



## **Agenda**

### **Town Council Regular Meeting | 5:30 PM**

**Wednesday, September 17, 2025**

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

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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](http://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/87814220402>

**Zoom Call-In Information:** 1 651 372 8299 or 1 301 715 8592 **Webinar ID:** 878 1422 0402

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

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

#### **1. Call to Order**

#### **2. Roll Call and Pledge of Allegiance**

#### **3. Approval of Consent Agenda**

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

##### **A. 09-03-2025 Minutes**

**B. Liquor License:** Deutschman Family LLC, DBA Kirby Cosmo's BBQ Bar annual renewal of a Hotel and Restaurant Liquor License, Mark Tamberino Owner/Manager, 474 Main St

**C. Liquor License:** El Fraile LLC, DBA The Mexican Bar & Grill annual renewal of a Hotel and Restaurant Liquor License, Juan Flores Owner/Manager, 160 Rail Road Ave

**D. Festival Permit - Minturn Fall Festival**

**4. Approval of Regular Agenda**

Opportunity for amendment or deletions to the agenda.

**5. Liquor Authority**

- A. Liquor License: Marcum Terry, DBA Shop N Hop #12 annual renewal of a Retail Liquor License, Terry Marcum Owner/Manager, 401 Main St

**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
- B. Budget Schedule

**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 09 - Series 2025 (Second Reading), An 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
- B. Ordinance 10 - Series 2025 (Second Reading) An Ordinance Amending Chapter 19, Article 5 to Add the Secretary of Interior's Design Guidelines as a Review Standard
- C. Resolution 38 - Series 2025, A Resolution Supporting Eagle River Water & Sanitation District Ballot Measure on General Obligation Bond for Regional Wastewater Facility Upgrades
- D. Resolution 39 - Series 2025, A Resolution Approving an IGA with the Town of Red Cliff for a Temporary Employee Share
- E. Resolution 37 - Series 2025, A Resolution Authorizing an Agreement with a Municipal Advisor
- F. Resolution 41 - Series 2025, A Resolution Approving a Contract for Little Beach Park Improvements
- G. Resolution 40-Series 2025, A Resolution for Little Beach Park CPW Trail Grant

**12. Discussion / Direction Items**

- A. CORE IMPACT Accelerator Grant

### **13. Future Agenda Items**

#### **A. Future Meeting Topics**

### **14. Adjourn**

#### **Information Only Items**

Upcoming Council Meetings: 10/1, 10/15, 11/5. DDA Plan of Development Workshop: 10/20 - 10/22. Upcoming Special Events: Hometown Throwdown 2.0 (Minturn SeptemberFest) Saturday 9/27, October First Friday at Kirby Cosmo's (10/3).



## **Agenda**

### **Town Council Regular Meeting | 5:30 PM**

**Wednesday, September 3, 2025**

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

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#### **Meeting Access Information and Public Participation:**

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**Zoom Call-In Information:** 1 651 372 8299 or 1 301 715 8592 **Webinar ID:** 854 3045 7242

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

#### **1. Call to Order**

Mayor Earle Bidez called the meeting to order at 5:30pm.

#### **2. Roll Call and Pledge of Allegiance**

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

Staff present: Town Attorney Michael Sawyer), Town Manager Rob Gutierrez, Town Clerk Jay Brunvand (zoom), and Town Planner 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. 08-20-2025 Minutes**

Motion by Gusty K., second by Eric G., to approve the Consent Agenda of 09/03/2025 as presented, motion passed 6-0. Note: Kate Schifani was excused absent.

### **4. Approval of Regular Agenda**

Opportunity for amendment or deletions to the agenda.

Motion by Eric G., second by Gusty K., to approve the Agenda of 09/03/2025 as presented, motion passed 7-0.

### **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.

### **7. Council and Committee Reports**

Lynn F. noted the fires in the area and asked all to be careful.

Gusty K. updated on the Highfive Board meeting he attended and the 10/5 40<sup>th</sup> anniversary celebration for the organization. He also reminded all of the 1<sup>st</sup> Friday event this week from 4-6pm at the Saloon.

Earle B. updated on the USFS meeting re the gun range. This will be a meeting on 09/08/25. Once a process is established it will be brought to the Council and a public meeting.

### **8. Staff Reports**

#### **A. Manager's Report**

#### **Top Updates**

- 1. Highlands Property** – Broker interviews scheduled; recommendation expected **Aug 20**.
- 2. Municipal Advisor** – Town Council selected Troy Bernberg of Northland Securities.
- 3. Water Treatment Plant** - 90% design nearing completion; updated cost estimates

pending.

4. **Bellm Bridge** - CDOT RFQ posted. Town Council Selection October 1<sup>st</sup>.
5. **Taylor Street Repaving** – Public bid posting is pending for fall or spring 26' construction.

### **Active Initiatives**

#### **Highlands Property**

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

#### **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 September** 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.
- Avon-Eagle County led Multijurisdictional Housing Authority exploration project will begin this fall, expect a presentation and discussion with Town Council.
- Avon leading work to ensure the Regional Housing Needs Assessments is compliant with DOLA requirements.

#### **Community Activation**

- Held 1<sup>st</sup> Town Manager's Advisory Committee meeting on August 19<sup>th</sup>. Monthly meetings will continue every 3<sup>rd</sup> Tuesday at 4pm at Town Hall or other locations as notified.

#### **Parks and Recreation**

- Submitted a Letter of Interest for Colorado Parks & Wildlife's Non-Motorized Trail Planning Grant for Little Beach Park on August 28<sup>th</sup>.

#### **Economic Development**

- Staff are exploring potential town-led strategies to develop and grow small businesses.
- 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:** 90% design nearing completion. Q&A with Town Council scheduled for September 3.

**Cost Estimate:** ~\$11M at 60% design; updated estimate pending.

**Next Steps:** Discussion and financial modeling with Municipal Advisor.

### **Little Beach Park & Historic Meyer's Barn**

**Status:** Access road and retaining wall out to public bid.

**Next Steps:** Council award and approval targeted for September 17.

**Pre-Bid Meeting:** Scheduled for Tuesday, September 2.

### **US 24 Pedestrian Improvement**

**Status:** Sidewalk extension project underway. Formal schedule of work is pending.

**Next Steps:** Construction.

### **North Main Street Pedestrian Improvement & Cemetery Road Crossing**

**Status:** Asphalt removal and widening in progress near Minturn Townhomes.

**Community Coordination:** On-site meetings held in late August with the Town Engineer, Eagle River Inn, and Minturn Saloon.

**Next Steps:** Awaiting utility relocations from Xcel and Comcast.

### **Bellm Bridge Design RFQ**

**Status:** RFQ posted; inquiries accepted until September 15.

**Next Steps:** Selection and initial review scheduled for October 1<sup>st</sup>.

### **Taylor Street Repaving**

**Status:** Design complete. Public bid posting is pending.

**Next Steps:** Town Council bid approval and selection October meeting TBD.

Note: Kate S. arrived at 5:40

## **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.

### **A. ERWSD:**

1. The Excessive Water User Campaign, and
2. 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.

Water and wastewater utilities continue to face challenges resulting from growing regulatory pressures, aging infrastructure, risks from climate impacts such as droughts, fires, and mudslides, and the rising costs driven by these combined challenges.

Ms. Siri Roman and David Norris will present two key priorities currently being undertaken

by the Eagle River Water & Sanitation District:

**Water Conservation Update - Excessive Water User Campaign:** The 2025 Excessive Water User campaign aims to significantly reduce water consumption among the highest residential water users within the District and Authority service areas to help reach the goal of a 400 acre-feet water savings by 2026. The campaign is utilizing targeted outreach, communication, education, and support to drive conservation behavior among homeowners who were in Tier 5 (30,000 gallons or more) water use for three or more months in 2024.

**Funding Options for the Regional Wastewater Treatment Facility in Edwards:** The District owns and operates three interconnected wastewater treatment facilities; all of which are subject to Regulation 85 (a state control regulation focused on reducing nutrients (nitrogen and phosphorus) in Colorado's lakes, rivers, and streams. In 2023, the District completed a \$64 million nutrient upgrade project at the Avon Wastewater Treatment Facility. The District's wastewater discharge permits require that similar upgrades be completed at the Regional Wastewater Treatment Facility in Edwards by 2029. The Edwards facility treats District-wide (Vail to Edwards, including Minturn) wastewater solids and produces Class A biosolids. This project is primarily driven by regulatory requirements from the Colorado Department of Public Health and Environment (CDPHE) and addresses critical needs to the District's aging infrastructure. The project is currently 60% designed using integrated project delivery, and it is estimated to cost approximately \$93 million. The District will ask voters in the November general election to fund the project through a mill levy increase (general obligation bond). The alternative is to fund the project through a rate increase (revenue bond).

## **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. Resolution 36 - Series 2025 A Resolution Approving Variance 2024-01 (161 Main Street) Extension**

Council is asked to approve Resolution 36 - Series 2025 granting an extension to Variance 2024-01 at 161 Main Street. Introduction Stefanie and Spence Neubauer were granted relief from the rear setback in the 100 Block: A Zone District on September 3, 2024. While they have been working diligently to get to the point where they are ready to apply for a building permit, there have been unforeseen stumbling blocks that have slowed them down. Sec. 16-21-650 states that a variance is valid for one year unless an extension is granted by Council. Analysis Upon written request, an extension of the variance permit may be granted by the Town Council, not to exceed one (1) year, if the applicant demonstrates that: (1) Failure to proceed with development was beyond the applicant's control. (2) The approved development is not speculative in nature. (3) The approved development still complies with this Chapter and the Community Plan. (4) There is reasonable likelihood that the approved development will be developed in the next year. According to the attached letter from one of the applicants, staff believes that all of these findings can be met.

Motion by Gusty K., second by Lynn F., to approve Resolution 36 - Series 2025 approving a one-year extension to Variance 2024-01 for 161 Main Street as presented. Motion passed 7-0.

- B.** Ordinance 08 - Series 2025 (Second Reading) An Ordinance Amending Chapter 16 of the MMC to Add Article 27, Natural Medicine Businesses and to Make Changes to the Use Tables in Sections 16-5-40, 16-6-70, and 16-7-60.

In 2022, Colorado voters approved Proposition 122: “Access to Natural Psychedelic Substances” (the “Natural Medicine Health Act” or the “Act”), which legalizes the supervised use of psychedelic mushrooms at licensed facilities by individuals 21 years and older. The Act authorizes the State to promulgate rules and regulations for the operation of licensed natural medicine businesses. Local governments may not prohibit licensed natural medicine facilities but may regulate the time, place, and manner of operation of such facilities.

In 2023, the State published the Colorado Natural Medicine Code, establishing the regulatory structure for the operation of natural medicine businesses, including licensing and registration and requirements for the use, cultivation, manufacture, and testing of natural medicine substances.

The purpose of the Ordinance, attached as **Exhibit A**, is to regulate the time, place, and manner of operation of licenses issued pursuant to the Colorado Natural Medicine Code. Staff has determined that the most appropriate zoning districts for operation of natural medicine healing centers—where natural medicine services are provided under supervision—are in the Grouse Creek Character Area Commercial Zone, the 100-Block Commercial Zones, the Old Town Commercial Zone, the Old Town Mixed Use Zone, and the South Town Character Area Commercial Zone. Planning Commission recommended natural medicine healing centers be permitted on the second floor or above, not on the first floor, in the 100-Block Commercial Zones. Other natural medicine businesses, including cultivation facilities, products manufacturers, testing facilities, and other licensed natural medicine businesses would be permitted in the Grouse Creek Area Commercial Zone. The Ordinance also limits any natural medicine business to be at least 1,000 feet from any day care center, preschool, school, or family childcare home. The hours of operation of natural medicine businesses are restricted from 7:00 a.m. to 9:00 p.m. All other operations of natural medicine businesses must conform to state regulations.

On August 13, 2025, Planning Commission recommended Town Council approve the Ordinance. Staff advises Town Council adopt the Ordinance.

Changes from First Reading: changes to commercial and mixed-use zones to allow healing centers as a use by right.

Brian R. asked if this was in line with actions taken by other municipalities; Mike S. confirmed.

Tom P. outlined his concerns.

#### Public Hearing Opened

Mr. Dave Bumgard at Minturn North asked clarification questions.

#### Public Hearing Closed

Motion by Eric G., Second by Gusty K., to approve Ordinance 08 - Series 2025 (Second Reading) An Ordinance Amending Chapter 16 of the MMC to Add Article 27, Natural Medicine Businesses and to Make Changes to the Use Tables in Sections 16-5-40, 16-6-70, and 16-7-60 as presented. Motion passed 6-1 (Tom P. voted nay)

**C. Ordinance 09 - Series 2025 (First Reading) An Ordinance Amending Chapter 7, Article 8 of the MMC to allow for the Installation of Phase III Certified Wood Burning Devices**

This ordinance is being presented to the Town Council as a minor amendment to the Town's air quality regulations to allow for new technology, Phase III rated solid fuel-burning devices in new construction and in renovations/remodels as an alternative heat source.

#### **Background and Analysis:**

Chapter 7, Article 8 – *Air quality control*, of the Minturn Municipal Code (MMC) sets forth the purpose and regulations applicable to air quality control, specifically the requirements for the installation, maintenance, replacement and use of “Solid fuel burning devices” such as wood burning fireplaces and wood stoves within the Town. Section 7-8-10 – Purpose and applicability, MMC states:

- (a) *These regulations are enacted for the purpose of promoting the health, safety and general welfare of the residents and visitors in the Town. These regulations are intended to achieve the following more specific purposes:*
- (1) *To protect the air quality in the Town;*
  - (2) *To reverse the trend towards increased air degradation in the Town;*
  - (3) *To **provide heat sources which are efficient but have a reduced polluting effect**; and*
  - (4) *To generally protect the air for the purpose of the public's health, safety and welfare.*
- (b) *The provisions of this Article shall apply to all areas of the Town.*

Article 8 provides this definition of Solid fuel-burning device:

*“Solid fuel-burning device means any fireplace, stove, firebox or device intended and/or used for the purpose of burning wood, coal, pulp, paper or other nonliquid or nongaseous fuel. This definition specifically excludes non-commercial barbecue devices used to cook food outdoors.”*

At least since 2008, the Town has restricted home heating devices and appliances in new construction to electric, pellet stoves, or gas appliances. Staff's understanding is that the Town's restrictions on the installation of solid fuel-burning devices in new construction were adopted to address poor air quality resulting from the use of wood-burning fireplaces and stoves within the Town.

However, the Town has allowed the *replacement* of solid fuel-burning devices in older homes with "Phase II" appliances meeting the requirements of the State of Colorado Air Quality Control Commission Regulation No. 4. These types of appliances or devices typically are designed to burn solid fuel (wood) at a certain temperature and/or are designed to ensure that smoke is effectively re-burned or incinerated prior to being exhausted. Pellet stoves operate in a similar manner.

Discussion ensued as to how this would work and how the new stoves are rated.

Public Hearing Opened

Mr. Robert Creasy, 4 something Pine St, noted that the stoves are very efficient.

Public Hearing Closed

Motion by Gusty K., second by Lynn F., to approve Ordinance No. 9, Series 2025 on first reading as amended to not allow coal. Motion passed 7-0.

**D. Ordinance 10 - Series 2025 (First Reading) Amending Chapter 19, Article 5 to Add the Secretary of Interior's Design Guidelines as a Review Standard**

Last year there were amendments to Chapter 19 that staff has since discovered have some unintended consequences, so this ordinance is being presented in efforts to correct the oversight. At the June 5, 2024, meeting Council discussed balancing historic preservation, economic feasibility, and the utilization of property, particularly in the Town's downtown, commercial generating area. In response to this a work session was scheduled at the July 17, 2024 meeting.

During the work session staff brought forth nine different ideas for Council to discuss and give direction on. Staff was directed to bring back an ordinance addressing Options 1-7:

- Option 1: Eliminate the requirement for two sets of design review guidelines
- Option 2: Eliminating potentially redundant approval requirements
- Option 3: Allow for historically designated structures in the downtown corridor to have the immediate ability to functions as short term rentals on all floors
- Option 4: Encourage historic preservation reinvestment as part of the Downtown Development Authority Operations Plan
- Option 5: Require a minimum of two nominators for a structure to be nominated for historic designation
- Option 6: Create a process whereby property owners can determine if their

structure would be historically designated without necessarily “supporting” such a designation

Option 7: Allow residential in the Downtown Character Area on the back 50% ground floor of historically designated commercial buildings to create live/work opportunities

All of this ended up being addressed in Ordinance 20 - Series 2024 which was passed September 2024. Unfortunately, since then staff has discovered that as a Certified Local Government the Town is required to have “Standards, criteria, and procedures for review of alterations, demolitions, or new construction. They must be consistent with the Secretary of the Interior’s Standards and Guidelines for Archaeology and Historic Preservation.” - Colorado CLG Handbook pg. 4. As such, staff is presenting an ordinance for review to add back in the Secretary of Interior’s Standards and Guidelines in Article 5 where it was previously located. Staff presented this ordinance to the HPC to receive feedback and received a recommendation of approval at their August 19, 2025 meeting.

Public Hearing Opened

Ms. Lynn Teach 253 Pine St asked clarifying questions how his would be tax advantageous.

Public Hearing Closed

Motion by Tom P., second by Kate S., to approve Ordinance No. 9, Series 2025 on first reading as presented. Motion passed 7-0.

**E. Resolution 37 - Series 2025, A Resolution to enter Into an Agreement with a Municipal Advisor**

At the last Council meeting, Troy Bernberg of Northland Public Finance made a presentation about his services as a municipal advisor with respect to the Town’s financing of the new water treatment plant. Troy presented me with a draft agreement to provide municipal advisor services to the Town. I have reviewed the Northland agreement and compared it to other municipal advisor contracts and the proposal that Troy made to the council. I have added or modified a number of provisions to be consistent with the services that were identified during the Council presentation as well as provisions from other standard municipal advisor agreements.

The scope of services to be provided by Northland is comprehensive to identifying financing strategies, pursuing financing in the bond market, and ultimately issuing the bonds. As identified by Troy during his presentation, his company Northland does act as a bond broker. That said, the Town is under no obligation to use Northland’s services for this function. Instead, the scope of services makes clear that Troy will be acting pursuant to various fiduciary duties to identify a range of financing options for the water treatment plant. These services include investigating different finance options, identifying rate and fee structures under financing options, working with Town staff and council to make decisions around the best option for financing the water treatment plant, working with the Town's bond counsel, and facilitating the issuance of the



bonds.

In exchange for Troy's work, he will be compensated based upon the total amount of the bond issuance. A formula is included in the agreement. At the end of the day, the total compensation to Northland will not exceed \$45,000. The Town has no obligations under the Agreement to issue any debt and if no debt is issued no compensation is owed to Northland.

Mr. Spense Neubauer, 444 Eagle St, commented on the process of public and private funding.

Troy B. confirmed as a Muni advisor they could not advise and offer a public funding source as an underwriter; however, this is allowed as a private offering.

Mike S. advised to bring this back completed at the next meeting.

Motion by Eric G., second by Gusty K., to continue to the 9/17/25 meeting Resolution 37 - Series 2025, A Resolution to enter Into an Agreement with a Municipal Advisor as presented to allow response to a funding question. Motion passed 7-0.

## **11. Discussion / Direction Items**

### **A. Stop Signs at Taylor and Minturn Road - new stop signs, and crosswalk art**

As part of the changes associated with the repaving of Mentor Road and Taylor Street staff is requesting council direction regarding signage, stop signs, and traffic control. During the last meeting and in discussion with residents of the Taylor Street area the town has been asked for further traffic control mechanisms. Following is a summary of emails and pictures to enhance the discussion requested.

To address the safety concerns the intersections being considered our Taylor St and 411\ 4th St and Minturn Rd, and the intersection of Minturn Road and Taylor St. The town has some signs but more will be needed including consideration of solar blink signs. Consideration will be necessary to ensure light signs will not encumber the neighborhood. We should add stop Bars at the new signs at the Taylor intersection and discuss the crosswalks - they are specified to be street art and I am not sure who will do that work. Included in the following information is a map indicating the areas of concern on Taylor Street. It is to be noted that the Taylor Street and 4th intersection adjacent a driveway, which may cause concern if a stop sign is placed in that area due to the fact that it might be in the middle of the driveway or indicate a 3 way stop when only two stop signs are present

Direction given

1. Saloon crosswalk – Jennifer Holmes noted the concept and recommended asphalt paint to enhance the longevity. Move forward with this. Tom P. asked If we could get the crosswalks painted also, Rob will look into this.

2. Stop signs – some questions on best locations for the area at the TownHomes, staff will proceed

Rob G. Advised against using stop signs as a traffic calming; that doesn't work well.

3. Stop sign at 4<sup>th</sup> and Taylor St. – yes do stop signs.

Discussion ensued as to how to calm traffic with various flower boxes etc. it is important to ask what a hazard is and what a traffic calming device is; we don't want to create a liability.

#### **B. WTP Design and Cost Estimates Walkthrough (HDR, Jarod Limke)**

Jarod Limke was on zoom to present.

He presented they have 90% designs for the proposed new water plant. Discussion included future capacity growth and how future growth would increase costs. The presentation included a complete walk through of the virtual plant as it is currently rendered and stood for questions.

### **12. Future Agenda Items**

#### **A. Future Meeting Topics**

### **13. Executive Session**

- A.** An Executive Session for the purpose of conferencing with the Town Attorney to receive legal advice on the topic of nuisance prosecution of Minturn Cemetery District pursuant to C.R.S 24-6-402(4)(b)

Motion by Gusty K., second by Eric G., to convene in Executive session for the purposes of conferencing with the Town Attorney to receive legal advice on the topic of nuisance prosecution of Minturn Cemetery District pursuant to C.R.S 24-6-402(4)(b) at 8:15.

Those present in the Executive Session were the Council present, Town Manager, and town attorney.

No direction was given.

#### **14. Adjourn**

Motion by Gusty K, second by Eric G., to adjourn at 8:49pm. Motion passed 7-0.

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Earle Bidez, Mayor

ATTEST:

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Jay Brunvand, Town Clerk

#### **Information Only Items**

Upcoming Council Meetings: 9/17, 10/1, 10/15.

DDA Plan of Development Workshop with Ayres Associates: 10/20 - 10/22 (Details to Follow).

Upcoming Social Events:

September First Friday, 9/5 at Minturn Saloon.

Minturn SeptemberFest Saturday 9/27 (in conjunction with the VRD Cougar Ridge Classic).



To: Mayor and Council

From: Jay Brunvand

Date: September 17, 2025

Agenda Item: Annual renewal of Hotel and Restaurant Liquor License

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**REQUEST:**

Staff is requesting Council to review and approve the attached annual renewal of a Hotel and Restaurant Liquor License for Deutschman Family LLC, DBA Kirby Cosmo's BBQ Bar located at 474 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

**KIRBY COSMO'S BBQ  
 BAR  
 PO BOX 93  
 Minturn CO 81645**

| Fees Due                                                          |           |
|-------------------------------------------------------------------|-----------|
| Annual Renewal Application Fee                                    | \$        |
| Renewal Fee                                                       | 750.00    |
| Storage Permit \$100 X _____                                      | \$        |
| Sidewalk Service Area \$75.00                                     | \$        |
| Additional Optional Premise Hotel & Restaurant<br>\$100 X _____   | \$        |
| Related Facility - Campus Liquor Complex \$160.00<br>per facility | \$        |
| Amount Due/Paid                                                   | \$ 761.00 |

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 Movelt on Date

☐

Paid Online

Licensee Name

DEUTSCHMAN FAMILY LLC

Doing Business As Name (DBA)

KIRBY COSMO'S BBQ BAR

Liquor License Number

42-43371-0000

License Type

Hotel & Restaurant (city)

Sales Tax License Number

42433710000

Expiration Date

12/04/2025

Due Date

10/20/2025

### Business Address

Street Address

474 MAIN ST

Phone Number

9708279027

City, State, ZIP Code

Minturn CO 81645

### Mailing Address

Street Address

PO BOX 93

City, State, ZIP Code

Minturn CO 81645

Email

bbq@kirbycosmos.com

Operating Manager

Mark Tamberino

Date of Birth

05/27/76

**Home Address**

|                   |       |              |
|-------------------|-------|--------------|
| Street Address    |       | Phone Number |
| 381 Black bear Dr |       | 970-401-3060 |
| City              | State | ZIP Code     |
| Gypsum            | CO    | 81637        |

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\*

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

Mark Tamberino

Title

Owner

Signature

Mark Tamberino

Date (MM/DD/YY)

### 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

Mayor of Montezuma

Title

Mayor

Attest

Signature

Date (MM/DD/YY)



To: Mayor and Council

From: Jay Brunvand

Date: September 17, 2025

Agenda Item: El Fraile llc, DBA The Mexican Bar and Grill

---

**REQUEST:**

Staff is requesting Council to review and approve the attached annual renewal of a Hotel and Restaurant Liquor License for El Fraile llc, DBA The Mexican Bar and Grill located at 160 Railroad Ave.

**INTRODUCTION:**

This establishment has an existing H&R License and this is the annual renewal and staff is requesting approval through the Consent Agenda.

**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 through the Consent agenda and 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**

**THE MEXICAN BAR &  
 GRILL  
 PO BOX 1415  
 Minturn CO 81645**

| Fees Due                                                       |           |
|----------------------------------------------------------------|-----------|
| Annual Renewal Application Fee                                 | \$        |
| Renewal Fee                                                    | 750.00    |
| 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 | \$        |
| <b>Amount Due/Paid</b>                                         | <b>\$</b> |

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

EL FRAILE LLC

Doing Business As Name (DBA)

THE MEXICAN BAR & GRILL

Liquor License Number

03-15254

License Type

Hotel & Restaurant (city)

Sales Tax License Number

94897520

Expiration Date

10/28/2025

Due Date

09/13/2025

### Business Address

Street Address

160 RAILROAD AVENUE

Phone Number

9703339933

City, State, ZIP Code

Minturn CO 81645

### Mailing Address

Street Address

PO BOX 1415

City, State, ZIP Code

Minturn CO 81645

Email

Themexicanbg@gmail.com

Operating Manager

Juan Estrada

Date of Birth

09-28-1983

**Home Address**

|                         |          |              |
|-------------------------|----------|--------------|
| Street Address          |          | Phone Number |
| 160 Railroad Ave Apt. 3 |          | 970-409-2568 |
| City                    | State    | ZIP Code     |
| Minturn                 | Colorado | 81645        |

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\*

September 2026

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

Juan Estrada Flores

Title

Owner

Signature

Date (MM/DD/YY)

Juan Estrada Flores

### 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

Attest

Mayor

Signature

Date (MM/DD/YY)



To: Mayor and Council

From: Jay Brunvand

Date: September 17, 2025

Agenda Item: Consideration of a Festival Permit

---

**REQUEST:**

Staff is requesting Council to review and approve the attached Application for Colorado Liquor Festival Permit to be located on Williams St between in front of the Bunkhouse.

**INTRODUCTION:**

This application is to hold a Festival on 9/27/25. This is very limited review by the Minturn Liquor Authority and has very limited conditions of which a municipality may deny the application and none of these conditions are violated.

The conditions for denial are:

- 1) Traffic, noise, or other neighborhood concerns in a manner that is inconsistent with local regulations
- 2) Granting the permit would result in violations of the Colorado Liquor Code or local laws
- 3) Issuance would violate local zoning laws

Staff has reviewed the application, and finds none of the conditions for denial exist. Staff recommends approval of this permit.

**ANALYSIS:**

Not Applicable

**COMMUNITY INPUT:**

Not Applicable

**BUDGET / STAFF IMPACT:**

The state does not allow a fee for this application.

**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.



## Festival Permit Application

This permit is only available for the following license types:

- Beer and Wine license;
- Hotel and Restaurant license;
- Tavern license;
- Brew Pub license;
- Vintner's Restaurant license;
- Distillery Pub license;
- Manufacturer's license (beer, wine, or spirits);
- Wholesaler's license; or
- Limited Wineries

☒ Initial Application – \$50.00 Processing Fee

☐ Subsequent Festival Application - \$50.00 per festival (9 total allowed per **calendar year**, per permittee)

Note - An authorized participating licensee can participate in up to 52 festivals in a calendar year.

Legal Business Name

Colorado Aleworks, LLC

Trade Name/DBA Name

Vail Brewing Company, LLC

License Number

03-03826

License Type

Manufacturer (brewery)

Sales Tax Number

30503437-0000

Business Phone Number

970-470-4351

Email Address

garrett@vailbrewingco.com

Premises Address

41290 Units B-2/B-3 US Hwy 6

City

Avon

State

CO

ZIP Code

81620

Mailing Address

PO Box 962

City

Vail

State

CO

ZIP Code

81657

Festival Location

Parking lot in between 171 Main Street and 175 Williams St Minturn, CO

Date(s) of Festival

September 27th, 2025

What are the hours of alcohol service during each festival date(s)? (1 festival can be no more than 72 hours)

12pm - 7pm

# Attach a copy of Premises Use Authorization Letter or Lease

## Control Plan Attestation

I affirm that there are no Temporary Salesrooms at the festival's location, date, and time. Temporary Salesrooms on a festival's premises may result in the denial of the Festival Permit.

I affirm that I have attached a Security and Control plan that has been circulated and agreed upon by all participating licensees.

Applicant's Signature



Date (MM/DD/YY)

08/13/2025

Licensing Authority Signature

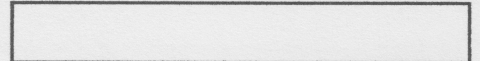


☐ Object ☐ Do Not Object

Local Licensing Authority Contact Name



Phone Number



### List of participating businesses (Attach a separate sheet if needed)

Name

Eagle River Distilling, dba Minturn Whisky Co.

License Number

03-17117

License Type

Distillery / Manufacturer

Person Responsible

Spence Neubauer

Phone Number

970-763-8660

Name

The Bunkhouse

License Number

03-06941-0000

License Type

Lodging Facility

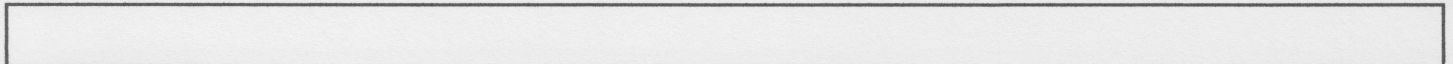
Person Responsible

Nancy Richards

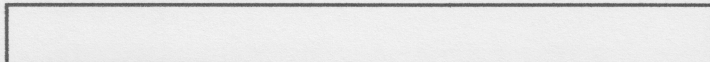
Phone Number

970-393-9003

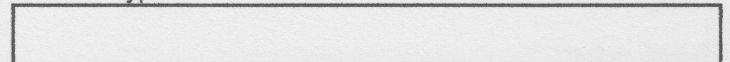
Name



License Number



License Type



Person Responsible



Phone Number

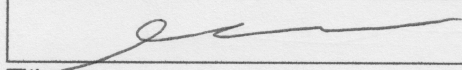




## Oath Of Applicant

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. I also know that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer and Wine Code and Colorado Liquor Rules which affect my license or permit.

Signature



Title

Date (MM/DD/YY)

Partner

08/13/2025

### Report And Approval of Local Licensing Authority (City/County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory.

Local Licensing Authority (City or County)

Date Notice was provided to Local Licensing Authority

Signature

Title

Date (MM/DD/YY)

During this festival alcohol will only be sold by the participating alcohol beverage holders (Check all that apply)

☐ In open containers for on-premises consumption

☐ In sealed containers for off-premises consumption

### Notice To Local Licensing Authority

This application for a festival permit will be granted to the above named applicant unless any of the below listed conditions apply. If any of these conditions apply please contact the state licensing authority immediately.

☐ The applicant has not provided you with at least 30 calendar days notice of the proposed festival

☐ Past festivals have had a history of violation of the Colorado Liquor Code or Colorado Liquor Rules or violations of local ordinances

☐ If granted, this permit would result in violations of the Colorado Liquor Code or Colorado Liquor Rules, or the laws of the local government

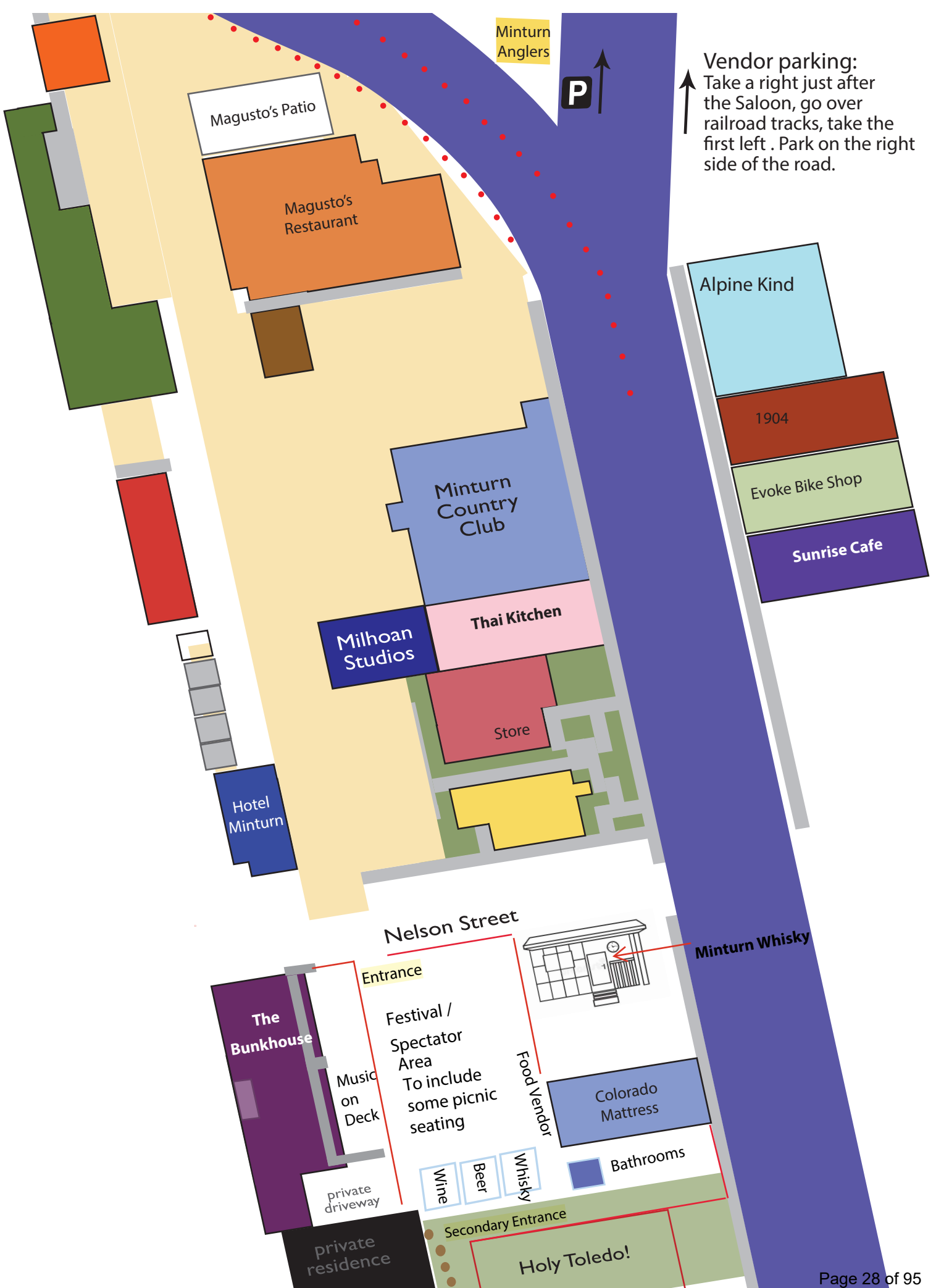
If the Local Licensing Authority objects, provide a separate page with details of the objection.

### Report of State Licensing Authority

Signature

Title

Date (MM/DD/YY)







To: Mayor and Council

From: Jay Brunvand

Date: September 17, 2025

Agenda Item: Annual renewal of a Shop N Hop Retail Liquor License

---

**REQUEST:**

Staff is requesting Council to review and approve the attached annual renewal of a Retail Liquor License for The Shop N Hop located at 401 Main St.

**INTRODUCTION:**

This establishment has an existing Fermented Beverage-Off Premises License, and this is the annual renewal.

It has been our practice to approve renewals on the consent agenda; however, I wanted to bring to the Council's attention that in 2025 The Shop N Hop had two violations as follows:

1. In March the state conducted a compliance check and the Shop N Hop sold beer to an underage individual. This resulted in a suspended five-day suspension and a fine of which they paid.
2. The second violation occurred on July 25<sup>th</sup> and cigarettes were sold to an underage individual. Although this is not directly a liquor offense, tobacco and liquor are handled by the same department at the Department of Revenue.

In both cases, the store stepped up its training of staff members and in one event the staff member is no longer with the station. When the state conducts compliance checks they handle the enforcement action as well resulting in suspensions, fines, etcetera. This second violation will be a longer suspension and a heftier fine. I have spoken with Mike Sawyer and he and I agree that as long as the state enforcement is upheld, the town does not need to do our own enforcement. However, because this store had violations in 2025, I did not want to put this just on the consent agenda. I have requested the owner and manager to be present at the meeting tonight in the event council has any questions and to allow Mr. Marcum an opportunity to address the issues, training, and enforcement from the state with the council.

Staff is not requesting further enforcement by the town and is requesting approval of this license renewal.

ANALYSIS: or one has  
Not Applicable

COMMUNITY INPUT:  
Not Applicable

BUDGET / STAFF IMPACT:  
The applicant has submitted the required fee of \$53.75

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**

**SHOP & HOP #12**  
**P O BOX 866**  
**EDWARDS CO 81632-**  
**0866**

| Fees Due                                                       |                 |
|----------------------------------------------------------------|-----------------|
| Annual Renewal Application Fee                                 | \$              |
| Renewal Fee                                                    | 346.25          |
| 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 | \$              |
| <b>Amount Due/Paid</b>                                         | <b>\$346.25</b> |

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  
☐ Paid Online

Uploaded to MoveIt on Date

Licensee Name

MARCUM TERRY S

Doing Business As Name (DBA)

SHOP & HOP #12

Liquor License Number

License Type

Fermented Malt Beverage and Wine (city)

Sales Tax License Number

Expiration Date

Due Date

11/01/2025

09/17/2025

### Business Address

Street Address

401 MAIN STREET

Phone Number

9708279855

City, State, ZIP Code

Minturn CO 81645

### Mailing Address

Street Address

P O BOX 866

City, State, ZIP Code

EDWARDS CO 81632-0866

Email

tmarcum.shopnhop@comcast.net

Operating Manager

Date of Birth

Terry Marcum

8-2-1953

**Home Address**

|                     |       |              |
|---------------------|-------|--------------|
| Street Address      |       | Phone Number |
| 139 W. Penstemon Ln |       | 16           |
| City                | State | ZIP Code     |
| Eagle               | CO    | 81631        |

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\*

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. *Minimum store #12 had an employee tell to a minor May. We had another sale to minor in July. We will pay a fine*

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. *Fermented Malt Beverage Shop #11 & #3 Avon, CO. Shop #11 Baysum, CO.*

### 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

*Terry Marcum*

Title

*owner*

Signature

*[Signature]*

Date (MM/DD/YY)

*08/14/25*

### 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

.....

Title

.....

Attest

.....

Signature

.....

Date (MM/DD/YY)

.....



# SEPTEMBER 2025 TOWN MANAGER'S REPORT





# MANAGER'S REPORT

## SEPTEMBER 2025



### Top Updates

1. **Council Follow-Up & Community Priorities** – Addressed Council questions on street projects, traffic calming, pedestrian safety, and crosswalk visibility.
2. **Housing & Facilities** – Preparing Town Hall apartments for employee use, pursuing an RFP to add another unit, and reviewing Town-owned sites; regional housing strategy presentation set for October 15.
3. **Capital Projects** – Major work progressing on the Water Treatment Plant, Little Beach Park & Barn, US 24 and North Main pedestrian improvements, Bellm Bridge design, and Taylor Street repaving.
4. **Economic Development & Parks** – DDA workshop scheduled for October 20–22; draft ordinance on mobile vendors planned for Fall; grant applications submitted to support recreation and business growth.
5. **Emerging Issues** – Continuing discussions with USFS and Eagle County on Minturn Shooting Range management and operations.

### Active Initiatives

#### Highlands Property

- Council committee still meeting and discussing a potential recommendation.

#### Minturn Forward

- Land Use Code update continues. Planning Commission continued to discuss Section 3 Use Regulations of the draft code at their September 10<sup>th</sup>, 2025, meeting.

#### Manager's Advisory Committee

- Current topics are events and community engagement.
- Monthly meetings will continue every 3rd Tuesday at 4pm at Town Hall or other locations as notified.

### Emerging Initiatives

#### Minturn Shooting Range

- We held a meeting with USFS, Eagle County Manager, and County Commissioner Scherr on September 8th and discussed the Town's ongoing concerns with the Minturn Shooting Range.
- Staff will be working with the USFS to review the procedures and authorities that could be granted under a permit, in order to better understand the feasibility of Town involvement in management and enforcement of the shooting range.

#### Housing

- The Town Hall currently has an occupied 1-bed/1 bath apartment and an unoccupied 3-bed/2 bath apartment. We will be repainting and installing new floor in the 3-bed and anticipate it will be occupied by a town employee in the next two months.
- A former 2-bed/1 bath apartment in Town Hall was converted into office space approximately 15 years ago. Staff are preparing an RFP to solicit bids to rebuild the space back into a 2-bed apartment. We anticipate it could be occupied by a town employee as soon as it could be made available.
- Staff are examining the current inventory of Town owned properties to determine which sites could be easily utilized to provide an additional housing unit for a Town employee at the lowest cost and on the fastest timeline.

# MANAGER'S REPORT

## SEPTEMBER 2025



- There will be a kick-off presentation from Government Performance Solutions with Town Council on October 15th, 2025, to discuss the Avon-Eagle County led Regional Housing Solutions program.

### Parks and Recreation

- We applied to the Colorado OEDIT Rural Technical Assistance Program and have been invited to participate in application review meeting September 24<sup>th</sup>. This program helps small communities plan for ways to utilize outdoor recreation to grow local business.
- Submitted a Letter of Interest for Colorado Parks & Wildlife's Non-Motorized Trail Planning Grant for Little Beach Park on August 28th.

### Economic Development

- The Downtown Development Authority will hold a workshop on its Plan of Development from **October 20–22, 2025**.
- Staff are preparing a new ordinance regulating mobile businesses and vendors, targeted for consideration in **late Fall 2025**.
- Efforts are underway to identify barriers to entry for small businesses and explore ways the Town can help create additional commercial space for startups.

## Town Council Follow Up

### September 3<sup>rd</sup>, 2025, Meeting

#### Councilor Rodine

##### Question/Comment

*Can we improve communication about current projects impacting town streets?*

##### Answer

US 24 Sidewalk Extension project information shared with Council on 9/4. Working hours 07:00 to 17:00 with some work going until 19:00. Shoulder closures and alternating one-lane traffic are expected. Email [us24@minturn@gmail.com](mailto:us24@minturn@gmail.com) or call (970)366-1392 for more information.

##### Question/Comment

*Can we explore the feasibility of low-cost and innovative traffic calming measures for streets with speeding issues?*

##### Answer

We held a meeting with Town Engineer Spanel on 9/4 to discuss potential ideas for traffic calming. We contacted the Town of Crested Butte about their efforts. The next step would be to identify proposed measures and locations for a potential Spring 2026 deployment.

#### Councilor Priest

##### Question/Comment

*The asphalt pedestrian improvement being constructed through the S curve of Minturn Road and across the UPRR tracks appears to be at grade with the street surface, giving the impression of a curb rather than a defined pedestrian walkway. Clarification on original design intent.*

##### Answer

The original concept called for a raised sidewalk in this area, but several challenges led to the decision to build the pedestrian improvement at street grade instead. The project was over budget, and we also identified unresolved right-of-way issues with the railroad.

From an engineering standpoint, a raised curb would not have worked with the current condition of Minturn Road, which is in poor shape with limited cross slope. If the curb had been set to match a future reconstructed street, parts of it would have

# MANAGER'S REPORT

## SEPTEMBER 2025



sat several inches below the existing pavement, creating steep, awkward transitions. If it had been built to the current pavement level, it would likely have been demolished once the road is reconstructed.

Reconstructing Minturn Road at the same time would have added about \$250,000 to the project. Changing to an asphalt path allowed the pedestrian connection to move forward while keeping the project within budget.

### Question/Comment

*What do we need to do to get the crosswalk on Main Street in front of Magustos and Alpine Kind repainted? Its no longer visible.*

### Answer

Town Engineer Spanel contacted CDOT and Kaleb Baugh from CDOT R3 Traffic Operations confirmed that after Highway 40 and 30 stencil projects are complete, Minturn is next on the list. Design in Spring 2026 and installation early Summer 2026.

### Councilor Gothelf

#### Question/Comment

*Are we able to improve the visibility of the crosswalks with flakes or similar high visibility materials?*

### Answer

Town Engineer Spanel confirmed we can utilize glass beads in the paint to improve visibility.

## Capital Projects

### Minturn Water Treatment Plant

**Status:** 90% design nearing completion.

**Cost Estimate:** ~\$11M at 60% design; updated estimate pending.

**Next Steps:** Discussion and financial modeling with Municipal Advisor.

### Little Beach Park & Historic Meyer's Barn

**Status:** Access road and retaining wall out to public bid. Initial site plan for the barn is complete. Relocation is expected in late Spring 2026.

**Next Steps:** Council award and approval September 17<sup>th</sup>, 2025.

### US 24 Pedestrian Improvement

**Status:** Sidewalk extension underway. US 24 Sidewalk Extension project information shared with Council on 9/4. Working hours 07:00 to 17:00 with some work going until 19:00. Shoulder closures and alternating one-lane traffic are expected. Email [us24@minturn@gmail.com](mailto:us24@minturn@gmail.com) or call (970)366-1392 for more information.

### North Main Street Pedestrian Improvement & Cemetery Road Crossing

**Status:** Asphalt removal and widening in progress near Minturn Townhomes. Fire hydrant replacement and relocation underway. Scheduled has been modified to accommodate Eagle River Inn and Saloon events.

### Bellm Bridge Design RFQ

**Status:** RFQ posted; inquiries accepted until September 15. Will be submitting a grant application to CDOT-Off System Bridge Grant Program.

**Next Steps:** Selection and initial review scheduled for October 1<sup>st</sup>.

### Taylor Street Repaving

**Status:** Design complete. Public bid posting is pending.

**Next Steps:** Town Council bid approval and selection October meeting TBD. Anticipating Spring 2026 construction.

September 11, 2025

Mr. Rob Gutierrez  
Town of Minturn  
PO Box 309  
Minturn, CO 81645  
manager@minturn.org

RE: Minturn Crosswalk Art  
Response to Council Question Regarding Street Art  
Project No. 25-0001

Dear Rob:

We briefly reviewed several publications with regard to the use of Street Art. We started with Colorado Department of Transportation (CDOT) and Federal Highway Administration (FHWA) documents and some Bloomberg publications which promote street art.

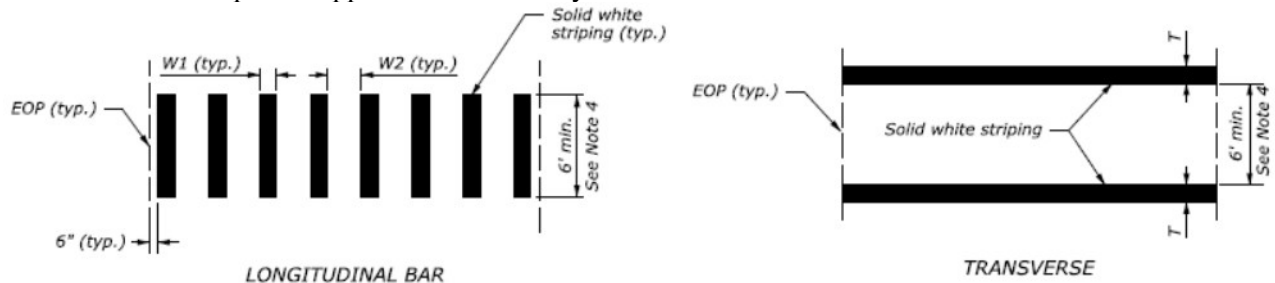
**CDOT and FHWA publications:**

- CDOT "Pedestrian Crossing Installation Guide;" 2021 Edition.
- FHWA "Manual on Uniform Traffic Control Devices" (MUTCD). Chapter 7C. Markings.
- FHWA "Pavement Markings; Pedestrian Crosswalk." Approved for use June, 2024.
- FHWA "MUTCD Interpretation Letter 3(09)-24(I) – Application of Colored Pavement".

The FHWA "MUTCD Interpretation Letter 3(09)-24(I) – Application of Colored Pavement". states artistic, eye-grabbing treatments in crosswalks are contrary to safety goals. The concern is intersection murals and other street artwork can distract motorists and encourage pedestrians and bicyclists to linger in the street. Aesthetic treatments between white transverse crosswalk lines are limited to subdued patterns and colors that do not distract drivers. Examples include repetitive brick or earth-toned patterns.

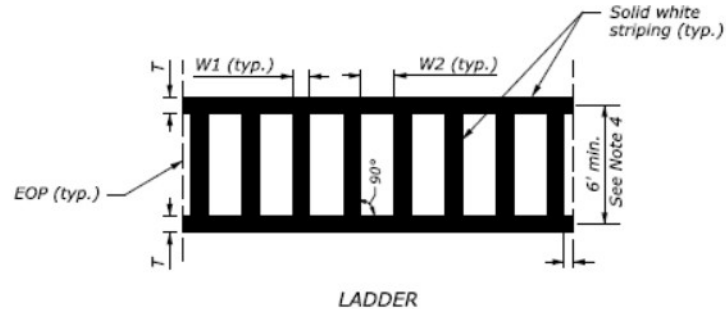
The CDOT "Pedestrian Crossing Installation Guide" references an FHWA 2005 study that concluded "On 2-lane roads, there was no significant difference in pedestrian crash rates between marked and unmarked sites" and continues; "Pedestrians using a crosswalk may have a false sense of security that all motorists will stop".

Here are some examples of approved crosswalks you are familiar with:





Mr. Rob Gutierrez  
 Town of Minturn  
 RE: Minturn Crosswalk Art  
 Response to Council Question Regarding Street Art  
 Project No. 25-0001



### Bloomberg Publications:

Bloomberg Philanthropies focuses on creating change through investment in: Arts, Education, Environment, Government Innovation, and Public Health. These publications are studies and include examples of street art.

- *"Asphalt Art Guide: How to Reclaim City Roadways and Public Infrastructure with Art"*  
Bloomberg Associates, 2019.
- *"Asphalt Art Safety Study: Historical Crash Analysis and Observational Behavior Assessment at Asphalt Art Sites"* Prepared for: Bloomberg Philanthropies by Sam Schwartz, April, 2022.

Bloomberg Street art publications show a variety of crosswalks enhanced with art, both with and without traditional Longitudinal Bars :





Mr. Rob Gutierrez  
Town of Minturn  
RE: Minturn Crosswalk Art  
Response to Council Question Regarding Street Art  
Project No. 25-0001



The *“Asphalt Art Safety Study”*; publication studies safety impacts of street art. Contrary to the studies of FHWA studies, the Bloomberg study found significantly improved safety performance in areas where asphalt art was installed.

**Conclusion:**

It is unlikely that CDOT will allow street art in Main Street limiting painted crosswalks to Town streets. Street artwork bounded by transverse stripes may be a compromise worth considering.

Please let us know of any questions.

Inter-Mountain Engineering

A handwritten signature in blue ink, appearing to read 'Jeffery M. Spanel', is written over a light blue grid background.

Jeffery M. Spanel PE

## FY 2026 BUDGET SCHEDULE

| 2024 DATE                          | DESCRIPTION                                                       | NOTES                                                                                                                                                                                                                                                                     | TO DO                                                                                                                                   |
|------------------------------------|-------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| APRIL<br>THROUGH<br>AUGUST<br>2025 | STAFF REVIEW AND PREPARATION                                      | REVIEW BUDGET AND FIELD QUESTIONS FROM STAFF AS NECESSARY. STAFF WILL HAVE OPPORTUNITY TO SUPPLY INPUT ON BOTH THEIR BUDGET AND CIP NEEDS                                                                                                                                 |                                                                                                                                         |
| SEPTEMBER<br>2025                  | <b>DISCUSSION ITEMS<br/>OR MANAGER'S<br/>REPORT AS<br/>NEEDED</b> | Discuss Preliminary Budget concerns and receive direction from Council as needed                                                                                                                                                                                          | Council to review Special Projects and Water Matters                                                                                    |
| 10/1/2025                          | COUNCIL MEETING                                                   | REVIEW BUDGET HIGHLIGHTS AND FIELD QUESTIONS FROM COUNCIL AS NECESSARY TO GAIN BUDGET INPUT AND DIRECTION FROM COUNCIL<br><br>COUNCIL WILL FORMALLY ACCEPT THE BUDGET AS REQUIRED BY C.R.S 29-1-106(1)<br>This will be a time for Council comments and Direction as well. | Council to receive Preliminary electronic Budget by October 1<br><br>AFTER MEETING POST AND PUBLISH IN NEWSPAPER THE "NOTICE OF BUDGET" |
| 11/5/2025                          | COUNCIL MEETING                                                   | PUBLIC HEARING ON THE PROPOSED BUDGET AS ACCEPTED ON OCTOBER 3RD<br><b>(ONLY ONE PUBLIC HEARING SCHEDULED)</b>                                                                                                                                                            |                                                                                                                                         |
| 11/19/2025                         | COUNCIL MEETING                                                   | 1ST READING OF BUDGET ORDINANCES:<br>- BUDGET ADOPTION ON FIRST READING<br>- MILL LEVY ADOPTION ON FIRST READING<br>- FY 2025 SUPPLEMENTAL APPROPRIATION ON FIRST READING<br>- TOWN FEE ADOPTION ON FIRST READING                                                         | PUBLISH ORDINANCES BY TITLE ONLY (FIRST READING) IN NEWSPAPER                                                                           |
| 12/3/2025                          | COUNCIL MEETING                                                   | 2ND READING OF BUDGET ORDINANCES:<br>- BUDGET ADOPTION ON FINAL READING<br>- MILL LEVY ADOPTION ON FINAL READING<br>- FY 2025 SUPPLEMENTAL APPROPRIATION ON FINAL READING<br>- TOWN FEE ADOPTION ON FIRST READING                                                         | PUBLISH ORDINANCES BY TITLE ONLY (SECOND READING) IN NEWSPAPER                                                                          |



**Town of Minturn**  
302 Pine St.  
PO Box 309  
Minturn, CO 81645  
<https://www.minturn.org>

To: Mayor and Council  
From: Scot Hunn, Consulting Planning Director  
Date: September 12, 2025  
Agenda Item: Ordinance No. 9, Series 2025 – Second Reading

---

**Request:**

Review and approve Ordinance No. 9, Series 2025 on second reading.

**Introduction:**

This ordinance is being presented to the Town Council as a minor amendment to the Town's air quality regulations to allow for new technology, Phase III rated solid fuel-burning devices in new construction and in renovations/remodels as an alternative heat source.

**Review of First Reading:**

Staff presented Ordinance No. 9 on first reading at the September 3, 2025 regular meeting of the Town Council. The only recommendation from Council was to allow staff to make the following change to the Town's current definition of "Solid fuel-burning device" – removing the word "coal" to the list of potential fuel sources - prior to second reading:

*"Solid fuel-burning device means any fireplace, stove, firebox or device intended and/or used for the purpose of burning wood, coal, pulp, paper or other nonliquid or nongaseous fuel. This definition specifically excludes non-commercial barbecue devices used to cook food outdoors."*

**Community Input:**

Public notice for the public hearing(s) to consider Ordinance No. 9, Series 2025 was provided in accordance with the requirements of the Minturn Municipal Code. At their regular meeting of September 3, 2025, the Council considered Ordinance No. 9 on first reading. Two members of the public spoke in favor of the ordinance.

**Budget/Staff Impact:**

N/A.



**Town of Minturn**  
302 Pine St.  
PO Box 309  
Minturn, CO 81645  
<https://www.minturn.org>

**Strategic Alignment:**

The Town Council's review of the Ordinance aligns with the following key strategies:

- Integrity
- Transparency
- Collaboration

**Recommended Action or Proposed Motion:**

Approve Ordinance No. 9, Series 2025 on second reading and direct staff to publish the ordinance.

**Attachments:**

- Ordinance No. 9, Series 2025

**TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 09 – SERIES 2025**

**AN ORDINANCE OF THE TOWN OF MINTURN,  
COLORADO AMENDING CHAPTER 7, ARTICLE 8 OF  
THE MINTURN MUNICIPAL CODE TO ALLOW FOR  
THE INSTALLATION OF PHASE II/III CERTIFIED  
WOOD BURNING DEVICES IN COMPLIANCE WITH  
COLORADO DEPARTMENT OF PUBLIC HEALTH AIR  
QUALITY CONTROL COMMISSION REGULATION NO. 4**

**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**, Chapter 7, Article 8 – Air Quality, of the Minturn Municipal Code (“MMC”) contains certain restrictions and regulations related to the installation, repair, and/or replacement of solid fuel-burning devices; and

**WHEREAS**, the last time that Chapter 7, Article 8, MMC, was substantively amended was 2008; and

**WHEREAS**, the State of Colorado, Department of Public Health and Environment, Air Quality Control Commission (“the State”), promulgates rules and regulations under Regulation Number 4, *Sale and Installation of Wood-Burning Appliances and the Use of Certain Wood Burning Appliances During High Pollution Days*, (“the Regulation”); and

**WHEREAS**, the State last updated the Regulation in 2024; and

**WHEREAS**, it is in the Town of Minturn’s interest to update Section 7-8-30, *Solid fuel burning devices*, MMC, to ensure that the most recent amendments to the Regulation are reflected within the MMC, and which may provide additional alternatives for Minturn residents to use new technology solid fuel burning devices that meet the intent of Section 7-8-30, MMC, and which meet or exceed the Regulation, as amended, specific to use of a “Phase III Certified wood-burning stove,” or which are listed as an Environmental Protection Agency Phase II Appliance; and

**WHEREAS**, at their regularly scheduled meeting of September 3, 2025, the Town Council approved Ordinance No. 09, Series 2025, on first reading; and

**WHEREAS**, the Town Council has determined that the text amendments to Chapter 7 of the Minturn Municipal Code as provided herein are necessary and proper.

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. Chapter 7 of the Minturn Municipal Code is hereby amended to read as follows, with additions shown in double underlined text and language to be deleted shown as ~~strike through~~ text. Sections of Chapter 7 which are not expressly described in this Ordinance are deemed to continue to be in full effect without change.

**Sec. 7-8-20. – Definitions**

*Solid fuel-burning device* means any fireplace, stove, firebox or device intended and/or used for the purpose of burning wood, ~~coal~~, pulp, paper or other nonliquid or nongaseous fuel. This definition specifically excludes non-commercial barbecue devices used to cook food outdoors.

*Wood-burning appliance* means any stove, fireplace, masonry heater, furnace, fire pit, fixture or device used, or intended for use, to burn only clean, dry, untreated wood.

**Sec. 7-8-30. – Solid fuel burning devices.**

No solid fuel-burning device shall be approved for construction or installation of, and no building permit shall be issued for, or include the installation of, any solid fuel-burning device or components thereof in the Town. No mobile or modular home shall be moved into place in the Town and hooked up to utility service which has installed within such mobile or modular home a solid fuel-burning device. The following exceptions apply:

- (1) The installation of a pellet burning stove is permitted.
- (2) The installation of a new, or replacement of an existing and functioning solid fuel-burning device is permitted when the new or replacement unit meets or exceeds the emissions standards for a Phase III wood-burning stove as described by current Colorado Air Quality Control Commission Regulation No. 4, ~~as amended,~~ or is listed as an Environmental Protection Agency Phase II Appliance.

\* \* \*

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 3<sup>rd</sup> DAY OF SEPTEMBER 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 17<sup>th</sup> DAY OF SEPTEMBER 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 17<sup>th</sup> DAY OF SEPTEMBER 2025.

TOWN OF MINTURN, COLORADO

---

Earle Bidez, Mayor

ATTEST:

By: \_\_\_\_\_  
Jay Brunvand, Town Clerk



To: Town Council  
From: Madison Harris  
Date: September 12, 2025  
Agenda Item: Ordinance 10 - Series 2025 An Ordinance Amending Chapter 19 – Historic Preservation of the MMC to Add the Secretary of Interior’s Guidelines as a Review Standard

---

**REQUEST:**

Review and approve Ordinance 10 - Series 2025 An Ordinance Amending Chapter 19 - Historic Preservation of the MMC to Add the Secretary of Interior’s Guidelines as a Review Standard.

**UPDATE:**

At the September 3, 2025 meeting a question was raised by a member of the public asking if the Town were to lose its Certified Local Government status, can individual property owners apply for tax credits and/or grants for the current historically designated properties. Staff reached out to Dr. Lindsey Flewelling at History Colorado to get an answer to this and below is her response.

“Tax credits are only available to locally designated properties in CLGs, and properties on the State or National Registers, so would not be available if Minturn were no longer a CLG. For the State Historical Fund [funding for grants], designated properties in any local government that has a program for landmarking are eligible.”

**INTRODUCTION:**

Last year there were amendments to Chapter 19 that staff has since discovered have some unintended consequences, so this ordinance is being presented in efforts to correct the oversight.

**ANALYSIS:**

At the June 5, 2024 meeting Council discussed balancing historic preservation, economic feasibility, and the utilization of property, particularly in the Town’s downtown, commercial generating area. In response to this a work session was scheduled at the July 17, 2024 meeting.

During the work session staff brought forth nine different ideas for Council to discuss and give direction on. Staff was directed to bring back an ordinance addressing Options 1-7:

1. Option 1: Eliminate the requirement for two sets of design review guidelines
2. Option 2: Eliminating potentially redundant approval requirements
3. Option 3: Allow for historically designated structures in the downtown corridor to have the immediate ability to functions as short term rentals on all floors

4. Option 4: Encourage historic preservation reinvestment as part of the Downtown Development Authority Operations Plan
5. Option 5: Require a minimum of two nominators for a structure to be nominated for historic designation
6. Option 6: Create a process whereby property owners can determine if their structure would be historically designated without necessarily “supporting” such a designation
7. Option 7: Allow residential in the Downtown Character Area on the back 50% ground floor of historically designated commercial buildings to create live/work opportunities

All of this ended up being addressed in Ordinance 20 - Series 2024 which was passed September 2024. Unfortunately, since then staff has discovered that as a Certified Local Government the Town is required to have “Standards, criteria, and procedures for review of alterations, demolitions, or new construction. They must be consistent with the Secretary of the Interior’s Standards and Guidelines for Archaeology and Historic Preservation.” - Colorado CLG Handbook pg. 4.

As such, staff is presenting an ordinance for review to add back in the Secretary of Interior’s Standards and Guidelines in Article 5 where it was previously located.

Staff presented this ordinance to the HPC to receive feedback and received a recommendation of approval at their August 19, 2025 meeting.

**COMMUNITY INPUT:**

Ongoing.

**BUDGET / STAFF IMPACT: TBD**

**STRATEGIC PLAN ALIGNMENT:**

The Town Council’s review of the Ordinance aligns with the following key strategies:

- Integrity
- Transparency
- Collaboration

**ATTACHMENTS:**

- Ordinance 10 - Series 2025 An Ordinance Amending Chapter 19 – Historic Preservation of the MMC to Add the Secretary of Interior’s Guidelines as a Review Standard.

**TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 10 – SERIES 2025**

**AN ORDINANCE OF THE TOWN OF MINTURN,  
COLORADO AMENDING CHAPTER 19, ARTICLE 5 OF  
THE MINTURN MUNICIPAL CODE ADDING THE  
SECRETARY OF INTERIOR’S DESIGN GUIDELINES AS  
A REVIEW STANDARD**

**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**, the Town of Minturn 2025-2027 Strategic Plan (hereinafter the “Strategic Plan”) values “Integrity, Transparency, Collaboration, [and] Resourcefulness” through specific strategic plan goals and policies;

**WHEREAS**, the Strategic Plan contains five key priorities for implementation; and

**WHEREAS**, the Town Council has adopted Chapter 19 Historic Preservation, Minturn Municipal Code (“MMC”); and

**WHEREAS**, Sec. 19-1-30. – Intent, MMC, states that the “intention of this Chapter is to create a reasonable balance between private property rights and the public interest in preserving the Town's unique historic character through the nomination of buildings, structures, sites, objects, and historic districts for preservation;” and

**WHEREAS**, Sec. 19-2-10. – Creation, MMC, states that “There is hereby established a Historic Preservation Commission, which shall be appointed by the Town Council, and hereinafter referred to as the (“HPC”).

**WHEREAS**, the HPC recognizes that Chapter 19 does not adequately provide direction for existing and new property owners; and

**WHEREAS**, the HPC believes that adding language to provide more direction will promote the intent of Chapter 19 by creating a reasonable balance between private property rights and the public interest; and

**WHEREAS**, at their regularly scheduled meeting of August 19, 2025, the HPC considered this ordinance and recommended approval; and

**WHEREAS**, at their regularly scheduled meeting on September 3, 2025, the Minturn Town Council approved this ordinance on first reading; and

**WHEREAS**, the HPC and Town Council have determined that the text amendments to Chapter 19 of the Minturn Municipal Code as provided herein are necessary and proper.



**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. Chapter 19 of the Minturn Municipal Code is hereby amended to read as follows, with additions shown in double underlined text and language to be deleted shown as ~~strike through~~ text. Sections of Chapter 19 which are not expressly described in this Ordinance are deemed to continue to be in full effect without change.

\* \* \*

**CHAPTER 19 – Historic Preservation**

\* \* \*

**ARTICLE 5 – Alterations to Listed Properties and Historic Districts**

\* \* \*

**Sec. 19-5-30. – Review criteria.**

- (a) Compliance with any Historic Preservation Design Guidelines adopted by the Town Council for historic properties and/or contributing properties within historic districts.
- (b) Compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties, including the Standards for Rehabilitation and with Appendix B – Minturn Design Standards and Guidelines as long as the alterations are keeping with the general character of the historic property. If there is conflict between the two standards, the Secretary of Interior's Standards for the Treatment of Historic Properties, including the Standards for Rehabilitation shall take precedent.

\* \* \*

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 3<sup>rd</sup> DAY OF SEPTEMBER, 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 17<sup>th</sup> DAY OF SEPTEMBER, 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 17<sup>th</sup> DAY OF SEPTEMBER, 2025.

TOWN OF MINTURN, COLORADO

---

Earle Bidez, Mayor

ATTEST:

By: \_\_\_\_\_  
Jay Brunvand, Town Clerk



**Town of Minturn**  
302 Pine St.  
PO Box 309  
Minturn, CO 81645  
<https://www.minturn.org>

**Date:** September 4<sup>th</sup>, 2025

**To:** Mayor and Members of the Town Council

**From:** Rob Gutierrez, Town Manager

**Subject:** Opportunity to Support Regional Wastewater Facility Upgrades via Resolution  
Mayor and Council,

Attached for your review is a proposed resolution of support for the Eagle River Water & Sanitation District's forthcoming ballot measure seeking authorization of a general obligation (GO) bond to finance required upgrades at the Regional Wastewater Treatment Facility in Edwards.

As you know, the Edwards facility is the sole treatment site for wastewater solids generated across the District's service area, including Minturn. State regulations require the District to complete \$93 million in upgrades by 2029 to maintain compliance, protect the Eagle River, and ensure reliable service for our community.

The District has determined that pursuing a GO bond, subject to voter approval in the November 4, 2025 coordinated election, would provide a more affordable financing option for most customers compared to a revenue bond. For example, the estimated property tax impact for a \$1 million home would be approximately \$112 annually, compared with an estimated \$268 annual increase in utility rates if the project were financed through a revenue bond.

The attached resolution provides the Town an opportunity to formally acknowledge the importance of this project and encourage our community to carefully consider the ballot measure. Adoption of this resolution would not advocate for a particular voting outcome but would demonstrate the Town's recognition of the project's necessity and regional significance.

I recommend the Council consider adoption of the resolution at its September 17, 2025, meeting. Please review the attached materials, which include the resolution, a project FAQ, and a public handout prepared by the District.

Respectfully,

Rob Gutierrez  
Town Manager

**TOWN OF MINTURN, COLORADO  
RESOLUTION NO. 38 – SERIES 2025**

**A RESOLUTION SUPPORTING EAGLE RIVER WATER & SANITATION DISTRICT  
BALLOT MEASURE ON GENERAL OBLIGATION BOND FOR REGIONAL  
WASTEWATER FACILITY UPGRADES**

**WHEREAS**, the Town of Minturn (“Town”) is a home rule municipality; and

**WHEREAS**, Eagle River Water & Sanitation District (the “District”) is a quasi-municipal corporation and political subdivision of the State of Colorado; and

**WHEREAS**, the District provides public wastewater treatment for its service area from Vail to Cordillera, including properties located within the Town’s boundaries; and

**WHEREAS**, the District’s wastewater system is comprised of three interconnected treatment facilities, with the Edwards facility serving as the only location that treats solids for the entire service area; and

**WHEREAS**, the District is required pursuant to state regulations to upgrade the Regional Wastewater Treatment Facility in Edwards by 2029; and

**WHEREAS**, these upgrades are essential to maintain regulatory compliance, protect water quality in the Eagle River, and address aging infrastructure; and

**WHEREAS**, this public project is estimated to cost \$93 million, which will require the District to secure debt through one of two types of bonds:

1. A revenue bond, which would be repaid through fees; or
2. A general obligation (GO) bond, which would be repaid through property taxes and requires voter approval; and

**WHEREAS**, the District’s analysis shows that a GO bond would result in lower annual costs for most customers; and

**WHEREAS**, the District’s board is considering placing a measure on the November 4, 2025, coordinated election ballot asking voters to approve a GO bond; and

**WHEREAS**, the Colorado Fair Campaign Practices Act expressly authorizes local governments to adopt and distribute in normal fashion a Resolution regarding any ballot issue of import to that local government.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MINTURN** that the town acknowledges the importance of the Eagle River Water & Sanitation District’s proposed upgrades to the Regional Wastewater Facility and recognizes that a general obligation bond would generally provide a more affordable financing mechanism for most customers. The Town Council encourages eligible voters to carefully consider the ballot measure in the November 4, 2025, coordinated election.”

INTRODUCED, READ, PASSED, AND ADOPTED by the Town Council of the Town of  
Minturn, Colorado this 17<sup>th</sup> day of September 2025.

---

Earle Bidez, Mayor

**ATTEST:**

---

Jay Brunvand, Town Clerk





Scan for more info.



## Improvements to the Regional Wastewater Treatment Facility in Edwards

The Regional Wastewater Treatment Facility in Edwards is essential infrastructure that treats wastewater solids for the entire service area of the Eagle River Water & Sanitation District—from East Vail to Edwards, including Minturn. Components of the facility are aging and must be upgraded and expanded by 2029 to comply with Colorado Department of Public Health & Environment's (CDPHE) Regulations, which aim to reduce nitrogen and phosphorus in state waters.

This project is a necessary investment. The total cost is **\$93 million**, and the design is already 60% complete. It will safeguard our **environment**, protect public health, and ensure vital infrastructure keeps working for future generations. The real question isn't if we fund it, but how we make it happen.

### If upgrades are not made:

- The District could be in non-compliance with state and federal regulations, resulting in escalating penalties.
- The cost of emergency upgrades or deferring maintenance could be far greater in the long run.

## Financing Options

- Special districts use bonds to pay for essential infrastructure projects. A Bond is similar to a loan or mortgage. The repayment of the bond comes from a time-limited increase in property taxes of residents who live in the taxing district—in this case, the District's service area or in rate increases paid by customers.

The District will ask voters in the **November coordinated election** to fund the project through a mill levy increase ([general obligation bond](#)). If voters do not pass the ballot measure, the District will fund the project through rate increases ([revenue bond](#)).

A general obligation bond impact will be different for each customer class. The typical

customer would pay 2.4X less through a general obligation bond compared to a revenue bond ([rate increase](#)).

### For example, under the proposed bond:

- A property owner of a **\$1M** home would see an **estimated \$112 annual** increase in property taxes starting in 2026, with the exact amount varying based on the assessed value of their home.

**In contrast**, if the District were to fund the same improvements through rate increases:

- The average residential customer would pay **approximately \$268 each year** in addition to their current monthly bill—depending on home size and usage.



## General Obligation Bond Ballot Measure FAQ

**What is a general obligation bond?** Special districts use bonds to pay for essential infrastructure projects. A Bond is similar to a loan or mortgage. The repayment of the bond comes from a time-limited increase in property taxes of residents who live in the taxing district – in this case, the District's service area or in rate increases paid by customers.

**Why is this project needed?** The District owns and operates three interconnected wastewater treatment facilities. Each facility has a rated capacity of 2 million gallons per day and, due to the volume of wastewater they process, all three are subject to [Regulation 85](#)<sup>1</sup> from the Colorado Department of Public Health and Environment (CDPHE). This regulation aims to reduce nitrogen and phosphorus in state waters.

Under Regulation 85, the District's wastewater discharge permits issued by CDPHE require upgrades be completed at the Regional Wastewater Treatment Facility in Edwards by 2029. The Regional Wastewater Facility treats District-wide wastewater solids and produces Class A biosolids. These required upgrades will ensure continued compliance with state and federal regulations.

**What will happen if we don't make these upgrades to the facility?** Each year we are out of compliance, we are in violation of the [Clean Water Act](#)<sup>2</sup> – putting the District at risk of significant financial penalties and legal action. Federal fines may increase with each violation and for every day we remain out of compliance, on top of any state penalties.

The public expects the District to operate in a responsible manner and to be good stewards of natural resources. We take meeting federal and state laws and regulations seriously and will continue to prioritize being an ethical utility provider now and for generations to come.

**My rates increase every year, why does the District need more money? Don't I pay enough each month?** We understand rate increases are challenging for many of our customers. The District works hard to manage costs so that rates do not unduly burden our customers.

Our goal is to continue providing safe, reliable, and sustainable service for our entire community — both today and for future generations.

### Here are the key reasons behind our current rates:

- 1. Aging Infrastructure:** The District's infrastructure is aging and is in need of upgrades. These required upgrades are critical to prevent failures, maintain reliable service, and comply with Regulation 85. Investing now protects public health, avoids costly emergencies, and ensures we meet current regulations.
- 2. Rising Costs:** Like consumer prices, construction costs are steadily rising due to increases in both materials and labor. Additionally, the complexity of the project contributes to the overall cost. The treatment facility must remain fully operational during construction and will require sophisticated sequencing to ensure continuous delivery of services.
- 3. Environmental and Safety Standards:** State and federal requirements are evolving to protect public health and the environment. Meeting these standards requires investment in advanced technology, monitoring systems, and upgrades to existing facilities. State and federal requirements are evolving to protect public health and the environment. Meeting these standards requires investment in advanced technology, monitoring systems, and upgrades to existing facilities.

- 4. Resilience and Reliability:** We're investing to make our systems more resilient and reliable as we continue to face challenges and other risks. These improvements help us avoid costly emergencies and protect service quality in the long run.
- 5. Equity and Long-Term Planning:** We strive to make sure the cost of service is distributed fairly and that today's customers aren't burdening future generations with deferred maintenance costs.

**How much will the project cost? What's the impact to me?** The estimated cost of these regulatory-driven upgrades is \$93 million. The District will need to take on debt to pay for this project. There are two funding options: 1) a general obligation (GO) bond, which would be repaid through property taxes or 2) a revenue bond, which would be repaid through customer rates.

The District has carefully evaluated the most cost-effective way to fund critical infrastructure investments. After thorough analysis, we believe a general obligation bond is the best option for our community. While rising property taxes in the Eagle River Valley have placed a financial strain on many property owners, the impact is significantly lower than a revenue bond for our typical customer.

**For example, under the proposed GO bond:**

- A property owner of a \$1M home would see an estimated \$112 annual increase in property taxes starting in 2026, with the exact amount varying based on the assessed value of their home.

**In contrast, if the District were to fund the same improvements through rate increases:**

- The typical residential customer would pay approximately \$268 more per year in water rates—depending on home size and wastewater usage.

Choosing the GO bond allows us to spread the cost more broadly and predictably, helping ensure that essential services remain reliable and affordable for the long term.

**How long will this increase be applied to my property taxes?** Depending on the terms of the bond, we assume 30 years.

**What are the next steps?** Issuing a GO bond requires voter approval by the District's eligible electors. There will be a ballot question in the Nov. 4, 2025, Coordinated Election. If approved, the District can pursue a GO bond. If not, the District will need to pursue a revenue bond.

Eligible electors are individuals registered to vote in Colorado and either 1) a resident in the District's service area or 2) a property owner (or spouse of a property owner) in the District's service area. All eligible electors will receive a Coordinated Election ballot in the mail in October.

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<sup>1</sup>Regulation 85, <https://www.sos.state.co.us/CCR/GenerateRulePdf.do?ruleVersionId=7393&fileName=5%20CCR%201002-85>

<sup>2</sup>Clean Water Act, <https://www.epa.gov/laws-regulations/summary-clean-water-act>

Scan for more info.





**Town of Minturn**  
302 Pine St.  
PO Box 309  
Minturn, CO 81645  
<https://www.minturn.org>

**September 12, 2025**

Mayor Bidez and Members of the Minturn Town Council

**RE: Request for Council Support – Intergovernmental Agreement with Red Cliff for Shared Public Works Employee**

Mayor and Council,

Staff are requesting Council approval of an Intergovernmental Agreement (IGA) with the Town of Red Cliff that would allow Minturn to share one of Red Cliff's public works employees on an as-needed, as-available basis through the remainder of 2025.

This temporary staffing support will provide Minturn with critical assistance while our staff continues the process of recruiting and hiring several new public works employees. The agreement will enable Minturn to maintain essential services such as street maintenance, snow removal, and utility support during this transitional period.

We believe this arrangement is **mutually beneficial for both Minturn and Red Cliff**. It promotes efficiency, reduces costs, and strengthens cooperation between our neighboring communities while ensuring continuity of core municipal services.

A resolution has been prepared for Council's consideration authorizing execution of the IGA (attached as Exhibit A).

Staff respectfully requests Council's support of this agreement.

Sincerely,

Rob Gutierrez  
Town Manager

**TOWN OF MINTURN, COLORADO  
RESOLUTION NO. 39 - SERIES 2025**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
TOWN OF MINTURN AND THE TOWN OF RED CLIFF FOR THE PURPOSES OF SHARING A  
PUBLIC WORKS EMPLOYEE**

**WHEREAS**, the Town desires to contract with the Town of Red Cliff for the performance of the described services in the attached Exhibit “A” on the terms and conditions set forth therein; and

**WHEREAS**, the Town Council of Minturn finds that sharing a public works employee with the Town of Red Cliff will promote efficiency, reduce costs, and provide continuity of essential municipal services for both communities; and

**WHEREAS**, the Town of Red Cliff agrees to perform such services on the terms and conditions set forth in Exhibit “A”; and

**WHEREAS**, the Town of Red Cliff, Colorado, is a statutory town organized under Title 31 of the Colorado Revised Statutes, and is likewise authorized pursuant to Section 29-1-203, C.R.S., to contract and cooperate with other municipalities in the provision of governmental services; and

**WHEREAS**, the Town of Minturn, Colorado, is a home rule municipality organized under Article XX of the Colorado Constitution, and pursuant to Section 29-1-203, Colorado Revised Statutes, municipalities are authorized to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting governmental units.

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

The Town Council approves an Intergovernmental Agreement with the Town of Red Cliff for a public works employee attached as Exhibit “A.”

BE IT FURTHER RESOLVED, that the Mayor is authorized to execute the Intergovernmental Agreement on behalf of the Town of Minturn, and the Town Clerk is authorized to attest the same.

INTRODUCED, READ, PASSED, AND ADOPTED by the Town Council of the Town of Minturn, Colorado this 17<sup>th</sup> day of September, 2025.

\_\_\_\_\_  
Earle Bidez, Mayor

ATTEST:

\_\_\_\_\_  
Jay Brunvand, Town Clerk.

Exhibit A

INTERGOVERNMENTAL AGREEMENT  
FOR SERVICES

THIS AGREEMENT ("Agreement") is made and entered into as of the date of the last signature hereto ("Effective Date"), by and between the TOWN OF MINTURN, COLORADO, a Colorado home-rule municipality ("Minturn"), and the TOWN OF RED CLIFF, a Colorado statutory municipality ("Red Cliff"), collectively referred to as the "Parties".

WHEREAS, the Town of Minturn wishes to utilize additional staff support for its Public Works Department;

WHEREAS, the Town of Red Cliff desires to make one of its public works employees (the "Employee") available to assist Minturn on a temporary basis;

WHEREAS, Minturn desires that the Employee perform the services of general public works tasks, including but not limited to, street maintenance, snow removal, utility support, and related duties (the "Services") as an independent contractor, in accordance with the provisions of this Agreement;

WHEREAS, C.R.S. § 29-1-201, *et seq.* and Article XIV, Section 18 of the Colorado Constitution authorize and encourage local governments to cooperate by contracting with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units;

WHEREAS, the Parties wish to enter into this Agreement to define the scope and nature of the Services to be provided.

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

1. Recitals. The foregoing recitals are incorporated herein by this reference.
2. Services. Redcliff shall make available to Minturn the Employee to provide the Services set forth herein on an "as needed" and "as available" basis. Minturn will coordinate with \_\_\_\_\_ at Redcliff as to Minturn's needs for the Employee. Red Cliff will make the Employee available to Minturn when the Employee is available and not otherwise needed for work in Redcliff. Redcliff represents that the Employee has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws.
3. Compensation.
4. Time and Expenses. Minturn shall pay Red Cliff for the Services rendered by the Employee based on an hourly rate of \$ \_\_\_\_\_ (the "Hourly Rate") representing a prorated amount



## Exhibit A

of the Employee's salary, benefits, payroll taxes, and proportional overhead costs, including a modest administrative fee. Minturn will pay the Hourly Rate for the Employee's time traveling from Red Cliff to Minturn not to exceed 15 minutes in each direction. Minturn will not reimburse Red Cliff for gas and vehicle mileage. Employee will not incur expenses to be reimbursed by Minturn without Minturn's written consent.

a. Overtime. Minturn and Red Cliff will ensure that employee does not incur overtime in providing the Services without obtaining Minturn's written consent. In the event that Minturn requests that the Employee work overtime, Minturn will pay 1.25 times the Hourly Rate for overtime hours.

b. Payment. Minturn shall make payment within thirty (30) days of receipt and approval of invoices submitted by Red Cliff, which invoices Red Cliff shall submit to Minturn not more frequently than monthly with identification of the specific time worked for which payment is requested.

5. Term. Unless extended by written agreement of the Parties, the Term of this Agreement shall be from the Effective Date until December 31, 2025.

6. Ownership of Instruments of Service. The final work product prepared under this Agreement shall become the property of the Town upon completion of the Services and payment in full of all monies due to Red Cliff. Without prior approval of the Town Managers of Red Cliff and Minturn, Red Cliff shall not permit the Employee to use any equipment, tools, or vehicles owned by Red Cliff to perform the Services. Minturn shall maintain ownership of and provide the Employee with all necessary equipment to complete the Services.

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

8. Independent Status. The Parties agree that Red Cliff and by extension the Employee shall be an independent contractor of Minturn, and Red Cliff, including its employees and subcontractors, shall not be an employee, agent, or servant of Minturn. Redcliff will pay all employee insurance, withholding and tax obligations. The Employee is not entitled to workers' compensation or other benefits from Minturn.

9. Insurance Requirements. Minturn and Red Cliff shall respectively provide their own public liability, property damage, vehicle, and errors and omissions insurance coverage as each party may deem adequate and necessary for any potential liability arising from this Agreement. Red Cliff shall maintain comprehensive workers' compensation insurance and all other insurance required by any applicable law covering the Employee. Red Cliff shall maintain automobile liability insurance for any Red Cliff owned vehicle used in rendering the Services; Minturn shall maintain automobile liability insurance for any Minturn owned vehicle used in rendering the

## Exhibit A

Services.

10. Termination. Either party may terminate this Agreement at any time and for any reason, with or without cause, and without penalty therefore upon at least thirty (30) days written notice to the other party. If the Employee is no longer employed by Red Cliff, the Agreement shall terminate automatically.

11. Agreement Subject to Appropriation. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the Parties, it shall be subject to annual appropriation pursuant to the Parties' municipal codes and Article X, Section 20 of the Colorado Constitution. Each Party shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

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

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

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

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

16. Assignability. Red Cliff shall not assign this Agreement to another Employee without Minturn's prior written consent.

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

18. Survival Clause. The "Indemnification" provision set forth in this Agreement shall survive the satisfaction, expiration, or termination of this Agreement.

## Exhibit A

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

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

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

|                |                                                   |
|----------------|---------------------------------------------------|
| If to Minturn: | Town Manager<br>302 Pine St.<br>Minturn, CO 81645 |
|----------------|---------------------------------------------------|

|                  |                                                        |
|------------------|--------------------------------------------------------|
| If to Red Cliff: | Town Administrator<br>PO Box 30<br>Red Cliff, CO 81649 |
|------------------|--------------------------------------------------------|

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

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

*~ Signature Pages Follow ~*

Exhibit A

IN WITNESS WHEREOF, the parties have entered this Agreement as of the Effective Date.

TOWN OF MINTURN, COLORADO

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Town Clerk

TOWN OF RED CLIFF, COLORADO:

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO                    )  
                                                  ) ss.  
COUNTY OF \_\_\_\_\_            )

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025 by \_\_\_\_\_.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

**TOWN OF MINTURN, COLORADO**

**RESOLUTION NO. 37 – SERIES OF 2025**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MINTURN,  
COLORADO, AUTHORIZING AN AGREEMENT WITH TROY BERNBERG OF  
NORTHLAND SECURITIES AS THE TOWN’S MUNICIPAL ADVISOR FOR  
THE PURPOSE OF EXPLORING BOND FINANCING FOR THE TOWN’S NEW  
WATER TREATMENT PLANT**

WHEREAS, the Town of Minturn (“Town”) is in the process of planning and financing the construction of a new water treatment plant to meet the community’s present and future water needs; and

WHEREAS, the Town Council established a committee of two council members to interview potential firms to serve as the Town’s Municipal Advisor for the purpose of exploring bond financing for the water treatment plant; and

WHEREAS, the committee, with the participation of the Town Manager, conducted interviews with four candidates; and

WHEREAS, following such interviews, the committee and the Town Manager have recommended that the Town select Troy Bernberg of Northland Securities as the Town’s Municipal Advisor; and

WHEREAS, the Town Council finds that engaging Mr. Bernberg and Northland Securities will provide the Town with the expertise and guidance necessary to evaluate and structure potential bond financing in a manner that supports the Town’s fiscal responsibility and long-term sustainability; and

WHEREAS, the Town Council desires to authorize the Mayor and Town Manager to execute an engagement agreement with Northland Securities, subject to review and approval as to form by the Town Attorney.

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

The Mayor and Town Manager are hereby authorized to execute an engagement agreement with Northland Securities, subject to review and approval as to form by the Town Attorney.

This Resolution shall take effect immediately upon adoption.

INTRODUCED, READ, AND ADOPTED by the Town Council of the Town of  
Minturn, Colorado this 17th day of September, 2025.

---

Earle Bidez, Mayor

ATTEST:

---

Jay Brunvand, Town Clerk



**MUNICIPAL ADVISORY SERVICE AGREEMENT  
BY AND BETWEEN  
THE TOWN OF MINTURN, COLORADO  
AND  
NORTHLAND SECURITIES, INC.**

This Agreement is made and entered into by and between the Town of Minturn, Colorado acting by and through the Town of Minturn, Water and Sanitation Activities Enterprise (hereinafter "Client") and Northland Securities, Inc., of Minneapolis, Minnesota (hereinafter "Northland").

**WITNESSETH**

WHEREAS, the Client desires to have Northland provide it with advice on the structure, terms, timing and other matters related to the issuance of the Water Revenue Bonds, Series 2026 (the "Debt") serving in the role of municipal (financial) advisor, and

WHEREAS, Northland is a registered municipal advisor with both the Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB") (registration # 866-00082-00), and

WHEREAS, Northland will act as municipal advisor in accordance with the duties and responsibilities of Rule G-42 of the MSRB, and

WHEREAS, the MSRB provides a municipal advisory client brochure on its website ([www.msrb.org](http://www.msrb.org)) that describes the protections that may be provided by the MSRB rules, including professional competency, fair dealing, duty of loyalty, remedies for disputes and how to file a complaint with an appropriate regulatory authority (the "Duties"), and

WHEREAS, the Client and Northland are entering into this Agreement to define the municipal advisory relationship at the earliest opportunity related to the inception of the municipal advisory relationship for the Debt, and

WHEREAS, Northland desires to furnish services to the Client as hereinafter described,

NOW, THEREFORE, it is agreed by and between the parties as follows:

**SERVICES TO BE PROVIDED BY NORTHLAND**

Northland acknowledges and agrees that under this Agreement and in accordance with the rules and regulations adopted by the SEC and MSRB, it owes the Duties to Client and agrees to act in accordance with these Duties, as applicable.

Northland shall provide the Client with services necessary to analyze, structure, offer for sale and close the Debt. The services will be tailored to meet the needs of this engagement and may include:

### **Planning and Development**

1. Assist Client officials to define the scope and the objectives for the Debt.
2. Perform an economic analysis of the financing options available to the Town, the costs involved, the approximate annual debt service and provide a summary of the advantages and disadvantages of each option, including a cost/benefit of a public offering compared to a private placement.
  - a. Analyze the benefit of having the financing credit-rated relative to the upfront cost and annual cost of the rating and make a recommendation to the Town regarding obtaining ratings.
3. Present a plan of finance outlining the bond structure, bondholder security, maturity schedule, call features, credit enhancement (if applicable) and related data. Such plan shall incorporate all elements of the Town's program, including legal fees, contingency allowances, financing costs, credit rating fees,
4. paying agent fees, Municipal Advisory fees, and other issuance closing costs.
5. Assist the Client in understanding the material risks, potential benefits, structure and other characteristics of the recommended plan for the Debt, including issue structure, estimated debt service payments, projected revenues, method of issuance, bond rating, sale timing, and call provisions.
6. Prepare a schedule of events related to the issuance process.
7. Prepare rate analysis to determine rate structures needed to service the Debt.
8. Assist the Town in retaining additional professional services required such as paying agent/trustee, credit rating agency, bond insurance, and bond counsel, etc., as necessary.
9. Coordinate with bond counsel any actions needed to authorize the issuance of the Debt.
10. Attend meetings of the Client and other project and bond issue related meetings as needed and as requested.

### **Bond Sale**

1. Assist the Client with the preparation, review and approval of the preliminary official statement (POS).
2. Assist the Town and its bond attorney, in connection with the preparation of any necessary governing documents including authorizing resolution/ordinance, indenture of trust, and preliminary official statement (investor disclosure document).
3. Assist the Client and bond counsel with preparing and publishing the Official Notice of Sale if required by law.
4. Prepare and submit application(s) for bond rating(s) and assist the Client with furnishing the rating agency(s) with any additional information required to conduct the rating review. Assist the Client with preparing and conducting the rating call or other presentation, including if applicable, coordinate a video meeting that includes a short presentation before addressing rating agency inquiries.
5. Solicit underwriters, if directed, to market the bonds with consideration to a syndicate of multiple underwriters. Provide advice regarding the underwriter's compensation and the appropriateness of the yields, coupons, and other terms proposed by the underwriter(s).
6. Advise the Town, in conjunction with the underwriters, in selecting an appropriate bond marketing date considering the calendar of offerings, both within Colorado and nationally, upcoming Federal Reserve meetings and Federal holidays, to minimize conflict with competition from offerings of similar (rated) securities.
7. Assist the Client in receiving the bids, compute the accuracy of the bids received, and recommend to the Client the most favorable bid for award.

8. Coordinate with bond counsel the preparation of required contracts and resolutions.

### Post-Sale Support

1. Assist the Client and its bond attorney with the preparation of final official statement, distribution to the underwriter and posting on EMMA.
2. Coordinate the bond issue closing, including making all arrangements for bond printing, registration, and delivery including the wire transfer of funds.
3. Furnish to the Client a complete transcript of the transaction, if not provided by bond counsel.
- 4.

There are no specific limitations on the scope of this agreement.

## COMPENSATION

For providing these services with respect to the Debt, Northland shall be paid a lump sum fee payable by the Client upon the closing of the Bonds. In the event a public offering is pursued, the amount of the fee will be based on the total principal amount in accordance with the following schedule:

| Par Amount                   | Bond Issuance Fees <sup>(1)</sup> |
|------------------------------|-----------------------------------|
| \$0.00 to \$3,000,000        | \$12,000                          |
| \$3,000,001 to \$10,000,000  | \$12,000 + \$1.75 /\$1000 Bond    |
| \$10,000,001 to \$20,000,000 | \$12,000 + \$1.50 /\$1000 Bond    |
| \$20,000,001 to \$50,000,000 | \$12,000 + \$1.25 /\$1000 Bond    |
| \$50,000,001 & Above         | \$12,000 + \$1.00 /\$1000 Bond    |

<sup>1</sup> Fee is based on an incremental increase in par amount (i.e., size of financing).

In the event of a private placement, the amount of fee will be \$20,000 + \$2.50/\$1000 and shall not exceed \$45,000.

The Compensation will be determined after the terms of the Debt are finalized.

Northland agrees to pay the following expenses from its fee:

- Out-of-pocket expenses such as travel, long distance phone, and copy costs.
- Production and distribution of material to rating agencies and/or bond insurance companies.
- Preparation of the bond transcript.

The Client agrees to pay for all other expenses related to the processing of the bond issue(s) including, but not limited to, the following:

- Engineering and/or architectural fees.
- Publication of legal notices.
- Bond counsel and local attorney fees.
- Fees for various debt certificates.
- The cost of printing Official Statements, if any.
- Client staff expenses.
- Airfare and lodging expenses of one Northland official and Client officials when and if traveling for rating agency presentations.

- Rating agency fees, if any.
- Bond insurance fees, if any.
- Accounting and other related fees.

It is expressly understood that there is no obligation on the part of the Client under the terms of this Agreement to issue the Debt. If the Debt is not issued, Northland agrees to pay its own expenses and receive no fee for any municipal advisory services it has rendered pursuant to this Agreement.

## CONFLICTS OF INTEREST

Northland, as your Municipal Advisor, mitigates conflicts through its adherence to its fiduciary duty to the Client, which includes a duty of loyalty to the Client in performing all municipal advisory activities for the Client. This duty of loyalty obligates Northland to deal honestly and with the utmost good faith with the Client and to act in the Client's best interests without regard to our own financial or other interests. In addition, because Northland is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of Northland is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, Northland's municipal advisory supervisory structure leverages our long-standing and comprehensive broker-dealer supervisory processes and practices, and provides strong safeguards against individual representatives of Northland potentially departing from our regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Northland serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of the Client. For example, Northland serves as Municipal Advisor to other Municipal Advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Northland could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of Northland to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that Northland serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. However, none of these other engagements or relationships would impair Northland's ability to fulfill its regulatory duties to the Client.

The compensation for services provided in this Agreement is customary in the municipal securities market, however, it may pose a conflict of interest. The fees due under this Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by Client and Northland of, among other things, the expected duration and complexity of the transaction

and the Scope of Services to be performed by Northland. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Northland may suffer a loss. Thus, Northland may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by supervisory policies and procedures to ensure the scope of services within the transaction align with other comparable engagements. By executing this Agreement, the Client acknowledges and accepts the potential conflicts of interest posed by the compensation to Northland. Northland does not participate in any payments to be retained, nor participate in any fee splitting agreements or arrangements.

Northland is a subsidiary of Northland Capital Holdings, Inc. First National of Nebraska, Inc. ("FNNI"), is the parent company of Northland Capital Holdings, Inc. and First National Bank of Omaha.

Under FNNI, Northland and its affiliates are comprised of a securities firm and a commercial bank. These entities provide investment banking, asset management, financing, financial advisory services and other commercial and investment banking products and services to a wide range of corporations and individuals. In addition, Northland and its affiliates currently have, and may in the future have, investment and commercial banking, trust, and other relationships with parties that may relate to assets of, or be involved in the issuance of securities and/or instruments by, the Client and its affiliates. In the ordinary course of their respective businesses, Northland and its affiliates have engaged, and may in the future engage, in transactions with, and perform services for, the Client and its affiliates for which they received or will receive customary fees and expenses.

Northland is a broker-dealer that engages in a broad range of securities-related activities to service its clients, in addition to serving as a Municipal Advisor or Underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of outstanding securities, including securities of the Client, may be undertaken on behalf of, or as counterparty to, the Client, and current or potential investors in the securities of the Client. These other Northland clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of the Client, such as when their buying or selling of the Client's securities may have an adverse effect on the market for the Client's securities. However, any potential conflict arising from Northland effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through other business units of Northland that operate independently from Northland's Municipal Advisory business, thereby reducing or eliminating the likelihood that the interests of such other clients would have an impact on the services provided by Northland to the Client under this Agreement. Northland has policies and procedures in place to ensure that Northland as a broker-dealer or its affiliates are not participating in bidding or determining market prices for the Client's transaction that is covered under this Agreement.

Northland Bond Services is a division of First National Bank of Omaha. Northland Bond Services provides paying agent services to issuers of municipal bonds. The Client is solely responsible for the decision on the source of paying agent services. Any engagement of Northland Bond Services is

outside the scope of this Agreement. No compensation paid to Northland Bond Services is shared with Northland Securities.

Northland is not aware of any additional material conflicts of interest that could reasonably be anticipated to impair Northland's ability to provide advice to or on behalf of the Client in accordance with the standards of conduct for municipal advisors.

### **LEGAL AND DISCIPLINARY ACTIONS**

The Client can find information about legal or disciplinary events reported by the Securities and Exchange Commission contained in Form MA or Form MA-I related to Northland at [www.sec.gov/municipal/oms-edgar-links](http://www.sec.gov/municipal/oms-edgar-links).

### **SUCCESSORS OR ASSIGNS**

The terms and provisions of this Agreement are binding upon and inure to the benefit of the Client and Northland and their successors or assigns.

### **TERM OF THIS AGREEMENT**

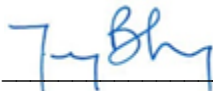
This Agreement may be terminated by thirty (30) days written notice by either the Client or Northland and it shall terminate sixty (60) days following the closing date related to the issuance of the Debt.

In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, to the extent permitted by law, such holding shall not invalidate or render unenforceable any other provision hereof.

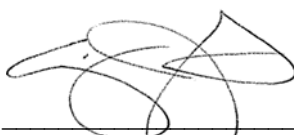
This Agreement shall be interpreted under Colorado law. Venue for any dispute involving this Agreement shall be in the Courts of the State of Colorado, in the County of Eagle. In the event of a dispute involving this Agreement, the substantially prevailing party shall recover its reasonable attorney fees and costs.

Dated this       day of       , 2025.

**Northland Securities, Inc.**

By:  \_\_\_\_\_

Troy Bernberg, Managing Director

By:  \_\_\_\_\_

Craig Jones, Managing Director



**Town of Minturn, Colorado  
Acting by and through the  
Town of Minturn, Water and  
Sanitation Activities Enterprise**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**MUNICIPAL ADVISORY SERVICE AGREEMENT  
BY AND BETWEEN  
THE TOWN OF MINTURN, COLORADO  
AND  
NORTHLAND SECURITIES, INC.**

This Agreement is made and entered into by and between the Town of Minturn, Colorado acting by and through the Town of Minturn, Water and Sanitation Activities Enterprise (hereinafter "Client") and Northland Securities, Inc., of Minneapolis, Minnesota (hereinafter "Northland").

**WITNESSETH**

WHEREAS, the Client desires to have Northland provide it with advice on the structure, terms, timing and other matters related to the issuance of the Water Revenue Bonds, Series 2026 (the "Debt") serving in the role of municipal (financial) advisor, and

WHEREAS, Northland is a registered municipal advisor with both the Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB") (registration # 866-00082-00), and

WHEREAS, Northland will act as municipal advisor in accordance with the duties and responsibilities of Rule G-42 of the MSRB, and

WHEREAS, the MSRB provides a municipal advisory client brochure on its website ([www.msrb.org](http://www.msrb.org)) that describes the protections that may be provided by the MSRB rules, including professional competency, fair dealing, duty of loyalty, remedies for disputes and how to file a complaint with an appropriate regulatory authority (the "Duties"), and

WHEREAS, the Client and Northland are entering into this Agreement to define the municipal advisory relationship at the earliest opportunity related to the inception of the municipal advisory relationship for the Debt, and

WHEREAS, Northland desires to furnish services to the Client as hereinafter described,

NOW, THEREFORE, it is agreed by and between the parties as follows:

**SERVICES TO BE PROVIDED BY NORTHLAND**

Northland acknowledges and agrees that under this Agreement and in accordance with the rules and regulations adopted by the SEC and MSRB, it owes the Duties to Client and agrees to act in accordance with these Duties, as applicable.

Northland shall provide the Client with services necessary to analyze, structure, offer for sale and close the Debt. The services will be tailored to meet the needs of this engagement and may include:

### Planning and Development

1. Assist Client officials to define the scope and the objectives for the Debt.
2. Perform an economic analysis of the financing options available to the Town, the costs involved, the approximate annual debt service and provide a summary of the advantages and disadvantages of each option, including a cost/benefit of a public offering compared to a private placement.
  - 3.a. Analyze the benefit of having the financing credit-rated relative to the upfront cost and annual cost of the rating and make a recommendation to the Town regarding obtaining ratings.
- 4.3. Present a plan of finance outlining the bond structure, bondholder security, maturity schedule, call features, credit enhancement (if applicable) and related data. Such plan shall incorporate all elements of the Town's program, including legal fees, contingency allowances, financing costs, credit rating fees,
- 5.4. paying agent fees, Municipal Advisory fees, and other issuance closing costs.
- 6.5. Assist the Client in understanding the material risks, potential benefits, structure and other characteristics of the recommended plan for the Debt, including issue structure, estimated debt service payments, projected revenues, method of issuance, bond rating, sale timing, and call provisions.
- 7.6. Prepare a schedule of events related to the issuance process.
- 8.7. Prepare rate studies analysis to determine rate structures needed to service the Debt.
- 9.8. Assist the Town in retaining additional professional services required such as paying agent/trustee, credit rating agency, bond insurance, and bond counsel, etc., as necessary.
- 10.9. Coordinate with bond counsel any actions needed to authorize the issuance of the Debt.
- 11.10. Attend meetings of the Client and other project and bond issue related meetings as needed and as requested.

### Bond Sale

1. Assist the Client with the preparation, review and approval of the preliminary official statement (POS).
2. Assist the Town and its bond attorney, in connection with the preparation of any necessary governing documents including authorizing resolution/ordinance, indenture of trust, and preliminary official statement (investor disclosure document).
3. Assist the Client and bond counsel with preparing and publishing the Official Notice of Sale if required by law.
4. Prepare and submit application(s) for bond rating(s) and assist the Client with furnishing the rating agency(s) with any additional information required to conduct the rating review. Assist the Client with preparing and conducting the rating call or other presentation, including if applicable, coordinate a video meeting that includes a short presentation before addressing rating agency inquiries.
5. Solicit underwriters, if directed, to market the bonds with consideration to a syndicate of multiple underwriters. Provide advice regarding the underwriter's compensation and the appropriateness of the yields, coupons, and other terms proposed by the underwriter(s).
6. Advise the Town, in conjunction with the underwriters, in selecting an appropriate bond marketing date considering the calendar of offerings, both within Colorado and nationally, upcoming Federal Reserve meetings and Federal holidays, to minimize conflict with competition from offerings of similar (rated) securities.
7. Assist the Client in receiving the bids, compute the accuracy of the bids received, and recommend to the Client the most favorable bid for award.

8. Coordinate with bond counsel the preparation of required contracts and resolutions.

#### Post-Sale Support

1. Assist the Client ~~and its bond attorney~~ with the preparation of final official statement, distribution to the underwriter and posting on EMMA.
2. Coordinate the bond issue closing, including making all arrangements for bond printing, registration, and delivery ~~and including~~ the ~~wire~~ transfer of funds.
3. Furnish to the Client a complete transcript of the transaction, if not provided by bond counsel.
- ~~3.4. Assist with post-closing compliance issues such as private use and tax-exemption issues, audits by regulators or federal agencies, arbitrage compliance, etc.~~

There are no specific limitations on the scope of this agreement.

### COMPENSATION

For providing these services with respect to the Debt, Northland shall be paid a lump sum fee payable by the Client upon the closing of the Bonds. ~~In the event a public offering is pursued, The the~~ amount of the fee will be based on the total principal amount in accordance with the following schedule:

| Par Amount                   | Bond Issuance Fees <sup>(1)</sup> |
|------------------------------|-----------------------------------|
| \$0.00 to \$3,000,000        | \$12,000                          |
| \$3,000,001 to \$10,000,000  | \$12,000 + \$1.75 /\$1000 Bond    |
| \$10,000,001 to \$20,000,000 | \$12,000 + \$1.50 /\$1000 Bond    |
| \$20,000,001 to \$50,000,000 | \$12,000 + \$1.25 /\$1000 Bond    |
| \$50,000,001 & Above         | \$12,000 + \$1.00 /\$1000 Bond    |

<sup>1</sup> Fee is based on an incremental increase in par amount (i.e., size of financing).

| Par Amount                   | Bond Issuance Fees <sup>(1)</sup> |
|------------------------------|-----------------------------------|
| \$0.00 to \$3,000,000        | \$12,000 - - -                    |
| \$3,000,001 to \$10,000,000  | \$12,000 + \$1.75 /\$1000 Bond    |
| \$10,000,001 to \$20,000,000 | \$12,000 + \$1.50 /\$1000 Bond    |
| \$20,000,001 to \$50,000,000 | \$12,000 + \$1.25 /\$1000 Bond    |
| \$50,000,001 & Above         | \$12,000 + \$1.00 /\$1000 Bond    |

<sup>1</sup> Fee is based on an incremental increase in par amount (i.e., size of financing).

~~In the event of a private placement, the amount of fee will be \$20,000 + \$2.50/\$1000 and The Compensation will be determined after the terms of the Debt are finalized. The Client and Northland will agree to the fee in writing, but the amount of the fee shall not exceed \$45,000.~~

The Compensation will be determined after the terms of the Debt are finalized.

Northland agrees to pay the following expenses from its fee:

- Out-of-pocket expenses such as travel, long distance phone, and copy costs.
- Production and distribution of material to rating agencies and/or bond insurance companies.
- Preparation of the bond transcript.

**Commented [TB1]:** Arbitrage compliance is a service completed by auditing firms that also assist with post compliance. Bond attorneys can help with private use and TE issues as well. We do provide post issuance disclosure services (for public offerings); not yet in CO though. If the Town desires disclosure compliance assistance the bond trustee usually offers that service for a small annual fee (\$250-500).

**Commented [MS2]:** I think the formula for calculating the fee should be in the contract

**Commented [TB3R2]:** I replaced the picture version of the chart to a table copied from Excel. This allowed me align the font with the rest of the document. I did put a formula for the private placement fee. As proposed, the fee is typically a flat, NTE amount.

The Client agrees to pay for all other expenses related to the processing of the bond issue(s) including, but not limited to, the following:

- Engineering and/or architectural fees.
- Publication of legal notices.
- Bond counsel and local attorney fees.
- Fees for various debt certificates.
- The cost of printing Official Statements, if any.
- Client staff expenses.
- Airfare and lodging expenses of one Northland official and Client officials when and if traveling for rating agency presentations.
- Rating agency fees, if any.
- Bond insurance fees, if any.
- Accounting and other related fees.

It is expressly understood that there is no obligation on the part of the Client under the terms of this Agreement to issue the Debt. If the Debt is not issued, Northland agrees to pay its own expenses and receive no fee for any municipal advisory services it has rendered pursuant to this Agreement.

#### **CONFLICTS OF INTEREST**

Northland, as your Municipal Advisor, mitigates conflicts through its adherence to its fiduciary duty to the Client, which includes a duty of loyalty to the Client in performing all municipal advisory activities for the Client. This duty of loyalty obligates Northland to deal honestly and with the utmost good faith with the Client and to act in the Client's best interests without regard to our own financial or other interests. In addition, because Northland is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of Northland is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, Northland's municipal advisory supervisory structure leverages our long-standing and comprehensive broker-dealer supervisory processes and practices, and provides strong safeguards against individual representatives of Northland potentially departing from our regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Northland serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of the Client. For example, Northland serves as Municipal Advisor to other Municipal Advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Northland could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of Northland to achieve a successful and profitable underwriting for its municipal entity underwriting

clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that Northland serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. However, none of these other engagements or relationships would impair Northland's ability to fulfill its regulatory duties to the Client.

The compensation for services provided in this Agreement is customary in the municipal securities market, however, it may pose a conflict of interest. The fees due under this Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by Client and Northland of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Northland. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Northland may suffer a loss. Thus, Northland may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by supervisory policies and procedures to ensure the scope of services within the transaction align with other comparable engagements. By executing this Agreement, the Client acknowledges and accepts the potential conflicts of interest posed by the compensation to Northland. Northland does not participate in any payments to be retained, nor participate in any fee splitting agreements or arrangements.

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## Municipal Advisory Service Agreement

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Dated this       day of       , 2025.

Northland Securities, Inc.

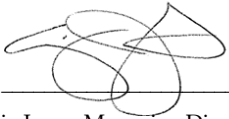


Municipal Advisory Service Agreement

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By: \_\_\_\_\_

Troy Bernberg, Managing Director



By: \_\_\_\_\_

Craig Jones, Managing Director

**Town of Minturn, Colorado**  
Acting by and through the  
Town of Minturn, Water and  
Sanitation Activities Enterprise

By: \_\_\_\_\_

Its: \_\_\_\_\_

To: Mayor and Town Council  
From: Cindy Krieg  
Date: September 12, 2025  
Agenda Item: Resolution 41 – Series 2025, A Resolution Accepting the 360  
Civil bid for LBP Improvements – Phase 1



## **Request**

Council is asked to approve the bid from 360 Civil, for Little Beach Park Improvements Phase 1 (Retaining Wall and Access Road). The Town put out an IFB on August 25<sup>th</sup>, and received one bid. If the work is not done at this time, it would need to be re-bid in the spring and costs will likely continue to go up. While this bid is higher than original estimates, costs have increased since the original estimates and the scope of the project did change somewhat. Additionally, this project does not have a specific budget amount since the funding is coming from the Battle Mountain LBP funding. Lastly, Inter-Mountain Engineering will work with the contractor to value-engineer where possible to save costs and get the total cost down as much as possible.

## **Introduction and Analysis**

The Town has identified a need for a coordinated vision and framework to guide the future of the Little Beach Park area due to the increasing use and greater intensity of community and recreation activity. In 2021, the Town of Minturn contracted with Zehren & Associates to develop a recreation-based plan for Little Beach Park and the surrounding area. The purpose of the plan is to “establish a long-term vision for the area as the Town’s major recreation hub” and “unify existing facilities and identify appropriate improvements to support community recreation, trails, and open space uses.” The planning process engaged the residents and stakeholders of Minturn through an open house, pop-up events, in-person and virtual meetings, and guided tours of the area and outlined a variety of potential improvements suggested and vetted with members of the public and stakeholders. The plan culminated in recommendations and concept design plans.

The hope is that with the proposed Little Beach Park & Amphitheater improvements, we can ensure that this area continues to serve as an inclusive and accessible hub for recreation, arts, performances, and community events.

The project will enable people of all ages and abilities to access and enjoy the park’s wide variety of offerings, enhance the overall user experience, and create greater synergy between uses.

The Town of Minturn has received \$147,000 in funding via a DOLA for phase 1 of the planned Little Beach Park improvements, and continues to seek additional funding for phases 2 and 3.

Phase 1 will consist of stabilizing the existing failing retaining wall on the north end of the park, removal of the playground, and reconstructing the interior access road all the way to the stage / amphitheater area. Additionally, the vault bathroom will be removed and accessible parking will be slated for that area. The DOLA grant is for \$147,000, with a minimum requirement of \$153,000 being matched by the Town. The Town matching funds are slated to come from the Battle Mountain Funding that was allocated for use of Little Beach Park improvements. To maintain transparency, staff are updating both Town Council and the public that this is the planned use for those funds.

Phase 2 will consist of playground replacement with a new playground (as well as new picnic tables / patio area) in the spring of 2026. The Town is seeking a T-Mobile Hometown Grant (<https://www.t-mobile.com/brand/hometown-grants>) to help offset these costs. If awarded, the T-Mobile grant would fund \$50,000 toward this project with no required match. The remaining cost would be covered by the Town also from the Little Beach Park Battle Mountain Funding, and/or a combination of additional grant opportunities. It should be noted that the current playground equipment does not meet current safety and insurance guidelines. The relocation of the Myers Barn would also hopefully take place during phase 2.

Phase 3 (date TBD) would consist of enhancements on the south end of the park / amphitheater. Planned improvements to that area include extending both the stage and the lawn seating area, regrading the access path (to make it both ADA accessible with a new ramp, and more pedestrian and bike friendly in general, and ideally also some new restroom facilities. The Town is looking into a CPW grant to assist with trail accessibility and ADA access.

The replacement of the existing basketball court with a new multi-use court is still to be determined.

### **Community Input**

There was significant community input throughout the Little Beach Park Recreation Area public planning process.

### **Budget/Staff Impact:**

Full project budget noted on the attached documents.

### **Strategic Plan Alignment**

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

- Transparency
- Collaboration
- Resourcefulness

### **Attachments**

- Resolution 41-Series 2025
- 360 Civil Bid / Cost Comparison from Inter-Mountain Engineering

**TOWN OF MINTURN, COLORADO  
RESOLUTION NO. 41 - SERIES 2025**

**A RESOLUTION ACCEPTING THE CONSTRUCTION BID FROM 360 CIVIL FOR LITTLE BEACH PARK  
IMPROVEMENTS PHASE 1**

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

**WHEREAS**, the Town has a need for Little Beach Park Improvements and has developed a Little Beach Park Improvements Plan; and

**WHEREAS**, as part of the Little Beach Park Improvements Plan, the Town had identified a need for replacement of the retaining wall and access road; and

**WHEREAS**, the Town has identified 360 Civil (the “Contractor”), as a qualified service provider of construction services to complete this phase of improvements.

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

1. The Town Council authorizes the Town Manager and Town Engineer to execute a contract with the Contractor for a total amount not to exceed \$198,933.90.

**INTRODUCED, READ, APPROVED, ADOPTED, AND RESOLVED this 17<sup>th</sup> day of SEPTEMBER, 2025.**

\_\_\_\_\_  
Earle Bidez, Mayor

**ATTEST:**

\_\_\_\_\_  
Jay Brunvand, Town Clerk

# Little Beach Park Improvements-Phase 1

BID TAB

Project Number: 24-0001.1

Date: August 11, 2025 Addenda's 1, 2, & 3 Acknowledged



| Item                                                                  |                    | Description                                                                                         |          |        |             |              |
|-----------------------------------------------------------------------|--------------------|-----------------------------------------------------------------------------------------------------|----------|--------|-------------|--------------|
|                                                                       |                    |                                                                                                     | Quantity | Unit   | Unit Price  | Total        |
| 1 General Conditions                                                  |                    |                                                                                                     |          |        |             |              |
|                                                                       | a                  | Mobilization (Includes Material Testing)                                                            | 1        | LS     | \$35,000.00 | \$35,000.00  |
|                                                                       | b                  | Construction Staking                                                                                | 1        | LS     | \$7,500.00  | \$7,500.00   |
|                                                                       |                    |                                                                                                     |          |        |             |              |
| Subtotal - General Conditions                                         |                    |                                                                                                     |          |        |             | \$42,500.00  |
| 2 Demolition                                                          |                    |                                                                                                     |          |        |             |              |
|                                                                       | a.                 | Sawcutting Asphalt (Assume 3")                                                                      | 10       | LF     | \$5.00      | \$50.00      |
|                                                                       | b.                 | Removal of Asphalt (Assume 3" Depth)                                                                | 8,000    | SF     | \$3.00      | \$24,000.00  |
|                                                                       | c.                 | Removal of Bathroom Structure & Buried Concrete Vault (* See Notes On Plans)                        | 1        | LS     | \$15,000.00 | \$15,000.00  |
|                                                                       | d.                 | Remove Existing Boulder Wall (Landscape)( 18" Height)                                               | 11       | L.F.   | \$200.00    | \$2,200.00   |
| Subtotal - Demolition                                                 |                    |                                                                                                     |          |        |             | \$41,250.00  |
| 3 Site Construction                                                   |                    |                                                                                                     |          |        |             |              |
| 3.1                                                                   | Access Road & Wall |                                                                                                     |          |        |             |              |
|                                                                       | a.                 | Unclassified Excavation & Haul-Off                                                                  | 35       | CY     | \$150.00    | \$5,250.00   |
|                                                                       | b.                 | Unclassified Embankment                                                                             | 82       | CY     | \$65.00     | \$5,306.33   |
|                                                                       | c.                 | Subgrade Prep (Fine Grading, Moisture Condition, & Recompact)                                       | 7,930    | SF     | \$3.00      | \$23,790.00  |
|                                                                       | d.                 | Install 4" Asphalt Paving (2-Lifts) (PG 58-28) - (Complete-In-Place) (6,700 S.F.)                   | 185      | TONS   | \$200.00    | \$37,000.00  |
|                                                                       | e.                 | Install Class 6 Road Base (6" Depth Under Asphalt) - (Complete-In-Place)                            | 258      | TONS   | \$125.00    | \$32,250.00  |
|                                                                       | f.                 | Install Class 6 Road Base (10" Depth Shoulder) - (Complete-In-Place)                                | 25       | TONS   | \$68.00     | \$1,700.00   |
|                                                                       | g.                 | Install Pre-Cast Modular Block Wall (PMB) (Complete-in-Place)                                       | 765      | S.F.F. | \$125.00    | \$95,625.00  |
|                                                                       |                    |                                                                                                     |          |        | Subtotal    | \$200,921.33 |
| 3.2                                                                   | Miscellaneous      |                                                                                                     |          |        |             |              |
|                                                                       | a.                 | Install 9" Excelsior Erosion Logs (Or Approved Equiv.)                                              | 600      | L.F.   | \$5.00      | \$ 3,000.00  |
|                                                                       | b.                 | Install Hydro-Seeding w/ Mulch-Tackifier (Native)                                                   | 1,000    | S.F.   | \$1.00      | \$1,000.00   |
|                                                                       | c.                 | Install 4" White Striping (Solvent Based) For ADA Parking Area                                      | 115      | LF     | \$7.00      | \$805.00     |
|                                                                       | d.                 | Install ADA Handicap Parking Symbol In Asphalt                                                      | 2        | EACH   | \$750.00    | \$1,500.00   |
|                                                                       | e.                 | Install Gate System (Traffic Guard Model #2636 or Equal) (Complete-in-Place)(                       | 1        | LS     | \$10,000.00 | \$10,000.00  |
|                                                                       | f.                 | Install Signs (12"X18" ADA Panel-Engineer Grade-Reflective)) on 10-FT U-Channel Post (Enamel Green) | 2        | EACH   | \$750.00    | \$1,500.00   |
|                                                                       |                    |                                                                                                     |          |        | Subtotal    | \$17,805.00  |
|                                                                       |                    |                                                                                                     |          |        |             |              |
| Subtotal - Site Construction                                          |                    |                                                                                                     |          |        |             | \$218,726.33 |
| Submitted and Signed by Jeremy Sheaffer / Vice President of 360 Civil |                    |                                                                                                     |          |        |             |              |
| TOTAL - Construction Costs                                            |                    |                                                                                                     |          |        |             | \$302,476.33 |

**\*\*Disclaimer: Contractor responsible to confirm actual project quantities and shall include all associated costs in the Unit Price to complete the Work. Unless the Contractor notifies the Engineer if discrepancy exists, the indicated quantities shall be the basis for the contract. Engineer quantity estimates are based on current plans and current information available at this time. Actual quantities and costs may change once the project elements are finalized or negotiated or due to construction market volatility, unforeseen conditions and time of construction.**



# Little Beach Park Improvements-Phase 1

Engineer's Opinion of Probable Costs

Project Number: 24-0001.1

Date: August 11, 2025



2025.9.11 Bids  
360 Civil

| Item                                      |                    | Description                                                                                         | Quantity | Unit   | Unit Price  | Total        |
|-------------------------------------------|--------------------|-----------------------------------------------------------------------------------------------------|----------|--------|-------------|--------------|
|                                           |                    |                                                                                                     |          |        |             |              |
| 1 General Conditions                      |                    |                                                                                                     |          |        |             |              |
|                                           | a                  | Mobilization (Includes Material Testing)                                                            | 1        | LS     | \$25,000.00 | \$25,000.00  |
|                                           | b                  | Construction Staking                                                                                | 1        | LS     | \$2,000.00  | \$2,000.00   |
|                                           |                    |                                                                                                     |          |        |             |              |
| Subtotal - General Conditions             |                    |                                                                                                     |          |        |             | \$27,000.00  |
| 2 Demolition                              |                    |                                                                                                     |          |        |             |              |
|                                           | a.                 | Sawcutting Asphalt (Assume 3")                                                                      | 10       | LF     | \$10.00     | \$100.00     |
|                                           | b.                 | Removal of Asphalt (Assume 3" Depth)                                                                | 8,000    | SF     | \$3.00      | \$24,000.00  |
|                                           | c.                 | Removal of Bathroom Structure & Buried Concrete Vault (* See Notes On Plans)                        | 1        | LS     | \$4,000.00  | \$4,000.00   |
|                                           | d.                 | Remove Existing Boulder Wall (Landscape)( 18" Height)                                               | 11       | L.F.   | \$20.00     | \$220.00     |
| Subtotal - Demolition                     |                    |                                                                                                     |          |        |             | \$28,320.00  |
| 3 Site Construction                       |                    |                                                                                                     |          |        |             |              |
| 3.1                                       | Access Road & Wall |                                                                                                     |          |        |             |              |
|                                           | a.                 | Unclassified Excavation & Haul-Off                                                                  | 35       | CY     | \$100.00    | \$3,500.00   |
|                                           | b.                 | Unclassified Embankment                                                                             | 82       | CY     | \$100.00    | \$8,163.58   |
|                                           | c.                 | Subgrade Prep (Fine Grading, Moisture Condition, & Recompect)                                       | 7,930    | SF     | \$1.00      | \$7,930.00   |
|                                           | d.                 | Install 4" Asphalt Paving (2-Lifts) (PG 58-28) - (Complete-In-Place) (6,700 S.F.)                   | 185      | TONS   | \$180.00    | \$33,300.00  |
|                                           | e.                 | Install Class 6 Road Base (6" Depth Under Asphalt) - (Complete-In-Place)                            | 258      | TONS   | \$200.00    | \$51,600.00  |
|                                           | f.                 | Install Class 6 Road Base (10" Depth Shoulder) - (Complete-In-Place)                                | 25       | TONS   | \$200.00    | \$5,000.00   |
|                                           | g.                 | Install Pre-Cast Modular Block Wall (PMB) (Complete-in-Place)                                       | 765      | S.F.F. | \$125.00    | \$95,625.00  |
|                                           |                    |                                                                                                     |          |        | Subtotal    | \$205,118.58 |
| 3.2                                       | Miscellaneous      |                                                                                                     |          |        |             |              |
|                                           | a.                 | Install 9" Excelsior Erosion Logs (Or Approved Equiv.)                                              | 600      | L.F.   | \$5.00      | \$ 3,000.00  |
|                                           | b.                 | Install Hydro-Seeding w/ Mulch-Tackifier (Native)                                                   | 1,000    | S.F.   | \$5.00      | \$5,000.00   |
|                                           | c.                 | Install 4" White Striping (Solvent Based) For ADA Parking Area                                      | 115      | LF     | \$3.00      | \$345.00     |
|                                           | d.                 | Install ADA Handicap Parking Symbol In Asphalt                                                      | 2        | EACH   | \$550.00    | \$1,100.00   |
|                                           | e.                 | Install Gate System (Traffic Guard Model #2636 or Equal) (Complete-in-Place)(                       | 1        | LS     | \$5,000.00  | \$5,000.00   |
|                                           | f.                 | Install Signs (12"X18" ADA Panel-Engineer Grade-Reflective)) on 10-FT U-Channel Post (Enamel Green) | 2        | EACH   | \$300.00    | \$600.00     |
| Subtotal                                  |                    |                                                                                                     |          |        |             | \$15,045.00  |
| Subtotal - Site Construction \$220,163.58 |                    |                                                                                                     |          |        |             |              |
| TOTAL - Construction Costs \$275,483.58   |                    |                                                                                                     |          |        |             |              |

**\*\*Disclaimer:** Contractor responsible to confirm actual project quantities and shall include all associated costs in the Unit Price to complete the Work. Unless the Contractor notifies the Engineer if discrepancy exists, the indicated quantities shall be the basis for the contract. Engineer quantity estimates are based on current plans and current information available at this time. Actual quantities and costs may change once the project elements are finalized or negotiated or due to construction market volatility, unforeseen conditions and time of construction.

| <u>Little Beach Park Improvements - Phase 1</u>          | <u>Estimated Budget</u> | <u>Bid Amount Difference</u> | <u>Total Difference</u> |
|----------------------------------------------------------|-------------------------|------------------------------|-------------------------|
| <b>Engineering &amp; Construction Administration</b>     |                         |                              |                         |
| Engineering Costs                                        | \$19,195                |                              |                         |
| Construction Administration                              | <u>\$6,500</u>          |                              |                         |
| <i>Total Cost</i>                                        | \$25,695                |                              |                         |
| <b>Repair Retaining Wall &amp; Reconstruct Access Rd</b> |                         |                              |                         |
| Mobilization, Materials Testing, Staking                 | \$27,000                | \$42,500                     | (\$15,500)              |
| Demolition of Existing Asphalt                           | \$24,000                |                              |                         |
| Removal of Existing Vault Bathroom & Basketball Court    | \$5,000                 | \$15,000                     | (\$10,000)              |
| Reconstruction of Wall and Road                          | <u>\$205,000</u>        | \$200,000                    | \$5,000                 |
| <i>Total Cost</i>                                        | \$261,000               |                              |                         |
| <b>Miscellaneous Costs</b>                               |                         |                              |                         |
| Erosion Mitigation and Seeding                           | \$8,000                 | \$4,000                      | \$4,000                 |
| ADA Parking Area                                         | \$1,500                 |                              |                         |
| Gate System                                              | \$5,000                 | \$10,000                     | (\$5,000)               |
| <i>Total Cost</i>                                        | \$14,500                |                              |                         |
| <b>Total Estimated Admin / Eng. Costs</b>                | \$25,695                |                              |                         |
| <b>Total Estimated Construction Costs</b>                | \$275,500               | \$302,476                    | (\$26,992)              |
| <b>TOTAL ESTIMATED COSTS</b>                             | <b>\$301,195</b>        |                              |                         |
| <b>DOLA Grant</b>                                        | \$147,000               | Required Match<br>\$153,000  |                         |
| <b>Estimated Cost to Town</b>                            | \$154,195               |                              | \$181,187               |



**Town of Minturn**  
302 Pine St.  
PO Box 309  
Minturn, CO 81645  
<https://www.minturn.org>

**September 12, 2025**

Mayor Bidez and Members of the Minturn Town Council

RE: Request for Council Support – CPW Trails Planning Grant Application

Mayor and Council,

Staff are requesting Council support to apply for a Colorado Parks and Wildlife (CPW) Non-Motorized State Trails Planning Grant in the amount of **\$45,000**, with a **local match of \$44,940**, to support the Minturn Trails Planning (MTP) Project.

This grant opportunity directly supports the Town's ongoing efforts to expand and improve **Little Beach Park**. With CPW's partnership, Minturn can take the next step toward designing a soft-surface trail system that:

- Connects Downtown, Little Beach Park, the Eagle River, the Amphitheater, and the Minturn Bike Park.
- Improves **safe access to the Eagle River** at one of the community's few approved entry points.
- Addresses the **long-standing ADA access issues at the Amphitheater**, ensuring more equitable use of the Town's signature event space.
- Provides a safe, non-vehicular route for residents and visitors to reach recreation amenities.

Staff believes this project strongly aligns with Council's priorities for **parks, recreation, and community access**. It also advances regional goals to connect people with nature while enhancing Minturn's unique cultural and recreational assets.

A resolution has been prepared for Council's consideration at the September 17th meeting authorizing submission of the application and committing the required local match.

We respectfully request Council's approval and support for this grant application.

Sincerely,

Rob Gutierrez  
Town Manager

**TOWN OF MINTURN, COLORADO  
RESOLUTION NO. 40 - SERIES 2025**

**A RESOLUTION AUTHORIZING AND SUPPORTING A NON-MOTORIZED TRAIL  
GRANT FROM COLORADO PARKS AND WILDLIFE**

**WHEREAS**, the Town of Minturn ("Town") is a political subdivision of the State of Colorado, and therefore, an eligible applicant for the community impact grant program offered by Colorado Parks and Wildlife (CPW); and

**WHEREAS**, the Minturn Town Council support the State Trails grant application to design a soft trail system that starts on Ball Park Road at the entrance to Little Beach Park, connects residents to the Eagle River, loops around to Minturn's Amphitheater, crosses the Union Pacific Railroad line, and continues to Minturn's Bike Park; and

**WHEREAS**, the Town is requesting \$45,000 from the Colorado Parks and Wildlife State Trails Grant Program for the Minturn Trails Planning (MTP) Project; and

**WHEREAS**, the Town is committing \$44,940 as a local match; and

**WHEREAS**, the Town has a legally binding agreement with the Union Pacific Railroad that allows for the at-grade crossing and the trail's construction in the railroad easement; and

**WHEREAS**, the Minturn Town Council finds that Minturn Trails Planning (MTP) Project will promote the Minturn community's health, safety, and general welfare.

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

**Section 1.**

- 1.) The above recitals are hereby incorporated as findings by the Town.
- 2.) The Town Council of the Town of Minturn strongly supports the application and has appropriated \$44,940 in matching funds from the General Fund for the State Trails Grant Program.
- 3.) If the grant is awarded, the Minturn Town Council strongly supports the completion of the project.
- 4.) If the grant is awarded, the Town will work with the Union Pacific Railroad to ensure that trails built will be available for public use for the next 25 years.
- 5.) This resolution is in full force and effect from and after its passage and approval.

**Section 2.** This resolution will be in full force and effect from and after its passage and approval.

INTRODUCED, READ, PASSED, AND ADOPTED by the Town Council of the Town of  
Minturn, Colorado this 17<sup>th</sup> day of September, 2025.

---

Earle Bidez, Mayor

ATTEST:

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Jay Brunvand, Town Clerk



# MINTURN TRAILS PLANNING PROJECT

*MINTURN WILL CONNECT DOWNTOWN, LITTLE BEACH PARK, THE EAGLE RIVER, AND MOUNTAIN BIKE PARK.*





# MINTURN TRAILS PLANNING PROJECT

**MINTURN WILL CONNECT DOWNTOWN, LITTLE BEACH PARK, THE EAGLE RIVER, AND MOUNTAIN BIKE PARK.**



## Executive Summary

The Town of Minturn seeks \$45,000 from the Colorado State Recreational Trails Non-Motorized Grant Program, with a \$44,940 local match, to design a half-mile soft-surface trail that connects residents and visitors to Minturn's key parks, the Eagle River, and bike facilities without the need for a vehicle.

## Project Overview

Minturn's Trails Planning (MTP) Project will design a 0.5-mile soft-surface trail system linking Downtown Minturn, Little Beach Park, the Eagle River, and the Mountain Bike Park. The trail will begin at Little Beach Park, meander along the Eagle River, loop to the Amphitheater, cross the Union Pacific Railroad line, and continue to the Bike Park.

## Community Need & Benefits

- Minturn sits in a narrow valley with limited space for recreation and few developed park amenities.
- While national forest trails surround the Town, Minturn lacks an internal trail system connecting residents to local facilities.
- This project will allow safe, non-vehicular access to the Town's key recreational and cultural amenities while enhancing connections to the natural environment.

## Recreational Assets Connected

- Little Beach Park – Minturn's only community park with playground, open space, and river access.
- Little Beach Amphitheater – Venue for free summer concerts, Independence Day celebrations, and community events.
- The Eagle River – One of three CDPHE-approved safe river access sites in Minturn, following historic contamination cleanup.
- Minturn Bike Park – The Town's only bike park, serving both beginners and advanced riders with dirt jumps, rock features, and technical trails.

## Community Engagement

The Town will conduct a bilingual outreach process to ensure the trail's final design reflects resident needs and priorities, ensuring equitable access to recreational opportunities.

## Funding Request

The Town requests \$45,000 in CPW grant funds, matched by \$44,940 in local contributions, to complete design of the Minturn Trails Planning Project.

## Contact

Rob Gutierrez, Town Manager  
Town of Minturn  
Phone: 970-827-5645 x8  
Email: [manager@minturn.org](mailto:manager@minturn.org)



# Project Budget



## NON-MOTORIZED TRAILS GRANT

| Project details                                                                       |                                 |            |               | Match details           |         |                |              | Amount       |
|---------------------------------------------------------------------------------------|---------------------------------|------------|---------------|-------------------------|---------|----------------|--------------|--------------|
| CPW Grant #                                                                           |                                 |            |               | Source of match         | Type    | Date available |              |              |
| Organization                                                                          | Colorado Trails Ambassadors     |            |               | Anytown, CO             | Cash    | Jul-24         | \$           | 11,300.00    |
| Project title                                                                         | Rocky Heights Trail Restoration |            |               | Local Trailrunner Group | Cash    | Sep-24         | \$           | 6,523.00     |
| CPW Grant Request                                                                     | \$ 93,631.00                    |            |               | Volunteer Org           | In-Kind | Jan-25         | \$           | 5,990.00     |
| Local match                                                                           | \$ 23,813.00                    | Min. Match | \$ 23,407.75  |                         |         |                |              |              |
| Project Total                                                                         | \$ 117,444.00                   |            |               | Total                   |         |                |              | \$ 23,813.00 |
| Description                                                                           | Qty                             | Unit type  | Cost per unit | Total                   | Type    | CPW Grant      | Local match  | Balance      |
| Contracted Services                                                                   |                                 |            |               |                         |         |                |              |              |
| Contractor Labor: Trail Reroute                                                       | 7900                            | FT         | \$ 3.50       | \$ 27,650.00            | Cash    | \$ 26,000.00   | \$ 1,650.00  | \$ -         |
| Contractor Labor: Decommission                                                        | 1580                            | FT         | \$ 3.00       | \$ 4,740.00             | Cash    | \$ 4,740.00    |              | \$ -         |
| Contractor Labor: Trailhead Construction                                              | 3000                            | SF         | \$ 7.75       | \$ 23,250.00            | Cash    | \$ 20,191.00   | \$ 3,059.00  | \$ -         |
| Youth Corps Labor: Trail Construction                                                 | 4                               | WK         | \$ 8,800.00   | \$ 35,200.00            | Cash    | \$ 33,000.00   | \$ 2,200.00  | \$ -         |
| Anytown Parks and Rec Management                                                      | 100                             | HR         | \$ 35.00      | \$ 3,500.00             | Cash    |                | \$ 3,500.00  | \$ -         |
|                                                                                       |                                 |            |               | \$ -                    |         |                |              | \$ -         |
| Salary/Wages                                                                          |                                 |            |               |                         |         |                |              |              |
| Crew wages - Anytown, CO                                                              | 200                             | HR         | \$ 20.00      | \$ 4,000.00             | Cash    | \$ 1,500.00    | \$ 2,500.00  | \$ -         |
| Grant Admin/Bookkeeping                                                               | 100                             | HR         | \$ 25.00      | \$ 2,500.00             | Cash    | \$ 2,500.00    |              | \$ -         |
| Field Staff Manager                                                                   | 60                              | HR         | \$ 25.00      | \$ 1,500.00             | Cash    | \$ 1,500.00    |              | \$ -         |
| Executive Director                                                                    | 40                              | HR         | \$ 33.00      | \$ 1,320.00             | Cash    |                | \$ 1,320.00  | \$ -         |
|                                                                                       |                                 |            |               | \$ -                    |         |                |              | \$ -         |
| Materials/Supplies                                                                    |                                 |            |               |                         |         |                |              |              |
| Native Seed (bags)                                                                    | 2                               | EA         | \$ 150.00     | \$ 300.00               | Cash    | \$ 300.00      |              | \$ -         |
| Signage                                                                               | 10                              | EA         | \$ 40.00      | \$ 400.00               | Cash    | \$ 400.00      |              | \$ -         |
| Lumber & Hardware such as screws, bolts, rebar, puncheons, picks, shovels, saws, etc. | 1                               | EA         | \$ 3,500.00   | \$ 3,500.00             | Cash    | \$ 3,500.00    |              | \$ -         |
|                                                                                       |                                 |            |               | \$ -                    |         |                |              | \$ -         |
|                                                                                       |                                 |            |               | \$ -                    |         |                |              | \$ -         |
| Additional Categories                                                                 |                                 |            |               |                         |         |                |              |              |
| User Group volunteers                                                                 | 120                             | HR         | \$ 29.95      | \$ 3,594.00             | Cash    |                | \$ 3,594.00  | \$ -         |
| Volunteer Org                                                                         | 200                             | HR         | \$ 29.95      | \$ 5,990.00             | In-Kind |                | \$ 5,990.00  | \$ -         |
|                                                                                       |                                 |            |               | \$ -                    |         |                |              | \$ -         |
| TOTAL                                                                                 |                                 |            |               | \$ 117,444.00           |         | \$ 93,631.00   | \$ 23,813.00 |              |

September 17, 2025

ATTN: Colorado Energy Office  
1600 Broadway, Suite 1960  
Denver, CO 80202

RE: Local IMPACT Accelerator Application Letter of Commitment to Support “High-Performing Mountain Communities: A Regional Approach to Energy Code Innovation and Retrofit Implementation”

Dear Russ Sands,

I am writing to confirm the Town of Minturn’s commitment to passing Aspen’s High-Performing Mountain Communities: A Regional Approach to Energy Code Innovation and Retrofit Implementation application which is being submitted for funding under the Local IMPACT Accelerator. Our community is dedicated to passing this policy. We feel certain that the policy will pass in our jurisdiction because:

1. We have already demonstrated our commitment to advanced building code updates through the [Regional Net Zero Roadmap](#) project in 2024. This Roadmap outlines that jurisdictions are already committed to all-electric with some exceptions between 2026 and 2029.
2. Risk of the policy failing has been mitigated through comprehensive regional engagement with town councils, county commissions, and buildings workforce around the Regional Net Zero Roadmap timelines and goals.
3. [Include additional support mechanism(s), examples below]:
  - a. Town of Minturn is committed to State, Regional and county-wide greenhouse gas reduction goals.
  - b. Staff has been committed to working on this initiative, and/or
  - c. This policy was adopted as a priority through the Eagle County Climate Action Plan

We are pleased to contribute staff time and project evaluation as outlined in the grant application, The Town of Minturn is committed to the following:

1. Add a commitment to your community’s allocation of matching funds for applicants. Match can also be discussed in a separate letter if desired]
2. We will also meet the match requirement by supplying policy review of in-kind contributions made up of staff hours not directly associated with the application. Combined with cash this adds up to \$2,750.
3. Working with the other cohort communities involved in this application to successfully accomplish what this application details.

The Town of Minturn looks forward to working closely with the City of Aspen and other cohort communities to make this initiative a success.

We are enthusiastic about the opportunity to make an impact on the local community.

Sincerely,





Town of Minturn  
301 Boulder St #309  
Minturn, CO 81645  
970-827-5645  
[council@minturn.org](mailto:council@minturn.org)  
[www.minturn.org](http://www.minturn.org)

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## **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.

### **October 1, 2025**

- 2025 Colorado Wildfire Resiliency Code Presentation
- FY2026 Budget review and acceptance
- Bellm Bridge RFQ Award

### **October 15, 2025:**

- Proclamation - High Five Access Media Day
- Taylor Street Repaving
- Regional Housing Strategy Kick Off Presentation by GPS

### **November 5, 2025:**

- FY 2026 Budget – Public Hearing

### **November 19, 2025:**

- FY 2026 1<sup>st</sup> Reading of Budget Ordinances

### **December 3, 2025:**

- FY 2026 2<sup>nd</sup> Reading of Budget Ordinances

### **Dates to be Determined / Long Term Scheduling:**

- Motion to approve the posting of an RFP for the Highlands Parcel
- Resolution Approving a Contract for the Repaving of Taylor Street
- Adoption of the updated Regional Housing Authority Action Plan
- Traffic Calming
- Golf Cart Discussion
- Ordinance \_\_ (First Reading) - An Ordinance Adopting the 2024 Model Traffic Code (with Amendments) – Legal/Krieg