
UTILITIES	T. SCHARRA
ARCHITECTURAL	J. RICKERT
MECHANICAL	A. THORPE
ELECTRICAL	B. CASSITY
DRAWN BY	R. NELSON
PROJECT NUMBER	1011626

**PRELIMINARY  
NOT FOR  
CONSTRUCTION  
OR  
RECORDING**



**DOWD JUNCTION COLLECTION SYSTEM  
IMPROVEMENTS - LIFT STATION AND CONVEYANCE**

**LIFT STATION  
BUILDING ELEVATIONS**



FILENAME | 10116326\_02\_Structural.rvt  
SCALE | 1/4" = 1'-0"

SHEET  
**102A201**







To: Mayor and Council  
From: Cindy Krieg  
Date: August 13, 2021  
Agenda Item: Letter of Support for DOLA – Colorado Main Street Program

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**REQUEST:**

Staff requests Council support to apply for, and a letter of support for, the purpose of applying to the DOLA Colorado Main Street Program, as an affiliate member.

**INTRODUCTION:**

The Colorado Main Street Program helps communities build local capacity toward downtown revitalization. Each local program sets a vision for its community and consistently works toward achieving that vision. Colorado Main Street staff provides technical assistance, training, and small financial grants to help communities work toward these prerequisites and requirements.

The Affiliate option is a way to express your interest in the program, and is open to all Colorado cities and towns. While this tier receives limited services from DOLA, it does not have any prerequisites or requirements, it does connect you to the Main Street network. Affiliate membership requires an [online application](#) and [a letter of interest from the town](#), signed by an elected official. The letter must accompany the application.

**ANALYSIS:**

Staff feels that affiliate membership in the Colorado Main Street Program will provide several benefits, and build on / work collaboratively with other current and future projects, including but not limited to:

- Community Plan Update
- DCI Community Challenge Program
- Possible future creation of a Downtown Development Authority

Membership also helps us score higher with regard to certain DOLA grant applications.

**COMMUNITY INPUT:**

**BUDGET / STAFF IMPACT:**

Budget and Staff impact should be minimal from a cost standpoint, though the benefits could help in both budgetary areas and staff resources.

**STRATEGIC PLAN ALIGNMENT:**

Advance decisions/projects/initiatives that expand future opportunity and viability for Minturn

Town of Minturn  
P.O. Box 309  
301 Boulder St #309  
Minturn, CO 81645  
970-827-5645  
[council@minturn.org](mailto:council@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  
Eric Gotthelf  
Gusty Kanakis  
Tom Sullivan

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August 18, 2021

VIA EMAIL

Colorado Main Street Program  
Gayle Langley, Program Coordinator  
720.498.0563  
[gayle.langley@state.co.us](mailto:gayle.langley@state.co.us)

RE: Affiliate member application support letter

Dear Gayle,

Please accept this letter as an official request to be considered for the Colorado Main Street Program, as an affiliate.

We believe that the Town of Minturn could greatly benefit from being part of the Main Street Network and look forward to extending opportunities and building capacity toward the revitalization of Minturn's special downtown area and being connected with the Main Street program through this affiliate opportunity.

This letter is meant to supplement our affiliate application for the Colorado Main Street Program. Thank you in advance for your consideration.

Sincerely,

John Widerman  
Mayor  
Town of Minturn  
[jwiderman@minturn.org](mailto:jwiderman@minturn.org)





To: Mayor and Council  
From: Jay Brunvand  
Date: August 18, 2021  
Agenda Item: Public Hearing and consideration for approval – Special Event Permit

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**REQUEST:**

Staff is requesting Council to review and approve the attached Special Event Permit.

**INTRODUCTION:**

Council is asked to approve a Special Event Permit for the Minturn Community Fund – Bindu Memorial 5k Run for an event to be held on August 28, 2021 at the VSSA located at 1 Academy Loop Minturn, CO. The attached documentation indicates the compliance with the posting of the site and the event.

This application will require a Public Hearing to allow input on the request.

**ANALYSIS:**

Not Applicable

**COMMUNITY INPUT:**

As of this writing I have not received any remonstrances from the public in any form.

**BUDGET / STAFF IMPACT:**

Not Applicable.

**STRATEGIC PLAN ALIGNMENT:**

In accordance with Strategy #3 the Town will sustain and invest in the things that define Minturn as a proud, sturdy, mountain town to “Keep Minturn Minturn”.

**RECOMMENDED ACTION OR PROPOSED MOTION:**

Motion to approve the proposed Special Event Permit to sell Malt, Vinous and Spirituous liquor beverages to be located as defined in the attached application as presented with the following conditions:

- 1) The application was received on July 27, 2021. The Notice Of Public Hearing on his matter was posted on the premises by the Town Clerk on Tuesday August 3, 2021 at least 10 days prior to the Council Meeting consideration.
- 2) That the selling of liquor in the manner currently proposed in the application is not in violation of the Minturn Municipal Code.
- 3) Staff requests at least one T.I.P.S., or equivalent, certified server be present, and at least one person to check ID’s be present at all times while alcoholic beverages are sold.
- 4) Staff request each entrance/exit and premises be monitored and secured to ensure crowd control and that no outside liquor is introduced to the event and that no liquor is removed from the premises.

**ATTACHMENTS:**

- Application and supporting documentation for the license renewal.

## Application for a Special Events Permit

Departmental Use Only

In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Social | <input type="checkbox"/> Athletic                           | <input type="checkbox"/> Philanthropic Institution          |
| <input type="checkbox"/> Fraternal         | <input type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate                |
| <input type="checkbox"/> Patriotic         | <input type="checkbox"/> National Organization or Society   | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political         | <input type="checkbox"/> Religious Institution              |   |

<b>LIAB</b> Type of Special Event Applicant is Applying for:	<b>DO NOT WRITE IN THIS SPACE</b>
2110 <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170 <input type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day	<b>MINTURN-08282021</b>

1. Name of Applicant Organization or Political Candidate <p style="text-align: center;">Minturn Community Fund</p>	State Sales Tax Number (Required)
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2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) PO Box 716 Minturn, CO, 81645-0761	3. Address of Place to Have Special Event (include street, city/town and ZIP) 1 Academy Loop Minturn, CO, 81645
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4. Authorized Representative of Qualifying Organization or Political Candidate <p style="text-align: center;">Diana Sherr</p>	Date of Birth <p style="text-align: center;">11/22/65</p>	Phone Number <p style="text-align: center;">970-376-4445</p>
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Authorized Representative's Mailing Address (if different than address provided in Question 2.)  

PO Box 279, Minturn, CO, 81645

5. Event Manager <p style="text-align: center;">John Widerman</p>	Date of Birth <p style="text-align: center;">06/07/84</p>	Phone Number <p style="text-align: center;">970-977-6650</p>
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Event Manager Home Address (Street, City, State, ZIP) <p style="text-align: center;">464 Eagle St., Minturn, CO, 81645</p>	Email Address of Event Manager <p style="text-align: center;">johnwiderman@gmail.com</p>
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6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes How many days? _____	7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes License Number _____
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8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?  Yes  No

List Below the Exact Date(s) for Which Application Is Being Made for Permit

Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
08/28/21		9a	2p												

**Oath of Applicant**

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

Signature 	Title <p style="text-align: center;">Event Manager</p>	Date <p style="text-align: center;">07/22/21</p>
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**Report and Approval of Local Licensing Authority (City or County)**

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.  
**THEREFORE, THIS APPLICATION IS APPROVED.**

Local Licensing Authority (City or County)	<input type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk
Signature	Title	Date

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

Liability Information			Total
License Account Number	Liability Date	State	
		-750 (999)	\$

(Instructions on Reverse Side)



## Application Information and Checklist

The following supporting documents must be attached to this application for a permit to be issued:

- Appropriate fee.
- Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions. **Note:** If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
- Copy of deed, lease, or written permission of owner for use of the premises.
- Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; or
- If not incorporated, a NONPROFIT charter; or
- If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.

- Application must first be submitted to the Local Licensing Authority (city or county) at least thirty (30) days prior to the event.
- Public notice of the proposed event and procedure for protesting issuance of the permit shall be conspicuously posted at the proposed location for at least (10) days before approval of the permit by Local Licensing Authority. (44-5-106 C.R.S.)
- State Licensing Authority must be notified of approved applications by Local Licensing Authorities within ten (10) days of approval.
- Check payable to the Colorado Department Of Revenue

### Qualifications for Special Events Permit

(44-5-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 4 and 3 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.



**Sandra Mutchler, C.P.A.**

Chief Operating Officer  
sandra.mutchler@eagleschools.net



July 26, 2021

To Whom it May Concern:

I understand there is a request to host the 2nd Annual 5k Bindu Memorial Run be held at Maloit Park on Saturday, August 28th with the intent to serve keg beer for those attending and participating in the event. Upon the completion of the ECSD facility usage report and acceptance of the terms and conditions of use I approve and authorize use of the facilities.

Please feel free to contact me with any further questions concerning the use of the facilities.

Regards,

*Sandra Farrell*

Sandra Farrell  
Chief Operations Officer  
Eagle County School District RE50J  
948 Chambers Ave;  
PO Box 740  
Eagle, CO 81631

**pho: 970 328-6321 fax: 970 328-1024**

myapp.is/EagleSchools • web: eagleschools.net • twitter: @eagleCOSchools • facebook: eagle.schools • 948 Chambers Ave • PO Box 740 • Eagle, CO 81631





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/FINANCE**

*MEMORANDUM*

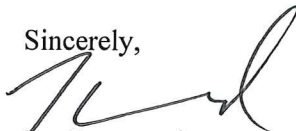
TO: Scott Peterson, ECSO-Minturn  
Mike Sawyer, Town Attorney  
FROM: Jay Brunvand, Treasurer/Clerk  
CC:  
DATE: Thursday, August 12, 2021  
RE: Special Event Permit

I am in receipt of a Special Event Permit submitted by the Minturn Community Fund. for an event to be held at the ball fields of the Vail Ski and Snowboard Academy located at 1 Academy Loop Minturn, CO on Saturday August 28, 2021. Because this event is for the MCF, and they have held multiple events before I am not asking for a full background check, fingerprints, etc. at this point. In the event an issue is presented that would require further investigation we would do the fingerprints then. I will be available to work with you in the event you have any questions.

I have scheduled this for Council review on August 18, 2021. Note, because this is a Special Event Permit, only the Town approves the application, the State is informed of the event but they do not approve the application as is done with a Liquor License application.

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

Sincerely,



Jay Brunvand  
Town Clerk/Treasurer



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 (Second Reading)

**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. There are no changes from First Reading.

**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, “rfrers” 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 (Second Reading) 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: Minturn Town Council  
From: Michelle Metteer  
Date: August 18, 2021  
RE: Two Elk Target Range Funding Request

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**REQUEST:** Approval of \$14,000 toward the cost of the Keystone Policy Center public facilitation proposal (attached).

**INTRODUCTION:**

The Minturn shooting range has recently (over the last several years) seen an increase in activity not typically experienced in the range’s 100-year history. As is understood, the range originated as a location for locals to sight-in their rifles in preparation for hunting season. As the Colorado population has grown and human activity in the White River National Forest has increased exponentially, the shooting range has seen an increase in undesirable use (exploding targets, unsafe shooting practices-shooting while other users are downrange, leaving debris and trash, shooting at items not allowed-TV’s, etc. and more).

The USFS has rules and regulations pertaining to dispersed shooting ranges. Unfortunately, without the presence of supervision or enforcement, some individuals either do not educate themselves on their responsibilities as a shooting range user or do not care.

The perception of the shooting range as being a bit of the “wild west” has led to two human-caused fires during the dry summer season of 2018. Locals are now searching for solutions on a variety of issues stemming from the range, most significantly safety.

**ANALYSIS:**

The core group of volunteers, commonly known as the Shooting Range Committee, have done everything available to them in an effort to improve the cleanliness and safety at the TETR. The group is now at a crossroads where to make any meaningful change, a public process must be conducted in alignment with “Recreational Shooting Collaborative Process” memo by the USFS for consideration by the USFS for any additional changes at the range (hours of operation, management, earthwork improvements, etc.).

**COMMUNITY INPUT:** Ongoing

**BUDGET / STAFF IMPACT:** \$14,000

**STRATEGIC PLAN ALIGNMENT:**

Practice fair, transparent and communicative local government

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

**RECOMMENDED ACTION OR PROPOSED MOTION:** Approve funding in the amount of \$14,000 toward 50% of the cost of the Keystone Policy Center Proposal to facilitate the public engagement process.

ATTACHMENTS:

- Keystone Policy Center Facilitation Proposal
- USFS Memo; Recreational Shooting Collaborative Process
- Public Comment – David Wells



Michelle Metteer  
Town Manager  
Town of Minturn  
301 Boulder Street, #309  
Minturn, CO 81645

Dear Michelle,

Keystone Policy Center is pleased to present the attached proposal in response to your request for public engagement on recreational shooting opportunity management at the Two Elk Target Range. Please let me know if you have any questions.

Sincerely,

Jonathan Geurts  
Senior Project Manager  
Keystone Policy Center  
(720) 295-9842  
[jgeurts@keystone.org](mailto:jgeurts@keystone.org)

## PROPOSAL – KEYSTONE POLICY CENTER

### RECREATIONAL SHOOTING OPPORTUNITY MANAGEMENT – TWO ELK TARGET RANGE

#### ABOUT KEYSTONE POLICY CENTER

Keystone Policy Center (Keystone) creates lasting solutions through strategic collaboration. For more than 40 years, Keystone has brought together crucial teams of leaders who have diverse individual perspectives and responsibilities but recognize a common need to address urgent issues. We lead and support a broad portfolio of efforts in areas of natural resources, recreation, agriculture, energy, education, and health. We offer experienced, creative thought partnership along with expert, nuts-and-bolts facilitation skills for designing, implementing, and translating multi-stakeholder dialogue into actionable outcomes. As a 501(c)3 non-profit, non-advocacy organization, we maintain an unwavering [commitment to independence](#), providing all participants the opportunity to truly own decisions and create positive impacts by working with shared-goal partners.

With 22 staff in three locations (our Keystone, CO headquarters along with offices in Denver, CO and Washington, DC), our project teams build from decades of experience, training, higher education and networks in relevant fields of policy and science.

- *Services and skills:* We combine our substantive knowledge with skills in collaborative process design, issue assessment, strategy development, meeting and conference planning, dialogue facilitation, mediation and conflict resolution, project management, communications, knowledge synthesis and report writing.
- *Engagement efforts:* Our projects and programs include convening and/or facilitating leadership groups, stakeholder task forces, advisory committees, long-standing coalitions, public engagements, and conferences and summits at local, state, regional and national scales.
- *Results:* Our work supports the development and adoption of principles, guidance documents, policies, strategic plans, management plans, collective action networks, best practices, demonstration projects, tools and resources, and impact metrics for a wide variety of stakeholders, leaders and decision-makers.

In the field of natural resource management, Keystone focuses on helping resource managers, stakeholders, and communities establish sustainable and equitable management, use and access to natural resources and public lands, especially in the face of trends like growing populations and changing climate.

- *Stakeholders:* We help leaders reach higher common ground across public sector agencies, elected officials, farmers and ranchers, sportsmen, recreation associations, tribes, conservationists, social justice advocates, non-governmental organizations, private sector companies, philanthropic foundations, academics, community leaders, and citizens groups.
- *Subject matter:* Our projects address the intersection of recreation and visitor use, capacity planning, wildlife and habitat conservation, climate change, watershed and forest health protection, resource development and multi-use resource management planning, equity and access, conservation funding, transportation, abandoned mine clean-up and more.

## RELEVANT EXPERIENCE

Highlighted below are featured projects and additional examples of our breadth and depth of experience facilitating numerous efforts in natural resources, recreation, and public lands management. Collectively our projects engage stakeholders and community members at large on many of the issues faced by Minturn in managing the TETR, including its interaction with adjacent public and private land uses.

### **Featured Projects:**

#### **Eldorado Canyon State Park Visitor Use Management Plan**

Keystone facilitated a year-long engagement and planning effort with Colorado Parks and Wildlife (CPW) to develop a Visitor Use Management Plan for Eldorado Canyon State Park, which has experienced rapid increases in visitor use that are straining park access and resources. To address these issues, Keystone worked with CPW and other partners to integrate feedback on potential park access and in-park management strategies from an interagency team, a multi-stakeholder task force, public engagement efforts, and a park capacity study. The efforts for the plan at this park will create a model for how the agency handles visitor use concerns statewide. The stakeholder task force was comprised of representatives from relevant government agencies, community representatives, and recreational interests. Examples of strategies under consideration included shuttles, parking reservations, an outreach and communications plan, in-park trail upgrades, and more. In addition, the process engaged diverse stakeholders for their feedback to inform whether and how a potential multi-use connector trail from Eldorado Canyon to Walker Ranch might be implemented and managed in relation to the Visitor Use Management Plan. (2019-2020). *Reference: Kacie Miller, Planning Manager, Colorado Parks and Wildlife, [kacie.miller@state.co.us](mailto:kacie.miller@state.co.us)*

#### **NoCo PLACES 2050**

Keystone facilitates and provides project management to this collaborative effort, which was founded to address the future implications of population growth along Colorado's Front Range. This growth corresponds to an increasing demand for recreation, which is straining the capacity of public lands. In response, eight public land management agencies formed NoCoPLACES 2050 (NoCo) to address the challenge of conserving natural and cultural resources while providing equitable access and a quality recreation experience for current and future generations. Keystone helps NoCo realize this vision by managing a series of core topic investigations to find insights and uncover trends. The core topic series will inform joint guidelines and adaptable strategies for public land management along the Front Range. (2020-present) *Reference: Steve Coffin, Steve Coffin Strategies, [steve@stevecoffinstrategies.com](mailto:steve@stevecoffinstrategies.com)*

***In brief: Additional Natural Resource Management, Public Lands, and Recreation examples. We are happy to provide additional and references for any of these efforts upon request.***

- **Browns Canyon National Monument Planning.** Designed and facilitated discussions for the Friends of Browns Canyon and a coalition of local residents resulting in a comprehensive Sustainable Alternative Plan outlining recommendations to the Bureau of Land Management and the U.S. Forest Service regarding the federal resource management plan for Browns Canyon National Monument. (2019)

- **Basalt Shooting Range Public Listening Sessions:** Lead facilitator for two public meetings hosted by Colorado Parks and Wildlife designed for community members and the public to provide information, answer questions, listen to suggested solutions, and find common ground with Roaring Fork Valley residents concerned about the future of the Basalt State Wildlife Area Shooting Range in the wake of the destructive 2018 Lake Christine Fire that originated at the range. (2018)
- **Colorado West Slope Mule Deer Strategy:** Designed, facilitated, and synthesized findings for seven local public meetings and a Statewide Summit to discuss the issues facing the Colorado West Slope mule deer populations and garner public input on a Colorado West Slope Mule Deer Strategy that will guide CPW's efforts to work towards increasing deer populations. (2014)
- **Landscape Conservation Cooperatives (LCCs):** Desert, Southern Rockies, Great Plains and Gulf Coast Prairie: Keystone helped to launch and facilitate several members of the LCC network, a U.S. Department of the Interior initiative involving federal, state, tribal, academic, non-governmental, and private sector stakeholders to develop science-based transboundary natural resource management recommendations in response to climate change and other large-scale stressors. (2010-2015)

## PROJECT TEAM

Keystone utilizes a team approach to ensure all project needs are met. The proposed facilitation team will be comprised of two lead staff and a policy fellow: **Jonathan Geurts**, senior project manager will lead facilitation and project management. **Julie Shapiro**, program director and senior policy director will serve as strategic advisor for the effort. Jonathan will be supported by a policy fellow for notetaking, summary writing, and logistical coordination. In the case of unexpected or unavoidable circumstances for these team members, other experienced Keystone staff can be called upon to temporarily fill their roles.

Resumes for Jonathan Geurts and Julie Shapiro are copied below.

## PROPOSED APPROACH

In all of its projects Keystone engages participants in productive, structured conversations focused on producing actionable outcomes. We create a collaborative environment in which all perspectives are respected, considered, and incorporated into final decisions. In this age of polarized debate on nearly every major topic in public policy, success often depends on identifying and exploring the fundamental interests and values that underlie stated positions; on respectful management of differences in personality and culture; and on designing dialogue processes that reflect procedural and psychological as well as substantive needs.

In service of these principles, Keystone proposes to provide third-party management of pre-meeting preparation and logistics, in-meeting note-taking and facilitation, and post-meeting follow-up. For smaller meetings, follow-up will take the form of next steps and/or discussion summaries. For public meetings, it will include summary reports of public comments, in which we will distill the key issues and recommendations that emerge through engagement for consideration by decision-making agencies. At the end of the process, Keystone proposes to develop a final report outlining the options raised and reflecting the range of perspectives on the issue.

In response to the desire to set up a collaborative stakeholder-driven effort that may inform but is independent of specific government actions, Keystone recommends standing up two groups in parallel, an Interagency Team comprised of public lands managers and a Stakeholder Task Force comprised of non-agency representatives who have a substantial interest in the future of the Two Elk Target Range (TETR).

### **Stakeholder Task Force**

The seating of the Stakeholder Task Force can be accomplished in a couple of ways depending on the mood of the community and the size of the stakeholder pool. The process of finding stakeholders can be accomplished either by open application or by recommendation, both of which have benefits and detractions. Keystone will work with the client/convener to determine which is the most appropriate approach for this process. Please note that the role of the convener differs from Keystone's facilitator role in that the convener expresses the need for the group to gather and has a voice in who they need to hear from to meet that need, while Keystone recommends and applies the best practices used to achieve these ends. One first step will be to determine which entity is in the best position to serve in the convener role.

Regardless of whether the seating is initiated by application or by recommendation, the completeness of the group is best informed by interviews with the stakeholders that are identified, and with decision-makers. Keystone will work with the client/convener of the process to compile this list. As a result of these interviews, Keystone proposes to compile a recommended list of participants for review by the convener before invitations are extended. To ensure all of their voices can be heard, about 20 participants is the largest practical size for such a group, not including coordinating staff.

The charge of the Stakeholder Task Force will be to investigate options for future management of the TETR, collecting relevant information, soliciting broader public input, seeking consensus, and delivering recommendations on a path forward to the U.S. Forest Service to inform their decision-making. The amount of collaborative work required to fill this charge may require a monthly meeting to achieve (2-3 hours in length, depending on the availability and willingness of the stakeholders). These meetings will be tentatively conducted in person unless otherwise required by circumstance, requested by the client, or collectively requested by the participants, in which case a virtual option will be provided. If requested by a portion of the group, Keystone is open to exploring the option of a hybrid meeting with some members participating remotely; however, this arrangement can set up disparities in participation and will be dependent on the availability of the requisite technology. Regardless of meeting format, some form of participation will be enabled between meetings, as well.

### **Interagency Team**

The role of the Interagency Team will include 1) following the progress of the Stakeholder Group, informing them of applicable laws and regulations and responding to requests for information, and 2) coordinating between themselves on cross-jurisdictional issues as they arise. The amount of coordination required for the issue may require a monthly 1-2-hour meeting to achieve, and each meeting will be scheduled to respond to the most recent meeting of the Stakeholder Task Force. These meetings may be conducted virtually or in person as needed.



## Public Engagement

Keystone proposes to engage the public twice in the course of this project. The first engagement would be early in the process to frame the issue and help generate ideas, and the second would ask the public to review a set of draft recommendations proposed by the Stakeholder Task Force. Due to the broad mission of the U.S. Forest Service, which manages the land comprising the TETR, the focus of public engagement will be regional. To achieve this scope, we recommend that each engagement include both an in-person event to be held locally in or near Minturn and a fully virtual event to serve those who are unable or unwilling to attend in person. Both events will provide opportunities for the task force and U.S. Forest Service to hear from the public as well as speak to them. A solicitation for comment in the form of a survey will be provided electronically for both sets of events.

## Final Report

At the culmination of the project, Keystone will generate a summary report that characterizes the process and its substantial conclusions. It will reflect the range of perspectives that were raised, clearly identifying areas where the Stakeholder Task Force may have reached consensus and areas where it may remain divided. This summary will serve to support any recommendations compiled by the task force itself, retaining the nuance of the dialogue and showing the work behind the conclusions that are reached.

## PROPOSED TIMELINE

### Assumptions

The following timeline represents the general arc of a 12-month collaborative process. In reality, the groups may move faster or slower through different points in the process, and there is leeway for adaptation along the way. Also, some open tasks or questions at the end of each meeting may be able to be addressed by ad hoc subgroups in between meetings.

### Timeline

Date Range	Event	Objectives
June-July 2021	Stakeholder Interviews	<ul style="list-style-type: none"><li>Interview stakeholders to assess current perspectives and situational context and to seat the Stakeholder Task Force</li></ul>
Late July- Early August 2021	Kick-off meetings for Interagency Team (IT) and Stakeholder Task Force (STF)	<ul style="list-style-type: none"><li>Clarify roles and establish guidelines for participation</li><li>Propose and approve the scope of discussion</li><li>Review the current status of the TETR and key historical points</li><li>Identify initial desired conditions</li><li>Identify needs for information</li></ul>
August 2021	Public engagement	<ul style="list-style-type: none"><li>Present the issue and the stakeholder process to the public</li><li>Solicit input on issue framing and visioning, and brainstorm ideas for solutions</li></ul>

September 2021	2 <sup>nd</sup> meetings of IT and STF	<ul style="list-style-type: none"> <li>• Review public input, add to and revise desired conditions as needed</li> <li>• Brainstorm potential options, and identify information needs</li> <li>• Review new information, hear from experts</li> <li>• Set up work groups for targeted research and drafting</li> </ul>
October 2021	STF work group meetings (Full group meetings of the IT and STF take a bye this month)	<ul style="list-style-type: none"> <li>• Add depth to options</li> </ul>
November 2021	3 <sup>rd</sup> meetings of IT and STF	<ul style="list-style-type: none"> <li>• Review and edit options developed by work groups</li> </ul>
December 2021	Bye month for the holidays	<ul style="list-style-type: none"> <li>• Individual coordination calls as needed</li> </ul>
January 2022	4 <sup>th</sup> meetings of IT and STF	<ul style="list-style-type: none"> <li>• Review, edit options</li> <li>• Discuss framing for public engagement</li> </ul>
February 2022	Public engagement (IT and STF take a bye month)	<ul style="list-style-type: none"> <li>• Public engagement</li> </ul>
March 2022	5 <sup>th</sup> meetings of IT and STF	<ul style="list-style-type: none"> <li>• Review public engagement</li> <li>• Identify needed edits to options</li> </ul>
April 2022	6 <sup>th</sup> meetings of IT and STF	<ul style="list-style-type: none"> <li>• Finalize options into recommendations</li> </ul>
May 2022	Keystone finalization	<ul style="list-style-type: none"> <li>• Finalize the summary report</li> </ul>

## COST ESTIMATE

### Assumptions

The following cost estimate assumes a twelve-month process as outlined in the timeline above, with Jonathan Geurts and a policy fellow providing the bulk of the work. Julie's time in an advisory role is offered *pro bono*.

Seven months of IT and STF meetings is one higher than listed in the timeline, since the month of October 2021, which focuses on work groups, is estimated to be about the same level of effort as a month with an IT and STF meeting. Time is allocated for 15-20 stakeholder interviews in the lead-up to the project. The public engagement figures account for two public engagement events, each offered both in person and virtually.

### Budget

The Keystone Policy Center					
TETR Stakeholder Process					
	7 months of IT and STF meetings	Stakeholder Interviews	Public Engagement (2 sessions)	Summary Report	TOTAL
Jonathan Geurts	95	10	30	12	146.5
Policy Fellow	84	10	38	12	144.0
<b>Total hours</b>	<b>179</b>	<b>20.0</b>	<b>68.0</b>	<b>24.0</b>	<b>290.5</b>
Jonathan Geurts	\$ 10,868	\$ 1,150	\$ 3,450	\$ 1,380	\$ 16,848
Policy Fellow	\$ 5,880	\$ 700	\$ 2,660	\$ 840	\$ 10,080
<b>Total Labor Cost</b>	<b>\$16,748</b>	<b>\$1,850</b>	<b>\$6,110</b>	<b>\$2,220</b>	<b>\$26,928</b>
<b>Direct cost (travel mileage, meeting materials)</b>					<b>\$880</b>
<b>Total Cost</b>					<b>\$27,808</b>



## Jonathan Geurts Senior Project Manager

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### Areas of Expertise

Coalition and  
consensus building

Public engagement

Advisory committees  
and task forces

Project management

Natural resources  
management

Public lands  
management

Agricultural  
sustainability

### Experience

Jonathan has over 10 years of experience interpreting natural resources and developing land management strategies. As a Senior Project Manager with the Keystone Policy Center he has managed and facilitated projects that have connected agricultural supply chains – from farmer to retailer – on sustainability principles, engaged communities on joint needs for adjacent public lands, and helped land and water planners problem solve for a water scarce future. Prior to Keystone, he worked in the public sector for the U.S. Forest Service, National Park Service, and Natural Resources Conservation Service.

Jonathan holds a Master of Arts in conflict resolution from the University of Denver and a Bachelor of Arts in environmental studies from St. Olaf College.

### Projects

**NoCoPLACES 2050:** Facilitator for an effort of eight public land management agencies and additional stakeholders to address the challenge of conserving natural and cultural resources while providing equitable access and a quality recreation experience for current and future generations in the context of a rapidly growing population and visitation on Colorado’s Front Range.

**Eldorado Canyon State Park Visitor Use Management Plan:** Project manager and facilitator for stakeholder and public engagement to address visitor access and use issues in Eldorado Canyon State Park.

**Browns Canyon National Monument Working Group:** Lead facilitator for a diverse local working group representing interests specific to Browns Canyon National Monument. The group developed a Sustainable Alternative, which was submitted to the Bureau of Land Management during the scoping phase of management planning.

**Routt Recreation Roundtable:** Facilitator for design and facilitator of a 30-person stakeholder roundtable of various recreational user groups and community interests; senior facilitator for contentious Mad Rabbit Trails system dialogue.

**Colorado Water and Growth Dialogue:** Facilitator for a group of land use planners and water suppliers who explored and demonstrated how the integration of water and land use planning should be used to reduce water demand from the development associated with population growth along Colorado's Front Range.

**Desert Landscape Conservation Cooperative:** Facilitator for the DLCC. Keystone helped to launch and facilitate several members of the LCC network, a U.S. Department of the Interior initiative involving federal, state, tribal, academic, non-governmental, and private sector stakeholders to develop science-based transboundary natural resource management recommendations in response to climate change.

**Carlsbad Resource Management Plan Community Roundtables:** Facilitator for roundtables designed to enable community members and stakeholders to share perspectives, challenges, and opportunities regarding land management in the Permian Basin in the context of the Bureau of Land Management Resource Management Plan for the Carlsbad Field Office.

**Gold Butte National Monument Conservation Partners Planning:** Facilitator for meetings of conservation sector partners to identify a common vision and priorities to recommend to the Bureau of Land Management as it develops a management plan for the Monument.

**Sustainable Agriculture Summit:** Facilitator and planner assisting six sustainability organizations to organize the premier annual event for sustainability in U.S. agriculture, convening over 500 representatives spanning the supply chains for commodity and specialty crops, beef, pork, dairy, and poultry production.

**USDA Forest Service Planning Rule Advisory Committee:** Facilitation and project support for the federal advisory committee tasked with developing recommendations for the implementation of the National Planning Rule.

**Keystone Monarch Collaborative:** Facilitator for a membership representing the academic, nonprofit, agribusiness, farmer, and government sectors to develop and promote private-lands solutions to declining monarch butterfly populations.

**Midwest Row Crop Collaborative:** Facilitator and project manager for a coalition of food and beverage retail companies, agribusinesses, and conservation groups organized to improve water quality and soil health in the Upper Mississippi River watershed.

**Field to Market: The Alliance for Sustainable Agriculture:** Facilitator and project manager for the long-standing collaborative stakeholder organization, which began as a Keystone dialogue. FTM represents the U.S. commodity agriculture supply chain, sets metrics for social and environmental outcomes, and coordinates efforts to improve those outcomes.



**Julie Shapiro**  
**Senior Policy Director**  
**Natural Resources Program Director**

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### Areas of Expertise

Coalition and  
consensus-building  
Public Engagement  
Advisory Committees  
and Task Forces  
Natural resources  
management  
Public lands  
management  
Agricultural  
Sustainability  
Pollinator Health  
Emerging Technologies

### Experience

Julie has 18 years of experience in the natural resource field as a facilitator, mediator, and educator. As a Senior Policy Director at Keystone Policy Center, Julie creates, facilitates, and sustains strategic partnerships and collaborations, enabling common understanding and forging shared solutions to complex problems for people, land, water, and wildlife. Julie enables pathways for diverse government, business, academic, and NGO leaders to reach common higher ground on challenging natural resource and societal issues. Julie has designed and facilitated stakeholder dialogues, public engagement processes, strategic planning processes, and summits on international, national, regional, state and local scales in areas of natural resource management, agriculture, and emerging technologies. Julie holds a Master's degree in environmental studies from the University of Colorado at Boulder and Bachelor's degrees in geosciences and English from Williams College.

### Projects

**NoCoPLACES 2050:** Facilitator for an effort of eight public land management agencies and additional stakeholders to address the challenge of conserving natural and cultural resources while providing equitable access and a quality recreation experience for current and future generations in the context of a rapidly growing population and visitation on Colorado's Front Range.

**Eldorado Canyon State Park Visitor Use Management Plan:** Lead facilitator for a year-long effort with Colorado Parks and Wildlife to help address rapid increases in visitor use that are straining park access and resources. The process included a stakeholder task force, interagency advisory group, and public meetings and surveys.

**Colorado West Slope Mule Deer Strategy:** Lead facilitator for seven local public meetings and a Statewide Summit to discuss the issues facing the Colorado West Slope mule deer populations and garner public input on a Colorado West Slope Mule Deer Strategy that will guide Colorado Parks and Wildlife's efforts to work towards increasing deer populations.

**Routt Recreation Roundtable:** Strategic advisor for design and facilitator of a 30-person stakeholder roundtable of various recreational user groups and community interests that met four times to discuss perspectives and develop alternatives regarding the contentious Mad Rabbit Trails system.

**Basalt Shooting Range Public Listening Sessions:** Lead facilitator for two public meetings hosted by Colorado Parks and Wildlife designed for community members and the public to provide information, answer questions, listen to suggested solutions, and find common ground with Roaring Fork Valley residents concerned about the future of the Basalt State Wildlife Area Shooting Range in the wake of the destructive 2018 Lake Christine Fire.

**Boldly Forward:** Lead facilitator for the 2018 Energy, Natural Resources, and Agriculture Transition Committee for Colorado Governor-elect Jared Polis that informed the selection of cabinet positions and developed reforms and opportunities recommendations for the CO Energy Office, Department of Natural Resources, and Department of Agriculture.

**Colorado Statewide Comprehensive Outdoor Recreation Plan (SCORP):** Senior project advisor on the design of a stakeholder workshop to help facilitate the development of the 2019-2023 (SCORP), which identified Colorado's top priorities for outdoor recreation and strategies that will inform management and funding for the next five years. The workshop resulted in goals, objectives and draft strategies to achieve top priority areas for the SCORP.

**A Climate Plan for Public Lands:** Strategic advisor to an effort of NGOs with diverse interests – national environmental organizations and grassroots groups focused on topics like climate justice, air pollution, conservation, wildlife, outdoor recreation, and faith-based approaches to stewardship – to articulate and advance their shared values intersecting public land issues and climate.

**Cielo Vista Ranch/La Sierra:** Strategic advisor to an effort regarding an 70,000 acre Mexican Land Grant along the Sangre de Cristo range that is the subject of the longest running legal dispute in Colorado. The facilitated conversations sought to find common ground in balancing the interests of the property owner with the rights of community members and heirs to the property in the development of an organizational structure and land management plan to address fire mitigation, grazing, and access. This historical project also included the emphasis of history and culture of the community.

**Browns Canyon National Monument Planning.** Senior facilitator for a coalition of local residents resulting in a Sustainable Alternative Plan outlining recommendations to the BLM and USFS regarding the federal resource management plan for Browns Canyon National Monument.

**Carlsbad Resource Management Plan Community Roundtables:** Lead facilitator of roundtables designed to enable community members and stakeholders to share perspectives, challenges, and opportunities regarding land management in the Permian Basin in the context of the Bureau of Land Management Resource Management Plan for the Carlsbad Field Office.

**Gold Butte National Monument Conservation Partners Planning:** Facilitated meetings of conservation sector partners to identify a common vision and priorities to recommend to the Bureau of Land Management as it develops a management plan for the Monument.

**South Park Master Leasing Plan and Moab Master Leasing Plan Stakeholder Workshops:** Lead facilitator of roundtables that engaged stakeholder perspectives and management suggestions for Bureau of Land Management oil and gas leasing plans in Moab, UT and South Park, CO.

**Landscape Conservation Cooperatives (LCCs): Desert, Southern Rockies, Great Plains and Gulf Coast Prairie:** Lead facilitator that helped to launch several members of the LCC network, a U.S. Department of the Interior initiative involving federal, state, tribal, academic, non-governmental, and private sector stakeholders to develop science-based transboundary natural resource management recommendations in response to climate change and other large-scale stressors.



**Sustainable Beef Workshops:** Lead facilitator working with National Cattlemen’s Beef Association (a contractor to the Beef Checkoff) and World Wildlife Fund US through a series of 4 field-tour based workshops that brought together a diverse supply chain audience and engaged participants in joint dialogue and information-sharing about sustainability issues for ranchers and beef supply chains.

**Honey Bee Health Coalition:** Lead facilitator for a coalition of academic, nonprofit, agribusiness, farmer, beekeeper and government sectors to develop and promote private and public lands solutions to support honey bee health.

**Keystone Monarch Butterfly Collaborative:** Facilitated diverse group of national organizations representing farmers, ranchers, and land owners; businesses working along the agricultural supply chain; researchers and academic institutions; federal and state entities; and conservation organizations to strengthen monarch populations and habitat through public policy and outreach to farmers, ranchers and large landowners.

**Gene drive research and wildlife management.** In partnership with North Carolina State University and Arizona State University, provided third party facilitation in an effort to incorporate stakeholder input into gene drive research exploring the feasibility and suitability of the use of gene drives for control of invasive rodents, which threaten island ecologies and biodiversity. Separately, facilitated an off-record international engagement of gene drive researchers and Indigenous leaders in a series of virtual roundtables to share information on key issues in science, policy, engagement, and cross-cultural collaboration.

**Governor’s Colorado Forest Health Advisory Council:** Lead facilitator for a task force including representatives from state and federal agencies, local government, non-governmental organizations, forest industry, water providers and the academic community. The Council coordinated and led efforts to facilitate fire-resilient communities, restore and maintain forest health across the state, and ensure consensus-oriented forest management that contributes to local economic sustainability, including private sector opportunities.

**Governor’s Advisory Committee on the Colorado Renewable Energy Standard:** Lead facilitator of a multi-stakeholder task force charged with developing key findings and recommendations to the Colorado Energy Office and Governor Hickenlooper regarding legislation that increased the renewable energy standard for electric cooperative utilities.

**Snake River Watershed Task Force:** Lead facilitator for a stakeholder group comprised of federal, state and local agencies, conservation organizations, and private companies that resulted in identification and implementation of multiple mine reclamation and related mitigation projects to improve water quality in the watershed.

**Grand Lake Clarity Stakeholder Committee:** Lead facilitator for a stakeholder group that developed a clarity standard proposed to and approved by Colorado’s Water Quality Control Commission and an accompanying multi-stakeholder MOU for adaptive management that considers the recreational and aesthetic values of the lake as well as its importance as part of the Colorado-Big Thompson project that delivers water and energy to Colorado’s Eastern Slope.

## **-Recreational Shooting Opportunity Management on National Forest System lands -**

### History – Background

The Two Elk Target Range has been on the landscape for over 50+ years. It began as a dispersed shooting area which occupies National Forest System lands. The United States Forest Service (USFS) has worked with local recreational shooting enthusiasts over the long history of the range. Sometime in the mid-1990's the build-up of debris and inappropriate use of the range came to a head. The then Holy Cross Recreation Manager and District Ranger asked the community to get involved in taking care of the range or the range would be closed. The community rallied and the range was moved from being a dispersed area to an actual developed site within the USFS management regime (similar to a campground in FS terms). Four lanes were designated, picnic and shooting tables were constructed in each lane, signs were installed, rock was placed to define the road system and buck-n-rail fence was constructed to delineate each lane. A loose unofficial entity was formed called the Minturn Shooters Association. This group never formalized with the CO Secretary of State nor became a registered non-profit entity. The USFS and MSA entered into sporadic volunteer agreements with the USFS to try to keep the range clean over the next 20 years. The USFS has never managed the range with on-site staff or entered into any formal agreements for the day-to-day management of the range. The area is known as a "cowboy" range due to its unmanaged nature.

Recently over the last three years, concerned citizens in the Town of Minturn have expressed issue with having an unmanaged target range so close to houses, walking trails, and bike-park. They expressed their concerns to the leadership of Minturn.

- 2018 Fire at the Two Elk Target Range led to an ongoing investigation at the site.
  - Town of Minturn Council convened and via public discussion in September 2018 post fire - a small group of interested citizens joined together to discuss the issues and potential solutions during the winter of 2018/2019, summer 2019 clean ups and continued email discussions into 2020. The group included shooting advocates, residents of Minturn, recreational shooters and non-shooters.
  - The group decided to host monthly clean up days during the summer of 2019.
- COVID 19 did not allow for volunteer clean ups in 2020.
- 2020 - Ongoing explosions, noise complaints, accumulating debris, live ammunition, etc. continue at the range.
- Dingell Act passed in 2019/2020 outlines the public comment process to make changes to recreational shooting opportunities on federally managed lands.

***The 2019-2020 Dingell Act details in Sec. 4102 that In General. – Subject to subsection (b), Federal land shall be open to hunting and fishing, and recreational shooting, in accordance with applicable law, unless the Secretary concerned closes an area in accordance with section 4103.***

*Section 4103 paraphrased requires the Secretary concerned to establish a period for closure and reasons of the closure. The closure area shall be the smallest area for the least amount of time required for public safety, administration or compliance with applicable laws.*

*In general – except in an emergency before permanently or temporarily closing any Federal land to recreational shooting (which includes instituting new user regulations otherwise known as prohibitions*

*to limit how a recreational shooter can occupy and use the Federal land) – The land management agency shall -*

- A. Consult with State Fish and Wildlife agencies; and*
- B. Provide public notice and opportunity for comment via a notice of intent within the Federal Register and at least 1 newspaper.*
- C. An opportunity to comment for not less than 60 days for a permanent closure or not less than 30 days for a temporary closure.*

In general the Dingell Act ensures that proposals to close or change how the public can recreationally shoot on Federal lands goes through a well vetted public process. The Act directs federal agencies to undergo NEPA and then conduct a Notice Of Intent (NOI) in the federal register regarding any supplementary rules that may result as an outcome. Once NEPA is completed, the USFS must bring the proposal that changes recreational shooting opportunities before each level of the agency, Forest (White River), Regional (Rocky Mountain Region), and then to Washington Office. The Washington Office would present the management proposal to a Congressional Subcommittee along with the outline of the collaborative process undertaken which led to the proposal. This process ensures that there was an open and transparent public process which led to the proposal to make changes to recreational shooting opportunities.

**Moving Ahead - Recommendation** – Begin a cooperative process to outline the desired conditions and recommendation for actions that will help achieve a collaborative vision regarding future management of the Two Elk Target Range. Develop a well-represented Stakeholder Group which will collaborate on the groups’ goals and objectives, define issues and concerns and potential short and long-term management strategies for the Two Elk Target Range (TETR). This group should include the following type of representation:

- Recreational Shooters who use the site
  - Eagle County Resident
  - Non Eagle County Resident (Front Range)
- National Rifle Association (NRA) Range Service Advisor
- State Senator and/or Congressional representatives- they likely won’t come to all meetings but super important that they know what is happening.
- Colorado Parks and Wildlife
- Eagle County Commissioner
- Town of Minturn property owners
  - South Town - residential
  - Main Minturn – residential
  - Maloit Park – residential
  - Commercial/Industrial land owner
- Hiking Representative
- Mountain Bike Representative
- Stock user (horse/mule/llama) Representative
- Dog walking/casual walker Representative
- Motorized Representative
- Angler

- Hunter
- Union Pacific Representative
- Battle Mountain Representative
- Power Company (Excel or?)
- Winter non-motorized Representative

Ideally, the Stakeholder Group (SG) would be coordinated and led via an impartial 3<sup>rd</sup> party Facilitator. This Facilitator would guide the group through a managed process. There would be representatives from local and state governments (USFS, CPW, Town of Minturn, Eagle County, Town of Vail etc) as well as from local interest groups and/or individuals. Government entities role in the SG would be to provide information related to applicable laws and regulations and answer questions rather than define the outcomes.

The overall goal of the Stakeholder Group (SG) would be to collaborate on the development of a well-defined vision and associated management strategies for the TETR area that meets the intent and direction found in the Dingell Act. Once the overall vision and management strategies have been defined, the USFS will then conduct the required environmental evaluation process mandated by the National Environmental Policy Act (NEPA). Proposals brought forward from an engaged SG will greatly enhance the chances for public support and overall long-term success of the proposal.

The existing small group of interested public who met during 2018-2020 have presented several options to begin the conversation within a more formal SG process. They include but are not limited to, (1) identify a potential entity who would operate the target range commercially under a special use permit which would include improvements and management requirements., (2) identify an alternate location for a target range within Eagle County that could then facilitate closure and rehab of the Two Elk range, (3) propose closure of the range by citing health, safety and other community concerns with no replacement, and (4) manage the range under an agreement with an established partner which would monitor and manage the range and potentially make improvements and propose to institute new regulations.

The next step would be to coordinate with the Town of Minturn, research a facilitator who could guide this process and then enter into a stakeholder collaborative process.

**From:** [W. David Walls](#)  
**To:** [Council](#)  
**Cc:** [Michelle Metteer](#)  
**Subject:** Keystone Policy Center Proposal re: Two Elk Target Range Stakeholder Discussions  
**Date:** Tuesday, August 10, 2021 8:42:27 AM

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I support the Minturn Town Council approving spending \$14,000 in connection with covering half the cost of hiring Keystone Policy Center's Proposal for facilitating the Two Elk Target Range Stakeholder discussions. This combined with the equal amount pledged by the Board of County Commissioners would ensure that a professionally organized effort would move forward to ameliorate the current situation of the Two Elk Shooting Range.

There are some 17 interested stakeholders identified as being interested in the future of the Range and the Keystone Policy Center suggests the largest feasible group for discussions is 20.

I've participated in a more local group of people meeting to try to come up with a solution and move the process ahead. The group's meetings chaired by Michelle Metteer were well run and progress was made. That progress has led to the current situation where the effort must transition to a higher and more public level of discussion.

This next stage begs for the involvement of professional facilitators and Keystone Policy Center's past involvements indicates they are the appropriate group to help move the effort forward.

David

W. David Walls  
Minturn CO 81645  
805.962.9944



To: Minturn Town Council  
From: Michelle Metteer  
Date: August 18, 2021  
RE: American Rescue Plan (ARP) Funds

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

**INTRODUCTION:**

As part of the federal COVID-19 relief, the American Rescue Act has distributed support funding to states, counties and municipalities with specific direction on how this funding can be spent. The funding will be distributed in two parts, one allocation now and the other allocation in approximately a year. Minturn will receive \$250,000 in ARA funds total.

**ANALYSIS:**

The guidance for spending ARA funds currently allows for four different uses as identified in the American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds Fact Sheet (included with this memo):

Four Allowed Uses:

1. To respond to the pandemic or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
2. For premium pay to eligible workers performing essential work (as determined by each recipient government) during the pandemic, providing up to \$13 per hour above regular wages;
3. For the provision of government services to the extent of the reduction in revenue due to the pandemic (relative to revenues collected in the most recent full fiscal year prior to the emergency);
4. To make necessary investments in water, sewer, or broadband infrastructure;

Minturn is in receipt of the first ARP distribution in the amount of \$143,897.73 as identified in Account # 02-00-4566 of the 2021 Minturn Budget Report to Council.

**COMMUNITY INPUT:** Ongoing

**BUDGET / STAFF IMPACT:** \$143,897.73 (revenue)

**STRATEGIC PLAN ALIGNMENT:**

Practice fair, transparent and communicative local government

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

Advance decisions/projects/initiatives that expand future opportunity and viability for Minturn

**RECOMMENDED ACTION OR PROPOSED MOTION:** Given the four allowed uses currently identified, Council has two options for allocating this funding:

1. Approve funds to be spent in accordance with allowed use #4: Investments in water infrastructure.
2. Hold funds until such time as additional guidance from the federal government is available to determine spending.

ATTACHMENTS:

- American Rescue Plan Act of 2021; Coronavirus State and Local Fiscal Recovery Funds Fact Sheet
- CML Elected Official Digest; What you need to know about the American Rescue Plan Act

# **American Rescue Plan Act of 2021**

## **Coronavirus State and Local Fiscal Recovery Funds Fact Sheet**

### **Summary**

The American Rescue Plan Act of 2021 creates new Coronavirus State and Local Fiscal Recovery Funds to keep first responders, frontline health workers, teachers, and other providers of vital services safely on the job as states, local governments, Tribes, and territories roll out vaccines and fight to rebuild Main Street economies. Funds are available until December 31, 2024.

Now that the legislation has been cleared by Congress, all matters of execution—including allocations of funding, regulations prescribing eligible uses of payments, and resolving matters of statutory ambiguity—will be determined by the guidance and regulations promulgated by the Secretary of the Treasury, which will be determinative.

What follows is a summary of the key aspects of the recovery funds, and describes the intent of the legislation, along with a preliminary understanding of how the Treasury will execute the proposals.

- States and the District of Columbia: \$195.3 billion
  - \$25.5 billion will be equally divided.
  - \$755 million will be allocated to make the District of Columbia whole after it did not receive a fair allocation under the CARES Act.
  - The remaining funds will be distributed based on the share of total unemployed workers.
  - If a state's combined state and local funding total is less than what they received under the CARES Act, the difference will be allocated to the state (this guarantees a minimum of \$1.25 billion for each state).
  - To the extent practicable, states and the District of Columbia will receive allocations from the Department of Treasury (Treasury) within 60 days of submitting a Certification of Need.
  - If Treasury decides that a payment to a State requires additional justification, the Secretary could choose to withhold up to 50% of the allocation to each state for up to 12 months from the date the certification of need is received. Such a withholding would not be required, and if the State submits a second certification of need, the Secretary would be required to release the withheld amount by the 12-month deadline.
  
- Local governments: \$130.2 billion divided evenly between cities and counties
  - \$65.1 billion will be allocated to metropolitan cities.
    - \$45.57 billion will be allocated to municipalities with populations of generally at least 50,000 using a modified Community Development Block Grant formula and sent directly from Treasury to the city.



- \$19.53 billion will be allocated to municipalities with populations of generally fewer than 50,000 in states and territories, with allocations capped at 75% of the locality’s most recent budget as of January 27, 2020. Funds will be sent to the state to distribute to the local community based on population within 30 days of receipt unless an extension is granted. Even if granted an extension, States must distribute the funds to the local community not later than 120 days after they receive this funding for distribution or face monetary penalty, and cannot change the allocations or impose additional requirements.
  - \$65.1 billion will be allocated to counties based on population and sent directly from the Department of Treasury to the counties.
  - Funding will be distributed by Treasury in two tranches—one within 60 days of enactment to the extent practicable, and the second one year after the disbursement of the first tranche.
- Territories: \$4.5 billion
    - \$2.25 billion will be divided equally.
    - \$2.25 billion will be allocated based on population.
    - To the extent practicable, territories will receive allocations from Treasury within 60 days of submitting a Certification of Need.
    - If Treasury decides that a payment to a territory requires additional justification, the Secretary could choose to withhold up to 50% of the allocation to the territory for up to 12 months from the date the certification of need is received. Such a withholding would not be required, and if the Territory submits a second certification of need, the Secretary would be required to release the withheld amount.
- Tribes: \$20 billion to federally recognized Tribal governments.
    - \$1 billion will be divided equally.
    - \$19 billion will be divided as determined by Treasury, which is expected to engage in Tribal consultation and to make use of data previously collected from Tribes to improve the distribution formula used in the CARES Act.
    - To the extent practicable, funding will be distributed by Treasury within 60 days of enactment.

In addition to these Funds, the law creates a new \$10 billion **Coronavirus Capital Projects Fund** for “critical capital projects directly enabling work, education, and health monitoring, including remote options, in response to the public health emergency with respect to the Coronavirus Disease.” To implement this Fund, Treasury is required to establish a process of applying for grants within 60 days of enactment. The Fund will provide:

- \$100 million for each state, the District of Columbia, and Puerto Rico;
- \$100 million split equally between the Virgin Islands, Guam, American Samoa, the Northern Mariana Islands, the Marshall Islands, Micronesia, and Palau;

- \$100 million split equally between Tribal governments and Hawaii, with each receiving a minimum of \$50,000; and
- The remaining \$4.7 billion will be distributed to states, the District of Columbia, and Puerto Rico as follows:
  - 50% based on population
  - 25% based on rural population
  - 25% based on household income that is below 150% of the poverty line

The law also creates an additional \$2 billion **Local Assistance and Tribal Consistency Fund** that will allocate \$750 million to eligible revenue sharing counties (defined to include the District of Columbia, Puerto Rico, Guam, and the Virgin Islands) and \$250 million to eligible Tribes for any government purpose other than lobbying. These funds will be distributed based on economic conditions of the recipient entities in fiscal years 2022 (beginning October 1, 2021) and 2023 (beginning October 1, 2022). Among other things, this fund is intended to assist counties currently reliant on the Payment in Lieu of Taxes (PILT) and Secure Rural Schools (SRS) programs, among other revenue sharing programs, but based on their real economic conditions rather than historic payments.

## **Frequently Asked Questions**

### **How can recipient governments use relief allocations from the State and Local Fiscal Recovery Funds?**

The Department of Treasury will issue guidance detailing its interpretation and implementation of eligible uses, but the statutory language specifically authorizes use of the funds. Each of the following is a separate allowable use of the funds for the recipient:

- To respond to the pandemic or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- For premium pay to eligible workers performing essential work (as determined by each recipient government) during the pandemic, providing up to \$13 per hour above regular wages;
- For the provision of government services to the extent of the reduction in revenue due to the pandemic (relative to revenues collected in the most recent full fiscal year prior to the emergency);
- To make necessary investments in water, sewer, or broadband infrastructure;

In addition, a recipient may transfer its allocation to a private nonprofit organization, Tribal organization, public benefit corporation involved in the transportation of passengers or cargo, or special-purpose unit of State or local government, if the recipient government so chooses. The recipient entity would need to use the funds consistent with the purposes listed above.

The recipient government must send Treasury periodic reports with a detailed accounting of the uses of the funds (States and territories must also provide all modifications to tax revenue sources since March 3, 2020).

The language explicitly prohibits funds from:

- Offsetting, either directly or indirectly, a tax cut made since March 3, 2021; or
- Being deposited into a pension fund.

While the State and Local Fiscal Recovery Fund eligible uses are broader than those of the CARES Act Coronavirus Relief Fund, [guidance](#) previously released for the Coronavirus Relief Fund may provide insight into how Treasury may interpret and implement these American Rescue Plan provisions.

### **How will state and local governments receive the relief allocations?**

States and territories will receive their allocations within 60 days of submitting to Treasury a certification signed by an authorized officer that the funds are needed to respond to the pandemic and will be used in compliance with the eligible uses. If Treasury decides that a payment to a state requires additional justification, the Secretary could choose to withhold up to 50% of the allocation to each state and territory for up to 12 months from the date the certification of need is

received. Such a withholding would not be required, and if the state or territory submits a second certification of need, the Secretary would be required to release the withheld amount by the 12-month deadline.

Funding for counties, metropolitan cities, and nonentitlement units of local government (generally those under 50,000 inhabitants) will be separated into two tranches. To the extent practicable, Treasury is required to send out the first tranche (equal to 50% of the recipient's allocation) within 60 days of enactment, and the second tranche (the remaining 50%) not earlier than one year after the first disbursement. Counties, metropolitan cities, and nonentitlement units of local government are not required to submit a signed certification of need to Treasury.

Because it could take a full year for Treasury to calculate and disburse the allocations for nonentitlement units of local government, Treasury is instead required to send the amounts intended for those recipients to each state (including territories) within 60 days. States and territories would then have 30 days to disburse the funds to the nonentitlements based on population. Because of the potential administrative burden of evaluating the eligibility for all of these smaller localities, a state could, if necessary, ask Treasury for up to three extensions for distributing one or more of those allocations. The state or territory would need to justify why the extension is warranted, and would have no authority to change the amount of, or attach additional requirements to, the payments allocated to the intended local government recipients.

#### **Why have the allocations on the estimates spreadsheet changed over time?**

- **States:** The bill was amended in the Senate to replace the minimum base payment to states of \$500 million with a total state- and local-level combined allocation equal to what the states received under the CARES Act, guaranteeing a minimum of \$1.25 billion for each state.
- **Counties:**
  - A correction was made to an error in the way the CDBG allocations were weighted across counties. This resulted in a greater number of urban counties receiving the CDBG markup (up to 14, from 11 previously) and a subsequent reduction in the amounts received by other counties.
  - A correction was made to a data sorting error that resulted in the wrong population inputs being used for roughly 3% of all counties.
- **Metropolitan Cities:**
  - A correction was made for an error in the way the CDBG allocations were weighted across metro cities. This resulted in increases in the projected assistance to each metropolitan city by about 9%.
  - Eligible metropolitan cities that did not receive a FY2020 CDBG award and were therefore left off initial runs were manually identified and added when possible.
- **Nonentitlement Units of Local Government:** The estimates gained more precision over time based on updates to how Treasury will calculate the nonentitlement allocation for each state, as well as a change to the definition of “nonentitlement unit of local government” to more accurately cover active local governments performing the functions of municipalities, as had been the intent. For example, the prior definition would have inadvertently made non-governmental entities eligible for allocations, which while

appropriate for the CDBG program, was not the policy intent of the state and local funding in the American Rescue Plan.

**What will cause final allocations to differ from the estimates spreadsheet?**

- Interpretation and implementation decisions by the Department of Treasury, including the possibility of using the FY2021 CDBG formula for metro cities or 2020 population data for counties and nonentitlements (that data was not available at the time that the Congressional Research Service’s preliminary estimates were calculated).
- The cap on nonentitlement allocations at 75% of the entity’s most recent budget as of January 27, 2020. Congressional Research Service analysts do not have local budget information sufficient to calculate this cap, so it is not reflected in the estimates.
- Redistribution of funds from inactive counties to the local governments within the county.
- Potential addition of eligible metro cities that did not receive a FY2020 CDBG award and were therefore not included on the spreadsheet.
- Projected amounts for nonentitlements may be divided between more than one nonentitlement government to the extent that eligible nonentitlement governments have overlapping populations (for example, residents of a village government and town government in New York). In cases where an eligible government does not appear on this list but another government representing some or all of its population is listed, the total estimate provided represents all of the nonentitlement funding attributable to the government’s underlying population. Treasury guidance on how to distribute amounts for overlapping government will be determinative.

**What if a city, town, village, or township is not included on the estimates spreadsheet?**

The updated spreadsheet is not a comprehensive list of eligible nonentitlement units of local government; rather, it uses publicly available data to estimate how Treasury might interpret the law.

The legislation defines “nonentitlement unit of local government” as either:

- (1) Any “municipality” (as defined by the Census) that is a city, county, town, township, parish, village, or other general purpose political subdivision of a State; Guam, the Northern Mariana Islands, the Virgin Islands, and American Samoa, or a general purpose political subdivision thereof; a combination of such political subdivisions that, except as provided in section 5306(d)(4) of this title, is recognized by the Secretary; and the District of Columbia.

or,

- (2) any non-municipality (as defined by the Census) that is a town or township and which:
  - (i) possesses powers and performs functions comparable to these associated with municipalities,

- (ii) is closely settled, and
- (iii) contains within its boundaries no incorporated places as defined by the United States Bureau of the Census which have not entered into cooperation agreements with such town or township to undertake or to assist in the undertaking of essential community development and housing assistance activities.

The Treasury Department will determine how this will be interpreted and implemented.

In cases where an eligible government does not appear on this list but another government representing some or all of its population is listed, the total estimate provided represents all of the nonentitlement funding attributable to the government's underlying population. Treasury will determine how such amounts are divided among such overlapping units of government.

### **What about cases where a local government appears more than once?**

The legislation provides for funding to cities (including both metro cities and nonentitlements) and counties to be separate and distinct. In cases where cities are also incorporated as counties, those governments should expect to receive funding both as a city and as a county.

However, any case where a local government is listed once as a city – either as both a metro city and a nonentitlement government, or twice as a nonentitlement government – is likely the product of error inherent in the estimating process. For any government that is listed as both a metro city and a nonentitlement government, the metro city estimate is likely to be more accurate. In cases where a government is listed more than once as a nonentitlement, any duplication should be ignored and the estimate should only be counted once, keeping in mind that some states have governments with identical names in different counties.



COVID-19

## ELECTED OFFICIALS DIGEST

Empowered cities and towns, united for a strong Colorado

March 16, 2021

# What you need to know about the American Rescue Plan Act

**Kevin Bommer**, CML executive director

On Thursday, March 11, President Biden signed the American Rescue Plan (ARP) Act into law. Contained within the \$1.9 trillion legislation was the original House-proposed amount of \$65.1 billion of direct aid to every municipality in the nation. Unlike the CARES Act, there will be no ability to for states to delay or diminish dollars intended for local governments.

The portion for local governments comes after significant and sustained efforts by the National League of Cities (NLC), CML, and 48 other state municipal leagues. While there are many in the municipal family that see this aid as a lifeline, we also know that there are some municipalities that have not seen steep revenue declines and members that may have deep concerns about the federal deficit and inflation.

However, CML's position – informed by the League's **State of Our Cities and Towns Survey** – is that revenue is only one aspect of "need" to consider. Municipalities around

the state delayed or deferred infrastructure projects, reduced or eliminated programs, and furloughed staff or let them go. Municipalities can use the funds to ensure health and safety of residents, help municipal workers, renters and businesses get back on their feet, and restart projects and services. These investments will grow jobs and the economy, and they will allow local governments to lead the nation through a speedy recovery.

## The details

Within the ARP, the Coronavirus Local Fiscal Recovery Fund provides \$350 billion for states, municipalities, counties, tribes, and territories, including \$130 billion for local governments split evenly between municipalities and counties. This funding will be released in two allotments, half in the next 60 days following enactment of the legislation and the second half 12 months after the first payment.

The \$65.1 billion allocated directly to municipalities is being distributed through a modified Community Development Block Grant (CDBG) formula. Under the bill, direct funding means:

1. The \$65.1 billion is 100% federal funding that all 19,000 municipalities are entitled to.
2. The \$65.1 billion is not co-mingled in any way with state or county funds.
3. There are safeguards and penalties in place to discourage state interference or additional state mandates on the use of these funds.

### "Metro cities" over 50,000 population

For all municipalities with more than 50,000 residents, funds will be made available directly by the U.S. Treasury. Grant amounts will be calculated by using the CDBG formula that measures population + poverty + housing instability.



## “Small municipalities” under 50,000 population

For all municipalities with less than 50,000 residents, states are required to suballocate funding according to a simple per-capita formula. States that fail to suballocate funds that small cities are entitled to under the ARP will be penalized by the U.S. Treasury department, which is authorized to clawback state funds by an amount equal to the funding not allocated to municipalities as required by the law.

## Grant estimates

Congress has created and refined estimates of payments to individual local governments based on the best available data from the U.S. Census. However, the estimates do not reflect additional data that is only available at the state or local level. For instance, a funding cap on the size of grants for small municipal governments – or those with less than 50,000 residents – is not accounted for in current estimates.

## Small cities cap on grant amount

The American Rescue Act includes a provision stating no city with less than 50,000 residents can receive a grant that is larger than an amount equal to 75% of their pre-pandemic budget, regardless of whether the estimates indicate an amount greater than that figure. This is not accounted for in the estimates because data on small city budgets is not systematically collected by any federal entity. We expect Treasury to provide a way for small cities and towns to certify what that cap amounts to for the municipality.

## Other provisions

Other important provisions include: the funding has no minimum population threshold for communities, can be used for replacing lost revenue, can be transferred between jurisdictions or to non-profit partners, and finally, does not expire until Dec. 31, 2024.

## The estimates

Based on data from the latest version of the bill, municipalities can determine their total allocation by referring to **this table**. “Metro cities” are entitlement municipalities identified by Congressional staff over 50,000 population. “Other Non-counties” are municipalities under 50,000 population. Please note that some additional refinements and corrections may yet be made that change these amounts to some extent, although significant changes are not expected at this juncture.

Finally, NLC and CML expect additional guidance to come from the US Treasury soon. However, we expect a smoother rollout and fewer revisions to the rolling guidance than has been experienced with the CARES Act.

# State stimulus package unveiled

**Meghan Dollar**, CML legislative advocacy manager

Last week, the legislature as well as the Governor’s Office unveiled a proposed economic stimulus package. The plan outlines specific areas where additional money will be spent to boost Colorado’s economic recovery, particularly programs to aid small businesses, boost infrastructure, and provide aid to rural Colorado. The plan also prioritizes one-time investments into broadband infrastructure and affordable housing development. You can find the full plan **here**.

Specific items that impact local governments are below. This is not an exhaustive list.

- \$3-5 million for arts and culture relief funding.
- \$170 million for shovel-ready infrastructure projects.
- An additional \$30 million for the Revitalizing Mainstreet Program.

- \$60-80 million in matching funds to create sustainable affordable housing in urban areas.
- \$50-75 million in broadband infrastructure investments.
- \$10-20 million for state water plan projects.
- \$2-5 million for the RENEW program, which provides funding to local governments to invest in clean energy.
- \$10-15 million for local governments to purchase or rent rooms for persons experiencing homelessness.
- \$8-10 million for a program to incentivize local governments to adopt certain policies for affordable housing.
- \$10-20 million for wildfire grants for wildfire recovery and mitigation.
- \$10-25 million for watershed restoration programs.
- An additional up to \$6 million for the Rural Jump Start and REDI programs.

In addition to the current programs listed in the plan, CML initially proposed using some of the money to restore some of the nearly \$400 million in transfers out of the Energy Impact Assistance Fund (EIAF) from 2008-2013 that were used to backfill the state's budget during the recession and the TABOR refund in 2015. Colorado Counties, Inc. (CCI) joined CML in supporting this opportunity to return some of that funding. Historically, a large portion of grants go directly to local infrastructure programs and are matched with local funding - making the program highly stimulative to local jobs and economies. This is precisely what Gov. Polis and legislative leaders have identified as a cornerstone of the proposed stimulus plan.

CML will support legislation required to implement the plan that also benefits Colorado municipalities.



To: Minturn Town Council  
From: Michelle Metteer  
Date: August 18, 2021  
RE: Manager's Report

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## **TOWN MANAGER UPDATE**

**8/18/2021**

### **Wellfield Mapping**

Location mapping is complete for the test production well in the decreed wellfield area. This work was/is critical for understanding property impacts and permitting requirements. With the understanding that the test production well will be located on Union Pacific land, Minturn can move forward in understanding the access and permitting costs associated with the test well.

### **Minturn Heritage**

151 Main Street recently sold and the new owner is looking at a building opportunity which includes the removal of the current (non-officially-historic) structure commonly known as the Uptown Store. This building was built in the late 1800s and was originally owned by the Nelson Family who farmed lettuce on Meadow Mountain. Minturn has a unique heritage in the Eagle River Valley and I would like to gauge the Council's interest in discussing the relocation of this building to preserve a piece of Minturn's history. I will seek Council approval to add this to an upcoming agenda.

### **Phase II Main Street Sidewalk Construction**

Minturn recently applied for a grant from the Colorado Department of Transportation Revitalizing Main Streets program for the construction of sidewalk, curb, gutter and filtration from the 900-block of Main Street to the Boneyard Open Space entrance. Unfortunately, this grant process was extremely competitive and Minturn was not awarded the grant. We will continue to apply for funding toward the continuation of sidewalks on Main Street.

### **Taylor Ave School Bus Stop**

Due to a variety of factors effecting the Eagle County School District, it is my understanding that the school bus stop on Taylor Avenue has been eliminated and students living on Taylor will be utilizing the school bus stop on Main Street. Although the walk to/from Main St to Taylor Ave is somewhat nearby, staff has concerns pertaining to the need for pedestrian mobility (separate and away from vehicular traffic). We will begin to evaluate the ability to incorporate pedestrian facilities from Taylor to/from Main Street and come back to Council with more information.

### **Downtown Colorado Inc. (DCI) Challenge Town**

The Town of Minturn has applied to be a DCI Challenge Town.

DCI's Colorado Challenge Accelerator Program is a team building accelerator focused on establishing a plan of work and proposal that engages public, private, and non-profit partners to address a significant community challenge over the course of twelve months. The Colorado Challenge Program works to transform the community's challenge into an opportunity, to establish a proposal, financing approach, and team of community partners ready to implement their plan of action.

## Phases of the Program

The program includes five phases of planning and development that will help our Colorado communities establish a plan for community-wide initiatives to foster sustainable community and economic development. This involves public, private, and non-profit partners moving forward to establish their community as a business-friendly destination for entrepreneurs and community initiatives.

The phases include:



[More Information – Challenge Town Report](#)

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

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 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
Executive Session – Battle Mountain Agreements Review
<b>September 1, 2021</b>
Water Capital Improvement Plan Review
Resolution – Community/Master Plan Contract approval
<b>September 15, 2021</b>
Town Manager Review
Union Pacific Conditional Use Permit renewals
Water CIP – Pre-Construction Water Tank(s) Discussion (State Revolving Fund Requirement)
<b>DATE TO BE DETERMINED</b>
An Ordinance adopting Specified Sustainability Building Codes