



Agenda

Town Council Regular Meeting | 5:30 PM

Wednesday, July 16, 2025

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/84107705331>

Zoom Call-In Information: 1 651 372 8299 or 1 301 715 8592 **Webinar ID:** 841 0770 5331

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 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 and 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.

A. 07-08-2025 Minutes

B. Resolution 30 - Series 2025, A Resolution Adopting the ERFDP Updated Impact Fee Schedule

C. Liquor License - Change of Corporate Status, Minturn Mile Liquors

D. 532 Main Street - Changes to Approved Plans

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 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.

A. Public Comment

7. Council and Committee Reports

8. Staff Reports

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 listed under Business Items may be old or new and may require review or action by the Council.

A. Acceptance of the FY2024 Audit - Motion Required (Brunvand)

B. Resolution 31 - Series 2025, A Resolution Accepting the Construction Management Agreement for the Main St. (US 24) Pedestrian Improvements. (Spanel)

C. Ordinance 06 - Series 2025 (First Reading), An Ordinance Authorizing the Renewal of an Updated Xcel Energy Franchise Agreement (Sawyer)

11. Discussion / Direction Items

12. Future Agenda Items

A. Future Meeting Topics

13. Adjourn

Information Only Items

Upcoming Council Meetings: 8/6/25, 8/20/25, 9/3/25, 9/17/25. Town Hall Closed 9/1 for Labor Day holiday. Upcoming Special Events: August First Friday (8/1) at The Bunkhouse.



OFFICIAL MINUTES

Town Council Regular Meeting | 5:30 PM

Tuesday, July 8, 2025

Town Hall / Council Chambers - 302 Pine St Minturn, CO

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Meeting Access Information and Public Participation:

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Zoom Call-In Information: 1 651 372 8299 or 1 301 715 8592 **Webinar ID:** 870 6301 4773

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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 4:30pm.

2. Roll Call and Pledge of Allegiance

Council present: Mayor Earle Bidez, Mayor Pro Tem Eric Gotthelf, Town Council members Lynn Feiger, Gusty Kanakis, Tom Priest, and Brian Rodine. Note: Kate Schifani was absent Tom P. arrived at 5pm.

Staff present: Town Attorney Mike Sawyer, Town Manager Rob Gutierrez.

3. 4:30 PM Executive Session

A. Highlands Parcels Valuation

- i) Executive Session pursuant to C.R.S. 24-6-402(4)(e) Determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators.

Motion by Gusty K., second by Eric G., to convene in Executive Session pursuant to C.R.S. 24-6-402(4)(e) Determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators. Motion passed 7-0.

The Council convened in regular session at 5:35pm.

Those present included Mayor Earle Bidez, Mayor Pro Tem Eric Gotthelf, Town Council members Lynn Feiger, Gusty Kanakis, Tom Priest, and Brian Rodine. Note: Kate Schifani was excused absent.

Staff present: Town Attorney Mike Sawyer, Town Manager Rob Gutierrez, and Town Clerk/Treasurer Jay Brunvand (zoom).

4. 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.

- A.** 06-18-2025 Minutes
- B.** Liquor License Temporary Permit - Minturn Mile Liquors
- C.** 302 Main Street - Addition to a Single Family Residence
- D.** 0020-0022 Abby Road - New Duplex Residence
- E.** Resolution 28 - Series 2025 A Resolution Appointing Check Signers

Motion by Gusty K., second by Eric G., to approve the Consent Agenda of July 8, 2025. Motion passed 5-0. Note: Kate Schifani was excused absent and Lynn F. stood recused due to a conflict of interest.

5. Approval of Regular Agenda

Opportunity for amendment or deletions to the agenda.

Add Discussion/Direction on the Highlands Parcel

Motion by Eric G., second by Gusty K., to approve the Agenda of July 8, 2025 as amended. Motion passed 6-0.

6. Declaration of Conflicts of Interest

7. 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 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.

Eric G. attended and updated on a Climate Action committee he attended.

Earle B. noted the Independence Day Parade for their golfcart entry.

8. Council and Committee Reports

9. Staff Reports

10. Special Presentations

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

11. Business Items

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

A. Resolution 26 - Series 2025, A Resolution Awarding the US Hwy 24 Improvements Contract for Phase 2 Sidewalks

Staff has received a qualified bid from Phoenix Industries LTD and Notice to Proceed from CDOT is requesting approval of Resolution 26-2025 awarding a construction contract for pedestrian improvements in the Phase II section of Hwy 24 in the amount of \$1,198,937.04 and is asking Council to approve this Resolution as presented.

Motion by Eric G., second by Gusty K., to approve Resolution 26 - Series 2025, A Resolution Awarding the US Hwy 24 Improvements Contract for Phase 2 Sidewalks

B. Resolution 27 - Series 2025, A Resolution Awarding the Contract for North Main St. and Cemetery Crossing Safety Improvements

Jeff S. presented. This Resolution approves and accepts the bid from 360 Civil Inc to construct and install the crosswalk and pedestrian signage at Cemetery Road and the North Main Street work between the intersection of Main and RR Ave (Saloon stop sign) and approximately the railroad tracks. By bidding these two projects together the town was able to save money.

- Cemetery Road Crossing: Original Bid: \$72,000.00. Revised Bid: \$59,500.00 Budget: \$55,000.00
- Main Street: Original Bid: \$423,134.00 Revised: 360 Civil \$276,501.00 Strategic Fence \$ 24,235.00 Revised Total Bid: \$300,736.00 Budget: \$332,000.00

Motion by Tom P., second by Lynn F., to approve Resolution 27 - Series 2025, A Resolution Awarding the Contract for North Main St. and Cemetery Crossing Safety Improvements as presented.

C. Resolution 29 - Series 2025, A Resolution for Selection of an Ultrafiltration Membrane Supplier for Minturn WTP

Water Engineer Jarod Limke was on zoom to present. On behalf of the Town of Minturn, HDR published a Request for Proposals (RFP) via Bidnet on May 16, 2025. The RFP solicited proposals from qualified manufacturers or suppliers of ultrafiltration membrane systems to provide detailed design documents to be used as the basis of the concurrent water treatment plant design project. Further, membrane system suppliers were to provide a firm with a fixed price for supply of their equipment that is intended to be purchased by a yet to be awarded general contractor. The proposing period closed June 20, 2025, and four proposals were received. HDR evaluated each proposal with respect to the weighted evaluation criteria identified in the RFP. The engineering recommendation is to proceed with MEMCOR.

Evaluation Criteria	Criteria Weight	FACT Water	MEMCOR	WesTech	Wigen
Suppliers demonstrated experience with similar projects in the Mountain and Pacific Time Zones	30%	7.5	30.0	15.0	30.0
Supplier equipment ability to fit within the proposed process area and meet the performance requirements	25%	15.0	22.5	16.9	16.3
Suppliers completeness of proposal and proposal forms	10%	5.0	10.0	7.5	7.5
Reasonableness of price proposal based on a comparison of prices among competing offerors and other available information	35%	21.0	21.0	35.0	28.0
Total Score (Maximum of 50)	100%	48.5	83.5	74.4	81.8
Proposal Pricing					
Submittals / Shop Drawings		\$75,000	\$95,600	\$68,700	\$95,000
Total (Inc'l Submittals)		\$1,405,229	\$1,390,100	\$694,214	\$1,062,000

Lynn F. asked about the \$700,000 price variance between the RFP's; Jarod L. detailed. Discussion ensued as to the scoring process between the recommendation, MEMCORE, and the low bidder, WesTech, and the need to look to save on costs. Lynn F. asked for references on one of the RFPs.

Tom P. noted two lesser bids are \$300K-\$700K below MEMCORE.

Earle B. expressed concern that going with the lowest bid on a water plant does not seem to be in our best interest.

Gusty K. noted that this is the bid our engineer and our plant operator support.

Mike S. noted these are fixed price bids and include future support and long-term use of the product and their respective firms. In the event we cannot afford to move forward, we would be able to hold the engineering and then go to build at a near term deadline (a year or so). In short, we complete the engineering to a specific level and move forward with the hardgoods at a later date.

Motion by Tom P., second by Brian R., to approve Resolution 29 - Series 2025, A Resolution for Selection of an Ultrafiltration Membrane Supplier for Minturn WTP as presented. Motion passed 6-0.

Jarod L. noted the schedule is on track and we are looking forward to 90% drawings for September.

12. Discussion / Direction Items

A. Highlands Parcels RFP Process

The Town of Minturn, Colorado ("Town") is seeking proposals from qualified organizations, individuals, and developers for the purchase conservation and/or conservation style development of two adjacent Town-owned parcels located off Notch Mountain Road, approximately one-quarter mile west of U.S. Highway 24 in Minturn, Colorado. Through this Request for Proposals (RFP), the Town aims to identify a purchaser whose vision, experience, and capacity align with the Town's goals for thoughtful land use, land conservation, habitat protection, and long-term community benefit.

Lynn F. felt this was the most expensive piece of land we have.

Rob G. stated we would like a subcommittee to work with staff to interview potential brokers then come back in August for approval. This would dovetail into an RFP process that would include our wants (open space, conservation, cash to the town, etc.).

Direction given was to proceed with the RFP process and Lynn F and Tom P. will be on the committee with staff.

B. Municipal Advisor Discussion - Next Steps

Rob G. noted he has five interested parties. He would like a subgroup to interview and then appoint in August. They would assist with water plant funding. They have a fiduciary duty to us to allow us to make the best decisions.

Direction was to proceed with interviews and to bring forth an agreement.

C. Taylor St. Repaving Next Steps

Note: this item was taken up as item "A"

The Council raised several questions regarding the estimated cost and feasibility of several options to the Taylor Avenue reconstruction project at the June 4, 2025, Town Council meeting. Please note the following estimated costs were prepared without detailed engineering or contractor input and need to be used with caution as they represent only a Rough Order of Magnitude (ROM):

Executive Summary:

Estimated cost to reconstruct Taylor Ave.:

- Reconstruct roadway in place \$850,000
- Adding 4-foot-wide concrete pan increases the cost \$190,000: \$1,040,000
- Adding 4 foot wide asphalt drainage increases the cost \$110,000: \$960,000

Delete pavement reconstruction from Lions Lane to Minturn Road:

- Savings for deleting the serviceable portion of Taylor from the project: \$85,000

Improve the Taylor Avenue/Minturn Road Intersection:

- Reroute Taylor through Town Tract C: Not recommended.
- Add pedestrian island at intersection: \$32,000

Remove “Hump” in Taylor:

- Regrade Taylor to remove “hump” in road: Not recommended.
- Add fill to reduce the grade above Lions Lane: \$50,000

Add speed dips (4 @ \$5,000 each) \$20,000

Reconstruct Minturn Road from Taylor Avenue to Railroad Crossing: \$320,000

Action Item:

Provide direction for the alternatives to be included in the design of the Taylor Avenue reconstruction.

Tom P. commented that it might be prudent to hold off this year, reassess the funding and the plans, reevaluate the desires of the neighborhood, and then proceed.

Discussion ensued as to how to address the other road concerns including the steepness, the Taylor/Minturn Rd intersection, and addressing the “hump” in the road.

Earle B. recommended moving forward with our current plan and then address the other issues later.

Direction was to reconstruct from Lions Lane to the top of Taylor St, then delete the Lions Lane to Minturn Rd, add dips in appropriate locations on Taylor St.

13. Future Agenda Items

A. Future Meeting Topics

Xcel franchise

14. Adjourn

Motion by Eric G., second by Brian R, to adjourn the meeting at 7:37pm.

Earle Bidez, Mayor

ATTEST:

Jay Brunvand, Town Clerk

Future Meetings:

- July 16, 2025 – Council Meeting
- August 6, 2025 – Council Meeting
- August 20, 2025 – Council Meeting
- September 3, 2025 – Council Meeting

Information Only Items

- 6/19 AND 6/24 - ZONING UPDATE OPEN HOUSES



To: Mayor and Council
From: Jay Brunvand
Date: July 16, 2025
Agenda Item: Resolution 30 – Series 2025 Amend and Restate IGA with ERFDP

REQUEST:

Staff is requesting the Council to approve Resolution 29 – Series 2025 Adopting the Minturn Employee Manual.

INTRODUCTION:

The Town has been a longstanding member of the Eagle River Fire Protection District and associated Intergovernmental Agreement. Periodically ERFDP amends the IGA to address modified features. In this case, ERFDP has revised the way they calculate the Fire District Impact Fee schedule.

ANALYSIS:

The proposed amendment makes changes to how the Fire Impact Fees are calculated for both residential and commercial properties. In truth, the calculation changes result in costs increasing about \$5 in some cases for residential properties. Essentially, the cost remained the same but the process changed.

COMMUNITY INPUT:

N/A

BUDGET / STAFF IMPACT:

N/A

STRATEGIC PLAN ALIGNMENT:

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

RECOMMENDED ACTION OR PROPOSED MOTION:

This Resolution is approved on the Consent Agenda and no separate motion is required

ATTACHMENTS:

- Resolution 30 - Series 2025 and documents

**TOWN OF MINTURN
RESOLUTION NO. 30 – SERIES OF 2025**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
MINTURN, COLORADO, AUTHORIZING THE TOWN MANAGER TO
EXECUTE AN AMENDED AND RESTATED INTERGOVERNMENTAL
AGREEMENT CONCERNING THE COLLECTION, PAYMENT, AND
USE OF FIRE DISTRICT IMPACT FEES BETWEEN THE EAGLE RIVER
FIRE PROTECTION DISTRICT AND THE TOWN OF MINUTRN,
COLORADO**

WHEREAS, the Town of Minturn, in the County of Eagle and State of Colorado (the “Town”), is a home rule municipal corporation duly organized and existing under laws of the State of Colorado (the “State”) and the Town Charter (the “Charter”); and

WHEREAS, the Eagle River Fire Protection District, County of Eagle, in the State of Colorado (the “District”), is a body corporate and politic existing under the laws of the State; and

WHEREAS, the Town, as a member of the District, receives fire mitigation services; and

WHEREAS, the Minturn Town Council finds and declares that it is in the best interest of the public health, safety, and welfare for the Town to enter into an agreement with the District to approve the attached Amended and Restated continue its provision of fire and wildfire mitigation services through the District within the Town.

NOW, THEREFORE, IT IS RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MINTURN AS FOLLOWS:

1. The foregoing recitals are incorporated herein as if set forth in full.
2. The Mayor or his designee is authorized to sign and execute the IGA on behalf of the Town of Minturn.

INTRODUCED, READ, APPROVED AND ADOPTED this 16th day of July, 2025

EARLE BIDEZ, MAYOR

ATTESTS:

JAY BRUNVAND, CLERK

**AMENDED AND RESTATED INTERGOVERNMENTAL
AGREEMENT BETWEEN THE TOWN OF MINTURN,
COLORADO AND THE EAGLE RIVER FIRE PROTECTION
DISTRICT, CONCERNING THE COLLECTION, PAYMENT AND
USE OF FIRE DISTRICT IMPACT FEES**

This Amended and Restated Intergovernmental Agreement concerning the Collection, Payment, and Use of Fire District Impact Fees (the "Amended and Restated Agreement") is entered into by and between the Town of Minturn, Colorado ("Town"), a home-rule municipality duly organized under the laws of the State of Colorado, and the Eagle River Fire Protection District ("District"), a quasi-municipal corporation and political subdivision of the State of Colorado, individually referred to as Party and collectively as Parties.

RECITALS

WHEREAS, the Town of Minturn, Colorado, ("Town") is a home rule municipality duly organized and existing under Article XX of the Colorado Constitution and the Town of Minturn Home Rule Charter of April 6, 1982 ("Charter"); and

WHEREAS, the District is a quasi-municipal government and political subdivision of the State of Colorado operating pursuant to Article 1, Title 32, C.R.S., to provide prevention and extinguishment of fire, protection of life and property from fire, enforcement of fire prevention codes, hazardous materials response, and other emergency services authorized by statute or typically provided by a public fire department (collectively, "Emergency Services") within the Town; and

WHEREAS, Article XIV, Section 18 of the Colorado Constitution and Sections 29-1-203 and 29-1-203.5, *et seq.*, Colorado Revised Statutes, encourage governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting among themselves, including forming a political subdivision to provide any public improvements, functions, services, or facilities that the governments can each provide individually; and

WHEREAS, pursuant to Ordinance No. 2 — Series 2009, the Town Council adopted amendments to the *Minturn Municipal Code* which provide for Fire District Impact Fees imposed on development which generates a need for additional fire protection and emergency medical services capital facilities ("Town Impact Fee Ordinance"); and

WHEREAS, the Town and District originally executed the Intergovernmental Agreement concerning the Collection, Payment, and Use of Emergency Service Impact Fees ("Agreement") with an effective date of March 4, 2008, imposing and collecting fire protection and emergency medical services impact fees to provide for the joint and

cooperative funding of expenditures by the Parties on capital facilities needed for the District to provide fire protection and emergency medical services to new developments occurring within the Town; and

WHEREAS, Colorado Senate Bill 24-194 amended Section 32-1-1002(1)(d.5)(I), C.R.S., to allow fire protection districts to directly impose an impact fee on the construction of new buildings, structures, facilities, and improvements; and

WHEREAS, the District commissioned an updated 2024 Development Impact Fee Study, which was completed on December 9, 2024, and prepared by TischlerBise, Inc., (the “2024 Development Impact Fee Study”), and which evaluates impact fees based on the square footage of the developments instead of by water meter size; and

WHEREAS, on March 20, 2025, by Resolution, attached hereto as Exhibit A, the District’s Board of Directors adopted an updated impact fee schedule, as set forth on Exhibit B (the “Fire Impact Fee”); and

WHEREAS, the Parties desire to amend and restate the Agreement in order to incorporate the Fire Impact Fees, incorporate changes based on Senate Bill 24-194, and provide for automatic annual increases beginning January 1, 2026, based on the percentage increases in the Consumer Price Index.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties hereto as follows:

AGREEMENT

Section 1. Purpose. The purpose of this Amended and Restated Agreement is to provide a mechanism for the Town to collect and remit Fire District Impact Fees to the District.

Section 2. Imposition and Collection of Fire District Impact Fees.

2.1 The Town Planning Department shall disclose the obligation to pay the Fire District Impact Fee to development applicants at the time of application. Any developer requesting a development approval shall be subject to paying the Fire District Impact Fees as a condition of development approval. The obligation to pay such impact fees shall run with the land and shall be paid at the time the building permit is issued.

2.2 The Town shall not issue a building permit for a property within a development subject to the Fire District Impact Fee until the applicant has furnished proof of payment.

2.3 The Fire District Impact Fees will automatically increase annually beginning January 1, 2026 (or as soon thereafter as data is available) based on the percentage increases of the United States Bureau of Labor Statistics Consumer Price Index for Denver-Aurora-Lakewood for the prior 12 months.

Section 3. Administration and Expenditure of Fire District Impact Fee Revenues.

3.1 The Town will transfer Fire District Impact Fees to the District within sixty (60) days following receipt of such funds. The Town may withhold six percent (6%) of the collected Fire District Impact Fee as an administrative fee to offset the Town's costs of collection.

3.2 Upon receipt, the District shall deposit all Fire District Impact Fees in an interest-bearing account identifying the lot, development activity and development approval for which the impact fee was collected and the associated category, account, or fund of capital expenditure for which such impact fee was imposed. Any interest or other income earned on money deposited in the interest-bearing account shall be credited to the account.

3.3 The District shall use the Fire District Impact Fees to jointly fund, in combination with District funds, the capital facilities necessary to provide the Emergency Services needed to serve future development, as contemplated by the 2024 Development Impact Fee Study, or any updated, amended or replacement analysis adopted by the Town or District.

3.4 The District may only utilize the Fire District Impact Fee revenues for planning, preliminary architectural and engineering services, architectural and engineering design studies, land surveys, land acquisition, site improvements and off-site improvements associated with new or expanded facilities; the construction of buildings and other facilities; and the purchase of apparatus and equipment, including communications equipment, with an average useable life of at least five (5) years. No Fire District Impact Fees shall be used for periodic or routine maintenance of facilities and equipment, personnel costs, or operational expenses, or any purpose not otherwise authorized by Section 29-20-104.5, C.R.S.

3.5 In the event bonds or similar debt instruments are used to fund Emergency Service Capital Improvements necessary to provide Emergency Services to a development within the Town prior to collecting the Fire District Impact Fees associated with the development as herein provided, once collected, the impact fees may be used to pay debt service on such bonds or similar debt instruments, or to reimburse the District for capital expenditures which have been made for Eligible Capital Facilities and Expenditures at any time after the date of the Agreement.

3.6 The District shall account for all Fire District Impact Fees collected pursuant to this Amended and Restated Agreement in the manner required by Sections 29-1-801, *et seq.*, C.R.S., and other applicable law.

3.7 Upon request, the District shall provide the Town with a copy of its annual audit report of its collection, administration, and expenditure of Fire District Impact Fees and a copy of its annual budget detailing revenues and expenditures of Fire District Impact Fees.

3.8 The District shall have sole ownership of all capital facilities funded by the Fire District Impact Fees. The Town shall have no interest in any of the capital facilities funded in whole or part by Fire District Impact Fees collected within or related to the Town.

Section 4. Indemnification. To the extent permitted by law, the District shall indemnify, defend, and hold the Town and its officers, agents, and employees harmless from and against any and all claims or liability arising from the Town's adoption or implementation of this Amended and Restated Agreement. Specifically, this indemnification shall include, but is not limited to, any legal action by any party contesting the adoption or implementation of this Amended and Restated Agreement on the grounds of procedural irregularity, unconstitutionality, lack of authority, breach of contract, preemption by State law, or any other grounds. Such indemnification by the District as provided in this Section shall include all costs, attorneys' fees, expenses, and liabilities incurred in the defense of any claim or any action or proceeding brought on any such claim.

Section 5. Governmental Immunity. Notwithstanding any provision in the Amended and Restated Agreement, the District and Town are relying on and do not waive or intend to waive by any provision of this Amended and Restated Agreement, the monetary limitations or any other rights, immunities, defenses, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to the District and Town or its officers or employees.

Section 6. Liability. Any other provisions of this Amended and Restated Agreement notwithstanding, if the Town is required to refund any Fire District Impact Fee, the District shall reimburse the Town for the required refund if the monies related to such refunded impact fee had been remitted by the Town to the District. In the event the Town is named as a party in any legal action related to this Amended and Restated Agreement and the Town's collection of the Fire District Impact Fees, in consultation with the Town and subject to the Town's approval, the District shall select legal counsel to represent the Town in such action. Such action shall be vigorously defended against, the Town shall be consulted as to all significant decisions involved in the action, and the action shall not be compromised or settled without the Town's consent, which consent shall not be unreasonably withheld. The District's liability shall be limited to those amounts not covered by the insurance carried by the Town and those amounts of Fire District Impact

Fees remitted from the Town to the District. Under no circumstances shall the District be liable to the Town for special, punitive, indirect, or consequential damages suffered by the Town arising out of or in connection with the Amended and Restated Agreement or any lawsuit brought under this Section.

Section 7 **Term of Agreement.**

7.1 The Parties have determined that this Amended and Restated Agreement, along with all of its terms, conditions, and Exhibits, shall go into effect as of July __, 2025, once approved by all Parties.

7.2 Either Party may terminate this Amended and Restated Agreement with or without cause by providing written notice at least ninety (90) days prior to the effective date of withdrawal. The effective date of withdrawal shall be December 31 of the applicable year. The withdrawal of either Party shall terminate this Agreement. This Agreement may also be terminated at any time by written mutual agreement of the Parties.

Section 8. **Enforcement.** This Amended and Restated Agreement and the terms and provisions hereof may be enforced by either Party hereto and their successors and assigns. In the event legal or administrative proceedings are brought against any Party for the purpose of such enforcement, the prevailing Party shall recover from the non-prevailing Party all costs associated therewith, including but not limited to reasonable attorney's fees.

Section 9. **Notices.**

9.1 All notices that may be required or given pursuant to this Agreement by a Party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States first class mail, postage prepaid, and addressed as follows:

DISTRICT
Eagle River Fire Protection District
Post Office Box 7980
Avon, Colorado 81620-7980

TOWN OF MINTURN
Town Administrator
Town of Minturn
P.O. Box 309
Minturn, Colorado 81645

9.2 The address to which any notice or other writing may be given to any Party as above provided may be changed by written notice given by such party as above provided.

Section 10. **Miscellaneous Provisions.**

10.1 This Agreement is expressly conditioned upon the continuance in force of the Town Impact Fee Ordinance. In the event the Town Impact Fee Ordinance is repealed or amended in a manner that is inconsistent with the terms of this Agreement, this Agreement shall terminate.

10.2 This Amended and Restated Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties.

10.3 No waiver of any of the provisions of this Agreement shall be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

10.4 This Amended and Restated Agreement constitutes the entire agreement between the Parties regarding the subject matter thereof and shall be binding upon the Parties, their officers, employees, agents, and assigns, and may not be assigned by any Party without the express written consent of the other Party.

10.5 In the event that any of the terms or conditions of this Amended and Restated Agreement or their application shall be held invalid as to any person, entity, or circumstance by any court having competent jurisdiction, the remainder of this Amended and Restated Agreement and the application in effect of its terms or conditions to such persons, entities, or circumstances shall not be affected thereby and this Amended and Restated Agreement shall be interpreted as if such invalid term or condition is not contained herein.

10.6 By execution of this Amended and Restated Agreement, the undersigned each individually represent that he or she is duly authorized to execute and deliver this Amended and Restated Agreement and that the subject Party shall be bound by the signatory's execution of this Amended and Restated Agreement.

10.7 The Parties to this Amended and Restated Agreement do not intend to benefit any person not a party to this Amended and Restated Agreement. No person or entity, other than the Parties to this Amended and Restated Agreement, shall have any right, legal or equitable, to enforce any provision of this Amended and Restated Agreement.

10.8 The laws of the State of Colorado, without regard to Colorado laws regarding conflicts of law, shall govern the construction, interpretation, execution and enforcement of this Amended and Restated Agreement. Venue for any dispute arising out of or relating to the Agreement shall be in the State of Colorado District Court for Eagle County.

10.9 The section headings in this Amended and Restated Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of any part of this Amended and Restated Agreement.

10.10 This Amended and Restated Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and

IN WITNESS WHEREOF, the Parties have executed this Amended and Restated Agreement the day and year first written above.

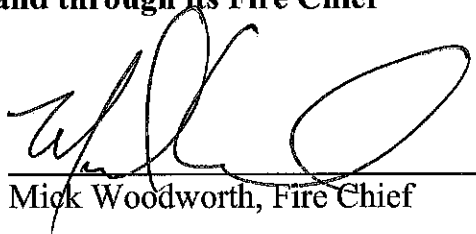
**TOWN OF MINTURN, COLORADO, by
and through its Town Council**

By: _____
Earle Bidez, Mayor

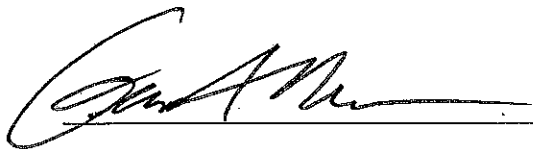
Attest:

Jay Brunvand, Town Clerk

**EAGLE RIVER FIRE PROTECTION
DISTRICT, a Colorado special district, acting
by and through its Fire Chief**

By: 
Mick Woodworth, Fire Chief

Attest:



George Wilson, Division Chief

agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, *et seq.*, C.R.S.

[Signature page follows]

EXHIBIT A

EAGLE RIVER FIRE PROTECTION DISTRICT

A RESOLUTION ADOPTING IMPACT FEES

WHEREAS, the Eagle River Fire Protection District (“District”) is a quasi-municipal corporation and political subdivision of the State of Colorado and a duly organized and existing special district pursuant to Title 32, Article 1 of the Colorado Revised Statutes; and

WHEREAS, the Board of Directors (“Board”) of the District has ultimate authority and responsibility over all operations, personnel, and affairs of the District, with all rights, duties and powers specially granted to the Board by Title 32, Article 1 of the Colorado Revised Statutes; and

WHEREAS, the District currently has in effect impact fees collected on behalf of the District by the Town of Avon, the Town of Red Cliff, the Town of Minturn, and Eagle County, Colorado based on the water meter size of developments as contemplated by the Eagle River Fire Protection District Impact Fee Study, dated July 24, 2007, prepared by BBC Research & Consulting and Stan Bernstein and Associates, Inc.; and

WHEREAS, Senate Bill 24-194, effective August 7, 2024, authorizes the District to impose its own impact fees; and

WHEREAS, the Board believes it to be in the best interest of the citizens of the District, and reasonable, appropriate, and necessary to base impact fees on the square footage of developments instead of by water meter size; and

WHEREAS, the Board desires to approve and adopt the findings and projections contained in the 2024 Development Impact Fee Study dated December 9, 2024; and

WHEREAS, the Board desires to adopt an impact fee schedule consistent with the impact fee schedule suggested in the 2024 Development Impact Fee Study.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Eagle River Fire Protection District as follows:

1. The findings and projections contained in the 2024 Development Impact Fee Study dated December 9, 2024 attached hereto as Exhibit A, are approved by the Board and hereby adopted.

2. The Board hereby adopts the impact fee schedule attached hereto as Exhibit B. The District will impose the impact fee schedule effective as allowed pursuant to C.R.S. 32-1-1002(1)(d.5).

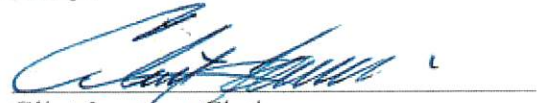
3. This Resolution shall take effect immediately.

4. The Fire Chief and Officers of the District are authorized and directed to take all actions necessary and appropriate to effect the provisions of this Resolution.

ADOPTED this 20th day of March, 2025.

**EAGLE RIVER FIRE PROTECTION
DISTRICT**

By:


Clint Janssen, Chair

ATTEST:

By:

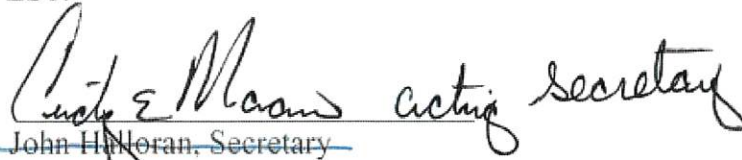

~~John Halloran, Secretary~~
Cindy Moran

EXHIBIT B

IMPACT FEE SCHEDULE

Housing Type - Residential	Impact Fee (per 1,000 sq. ft.)
Single Family (< 3,000 square feet)	\$2,005
Single Family ($\geq$ 3,000 square feet)	\$2,105
Multi Family (per front door)	\$1,800

Development Type - Nonresidential	Impact Fee (per 1,000 sq. ft.)
Retail	\$2,415
Office	\$1,500
Institutional	\$1,500
Industrial	\$1,008
Lodging	\$1,000



To: Mayor and Council

From: Jay Brunvand

Date: July 16, 2025

Agenda Item: Consent Agenda – Change of Corporate Status Report

REQUEST:

Staff is requesting Council to review and approve the attached Change of Corporate Status Report for the Minturn Mile Liquor Store located at 341 Main St.

INTRODUCTION:

The Minturn Mile Liquor Store has been a business in good standing for over two decades. The business currently operates as a Sole Proprietor set up held by Gail Crowder. Ms. Crowder recently passed away and her spouse, George Crowder, is working to change the license from Sole Proprietor to an LLC. At the 7/5/25 meeting the Council approved a Temporary Permit to allow the store to continue operations while the corporate status is in change.

Staff is requesting Council to approve the Change of Corporate status. This will modify the existing license status from Sole Proprietor to an LLC. No other changes are being made. This change is simply a change on paper, the management and people currently in place is not changing.

ANALYSIS:

Not Applicable

COMMUNITY INPUT:

Not Applicable

BUDGET / STAFF IMPACT:

Not Applicable

STRATEGIC PLAN ALIGNMENT:

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

RECOMMENDED ACTION OR PROPOSED MOTION:

Approved within the motion to approve the Consent Agenda.

ATTACHMENTS:

- Application and supporting documentation for the Permit.

Report of Changes Corporation, Limited Liability Company and Partnership Liquor and Fermented Malt Beverage Licenses

☒ LLC/Partnership ☐ Corporation

See Instructions and Fee Schedule on Page 1 and 2

Corporate/LLC Partnership Name	State Tax Account Number	State Liquor License Number
MINTURN MILE LIQUORS	02635821-0000	26-35821-0000
Trade Name	Telephone Number	
MINTURN MILE LIQUORS	970-401-3041	
Address of Licensed Premises		
391 MAIN ST Apt B		
City	State	ZIP Code
MINTURN	CO	81645
Mailing Address if different than above		
P.O. Box 1603		
City	State	ZIP Code
VAIL	CO	81658

List all officers, directors (corporation) or Managing Members (LLC) or General Partner(s). Each officer, Director, Managing Member or Partner **Must Fill Out** a DR 8404-I (Individual History Record).

Position Held	Name	Date of Birth (MM/DD/YY)
MANAGING MEMBER	GEORGE CROWDER	01/08/45
Home Address	Replaces	
310 STONE CR, MINTURN, AVON, CO 81620		
Position Held	Name	Date of Birth (MM/DD/YY)
MEMBER	PATRICIA Crowder	05/26/75
Home Address	Replaces	
312 MT TRAVEL DR LEADVILLE, CO 80461		
Position Held	Name	Date of Birth (MM/DD/YY)
Home Address	Replaces	
Position Held	Name	Date of Birth (MM/DD/YY)
Home Address	Replaces	

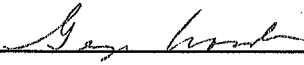
List all 10% (or more) Stockholders or 10% (or more) Members or 10% (or more) Limited Partners. Each person listed **Must Fill Out** a DR 8404-I (Individual History Record)

Stockholders/Members/Partners owning 10% (or more) of business	% Owned	Date of Birth (MM/DD/YY)
GEORGE CROWDER	100	01/08/45
Home Address		Replaces
310 STONE CR DR. HUNTSVILLE, AL 35890		
Stockholders/Members/Partners owning 10% (or more) of business	% Owned	Date of Birth (MM/DD/YY)
Home Address		Replaces
Stockholders/Members/Partners owning 10% (or more) of business	% Owned	Date of Birth (MM/DD/YY)
Home Address		Replaces
Stockholders/Members/Partners owning 10% (or more) of business	% Owned	Date of Birth (MM/DD/YY)
Home Address		Replaces
Stockholders/Members/Partners owning 10% (or more) of business	% Owned	Date of Birth (MM/DD/YY)
Home Address		Replaces
Stockholders/Members/Partners owning 10% (or more) of business	% Owned	Date of Birth (MM/DD/YY)
Home Address		Replaces
Stockholders/Members/Partners owning 10% (or more) of business	% Owned	Date of Birth (MM/DD/YY)
Home Address		Replaces
Registered Agent		
Address For Service		

Oath of Application

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

Authorized Signature



Title

Date (MM/DD/YY)

MANAGING DIRECTOR

06/18/25

Report of Local Licensing Authority

The foregoing changes have been received and examined by the Local Licensing Authority.

Local Licensing Authority For

☐ County ☐ Town/City

Authorized Signature

Title

Date (MM/DD/YY)

Attest

Date (MM/DD/YY)

Do Not Write In This Space – For Department of Revenue Use Only

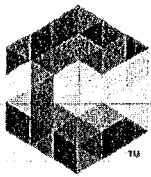
Liability Information

License Account Number

Applicant ID

Check Number

Total



Colorado Secretary of State

You're not finished until payment is submitted and the document has the filing information stamped.

Articles of Organization for a Limited Liability Company

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

The domestic entity name of the limited liability company is Minturn Mile Liquors, LLC

The principal office street address is

341 Main St.
Minturn CO 81645
US

The principal office mailing address is

PO Box 1603
Vail CO 81658
US

The name of the registered agent is George M Crowder

The registered agent's street address is

341 Main St.
Minturn CO 81645
US

The registered agent's mailing address is

PO Box 1603
Vail CO 81658
US

The person above has agreed to be appointed as the registered agent for this entity.

The management of the limited liability company is vested in Members

There is at least one member of the limited liability company.

Person(s) forming the limited liability company

George M Crowder
PO Box 1603
Vail CO 81658
US

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the

document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

Name(s) and address(es) of the individual(s) causing the document to be delivered for filing

George M Crowder
PO Box 1603
Vail CO 81658
US

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Minturn Mile Liquors, LLC

is a

Limited Liability Company

formed or registered on 06/18/2025 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20251673783 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/17/2025 that have been posted, and by documents delivered to this office electronically through 06/18/2025 @ 13:27:20 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/18/2025 @ 13:27:20 in accordance with applicable law. This certificate is assigned Confirmation Number 17414224 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

TOWN OF MINTURN
APPLICATION FOR TEMPORARY LIQUOR LICENSE PERMIT
PENDING TRANSFER OF OWNERSHIP

NOTICE: Any individual or corporation applying for a temporary permit is charged with the responsibility of having knowledge of the pertinent Colorado State Statutes and Regulations as set forth in C.R.S. Title 12, Articles 46 and 47.

APPLICANT

NAME: MINTURN MILE LIQUORS, LLC

TRADE

NAME: SAME

MAILING

ADDRESS: P.O. BOX 1603, VAIL, CO 81658

PHYSICAL

ADDRESS: 341 MAIN ST. MINTURN, CO

BUSINESS

PHONE: _____

HOME

PHONE: _____

TRADE NAME OF EXISTING LICENSE (IF DIFFERENT FROM ABOVE):

GAIL CROWNER MINTURN MILE LIQUORS

LICENSE # OF ESTABLISHMENT BEING PERMITTED: 26-35821-0000

EXPIRATION DATE: 11-15-25 TYPE OF LICENSE: ALCOHOL BEVERAGE LICENSE

<u><i>Gail Crowner</i></u>	<u>Member</u>	<u>7/1/25</u>
APPLICANT SIGNATURE	TITLE	DATE

NOTE: A temporary liquor license permit may be issued only if a completed application for a transfer of ownership along with all required documentation and associated fees has been submitted to the Town of Minturn, Town Clerk's Office, 302 Pine St, Minturn, CO 81645

A temporary liquor license permit is valid for no more than one hundred twenty days C.R.S. 44-3-303(4) from the date of issuance and is automatically void upon completion of the transfer of ownership and issuance of a new permanent liquor license in the name of the above applicant by the Colorado Division of Liquor Enforcement and the Town of Minturn Local Licensing Authority.

This permit may be canceled, revoked, or summarily suspended if the Local or State Licensing Authority determines there is probable cause to believe that the transferee has violated any provision of the Colorado Liquor/Beer Code or has violated any rule or regulation adopted by the Local or State Licensing Authority or has failed to truthfully disclose those matters required pursuant to the application forms

FOR OFFICE USE ONLY

DATE PERMIT APPLICATION FILED: <u>6/15/25</u>	
DATE COMPLETED PAPERWORK ACCEPTED: <u>7/1/25</u>	
PERMIT FEE COLLECTED (\$100.00/LOCAL ONLY): <u>N/A waived</u>	
EFFECTIVE DATE: <u>6/15/25</u>	EXPIRATION DATE: <u>6/13/26</u>
APPROVED BY: <u>[Signature]</u>	ATTEST: <u>[Signature]</u>



Design Review Board Hearing

Final Plan Review for New Home – Changes to Approved Plans

532 Main Street

Hearing Date:	July 9, 2025
File Name and Process:	Single-Family Residence Changes to Approved Plans Review
Owner/Applicant:	Ken & Patty Halliday
Representative:	Tobin Smith, Tobin Smith Architect
Legal Description:	Section: 26 Township: 5 Range: 81 PCLIN SE1/4SW1/4 Subdivision: BOOCO 2ND Block: 3 Lot: 3
Address:	532 Main Street
Zoning:	Old Town Character Area – Residential Zone District
Staff Member:	Madison Harris, Planner I
Recommendation:	Approval

Staff Report

I. Summary of Request:

Staff has underlined within the text of this report those items that changed since approval.

The Applicants, Ken and Patty Halliday, request Final Plan review of changes to approved plans for a new, four-bedroom, 5,169 (gross) square foot (originally 6,597 gross square feet and then modified to 5,508 gross square feet) single-family residence located at 532 Main Street in the Old Town Residential Zone District. The Applicant's representative, Tobin Smith, has been proactive in meeting with Town staff prior to submitting plans for a new home and have provided a relatively complete and thorough set of site, landscaping, and architectural plans.

Proposed Plans

The plans show a two- to three-story, four-bedroom structure with a maximum building height - measured to the midpoint of the roof – of 27 feet 3 ¾ inches (originally 27 feet 9 inches), under the maximum allowable 28-foot limit within the Old Town Residential Zone District.

Additionally, the massing, forms, and scale of the proposed structure, as well as proposed exterior materials, textures and detailing also appear to achieve the design objectives of Appendix B – *Design Guidelines and Standards*, Minturn Municipal Code.

The plans show the ground level with the garage, primary living area, and master bedroom, the upper level no longer has a game room which could double as a bedroom and instead just a loft area, and the lower level has the three remaining bedrooms one of which is slated to be a craft studio. Parking is adequate, with four off-street spaces, two of which are provided within the garage and two in front of the garage.

According to staff’s analysis of development standards and dimensional limitations in Section III below the project appears to meet the Town’s standards.

Overall, staff believes that the Applicants and their representative have provided a complete, detailed set of plans necessary to complete a thorough final plan review.

As a reminder, the Planning Commission has the option to review the proposal as a “conceptual” plan review if the Commission feels that the plans are *not* sufficient or are in need of revisions and additional review prior to final plan approval; or the Commission may take action to approve, approve with conditions, or deny the Final Plans.

Staff is **recommending approval**.

II. Summary of Process and Code Requirements:

These plans are being presented by the Applicant as “Final Plan” level of review for changes to approved plans for a new single-family residential structure on a legally created lot within the Town of Minturn. This is a formal hearing providing the Applicant and staff the opportunity to discuss the proposal with the Planning Commission, acting as the Design Review Board, and to address the DRB’s concerns or feedback regarding suggested revisions to the project.

If the DRB feels that the plans are complete, appropriate, and meet the intent and purposes of the Minturn Municipal Code, Chapter 16, the DRB has the option to take final action to approve the plans without conditions, or to approve with specific conditions and giving the Applicant and staff clear direction on any recommended revisions, additions or updates to the plans.

No variances are required or requested at this time.

Design Review Process

Appendix ‘B’ of the Minturn Municipal Code, Section 16-21-615 - *Design Review Applications*, subsection “d” below outlines the criteria and findings necessary for DRB review and approval of all new, major development proposals:

(d) *Administrative procedure.*

(1) *Upon receipt of a completed and proper application, the application for Design Review will be scheduled for a public hearing. The hearing will be conducted in accordance with the procedures set forth in this Chapter.*

(2) *Criteria and findings. Before acting on a Design Review application, the Planning Commission, acting as the Design Review Board (DRB), shall consider the following factors with respect to the proposal:*

- a. The proposal's adherence to the Town's zoning regulations.*
- b. The proposal's adherence to the applicable goals and objectives of the Community Plan.*
- c. The proposal's adherence to the Design Standards.*

(3) *Necessary findings. The Design Review Board shall make the following findings before approving a Design Review application:*

- a. That the proposal is in conformance with the Town zoning regulations.*
- b. That the proposal helps achieve the goals and objectives of the Community Plan.*
- c. That the proposal complies with the Design Standards.*

Staff suggests that the final plans for 532 Main Street meet or can be revised to meet the required findings 'a,' 'b,' and 'c' or subparagraph 3 – *Necessary findings*.

III. Zoning Analysis:

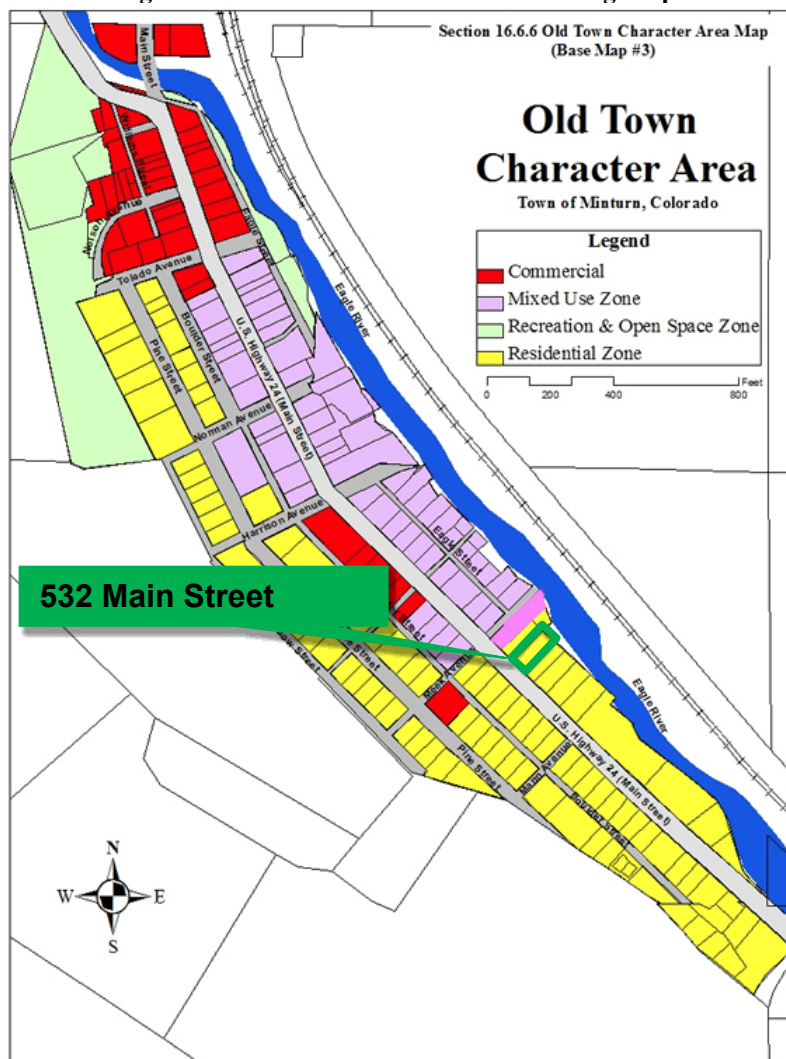
Zoning

The subject property is located within the “Old Town Character Area” Residential Zone District, described as follows:

- (a) The neighborhood is bisected by Highway 24 and is **characterized by single-family residences** with a mix of business and institutional uses. **The residences are typically one (1) and two (2) stories**, with outbuildings and minimal setback between structures.*
- (b) **The purpose of this zone is to provide for continued residential use** and redevelopment that preserves the unique character and scale of the neighborhood. **An objective is to retain the historically residential areas as quiet and safe neighborhoods** while allowing for limited home-based occupations and home-based businesses to encourage permanent residency. This area can accommodate reasonable growth where land and services are available.*

Rest of page left intentionally blank

Figure 1: Old Town Character Area Zoning Map



Dimensional Limitations and Development Standards

The following table summarizes the lot, development and dimensional standards and limitations applicable to the subject property pursuant to Sections 16-2-40. - *General lot requirements and dimensional standards* and 16-16-20 – *Parking Required for Residential and Lodging Uses*.

Regulation	Allowed/Required	Proposed/Existing
Minimum Lot Area:	5,000 sq. ft.	8,640.8 sq. ft. (.198 ac.)
Maximum Building Height:	28 feet	27 feet – 3 ¾ inches
Minimum Front Setback:	10 feet	<u>42 feet 9 inches</u> (previously 44 feet 9 inches)
Minimum Side Setback:	5 feet	5 feet

Minimum Rear Setback:	10 feet (to property line) 30 feet (to high water mark)	10+ feet (to property line) 30+ feet (to high water mark)
Maximum Lot Coverage:	45% (3,888.36 sq. ft.)	<u>2,830 sq. ft. (32.75%) Proposed</u> Originally 3,260 sq. ft. (37.73%)
Maximum Impervious Coverage:	55% (4,752.44 sq. ft.)	<u>4,733 sq. ft. (54.78%) Proposed</u> Originally 4,743 sq. ft. (54.89%)
Minimum Snow Storage Area:	5% of Lot Area (8,640.8 sq. ft. x .05 = 432.04 sq. ft.)	<u>441 sq. ft.</u> Originally 507 sq. ft.
Parking:	3 spaces	4 spaces

IV. Applicable Standards and Design Guideline Criteria:

Design

In addition to the development standards listed above, the following general design principles are provided for reference.

Final Site, Grading and Drainage Design

The Minturn Design Guidelines encourage designs that integrate or account for site topography and existing conditions, surrounding conditions, solar orientation, placement on lots relative to streets and natural features, snow storage and snow shed from roof structures.

Mass and Form

The following excerpt from the Design Guidelines is applicable to the proposed home design:

“c. Massing and Scale

“A simple central form with additive features shall be designed. This style creates visual interest and is appropriate for the community due to its compatibility with existing structures. Buildings and improvements should complement, rather than overpower, the adjacent natural and built environment. Homes are encouraged to be sheltering in nature, with consistent setbacks from the street with prominent porches or overhanging eaves.

“Building mass, form, length and height shall be designed to provide variety and visual interest while maintaining a scale that is similar or compatible to adjacent structures.”

-Town of Minturn Design Guidelines

Staff Response:

Staff believes that the design and scale of the proposed structure incorporates a simple central form with additive features and is complementary to adjacent residential structures and character on nearby parcels. Staff further suggests that the scale of the project is appropriate and will not overpower surrounding natural and built environments. Proposed roof forms and pitches, materials and textures are compatible and complementary to the surrounding built and natural environments.

V. Items of Note:

Items of Note

There are no new items of note.

VI. Staff Recommendation:

Staff suggests that the Changes to Approved Plans for 532 Main Street generally **comply** with or exceed the applicable provisions and/or minimum standards of Chapter 16 and the Town of Minturn Design Standards (Appendix ‘B’) of the Minturn Town Code.

Staff is **recommending approval** of the plans.



DESIGN REVIEW APPLICATION

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT

P.O. Box 309 302 Pine Street Minturn, Colorado 81649-0309
Phone: 970-827-5645 Fax: 970-827-5545 Email: planner@minturn.org

Project Name:

Eagle River Residence

Project Location

Street Address: 532 Main St. Minturn, CO 81645

Zoning: single-family residence

Parcel Number(s): 201908667 & 201802728

Application Request:

Approval of the revised architectural design for this proposed single-family residence

Applicant:

Name: Tobin Smith (Tobin Smith Architect)

Mailing Address: 2201 San Pedro Ave. San Antonio, TX 78212

Phone: 210-817-4744

Email: tobin@tobinsmitharchitect.com

Property Owner:

Name: Patty and Ken Halliday

Mailing Address: 5150 Broadway #615 San Antonio, TX 78209

Phone: 210-867-1514

Email: khalliday62@gmail.com

Required Information:

Lot Size: 8,640.8 sq ft	Type of Residence (Single Family, ADU, Duplex) Single Family	# of Bedrooms 4	# On-site Parking Spaces 4
# of Stories: 2	Snow storage sq ft: 478 sq ft	Building Footprint sq ft: 2,830 sq ft	Total sq ft Impervious Surface: 4,733 sq ft

Signature:

Tobin Smith

Fee Paid: _____ Date Received: _____ Planner: _____

DESIGN REVIEW APPLICATION

SUBMITTAL CHECKLIST REQUIREMENTS (TO BE INCLUDED WITH APPLICATION)

Applicant Staff

☐

Application Fee (Non-Refundable application fee shall be collected)

- Design Review Board - \$200.00

☐

Letter of Intent

-- What is the purpose of the project including;

- Relevant Background
- Current Status of the Site
- All Proposed Uses and Structures
- How the Proposal Differs from what already exists
- Information regarding Easements or Dedicated Tracts, etc.

☐

Vicinity Map

-- Directional Map indicating how to get to the Property involved in the request.

- Zoning of Property

☐

Improvement Location Certificate of Survey (ILC or ILS)

☐

Site Plan showing Precise Nature of the Proposed Use – To Scale

- - Scaled Drawings of Proposed Design of Structure
 - Plan View and Sections
 - Building Heights – all 4 directions N/S/E/W
 - topography
 - Building Location
 - Setbacks
 - River or Creek Setbacks
 - Parking Plan
 - Traffic Circulation
 - Location and Width of Existing and Proposed Access Points
 - Location of Existing Driveways and Intersections
 - Landscaped Area – Plan
 - Approximate Location of Existing Wooded Areas and Rock Outcrops
 - Location and Type of Existing and Proposed Easements
 - Utility Easements
 - Drainage Features

☐

Preliminary Building Plans and Elevations

- Indicates Dimensions
- General Appearance
- Scale
- Interior Plan for the Buildings

**Elements needed on the Site Plan**

- Scale
- North Arrow
- Date Prepared
- Lot Dimensions, Area, Entire Site Acreage

**Architecture Details – Materials Board**

- Windows – Placement and Color
- Doors – Placement and Color
- Siding – Type and Color
- Roof Material – Type and Color
- Paint Color

PLANNING COMMISSION DESIGN REVIEW PROCESS

Applicants requesting a Design Review Board, Planning and Zoning Commission, and/or Town Council Review must submit to a pre-submittal conference and complete a formal application. The pre-submittal review process is completed within a period of 14 working days depending on the day of pre-submittal. The pre-submittal review provides valuable information regarding Town requirements for the formal application.

The Town Planner shall have the following powers and duties:

- **Zoning Compliance** – To review, consider, and approve, approve with conditions, or deny applications for building permits, limited use permits, conditional use permits, and temporary use permits based on compliance with this Section.
- **Process Applications** – To receive applications for development permits for processing pursuant to the terms of Section 16 of the Minturn Municipal Code.

Planning Commission as Design Review Board

Powers and Duties

The Planning Commission is hereby established as the Town of Minturn Design Review Board. The Design Review Board shall have the following powers and duties under the provisions of this Code.

1. To prepare, or cause to be prepared or amended, the Design Review Standards and Guidelines or any element or portion thereof, for adoption by the Town Council.
2. To hear, review, consider and approve, approve with conditions, or disapprove applications for Design Review Approval.
3. To hear and decide upon appeals on design review decisions made by the Zoning Administrator.

Board Procedure

The Town staff will forward applications (other than minor design applications), and recommendations, to the DRB.

The DRB shall review the application and supporting material submitted by the applicant, as well as the staff recommendation. After review, the DRB, through a formal motion, seconded and passed by a majority of the members present, shall take one of the following courses of action:

1. **Table the application.** The application may be tabled for a period not to exceed thirty (30) days if the application is incomplete or if the DRB determines that changes are required to bring the application into compliance with design standards and guidelines or other regulations of the Town. The Board may specify additional requirements for the applicant is to bring to the future meeting. These requirements may include additional information necessary to determine whether the application complies with all zoning, building, design codes adopted by the Town, and may include plans, reports, surveys or other documents completed by registered architects, surveyors, engineers or other professionals in order to indicate conformance with such codes. The DRB may also table the application if it determines that changes in the application are required which would bring the proposed project into compliance with zoning, building, design codes, and other regulations of the Town.
2. **Conceptual/Preliminary approval.** The DRB may grant conceptual approval to applicants who in a general fashion appear to meet design and other regulations of the Town but submit applications inadequate to warrant final approval. Conceptual approvals are also appropriate where a complete application has not been submitted, or where an applicant wishes to obtain a preliminary review of a sketch plan. A conceptual approval does not deem final approval of an application, nor does it deem that an application conforms to design or other regulations, nor shall it bind the DRB to grant final approval to a completed or final application.
3. **Disapproval of application.** If an application is found to conflict with the purposes and/or any one (1) or more of the design guidelines, codes or any other regulations of the Town, the DRB shall disapprove the application. Any disapproval shall be in writing and shall specifically describe the reasons upon which the disapproval is based.

- 4. Approval of application.** If the application is complete and is found to comply with the design standards and guidelines, codes and other regulations of the Town, the DRB shall approve the project. The DRB shall keep a record of all such approvals, and the applicant should keep a copy of the approval. The DRB may approve an application with conditions or modifications. The DRB shall not approve an application that does not meet the requirements of the Town or any other provision required to ensure compliance with the design standards and guidelines, codes and other regulations of the Town.

If a motion for approval, for conceptual approval, or to table an application results in a tie vote, the motion will fail.

DESIGN REVIEW CRITERIA

1. SITE DESIGN

Site planning involves the design and location of buildings and other improvements on a property. General principles include the maximization of site attributes such as views and solar orientation while minimizing adverse impacts to adjacent properties and natural features. Design of the building(s) shall consider the following criteria:

a. Natural Features

(1) Topography

A building site that is flat or gently sloping at less than 10% shall comply with applicable minimum standards for setbacks as defined in Chapter 16.

A building site that slopes at greater than 10% is urged to consider “stepping” the structure rather than grading the site to allow for traditional building layout. The intent is to avoid large cuts and/or fills as well as retaining walls, and to avoid the need for additional erosion control measures.

Setbacks may be increased for lots that slope greater than 30%.

(2) Water Bodies

Setbacks from water bodies shall include consideration of the Eagle River, tributary creeks, ponds, and wetlands. In addition to the regulatory setbacks, the Town of Minturn encourages conformance with the Eagle River Watershed Plan and sensitive design to protect the riparian areas and to utilize the water bodies for passive recreational purposes. The Town discourages “turning your back” on the Eagle River, one of Minturn’s greatest assets.

Site grading and drainage plans shall be submitted with design review applications that are adjacent to or within fifty (50) feet of a water body.

b. Orientation

The orientation of improvements shall consider adjacent properties as well as snow storage, snow shedding, and solar orientation. Another important component of orientation is drainage impact to adjacent properties, water bodies and streets.

Snow Storage, Snow Shedding and Solar Orientation

The atmospheric and weather-related elements common of the Town of Minturn justify the added dimension of siting improvements to minimize the impact of the environment.

Adequate snow storage area(s) or provisions for removal shall be provided. The total area may be broken up or provided as a whole. Location within the required setbacks shall be permitted provided it does not impede adequate and safe access to the structure(s). Landscape areas may also be used for snow storage purposes.

Snow shedding shall be considered in the use of material and pitch of the roof, as well as the location of windows, door and walkways. In no case shall snow shedding be permitted to occur onto an adjacent property.

Solar orientation shall be considered in the siting of the structures as well as in the landscaping of the lot or parcel. Orientation of the structure, as well as placement of trees, can be utilized to block prevailing winds in the winter and to provide shade in the summer. The structure should be placed on the lot in a manner that will not cast substantial

shadows over adjacent properties. Walkway and driveway location shall consider snowmelt in determining their location. These considerations include locating driveways, walkways, and structures, so that they are sheltered from the wind, and oriented to the east or south, where possible, to aid quicker snow and ice melt.

The front of the structure and its primary entrance shall be oriented to the street.

c. Massing and Scale

A simple central form with additive features shall be designed. This style creates visual interest and is appropriate for the community due to its compatibility with existing structures.

Buildings and improvements should complement, rather than overpower, the adjacent natural and built environment. Homes are encouraged to be sheltering in nature, with consistent setbacks from the street with prominent porches or overhanging eaves.

Building mass, form, length and height shall be designed to provide variety and visual interest while maintaining a scale that is similar or compatible to adjacent structures.

2. ARCHITECTURAL ELEMENTS

a. Roof Pitch and Form

Roofs are a very prominent visual element and can be used to provide strong unifying characteristics between buildings. The use of consistent roof form, materials, slope and direction can create a cohesive appearance to a neighborhood even when the architectural styles vary. Roof pitch and form are an important element of building design in the Town.

The incorporation of dormers into the roof form can be utilized to provide individual identity and to create and delineate upper living areas or lofts. Dormer roofs shall be similar in slope and material with the primary roof form. See Illustration.

Roofs shall be designed with consideration to snow accumulation and shedding. Entryways, garages and pedestrian areas shall be protected from potential snow shedding.

Chimneys may also be utilized as a unifying element. The size, location, and shape of chimney can be mimicked to provide a common feature in adjacent structures that have different architectural styles.

b. Facade

Vast expanses of a blank facade are not considered appropriate in Minturn due the mass and scale of the existing buildings in the Town. Therefore, facades must be interrupted every 15' at minimum. This interruption can occur through the use of projections and recessions for doors and windows, balconies or porches or any other element that creates visual interest. The use of architectural elements such as horizontal and vertical architectural details and floor articulation (delineation of 'floors' in a building) can be utilized to create a vertical human scale to the structure.

Windows and doors offer the opportunity to provide individual character and refinement of scale by introducing openings and patterns on otherwise blank walls. Consideration should be given to locating doors and windows in order to establish symmetry on primary facades, while being responsive to interior functions and views. The location of windows and doors can also be utilized as a unifying element with adjacent structures.

In order to maintain a smaller scale and to avoid the use of vast expanses of large windows, window openings should be composed of multiple panes of glass that are consistent with the scale of the building. Mirrored or reflective glass is prohibited.

Shutters and window boxes are encouraged to create visual interest and to reinforce the Town ambiance.

c. Building Details

The requirement for a simple building form allows for the introduction of building details to create character and interest. These details may include elements such as accents to doors and windows, porches, gates, dormers and chimneys.

3. MATERIALS AND SCREENING

a. Materials

The use of building materials is essential to the design and appearance of a structure, therefore the use of materials is indicative of the adjacent community character. Materials shall be consistent with adjacent properties and the natural environment. The Town of Minturn does not seek to limit or prohibit the use of specific building materials,

however the use of non-reflective materials are strongly encouraged. Highly reflective roofing materials are not allowed.

The historic character of Minturn is exhibited in the use of wood siding and native stone, therefore the use of these particular materials are encouraged. Many modern equivalents can be found which mimic the natural materials, and the Design Review Board may approve such materials if their appearance is found to be compatible with adjacent material and consistent with the intent of these standards and guidelines.

b. Streetscape and Landscape Design

Small towns evoke many images, but one that appears to be consistent with many residents is the neighborliness of the area. Porches, plaza, parks and simply strolling down the street allow neighbors and visitors to meet and greet each other and to get to know one another. The Town encourages the man-made elements that promote these activities, and in some instances the Design Review Board shall require the provision of streetscape improvements to encourage and reinforce the small town atmosphere.

Porches and awnings are encouraged for all residential design as these elements create and encourage a human scale that is consistent with the small town image. Commercial structures, particularly those that are located in renovated residential units, shall maintain these elements and incorporate the use of pedestrian walkways, street furniture such as benches and trashcans where possible. Commercial developments that exceed 2500 square feet of gross leasable area shall be required to provide a plaza area that incorporates these elements.

Landscape standards are defined in Section 16.17.14, 15 and 16 and shall be reviewed with all applications for design review. Compliance with the minimum standards defined within those sections shall be required. The Design Review Board shall review the list of plant material to be utilized, particularly for determination of irrigation requirements. Exhibit B lists plant materials that are suitable for use in the Town, drought-resistant and therefore their use is encouraged. Other plant materials listed that require substantial water and therefore the Design Review Board may require the provision of an irrigation system and the provision of collateral to assure its completion.

c. Screening

Both residential and commercial areas within the Town shall be required to screen certain visually obtrusive areas, including, but not limited to, refuse storage, general storage, loading areas, mechanical equipment and parking areas.

The screening may occur with landscaping, compliant with Section 16.17.14, 15 and 16, or these uses may be screened with fencing or by containing the uses within a structure or parapet walls. Fences shall not exceed 3-feet in height for opaque fences and 4 feet in height for fences with you can see through. Higher fences may be used to screen the sides and rear of the lot but should not exceed 6 feet in height. In no case shall a fence or screening structure obstruct a driver's view of an intersection.

Additional information regarding the Design Review processes and guidelines including the Character Areas can be found in Chapter 16, Appendix B of the Minturn Town Code.



TOBIN SMITH ARCHITECT

EAGLE RIVER RESIDENCE

Letter of Intent – changes are highlighted

23 June 2025

Eagle River Residence is a proposed single-family home for Patty and Ken Halliday, current Minturn residents. This structure would replace an existing single-family structure and detached shed currently on the site. A notice of intent to demolish these structures was previously filed and notice posted; the structures were not nominated for historic status.

The design of Eagle River Residence will allow Patty and Ken to live primarily on one level giving them confidence that they can enjoy this home for years to come. A lower level, hidden from the street, contains bedrooms and bathrooms to accommodate their grown children as well as young grandchildren, when they visit. A game room, bathroom and balcony above the garage were eliminated, the garage grew two feet toward Main Street, and the gable at this end of the home was lowered approximately five feet and unified with the gable over the river-facing great room. The scale and roofline are compatible with other single-family residential structures in town and on adjacent properties.

Located approximately forty-three feet from the front property line, significantly beyond the ten-foot setback line, the home is sited to continue the pattern of development established by the adjacent houses. This larger buffer space accommodates both parking and plantings. A flagstone walkway flanked by five new Aspen trees and native grasses connects the sidewalk and driveway to the welcoming entry porch, a design element that reinforces Minturn's architectural character and neighborliness. The architectural design accommodates four on-site parking spaces with snow storage conveniently located adjacent to the driveway and flagstone entry walkway.

The exterior palette includes vertical wood siding, dry-stacked stone, and metal roofing [corrugated or standing seam tbd] – materials utilized throughout town on both historic and contemporary structures. Oxidized steel accents, touches of warm wood tones, and bronze window and door cladding complete the grouping of materials. The varied tones and textures will connect Eagle River Residence with the town's fabric and history.

Last, the amended final plat has been completed and the upper-level deck encroachment agreement with Eagle River Water & Sanitation District was approved, signed and filed.

No variances are needed or requested.



EAGLE RIVER RESIDENCE

532 MAIN STREET
MINTURN, CO 81645

Patty + Ken Halliday

DESIGN REVIEW PACKAGE

23 JUNE 2025

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TOBIN SMITH ARCHITECT

ABBREVIATIONS

ABV	ABOVE
AFF	ABOVE FINISHED FLOOR
ACOUS	ACOUSTICAL
ADJ	ADJUSTABLE
ANOD	ANODIZED
A/C	AIR CONDITIONING
ALT	ALTERNATE
ALUM	ALUMINUM
ADA	AMERICANS WITH DISABILITIES ACT
A.B.	ANCHOR BOLT
ARCH	ARCHITECT (URAL)
AD	AREA DRAIN
ASPH	ASPHALT
BRG	BEARING
BM	BEAM
B.M.	BENCH MARK
BTWN	BETWEEN
BIT	BITUMINOUS
BLK (G)	BLOCK (ING)
BD	BOARD
B.S.	BOTH SIDES
B.W.	BOTH WAYS
BOT	BOTTOM
B.O.B.	BOTTOM OF BEAM
B.O.D.	BOTTOM OF DECK
B.O.S.	BOTTOM OF STEEL
BLDG	BUILDING
BU	BUILT UP
CAB	CABINET
C.I.	CAST IRON
C.B.	CATCH BASIN
CLG	CEILING
CEM	CEMENT
CER TILE	CERAMIC TILE
CIR	CIRCLE
CIRC	CIRCULAR, CIRCUMFERENCE
CLR	CLEAR
COL	COLUMN
COMB	COMBINATION
CONC	CONCRETE
CMU	CONCRETE MASONRY UNIT
CONST	CONSTRUCTION
CONT	CONTINUOUS, CONTINUE
CTR	CONTRACTOR
C.J.	CONTROL JOINT
CNTR	COUNTERTOP
D	DEEP
DEMO	DEMOLISH, DEMOLITION
DTL	DETAIL
DIAG	DIAGONAL
DIA	DIAMETER
DIM	DIMENSION
DR	DOOR
D.H.	DOUBLE HUNG
DBL	DOUBLE
DS	DOWNSPOUT
DISP	DISPENSER
DWR	DRAWER
DWG	DRAWING
E	EAST
ELEC	ELECTRIC (AL)
ELEV	ELEVATION
ELV	ELEVATOR
EXIST	EXISTING
EPS	EXPANDED (EXTRUDED) POLYSTYRENE BOARD
EQ	EQUAL
EMERG	EMERGENCY
EX	EXHAUST
EXP	EXPOSED
EXP JT	EXPANSION JOINT
EIFS	EXTERIOR INSULATING FINISH SYSTEM
FEC	FIRE EXTINGUISHER CABINET
FIN	FINISH (ED)
FIN FLR	FINISHED FLOOR
FP	FIREPLACE
FLR	FLOOR (ING)
F.D.	FINISHED DIMENSION
FD	FLOOR DRAIN
FLUOR	FLUORESCENT
FRP	FIBERGLASS REINFORCED PANEL
FRZR	FREEZER
FT	FOOT (FEET)
FTG	FOOTING
FOUND	FOUNDATION
GA	GAGE, GAUGE
GALV	GALVANIZED
G.C.	GENERAL CONTRACTOR
GL	GLASS
GYP BD	GYPSUM WALL BOARD
GYP	GYPSUM
H/C	HANDICAPPED
HDWE	HARDWARE
HDR	HEADER
HVAC	HEATING / VENTILATING / AIR CONDITIONING
H.D.	HEAVY DUTY
HGT	HEIGHT
H.	HIGH
HC	HOLLOW CORE
HM	HOLLOW METAL
HORIZ	HORIZONTAL
HB	HOSE BIBB
INCAND	INCANDESCENT
IN	INCHES
INCL	INCLUDE (D), (ING)
ID	INSIDE DIAMETER
INSUL	INSULATION, INSULATING
INT	INTERIOR
LAM	LAMINATE (D)
LAV	LAVATORY
LH	LEFT HAND
L	LENGTH, LONG
LLV	LONG LEG HORIZONTAL
LLV	LONG LEG VERTICAL
MSRY	MASONRY
MAX	MAXIMUM
MECH	MECHANICAL
M.C.	MEDICINE CABINET
MED	MEDIUM
MBR	MEMBER
MEMB	MEMBRANE
MTL	METAL
M.	METER (S)
MIN	MINIMUM
MISC	MISCELLANEOUS
NOM	NOMINAL
N	NORTH
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
OC	ON CENTER (S)
O.H.	OPPOSITE HAND
OPG	OPENING
OPP	OPPOSITE
OD	OUTSIDE DIAMETER
PTD	PAINTED

ABBREVIATIONS (CONT.)

PANEL	ELECTRICAL PANELBOARD
PERF	PERFORATED
PLAS	PLASTER
P LAM	PLASTIC LAMINATE
PNL	PANEL
PL	PLATE
PLYWD	PLYWOOD
PVC	POLYVINYL CHLORIDE
POLYISO	POLYISOCYANURATE BOARD
PSI	POUNDS PER SQUARE INCH
PROP	PROPERTY LINE
R	RADIUS
REF	REFER (ENCE)
REFL	REFLECTED
REFG	REFRIGERATOR
RAG	RETURN AIR GRILLE
REQ'D	REQUIRED
RC	RAIN CHAIN
RD	ROOF DRAIN
RH	RIGHT HAND
RO	ROUGH OPENING
SCHED.	SCHEDULE
SEC	SECTION
SHT	SHEET
SHLV	SHELVING
SIM	SIMILAR
SC	SOLID CORE
S	SOUTH
SP	SPACE (S)
SPEC	SPECIFICATION, SPECIFIED
SQ	SQUARE
SS	STAINLESS STEEL
STD	STANDARD
STL	STEEL
STOR	STORAGE
STR	STAIR, STRINGER
SD	STORM DRAIN
STRUCT	STRUCTURAL
TAS	TEXAS ACCESSIBILITY STANDARDS
TEL	TELEPHONE
TV	TELEVISION
THK	THICK (NESS)
T&G	TONGUE AND GROOVE
T.O.P.	TOP OF PLATE
T.O.S.	TOP OF STEEL
T.O.W.	TOP OF WALL
T	TREAD, TEMPERED
TYP	TYPICAL
UNO	UNLESS NOTED OTHERWISE
VERT	VERTICAL
WSCOT	WAINSCOT
WH	WATER HEATER
W/C	WATER CLOSET
WP	WATERPROOFING
WWF	WELDED WIRE FABRIC
W	WEST
WIN	WINDOW
W/	WITH
W/O	WITHOUT
WD	WOOD

ABBREVIATION SYMBOLS

∠	ANGLE
⏟	CENTERLINES
⌒	CHANNEL
c	PENNY
d	PLATE
⌀	DIAMETER
W	WIDE FLANGE BEAM

DRAWING SYMBOLS

	DOOR NUMBER
	WINDOW NUMBER
	ELEVATION MARK - HEIGHT ABOVE REF. ELEV. (0' - 0")
	REVISION NUMBER
	ROOM NAME & NUMBER
	INTERIOR ELEVATION NUMBER & SHEET NUMBER
	DETAIL NUMBER SHEET NUMBER
	SHEET NUMBER EXTERIOR ELEVATION NUMBER
	SECTION NUMBER SHEET NUMBER

SQUARE FOOTAGE

HOUSE - FINISHED

GROUND LEVEL = 2,168 SQ FT
LOWER LEVEL = 1,902 SQ FT

TOTAL FINISHED = 4,070 SQ FT

HOUSE - SUPPORT

GARAGE = 662 SQ FT
LOFT = 170 SQ FT
LOWER LEVEL MECH = 267 SQ FT

TOTAL SUPPORT = 1,099 SQ FT

EXTERIOR ELEMENTS

ENTRY PORCH = 117 SQ FT
DECK / STAIRS = 632 SQ FT
PATIO = 694 SQ FT
WINDOW WELL = 31 SQ FT

TOTAL EXTERIOR = 1,474 SQ FT

*** SEE SHEET A101 FOR LOT COVERAGE + IMPERVIOUS AREA CALCULATIONS ***

DRAWING INDEX

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G003	SITE PHOTOS - SUMMER
G004	COLORADO COLORS
G005	EXTERIOR MATERIALS
3D-01	3D VIEWS CURRENT/ PREVIOUS
3D-02	3D VIEWS CURRENT/ PREVIOUS
3D-03	3D VIEWS
3D-04	3D VIEWS
3D-05	3D VIEWS
3D-06	3D VIEWS

EX100	SURVEY - EXISTING
EX101	SURVEY - EXISTING

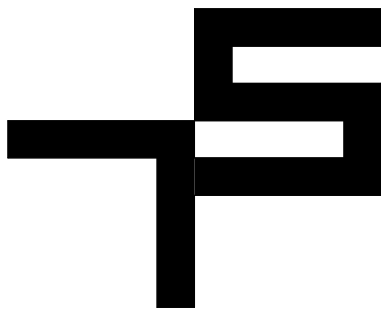
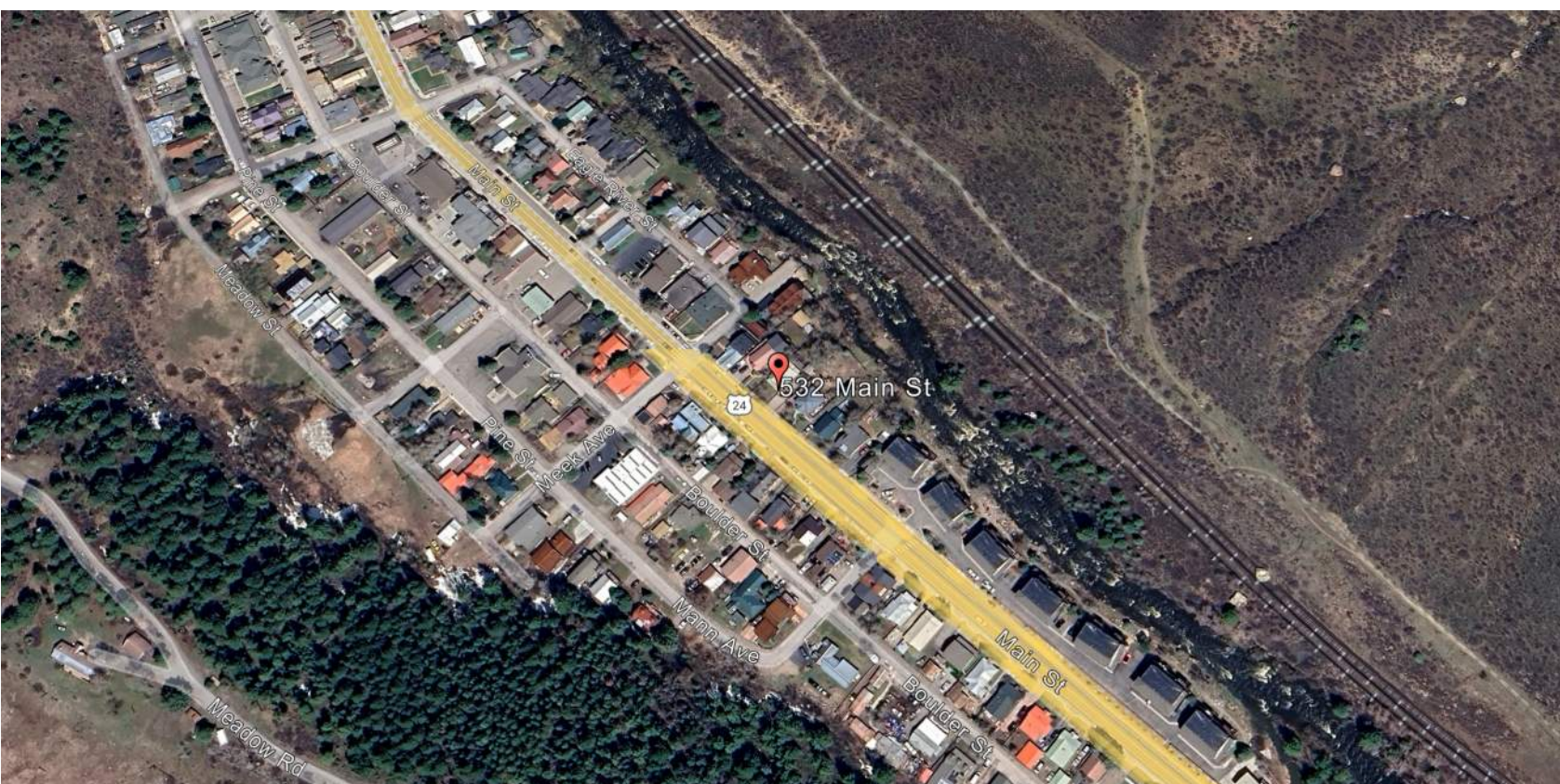
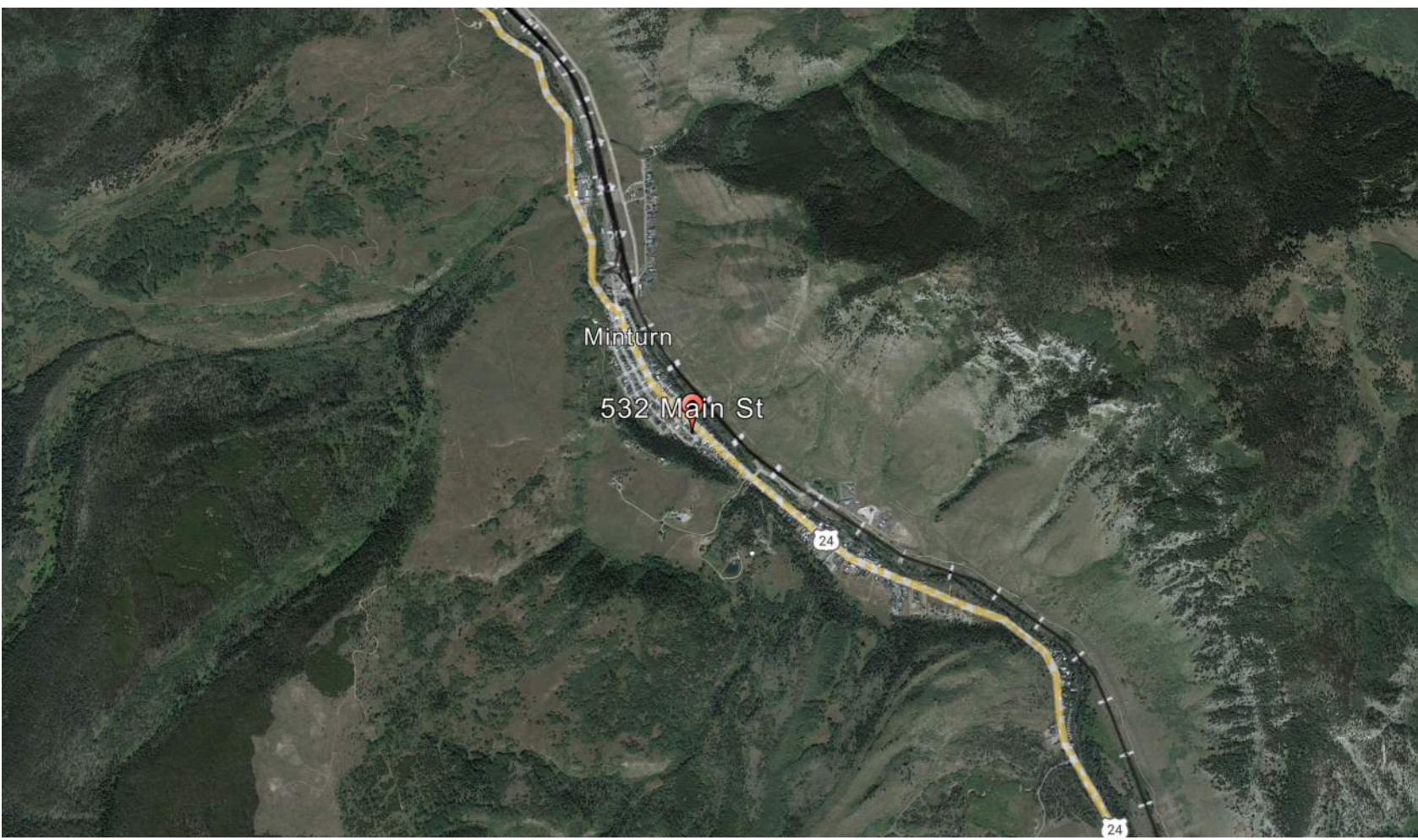
CIVIL

C1.0	GRADING + DRAINAGE PLAN
C2.0	STORM SEWER PLAN
C3.0	EROSION CONTROL PLAN
C4.0	DETAILS
C4.1	DETAILS

ARCHITECTURAL

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A101	SITE PLANS
A102	ARCHITECTURAL FOUNDATION PLAN
A200	FLOOR PLAN - GROUND LEVEL
A201	FLOOR PLAN - LOWER LEVEL
A240	ROOF PLAN
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A400	EXTERIOR ELEVATIONS
A401	EXTERIOR ELEVATIONS
A500	BUILDING SECTIONS
A501	BUILDING SECTIONS
A502	BUILDING SECTIONS

VICINITY MAPS



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23 JUNE 2025 PROJ. NO. 2401
PROJ. ARCHITECT: TS DRAWN BY: ES

SET ISSUE DATES	
DATE	ISSUE

REVISIONS		
NO.	DATE	DESCRIPTION

INDEX SHEET

G000



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REVISIONS

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NO.	DATE	DESCRIPTION

SITE PHOTOS

SITE PHOTOS -

WINTER

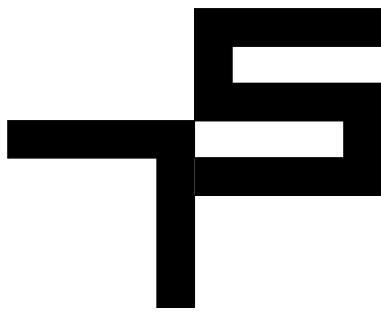
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970.390.9540 T

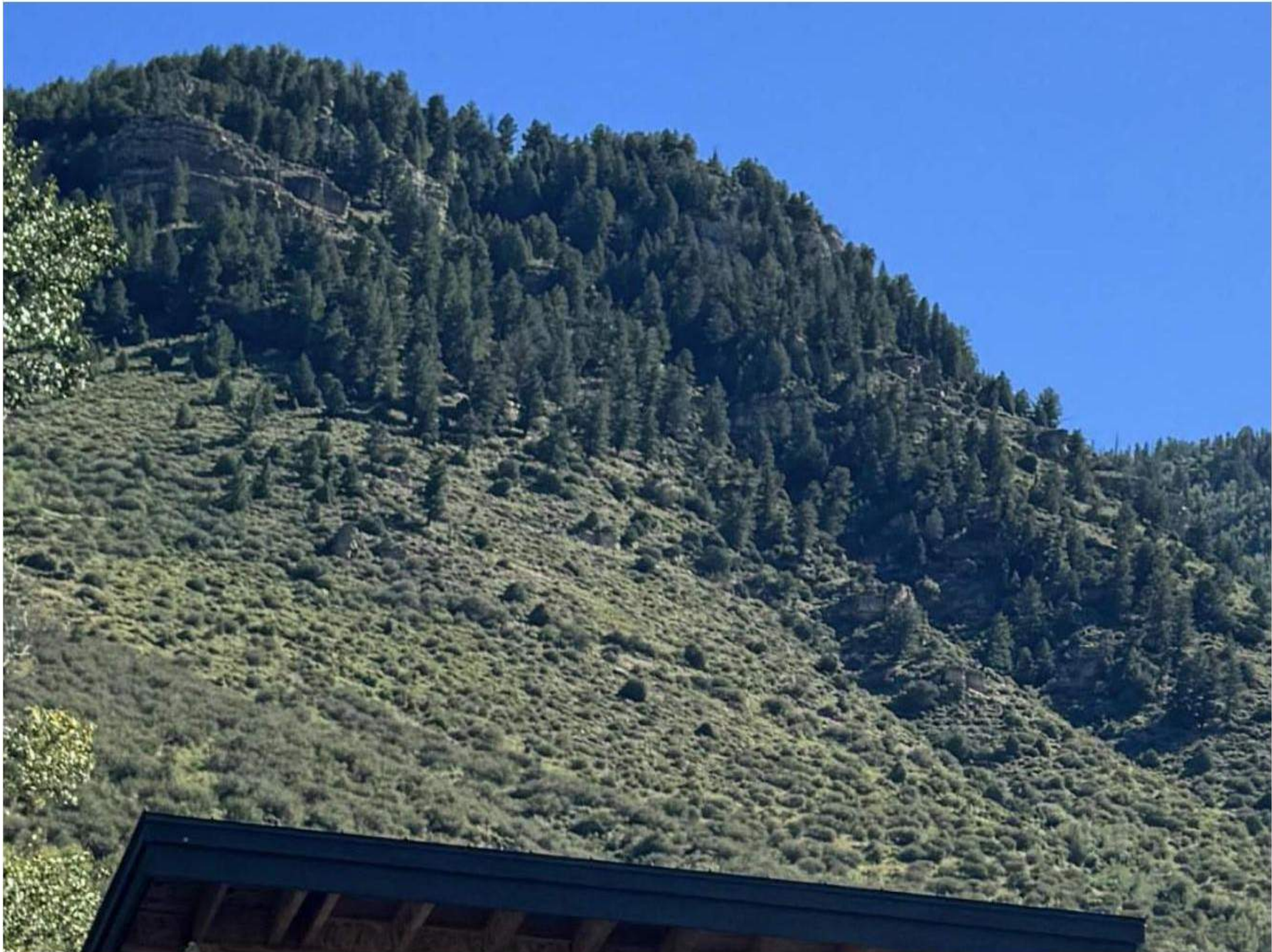
23 JUNE 2025 PROJ. NO. 2401
PROJ. ARCHITECT: TS DRAWN BY: ES

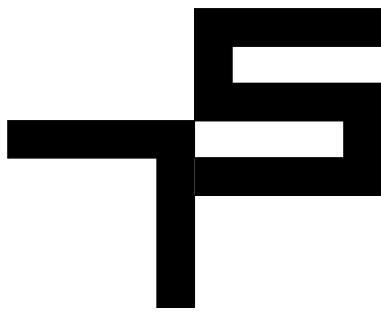
SET/ISSUE DATES	
DATE	ISSUE

REVISIONS		
NO.	DATE	DESCRIPTION

SITE PHOTOS -
SUMMER

G003





TOBIN SMITH
ARCHITECT

NOTE
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REGULATORY
APPROVAL,
PERMITTING
OR
CONSTRUCTION

EAGLE RIVER
RESIDENCE

532 MAIN STREET
MINTURN, CO 81645

ARCHITECT
TOBIN SMITH ARCHITECT, LLC.
2201 SAN PEDRO AVE.
SAN ANTONIO, TX 78212
210 326 6646 P

ARCHITECTURAL CONSULTANT
MPP DESIGN SHOP, INC.
P.O. BOX 288
GYPSUM, CO
81637 970.390.4931 T

STRUCTURAL ENGINEER
SAGAN DESIGN
7443 S. CLARKSON CIR.
CENTENNIAL, CO 80122
303.566.0925 T

CIVIL ENGINEER
ALPINE ENGINEERING, INC.
34510 HWY 6, UNIT A91 P.O. BOX 97
EDWARDS, CO 81632
970.526.3373 T

MECHANICAL ENGINEER
SKYLINE MECHANICAL, INC.
16 ALPINE RANCH RD.
GYPSUM, CO 81637
970.524.6809 T

LIGHTING CONSULTANT
BYROWATERS DESIGN, LLC.
3939 BLACK GOLD DR.
DALLAS, TX 75247
214.460.2673 T

GEOTECHNICAL ENGINEER
KUMAR & ASSOCIATES, INC.
5020 COUNTRY ROAD 154
GLENWOOD SPRINGS, CO 81601
970.845.7880 T

SURVEYOR
KIPP LAND SURVEYING
P.O. BOX 3154
EAGLE, CO 81631
970.390.9540 T

23 JUNE 2025 PROJ. NO. 2401
PROJ. ARCHITECT: TS DRAWN BY: ES

SET ISSUE DATES	
DATE	ISSUE

REVISIONS		
NO.	DATE	DESCRIPTION

COLORADO
COLORS

G004





A CORRUGATED METAL ROOFING - OXIDIZED



B WOOD EAVES / SOFFIT - BLOND



C WINDOW + DOOR CLADDING - BRONZE



D WOOD SIDING - GREY



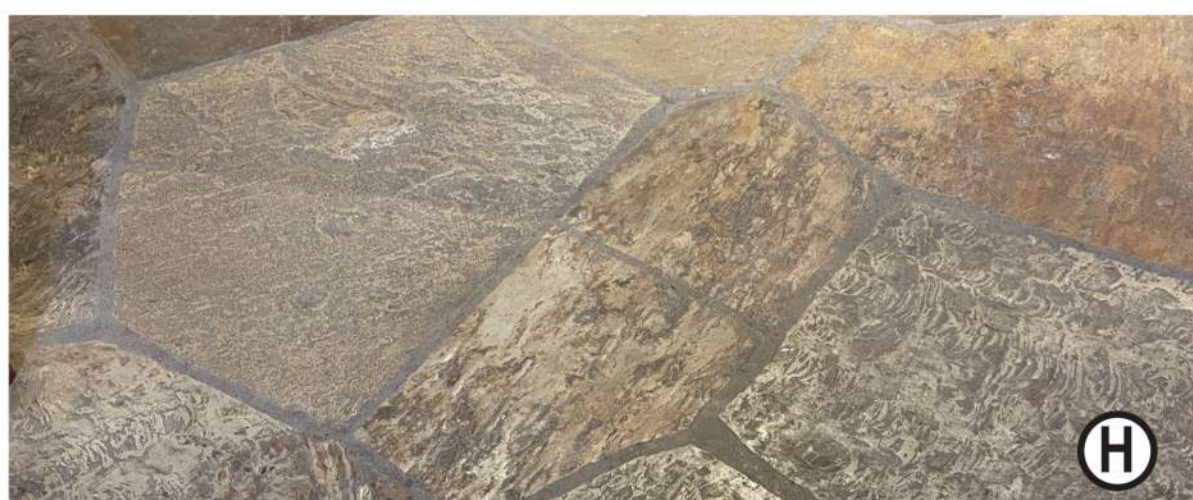
E CORRUGATED METAL SIDING - OXIDIZED



F FLAT BAR FRAME + WOVEN WIRE MESH INFILL - OXIDIZED



G PAINTED STEEL STRUCTURE - BRONZE



H FLAGSTONE PAVING / WALL CAP - SEBASTIAN



I STONE VENEER - TELLURIDE GOLD



TOBIN SMITH
ARCHITECT

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EAGLE RIVER
RESIDENCE

532 MAIN STREET
MINTURN, CO 81645

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210 326 6646 P

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970.526.3373 T

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16 ALPINE RANCH RD.
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970.524.6809 T

LIGHTING CONSULTANT
BYROWATERS DESIGN, LLC.
3939 BLACK GOLD DR.
DALLAS, TX 75247
214.460.2673 T

GEOTECHNICAL ENGINEER
KUMAR & ASSOCIATES, INC.
5020 COUNTRY ROAD 154
GLENWOOD SPRINGS, CO 81601
970.845.7885 T

SURVEYOR
KIPP LAND SURVEYING
P.O. BOX 3154
EAGLE, CO 81631
970.390.9540 T

23 JUNE 2025 PROJ. NO. 2401
PROJ. ARCHITECT: TS DRAWN BY: ES

SET ISSUE DATES	
DATE	ISSUE

REVISIONS		
NO.	DATE	DESCRIPTION

EXTERIOR
MATERIALS

G005

NOTE
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OR
CONSTRUCTION

EAGLE RIVER
RESIDENCE

532 MAIN STREET
MINTURN, CO 81645

ARCHITECT
TOBIN SMITH ARCHITECT, LLC.
2201 SAN PEDRO AVE.
SAN ANTONIO, TX 78212
210 326 6646 P

ARCHITECTURAL CONSULTANT
MPP DESIGN SHOP, INC.
P.O. BOX 288
GYPSUM, CO
81637 970.390.4931 T

STRUCTURAL ENGINEER
SAGAN DESIGN
7443 S. CLARKSON CIR.
CENTENNIAL, CO 80122
303.566.0925 T

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ALPINE ENGINEERING, INC.
34510 HWY 6, UNIT A91 P.O. BOX 97
EDWARDS, CO 81632
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DALLAS, TX 75247
214.460.2673 T

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5020 COUNTRY ROAD 154
GLENWOOD SPRINGS, CO 81601
970.845.7885 T

SURVEYOR
KIPP LAND SURVEYING
P.O. BOX 3154
EAGLE, CO 81631
970.390.9540 T

23 JUNE 2025 PROJ. NO. 2401
PROJ. ARCHITECT: TS DRAWN BY: ES

SET/ISSUE DATES	
DATE	ISSUE

REVISIONS		
NO.	DATE	DESCRIPTION



1 CURRENT - AERIAL LOOKING NORTH



2 CURRENT - AERIAL LOOKING EAST



3 PREVIOUS - AERIAL LOOKING NORTH



4 PREVIOUS - AERIAL LOOKING EAST

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EAGLE RIVER
RESIDENCE

532 MAIN STREET
MINTURN, CO 81645

ARCHITECT
TOBIN SMITH ARCHITECT, LLC.
2201 SAN PEDRO AVE.
SAN ANTONIO, TX 78212
210 326 6646 P

ARCHITECTURAL CONSULTANT
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P.O. BOX 288
GYPSUM, CO
81637 970.390.4931 T

STRUCTURAL ENGINEER
SAGAN DESIGN
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CENTENNIAL, CO 80122
303.566.0925 T

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EDWARDS, CO 81632
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3939 BLACK GOLD DR.
DALLAS, TX 75247
214.460.2673 T

GEOTECHNICAL ENGINEER
KUMAR & ASSOCIATES, INC.
5020 COUNTRY ROAD 154
GLENWOOD SPRINGS, CO 81601
970.845.7880 T

SURVEYOR
KIPP LAND SURVEYING
P.O. BOX 3154
EAGLE, CO 81631
970.390.9540 T

23 JUNE 2025 PROJ. NO. 2401
PROJ. ARCHITECT: TS DRAWN BY: ES

SET/ISSUE DATES	
DATE	ISSUE

REVISIONS		
NO.	DATE	DESCRIPTION

3D VIEWS
CURRENT/
PREVIOUS
3D-02



1 CURRENT - EYE LEVEL LOOKING NORTH



2 CURRENT - EYE LEVEL LOOKING EAST



3 PREVIOUS - EYE LEVEL LOOKING NORTH



4 PREVIOUS - EYE LEVEL LOOKING EAST



1 AERIAL - LOOKING NORTH



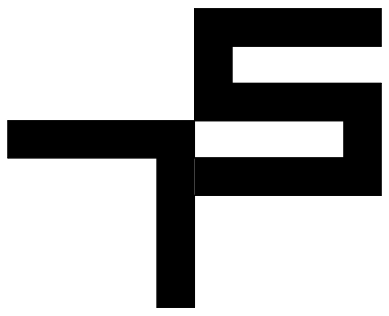
2 AERIAL - LOOKING WEST



3 AERIAL - LOOKING EAST



4 AERIAL - LOOKING SOUTH



TOBIN SMITH
ARCHITECT

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OR
CONSTRUCTION

EAGLE RIVER
RESIDENCE

532 MAIN STREET
MINTURN, CO 81645

ARCHITECT
TOBIN SMITH ARCHITECT, LLC.
2201 SAN PEDRO AVE.
SAN ANTONIO, TX 78212
210 326 6646 P

ARCHITECTURAL CONSULTANT
MPP DESIGN SHOP, INC.
P.O. BOX 288
GYPSUM, CO
81637 970.390.4931 T

STRUCTURAL ENGINEER
SAGAN DESIGN
7443 S. CLARKSON CIR.
CENTENNIAL, CO 80122
303.566.0925 T

CIVIL ENGINEER
ALPINE ENGINEERING, INC.
34510 HWY 6, UNIT A91 P.O. BOX 97
EDWARDS, CO 81632
970.526.3373 T

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SKYLINE MECHANICAL, INC.
16 ALPINE RANCH RD.
GYPSUM, CO 81637
970.524.6809 T

LIGHTING CONSULTANT
BYROWATERS DESIGN, LLC.
3939 BLACK GOLD DR.
DALLAS, TX 75247
214.460.2673 T

GEOTECHNICAL ENGINEER
KUMAR & ASSOCIATES, INC.
5020 COUNTRY ROAD 154
GLENWOOD SPRINGS, CO 81601
970.845.7888 T

SURVEYOR
KIPP LAND SURVEYING
P.O. BOX 3154
EAGLE, CO 81631
970.390.9540 T

23 JUNE 2025 PROJ. NO. 2401
PROJ. ARCHITECT: TS DRAWN BY: ES

SET/ISSUE DATES	
DATE	ISSUE

REVISIONS		
NO.	DATE	DESCRIPTION

3D VIEWS

3D-03

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OR
CONSTRUCTION

EAGLE RIVER
RESIDENCE

532 MAIN STREET
MINTURN, CO 81645

ARCHITECT
TOBIN SMITH ARCHITECT, LLC.
2201 SAN PEDRO AVE.
SAN ANTONIO, TX 78212
210 326 6646 P

ARCHITECTURAL CONSULTANT
MPP DESIGN SHOP, INC.
P.O. BOX 288
GYPSUM, CO
81637 970.390.4931 T

STRUCTURAL ENGINEER
SAGAN DESIGN
7443 S. CLARKSON CIR.
CENTENNIAL, CO 80122
303.596.0925 T

CIVIL ENGINEER
ALPINE ENGINEERING, INC.
34510 HWY 6, UNIT A91 P.O. BOX 97
EDWARDS, CO 81632
970.526.3373 T

MECHANICAL ENGINEER
SKYLINE MECHANICAL, INC.
16 ALPINE RANCH RD.
GYPSUM, CO 81637
970.524.6809 T

LIGHTING CONSULTANT
BYROWATERS DESIGN, LLC.
3939 BLACK GOLD DR.
DALLAS, TX 75247
214.460.2673 T

GEOTECHNICAL ENGINEER
KUMAR & ASSOCIATES, INC.
5020 COUNTRY ROAD 154
GLENWOOD SPRINGS, CO 81601
970.845.7880 T

SURVEYOR
KIPP LAND SURVEYING
P.O. BOX 3154
EAGLE, CO 81631
970.390.9540 T

23 JUNE 2025 PROJ. NO. 2401
PROJ. ARCHITECT: TS DRAWN BY: ES

SET ISSUE DATES	
DATE	ISSUE

REVISIONS		
NO.	DATE	DESCRIPTION

3D VIEWS

3D-04



1 FRONT VIEW - NORTH



2 FRONT VIEW - EAST



3 FRONT VIEW - GARAGE



4 FRONT VIEW - WALKWAY



TOBIN SMITH
ARCHITECT

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PERMITTING
OR
CONSTRUCTION**

EAGLE RIVER RESIDENCE

532 MAIN STREET
MINTURN, CO 81645

ARCHITECT
ROBIN SMITH ARCHITECT, LLC.
201 SAN PEDRO AVE.
SAN ANTONIO, TX 78212
10 326 6646 P

ARCHITECTURAL CONSULTANT
 PIP DESIGN SHOP, INC.
 P.O. BOX 288
 GYPSUM, CO
 1637 970.390.4931 T

STRUCTURAL ENGINEER
AGAN DESIGN
 443 S. CLARKSON CIR.
 CENTENNIAL, CO 80122
 303.506.0925 T

CIVIL ENGINEER
ALPINE ENGINEERING, INC.
4510 HWY 6, UNIT A9/ P.O. BOX 97
EDWARDS, CO 81632
70.926.3373 T

MECHANICAL ENGINEER
KYLINE MECHANICAL, INC.
6 ALPINE RANCH RD.
GYPSUM, CO 81637
70.524.6809 T

LIGHTING CONSULTANT
 RYD WATERS DESIGN, LLC.
 939 BLACK GOLD DR.
 DALLAS, TX 75247
 214.460.2673 T

GEOTECHNICAL ENGINEER
UMAR & ASSOCIATES, INC.
 1020 COUNTRY ROAD 154
 GLENWOOD SPRINGS, CO 81601
 970.945.7988 T

SURVEYOR
PIPP LAND SURVEYING
 P.O. BOX 3154
 EAGLE, CO 81631
 70.390.9540 T

JUNE 2025 PROJ. NO. 2401
 PROJ. ARCHITECT: TS DRAWN BY: ES

SET ISSUE DATES	
DATE	ISSUE

DATE	ISSUE

REVISIONS

NO.	DATE	DESCRIPTION
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3D VIEWS

3D-05



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APPROVAL,
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CONSTRUCTION**

EAGLE RIVER RESIDENCE

532 MAIN STREET
MINTURN, CO 81645

ARCHITECT
TOBIN SMITH ARCHITECT, LLC.
2201 SAN PEDRO AVE.
SAN ANTONIO, TX 78212
210 326 6646 P

ARCHITECTURAL CONSULTANT
MPP DESIGN SHOP, INC.
P.O. BOX 288
GYPSUM, CO
81637 970.390.4931 T

STRUCTURAL ENGINEER
SAGAN DESIGN
7443 S. CLARKSON CIR.
CENTENNIAL, CO 80122
303.506.0925 T

CIVIL ENGINEER
ALPINE ENGINEERING, INC.
34510 HWY 6, UNIT A9/ P.O. BOX 97
EDWARDS, CO 81632
970.926.3373 T

MECHANICAL ENGINEER
SKYLINE MECHANICAL, INC.
 16 ALPINE RANCH RD.
 GYPSUM, CO 81637
 970.524.6809 T

LIGHTING CONSULTANT
BYRDWATERS DESIGN, LLC.
3939 BLACK GOLD DR.
DALLAS, TX 75247
214.460.2673 T

GEOTECHNICAL ENGINEER
KUMAR & ASSOCIATES, INC.
5020 COUNTRY ROAD 154
GLENWOOD SPRINGS, CO 81601
970.945.7988 T

SURVEYOR
KIPP LAND SURVEYING
P.O. BOX 3154
EAGLE, CO 81631
970.390.9540 T

23 JUNE 2025 PROJ. NO. 2401

PROJ. ARCHITECT: TS DRAWN BY: ES

SET ISSUE DATES

REVISIONS

NO.	DATE	DESCR
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3D VIEWS

3D-06





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EAGLE RIVER RESIDENCE

532 MAIN STREET
MINTURN, CO 81645

ARCHITECT
TOBIN SMITH ARCHITECT, LLC.
2201 SAN PEDRO AVE.
SAN ANTONIO, TX 78212
210 326 6646 P

ARCHITECTURAL CONSULTANT
MPP DESIGN SHOP, INC.
P.O. BOX 288
GYPSUM, CO
81637 970.390.4931 T

STRUCTURAL ENGINEER
SAGAN DESIGN
7443 S. CLARKSON CIR.
CENTENNIAL, CO 80122
303.506.0925 T

CIVIL ENGINEER
ALPINE ENGINEERING, INC.
34510 HWY 6, UNIT A9/ P.O. BOX 9
EDWARDS, CO 81632
970.926.3373 T

MECHANICAL ENGINEER
SKYLINE MECHANICAL, INC.
16 ALPINE RANCH RD.
GYP SUM, CO 81637
970.524.6809 T

LIGHTING CONSULTANT
BYRDWATERS DESIGN, LLC.
3939 BLACK GOLD DR.
DALLAS, TX 75247
214.460.2673 T

GEOTECHNICAL ENGINEERING
KUMAR & ASSOCIATES, INC.
5020 COUNTRY ROAD 154
GLENWOOD SPRINGS, CO 81601

SURVEYOR
KIPP LAND SURVEYING
P.O. BOX 3154
EAGLE, CO 81631
970.390.9540 T

23 JUNE 2025 PROJ. NO. 2401

PROJ. ARCHITECT: TS DRAWN BY: Author

SET ISSUE DATE: _____

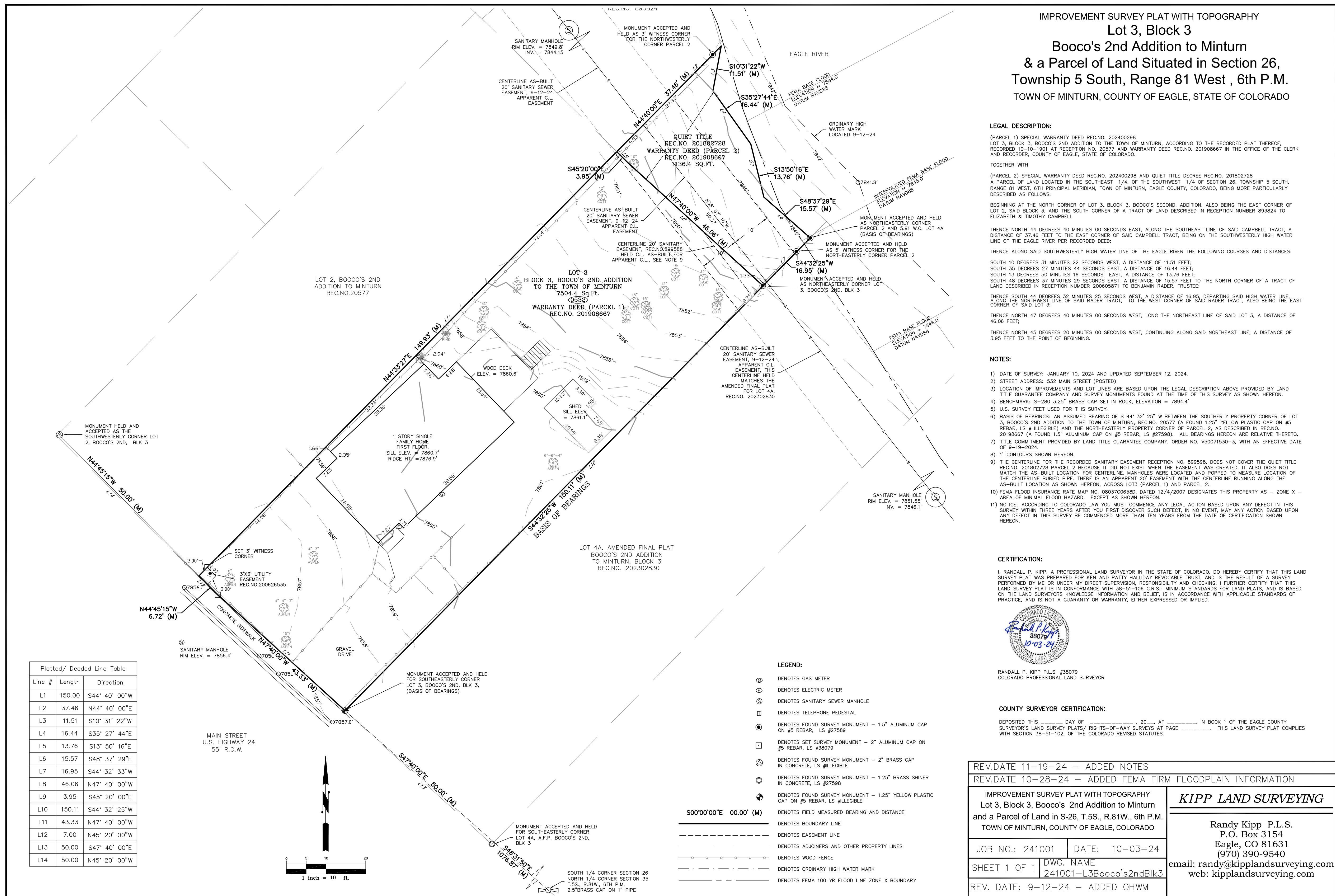
DATE	ISSUE

REVISIONS

[illegible]

SURVEY -
EXISTING

EX100



1 SURVEY - EXISTING

RANDALL P. KIPP P.L.S. #38079
COLORADO PROFESSIONAL LAND SURVEYOR

COUNTY SURVEYOR CERTIFICATION:

DEPOSITED THIS _____ DAY OF _____, 20____, AT _____ IN BOOK 1 OF THE EAGLE COUNTY
SURVEYOR'S LAND SURVEY PLATS/ RIGHTS-OF-WAY SURVEYS AT PAGE _____. THIS LAND SURVEY PLAT COMPLIES
WITH SECTION 38-51-102, OF THE COLORADO REVISED STATUTES.

REV.DATE 11-19-24 – ADDED NOTES
REV.DATE 10-28-24 – ADDED FEMA FIRM FLOODPLAIN INFORMATION

IMPROVEMENT SURVEY PLAT WITH TOPOGRAPHY
Lot 3, Block 3, Booco's 2nd Addition to Minturn
and a Parcel of Land in S-26, T.5S., R.81W., 6th P.M.

TOWN OF MINTURN, COUNTY OF EAGLE, COLORADO	
JOB NO.: 241001	DATE: 10-03-24

SHEET 1 OF 1	DWG. NAME 241001-L3Booco's2ndBlk3
--------------	--------------------------------------

KIPP LAND SURVEYING

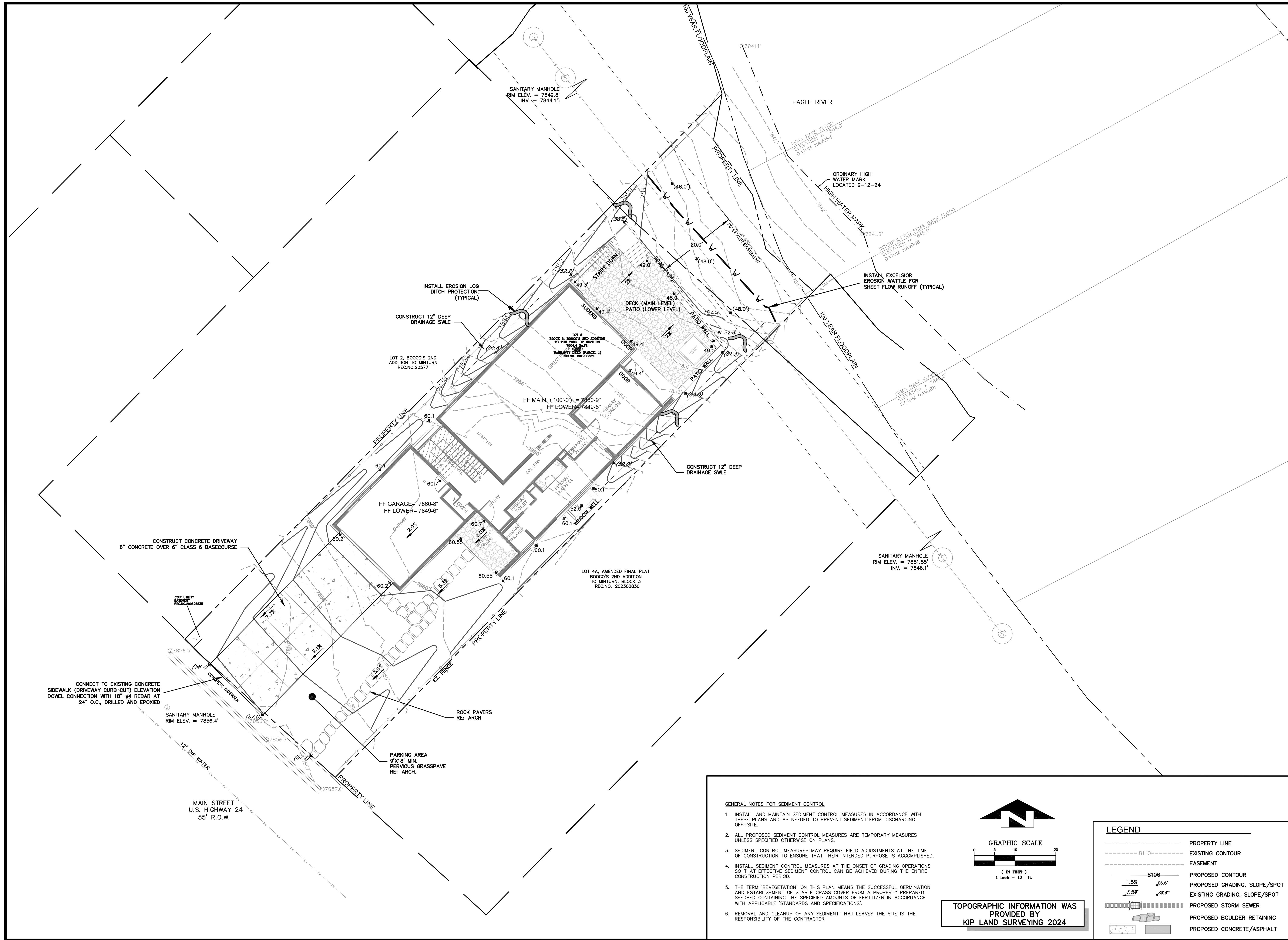
Randy Kipp P.L.S.
P.O. Box 3154
Eagle, CO 81631
(970) 390-9540

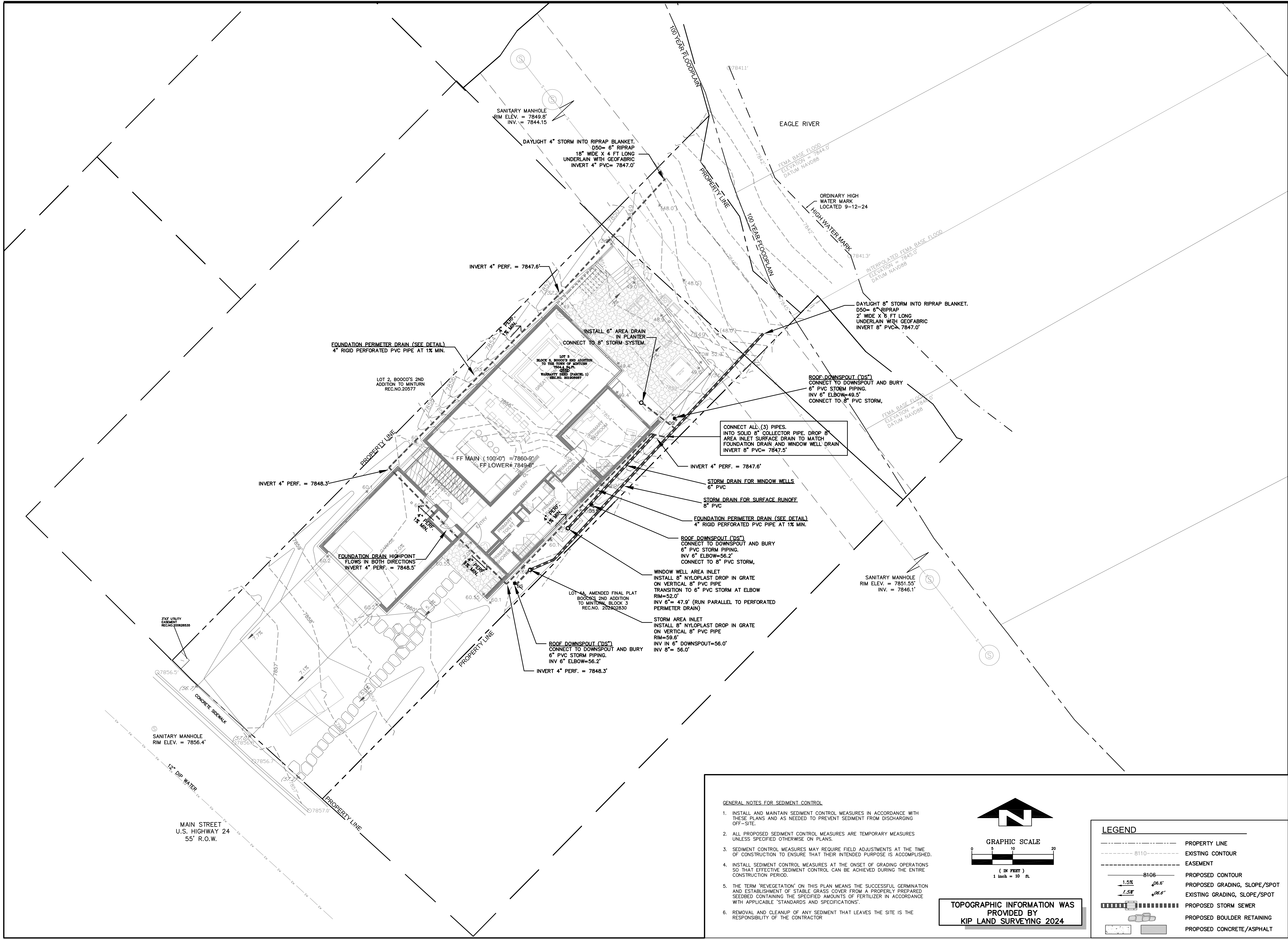
email: randy@kipplandsurveying.com
web: kipplandsurveying.com

532 MAIN STREET
MINTURN, CO
GRADING AND DRAINAGE PLAN

DESIGNED	NO.	DATE	REVISIONS	BY
MCW		12/16/2024	DRB SUBMITTAL	MCW
DRAWN		03/20/2024	DRB SUBMITTAL	MCW
CHECKED		05/07/2025	PERMIT SUBMITTAL	MCW
JOB NO.				
--				
DATE				
11/19/2024				

SHEET
C1.0

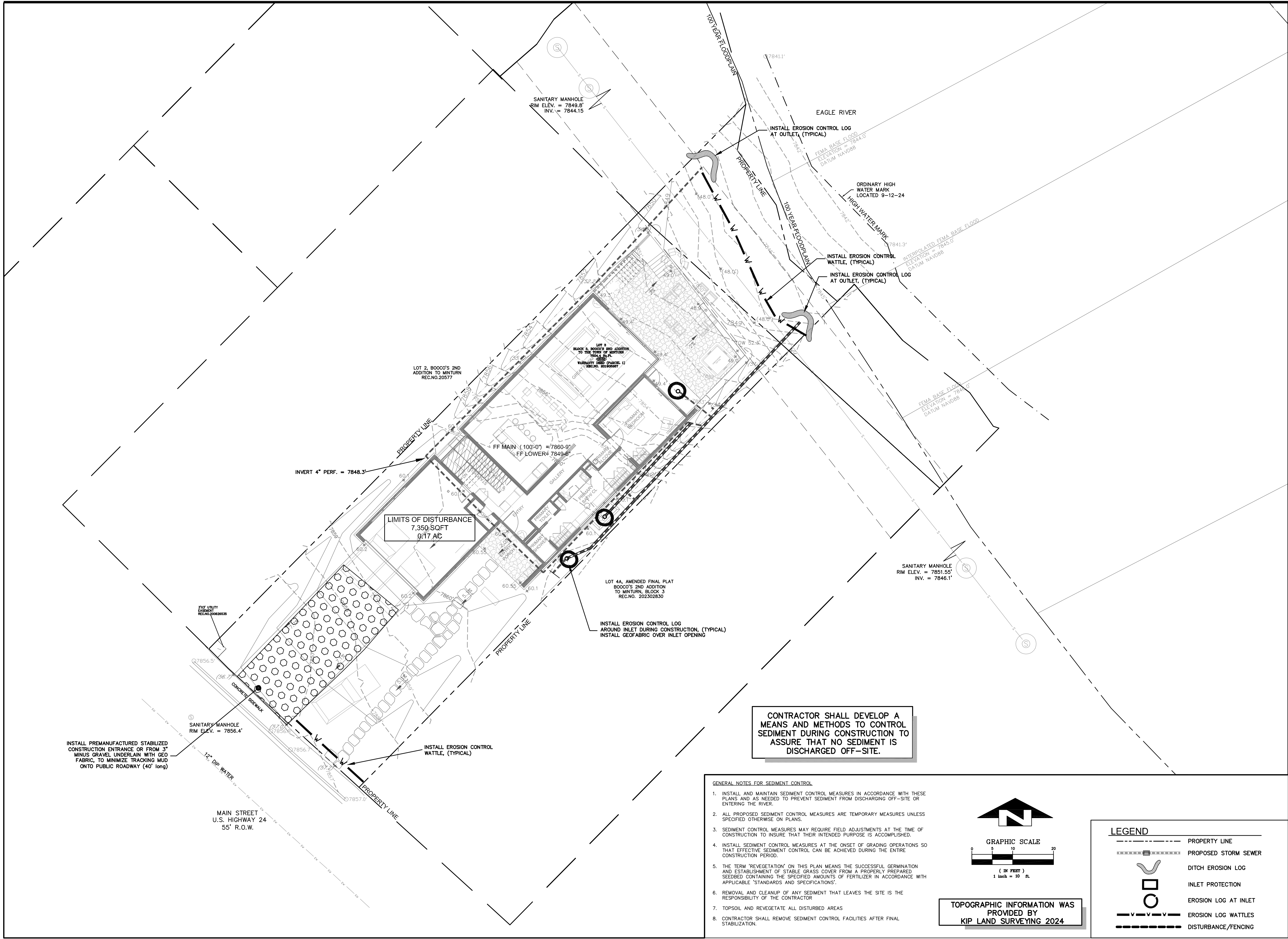




532 MAIN STREET
MINTURN, CO
STORM SEWER PLAN

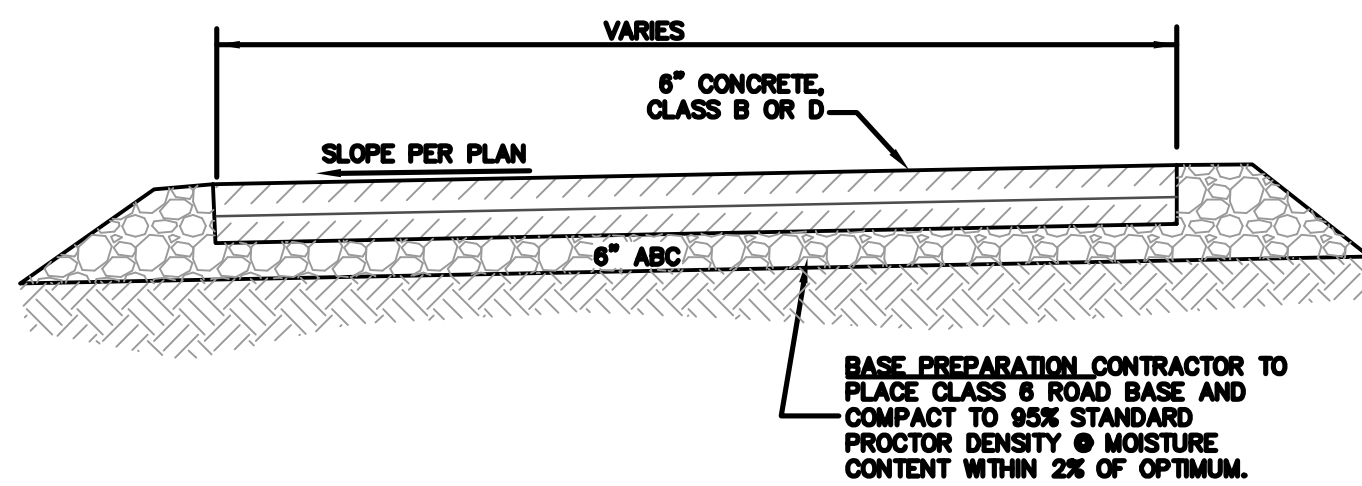
NO.	DATE	REVISIONS	BY
	12/16/2024	DBE SUBMITTAL	MCW
	03/20/2024	DBE SUBMITTAL	MCW
	05/07/2025	PERMIT SUBMITTAL	

DESIGNED	MCW	
DRAWN	TSL, MCW	
CHECKED	MCW	
JOB NO.	--	
DATE	11/19/2024	

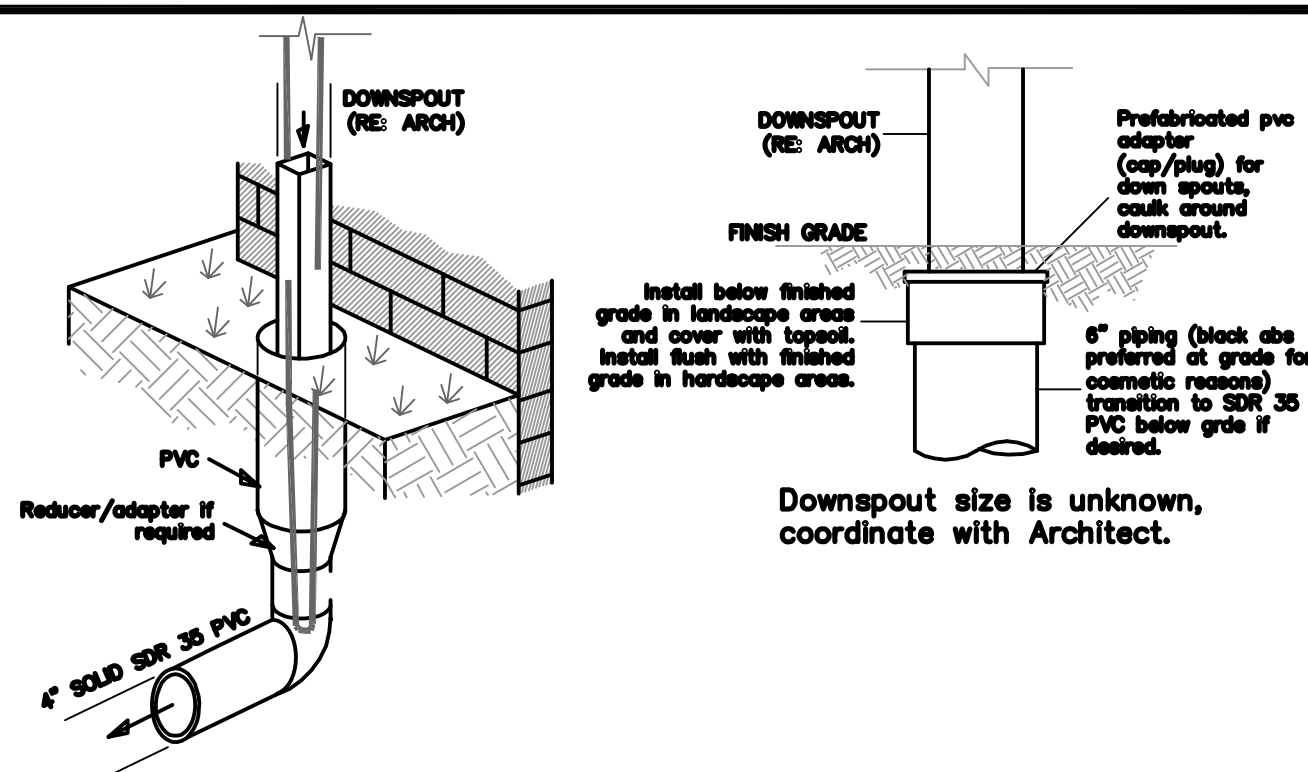


NO.	DATE	REVISIONS	BY
1	12/16/2024	DBE SUBMITTAL	MCW
2	03/20/2024	DBE SUBMITTAL	MCW
3	05/07/2025	PERMIT SUBMITTAL	MCW

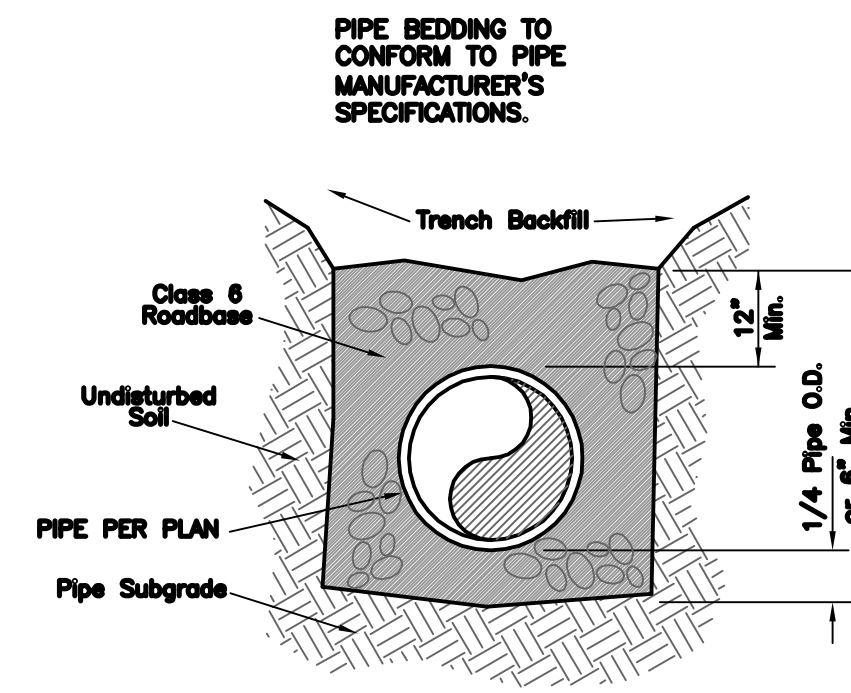
DESIGNED	MCW
DRAWN	TSL, MCW
CHECKED	MCW
JOB NO.	--
DATE	11/19/2024



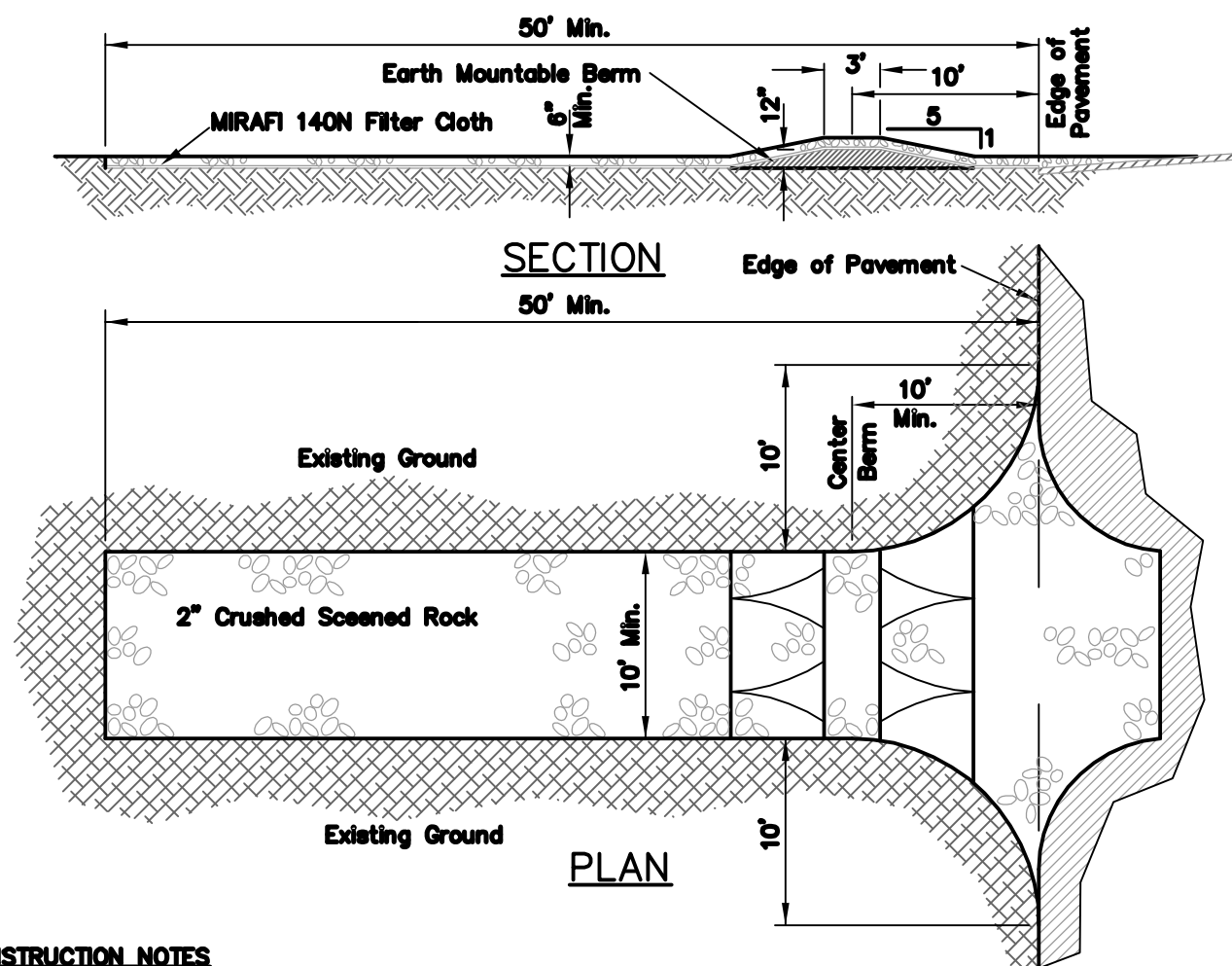
A	CONCRETE DRIVEWAY SECTION
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N.T.S.	
E	DOWNSPOUT (BURIED)

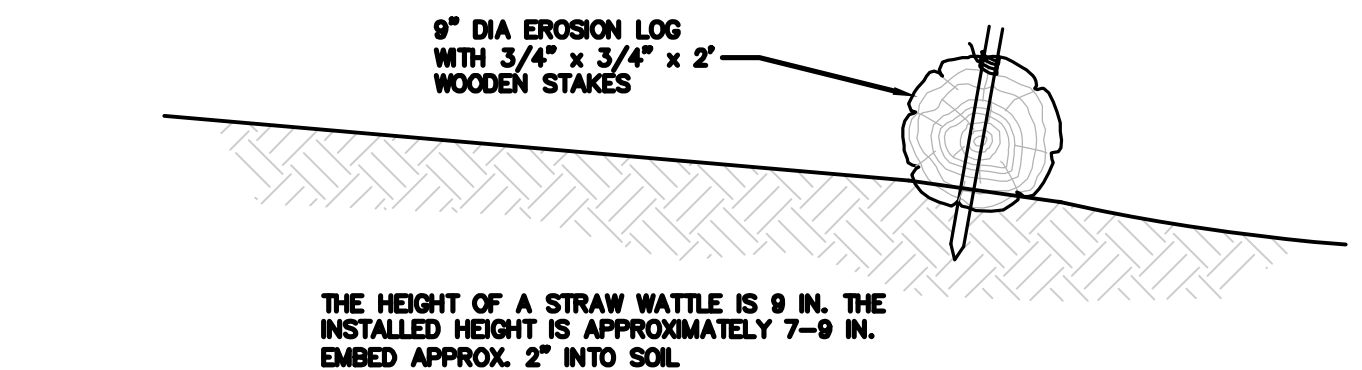


N.T.S.	
I	CULVERT BEDDING

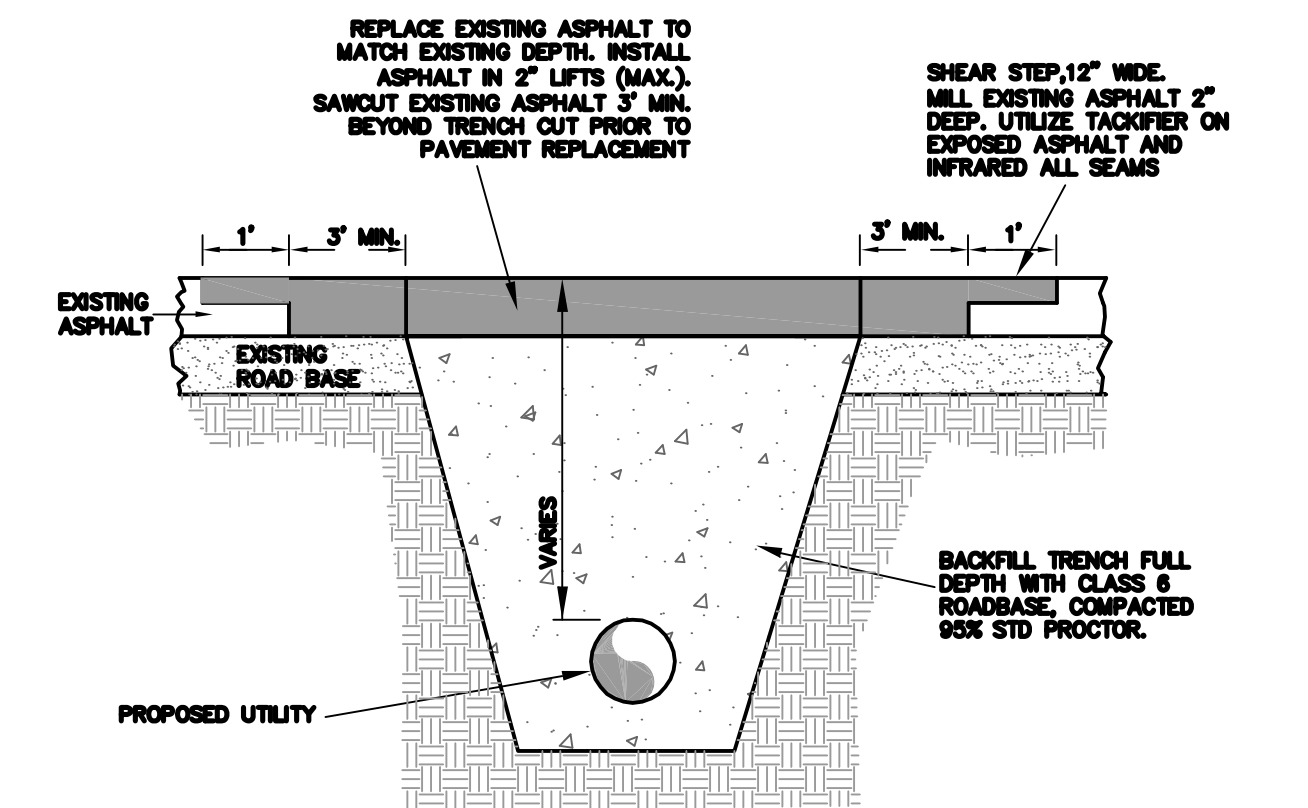


- ### CONSTRUCTION NOTES
1. STONE SIZE - USE 2" CRUSHED SCREENED ROCK.
 2. LENGTH - AS REQUIRED, BUT NOT LESS THAN 50 FEET.
 3. THICKNESS - NOT LESS THAN SIX (6) INCHES.
 4. WIDTH - TEN (10) FOOT MINIMUM, BUT NOT LESS THAN THE FULL WIDTH AT POINTS WHERE INGRESS OR EGRESS OCCURS.
 5. FILTER CLOTH - WILL BE PLACED OVER THE ENTIRE AREA PRIOR TO PLACING OF STONE.
 6. SURFACE WATER - ALL SURFACE WATER FLOWING OR DIVERTED TOWARD CONSTRUCTION ENTRANCES SHALL BE PIPED ACROSS THE ENTRANCE. IF PIPING IS IMPRACTICAL, A MOUNTABLE BERM WITH 5:1 SLOPES WILL BE PERMITTED.
 7. MAINTENANCE - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OF FLOWING WATER INTO RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHT-OF-WAY MUST BE REMOVED IMMEDIATELY. SOE SHALL REMAIN IN PLACE UNTIL PAVING OF ENTRANCE COMPLETES.
 8. WASHING - WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHTS-OF-WAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH STONE AND WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE.
 9. PERIODIC INSPECTION AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN.

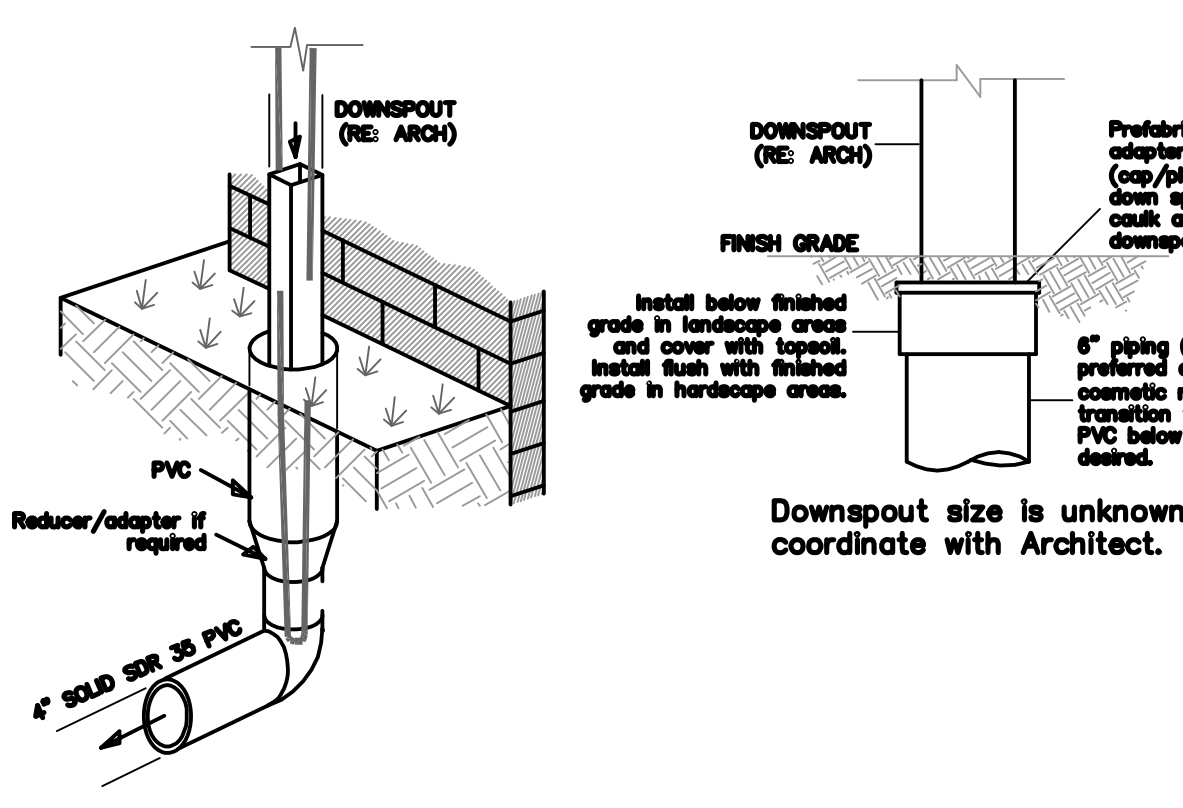
K	STABILIZED CONSTRUCTION ENTRANCE
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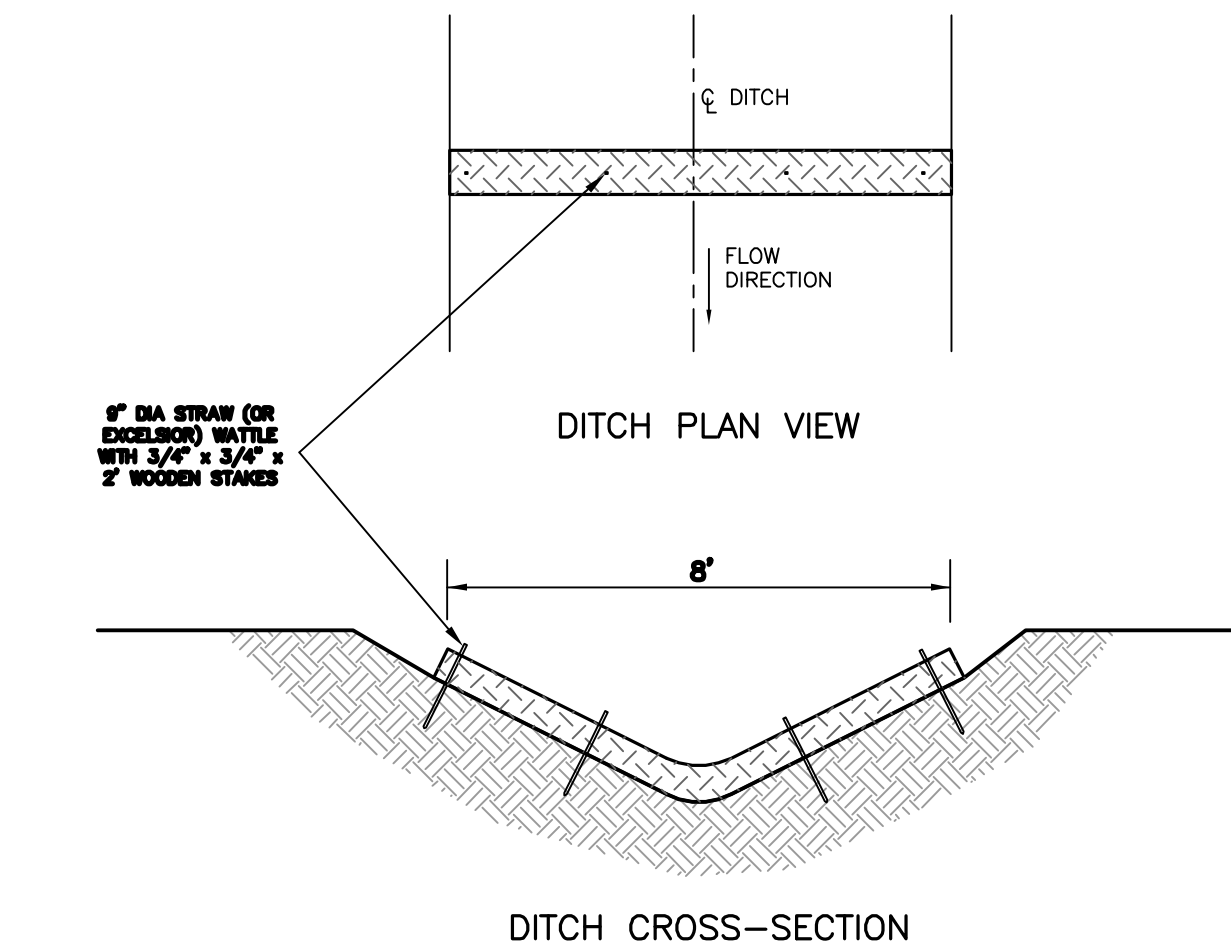
C EROSION LOG WATTLE DETAIL



N.T.S.	
F	ROADCUT DETAIL

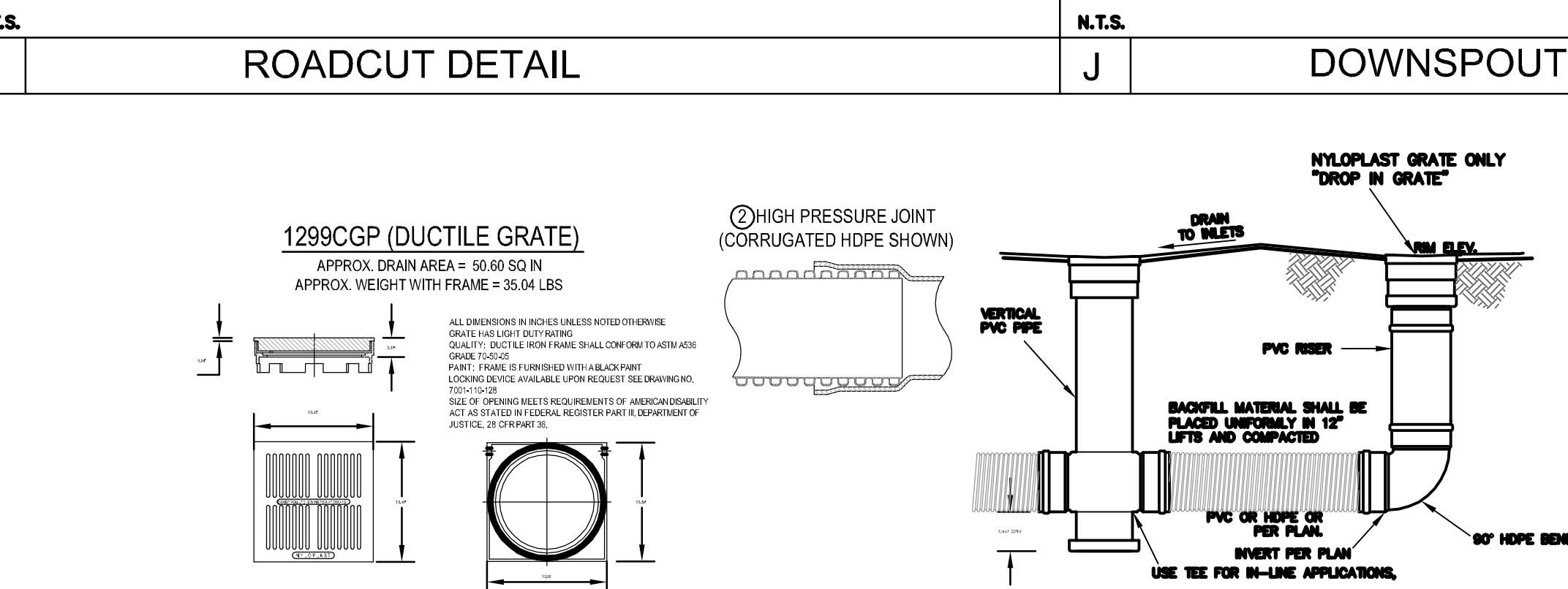


J	DOWNSPOUT (BURIED)
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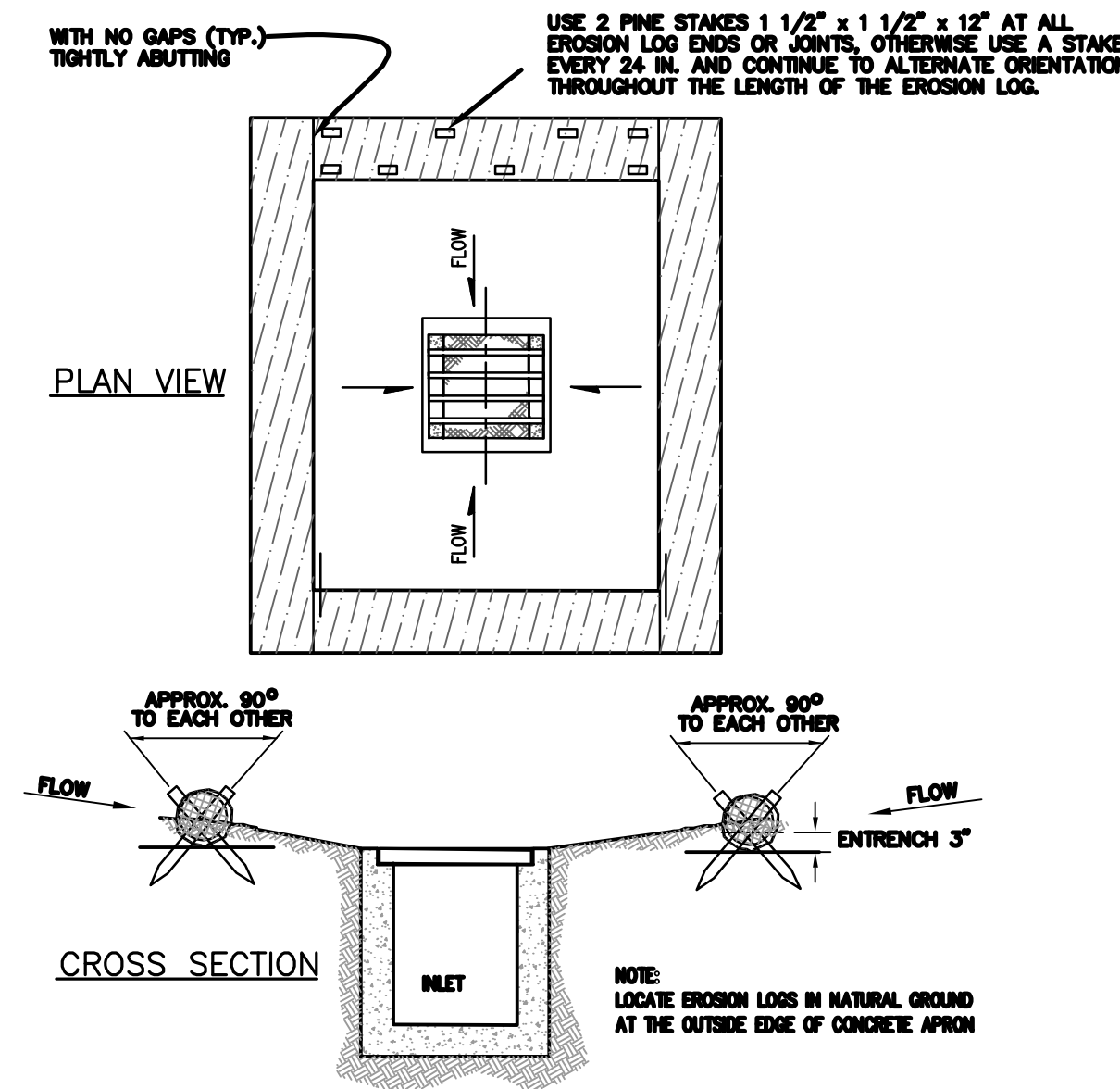


1. THE HEIGHT OF A STRAW WATTLE IS 6 IN. THE INSTALLED HEIGHT IS APPROXIMATELY 5 - 7 IN. THE STANDARD LENGTH OF STRAW WATTLES IS 20 FT. HOWEVER OTHER LENGTHS WILL BE MADE UPON REQUEST.
2. STRAW WATTLES SHOULD BE INSTALLED IN SHALLOW TRENCHES, 2 - 4 IN. DEEP, DEPENDING ON SOIL TYPE AND SLOPE STEEPNESS AND TRENCH WIDTHS FOR SLOPES OF 1:1 TO 1.5:1. DEEPER TRENCHES ARE REQUIRED FOR TRENCHES SHALLOWER FOR HARD, ROCKY SOILS AND GENTLER SLOPES. USE MATTOCKS AND SHOVEL TO DIG THE TRENCH, THROWING EXCAVATED SOIL TO THE UPHILL SIDE TO PREVENT RUNOFF FROM UNDERCUTTING THE WATTLE.
3. INSTALL WATTLE IN DRAINAGE DITCH PERPENDICULAR TO FLOW DIRECTION.

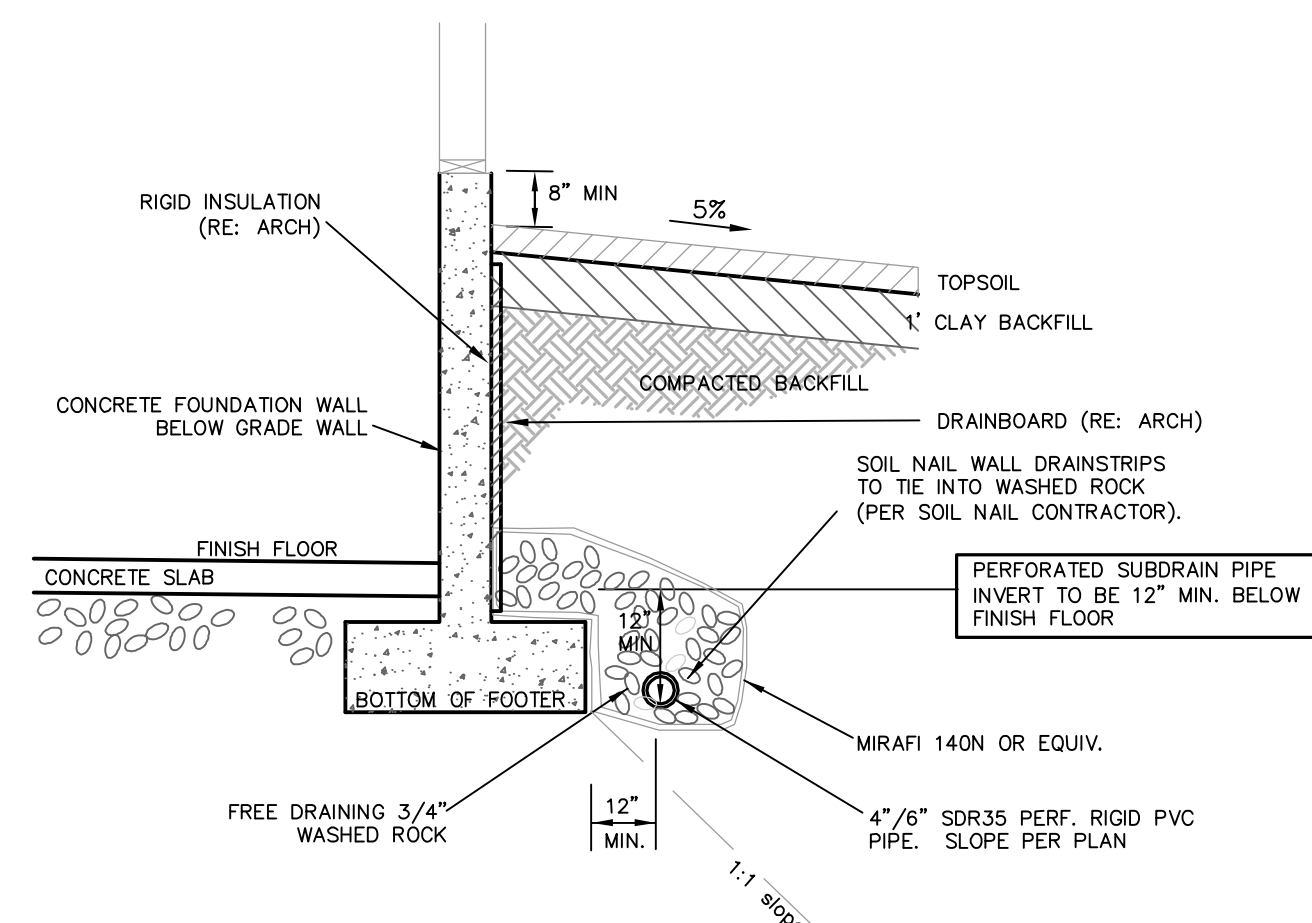
D	DITCH EROSION LOG
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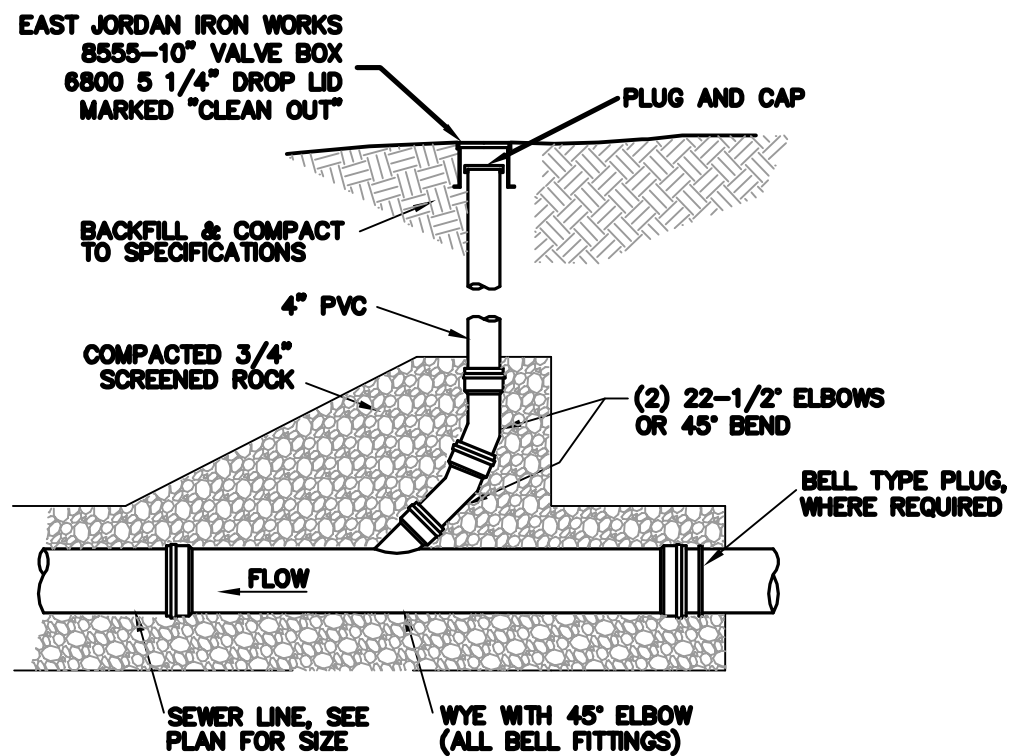
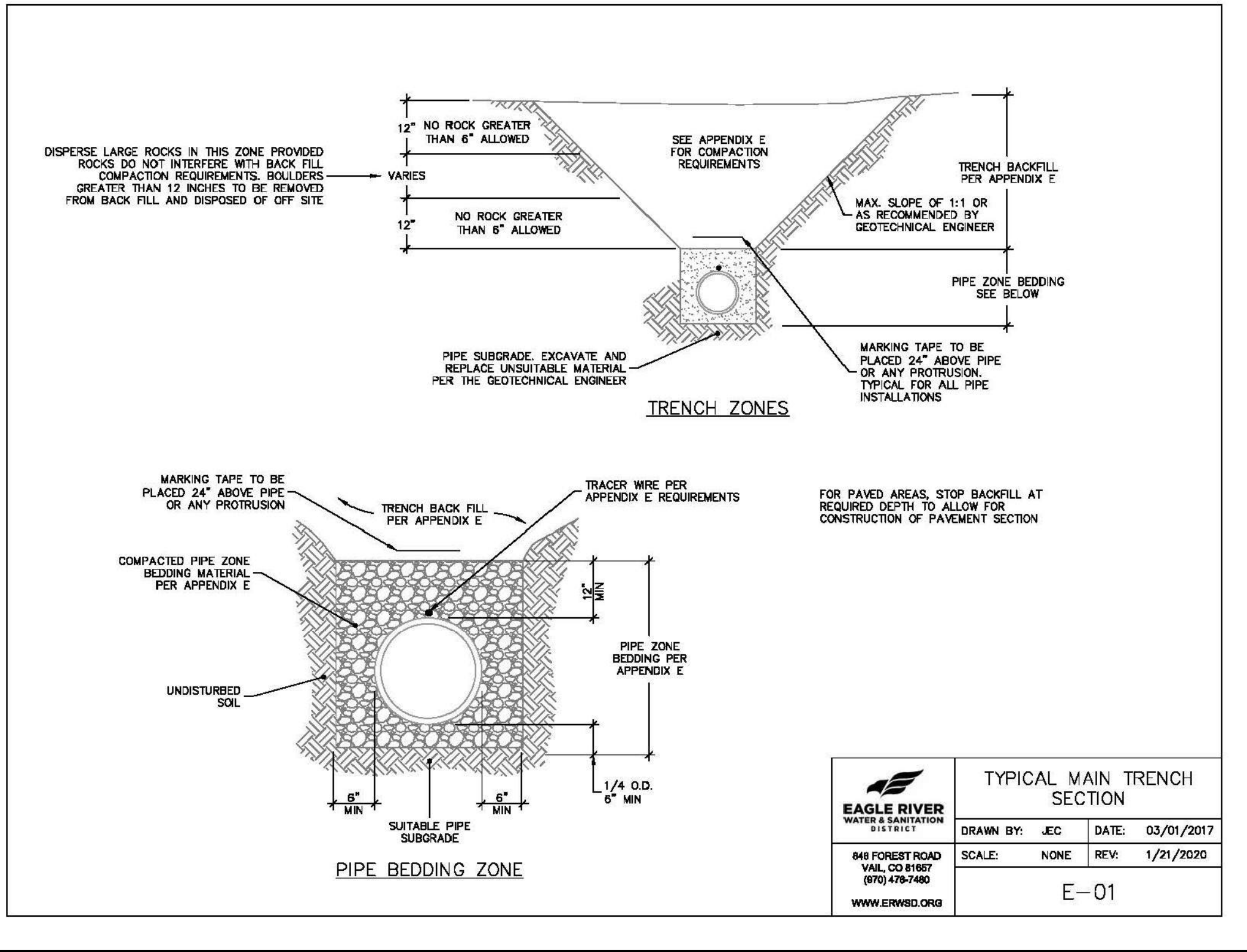
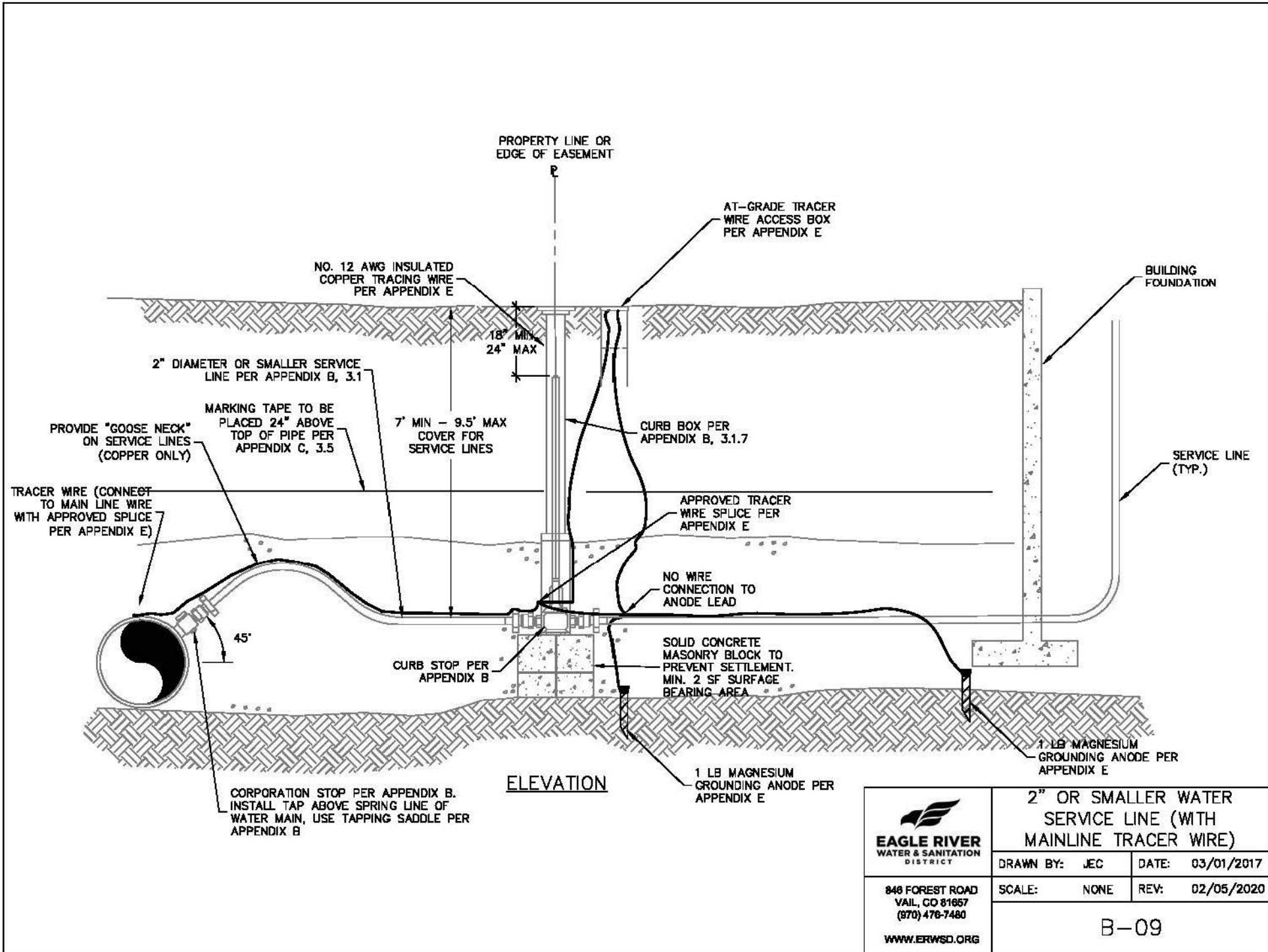
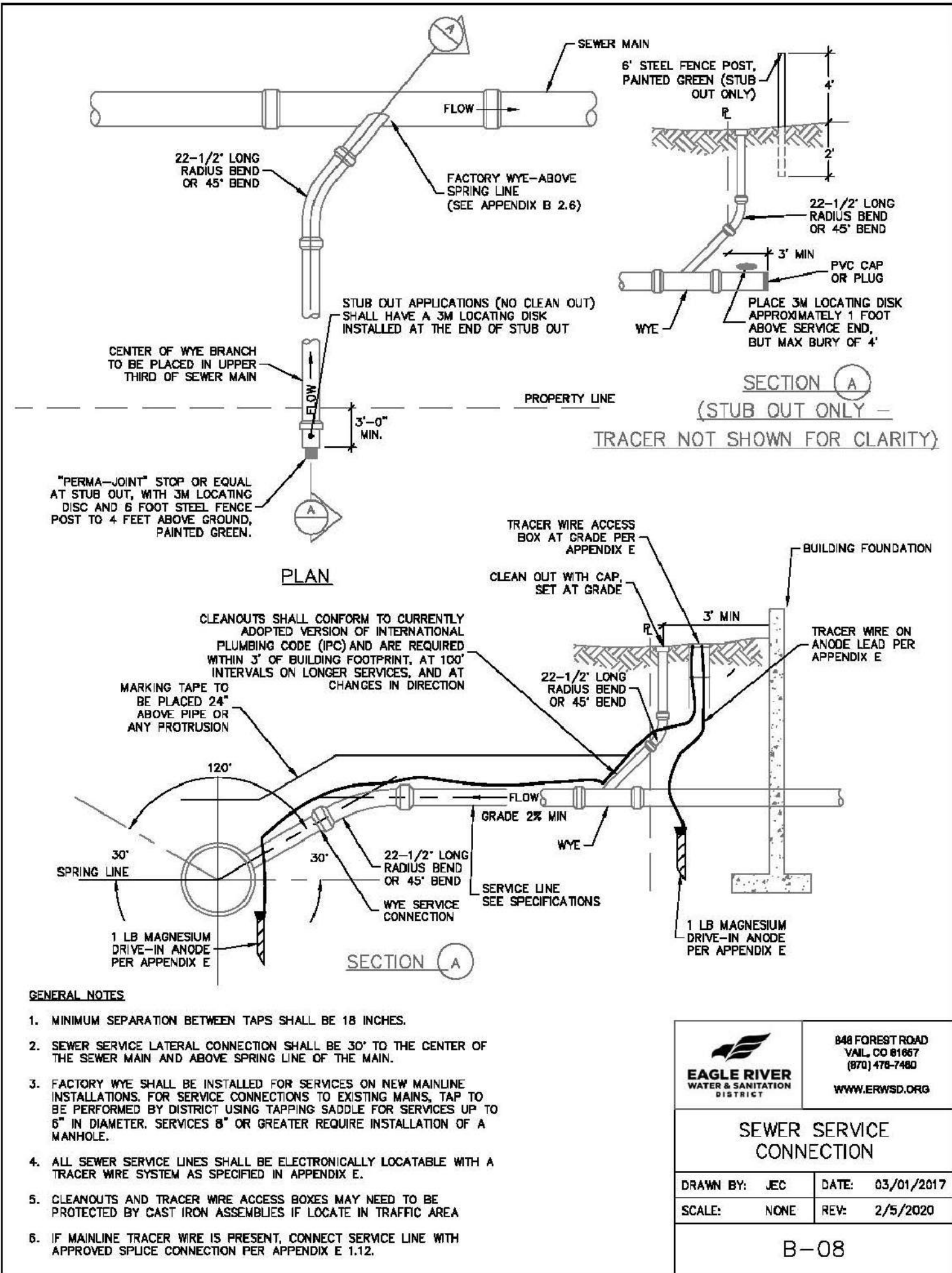
N.T.S.	
G	NYLOPLAST INLET GRATES



N.T.S.	
H	EROSION LOG INLET PROTECTION



B	EXTERIOR FOUNDATION PERIMETER DRAIN
---	-------------------------------------



A SANITARY SEWER CLEANOUT

532 MAIN STREET
MINTURN, CO
DETAILS

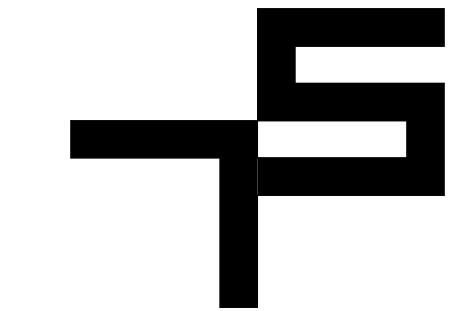
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MCW	TSL, MCW	MCW	--	11/19/2024
NO.	DATE	REVISIONS	BY	
	12/16/2024	DRB SUBMITTAL	MCW	
	03/20/2024	DRB SUBMITTAL	MCW	
	05/07/2025	PERMIT SUBMITTAL	MCW	



2 SITE CONTEXT - EYE LEVEL VIEW



1 SITE CONTEXT - AERIAL VIEW



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970.390.9540 T

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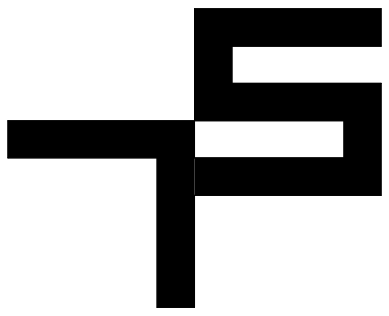
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DATE ISSUE

SITE CONTEXT

A100



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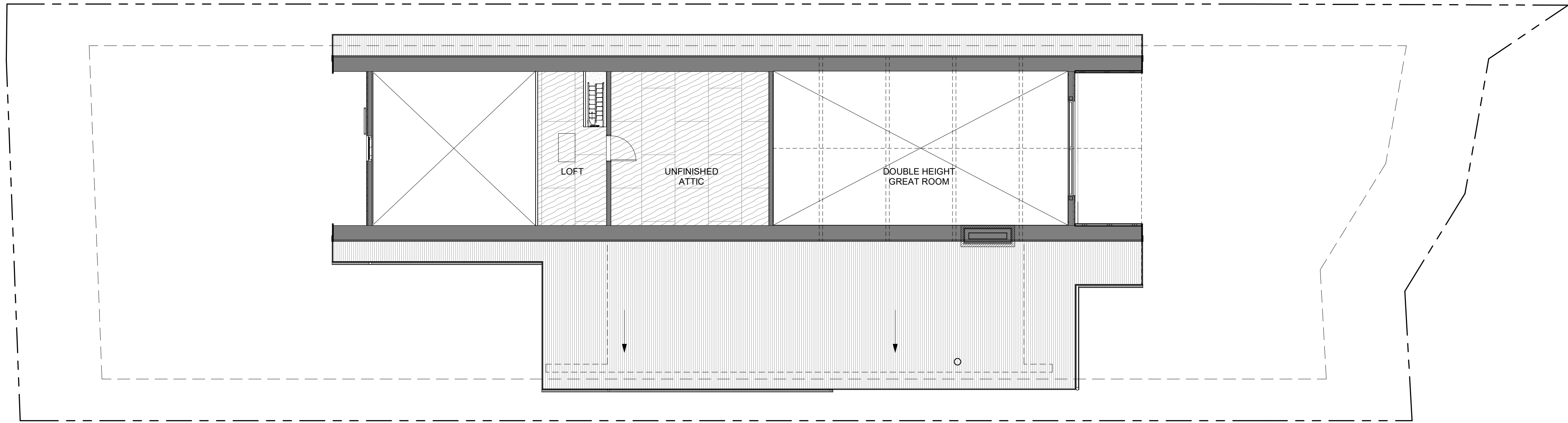
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REVISIONS		
NO.	DATE	DESCRIPTION

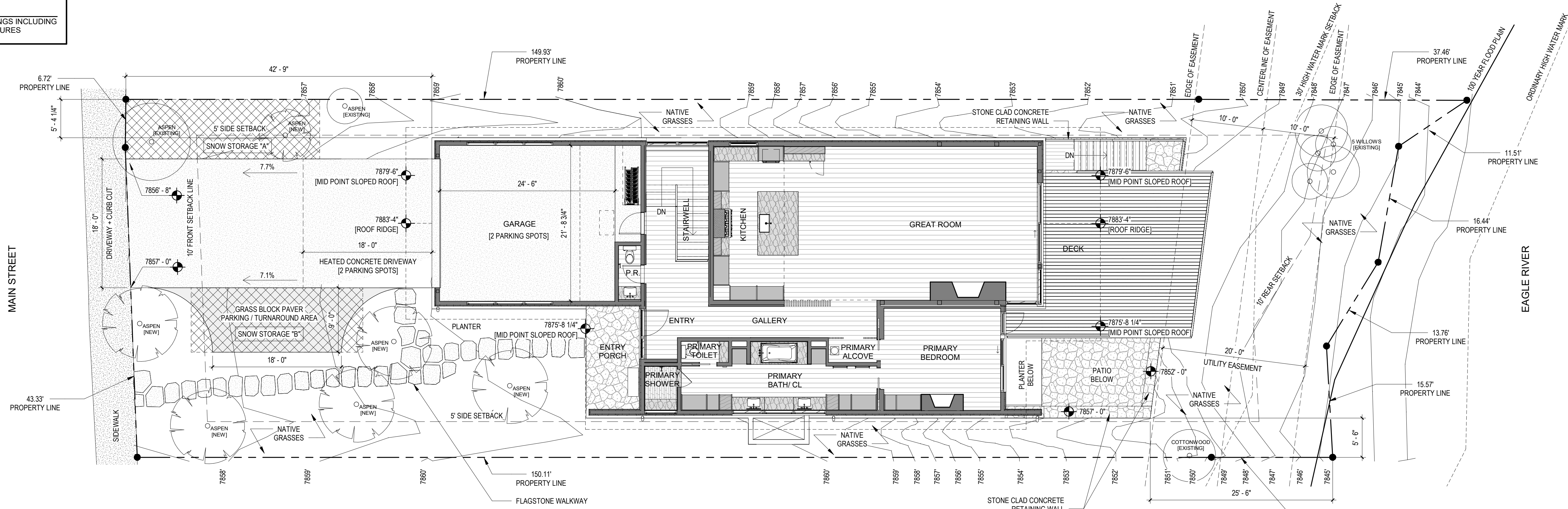
SITE PLANS

A101



3 PLAN - ATTIC LEVEL
SCALE : 1/8" = 1'-0"

LOFT = 170 SQ FT



1 SITE PLAN - GROUND LEVEL
SCALE : 1/8" = 1'-0"

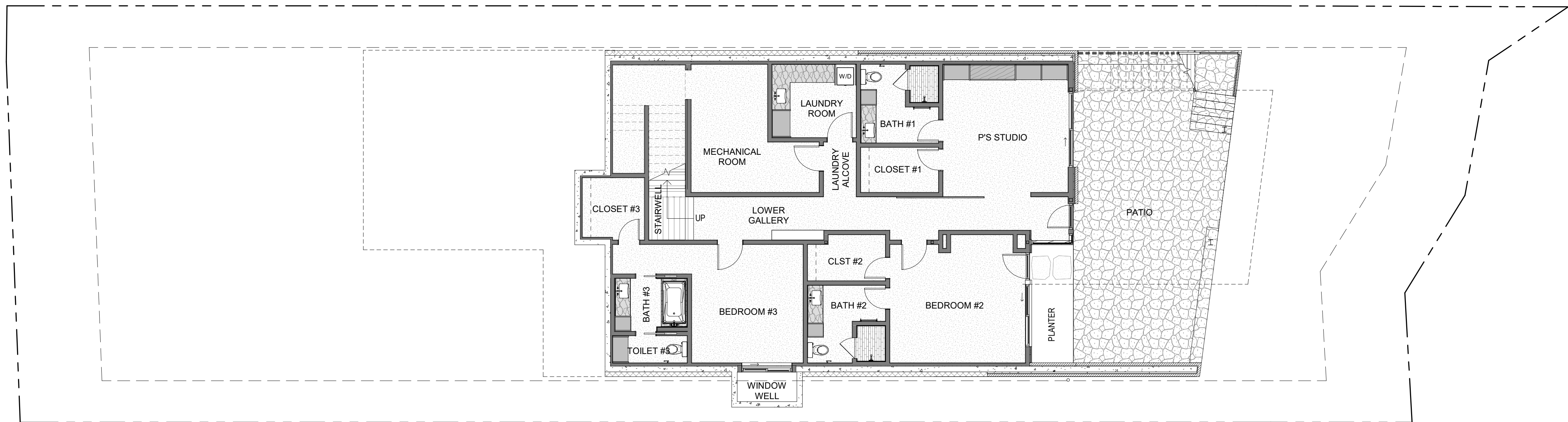
SNOW STORAGE "A" = 225 SQ FT
SNOW STORAGE "B" = 218 SQ FT
TOTAL = 441 SQ FT [5.1% OF LOT AREA]

EXISTING TREES = 8
NEW TREES = 0
TOTAL TREES = 14

LOT AREA = 8640.8 SQ FT

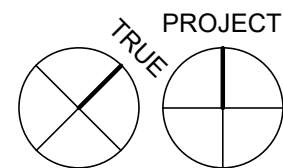
CONDITIONED = 2,168 SQ FT
GARAGE = 662 SQ FT
TOTAL STRUCTURES = 2,830 SQ FT
LOT COVERAGE = 32.7% [45% MAX]

DRIVEWAY = 767 SQ FT
GRASS BLOCK PAVERS = 197 SQ FT
ENTRY PORCH = 117 SQ FT
DECK / STAIRS / PATIO = 812 SQ FT
WINDOW WELL WALLS = 10 SQ FT
TOTAL IMPERV = 4,733 SQ FT [INCL. STRUCTS]
IMPERV AREA = 54.7% [55% MAX]

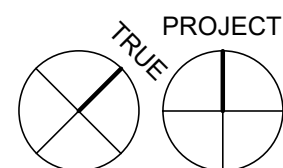
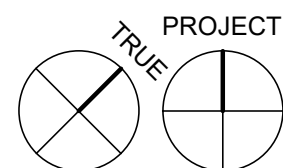


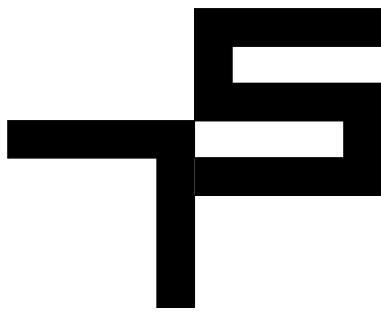
2 PLAN - LOWER LEVEL
SCALE : 1/8" = 1'-0"

CONDITIONED = 1,902 SQ FT
MECHANICAL = 267 SQ FT
PATIO = 694 SQ FT
WINDOW WELL WALLS = 10 SQ FT



NOTE:
SEE EX100 FOR EXISTING BUILDINGS INCLUDING
HOUSE, DECK AND SHED STRUCTURES





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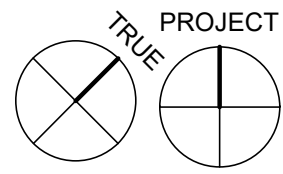
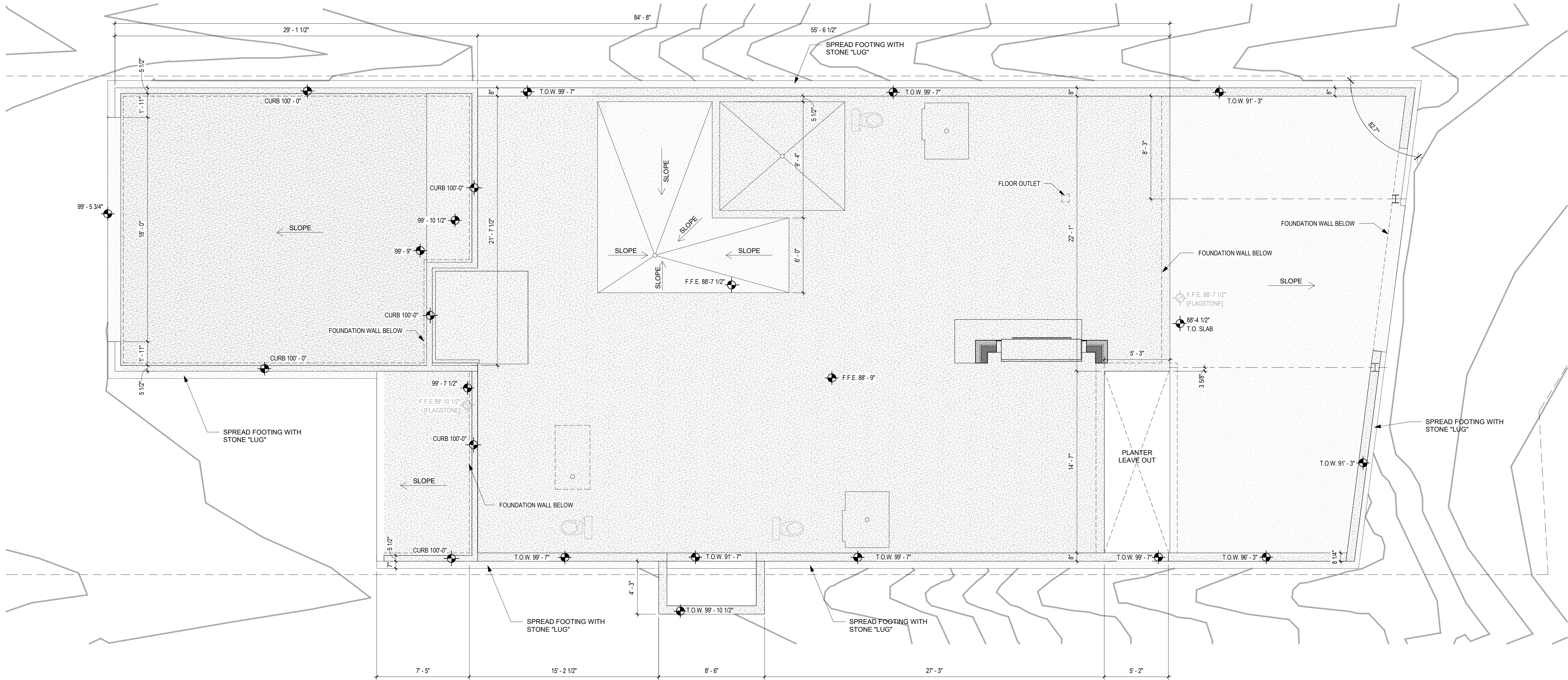
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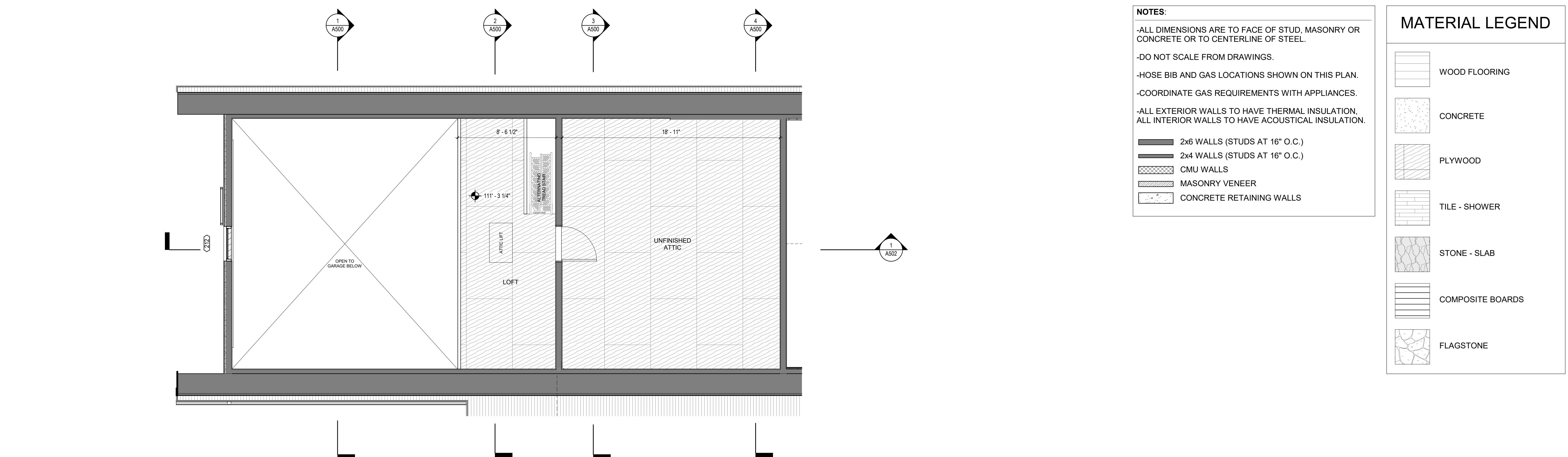
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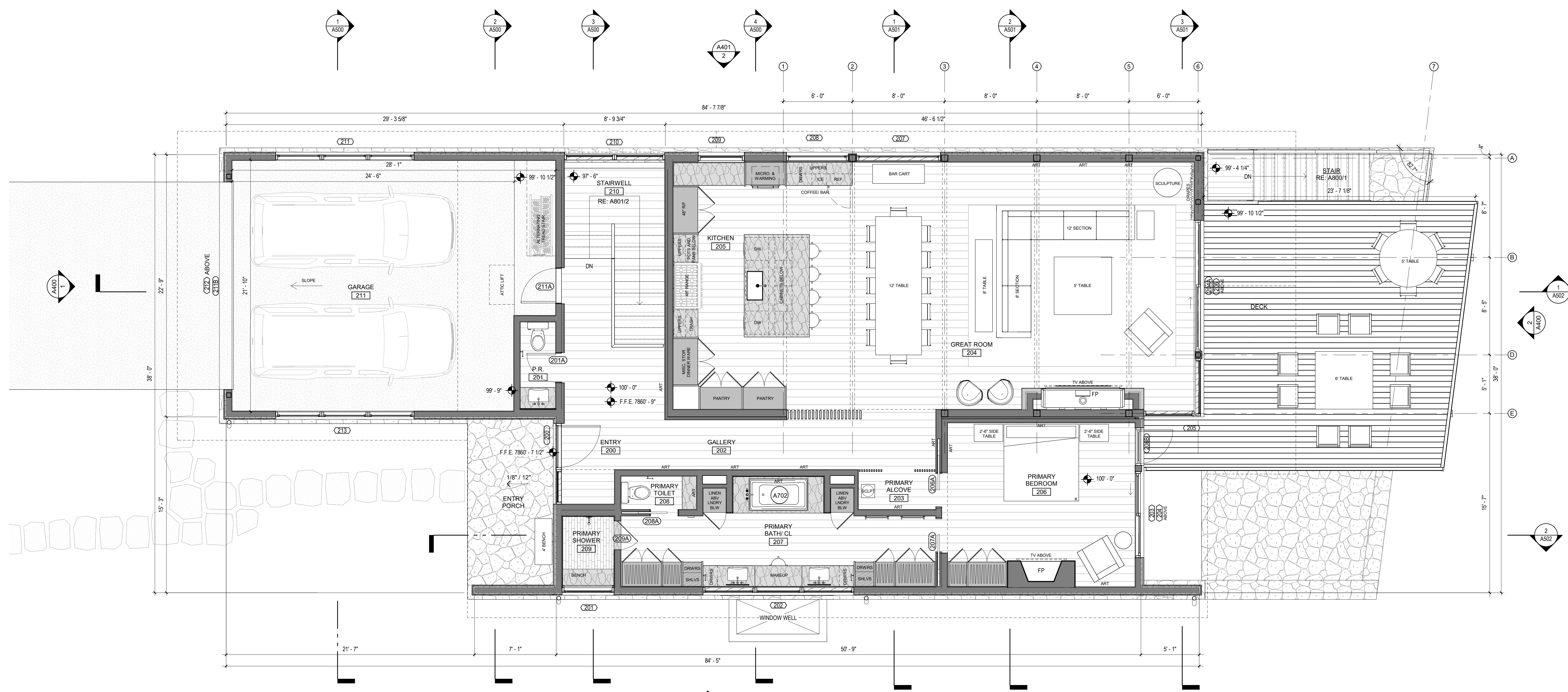
ARCHITECTURAL
FOUNDATION
PLAN
A102



1 ARCHITECTURAL FOUNDATION PLAN - ENLARGED
SCALE : 1/4" = 1'-0"



2 FLOOR PLAN - ATTIC LEVEL
SCALE : 1/4" = 1'-0"



1 FLOOR PLAN - GROUND LEVEL
SCALE : 1/4" = 1'-0"

NOTES:

- ALL DIMENSIONS ARE TO FACE OF STUD, MASONRY OR CONCRETE OR TO CENTERLINE OF STEEL.
- DO NOT SCALE FROM DRAWINGS.
- HOSE BIB AND GAS LOCATIONS SHOWN ON THIS PLAN.
- COORDINATE GAS REQUIREMENTS WITH APPLIANCES.
- ALL EXTERIOR WALLS TO HAVE THERMAL INSULATION, ALL INTERIOR WALLS TO HAVE ACOUSTICAL INSULATION.

MATERIAL LEGEND

- WOOD FLOORING
- CONCRETE
- PLYWOOD
- TILE - SHOWER
- STONE - SLAB
- COMPOSITE BOARDS
- FLAGSTONE

2x6 WALLS (STUDS AT 16" O.C.)
2x4 WALLS (STUDS AT 16" O.C.)
CMU WALLS
MASONRY VENEER
CONCRETE RETAINING WALLS

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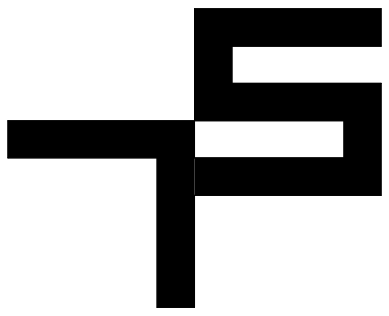
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FLOOR PLAN - GROUND LEVEL

A200



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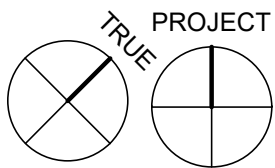
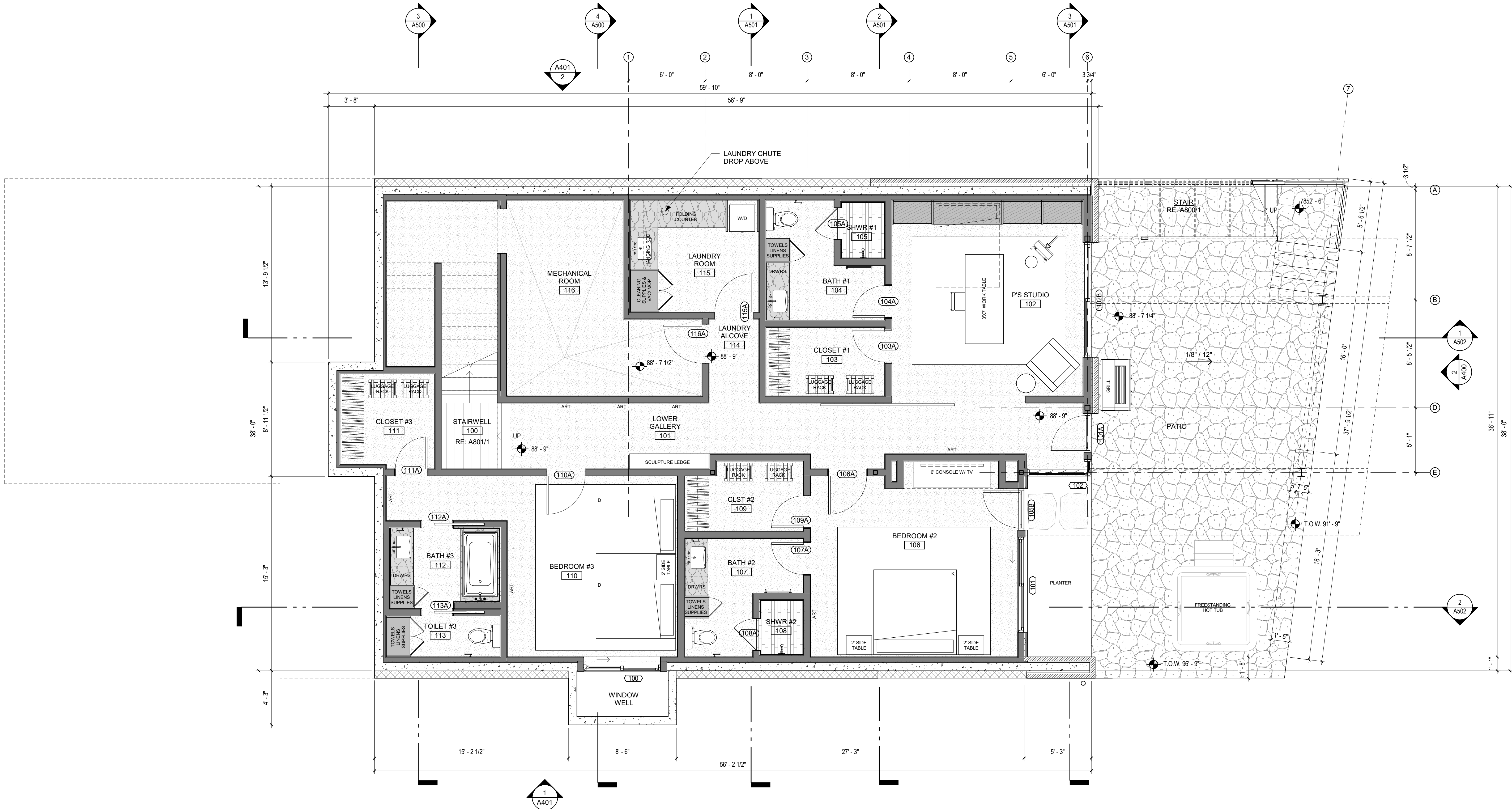
FLOOR PLAN -
LOWER LEVEL

A201

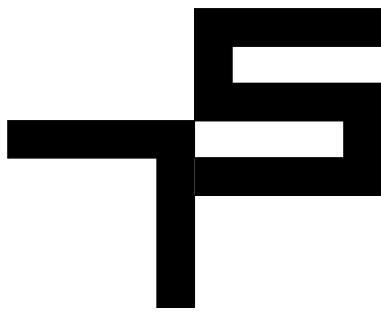
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2x4 WALLS (STUDS AT 16" O.C.)
CMU WALLS
MASONRY VENEER
CONCRETE RETAINING WALLS

MATERIAL LEGEND

- WOOD FLOORING
CONCRETE
PLYWOOD
TILE - SHOWER
STONE - SLAB
COMPOSITE BOARDS
FLAGSTONE



1 FLOOR PLAN - LOWER LEVEL
SCALE : 1/4" = 1'-0"



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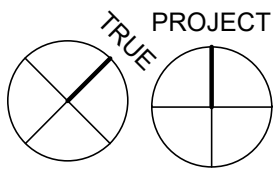
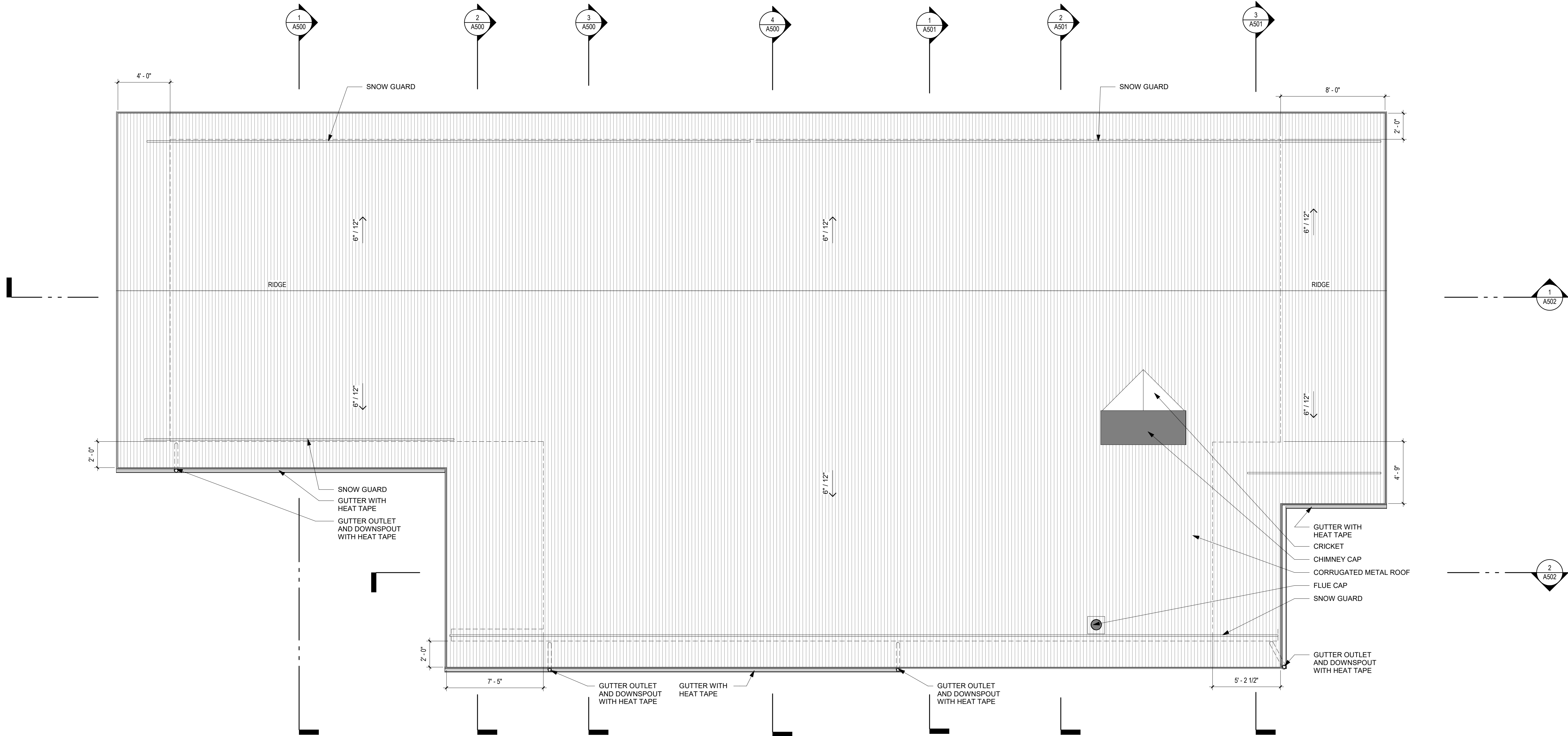
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ROOF PLAN

A240



1 ROOF PLAN
SCALE : 1/4" = 1'-0"



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OR
CONSTRUCTION**

EAGLE RIVER RESIDENCE

532 MAIN STREET
MINTURN, CO 81645

ARCHITECT
TOBIN SMITH ARCHITECT, LLC.
2201 SAN PEDRO AVE.
SAN ANTONIO, TX 78212
210 326 6646 P

ARCHITECTURAL CONSULTANT
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P.O. BOX 288
GYPSUM, CO
81637 970.390.4931 T

STRUCTURAL ENGINEER
SAGAN DESIGN
7443 S. CLARKSON CIR.
CENTENNIAL, CO 80122
303.506.0925 T

CIVIL ENGINEER
ALPINE ENGINEERING, INC.
34510 HWY 6, UNIT A9/ P.O. BOX 97
EDWARDS, CO 81632
970.926.3373 T

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SKYLINE MECHANICAL, INC.
16 ALPINE RANCH RD.
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970.524.6809 T

LIGHTING CONSULTANT
BYRDWATERS DESIGN, LLC.
3939 BLACK GOLD DR.
DALLAS, TX 75247
214.460.2673 T

GEOTECHNICAL ENGINEERING
KUMAR & ASSOCIATES, INC.
5020 COUNTRY ROAD 154
GLENWOOD SPRINGS, CO 81601
970.945.7988 T

SURVEYOR
KIPP LAND SURVEYING
P.O. BOX 3154
EAGLE, CO 81631
970.390.9540 T

23 JUNE 2025 PROJ. NO. 2401

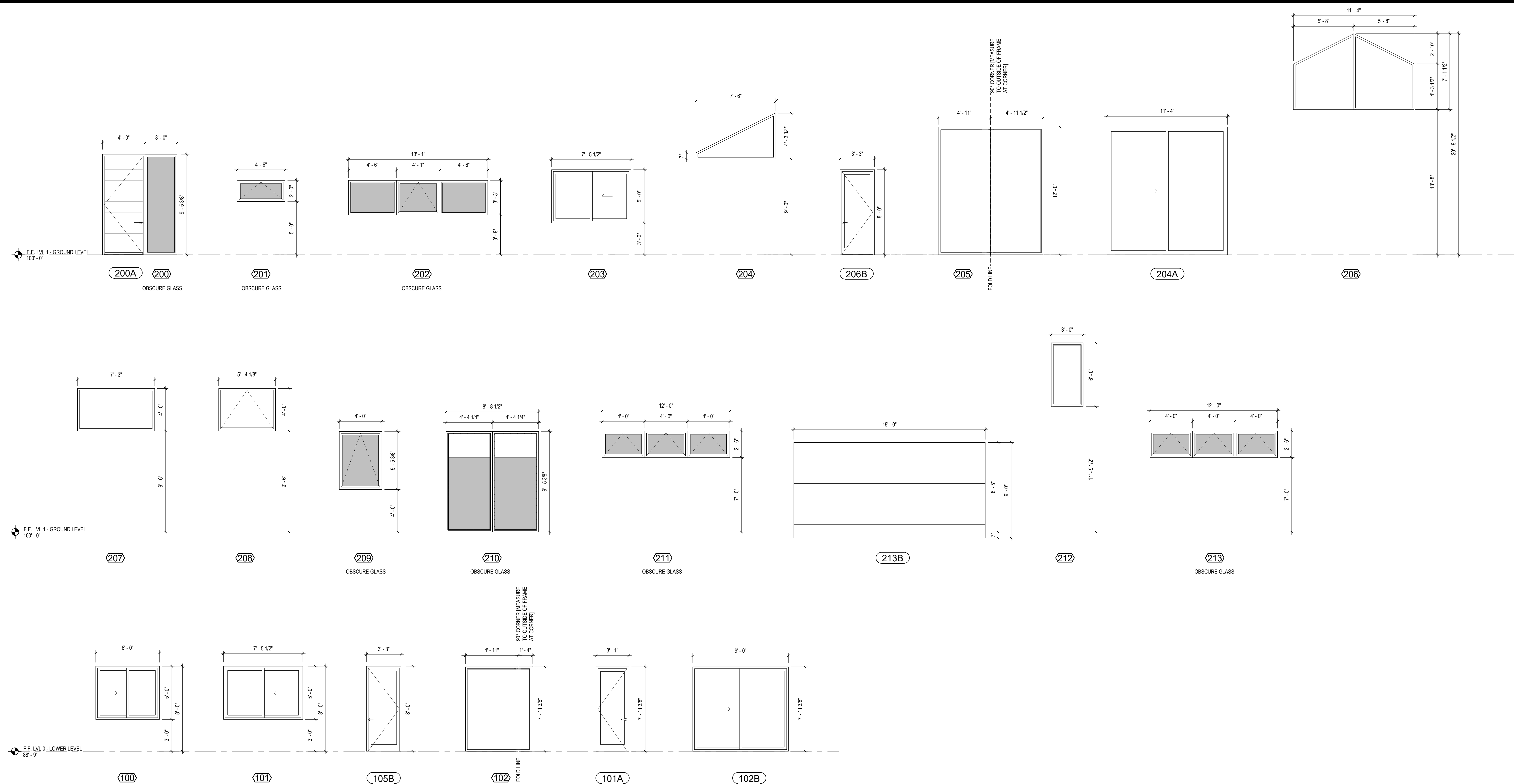
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DATE	ISSUE

REVISIONS

EXT. DOOR & WINDOW SCHEDULE

A260



WINDOW & DOOR NOTES

-ALL DOOR TYPES ARE DRAWN AS VIEWED FROM THE EXTERIOR. SWING INDICATION IS DIAGRAMMATIC ONLY -SEE PLAN FOR SWING.

-ALL WINDOW TYPES ARE DRAWN AS VIEWED FROM THE EXTERIOR. SWING INDICATION IS DIAGRAMMATIC ONLY -SEE EXTERIOR ELEVATIONS FOR SWING.

-ALL DOOR GLAZING SHALL BE TEMPERED INSULATED LOW-E GLASS.

-ALL WINDOW GLAZING SHALL BE INSULATED LOW-E GLASS UNLESS NOTED OTHERWISE. GLAZING SHALL BE TEMPERED AS REQUIRED BY CODE.

-ALL DOOR AND WINDOW GLAZING SHALL BE PROVIDED BY THE SAME MANUFACTURER

-FIELD VERIFY BEFORE OPENING



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P.O. BOX 3154
EAGLE, CO 81631
970 390 9540 T

23 JUNE 2025	PROJ. NO.	2401
PROJ. ARCHITECT: TS	DRAWN BY:	ES.EF

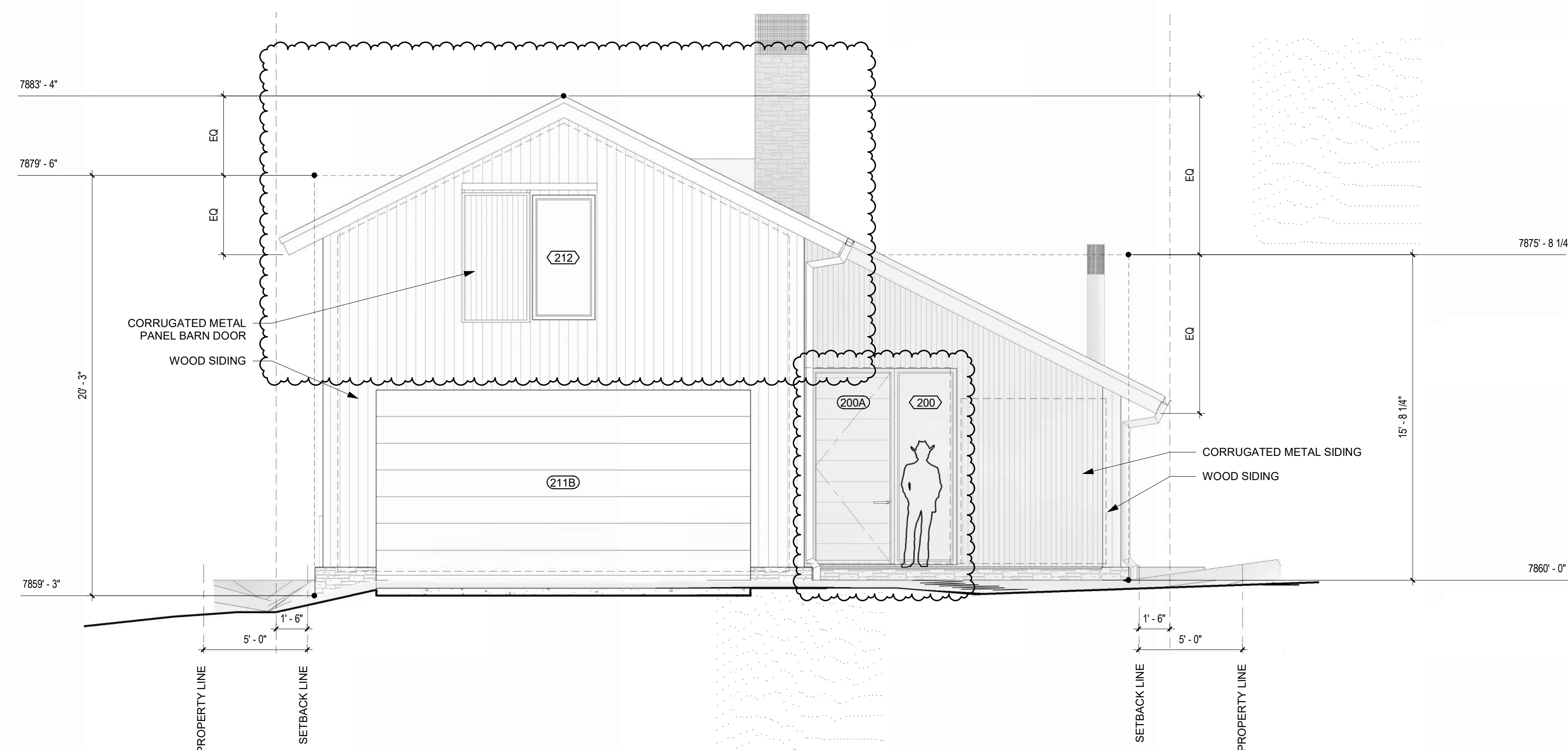
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REVISIONS

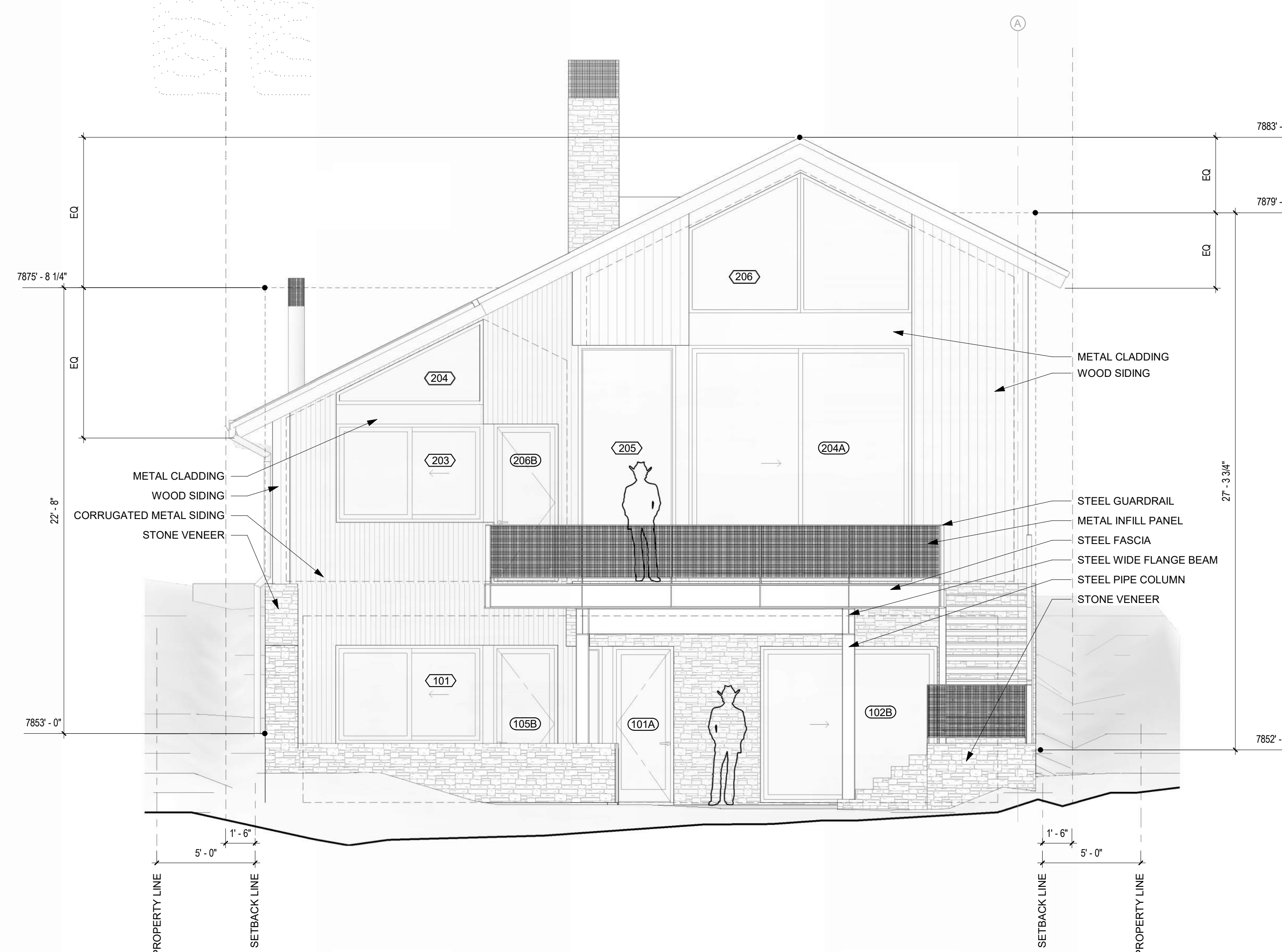
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EXTERIOR ELEVATIONS

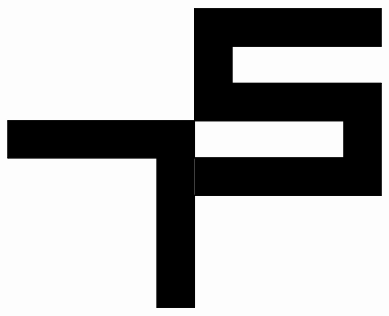
A400



1 WEST ELEVATION
SCALE : 1/4" = 1'-0"



2 EAST ELEVATION
SCALE : 1/4" = 1'-0"



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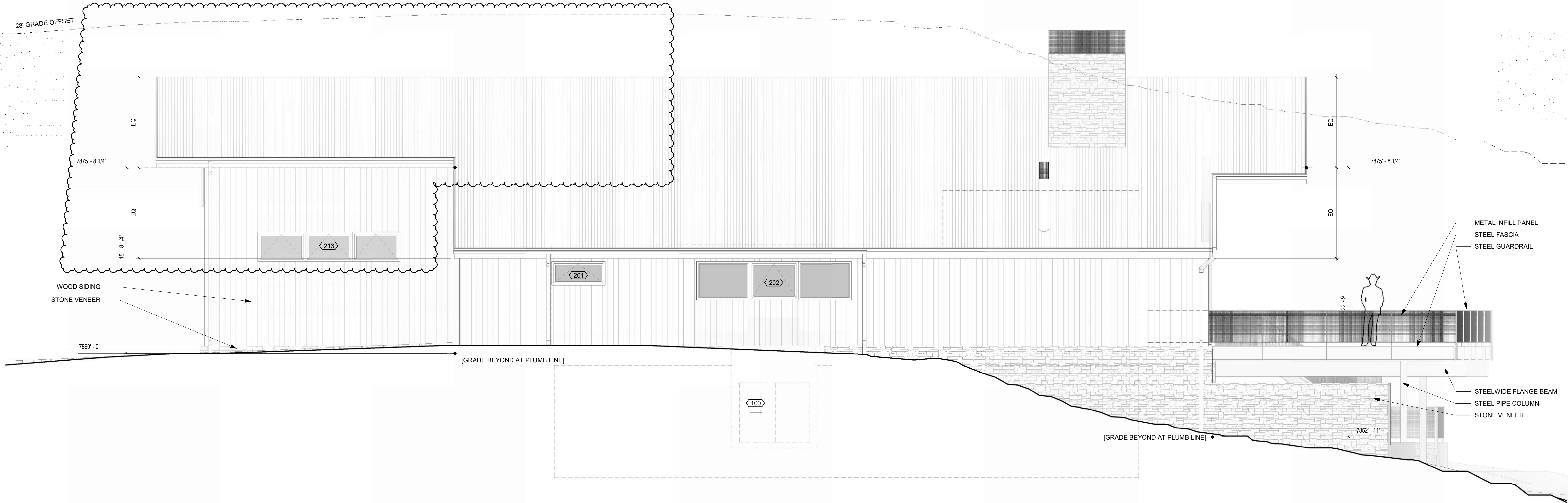
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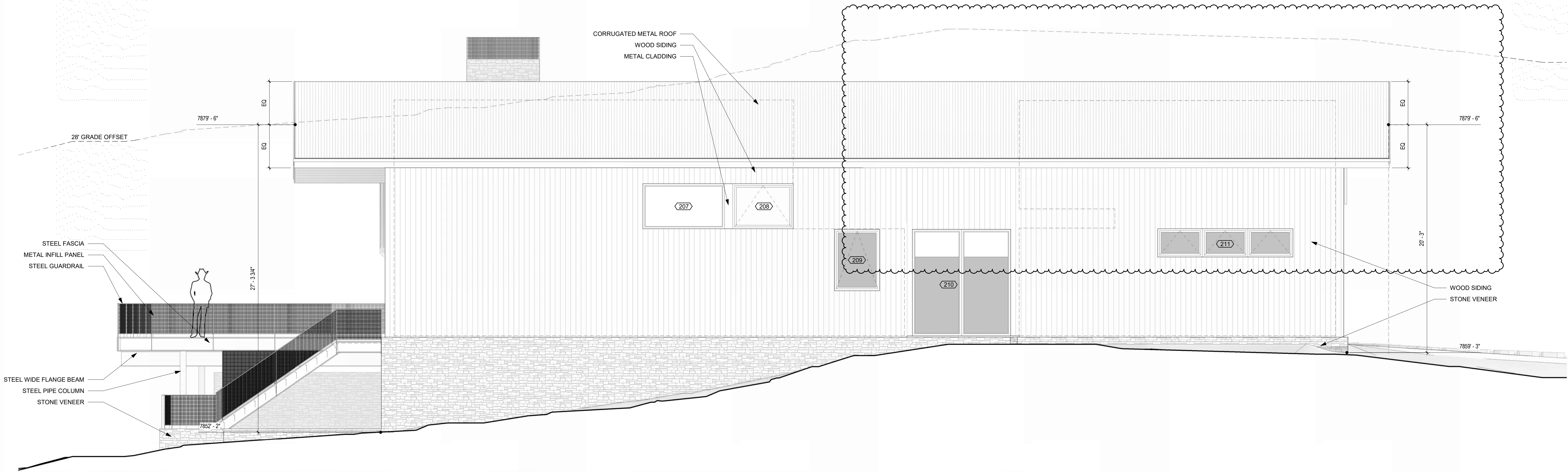
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EXTERIOR
ELEVATIONS

A401



1 SOUTH ELEVATION
SCALE : 1/4" = 1'-0"



2 NORTH ELEVATION
SCALE : 1/4" = 1'-0"



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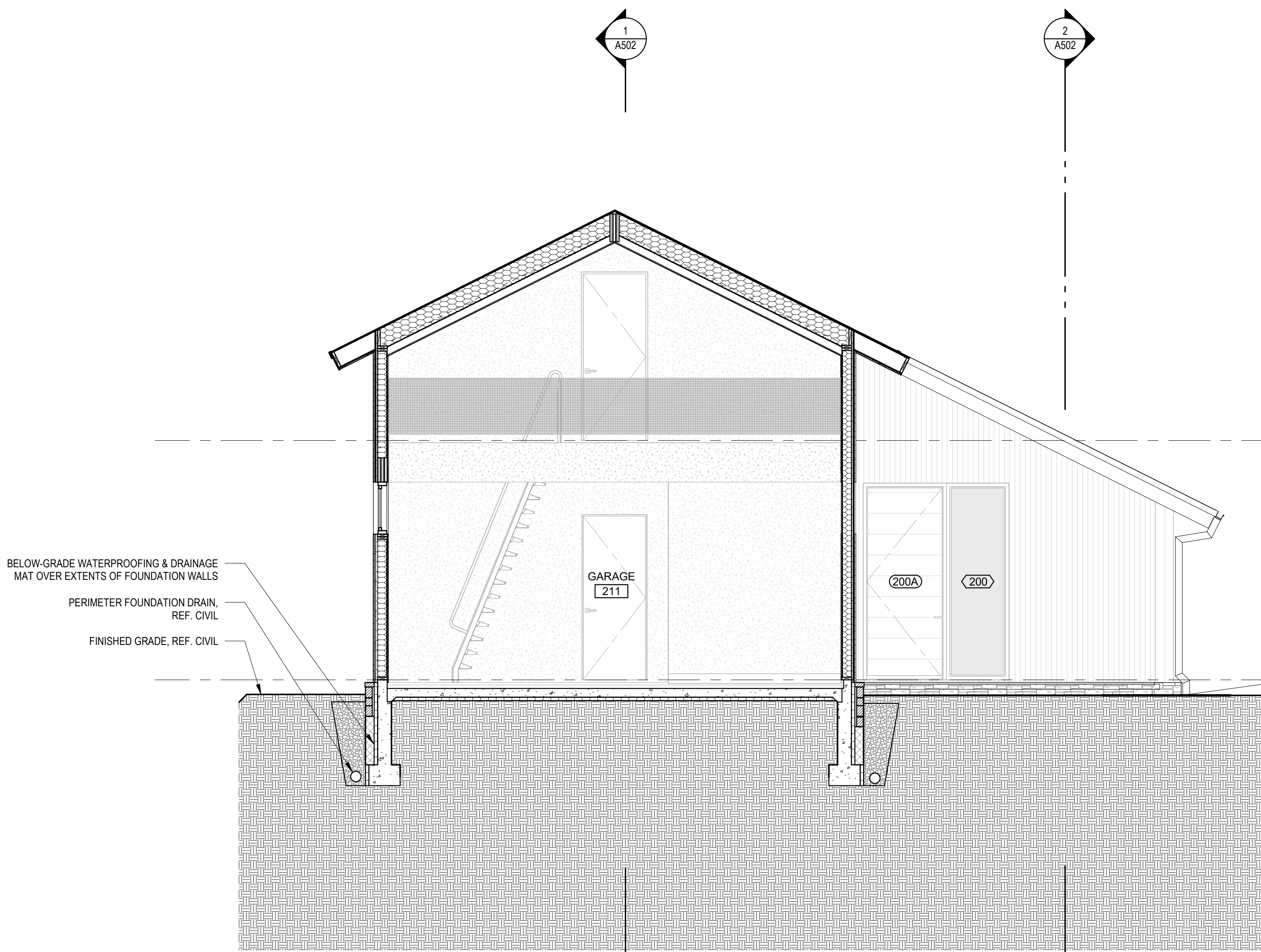
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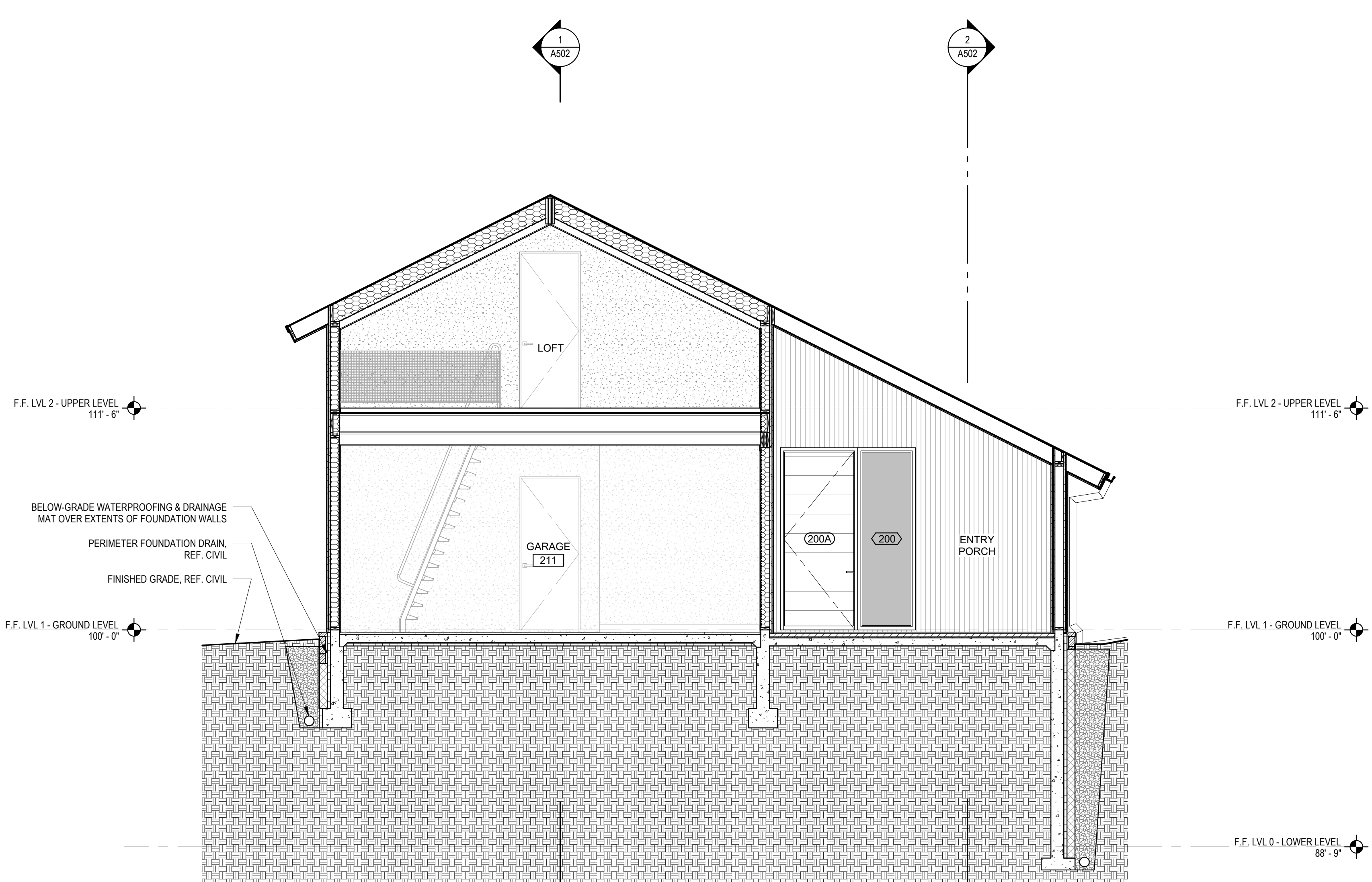
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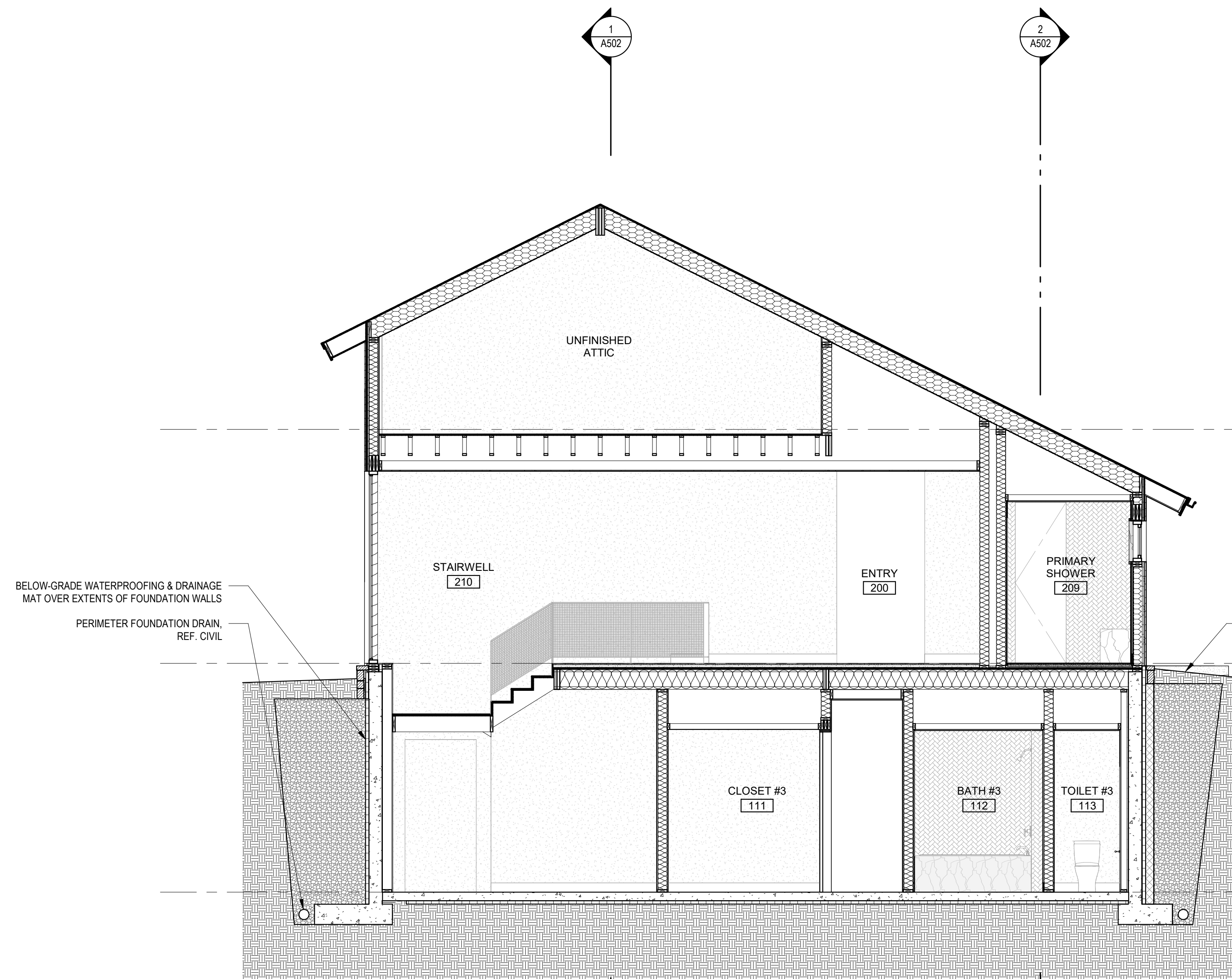
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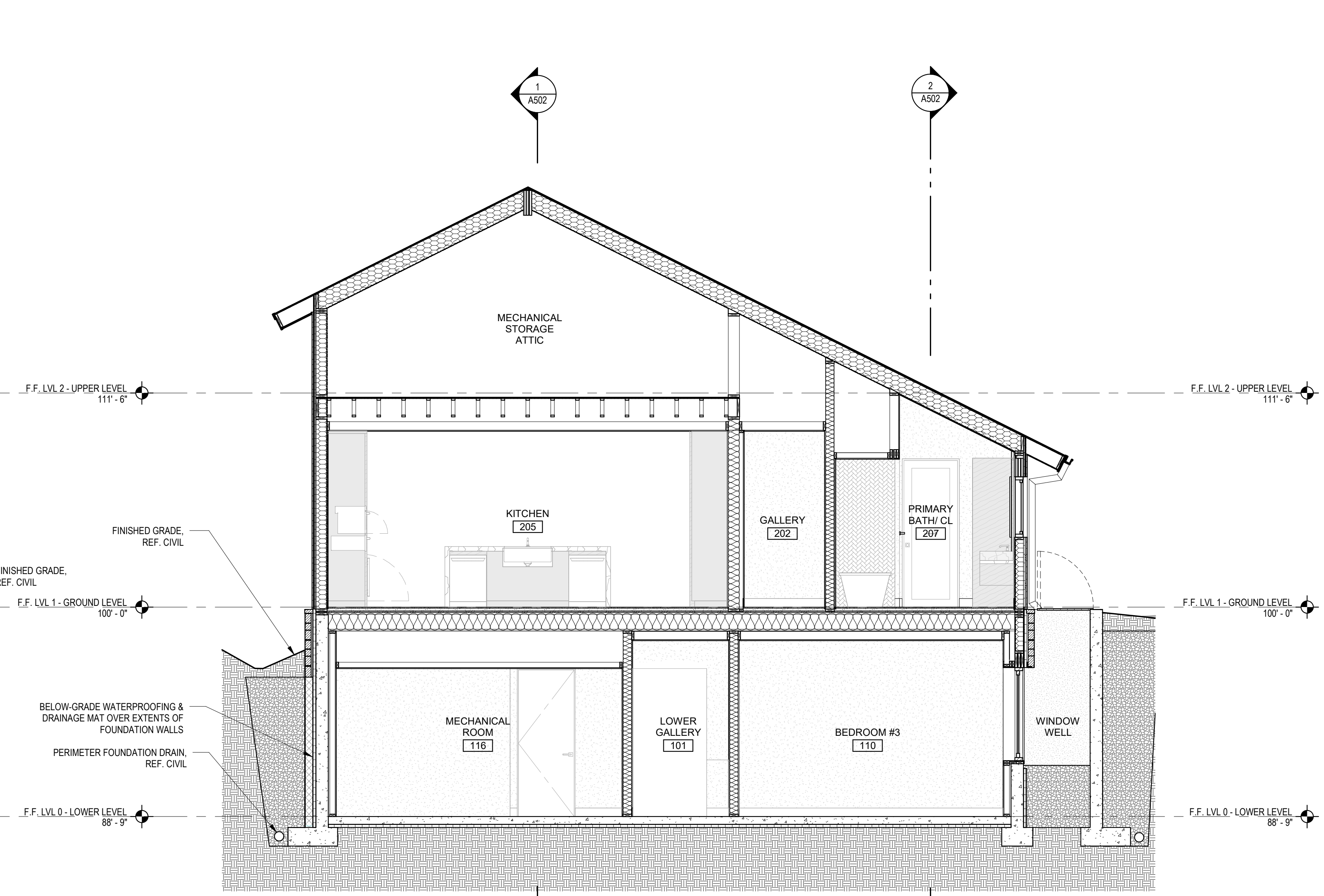
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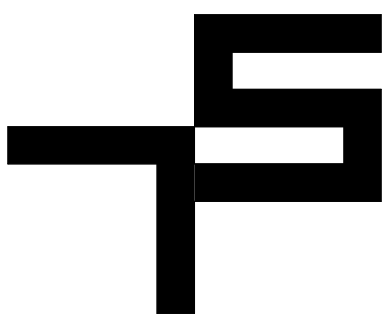
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SCALE : 1/4" = 1'-0"



3 BUILDING SECTION
SCALE : 1/4" = 1'-0"



4 BUILDING SECTION
SCALE : 1/4" = 1'-0"



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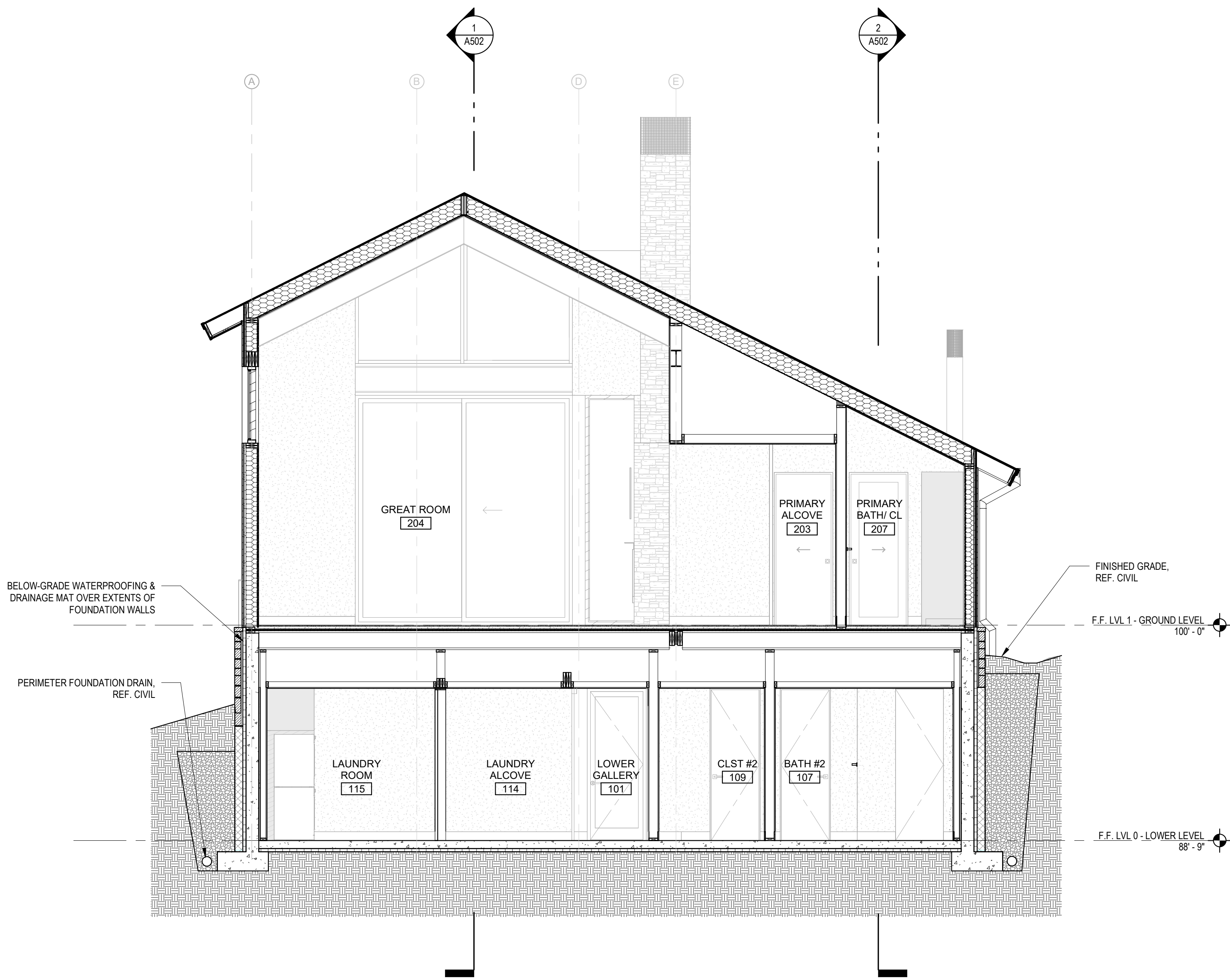
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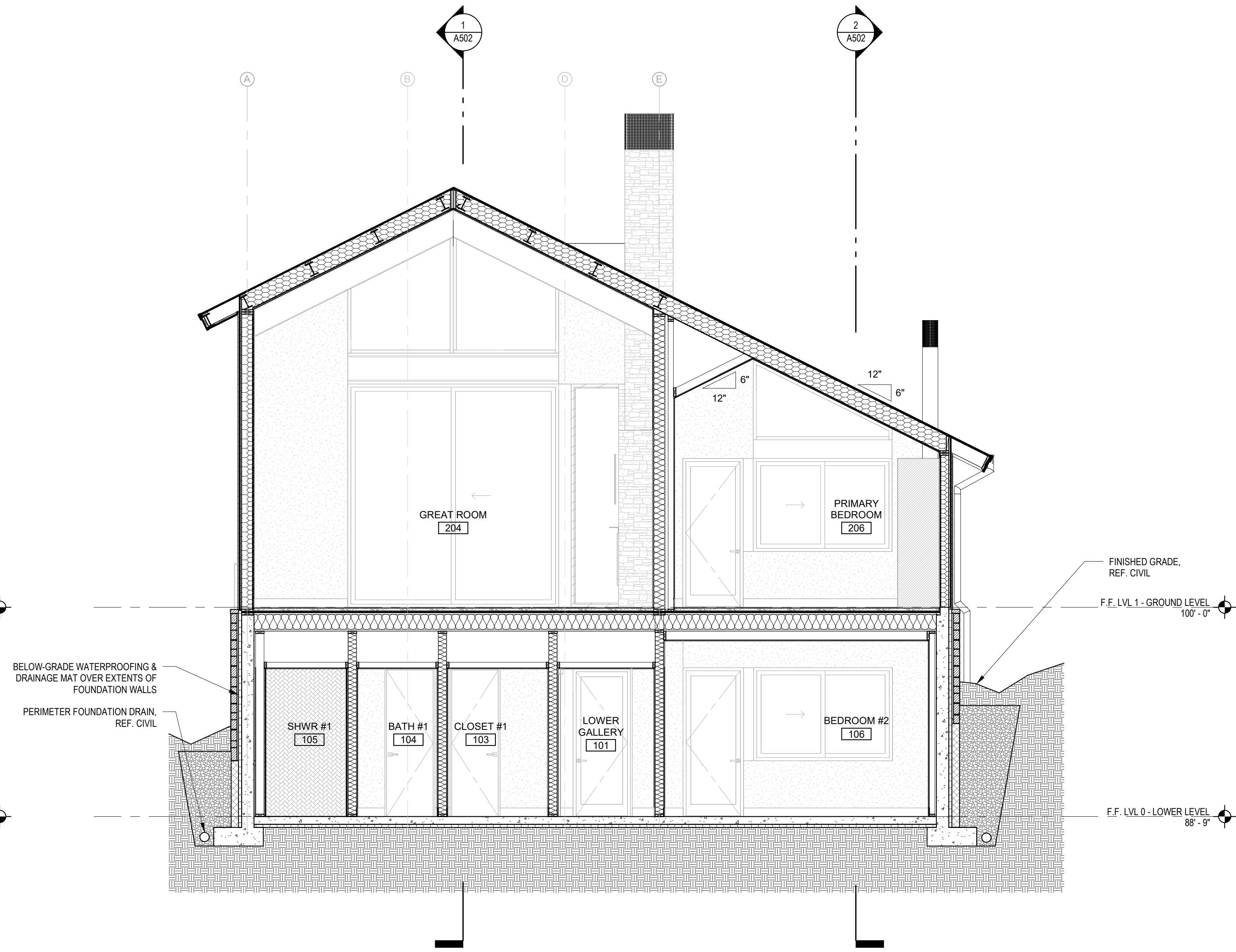
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BUILDING
SECTIONS

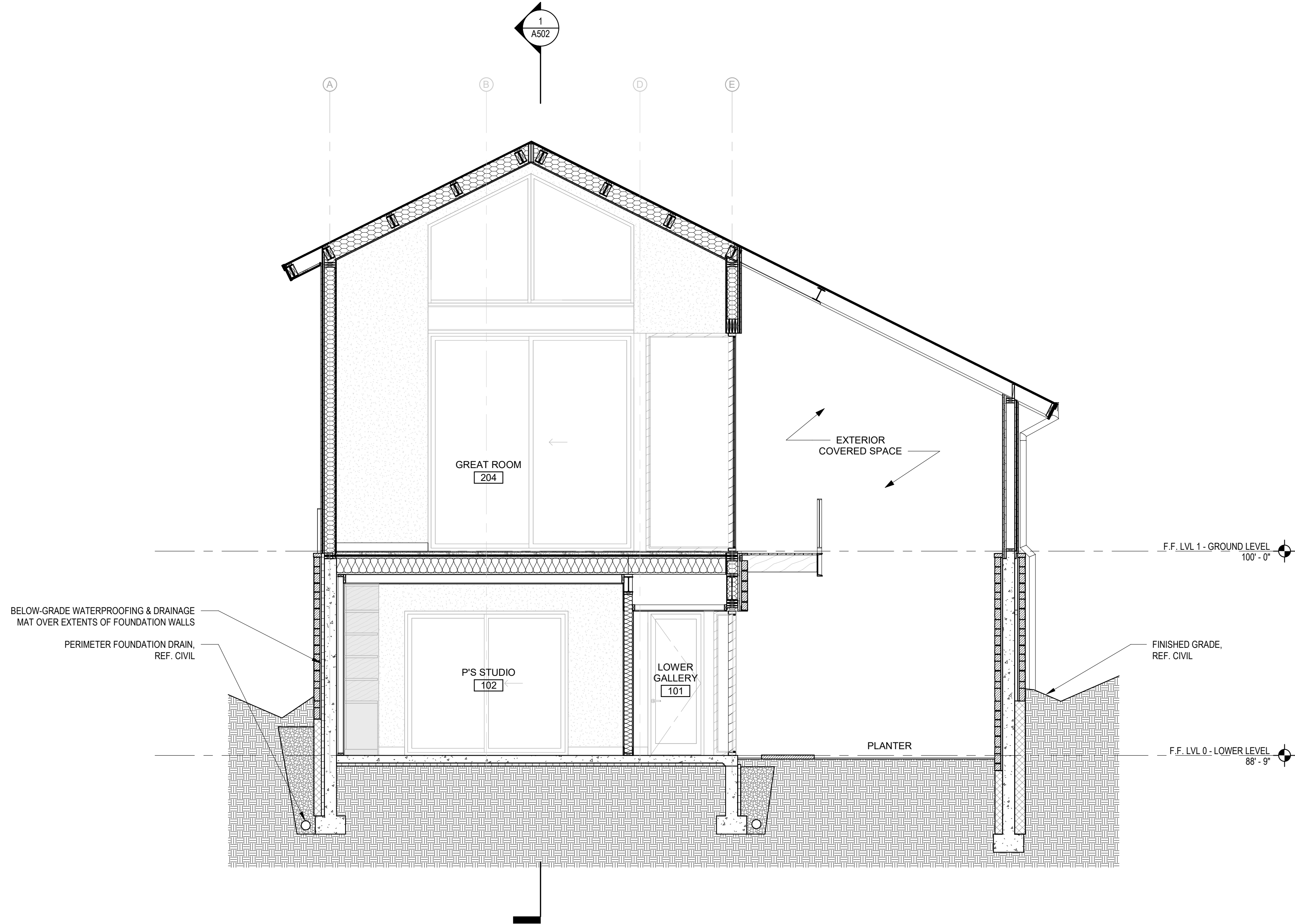
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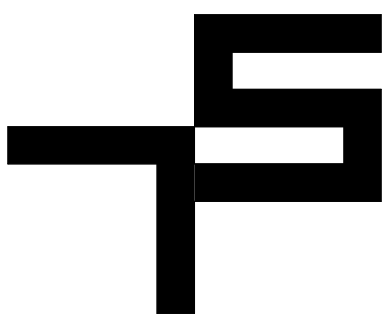
1 BUILDING SECTION
SCALE : 1/4" = 1'-0"



2 BUILDING SECTION
SCALE : 1/4" = 1'-0"



3 BUILDING SECTION
SCALE : 1/4" = 1'-0"



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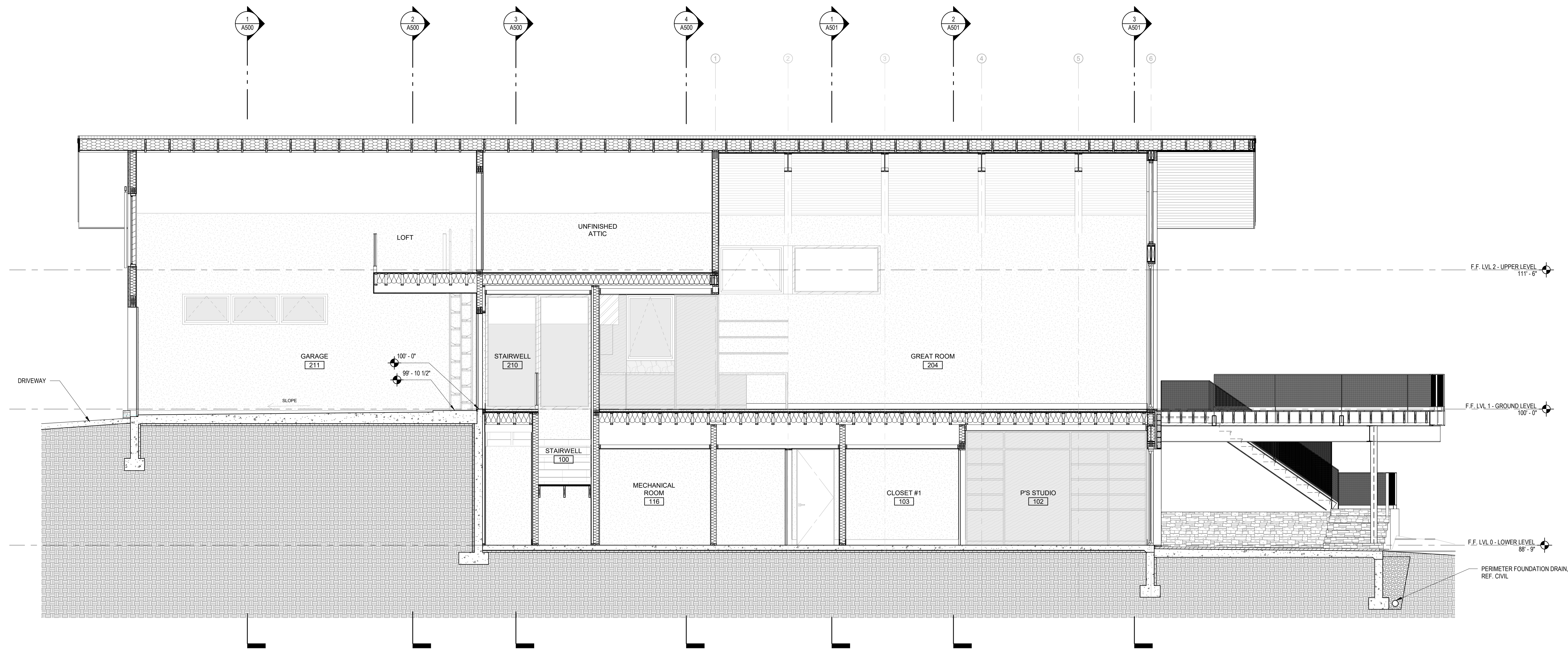
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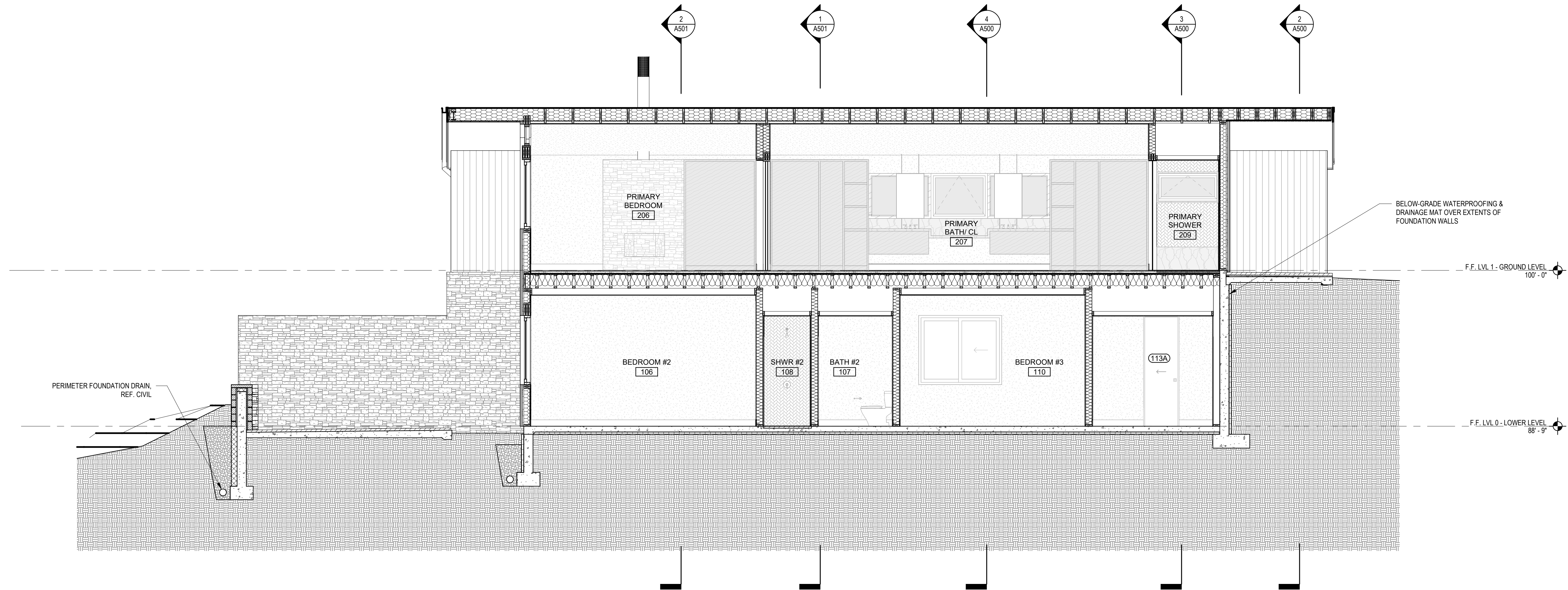
REVISIONS		
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BUILDING
SECTIONS

A502



1 BUILDING SECTION
SCALE : 1/4" = 1'-0"



2 BUILDING SECTION
SCALE : 1/4" = 1'-0"

To: Minturn Town Council

Re: Opposition to Resolution 29-2025: Selection of Memcor

Dear Mayor and Members of the Town Council,

I am writing to express my opposition to the adoption of Resolution 29-2025 and the Town's selection of Memcor as the provider for our municipal water treatment system.

I fully support the Town's commitment to securing clean and reliable water for our community, I believe that choosing Memcor was a misstep both economically and ethically.

Memcor's technology is technically capable but entirely proprietary. The Town is now locked into their ecosystem for future replacements, upgrades, and service contracts. Memcor holds exclusive rights to their components and we forfeit future flexibility and bargaining power. In contrast, Wigen offered a more open, adaptable system designed for interoperability with multiple vendors in the future. Wigen's proposal not only provided long-term cost control, it was also \$300,000 less expensive upfront. That is a substantial savings for a small town like ours, and one that should not have been dismissed lightly.

Also troubling is Memcor's status as a subsidiary of DuPont, a company with a long and troubling history of environmental and public health violations. DuPont was a key player in the nationwide PFOA contamination crisis, which poisoned drinking water supplies and endangered public health across multiple communities. That crisis led to a \$1.2 billion national settlement, underscoring the scale and severity of the harm. Choosing a company under the DuPont umbrella raises serious ethical concerns and exposes our town to reputational risk, especially when a capable alternative like Wigen was available.

Minturn prides itself on community values, integrity, and environmental stewardship. Selecting a supplier with a legacy of environmental harm at a significantly higher cost does not reflect those values. I urge the Council to reconsider this decision and to seek a solution that prioritizes transparency, long-term sustainability, and fiscal responsibility.

Sincerely,



Spence Neubauer
444 Eagle River St,
Minturn, CO 81645



To: Mayor and Council

From: Jay Brunvand

Date: July 16, 2025

Agenda Item: Fiscal Year 2024 Financial Audit

REQUEST:

During the July 16, 2025 Council Meeting, Council will be asked to accept the Fiscal year Audit. This will include brief presentation from Joe Hood of Maggard and Hood who will be attending virtually and discussion with the Council, the Auditor, and Michael S. as to how we should present the Highlands parcel in the Audit.

INTRODUCTION:

FY 2024 Audit review and acceptance is scheduled under Business Items. As per §29-1-606(a)(1) C.R.S. the Council must accept the audit and submit the approved audit to the Department of Local Affairs and to the Office of the State Auditor not later than June 30 of each year. Due to questions from Council at the June 18 meeting, an extension was filed with the state to allow us to run past the 6/30/25 due date.

The audit was included in electronic format with the June 18 packet and again in this packet.
NO CHANGES HAVE BEEN MADE FROM THE JUNE 18 MEETING.

ANALYSIS:

Our audit firm, Maggard and Hood, was on site the week of February 18 and conducted their audit and financial review. The annual audit provides a snapshot view of the financial integrity of the Town as of December 31, 2024. The audit shows the town to be on a solid financial footing and we have been presented with a clean financial bill of health.

During the 6/18 meeting, questions were raised that we did not include or reference the Highlands Parcel that was deeded to the Town as a condition of the Battle Mountain Settlement and that no value was assessed to the land in the audit. The potential concern is that the land use has not been specifically settled; it could be used for open space, conservation easement, development, or not limited to those concepts or a combination of those concepts. Each used would have a different impact on the assessed or appraised value of the lands.

Again, and during the meeting, staff and Council will have an opportunity to discuss how to present the lands in the audit. Then, in the motion to accept the Audit, the Council may condition the acceptance based on the discussions.

COMMUNITY INPUT:

Not Applicable

BUDGET / STAFF IMPACT:

The Town is required by State law to have an annual financial audit. This item is budgeted for annually. Most important, municipal governments are required to have an annual audit performed by a certified firm, I assure you we are not being audited due to an issue or problem.

STRATEGIC PLAN ALIGNMENT:

In accordance with Strategy #1 the town is committed to practicing fair, transparent, and communicative local government. Management is responsible for the preparation and fair presentation of the annual financial audit in accordance with accounting principles generally accepted in the United States of America.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to accept the Fiscal Year 2024 Annual Audit as presented/amended/conditioned.

ATTACHMENTS:

- The FY2024 Annual Audit Draft has been made available to the Council and public electronically. Upon acceptance of the audit by the Minturn Town Council the audit will be publicly available on the Town's website or, upon request, in printed format.

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 31 - SERIES 2025**

**A RESOLUTION APPROVING THE AWARD OF A CONSTRUCTION MANAGEMENT AGREEMENT
BETWEEN THE TOWN OF MINTURN AND ROCKSOL FOR THE MAIN STREET (US 24) PEDESTRIAN
IMPROVEMENTS**

WHEREAS, the Town of Minturn (“Town”) has the authority to enter into contracts for any lawful municipal purpose pursuant to C.R.S. § 31-15-101(1)(c); and

WHEREAS, the Town has awarded a contract to Phoenix Industries for the construction of a sidewalk along Main Street; and

WHEREAS, the Town has a need for expanded pedestrian infrastructure and Town Staff has identified RockSol (the “Contractor”), as a qualified service provider of construction management services.

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

1. The Town Council authorizes the Town Manager and Town Engineer to execute a contract with the Contractor for a total amount of \$198,933.90.

INTRODUCED, READ, APPROVED, ADOPTED, AND RESOLVED this 16th day of JULY, 2025.

Earle Bidez, Mayor

ATTEST:

Jay Brunvand, Town Clerk

July 9, 2025

Mr. Earle Bidez, Mayor
Minturn Town Council
PO Box 309
Minturn, CO 81645

Re: Main Street (US 24) Pedestrian Improvements
Construction Management & Materials Testing Contract Award
RockSol
Project No. 22-0047

Dear Mr. Bidez:

The Town of Minturn published a Request for Qualifications for Construction Management and Materials Testing Services for the Main Street (US 24) Pedestrian Improvements Project on February 10, 2025. These services are required by the terms of the CDOT Revitalizing Main Streets Grant for the project.

RockSol submitted the attached Statement of Qualifications (SOQ) on March 17, 2025. While this was the only SOQ received, Jason Huddle, the LA Program Manager for CDOT, approved moving forward with negotiating a contract with RockSol. Stolfus and Associates recommends RockSol based on past experience. The Project Manager, Bob Yost PE, worked for Inter-Mountain as a design engineer and project manager, and we think highly of Bob.

RockSol accepted the attached Town of Minturn Professional Services Agreement without modification. The estimated cost for their services is \$198,933.90.

Action Item:

Town Council to decide to accept or reject the RockSol Proposal and Contract, and if accepted, authorize the execution of the Agreement.

Please feel free to call with any questions

Inter-Mountain Engineering



Jeffery M. Spanel PE

CC: Rob Gutierrez, Cindy Krieg, Madison Harris, Brad Stempihar

Attachments: RockSol SOQ
Town Of Minturn Professional Services Agreement
RockSol Fee Estimate

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made and entered into this _____, 2025 by and between the TOWN OF MINTURN, Colorado, a home rule municipality (“Minturn” or the “Town”), and **RockSol Consulting Group Inc.** (the “Contractor”).

WHEREAS, the Town desires that Contractor perform the services of **Construction Management, Inspection and Materials Testing** as an independent contractor, in accordance with the provisions of this Agreement, and more fully described in the job description attached as **Exhibit A**; and

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

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

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

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

2. **Compensation.** The Town agrees to pay Contractor a sum not to exceed _____ Dollars (\$_____) as adjusted to reflect the deletion by the Town of any of the Services set forth in **Exhibit A**. The Town shall make payment within sixty (60) days of receipt and approval of invoices submitted by Contractor, which invoices shall be submitted to the Town not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.

3. **Term.** The Term of this Agreement shall be from the date first written above until completion of the Services, unless extended by written agreement of the Parties.

4. **Outside Support Services and Subcontractor.** To the extent practicable, subcontractors whose principal place of business is Eagle County shall be used to perform the services under this Agreement. Any subcontractors shall be pre-approved by the Town. A rate sheet for such subcontractors shall be provided to the Town.

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

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

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

8. **Insurance Requirements.**

a. **Comprehensive General Liability Insurance.** Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Contractor and naming the Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the performance of the Services with at least one million dollars (\$1,000,000.00) each occurrence. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

b. **Comprehensive Automobile Liability Insurance.** Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring Contractor and naming the Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Contractor which are used in connection with the Project, whether the motor vehicles are owned, non-owned, or hired, with a combined single limit of at least one million dollars (\$1,000,000.00). The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

c. Terms of Insurance.

i. Insurance required by this Agreement shall be with companies qualified to do business in the State of Colorado with a general policyholder's financial rating of not less than A+3A as set forth in the most current edition of "Best's Insurance Reports" and may provide for deductible amounts as Contractor deems reasonable for the Services. No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to the Town. Contractor shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal Contractor changes to "occurrence," Contractor shall carry a six (6)-month tail. Contractor shall not do or permit to be done anything that shall invalidate the policies.

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

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

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

f. Subcontracts. Contractor agrees to include the insurance requirements set forth in this Agreement in all subcontracts. The Town shall hold Contractor responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this Agreement. The Town reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Contractor if, in the Town's opinion, such variations do not substantially affect the Town's interests.

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

10. **Termination.**

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

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

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

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

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

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

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

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

16. **Governmental Immunity Act.** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*

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

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

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

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

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

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

Town of Minturn
Professional Services Agreement

If to the Town:

TOWN OF MINTURN
Attn: Town Clerk
PO Box 309
Minturn, CO 81645

With copy to:

Michael J. Sawyer, Esq.
Karp Neu Hanlon, P.C.
201 14th Street, Suite 200
P. O. Drawer 2030
Glenwood Springs, Colorado 81602

If to Contractor:

Saeid Saeb, President
RockSol Consulting Group, Inc.
12076 Grant Street
Thornton, CO 80241
saeb@rocksol.com

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

24. **Attorneys' Fees.** Should this Agreement become the subject of litigation between the Town and Contractor, the prevailing Party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

25. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

TOWN OF MINTURN, COLORADO

Michelle Metteer, Town Manager

ATTEST:

Town Clerk

CONTRACTOR

By: _____

Name: **Saeid Saeb**

Title: **President**

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2022 by _____.

Witness my hand and official seal.

My commission expires: _____.

{S E AL}

Notary Public

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B

**CERTIFICATE OF EXEMPTION FROM STATUTORY WORKERS'
COMPENSATION LAW AND ACKNOWLEDGEMENT OF RISK/HOLD HARMLESS
AGREEMENT.**

(“Contractor”) certifies to the Town of Minturn (the “Town”) that it is exempt from the provisions of the Colorado Workers’ Compensation Act.

If Contractor has any employees who will perform the Services or subsequently employs any person to perform the Services as set forth in this Agreement (other than subcontractors, who are not considered employees for the purposes of workers' compensation), it agrees to provide the Town with a Certificate of Insurance as required by the Agreement indicating proof of statutory workers' compensation coverage on such persons prior to their start of work for the Town.

Contractor acknowledges that it will be engaging in activities which exposes it to the risk of bodily injury, that it is physically capable of performing the activities, and that all necessary precautions to prevent injury to Contractor and others will be taken. Contractor shall not hold the Town liable for any injuries sustained, by it or others, which may arise out of or in the course of the work performed for or on behalf of the Town, and Contractor agrees to defend, indemnify, and hold harmless the Town from all such claims.

CONTRACTOR

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2022 by _____.

Witness my hand and official seal.

My commission expires:_____

 $\{\text{S E AL}\}$

Notary Public

RockSol Consulting Group, Inc.
Fee Estimate for CM/I/T
Town of Minturn
Main Street Pedestrian Improvements - #25362

<i>Labor</i>	<i>Hours</i>	<i>Rate/Hour</i>	<i>Total Estimated Fee</i>
Bob Yost - Senior Transportation Engineer	40	\$243.97	\$9,758.80
Jordan Leiminger - HDR PM	20	\$240.00	\$4,800.00
Marty Golembiewski - HDR Project Engineer	640	\$170.00	\$108,800.00
Alex Millet - EIT Inspector/Tester	500	\$110.00	\$55,000.00
Dalton Hamer (Head Tester Materials Doc. Review)	20	\$145.91	\$2,918.20
Project Control/Admin	10	\$110.89	\$1,108.90
Project Controls/Admin - HDR	10	\$110.00	\$1,100.00
Total Labor			\$183,485.90

<i>Other Direct Costs</i>	<i>Units</i>	<i>Rate</i>	<i>Estimated Fee</i>
Mileage @ 1470 Miles/week Project staff	7000	\$0.700	\$4,900.00
Lodging @ 3 nights/week	36	\$201.000	\$7,236.00
Per diem @ 3 days/week	36	\$92.00	\$3,312.00
Total Other Direct Cost			\$15,448.00
Total for Construction Management and Testing			\$198,933.90



Signature RockSol Consulting Group Project Manager

7/8/25
Date

Town of Minturn

Date

Assumptions:

Inspector/Tester - 30 hr per week for 12 weeks plus 140 hr per/post construction

Project Engineer - 40 hr per week for 12 weeks plus 160 hr pre/post construction



TOWN OF MINTURN

MAIN STREET (US 24) PEDESTRIAN IMPROVEMENTS

PROJECT NO. RMS M890-002
CDOT PROJECT CODE: 25362

MARCH 17
2025

 **RockSol**
Consulting Group, Inc.

March 17, 2025

Mr. Jeffrey Spanel, PE

Town of Minturn
30 Benchmark Road, Suite 216
PO Box 978
Avon, CO 81620



Subject:

**US 24 MAIN STREET PEDESTRIAN IMPROVEMENTS | CDOT PROJECT # M890-002
TOWN OF MINTURN | PROJECT # 25362**

Dear Mr. Spanel and Selection Committee:

RockSol Consulting Group, Inc. (RockSol) is pleased to submit this proposal to provide construction management, inspection, and testing services under the subject contract. As a Colorado-based firm with a full-service testing laboratory in Grand Junction, we are committed to delivering high-quality transportation engineering services to federal, state, and local government agencies. Our approach is rooted in providing exceptional attention to our clients' needs. To that end, **we have assembled a construction team with a deep understanding of this project's challenges, ensuring seamless management as an extension of the Town of Minturn's staff.** The RockSol team fosters a collaborative approach to effectively address Minturn's needs, offering:

- **Local Agency Knowledge**

Our Project Manager, Bob Yost, is a former CDOT Resident Engineer with extensive experience managing municipal, state, and federally funded projects, including many in CDOT Regions 3 and 1. As a current resident of nearby Avon, Bob has a deep understanding of the unique needs of nearby local agency projects in mountain towns like this one. RockSol is highly familiar with the distinct processes, expectations, and requirements associated with municipal projects that involve external funding and CDOT oversight. Bob, along with our team, will ensure that all documentation is thorough, accurate, and submitted on time. Our project engineer, Marty Golembowski, of HDR joins our team with great experience on Local Agency projects in the area and a strong history of working with RockSol. Additionally, our tester/inspector, Alex Millet, is highly experienced in testing, inspection, and documentation requirements, making him a valuable asset in this hybrid role. Our team has carefully reviewed the CDOT Revitalizing Main Streets Grant and is fully prepared to meet all requirements.

- **Local Experience with a Collaborative Team**

We will prioritize seamless communication between the construction management team and the Town. Additionally, we have proposed a dual-role inspector/tester who is highly skilled in documentation requirements, enabling us to assemble a small, cohesive team. Drawing from our experience with clients such as the City of Grand Junction, Mesa County, the Town of Breckenridge, and CDOT Region 3, our team has a deep understanding of the needs and expectations associated with this type of project.

- **Commitment to Quality Services**

The RockSol team is committed to delivering superior performance. Our Quality Management System is designed to ensure all services are executed with precision and attention to project needs, consistently meeting and exceeding client expectations. We excel in responding promptly to client requests, assembling the right teams, and executing project scopes effectively to achieve your goals.

Combined, these qualifications demonstrate RockSol's ability to produce excellent work for the Town of Minturn. We appreciate the opportunity to provide this proposal and look forward to building our relationship with Minturn. **RockSol acknowledges the receipt of the answers to all posted questions. The information contained in this proposal, including all attachments, is true and complete to the best of our knowledge. RockSol has no interest or will have interest, direct or indirect, which will conflict our performance on this project. Please contact Bob Yost at 970.331.4000 or via e-mail at yost@rocksol.com, if we can be of any assistance.**

Sincerely,

A handwritten signature in blue ink, appearing to read "BL Yost".

Bob Yost, PE
Project Manager

A handwritten signature in blue ink, appearing to read "Dave Eller".

Dave Eller, PE
Project Principal

FIRM OVERVIEW & CAPABILITIES

RockSol Consulting Group, Inc. (RockSol) provides engineering and construction management services to government agencies, including those comparable to the Town of Minturn. As a Colorado-based firm with over 200 employees, we specialize in the analysis, design, and construction of roadways, bridges, structures, retaining walls, pavements, and foundations.

Our comprehensive capabilities include construction management, inspection, and quality assurance materials testing, as well as geotechnical investigations, pavement design, structural engineering, roadway design, environmental services, and traffic engineering. **For 28 years, RockSol has built its reputation on providing top quality services to all our clients.**

Our core values of **responsiveness, flexibility, and high quality work** result in superior service to our clients. We look forward to providing the Town of Minturn with the same high level of service. We are dedicated to serving as an extension of your staff for the duration of this contract and will prioritize responsiveness to Minturn staff.

CONTACT

RockSol Consulting Group, Inc.

Grand Junction Office (Primary Office):

566 West Crete Circle, Unit 2, Grand Junction, CO 81505

970.822.4350

David Eller, PE, Manager

Thornton Office (Headquarters):

12076 Grant St, Thornton, CO 80241

303.962.9300

Saeid Saeb, PhD, PE, President

Capacity

This project is a top priority for our team, and our staff is fully committed to its success. We are fully equipped to provide the attention necessary to deliver high-quality construction management and inspection services. In addition to Alex and Marty, RockSol has a team of inspectors and technicians currently working in the Vail Valley who are available to support the project as needed. The Town can have confidence that RockSol is prepared to fulfill any required project roles.

High Quality Services

RockSol approaches every project with the same commitment: delivering superior-quality services efficiently and effectively. We prioritize excellent client service and respond promptly to client requests. Our services are reinforced by our dedication to quality

and supported by our Quality Management System, which focuses on client needs while adhering to industry and regulatory standards. Our proven track record reflects our commitment to high-quality transportation projects and has earned us ISO 9001 certification.

Local Presence

RockSol operates four in-house laboratories in Colorado, certified by AMRL and CCRL, capable of performing standard soil, concrete, and asphalt pavement materials testing. Our Grand Junction office is accredited by CDOT through CP10 each year. These laboratories, including our headquarters in Thornton and our Grand Junction office, are well-equipped to support this project as needed.

Our responsive approach and established presence on the Western Slope position RockSol to deliver high-quality, efficient services to the Town.

Stakeholder Coordination

RockSol recognizes the importance of collaborating with the Town and all stakeholders to ensure seamless coordination throughout every phase of the project. Your concerns are our concerns. Our project managers and team leads have extensive experience with municipal projects, expertly managing coordination with utility companies, property owners, and other key stakeholders during both the design and construction phases.

Experienced Team

RockSol has extensive experience in construction management and materials testing services for local agencies. Our strength lies in exceptional project management support, ensuring the efficient and seamless delivery of each task.

Our Project Manager, Bob Yost, has extensive experience in all aspects of project development, from planning and design to the construction of transportation projects. As a former CDOT Resident Engineer, Bob understands the requirements for state- and federally-funded projects under the Local Agency program in Region 3.

The Town will be complying with the CDOT Local Agency process for this project. Our team understands these requirements, and we will ensure the Town receives reimbursement for their project in a timely manner.

For this project RockSol will utilize Dalton Hamer as our Head Technician and Documentation Controls Manager. Dalton is an expert in reviewing monthly testing documentation and oversees all testing documentation on CDOT projects on the West Slope. Dalton will provide monthly reviews to assure all documentation will meet the requirements of a CDOT finals audit.

PAST PROJECTS OF SIMILAR SCOPE AND SIZE

RockSol operates efficiently to deliver high-quality services to our clients. Our commitment to this mission is reflected in the fact that 90% of our business comes from repeat clients. We continuously apply lessons learned from previous projects to enhance and refine our services. RockSol has extensive experience delivering services with similar scopes of work and project settings to those anticipated for this contract. The projects highlighted herein showcase Local Agency projects where RockSol has provided construction management, inspection, and testing services. These projects highlight our expertise in assisting Local Agencies with state- and

federally-funded project documentation. RockSol specializes in the construction management of CDOT and federally managed projects, leveraging our team's expertise to help agencies navigate complex processes. Local Agency projects typically involve similar scopes of work, including drainage, concrete sidewalks, and HMA paving. RockSol takes pride in ensuring that projects are constructed according to the Local Agency's vision while also meeting the procedural requirements of state and federal oversight, ultimately securing proper reimbursement from grant funding.



US 24 SOUTH OF MINTURN CDOT REGION 3

PETE LOMBARDI, RESIDENT ENGINEER,
970.683.9962, PETER.LOMBARDI@STATE.CO.US

This project is largely focused on resurfacing and includes a leveling course and HMA overlay. Portions of the project also include milling, rock scaling, minor shoulder widening, removal and replacement of guardrail, minor structure rehabilitation on three bridges, and new signs. The project is located in steep, mountainous terrain between Minturn and Leadville. The corridor is heavily trafficked by recreational vehicles in the summer, as well as being a popular route for bicyclists. RockSol served as a subconsultant to HDR to provide construction management, inspection, and materials testing to this project. The project was federally-funded and included the new Build America Buy America (BABA) Federal Documentation Requirements.



WATSON AVENUE ROUNDABOUT TOWN OF BRECKENRIDGE

CHRIS MCGINNIS, CIVIL ENGINEER
(970) 453-3183, CHRISM@TOWNOFBRECKENRIDGE.COM

As a condition of the SH 9 and Watson Avenue access permit, the Town of Breckenridge contracted with RockSol consulting who represented CDOT for inspection of the construction within CDOT right-of-way. Construction consisted of a new roundabout, coupled with the widening of SH 9 from 2 lanes to 4 lanes in the vicinity of the roundabout. RockSol regularly communicated with the CDOT Access Project Manager, CDOT Access Engineer, as well as the Town of Breckenridge. Alex Millet provided both inspection and materials testing services on the project.



24 ROAD MULTIMODAL PATH CITY OF GRAND JUNCTION

LISA FROSHAUG, PROJECT ENGINEER,
970.244.1502, LISAFR@GJCITY.ORG



MESA COUNTY 22-J.9 BRIDGE REPLACEMENT MESA COUNTY

LAURA PAGE, ENGINEERING DIVISION DIRECTOR,
970.255.5031, LAURA.PAGE@MESACOUNTY.US

This Local Agency project constructed a new concrete pedestrian and bicycle trail from south of G Road to the existing trail at Woodspring Suites along the east side of Leach Creek and 24 Road. The improvements included earthwork, aggregate base course, concrete trail placement, construction of a pedestrian bridge, and electrical lighting along the path. Project work included approximately 1,760 square yards of new 6-inch concrete sidewalk underlain by 6 inches of Class 6 aggregate base course for the trail at Leach Creek and 24 Road, reinforced concrete abutments founded on H-piles to support a premanufactured steel bridge over Leach Creek, pedestrian lighting along the trail, and installation of a sanitary sewer extension. RockSol provided construction inspection and quality assurance materials testing services.

This Local Agency Off-System Bridge Replacement project was federally funded with a Mesa County funding match, requiring CDOT oversight. The project involved reconstructing approximately 1,300 feet of 22 Road at its intersection with K Road in Mesa County. Project work included roadway widening with 4-foot paved shoulders, vertical sight distance improvements, the replacement of a canal bridge with a CBC, utility coordination, and various drainage and irrigation improvements. RockSol provided construction management, inspection, and materials testing services for this project.

REFERENCES

CDOT Region 3

Karen Berdoulay, PE | Resident Engineer
970.683.9933 | Karen.Berdoulay@state.co.us
222 S. 6th Street, Room 317 |
Grand Junction, CO 81501

Montrose County

Richard Nichols | Public Works Director
970.964.2457 | rnichols@montrosecounty.net
63160 LaSalle Road
Montrose, CO 81401

CDOT Region 3

Pete Lombardi, PE | Resident Engineer
970.683.9962 | peter.lombardi@state.co.us
222 S. 6th Street, Room 317
Grand Junction, CO 81501

City of Grand Junction

Lisa Froshaug | Project Engineer
970.244.1502 | lisafr@gjcity.org
250 N. 5th Street
Grand Junction, CO 81501

ORGANIZATION CHART

ADDITIONAL ROCKSOL RESOURCES

(Available if requested by the town)

Dalton Hamer - RS | Laboratory Manager/Head Technician

Jim Zufall, PE - RS | Dispute Mitigation & Claims Avoidance

Kay Lambert - RS | Environmental Support

Carol Hoisington - RS | Local Agency Documentation Review



TOWN CONTACT

Jeffery M. Spanel, PE
Town Engineer

PROJECT PRINCIPAL

Dave Eller, PE - RS

PROJECT MANAGER

Bob Yost, PE - RS

PROJECT TEAM

PROJECT ENGINEER AND EIRC

Marty Golembiewski, PE - HDR

CONSTRUCTION INSPECTOR/ MATERIALS TECHNICIAN

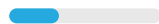
Alex Millet - RS



BOB YOST, PE

Project Manager

Availability: **30%**



26 Years of Experience

3 Years with RockSol

Professional Engineer: Colorado

BS, Civil Engineering, University of Minnesota

Bob is a licensed Professional Engineer with extensive experience in construction management and engineering design. He joined RockSol after 11 years with CDOT, where he served as both a Project Engineer and Resident Engineer. In these roles, he oversaw project development and construction for numerous state highway infrastructure projects, ranging from resurfacing and rockfall mitigation to high-volume bridge replacements. Before his tenure at CDOT, Bob worked as a design engineer and project manager for Inter-Mountain Engineering in Avon, where he successfully delivered projects from the design phase through construction completion.

I-70 VAIL PASS SAFETY AND OPERATIONS | CDOT REGION 3

Project Manager | This I-70 Vail Pass Safety & Operations project is located along I-70 in Eagle and Summit Counties, from approximately Milepost (MP) 180-191.5. The purpose of the project is to improve safety and operations on Eastbound and Westbound I-70 on West Vail Pass. RockSol is providing construction management, inspection, and materials testing services for this project. Bob is managing the consultant services on this project.

US 24 SOUTH OF MINTURN | CDOT REGION 3

Project Manager | This project is largely focused on resurfacing and includes a leveling course and HMA overlay. Portions of the project also include milling, rock scaling, minor shoulder widening, removal and replacement of guardrail, minor structure rehabilitation of three bridges, and new signs. The project is located in steep, mountainous terrain between Minturn and Leadville. The corridor is heavily trafficked by recreational vehicles in the summer, as well as being a popular route for bicyclists.

I-70 DOWD CANYON VSL | CDOT REGION 3

Project Manager | This project is located on I-70 at Milepost 170.5 in Eagle County, CO, between Avon and Vail. It involved the installation of 18 variable speed limit (VSL) signs along I-70 in Dowd Canyon, from Milepost 169 to 173. The VSL signs enhance safety in the corridor by allowing speed limits to adjust based on traffic flow, road conditions, weather, and incidents. Additionally, the project included the installation of a roadway weather information system, providing real-time weather updates to the traveling public. This system improves both safety and convenience by alerting drivers to adverse weather conditions and potential road closures. RockSol served as a subconsultant to HDR, providing construction management and inspection services.



MARTY GOLEMBIEWSKI, PE, HDR

Project Engineer

Availability: 100%

26 Years of Experience

3 Years with HDR

Professional Engineer: Colorado

BS, Civil Engineering, Syracuse University

Marty is an experienced project engineer specializing in design, permitting, CDOT local agency documentation, construction management, and compliance with MSHA/OSHA. He has in-depth knowledge of the US 6 Multimodal Safety and Mobility Improvements project from his role as project engineer for the US 6 Post Boulevard Roundabout. A 25-year Avon property owner and active cyclist, he understands pedestrian and cyclist movement patterns, local events, and traffic control coordination.

Marty will serve as the Engineer in Responsible Charge (EIRC) for the project. As a three-term Zoning and Planning Commissioner for the Town of Avon, he is well-versed in municipal code, master plan, and development goals. His experience at a local engineering firm and the Water and Sanitation District provides valuable insight into Minturn's infrastructure challenges and solutions.

US 6 POST BOULEVARD ROUNDABOUT | CDOT REGION 3

Project Engineer | The US 6 Post Boulevard Roundabout project in Avon improved safety through storm drain installation, utility relocations, concrete paving, curb and gutter construction, median improvements, sidewalk enhancements, pedestrian crossing upgrades, and urban highway traffic control improvements. As the project engineer, Marty worked closely with the Town of Avon's Public Works Department, inspectors, engineers, and maintenance managers. He has also coordinated with the Town and CDOT to oversee traffic control management (MHTs) and contractor schedules. The project is expected to be completed by May 2025.

VAIL ADA RAMPS | CDOT REGION 3

Assistant Project Engineer | HDR was engaged by CDOT Region 3 to oversee ramp replacements across various locations in the towns of Eagle and Vail. The project involved upgrading existing curb ramps to comply with PROWAG requirements. As the project engineer, Marty oversaw improvements to curb ramps, curb and gutter, and sidewalks. The project also included new crosswalk pavement markings and modifications to pedestrian push buttons. Approximately 90% of the project fell within the city limits of Vail, which experiences high pedestrian and vehicular tourist traffic during the summer months. A key challenge of the project is balancing traffic control requirements to ensure sufficient workspace while safely managing vehicle and pedestrian movement through urban work zones.



ALEX MILLET

**Construction
Inspector/Materials
Technician**

Availability: 100%

9 Years of Experience

5 Years with RockSol

BS, Industrial Engineering, Louisiana State University

Alex has 9 years of experience providing materials testing and inspection services on transportation construction and engineering projects. His testing experience includes on-site and laboratory materials sampling and testing of concrete, soils, and asphalt in accordance with CDOT field and laboratory materials manuals. He is also experienced in the development of asphalt and concrete mix designs. His experience also includes drafting and AutoCAD work and construction oversight of a large warehouse where he also oversaw earthwork, underground pipe relocation, and documentation. Alex has strong communication and coordination skills which are enhanced by his past experience functioning as a contact point for clients, contractors, and the public.

WATSON AVENUE ROUNDABOUT | TOWN OF BRECKENRIDGE

Materials Tester | In this project, Alex provided on-site inspection and materials expertise to ensure proper construction methods were followed. He was responsible for daily reporting, coordinating between the town and the contractor, and ensuring compliance with both CDOT and local specifications. His efforts contributed to the successful completion of a roundabout that improved traffic flow in a busy area of town ahead of the ski season. Through this project, Alex gained valuable experience in safety, managing unexpected challenges—such as a burst water main—and the importance of teamwork and communication in overcoming obstacles while keeping the project on schedule.

US 50 BLUE MESA BRIDGES REPAIR | CDOT REGION 3

Construction Inspector | Alex monitored manpower, equipment, and work progress for both day and night shifts, ensuring repairs adhered to plan specifications. He reviewed shop drawings for material compliance, inspected bridge conditions for additional repairs, and provided daily progress reports. This project has given him valuable experience in steel bridge repairs and inspections, reinforcing the importance of thoroughness, time management, and teamwork. Alex gained valuable experience on this high profile, dynamic project from experienced team members, further enhancing his understanding of effective project management.

PROJECT UNDERSTANDING

The Town of Minturn has received a Revitalizing Main Street (RMS) Grant to complete this critical project on US 24.

This project will add parking lanes, curbs, gutters, sidewalks, driveway upgrades, and drainage improvements along approximately 1,800 linear feet of Main Street (US 24).

The improvements are expected to provide traffic calming and enhance connectivity between local properties, parks, open spaces, and transit within the town. This project will require extensive stakeholder coordination, including collaboration with Town staff, CDOT, and, most importantly, affected residents and businesses.

The Town is requesting construction management and materials testing services in accordance with the CDOT Local Agency process. RockSol and HDR are well-suited for this project, and our team is excited for the opportunity. The following pages outline our approach to construction management and materials testing on Local Agency projects.

PROJECT APPROACH

Approach to Construction Management

RockSol has the expertise to guide a project from construction through closeout. This is accomplished by efficiently coordinating resources to ensure timely and effective project completion.

Our team has extensive experience working on both state and federally funded projects and has successfully managed similar projects in the past. Project Manager Bob Yost brings over 25 years of experience managing state and federal projects, ensuring their successful execution. RockSol will deploy a core group of personnel to collaborate seamlessly with the Town of Minturn while also providing specialized resources on an as-needed basis.

Contract Administration, Coordination, and Correspondence

RockSol will provide comprehensive administrative support for all project communication and documentation, with a particular focus on the required CDOT Local Agency paperwork. We will facilitate, at a minimum, weekly project meetings with the Town, the contractor, and CDOT, including preparing agendas and meeting minutes. These meetings will serve to track progress, address action items, mitigate risks, and identify future coordination needs.

RockSol staff members bring extensive experience and proactively identify potential risks to the Town's team, ensuring appropriate responses are taken both before and during construction. RockSol will maintain comprehensive project files, including meeting minutes and rosters, construction changes, project-related decisions, communications and memorandums between the contractor and the Town, traffic control records, financial documentation, change orders, and shop drawings. We will ensure that all construction documentation complies with federal-aid requirements, where applicable, as well as the Town's project procedures.

Interpretation of Drawings and Specifications | Our Project Engineer, Marty, will leverage his extensive transportation experience to assist with project submittal reviews and provide comments to the Town's Engineer, Jeffrey Spanel. This early-stage review ensures



the project's constructability and compliance with all specifications. Additionally, we will log all requests for information (RFIs), forward them to the appropriate party, coordinate with Jeffrey for response and closure, and document their resolution in a tracking system to ensure all inquiries are addressed promptly. Any field revisions to the plans will be coordinated with the Engineer of Record for potential change orders and distributed to the contractor, the Town, and affected stakeholders.

Tailored Construction Inspection | Our team members are versatile, performing multiple inspection roles to provide flexibility in task assignments. Observations and inspections will be conducted both before and during construction activities to ensure all work is completed in compliance with project plans, standards, and specifications. RockSol management will conduct frequent project reviews to ensure full cooperation and alignment among all project participants. These efforts will enable the RockSol team to function as a true extension of Minturn's staff. Throughout the project, RockSol will foster clear and consistent communication among all stakeholders, including the Town.

Construction Management & Inspection

Tailored Construction Inspection | The majority of our team members perform multiple roles, providing flexibility in task assignments. Observations and inspections will be conducted both before and during work on major items to ensure compliance with project plans, standards, and specifications. RockSol will develop an Inspections Checklist for the Town, ensuring alignment with all applicable CDOT, County, FHWA, or Local Agency standards. Additionally, our team will perform daily checks on active work items to maintain quality and adherence to project requirements.

We will prepare interim measurements for each monthly pay estimate, as well as final measurements and documentation for each completed item. Additionally, we will monitor traffic control to ensure compliance with approved MHTs, prioritizing both public and worker safety. By integrating inspection and testing roles, we aim to enhance efficiency and provide added value to both the Town and the project as a whole.

Written Record of the Daily Construction Activities | All project staff will maintain a project diary and a daily record of the construction manpower and equipment. These records will be documented on CDOT's Form 103a and be used as an accurate and complete record of the progress of the work on the project. We will provide photo documentation as execution of the work progresses. Our team is well-versed in this work and will maintain all inspection documentation for the project to ensure all work is managed and monitored individually for compliance. RockSol will prepare and distribute routine correspondence to the Contractor, the Town's project staff, and other stakeholders as required throughout the duration of the project.

Review Schedule and Payment Requests | RockSol will review, compare, and certify the contractor's monthly payment request against field quantity measurements to ensure the payment is reasonable and justified. We will then promptly provide the Town with a recommendation regarding the payment request. Additionally, RockSol will review the contractor's weekly schedule, including upcoming inspection and testing requirements, and will ensure timely notifications to the public and nearby businesses.

Monitor Compliance with Project Procedures | RockSol's staff is highly experienced in standard construction industry practices and holds the necessary certifications to perform all construction project management and inspection tasks required by federal statutes. With extensive experience and a strong commitment to quality, RockSol personnel consistently uphold the highest construction standards.

As part of project documentation, our staff will provide the contractor with both verbal and written notifications of any non-compliant work. We will follow up on these issues during weekly progress meetings and will endeavor to have them corrected as the project progresses. We will issue a certificate of substantial completion with a punch list of deficiencies, and issue a final inspection report once completed. All closeout documentation and certification will be submitted in accordance to CDOT and FHWA requirements.

Emphasizing Effective Communication | We strongly believe that effective communication alleviates most project concerns. Marty will take the lead in ensuring clear and consistent communication throughout the project and will serve as the sole point of contact for daily inspection operations.

The RockSol team is committed to collaborating with the Town every step of the way. Our team will maintain open communication with Town Staff to ensure all contractor-performed work is properly documented. This includes preparing interim measurements for each monthly pay estimate, as well as final measurements and documentation for each completed item.

We will monitor traffic control to ensure compliance with approved MHTs, prioritizing both public and worker safety. Integrating inspection and testing roles will enhance efficiency and provide significant benefits to both the Town and the overall project.



Local Agency Construction Oversight

On previous CDOT Local Agency projects, RockSol developed a comprehensive spreadsheet utilizing the bid tabulations to track quantities and cost projections. This spreadsheet included the bid quantities and bid prices, and it established a method to track what was paid month to month. Each estimate had a subsequent tab in the file for quick reference which would be packaged with a CDOT Form 266 for documenting compliance of the work with the contract and payment quantity. Utilizing this methodology for quantity tracking improved the efficiency of the Construction Manager to track the cost of the project and communicate the status of the project with the owners, ultimately saving time and effort when finalizing the project.

Line Number	Item NO.	DESCRIPTION	Previous QTY Paid	QTY This Period	QTY to date	UNIT	UNIT PRICE	Perviously Paid	This Period	Paid to
4	0005	201-00000 Clearing and Grubbing	0.00	0.00	0.00	LS	\$ 25,000.00	\$ -	\$ -	\$ -
5	0010	202-00010 Removal of Tree	0.00	0.00	0.00	EACH	\$ 970.00	\$ -	\$ -	\$ -
6	0015	202-00019 Removal of Inlet	0.00	0.00	0.00	EACH	\$ 890.00	\$ -	\$ -	\$ -
7	0020	202-00035 Removal of Pipe	0.00	0.00	0.00	LF	\$ 24.00	\$ -	\$ -	\$ -
8	0025	202-00090 Removal of Delineator	0.00	0.00	0.00	EACH	\$ 10.00	\$ -	\$ -	\$ -
9	0030	202-00180 Removal of Concrete	0.00	0.00	0.00	SY	\$ 14.00	\$ -	\$ -	\$ -
10	0035	202-00190 Removal of Concrete Median Cover Material	0.00	0.00	0.00	SY	\$ 13.00	\$ -	\$ -	\$ -
11	0040	202-00200 Removal of Sidewalk	0.00	0.00	0.00	SY	\$ 4.40	\$ -	\$ -	\$ -
12	0045	202-00201 Removal of Curb	0.00	0.00	0.00	LF	\$ 20.00	\$ -	\$ -	\$ -
13	0050	202-00203 Removal of Curb and Gutter	0.00	0.00	0.00	LF	\$ 2.60	\$ -	\$ -	\$ -
14	0055	202-00220 Removal of Asphalt Mat	0.00	0.00	0.00	SY	\$ 6.00	\$ -	\$ -	\$ -
15	0060	202-00240 Removal of Asphalt Mat (Planing)	0.00	0.00	0.00	SY	\$ 4.70	\$ -	\$ -	\$ -
16	0065	202-00250 Removal of Pavement Marking	0.00	0.00	0.00	SF	\$ 1.90	\$ -	\$ -	\$ -
17	0070	202-00405 Removal of Pedestrian Bridge	0.00	0.00	0.00	EACH	\$ 10,700.00	\$ -	\$ -	\$ -
18	0075	202-00810 Removal of Ground Sign	0.00	0.00	0.00	EACH	\$ 100.00	\$ -	\$ -	\$ -
19	0080	202-01000 Removal of Fence	0.00	0.00	0.00	LF	\$ 0.60	\$ -	\$ -	\$ -

Local Agency Construction Oversight

RockSol has extensive experience with the **CDOT Construction Oversight Checklist** for Local Agency Projects. The checklist is used to guide our construction engineers and managers through the Local Agency documentation process. With this checklist, a portion shown below, our team will ensure that all Local Agency requirements are satisfied.

Copy Needed in CDOT Project File (X)			Administrative	
Distribute Award Plans and Specifications	X	PreCon	LA Manual page 7-10, #7.10. 3 set of Plans, 11" x 17", Contract Documents and Construction Specifications, 4 sets of Plans if project has structure. 1 set of Signed and Sealed Plans, 11" X 17", Contract Documents and Construction Specifications	Alternative: 1 set of signed and sealed plans (11"X17"), Contract Documents and Construction Specifications and 1 electronic version of the signed and sealed plans (11"X17"), Contract Documents and Construction Specifications
Materials Testing Schedule -Form 250	X			Provided by CDOT
Independent Assurance Testing Schedule - Form 379	X			Provided by CDOT
Notice to Proceed to the Contractor	X	PreCon		LA to send to LA Coordinator when NTP is issued
Pre-Construction Meeting	X		https://www.codot.gov/business/designsupport/bulletins_manuals/cdot-construction-manual/agenda-forms	Possible attendees if in CDOT Right of Way - Maintenance - Traffic Operations - Resident Engineer - Environmental
Pre-Construction Meeting Minutes	X		LA Manual page 8-2, #8.3 Preconstruction Conference	Complete copy of agenda and minutes should go out to each attendee for review
Form 1378	X	PreCon	Standard Specification 105.24f	Verify Form 1378 was completed. (Contractor Selection of Litigation or Arbitration)
Emergency Notification Information	X	PreCon	Template in LA filing system	Phone list of Project Personnel's contact information. If on State system LA Coordinator will distribute to applicable internal CDOT staff.
Initial work schedule bar chart or critical path method schedule and methods statements	X	PreCon	LA Manual page 8-4, #8.3.11, Standard Specification 108.03	Must be accepted by LA PE prior to work beginning

PROJECT CRITICAL ISSUES

Our team has visited the project site and reviewed the details outlined in the RFQ. From this information, we have noted some critical issues below.

Traffic Control

In a busy corridor with high pedestrian use, maintenance of traffic will be critical for public safety and to minimize disruption.

BMP's and Cleanliness of Jobsite

Considering this project is directly adjacent to private properties, RockSol's staff will make sure the contractor is considerate of these private properties.



High-Traffic Tourism

Our team also recognizes the complexities of working in a high-traffic tourist area, particularly during the summer season and Minturn's major summer events such as the Summer Concert Series, the Minturn Market on Saturdays and the various bicycle events that come through town. Our approach will prioritize clear communication and coordination with stakeholders to minimize disruptions.

Local Resident/Business Coordination

There will be periods of time when driveways are inaccessible while concrete cures. Our team will work with and notify residents when their properties will be affected and for how long.

Schedule Reviews

Given this project has a relatively short construction contract time, we will complete detailed reviews of the contractors schedule to ensure all salient features have been identified, there is an achievable critical path and that realistic task durations have been shown.

**PROSPECTIVE CONSULTANT'S CERTIFICATE REGARDING EMPLOYING
OR CONTRACTING WITH ILLEGAL ALIENS**

FROM:

RockSol Consulting Group, Inc.
(Prospective Contractor)

TO: Town of Minturn
302 Pine St.
Minturn, CO 81645

Project Name

Main Street (US 24) Pedestrian Improvements

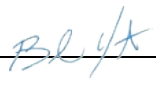
Bid Number _____

Project No. RMS M890-002

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this 17th day of March, 2025.

Prospective Contractor RockSol Consulting Group, Inc

By: Bob Yost, PE 

Its: Project Manager
Title

(Insert the Individual, Corporate or Partnership Certificate as appropriate)

Company ID Number:571783

Client Company ID Number:1372469

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	RockSol Consulting Group Inc.
Company Facility Address	12076 Grant Street Thornton, CO 80241
Company Alternate Address	12076 Grant Street Thornton, CO 80241
County or Parish	Adams
Employer Identification Number	85-0445526
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	4



DENVER METRO OFFICE

12076 Grant Street
Thornton, CO 80241

Phone 303.962.9300
Fax 303.962.9350

GRAND JUNCTION OFFICE

566 West Crete Circle, Unit 2
Grand Junction, CO 81505

Phone 970.822.4350

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MEMORANDUM

DATE: July 11, 2025
TO: Minturn Town Council
FROM: Michael Sawyer and Harper Powell
RE: Franchise Agreement – Public Service Company

This memorandum summarizes the purpose and contents of the proposed gas and electric franchise agreement (the “Agreement”) between the Town of Minturn and the Public Service Company of Colorado, an Xcel Energy company (the “Company”).

A. Background

A franchise agreement governs the relationship between a public utility service provider and a municipality. The agreement grants a company the right to use a town’s streets, easements, and property to provide utility service to the Town and its residents. This involves a company locating its facilities and operating within the Town subject to a “franchise fee,” which requires the company to pay the Town a percentage of its gross revenues from sales of its utility service. The franchise fee is imposed as a surcharge upon Town residents who are the company’s customers.

In exchange for the Town’s granting of the franchise to the company, the Town is not subject to paying the surcharge for the franchise fee on its utility bills. Additionally, the Town may use the company’s electric distribution poles for police, fire, emergency, public safety, or traffic control purposes free of charge.

Another central component of electric utility franchise agreements is the creation of an undergrounding program for the purpose of placing electrical distribution lines underground. As part of the agreement, a company allocates a percentage of the preceding year’s electric gross revenues to the undergrounding program, to be used for relocation of existing above-ground electric distribution lines underground beneath Town streets and property. The revenue generated from the undergrounding program helps defray the costs of undergrounding projects but likely does not cover the full cost of such projects, in which case the Town, the utility company, or a

contractor would be responsible for the remaining amount. The company is also generally required to construct new electrical distribution lines underground in newly developed areas of the Town.

B. Review of Existing and Proposed Agreements

The Town has held a 20-year franchise with the Company since 2005 for the provision of gas and electrical service within the Town (the “Prior Franchise”). The term of the Prior Franchise expired on June 1, 2025 and was extended for 90 days pursuant to Ord. 05-2025. The Town now wishes to renew the franchise to ensure continued utility service is provided within the Town.

The Prior Franchise and the Agreement share several terms and provisions in common. Both agreements grant the Company a nonexclusive right to use Town streets, public utility easements, and other Town property to provide gas and electric utility service to Town residents. The franchise fee in both agreements requires the Company to pay the Town three percent (3%) of its gross revenues collected as a surcharge on Town residents that receive the Company’s utility service. The franchise exempts the Town from paying the franchise fee to receive utility service for its own consumption and provides the Town the ability to use the Company’s poles for the purposes described in part A of this memo. While the Company is subject to all Town laws and codes, as well as sales and use taxes, the Town may not impose any sort of occupancy or occupation tax on the Company.

For undergrounding, the Company must allocate one percent (1%) of the preceding year’s electric gross revenues for electrical line relocation as part of the Town’s Underground Program. The Underground Program over the years has collected more than \$350,000, of which the Town currently has available \$133,673 for undergrounding projects. The agreements also require the Company to locate all new electric distribution lines underground. The Agreement provides the Company with 240 days to complete the undergrounding installation (*see* Article 11, Section 11.3(B)).

While in most respects the Agreement echoes the terms of the Prior Franchise, the two differ in a few ways. The term of the Agreement is shorter, lasting for a period of 10 years beginning on September 1, 2025 and terminating on August 31, 2035 (*See* Article 2, Section 2.3). Both agreements provide for an audit of the Company’s finances to ensure the franchise fee reflects the amount owed to the Town. The Prior Franchise gives the Town the right to examine the Company’s metering records during normal business hours and upon reasonable notice to ensure compliance with the franchise fee requirement. In contrast, the Agreement requires the Company to conduct an internal audit every three years upon the Town’s request (*see* Article 4, Section 4.2(C)). The Agreement upholds the Town’s power of condemnation of Company facilities for the Town’s public purposes (*see* Article 12), unlike the Prior Franchise that prohibits the Town from condemning Company facilities. Finally, the Agreement contains additional provisions binding the Company to various environmental and conservationist programs and principles (*see* Article 14) and expressing the Company’s commitment to providing equal opportunity to individuals in underrepresented groups (*see* Article 20).

The Town's legal team negotiated with the Company on several provisions in the Agreement. Among these were ensuring sufficient protection against the Company's ability to install facilities such as high-voltage transmission lines on Town property. The Agreement requires the Company to obtain Town approval of the location of Company facilities prior to the installation of such facilities on Town property that is not parks or open space (*see* Section 2.1(C)). This would include obtaining a permit under the Town's Areas and Activities of Statewide Interest Code provision. To locate facilities on Town parks or open space requires the Company to obtain a revocable license, permit, or other approval agreement from the Town, subject to the Town's sole discretion in granting or denying such approval (*see* Section 2.1(D)). The Agreement also subjects any installation, renovation, and replacement of Company facilities in Town streets or property to permitting, inspection, and approval by the Town in accordance with applicable Town laws (*see* Section 6.5(D)). Additionally, the legal team pushed for inclusion of a provision requiring the Company to notify the Town of any incident of which it has knowledge that resulted in damage to Town facilities (*See* Section 8.3(C)).

C. Process of Publication

The Company submitted a Notice of Application for Franchise that was published once a week for three successive weeks in the *Vail Daily* leading up to first reading of the ordinance to approve the Agreement on July 16, 2025. If approved on first reading, Notice of Further Consideration of Ordinance Granting a Gas and Electric Franchise will be published leading up to second reading of the ordinance on August 6, 2025. Each of these notices states that a public hearing will be held at the regular meeting of the Town Council, which requires allowing the public to comment on the adoption ordinance for the Agreement. If adopted upon second reading, the ordinance would go into effect August 13, 2025.

D. Conclusion and Recommendation

Town staff has reviewed the Agreement and believes its terms are reasonable and acceptable to ensure continued utility service is available in the Town. Town staff has compared the Prior Franchise and the Agreement and surveyed existing franchise agreements in other municipalities to more thoroughly understand the rights and responsibilities provided for under the Agreement. Town staff is comfortable moving forward with the Agreement between the Town and the Company and recommends its approval, along with authorization of the Mayor to execute the same.

**TOWN OF MINTURN, COLORADO
ORDINANCE NO. 07 – SERIES 2025**

**AN ORDINANCE OF THE TOWN OF MINTURN GRANTING
A GAS AND ELECTRIC FRANCHISE TO PUBLIC SERVICE
COMPANY OF COLORADO, ITS AFFILIATES,
SUCCESSORS AND ASSIGNS, THE RIGHT TO USE THE
STREETS WITHIN THE TOWN TO FURNISH, SELL,
TRANSPORT, TRANSMIT AND DISTRIBUTE GAS AND
ELECTRICITY TO THE TOWN AND TO ALL RESIDENTS
OF THE TOWN, GRANTING THE RIGHT TO ACQUIRE,
CONSTRUCT, INSTALL, LOCATE, MAINTAIN, OPERATE
AND EXTEND INTO, WITHIN AND THROUGH THE TOWN
ALL FACILITIES REASONABLY NECESSARY TO
FURNISH, SELL, TRANSPORT, TRANSMIT AND
DISTRIBUTE GAS AND ELECTRICITY WITHIN AND
THROUGH THE TOWN AND FIXING THE TERMS AND
CONDITIONS THEREOF.**

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

WHEREAS, Section 10.1 of the Minturn Home Rule Charter provides that “[e]xcept as otherwise provided by the Constitution or this Charter, all powers concerning the granting, amending, revoking or otherwise dealing in franchises shall be exercised by the Council”; and

WHEREAS, the Town Council desires to grant Public Service Company of Colorado a franchise to provide gas and electric service in the Town on the terms and conditions stated in the gas and electric franchise agreement (the “Franchise Agreement”) attached to this Ordinance as **Exhibit A**; and

WHEREAS, the Town Council considered this Ordinance at duly noticed public hearings; and

WHEREAS, the Town Council has determined that the adoption of this Ordinance and the Franchise Agreement attached hereto is necessary and proper to provide for the safety, health, prosperity, and order of the Town.

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

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

SECTION 2. The Town Council hereby grants the franchise to Public Service Company of Colorado and adopts the Franchise Agreement as set forth in **Exhibit A**. The Town Council

further authorizes the Mayor or designated representative to execute the Franchise Agreement and ratifies and approves all actions taken by the Town to date with respect to adoption of the Franchise Agreement.

SECTION 3. All ordinances heretofore passed and adopted by the Town Council of the Town of Minturn, Colorado are hereby repealed to the extent that said ordinances, or parts thereof, are in conflict herewith.

SECTION 3. If any section, subsection, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, or provision shall in no manner affect any remaining provisions of this resolution, the intent being that the same are severable.

SECTION 4. Upon passage of this Ordinance, the provisions hereof shall become effective on August 13, 2025.

INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THE 16TH DAY OF JULY 2025. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 16TH DAY OF JULY 2025 AT 5:30 p.m. AT THE MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.

TOWN OF MINTURN, COLORADO

Earle Bidez, Mayor

ATTEST:

By: _____
Jay Brunvand, Town Clerk

THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE ENACTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THIS 6TH DAY OF AUGUST 2025.

TOWN OF MINTURN, COLORADO

Earle Bidez, Mayor

ATTEST:

By: _____
Jay Brunvand, Town Clerk

Exhibit A

Franchise Agreement

FRANCHISE AGREEMENT
BETWEEN
THE TOWN OF MINTURN, COLORADO
AND
PUBLIC SERVICE COMPANY OF COLORADO

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**PUBLIC SERVICE COMPANY OF COLORADO
AND
THE TOWN OF MINTURN, COLORADO
GAS AND ELECTRIC FRANCHISE AGREEMENT**

**ARTICLE 1
DEFINITIONS AND PRINCIPLES OF CONSTRUCTION**

Section 1.1 Defined Terms. In addition to the capitalized terms defined elsewhere in this Franchise, the following capitalized words and phrases shall have the meanings set forth below. Words not defined in this Article 1 or elsewhere in this Franchise shall be given their common and ordinary meaning.

“Town” means the Town of Minturn, a municipal corporation of the State of Colorado.

“Town Designee” has the meaning ascribed in Section 5.1.

“Clean Energy” means energy produced from Renewable Energy Resources (as defined below), eligible energy sources, and by means of advanced technologies that cost-effectively capture and sequester carbon emissions produced as a by-product of power generation. For purposes of this definition, “cost” means all those costs as determined by the PUC.

“Company” means Public Service Company of Colorado, a Colorado corporation, and an Xcel Energy company and its successors and assigns including affiliates or subsidiaries that undertake to perform any of the obligations under this Franchise.

“Company Designee” has the meaning ascribed in Section 5.2.

“Company Facilities” refer to all facilities of the Company which are reasonably necessary or desirable to provide gas and electric service into, within and through the Town, including but not limited to plants, works, systems, substations, transmission and distribution structures and systems, lines, equipment, pipes, mains, conduit, transformers, underground lines, gas compressors, meters, meter reading devices, communication and data transfer equipment, control equipment, gas regulator stations, street lights, wire, cables and poles as well as all associated appurtenances.

“Council” refers to and is the legislative body of the Town.

“Effective Date” has the meaning ascribed in Section 2.3.

“Electric Gross Revenues” refers to those amounts of money that the Company receives from the sale and/or delivery of electricity in the Town, after adjusting for refunds, net write-offs of accounts, corrections, or Regulatory Adjustments (as defined below). Regulatory adjustments include, but are not limited to, credits, surcharges, refunds, and pro-forma adjustments pursuant to federal or state regulation. “Electric Gross Revenues” shall exclude

any revenue from the sale and/or delivery of electricity to the Town as a customer of the Company.

“Energy Conservation” means the decrease in energy requirements of specific customers during any selected time period, resulting in a reduction in end-use services.

“Energy Efficiency” means the decrease in energy requirements of specific customers during any selected period with end-use services of such customers held constant.

“Franchise” or **“Franchise Agreement”** means this franchise agreement by and between the Town and Company.

“Franchise Fee” has the meaning ascribed in Section 4.1(A).

“Force Majeure Event” means the inability to undertake an obligation of this Franchise Agreement due to a cause, condition or event that could not be reasonably anticipated by a party, or is beyond a party’s reasonable control after exercise of best efforts to perform. Such cause, condition or event includes but is not limited to fire, strike, war, riots, terrorist acts, acts of governmental authority, acts of God, floods, epidemics, quarantines, labor disputes, unavailability or shortages of materials or equipment or failures or delays in the delivery of materials. Neither the Town nor the Company shall be in breach of this Franchise if a failure to perform any of the duties under this Franchise is due to a Force Majeure Event.

“Gross Revenues” refers to those amounts of money the Company receives from the sale of gas and electricity within the Town under rates authorized by the Public Utilities Commission, as well as from the transportation of gas to its customers within the Town, as adjusted for refunds, net write-offs of uncollectible accounts, corrections, expense reimbursements or regulatory adjustments. Regulatory adjustments include, but are not limited to, credits, surcharges, refunds, and pro-forma adjustments pursuant to federal or state regulation. “Gross Revenues” shall exclude any revenues from the sale of gas or electricity to the Town or the transportation of gas to the Town.

“Industry Standards” refers to standards developed by government agencies and generally recognized organizations that engage in the business of developing utility industry standards for materials, specifications, testing, construction, repair, maintenance, manufacturing, and other facets of the electric and gas utility industries. Such agencies and organizations include, but are not limited to the U.S. Department of Transportation, the Federal Energy Regulatory Commission (FERC), the North American Electric Reliability Corporation (NERC), the Pipeline and Hazardous Materials Safety Administration (PHMSA), the Colorado Public Utilities Commission, the American National Standards Institute (ANSI), the American Society for Testing and Materials (ASTM), the Pipeline Research Council International, Inc. (PRCI), the American Society of Mechanical Engineers (ASME), the Institute of Electric and Electronic Engineers (IEEE), the Electric Power Research Institute (EPRI), the Gas Technology Institute (GTI), the National Fire Protection Association (NFPA), and specifically includes the National Electric Safety Code (NESC).

“Open Space” refers to privately-owned property protected by real covenant, or publicly-owned property protected by covenant and/or designated by ordinance or resolution of the Town Council, which covenant or designation designates the property for use as one (1) or more of the following: a community buffer; a wildlife corridor and habitat area; a wetland; a view corridor; agricultural land; an area of archeological, historical, geologic or topographic significance; an area containing significant renewable and/or nonrenewable natural resources; and/or other undesignated, typically non-irrigated, undeveloped land uses. Open Space shall not include Parks.

“Other Town Property” refers to the surface, the air space above the surface and the area below the surface of any property owned by the Town or directly controlled by the Town due to the Town’s real property interest in the same or hereafter owned by the Town, that would not otherwise fall under the definition of “Streets,” but which provides a suitable location for the placement of Company Facilities as specifically approved in writing by the Town. Other Town Property does not include Public Utility Easements.

“Parks” refers to land area owned by the Town, either independently or with another governmental or quasi-governmental entity, that is developed and maintained for active or passive recreational use and is open for the general public’s use and enjoyment; which, by way of example only, may include public playfields, courts, and other recreation facilities, or may include greenways, water features, picnic areas, or natural areas.

“Private Project” refers to any project not included in the definition of Public Project.

“Public Project” refers to (1) any public work or improvement within the Town that is wholly owned by the Town; or (2) any public work or improvement within the Town where at least fifty percent (50%) or more of the funding is provided by any combination of the Town, the federal government, the State of Colorado, or any Colorado county, but excluding all entities established under Title 32 of the Colorado Revised Statutes.

“Public Utilities Commission” or **“PUC”** refers to the Public Utilities Commission of the State of Colorado or other state agency succeeding to the regulatory powers of the Public Utilities Commission.

“Public Utility Easement” refers to any platted easement over, under, or above public or private property, expressly dedicated to, and accepted by, the Town for the use of public utility companies for the placement of utility facilities, including but not limited to Company Facilities.

“Relocate” and **“Relocation,”** and any variation thereof, means a temporary or permanent change or alteration by the Company in the position of any Company Facilities.

“Renewable Energy Resources” means wind, solar, and geothermal resources; energy produced from biomass from nontoxic plant matter consisting of agricultural crops or their byproducts, urban wood waste, mill residue, slash, or brush, or from animal wastes and products of animal wastes, or from methane produced at landfills or as a by-product of the treatment of wastewater residuals; new hydroelectricity with a nameplate rating of ten (10)

megawatts or less; hydroelectricity in existence on January 1, 2005 with a nameplate rating of thirty (30) megawatts or less; fuel cells using hydrogen derived from a Renewable Energy Resource; recycled energy produced by a generation unit with a nameplate capacity of not more than fifteen (15) megawatts that converts the otherwise lost energy from the heat from exhaust stacks or pipes to electricity and that does not combust additional fossil fuel, and includes any eligible renewable energy resource as defined in C.R.S. § 40-2-124(1)(a), as the same may be amended from time to time.

“Residents” refers to all persons, businesses, industries, governmental agencies, including the Town, and any other entity whatsoever presently located or to be hereinafter located, in whole or in part, within the territorial boundaries of the Town.

“Streets” or **“Town Streets”** refers to the surface, the air space above the surface and the area below the surface of any Town-dedicated or Town-maintained streets, alleys, bridges, roads, lanes, access easements, and other public rights-of-way within the Town, which are primarily used for motorized vehicle traffic. Streets shall not include Public Utility Easements and Other Town Property.

“Supporting Documentation” refers to all information reasonably required or needed in order to allow the Company to design and construct any work performed under the provisions of this Franchise. Supporting Documentation may include, but is not limited to, construction plans, a description of known environmental issues, the identification of critical right-of-way or easement issues, the final recorded plat for the property, the date the site will be ready for the Company to begin construction, the date gas service and meter set are needed, and the name and contact information for the Town’s project manager.

“Tariffs” refer to those tariffs of the Company on file and in effect with the PUC or other governing jurisdiction, as amended from time to time.

“Underground Program” has the meaning ascribed in Section 11.2(A).

“Utility Service” refers to the sale of gas or electricity to Residents by the Company under Tariffs approved by the PUC, as well as the delivery of gas to Residents by the Company.

Section 1.2 Singular/Plural. Unless the context otherwise requires, words used in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural.

Section 1.3 Mandatory/Permissive. The words “shall” and “will” are mandatory and the word “may” is permissive.

ARTICLE 2 GRANT OF FRANCHISE

Section 2.1 Grant of Franchise.

(A) Grant. The Town hereby grants to the Company, subject to all conditions, limitations, terms, and provisions contained in this Franchise, the non-exclusive right to make reasonable use of Town Streets, Public Utility Easements (as applicable) and Other Town Property:

- (1) to provide Utility Service to the Town and to its Residents under the Tariffs; and
- (2) to acquire, purchase, construct, install, locate, maintain, operate, upgrade and extend into, within and through the Town all Company Facilities reasonably necessary for the generation, production, manufacture, sale, storage, purchase, exchange, transportation, transmission and distribution of Utility Service within and through the Town.

(B) Street Lighting and Traffic Signal Lighting Service. The rights granted by this Franchise encompass the nonexclusive right to provide street lighting service and traffic signal lighting services as directed by the Town and, where applicable, the provisions of this Franchise shall apply with full and equal force to street lighting service and traffic signal lighting service provided by the Company pursuant to its Tariffs. In the event of a conflict between the provisions of this Franchise and the Tariffs, the Tariffs shall control. Wherever reference is made in this Franchise to the sale or provision of Utility Service these references shall be deemed to include the provision of street lighting service and traffic signal lighting service.

(C) New Company Facilities in Other Town Property, Excluding Parks and Open Space. For all Other Town Property that is not a Park or Open Space, the Town's grant to the Company of the right to locate Company Facilities in, on, over or across such Other Town Property shall be subject to the Company's already having or first receiving from the Town approval of the location of such Company Facilities, in the Town's reasonable discretion; and the terms and conditions of the use of such Other Town Property shall be governed by this Franchise as may be reasonably supplemented to account for the unique nature of such Other Town Property. By way of illustration and example only, the Town may want to condition the use of Other Town Property that is a golf course upon the Company not constructing Company Facilities in fairways or greens or during peak golf season. Nothing in this Section 2.1(C) shall modify or extinguish pre-existing Company property rights. Further, this paragraph shall not prohibit the Company from modifying, replacing or upgrading Company Facilities already located in Parks or Open Space in accordance with the terms and conditions of the Town license agreement, permit or other agreement that granted the Company the right to use such Other Town Property or, if there is no such license agreement, permit or other agreement, in accordance with this Franchise.

(D) New Company Facilities in Other Town Property that are Parks or Open Space. The Town's grant to the Company of the right to locate Company Facilities in, on, over or across Other Town Property that is a Park or Open Space shall be subject to (i) the Company's already having or first receiving from the Town a revocable license, permit or other agreement approving the location of such Company Facilities, which the Town may grant or deny in its sole discretion; and (ii) the terms and conditions of such revocable license agreement, permit or other written agreement. Nothing in this Section 2.1(D) shall modify or extinguish pre-existing Company property rights. Further, this paragraph shall not prohibit the Company from modifying, replacing or upgrading Company Facilities already located in Parks or Open Space in accordance with the terms and conditions of the Town license agreement, permit or other agreement that granted the Company the right to use such Parks or Open Space or, if there is no such license agreement, permit or other agreement, in accordance with this Franchise.

Section 2.2 Conditions and Limitations.

(A) Scope of Franchise. The grant of this Franchise and the terms and conditions hereof shall extend to all areas of the Town as it is now or hereafter constituted that are within the Company's PUC-certificated service territory; however, nothing contained in this Franchise shall be construed to authorize the Company to engage in activities other than the provision of Utility Service.

(B) Subject to Town Usage. The Company's right to make reasonable use of Town Streets and Other Town Property to provide Utility Service to the Town and its Residents under this Franchise is subject to and subordinate to any Town usage of said Streets and Other Town Property.

(C) Prior Grants Not Revoked. This grant and Franchise is not intended to and does not revoke any prior license, grant, or right to use the Streets, Other Town Property or Public Utility Easements pursuant to any grant or easement not otherwise contained in a prior franchise agreement, and such licenses, grants or rights of use are hereby affirmed.

(D) Franchise Not Exclusive. The rights granted by this Franchise are not, and shall not be deemed to be, granted exclusively to the Company, and the Town reserves the right to make or grant a franchise to any other person, firm, or corporation.

Section 2.3 Effective Date and Term. This Franchise shall take effect on September 1, 2025 (the "**Effective Date**") and shall supersede any prior franchise grants to the Company by the Town. This Franchise shall terminate on August 31, 2035, unless extended by mutual consent.

ARTICLE 3 **TOWN POLICE POWERS**

Section 3.1 Police Powers. The Company expressly acknowledges the Town's right to adopt, from time to time, in addition to the provisions contained herein, such laws, including ordinances and regulations, as it may deem necessary in the exercise of its governmental powers. If the Town considers making any substantive changes in its local codes or regulations that in the

Town's reasonable opinion will significantly impact the Company's operations in the Town's Streets, Public Utility Easements and Other Town Property, it will make a good faith effort to advise the Company of such consideration; provided, however, that lack of notice shall not be justification for the Company's non-compliance with any applicable local requirements.

Section 3.2 Regulation of Streets and Other Town Property. The Company expressly acknowledges the Town's right to enforce regulations concerning the Company's access to or use of the Streets and/or Other Town Property. In addition, the Company acknowledges the Town's right to require the Company to obtain permits for work in Streets, Other Town Property, and Public Utility Easements.

Section 3.3 Compliance with Laws. The Company shall promptly and fully comply with all laws, regulations, permits and orders lawfully enacted by the Town that are consistent with Industry Standards. Nothing herein provided shall prevent the Company from legally challenging or appealing the enactment or applicability of any laws, regulations, permits and orders enacted by the Town. To the extent that the Company believes that any Town regulations, permits and orders are inconsistent with Industry Standards, the Town agrees to meet with the Company upon the Company's written request for consideration of the matters at issue within a reasonable period of time.

Section 3.4 Industry Standards. In enacting laws and regulations and issuing permits that affect the Company's access to or use of the Streets, Other Town Property and Public Utility Easements, the Town agrees to make good faith efforts to make its regulations and permit conditions consistent with Industry Standards to the extent practicable, and the Company agrees to make good faith efforts to advise the Town of Industry Standards that affect the Company's operations within the Town. Without limiting the Town's police power in any way, the Town will take into consideration any input from the Company on new regulations and permit conditions that the Company believes unnecessarily increase its costs of operations within the Town.

ARTICLE 4 FRANCHISE FEE

Section 4.1 Franchise Fee.

(A) Fee. In consideration for this Franchise Agreement, which provides the certain terms related to the Company's use of Town Streets, Public Utility Easements and Other Town Property, which are valuable public properties acquired and maintained by the Town at the expense of its Residents, and in recognition of the fact that the grant to the Company of this Franchise is a valuable right, the Company shall pay the Town a sum equal to three percent (3%) of Gross Revenues (the "**Franchise Fee**"). To the extent required by law, the Company shall collect the Franchise Fee from a surcharge upon Town Residents who are customers of the Company.

(B) Obligation in Lieu of Franchise Fee. In the event that the Franchise Fee specified herein is declared void for any reason by a court of competent jurisdiction, unless prohibited by law, the Company shall be obligated to pay the Town, at the same times and in the same manner as provided in this Franchise, an aggregate amount equal to the amount

that the Company would have paid as a Franchise Fee as partial consideration for use of the Town Streets, Public Utility Easements and Other Town Property. Such payments shall be made in accordance with applicable provisions of law. Further, to the extent required by law, the Company shall collect the amounts agreed upon through a surcharge upon Utility Service provided to Town Residents who are customers of the Company.

(C) Changes in Utility Service Industries. The Town and the Company recognize that utility service industries are the subject of restructuring initiatives by legislative and regulatory authorities and are also experiencing other changes as a result of mergers, acquisitions, and reorganizations. Some of such initiatives and changes may have an adverse impact upon the Franchise Fee revenues provided for herein. In recognition of the length of the term of this Franchise, the Company agrees that in the event of any such initiatives or changes and to the extent permitted by law, upon receiving a written request from the Town, the Company will cooperate with and assist the Town in making reasonable modifications of this Franchise Agreement in an effort to provide that the Town receives an amount in Franchise Fees or some other form of compensation that is the same amount of Franchise Fees paid to the Town as of the date that such initiatives and changes adversely impact Franchise Fee revenues.

(D) Utility Service Provided to the Town. No Franchise Fee shall be charged to the Town for Utility Service provided directly or indirectly to the Town for its own consumption, including street lighting service and traffic signal lighting service, unless otherwise directed by the Town in writing and in a manner consistent with Company policy.

Section 4.2 Remittance of Franchise Fee.

(A) Remittance Schedule. Franchise fee revenues shall be remitted by the Company to the Town as directed by the Town in monthly installments not more than thirty (30) days following the close of each calendar month.

(B) Correction of Franchise Fee Payments. In the event that either the Town or the Company discovers that there has been an error in the calculation of the Franchise Fee payment to the Town, either party shall provide written notice of the error to the other party. Subject to the following sentence, if the party receiving written notice of the error does not agree with the written notice of error, that party may challenge the written notice of error pursuant to Section 4.2(C)(3) of this Franchise; otherwise, the error shall be corrected in the next monthly payment. However, if the error results in an overpayment of the Franchise Fee to the Town, and said overpayment is in excess of Five Thousand Dollars (\$5,000.00), correction of the overpayment by the Town shall take the form of a credit against future Franchise Fees and shall be spread over the same period the error was undiscovered or the Town shall make a refund payment to the Company. If such period would extend beyond the term of this Franchise, the Company may elect to require the Town to provide it with a refund instead of a credit, with such refund to be spread over the same period the error was undiscovered, even if the refund will be paid after the termination date of this Franchise. All Franchise Fee underpayments shall be corrected in the next

monthly payment, together with interest computed at the rate set by the PUC for customer security deposits held by the Company, from the date when due until the date paid. Subject to the terms of the Tariffs, in no event shall either party be required to fund or refund any overpayment or underpayment made as a result of a Company error which occurred more than five (5) years prior to the discovery of the error.

(C) Audit of Franchise Fee Payments.

- (1) Company Audit. At the request of the Town, every three (3) years commencing at the end of the third calendar year of the Term of this Franchise, the Company shall conduct an internal audit, in accordance with the Company's auditing principles and policies that are applicable to electric and gas utilities that are developed in accordance with the Institute of Internal Auditors, to investigate and determine the correctness of the Franchise Fees paid to the Town. Such audit shall be limited to the previous three (3) calendar years. The Company shall provide a written report to the Town Clerk summarizing the audit procedures followed along with any findings.
- (2) Town Audit. If the Town disagrees with the results of the Company's audit, and if the parties are not able to informally resolve their differences, the Town may conduct its own audit at its own expense, in accordance with generally accepted auditing principles applicable to electric and gas utilities that are developed in accordance with the Institute of Internal Auditors, and the Company shall cooperate by providing the Town's auditor with non-confidential information that would be required to be disclosed under applicable state sales and use tax laws and applicable PUC rules and regulations.
- (3) Underpayments. If the results of a Town audit conducted pursuant to Section 4.2(C)(1) above concludes that the Company has underpaid the Town by five percent (5%) or more, in addition to the obligation to pay such amounts to the Town, the Company shall also pay all reasonable costs of the Town's audit. The Company shall not be responsible for the costs of the /Town's audit when the underpayment is caused by errors from information provided by an entity certified by the Colorado Department of Revenue as a "hold harmless entity" or other similar entity recognized by the Department of Revenue.

(D) Fee Disputes. Either party may challenge any written notification of error as provided for in Section 4.2(A) of this Franchise by filing a written notice to the other party within thirty (30) days of receipt of the written notification of error. The written notice shall contain a summary of the facts and reasons for the party's notice. The parties shall make good faith efforts to resolve any such notice of error before initiating any formal legal proceedings for the resolution of such error.

(E) Reports. To the extent allowed by law, upon written request by the Town, but not more than once per year, the Company shall supply the Town with a list of the names and addresses of registered natural gas suppliers and brokers of natural gas that utilize

Company Facilities to sell or distribute natural gas within the Town. The Company shall not be required to disclose any confidential or proprietary information.

(F) Franchise Fee Payment Not in Lieu of Permit or Other Fees . Payment of the Franchise Fee by Company to Town does not exempt the Company from any other lawful tax or fee imposed generally upon persons doing business within the Town, except that the Franchise Fee provided for herein shall be in lieu of any occupation, occupancy or similar tax or fee for the Company's use of Town Streets, Public Utility Easements or Other Town Property under the terms set forth in this Franchise.

ARTICLE 5

ADMINISTRATION OF FRANCHISE

Section 5.1 Town Designee. The Town Clerk shall designate in writing to the Company an official or officials having full power and authority to administer this Franchise (whether one or more, the "Town Designee"). The Town Clerk may also designate one or more Town representatives to act as the primary liaison with the Company as to particular matters addressed by this Franchise and shall provide the Company with the name(s) and telephone number(s) of said Town Designee. The Town Clerk may change these designations by providing written notice to the Company. The Town's Designee shall have the right, at all reasonable times and with reasonable notice to the Company, to inspect any Company Facilities in Town Streets and Other Town Property.

Section 5.2 Company Designee. The Company shall designate a representative to act as the primary liaison with the Town and shall provide the Town with the name, address, and telephone number for the Company's representative under this Franchise ("Company Designee"). The Company may change its designation by providing written notice to the Town. The Town shall use the Company Designee to communicate with the Company regarding Utility Service and related service needs for Town facilities.

Section 5.3 Coordination of Work.

(A) Company and Town agree to coordinate their activities in Town Streets, Public Utility Easements and Other Town Property with the Town. The Town and the Company will meet annually upon the written request of the Town designee to exchange their respective short-term and long-term forecasts and/or work plans for construction and other similar work which may affect Town Streets, including but not limited to any planned Town Streets paving projects. The Town and Company shall hold such meetings as either deems necessary to exchange additional information with a view toward coordinating their respective activities in those areas where such coordination may prove beneficial and so that the Town will be assured that all applicable provisions of this Franchise, applicable building and zoning codes, and applicable Town air and water pollution regulations are complied with, and that aesthetic and other relevant planning principles have been given due consideration.

(B) In addition to the foregoing meetings, the Company and the Town agree to use good faith efforts to provide notice to one another whenever (i) the Company initiates plans to

significantly upgrade its infrastructure within the Town, including without limitation the replacement of utility poles and overhead lines; and (ii) third-party applicants within the Town initiate private land uses and projects or the Town initiates a Public Project that requires significant upgrade to future gas and/or electric utility development by the Company, in order to allow for mutual Town and Company input and consultation for beneficial coordination of activities.

ARTICLE 6 SUPPLY, CONSTRUCTION AND DESIGN

Section 6.1 Purpose. The Company acknowledges the critical nature of the municipal services performed or provided by the Town to the Residents that require the Company to provide prompt and reliable Utility Service and the performance of related services for Town facilities. The Town and the Company wish to provide for certain terms and conditions under which the Company will provide Utility Service and perform related services for the Town in order to facilitate and enhance the operation of Town facilities. They also wish to provide for other processes and procedures related to the provision of Utility Service to the Town.

Section 6.2 Supply. Subject to the jurisdiction of the PUC, the Company shall take all reasonable and necessary steps to provide a sufficient supply of gas and electricity to Residents at the lowest reasonable cost consistent with reliable supplies.

Section 6.3 Charges to the Town for Service to Town Facilities. No charges to the Town by the Company for Utility Service (other than gas transportation which shall be subject to negotiated contracts) shall exceed the lowest charge for similar service or supplies provided by the Company to any other similarly situated customer of the Company. The parties acknowledge the jurisdiction of the PUC over the Company's regulated intrastate electric and gas rates. All charges to the Town shall be in accord with the Tariffs.

Section 6.4 Restoration of Service.

(A) Notification. The Company shall provide to the Town daytime and nighttime telephone numbers of a Company Designee from whom the Town may obtain status information from the Company on a twenty-four (24) hour basis concerning interruptions of Utility Service in any part of the Town.

(B) Restoration. In the event the Company's gas system or electric system within the Town, or any part thereof, is partially or wholly destroyed or incapacitated, the Company shall use due diligence to restore such system to satisfactory service within the shortest practicable period of time, or provide a reasonable alternative to such system if the Company elects not to restore such system.

Section 6.5 Obligations Regarding Company Facilities.

(A) Company Facilities. All Company Facilities within Town Streets, Public Utility Easements and Other Town Property shall be maintained in good repair and condition.

(B) Company Work within the Town. All work within Town Streets and Other Town Property performed or caused to be performed by the Company shall be performed:

- (1) in a high-quality manner that is in accordance with Industry Standards;
- (2) in a timely and expeditious manner;
- (3) in a manner that reasonably minimizes inconvenience to the public;
- (4) in a cost-effective manner, which may include the use of qualified contractors; and
- (5) in accordance with all applicable Town laws, ordinances and regulations that are consistent with Industry Standards and the Tariffs.

(C) No Interference with Town Facilities. Company Facilities shall not unreasonably interfere with any Town facilities, including water facilities, sanitary or storm sewer facilities, communications facilities, or other Town uses of the Streets or Other Town Property. Company Facilities shall be installed and maintained in Town Streets and Other Town Property so as to reasonably minimize interference with other property, trees, and other improvements and natural features in and adjoining the Streets and Other Town Property in light of the Company's obligation under Colorado law to provide safe and reliable utility facilities and services.

(D) Permit and Inspection. The installation, renovation, and replacement of any Company Facilities in the Town Streets or Other Town Property by or on behalf of the Company shall be subject to permit, inspection and approval by the Town in accordance with applicable Town laws. Such permitting, inspection and approval may include, but shall not be limited to, the following matters: location of Company Facilities, cutting and pruning of trees and shrubs and disturbance of pavement, sidewalks and surfaces of Town Streets or Other Town Property; provided, however, the Company shall have the right to cut, prune, and/or remove vegetation in accordance with its standard vegetation management requirements and procedures. The Company agrees to cooperate with the Town in conducting inspections and shall promptly perform any remedial action lawfully required by the Town pursuant to any such inspection that is consistent with Industry Standards.

(E) Compliance. Subject to the provisions of Section 3.3 above, the Company and all of its contractors shall comply with the requirements of applicable municipal laws, ordinances, regulations, permits, and standards lawfully adopted that are consistent with Industry Standards, including but not limited to requirements of all building and zoning codes, and requirements regarding curb and pavement cuts, excavating, digging, and other construction activities. The Company shall use commercially reasonable efforts to require that its contractors working in Town Streets and Other Town Property hold the necessary licenses and permits required by law.

(F) Increase in Voltage. The Company shall reimburse the Town for the cost of upgrading the electrical system or facility of any Town building or facility that uses Utility Service where such upgrading is solely caused or occasioned by the Company's decision to increase the voltage of delivered electrical energy. This provision shall not apply to voltage increases required by law, including but not limited to a final order of the PUC, or voltage increases requested by the Town.

Section 6.6 As-Built Drawings.

(A) Within thirty (30) days after written request of the Town designee, but no sooner than fourteen (14) days after project completion, the Company shall commence its internal process to permit the Company to provide, on a project by project basis, as-built drawings of any Company Facility installed within the Town Streets or contiguous to the Town Streets or on Other Town Property. The Company shall provide the requested documents no later than forty-five (45) days after it commences its internal process.

(B) If the requested information must be limited or cannot be provided pursuant to regulatory requirements or Company data privacy policies, the Company shall promptly notify the Town of such restrictions. The Town acknowledges that the requested as-built drawings are confidential information of the Company and the Company asserts that disclosure to members of the public would be contrary to the public interest. Accordingly, the Town shall deny the right of inspection of the Company's confidential information as set forth in C.R.S. § 24-72-204(3)(a)(IV), as may be amended from time to time (the "**Open Records Act**"). If an Open Records Act request is made by any third party as-built drawings that the Company has provided to the Town pursuant to this Franchise, the Town will immediately notify the Company of the request and shall allow the Company to defend such request at its sole expense, including filing a legal action in any court of competent jurisdiction to prevent disclosure of such information. In any such legal action the Company shall join the person requesting the information and the Town. In no circumstance shall the Town provide to any third-party as-built drawings provided by the Company pursuant to this Franchise without first conferring with the Company. Provided the Town complies with the terms of this Section, the Company shall defend, indemnify and hold the Town harmless from any claim, judgment, costs or attorney fees incurred in participating in such proceeding.

(C) As used in this Section 6.6, "as-built drawings" refers to hard copies of the facility drawings as maintained in the Company's business records and shall not include information maintained in the Company's geographical information system. The Company shall not be required to create drawings or data that do not exist at the time of the request.

Section 6.7 Excavation and Construction. Subject to Section 3.3, the Company shall be responsible for obtaining, paying for, and complying with all applicable permits, in the manner required by the laws, ordinances, and regulations of the Town. Although the Company shall be responsible for obtaining and complying with the terms of such permits when performing Relocations requested by the Town under Section 6.9 of this Franchise and undergrounding

requested by the Town under Article 11 of this Franchise, the Town will not require the Company to pay the fees charged for such permits. Upon the Company submitting a construction design plan, the Town shall promptly and fully advise the Company in writing of all requirements for the restoration of Town Streets in advance of Company excavation projects in Town Streets, based upon the design submitted, if the Town's restoration requirements are not addressed in publicly available standards.

Section 6.8 Restoration.

(A) Subject to the provisions of Section 6.5(C), when the Company does any work in or affecting the Town Streets or Other Town Property, it shall, at its own expense, promptly remove any obstructions placed thereon or therein by the Company and restore the affected surface of such Town Streets or Other Town Property to a condition that is substantially the same as existed before the work, in accordance with applicable Town standards.

(B) If weather or other conditions do not permit the complete restoration required by Section 6.8(A), the Company may with the approval of the Town, temporarily restore the affected Town Streets or Other Town Property, provided that such temporary restoration is not at the Town's expense and provided further that the Company promptly undertakes and completes the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.

(C) Upon the request of the Town, the Company shall restore the Streets or Other Town Property to a better condition than existed before the Company work was undertaken, provided that the Town shall be responsible for any incremental costs of such restoration not required by then-current Town standards, and provided the Town seeks and/or grants, as applicable, any additional required approvals.

(D) If the Company fails to promptly restore the Town Streets or Other Town Property as required by this Section 6.8, and if, in the reasonable discretion of the Town, immediate action is required for the protection of public health, safety or welfare, the Town may restore such Streets or Other Town Property or remove the obstruction therefrom; provided however, Town actions do not interfere with Company Facilities. The Company shall be responsible for the actual cost incurred by the Town to restore such Town Streets or Other Town Property or to remove any obstructions therefrom. In the course of its restoration of Town Streets or Other Town Property under this Section 6.8, the Town shall not perform work on Company Facilities unless specifically authorized by the Company in writing on a project-by-project basis and subject to the terms and conditions agreed to in such authorization.

Section 6.9 Relocation of Company Facilities.

(A) Relocation Obligation. The Company shall Relocate any Company Facility in Town Streets or in Other Town Property at no cost or expense to the Town whenever such Relocation is necessary for the completion of any Public Project. In the case of Relocation that is necessary for the completion of any Public Project in a Public Utility Easement, the Company shall not be responsible for any relocation costs. For all Relocations, the

Company and the Town agree to cooperate on the location and Relocation of the Company Facilities in the Town Streets or Other Town Property in order to achieve Relocation in the most efficient and cost-effective manner possible. Notwithstanding the foregoing, once the Company has completed a Relocation of any Company Facility at the Town's direction, if the Town requests a Relocation of the same Company Facility within two (2) years, the subsequent Relocation shall not be at the Company's expense. Nothing provided herein shall prevent the Company from recovering its Relocation costs and expenses from third-parties.

(B) Private Projects. Subject to Section 6.9(E), the Company shall not be responsible for the expenses of any Relocation required by Private Projects, and the Company has the right to require the payment of estimated Relocation expenses from the party causing, or responsible for, the Relocation before undertaking the Relocation.

(C) Relocation Performance. The Relocations set forth in Section 6.9(A) of this Franchise shall be completed within a reasonable time, not to exceed one hundred twenty (120) days from the later of the date on which the Town designee requests, in writing, that the Relocation commence, or the date when the Company is provided all Supporting Documentation. The Company shall receive an extension of time to complete a Relocation where the Company's performance was delayed due to Force Majeure or the failure of the Town to provide adequate Supporting Documentation. The Company has the burden of presenting evidence to reasonably demonstrate the basis for the delay. Upon written request of the Company, the Town may also grant the Company reasonable extensions of time for good cause shown and the Town shall not unreasonably withhold or condition any such extension.

(D) Town Revision of Supporting Documentation. Any revision by the Town of Supporting Documentation provided to the Company that causes the Company to substantially redesign and/or change its plans regarding Company Facility Relocation shall be deemed good cause for a reasonable extension of time to complete the Relocation under this Franchise.

(E) Completion. Each such Relocation shall be complete only when the Company actually Relocates the Company Facilities, restores the Relocation site in accordance with Section 6.9 of this Franchise or as otherwise agreed with the Town, and properly abandons on site all unused Company Facilities, equipment, material and other impediments. "Unused" for the purposes of this Franchise shall mean the Company is no longer using the Company Facilities in question and has no plans to use the Company Facilities in the foreseeable future.

(F) Scope of Obligation. Notwithstanding anything to the contrary in this Franchise, the Company shall not be required to Relocate any Company Facilities from property (i) owned by the Company in fee; or (ii) in which the Company has a property right, grant or interest, including without limitation an easement but excluding Public Utility Easements, which are addressed in Section 6.9(A).

(G) Underground Relocation. The Company shall Relocate underground Company Facilities underground. The Company shall Relocate above-ground Company Facilities above-ground unless the Company is paid for the incremental amount by which the underground cost would exceed the above ground cost of Relocation, or the Town requests that such additional incremental cost be paid out of available funds under Article 11.

(H) Coordination. When requested in writing by the Town designee or the Company, representatives of the Town and the Company shall meet to share information regarding anticipated projects which will require Relocation of Company Facilities in Town Streets and Other Town Property. Such meetings shall be for the purpose of minimizing conflicts where possible and to facilitate coordination with any reasonable timetable established by the Town for any Public Project.

The Town shall make reasonable best efforts to provide the Company with two (2) years advance notice of any planned Street repaving. The Company shall make reasonable best efforts to complete any necessary or anticipated repairs or upgrades to Company Facilities that are located underneath the Streets within the two-year period if practicable.

(I) Proposed Alternatives or Modifications. Upon receipt of written notice of a required Relocation, the Company may propose an alternative to or modification of the Public Project requiring the Relocation in an effort to mitigate or avoid the impact of the required Relocation of Company Facilities. The Town shall in good faith review the proposed alternative or modification. The acceptance of the proposed alternative or modification shall be at the discretion of the Town. In the event the Town accepts the proposed alternative or modification, the Company agrees to promptly compensate the Town for all additional costs, expenses or delay that the Town reasonably determines resulted from the implementation of the proposed alternative.

Section 6.10 New or Modified Service Requested by Town. The conditions under which the Company shall install new or modified Utility Service to the Town as a customer shall be governed by this Franchise and the Company's Tariffs. Service to New Areas. If the territorial boundaries of the Town are expanded during the term of this Franchise, the Company shall, to the extent permitted by law, extend service to Residents in the expanded area at the earliest practicable time if the expanded area is within the Company's PUC-certificated service territory. Service to the expanded area shall be in accordance with the terms of the Tariffs and this Franchise, including the payment of Franchise Fees.

Section 6.12 Town Not Required to Advance Funds. Upon receipt of the Town's authorization for billing and construction, the Company shall install Company Facilities to provide Utility Service to the Town as a customer, without requiring the Town to advance funds prior to construction. The Town shall pay for the installation of Company Facilities once completed in accordance with the Tariffs. Notwithstanding anything to the contrary, the provisions of this Section to allow the Town to not advance funds prior to construction shall apply unless prohibited by PUC rules or the Tariffs. The parties agree that as of the date of execution of this Agreement, Company Electric Tariff Sheets R120, R167 and R175 and Gas Tariff Sheets R36 and 39 governs

the terms of installation of Company Facilities for the Town and allows installation of Company Facilities without the Town advancing funds prior to construction.

Section 6.13 Technological Improvements. The Company shall use its best efforts to incorporate, as soon as practicable, technological advances in its equipment and service within the Town when such advances are technically and economically feasible and are safe and beneficial to the Town and its Residents.

ARTICLE 7 RELIABILITY

Section 7.1 Reliability. The Company shall operate and maintain Company Facilities efficiently and economically, in accordance with Industry Standards, and in accordance with the standards, systems, methods and skills consistent with the provision of adequate, safe and reliable Utility Service.

Section 7.2 Franchise Performance Obligations. The Company recognizes that, as part of its obligations and commitments under this Franchise, the Company shall carry out each of its performance obligations in a timely, expeditious, efficient, economical and workmanlike manner.

Section 7.3 Reliability Reports. Upon written request, the Company shall provide the Town with a report regarding the reliability of Company Facilities and Utility Service.

ARTICLE 8 COMPANY PERFORMANCE OBLIGATIONS

Section 8.1 New or Modified Service to Town Facilities. In providing new or modified Utility Service to Town facilities, the Company agrees to perform as follows:

(A) **Performance.** The Company shall complete each project requested by the Town within a reasonable time. Other than traffic facilities, where the Company's performance obligations are governed by Tariff, the parties agree that a reasonable time shall not exceed one hundred eighty (180) days from the date upon which the Town designee makes a written request and provides the required Supporting Documentation for all Company Facilities other than traffic facilities, including a copy to the Area Manager as designated in Section 21.4 below. Provided that the Town provides the Company's designated representative with a copy of the Supporting Documentation, the Company shall notify the Town within twenty (20) days of receipt of the request if the Supporting Documentation is sufficient to complete the project. The Company shall be entitled to an extension of time to complete a project where the Company's performance was delayed due to Force Majeure. Upon request of the Company, the Town designee may also grant the Company reasonable extensions of time for good cause shown and the Town shall not unreasonably withhold any such extension.

(B) **Town Revision of Supporting Documentation.** Any revision by the Town of Supporting Documentation provided to the Company that causes the Company to substantially redesign and/or substantially change its plans regarding new or modified

service to Town facilities shall be deemed good cause for a reasonable extension of time to complete the Relocation under this Franchise.

(C) Completion/Restoration. Each such project shall be complete only when the Company actually provides the service installation or modification required, restores the project site in accordance with the terms of this Franchise or as otherwise agreed with the Town and properly abandons on site any unused Company Facilities, equipment, material and other impediments.

Section 8.2 Adjustments to Company Facilities. The Company shall perform adjustments to Company Facilities that are consistent with Industry Standards, including manhole rings and other appurtenances in Streets and Other Town Property, to accommodate Town Street maintenance, repair and paving operations at no cost to the Town. In providing such adjustments to Company Facilities, the Company agrees to perform as follows:

(A) Performance. The Company shall complete each requested adjustment within a reasonable time, not to exceed thirty (30) days from the date upon which the Town makes a written request and provides to the Company all information reasonably necessary to perform the adjustment. The Company shall be entitled to an extension of time to complete an adjustment where the Company's performance was delayed due to a Force Majeure Event. Upon request of the Company, the Town may also grant the Company reasonable extensions of time for good cause shown and the Town shall not unreasonably withhold any such extension.

(B) Completion/Restoration. Each such adjustment shall be complete only when the Company actually adjusts and, if required, readjusts, Company Facilities to accommodate Town operations in accordance with Town instructions following Town paving operations.

(C) Coordination. As requested by the Town or the Company, representatives of the Town and the Company shall meet regarding anticipated Street maintenance operations which will require such adjustments to Company Facilities in Streets or Other Town Property. Such meetings shall be for the purpose of coordinating and facilitating performance under this Section.

Section 8.3 Third Party Damage Recovery.

(A) Damage to Company Facilities. If any individual or entity damages any Company Facilities, to the extent permitted by law the Town will notify the Company of any such incident of which it has knowledge and will provide to the Company within a reasonable time all pertinent information within its possession regarding the incident and the damage, including the identity of the responsible individual or entity.

(B) Damage to Company Facilities for which the Town is Responsible. If any individual or entity damages any Company Facilities for which the Town is obligated to reimburse the Company for the cost of the repair or replacement, to the extent permitted by law, the Company will notify the Town of any such incident of which it has knowledge and will provide to the Town within a reasonable time all pertinent information within its

possession regarding the incident and the damage, including the identity of the responsible individual or entity.

(C) Damage to Town Interests. If any individual or entity damages any Town facilities, to the extent permitted by law, the Company will notify the Town of any such incident of which it has knowledge and will provide to the Town within a reasonable time all pertinent information within its possession regarding the incident and the damage, including the identity of the responsible individual or entity.

(D) Meeting. The Company and the Town agree to meet periodically upon written request of either party for the purpose of developing, implementing, reviewing, improving and/or modifying mutually beneficial procedures and methods for the efficient gathering and transmittal of information useful in recovery efforts against third-parties for damaging Company Facilities.

ARTICLE 9 BILLING AND PAYMENT

Section 9.1 Billing for Utility Services

(A) Monthly Billing. Unless otherwise provided in the Tariffs, the rules and regulations of the PUC, or the Public Utility Law, the Company shall render bills monthly to the offices of the Town for Utility Service and other related services for which the Company is entitled to payment.

(B) Address for Billing. Billings for service rendered during the preceding month shall be sent to the person(s) designated by the Town and payment for same shall be made as prescribed in this Franchise and the applicable Tariffs.

(C) Supporting Documents. To the extent requested by the Town, the Company shall provide all billings and any underlying Supporting Documentation reasonably requested by the Town in an editable and manipulatable electronic format that is acceptable to the Company and the Town.

(D) Annual Meetings. The Company agrees to meet with the Town designee on a reasonable basis at the Town's request, but no more frequently than once a year, for the purpose of developing, implementing, reviewing, and/or modifying mutually beneficial and acceptable billing procedures, methods, and formats which may include, without limitation, electronic billing and upgrades or beneficial alternatives to the Company's current most advanced billing technology, for the efficient and cost effective rendering and processing of such billings submitted by the Company to the Town.

(E) Payment to Town. In the event the Town determines after written notice to the Company that the Company is liable to the Town for payments, costs, expenses or damages of any nature, and subject to the Company's right to challenge such determination, the Town may deduct all monies due and owing the Town from any other amounts currently due and owing the Company. Upon receipt of such written notice, the Company may

request a meeting between the Company's designee and a designee of the Town to discuss such determination. The Town agrees to attend such a meeting. As an alternative to such deduction and subject to the Company's right to challenge, the Town may bill the Company for such assessment(s), in which case, the Company shall pay each such bill within thirty (30) days of the date of receipt of such bill unless it challenges the validity of the charge. If the Company challenges the Town determination of liability, the Town shall make such payments to the Company for Utility Service received by Town pursuant to the Tariffs until the challenge has been finally resolved.

ARTICLE 10

USE OF COMPANY ELECTRIC DISTRIBUTION POLES

Section 10.1 Town Use of Company Electric Distribution Poles. The Town shall be permitted to make use of Company electric distribution poles in the Town, subject to the Tariffs, without a use fee for the placement of Town equipment or facilities necessary to serve a legitimate police, fire, emergency, public safety or traffic control purpose. The Town shall notify the Company in advance and in writing of its intent to use Company's electric distribution poles, and the nature of such use. The Town shall be responsible for all costs incurred by the Company associated with such use by the Town, including but not limited to reviews, inspections and modifications of Company electric distribution poles to accommodate the Town's use of such Company electric distribution poles and for any electricity used. The Town shall not install any equipment or facilities without the express written consent and approval of the Company. No such use of Company electric distribution poles may occur if it would constitute a safety hazard or would interfere with the Company's use or use by any other authorized entity of Company Facilities. Any such Town use must comply with the Company's policies, specifications, the National Electric Safety Code, Industry Standards and all other applicable laws, rules regulations.

Section 10.2 Third Party Use of Company Electric Distribution Poles. The Company may allow other companies who hold franchises from the Town, or who otherwise have obtained consent from the Town to use the Streets, Other Town Property, and Public Utility Easements, to utilize Company electric distribution poles in Town Streets, Other Town Property, and Public Utility Easements for the placement of their facilities. Any third party use of the Company's electric distribution poles shall be done in accordance with and subject to (i) the Tariffs, (ii) approval by the Company, and (iii) execution of a pole attachment agreement containing the terms and conditions of attachment, including payment of fees, required by the Company. No such use shall be permitted if it would constitute a safety hazard or would interfere with the Company's use of Company Facilities. The Company shall not be required to permit the use of Company electric distribution poles for the provision of utility service except as otherwise required by law. The Town shall be solely responsible for enforcement of its permitting requirements as a result of a third party's use of the Company's electric distribution poles.

Section 10.3 Town Use of Company Transmission Rights-of-Way. The Company shall offer to grant to the Town use of transmission rights-of-way which it now, or in the future, owns in fee within the Town for trails, parks and open space on terms comparable to those offered to other municipalities; provided, however, that the Company shall not be required to make such an offer in any circumstance where such use would constitute a safety hazard or would interfere with

the Company's use of the transmission right-of-way. In order to exercise this right, the Town must make specific, advance written request to the Company for any such use and must enter such written agreements as the Company may reasonably require.

Section 10.4 Emergencies. Upon written request, the Company shall assist the Town in developing an emergency management plan that is consistent with Company policies. The Town and the Company shall work cooperatively with each other in any emergency or disaster situation to address the emergency or disaster.

ARTICLE 11

UNDERGROUNDING OF OVERHEAD ELECTRIC DISTRIBUTION LINES

Section 11.1 Underground Electrical Lines in New Areas. Upon payment to the Company of the charges provided in the Tariffs or their equivalent, the Company shall place all newly constructed electrical distribution lines in newly developed areas of the Town underground in accordance with applicable laws, regulations and orders of the Town. Such underground construction shall be consistent with Industry Standards.

Section 11.2 Underground Conversion at Expense of Company.

(A) **Underground Conversion Program.** The Company shall budget and allocate an annual amount, equivalent to one percent (1%) of the preceding year's Electric Gross Revenues, for the purpose of undergrounding its existing overhead electric distribution lines in the Town Streets and Other Town Property, as may be requested by the Town Designee (the "**Underground Program**"), so long as the Company determines, as to the location requested by the Town, that (i) there is sufficient space in the Town Streets or Other Town Property to support the undergrounding of Company Facilities, (ii) the underground conversion does not result in end use customers of the Company incurring any costs related to the conversion, (iii) the project does not require the Company to obtain any additional land use rights, and (iv) the project is otherwise constructable. If the Town requires Relocation of overhead electric lines in the Streets and Other Town Property and there is no room to relocate the lines overhead, the Company may relocate the Facilities underground and may charge the cost of undergrounding to the Underground Program.

(B) **Unexpended Portion and Advances.** Any unexpended portion of the Underground Program shall be carried over to succeeding years and, in addition, upon request by the Town, the Company agrees to advance and expend amounts anticipated to be available under the preceding paragraph for up to three (3) years in advance provided there are at least three (3) years remaining before the expiration or termination of this Franchise. Any amounts so advanced shall be credited against amounts to be expended in succeeding years. Any funds left accumulated under any prior franchise shall be carried over to this Franchise. Notwithstanding the foregoing, the Town shall have no vested interest in monies allocated to the Underground Program and any monies in the Underground Program not expended at the expiration or termination of this Franchise shall remain the property of the Company. At the expiration or termination of this Franchise, the Company

shall not be required to underground any existing overhead electric distribution lines pursuant to this Article, but may do so in its sole discretion.

(C) System-wide Undergrounding. If, during the term of this Franchise, the Company should receive authority from the PUC to undertake a system-wide program or programs of undergrounding its electric distribution lines system wide, the Company will budget and allocate to the program of undergrounding in the Town such amount as may be determined and approved by the PUC, but in no case shall such amount be less than the one percent (1%) of annual Electric Gross Revenues provided above.

(D) Town Requirement to Underground. In addition to the provisions of this Article, the Town may require any above ground Company lines in Streets and Other Town Property to be moved underground at the Town's expense.

Section 11.3 Undergrounding Performance. Upon receipt of a written request from the Town, the Company shall underground Company electric distribution lines pursuant to the provisions of this Article 11, in accordance with the procedures set forth in this Section.

(A) Estimates. Promptly upon receipt of an undergrounding request from the Town and the Supporting Documentation necessary for the Company to design the undergrounding project, including a copy to the Area Manager as designated in Section 21.4 below, the Company shall prepare a detailed, good faith cost estimate of the anticipated actual cost of the requested project for the Town to review and, if acceptable to the Town, the Town will issue a project authorization. The Company shall notify the Town within twenty (20) days of receipt of the request if the Supporting Documentation is insufficient to prepare the cost estimate for the project. The Town and the Company agree to meet upon the request of either party during the period when the Company is preparing its estimate to discuss all aspects of the project toward the goal of enabling the Company to prepare an accurate cost estimate. At the Town's request, the Company will provide all documentation that forms the basis of the estimate that is not proprietary. The Company will not proceed with any requested project until the Town has provided a written acceptance of the Company's estimate.

(B) Performance. The Company shall complete each undergrounding project requested by the Town within a reasonable time considering the size and scope of each project, not to exceed two hundred forty (240) days from the later of the date upon which the Town designee makes a written request or the date the Town provides to the Company all Supporting Documentation. The Company shall have one hundred twenty (120) days after receiving the Town's written request to design project plans, prepare the good faith estimate, and transmit same to the Town designee for review. If Town approval of the plans and estimate has not been granted, the Company's good faith estimate will be void sixty (60) days after delivery of the plans and estimate to the Town designee. If the plans and estimate are approved by the Town, the Company shall have one hundred twenty (120) days to complete the project, from the date of the Town designee's authorization of the underground project, plus any of the one hundred twenty (120) unused days in preparing the good faith estimate. At the Company's sole discretion, if the good faith estimate has

expired because the Town designee has not approved the same within sixty (60) days, the Company may extend the good faith estimate or prepare a new estimate using current prices. The Company shall be entitled to an extension of time to complete each undergrounding project where the Company's performance was delayed due to a Force Majeure Event. Upon written request of the Company, the Town may also grant the Company reasonable extensions of time for good cause shown and the Town shall not unreasonably withhold any such extension.

(C) Town Revision of Supporting Documentation. Any revision by the Town of Supporting Documentation provided to the Company that causes the Company to substantially redesign and/or change its plans regarding an undergrounding project shall be deemed good cause for a reasonable extension of time to complete the undergrounding project under this Franchise.

(D) Completion/Restoration. Each such undergrounding project undertaken pursuant to this Article shall be complete only when the Company actually undergrounds the designated Company Facilities and restores the undergrounding site in accordance with Section 6.7 of this Franchise, or as otherwise agreed with the Town. When performing underground conversions of overhead lines, the Company shall make reasonable efforts consistent with its contractual obligations to persuade joint users of Company distribution poles to remove their facilities from such poles within the time allowed by this Article.

(E) Report of Actual Costs. Within one hundred twenty (120) days from the written request from the Town, upon completion of each undergrounding project undertaken pursuant to this Article, the Company shall submit to the Town a detailed report of the Company's actual cost to complete the project and the Company shall reconcile this total actual cost with the accepted cost estimate. The report shall be provided to the Town.

(F) Audit of Underground Projects. The Town may require the Company to undertake an independent audit of up to two (2) undergrounding projects in any calendar year. The Town shall make any such request in writing within one hundred twenty (120) days of receipt of the report of actual costs, as referenced in Section 11.3(E) of this Franchise Agreement. Such audits shall be limited to projects completed within twelve (12) months prior to the date when the audit is requested. The cost of any such independent audit shall reduce the amount of the Underground Program balance. The Company shall cooperate with any audit and the independent auditor shall prepare and provide to the Town and the Company a final audit report showing the actual costs associated with completion of the project. If a project audit is required by the Town, only those actual project costs confirmed and verified by the independent auditor as reasonable and necessary to complete the project shall be charged against the Underground Program balance.

Section 11.4 Audit of Underground Program. Upon written request, every three (3) years commencing at the end of the third year of this Franchise, the Company shall cause an independent auditor to investigate and determine the correctness of the charges to the Underground Program. Such audits shall be limited to the previous three (3) calendar years. Audits performed pursuant to this Section shall be limited to charges to the Underground Program and shall not include an

audit of individual underground projects. If the Town has concerns about any material information contained in the audit, the parties shall meet and make good faith attempts to resolve any outstanding issues. The independent auditor shall provide to the Town and the Company a written report containing its findings. The Company shall reconcile the Underground Program balance consistent with the findings contained in the independent auditor's written report. The costs of the audit and investigation shall be charged against the Underground Program balance.

Section 11.5 Cooperation with Other Utilities. When undertaking an undergrounding project the Town and the Company shall coordinate with other utilities or companies that have their facilities above ground to attempt to have all facilities undergrounded as part of the same project. When other utilities or companies are placing their facilities underground, to the extent the Company has received prior written notification, the Company shall cooperate with these utilities and companies and undertake to underground Company facilities as part of the same project where financially, technically and operationally feasible. The Company shall not be required to pay for any costs of undergrounding the facilities of other companies or the Town.

Section 11.6 Planning and Coordination of Undergrounding Projects. The Town and the Company shall mutually plan in advance the scheduling of undergrounding projects to be undertaken according to this Article as a part of the review and planning for other Town and Company construction projects. The Town and the Company agree to meet, as required, to review the progress of the current undergrounding projects and to review planned future undergrounding projects. The purpose of such meetings shall be to further cooperation between the Town and the Company in order to achieve the orderly undergrounding of Company overhead lines. Representatives of both the Town and the Company shall meet periodically to review the Company's undergrounding of Company overhead lines and at such meetings shall review:

- (A) Undergrounding, including conversions, Public Projects and replacements that have been accomplished or are underway, together with the Company's plans for additional undergrounding; and
- (B) Public Projects anticipated by the Town.

ARTICLE 12 PURCHASE OR CONDEMNATION

Section 12.1 Municipal Right to Purchase or Condemn.

(A) **Right and Privilege of Town.** The right and privilege of the Town to construct, own and operate a municipal utility, and to purchase pursuant to a mutually acceptable agreement or condemn any Company Facilities located within the territorial boundaries of the Town, and the Company's rights in connection therewith, as set forth in applicable provisions of the constitution, statutes and case law of the State of Colorado relating to the acquisition of public utilities, are expressly recognized. The Town shall have the right, within the time frames and in accordance with the procedures set forth in such provisions, to condemn Company Facilities, land, rights-of-way and easements now owned or to be owned by the Company located within the territorial boundaries of the Town. In the event of any such condemnation, no value shall be ascribed or given to the right to use Town

Streets or Other Town Property granted under this Franchise in the valuation of the property thus sold.

(B) Notice of Intent to Purchase or Condemn. The Town shall provide the Company no less than one (1) year's prior written notice of its intent to purchase or condemn Company Facilities. Nothing in this Section 12.1 shall be deemed or construed to constitute a consent by the Company to the Town's purchase or condemnation of Company Facilities, nor a waiver of any Company defenses or challenges related thereto.

ARTICLE 13

MUNICIPALLY PRODUCED UTILITY SERVICE

Section 13.1 Municipally Produced Utility Service.

(A) Town Reservation. The Town expressly reserves the right to engage in the production of utility service to the extent permitted by law. The Company agrees to negotiate in good faith long term contracts to purchase Town-generated power made available for sale, consistent with PUC requirements and other applicable requirements. The Company further agrees to offer transmission and delivery services to the Town that are required by judicial, statutory and/or regulatory directive and that are comparable to the services offered to any other customer with similar generation facilities.

(B) Franchise Not to Limit Town's or Company's Rights. Nothing in this Franchise prohibits the Town from becoming an aggregator of utility service or from selling utility service to customers should it be permissible under law, nor does it affect the Company's rights and obligations pursuant to any Certificate of Public Convenience and Necessity granted by the PUC.

ARTICLE 14

ENVIRONMENT AND CONSERVATION

Section 14.1 Environmental Leadership. The Town and the Company agree that sustainable development, environmental excellence and innovation shall form the foundation of the Utility Service provided by the Company under this Franchise. The Company agrees to continue to actively pursue reduction of carbon emissions attributable to its electric generation facilities with a rigorous combination of Energy Conservation and Energy Efficiency measures, Clean Energy measures, and promoting and implementing the use of Renewable Energy Resources on both a distributed and centralized basis. The Company shall continue to cost-effectively monitor its operations to mitigate environmental impacts; shall meet the requirements of environmental laws, regulations and permits; shall invest in cost-effective, environmentally sound technologies; shall consider environmental issues in its planning and decision making; and shall support environmental research and development projects and partnerships in our communities through various means, including but not limited to corporate giving and employee involvement. The Company shall continue to explore ways to reduce water consumption at its facilities and to use recycled water where feasible. The Company shall continue to work with the U.S. Fish and Wildlife Service to develop and implement avian protection plans to reduce electrocution and collision risks by eagles, raptors and other migratory birds with transmission and

distribution lines. If requested in writing by the Town on or before December 1st of each year, the Company shall provide the Town a written report describing its progress in carbon reduction and other environmental efforts, and the parties shall meet at a mutually convenient time and place for a discussion of such. In meeting its obligation under this Section, the Company is not precluded from providing existing internal and external reports that may be used for other reporting requirements.

Section 14.2 Conservation. The Town and the Company recognize and agree that Energy Conservation programs offer opportunities for the efficient use of energy and possible reduction of energy costs. The Town and the Company further recognize that creative and effective Energy Conservation solutions are crucial to sustainable development. The Company recognizes and shares the Town's stated objectives to advance the implementation of cost-effective Energy Efficiency and Energy Conservation programs that direct opportunities to Residents to manage more efficiently their use of energy and thereby create the opportunity to reduce their energy bills. The Company commits to offer programs that attempt to capture market opportunities for cost-effective Energy Efficiency improvements such as municipal specific programs that provide cash rebates for efficient lighting, energy design programs to assist architects and engineers to incorporate Energy Efficiency in new construction projects, and recommissioning programs to analyze existing systems to optimize performance and conserve energy according to current and future demand side management ("DSM") programs. In doing so, the Company recognizes the importance of (i) implementing cost-effective programs, the benefits of which would otherwise be lost if not pursued in a timely fashion; and (ii) developing cost-effective programs for the various classes of the Company's customers, including low-income customers. The Company shall advise the Town and its Residents of the availability of assistance that the Company makes available for investments in Energy Conservation through newspaper advertisements, bill inserts and Energy Efficiency workshops and by maintaining information about these programs on the Company's website. Further, at the Town's request, the Company's Area Manager shall act as the primary liaison with the Town who will provide the Town with information on how the Town may take advantage of reducing energy consumption in Town facilities and how the Town may participate in Energy Conservation and Energy Efficiency programs sponsored by the Company. As such, the Company and the Town commit to work cooperatively and collaboratively to identify, develop, implement and support programs offering creative and sustainable opportunities to Company customers and Residents, including low-income customers. The Company agrees to help the Town participate in Company programs and, when opportunities exist to partner with others, such as the State of Colorado, the Company will help the Town pursue those opportunities. In addition, and in order to assist the Town and its Residents' participation in Renewable Energy Resource programs, the Company shall: notify the Town regarding eligible Renewable Energy Resource programs; provide the Town with technical support regarding how the Town may participate in Renewable Energy Resource programs; and advise Residents regarding eligible Renewable Energy Resource programs. Notwithstanding the foregoing, to the extent that any Company assistance is needed to support Renewable Energy Resource Programs that are solely for the benefit of Company customers located within the Town, the Company retains the sole discretion as to whether to incur such costs.

Section 14.3 Continuing Commitment. It is the express intention of the Town and the Company that the collaborative effort provided for in this Article continue for the entire term of

this Franchise. The Town and the Company also recognize, however, that the programs identified in this Article 14 may be for a limited duration and that the regulations and technologies associated with Energy Conservation are subject to change. Given this variability, the Company agrees to maintain its commitment to sustainable development and Energy Conservation for the term of this Franchise by continuing to provide leadership, support and assistance, in collaboration with the Town, to identify, develop, implement and maintain new and creative programs similar to the programs identified in this Franchise in order to help the Town achieve its environmental goals.

Section 14.1 PUC Approval. Nothing in this Article shall be deemed to require the Company to invest in technologies or to incur costs that it has a good faith belief the PUC will not allow the Company to recover through the ratemaking process.

Section 14.2 Sustainability Committee. To the extent the Town has a sustainability committee, it shall provide the Company an opportunity to have a Company representative on such committee. Any Company representative may participate in regular committee meetings for the purpose of providing information on Company programs and offerings and will be a meaningful participant as it relates to Company programs and offerings.

ARTICLE 15 TRANSFER OF FRANCHISE

Section 15.1 Consent of Town Required. The Company shall not transfer or assign any rights under this Franchise to an unaffiliated third party, except by merger with such third party, or, except when the transfer is made in response to legislation or regulatory requirements, unless the Town approves such transfer or assignment in writing. The Town may impose reasonable conditions upon the transfer, but approval of the transfer or assignment shall not be unreasonably withheld, conditioned or delayed.

Section 15.2 Transfer Fee. In order that the Town may share in the value this Franchise adds to the Company's operations, any transfer or assignment of rights granted under this Franchise requiring Town approval, as set forth herein, shall be subject to the condition that the Company shall promptly pay to the Town a transfer fee in an amount equal to the proportion of the Town's then-population provided Utility Service by the Company to the then-population of the City and County of Denver provided Utility Service by the Company multiplied by one million dollars (\$1,000,000.00). Except as otherwise required by law, such transfer fee shall not be recovered from a surcharge placed only on the rates of Residents.

ARTICLE 16 CONTINUATION OF UTILITY SERVICE

Section 16.1 Continuation of Utility Service. In the event this Franchise is not renewed at the expiration of its term or is terminated for any reason, and the Town has not provided for alternative utility service, the Company shall have no obligation to remove any Company Facilities from Streets, Public Utility Easements or Other Town Property or discontinue providing Utility Service unless otherwise ordered by the PUC, and shall continue to provide Utility Service within the Town until the Town arranges for utility service from another provider. The Town acknowledges and agrees that the Company has the right to use Streets, Other Town Property and

Public Utility Easements during any such period. The Company further agrees that it will not withhold any temporary Utility Services necessary to protect the public.

Section 16.2 Compensation. The Town agrees that in the circumstances of this Article 16, the Company shall be entitled to monetary compensation as provided in the Tariffs and the Company shall be entitled to collect from Residents and, upon the Town's compliance with applicable provisions of law, shall be obligated to pay the Town, at the same times and in the same manner as provided in this Franchise, an aggregate amount equal to the amount which the Company would have paid as a Franchise Fee as consideration for use of the Town's Streets and Other Town Property. Only upon receipt of written notice from the Town stating that the Town has adequate alternative utility service for Residents and upon order of the PUC shall the Company be allowed to discontinue the provision of Utility Service to the Town and its Residents.

ARTICLE 17 INDEMNIFICATION AND IMMUNITY

Section 17.1 Town Held Harmless. The Company shall indemnify, defend and hold the Town harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of or directly arising from the grant of this Franchise, the exercise by the Company of the related rights, but in both instances only to the extent caused by the Company, and shall pay the costs of defense plus reasonable attorneys' fees. The Town shall (a) give prompt written notice to the Company of any claim, demand or lien with respect to which the Town seeks indemnification hereunder; and, (b) unless in the Town's judgment a conflict of interest may exist between the Town and the Company with respect to such claim, demand or lien, shall permit the Company to assume the defense of such claim, demand, or lien with counsel reasonably satisfactory to the Town. If such defense is assumed by the Company, the Company shall not be subject to liability for any settlement made without its consent. If such defense is not assumed by the Company or if the Town determines that a conflict of interest exists, the parties reserve all rights to seek all remedies available in this Franchise against each other. Notwithstanding any provision hereof to the contrary, the Company shall not be obligated to indemnify, defend or hold the Town harmless to the extent any claim, demand or lien arises out of or in connection with any negligent or intentional act or failure to act of the Town or any of its officers, agents or employees or to the extent that the Town is acting in its capacity as a customer of record of the Company.

Section 17.2 Governmental Immunity Act. Nothing in this Article 17 or any other provision of this Franchise shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the Town may have under the Colorado Governmental Immunity Act (C.R.S. § 24-10-101, *et. seq.*) or of any other defenses, immunities, or limitations of liability available to the Town by law.

ARTICLE 18 BREACH

Section 18.1 Change of Tariffs. The Town and the Company agree to take all reasonable and necessary actions to assure that the terms of this Franchise are performed. The Company reserves the right to seek a change in its Tariffs, including but not limited to the rates, charges,

terms, and conditions of providing Utility Service to the Town and its Residents, and the Town retains all rights that it may have to intervene and participate in any such proceedings.

Section 18.2 Breach.

(A) Notice/Cure/Remedies. Except as otherwise provided in this Franchise, if a party (the “**Breaching Party**”) to this Franchise fails or refuses to perform any of the terms or conditions of this Franchise (a “**Breach**”), the other party (the “**Non-Breaching Party**”) may provide written notice to the Breaching Party of such Breach. Upon receipt of such notice, the Breaching Party shall be given a reasonable time, not to exceed thirty (30) days, in which to remedy the Breach or, if such Breach cannot be remedied in thirty (30) days, such additional time as reasonably needed to remedy the Breach, but not exceeding an additional thirty (30) day period, or such other time as the parties may agree. If the Breaching Party does not remedy the Breach within the time allowed in the notice, the Non-Breaching Party may exercise the following remedies for such Breach:

- (1) specific performance of the applicable term or condition to the extent allowed by law; and
- (2) recovery of actual damages from the date of such Breach incurred by the Non-Breaching Party in connection with the Breach, but excluding any special, punitive or consequential damages.

(B) Termination of Franchise by Town. In addition to the foregoing remedies, if the Company fails or refuses to perform any material term or condition of this Franchise (a “**Material Breach**”), the Town may provide written notice to the Company of such Material Breach. Upon receipt of such notice, the Company shall be given a reasonable time, not to exceed sixty (60) days in which to remedy the Material Breach or, if such Material Breach cannot be remedied in sixty (60) days, such additional time as reasonably needed to remedy the Material Breach, but not exceeding an additional sixty (60) day period, or such other time as the parties may agree. If the Company does not remedy the Material Breach within the time allowed in the notice, the Town may, in its sole discretion, terminate this Franchise. This remedy shall be in addition to the Town’s right to exercise any of the remedies provided for elsewhere in this Franchise. In the event of the termination of this Franchise by the Town pursuant to this Section 18.2(B), the Company shall continue to provide Utility Service to the Town and its Residents in accordance with Article 16 above.

(C) Company Shall Not Terminate Franchise. In no event does the Company have the right to terminate this Franchise.

(D) No Limitation. Except as provided herein, nothing in this Franchise shall limit or restrict any legal rights or remedies that either party may possess arising from any alleged Breach of this Franchise.

ARTICLE 19 AMENDMENTS

Section 19.1 Proposed Amendments. At any time during the term of this Franchise, the Town or the Company may propose amendments to this Franchise by giving thirty (30) days written notice to the other of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). However, nothing contained in this Section shall be deemed to require either party to consent to any amendment proposed by the other party.

Section 19.2 Effective Amendments. No alterations, amendments or modifications to this Franchise shall be valid unless executed in writing by the parties, which alterations, amendments or modifications shall be adopted with the same formality used in adopting this Franchise, to the extent required by law. Neither this Franchise, nor any term herein, may be changed, modified or abandoned, in whole or in part, except by an instrument in writing, and no subsequent oral agreement shall have any validity whatsoever. Any amendment of the Franchise shall become effective only upon the approval of the PUC, if such PUC approval is required.

ARTICLE 20 EQUAL OPPORTUNITY

Section 20.1 Economic Development. The Company is committed to the principle of stimulating, cultivating and strengthening the participation and representation of persons of color, women and members of other under-represented groups within the Company and in the local business community. The Company believes that increased participation and representation of under-represented groups will lead to mutual and sustainable benefits for the local economy. The Company is committed also to the principle that the success and economic well-being of the Company is closely tied to the economic strength and vitality of the diverse communities and people it serves. The Company believes that contributing to the development of a viable and sustainable economic base among all Company customers is in the best interests of the Company and its shareholders.

Section 20.2 Employment.

(A) **Programs.** The Company is committed to undertaking programs that identify, consider and develop persons of color, women and members of other under-represented groups for positions at all skill and management levels within the Company.

(B) **Businesses.** The Company recognizes that the Town and the business community in the Town, including women and minority owned businesses, provide a valuable resource in assisting the Company to develop programs to promote persons of color, women and members of under-represented communities into management positions, and agrees to keep the Town regularly advised of the Company's progress by providing the Town a copy of the Company's annual affirmative action report upon the Town's written request.

(C) **Recruitment.** In order to enhance the diversity of the employees of the Company, the Company is committed to recruiting diverse employees by strategies such as partnering with colleges, universities and technical schools with diverse student populations, utilizing

diversity-specific media to advertise employment opportunities, internships, and engaging recruiting firms with diversity-specific expertise.

(D) Advancement. The Company is committed to developing a world-class workforce through the advancement of its employees, including persons of color, women and members of under-represented groups. In order to enhance opportunities for advancement, the Company will offer training and development opportunities for its employees. Such programs may include mentoring programs, training programs, classroom training and leadership programs.

(E) Non-Discrimination. The Company is committed to a workplace free of discrimination based on race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability or any other protected status in accordance with all federal, state or local laws. The Company shall not, solely because of race, creed, color, religion, gender, sexual orientation, marital status, age, military status, national origin, ancestry, or physical or mental disability, refuse to hire, discharge, promote, demote or discriminate in matters of compensation, against any person otherwise qualified.

(F) Board of Directors. The Company shall identify and consider women, persons of color and other under-represented groups to recommend for its Board of Directors, consistent with the responsibility of boards to represent the interests of the Shareholders, customers and employees of the Company.

Section 20.3 Contracting.

(A) Contracts. It is the Company's policy to make available to minority and women owned business enterprises and other small and/or disadvantaged business enterprises the maximum practical opportunity to compete with other service providers, contractors, vendors and suppliers in the marketplace. The Company is committed to increasing the proportion of Company contracts awarded to minority and women owned business enterprises and other small and/or disadvantaged business enterprises for services, construction, equipment and supplies to the maximum extent consistent with the efficient and economical operation of the Company.

(B) Community Outreach. The Company agrees to maintain and continuously develop contracting and community outreach programs calculated to enhance opportunity and increase the participation of minority and women owned business enterprises and other small and/or disadvantaged business enterprises to encourage economic vitality. The Company agrees to keep the Town regularly advised of the Company's programs.

(C) Community Development. The Company shall maintain and support partnerships with local chambers of commerce and business organizations, including those representing predominately minority owned, women owned and disadvantaged businesses, to preserve and strengthen open communication channels and enhance opportunities for minority owned, women owned and disadvantaged businesses to contract with the Company.

Section 20.4 Coordination. Town agencies provide collaborative leadership and mutual opportunities or programs relating to Town based initiatives on economic development, employment and contracting opportunity. The Company agrees to review Company programs and mutual opportunities responsive to this Article with these agencies, upon their request, and to collaborate on best practices regarding such programs and coordinate and cooperate with the agencies in program implementation.

ARTICLE 21 MISCELLANEOUS

Section 21.1 No Waiver. Neither the Town nor the Company shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions, to insist upon or to seek compliance with any such terms and conditions.

Section 21.2 Successors and Assigns. The rights, privileges, and obligations, in whole or in part, granted and contained in this Franchise shall inure to the benefit of and be binding upon the Company, its successors and assigns, to the extent that such successors or assigns have succeeded to or been assigned the rights of the Company pursuant to Article 15 of this Franchise. Upon a transfer or assignment pursuant to Article 15, the Company shall be relieved from all liability from and after the date of such transfer, except as otherwise provided in the conditions imposed by the Town in authorizing the transfer or assignment and under state and federal law.

Section 21.3 Third Parties. Nothing contained in this Franchise shall be construed to provide rights to third parties.

Section 21.4 Notice. Both parties shall designate from time to time in writing representatives for the Company and the Town who will be the persons to whom notices shall be sent regarding any action to be taken under this Franchise. Notice shall be in writing and forwarded by certified mail, reputable overnight courier or hand delivery to the persons and addresses as hereinafter stated, unless the persons and addresses are changed at the written request of either party, delivered in person or by certified mail. Notice shall be deemed received (a) three (3) days after being mailed via the U.S. Postal Service, (b) one (1) business day after mailed if via reputable overnight courier, or (c) upon hand delivery if delivered by courier. Until any such change shall hereafter be made, notices shall be sent as follows:

To the Town:	Town Clerk's Office Town of Minturn 301 Boulder St., #309 Minturn, CO 81645
With a copy to:	Minturn Town Attorney Karp Neu Hanlon P.O. Drawer 2030 Glenwood Springs, CO 81601

To the Company: Director Community Relations
Public Service Company of Colorado
P.O. Box 840
Denver, Colorado 80201

With a copy to: Legal Department
Public Service Company of Colorado
P.O. Box 840
Denver, Colorado 80201

and Area Manager
Public Service Company of Colorado
P.O. Box 840
Denver, Colorado 80201

Any request involving any audit specifically allowed under this Franchise shall also be sent to:

Audit Services
Public Service Company of Colorado
P.O. Box 840
Denver, Colorado 80201

Section 21.5 Examination of Records.

(A) The parties agree that any duly authorized representative of the Town and the Company shall have access to and the right to examine any directly pertinent non-confidential books, documents, papers, and records of the other party involving any activities related to this Franchise. All such records must be kept for a minimum of the lesser of three (3) years or the time period permitted by a party's record retention policy. To the extent that either party believes in good faith that it is necessary in order to monitor compliance with the terms of this Franchise to examine confidential books, documents, papers, and records of the other party, the parties agree to meet and discuss providing confidential materials, including without limitation providing such materials subject to a reasonable confidentiality agreement that effectively protects the confidentiality of such materials and complies with PUC rules and regulations.

(B) With respect to any information requested by the Town which the Company identifies as "Confidential" or "Proprietary":

- (1) The Town will maintain the confidentiality of the information by keeping it under seal and segregated from information and documents that are available to the public;
- (2) The information will be used solely for the purposes stated in the Town's request;

- (3) The information shall only be made available to Town employees and consultants who represent in writing that they agree to be bound by the provisions of this subsection; and
- (4) The information shall be held by the Town for such time as is reasonably necessary for the Town to address the Franchise issue(s) that generated the request and shall be returned to the Company when the Town has concluded its use of the information. The parties agree that in most cases, the information should be returned within one hundred twenty (120) days. However, in the event that the information is needed in connection with any action that requires more time, including, but not necessarily limited to litigation, administrative proceedings and/or other disputes, the Town may maintain the information until such issues are fully and finally concluded.

Section 21.6 Confidential or Proprietary Information. If an Open Records Act (C.R.S. § 24-72-201 *et seq.*) request is made by any third-party for confidential or proprietary information that the Company has provided to the Town pursuant to this Franchise, the Town will promptly notify the Company of the request and shall allow the Company to defend such request at its sole expense, including filing a legal action in any court of competent jurisdiction to prevent disclosure of such information. In any such legal action the Company shall join the person requesting the information and the Town. In no circumstance shall the Town provide to any third-party confidential information provided by the Company pursuant to this Franchise without first conferring with the Company. Unless otherwise agreed between the parties, the following information shall not be provided by the Company: confidential employment matters, specific information regarding any of the Company's customers, information related to the compromise and settlement of disputed claims including but not limited to PUC dockets, information provided to the Company which is declared by the provider to be confidential and which would be considered confidential to the provider under applicable law. Provided the Town complies with the terms of this Section, the Company shall defend, indemnify and hold the Town harmless from any claim, judgment, costs or attorney fees incurred in participating in such proceeding.

Section 21.7 List of Utility Property. Upon written request by the Town, but in no event more than once every two (2) years, the Company shall provide the Town a list of electric utility-related real property owned in fee by the Company within the County in which the Town is located. The list shall include the legal description of the real property, and where available on the deed, the physical street address. If the physical address is not available on the deed, if the Town requests the physical address of the real property described in this Section 21.7, to the extent that such physical street address is readily available to the Company, the Company shall provide such address to the Town. All such records must be kept for a minimum of three (3) years or such shorter duration if required by Company policy.

Section 21.8 PUC Filings. Upon written request by the Town, the Company shall provide the Town non-confidential copies of all applications, advice letters and periodic reports, together with any accompanying non-confidential testimony and exhibits, filed by the Company with the Public Utilities Commission. Notwithstanding the foregoing, notice regarding any gas

and electric filings that may affect Utility Service rates in the Town shall be sent to the Town upon filing.

Section 21.9 Information. Upon written request, the Company shall provide the Town Clerk or the Town Clerk's designee with:

- (A) A copy of the Company's or its parent company's consolidated annual financial report, or alternatively, a URL link to a location where the same information is available on the Company's website;
- (B) Maps or schematics indicating the location of specific Company Facilities (subject to Town executing a confidentiality agreement as required by Company policy), including gas or electric lines, located within the Town, to the extent those maps or schematics are in existence at the time of the request and related to an ongoing project within the Town. The Company does not represent or warrant the accuracy of any such maps or schematics; and
- (C) A copy of any report required to be prepared for a federal or state agency detailing the Company's efforts to comply with federal and state air and water pollution laws.

Section 21.10 Payment of Taxes and Fees.

- (A) **Impositions.** Except as otherwise provided herein, the Company shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, charges, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge against this Franchise ("**Impositions**"), provided that the Company shall have the right to contest any such Impositions and shall not be in breach of this Section so long as it is actively contesting such Impositions.
- (B) **Town Liability.** The Town shall not be liable for the payment of late charges, interest or penalties of any nature other than pursuant to applicable Tariffs.

Section 21.11 Conflict of Interest. The parties agree that no official, officer or employee of the Town shall have any personal or beneficial interest whatsoever in the services or property described herein and the Company further agrees not to hire or contract for services any official, officer or employee of the Town to the extent prohibited by law, including ordinances and regulations of the Town.

Section 21.12 Certificate of Public Convenience and Necessity. The Town agrees to support the Company's application to the PUC to obtain a Certificate of Public Convenience and Necessity to exercise its rights and obligations under this Franchise.

Section 21.13 Authority. Each party represents and warrants that except as set forth below, it has taken all actions that are necessary or that are required by its ordinances, regulations,

procedures, bylaws, or applicable law, to legally authorize the undersigned signatories to execute this Franchise on behalf of the parties and to bind the parties to its terms. The persons executing this Franchise on behalf of each of the parties warrant that they have full authorization to execute this Franchise. The Town acknowledges that notwithstanding the foregoing, the Company requires a Certificate of Public Convenience and Necessity from the PUC in order to operate under the terms of this Franchise.

Section 21.14 Severability. Should any one or more provisions of this Franchise be determined to be unconstitutional, illegal, unenforceable or otherwise void, all other provisions nevertheless shall remain effective; provided, however, to the extent allowed by law, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft one or more substitute provisions that will achieve the original intent of the parties hereunder.

Section 21.15 Force Majeure. Neither the Town nor the Company shall be in breach of this Franchise if a failure to perform any of the duties under this Franchise is due to a Force Majeure Event, as defined herein.

Section 21.16 Earlier Franchises Superseded. This Franchise shall constitute the only franchise between the Town and the Company related to the furnishing of Utility Service, and it supersedes and cancels all former franchises between the parties hereto.

Section 21.17 Titles Not Controlling. Titles of the paragraphs herein are for reference only and shall not be used to construe the language of this Franchise.

Section 21.18 Applicable Law. Colorado law shall apply to the construction and enforcement of this Franchise. The parties agree that venue for any litigation arising out of this Franchise shall be in the District Court for Eagle County, State of Colorado.

Section 21.19 Payment of Expenses Incurred by Town in Relation to Franchise Agreement. The Company shall pay for expenses reasonably incurred by the Town for the adoption of this Franchise, limited to the publication of notices, publication of ordinances, and photocopying of documents and other similar expenses.

Section 21.20 Costs of Compliance with Franchise. The parties acknowledge that PUC rules, regulations and final decisions may require that costs of complying with certain provisions of this Franchise be borne by customers of the Company who are located within the Town.

Section 21.21 Conveyance of Town Streets, Public Utility Easements or Other Town Property. In the event the Town vacates, releases, sells, conveys, transfers or otherwise disposes of a Town Street, or any portion of a Public Utility Easement or Other Town Property in which Company Facilities are located, the Town shall reserve an easement in favor of the Company over that portion of the Street, Public Utility Easement or Other Town Property in which such Company Facilities are located. The Company and the Town shall work together to prepare the necessary legal description to effectuate such reservation. For the purposes of Section 6.9(A) of this Franchise, the land vacated, released, sold, conveyed, transferred or otherwise disposed of by the Town shall no longer be deemed to be a Street or Other Town Property from which the Town may

demand the Company temporarily or permanently Relocate Company Facilities at the Company's expense.

Section 21.22 Audit. For any audits specifically allowed under this Franchise, such audits shall be subject to the Tariff and PUC rules and regulations. Audits in which the auditor is compensated on the basis of a contingency fee arrangement shall not be permitted.

Section 21.23 Land Use Coordination. The Town shall coordinate with the Company regarding its land use planning. This coordination shall include meeting with the Company and identifying areas for future utility development.

Section 21.24 Counterpart Signature. This Franchise may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Franchise, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

(signature page follows)

IN WITNESS WHEREOF, the parties have caused this Franchise to be executed as of the dates indicated below, effective as of the Effective Date.

TOWN OF MINTURN

ATTEST:

Clerk, Town of Minturn

Mayor, Town of Minturn

Date: _____, 2025

APPROVED AS TO FORM:
(if applicable)

Town Attorney, Town of Minturn

**PUBLIC SERVICE COMPANY OF
COLORADO**, a Colorado corporation

By: _____
Robert Kenney
President

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
by Robert Kenney, President, Public Service Company of Colorado, a Colorado corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public
My Commission expires: _____.

(SEAL)



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.

August 6, 2025

- Joint Work Session with Planning Commission (to include a discussion regarding the Town's current housing action plan and current community housing requirements in context to the Minturn Forward zoning code update)
- Ordinance 07 (First Reading) – An Ordinance Authorizing an Encroachment Agreement for 501 Pine St.
- Ordinance __ (First Reading) - An Ordinance Adopting the 2024 Model Traffic Code (with Amendments) – Legal/Krieg
- Ordinance __ - Series 2025 (Second Reading) – An Ordinance Approving an updated franchise agreement with Xcel Energy
- Ordinance __ (Second Reading) - An Ordinance Authorizing an Encroachment Agreement for 501 Pine St.
- Resolution __ - A Resolution Appointing Historic Preservation Commission Members
- Resolution __ - A Resolution Approving a Variance Regarding Minimum Lot Width to Allow for a Subdivision at 886 and 892 Main Street
- Motion to approve the selection of a Municipal Advisor
- Motion to approve the selection of a Broker for an Opinion of Value on the Highlands Parcel

August 20, 2025

- Ordinance __ (Second Reading) - An Ordinance Adopting the 2024 Model Traffic Code (with Amendments) – Legal/Krieg

September 3, 2025

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Dates to be Determined / Long Term Scheduling:

- Motion to approve the posting of an RFP for the Highlands Parcel
- Q & A with HDR on Status of Water Treatment Plant Design and Cost Estimates (August 20th or September 3rd TBD)
- Resolution Approving a Contract for Little Beach Park Improvements
- Resolution Approving a Contract for the Repaving of Taylor Street
- Holy Cross Energy Transmission Line – Discussion and Next Steps (Late Summer 2025)
- Adoption of the updated Regional Housing Authority Action Plan
- Traffic Calming
- Golf Cart Discussion