



**Wednesday, March 15, 2023
Regular Session – 5:30pm**

AGENDA

**Town Council Meeting Minturn Town Hall / Council Chambers
302 Pine St Minturn, CO**

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 of agenda items listed are approximate. This agenda and meetings can be viewed at www.minturn.org.

MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

This will be an in-person meeting with access for the public to attend in person or via the Zoom link included. Zoom Link: <https://us02web.zoom.us/j/88645661878>

Zoom Call-In Information: **1 651 372 8299 or 1 301 715 8592 Webinar ID: 886 4566 1878**

Please note: all virtual participants are muted. In order to be called upon an unmuted, you will need to use the “raise hand” feature in the Zoom platform. When it’s your turn to speak, the moderator will unmute your line and you will have five (5) minutes for public comment.

PUBLIC COMMENTS: If you are unable to attend, public comments regarding any items on the agenda can be submitted to Jay Brunvand, Town Clerk, prior to the meeting and will be included as part of the record.

1. CALL TO ORDER

2. ROLL CALL & PLEDGE OF ALLEGIANCE

3. APPROVAL OF CONSENT AGENDA Consent agenda items are routine Town business, items that have received clear direction previously from the council, final land-use file documents after the public hearing has been closed, or which do not require council deliberation.

3.1 March 1, 2023, Meeting Minutes pg. 4

3.2 Resolution 08 – Series 2023 a Resolution approving a MOU with the State Land Board and other interested parties. pg. 14

3.3 Resolution 09 - 2023 Colorado Opioid Settlement pg. 39

- 3.4 Resolution 10 - 2023 a Resolution approving the Holy Cross Energy Community pg 57
Enhancement funds toward the purchase and placement of a solar powered blinking stop sign.
- 3.5 Resolution 13 – 2023 a Resolution approving an Engagement Letter with Kaplan pg 59
Kirsch Rockwell for the purpose of securing legal advice related to CERCLA matters.
4. **APPROVAL OF REGULAR AGENDA** Opportunity for amendment or deletions to the
agenda.
5. **DECLARATION OF CONFLICTS OF INTEREST**
6. **PUBLIC COMMENT** Citizens are invited to comment on any item on the Consent Agenda,
or not on the regular Agenda subject to a public hearing. Please limit your comments to five
(5) minutes per person unless arrangements have been made for a presentation with the Town
Clerk. Those who are speaking are requested to state their name and address for the record.
7. **COUNCIL COMMENTS & COMMITTEE REPORTS**
8. **STAFF REPORTS**
 - 8.1 Manager Report pg. 64
9. **SPECIAL PRESENTATIONS** Presentations are limited to 5 minutes. Invited presentations
are limited to 10 minutes if prior arrangements are made with the Town Clerk.
10. **BUSINESS ITEMS** Items and/or Public Hearings are listed under Business may be old or
new and may require review or action by the Council
 - 10.1 Discuss, interview, and Ballot applicants for vacant Town Council seat pg. 93
 - 10.2 Resolution 11 - Series 2023 A Resolution appointing an individual to the Minturn Town
Council
 - Consider Resolution
 - Swearing in
 - 10.3 Discussion, Interview, and Ballot applicants for the Minturn Planning Commission pg. 101
 - 10.4 Resolution 12 - Series 2023 A Resolution appointing members to the Minturn Planning
Commission
 - Consider Resolution
 - Swearing in
11. **DISCUSSION / DIRECTION ITEMS**
 - 11.1 Downtown Business Engagement Discussion pg. 116
 - 11.2 Leash Law Discussion pg. 121
12. **FUTURE AGENDA ITEMS** pg. 123

13. EXECUTIVE SESSION

13.1 An Executive Session for the purposes of receiving legal advice on specific legal questions pursuant to C.R.S. 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 pursuant to C.R.S. 24-6-402(4)(e)

- Battle Mountain

14. ADJOURN

INFORMATIONAL ONLY ITEMS

Upcoming Council Meetings:

- April 5, 2023
- April 19, 2023
- May 3, 2023
- May 17, 2023



**Wednesday, March 1, 2023
Regular Session – 5:30pm**

OFFICIAL MINUTES

**Town Council Meeting Minturn Town Hall / Council Chambers
302 Pine St Minturn, CO**

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 of agenda items listed are approximate. This agenda and meetings can be viewed at www.minturn.org.

MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

This will be an in-person meeting with access for the public to attend in person or via the Zoom link included. Zoom Link: <https://us02web.zoom.us/j/83164123443>

Zoom Call-In Information: **1 651 372 8299 or 1 301 715 8592 Webinar ID: 831 6412 3443**

Please note: all virtual participants are muted. In order to be called upon an unmuted, you will need to use the “raise hand” feature in the Zoom platform. When it’s your turn to speak, the moderator will unmute your line and you will have five (5) minutes for public comment.

PUBLIC COMMENTS: If you are unable to attend, public comments regarding any items on the agenda can be submitted to Jay Brunvand, Town Clerk, prior to the meeting and will be included as part of the record.

1. CALL TO ORDER

Mayor Earle B. called the meeting to order at 5:33pm.

Note: due to a Council Vacancy, the Council stood at six members.

2. ROLL CALL & PLEDGE OF ALLEGIANCE

Those present included: Mayor Earle Bidez, Mayor Pro Tem Terry Armistead, Town Council members, Lynn Feiger (zoom), Kate Schifani, and Tom Sullivan (zoom). Note: Gusty Kanakis was excused absent.

Staff present: Attorney Michael Sawyer, Planner Scot Hunn, Town Manager Michelle Metteer,

and Town Clerk/Treasurer Jay Brunvand (zoom).

3. **APPROVAL OF CONSENT AGENDA** Consent agenda items are routine Town business, items that have received clear direction previously from the council, final land-use file documents after the public hearing has been closed, or which do not require council deliberation.

3.1 February 15, 2023, Meeting Minutes

3.2 146 N Main Street – Minturn Saloon – Reconstruction of Awning

3.3 Liquor License: 146 North Main St – The Saloon annual renewal of a Hotel and Restaurant Liquor License, Connie Mazza, owner/manager

Motion by Terry A., second by Kate_, to approve the Consent Agenda of March 1, 2023 as presented. Motion passed 5-0. Note: Gusty Kanakis was excused absent.

4. **APPROVAL OF REGULAR AGENDA** Opportunity for amendment or deletions to the agenda.

Motion by Kate S., second by Terry A., to approve the Agenda of March 1, 2023 as presented. Motion passed 5-0. Note: Gusty Kanakis was excused absent.

5. **DECLARATION OF CONFLICTS OF INTEREST**

6. **PUBLIC COMMENT** Citizens are invited to comment on any item on the Consent Agenda, or not on the regular Agenda subject to a public hearing. Please limit your comments to five (5) minutes per person unless arrangements have been made for a presentation with the Town Clerk. Those who are speaking are requested to state their name and address for the record.

7. **COUNCIL COMMENTS & COMMITTEE REPORTS**

Earle B. updated on the ECO Transit Authority and outlined the transitional timeline.

8. **STAFF REPORTS**

8.1 Manager Report

Downtown Development Authority – Business Learning Sessions

Business owners have been invited to attend either in-person or virtual sessions with Minturn economic development and representatives from Downtown Colorado Inc. to learn about the process and benefits of a Downtown Development Authority. These educational sessions will culminate at the March 15, 2023 council meeting where interested business owners will come to council for the discussion of the town funding an economic analysis for determining the estimated potential revenue of a DDA over a 30 year period. This analysis will also provide the recommended geographical boundaries based on redevelopment opportunities and how that would influence the revenue potential. Estimated cost for the economic analysis is \$5,000.

\$1M STAG / Congressional Directed Spending EPA Technical Correction Request

Through multiple meetings with representatives of the EPA and State Revolving Fund Minturn is now moving forward with requesting support from the town's congressional and senate offices for the submission of a technical correction letter. This letter will request the \$1M in funds originally approved for construction of the new concrete water tank be redirected for the approved use toward a new water treatment plant. The initial draft letter has been reviewed by the EPA and now Minturn seeks support from Senators Bennett and Hickenlooper as well as Congressman Neguse. Once these three offices have confirmed their support, the letter requesting this correction will be formally submitted to the EPA where it is expected to take four to six months to work its way through the approval process.

Eagle County Mayors/Managers Meeting

Mayor Earle Bidez and I attended the quarterly mayors/managers meeting with the collective representatives of all municipalities within Eagle County. At this meeting several discussions moved forward. Efforts to start consolidating the region-wide housing efforts will start taking place. Avon, Vail, and Eagle County will take the lead on this effort. Also, DEI (diversity, equity and inclusion) efforts are underway in almost all municipalities within the county. I have joined the Colorado City and County Managers Association DEI committee and will be seeking further education in this area for implementation in Minturn as appropriate.

Community Garden Lease Renewal

Annually, the area formally known as "Not a Park" is leased to the Minturn Community Fund for the purposes of a community garden between the months of May and October. Representatives of the Minturn Community Fund have again expressed their interest in spearheading the summer community offering. The lease has been signed by both parties and anyone interested in obtaining a plot at the garden should contact the Minturn Community Fund:

www.minturncommunityfund.org.

9. **SPECIAL PRESENTATIONS** Presentations are limited to 5 minutes. Invited presentations are limited to 10 minutes if prior arrangements are made with the Town Clerk.

- Special Presentation – Eagle County Sheriff's Office annual report

Sheriff Van Beek presented the 2022 annual report for Minturn services. He highlighted the regular police activities and several special events including US President Biden passing through town.

Terry A. asked of the noted Fentanyl death. Sheriff Van Beek stated they have intercepted 7million doses through the Drug Taskforce and that this is very prevalent due to is low cost and relative ease to obtain. Terry A. asked if it would be worthy to have Narcan available at Town Hall, Sheriff noted it is best to have it out in the community as when it is needed it is an immediate need. Terry A. asked about what is out in the community and laced with fentanyl, this was discussed that fentanyl is very prolific and very dangerous. Terry A. asked about mental health, training, resources. Sheriff Van Beek stated there is a serious mental health problem and outlined the support availability. He stated the lack of qualified employees is a county and national concern and noted that the vast majority of the Sheriff's staff is certified and able to identify when an individual is in need of support.

Earle B. and Terry A. asked about the on-going issues at the shooting range. This was discussed.

- Minturn Forward – Scot Hunn

Scot H. presented and noted this is an update only, no motion or approval is requested but direction and questions are important. The Town has for several years identified the completion of a comprehensive update and overhaul to Chapters 16 and 17, Zoning and Subdivision regulations, respectively, of the Minturn Municipal Code as a strategic priority.

Having started and stopped code update work several times over the past five years and following the adoption of the new 2023 Minturn Community Plan, staff is now in a better position to re-start and complete a comprehensive assessment and update to Chapters 16 & 17.

Project goals include:

1. Align the code with the Town’s Strategic Plan.
2. Implement policies and strategies of the 2023 Minturn Community Plan.
3. Create a more complete, consistent, and user friendly set of land use and development regulations using clear graphics and non-technical writing/terms wherever possible.
4. Craft regulations and processes that fit Minturn and address important community issues.

The project is anticipated to take 12-14 months to complete. Staff is proposing a four phase process:

Phase	Key Tasks	Timeline
Phase I: Kickoff & Public Outreach	<ul style="list-style-type: none"> • Public Information Campaign • Stakeholder Groups • Focus Groups • Advisory Committee 	March - July 2023
Phase II: Code Assessment	<ul style="list-style-type: none"> • Technical Code Assessment • Code Assessment Report - present to Planning Commission and Council • Produce “Road Map” for drafting new regulations (establish priorities for drafting) 	May - August 2023
Phase III: Drafting	<ol style="list-style-type: none"> 5. Prepare and present drafts of specific chapters/sections based on roadmap 6. Review initial drafts first with Planning Commission prior to presenting final drafts to Council 	Aug. 2023 - Jan. 2024

Phase IV: Public Review & Adoption	<ul style="list-style-type: none"> ● As draft code updates are finalized, those will be reviewed publicly by the Planning Commission before being presented for adoption by the Council ● All meetings to review proposed code amendments will be advertised ● Any amendments including changes to zoning or any other standard affecting private property rights will require notice sent to individual property owners 	January - March 2024
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The Town’s land use, zoning, and subdivision code chapters and sections are a barrier to efficient, transparent governance. These chapters and sections, like many municipal zoning and subdivision codes, were originally adopted decades ago and have been amended numerous times creating conflicting and inconsistent language and policies, as well as confusing and inefficient situations for citizens, staff, developers, and decision makers when interpreting intent and applying requirements fairly across all land use proposals.

The Minturn Forward Code Update Project will directly address the 2023-25 Strategic Plan as well as the newly adopted 2023 Minturn Community Plan. Specific and relevant strategies and objectives of both plans include:

2023-25 Strategic Plan:

1. *Funding permitting - Complete the Minturn Municipal Code Chapter 16 rewrite for better communication regarding code expectations across all zoning areas.*
2. *Implement the 2022 Community Plan short-term goals and strategies while continuing to refine prioritization of medium- and long-term goals and strategies as funding allows.*

2023 Community Plan:

- Objective 1.1: Provide and follow a cohesive, forward-thinking land use plan for the Town.*
- Objective 1.2: Promote a fairer, simplified development process in Minturn.*
- Objective 1.3: Increase resident accessibility to zoning and land use information.*
- Objective 2.5: Support the vitality and affordability of the 100 Block by incentivizing second-story residential development, ADUs and infill.*
- Objective 3.3: Pursue land use changes that support Minturn’s tax base and economic growth; plan future development on important catalyst sites, including Dowd Junction.*
- Objective 3.6: Ensure that the Town’s zoning and development code supports and encourages commercial development and redevelopment in key commercial districts while preserving historic character.*
- Objective 4.1: Continue implementing the recommendations of the 2019 Housing Action Plan.*
- Objective 4.6: Prioritize housing for full-time residents; ensure that residents of all ages and income levels are able to find housing.*

- Objective 4.8: Ensure that PUD regulations and policies contain provisions that will create full-time resident housing, particularly at Dowd Junction and Martin Creek.*
- Objective 5.2: Refine development regulations and standards and pursue other initiatives to promote efficiency and sustainable practices in residential and commercial buildings.*
- Objective 5.3: Prioritize resilience by proactively preparing for and mitigating potential impacts of natural hazard.*
- Objective 6.1: Develop shared parking and curbside management strategies in the 100 Block area based on parking management study.*
- Objective 6.2: Identify Minturn's role in a regional transit authority and in facilitating expansions to ECO Transit service and/or Town of Vail transit service; capitalize on the growth of mass transit infrastructure and ridership to support infill and/or transit-oriented development in Minturn.*
- Objective 6.3: Envision an interconnected network of sidewalks and trails for walking and biking that connects Minturn's neighborhoods, commercial areas, and recreational opportunities.*
- Objective 6.7: Monitor impacts to Highway 24.*
- Objective 7.1: Encourage a vibrant public realm in Minturn that emphasizes arts, stewardship, access to the Eagle River, and outdoor fun.*
- Objective 7.5: Encourage safe and responsible access to trails and recreation opportunities on forest service land adjacent to Minturn.*
- Objective 7.6: Support the growth of Little Beach Park and the surrounding area as a hub for recreation and community events.*
- Objective 8.1: Implement the objectives of this community plan in a thoughtful and collaborative manner.*
- Objective 8.2: Inform & engage residents in community development.*

Achievement of project goals will result in an intuitive, right-sized, and easily accessible and use, development, and subdivision regulations and processes.

The Minturn Community Plan Update project included significant public outreach and opportunities for members of the community to provide input during the year-long project. Similarly, the Minturn Forward Code Update Project will be built around multiple community engagement opportunities throughout the process.

During the first phase of the project, staff will facilitate a coordinated public information campaign using the Town's website, direct mailings, and the Town newsletter to announce the kick-off to the project and to inform stakeholders about project timelines, milestones and opportunities to get involved. Information will be updated during the project using these same tools.

Community input will be solicited during the project as well through the use of stakeholder groups, focus groups, and the formation of an advisory committee to guide the project. Additionally, input will be gathered as drafts of the new code sections are presented to the Planning Commission during public meetings and workshops.

Importantly, prior to the adoption of any new land use or subdivision regulations affecting private property rights, public notice will be provided to all affected residents, and staff will present proposed code revisions to the Planning Commission and the Town Council in public meetings and/or work sessions.

Staff anticipates minimal budgetary impacts stemming from the Minturn Forward Code Update project as they relate to direct purchasing of equipment or materials, or the need for significant outside professional consultation services. Rather, much of the work to coordinate and implement public outreach and meeting facilitation will be done in-house. Direct mailings and other communications requiring printing or other materials may have a small impact on the budget.

Staff impacts include staff time and resources directly related to community outreach and advertisement of meetings. Additionally, a significant amount of Planning Department resources will be necessary to oversee the project, facilitate outreach and the gathering of community input, performing a code assessment, as well as drafting and presenting reports and new code sections for review.

10. BUSINESS ITEMS Items and/or Public Hearings are listed under Business may be old or new and may require review or action by the Council

10.1 Ordinance 03 – Series 2023 (Second Reading) an Ordinance approving Bolts Reservoir IGA –Sawyer

Michael S. presented. He began with a discussion on how the process will work, that it will take years to accomplish, and that it is federal, state, and local permitting. They will begin at the federal and state level.

Mike S. introduced Jason Coles, ERWSD, who was present for clarification and questions. He also noted that this agreement has been approved by both the ERWSD and UERWA.

The major provisions in Second IGA are:

- Section 2 – The District and Authority will submit drafts of federal permit applications to Minturn for comments prior to submitting to the federal agencies. Minturn may participate in federal permitting processes and submit comments (albeit after communicating those comments to the District and Authority in an attempt to resolve concerns). Federal permits received by the District and Authority will satisfy similar provisions in the Town’s 1041 Regulations (e.g., a Federal wetlands permit would satisfy requirements related to wetlands under the 1041 Regulations).
- Section 3 – The District and Authority anticipate that a 1041 Permit application will be submitted when the design is approximately 80% complete. Once a 1041 Permit is approved, it will be good for 10 years. The District and Authority can request an extension for an additional 5-year period (although updated impacts to health, safety and welfare can be considered).

- Section 4 – This section identifies those provisions in the Town’s 1041 Regulations that will apply to a future application by the District and Authority. The Town’s 1041 Regulations contemplate many types of large-scale projects – not just reservoirs. As such, Town staff reviewed the numerous provisions in the 1041 Regulations and identified those that were applicable to a reservoir construction project.
- Section 5 – This section notes that the District and Authority will reimburse Minturn for its out of pocket legal and expert consulting costs associated with reviewing a future 1041 Permit application.
- Section 6 – This section discusses the process under which a future 1041 Permit application will proceed. This process is governed by the Town’s 1041 Regulations. It will include a public hearing on the District and Authority’s application.
- Section 7 – This section clarifies that building permits will only be required for structures contemplated under the International Building Code (“IBC”) and that building permits will not be required for things such as the dam, intake, pipelines and outlet (which are not IBC structures).
- Section 9 – This section memorializes a provision in the first IGA that exempted the District and Authority from posting financial security with the Town for the Reservoir’s construction costs. Staff believes that the Second IGA provides the additional context for processing a future 1041 Permit application contemplated by the initial IGA with the District and Authority.

It was noted that, after meeting with ERWSD since First Reading, no changes have been made.

Mr. Jason Coles stood for questions and updated on how the project is progressing. This is a multi-year process they are currently working on preliminary design and testing as well as court matters.

Lynn F. asked regarding construction. Mr. Coles said 2029 and 2-3 for completion. She asked about the volume of trucks for construction, he stated it is very preliminary and much of that has not be calculated. She asked if the lake might be larger. Mr. Coles stated they are limited by the water court decrees on how much water can be stored. She asked how the dredge of the lakebed would be stored. Mr. Coles stated it most likely would be hauled off. Discussion ensued as to various scenarios that might occur that would not include Battle Mtn. It was noted that they are careful to ensure all parties or their successors are participants.

Earle B. asked about Section 7 and IBC inspections. Mike S. noted the construction of the reservoir and associated facilities is under the State purview. In the event items fall under the IBC then the town would inspect but it is anticipated this would be an extreme minority.

Public Hearing open
No Public comment
Public Hearing closed

Motion by Kate S., second by Terry A., to approve Ordinance 03 – Series 2023 (Second Reading) an Ordinance approving Bolts Reservoir IGA as presented. Motion passed 5-0. Note: Gusty K. was excused absent.

10.2 Resolution 07 – Series 2023 A Resolution Appointing Check Signers

The Town appoints four Town officials, the Mayor, two Council Members, and the Town Manager as check signers. George Brodin was a signer and with his resignation from the Town Council, a Council Member needs to be appointed. During the 2/15/23 Council Meeting it was discussed and agreed that Gusty K. would be appointed as a signer. Following this direction, Staff has set in motion this appointment with our bank, FirstBank.

It is important to note that for security and ethical concerns, the Treasurer does not sign checks since that position writes checks for AP and PR, transfers funds, reconciles the monthly bank statements, and drafts the annual budget and audit. Also, ALL checks written require TWO signatures. Having the full complement of four signers allows timely collection of signatures.

Motion by Terry A., second by Kate S. to approve Resolution 07 – Series 2023 a Resolution appointing check signers as presented. Motion passed 5-0. Note: Gusty K. was excused absent.

11. DISCUSSION / DIRECTION ITEMS

12. FUTURE AGENDA ITEMS

Michelle M. outlined the upcoming subject matters. She updated on the parcels available to lease on the UPRR land but that we were not in a position to lease the properties. It was noted that there is a lot scheduled on the March 15 agenda. Michelle M.

Discussion ensued on the property at 106 Main St. and how we might proceed on these required repairs. It was noted this does not appear to affect the integrity of the roadway.

13. EXECUTIVE SESSION

13.1 An Executive Session for the purposes of receiving legal advice on specific legal questions pursuant to C.R.S. 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 pursuant to C.R.S. 24-6-402(4)(e)

- Battle Mountain

Motion by Terry A., second by Kate S., to convene in Executive Session for the purposes of receiving legal advice on specific legal questions pursuant to C.R.S. 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 pursuant to C.R.S. 24-6-402(4)(e) to discuss Battle Mountain matters as proposed. Motion passed 5-0. Note: Gusty K. was excused absent.

- Battle Mountain

Those present for the Executive Session included Mayor Earle Bidez, Mayor Pro Tem Terry Armistead, Town Council members, Lynn Feiger (zoom), Kate Schifani, and Tom Sullivan (zoom). Note: Gusty Kanakis was excused absent.

Staff present: Attorneys Michael Sawyer and Justin Plaskov (zoom), and Town Manager Michelle Metteer.

14. ADJOURN

Motion by Kate S., second by Terry A., to adjourn at 8:43pm.

INFORMATIONAL ONLY ITEMS

Upcoming Council Meetings:

- March 15, 2023
- April 5, 2023
- April 19, 2023



To: Mayor and Council
From: Jay Brunvand
Date: March 15, 2023
Agenda Item: Resolution 08 – Series 2023

REQUEST:

Council is asked to approve Resolution 08 – Series 2023.

INTRODUCTION:

The Town has been invited to participate in the attached Memo of Understanding between the State Land Board and the towns of Vail and Avon; Eagle-Vail Metro Dist., Traer Creek Metro Dist., the Village Metro Dist., and EMD limited to conduct a cooperative planning effort to conduct a cooperative planning effort for the development of community housing and other uses on State Land Board property situated adjacent to the Town of Avon and the Eagle-Vail and Traer Creek Metropolitan Districts. The MOU is only a statement of intentions to facilitate coordination among parties and does not create any financial or other obligations between the parties.

ANALYSIS:

N/A

COMMUNITY INPUT:

N/A

BUDGET / STAFF IMPACT:

None. The State Land Board will be responsible for all payments and costs.

STRATEGIC PLAN ALIGNMENT:

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

RECOMMENDED ACTION OR PROPOSED MOTION:

This Resolution is approved within the Consent Agenda, no further motion is required.

ATTACHMENTS:

- Resolution 08 – Series 2023
- State Land Board property location
- State Land Board preliminary concepts

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 08 – SERIES 2023**

**A RESOLUTION APPROVING AND AUTHORIZING THE
MAYOR TO SIGN A MEMORANDUM OF
UNDERSTANDING BETWEEN THE STATE LAND
BOARD, COUNTY OF EAGLE, AND THE TOWNS OF
VAIL, MINTURN, AND AVON; EAGLE-VAIL
METROPOLITAN DISTRICT AND EMD LIMITED
LIABILITY**

WHEREAS, The Town of Minturn supports the efforts of the State Land Board’s desire to plan and develop approximately 40-acres of State Land Board as identified herein, and

WHEREAS, The Parties desire to enter into a Memorandum of Understanding to support and assist the State Land Board in meetings to review and discuss conceptual design and planning for the development of the State Land Board property as presented herein.

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

1. The Minturn Town Council hereby approves the attached proposed Memo of Understanding and authorizes the Mayor or his designee to execute said agreement.

**INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED
this 15th day of March, 2023.**

TOWN OF MINTURN

By: _____
Earle Bidez, Mayor

ATTEST:

Jay Brunvand, Town Clerk

MEMORANDUM OF UNDERSTANDING

PLANNING FOR STATE LAND BOARD COMMUNITY HOUSING PROJECT

STATEMENT OF PURPOSE – This Memorandum of Understanding (“**MOU**”) formalizes the agreement reached by the State Land Board; County of Eagle; Towns of Vail, Minturn and Avon; Eagle-Vail Metropolitan District, Traer Creek Metropolitan District, The Village Metropolitan District and EMD Limited Liability Company to conduct a cooperative planning effort for the development of community housing and other uses on State Land Board property situated adjacent to the Town of Avon and the Eagle-Vail and Traer Creek Metropolitan Districts.

WHEREAS, the State Land Board desires to plan and develop approximately 40-acres of State Land Board property, described as a part of Section 16 in township 5S, range 81W (“**Property**”) and desires to coordinate the participation by nearby municipalities and adjoining metropolitan districts and land owners; and,

WHEREAS, Introduced Colorado Senate Bill 23-001 (*yet to be adopted*) authorizes funding for the purpose of relocating existing Colorado of Department of Transportation facilities from the State Land Board property; and,

WHEREAS, the State Land Board is conducting site analysis and preparing preliminary plans and designs for the development of a mixed-use neighborhood that will provide significant community housing; and,

WHEREAS, the Property is located within three miles of the municipal boundaries of the towns of Vail, Minturn and Avon, and is therefore within the statutory 3-mile planning jurisdiction of all three municipalities; and,

WHEREAS, the Property abuts the boundaries of the Eagle-Vail Metropolitan District and The Village Metropolitan District; and,

WHEREAS, the Property abuts certain property that EMD Limited Liability Company owns, which property is part of a PUD generally known as The Village (at Avon) within the Town of Avon boundaries and, together with other properties within The Village (at Avon), is provided certain coordinated public infrastructure financing and related services by Traer Creek Metropolitan District and The Village Metropolitan District; and,

WHEREAS, the Property abuts certain property that EMD Limited Liability Company owns, which property is part of a PUD generally known as The Village (at Avon) within the Town of Avon boundaries and, together with other properties within The Village (at Avon), is provided certain coordinated public infrastructure financing and related services by Traer Creek Metropolitan District and The Village Metropolitan District; and,

WHEREAS, the Property’s proximity to The Village (at Avon) presents opportunities for coordinated planning of road and utility extensions that could serve both the Property and other properties within The Village (at Avon); and,

Memorandum of Understanding – State Land Board Conceptual Planning

WHEREAS, the local government parties desire to contribute expertise and local knowledge with regard to development of community housing and residential development planning, design and entitlement;

NOW, THEREFORE, the parties to this MOU agree as follows:

1. **NO LEGAL OBLIGATIONS.** This MOU is only a statement of intentions to facilitate coordination among parties and shall not be construed to create, and shall not in fact create, any financial or other obligations or liabilities for any party to this MOU. This MOU shall not constitute a legal binding contract and shall not be used as basis for any legal claims by any party against another party.
2. **CONCEPTUAL DESIGN AND PLANNING.** The parties agree to schedule and attend regular meetings to review and discuss conceptual design and planning for the development of the State Land Board property. Each party shall appoint appropriate representatives, which may include elected officials and/or staff, but shall not include more than two elected officials from each municipality and shall not include more than one elected official from the County of Eagle. Meetings shall be scheduled as determined mutually convenient amongst the parties. Meetings may be in-person, by video-call, or by a hybrid in-person and video call format. Specific topics to address in the Conceptual Design and Planning include, but are not limited to, the following:
 - (a) Site evaluation of the Property, including surveys, topography, environmental review, and geotechnical inspections;
 - (b) Evaluation of utilities to serve the Property including potential alignment of roads and bridges to access Property on the north side of the Eagle River, construction of water storage tank(s) to provide adequate water pressure and water flow, and extension of sewer line and other utilities;
 - (c) Evaluation of existing zoning and desired zoning for the development of community housing and other uses to ensure land use regulations align with desired outcomes;
 - (d) Evaluation of choice of jurisdiction for development application, review and entitlements, including evaluation of applicable fees and taxes for each jurisdiction;
 - (e) Evaluation of water service availability, including fee-in-lieu of purchasing water rights;
 - (f) Preparing Conceptual Designs for community housing construction and other uses, including establishing guiding principles, design goals and objectives, and a desired timeline for completion prior to initiating the design process;
 - (g) Pursuing construction methods and performance goals that promote climate action goals and strategies, including but not limited to all electric construction and net zero energy use and integration of recycling and composting collection;
 - (h) Evaluation of potential deed restrictions and appropriate jurisdiction for administration of deed restrictions.

3. **COSTS FOR CONCEPTUAL PLANNING AND DESIGN.** The State Land Board will directly contract with and be responsible for payment of fees to appropriate third-party consultants to conduct Conceptual Planning and Design, which may include designers, architects, engineers and other consultants.
4. **ADMINISTRATIVE SUPPORT.** The Town of Avon agrees to provide administrative support for meetings of the parties, including preparing and sending meeting notices, assembling and sending meeting packets, recording meetings, and preparing minutes of the meetings.
5. **TERM.** The term of this MOU shall end on March 1, 2024 unless the parties to this MOU extend the term of this MOU by written agreement.
6. **TERMINATION.** Any party may terminate its participation in this MOU by delivering fourteen (14) days written notice to the elected board or council for the other participating entities.
7. **TABOR.** This MOU shall not create any multi-year fiscal obligation of any party to this MOU and any funding contribution or other financial commitment shall be subject to annual budget and appropriation of each party.

[SIGNATURE PAGES FOLLOW]

COLORADO STATE BOARD OF LAND COMMISSIONERS

BY: _____
 Bill Ryan, Director

Date: _____

EAGLE COUNTY

BY: _____
Kathy Chandler-Henry, Eagle County Commissioners

Date: _____

ATTEST: _____

TOWN OF AVON

BY: _____
Eric Heil, Town Manager

Date: _____

ATTEST: _____
Miguel Jauregui Casanueva, Town Clerk

TOWN OF MINTURN

BY: _____
Earle Bidez, Mayor

Date: _____

ATTEST: _____
Jay Brunvand, Town Clerk

TOWN OF VAIL

BY: _____
Kim Langmaid, Mayor

Date: _____

ATTEST: _____
Stephanie Bibbens, Town Clerk

UPPER EAGLE VALLEY WATER AND SANITATION DISTRICT

BY: _____

Date: _____

ATTEST: _____

EAGLE-VAIL METROPOLITAN DISTRICT

BY: _____

Date: _____

ATTEST: _____

TRAER CREEK METROPOLITIAN DISTRICT

BY: _____
Dan Leary, President

Date: _____

ATTEST: _____

THE VILLAGE METROPOLITIAN DISTRICT

BY: _____
Dan Leary, President

Date: _____

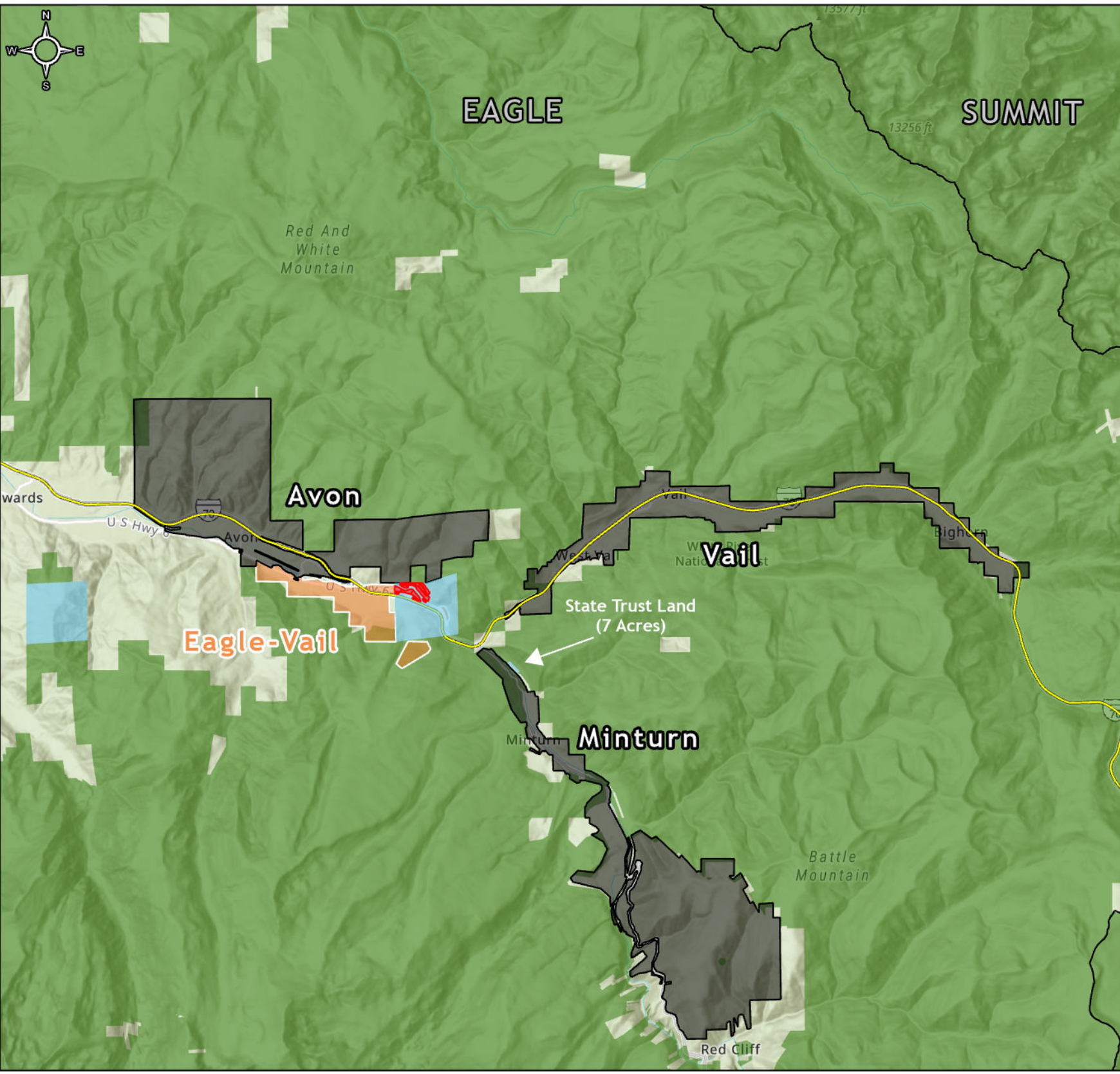
ATTEST: _____

EMD LIMITED LIABILITY COMPANY, A COLORADO LIMITED LIABILITY COMPANY

By: Lava Corporation, a Colorado corporation, its Manager

By: _____
Michael Lindholm, President

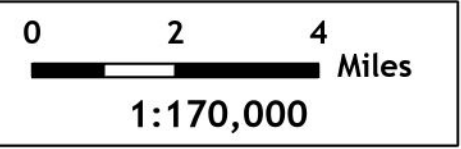
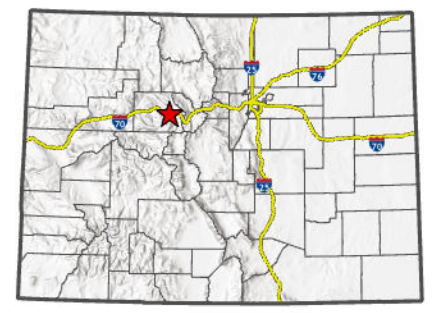
Date: _____



Dowd Junction

Eagle County

- Subject Area - Dowd Junction
- SLB Surface Ownership
- City Boundary
- Eagle-Vail Metropolitan District
- County
- US Forest Service
- I-70



COLORADO
State Land Board



STATE LAND BOARD - EAGLE VAIL

Eagle County, CO

SITE PRESENTATION \ \ 31 JANUARY 2022

TABLE OF CONTENTS

01.0 SITE INFORMATION

P 1 - COVER PAGE

P 2 - TABLE OF CONTENTS

P 3 - PROXIMITY MAP

P 4 - NARRATIVE

P 5 - NARRATIVE

P 6 - DEVELOPMENT OVERVIEW

P 7 - DEVELOPMENT POTENTIAL

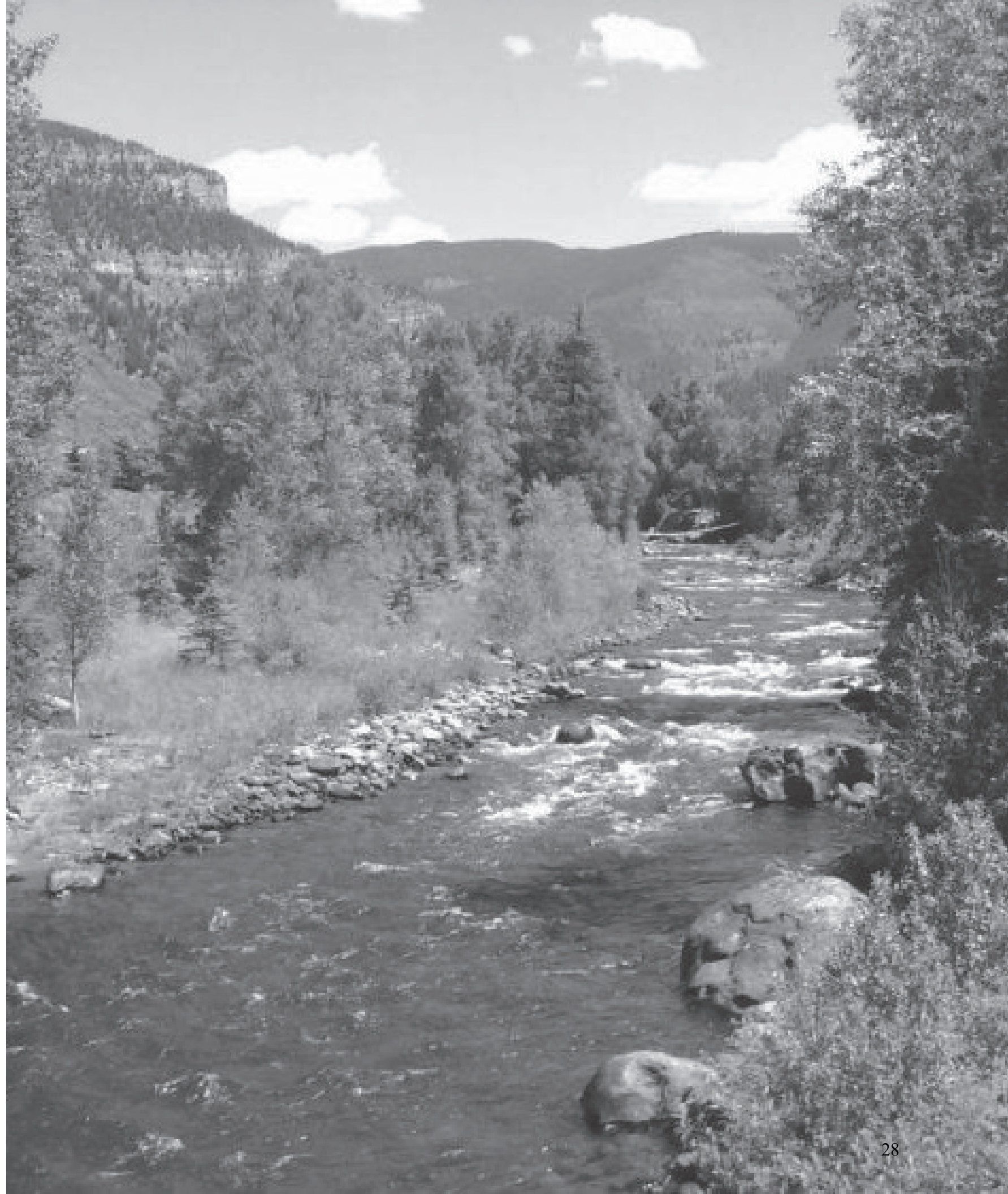
P 8 - HOUSING OVERVIEW

P 9 - HOUSING STUDY - CDOT WEST

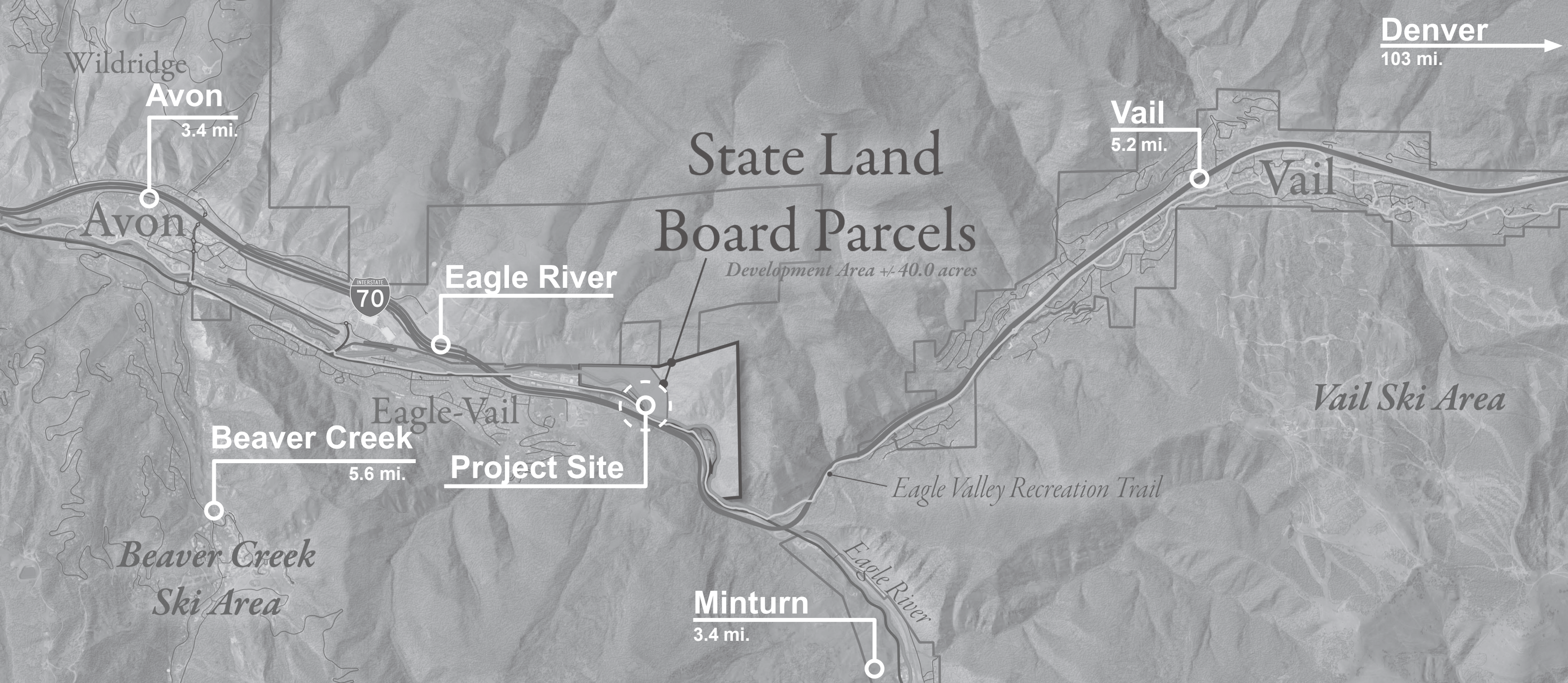
P 10 - SITE HIGHLIGHT - TRANSIT

P 11 - NORTH SITE OVERVIEW

P 12 - WRAP UP



01.0 \ SITE INFORMATION: Proximity Map



The Vision

To create the Eagle River Valley's newest residential neighborhood for local families and residents that addresses a wide spectrum of Eagle County's year-round and seasonal workforce housing needs.

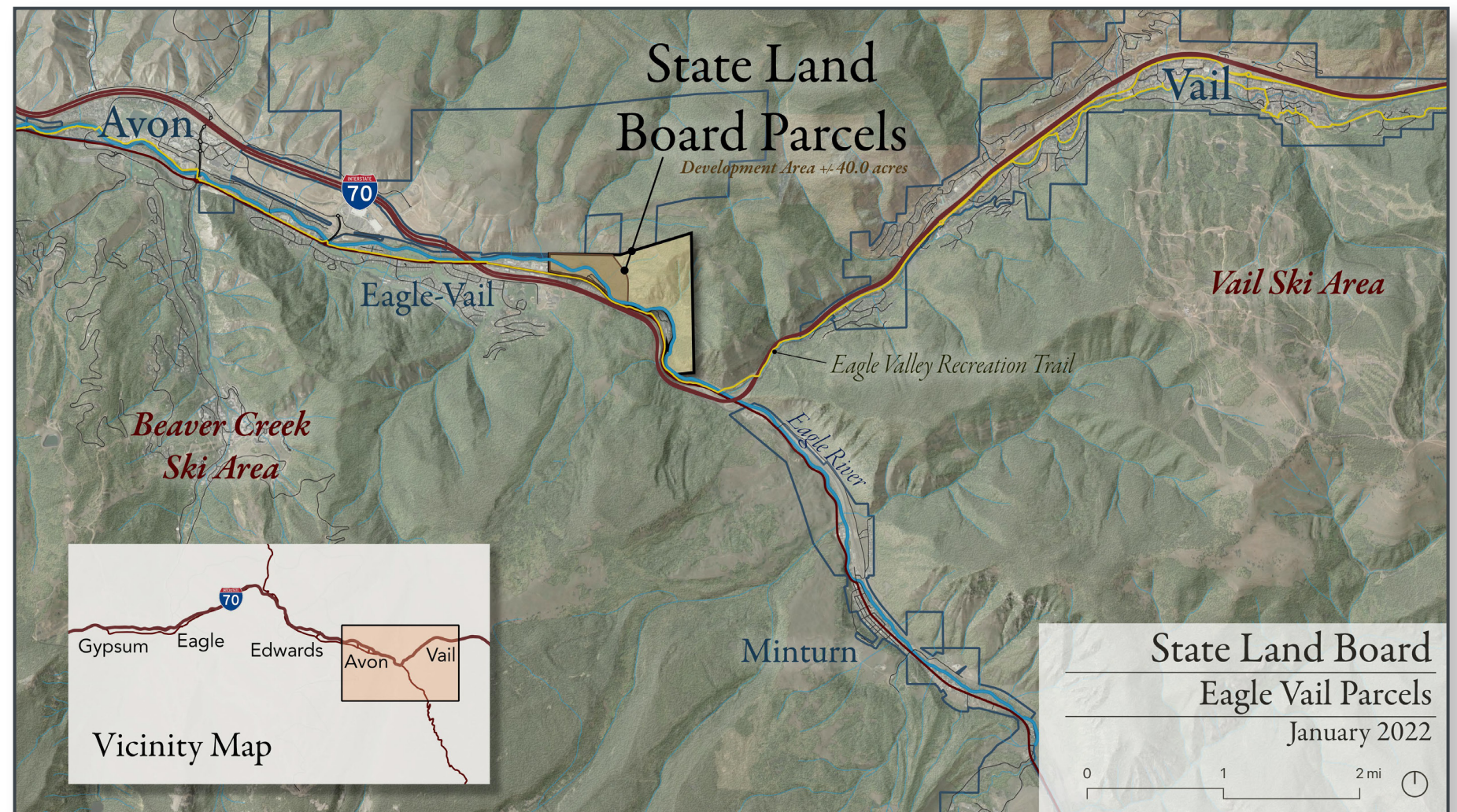
The Need

- In announcing their Bold Housing Moves program this past year, Eagle County Commissioners characterized the program as a step towards addressing Eagle County's "housing crisis".
- The need is well documented within the 2018 Eagle River Valley Housing Needs and Solutions Report. According to the Report, the lack of availability and the rapidly rising cost of housing is one of the most critical issues facing local communities within Eagle County.
- An estimated 5,900 residential dwelling units will be needed within the Eagle River Valley by the year 2025 to meet current and projected demand.
- A recent survey of employers and small business owners in the Eagle River Valley found that 3 out of every 4 business owners are seeking to expand and grow their businesses but are unable to do so due to the lack of available housing for new employees.

State Land Board EagleVail Property

The Location

- Ideally located in the center of the Eagle River Valley, mid-way between Vail and Avon/Beaver Creek, ensuring shorter commuting times to the greatest concentration of jobs located at the eastern end of Eagle County.
- The site is located where people want to live, it is close to job centers and it is where people recreate.



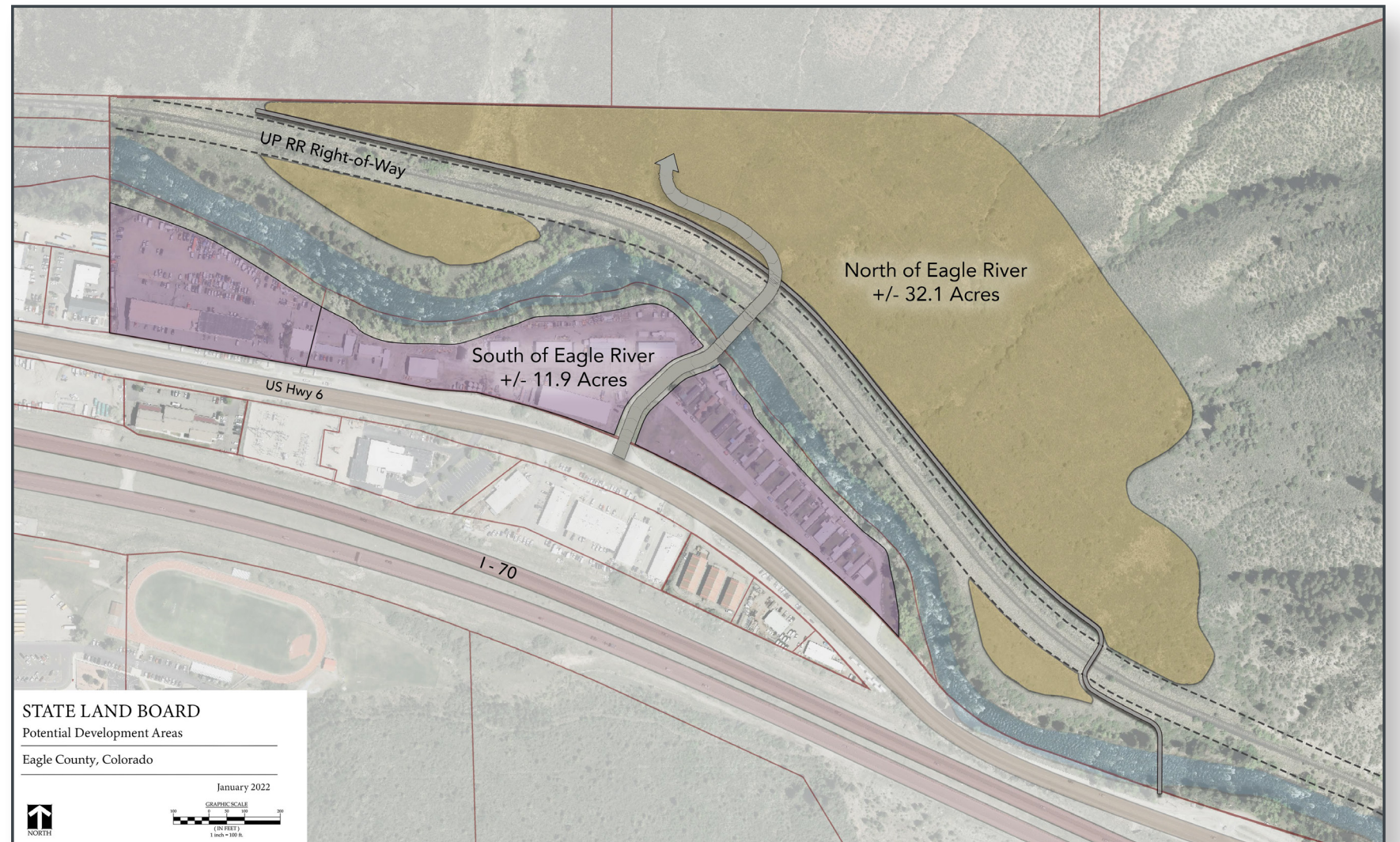
01.0 \ \ SITE INFORMATION: Narrative

The Site

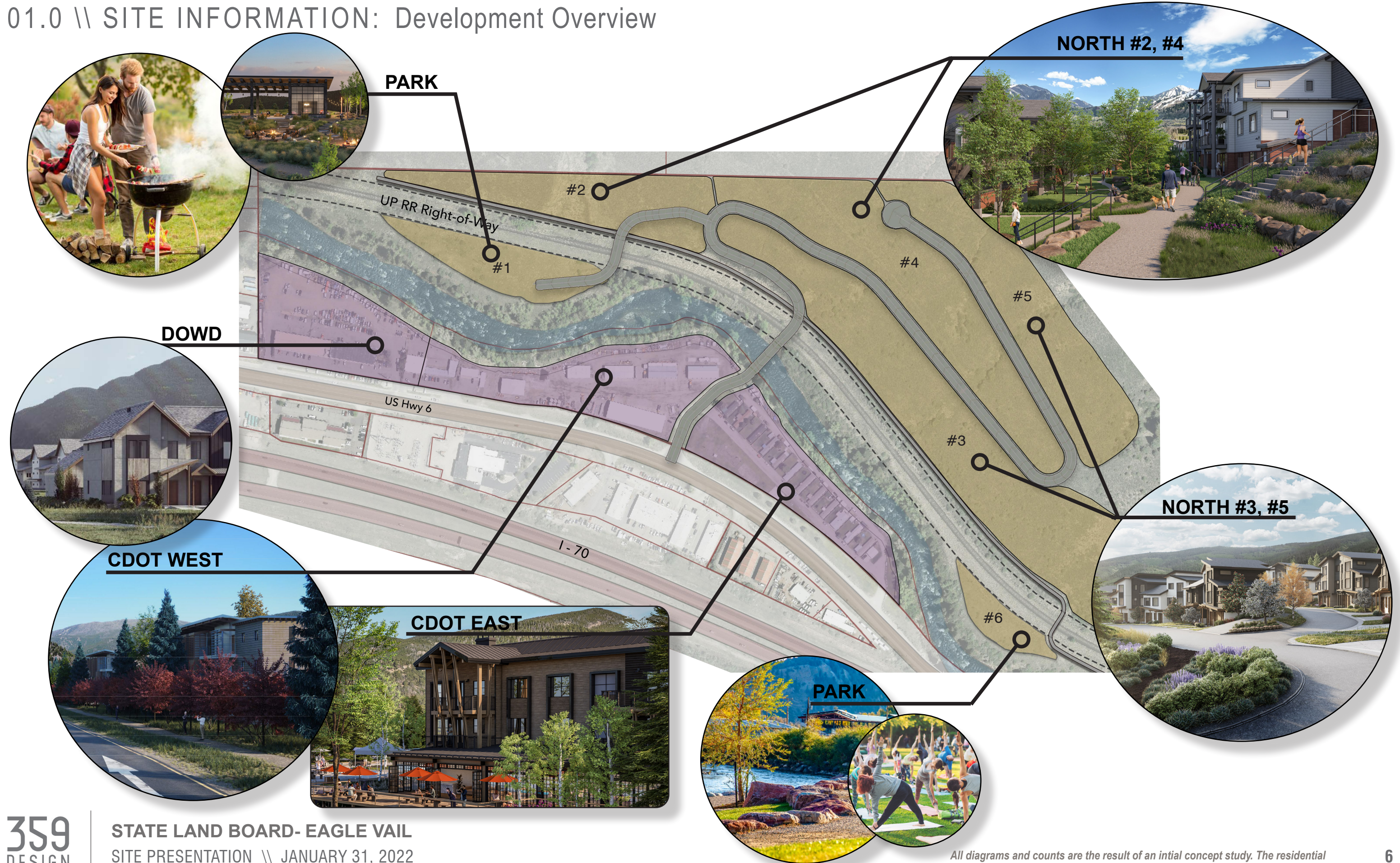
- With 40-acres of buildable land (12-acres located south of the Eagle River along Hwy 6, and 28-acres located north of the Eagle River), the site has the potential to create a very significant workforce housing community.
- +/- 3,500' of frontage along the banks of the Eagle River provides an astounding site amenity.
- Located adjacent to the Eagle Valley bicycle/pedestrian trail and ECO Transit bus routes, providing convenient access to both the eastern and western portions of the valley
- The location and natural amenities of the site make it a "A" level development site, developing this site for local families and seasonal workforce is a statement that working locals are valued.

The Opportunity

- 40-acres of buildable land provides an opportunity to create the largest workforce housing development in Eagle County, the potential benefits of this project are immeasurable.
- The site can provide both rental housing and for-sale/deed restricted housing, that may include apartments, townhomes, single-family and duplex homes.
- There is the potential to incorporate a small mixed use/commercial component in the community.
- Trails and common open space parcels can be created on the north site of the Eagle River to create both amenities and neighborhood gathering place.



01.0 \ SITE INFORMATION: Development Overview



01.0 \ \ SITE INFORMATION: Development Potential

Area 1- PARK

SIZE: 2.2 Acres
TYPE: Open Space, Playground

NORTH #2, #4

SIZE: 10 Acres
TYPE: Mid Scale Multi-family
HOMES: 75-80

DOWD

SIZE: 3.8 Acres
TYPE: Mixed Use, Gathering Spaces
HOMES: 60-70
RETAIL: 9,500 sqft

Phase 1- CDOT WEST

SIZE: 4.6 Acres
TYPE: Multi-family - Density, Transit
HOMES: 110-120

Phase 2- CDOT EAST

SIZE: 3.5 Acres
TYPE: Multi-family (smaller scale)
HOMES: 70-80

Area 6- PARK

SIZE: 0.9 Acres
TYPE: Park, Rec, Open Space

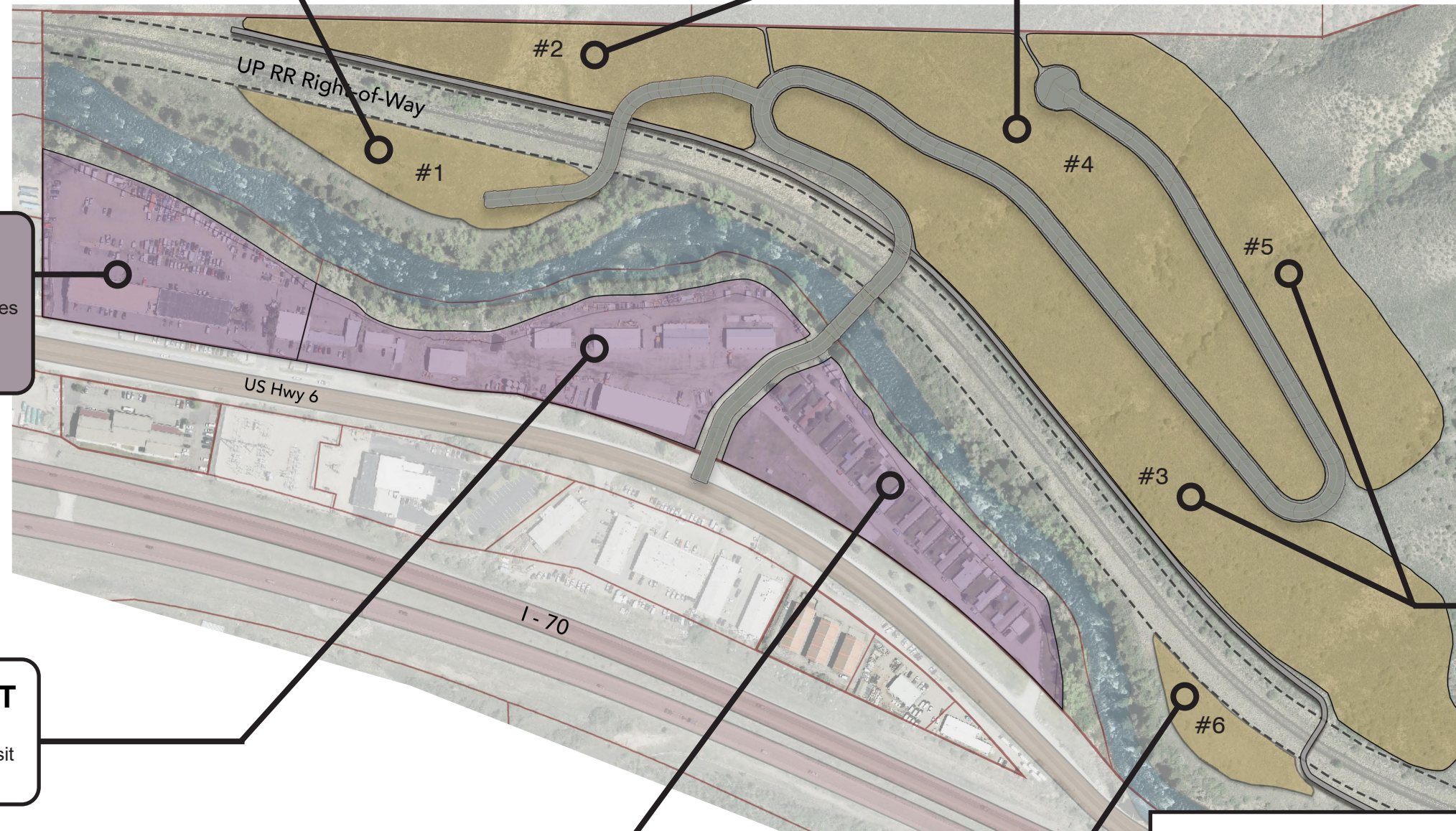
TOTALS

SIZE: 40 Acres
TYPE: Residential, Parks, Mixed Use, Community Facilities, Child Day Care
HOMES: 380-420

3.0 Acres dedicated park/open space
plus internal open space of 2.5-4 acres

NORTH #3, #5

SIZE: 15.2 Acres
TYPE: Single Family/Duplex
HOMES: 65-70

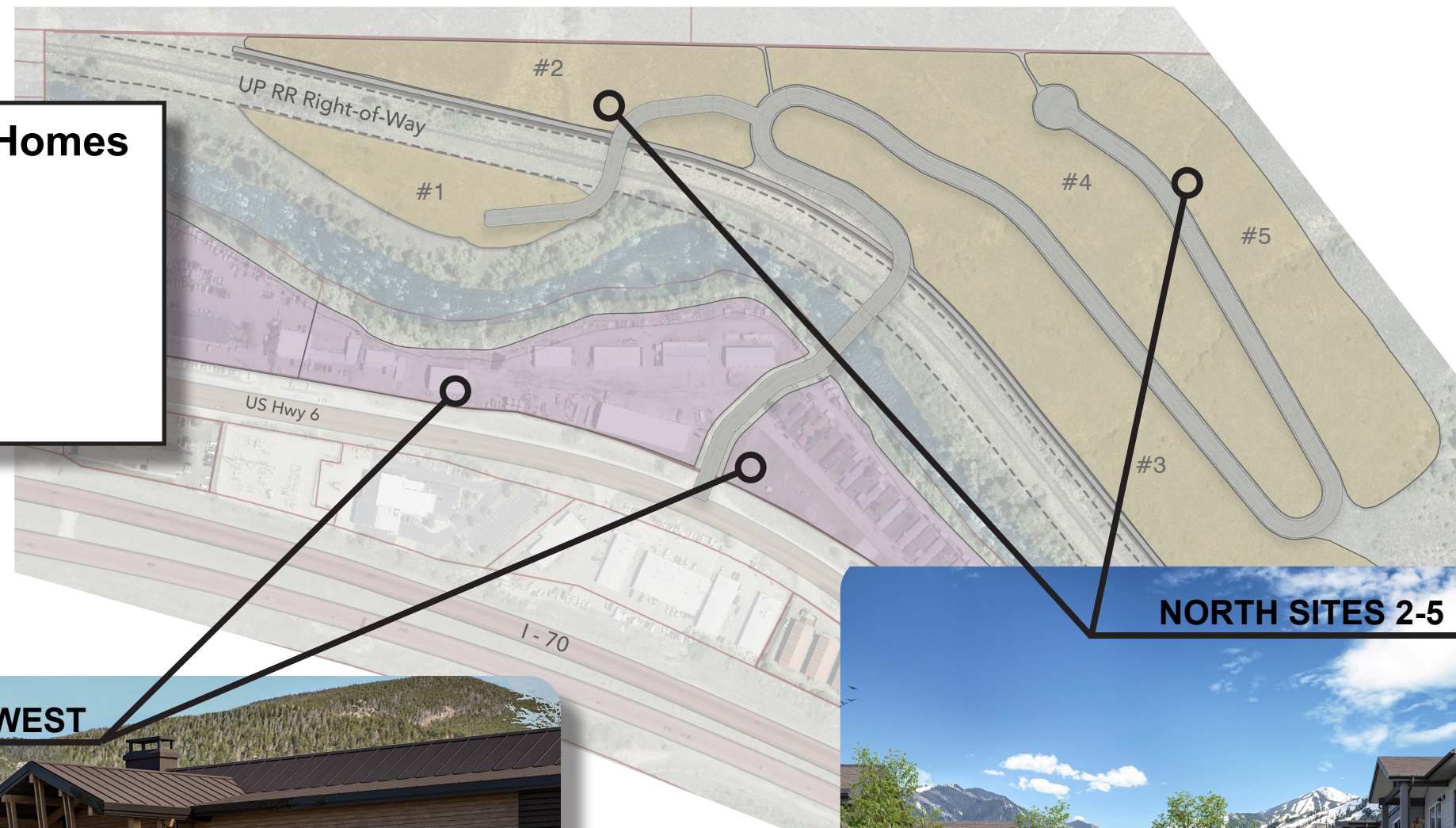


01.0 \ \ SITE INFORMATION: Housing Overview

Potential for 380-420 Homes

*From Single Family
to Multi-Family Residences*

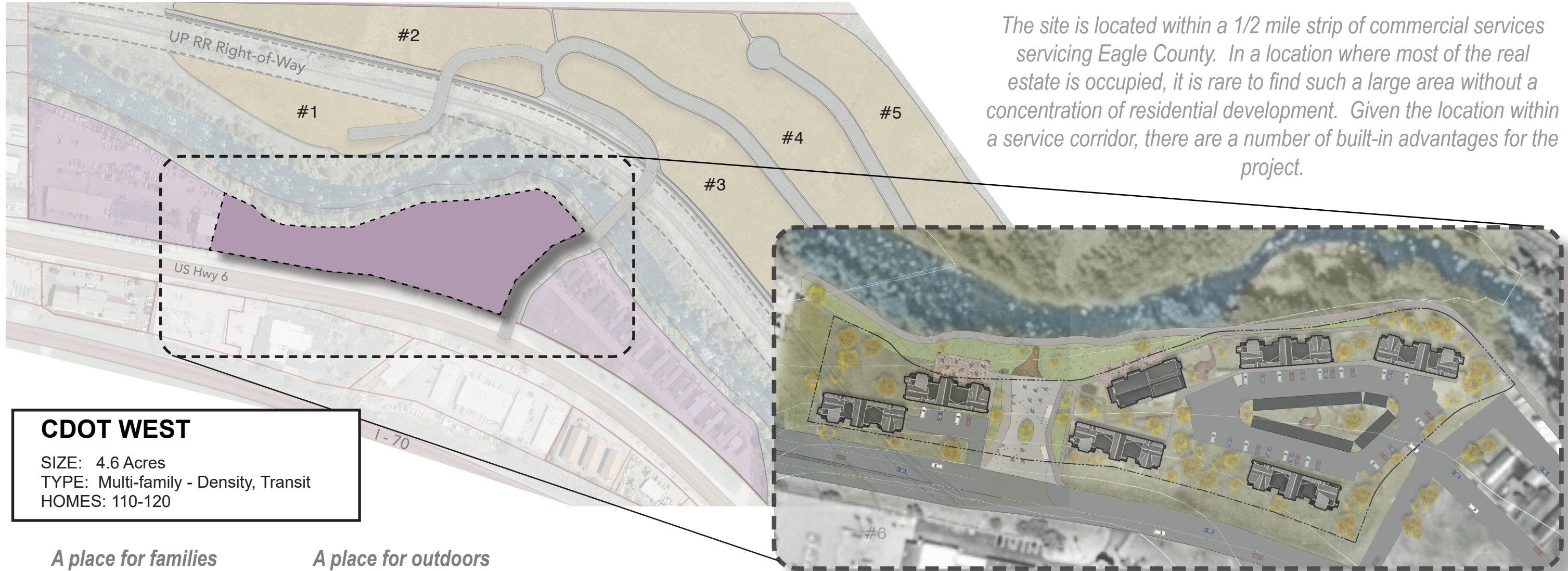
*Child Care
Parks and Open Space
A Front Door to Recreation*



NORTH SITES 2-5



01.0 \ \ SITE INFORMATION: Housing development case study- CDOT WEST



The site is located within a 1/2 mile strip of commercial services servicing Eagle County. In a location where most of the real estate is occupied, it is rare to find such a large area without a concentration of residential development. Given the location within a service corridor, there are a number of built-in advantages for the project.

CDOT WEST
 SIZE: 4.6 Acres
 TYPE: Multi-family - Density, Transit
 HOMES: 110-120

A place for families



A place for homes



A place for outdoors



A place for community



Adjacency

- There are immediate services of restaurants, daily shopping and utility services in each direction

Multi-modal Transportation

- From the site there is immediate connection to local & regional transportation, highway connection as well as bike and hiking trails

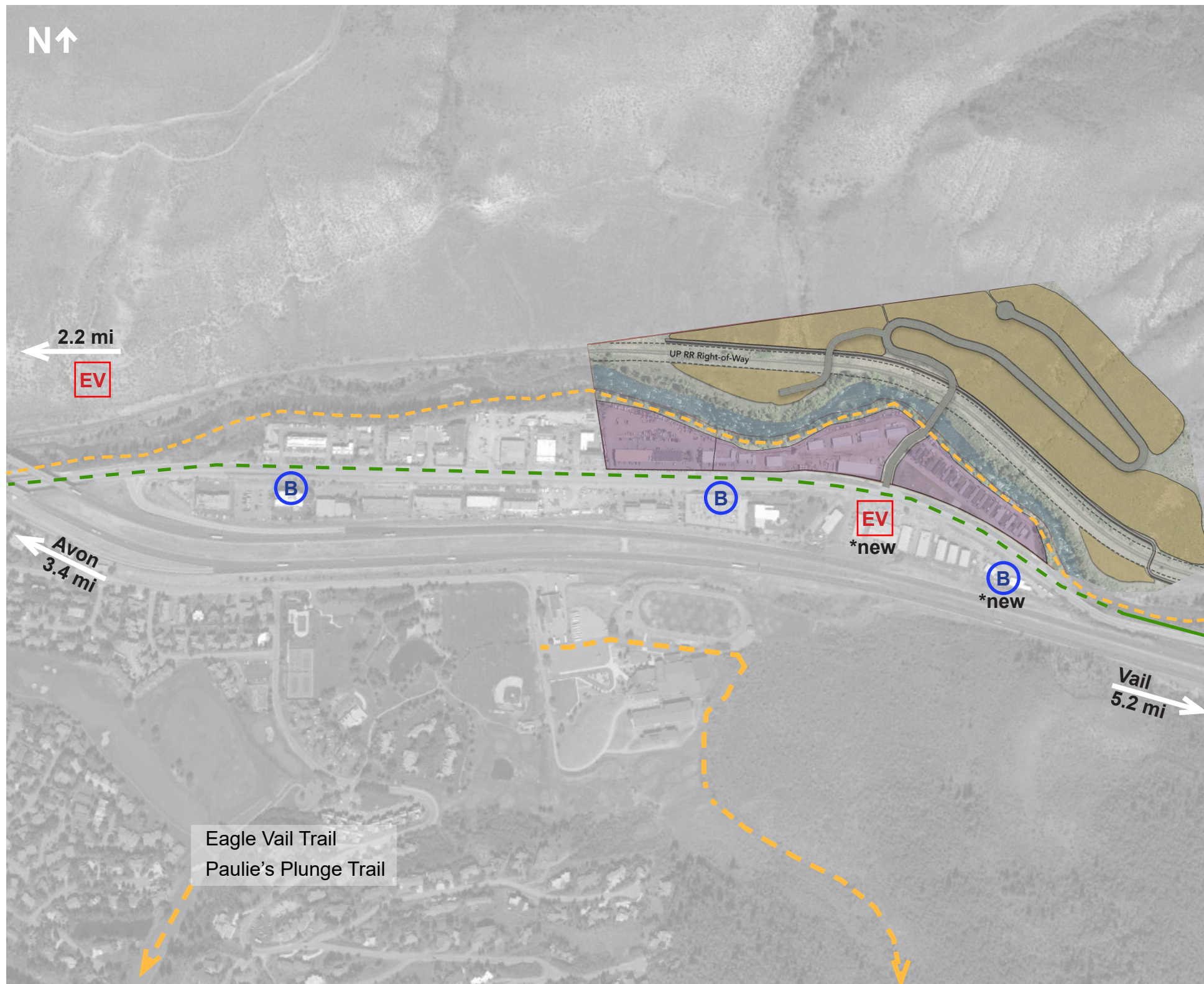
A place for density

- Unlike many areas where other forms of residential are prominent, this site offers good contextually for vertical development

Built-in infrastructure

- The corridor and the Eagle Vail Masterplan envision future homes and residents here. The infrastructure is in place and the area is awaiting a Genesis.

01.0 \ SITE INFORMATION: Project Site- Transit opportunities



Accessible Bus Routes ⓑ

Existing Bus Route and Bus stops are immediately accessible to project site for commuters.

Project site provides a great opportunity to potentially add additional bus stops, allowing greater access to public transportation.



Bike Lanes - - - - -

There are existing bike lanes immediately accessible to project site for bike commuters.

Project site provides great opportunity to enhance bike lanes for an increasing both commuters connecting to adjacent municipalities. Recreational Bike lanes can be utilized in annual 100 mile bike race.



EV Charging Stations ⓔⓋ

Closest EV charging station is currently 2.2 miles west of project site.

Project site provides a great opportunity to potentially expand infrastructure and provide new charging



Access to Open Space - - - - -

Development of north sites opens up new access to open space, lots of opportunity for trail creation.

The Project site could potentially add or expand the waterside path, allowing connection and access to river.

01.0 \ \ SITE INFORMATION: North Sites 2-6, Varied Terrain & Opportunity

The North Side of the Eagle River contains Sites 2 through 6. Site 6 provides an amazing opportunity to preserve a 1 plus natural acre of land for native wildlife watching, trails and riverside seasonality. The Medium Density Residential Sites 2 through 5 offer varied terrain. There is a great opportunity to mix multifamily residential flats and townhomes with single family and duplex opportunities in varied aesthetics and sizes. This formula is ideal for an incredible mixing of demographic and income categories.



An architectural rendering of a resort complex. In the foreground, a river flows through a rocky landscape with people kayaking and tubing. In the middle ground, there is a large outdoor patio area with people sitting at tables under umbrellas, and a covered walkway. In the background, there are large, multi-story buildings with a rustic, mountain-style architecture, surrounded by trees and mountains under a clear sky.

***A great
opportunity for
a significant
impact***

In collaboration, the Eagle County municipalities and their partners have studied the land inventory and have done feasibility on partnerships on the bulk of the land within the County. No other site of this size or location exists within the eastern end of Eagle County to make this significant impact to the housing need. The Eagle-Vail opportunity is ideally suited and located to address the need.

Glenwood Springs – Main Office

201 14th Street, Suite 200
P. O. Drawer 2030
Glenwood Springs, CO 81602

Aspen

0133 Prospector Rd.
Suite 4102J
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: March 9, 2023
TO: Minturn Mayor and Council
FROM: Karp Neu Hanlon, P.C.
RE: Opioid Settlement Documents

The Colorado Attorney General’s Office has negotiated a settlement with pharmaceutical companies Teva and Allergan, and pharmacy chains Walmart, CVS, and Walgreens for their respective roles in the nationwide opioid crisis. The attached resolution will authorize the Mayor and Town Manager to sign the necessary documentation for the Town to join these settlements.

In 2021 a similar settlement proposal came before Council with other pharmaceutical manufacturers. At that time, the Town entered into a Memorandum of Understanding regarding the distribution of the settlement funds. That MOU will continue to govern the distribution of these settlement funds totaling approximately \$261 million.

The five settlements can all be found at the links below:

Teva: <https://coag.gov/app/uploads/2023/02/Final-Teva-Global-Settlement-Agreement-and-Exhibits-2-8-23.pdf>

Allergan: <https://coag.gov/app/uploads/2023/02/Final-Allergan-Settlement-Agreement-and-Exhibits-2-8-23.pdf>

Walmart: <https://coag.gov/app/uploads/2023/02/Walmart-Settlement-Agreement-2023.02.07.pdf>

CVS: <https://coag.gov/app/uploads/2023/02/2022-12-09-CVS-Settlement-Agreement-with-2023-02-03-technical-corrections.pdf>

Walgreens: <https://coag.gov/app/uploads/2023/02/Walgreens-Opioid-Settlement-Agreement-12.9.22.pdf>

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 09 - SERIES 2023**

**A RESOLUTION OF THE TOWN COUNCIL OF MINTURN,
COLORADO APPROVING FIVE OPIOID SETTLEMENTS.**

WHEREAS, The State of Colorado recently settled lawsuits with several pharmaceutical companies and pharmacies related to the opioid crisis (the “Opioid Settlement”) totaling more than \$250 Million of settlement funds, a portion of which will be distributed to local governments; and

WHEREAS, in 2021 the State of Colorado and local governments, including the Town of Minturn entered into similar settlement agreements with pharmaceutical companies and an accompanying Memorandum of Understanding (the MOU) regarding the disbursement of settlement funds which will continue to govern the disbursement of these new settlement funds; and

WHEREAS, to ensure the State and local governments receive the full settlement amount, including the Town’s share, the Town Council must approve the Opioid Settlement Documents enclosed as **Exhibit A**; and

WHEREAS, the Town Council wishes to approve the Opioid Settlement Documents and believes that doing so is in the best interests of the Town.

**NOW THEREFORE, BE IT RESOLVED 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. Opioid Settlement. The Town Council hereby approves the Opioid Settlement Documents enclosed as **Exhibit A**, authorizes the Mayor and Town Manager to execute the same, and further directs Staff to take such actions necessary for receipt of the Opioid Settlement Funds.

INTRODUCED, READ, APPROVED AND ADOPTED this 15th day of March, 2023.

TOWN OF MINTURN

By: _____
Earle Bidez, Mayor

ATTEST:

Jay Brunvand, Town Clerk

Colorado Local Government Opioid Participation Forms:

Please review, complete & sign **the five** Participation Forms and either:

- 1) **Upload with this Google Form**
<https://forms.gle/2qVN2xxkVXsg3mvi7>
- 2) **Or send to Opioids@coag.gov**

Participation Forms are due by no later than April 7th, 2023

Attachment A: Teva Settlement Participation Form

Attachment B: Allergan Settlement Participation Form

Attachment C: Walmart Settlement Participation Form

Attachment D: CVS Settlement Participation Form

Attachment E: Walgreens Settlement Participation Form

Please reach out to Opioids@coag.gov if you have any questions or need assistance.

Attachment A: Teva Settlement Participation Form

Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Attachment B: Allergan Settlement Participation Form

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Attachment C: Walmart Settlement Participation Form

EXHIBIT K

Subdivision Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 (“Walmart Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Attachment E: Walgreens Settlement Participation Form

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____





To: Mayor and Council
From: Jay Brunvand
Date: March 15, 2023
Agenda Item: Resolution 10 – Series 2023

REQUEST:

Council is asked to approve Resolution 10 – Series 2023 a Resolution to dedicate the \$2,000 Community Enhancement Donation from Holy Cross Energy to purchase and install solar powered stop sign at Railroad Ave and North Main St.

INTRODUCTION:

Annually Holy Cross Energy donates \$2,000 to Minturn as part of the Franchise Agreement with the purpose of being dedicated to community enhancement. Staff is requesting, and has confirmed its appropriateness with Holy Cross, to apply those funds to a solar powered, blinking stop sign to be placed at Railroad Ave and North Main St. It has been determined that this intersection is a safety concern for both vehicles and pedestrians.

ANALYSIS:

N/A

COMMUNITY INPUT:

Past Community Surveys have indicated safety and pedestrian access as community priorities.

BUDGET / STAFF IMPACT:

Assist in project costs.

STRATEGIC PLAN ALIGNMENT:

In accordance with Strategy #3 to sustain and invest in the things that define Minturn as a proud, sturdy mountain town to "Keep Minturn Minturn". Minturn strongly values its full-time resident community. Founded by the working-class, the town continues to emphasize the local's experience and quality of life. To maintain the character of Minturn and its ability to transcend time, the community must continually make strides to emphasize the working class.

RECOMMENDED ACTION OR PROPOSED MOTION:

This Resolution is approved within the Consent Agenda, no separate motion is required.

ATTACHMENTS:

- Resolution 10 – Series 2023

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 10 – SERIES 2023**

**A RESOLUTION ALLOCATING THE 2023 HOLY CROSS ENERGY
COMMUNITY ENHANCEMENT FUND PROCEEDS FOR THE
PURPOSE OF THE PURCHASE AND INSTALLATION OF A SOLAR
POWERED STOP SIGN IN MINTURN**

WHEREAS, Section 11.1 of the Holy Cross Energy Franchise Agreement, renewed in 2011, states that Holy Cross Energy Community Enhancement funds can be used for beautification projects and development thereof; and

WHEREAS, The Town has requested the use of these 2023 funds, in the amount of \$2,000, from Holy Cross Energy for the purpose of purchase and install of a solar powered, blinking stop sign to be placed at Railroad Ave and North Main St to enhance vehicle and pedestrian traffic flow and safety.

NOW THEREFORE, BE IT RESOLVED by the Town of Minturn Town Council, State of Colorado, the Holy Cross Energy Community Enhancement Fund proceeds from the fiscal year 2023 will be applied toward the purchase and install of a solar powered, blinking stop sign to be placed at Railroad Ave and North Main St to enhance vehicle and pedestrian traffic flow and safety.

**INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this
15th day of March, 2023.**

TOWN OF MINTURN

By: _____
Earle Bidez, Mayor

ATTEST:

Jay Brunvand, Town Clerk

March 7, 2023

Via E-Mail: Michelle Metteer <manager@minturn.org>

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

Re: Engagement for Legal Services

Dear Ms. Metteer:

We are very pleased that Town of Minturn (“Client”) wishes to retain Kaplan Kirsch & Rockwell LLP (the “Firm”) to advise Client with regard to advise and represent the Client in settlement discussions for acquisition of part of the Eagle Mine Superfund Site and with respect to ongoing remediation and redevelopment activities. This letter sets forth the terms under which the Firm will represent Client on this matter and any other matters as directed by Client.

While we are reluctant to be overly formal, we have found that a detailed retainer letter is the best way to satisfy our ethical obligations and to be sure that each parties’ obligations are clearly set forth in writing.

The effective date of our representation is March 6, 2023. I will be the partner-in-charge of this engagement and will be the contact person for the Firm on this matter. At any time during our representation, you and your colleagues should always feel free to contact me or any other Firm partner if you have any questions or concerns about our work on your behalf. Our Firm’s managing partner, Stephen H. Kaplan, is always available in the event you have questions about our representation.

Scope of Our Representation. Client is engaging the Firm to advise on matters related to settlement discussions for acquisition of part of the Eagle Mine Superfund Site and subsequent counsel during ongoing remediation and redevelopment and other matters to which we may jointly agree in writing. The scope of our representation is limited to these matters and any other matters as directed by Client.

Attorneys within the Firm are licensed to practice law before the U.S. Supreme Court, most federal appellate and many federal district courts, as well the highest court in many states. To the extent that you seek advice with respect to states where Firm attorneys are not licensed, we

will provide advice in a manner consistent with the rules of professional conduct applicable to the practice of law in that state.

Opinions on Likely Outcomes. Either at the commencement or during the course of our representation, attorneys in the Firm may express opinions or conclusions concerning the likely outcome of the matters or various courses of action and the results that might be anticipated. We trust that you understand that, while we will always endeavor to give you candid and accurate assessments, any such statements will be an expression of our opinion based on information available to us at the time and are not a promise or guarantee.

Fees and Charges. The Firm will charge for its services according to the fees set out herein. I will be the partner-in-charge of this matter but anticipate involvement by other attorneys, as needed. For purposes of this engagement, my hourly rate is \$550 per hour, the rate for junior partners is \$500 per hour, and the rates for senior and junior associates range from \$350 to \$450 per hour. The normal hourly rates for attorneys in the Firm range from \$295 to \$795 per hour. Paralegal/law clerk rates are charged \$160 per hour. The Firm charges fees in six-minute (1/10 hour) increments. These rates will be effective until at least the end of this calendar year. The Firm annually evaluates its rates and will notify you in advance of any anticipated changes in rates.

In addition to the hourly fee for services, the Firm will charge you for all necessary and incidental out-of-pocket expenses, including, but not limited to, travel costs, office expenses, computerized legal research, court reporting services, and court or other filing fees. We do not generally charge for routine photocopying and long-distance telephone or cell phone calls but do charge for especially large copying jobs, color copies and hosting conference calls, in some instances. Out-of-pocket expenses are charged at our actual cost. **Please let us know if you have any special requirements for the expenditure or reporting of expenses.**

Invoices. It is the Firm's practice to send our clients a consolidated monthly invoice showing the amounts billed for particular matters during the period covered by the invoice. Unless you request otherwise, our invoices will contain daily detail for each professional's work on the client's matter. We can, however, prepare that invoice in any format that meets your needs. We urge you to raise any questions regarding our invoices as soon as they arise so that we can resolve any problems promptly. We require that Client pay our fees promptly on a monthly basis. We consider any invoice more than 30 days old to be overdue. If Client does not inform the Firm, in writing, of any questions or concerns with respect to the charges contained on an invoice within 30 days of receipt, the Firm will assume and Client agrees that such charges are acceptable to Client. The Firm reserves the right to charge interest of one percent per month on any outstanding amounts on invoices over 60 days old.

Conflicts Evaluation. In accordance with the applicable ethical rules, we have confirmed that we have no current actual conflicts between Client and any Firm clients. Further, we are not aware of any potential conflicts. As you are aware, the Firm represents a number of public

sector and private sector clients. We cannot foreclose the possibility that, at some time in the future, any existing or future Firm client may be adverse to Client on matters completely unrelated to this engagement. It is also possible that an existing Firm client is currently adverse to Client on a matter of which we are unaware or in which we have no involvement. Client understands and agrees that the Firm may represent new and existing clients in any matter that is not substantially related to our work for Client even if the interest of such other clients may be directly adverse to Client or to any entity or person related to Client, with one exception: This prospective consent to conflicting representation will, of course, not apply to any matter where, as a result of our work for Client, we have obtained sensitive, proprietary, or otherwise confidential information that could be used by such other clients to the material disadvantage of Client. Should we be involved in other matters for Client, the conflict evaluation will be done at that time on a case-by-case basis.

Termination of Our Engagement. Upon completion or termination of our representation on the matters described above, the attorney-client relationship will end unless Client and the Firm have agreed to a continuation with respect to other matters. Client has the right, at any time, to terminate our services and representation upon written notice to the Firm. We reserve the right to withdraw from our representation if, among other things, you fail to honor the terms of this engagement letter, you fail to cooperate or follow our advice on a material matter or any fact or circumstance (including any conflict of interest with another client) that would, in our view, render our continuing representation unlawful or unethical. If we elect to withdraw, you will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to complete our withdrawal. No termination of our representation by Client or the Firm will relieve you of your obligations under the terms of our engagement to pay for services rendered or for costs or expenses paid or incurred on your behalf. In the unusual event that a court of competent jurisdiction refuses to permit us to withdraw upon termination, you would remain responsible for fees and costs. In the event we are compelled to intervene in a pending lawsuit or initiate any proceeding in order to recover any amount due under the terms of our engagement, the prevailing party is entitled to be reimbursed for any and all reasonable attorneys' fees, court costs, and expenses incurred in such proceeding.

Entire Understanding of Terms of Our Representation. This engagement letter constitutes our entire understanding and agreement with respect to the terms of our engagement and supersedes any prior understandings and agreements, written or oral, regarding representation on this matter. If any provision of our engagement letter is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect. This engagement letter may only be amended in writing by the Firm and Client.

Michelle Metteer

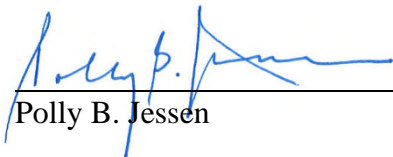
March 7, 2023

Page 4

If the terms described above are satisfactory, please so indicate by signing this letter and returning one signed copy to me. We look forward to working with you and your colleagues on this matter, and we look forward to a mutually satisfactory relationship. Thank you again for your interest in engaging the Firm.

Sincerely,

KAPLAN KIRSCH & ROCKWELL LLP

By:  _____
Polly B. Jessen

ACCEPTED AND AGREED ON BEHALF OF
Town of Minturn

By: _____
Michelle Metteer

Date: _____

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 13 – SERIES 2023**

A RESOLUTION PROVIDING DIRECTION TO PROCEED AND AUTHORIZING THE MAYOR OF THE TOWN OF MINTURN TO SIGN ANY AND ALL DOCUMENTS REQUIRED TO ACCEPT THE PROPOSED KAPLAN KIRSCH & ROCKWELL LLP RETENTION AGREEMENT FOR LEGAL COUNCIL ON MATTERS REGARDING A COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA) AS SET FORTH HEREIN

WHEREAS, The Town Council of the Town of Minturn recognizes the need regarding advice and representation regarding settlement discussions for acquisition of part of the eagle mine superfund site and to ongoing remediation and redevelopment activities; and,

WHEREAS, The Town has as requested a proposal and has received this proposal to fulfill these identified needs from Kaplan Kirsch & Rockwell LLP.

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

1. The Minturn Town Council accepts the attached proposal as presented in Attachment “A” for specified legal services and authorizes the Mayor or his designee to sign on behalf of the town of Minturn any and all documents required to reasonably ensure completion.

INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this 15th day of March, 2023.

TOWN OF MINTURN

By: _____
Earle Bidez, Mayor

ATTEST:

Jay Brunvand, Town Clerk

To: Minturn Town Council
From: Michelle Metteer
Date: March 15, 2023
RE: Town Manager Update



Uinta Rail Line Private Activity Bonds Opposition

The Uinta Railway project has announced they are seeking upwards of \$2 billion dollars in tax-exempt funds through the use of private activity bonds for the construction of the new rail line connecting the 88-mile Uinta route to the railway system leading into Colorado. This would increase rail traffic along the Colorado River by up to 9.5 trains a day with over 100 cars containing crude oil. The Eagle County Commissioners have opposed this project since its inception and are now opposing the use of tax exempt funds to support private profit. Because Minturn has been in lockstep with the County on opposing the Uinta project, Minturn is listed as a corresponding community opposed to the Uinta project's use of private activity bonds. Please see Eagle County Commission letter included with this update for more details.

\$6M: Congressionally Directed Spending (CDS) Application – Main Street Sidewalks

Minturn continues to seek funds toward the completion of the Main Street Pedestrian Improvements. With no additional funds for matching grants, we are getting more creative in seeking out opportunities for this effort. Minturn has now applied for \$6M through the 2023 round of congressionally Directed Spending opportunity for the completion of phase two as well as design, engineering and partial construction of phase three. Because Minturn has already received \$1.6M in grants toward phase two construction and the town is adding \$220k as a match for that project, we are able to offer a \$1.8M match for the \$6M request, resulting in approximately \$7.8M in funding. Unfortunately, phase three is by far the most expensive section of the Main Street project and \$7.8M would not cover the total cost of construction, but it would get the town closer to the finish line. A copy of the CDS application is included with this update.

Town Hall Alarm System Repairs

The enjoyment of the town hall beeping from the alarm panel has continued over the past several weeks. The alarm panel system needs to be replaced. Jay Brunvand has reached out to multiple firms who have either not responded with a bid or not responded at all. The current company which maintains the town hall alarm system panel is unable to make the repair and has recommended CSI Notifier Fire Systems. This work is considered an emergency to ensure the safety of the town hall building and all occupants. A copy of the draft estimate is included with this update. The final estimate is expected to be under the \$20k threshold identified in Resolution 09 – Series 2021, Procurement Policy.

Governor Polis Housing Regulations Strategy

The Governor has continued to seek ways to provide local community housing throughout the State of Colorado. The initial results of these effort have effectively seen residents supportive of such measures, so long as it is not next to their properties. Polis' position is that community housing is larger than a local issue and should potentially be controlled by state-level imposed increased housing density levels along transit routes (Main St/HWY 24 is a transit route). No bill has been proposed as of yet, but local mountain communities are starting to respond to this concept. Both Breckenridge and Basalt have come out in opposition and the Town of Vail has met with representatives of the Governor's office. I have included an [article by Colorado Public Radio interviewing Polis in September of 2022](#) about this concept.

Local Control Psilocybin / Prop 122

The Colorado Municipal League is working on responsive legislation to allow for local control over psilocybin/local opt-out. This would ensure that Minturn jurisdiction controls the allowance of access to

psychedelic substances within town limits. As an example, Minturn has banned the sale of marijuana within town limits. CML is looking for feedback to better understand the interest of local governments to maintain jurisdictional control over the sale of psychedelic substances within town limits. I will seek feedback from Council during the meeting to understand Minturn's position.

Eagle Mine Proposed Action & Comment Period

The National Priorities List is maintained by the EPA and is a list of properties appearing to present a significant risk to public health, welfare and the environment. [The EPA is proposing to eliminate 5.31 acres of the Eagle Mine OU 3 North Property Redevelopment – Trestle Area from the NPL](#). I am seeking approval from the Town Council to submit a comment during the open comment period for this proposed action, which closes March 24, 2023, to request ongoing groundwater contamination monitoring. This data will assist the town in understanding groundwater contaminants in the superfund site area and subsequent proximity to the Eagle River.

Public Works Snow Removal Update

Included are photos taken by Minturn Public Works. For the 400 block of Eagle Street it took the crew six hours and nine dump trucks to remove 10" of ice buildup due to residents who continue to use the roadway for dumping their snow. The Town continues to ask residents and businesses to follow the code and not dump snow from private property onto the public right of way.



Board of County Commissioners

970-328-8605

970-328-8629(f)

eagleadmin@eaglecounty.us

www.eaglecounty.us

February 9, 2023

The Honorable Michael Bennet
United States Senate
261 Russell Senate Building
Washington, DC 20510

The Honorable Joe Neguse
United States House of Representatives
1419 Longworth House Office Building
Washington, DC 20515

The Honorable John Hickenlooper
United States Senate
374 Russell Senate Building
Washington, DC 20510

The Honorable Jared Polis
Governor of Colorado
State Capitol Building
Denver, CO 80203

Dear Senator Bennet, Senator Hickenlooper, Representative Neguse and Governor Polis,

In 2021, the U.S. Surface Transportation Board (“STB”) approved a new 88-mile rail line connecting the Uinta Basin to the national rail network, where it will meet with the existing 457-mile Union Pacific Line to Denver. The sole purpose of the Uinta Basin Railway Project (Project”) is to dramatically increase oil production in the Uinta Basin, and to transport waxy crude oil to refineries largely in the southeastern U.S.

As proposed, the Project’s new rail traffic includes up to 9.5 trains a day, comprising eight locomotives and well over 100 cars, extending up to 10,000 feet in length, through hundreds of thousands of acres of federal land and traversing the Rocky Mountains. This of course includes Eagle County and many other local communities, at times within mere feet of the Colorado River, and into Denver and beyond. Though this decision garnered little attention at the time, Eagle County recognized the potential peril to both our own community and the shared resource of the Colorado River.

The STB did not evaluate the full environmental impacts of adding up to 8 miles of loaded oil trains a day on the existing Union Pacific Line running through Colorado, an action which is projected to double the rate of accidents along the route. Recognizing that a dramatic increase in rail traffic represents a commensurate increase in risk (of spark-induced wildfire, vehicle conflicts, derailments, water contamination, toxic spills, etc.), Eagle County sued to challenge the decision, particularly in light of the Biden administration’s directive to consider climate change in agency decisions. As STB board chair Martin Oberman stated in his dissenting opinion, “the project’s environmental impacts outweigh its transportation merits.”

Many other impacted communities became aware of the issue and shared their own concerns through amicus briefs, letters to representatives and the STB, and opinions in newspapers and other media.



Board of County Commissioners

970-328-8605

970-328-8629(f)

eagleadmin@eaglecounty.us

www.eaglecounty.us

The recent disaster in East Palestine, Ohio has highlighted the great peril of rail incidents. That incident and resulting toxic spill is the fourth rail incident in less than two years involving hazardous materials, potential long-term health consequences, and toxic environmental impacts. None of those lines ran 200 miles along the banks of a drinking water supply for 40 million people.

Project proponents have recently announced that they are seeking funding of up to \$2 billion towards construction costs through U.S. Department of Transportation tax-exempt private activity bonds (“PABs”). Authorizing the Project to issue such tax-exempt bonds would substantially reduce the Project’s financing costs, amounting to a federal subsidy of hundreds of millions of dollars (if not billions) over the Project’s life. Such benefits are generally reserved for projects considered to be a public good worthy of foregoing tax revenue and where the incentives associated with PABs are necessary to attract private investment that would otherwise not see the value of the Project. The Uinta Basin Railway project is not a public good but a private boon to the oil industry, and a project that will force significant costs — in terms of environmental risk and climate damage — onto Coloradans.

The Biden administration and its agencies that have influence over this Project have heard concerns voiced by a myriad of different communities, officials, organizations, and community members. The communities below would like to join in expressing our significant concerns with the Project and particularly in the use of PABs to fund the same. We are unified in our opposition and consider this to be an urgent issue of statewide concern.

We have appreciated the attention to and work on this issue to date from some of our elected leaders, and we hope the disaster in East Palestine helps to bring the risk of the Uinta Basin line into better focus. We respectfully request coordination of all your offices to provide robust advocacy at the federal level to emphasize the urgency and the dangers of the Uinta Basin line to the administration and its relevant agencies, and to oppose any use of PABs from the federal government.

Sincerely,

Kathy Chandler-Henry
Chair

Matt Scherr
Commissioner

Jeanne McQueeney
Commissioner

Cc:

State Senator Dylan Roberts

State Senator Perry Will

State Representative Elizabeth Velasco

State Representative Meghan Lukens

Boulder County Board of County Commissioners



EAGLE COUNTY

Board of County Commissioners

970-328-8605

970-328-8629(f)

eagleadmin@eaglecounty.us

www.eaglecounty.us

Chaffee County Board of County Commissioners

Gilpin County Board of County Commissioners

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Jefferson County Board of County Commissioners

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City of Glenwood Springs

Town of Avon

Town of Basalt

Town of Eagle

Town of Gypsum

Town of Minturn

Town of Red Cliff

Colorado River Water Conservation District Board of Directors

FY24 Congressionally Directed Spending Request Form for U.S. Senator John Hickenlooper

* Required

Primary Contact Information

Please provide information for the primary point of contact from the requesting organization or government entity. This individual is the person who will be contacted by the agency for dispersal of funds. Their personal contact information will not be publicized.

First and Last Name *

Michelle Metteer

Organization*

Town of Minturn

Title*

Town Manager

Phone*

970-827-5645x8

Email*

Manager@minturn.org

Street Address*

301 Boulder Street, #309

City *

Minturn

State*

CO

Zip Code*

81645

Is this form being filled out by the point of contact listed above?*

- No

Your Contact Information

If the individual completing this form is not the primary point of contact for the requesting organization or government entity, please provide your contact information below. This

information should be for the person that our office will correspond with regarding any questions for the proposal itself. Your contact information will not be made public.

First and Last Name*

Sarah Marin

Organization*

Sustainable Strategies DC

Title*

Grant Consultant

Phone*

202-308-7125

Email*

Sarah.marin@strategiesdc.com

Organization Street Address*

200 Massachusetts Avenue, NW Suite 380
Washington, DC 20001

Requesting Organization Information

Is the requesting organization a public or 501(c)3 non-profit organization?*

- Yes

Please provide the organization's Employer Identification Number (EIN)*

84-6000697

Is the proposed recipient currently in material non-compliance of a prior grant award made by the proposed Federal funding agency?*

- No

Has the organization or any potential sub-grantees been subject to sanction or litigation by State, Local, or Federal governments in the past five years?*

- No

If your organization or any potential sub-grantees been subject to sanction or litigation by State, Local, or Federal governments in the past five years, please provide additional details here:

Your answer

Project Information

If we submit your request, we will list the project on our website as one of Senator Hickenlooper's requests for fiscal year 2024.

Project Title*

Minturn Main Street (US 24) Bike/Pedestrian Improvement Project

Statement of Project Purpose: Please provide a brief description of the project, including the specific activities that will be funded and its benefit to the community.*

Minturn seeks \$6M in Highway Infrastructure Program funds with \$1,842,000 in match to complete phases 2 and 3 of the Minturn Main Street Bike/Pedestrian improvements. The project aims to provide safe bike and pedestrian facilities to connect residents to key destinations. Phase 1 replaced curbs, gutters, and storm sewers, extended ADA-compliant sidewalks from downtown to South Minturn. Minturn will use CDS funds for nonmotorized infrastructure, curbs, gutters, and storm sewers from MP 146.13 to MP 147.1, stretching the entire town. The project enhances access to essential services, jobs, and other destinations, reducing housing and transportation costs for low and middle-income residents.

695/700 characters

Exact Project Address*

US Route 24 MP 146.13 to MP 147.1

County where the project is located*

Eagle

Region where the project is located*

- Central Mountains: Chaffee, Eagle, Garfield, Gunnison, Lake, Moffat, Pitkin, Rio Blanco

Proposed project start date: 04/1/2024 *

Proposed project completion date: 03/31/2028*

Describe how the proposed project purpose is consistent with the activities and mission of the federal agency which would fund the project. If you are unsure of which agency you are requesting funding from, please identify which agencies best oversee the project's purpose. *

The Minturn Main Street (US 24) Bike/Pedestrian Improvement project is consistent with the U.S. Department of Transportation's mission, *"To deliver the world's leading transportation system, serving the American people and economy through the safe, efficient, sustainable, and equitable movement of people and goods"* as it will provide alternative transportation opportunities where none currently exist. By providing sidewalks and a multi-use path, the project will contribute to the equitable movement of people and goods. It will provide access to transportation for those who may not have access to a vehicle, such as children, seniors, and those with disabilities, and will increase connectivity to critical destinations within the community. In addition, the project will provide increase the safety of pedestrians and cyclists, reducing the risk of accidents and injury by providing them with a designated space that is separated from oncoming traffic. The FHWA has shown that sidewalks can reduce crashes involving pedestrians walking along roadways by 65 – 89%. This will contribute to the safe movement of people and goods, as it would provide an alternative means of transportation and reduce dependence on vehicles.

Why is this project a good use of taxpayer funds and how will it benefit the state of Colorado?*

The Minturn Main Street (US 24) Bicycle Pedestrian improvement project is a good use of taxpayer funds as it will promote economic development, improve safety and mobility, help to revitalize the downtown core, attract tourists and cyclists, and balance the needs of freight traffic and non-vehicular users along US Route 24. US 24 is the main transportation artery for the community as it provides access to I-70 as well as serves as the primary gateway into and out of Minturn.

Streetscape improvements in this downtown core are necessary to enhance the pedestrian experience by making the town a more attractive place for visitors and residents alike.

Enhancing access to and mobility within Minturn will help improve safety, reduce VMT, encourage ECO Transit use, and spur local business growth which will support the local tax base. As a “bedroom community,” Minturn often has a difficult time providing for the needs of the community because the relatively large amount of residential use generates costs that far exceed the small amount of commercial sales tax funds. Minturn’s seasonal, tourist-oriented economy means that infrastructure, resources, and services have to accommodate additional demands placed by visitors and part-time residents. With direct travel spending in Eagle County topping \$979 million in 2020, there is a significant opportunity for Minturn to capture a larger segment of the tourism sector.

Upgrades to the Minturn segment of US 24 will also spur the ongoing revitalization of the downtown core. Minturn has lost many of its “neighborhood” commercial businesses (grocery store, dry cleaner, and hardware store) presumably because of completion from regional or national chains locating in the Vail and Eagle River Valleys where the higher density populations make business more economically feasible. Improving access to and the vibrancy of this Main Street will help to rebuild an inclusive commercial corridor that champions diverse small businesses and continues to grow the local and unique nature of Minturn.

US 24 through Minturn leads to Tennessee Pass, a regionally significant cycling route connecting Leadville to Eagle County. Improved bike and pedestrian infrastructure through town will help to attract cyclists to shop, dine, and explore as they are on their way up to or back from Tennessee Pass.

US 24 is the only freight route through the mountains for 50 miles in either direction. US 24 also provides access to the Cripple Creek and Victor Gold Mine. This project will help to balance the safety and mobility of freight traffic with the safety and mobility of pedestrians, ensuring the efficient movement of goods while protecting Minturn’s community members.

What is the total cost of the project?*

\$7,842,000

What amount is being requested for Congressionally Directed Spending?*

\$6,000,000

Is this a one-time request for Congressionally Directed Spending?*

- Yes

If additional federal support is necessary, when will the project be self-sustaining? *

n/a

What are the sources of the remaining non-federal funding (private or other governmental funding) and when will that funding be secured? *

Colorado Department of Local Affairs (EIAF) Grant - \$220,000 (Secured)

Colorado Department of Transportation Revitalizing Main Street Large Safety Grant - \$1,402,000 (Secured)

Town of Minturn (\$220,000)

Please list all organizations that have committed funds or are expected to commit funds for this project

Colorado Department of Local Affairs
Colorado Department of Transportation

Does the request include a request for construction, the acquisition of property, or the renovation of buildings? *

- Yes

If the request includes a request for new construction, has this construction already begun?

*

- No

Is this project, or a portion of this project, contingent on receiving CDS funding?

*

- Yes, a portion of this project is contingent on receiving CDS funding

Please explain any necessary funding or timing contingencies for this project. If there are none, you may leave this answer blank.

The project must comply with the obligation requirements of both the CDOT Revitalizing Main Street and DOLA Energy and Mineral Impact Assistance Funds (EIAF). The EIAF program requires recipients to execute a contract within one year of the award date, while the Revitalizing Main Street Grant program requires funds to be obligated/contracted by December 2024. The project team plans to begin construction of phase 2 in Spring 2024. Due to weather constraints, the project has a limited window in which work can begin.

Does this project have multiple phases or phase out options? If so, please explain them; include funding amounts required for each phase. If there are none, you may leave this answer blank.

The Town of Minturn, CO, (population 1,101) is underway with phased redesign and reconstruction of its main street corridor to address the lack of safe bike and pedestrian facilities. Since 2010, Minturn has been working to re-envision its Main Street as an eclectic, walkable, downtown corridor with thriving small businesses and safe opportunities for cycling and recreation. The Minturn Main Street (US 24) Bike/Ped Improvements project is proceeding in three phases:

- Phase 1 – Toledo Avenue to Cemetery Road (MP 145.24 to MP 146.13) – With funding from the Colorado Department of Transportation (CDOT) Transportation Alternatives Program (TAP), the Colorado Department of Local Affairs, and local match, Minturn replaced curbs, gutters, and storm sewers, repaved, and extended ADA-compliant sidewalks along Main Street through the south part of Minturn, providing a safe connection for pedestrians from the downtown area to South Minturn. Due to funding constraints, the project concluded half-way through South Minturn. Construction of this segment was completed in Spring 2020. (completed)
- Phase 2 – South Minturn to the Boneyard Open Space (MP 146.13 to MP 146.5) – Minturn has received CDOT Revitalizing Mainstreet Large Safety grant funds to maintain parking throughout Segment 2 and extend the Segment 1 cross-section through this segment to provide consistency throughout town. Sidewalk facilities do not exist along this portion of US 24.

Proposed curb, gutter, and storm sewer will control highway drainage consistent with the Town's Master Drainage Plan. Minturn expects to complete construction on this segment by Fall 2025. Construction for this segment is estimated at \$3 million. The project has secured \$1,842,000 of this funding and seeks \$1,158,000 in CDS funds to complete this segment.

- Phase 3 – Boneyard Open Space to Maloit Park Road (MP 146.5 to 147.1) – Minturn seeks to complete design and engineering to the 100% level and construction for widening the highway to provide 6' shoulders that can serve bicycles, as well as providing a pedestrian facility to connect the rest of the Town to this segment. Minturn expects to complete design and engineering for this project by Fall 2025 at a cost of \$630,000, and construction by Fall 2028 at an estimated cost of \$4,212,000.

The project can continue to be broken up in this phased manner or the final two phases can be completed through a design-build approach that integrates multiple phases. While either approach can be effective, the design-build option allows for greater flexibility and potential cost savings.

Provide an itemized breakdown of how the requested funding will be used.*

Phase 2 Construction = \$2,310,000

- Secured: \$1,842,000
- Request: \$468,000

Phase 3 Design and Engineering = \$630,000

- Secured: \$0
- Request: \$630,000

Phase 3 Construction = \$4,902,000

- Secured = \$0
- Request = \$4,902,000

TOTAL: \$7,842,000

REQUEST: \$6,000,000

Has funding for this project been included in any prior Presidential Budget Request? If so, please detail years, accounts, and requested amounts.*

No

Has this project already received federal funding? If so, please details amounts, dates, and sources. If this project has received CDS funding before, please also list the members credited with the request and the fiscal year it was requested.*

Yes, Transportation Alternatives Grant, \$1,730,000

Have you previously requested this project for Congressionally Directed Spending?*

- No

Please select the topic/appropriations subcommittee that best aligns with your project. *

THUD

Transportation, Housing and Urban Development, and Related Agencies

Please select the account you would like your request to receive funding from: *

- Highway Infrastructure Programs (HIP) for highway capital projects

Is this transportation project included on the Colorado Statewide Transportation Improvement Plan (STIP)? *

- Yes

Not Applicable

If this project is not included on the Colorado Statewide Transportation Improvement Plan (STIP), is it likely to be added in 2022? *

- Not applicable because this project is already on the STIP

Please provide a url link to the project on the STIP.

<https://www.codot.gov/programs/planning/assets/statewide-transportation-improvement-program-stip/fy2023-fy2026-stip-as-adopted-by-tc-2022-05-19.pdf>

Is this transportation project included on the Colorado Department of Transportation's 10-year plan?

- Yes

If relevant to your project, please provide the Airport Code.

Your answer

Community Support

All requests for CDS must include one letter of support from either the state government, local governments, tribal governments, or community leaders that details the community benefits and support for the project.

Please email a PDF version of the letter(s) of support to cds@hickenlooper.senate.gov.

Have you emailed your letter of support to cds@hickenlooper.senate.gov?

- Yes

What individual or entity wrote/will write a letter of support for your project?*

Town of Minturn Mayor, Earle Bidez

Eagle County Sheriff, James Van Beek

Are you submitting this request to other Members of Congress?

If you plan to submit your Congressionally Directed Spending request to multiple members of Colorado's federal delegation for consideration, we ask that you submit identical applications. Have you submitted, or will you submit an identical request to U.S. Senator Michael Bennet?*

- Yes

Have you submitted this request to another Member of Congress from Colorado?*

- None

Have you submitted, or will you submit any different CDS requests (including separate phases of this same request or requests for this project that are not identical to the

request you are currently submitting) to Senator Hickenlooper or any other Member of Congress this fiscal year?

If yes, please list the following information for each other request:

- 1) Project name and a general outline of the request
- 2) Amount requested
- 3) How, if at all, the projects relate to each other (for example, some projects may be separate phases of a larger project, or construction projects on the same site); please explain the extent of any overlap between any of these projects and the project you are currently requesting from us
- 4) Which Members of Congress have received or will receive these requests

If you are not submitting any other requests to Members of Congress this fiscal year, you may leave this section blank.

Requesting \$2.5 million from Congressman Neguse for the Minturn Water Treatment Plant through the United States Department of Agriculture, Water and Water Utilities Account. This project does not have a direct connection to the project we are seeking Senator Hickenlooper and Senator Bennet's support for.

Additional Information

Please share any information that is relevant for consideration of your application, which may not be reflected elsewhere on this form

Minturn has a tourist-based economy and is economically entwined with the Eagle River and Vail Valleys that have developed since the ski industry came to the area in the 1960's. Minturn is a diverse community comprising a mix of year-round residents and second homeowners. About 420 year-round households enjoy a strong sense of community, working class heritage, and historic small-town character. Compared to other communities so close to a major resort, Minturn has maintained a high level of year-round residency (80% of homes were occupied by local residents at the last Census. This compares with 20% in Vail or 64% in Avon).

Minturn has strived to maintain its own identity separate from the other communities in the Eagle Valley as an authentic mountain town. Residents value the "small-town" feel of Minturn and its unique identity which is quite distinct from the surrounding resort towns. In recent years, these attributes have been threatened by rising housing costs. While Minturn has a higher-than-average median income of \$105,000, 12.3% of the population make less than \$50,000 or less than 50% AMI. Cost of living is also higher in Minturn than Colorado and the United States overall. Based on the U.S. average of 100, the cost-of-living index for Minturn is 154.7 as compared to 121.1 in Colorado. Significant portion of the population rent (49.1%) rather than own their homes (50.9%) as compared to 33.8% (rent) and 66.2% (own) in the State of Colorado. The Town has a higher-than-average housing vacancy rate, at nearly 20%, as the high number of property owners have units sitting empty. The median rent in Minturn of \$1,818 is more than 30% higher the State median income of \$1,335 with the median home value (\$732,900) is more than triple the state average of \$229,800.

US 24 serves as the transportation lifeblood for the community and is also home to Minturn's Main Street. US 24 is the only freight route through the mountains for 50 miles in either direction. US 24 also provides access to the Cripple Creek and Victor Gold Mine, an active surface mining operation that has been mining gold since 1976. The route is part of the Top of the Rockies Scenic Byway and is also the only passage to Denver if Vail Pass is closed. of the Minturn Main Street (US 24)

Bike/Ped Improvements Project will provide safe, accessible bike and pedestrian connections to key recreational areas, neighborhoods, and developable parcels. Starting at the northern end of the proposed Phase 3 improvements, the new bike and pedestrian facilities will provide safe access to the Minturn Boneyard Open Space, which is open to all for walking, picnicking, wildlife viewing, snowshoeing, and river access throughout its meadows and woodlands adjacent to the Eagle River and National Forest Lands. Heading further south down US 24, the planned improvements will provide safe bike and pedestrian access to residences, businesses, developable parcels, three Eagle County Public Schools bus stops, and one Eagle County Transit (ECO Transit) bus stop. The ECO Transit Minturn Route provides service from the Vail Transportation Center to the Forest Service Park n' Ride stop north of Minturn then down to the Maloit Park Road bus stop outside of the Vail Ski and Snowboard Academy. The Forest Service Park n' Ride offers a transfer to the Leadville Route, which provides access to Red Cliff and Leadville to the south.

The project will provide pedestrian and bike access to Maloit Park Road, where the Vail Ski and Snowboard Academy, Minturn Fitness Center, the second Eagle County Transit bus stop in the project area, and Maloit Park are located. The Vail Ski and Snowboard Academy is an Eagle County Public School that offers a challenging, college-preparatory academic environment that affords highly competitive ski and snowboard student-athletes with the ability to train and compete on a national and international scale while attending school. The 8,500 sq. ft. Minturn Fitness Center, which has state-of-the-art cardio equipment and standard and specialized strength training equipment, is open to the public during posted Open Gym Hours. The gym is surrounded by a public trail/snowshoe system and FIS certified Nordic track open to the public. Originally developed as a recreation area for employees of the Gilman Mine by the New Jersey Zinc Company in the 1930s, Maloit Park was open to the public and was often the location for rodeos, baseball games and picnics. The Eagle County School District exercised its option to purchase the land in 1985 and in 2010 the trails were created with a partnership between the Eagle County School District and Ski & Snowboard Club Vail. Students at Vail Ski & Snowboard Academy must first be members of Ski & Snowboard Club Vail, a non-profit offering an array of full-time and part-time programs from across five snowsport disciplines: alpine, freeski, mogul, Nordic, and snowboard, plus mountain biking. For the benefit of the community and Ski & Snowboard Club Vail's athletes, the Eagle County School District made the Maloit Park land available and Ski & Snowboard Club Vail invested capital to construct and maintain the trails. Now, youngsters and locals and even Olympic hopefuls enjoy the trails.

The completed Minturn Main Street (US 24) Bike/Ped Improvements project will provide connectivity to existing and planned trails, including the expansion of the Eagle Valley Trail - the paved recreation trail that extends from the top of Vail Pass to Dotsero, with a planned spur trail from Dowd Junction to Minturn. In December of 2020, Eagle County Board of Commissioners pledged \$9 million to complete three of the four remaining sections of the Eagle Valley Trail. The funds are meant to jumpstart a multi-year fundraising process led by the ECO Trails Committee, a partnership that includes county government as well as the towns of Gypsum, Eagle, Avon, Vail, Red Cliff and Minturn. The Dowd Junction to Minturn segment of the trail is scheduled for construction in 2023, with the remaining sections of the trail expected to be completed by 2025, giving trail users an uninterrupted trail experience from the top of Vail Pass to the start of Glenwood Canyon. While many people use the trail for recreation, the completed Eagle Valley Trail will also be a valuable route for commuters and people choosing alternative transportation throughout the valley. Ensuring that the Town of Minturn has safe and accessible bike and pedestrian facilities will enable Minturn residents and visitors to maximize the benefits of the connection to the new Eagle Valley Trail, creating the possibility of accessing communities throughout the Valley using active transportation.

Does your project have a website? If so, please provide a link here. Note that this is optional, and submissions lacking websites will not be penalized.

10-year plan:

https://drive.google.com/file/d/1lilOcYoxA0hK8ICECZsOP_YNmHfmOWY5/view



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www.csigj.com

JOB NAME : MINTURN TOWN CENTER
FIRE ALARM REPLACEMENT
 ATTN : _____
SENT VIA EMAIL

QUOTE # **230313**
 DATE : 03/09/23

FIRE ALARM - Turn-Key Price : **\$20,136.64**
Material Tax, Not included : \$821.69

Note : The Prices Above are based on the Attached Qualifications.

QTY	SUPP	PART NO	DESCRIPTION
1	ADI	HW-AV-LTE-M	Honeywell CLSS Pathway Dual-Path LTE Communicator with Dial Capture Interface, AT&T & Verizon
1	ADI	HW-AV-ENC	EnclosurefortheCLSS Pathway (HW-AV-LTE-M)
1	N	NFW-100X	ADDRESSABLE FIRE ALARM CONTROL PANEL, 198 ADDRESSABLE DEVICES ON ONE SLC, BLACK
1	N	PRWMOD24	TRANSFORMER, EXPANDS NFW-100X SYSTEM POWER TO 6 AMPS
9	N	FSP-951	INTELLIGENT ADDRESSABLE PHOTO DETECTOR; WITH FLASHSCAN; WHITE
3	N	FPC-951	INTELLIGENT ADDRESSABLE COMBINATION MULTI-CRITERIA PHOTOELECTRIC AND CARBON MONOXIDE (CO) DETECTOR WITH FLASHSCAN PROTOCOL. COMBINES PHOTOELECTRIC AND CO SENSORS TO DETECT FIRE / SMOKE. CO LEVEL IS ALSO MONITORED AND REPORTED SEPARATELY FOR LIFE SAFETY PURPOSES - WHITE
2	N	FDM-1	ADDRESSABLE DUAL MONITOR MODULE; WITH FLASHSCAN, TWO CLASS B CIRCUITS.
1	N	FMM-1	ADDRESSABLE MONITOR MODULE; WITH FLASHSCAN; SUPERVISES EITHER A CLASS A OR CLASS B CIRCUIT OF DRY-CONTACT INPUT DEVICES.
1	N	NBG-12LX	ADDRESSABLE NBG-12L PULL STATION; WITH FLASHSCAN.
2	N	FSP-951	INTELLIGENT ADDRESSABLE PHOTO DETECTOR; WITH FLASHSCAN AND CLIP; WHITE
3	N	FST-951	Intelligent Addressable 135 degree thermal detector with FlashScan, White

PAGE1
Timothy M Ward

Customer Acceptance: _____
79

5	N	FRM-1	ADDRESSABLE RELAY MODULE WITH FLASHSCAN; PROVIDES TWO FORM-C DRY CONTACTS THAT SWITCH TOGETHER.
1	N	FMM-1	ADDRESSABLE MONITOR MODULE; WITH FLASHSCAN; SUPERVISES EITHER A CLASS A OR CLASS B CIRCUIT OF DRY-CONTACT INPUT DEVICES.
1	N	PAM-1	ENCAPSULATED, 24VAC/24VDC/115VAC RELAY, 10 AMP, FORM C
17	N	B300-6	INTELLIGENT FLANGED MOUNTING BASE; 6" INCH; WHITE
2	N	BAT-12180	BATTERY 12V, 18AH
3	N	HWL-LF	LOW FREQUENCY SOUNDER ONLY, WHITE
1	N	P2RK	HORN/STROBE, 12/24 VOLT, RED, MULTI-CANDELA 15,15/75,30, 75,110,115 CD, OUTDOOR, INCLUDES BACKBOX
16	N	PC2WL	HORN STROBE 2W WHITE CEILING
5	N	SCWL	STROBE WHITE CEILING
1	SAE	SSU01689	SRD System Record Documents Box - Black
1	SAE	E120V-GT	E SERIES 120VAC SPD W/GAS TUBE 120VAC PARALLEL DEVICE

FIRE ALARM PERMITS

Where required, the Fire Alarm Permit and Plan Review Fees are **INCLUDED** in the above prices. CSI will submit Shop Drawings to the Fire Department, obtain and pay for the Fire Alarm Permit and provide your Company with an electronic set of Approved Drawings.

TURNKEY QUALIFICATIONS

Included : Material included in this proposal is an **estimate only**, subject to change with completed system design and AHJ approval. Shop Drawings and Data Sheets, Install Sheets come with individual devices. Assembly and Testing of FACP, Installation, Wire as needed re-use wherever possible, Testing of ALL Field Devices, Certification and One (1) Year Material Warranty. The Price Included for Drawings is based on CAD (Digital) drawings being made available to CSI at no cost.

Not Included. Tax, cutting, patching, painting and / or replacement Ceiling tiles. Fees to obtain Digital Drawings and / or costs associated with producing Digital Drawings from scratch are not included. Rough-In, Conduit, Boxes (less specialty) and AC Electrical Work is not included unless otherwise stated herein. Access to ceiling spaces beyond what may be reached from an 8 foot ladder are not included unless otherwise stated herein. Connection to HVAC and Elevator Equipment (If Applicable) is not included and shall be the responsibility of the Owner.

- This proposal is Valid for **30-DAYS** from the date above.
- No work will begin without a signed proposal, valid purchase order or formal contract and Deposit if required.
- Supply Chain Instability: We have been notified by distributors there are possibilities of material price increases as well as delays on material availability CSI cannot control, or be held responsible, for any potential price increase or schedule delays due to the global supply chain impacts, should they occur. In most cases, our suppliers don't control this either and as such they can't offer assurances to CSI on your behalf. What CSI can do to serve our clients is verifying material lead times and pricing at time of award and again at time of order. If we see an impact that may affect this project, we will notify you prior to purchasing material.

- Please allow 3-4 weeks for design. Design will begin **once all** CAD files and coordination documentation has been received.
- No material will be ordered for the project until drawings have been submitted and approved by the AHJ and the owner/ contractor has provided a written release.
- No material will be stored at CSI after material has been received and verified by CSI project manager.
- CSI may elect to hire an outside FPE/Engineer to provide coordination and shop drawing design, in doing so that FPE/ Engineer's involvement in the project is isolated to providing shop drawings and coordination for the scope of work in this proposal, specifically **not** to looking at this projects life safety totality or other life safety systems not covered in this proposal but may be required by building code or AHJ for this project.
- If a formal contract is required its terms and conditions shall not deviate from this proposal without CSI consent.

Payment Terms are NET 30 DAYS, unless otherwise noted. All invoices beyond 30-days subject to 3% per month and any collection fees that may be associated.

CSI Assumes no responsibility for compliance with Federal ADA requirements in this System design. Purchaser agrees to indemnify and hold harmless CSI, its Members, employees, Agents, and assigns from and against all claims and lawsuits brought by entities who are not parties to this Proposal.

It is understood and agreed that CSI is not an insurer and that its liability for failure of the System or Equipment shall be limited to \$250.00 as liquidated damages. This Provision shall apply to Subcontractors or assigns of CSI.



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YIMBY in Colorado? 6 big points from Gov. Jared Polis' interview on housing



By Andrew Kenney · Sep. 26, 2022, 12:45 pm

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Hart Van Denburg/CPR News
82

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Colorado matters host Ryan Warner.

Gov. Jared Polis' four years in office have coincided with continued price increases for Colorado homes and rent hikes for apartments. It's a result, in part, of a large influx of new residents and a limited supply of new housing.

Looking ahead to the second term he hopes to win, Polis wants to find ways to push cities to allow denser housing near transit lines in particular, outlining a pro-development approach that he says offers a sustainable answer to the state's housing crisis.

In a recent interview with CPR News, Polis signaled that he wants the state to take stronger action to reshape development. It's a stance that mirrors the growing momentum of the "YIMBY," or Yes In My Backyard" movement, which has led states like California to reform zoning codes and other regulations on development.

SPONSOR MESSAGE

Much of his focus in his second term would be "to really solve — rather than just pretend to solve, or throw money at, or talk around the edges of — the housing affordability crisis in the state," he said.

DONATE

[version of this article was also published on Friday](#), which also outlined the ideas presented by Republican challenger Heidi Ganahl.)

Polis says the state needs dense development near transit.

The governor said that Colorado's main housing problem is a lack of construction. And the state should respond, he said, by making it easier to build dense and sustainable projects — think apartments, condos and townhomes.

“In many ways, the lack of housing is a completely contrived problem. It's a problem of our own making. And we can unleash and remove barriers to significantly more opportunities for housing,” Polis said.

Throughout the interview, he referred to local restrictions as one of the greatest obstacles to development: “The bigger issue is hesitancy on (reforming) zoning on local authorities.”

He specifically wants to see new construction focused in cities, not far-flung exurbs.

“We need more housing density in many parts of our state. We need it along transit corridors and close to where jobs are,” he said. “What we don't need is more exurban sprawl, which would worsen our water issues for the entire state, put more traffic on the roads and decrease our air quality.”

Polis sees a greater role for state government in housing.

Most development across the U.S. is controlled by local governments — cities, towns and counties. **Polis wants the state to exert more influence over those decisions.**

“What we find more and more is the decisions of one community impact not only themselves,” Polis said. He said that because housing supply is an issue that affects whole regions, it's not a matter of local control. Local control refers to the idea that cities control what happens within their borders.

DONATE

you control the destiny of your neighbors. He repeatedly referred to the need for an “inter-jurisdictional” strategy.

But it’s not clear just how far Polis wants to go.

In some states, most notably California, lawmakers have taken significant steps to expand their power to regulate development, generally with an eye to encouraging density. For example, [a law created last year](#) changed zoning rules across California, allowing up to four housing units on one single-family zoned property.

Polis hasn’t outlined any mandates like that. Instead, he’s started with financial incentives. Laws this year offer federal housing funds to cities that embrace density near transit.

He described the incentives as an “initial piece” to ensure “that it wasn't just money shoved into a failing system that fails to deliver housing close to where jobs are, but it (instead) was aligned with incentives for local government to do the right things with regard to an inter-jurisdictional approach to housing,” he continued.

Requiring cities to accept new types of development would be a harder sell, though. Earlier this year, an attempt to ban local governments from enacting new growth caps [failed at the legislature despite some bipartisan support](#).

Asked if he would support mandates on housing development, Polis reiterated that the state should “be at the table” with local governments when it comes to development.

Subsidized affordable housing is a secondary focus for Polis.

Colorado is preparing to spend hundreds of millions of dollars of federal money on its subsidized affordable housing program. Polis said that program is important, since it provides housing at prices below the market rate.

DONATE

— since subsidized housing usually takes the form of rental units. Polis is more interested in building homes that people can buy.

“We’d really like to build the (subsidized) affordable housing program. It’s helpful to provide a place to live. But it should never hold us back from the kind of reforms we need to build more housing that’s affordable ... for people to be able to purchase and own and benefit from the appreciation,” he said.

How are people reacting?

For the YIMBY crowd, Polis’ latest comments are an encouraging sign.

“I think he very clearly said, ‘We’ve been investing a lot, we’ve been believing in our local governments that they’ve been embracing these changes ... but we have to move faster,’” said Peter LiFari, executive director of Maiker Housing Partners, the housing authority for Adams County.

“We have to make judicious and transparent decisions, and we have to stick to them, and we can’t continue to constrain the production of housing based of fear instead of logic,” LiFari said.

But the supply-side, or YIMBY, argument is also divisive, even in liberal cities like Denver. Building more housing may lead to lower prices in the long run, but development can also change the face of neighborhoods through gentrification, as shops and smaller homes are replaced with new development that aims at a wealthier, often whiter, population. The effects can be especially painful for renters who find themselves priced out of their homes as new residents move in.

“It’s this trickle-down economic theory of housing,” said Nola Miguel, director of the Globeville, Elyria-Swansea Coalition Organizing for Health and Housing Justice, a nonprofit representing neighborhoods in Denver that have historically been ignored or steamrolled by the city.

She supports the idea of reducing regulations on nonprofit and affordable housing developers, but is skeptical of any approach that centers on for-profit development.

DONATE

development, supporting the folks that are mission-driven to not gain profit but to build housing that works for people?”

The idea of state intervention is also sure to upset some local leaders. Kevin Bommer, executive director of the Colorado Municipal League, said the state should support cities, not overrule them.

“If the (legislature) and the governor wanted to be most helpful, they would trust those that know their community, and free up some funding to get things built,” he said.

What is Heidi Ganahl's plan?

Like Polis, Ganahl wants government to get out of the way of development. She said she's interested in seeing more dense, European-style housing.

She told CPR News she would start conversations with experts and local leaders about how to achieve that, but she said she would still leave much of the decision-making in the hands of cities and towns.

“We also have to honor this idea that it's really up to the local municipalities to manage their growth, but I can partner with them as a governor, and incentivize them,” she said.

She didn't outline any specific incentives the state should offer, and she rejected Polis' use of federal dollars to shape local policy.

“You know me, I'm more about letting the free markets do their thing and using other kinds of incentives. We've got a lot of problems we've gotta solve in Colorado that we need our government funds for, so I think there's other ways to do it,” she said.

Ganahl said she would look to cut other regulations that make it more expensive to build new housing, though she didn't specify what changes she would make. She also pointed to ideas like building out rural broadband to help revive development in smaller towns and cities, which may be more affordable.

You care.

From: [Public Works](#)
To: [Michelle Metteer](#)
Subject: Eagle street
Date: Friday, March 10, 2023 9:00:20 AM











Sent from my iPhone



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

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

MEMORANDUM

TO: Michelle Metteer, Town Manager
Mayor and Town Council
FROM: Jay Brunvand, Treasurer/Clerk
CC:
DATE: March 15, 2023
RE: Discussion regarding Council Appointment

Summary:

Section 4.6 of the Town Charter requires “the remaining Council Members shall choose by majority vote, within thirty (30) days after such a vacancy occurs, a duly qualified person to fill the unexpired term so vacant.”

Background:

On February 13, 2023 the Town received a resignation from Council Member George Brodin effective immediately. Staff has proceeded in the advertisement opening and solicitation of applicants.

- 1) The position and qualifications were posted in the Public Posting boxes as of February 17, 2023; see attached.
- 2) This same posting was added to the Town Website also on February 17, 2023.
- 3) An advertisement was placed in the Vail Daily for the position. This ad will run six times between Saturday Feb 18, and Tuesday March 7. The ad refers interested citizens to the website or the Town Clerk for further information.
- 4) The notice was email blasted several times too.
- 5) The deadline for Letters of Interest are due in the Clerk’s Office by end of business on March 8.
- 6) Council would then appoint based on the received Letters of Interest on March 15.
- 7) The appointment would be effective through the April 2024 election and, upon candidacy, could be included in the April election.

At tonight’s Council Meeting you will consider appointment of the Council Seat. Currently the Council stands at six members in order to appoint a candidate to the vacant seat you will need four votes minimum.

Note: Following is a recommended sequence of events for the Mayor to follow in order to appoint the vacant Council seat.

- 1) Business Items
 - a. Discuss and Interview applicants

- i. The Mayor will announce the Letters of Interest received.
- ii. Qualified Letters of Interest:
 1. Brian Rodine: 223 Boulder St
 2. Tom Priest: 120 E Lions Lane
 3. Eric Gotthelf: 541 Main St
- iii. Each nominee will be allowed time to speak from the podium.
 1. They will each have a few minutes to introduce themselves and express their desire and qualifications.
 2. The Council will have time to ask interview questions.
- iv. Once all nominees have been interviewed, Council will use prepared ballots to vote for the seat.
 1. The ballots are not secret, will have your name on them for future reference, and will be numbered in the event multiple ballot votes are necessary.
 2. Ballots will be passed to the Town Clerk who will tally the votes and announce the results.
 - a. The candidate with the highest vote will be awarded the position.
 - b. In the event the first round of voting does not produce a single winning applicant, those applicants in the tie vote will stand for a revote.
 - c. Note: Mr. Tom Priest has applied for both the Council and the Planning Commission. In the event he is appointed to the Council he will be ineligible for the Planning Commission appointment.
 3. The Mayor will announce the voting results after each round and announce the winning applicant as determined.
- b. Resolution 11 – Series 2023
 - i. Based on the winning individual a single nominee or the final vote where one applicant receives a majority of votes, the Mayor will call for a motion to appoint the applicant and their name will be added to the Resolution provided.
- c. Swearing in of appointed applicant
 - i. Once the Resolution is approved, the Mayor will swear in the newly appointed Council Member with the following:

Nominee will raise their right hand.

I, _____, do solemnly swear that I will support the Constitution and laws of the United States, the Constitution and laws of the State of Colorado, and the Ordinances of the Town of Minturn, and that I will faithfully perform all the duties of the office of Minturn Town Council Member, upon which I am about to enter.

- 2) The newly seated Council Member will assume direction of the meeting.
 - a. The Mayor will nominate a currently sitting Council Member to serve as Mayor Pro Tem and make a motion to appoint.

Process to fill the Planning Commission Seat:

- 1) Discuss and Interview of candidates to fill the Planning Commission Seats.

- a. Letters of Interest have been solicited from the public and each candidate has been vetted to ensure they are eligible to hold the seat of Planning Commissioner.
 - b. The Mayor will announce the candidates:
 - i. Ms. Lynn Teach - 253 Pine St. (seeking re-appointment)
 - ii. Mr. Tom Priest - 120 E Lions Ln. (seeking re-appointment)
 - iii. Ms. Amanda Mire - 414 Eagle St.
 - iv. Mr. Elliot Hovey - 653 Boulder St. (seeking re-appointment) Each applicant, one at a time, will speak from the podium.
- 2) They will each have a few minutes to introduce themselves and express their desire and qualifications.
- a. The Council will have time to ask interview questions.
 - b. Once all candidates have been interviewed, Council will use ballots to vote for the seat.
 - c. The ballots are not secret, will have your name on them for future reference, and will be numbered in the event multiple ballot votes are necessary.
 - d. Ballots will be passed to the Mayor (or Town Clerk) who will tally the votes and announce the results.
 - i. The three candidate with the highest vote will be awarded the positions.
 - ii. In the event the first round of voting does not produce a victor or produces a tie resulting in more than three individuals, the Council will revote.
 - iii. In the event two candidates receive two or three votes during a round, the next round will include only those round winners.
 - iv. This process will continue until three candidates are produced.
 - e. Resolution 12 – Series 2023
 - i. Based on the final vote where three applicant receive a majority vote, the Mayor will call for a motion to appoint the applicants and their name will be added to the Resolution provided.
 - f. Swearing in of appointed applicant
 - i. Once the Resolution is approved, the Mayor will swear in the newly appointed applicants with the following:
 - 1. Applicants will be sworn in by raising their right hand.
 - 2. The Mayor will read:

I, _____, do solemnly swear that I will support the Constitution and laws of the United States, the Constitution and laws of the State of Colorado, and the Ordinances of the Town of Minturn, and that I will faithfully perform all the duties of the office of Minturn Planning Commission Member, upon which I am about to enter.
- 3) The newly appointed Planning Commissioners will assume their seat at the Council Table.

Hello Minturn Town Council Members and Town Staff,

I'd like to raise my hand and request to be considered for the vacant position. For the members and employees who I don't know, my wife Liana and daughter Jasper have been homeowners and residents of 223 Boulder St since 2020, and residents of the area since 2010. I've run for community positions several times over the course of my time here and am an active volunteer and board member since 2016 at a local nonprofit, the Vail Valley Mountain Trails Alliance. My work background includes participation in committees and groups across the valley including local marketing districts, waste and energy management and environmental sustainability and compliance, and event planning. I currently work for a 501c3 nonprofit full-time out of my home, raising money and executing programs in support of avalanche safety in Colorado. I have a broad range of connections in the area from work, volunteering, sports, schools, and community organizing. I'm a skier, summer trail user, and avid reader.

We are committed to Minturn as a family, knowing we are lucky to be raising our kids here, supporting local businesses, and getting to know more and more of our neighbors. This includes a moral obligation to get involved and participate in local government. I see a town at a crossroads with important actions and decisions coming up regarding the character and feel of the community. The directions chosen will impact the community in both the short and long term. In my view, a local government should look to benefit the residents and tax generating local businesses through action that creates a sustainable financial environment to provide the services and infrastructure needed. It's for these reasons that I'm volunteering my time and efforts for the council vacancy.

Thank you for your consideration and please don't hesitate to reach out individually or just stop to chat (knock anytime!) next time you find yourself walking by.

Brian Rodine

223 Boulder St | PO Box 1601

BRodine@gmail.com

Jay Brunvand

From: Frances x Tom Priest <tandfpriest@hotmail.com>
Sent: Tuesday, February 21, 2023 7:04 PM
To: Jay Brunvand
Subject: Tom Priest Town Council Letter of Intent

Jay,

I would like submit my name for consideration for the open Town Council member seat.

Years in Minturn- 5
Mailing address - PO Box 993
Minturn, CO 81645
Physical Addr: 120 E Lions Ln, Minturn, CO 81645

Profession: Pilot

Current community service:P&Z commissioner/MTH HOA VP

Serving on the Minturn P&Z commission has provided a tremendous insight into the critical needs of Minturn. The finalization of the new Community plan has provided a road map for our town that will allow us to sustain the environment of this town while addressing many of the short falls that will have long lasting negative impacts if not addressed. I would like to have the opportunity to have a broader impact on the decisions and future of Minturn.

Thanks much,
Tom

Sent from my iPhone

Eric Gotthelf

Vail, Colorado, United States



egotthelf@gmail.com



970-376-3574



linkedin.com/in/egotthelf

Summary

Cancer Survivor!! Currently working with Stratus Information Systems to provide Cisco Cloud Security products to growing businesses in all verticals. Previously lead the Rhino Networks sales team and boasts a demonstrated history of working in the information technology and services industry. Eric was responsible for providing and executing thought leadership and innovation focused on strengthening and improving company wide sales outcomes. Strong sales professional with a Bachelor of Science (BSc) focused in Finance and Marketing from Santa Clara University. Also involved in local community and the Town of Minturn as a Town Council member.

Experience



Regional Sales Director

Stratus Information Systems

Aug 2022 - Present (7 months)



Vice President of Sales

Rhino Networks

Nov 2019 - Jul 2022 (2 years 9 months)



Council Member

Town of Minturn

Mar 2019 - Apr 2022 (3 years 2 months)



Director Of Sales And Business Development

Rhino Networks

Jul 2018 - Nov 2019 (1 year 5 months)



Regional Sales Manager

Rhino Networks

Nov 2015 - Jul 2018 (2 years 9 months)



Senior Account Manager

Cisco Meraki

Jun 2014 - Nov 2015 (1 year 6 months)



Account Development Representative

Cisco Meraki

May 2013 - Jun 2014 (1 year 2 months)



Broker Associate

Slifer Smith & Frampton Real Estate

Aug 2009 - Mar 2013 (3 years 8 months)



Information Technology - Resident Communications Consultant (RCC)

Santa Clara University

Oct 2006 - Jun 2008 (1 year 9 months)



Guest Services

Vail Resorts

Dec 2006 - Mar 2008 (1 year 4 months)



Internship

Arapaho Asset Management LLC

Jul 2006 - Sep 2006 (3 months)

Education



Santa Clara University

Bachelor of Science (BSc), Finance, Marketing

2004 - 2008

Licenses & Certifications



Certified Negotiation Expert (CNE) - Real Estate Negotiation Institute



CMNA - Cisco Meraki



Wilderness First Aid - University of Colorado

Skills

Sales • Leadership • Account Management • Channel Partner Development • New Business Development • Cloud Managed Networks • Lead Generation • Enterprise Networking • Wireless Networking • Mobile Device Management

Jay Brunvand

From: Eric Gotthelf <egotthelf@gmail.com>
Sent: Wednesday, February 22, 2023 10:23 AM
To: Jay Brunvand
Subject: Letter of Interest for The Town of Minturn Town Council
Attachments: Resume-Eric-Gotthelf.pdf

Hello Jay,

Please accept this letter of interest for the vacant position on the Town of Minturn Town Council. I have attached my current resume and am looking forward to the possibility of re-joining Town Council and continuing the work of serving this wonderful community. I am very proud of everything Council was able to accomplish while I was an appointed and then elected member and I appreciate the opportunity to help and serve Minturn in any way I can.

Thank you so much and best regards,
Eric

--

Eric Gotthelf
egotthelf@gmail.com - 970.376.3574



To: Mayor and Council
From: Madison Harris
Date: March 15, 2023
Agenda Item: Resolution 12 – Series 2023

REQUEST:

Council is asked to approve Resolution 12 – Series 2023 a Resolution appointing Planning Commission Members to the Minturn Planning Commission.

INTRODUCTION:

Minturn Planning Commission is a five member/plus on alternate commission appointed for two year overlapping terms. Members are appointed by the Town Council for two-year terms that run April through March. Similar to Council there are no term limits, only that public review and appointment take place.

Staff has advertised the commission openings and received four applications all of whom are qualified to serve. Council is asked to appoint THREE of the four applicants. In order to be qualified an applicant must be a resident of Minturn for more than 12 months and eligible to be registered to vote.

Applicants (in order of Receipt):

- Ms. Lynn Teach - 253 Pine St. (seeking re-appointment)
- Mr. Tom Priest - 120 E Lions Ln. (seeking re-appointment)
- Ms. Amanda Mire - 414 Eagle St.
- Mr. Elliot Hovey - 653 Boulder St. (seeking re-appointment)

Members not up for appointment:

- Mr. Jeff Armistead - 1632 Main St. (appointment runs through 3/31/24)
- Mr. Michael Boyd - 504 Eagle St. (appointment runs through 3/31/24)
- Ms. Sage Pierson - 156 Lions Ln. (appointment runs through 3/31/24)

Applicants will have time to discuss their positions on Minturn matters and to answer questions from Council. Ballots will be provided to Council with the four applicant names. The three applicants that receive the highest votes will be placed on the Resolution for approval.

ANALYSIS:

N/A

COMMUNITY INPUT:

Candidates were solicited through public notice and advertisements in the Vail Daily.

BUDGET / STAFF IMPACT:

Each member is paid \$75 per Planning Commission meeting attended. This participation is an annually budgeted expense.

STRATEGIC PLAN ALIGNMENT:

In accordance with Strategy #1 to practice fair, transparent, and communicative local government and in accordance with Strategy #4 to advance decisions, projects, and initiatives that expand future opportunity and viability for Minturn.

RECOMMENDED ACTION OR PROPOSED MOTION:

“Motion to approve Resolution No. 12 – Series 2023 appointing _____,
_____, and _____ to serve on the Minturn Planning Commission through
March 31, 2025.

ATTACHMENTS:

- Resolution 12 – Series 2023
- Letters of Interest as submitted

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 12 – SERIES 2023**

**A RESOLUTION APPOINTING TOWN PLANNING
COMMISSIONERS**

WHEREAS, The Minturn Planning Commission Members are appointed by the Town Council pursuant to Minturn Municipal Code Section 16.21.40(b); and

WHEREAS, pursuant to Minturn Municipal Code Section 16.21.40(b), the planning commission is required to be appointed to overlapping terms; and

WHEREAS, the Town Council recognizes and appreciates the service and commitment of the planning commission members.

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

NAME	TERM
_____	March 31, 2025 – 2yr
_____	March 31, 2025 – 2yr
_____	March 31, 2025 – 2yr

INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this 15th day of March, 2023.

TOWN OF MINTURN

By: _____
Earle Bidez, Mayor

ATTEST:

Jay Brunvand, Town Clerk

TOWN OF MINTURN
Planning Commission Application

Thank you for expressing an interest to serve on the Town of Minturn's Planning Commission.

The Commission meetings twice monthly on the second and fourth Wednesday, at 6:30pm, in the Minturn Town Center Council Chambers (302 Pine Street, Minturn, CO) or virtually via Zoom.

Applicants must be residents of Minturn for a minimum of one (1) year, and eligible to register to vote in Minturn. To be ensured of appropriate consideration, please complete the following information. You may also include a letter of interest, or use additional pages / attachments as needed. Applicants may be required to appear before Town Council for an interview.

Name: LYNN TEACH

Phone: (H) 970 827 4133 (W) 970 827 5508 (Cell) 970-491-3387

Email: N/A

Mailing Address: PO 654 MINTURN CO 81645

Physical Address: 253 PINE ST, MINTURN CO 81645

1. How long have you lived in Minturn? 40 YRS.

2. What is your occupation and/or background? PLEASE SEE ATTACHED

3. Are you currently serving on other community groups, boards, or commissions? If yes, please provide the name(s) of the organization(s), and length of time served.
PLEASE SEE ATTACHED

4. What are some of the reasons you wish to serve on the Minturn Planning Commission?
PLEASE SEE ATTACHED

5. What is your "long range" vision for the Town of Minturn?

PLEASE SEE ATTACHED

6. What are the most important issues currently facing the Town of Minturn?

PLEASE SEE ATTACHED

7. Please add any other additional comments that you would like to share.

PLEASE SEE ATTACHED



Please mail, email, or deliver in person, all applications to:

Town of Minturn
Attention Madison Harris
PO Box 309
302 Pine St
Minturn, CO 81645

Phone: 970.827.5645 Ext. 2
Email: planner1@minturn.org

Thank you for your interest in the Town of Minturn Planning Commission.

ANSWER TO QUESTION # 2-7

2. BUSINESS OWNER - GEMINI GARDENS INC
RETAIL STORE - 13 1/2 YRS. - CURRENT
PAST - GEMINI GARDENS INC. - 38 YRS.
FLORAL, LANDSCAPE, INTERIOR PLANT
MAINTENANCE
CHRISTMAS DECORATING
FRESH FLOWER DESIGN & SPECIAL
EVENTS - REAL ESTATE OWNER - 40 YRS.

3 NOW: CHAIRWOMAN OF PLANNING & ZONING (8 or 9 YRS)
PLANNING & ZONING COMMI (16-18 YRS)
MINTURN MARKETING VISION COMMITTEE
DOWNTOWN DOERS GROUP
PAST: EDAC - ECONOMIC GROUP
EMPLOYEE HOUSING GROUP
2 - MASTER PLAN
1 - COMMUNITY PLAN
CHAPTER 16 CHARITTE
I REMAINED WITH THESE GROUPS
THROUGHOUT THEIR PROJECTS
AND ATTEND THE HISTORIC PRESERVATION
MEETINGS TO LEARN MORE ABOUT
IT'S PROCESS

#4

I ENJOY IT AND WOULD LIKE TO CONTINUE TO WORK ON THOSE ITEMS WE HAVE NOT FINISHED:

CHAPTER 6

DESIGN REVIEW

BATTLE MTN. DEVELOPMENT

BOLTS LAKE RESERVOIR

MINUTEN NORTH

DOWD JUNCTION

BELDEN PLACE

MIDTOWN VILLAGE

BONEYARD

EAGLE COUNTY SCHOOL DISTRICT - MALOIT PARK

LITTLE BEACH PARK AREA

I AM PROUD TO BE A PART OF THIS COMMUNITY AND WOULD LIKE TO CONTINUE HELPING TO KEEP IT GREAT.

#5

TO MAINTAIN THE BEAUTY OF THIS TOWN WHILE ~~AND~~ ENCOURAGING SMART GROWTH TO HELP FINANCIALLY SUPPORT OUR AGING INFRASTRUCTURE. I.E. - WATER, SEWER, SIDEWALKS, LIGHTING ROADS
KEEPING A LOCALS COMMUNITY

#5

Growth will be NECESSARY but hopefully we can do it without losing what we AND all our visitors, who help support us HAVE ALWAYS loved about it.

#6

WATER, Wildfire Mitigation
Increased Traffic, Protecting our
Wildlife, Electric Lines, Railroad
Maintaining our unique historical
position in the county, Improving
infrastructure, Keeping the
community a home for locals

#7

WE ARE VERY lucky to live IN
A GREAT town. The people in our
community cherish what we HAVE.
I have had a retail store here for 14 yrs.
Since Covid 19. So WE ARE
SEEING MORE VISITORS FROM OTHER
COLORADO towns. They come here
BECAUSE they feel we ARE ONE
of the few towns that still HAS
A COZY, quaint, CHARMING, authentic
CHARACTER. THEIR WORDS NOT
MINE.

#7

This creates a challenge for us. How do we hang on to what we have, while creating smart growth to help financially support us.

I would like to remain a part of this challenge.

Thank you for your consideration
Lynn

TOWN OF MINTURN

Planning Commission Application

Thank you for expressing an interest to serve on the Town of Minturn's Planning Commission.

The Commission meetings twice monthly on the second and fourth Wednesday, at 6:30pm, in the Minturn Town Center Council Chambers (302 Pine Street, Minturn, CO) or virtually via Zoom.

Applicants must be residents of Minturn for a minimum of one (1) year, and eligible to register to vote in Minturn. To be ensured of appropriate consideration, please complete the following information. You may also include a letter of interest, or use additional pages / attachments as needed. Applicants may be required to appear before Town Council for an interview.

Name: Tom Priest

Phone: (H) _____ (W) _____ (Cell) 850 525 5026

Email: mouse369@protonmail.com

Mailing Address: Po Box 993 Minturn, CO 81645

Physical Address: 120 ELIENS LN, Minturn CO

1. How long have you lived in Minturn? 5 yrs

2. What is your occupation and/or background? Pilot

3. Are you currently serving on other community groups, boards, or commissions? if yes, please provide the name(s) of the organization(s), and length of time served.

P+Z COMMISSIONER - 2yrs MTH HOA VP - 2yrs

4. What are some of the reasons you wish to serve on the Minturn Planning Commission? To continue to serve on P+Z and other in the implementation of the revised community Plan and all the associated actions required to accomplish and sustain the plan.

5. What is your "long range" vision for the Town of Minturn?

As noted, to successfully implement the revised community plan. Ensure it is done in a sustainable way that supports the continued "small town" environment of Minturn.

6. What are the most important issues currently facing the Town of Minturn?

1. Water
2. Post water resolution = sustainable growth
3. Revitalization of 100 Block
4. Traffic
5. TAX Base

7. Please add any other additional comments that you would like to share.

I would be honored to continue serving on P+Z. The last two years have brought forward a myriad of formative actions - community plan, rewrite of CH 16 - Now it is time to put them into action

.....

Please mail, email, or deliver in person, all applications to:

Town of Minturn
Attention Madison Harris
PO Box 309
302 Pine St
Minturn, CO 81645

Phone: 970.827.5645 Ext. 2

Email:

Thank you for your interest in the Town of Minturn Planning Commission.

TOWN OF MINTURN

Planning Commission Application

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Applicants must be residents of Minturn for a minimum of one (1) year, and eligible to register to vote in Minturn. To be ensured of appropriate consideration, please complete the following information. You may also include a letter of interest, or use additional pages / attachments as needed. Applicants may be required to appear before Town Council for an interview.

Name: Amanda Mire

Phone: (H) (303)818-5908 (W) _____ (Cell) (303)818-5908

Email: amanda1975mire@gmail.com

Mailing Address: PO Box 447, Minturn CO 81645

Physical Address: 414 Eagle St., Minturn CO 81645

1. How long have you lived in Minturn? Owned 6 yrs, Rent 1yr
2. What is your occupation and/or background? IT, Risk/Compliance/Governance/Audit
3. Are you currently serving on other community groups, boards, or commissions? If yes, please provide the name(s) of the organization(s), and length of time served.
Eagle County School District, Gifted & Talented Accountability Board - 2 yrs
4. What are some of the reasons you wish to serve on the Minturn Planning Commission? I have been involved in a number of side areas, including HCE, Historic District, and review of updated zoning. All these projects have made me realize the importance of a strong P&C to move forward the vision of the Minturn community as designed by the Minturn community. Plus this is the town I'm raising my son in.

5. What is your “long range” vision for the Town of Minturn?
Minturn is a community. My long range vision is that Minturn remains a 'locals' neighborhood and reflects the value of those locals. I feel like the work of the Town over the last few years is a roadmap to be followed in order to preserve Minturn but and its values.

6. What are the most important issues currently facing the Town of Minturn?
Actualization of the vision the Minturn community designed. Forging partnerships with developers, small and large, that root themselves in that vision through actions not just words. Creating a thriving commercial area that brings guests wanting to experience the eclectic, warm community we call Minturn. Protecting all town resources for future generations.

7. Please add any other additional comments that you would like to share.
My experience in risk and compliance is unique. I am responsible for interrupting laws and regulations, and then analyzing their intent against technical implementations.

.....

Please mail, email, or deliver in person, all applications to:

Town of Minturn
 Attention Madison Harris
 PO Box 309
 302 Pine St
 Minturn, CO 81645

Phone: 970.827.5645 Ext. 2
 Email: planner1@minturn.org

Thank you for your interest in the Town of Minturn Planning Commission.

TOWN OF MINTURN
Planning Commission Application

Thank you for expressing an interest to serve on the Town of Minturn's Planning Commission. The Commission meetings twice monthly on the second and fourth Wednesday, at 6:30pm, in the Minturn Town Center Council Chambers (302 Pine Street, Minturn, CO) or virtually via Zoom.

Applicants must be residents of Minturn for a minimum of one (1) year, and eligible to register to vote in Minturn. To be ensured of appropriate consideration, please complete the following information. You may also include a letter of interest, or use additional pages / attachments as needed. Applicants may be required to appear before Town Council for an interview.

Name: [Elliot Hovey](#)

Phone: (Cell) [978.376.6535](#)

Email: elliott.hovey@gmail.com

Mailing Address: [301 Boulder Street, #1174 Minturn, CO 81645](#)

Physical Address: [653 Boulder Street, Minturn](#)

1. How long have you lived in Minturn? [6 years](#)

2. What is your occupation and/or background? [Construction & Carpentry, Ski Instruction](#)

3. Are you currently serving on other community groups, boards, or commissions? If yes, please provide the name(s) of the organization(s), and length of time served.

[I currently serve as a member of the Minturn Planning & Zoning Commission. I am completing my first 2 year term.](#)

4. What are some of the reasons you wish to serve on the Minturn Planning Commission? [As the sun sets on my first term as a commissioner - I have reflected upon my role over the past two years. I started my term perpetually drinking from the firehose. That said, there are seldom better ways to learn anything than by doing. Not a meeting goes by that I don't learn something new. What I have found as most important and what entices me to return, is the value I can play to engage people of the community to join the conversation. Everyone has a voice and a perspective on the landscape of our town. As we move forward with our Community Plan and start spending the next year\(+\) updating Chapter 16 and Chapter 17 - we need to empower the Minturn community to join in on the conversation. It's in the commission's \(and council's\) hands to engage and welcome the voices of our neighbors.](#)

5. What is your "long range" vision for the Town of Minturn?

[My long range vision for Minturn is a community that attracts, welcomes, and nurtures a collaborative environment of permanent residents. In my first application, I mentioned that I saw a significant trend in this direction already. That said, over the past two years, with real estate](#)

prices soaring beyond affordability, I fear that this vision could be harder to obtain. As a participant on P&Z, I want to assist our staff and empower the people of Minturn to shape and develop a community plan that progresses forward but also keeps Minturn, *Minturn*.

6. What are the most important issues currently facing the Town of Minturn?

In my first application, the issues I saw in Minturn were (and still are) sustainable growth, water resources, and preservation (environmental, historic, cultural). That said, I would also like to add the importance of affordability & community empowerment. Full time residents are getting priced out of town and many of these folks don't realize the power of their voices. Having been on the commission, I realized that none of these issues can be resolved without organization & direction. The revisions to chapter 16 & 17 as well as the new Community Plan (with community involvement) will allow Minturn to pave a highway toward prosperity. The more the town people speak, the better.

7. Please add any other additional comments that you would like to share.

It's been a pleasure to serve our community. Thank you again for the opportunity!

Please mail, email, or deliver in person, all applications to:

Town of Minturn
Attention Madison Harris
PO Box 309
302 Pine St
Minturn, CO 81645

Phone: 970.827.5645 Ext. 2

Email: planner1@minturn.org

Thank you for your interest in the Town of Minturn Planning Commission.



To: Mayor and Town Council
From: Cindy Krieg, Economic Development
Date: March 10, 2023
Agenda Item: Downtown Minturn – DDA Consideration

REQUEST: Minturn staff and consultants request that the business community provide feedback to Town Council regarding the consideration of a Downtown Development Authority (DDA). Town Council specifically needs to know if the business community is in support of moving on to next steps.

INTRODUCTION: The Town of Minturn has been working with Downtown Colorado, Inc. since early 2022. The Town completed the DCI Challenge Studio in 2022, and through the process developed a series of recommendations for establishing a sustainable organization and funding model for Downtown. In October, 2022, the Town Council indicated support for further studying the recommended solution, creation of a Downtown Development Authority, but requested that the business community take the lead on the project.

DCI has significant experience with the Minturn community and the Downtown organizing process. They proposed a business engagement and communications plan to reach the local businesses, provide opportunities for education, and ensure a clear and concise request to the Minturn Town Council.

Several meetings (both virtual and in-person) were held with the business community to educate business owners about this process and possible outcomes, and of course to get feedback. The idea of a DDA was well received at these meetings, but Town Council needs to hear directly from the business community regarding their support (or not) of whether to further pursue this idea.

COMMUNITY INPUT: Required input from the business community

BUDGET / STAFF IMPACT: The next step would be an economic analysis study, which is an estimated cost of \$5000. This study would help determine the potential revenue from a Minturn DDA over a 30 year period, and would also help determine the most financially beneficial geographical boundaries for the district.

STRATEGIC PLAN ALIGNMENT:

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

RECOMMENDED ACTION OR PROPOSED MOTION: The next step would be an economic analysis study. This study would help determine the potential revenue from a Minturn DDA over a 30 year period, and would also help determine the most financially beneficial geographical boundaries for said DDA. If the business community is in support of this, staff recommends that Town Council pursue this next step.

Upon completion of this study, the Town can make a more informed decision as to whether to further pursue the creation of a DDA, which would eventually require an election within the proposed district area. A DDA would also require a downtown development plan and the creation of a board of directors.

ATTACHMENTS: DDA informational flyers



WHY INVEST IN DOWNTOWN?

What is a Colorado Downtown Development Authority?

Downtown Development Authorities (DDAs) are quasi-public agencies that can provide both organizational focus and financing to support downtown improvements. DDAs facilitate partnerships, joining businesses and property owners with local government. In addition, DDAs create a self-sustaining organization to champion downtown for the long term.

A DDA is managed by a Board of Directors made up of residents, property owners and business lessees within the DDA boundaries.

How Does It Work?

In Colorado, DDAs are created and empowered through State statute. Typical reasons for the creation of a DDA in Colorado include improvement of public facilities, streets, sidewalks curbs and gutters, lighting, and landscape and general beautification as well as mitigation of blight. Colorado law provides for the creation of a downtown development authority to halt or prevent deterioration of property values or structures in central business districts, or to halt or prevent the growth of blighted areas within these business districts. The DDA also is granted the power to develop or redevelop these areas.

How Is a DDA Funded?

There are several funding options for a DDA. Tax Increment Financing (TIF) is a unique tool, allowed by state law, for communities to capture a portion of property tax from a designated area so that the money can be reinvested in that area. A TIF does NOT raise the tax rate.

18

Did you know there are 18 different Downtown Development Authorities (DDAs) across Colorado?



1,335

The community population of the smallest DDA in Colorado, Crested Butte.



The percentage of DDAs in Colorado outside of the Denver Metro Area¹⁷

Why create a DDA in Downtown Minturn?

Benefits of a Downtown Development Authority (DDA)

For Property Owners

- Increased occupancy rates
- Rent stabilization or increase
- Increased property values
- Increases stability
- Reduced vandalism / crime
- Communication medium with other property owners
- Improved image
- New uses on upper floors

For Business Owners

- Increased sales
- Improved image
- Increased value of business
- Coordinated efforts between local businesses and franchises
- Quality of business life
- Educational opportunities (seminars, workshops)
- Increased traffic
- District marketing strategies (promotion and advertising)
- Better business mix
- New market groups downtown
- Have needs / issues addressed

For Local Residents

- Community pride
- Enhanced marketplace (better shopping and the benefits of shopping locally)
- Placemaking
- Arts & Cultural Programming
- Opportunities to keep kids in town
- Better communication
- Political advocate
- Home values increase
- Infrastructure, i.e. parking solutions

For Service Businesses

- Image / building improvements
- New / renewed / repeated exposure
- Increased variety of services
- Healthier economy generates new / more business
- Increased competition means more aggressive business styles
- Tapping leakage
- Increased population, new customers
- Improved image creates new market

**LEARN MORE FEBRUARY 2ND
SIGN UP USING THE QR CODE**



WHAT IS A COLORADO DOWNTOWN DEVELOPMENT AUTHORITY (DDA)?

Downtown Development Authorities (DDAs) are quasi-public agencies that can provide both organizational focus and financing to support downtown improvements. DDAs facilitate partnerships, joining businesses and property owners with local government. In addition, DDAs create a self-sustaining organization to champion downtown for the long-term.

A DDA is authorized by the city or town council and managed by a board of directors appointed by the municipality. It is funded primarily through Tax Increment Financing (TIF) funds generated by the anticipated increase in sales and property taxes in the district. TIF funds are then reinvested into downtown. If approved by the town and the voters within the district, the DDA can also impose up to 5 mills for DDA operations.

DDAs have some distinct advantages including:

- DDAs do not have the power of eminent domain
- Bonding ability
- A potential mill levy for operations
- Residents, business owners, property owners and renters in the proposed DDA area have the opportunity to vote on the creation of the DDA

DDAs are formed in the following way:

- A downtown development plan is created to provide a road map for improvements and investment.
- Once it is determined that a DDA is the appropriate tool for financing improvements, an ordinance is drafted, which includes information on the powers of the proposed DDA, the financing methods (i.e. will tax increment go into the DDA or will it be shared with other sources, will there be an operational mill levy, etc.), the election date (typically the general November election) as well as the method of election (i.e. vote at a polling place or via mail ballot).
- The draft ordinance is submitted to the municipality staff for review and revisions, then submitted for city or town council consideration.
- The municipality gives public notice of a hearing to discuss the proposed DDA, holds the hearing and adopts the ordinance.
- The election is held. Voters include residents, landowners, lessees, and any person designated by a corporate entity to vote on behalf of the entity within the boundaries of the proposed DDA. A majority of electors must vote in favor of the DDA.

Once a DDA is formed, it is governed by a 5- to 11-member board appointed by the city or town council. A majority of the directors must reside or own property in the DDA.

DDAs have been established in Downtown Brighton, Colorado Springs, Crested Butte, Denver, Fort Collins, Glenwood Springs, Grand Junction, Greeley, Longmont, Nederland, Rifle, Thornton, and Woodland Park.

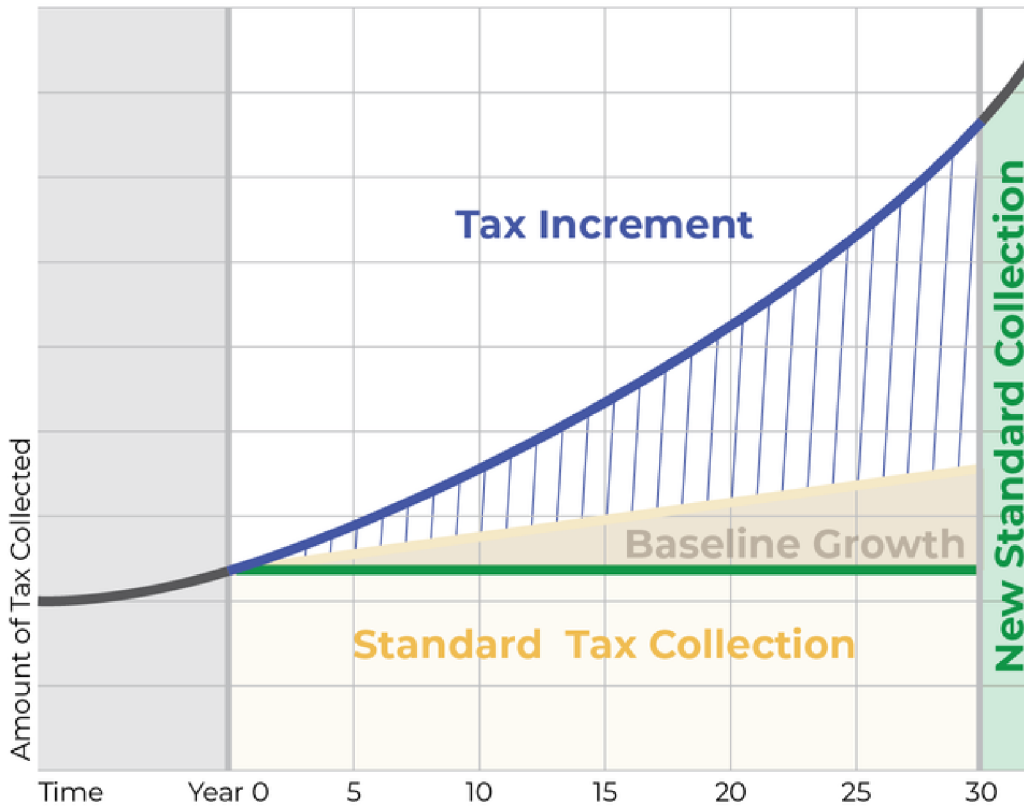


Progressive Urban Management Associates (P.U.M.A.) is an economic development and planning firm that delivers community-based solutions to create thriving downtowns, corridors and neighborhoods. A national leader in downtown and community development, P.U.M.A. advises clients on a wide range of management, marketing, financial, urban design and implementation tactics that help communities and organizations create and sustain dynamic places.

TAX INCREMENT FINANCING

**DOWNTOWN
COLORADO**
inc.

Tax Increment Finance Explained



1 Tax Increment Finance (TIF) is a tool available to URA and DDA districts in Colorado, and **does not raise the tax rate.**

2 **Baseline growth** is measured from Year 0. Afterwards, **standard tax collection** and **baseline revenue** are administered like usual.

3 TIF stimulates growth, and the **Tax Increment** above the baseline generated by the plan must be used for the Plan of Development within the DDA or URA district over the statutory period. (25 for URAs, 30 for DDAs).

4 After TIF expires, the **New Standard Collection** is distributed to all taxing entities

OTHER CONSIDERATIONS



Special electors of real property, leaseholders, and their agents within the boundary vote to create a DDA. Creating a URA does not require a vote.

TIF agreements for spending are reviewed by the District Board of Directors, according to the bylaws.



TABOR elections must take place to allow a Downtown Development Authority (DDA) or Urban Renewal Authority (URA) to take on debt.



Animal Shelter & Services

Nathan Lehnert

970-471-3763

nathan.lehnert@eaglecounty.us

www.eaglecounty.us

Town of Minturn,

Examples of “leash laws” within the county are listed below. They all describe physical restraint of the animal by a person or within a secure enclosure. Some use signage as the requirement to designate where leash laws are in effect, while others have a community wide requirement or reference some type of map to identify the areas.

Leash laws are common violations that ECAS proactively makes contact about. Gaining community compliance requires regular consistent contact from enforcement officers, community leaders, and conscientious residents. In my experience education can only go so far if there isn’t widespread community buy-in. If more strict enforcement of the code is required it can be difficult for everyone involved.

MINTURN

Physical control means control of a pet animal by means of a tether or a leash not longer than ten (10) feet attached to the animal and held by the owner or responsible person or confinement within a vehicle or confinement in a secure animal enclosure.

A pet animal is not under physical control in areas posted by any agency of the federal government, the State or any political subdivision of the State as requiring the animal to be on a leash.

COUNTY (current)

" PHYSICAL CONTROL" means Control of a Pet Animal by means of a Tether or a leash attached to the animal, and held by the Owner, or control by confinement in a Secure Animal Enclosure.

A Pet Animal is not under Physical Control in areas posted by any agency of the Federal government, the State of Colorado, or any political subdivision of the State as requiring the animal to be on a leash; or

COUNTY (proposed)

“PHYSICAL CONTROL” means Control of a Pet Animal by means of a Leash or by confinement in a Secure Animal Enclosure.

A Pet Animal is off the Owner’s Private Property, including on Common Areas, without the presence of a person having Physical Control; except in locations identified as allowing Demonstrable Control on the Animal Control Map;

EAGLE

Physical control means control of a pet animal by means of a tether or a leash, not longer than ten feet, attached to the animal, and held by the owner or responsible person, or confinement within a vehicle or secure animal enclosure.

It shall be unlawful, and considered a failure to control a pet animal, when:

A pet animal is off the owner's premises in any area of the Town, other than a Town designated dog park, as defined in [Section 8.12.020](#), or a common ground, as defined in [Section 8.12.020](#), without the presence of a person having physical control, as defined in [Section 8.12.020](#).

AVON

Control means the physical restraint or influence over a cat or dog by means of a secured leash, tether, cord or chain no longer than ten (10) feet in length which is being held by a person who is thereby in fact able to prevent the cat or dog from charging, chasing or otherwise disturbing or interfering with any person, domestic animal or wildlife, irrespective of the presence of any distraction or provocation.

With the exception of the Preserve property, it is the duty of any owner or keeper of a dog or cat to keep such dog or cat under control, as herein defined, so as to prevent the dog or cat from:

Running at large;
Becoming a danger to persons or property;
Trespassing on the property of another;
Being a public nuisance as defined in [Section 6.04.230](#);
Chasing or threatening wildlife.

VAIL

PHYSICAL CONTROL. Control of an animal by means of a tether or a leash attached to the animal, and held by a responsible person; or, confinement within a locked vehicle or locked enclosure sufficient to prevent the animal from escaping.

(A) It shall be unlawful and considered a failure to control an animal when:

(1) Any dog is off the premises of the owner without the presence of a responsible person having physical control of the dog on any bike path or public park located within the town or on any area located within the town and described in exhibit A attached to Ordinance 5, series of 1995, made a part of this section by reference, and which can be found on file in the office of the Town Clerk;



Town of Minturn
301 Boulder St #309
Minturn, CO 81645
970-827-5645
council@minturn.org
www.minturn.org

FUTURE MEETING AGENDA ITEMS

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

March 15, 2023

- Downtown Development Authority – Business Engagement Discussion
- Discussion/Direction – Leash Law
- Res ___ - Series 2023 – Appointment of Planning Commissioners
- Res ___ - Series 2023 – Appointment of vacant Council Seat
- Consent Agenda - Res ___ - Series 2023 – Colorado Opioid Settlement
- Consent Agenda-Res ___ - Series 2023 allocation of Holy Cross Funds
- Consent Agenda – State Land Board; Memorandum of Understanding
- Consent Agenda – Res ___ - Series 2023 Approving an Environmental Attorney

April 5, 2023

- Council Appointments
 - Minturn Fitness Center Board
 - Northwest Colorado Council of Governments
 - Eagle Valley Transit Authority Alternate
- Ord ___ - Series 2023 – Amending Chapter 16 and Appendix B of the MMC

April 19, 2023

- Discussion/Direction - Water Infrastructure Analysis
- Ord ___ - Series 2023 – Building Code and Energy Code Updates
- Community Plan Implementation Update – Safety Measures / Main Steet Bulb outs
- Discussion/Direction – Raw water irrigation systems

May 3, 2023

- Ord ___ - Series 2023 – ECSD Impact Fee in lieu

Dates to be Determined: