

TOWN OF AVON, COLORADO
AVON REGULAR MEETING FOR TUESDAY, APRIL 10, 2012
MEETING BEGINS AT 5:30 PM
AVON TOWN HALL, ONE LAKE STREET



	PRESIDING OFFICIALS
MAYOR	RICH CARROLL
MAYOR PRO TEM	KRISTI FERRARO
COUNCILORS	DAVE DANTAS, CHRIS EVANS, TODD GOULDING
	AMY PHILLIPS, ALBERT "BUZ" REYNOLDS, JR.

TOWN STAFF

TOWN ATTORNEY: ERIC HEIL	INTERIM TOWN MANAGER: PATTY MCKENNY	DEPUTY TOWN CLERK: CATHERINE MYTHEN
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ALL REGULAR MEETINGS ARE OPEN TO THE PUBLIC EXCEPT EXECUTIVE SESSIONS
COMMENTS FROM THE PUBLIC ARE WELCOME DURING CITIZEN AND COMMUNITY INPUT AND PUBLIC HEARINGS
PLEASE VIEW AVON'S WEBSITE, [HTTP://WWW.AVON.ORG](http://www.avon.org), FOR MEETING AGENDAS AND MEETING MATERIALS
AGENDAS ARE POSTED AT AVON TOWN HALL AND RECREATION CENTER, ALPINE BANK, AND AVON LIBRARY
THE AVON TOWN COUNCIL MEETS ON THE SECOND AND FOURTH TUESDAYS OF EVERY MONTH

- 1. CALL TO ORDER AND ROLL CALL**
- 2. APPROVAL OF AGENDA**
- 3. DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST**
- 4. COMMUNITY & CITIZEN INPUT**
 - a. Eagle River Fire Protection District (*Karl Bauer, Fire Chief*) Review intermittent closures and implications on communities
 - b. Town of Avon Employee Recognitions (*Bob Ticer, Police Chief, Karyne Spadi, Human Resources Generalist*)
 1. Avon Police Volunteer of the Year
 2. Avon Police Officer of the Year
- 5. CONSENT AGENDA**
 - a. Minutes from March 27, 2012
- 6. UNFINISHED BUSINESS**
 - a. Interview Firms submitting "Request for Proposals for Town Manager Executive Search & Facilitation Services" (Two other firms interviewed during work session)
 - 1) Greg Morrison, John Patterson, The Morrison Group LLC (estimated 6:15 pm to 7:15 pm)
 - 2) Discussion on Proposals and Select Firm
- 7. NEW BUSINESS**
- 8. RESOLUTIONS**
- 9. ORDINANCES**
- 10. TOWN MANAGER REPORT**
- 11. TOWN ATTORNEY REPORT**
- 12. MAYOR REPORT**

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-
- a. Future Agenda Items

13. EXECUTIVE SESSION

- a. Meet with Town Attorney for the purpose of receiving legal advice to specific legal questions pursuant to Colorado Revised Statute §24-6-402(4)(b) related to pending litigation regarding Town of Avon v Traer Creek Metropolitan District, 2008 CV 0385 and Traer Creek, LLC, et al. v Town of Avon 2010 CV 316

14. ADJOURNMENT

FUTURE COUNCIL AGENDA DATES & PROPOSED TOPICS:

- April 24th: Procurement Policy Revisions, Interviews and Selections for Planning & Zoning Commission Vacancies, Housing Down Payment Assistance Program, Ordinance on Community Development Fees
- May 8th: Promoters of Snowball Music Festival: After Event Report, Budget 2013, Draft Report of 2011 Year End Financial Statements

Memo

To: Honorable Mayor and Town Council
From: Patty McKenny, Interim Town Manager 
Date: April 5, 2012
Re: Update from Eagle River Fire Protection District Regarding Station Closures

Summary:

The Town has invited Karl Bauer, Fire Chief, Eagle River Fire Protection District, to attend next Tuesday's meeting to discuss the intermittent station closures and implications on the communities.

Background:

The Town of Avon leases two town properties to ERFPD for fire station uses, one located at 351 Benchmark Road, and the other located in Wildridge at 2110 Saddleridge Loop.

Discussion:

The Town has received several emails from ERFPD about intermittent fire station closures at the Avon Fire Station – see Exhibit C. In light of the emails, we thought it might be beneficial to have Chief Bauer attend a Council Meeting to talk about the closures and the community impacts. Some questions that have come up include the following:

- ✓ *Explain the community effect of the rolling station closures and how they will impact response times to different areas of Avon.*
- ✓ *What is ERFPD's average response time now, and how has this changed as a result of the "roving closures"?*
- ✓ *How long does ERFPD plan to continue using this approach and what are the means of communication to the Avon community?*
- ✓ *Are there any long term financial plans to correct this problem for the district?*
- ✓ *Is ERFPD looking at closing any specific stations (e.g., to reduce facility costs)?*
- ✓ *What are the current uses/plans at the Wildridge Fire Station?*
- ✓ *What kinds of community outreach will occur in light of the high fire danger conditions that exist at this time?*
- ✓ *What are the implications for Wildridge in light of limited access from the subdivision?*
- ✓ *Will these reductions affect staffing at Salute to USA and other large special events where fire department services are required?*

Financial Implications:

There are no financial implications related to these leases.

ATTACHMENT:

- Exhibit A: Avon Fire Station Intergovernmental Lease Agreement
- Exhibit B: Wildridge Fire Station Intergovernmental Lease Agreement
- Exhibit C: ERFPD Notice of Intermittent Fire Station Closures

EXHIBIT A

AVON FIRE STATION INTERGOVERNMENTAL LEASE AGREEMENT

This Intergovernmental Lease Agreement ("Agreement") is made and entered into this 24th day of August, 2004, by and between the EAGLE RIVER FIRE PROTECTION DISTRICT, a quasi-municipal corporation of the State of Colorado ("District") and the TOWN OF AVON, a municipal corporation and political subdivision of the State of Colorado ("Town"), collectively referred to as "Parties".

RECITALS

WHEREAS, the District is a special district organized and existing under the Special District Act, Section 32-1-101, C.R.S., et seq.; and

WHEREAS, the Town is a municipality organized and existing under the laws of the State of Colorado; and

WHEREAS, Section 18(2)(a), Article XIV of the Colorado Constitution, Section 29-1-203, C.R.S., Section 31-15-101, C.R.S., and Section 32-1-1001, C.R.S., provide for the ability of the District and the Town to enter into contracts and agreements with one another to provide intergovernmental services and facilities, and to lease real and personal property, when so authorized by their governing bodies; and

WHEREAS, the Town is the fee owner of the real property and fire station improvements and appurtenances described on Exhibit A attached hereto and incorporated herein by this reference ("Fire Station Property"); and

WHEREAS, the Town desires to lease the Fire Station Property to the District, and the District desires to lease the Fire Station Property from the Town; and

WHEREAS, the Parties jointly agree that this Lease Agreement will serve the health, safety and welfare of all citizens within their jurisdictions.

NOW, THEREFORE, in consideration of the mutual covenants, understandings and agreements hereinafter set forth, the adequacy of which is hereby acknowledged, the District and the Town agree as follows:

1. **TERM OF LEASE.** Effective as of the date of this Lease Agreement, and for good and valuable consideration received and hereby acknowledged as adequate by the Parties, the District shall lease the Fire Station Property from the Town for ninety-nine (99) years or for such shorter useful life as the Fire Station Property has, or upon exercise of the reverter described below.

2. **USE OF PROPERTY.** The District shall use the Fire Station Property only for legally permissible activities in connection with the provision of fire protection and emergency services and such other purposes as are customarily incident thereto.

3. **REVERTER.** In the event the District no longer utilizes the Fire Station Property for such fire protection purpose, then this lease shall terminate, and all rights shall revert to the Town.

4. **INSURANCE AND INDEMNIFICATION.** During the term of this Lease Agreement, the District shall carry general liability and property insurance on the Fire Station Property in the estimated amount of the replacement value of the improvements thereon, and shall name the Town as additional insured under such property and general liability insurance. The District agrees to indemnify and hold the Town harmless against any damage, loss, claim or liability resulting from the District's use of the Fire Station Property.

5. **MAINTENANCE AND REPAIR.** The District assumes and agrees to pay all expenses connected with the existence and operation of the Fire Station Property during the term of the lease. The District shall be responsible for the costs of all its utilities for the operation of the Fire Station Property, including but not limited to, water, sewer, trash removal, gas, electricity and telecommunications, including but not limited to, telephone, cable TV, internet access, etc. Should the Fire Station Property be destroyed or damaged, the resulting insurance proceeds shall flow to the District if the District repairs or rebuilds the fire station improvements on the Fire Station Property, but to the Town if the District elects to terminate the lease and not repair or rebuild such improvements on the Fire Station Property. Each Party shall be responsible for any negligent damage caused by such Party or its employees or agents in the use of the Fire Station Property. The District shall be responsible for the costs of maintaining equipment, supplies, and tools necessary to provide fire protection and emergency services to the District's service area.

6. **STRUCTURAL CHANGES AND IMPROVEMENTS.** The Parties recognize that there may be improvements required at the Fire Station and agree that they will negotiate in good faith to develop a plan for any improvements. All future significant improvements to the Fire Station will be subject to review and approval by each of the respective Parties. Such approval shall not be unreasonably withheld or delayed. The Parties shall cooperate jointly in developing, approving and financing of any Fire Station improvements that enhance the health and safety of firefighters or the delivery of fire protection and emergency services.

7. **WARRANTIES.** The Town hereby represents and warrants that neither the execution of this Lease Agreement nor the consummation of the transactions contemplated hereby shall:

- i. Violate any provision of law or judgment, writ, injunction, order, or decree of any court or governmental authority relating to the Town; or
- ii. Result in the creation or imposition of any lien or encumbrance upon the Fire Station Property or breach any instrument affecting the Fire Station Property except this Lease and the rights granted to the District by it; or
- iii. Result in or constitute a breach or default (or an occurrence which, by the lapse of time and/or the giving of notice, would constitute a breach or default) under any indenture, contract, other commitment or restriction to which it is bound; or
- iv. Require any consent, vote, or approval which has not been or, at the time of the transaction involved, shall not have been given or taken. The Town warrants that while no default exists, the District shall occupy the Fire Station Property in peaceful and quiet possession.

8. **TERMINATION.** Either Party may serve upon the other, written notice of termination of this Lease Agreement, which termination shall thereupon become effective at the end of 60 days following the date of proper notice.

9. **NOTICES.** All notices, requests, demands, consents and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given when hand-delivered or sent by certified, United States mail, postage prepaid, with return receipt requested, addressed to the parties as follows:

Eagle River Fire Protection District
c/o Charles A. Moore, Fire Chief
P.O. Box 7980
Avon, Colorado 81620

With a copy to:

James P. Collins, Esq.
Collins Cockrel & Cole
390 Union Boulevard, Suite 400
Denver, CO 80228-1556

Town of Avon
Town Manager
P.O. Box 975
Avon, Colorado 81620

With a copy to:

John W. Dunn, Esq.
Dunn & Causey, L.L.C.
P.O. Box 7717
Avon, Colorado 81620

Either party may change the address at which it receives written notice, by so notifying the other party in writing in the manner provided herein.

10. **SEVERABILITY.** Invalidations of any of the provisions of this Lease Agreement, or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof, in any given circumstance, shall not affect the validity of the remainder of this Agreement.

11. **BINDING EFFECT.** This Lease Agreement shall be immediately binding upon and inure to the benefit of each party and its respective successors and permitted assigns.

12. **GOVERNING LAW.** This Lease Agreement shall be construed in accordance with the laws of the State of Colorado.

This Lease Agreement is executed as of the date first indicated above.

TOWN OF AVON, a municipal
corporation and political subdivision of
the State of Colorado

By Albert D. Reynolds
Name ALBERT D. REYNOLDS
Title Mayor

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

The foregoing Intergovernmental Lease Agreement was acknowledged before me this 24th day of August, 2004, by ALBERT D. Reynolds Mayor of the Town of Avon, a municipal corporation and political subdivision of the State of Colorado.

Patty Zink-McKoy
Notary Public

My Commission expires: _____



EAGLE RIVER FIRE PROTECTION DISTRICT, a quasi-municipal corporation of the State of Colorado

By [Signature]
Name Charles Moore
Title Fire Chief

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

The foregoing Intergovernmental Lease Agreement was acknowledged before me this 16 day of Sept., 2004, by Charles Moore as Fire Chief of the Eagle River Fire Protection District, a quasi-municipal corporation of the State of Colorado.

[Signature]
Notary Public

My Commission expires: 9/18/05



EXHIBIT A

A portion of Tract G, Benchmark at Beaver Creek Subdivision, Eagle County, also known as 351 Benchmark Road, Avon, Colorado

EXHIBIT B

WILDRIDGE FIRE STATION INTERGOVERNMENTAL LEASE AGREEMENT

This Intergovernmental Lease Agreement ("Agreement") is made and entered into this 24th day of August, 2004, by and between the EAGLE RIVER FIRE PROTECTION DISTRICT, a quasi-municipal corporation of the State of Colorado ("District") and the TOWN OF AVON, a municipal corporation and political subdivision of the State of Colorado ("Town"), collectively referred to as "Parties".

RECITALS

WHEREAS, the District is a special district organized and existing under the Special District Act, Section 32-1-101, C.R.S., et seq.; and

WHEREAS, the Town is a municipality organized and existing under the laws of the State of Colorado; and

WHEREAS, Section 18(2)(a), Article XIV of the Colorado Constitution, Section 29-1-203, C.R.S., Section 31-15-101, C.R.S., and Section 32-1-1001, C.R.S., provide for the ability of the District and the Town to enter into contracts and agreements with one another to provide intergovernmental services and facilities, and to lease real and personal property, when so authorized by their governing bodies; and

WHEREAS, the Town is the fee owner of the real property and fire station improvements and appurtenances described on Exhibit A attached hereto and incorporated herein by this reference ("Fire Station Property"); and

WHEREAS, the Town desires to lease the Fire Station Property to the District, and the District desires to lease the Fire Station Property from the Town; and

WHEREAS, the Parties jointly agree that this Lease Agreement will serve the health, safety and welfare of all citizens within their jurisdictions.

NOW, THEREFORE, in consideration of the mutual covenants, understandings and agreements hereinafter set forth, the adequacy of which is hereby acknowledged, the District and the Town agree as follows:

1. **TERM OF LEASE.** Effective as of the date of this Lease Agreement, and for good and valuable consideration received and hereby acknowledged as adequate by the Parties, the District shall lease the Fire Station Property from the Town for ninety-nine (99) years or for such shorter useful life as the Fire Station Property has, or upon exercise of the reverter described below.

2. **USE OF PROPERTY.** The District shall use the Fire Station Property only for legally permissible activities in connection with the provision of fire protection and emergency services and such other purposes as are customarily incident thereto.

3. **REVERTER.** In the event the District no longer utilizes the Fire Station Property for such fire protection purpose, then this lease shall terminate, and all rights shall revert to the Town.

4. **INSURANCE AND INDEMNIFICATION.** During the term of this Lease Agreement, the District shall carry general liability and property insurance on the Fire Station Property in the estimated amount of the replacement value of the improvements thereon, and shall name the Town as additional insured under such property and general liability insurance. The District agrees to indemnify and hold the Town harmless against any damage, loss, claim or liability resulting from the District's use of the Fire Station Property.

5. **MAINTENANCE AND REPAIR.** The District assumes and agrees to pay all expenses connected with the existence and operation of the Fire Station Property during the term of the lease. The District shall be responsible for the costs of all its utilities for the operation of the Fire Station Property, including but not limited to, water, sewer, trash removal, gas, electricity and telecommunications, including but not limited to, telephone, cable TV, internet access, etc. Should the Fire Station Property be destroyed or damaged, the resulting insurance proceeds shall flow to the District if the District repairs or rebuilds the fire station improvements on the Fire Station Property, but to the Town if the District elects to terminate the lease and not repair or rebuild such improvements on the Fire Station Property. Each Party shall be responsible for any negligent damage caused by such Party or its employees or agents in the use of the Fire Station Property. The District shall be responsible for the costs of maintaining equipment, supplies, and tools necessary to provide fire protection and emergency services to the District's service area.

6. **STRUCTURAL CHANGES AND IMPROVEMENTS.** The Parties recognize that there may be improvements required at the Fire Station and agree that they will negotiate in good faith to develop a plan for any improvements. All future significant improvements to the Fire Station will be subject to review and approval by each of the respective Parties. Such approval shall not be unreasonably withheld or delayed. The Parties shall cooperate jointly in developing, approving and financing of any Fire Station improvements that enhance the health and safety of firefighters or the delivery of fire protection and emergency services.

7. **WARRANTIES.** The Town hereby represents and warrants that neither the execution of this Lease Agreement nor the consummation of the transactions contemplated hereby shall:

- i. Violate any provision of law or judgment, writ, injunction, order, or decree of any court or governmental authority relating to the Town; or
- ii. Result in the creation or imposition of any lien or encumbrance upon the Fire Station Property or breach any instrument affecting the Fire Station Property except this Lease and the rights granted to the District by it; or
- iii. Result in or constitute a breach or default (or an occurrence which, by the lapse of time and/or the giving of notice, would constitute a breach or default) under any indenture, contract, other commitment or restriction to which it is bound; or
- iv. Require any consent, vote, or approval which has not been or, at the time of the transaction involved, shall not have been given or taken. The Town warrants that while no default exists, the District shall occupy the Fire Station Property in peaceful and quiet possession.

8. **TERMINATION.** Either Party may serve upon the other, written notice of termination of this Lease Agreement, which termination shall thereupon become effective at the end of 60 days following the date of proper notice.

9. **NOTICES.** All notices, requests, demands, consents and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given when hand-delivered or sent by certified, United States mail, postage prepaid, with return receipt requested, addressed to the parties as follows:

Eagle River Fire Protection District
c/o Charles A. Moore, Fire Chief
P.O. Box 7980
Avon, Colorado 81620

With a copy to:

James P. Collins, Esq.
Collins Cockrel & Cole
390 Union Boulevard, Suite 400
Denver, CO 80228-1556

Town of Avon
Town Manager
P.O. Box 975
Avon, Colorado 81620

With a copy to:

John W. Dunn, Esq.
Dunn & Causey, L.L.C.
P.O. Box 7717
Avon, Colorado 81620

Either party may change the address at which it receives written notice, by so notifying the other party in writing in the manner provided herein.


10. **SEVERABILITY.** Invalidations of any of the provisions of this Lease Agreement, or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof, in any given circumstance, shall not affect the validity of the remainder of this Agreement.

11. **BINDING EFFECT.** This Lease Agreement shall be immediately binding upon and inure to the benefit of each party and its respective successors and permitted assigns.

12. **GOVERNING LAW.** This Lease Agreement shall be construed in accordance with the laws of the State of Colorado.

This Lease Agreement is executed as of the date first indicated above.

TOWN OF AVON, a municipal
corporation and political subdivision of
the State of Colorado

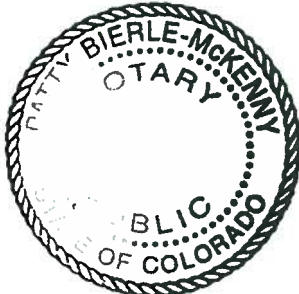
By 
Name ALBERT D. REYNOLDS
Title mayor

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

The foregoing Intergovernmental Lease Agreement was acknowledged before me this 24th day of August, 2004, by ALBERT D. Reynolds as Mayor of the Town of Avon, a municipal corporation and political subdivision of the State of Colorado.

Patty Bierle-McKenny
Notary Public

My Commission expires: _____



My Commission Expires 04/08/2008

EAGLE RIVER FIRE PROTECTION DISTRICT, a quasi-municipal corporation of the State of Colorado

By [Signature]
Name Charles Moore
Title Fire Chief

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

The foregoing Intergovernmental Lease Agreement was acknowledged before me this 16 day of Sept., 2004, by Charles Moore as Fire Chief of the Eagle River Fire Protection District, a quasi-municipal corporation of the State of Colorado.

[Signature]
Notary Public

My Commission expires: 9/18/04



My Commission Expires 9/18/2005

EXHIBIT A

Tract C, Wildridge, according to the recorded final subdivision plat,
Eagle County, also known as 2110 Saddleridge Loop, Avon, Colorado

Patty McKenny

From: karl bauer <kbauer@eagleriverfire.org>
Sent: Friday, March 30, 2012 3:35 PM
To: Patty McKenny; Robert Ticer; keith.montag@eaglecounty.us; joseph@sheriff.eagle.co.us; jwilson@cordillerametro.org; begizi@cordillerametro.org
Subject: ERFPD Intermittent Fire Station Closures
Importance: High

As you know, Eagle River Fire Protection District is no longer able to afford to keep all of its five Fire and Emergency Response Stations open 24 hours/day, 365 days/year. This decision is a result of the loss of approximately 25% of its property tax revenue beginning in 2012.

Consequently, on April 1, 2012, the District will be forced to close the Avon Fire Station, which serves the Community of Avon and the Cordillera Fire Station, which serves the Community of Cordillera.

Our goal remains to arrive as quickly as possible to fires and other emergencies. However, anytime we are forced to temporarily close a Fire and Emergency Response Station, no matter where it is located, that closure places an additional burden on the rest of our response system, from Tennessee Pass to Wolcott, potentially resulting in longer response times.

We regret having to take these measures but simply have no choice. We want to keep you informed of how the District's budgetary constraints affect the services you receive and will update you regarding future intermittent station closures as they may have to occur.

Should you have any questions, please do not hesitate to contact Fire Chief, Karl Bauer at kbauer@eagleriverfire.org



Eagle River Fire Protection District
Service Before Self

Karl Bauer, Fire Chief
970 748-4765
kbauer@eagleriverfire.org

Eagle River Fire Protection District covers 240 square miles and proudly serves the following areas and communities: Camp Hale, Tennessee Pass, Redcliff, Minturn, Eagle-Vail, Avon, Mountain Star, Wildridge, Beaver Creek (Contractual agreement), Bachelor Gulch, Arrowhead, Homestead, Edwards, Lake Creek, Singletree, Pilgrim Downs, Cordillera, Bellyache Ridge, Red Sky Ranch and the portions of I-70, Hwy 6 & 24.

Patty McKenny

From: Mike Kerst <mkerst@eagleriverfire.org>
Sent: Sunday, April 01, 2012 7:45 PM
To: Patty McKenny; Robert Ticer; 'keith.montag@eaglecounty.us';
'jwilson@cordillerametro.org'; Bob Egizzi (begizi@cordillerametro.org);
'joseph@sheriff.eagle.us.co'
Cc: karl bauer; Battalion Chief; 'JKirkland@vailgov.com'; Scott Bridges; 'bjones@gefpd.org'
Subject: Open Fire Station Memo

On **April 2, 2012** Eagle River Fire Protection District will re-open the **Avon** Fire Station, which serves the Community of **Avon** and the **Cordillera** Fire Station, which serves the Community of **Cordillera**.

As you know, Eagle River Fire Protection District lost approximately 25% of its property tax revenue beginning in 2012. Consequently, the District is no longer able to afford to keep all of its five Fire and Emergency Response Stations open 24 hours/day, 365 days/year. The District may be forced to temporarily close this Fire Station again in the future.

We regret having to take these measures but simply have no choice. We will keep you informed of how the District's budgetary constraints affect the services you receive and will update you regarding future intermittent station closures as they may have to occur.

Should you have any questions, please do not hesitate to contact Fire Chief, Karl Bauer at kbauer@eagleriverfire.org



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Service Before Self

Karl Bauer, Fire Chief
970 748-4765
kbauer@eagleriverfire.org

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Patty McKenny

From: Cip Tafoya <ctafoya@eagleriverfire.org>
Sent: Tuesday, April 03, 2012 8:08 AM
To: Patty McKenny; Robert Ticer; 'RPacheco@vailgov.com'
Cc: karl bauer; Beaver Creek Public Safety; 'SBridges@vailgov.com'
Subject: Station Closer

As you know, Eagle River Fire Protection District is no longer able to afford to keep all of its five Fire and Emergency Response Stations open 24 hours/day, 365 days/year. This decision is a result of the loss of approximately 25% of its property tax revenue beginning in 2012.

Consequently, on ___April 3, 2012_____ the District will be forced to TEMPORARILY close for approximately __1__ day(s) the ___Avon___ Fire Station, which serves the Community of __Avon, Wildridge and Bachelor Gulch___.

Our goal remains to arrive as quickly as possible to fires and other emergencies. However, anytime we are forced to temporarily close a Fire and Emergency Response Station, no matter where it is located, that closure places an additional burden on the rest of our response system, from Tennessee Pass to Wolcott, potentially resulting in longer response times.

We regret having to take these measures but simply have no choice. We want to keep you informed of how the District's budgetary constraints affect the services you receive and will update you regarding future intermittent station closures as they may have to occur.

Should you have any questions, please do not hesitate to contact Fire Chief, Karl Bauer at kbauer@eagleriverfire.org



Eagle River Fire Protection District
Service Before Self

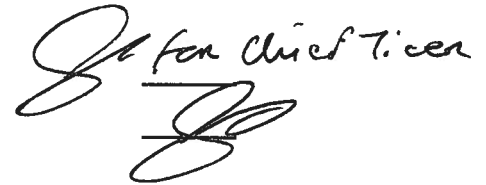
Karl Bauer, Fire Chief
970 748-4765
kbauer@eagleriverfire.org

Eagle River Fire Protection District covers 240 square miles and proudly serves the following areas and communities: Camp Hale, Tennessee Pass, Redcliff, Minturn, Eagle-Vail, Avon, Mountain Star, Wildridge, Beaver Creek (Contractual agreement), Bachelor Gulch, Arrowhead, Homestead, Edwards, Lake Creek, Singletree, Pilgrim Downs, Cordillera, Bellyache Ridge, Red Sky Ranch and the portions of I-70, Hwy 6 & 24.

Memo

To: Honorable Mayor and Town Council
Thru: Patty McKenny, Acting Town Manager
Approved by: Chief R. L. Ticer
From: Lt. Greg Daly
Date: April 4, 2012
Re: Police Officer of the Year and Police Volunteer of the year

Initials

Handwritten signature of Chief R. L. Ticer in black ink, written over the 'Approved by' line of the memo.

Summary:

This memo provides an update on the Police Officer of the Year and the Police Volunteer of the Year awards, to be presented at the April 10th Council Meeting, to Officer Matt Jamison and to Volunteer Tom Snyder.

Background:

Chief Ticer introduced the Police Officer of the Year award in 2011 for the first time, in an effort to recognize outstanding leadership and commitment by an Avon Officer who in the eyes of his or her supervisors have demonstrated those qualities above expectations for his or her job during that calendar year. The Police Volunteer of the Year Award was initiated in 2011.

Discussion:

Chief Ticer, Lieutenant Daly and the sergeants group nominated and considered a number of outstanding individuals for these awards. The nominations were finalized after significant discussion and deliberation.

The decision to nominate Officer Jamison for the Officer of the Year Award was based on the following:

- Officer Jamison "Made a Difference" throughout the Town of Avon Community and internally within the Avon Police Department.
- Officer Jamison was a leader at the Avon Police Department in DUI/Impaired driving enforcement, seat belt enforcement, arrests, traffic contacts, calls for service response and many other productivity areas.
- Officer Jamison took initiative by organizing and coordinating community outreach projects such as National Night Out, the Annual Citizens Academy, and the Law Enforcement Torch Run for the Special Olympics. Officer Jamison has organized these events for the past several years.
- Officer Jamison completed his Master's degree in Criminal Justice in 2011. He worked on this program while he was in the police academy and also while working as a Police Service Officer.
- Officer Jamison exemplifies the core values of the Avon Police Department in his everyday duties. He has received compliments from the Citizens and guests of Avon and from members of other local law enforcement agencies for his outstanding work.

- Officer Jamison pays attention to detail in his interactions with people, regarding his work product and his personal appearance.

The Avon Police Department has been honored by the contribution of many Police Volunteers over the last two years. The majority of our volunteers have graduated from our Police Citizens Academy and have volunteered their personal time and skill sets to “Making a Difference” at the Avon Police Department and throughout the Avon community.

Tom Snyder is one of our pioneer volunteers. Tom has volunteered at the Avon Police Department since September of 2011. Tom has contributed to the police operations by patrolling the Town of Avon performing Police Service Officer duties, has assisted in our recruitment processes, and has been critical in providing security for the Avon Municipal Court. This ensures that Avon Police Officers are out on the street, protecting our community. Tom brings utilizes his significant law enforcement experience to complement the operations at the Avon Police Department. Tom brings a “Can do” attitude with a great sense of humor and a community service spirit.

Financial Implications:

These awards do not come with any financial incentive but recognizes these individuals for their extraordinary commitment.

Town Manager Comments:



**MINUTES OF THE REGULAR MEETING OF THE AVON TOWN COUNCIL
HELD MARCH 27, 2012**

A regular meeting of the Town of Avon, Colorado was held at the Avon Town Hall, One Lake Street, Avon, Colorado in the Council Chambers.

Mayor Rich Carroll called the meeting to order at 5:15 PM. A roll call was taken and Council members present were Dave Dantas, Chris Evans, Kristi Ferraro, Todd Goulding, Amy Phillips and Buz Reynolds. Also present were Town Attorney Eric Heil, Interim Town Manager Patty McKenny, Finance Director Scott Wright, Town Engineer Justin Hildreth, Director PW&T Jenny Strehler, Deputy Town Clerk/HR Asst. Catherine Mythen, Community Relations Officer Jaime Walker, as well as other staff members and the public.

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

Mayor Carroll noted that item b) from the executive session would be moved to the beginning of the meeting:

- b. Meet with Town Attorney for the purpose of receiving legal advice to specific legal questions pursuant to Colorado Revised Statute §24-6-402(4)(b) related to a promissory note and shared appreciation second mortgage under the Town's Housing Assistance Program

EXECUTIVE SESSION

Councilor Philips moved to convene to an Executive Session at 5:15 PM to discuss the following topic; Councilor Evans seconded the motion and it passed unanimously.

Meet with Town Attorney for the purpose of receiving legal advice to specific legal questions pursuant to Colorado Revised Statute §24-6-402(4)(b) related to a promissory note and shared appreciation second mortgage under the Town's Housing Assistance Program.

The Executive Session adjourned at 5:30 pm. Mayor Rich Carroll reconvened the regular meeting at 5:45pm. Mayor Carroll noted that a new item 14 b) would be added to the executive session:

- (b) Convene in executive session for the purposes of purchase and acquisition of real property pursuant to Colorado Revised Statute Section 24-6-402(a).

The Town Attorney noted that there were no conflicts of interests to report.

COMMUNITY AND CITIZEN INPUT

- Brandi Caswell, Attorney with Faegre Baker Daniels, representing *B N P Paribas Bank*,
- Mary Jo Dougherty, Attorney with McGeady Sisneros, and representing Traer Creek Metropolitan District

Both attorneys addressed the Town Council and expressed their support to continue with the settlement process for the Village at Avon. They expressed concern with going to trial in June.

- Rene Gunter from Simplex Grenel, introduced her new company which is a life safety center opening an office in Avon.

CONSENT AGENDA

Mayor Carroll asked for a motion on the Consent Agenda.

- Minutes from March 13, 2012 Regular Council Meeting

Councilor Evans moved to approve the Minutes from March 13, 2012 Regular Council Meeting; Mayor Pro Tem Ferraro seconded the motion and it passed unanimously.

- Minutes from March 9, 2012 Special Council Meeting

Councilor Evans moved to approve the Minutes from March 9, 2012 Special Council Meeting; Councilor Reynolds seconded the motion and it passed unanimously.

COUNCIL AND STAFF UPDATES

- a. Update on Planning and Zoning Commission Vacancies (*Matt Pielsticker, Planner II*) Review terms limits for PZC members, and process for interviewing to fill vacancies / **Memo only**
- b. Financial Matters (*Kelly Huitt, Budget Analyst*) Updated reports on revenue collections / **Report only**

NEW BUSINESS

- a. Housing Down Payment Assistance Funding Request (*Patty McKenny, Interim Town Manager*) Review application and consideration of appropriating funds for housing down payment assistance; Applicant Steve Duckworth, Recreation Maintenance Supervisor.

Patty McKenny, Interim Town Manager presented the housing down payment assistance request and noted that in order to fund any requests for housing down payment assistance, the Town Council must appropriate the monies. Steve Duckworth the applicant was available for questions. She also noted that this was the third application that the Town has received from employees since the program began in 2007. Patty McKenny, Interim Town Manager asked council to consider this request and take action on the application request with a motion..

- b. Capital Improvement Projects 2012 Work Program Update (*Justin Hildreth, Town Engineer, Jeff Schneider, Project Manager*) Review status and schedules of 2012 CIP projects

Justin Hildreth gave an update on the following topics related to the Capital Improvement Projects Program:

- Mall Improvements
- Swift Gulch I-70 Regional Transit Operations facility
- Street Improvement program
- Metcalf Gulch drainage
- Nottingham Lake Liner
- USFS Road Improvements – Metcalf Creek Road
- US 6 Bike Path and Eagle River Bridge
- Public Works facility – Lot 5, Filing 1, Village at Avon

- c. Review Request for Proposals for Town Manager Executive Search (*Rich Carroll, Town Manager, Patty McKenny, Interim Town Manager*) Review RFPs and determine which firms to interview

Rich Carroll, Mayor, and Patty McKenny, Interim Town Manager, presented the request for proposals. After some discussion, it was agreed that four of the firms would be invited to interview at the April 10th meeting. The following companies; The Morrison Group, LLC, KRW Associates, LLC, Bob Murray & Associates, and The Novak Consulting Group matched the criteria and would be contacted and invited to the April 10th meeting for an interview.

- d. Review Request for Qualifications for Facilitation Services (*Rich Carroll, Town Manager, Patty McKenny, Interim Town Manager*) Review RFQs and determine which firms to interview

Mayor Carroll presented this topic and there was some concerns expressed regarding the estimated costs of the facilitation services. It was noted that each of the companies that would be coming to the April 10th meeting and staff would ask them to provide a quote for a revised scope of facilitation services with the following priorities:

- Best Practices of Council
- Communicating Effectively
- Policy Management
- Roll of the Town Council Members

RESOLUTIONS

- a. Resolution No. 12-07, Series of 2012, Resolution to Amend 2012 Capital Projects Fund Budget (*Scott Wright, Finance Director*) Summarizing expenditures and revenues by fund and amending the 2012 Capital projects budget fund.

Scott Wright, Finance Director, and Justin Hildreth, Town Engineer, presented the Resolution that would amend the Capital Improvements Project Budget, which had been discussed earlier in the evening. Scott Wright noted that there were some changes to the numbers on the memo and resolution; the beginning fund balance should have been \$165,319 and resulting in a net increase of \$37,154. He explained that the town found it necessary to amend the 2012 Capital Projects fund budget to more accurately reflect the revenues and expenditures for 2012. Councilor Ferraro moved to approve Resolution No. 12-07, Series of 2012, to Amend 2012 Capital Projects Fund Budget. Councilor Evans seconded the motion and it passed unanimously.

- b. Resolution No. 12-08, Series of 2012, Resolution to Amend 2012 Town of Avon Affordable Housing Fund Budget (*Scott Wright, Finance Director*) Resolution that amends Affordable Housing Fund Budget and appropriates funding request for housing down payment assistance.

Scott Wright, Finance Director, presented the request for down payment assistance for Steve Duckworth to purchase a home in Eagle County. He noted that this budget amendment complied with Council's earlier instructions to appropriate the funds on a case by case basis for this program. Chris Evans noted that the reason he liked and approved of this application was because the applicant had equity in the home equal to or greater to the funds request. Councilor Goulding moved to approve Resolution No. 2012-08, Series of 2012, Resolution to Amend 2012 Town of Avon Affordable Housing Fund Budget. Councilor Evans seconded the motion and it passed unanimously.

UNFINISHED BUSINESS

- a. Discussion and Possible Action on Removal of Abandoned Modular Buildings from Lot 5, Village (at Avon) Filing 1 (*Eric Heil, Town Attorney*) Update on Removal of Modular buildings from Lot 5
- Eric Heil gave a brief update on the buildings located at Lot 5. He mentioned he was directed to file an unlawful detainer action with the court. A hearing has been set for April 5TH at 9 AM at the Eagle county Court. Ron Wolfe, President of Stone Creek Charter School, gave an update on the modular's located on Lot 5 noting that the modular's are scheduled to be moved by April 15th. He noted that the board at stone Creek Charter School was unable to sign the agreement and had requested some changes. The Town attorney noted that the agreement had been revised to include" unforeseen circumstances" as one of the requests by the Stone Creek Charter School board.

MAYOR REPORT

Mayor Carroll spoke about future agenda items and the following were identified:

- Housing Down Payment Assistance Program
- Economic Development and the 2013 budget; there was some discussion about how funding should be approved and released.

EXECUTIVE SESSION

Councilor Phillips moved to convene to an Executive Session at 8:00 PM to discuss the following topics (the 2nd item was an addition to the executive session); Councilor Ferraro seconded the motion and it passed unanimously.

- Meet with Town Attorney for the purpose of receiving legal advice to specific legal questions pursuant to Colorado Revised Statute §24-6-402(4)(b) related to pending litigation regarding Town of Avon v Traer Creek Metropolitan District, 2008 CV 0385 and Traer Creek, LLC, et al. v Town of Avon 2010 CV 316
- Meet with Town Attorney for the purpose of receiving legal advice to specific legal questions pursuant to Colorado Revised Statute §24-6-402(4)(b) related to a promissory note and shared appreciation second mortgage under the Town’s Housing Assistance Program
- Meet with Town Attorney for the purposes of discussing the purchase and acquisition of real property pursuant to Colorado Revised Statute Section 24-6-402(a)

The Executive Session adjourned, there being no further business to come before the Council, the meeting adjourned at 9:25 PM.

RESPECTFULLY SUBMITTED:

Catherine Mythen, Deputy Town Clerk

APPROVED:

Rich Carroll _____

Dave Dantas _____

Chris Evans _____

Kristi Ferraro _____

Todd Goulding _____

Amy Phillips _____

Albert “Buz” Reynolds _____

Memo

To: Honorable Mayor and Town Council
From: Patty McKenny, Interim Town Manager 
Date: April 6, 2012
Re: Interview Firms Submitting RFP for Town Manager Executive Search & RFQ for Facilitation Services

Summary:

The Town of Avon released a "Request for Proposal" for the Town Manager Executive Search and Request for Qualifications for Facilitation Services. The Town Council reviewed these proposals at the March 27th meeting and will now interview the following firms at the work session & regular meeting as follows:

Work Session:

- ✓ Bob Murray & Associates: submitted only a RFP for Town Manager Executive Search
- ✓ The Novak Consulting Group: submitting both the RFP for Town Manager Executive Search and the RFQ for

Regular Meeting:

- ✓ The Morrison Group LLC

Please note the list of attachments that will address the re-scoping of the facilitation services and notification from KRW Associates LLC that they withdraw from the process due to other workload demands.

Attachments:

- Exhibit A: The Novak Consulting Group (estimated costs for revised scope of facilitation services \$4,000; expenses estimated at \$1,650)
- Exhibit B: The Morrison Group LLC (estimated costs for revised scope of facilitation services \$1,500)
- Exhibit C: Email from KRW Associates LLC

Town of Avon

Facilitation Services

Revised – April 5, 2012

Primary Contact:
Julia Novak, President
The Novak Consulting Group
210 Glenmary Avenue
Cincinnati, Ohio 45220
(513) 221-0500
jnovak@thenovakconsultinggroup.com



Statement of Qualifications and Background

For nearly a decade, a highly respected management consulting firm named Public Management Partners helped a variety of organizations function more effectively. Through the years the firm's founding partners built a sizeable client base of predominantly local governments and nonprofit organizations in the Midwest. Projects ranged from those as small as conducting community workshops to those as sweeping as analyzing the operational efficiency of entire departments within a municipality.

In 2009, Julia D. Novak acquired Public Management Partners and founded The Novak Consulting Group, staffed by consultants with decades of collective experience. With The Novak Consulting Group, Julia is building on Public Management Partners' reputation for innovation and results while expanding the company's services nationwide. Her new company meets a wider range of needs, consulting with governments in the areas of public works, public safety, human resources, finance, planning, IT, and more.

We provide our clients with the very best thinking and execution in organizational design, development, and improvement. Our services include:

- Strategic Planning
- Community Outreach and Engagement
- Facilitation
- Organizational Development
- Organizational Assessment and Optimization
- Financial Planning
- Training
- Executive Coaching
- Executive Search

Why The Novak Consulting Group?

The Novak Consulting Group provides unparalleled service to our clients. Leaders in local government and nonprofit communities have come to rely on The Novak Consulting Group for high caliber advice, with the personal attention of a boutique consultancy.

- **Niche expertise.** Our expertise lies in strengthening two kinds of organizations: local governments and nonprofits. We're consulting specialists rather than generalists, focusing our strengths to do a highly effective job for a very specific group of clients.
- **Flexibility to serve you better.** We employ a small core staff of senior-level consultants, and draw from our pool of subject matter experts when their expertise can help us serve you better. The result? A highly nimble, more efficient approach to giving you the services you need, when you need them.

*The Novak Consulting Group
Strengthening organizations from the inside out.*

- **Decades of collective experience.** Our associates and subject matter experts have decades of experience in strengthening local municipalities and nonprofit organizations. They've served in a wide range of positions, from city manager to public works director to director of management information systems.
- **Personal service from senior-level consultants.** You appreciate it when deadlines are met, phone calls are returned, and your challenges are given in-depth, out-of-the-box thinking. While a large firm may assign your business to junior-level people, we're small enough to offer very personal service from senior-level consultants.

Business Objectives and Methodologies

The Novak Consulting Group is interested, capable, and excited to provide facilitation services for the Town of Avon. Potential topics for future meetings include:

- The Policy/Administration Dichotomy and Council Staff Effectiveness
- Best Practices to Ensure Effective Council/Town Operations
- Effective Communication with Each Other, Management, Staff, and the Community

While every facilitation session is different, the process we use to develop the agenda universally includes: interviewing (and sometimes surveying) members of the governing body to identify expectations and priorities; drafting an agenda to review with the Town Manager and leadership of the governing body; facilitating the session; and preparing a report. What is most important is that each facilitation session accomplishes the specific objectives identified for the event.

Following the project kick-off, we would propose telephone interviews with each member of the Town Council. During these conversations we will learn about individual expectations for the session. We will also inquire about the perceived strengths, weaknesses, opportunities, and challenges facing the Town as well as other issues relevant to the topics at hand.

An agenda will then be prepared and reviewed with the Town Manager and Town Council leadership to ensure that the session is designed to meet the specific objectives established by the Town, and will include the three topics identified by the Town as critical for this session.

The Novak Consulting Group will then facilitate the session on a mutually agreed upon date. Following the session, a written report will be prepared documenting the session's activities and outcomes.

Key Personnel

Catherine Tuck Parrish, Associate, will serve as engagement leader. Catherine has more than 20 years of experience in serving local governments, in direct service or as a consultant. Her work as a consultant includes executive recruitment, project management, and contributions to numerous projects including process improvement studies, strategic planning, departmental assessments, development review, and policy development.

Catherine will be supported by Associate Jacqueline Wedding-Scott. Jacqueline has over 30 years of local government management experience. She has served in communities in Colorado for many years, is located in the Denver metro area, and is well-known and respected in the state. She is the past president of the Colorado City/County Management Association.

Detailed resumes are included.

Catherine Tuck Parrish, Associate

Catherine has over 20 years of management experience working with local governments, nonprofit organizations, and associations. She currently leads The Novak Consulting Group's executive search practice.

Her work as a consultant includes executive recruitment, project management, and contributions to numerous projects including process improvement studies, strategic planning, departmental assessments, development review, and policy development. She has conducted successful executive searches for the positions of chief executive, assistant manager, multiple department director positions, and other key staff. She has also facilitated numerous governing body workshops, staff, and strategic planning sessions.

Education

Master of Public Administration, The University of Kansas

Bachelor of Arts, The University of Kansas

Industry Tenure

22 years

Consulting, 3 years

Local Government, 19 years

Catherine's most recent local government experience was as Deputy City Manager in Rockville, Maryland, where she oversaw parks and recreation, human resources, information technology, finance, neighborhood resources (citizen engagement), communications, customer service, and intergovernmental functions. She also served as Assistant City Manager and Acting City Manager of Rockville for 11 months. Prior to joining the City of Rockville, Catherine served as Assistant to the County Executive of Fairfax County, Virginia, working on change management issues including a new pay system, employee surveys and implementation plans, and internal communication improvements. Catherine also served as Ethics Advisor at the International City/County Management Association (ICMA), counseling elected officials and citizen groups regarding employment agreements, form of government issues, and recruitment. Additionally, she served in the City Manager's Offices in Denton and University Park, Texas. Her experiences in these cities included securing initial state and federal transit grants, initiating a citizen newsletter, and acting as City liaison with neighborhood, civic, and university groups.

She chaired the ICMA's Acting Manager Task Force, which produced a handbook for interim managers. She served as Secretary, Vice President, and President of the Metropolitan Association of Local Government Assistants (MALGA) in the Washington, DC metro area. She also led the Maryland City/County Management Association (MCCMA) as Vice President and President. Catherine has spoken at national and state conferences on ethics, forms of government, various human resource topics, long-term financial planning and budget strategies, developing high performing organizations, and leadership. She has also spoken at the National League of Cities' Leadership Training Institute on recruiting and evaluating the CEO. She is certified instructor of the Myers-Briggs Type Indicator® instrument.

She has a bachelor's degree in personnel administration and communication studies from the University of Kansas and a master's degree in public administration from the University of Kansas. She is an active member of ICMA and the Maryland City/County Management Association.

Jacqueline Wedding-Scott, Associate

Jacque has over 30 years of local government management experience with specific emphasis in city operations and management, public finance and budgeting, economic development, and public/private partnerships. She has extensive experience in aligning and developing staff, and creating mission-driven teams focusing on innovation, efficiency, effectiveness, and responsiveness. Externally, her passion has been cultivating regional partnerships and creating the building blocks for collaboration in service provision.

Throughout her career, Jacque has recruited, hired, and developed executive, mid-management, and support staff. She has extensive experience in human resource management, including defining performance standards, goal development, performance evaluations, employment contract negotiations, employee investigations, and terminations. Jacque also brings experience in city manager recruitments from the development of the initial Request for Proposals for recruitment services, through City Council/Staff/Community interviews defining expectations and development of the recruitment profile. She has been requested by state and local agencies to participate on interview panels for executive director appointments, numerous city manager positions, and executive hires for other agencies.

Most recently, Jacque served as the City Manager of Centennial, Colorado, a community with over 80% of its services provided through private and/or public contractors. During her tenure, the City negotiated a new 10-year law enforcement contract with the Arapahoe County Sheriff's Office and transitioned the entire public works services program from a County to a private contract. Jacque has extensive public finance background, serving as Finance Director for the City of Lakewood, Colorado. During her career in local government, Jacque has been intimately involved with assisting several local governments' transition from state to local collection and is often sought as a subject matter expert in the sales and use tax arena.

Jacque also has a strong and successful background in economic development, serving as a key resource in helping to develop complex public financing strategies, project planning and the ultimate build-out of numerous large scale retail developments in Colorado, including IKEA Centennial – Colorado's first IKEA and urban renewal/redevelopment project.

Jacque is a past president of the Colorado City/County Management Association (CCCMA) and is the founder and a Board member of the new Colorado Women Leading Government group (CCCMA affiliation) and was recently appointed to the University of Colorado - Graduate School of Public Affairs, Center for Local Government and Training/Certified Public Manager (CPM) Advisory Committee.

Education

Master of Public Administration from the University of Colorado – Denver

Bachelor of Science in Business Administration from Columbia College, Missouri

Industry Tenure

Local Government, 30 years

Facilitation Experience

Murray, Utah recently engaged The Novak Consulting to work with this Mayor-Council government to develop their first strategic plan and capital improvement program. This project consisted of an extensive environmental scan, surveys, focus groups and significant involvement by the Mayor, City Council and Department Directors. This project will be completed in February 2012.

Hillsboro, Oregon engaged The Novak Consulting Group in 2011 to work with their governing body and department heads to improve relationships, establish priorities and prepare for a new City Manager. Several new Councilmembers and a new Mayor had changed the dynamic of the governing body and the retreat was designed to integrate new Council members, discuss expectations the Council had for the Mayor and improve the working relationship between the governing body and the staff.

Sequim, Washington engaged The Novak Consulting Group to conduct a staff leadership training workshop and City Council retreat in early 2010. The purpose of the retreat was to initiate the City's first strategic planning process and articulate specific goals for 2010 - 2012.

Shoreline, Washington has used the professional facilitation services of Julia Novak since 2003. Julia worked both with the City Council and Management Team to develop and update annual goals, develop the framework for the City's strategic plan and prioritize City spending. In addition, The Novak Consulting Group has conducted training sessions for City staff and recently conducted an Executive Search for a key management position.

Lancaster, Texas engaged The Novak Consulting Group in 2010 to work with their governing body and department heads to develop their 2010 to 2015 strategic plan. This process included visioning, goal setting and articulating key priorities that would shape the direction of the City over the next five years. The summary of their strategic plan can be found at the following URL: <http://www.lancaster-tx.com/images//new%20five%20year%20goals%20large%20format%202.pdf>

Clayton, Missouri engaged The Novak Consulting Group in 2011 to conduct its annual governing body retreat. Julia Novak will also be facilitating the City's retreat in 2012, and the firm is currently assisting the City with the development of a community-wide strategic plan.

Mansfield, Connecticut engaged Julia's previous firm to conduct a community based strategic planning process in 2008. The process was designed and managed by Julia and supported by Michelle Ferguson and Jonathan Ingram. This process engaged approximately 80 residents in visioning the future for the community and articulating key performance areas and priorities. Julia also worked with Town officials to solicit broad community input using innovative technologies, such as a "wiki" specifically designed for the Mansfield 2020 Visioning Process.

Worthington, Ohio engaged the services of Julia Novak to conduct a City Council retreat in late 2008. The purpose of the retreat was to identify and prioritize goals for the City Council. Subsequently, the City, in collaboration with the Worthington City Schools and Worthington Public Libraries retained the services of Julia Novak and her former firm to facilitate a community-based strategic planning process. Julia continues to work with the City of Worthington and its City Council.

Dublin, Ohio engaged The Novak Consulting Group in 2010 to lead a City Council Retreat. The purpose of the retreat was to develop a framework for the City's Strategic Plan, develop policy statements for Focus Areas, and identify priority goals for the 2010-2012 timeframe. The Council and staff articulated expectations for communications and interaction to strength the relationship between Council and staff.

Also in 2010, The Novak Consulting Group assisted the organization develop its performance management system. The process included meeting with all City departments, identifying services and programs, and developing performance measures linked to program purpose statements.

Schedule of the Timeline

The Novak Consulting Group is available to assist the Town of Avon as soon as a notice to proceed is issued. In consultation with the Town, date(s) for the facilitation session(s) would be selected allowing for several weeks of preparation work prior to the event.

References

As requested in the RFQ, references for three clients are included below. However, we would be pleased to provide contact information for any of the firm's clients upon request.

City of Murray, Utah

Jan Wells, Chief of Staff
5025 South State Street, Room 113, Murray, Utah 84107
(801) 264-2621 jwells@murray.utah.gov

City of Hillsboro, Oregon

Erik Jensen, Director of Administration
150 East Main Street, Hillsboro, Oregon 97123-4028
(503) 681-6418 erikj@ci.hillsboro.or.us

City of Sequim, Washington

Steve Burkett, City Manager
152 West Cedar Street, Sequim, WA 98382
(360) 683-4139 sburkett@ci.sequim.wa.us

Scope of Work Summary

Below is the scope of work summary as requested in the Town's RFP.

Deliverables	Timeline	Assigned Personnel	Hourly Rate	Estimated Hours	Estimated Cost
Begin Engagement	Week 1	CTP and JWS	\$150	8	\$1,200
Facilitate Session	Week 1	CTP and JWS	\$150	8	\$2,400
Prepare Report	Week 2-3	CTP and JWS	\$150	2	\$300
Travel expenses					\$1,650

The total, not-to-exceed fee to complete facilitation services as outlined in this proposal is \$5,650. Of this amount, \$4,000 is for professional services and \$1,650 is for related expenses for The Novak Consulting Group, such as travel, food, lodging, car rental, mileage, and other miscellaneous expenses.

It is our practice to invoice clients monthly based on completion of tasks in the scope of work.

THE MORRISON GROUP L.L.C.
P.O. BOX 2464 SILVERTHORNE, CO 80498
970-216-2482

**Town of Avon, Colorado
Town Council Retreat Facilitation
Scope of Services Proposal
April 4, 2012**

Ms. Patty McKenny, Interim Town Manager
Town of Avon
PO Box 975
Avon, CO 81620

Dear Mrs. McKenny,

Thank you for the opportunity to submit a proposal for retreat facilitation consulting services. Please accept this proposal from The Morrison Group LLC to the Town of Avon regarding facilitation services for a one day Town Council retreat.

The Morrison Group LLC is comprised of a cadre of current and former public officials who possess extensive experience in public sector recruitment, selection and retreat facilitation.

The Morrison Group LLC's principals for this proposal include:

- **Greg Morrison:** 34 years of Colorado policing experience, including 14 years as police chief in three Colorado communities. Greg holds a BA Degree in Political Science, a Master's Degree in Criminal Justice and recently completed his coursework toward a PhD. in Public Administration. He is a member and past President of the Colorado Association of Chiefs of Police, a member of the FBI National Academy Alumni Association, a member of the International Association of Chiefs of Police, an active member of the Police Executive Research Forum, and has taught Leadership and Strategic Planning classes as an adjunct faculty member at the University of Colorado-Denver.
- **Jim Burack:** 10 years experience as a Police Chief and Town Manager, served as in-house council and national police chief recruiter for the Police Executive Research Forum. Jim holds a BA from Dartmouth College, a Juris Doctorate and a Masters Degree from the University of Colorado. Jim is a graduate of the FBI National Academy and the Senior Management Institute for Police at PERF.

- **John Patterson.** John has over 35 years of municipal government experience. He currently serves as City Manager for the City of Cherry Hills Village. Prior to joining Cherry Hills, John served as the Police Chief in Silverthorne for 5 years. John holds a BA from North Georgia College and a Masters Degree from Georgia State University. John will assist with stakeholder assessment and candidate recruitment.
- **Bob Blanchard.** Bob's experience includes serving as Planning Director for the City of Ft. Collins and Community Development Director for the City of Grand Junction. Bob holds a BA from Washington State University and Graduate Studies at Western Washington University. Bob is past President of the Colorado Chapter, and Secretary/Treasure of the President's Council, of the National Planning Association.
- **Adrienne Kaga.** Adrienne has 23 years experience as an investment banker with Bank of America, holds a Bachelors Degree from Georgetown University and a Masters Degree in Business Administration from Northwestern University. In addition to her international banking experience, Adrienne has worked as a police crime analyst and in the Mesa County Library system.

Our combined experience in consulting work includes the following clients:

City of Durango, Colorado; City of Surprise, Arizona; Town of Johnstown, Colorado; Town of Avon, Colorado; Town of Mancos, Colorado; Town of Estes Park, Colorado (Retreat Facilitation); Greenwood Village, Colorado (Retreat Facilitation); City of Fruita, Colorado; City of San Jacinto, California; Town of Silverthorne, Colorado; City of Aspen, Colorado; City of Littleton, Colorado; City of Menlo Park, California; City of Mountain View, California; Town of La Hara, Colorado; The Colorado State Patrol; University of Southern Colorado; The City of Denver Police Department (Retreat Facilitation); Gainesville, Florida; Trenton, New Jersey; Kansas City, Missouri; Acton, Massachusetts; Front Royal, Virginia; Middleton, Connecticut and Grand Junction, Colorado.

The following scope of services will be provided by The Morrison Group LLC (TMG) to the Town of Avon, CO for a one day Town Council Retreat:

1. **Defining the Process:** TMG consultants will meet one on one with all Town Council Members several weeks prior to the retreat to determine the issues, challenges and opportunities facing the Town Council. The specific agenda for a one day retreat will be developed from the issues identified from the input provided by the Town Council members.
2. **Retreat Facilitation:** TMG consultant's will facilitate a one day retreat for the Avon Town Council, based upon the issues identified during the one on one interviews, discussion sessions may include:

- Identifying the Strengths, Weaknesses, Opportunities and Organizational Threats (SWOT Analysis).
- Reviewing the Mission, Vision and Values of the organization
- Defining the Elected Leadership Model
- Council collaboration, decision-making and problem-solving strategies
- Establishing Council Operational Guidelines
- Identifying and ranking Council goals and priorities for the coming year(s)
- Council relationships with Town Manager, Town Attorney and Judge
- Council relationships with Boards and Commissions
- Council relations with senior staff members
- Conflict resolution
- Public processes and consensus building
- Economic Development
- Strategic Planning

3. Consulting fees: TMG's total fees for all facilitation services **shall not exceed \$1,500** and shall include all TMG expenses.

We are very interested in assisting the Avon town Council both with facilitating a retreat and recruiting and selecting an exceptional new Town Manager.

Sincerely,

Greg Morrison, President
The Morrison Group L.L.C.

EXHIBIT C

Patty McKenny

From: ChiefCOS@aol.com
Sent: Thursday, April 05, 2012 12:44 PM
To: Patty McKenny
Subject: Re: FW: Town of Avon : RFP & RFQ Status:)

Patty,
I just left you a voicemail with the following information.

Appreciate the attempt to accommodate our availability to meet with council but we will be withdrawing our proposal(s). After review of the timeline and our current commitments we think this is best.

We see you have 3 other firms to select from so are comfortable the town will be able to proceed expeditiously. As I mentioned in the voicemail we would recommend to council that they complete the executive search process first and then have the team-building work shop. This will allow the new manager to participate in that process and join council in developing ownership of the outcome.

Best of luck and hope we can be of assistance in the future.

Lorne C. Kramer
Police Chief/City Manager (Ret)
Managing Partner
KRW Associates, LLC
PO Box 61150
Colorado Springs, CO 80960
(719) 310-8960

In a message dated 4/4/2012 2:37:02 P.M. Mountain Daylight Time, PMckenny@avon.org writes:

I wanted to confirm the interview time with you for next week, Tuesday.

I hope this will work, if not, please let me know as soon as possible.

We've got you scheduled for next Tuesday, April 10th to meet with Avon Town Council from 7:15 pm to 8:15 pm (estimated).

AGENDA:

6. UNFINISHED BUSINESS

- a. Interview Firms submitting "Request for Proposals for Town Manager Executive Search & Facilitation Services"
(other firms interviewed during work session)

Lorne Kramer, Fred Rainguet, KRW Associates, LLC (estimated 7:15 pm to 8:15 pm)

We will be conducting 4 interviews (2 during the afternoon meeting and 2 during the evening meeting).

The Morrison Group LLC
Town of Avon, Colorado
Town Manager Executive Search Proposal
March 16, 2012

Ms. Patty McKenny, Assistant Town Manager
Town of Avon
PO Box 975
Avon, CO 81620

Dear Mrs. McKenny,

Thank you for the opportunity to submit a proposal for executive search consulting services. Please accept this proposal from The Morrison Group LLC to the Town of Avon regarding executive recruitment services for a new Town Manager. We are excited by the prospect of again working with the Town of Avon to design a selection process that meets your needs and produces an exceptional pool of highly qualified candidates. With the vibrancy, growth, recreational opportunities and location of Avon on the Western slope, this position offers both an exceptional career opportunity and an extremely high quality of life for your next Town Manager.

1. Firm name, address, telephone number & primary contact

The Morrison Group L.L.C.
P.O. Box 2464 Silverthorne, CO 80498
Contact: Greg Morrison, President
gregm@themorrisongroup.org 970-216-2482
www.themorrisongroup.org

2. Statement of Qualifications

The Morrison Group LLC is comprised of a cadre of current and former public officials who possess extensive public sector experience in Colorado mountain resort communities. We devote our time and energy to providing the highest level of personal service to our clients while conducting public sector executive search services. During each search process, we make ourselves available to both Town officials and potential candidates by telephone, e-mail, and in person to answer questions and to provide assistance and information. We are able to offer exceptional service at extremely reasonable fees by keeping our overhead expenses low and having our clients deal directly with the Group's principals. The Morrison Group LLC conducted the recruitment and selection process for your current Police Chief and we are excited by the opportunity to assist you with your Town Manager search.

The principals of the Morrison Group LLC are uniquely qualified to assist the Town of Avon due to our experience living in, working in and managing Colorado mountain resort communities. Our consultants have the unique qualifications of not only having worked with a number of Colorado mountain resort communities but also having worked extensively with Vail Resorts, The Vail Valley Foundation, the Colorado Department of Transportation, the FIS World Alpine Ski Championships, the Colorado Association of Ski Towns and the Eagle County School District. No other consulting firm understands or has experienced mountain resort town management like the Morrison Group LLC. Successfully recruiting executives to mountain resort communities requires a unique understanding of the lifestyle, culture, weather, personnel issues, development issues and housing challenges associated with resort communities. We possess that unique knowledge and can leverage our experience to assist the Town of Avon.

3. Business Objective and Methodologies

We believe our clients are best served by selecting leaders who represent “a best fit” with the culture, mission, vision and values of the organization. The Morrison Group dedicates itself to first understanding each client’s organizational culture, political climate and community needs before designing a Town Manager selection process. It is our standard practice to conduct a community assessment in each of our executive search processes. We then design a unique process to recruit and select candidates who are the best match for both the organization and the community. This cannot be achieved with a cookie cutter, one size fits all, approach to executive selection. Rather, we will design a process tailored to your needs, and we then use our extensive network of public sector contacts to identify potential candidates for your Town Manager position. In many cases, the best candidates may not be actively looking for new positions and may need to be actively recruited.

4. Company Background

The Morrison Group LLC was founded in 2005 by Greg Morrison. Morrison was formerly a partner in the consulting firm of Ranguet-Morrison Associates. The Morrison Group LLC consultant’s have successfully conducted public sector recruitment and selection processes for municipalities in Arizona, Colorado, California, Connecticut, Florida, Massachusetts, Missouri, New Jersey and Virginia. Our consultants are active, current members of state and national public sector leadership associations giving us access to a vibrant base of executives from which to recruit your next manager

5. Key Personnel Assigned

Greg Morrison. Greg brings 34 years of Colorado public sector experience, including 14 years as Police Chief in three Colorado western slope communities, to your search process. Greg holds a BA Degree in Political Science and a Master’s Degree in Criminal Justice from the University of Colorado. He recently completed the coursework for his PhD. in Public Administration and is currently writing his dissertation. Greg served as the Police Chief in Silverthorne from 1992 – 1995, the Police Chief in Vail from 1995-2001,

lived in Avon (Wildridge) and served as the Security Chairman for the 1999 World Alpine ski Championships. He attended the 1997 World Alpine Ski Championships in Sestriere, Italy and the 2001 Championships in St. Anton, Austria as part of the delegations representing Beaver Creek/Vail. Greg has taught graduate level Leadership and Strategic Planning classes in the School of Public Affairs at the University of Colorado-Denver and the University of Colorado- Colorado Springs. He has worked for Vail Resorts as a part-time ski instructor. Greg has conducted numerous Town Manager and Police Chief recruitment processes in Colorado, Arizona and California. He will lead the recruitment team and have overall responsibility for the project.

Jim Burack. Jim's 20 year public sector career includes 10 years experience as a Town Manager and Police Chief. Jim served as in-house council and national recruiter for the Police Executive Research Forum, a Washington DC police executive association. Jim holds a BA from Dartmouth College, and a Masters Degree and a Juris Doctorate from the University of Colorado. Jim previously lived Eagle County, worked for Vail Resorts as a ski instructor and volunteered on the Security Committee for the 1999 World Alpine Ski Championships. Jim's executive search clients include Gainesville, FL; Trenton, NJ; Kansas City, MO; Acton, MA; Front Royal, VA; Middletown, CN and Grand Junction, CO. Jim a full Colonel is the U.S. Marine Corps Reserve and served tours in Bosnia, Kosovo and Iraq. He will assist with stakeholder assessment and candidate recruitment.

Ann M. Clement PhD: Dr. Clement worked in public education for more than 30 years including serving as an elementary school principal in Breckenridge and Special Education Director for the Mountain BOCES, overseeing special education programs in the Eagle County School District. Ann holds a BS from Colorado State University and a Masters and a PhD from the University of Colorado. She currently lives in Summit County. Ann will assist with candidate recruitment and stakeholder assessment.

John Patterson. John has over 35 years of municipal government experience. He currently serves as City Manager for the City of Cherry Hills Village. Prior to joining Cherry Hills, John served as the Police Chief in Silverthorne for 5 years. John holds a BA from North Georgia College and a Masters Degree from Georgia State University. John will assist with stakeholder assessment and candidate recruitment.

Adrienne Kaga. Adrienne has 23 years experience as an investment banker with Bank of America. She holds a Bachelors Degree from Georgetown University and a Masters Degree in Business Administration from Northwestern University. In addition to her international banking experience, Adrienne has worked as a municipal government analyst and for a Western slope county library system. She speaks a number of languages including Spanish and Portuguese. Adrienne will assist with stakeholder assessment.

Maria Martinez. A native of Guatemala, Maria works as a para-professional with the Summit County School District. Maria may assist with community engagement and stakeholder assessment as a Spanish interpreter.

6. Client List

Our experience in consulting work includes the following clients:

Town of Silverthorne, Colorado	Executive Search: Town Manager & Police Chief
City of San Jacinto, California	Executive Search: City Manager & Police Chief
City of Surprise, Arizona	Executive Search: Police Chief
Town of Johnstown, Colorado	Executive Search: Police Chief
Town of Avon, Colorado	Executive Search: Police Chief
City of Cherry Hills Village, CO	Executive Search: Police Chief
Town of Mancos, Colorado	Executive Search: Police Chief, Interim Chief
Town of Estes Park, Colorado	Executive Search: Police Chief
City of Fruita, Colorado	Executive Search: Police Chief
City of Durango, Colorado	Three Promotional Assessment Centers
City of Denver, Colorado	Police Department Electronic Bureau Retreat
City of Aspen, Colorado	Promotional Assessment Center
City of Littleton, Colorado	Management Position Review
City of Menlo Park, California	Promotional Assessment Centers
City of Mountain View, California	Promotional Assessment Center
Town of La Hara, Colorado	Police Department Organizational Assessment
Colorado State Patrol	Promotional Assessment Centers
University of Southern Colorado	Police Department Organizational Review
Greenwood Village, Colorado	Police IA Investigations/ Command Staff Retreat

7. Timeline

The following timeline is a suggestion only. The schedule can easily be adjusted to meet the needs of the Town of Avon Council, either forward or backward.

Proposal due	March 1
Presentation to Council	March 27
Finalize contract	April 6
Recruitment period/stakeholder assessment	April 6- May 4
Screen resumes	May 4- May 11
Interview process	Week of June 4th
Background investigation/possible site visit	Week of June 18

8. Professional References

- 1) Mark Coronado, City of Surprise, Arizona, 623-222-2000
Director of Community and Recreation Services (former Acting City Manager)
- 2) Roy Lauricello, Town Manager Town of Johnstown, Colorado, 970-587-4664
- 3) Patrick Williams, Former Mayor, City of San Jacinto, CA 760- 329-6411 x299

9. Placement Success Rates

Silverthorne Town Manager	14 years (still employed)
Fruita Police Chief	11 years (still employed)
Estes Park Police Chief	8 years, now Asst. Town Manager
Town of Mancos Police Chief	5 years
San Jacinto, CA City Manager	4 years
Avon Police Chief	2 years (still employed)
Surprise, AZ Police Chief	1 years (still employed)

10. Scope of Work Summary Related to Deliverables

The following deliverables will be provided by The Morrison Group LLC (TMG) to the Town of Avon, CO for a Town Manager executive search for a base rate of \$9,500:

- a) **Defining the Process:** TMG will coordinate with the Town of Avon Council to develop the recruitment and selection processes, developing a community profile, developing a marketing strategy and finalizing a timeline for the hiring of a new Town Manager.
- b) **Community Assessment:** TMG will develop profiles of the community and the successful Avon Town Manger candidate. One on one interviews with Town Council members and senior management staff will be conducted. TMG will facilitate two community and/or staff focus groups if requested, participants to be identified by the Town Council. Bi-lingual interviews and focus groups are available. The candidate and community profiles will be developed based upon a thorough review of the job description and community information, discussions with the Town Council, senior leadership staff and focus group participants. The candidate profile shall include defining the successful candidate's education, experience, personal traits, desired expertise and core leadership philosophies.
- c) **Recruitment:** TMG will conduct a recruitment campaign, including placing advertisements and distributing position announcement notices, recruiting nationally but focusing recruitment strategies in Colorado and the Western United States. TMG will to respond to all e-mails, phone calls and mailed inquires from potential candidates.
- d) **Screening resumes:** TMG will receive, review and screen all resumes, then present the top candidates to the Avon Town Council. TMG will evaluate the semi-final candidates with the Town Council and develop a short list of most qualified finalists. TMG will conduct preliminary telephone interviews with potential finalists screening for integrity, financial and sensitive performance issues, and report findings to the Town Council. TMG will coordinate the selection of a short list of final candidates with the Town Council.

- e) TMG will develop an interview schedule and coordinate the schedule with finalists. All communication with finalists shall be performed by the Morrison Group, with the exception of candidate travel arrangements and candidate travel expense reimbursement, if any, which will be handled by designated Avon staff. All communication with applicants not selected as finalists shall be performed by TMG.
- f) **Interview Process** –TMG will develop an interview process, potentially including community receptions, candidate briefings, Town tours, and interview questions and scoring dimensions, for up to three interview panels. TMG will facilitate a panel interview feedback system to provide the Town Council with the observations and comments from the panel members. TMG will provide the interview panels with pre-interview training and all evaluation materials. TMG will facilitate the interview process, including briefing and debriefing the interview panels. While TMG will provide the Town Council with copies of all materials used, the materials remain the intellectual property of The Morrison Group LLC.
- g) **Site visit to candidate's current organization:** TMG will accompany an on-site assessment team, comprised of Avon Town Council members and staff or community members selected by the Council, and assist with one on-site evaluation of the final candidate. Reasonable reimbursable travel expenses (airfare, hotel, meals, mileage) shall be billed to the Town by TMG.
- h) **Background Investigation:** The Morrison Group LLC is experienced in conducting extensive on-site background investigations of final candidates. An on-site background investigation will be conducted by interviewing supervisors, peers and subordinates, as well as reviewing personnel files and performance reviews. TMG will facilitate the final candidate signing all necessary waivers to examine employment records.
- i) **Consulting fees:** TMG's fees for the above listed services **shall not exceed \$9,500** (not including reimbursable TMG travel expenses for one on-site background investigation). TMG will invoice Town of Avon upon completion of the selection process.

Scope of Work Summary

Deliverables	1. Timeline	2. Assigned Personnel	3. Hourly Rate	4. Estimated Hours	5. Estimated Cost
Presentation to Council	3/27	Morrison, Burack, Patterson			Included
Finalize Contract	4/6	Morrison			
A. On-site Orientation Meetings					
Develop Community Profile	4/13	Morrison, Martinez, Burack, Patterson			Included
Develop Candidate Profile	4/20	Morrison, Burack, Patterson, Kaga			Included
Develop Marketing Strategy	4/13	Morrison, Burack, Patterson			Included
Develop & Confirm Interview Process Format	4/24	Morrison, Burack, Patterson			Included
B. On-site Meeting to Select Final Candidates to Interview					
Recruit Candidates	4/6 – 5/4	Morrison, Burack, Patterson, Clement			Included
Accept & Tabulate Resumes	4/6 – 5/11	Morrison, Kaga			Included
Present & Review All Candidates Materials	5/22	Morrison, Burack, Patterson			Included
Assist in Selection of Candidates to Interview	5/22	Morrison, Burack, Patterson			Included
Assist in Coordinating and Facilitating Interview Day	6/4	Morrison, Burack, Patterson			Included

Conduct Background Checks	6/11	Morrison, Burack, Patterson					Actual travel billed separately
C. On-site Interviews							
Facilitation of Interview Process	6/4						Included
D. Negotiations and Hiring							
Assist with Employment Negotiations	6/8						Included
Conduct Compensation Package Review	6/8						Included
Complete Reference Checks	6/11						Included
Reimbursable Expenses (reimbursable expenses related to travel, lodging, mileage)							
6. Overall Cost for Scope of Work							NTE \$9,500

11. Additional or Alternate Deliverables

The Morrison Group LLC does not bill by the hour. We contract our services on a flat rate fee per scope of service provided. Based in Silverthorne, the TMG is available to meet with Town Council members on a regular basis, and whenever requested to do so, and provide briefings on the progress of the recruitment process. All TMG expenses, except travel for background investigation, are included.

Sincerely,

Greg Morrison, President
The Morrison Group LLC