



Agenda

Town Council Work Session I 4:00 p.m. I Regular Meeting | 5:30 PM

Wednesday, August 6, 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/82905474288>

Zoom Call-In Information: 1 651 372 8299 or 1 301 715 8592 **Webinar ID:** 829 0547 4288

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. Joint Work Session (Town Council and Planning Commission) - 4:00 P.M.

A. Minturn Forward: Land Use Code Update Housing Discussion

2. Call to Order

3. Roll Call and Pledge of Allegiance

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. 07-16-2025 Minutes

B. 0018 Silver Star Trail - New Single Family Residence

C. 0226 Miles End Lane - Change to Approved Plans

D. Liquor License Renewal - Meatuna, DBA The Crazy Chicken - Hotel / Restaurant Renewal Application, 455 Main St. (Kyle Fowler, Owner / Manager)

5. Approval of Regular Agenda

Opportunity for amendment or deletions to the agenda.

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.

8. Council and Committee Reports

9. Staff Reports

A. Manager's Report

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

B. Ordinance 07 - Series 2025 (First Reading), An Ordinance Authorizing an Encroachment Agreement for 501 Pine St. (Gutierrez)

C. Resolution 32 - Series 2025, A Resolution Approving a Variance Request for Relief from Minimum Lot Width for 886 Main Street and 892 Main Street (Harris)

D. Resolution 33 - Series 2025, A Resolution Appointing HPC Members (Harris)

E. Resolution 34 - Series 2025, a Resolution to Approve a Formal Comment Letter Regarding the Environmental Assessment for the Avon-to-Gilman 115-kv Transmission Line Project

12. Discussion / Direction Items

A. Minturn Forward: Land Use Code Update - Housing Discussion

13. Future Agenda Items

A. Future Meeting Topics

14. Adjourn

Information Only Items

Upcoming Council Meetings: August 20, September 3, September 17, October 1. Upcoming Special Events: September First Friday at Minturn Saloon (9/5), New Event: Fall Festival in Downtown Minturn 9/27 (in conjunction with the VRD Cougar Ridge Classic Ultra Race)



Minturn Forward Memo

TO: Minturn Planning Commission and Town Council
FROM: Town Staff and Matt Farrar (Western Slope Consulting)
DATE: August 1, 2025
ATTACHMENTS: Summary of Community Plan Recommendations & Proposed Zoning Changes

A. STATUS OF MINTURN FORWARD PROCESS

1. What's Been Accomplished

The following is a list of the Articles for the updated Land Use Code that staff and the Planning Commission have completed a review of:

- Article 5: Land Use Application Requirements & Procedures
- Article 8: Subdivision Application Requirements & Procedures
- Article 11: Annexation & Disconnection of Land
- Article 12: Development Impact Report (formerly Environmental Impact Report)

Further, the Planning Commission concluded their initial review of the proposed changes to the Town's zoning regulations at their meeting on July 23.

2. Next Steps

Below is a list of the remaining Articles of the updated Land Use Code to be addressed:

- Article 1: General Provisions
- Article 2: Zone Districts
- Article 3: Use Regulations & Standards
- Article 4: Dimensional Requirements
- Article 6: Development/Design Standards
- Article 7: Subdivision Standards
- Article 9: Development Impact Report (formerly Environmental Impact Report)
- Article 13: Areas and Activities of State Interest
- Article 14: Terms & Definitions

B. UPDATE TO MINTURN’S ZONING REGULATIONS

1. Desired Outcomes of Zoning Update

Over the past few months, the Minturn Forward process has been focused on updating the Town’s zoning regulations. The update to the Town’s zoning regulations is intended to achieve the following:

- Align Minturn’s zoning regulations with the vision, objectives, recommendations set forth in the 2023 Community Plan and the vision, mission, values, and priorities set forth in the 2025-2027 Minturn Strategic Plan.
- Simplify the zoning regulations by eliminating “Character Areas” and consolidating existing zone districts. The proposed changes reduce the number of zone districts in Minturn from 27 to 17 (not including the Bolts Lake zone districts, Belden Place PUD, Minturn North PUD, or Midtown Village PUD).
- Simplify the Use Table for Minturn’s zone districts by consolidating similar types of land uses. The following table provides some examples of how terms for similar land uses have been consolidated and simplified.

Existing Land Use Terms		Simplified/Consolidated Land Use Terms
Accessory Apartments Accessory Dwellings	➔	Accessory Dwelling Units
Automotive Parts Sales Grocery Stores Pawn Shops Other Similar Land Use/Development Types	➔	Retail Stores
Barbershops Beauty Shops Other Similar Land Use/Development Types	➔	Personal Services

2. Community Outreach & Engagement

The Town recognizes the importance of informing the community about the proposed changes to Minturn’s zoning regulations, as well as providing ample opportunity for community members to provide input on those changes.

The following is a summary of the community outreach and engagement efforts that the Town has, and is, undertaking:

Outreach:

- A flyer with information about the zoning update Open Houses was included in the annual door-to-doors and was delivered to all properties in Minturn.
- A letter containing information about the Minturn Forward/zoning update process, the zoning update Open Houses, the packets posted to the Town’s website detailing the proposed zoning changes, and the online input form was mailed to every property owner in Minturn.
- Information about the zoning update Open Houses was provided on the Town’s variable messaging board located outside of the Post Office.

- Email blasts were sent out to subscribers of the Town’s newsletter to encourage participation in the zoning update Open Houses and the online input form. Additional email blasts will be sent out to encourage additional participation in the online input form.
- Town staff will be hosting one (1) or more booths at the Minturn summer concert series in August to share information about the proposed zoning changes and encourage community members to share their input.

Engagement Activities:

- Public open houses were hosted at Minturn Town Hall from 4-7pm on June 9, June 19, and June 24. **A total of fifty-five (55) people participated in the open houses.**
- An online input form has been made available on the Town’s website. The online input form was open through the end of July. **At closing, a total of ten (10) responses had been received via the online input form.**
- Staff has, and will continue to be, available to meet with anyone with concerns about the proposed zoning changes.
- Staff has reviewed and discussed the proposed changes to Minturn’s zoning regulations at public meetings with the Planning Commission on July 9 and July 23. Further review and discussion of the proposed zoning changes will occur at public meetings with the Planning Commission over the coming months.
- A joint Planning Commission and Town Council work-session will be held on August 6 to review and discuss proposed zoning changes, with a focus on housing.

3. Importance of Aligning Zoning Regulations with Community Objectives

Minturn’s zoning regulations are one of the most effective tools that the Town has for working to achieve the community’s objectives, specifically those related to housing and sales tax generation.

Given that the Minturn Forward process is in the midst of an update to the Town’s zoning regulations and will soon shift focus to an update of the Town’s Use Standards, Development/Design Standards, and Subdivision Standards, it is critical that staff have clear direction from the Planning Commission and the Town Council on the regulatory changes that need to be incorporated.

Staff is specifically requesting direction from the Planning Commission and Town Council on the following:

- *Allowed Land Uses/Development Types.* Are there any changes that need to be made to the land uses/types of development that are proposed to be allowed in the new zone districts?
- *Dimensional Standards.* Are there any changes that need to be made to the dimensional standards (i.e., minimum lot size, maximum building lot coverage, maximum impervious surface area, minimum setbacks, maximum building height) proposed for the new zone districts?
- *Parking Standards.* What, if any, changes should be made in conjunction with the update to the Town’s parking standards?

- *Development/Design Standards.* What, if any, changes should be made in conjunction with the update to the Town’s development/design standards (e.g., architectural standards, landscaping standards, outdoor lighting standards)?
- *Community Housing Standards and Guidelines.* What, if any, changes should be made in conjunction with the update to the Town’s Community Housing Standards and Guidelines?
- *Review Processes.* What, if any, changes should be made to the Town’s review processes? In other words, should staff explore options for streamlining the review process for certain types of development (e.g., affordable housing, commercial development, etc.).

4. 2023 Community Plan Recommendations & Proposed Zoning Changes

The 2023 Community Plan sets forth a number of recommendations for land use and zoning in Minturn, local housing, and the local economy. A summary of these recommendations and the zoning changes being proposed to implement the recommendations is attached to this memo.

C. KEY FINDINGS FROM REGIONAL HOUSING NEEDS ANALYSIS

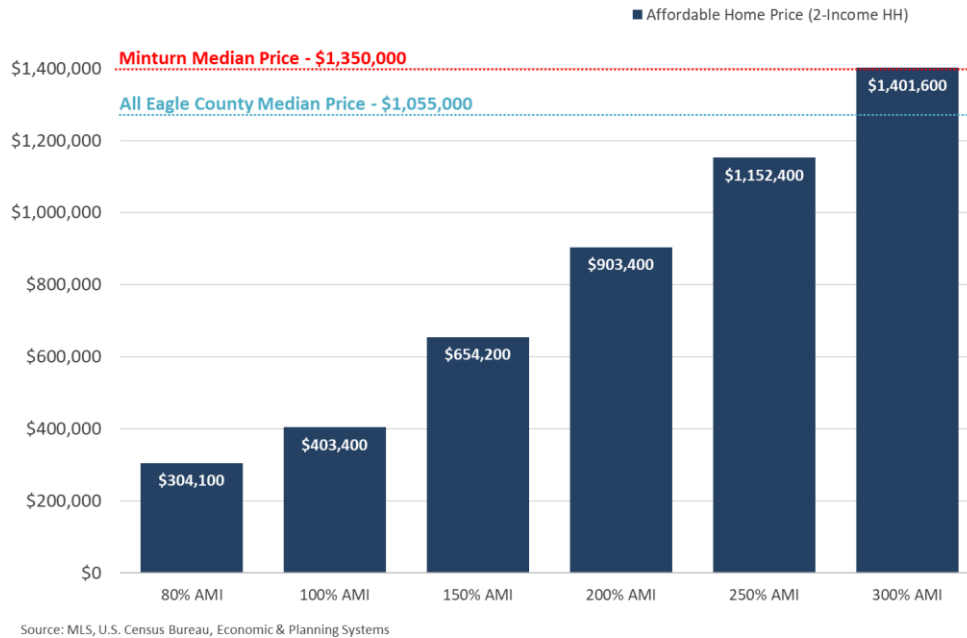
The following are key findings from the [2025 Eagle County Regional Housing Needs Analysis](#). These findings were presented to the Town Council in May 2025. This information is being provided to help provide context for the discussion about housing in Minturn and potential regulatory changes to be made to address the community’s housing needs.

1. Minturn Home Prices (Non-Resort Area (i.e., excludes the resorts))

- Minturn’s median non-resort purchase price was \$1.35 million in 2023.
- Rapid acceleration in prices starting in 2020.
- Median non-resort sale price increased \$600,000 from 2019-2023; 16% annual growth rate.

2. Housing Affordability - Income

- The median 2023 home purchase price in Minturn was over \$1.3 million, far above Eagle County median.
- Only affordable for a 2-person household making 290% AMI.



3. Housing Affordability - Wages

- Households must have 6.5 median-wage earners to afford median-priced home in Minturn.

4. Housing Affordability - Rent

- Property managers and focus groups indicate “typical” rent of \$1,500/room.
- Unaffordable for 1-earner household.

5. Needs - 10-yr. Regional (Gross) Need

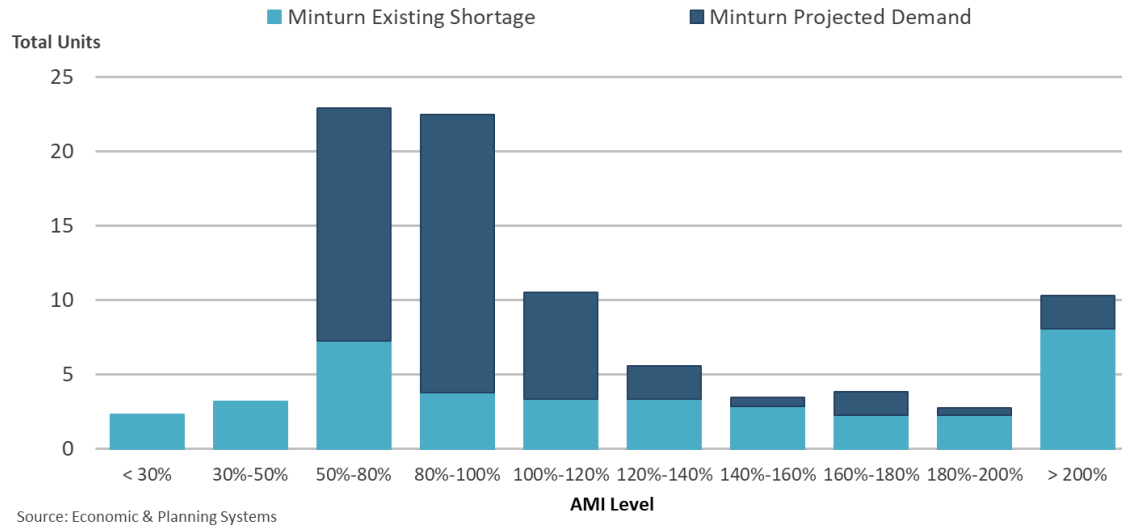
- 40% existing shortages.
- 60% projected housing needs (e.g. job growth).
- Largest sources of need are employment growth, retirees, and in-commuters.
- Total Units Needed through 2035 = 6,375.

6. Regional Allocation of Need by Jobs and AMI

- Minturn has a net housing need of 87 units.
- Minturn accounts for about 1% of the total need in Eagle County.
- Regional need is concentrated at 50%-80% AMI and 80%-100% AMI.

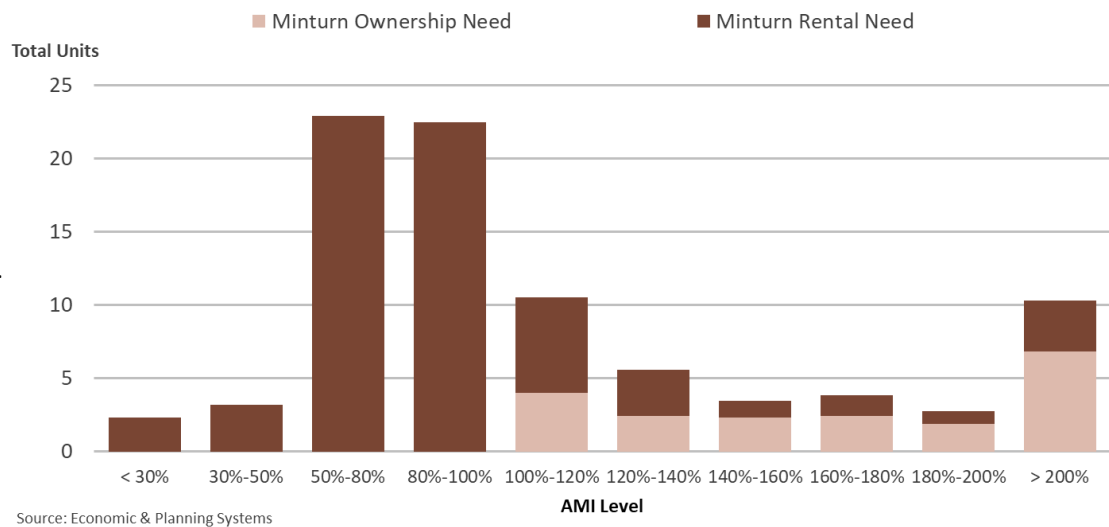
7. Town of Minturn Net Need by AMI

- Projected demand is higher than existing shortage, especially between 50%-100% AMI



8. Minturn Net Need by Tenure (Own vs. Rent)

- Need for rental units at 50%-100% AMI.
- Need above 100% AMI split between owners and renters.



9. Location Preference (outreach survey)

- 10% of respondents want to live in Minturn

2023 Community Plan Recommendations & Proposed Zoning Changes

LAND USE & ZONING	
2023 Community Plan Recommendations	Proposed Zoning Changes
The Community Plan recommends the following Zone Districts: ▪ Federal Lands, Recreation & Open Space ▪ Industrial/Business Park ▪ Light Industry & Public Facilities ▪ Mixed-Use 1 (MU-1) ▪ Mixed-Use 2 (MU-2) ▪ Mixed-Use 3 (MU-3) ▪ R1 ▪ R2 ▪ R3 ▪ Transit-Oriented Development (TOD) (<i>this only applies to Dowd Junction</i>)	The proposed zoning changes work to consolidate the Town’s existing zone districts into the zone districts recommended in the 2023 Community Plan. Some of the Town’s existing zone districts (e.g., 100-Block, Bolt’s Lake, Belden Place PUD, etc.) are proposed to remain as-is due to the complexities of modifying these zone districts. Staff is proposing the following changes to the zone districts recommended in the 2023 Community Plan: ▪ Separate “Federal Lands” and “Recreation & Open Space” into two (2) zone districts. ▪ Rename the “Industrial/Business Park” zone district to “Makerspace.” ▪ In place of a “Light Industry & Public Facilities” zone district, create a new “Civic” zone district to accommodate town-owned properties, the cemetery, and other similar properties. Given the uncertainties of future development of Dowd Junction, a new “Transit-Oriented Development (TOD)” zone district has not been proposed as part of the update to the Town’s zoning regulations.
Recommended Dimensional Standards for MU-1: ▪ <u>Minimum Lot Size for Zone District:</u> 2,500 square feet ▪ <u>Minimum Lot Size for Multi-Family (3+ units):</u> 7,500 square feet ▪ <u>Maximum Lot Coverage:</u> 80% for mixed-use and commercial structures 50% for purely residential structures ▪ <u>Maximum Building Height:</u> 28-35 feet ▪ Property owners should be able to gain an additional half-floor by meeting identified requirements.	Proposed Dimensional Standards for MU-1: ▪ <u>Minimum Lot Size:</u> 2,500 square feet ▪ <u>Minimum Lot Size per 3+ Dwelling Units:</u> 7,500 square feet ▪ <u>Maximum Building Lot Coverage:</u> 80% (Commercial/Mixed-Use Development) 50% (Residential Development) ▪ <u>Maximum Building Height:</u> 35 feet (Commercial/Mixed-Use Development) 28 feet (Residential Development) Note: A building height incentive has not yet been considered as part of the update to the Town’s zoning regulations.

LAND USE & ZONING	
2023 Community Plan Recommendations	Proposed Zoning Changes
Recommended Dimensional Standards for MU-2: ▪ <u>Minimum Lot Size for Zone District:</u> 5,000 square feet ▪ <u>Minimum Lot Size for Multi-Family (3+ units):</u> 7,500 square feet ▪ <u>Maximum Lot Coverage:</u> 60% ▪ <u>Maximum Building Height:</u> 28 feet	Proposed Dimensional Standards for MU-2: ▪ <u>Minimum Lot Size:</u> 2,500 square feet ▪ <u>Minimum Lot Size per 3+ Dwelling Units:</u> 7,500 square feet ▪ <u>Maximum Building Lot Coverage:</u> 80% (Commercial/Mixed-Use Development) 50% (Residential Development) ▪ <u>Maximum Building Height:</u> 28 feet
Recommended Dimensional Standards for MU-3: ▪ <u>Minimum Lot Size for Zone District:</u> 5,000 square feet ▪ <u>Minimum Lot Size for Multi-Family (3+ units):</u> 7,500 square feet ▪ <u>Maximum Lot Coverage:</u> 60% ▪ <u>Maximum Building Height:</u> 28 feet	Proposed Dimensional Standards for MU-3: ▪ <u>Minimum Lot Size:</u> 5,000 square feet ▪ <u>Minimum Lot Size per 3+ Dwelling Units:</u> 7,500 square feet ▪ <u>Maximum Building Lot Coverage:</u> 50% ▪ <u>Maximum Building Height:</u> 28 feet
Recommended Dimensional Standards for R1: ▪ <u>Minimum Lot Size for Zone District:</u> 2,500 square feet ▪ <u>Maximum Lot Coverage:</u> 50% ▪ <u>Maximum Building Height:</u> 28 feet	Proposed Dimensional Standards for R1: ▪ <u>Minimum Lot Size:</u> 2,500 square feet ▪ <u>Minimum Lot Size per 3+ Dwelling Units:</u> 5,000 square feet ▪ <u>Maximum Building Lot Coverage:</u> 50% ▪ <u>Maximum Building Height:</u> 28 feet
Recommended Dimensional Standards for R2: ▪ <u>Minimum Lot Size for Zone District:</u> 5,000 square feet ▪ <u>Minimum Lot Size for Multi-Family (3+ units):</u> 7,500 square feet ▪ <u>Maximum Lot Coverage:</u> 50% ▪ <u>Maximum Building Height:</u> 28 feet	Proposed Dimensional Standards for R2: ▪ <u>Minimum Lot Size:</u> 5,000 square feet ▪ <u>Minimum Lot Size per 3+ Dwelling Units:</u> 7,500 square feet ▪ <u>Maximum Building Lot Coverage:</u> 50% ▪ <u>Maximum Building Height:</u> 28 feet
Recommended Dimensional Standards for R3: ▪ <u>Minimum Lot Size for Zone District:</u> 2 acres	Proposed Dimensional Standards for R3: ▪ <u>Minimum Lot Size:</u> 2 acres
Action 1.1.3 Consider establishing minimum and maximum setbacks in mixed-use and residential districts. This requirement is intended to encourage a visually pleasing development pattern with slightly varied setbacks and to address a current misalignment between lot coverage and setback requirements on several lots in town.	The proposed zoning changes include minimum setbacks for the new mixed-use (MU-1, MU-2, MU-3) and residential (R1, R2, R3) zone districts. These minimum setbacks were developed based on the setback requirements for the existing zone districts that have been consolidated into these new zone districts. Note: Maximum setbacks have not yet been considered as part of the update to the Town's zoning regulations.

LAND USE & ZONING	
2023 Community Plan Recommendations	Proposed Zoning Changes
Action 1.2.1 Across all zone districts where multi-family is allowed as a use by right, at or above 15 total units, the project would need to go through the PUD process. However, if the project is a redevelopment of a lot already at or above 15 total units, it should not need to go through the PUD process. This allows smaller projects in which local impacts would be minor to proceed efficiently and at a lower cost to the developer, which allows these projects to provide the housing at more attainable prices. With a higher threshold for the number of units, the PUD process would allow for greater design flexibility, assurance of property planning, and further scrutiny of potential impacts, such as access and impacts to neighboring properties.	The proposed zoning regulations do not require multi-family development (i.e., 3 or more dwelling units) to go through the PUD process, regardless of how many dwelling units are proposed. Multi-family development (i.e., 3 or more dwelling units) is proposed to be a Permitted Use (“Use by Right”) in the following zone districts: ▪ MU-1 ▪ MU-2 ▪ MU-3 Multi-family development is proposed to be a Conditional Use in the following zone districts: ▪ R1 ▪ R2 Note: ▪ “Employee Housing” is proposed as a Permitted Use (“Use by Right”) in the new “Civic” zone district. This could allow for multi-family development depending on how Employee Housing is defined. ▪ Staff is considering a recommendation that multi-family development (2nd Floor or Above) be a Permitted Use (“Use by Right”) in the new “Makerspace” zone district.
Action 1.2.2 Explore reducing parking requirements for both commercial and residential uses. Focus efforts on areas with good connectivity to transit or with ample on-street parking.	To Be Determined: A review and discussion of the Town’s parking standards will occur at a later phase of the Minturn Forward process. However, staff is currently requesting direction from the Planning Commission and the Town Council to guide changes to the Town’s parking standards.
Action 1.2.3 Resume efforts to revisit the Article 22 nonconformities section to encourage flexibility and appropriate expansions. The goals of this update should be to maintain historic resources, incentivize reinvestment in older properties, increase accessibility of the property, and promote community character. Specific updates to nonconformity standards should be reviewed by the Town Council and Planning Commission.	To Be Determined: A review and discussion of the Town’s regulations for legal non-conforming land uses, structures, and lots will occur at a later phase of the Minturn Forward process. Staff will work to incorporate the Community Plan recommendations as part of the update to these regulations.
Action 1.2.4 Consider implementing a lot coverage bonus of 15% for the development of deed-restricted ADUs in residential and/or mixed-use districts.	A lot coverage incentive in the new residential (R1, R2, R3) and mixed-use (MU-1, MU-2, MU-3) zone districts has not yet been considered as part of the update to the Town’s zoning regulations.

HOUSING	
2023 Community Plan Recommendations	Proposed Zoning Changes
Action 4.1.1 Implement remaining Tier One recommendations in the <i>2019 Housing Action Plan</i>. TIER ONE Revisit and update current ADU regulations, including: ▪ Broaden areas where Accessory Dwelling Units (ADUs) are allowed. ▪ Streamline the permitting/review process and consider waiving or deferring fees when there will be a deed restriction. ▪ Loosen parking requirements where applicable and consider creative off-site or public transit alternatives. ▪ Consider expanding or removing the size cap as applicable and revisit dimensional requirements. ▪ Consider waiving water tap fees with local deed restriction on long-term rentals. ▪ Develop and adopt policies for negotiating deed restricted housing in annexation agreements. ▪ Although future annexation opportunities may be limited, having standards in place if they do occur will ensure that the Town can effectively use these instances to meet community needs and housing goals.	Accessory Dwelling Units (ADUs): ADUs are proposed to be a Permitted Use (“Use by Right”) in the following zone districts: ▪ R1 ▪ R2 ▪ R3 ▪ MU-1 ▪ MU-2 ▪ MU-3 As a Permitted Use, an ADU requires review/approval by the Town’s Design Review Board and issuance of a building permit before construction can begin. Staff is currently working on reviewing and updating standards for land uses (i.e., Use Standards), including standards for ADUs. Staff will be proposing a minimum of one (1) parking space per ADU. Staff welcomes input from the Planning Commission and/or Town Council on expanding or eliminating the size cap on ADU. The existing Code limits ADUs to a maximum size of 1,200 square feet.
Action 4.1.2 Implement remaining Tier Two recommendations in the <i>2019 Housing Action Plan</i>. TIER TWO ▪ Collaborate with The Valley Home Store (TVHS), which currently offers down-payment and mortgage assistance to Eagle County residents, to ensure that Minturn residents are aware of this resource. ▪ Consider establishing a supplementary Minturn local assistance fund. ▪ Consider adopting a density or Floor Area Ratio (FAR) bonus for the inclusion of deed restricted housing in new development. ▪ Consider partnering with private developers to create new community housing on available Town-owned land. An inventory of such parcels is provided in the 2019 Housing Plan but further analysis and consideration is necessary. ▪ Partner with regional organizations such as NWCCOG and Energy Outreach Colorado at	Floor Area Ratio (FAR) Incentive: A FAR incentive for deed-restricted housing in new development has not yet been considered as part of the update to the Town’s zoning regulations. An FAR incentive may not be appropriate since the Town’s zoning regulations do not include FAR requirements. Other regulatory incentives, such as increased building height, reduced minimum lot size, reduced parking requirements, etc. might be more appropriate. Some of these regulatory incentives are already incorporated in the Town’s Community Housing Standards and Guidelines. Community Housing on Town-Owned Land: “Employee Housing” is proposed as a Permitted Use (“Use by Right”) in the new “Civic” zone district. This could allow for the Town to partner with a private developer(s) to create community housing on Town-owned land.

HOUSING	
2023 Community Plan Recommendations	Proposed Zoning Changes
Walking Mountains and/or establish a local program to share resources and support local housing rehabilitation, weatherization, and energy efficiency projects.	Note: It is not possible to address the other recommendations listed under Action 4.1.2 via the update to Minturn’s Land Use Code.
Action 4.2.3 Conduct periodic development code reviews to promote innovative and smaller homes, including ADUs.	Reduced Minimum Lot Size: A minimum lot size of 2,500 square feet is proposed for the new R1, MU-1, and MU-2 zone districts. A smaller, minimum lot size allows for, and has the potential to encourage, the development of smaller homes in Minturn. Accessory Dwelling Units (ADUs): ADUs are proposed as a Permitted Use (“Use by Right”) in the new residential (R1, R2, R3) and mixed-use (MU-1, MU-2, MU-3) zone districts. Ideas for Other Regulatory Changes: The update to Minturn’s Land Use Code offers an opportunity to further modify the Town’s regulations to allow for and, if appropriate, encourage innovative and smaller homes. Staff welcomes any input that the Planning Commission and/or Town Council may have in this regard. Note: The Town’s Land Use Code should be seen as a “living document” that is reviewed and updated (as necessary) on a regular basis (e.g., annually, every two years, or other timeframe deemed appropriate by the Town). The Town may want to consider implementing a policy that sets forth a recommended or required timeframe for reviewing the Land Use Code. Regular “fine-tuning” of the Land Use Code should help to reduce the need for a comprehensive overhaul of the Land Use Code, which is a substantial undertaking.
Action 4.2.4 Continuously support historic preservation to maintain the Town’s unique housing stock.	Minturn has historic preservation regulations that can be found under Chapter 19 of the Municipal Code. The update to the Town’s Land Use Code was not anticipated to include a review and update to the Town’s historic preservation regulations.
OBJECTIVE 4.6 Prioritize housing for full-time residents; ensure that residents of all ages and income levels are able to find housing. Action 4.6.1 Amend the 200% AMI requirement for inclusionary housing in Minturn to promote more equitable and inclusive access to housing. Further assessment may be necessary to determine the most appropriate thresholds for the community, and many communities require units at a variety of thresholds. A	To Be Determined: A review and discussion of the Town’s Community Housing Standards and Guidelines will occur at a later phase of the Minturn Forward process. However, staff is currently requesting direction from the Planning Commission and the Town Council to guide changes to these standards and guidelines.

HOUSING	
2023 Community Plan Recommendations	Proposed Zoning Changes
120% AMI requirement should be available for at least a portion of units. Action 4.6.2 Use deed restrictions to require full-time residency in the community in homes created through housing regulations or preserved with public funding such as a buy-down program. Action 4.6.3 Support a diversity of housing types in the Town Code and development guidelines; ensure that updates to PUD guidelines encourage and incentivize affordable housing.	Housing Diversity: Single-family homes, duplexes, and ADUs are proposed as Permitted Uses (“Uses by Right”) in the new residential zone districts (R1, R2, R3). Multi-family development (i.e., 3 or more dwelling units) is proposed as a Conditional Use in the new R1 and R2 zone districts. Multi-family development is proposed to be prohibited in the new R3 zone district. Duplexes, ADUs, and multi-family development are proposed as Permitted Use (“Uses by Right”) in the new mixed-use zone districts (MU-1, MU-2, MU-3). Single-family homes are proposed as a Permitted Use (“Use by Right”) in the new MU-1 and MU-3 zone districts and proposed to be prohibited in the new MU-2 zone district. Planned Unit Developments (PUDs): The review criteria for Planned Unit Developments (PUDs) have been modified to include the following, which is intended to push someone proposing a PUD to provide a range of housing options: Residential uses in the PUD provide a diversity of housing opportunities for people of varying income levels. Further, all new PUDs proposing five (5) or more dwelling units and/or residential lots will be required to comply with the Town’s Community Housing Standards and Guidelines. The updated requirements for PUDs don’t explicitly include incentives for affordable housing. It’s unclear as to how affordable housing incentives might be incorporated but its something staff could further research if desired by the Planning Commission and/or Town Council.
Action 4.7.2 Routinely revisit designated AMI ranges for affordable housing to ensure that they correspond with Eagle County housing needs analyses and meaningfully contribute to the generation of affordable housing.	The update to Minturn’s Land Use Code offers an opportunity to update the AMI requirements set forth in the Town’s Community Housing Standards and Guidelines. Staff welcomes input from the Planning Commission and/or Town Council on changes to the Town’s existing AMI requirements.
OBJECTIVE 4.8 Ensure that PUD regulations and policies contain provisions that will create full-time	Refer to the explanation of changes made to the Town’s PUD requirements provided above for further information about PUDs and affordable housing.

HOUSING	
2023 Community Plan Recommendations	Proposed Zoning Changes
resident housing, particularly at Dowd Junction and Martin Creek. Action 4.8.1 Encourage the inclusion of affordable housing in PUDs over and above the current IH requirement; consider offering an expedited review process to incentivize this. Action 4.8.4 Consider implementing “Main Street” or PUD/Master Plan design regulations for new developments that require active street frontage and rear/hidden parking or other elements to increase the likelihood that development proposals will be palatable to and supported by the community.	The updated PUD requirements don’t explicitly require PUDs to be designed with active street frontages and/or rear/hidden parking. However, the updated review criteria for PUDs include, but are not limited to, the following: ▪ The innovation, high-quality architecture and design, and community benefit(s) of the PUD justify variations from the requirements of this Code. ▪ The nature, design, and architectural character of development in the PUD reflects, supports, and/or enhances the character of the Town. ▪ The scale, intensity, and type of land uses and development in the PUD are compatible with surrounding areas. Staff can work to further refine the requirements for PUD if desired by the Planning Commission and/or Town Council.
OBJECTIVE 4.9 Support Historic Preservation within Minturn’s broader housing strategy. Action 4.9.1 Review and update Minturn’s development design guidelines to strengthen and further specify how new residential development, redevelopment, and remodels can contribute to the community’s valued architectural character and vibrancy. Action 4.9.2 To preserve existing buildings to the extent possible, consider instituting a demolition delay ordinance or initiative to support adaptive redevelopment as opposed to teardowns and new builds. Action 4.9.3 Foster discussion around materials and design in the early phases of development review to ensure that developers understand the importance of celebrating Minturn’s existing character.	The update to the Town’s Land Use Code was not anticipated to include a review and update to the Town’s historic preservation regulations.

LOCAL ECONOMY	
2023 Community Plan Recommendations	Proposed Zoning Changes
OBJECTIVE 3.3 Pursue land use changes that support Minturn’s tax base and economic growth; plan future development on important catalyst sites, including Dowd Junction.	The update to the Town’s zoning regulations has strived to enhance the land uses/types of development allowed in Minturn’s zone districts, specifically in the new mixed-use (MU-1, MU-2, MU-3) zone districts. Staff welcomes input from the Planning Commission and/or Town Council on further changes to be made to the Town’s zoning regulations to support Minturn’s tax base and economic growth.
OBJECTIVE 3.5 Evaluate options to increase the Town’s financial resources and specifically to provide stable, attainable housing for Minturn’s residents and workforce.	The 2023 Community Plan notes that “...<i>some Minturn residents have been relocating down-valley because they cannot find housing they can afford in Minturn. This results in critical loss to the social and economic fabric of the Minturn community.</i>” The proposed changes to Minturn’s zoning regulations strive to expand housing opportunities in Minturn. Staff welcomes input from the Planning Commission and/or Town Council on further changes to be made to the Town’s zoning regulations to enhance housing opportunities for the local workforce.
OBJECTIVE 3.6 Ensure that the Town’s Zoning and Development Code supports and encourages commercial development and redevelopment in key commercial districts while preserving historic character.	Commercial Development/Redevelopment: The proposed changes to Minturn’s zoning regulations work to facilitate commercial development/redevelopment in the Town’s commercial districts (e.g., Old Town, South Town, highway corridor, etc.). Specifically, the new mixed-use use (MU-1, MU-2, MU-3) zone districts have been crafted to allow for a variety of commercial land uses/types of development that are compatible with the existing character of the Town. Staff welcomes input from the Planning Commission and/or Town Council on further changes to be made to the Town’s zoning regulations to support and encourage commercial development/redevelopment in Minturn. Preserving Historic Character: The update to the Town’s Development/Design Standards presents an opportunity to include requirements that work to preserve Minturn’s historic character. Staff welcomes input from the Planning Commission and/or Town Council on changes to be made as part of the update to the Town’s Development/Design Standards.



OFFICIAL MINUTES

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

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

2. Roll Call and Pledge of Allegiance

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

Staff present: Town Attorney Mike Sawyer, Town Clerk Jay Brunvand, Town Engineer Jeff Spanel, and Planner II Madison Harris.

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

Motion by Gusty K., second by Eric G., to approve the Consent Agenda for July 16, 2025 as presented. Motion passed 5-0. Note: Tom Priest and Brian Rodine were excused absent.

4. Approval of Regular Agenda

Opportunity for amendment or deletions to the agenda.

Motion by Eric G., second by Kate S., to approve the Agenda for July 16, 2025 as presented. Motion passed 4-0. Note: Kate Schifani, Tom Priest, and Brian Rodine were excused absent.

5. Declaration of Conflicts of Interest

6. Public Comment

Citizens are invited to comment on any item on the Consent Agenda, or not on the regular Agenda subject to a public hearing. Please limit your comments to five 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

It was noted a public comment was submitted via email from Mr. Spence Neubauer, 444 Eagle River St, who spoke opposed to the Council decision at the 6/18 Council meeting to move forward with Memcore for the municipal water treatment plant.

7. Council and Committee Reports

Lynn F. was concerned about the letter received from Spence Neubauer and wondering if a final decision had been made in regard to the design contract. Would like to make her position known that she believes we should reconsider the contract in light of Mr. Neubauer's comments.

Earle B. stated that after the meeting he and Gusty K. had a meeting with Jarod Limke and John Volk, and they are both ok with Memcore because this filtration system lasts longer and money should be saved on operating costs.

Lynn F. reported that Chief Bauer with ERFDP has retired and has been replaced by newly

appointed Chief Woodworth who will do an excellent job.

Earle B. reported that the shooting range cannot be shut down until another one has been opened. Would like to know where the ERFPD monitors are in regard to Minturn.

Gusty K. reminded everyone that the bears are out, and cans should be secured as much as possible.

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)

During the July 16, 2025 Council Meeting, Council will be asked to accept the Fiscal year Audit. This will include a 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.

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 the 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.

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.

Joe Hood, Auditor, said that assigning a value without having a concrete use could positively or negatively distort the financials.

Mike S. said that as a municipality our land isn't taxed so establishing a value isn't necessary. We don't know exactly the value of the property, so we are working towards that. Next year, once we have the value, if need be we can amend this year's audit in order to record that information. If we input now a high value and it sells later for a much lower value then that difference will have to be justified.

Mr. Hood said that we can make a note to add reference to the properties of unknown value.

Motion by Gusty K., second by Kate S., to accept the FY2024 financial audit as amended. Motion passed 5-0. Note: Tom Priest and Brian Rodine were excused absent.

1. That a note be added to reference the Battle Mountain properties of unknown value.

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

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

Gusty K. asked if the 198,000 comes out of the grant portion.

Jeff S. is unsure if it will, but it should be within budget.

Motion by Eric G., second by Gusty K., to approve Resolution 31 - Series 2025, A Resolution Accepting the Construction Management Agreement for the Main St. (US 24) Pedestrian Improvements as presented. Motion passed 4-0. Note: Tom Priest, and Brian Rodine were excused absent.

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

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.

A. 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)).

B. 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.

C. 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.

Blair McGary, Xcel Representative, looks forward to continuing the partnership and understands that the franchise fee is beneficial to small communities. They have publicly noticed this two times so far and then second reading will be noticed again. This also needs to be approved by the Public Utilities Commission.

Lynn F. pointed out that Xcel has agreed to provide all new electric distribution lines be underground. Asked if this applies to transmission lines.

Ms. McGary said it does not, but that there is a large project to update transmission lines and replace with more fire resistant poles.

Earle B. asked if Ms. McGary had any idea about the timeline of the work on Hwy 24. Ms. McGary said to anticipate it through the construction season but could try and get a more concrete schedule.

Jay B. said that the estimate given to staff is the project will continue through mid-August but that SiteWise is not following any agreed upon conditions as stated they would.

Public Hearing Opened
No Public Comment
Public Hearing Closed

Motion by Gusty K., second by Lynn F., to approve Ordinance 06 - Series 2025 (First Reading), An Ordinance Authorizing the Renewal of an Updated Xcel Energy Franchise Agreement as presented. Motion passed 5-0. Note: Tom Priest and Brian Rodine were excused absent.

11. Discussion / Direction Items

Mike S. brought up pushing start time of Council meetings to 6 or 6:30. There was discussion on both the pro and con of this but most of the council present was in general concurrence,

12. Future Agenda Items

A. Future Meeting Topics

13. Adjourn

Motion by Kate S., second by Gusty K, to adjourn the meeting at 6:15 pm. Motion passed 5-0.

Earle Bidez, Mayor

ATTEST:

Jay Brunvand, Town Clerk

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.



Design Review Board Hearing

Final Plan Review for New Home

0018 Silver Star Trail

Hearing Date:	July 23, 2025
File Name and Process:	Single-Family Residence Final Plan Review
Owner/Applicant:	Edward Doueihi & Riley Stewart
Representative:	Taylor Hermes & Rick Hermes, Minturn North Construction Company
Legal Description:	Subdivision: MINTURN NORTH PUD Lot: 37
Address:	0018 Silver Star Trail
Zoning:	Game Creek Character Area – Minturn North PUD Zone District
Staff Member:	Madison Harris, Planner I
Recommendation:	Approval

Staff Report

I. Summary of Request:

The Applicants, Edward Doueihi and Riley Stewart, request Final Plan review of a new, four-bedroom, 4,130 (gross) square foot single-family residence located at 0018 Silver Star Trail in the Game Creek Minturn North PUD Zone District. The Applicant's representatives, Taylor Hermes and Rick Hermes of the Minturn North Construction Company, have 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-story, four-bedroom structure with a maximum building height - measured to the midpoint of the roof – of 27 feet 4 and ½ inches, under the maximum allowable 28-foot limit within the Game Creek Minturn North PUD 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.

Parking is adequate, with four off-street spaces, two of which are provided within the garage. The plans show the lower level with an unfinished basement, the entry level with two bedrooms and garage, and the main level has the primary living area, a third bedroom, and the master suite.

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 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 0008 Silver Star Trail meet the required findings ‘a,’ ‘b,’ and ‘c’ or subparagraph 3 – *Necessary findings*.

III. Zoning Analysis:

Zoning

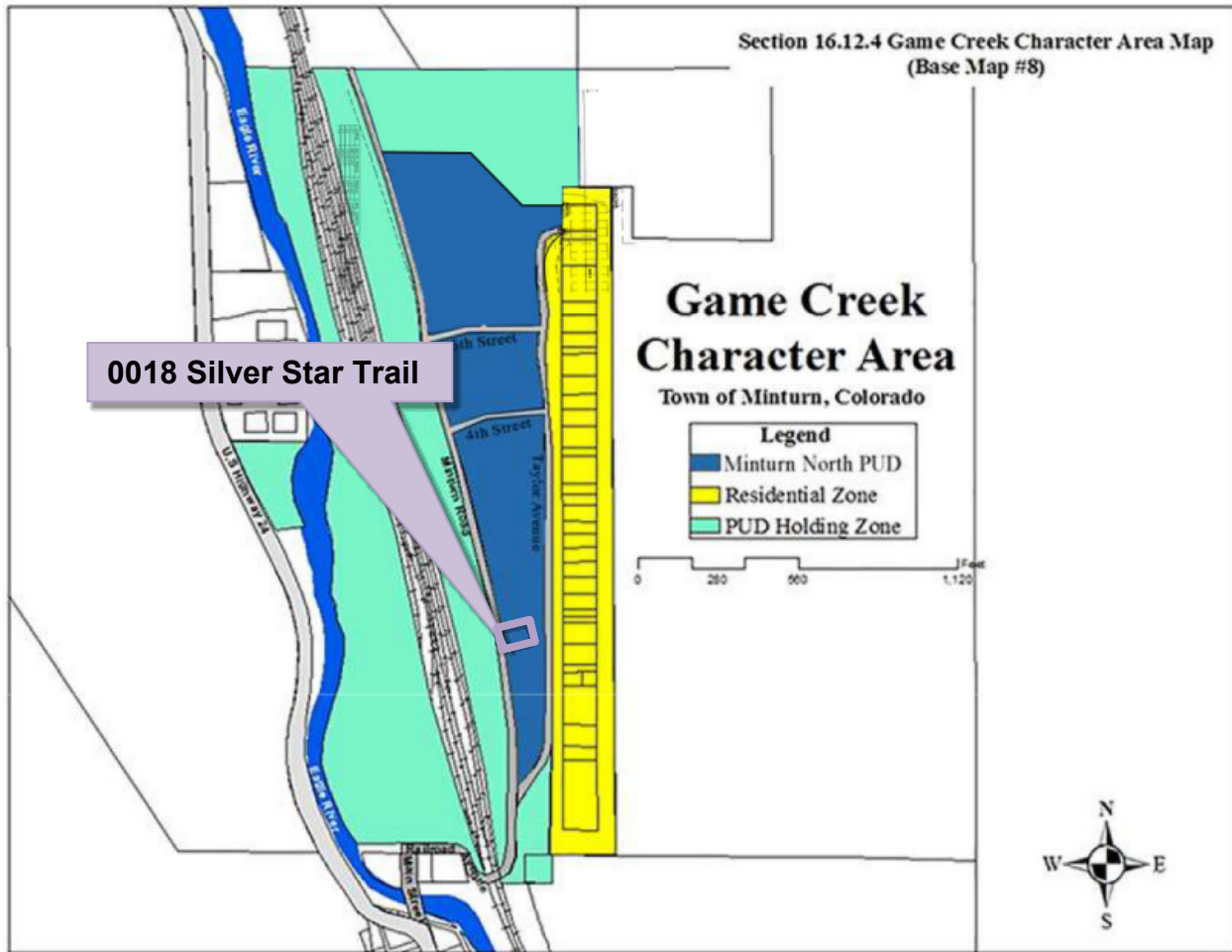
The subject property is located within the “Game Creek Character Area” Minturn North PUD Zone District Planning Area 2 (PA-2), described as follows:

“The primary intent of this Planning Area is to create a market rate, permanent resident occupied single-family residential use zone.”

- Ordinance No. 15 – Series 2023 Minturn North PUD Guide

Rest of page left intentionally blank

Figure 1: Game Creek 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 the approved Final Development Plan for the Minturn North PUD.

Regulation	Allowed/Required	Proposed/Existing
Minimum Lot Area:	4,486.68 sq. ft.	4,486.68 sq. ft. (.103 ac.)
Maximum Building Height:	28 feet	27 feet – 4 1/2 inches
Minimum Front Setback:	20 feet	20+ feet
Minimum Side Setback:	5 feet	5 feet
Minimum Rear Setback:	10 feet	10 feet

Maximum Lot Coverage:	50% (2,243.34 sq. ft.)	2,032 sq. ft. (45.29%) Proposed
Maximum Impervious Coverage:	65% (2,692.01 sq. ft.)	2,353 sq. ft. (51.55%) Proposed
Minimum Snow Storage Area:	5% of Lot Area (4,486.68 sq. ft. x .05 = 224.33 sq. ft.)	273 sq. ft.
Parking:	2 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. Issues and Recommended Revisions:

Issues or Required Plan Revisions

Staff has identified no issues.

VI. Staff Recommendation:

Staff suggests that the Final Plans for 0018 Silver Star Trail 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.

June 29, 2025

Madison Harris
Town of Minturn Planner
PO Box 309
Minturn, CO 81645

Re: 18 Silver Star Trail
Lot 37, Minturn North PUD
DRB submittal Review
Project No. 24-0001

Dear Madison:

We reviewed the plans entitled “Doueihi/Stewart Residence; 18 Silver Star Trail; Lot 37, Minturn North, Minturn Colorado” prepared June 12, 2025, by Eggers Architecture Inc.(Plans) included in the DRB application for Lot 37, Minturn North PUD. Our review was for compliance with the engineering requirements of Section 16-21-615: Design Review applications of the Minturn Municipal Code (MMC).

MMC Section 16-21-615 Section C:

Section (C) (2) Boundary Survey:

Paragraphs a through e:

“Final Plat: Minturn North PUD” recorded March 4, 2024 (Reception No. 202402234) has been included as the Boundary Survey. This plat and associated title commitment were reviewed by the Town and the plat is suitable as the Boundary Survey for this application.

Paragraphs f through i:

Sheet C.4 of the “Minturn North PUD Overall Grading and Drainage Plan; Construction Plan Set 5/1/24” prepared by Boundaries Unlimited Inc. is included in the application. The Town issued a Grading Permit based on the Construction Plan Set and Sheet C.4 shows the grading and utilities underway at Minturn North. This plan reflects the basis for design, and fulfills the requirements of Paragraphs f through i.

Section (C) (3) Site Plan:

Sheet BH1 provides Building height information necessary for Planning Staff review.

VAIL VALLEY OFFICE

30 Benchmark Road, Suite 216 | PO Box 978 | Avon, CO 81620

DENVER OFFICE

9618 Brook Hill Lane | Lone Tree, CO 80124

970.949.5072 | info@inter-mtn.net

Madison Harris

Re: 18 Silver Star Trail
Lot 37, Minturn North PUD
DRB submittal Review
Project No. 24-0001

Section (C) (4) Grading & Drainage Plan:

Sheet C1 of the Plans "Lot 37, Minturn North PUD; Site Grading and Drainage Plan" prepared June 11, 2025, by Boundaries Unlimited presents the proposed site grading and drainage and fulfills Grading and Drainage Plan requirements.

Review by Inter-Mountain Engineering is for general conformance with Minturn Municipal Code requirements and is not a peer review. The Town and Inter-Mountain are relying on the design professional's work. Review by Inter-Mountain Engineering in no way relieves any responsibilities of design professionals associated with the project. Please feel free to contact us if you have additional questions.

Respectfully,
Inter-Mountain Engineering (Town Engineer)



Jeffery M. Spanel PE

CC: Scot Hunn, Taylor Hermes Arnold Martinez



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: planner1@minturn.org

Project Name:

Minturn North – Doueihi/Stewart Residence

Project Location

Street Address: 18 Silver Star Trail

Zoning:

Residential

Parcel Number(s):

2103-262-30-041

Application Request:

Design review of new single-family home

Applicant:

Name: Taylor Hermes & Rick Hermes – Minturn North Construction Company, LLC

Mailing Address: PO Box 2633 Edwards, CO 81632

Phone: 970-926-1720

Email: THermes@ResortConceptsCO.com

Property Owner:

Name: Edward Doueihi & Riley Stewart

Mailing Address: POB 828 Edwards, CO 81632

Phone:

Email: edwardmgmt@gmail.com / riley.stewart333@gmail.com

Required Information:

Lot Size: 0.103 acres	Type of Residence (Single Family, ADU, Duplex) SFH	# of Bedrooms 4	# On-site Parking Spaces 2
# of Stories: 3	Snow storage sq ft: 273	Building Footprint sq ft: 2,032	Total sq ft Impervious Surface: 2,353

Signature:

6/18/25

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

☒☐

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 and impervious coverage

☒☐

- Setbacks

☒☐

- Ordinary High Water Mark determined by the Town Engineer and paid for by Applicant

☒☐

- Parking Plan

☒☐

- Traffic Circulation

- Location and Width of Existing and Proposed Access Points

- Location of Existing Driveways and Intersections

☒☐

- Landscaped Area – Plan including existing and proposed vegetation.

☒☐

- Approximate Location of Existing Wooded Areas and Rock Outcrops

☒☐

- Location and Type of Existing and Proposed Easements

☒☐

- Utility Easements

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- Drainage Features

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- Snow Storage areas expressed in square feet as a percentage of the overall site area

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Preliminary Building Plans and Elevations

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- Indicates Dimensions

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- General Appearance

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- Scale

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- Interior Plan for the Buildings

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Elements needed on the Site Plan

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

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Architecture Details – Materials Board

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

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Boundary Survey with a stamp and signature of a licensed surveyor

- Date of survey (survey date must be within 6 months of the project application date)
- Right-of-way and property lines; including bearings, distances and curve information.
- Labeled ties to existing USGS benchmark.
- Property boundaries to the nearest one-hundredth (.01) of a foot accuracy. Distances and bearings and a basis of bearing must be shown. Show existing pins or monuments found and their relationship to the established corner.
- All existing easements recorded with the County Clerk and Recorder. Include bearings and distances.
- Spot elevations at the edge of asphalt along the street frontage of the property at five-foot intervals, and a minimum of two (2) spot elevations on either side of the lot.
- Topographic conditions at two-foot contour intervals.
- Existing trees or groups of trees having trunks with diameters of four (4) inches or more.
- Rock outcroppings and other significant natural features.
- All utility meter locations, including any pedestals on site or in the right-of-way adjacent to the site and the exact location of existing utility sources.
- Environmental hazards where applicable (i.e., rock fall, wetlands and floodplain).
- Watercourse setbacks, if applicable. Show centerline and edge of stream or creek in addition to the required stream setback from the ordinary high water mark.

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Grading and Drainage Plan

- Existing contours. Existing two-foot contours must be provided for all disturbed areas. Contours for undisturbed areas must be shown when drainage in those areas impacts the disturbed area.
- Proposed contours. Proposed two-foot contours for all disturbed areas must be shown and must demonstrate positive drainage.
- Spot elevations. Show critical spot elevations, as necessary to demonstrate positive drainage and the direction of flow. Finished grade at all building corners must be provided.
- Top-of-foundation elevations. The top-of-foundation elevation must be shown on the plan and must be consistent with the foundation plan. For buildings on slopes of thirty percent (30%) or greater, elevations for stepped foundation walls must be shown.
- Drainage arrows. Include drainage arrows that show how stormwater will be routed around buildings and where stormwater will exit the property. Stormwater cannot cause damage to any adjacent property. Drainage and erosion control features needed to prevent damage must be included.
- Drainage facilities. Proposed drainage facilities, such as French drains or culverts, must be shown.
- Retaining walls. Retaining wall details are required and must include drainage details. Note top- and bottom-of-wall elevations at each location where the retaining wall steps up or down, and include the tallest point of the retaining wall.

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June 18, 2025
Town of Minturn Planning Commission
Attn: Madison Harris

RE: Doueihi/Stewart Residence
Lot 37 Minturn North – 0018 Silver Star Trail, Minturn, CO 81645
Design Review Letter of Intent

Madison:

The attached submittal includes a single-family residence within the Minturn North neighborhood. The home is subject to the Minturn North PUD Guide, Town of Minturn Code and all pertinent documents approved by the Town Council.

Lot 37 is located at 0018 Silver Star Trail on a downhill sloping undisturbed vacant lot which drops in elevation approximately 7' through the building envelope. The home has been oriented facing west, parallel to the building envelope lines to maximize the site's primary view facing Meadow Mountain. The home has been designed as a walkup residence due to the gently sloping topography. The architectural style is a mix of gable forms and low pitch shed roofs to create a composition of forms rather than a single massive structure. Overall, the structure has been nestled into the topography to balance the entry elevation with the west facing patio elevation of the home.

The home exterior is a balanced mix of stucco and wood with appropriate architectural detailing which enhances the mountain vernacular. The landscaping is intentionally minimal in-keeping with the intent of the approved Minturn North PUD.

Should you have any questions or need clarifications, please don't hesitate to contact me.

Sincerely,



Taylor Hermes
512.468.3012

CLIMATE ZONE: 6 COMPLIANCE PATH: PRESCRIPTIVE (R40/L2)

LOCATION	REQUIRED	R-VALUE	DESCRIPTION
	PER R462.13	PROVIDED	
CEILING	R-6.0	R-6.15	4 1/2" CLOSED CELL FOAM (R515) 4 1" KRAFT FACED BATT8 (R506) R515
WOOD WALLS	R-30	R-30.35	2 1/2" CLOSED CELL FOAM (R115) 3" BLOWN IN BLANKET (R2028) R30.35
FLOOR	R-30	R-31.5	4 1/2" CLOSED CELL FOAM (R515)
BATT WALLS	R-19	R-21	3" CLOSED CELL FOAM (R21)
SLAB LESS THAN 4" BELOW GRADE	R-10 ci 4 FT.	R-10	2" RIGID POLYSTYRENE BOARD VERTICAL FROM TOP OF SLAB TO 48" BELOW GRADE MIN.
PENETRATION	U=0.30 54SG+NR	U=0.30 MIN	PER INDIVIDUAL WINDOW
GENERAL NOTES:	1. THE BUILDING THERMAL ENVELOPE INCLUDES ALL EXTERIOR WALLS, CANTILEVERED FLOOR AREAS, ROOFS, FOUNDATION WALLS AND GARAGE WALLS & ROOF. 2. ATTIC SPACES ARE INSULATED AT UNDERSIDE OF ROOF SHEATHING AND ARE UNVENTED. 3. ALL HOT WATER PIPING MUST BE INSULATED WITH MINIMUM R-5 INSULATION (R462.8.2). 4. THREE ADDITIONAL EFFICIENCY REQUIREMENTS MUST BE PROVIDED (R462.12.3). REFER TO THE LIST BELOW FOR ADD'D COMPLIANCE REQUIREMENTS. 5. A PERMANENT CERTIFICATE SHALL BE POSTED WITHIN THE MECHANICAL ROOM (R461.3). REFER TO THE LIST BELOW FOR ITEMS REQUIRED ON THE CERTIFICATE.		

ADDED ENERGY EFFICIENCY REQUIREMENTS (R4082)

- | | |
|---|--|
| 4.40622.1 MORE EFFICIENT HVAC EQUIPMENT: | 1. GREATER THAN OR EQUAL TO 35 AFUE NATURAL GAS FURNACE AND 16 SEER AIR CONDITIONER |
| 4.40623.1 REDUCED ENERGY WATER HEATING: | 1. GREATER THAN OR EQUAL TO 0.85 FUEL RBL. SERVICE WATER HEATING SYSTEM |
| 4.40624.1 MORE EFFICIENT DUCT THERMAL DISTRIBUTION: | 1. 100% OF DUCTS AND AIR HANDLERS LOCATED ENTIRELY WITHIN BUILDING THERMAL ENVELOPE. |
| | 2. 100% OF DUCT THERMAL DISTRIBUTION SYSTEM LOCATED IN CONDITIONED SPACE PER SECTION 40632.2 |
| 4.40625.1 IMPROVED AIR SEALING: | 1. THE MEASURED AIR LEAKAGE RATE SHALL BE LESS THAN OR EQUAL TO 3.0 ACH50, WITH EITHER AN |

CERTIFICATE LISTING REQUIREMENTS (R4013)

1. The predominant R-value of insulation installed in or on ceilings, roofs, walls, foundation components such as slabs, basement walls, crawl space walls and floors and ducts outside conditioned spaces.
2. U-factors of fenestration and the solar heat gain coefficient (SHGC) of fenestration. Where there is more than one value for any component of the building envelope, the certificate shall indicate both the value converted to the design average value if available.
3. The results from any required duct system and building envelope air leakage testing performed on the building.
4. The types, sizes, fuel sources, and efficiencies of heating, cooling and service water heating equipment, where a gas-fired unvented room heater, electric furnace or baseboard electric heater is installed in the residence, the certificate shall indicate "gas-fired unvented room heater," "electric furnace" or "baseboard electric heater," as appropriate. An efficiency shall not be indicated for gas-fired unvented room heaters, electric furnaces and electric baseboard heaters.
5. Where a hot water photovoltaic system has been installed, the capacity, inverter efficiency, panel tilt and orientation shall be indicated on the certificate.
6. For buildings where an Energy Rating Index score is determined in accordance with Section R406, the Energy Rating Index, score, both with and without any on-site generation, shall be listed on the certificate.
7. The code edition under which the structure was permitted, and the compliance path used.
8. The fuel sources for cooking and clothes drying equipment.
9. Where combustion equipment is installed, the certificate shall indicate information on the installation of additional electric infrastructure including which equipment. The certificate includes additional electric infrastructure, capacity reserved on the electrical service panel for replacement of each piece of combustion equipment and/or appliance.
10. Where a solar-ready zone is provided, the certificate shall indicate the location, dimensions, and capacity reserved on the electrical service panel.

DOUEIHI/STEWART RESIDENCE
18 SILVER STAR TRAIL
LOT 37, MINTURN NORTH
MINTURN, COLORADO

DRB SUBMITTAL SET

JUNE 12, 2025



RESORT CONCEPTS
PO BOX 5127
EDWARDS, COLORADO 81632
(970) 926-1720

EGGERS ARCHITECTURE, INC
PO BOX 798
KREMMLING, COLORADO 80459
(970) 409-9790

SUNDQUIST DESIGN GROUP
PO BOX 249
TARPON SPRINGS, FLORIDA 34688
(303) 335-6034

TOMINA TOWNSEND
PO BOX 3000
EDWARDS, COLORADO 81632
(303) 945-5252

BOUNDARIES UNLIMITED, INC.
923 COOPER AVENUE, SUITE 201
GLENWOOD SPRINGS, COLORADO 81601
(970) 945-5252

SLAGLE SURVEY SERVICES
PO BOX 751
EAGLE, COLORADO 81631
(970) 471-1499

CTL THOMPSON, INC
1790 AIRPORT ROAD, UNIT 2
BRECKENRIDGE, COLORADO 80424
(970) 453-2047

FLOOR AREA:	FINISHED	MECH	GARAGE	TOTAL
LOWER LEVEL:	731 SF	95 SF		826 SF
ENTRY LEVEL:	1,138 SF		518 SF	1,656 SF
MAIN LEVEL:	1,648 SF			1,648 SF
TOTALS:	3,517 SF	95 SF	518 SF	5,787 SF

LOT AREA:	4,486.68 SF		
BUILDING COVERAGE:	2,032 SF	45.29 %	50% ALLOWABLE
IMPERVIOUS COVERAGE:	2,353 SF	51.55 %	65% ALLOWABLE

JURISDICTION: TOWN OF MINTURN, COLORADO

CODES: 2021 INTERNATIONAL RESIDENTIAL CODE
2021 INTERNATIONAL ENERGY CONSERVATION CODE
+ LOCAL AMENDMENTS

C	COVER
	FINAL PLAT MINTURN NORTH P.U.D.
C.4	MINTURN NORTH PUD OVERALL GRADING PLAN

C1	SITE GRADING, DRAINAGE & EROSION CONTROL PLAN
C2	CIVIL DETAILS
L1	LANDSCAPE PLANTING PLAN
L2	LANDSCAPE SCHEDULES & DETAILS

A1.1	LOWER LEVEL PLAN
A1.2	ENTRY LEVEL PLAN
A1.3	MAIN LEVEL PLAN
A1.4	ROOF PLAN
A2.1	BUILDING ELEVATIONS
A2.2	BUILDING ELEVATIONS
BH1	BUILDING HEIGHT CALCULATIONS

DISCLAIMER: ALL PLANS, RENDERINGS, SPECIFICATIONS AND MARKETING MATERIALS ARE SUBJECT TO REVISIONS AND MODIFICATIONS AT DEVELOPERS SOLE DISCRETION DUE TO SITE SPECIFIC GRADING CONDITIONS, AVAILABILITY OF MATERIALS, AVAILABILITY OF LABOR, MANUFACTURER SUPPLY SHORTAGES, AND GOVERNMENTAL AGENCY CHANGES. ALL PLANS AND SPECIFICATIONS ARE SUBJECT TO REVISIONS AND CONDITIONS OF APPROVAL BY THE TOWN OF MINTURN CITY COUNCIL, TOWN OF MINTURN DESIGN REVIEW BOARD, TOWN OF MINTURN BUILDING PERMIT DEPARTMENT AND ALL OTHER APPLICABLE REGULATORY AGENCIES. ARTIST RENDERINGS HAVE BEEN PROVIDED FOR ILLUSTRATIVE AND MARKETING PURPOSES ONLY AND SHOULD NOT BE RELIED UPON AS A BASIS FOR PURCHASING. COLOR MATERIALS AND DESIGN ELEMENTS ARE SUBJECT TO REFINEMENT AND REVISION WITHOUT NOTICE AT DEVELOPERS SOLE DISCRETION.

EGGERS
ARCHITECTURE, INC.
PO BOX 798 KREMMLING, CO 80459
(970) 724-3411 CELL: (970) 409-9790
don.eggers@eggersarchitecture.com

RESORT CONCEPTS
2225 MAIN STREET, SUITE C-101
EDWARDS, COLORADO
(970) 926-1720

DOUEIHI/STEWART
18 SILVER STAR TRAIL
LOT 37, MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22 L37

ISSUED		
#	DATE	BY COMMENTS
4	6-12-25	DUE SUBMITTAL SET

C

MINTURN TOWN CERTIFICATE

This plat is approved by the town council of the Town of Minturn, County of Eagle, State of Colorado this 1 day of March, 2024, for filing with the Clerk and Recorder of the County of Eagle, Colorado, and for conveyance of the dedications shown hereon; subject to the provisions that approval in no way obligates the Town of Minturn for financing or construction of improvements of said lands, streets or easements dedicated to the public, except as specifically agreed to by the Town Council of the Town of Minturn.

WITNESS MY HAND AND THE SEAL OF THE TOWN OF MINTURN
TOWN COUNCIL OF THE TOWN OF MINTURN

BY:

MAYOR
TOWN OF MINTURN, COLORADO

ATTEST:

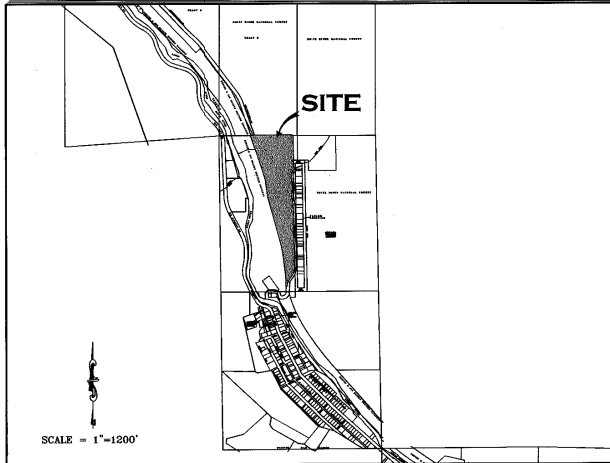
TOWN CLERK
TOWN OF MINTURN, COLORADO

LAND USE TABLE

LOT	USE	AREA	ADDRESS
1	SINGLE FAMILY	0.196 Acres	0246 Miles End Lane
2	SINGLE FAMILY	0.189 Acres	0236 Miles End Lane
3	SINGLE FAMILY	0.193 Acres	0226 Miles End Lane
4	SINGLE FAMILY	0.181 Acres	0216 Miles End Lane
5	SINGLE FAMILY	0.191 Acres	0206 Miles End Lane
6	SINGLE FAMILY	0.166 Acres	0196 Miles End Lane
7	SINGLE FAMILY	0.158 Acres	0186 Miles End Lane
8	SINGLE FAMILY	0.166 Acres	0176 Miles End Lane
9	SINGLE FAMILY	0.164 Acres	0166 Miles End Lane
10	SINGLE FAMILY	0.164 Acres	0156 Miles End Lane
11	SINGLE FAMILY	0.164 Acres	0146 Miles End Lane
12	SINGLE FAMILY	0.172 Acres	0136 Miles End Lane
13	SINGLE FAMILY	0.157 Acres	0126 Miles End Lane
14	SINGLE FAMILY	0.176 Acres	0112 Miles End Lane
15	SINGLE FAMILY	0.209 Acres	0096 Miles End Lane
16	SINGLE FAMILY	0.263 Acres	0070 Miles End Lane
17	SINGLE FAMILY	0.189 Acres	0243 Miles End Lane
18	SINGLE FAMILY	0.200 Acres	0221 Miles End Lane
19	SINGLE FAMILY	0.165 Acres	0201 Miles End Lane
20	SINGLE FAMILY	0.164 Acres	0185 Miles End Lane
21	SINGLE FAMILY	0.164 Acres	0171 Miles End Lane
22	SINGLE FAMILY	0.166 Acres	0155 Miles End Lane
23	SINGLE FAMILY	0.174 Acres	0141 Miles End Lane
24	SINGLE FAMILY	0.185 Acres	0125 Miles End Lane
25	SINGLE FAMILY	0.166 Acres	0111 Miles End Lane
26	SINGLE FAMILY	0.202 Acres	0095 Miles End Lane
27	SINGLE FAMILY	0.199 Acres	0083 Miles End Lane
28	SINGLE FAMILY	0.160 Acres	0071 Miles End Lane
29	SINGLE FAMILY	0.159 Acres	0057 Miles End Lane
30	SINGLE FAMILY	0.158 Acres	0043 Miles End Lane
31	SINGLE FAMILY	0.178 Acres	0031 Miles End Lane
32	SINGLE FAMILY	0.177 Acres	0017 Miles End Lane
33	SINGLE FAMILY	0.176 Acres	0003 Miles End Lane
34	SINGLE FAMILY	0.103 Acres	0036 Silver Star Trail
35	SINGLE FAMILY	0.103 Acres	0030 Silver Star Trail
36	SINGLE FAMILY	0.103 Acres	0024 Silver Star Trail
37	SINGLE FAMILY	0.103 Acres	0018 Silver Star Trail
38	SINGLE FAMILY	0.099 Acres	0008 Silver Star Trail
39	SINGLE FAMILY	0.129 Acres	0001 Silver Star Trail
Tract B	OPEN SPACE	2.958 Acres	
Tract C	Town Property	0.904 Acres	0052 Minturn Road (Not of PUD)
Tract D	Right of Way	0.966 Acres	Miles End Lane (North)
Tract D1	Right of Way	0.431 Acres	Miles End Lane (South)
Tract E	Open Space	1.220 Acres	
Tract F	Open Space	0.074 Acres	
Tract G	Right of Way	0.030 Acres	Silver Star Trail
Tract H	Right of Way	0.369 Acres	Fourth Street
TOTAL		13.485 ACRES	

ADDRESSES ARE FOR INFORMATIONAL PURPOSES ONLY

FINAL PLAT MINTURN NORTH P.U.D. Town of Minturn, County of Eagle, State of Colorado



PORTION OF SECTION 26,
TOWNSHIP 5 SOUTH, RANGE 81 WEST, 6th P.M.

GENERAL NOTES AND NOTES FOR CREATED EASEMENTS:

- The purpose of this Final Plat is to create various lots with building envelopes, open space areas and tracts, along with easements and Right of Ways, for the purposes described herein, all pursuant to Town of Minturn Land Use Regulations and Colorado Revised Statutes concerning the subdivision of land.
- Basis of Bearing: N27°04'04" W between monuments marking the C-W 16th Corner and the Northwest Corner Section 26, Township 5 South, Range 81 West, of the 6th P.M., shown and described herein. This bearing is based on the non-recorded stumped Land Survey Plat performed by Eagle Valley Survey and dated August 7, 2018.
- Survey Date: December, 2022 through July 2023.
- Legal description, easements and location of boundary lines are based on Old Republic National Title Insurance Company order number no. ABC30450645-9, dated August 03, 2023, Quitclaim Deed recorded December 02, 2014 as Reception No. 201400764 along with plat and survey monumentation referenced herein (to include the non-recorded stumped Land Survey Plat performed by Eagle Valley Survey and dated August 7, 2018). In regards to items referenced in schedule B II of this title commitment referenced above: Items 1-8, 10, 21, 24, 27 and 30 were not researched by surveyor or found to not contain easement restrictions or other survey or platting related issues.
- Item 9 - Pipe easement does not effect this platted parcel, falls in Northeast Quarter of the Northwest Quarter of Sec 26, T5S, R81W.
- Item 11&12- Ordinance and Dedication regarding Taylor Avenue. Depicted hereon by eastern Boundary, recorded in Book 248 at Page 178 and Book 248 at Page 452.
- Item 13 - 20 foot Sewer Easement, Does not effect this platted Parcel.
- Item 14 - Conveyance to State Department of Highways, Does not Effect these platted lands.
- Item 15 - Does not effect these Platted lands but references conveyance of portions of Taylor Addition to the Town of Minturn.
- Item 16 - effects subject parcel as it is an Annexation of property to Town of Minturn recorded in Book 333 at Page 349.
- Item 17 & 18- Do not effect subject Parcel.
- Item 19 - Conveyance described in Book 687 at Page 268 does not contain any easements not already defined herein.
- Item 20 - Does not effect these Platted lands. (k.a. subject parcel)
- Item 21 - Public Service Company of Colorado Easement, Reception No. 897924, falls off subject Parcel.
- Item 23 - Boundary Agreement recorded as Reception No. 200824177, called out as adjoiner herein.
- Item 25 & 26 - Parcel is subject to Mapping of Piping and Ditches in area of this subject parcel defined in document recorded as Reception No. 201703240, and 201703454 any rights or restrictions and exact location thereof not clear to surveyor from face of documents.
- Item 29 - Parcel is subject to 190440 foot wide easement for right of way from Denver Rio Grand Railroad to Eagle County, the location of which is not determinable from face of document. This Agreement has to be have been Terminated prior to the Recording of this Plat.
- These platted lands are subject to:
 - The Minturn North P.U.D. Guide recorded as Reception no. 202402232
 - The Declarations of Covenants, Conditions, Restrictions and Easements for Minturn North recorded as Reception No. 202402232
- The non-exclusive Heritage Utility Easement as shown herein on page five (5) - on, over, under, above, across and through those areas designated herein as "Heritage Utility Easement" as defined in document recorded in the Eagle County Clerk and Recorder's Office as Reception No. 202316489.

PERTAINING TO HEREON CREATED EASEMENTS:

- the owner, hereby reserves for themselves their successors and / or assigns the following non-exclusive easements created herein:
 - a) a non-exclusive utility and drainage easement as shown herein - on, over, under, above, across and through those areas designated herein as "Utility, Drainage, Access, Utility, and Drainage Easement" for the purpose of the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, including but not limited to waterlines and hydrants, sanitary sewerlines and manholes, telephone lines, cable television lines, gaslines, electrical lines, fiber optic lines, other communication lines and all related structures, together with right of ingress and egress.
 - b) a non-exclusive Utility Easement as shown herein - on, over, under, above, across and through those areas designated herein as "Utility Easement" for the purpose of the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, including but not limited to waterlines and hydrants, sanitary sewerlines and manholes, telephone lines, cable television lines, gaslines, electrical lines, fiber optic lines, other communication lines and all related structures, together with right of ingress and egress.
 - c) non-exclusive Access, Utility, and Drainage Easement - on, over, under, above, across and through those areas designated herein as "Access, Utility and Drainage Easement", and "Private Right of Way" to include, but not limited to, areas shown as Fourth Street, Tract D, Tract D1 and Tract G, for the purpose of i) Ingress and Egress, reasonable Pedestrian use including ingress and egress of persons including vehicle, foot, bicycle or small wheel use ii) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, and all related structures, together with right of ingress and egress, and iii) storm drainage, drainage of water flow from other lands along with the installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto.

GENERAL NOTES CONTINUED:

- Continued...
 - Tract D, Tract D1, and Tract G, shall be open to Public vehicular and non-vehicular access.
 - Any Easement that permits public recreation on Private Property shall benefit from the provision of C.R.S. 33-41-101 et seq.
- FOLLOWING CREATED EASEMENTS DEDICATED TO TOWN OF MINTURN:
- the owner, hereby dedicates to the Town of Minturn the following non-exclusive easements:
 - a) non-exclusive Utility, Drainage, Access, Utility, and Drainage Easement - on, over, under, above, across and through those areas designated herein as "Utility, Drainage, Access, Utility, and Drainage Easement" for the purpose of the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, including but not limited to waterlines and hydrants, sanitary sewerlines and manholes, telephone lines, cable television lines, gaslines, electrical lines, fiber optic lines, other communication lines and all related structures, together with right of ingress and egress, and iii) storm drainage, drainage of water flow from other lands along with the installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto, reasonable Pedestrian use including ingress and egress of persons to include vehicle, foot, bicycle or non-motorized use, iv) reasonable local snow storage and v) Landscaping use, and maintenance.
 - b) non-exclusive Utility, Drainage, Access, Utility, and Drainage Easement - on, over, under, above, across and through those areas designated herein as "Utility, Drainage, Access, Utility, and Drainage Easement" for the purpose of the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, including but not limited to waterlines and hydrants, sanitary sewerlines and manholes, telephone lines, cable television lines, gaslines, electrical lines, fiber optic lines, other communication lines and all related structures, together with right of ingress and egress, and iii) storm drainage, drainage of water flow from other lands along with the installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto, reasonable Pedestrian use including ingress and egress of persons to include foot, bicycle or non-motorized use along with sidewalk or path construction, use and repair.
 - c) non-exclusive Utility, Drainage, Access, Utility, and Drainage Easement - on, over, under, above, across and through those areas designated herein as "Utility, Drainage, Access, Utility, and Drainage Easement" for the purpose of the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, including but not limited to waterlines and hydrants, sanitary sewerlines and manholes, telephone lines, cable television lines, gaslines, electrical lines, fiber optic lines, other communication lines and all related structures, together with right of ingress and egress, and iii) storm drainage, drainage of water flow from other lands along with the installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto.
 - d) non-exclusive Trail Easement - on, over, under, above, across and through those areas designated herein as "Trail Easement" for the purpose of the installation, use, repair, replacement, improvement and egress of persons to include foot, bicycle or non-motorized use along with sidewalk or path construction, use and repair.
 - e) a non-exclusive trail easement on, over, across, and through those strips of land depicted and designated herein as "Trail Easement" on sheet 5 of 5 for Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with path construction, use and repair.
 - Maintenance of any path improvements within the "Trail Easement" shall be at the sole cost and expense of the Minturn North P.O.A.
 - a non-exclusive utility and drainage easement as shown herein - on, over, under, above, across and through those areas designated herein as "Public Utility and Drainage Easement", as shown in Tract C, on sheet 2 of 5, for the purpose of i) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, including but not limited to waterlines and hydrants, sanitary sewerlines and manholes, telephone lines, cable television lines, gaslines, electrical lines, fiber optic lines, other communication lines and all related structures, together with right of ingress and egress, and iii) storm drainage, drainage of water flow from other lands along with the installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto.

SURVEYOR'S CERTIFICATE

I, Matthew S. Slagle, do hereby certify that I am a Professional Land Surveyor licensed to practice land surveying under the laws of the State of Colorado, that this Subdivision Plat is a true, correct and complete plat of MINTURN NORTH P.U.D., as laid out, platted, dedicated and shown hereon, that such plat was made from an accurate survey of said property by me and/or under my supervision and accurately shows the location and dimensions of the lots, easements and rights-of-way of said plat as the same are monumented upon the ground in compliance with applicable regulation governing the subdivision of land, that such plat is based upon the professional land surveyor's knowledge, information and belief, that it has been prepared in accordance with applicable standards of practice, and that such plat is not a guaranty or warranty, either expressed or implied.



Matthew S. Slagle PLS #34998
Professional Land Surveyor
State of Colorado

Revised 02-07-24 Edited C.O.D. MSS
Revised 12-02-23 Edited Note 6a MSS
Revised 11-14-23 minor text MSS
Revised 11-07-23 Certain Dimensions MSS
Revised 11-06-23 Tract C Easements MSS
Revised 11-03-23 Town Comments MSS
Revised 10-11-23 Town Comments MSS
Revised 10-06-23 Town Comments MSS
Revised 09-26-23 Added Note regarding Tract C MSS

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

CERTIFICATE OF DEDICATION AND OWNERSHIP

Know all men by these presents that Minturn Crossing LLC (being sole owner in fee simple, mortgagee or lienholder, of all that real property situated in the Town of Minturn, County of Eagle, State of Colorado described as follows:
Parcel 1, UPRR Subdivision according to the Final Plat thereof recorded on 13th day of December, 2023 as Reception No. 202316483 in the Office of the Eagle County Clerk and Recorder, Eagle County, Colorado. Containing 13.485 acres more or less; and has caused the same to be laid out, platted and subdivided, and designated as MINTURN NORTH P.U.D. subdivision in the Town of Minturn, County of Eagle, State of Colorado, and does hereby accept responsibility for the completion of the improvements required by this plat, and does hereby accept responsibility for the completion of the improvements required by this plat and does hereby dedicate and set aside the following tracts, parcels and easements as follows:
-To the Town of Minturn Tract H (Fourth Street) and the easements described and depicted hereon in General Note 7, together with associated public improvements.
-To Utility Providers such utility easements as depicted herein in which utility infrastructure is located.

OWNER: MINTURN CROSSING LLC
ADDRESS: 225 Main Street, Suite C-101
Edwards, Colorado 81632

BY: RICK HERMES
TITLE: MANAGER

STATE OF COLORADO)
COUNTY OF EAGLE)

THE FOREGOING CERTIFICATE OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS 4 DAY OF MARCH, A.D. 2024 BY RICK HERMES AS MANAGER OF MINTURN CROSSING LLC.

MY COMMISSION EXPIRES 6 AUG 27

WITNESS MY HAND AND OFFICIAL SEAL

CHRISTINE THURSTON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154831002
My Commission Expires 08/06/27

SUBORDINATION BY MORTGAGEE

Philip Hadley, being the holder of a promissory note secured by deed of trust recorded the 13th day of December 2023, at Reception No. 202316490, in the Office of the Clerk and Recorder of Eagle County, Colorado, hereby consents to the Subdivision of the lands set forth in this Final Plat of Minturn North P.U.D., and subordinates the lien represented by the aforesaid deed of Trust to the Dedication and restrictions as shown on this final plat and relative covenants, conditions and restrictions.

MORTGAGEE: Philip Hadley

BY: Philip Hadley as Individual

STATE OF Colorado)
COUNTY OF Eagle)

The foregoing Subordination by Mortgagee was acknowledged before me this 26 day of February, 2024, By Philip Hadley as Individual

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: Aug 01, 2025

JESSICA L. BISHARD
NOTARY PUBLIC
STATE OF COLORADO
Notary ID K0210404006
My Commission Expires 01/01/2025

CERTIFICATE OF TAXES PAID

I, the undersigned, do hereby certify that the entire amount of taxes and assessments due and payable as of January 1, 2023, upon all parcels of real estate described on this Plat are paid in full

DATED THIS 1st OF March, A.D. 2024
ROSE DI
TREASURER OF EAGLE COUNTY

TITLE CERTIFICATE
LAND TITLE SLAGLE SURVEY SERVICES does hereby certify that it has examined the title to all lands shown upon this plat and that title to such is vested in MINTURN CROSSING LLC free and clear of all liens, taxes, and encumbrances, except DEED OF TRUST recorded 12/13/23, 202316490

DATED THIS 26th DAY OF February, A.D. 2024

AGENT:

CLERK AND RECORDER'S CERTIFICATE # 539

This Plat was filed for record in the Office of the Clerk and Recorder at 1:59 o'clock P.M., on this 26th day of March, A.D. 2024

CLERK AND RECORDER

DEPUTY



SLAGLE SURVEY SERVICES
800 Castle Drive - P.O. Box 751 Eagle, Colorado 81631
970.471.1499 Office matthew@slaglesurvey.com
www.SlagleSurvey.com

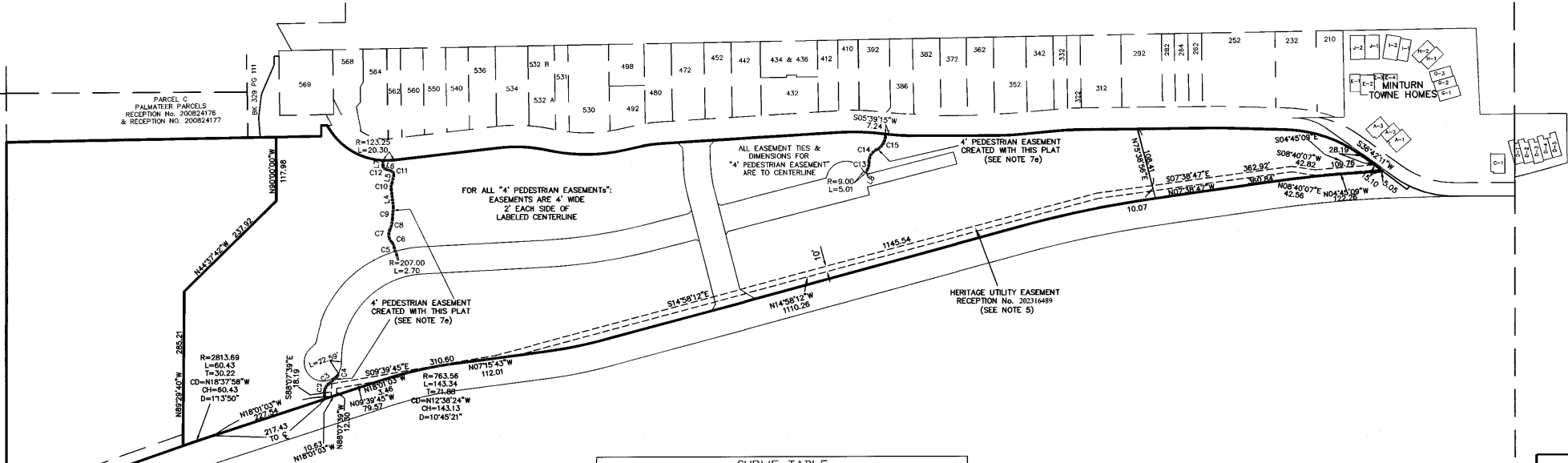
FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

DRAWN BY: MSS JOB NUMBER: 22055 DRAWING NAME: 22055 FP2.dwg
SHEET 1 OF 5 DATE: 08-13-2023

Eagle County, CO
Regina O'Brien
Pgs: 5
REC: \$55.00 DOC: \$0.00
03/04/2024
12:59:11 PM
Page 222

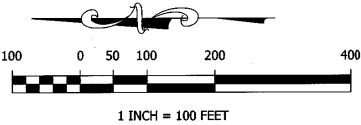
FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado
SHEET 5 OF 5

ADDITIONAL EASEMENT DETAIL SHEET



LINE TABLE		
LINE	LENGTH	BEARING
L4	32.13	N63°15'49"E
L5	14.91	S77°04'30"E
L6	11.48	N18°26'21"E
L7	9.83	S89°36'46"E
L8	7.28	N62°43'18"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	Tangent	Chord	Chd Bng	Delta
C2	29.35	22.25	17.26	27.27	S79°27'12"E	75°35'30"
C3	18.66	276.62	9.33	18.65	S39°43'32"E	3°51'51"
C4	9.01	8.52	4.97	8.59	S66°04'17"E	60°33'21"
C5	7.90	333.24	3.95	7.90	S79°46'25"W	12°13'31"
C6	11.08	18.95	5.70	10.93	N63°41'55"E	33°30'33"
C7	24.01	20.01	13.69	22.60	S81°19'10"W	68°45'04"
C8	20.65	49.15	10.48	20.50	S76°20'24"E	24°04'13"
C9	22.78	236.37	11.40	22.77	S85°36'54"E	5°31'15"
C10	12.77	20.27	6.60	12.56	S83°06'39"E	36°05'40"
C11	9.29	7.31	5.39	8.68	N57°19'55"E	72°46'53"
C12	8.09	6.45	4.68	7.57	N54°28'07"E	71°50'14"
C13	15.45	30.72	7.89	15.28	S77°07'28"E	28°48'21"
C14	27.14	23.79	15.26	25.69	S58°50'20"E	65°22'36"
C15	35.79	30.20	20.33	33.73	S60°06'18"E	67°54'31"

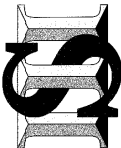


Matthew S. Slagle PLS 34998
Professional Land Surveyor
State of Colorado

SLAGLE SURVEY SERVICES
800 Castle Drive - P.O. Box 751 Eagle, Colorado 81631
970.471.1499 Office matthew@slaglesurvey.com
www.SlagleSurvey.com

FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

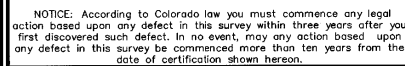
DRAWN BY: MGS
DATE: 08-13-2023
SHEET: 5 OF 5



NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect, in no event, may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

202402234

OVERALL SITE & TRACT C DETAIL



- = FOUND 1.5" ALUMINUM CAP ON NO. 5 REBAR STAMPED LS 11204
- ◁ = FOUND 1.5" ALUMINUM CAP ON NO. 5 REBAR STAMPED LS 24318
- = FOUND 1.5" ALUMINUM CAP ON NO. 5 REBAR STAMPED LS 20359
- = FOUND 1.5" ALUMINUM CAP ON NO. 4 REBAR STAMPED LS 30116
- = FOUND 1" BRASS DISC WITH NAIL STAMPED LS 30116
- = FOUND 2" ALUMINUM CAP ON NO. 5 REBAR STAMPED LS 34998
- = FOUND 1.25" RED PLASTIC CAP ON REBAR STAMPED LS 26626



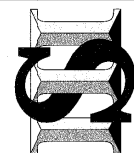
Matthew S. Slagle PLS 34998
Professional Land Surveyor
State of Colorado

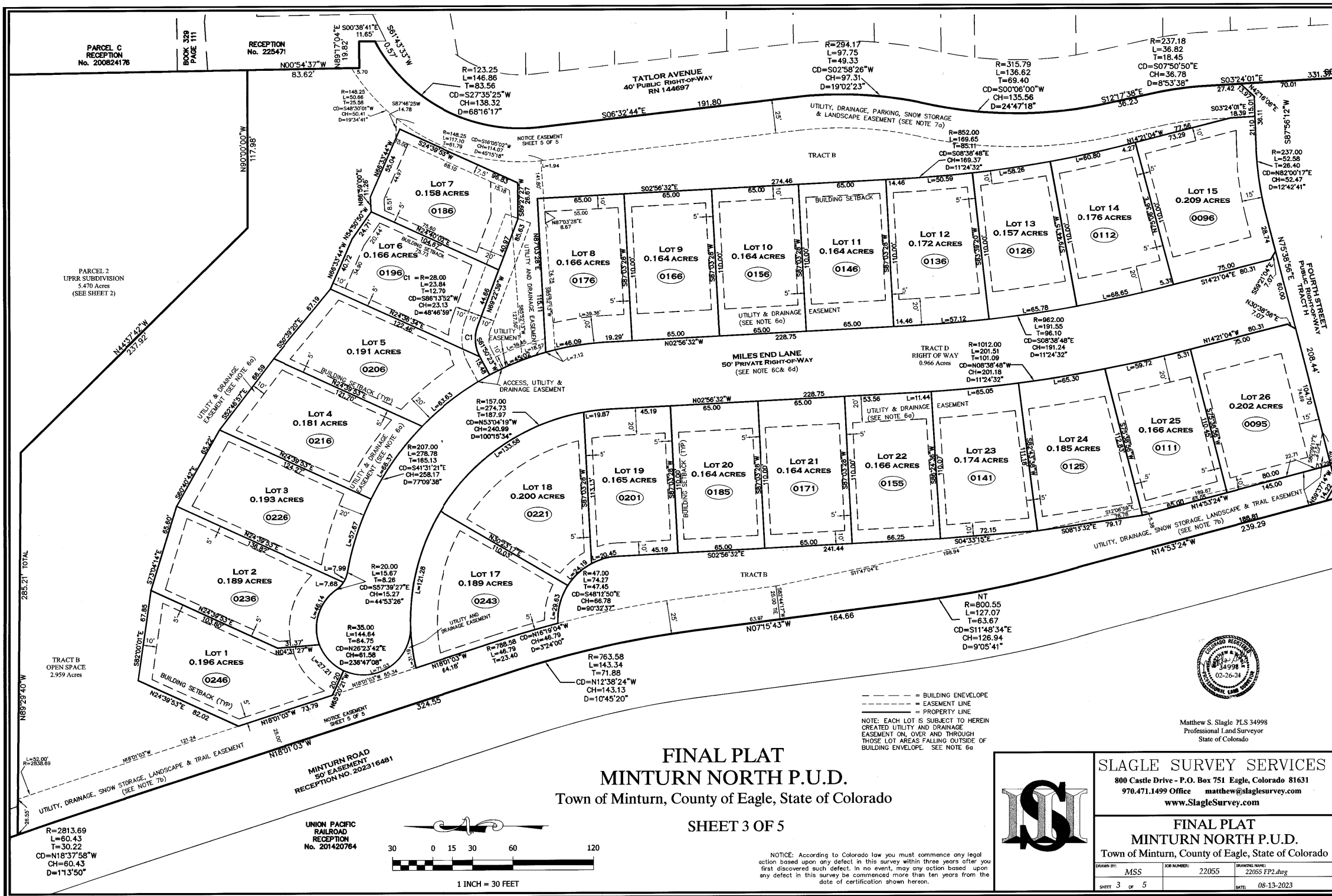
FOUND SURVEY MONUMENT
W 1/4 SEC 26
2.5" DIAMETER USGLO
BRASS CAP
STAMPED 1942

SLAGLE SURVEY SERVICES
800 Castle Drive - P.O. Box. 751 Eagle, Colorado 81631
970.471.1499 Office matthew@slaglesurvey.com
www.SlagleSurvey.com

**FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado**

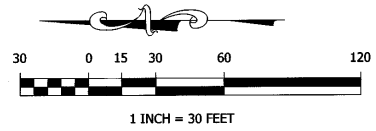
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	DATE: 08-13-2023		





FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

SHEET 3 OF 5



--- BUILDING ENVELOPE
--- EASEMENT LINE
--- PROPERTY LINE
NOTE: EACH LOT IS SUBJECT TO HEREIN
CREATED UTILITY AND DRAINAGE
EASEMENT ON, OVER AND THROUGH
THOSE LOT AREAS FALLING OUTSIDE OF
BUILDING ENVELOPE. SEE NOTE 6a



Matthew S. Slagle PLS 34998
Professional Land Surveyor
State of Colorado



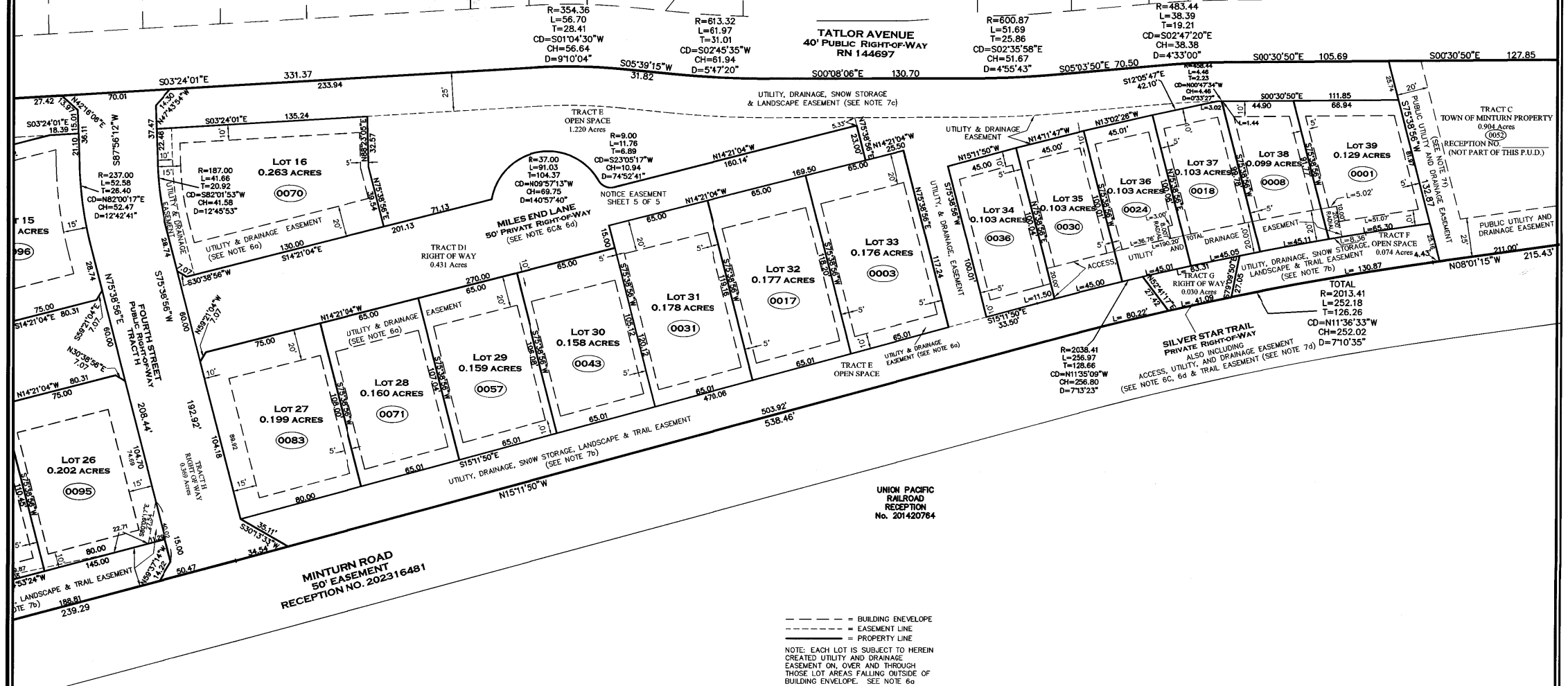
SLAGLE SURVEY SERVICES
800 Castle Drive - P.O. Box 751 Eagle, Colorado 81631
970.471.1499 Office matthew@slaglesurvey.com
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FINAL PLAT
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Town of Minturn, County of Eagle, State of Colorado

DRAWN BY:	MSS	JOB NUMBER:	22055	DRAWING NAME:	22055 FP2.dwg
SHEET:	3 OF 5	DATE:	08-13-2023		

202402234

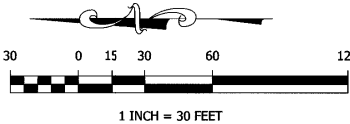
FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado
SHEET 4 OF 5



UNION PACIFIC
RAILROAD
RECEPTION
No. 201420764



Matthew S. Slagle P.L.S. 34998
Professional Land Surveyor
State of Colorado



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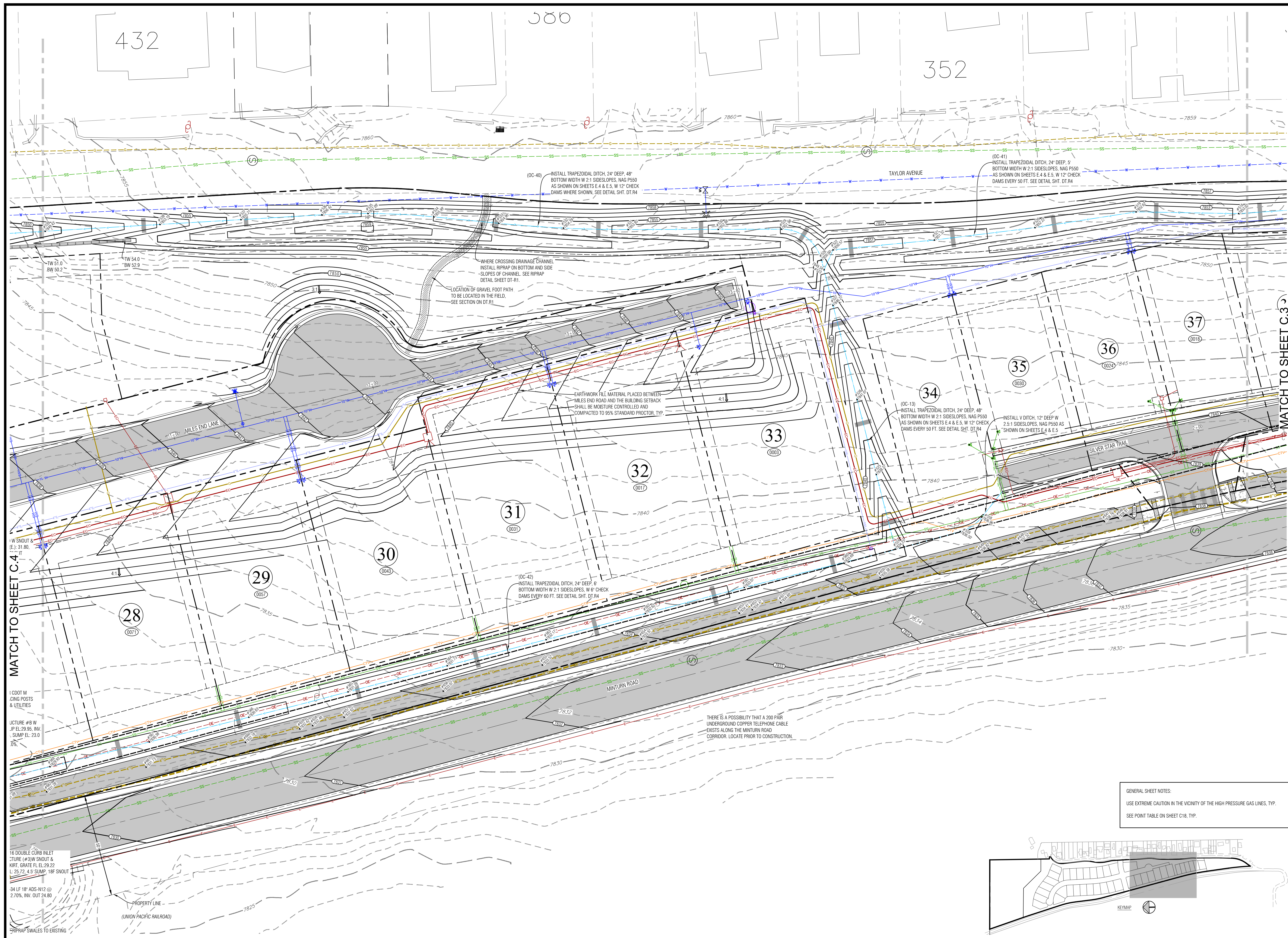


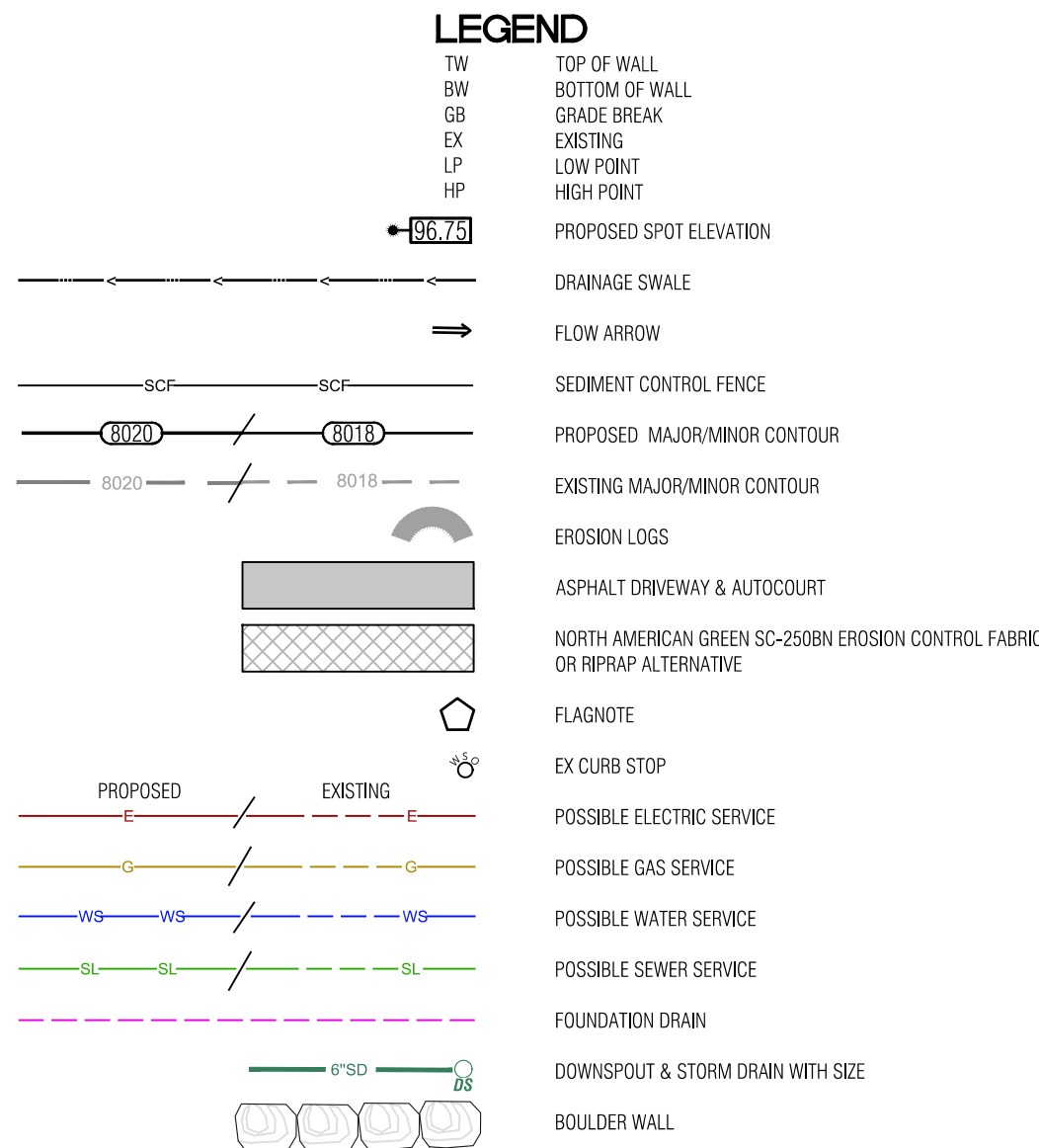
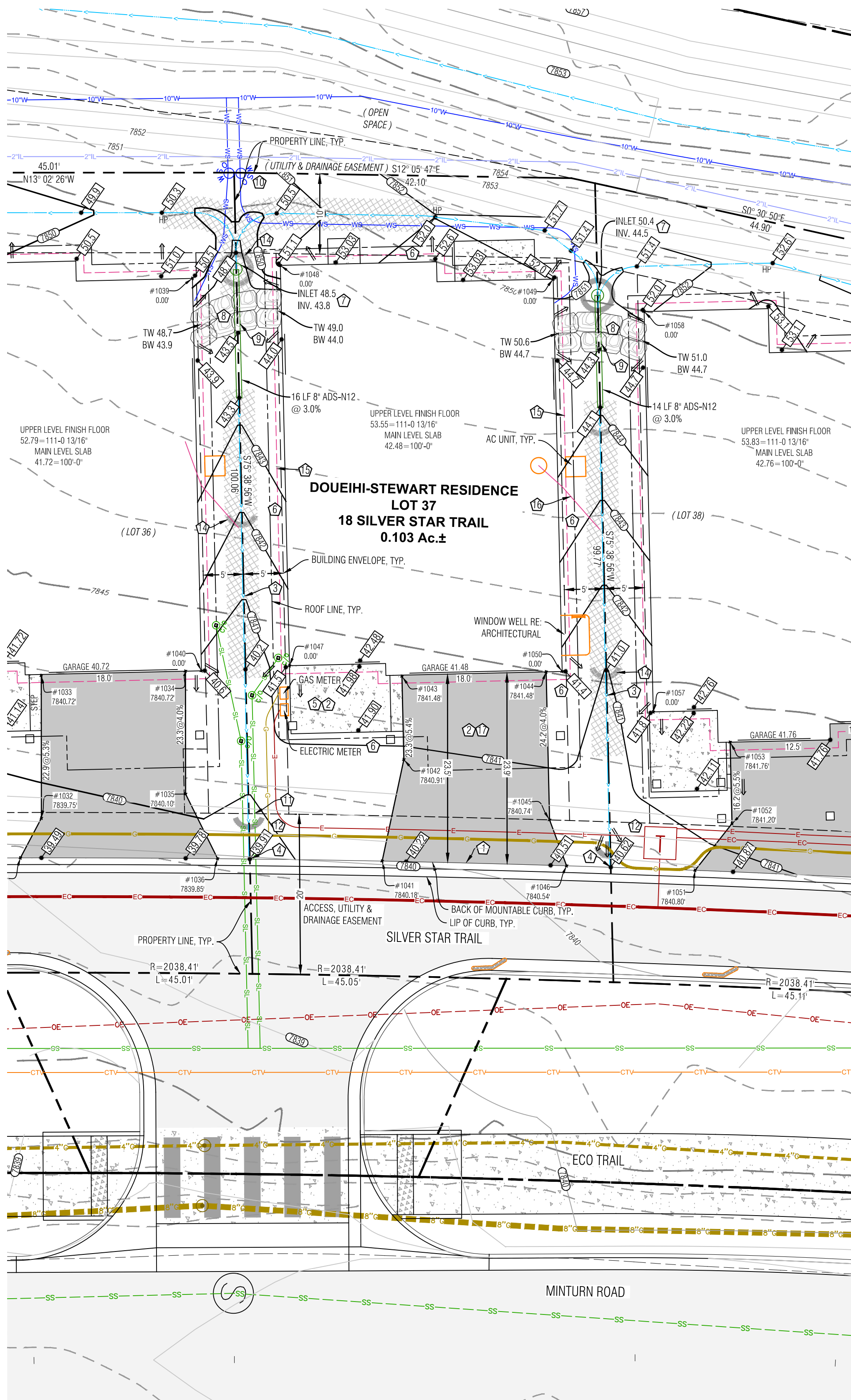
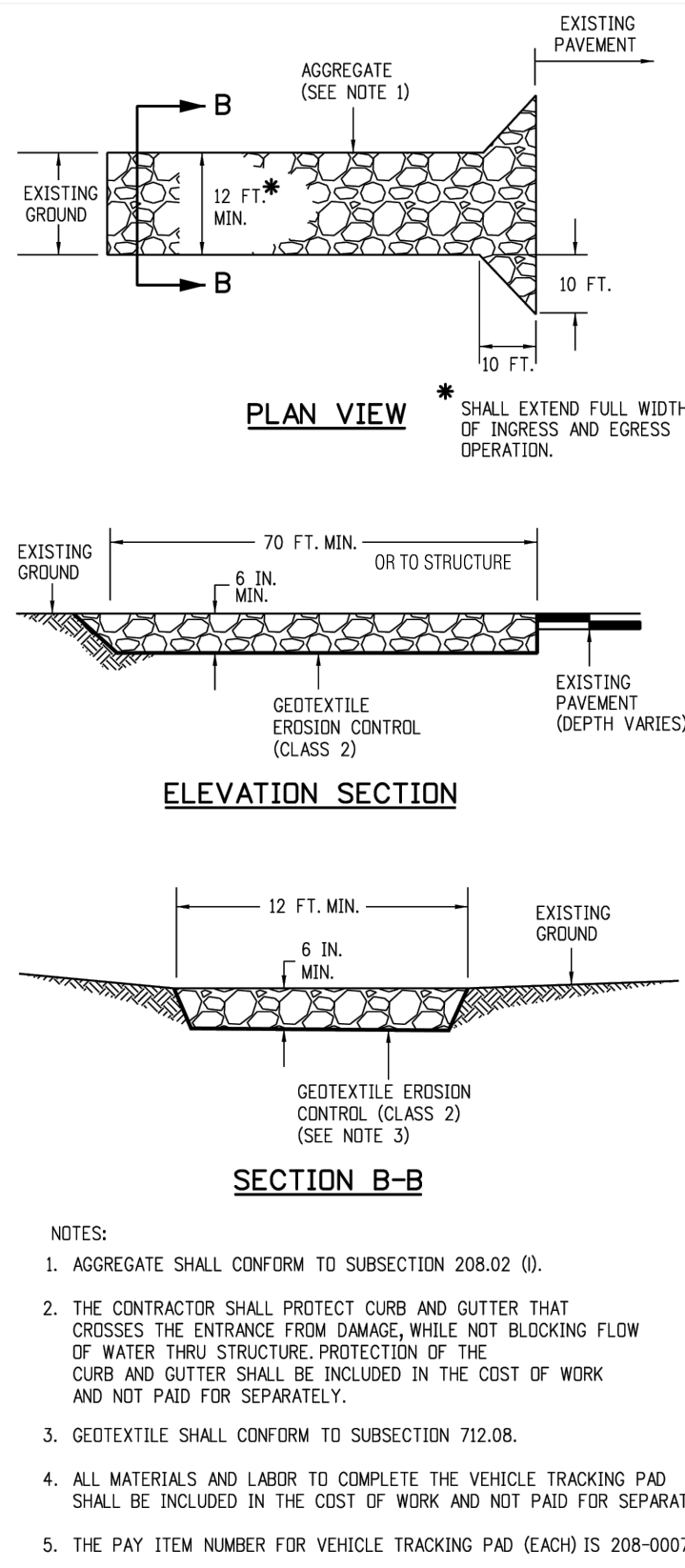
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FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

DRAWN BY: MISS	JOB NUMBER: 22055	DRAWING NAME: 22055 FP2.dwg
SHEET 4 OF 5	DATE: 08-13-2023	

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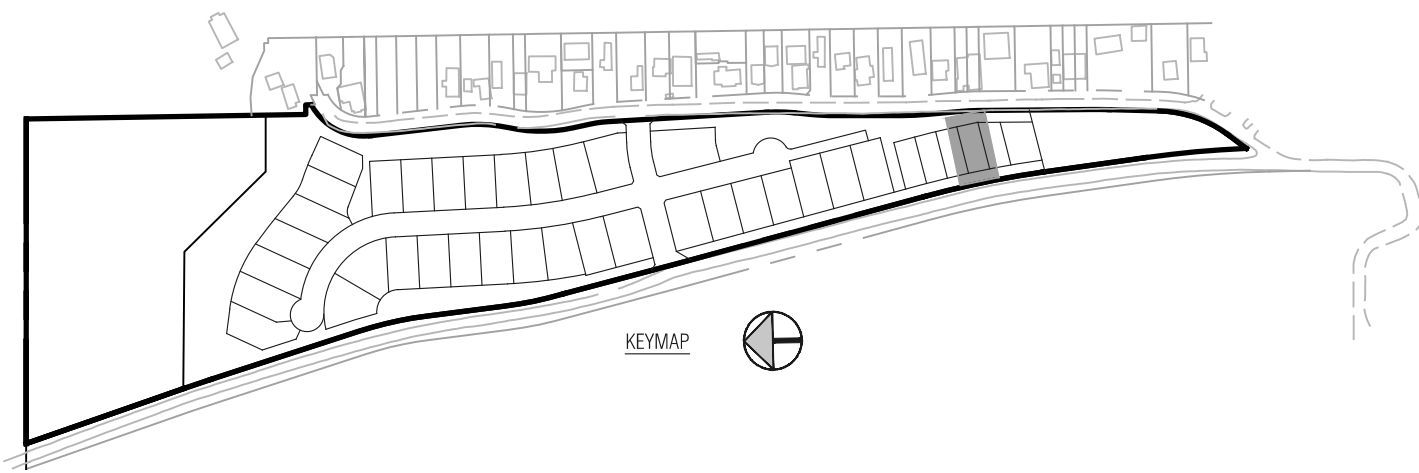


Point Table

Point #	Desc.	Elev.	North	East
1041	DW	7840.18	3024.09	5580.37
1042	DW	7840.91	3024.31	5593.33
1043	DW	7841.48	3026.89	5603.40
1044	DW	7841.48	3009.49	5608.00
1045	DW	7840.74	3004.91	5590.09
1046	DW	7840.54	3001.54	5584.99
1047	Bldg. Cor.	0.00	3040.86	5601.52
1048	Bldg. Cor.	0.00	3053.26	5649.96
1049	Bldg. Cor.	0.00	3019.70	5655.97
1050	Bldg. Cor.	0.00	3007.55	5608.50

- NOTES:**
- 1) BASIS OF ELEVATION: NAVD88 BASED ON THE ORIGINAL TOPOGRAPHIC MAP OF MINTURN NORTH PREPARED BY GORE RANGE SURVEYING, LLC, JOB NO. 19-1203, DATED 4/1/21. NO BENCHMARK WAS NOTED ON THE BASE SURVEY.
 - 2) THE BOUNDARY DIMENSIONS, EASEMENTS AND RIGHTS OF WAY SHOWN HEREON ARE BASED ON THE FINAL PLAN OF MINTURN NORTH PUD, AND SURVEY CONTROL MONUMENTS FOUND AT THE TIME OF THE SURVEY AND SHOWN ON THE SURVEY REFERENCED ABOVE.
 - 3) SEE ADDITIONAL SITE NOTES & DETAILS ON SHEET C2.
 - 4) EXISTING CONTOUR INTERVAL IS 1 FT., PROPOSED CONTOUR INTERVAL IS 1 FT.
 - 5) LOT AREA: 4,505 SF ±
DISTURBANCE AREA: 4,505 SF ±
 - 6) THIS (CIVIL) PLAN SET IS INTENDED TO BE PLOTTED IN COLOR. FAILURE TO DO SO MAY RESULT IN MISSING DATA & INFORMATION CRITICAL TO THE PROJECT.

- FLAGNOTES:**
- 1 MATCH TO BACK OF EXISTING CURB.
 - 2 PROPOSED ASPHALT DRIVEWAY, AUTO-COURT AND CONCRETE WALKWAYS, STRUCTURAL FILL UNDER THE BUILDING TO FOLLOW THE DIRECTION OF THE GEOTECH REPORT, ALL EARTHWORK CONSTRUCTION TO BE APPROVED BY THE GEOTECHNICAL ENGINEER.
 - 3 PROVIDE DRAINAGE SWALE AS SHOWN, WITH NORTH AMERICAN GREEN SC250 EROSION FABRIC OR RIPRAP WHERE SLOPE EXCEEDS 5%. SEE DETAIL.
 - 4 WHERE PROPOSED SWALE SPILLS OVER THE TOP OF THE CURB LINE, FAN OUT DRAINAGE SWALE TO EVENLY DISSIPATE DRAINAGE, TYP.
 - 5 SLOPE PATIOS, DECKS AND WALKS AT 2% MIN. AWAY FROM THE STRUCTURE.
 - 6 GRADE AROUND THE PERIMETER OF BUILDING AS NECESSARY 10% FOR 5-FEET MIN. (10 FT. WHERE POSSIBLE) IN UNPAVED AREAS TO ENSURE PROPER DRAINAGE AWAY FROM THE FOUNDATION. IT WILL BE IMPORTANT TO CONSTRUCT AND DIRECT SURFACE DRAINAGE AWAY FROM BUILDING, WALKS AND WALLS TO EITHER THE AUTOCOURT, THE OUTLET SWALE, OR DOWNWARD SLOPING NATURAL GRADE. VERIFY DRAINAGE AND SWALE INTEGRITY ON A REGULAR BASIS.
 - 7 INSTALL 8" NYLOPLAST DRAIN BASIN WITH DOME GRATE. SEE DETAIL ON SHEET C2. SHAPE & DRAIN ALL SURROUNDING AREA TO LOW POINT WHICH IS THE INLET. NO DRAINAGE ALLOWED TO BOULDER WALL. INSTALL HEAT TAPE IN DRAIN BASIN AND OUTLET PIPE.
 - 8 INSTALL BOULDER WALL FOR LANDSCAPE AREAS PER THE DETAIL ON SHEET C2. WALL DRAIN LINES NOT SHOWN.
 - 9 BUILD WALL AROUND PIPE, PROTECT STORM LINES AND UTILITIES WHEN CONSTRUCTING IMPROVEMENTS ABOVE FROM MATERIAL AND EQUIPMENT, TYP.
 - 10 LOCATE EXISTING CURB STOP, CONFIRM LOCATION AND CONNECTION WITH THE WATER & SANITATION DISTRICT, CONNECT AND EXTEND NEW WATER SERVICE TO MECHANICAL ROOM. WATER SERVICE TO BE 1-1/2" CONTINUOUS COPPER LINE FROM THE CURB STOP TO THE MECHANICAL ROOM. MAINTAIN COVER OVER NEW SERVICE PER DISTRICT REGULATIONS. INSULATE THE WATER SERVICE IF COVER IS LESS THAN 7 FEET NEAR THE RETAINING WALL AND IN THE VICINITY OF THE DRAINAGE INLET.
 - 11 APPROXIMATE LOCATION OF SEWER SERVICE STUB. CONFIRM INVERT PRIOR TO CONSTRUCTION FOR ABILITY TO SERVICE HOUSE BY GRAVITY, OR WHETHER A PUMP MAY BE REQUIRED. CONNECT AND EXTEND NEW SEWER SERVICE TO MECHANICAL ROOM. MAINTAIN COVER OVER NEW SERVICE PER DISTRICT REGULATIONS. INSTALL CLEANOUTS AT HOUSE EXTERIOR AND ALL BEND LOCATIONS.
 - 12 LOCATE, CONNECT TO, AND EXTEND GAS, ELECTRIC, AND COMMUNICATION SERVICES TO METER CABINET AND GAS METER LOCATION. MAINTAIN COVER & CLEARANCES BETWEEN/OVER NEW SERVICES PER UTILITY REGULATIONS
 - 13 EROSION LOGS PER DETAIL ON SHEET C2.
 - 14 FOUNDATION DRAIN, TYP., INSTALL IN ACCORDANCE WITH THE GEOTECHNICAL REPORT. DRAIN @ 0.5% MIN. TO DAYLIGHT, SEE DETAIL ON SHT. C2.
 - 15 EXTEND THE FOUNDATION DRAIN FROM SUMP PUMP IN HOUSE TO DAYLIGHT WITH SOLID PIPE. COVER WITH A RODENT SCREEN AT END.
 - 16 INSTALL VEHICLE TRACKING PAD (DETAIL THIS SHEET) AT LOCATION OF DRIVEWAY. TRACKING PAD TO BE REMOVED PRIOR TO FINAL DRIVEWAY SUBGRADE PREPARATION AND PAVING.



Civil Engineering Surveying & Beyond
Boundaries Unlimited Inc.

923 Cooper Ave., Ste. 201
Glenwood Springs, CO 81601
(T) 970.945.5252
www.bu-inc.com

Subsurface Utility Engineering (SUE)
Required Project: **TBD**
If "Yes", SUE Certification by:
Firm: **TBD**
Job #: **TBD**
Date: **TBD**

Engineer or Surveyor Seal

NOT FOR CONSTRUCTION

Client Information:
MINTURN NORTH LAND COMPANY LLC
PO BOX 2633
EDWARDS, CO 81632
970 926-1720

811
Know what's below.
Call before you dig.

TOWN OF MINTURN, COLORADO

Lot 37, Minturn North P.U.D.
Site, Grading and Drainage Plan
DRB Submittal 6/11/25

By: _____

Revision

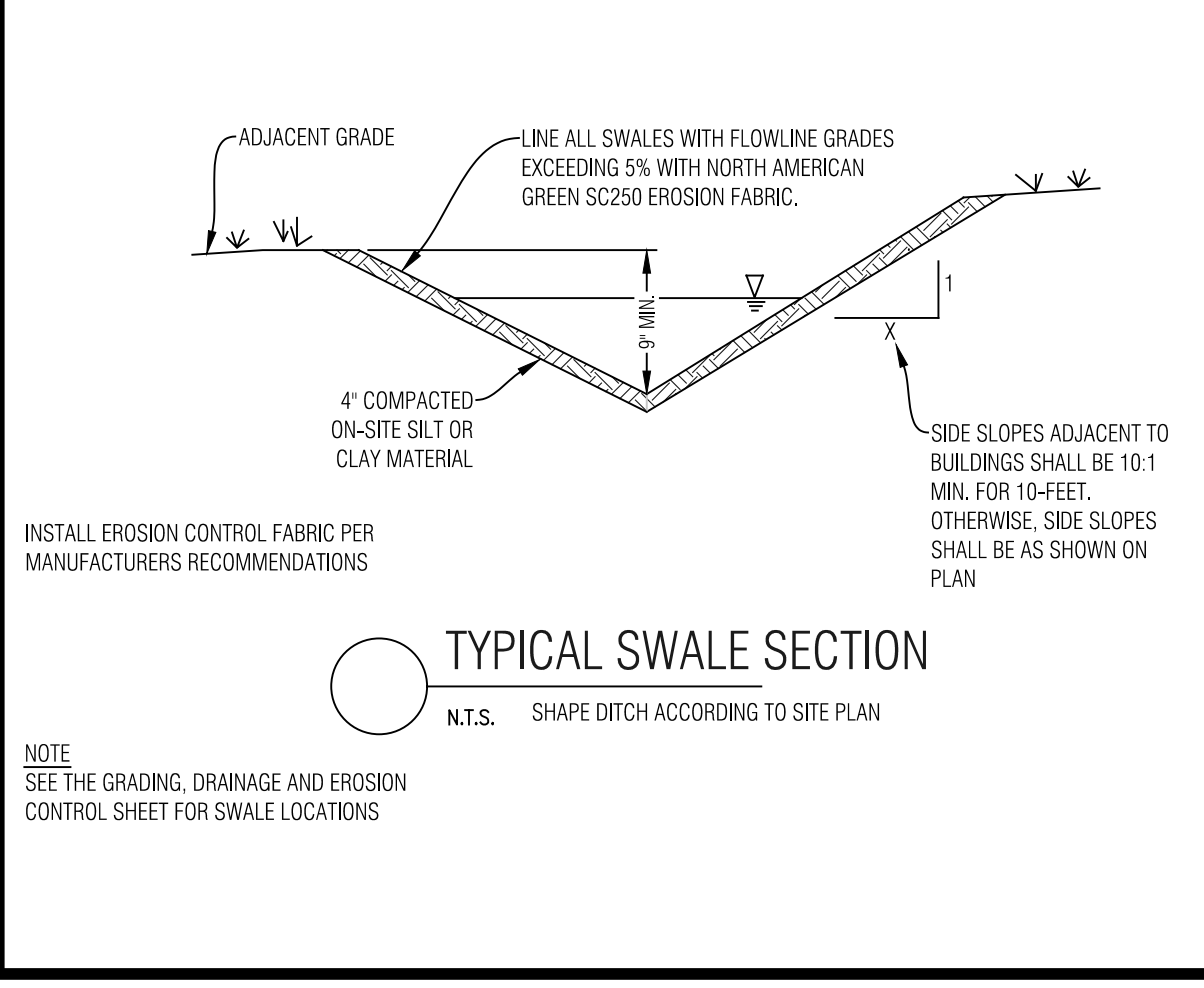
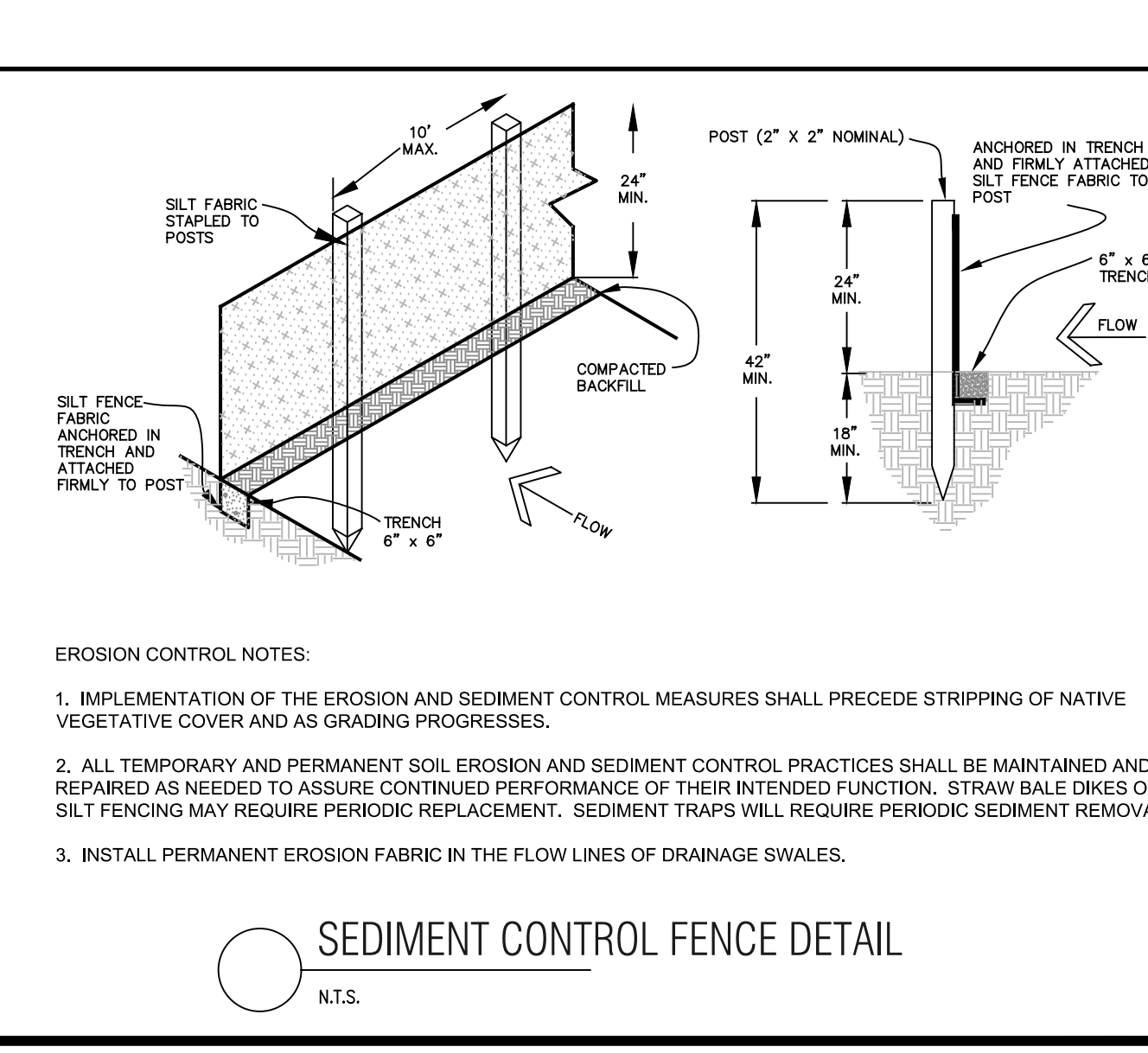
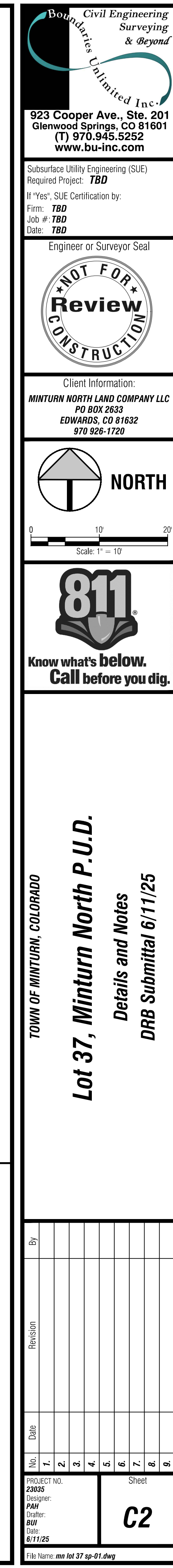
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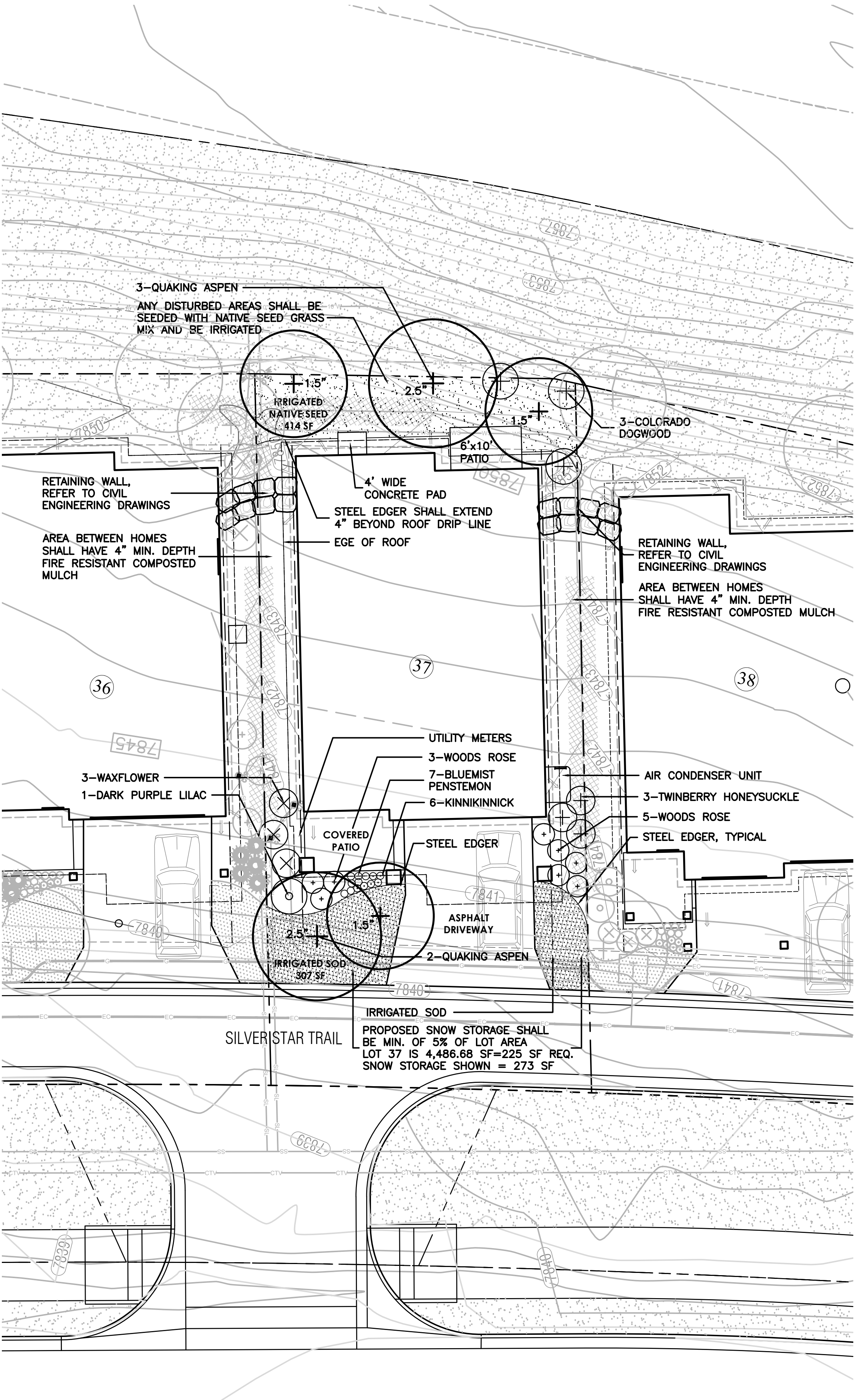
NO. 1 2 3 4 5 6 7 8 9

PROJECT NO. 23035
Designer: PAH
Checker: BUJ
Date: 6/11/25

Sheet **C1**

File Name: mn lot 37 sp-01.dwg





General Notes and Specifications:

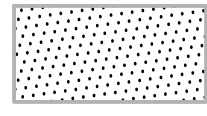
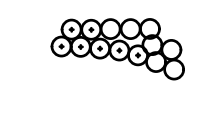
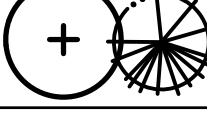
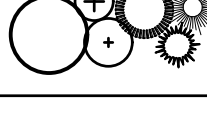
- 1. All areas disturbed by construction and not designated a shrub bed or sod, shall be planted with the specified native grass seed.
- 2. The contractor shall maintain positive drainage away from all walls and walkways. Fine grading shall be approved prior to planting.
- 3. The Landscape Plan shall be reviewed on site prior to installation to ensure planting meets the intent of the design guidelines and Town of Minturn standards.
- 4. See Civil Engineering sheets for final grading and drainage.
- 5. Snow Storage area shall be a min. of 25% of all driveway and parking areas.

Revegetation Notes:

- 1. Seed shall be broadcast and raked to ¼" depth.
- 2. Apply Biodegradable Green Dyed-Wood Celluose-Fiber Mulch to all seeded Areas at a rate of 20 lbs. per 1,000 s.f.
- 3. Prior to seeding, apply min. 6" topsoil, 10 lbs./1,000 s.f. Superphosphate and 40 lbs./1,000 s.f. Biosol Complete Fertilizer.

Fire Mitigation Recommendations:

- 1. Zone 1 (15' from building and integral planting): no highly flammable plants, such as evergreen trees and shrubs should be planted within 15' of the structure or attachments.
- 2. Zone 2 (70' from building and Integral planting): a 10' crown separation must be maintained for all evergreen trees and shrubs over 4' height. A 4' crown separation must be maintained for evergreen shrubs under 4' height.
- 3. Plants listed on forest service publication 6.305 FireWise Plant Material can be used in any zone.
- 4. Existing junipers within Zone 1 and Zone 2 must be limbed ½ of their total height, but no more than 10' height.
- 5. Dead limbs shall be removed from all existing Serviceberry within Zone 1 or Zone 2.
- 6. If necessary, final existing vegetation to be limbed or removed for fire mitigation purposes will be subject to the constraints of the final unit site plans and reviewed on site with a representative from the Town of Minturn on a unit by unit basis prior to construction.

LEGEND & IRRIGATION CALCULATIONS:		
Permanent Irrigation		Square Footage of Irrigation
	Permanent Pop-Up Spray Irrigation For Bluegrass Sod	307 SF
	Permanent micro-spray or drip irrigation for perennial beds	13 PERENNIALS x 1 SF = 13 SF
	Permanent Drip Irrigation For B&B Trees	5 TREES x 4.5 SF = 23 SF
	Permanent Drip Irrigation For 5 gal. Shrubs & Grasses	18 SHRUBS x 3 SF = 54 SF
		TOTAL PERMANENT IRRIGATED AREA: 397 SF
	Temporary Spray Irrigation For Native Seed	414 SF

IRRIGATION NOTES:

- 1. DESIGN CRITERIA: DESIGN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM TO UNIFORMLY IRRIGATE ALL PLANTING AREAS. ZONE IRRIGATED SOD, NATIVE SEED GRASS, AND SHRUB PLANTING AREAS SEPARATELY. PROVIDE DRIP IRRIGATION FOR SHRUB BEDS. PROVIDE MICRO-SPRAY HEADS OR DRIP IRRIGATION, DEPENDING ON PLANT MATERIAL, IN PERENNIAL AND GROUNDCOVER BEDS. DESIGN ROTORS FOR TURF GRASS AREAS MORE THAN 40' WIDE, AND POP-UP SPRAY HEADS FOR AREAS LESS THAN 40' WIDE.
- 2. ALL TREES AND SHRUBS TO BE DRIP IRRIGATED.

ALL DISTURBED AREAS SHALL BE SEEDED WITH:

'DRY NATIVE MOUNTAIN' SEED MIX

THIS SEED MIX HAS BEEN CHOSEN FOR THE SPECIFIC PROJECT LOCATION AND ELEVATION. LANDSCAPE INSTALLER SHALL NOT DEViate FROM THIS REVEGETATION SEED MIX WITHOUT WRITTEN APPROVAL FROM THE RESORT CONCEPTS SITE MANAGER.

COMMON NAME	SEEDING RATE % MIX	BULK LBS PER ACRE
SANDBERG BLUE	10%	5.00
MOUNTAIN BROME	20%	10.00
SLENDER WHEATGRASS	15%	7.50
BLUEBUNCH WHEATGRASS	10%	5.00
ROCKY MOUNTAIN FESCUE	10%	5.00
THICKSPIKE WHEATGRASS	15%	7.50
BOTTLEBRUSH SQUIRRELTAIL	2.5%	1.25
STREAMBANK WHEATGRASS	15%	7.50
PRAIRIE JUNGGRASS	2.5%	1.25
TOTAL LBS./ACRE	100%	50

NOTES:

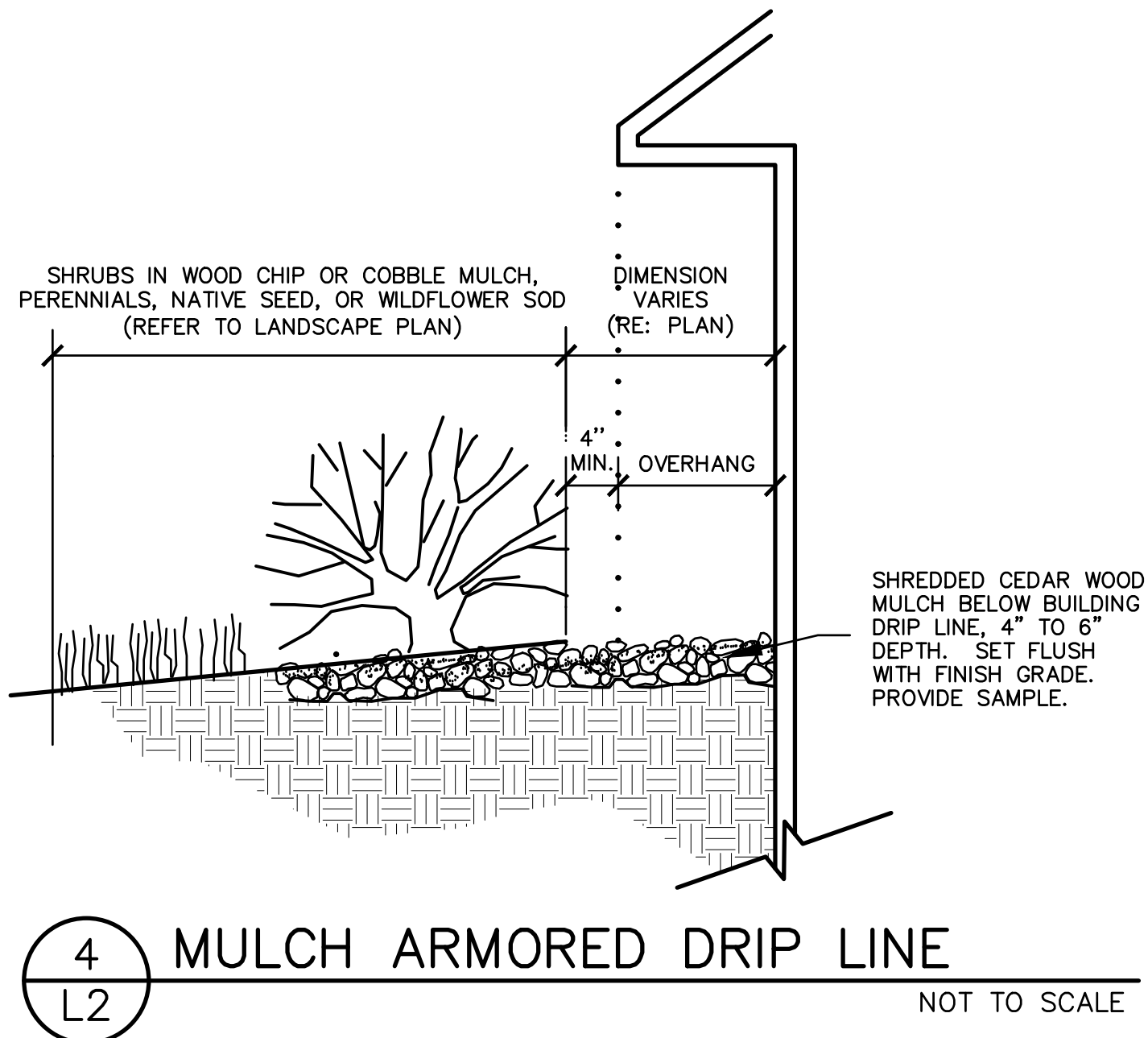
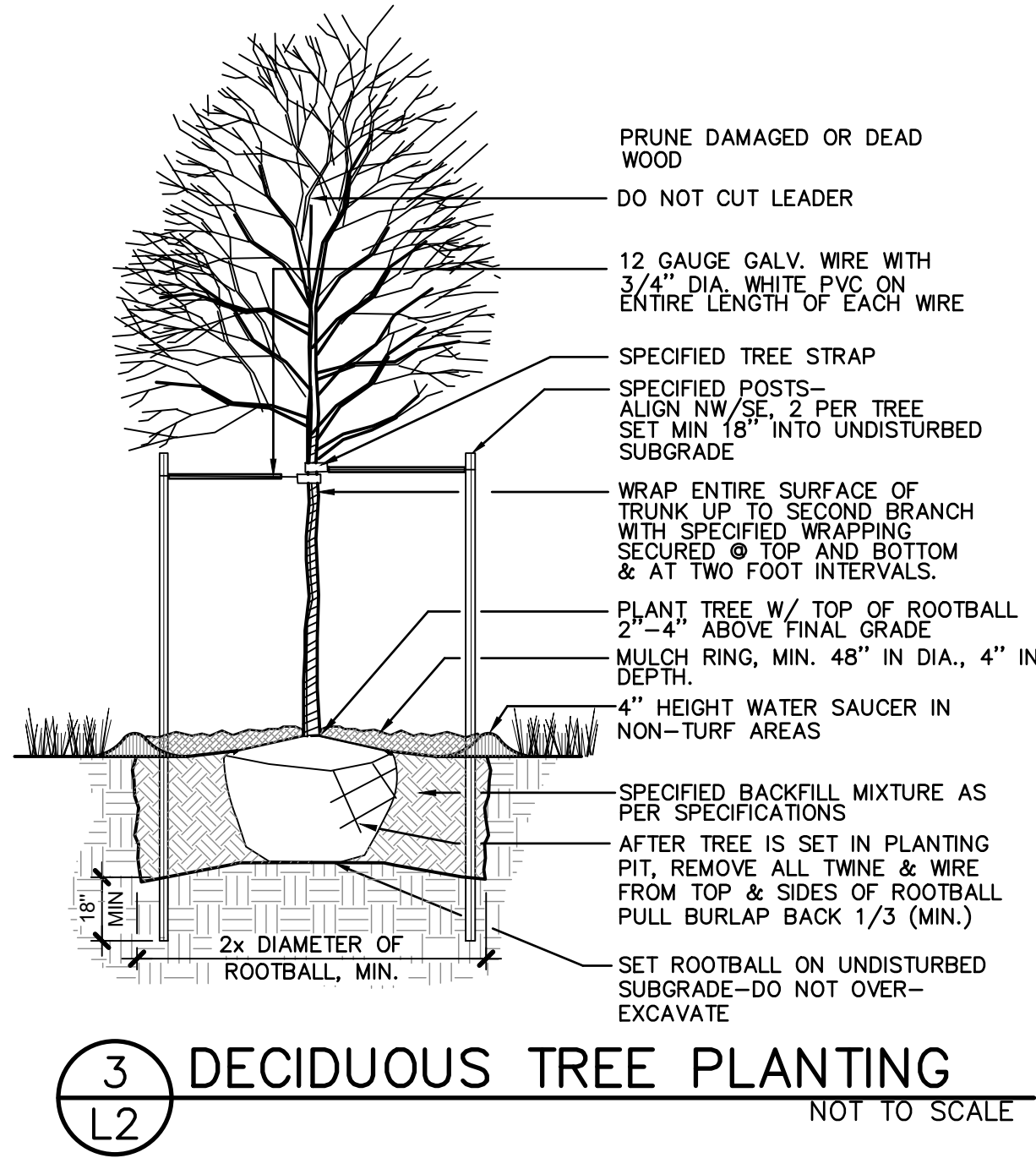
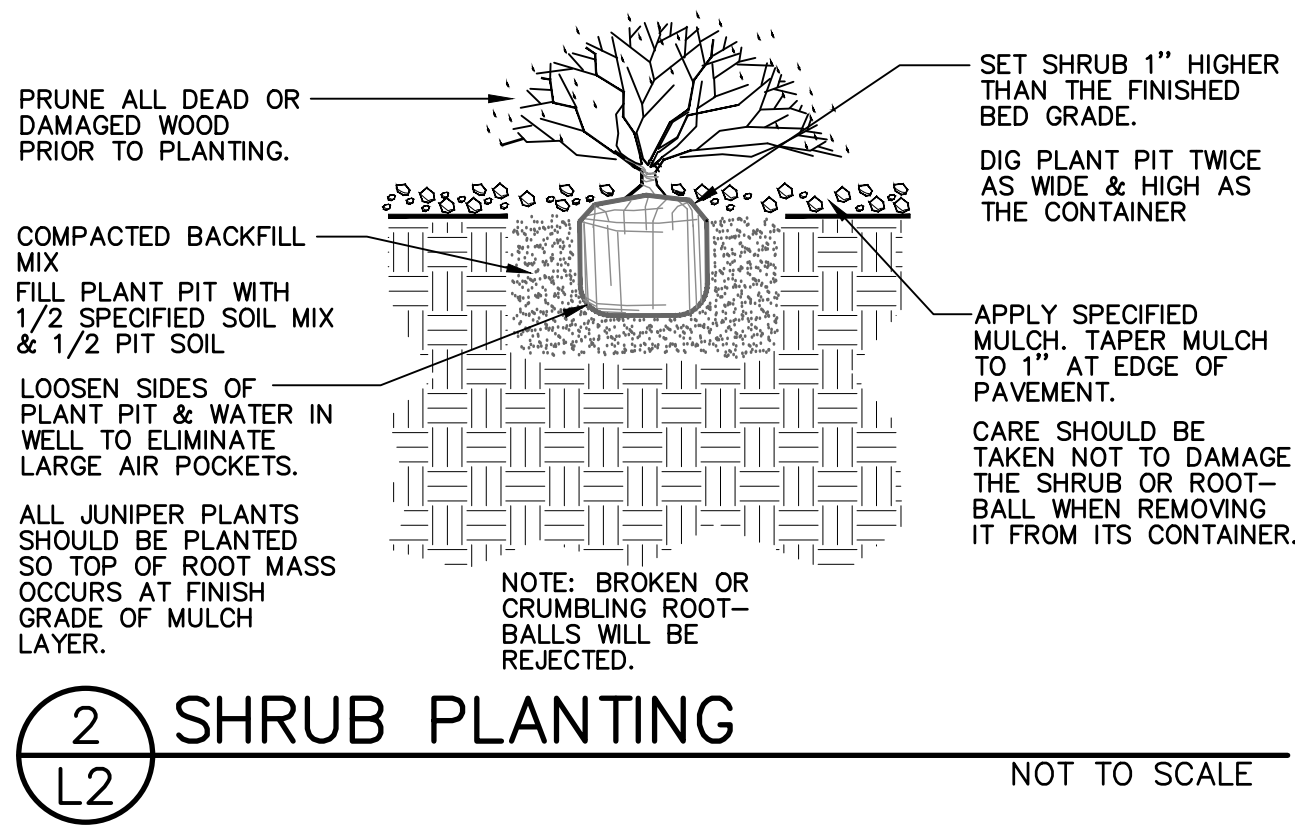
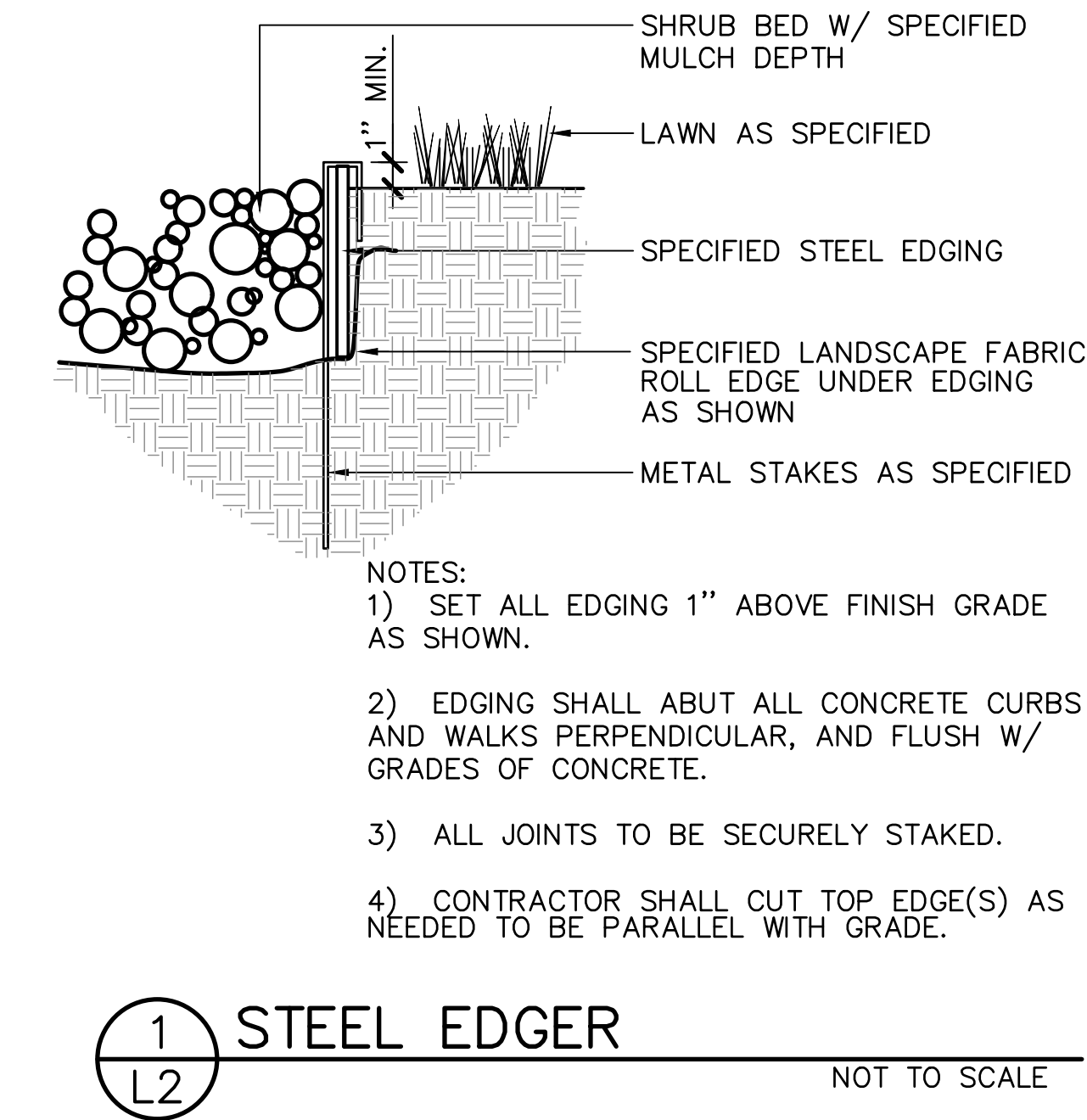
PERCENTAGES OF MIXES VARY YEAR-TO-YEAR DEPENDING ON HARVEST OF SEEDS. HYDROSEED OR HAND BROADCAST: 1 LB. PER 1,000 SQ. FT. OR 50 LBS. PER ACRE. RAKE IN ¼" DEEP AND IRRIGATE, IF POSSIBLE UNTIL ESTABLISHED. 'DRY NATIVE MOUNTAIN' SEED MIX IS AVAILABLE FROM PAWNEE BUTTES SEED INC., 605 25TH STREET, GREELEY, CO 80632. PHONE: 1-800-782-5947 WEBSITE: PAWNEEBUTTESSEED.COM

PROPOSED PLANT MATERIALS LIST

Note: All plant material has been chosen from the CSU Extension Office recommended plant lists. These lists have been cross referenced to find suitable plants for the elevation of Minturn (10,000 ft and above), and also to maximize use of plants native to the area, low-water use plants, and plants that enhance habitat and food sources for insects, butterflies, birds and other animals. The cross referenced lists are the following:

- CSU Extension, Fire Wise Plant Materials - 6.305
- CSU Extension, Trees and Shrubs for Mountain Areas - Fact Sheet No. 7.423
- CSU Extension, Low-Water Native Plants for Colorado Gardens, Mountains 7,500' and Above - CO Native Plant Society
- CSU Extension, Native Trees for Colorado Landscapes - Fact Sheet No. 7.421
- CSU Extension, Native Shrubs for Colorado Landscapes - Fact Sheet No. 7.422

QUAN.	COMMON/ BOTANICAL NAME	FIRE MITIGATION ZONE	SIZE	COMMENTS
DECIDUOUS TREES				
3	Quaking Aspen Populus tremuloides	1 & 2	1.5" cal.	Specimen quality B&B, guyed
2	Quaking Aspen Populus tremuloides	1 & 2	2.5" cal.	Specimen quality B&B, guyed
PERENNIAL GROUNDCOVERS (planted @ 12" O.C. spacing)				
6	Kinnikinnick Arctostaphylos uva-ursi	1 & 2	1 gal.	Container Full, 5 canes minimum
PERENNIAL FLOWERS (planted @ 12" O.C. spacing)				
7	Bluemist Penstemon Penstemon virens	1 & 2	Flats of 15	
DECIDUOUS SHRUBS				
3	Colorado Dogwood Cornus sericea coloradense	1 & 2	5 gal.	Container, 5 canes minimum 24"-36" ht.
1	Dark Purple Lilac Syringa vulgaris 'Yankee Doodle'	1 & 2	5 gal.	Container, 5 canes minimum 24"-36" ht.
3	Twinberry Honeysuckle Lonicera involucrata	1 & 2	5 gal.	Container, 5 canes minimum 24"-36" ht.
3	Waxflower Jamesia americana	1 & 2	5 gal.	Container, 5 canes minimum 24"-36" ht.
8	Woods Rose Rosa woodsii	1 & 2	5 gal.	Container, 5 canes minimum 12"-18" ht.





**Know what's below.
Call before you dig.**

LANDSCAPE ARCHITECT:
TOMINA TOWNSEND, LA
PO BOX 3000, PMB 301
EDWARDS, CO 81632
P. 303.572.7876
TTownsend@ResortConceptsCO.com

MINTURN NORTH P.U.D.

LOT 37-LANDSCAPE PLAN

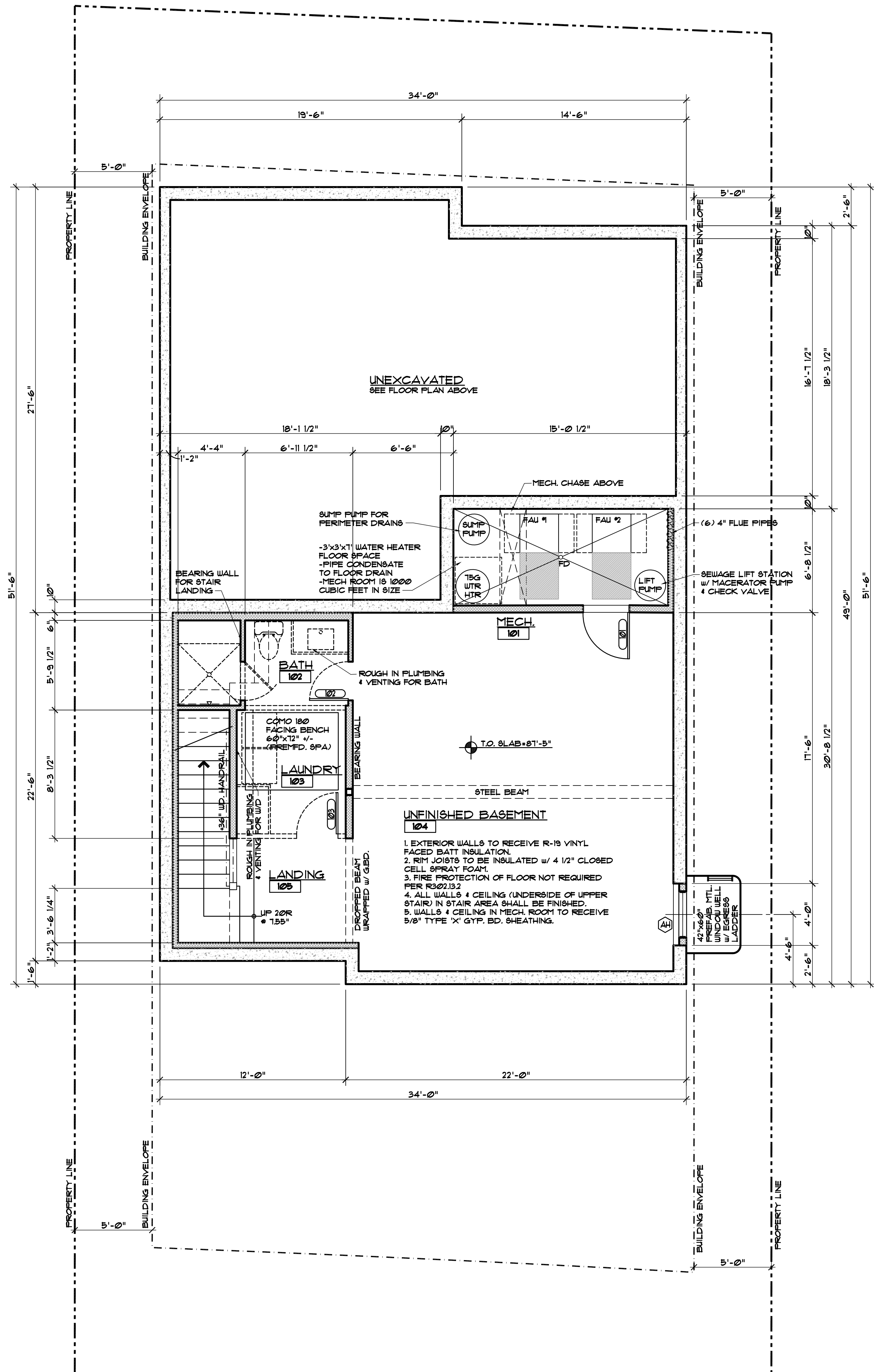
TOWN OF MINTURN, COLORADO

DESIGNED: TT
DRAWN: TT
CHECKED: RH
DATE: June 12, 2025
REVISIONS:

DRB SUBMITTAL

SHEET TITLE:
LANDSCAPE
NOTES & DETAILS

SCALE: NOT TO SCALE
SHEET NUMBER:
L2



- GENERAL NOTES:**
1. ALL DIMENSIONS ARE TO FACE OF STUD, FACE OF CONCRETE OR CENTER OF POSTS, UNLESS NOTED OTHERWISE.
 2. TOP OF WALL HEIGHTS EQUAL TOP OF FLAT PLATE OR LOWER POINT ON BEVELED WALL PLATES.
 3. DO NOT SCALE DRAWINGS. NOTIFY ARCHITECT IMMEDIATELY UPON FINDING ANY DISCREPANCIES IN DOCUMENTS.
 4. ALL WORK SHALL COMPLY WITH STATE & LOCAL CODES AND ORDINANCES, BE BUILT TO INDUSTRY STANDARDS AND BE PERFORMED TO THE HIGHEST LEVEL OF CRAFTSMANSHIP.
 5. VERIFY ALL FINISHED FLOOR THICKNESS FOR DETERMINING MOUNTING HEIGHTS, STAIR CONSTRUCTION, ETC. (3/4" SHOWN ON PLANS MAY VARY).
 6. CABINET LAYOUT, APPLIANCE SPECIFICATIONS, AND ELECTRICAL/LOW VOLTAGE REQUIREMENTS & LOCATIONS NEED TO BE VERIFIED BY GENERAL CONTRACTOR PRIOR TO INSTALLATION.
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 10. REFER TO WINDOW MANUFACTURER SHOP DRAWINGS FOR EXACT ROUGH OPENINGS FOR ALL DOORS & WINDOWS. NOTIFY ARCHITECT IMMEDIATELY WITH ANY ISSUES REGARDING HEADERS AND/OR POSTING.
 11. ALL INTERIOR DRYWALL IS 5/8" GYPSUM BOARD, UNCO.
 12. 5/8" FIBER-REINFORCED GYPSUM PANELS OR FIBER-CEMENT BACKER BOARD SHALL BE INSTALLED IN ALL WET LOCATIONS BEHIND TILE.
 13. 5/8" GYPSUM BOARD ON CEILING FRAMING AT 24" O.C. MUST BE INSTALLED PERPENDICULAR TO FRAMING MEMBERS.

LOWER LEVEL PLAN

1/4" = 1'-0"

131 SF UNFINISHED + 95 SF MECH

ISSUED

#	DATE	BY	COMMENTS
1			
2			
3			
4	6-12-25	DUE	DREB SUBMITTAL SET

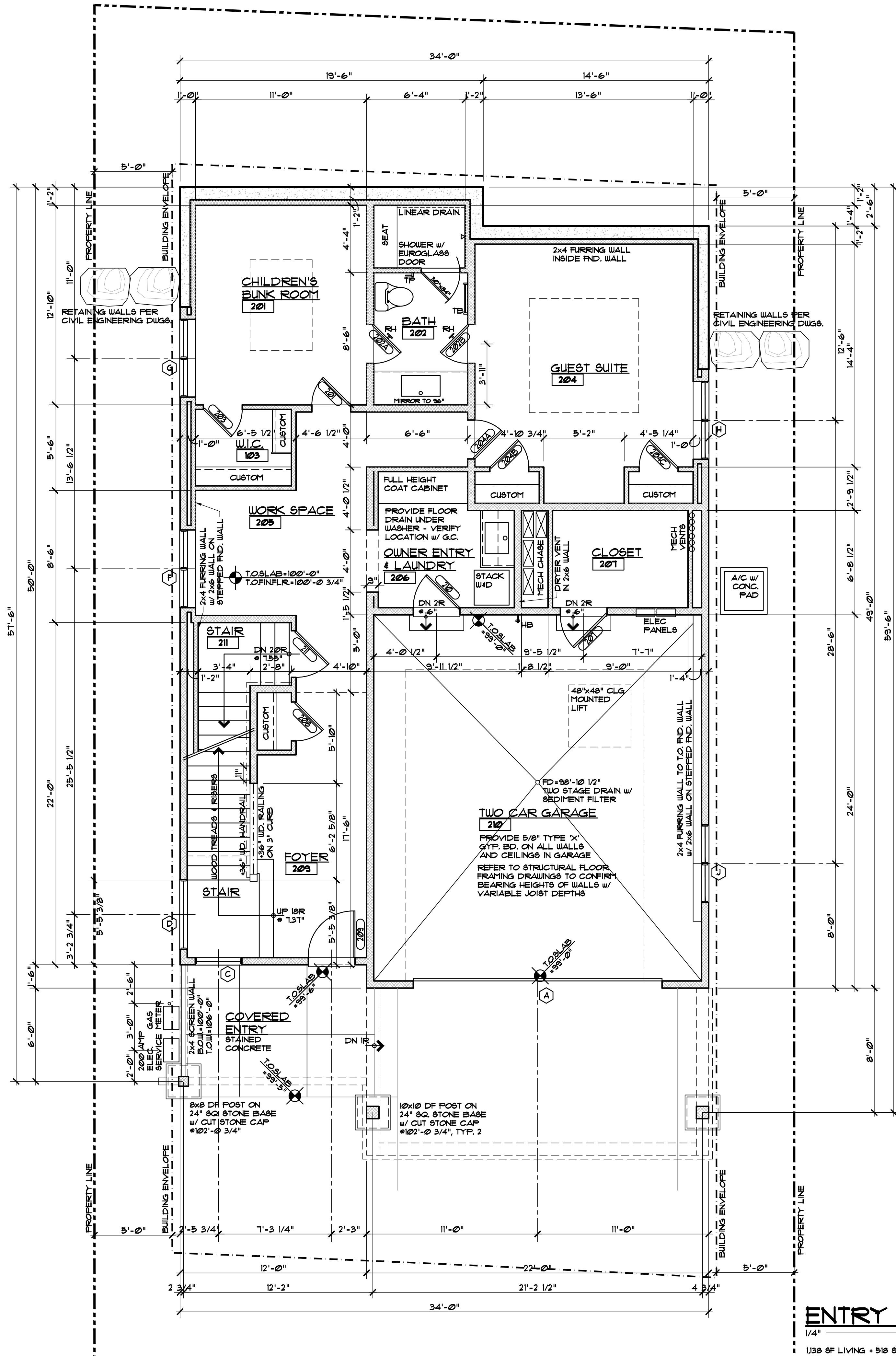
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PROJECT NO: 2412-22 L37

DOUEIHI/STEWART
18 SILVER STAR TRAIL
LOT 37, MINTURN NORTH
MINTURN, COLORADO

RESORT CONCEPTS
225 MAIN STREET, SUITE C-101
EDWARDS, COLORADO
(970) 926-1720

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PO BOX 798 KREMMLING, CO 80459
(970) 724-3411 CELL: (970) 409-9790
don.egg@eggarchitecture.com



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13. 5/8" GYPSUM BOARD ON CEILING FRAMING AT 24" O.C. MUST BE INSTALLED PERPENDICULAR TO FRAMING MEMBERS.

ENTRY LEVEL PLAN
1/4" = 1'-0"

1,338 SF LIVING + 518 SF GARAGE

ISSUED

#	DATE	BY	COMMENTS
1			
2			
3			
4	6-12-25	DUE	DREB SUBMITTAL SET

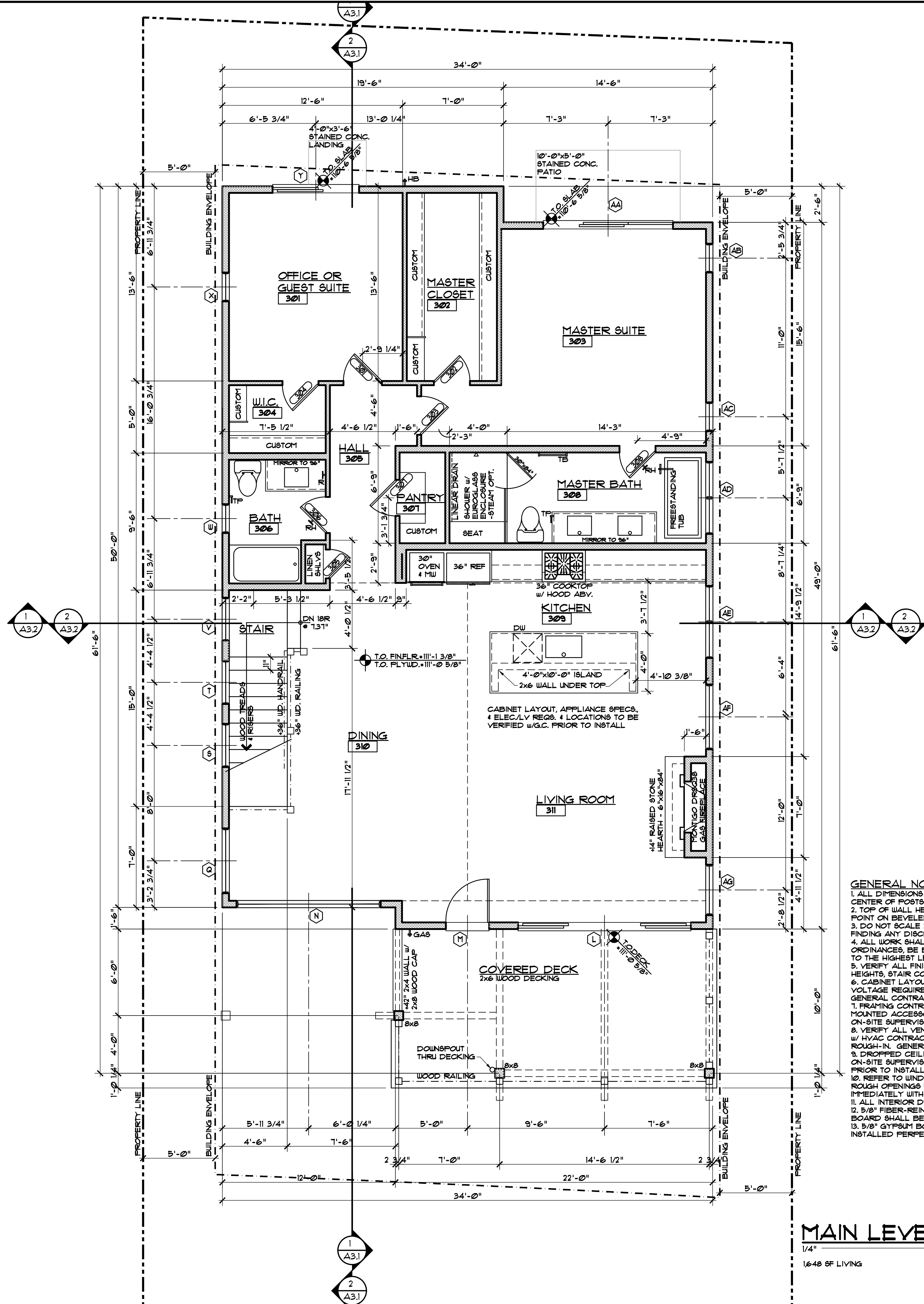
PROJECT NO: 2412-22 L37

DOUEIHI/STEWART
18 SILVER STAR TRAIL
LOT 37, MINTURN NORTH
MINTURN, COLORADO

RESORT CONCEPTS
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A1.2



MAIN LEVEL PLAN

1/4" = 1'-0"
1648 SF LIVING

- GENERAL NOTES:
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ISSUED

#	DATE	BY	COMMENTS
1			
2			
3			
4	6-12-25	DUE	DREB SUBMITTAL SET

DOUEIHI/STEWART
18 SILVER STAR TRAIL
LOT 37, MINTURN NORTH
MINTURN, COLORADO

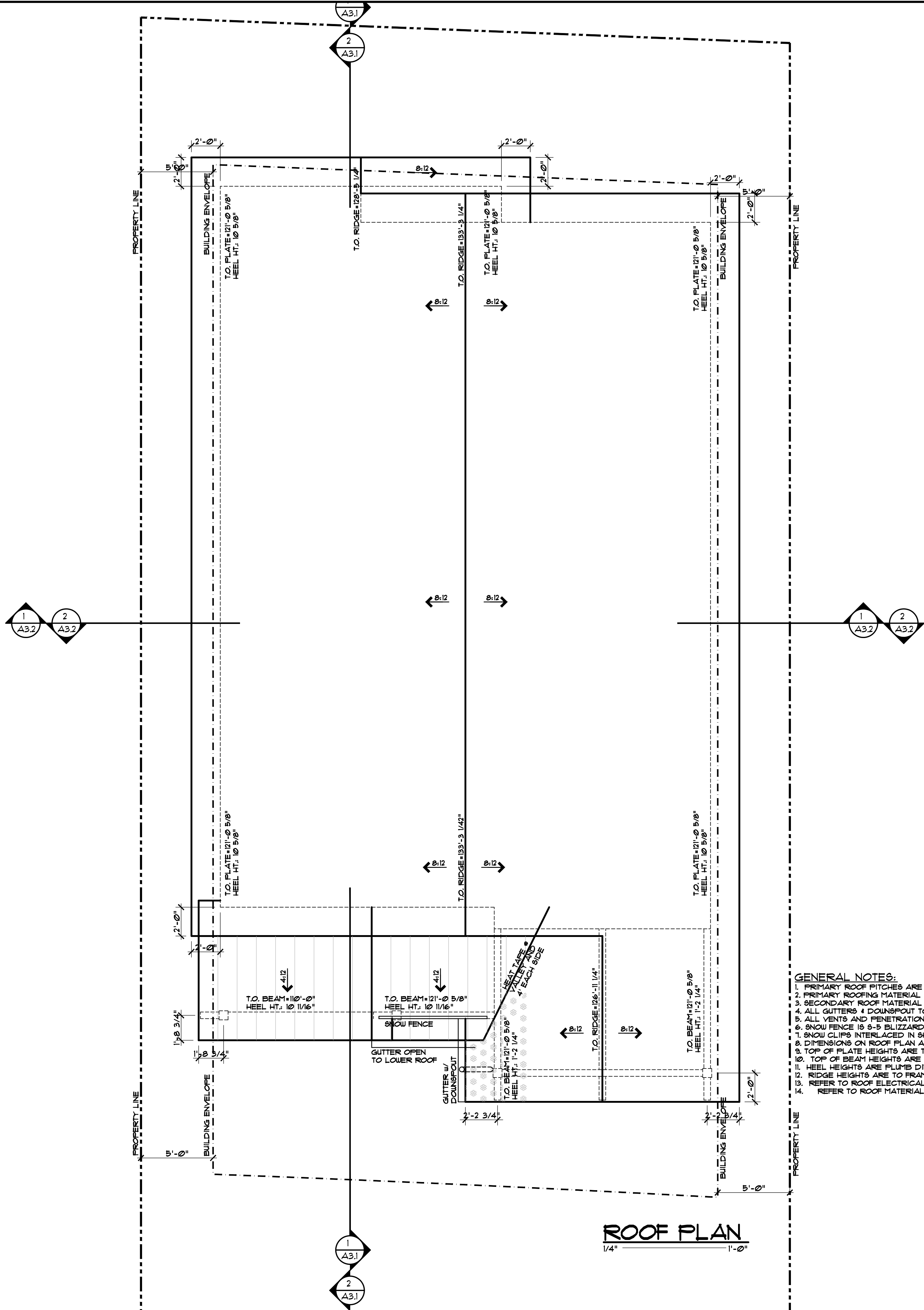
PROJECT NO: 2412-22 L37

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A1.3

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- GENERAL NOTES:**
1. PRIMARY ROOF PITCHES ARE 8:12, SECONDARY ROOF PITCHES ARE 4:12.
 2. PRIMARY ROOFING MATERIAL IS CERTAINTEE BELMONT IR ASPHALT SHINGLES.
 3. SECONDARY ROOF MATERIAL IS STANDING SEAM METAL.
 4. ALL GUTTERS & DOWNSPOUT TO MATCH METAL ROOF COLORS AND HAVE HEAT TAPE TO DAYLIGHT.
 5. ALL VENTS AND PENETRATIONS TO BE PAINTED MATTE BLACK.
 6. SNOW FENCE IS 8-5 BLIZZARD II DOUBLE PIPE w/ 8-5-8 CLAMPS by ROCKY MOUNTAIN SNOW GUARDS.
 7. SNOW CLIPS INTERLACED IN SHINGLES WHERE HATCHED. CLIPS TO MATCH COLOR OF ROOFING.
 8. DIMENSIONS ON ROOF PLAN ARE FACE OF STUD OR CENTER OF POST/BEAM TO FACE OF FINISHED FASCIA.
 9. TOP OF PLATE HEIGHTS ARE TO TOP OF FLAT PLATE OR LOW POINT OF BEVELED BEAM.
 10. TOP OF BEAM HEIGHTS ARE TO TOP OF FLAT BEAM OR HIGH POINT OF BEVELED BEAM.
 11. HEEL HEIGHTS ARE PLUMB DIMENSION AT OUTSIDE FACE OF BEARING.
 12. RIDGE HEIGHTS ARE TO FRAMING MEMBERS, NOT ROOF SHEATHING.
 13. REFER TO ROOF ELECTRICAL PLAN FOR CLEAR ROOF REQUIREMENTS PER I.E.C.C.
 14. REFER TO ROOF MATERIAL MANUFACTURER'S DOCUMENTS FOR ALL ROOF PENETRATION DETAILS.

ISSUED

#	DATE	BY	COMMENTS
4	6-12-25	DUE	DRE SUBMITTAL SET

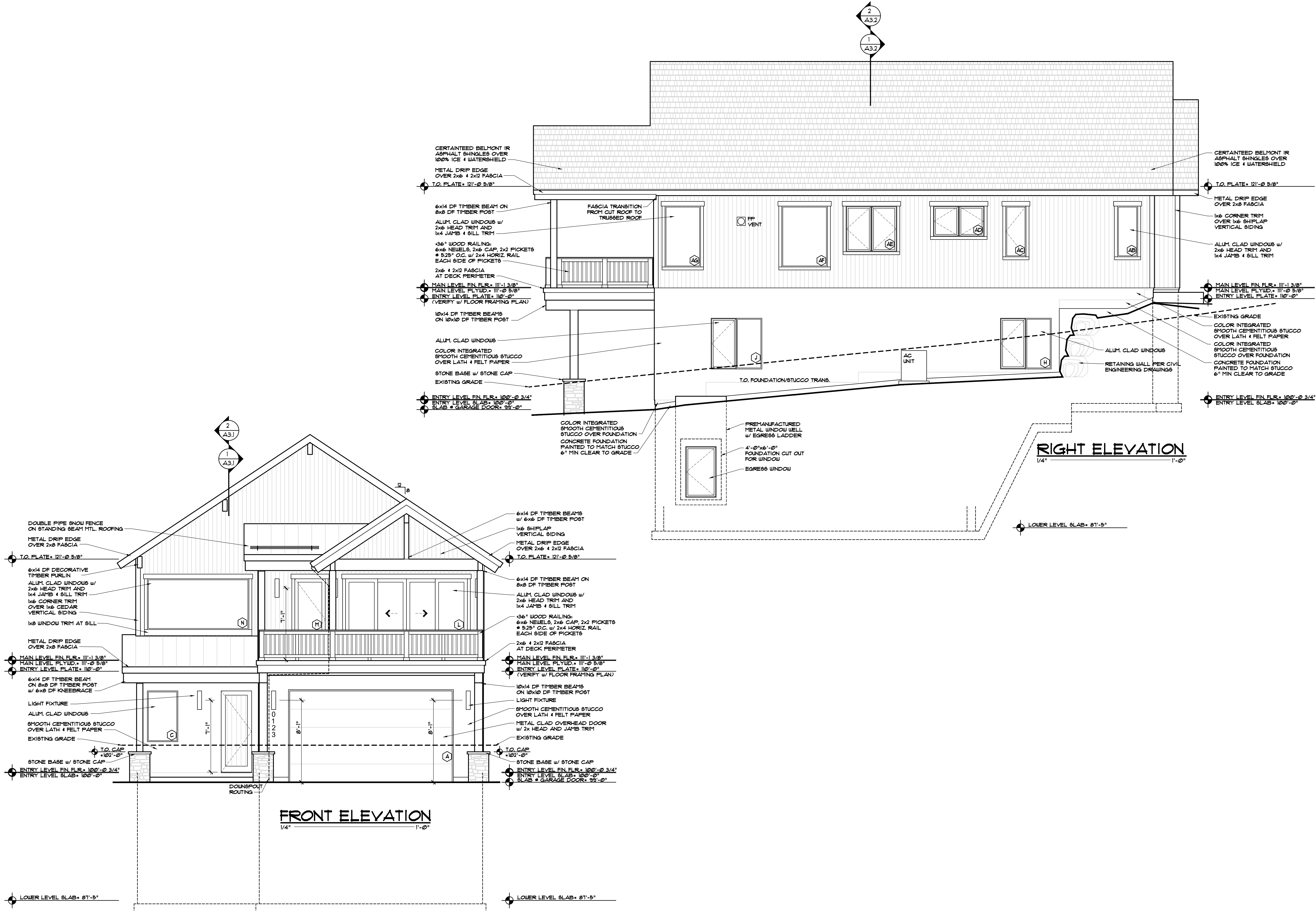
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PROJECT NO: 2412-22 L37

DOUEIHI/STEWART
18 SILVER STAR TRAIL
LOT 37, MINTURN NORTH
MINTURN, COLORADO

RESORT CONCEPTS
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EDWARDS, COLORADO
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don.eggars@eggersarchitecture.com



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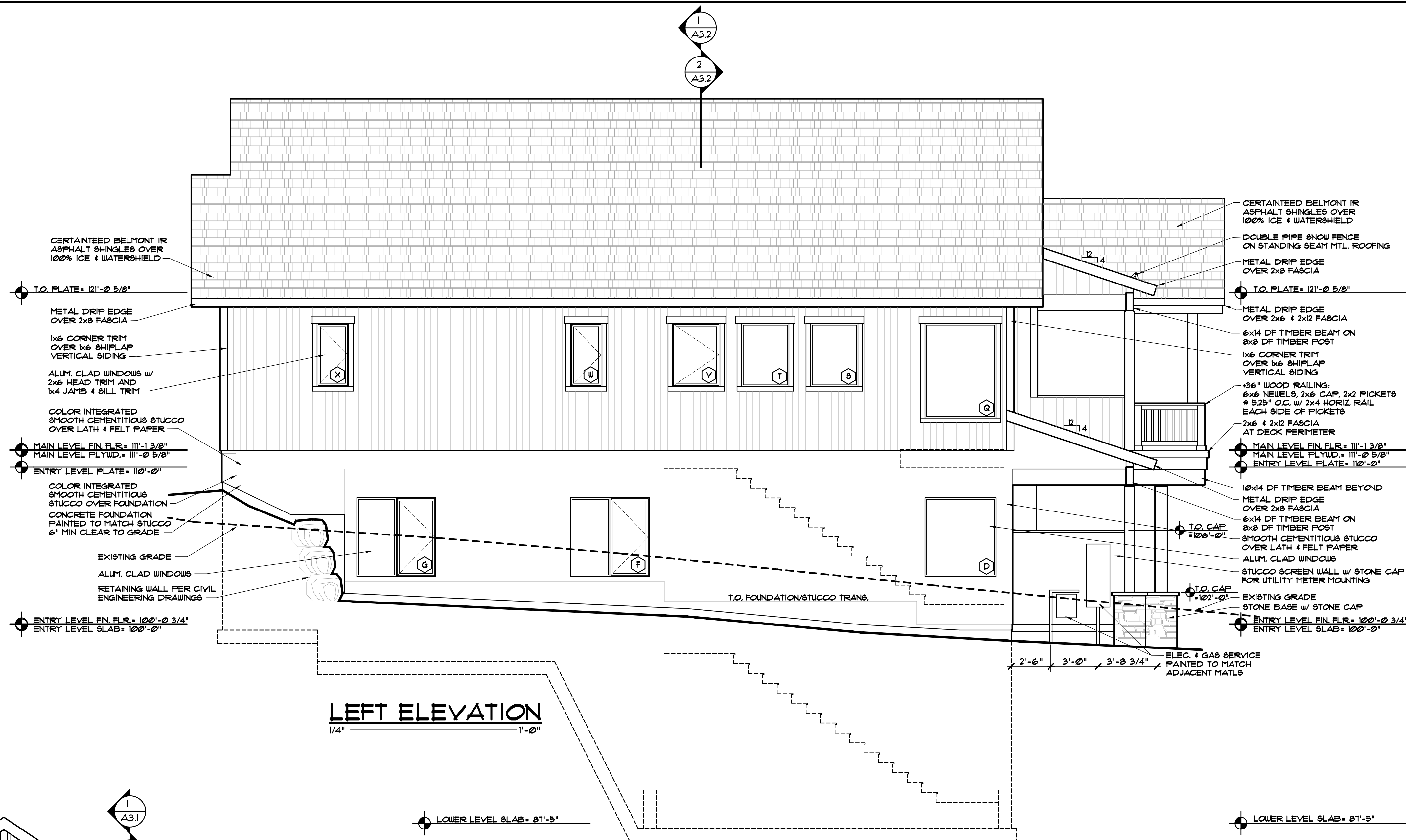
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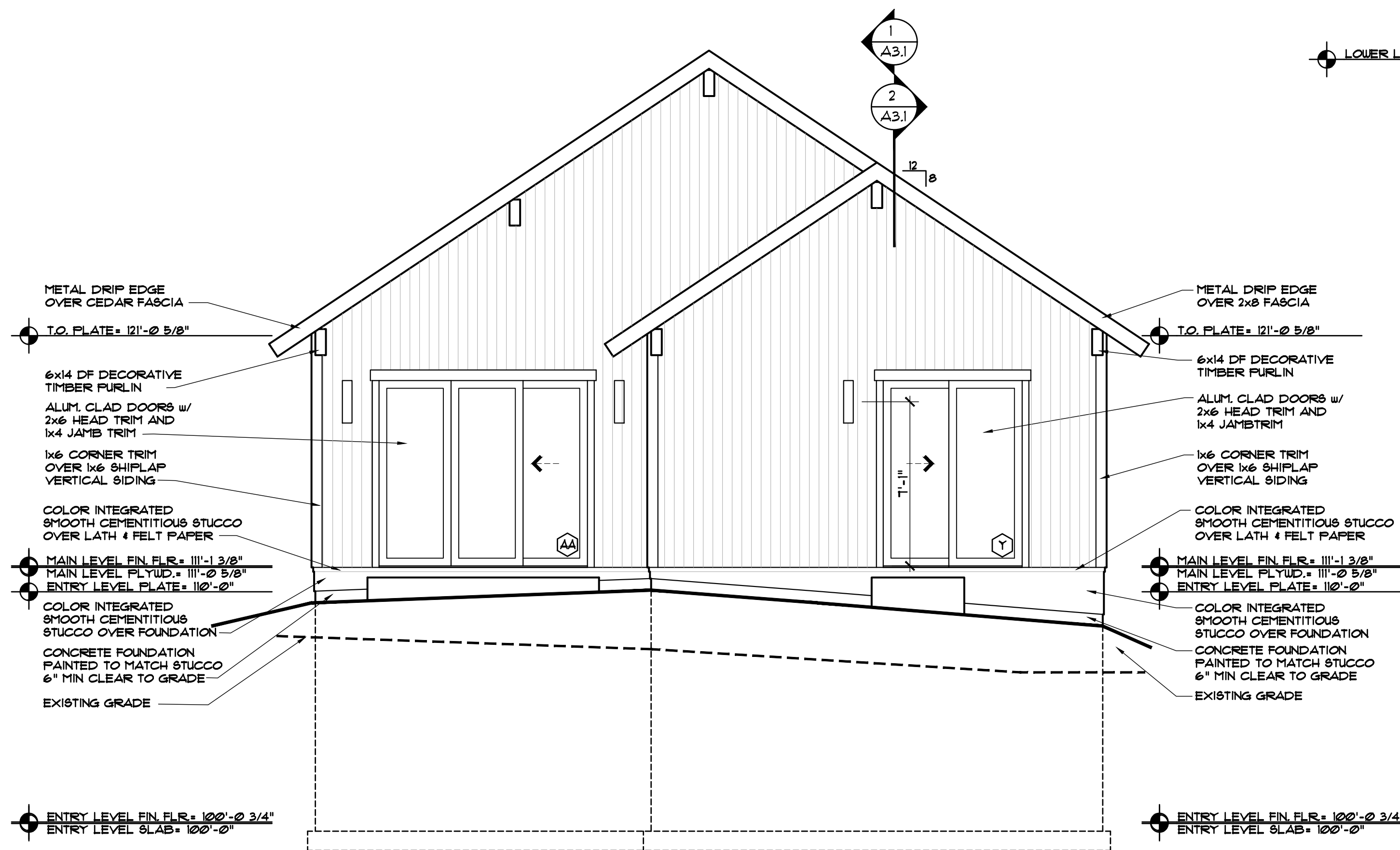
PROJECT NO: 2412-22 L37

#	DATE	BY	COMMENTS	#	DATE	BY	COMMENTS
4	6-12-25						

A2.1



LEFT ELEVATION



REAR ELEVATION

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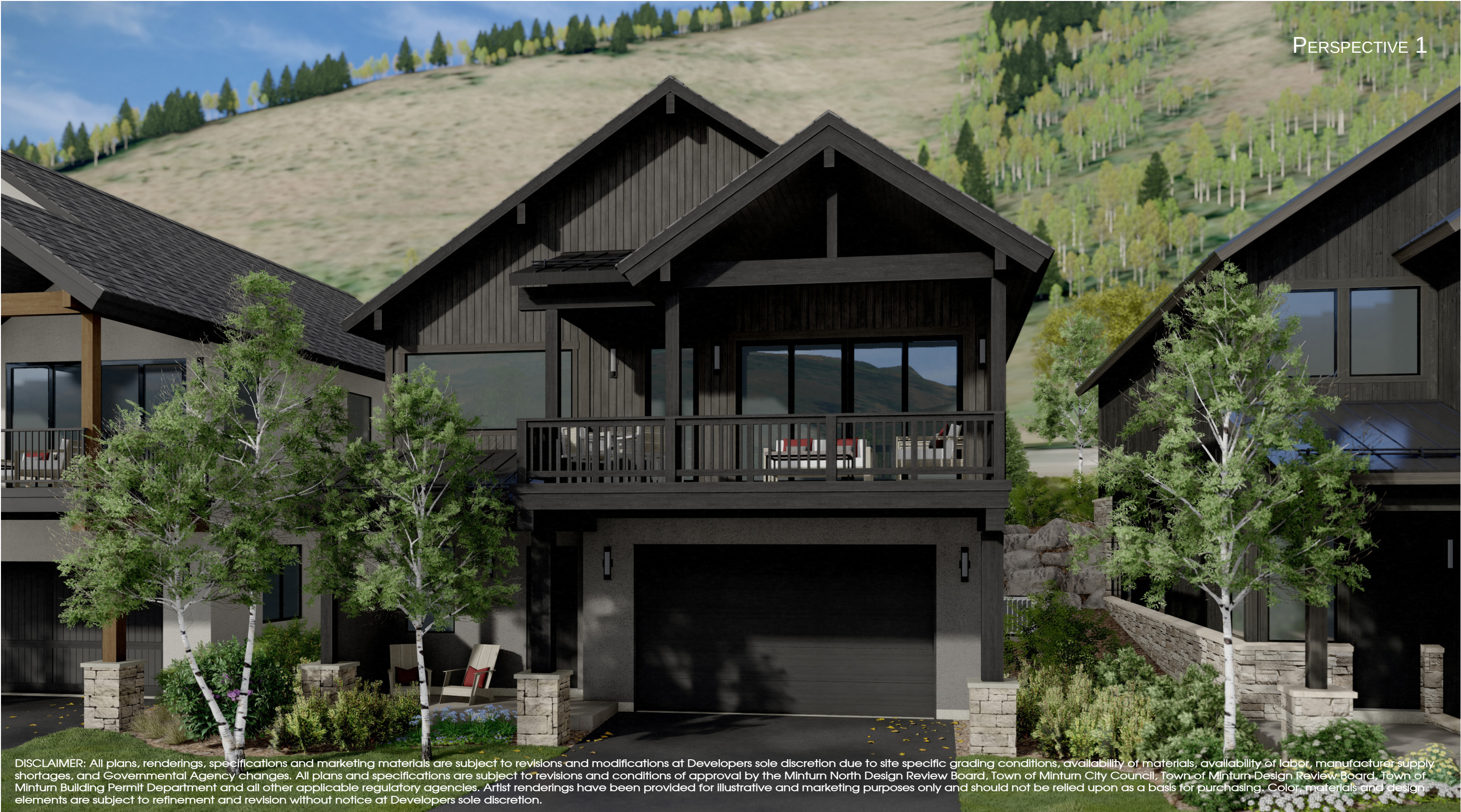
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PROJECT NO: 2412-22 L37

#	DATE	BY	COMMENTS
4	6-12-25	DUE	DREB SUBMITTAL SET

ISSUED

A2.2



DISCLAIMER: All plans, renderings, specifications and marketing materials are subject to revisions and modifications at Developers sole discretion due to site specific grading conditions, availability of materials, availability of labor, manufacturer supply shortages, and Governmental Agency changes. All plans and specifications are subject to revisions and conditions of approval by the Minturn North Design Review Board, Town of Minturn City Council, Town of Minturn Design Review Board, Town of Minturn Building Permit Department and all other applicable regulatory agencies. Artist renderings have been provided for illustrative and marketing purposes only and should not be relied upon as a basis for purchasing. Color, materials and design elements are subject to refinement and revision without notice at Developers sole discretion.

MINTURN NORTH - LOT 37

EGGERS ARCHITECTURE, INC. AXIS DESIGN

DRB DESIGN REVIEW - 3D VIEWS
JUNE 12, 2025

RESORT CONCEPTS



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MINTURN NORTH - LOT 37

DRB DESIGN REVIEW - 3D VIEWS
JUNE 12, 2025

EGGERS ARCHITECTURE, INC. AXIS DESIGN

RESORT CONCEPTS



Terraces & Walkways
Stained Concrete



Exterior Stone
Colorado Buff



Siding
Stucco
Color: Custom Color



Vertical Siding
1"x8" – Butt Joint, Rough
Color: Custom Stain



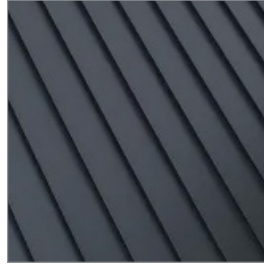
Columns, Fascia & Soffits
1"x8" – Butt Joint, Rough
Color: Custom Stain



Wood Columns per Plan
Color: Custom Stain



Roofing
Mfg: CertainTeed Belmont
Asphalt Shingles
Color: Black Granite



Roofing
Standing Seam Metal
Color: Matte Black



Garage Door
9'-0" x 18'-0" Insulated Metal
Color: Black



Windows and Doors
Mfg: Sierra Pacific
Color: Black



Exterior Lighting
Mfg: Hinkley Mist 22" Sconce
Color: Black



Entry Door
Solid Wood
Color: Custom Stain



Entry Door Hardware
Ashley Norton Full Plate with
Helios Interior Lever
Color: Black

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



Minturn Planning Commission
Chair – Lynn Teach
Jeff Armistead
Michael Boyd
Amanda Mire
Eric Rippeth
Darell Wegert

Design Review Board Hearing

Final Plan Review for New Home – Changes to Approved Plans

0226 Miles End Lane

Hearing Date:	July 23, 2025
File Name and Process:	Single-Family Residence Changes to Approved Plans Review
Owner/Applicant:	Mikel Goicoechea & Stephanie Gullledge
Representative:	Taylor Hermes & Rick Hermes, Minturn North Construction Company
Legal Description:	Subdivision: MINTURN NORTH PUD Lot: 3
Address:	0226 Miles End Lane
Zoning:	Game Creek Character Area – Minturn North PUD 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, Mikel Goicoechea and Stephanie Gullledge, request Final Plan review of changes to approved plans for a new, four-bedroom, 4,253 (gross) square foot (last approved at 3,982 (gross) square feet) single-family residence located at 0226 Miles End Lane in the Game Creek Minturn North PUD Zone District. The Applicant's representatives, Taylor Hermes and Rick Hermes of the Minturn North Construction Company, have 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-story, four-bedroom structure with a maximum building height - measured to the midpoint of the roof – of 27 feet 5 and 3/8 inches (last approved at 27 feet 1 and 7/8 inches), under the maximum allowable 28-foot limit within the Game Creek Minturn North PUD 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.

Parking is adequate, with four off-street spaces, two of which are provided within the garage and two in front of the garage. The plans show the lower level with three bedrooms, garage, and entertainment lounge, and the main level has the master suite, primary living area, and a “Zoom” room that could double as a bedroom.

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 0226 Miles End Lane meet or can be revised to meet the required findings 'a,' 'b,' and 'c' or subparagraph 3 – *Necessary findings*.

III. Zoning Analysis:

Zoning

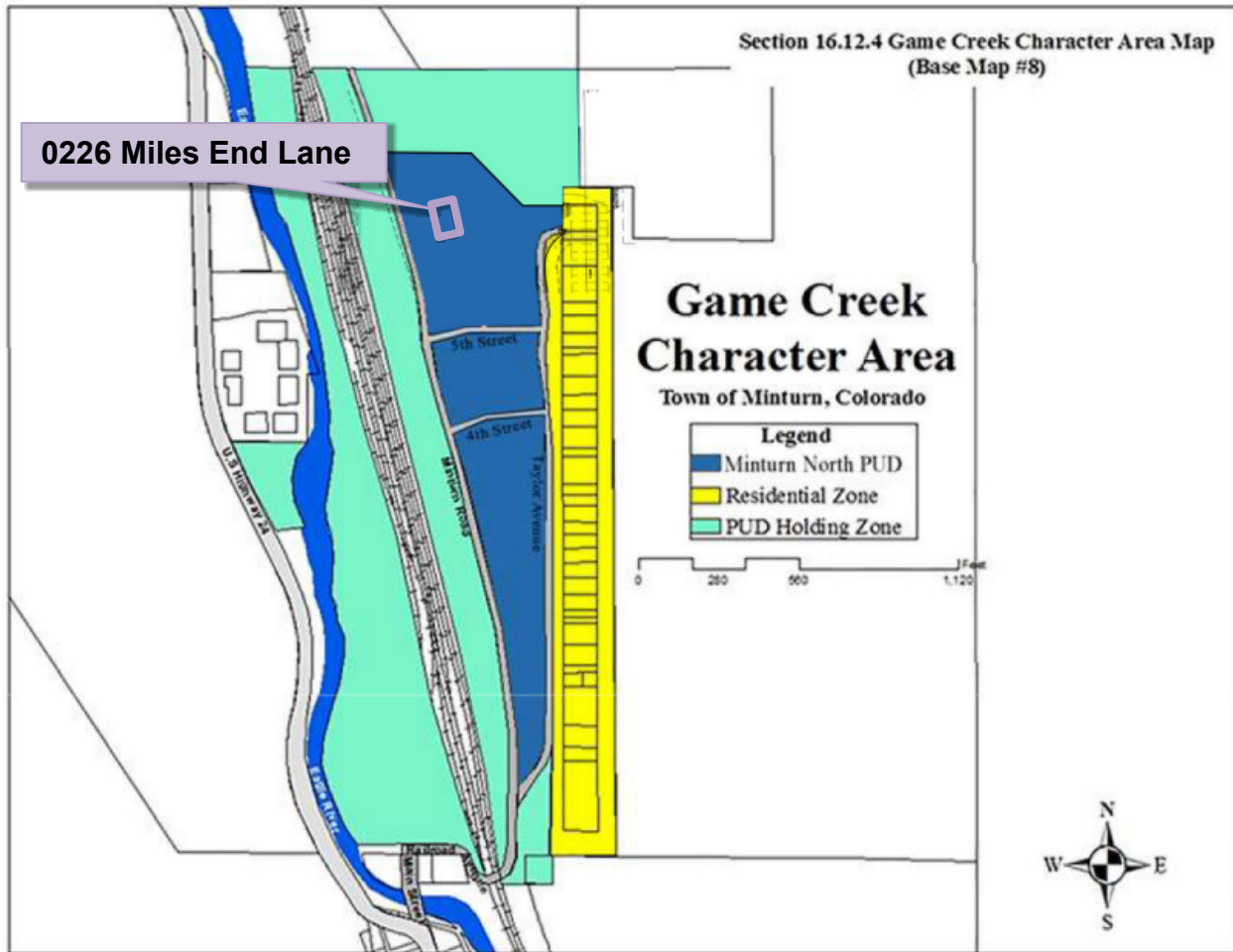
The subject property is located within the “Game Creek Character Area” Minturn North PUD Zone District Planning Area 1 (PA-1), described as follows:

“The primary intent of this Planning Area is to create a market rate single-family residential use zone surrounded by common area and open space.”

- Ordinance No. 15 – Series 2023 Minturn North PUD Guide

Rest of page left intentionally blank

Figure 1: Game Creek 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 the approved Final Development Plan for the Minturn North PUD.

Regulation	Allowed/Required	Proposed/Existing
Minimum Lot Area:	8,407.08 sq. ft.	8,407.08 sq. ft. (.193 ac.)
Maximum Building Height:	28 feet	<u>27 feet – 5 3/8 inches</u>
Minimum Front Setback:	20 feet	20 feet
Minimum Side Setback:	5 feet	5 feet

Minimum Rear Setback:	10 feet	10+ feet
Maximum Lot Coverage:	50% (4,203.54 sq. ft.)	<u>3,061 sq. ft. (36.41%) Proposed</u>
Maximum Impervious Coverage:	60% (5,044.25 sq. ft.)	<u>3,798 sq. ft. (45.18%) Proposed</u>
Minimum Snow Storage Area:	5% of Lot Area (8,407.08 sq. ft. x .05 = 420.35 sq. ft.)	<u>511 sq. ft.</u>
Parking:	4 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. Issues and Recommended Revisions:

Issues or Required Plan Revisions

Staff has identified no issues.

VI. Staff Recommendation:

Staff suggests that the Final Plans for 0226 Miles End Lane 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 Changes to Approved Plans.

June 29, 2025

Madison Harris
Town of Minturn Planner
PO Box 309
Minturn, CO 81645

Re: 226 Miles End Lane
Lot 3, Minturn North PUD
DRB Resubmittal Review
Project No. 24-0001

Dear Madison:

We reviewed the plans entitled “Giocoechea Residence; Lot 03, Minturn North, Minturn Colorado” dated June 14, 2024, by Eggers Architecture Inc. (Plans) included in the revised DRB application for Lot 3, Minturn North PUD. Please note the Plans are labeled “Building Permit Set”. Our review was for compliance with the engineering requirements of Section 16-21-615: Design Review applications of the Minturn Municipal Code (MMC).

MMC Section 16-21-615 Section C:

Section (C) (2) Boundary Survey:

Paragraphs a through e:

“Final Plat: Minturn North PUD” recorded March 4, 2024 (Reception No. 202402234) has been included as the Boundary Survey. This plat and associated title commitment were reviewed by the Town and the plat is suitable as the Boundary Survey for this application.

Paragraphs f through i:

Sheet C.7 of the “Minturn North PUD Overall Grading and Drainage Plan; Construction Plan Set 5/1/24” prepared by Boundaries Unlimited Inc. is included in the application. The Town issued a Grading Permit based on the Construction Plan Set and Sheet C.7 shows the grading and utilities underway at Minturn North. This plan reflects the basis for design, and fulfills the requirements of Paragraphs f through i.

Section (C) (3) Site Plan:

1. Sheet BH1 provides Building height information necessary for Planning Staff review.
2. The driveway for Lot 3 is approximately 8% and meets the requirements of MMC; Chapter 4 – Roadway Design & Technical Standards; Paragraph 1.03A. Maximum slope allowed for a driveway is 8% with 10% allowed on south facing slopes.

VAIL VALLEY OFFICE

30 Benchmark Road, Suite 216 | PO Box 978 | Avon, CO 81620

DENVER OFFICE

9618 Brook Hill Lane | Lone Tree, CO 80124

970.949.5072 | info@inter-mtn.net

Madison Harris

Re: 226 Miles End Lane
Lot 3, Minturn North PUD
DRB Resubmittal Review
Project No. 24-0001

Section (C) (4) Grading & Drainage Plan:

Sheet C1 of the Plans "*Lot 3 Minturn North PUD; Site Grading and Drainage Plan*" dated June 1, 2024, by Boundaries Unlimited presents the proposed site grading and drainage and fulfills Grading and Drainage Plan requirements.

Review by Inter-Mountain Engineering is for general conformance with Minturn Municipal Code requirements and is not a peer review. The Town and Inter-Mountain Engineering are relying on the work of the design professionals for review. Review by Inter-Mountain Engineering in no way relieves any responsibilities of design professionals associated with the project.

Please feel free to contact us if you have additional questions.

Respectfully,
Inter-Mountain Engineering (Town Engineer)



Jeffery M. Spanel PE

CC: Scot Hunn, Arnold Martinez



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: planner1@minturn.org

Project Name:

Minturn North – Goicoechea Residence

Project Location

Street Address: 0226 Miles End Lane

Zoning:

Residential

Parcel Number(s):

2103-262-30-003

Application Request:

DRB Modifications

Applicant:

Name: Taylor Hermes & Rick Hermes – Minturn North Construction Company, LLC

Mailing Address: PO Box 2633 Edwards, CO 81632

Phone: 970-926-1720

Email: THermes@ResortConceptsCO.com

Property Owner:

Name: **Mikel Goicoechea & Stephanie Gulledge**

Mailing Address: PO Box 7382 Boulder, CO 80306

Phone: 303-601-4618 (Mikel)

Email: MikelOnTheBeach@yahoo.com / StephGulledge@gmail.com

Required Information:

Lot Size: 0.193 ac	Type of Residence (Single Family, ADU, Duplex) SFH	# of Bedrooms 4	# On-site Parking Spaces 4
# of Stories: 2	Snow storage sq ft: 511 sf	Building Footprint sq ft: 3,061 sf	Total sq ft Impervious Surface: 3,798 sf

Signature:

6/18/25

Fee Paid: _____ Date Received: _____ Planner: _____

June 17, 2025
Town of Minturn Planning Commission
Attn: Madison Harris

RE: Goicoechea Residence
Lot 3 Minturn North – 0226 Miles End Lane, Minturn, CO 81645
Design Review Letter of Intent

Madison:

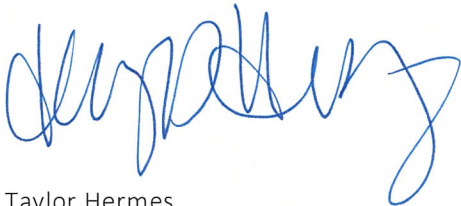
The attached submittal includes a single-family residence within the Minturn North neighborhood. The home is subject to the Minturn North PUD Guide, Town of Minturn Code and all pertinent documents approved by the Town Council.

The residence has been revised from the previous DRB approval in the following manner:

1. The home has been shifted 4' forward to be positioned closer to Miles End Lane.
2. The Main and Lower Levels have been expanded by 4' in the rear resulting in an increase in square footage of the residence.
3. Roof plan and building height revisions have occurred to accommodate the increase in square footage.

Should you have any questions or need clarifications, please don't hesitate to contact me.

Sincerely,



Taylor Hermes
512.468.3012

2021 IECC ENERGY COMPLIANCE			
CLIMATE ZONE: 6 COMPLIANCE PATH: PRESCRIPTIVE (R401.2)			
LOCATION	REQUIRED PER R402.1.3	R-VALUE PROVIDED	DESCRIPTION
CEILING	R-60	R-615	4 1/2" CLOSED CELL FOAM (R315) + 11" KRAFT FACED BATT8 (R300) R615
WOOD WALLS	R-30	R-30.35	2 1/2" CLOSED CELL FOAM (R15) + 3" BLOWN IN BLANKET (R2.85) R30.35
FLOOR	R-30	R-315	4 1/2" CLOSED CELL FOAM (R315)
EXT WALLS	R-15	R-21	3" CLOSED CELL FOAM (R21)
SLAB LESS THAN 12" BELOW GRADE	R-10 of 4 FT.	R-10	2" RIGID POLYSTYRENE BOARD VERTICAL FROM TOP OF SLAB TO 48" BELOW GRADE MIN.
FENESTRATION	U-0.30 SHGC-0.21	U-0.30 MIN	PER INDIVIDUAL WINDOW
GENERAL NOTES:	1. THE BUILDING THERMAL ENVELOPE INCLUDES ALL EXTERIOR WALLS, CANTILEVERED FLOOR AREAS, ROOFS, FOUNDATION WALLS AND GARAGE WALLS & ROOF. 2. THE VAPOR BARRIER IS A CLASS II SPRAY FOAM INSULATION PER R102.1J INSTALLED AT THE INSIDE FACE OF EXTERIOR SHEATHING. 3. ATTIC SPACES ARE INSULATED AT UNDERSIDE OF ROOF SHEATHING AND ARE UNVENTED. 4. ALL HOT WATER PIPING MUST BE INSULATED WITH MINIMUM R-3 INSULATION (R403.2.2). 5. THREE ADDITIONAL ENERGY EFFICIENCY REQUIREMENTS MUST BE PROVIDED (R402.5). REFER TO THE LIST BELOW FOR ADDED COMPLIANCE REQUIREMENTS. 6. A PERMANENT CERTIFICATE SHALL BE POSTED WITHIN THE MECHANICAL ROOM (R401.3). REFER TO THE LIST BELOW FOR ITEMS REQUIRED ON THE CERTIFICATE.		
ADDED ENERGY EFFICIENCY REQUIREMENTS (R402.5):	1. GREATER THAN OR EQUAL TO 95 AFUE NATURAL GAS FURNACE AND 16 SEER AIR CONDITIONER. 2. GREATER THAN OR EQUAL TO 0.82 EF FOSOL FUEL SERVICE WATER HEATING SYSTEM. 3. 100% OF DUCTS AND AIR HANDLERS LOCATED ENTIRELY WITHIN BUILDING THERMAL ENVELOPE. 4. 100% OF DUCT THERMAL DISTRIBUTION SYSTEM LOCATED IN CONDITIONED SPACE PER SECTION 403.3.2. 5. THE MEASURED AIR LEAKAGE RATE SHALL BE LESS THAN OR EQUAL TO 3.0 ACH50, WITH EITHER AN ERY OR HRY INSTALLED.		
CERTIFICATE LISTING REQUIREMENTS (R401.3):	1. The predominant R-values of insulation installed in or on ceilings, roofs, walls, foundation components such as slabs, basement walls, crawl space walls and floors and ducts outside conditioned spaces. 2. U-factors of fenestration and the solar heat gain coefficient (SHGC) of fenestration. Where there is more than one value for any component of the building envelope, the certificate shall indicate both the value covering the largest area and the area weighted average value if available. 3. The results from any required duct system and building envelope air leakage testing performed on the building. 4. The types, sizes, fuel sources, and efficiencies of heating, cooling and service water heating equipment. Where a gas-fired unvented room heater, electric furnace or baseboard electric heater is installed in the residence, the certificate shall indicate "gas-fired unvented room heater," "electric furnace" or "baseboard electric heater," as appropriate. An efficiency shall not be indicated for gas-fired unvented room heaters, electric furnaces and electric baseboard heaters. 5. Where on-site photovoltaic panel systems have been installed, the array capacity, inverter efficiency, panel tilt and orientation shall be noted on the certificate. 6. For buildings where an Energy Rating Index score is determined in accordance with Section R406, the Energy Rating Index score, both with and without any on-site generation, shall be listed on the certificate. 7. The code edition under which the structure was permitted, and the compliance path used. 8. The fuel sources for cooking and clothes drying equipment. 9. Where combustion equipment is installed, the certificate shall indicate information on the installation of additional electric infrastructure including which equipment and/or appliances include additional electric infrastructure, capacity reserved on the electrical service panel for replacement of each piece of combustion equipment and/or appliance. 10. Where a solar-ready zone is provided, the certificate shall indicate the location, dimensions, and capacity reserved on the electrical service panel.		

GOICOECHEA RESIDENCE

226 MILES END LANE

LOT 3, MINTURN NORTH

MINTURN, COLORADO

DRB SUBMITTAL SET
REVISED DRB SUBMITTAL
DRB SUBMITTAL #2 SET
BUILDING PERMIT SET
BUILDING PERMIT SET

JUNE 14, 2024
JULY 10, 2024
NOVEMBER 25, 2024
MAY 30, 2025
JUNE 13, 2025



OWNER'S REPRESENTATIVE

RESORT CONCEPTS
PO BOX 5127
EDWARDS, COLORADO 81632
(970) 926-1720

ARCHITECT

EGGERS ARCHITECTURE, INC.
PO BOX 798
KREMMLING, COLORADO 80459
(970) 409-9790

STRUCTURAL ENGINEER

SUNDQUIST DESIGN GROUP
PO BOX 249
TARPON SPRINGS, FLORIDA 34688
(303) 838-2222

LANDSCAPE ARCHITECT

TOMINA TOWNSEND
PO BOX 3000
EDWARDS, COLORADO 81632
(303) 945-5252

CIVIL ENGINEER

BOUNDARIES UNLIMITED, INC.
923 COOPER AVENUE, SUITE 201
GLENWOOD SPRINGS, COLORADO 81601
(970) 945-5252

SURVEYOR

SLAGLE SURVEY SERVICES
PO BOX 751
EAGLE, COLORADO 81631
(970) 471-1499

GEOTECHNICAL ENGINEER

CTL THOMPSON, INC
1790 AIRPORT ROAD, UNIT 2
BRECKENRIDGE, COLORADO 80424
(970) 453-2047

PROJECT INFORMATION:

FLOOR AREA:	FINISHED	GARAGE	TOTAL
LOWER LEVEL:	1,770 SF	677 SF	2,447 SF
MAIN LEVEL:	1,806 SF		1,806 SF
TOTALS:	3,576 SF	677 SF	4,253 SF

LOT AREA:	8,407.08 SF		
BUILDING COVERAGE:	3,061 SF	36.41 %	50% ALLOWABLE
IMPERVIOUS COVERAGE:	3,798 SF	45.18 %	60% ALLOWABLE

CODE INFORMATION:

JURISDICTION: TOWN OF MINTURN, COLORADO

CODES: 2021 INTERNATIONAL RESIDENTIAL CODE
2021 INTERNATIONAL ENERGY CONSERVATION CODE
+ LOCAL AMENDMENTS

OCCUPANCY: R-3, SINGLE FAMILY RESIDENCE
CONSTRUCTION: TYPE V-B, NON RATED
SPRINKLER SYSTEM: NONE

DRAWING SCHEDULE

C	COVER	S1.1	STRUCTURAL NOTES & DETAILS
	FINAL PLAT MINTURN NORTH P.U.D.	S2.1	FOUNDATION PLAN
C.7	MINTURN NORTH P.U.D. OVERALL GRADING PLAN	S2.2	MAIN LEVEL FLOOR FRAMING PLAN
		S2.3	ROOF FRAMING PLAN
C1	SITE GRADING, DRAINAGE & EROSION CONTROL PLAN	S3.1	FOUNDATION DETAILS
C2	CIVIL DETAILS	S3.2	FRAMING DETAILS
L1	LANDSCAPE PLANTING PLAN		
L2	LANDSCAPE SCHEDULES & DETAILS	E1.1	ENTRY LEVEL SCHEMATIC ELECTRICAL PLAN

A1.1	ENTRY LEVEL PLAN	E1.2	MAIN LEVEL SCHEMATIC ELECTRICAL PLAN
A1.2	MAIN LEVEL PLAN	E1.3	ROOF SCHEMATIC ELECTRICAL PLAN
A1.3	ROOF PLAN		
A2.1	BUILDING ELEVATIONS		
A2.2	BUILDING ELEVATIONS		
A3.1	BUILDING SECTIONS		
A3.2	BUILDING SECTIONS		
A3.3	DETAILS		
A3.4	DETAILS		
A3.5	DOOR/WINDOW SCHEDULE & DETAILS		
A4.1	ENTRY LEVEL CEILING PLAN		
A4.2	MAIN LEVEL CEILING PLAN		
BH1	BUILDING HEIGHT CALCULATIONS		

DEFERRED SUBMITTALS:
1. ALL PLUMBING, MECHANICAL AND HVAC SCHEDULES & DIAGRAMS TO BE SUBMITTED UNDER SEPARATE COVER PRIOR TO COMPLETION OF FRAMING.
2. TRUSS ENGINEERING WILL BE PROVIDED TO FIELD INSPECTOR AT TIME OF FRAMING INSPECTION.

EGGERS
ARCHITECTURE, INC.
PO BOX 798
KREMMLING, CO 80459
(970) 724-3411
CELL (970) 409-9790
don.eggars@eggarsarchitecture.com

RESORT CONCEPTS
225 MAIN STREET, SUITE C-101
EDWARDS, COLORADO
(970) 926-1720



GOICOECHEA
226 MILES END LANE
LOT 03, MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22 L03

ISSUED		COMMENTS	
#	DATE	BY	
8	6-13-25	DUE	BUILDING PERMIT SET
6	5-30-25	DUE	BUILDING PERMIT SET (NOT SUBMITTED)
3	11-25-24	DUE	DRB SUBMITTAL #2 SET
2	1-10-24	DUE	REVISED DRB SUBMITTAL

C

DISCLAIMER: ALL PLANS, RENDERINGS, SPECIFICATIONS AND MARKETING MATERIALS ARE SUBJECT TO REVISIONS AND MODIFICATIONS AT DEVELOPERS SOLE DISCRETION DUE TO SITE SPECIFIC GRADING CONDITIONS, AVAILABILITY OF MATERIALS, AVAILABILITY OF LABOR, MANUFACTURER SUPPLY SHORTAGES, AND GOVERNMENTAL AGENCY CHANGES. ALL PLANS AND SPECIFICATIONS ARE SUBJECT TO REVISIONS AND CONDITIONS OF APPROVAL BY THE TOWN OF MINTURN CITY COUNCIL, TOWN OF MINTURN DESIGN REVIEW BOARD, TOWN OF MINTURN BUILDING PERMIT DEPARTMENT AND ALL OTHER APPLICABLE REGULATORY AGENCIES. ARTIST RENDERINGS HAVE BEEN PROVIDED FOR ILLUSTRATIVE AND MARKETING PURPOSES ONLY AND SHOULD NOT BE RELIED UPON AS A BASIS FOR PURCHASING. COLOR, MATERIALS AND DESIGN ELEMENTS ARE SUBJECT TO REFINEMENT AND REVISION WITHOUT NOTICE AT DEVELOPERS SOLE DISCRETION.

MINTURN TOWN CERTIFICATE

This plat is approved by the town council of the Town of Minturn, County of Eagle, State of Colorado this 1 day of March, 2024, for filing with the Clerk and Recorder of the County of Eagle, Colorado, and for conveyance of the dedications shown hereon; subject to the provisions that approval in no way obligates the Town of Minturn for financing or construction of improvements of said lands, streets or easements dedicated to the public, except as specifically agreed to by the Town Council of the Town of Minturn.

WITNESS MY HAND AND THE SEAL OF THE TOWN OF MINTURN
TOWN COUNCIL OF THE TOWN OF MINTURN

BY:

MAYOR
TOWN OF MINTURN, COLORADO

ATTEST:

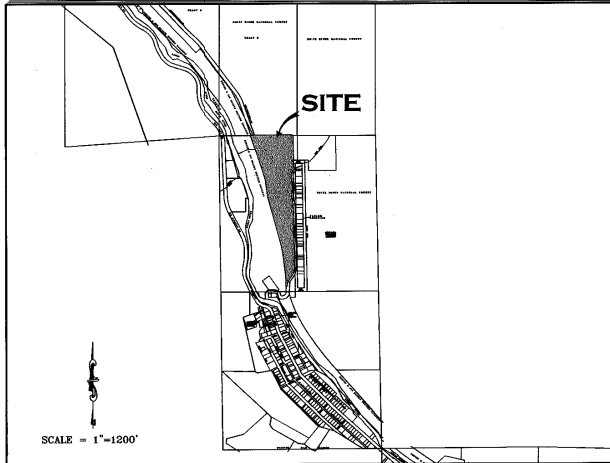
TOWN CLERK
TOWN OF MINTURN, COLORADO

LAND USE TABLE

LOT	USE	AREA	ADDRESS
1	SINGLE FAMILY	0.196 Acres	0246 Miles End Lane
2	SINGLE FAMILY	0.189 Acres	0236 Miles End Lane
3	SINGLE FAMILY	0.193 Acres	0226 Miles End Lane
4	SINGLE FAMILY	0.181 Acres	0216 Miles End Lane
5	SINGLE FAMILY	0.191 Acres	0206 Miles End Lane
6	SINGLE FAMILY	0.166 Acres	0196 Miles End Lane
7	SINGLE FAMILY	0.158 Acres	0186 Miles End Lane
8	SINGLE FAMILY	0.166 Acres	0176 Miles End Lane
9	SINGLE FAMILY	0.164 Acres	0166 Miles End Lane
10	SINGLE FAMILY	0.164 Acres	0156 Miles End Lane
11	SINGLE FAMILY	0.164 Acres	0146 Miles End Lane
12	SINGLE FAMILY	0.172 Acres	0136 Miles End Lane
13	SINGLE FAMILY	0.157 Acres	0126 Miles End Lane
14	SINGLE FAMILY	0.176 Acres	0112 Miles End Lane
15	SINGLE FAMILY	0.209 Acres	0096 Miles End Lane
16	SINGLE FAMILY	0.263 Acres	0070 Miles End Lane
17	SINGLE FAMILY	0.189 Acres	0243 Miles End Lane
18	SINGLE FAMILY	0.200 Acres	0221 Miles End Lane
19	SINGLE FAMILY	0.165 Acres	0201 Miles End Lane
20	SINGLE FAMILY	0.164 Acres	0185 Miles End Lane
21	SINGLE FAMILY	0.164 Acres	0171 Miles End Lane
22	SINGLE FAMILY	0.166 Acres	0155 Miles End Lane
23	SINGLE FAMILY	0.174 Acres	0141 Miles End Lane
24	SINGLE FAMILY	0.185 Acres	0125 Miles End Lane
25	SINGLE FAMILY	0.166 Acres	0111 Miles End Lane
26	SINGLE FAMILY	0.202 Acres	0095 Miles End Lane
27	SINGLE FAMILY	0.199 Acres	0083 Miles End Lane
28	SINGLE FAMILY	0.160 Acres	0071 Miles End Lane
29	SINGLE FAMILY	0.159 Acres	0057 Miles End Lane
30	SINGLE FAMILY	0.158 Acres	0043 Miles End Lane
31	SINGLE FAMILY	0.178 Acres	0031 Miles End Lane
32	SINGLE FAMILY	0.177 Acres	0017 Miles End Lane
33	SINGLE FAMILY	0.176 Acres	0003 Miles End Lane
34	SINGLE FAMILY	0.103 Acres	0036 Silver Star Trail
35	SINGLE FAMILY	0.103 Acres	0030 Silver Star Trail
36	SINGLE FAMILY	0.103 Acres	0024 Silver Star Trail
37	SINGLE FAMILY	0.103 Acres	0018 Silver Star Trail
38	SINGLE FAMILY	0.099 Acres	0008 Silver Star Trail
39	SINGLE FAMILY	0.129 Acres	0001 Silver Star Trail
Tract B	OPEN SPACE	2.958 Acres	
Tract C	Town Property	0.904 Acres	0052 Minturn Road (Not of PUD)
Tract D	Right of Way	0.966 Acres	Miles End Lane (North)
Tract D1	Right of Way	0.431 Acres	Miles End Lane (South)
Tract E	Open Space	1.220 Acres	
Tract F	Open Space	0.074 Acres	
Tract G	Right of Way	0.030 Acres	Silver Star Trail
Tract H	Right of Way	0.369 Acres	Fourth Street
TOTAL		13.485 ACRES	

ADDRESSES ARE FOR INFORMATIONAL PURPOSES ONLY

FINAL PLAT MINTURN NORTH P.U.D. Town of Minturn, County of Eagle, State of Colorado



GENERAL NOTES AND NOTES FOR CREATED EASEMENTS:

- The purpose of this Final Plat is to create various lots with building envelopes, open space areas and tracts, along with easements and Right of Ways, for the purposes described herein, all pursuant to Town of Minturn Land Use Regulations and Colorado Revised Statutes concerning the subdivision of land.
- Basis of Bearing: N27°04'04\" W between monuments marking the C-W 16th Corner and the Northwest Corner Section 26, Township 5 South, Range 81 West, of the 6th P.M., shown and described herein. This bearing is based on the non-recorded stumped Land Survey Plat performed by Eagle Valley Survey and dated August 7, 2018.
- Survey Date: December, 2022 through July 2023.
- Legal description, easements and location of boundary lines are based on Old Republic National Title Insurance Company order number no. ABC30450645-9, dated August 03, 2023, Quitclaim Deed recorded December 02, 2014 as Reception No. 201400764 along with plat and survey monumentation referenced herein (to include the non-recorded stumped Land Survey Plat performed by Eagle Valley Survey and dated August 7, 2018). In regards to items referenced in schedule B II of this title commitment referenced above: Items 1-8, 10, 21, 24, 27 and 30 were not researched by surveyor or found to not contain easement restrictions or other survey or platting related issues.
- Item 9 - Pipe easement does not effect this platted parcel, falls in Northeast Quarter of the Northwest Quarter of Sec 26, T5S, R81W.
- Item 11&12- Ordinance and Dedication regarding Taylor Avenue. Depicted hereon by eastern Boundary, recorded in Book 248 at Page 178 and Book 248 at Page 452.
- Item 13 - 20 foot Sewer Easement, Does not effect this platted Parcel.
- Item 14 - Conveyance to State Department of Highways, Does not Effect these platted lands.
- Item 15 - Does not effect these Platted lands but references conveyance of portions of Taylor Addition to the Town of Minturn.
- Item 16 - effects subject parcel as it is an Annexation of property to Town of Minturn recorded in Book 333 at Page 349.
- Item 17 & 18- Do not effect subject Parcel.
- Item 19 - Conveyance described in Book 687 at Page 268 does not contain any easements not already defined herein.
- Item 20 - Does not effect these Platted lands. (k.a. subject parcel)
- Item 21 - Public Service Company of Colorado Easement, Reception No. 897924, falls off subject Parcel.
- Item 23 - Boundary Agreement recorded as Reception No. 200824177, called out as adjoiner herein.
- Item 25 & 26 - Parcel is subject to Mapping of Piping and Ditches in area of this subject parcel defined in document recorded as Reception No. 201703240, and 201703454 any rights or restrictions and exact location thereof not clear to surveyor from face of documents.
- Item 29 - Parcel is subject to 190440 foot wide easement for right of way from Denver Rio Grand Railroad to Eagle County, the location of which is not determinable from face of document. This Agreement has to be have been Terminated prior to the Recording of this Plat.
- These platted lands are subject to:
 - The Minturn North P.U.D. Guide recorded as Reception no. 202402232
 - The Declarations of Covenants, Conditions, Restrictions and Easements for Minturn North recorded as Reception No. 202402240
- The non-exclusive Heritage Utility Easement as shown herein on page five (5) - on, over, under, above, across and through those areas designated herein as "Heritage Utility Easement" as defined in document recorded in the Eagle County Clerk and Recorder's Office as Reception No. 202316489.

PERTAINING TO HEREON CREATED EASEMENTS:

- the owner, hereby reserves for themselves their successors and / or assigns the following non-exclusive easements created herein:
 - a non-exclusive utility and drainage easement as shown herein - on, over, under, above, across and through those areas designated herein as "Utility and Drainage Easement" AND those areas of each lot outside of Building Envelopes, for the purpose of i) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, including but not limited to waterlines and hydrants, sanitary sewerlines and manholes, telephone lines, cable television lines, gaslines, electrical lines, fiber optic lines, other communication lines and all related structures, together with right of ingress and egress.
 - a non-exclusive Access, Utility, and Drainage Easement - on, over, under, above, across and through those areas designated herein as "Access, Utility and Drainage Easement", and "Private Right of Way" to include, but not limited to, areas shown as Fourth Street, Tract D, Tract D1 and Tract G, for the purpose of i) Ingress and Egress, reasonable Pedestrian use including ingress and egress of persons including vehicle, foot, bicycle or small wheel use ii) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, and all related structures, together with right of ingress and egress, and iii) storm drainage, drainage of water flow from other lands along with the installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto.

GENERAL NOTES CONTINUED:

- Continued...
 - Tract D, Tract D1, and Tract G, shall be open to Public vehicular and non-vehicular access.
 - Any Easement that permits public recreation on Private Property shall benefit from the provision of C.R.S. 33-41-101 et seq.
- FOLLOWING CREATED EASEMENTS DEDICATED TO TOWN OF MINTURN:
- the owner, hereby dedicates to the Town of Minturn the following non-exclusive easements:
 - a non-exclusive Utility, Drainage, Parking, Snow Storage and Landscape Easement on, over, under, above, across and through those areas designated herein as "Utility, Drainage, Parking, Snow Storage & Landscape Easement" for the purpose of i) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, and all related structures, together with right of ingress and egress, ii) storm drainage, drainage of water flow from other lands along with the installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto, iii) reasonable local snow storage, ii) Landscaping use, and maintenance along with v) Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with sidewalk or path construction, use and repair.
 - a non-exclusive Utility, Drainage, Snow Storage, Landscape and Trail Easement on, over, under, above, across and through those areas designated herein as "Utility, Drainage, Snow Storage, Landscape and Trail Easement" for the purpose of i) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, and all related structures, together with right of ingress and egress, ii) storm drainage, drainage of water flow from other lands along with the installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto, iii) reasonable local snow storage, iii) Landscaping use, and maintenance along with v) Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with sidewalk or path construction, use and repair.
 - a non-exclusive Utility, Drainage, Snow Storage and Landscape Easement on, over, under, above, across and through those areas designated herein as "Utility, Drainage, Snow Storage & Landscape Easement" for the purpose of i) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, and all related structures, together with right of ingress and egress, ii) storm drainage, drainage of water flow from other lands along with the installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto, iii) reasonable local snow storage, iii) Landscaping use, and maintenance along with v) Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with sidewalk or path construction, use and repair.
 - a non-exclusive trail easement on, over, across, and through those strips of land depicted and designated herein as "4 Trail Easement" on sheet 5 of 5 for Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with path construction, or use. Maintenance of any path improvements within the "4 Pedestrian Easement" shall be at the sole cost and expense of the Minturn North P.O.A..
 - a non-exclusive utility and drainage easement as shown herein - on, over, under, above, across and through those areas designated herein as "Public Utility and Drainage Easement", as shown in Tract C, on sheet 2 of 5, for the purpose of i) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, including but not limited to waterlines and hydrants, sanitary sewerlines and manholes, telephone lines, cable television lines, gaslines, electrical lines, fiber optic lines, other communication lines and all related structures, together with right of ingress and egress, ii) storm drainage, drainage of water flow from other lands along with the installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto.

SURVEYOR'S CERTIFICATE

I, Matthew S. Slagle, do hereby certify that I am a Professional Land Surveyor licensed to practice land surveying under the laws of the State of Colorado. That this Subdivision Plat is a true, correct and complete plat of MINTURN NORTH P.U.D., as laid out, platted, dedicated and shown hereon, that such plat was made from an accurate survey of said property by me and/or under my supervision and accurately shows the location and dimensions of the lots, easements and rights-of-way of said plat as the same are monumented upon the ground in compliance with applicable regulation governing the subdivision of land, that such plat is based upon the professional land surveyor's knowledge, information and belief, that it has been prepared in accordance with applicable standards of practice, and that such plat is not a guaranty or warranty, either expressed or implied.



Matthew S. Slagle PLS #34998
Professional Land Surveyor
State of Colorado

Revised 02-07-24 Edited C.O.D. MSS
Revised 12-02-23 Edited Note 6a MSS
Revised 11-14-23 minor text MSS
Revised 11-07-23 Certain Dimensions MSS
Revised 11-06-23 Tract C Easements MSS
Revised 11-03-23 Town Comments MSS
Revised 10-11-23 Town Comments MSS
Revised 10-06-23 Town Comments MSS
Revised 09-26-23 Added Note regarding Tract C MSS

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

CERTIFICATE OF DEDICATION AND OWNERSHIP

Know all men by these presents that Minturn Crossing LLC (being sole owner in fee simple, mortgagee or lienholder, of all that real property situated in the Town of Minturn, County of Eagle, State of Colorado described as follows:
Parcel 1, UPRR Subdivision according to the Final Plat thereof recorded on 13th day of December, 2023 as Reception No. 202316483 in the Office of the Eagle County Clerk and Recorder, Eagle County, Colorado. Containing 13.485 acres more or less; and has caused the same to be laid out, platted and subdivided, and designated as MINTURN NORTH P.U.D. subdivision in the Town of Minturn, County of Eagle, State of Colorado, and does hereby accept responsibility for the completion of the improvements required by this plat, and does hereby accept responsibility for the completion of the improvements required by this plat and does hereby dedicate and set aside the following tracts, parcels and easements as follows:
-To the Town of Minturn Tract H (Fourth Street) and the easements described and depicted hereon in General Note 7, together with associated public improvements.
-To Utility Providers such utility easements as depicted herein in which utility infrastructure is located.

OWNER: MINTURN CROSSING LLC
ADDRESS: 225 Main Street, Suite C-101
Edwards, Colorado 81632

BY: RICK HERMES
TITLE: MANAGER

STATE OF COLORADO)
COUNTY OF EAGLE)

THE FOREGOING CERTIFICATE OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS 4 DAY OF MARCH, A.D. 2024 BY RICK HERMES AS MANAGER OF MINTURN CROSSING LLC.

MY COMMISSION EXPIRES 6 AUG 27

WITNESS MY HAND AND OFFICIAL SEAL

CHRISTINE THURSTON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154031002
My Commission Expires 08/06/27

SUBORDINATION BY MORTGAGEE

Philip Hadley, being the holder of a promissory note secured by deed of trust recorded the 13th day of December 2023, at Reception No. 202316490, in the Office of the Clerk and Recorder of Eagle County, Colorado, hereby consents to the Subdivision of the lands set forth in this Final Plat of Minturn North, P.U.D., and subordinates the lien represented by the aforesaid deed of Trust to the Dedications and restrictions as shown on this final plat and relative covenants, conditions and restrictions.

MORTGAGEE

BY: Philip Hadley as Individual

STATE OF Colorado)
COUNTY OF Eagle)

The foregoing Subordination by Mortgagee was acknowledged before me this 26 day of February, 2024, By Philip Hadley as Individual

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: Aug 01, 2025

JESSICA L. BISHARD
NOTARY PUBLIC
STATE OF COLORADO
Notary ID K0210404006
My Commission Expires 01/01/2025

CERTIFICATE OF TAXES PAID

I, the undersigned, do hereby certify that the entire amount of taxes and assessments due and payable as of January 1, 2023, upon all parcels of real estate described on this Plat are paid in full

DATED THIS 1st OF March, A.D. 2024
Rose ID1
Bill K. K. K.
TREASURER OF EAGLE COUNTY

TITLE CERTIFICATE
I, Matthew S. Slagle, does hereby certify that it has examined the title to all lands shown upon this plat and that title to such is vested in MINTURN CROSSING LLC free and clear of all liens, taxes, and encumbrances, except DEED OF TRUST recorded 12/13/23, 202316490

DATED THIS 26th DAY OF February, A.D. 2024

AGENT: Matthew S. Slagle

CLERK AND RECORDER'S CERTIFICATE # 539

This Plat was filed for record in the Office of the Clerk and Recorder at 1:59 o'clock P.M., on this 26th day of March, A.D. 2024

BY: Matthew S. Slagle
CLERK AND RECORDER

BY: Matthew S. Slagle
DEPUTY



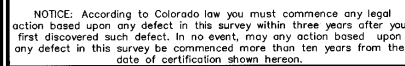
SLAGLE SURVEY SERVICES
800 Castle Drive - P.O. Box 751 Eagle, Colorado 81631
970.471.1499 Office matthew@slaglesurvey.com
www.SlagleSurvey.com

FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

DRAWN BY: MSS JOB NUMBER: 22055 DRAWING NAME: 22055 FP2.dwg
SHEET: 1 OF 5 DATE: 08-13-2023

Eagle County, CO
Regina O'Brien
Pgs: 5
REC: \$55.00 DOC: \$0.00
202408034
03/04/2024
12:59:13 PM
Page 222

OVERALL SITE & TRACT C DETAIL

A circular seal for a Colorado Registered Professional Law Director. The outer ring contains the text "COLORADO REGISTERED" at the top and "PROFESSIONAL LAW DIRECTOR" at the bottom. The inner circle contains the name "Matthew S. Blum" in a script font, the number "34998" in a bold sans-serif font, and the date "02-26-24" in a bold sans-serif font.

Matthew S. Slagle PLS 34998
Professional Land Surveyor
State of Colorado

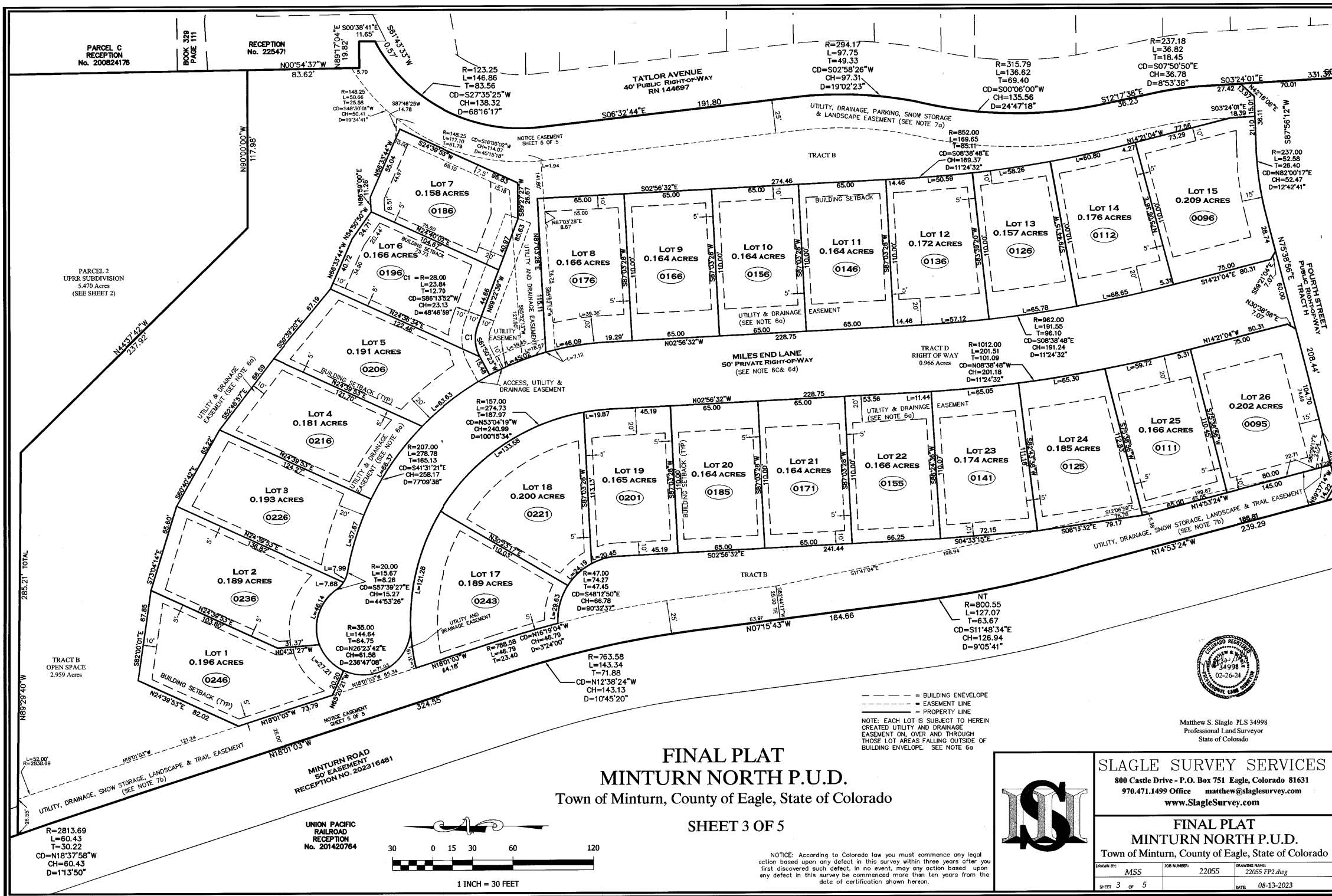
FOUND SURVEY MONUMENT
W 1/4 SEC 26
2.5" DIAMETER USGLO
BRASS CAP
STAMPED 1942

SLAGLE SURVEY SERVICES
800 Castle Drive - P.O. Box 751 Eagle, Colorado 81631
970.471.1499 Office matthew@slaglesurvey.com
www.SlagleSurvey.com

FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

DRAWN BY: MSS	JOB NUMBER: 22055	DRAWING NAME: 22055 FP2.dwg
	SHEET 2 OF 5	DATE: 08-13-2023

Page 71 of 222



FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

SHEET 3 OF 5

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.



Matthew S. Slagle PLS 34998
Professional Land Surveyor
State of Colorado

SLAGLE SURVEY SERVICES
800 Castle Drive - P.O. Box 751 Eagle, Colorado 81631
970.471.1499 Office matthew@slaglesurvey.com
www.SlagleSurvey.com

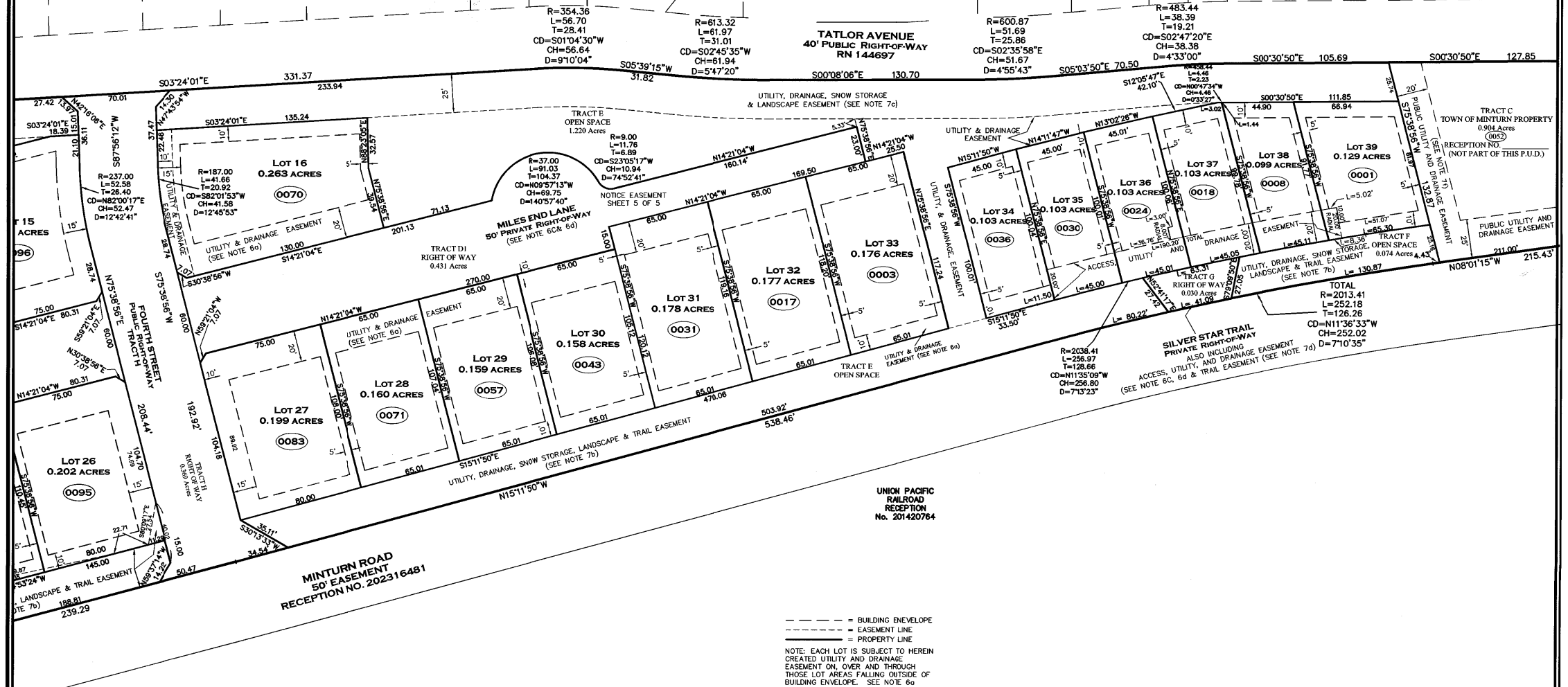


FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

DRAWN BY:	MSS	JOB NUMBER:	22055	DRAWING NAME:	22055 FP2.dwg
SHEET:	3 OF 5	DATE:	08-13-2023		

202402234

FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado
SHEET 4 OF 5

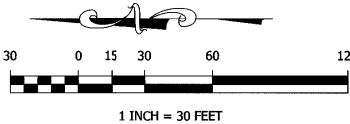


UNION PACIFIC
RAILROAD
RECEPTION
No. 201420764

--- = BUILDING ENVELOPE
- - - = EASEMENT LINE
___ = PROPERTY LINE
NOTE: EACH LOT IS SUBJECT TO HEREIN
CREATED UTILITY AND DRAINAGE
EASEMENT ON, OVER AND THROUGH
THOSE LOT AREAS FALLING OUTSIDE OF
BUILDING ENVELOPE. SEE NOTE 6a



Matthew S. Slagle P.L.S. 34998
Professional Land Surveyor
State of Colorado



NOTICE: According to Colorado law you must commence any legal
action based upon any defect in this survey within three years after you
first discovered such defect. In no event, may any action based upon
any defect in this survey be commenced more than ten years from the
date of certification shown hereon.

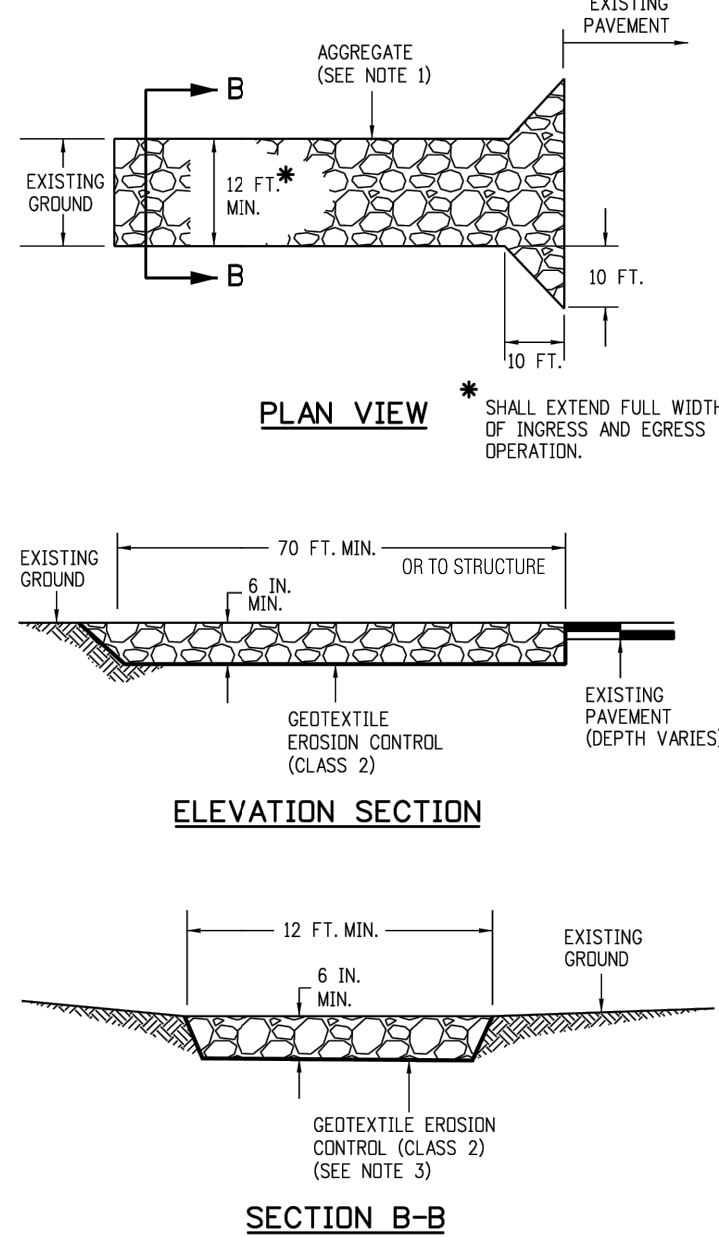


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FINAL PLAT
MINTURN NORTH P.U.D.
Town of Minturn, County of Eagle, State of Colorado

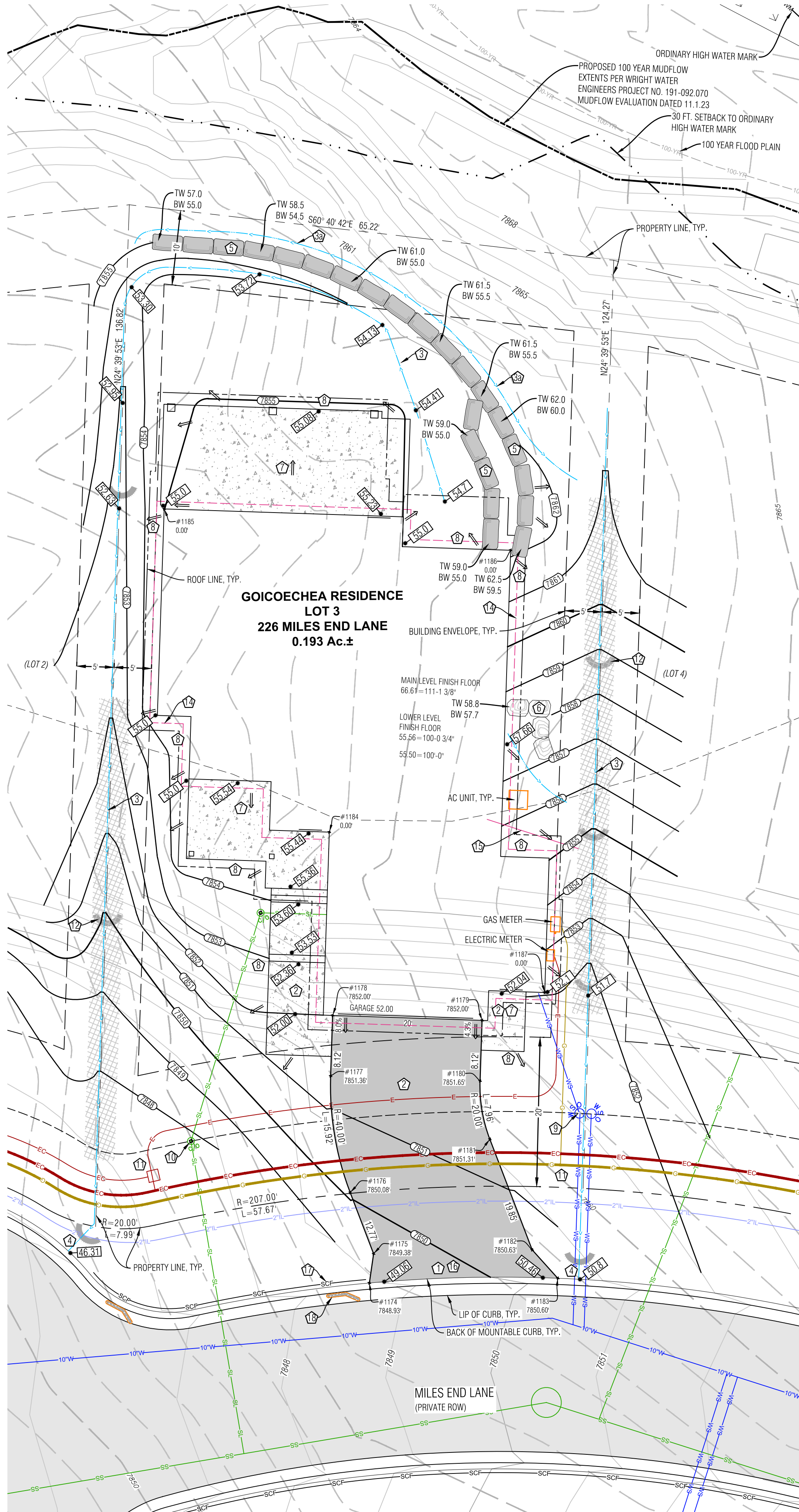
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SHEET 4 OF 5	DATE: 08-13-2023	

202402234

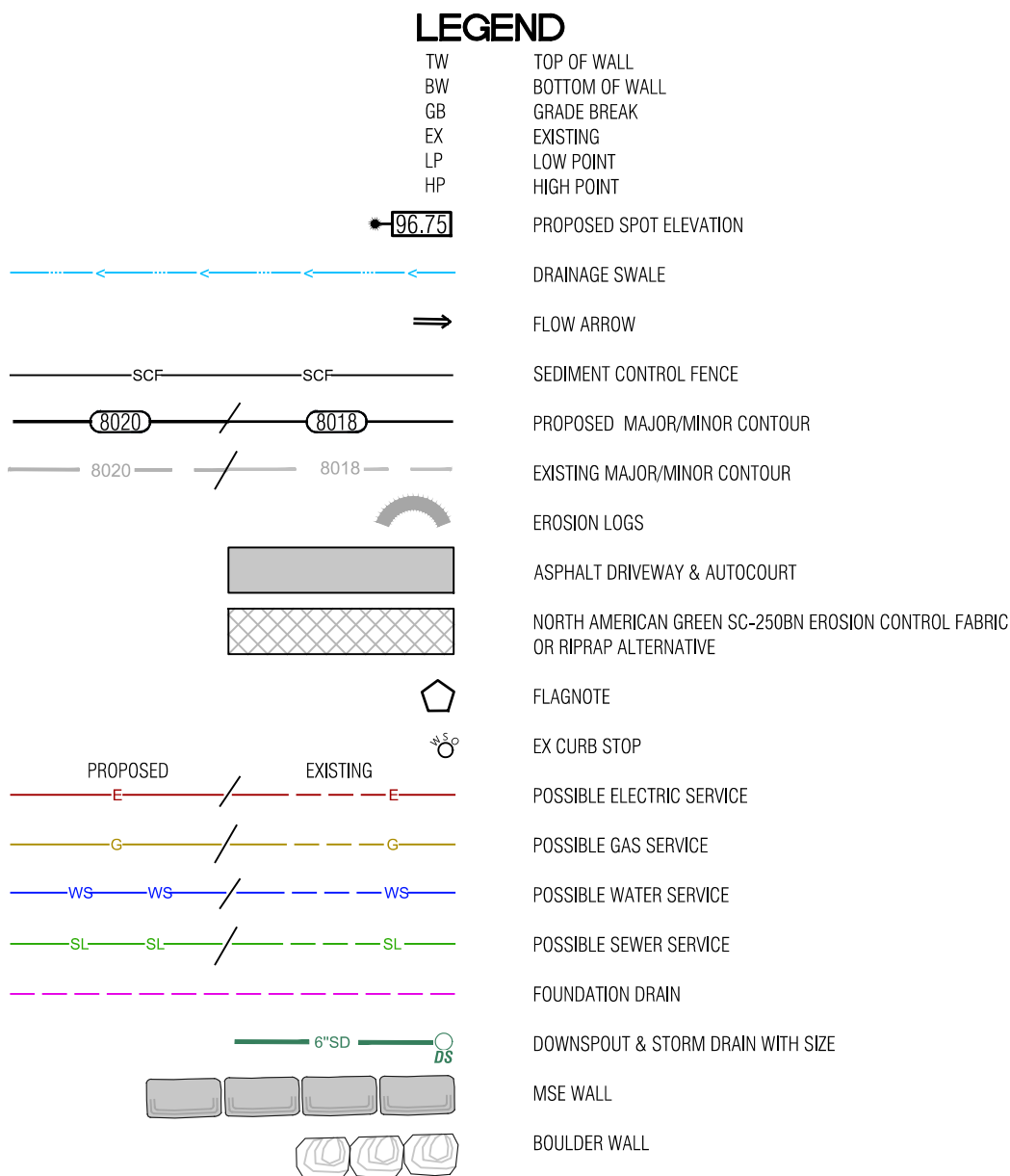


- NOTES:
1. AGGREGATE SHALL CONFORM TO SUBSECTION 208.02 (I).
 2. THE CONTRACTOR SHALL PROTECT CURB AND GUTTER THAT CROSSES THE ENTRANCE FROM DAMAGE, WHILE NOT BLOCKING FLOW OF WATER THRU STRUCTURE. PROTECTION OF THE CURB AND GUTTER SHALL BE INCLUDED IN THE COST OF WORK AND NOT PAID FOR SEPARATELY.
 3. GEOTEXTILE SHALL CONFORM TO SUBSECTION 712.08.
 4. ALL MATERIALS AND LABOR TO COMPLETE THE VEHICLE TRACKING PAD SHALL BE INCLUDED IN THE COST OF WORK AND NOT PAID FOR SEPARATELY.
 5. THE PAY ITEM NUMBER FOR VEHICLE TRACKING PAD (EACH) IS 208-00070.

VEHICLE TRACKING PAD

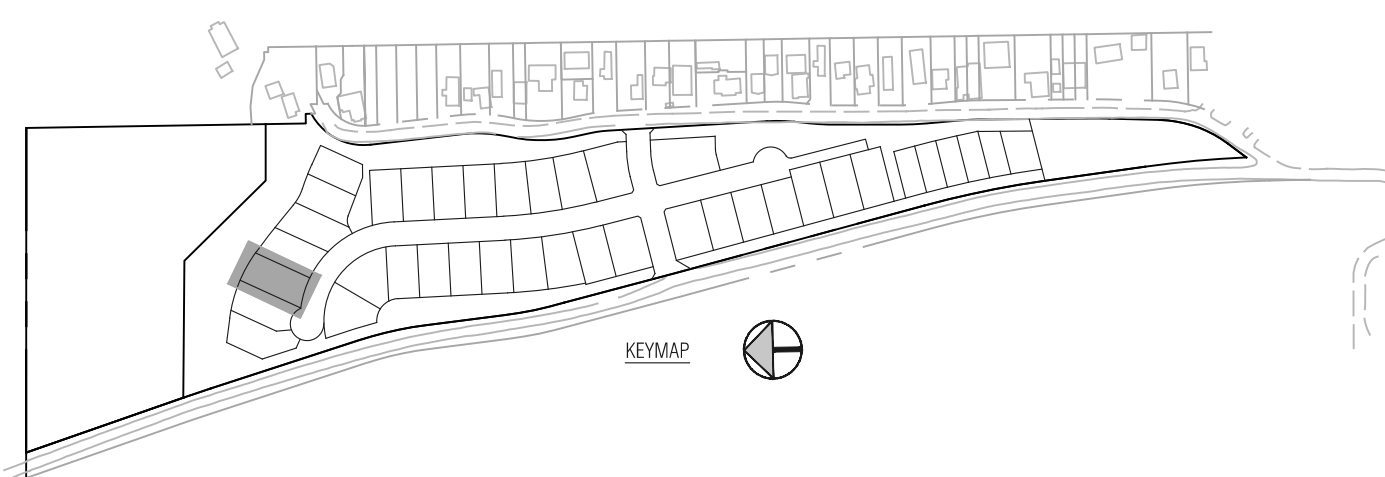


Point Table				
Point #	Desc.	Elev.	North	East
1174	Driveway	7848.93'	4408.46'	5332.76'
1175	Driveway	7849.38'	4411.84'	5334.79'
1176	Driveway	7850.08'	4420.61'	5335.08'
1177	Driveway	7851.36'	4436.00'	5338.70'
1178	Driveway	7852.00'	4443.37'	5342.09'
1179	Driveway	7852.00'	4435.02'	5360.27'
1180	Driveway	7851.65'	4427.65'	5356.88'
1181	Driveway	7851.31'	4419.95'	5355.07'
1182	Driveway	7850.63'	4404.12'	5354.55'
1183	Driveway	7850.60'	4399.28'	5356.24'
1184	House Corner	0.00'	4466.16'	5351.18'
1185	House Corner	0.00'	4514.59'	5347.56'
1186	House Corner	0.00'	4491.55'	5388.15'
1187	House Corner	0.00'	4435.22'	5369.43'



- NOTES:**
- 1) BASIS OF ELEVATION: NAVD88 BASED ON THE ORIGINAL TOPOGRAPHIC MAP OF MINTURN NORTH PREPARED BY GORE RANGE SURVEYING, LLC, JOB NO. 19-1203, DATED 4/1/21. NO BENCHMARK WAS NOTED ON THE BASE SURVEY.
 - 2) THE BOUNDARY DIMENSIONS, EASEMENTS AND RIGHTS OF WAY SHOWN HEREON ARE BASED ON THE FINAL PLAT OF MINTURN NORTH PUD, AND SURVEY CONTROL MONUMENTS FOUND AT THE TIME OF THE SURVEY AND SHOWN ON THE SURVEY REFERENCED ABOVE.
 - 3) SEE ADDITIONAL SITE NOTES & DETAILS ON SHEET C2.
 - 4) EXISTING CONTOUR INTERVAL IS 1 FT., PROPOSED CONTOUR INTERVAL IS 1 FT.
 - 5) LOT AREA: 8,424 SF ±
DISTURBANCE AREA: 7,710 SF ±
 - 6) THIS (CIVIL) PLAN SET IS INTENDED TO BE PLOTTED IN COLOR. FAILURE TO DO SO MAY RESULT IN MISSING DATA & INFORMATION CRITICAL TO THE PROJECT.
 - 7) CONSTRUCTION ACCESS TO BE LIMITED TO THE AREA WITHIN THE VEHICLE TRACKING PAD. SILT SOCKS TO BE INSTALLED EVERY 30 FEET WITHIN THE CURB LINE ALONG THE LOT FRONTAGE. DIRT TRACKED ONTO PUBLIC ROW TO BE CLEANED AFTER ANY MAJOR STORM EVENT OR WITHIN THREE WORKING DAYS.

- FLAGNOTES:**
- 1 MATCH TO BACK OF EXISTING CURB.
 - 2 PROPOSED ASPHALT DRIVEWAY, AUTO-COURT AND CONCRETE WALKWAYS. STRUCTURAL FILL UNDER THE BUILDING TO FOLLOW THE DIRECTION OF THE GEOTECH REPORT. ALL EARTHWORK CONSTRUCTION TO BE APPROVED BY THE GEOTECHNICAL ENGINEER.
 - 3 PROVIDE DRAINAGE SWALE AS SHOWN, WITH NORTH AMERICAN GREEN SC250 EROSION FABRIC OR RIPRAP WHERE SLOPE EXCEEDS 5%. SEE DETAIL.
 - 4 PROVIDE 6" DEEP SWALE 1FT. FROM WALL & DIVERT DRAINAGE TO LOTLINE SWALES.
 - 5 SPILL THE LOCAL CHANNEL OVER THE TOP OF THE CURB LINE. FAN OUT DRAINAGE SWALE TO EVENLY DISSIPATE DRAINAGE, TYP.
 - 6 INSTALL MSE WALL PER THE DETAIL ON SHEET C2. WALL DRAIN LINES NOT SHOWN.
 - 7 INSTALL BOULDER WALL PER THE DETAIL ON SHEET C2. WALL DRAIN LINES NOT SHOWN.
 - 8 SLOPE PATIOS, DECKS AND WALKS AT 2% MIN. AWAY FROM THE STRUCTURE.
 - 9 GRADE AROUND THE PERIMETER OF BUILDING AS NECESSARY 10% FOR 5-FEET MIN. (10 FT. WHERE POSSIBLE) IN UNPAVED AREAS TO ENSURE PROPER DRAINAGE AWAY FROM THE FOUNDATION. IT WILL BE IMPORTANT TO CONSTRUCT AND DIRECT SURFACE DRAINAGE AWAY FROM BUILDING. WALKS AND WALLS TO EITHER THE AUTO-COURT, THE OUTLET SWALE, OR DOWNWARD SLOPING NATURAL GRADE. VERIFY DRAINAGE AND SWALE INTEGRITY ON A REGULAR BASIS.
 - 10 LOCATE EXISTING CURB STOP. CONFIRM LOCATION AND CONNECTION WITH THE WATER & SANITATION DISTRICT. CONNECT AND EXTEND NEW WATER SERVICE TO MECHANICAL ROOM. WATER SERVICE TO BE 1-1/2" CONTINUOUS COPPER LINE FROM THE CURB STOP TO THE MECHANICAL ROOM. MAINTAIN COVER OVER NEW SERVICE PER DISTRICT REGULATIONS.
 - 11 APPROXIMATE LOCATION OF SEWER SERVICE STUB. CONNECT AND EXTEND NEW SEWER SERVICE TO MECHANICAL ROOM. MAINTAIN COVER OVER NEW SERVICE PER DISTRICT REGULATIONS. INSTALL CLEANOUTS AT HOUSE EXTERIOR AND ALL BEND LOCATIONS.
 - 12 LOCATE, CONNECT TO, AND EXTEND GAS, ELECTRIC, AND COMMUNICATION SERVICES TO METER CABINET AND GAS METER LOCATION. MAINTAIN COVER & CLEARANCES BETWEEN/OVER NEW SERVICES PER UTILITY REGULATIONS
 - 13 EROSION LOGS PER DETAIL ON SHEET C2.
 - 14 FOUNDATION DRAIN, TYP., INSTALL IN ACCORDANCE WITH THE GEOTECHNICAL REPORT. DRAIN @ 0.5% MIN. TO DAYLIGHT. SEE DETAIL ON SHT. C2.
 - 15 EXTEND THE FOUNDATION DRAIN FROM SUMP PUMP IN HOUSE TO DAYLIGHT WITH SOLID PIPE. COVER WITH A RODENT SCREEN AT END.
 - 16 INSTALL VEHICLE TRACKING PAD. SEE DETAIL THIS SHEET, AT LOCATION OF DRIVEWAY. TRACKING PAD TO BE REMOVED PRIOR TO FINAL DRIVEWAY SUBGRADE PREPARATION AND PAVING.
 - 17 SILT FENCE PER DETAIL ON SHEET C2.
 - 18 INSTALL SILT SOCKS WITHIN CURB LINE. EVERY 30 FT. ±.



Civil Engineering
Surveying & Beyond
Boundaries Unlimited Inc.

923 Cooper Ave., Ste. 201
Glenwood Springs, CO 81601
(T) 970.945.5252
www.bu-inc.com

Subsurface Utility Engineering (SUE)
Required Project: **TBD**
If "Yes", SUE Certification by:
Firm: **TBD**
Job #: **TBD**
Date: **TBD**

Engineer or Surveyor Seal

COLORADO LICENSED
6/13/25
19082
PROFESSIONAL ENGINEER

Client Information:
MINTURN NORTH LAND COMPANY LLC
PO BOX 2633
EDWARDS, CO 81632
970 926-1720

811
Know what's below.
Call before you dig.

TOWN OF MINTURN, COLORADO

Lot 3, Minturn North P.U.D.
Site, Grading and Drainage Plan
Permit Set 6/13/25

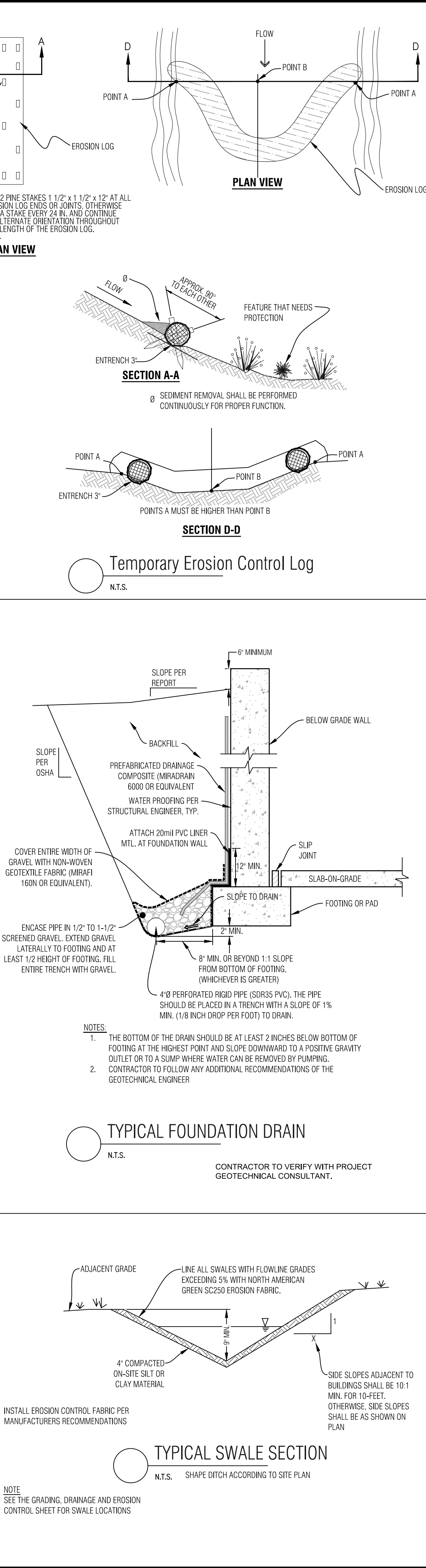
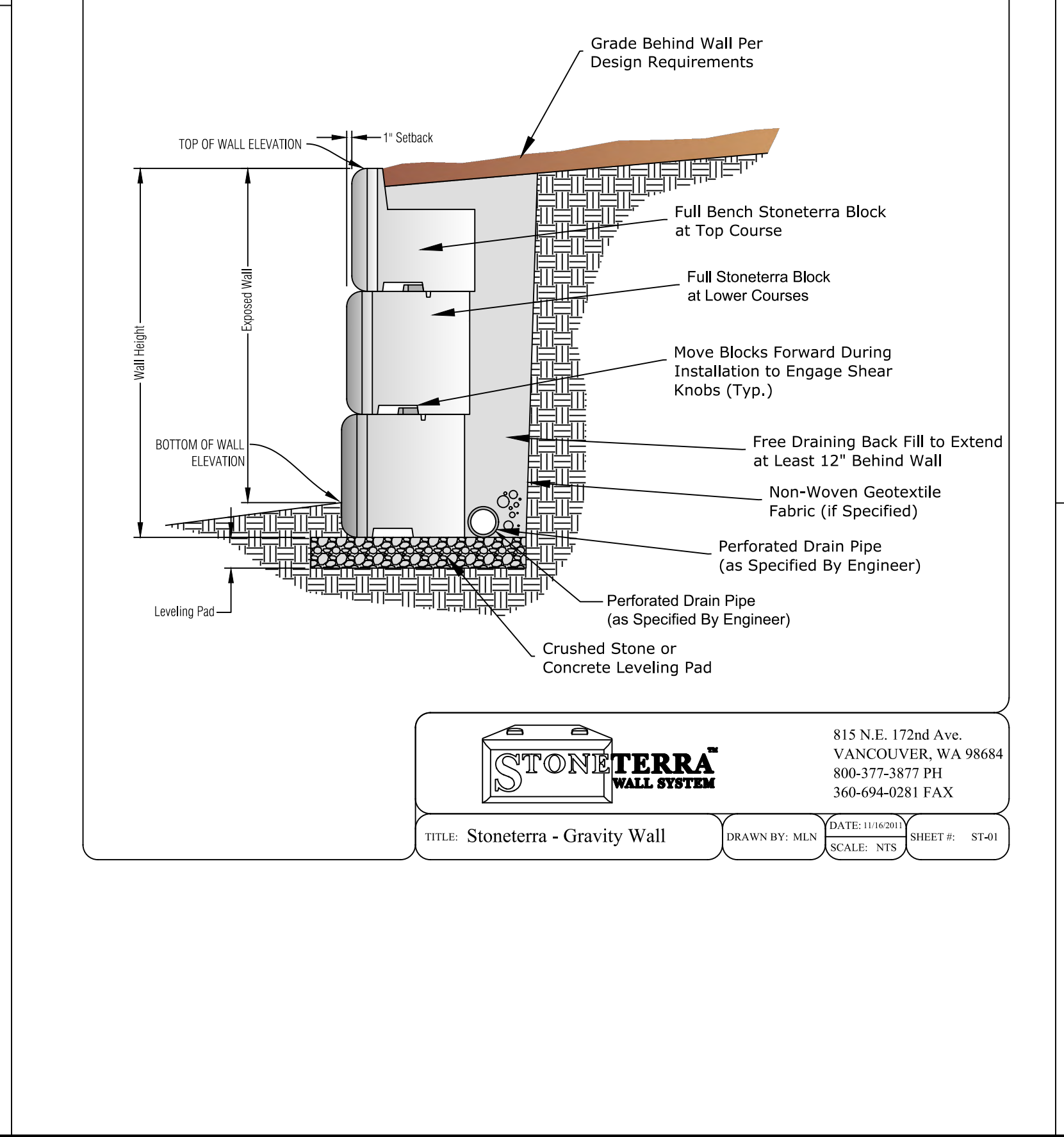
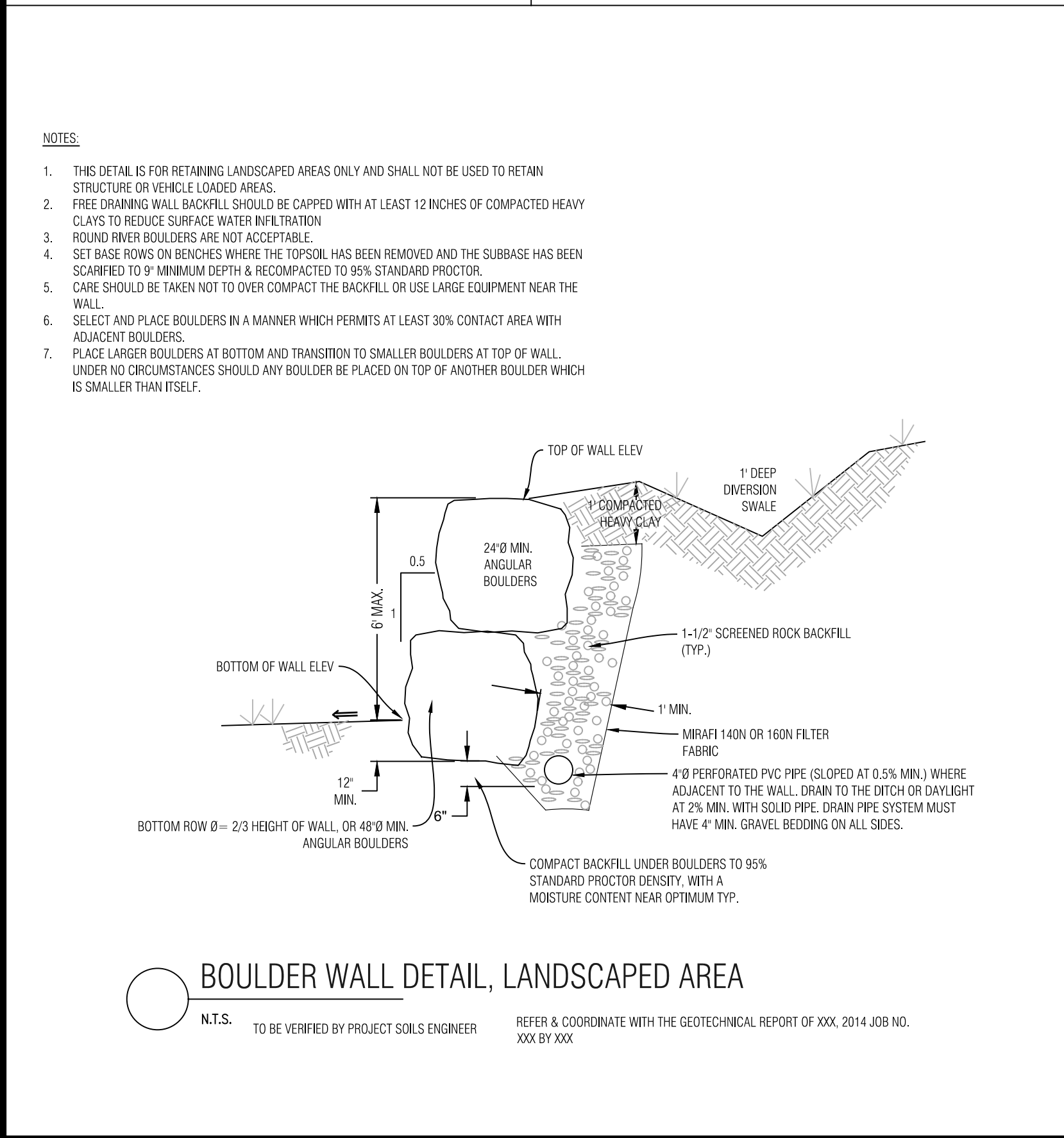
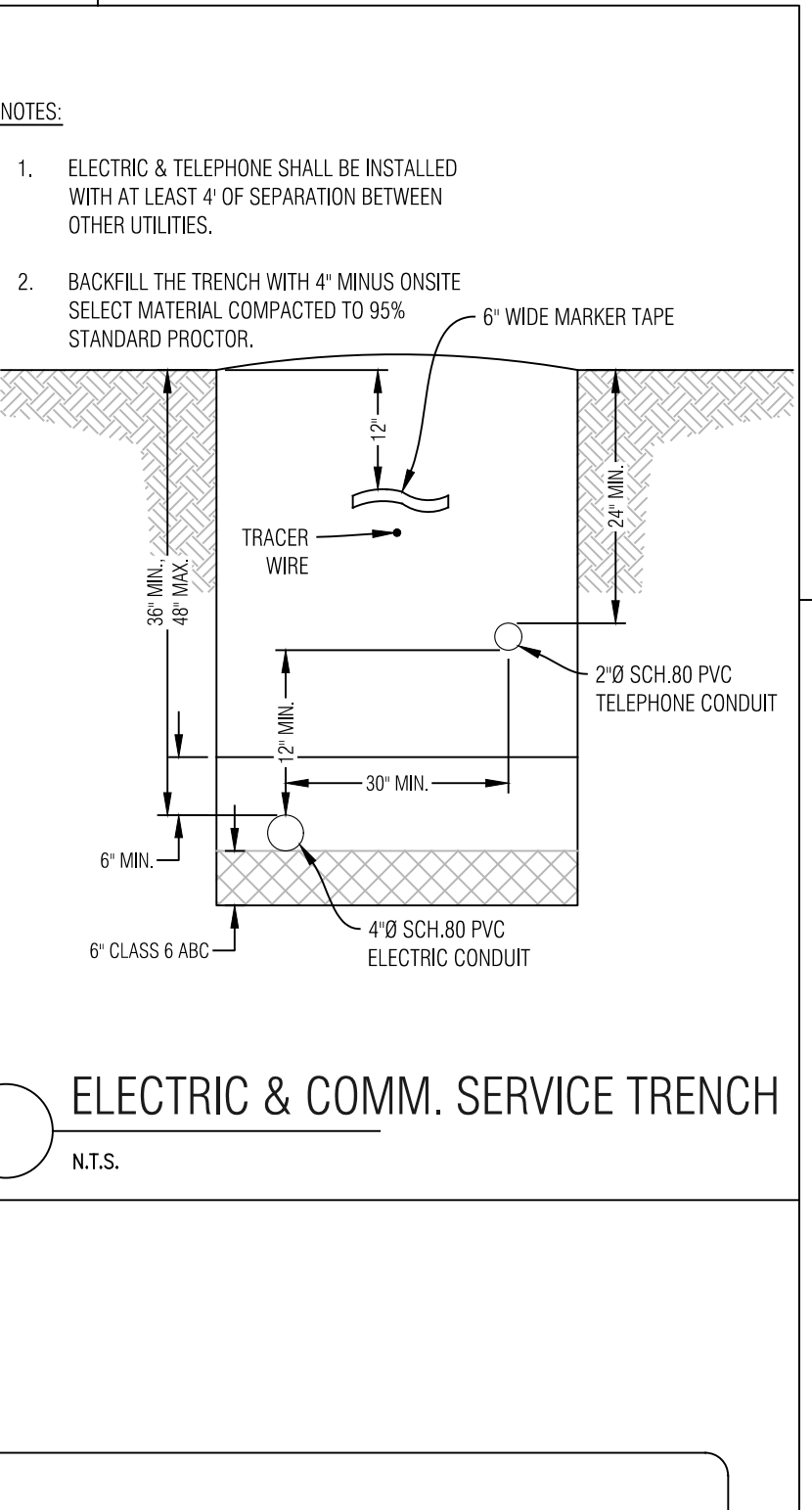
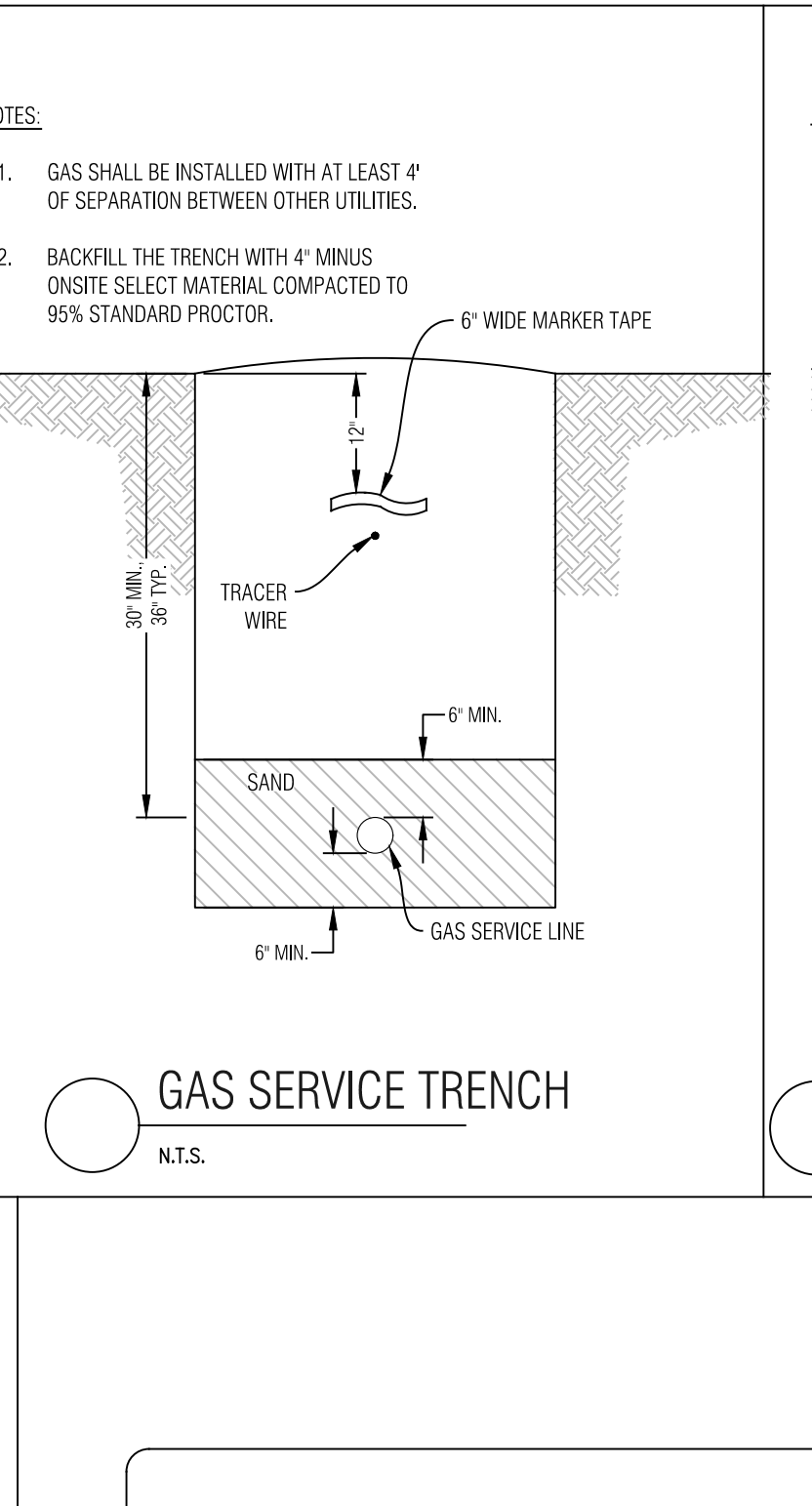
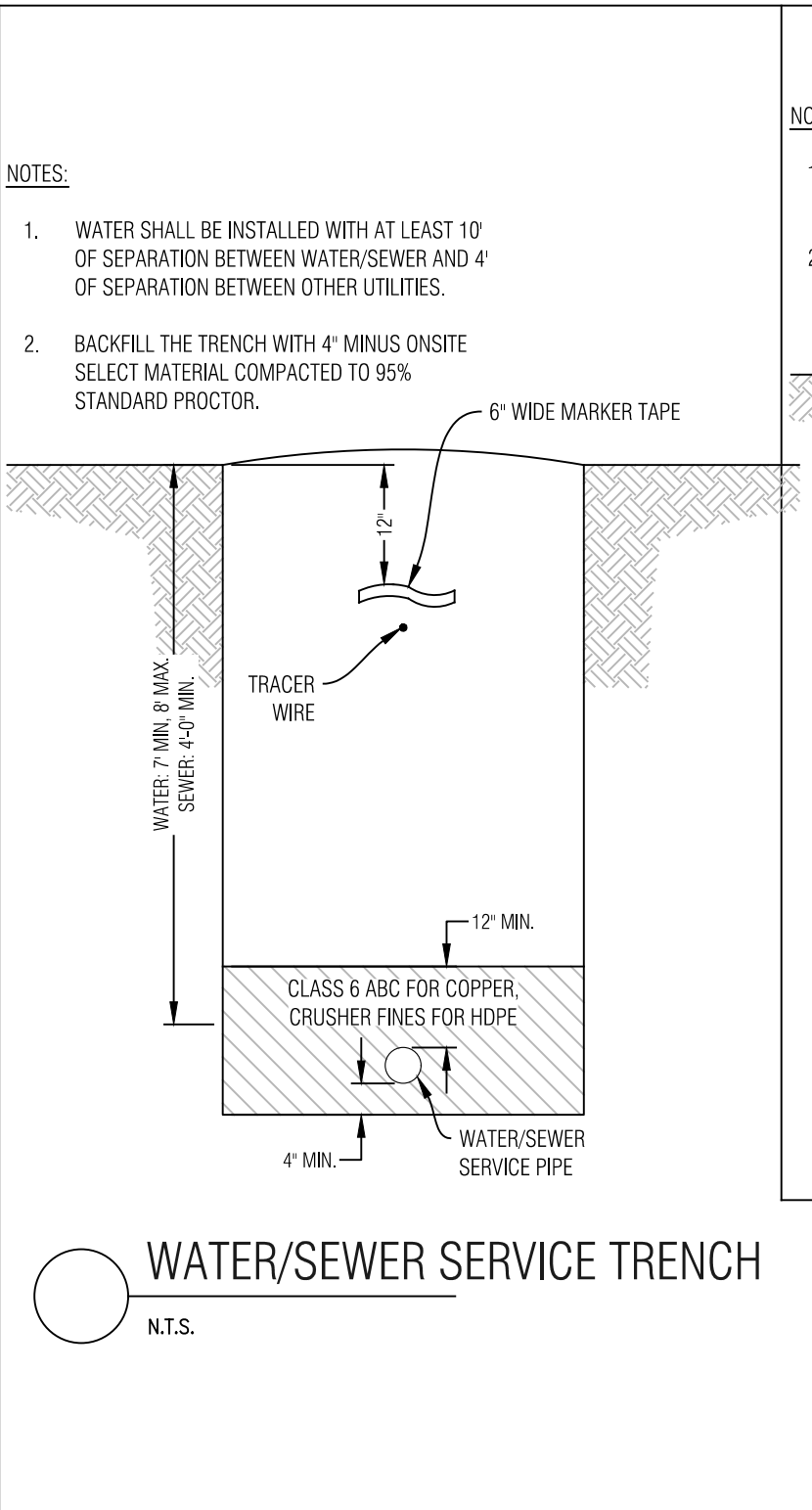
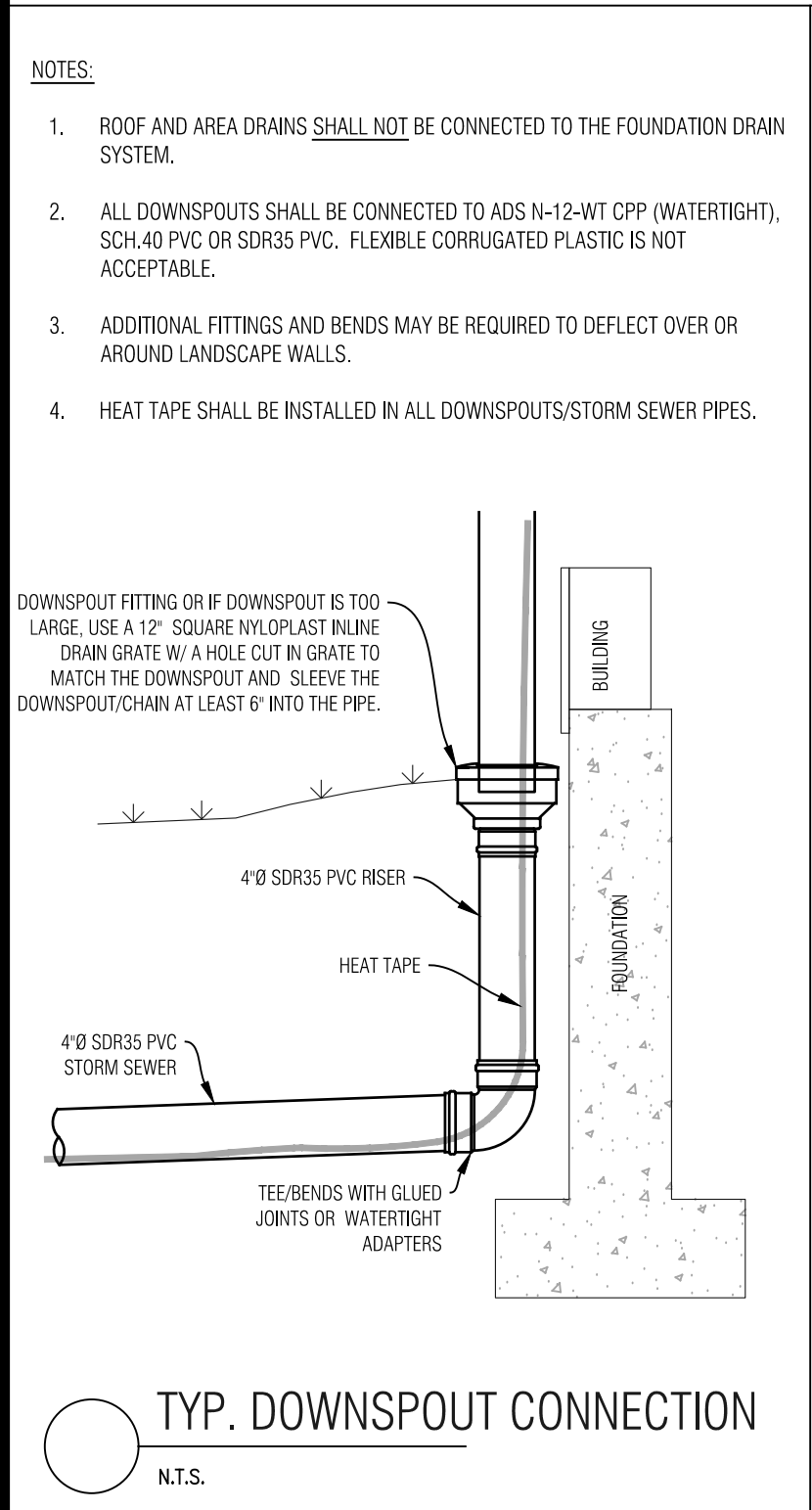
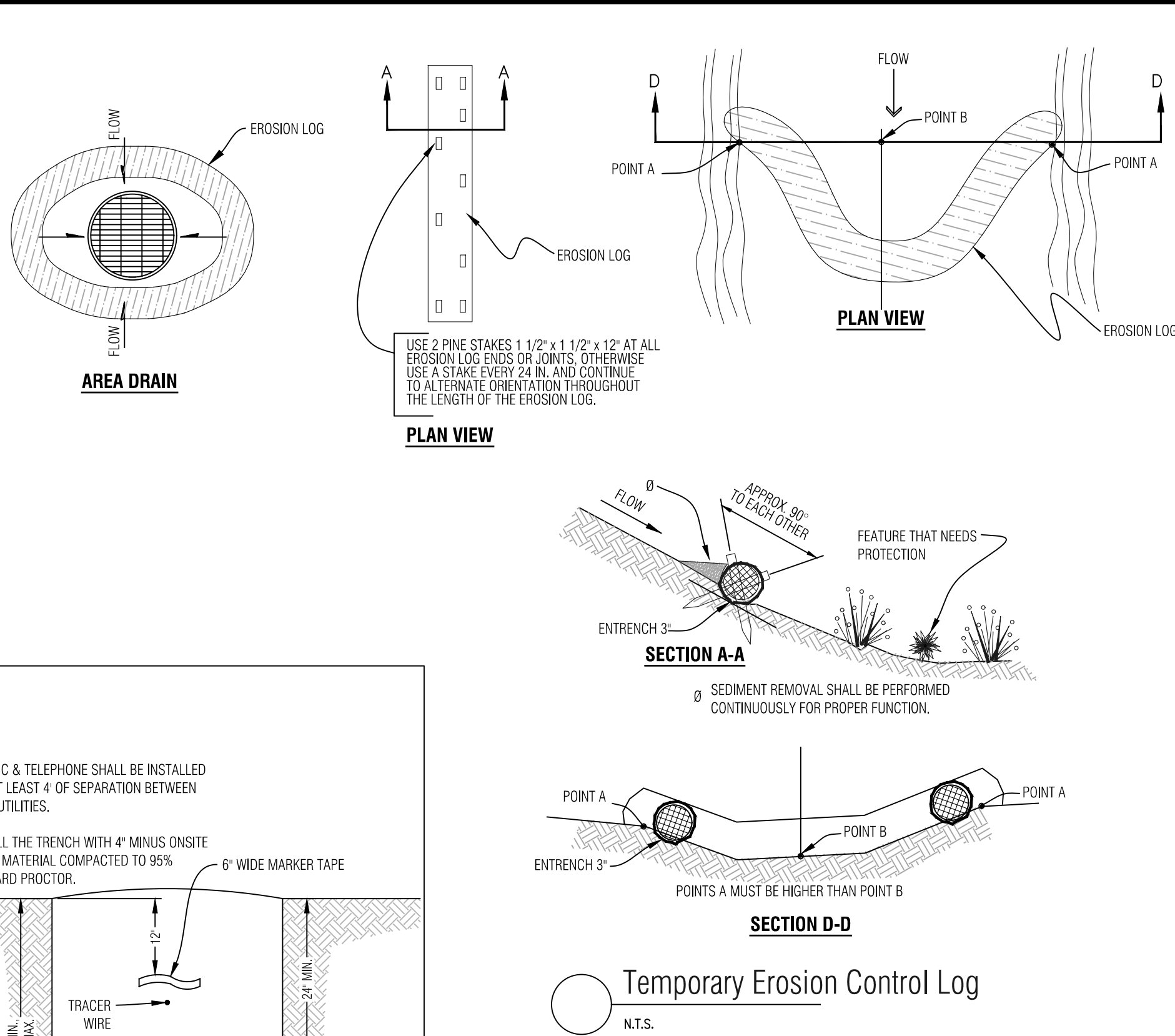
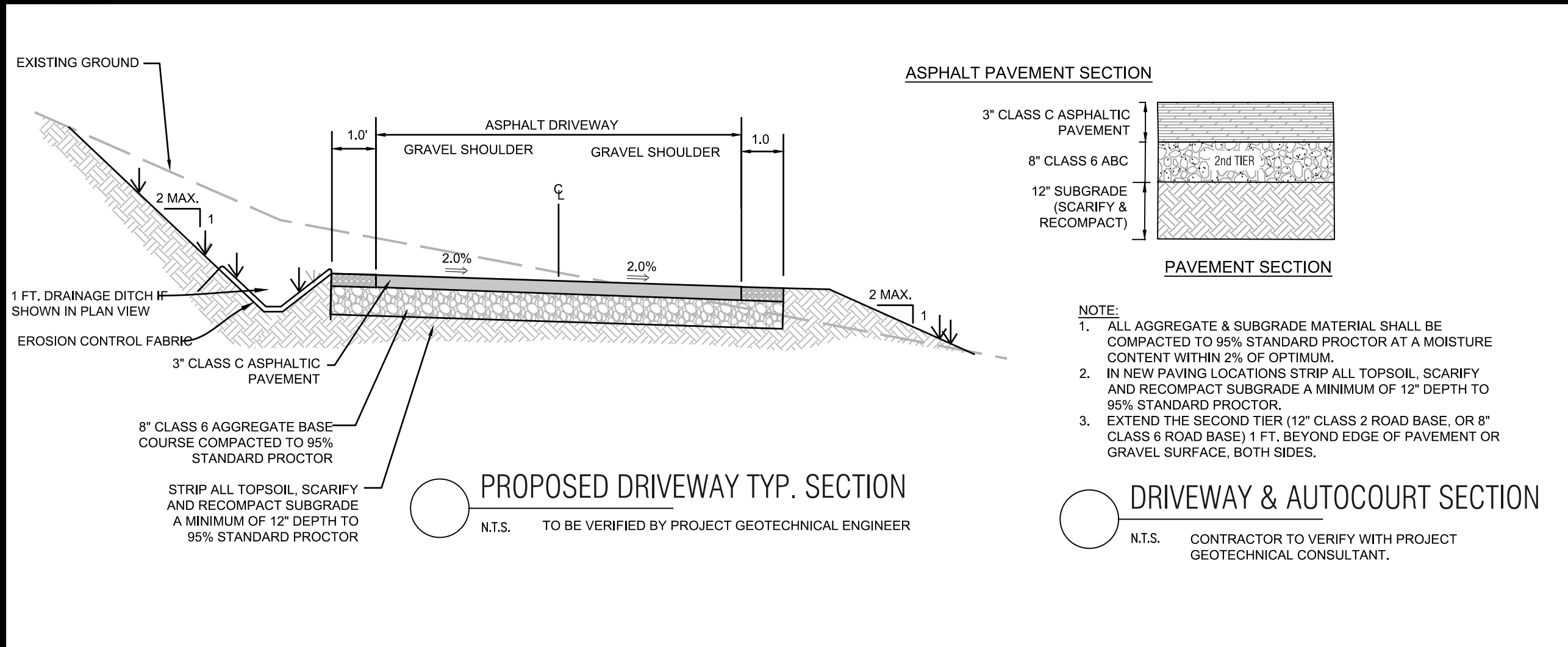
By: _____
Revision: _____
Date: _____

PROJECT NO.
23005
Designer:
PAH
Checker:
BUJ
Date:
6/10/24

Sheet
C1

File Name: **lot 3 sp-01.dwg**

N:\PROJECTS\2025\2025-2025-Minturn North Individual Lots.dwg, Lot 3 Gloucester, Lot 3 5/10/25 7:00 AM



Boundaries Unlimited Inc.
Civil Engineering
Surveying
& Beyond

923 Cooper Ave., Ste. 201
Glenwood Springs, CO 81601
(770) 970.945.5252
www.bu-inc.com

Subsurface Utility Engineering (SUE)
Required Project: **TBD**
If Yes: SUE Certification by:
Firm: **TBD**
Job #: **TBD**
Date: **TBD**

Engineer or Surveyor Seal

COLORADO LICENSED
6/13/25
19082
PROFESSIONAL ENGINEER

Client Information:
MINTURN NORTH LAND COMPANY LLC
PO BOX 2633
EDWARDS, CO 81632
970 926-1720

NORTH

0 10' 20'
Scale: 1" = 10'

811
Know what's below.
Call before you dig.

Lot 3, Minturn North P.U.D.
Details and Notes
Permit Set 6/13/25

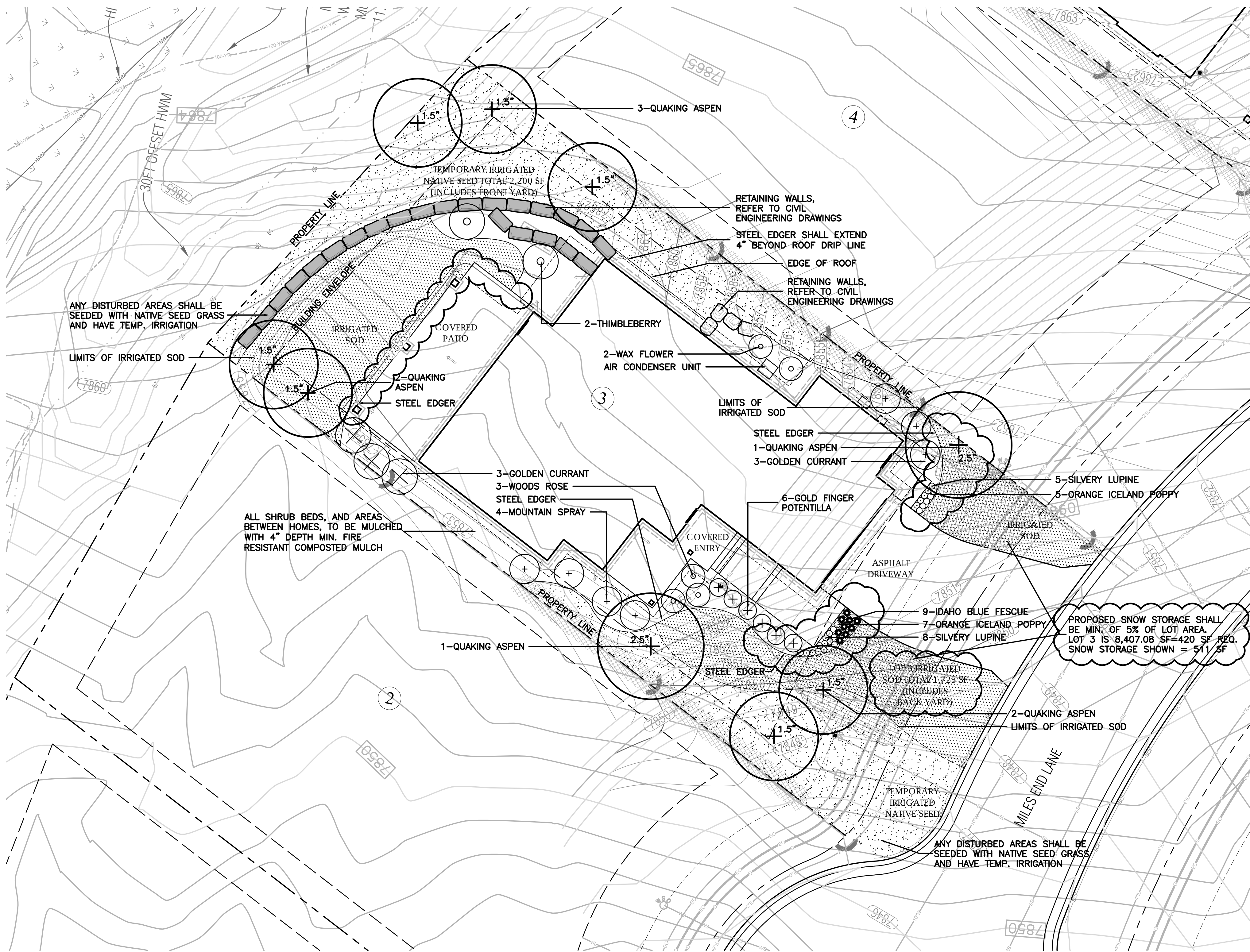
TOWN OF MINTURN, COLORADO

By	Revision	Date
	1	
	2	
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	10	

PROJECT NO. 2005
Designer: **PAH**
Checker: **BUJ**
Date: **6/10/24**

Sheet **C2**

File Name: **lot 3 sp-01.dwg**



General Notes and Specifications:

- 1. All areas disturbed by construction and not designated a shrub bed or sod, shall be planted with the specified native grass seed.
- 2. The contractor shall maintain positive drainage away from all walls and walkways. Fine grading shall be approved prior to planting.
- 3. The Landscape Plan shall be reviewed on site prior to installation to ensure planting meets the intent of the design guidelines and Town of Minturn standards.
- 4. See Civil Engineering sheets for final grading and drainage.
- 5. Snow Storage area shall be a min. of 25% of all driveway and parking areas.

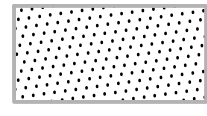
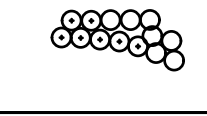
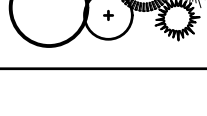
Revegetation Notes:

- 1. Seed shall be broadcast and raked to 1/4" depth.
- 2. Apply Biodegradable Green Dyed-Wood Cellulose-Fiber Mulch to all seeded Areas at a rate of 20 lbs. per 1,000 s.f.
- 3. Prior to seeding, apply min. 6" topsoil, 10 lbs./1,000 s.f. Superphosphate and 40 lbs./1,000 s.f. Biosol Complete Fertilizer.

Fire Mitigation Recommendations:

- 1. Zone 1 (15' from building and integral planting): no highly flammable plants, such as evergreen trees and shrubs should be planted within 15' of the structure or attachments.
- 2. Zone 2 (70' from building and Integral planting): a 10' crown separation must be maintained for all evergreen trees and shrubs over 4' height. A 4' crown separation must be maintained for evergreen shrubs under 4' height.
- 3. Plants listed on forest service publication 6.305 FireWise Plant Material can be used in any zone.
- 4. Existing junipers within Zone 1 and Zone 2 must be limbed 1/2 of their total height, but no more than 10' height.
- 5. Dead limbs shall be removed from all existing Serviceberry within Zone 1 or Zone 2.
- 6. If necessary, final existing vegetation to be limbed or removed for fire mitigation purposes will be subject to the constraints of the final unit site plans and reviewed on site with a representative from the Town of Minturn on a unit by unit basis prior to construction.

LEGEND & IRRIGATION CALCULATIONS:

Permanent Irrigation		Square Footage of Irrigation
	Permanent Pop-Up Spray Irrigation For Bluegrass Sod	1,725 SF
	Permanent micro-spray or drip irrigation for perennial beds	25 PERENNIALS x 1 SF = 25 SF
	Permanent Drip Irrigation For B&B Trees	9 TREES x 4.5 SF = 40.5 SF
	Permanent Drip Irrigation For 5 gal. Shrubs & Grasses	32 SHRUBS x 3 SF = 96 SF
		TOTAL PERMANENT IRRIGATED AREA: 1,887 SF
	Temporary Spray Irrigation For Native Seed	2,200 SF

IRRIGATION NOTES:

- 1. DESIGN CRITERIA: DESIGN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM TO UNIFORMLY IRRIGATE ALL PLANTING AREAS. ZONE IRRIGATED SOD, NATIVE SEED GRASS, AND SHRUB PLANTING AREAS SEPARATELY. PROVIDE DRIP IRRIGATION FOR SHRUB BEDS. PROVIDE MICRO-SPRAY HEADS OR DRIP IRRIGATION, DEPENDING ON PLANT MATERIAL, IN PERENNIAL AND GROUNDCOVER BEDS. DESIGN ROTORS FOR TURF GRASS AREAS MORE THAN 40' WIDE, AND POP-UP SPRAY HEADS FOR AREAS LESS THAN 40' WIDE.
- 2. ALL TREES AND SHRUBS TO BE DRIP IRRIGATED.

ALL DISTURBED AREAS SHALL BE SEEDED WITH: 'DRY NATIVE MOUNTAIN' SEED MIX

THIS SEED MIX HAS BEEN CHOSEN FOR THE SPECIFIC PROJECT LOCATION AND ELEVATION. LANDSCAPE INSTALLER SHALL NOT DEVIATE FROM THIS REVEGETATION SEED MIX WITHOUT WRITTEN APPROVAL FROM THE RESORT CONCEPTS SITE MANAGER.

COMMON NAME	SEEDING RATE % MIX	BULK LBS PER ACRE
SANDBERG BLUE	10%	5.00
MOUNTAIN BROME	20%	10.00
SLENDER WHEATGRASS	15%	7.50
BLUEBUNCH WHEATGRASS	10%	5.00
ROCKY MOUNTAIN FESCUE	10%	5.00
THICKSPIKE WHEATGRASS	15%	7.50
BOTTLEBRUSH SQUIRRELTAIL	2.5%	1.25
STREAMBANK WHEATGRASS	15%	7.50
PRAIRIE JUNGRASS	2.5%	1.25
TOTAL LBS./ACRE	100%	50

NOTES:

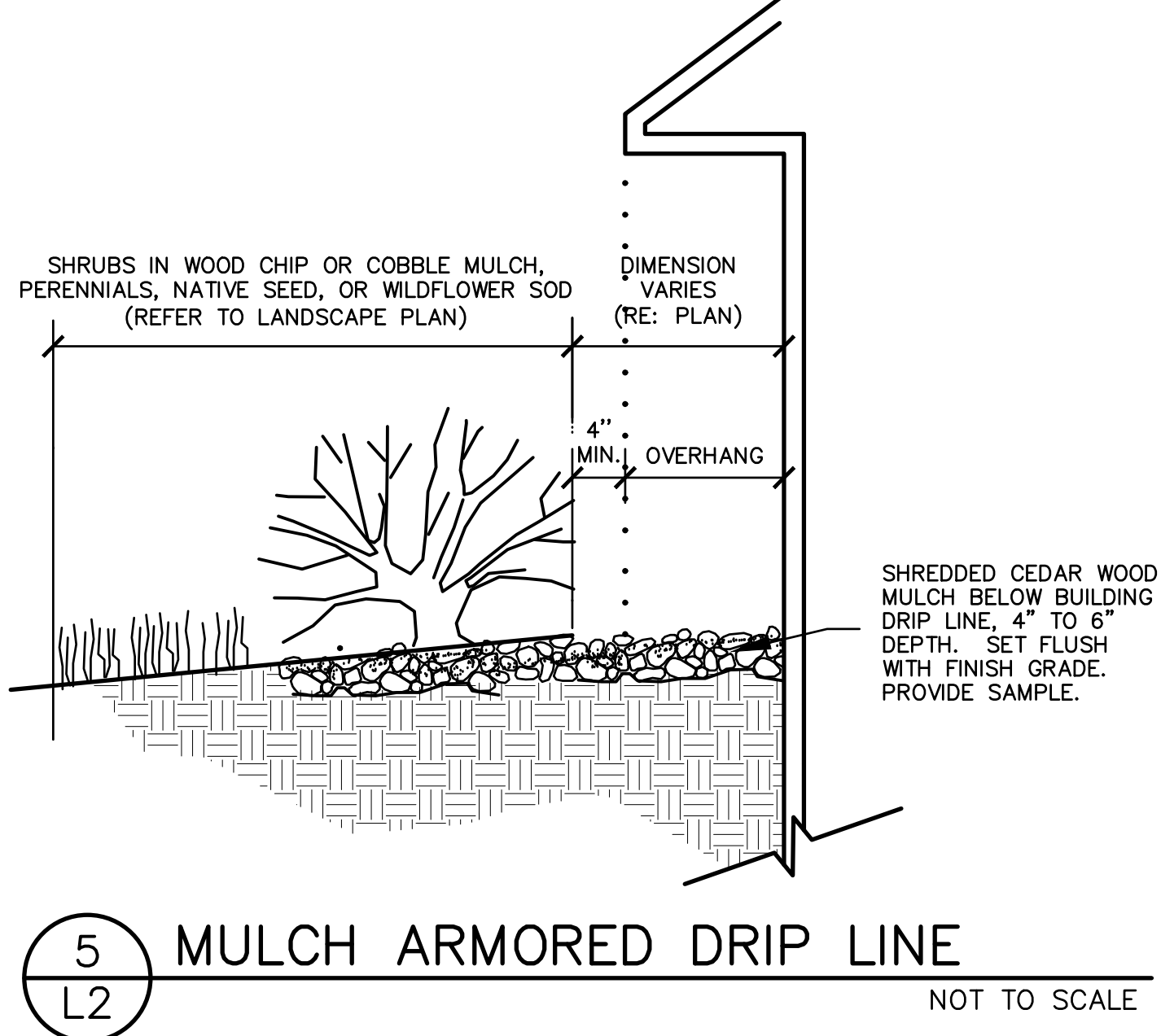
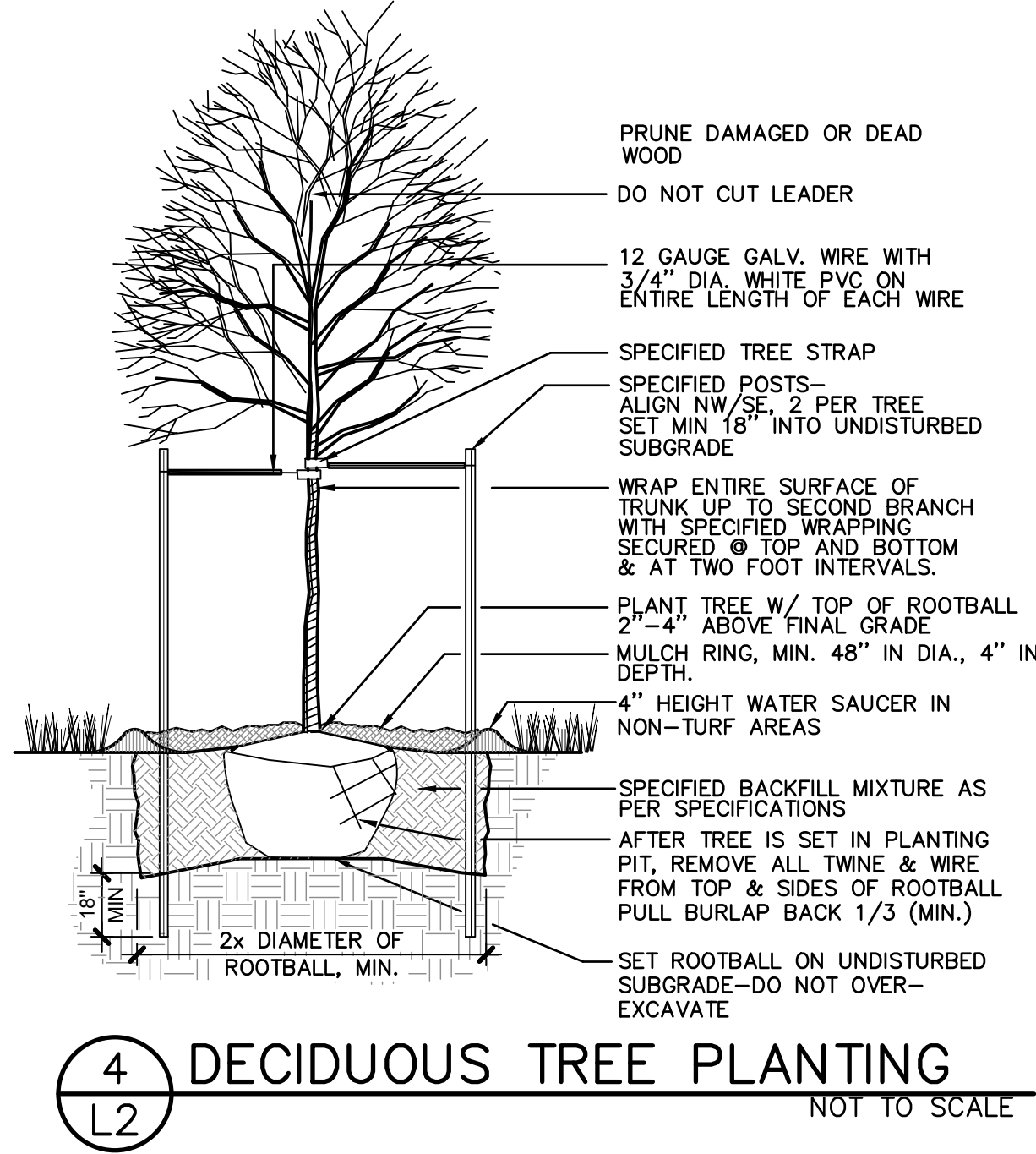
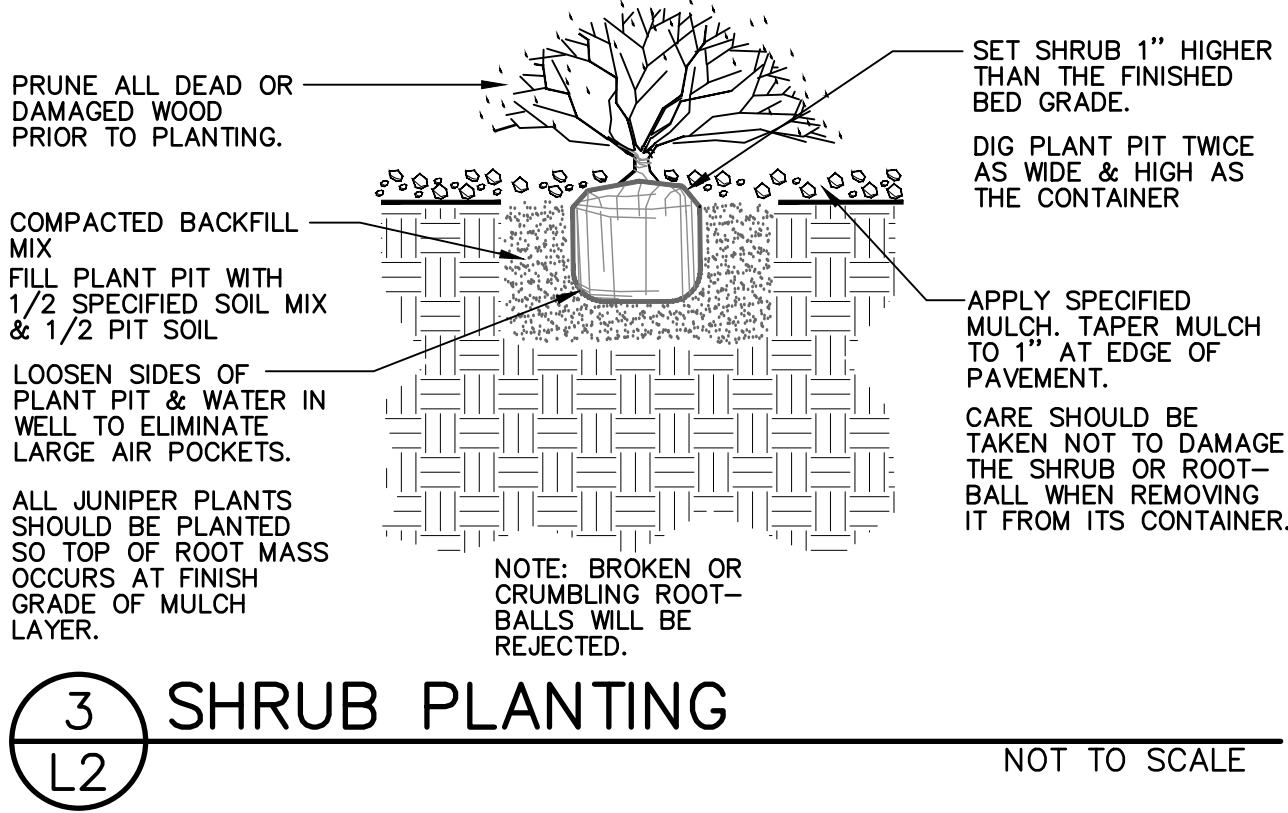
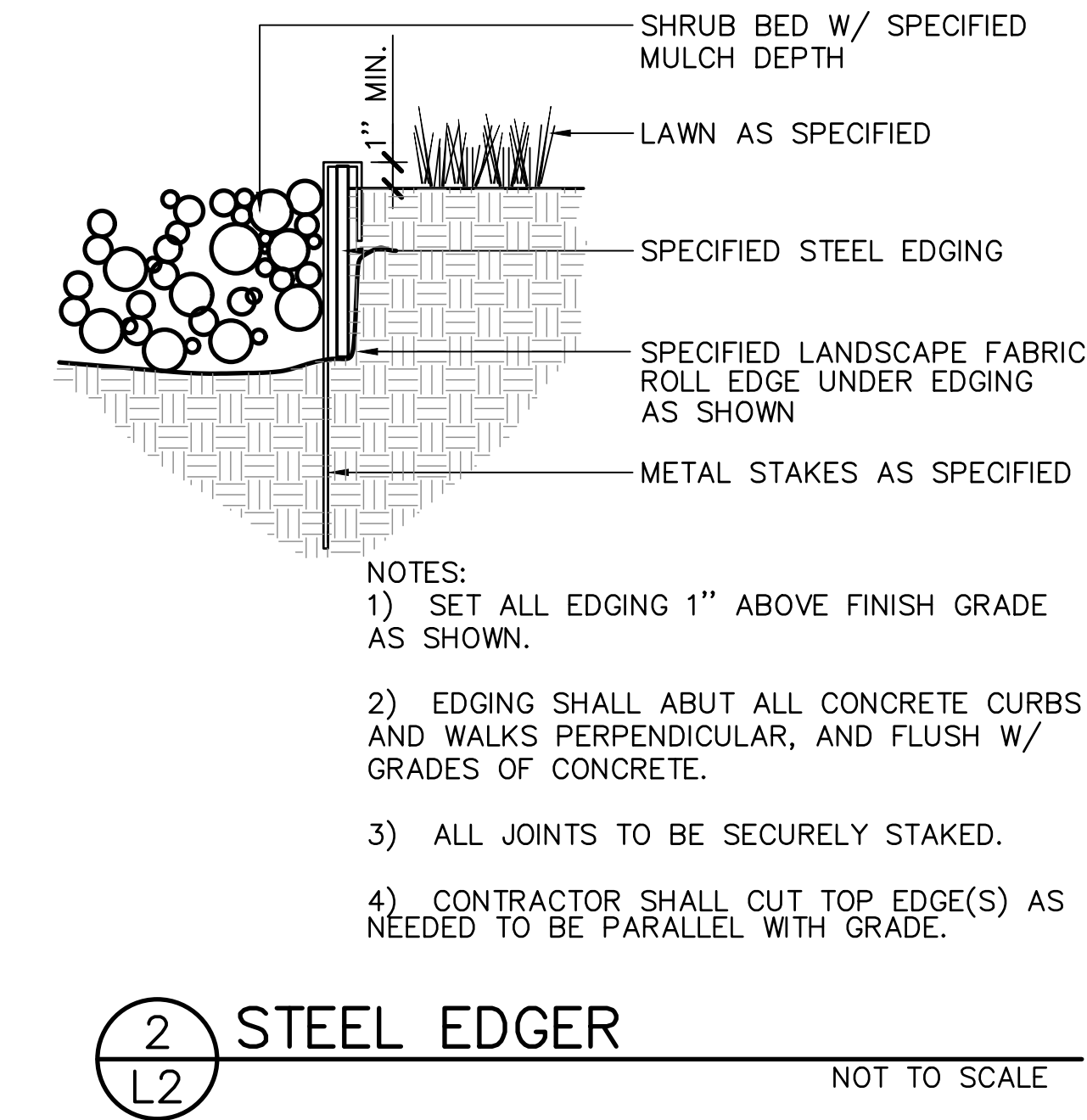
PERCENTAGES OF MIXES VARY YEAR-TO-YEAR DEPENDING ON HARVEST OF SEEDS, HYDROSEED OR HAND BROADCAST: 1 LB. PER 1,000 SQ. FT. OR 50 LBS. PER ACRE. RAKE IN 1/2" DEEP AND IRRIGATE, IF POSSIBLE UNTIL ESTABLISHED. 'DRY NATIVE MOUNTAIN' SEED MIX IS AVAILABLE FROM PAWNEE BUTTES SEED INC., 605 25TH STREET, GREELEY, CO 80632. PHONE: 1-800-782-5947 WEBSITE: PAWNEEBUTTESSEED.COM

PROPOSED PLANT MATERIALS LIST

Note: All plant material has been chosen from the CSU Extension Office recommended plant lists. These lists have been cross referenced to find suitable plants for the elevation of Minturn (10,000 ft and above), and also to maximize use of plants native to the area, low-water use plants, and plants that enhance habitat and food sources for insects, butterflies, birds and other animals. The cross referenced lists are the following:

- CSU Extension, Fire Wise Plant Materials - 6.305
- CSU Extension, Trees and Shrubs for Mountain Areas - Fact Sheet No. 7.423
- CSU Extension, Low-Water Native Plants for Colorado Gardens, Mountains 7,500' and Above - CO Native Plant Society
- CSU Extension, Native Trees for Colorado Landscapes - Fact Sheet No. 7.421
- CSU Extension, Native Shrubs for Colorado Landscapes - Fact Sheet No. 7.422

QUAN.	COMMON/ BOTANICAL NAME	FIRE MITIGATION ZONE	SIZE	COMMENTS
DECIDUOUS TREES				
5	Quaking Aspen Populus tremuloides	1 & 2	1.5" cal.	Specimen quality B&B, guyed
4	Quaking Aspen Populus tremuloides	1 & 2	2.5" cal.	Specimen quality B&B, guyed
ORNAMENTAL GRASSES (planted @ 12" O.C. spacing)				
9	Idaho Fescue Grass, Festuca idahoensis 'Siskiyou Blue'	1 & 2	1 gal.	Container Full
PERENNIAL FLOWERS (planted @ 12" O.C. spacing)				
12	Orange Iceland Poppy Papaver nudicaule	1 & 2	Flats of 15 or 32	
13	Silvery Lupine Lupinus argenteus	1 & 2	Flats of 15	
DECIDUOUS SHRUBS				
6	Golden Currant Ribes aureum	1 & 2	5 gal.	Container, 5 canes minimum 24"-36" ht.
6	Goldfinger Potentilla Potentilla fruticosa 'Goldfinger' or 'Gold Drop'	1 & 2	5 gal.	Container, 5 canes minimum 12"-18" ht.
4	Mountain Spray Holodiscus dumosus	1 & 2	5 gal.	Container, 5 canes minimum 18"-24" ht.
2	Thimbleberry Rubus parviflorus	1 & 2	5 gal.	Container, 5 canes minimum 18"-24" ht.
2	Waxflower Jamesia americana	1 & 2	5 gal.	Container, 5 canes minimum 24"-36" ht.
3	Wood's Rose Rosa woodsii	1 & 2	5 gal.	Container, 5 canes minimum 12"-18" ht.





**Know what's below.
Call before you dig.**

LANDSCAPE ARCHITECT:
TOMINA TOWNSEND, LA
PO BOX 3000, PMB 301
EDWARDS, CO 81632
P. 303.572.7876
TTownsend@ResortConceptsCO.com

MINTURN NORTH P.U.D.

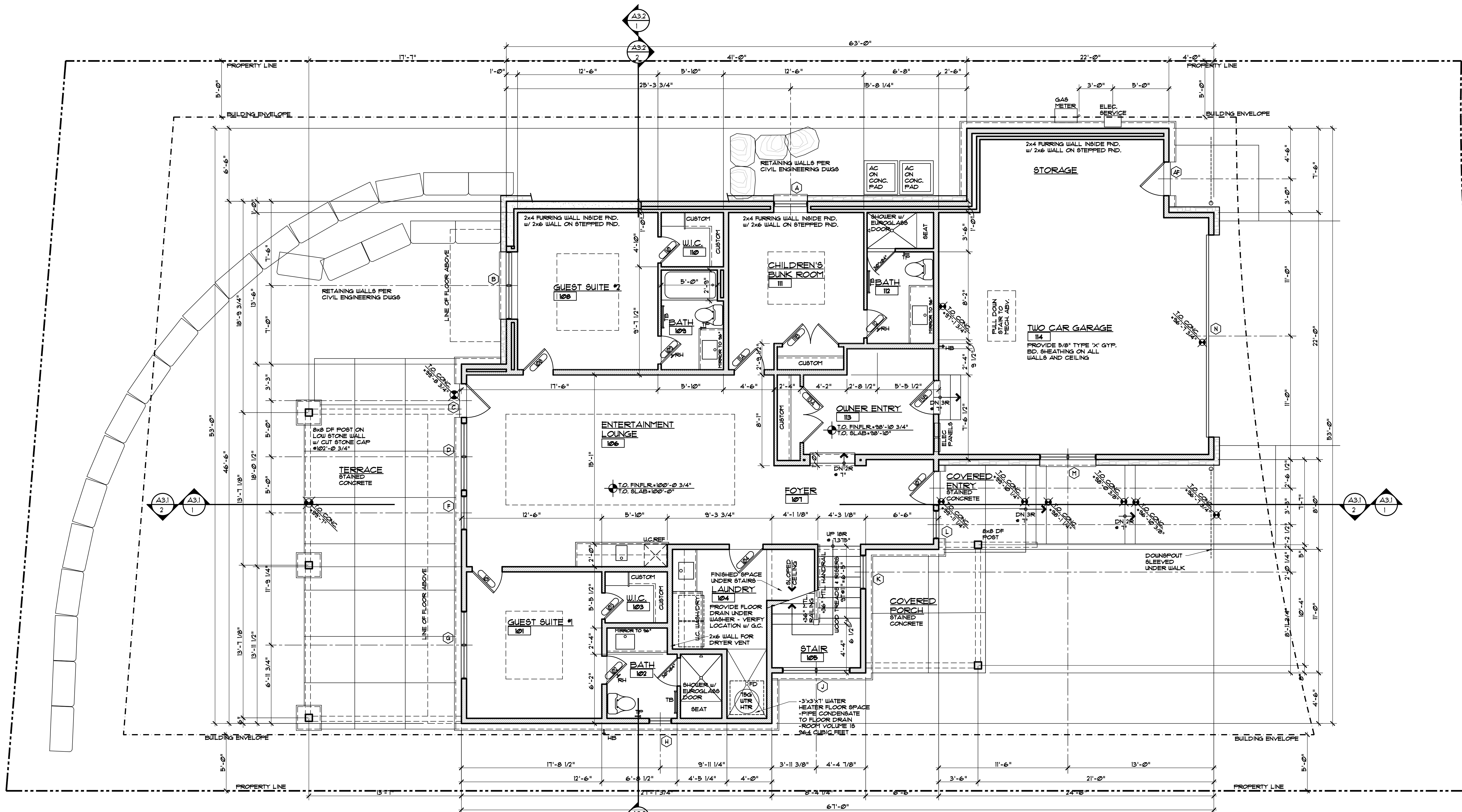
LOT 3-LANDSCAPE PLAN

TOWN OF MINTURN, COLORADO

DESIGNED: TT
DRAWN: TT
CHECKED: RH
DATE: June 14, 2024
REVISIONS:
REVISED DRB SUBMITTAL: 7.10.24
(NO CHANGES TO LANDSCAPE)
REVISED DRB SUBMITTAL: 11.25.24
(2 TREE LOCATIONS SHIFTED SLIGHTLY DUE TO CONFLICTS WITH UPDATED UTILITY LOCATIONS AND MODIFIED LANDSCAPE FOR REVERSED WALL LAYOUT AND FRONT PATIO LAYOUT)
PERMIT SET: 6.13.25
(SLIGHT SHIFT OF LANDSCAPE BED EDGE, PATIO AND SNOW STORAGE AREA)

PERMIT SET

SHEET TITLE:
LANDSCAPE
NOTES & DETAILS
SCALE: NOT TO SCALE
SHEET NUMBER:
L2



GENERAL NOTES:
1. ALL DIMENSIONS ARE TO FACE OF STUD, FACE OF CONCRETE OR CENTER OF POSTS, UNLESS NOTED OTHERWISE.
2. TOP OF WALL HEIGHTS EQUAL TOP OF FLAT PLATE OR LOWER POINT ON BEVELED WALL PLATES.
3. DO NOT SCALE DRAWINGS. NOTIFY ARCHITECT IMMEDIATELY UPON FINDING ANY DISCREPANCIES IN DOCUMENTS.
4. ALL WORK SHALL COMPLY WITH STATE & LOCAL CODES AND ORDINANCES, BE BUILT TO INDUSTRY STANDARDS AND BE PERFORMED TO THE HIGHEST LEVEL OF CRAFTSMANSHIP.
5. VERIFY ALL FINISHED FLOOR THICKNESS FOR DETERMINING MOUNTING HEIGHTS, STAIR CONSTRUCTION, ETC.
6. CABINET LAYOUT, APPLIANCE SPECIFICATIONS, AND ELECTRICAL LOW VOLTAGE REQUIREMENTS & LOCATIONS NEED TO BE VERIFIED BY GENERAL CONTRACTOR PRIOR TO INSTALLATION.
7. FRAMING CONTRACTOR TO PROVIDE BLOCKING FOR ALL SURFACE MOUNTED ACCESSORIES AND SHALL COORDINATE PLACEMENT WITH ON-SITE SUPERVISOR PRIOR TO INSTALLATION.
8. VERIFY ALL VENTING, DUCTWORK, SUPPLY AND RETURN AIR LOCATIONS w/ HVAC CONTRACTOR PRIOR TO COMPLETION OF FRAMING & ELECTRICAL ROUGH-IN. GENERAL CONTRACTOR TO APPROVE ALL LOCATIONS.
9. DROPPED CEILING AND SOFFIT LOCATIONS SHALL BE APPROVED BY ON-SITE SUPERVISOR AND COORDINATED w/ MECP. SUB-CONTRACTORS PRIOR TO INSTALLATION.
10. REFER TO WINDOW MANUFACTURER SHOP DRAWINGS FOR EXACT ROUGH OPENINGS FOR ALL DOORS & WINDOWS. NOTIFY ARCHITECT IMMEDIATELY WITH ANY ISSUES REGARDING HEADERS AND/OR POSTING.
11. ALL INTERIOR DRYWALL IS 5/8" GYPSUM BOARD UNO.
12. 5/8" FIBER-REINFORCED GYPSUM PANELS OR FIBER-CEMENT BACKER BOARD SHALL BE INSTALLED IN ALL WET LOCATIONS BEHIND TILE.
13. 5/8" GYPSUM BOARD ON CEILING FRAMING AT 24" O.C. MUST BE INSTALLED PERPENDICULAR TO FRAMING MEMBERS.

EGGERS
ARCHITECTURE, INC.
PO BOX 798
KREMMLING, CO 80459
(970) 724-3411 CELL: (970) 409-9790
don.eggars@eggarsarchitecture.com

RESORT CONCEPTS
225 MAIN STREET, SUITE C-101
EDWARDS, COLORADO
(970) 926-1720



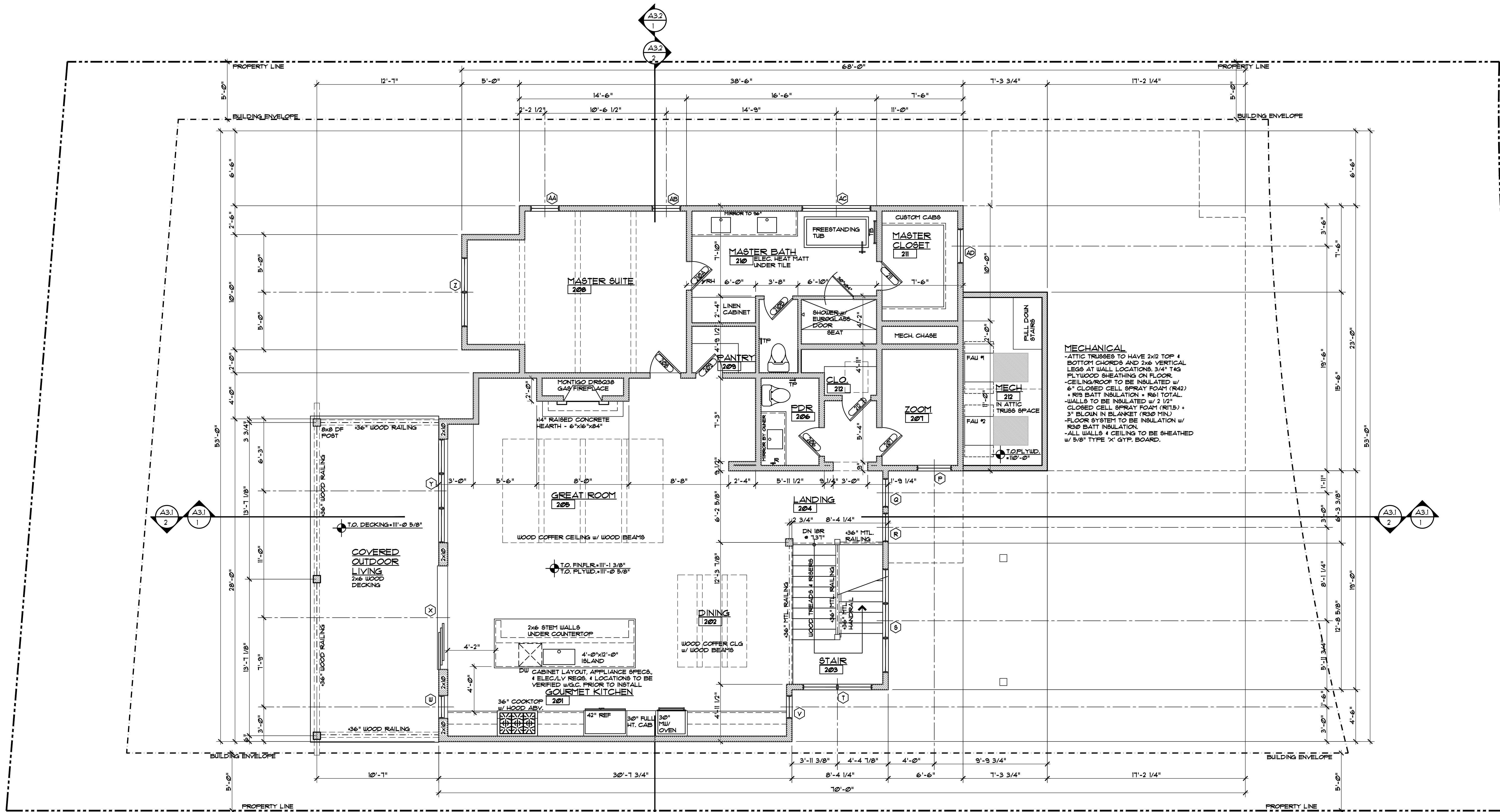
GOICOECHEA
226 MILES END LANE
LOT 03, MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22 L03

ISSUED		COMMENTS	
#	DATE	BY	
8	6-19-25	DUE	BUILDING PERMIT SET
6	5-30-25	DUE	BUILDING PERMIT SET (NOT SUBMITTED)
3	11-25-24	DUE	DREB SUBMITTAL #2 SET
2	1-10-24	DUE	REVISED DREB SUBMITTAL

A1.1

DISCLAIMER: ALL PLANS, RENDERINGS, SPECIFICATIONS AND MARKETING MATERIALS ARE SUBJECT TO REVISIONS AND MODIFICATIONS AT DEVELOPERS SOLE DISCRETION DUE TO SITE SPECIFIC GRADING CONDITIONS, AVAILABILITY OF MATERIALS, AVAILABILITY OF LABOR, MANUFACTURER SUPPLY SHORTAGES, AND GOVERNMENTAL AGENCY CHANGES. ALL PLANS AND SPECIFICATIONS ARE SUBJECT TO REVISIONS AND CONDITIONS OF APPROVAL BY THE TOWN OF MINTURN CITY COUNCIL, TOWN OF MINTURN DESIGN REVIEW BOARD, TOWN OF MINTURN BUILDING PERMIT DEPARTMENT AND ALL OTHER APPLICABLE REGULATORY AGENCIES. ARTIST RENDERINGS HAVE BEEN PROVIDED FOR ILLUSTRATIVE AND MARKETING PURPOSES ONLY AND SHOULD NOT BE RELIED UPON AS A BASIS FOR PURCHASING. COLOR, MATERIALS AND DESIGN ELEMENTS ARE SUBJECT TO REFINEMENT AND REVISION WITHOUT NOTICE AT DEVELOPERS SOLE DISCRETION.



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MAIN LEVEL PLAN

1/4" = 1'-0" OF LIVING

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ARCHITECTURE, INC.
PO BOX 798
KREMMLING, CO 80459
(970) 724-3411 CELL: (970) 409-9790
don.eggert@eggertarchitecture.com

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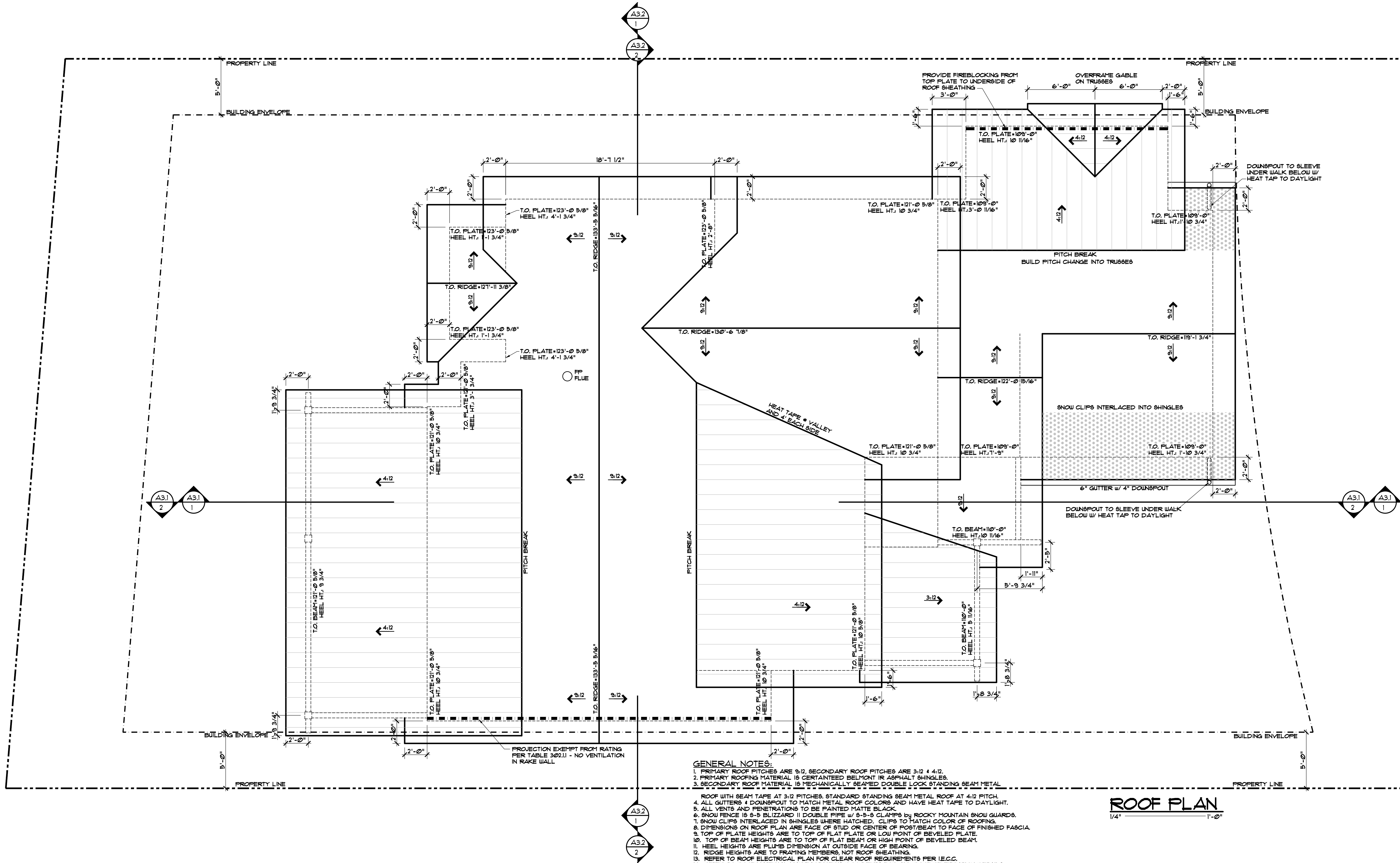
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LOT 03, MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22 L03

#	DATE	BY	COMMENTS
5	6-19-25	DUE	BUILDING PERMIT SET
6	5-30-25	DUE	BUILDING PERMIT SET (NOT SUBMITTED)
3	11-25-24	DUE	DRB SUBMITTAL #2 SET
2	1-10-24	DUE	REVISED DRB SUBMITTAL

A1.2

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

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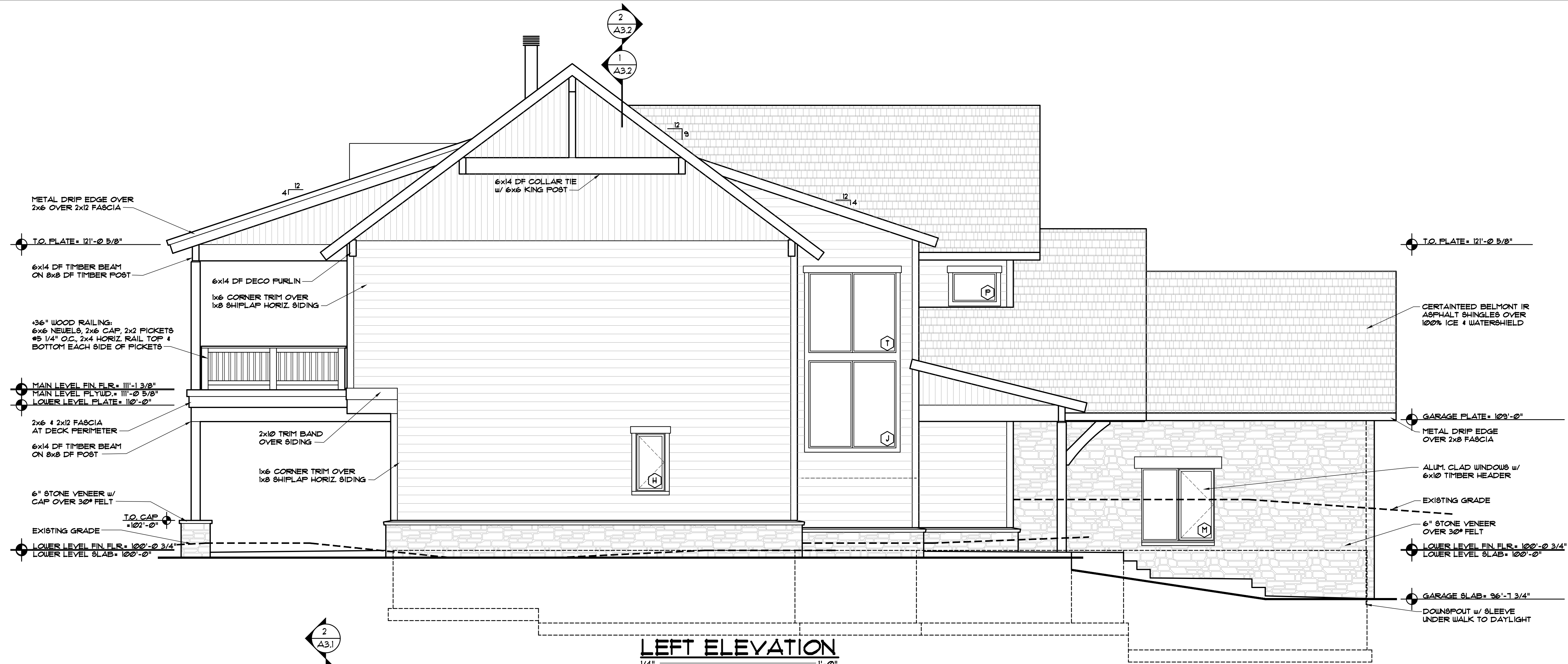


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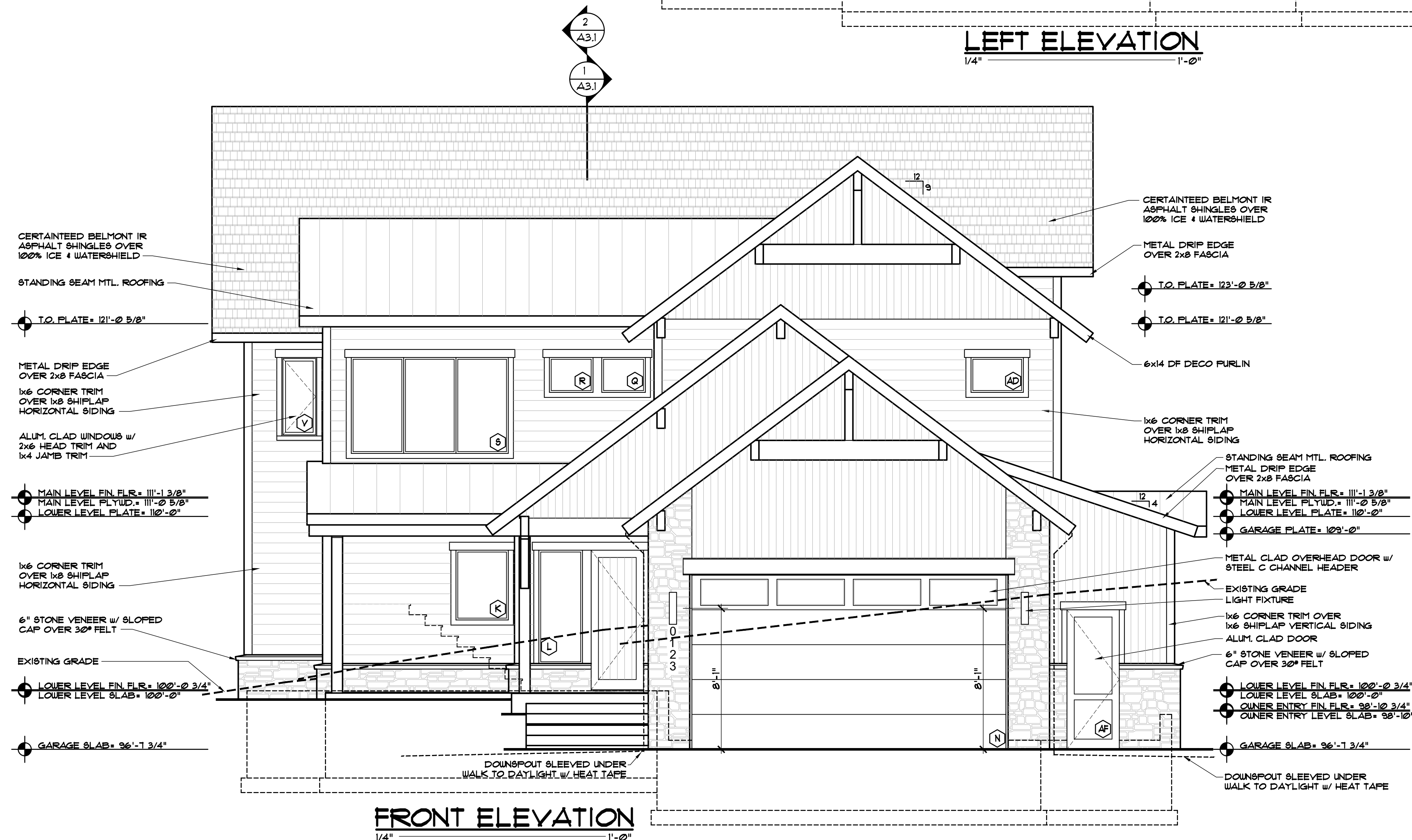
PROJECT NO: 2412-22 L03

#	DATE	BY	COMMENTS	ISSUED
5	6-19-25		BUILDING PERMIT SET	
6	5-30-25		BUILDING PERMIT SET (NOT SUBMITTED)	
3	11-25-24		DRB SUBMITTAL #2 SET	
2	1-10-24		REVISED DRB SUBMITTAL	

A1.3



LEFT ELEVATION



FRONT ELEVATION

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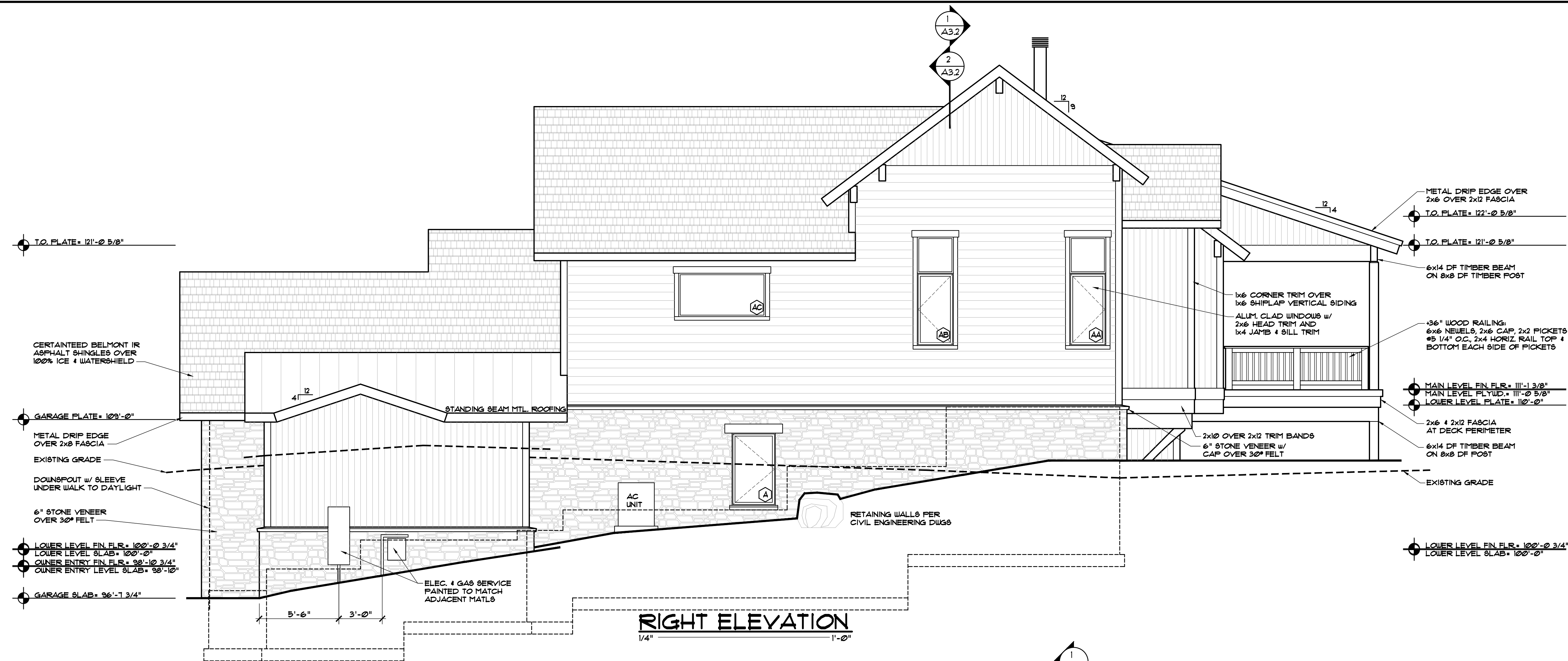


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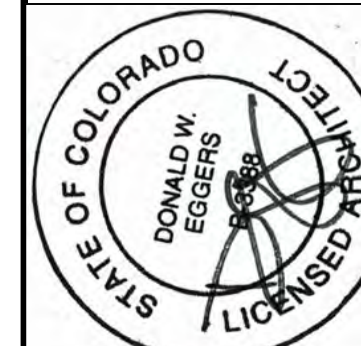
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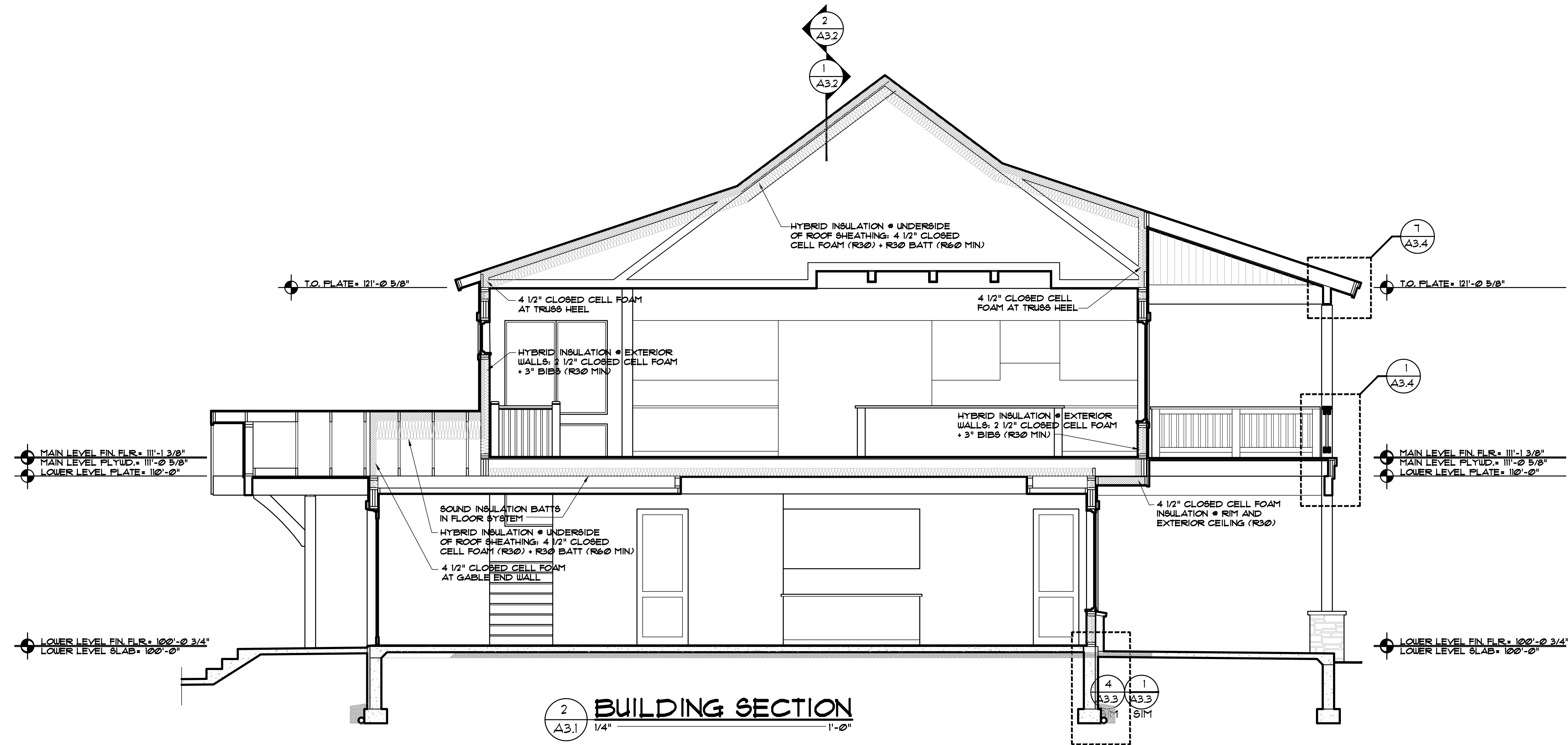


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LOT 03, MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22 L03

ISSUED			
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2	1-10-24	DUE	REVISED DRB SUBMITTAL

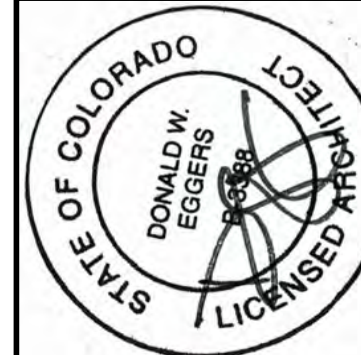
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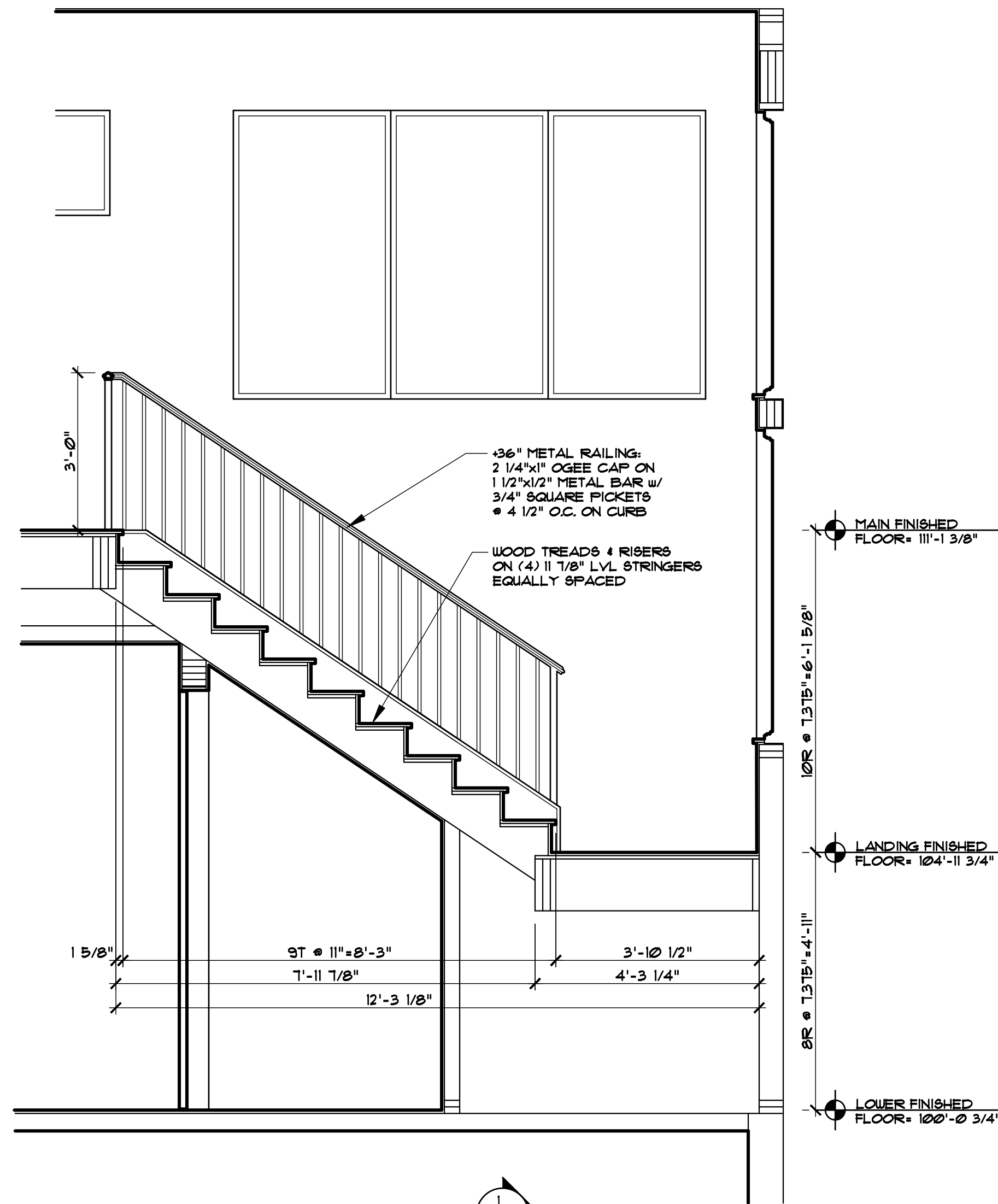


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LOT 03, MINTURN NORTH
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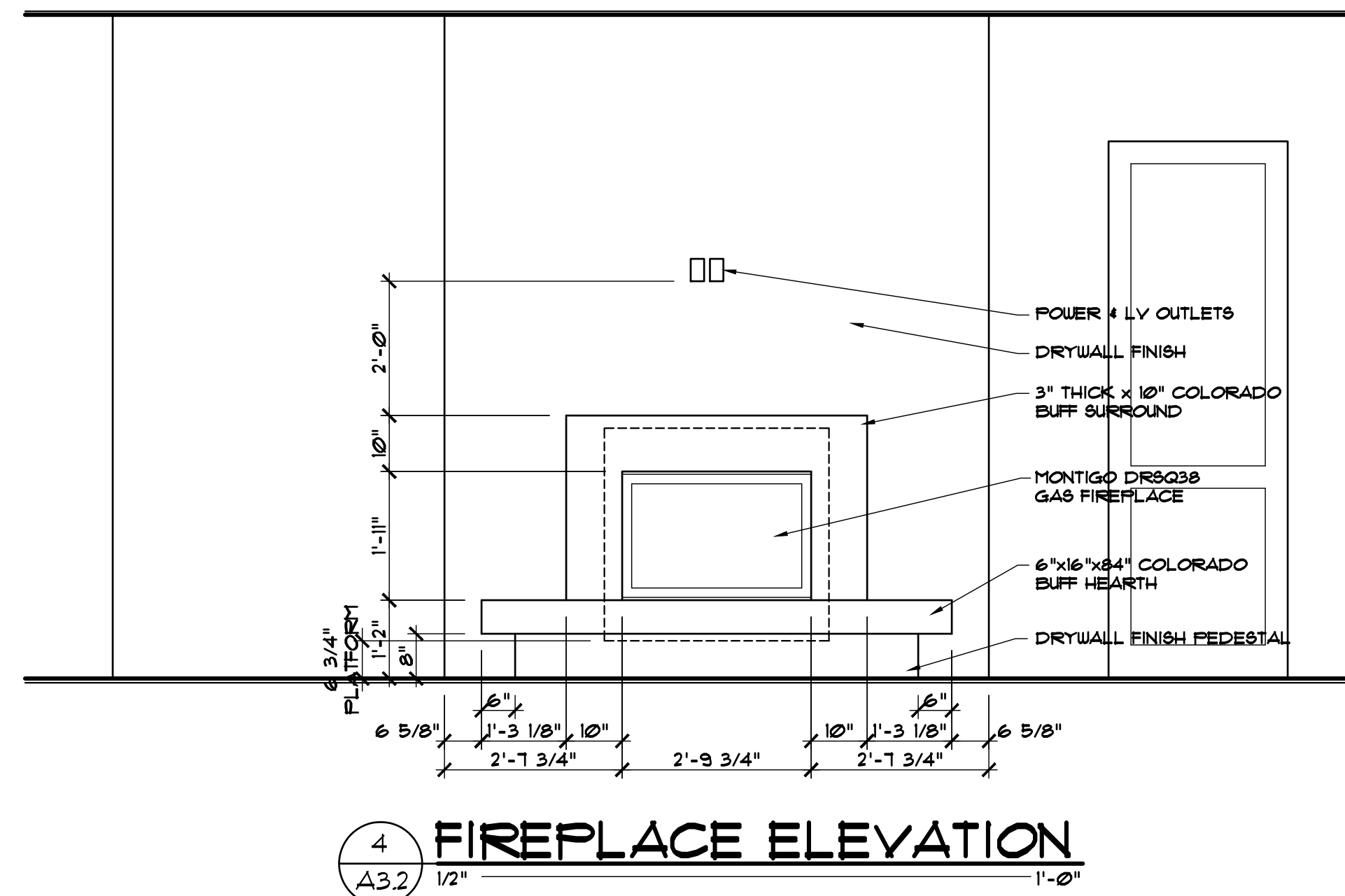
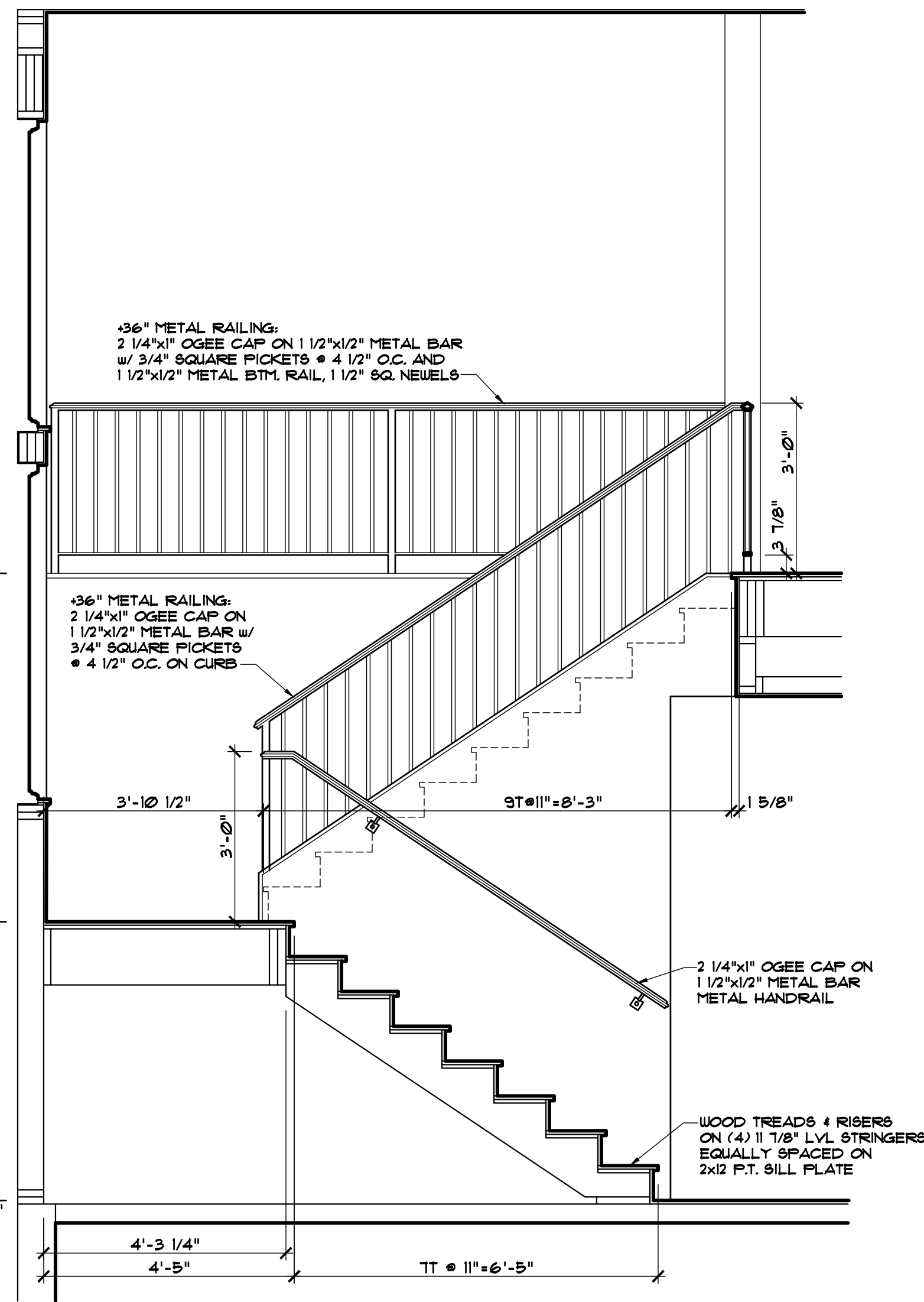
PROJECT NO: 2412-22 L03

ISSUED	#	DATE	BY	COMMENTS
	5	6-13-25	DUE	BUILDING PERMIT SET
	6	5-30-25	DUE	BUILDING PERMIT SET (NOT SUBMITTED)
	3	11-25-24	DUE	DRB SUBMITTAL #2 SET
	2	1-10-24	DUE	REVISED DRB SUBMITTAL

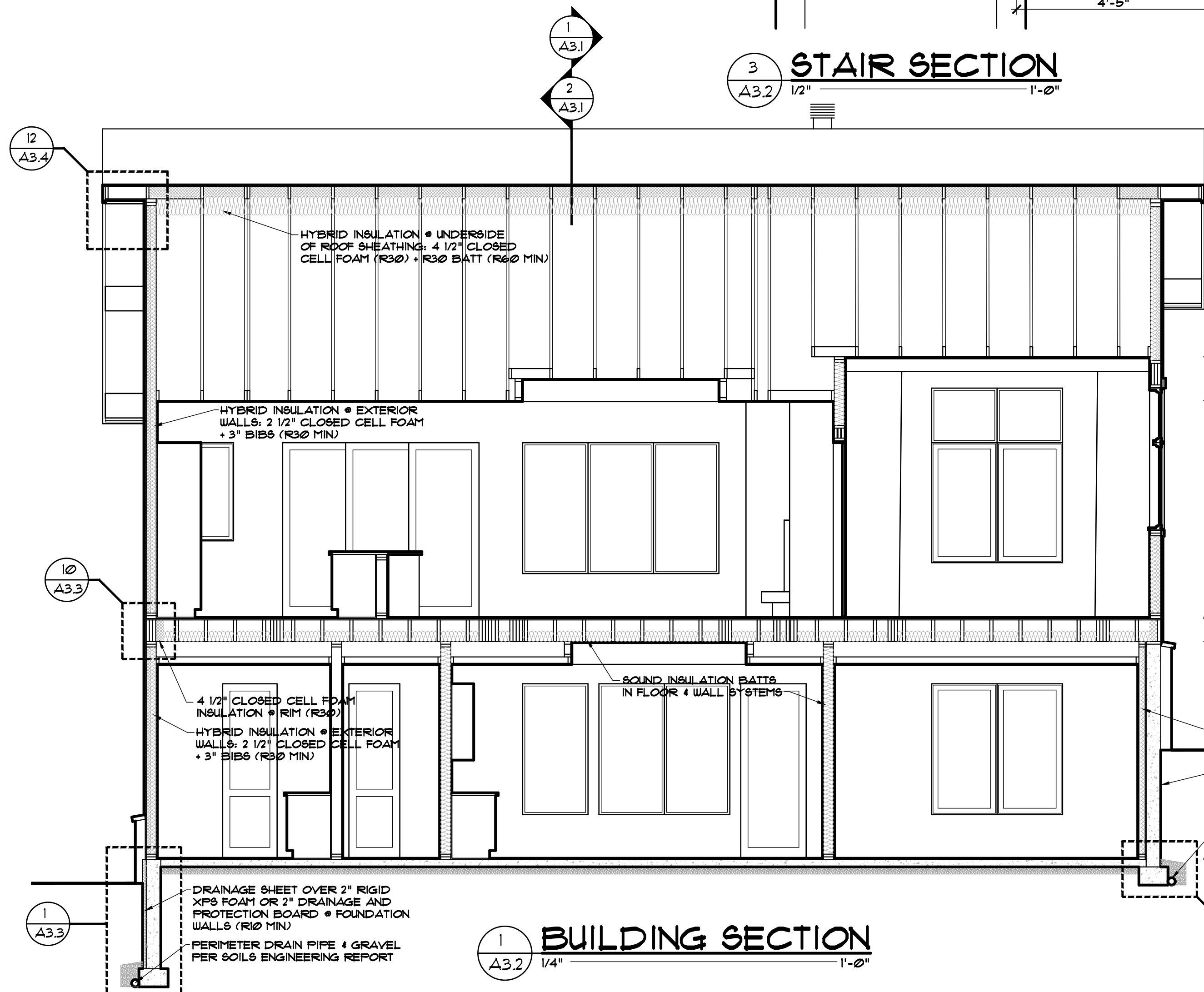
A3.1



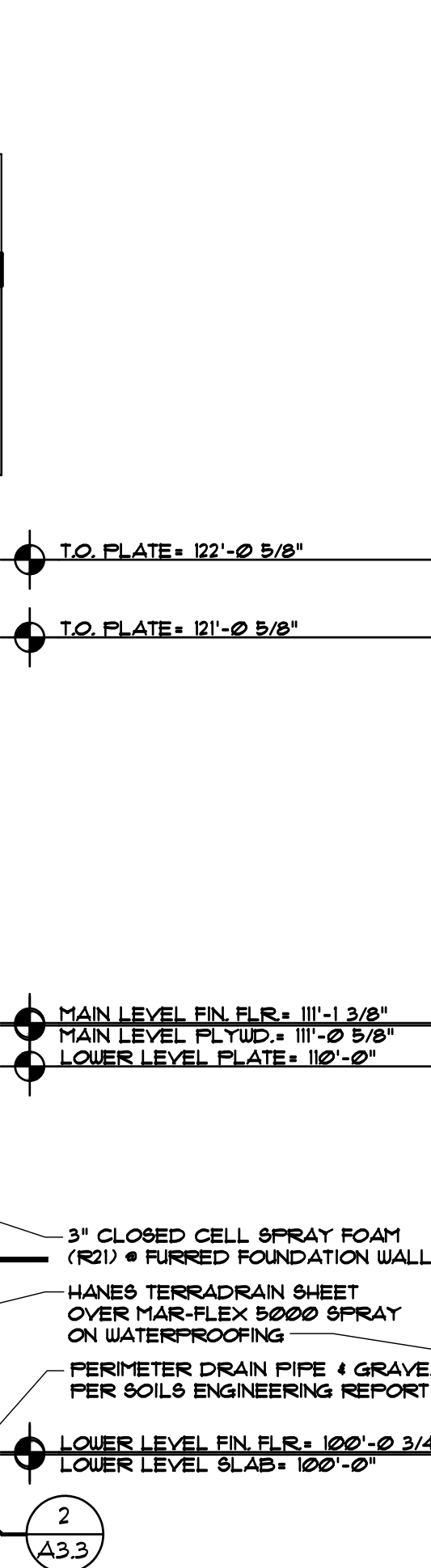
3 STAIR SECTION
1/2" = 1'-0"



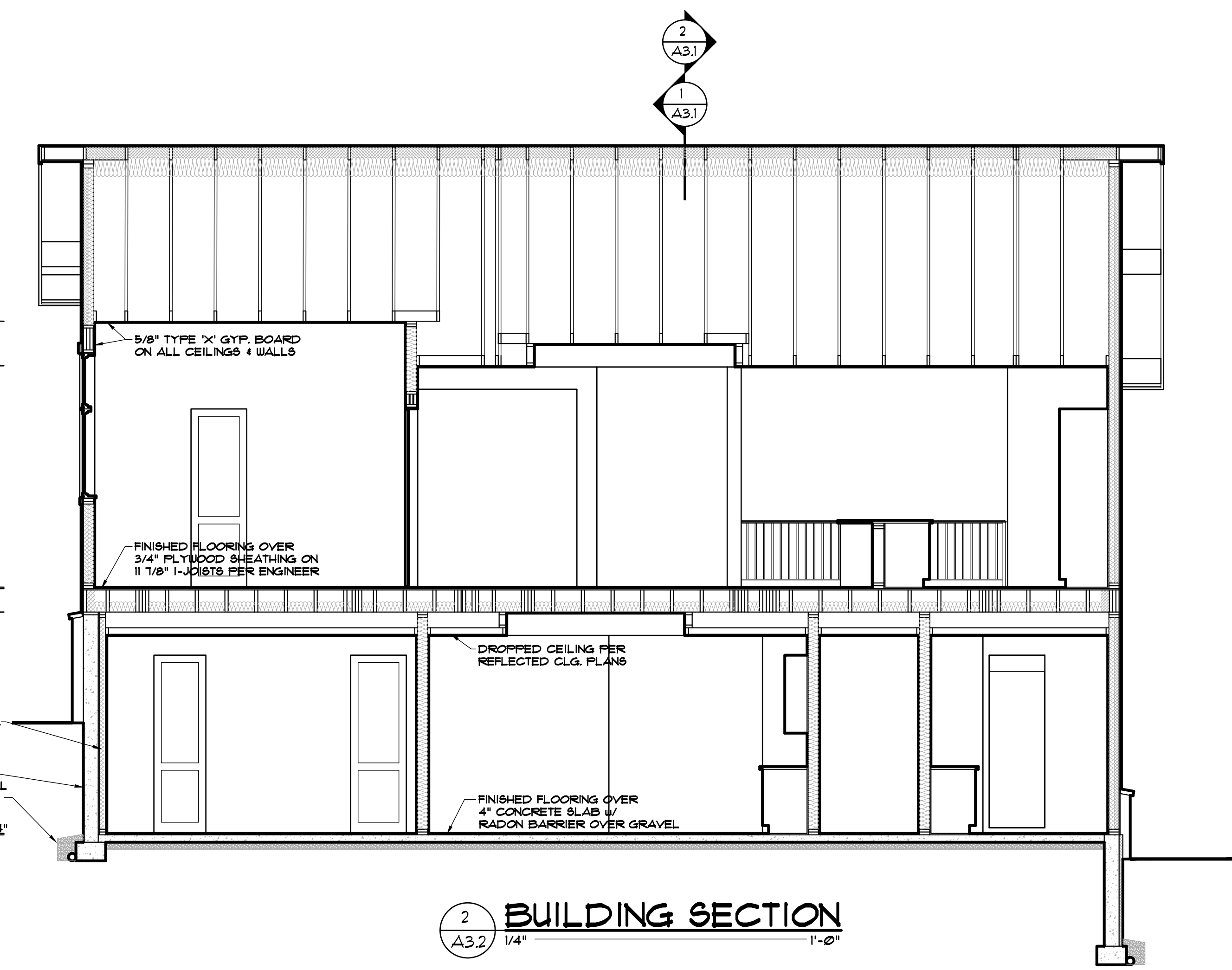
4 FIREPLACE ELEVATION
1/2" = 1'-0"



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



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



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

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EGGERS
ARCHITECTURE, INC.
PO BOX 798
KREMMLING, CO 80459
(970) 724-3411
CELL (970) 409-9790
don.eggars@eggarsarchitecture.com

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EDWARDS, COLORADO
(970) 926-1720

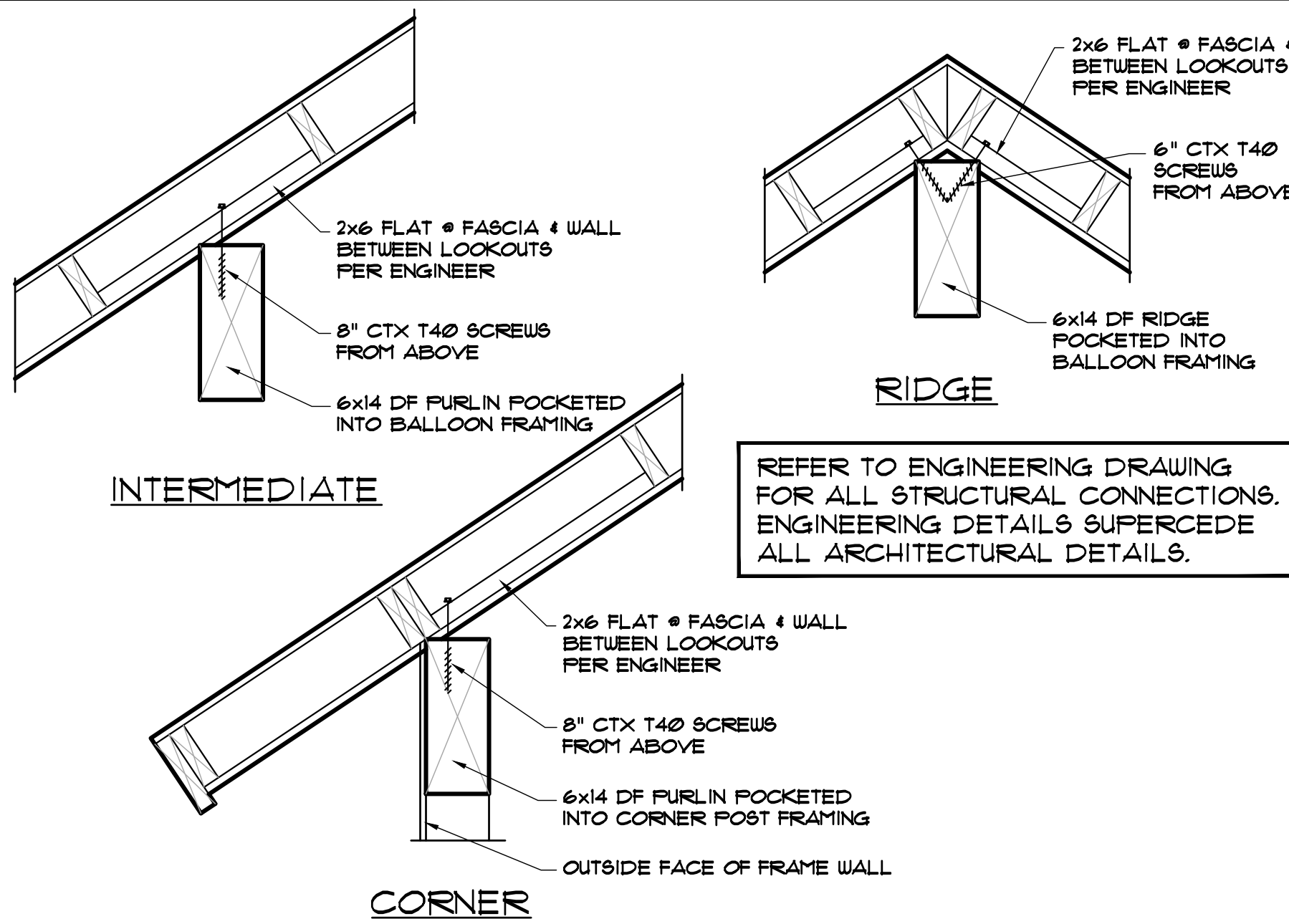


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MINTURN, COLORADO

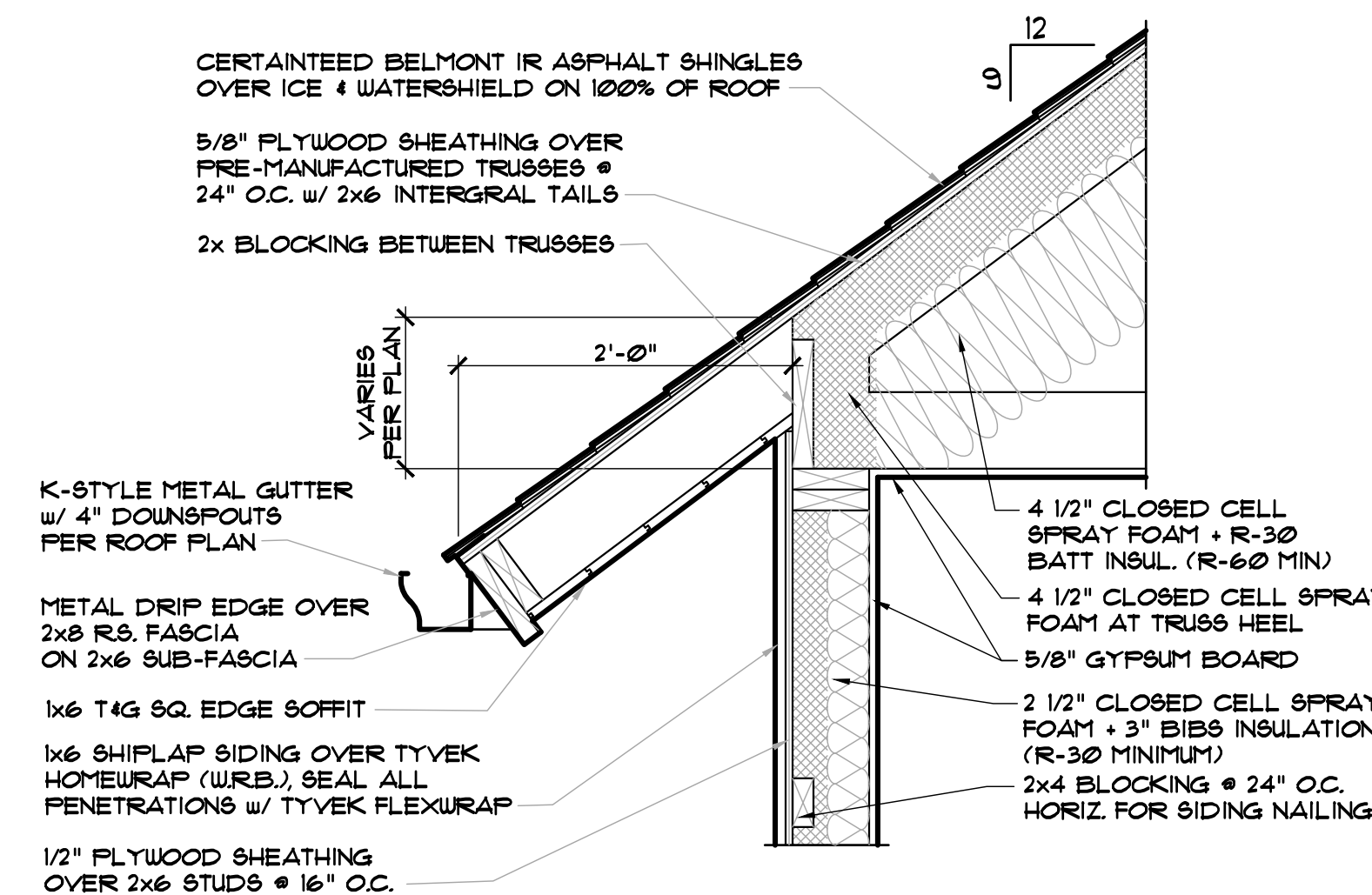
PROJECT NO: 2412-22 L03

ISSUED		COMMENTS	
#	DATE	BY	
5	6-15-25	DUE	BUILDING PERMIT SET
6	5-30-25	DUE	BUILDING PERMIT SET (NOT SUBMITTED)
3	11-25-24	DUE	DRB SUBMITTAL #2 SET
2	1-10-24	DUE	REVISED DRB SUBMITTAL

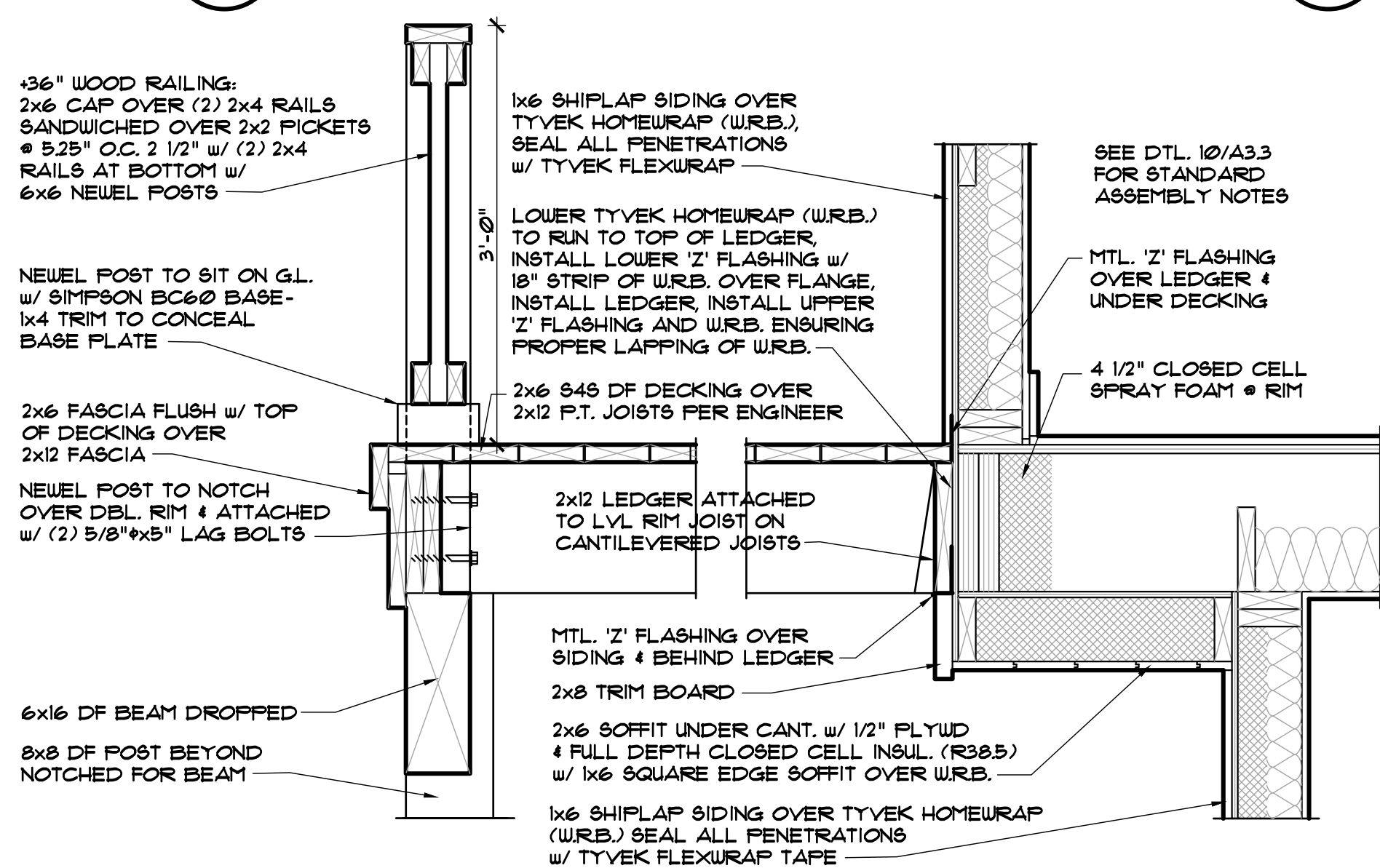
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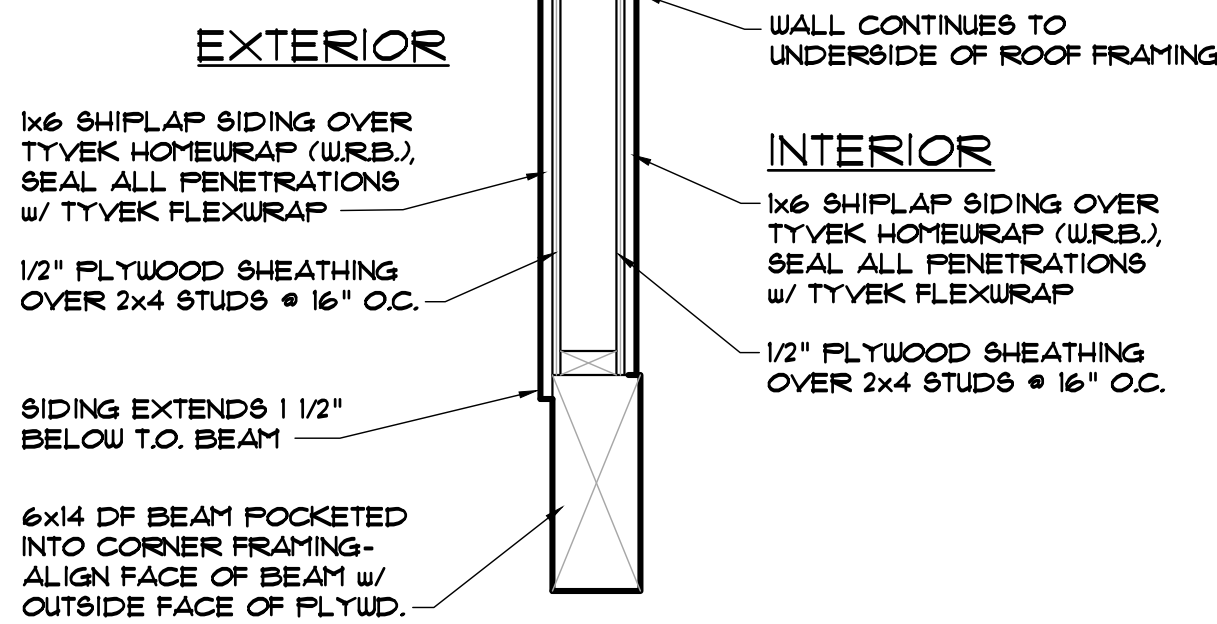
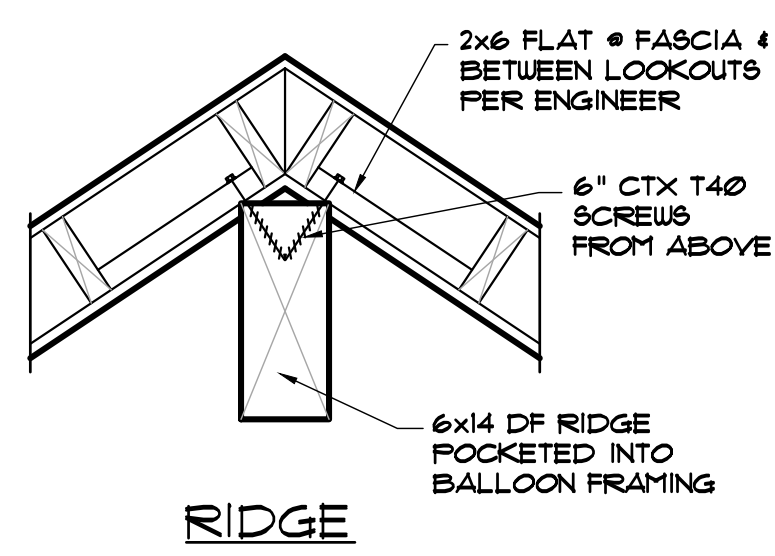
9 DECO PURLIN ATTACHMENT
A3.4 1" 1'-0"



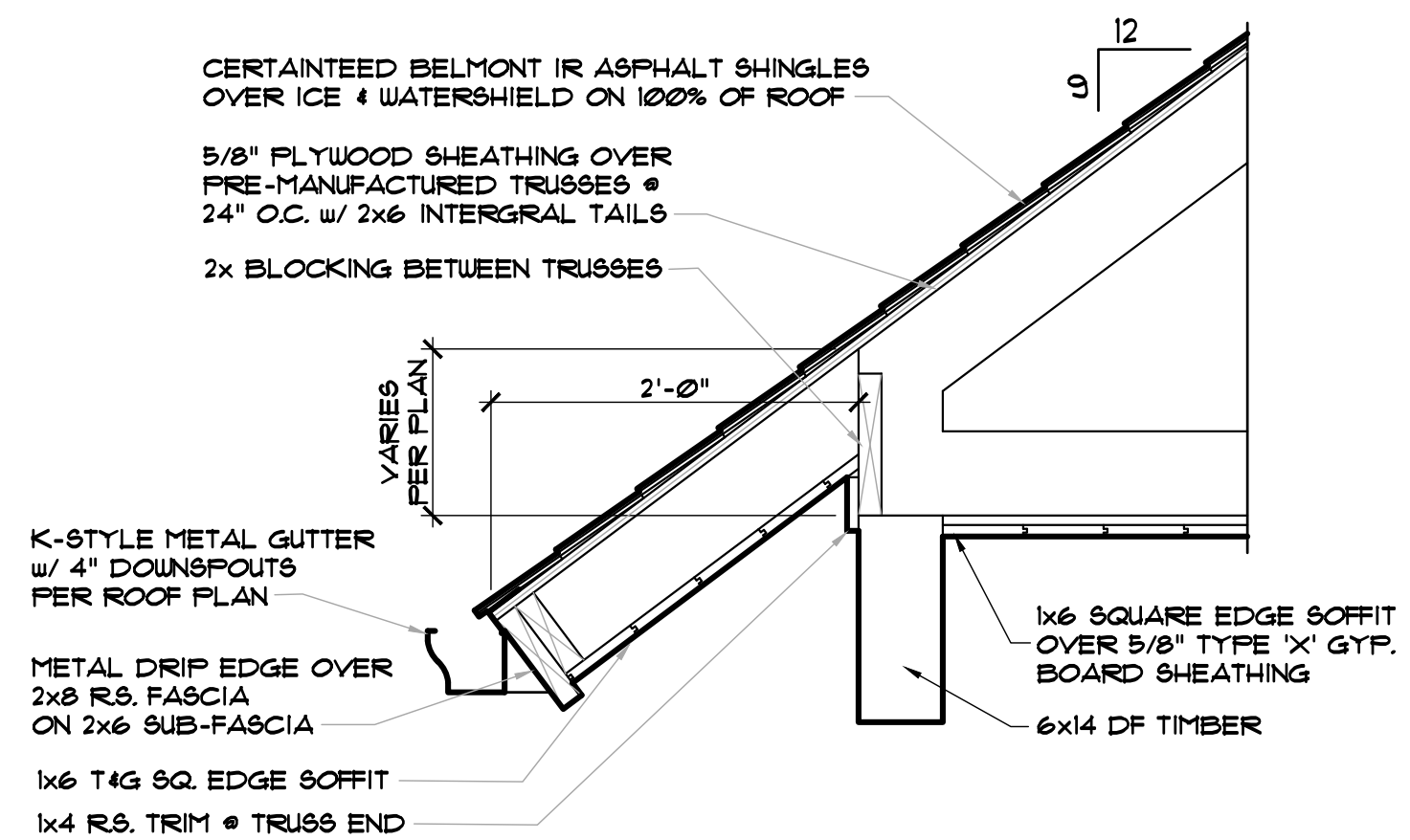
5 EAVE DETAIL w/ 9:12 PITCH ON BEARING WALL
A3.4 1" 1'-0"



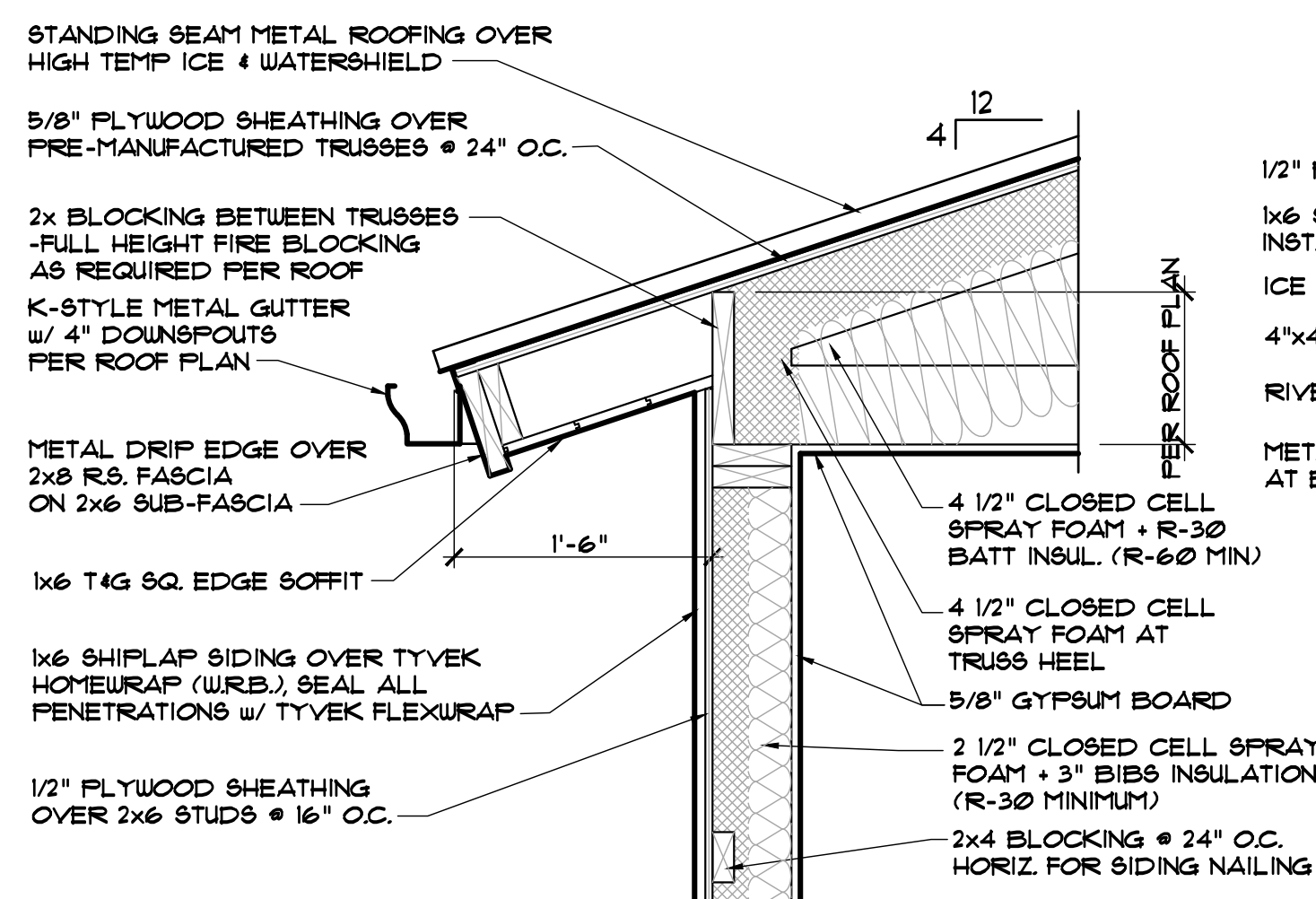
1 DECK RAILING, DECK EDGE AND DECK ASSEMBLY AT WALL
A3.4 1" 1'-0"



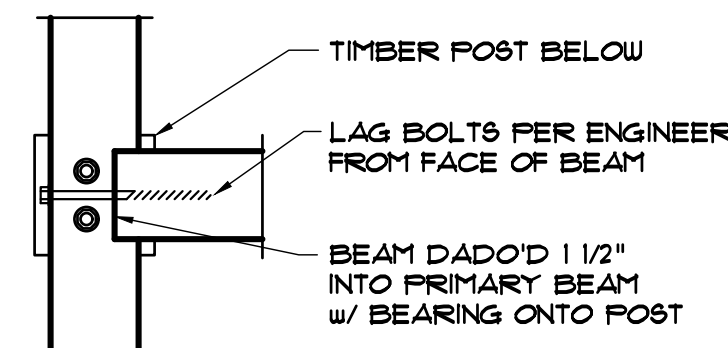
10 RAKE WALL w/ SIDING ABOVE TIMBER BEAM
A3.4 1" 1'-0"



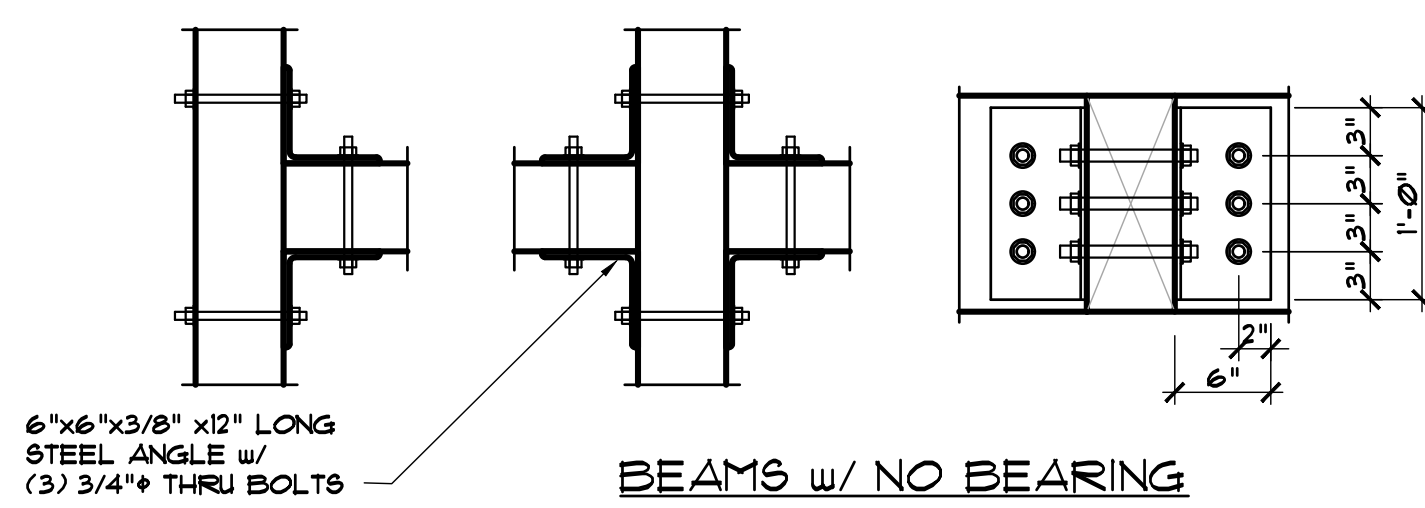
6 EAVE DETAIL w/ 9:12 PITCH ON TIMBER BEAM
A3.4 1" 1'-0"



2 EAVE DETAIL w/ 4:12 PITCH ON BEARING WALL
A3.4 1" 1'-0"

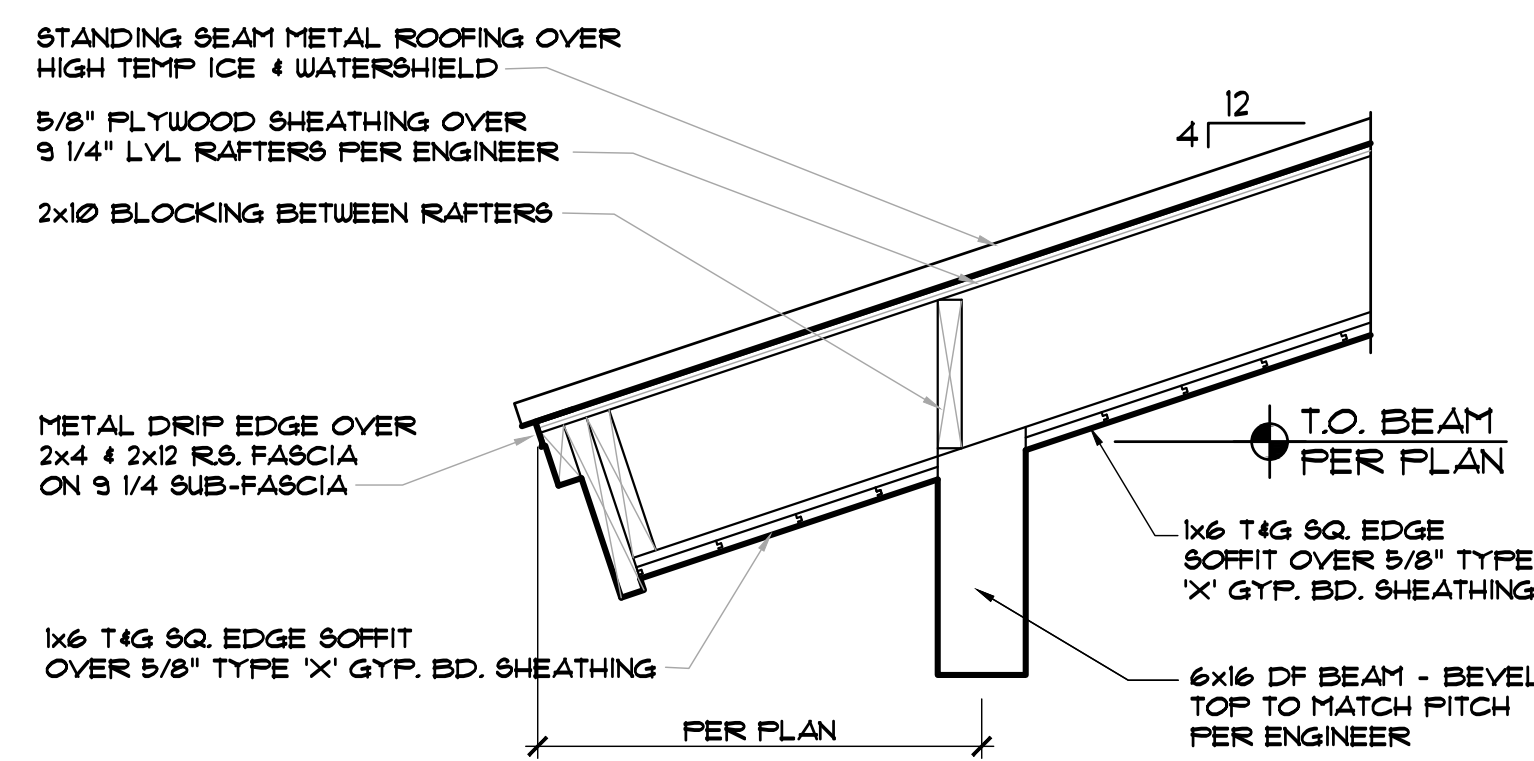


BEAMS OVER POST

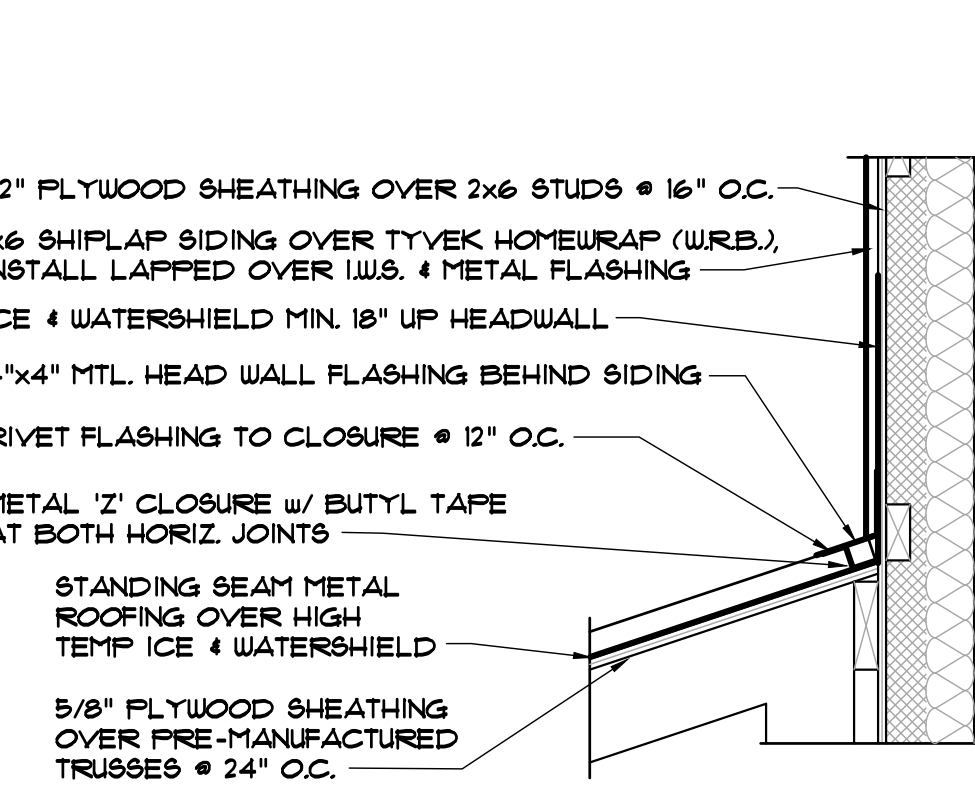


BEAMS w/ NO BEARING

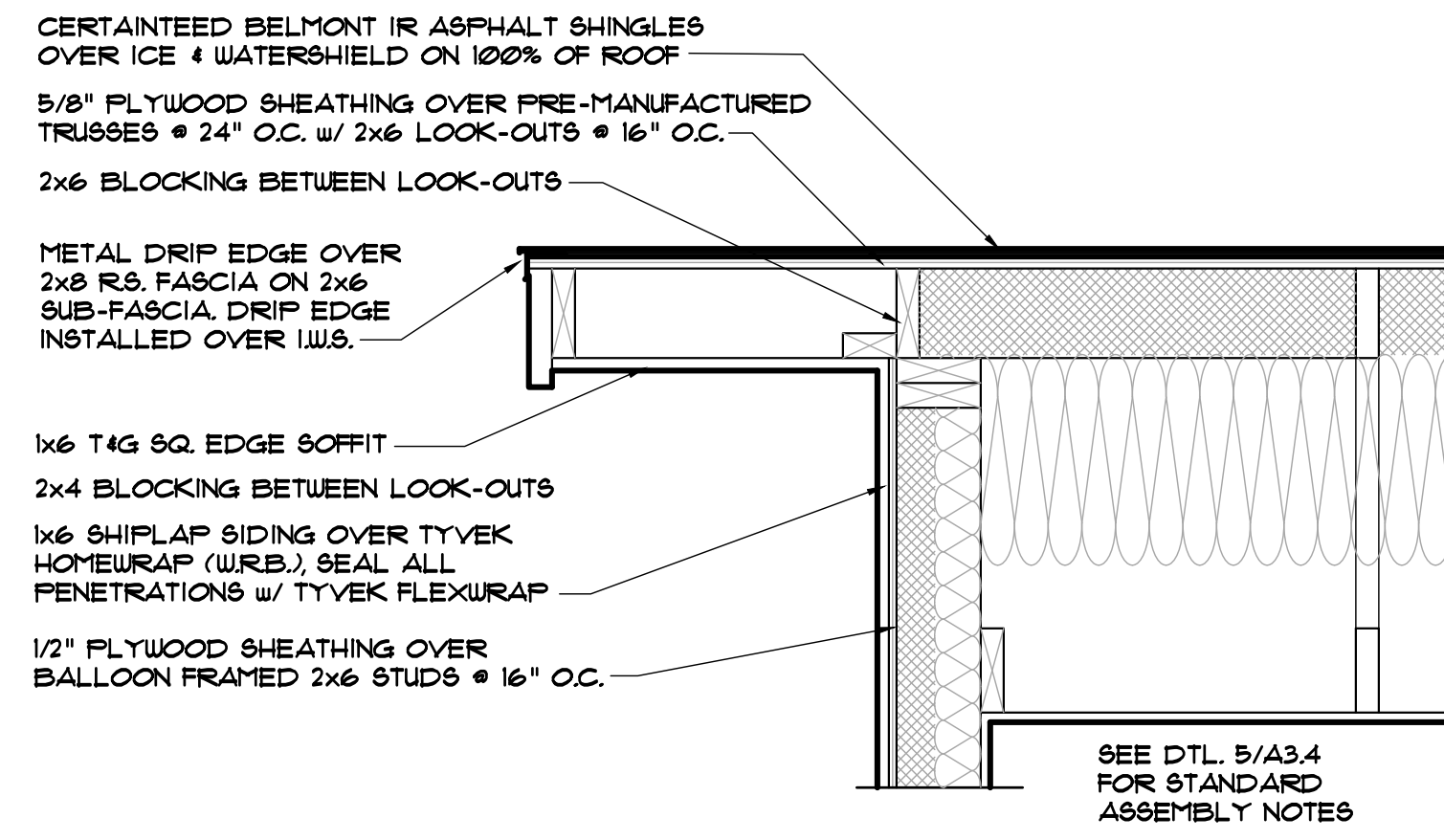
11 TIMBER BEAM CONNECTIONS
A3.4 1" 1'-0"



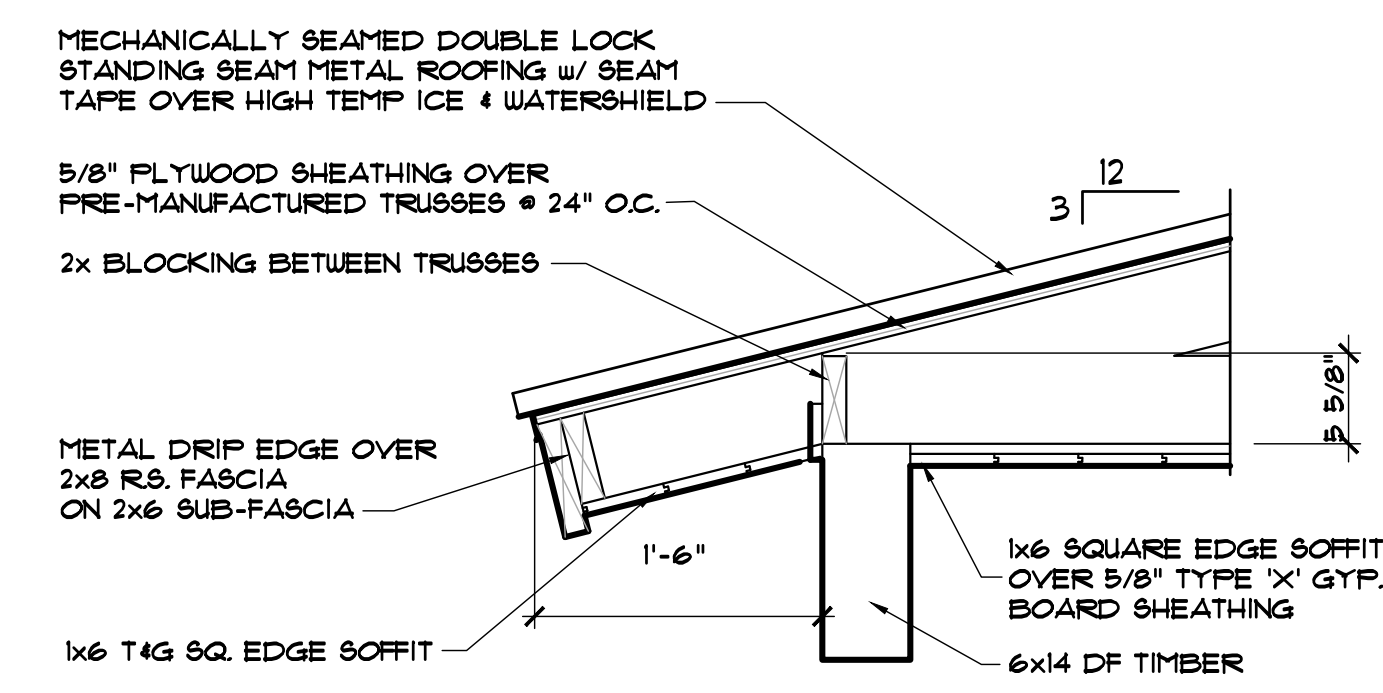
7 EAVE DETAIL w/ 4:12 PITCH RAFTERS ON TIMBER BEAM
A3.4 1" 1'-0"



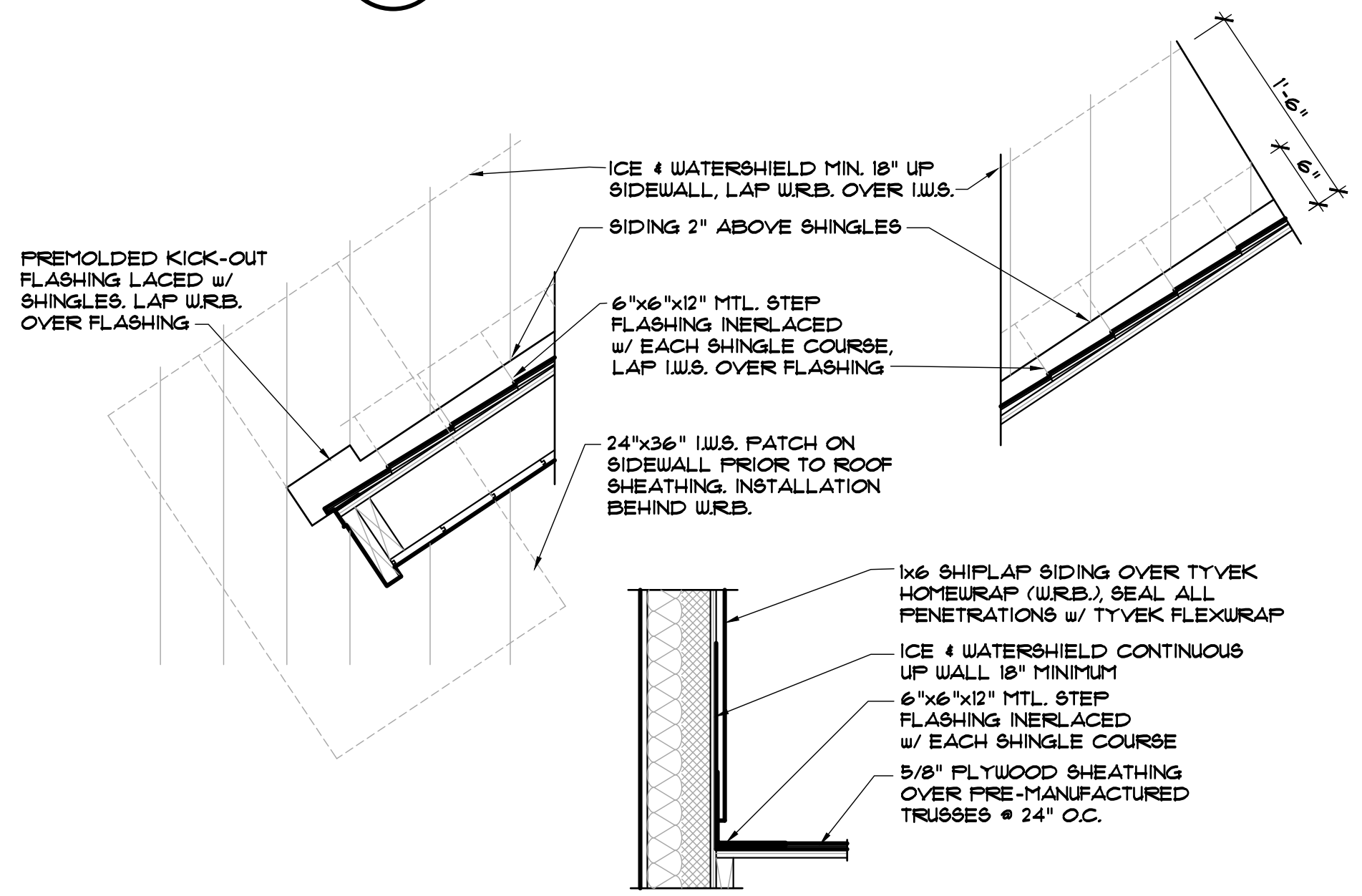
3 HEAD WALL FLASHINGS
A3.4 1" 1'-0"



12 RAKE DETAIL w/ SHINGLES
A3.4 1" 1'-0"



8 EAVE DETAIL w/ 3:12 PITCH ON TIMBER BEAM
A3.4 1" 1'-0"



4 SIDE WALL FLASHINGS
A3.4 1" 1'-0"

EGGERS
ARCHITECTURE, INC.
PO BOX 798
KREMMLING, CO 80459
(970) 724-3411
CELL (970) 409-9790
don.eggars@eggarsarchitecture.com

RESORT CONCEPTS
225 MAIN STREET, SUITE C-101
EDWARDS, COLORADO
(970) 926-1720



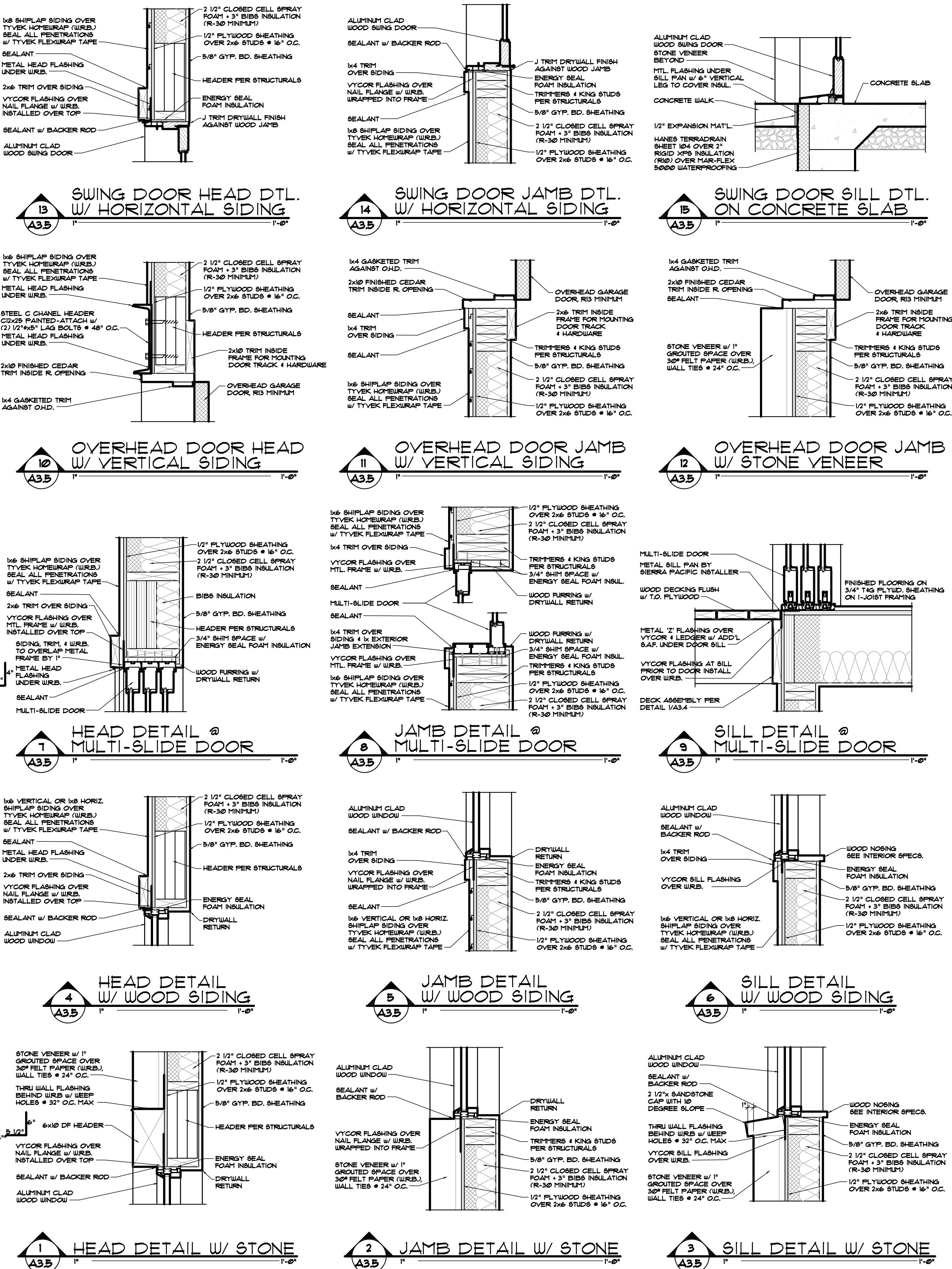
GOICOECHEA
226 MILES END LANE
LOT 03, MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22 L03

#	DATE	BY	COMMENTS	#	DATE	BY	COMMENTS
5	6-15-25		BUILDING PERMIT SET	6	5-30-25		BUILDING PERMIT SET (NOT SUBMITTED)
3	11-25-24		DRB SUBMITTAL #2 SET	2	1-10-24		REVISED DRB SUBMITTAL

A3.4

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NOTE: WINDOW AND DOOR INSTALLATION, INCLUDING WATER RESISTANT BARRIER, FLASHINGS, SEALANTS AND THEIR SEQUENCE SHALL BE COMPLETED PER THE MANUFACTURER'S INSTALLATION REQUIREMENTS & THEIR INSTRUCTIONS.

EXTERIOR DOOR & WINDOW SCHEDULE

WINDOW LETTER	WINDOW SIZE	HEAD HEIGHTS	COMMENTS
A	3'-0"x5'-0" CSMT	8'-0"	
B	(2) 3'-0"x6'-0" CSMT MULLED	8'-0"	
C	3'-0"x8'-0" FULL LITE PATIO DOOR (T)	8'-0"	
D	(2) 3'-0"x6'-0" FIXED MULLED (T)	8'-0"	
F	3'-0"x6'-0" CSMT	8'-0"	
G	(2) 3'-0"x6'-0" CSMT MULLED	8'-0"	
H	2'-0"x4'-0" CSMT	8'-0"	
J	(2) 3'-0"x6'-0" FIXED MULLED (T)	8'-0"	
K	3'-0"x4'-0" FIXED (T)	8'-0"	
L	2'-6"x6'-6" FIXED (T)	8'-0"	
N	18'-0"x10'-0" METAL CLAD OVERHEAD DOOR	10'-0"	
P	3'-0"x2'-0" FIXED	8'-0"	
Q	2'-6"x2'-0" FIXED	8'-0"	
R	2'-6"x2'-0" FIXED	8'-0"	
S	(3) 3'-0"x5'-6" FIXED MULLED	8'-0"	
T	(2) 3'-0"x5'-6" FIXED MULLED	8'-0"	
V	2'-0"x4'-6" CSMT	8'-0"	
W	2'-0"x4'-6" CSMT	8'-0"	
X	3'-0"x8'-0" 3 PANEL STACKING FULL LITE MULTISLIDE DOOR (T)	8'-0"	
Y	(3) 3'-0"x8'-0" FIXED MULLED (T)	8'-0"	
Z	(2) 3'-0"x2'-6" FIXED OVER (2) 3'-0"x6'-0" CSMT MULLED	10'-6"	
AA	2'-6"x2'-6" FIXED OVER 2'-6"x5'-0" CSMT MULLED	10'-6"	
AB	2'-6"x2'-6" FIXED OVER 2'-6"x5'-0" CSMT MULLED	10'-6"	
AC	6'-0"x3'-0" FIXED (T)	8'-0"	
AD	3'-0"x2'-0" FIXED	8'-0"	
AF	3'-0"x8'-0" CLAD PATIO DOOR	8'-0"	

- WINDOW & EXTERIOR DOOR NOTES:
- ALL WINDOWS ARE TO BE ALUMINUM CLAD WOOD WINDOWS BY SIERRA PACIFIC IN BLACK COLOR.
 - WINDOW MANUFACTURER TO PROVIDE TEMPERED GLAZING IN ALL LOCATIONS AS REQUIRED BY THE 2021 IRC. INDICATED BY (T) IN SCHEDULE.
 - ALL WINDOWS TO MEET ENERGY CODE RATING PER THE 2021 IRC. U VALUE = 0.30 MAXIMUM, SHGC VALUE NOT REQUIRED IN ZONE 6.
 - PROVIDE SCREENS AT ALL OPERATING WINDOWS & DOORS.
 - DOOR HARDWARE AND HINGES TO MATCH INTERIOR HARDWARE COLORS.
 - WINDOW HEAD HEIGHTS ARE TO MATCH HEAD HEIGHT OF EXTERIOR DOORS.
 - HEAD HEIGHTS ARE ABOVE FINISHED FLOOR LEVELS.

DOOR SCHEDULE

DOOR #	DOOR TYPE	SIZE	DOOR MATERIAL	FRAME MATERIAL	FINISH	HARDWARE SET	COMMENTS
101	SWING	2'-8" x 8'-0" x 1 3/4"	WOOD	WOOD	STAIN	PRIVACY	
102	SWING	2'-6" x 8'-0" x 1 3/4"	WOOD	WOOD	STAIN	PRIVACY	
103	SWING	2'-4" x 8'-0" x 1 3/4"	WOOD	WOOD	STAIN	PASSAGE	
104	SWING	3'-0" x 8'-0" x 1 3/4"	WOOD	WOOD	STAIN	PASSAGE	
107	SWING	3'-0" x 8'-0" x 2 1/4"	WOOD	WOOD	STAIN	PRIVACY	STANDARD ENTRY DOOR
108	SWING	2'-8" x 8'-0" x 1 3/4"	WOOD	WOOD	STAIN	PRIVACY	
109	SWING	2'-6" x 8'-0" x 1 3/4"	WOOD	WOOD	STAIN	PRIVACY	
110	SWING	2'-4" x 8'-0" x 1 3/4"	WOOD	WOOD	STAIN	PASSAGE	
111A	SWING	2'-8" x 8'-0" x 1 3/4"	WOOD	WOOD	STAIN	PRIVACY	
111B	SWING	PR 2'-6" x 8'-0" x 1 3/4"	WOOD	WOOD	STAIN	DUMMY	SPRING LATCHES @ HEAD
112	SWING	2'-6" x 8'-0" x 1 3/4"	WOOD	WOOD	STAIN	PRIVACY	
113A	SWING	PR 2'-6" x 8'-0" x 1 3/4"	WOOD	WOOD	STAIN	DUMMY	SPRING LATCHES @ HEAD
113B	SWING	3'-0" x 8'-0" x 1 3/4"	WOOD	WOOD	STAIN	PRIVACY	20 MIN/SELF-CLOSING/WEATHER STRIP
206	SWING	2'-6" x 8'-0" x 1 3/4"	WOOD	WOOD	STAIN	PRIVACY	
207	SWING	2'-6" x 8'-0" x 1 3/4"	WOOD	WOOD	STAIN	PASSAGE	
208	SWING	2'-8" x 8'-0" x 1 3/4"	WOOD	WOOD	STAIN	PRIVACY	
209	SWING	2'-4" x 8'-0" x 1 3/4"	WOOD	WOOD	STAIN	PASSAGE	
210A	SWING	2'-6" x 8'-0" x 1 3/4"	WOOD	WOOD	STAIN	PASSAGE	
210B	SWING	2'-6" x 8'-0" x 1 3/4"	WOOD	WOOD	STAIN	PRIVACY	
211	SWING	2'-6" x 8'-0" x 1 3/4"	WOOD	WOOD	STAIN	PASSAGE	
212	SWING	2'-6" x 8'-0" x 1 3/4"	WOOD	WOOD	STAIN	PASSAGE	

- INTERIOR DOOR NOTES:
- SEE INTERIOR SPECS FOR DOOR SPECIES AND PROFILE.
 - PROVIDE DOOR STOPS, EITHER HINGE OR BASEBOARD, AT ALL DOORS.
 - HINGES ARE TO MATCH INTERIOR HARDWARE FINISH
 - PROVIDE DEADBOLTS AT DOORS INTO GARAGES.
 - SHOWER DOORS ARE 1'-0" EUROGLASS WITH AN 8'-0" FRAMED OPENING.

EGGERS
ARCHITECTURE, INC.
PO BOX 798
KREMMLING, CO 80459
(970) 724-3411
CELL: (970) 409-9790
don.eggars@eggarsarchitecture.com

RESORT CONCEPTS
225 MAIN STREET, SUITE C-101
EDWARDS, CO 80630
(970) 926-1120



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LOT 03, MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22 L03

ISSUED	#	DATE	BY	COMMENTS
	8	6-13-25	DUE	BUILDING PERMIT SET
	6	5-30-25	DUE	BUILDING PERMIT SET (NOT SUBMITTED)
	3	11-25-24	DUE	DRE SUBMITTAL #1 SET
	2	1-10-24	DUE	REVISED DRE SUBMITTAL

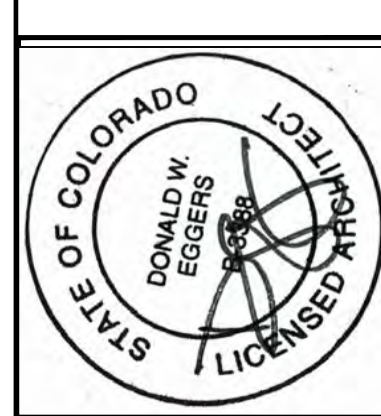
A3.5



LOWER LEVEL CEILING
1/4" ————— 1'-0"

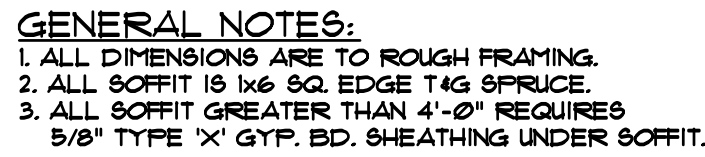
A4.1

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EDWARDS, COLORADO
(970) 926-1720

EGGERS
ARCHITECTURE, INC.
PO BOX 798 KREMMLING, CO 80459
(970) 724-3411 CELL: (970) 409-9790
don.eggars@eggersarchitecture.com



1/4" ————— 1'-0"

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#	DATE	BY	COMMENTS
5	6-13-25	DUE	BUILDING PERMIT SET
6	5-30-25	DUE	BUILDING PERMIT SET (NOT SUBMITTED)
3	11-25-24	DUE	DRB SUBMITTAL #2 SET
2	7-10-24	DUE	REVISED DRB SUBMITTAL

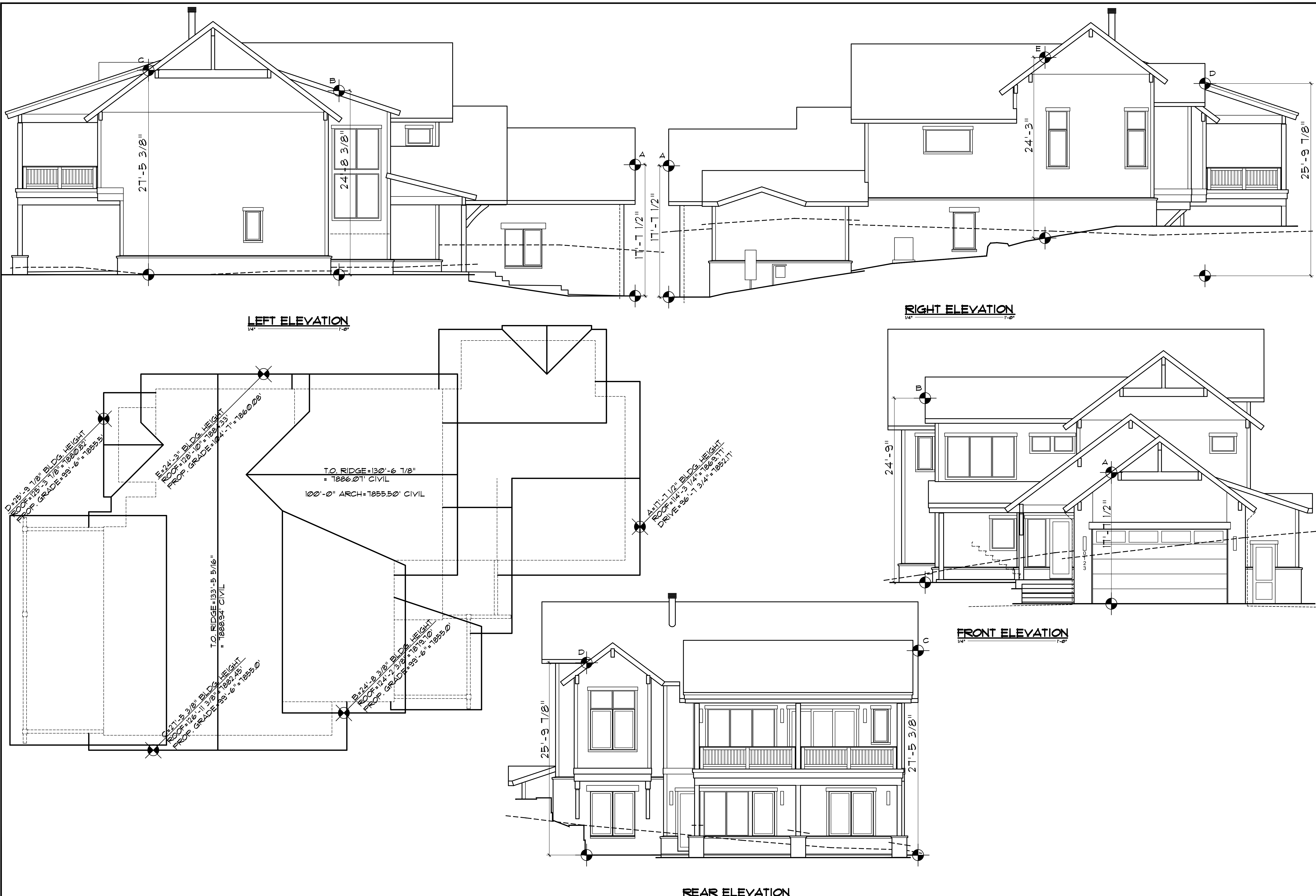
PROJECT NO: 2412-22 L03

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EDWARDS, COLORADO
(970) 926-1720

EGGERS
ARCHITECTURE, INC.
KREMMLING, CO 80459
CELL: (970) 409-9790
don.egg@eggarchitecture.com



EGGERS
ARCHITECTURE, INC.
PO BOX 798
KREMMLING, CO 80459
(970) 724-3411
CELL (970) 409-9790
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225 MAIN STREET, SUITE C-101
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STATE OF COLORADO
DONALD W. EGGERS
1858
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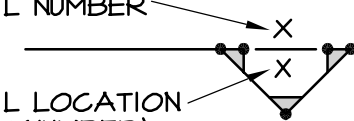
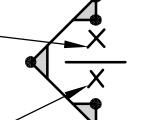
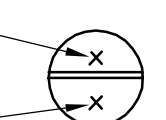
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LOT 03, MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22 L03

ISSUED		COMMENTS	
#	DATE	BY	
8	6-19-25	DUE	BUILDING PERMIT SET
6	5-30-25	DUE	BUILDING PERMIT SET (NOT SUBMITTED)
3	11-25-24	DUE	DREB SUBMITTAL #2 SET
2	1-10-24	DUE	REVISED DREB SUBMITTAL

BH1

DISCLAIMER: ALL PLANS, RENDERINGS, SPECIFICATIONS AND MARKETING MATERIALS ARE SUBJECT TO REVISIONS AND MODIFICATIONS AT DEVELOPERS SOLE DISCRETION DUE TO SITE SPECIFIC GRADING CONDITIONS, AVAILABILITY OF MATERIALS, AVAILABILITY OF LABOR, MANUFACTURER SUPPLY SHORTAGES, AND GOVERNMENTAL AGENCY CHANGES. ALL PLANS AND SPECIFICATIONS ARE SUBJECT TO REVISIONS AND CONDITIONS OF APPROVAL BY THE TOWN OF MINTURN CITY COUNCIL, TOWN OF MINTURN DESIGN REVIEW BOARD, TOWN OF MINTURN BUILDING PERMIT DEPARTMENT AND ALL OTHER APPLICABLE REGULATORY AGENCIES. ARTIST RENDERINGS HAVE BEEN PROVIDED FOR ILLUSTRATIVE AND MARKETING PURPOSES ONLY AND SHOULD NOT BE RELIED UPON AS A BASIS FOR PURCHASING. COLOR, MATERIALS AND DESIGN ELEMENTS ARE SUBJECT TO REFINEMENT AND REVISION WITHOUT NOTICE AT DEVELOPERS SOLE DISCRETION.

DRAWING SYMBOLS AND ABBREVIATIONS																																																																																																																													
DETAIL NUMBER  DETAIL, SECTION, OR ELEVATION REFERENCE DETAIL LOCATION (SHEET NUMBER)  DETAIL, SECTION, OR ELEVATION REFERENCE DETAIL NUMBER  PLAN DETAIL REFERENCE DETAIL LOCATION (SHEET NUMBER)  PLAN DETAIL REFERENCE T.O.W. XX'-XX" TOP OF WALL ELEVATION T.O.F. XX'-XX" TOP OF FOOTING ELEVATION T.O.C. XX'-XX" TOP OF CONCRETE ELEVATION T.O.L. XX'-XX" TOP OF BRICK / STONE LEDGE ELEVATION (XX'-XX") TOP OF STEEL ELEVATION (XX'-XX") TOP OF PAD FOOTING ELEVATION		 XX'-XX" T.O. SLAB TOP OF SLAB ELEVATION  XX'-XX" T.O. SHEATHING TOP OF PLYWOOD SHEATHING ELEVATION  XX'-XX" T.O. DECKING TOP OF DECKING ELEVATION (A) PAD FOOTING MARK  BASE PLATE MARK  REVISION NUMBER MARK  STEP T.O.W. LOCATION OF STEP IN TOP OF WALL  STEP T.O.F. LOCATION OF STEP IN TOP OF FOOTING		<table><tr><td>A. BOLT</td><td>ANCHOR BOLT</td><td>L</td><td>ANGLE (AISC)</td></tr><tr><td>ARCH.</td><td>ARCHITECTURAL</td><td>LBS.</td><td>POUNDS</td></tr><tr><td>B.O.</td><td>BOTTOM OF</td><td>LL</td><td>DOUBLE ANGLE (AISC)</td></tr><tr><td>BCI</td><td>I-JOIST (BOISE CASCADE)</td><td>LVL</td><td>LAMINATED VENEER LUMBER</td></tr><tr><td>BRG.</td><td>BEARING</td><td>MAX.</td><td>MAXIMUM</td></tr><tr><td>C</td><td>CHANNEL (AISC)</td><td>MC</td><td>MISC. CHANNEL (AISC)</td></tr><tr><td>C.J.</td><td>CONTROL JOINT</td><td>MIN.</td><td>MINIMUM</td></tr><tr><td>CMU</td><td>CONCRETE MASONRY UNIT</td><td>N.S.</td><td>NEAR SIDE</td></tr><tr><td>CONC.</td><td>CONCRETE</td><td>o.c.</td><td>ON-CENTER SPACING</td></tr><tr><td>CONT.</td><td>CONTINUOUS</td><td>plf</td><td>POUNDS PER LINEAL FOOT</td></tr><tr><td>CTR.</td><td>CENTER</td><td>psf</td><td>POUNDS PER SQUARE FOOT</td></tr><tr><td>DIA.</td><td>DIAMETER</td><td>psi</td><td>POUNDS PER SQUARE INCH</td></tr><tr><td>DL</td><td>DEAD LOAD</td><td>PRE-ENG.</td><td>PRE-ENGINEERED MEMBER</td></tr><tr><td>EXP.</td><td>EXPANSION</td><td>PROJ.</td><td>PROJECTED</td></tr><tr><td>EXT.</td><td>EXTERIOR</td><td>RE:</td><td>REFERENCE; REFER TO</td></tr><tr><td>F.O.</td><td>FACE OF</td><td>REINF.</td><td>REINFORCE (MENT)</td></tr><tr><td>F.S.</td><td>FAR SIDE</td><td>REV.</td><td>REVISION</td></tr><tr><td>FDN.</td><td>FOUNDATION</td><td>SL</td><td>SNOW LOAD</td></tr><tr><td>FT.</td><td>FEET</td><td>STD.</td><td>STANDARD</td></tr><tr><td>GL</td><td>GLU-LAMINATED MEMBER</td><td>T&G</td><td>TONGUE AND GROOVE</td></tr><tr><td>H.A.S.</td><td>HEADED ANCHOR STUD</td><td>T.O.</td><td>TOP OF</td></tr><tr><td>HORIZ.; H.</td><td>HORIZONTAL</td><td>TS</td><td>TUBE STEEL (AISC)</td></tr><tr><td>HSS</td><td>HOLLOW STEEL SECTION</td><td>TYP.</td><td>TYPICAL</td></tr><tr><td>IN.</td><td>INCHES</td><td>VERT.; V.</td><td>VERTICAL</td></tr><tr><td>INT.</td><td>INTERIOR</td><td>W</td><td>WIDE FLANGE (AISC)</td></tr><tr><td>JT.</td><td>JOINT</td><td>W.W.F.</td><td>WELDED WIRE FABRIC</td></tr><tr><td>KIP</td><td>1,000 POUNDS</td><td>WL</td><td>WIND LOAD</td></tr><tr><td>klf</td><td>KIPS PER LINEAL FOOT</td><td>WT</td><td>TEE SECTION (AISC)</td></tr><tr><td>ksf</td><td>KIPS PER SQUARE FOOT</td><td></td><td></td></tr><tr><td>ksi</td><td>KIPS PER SQUARE INCH</td><td></td><td></td></tr></table>		A. BOLT	ANCHOR BOLT	L	ANGLE (AISC)	ARCH.	ARCHITECTURAL	LBS.	POUNDS	B.O.	BOTTOM OF	LL	DOUBLE ANGLE (AISC)	BCI	I-JOIST (BOISE CASCADE)	LVL	LAMINATED VENEER LUMBER	BRG.	BEARING	MAX.	MAXIMUM	C	CHANNEL (AISC)	MC	MISC. CHANNEL (AISC)	C.J.	CONTROL JOINT	MIN.	MINIMUM	CMU	CONCRETE MASONRY UNIT	N.S.	NEAR SIDE	CONC.	CONCRETE	o.c.	ON-CENTER SPACING	CONT.	CONTINUOUS	plf	POUNDS PER LINEAL FOOT	CTR.	CENTER	psf	POUNDS PER SQUARE FOOT	DIA.	DIAMETER	psi	POUNDS PER SQUARE INCH	DL	DEAD LOAD	PRE-ENG.	PRE-ENGINEERED MEMBER	EXP.	EXPANSION	PROJ.	PROJECTED	EXT.	EXTERIOR	RE:	REFERENCE; REFER TO	F.O.	FACE OF	REINF.	REINFORCE (MENT)	F.S.	FAR SIDE	REV.	REVISION	FDN.	FOUNDATION	SL	SNOW LOAD	FT.	FEET	STD.	STANDARD	GL	GLU-LAMINATED MEMBER	T&G	TONGUE AND GROOVE	H.A.S.	HEADED ANCHOR STUD	T.O.	TOP OF	HORIZ.; H.	HORIZONTAL	TS	TUBE STEEL (AISC)	HSS	HOLLOW STEEL SECTION	TYP.	TYPICAL	IN.	INCHES	VERT.; V.	VERTICAL	INT.	INTERIOR	W	WIDE FLANGE (AISC)	JT.	JOINT	W.W.F.	WELDED WIRE FABRIC	KIP	1,000 POUNDS	WL	WIND LOAD	klf	KIPS PER LINEAL FOOT	WT	TEE SECTION (AISC)	ksf	KIPS PER SQUARE FOOT			ksi	KIPS PER SQUARE INCH		
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GENERAL STRUCTURAL NOTES			
STRUCTURAL DESIGN CRITERIA: 1. These General Structural Notes apply to these Structural Drawings and supplement the project Specifications. Refer to the Project Manual for additional requirements. 2. This project is located in Minturn, Colorado and has been designed in accordance with the 2021 Edition of the International Residential Code (including applicable amendments and supplements). 3. Design Loads: A. Roof Live Load: Uniform Snow 100 psf B. Floor Live Loads: Residential 40 psf Light Storage 125 psf Mechanical Room Areas 50 psf Stairs & Corridors 100 psf Balconies & Decks 100 psf C. Wind Analysis: Basic Wind Speed 105 mph (3-second gust) Exposure 'C' D. Seismic Analysis: Seismic Design Category 'B' E. Frost / Fdn. Depth: 48" minimum below exterior ground surface to bottom of footing elevation 4. Structural Design References: American Concrete Institute (ACI); ACI 301, ACI 318, ACI 530 American Institute of Steel Construction (AISC); ASD 9th Edition American Institute of Timber Construction (AITC); 4th Edition American Iron and Steel Institute (AISI) American Plywood Association (APA) American Society of Civil Engineers (ASCE); ASCE 7 American Society for Testing and Materials (ASTM) American Welding Society (AWS) National Design Specification for Wood Construction (NDS) International Residential Code (IRC)		STRUCTURAL CONCRETE: 1. Concrete has been designed and shall be constructed in accordance with the American Concrete Institute (ACI). Refer to the "Field Observations" paragraph of these General Structural Notes for observation requirements. All concrete shall be of stone aggregate, unless noted otherwise. Refer to the Project Manual and Specifications for additional requirements (durability, color, finish, etc.). The use of any concrete additive containing chlorides is prohibited. 2. Minimum 28-day compressive strength shall be as follows: A. Foundation Walls 3,000 psi B. Footings 3,000 psi C. Slabs on Grade 4,000 psi 3. Reinforcing is to be new billet steel ASTM A615 Grade 60 (field bent or welded bars shall be ASTM A706, Grade 60). No welding of reinforcement is permitted unless detailed. No splices of reinforcement are permitted except as detailed or authorized by Structural Engineer. Provide corner and bars to match all horizontal reinforcing. Provide minimum (2)#5 bars around all sides of all openings in concrete and extend 2'-0" minimum past edges of openings. Where permitted, use contact lap splices (40 bar diameters minimum lap). Welded wire fabric (W.W.F.) shall be in accordance with ASTM A185. Provide a minimum (1) full mesh lap at splice locations. 4. Placing of Reinforcement: Form ties are to be used for bar supports only when the clear dimensions shown on the details can be maintained. Provide wire chairs, bolsters, additional reinforcement, and accessories necessary to support reinforcement at position shown in the Structural Drawings. Support of reinforcement on wood, brick, or other unacceptable material will not be permitted. 5. The following minimum concrete cover over reinforcing shall be provided unless noted otherwise: A. Concrete cast against and permanently exposed to earth 3 inches B. Concrete exposed to earth or weather (#5 bars and smaller) 1-1/2 inches C. Piers, Beams and Columns 1-1/2 inches	
COORDINATION: 1. Dimensions: Written dimensions take precedence over scaled dimensions. All dimensions noted within the Structural Drawings shall be verified with the Architectural Drawings. Refer to Mechanical, Electrical, Plumbing, and Architectural Drawings for openings not noted within the Structural Drawings. Any dimensional discrepancies shall be noted in writing for review by the Architect and Structural Engineer. 2. Shop Drawings: Shop drawings shall be prepared by the fabricator. Copying of these Construction Documents for use as shop drawings will not be permitted. 3. Field Verification: The Contractor shall verify existing conditions prior to commencement of work, and shall notify the Architect and Structural Engineer for any interpretation or clarification. 4. Field Modifications to Structural Members: The Contractor is responsible for securing the Architect's and Structural Engineer's approval prior to any cutting, notching, drilling or other modifications which may affect the integrity of the structure. When such modifications have been approved, they are to be completed in accordance with applicable building codes and manufacturer's instructions. 5. Duty of Cooperation: Issuance of these documents presupposes further cooperation among the Owner, Contractor, Architect and Structural Engineer. Building design and construction are complex, and every contingency cannot be anticipated. Although the Structural Engineer(s) have performed their services with due care and diligence, they cannot guarantee perfection. Any ambiguity or discrepancy discovered through the use of these documents shall be promptly reported to the Architect and Structural Engineer for further clarification. Failure to do so may compound misinterpretation and increase construction costs, and such failure shall relieve the Structural Engineer of responsibility from consequences which may arise. 6. Changes to the Work: Substitution of noted structural products or "approved equivalent" products will be acceptable only with the written approval of the Structural Engineer. Changes to the Contract Documents made without approval are unauthorized and shall relieve the Structural Engineer of responsibility from consequences which may arise. 7. Jobsite Safety: These drawings do not include the necessary components for construction safety. The General Contractor shall provide for the jobsite safety of all personnel, work, materials, utilities, equipment and adjacent properties in accordance with accepted codes, regulations and industry practices.		STRUCTURAL STEEL: 1. Structural steel, including embedded angles, plates or other sections has been designed and shall be detailed and erected in accordance with the American Institute of Steel Construction (AISC), ASD Specifications and Code of Standard Practice. Steel detailing and erection shall accommodate provisions of AISC and OSHA standards (including OSHA Steel Erection Standard Part 1926, Subpart "R"). 2. Minimum yield strengths (Fy) are 35 ksi for pipes (ASTM A53, Grade B), 46 ksi for tubes (ASTM A500, Grade B), 50 ksi for wide flange members (ASTM A572, Grade 50), and 36 ksi for all others (ASTM A36). 3. Connections: Use standard framed beam connections meeting requirements of the AISC Manual of Steel Construction (ASD). Use 3/4" diameter minimum A325N bolts or welded equivalent. Minimum welds are per AISC, and not less than 3/16" continuous fillet using E70XX electrodes (unless noted otherwise). Welding of rebar anchors to angles or plates shall be completed to develop a minimum 150% of the yield strength of the reinforcing bar. Headed stud anchors shall conform to AWS D1.1 and shall be automatically end welded in the shop (unless noted otherwise). See specifications for testing requirements.	
		STRUCTURAL TIMBER: 1. Structural Timber has been designed and shall be constructed in conformance with provisions of the NDS Specification for Stress Grade Lumber and its Fastenings. The Contractor shall not cut, notch, or otherwise modify timber members without the written consent of the Structural engineer. Provide cross-bridging at 8'-0" o.c. maximum, and provide solid blocking between joists at all bearing supports. 2. Framing Lumber (minimum requirements) shall be as follows: A. Wall Studs Hem-Fir (HF) Construction Grade B. Floor Joists (2x members) Hem-Fir (HF) #2 Grade or Better C. Floor Beams Douglas-Fir (DF) #1 Grade Beam & Stringer D. Roof Rafters (2x members) Hem-Fir (HF) #2 Grade or Better E. Roof Beams Douglas-Fir (DF) #1 Grade Beam & Stringer F. Posts / Columns Douglas-Fir (DF) #1 Grade Post & Timber G. T&G Wood Decking Douglas-Fir (DF) Commercial Grade 3. Wall, roof, and floor sheathing shall meet the minimum requirements of the APA and AITC. Provide thicknesses and fasten to framing members as noted in the Structural Drawings. Panels are to be oriented to span along their strong axis, and all panel joints are to be staggered. 4. Pre-fabricated structural connectors shall be as manufactured by Simpson Strong-Tie Company or approved equivalent. 5. I-joists (BCI) shall be as manufactured by Boise Cascade Corporation or approved equivalent. Provide member size and series as noted in the Structural Drawings. The Supplier shall furnish shop drawings showing all joist members, bridging, blocking, and miscellaneous accessories for review by the Structural Engineer prior to installation. Refer to the Manufacturer Installation Guide for further construction requirements. 6. Laminated Veneer Lumber (LVL) shall be as manufactured by Boise Cascade Corporation or approved equivalent. Provide member size as noted in the Structural Drawings (Fb = 2,800 psi minimum). Refer to the Manufacturer Installation Guide for further construction requirements.	
		STRUCTURAL TIMBER (CONT.): 7. Glue-Laminated (GL) members shall Visually Graded Western Species, conforming to combination 24F-V4 (multiple span beams shall be 24F-V8) strength and stiffness requirements, unless otherwise noted. Ship members to the jobsite stored in manufacturer's protective wrapping. Refer to Architectural drawings for appearance grade requirements. 8. Pre-Engineered wood roof trusses shall be designed by a registered Professional Engineer licensed in the State of Colorado. Calculated live load deflections of all trusses shall not exceed 1/240 of the span length. Shop drawings and calculations bearing the seal and signature of the design engineer shall be submitted for the review of the Structural Engineer. These submittals shall indicate the design loads, locations of all trusses, connection plate sizes and capacities, and the size and grade of lumber to be used. Shop drawing review by the Structural Engineer must be completed prior to truss fabrication. The truss manufacturer shall indicate and provide blocking at bearing locations and lateral bridging as required for truss stability. 9. Tongue and Groove (T&G) Wood Decking shall be installed with tongues oriented upslope on sloped roofs. It shall be laid with patterned faces down and exposed on the underside. Controlled random lay-up shall be provided with a minimum distance of two feet between end joints in adjacent rows. Each row shall be toe-nailed through the tongue and face nailed with one nail to each support. Provide 16d nails for 2" nominal decking and 40d toe-nails and 60d face-nails for 3" and 4" nominal decking. Spike rows together with 8" spikes at 30" o.c. through pre-drilled holes in 3" and 4" nominal decking.	
		FOUNDATIONS: 1. The structure shall be founded upon spread footings placed upon APPROVED undisturbed native soils OR compacted structural fill with a maximum allowable bearing pressure of 2,500 psf. 2. Retaining walls have been designed in accordance with the following design values: A. Coefficient of Friction 0.40 B. Lateral Earth Pressure 55 pcF C. Passive Pressure 325 pcF 3. Refer to Geotechnical Report #SU01922.000-120-R1, dated 08-26-2020, prepared by CTL Thompson, Inc., Breckenridge, Colorado for other pertinent soils information. The Contractor shall be fully familiar with all aspects of the report before beginning construction and shall refer to the report for specifications and details for placement of structural fill, vapor barriers, gravel layers, perimeter drains, and any other soils related items. 4. Foundation walls are designed to be supported top and bottom by floor construction. Walls are not to be backfilled until such floors are in place or adequate shoring is provided. 5. Provide 1-1/2" void below all non-bearing partitions constructed upon concrete slabs-on-grade, IF in-place subgrade soils show potential for expansion/swell conditions. The Soils Engineer is to review subgrade conditions as part of an "open-hole" investigation, and should provide further direction if expansive soils are present. The Soils Engineer shall review all foundation excavations prior to the placement of formwork or reinforcement. All structural fill shall be observed and tested by the Soils Engineer during the grading and fill placement process.	
		SPECIAL INSPECTIONS: 1. It is the responsibility of the Contractor to coordinate all structural inspections as required by governing building codes and the Construction Documents. A qualified independent testing company is to provide Special Inspections for portions of the Work, as indicated in the Construction Documents and as required by local jurisdictions. 2. The Special Inspector shall be responsible for completing, maintaining, and resubmitting all special inspection logs and forms required by Local Building Officials.	

1/4 OF SLAB THICKNESS

SAWCUT JOINTS IN SLAB AT LOCATIONS NOTED WHILE CONCRETE IS STILL GREEN

CONCRETE SLAB RE: PLAN

RE: PLAN
T.O. SHEATHING

(2) LVL BLOCKING BETWEEN JOISTS

SIMPSON L90 EACH SIDE

BEARING WALL OR STONE VENEER ABOVE

3/4" T. & G. FLOOR SHEATHING

FLOOR JOIST (BEYOND)

SOLID INFILL AT FLOOR JOIST WEB

Typical Control Joint (C.J.)

SI.1

3/4"=1'-0"

40 BAR DIAMETERS (MIN. LAP)

CORNER BARS SHALL MATCH SIZE AND SPACING OF SMALLEST DIAMETER WALL REINFORCING BARS

40 BAR DIAMETERS (MIN. LAP)

40 BAR DIAMETERS (MIN. LAP)

40 BAR DIAMETERS (MIN. LAP)

40 BAR DIAMETERS (MIN. LAP)

CORNER BARS SHALL MATCH SIZE AND SPACING OF SMALLEST DIAMETER WALL REINFORCING BARS

Typical Floor Blocking Detail

SI.1

3/4"=1'-0"

40 BAR DIAMETERS (MIN. LAP)

CORNER BARS SHALL MATCH SIZE AND SPACING OF SMALLEST DIAMETER WALL REINFORCING BARS

40 BAR DIAMETERS (MIN. LAP)

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40 BAR DIAMETERS (MIN. LAP)

CORNER BARS SHALL MATCH SIZE AND SPACING OF SMALLEST DIAMETER WALL REINFORCING BARS

Typical Corner Reinforcing

SI.1

3/4"=1'-0"

BEAM POCKET RE: PLAN FOR LOCATIONS

1" (MAX)

4" (MIN)

RE: PLAN T.O. STEEL

STEEL BEAM RE: PLAN

1 1/2" SHIM AND NON-SHRINK GROUT

FILL BEAM POCKET SOLID WITH NON-SHRINK GROUT AFTER PLACEMENT OF STEEL BEAM

Typical Beam Pocket Detail

SI.1

3/4"=1'-0"

2x6 @ 16" o.c. STUDWALL

RE: PLAN T.O. SHEATHING

CONTINUOUS RIM BOARD BY JOIST SUPPLIER

1/2" APA RATED WALL SHEATHING

8d NAILS @ 4" o.c.

3/4" T. & G. FLOOR SHEATHING

SOLID BLOCK FIRST JOIST SPACE @ 16" o.c.

1-JOIST

Typical Footing Step Detail

SI.1

3/4"=1'-0"

2x6 @ 16" o.c. STUDWALL

RE: PLAN T.O. SHEATHING

CONTINUOUS RIM BOARD BY JOIST SUPPLIER

1/2" APA RATED WALL SHEATHING

8d NAILS @ 4" o.c.

3/4" T. & G. FLOOR SHEATHING

1-JOIST

Typical Floor Framing Detail

SI.1

3/4"=1'-0"

2x6 @ 16" o.c. STUDWALL

RE: PLAN T.O. SHEATHING

CONTINUOUS RIM BOARD BY JOIST SUPPLIER

1/2" APA RATED WALL SHEATHING

8d NAILS @ 4" o.c.

3/4" T. & G. FLOOR SHEATHING

1-JOIST

Typical Floor Framing Detail

SI.1

3/4"=1'-0"

GOICOECHA

Lot 03 | Minturn North

226 Miles End Lane
Minturn, Colorado

Date

• 06/13/2025

SDG Project No.

• 24-125

Drawn By

• SDG

Checked By

• JDS

Date

• Issue

08/22/24

• Review Set

11/25/24

• Pricing Set

05/27/25

• Review Set

06/13/25

• Building Permit

•

•

•

Title

• General Notes and Standard Details

S1.1

303

830-2222

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SUNDQUIST

Design Group

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COLORADO LICENSED PROFESSIONAL ENGINEER

351315

06/13/25

SUNDQUIST

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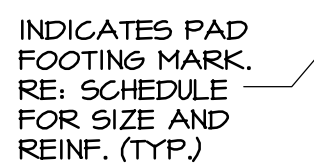
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226 Miles End Lane
Minturn, Colorado

Date	• Issue
08/22/24	• Review Set
11/25/24	• Pricing Set
05/27/25	• Review Set
06/13/25	• Building Permit
	•
	•

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

-
- 52.1
 $3/4'' = 1'-0''$

A BASE PLATE THICKNESS = 3/4"

NOTES: 1. PAD FOOTINGS ARE TO BE CENTERED BELOW COLUMN CENTERLINES (U.N.O.).
2. PROVIDE 3" CLEAR DISTANCE FROM BOTTOM OF FOOTING TO REINFORCING
3. REFER TO PLAN FOR TOP OF FOOTING ELEVATIONS.



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ALL DOOR, WINDOW AND OTHER BEARING WALL PENETRATIONS ARE TO BE
HEADERED WITH INSULATED (2) 1-3/4" x 9-1/2" LVL's (MINIMUM) OR (3) 2x10
WITH A SINGLE 2x6 TRIMMER AND A SINGLE 2x6 KING STUD AT EACH END
(UNLESS NOTED OTHERWISE).

SINGLE I-JOIST		
JOIST HEIGHT	TOP FLANGE MODEL	FACE MOUNT MODEL
11-7/8" BCI 5000	ITS2.06/11.00	IUS2.06/11.00
11-7/8" BCI 6000 / 60	ITS2.37/11.00	IUS2.37/11.00
11-7/8" BCI 90	ITS3.56/11.00	IUS3.56/11.00

1-PLY : 1-3/4" VERSA-LAM LVL		
MEMBER	TOP FLANGE MODEL	FACE MOUNT MODEL
11-7/8"	MIT108	HU11

2-PLY : 1-3/4" VERSA-LAM LVL		
MEMBER	TOP FLANGE MODEL	FACE MOUNT MODEL
11-7/8"	HB356/11.08	HHU5410

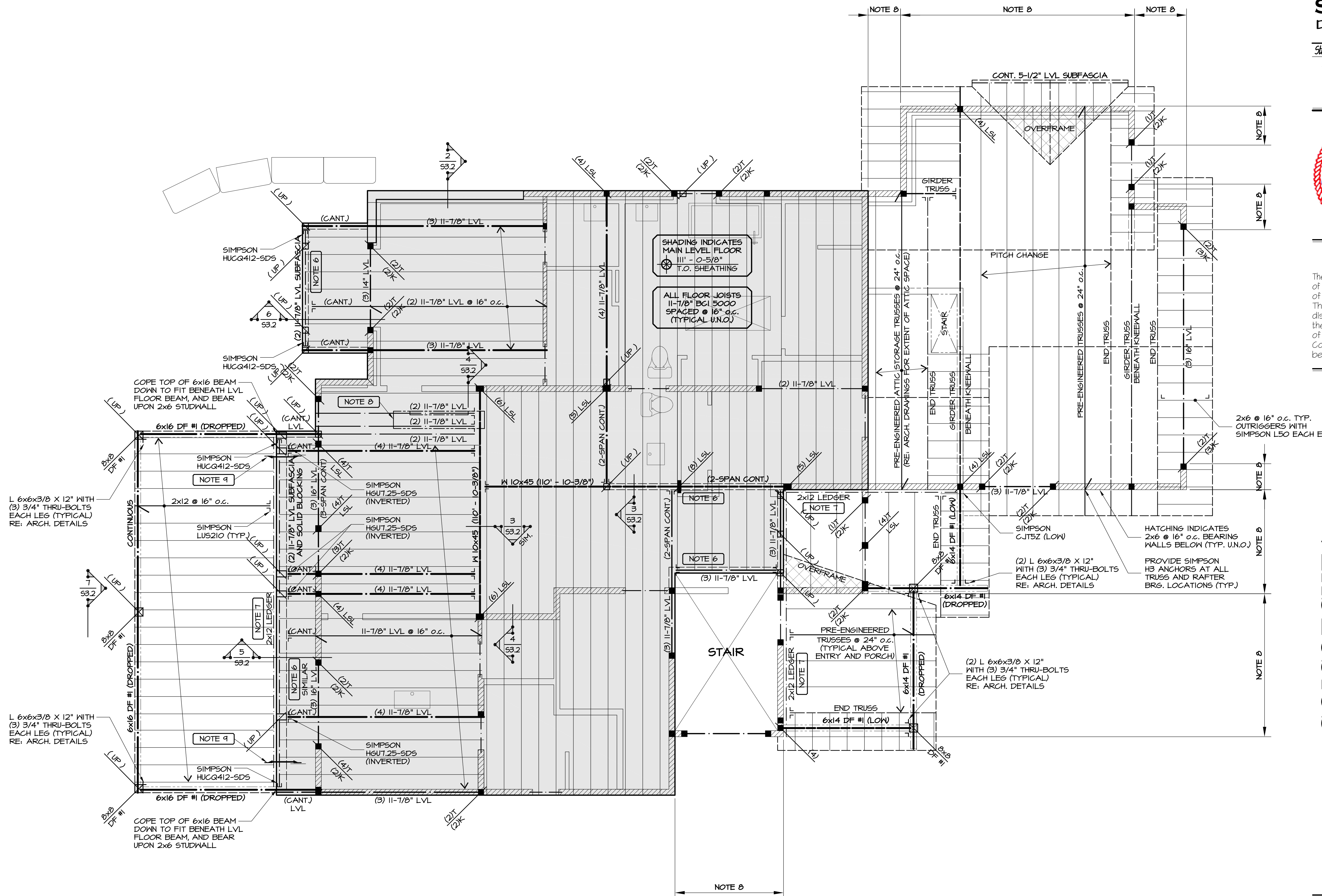
3-PLY : 1-3/4" VERSA-LAM LVL		
MEMBER	TOP FLANGE MODEL	FACE MOUNT MODEL
11-7/8"	HGLTV5.37	HGU55.50/12

4-PLY : 1-3/4" VERSA-LAM LVL		
MEMBER	TOP FLANGE MODEL	FACE MOUNT MODEL
11-7/8"	HGLTV7	HGU7.25-SD5

PLAN NOTATIONS:	GL: GLU-LAMINATED BEAM BCL: I-JOIST LVL: LAMINATED VENEER BEAM
BEAM BEARING CONDITION:	
	INDICATES TOTAL NUMBER OF GANG STUDS TO BE LOCATED AT BEAM BEARING LOCATIONS. ALL GANG STUDS ARE TO TRACK DOWN TO FOUNDATION WALLS (U.O.)
HEADER BEARING CONDITION:	
	INDICATES NUMBER OF MULTIPLE TRIMMER AND KING STUDS TO BE LOCATED AT HEADER BEARING LOCATIONS. MULTIPLE TRIMMER AND KING STUDS ARE TO TRACK DOWN TO FOUNDATION WALLS (U.O.) T = TRIMMER STUDS K = KING STUDS
MISCELLANEOUS CONDITIONS:	
	INDICATES COLUMN / STUDS FROM A LEVEL ABOVE POSTING DOWN TO THE CURRENT FRAMING LEVEL
	INDICATES COLUMN / STUD POSTING DOWN TO FRAMING MEMBER NOTED ON THE CURRENT FRAMING LEVEL

APPLICATION	SHEATHING	PANEL EDGE NAILING	INTERMEDIATE (FIELD) NAILING	ATTACHMENTS
FLOORS	3/4" T. & G. APA RATED STURD-I-FLOOR	6"o.c.	10"o.c.	8d RING SHANK NAILS (ALT. 10d COMMON) GLUED WITH CONST. ADHESIVE
WALLS	1/2" APA RATED C-C, C-D	6"o.c.	12"o.c.	8d COMMON NAILS
ROOFS	5/8" APA RATED EXPOSURE RATED 40/20	6"o.c.	12"o.c.	10d COMMON NAILS

NOTES: 1. USE REQUIREMENTS SHOWN ABOVE UNLESS NOTED OTHERWISE.
2. REFER TO THE 2021 INTERNATIONAL RESIDENTIAL CODE FOR ADDITIONAL SHEATHING REQUIREMENTS.
3. EDGE NAILING PERPENDICULAR TO FRAMING MEMBERS REQUIRED AT WALL PANELS ONLY.



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

- NOTES:
1. REFER TO SHEET S/I.I FOR GENERAL STRUCTURAL NOTES AND TYPICAL DETAILS.
 2. REFER TO ARCHITECTURAL DRAWINGS FOR MISC. FLOOR PENETRATIONS.
 3. ALL FLOOR BEAMS ARE FLUSH-FRAMED (UNLESS NOTED OTHERWISE).
 4. REFER TO ARCHITECTURAL DRAWINGS FOR PLUMBING FIXTURE LOCATIONS.
 5. REFER TO DETAIL 6/S.I.I FOR TYPICAL BEAM POCKET REQUIREMENTS.
 6. INDICATES 2x6 @ 16" o.c. BEARING WALLS ABOVE.
 7. ATTACH LEDGER TO WALL / RIM WITH (3) ROWS OF 5"-LONG LEDGER-LOCK SCREWS SPACED @ 16" o.c. (MAX).
 8. THIS WALL IS TO BE FRAMED WITH 1-3/4" x 5-1/2" LSL STUDS @ 16" o.c.
 9. PROVIDE BLOCKING BETWEEN JOISTS AT STONE VENEER AND / OR BEARING WALLS FROM ABOVE (RE: DETAIL 2/S.I.I).
 10. INSTALL SIMPSON DTT2 CONNECTOR FOR LATERAL LOAD RESISTANCE (IRC R507.9.2). CONNECTOR IS TO BE INSTALLED A MAXIMUM OF 24" FROM THE OUTER EDGE OF THE DECK. PROVIDE SOLID LVL BLOCKING BETWEEN I-JOIST MEMBERS AS NECESSARY (RE: DETAIL 2/S.I.I) AND REFER TO MANUFACTURER'S LITERATURE FOR INSTALLATION REQUIREMENTS.

GOICOECHEA
Lot 03 | Minturn North

2226 Miles End Lane
Minturn, Colorado



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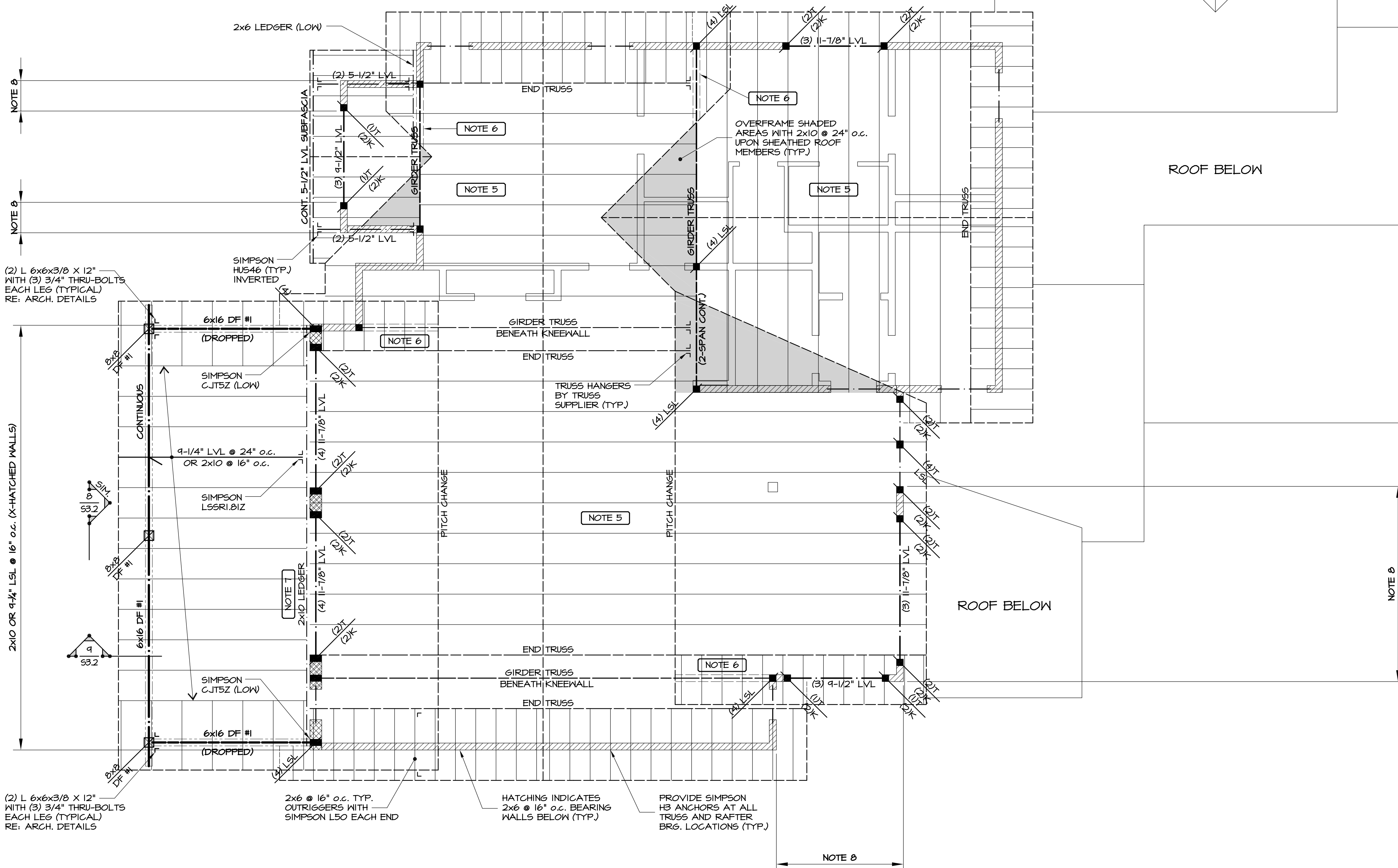
ALL DOOR, WINDOW AND OTHER BEARING WALL PENETRATIONS ARE TO BE
HEADERED WITH INSULATED (2) 1-3/4" x 9-1/2" LVL's (MINIMUM) OR (3) 2x10
WITH A SINGLE 2x6 TRIMMER AND A SINGLE 2x6 KING STUD AT EACH END
(UNLESS NOTED OTHERWISE).

1. ROOF LIVE LOAD (SNOW) = 100 psf - NOT REDUCED.
2. ROOF DEAD LOAD (TOP CHORD) = 20 psf.
3. ROOF DEAD LOAD (BOTTOM CHORD) = 5 psf.

INDICATES COLUMN / STUDS
POSTING DOWN TO FRAMING
MEMBER NOTED ON THE
CURRENT FRAMING LEVEL

APPLICATION	SHEATHING	PANEL EDGE NAILING	INTERMEDIATE (FIELD) NAILING	ATTACHMENTS
FLOORS	3/4" T. & G. APA RATED STURD-I-FLOOR	6"o.c.	10"o.c.	8d RING SHANK NAILS (ALT. 10d COMMON) GLUED WITH CONST. ADHESIVE
WALLS	1/2" APA RATED C-C, C-D	6"o.c.	12"o.c.	8d COMMON NAILS
ROOFS	5/8" APA RATED EXPOSURE I RATED 40/20	6"o.c.	12"o.c.	10d COMMON NAILS

NOTES: 1. USE REQUIREMENTS SHOWN ABOVE UNLESS NOTED OTHERWISE.
2. REFER TO THE 2021 INTERNATIONAL RESIDENTIAL CODE FOR ADDITIONAL SHEATHING REQUIREMENTS.
3. EDGE NAILING PERPENDICULAR TO FRAMING MEMBERS REQUIRED AT WALL PANELS ONLY.



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

- NOTES: 1. REFER TO SHEET S.I.1 FOR GENERAL STRUCTURAL NOTES AND TYPICAL DETAILS.
2. REFER TO ARCHITECTURAL DRAWINGS FOR MISC. ROOF PENETRATIONS.
3. ALL 2x AND LVL BEAMS ARE FLUSH-FRAMED (UNLESS NOTED OTHERWISE).
4. ALL HEAVY TIMBER AND GLU-LAM ROOF BEAMS ARE DROPPED (U.N.O.)
5. **ALL ROOF MEMBERS ARE PRE-ENGINEERED TRUSSES @ 24' o.c. (U.N.O.)**
6. INDICATES 2x6 @ 16" o.c. KNEEWALL DOWN TO LOWER ROOF PLANE.
7. ATTACH LEDGER TO WALL/RIM WITH (3) ROWS OF 5'-LONG LEDGER-LOCK SCREWS SPACED @ 16" o.c. (MAX).
8. THIS WALL IS TO BE FRAMED WITH 1-3/4" x 5-1/2" LSL STUDS @ 16" o.c.
9. ALL WALL STUDS THAT EXCEED 15 FT. IN HEIGHT ARE TO BE FRAMED USING LSL/LVL MATERIAL.



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Lot 03 | Minturn North

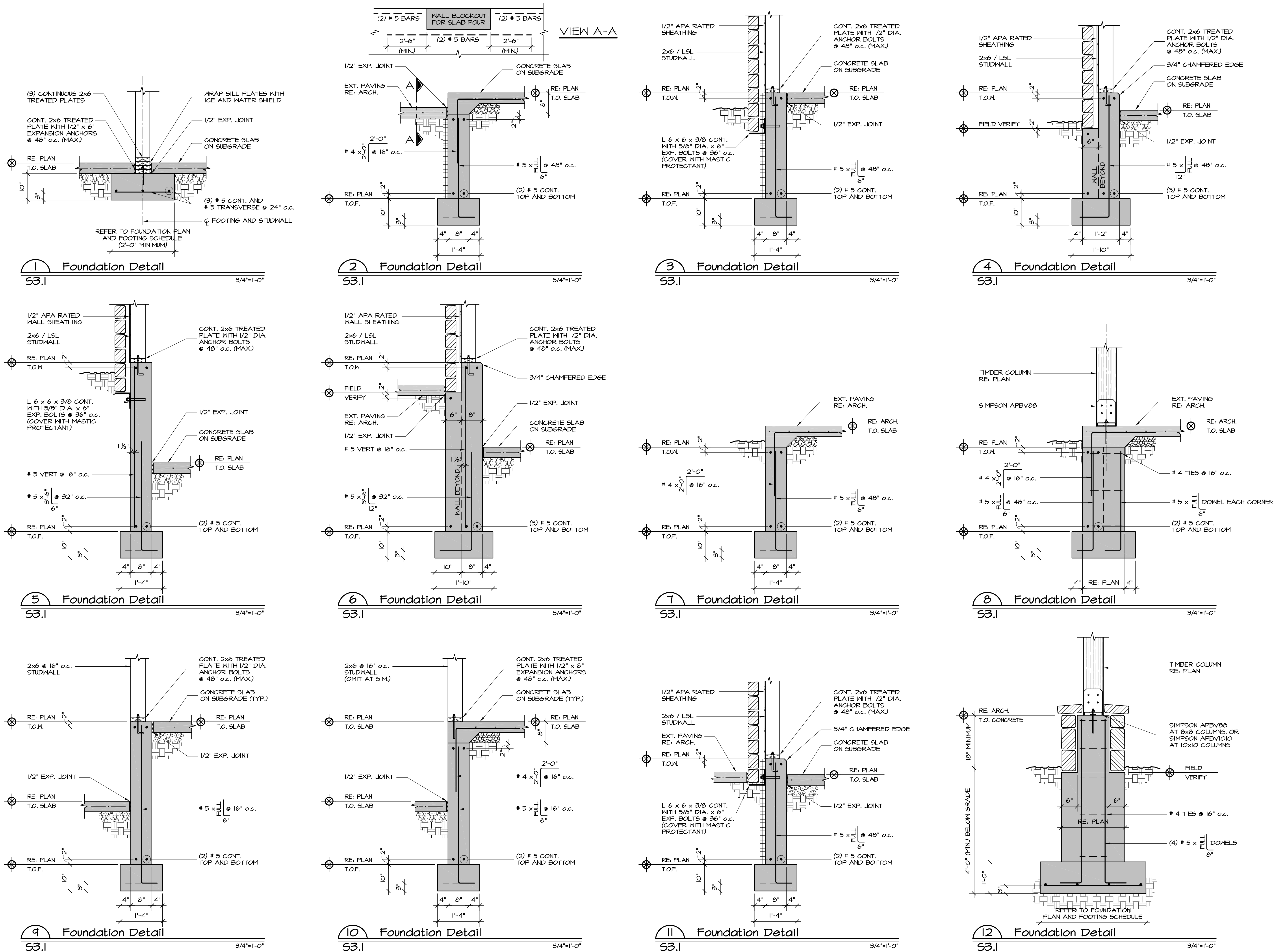
226 Miles End Lane
Minturn, Colorado

Date	• 06/13/2025
SDG Project No.	• 24-125
Drawn By	• SDG
Checked By	• JDS

Date	• Issue
08/22/24	• Review Set
11/25/24	• Pricing Set
05/27/25	• Review Set
06/13/25	• Building Permit
•	•
•	•

Title • Foundation Details

S3.1





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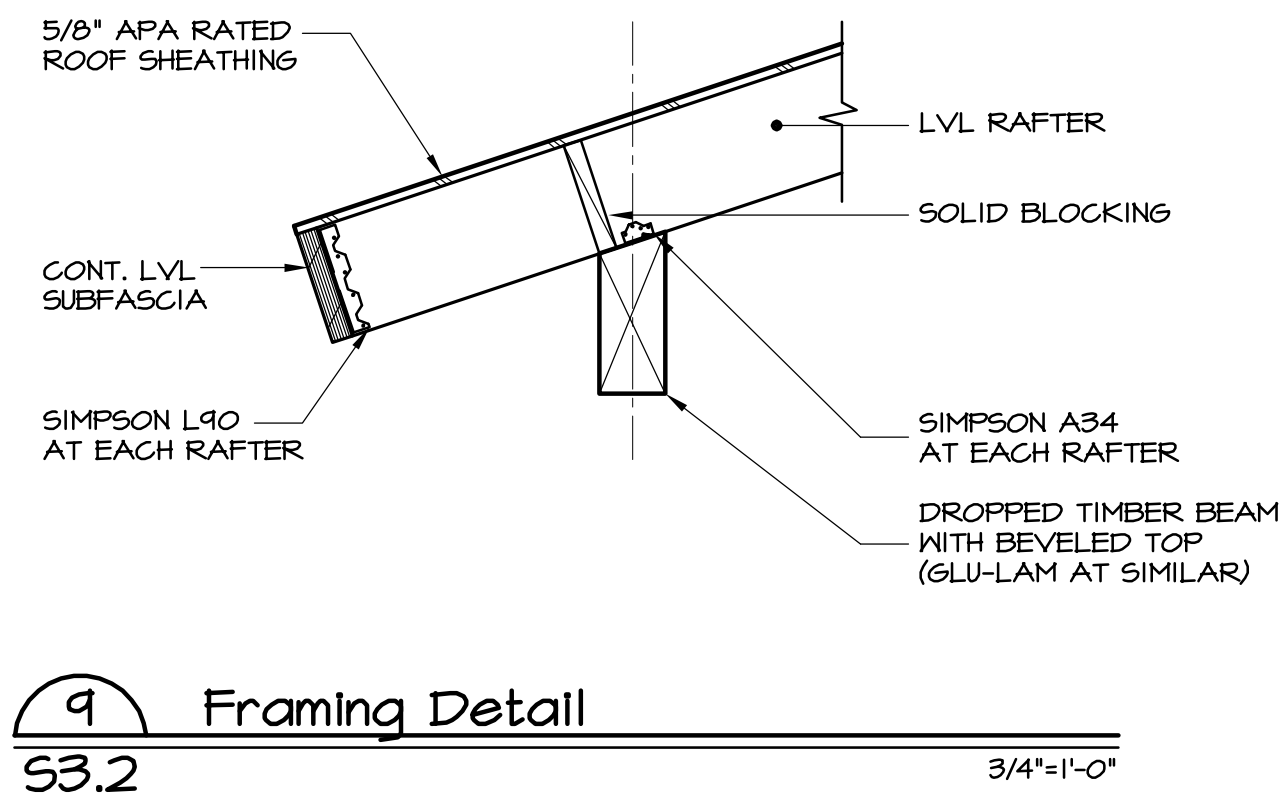
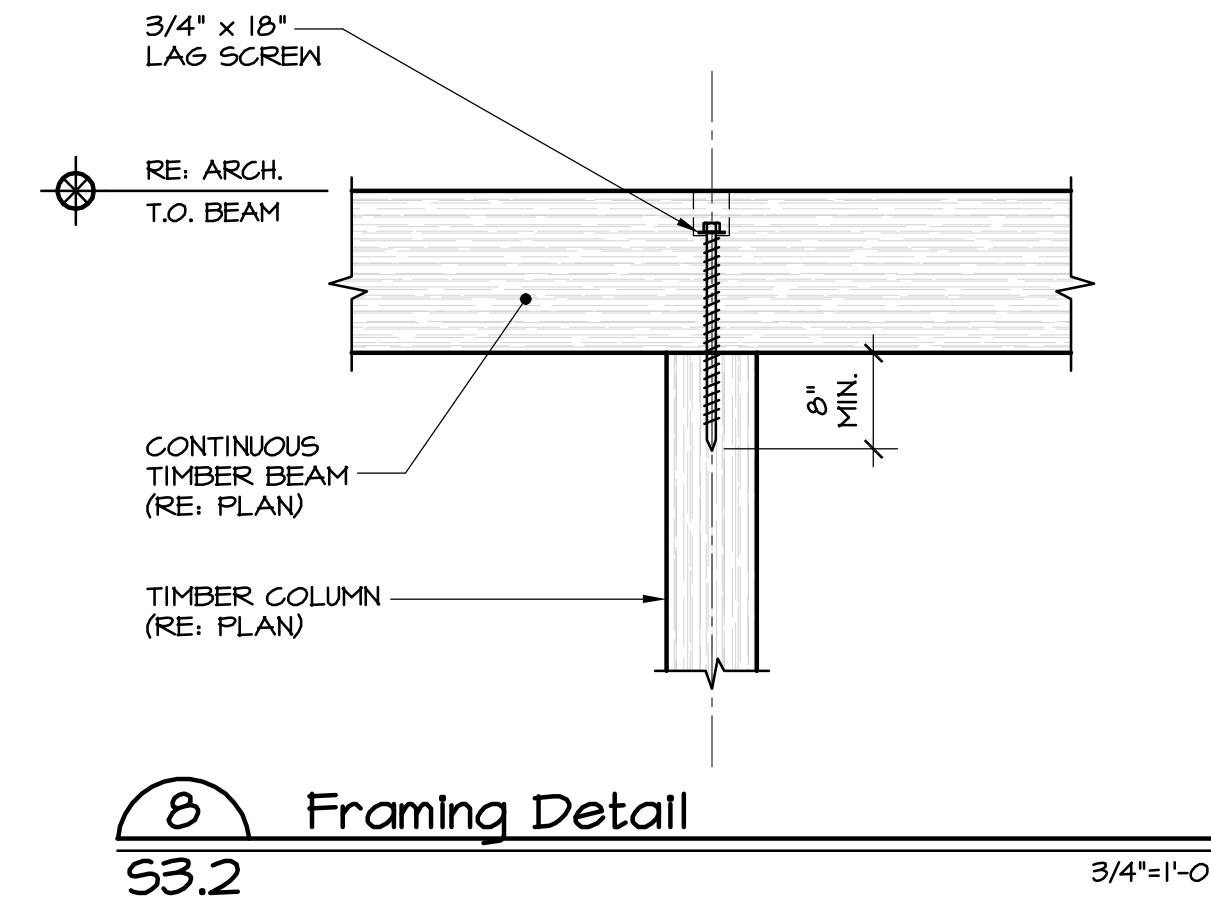
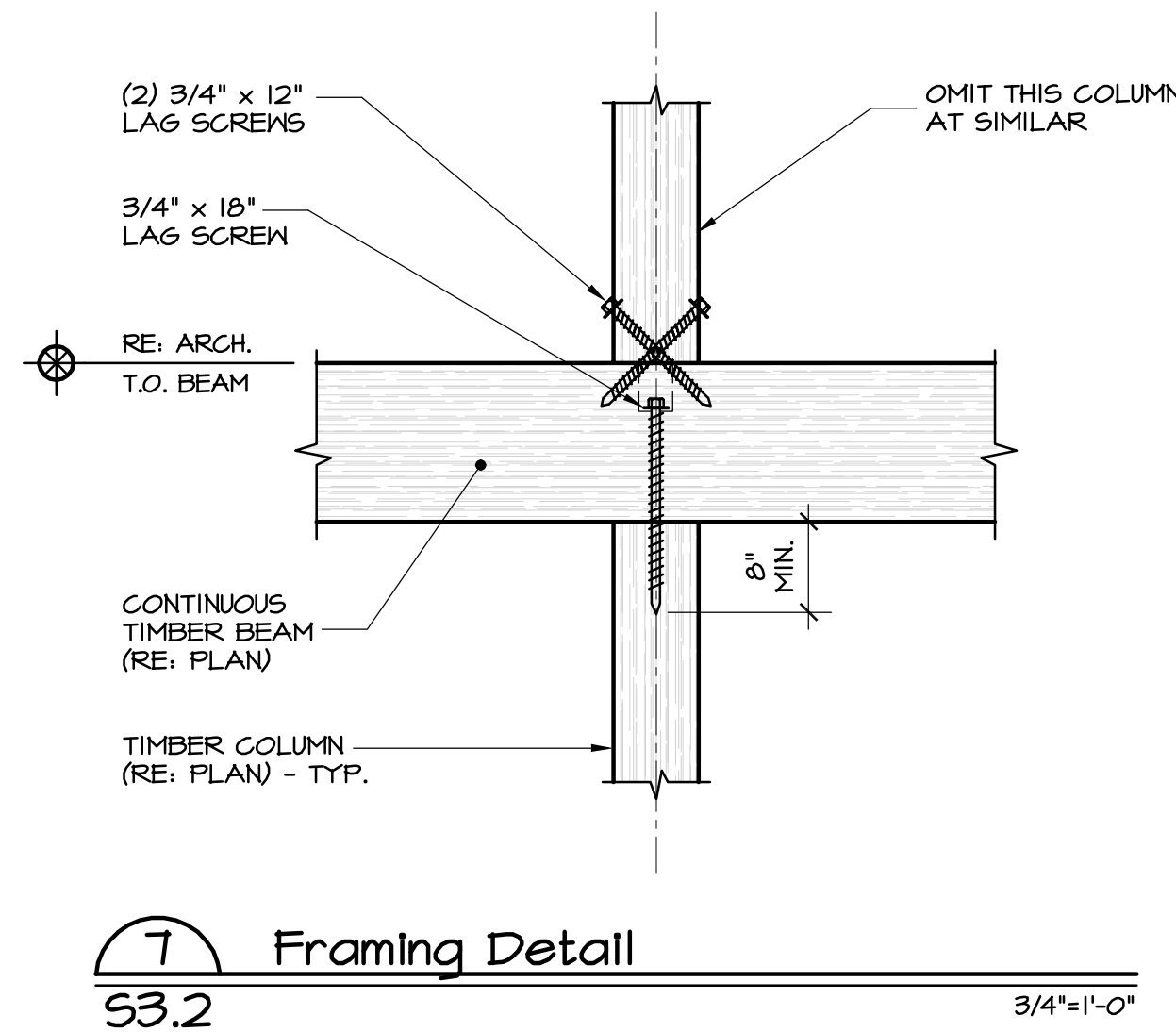
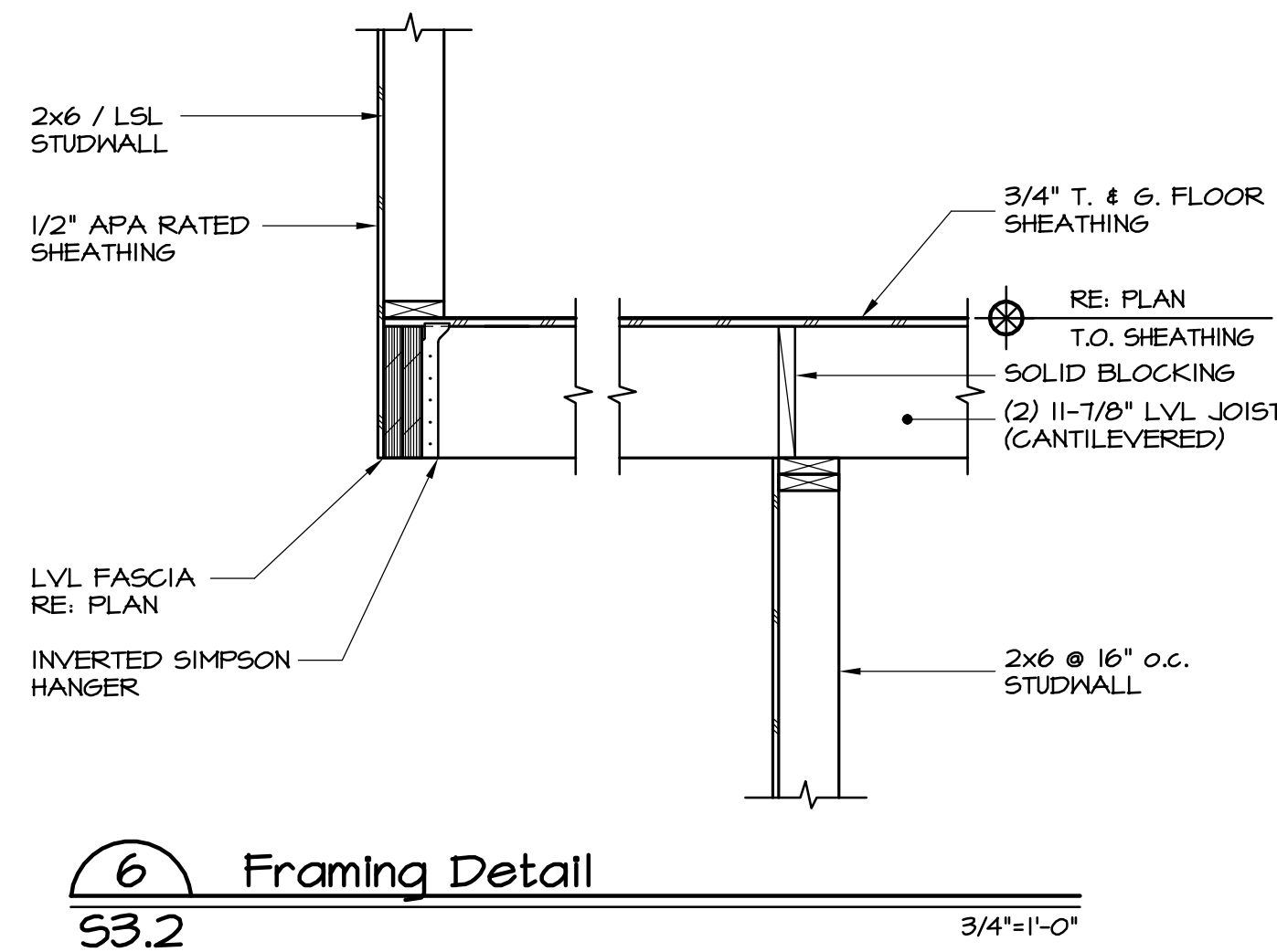
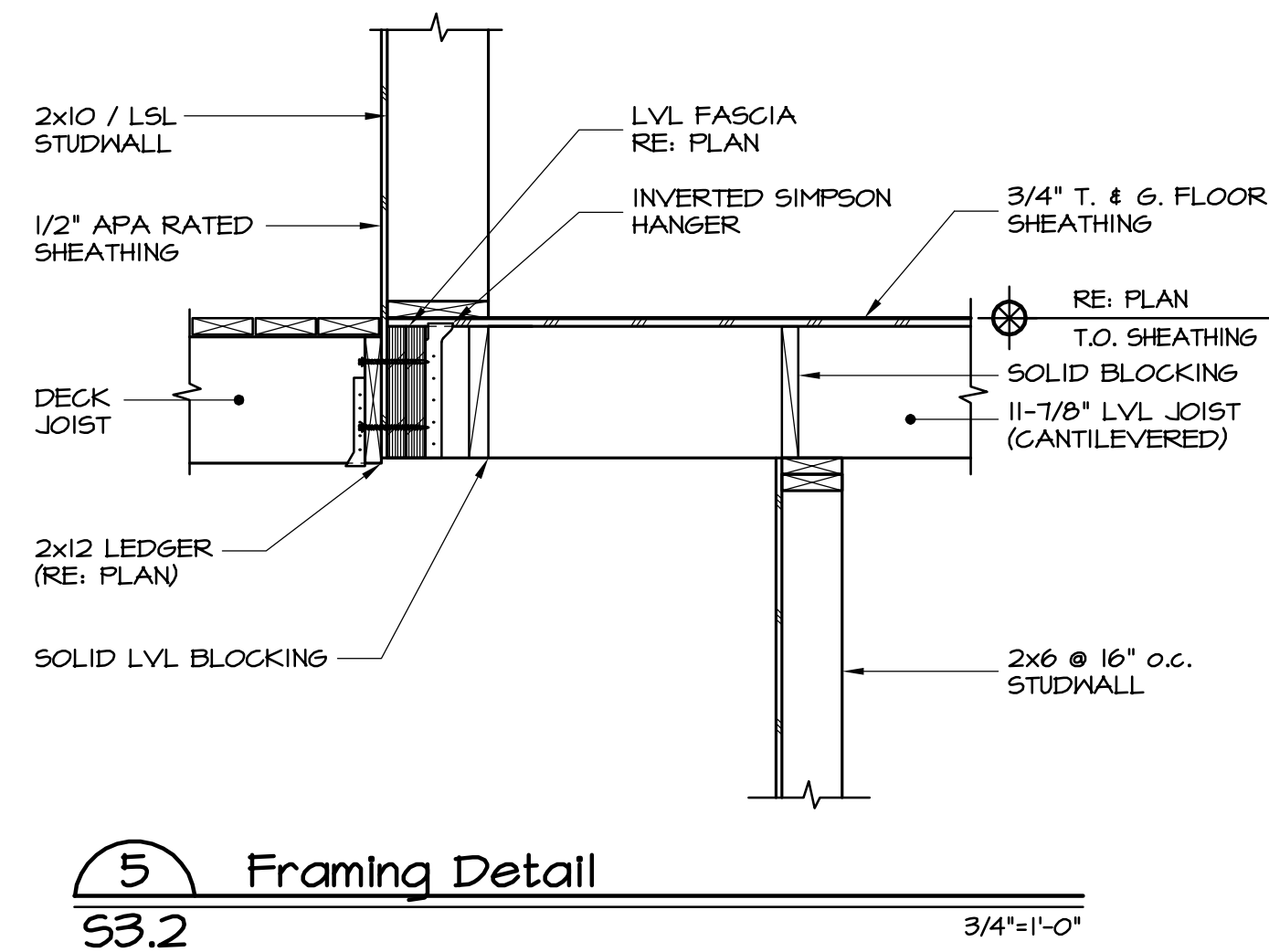
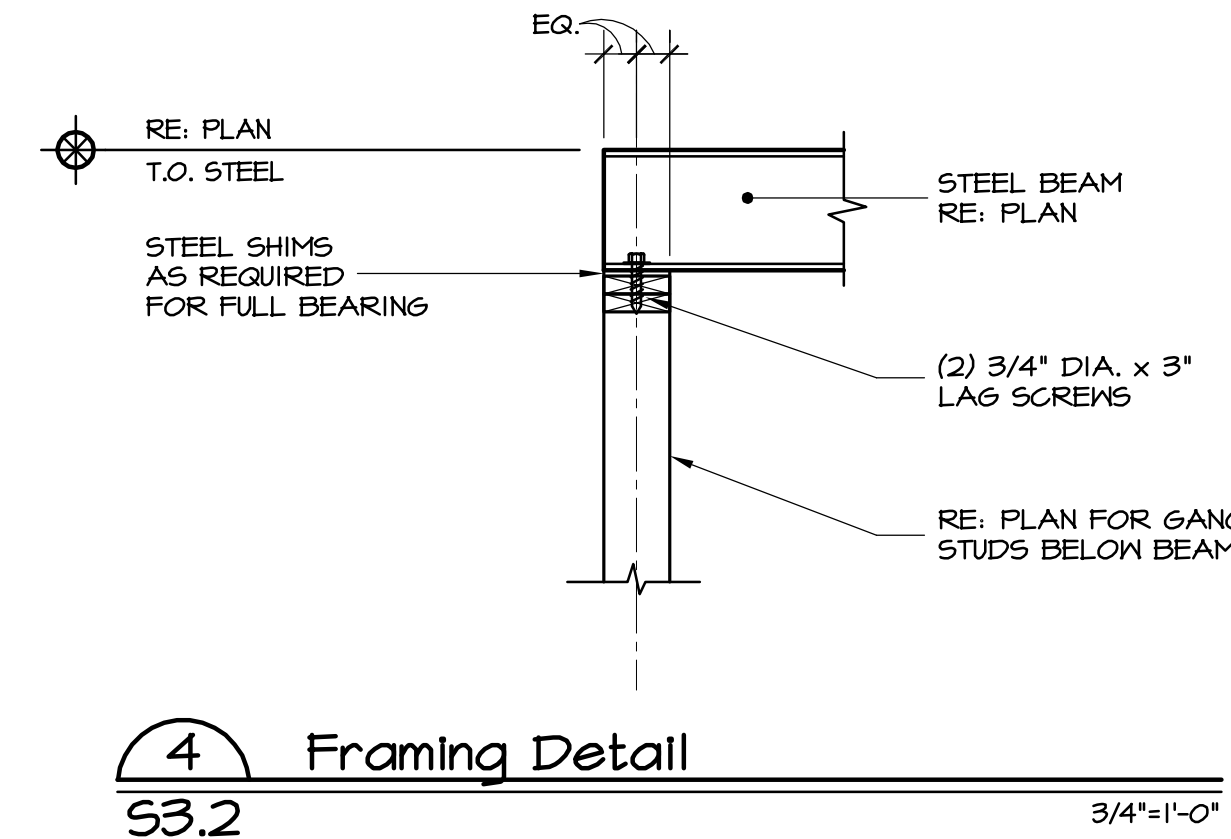
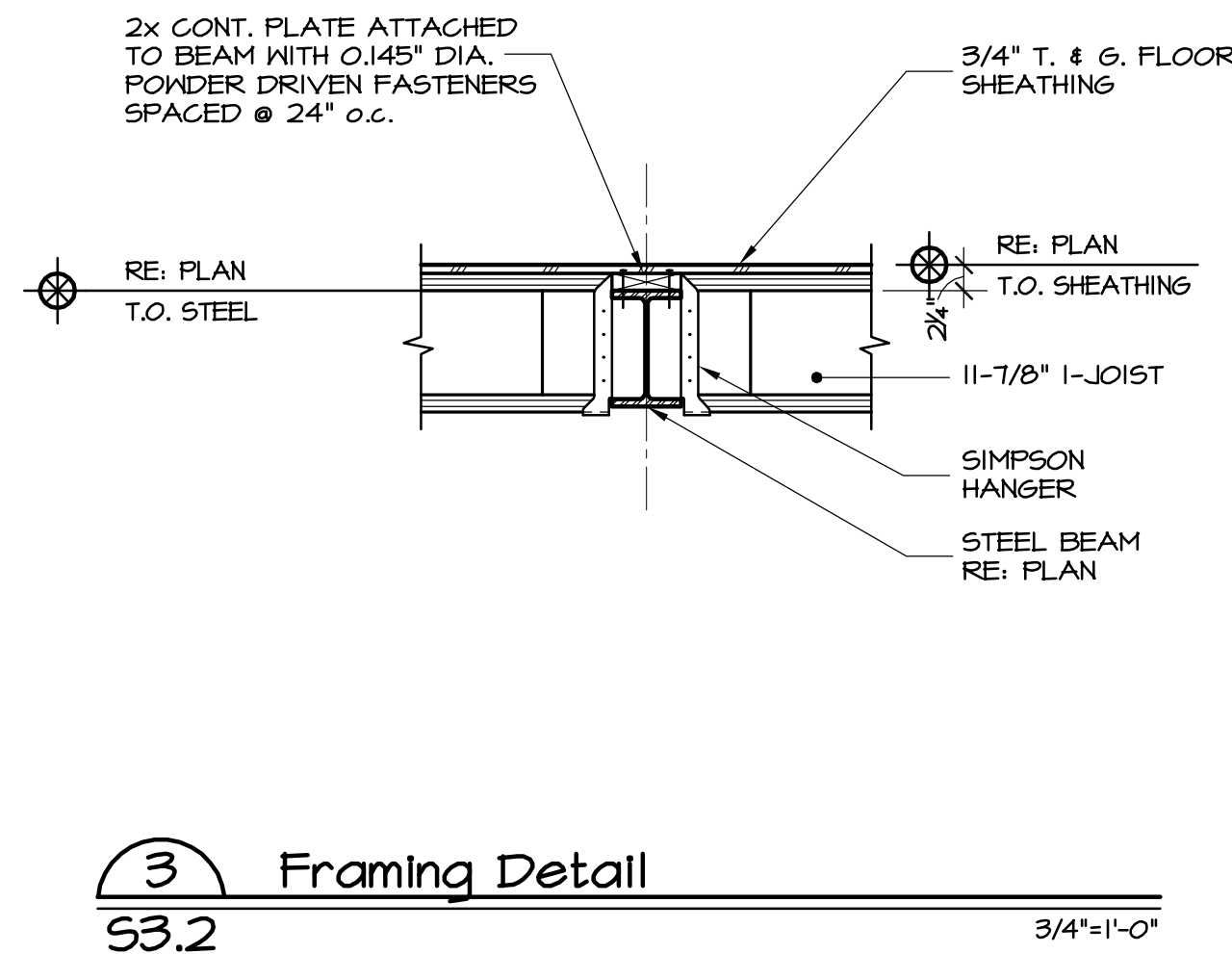
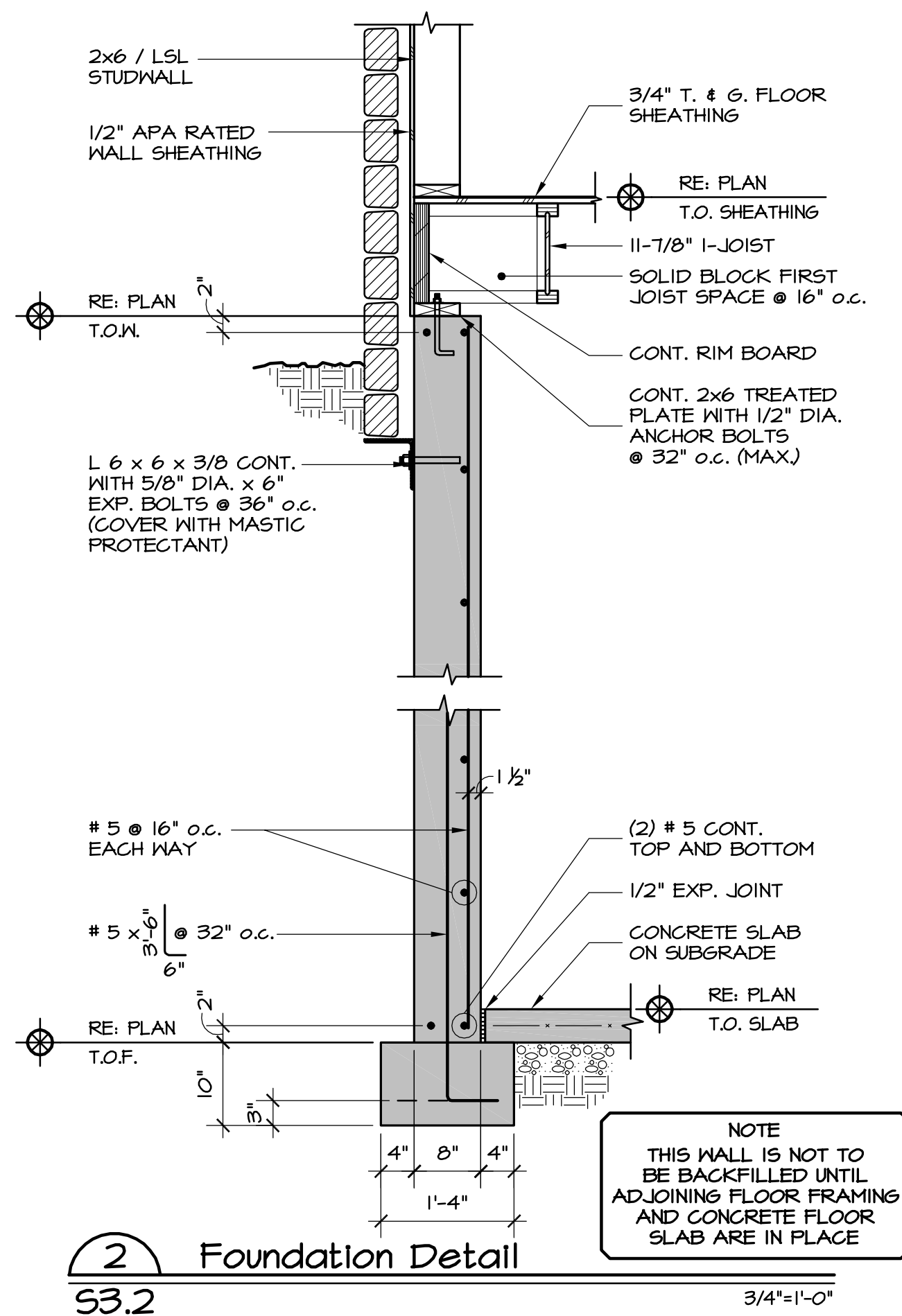
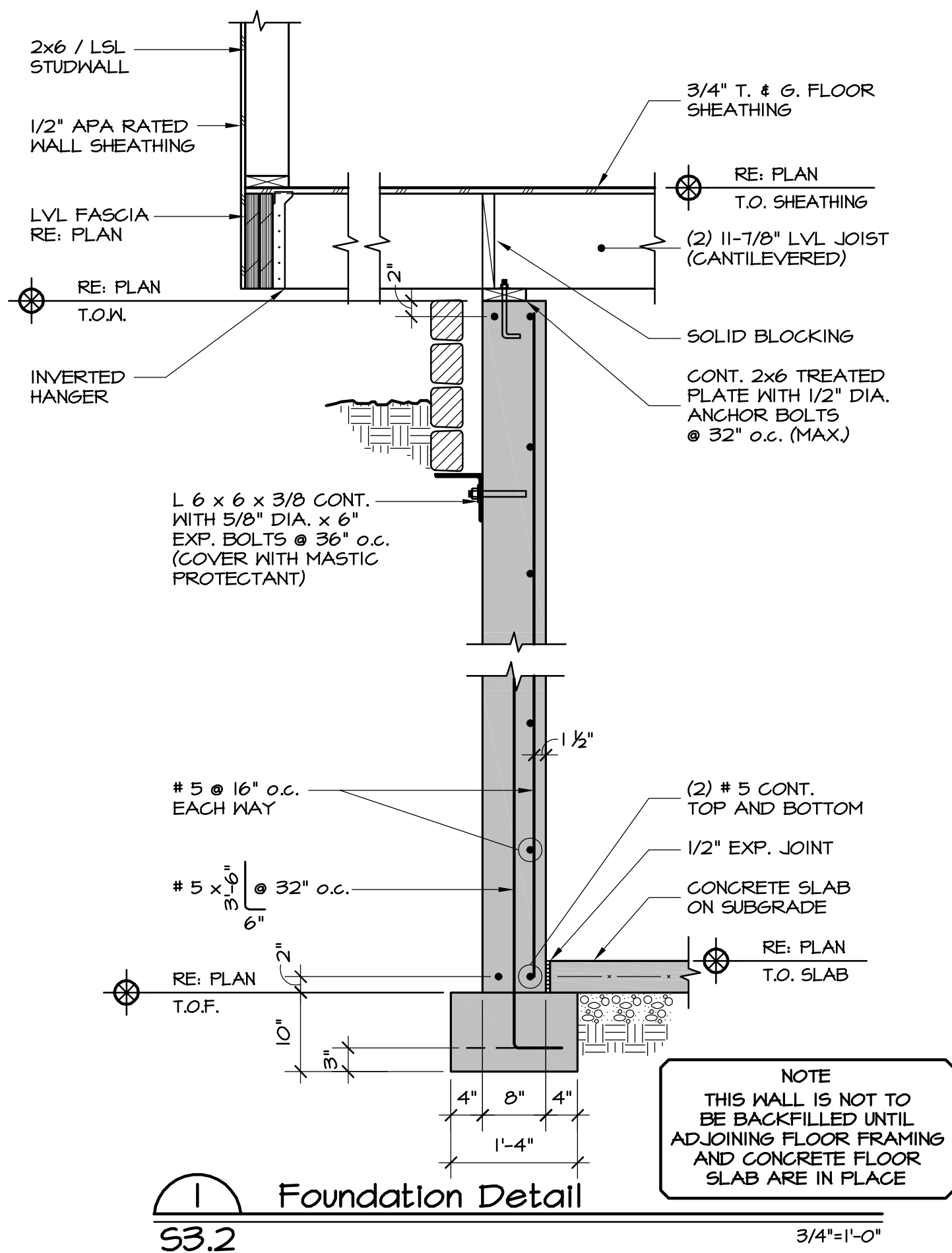
226 Miles End Lane
Minturn, Colorado

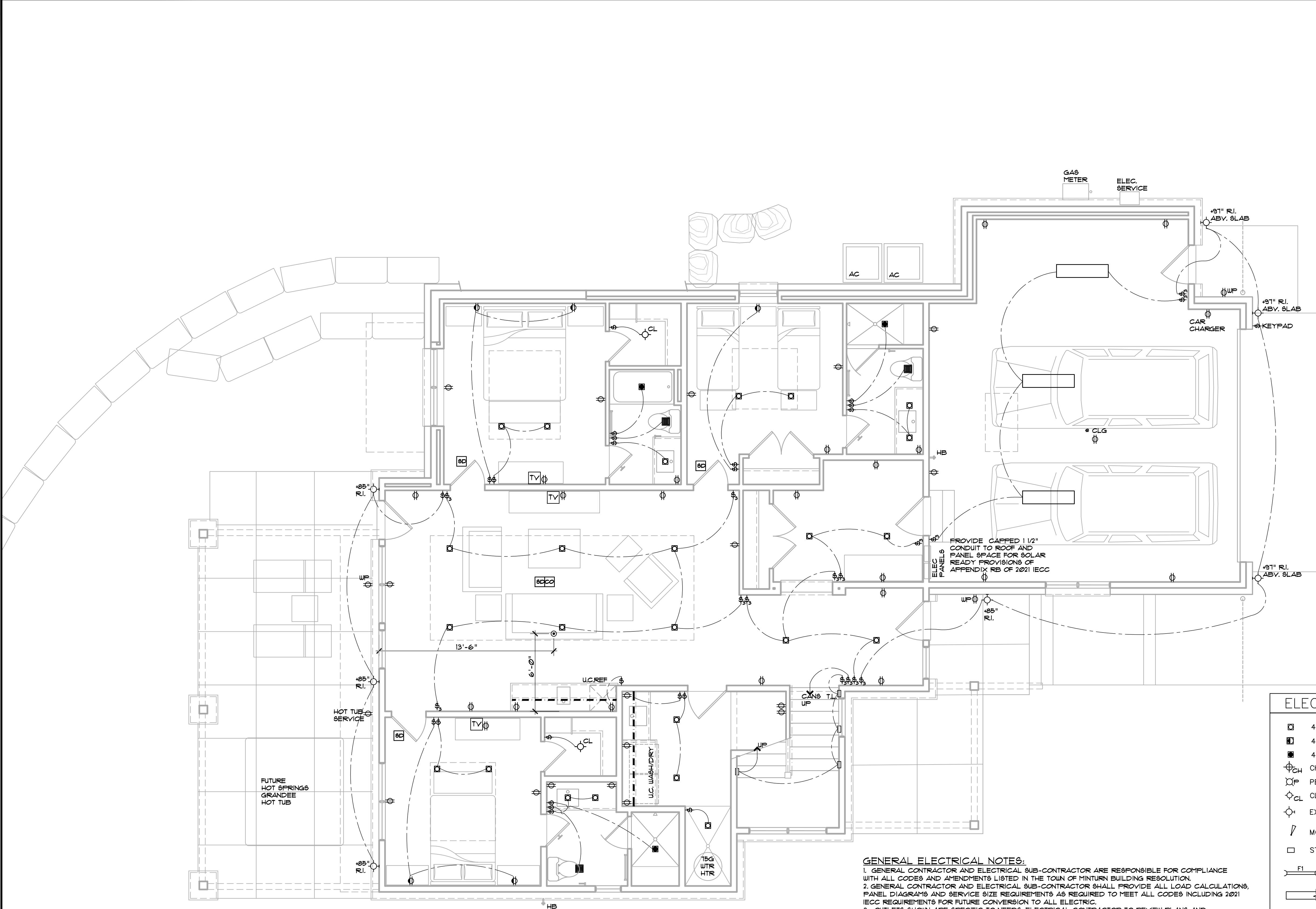
Date	• 06/13/2025
SDG Project No.	• 24-125
Drawn By	• SDG
Checked By	• JDS

Date	• Issue
08/22/24	• Review Set
11/25/24	• Pricing Set
05/27/25	• Review Set
06/13/25	• Building Permit
•	
•	

Title	• Foundation Details and Framing Details
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S3.2





R404.4 Additional electric infrastructure. All combustion equipment shall be installed in accordance with Section R403.5.4 and shall be provided with a junction box that is connected to an electrical panel by continuous raceways and conductors that meet the following requirements:

- The junction box, raceway, and bus bar in the electric panel and conductors serving the electric panel shall be sized to accommodate electric equipment that is sized to serve the same load as the combustion equipment.
- The panel shall have reserved physical space for a dual-pole circuit breaker.
- The junction box and electrical panel directory entry for the dedicated circuit breaker space shall have labels stating "For future electric equipment."
- The junction box shall allow for the electric equipment to be installed within the same place of the combustion equipment that it replaces.

Exceptions:

- Fossil fuel space heating equipment where a 200/240-volt electrical circuit with a minimum capacity of 40 amps exists for space cooling equipment.

RD04 One- and two- family dwellings and townhouses. One EV ready space shall be provided for each dwelling unit. The branch circuit shall be identified as EV ready in the service panel or subpanel directory, and the termination location shall be marked as EV ready.

ELECTRIC VEHICLE READY SPACE (EV READY SPACE). An automobile parking space that is provided with a branch circuit and receptacle that will support an installed EVSE. Labeled as "CAR CHARGER" on electrical plan.

ELECTRICAL LEGEND

- 4" LED DOWNLIGHT CAN
- 4" LED DIRECTIONAL CAN
- 4" LED SHOWER CAN
- CHANDLIER BY OWNER
- PENDANT BY OWNER
- CLOSET DOME LIGHT
- EXTERIOR WALL SCONCE
- MONOPOINT SPOT LIGHT
- STEP LIGHT
- DOOR HEADER LED LIGHT
- 1'x4' LED LIGHT
- CEILING FAN BY OWNER
- SMOKE ALARM
- CARBON MONOXIDE DETECTOR
- EXHAUST FAN
- FLOOR OUTLET
- 1/2 HOT SWITCHED OUTLET
- TELEVISION
- LED STRIP LIGHTING UNDER CABINET

- GENERAL ELECTRICAL NOTES:
- GENERAL CONTRACTOR AND ELECTRICAL SUB-CONTRACTOR ARE RESPONSIBLE FOR COMPLIANCE WITH ALL CODES AND AMENDMENTS LISTED IN THE TOWN OF MINTURN BUILDING RESOLUTION.
 - GENERAL CONTRACTOR AND ELECTRICAL SUB-CONTRACTOR SHALL PROVIDE ALL LOAD CALCULATIONS, PANEL DIAGRAMS AND SERVICE SIZE REQUIREMENTS AS REQUIRED TO MEET ALL CODES INCLUDING 2021 IECC REQUIREMENTS FOR FUTURE CONVERSION TO ALL ELECTRIC.
 - OUTLETS SHOWN ARE SPECIFIC TO NEEDS. ELECTRICAL CONTRACTOR TO REVIEW PLANS AND COMMUNICATE TO GENERAL CONTRACTOR ANY ADDITIONAL OUTLETS NEEDED TO MEET CODE.
 - CONTRACTOR TO PROVIDE LIFE SAFETY DETECTORS AND SENSORS PER CODE MINIMUM. LOCATIONS TO BE APPROVED BY GENERAL CONTRACTOR PRIOR TO INSTALL.
 - REFER TO FINAL CABINET SHOPS FOR FINAL APPLIANCE, PLUMBING AND ELECTRICAL LOCATIONS.
 - REFER TO LANDSCAPE PLANS FOR IRRIGATION AND SITE LIGHTING POWER REQUIREMENTS.
 - ALL PERMANENTLY INSTALLED LIGHTING FIXTURES SHALL CONTAIN ON-HIGH-EFFICACY LIGHTING SOURCES. (R404.1, 2021 IECC).
 - ALL INTERIOR LIGHTING CIRCUITS SHALL BE PROVIDED WITH DIMMERS, EXCEPT BATHROOMS AND HALLWAYS. (R404.2, 2021 IECC).
 - ALL EXTERIOR LIGHTING CIRCUITS SHALL BE INSTALLED WITH A MANUAL ON/OFF SWITCH WHICH PERMITS AUTOMATIC SHUT-OFF ACTIONS AND SHALL AUTOMATICALLY SHUT OFF WHEN DAYLIGHT. (R404.3, 2021 IECC).

LOWER LEVEL SCHEMATIC ELECTRICAL PLAN

1/4" 1'-0"

DISCLAIMER: ALL PLANS, RENDERINGS, SPECIFICATIONS AND MARKETING MATERIALS ARE SUBJECT TO REVISIONS AND MODIFICATIONS AT DEVELOPERS SOLE DISCRETION DUE TO SITE SPECIFIC GRADING CONDITIONS, AVAILABILITY OF MATERIALS, AVAILABILITY OF LABOR, MANUFACTURER SUPPLY SHORTAGES, AND GOVERNMENTAL AGENCY CHANGES. ALL PLANS AND SPECIFICATIONS ARE SUBJECT TO REVISIONS AND CONDITIONS OF APPROVAL BY THE TOWN OF MINTURN CITY COUNCIL, TOWN OF MINTURN DESIGN REVIEW BOARD, TOWN OF MINTURN BUILDING PERMIT DEPARTMENT AND ALL OTHER APPLICABLE REGULATORY AGENCIES. ARTIST RENDERINGS HAVE BEEN PROVIDED FOR ILLUSTRATIVE AND MARKETING PURPOSES ONLY AND SHOULD NOT BE RELIED UPON AS A BASIS FOR PURCHASING. COLOR, MATERIALS AND DESIGN ELEMENTS ARE SUBJECT TO REFINEMENT AND REVISION WITHOUT NOTICE AT DEVELOPERS SOLE DISCRETION.

EGGERS
ARCHITECTURE, INC.
PO BOX 798
KREMMLING, CO 80459
(970) 724-3411 CELL: (970) 409-9790
don.eggars@eggarsarchitecture.com

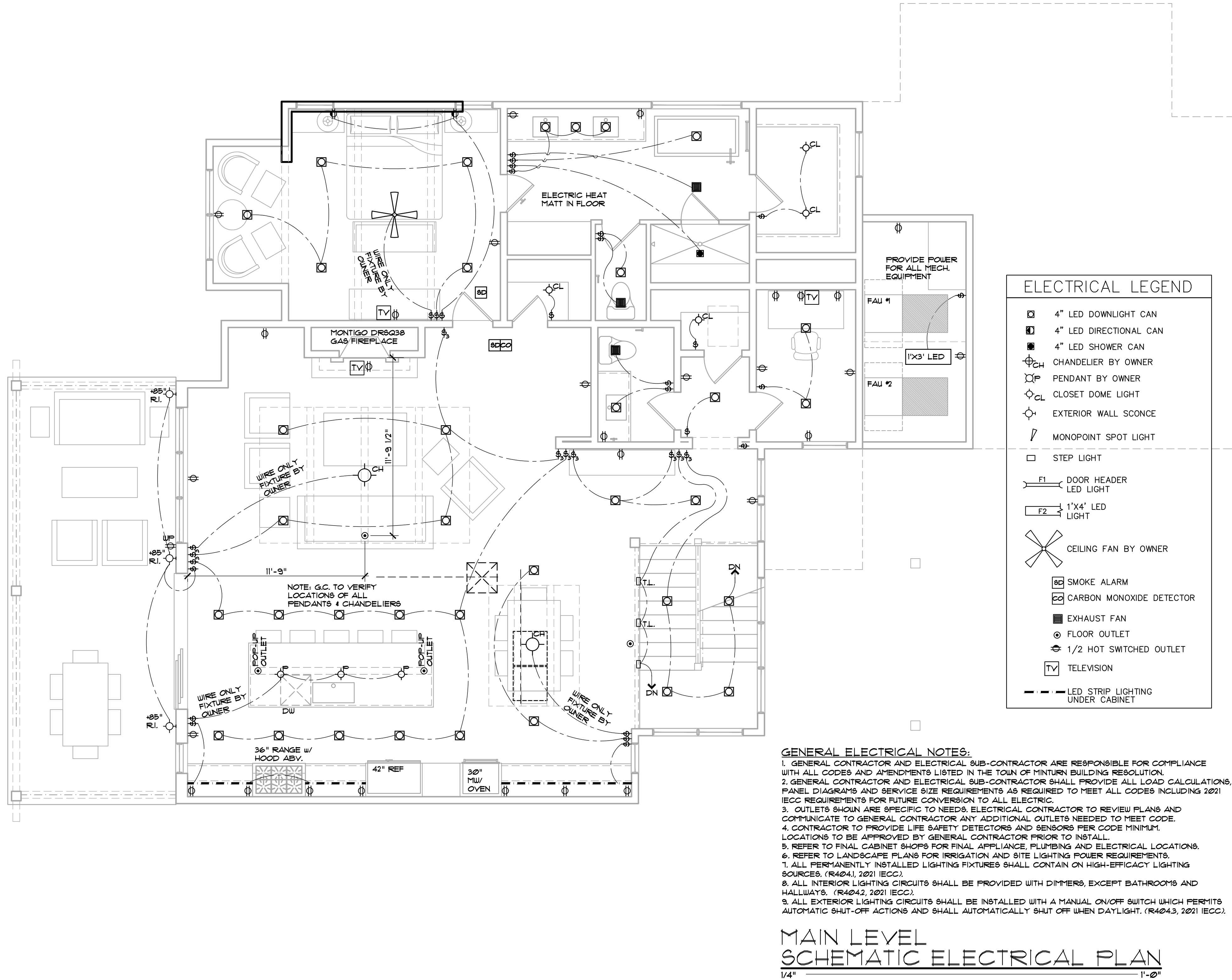
RESORT CONCEPTS
225 MAIN STREET, SUITE C-101
EDWARDS, COLORADO
(970) 926-1720

GOICOECHEA
226 MILES END LANE
LOT 03, MINTURN NORTH
MINTURN, COLORADO

PROJECT NO: 2412-22 L03

#	DATE	BY	COMMENTS	ISSUED
5	6-19-25		BUILDING PERMIT SET	
6	5-30-25		BUILDING PERMIT SET (NOT SUBMITTED)	
3	11-25-24		DRB SUBMITTAL #2 SET	
2	1-10-24		REVISED DRB SUBMITTAL	

E1.1



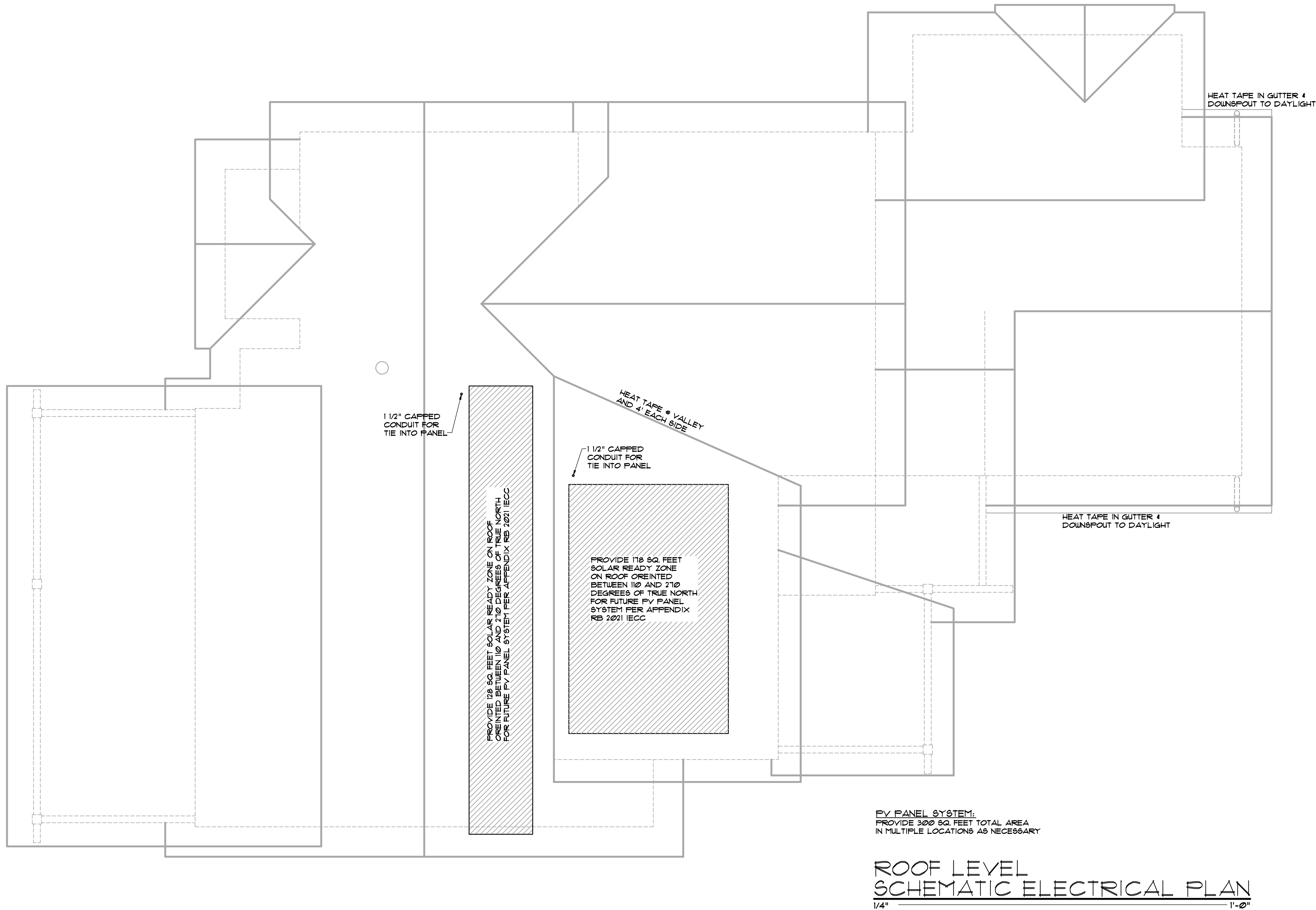
R404.4 Additional electric infrastructure. All combustion equipment shall be installed in accordance with Section R403.5.4 and shall be provided with a junction box that is connected to an electrical panel by continuous raceways and conductors that meet the following requirements:

- The junction box, raceway, and bus bar in the electric panel and conductors serving the electric panel shall be sized to accommodate electric equipment that is sized to serve the same load as the combustion equipment.
- The panel shall have reserved physical space for a dual-pole circuit breaker.
- The junction box and electrical panel directory entry for the dedicated circuit breaker space shall have labels stating "For future electric equipment."
- The junction box shall allow for the electric equipment to be installed within the same place of the combustion equipment that it replaces.

Exceptions:

- Fossil fuel space heating equipment where a 208/240-volt electrical circuit with a minimum capacity of 40 amps exists for space cooling equipment.

#	DATE	BY	COMMENTS	#	DATE	BY	COMMENTS
5	6-19-25		BUILDING PERMIT SET	5	6-19-25		BUILDING PERMIT SET
6	5-30-25		BUILDING PERMIT SET (NOT SUBMITTED)	6	5-30-25		BUILDING PERMIT SET (NOT SUBMITTED)
3	11-25-24		DRB SUBMITTAL #2 SET	3	11-25-24		DRB SUBMITTAL #2 SET
2	1-10-24		REVISED DRB SUBMITTAL	2	1-10-24		REVISED DRB SUBMITTAL



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ISSUED

#	DATE	BY	COMMENTS
8	6-13-25	DUE	BUILDING PERMIT SET
6	5-30-25	DUE	BUILDING PERMIT SET (NOT SUBMITTED)
3	11-25-24	DUE	DRB SUBMITTAL #2 SET
2	1-10-24	DUE	REVISED DRB SUBMITTAL

E1.3

PROJECT NO: 2412-22 L03

GOICOECHEA
226 MILES END LANE
LOT 03, MINTURN NORTH
MINTURN, COLORADO

RESORT CONCEPTS
225 MAIN STREET, SUITE C-101
EDWARDS, COLORADO
(970) 926-1720

EGGERS
ARCHITECTURE, INC.
PO BOX 798
KREMMLING, CO 80459
(970) 724-3411 CELL: (970) 409-9790
don.eggars@eggarsarchitecture.com



To: Mayor and Council

From: Jay Brunvand

Date: August 6, 2024

Agenda Item: Annual renewal of Hotel and Restaurant Liquor License

REQUEST:

Staff is requesting Council to review and approve the attached annual renewal of a Hotel and Restaurant Liquor License for the MEATUNA llc, dba The Crazy Chicken at 455 Main St.

INTRODUCTION:

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

ANALYSIS:

Not Applicable

COMMUNITY INPUT:

Not Applicable

BUDGET / STAFF IMPACT:

The applicant has submitted the required fee of \$125.00.

STRATEGIC PLAN ALIGNMENT:

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

RECOMMENDED ACTION OR PROPOSED MOTION:

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

ATTACHMENTS:

- Application and supporting documentation for the license renewal.

DR 8400 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Submit to Local Licensing Authority

Fees Due	
Annual Renewal Application Fee	\$ 250
Renewal Fee	500
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 750

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

☐ Paid by check

Uploaded to MoveIt on Date

☒ Paid online

Licensee Name

Meatuna LLC

Doing Business As Name (DBA)

The Crazy Chicken

Liquor License Number

03-19253

License Type

Hotel & Restaurant

Sales Tax License Number

95529081-0000

Expiration Date

08/03/2025

Due Date

08/03/2025

Business Address

Street Address

455 Main St

Phone Number

9709881837

City

Minturn

State ZIP Code

CO 81645

Mailing Address

Street Address

PO Box 2843

City

Vail

State ZIP Code

CO 81658

Email

Kylefowler5@gmail.com

Operating Manager

Date of Birth

Kyle Fowler

04/23/1984

Home Address

Street Address

1265 N Frontage Rd

Phone Number

9709881837

City

Vail

State ZIP Code

CO 81657

1. Do you have legal possession of the premises at the street address?..... ☒ Yes ☐ No

Are the premises owned or rented? ☐ Owned

*If rented, expiration date of lease

☒ Rented*

09/01/2038

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility?..... ☐ Yes ☒ No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit?..... ☐ Yes ☒ No
(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges)

If selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing?..... ☐ Delivery ☐ Takeout ☐ Both Takeout and Delivery

4. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?..... ☒ Yes ☐ No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?.....

☐ Yes ☒ No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)?..... ☒ Yes ☐ No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime?..... ☐ Yes ☒ No

If yes, attach a detailed explanation.

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked?..... ☐ Yes ☒ No

If yes, attach a detailed explanation.

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee?..... ☐ Yes ☒ No

If yes, attach a detailed explanation.

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business

KYLE FOWLER

Title

OWNER

Signature

[Signature]

Date (MM/DD/YY)

07/21/25

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

Town of Montezuma

Title

Mayor

Attest

Signature

Date (MM/DD/YY)

8/6/25

AUGUST 2025 TOWN MANAGER'S REPORT



MANAGER'S REPORT

AUGUST 2025



Top Updates

1. **Highlands Property** – Broker interviews scheduled; recommendation expected **Aug 20**.
2. **Municipal Advisor** – Interviews scheduled; recommendation expected **Aug 20**.
3. **Water Treatment Plant** - 60% design complete; updated cost estimate **\$11M**.
4. **Bellm Bridge** - CDOT RFQ approved; repurposed bridge option deemed infeasible.
5. **Taylor Street Repaving** - Public meeting set for **Aug 21, 4:30–6:30 p.m.**

Active Initiatives

Highlands Property

- Council formed a committee (July 8) to engage brokers for valuation/marketability.
- **Next step:** Committee interviews and recommendation for **Aug 20 meeting**.

Municipal Advisor

- Council formed a committee (July 8) to engage an advisor for water plant financing.
- Interviews delayed for scheduling; **recommendation to Council Aug 20**.

Minturn Forward

- Four modules total; current focus on Modules 1 & 2.
- **Module 1 (Completed – March 2025):**
 - Article 5: Land Use Application Requirements & Procedures
 - Article 8: Subdivision Application Requirements & Procedures
 - Articles 10 & 11: Annexation and Disconnection of Land
 - Article 12: Environmental/Development Impact Report
- **Module 2 (In Progress)**
 - Article 2: Zone Districts
 - Article 3: Use Regulations & Standards
 - Article 4: Dimensional Requirements
 - Article 9: Community Housing Standards & Guidelines
- **Next Steps**
 - Incorporate direction from the last two Planning Commission meetings and the upcoming Joint Work Session.
 - Aim to **wrap up Module 2 in August** and begin **Modules 3 & 4**.

Emerging Initiatives

Housing

- Staff are exploring **town-led strategies** to increase local housing supply and maintain/increase the share of full-time resident households.

MANAGER'S REPORT

AUGUST 2025



- Expect a Council presentation from Scot Hunn on a Town Housing Action Plan by **September**.
- Avon-Eagle County led Multijurisdictional Housing Authority exploratory project will begin this fall, expect a presentation and discussion with Town Council.

Community Activation

- Conducting meetings with staff and residents about exploring expanded community events.
- Evaluating options for downtown streetlight replacements that would facilitate placemaking and community event promotion.

Parks and Recreation

- Evaluating the potential for conducting a Parks and Recreation Master Plan in FY 2026

Economic Development

- Staff are exploring potential town-led strategies to develop and grow small business.
- Examining regulatory reform of mobile business/mobile vendor regulations to allow increased flexibility for pop-up business.
- Working to identify barriers to entry for small businesses and how the town could facilitate increased commercial space for startup businesses.

Capital Projects

Minturn Water Treatment Plant

- **Status:** 60% design reviewed with HDR on July 10.
- **Cost Estimate:** ~\$11M, including Memcor membranes selected by Council in July.
- **Next Step:** Full plan walkthrough by HDR's Jarod Limke at a September Council meeting.

Little Beach Park & Historic Meyer's Barn

- **Engineering:** Access road & retaining wall in design; additional southern survey by Aug 1.
- **Funding:** GOCO submission postponed to early 2026 to allow shovel-ready plan. DOLA EIAF grant reimbursement is active.
- **Next Step:** Complete access road & retaining wall this year.

US 24 Pedestrian Improvement

- Contract with Phoenix Industries executed; work to begin in the **coming weeks**.

North Main Street Pedestrian Improvement & Cemetery Road Crossing

- Notice of award issued to 360 Civil Inc.
- **Next Step:** Contract execution pending; construction to follow.

Bellm Bridge Design RFQ

MANAGER'S REPORT

AUGUST 2025



- CDOT approved RFQ to hire design firm.
- Repurposed CDOT truss bridge not feasible; will explore premanufactured truss option.

Taylor Street Repaving

- Design complete.
- **Next Step:** Public meeting at Town Hall on **Aug 21, 4:30–6:30 p.m.**

MEMORANDUM

DATE: July 31, 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. 06 – 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. A SECOND PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 6TH DAY OF AUGUST, 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)

AFFIDAVIT OF PUBLICATION

State of Florida, County of Orange, ss:

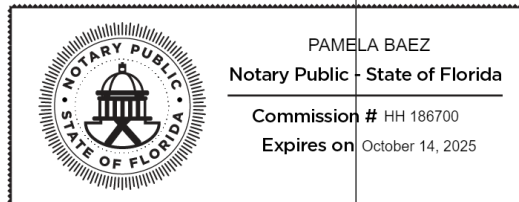
Edmar Corachia, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Vail Daily (Eagle Valley Enterprise Alternative), that the same weekly newspaper printed, in whole or in part and published in the County of Eagle, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said County of Eagle for a period of more than fifty-two consecutive weeks next prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as a periodical under the provisions of the Act of March 3, 1879, or any amendments thereof, and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said weekly newspaper for the period of 3 insertions; and that the first publication of said notice was in the issue of said newspaper dated June 25, 2025.

That said newspaper was regularly issued and circulated on the below dates.

PUBLICATION DATES: June 25, 2025, July 2, 2025, July 9, 2025**NOTICE ID:** kRY4PCwTZkDyulvYWGss**PUBLISHER ID:** 369161**NOTICE NAME:** 8CD09 Minturn Notice of Application**Total cost for publication:** 161.48**Edmar Corachia**

(Signed) _____

VERIFICATIONState of Florida
County of Orange

Subscribed in my presence and sworn to before me on this: 07/10/2025



Notary Public

Notarized remotely online using communication technology via Proof.

**NOTICE OF APPLICATION FOR FRANCHISE
BY PUBLIC SERVICE COMPANY OF COLORADO**

NOTICE is hereby given that at the regular meeting of the Town Council of the Town of Minturn, State of Colorado, to be held on July 16, 2025, at the hour of 5:30 P.M. at Minturn Town Hall, 302 Pine St., Minturn, CO 81645, Public Service Company of Colorado will request that the Minturn Town Council adopt a measure to approve an ordinance granting a gas and electric franchise to Public Service Company of Colorado, entitled:

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.

The franchise to be applied for will be for a term of ten (10) years. Public Service Company of Colorado shall collect a fee from a surcharge upon Town residents who are customers of the Company.

The Town of Minturn Town Council will conduct a public hearing at its regular meeting on July 16, 2025, to consider the first reading of the ordinance granting a gas and electric franchise to Public Service Company of Colorado. The hearing will be open to the public and may be attended in person or via Zoom/Teams. Interested persons may contact Jay Brunvand at 970-445-2423 for a link to the meeting and hearing.

Dated at Silverthorne, Colorado, this 16th day of June, 2025.

PUBLIC SERVICE COMPANY OF COLORADO

BY /s/ E. Blair McGary
Area Manager

**PUBLISHED IN THE VAIL DAILY ON
WEDNESDAY, JUNE 25, 2025, WEDNESDAY,
JULY 2, 2025 AND WEDNESDAY, JULY 9, 2025.**



OFFICIAL AD PROOF

This is the proof of your ad scheduled to run in **Vail Daily (Eagle Valley Enterprise Alternative)** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(970) 949-0555**.

Notice ID: zJpQONxQtIcpAiZSTd9M | **Proof Updated: Jul. 17, 2025 at 03:23pm MDT**
Notice Name: 8CD09 Ord. No. 06-Series 2025

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER

FILING FOR

TOWN OF MINTURN Vail Daily (Eagle Valley Enterprise
treasurer@minturn.org Alternative)
(970) 827-5645

Columns Wide: 1 Ad Class: Legals

Total Column Inches: 3.91

Number of Lines: 47

07/19/2025: Other Notice	23.97
Affidavit Fee	10.00

Subtotal	\$33.97
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Tax	\$0.00
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Processing Fee	\$3.40
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Total	\$37.37
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See Proof on Next Page

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.

IINTRODUCED, 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. A SECOND PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 6THDAY OF AUGUST, 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

**PUBLISHED IN THE VAIL DAILY ON SATURDAY,
JULY 19, 2025.**

To: Mayor and Town Council
From: Rob Gutierrez, Town Manager
Date: August 6th, 2025
Agenda Item: Ordinance 07-2025, Encroachment License 501 Pine Street



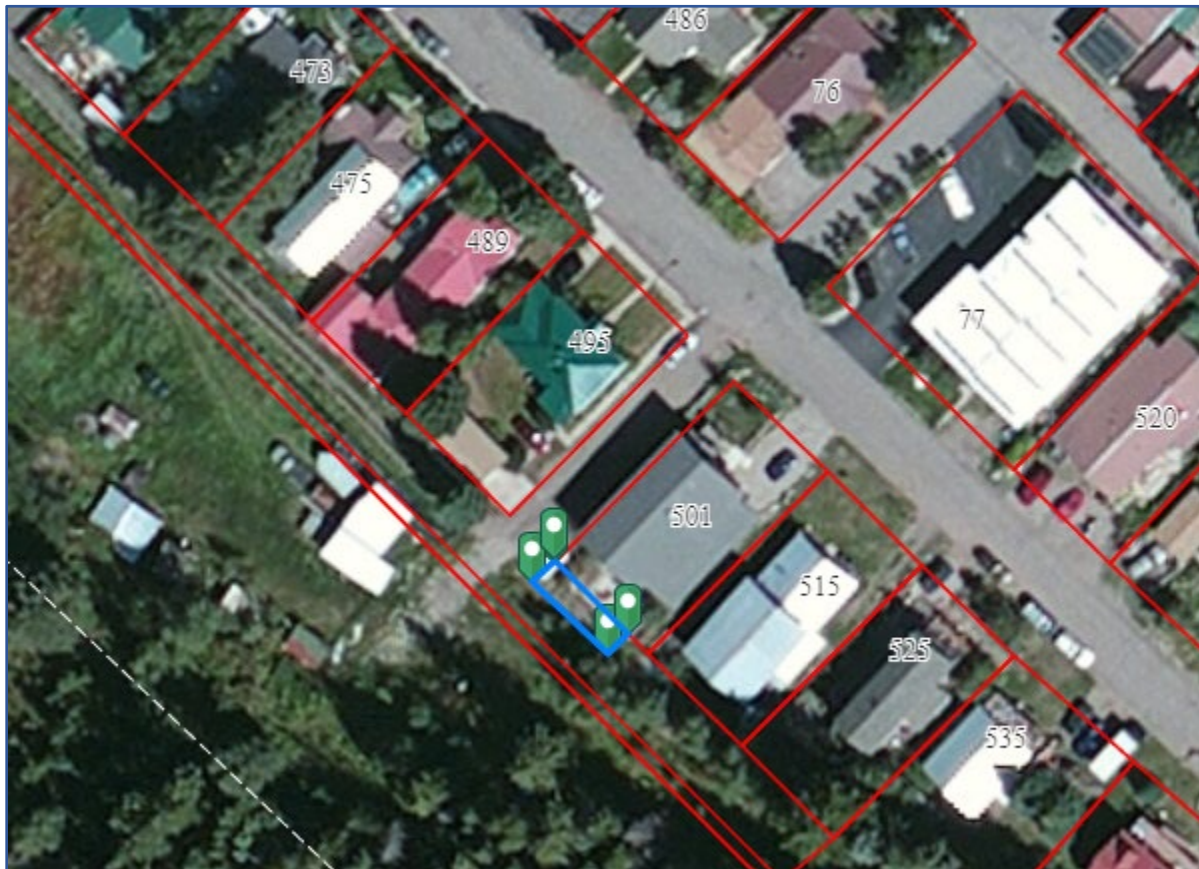
REQUEST:

Approval of an encroachment license for the property located at 501 Pine Street Minturn, Colorado.

INTRODUCTION & ANALYSIS:

The property owners, Chris and Juliet Rhodes, have requested an encroachment license to allow for an existing concrete pad within the Town right-of-way along Meadow Lane. The encroachment includes built-in snowmelt, electrical, and gas infrastructure, and measures 50 feet by 11.25 feet (562.5 square feet). The pad has been constructed prior to securing a formal encroachment agreement.

Under Chapter 11, Article 3 of the Town Code, encroachments into Town rights-of-way require Town Council approval by ordinance, including findings that the encroachment does not constitute a nuisance or hazard, and that indemnity and insurance provisions are met. Staff has reviewed the application and determined that the encroachment meets the necessary requirements and does not impede the Town's use of Meadow Lane.



COMMUNITY INPUT: N/A

BUDGET / STAFF IMPACT:

Approval of the encroachment agreement will create a limited annual impact on staff time for processing the annual payment, but the revenue generated by the approval will adequately cover these costs.

STRATEGIC PLAN ALIGNMENT:

Review of this resolution aligns with the following key strategies:

- Integrity
- Transparency
- Collaboration

RECOMMENDED ACTION OR PROPOSED MOTION:

Staff is recommending approval of the encroachment agreement with the condition that the fence relocation proposed by the owners is completed within thirty days of execution of the agreement to ensure continued unobstructed use of the right-of-way by the Town.

ATTACHMENTS:

- Ordinance
- Encroachment Agreement
- Owner Application

Town of Minturn- Encroachment Permit



Property Benefited: Street address, subdivision block, and lot number of proposed encroachment, obstruction, or structure:

501 Pine Street, Minturn CO 81645
Fence, hardscape snow melt, in ground hot tub

Town Property Affected: Name of street, alley, or other public place affected by the encroachment: Meadow Lane

Property Owner: Chris + Juliet Rhodes

Address: 501 Pine Street

Phone Number: 720-891-7934

Email Address: juliet.greene.rhodes@gmail.com

Type and amount (i.e., length, width, etc.) of encroachment, obstruction, or other structure:

50 ft x 11.25 ft

Length of time the encroachment has been in existence:

12 months

Purpose of the proposed encroachment:

built snow melt, hardscape, electrical, gas,
on existing garage pad as expected property.

We would like to keep 4ft on the original slab &
move fence up to hardscape? keep the tree in place.

Amount of time for which permit is needed: on going or buy the land
- details attached

Please attach the following to this permit application:

- Photographs of the proposed encroachment

- Spatial diagram or survey of the proposed encroachment

Per section 11.3.40 of the Minturn Municipal Code, the holder of a Street Encroachment Permit shall file with the Town an acceptable corporate surety bond conditioned for the faithful performance of the work in accordance with the rules, regulations and ordinances of the Town and the terms of the permit, and indemnifying and saving harmless the Town against and from any and all damages or claims for damages, loss, costs and charges or expenses that may be brought against it by any person for or on account of injury to persons or property resulting from or occasioned by reason of the occupation of the street, alley or public place.

The owner agrees to abide by the provisions of Chapter 11 of the Minturn Municipal Code.

Note: encroachment of a permanent nature requires an agreement, approved by Ordinance of Town Council.

Juliet Rhodes [Signature]
 Printed name Applicant's Signature

Administrative Use Only

Fee Amount:	Fee Paid:
Permit Issued (date):	Permit Issued By:
Permit Expiration Date:	Extension Date:

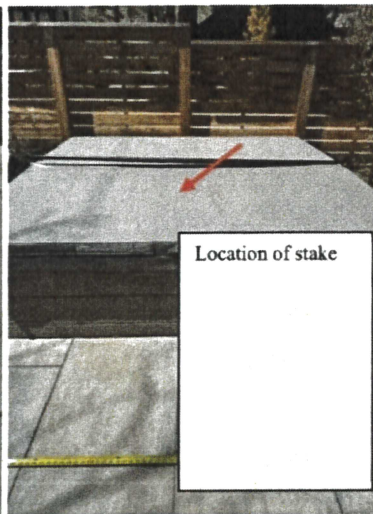
Minturn

First thank you for your patience, now with the snow melted we can see the exact location. with the stakes placed from the surveyor to see where the property line ends. This stake also appears to intersect with the house on the other side of Meek Street as well.

As background when we installed the snowmelt system, we built it on top of the existing garage pad and used that as our line. We did not know that it had historically been over the Town of Minturn property line. We clearly see that the fence extends into the space and are looking to come to an agreement with the Town of Minturn to bring it up to the current hardscape for a best-case scenario.



Based on the stakes, we are 44 inches of hardscape and hot tub over the line. We are asking for grace to either buy that land from the Town or pay the yearly fee to utilize it.



Because of the extensiveness of the snowmelt, the gas lines, electric lines, hot tub, trees and concrete tiles we project the complete removal and replacement of the fence, hot tub and snowmelt, trees and tiles and to be approximately \$80-95K. Instead, we are asking to move the fence up to the concrete tile and hot tub as a compromise (always acknowledging the further space that belongs to the town). If we have approval to do just the fence we will be able to contract the fencing company to come move it ASAP while keeping the Aspen tree as well. We anticipate the fencing to take up approximately 8-10 inches.





Moving the fence up approximately 90 inches
to butt up to the hardscape

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

**AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO,
AUTHORIZING A REVOCABLE LICENSE TO ENCROACH AND
AGREEMENT FOR THE ENCROACHMENT OF PHYSICAL
IMPROVEMENTS AND ASSOCIATED USES INTO THE MEADOW
LANE STREET RIGHT-OF-WAY.**

WHEREAS, Town of Minturn (the “Town”) is the Owner of the Meadow Lane Street right-of-way situate in Town of Minturn, County of Eagle, Colorado; and

WHEREAS, Chris and Juliet Rhodes (the “Licensee”) owns the real property located at 501 Pine Street, Minturn, CO 81645 and identified as Parcel Number 2103-263-18-005; and

WHEREAS, the Licensee desires to maintain certain physical improvements within the Meadow Lane right-of-way, and to use the same at 501 Pine Street; and

WHEREAS, Chapter 11, Article 3 of the Minturn Municipal Code authorizes the Town Council of the Town of Minturn to enter into license agreements, by ordinance, for long-term licenses to encroach within a public right-of-way, upon finding that license is revocable, the licensee maintains insurance for the property and indemnifies the Town, and that encroachment area is not otherwise necessary for public use during the license period.

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

1. Incorporation of Recitals. The foregoing recitals are incorporated herein as if set forth in full.
2. Findings. The Minturn Town Council hereby makes the following findings of fact:
 - (a) The portion of the Meadow Lane right-of-way presently occupied by the physical improvements located at 501 Pine Street are not needed for public use at this time;
 - (b) The **Revocable License to Encroach and Agreement**, attached and incorporated herein by this reference, is revocable by the Town; and
 - (c) The License includes appropriate insurance and indemnification policies.
 - (d) Licensee shall be responsible for the annual fee for an encroachment license as listed in the Town’s fee schedule.

3. Agreement. The Minturn Town Council hereby approves of the License to Encroach and Agreement and authorizes the Mayor to execute said License on behalf of the Town.

INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEB SITE THE 6TH DAY OF AUGUST 2025 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 WEB SITE THIS _____ DAY OF _____ 2025.

TOWN OF MINTURN, COLORADO

Earle Bidez, Mayor

ATTEST:

By: _____
Jay Brunvand, Town Clerk

REVOCABLE ENCROACHMENT LICENSE AGREEMENT

This ENCROACHMENT LICENSE AGREEMENT ("Agreement") entered into this ____ day of August, 2025, by and between the Town of Minturn, a Colorado Home Rule Municipality ("Minturn"), and Chris & Juliet Rhodes, the owners of real property located at 501 Pine Street, Minturn, Colorado ("Owner").

RECITALS

WHEREAS, Minturn owns right-of-way located along Meadow Lane, Town of Minturn, Eagle County, Colorado, recorded in the Eagle County property records.

WHEREAS, Owner owns a parcel of property at 501 Pine Street, Town of Minturn, Eagle County, Colorado.

WHEREAS, Owner has constructed a concrete pad encroaching on Minturn's right-of-way that includes snowmelt, electrical, and gas lines, totaling approximately 562.5 square feet.

WHEREAS, the Owner has applied for an encroachment license agreement with Minturn pursuant to section 11-3-120 of the Code.

WHEREAS, the encroachment does not interfere with public use of Minturn's property, public roads, nor does it create a public safety hazard.

WHEREAS, the Minturn Town Council has set an encroachment fee by resolution to be assessed annually.

WHEREAS, the Town finds that the encroachment meets the requirements of the Minturn Municipal Code and may be permitted under license.

NOW, THEREFORE, for and in consideration of the covenants and agreements contained herein, the parties do hereby agree as follows:

TERMS

1. **Encroachment:** Owner may maintain the concrete pad and related improvements on Minturn's property, depicted on Exhibit A (the "License Area"). Without written permission of Minturn, Owner shall not enlarge, replace, nor substantially modify any improvement within the License Area. Owner shall not use the License Area for any other purpose. As a condition of this license, the Owner shall relocate the existing fence within thirty (30) days of execution of the agreement.
2. **Term:** This Agreement shall extend from the date of execution until the encroachment is removed, allowed to substantially deteriorate, or destroyed. The Town may terminate this Agreement by providing ninety (90) days written notice in the event that the License Area is required for a Town purpose such as roadway, sidewalk, or utility purposes.

3. **Cost:** The Owner shall pay the Town an annual encroachment fee in an amount established by the Town Council by resolution. Payment shall be due on the anniversary date of this Agreement each year.
4. **Condition of Site:** During the term of this Agreement, Owner shall keep the License Area in good and safe condition, free from debris or refuse. At all times Owner shall comply with the terms of the Minturn Code related to encroachments.
5. **Insurance:** The Owner shall obtain and provide the Town with a copy of an umbrella liability policy covering the encroachment area, with limits of no less than one million dollars (\$1,000,000). Such policy shall be renewed each year for the life of the encroachment, and a copy shall be furnished to the Town on the anniversary date of this Agreement. The Town shall be named as an additional insured. Failure to provide the policy as required shall automatically nullify this Agreement without further notice and shall require the Owner's removal of the encroachment at the Owner's sole expense. Should the Owner fail to remove the encroachment within a reasonable time, the Town may declare the encroachment a public nuisance, undertake removal, and attach a lien to the Owner's property for the costs of removal.
6. **Release from Liability:** Owner releases and discharges Minturn from any and all liability arising from the execution and performance of this Agreement.
7. **Indemnification:** Owner agrees that it will indemnify, defend and hold harmless Minturn and its officers, employees, and agents from and against any claim, liability, obligation, loss, damage, assessments, judgment, cost (including attorney fees) or expense incurred as a result of this Agreement, Owner's activities on and use of Minturn's property, or the proximity of Owner's property to Minturn's property, with respect to investigating, preparing or defending against any litigation or claim, action, suit, proceeding or demand of any kind or character.
8. **Disclaimer:** Owner agrees to indemnify, defend, and hold harmless Minturn and its officers, employees, and agents from any claim or liability arising from the encroachment or this Agreement.
9. **Runs with Land:** This Agreement shall run with the land for the benefit of the property located at 501 Pine Street, Minturn, Colorado, so long as Owner complies with the terms herein and with the Minturn Code for the benefit of the property described as:

Lot: 17 Block: 2
Baldauf Addition
otherwise known as
501 Pine Street, Minturn, Colorado 81645
10. **Recording:** The Agreement may be recorded in the public records of Eagle County.
11. **Binding Agreement:** It is understood and agreed that this Agreement shall be binding upon the assigns and successors in interest of the parties hereto.

TOWN OF MINTURN

By: _____

Date

ATTEST:

Town Clerk

OWNER:

Owner Signature

Owner Print Name

Date

Notary Public

STATE OF _____)
) ss

COUNTY OF _____)

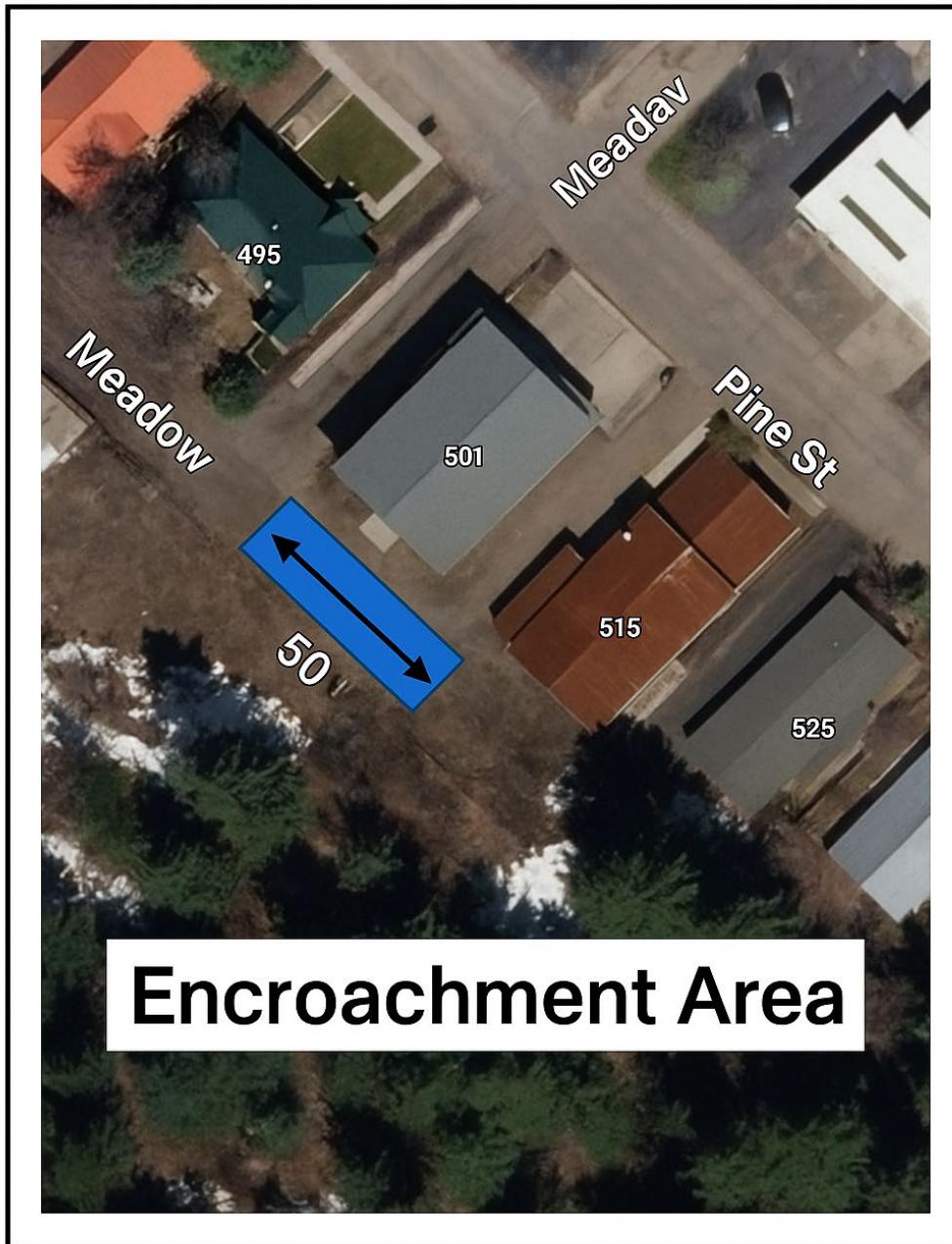
The foregoing instrument was acknowledged before me on this ____ day of _____, 202_, by _____

My commission expires: _____

WITNESS my hand and official seal.

Notary Public

Exhibit A





Zoning Board of Appeals Hearing

Variance Request 886 Main Street and 892 Main Street

Hearing Date:	August 6, 2025
File Name and Process:	Chavez Subdivision Variance Request
Owner/Applicant:	Tom Sullivan
Representative:	Michael Pukas, MPP Design Shop, Inc.
Legal Description:	South Minturn Addition, Lots 40 & 41
Address:	886 Main Street and 892 Main Street
Zoning:	South Town Character Area – Residential Zone District
Staff Member:	Madison Harris, Planner I Scot Hunn, Planning Director
Recommendation:	Approval

Staff Report

I. Summary of Request:

The Applicant, Tom Sullivan, requests review of a request for relief from the fifty foot (50') minimum lot dimension to allow for a subdivision of 886 and 892 Main Street into three lots in the South Town Residential Zone District. The Applicant's Representative Michael Pukas has been proactive in meeting with Town staff prior to submitting the variance request.

Background

All zone districts have dimensional limitations associated with them. The most commonly referenced are setbacks and building height limitations. A less commonly referenced one though is the minimum lot width dimension. The definition provided by Sec. 16-2-20 states that *Lot width* means the average distance between the medians of the two (2) side lot lines, measured perpendicularly from one (1) of the sides.

Since, for the most part, zoning and the associated dimensional limitations was applied after lots in Town had already been developed, that has left staff with many instances all over Town where the minimum lot dimension is not adhered to. Staff has put together a few graphics below to

showcase places within the South Town Residential Zone where the minimum lot width of 50 feet is not adhered to.



Figure 1: Dimensions shown for lots at the 800-900 Block.

Rest of page left intentionally blank.



Figure 2: Dimensions shown for lots at the 900-1000 Block.



Figure 3: Dimensions shown for lots at the 1000 Block.

To complicate matters further, the Municipal Code has Sec.16-17-40. – Frontage which states:

Each lot in separate ownership, unless otherwise provided for in this Chapter, shall have at least twenty-five (25) lineal feet of frontage on a street right-of-way, either dedicated to the public or to a private association or on a private road described by metes and bounds and reserved in perpetuity, through private agreement, to provide access to the lot. Each building devoted wholly or in part to residential use shall front on a street or road as described above, except when two (2) or more such buildings are located on one (1) lot and the required frontage for each building cannot be provided due to the shape of the lot; these buildings lacking street or road frontage shall front on a dedicated driveway easement at least twenty-five (25) feet in width and maintained in an unobstructed condition.

As demonstrated in the code section above, there appears to be conflicting direction given in two different places, one on minimum lot width and one on minimum lot frontage.

Proposed Plans

Staff has been working with the Applicant and their architect for several months on the potential subdivision. As summarized above, the only issue of note keeping this from being administratively approved is the requirement for a 50 foot minimum lot width, while later in the Code require 25 foot frontage.

The proposal shows two lots having the interior lot line eliminated and then split into three: Lot 1 at a width of 33.34', Lot 2 at a width of 33.34', and Lot 3 at a width of 33.31'. This is an overall request for relief of about 33% reduction in minimum lot width. A conceptual site plan is provided with the application to help staff, the Planning Commission, and Town Council make an informed decision regarding the request.

The Planning Commission is forwarding a **recommendation of approval** of the variance request from the strict interpretation and application of the Town's Setback requirements.

II. Zoning Analysis:

Zoning

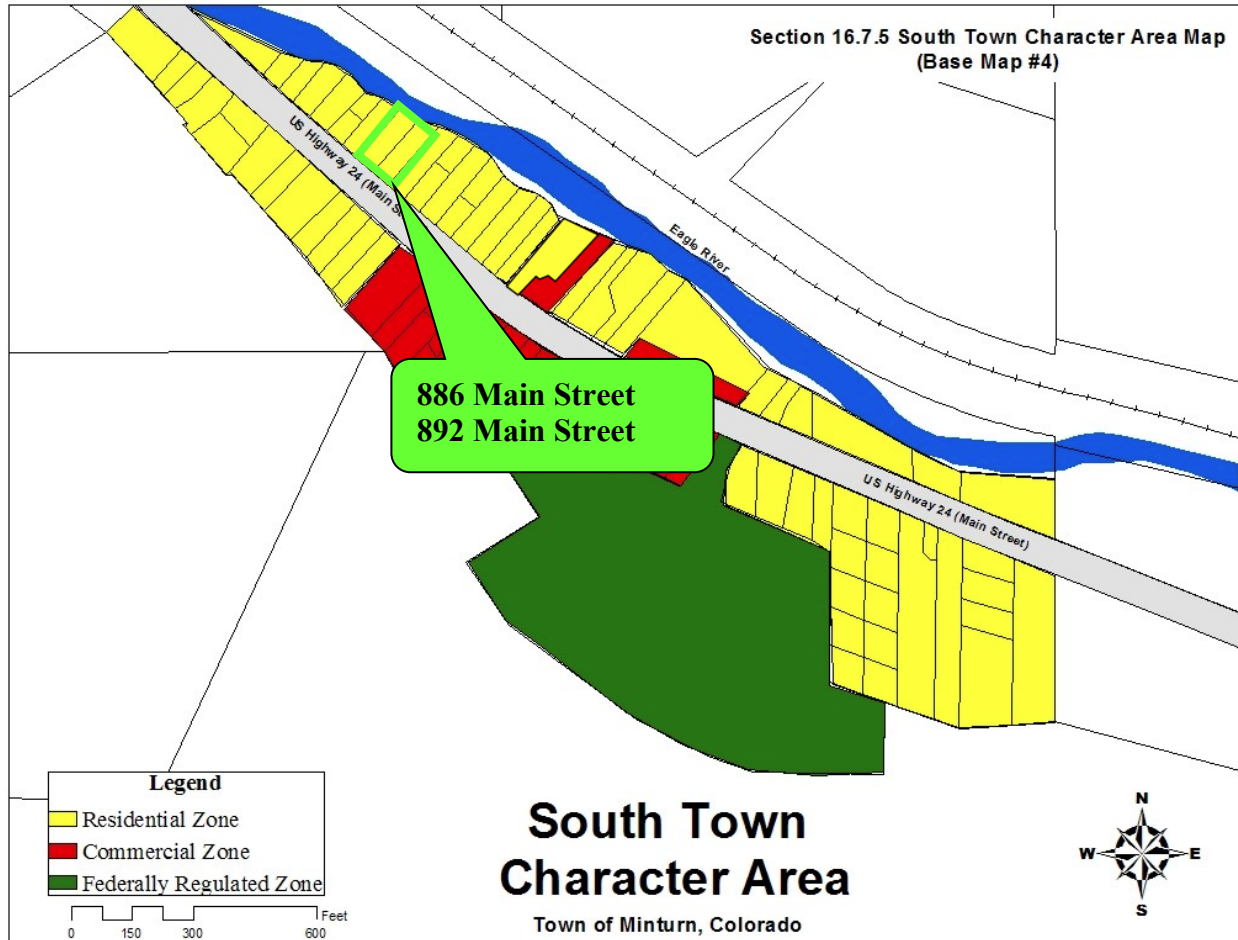
The subject property is located within the "South Town Character Area" Residential Zone District, described as follows:

- (a) The neighborhood is bisected by Highway 24 and is characterized by single-family residences and accessory buildings. The residences are typically one (1) and two (2) stories, with outbuildings on larger lots than found in Old Town. Low-density residential and public recreational and open space use along the Eagle River is encouraged. Higher density residential development can be accommodated on the south side of Main Street if it remains in character and all impacts are adequately addressed.*
- (b) The purpose of this area is to provide for continued residential use that benefits from proximity along the Eagle River. New development and redevelopment should preserve the unique character and scale of the neighborhood. An objective*

is to retain the residential areas as quiet and safe neighborhoods while allowing for compatible and appropriate nearby commercial. This area can accommodate reasonable growth where land and services are available.

- Town of Minturn Town Code Section 16-7-20

Figure 4: South Town Zoning Map



III. Applicable Standards and Design Guideline Criteria:

Variance

The Minturn Municipal Code provides the following purpose, intent and criteria for the approval of a variance:

Sec. 16-21-690. - Variances.

(a) Purpose of provisions; limitations.

- (1) In order to prevent or to lessen such practical difficulties and unnecessary physical hardships inconsistent with the objectives of this Chapter as would result from strict or literal interpretation and enforcement, variances from certain regulations may be granted. Cost or inconvenience to the applicant of strict or literal compliance with a regulation shall not be a reason for granting a variance.*

- (2) *Variances may be granted only with respect to the development standards prescribed for each zone, including lot area and site dimensions, setbacks, distances between buildings, height, density, site coverage, usable open space, landscaping, site development and parking and loading requirements.*
- (3) *The power to extend variances does not extend to the use regulations prescribed for each district because the flexibility necessary to avoid results inconsistent with the objectives of this Chapter is provided by Sections 16-21-620, Conditional Use Permits, and Division 3 of this Article, Amendments to text of Land Use Regulations or Character Area and Zone District Map.”*

(c) Approval criteria. *Before acting on a variance application, the Planning Commission and the Zoning Board of Appeals shall consider the following factors with respect to the requested variance:*

- (1) *The relationship of the requested variance to other existing or potential uses and structures in the vicinity;*
- (2) *The degree to which relief from the strict or literal interpretation and enforcement of a specified regulation is necessary to achieve compatibility and uniformity of treatment among sites in the vicinity, or to attain the objectives of this Chapter without grant of special privilege;*
- (3) *The effect of the requested variance on light and air, distribution of population, transportation and traffic facilities, public facilities and utilities and public safety; and*
- (4) *Such other factors and criteria as the Planning Commission and Zoning Board of Appeals deem applicable to the proposed variance.*

(d) Findings required. *The Planning Commission and Zoning Board of Appeals shall make the following findings before granting a variance:*

- (1) *There are exceptional or extraordinary circumstances or conditions applicable to the site of the variance that do not apply generally to other properties in the same zone;*

Staff Response:

As shown in the figures at the beginning of this staff report, there are several instances where the minimum lot width is not met, not just from a historical platting standpoint, but also from more recent plats approved such as the one for the Lucero’s Subdivision at 996 Main Street. See also the application’s Letter of Intent which lists many properties not covered by the figures that have substandard lot width.

- (2) *The exceptional or extraordinary circumstances of the site create a situation in which the strict, literal interpretation and enforcement of the specified regulation would result in practical difficulty or unnecessary physical hardship inconsistent with the objectives of this Chapter;*

Staff Response:

Similar to the response above, due to both historical platting not matching up with current zoning regulations as well as the enforcement of 25’ frontage code section rather than 50’ lot width minimums in recent years, there are many examples in the surrounding area that one could point to which has allowed for substandard lot width. The historic lot configuration minimum lot frontage has been enforced at 25’ which presents exceptional conditions for the property owners.

- (3) *That the granting of the variance will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity and will not result in substantial impairment to the purposes of this Chapter.*

Staff Response:

Except in the case of the minimum lot width, the proposed subdivision adheres to all other dimensional limitations, and staff believes that the proposed subdivision meets all of the applicable criteria as well as the definition of a Minor Subdivision.

- (1) *General. Establish reasonable and equitable procedures and standards for the subdivision of land.*
- (2) *Safe and convenient traffic circulation. Require the provision of safe and convenient vehicular and pedestrian traffic circulation.*
- (3) *Adequacy of public facilities. Ensure that public facilities are available to serve development.*
- (4) *Conserve and manage natural resources. Conserve and manage natural resources.*
- (5) *Minimize air and water pollution. Minimize the impacts of air and water pollution and the degradation of land.*
- (6) *Open space. Provide for open space and recreational land through efficient and appropriate subdivision design.*
- (7) *Consistency with Master Plan and Land Use Regulations. Guide future growth and development consistent with the Master Plan and the Land Use Regulations.*
- (8) *Safety from fire, flood and other disasters. Maintain or improve safety from fire, flood and other potential disasters.*
- (9) *Adequate light, air and privacy. Provide adequate light, air and privacy for land uses.*
- (10) *Recordation. Ensure that the subdivision of lands is recorded with proper legal descriptions and monuments.*

From Sec. 17-2-10. – Definitions. *Subdivision, minor means a proposed subdivision of a parcel of land creating a total of six (6) lots or less, including both platted and remaining unplatted parcels, which is properly zoned for the proposed use. All lots on the proposed subdivision must abut a Town street or road which has been accepted for maintenance or, in the judgment of the Town, be physically accessible, or capable of being physically accessible, from the public street by conventional vehicles.*

- (4) *There is no substantial impairment to the public that would result from the granting of the variance.”*

Staff Response:

The proposed subdivision still complies with the minimum lot frontage and demonstrates the required safe public access to the lots on the conceptual site plan.

As noted above, the Town Council acting as the Zoning Board of Appeals must make positive findings for all four variance criteria. Although no one criterion should be weighted differently or considered more important, the first two criteria are typically the most difficult to establish.

In this instance, the Applicant will be required to demonstrate an ‘extraordinary circumstance,’ ‘physical hardship,’ and/or ‘practical difficulty’ when the regulations are applied strictly and literally to their property.

Staff suggests that the intention of the minimum lot width is to ensure proper access to a public street or Right-of-Way. As stated above, this is met with the adherence to the 25’ frontage requirement. As a point of note, staff is recommending in the Minturn Forward Land Use Code Update, and the Planning Commission has not objected to, getting rid of minimum lot width and instead just relying on minimum frontage on a Right-of-Way. While this isn’t a standard yet codified and therefore cannot be relied on, staff believes that it is important context to provide.

The Minturn Municipal Code South Town Residential Zone purpose and intent and the 2023 Imagine Minturn Community Plan, along with the proposed conceptual site plan and proposed subdivision, which otherwise complies with Chapter 17 - Subdivisions, there may be a case for physical hardship and/or practical difficulty to allow for the requested relief from the rear setback.

For reference the following statements from the referenced above documents are relevant to this review:

Article 7 – South Town Character Area

Sec. 16-7-20. – South Town Residential Zone.

- (a) The neighborhood is bisected by Highway 24 and is characterized by single-family residences and accessory buildings. The residences are typically one (1) and two (2) stories, with outbuildings on larger lots than found in Old Town. Low-density residential and public recreational and open space use along the Eagle River is encouraged. Higher density residential development can be accommodated on the south side of Main Street if it remains in character and all impacts are adequately addressed.*
- (b) The purpose of this area is to provide for continued residential use that benefits from proximity along the Eagle River. New development and redevelopment should preserve the unique character and scale of the neighborhood. An objective is to retain the residential areas as quiet and safe neighborhoods while allowing for compatible and appropriate nearby commercial. This area can accommodate reasonable growth where land and services are available.*

2023 Imagine Minturn Community Plan

Chapter 1: Smart Land Use & Practical Zoning

The Recommended Town Zoning Detail Map has this area of town labeled as R2. Per the description given on pg 21 *“This district is recommended in other residential areas of town with **small to medium size lots**. The intent of this district is to support the eclectic mix of housing types found in Minturn...”*

Page 19 states *“Minturn, as a community with historic structures, invariably has many non-conforming uses and structures. At this time, under the current provisions, these non-conforming uses (important sources of community housing) could not be preserved should redevelopment or*

*major property improvements occur, and many residents with non-conforming structures cannot make enhancements to their property. **Further, some of these dimensional non-conformities support the character and sense of funkiness around Minturn***

For these reasons, granting of the variance should not result in any detrimental effects on the welfare of the Town or the substantial impairment to the purposes of the Design Guidelines and Chapter 16 of the MMC, overall.

IV. Planning Commission Hearing July 23, 2025:

During the public hearing the Applicant explained that he believed this to be a gray area in the code as the column in Sec. 16-2-40 labeled “Min. Lot/Max. Lot Dimension (feet)” is confusing and unspecific. There is no definition in the code for “Lot Dimension” only for “Lot Width”, and there is no provided number specified to be a minimum or a maximum, just one number which could be attributed to either standard. Any future development on the lots proposed by the subdivision will still adhere to the standard setbacks for the zone district.

No members of the public spoke at the public hearing.

After listening to staff’s presentation and the Applicants’ presentation the Planning Commission deliberated on the application. Overall there was support for granting this variance, and they believe that the proposed relief from minimum lot width meets the intent of the Chapter 16 – Zoning in the Minturn Municipal Code.

V. Planning Commission Recommendation:

The Planning Commission forwarded a recommendation that the Applicant’s request for a variance for relief from the strict application of the Town’s minimum lot dimensions at 886 Main Street and 892 Main Street be granted as the request generally meets all variance criteria.

The Planning Commission is **recommending approval** of the variance request.



VARIANCE 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:

Chavez Subdivision

Project Location

Street Address: 886 & 892 Main Street, Minturn, CO 81645

Zoning: **South Town**

Parcel Number(s): 2103-351-02-008; 2103-351-02-010

Application Request:

see attached Letter of Intent

Applicant:

Name: Michael Pukas
mpp design shop, inc.

Mailing Address: PO Box 288
Gypsum, CO 81637

Phone: (970) 390-4931

Email: michael@mppdeisgnshop.com

Property Owner:

Name: 886 & 892 Main Street LLC

Mailing Address: PO Box 820
Minturn, CO 81645

Phone: (970) 376-2167

Email: minturnrentals@gmail.com

Required Information:

Lot Size: 886: 0.1168 acres, 5,088.9 sf 892: 0.1218 acres, 5,305.7 sf 896: 0.1320 acres, 5,750.5 sf	Type of Residence (Single Family, ADU, Duplex) n/a	# of Bedrooms n/a	# On-site Parking Spaces n/a
# of Stories: n/a	Snow storage sq ft: n/a	Building Footprint sq ft: n/a	Total sq ft Impervious Surface: n/a

Signature:

Fee Paid: _____ Date Received: _____ Planner: _____

VARIANCE APPLICATION

SUBMITTAL CHECKLIST REQUIREMENTS (TO BE INCLUDED WITH APPLICATION)

Applicant **Staff**



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

- Planning Commission Review - \$575 + Costs attributable to the review by consultant time are billed at actual hourly rates. Cost assessed after first hour.

RESPOND TO THE FOLLOWING QUESTIONS:

1. **Please describe the nature of the requested variance:** To sub-divide two existing lots that are each

50' wide into three lots that are each 33.3' wide. If the variance is approved,

all existing structures on the properties will be demolished prior to final the Final Amended Plat with Eagle County.

The intent is to have the ability for three residential structures to be built.

2. **Are there exceptional or extraordinary circumstances or conditions applicable to the site of the variance that does not apply generally to other properties in the same zone? (If yes, please elaborate):** Within the past several years, there have been other properties in Minturn, including the South Town zoning district,

that have been created or reconfigured through the sub-division process that are less than the 50' wide.

There are also many lots throughout Minturn that have existed since the Town's founding that are less than 50' wide.

Many of Minturn's original 25' wide lots have been re-subdivided into new lots of varying sizes.

3. **Do the exceptional or extraordinary circumstances of the site create a situation in which the strict, literal interpretation and enforcement of the specified regulation result in practical difficulty or unnecessary physical hardship inconsistent with the objectives of the zone code! (if yes, please elaborate):** The Code's minimum lot width of 50' is an arbitrary requirement.

It has not been enforced for other subdivisions within the Town.



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

The Planning Commission and Town Council are required to make the following findings before granting a variance:

1. There are exceptional or extraordinary circumstances or conditions applicable to the site of the variance that do not apply generally to other properties in the same zone;
2. The exceptional or extraordinary circumstances of the site create a situation in which the strict, literal interpretation and enforcement of the specified regulation would result in practical difficulty or unnecessary physical hardship inconsistent with the objectives of the zoning code;
3. That the granting of the variance will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity and will not result in substantial impairment to the purposes of the zoning code;
4. There is no substantial impairment to the public that would result from the granting of the variance.

Letter of Intent

mpp design shop, inc.

PO Box 288
Gypsum, CO 81637
(970) 390-4931
michael@mppdesignshop.com

December 20, 2024

Town of Minturn

Attention: Planning Department

302 Pine Street

P.O. Box 309

Minturn, CO 81645

Tel: (970) 827-5645

Fax: (970) 827-5545

e-mail: planner@minturn.org

Regarding: Chavez Subdivision

Location: 886 & 892 Main Street

Minturn, CO 81645

Parcel Number: 2103-351-02-008 & 2103-351-02-010

South Minturn Addition, Lots 40 & 41

The Minor Subdivision Application and Variance Application are being submitted congruently. The intention is to sub-divide 2 existing lots into 3 new lots.

- The Minor Subdivision Application is in regards to Chapter 17 – Subdivisions, Article 8 – Minor Subdivisions, will be a Type B Subdivision, as there are less than six lots being created.
- The Variance Application is in regards to Section 16-2-40, General lot requirements and dimensional standards, Table 16-A, Column B, Min. Lot/Max. Lot Dimension (feet): 50, as each lot would have a Minimum Lot Dimension to be less than the indicated 50'.

The new lots will be identified as Lots 1, 2 & 3, and re-numbered to be 882, 892, & 896 MainStreet. Each of the two existing lots is 50' wide. The proposed three lots would each be 33.34', 33.34' and 33.31' wide. All other aspects of the lots would comply with the Code requirements, including the minimum lot area of 5,000 sf and minimum street frontage of 25'. The zoning would not change and remain Residential.

There are two existing structures on Lot 40. The existing structure addressed as 886 is a stick-built single family residence on a permanent foundation. The existing structure addressed as 892 is a mobile trailer home. If the variance request is approved, the existing structures will be demolished prior to the Final Amended Plat being filed with the Eagle County Assessor.

The current owner had a meeting with Minturn Planning Staff just prior to the purchase of in March 2019 to discuss the possibility of subdividing Lots 40 & 41 into 3 lots. He was told the 2 lots could be divided into 3 lots without any special conditions or variance applications. Based on this meeting, 3 investors where brought into partnership to purchase the 2 lots with the intention that each investor would own 1 lot.

In a subsequent meeting that the owner had with Minturn Planning Staff in August 2024, the owner was told he would have to apply for a variance as each of the lots had a dimension of less than 50'. Planning staff acknowledged that the owner was previously told there would be no variances required.

There are several properties throughout Minturn, including South Town, that have lot dimensions less than 50'. A minimum lot width requirement has never been enforced historically or recently. This is the first subdivision application in which the Town has required a variance for lot dimensions to be less than 50'.

The Code *Chapter 16 – Zoning, Article 2, Section 16-2-40 General lot requirements and dimensional standards, Table 16-A Dimensional Standards, Lot Requirements, Columns A & B* has confusing and conflicting language.

- Column A: Min. Lot Area/Max. Lot Area (sq. ft)
- Column B: Min. Lot/Max. Lot Dimension (feet)

South Town, Residential, the requirements are:

- Column A: 5,000
- Column B: 50

What do these requirements of area and dimension refer to? Is it a minimum or maximum lot area? Is it a minimum or maximum lot dimension? In the case of this application to subdivide these lots, Column B is being applied as the minimum lot dimension, whereas previous subdivisions throughout Town this standard has not been applied. Most recently 998 Main St where the rear portion of the lot which is 46ft wide was subdivided from the front old gas station portion of the lot in early 2024. The other columns in this table for Maximum Building Lot Coverage, Maximum Impervious Surface Coverage, and Minimum Setbacks are very clear and not ambiguous or conflicting. Another discrepancy is the code requires 25ft of street frontage but if the town is now interpreting the minimum dimension as 50ft the minimum street frontage should be 50ft.

The following are properties within the 700 to 1100 blocks in the Town of Minturn that have lot dimensions of less than 50' that have existed for many years (their exact creation dates would require further deed research):

- 681 Boulder Street
- 702 Main Street
- 719 Main Street
- 789 Main Street
- 791 Main Street
- 793 Main Street
- 801 Main Street
- 811 Main Street
- 961 Main Street
- 976 Main Street
- 987 Main Street
- 992 Main Street
- 997 Main Street
- 1021 Main Street
- 1061 Main Street
- 1081 Main Street
- 1106 Main Street
- 1108 Main Street
- 1131 Main Street
- 1133 Main Street
- 1141 Main Street
- 1143 Main Street
- 1191 Main Street

The following are properties within the 700 to 1100 blocks in the Town of Minturn that have lot dimensions of less than 50' that have been created through the subdivision process within the last several years (their exact creation dates would require further deed research):

PO Box 288
Gypsum, CO 81637
(970) 390-4931
michael@mppdesignshop.com

-
- 701 Boulder Street
 - 711 Main Street
 - 721 Main Street
 - 841 Main Street
 - 851 Main Street
 - 994 Main Street
 - 996 Main Street
 - 998 Main Street
 - 1010 Main Street
 - 1012 Main Street
 - Belden Place Subdivision
 - Minturn North Subdivision

To address the requirements of Chapter 17 – Subdivisions, Article 8 – Minor Subdivisions, Section 17-8-30. – Procedure, the following is provided:

1) Final Plat.

A draft of the final plat is provided with the applications, prepared by Kipp Land Surveying. The Final Plat will describe all property boundaries and Utility Easements, Access Easements, and Snow Storage Easements.

2) Zoning.

The proposed 3 lots are intended to be developed as single family residences. With the exception of the Minimum Lot dimension being less than 50', all other lot and zoning requirements will conform with the Municipal Code, including Minimum Lot Area and Minimum Street Frontage. There is no proposed change to the zoning, and will remain Residential.

3) Access.

There is an existing curb cut along Highway 82 that will remain intact and be reused. An Access Easement will be created at the West boundary to allow use of a shared driveway by all owners. Parking requirements for each lot are to be contained on each lot, and not shared between lots.

A Snow Storage Easement will be created at the West boundary to allow for snow storage of the shared driveway by all owners. Snow storage requirements have been calculated based on the combined area of the three lots, rather than individual lots. The Easement would allow for snow storage on each of the lots as needed as plowing operations would dictate.

CDOT would not allow for individual curb cuts for each lot due the close proximity this would present. The following is an email correspondence received from Brian Killian, Colorado Department of Transportation, Region 3 Access Management, Grand Junction:

From: Killian - CDOT, Brian <brian.killian@state.co.us>

Sent: Monday, November 25, 2024 10:46 AM

To: Michael Pukas <michael@mppdesignshop.com>

Cc: Kandis Aggen - CDOT <kandis.aggen@state.co.us>

Subject: Re: Region 3 Access Permits - 886 & 892 Main Street, Lots 40 & 41, Minturn, CO

Michael,

Per our conversation, CDOT will not permit additional curb cuts due to safety reasons of adding additional conflict points for vehicles and pedestrians and also since any new access points for the

PO Box 288
Gypsum, CO 81637
(970) 390-4931
michael@mppdesignshop.com

lots you're looking at will not meet spacing requirements per the State Highway Access Code and may create safety and operational issues.

Please let me know if you have any questions.

Thanks,

Brian Killian
Region 3 Access Program Manager
Traffic & Safety



P 970-683-6284 | C 970-210-1101 | F 970-683-6290
222 S. 6th St, Room 100 Grand Junction, CO 81501
brian.killian@state.co.us | www.codot.gov | www.cotrip.org

4) Water Supply.

According to the Town of Minturn Ordinance No. 02 – Series 2023, Sections 3 and 4:

SECTION 3. A moratorium is hereby continued on the acceptance of applications for connection to the Town's water system or allocation of SFEs as provided in Section 13-2-10 et. seq. and is limited to no more than the historic number of SFEs used plus one additional SFE for new water use for an entire property or collection of adjoining properties as legally configured on the date Ordinance No. 05 Series 2020 was passed that are owned by the same or related owners.

SECTION 4. A moratorium is hereby continued on the acceptance and processing by the Town of land use development applications submitted pursuant to Minturn Municipal Code Chapters 16 and 17 that will result in water use exceeding the historic number of SFEs plus one additional SFE for a property or collection of adjoining properties as legally configured on the date Ordinance No. 05 Series 2020 was passed that are owned by the same or related owners.

The is common ownership of Lot 42 along with the subject Lots 40 & 41 of this proposal, therefore, there are three water taps to connect to the Town's water system available to be equally distributed between the three lots.

5) Wastewater disposal.

Utility Easements of 10' parallel to the western boundary, adjacent to Highway 24, and 5' parallel to each North and South property lines would be created. The Town's sanitary sewer main line and corresponding easement crosses onto the southwest portion of Lot 41. New sanitary sewer lines and connections would be on the property to avoid road and curb cuts along Highway 24. Other utility services, including cable and internet, electrical, gas, telephone, and water would be underground lines located under the driveway and connecting the main utility services in the street. It would be the responsibility of the owner and developer of each lot to locate and coordinate their individual utility services at the time of development planning.

6) Fire Protection.

The Eagle River Fire Protection District has reviewed the proposed subdivision, and has provided the following response via email:

From: Michael Woodworth <MWoodworth@eagleriverfire.org>

Sent: Friday, December 6, 2024 12:19 PM

PO Box 288
Gypsum, CO 81637
(970) 390-4931
michael@mppdesignshop.com

To: Michael Pukas <michael@mppdesignshop.com>
Subject: Re: 886 & 892 Main Street, Minturn - subdivision

Hello Mr. Pukas,

I have reviewed your submittal from 12/5/2024. The subdivision will not affect fire response. There will be other requirements as the project moves forward. Please keep us in the loop as this is developed.

Mick Woodworth
Fire Marshal
Division Chief of Community Risk Reduction
Colorado State Inspector #186707686
970-736-5064
970-471-6346 Cell
mwoodworth@eagleriverfire.org



Eagle River Fire Protection District
Ready to Serve



Eagle River Fire Protection District is a professional fire service agency and proudly serves Camp Hale, Tennessee Pass, Redcliff, Minturn, EagleVail, Avon, Mountain Star, Wildridge, Beaver Creek (Contractual agreement), Bachelor Gulch, Arrowhead, Homestead, Edwards, Lake Creek, Singletree, Pilgrim Downs, Cordillera, Bellyache Ridge, Red Sky Ranch and portions of I-70, Hwy 6 & 24.

- 7) Hazards.
Lots 40 & 41 have been previously improved with dwelling structures and ground surfaces paving materials, and no geological hazards have been encountered. The FEMA Zone AE, Base Flood elevation, and Ordinary Highwater Mark have been indicated on the proposed Final Plat. The Proposed Site Plan indicates the 30' Live Stream Setback. A soils report prepared by a Colorado licensed geo-technical engineer would be provided by the owner and developer of each lot at the time of development planning.
- 8) Site Plan.
The conceptual SITE PLAN shows that each lot has the following minimum development potential for a single family residence:
- A single family residence with 2 levels above grade
 - 4 bedrooms – based on the parking requirements
 - 1-car garage
 - 3 parking spaces: 1 covered and 2 surface
 - Building Lot Coverage of 1,470 sf, which is less than the allowable amount of 45% of the Effective Lot Size for each lot

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(970) 390-4931
michael@mppdesignshop.com

-
- Impervious Surface Coverage less than the allowable amount of 55% of the Effective Lot Size for each lot
 - The potential for a basement would have to be evaluated during the design process for each lot as that would take into account the building design and relationship to the Ordinary Highwater Mark.
 - Roof Overhangs that encroach less than 18" into setbacks
 - No encroachments into the 30' Live Stream Setback from the Ordinary Highwater Mark

9) Agreements.

Not applicable at the time of these applications

10) Restrictions.

There will be no HOA, Covenants, or Declarations created for the proposed lots.

11) Schools.

Not applicable at the time of these applications

The attached exhibits demonstrate possible development potential for each of the three proposed lots.

- AS1 – DEMO SITE PLAN shows the existing structures to be removed to avoid conflicts with property boundaries and setbacks.
- AS2 – ANALYSIS shows the area of each proposed lot, effective area of each lot with the Ordinary High Watermark taken into account, Allowable Building Lot Coverage and Impervious Surface Coverage, and Snow Storage requirements.
- AS3 – SITE PLAN (1) shows the proposed lots with restrictions such as front, side and rear yard setbacks, Live Stream Setback, and any easements. (2) shows potential building footprints, ground level hardscape improvements, and extents of the shared driveway and snow storage.

In summary, this request to create three lots with dimensions less than the Code requirement of 50' is in keeping with the spirit and intent of the subdivision regulations and will not adversely affect public health, safety and welfare. Desirable development potential is possible with no adverse effects on any neighboring properties.

Thank you for your consideration.

SIGNED:

Michael Pukas, Authorized Agent

IMPROVEMENT SURVEY PLAT WITH TOPOGRAPHY
Lot 40 and 41, Annexation Plat, South Minturn
Addition To The Town of Minturn
LOCATED IN THE NE1/4 OF SECTION 35, T5S, R81W, 6TH P.M.
TOWN OF MINTURN, COUNTY OF EAGLE, STATE OF COLORADO

PROPERTY DESCRIPTION:

LOT 40, ANNEXATION PLAT SOUTH MINTURN ADDITION TO THE TOWN OF MINTURN, BOOK 267 PAGE 397, RECORDED MARCH 1, 1978, IN BOOK 267 PAGE 397 AT THE EAGLE COUNTY CLERK AND RECORDERS OFFICE, COUNTY OF EAGLE, STATE OF COLORADO

AND

LOT 41, ANNEXATION PLAT, SOUTH MINTURN ADDITION TO THE TOWN OF MINTURN, BOOK 267 PAGE 397, RECORDED MARCH 1, 1978, IN BOOK 267 PAGE 397 AT THE EAGLE COUNTY CLERK AND RECORDERS OFFICE, COUNTY OF EAGLE, STATE OF COLORADO.

SAID PARCELS COMBINED BEING 0.3706 ACRES MORE OR LESS.

NOTES:

- DATE OF SURVEY: 7-06-21 AND 5-29-24
- STREET ADDRESS: 0886 AND 0892 MAIN STREET (U.S. HIGHWAY 24) POSTED.
- U.S. SURVEY FEET USED FOR THIS SURVEY.
- BASIS OF BEARINGS: AN ASSUMED BEARING OF N 39°31'00" E BETWEEN THE SOUTHWESTERLY CORNER OF LOT 40, SOUTH MINTURN ADDITION AND THE NORTHWESTERLY CORNER OF LOT 40, SOUTH MINTURN ADDITION, RECORDED IN BOOK 267, PAGE 397.
- BOUNDARY BEARINGS AND DISTANCES ARE BOTH FIELD MEASURED AND PLATTED.
- C.D.O.T. PROJECT NO. C M875-002 HAS NOT BEEN RECORDED. A DRAFT COPY WAS PROVIDED BY FARNSWORTH. NO LAND SURVEY PLAT WAS RECORDED AT THE EAGLE COUNTY ENGINEERING OFFICE. THE MONUMENTS FOUND FROM C.D.O.T. CREATE A GAP FROM THE PLATTED BOUNDARY EVIDENCE FOUND. THE PLATTED BOUNDARY EVIDENCE WAS ACCEPTED AND HELD FOR THE BASIS OF THIS SURVEY.
- BENCHMARK: USGS MONUMENT S280 HAVING A PUBLISHED NAVD88 ELEVATION OF 7894.52'. SITE BENCHMARK IS A SANITARY MANHOLE WITH A RIM ELEVATION = 7889.7'.
- 1' CONTOURS SHOWN HEREON.
- LOCATION OF IMPROVEMENTS, LOT LINES, SETBACK LINES, AND EASEMENTS ARE BASED UPON THE ANNEXATION PLAT OF SOUTH MINTURN ADDITION TO THE TOWN OF MINTURN AND SURVEY MONUMENTS FOUND AT THE TIME OF THE SURVEY AS SHOWN HEREON. TITLE COMMITMENTS PROVIDED BY LAND TITLE GUARANTEE COMPANY, ORDER NO. V50071749-2, EFFECTIVE DATE OF 5-06-2024 AND ORDER NO. V 50071750-2, EFFECTIVE DATE OF 5-06-2024.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

CERTIFICATION:

I, RANDALL P. KIPP, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS IMPROVEMENT SURVEY PLAT WAS PREPARED FOR 886&892 MAIN ST LLC, AND IS THE RESULT OF A SURVEY PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, RESPONSIBILITY AND CHECKING. I FURTHER CERTIFY THAT THIS LAND SURVEY PLAT IS IN CONFORMANCE WITH 38-51-102 C.R.S.; MINIMUM STANDARDS FOR LAND PLATS, AND IS BASED ON THE LAND SURVEYORS KNOWLEDGE INFORMATION AND BELIEF, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.



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

COUNTY SURVEYOR CERTIFICATION:

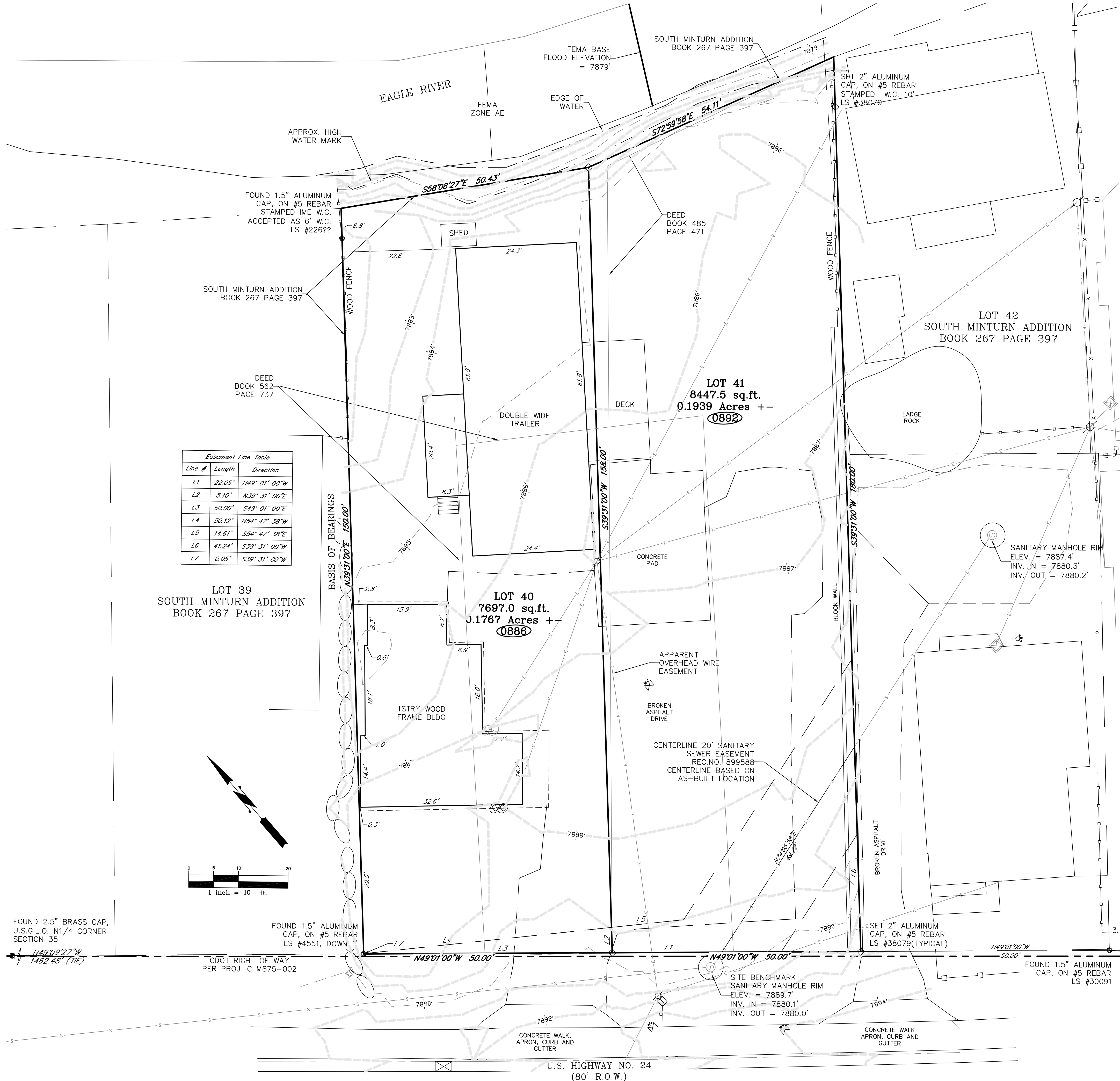
DEPOSITED THIS _____ DAY OF _____, 2024 AT _____ IN BOOK 1 OF THE EAGLE COUNTY SURVEYOR'S LAND SURVEY PLATS/ RIGHTS-OF-WAY SURVEYS AT PAGE _____ THIS LAND SURVEY PLAT COMPLIES WITH SECTION 38-51-102, OF THE COLORADO REVISED STATUTES.

Lot 40 and 41, Annexation Plat, South Minturn
Addition, To the Town of Minturn
Located in the NE 1/4 of Section 35, T.5 S., R.81 W., 6th P.M.
Town of Minturn, County of Eagle, Colorado

JOB NO.: 211004
SHEET 1 OF 1
DATE: 06-25-24
DWG NAME:
211004-Lot40-41 SMA ISP

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



Easement Line Table		
Line #	Length	Direction
L1	22.05'	N49° 01' 00" W
L2	5.10'	N39° 31' 00" E
L3	50.00'	S49° 01' 00" E
L4	50.12'	N54° 47' 38" W
L5	14.61'	S54° 47' 38" E
L6	41.24'	S39° 31' 00" W
L7	0.09'	S39° 31' 00" W

LOT 39
SOUTH MINTURN ADDITION
BOOK 267 PAGE 397

LOT 40
7697.0 sq.ft.
0.1767 Acres +-
0886

LOT 41
8447.5 sq.ft.
0.1939 Acres +-
0892

LOT 42
SOUTH MINTURN ADDITION
BOOK 267 PAGE 397

CERTIFICATION OF DEDICATION AND OWNERSHIP:

KNOW ALL MEN BY THESE PRESENTS THAT 886&892 MAIN ST, LLC, A COLORADO LIMITED LIABILITY COMPANY BEING SOLE OWNER IN FEE SIMPLE, MORTGAGEE OR LIENHOLDER OF ALL THAT REAL PROPERTY SITUATED IN THE TOWN OF MINTURN, EAGLE COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

THAT CERTAIN TRACT OR PARCEL OF LAND SITUATE IN THE NE1/4 OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE 6TH PRINCIPAL MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT WHENCE THE NE CORNER OF THE NW1/4 OF SAID SECTION 35 BEARS NORTH 49°00' WEST 981 FEET; THENCE SOUTH 49°00' EAST 506 FEET; THENCE NORTH 38°00' EAST 110 FEET; THENCE NORTH 55°37' WEST 50 FEET; THENCE SOUTH 38°00' WEST 110 FEET; THENCE SOUTH 49°00' EAST 50 FEET, COUNTY OF EAGLE, STATE OF COLORADO.

ALSO KNOWN AS:

LOT 40, ANNEXATION PLAT, SOUTH MINTURN ADDITION TO THE TOWN OF MINTURN, RECORDED MARCH 1, 1978, IN BOOK 267 AT PAGE 397, COUNTY OF EAGLE, STATE OF COLORADO. BEING MORE PARTICULARLY DESCRIBED FROM FIELD SURVEY:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING A FOUND 2.5" BRASS CAP ON 1" PIPE; THENCE, S 49° 09' 27" E, 1462.45 FEET TO THE POINT OF BEGINNING ALSO BEING THE SOUTHWESTERLY CORNER OF SAID LOT 40, AND THE NORTHERLY RIGHT OF WAY OF U.S. HIGHWAY 24. THENCE THE FOLLOWING FOUR COURSES:

N 39° 31' 00" E, 150.00 FEET;
S 58° 08' 27" E, 50.43 FEET;
S 39° 31' 00" W, 158.00 FEET;
N 41° 01' 00" W, 50.00 FEET TO THE POINT OF BEGINNING.
SAID LOT CONTAINS 0.1767 ACRES +/-.

AND

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF MINTURN, COUNTY OF EAGLE, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 35, SAID POINT BEING A BRASS CAP IN PLACE; THENCE S. 49° 18'44" E. 1512.70 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF U.S HIGHWAY NO. 24 AND THE TRUE POINT OF BEGINNING; THENCE N. 40° 38'53" E. 158.00 FEET; THENCE S. 74° 42'51" E. 50.56 FEET; THENCE S. 39° 16'28" W. 180.00 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE N. 49° 01'00" W. 50.00 FEET TO THE POINT OF BEGINNING;

THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 35 IS CONSIDERED TO BEAR N. 89° 33'37" E.

COUNTY OF EAGLE, STATE OF COLORADO.

ALSO KNOWN AS:

LOT 41, ANNEXATION PLAT, SOUTH MINTURN ADDITION TO THE TOWN OF MINTURN, RECORDED MARCH 1, 1978, IN BOOK 267 AT PAGE 397, COUNTY OF EAGLE, STATE OF COLORADO. BEING MORE PARTICULARLY DESCRIBED FROM FIELD SURVEY:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING A FOUND 2.5" BRASS CAP ON 1" PIPE; THENCE, S 49° 09' 27" E, 1462.45 FEET TO THE SOUTHWESTERLY CORNER OF LOT 40, AND THE NORTHERLY RIGHT OF WAY OF U.S. HIGHWAY 24. THENCE S 41° 01' 00 E 50.00 FEET TO THE POINT OF BEGINNING AND THE SOUTHWESTERLY CORNER OF LOT 41. THENCE THE FOLLOWING FOUR COURSES:

N 39° 31' 00" E, 158.00 FEET;
S 72° 59' 58" E, 54.11 FEET;
S 39° 31' 00" W, 180.00 FEET;
N 41° 01' 00" W, 50.00 FEET TO THE POINT OF BEGINNING.
SAID LOT CONTAINS 0.1939 ACRES +/-.

SAID PARCELS COMBINED BEING 0.3706 ACRES MORE OR LESS.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS AND BLOCKS AS SHOWN ON THIS FINAL PLAT, UNDER THE NAME AND STYLE OF FINAL PLAT, CHAVEZ MINOR SUBDIVISION, A REPLAT OF LOT 40 AND 41, SOUTH MINTURN ADDITION, EAGLE COUNTY, COLORADO; AND DOES HEREBY ACCEPT THE RESPONSIBILITY FOR THE COMPLETION OF REQUIRED IMPROVEMENTS; AND DOES HEREBY DEDICATE AND SET APART ALL OF THE PRIVATE STREETS AND OTHER PUBLIC IMPROVEMENTS AND PLACES AS SHOWN ON THE ACCOMPANYING PLAT TO THE USE OF THE PUBLIC FOREVER; AND DOES HEREBY DEDICATE THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE CREATED AS EASEMENTS ON THE ACCOMPANYING PLAT TO THE PUBLIC FOREVER AS EASEMENTS FOR THE PURPOSES SHOWN HEREIN, UNLESS OTHERWISE EXPRESSLY PROVIDED THEREON; AND DOES HEREBY GRANT THE RIGHT TO INSTALL AND MAINTAIN NECESSARY STRUCTURES TO THE ENTITY RESPONSIBLE FOR PROVIDING THE SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED.

EXECUTED THIS ____ DAY OF _____, A.D. 20__.

MANAGER: _____
THOMAS S. SULLIVAN
886&892 MAIN ST. LLC
A COLORADO LIMITED LIABILITY COMPANY

ADDRESS: P.O. BOX 820
MINTURN, CO 81645

STATE OF COLORADO)
) SS
COUNTY OF EAGLE)

THE FOREGOING CERTIFICATE OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF

_____, A.D. 20__ BY _____.

MY COMMISSION EXPIRES: _____

WITNESS MY HAND AND SEAL. _____

NOTARY PUBLIC

TITLE CERTIFICATE:

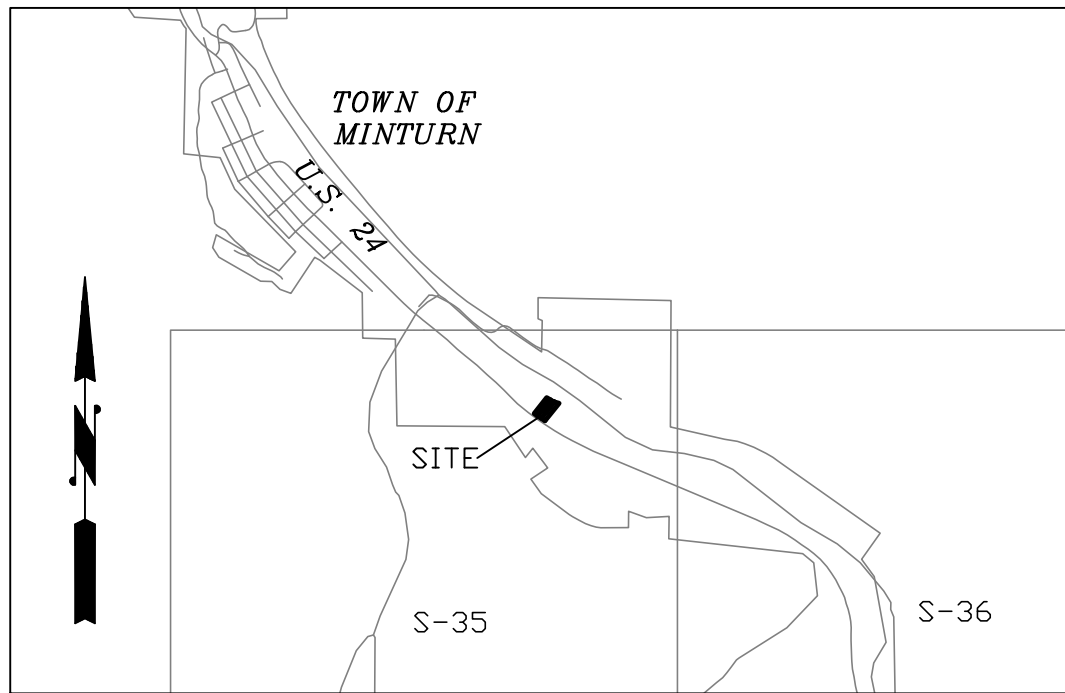
LAND TITLE GUARANTEE COMPANY, DOES HEREBY CERTIFY THAT IT HAS EXAMINED THE TITLE TO ALL LANDS SHOWN UPON THIS PLAT AND THAT TITLE TO SUCH LANDS IS VESTED IN _____
ARE FREE AND CLEAR OF ALL LIENS, AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

DATED THIS ____ DAY OF _____, A.D. 20__.

AGENT: _____

CASE NO.: xxxxxxxxxxxx

FINAL PLAT
CHAVEZ MINOR SUBDIVISION
A Replat of Lots 40 and 41, South Minturn Addition
NE 1/4 SECTION 35, TOWNSHIP 5, SOUTH RANGE 81 WEST, 6TH P.M.
TOWN OF MINTURN, COUNTY OF EAGLE, STATE OF COLORADO



VICINITY MAP
SCALE 1"=2000'

NOTES:

- DATE OF SURVEY: MAY 29, 2024
- STREET ADDRESS: 0886 AND 0892 MAIN STREET (U.S. HIGHWAY 24) POSTED.
- U.S. SURVEY FEET USED FOR THIS SURVEY.
- BASIS OF BEARINGS: AN ASSUMED BEARING OF N 39°31'00" E BETWEEN THE SOUTHWESTERLY CORNER OF LOT 40, SOUTH MINTURN ADDITION AND THE NORTHWESTERLY CORNER OF LOT 40, SOUTH MINTURN ADDITION, RECORDED IN BOOK 267, PAGE 397.
- BOUNDARY BEARINGS AND DISTANCES ARE BOTH FIELD MEASURED AND PLATTED.
- C.D.O.T. PROJECT NO. C M875-002 HAS NOT BEEN RECORDED. A DRAFT COPY WAS PROVIDED BY FARNSWORTH. NO LAND SURVEY PLAT WAS RECORDED AT THE EAGLE COUNTY ENGINEERING OFFICE. THE MONUMENTS FOUND FROM C.D.O.T. CREATE A GAP FROM THE PLATTED BOUNDARY EVIDENCE FOUND. THE PLATTED BOUNDARY EVIDENCE WAS ACCEPTED AND HELD FOR THE BASIS OF THIS SURVEY.
- THE ACCESS EASEMENT CREATED HEREON IS FOR THE BENEFIT OF LOT 1, LOT 2, LOT 3 AND ITS SUCCESSORS FOR THE PURPOSE OF ACCESS, INGRESS, EGRESS AND MAINTENANCE. MAINTENANCE AND REPAIR WILL BE AT THE OWNERS EXPENSE FOR ALL THREE LOTS SHARED EQUALLY. NO PARKING WILL BE ALLOWED WITHIN THE ACCESS EASEMENT ON LOT 2. PARKING WILL BE ALLOWED WITHIN THE ACCESS EASEMENT FOR THE OWNER OF LOT 1 WITHIN LOT 1. PARKING WILL BE ALLOWED WITHIN THE ACCESS EASEMENT FOR THE OWNER OF LOT 3 WITHIN LOT 3.
- THE LOT UTILITY EASEMENT CREATED HEREON IS FOR THE PURPOSE OF UTILITIES, INSTALLATION, MAINTENANCE AND GRADING.
- THE SNOW STORAGE EASEMENT CREATED HEREON IS FOR SNOW STORAGE ONLY AND ALL THREE LOTS HAVE THE RIGHT TO STORE SNOW ON THE OTHER LOTS WITHIN THE EASEMENT, WHEN NEEDED.
- NO ACCESSORY DWELLING UNITS ARE ALLOWED ON LOTS 1-3 UNLESS THE TOWN DETERMINES THERE IS AN ADEQUATE LEGAL AND PHYSICAL WATER SUPPLY FOR ACCESSORY DWELLING UNITS AS PROVIDED UNDER TOWN CODE.
- LOCATION OF IMPROVEMENTS, LOT LINES, SETBACK LINES, AND EASEMENTS ARE BASED UPON THE ANNEXATION PLAT OF SOUTH MINTURN ADDITION TO THE TOWN OF MINTURN AND SURVEY MONUMENTS FOUND AT THE TIME OF THE SURVEY AS SHOWN HEREON. TITLE COMMITMENTS PROVIDED BY LAND TITLE GUARANTEE COMPANY, ORDER NO. V50071749-6, EFFECTIVE DATE OF 5-29-2025 AND ORDER NO. V 50071750-5, EFFECTIVE DATE OF 5-29-2025.
- THIS PROPERTY IS CONSIDERED ZONE X - AREA OF MINIMAL FLOOD HAZARD PER FEMA MAP NO. 08037C0658D, WITH AN EFFECTIVE DATE OF 12/04/2007.
- THIS PROPERTY IS SUBJECT TO THE FOLLOWING:

RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED FEBRUARY 18, 1929 IN BOOK 106 AT PAGE 517.

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE ANNEXATION PLAT OF SOUTH MINTURN ADDITION TO THE TOWN OF MINTURN RECORDED MARCH 01, 1978 UNDER RECEPTION NO. 163774.

20' SANITARY SEWER EASEMENT, RECORDED ON DECEMBER 3, 2004 UNDER RECEPTION NO. 899588.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT, IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

LIENHOLDERS CERTIFICATE:

THE UNDERSIGNED, ALPINE BANK, A COLORADO BANKING CORPORATION, HOLDER OF A DEED OF TRUST UPON THE REAL PROPERTY SHOWN ON THIS FINAL PLAT, DEED OF TRUST RECORDED ON 4/01/2021 AT RECEPTION NO. 202107455/2021077451 AND DEED OF TRUST RECORDED 4-01-2021 AT RECEPTION NO. 202107454/202107105, HEREBY CONSENTS TO THIS FINAL PLAT AND SUBORDINATES ITS INTEREST UNDER SUCH DEED OF TRUST IN SUCH REAL PROPERTY TO THE RIGHTS AND OBLIGATIONS CREATED BY THE DECLARATION.

EXECUTED THIS ____ DAY OF _____, 20__.

LIENHOLDER: _____
MANAGER, ALPINE BANK, A COLORADO BANKING CORPORATION

ADDRESS: ALPINE BANK AVON
400 7TH STREET SOUTH
RIFLE, CO 81650

STATE OF COLORADO)
) SS
COUNTY OF EAGLE)

THE FOREGOING LIENHOLDER CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF

_____, A.D. 20__ BY _____.

MY COMMISSION EXPIRES: _____

WITNESS MY HAND AND SEAL. _____

NOTARY PUBLIC

CERTIFICATE OF TAXES PAID:

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE ENTIRE AMOUNT OF TAXES AND ASSESSMENTS DUE AND PAYABLE AS OF ____ UPON ALL PARCELS OF REAL ESTATE DESCRIBED ON THIS MAP ARE PAID IN FULL.

DATED THIS ____ DAY OF _____, A.D., 20__.

TREASURER OF EAGLE COUNTY

PLANNING DIRECTOR CERTIFICATE:

THIS FINAL PLAT IS HEREBY APPROVED BY THE MINTURN PLANNING DIRECTOR, MINTURN, COLORADO, THIS ____ DAY OF _____ A.D. 20__ FOR FILING WITH THE CLERK AND RECORDER OF EAGLE COUNTY.

MINTURN PLANNING DIRECTOR

TOWN OF MINTURN CERTIFICATE:

THIS FINAL PLAT APPROVED BY THE MINTURN TOWN COUNCIL, MINTURN, COLORADO, ON THE ____ DAY OF _____ A.D. 20__ FOR FILING WITH THE CLERK AND RECORDER OF EAGLE COUNTY AND THE CONVEYANCE TO THE TOWN OF MINTURN OF THE PUBLIC DEDICATIONS SHOWN HEREON: SUBJECT TO THE PROVISION THAT APPROVAL IN NO WAY OBLIGATES THE TOWN OF MINTURN FOR MAINTENANCE OF ROADS DEDICATED TO THE PUBLIC UNTIL CONSTRUCTION OF IMPROVEMENTS THEREON SHALL HAVE BEEN COMPLETED IN ACCORDANCE WITH TOWN OF MINTURN'S SPECIFICATIONS AND THE MINTURN TOWN COUNCIL HAS BY A SUBSEQUENT RESOLUTION AGREED TO UNDERTAKE MAINTENANCE OF THE SAME. THIS APPROVAL DOES NOT GUARANTEE THAT SOIL CONDITIONS, SUBSURFACE GEOLOGY, GROUND WATER CONDITIONS, OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT OR ANY OTHER REQUIRED PERMIT WILL BE ISSUED. THIS APPROVAL IS WITH THE UNDERSTANDING THAT ALL EXPENSES INVOLVING ALL IMPROVEMENTS REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND NOT THE TOWN OF MINTURN.

(MAYOR)

WITNESS MY HAND AND SEAL OF THE TOWN OF MINTURN.

ATTEST: _____
(CLERK)

SURVEYOR'S CERTIFICATE:

I, RANDALL P. KIPP DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING UNDER THE LAWS OF THE STATE OF COLORADO, THAT THIS SUBDIVISION PLAT IS TRUE, CORRECT AND COMPLETE FINAL PLAT, CHAVEZ MINOR SUBDIVISION, A REPLAT OF LOT 40 AND 41, SOUTH MINTURN ADDITION, AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME AND/ OR UNDER MY SUPERVISION AND ACCURATELY SHOWS THE LOCATION AND DIMENSIONS OF THE LOTS, EASEMENTS AND RIGHTS OF WAY OF SAID PLAT AS THE SAME ARE MONUMENTED UPON THE GROUND IN COMPLIANCE WITH APPLICABLE REGULATION GOVERNING THE SUBDIVISION OF LAND, THAT SUCH PLAT IS BASED UPON THE PROFESSIONAL LAND SURVEYOR'S KNOWLEDGE, INFORMATION AND BELIEF, THAT SUCH PLAT HAS BEEN PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AND THAT SUCH PLAT IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.



RANDALL P. KIPP
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38079

CLERK AND RECORDER'S CERTIFICATE:

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER AT ____ O'CLOCK __ M., ON THIS DAY OF _____, 20__, AND IS DULY RECORDED AT RECEPTION NO. _____.

EAGLE COUNTY CLERK AND RECORDER

BY: _____
DEPUTY

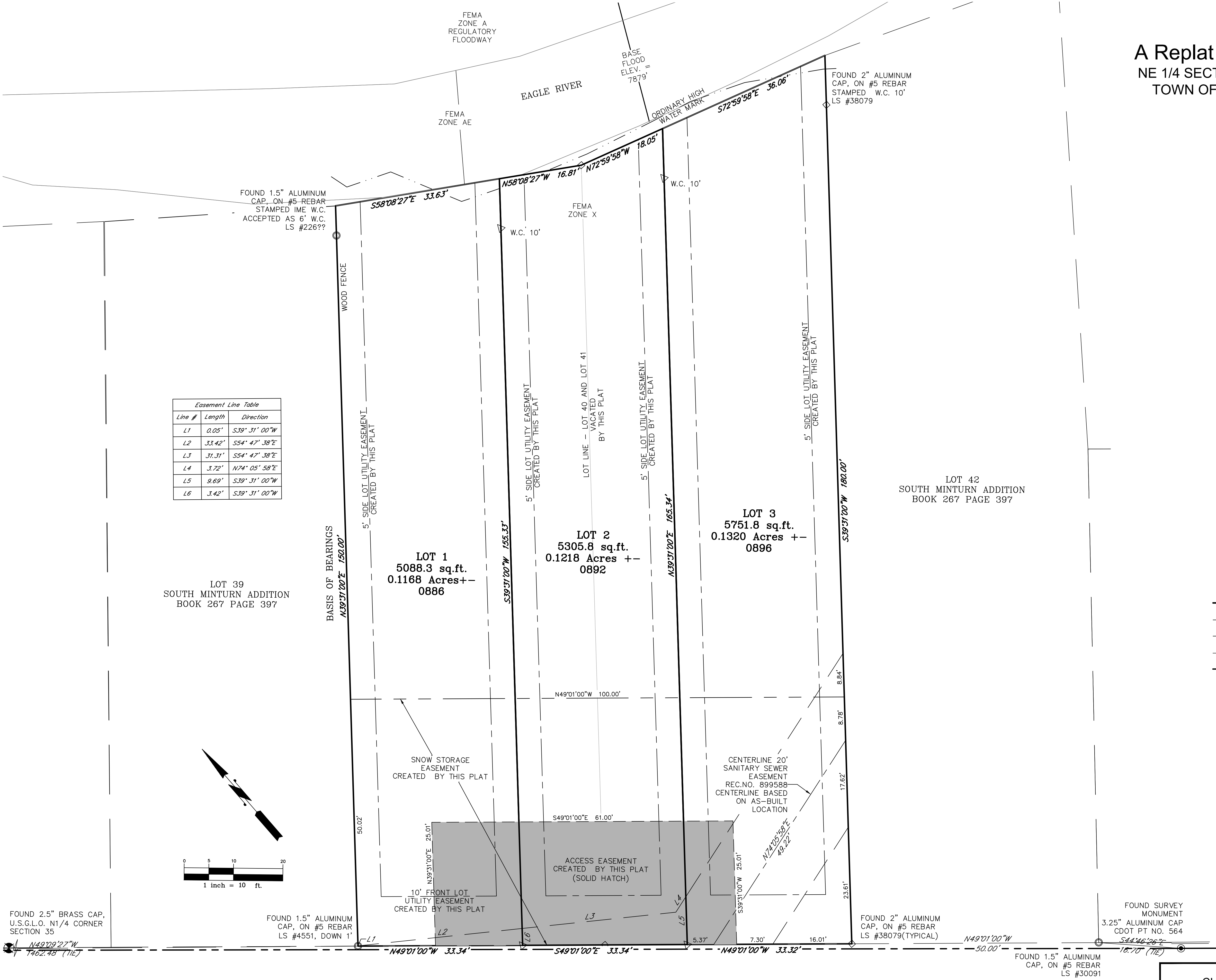
LAND USE SUMMARY:

LOT	ACREAGE	STREET ADDRESS	USE
LOT 1	0.1168 ACRES	0886 Main Street	SINGLE FAMILY RESIDENTIAL
LOT 2	0.1218 ACRES	0892 Main Street	SINGLE FAMILY RESIDENTIAL
LOT 3	0.1320 ACRES	0896 Main Street	SINGLE FAMILY RESIDENTIAL

TOTAL = 0.3706 ACRES

FINAL PLAT CHAVEZ MINOR SUBDIVISION A Replat of Lots 40 and 41, South Minturn Addition NE 1/4 Section 35, Twp. 5.S., R.81W., 6TH P.M. Town of Minturn, County of Eagle, Colorado		<i>KIPP LAND SURVEYING</i> RANDY KIPP P.L.S. P.O. Box 3154 Eagle, CO 81631 (970) 390-9540 email: randy@kipplandsurveying.com web: kipplandsurveying.com
JOB NO.:	211004	
DATE:	05-30-25	
SHEET 1 OF 2	DWG NAME: 211004-CHAVEZ SUBDIVISION	

FINAL PLAT
CHAVEZ MINOR SUBDIVISION
A Replat of Lots 40 and 41, South Minturn Addition
NE 1/4 SECTION 35, TOWNSHIP 5, SOUTH RANGE 81 WEST, 6TH P.M.
TOWN OF MINTURN, COUNTY OF EAGLE, STATE OF COLORADO



Easement Line Table		
Line #	Length	Direction
L1	0.05'	S39°31'00"W
L2	33.42'	S54°47'38"E
L3	31.31'	S54°47'38"E
L4	3.72'	N74°05'58"E
L5	9.69'	S39°31'00"W
L6	3.42'	S39°31'00"W

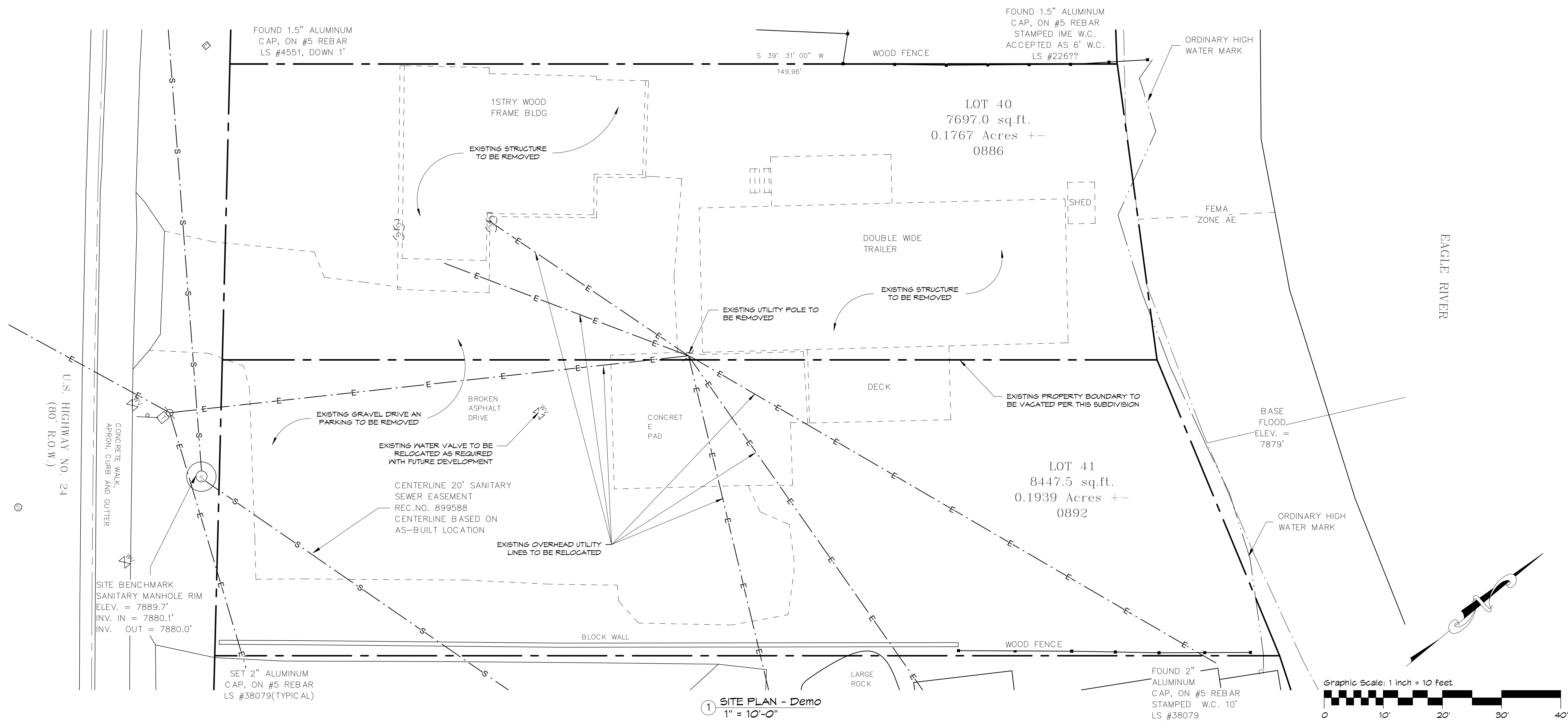
- LEGEND:
- DENOTES BOUNDARY LINE
 - DENOTES UTILITY AND DRAINAGE EASEMENT LINE
 - DENOTES UTILITY EASEMENT LINE
 - DENOTES ADJOINER PROPERTY LINES
 - DENOTES C.D.O.T. RIGHT OF WAY
 - ⊗ ⊠ DENOTES FOUND SURVEY MONUMENT— AS NOTED
 - DENOTES FOUND SURVEY MONUMENT— 2" ALUMINUM CAP ON #5 REBAR LS #38079
 - △ DENOTES SET SURVEY MONUMENT— 2" ALUMINUM CAP ON #5 REBAR LS #38079



FINAL PLAT CHAVEZ MINOR SUBDIVISION A Replat of Lots 40 and 41, South Minturn Addition NE 1/4 Section 35, Twp. 5.S., R.81W., 6TH P.M. Town of Minturn, County of Eagle, Colorado	
JOB NO.: 211004	DATE: 05-30-25
SHEET 2 OF 2	DWG NAME: 211004-CHAVEZ SUBDIVISION

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



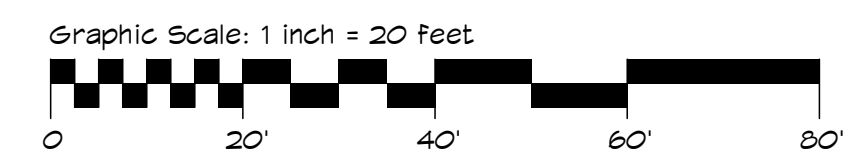
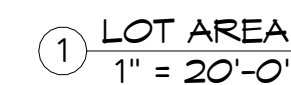
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#	Description	Date
1	APPLICATION	12/20/24

Project Number:	2409
Designed by:	mpp
Drawn by:	mpp
Checked by:	mpp



SNOW STORAGE PROVIDED	
SNOW STORAGE	1,544.7 SF



Project Number:	2409
Designed by:	mpp
Drawn by:	mpp
Checked by:	mpp

ANALYSIS

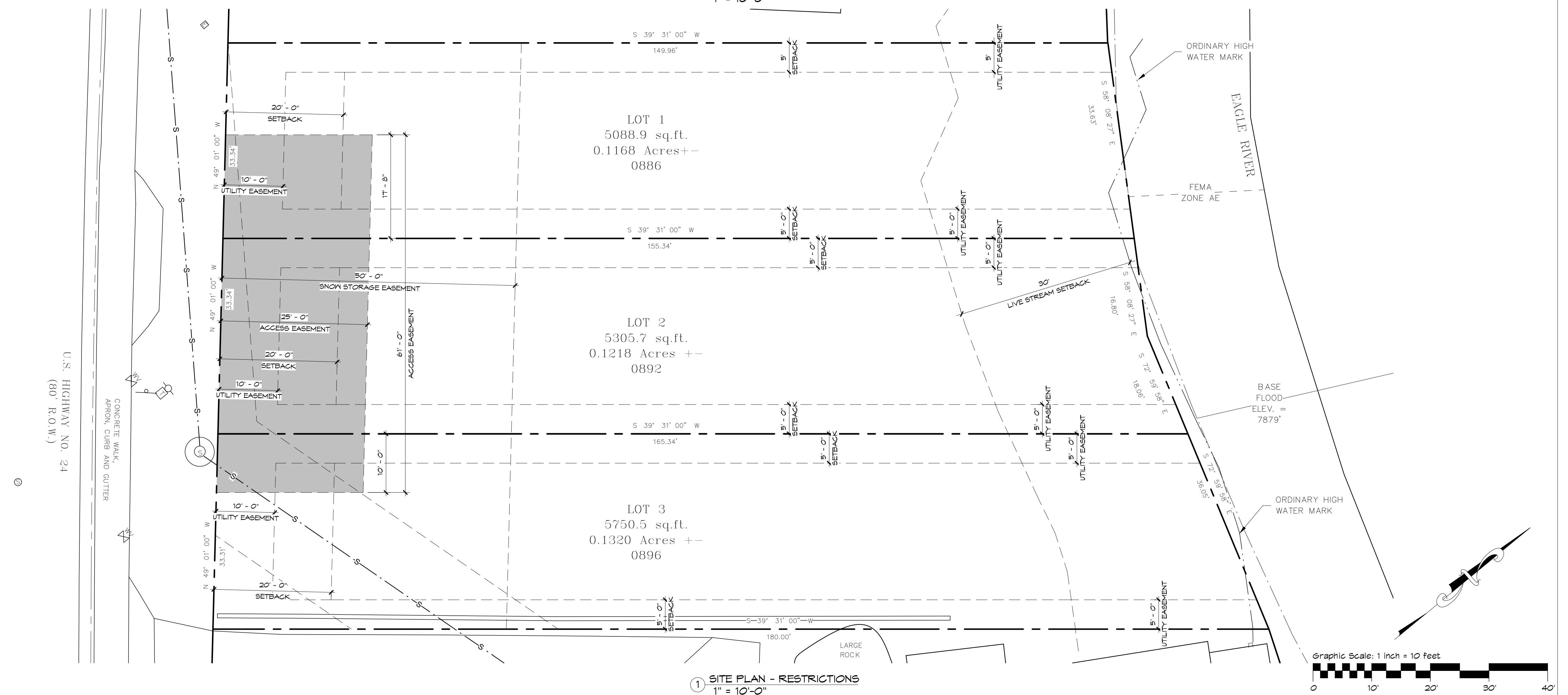
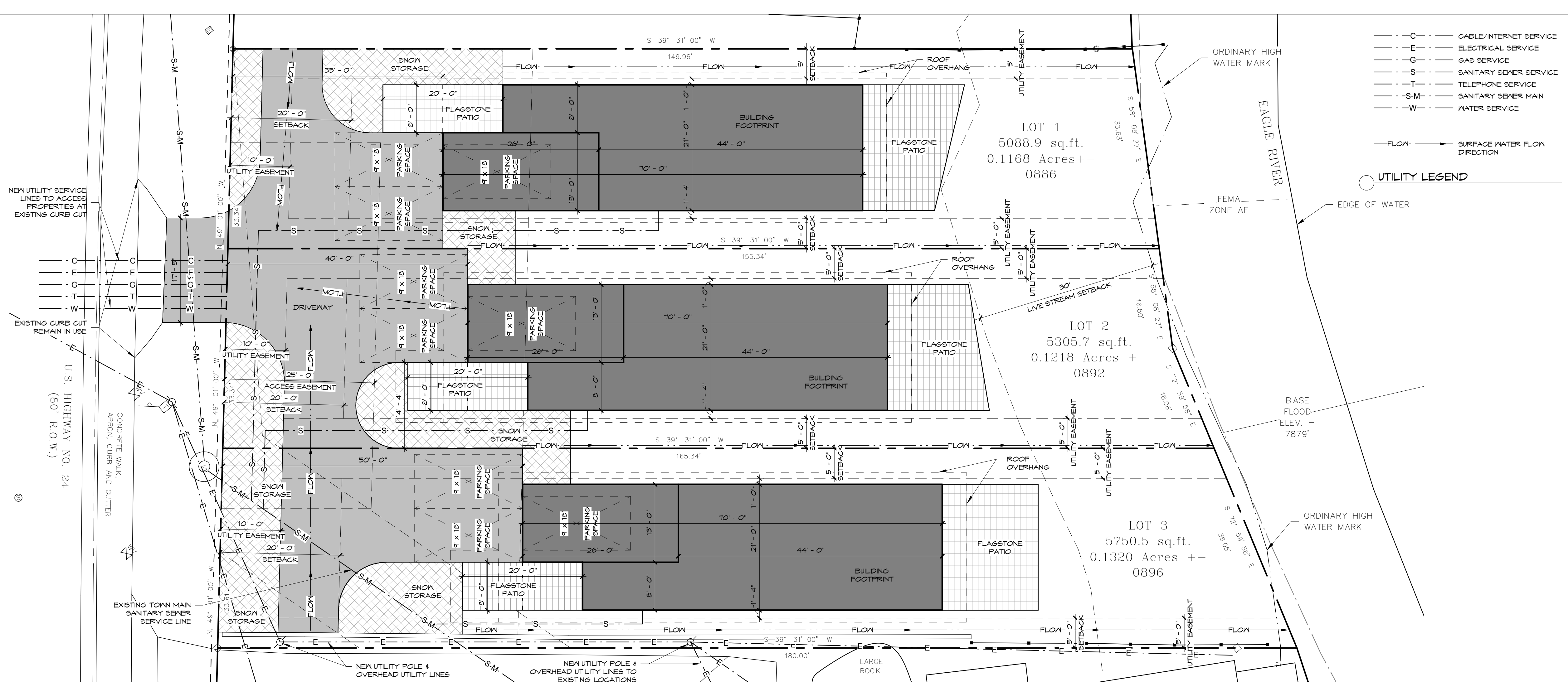
AS2

Page 198 of 222

mpp design shop, inc.
PO Box 288
Gypsum, CO 81637
(970) 390-4931
michael@mpdesignshop.com

Chavez Subdivision
8886 & 892 Main Street
Minturn, CO 81645
Parcel Numbers: 2103-351-02-008 &
2103-351-02-010
South Minturn Addition, Lots 40 & 41

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(970) 390-4931
michael@mppdesignshop.com

Chavez Subdivision

886 & 892 Main Street
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South Minturn Addition, Lots 40 & 41

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[illegible]

Project Number:	2409
Designed by:	mpp
Drawn by:	mpp
Checked by:	mpp

SITE PLANS

AS3

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 32 – SERIES 2025**

**A RESOLUTION APPROVING LAND USE APPLICATION
VARIANCE 2025-01 FOR 886 MAIN STREET AND 892 MAIN STREET**

WHEREAS, on or about December 20, 2024 Tom Sullivan (hereinafter, the “Applicant”) properly applied for the review of a variance from the minimum lot dimension standard pursuant to the Minturn Municipal Code (hereinafter, the “Code”), Section 16-21-690, Variances; and,

WHEREAS, the Applicant requests relief from the strict interpretation of Section 16-2-40 of the Code to allow the reduction of the fifty foot (50’) minimum lot dimension for a subdivision proposing two lots having the interior lot line eliminated and then split into three: Lot 1 at a width of 33.34’, Lot 2 at a width of 33.34’, and Lot 3 at a width of 33.31’ located within the South Town Character Area Residential Zone District; and,

WHEREAS, public notice was properly given pursuant to the Code, Section 16-21-610, Public Notice, for a public hearing held by the Town of Minturn Planning Commission (hereinafter, the “Commission”) on July 23, 2025 to consider the variance request; and,

WHEREAS, at their regular meeting of July 23, 2025, the Commission acted to recommend approval of the variance request to the Minturn Town Council;

WHEREAS, at the regular meeting on August 6, 2025, the Minturn Town Council (hereinafter, the “Council”) acting as the Zoning Board of Appeals, held a public hearing on the variance application and to consider the Commission’s recommendation, pursuant to the Code, Section 16-21-690(e); and,

WHEREAS, the Council is commissioned with certain powers and duties contained in the Minturn Municipal Code Section 16-21-30; and,

WHEREAS, at the regular meeting on August 6, 2025, the Council, acting as the Zoning Board of Appeals, voted to confirm the action of the Commission; and,

WHEREAS, pursuant to the Minturn Municipal Code Section 16-1-20, the most appropriate use of the subject property is allowed via the granting of a variance; and,

WHEREAS, pursuant to Minturn Municipal Code Section 16-21-690(d), Findings Required, the Council makes the following findings:

- (1) There are exceptional or extraordinary circumstances or conditions applicable to the site of the variance that do not apply generally to other properties in the same zone;
- (2) The exceptional or extraordinary circumstances of the site create a situation in which the strict, literal interpretation and enforcement of the specified regulation

would result in practical difficulty or unnecessary physical hardship inconsistent with the objectives of this Chapter;

- (3) That the granting of the variance will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity and will not result in substantial impairment to the purposes of this Chapter.
- (4) There is no substantial impairment to the public that would result from the granting of the variance.

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

THAT, the variance application for 886 Main Street and 892 Main Street, South Minturn Addition, Lots 40 and 41, File No. VAR 2025-01, for relief from the strict interpretation of Section 16-2-40 of the Code to allow the reduction of the fifty foot (50') minimum lot dimension for a subdivision proposing two lots having the interior lot line eliminated and then split into three: Lot 1 at a width of 33.34', Lot 2 at a width of 33.34', and Lot 3 at a width of 33.31', be approved.

INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED THIS 6th DAY OF AUGUST, 2025.

TOWN OF MINTURN, COLORADO:

By: _____
Earle Bidez, Mayor

ATTEST:

By: _____
Jay Brunvand, Town Clerk

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



**Minturn Historic Preservation
Commission**
Chair – Ken Halliday
Tracy Andersen
Robert Creasy
Lynn Teach
Kelly Toon

To: Town Council
From: Madison Harris, Planner II
Date: August 1, 2025
Re: Historic Preservation Commission Appointments

Request

Council is asked to approve Resolution 33 - Series 2025 appointing two Historic Preservation Commission Members to the Historic Preservation Commission (“HPC”).

Introduction

The HPC is a five member commission appointed with “three year staggered terms...” - Minturn Municipal Code (“MMC”) Sec. 19-2-30 (1). Sec. 19-2-20 of the MMC states that “At least 3 of the voting members shall be full time Residents, Property or business Owners, or designated representatives of Property or business Owners within the Town” and that “At least 2 of the voting members shall be professionals or shall have extensive expertise in a preservation-related discipline, including but not limited to History, Architecture, Landscape Architecture, American Studies, American Civilization, Construction and Building Trades; Cultural Geography, Cultural Anthropology, Environmental Expertise, Planning, Real Estate, or Archeology. The Town Council may waive this requirement on a determination that there are not eligible prospective members who meet these criteria.” There are no term limits, only that public review and appointment take place.

Staff has advertised the openings of the HPC and received four applications, who are qualified to serve. Council is asked to appoint two applicants to the two open three year terms.

Applicants:

- Daniel Benson Brown - 802 Chickadee Ln., Gypsum
- Ken Halliday - 811 Main St., Minturn
- Tammy M. Ramsey - 850 Main St. Unit 2, Minturn
- Kelly Toon - 531 Main St., Minturn

The applicants will have time to answer questions from the Council. Ballots will be provided to the Council with the applicants names. Council will be asked to choose their top applicants.

Analysis

Meetings are held once a month on the third Tuesday, with the ability to add more should the occasion call for it. Of the three HPC members still appointed, they are full time residents with experience in Architecture and Education.

Community Input

Candidates were solicited through public notice via e-blast, the Town's website, and public notices in the Vail Daily legal section.

Budget/Staff Impact:

TBD.

Strategic Plan Alignment

The Town Council's review and approval of the resolution aligns with the following key strategies:

- Integrity
- Transparency
- Collaboration

Recommended Action or Proposed Motion

"I make a motion to approve Resolution 33 - Series 2025 appointing _____ and _____ to serve on the Minturn Historic Preservation Commission through July 31, 2028."

Attachments

- Resolution 33 - Series 2025
- HPC Applications



APPLICATION FOR COUNCIL OR COMMISSION

Return completed application to:
Town of Minturn
302 Pine St, Minturn CO 81645
(or via email – see previous page)

What Board or Commission are you interested in serving on? Historic Preservation Commission

Name: Daniel Benson Brown

Mailing Address: P.O Box 496 Gypsum, CO 81637

Residence (Physical Address): 802 Chickadee Ln. Gypsum, CO 81637

Phone: 478-456-9181

Email: dbrown@vail.gov OR thetruesea@gmail.com

Length of Residency in the Town of Minturn: 0 Are You Over 18 Years of Age? Yes

Are You Currently a Registered Voter in the Town of Minturn? No

Current Occupation: Chief Building Official

Employer: Town of Vail

I hereby certify and affirm that all the information contained in this application is true, complete and correct. I understand that false or misleading statements or the omission of important information made on this application or any time during the process may disqualify me from serving for this position. I understand that the Board of Trustees must appoint members to all Boards and Commissions.


Applicant's Signature

7/21/2025
Date

(FOR INTERNAL USE ONLY)

Appointed: Yes No

 New Appointment Reappointment

Appointment Date: Term expiration:



1.) Tell us briefly about yourself, why you are interested in being appointed and what experience or education would you bring to this Commission or Council?

I'm 45, from Georgia, and took a job opportunity with the Town of Vail as a building plans reviewer. I have since become the Chief Building Official. I hold a Bachelor of Arts in Public History, which encompassed historic preservation, architectural history, museum and archival sciences, as well as historic site interpretation (docent). I have assisted with nominating structures for the NRHP. I have worked on restoration projects and served as a consultant. I am very well versed in what it takes to revitalize historic districts and structures.

2.) Why do you wish to be appointed/reappointed to this Commission or Council?

I have a deep love of history, and Minturn is probably the coolest town around. There haven't really been any opportunities for historic preservation in the valley, and when I heard about the open HPC seats, well, I just had to apply!

3.) Are you aware of the time commitment and do you have the personal time to devote to this Commission or Council?

Yes. I work in Vail, so to be in Minturn by 5:30 shouldn't be an issue.

4.) What other Boards have you served on?

Sidney Lanier Cottage Preservation Board

Historic Macon Foundation; Patron Level

Friends of Rose Hill Cemetary (Defunct as of 2018)

Friends of the Old Capitol Museum



1.) If appointed, what would you like to accomplish on the Commission or Board while you are involved?

I would just love the opportunity to share my knowledge and help ensure that the path forward maintains the charm of Minturn while also ensuring the safety of its citizens.

2.) What do you believe could be a concern or issue facing this Commission or Council?

Infrastructure can be an issue sometimes. Limited sidewalk space for ADA compliant ingress and egress, as well as the interior environments of historical buildings. Don't get me started about parking... I am VERY familiar with the obstacles that can present themselves when the time comes to revitalize an area or structure. Fire protection, i.e., sprinkler systems, can kill a project dead in its tracks, however, depending on the circumstances, there are other ways of ensuring that occupant safety has been met and found to be compliant.

3.) What do you think the Town's responsibility is in overseeing and regulating residential and commercial development?

Maintain a positive stewardship of Minturn's cultural heritage and resources in such a way that development and revitalization can occur, for the most part, harmoniously.

Thank you for your interest and time commitment in serving your community.



APPLICATION FOR COUNCIL OR COMMISSION

Return completed application to:
Town of Minturn
302 Pine St, Minturn CO 81645
(or via email – see previous page)

What Board or Commission are you interested in serving on? HPC

Name: Ken Halliday

Mailing Address: PO Box 1153, Minturn

Residence (Physical Address): 811 Main

Phone: 210-867-1514

Email: khalliday62@gmail

Length of Residency in the Town of Minturn: 7ys Are You Over 18 Years of Age? Y

Are You Currently a Registered Voter in the Town of Minturn? N

Current Occupation: Retired

Employer: NA

I hereby certify and affirm that all the information contained in this application is true, complete and correct. I understand that false or misleading statements or the omission of important information made on this application or any time during the process may disqualify me from serving for this position. I understand that the Board of Trustees must appoint members to all Boards and Commissions.

Ken Halliday
Applicant's Signature

7/31/25
Date

(FOR INTERNAL USE ONLY)

Appointed: Yes No

New Appointment Reappointment

Appointment Date: Term expiration:



1.) Tell us briefly about yourself, why you are interested in being appointed and what experience or education would you bring to this Commission or Council?

Redevelopment of the historic
Pearl Brewery in San
Antonio

2.) Why do you wish to be appointed/reappointed to this Commission or Council?

Believe the history of place
is so important for
a community

3.) Are you aware of the time commitment and do you have the personal time to devote to this Commission or Council?

yes

4.) What other Boards have you served on?

Various private boards, mostly
business but some non-profit



1.) If appointed, what would you like to accomplish on the Commission or Board while you are involved?

~~Help~~ Help the town clarify which buildings are truly historic & should be protected.

2.) What do you believe could be a concern or issue facing this Commission or Council?

Lack of clarity which structures will be preserved.
Lack of clarity about the impact of a building being designated historic.

3.) What do you think the Town's responsibility is in overseeing and regulating residential and commercial development?

Steward the growth of the community without losing the sense of community.

Thank you for your interest and time commitment in serving your community.



APPLICATION FOR COUNCIL OR COMMISSION

Return completed application to:
Town of Minturn
302 Pine St, Minturn CO 81645
(or via email – see previous page)

What Board or Commission are you interested in serving on? Historic Preservation Commission

Name: Tammy M. Ramsey

Mailing Address: 301 Boulder St. #1546

Residence (Physical Address): 850 Main Street Unit 2

Phone: 817 939 1302

Email: tammymramsey@gmail.com

Length of Residency in the Town of Minturn: 3 1/2 yrs Are You Over 18 Years of Age? yes

Are You Currently a Registered Voter in the Town of Minturn? yes

Current Occupation: Guest Services Expert Employer: Signature Aviation

I hereby certify and affirm that all the information contained in this application is true, complete and correct. I understand that false or misleading statements or the omission of important information made on this application or any time during the process may disqualify me from serving for this position. I understand that the Board of Trustees must appoint members to all Boards and Commissions.

Tammy M. Ramsey
Applicant's Signature

7-25-25
Date

(FOR INTERNAL USE ONLY)

Appointed: ☐ Yes ☐ No

☐ New Appointment ☐ Reappointment

Appointment Date: _____ Term expiration: _____



1.) Tell us briefly about yourself, why you are interested in being appointed and what experience or education would you bring to this Commission or Council?

I am a Retired Special Education Educator that ~~has~~ Resided in Minturn for over 3 years. I fell in love with the history and charm of Minturn many years ago and sought a property to buy here for a couple of years. Finally finding the right place was so rewarding. My husband, Chris of 36 years are empty nesters with 2 sons at Colorado School of Mines. I bring many years of Committee work and leadership.

2.) Why do you wish to be appointed/reappointed to this Commission or Council?

I especially love the thought of working on this Committee to help preserve the history and rich past of a small town that I love. As a Retired teacher I bring much experience working on teams, committees and leadership to a hard working team.

3.) Are you aware of the time commitment and do you have the personal time to devote to this Commission or Council?

I am aware of the time commitment and I am Retired so this would not be a problem.

4.) What other Boards have you served on?

I have served on boards for schools for over 30 years. Text book adoptions, hiring boards, School boards, hospitality teams are just of the few places I have served. I am aware of all the procedures as well as leadership skills that are involved and I am ready to serve the town of Minturn.



1.) If appointed, what would you like to accomplish on the Commission or Board while you are involved?

If appointed, I would love to be a part of the team that scouts unique and historic properties, locates places that have rich history and those that helped shape Minturn as the unique Colorado town that it is. As well as, be creative in locating funding to help preserve these gems.

2.) What do you believe could be a concern or issue facing this Commission or Council?

My biggest concern is that growth, advancement, progress and expansion will overshadow the original history and charm that brought people here to begin with. But with the right commission the two can delicately coexist.

3.) What do you think the Town's responsibility is in overseeing and regulating residential and commercial development?

The town of Minturn has an overwhelming responsibility to maintain and balance all of the regulations between the two. All residents in this adorable town want the two developments for economic growth and peaceful residential harmony. The two can be maintained and Minturn is doing a great job at this task.

Thank you for your interest and time commitment in serving your community.



APPLICATION FOR COUNCIL OR COMMISSION

Return completed application to:
Town of Minturn
302 Pine St, Minturn CO 81645
(or via email – see previous page)

What Board or Commission are you interested in serving on? HISTORIC PRESERVATION
Name: KELLY TOON

Mailing Address: PO BOX 995

Residence (Physical Address): 631 MAIN ST

Phone: 970) 390 5732 Email: KNOOTTOON@GMAIL.COM

Length of Residency in the Town of Minturn: 22 Are You Over 18 Years of Age? YES

Are You Currently a Registered Voter in the Town of Minturn? YES

Current Occupation: CARPENTER / PROP MANAGER Employer: SELF / Tom Sullivan

I hereby certify and affirm that all the information contained in this application is true, complete and correct. I understand that false or misleading statements or the omission of important information made on this application or any time during the process may disqualify me from serving for this position. I understand that the Board of Trustees must appoint members to all Boards and Commissions.

[Signature]
Applicant's Signature

July 29, 25
Date

(FOR INTERNAL USE ONLY)

Appointed: ☐ Yes ☐ No

☐ New Appointment ☐ Reappointment

Appointment Date: _____ Term expiration: _____



1.) Tell us briefly about yourself, why you are interested in being appointed and what experience or education would you bring to this Commission or Council?

I'VE SERVED ON BOARD AND WOULD
LIKE TO RENEW MY APPLICATION.
I'VE REMODELED OLD HOUSES IN TOWN FOR
PAST 25 YEARS AND HAVE A DEGREE IN ARCHITECTURE
FROM CAL POLY.

2.) Why do you wish to be appointed/reappointed to this Commission or Council?

I FEEL LIKE I HAVE A BETTER UNDERSTANDING
OF THE TOWN'S HISTORY, ARCHITECTURE, AND
UNIQUE PERSONALITIES THAT OVER TIME
HAVE MADE MINTURN A SPECIAL PLACE.
AND I HOPE TO PRESERVE ITS CHARM
THAT IS LACKING FROM OTHER LOCAL AREAS.

3.) Are you aware of the time commitment and do you have the personal time to devote to this Commission or Council?

YES

4.) What other Boards have you served on?

SURF BOARD, SKATE, AND
SNOWBOARD. . . LOL. . .
I HAVE ONLY BEEN ON H.P.C. BUT
I HAVE BEEN TO MANY OTHER TOWN
MEETINGS OVER THE PAST 25 YEARS.
I WAS ON MINTURN/REDCLIFF VOLUNTEER
FIREDEPT ALSO.



1.) If appointed, what would you like to accomplish on the Commission or Board while you are involved?

CURRENTLY WORKING ON MOVING MYERS
BARN TO PRESERVE AND POSSIBLY BE
UTILIZED AS A HISTORIC MUSEUM

2.) What do you believe could be a concern or issue facing this Commission or Council?

BALANCE OF PRESERVING HISTORIC BUILDINGS
AND PROPERTY OWNERS RIGHTS AND
FREEDOMS.

3.) What do you think the Town's responsibility is in overseeing and regulating residential and commercial development?

TO PRESERVE THE HISTORY AND UNIQUE
CHARM THAT BROUGHT MOST RESIDENTS
HERE IN THE FIRST PLACE.
KEEP MINTURN FROM BLENDING IN TO
THE REST OF THE VALLEY, BY PRESERVING
ITS UNIQUE CHARM, HISTORY AND CHARACTER.

Thank you for your interest and time commitment in serving your community.

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 33 – SERIES 2025**

**A RESOLUTION APPOINTING HISTORIC PRESERVATION COMMISSION
MEMBERS**

WHEREAS, The Minturn Historic Preservation Commission (“HPC”) Members are appointed by the Town Council pursuant to Minturn Municipal Code Section 19-2-10; and

WHEREAS, pursuant to Minturn Municipal Code Section 19-2-30(1), the HPC is required to be appointed to staggered three year terms; and

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

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

NAME	TERM
_____	July 31, 2028 – 3yr
_____	July 31, 2028 – 3yr

INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this 6th DAY OF AUGUST, 2025.

TOWN OF MINTURN

By: _____
Earle Bidez, Mayor

ATTEST:

Jay Brunvand, Town Clerk

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 34- SERIES 2025**

**A RESOLUTION SUPPORTING ALTERNATIVE 4 IN THE HOLY CROSS ENERGY
115KV AVON-GILMAN TRANSMISSION LINE ENVIRONMETAL ASSESSMENT**

WHEREAS, Holy Cross Energy (HCE) has submitted a proposal to the U.S. Forest Service for the construction of an 8.9-mile 115 kV transmission line between the Avon Substation and Gilman Substation, as described in the Environmental Assessment (EA) for the HCE Avon–Gilman 115 kV Transmission Line, June 2025; and

WHEREAS, the Town of Minturn participated in the NEPA process, providing comments on visual impacts, wildlife habitat, recreation, and community character, resulting in the development of Alternative 4 as a preferred alignment that incorporates extended undergrounding through Minturn; and

WHEREAS, Alternative 4 would place approximately 4.1 miles of the line underground through Minturn (EA §2.4), eliminating visual impacts at Dowd Junction, the Game Creek Trailhead, and the Minturn Bike Park (EA Figures 4, 5, and 7); and

WHEREAS, Alternative 4 directly responds to community concerns by minimizing scenic and recreational impacts, reducing potential wildlife disturbance, and preserving the historic and visual character of the Town of Minturn (EA §4.13 Wildlife, §4.16 Recreation, §4.17 Scenery Resources); and

WHEREAS, the Environmental Assessment concludes that Alternative 4 is the environmentally preferable and community-compatible alternative, as it reduces overhead structure mileage compared to Alternatives 2 and 3, requires no permanent new roads on National Forest System lands, and retains safe and reliable electric service with system redundancy (EA §§2.4, 4.3, 4.20); and

WHEREAS, the Town Council wishes to approve a letter on behalf of the Town of Minturn and directed to the Forest Supervisor for the White River National Forest, as set forth in **Exhibit A** (the “Letter”), encouraging the Forest Service to adopt Alternative 4 as the preferred alternative for the project; and

WHEREAS, the Town Council of the Town of Minturn recognizes that supporting Alternative 4 is in the best interest of the Town to protect scenic resources, recreation, and community character while allowing critical infrastructure improvements to proceed.

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

1. The foregoing recitals are incorporated herein as findings of the Town Council.
2. The Town of Minturn formally supports Alternative 4 as the preferred alternative for the Holy Cross Energy Avon–Gilman 115 kV Transmission Line project, as described in the June 2025 Environmental Assessment.

3. The Town Council hereby approves the Letter in substantially the same form as set forth in **Exhibit A**, as determined to be satisfactory to the Town Attorney, and authorizes the Mayor to execute the same. The Town Council ratifies and approves all actions taken by the Town to date with respect to participation in public involvement for the EA.
4. The Town **requests that the White River National Forest Responsible Official select Alternative 4** and ensure that all **Project Design Criteria (PDCs), seasonal restrictions, and appropriate monitoring measures** are included to minimize environmental and community impacts.
5. Adoption of this resolution **does not waive the Town's right** to provide additional comments or request further mitigation during the NEPA process, including under **36 CFR Part 218 pre-decisional review**, if new information arises or project conditions warrant.
6. The Town Manager is directed to transmit this Resolution to the Eagle–Holy Cross Ranger District and all cooperating agencies to be included in the project record.

INTRODUCED, READ, APPROVED, ADOPTED, AND RESOLVED this 6th day of August, 2025.

TOWN OF MINTURN

Earle Bidez, Mayor

ATTEST:

Jay Brunvand, Town Clerk

EXHIBIT A

Letter in Support of Alternative 4



Town of Minturn
302 Pine St.
PO Box 309
Minturn, CO 81645
<https://www.minturn.org>

August 6th, 2025

Brian Glaspell, Forest Supervisor
White River National Forest
c/o Leanne Veldhuis, District Ranger
Eagle-Holy Cross Ranger District
White River National Forest
P.O. Box 190
Minturn, CO 81645
leanne.veldhuis@usda.gov

RE: Town of Minturn Comments on Environmental Assessment for Avon-to-Gilman 115-kV Transmission Line Project

NEPA Project #57224

Dear Forest Supervisor Glaspell,

On behalf of the Town of Minturn, we write to express our appreciation for the opportunity to comment on the *Environmental Assessment (EA)* for the proposed Holy Cross Energy Avon-to-Gilman 115-kV Transmission Line. We especially appreciate the Forest Service's efforts to develop and analyze **Alternative 4**, which responds directly to concerns raised by our community regarding visual impacts, right-of-way conflicts, and community character.

Support for Alternative 4

The Town of Minturn **strongly supports Alternative 4** as the preferred alternative for this project. Alternative 4 represents a thoughtful and responsive approach that balances regional energy reliability goals with the protection of Minturn's unique mountain town character, scenic viewsheds, and environmental values. Key reasons for our support include:

- **Reduction in Visual Impacts:** By undergrounding the transmission line through the town and key public-facing segments, Alternative 4 preserves critical viewsheds near the Game Creek Trailhead, Minturn Bike Park, River View Cemetery, and adjacent residential areas. This directly addresses community concerns raised during prior comment periods.
- **Respect for Community and Cultural Resources:** Alternative 4 minimizes above-ground infrastructure within town limits, reducing impacts to historic and recreational areas and aligning with the Town's long-standing efforts to preserve its cultural and aesthetic values.
- **Improved Right-of-Way Compatibility:** The underground routing through Minturn avoids potential conflicts with land use, transportation corridors, and municipal infrastructure that would have arisen under Alternatives 2 and 3.
- **Public Safety and Fire Mitigation:** Undergrounding the line through fire-prone areas near the town reduces risk of ignition and enhances long-term public safety in this wildland-urban interface zone.



Town of Minturn
302 Pine St.
PO Box 309
Minturn, CO 81645
<https://www.minturn.org>

Request for Continued Coordination

The Town of Minturn remains committed to regional infrastructure planning and values our partnership with the Forest Service and Holy Cross Energy. We respectfully request continued coordination during final design and permitting to ensure:

- Construction methods and staging are sensitive to adjacent neighborhoods, recreation assets, and seasonal tourism.
- Restoration and revegetation efforts reflect the Town's ecological and visual standards.
- Opportunities for community information and engagement are maintained throughout implementation.

We commend the Forest Service for its comprehensive analysis and for listening to local concerns through the development of Alternative 4. The Town supports the issuance of a Special Use Authorization for the project as described in Alternative 4 and urges its selection in the final decision.

Thank you for your consideration.

Sincerely,

Earle Bidez

Mayor, Town of Minturn

ebidez@minturn.org



FUTURE MEETING AGENDA ITEMS

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

August 20, 2025

- Special Presentations from ECSO and TreeTop Child Advocacy Center
- Ordinance 07 – Series 2025 (Second Reading) - An Ordinance Authorizing an Encroachment Agreement for 501 Pine St.
- Ordinance __ - Series 2025 (First Reading) An Ordinance Amending Chapter 16 to Provide Zoning for Psilocybin and Healing Centers
- 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

September 3, 2025

- ERWSD Presentation
 - The Excessive Water User Campaign, and
 - Mandatory regulatory-driven upgrades to the regional wastewater treatment facility, including funding options and general obligation bond question that will appear on the November coordinated election ballot.
- Ordinance __ (First Reading) - An Ordinance Adopting the 2024 Model Traffic Code (with Amendments) – Legal/Krieg
- Ordinance __ - Series 2025 (Second Reading) An Ordinance Amending Chapter 16 to Provide Zoning for Psilocybin and Healing Centers

September 17, 2025

- Ordinance __ (Second Reading) - An Ordinance Adopting the 2024 Model Traffic Code (with Amendments) – Legal/Krieg
- Ordinance amending Chapter 7, Article 8 regarding air quality (Section 7-8-30 Solid Fuel Burning Devices) to allow for EPA rated wood burning devices in new construction

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
- Adoption of the updated Regional Housing Authority Action Plan
- Traffic Calming
- Golf Cart Discussion