



Agenda

Town Council Regular Meeting | 5:30 PM

Wednesday, November 19, 2025

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

The agenda is subject to change, including the addition of items 24 hours in advance or the deletion of items at any time. The order of agenda items listed are approximate.

This agenda and meetings can be viewed at www.minturn.org.

Meeting Access Information and Public Participation:

This will be an in-person meeting with access for the public to attend in person or via the Zoom link included. Zoom Link: <https://us02web.zoom.us/j/86135913432>

Zoom Call-In Information: 1 651 372 8299 or 1 301 715 8592 **Webinar ID:** 861 3591 3432

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. 11-05-2025 Minutes

B. Resolution No. 46 - Series 2025 - Administrative Policy: Employee Housing

C. Resolution No. 47 - Series 2025, Administrative Policy: DOT Drug and Alcohol Testing

D. Temporary Sales Room Liquor Permit (Winter Holiday Market) - Moxycello

E. Temporary Sales Room Liquor Permit (Winter Holiday Market) - Wild Mountain Cellars

4. Approval of Regular Agenda

Opportunity for amendment or deletions to the agenda.

5. Declaration of Conflicts of Interest

6. Public Comment

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

7. Council and Committee Reports

8. Staff Reports

A. Manager's Report

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. Proclamation - Eagle County Gives / CO Gives Day

B. VVMTA Bike Park Updates / Funding Request

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 No. 48 - Series 2025, A Resolution to Approve a Listing Contract for the Highlands Parcels

B. Ordinance 11 – Series 2025 (First Reading) An Ordinance Creating a Supplemental Appropriation to the 2025 Town of Minturn Budget – Brunvand

C. Ordinance 12 – Series 2025 (First Reading) An Ordinance Adopting the Fee Schedules for Fiscal Year 2026 for the Town of Minturn – Brunvand

D. Ordinance 13 – Series 2025 (First Reading) An Ordinance Setting the 2026 General Property Tax Mill Levy for the Town of Minturn – Brunvand

E. Ordinance 14 – Series 2025 (First Reading) An Ordinance Adopting the FY2026 Annual Budget and Recognizing the Town of Minturn's 2026 Revenues and Expenses by Fund – Brunvand

11. Discussion / Direction Items

A. Water Treatment Plant Bond Financing Options Discussion (Northland Public Finance - Troy Bernberg)

B. Minturn Shooting Range

12. Future Agenda Items

A. Future Meeting Topics

13. Adjourn

Information Only Items

Upcoming Council Meetings: 12/3, 12/17, 1/7. Upcoming Holidays: Town Hall closed on 11/25 and 11/26 for Thanksgiving. Upcoming Special Events: December First Friday Chriskindlmarkt (12/5) at Minturn Whisky Co, Minturn Holiday Market at The Barn (Saturday 12/6).



Official Minutes Town Council Regular Meeting | 5:30 PM

Wednesday, November 5, 2025

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

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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 5:30 p.m.

2. Roll Call and Pledge of Allegiance

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

Staff Members Present: Town Manager Rob Gutierrez, Town Clerk Jay Brunvand, Town Attorney Mike Sawyer, Public Works Director Michael Martinez, and Planner II Madison Harris.

3. Approval of Consent Agenda

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

A. 10-15-2025 Minutes

B. 0236 Miles End Lane - New Single Family Residence

- C. 0246 Miles End Lane - New Single Family Residence
- D. 0018 Abby Road - Changes to Approved Plans of a Single Family Residence
- E. Liquor License Annual Renewal - Minturn Mile Liquors
- F. Liquor License Annual Renewal - Pizza Pub LLC, dba Magustos

Motion by Gusty K., second by Eric G., to approve the consent agenda of November 5, 2025 as presented. Motion passed 7-0.

4. Approval of Regular Agenda

Opportunity for amendment or deletions to the agenda.

Motion by Eric G., second by Gusty K., to approve the regular agenda of November 5, 2025 as presented. Motion passed 7-0.

5. Declaration of Conflicts of Interest

No 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.

Cam Patterson, Denver

Exploring potentially starting a business in Minturn. A temporary business of a sauna in an airstream. The temporary business license currently only covers food trucks and would like to ask the Council to revise the code to allow this. This would be a stationary business, but would be able to pack up and move within 24-48 hours.

7. Council and Committee Reports

Gusty K. gave a shout out to Hive Five Access Media. Colorado Gives is open and they are one of the beneficiaries. Without them Council meetings, school and sports events would not be filmed throughout the valley. Asked for a donation because the franchise fees collected through Comcast are shrinking due to everyone streaming now.

Brian R. was nominated as the representative to the Regional Partnership Initiative as part of Gov. Polis' executive order. The group is being shrunk, so we might not have a seat. The end goal is to have a plan to the state. There's a \$40 mil. pot for projects.

Lynn F. with the ERFDP have been working on the revised employee handbook.

Eric G. thanked everyone for voting yesterday.

Earle B. asked our citizens that can afford it to donate to the Eagle Valley Community Foundation. Vail will police Vail Pass this winter. Birch Barron with Eagle County Emergency Response gave a great presentation at the CAST meeting, but it's not so granular as to what everyone should be doing in the case of an evacuation. Would like to invite him to give a presentation soon to discuss what staff's and the county's responsibilities would be.

8. Staff Reports

- A. Manager's Report
Top Update

- **Projects Complete** – Work has been completed on key components of several ongoing projects at Little Beach Park, Town Hall, North Main Street/Railroad Avenue, and Norman Street. Pictures are included in this report.

Active Initiatives

Public Works Department

- We have two new employees starting on November 10th which will bring the total Minturn Public Works Team up to four employees.
- An Equipment Operator position is still posted, and we are continuing to interview potential candidates.
- We have ordered a new **SnowEx truck plow** and expect arrival by the end of next week.
- Staff are currently evaluating the most cost-effective options for the acquisition of a new Class 2b Service Truck and Class 8 Dump Truck.

Town Hall 2-Bedroom Apartment RFP

- An amendment to the original RFP—seeking a contractor to reconstruct the former two-bedroom apartment within Town Hall—was issued in late October to reduce the project scope and manage costs.
- The Town received three proposals, and staff will complete the evaluation process by November 7. The highest-scoring proposal will be presented to the Town Council for consideration at the November 19 meeting.

Comprehensive Impact Fee Study RFP

- RFP was issued on October 10th, 2025, and seeks a consultant to prepare a Comprehensive Impact Fee Study for transportation, parks, public safety, housing, and infrastructure. Includes a separate Plant Investment Fee (PIF) analysis for the Water Enterprise Fund to maintain TABOR compliance. Proposals due November 14th.

Emerging Initiatives

Minturn Shooting Range

- A discussion item for Council is planned for an upcoming Council meeting to talk about potential steps for improving management of the range.

Housing

- Staff are researching long-term employee housing options. One potential approach involves placing a 1–2-bedroom modular ADU on the Town Manager's property, estimated at \$150,000–\$225,000 total, with a projected cost recovery in 7–10 years at a monthly rent of \$1,800
- Staff are exploring participation in the regional Housing Action Plan led by Avon and Eagle County, which could increase funding flexibility and coordination for future housing projects.

Parks and Recreation

- We have been selected to participate in the Colorado OEDIT Rural Technical Assistance Program. Graduate students from the Masters of Environment Program at CU Boulder and CSU Extension will take on the role of community consultants to develop a Community Action Plan in winter 2025/2026.
- The Minturn Fitness Center Board met on October 7th. The MFC has been experiencing its strongest fiscal performance since its opening over the last several months. The town is exploring ways that we can support the MFC's continued growth in 2026.

Economic Development

- The Downtown Development Authority Plan of Development will come before the Council at the December 17th, 2025, meeting.
- 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

October 15th, 2025, Meeting

Councilor Priest

Question/Comment

Comments about implementing load restrictions for Bellm Bridge and pros/cons of doing two bridges or one for pedestrians and vehicles.

Answer

Town Engineer Spanel said that CDOT is actively monitoring the bridge and at this time does not believe there is a need to implement load restrictions. The bridge's condition will continue to be reassessed and CDOT will recommend load restrictions when necessary.

Capital Projects

Minturn Water Treatment Plant

- **Status:** 90% design is complete. Design has been submitted and accepted by CDPHE for review. Timeline could be 3 to 6 months.
- **Cost Estimate:** ~\$11M at 60% design; updated estimate pending.
- **Next Steps:** Council will be hearing an update from the Municipal Advisor at the November 19th meeting.

Taylor Street Repaving

- **Status:** Design is complete.
- **Next Steps:** Public bid and contractor selection. Date is TBD.

US 24 Pedestrian Improvement

- **Status:** The sidewalk extension project encountered significant difficulties with the relocation of an existing Xcel Energy gas line. Construction of the sidewalk has been postponed until spring 2026 when Xcel Energy can return to relocate the gas line.
- **Next Steps:** Staff are working with Xcel Energy and Phoenix Industries to negotiate the potential costs and impacts of a spring 2026 re-mobilization.

Bellm Bridge Design RFQ

- **Status:** At the previous meeting Council selected Short Elliot Hendrickson as the design firm for the bridge. Staff will have an initial meeting with them on November 5th.
- **Next Steps:** Staff are seeking approval from Council to apply to CDOT's Off-System Bridge Grant Program for Bellm Bridge. This grant, if awarded, will only cover a portion of the estimated cost of \$6 million for the replacement bridge. Staff are exploring additional funding opportunities.

Little Beach Park & Historic Meyer's Barn

- **Status:** Installation of the new retaining wall and asphalt access road is complete.
- **Next Steps:** Staff will draft an RFP for a new playground with the input of the Council committee.

North Main Street Pedestrian Improvement & Cemetery Road Crossing

- **Status:** Complete

Norman Street Repaving

- **Status:** Complete

3-Bedroom Town Hall Apartment Renovation

- Renovations to the three-bedroom apartment in Town Hall have been completed. Improvements include fresh interior paint, installation of vinyl plank

flooring throughout, tile flooring in both bathrooms, a new dishwasher, a larger stainless steel kitchen sink, and upgraded LED recessed lighting. The total project cost was approximately \$23,566, which is projected to be recovered through rental income within 17 months.

B. Economic Development Update - DDA Plan of Development Next Steps and Timeline

INTRODUCTION / REQUEST:

The Minturn Downtown Development Authority has entered into a service agreement with Ayres Associates for the preparation of a Plan of Development. A Plan of Development is a requirement per state statute, and will establish the goals and priorities of the DDA, and will help shape the work plan for the DDA board. The onsite workshop took place on October 21, 21 and 22 in Minturn. Thank you to those who participated.

ANALYSIS / NEXT STEPS:

A DDA Plan of Development serves as a roadmap for how the DDA will use its powers and funds to improve the downtown area. It is important that we establish a professional, well-crafted plan as this will serve as our guiding document for several years. Ayres Associates has significant experience in this space, having done this work for other Colorado municipalities. Minturn in particular has been looking at the Fraser DDA Plan of Development as a possible example of a strong template to work from. Ayres did the Fraser Plan of Development.

COMMUNITY INPUT:

Community input was gathered initially through the DDA outreach and education process that occurred prior to the DDA election. Downtown stakeholders, staff, Council and Planning Commission were also invited to participate in the recent workshop. Ayres has provided a draft plan, which is currently being reviewed by staff. The DDA Board will review next, and there will be some back and forth editing and final formatting throughout November. The final version will come before Planning Commission for review and Town Council for approval / adoption. Once approved, the final document will be submitted to both the State and the County to be registered.

STRATEGIC PLAN ALIGNMENT:

The establishment of the Minturn DDA is a specific priority laid out in the 2025 – 2027 Strategic Plan. The Plan of Development is an integral part of laying the groundwork for how the DDA will operate.

IT IS EXPECTED THAT THE PLAN OF DEVELOPMENT WILL BE ON THE 12/17 TOWN COUNCIL AGENDA, THOUGH IT COULD BE EARLIER.

9. Special Presentations

No Special Presentations

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 No. 44 - Series 2025 - CDOT Off-System Bridge Grant

Rob G. introduced the resolution and asked for approval to apply to a grant from CDOT with a 20% local match of \$1,169,997 for the replacement of Bellm Bridge. Debra with Sustainable Strategies thought that we have a good chance of getting Congressionally Directed Funding or through the Federal Transportation Department. Might extend the scope of the project to repaving Railroad Ave and going up to Taylor as that might be better for our application to the Federal Government.

Motion by Tom P., second by Gusty K., to approve Resolution 44 – Series 2025 Authorizing the Town Manager to Submit an Application to CDOT for Funding Under the Off-System Bridge Grant Program for the Replacement of Bellm Bridge. Motion passed 7-0.

B. Resolution No. 45 - Series, A Resolution Amending the Karp Neu Hanlon Town Attorney Agreement to Include Water Attorney Services

Mike S. introduced the topic. As the Council is likely aware Minturn's water rights attorney Susan Ryan of Holland & Hart was recently appointed to fill a position as a District Court Judge in Ninth Judicial District. Susan assisted Minturn with several important water matters during her tenure. These include negotiating an agreement with the Colorado Water Conservation Board involving the instream flow and Cross Creek, working with Eagle River Water and Sanitation District on Bolts Lake issues and shepherding Town water right applications through the Water Court process. Susan will make a wonderful District Court Judge, but her absence will be felt in Minturn. During her tenure, Susan was often assisted by attorney Bill Caile at Holland and Hart. Bill recently represented the Town in a water court case brought by Eagle River Water and Sanitation District that was opposed by Jeff Tucker. Bill is continuing to work on one remaining active water case for Minturn. On behalf of myself as the Town attorney and on behalf of the Town of Minturn we express our gratitude to Susan and Bill for their efforts.

In speaking with Town Manager Rob Gutierrez, it seems like now maybe an advantageous point to transition Minturn's water work to my firm Karp Neu Hanlon. Over the 11 years that I have served as Town attorney, I have participated in many meetings with Susan and her predecessor discussing and strategizing over Minturn's water rights. Prior to Susan's departure from private practice, we sat down with her for an extensive briefing on the Town's water rights and issues to pay attention to in the future. Currently, approximately 1/3 of my practice involves water right matters. I and my team of lawyers and assistants can successfully represent Minturn in its water right matters going forward and would be honored to do so.

I believe that there would be some cost savings in bringing the general Town Attorney work and the water rights attorney work under one roof. I am willing to offer Minturn a discounted rate from my general water rights representation rate. Work on water rights for the Town would be billed according to the attached rate sheet.

As noted, Bill Caile will continue to work on a pending water court case until it is completed.

Lynn F. has quite a bit of experience with our water attorneys in the past years and thinks this is a great opportunity for us to have Mike S. be our water counsel. He has a greater context which has often been missed by others and he has the necessary expertise. This will result in us getting better, less expensive representation. Advocates for the approval of the resolution.

Gusty K. agrees.

Brian R. asked if it's normal for a town to have water and general counsel under the same umbrella.

- Mike S. said that it is more common than not.

Earle B. said that his current rate will not change.

Motion by Gusty K., second by Tom P., to approve Resolution 45 – Series 2025 Amending the Engagement Agreement Between Karp Neu Hanlon P.C. and the Town

of Minturn, Colorado to Include Water Attorney Services. Motion passed 7-0.

C. FY2026 Budget - Public Hearing

Earle B. called to order the Public Hearing for the purpose of discussion and comment on the fiscal year 2026 proposed budget and to gather input, pro or con, on the proposed Minturn Town Budget for the fiscal year January 1 through December 31, 2026.

Jay B. went through his memo and asked the Council to open the public hearing for the Fiscal Year 2026 Preliminary Budget.

INTRODUCTION:

As required by Colorado State law, the Council must hold a public hearing on the proposed Fiscal Year 2026 budget. This Public Hearing has been published and posted for this meeting. Following the 11/5/25 meeting the next steps will be to present and consider the Ordinances with First Reading on 11/19/25 and Second Reading on 12/3/25 to formally pass the budget.

ANALYSIS:

As required by Colorado law, the Town has set one Public Hearing for the FY2026 Budget at this November 5th meeting. Although further discussion will ensue through final adoption of the budget on December 3, 2025 and the public will be allowed to comment at each meeting, this is the one and only official Public Hearing. To date, Staff has taken your comments and suggestions and incorporated them into the FY2026 Budget as well as comments and direction given during the previous several meetings which have occurred over the past several months. In the event any material changes come forth from the Public Hearing process or further Council direction, those changes also will be included in the scheduled final passage of the budget ordinances on December 3rd. I will distribute an updated budget document thereafter as the final changes are processed.

Items discussed at the October 1, 2025 Council meeting (these will be reflected in the final budget approved on 12/3/2025:

I have revised and updated the payroll and staffing worksheets and totals to include the most recent hires in Public Works.

- Payroll comprises 19% of the combined General and Enterprise fund budgets
- Wages comprise 14% of the combined and the balance is taxes, retirement, and employee insurance.

Property Tax Revenue 01-00-4010: WHY did the property tax grow an estimated 20% over FY2025?

- Wild housing market combined with state Legislative actions has resulted in random swings in assessment percentages and artificially deflated revenues over the last few years.
- 2025 is an assessment year.
- 2023 over 2022 was a negative 4% growth.
- 2024 over 2023 was approximately 33% growth. (2023 was an assessment year)
- 2025 over 2024 was 3% growth.
- Over the past seven years we've grown an average of 12% annually.
- Our mill levy is 17.934 and has not changed and over 28 years. As we have discussed when the economy is flush we have our budget grows, when the economy is reducing we tighten our belts along with the rest of the citizens.
- In 2025 property tax revenue was \$846,000, In 2008 it was \$455,000. It took us 17 years to double our property tax, and during those ensuing years there

were four years when we were actually below \$455,000. This represents a good picture of how we have changed and how we have gone up and down over the years as the economy has ebbed and flowed.

Downtown Development Authority (DDA): As we discussed in the October 1st meeting,

- Revenue for the DDA is based on all taxing entities within the DDA, it is not limited to just the Town's mill levy.
- The town is budgeted to backfill up to \$15,000 for DDA projects. These projects would be determined by the town manager and/or council decision as warranted. Council requested these contributed funds be used only for projects, not for staff needs or similar.
- It is anticipated that the DDA will receive about \$250 in tax money for the fiscal year 2026. It's important to recognize this will be a slow growth process. The district is not very big and the development in that defined area is potentially quite limited.

In June of 2000 the town negotiated a lease with the US Post Office for space to conduct business as a post office in the town hall. In June of 2010 the USPO exercised a first option to extend the lease 10 more years. In June of 2021 the post office exercised a second option for five years extending the lease to 2026. In June of 2026 the post office has the option to extend a third time. Staff will keep council informed as needed. Rent is scheduled to increase in June from \$79,823 to \$87,805 annually or \$6,651.92 to \$7,317.08 monthly a 10% increase.

Council and staff have discussed traffic calming measures in town. In the Public Works budget, we have streets and sidewalks as a line item with a budget of \$125,000. A portion of this can be used during the year to experiment with traffic calming measures.

There was discussion about parking signs directing people to the Municipal Parking lot. There is a sign in front of Magustos which directs people to the municipal parking lot. A number of years ago we made an effort to standardize our directional signage throughout town. A thought would be to revisit this signage plan and make sure that it is what we want and that it is doing what we want, this can be done in 2026 with available funds.

BUDGET / STAFF IMPACT:

The annual fiscal budget sets forth projected income and expenses and sets forth a plan to achieve our stated goals. The budget will appropriate reserves, revenues and expenses and set the mill levy and fees for the ensuing year.

No public comment
Public hearing closed.

Lynn F. stated that Jay B. did a wonderful, conscientious job, and we are very lucky to have him.

Gusty K. would like to ensure that the Day Care is providing the five spots to Minturn residents that were promised with the funding.

11. Discussion / Direction Items

A. 2025-2026 Snow Removal Plan Updates (Michael Martinez)

Michael M. wants to eliminate the weekend contract in the past and consolidate into public works with a rotating schedule for weekend plowing. On the weekend and Fridays will prioritize accessibility for businesses on Main Street. Two more people start next week, and in the process of finding one more operator.

Rob G. stated that they are looking for two more trucks, and what the most cost efficient way is.

Tom P. asked how the loaders are holding up.

- Michael M. stated that the 2009 loader is in good shape, the other one's fuel injector we hope will last through the winter. Would like to start moving into automatics for some of our equipment.

B. Highlands Parcels (Direction Regarding Selection of a Broker and Related Topics):

- Access Road Construction
- Improve Survey w/Topo
- Corner Monuments
- USFS Access

Rob G. hoping to know where Council would like us to go next.

Lynn F. posed two questions: that in the event that we decide to sell this property and what to do with the property if we don't sell it. Before making a decision there should be a work session with the public. Would like Pete, Brick, and Lacy on board prior to discussions with the public about why we should sell this property and perhaps someone else on board to explain how this would effect people's water bills.

Tom P. believes that we've already had public input and now we just need to hire a broker, and if people don't want that then they need to propose a different solution for how to pay for the WTP.

Gusty K. agrees with Tom P. that we've already received public comment on this parcel. We need to get this parcel on the market to use the funds for the WTP and stop kicking the can down the road.

Mike S. noted that the property currently exists in a holding zone. He thinks that any prospective purchaser will want us to rezone the property which will be a public process. Even if we rezone it now, we likely would have to amend it later.

Earle B. asked the brokers in the audience about what they think the process should be.

Lynn F. believes that there needs to be more public input on the outcome of the property.

Discussion ensued on what process to do.

Tom P. would like to work with Slifer on the sale, Eric G. agrees.

Brick doesn't think that they need to do a soils test at this point. Concerning water, he believes there is water on the property, but can't test for that now because we don't know where the potential build site would be. The state has an amazing resource about all the nearby wells. Creating a certain amount of guardrails would be helpful for what we are looking for on the parcels.

Direction was to go with Slifer.

Tom P. pointed out that there were three other issues: access to the property, key to the gate, and zoning.

Brick said that a survey is also an issue.

Rob G. stated that the Town Engineer is working on that.

Note: 5 minute recess called at 7:05 p.m.

C. Update Regarding Nuisance Prosecution of Minturn Cemetery District pursuant to C.R.S 24-6-402(4)(b)

Mike S. recapped the events leading up to the nuisance prosecution. The Cemetery was asked to fully abate the nuisance (spiked fence), the Cemetery declined, but said that the Town could if they paid for it (they estimated \$35,000). The Town sent a settlement document that we would remove the spikes on the fence if the Cemetery capped them. The Cemetery declined. The Cemetery maintains that the Town approved the fence in the past, but no one has been able to provide any evidence to this affect.

Tom P. pointed out that the board president at the time of the last incident (winter 2023) promised to take care of this by Spring 2023 and that didn't happen, so there are issues with them following through.

Earle B. pointed out that there is an open seat on the Cemetery board.

- Lynn F. thinks that we should talk to Commissioner Matt Scherr and then subsequently the Board of County Commissioners.
- Mike S. suggested rounding up names for volunteers to apply for the Cemetery board.

12. Future Agenda Items

A. Future Meeting Topics

13. Adjourn

Motion by Tom P., second by Kate S., to adjourn the regular meeting of November 5, 2025 at 7:36 p.m.

Earle Bidez, Mayor

ATTEST:

Jay Brunvand, Town Clerk

Information Only Items

Upcoming Council Meetings: 11/19, 12/3, 12/17. Upcoming Special Events: November First Friday (11/7) at Mexican Bar & Grill. Holiday Events Announcements Coming Soon.

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 46 - SERIES 2025**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO,
APPROVING ADMINISTRATIVE POLICY 1: ADMINISTERING TOWN-OWNED EMPLOYEE
HOUSING UNITS**

WHEREAS, the Town of Minturn (“Town”) owns and operates residential dwelling units used to house Town employees and other qualified occupants essential to Town operations and public services; and

WHEREAS, the Town Council finds it necessary to establish a consistent administrative framework governing eligibility, rent tiers, leasing, reassignment, and related housing practices to ensure equitable, lawful, and transparent management of Town-owned housing units; and

WHEREAS, the proposed Town-Owned Employee Housing Policy, attached hereto as Exhibit A, provides administrative standards consistent with:

- the Federal Fair Housing Act, 42 U.S.C. § 3601 et seq.;
- the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act;
- the Colorado Anti-Discrimination Act;
- the Colorado Warranty of Habitability Act, C.R.S. § 38-12-501 et seq.; and
- applicable provisions of the Colorado Revised Statutes governing municipal powers, including C.R.S. § 31-15-101 and § 31-15-103; and

WHEREAS, the Town Council desires to formally adopt this administrative policy as part of the Town’s internal policy framework to guide present and future administration of Town-owned housing.

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

Section 1. Adoption of Policy.

The Town-Owned Employee Housing Policy, attached hereto and incorporated herein as Exhibit A, is hereby adopted as Administrative Policy 1 within the Town of Minturn’s Administrative Policy Manual.

Section 2. Implementation.

The Town Manager, or designee, is authorized to implement and administer the provisions of this policy, adopt related administrative forms and procedures, and make minor non-

substantive revisions as needed to maintain legal compliance and operational consistency.

Section 3. Supersession.

Any prior practices, guidelines, or memoranda governing Town-owned employee housing are hereby repealed or superseded to the extent inconsistent with this policy.

Section 4. Effective Date.

This Resolution shall take effect immediately upon adoption.

INTRODUCED, READ, APPROVED, ADOPTED, AND RESOLVED on this 19th day of NOVEMBER 2025.

Earle Bidez, Mayor

ATTEST:

Jay Brunvand, Town Clerk

Town of Minturn Administrative Policy 1 – Administering Town-Owned Employee Housing Units

1. Purpose and Policy Statement

The Town of Minturn (“Town”) may acquire, own, and operate residential dwelling units (“Units”) to recruit and retain employees, stabilize essential municipal and public service operations, and efficiently utilize limited housing resources.

This Policy establishes uniform rules for eligibility, tiered rent structure, leasing, administration, reassignment, and compliance.

Where a recorded deed restriction applicable to a specific Unit imposes conditions or limitations that are more restrictive than this Policy, the deed restriction shall control.

The Town will administer all housing in a fair, transparent, and non-discriminatory manner consistent with federal, state, and local law.

2. Authority and Administration

2.1 Adoption and Amendment

Adopted by Town Council resolution; may be amended by resolution.

2.2 Housing Administrator

The Town Manager, or designee, serves as “Housing Administrator,” responsible for eligibility review, waitlists, rent classification, assignments, enforcement, and compliance.

2.3 Administrative Guidelines

The Housing Administrator may issue supplemental administrative procedures, forms, and checklists consistent with this Policy.

2.4 Record Management

Housing records are public under CORA except for confidential or personally identifiable information. The Town will safeguard private data and follow record retention schedules for secure storage and destruction.

3. Legal Compliance and Applicability

The Town shall comply with:

- Federal Fair Housing Act (42 U.S.C. § 3601 et seq.)
- Americans with Disabilities Act and Section 504 (reasonable accommodation/modification)
- Colorado Anti-Discrimination Act
- Colorado Warranty of Habitability (C.R.S. § 38-12-501 et seq.)
- Colorado Forcible Entry and Detainer statutes (C.R.S. § 13-40-101 et seq.)
- Federal Fair Credit Reporting Act (FCRA) for any consumer report

Exhibit A
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- Colorado wage laws on payroll deductions
- Applicable building, fire, health, and safety codes

Self-help eviction is prohibited. All evictions shall occur only through lawful court processes.

4. Definitions

Deed-Restricted Unit: A Unit subject to recorded covenants or agreements limiting occupancy, income, or rent.

Employee: A person employed, or planning to be employed, at least 30 hours per week by the Town in a regular full-time or part-time position. Independent contractors or interns are excluded unless expressly authorized.

Housing Administrator: The Town Manager or designee implementing this Policy.

Immediate Household: The qualifying applicant, spouse/partner, and dependents who occupy the Unit as their Primary Residence.

Qualified Applicant: An Employee or person meeting the rent tier qualifications under Section 8.

Reserved Assignment Unit: A Unit designated for specific executive-level use under Section 9.

Reasonable Accommodation/Modification: A change in rules, policies, or physical features necessary for a person with a disability to use and enjoy housing.

Primary Residence: The dwelling occupied by the household for the majority of the year.

5. Fair Housing and ADA Compliance

The Town prohibits discrimination based on any protected class under federal or Colorado law, including race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity or expression, marital status, familial status, disability, veteran status, or lawful source of income.

Assistance animals related to disability are not “pets.” Pet fees do not apply to assistance animals.

Notices and applications shall include equal-housing language and translation or interpretation assistance upon request.

Requests for reasonable accommodation or modification shall be submitted to the Housing Administrator using the Town’s ADA/504 procedure; decisions shall be documented in writing.

6. Unit Types, Deed Restrictions, and Rent Tier

6.1 Units

Town-owned housing may include apartments, duplexes, or single-family homes.

6.2 Rent Tiers

Rents are established annually by Council resolution in a “Rent & Fee Schedule” defining three rent tiers aligned to eligibility tiers in Section 8.

6.3 Deposits and Utilities

The Rent & Fee Schedule identifies required deposits, utilities included or excluded, and any lawful fees.

6.4 Payroll Deduction

Rent payroll deductions are voluntary, must be in writing, revocable at any time, and compliant with wage law.

6.5 Deed Restriction Supremacy

If a recorded deed restriction imposes more restrictive terms for eligibility, rent, or use, that deed restriction governs.

7. Eligibility and Household Composition

7.1 Eligibility Requirement

At least one adult household member must be an Employee or Qualified Applicant and meet the employment or service criteria for the applicable Tier.

7.2 Other Household Members

Non-qualifying household members may occupy the Unit as part of the Immediate Household if the qualifying member remains employed or otherwise eligible.

7.3 Continued Eligibility

Eligibility ends if the qualifying member separates from employment or loses qualifying status and no reassignment or lease conversion is approved.

7.4 Verification

The Town may require documentation to verify employment, household composition, or compliance with deed restrictions.

8. Tier Structure and Priority Order

Tier 1 – Town Employees: Full-time or part-time Employees directly employed by the Town of Minturn.

Tier 2 – Qualified Public Service Partners: First Responders providing direct or regular service to the Town of Minturn, including Eagle County Sheriff’s Office personnel serving Minturn but not necessarily assigned to the Minturn patrol zone; Fire and EMS personnel serving Minturn; employees of the Minturn Fitness Center nonprofit partner; and contractors with essential on-site operational roles under an active Town contract as determined by the Town Manager or Housing Administrator.

Tier 3 – General Public: Only used after Tier 1 and Tier 2 have been exhausted.

Priority Order:

1. Tier 1 applicants in waitlist order
2. Tier 2 applicants in waitlist order
3. Tier 3 applicants

If two or more applicants within the same Tier share identical timestamp priority and no tiebreaker applies, an optional lottery may be used as a final tiebreaker.

9. Reserved Executive Housing Unit

The Town Council may designate one or more Units as Reserved Assignment Units for specific positions (e.g., Town Manager).

Provision of a Reserved Unit to the Town Manager or another executive is deemed a component of total compensation authorized under C.R.S. § 31-4-303 and § 31-4-304.

Reserved Units are not subject to the tiered rent or waitlist system unless Council releases them into the general pool by resolution.

10. Application, Screening, and FCRA Compliance

10.1 Application Process

The Town will publicly notice unit availability internally and externally. Applications shall be timestamped upon receipt.

10.2 Screening

If any consumer report or background check is used, the Town shall comply with the Federal Fair Credit Reporting Act, including stand-alone disclosure, written authorization, and pre-adverse/adverse-action notice procedures.

10.3 Fees

Any screening or application fee must reflect actual cost, be disclosed in advance, and comply with Colorado law. The Town strives to minimize or waive fees for Town Employees.

11. Assignment, Offers, and Release-to-Next-Tier Protocol

11.1 Offers

When a Unit becomes available, the Housing Administrator issues a written offer specifying tier rent level, deposit, lease term, and response deadline.

11.2 Declination

If declined or unanswered, the Unit is offered to the next eligible applicant in that Tier.

11.3 Release Procedure

If no Tier 1 applicant accepts, the Housing Administrator documents the release to Tier 2; if none accept, the Unit may be released to Tier 3. Documentation of each release step is retained for audit transparency.

12. Occupancy Requirements and Limitations

12.1 Occupancy Standard

A minimum occupancy of one individual per bedroom shall be met. The lessee may not rent space to a non-qualified employee. At such time the employee housing unit again becomes vacant, minimum occupancy requirements shall apply. Maximum occupancy shall not exceed two people per bedroom.

A qualified person must not own developed residential real estate or a mobile home that has an address within 15-mile radius of Minturn Town Hall at 302 Pine Street in Minturn, Colorado.

These restrictions apply only to employee-designated units (Tiers 1 and 2). The Town may grant a written waiver where ownership does not provide a feasible housing alternative or where necessary as a reasonable accommodation.

12.2 Reassignment Based on Occupancy Standards (“Right-Sizing”)

The Town may reassign a household to a different Town-owned Unit only when a documented change in household size results in a mismatch between the household composition and the Unit’s intended occupancy level under the Town’s adopted occupancy standards.

12.2.1 Objective Criteria

Reassignment may occur only when a Unit is clearly under-occupied (e.g., more than one vacant bedroom for a sustained period of 90 days or more) or over-occupied (e.g., exceeding safe egress or building-code standards).

12.2.2 Documentation

Any reassignment determination shall include a written statement of the objective occupancy factors supporting the decision, maintained in the Unit’s administrative file.

12.2.3 Notice and Hardship Review

The Town shall provide no less than ninety -one (91) days’ written notice of reassignment and shall provide the household an opportunity to request hardship consideration or reasonable accommodation within fifteen (15) days of receiving notice.

12.2.4 Equal Application

The Town shall apply this procedure uniformly to all similarly situated tenants within the same Tier. Reassignment decisions shall not be based on personal characteristics protected under federal or state law.

12.2.5 Non-Disciplinary Nature

Reassignment shall be used solely to ensure efficient and fair use of housing inventory and shall not be used as a disciplinary or retaliatory action.

13. Lease Terms and Employment Relationship

13.1 Written Leases Required

Each tenancy shall be governed by a written lease including term, rent, deposits, maintenance, entry rights, and compliance clauses.

13.2 Employment Relationship

Housing is voluntary unless a position is explicitly designated as requiring on-site residence. Employment remains at-will unless stated otherwise in a Council-approved contract.

13.3 Separation from Employment

When a lease is contingent on active employment, separation generally triggers lease termination under lawful notice and cure periods. The Town will use court process for any eviction and provide all required statutory notices.

Maximum lease terms for renting an employee housing unit shall be one year. Compliance with all applicable qualification requirements must be maintained during the lease term. After the lease expires, occupants must requalify with the Town based on the applicable employment, income, assets, and occupancy restrictions to continue to occupy the unit. Such tenants have priority for continuing tenancy based on tiering. Each adult occupying a unit shall be listed on the lease filed with the Town. Subleases, including roommate situations shall require approval by the Town Administrator. An Employee may remain in their unit until the earlier of: 1) thirty (30) days after their employment is terminated, or 2) their lease expires.

13.4 Renter's Insurance Requirement

All tenants occupying Town-owned housing units, regardless of Tier or employment classification, shall maintain a renter's insurance policy for the duration of tenancy. The policy must provide not less than one hundred thousand dollars (\$100,000) in personal liability coverage and must include coverage for the tenant's personal property losses caused by fire, theft, or water damage.

Proof of current renter's insurance shall be provided to the Housing Administrator prior to occupancy and annually thereafter upon renewal or policy change. The tenant shall cause the insurer to list the Town of Minturn as an interested party for purposes of receiving notice of cancellation or non-renewal.

Failure to obtain or maintain the required renter's insurance constitutes a material violation of the lease and may result in enforcement action or termination pursuant to Section 15 of this Policy.

Nothing in this section requires a tenant to purchase insurance from a specific carrier or agent. The Town shall not be listed as an **additional insured** under any tenant policy. This requirement does not create a Town obligation to repair or replace a tenant's personal property or to cover tenant liability.

14. Maintenance, Entry, and Safety

The Town shall maintain all Units to applicable habitability and safety standards, including smoke/CO alarms and environmental safety.

Tenants shall promptly report needed repairs. Entry for inspection or maintenance requires reasonable notice except in emergencies.

Repairs materially affecting health or safety shall be completed within a reasonable time as defined by C.R.S. § 38-12-503(2).

15. Conduct, Enforcement, and Eviction Procedures

Residents must comply with all lease terms, health and safety regulations, and local laws.

Serious lease violations (e.g., threats to safety, criminal activity, property damage) may result in enforcement up to and including eviction through lawful court processes only.

16. Privacy and Record Handling

Personal data collected for housing administration will be used solely for eligibility, lease management, or compliance. Access is restricted to staff with legitimate need. Records shall be retained and destroyed consistent with Town policy and CORA provisions.

17. Conflicts of Interest

Town officials or employees involved in housing administration shall disclose conflicts and recuse themselves from related decisions.

18. Appeals Process

Applicants or tenants may appeal adverse housing decisions such as denial, removal, from waitlist, or reassignment order within ten (10) business days of notice.

Appeals shall be reviewed by the Town Manager or designee not involved in the original decision, who will issue a written determination within fifteen (15) days of receiving the appeal.

19. Amendments and Severability

Council may amend this Policy by resolution.

If any portion is declared invalid, the remainder continues in effect.

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 47 - SERIES 2025**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO,
APPROVING ADMINISTRATIVE POLICY NO. 2: ESTABLISHING DRUG AND ALCOHOL TESTING
PROCEDURES FOR DOT-REGULATED POSITIONS.**

WHEREAS, the Town of Minturn ("Town") employs personnel who operate commercial motor vehicles that require a Commercial Driver's License (CDL) under Part 383 of Title 49 of the Code of Federal Regulations (CFR); and

WHEREAS, the FMSCA regulations set forth in 49 CFR Parts 40 and 382 require employers of CDL drivers to implement a controlled substances and alcohol testing program that complies with federal standards; and

WHEREAS, the Town of Minturn recognizes the importance of maintaining a safe, healthy, and productive workplace and protecting the safety of the traveling public and Town employees:

WHEREAS, the Town has prepared and reviewed a Town of Minturn DOT Drug and Alcohol Testing Policy consistent with 49 CFR Parts 40 and 382, and the policy establishes procedures for pre-employment, random, reasonable suspicion, post-accident, return-to-duty, and follow-up testing; and

WHEREAS, the Town Council desires to formally adopt this policy to ensure continued compliance with federal regulations and to maintain eligibility for state and federal transportation funding and programs.

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

Section 1. Adoption of Policy.

The Town of Minturn DOT Drug and Alcohol Testing Policy, attached hereto and incorporated herein as Exhibit A, is hereby adopted as Administrative Policy 2 within the Town of Minturn's Administrative Policy Manual.

Section 2. Implementation.

The Town Manager, or designee, is authorized to implement and administer the provisions of this policy, adopt related administrative forms and procedures, and make minor non-substantive revisions as needed to maintain legal compliance and operational consistency.

Section 3. Supersession.

Any prior practices, guidelines, or memoranda governing drug and alcohol testing for DOT regulation positions are hereby repealed or superseded to the extent inconsistent with this

policy.

Section 4. Effective Date.

This Resolution shall take effect immediately upon adoption.

INTRODUCED, READ, APPROVED, ADOPTED, AND RESOLVED on this 19th day of NOVEMBER 2025.

Earle Bidez, Mayor

ATTEST:

Jay Brunvand, Town Clerk

Town of Minturn Administrative Policy 2 – DOT Drug and Alcohol Testing

1. Purpose

The Town of Minturn (“Town”) is committed to a safe, healthy, and productive work environment for all employees free from the effects of substance abuse. The use of controlled substances (as herein defined) or alcohol may pose a serious threat to health and safety by impairing employee judgment, resulting in increased safety risks, injuries, and faulty decision-making.

The use of controlled substances or the misuse of alcohol increases the risk of accidents, jeopardizes the safe work environment, and causes harm to an individual’s health and personal life. The purpose of this policy is to establish procedures to support a safety and health program and to comply with minimum federal safety standards for safety-sensitive functions regulated by the Department of Transportation (DOT). These standards were designed to reduce accidents that result from Employee use of controlled substances and alcohol.

2. Scope

This policy applies to all drivers who are required to hold a commercial driver’s license (CDL) in order to perform their job for the Town. For purposes of this policy, a driver is covered by DOT regulations as those regulations relate to the driver’s fitness for duty and use of alcohol prior to going on duty, while on duty, or while operating or having physical control of a commercial motor vehicle. DOT testing for controlled substances under this policy requires that drivers abstain from the use of controlled substances at any time or risk violating DOT regulations prohibiting the presence of controlled substances in their body. For purposes of this policy, the term “controlled substances” means marijuana, cocaine, amphetamines (including 3,4-Methylenedioxyamphetamine (MDA)), opioids, and phencyclidine (PCP).

Under this policy, performing a safety-sensitive function means all of the time after a driver begins to work or is required to be ready to work until the time the driver is relieved from work and all responsibility for performing work. Safety-sensitive functions include: (1) All time at the Town or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the Town; (2) All time inspecting equipment as required by the law or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time; (3) All time spent at the driving controls of a commercial motor vehicle in operation; (4) All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth; (5) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and (6) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

When a driver must take prescription or over-the-counter drugs, the driver must ask the medical professional or pharmacist if the drug has any side effects which may impair the driver's ability to safely or productively perform the driver's job duties. If there is the potential impairment of the driver's ability to work safely or productively, the driver must report this information to Human Resources. With input from the driver, the Town will determine whether any changes or other action are necessary

3. Statement of Policy

- A. No driver shall unlawfully manufacture, use, possess, or distribute controlled substances.
- B. No driver shall report for work, perform any safety-sensitive functions or, while in the employment of the Town, have at any time, any controlled substance present in their body. Presence of controlled substances will be determined by testing performed as described in this policy.
- C. No driver shall perform safety-sensitive functions within 4 hours after consuming alcohol.
- D. No driver shall consume alcohol while performing safety-sensitive functions.
- E. No driver shall possess alcohol while on duty.
- F. No driver shall report to work or perform safety-sensitive functions while having an alcohol concentration of .02 or greater. Drivers' alcohol concentration will be determined by testing performed as described in this policy.
- G. No driver shall leave the scene of an accident, without a valid reason, before arranging to have both a controlled substance and alcohol test performed.
- H. No driver shall consume alcohol after an accident unless eight hours have elapsed or the Driver has been tested, whichever occurs first.
- I. No driver shall refuse to take a required test.

4. Consequences of Violation under Company Policy

Any violation of this policy will result in discipline up to and including termination under the Town's independent authority, as provided for by the DOT.

A driver who tests positive for marijuana is in violation of Town's drug policy, even if the driver is exempt from criminal prosecution under a state medical marijuana law or is using marijuana recreationally in conformity with a state law. Be advised that a positive drug test for marijuana constitutes a violation of Town's drug and alcohol policy and may lead to your termination. For more information, please speak with the Town Manager.

Drivers who adulterate or otherwise interfere with accurate testing required pursuant to this policy are in violation of this policy.

Any driver who has been observed using or possessing controlled substances or alcohol during work time, including lunch breaks, or on Town property is in violation of this policy.

The Town will not hire applicants who test positive for controlled substances.

The Town will provide to any driver who violates a DOT drug and alcohol regulation a listing of Substance Abuse Professionals readily available to the Driver.

5. Minimum Consequences of Violation as Mandated by D.O.T.

If a driver tests positive for a controlled substance or has an alcohol concentration of .02 or greater, the driver will be removed from safety-sensitive functions.

To be eligible to return to work after testing at an alcohol concentration of .02 to .039, the driver must be off duty for at least 24 hours.

To be eligible to return to work after a positive controlled substance test or test indicating an alcohol concentration of .04 or greater, the driver must be evaluated by a Substance Abuse Professional (SAP). If the SAP determines that additional treatment is necessary, the driver must complete such treatment. In addition, the driver will be subject to follow-up testing.

The above consequences are minimum requirements as set out by the DOT. Compliance with the above does not guarantee a driver will be returned to work following a violation of this policy. Drivers will be subject to disciplinary action up to and including termination for violation of this policy, regardless of eligibility to return to work under the DOT regulations.

Before a driver returns to duty requiring the performance of a safety-sensitive function after violating the alcohol or controlled substance provisions outlined by DOT, the driver shall undergo a return-to-duty test with a result indicating a verified negative result.

6. Substance Screening

For the purpose of assuring compliance with the Federal Department of Transportation regulations and this policy, applicants for safety-sensitive positions and drivers who perform safety-sensitive functions will be subject to controlled substance and alcohol screening under the circumstances described below. Applicants and drivers are required to submit to testing in the following circumstances as a condition of their employment.

7. Types of Testing

Pre-employment Testing

Applicants for driving-related positions shall undergo a test for the presence of controlled substances prior to being hired or used by the Town. Under no circumstances may a driver perform a safety-sensitive function until a confirmed negative result is received.

Applicants who refuse to submit to testing will not be hired.

Testing for Current Drivers

A. Post-Accident Testing

Any driver involved in an accident in which a fatality occurs must immediately submit to a controlled substance and an alcohol test. Any driver who receives a citation for a moving traffic violation must immediately submit to a controlled substance test and an alcohol test if, (a) the accident results in a fatality, or bodily injury to a person who must

immediately receive medical treatment away from the scene, or (b) one or more of the vehicles involved is towed from the scene.

A driver will not be allowed to return to work until a confirmed negative test result is received. The Town will place the driver on a paid leave pending receipt of the drug testing results.

B. Reasonable Suspicion Testing

A driver will be required to submit to a controlled substance or alcohol test upon reasonable suspicion. Reasonable suspicion means that the actions, appearance, or conduct of the driver on duty are indicative of the use and/or presence in the driver's body of a controlled substance or alcohol. Reasonable suspicion is based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the driver.

A driver will not be allowed to return to work until a confirmed negative test result is received. The Town will place the driver on a paid leave pending the receipt of drug testing results.

C. Random Testing

Drivers will be subject to controlled substance testing and alcohol testing at any time on a random basis as a term and condition of holding a driver position. Upon being notified of selection, the driver must immediately proceed to the testing site.

Random testing will be spread reasonably throughout the year and will be unannounced to ensure that no driver receives advanced knowledge of the time of testing. All drivers will have an equal chance of being selected each time a random selection is made.

The number of controlled substances tests conducted annually shall equal or exceed 50 percent of the number of driver positions subject to testing.

The number of alcohol tests conducted annually shall equal or exceed 10 percent of the number of driver positions subject to testing.

A driver shall only be tested for alcohol while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing such functions.

D. Follow-Up and Return to Duty

Any driver who has been required to or voluntarily undergoes rehabilitation for substance abuse must submit to a drug test and receive a confirmed negative test result and an alcohol test (with a result of less than .02) before returning to work. In addition, the driver will be subject to follow-up testing in accordance with the recommendations of the Substance Abuse Professional in addition to random testing.

8. Testing Procedures

A. Controlled Substances

Controlled substance screening shall be conducted in a laboratory certified by the Department of Health and Human Services (DHHS) and in accordance with the Procedures

for Transportation Workplace Drug Testing Programs. All controlled substance screening includes split sampling, which provides that a urine sample be split into two separate containers.

Precautions shall be taken to ensure that the specimen is not adulterated or diluted during the collection procedure and that the information on the sample matches the information on the custody and control form.

Dilute test results will be treated as follows:

- Dilute positives are treated as a verified positive test;
- Dilute negatives with the creatinine concentration equal to or greater than 2 mg/dL but less than or equal to 5 mg/dL will be retested under direct observation. A second dilute negative result will be treated as a negative test result;
- Dilute negatives with the creatinine concentration greater than 5 mg/dL will not be retested.

The substance screen will test for the following drugs: marijuana, cocaine, opioids, amphetamines, phencyclidine (PCP), and ecstasy.

Any positive initial test will be confirmed by a gas chromatography/mass spectrometry (GC/MS) test.

The Town shall employ a Medical Review Officer (MRO) who will receive the laboratory results of the testing procedure. The MRO shall be a licensed physician and have knowledge of substance abuse disorders and appropriate medical training to evaluate positive test results, medical history, and any other relevant biomedical information. The MRO shall review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication.

The MRO shall also review all specimens which are found to be adulterated or substituted specimens. In the instances of an adulterated or substituted specimen, the MRO will provide the driver an opportunity to present a legitimate medical explanation. If no legitimate medical explanation is provided, the MRO will report the verified adulterated or substituted specimen to the Town. The Town will consider the verified adulterated or substituted specimen as a refusal to test and immediately remove the driver from performing safety-sensitive functions. The driver may then be subjected to the disciplinary action under the Town's independent authority.

The MRO will be the sole custodian of the individual test results. The Medical Review Officer will advise the Company of whether the test results were negative or positive and, if positive, the identity of the controlled substance(s).

After receiving notification of a verified positive test, an adulterated or substituted specimen, a driver may request that the split sample be analyzed. Such a request must be made within 72 hours of notification of the verified positive test. If such a request is made, the sample will be tested at another DHHS certified laboratory, at the driver's expense. Upon written request within 7 days of a verified positive test, the driver may obtain copies of any records pertaining to their controlled substance tests.

B. Alcohol Testing

Alcohol testing shall be conducted by a Breath Alcohol Technician (BAT) using an Evidential Breath Testing Device (EBT). The driver will provide a breath sample. If a driver's alcohol concentration is greater than .02, a second confirmation test will be performed.

9. Refusal to Submit to Testing

This provision regarding the refusal to submit to testing excludes applicants for employment. Refusal to submit to testing is a violation of this policy. Any Driver refusing to submit to testing will be referred to a Substance Abuse Professional and will face appropriate disciplinary action. The following behaviors constitute a refusal:

- a. refusal to appear for testing,
- b. failure to remain at the testing site until the testing process is complete,
- c. failure to provide a urine specimen,
- d. in instances of observed or monitored collection, failure to allow observation or monitoring,
- e. refusal to sign the testing form,
- f. failure to provide adequate breath,
- g. failure to take a second test as directed,
- h. otherwise fail to cooperate in the testing process,
- i. perform any actions which prevent the completion of the test,
- j. a test result reported by the MRO as a verified adulterated or substituted test,
- k. inability to provide sufficient quantities of breath or urine to be tested without a valid medical explanation,
- l. failure to undergo a medical examination or evaluation when directed,
- m. tampering with, attempting to adulterate, adulteration or substitution of the specimen, or interference with the collection procedure,
- n. not reporting to the collection site in the time allotted,
- o. leaving the scene of an accident without a valid reason before the tests have been conducted.

10. Commercial Driver's License Drug and Alcohol Clearinghouse

The Town will, as required by 49 CFR 382.701, query the FMCSA Drug and Alcohol Clearinghouse for each CDL driver as a pre-employment condition and at least once annually for current drivers. Drivers must provide consent for these queries. Refusal to provide consent will result in the driver being prohibited from performing safety-sensitive duties.

Pursuant to regulations establishing requirements for the Commercial Driver's License Drug and Alcohol Clearinghouse, the following personal information collected and maintained under this part shall be reported to the Clearinghouse:

- (i) A verified positive, adulterated, or substituted drug test result;

- (ii) An alcohol confirmation test with a concentration of 0.04 or higher;
- (iii) A refusal to submit to any test required by FMCSA regulations;
- (iv) An employer's report of actual knowledge;
- (A) On-duty alcohol use;
- (B) Pre-duty alcohol use;
- (C) Alcohol use following an accident; and
- (D) Controlled substance use;
- (v) A substance abuse professional (SAP) report of the successful completion of the return-to-duty process;
- (vi) A negative return-to-duty test; and
- (vii) An employer's report of completion of follow-up testing.

11. Voluntary Driver Self-Identification Program

The Town supports sound treatment efforts. Whenever practical, the Company will assist drivers in overcoming drug and alcohol problems as long as this policy has not already been violated. A driver may not self-identify in order to avoid required testing. The following is required to participate in this voluntary program: the driver makes the admission of alcohol misuse or controlled substances use **prior** to reporting to duty to perform a safety-sensitive function and the driver does not perform a safety-sensitive function until the Town is satisfied that the driver has been evaluated and has successfully completed education or treatment requirements.

Drivers who seek voluntary treatment prior to a violation of this policy will not be disciplined for making a voluntary admission of alcohol misuse or controlled substances use within the parameters of the program. The driver will be allowed a sufficient opportunity to seek evaluation, education, or treatment to establish control over the driver's **drug** or alcohol problem. Drivers who seek voluntary assistance will be returned to safety-sensitive duties only upon successful completion of an educational or treatment program as determined by a **drug** and alcohol abuse evaluation expert. Prior to the driver participating in a safety-sensitive function, the driver shall undergo a return-to-duty test with a result indicating an alcohol concentration of less than 0.02 and/or controlled substance test with a verified negative test. In addition, the Town may monitor any driver who voluntarily reports under this provision by conducting unannounced follow-up testing not to exceed 60 months following the driver's return to work.

If the Driver elects to enter an appropriate treatment program, the Driver may be placed on unpaid status but will be required to use any accrued vacation time and sick leaveⁱ while

participating in the evaluation and treatment program so long as the Driver is complying with the conditions of treatment. The Town will have the right to require verification from the health care provider for a release to work and/or verification of treatment as covered in the Company's medical leave policies. More information regarding availability of treatment resources and possible insurance coverage for treatment services is available from the Town Manager.

12. Company Representative

Please contact the Town Manager if you have any questions about this policy or wish to discuss issues related to the use of controlled substances or the misuse of alcohol.

13. Inspection and Searches

The Town may conduct unannounced inspection for violations of this policy in the workplace, worksites, or company premises. Drivers are expected to cooperate in any inspection.

14. At-Will Employment

Nothing in this policy is to be construed to prohibit the Town from maintaining a safe work environment or imposing disciplinary action as it deems appropriate for reasons of misconduct or poor performance, regardless of whether the misconduct or poor performance arises from drug or alcohol use. Such disciplinary actions may include termination of employment. Employment is at-will and subject to termination by the Town or the Driver at any time, with or without notice and with or without cause.

ACKNOWLEDGMENT AND RECEIPT

I have received a copy of Towns of Minturn's D.O.T. Drug Testing Policy and understand that in order to continue my employment with Town of Minturn, I must abide by the terms of this policy.

I also verify that I have received information on the effects of alcohol and controlled substances on my health, work, and personal life, signs and symptoms of a problem and available methods of intervening when a problem is suspected.

I UNDERSTAND THAT THIS POLICY IN NO WAY MODIFIES MY STATUS AS AN AT-WILL EMPLOYEE AND IN NO WAY IMPLIES, INFERS, OR GUARANTEES MY CONTINUED EMPLOYMENT FOR ANY DEFINITE TERM AND THAT I MAY BE DISMISSED AT THE DISCRETION OF THE COMPANY FOR OTHER REASONS THAN FAILING TO FOLLOW THE TERMS OF THIS POLICY.

Employee

Date

APPENDIX TO THE DOT DRUG AND ALCOHOL TESTING POLICY

ALCOHOL AND DRUG EFFECTS

The Department of Transportation mandates that all employees be provided with training material discussing the effects of alcohol and controlled substance use on an individual's health, work, and personal life.

This attachment is intended to help individuals understand the personal consequences of substance abuse.

ALCOHOL

Alcoholic beverages are the most widely used psychoactive drugs known to man. Alcoholism ranks as one of the major health threats in the nation along with cancer and heart disease.

Although used routinely as a social legal drug, alcohol can also have negative physical and mood-altering effects. These physical or mental alterations in a driver may have serious personal and public safety risks.

Health Effects of Alcohol Use

Ninety-five percent of all alcohol consumed is absorbed into the body through the stomach, small intestine, and colon. Complete absorption into the blood requires 2-6 hours or more. The rate of absorption into the bloodstream is influenced by the presence of food in the system, the time period of consumption, the driver's body weight, and metabolism. Once alcohol is in the bloodstream, alcohol quickly goes to every cell and tissue in the body. Alcohol causes red blood cells to coagulate together in sticky wads, slowing circulation and depriving tissues of oxygen. Alcohol in the blood can cause anemia by reducing the production of red blood cells. Alcohol decreases the ability of white blood cells to destroy bacteria and degenerates the clotting ability of blood platelets. Long-term alcohol use causes loss of memory, impaired judgment, and learning ability due to the damage done to the brain cells.

Alcohol affects the central nervous system of the body more than any other bodily function. Because alcohol is a depressant, it inhibits the control mechanisms of the brain which results in unrestrained activities in various parts of the brain. An extremely high dose of alcohol can depress the central nervous system to a point where breathing may stop completely, resulting in death.

Besides the effects alcohol has on the central nervous system, it causes damage and destruction to the tissue cells in the body including brain cells. Excess alcohol use can depress the appetite and prevent the absorption of amino acids, vitamins and other nutrients, which contribute to malnourishment of the body. Alcohol hampers the liver's ability to metabolize fat which leads to fatty liver disease and cirrhosis of the liver. Alcohol increases the blood pressure in people with hypertension, which can lead to life-threatening heart problems.

A large dose of alcohol can cause:

- blurred vision

- impairment in perception
- decreased mental alertness
- decreased physical coordination

An average of three or more servings per day of beer (12 oz.), whiskey (1 oz.), or wine (6 oz.) over time, may result in the following health hazards:

- Dependency
- Fatal liver disease
- Kidney disease
- Pancreatitis
- Ulcers
- Decreased sexual functions
- Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant melanoma
- Spontaneous abortion and neonatal mortality
- Birth defects

Withdrawal from heavy alcohol use can lead to:

- Severe tremors
- Convulsions
- Death

Anyone wishing help should seek medical attention.

Social Issues Related to Alcohol Use

- Alcohol is implicated in 200,000 deaths each year
- 50% of deaths by motor vehicles and fires are alcohol related
- 67% of murders are alcohol related
- 33% of suicides are alcohol related
- 67% of all incidents of domestic violence are alcohol related
- 33% of all cases of child abuse are alcohol related
- 24% of our national expenditure for hospital care is alcohol related
- 7% increase in the chances of divorce or separation when alcohol is abused in a family
- 30,000 people will die each year from alcohol-caused liver disease, cirrhosis, or pancreatitis
- 10,000 people will die each year due to alcohol-related brain disease or suicide

Workplace Issues Associated with Alcohol Use

- Increased absenteeism
- Unexplained leaving of the workplace
- Increased mistakes and errors in work performance
- Needless risk-taking
- Deterioration in personal appearance
- Poor concentration
- Inconsistent work quality
- Increased Workers' Compensation claims
- Increased accidents in the workplace

Sobering Issues

Time is the only sobering agent that works! Contrary to public opinion, steam baths, black coffee, and exercise have no effect on the rate at which alcohol is metabolized. A person will feel more alert, however, they will still be intoxicated!!! Aspirin taken while under the influence of alcohol increases the blood alcohol level by 34%. Aspirin blocks the action of the enzyme that breaks down alcohol before it reaches the bloodstream. The use of any medication while alcohol is in the body requires extreme caution and consultation with a physician.

DRUGS

Marijuana

Health Effects of Marijuana Use

The most prominent effects of marijuana use are on the central nervous system and the cardiovascular system, resulting in deterioration of motor coordination, memory and thinking ability, increased heart rate and blood pressure, and bloodshot eyes.

There are more than 520 chemicals found in marijuana. Out of those chemicals, THC, is the primary mind-altering ingredient. In the past 10 years, the strength of marijuana has increased from .05 to 4% THC content to as high as 30% THC content. THC concentrates in fatty areas of the body, the brain, and sexual glands and may be detectable in the body for days to weeks after use, depending on frequency of use and individual metabolism.

Marijuana use causes:

- Deterioration of motor coordination
- Deterioration of memory and thinking ability
- Increased heart rate and blood pressure
- Emphysema-like condition
- Respiratory tract and sinus infections

- Depression of the body's immune system response, making users more susceptible to infection
- Chronic smoking causes changes in brain cells; long-term brain damage may occur
- Chronic smoking of marijuana in males causes a decrease in testosterone and reduced sperm count, including temporary sterility
- Smoking of marijuana in females can cause a decrease in fertility
- Marijuana contains cancer-causing substances

Workplace Issues Related to Marijuana Use

- Delayed decision making
- Diminished concentration
- Impaired short-term memory
- Impaired signal detection (a risk for users who are operating machinery)
- Impaired tracking and visual distance measurements
- Erratic cognitive function
- Distortion of time estimation
- Erratic sleep patterns

Cocaine

Cocaine has immediate effects on the central nervous system. Cocaine is a powerful physical and mental stimulant which produces a condition of hyperstimulation lasting about 30 minutes, and characterized by over-alertness, euphoria, and a feeling of great power. The drug produces a constriction of peripheral blood vessels, a rise in body temperature and metabolic rate, dilated pupils, and an increase in heart rate and blood pressure. Over dosage may lead to extreme anxiety, fever, convulsions, cerebral infarction, ischemic stroke, heart problems, and even death.

Health Effects of Cocaine Use

- Cocaine affects the brain's dopamine system, making it highly addictive.
- Over time, regular use may cause premature death of dopamine neurons resulting in personality changes, anhedonia, and even Parkinson's Disease.
- Cocaine causes the heart to beat faster and harder and rapidly increases blood pressure. It also causes spasms of blood vessels causing strokes and heart attacks.
- Cocaine is highly addictive, and psychological dependence can develop rapidly, especially through the use of crack cocaine.
- Treatment success rates are lower than with other chemical dependencies.
- Cocaine is extremely dangerous when taken with depressant drugs. Death due to overdose is rapid. Fatal effects are usually not reversible by medical intervention.

Workplace Issues Related to Cocaine Use

- Extreme mood and energy swings create instability. Sudden noise causes a violent reaction.
- Lapses in attention and ignoring warning signals increase probability of accidents.
- High cost frequently leads to theft and/or dealing.
- Paranoia and withdrawal may create unpredictable or violent behavior.
- Performance is characterized by forgetfulness, absenteeism, tardiness, and missing assignments.

Opioids

Narcotic drugs alleviate pain and depress body functions and reactions. They are often used as painkillers for surgery and other medical treatments.

Health Effects of Opioid Use

- Opioids can be legal, like oxycontin, or illegal, like heroin, a Schedule I controlled substance. Legal opioids can also be used illegally if the user has no valid prescription or is using them in a manner inconsistent with the way they are prescribed. Finally, some drugs, such as fentanyl, are manufactured both legally and illegally.
- IV needle users risk contracting hepatitis or AIDS when sharing needles.
- As a result of increased pain tolerance, a person under the influence of opioids may injure themselves and fail to seek medical attention as needed.
- Narcotic effects are multiplied when combined with other central nervous system depressants, such as alcohol, causing increased risk of overdose.
- Tolerance and dependency can create a serious financial burden for user.

Workplace Issues Related to Opioid Use

Side effects such as nausea, vomiting, dizziness, mental clouding, and drowsiness place the user at high risk for an accident.

Causes impairment of physical and mental function.

Amphetamines

Central nervous system stimulant that is widely prescribed for ADHD and narcolepsy and is also manufactured and used illegally (*e.g.*, methamphetamine).

Health Effects of Amphetamine Use

- Regular use causes strong psychological dependency and increased tolerance.
- High doses may cause toxic psychosis resembling schizophrenia.
- Intoxication may induce a heart attack or stroke due to increased blood pressure.
- Chronic use may cause heart or brain damage due to severe constriction of capillary blood vessels.

- Euphoric stimulation increases impulsive and risk-taking behavior, including bizarre and violent acts.
- Withdrawal may result in severe physical and mental depression.

Workplace Issues Related to Amphetamine Use

Most workplace use will be legal, since amphetamines and analogs such as methylphenidate are widely prescribed for ADHD. Since the drug alleviates the sensation of fatigue, it may be abused to increase alertness during periods of overtime or failure to get rest.

With heavy use or increasing fatigue, the short-term memory or physical enhancement reverses and becomes impairment.

MDMA/MDA (Common names include “Ecstasy” and “Molly”)

Created in 1912 by a Merck chemist who was attempting to treat abnormal bleeding, MDMA gained a following in psychotherapeutic circles for its ability to enhance communication during therapeutic sessions. It became popular as a club/“rave” drug in the 1980s and was classified as a Schedule I controlled substance in 1985.

Health Effect of MDMA/MDA

After effects: anxiety and paranoia; depression; irritability; fatigue; impaired focus; dizziness; loss of appetite; insomnia; exhaustion.

Overdose can cause hyperthermia, heart damage, stroke, or death.

Chronic use can cause significant, permanent memory impairment; depression; serotonergic damage; impairment to executive function.

Workplace Issues Related to MDMA/MDA

Usually seen as a “hangover” from use occurring outside of work, issues include poor performance, fatigue, and inability to focus. An employee under the effects of MDMA/MDA while in the workplace may seem overly friendly. MDMA/MDA may increase sociability and lower inhibitions, which could result in boundary-crossing behavior.

Phencyclidine (PCP)

Originally used as a large animal tranquilizer. PCP use may cause acute toxicity, delusions, paranoia, psychosis, and risk of severe mental health deterioration. Mood can rapidly change from sedation to excitation and agitation.

Health Effects of PCP Use

- The potential for accidents and overdose emergencies is high due to the extreme mental effects combined with the anesthetic effect on the body.
- PCP, when combined with other depressants, including alcohol, increases the possibility of an overdose.
- Irreversible memory loss, personality changes, and thought disorders may result.

Workplace Issues Related to PCP Use

- Not common in workplace primarily because of the severe disorientation that occurs.
 - Acute toxicity causing combativeness, catatonia, convulsions, and coma. Distortions of size, shape, and distorted perception are common.
 - Toxic psychosis with visual and auditory delusions, paranoia, and agitation.
 - Drug-induced schizophrenia.
 - Induced depression, which may create suicidal tendencies and mental dysfunction.
-

To: Minturn Town Council
From: Cindy Krieg, Economic Development / Deputy Clerk
Date: 11/14/2025
Agenda Item: Temporary Sales Room Liquor License Permit Applications



INTRODUCTION / REQUEST:

Two vendors are requesting permission to sell their liquor products at the Minturn Holiday Market on 12/6/2025 (being held at The Barn, 1041 Main St).

Moxycello and Wild Mountain Cellars are both summer market vendors, and wish to participate in the holiday market as well. This requires a temporary sales room liquor permit through the State, but also requires local liquor authority approval. Staff are satisfied that these vendors meet the requirements for this permit, and are requesting council approval.

RECOMMENDED ACTION OR PROPOSED MOTION:

This item is on consent agenda, so does not require a specific motion.

Application for Colorado Liquor Sales Room

Regulation 47-428, 1 C.C.R. 203-2

Type of Sales: ☐ Malt Liquor ☐ Limited Winery ☐ Winery ☒ Distillery

Duration: ☒ Temporary (3 days or less) ☐ Permanent

Name of Applicant exactly as it appears on your current Colorado Liquor License

LAURASQUARED LLC

Trade Name of Applicant

MOXYCELLO

State Sales Tax Number

95033247-0000

Applicant Liquor License Number

03-16119

Business Address

Street Address

9719 W COAL MINE AVE, UNIT E

City

LITTLETON

State

CO

ZIP Code

80123

Mailing Address

Street Address

4183 ASPENMEADOW CIRCLE

City

HIGHLANDS RANCH

State

CO

ZIP Code

80130

Phone Number

303-809-6653

Email Address

LAURAGRAVES.20@GMAIL.COM

Sales Room Address

Street Address

1041 MAIN STREET

City

MINTURN

State

CO

ZIP Code

81645

Date of Events

From Date: Time: ☒ AM ☐ PM
To Date: Time: ☐ AM ☒ PM

If the event is occurring on the same day during the events time period reported, select the day(s) below.

☐ Sunday ☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☒ Saturday

Rights to Premises Granted by: (attach a copy of the Premises Use Authorization letter or lease if not previously submitted)

Renting/Leasing Percent Basis: ☐ Yes ☒ No

If Yes, List Percent and Interested Party. Use Additional Sheet if Necessary.

Alcohol will be sold (check all that apply):

- ☐ For on-premises consumption (if selected, please file this application with the Local Licensing Authority and the State Licensing Authority)
- ☒ For off-premises consumption

The Sales Room Applicant affirms they have complied with local zoning restrictions?

☒ Yes ☐ No

Additional Required Documents

- ☒ Attach an outlined diagram of proposed premises.
- ☒ Attach a copy of the premises control plan describing how the premises will be controlled to ensure compliance with liquor code and rules. It must include restricting sales to minors and visibly intoxicated persons and insuring that customers cannot leave the premises with an open container of alcohol.
- ☐ Attach a copy of any contracts and/or operating agreements pertaining to the sales room.

Local Licensing Authority Name

Date Application Copy Submitted to Local Licensing Authority

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 acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor, Beer and Wine Code and Liquor Rules which affects my permit.

Applicant Signature



Date (MM/DD/YY)

11/14/2025

Title

MEMBER

Notice to Local Licensing Authority

This application for a Sales Room will be granted to the above name applicant unless any of the below listed conditions apply. If any of these conditions apply please contact the State Licensing Authority immediately.

- ☐ Issuance of this permit would impact traffic, noise, or other neighborhood concerns in a manner that is inconsistent with local regulations or ordinances.
- ☐ If granted this permit would result in violations of the Colorado liquor code or the laws of the local government. (specify).
- ☐ Issuance of this permit would violate local zoning laws.

For events lasting **three consecutive days or less**, the Local Licensing Authority has **ten (10) business** days to submit its determination to the State Licensing Authority.

For events lasting **four or more consecutive days**, the Local Licensing Authority has **forty-five (45) days** to submit its determination to the State Licensing Authority.

Local Licensing Authorities can send the approval via mail or email to dor_liqlicensing@state.co.us

If the Local Licensing Authority does not submit a response or determination within the time specified, the State Licensing Authority shall deem that the Local Licensing Authority has determined that the proposed sales room will not impact traffic, noise, or other neighborhood concerns in a manner that is inconsistent with local regulations or ordinances or that the applicant will sufficiently mitigate any impacts identified by the Local Licensing Authority.

Licensing Authority Signature

Date (MM/DD/YY)

Local Licensing Authority Contact Name

Phone Number

☐ Object ☐ Do Not Object

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

Cindy Krieg
Economic Development &
Special Events
301 Boulder St. #309
Minturn, CO 81645
970-827-5645
events@minturn.org
www.minturn.org



Town Council
Mayor – Earle Bidez
Mayor Pro Tem – Eric Gotthelf
Council Members:
Gusty Kanakis
Tom Priest
Lynn Feiger
Kate Schifani
Brian Rodine

Laura Graves
moxYcello
9719 W. Coal Mine Ave. E
Littleton, CO 80123

Dear Vendor:

The Town of Minturn / Minturn Market, and The Barn Minturn (event venue / host), do hereby authorize use of your Minturn Market booth (booth # TBD) to offer samples / tastings, and to sell sealed bottles of moxYcello infused spirits, at the 2025 Minturn Holiday Market, being held on Saturday December 6th. This event is being held at The Barn, located at 1041 Main St. in Minturn.

Please note that you as the vendor are responsible for verifying proper age / IDs, and ensuring that only TIPS trained personnel are serving alcohol.

Vendor will provide adequate signage stationed at their booth regarding guidelines / sampling boundaries.

We look forward to having you at the Market. Please feel free to contact me with any questions.

Sincerely,

Cindy Krieg

Cindy Krieg
Market Manager
Town of Minturn

Tracy Long

Tracy Long
Owner, The Barn Minturn

LAURASQUARED, LLC
DBA: moxYcello
9719 W Coal Mine Ave, Unit E
Littleton, CO 80123
License #: 03-16119

11/14/ 2025

2025 Minturn Holiday Market at The Barn Minturn Premises Control Plan

Hours of Operation: Saturdays, 12/06/2025 9:00AM – 4:30PM

Boundary: There will be allocated a 10'x10' space with one table 6'x3.' Patrons will only have access at the front table.

Ingress and Egress: The Minturn Holiday Market takes place indoors at The Barn Minturn. People will only be able to access the front service table.

Signage: "No open alcohol beyond this point" sign will be placed on the service table facing patrons.

Responsible Service: All staff will be ServeSafe Alcohol trained and certified to help prevent sale of alcohol to visibly intoxicated patrons. Staff will be instructed to ID anyone that appears under 50 years old. IDs appearing fraudulent will be confiscated and the CO LED will be notified.

Sincerely,

Laura Graves, 303-809-6653
Member-Owner
LAURASQUARED, LLC
DBA: moxYcello

Application for Colorado Liquor Sales Room

Regulation 47-428, 1 C.C.R. 203-2

Type of Sales: ☐ Malt Liquor ☐ Limited Winery ☒ Winery ☐ Distillery

Duration: ☒ Temporary (3 days or less) ☐ Permanent

Name of Applicant exactly as it appears on your current Colorado Liquor License

Wild Mountain Cellars

Trade Name of Applicant

Wild Mountain Cellars

State Sales Tax Number

41656771

Applicant Liquor License Number

03-12049

Business Address

Street Address

331 Highway 285, Unit D

City

Fairplay

State

CO

ZIP Code

80440

Mailing Address

Street Address

PO Box 7421

City

Avon

State

CO

ZIP Code

81620

Phone Number

970-376-8835

Email Address

dreamski@hotmail.com

Sales Room Address

Street Address

1041 Main St

City

Minturn

State

CO

ZIP Code

81645

Date of Events

From Date: Time: ☒ AM ☒ PM
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Applicant Signature

Date (MM/DD/YY)

Matthew M Dean

11/14/2025

Title

Owner

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Phone Number

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Council Members:
Gusty Kanakis
Tom Priest
Lynn Feiger
Kate Schifani
Brian Rodine

Matt Deem
Wild Mountain Cellars
107 Williams St.
Minturn, CO 81645

Dear Vendor:

The Town of Minturn / Minturn Market, and The Barn Minturn (event venue / host), do hereby authorize use of your Minturn Market booth (booth # TBD) to offer samples / tastings, and to sell sealed bottles of Wild Mountain Cellars wines, at the 2025 Minturn Holiday Market, being held on Saturday December 6th. This event is being held at The Barn, located at 1041 Main St. in Minturn.

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Cindy Krieg

Cindy Krieg
Market Manager
Town of Minturn

Tracy Long

Tracy Long
Owner, The Barn Minturn

Wild Mountain Cellars
PO Box 7421
Avon, CO 81620
License #: 03-12049

11/14/ 2025

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Sincerely,

Matt Deem
Owner
Wild Mountain Cellars

TOWN MANAGER'S REPORT

NOVEMBER 2025



MANAGER'S REPORT

November 2025



Top Update

1. **Crack Seal Work Completed** – Public Works Director Martinez secured multiple quotes for crack sealing on Town streets, with Sun-Up Sealcoats submitting the most competitive price at **\$9,741**. The company also provided a quote for a **spring sealcoat application** totaling **\$21,982**, which staff are currently evaluating.



Active Initiatives

Public Works Department

- We have one new employee starting on December 1st as an Equipment Operator which will bring the total Minturn Public Works Team up to five employees: two maintenance workers, one equipment operator, one seasonal snow removal technician and the director.
- Billy Martinez from Red Cliff will continue to assist as available.

Town Hall 2-Bedroom Apartment RFP

- The Town received three proposals, and staff will complete the evaluation process by November 7. The highest-scoring proposal will be presented to the Town Council for consideration at the November 19 meeting.

MANAGER'S REPORT

November 2025



Comprehensive Impact Fee Study RFP

- RFP was issued on October 10th, 2025, and seeks a consultant to prepare a Comprehensive Impact Fee Study for transportation, parks, public safety, housing, and infrastructure. Includes a separate Plant Investment Fee (PIF) analysis for the Water Enterprise Fund to maintain TABOR compliance. Proposals due November 14th.

Highlands Parcels

- Staff were directed by Town Council to begin working with Brent and Pete from Slifer Smith & Frampton to list the Highlands Parcels on the multiple listing service (MLS).
- Staff are currently working with Brent and Pete to negotiate a contract that will be brought to Town Council for approval.
- Staff are developing the supporting materials and projected timeline necessary for the rezoning process for the property.

Emerging Initiatives

Minturn Shooting Range

- Staff will brief Town Council on November 19th on the feasibility of Town management of the shooting range to mitigate resident concerns regarding its impacts.

Housing

- Staff are researching long-term employee housing options. One potential approach involves placing a 1–2-bedroom modular ADU on the Town Manager's property, estimated at \$150,000–\$225,000 total, with a projected cost recovery in 7–10 years at a monthly rent of \$1,800
- Staff are exploring participation in the regional Housing Action Plan led by Avon and Eagle County, which could increase funding flexibility and coordination for future housing projects.

Parks and Recreation

- We have been selected to participate in the Colorado OEDIT Rural Technical Assistance Program. Graduate students from the Masters of Environment Program at CU Boulder and CSU Extension will take on the role of community consultants to develop a Community Action Plan in winter 2025/2026.

Economic Development

- The Downtown Development Authority Plan of Development will come before the Council at the December 17th, 2025, meeting.
- 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.

Page 2

Manager's Report – October 15th, 2025

301 Boulder St. Minturn, CO 81645 - manager@minturn.org

MANAGER'S REPORT

November 2025



2026 Town Budget

Employee Compensation (See Attachment 1)

When we faced challenges filling our vacant Public Works Technician positions, the Town created two distinct positions, each with two tiers. This structure allowed us to better match candidates with the appropriate pay level based on their experience and qualifications, while still providing employees with room to grow during their tenure with the Town. To attract qualified applicants, we increased our hiring ranges to remain competitive in the regional labor market. While necessary, these increases created wage compression for our more experienced, higher-level employees.

To identify and manage this wage compression, we established pay ranges for all Town positions for fiscal year 2026. All potential positions were included—whether currently filled or not—to ensure consistency and accurate compression modeling. For example, although the Town does not currently employ a full-time Planning Director, a director-level range was included to appropriately align the tier above Principal Planner. Pay ranges for 2026 were developed using a consistent methodology informed by the Town's existing compensation levels and current employee wages.

The methodology is as follows:

- Hiring Minimum – The entry point for new employees.
- Hiring Maximum – Set at 15% above the hiring minimum.
- Total Maximum Pay – Set at 30% above the hiring minimum.
- Tiered Positions – Tier 2 is 20% above Tier 1.

Exceptions:

- Permit Technician / Code Enforcement Officer – A standalone Code Officer is set at 10% above Permit Technician; a combined dual-role position is 5% above Code Officer.
- Planning Director – Set 20% above Principal Planner.
- Deputy Clerk and Public Works Supervisor – Hiring minimums set at 75% of their supervising position.

With these ranges in place, the Town now has a compensation framework that can be updated annually based on economic conditions. Many agencies adjust wages using either the Consumer Price Index (CPI)—which measures changes in consumer prices—or the Employment Cost Index (ECI)—which measures wage and benefit growth. For 2026, the Town has chosen to use CPI, which has increased approximately 3% over the past twelve months for which data is available.

It is important to note that neither CPI nor ECI can fully capture local shifts in the job market. Some positions may require more aggressive adjustments to remain competitive, particularly in specialized fields or hard-to-fill roles. As such, the Town will continue to evaluate compensation on a position-by-position basis to maintain internal equity, support recruitment and retention, and ensure compensation remains aligned with Minturn's organizational needs.

Page 3

Manager's Report – October 15th, 2025

301 Boulder St. Minturn, CO 81645 - manager@minturn.org

MANAGER'S REPORT

November 2025



Capital Projects

Minturn Water Treatment Plant

Status:

- **90% design is complete.**
- The design has been **submitted to and accepted by CDPHE** for formal review. CDPHE's review is expected to occur **between January and March 2026.**
- Plans are also being submitted for **local building and zoning review.**

Cost Estimate:

- Current estimate is **~\$11 million based on the 60% design.**
- An **updated cost estimate** is expected **by January**, once the 90% design review is complete.

Next Steps:

- The Municipal Advisor and Town Manager will **present financing options** for the Water Treatment Plant and seek Town Council direction on **November 19th.**
- If the Town wishes to pursue a **State Revolving Fund (SRF) Loan** through the Colorado Water Resources and Power Development Authority (CWRPDA), the application must be submitted by **January 5th, 2026.**

Taylor Street Repaving

Status:

- Design is complete.

Next Steps:

- Staff are exploring the potential to submit the reconstruction of Taylor Street, including Railroad Avenue as a single project with Bellm Bridge for a Federal funding opportunity.

US 24 Pedestrian Improvement

Status:

- The project has been shut down for the season and construction will resume in the spring.

Next Steps:

- Staff are working with Xcel Energy and Phoenix Industries to negotiate the potential costs and impacts of a spring 2026 re-mobilization.

Bellm Bridge Design RFQ

Status:

- Staff are currently working with SEH Inc. on the bridge design.
- Staff applied to CDOT's Off-System Bridge Grant program on November 7th.

Next Steps:

- Identify additional funding opportunities for the estimated \$6 million dollar construction cost.

MANAGER'S REPORT

November 2025



Little Beach Park & Historic Meyer's Barn

Status:

- Installation of the new retaining wall and asphalt access road is complete.

Next Steps:

- Staff have drafted an RFP for a new playground with the assistance of the Town Engineer Jeff Spanel.
- After we receive comments and feedback from the Council Committee, the RFP will be posted.



MANAGER'S REPORT

Attachment 1

Employee Compensation

Job Title	2025 Ranges						2026 Ranges						
	Hiring Min	Hiring Max	Hourly Max	Hiring Min	Hiring Max	Salary Max	COLA	Hiring Min	Hiring Max	Hourly Max	Hiring Min	Hiring Max	Salary Max
Town Manager	\$ 74.52	\$ 85.70	\$ 111.41	\$ 155,000.00	\$ 178,250.00	\$ 231,725.00	3%	\$ 76.75	\$ 88.27	\$ 114.75	\$ 159,650.00	\$ 183,597.50	\$ 238,676.75
Planning Director	\$ 54.42	\$ 62.58	\$ 81.35	\$ 113,184.00	\$ 130,161.60	\$ 169,210.08	3%	\$ 56.05	\$ 64.46	\$ 83.79	\$ 116,579.52	\$ 134,066.45	\$ 174,286.38
Town Planner													
Assistant	\$ 31.49	\$ 36.21	\$ 47.08	\$ 65,500.00	\$ 75,325.00	\$ 97,922.50	3%	\$ 32.44	\$ 37.30	\$ 48.49	\$ 67,465.00	\$ 77,584.75	\$ 100,860.18
Senior	\$ 37.79	\$ 43.46	\$ 56.49	\$ 78,600.00	\$ 90,390.00	\$ 117,507.00	3%	\$ 38.92	\$ 44.76	\$ 58.19	\$ 80,958.00	\$ 93,101.70	\$ 121,032.21
Principal	\$ 45.35	\$ 52.15	\$ 67.79	\$ 94,320.00	\$ 108,468.00	\$ 141,008.40	3%	\$ 46.71	\$ 53.71	\$ 69.83	\$ 97,149.60	\$ 111,722.04	\$ 145,238.65
Town Clerk/Treasurer	\$ 60.10	\$ 69.11	\$ 89.84	\$ 125,000.00	\$ 143,750.00	\$ 186,875.00	3%	\$ 61.90	\$ 71.18	\$ 92.54	\$ 128,750.00	\$ 148,062.50	\$ 192,481.25
Deputy Clerk	\$ 45.07	\$ 51.83	\$ 67.38	\$ 93,750.00	\$ 107,812.50	\$ 140,156.25	3%	\$ 46.42	\$ 53.39	\$ 69.40	\$ 96,562.50	\$ 111,046.88	\$ 144,360.94
Code Enforcement/Permit Technician													
Dual Role	\$ 30.82	\$ 35.44	\$ 46.07	\$ 64,102.50	\$ 73,717.88	\$ 95,833.24	3%	\$ 31.74	\$ 36.50	\$ 47.46	\$ 66,025.58	\$ 75,929.41	\$ 98,708.23
Code Enforcement Officer	\$ 29.35	\$ 33.75	\$ 43.88	\$ 61,050.00	\$ 70,207.50	\$ 91,269.75	3%	\$ 30.23	\$ 34.77	\$ 45.20	\$ 62,881.50	\$ 72,313.73	\$ 94,007.84
Permit Technician	\$ 26.68	\$ 30.69	\$ 39.89	\$ 55,500.00	\$ 63,825.00	\$ 82,972.50	3%	\$ 27.48	\$ 31.61	\$ 41.09	\$ 57,165.00	\$ 65,739.75	\$ 85,461.68
Public Works Director	\$ 55.29	\$ 63.58	\$ 82.66	\$ 115,000.00	\$ 132,250.00	\$ 171,925.00	3%	\$ 56.95	\$ 65.49	\$ 85.14	\$ 118,450.00	\$ 136,217.50	\$ 177,082.75
Public Works Supervisor	\$ 41.47	\$ 47.69	\$ 61.99	\$ 86,250.00	\$ 99,187.50	\$ 128,943.75	3%	\$ 42.71	\$ 49.12	\$ 63.85	\$ 88,837.50	\$ 102,163.13	\$ 132,812.06
Equipment Operator													
One	\$ 28.75	\$ 33.06	\$ 42.98	\$ 59,800.00	\$ 68,770.00	\$ 89,401.00	3%	\$ 29.61	\$ 34.05	\$ 44.27	\$ 61,594.00	\$ 70,833.10	\$ 92,083.03
Two	\$ 34.50	\$ 39.68	\$ 51.58	\$ 71,760.00	\$ 82,524.00	\$ 107,281.20	3%	\$ 35.54	\$ 40.87	\$ 53.12	\$ 73,912.80	\$ 84,999.72	\$ 110,499.64
Maintenance Technician													
One	\$ 24.13	\$ 27.75	\$ 36.07	\$ 50,190.40	\$ 57,718.96	\$ 75,034.65	3%	\$ 24.85	\$ 28.58	\$ 37.16	\$ 51,696.11	\$ 59,450.53	\$ 77,285.69
Two	\$ 28.96	\$ 33.30	\$ 43.29	\$ 60,228.48	\$ 69,262.75	\$ 90,041.58	3%	\$ 29.82	\$ 34.30	\$ 44.59	\$ 62,035.33	\$ 71,340.63	\$ 92,742.82
Seasonal Snow Removal Technician													
Benefited	\$ 28.75	\$ 33.06					3%	\$ 29.61	\$ 34.05				
Non-Benefited	\$ 35.00	\$ 40.25					3%	\$ 36.05	\$ 41.46				

Salary max is 30% of the hiring maximum.
Hiring maximum wage is 15% above hiring minimum.
Hiring minimum is 20% above lower tier for tiered positions.
Hiring minimum is 75% of the higher tier for Deputy Clerk and Public Works Supervisor
Planning Director starts 20% higher than Principal Planner

**Proclamation of the Town of Minturn
COLORADO GIVES DAY**

WHEREAS charitable giving in Eagle County, Colorado is critical to providing support that local nonprofit organizations need to make our community a desirable place to live; and

WHEREAS research shows an increase in online giving both locally and nationally, and many believe it is the future of philanthropy; and

WHEREAS Colorado Gives Foundation and FirstBank have partnered in an effort to increase charitable giving in our community through the online giving initiative Colorado Gives Day; and

WHEREAS, Colorado Gives Day in 2024 raised \$54.8 million statewide in a single 24-hour period via online donations, and \$1.47 million to Eagle County nonprofits via 4,645 individual donations at eaglecountycoloradogives.org, a website allowing donors to direct their contributions to one or more of the 55 local Eagle County charities featured on the site, making it an ideal resource for facilitating charitable giving to our locally based nonprofit organizations.

WHEREAS, Colorado Gives Day is Tuesday, December 9th this year, and all citizens are encouraged to participate because all donations, large or small, can make a difference to nonprofits in need.

NOW, THEREFORE, BE IT PROCLAIMED BY Mayor Earle Bidez and the Town Council of the Town of Minturn, Colorado **THAT:** Tuesday, December 9, 2025, will be known as Colorado Gives Day in our community.

TOWN OF MINTURN

ATTEST:

By: _____
Earle Bidez, Mayor

Jay Brunvand, Town Clerk



LOVE
YOUR
TRAILS



Minturn Projects 2026

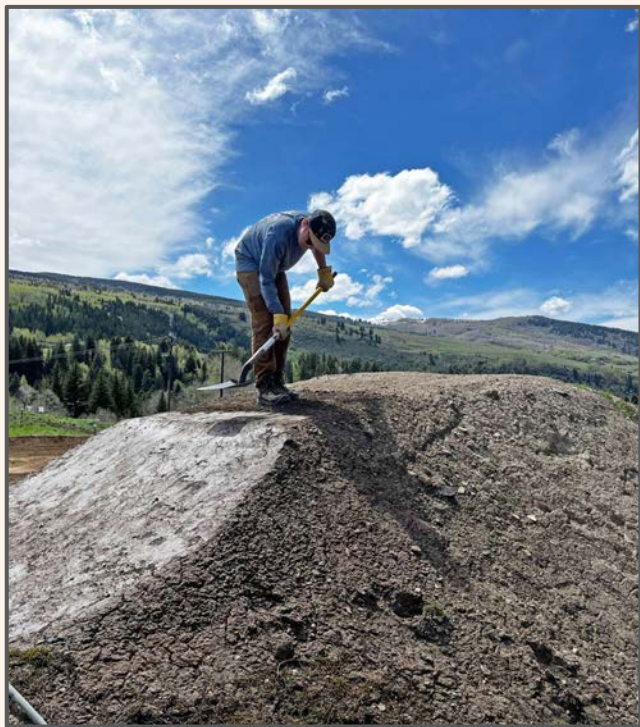


Completed Skills Area



- 7 skills features completed, 1 additional feature to be installed in the spring
- New shaded area
- New designated path from main shade structure to skills area

2026 Jump & Pumptrack Improvements



- Rebuilding and resurfacing of all existing jumps
- Adding new jump options for a renewed experience
- Repairing damaged sections of the pumptrack

Trail Conservation & Stewardship Crew



2026 Request for Support:

- \$7,500



- Signage
- Trail maintenance and building
- Tree clearing
- Two Elk shooting range clean up
- Bridge repair and construction
- Barbed wire removal

Grouse Trailhead Expansion



- Forest Service approval to expand the trailhead by at least 10 parking spots
- Contractor cost to implement in 2026 - \$25,000
- Cost savings opportunities with VVMTA crew and Town of Minturn - \$10,000-\$15,000



**Thank you
for your
support!**



LOVE YOUR TRAILS



vvmta.org

Memorandum

From: KARP NEU HANLON
To: Minturn Town Council
Date: November 17, 2025
Re: Listing Agreement – Highlands Parcels

Council directed staff to negotiate a listing contract with Slifer Smith & Frampton (Broker) for realtor services in marketing the Highlands parcels. Based upon the materials received from Slifer Smith and Frampton and the discussion at the Town council meeting, the attached draft Exclusive Right-to-Sell Listing Contract (Contract) between Slifer Smith and Frampton Real Estate and the Town of Minturn is attached for your consideration. Execution of this Contract will allow Broker to begin marketing the property for the upcoming holiday / ski season. The attached resolution would memorialize the approval of the contract.

Some specific provisions to note in the Contract.

1. This is a seller agency contract where the broker will owe duties to act in the Town's best interest. The seller agency status can only be changed to a transactional brokerage status with the Town's consent.
2. The listing period in section 3.7 is for two years until October 31, 2027. This is a lengthy listing. For unimproved real property it may take some time to find the right buyer. Additionally, the Broker is committing to invest in marketing and will need a reasonable period of time to realize that investment.
3. The sales compensation for selling the property in section 7.1 point one is 6% of the gross purchase price. Of that amount 2.75% of the gross purchase price would go to a buyer broker. I find this amount reasonable in light of the fact that this is not a house up against a public Rd. but unimproved property that will require meaningful efforts by the broker to find the right buyer.
4. In Section 28 3, there is a limited carve out for the sale of the property to Eagle County, the Colorado Parks and Wildlife, and the Eagle County Land Trust. These carve outs recognize that the Town has engaged in discussions with these entities about a potential purchase. If such a purchase occurs, the Broker will only receive a Commission of 2%.
5. Please review section 9.3.1 of the Contract which discusses the marketing that the Broker will undertake. I will note that based on my review of listing agreements for

other clients, the Broker has included a robust mixture of marketing that will be done for this property.

6. In section 11.1, the price for the property needs to be identified by the council. Staff will come to the meeting with their recommendation.
7. In section 20, in the event that the Town goes under contract and the buyer defaults, the earnest money will be paid to the town. The earnest money would then be shared with the Broker 50/50.

Approval with recommended changes:

- A. Staff recommends approving the resolution subject to inclusion in Section 28 a provision that at closing a covenant will be recorded against the property to protect wildlife:
 - a. At Closing, a covenant burdening the Property will be executed and recorded in the public records of Eagle County restricting fencing of the Property to be exclusively limited to: (a) a fence enclosing residential structures which may be built upon the Property which fence shall not enclose more than 2 acres, and (b) a gate and fence along the access road to the Property which fence shall not extend more than 75 feet on either side of the access road. All fencing shall meet Colorado Parks and Wildlife “wildlife friendly” fencing requirements. All other fences on the Property are prohibited. The covenant shall further restrict dogs to be leashed or within fenced areas at all times. Dogs shall not be allowed to run free on the Property. The covenant will be enforceable by the Town of Mintun.
- B. Staff recommends approving the resolution subject to inclusion in Section 28 a provision that ensures access to Parcel 1 – which is not defined at this time:
 - a. At Closing, an easement, 40 feet in width, crossing Parcel 2 shall be executed for the benefit of Parcel 1. The easement shall be for the purpose of providing access (motorized and non-motorized) and utilities. The location of the easement may be general in nature, so long as within 1 year post-Closing the owner of Parcel 1 designates the specific location of the easement and amends the recorded easement document accordingly.

The easement language can be modified if a closing does not occur by Spring and the Town Engineer is able to define where a driveway should go to access Parcel 1.

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 48 SERIES 2025**

**A RESOLUTION APPROVING A LISTING AGREEMENT WITH SLIFER SMITH
AND FRAMPTON REAL ESTATE TO LIST FOR SALE AND MARKET THE
HIGHLANDS PARCELS**

RECITALS

- A. The Town of Minturn, in the County of Eagle and State of Colorado (the "Town"), is a home-rule municipal corporation duly organized and existing under the laws of the State of Colorado and the Town Charter (the "Charter").
- B. The Town owns Parcel 1 and Parcel 2 of Battle Mountain North (the "Highlands Parcels").
- C. The Town wishes to enter into listing agreement with the Slifer Smith & Frampton Real Estate to provide brokerage services to the Town for the sale of the Highlands Parcels, as set forth in the Exclusive Right-to-Sell Listing Contract attached as **Exhibit A** (the "Agreement").
- D. The Town Council wishes to approve the Agreement and perform its obligations thereunder and finds and determines that doing so is in the best interests of the Town.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Minturn, Colorado as follows:

- 1. Recitals. The foregoing recitals are incorporated herein as findings of the Town Council.
- 2. Agreement. The Town Council hereby approves the Agreement in substantially the same form as enclosed as **Exhibit A**, as determined to be satisfactory to the Town Attorney, and authorizes the Mayor or Town Manager to execute the same, and further directs Staff to take such actions as are necessary to execute the terms of the Agreement.
- 3. Ratification of Actions. All actions heretofore taken, not inconsistent with the provisions of this Resolution, by the Town Council and the officers, agents, and employees of the Town relating to the subject matter of this Resolution, are hereby ratified, approved, and confirmed.
- 4. Severability. If any provision of this Resolution is found to be unconstitutional or unlawful, such finding shall only invalidate that part or portion found to violate the law. All other provisions shall be deemed severable and shall continue in full force and effect.

INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this 19th day of November, 2025.

TOWN OF MINTURN

By: _____
Earle Bidez, Mayor

ATTEST:

Jay Brunvand, Town Clerk



Slifer Smith & Frampton Real Estate
Brent Rimel
Ph: (970)390-9872
Fax: (855)212-1224

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (LC50-8-24) (Mandatory 8-24).

THIS IS A BINDING CONTRACT. THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

Compensation charged by brokerage firms is not set by law and is fully negotiable.

DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE BUYER AGENCY, SELLER AGENCY, OR TRANSACTION-BROKERAGE.

EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT

☒ **SELLER AGENCY** ☐ **TRANSACTION-BROKERAGE**

Date: 11/10/2025

1. AGREEMENT. Seller and Brokerage Firm enter into this exclusive, irrevocable contract (Seller Listing Contract) and agree to its provisions. Broker, on behalf of Brokerage Firm, agrees to provide brokerage services to Seller. Seller agrees to pay Brokerage Firm as set forth in this Seller Listing Contract.

2. BROKER AND BROKERAGE FIRM.

☒ **2.1. Multiple-Person Firm.** If this box is checked, Broker (as defined below) is the individual designated by Brokerage Firm to serve as the broker of Seller and to perform the services for Seller required by this Seller Listing Contract. If more than one individual is so designated, then references in this Seller Listing Contract to Broker include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm, or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

☐ **2.2. One-Person Firm.** If this box is checked, Broker (as defined below) is a brokerage firm with only one licensed person. References in this Seller Listing Contract to Broker or Brokerage Firm mean both the licensed person and brokerage firm who serve as the Broker of Seller and perform the services for Seller required by this Seller Listing Contract.

3. DEFINED TERMS.

3.1. Seller: Town of Minturn

3.2. Brokerage Firm: Slifer Smith & Frampton Real Estate

3.3. Broker: Brent Rimel, Pete Seibert

3.4. Property. The Property is the following legally described real estate in the County of Eagle, Colorado:

Subdivision: BATTLE MOUNTAIN NORTH EXEMPTION PARCEL 1 (R069739) and BATTLE MOUNTAIN NORTH EXEMPTION PARCEL 2 (R069740)

known as No. TBD Notch Mountain Road Minturn, CO 81645,

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded.

☐ **3.5. Affordable Housing.** If this box is checked, Seller represents, to the best of Seller's actual knowledge, the Property **IS** part of an affordable housing program. If this box is **NOT** checked, Seller

represents that Property is **NOT** part of an affordable housing program.

3.6. Sale; Lease.

3.6.1. A "Sale" of the Property is the voluntary transfer or exchange of any interest in the Property or the voluntary creation of the obligation to convey any interest in the Property, including a contract or lease. It also includes an agreement to transfer any ownership interest in an entity which owns the Property.

☐ **3.6.2.** If this box is checked, Seller authorizes Broker to negotiate a lease of the Property. "Lease of the Property" or "Lease" means any agreement between the Seller and a tenant to create a tenancy or leasehold interest in the Property.

3.7. Listing Period. The Listing Period of this Seller Listing Contract begins on 11/10/2025, and continues through the earlier of (1) completion of the Sale or, if applicable, Lease of the Property or (2) 10/31/2027, and any written extensions (Listing Period). Broker must continue to assist in the completion of any Sale or Lease of the Property for which compensation is due and payable to Brokerage Firm under § 7 of this Seller Listing Contract.

3.8. Applicability of Terms. A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A" or the word "Deleted" means not applicable. The abbreviation "MEC" (mutual execution of this contract) means the date upon which both parties have signed this Seller Listing Contract.

3.9. Day; Computation of Period of Days, Deadline.

3.9.1. Day. As used in this Seller Listing Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).

3.9.2. Computation of Period of Days, Deadline. In computing a period of days, when the ending date is not specified (e.g., three days after MEC), the first day is excluded and the last day is included. If any deadline falls on a Saturday, Sunday, or federal or Colorado state holiday (Holiday), such deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday, or Holiday. Should neither box be checked, the deadline will not be extended.

4. BROKERAGE RELATIONSHIP.

4.1. If the Seller Agency box at the top of page 1 is checked, Broker represents Seller as Seller's limited agent (Seller's Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker acts as a Transaction-Broker.

4.2. In-Company Transaction – Different Brokers. When Seller and buyer in a transaction are working with different brokers within the Brokerage Firm, those brokers continue to conduct themselves consistent with the brokerage relationships they have established. Seller acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working with a buyer.

4.3. In-Company Transaction – One Broker. If Seller and buyer are both working with the same Broker, Broker must function as:

4.3.1. Seller's Agent. If the Seller Agency box at the top of page 1 is checked, the parties agree the following applies:

4.3.1.1. Seller Agency Unless Brokerage Relationship with Both. Broker represents Seller as Seller's Agent and must treat the buyer as a customer. A customer is a party to a transaction with whom Broker has no brokerage relationship. Broker must disclose to such customer the Broker's relationship with Seller. However, if Broker delivers to Seller a written Change of Status that Broker has a brokerage relationship with the buyer then Broker is working with both Seller and buyer as a Transaction Broker. If the box in § 4.3.1.2. (**Seller Agency Only**) is checked, § 4.3.1.2. (**Seller Agency Only**) applies instead.

☒ **4.3.1.2. Seller Agency Only.** If this box is checked, Broker represents Seller as Seller's Agent and must treat the buyer as a customer.

4.3.2. Transaction-Broker. If the Transaction-Brokerage box at the top of page 1 is checked, or in the event neither box is checked, Broker must work with Seller as a Transaction-Broker. A Transaction-Broker must perform the duties described in § 5 and facilitate sales transactions without being an advocate or agent for either party. If Seller and buyer are working with the same Broker, Broker must continue to function as a Transaction-Broker.

5. BROKERAGE DUTIES. Broker, on behalf of Brokerage Firm as either a Transaction-Broker or a Seller's Agent, must perform the following **"Uniform Duties"** when working with Seller:

5.1 Broker must exercise reasonable skill and care for Seller, including, but not limited to the following:

5.1.1. Performing the terms of any written or oral agreement with Seller;

5.1.2. Presenting all offers to and from Seller in a timely manner regardless of whether the Property is subject to a contract for Sale;

5.1.3. Disclosing to Seller adverse material facts actually known by Broker;

5.1.4. Advising Seller regarding the transaction and advising Seller to obtain expert advice as to material matters about which Broker knows but the specifics of which are beyond the expertise of Broker;

5.1.5. Accounting in a timely manner for all money and property received; and

5.1.6. Keeping Seller fully informed regarding the transaction.

5.2. Broker must not disclose the following information without the informed consent of Seller:

5.2.1. That Seller is willing to accept less than the asking price for the Property;

5.2.2. What the motivating factors are for Seller to sell the Property;

5.2.3. That Seller will agree to financing terms other than those offered;

5.2.4. Any material information about Seller unless disclosure is required by law or failure to disclose such information would constitute fraud or dishonest dealing; or

5.2.5. Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Property.

5.3. Seller consents to Broker's disclosure of Seller's confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee does not further disclose such information without consent of Seller, or use such information to the detriment of Seller.

5.4. Brokerage Firm may have agreements with other sellers to market and sell their properties. Broker may show alternative properties not owned by Seller to other prospective buyers and list competing properties for sale.

5.5. Broker is not obligated to seek additional offers to purchase the Property while the Property is subject to a contract for Sale.

5.6. Broker has no duty to conduct an independent inspection of the Property for the benefit of a buyer and has no duty to independently verify the accuracy or completeness of statements made by Seller or independent inspectors. Broker has no duty to conduct an independent investigation of a buyer's financial condition or to verify the accuracy or completeness of any statement made by a buyer.

5.7. Seller understands that Seller is not liable for Broker's acts or omissions that have not been approved, directed, or ratified by Seller.

5.8. When asked, Broker ☒ **Will** ☐ **Will Not** disclose to prospective buyers and cooperating brokers the existence of offers on the Property and whether the offers were obtained by Broker, a broker within Brokerage Firm, or by another broker. If Broker wishes to disclose the terms of any offer, Broker must first obtain the Seller's written consent.

6. ADDITIONAL DUTIES OF SELLER'S AGENT. If the Seller Agency box at the top of page 1 is checked, Broker is Seller's Agent, with the following additional duties:

6.1. Promoting the interests of Seller with the utmost good faith, loyalty and fidelity;

6.2. Seeking a price and terms that are set forth in this Seller Listing Contract; and

6.3. Counseling Seller as to any material benefits or risks of a transaction that are actually known by Broker.

7. COMPENSATION TO BROKERAGE FIRM; COMPENSATION TO BUYER BROKERAGE FIRM. Seller agrees that any Brokerage Firm compensation that is conditioned upon the Sale of the Property will be earned by Brokerage Firm as set forth herein without any discount or allowance for any efforts made by Seller or by any other person in connection with the Sale of the Property.

7.1. Amount. In consideration of the services to be performed by Broker, Seller agrees to pay Brokerage Firm as follows:

7.1.1. Sale Compensation. (1) 6 % of the gross purchase price or (2) n/a, in U.S. dollars.

7.1.1.1. If buyer's brokerage firm: (i) procures a buyer; and (ii) the transaction results in a closing of the Sale of the Property to such buyer, Seller's Brokerage Firm may enter into a compensation agreement with buyer's brokerage firm to contribute from the Sale Compensation an amount of 2.75% of the gross purchase price or \$n/a, in U.S. dollars to buyer's brokerage firm.

7.1.1.2. If Seller agrees to pay the buyer's brokerage firm pursuant to the contract between buyer and Seller, Seller's compensation to Seller's Brokerage Firm will be reduced by that amount not to exceed the buyer's brokerage firm compensation set forth in §7.1.1.1.

7.1.2. Lease Compensation. If the box in § 3.6.2. is checked, Brokerage Firm will be paid a fee equal to (1) n/a % of the gross rent under the lease, or (2) n/a, in U.S. dollars, payable as follows: n/a. Brokerage Firm agrees to contribute from the Lease Compensation to tenant's brokerage firm an amount of n/a % of the gross rent or n/a, in U.S. dollars if: (i) tenant's brokerage firm procures the tenant; and (ii) the tenant enters into a lease with owner or owner's agent for the Property.

7.1.3. Other Compensation.
n/a

7.2. When Earned. Such compensation is earned upon the occurrence of any of the following:

7.2.1. Any Sale of the Property within the Listing Period by Seller, by Broker or by any other person;

7.2.2. Broker finding a buyer who is ready, willing and able to complete the Sale or Lease as specified in this Seller Listing Contract; or

7.2.3. Any Sale (or Lease if § 3.6.2. is checked) of the Property within 120 calendar days after the Listing Period expires (Holdover Period) (1) to anyone with whom Broker negotiated and (2) whose name was submitted, in writing, to Seller by Broker during the Listing Period (Submitted Prospect). However, Seller ☒ **Will** ☐ **Will Not** owe the compensation to Brokerage Firm under this § 7.2.3. if a compensation is earned by another licensed brokerage firm acting pursuant to an exclusive agreement entered into during the Holdover Period and a Sale or Lease to a Submitted Prospect is consummated. If no box is checked in this § 7.2.3., then Seller does not owe the compensation to Brokerage Firm.

7.3. When Applicable and Payable. The compensation obligation applies to a Sale made during the Listing Period or any extension of such original or extended term. The compensation described in § 7.1.1. is payable at the time of the closing of the Sale, or, if there is no closing (due to the refusal or neglect of Seller) then on the contracted date of closing, as contemplated by § 7.2.1. or § 7.2.3., or upon fulfillment of § 7.2.2. where the offer made by such buyer is not accepted by Seller.

8. LIMITATION ON THIRD-PARTY COMPENSATION. Neither Broker nor Brokerage Firm, except as set forth in § 7, will accept compensation from any other person or entity in connection with the Property without the written consent of Seller. Additionally, neither Broker nor Brokerage Firm is permitted to assess or receive mark-ups or other compensation for services performed by any third party or affiliated business entity unless Seller signs a separate written consent for such services.

9. OTHER BROKERS' ASSISTANCE, MULTIPLE LISTING SERVICES (MLS) AND MARKETING. Seller has been advised by Broker of the advantages and disadvantages of various marketing methods, including advertising and the use of multiple listing services (MLS) and various methods of making the Property accessible by other brokerage firms (e.g., using lock boxes, by-appointment-only showings, etc.) and whether some methods may limit the ability of another broker to show the Property. After having been so advised, Seller has chosen the following:

9.1. MLS/Information Exchange.

9.1.1. The Property ☒ **Will** ☐ **Will Not** be submitted to one or more MLS and ☐ **Will** ☒ **Will Not** be submitted to one or more property information exchanges. If submitted, Seller authorizes Broker to provide a copy of this Seller Listing Contract to the MLS or information exchange, if requested, timely provide notice of any listing status change (e.g.: active, under contract, pending, sold) to such MLS

and information exchanges, and, upon transfer of deed from Seller to buyer, provide all required sales information to such MLS and information exchanges.

9.1.2. Seller authorizes the use of electronic and all other marketing methods except:
no exceptions

9.1.3. Seller further authorizes use of the data by MLS and property information exchanges, if any.

9.1.4. The Property Address ☒ Will ☐ Will Not be displayed on the Internet.

9.1.5. The Property Listing ☒ Will ☐ Will Not be displayed on the Internet.

9.2. Property Access.

9.2.1. Broker may access the Property by:

☐ Electronic Lock Box ☐ Manual Lock Box

☒ **By appointment only accompanied by Listing Broker(s)**

Other instructions:

n/a

9.2.2. Other than Broker, Seller further authorizes the following persons to access the Property using the method described in § 9.2.1.

☒ Actively Licensed Real Estate Brokers ☒ Licensed Appraisers

☒ Unlicensed Broker Assistants ☒ Unlicensed Inspectors

☒ Other: **Professional photographers, videographers and/or other contractors engaged by Listing Brokers**

9.3. Broker Marketing.

9.3.1. The following specific marketing tasks will be performed by Broker:

Advertising/marketing to include, but is not limited to, professional photography; professional video; websites (a custom website for the Property, Slifer Smith & Frampton's - SSF - website AND other affiliate and 3rd party websites - e.g. Zillow, Realtor.com, etc.); custom interactive maps; print brochures; post-card mailings; advertising in publications such as the Vail Daily, Slifer Smith & Frampton's Portfolio and other publications at the discretion of the Brokers; social media posts; newsletters; and electronic notifications to members of the Vail Board of Realtors and Aspen Board of Realtors. Per the National Association of Realtors Clear Cooperation Policy, public marketing will commence when the property is activated in the MLS.

9.3.2. Seller authorizes videos and pictures of both the interior and exterior of the Property except:
n/a

9.4. **Marketing Termination.** Broker and Brokerage Firm may discontinue using any marketing materials if, in Brokerage Firm's sole discretion, Broker or Brokerage Firm receives a credible threat of litigation or a complaint regarding the use of such marketing material. Upon expiration of the Listing Period and request from Seller, Broker will use reasonable efforts to remove information submitted to the MLS and/or information exchanges. Seller understands that information submitted to either the MLS or information exchanges may be difficult, if not impossible, to remove from syndicators and the Internet and releases Broker from any liability for Broker's inability to remove the information.

10. SELLER'S OBLIGATIONS TO BROKER; DISCLOSURES AND CONSENT.

10.1. **Negotiations and Communication.** Seller agrees to conduct all negotiations for the Sale or Lease of the Property only through Broker and to refer to Broker all communications received in any form from real estate brokers, prospective buyers, tenants, or any other source during the Listing Period of this Seller Listing Contract.

10.2. **Advertising.** Seller agrees that any advertising of the Property by Seller (e.g., Internet, print, and signage) must first be approved by Broker.

291 **10.3. No Existing Listing Agreement.** Seller represents that Seller ☐ **Is** ☒ **Is Not** currently a party
292 to any listing agreement with any other broker to sell the Property. Seller further represents that Seller ☐ **Has**
293 ☒ **Has Not** received a list of "Submitted Prospects" pursuant to a previous listing agreement to sell the
294 Property with any other broker.
295

296 **10.4. Ownership of Materials and Consent.** Seller represents that all materials (including all
297 photographs, renderings, images, videos, or other creative items) supplied to Broker by or on behalf of Seller
298 are owned by Seller, except as Seller has disclosed in writing to Broker. Seller is authorized and grants to
299 Broker, Brokerage Firm, and any MLS (that Broker submits the Property to) a nonexclusive irrevocable,
300 royalty-free license to use such material for marketing of the Property, reporting as required as well as the
301 publishing, display, and reproduction of such material, compilation, and data. This license survives the
302 termination of this Seller Listing Contract. Unless agreed to otherwise, all materials provided by Broker
303 (photographs, renderings, images, videos, or other creative items) may not be used by Seller for any reason.
304

305 **10.5. Colorado Foreclosure Protection Act.** The Colorado Foreclosure Protection Act (Act)
306 generally applies if (1) the Property is residential, (2) Seller resides in the Property as Seller's principal
307 residence, (3) buyer's purpose in purchase of the Property is not to use the Property as buyer's personal
308 residence, and (4) the Property is in foreclosure or buyer has notice that any loan secured by the Property is
309 at least thirty (30) days delinquent or in default. If all requirements 1, 2, 3, and 4 are met and the Act
310 otherwise applies, then a contract between buyer and Seller for the sale of the Property that complies with
311 the provisions of the Act is required. If the transaction is a Short Sale transaction and a Short Sale
312 Addendum is part of the Contract between Seller and buyer, the Act does not apply. It is recommended that
313 Seller consult with an attorney.
314

315 **11. PRICE AND TERMS.** The following Price and Terms are acceptable to Seller:

316 **11.1. Price.** U.S. \$ TBD

317 **11.2. Terms.** ☒ **Cash** ☐ **Conventional** ☐ **FHA** ☐ **VA** ☒ **Other:** Terms acceptable to Seller

318 **11.3. Loan Discount Points.**

319 n/a

320 **11.4. Buyer's Closing Costs (FHA/VA).** Seller must pay closing costs and fees, not to exceed \$ n/a,
321 that Buyer is not allowed by law to pay, for tax service and n/a.
322

323 **11.5. Earnest Money.** Minimum amount of earnest money deposit U.S. \$ 5% of Purchase Price or
324 an amount acceptable to Seller in the form of money wire transfer to Land Title Guarantee
325 Company
326

327 **11.6. Seller Proceeds.** Seller will receive net proceeds of closing as indicated: ☐ **Cashier's Check** at
328 Seller's expense; ☒ **Funds Electronically Transferred (Wire Transfer)** to an account specified by Seller, at
329 Seller's expense; or ☐ **Closing Company's Trust Account Check**. Wire and other frauds occur in real
330 estate transactions. Any time Seller is supplying confidential information such as social security numbers or
331 bank account numbers, Seller should provide the information in person or in another secure manner.
332

333 **11.7. FIRPTA.** Pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA), the Internal
334 Revenue Service (IRS) may require a substantial portion of Seller's proceeds be withheld after Closing when
335 Seller is a foreign person. If the box in this Section is checked, Seller represents that Seller ☐ **IS** a foreign
336 person for purposes of U.S. income taxation and authorizes Broker to disclose such status. If the box in this
337 Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income
338 taxation.
339

340 **11.8. Colorado Withholding.** If Seller is not exempt, the Colorado Department of Revenue may
341 require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado
342 resident after Closing.
343

344 **12. DEPOSITS.** Brokerage Firm is authorized to accept earnest money deposits received by Broker
345 pursuant to a proposed contract for the Sale of the Property. Brokerage Firm is authorized to deliver the
346 earnest money deposit to the closing agent, if any, at or before the closing of the contract for the Sale of the
347 Property.
348

350
351 **13. INCLUSIONS AND EXCLUSIONS.**

352 **13.1. Inclusions.** The Purchase Price includes the following items (Inclusions):

353 **13.1.1. Inclusions – Attached.** If attached to the Property on the date of this Seller Listing
354 Contract, the following items are included unless excluded under §13.2. (Exclusions): lighting, heating,
355 plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable)
356 wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen
357 appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door
358 openers (including n/a remote controls). If checked, the following are owned by the Seller and included
359 (leased items should be listed under §13.1.6. (Leased Items)): ☒ None ☐ Solar Panels ☐ Water Softeners
360 ☐ Security Systems ☐ Satellite Systems (including satellite dishes). If any additional items are attached to
361 the Property after the date of this Seller Listing Contract, such additional items are also included.
362

363 **13.1.2. Inclusions – Not Attached.** If on the Property, whether attached or not, on the date of
364 this Seller Listing Contract, the following items are included unless excluded under §13.2. (Exclusions): storm
365 windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and
366 treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves,
367 storage sheds, carbon monoxide alarms, smoke/fire detectors, and all keys.
368

369 **13.1.3. Other Inclusions.** The following items, whether fixtures or personal property, are also
370 included in the Purchase Price:

371 None.

372 **13.1.4. Encumbered Inclusions.** Any Inclusions owned by Seller (e.g., owned solar panels)
373 must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real
374 estate taxes for the year of Closing), liens and encumbrances, except:

375 No exceptions.

376 **13.1.5. Personal Property Conveyance.** Conveyance of all personal property will be by bill of
377 sale or other applicable legal instrument.

378 **13.1.6. Leased Items.**

379 **13.1.6.1.** The following leased items are part of the transaction:

380 None.

381 **13.1.6.2. Lease Documents.** Seller agrees to supply to buyer, as will be set forth in the final
382 contract between Seller and buyer, the documents between Seller and Seller's lessor regarding the lease,
383 leased item, cost, and other terms including requirements imposed upon a buyer if buyer is assuming the
384 leases.
385

386 **13.2. Exclusions.** The following are excluded (Exclusions):

387 No exclusions.

388 **13.3. Trade Fixtures.** The following trade fixtures are included:

389 None.

390 The Trade Fixtures to be conveyed at closing must be conveyed by Seller, free and clear of all taxes
391 (except personal property taxes for the year of closing), liens and encumbrances, except no exceptions.
392 Conveyance will be by bill of sale or other applicable legal instrument.

393 **13.4. Parking and Storage Facilities.** The use or ownership of the following parking facilities:

394 None; and the use or ownership of the following storage facilities:

395 None.

396 **13.5. Water Rights/Well Rights.**

397 ☐ **13.5.1. Deeded Water Rights.** The following legally described water rights:

398 There are no Deeded Water Rights as of the signing of this Exclusive Right-to-Sell Listing
399 Contract.

400 Seller agrees to convey any deeded water rights by a good and sufficient n/a deed at Closing.

401 ☐ **13.5.2. Other Rights Relating to Water.** The following rights relating to water not included in §§
402
403
404

13.5.1., 13.5.3., and 13.5.4.:

There are no Other Rights Relating to Water as of the signing of this Exclusive Right-to-Sell Listing Contract.

☐ **13.5.3. Well Rights.** The Well Permit # is n/a.

☐ **13.5.4. Water Stock Certificates.** The water stock certificates are as follows:

There are no Water Stock Certificates as of the signing of this Exclusive Right-to-Sell Listing Contract.

13.6. Growing Crops. The following growing crops:

None.

14. TITLE AND ENCUMBRANCES.

14.1. Seller Representation. Seller represents that title to the Property is solely in Seller's name.

14.2. Delivery of Documents. Seller must deliver to Broker true copies of all relevant title materials, leases, improvement location certificates and surveys in Seller's possession and must disclose all easements, liens, and other encumbrances, if any, on the Property, of which Seller has knowledge.

14.3. Conveyance. In case of Sale, Seller agrees to convey the Property, by a good and sufficient: ☒ special warranty deed ☐ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed ☐ n/a deed. If title will be conveyed using a special warranty deed or a general warranty deed, unless otherwise specified in § 28 (Additional Provisions) below, title will be conveyed "subject to statutory exceptions" as defined in § 38-30-113, C.R.S. Seller's conveyance of the Property to a buyer will convey only that title Seller has in the Property.

14.4. Monetary Encumbrances. Property must be conveyed free and clear of all taxes, except the general taxes for the year of closing. All monetary encumbrances (such as mortgages, deeds of trust, liens, financing statements) must be paid by Seller and released except as Seller and buyer may otherwise agree. Existing monetary encumbrances are as follows:

None.

If the Property has been or will be subject to any governmental liens for special improvements installed at the time of signing a contract for the Sale of the Property, Seller is responsible for payment of same, unless otherwise agreed.

14.5. Tenancies. The Property will be conveyed subject to the following leases and tenancies for possession of the Property:

None.

15. EVIDENCE OF TITLE. Seller agrees to furnish buyer, at Seller's expense unless the parties agree in writing to a different arrangement, a current commitment and an owner's title insurance policy in an amount equal to the Purchase Price as specified in the contract for the Sale of the Property, or if this box is checked, ☐ **An Abstract of Title** certified to a current date.

16. ASSOCIATION ASSESSMENTS. Seller represents that the amount of the regular owners' association assessment is currently payable at approximately \$0.00 per year and that there are no unpaid regular or special assessments against the Property except the current regular assessments and except , no exceptions. Seller agrees to promptly request the owners' association to deliver to buyer before date of closing a current statement of assessments against the Property.

17. POSSESSION. Possession of the Property will be delivered to buyer as follows: **Date of delivery of deed (the Closing Date) or as agreed to between Buyer and Seller.**, subject to leases and tenancies as described in § 14.

18. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.

18.1. Broker's Obligations. Colorado law requires a broker to disclose to any prospective buyer all

adverse material facts actually known by such broker including but not limited to adverse material facts pertaining to the title to the Property and the physical condition of the Property, any material defects in the Property, and any environmental hazards affecting the Property which are required by law to be disclosed. These types of disclosures may include such matters as structural defects, soil conditions, violations of health, zoning or building laws, and nonconforming uses and zoning variances. Seller agrees that any buyer may have the Property and Inclusions inspected and authorizes Broker to disclose any facts actually known by Broker about the Property.

18.2. Seller's Obligations.

18.2.1. Seller's Property Disclosure Form. Seller ☒ **Agrees** ☐ **Does Not Agree** to provide on or before the sale contract's respective deadline a Seller's Property Disclosure form completed to Seller's current, actual knowledge. Colorado law requires Seller to disclose certain facts regardless of whether Seller is providing a Seller's Property Disclosure form. Typically, the contract requires disclosure of adverse material facts actually known by Seller.

18.2.2. Lead-Based Paint. Unless exempt, if the improvements on the Property include one or more residential dwellings for which a building permit was issued prior to January 1, 1978, a completed Lead-Based Paint Disclosure (Sales) form must be signed by Seller and the real estate licensees, and given to any potential buyer in a timely manner.

18.2.3. Carbon Monoxide Alarms. Note: If the improvements on the Property have a fuel-fired heater or appliance, a fireplace, or an attached garage and one or more rooms lawfully used for sleeping purposes (Bedroom), Seller understands that Colorado law requires that Seller assure the Property has an operational carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or in a location as required by the applicable building code, prior to offering the Property for sale or lease.

18.2.4. Condition of Property. The Property will be conveyed in the condition existing as of the date of the contract for Sale or Lease of the Property, ordinary wear and tear excepted, unless Seller, at Seller's sole option, agrees in writing to any repairs or other work to be performed by Seller.

19. DEFAULT; RIGHT TO CANCEL. If any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

19.1. If Broker is in Default. In the event the Broker fails to substantially perform under this Seller Listing Contract, Seller has the right to cancel this Seller Listing Contract, including all rights of Brokerage Firm to any compensation. Any rights of Seller to damages, if any, that accrued prior to cancellation will survive such cancellation.

19.2. If Seller is in Default. In the event the Seller fails to substantially perform under this Seller Listing Contract to include Seller's or occupant's failure to reasonably cooperate with Broker, Brokerage Firm may cancel this Seller Listing Contract upon written notice to Seller. Any rights of Brokerage Firm that accrued prior to cancellation will survive such cancellation, to include Brokerage Firm's damages, if any.

19.3. Additional Rights of Brokerage Firm to Cancel. Brokerage Firm may cancel this Seller Listing Contract upon written notice to Seller that title is not satisfactory to Brokerage Firm. Although Broker has no obligation to investigate or inspect the Property and no duty to verify statements made, Brokerage Firm has the right to cancel this Seller Listing Contract if any of the following are unsatisfactory: (1) the physical condition of the Property or Inclusions, (2) any proposed or existing transportation project, road, street or highway, (3) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants, or (4) any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Property. In the event Brokerage Firm exercises its right to cancel under this provision, Brokerage Firm waives all rights to pursue damages.

20. FORFEITURE OF PAYMENTS. In the event of a forfeiture of payments made by a buyer, the sums received will be: (1) ☐ paid to Seller in its entirety; (2) ☒ divided between Brokerage Firm and Seller, one-half to Brokerage Firm but not to exceed the Brokerage Firm compensation agreed upon herein, and the balance to Seller; (3) ☐ Other: n/a If no box is checked in this Section, choice (1), paid to Seller in its entirety, applies. Any forfeiture of payment under this Section will not reduce any Brokerage Firm compensation owed, earned and payable under § 7.

21. COST OF SERVICES AND REIMBURSEMENT. Unless otherwise agreed upon in writing, Brokerage Firm must bear all expenses incurred by Brokerage Firm, if any, to market the Property and to compensate buyer's brokerage firms, if any. Neither Broker nor Brokerage Firm will obtain or order any other products or services unless Seller agrees in writing to pay for them promptly when due (e.g., surveys, radon tests, soil tests, title reports, engineering studies, property inspections). Unless otherwise agreed, neither Broker nor Brokerage Firm is obligated to advance funds for Seller. Seller must reimburse Brokerage Firm for payments made by Brokerage Firm for such products or services authorized by Seller.

22. DISCLOSURE OF SETTLEMENT COSTS. Seller acknowledges that costs, quality, and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors, and title companies).

23. MAINTENANCE OF THE PROPERTY. Neither Broker nor Brokerage Firm is responsible for maintenance of the Property nor are they liable for damage of any kind occurring to the Property, unless such damage is caused by their negligence or intentional misconduct.

24. NONDISCRIMINATION. The parties agree not to discriminate unlawfully against any prospective buyers because of their inclusion in a "protected class" as defined by federal, state, or local law. "Protected classes" include, but are not limited to, race, creed, color, sex, sexual orientation, gender identity, marital status, familial status, physical or mental disability, handicap, religion, military status, hair style/texture, national origin, or ancestry of such person. Seller authorizes Broker to withhold any supplemental information about the prospective buyer if such information would disclose a buyer's protected class(es). However, any financial, employment or credit worthiness information about the buyer received by Broker will be submitted to Seller. Seller understands and agrees that the Broker may not violate federal, state, or local fair housing laws.

25. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this document, Seller acknowledges that Broker has advised that this document has important legal consequences and has recommended consultation with legal and tax or other counsel before signing this Seller Listing Contract.

26. MEDIATION. If a dispute arises relating to this Seller Listing Contract, prior to or after closing, and is not resolved, the parties must first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree, in writing, before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, will terminate in the event the entire dispute is not resolved within 30 calendar days of the date written notice requesting mediation is delivered by one party to the other at the other party's last known address.

27. ATTORNEY FEES. In the event of any arbitration or litigation relating to this Seller Listing Contract, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney and legal fees.

28. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

1. Seller represents that no part of the Property is owned by a foreign interest, either personal, corporate, or otherwise. Seller agrees to sign and deliver an affidavit as part of the closing documents to verify these facts for the buyer and the Internal Revenue Service.

2. Authorization: The designated Town of Minturn signatory represents they have full power and authority to enter into and perform this listing contract (Exclusive Right-to-Sell Listing

Contract and Addendum), any sales contract, and any other documentation required in connection with the sale of the Property. Seller hereby agrees to provide Broker with proper evidence of authorization and good standing within ten (10) calendar days of execution of this listing contract. Seller will further be duly authorized and in good standing with the proper governmental authority in the State of Colorado as of the date of this listing contract and through the date of any Closing on the sale of the Property.

3. Exclusion Clause: The following entities are being excluded by Seller as potential Buyers of the Property: Eagle County, Eagle Valley Land Trust, and Colorado Parks and Wildlife. Should one of the listed entities purchase the Property, the Sale Compensation (paragraph 7.1.1) shall be reduced from 6% of the gross purchase price to 2% of the gross purchase price. No buyer's brokerage firm compensation shall be paid.

4. Paragraph 9.1.1 (MLS/Information Exchange): Notwithstanding the provisions of Paragraph 9.1.1 above, at Seller's discretion and directive, Broker shall NOT activate the property listing in the Multi-List System (MLS - the Vail Board of Realtors MLS and the Aspen Board of Realtors MLS) until Seller and Broker determine and agree to activate the property listing. However, Broker is authorized to communicate directly/individually with potential Buyers, their representatives, and/or other real estate professionals.

5. Pursuant to the Minturn Town Charter section 12.5, any Contract to sell the Property must be approved by the Minturn Town Council by ordinance. Any contract drafted to purchase the Property shall provide the Town with a 40 day "acceptance date" in order for the ordinance to be considered and voted upon by the Town Council.

29. ATTACHMENTS. The following are a part of this Seller Listing Contract:

1. SSF Office Exclusive Addendum

30. NO OTHER PARTY OR INTENDED BENEFICIARIES. Nothing in this Seller Listing Contract is deemed to inure to the benefit of any person other than Seller, Broker, and Brokerage Firm.

31. NOTICE, DELIVERY AND CHOICE OF LAW.

31.1. Physical Delivery and Notice. Any document or notice to Brokerage Firm or Seller must be in writing, except as provided in § 31.2. and is effective when physically received by such party, or any individual named in this Seller Listing Contract to receive documents or notices for such party.

31.2. Electronic Notice. As an alternative to physical delivery, any notice may be delivered in electronic form to Brokerage Firm or Seller, or any individual named in this Seller Listing Contract to receive documents or notices for such party, at the electronic address of the recipient by facsimile, email or n/a.

31.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

31.4. Choice of Law. This Seller Listing Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the state of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

32. MODIFICATION OF THIS SELLER LISTING CONTRACT. No subsequent modification of any of the terms of this Seller Listing Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.

641 **33. COUNTERPARTS.** This Seller Listing Contract may be executed by each of the parties, separately,
642 and when so executed by all the parties, such copies taken together are deemed to be a full and complete
643 contract between the parties.
644

645 **34. ENTIRE AGREEMENT.** This agreement constitutes the entire contract between the parties and any
646 prior agreements, whether oral or written, have been merged and integrated into this Seller Listing Contract.
647
648

649 **35. COPY OF CONTRACT.** Seller acknowledges receipt of a copy of this Seller Listing Contract signed by
650 Broker, including all attachments.
651

652 Brokerage Firm authorizes Broker to execute this Seller Listing Contract on behalf of Brokerage Firm
653
654

655 **Seller:**
656
657
658

659 _____ Date: _____
660 Seller: **Town of Minturn**
661 **By: TBD TBD, TBD**
662

663 **Brokerage Firm:**
664
665

666
667 
668
669 _____ Date: **11/10/2025**
670

671 Broker's Name: **Brent Rimel**
672 Brokerage Firm's Name: **Slifer Smith & Frampton Real Estate**
673 Brokerage Firm Address: **130 Daybreak Ridge Road - Ritz-Carlton® B.Gulch Avon, CO 81620**
674 Broker Phone No.: **(970)390-9872** Broker Fax No.: **(855)212-1224**
675 Broker Email Address: **brimel@slifer.net; lhearn@slifer.net**
676
677
678
679

680 _____ Date: _____
681 Broker's Name: **Pete Seibert**
682 Brokerage Firm's Name: **Slifer Smith & Frampton Real Estate**
683 Brokerage License #: **EA129445**
684 Brokerage Firm Address: **531 East Lionshead Circle Suite 11 Vail CO 81657**
685 Brokerage Firm License #: **EC 83020**
686 Broker Phone No.: **(970)479-2010** Broker Fax No.: **(970)476-5119**
687 Broker Email Address: **pseibert@slifer.net**
688
689
690

691 **LC50-8-24 EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT**
692
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To: Mayor and Council

From: Jay Brunvand

Date: November 19, 2025

Agenda Item: Ordinance 11 – Series 2025: Supplemental Appropriation

REQUEST:

Council is asked to approve Ordinance 11 – Series 2025 (First Reading)

INTRODUCTION:

This is an annual Ordinance to account for various increases in revenues and expenditures which are anticipated to exceed their original budget. Each change in Exhibit “A” is listed in fund order showing the increased amount and the revised total budgeted amount.

ANALYSIS:

This Ordinance takes into account only those items which are anticipated to exceed their original line item budget. Revenues which exceed their original budget indicates additional revenue, expenses that exceed their original budget indicates overspending of that line item. Revenues and expenses that exceed their original budget need to be supplemented in order to properly recognize and then utilize this variance in the appropriated budget. This supplemental appropriation only increases revenue and expenses, it does not un-appropriate funds which will not exceed. This means the Ordinance and action requested only addressed excess revenue and expense, it does not address items that will save money by coming in under budget. This may give a false view that we are overspending the budget when in fact we do have the funds on hand and in many cases the expense was appropriated by prior council action.

COMMUNITY INPUT:

As an Ordinance this will require a public hearing.

BUDGET / STAFF IMPACT:

This Ordinance is formal documentation of additional income received and expenses made throughout the FY2025. The impact on the budget is very real and very necessary to include as an update to the originally approved FY2025 budget in order to be in compliance with and prepared for our annual audit.

STRATEGIC PLAN ALIGNMENT:

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

RECOMMENDED ACTION OR PROPOSED MOTION:

An ordinance amending the 2025 budget as set forth in the following exhibit “a”, to appropriate additional to appropriate additional general fund revenues in the amount of \$174,047.00, and

appropriating additional general fund expenditures in the amount of \$217,351.00, and appropriating additional enterprise fund revenues in the amount of \$ 1,960,238.00, and appropriating additional enterprise fund expenditures in the amount of \$1,270,050.00, and appropriating additional capital fund revenues in the amount of \$2,500.00, and appropriating additional general improvement fund revenue in the amount of \$15,000.00, expenses in the amount of \$15,000.00,

ATTACHMENTS:

- Ordinance 11 – Series 2025

**TOWN OF MINTURN, COLORADO
ORDINANCE NO. 11 – SERIES 2025**

AN ORDINANCE AMENDING THE 2025 BUDGET AS SET FORTH IN THE FOLLOWING EXHIBIT “A”, TO APPROPRIATE ADDITIONAL GENERAL FUND REVENUES IN THE AMOUNT OF \$174,047.00, AND APPROPRIATING ADDITIONAL GENERAL FUND EXPENDITURES IN THE AMOUNT OF \$217,351.00,

AND APPROPRIATING ADDITIONAL ENTERPRISE FUND REVENUES IN THE AMOUNT OF \$ 1,960,238.00, AND APPROPRIATING ADDITIONAL ENTERPRISE FUND EXPENDITURES IN THE AMOUNT OF \$1,270,050.00,

AND APPROPRIATING ADDITIONAL CAPITAL FUND REVENUES IN THE AMOUNT OF \$2,500.00,

AND APPROPRIATING ADDITIONAL GENERAL IMPROVEMENT FUND REVENUE IN THE AMOUNT OF \$15,000.00, EXPENSES IN THE AMOUNT OF \$15,000.00,

WHEREAS, in accordance with Section 8.8 of the Minturn Home Rule Charter the Council may make additional appropriations by ordinance during the fiscal year, and;

WHEREAS, Jay Brunvand, Treasurer, has verified that additional funds are available for appropriations in each fund from actual and anticipated revenues of the current year and prior year cash reserves, and;

WHEREAS, the Town Council is advised that certain revenues, expenditures and transfers must be approved by ordinance.

NOW, THEREFORE, THE TOWN OF MINTURN, COLORADO ORDAINS:

Section 1.

Upon the Town Manager’s verification that there are current year revenues available for appropriation in the General Fund, Enterprise Fund, Conservation Trust Fund, Special Revenue Fund, Marketing Fund, Capital Fund, Scholarship Fund, and Battle Mountain Resort Fund and un-appropriated prior year cash balance available in one or more of those funds, the Town Council hereby makes supplemental appropriations as specified in attached Exhibit “A”.

Section 2.

The Town Council hereby authorizes and directs the Town Manager to enter into such contracts and execute such documents on behalf of the Town as may be necessary and customary to expend the funds hereby appropriated for all operations and capital projects within the budget as hereby amended in accordance with the requirements of the Home Rule Charter and the Town’s Financial Policies.

Section 3.

The adoption of this Ordinance will promote the health, safety and general welfare of the Minturn community.

Section 4.

If any provision of this Ordinance or portion thereof is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect any other provision which can be given effect without the invalid portion.

INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEB SITE THE 19th DAY OF NOVEMBER, 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 3RD DAY OF DECEMBER, 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 WEB SITE THIS 3RD DAY OF DECEMBER, 2025.

Earle Bidez, Mayor

ATTEST:

By: _____
Jay Brunvand, Town Clerk

ORDINANCE 11 – SERIES 2025**EXHIBIT “A”**

GENERAL FUND:		Addition	Revised Budget
Additional Revenue	\$ 174,047.00		
Hwy Use Tax	01-00-4052	3,700	31,200
Road & Bridge	01-00-4070	6,700	31,700
Exterior Energy Cr	01-00-4215	16,272	16,272
Business License	01-00-4240	1,500	25,500
Town Hall Rent	01-00-4511	150	1,650
ERFPD Impact Fee	01-00-4512	40,000	40,000
Snow Dump	01-00-4519	3,425	13,025
Land Lease-Old Castle	01-00-4521	2,500	72,500
Inv Earned	01-00-4540	40,000	240,000
Minturn No. Imp Fee	01-00-4563	14,800	14,800
RETT	01-00-4680	45,000	270,000
Additional Expense	\$ 217,351.00		
Interim Town Mgr	01-01-5209	97,166	97,166
Utilities	01-01-5210	7,500	52,500
Legal & Professional	01-01-5220	40,000	188,000
Eng Services	01-01-5221	15,000	135,000
Auditor Fee	01-01-5225	625	14,625
ECO Treasurer Fee	01-01-5236	500	18,500
ERFPD Impact Fees	01-01-5240	32,500	32,500
Office	01-03-5110	60	210
Utilities	01-06-5210	4,000	33,000
Equip R&M	01-06-5291	20,000	32,000
ENTERPRISE FUND:			
Additional Revenue	\$ 1,960,238.00		
Water Meters	02-00-4240	238	238
SIF Fees	02-00-4322	675,000	825,000
Invest Earn	02-00-4540	85,000	85,000
CDS Funds	02-00-4575	1,200,000	1,200,000
Additional Expense	\$ 1,270,050.00		
Water Plant CIP	02-09-8002	1,200,000	1,200,000
Water Tank CIP	02-09-8003	70,050	70,050
CONSERVATION TRUST FUND:			
Additional Revenue	\$ 0.00		
Additional Expense	\$ 0.00		
SPECIAL REVENUE FUND:			
Additional Revenue	\$ 0.00		
Additional Expense	\$ 0.00		
MARKET FUND:			
Additional Revenue	\$0.00		
Additional Expense	\$0.00		

CAPITAL FUND:

Additional Revenue	\$ 2,500.00		
Investment Earned	06-00-4540	2,500	10,000
Additional Expense	\$ 0.00		

GID FUND:

Additional Revenue	\$15,000.00		
Inter Fund Transfer	07-00-4570	15,000	15,000
Additional Expense	\$ 15,000.00		
Legal/Professional	07-01-5220	15,000	15,000

SCHOLARSHIP FUND:

Additional Revenue	\$ 0.00		
Additional Expense	\$ 0.00		



To: Mayor and Council

From: Jay Brunvand

Date: November 19, 2025

Agenda Item: Ordinance 12 – Series 2025

REQUEST:

Council is asked to approve Ordinance 12 – Series 2025 on First Reading.

INTRODUCTION:

This is an annual Ordinance setting forth and approving the various fees proposed for Fiscal Year 2025 on First Reading. The Town Municipal Code has many fees cited in various areas of the Code. This Ordinance combines those fees into one document. It is important to note that in the event a fee conflicts with the Code, the Code will prevail.

ANALYSIS:

This is an annual ordinance approved by Council to establish the annual fee schedule and any proposed fee increases. The fee schedule has been discussed in previous meetings with Council and each department, changes to the fees are reflected in the schedule. All fees will go into effect on January 1, 2025.

COMMUNITY INPUT:

As an Ordinance this will require a public hearing.

BUDGET / STAFF IMPACT:

This Ordinance formally sets the town fee schedule as laid forth in the Minturn Municipal Code and is a major source of revenue for the town's various funds. It is important to note that the fees are set administratively and are allowed by law to change year to year as necessary; whereas, a tax, such as the town's mill levy, is set by the voters and can only change via a formal election of the citizens.

STRATEGIC PLAN ALIGNMENT:

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

RECOMMENDED ACTION OR PROPOSED MOTION: Motion to approve Ordinance 12 – Series 2025 (First Reading) an Ordinance annually setting, amending and approving town fees as set forth in the following attachment to be included in Appendix "A" of the Minturn Municipal Code for the Town of Minturn, Colorado fees commencing January 1, 2026

ATTACHMENTS:

- Ordinance 12 – Series 2025

**TOWN OF MINTURN, COLORADO
ORDINANCE NO. 12 – SERIES 2025**

AN ORDINANCE ANNUALLY SETTING, AMENDING AND APPROVING TOWN FEES AS SET FORTH IN THE FOLLOWING ATTACHMENT TO BE INCLUDED IN APPENDIX “A” OF THE MINTURN MUNICIPAL CODE FOR THE TOWN OF MINTURN, COLORADO FEES COMMENCING JANUARY 1, 2026

WHEREAS, The Town of Minturn reviews and approves such fees by ordinance annually and as necessary, and;

WHEREAS, The fee schedule is available for review during regular business hours at the Town Offices as well as the Official Town Website.

NOW, THEREFORE, THE TOWN OF MINTURN, COLORADO, ORDAINS:

Section 1.

The following fees and deposits are hereby set as set forth or added in Appendix “A” is adopted.

Section 2.

In the event of a conflict between the fees, rates and charges listed in this Appendix A and the Text of any individual section of the Town Code, the provisions of The Minturn Municipal Code shall control.

Severability. If any part, section, sub-section, clause or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance; and the Town Council for the Town of Minturn, Colorado hereby declares it would have passed this Ordinance and each part, section, sub-section, sentence, clause or phrase thereof, irrespective of the fact that any one or more parts, sections, sub-sections sentences, clauses or phrases be declared invalid.

INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEB SITE THE 19th DAY OF NOVEMBER, 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 3rd DAY OF DECEMBER, 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:

Jay Brunvand, Town Clerk

**THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE
ENACTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE
ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEB SITE THIS 3rd
DAY OF DECEMBER, 2025.**

Earle Bidez, Mayor

ATTEST:

Jay Brunvand, Town Clerk

Town of Minturn -Administrative Fees

Fees, Rates, and Charges Imposed Pursuant to the Minturn Town Code

ITEM	DESCRIPTION	FEE 2025	FEE 2026
Administration			
Copies	per page	\$0.25	
Bad Check fee		\$35.00	
Open Records Request			
Attorney-Administrative	per hour, minimum 1hr after first hour in 15min increments	\$185.00	
Town Staff-Administrative	per hour, minimum 1hr. After first hour, billed in 15min increments	40.00 per state	
Professional Use Fee	Use of town Eng, Lawyer, Other Consultants, etc	Cost + 20%	
Past due monthly fee		\$35.00 plus 1.5%/month	
Real Estate Transfer Tax	per sale due at time of sale	1%	
Lodging Tax - Residential		6.5%	
Lodging Tax - Commercial		1.5	
Sales Tax - City		4%	
Use Tax - Construction		4%	
Credit Card Fees	For in-person payments, charges in excess of \$500 incur a processing fee.	3%	
	For online portal payments, all transactions incur a processing fee.	Varies depending on type of payment, and amount 2 - 3% Fee	
Application for Encroachment	Sec. 11-3	\$40.00	
Encroachment Fee		\$16/sqft annually	
Town Apartments	Tier 1 = Town Employees Tier 2 = 1st Responders/contracts Tier 3 = All Others	1bd 2bd 3bd \$1200 \$1350 \$1450 \$1700 \$1850 \$1950 \$2000 \$2500 \$3000	
Town Lease Lots	Special agmts for large parcels	\$800/mo	

Fees, Rates, and Charges Imposed Pursuant to the Minturn Town Code		
Town of Minturn - Town Clerk Fees		
ITEM	DESCRIPTION	FEE 2025
Business Licenses:		
Initial License Fee		\$75.00
	Prorated at \$10/month	
Business License Fee	(Fiscal Period is 4/1-3/31)	\$75.00
Home Occupation License Fee		\$75.00
Home Business License Fee	(Major household income)	\$75.00
Mobile Food Vendor License		\$75.00
Outdoor Recreation License		\$75.00
Short Term Rental License		\$300 PER Bedroom or Sleeping Area
Snow Plow Business		\$75.00
Each additional vehicle		\$20.00
Peddler or Solicitor:		
License Fees		
1 Day		\$15.00
2 Days Consecutively		\$30.00
3 Days Consecutively		\$45.00
5-Days Consecutively		\$75.00
7 Days Consecutively		\$75.00
30 Days consecutively		\$75.00
Annual License	(Due 4/1)	\$75.00
Contractor License:		
Annual License Fee - General		\$100/yr
Business List Print Fee		\$40.00
Code Violation Fee		1st Offence \$150 2nd Offence \$250 3rd Offence \$500
LIQUOR LICENSE APP FEES		
	All fees as set or modified by State	
PUBLIC WORKS		
Snow Dump - Tandem		\$75.00
Snow Dump - End Dump		\$125.00
Use of Snow Dump at Community Garden	Must have prior written approval. User (not operator) will be billed.	\$3500/SEASON
Snow Dump - FINE	Illegal Dumping - Minimum x 4	
Eagle River Fire Protection District Impact Fees*		
	THESE WILL AUTO UPDATE WHEN SET BY ERFPD IN JANUARY	
new meter size:	3/4 inch	\$2,005.00
	1 inch	\$3,409.00
	1.5 inch	\$6,619.00
	2 inch	\$10,628.00
	3 inch	\$22,059.00
	4 inch	\$34,091.00
	6 inch	\$66,177.00
	8 inch	\$120,724.00
	10 inch	\$154,682.00
	12 inch	\$289,190.00

*Fees may be increased administratively to adjust for inflation. MMC Sec. 18-16-110

Town of Minturn -Utility Fees

Fees, Rates, and Charges Imposed Pursuant to the Minturn Town Code

ITEM	DESCRIPTION	FEE 2025	DETAIL	FEE 2026
WATER				
Cash deposit		\$100.00		
Debt Service Fee	Per SFE/Month	\$17.37		
Turn-on/Reconnect Fee		\$50.00		
Turn-off/Disconnect Fee		\$50.00		
Turn-on/Reconnect	For non metered water only	\$400.00		
Tap, inspection, connection fee				
(1) Residential Unit; per unit plus Tier fee per sq foot floor		Tap Fee \$12,940 SIF Tier 1 \$10.95/sqft SIF Tier 2 \$14.52/sqft SIF Tier 2 \$17.47/sqft	1-1500sf 1501-3000sf 3001 - +	
Accessory Dwelling Unit (>750sf)	.5sfe	10.95sf		
Cash in Lieu of Water		\$40,501.00		
(2) Hotel/Lodge/Motel/Lock-off/Accommodation Unit:				
(a) per efficiency room .75		\$9,705.00		
(b) per room .50		\$6,470.00		
Out of Town Tap Fees are 25% higher				
Tap, Inspection, Connection Fee				
Commercial Service Line Size in inches: Set to equal ERWSD rates		These will automatically change once set by ERFPD in January		
	3/4in (1.5 SFE)	\$17,840.00		
	1in (2.6 SFE)	\$30,918.00		
	1in 1/2 (5.8 SFE)	\$68,973.00		
	2un (10.3 SFE)	\$125,730.00		
	3in (23.0 SFE)	\$275,911.00		
	4in (40.9 SFE)	\$486,376.00		
	6in (92.1 SFE)	\$1,095,240.00		
All out of Town Taps	Sec. 13-29(b)(1)	+ 50%		
Construction Use Rates	Sec. 13.65			
Any water use for construction	Setup fee plus use	\$150.00		
Portable meter fee		\$100.00		
Portable meter water use		\$25.00/1000 gal		
Portable meter deposit or lost meter		\$1,750.00		
Unusual Water User Fee	Sec. 13.66	set Administratively		
Unmetered Water Rate				
	Sec. 13-4	Base x3		
Monthly rate per SFE for	Residential	\$330.48	Base + 25%	
Policy related to other uses	Commercial	\$330.48	Base + 25%	
Replaces Sec. 13-29(b)(2)	Residential out of Town	\$498.15	Base + 50%	
	Commercial out of Town	\$578.34	Base + 75%	
	Seniors-Grandfathered (65 years or older)	\$247.86	Base -25%	
Metered Water Rate				
	Sec. 13-4			
(a) Residential, basic monthly charge	per SFE	\$116.77		
plus a monthly above 0 gals. Use charge per 1,000 gallons		\$8.82		
(b) Commercial, basic monthly charge	per SFE	\$116.77		
plus a monthly above 0 gals. Use charge per 1,000 gallons		\$8.82		
(c) 25% discount for Residential Owner-Occupant over 65 years of age		\$87.58		
Out of Town Water Rate are 50% higher for Residential and 75% higher for Commercial	Sec. 13-29(b)(2)	R=\$175.16 C=\$204.35		
Irrigation / Sprinkler Usage Rates (No Structure)	Irrigation	Sprinkler Usage Rates	Sprinkler	
Trash Collection	Plus \$10/can more than one	34.98		37.45

IRRIGATION USAGE RATES (NO STRUCTURE)

SPRINKLER USAGE RATES

SFE factor based on meter size/kgal		(SFE based on associated structure)/kgal		
Tier 1 (0-8)	\$10.24	Tier 1 (0-20)	\$10.24	
Tier 2 (8-16)	\$15.36	Tier 2 (21-30)	\$15.36	
Tier 3 (16-24)	\$23.05	Tier 3 (31-40)	\$23.05	
Tier 4 (24-32)	\$34.58	Tier 4 (more than 40)	\$34.58	
Tier 5 (more than 32)	\$51.86			

Residential Water Irrigation Rate Fees

The in-Town metered Water fees for any single-family residence that is greater than 1 SFE, the SFE multiplier is only applied to the base and debt rates are set and hereby adopted effective June 5, 2024 as follows (out of town rates are 50% higher)		• Tier 1 – 0 – 4,000 gallons \$ 4.25/1,000 gallons • Tier 2 – 4,001 – 6,000 gallons \$ 9.75/1,000 gallons • Tier 3 – 6,001 or more gallons \$15.00/1,000 gallons	
The in-Town metered Water fees where a single meter is utilized for multiple dwelling units, that the multiplier on the tiered rate structure will continue to apply to the base, debt, AND tiered rates are set and hereby adopted effective June 5, 2024 as follows (out of town rates are 50% higher)		• Tier 1 – 0 – 4,000 gallons \$ 4.25/1,000 gallons • Tier 2 – 4,001 – 6,000 gallons \$ 9.75/1,000 gallons • Tier 3 – 6,001 or more gallons \$15.00/1,000 gallons	
The in-Town metered Water irrigation fees for potable water are set and hereby adopted effective June 5, 2024 as follows		• Tier 1 – 0 – 8,000 gallons \$ 6.38/1,000 gallons • Tier 2 – 8,001 – 16,000 gallons \$14.63/1,000 gallons • Tier 3 – 16,001 – 24,000 gallons \$22.50/1,000 gallons • Tier 4 – 24,001 – 32,000 gallons \$27.50/1,000 gallons • Tier 5 – 32,001 or more gallons \$32.50/1,000 gallons	
The in-Town metered Water irrigation fees for non-potable water are set and hereby adopted effective June 5, 2024 as follows		• Tier 1 – 0 – 8,000 gallons \$ 2.13/1,000 gallons • Tier 2 – 8,001 – 16,000 gallons \$ 4.88/1,000 gallons • Tier 3 – 16,001 – 24,000 gallons \$ 7.50/1,000 gallons • Tier 4 – 24,001 – 32,000 gallons \$12.50/1,000 gallons • Tier 5 – 32,001 or more gallons \$17.50/1,000 gallons	

**Town of Minturn -Event / Facility Rental
Fees**

Fees, Rates, and Charges Imposed Pursuant to the Minturn Town Code

ITEM	DESCRIPTION	FEE 2025	FEE 2026
Town Hall / Council Chambers			
Set-Up Fee	Used only in Special circumstances, for Town related business or for Town partners, and must set up on own.	\$50.00	
Full Room with Kitchen		\$300.00	
Full Room Without Kitchen		\$200.00	
Flip Chart and Easel		\$25.00	
Use of Monitor for Presentations		\$100.00	
Sound System/Microphones		\$100.00	
Cleaning Deposit	Based on actual cost	\$250.00	
Nonprofit		\$50 set up fee	
Little Beach Park			
Little Beach Park			
Minturn Resident		\$150/half day \$250/full day	
Non Profit		\$50/half day \$100/full day	
Non Resident		\$300/half day \$500/full day	
Special Event Permit (for Public Event)		\$250/Town Property \$100/Private Property	
Minturn Bike Park			
Programs-fee based	less than 4hrs/14ppl	\$100.00	
Programs-fee based	more than 4hrs/14ppl	\$200.00	
Exclusive Use for camp or clinic	less than 4hrs/14ppl	\$250.00	
Exclusive Use for camp or clinic	more than 4hrs/14ppl	\$500.00	

Town of Minturn -Planning Fees

Fees, Rates, and Charges Imposed Pursuant to the Minturn Town Code

<u>ITEM</u>	<u>2025 FEE</u>	<u>2026 FEE</u>
<u>PUD Applications</u>		
ITEM	\$1000 + \$50/Unit + \$6,000 Deposit	
PUD Concept Plan	\$3000 + \$50/Unit + \$6,000 Deposit	
PUD Preliminary Development Plan	\$1775 + \$50/Unit + \$6,000 Deposit	
PUD Final Development Plan	\$1175 + \$50/Unit + \$6,000 Deposit	
Minor PUD Concept/Preliminary Development Plan		
Changes to Approved PUD Plans-	\$425 + \$1,175 Deposit	
(Minor) Approved by Planning Director	\$600 + \$25/Additional Units + \$1,175 Deposit	
(Minor) Approved by Planning Commission	\$1175 + \$25/Additional Units + \$6,000 Deposit	
(Major) Approved by Town Council		
<u>Subdivision Application</u>	\$600 + Cost	
Administrative Replat	\$425 + Cost	
Correction Plat	\$1775 + 25/Lot + \$6,000 Deposit	
Preliminary Subdivision Plat	\$1175 + 25/Lot + \$3,550 Deposit	
Final Subdivision Plat		
Minor Subdivision		
Amended Final Plat	\$775 + Cost	
Minor Type A Subdivision	\$1000 + Cost	
Minor Type B Subdivision	\$1000 + Cost	
<u>Miscellaneous</u>		
Annexation	\$6,000 + \$12,000 Deposit	
Disconnect/De-Annexation	\$3,550 plus associated costs	
Amendments To Text of Land Use Regulations	\$2,075 + Cost	
Amendments To Official Zone District Map	\$1,175 + Cost	
Conditional Use Permit Application	\$950 + Cost	
Limited Use Review	\$175 + Cost	
Temporary Use Permit	\$500 + Cost	
Temporary Use Permit Security Deposit	TBD on Per Case Basis	
Variance	\$675 + Cost	
Vacation of Public Easements and ROW	\$900 + Cost	
Sign Permit	\$75 + 1.75/Sq. Ft.	
Design Review Board		
Major Design Review Application	\$250	
Minor Design Review Application	\$100	
Special Planning Commission meeting	\$600 + Cost	
Appeal - Planning Commission or Town Council	\$350 + Cost	
Buidling Permits new construction - based on valuation:**		
\$1.00 to \$500.00	\$ 35.22	
\$501.00 to \$2,000.00	\$4.57 for each addtional \$100 valuation over \$500.00	
\$2,001.00 to \$25,000	\$20.98 for each additional \$1,000 valuation over \$2,000	
\$25,001.00 to \$50,000	\$15.14 for each additional \$1,000 valuation over \$25,000	
\$50,001.00 to \$100,000.00	\$10.49 for each additional \$1,000 valuation over \$50,000	
\$100,001.00 to \$500,000.00	\$8.39 for each additional \$1,000 valuation over \$100,000	
\$500,001.00 to \$1,000,000.00	\$7.12 for each additional \$1,000 valuation over \$500,000	
\$1,000,001.00 and up	\$5.48 for each additional \$1,000 valuation over \$1,000,000	
Construction without a permit	Purchase of Building Permit plus Fine of 100% value of permit to be determined by Town	
Plan Review	65% of permit fee	
Street Use Fee	1/2% of the project valuation that is valued at \$500 or greater	
<u>Street Cut Fee</u>		
Basic permit fee	\$100.00	
Basic utility fee	\$75.00	
per Sec. 11-26		
replacement of paving w/oil&chip surface/ per sq. ft.	Per Bid	
dirt cuts	Per Bid	
Backfilling	time, material, staff time	
Saw cuts per lineal foot w/min fee 25.00	time, material, staff time	
Any re-work	time, material, staff time	

Application Review Deposit:

Deposits are required to cover staff and consultant time attributable to a particular land use application review, meeting attendance, and phone consultations over and above the minimum application fee required for the application.

Applicant will bear the burden of all staff & consultant costs above and beyond the first staff member.

For multi-step applications (e.g. PUD Concept, PUD Preliminary Plan, PUD Final Plan) any unused deposit amounts from one application may be applied toward the next application.

Minimum deposit balances for each land use application type must be maintained/replenished upon notice by the Town.

Costs:

Costs attributable to the review by consultant, and additional staff time, are billed at actual hourly rates. Cost assessed after first hour.

Tempoary Use Permit Security Deposit:

Security deposit amounts for the cleanup or restoration following the termination of an approved temporary use are determined by the Planning Director on a case by case basis dependent on the intensity, scope, timing, and location of the use; and, upon the intensity, scope, timing, and location of the anticipated mitigation needed to return the unit, site, or area to its pre-permit condition.

** Valuation is based upon the national average per/square foot construction cost published semi-annually by the International Code Council, with a 1.4 multiplier applied as a regional cost differential.

Other:

For all applications requiring legal descriptions to be published in the newspaper, additional fees will be charged on a per cost basis, for publications that are in excess of \$50

No application shall be considered or reviewed until the application fees are paid in full and the application is deemed complete. Where multiple applications are required, multiple fees shall be assessed. Fees are not required for Town-initiated applications.

Review fees charged by a state or federal agency shall be made payable to the reviewing agency based on current rates and paid at the time of application.

Application fees shall be paid by cash or by a check made payable to the Town of Minturn, and shall be submitted with the application to the Town of Minturn Planning Department. Additional Town Staff services may be billed at an hourly rate as deemed necessary.

Minturn Municipal Court Fees**Fees, Rates, and Charges Imposed Pursuant to the Minturn Town Code****PUBLIC SAFETY / COURT FEES**

ITEM	DESCRIPTION	FEE 2025	FEE 2026
Incarceration Fee	Assessed at current daily fee charged by the Eagle County Sheriff's Office		
Records Requests-Criminal Justice	There is no charge for the first copy of the report if you are the defendant, the victim, another court, or a law enforcement agency	.25pg + \$5.00 Admin Fee	
Clearance Letter		\$10.00	
Court Transcripts		\$250.00 Deposit/Actual Cost	
Court Fines	Minturn Municipal Court has adopted the Colorado Model Traffic Code	per Judge / per Model Traffic Code	
Court Fines-Payment Plan Fee	Per court direction	\$25.00	
Court Cost Fee		\$25 + 25% Administrative Fee	
Community Service Fee		\$25.00	



To: Mayor and Council

From: Jay Brunvand

Date: November 19, 2025

Agenda Item: Ordinance 13 – Series 2025 Levying General Property Taxes

REQUEST:

Council is asked to approve Ordinance 13 – Series 2025 (First Reading)

INTRODUCTION:

This is an annual Ordinance setting forth and approving the Fiscal Year 2026 mill levy on First Reading.

ANALYSIS:

This is an annual ordinance approved by Council to establish the mill levy on property assessments for the following year. Our mill levy was set at 17.934 mills in 1998 allowing us to collect, spend, or save all revenue generated based on the county assessment. These funds flow into the General Fund as a major source of revenue to meet our budgeted needs. The mill levy collection of property tax makes up over 30% of Minturn's annual General Fund revenues.

COMMUNITY INPUT:

As an Ordinance this will require a public hearing.

BUDGET / STAFF IMPACT:

This Ordinance formally sets the town mill levy at our allowed 17.934 mills for the following year and is a major source of revenue for the town's General Fund.

STRATEGIC PLAN ALIGNMENT:

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

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to approve Ordinance No. 13 – Series 2025 (First Reading), an ordinance levying general property taxes for the year 2026, to meet general operating costs of government for the Town of Minturn, Colorado for the 2026 budget year.

ATTACHMENTS:

- Ordinance 13 – Series 2025

**TOWN OF MINTURN, COLORADO
ORDINANCE NO. 13 – SERIES 2025**

AN ORDINANCE LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2026, TO MEET GENERAL OPERATING COSTS OF GOVERNMENT FOR THE TOWN OF MINTURN, COLORADO FOR THE 2025 BUDGET YEAR.

WHEREAS, the Minturn Town Council of the Town of Minturn, Colorado will adopt the annual budget for Fiscal Year 2026 in accordance with Local and State Government Budget Law, on December 3, 2025, and;

WHEREAS, the assessed valuation for the Town of Minturn, Colorado as certified by the Eagle County Assessor is approximately **\$57,538,670.00** and will generate approximately **\$1,031,899.00** based on the authorized 17.934 mills of the Town of Minturn, and;

WHEREAS, at General Election on November 3, 1998, the citizens of Minturn, Colorado have established the Town Mill Levy at 17.9340 mills in accordance with Article X, Section 20 of the Colorado Constitution, and;

WHEREAS, the final assessed valuation for the fiscal year 2026 will be available by December 3, 2025 from the County of Eagle Assessor in a timely manner to allow the passage of this Ordinance as a non-emergency in the normal course of events.

NOW, THEREFORE, THE TOWN OF MINTURN, COLORADO ORDAINS:

Section 1. That for the purpose of meeting general operating expenses of the Town of Minturn during the 2026 budget year, there is hereby levied a tax of 17.934 mills upon each dollar of the total valuation for assessment of all taxable property within the Town of Minturn for the 2026 budget year. This assessment of 17.934 mills shall be duly made by the County of Eagle, State of Colorado, as directed by the Colorado Revised Statutes (as amended), and as otherwise required by law.

Section 2. The Minturn Town Treasurer is hereby authorized and directed to immediately certify to the County Commissioners of Eagle County, Colorado, the mill levies for the Town of Minturn, Colorado as here in above determined and set.

Section 3. The Minturn Town Council hereby finds, determines, and declares that this ordinance is necessary and proper for the health, safety, and welfare of the Town on Minturn, Colorado and the inhabitants thereof.

Severability. If any part, section, sub-section, clause or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance; and the Town Council for the Town of Minturn, Colorado hereby declares it would have passed this Ordinance and each part, section, sub-section, sentence, clause or phrase thereof, irrespective of the fact that any one or more parts, sections, sub-sections sentences, clauses or phrases be declared invalid.

INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEB SITE THE 19th DAY OF NOVEMBER, 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 3rd DAY OF DECEMBER, 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:

Jay Brunvand, Town Clerk

THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE ENACTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEB SITE THIS 3rd DAY OF DECEMBER, 2025.

Earle Bidez, Mayor

ATTEST:

Jay Brunvand, Town Clerk



To: Mayor and Council

From: Jay Brunvand

Date: November 19, 2025

Agenda Item: Ordinance 14 – Series 2025 Budget Adoption

REQUEST:

Council is asked to approve Ordinance 14 – Series 2025 on First Reading.

INTRODUCTION:

This is an annual Ordinance appropriating all estimated beginning fund balances, revenues, and expenses in each fund and adopting the FY2026 budget.

ANALYSIS:

This is an annual ordinance that reports, allocates, and appropriates the beginning fund balance, all anticipated revenues, and all anticipated expenses for each fund as detailed in the budget document. To date all directed changes to the preliminary budget accepted at the first meeting in October 2025 have been assimilated into these final numbers. Council will receive a final budget shortly after second reading in December which will reflect the budget as approved by this Ordinance.

COMMUNITY INPUT:

As an Ordinance this will require a public hearing.

BUDGET / STAFF IMPACT:

This Ordinance represents the formal funding mechanism per State law in the budget approval process.

STRATEGIC PLAN ALIGNMENT:

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

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to approve Ordinance 14 – Series 2025 an Ordinance appropriating revenues, appropriating expenditures, approving transfers and adopting the Town of Minturn budget for the period beginning on the first day of January, 2026 and ending on the last day of December, 2026 as presented.

ATTACHMENTS:

- Ordinance 14 – Series 2025

TOWN OF MINTURN, COLORADO
ORDINANCE NO. 14 – SERIES 2025

AN ORDINANCE APPROPRIATING REVENUES, APPROPRIATING EXPENDITURES, APPROVING TRANSFERS AND ADOPTING THE TOWN OF MINTURN BUDGET FOR THE PERIOD BEGINNING ON THE FIRST DAY OF JANUARY, 2026 AND ENDING ON THE LAST DAY OF DECEMBER, 2026.

WHEREAS, the Minturn Town Council of the Town of Minturn, Colorado has appointed Jay Brunvand, Treasurer, to prepare and submit a proposed budget to said governing body at the proper time, and;

WHEREAS, Jay Brunvand, Treasurer, has submitted a proposed 2026 Budget to this governing body on October 1, 2025, for its consideration, and;

WHEREAS, upon due and proper notice, published and posted in accordance with the law, said proposed budget was open for inspection by the public as required by law at the Minturn Town Center, a public hearing was scheduled and held on November 5, 2025 and interested citizens were given the opportunity to file or register any objections to said proposed budget, and;

WHEREAS, this proposed budget balances by fund as required by law, and;

WHEREAS, the final assessed valuation will be available by December 3, 2025 from the County of Eagle Assessor in a timely manner to allow the passage of this Ordinance as a non-emergency in the normal course of events.

NOW, THEREFORE, THE TOWN OF MINTURN, COLORADO ORDAINS:

Section 1.

The budget for the Town of Minturn, Colorado for the fiscal year 2026 as submitted and summarized by fund as described below is hereby adopted, which adoption shall constitute appropriations of the amounts specified therein as revenues and expenditures from the Funds indicated; and that the estimated Beginning Balances, Revenues and Other Sources are hereby declared to be a reasonable projection of the amount of Revenue available for appropriation and to provide an adequate Fund Balance at the close of the fiscal year beginning January 1, 2026 and ending December 31, 2026 more particularly described as follows:

FUND DESCRIPTION	BEGINNING FUND EST. BALANCE	FY2026 REVENUE	FY2026 EXPENSES
General Fund	\$3,719,235	\$3,753,421	\$3,698,166
Enterprise Fund	\$6,816,456	\$3,564,518	\$2,914,119
Conservation Trust Fund	\$ 113,146	\$ 14,322	\$ 0
Special Revenue Fund	\$ 17,200	\$ 115,223	\$ 115,223
Market Fund	\$ 0	\$ 53,001	\$ 53,000
Capital Fund	\$ 899,024	\$ 635,888	\$ 791,911
GID	\$ 0	\$ 15,252	\$ 15,000
Scholarship Fund	\$ 283,900	\$ 10,000	\$ 7,100

Section 2.

The Town Council hereby authorizes and directs the Town Manager and Treasurer to enter into such contracts and execute such documents on behalf of the Town as may be necessary and customary to expend the funds hereby appropriated for all operations and capital projects within the budget as hereby adopted all in accordance with the requirements of the Home Rule Charter and the Town's Financial Policies.

Section 3.

The budget hereby approved and adopted shall be signed by the Mayor and Town Clerk and made a part of the public records of the Town of Minturn, Colorado.

INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEB SITE THE 19th DAY OF NOVEMBER, 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 3rd DAY OF DECEMBER, 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:

Jay Brunvand, Town Clerk

THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE ENACTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEB SITE THIS 3rd DAY OF DECEMBER, 2025.

Earle Bidez, Mayor

ATTEST:

Jay Brunvand, Town Clerk

Town of Minturn, CO Water Treatment Plant Improvements Financing Considerations

Town Council Meeting – November 19, 2025

Water Treatment Plant Improvements

- Background & Context
 - Project design @ 90%
 - Submitted to CDPHE for approval. 3-6 month, perhaps longer, timeline.
 - March 2026 approval, at the earliest. Target delivery of funding shortly thereafter.
 - Construction start goal: Spring 2026, as soon as the ground thaws.
 - In what's already a somewhat abbreviated construction season at elevations of 8,000-9,500ft, a timely commencement assists in project delivery.
 - Specifically, earthwork and excavation components of construction can be variable at best. The more this works represents as a percentage of total project cost, the more a longer construction season becomes important, to start early and have time to address unforeseen circumstances.
- Reason for exploring alternatives
 - Timing
 - January 5th and June 5th CWRPDA application deadlines for projects over \$3 million (“mm”), otherwise known as leveraged loans.
 - If approved, 2-5 months to closing. January 2026 application cycle results in an estimated May – July 2026 closing.

Assumptions for Analysis

- **Inputs** *(subject to change)
 - \$12,000,000* project fund estimate, a conservative 9% increase from 60% design figures.
 - Interest rates* are estimates reflecting recent market conditions and are subject to change.
 - Repayment term*, or period over which annual payments are amortized, is targeted for 25-30 years. The final maturity depends on the available option.
 - The first year of principal amortization* depends on the available option.
 - A debt service reserve (“DSR”) requirement* depends on the available option. Generally calculated at the lowest of the following three calculations, per IRS regulations.
 - May be funded by bond proceeds or cash on hand.
 - Security is represented by a pledge of net revenues (e.g., gross utility revenues minus operational expenditures) of the enterprise fund.
 - The assumed debt service coverage (“DSC”) covenant mirrors that of the currently outstanding enterprise obligations – 1.10x or 110%.
 - Construction period of at least 2 years.

Preliminary Comparison Analysis

	CWRPDA	Bank Loan	Notes
Project Amount	\$12,960,000	\$12,000,000	Likely some premium (>6% <12%) w/CWRPDA option.
Anticipated Closing/Delivery of Funds	5/1/2026	3/1/2026	Best case scenario; CWRPDA may close as late as July.
Interest Rate	3.875%	4.300%	CWRPDA's subsidized interest rates are typically lower than alternative options.
Repayment Term	30 years	25 years	CWRPDA provides longer option (lower annual payments).
Final Maturity	30 years	Up to 20 years	The bank loan requires at least one additional financing for a long term takeout.
First Year of Principal	2027	2027	Bank loan provides flexibility; need more info for CWRPDA.
DSR requirement	\$803,425	\$725,000	Bank loan option provides flexibility; need more info for CWRPDA.
Costs of Issuance ("COI")/Upfront Costs	\$47,627	\$82,500	CWRPDA provides a subsidy for COI. Bank option requires COI paid at least twice.
Par Amount (loan amount)	\$13,815,000	\$12,810,000	Subject to DSR requirement and COI.
Prepayment/refinancing flexibility	10 years	≤ 3 years	Bank option provides the most flexibility.

****Most parameters are subject to additional due diligence, and market conditions at the time of funding delivery.**

Considerations

- Construction Cost
 - Uncertainty w/bank option versus increased, but perhaps more well-known premiums with BABA/Davis Bacon/domestic sourcing requirements under the PDA.
- Timing
 - Uncertainty with CWRPDA. A 2–5-month window for funding delivery could eliminate significant portions of the abbreviated construction season.
- Borrowing Cost
 - CWRPDA leveraged loans present attractive long term fixed interest rates.
 - Bank option provides flexibility, perhaps improved reliability of project completion, but does not provide full term financing. A second issuance is required to pay off the bond over thirty years.
- Impact to Rate Payers
 - Initial analysis shows monthly impact can range from \$90 to \$124, subject to finalizing several parameters.

Town of Minturn, CO
Water Enterprise Fund

Projected
Cash Flows

Direct Lending Arrangement

		1	2	3	4	5	6	7	8
	Input Recon	<u>12/1/2026</u>	<u>12/1/2027</u>	<u>12/1/2028</u>	<u>12/1/2029</u>	<u>12/1/2030</u>	<u>12/1/2031</u>	<u>12/1/2032</u>	<u>12/1/2033</u>
Net Revenues @ 1.10x DSC	110%	\$454,435	\$798,413	\$801,136	\$797,885	\$799,898	\$801,438	\$802,505	\$797,599
Annual Debt Service		<u>\$413,123</u>	<u>\$725,830</u>	<u>\$728,305</u>	<u>\$725,350</u>	<u>\$727,180</u>	<u>\$728,580</u>	<u>\$729,550</u>	<u>\$725,090</u>
Cash Flow after Debt Service		\$41,312	\$72,583	\$72,831	\$72,535	\$72,718	\$72,858	\$72,955	\$72,509
One Time Cash Infusion				\$3,000,000					
Stabilization Draws					(\$100,000)	(\$100,000)	(\$100,000)	(\$100,000)	(\$100,000)
Net Cumulative Excess Cash Flow		\$41,312	\$114,618	\$3,189,455	\$3,217,805	\$3,246,835	\$3,276,512	\$3,306,806	\$3,337,184
Montly Impact (based on debt service)		\$45.90	\$73.85	\$70.25	\$66.28	\$63.79	\$62.59	\$62.68	\$62.29
Monthly Impact w/Stabilization		\$45.90	\$73.85	\$70.25	\$57.14	\$55.02	\$54.00	\$54.09	\$53.70

Preliminary. Subject to change.
For discussion & illustrative purposes only.

Town of Minturn, CO
Water Enterprise Fund

Projected
Cash Flows

Direct Lending Arrangement

	9 <u>12/1/2034</u>	10 <u>12/1/2035</u>	11 <u>12/1/2036</u>	12 <u>12/1/2037</u>	13 <u>12/1/2038</u>	14 <u>12/1/2039</u>	15 <u>12/1/2040</u>	16 <u>12/1/2041</u>	17 <u>12/1/2042</u>
Net Revenues @ 1.10x DSC	\$797,957	\$913,430	\$917,483	\$916,955	\$915,717	\$913,770	\$916,614	\$918,511	\$913,963
Annual Debt Service	<u>\$725,415</u>	<u>\$830,391</u>	<u>\$834,075</u>	<u>\$833,595</u>	<u>\$832,470</u>	<u>\$830,700</u>	<u>\$833,285</u>	<u>\$835,010</u>	<u>\$830,875</u>
Cash Flow after Debt Service	\$72,542	\$83,039	\$83,408	\$83,360	\$83,247	\$83,070	\$83,329	\$83,501	\$83,088
One Time Cash Infusion									
Stabilization Draws	(\$100,000)	(\$100,000)	(\$100,000)	(\$100,000)	(\$100,000)	(\$100,000)	(\$100,000)	(\$100,000)	(\$100,000)
Net Cumulative Excess Cash Flow	\$3,368,126	\$3,410,108	\$3,453,192	\$3,496,983	\$3,541,427	\$3,586,472	\$3,632,563	\$3,679,634	\$3,727,115
Montly Impact (based on debt service)	\$62.32	\$71.34	\$71.66	\$71.61	\$71.52	\$71.37	\$71.59	\$71.74	\$71.38
Monthly Impact w/Stabilization	\$53.73	\$62.75	\$63.06	\$63.02	\$62.93	\$62.77	\$63.00	\$63.15	\$62.79

Preliminary. Subject to change.
For discussion & illustrative purposes only.

Direct Lending Arrangement

	18 <u>12/1/2043</u>	19 <u>12/1/2044</u>	20 <u>12/1/2045</u>	21 <u>12/1/2046</u>	22 <u>12/1/2047</u>	23 <u>12/1/2048</u>	24 <u>12/1/2049</u>	25 <u>12/1/2050</u>
Net Revenues @ 1.10x DSC	\$914,205	\$919,001	\$917,114	\$914,282	\$916,003	\$916,542	\$915,899	\$914,073
Annual Debt Service	<u>\$831,095</u>	<u>\$835,455</u>	<u>\$833,740</u>	<u>\$831,165</u>	<u>\$832,730</u>	<u>\$833,220</u>	<u>\$832,635</u>	<u>\$830,975</u>
Cash Flow after Debt Service	\$83,110	\$83,546	\$83,374	\$83,117	\$83,273	\$83,322	\$83,264	\$83,098
One Time Cash Infusion								
Stabilization Draws	(\$100,000)	(\$100,000)	(\$100,000)	(\$100,000)	(\$100,000)	(\$100,000)	(\$100,000)	(\$100,000)
Net Cumulative Excess Cash Flow	\$3,775,449	\$3,825,065	\$3,875,378	\$3,926,314	\$3,978,297	\$4,031,239	\$4,085,049	\$4,139,635
Montly Impact (based on debt service)	\$71.40	\$71.77	\$71.63	\$71.41	\$71.54	\$71.58	\$71.53	\$71.39
Monthly Impact w/Stabilization	\$62.81	\$63.18	\$63.04	\$62.81	\$62.95	\$62.99	\$62.94	\$62.80

Town of Minturn, CO
Water Enterprise Fund

Projected
Cash Flows

Direct Lending Arrangement

	26 <u>12/1/2051</u>	27 <u>12/1/2052</u>	28 <u>12/1/2053</u>	29 <u>12/1/2054</u>	30 <u>12/1/2055</u>
Net Revenues @ 1.10x DSC	\$916,564	\$917,637	\$917,290	\$915,525	\$917,840
Annual Debt Service	<u>\$833,240</u>	<u>\$834,215</u>	<u>\$833,900</u>	<u>\$832,295</u>	<u>\$834,400</u>
Cash Flow after Debt Service	\$83,324	\$83,422	\$83,390	\$83,230	\$83,440
One Time Cash Infusion					
Stabilization Draws	(\$100,000)	(\$100,000)	(\$100,000)	(\$100,000)	(\$100,000)
Net Cumulative Excess Cash Flow	\$4,195,403	\$4,252,244	\$4,310,048	\$4,368,704	\$4,428,596
Montly Impact (based on debt service)	\$71.58	\$71.67	\$71.64	\$71.50	\$71.68
Monthly Impact w/Stabilization	\$62.99	\$63.08	\$63.05	\$62.91	\$63.09

Preliminary. Subject to change.
For discussion & illustrative purposes only.

CWRPDA Leveraged Loan

		1	2	3	4	5	6	7	8
	Input Recon	<u>12/1/2026</u>	<u>12/1/2027</u>	<u>12/1/2028</u>	<u>12/1/2029</u>	<u>12/1/2030</u>	<u>12/1/2031</u>	<u>12/1/2032</u>	<u>12/1/2033</u>
Net Revenues @ 1.10x DSC	110%	\$343,504	\$880,364	\$880,069	\$879,347	\$883,699	\$881,911	\$879,698	\$882,558
Annual Debt Service		<u>\$312,277</u>	<u>\$800,331</u>	<u>\$800,063</u>	<u>\$799,406</u>	<u>\$803,363</u>	<u>\$801,738</u>	<u>\$799,725</u>	<u>\$802,325</u>
Cash Flow after Debt Service		\$31,228	\$80,033	\$80,006	\$79,941	\$80,336	\$80,174	\$79,973	\$80,233
One Time Cash Infusion				\$3,000,000					
Stabilization Draws					(\$100,000)	(\$100,000)	(\$100,000)	(\$100,000)	(\$100,000)
Net Cumulative Excess Cash Flow		\$31,228	\$111,807	\$3,193,770	\$3,229,602	\$3,266,456	\$3,303,793	\$3,341,582	\$3,380,292
Montly Impact (based on debt service)		\$34.70	\$81.43	\$77.17	\$73.05	\$70.47	\$68.88	\$68.70	\$68.93
Monthly Impact w/Stabilization		\$34.70	\$81.43	\$77.17	\$63.91	\$61.70	\$60.29	\$60.11	\$60.34

CWRPDA Leveraged Loan

	9 <u>12/1/2034</u>	10 <u>12/1/2035</u>	11 <u>12/1/2036</u>	12 <u>12/1/2037</u>	13 <u>12/1/2038</u>	14 <u>12/1/2039</u>	15 <u>12/1/2040</u>	16 <u>12/1/2041</u>	17 <u>12/1/2042</u>
Net Revenues @ 1.10x DSC	\$879,278	\$881,073	\$882,228	\$882,743	\$882,619	\$881,856	\$880,454	\$883,912	\$881,018
Annual Debt Service	<u>\$799,344</u>	<u>\$800,975</u>	<u>\$802,025</u>	<u>\$802,494</u>	<u>\$802,381</u>	<u>\$801,688</u>	<u>\$800,413</u>	<u>\$803,556</u>	<u>\$800,925</u>
Cash Flow after Debt Service	\$79,934	\$80,098	\$80,203	\$80,249	\$80,238	\$80,169	\$80,041	\$80,356	\$80,093
One Time Cash Infusion									
Stabilization Draws	(\$100,000)	(\$100,000)	(\$100,000)	(\$100,000)	(\$100,000)	(\$100,000)	(\$100,000)	(\$100,000)	(\$100,000)
Net Cumulative Excess Cash Flow	\$3,419,381	\$3,459,318	\$3,500,059	\$3,541,559	\$3,583,774	\$3,626,659	\$3,670,167	\$3,714,750	\$3,759,851
Montly Impact (based on debt service)	\$68.67	\$68.81	\$68.90	\$68.94	\$68.93	\$68.87	\$68.76	\$69.03	\$68.81
Monthly Impact w/Stabilization	\$60.08	\$60.22	\$60.31	\$60.35	\$60.34	\$60.28	\$60.17	\$60.44	\$60.22

CWRPDA Leveraged Loan

	18 <u>12/1/2043</u>	19 <u>12/1/2044</u>	20 <u>12/1/2045</u>	21 <u>12/1/2046</u>	22 <u>12/1/2047</u>	23 <u>12/1/2048</u>	24 <u>12/1/2049</u>	25 <u>12/1/2050</u>
Net Revenues @ 1.10x DSC	\$882,984	\$884,098	\$878,859	\$883,981	\$882,537	\$880,241	\$882,592	\$883,878
Annual Debt Service	<u>\$802,713</u>	<u>\$803,725</u>	<u>\$798,963</u>	<u>\$803,619</u>	<u>\$802,306</u>	<u>\$800,219</u>	<u>\$802,356</u>	<u>\$803,525</u>
Cash Flow after Debt Service	\$80,271	\$80,373	\$79,896	\$80,362	\$80,231	\$80,022	\$80,236	\$80,353
One Time Cash Infusion								
Stabilization Draws	(\$100,000)	(\$100,000)	(\$100,000)	(\$100,000)	(\$100,000)	(\$100,000)	(\$100,000)	(\$100,000)
Net Cumulative Excess Cash Flow	\$3,805,920	\$3,852,896	\$3,900,218	\$3,948,833	\$3,998,169	\$4,048,158	\$4,099,237	\$4,151,326
Montly Impact (based on debt service)	\$68.96	\$69.05	\$68.64	\$69.04	\$68.93	\$68.75	\$68.93	\$69.03
Monthly Impact w/Stabilization	\$60.37	\$60.46	\$60.05	\$60.45	\$60.34	\$60.16	\$60.34	\$60.44

Town of Minturn, CO
Water Enterprise Fund

Projected
Cash Flows

CWRPDA Leveraged Loan

	26 <u>12/1/2051</u>	27 <u>12/1/2052</u>	28 <u>12/1/2053</u>	29 <u>12/1/2054</u>	30 <u>12/1/2055</u>
Net Revenues @ 1.10x DSC	\$878,598	\$883,465	\$881,554	\$884,077	\$879,821
Annual Debt Service	<u>\$798,725</u>	<u>\$803,150</u>	<u>\$801,413</u>	<u>\$803,706</u>	<u>\$799,838</u>
Cash Flow after Debt Service	\$79,873	\$80,315	\$80,141	\$80,371	\$79,984
One Time Cash Infusion					
Stabilization Draws	(\$100,000)	(\$100,000)	(\$100,000)	(\$100,000)	(\$100,000)
Net Cumulative Excess Cash Flow	\$4,203,847	\$4,257,729	\$4,312,381	\$4,368,218	\$4,424,645
Montly Impact (based on debt service)	\$68.62	\$69.00	\$68.85	\$69.05	\$68.71
Monthly Impact w/Stabilization	\$60.03	\$60.41	\$60.26	\$60.46	\$60.12

Preliminary. Subject to change.
For discussion & illustrative purposes only.

STAFF REPORT

Minturn Shooting Range



To: Mayor and Town Council

From: Rob Gutierrez, Town Manager

Meeting Date: November 19th, 2025

Subject: Discussion – Potential Town Management of the Minturn Shooting Range

I. Purpose

The purpose of this discussion item is to brief the Town Council on the feasibility, risks, benefits, and potential structure of the Town assuming management responsibility for the shooting range located on U.S. Forest Service (USFS) property adjacent to Minturn. Staff is seeking Council input and direction on whether to proceed with further evaluation and engagement with the USFS and key stakeholders.

II. Background

- The shooting range is located on USFS lands immediately adjacent to the Town limits.
- Management of the range has historically been informal, and recurring concerns have been raised by Minturn residents and nearby property owners regarding noise, safety, hours of use, maintenance, and environmental impacts.
- The USFS has encouraged local partnerships or management agreements as a means to improve oversight and responsiveness to community needs.
- Over the past several years, staff have documented multiple complaints related to:
 - Noise impacts
 - After-hours or early-morning shooting
 - Litter and abandoned targets
 - Fire risk
 - Lack of on-site rules enforcement
 - Safety concerns during peak use
- Staff have been exploring potential management or co-management models used by other municipalities and counties to address similar issues.

III. Discussion

1. Town Assumes Full Operational Management

STAFF REPORT

Minturn Shooting Range



- a. Town would seek special use authorization with USFS to manage the shooting range.
- b. Responsibilities could include daily operations, rule enforcement, maintenance, user guidelines, and range improvements.
- c. The town would have the option to obtain a land patent for the managed area to bring it into town boundary, giving the town police power over the site.
- d. Town could seek special use authorization with USFS for the larger land area between the Minturn Bike Park and Shooting Range to open the area to recreation and town management. **(See Attachment 1)**
- e. Pros:
 - i. Full control over land management.
 - ii. Ability to enforce regulations directly.
 - iii. Feasibility is high/Fastest timeline for solution.
 - iv. This could be done in conjunction with a larger Minturn Parks and Recreation strategy.
 - v. Potential for political and financial support from partners is highest.
- f. Cons:
 - i. Financial costs.
 - ii. Regulatory burden.
 - iii. High staff burden for the foreseeable future.

2. Town Assumes Limited/Shared Management

- a. Town could partner with USFS, Eagle County, local shooting clubs, or volunteer organizations.
- b. Shared responsibilities could focus on maintenance, safety improvements, or limited monitoring.
- c. Could include periodic Town engagement without full operational control.
- d. Pros:
 - i. Lower cost.
- e. Cons:
 - i. Feasibility is low/.
 - ii. Timeline would be slow.
 - iii. Would not exploit potential opportunity of expanding Park & Rec opportunities around the Minturn Bike Park.
 - iv. Potential for political and financial support from partners is lower.

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- v. Does not provide the town with the direct ability to enforce police power.
- vi. Moderate staff burden for foreseeable future.

3. Town Pursues Shooting Range Closure

- a. Pros:
 - i. Limited financial cost to the town.
 - ii. Removes impacts entirely.
- b. Cons:
 - i. Feasibility of achieving closure is low.
 - ii. Timeline for resolution could be 3+ years or longer.
 - iii. Closure would be inconsistent with current U.S.F.S. practice and Federal Law.
 - iv. Moderate staff burden for foreseeable future.

4. Town Takes No Action

- a. Pros:
 - i. No staff burden.
 - ii. No cost.
- b. Cons:
 - i. Limited ability to address resident concerns and complaints.
 - ii. Risk of wildfire remains high.

IV. Next Steps

If council is interested in exploring the option of Town management of the shooting range further, staff would proceed with:

- Initiating discussions with USFS regarding management frameworks.
- Developing a preliminary operational plan and cost estimate.
- Identifying potential funding sources (grants, partnerships, user fees).
- Conducting public outreach to both residents and range users.
- Returning to Council with recommendations and a draft agreement.

V. Requested Council Direction

Staff is seeking Council feedback on:

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- Whether the Town should pursue additional analysis of management or co-management options.
- Council priorities regarding safety, enforcement, hours of operation, and environmental concerns.
- The level of Town involvement, if any, that Council wishes to explore.



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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.

December 3, 2025:

- FY 2026 2nd Reading of Budget Ordinances (Ordinances 11 through 14)
- Resolution - Minturn Impact Fee Contract Approval
- Resolution 2-Bedroom Apartment Construction Contract Approval
- DDA Plan of Development DRAFT – Discussion / Direction

December 17, 2025:

- DDA Plan of Development Adoption (Resolution)
- Eagle County School District (Maloit Park) Preliminary Subdivision Plat
- Golf Cart Discussion (Discussion / Direction)

January 7, 2026:

- Presentation – Flavored Tobacco Products Ban Ballot Item (January)
- Resolution to approve the public posting places

Dates to be Determined / Long Term Scheduling:

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