AGENDA

Executive Session 4:30 | Town Council Meeting 5:30 PM

Wednesday, June 05, 2024

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/83221386924

Zoom Call-In Information: 1 651 372 8299 or 1 301 715 8592 **Webinar ID:** 832 2138 6924

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 (5) 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. EXECUTIVE SESSION (4:30 PM)

A. An Executive Session pursuant to CRS Section 24-6-402(4)(b) for the purposes of consulting with the attorney to receive legal advice on legal questions related to the following matters:

1. Update on the Status of the Agreement with the CWCB and Next Steps.
2. Update on Case No. 21CW3030 and Strategy.

4. APPROVAL OF CONSENT AGENDA

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

A. 05-15-2024 Minutes

B. 1010 Two Elk Lane - New Single Family Home

C. Liquor License - Liquor License: 23698 US Hwy 24 – The Daily Grind Coffee Co. Inc., DBA Vail Coffee & Tea CO annual renewal of a Hotel and Restaurant Liquor License, Craig Arsueau, owner/manager

D. Liquor License - Liquor License: 141 Main St – The Thai Kitchen annual renewal of a Hotel and Restaurant Liquor License, Wipanun Somdee, owner/manager

E. Liquor License: 107 Williams St – Wild Mountain Cellars Application for a Colorado Liquor Sales Room (Winery Tasting Room), Matt Deem, owner/manager

F. Resolution 24 - Series 2024 A Resolution Approving a Contract for the Installation of a Security Fence at the Town Water Tank and Treatment Facility

5. APPROVAL OF REGULAR AGENDA

Opportunity for amendment or deletions to the agenda.

6. DECLARATION OF CONFLICTS OF INTEREST

7. PUBLIC COMMENT

Citizens are invited to comment on any item on the Consent Agenda, or not on the regular Agenda subject to a public hearing. Please limit your comments to five (5) minutes per person unless arrangements have been made for a presentation with the Town Clerk. Those who are speaking are requested to state their name and address for the record.

8. COUNCIL COMMENTS & COMMITTEE REPORTS

9. STAFF REPORTS

A. Manager's Report

B. Finance Report

10. SPECIAL PRESENTATIONS

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

11. LIQUOR LICENSE AUTHORITY

A. Liquor License – New Lodging and Entertainment License application: 145 North Main LLC, DBA Eagle River Inn, Tierney DeLude, Owner/Manager, 145 North Main St – Brunvand

12. 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 16 - Series 2024 A Resolution approving the Battle North Service Plan - Request for Continuance

B. Ordinance 10 - Series 2024 (Second Reading) An Ordinance Amending Chapter 16, Article 26 Community Housing Standards and Guidelines

C. Resolution 27 - Series 2024 A Resolution Approving a Conditional Use Permit for Minturn North – Temporary Construction Management Office and Storage Uses

D. Ordinance 11 - Series 2024 (First Reading) An Ordinance Amending the Town's Historic Register to Add 151 Main Street

E. Ordinance 12 - Series 2024 (First Reading) An Ordinance Amending the Town's Historic Register to Add 155 Main Street

F. Ordinance 13 - Series 2024 Amending Chapter 19 of the Historic Preservation Code to allow for More Posting Places and to Extend the Limitations on Proposed Designations

G. Resolution 25 - Series 2024 A Resolution Setting the Water Rates for Residential Units on Individual Meters, Multiple Units on a Single Meter and Irrigation Accounts

H. Ordinance 14 - Series 2024 (First Reading) An Ordinance Amending the Belden Place PUD Final Plan

I. Ordinance 15 - Series 2024 (First Reading) An Ordinance Amending the Belden Place PUD Final Plat

J. Resolution 26 - Series 2024 A Resolution Approving Belden Place SIA - Request for Continuance

K. Ordinance 16 - Series 2024 (First Reading) 478 Eagle River Street - Nomination Application - Request for Continuance

13. DISCUSSION / DIRECTION ITEMS

14. FUTURE AGENDA ITEMS

A. Future Meeting Topics

15. ADJOURN

INFORMATIONAL ONLY ITEMS

Upcoming Council Meetings & Special Events:

-- June 19, 2024

-- July 2, 2024 Minturn Independence Day Celebration

-- July 3, 2024? - Council to Discuss

-- July 4, 2024 - Independence Day; Town Hall Closed

-- July 17, 2024

AGENDA

Town Council Regular Meeting | 5:30 PM

Wednesday, May 15, 2024

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

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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/83092324115

Zoom Call-In Information: 1 651 372 8299 or 1 301 715 8592 **Webinar ID:** 830 9232 4115

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

1. CALL TO ORDER

Mayor Earle B. called the meeting to order at 5:31__pm.

2. ROLL CALL AND PLEDGE OF ALLEGIANCE

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

Staff present: Town Attorney Mike Sawyer (zoom, Town Manager Michelle Metteer, and Town Clerk Jay Brunvand (zoom).

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.

Michelle M. requested to pull Item B, Resolution 21 – Series 2024 for further consideration. This was added to the end of the Business Items as Item G.

A. 05-01-2024 Minutes

~~**B.** Resolution 21 – Series 2024 A Resolution Approving an Intergovernmental Agreement with the Intermountain Transportation Planning Region~~

C. Liquor License: 161 Main St – Eagle River Whisky Application for a Colorado Liquor Sales Room (Distillery Tasting Room), Spence Neubauer, owner/manager

D. Battle North Settlement Correction Letter (the Trestle Area)

Motion by Gusty K., second by Eric G., to approve the Consent Agenda of May 15, 2024 as amended. 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 Agenda of May 15, 2024 as presented. Motion passed 7-0.

5. DECLARATION OF CONFLICTS OF INTEREST

6. PUBLIC COMMENT

Citizens are invited to comment on any item on the Consent Agenda, or not on the regular Agenda subject to a public hearing. Please limit your comments to five (5) 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 COMMENTS & COMMITTEE REPORTS

Earle B. reported on the Transit Authority and free bus system on 5/19.

8. STAFF REPORTS

A. Manager's Report

<u>Minturn North Construction Information</u>

Information on the Minturn North construction project can be found at:

https://www.minturnnorth.com/construction-updates. Additionally, the fully approved construction plan set is available here. An FAQ has also been created and is available on the town's website, in the town hall lobby and attached to this Manager's Report.

Wood Chipping Pickup

Eagle Valley Wildland is providing free wood chipping pickup to Minturn residents this year. This is part of an effort for residents to Firewise their homes. More details are on the attached information sheet as well as the scheduled pickup days.

Bear Aware

Please remember to properly lock your garbage containers if the containers are stored outside. There is a large bear who has been active in the area and needs to be trained to not access garbage. Thank you for the help!

Community Events

With the results of the Community Survey, staff will be reevaluating the community events to ensure the events being offered by the town are in alignment with the interests of the community. Any proposed changes to the annual event lineup will be brought to the Council and public for consideration.

Street Sweeping

Please excuse our mess while public works continues their annual street sweeping operations. Signs are posted the day before in hopes residents will avoid parking in upcoming street sweeping areas, so any help residents can provide by moving their vehicles in advance is greatly appreciated.

Safe Streets 4 All (SS4A)

I have submitted Minturn's contract for the Safe Streets 4 All (SS4A) grant award Minturn received. Once approved by the Department of Transportation, this project will allow Minturn to facilitation public discussions and conduct a thorough analysis of Minturn's roadways with an emphasis on finding ways to improve vehicular and pedestrian safety. A stakeholder group will be requested, and a representative Council member will be asked to take part in the process. More to come.

Out of Office

I will be out of the office June 17-21 and not attending the June 19th Council meeting. Mike Sawyer will attend that meeting, in person, in my absence.

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. Eagle County Conservation District - Laura Bohannon

Ms. Laura Bohannon was present and updated on the Conservation District.

Brian R. asked about the noxious weed program and who to contact for information. Contact the District.

Lynn F. asked about the turf replacement program, discussion ensued on how this works and how they provide advice on plants and water conservation.

B. GoPro Games - Peggy Wolfe

Ms. Peggy Wolf, Vail Valley Foundation and GO PRO games, outlined what events will be held at the Minturn Bike Park. The games run 6/6-6/9. Minturn is primary for the bike events and secondary for the white-water events.

C. Eagle Valley Childcare - Sarah Foglesong

Ms. Sarah Foglesong was present. She noted they will be opening the former Pooh Corner, and it will be called the Minturn Family Child Center. They are aiming for January 2025 opening and she stated they have a big county wide need for childcare from 6wks to 3yrs and they are planning on about 32 slots across those ages. She noted 4- and 5-year-olds are covered through the preschool options.

Brian R. welcomed them to their new in-town center. He asked about priorities for up-valley and Minturn residents. Ms. Foglesong outlined that this does exist and how best it might look for Minturn. She stated this can be done right from their website. She strongly recommends that parents get on the wait list.

Council noted how important this service is for the community. Earle B.

D. Community Survey Review - David Flaherty, Magellan Strategies

Mr. David Flaherty presented the 2024 community survey results.

Magellan Strategies is pleased to present the results of a community survey of 188 residents in the Town of Minturn, Colorado. The interviews were conducted from April 3rd to 30th, 2024. The overall survey responses have a margin of error of +/- 6.33% at the 95% confidence interval. The survey results were weighted to be representative of the adult population demographics for the Town of Minturn, Colorado. The primary objective of this community survey was to measure and understand Minturn residents' thoughts and opinions of town services, programs, priorities, and quality of life aspects.

Discussion ensued that Minturn has a strong community, and our residents are very happy with our town.

Lynn F. asked about how we rank with other like communities. It was noted that development is always a concern with residents and long-term residents. Lynn F. asked about increasing the 7/4 events. It was noted this is already one of our most expensive commitments.

Michelle M. noted that these results will be used to plan for new community events and general community direction.

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 16 - Series 2024 A Resolution approving the Battle North Service Plan

This is a continued item where at the May 1, 2024 meeting a motion was made to continue this resolution to the May 15th meeting.

Discussion ensued as to the lands we have options on which are included in their lands. Michelle M. will look into this.

Staff requested to continue this item to the June 5 meeting.

Motion by Gusty K., second by Tom P., to continue to June 5 Resolution 16 – Series 2024 a Resolution approving the Battle North Service Plan. Motion passed 7-0.

B. Resolution 17 - Series 2024 A Resolution Approving a New Maintenance and Storage Building with Wildlife Conditions

This is a continued item where at the May 1, 2024 meeting a motion was made to continue this resolution to the May 15th meeting. Council had follow up questions for the Colorado Dept of Wildlife and questions for the Town Attorney who was not present at the meeting.

Michelle M. reported she contacted the Colo Dept of Parks and Wildlife. They stated the letter submitted by CDW is only recommendations and did not see any issue with linking to other in-town closure enforcements.

Mr. Pedro Campos, representing the Cemetery, was present for comments and questions.

Motion by Tom P., second by Eric G., to approve Resolution 17 - Series 2024 A Resolution Approving a New Maintenance and Storage Building with Wildlife Conditions as presented. Motion passed 7-0.

C. Ordinance 09 - Series 2024 (Second Reading) An Ordinance Amending Chapter 16, Article 11 Lionshead Character Area to Create the Cemetery Zone District

Review and approve Ordinance 09 - Series 2024 Amending Chapter 16 of the Minturn Municipal Code to Create the Cemetery Zone District and Associated Use and Development Standards within the Lionshead Character Area on Second Reading. Changes from First Reading include clarification of “accessory buildings and structures”.

Public Hearing Opened
No Public Comment

Public Hearing Closed

Motion by Kate S., second by Gusty K., to approve Ordinance 09 - Series 2024 (Second Reading) An Ordinance Amending Chapter 16, Article 11 Lionshead Character Area to Create the Cemetery Zone District as presented. Motion passed 7-0.

D. Resolution 22 - Series 2024 A Resolution Appointing a Minturn Deputy Judge

Town Council appoints the Municipal Judge by resolution in accordance with state law and Minturn Municipal Code. The previous Deputy Judge is now a County Judge and is no longer available to serve as the Deputy Judge. In accordance with the Town's procurement policies, an RFP was sent out and staff received one submission. The single submission was from an experienced local attorney (and existing Municipal Judge for Gypsum) Courtney Holm. Ms. Holm was interviewed by a committee consisting of the Court Clerk, the Town Manager, and Council Member Lynn Feiger. It is staff's opinion that Ms. Holm is well qualified to serve this role, and will meet the needs of the Minturn Municipal Court.

Judge Holm introduced herself as a very long time Eagle County citizen who grew up in the county. She left for college and law school (Univ of Denver) and came back to practice in Eagle County.

Motion by Gusty K., second by Lynn F., to approve Resolution 22 – Series 2024 a Resolution appointing a Minturn Deputy Judge as presented. Motion passed 7-0.

Note: Brian R. excused himself for a previously scheduled appointment at 7:08pm.

E. Resolution 23 - 2024 Joint Wildfire Preparedness Proclamation

A Resolution in support of and proclaiming May 2024 as Wildfire Preparedness Month.

Motion by Eric G., second by Kate S., to approve Resolution 23 – Series 2024 as presented. Motion passed 6-0. Note: Brian R. was excused absent.

F. Ordinance 10 - Series 2024 (First Reading) An Ordinance Amending Chapter 16, Article 26 Community Housing Standards and Guidelines

Note: Scot Hunn, Town Planner, was present via zoom for this portion of the meeting.

Ordinance No. 10, Series 2024 is being presented to the Town Council in response to long-standing goals and policies adopted by the Town and, specifically, to address Objective No. 4.6 of the 2023 Imagine Minturn Community Plan to adjust the Town's housing regulations and inclusionary housing mitigation requirements.

The following summarizes the proposed amendment package:

- Reduce the Area Median Income (AMI) threshold applicable for the initial sales price for for-sale units from 200% to 140% AMI. This amendment stems directly from previous conversations with the Planning Commission as well as with representatives from the Eagle

County Housing and Development Authority since the Town's Inclusionary Housing (IH) regulations were adopted in 2020, and from recommendations of the Community Plan which state:

"The current IH program requires housing to be affordable up to 200 percent of AMI, which is a household income of approximately $180,000 for a three person household. This income level equates to a home purchase price of over $750,000. The IH will therefore produce housing that is close to the market rate (albeit deed restricted) as the average sale price in 2021 was $767,000. The Town should consider requiring a lower AMI targe such as 120% or a range of AMI levels from below 100 percent to the current 200 percent requirement."

While staff investigated a tiered AMI structure (e.g. requiring the provision of deed restricted units with initial sales prices ranging from 100% to 200%) staff presented the draft ordinance to the Planning Commission at their regular meeting of May 8, 2024, with a recommendation to lower the initial sales price for for-sale residential units to a level at or below 140%. The Commission recommended approval of the ordinance with the condition or suggestion that the target/maximum AMI level for initial sales price be lowered further, from 140% to 120%.

Staff supports the Planning Commission's recommendation. If Council agrees with this recommendation on first reading, staff will amend the ordinance accordingly prior to second reading. Additionally, if the Town is interested in pursuing a tiered or "range" approach to mitigation in the future, staff suggest that such changes could be further studied and additional amendments to Chapter 16, Article 26 can be presented at a later date.

- Provided definitions within Article 2 of Chapter 16 to define "Price Capped For Sale Housing" and "Price Capped Rental Housing." The Town's Community Housing Guidelines (Article 26) include requirements for for-sale and for-rent units to be deed restricted (capped) and available for certain affordability levels, but the guidelines do not currently define price caps. Here are the two new definitions:

Price Capped For Sale Housing means housing subject to a deed restriction requiring that the Housing meet Initial Sales Prices, resale price appreciation limits, quality, and other criteria set forth in the Guidelines and Administrative Procedures.

Price Capped Rental Housing means rental housing subject to a deed restriction requiring that the Housing meet Rental Rate Restrictions, quality, annual compliance and other criteria set forth in the Guidelines and Administrative Procedures.

- Clarified that the Town, when evaluating housing plans for new developments, will consider the entirety of any phased development plans.

- Created a provision/requirement that deed restrictions will not only cap initial sales price but also annual appreciation that may be captured for subsequent re-sales. This (restricting price appreciation on re-sales) is typical in must inclusionary housing regulations and is one way to address affordability throughout the life of a deed

restricted unit. Staff will need to update the Community Housing administrative standards (which were approved by resolution, separate from the Housing Guidelines/Article 26 originally) to provide details on eligible improvements that a unit owner can make over time while still capping appreciation.

Brian R. had submitted the following comments to be read in his absence as follows:

My issues with the current AMI based system can be boiled down to these points:

- I don't think we are aggressive enough with our guidelines for what I'll call "Resident Housing" vs "affordable". We should create goals/outcomes and figure out key results with strategies to reach those that would lead us there. An example could be "Minturn remains a community where a majority (80%? 90%?) of housing is occupied by year-round residents." Then, you could have a host of key results, including some AMI rental guidelines, a set of codes/fees for second homes, STR policy, etc, that combined, try to accomplish the main goal
- The current system of 20% AMI standards encourages a developer to do a very small number of small cheap units in a corner, and then maximize the $$ income on the rest to make up for it.
- Minturn, given our land and infrastructure constraints (dowd aside), is not in a place to make even a small dent in the massive valley wide sub ~$1000/room housing availability gap. We should focus on doing all we can to support efforts in Eagle Vail, eventually Dowd, and the ECSD project at maloit
- We should get developer opinions on the AMI standards. Would they be able to get more flexible and creative with an 80% resident, non-appreciation cap deed restriction? Or other options we aren't thinking of? The Wellington neighborhood came up a lot in the MiNo discussions for example. That was built around the idea of "80% of the units for locals and 20% of the units for open market", and it was a developer (Brynn Grey) that brought the idea to the Breckenridge council, not the other way around.
- In general, talking about "affordable housing" leads to confusion and cynicism. As mentioned, in our valley-wide market, a $1 million dollar single family home would be considered a "steal". Affordability is one of the many factors that can go into a housing plan, but it should not lead the line.
- Single family, low density homes will be very expensive. Multi family, multi-level, and denser lot coverage will be less so. What does our current zoning encourage? What does our community really want? There is a trade off.

Continuing from Brian, to simplify and keep this moving, I'd like to propose an alternative to the AMI calculation requirements that adds "OR 80% of the SFE's will be deed restricted to full time residency, without price caps or appreciation".

Tom P. agreed with the 120% and asked where Battle Mtn will fall on this. Scot H. stated this should be included in their development. He was in favor of an appreciation limitation. The rest of the council concurred on the 120% appreciation.

Michelle M. noted that Minturn North submitted before any of this was discussed but would confirm on the Battle Mtn and Belden developments. Discussion ensued on deed restrictions and how that would look on future submittals. This would affect projects of 5 units or more.

Public Hearing Opened
No Public Comments
Public Hearing Closed

Motion by Tom P., second by Gusty K., to approve Ordinance 10 - Series 2024 (First Reading) An Ordinance Amending Chapter 16, Article 26 Community Housing Standards and Guidelines as amended to include 120% AMI. Motion passed 6-0. Note: Brian R. was excused absent.

F. Resolution 21 – Series 2024 A Resolution Approving an Intergovernmental Agreement with the Intermountain Transportation Planning Region

Note: this item was moved from the Consent Agenda for further review.

Michelle M. explained her request to pull this from the Consent Agenda stating that CDOT was further reviewing this agreement, had found items in the IGA that need to be updated and that this was not ready for approval. She asked this be tabled and moved to the June 5 meeting.

Motion by Eric G., second by Lynn F. to continue to June 5 Resolution 21 – Series 2024 A Resolution Approving an Intergovernmental Agreement with the Intermountain Transportation Planning Region. Motion passed 6-0. Note: Brian R. was excused absent.

11. DISCUSSION / DIRECTION ITEMS

A. Taylor St Parking

Taylor St residents have traditionally parked somewhat haphazardly along both sides of the road, oftentimes with vehicles parked in the wrong direction – in opposition to oncoming traffic. This has caused issues for years with snowplow removal; however, the Town has worked around these complications in the past. With the request from a Taylor St resident to “clean-up” the parking lanes with the goal of ensuring safe two-way access by drivers and emergency vehicles, Council will need to consider the Town’s willingness to implement and enforce this request. Oftentimes, the street right of way can be easily depicted by the location of the electrical poles. Taylor St is a 40’ public right of way and is not a straight line, but rather curves in multiple areas. The fence on the west side of the street in the photos is located many feet within private property, so the narrowing of the road, causing difficulty for two-way traffic is being created primarily by parked vehicles encroaching too far into the right of way. Many of the vehicles included in the attached photos can be seen parking well into the driving lane (photos taken 5/10/2024). This issue is further exacerbated by numerous private properties along the east side of the road creating/installing improvements such as berms, retaining walls and other structures within this right of way area.

Brian R. submitted the following in advance of the meeting as he anticipated he would be excused from this portion of the meeting due to a prior commitment:

Again since I need to leave early tonight, here are my comments and a link to a study:

I'd defer to what Taylor residents want, but everyone should be cognizant that on-street parking, variations in approaching traffic, and narrowing the effective width of the street will reduce traffic speeds.

To quote a study from the National Association of City Transportation Officials:

There is a relatively strong correlation between average speed and opposing volume, particularly on narrow streets where drivers either must pull over and stop to let other vehicles pass or where the perception of street width is too narrow to judge accurately. In either case, on-street parking density plays an important role as it defines the effective width of the street. Related to the opposing volume is the headway between vehicles. Short headways mean that drivers encounter other vehicles more frequently and are thus required to slow down more often.

Observation has shown the situation which promotes the highest speeds on residential streets is a wide street with low parking density, low traffic volumes, and long vehicles.

(https://nacto.org/wp-content/uploads/2015/04/narrow_residential_streets_daisa.pdf)

If we were talking about Pine or Boulder in front of my house, this is what I'd want to make the streets safer. (End of Brian's comments)

Staff is requesting council to provide one of three directions as follows which, as appropriate, shall be actively enforced by town staff and the Eagle County Sheriff's Department. Staff will soon begin work toward the paving of Taylor St at which point a much more detailed discussion on this matter will be required.

- Do nothing and leave the issue as is
- Reclaim the entirety of the right of way area
- Require all parking to be conducted outside of the paved driving lanes with no parking on the west side of the road from 4th Street south (staff recommendation)

Discussion ensued as to the effects changes would have and if that would be a solution. It was noted that when we do pave Taylor we will need to review all options prior to paving/curb/gutter. It was noted that a number of properties do not have onsite parking and need the ROW parking but that it should be parallel to the street not perpendicular to the street.

Council Direction Given:

- Supportive of parallel parking on the ROW on both sides of the street.
- The trailhead parking is proposed at 54 spaces and in the winter that could be used as snow operations freeing up ROW parking. The trailhead parking is most needed during the summer period.

12. FUTURE AGENDA ITEMS

A. Future Meeting Topics

- Wildlife regulations in town

13. ADJOURN

Motion by Gusty K., second by Tom P., to adjourn the meeting at 8:03pm.

_____

Earle Bidez, Mayor

ATTEST:

_____

Jay Brunvand, Town Clerk

INFORMATIONAL ONLY ITEMS

Upcoming Council Meetings and Events:
-- May 27, 2024 Memorial Day; Town Hall Closed
-- June 1, 2024 - Town Cleanup Day
-- June 5, 2024
-- June 19, 2024
-- July 2, 2024 Independence Day Celebration
-- July 3, 2024? - Council to Discuss
-- July 4, 2024 - Independence Day; Town Hall Closed

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

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

Design Review Board Hearing

Final Plan Review for New Home

1010 Two Elk Lane

Hearing Date:	May 22, 2024
File Name and Process:	Single-Family Residence Final Plan Review
Owner/Applicant:	Adam Minnick
Representative:	Fletcher Groff, The Groff Company
Legal Description:	Subdivision: CROSS CREEK PLACE Lot: 2
Address:	1010 Two Elk Lane
Zoning:	Cross Creek Character Area – Mixed Use Zone District
Staff Member:	Madison Harris, Planner I
Recommendation:	**Approval, with Conditions**

Staff Report

I. Summary of Request:

The Applicant, Adam Minnick, requests Final Plan review of a new, three-bedroom, 4,257 (gross) square foot single-family residence located at 1010 Two Elk Lane in the Cross Creek Mixed Use Zone District. The Applicant's representative, Fletcher Groff of the Groff Company and Sam Eckerson with Boss Architecture, have been proactive in meeting with Town staff prior to submitting plans for a new home and has provided a relatively complete and thorough set of site, landscaping, and architectural plans.

Proposed Plans
The plans show a one-story with a basement, three-bedroom structure with a maximum building height - measured to the midpoint of the roof – of around 18 feet, well under the maximum allowable 28-foot limit within the Cross Creek Mixed Use Zone District.

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

Parking is adequate, with two off-street spaces provided within the garage. The plans show a basement space with the three bedrooms, and the main level has the primary living area.

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

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

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

Staff is **recommending approval,** with conditions.

II. Summary of Process and Code Requirements:

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

If the DRB feels that the plans are complete, appropriate, and meet the intent and purposes of the Minturn Municipal Code, Chapter 16, the DRB has the option to take final action to approve the plans without conditions, or to approve with specific conditions and giving the Applicant and staff clear direction on any recommended revisions, additions or updates to the plans.
No variances are required or requested at this time.

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

(d) Administrative procedure.

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

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

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

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

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

Staff suggests that the final plans for 1010 Two Elk Lane meet or can be revised to meet the required findings 'a,' 'b,' and 'c' or subparagraph 3 – *Necessary findings* - with proposed conditions of approval.

III. <u>Zoning Analysis</u>:

Zoning
The subject property is located within the "Cross Creek Character Area" Mixed Use Zone District, described as follows:

(a) The Cross Creek Mixed-Use Zone is characterized by a small area of mixed-use. The site has good access from Highway 24 and is highly visible as one enters Town from the south.
(b) The purpose of the Cross Creek Mixed-Use Overlay Zone is to ***provide a variety of complementary and integrated uses such as residential****, office, light manufacturing and some retail in a concentrated area.* ***An objective of this area is to provide an attractive entrance statement*** *and economic activity* ***without causing significant impacts*** *on nearby residential and open space uses.*

- Town of Minturn Town Code Section 16-9-30

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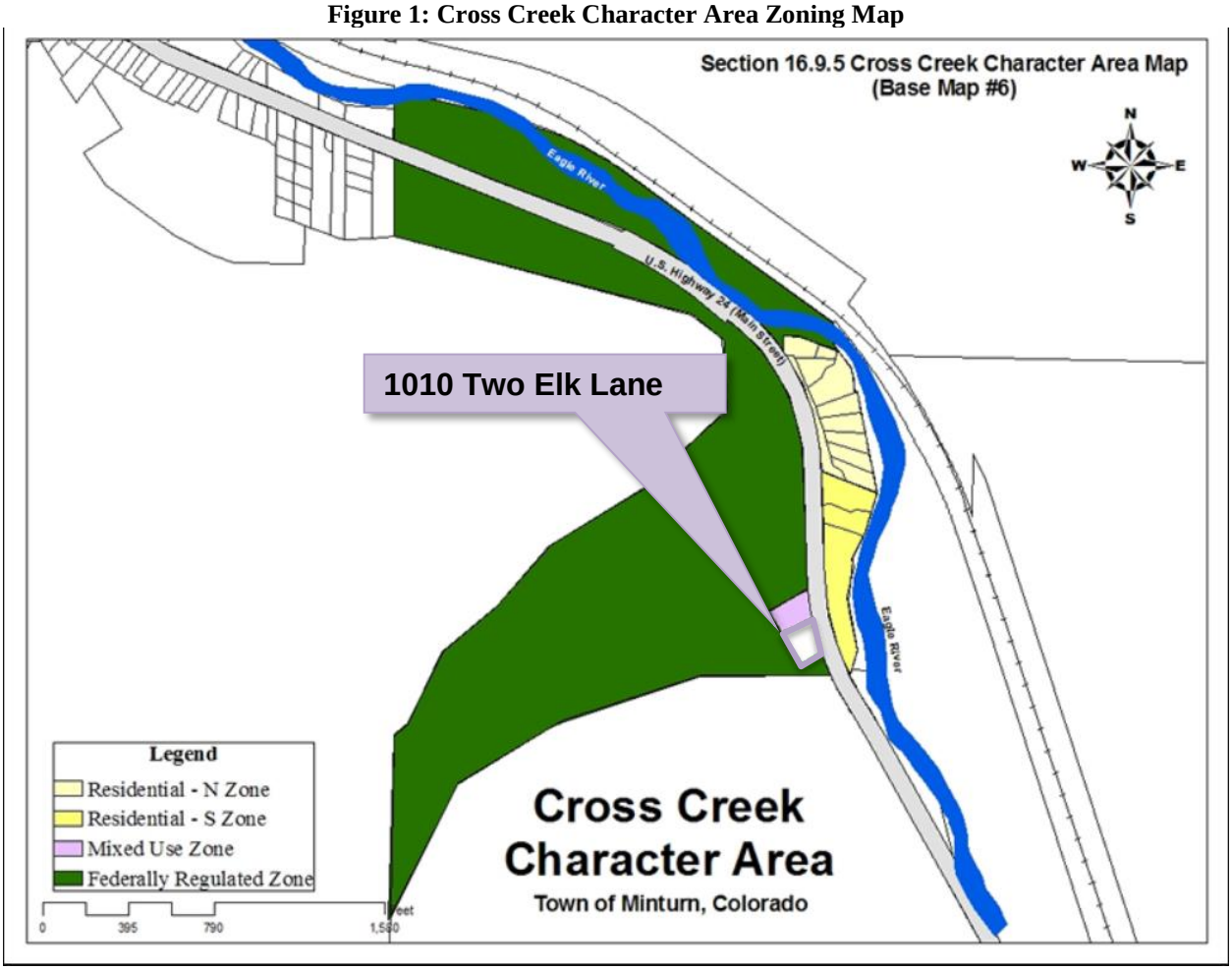
Figure 1: Cross Creek Character Area Zoning Map



Dimensional Limitations and Development Standards

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

Regulation	Allowed/Required	Proposed/Existing
Minimum Lot Area:	10,000 sq. ft.	sq. ft. (ac.)
Maximum Building Height:	28 feet	18 feet - 3 inches
Minimum Front Setback:	10 feet	10 feet
Minimum Side Setback:	10 feet	10 feet
Minimum Rear Setback:	10 feet	10 feet

Maximum Lot Coverage:	70% (3,547.6 sq. ft.)	2,218.57 sq. ft. (43.8%) Proposed
Maximum Impervious Coverage:	80% (4,054.4 sq. ft.)	2,919.67 sq. ft. (57.6%) Proposed
Minimum Snow Storage Area:	5% of Lot Area (5,068 sq. ft. x .05 = 253.4 sq. ft.)	253.5 sq. ft.
Parking:	2 spaces	2 spaces

IV. Applicable Standards and Design Guideline Criteria:

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

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

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

"c. Massing and Scale

> *"**A simple central form with additive features shall be designed. This style creates visual interest and is appropriate for the community due to its compatibility with existing structures. Buildings and improvements should complement, rather than overpower, the adjacent natural and built environment.** Homes are encouraged to be sheltering in nature, with consistent setbacks from the street with prominent porches or overhanging eaves.*
>
> *"Building mass, form, length and height shall be designed to provide variety and visual interest while maintaining a scale that is similar or compatible to adjacent structures."*
>
> *-Town of Minturn Design Guidelines*

Staff Response:

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

V. Issues and Recommended Revisions:

Issues or Required Plan Revisions
The following issues or areas of refinement have been identified by staff that must be addressed prior to any building permit application submittal and are reflected in staff's recommended list of conditions:

Exterior Light Fixtures
The plans do not show exterior light locations and no spec sheets were provided for proposed exterior lighting. Plans submitted for building permit should include exterior lighting locations on floor plans, building elevations and, if applicable, reflected ceiling/roof plan. A final spec sheet for all exterior fixtures should be submitted for review prior to or concurrent with the building permit application to demonstrate that all exterior lighting will be full cutoff, dark sky compliant per the Minturn Municipal Code.

VI. Staff Recommendation and Suggested Conditions:

Staff suggests that the Final Plans for 1010 Two Elk Lane, as conditioned below, generally **comply** with or exceed the applicable provisions and/or minimum standards of Chapter 16 and the Town of Minturn Design Standards (Appendix 'B') of the Minturn Town Code.

Staff is **recommending approval** of the plans, with the following recommended condition(s):

1. The Applicant shall provide details for all exterior lighting locations on floor plans, building elevations and reflected ceiling/roof plan sheets. Additionally, the Applicant shall submit final cut sheets/specifications for proposed exterior light fixtures prior to or concurrent with building permit application to ensure compliance with the Town's lighting standards.

DESIGN REVIEW APPLICATION

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT
P.O. Box 309 302 Pine Street Minturn, Colorado 81649-0309
Phone: 970-827-5645 Fax: 970-827-5545 Email: planner1@minturn.org

Project Name:

1010 TWO ELK LANE

Project Location

Street Address: 1010 TWO ELK LANE, MINTURN, CO 81645

Zoning: CROSS CREEK

Parcel Number(s): 2103-363-10-003

Application Request:

MAJOR CONSTRUCTION

Applicant:

Name: FLETCHER GROFF

Mailing Address: 1036 POLAR STAR DR., EAGLE, CO 81631

Phone: (303) 638 - 0956

Email: fletcher@thegroffcompany.com

Property Owner:

Name: ADAM MINNICK

Mailing Address: 452 LEYDEN STREET, DENVER, CO 80220

Phone: (303) 319-6778

Email: aminnick@stonetowncapital.com

Required Information:

Lot Size: .11 ACRES	Type of Residence (Single Family, ADU, Duplex) SINGLE FAMILY	# of Bedrooms 2	# On-site Parking Spaces 4
# of Stories: 1	Snow storage sq ft: 253.3	Building Footprint sq ft: 2,355	Total sq ft Impervious Surface: 2,919

Signature:

Fee Paid:_____ **Date Received:**_____ **Planner:**_____

Fletcher Groff
The Groff Company, LLC
1036 Polar Star Dr.
Eagle, CO, 81631
14th December 2023

Madison Harris
Planner 1, Town of Minturn
302 Pine St
Minturn, CO 81645

To Whom it May Concern,

This letter serves as the Statement of Intent for the development of 1010 Two Elk Lane, in Minturn, Colorado, parcel number 2013-363-10-003.

I am acting as Agent to the Owners of the above referenced lot, who plan on developing the lot into a single family residence. The lot is currently undeveloped, and BOSS Architecture has been hired to design a one-story, single family residence for the Owner's family's personal use.

The design has been developed to minimize visual impact from the road, while maximizing views of the ridgeline to the east, and blending in with the adjacent condominium. The material palette has been carefully selected in accordance with Minturn guidelines to reflect the mining history and community character. The landscape will feature native grasses, and will artfully place any boulders found during excavation. Special attention has been paid to parking, with the design incorporating a four-car garage into the program.

On this lot there are three easements. The first is an access easement on the southwest corner for the adjacent condominium's front entry. The second is a sewer and drainage easement along the southeast lot boundary line. The third is a sewer easement located on the southeast corner of the lot. There is no work proposed within the access and drainage easements. An overheight variance has been secured from ERWSD for the roof to encroach over the sewer easement.

Sincerely,

Fletcher Groff

Adam and Lainie Minnick
452 Leyden St
Denver, CO 80220
15th November 2023

Madison Harris
Planner 1, Town of Minturn
302 Pine St
Minturn, CO 81645

To Whom it May Concern,

This letter serves as our Statement of Intent for the development of 1010 Two Elk Lane, in Minturn, Colorado, parcel number 2013-363-10-003.

I am the owner of the above referenced lot, and plan to develop the lot into a single family residence. The lot is currently undeveloped, and we have hired BOSS Architecture to design a one-story, single family residence for our family's personal use.

The design has been developed to minimize visual impact from the road, while maximizing views of the ridgeline to the east, and blending in with the adjacent condominium. The material palette has been carefully selected in accordance with Minturn guidelines to reflect the mining history and community character. The landscape will feature native grasses, and will artfully place any boulders found during excavation. Special attention has been paid to parking, with the design incorporating a four-car garage into the program.

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Sincerely,

Adam Minnick

VIEW OF PROPOSED PROJECT

PROJECT.SUMMARY

ADDRESS:	1010 TWO ELK LANE MINTURN, CO 81645
TAX AREA:	SC024 - MINTURN (TOWN)
PARCEL NUMBER:	2103-363-10-003
LOT SIZE:	.11 ACRES
LEGAL SUMMARY:	SUBDIVISION: CROSS CREEK PLACE LOT: 2
BUILDING HEIGHT:	28' MAX ALLOWED PER SEC. 16-2-60, TABLE 16-8 "TABLE HEIGHT", MINTURN MUNICIPAL CODE HEIGHT MEASURED FROM FINISHED OR NATURAL GRADE, WHICHEVER IS MORE RESTRICTIVE, TO MIDPOINT OF ROOF

PLANS.SQ. FT.

LOT COVERAGE	
LOT SIZE	5,068 SF (.11 ACRES)
ALLOWABLE	2,543 SF (50%)
PROPOSED	2,355 SF (46%)
LOWER LEVEL	
FINISHED	2,080 SF
MECH. x	44 SF
GROSS	2,124 SF
MAIN LEVEL	
FINISHED	1,148 SF
GARAGE	985 SF
GROSS	2,133 SF
TOTAL FINISHED	3,228 SF
TOTAL GROSS	4,257 SF

SYMBOLS.LEGEND

ROOM NAME XXX	– AREA NAME – AREA NUMBER
101	– DOOR NUMBER
X/AX.X ELEVATION	– EXTERIOR ELEVATION NUMBER – EXTERIOR ELEVATION SHEET NUMBER
X AX.X	– DETAIL NUMBER – DETAIL SHEET NUMBER
SECTION X/AX.X	– BUILDING SECTION NUMBER – BUILDING SECTION SHEET NUMBER
ELEVATION LEVEL	– SPOT ELEVATION REFERENCE
X	– WINDOW TYPE – INTERIOR GLASS TYPE – SKYLIGHT TYPE
	– NORTH ARROW
X X AX.X X X	– INTERIOR ELEVATION REFERENCE
	– CHANGE IN FLOOR OR CEILING ELEVATION

PROJECT.TEAM

OWNER
ADAM AND LAINIE MINNICK
452 LEYDEN STREE
DENVER, CO 80220
303.319.6378
303.956.2537
amminck@stonetrawcapital.com
lainie.minnick@gmail.com

ARCHITECT
BOSS.ARCHITECTURE
CHRIS DAVIS
KEVIN STEPHENSON
3300 E 17TH AVE
DENVER, COLORADO 80206

303.377.6322
chris@BOSSarchitecture.com
kevin@BOSSarchitecture.com

GENERAL CONTRACTOR
THE GROFF COMPANY, LLC
1036 POLAR STAR DR.
EAGLE, CO 81631

303.638.0956
fletcher@thegroffcompany.com

STRUCTURAL ENGINEER
IMEG CORP.
MEGHAN C. BAKEMEYER
1400 BLENARM PLACE, SUITE 101
DENVER, CO 80202

303.623.4927
megan.c.bakemeyer@imegcorp.com

CIVIL ENGINEER
RAPTOR CIVIL ENGINEERING
8620 WOLF COURT
SUITE 1058
WESTMINSTER, CO 80031

720.774.7736
eric@raptor-civil.com

MECHANICAL
T.B.D.

LANDSCAPE ARCHITECT
T.B.D.

BUILDING CODE INFORMATION

APPLICABLE CODES

2021 INTERNATIONAL RESIDENTIAL CODE (IRC)
2021 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)
2021 INTERNATIONAL FIRE CODE (IFC)
2021 INTERNATIONAL PLUMBING CODE (IPC)

DRAWING INDEX

	ISSUES AND REVISIONS	10.27.2023 CROSS REVIEW APP.	04.02.2024 REVISION #1	04.29.2024 REVISION #2		
●	NEW DRAWING					
◑	REVISED DRAWING					
○	REISSUED DRAWING w/ NO CHANGES					
–	OMITTED					
GENERAL DRAWINGS						
A0.0	COVER SHEET	●	◑	◑		
A0.1	GENERAL NOTES AND ASSEMBLIES	●				
A0.2	VICINITY MAP	●				
A0.3	SURVEY	●	◑	◑		
A0.4	LOT COVERAGE DIAGRAM	●				
A0.5	MATERIAL PALETTE	●				
A0.6	FIRE PROTECTION PLAN	●				
CIVIL DRAWINGS						
C1.0	COVER SHEET	●	◑	◑		
C2.0	GRADING PLAN	●	◑	◑		
C3.0	EROSION CONTROL PLAN	●	◑	◑		
LANDSCAPE DRAWINGS						
L1.0	LANDSCAPE PLANTING PLAN	●	◑			
ARCHITECTURAL DRAWINGS						
A1.0	SITE PLAN	●	◑	◑		
A1.1	DRIVEWAY DIAGRAM		●	◑		
A2.0	BASEMENT LEVEL DIMENSIONED PLAN	●				
A2.1	BASEMENT LEVEL FINISH PLAN	●				
A2.2	MAIN LEVEL DIMENSIONED PLAN	●				
A2.3	MAIN LEVEL FINISH PLAN	●				
A2.4	ROOF PLAN	●				
A3.0	EXTERIOR ELEVATIONS	●				
A3.1	EXTERIOR ELEVATIONS	●				
A4.0	BUILDING SECTIONS	●				

•CHRISTOPHER.DAVIS
•KEVIN.STEPHENSON

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STATE OF COLORADO
12.06.2023
CHRISTOPHER WILLIAM DAVIS
400094
LICENSED ARCHITECT

OWNERS:
ADAM AND LAINIE MINNICK

LOCATION:
1010 TWO ELK LANE
MINTURN, COLORADO 81645

2023 DESIGN REVIEW
1 2024 (REVISION.01)
2 2024 (REVISION.02)

COVER SHEET

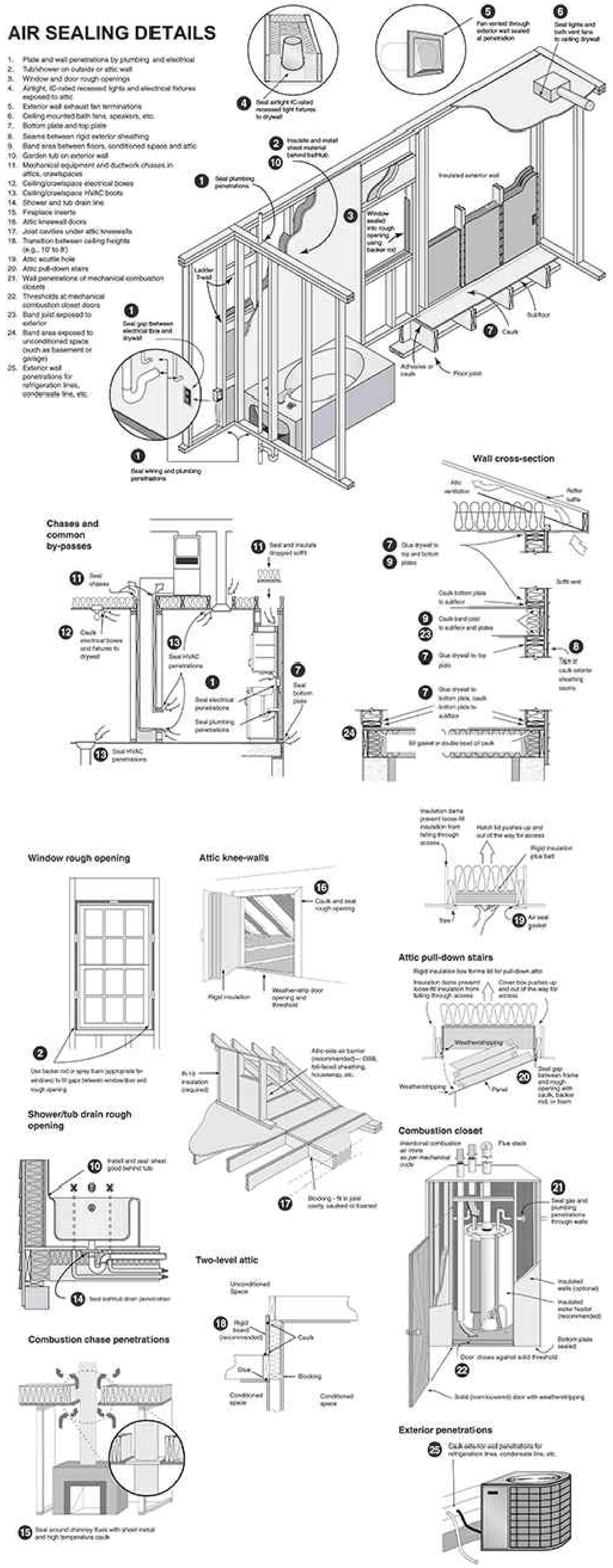
TWO.ELK

BOSS ARCHITECTURE
3300 E. 17TH AVE
DENVER, COLORADO 80206 USA
303.377.6322 | P
303.377.6326 | F
WWW.BOSSARCHITECTURE.COM

A0.0

GENERAL.NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE w/ THE 2021 IRC, ALL MINTURN AMENDMENTS TO THE CODE & ALL FEDERAL, STATE & LOCAL CODES & AGENCIES HAVING JURISDICTION. IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR & RESPECTIVE SUB-CONTRACTORS TO BUILD TO SATISFY THESE CODES & CALL FOR ALL NECESSARY INSPECTIONS.
2. CONTRACTOR SHALL VERIFY & COORDINATE ALL NEW & EXISTING CONDITIONS & DIMENSIONS @ JOB SITE FOR COMPARISON w/ DWG'S & SPECIFICATIONS PRIOR TO BIDDING & START OF & DURING CONSTRUCTION. IF ANY DISCREPANCIES, INCONSISTENCIES OR OMISSIONS ARE FOUND, THE ARCHITECT SHALL BE NOTIFIED, IN WRITING FOR CLARIFICATION PRIOR TO PROCEEDING w/ WORK.
3. DO NOT SCALE DWG'S CONTRACTOR SHALL RELY ON WRITTEN DIMENSIONS AS GIVEN. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT FOR CLARIFICATION ALL DIMENSIONS SHALL BE FIELD VERIFIED BY CONTRACTOR & COORDINATED w/ ALL OF THE WORK OF ALL TRADES. IF DISCREPANCIES ARE FOUND, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IN WRITING FOR CLARIFICATION BEFORE THE COMMENCEMENT OR RESUMPTION OF WORK.
4. DIMENSIONS SHOWN ON FLOOR PLANS, SECTIONS, ELEVATION, & DETAILS ARE TO FACE OF WOOD FRAMING AND TO FINISH FACE OF, MASONRY, CONC. OR GRID LINES, UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ON THE ARCHITECTURAL DRAWINGS LOCATING STRUCTURAL STEEL OR HEAVY TIMBER MEMBERS ARE TO CENTERLINE, UNLESS OTHERWISE NOTED.
6. CONTRACTOR SHALL VERIFY ALL COLUMN COORDINATES & CHECK THEM AGAINST DIMENSIONS SHOWN ON PLANS & DETAILS. CONSTRUCTION MANAGER SHOULD BE NOTIFIED OF ANY DISCREPANCIES DURING STAKING.
7. ABBREVIATIONS THROUGHOUT THE PLANS ARE THOSE IN COMMON USE. NOTIFY THE ARCHITECT OF ANY ABBREVIATIONS IN QUESTION.
8. "V.I.F. OR F.V." ON DWG'S REFERS TO FIELD VERIFICATION FOR CORRECT DIMENSIONS & CONDITIONS. NOTIFY ARCHITECT OF ANY DESCREPANCIES.
   CFCI – CONTRACTOR FURNISHED CONTRACTOR INSTALLED
   OFCI – OWNER FURNISHED CONTRACTOR INSTALLED
   OFOI – OWNER FURNISHED OWNER INSTALLED
9. CONTRACTOR SHALL COORDINATE THE INSTALLATION OF THE VARIOUS TRADE ITEMS WITHIN THE SPACE ABOVE ALL CEILINGS (INCLUDE, BUT NOT LIMITED TO: STRUCT. MEMBERS, MECH. DUCTS & INSUL.., LIGHT FIXTURES, CEILINGS SYSTEMS, & ANY SPECIAL STRUCT. SUPPORTS REQUIRED) & SHALL BE RESPONSIBLE FOR MAINTAINING THE FINISH CEILING HEIGHT ABOVE THE T.O. SUBFLOOR INDICATED IN THE WALL SECTIONS & THE REFLECTED CEILING PLANS. (CEILING HEIGHT DIMENSIONS ARE TO THE FINISH SURFACE OF CEILING).
10. CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE LOCATION OF ALL WALL & CEILING FRAMING MEMBERS TO FACILITATE THE INSTALLATION OF ALL WALL & CEILING MOUNTED ELECT. & MECH. DEVICES, ETC., PER THE ARCHITECTS DWG'S. RE: INTERIOR ELEVATIONS, & REFLECTED CEILING PLANS FOR EXACT LOCATIONS OF DEVICES. IF NOT INDICATED, COORDINATE LOCATIONS w/ ARCHITECT PRIOR TO INSTALLATION.
11. ACCESS PANELS SHALL BE PROVIDED & INSTALLED WHEREVER REQUIRED BY BLDG. CODE OR FOR THE PROPER OPERATION OR MAINTENANCE OF MECH. OR ELECT. EQUIPMENT, WHETHER OR NOT INDICATED ON THE DWG'S CONTRACTOR SHALL COORDINATE SIZE, LOCATION, & TYPE OF ACCESS PANEL w/ OTHER CONTRACTORS' WORK & RECEIVE APPROVAL OF THE ARCHITECT. NO ACCESS PANEL SHALL BE LOCATED, FRAMED OR INSTALLED W/O THE EXPRESSED APPROVAL OF THE ARCHITECT. CLAD & PAINT PANELS TO MATCH ADJACENT FINISHED CONDITION (PROVIDE FOR INTEGRATED LOOK TO WALL OR CEILING ASSEMBLY BY ANY MEANS NECESSARY) OR AS APPROVED BY ARCHITECT.
12. IN THE CASE OF A CONFLICT BETWEEN THE DWG'S & THE SPECIFICATIONS, SPECIFICATIONS SHALL TAKE PRECEDENCE. IN THE CASE OF A CONFLICT IN THE DWG'S & DETAILS, THE DWG'S w/ THE LARGER SCALE OR THE ASSEMBLY WHICH PRODUCES THE HIGHER QUALITY ASSEMBLY & FINISH SHALL TAKE PRECEDENCE. CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY CONFLICT BEFORE PROCEEDING w/ THE WORK.
13. ALL DUCT PENETRATIONS THROUGH PARTITIONS & CEILING SHALL BE PROVIDED w/ THE NECESSARY FRAMES & BRACING AROUND THE OPENING.
14. THE SPECIFICATIONS & ALL CONSULTANT DWG'S ARE SUPPLEMENTAL TO THE ARCHITECTURAL DWG'S IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE w/ THE ARCHITECTURAL DWG'S BEFORE THE INSTALLATION OF ANY OF THE CONSULTANTS' WORK & TO BRING ANY DISCREPANCIES OR CONFLICTS TO THE ARCHITECT'S ATTENTION IN WRITING, FOR CLARIFICATION. IMPROPERLY INSTALLED WORK SHALL BE CORRECTED BY THE GENERAL CONTRACTOR @ HIS/HER EXPENSE & @ NO EXPENSE TO THE ARCHITECT, HIS CONSULTANTS, OR THE OWNER.
15. THE ARCHITECT SHALL BE CONSULTED IN ALL CASES WHERE CUTTING INTO AN EXISTING STRUCTURAL PORTION OF ANY BLDG. IS EITHER EXPEDIENT OR NECESSARY. PRIOR TO PROCEDING w/ WORK, REINFORCEMENT &/OR SUPPORT SATISFACTORY TO ARCHITECTS & STRUCTURAL ENGINEER SHALL BE PROVIDED BY CONTRACTOR.
16. TEMPORARY PEDESTRIAN PROTECTION SHALL BE PROVIDED AS REQUIRED BY LOCAL REGULATIONS & COUNTY CODE.
17. FINAL CLEAN UP & DISPOSAL: REMOVE DEBRIS, RUBBISH & WASTE MATERIAL FROM THE OWNER'S PROPERTY TO A LAWFUL DISPOSAL AREA & PAY ALL HAULING & DUMPING COSTS. CONFORM TO PERTAINING FEDERAL STATE & LOCAL LAWS, REGULATIONS & ORDERS. UPON COMPLETION OF WORK, ALL CONSTRUCTION AREAS SHALL BE LEFT VACUUM-CLEAN & FREE FROM DEBRIS. CLEAN ALL DUST, DIRT, STAINS, HAND MARKS, PAINT SPOTS, DROPPINGS, & OTHER BLEMISHES.
18. IF THE CONTRACTOR ASCERTAINS @ ANY TIME THAT REQUIREMENT OF THIS CONTRACT CONFLICT w/, OR ARE IN VIOLATION OF, APPLICABLE LAWS, CODES, REGULATIONS & ORDINANCES, HE/SHE SHALL NOT PROCEED w/ WORK IN QUESTION, EXCEPT @ HIS/HER OWN RISK, UNTIL THE ARCHITECT HAS BEEN NOTIFIED IN WRITING & WRITTEN DETERMINATION IS MADE BY THE ARCHITECT. WHERE COMPLETED OR PARTIALLY COMPLETED WORK IS DISCOVERED TO BE IN VIOLATION w/ APPLICABLE LAWS, CODES, REGULATIONS & ORDINANCES, CONTRACTOR SHALL BE REQUIRED TO REMOVE THAT WORK FROM THE PROJECT & REPLACE SUCH WORK w/ ALL NEW COMPLYING WORK @ NO ADDITIONAL COST TO THE OWNER OR ARCHITECT.
19. ANY WORK INSTALLED IN CONFLICT w/ THE CONTRACT DOCUMENTS SHALL BE CORRECTED BY THE CONTRACTOR @ HIS/HER EXPENSE & @ NO ADDITIONAL EXPENSE TO THE OWNER, ARCHITECT, OR CONSULTANTS.
20. STAIR ASSEMBLY:
   HEADROOM 6'-8" MIN AND WIDTH 3'-0" MIN
   THE MAXIMUM RISER HEIGHT SHALL BE 7-3/4". OPEN RISERS ARE PERMITTED PROVIDED THAT THE OPENING BETWEEN TREADS IS LESS THAN 4".
   THE MINIMUM TREAD DEPTH SHALL BE 10"
   HANDRAILS SHALL BE PROVIDED ON AT LEAST ONE SIDE OF EACH CONTINUOUS RUN OF TREADS OR FLIGHT WITH 4 OR MORE RISERS. HANDRAIL HEIGHT SHALL NOT BE LESS THAN
   34" AND NOT MORE THAN 38". HANDRAILS FOR STAIRWAYS SHALL BE CONTINUOUS FOR THE FULL LENGTH OF THE FLIGHT, FROM THE TOP TO THE BOTTOM RISER. HANDRAILS SHALL RETURN. HANDRAILS ADJACENT TO A WALL SHALL BE A SPACE OF NOT LESS THAN 1-1/2" FROM THE WALL TO THE HANDRAIL.
   OPEN GUARDRAILS SHALL HAVE INTERMEDIATE RAILS OR ORNAMENTAL PATTERN SUCH THAT A SPHERE OF 4" OR MORE IN DIAMETER CANNOT PASS THROUGH.
   DOORS TO THE EXTERIOR SHALL HAVE A MAX 7-3/4" STEP TO A MINIMUM 36" DEEP LANDING, BUT THE DOOR MAY NOT SWING OVER THE LANDING.
   PORCHES, BALCONIES OR RAISED FLOOR SURFACES MORE THAN 30" ABOVE THE FLOOR OR GRADE SHALL HAVE GUARD RAILS NOT LESS THAN 36" IN HEIGHT.



2015 IECC COMPLIANCE.NOTES

METHOD OF COMPLIANCE:

1. PROJECT SHALL COMPLY w/ THE 2015 IECC RESIDENTIAL PROVISIONS AND THE 2015 IRC, CHAPTER 11
2. ALL MANDATORY REQUIREMENTS IN IECC SECTIONS R401 THROUGH R404 AND IRC SECTIONS N1101.14 THROUGH N1104 SHALL BE MET
3. COMPLIANCE SHALL BE SHOWN USING METHOD 1 PRESCRIPTIVE, IECC SECTION R401 THROUGH R404 AND IRC SECTION N110.14 THROUGH N1104)
4. THE ENERGY COMPLIANCE SUBMITTAL SHALL INCLUDE:
   A. METHOD OF COMPLIANCE: PRESCRIPTIVE
   B. FOR BUILDING PLANS AND SECTIONS SHOWING THE BUILDING THERMAL ENVELOPE, RE: A.09
   C. SEE ADJACENT NOTES SHOWING INSULATION VALUES
   D. SEE PLAN AND WALL SECTION DETAIL KEY NOTES AND WALL ASSEMBLIES FOR MATERIALS
   E. SEE ADJACENT NOTES SHOWING FENESTRATION VALUES
   F. SEE ADJACENT AIR SEALING DETAILS
   G. SEE ATTACHED ACCA MANUAL J CALCULATIONS
   H. FOR HVAC EQUIPMENT SIZING AND INFORMATION.
5. RESIDENTIAL ENERGY EFFICIENCY CERTIFICATE OF COMPLIANCE AS REQUIRED IN IECC SECTION R401.3 AND IRC SECTION N1101.14, A PERMANENT CERTIFICATE SHALL BE COMPLETED BY THE BUILDER AND POSTED ON A WALL IN THE SPACE WHERE THE FURNACE IS LOCATED. THE CERTIFICATE MUST BE POSTED BY THE TIME OF THE PROJECT'S FINAL INSPECTION AND SHALL USE THE INCLUDED ENERGY COMPLIANCE CERTIFICATE FOR POSTING.
6. BLOWER DOOR AND DUCT LEAKAGE TESTING RESULTS SHALL BE PERFORMED BY ENERGY LOGIC AND SUBMITTED AT THE TIME OF FINAL INSPECTION.

PLEASE NOTE: IN ADDITION TO THE AIR SEALING DETAILS SHOWN ON SHEET A0.8, THE FOLLOWING CONSTRUCTION METHODS SHALL BE EMPLOYED WHERE APPLICABLE TO COMPLY w/ THE REQUIREMENTS OF IECC R402.1.1 AND R402.2.1:

1. 2 OR 3 STUD INSULATED CORNERS
2. LADDER BLOCKING WHERE INTERIOR WALLS MEET EXTERIOR WALLS TO FULLY INSULATE THEM
3. INSULATED HEADERS
4. SEALING THE DRYWALL TO THE TOP PLATE ADJACENT TO THE VENTILATED ATTIC
5. RAFTER FRAMING AND BLOCKING TO ENSURE THAT INSULATION CAN FULLY COVER THE TOP PLATE

INSULATION AND FENESTRATION COMPONENTS TO COMPLY WITH N1102.1.2

TABLE BELOW FROM 2015 IECC TABLE R402.1.2 (AS AMENDED BY CITY OF ASPEN ORDINANCE 40, 2016)

CLIMATE ZONE	FENESTRATION U-FACTOR	SKYLIGHT U-FACTOR	GLAZED FENESTRATION SHGC	CEILING R-VALUE
7	0.28	0.55	NR	49

WOOD FRAMED WALL R-VALUE	MASS WALL R-VALUE	FLOOR R-VALUE	BASEMENT WALL R-VALUE
20+5 OR 13+10	19/21	38 OR R-19 MIN.	15/19

SLAB R-VALUE & DEPTH	CRAWL SPACE WALL R-VALUE
10, 4 FT	15/19

AIR BARRIER & INSULATION.INSTALLATION

THE COMPONENTS OF THE BUILDING THERMAL ENVELOPE SHALL BE INSTALLED IN ACCORDANCE w/ THE MANUFACTURER'S INSTRUCTIONS AND THE CRITERIA LISTED IN IECC TABLE R402.4.1.1, AS ENUMERATED BELOW, WHETHER OR NOT INDICATED ON THE DRAWINGS:

COMPONENT	AIR BARRIER CRITERIA	INSULATION INSTALLATION CRITERIA
GENERAL REQUIREMENTS	A CONTINUOUS AIR BARRIER SHALL BE INSTALLED IN THE BUILDING ENVELOPE. THE EXTERIOR THERMAL ENVELOPE CONTAINS A CONTINUOUS AIR BARRIER. BREAKS OR JOINTS IN THE AIR BARRIER SHALL BE SEALED.	AIR-PERMEABLE INSULATION SHALL NOT BE USED AS A SEALING MATERIAL.
CEILINGS/ATTIC	THE AIR BARRIER IN ANY DROPPED CEILING/SOFFIT SHALL BE ALIGNED w/ THE INSULATION & ANY GAPS IN THE AIR BARRIER SHALL BE SEALED. ACCESS OPENINGS, DROP DOWN STAIRS, OR KNEE WALL DOORS TO UNCONDITIONED ATTIC SPACES SHALL BE SEALED.	THE INSULATION IN ANY DROPPED CEILING/SOFFIT SHALL BE ALIGNED w/ THE AIR BARRIER.
WALLS	THE JUNCTION OF THE FOUNDATION & SILL PLATE SHALL BE SEALED. THE JUNCTION OF THE TOP PLATE & THE TOP OF EXTERIOR WALLS SHALL BE SEALED. KNEE WALLS SHALL BE SEALED.	CAVITIES WITHIN CORNERS & HEADERS OF FRAME WALLS SHALL BE INSULATED BY COMPLETELY FILLING THE CAVITY w/ A MATERIAL HAVING A THERMAL RESISTANCE OF R-3 PER INCH MINIMUM. EXTERIOR THERMAL ENVELOPE INSULATION FOR FRAMED WALLS SHALL BE INSTALLED IN SUBSTANTIAL CONTACT & CONTINUOUS ALIGNMENT w/ THE AIR BARRIER.
WINDOWS, SKYLIGHTS, & DOORS	THE SPACE BETWEEN WINDOW/DOOR JAMBS & FRAMING, & SKYLIGHTS & FRAMING SHALL BE SEALED.	
RIM JOISTS	RIM JOISTS SHALL INCLUDE THE AIR BARRIER.	RIM JOISTS SHALL BE INSULATED. 2" CLOSED CELL SPRAY FOAM & R12 BATT
FLOORS (INCLUDING CANTILEVERED FLOORS)	THE AIR BARRIER SHALL BE INSTALLED AT ANY EXPOSED EDGE OF INSULATION.	FLOOR FRAMING CAVITY INSULATION SHALL BE INSTALLED TO MAINTAIN PERMANENT CONTACT w/ THE UNDERSIDE OF SUBFLOOR DECKING, OR FLOOR FRAMING CAVITY INSULATIONS SHALL BE PERMITTED TO BE IN CONTACT w/ THE TOP SIDE OF SHEATHING, OR CONTINUOUS INSULATION INSTALLED ON THE UNDERSIDE OF FLOOR FRAMING & EXTENDS FROM THE BOTTOM TO THE TOP OF ALL PERIMETER FLOOR FRAMING MEMBERS.
CRAWL SPACE WALLS	EXPOSED EARTH IN UNVENTED CRAWL SPACES SHALL BE COVERED w/ A CLASS I VAPOR RETARDER w/ OVERLAPPING JOINTS TAPED.	WHERE PROVIDED INSTEAD OF FLOOR INSULATION, INSULATION SHALL BE PERMANENTLY ATTACHED TO THE CRAWLSPACE WALLS.
SHAFTS, PENETRATIONS	DUCT SHAFTS, UTILITY PENETRATIONS, & FLUE SHAFTS OPENING TO EXTERIOR OR UNCONDITIONED SPACE SHALL BE SEALED.	
NARROW CAVITIES		BATTS IN NARROW CAVITIES SHALL BE CUT TO FIT, OR NARROW CAVITIES SHALL BE FILLED BY INSULATION THAT ON INSTALLATION READILY CONFORMS TO THE AVAILABLE CAVITY SPACE.
GARAGE SEPARATION	AIR SEALING SHALL BE PROVIDED BETWEEN THE GARAGE & CONDITIONED SPACES.	
RECESSED LIGHTING	RECESSED LIGHT FIXTURES INSTALLED IN THE BUILDING THERMAL ENVELOPE SHALL BE SEALED TO THE DRYWALL.	RECESSED LIGHT FIXTURES INSTALLED IN THE BUILDING THERMAL ENVELOPE SHALL BE AIR TIGHT & IC RATED.
PLUMBING & WIRING		BATT INSULATION SHALL BE CUT NEATLY TO FIT AROUND WIRING & PLUMBING IN EXTERIOR WALLS, OR INSULATION THAT ON INSTALLATION READILY CONFORMS TO AVAILABLE SPACE SHALL EXTEND BEHIND PIPING & WIRING.
SHOWER/TUB ON EXTERIOR WALL	THE AIR BARRIER INSTALLED AT EXTERIOR WALLS ADJACENT TO SHOWERS & TUBS SHALL SEPARATE THEM FROM THE SHOWERS & TUBS.	EXTERIOR WALLS ADJACENT TO SHOWERS & TUBS SHALL BE INSULATED
ELECTRICAL/PHONE BOX ON EXTERIOR WALLS	THE AIR BARRIER SHALL BE INSTALLED BEHIND ELECTRICAL OR COMMUNICATION BOXES OR AIR-SEALED BOXES SHALL BE INSTALLED.	THE AIR BARRIER SHALL BE INSTALLED BEHIND ELECTRICAL OR COMMUNICATION BOXES OR AIR-SEALED BOXES SHALL BE INSTALLED.
HVAC REGISTER BOOTS	HVAC REGISTER BOOTS THAT PENETRATE THE BUILDING THERMAL ENVELOPE SHALL BE SEALED TO THE SUBFLOOR OR DRYWALL.	HVAC REGISTER BOOTS THAT PENETRATETHE BUILDING THERMAL ENVELOPE SHALL BE SEALED TO THE SUBFLOOR OR DRYWALL.
CONCEALED SPRINKLERS	WHEN REQUIRED TO BE SEALED, CONCEALED FIRE SPRINKLERS SHALL ONLY BE SEALED IN A MANNER THAT IS RECOMMENDED BY THE MANUFACTURER. CAULKING OR OTHER ADHESIVE SEALANTS SHALL NOT BE USED TO FILL VOIDS BETWEEN FIRE SPRINKLER COVER PLATES &	WHEN REQUIRED TO BE SEALED, CONCEALED FIRE SPRINKLERS SHALL ONLY BE SEALED IN A MANNER THAT IS RECOMMENDED BY THE MANUFACTURER. CAULKING OR OTHER ADHESIVE SEALANTS SHALL NOT BE USED TO FILL VOIDS BETWEEN FIRE SPRINKLER COVER

2021 IECC COMPLIANCE.NOTES

INSULATION & R-VALUES

CEILING / ROOF	R-60 MIN.	9" CLOSED CELL SPRAY FOAM @ R-6.7/IN. = R-60.3 TOTAL INSULATION R VALUE: 60.3
EXTERIOR WOOD FRAME WALLS	R-30 MIN. R-20+5ci R-13+10ci R-0+20ci	1.25" ROCKWOOL COMFORTBOARD 80, (CONTINUOUS EXTERIOR INSUL.) = @ R-4.2/IN. = R-5.25 ON WRB + AB, w/ DENSE PACKED CELLULOSE CAVITY INSULATION, FULL HEIGHT OF WALL, TYP. 5.5" CAVITY DEPTH @ R-4/IN = R-22 w/ CLASS II VAPOR RETARDER ON INTERIOR SIDE OF WALL TO COMPLY WITH R702.7, TOTAL INSULATION R VALUE: R-27.25
BASEMENT WALLS	R-19 MIN. R-0+15ci R-13+5ci	R19 (5.5" THICK) BATT INSULATION
SLAB	R-0+10ci MIN.	2" RIGID INSULATION UNDER SLABS ON GRADE OR LESS THAN 48" BELOW GRADE 1" RIGID INSULATION PROVIDED AT ALL OTHER SLABS

FENESTRATION U VALUES

WINDOWS	U-.30	PELLA ARCHITECT SERIES CONTEMPORARY ALUMINUM CLAD WOOD WINDOWS & DOORS, DUAL-PANE INSULATED GLAZING, SUN DEFENSE LOW-E IG, PEL-N-30-13230-00002
MULTI-SLIDE WINDOW	U-.30	PELLA ARCHITECT SERIES CONTEMPORARY ALUMINUM CLAD WOOD MULTI-SLIDE, DUAL PANE INSULATED GLAZING, ADVANCEDCOMFORT LOW-E IG, PEL-N-250-00524-00001
DOORS (PATIO)	U-.30	PELLA ARCHITECT SERIES CONTEMPORARY ALUMINUM CLAD WOOD SWING DOOR, DUAL-PANE GLAZING, E LOW-E IG, PEL-N-212-02765-00001
SKYLIGHTS	U-.55	VELUX FCM SKYLIGHT, TEMPERED OVER HEAT LAMINTED HEAT STRENGTHENED 0.02 LoE3, ARGON FILLED IGU
SKYLIGHTS	U-.55	DALYTE DOME, FIBERGLASS SELF FLASHING CURB, CIR-96, DOUBLE BRONZE OVER CLEAR ACRYLIC GLAZING

- ALL HVAC DUCTWORK IS LOCATED WITHIN THE THERMAL ENVELOPE AND THEREFORE DOES NOT REQUIRE INSULATION
- ALL INTERIOR PARTITION WALLS SHALL BE FILLED w/ ACOUSTIC BATT INSULATION (TYP.)
- ALL FLOOR / CEILING CAVITIES SHALL BE FILLED w/ ACOUSTIC BATT INSULATION (TYP.)
- ALL FRAME WALLS TO RECIEVE CLASS I VAPOR RETARDER ON INTERIOR SIDE TO COMPLY WITH R702.7
- IN ADDITION TO SECTION N1102.1, INSULATION FOR ENVELOPE ASSEMBLIES SHALL COMPLY WITH SECTIONS N1102.2.1 THROUGH N1102.2.13 AS REQUIRED FOR EACH INDIVIDUAL ENVELOPE ASSEMBLY TYPE.
- IN ADDITION TO SECTION N1102.1 FENESTRATION SHALL COMPLY WITH SECTIONS N1102.3.1 THROUGH N1102.3.5
- PERMANENTLY INSTALLED LIGHTING FIXTURES SHALL BE CONTROLLED WITH EITHER A DIMMER, AN OCCUPANT SENSOR CONTROL OR OTHER CONTROL THAT IS INSTALLED OR BUILT INTO THE FIXTURE
  - LIGHTING CONTROL SHALL NOT BE REQUIRED FOR THE FOLLOWING: BATHROOMS, HALLWAYS, EXTERIOR LIGHTING FIXTURES, LIGHTING FOR SAFETEY
- WHERE TOTAL PERMANENTLY INSTALLED EXTERIOR LIGHTING POWER IS GREATER THAN 30 WATTS, THE PERMANENTLY INSTALLED EXTERIOR LIGHTING SHALL COMPLY WITH THE FOLLOWING
  - LIGHTING SHALL BE CONTROLLED BY A MANUAL ON AND OFF SWITCH WHICH PERMITS AUTOMATIC SHUT-OFF ACTIONS.
  - LIGHTING SHALL BE AUTOMATICALLY SHUT OFF WHEN DAYLIGHT IS PRESENT AND SATISFIES THE LIGHTING NEEDS
  - CONTROLS THAT OVERRIDE AUTOMATIC SHUT-OFF ACTIONS SHALL NOT BE ALLOWED UNLESS THE OVERRIDE AUTOMATICALLY RETURNS AUTOMATIC CONTROL TO ITS NORMAL OPERATION WITHIN 24 HOURS.

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.KEVIN .STEPHENSON
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STATE OF COLORADO 10.06.2023 CHRISTOPHER WILLIAM DAVIS 400094 LICENSED ARCHITECT

OWNERS:
ADAM AND LAINIE MINNICK

LOCATION:
1010 TWO ELK LANE
MINTURN, COLORADO 81645

11/17 | 2023 DESIGN REVIEW

GENERAL NOTES AND ASSEMBLIES

TWO.ELK

BOSS. ARCHITECTURE
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303.377.6326 | F
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A0.1

GARY R. GILMAN
JULIE M. STOKEN
PO BOX 1550
VAIL, CO 81658

PARCEL #210336310001
JOHN & CAROLINE OSBORNE
3454 NEWARK ST NW
WASHINGTON DC 20016

PARCEL #210336310006
JOHN & CAROLINE OSBORNE
3454 NEWARK ST NW
WASHINGTON DC 20016

EAGLE RIVER

PARCEL #210336310003
1010 TWO ELK LANE
MINTURN, CO 81645

PARCEL #210336310005
ADAM & ELENI MINNICK
452 LEYDEN ST
DENVER CO 80220

HIGHWAY 24

CROSS CREEK

CROSS CREEK ROAD

1 VICINITY MAP
NOT TO SCALE

•CHRISTOPHER.DAVIS
•KEVIN .STEPHENSON

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STATE OF COLORADO
12.06.2023
CHRISTOPHER WILLIAM DAVIS
400094
LICENSED ARCHITECT

OWNERS:
ADAM AND LAINIE MINNICK

LOCATION:
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MINTURN, COLORADO 81645

|2023 DESIGN REVIEW

VICINITY MAP

TWO.ELK

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0.2

SURVEYORS CERTIFICATE:

Certified to: ADAM & ELENI MINNICK 452 LEYDEN ST., DENVER CO. 80220-5954

I Michael J. Post, a registered Professional Land Surveyor in the State of Colorado, do hereby certify that on 12/9/2023 this Improvement Survey Plat was performed under my supervision and that dimensions accurately represent said survey.

Michael J. Post
Colorado P.L.S. 30116

Date: 4/23/2024

MICHAEL J. POST 30116 PROFESSIONAL LAND SURVEYOR

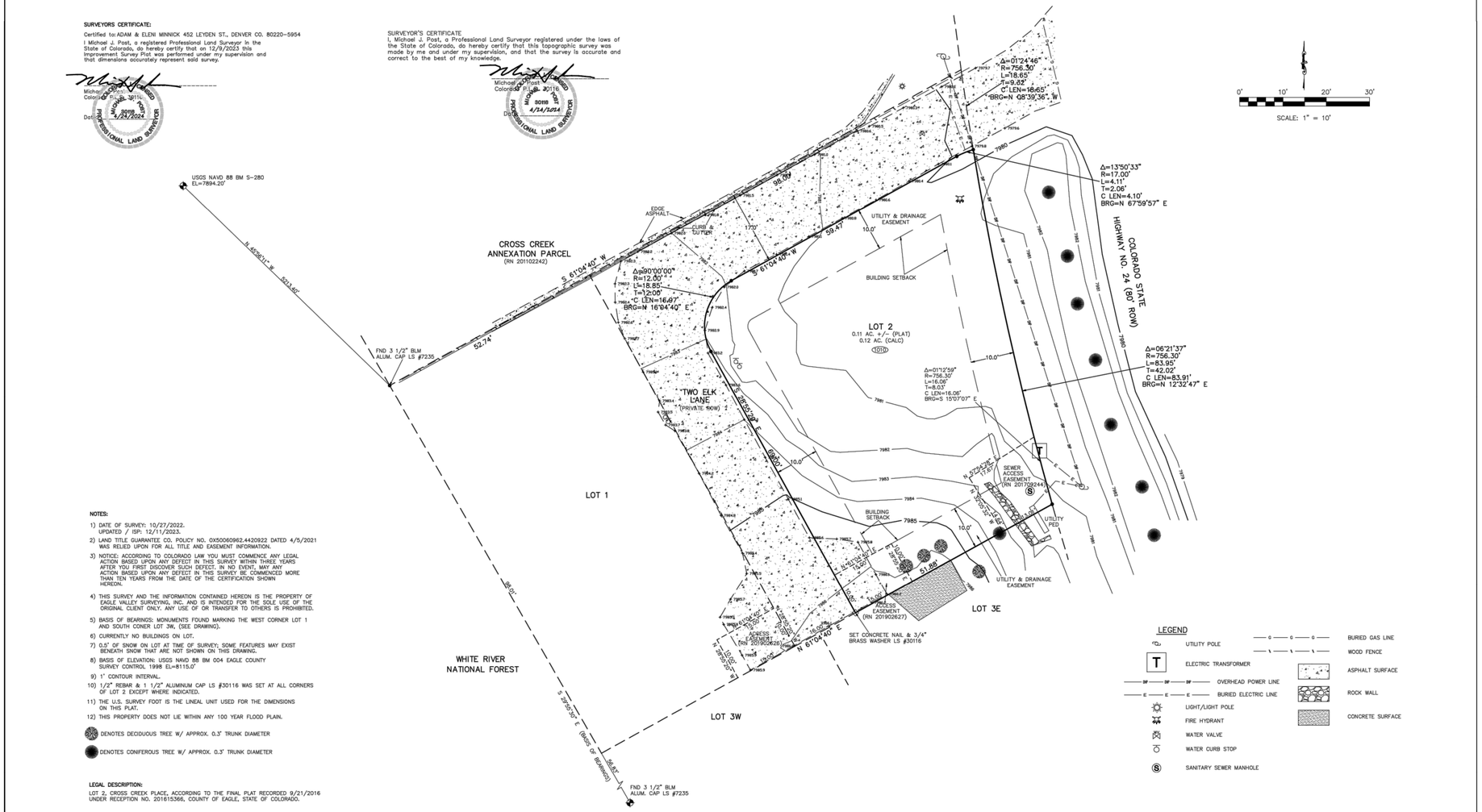
SURVEYOR'S CERTIFICATE

I, Michael J. Post, a Professional Land Surveyor registered under the laws of the State of Colorado, do hereby certify that this topographic survey was made by me and under my supervision, and that the survey is accurate and correct to the best of my knowledge.

Michael J. Post
Colorado P.L.S. 30116

Date: 4/24/2024

MICHAEL J. POST 30116 PROFESSIONAL LAND SURVEYOR



NOTES:

1) DATE OF SURVEY: 10/27/2022.
UPDATED / ISP: 12/11/2023.
2) LAND TITLE GUARANTEE CO. POLICY NO. OX50060962.4420922 DATED 4/5/2021 WAS RELIED UPON FOR ALL TITLE AND EASEMENT INFORMATION.
3) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
4) THIS SURVEY AND THE INFORMATION CONTAINED HEREON IS THE PROPERTY OF EAGLE VALLEY SURVEYING, INC. AND IS INTENDED FOR THE SOLE USE OF THE ORIGINAL CLIENT ONLY. ANY USE OF OR TRANSFER TO OTHERS IS PROHIBITED.
5) BASIS OF BEARINGS: MONUMENTS FOUND MARKING THE WEST CORNER LOT 1 AND SOUTH CORNER LOT 3W. (SEE DRAWING).
6) CURRENTLY NO BUILDINGS ON LOT.
7) 0.5' OF SNOW ON LOT AT TIME OF SURVEY; SOME FEATURES MAY EXIST BENEATH SNOW THAT ARE NOT SHOWN ON THIS DRAWING.
8) BASIS OF ELEVATION: USGS NAVD 88 BM 004 EAGLE COUNTY SURVEY CONTROL 1998 EL=8115.0'
9) 1' CONTOUR INTERVAL.
10) 1/2" REBAR & 1 1/2" ALUMINUM CAP LS #30116 WAS SET AT ALL CORNERS OF LOT 2 EXCEPT WHERE INDICATED.
11) THE U.S. SURVEY FOOT IS THE LINEAL UNIT USED FOR THE DIMENSIONS ON THIS PLAT.
12) THIS PROPERTY DOES NOT LIE WITHIN ANY 100 YEAR FLOOD PLAIN.

DENOTES DECIDUOUS TREE W/ APPROX. 0.3' TRUNK DIAMETER

DENOTES CONIFEROUS TREE W/ APPROX. 0.3' TRUNK DIAMETER

LEGAL DESCRIPTION:

LOT 2, CROSS CREEK PLACE, ACCORDING TO THE FINAL PLAT RECORDED 9/21/2016 UNDER RECEPTION NO. 201615366, COUNTY OF EAGLE, STATE OF COLORADO.

EAGLE VALLEY SURVEYING, INC.
41199 HIGHWAY 6 & 24, EAGLE-VAIL
P.O. BOX 1230
EDWARDS, CO. 81632
(970)949-1406

3518-T-ISP-L2-2023-24	DATE: 3/2024
DRN. BY: M. POST	PAGE: 1 OF 1

TOPOGRAPHIC SURVEY
IMPROVEMENT SURVEY PLAT
LOT 2, CROSS CREEK PLACE
TOWN OF MINTURN, EAGLE COUNTY, COLORADO

JOB No. 3518

1 SURVEY
1/4" : 1'

BOSS ARCHITECTURE
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STATE OF COLORADO
12.06.2022
CHRISTOPHER WILLIAM DAVIS
400094
LICENSED ARCHITECT

OWNERS:
ADAM AND LAINIE MINNICK

LOCATION:
1010 TWO ELK LANE
MINTURN, COLORADO 81645

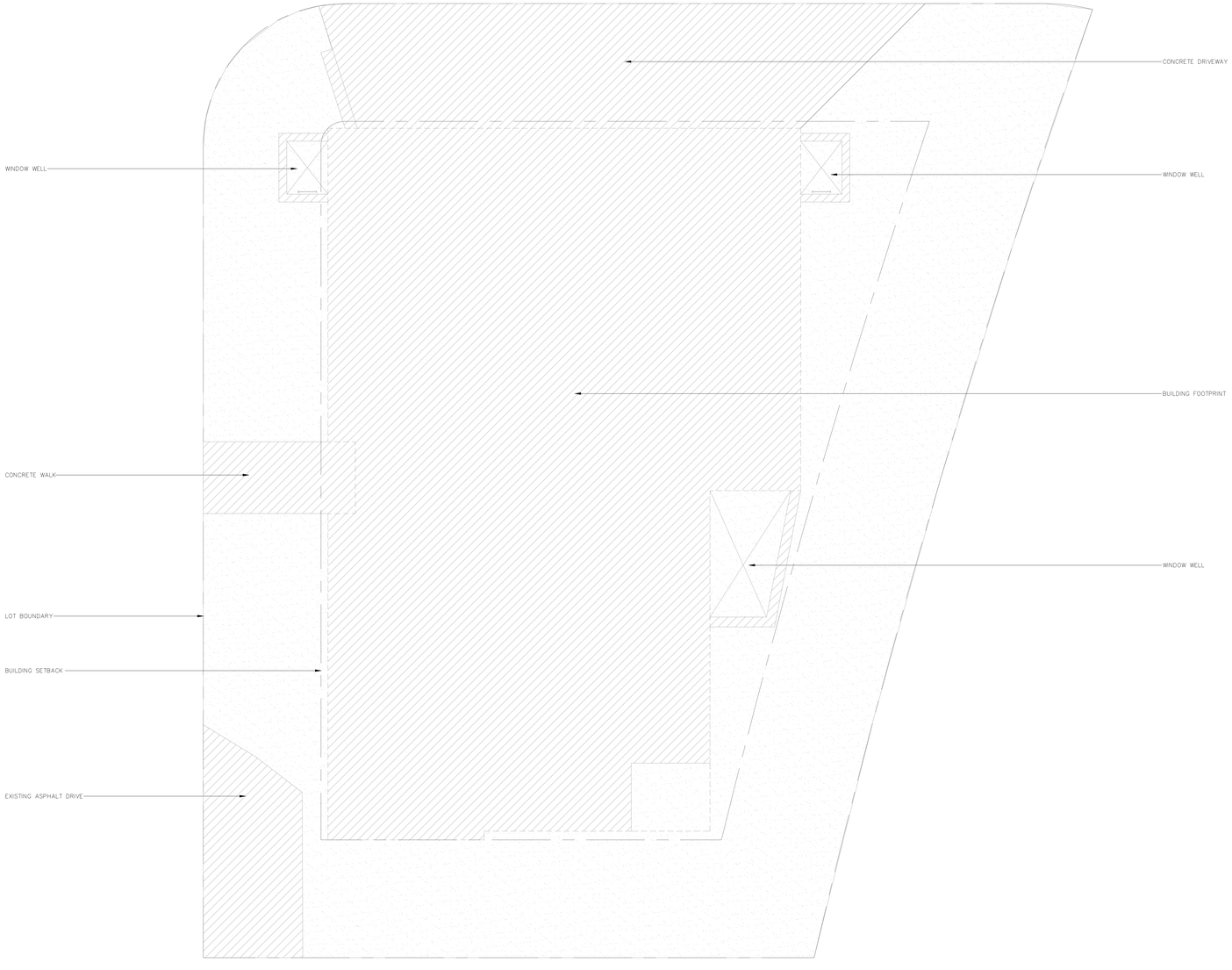
2023 DESIGN REVIEW

2 2024 (REVISION.02)

SURVEY

TWO.ELK

A0.3



LOT COVERAGE.SQ. FT.

LOT COVERAGE	
LOT SIZE	5,068 SF (.11 ACRES)
ALLOWABLE	2,534 SF (50%)
PROPOSED	2,355 SF (46%)
IMPERVIOUS	
ALLOWABLE	3,040.8 SF (60%)
PROPOSED	
BUILDING	2,218.57 SF
SITE ELEMENTS	701.1 SF
TOTAL	2,919.67 SF (57.6%)
PERVIOUS	
ALLOWABLE	NO MAX
PROPOSED	2,205.9 SF (43%)

PLAN.MATERIALS

IMPERVIOUS SURFACE

PERVIOUS SURFACE

1 LOT COVERAGE DIAGRAM
1/4" : 1'

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|2023 DESIGN REVIEW

LOT COVERAGE DIAGRAM

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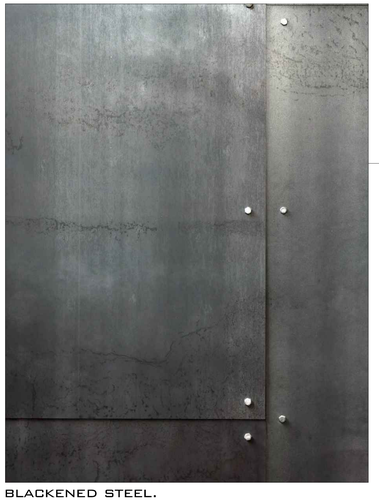
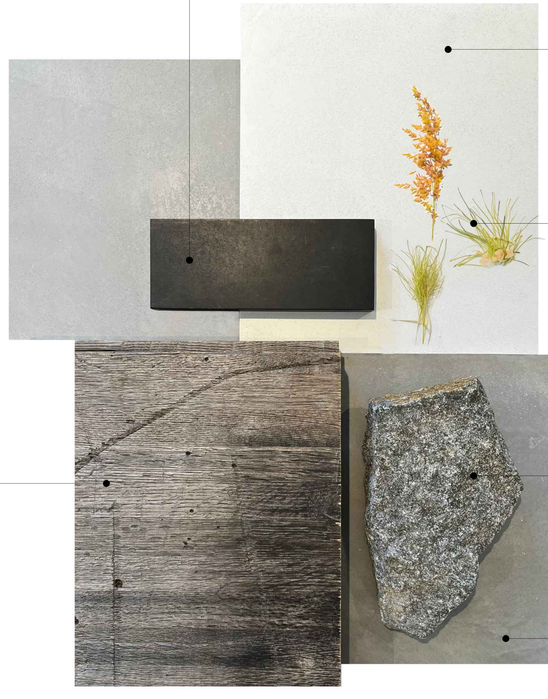
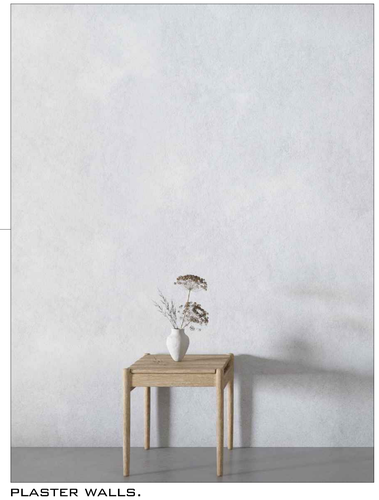


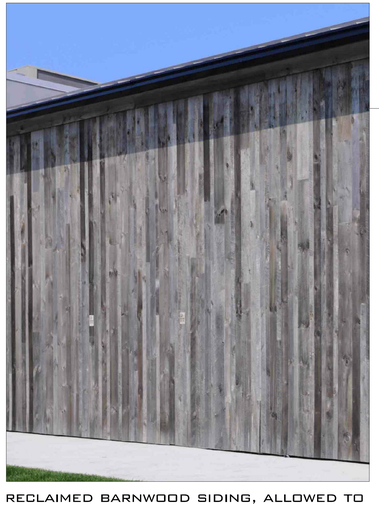
BLACKENED STEEL.
TO BE USED AT GARAGE DOOR, FLASHING, MULLION CAPS, AND COLUMNS.





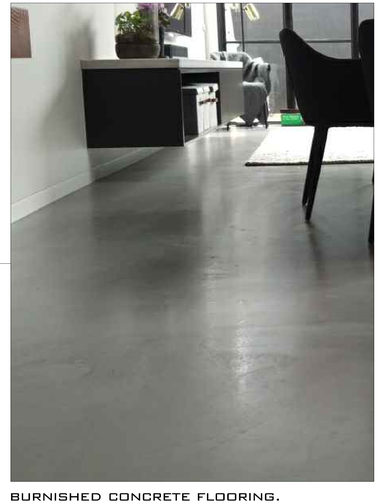
PLASTER WALLS.
TO BE USED AT INTERIOR ON ALL FRAMED WALLS

HEAVY TIMBERS WITH STEEL PLATES AND BOLTS



RECLAIMED BARNWOOD SIDING, ALLOWED TO AGE AND WEATHER NATURALLY.
TO BE USED AT ALL EXTERIOR FRAMED WALLS.

ROOF MATERIAL
BLACK EPDM ROOFING MEMBRANE
ON ALL ROOFS



BURNISHED CONCRETE FLOORING.
TO BE USED ON ALL FLOORS AS FINISH MATERIAL.

NATIVE LANDSCAPE.
NATIVE GRASS SEED MIX
AND GRANITE BOULDERS FOUND DURING EXCAVATION
TO BE USED AS LANDSCAPE ELEMENTS.

MATERIAL PALETTE
NOT TO SCALE

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12.06.2023
CHRISTOPHER WILLIAM DAVIS
400094
LICENSED ARCHITECT

OWNERS:
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LOCATION:
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MATERIAL PALETTE

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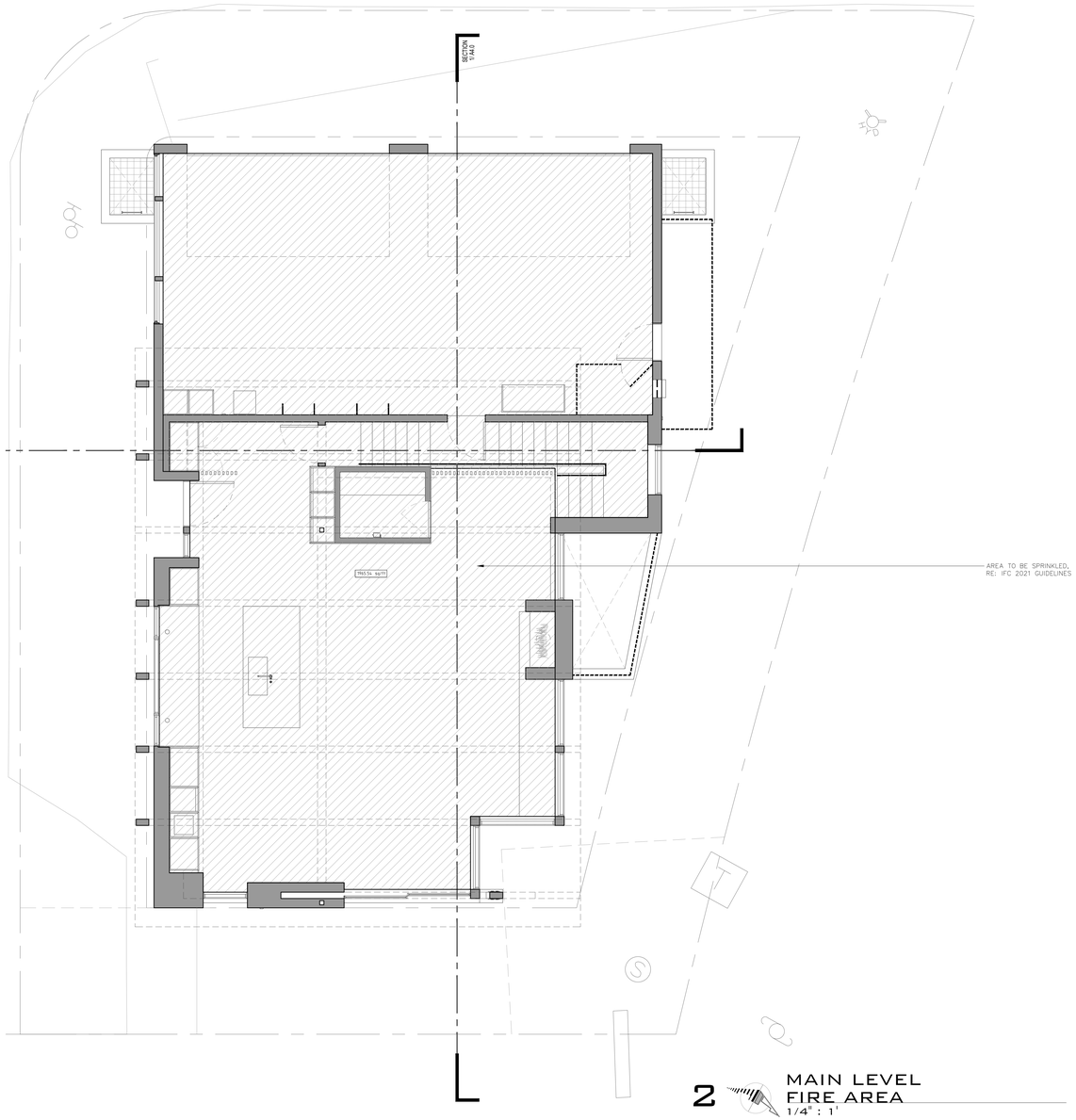
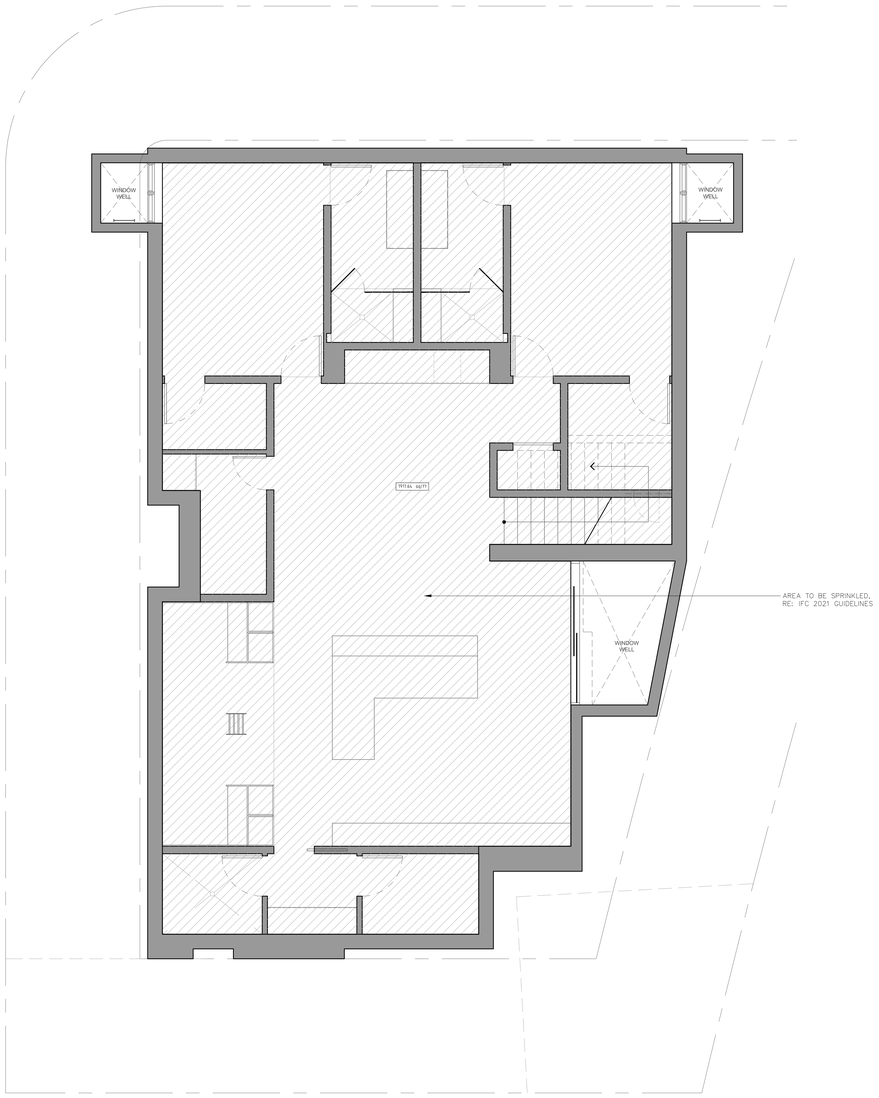


2 MAIN LEVEL
FIRE AREA
1/4" : 1'



1 BASEMENT LEVEL
FIRE AREA
1/4" : 1'

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CHRISTOPHER
WILLIAM
DAVIS
400094
LICENSED ARCHITECT

OWNERS:
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LOCATION:
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|2023 DESIGN REVIEW

FIRE PROTECTION PLAN

TWO.ELK
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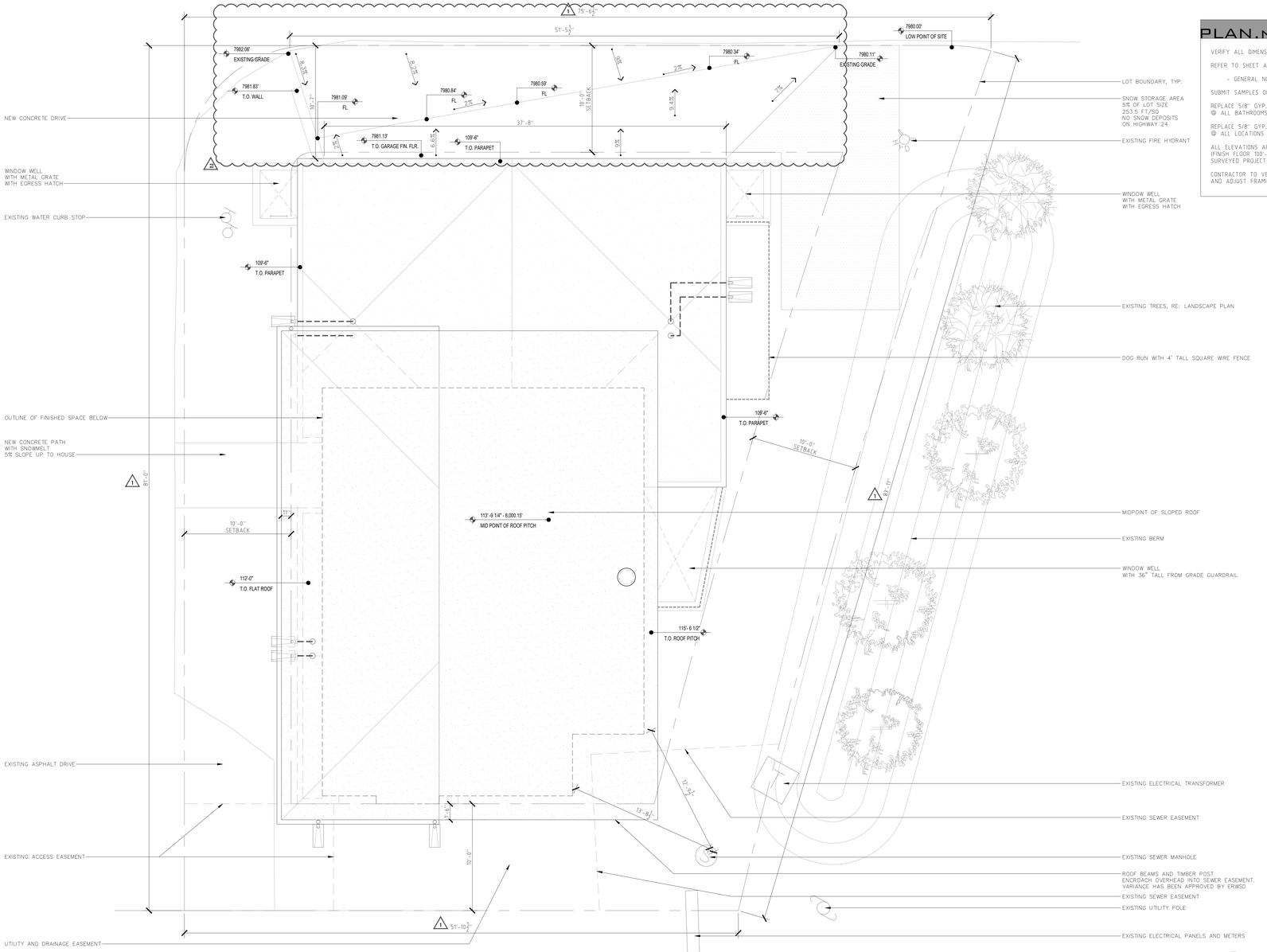

1 SITE PLAN
1/4" : 1'

PLAN.NOTES

VERIFY ALL DIMENSIONS IN FIELD.

REFER TO SHEET A0.1 FOR THE FOLLOWING INFORMATION:

- GENERAL NOTES

SUBMIT SAMPLES OF ALL MATERIALS FOR APPROVAL.

REPLACE 5/8" GYP. BD. WITH 5/8" 'GREEN BOARD'
@ ALL BATHROOMS & WET LOCATIONS, (NOT TO RECEIVE TILE).

REPLACE 5/8" GYP. BD. WITH 5/8" 'CEMENTITIOUS TILE BACKER BOARD'
@ ALL LOCATIONS TO RECEIVE TILE.

ALL ELEVATIONS ARE RELATIVE TO T.O. FIN FLOOR 100'-0"
(FINISH FLOOR 100'-0" = 7985.38" RELATIVE TO
SURVEYED PROJECT BENCHMARK, REC(VL)

CONTRACTOR TO VERIFY ASSEMBLY THICKNESSES,
AND ADJUST FRAMING AS REQUIRED TO ACHIEVE INTENDED FINISH ALIGNMENTS.

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MINTURN, COLORADO 81645

	2023 DESIGN REVIEW
1	2024 (REVISION.01)
2	2024 (REVISION.02)

SITE PLAN

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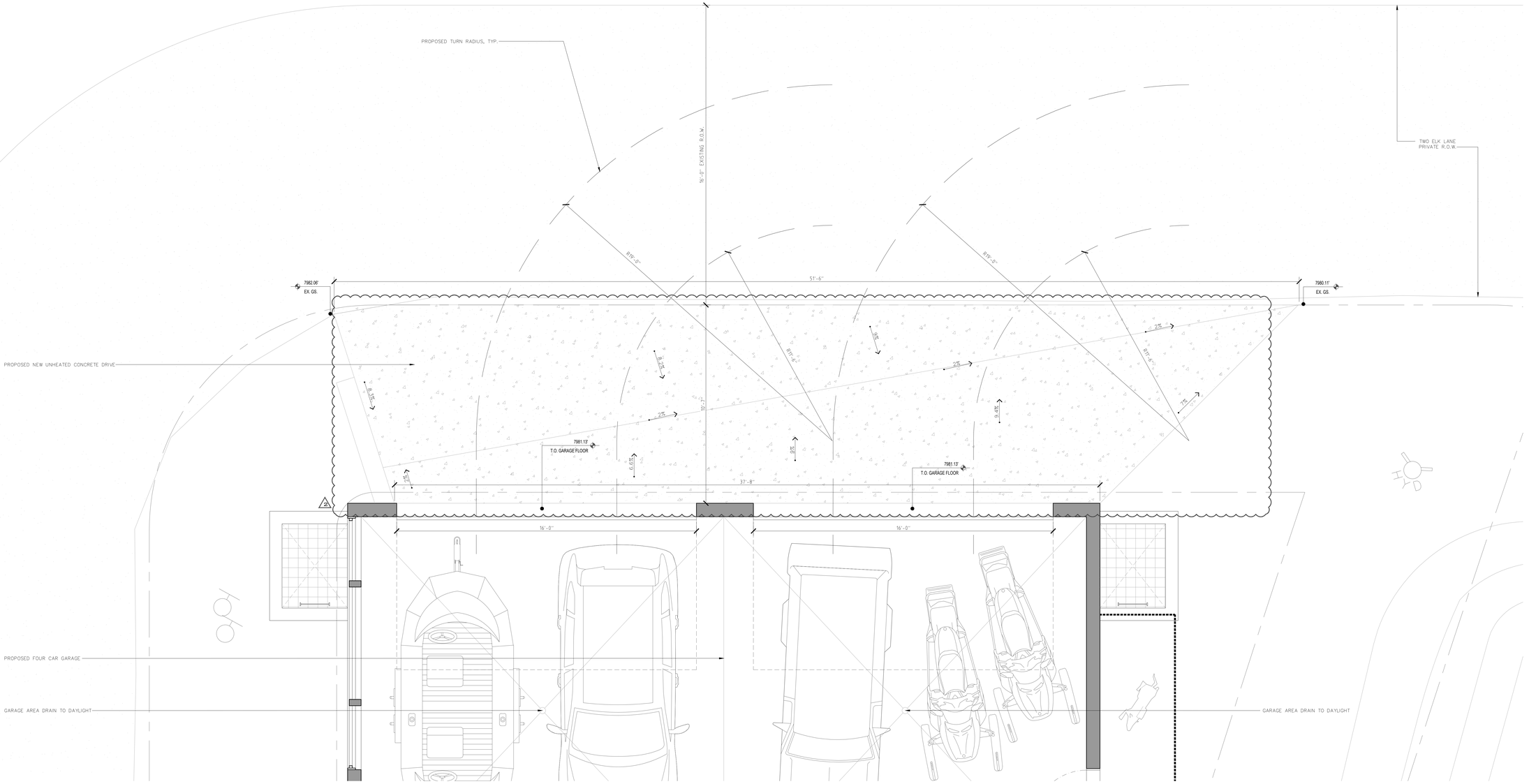
2 1 A 1.0



1 DRIVEWAY AND PARKING DIAGRAM
1/2" : 1'

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STATE OF COLORADO
12.06.2023
CHRISTOPHER WILLIAM DAVIS
400094
LICENSED ARCHITECT

OWNERS:
ADAM AND LAINIE MINNICK

LOCATION:
1010 TWO ELK LANE
MINTURN, COLORADO 81645

	2023 DESIGN REVIEW
1	2024 (REVISION.01)
2	2024 (REVISION.02)

DRIVEWAY DIAGRAM

TWO.ELK

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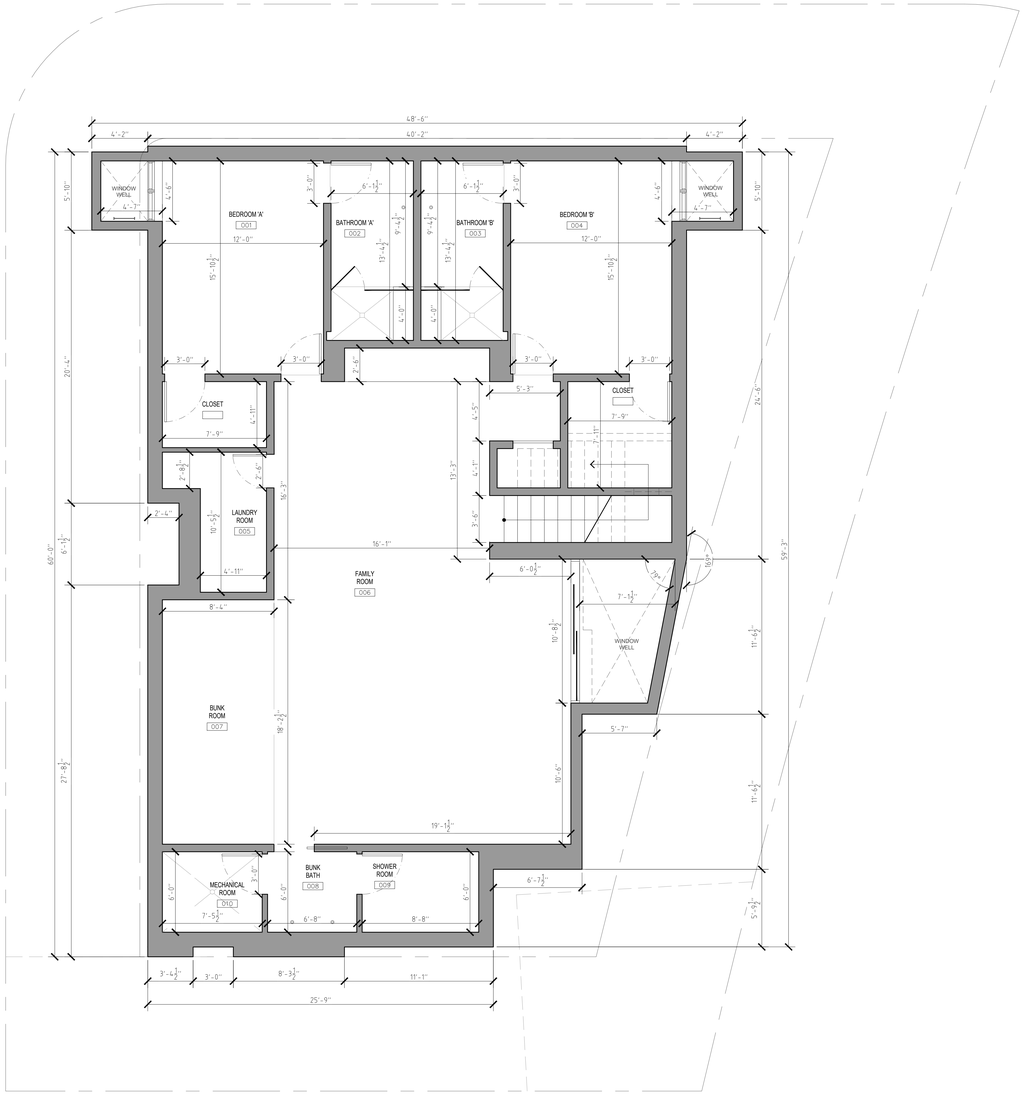
2 1

A-1.1



1 BASEMENT LEVEL DIMENSIONED PLAN
1/4" : 1'

PLAN.NOTES

VERIFY ALL DIMENSIONS IN FIELD.

REFER TO SHEET A0.1 FOR THE FOLLOWING INFORMATION:

- GENERAL NOTES

SUBMIT SAMPLES OF ALL MATERIALS FOR APPROVAL.

REPLACE 5/8" GYP. BD. WITH 5/8" 'GREEN BOARD'
@ ALL BATHROOMS & WET LOCATIONS, (NOT TO RECEIVE TILE).

REPLACE 5/8" GYP. BD. WITH 5/8" 'CEMENTITIOUS TILE BACKER BOARD'
@ ALL LOCATIONS TO RECEIVE TILE.

ALL ELEVATIONS ARE RELATIVE TO T.O. FIN FLOOR 100'-0"
(FINISH FLOOR 100'-0" = 7985.38" RELATIVE TO
SURVEYED PROJECT BENCHMARK, REC(IVL)

CONTRACTOR TO VERIFY ASSEMBLY THICKNESSES,
AND ADJUST FRAMING AS REQUIRED TO ACHIEVE INTENDED FINISH ALIGNMENTS.

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LOCATION:
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BASEMENT LEVEL
DIMENSIONED PLAN

TWO.ELK

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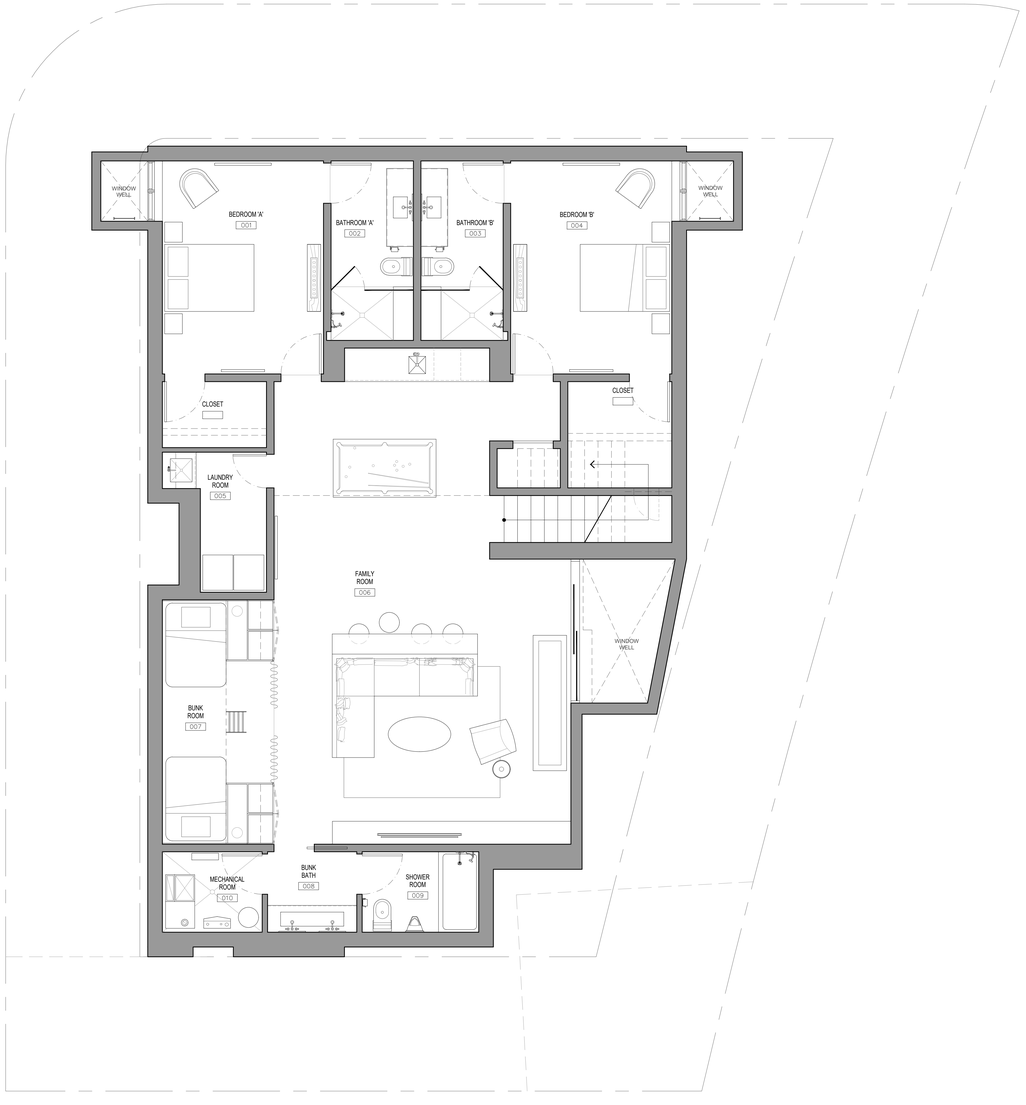

PLAN.NOTES

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1 BASEMENT LEVEL
FINISH PLAN
1/4" : 1'

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BASEMENT LEVEL
FINISH PLAN

TWO.ELK

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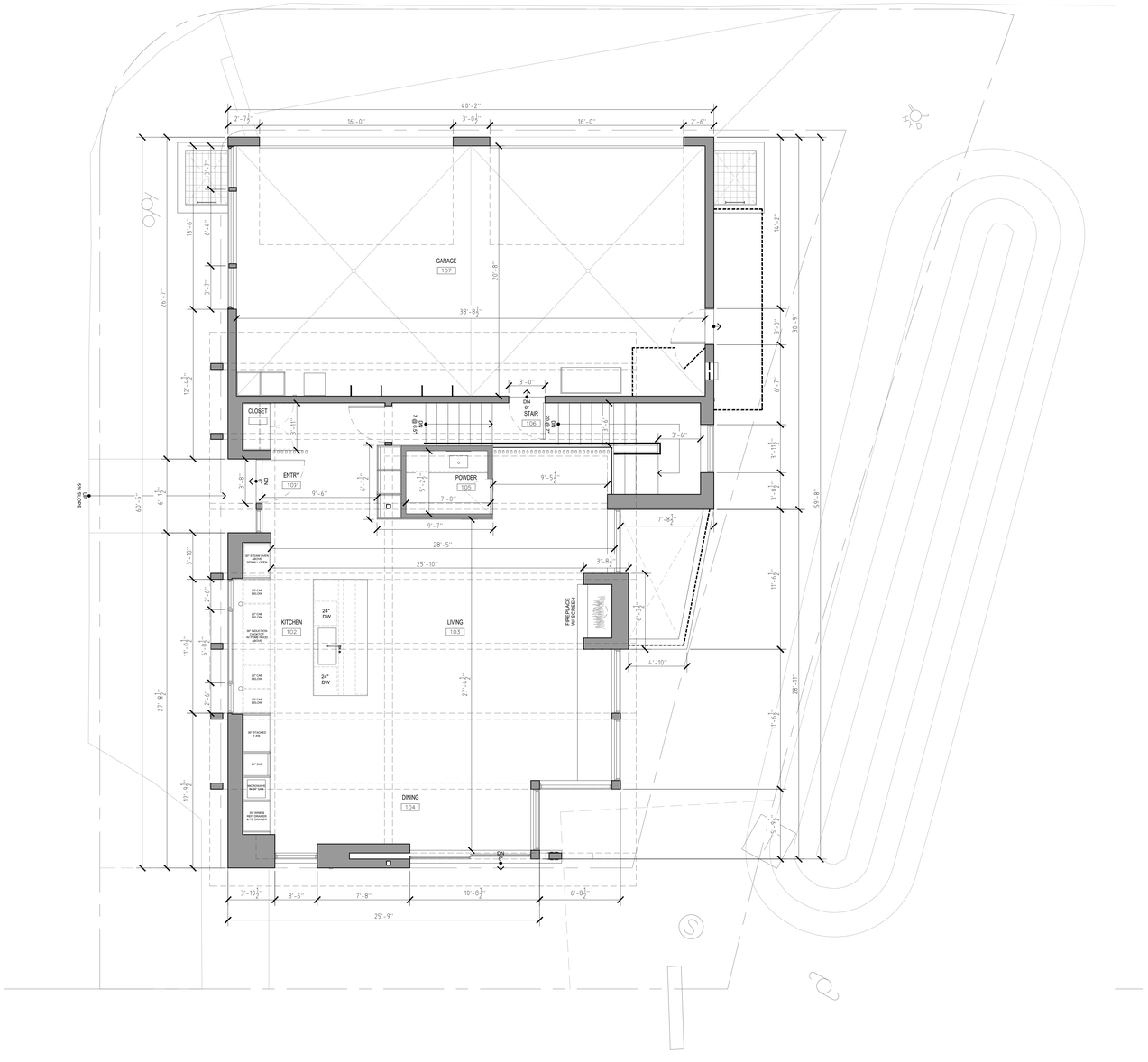

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1 MAIN LEVEL
DIMENSIONED PLAN
1/4" : 1'

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CHRISTOPHER WILLIAM DAVIS
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OWNERS:
ADAM AND LAINIE MINNICK

LOCATION:
1010 TWO ELK LANE
MINTURN, COLORADO 81645

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MAIN LEVEL
DIMENSIONED PLAN

TWO.ELK

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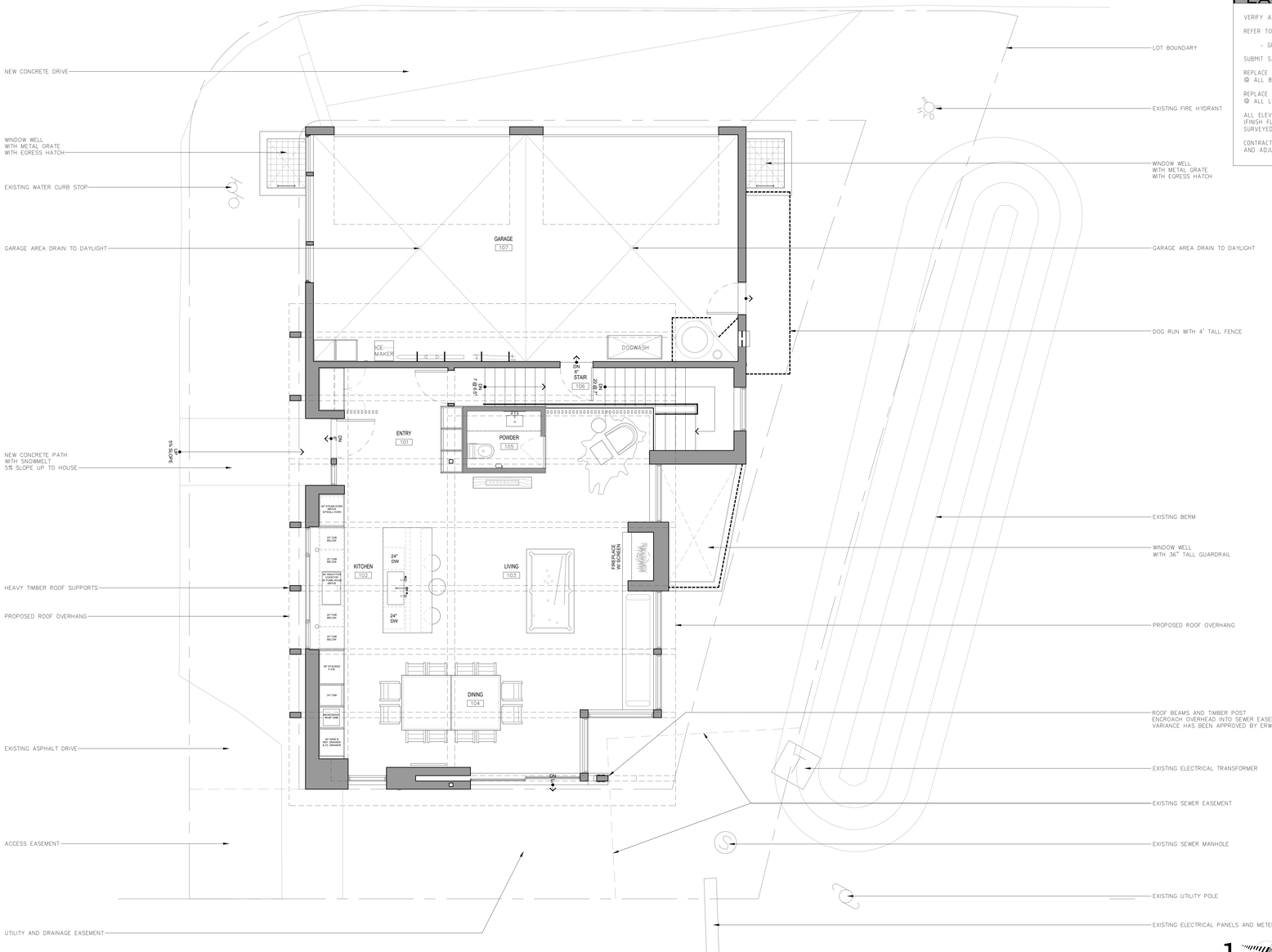

PLAN.NOTES

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1 MAIN LEVEL
FINISH PLAN
1/4" : 1'

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11.06.2023
CHRISTOPHER
WILLIAM
DAVIS
400094
LICENSED ARCHITECT

OWNERS:
ADAM AND LAINIE MINNICK

LOCATION:
1010 TWO ELK LANE
MINTURN, COLORADO 81645

|2023 DESIGN REVIEW

MAIN LEVEL
FINISH PLAN

TWO.ELK

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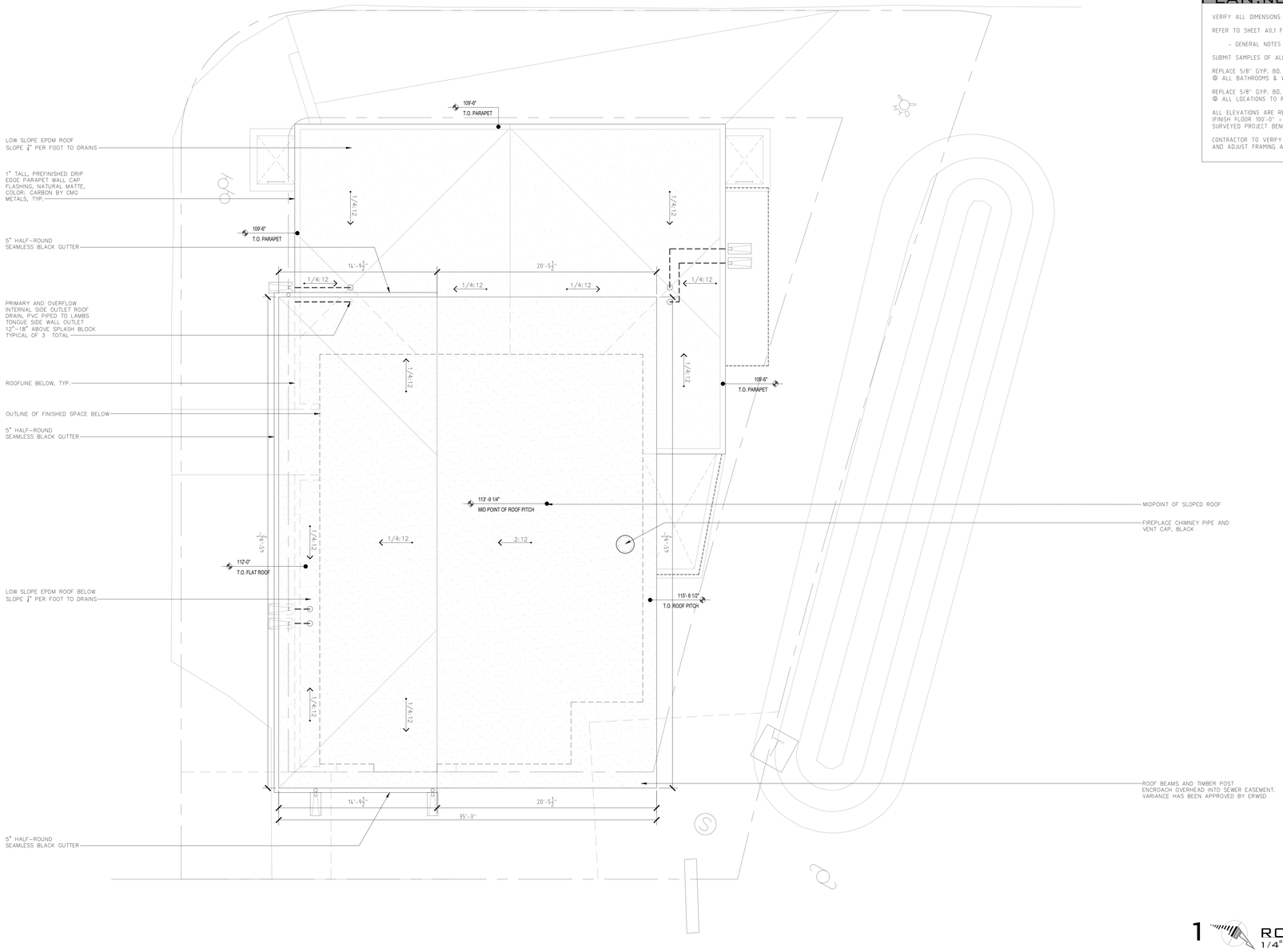
A2.3



1 ROOF PLAN
1/4" : 1'

PLAN.NOTES

VERIFY ALL DIMENSIONS IN FIELD.

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- GENERAL NOTES

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CONTRACTOR TO VERIFY ASSEMBLY THICKNESSES,
AND ADJUST FRAMING AS REQUIRED TO ACHIEVE INTENDED FINISH ALIGNMENTS.

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12.06.2022
CHRISTOPHER WILLIAM DAVIS
400094
LICENSED ARCHITECT

OWNERS:
ADAM AND LAINIE MINNICK

LOCATION:
1010 TWO ELK LANE
MINTURN, COLORADO 81645

|2023 DESIGN REVIEW

ROOF PLAN

TWO.ELK

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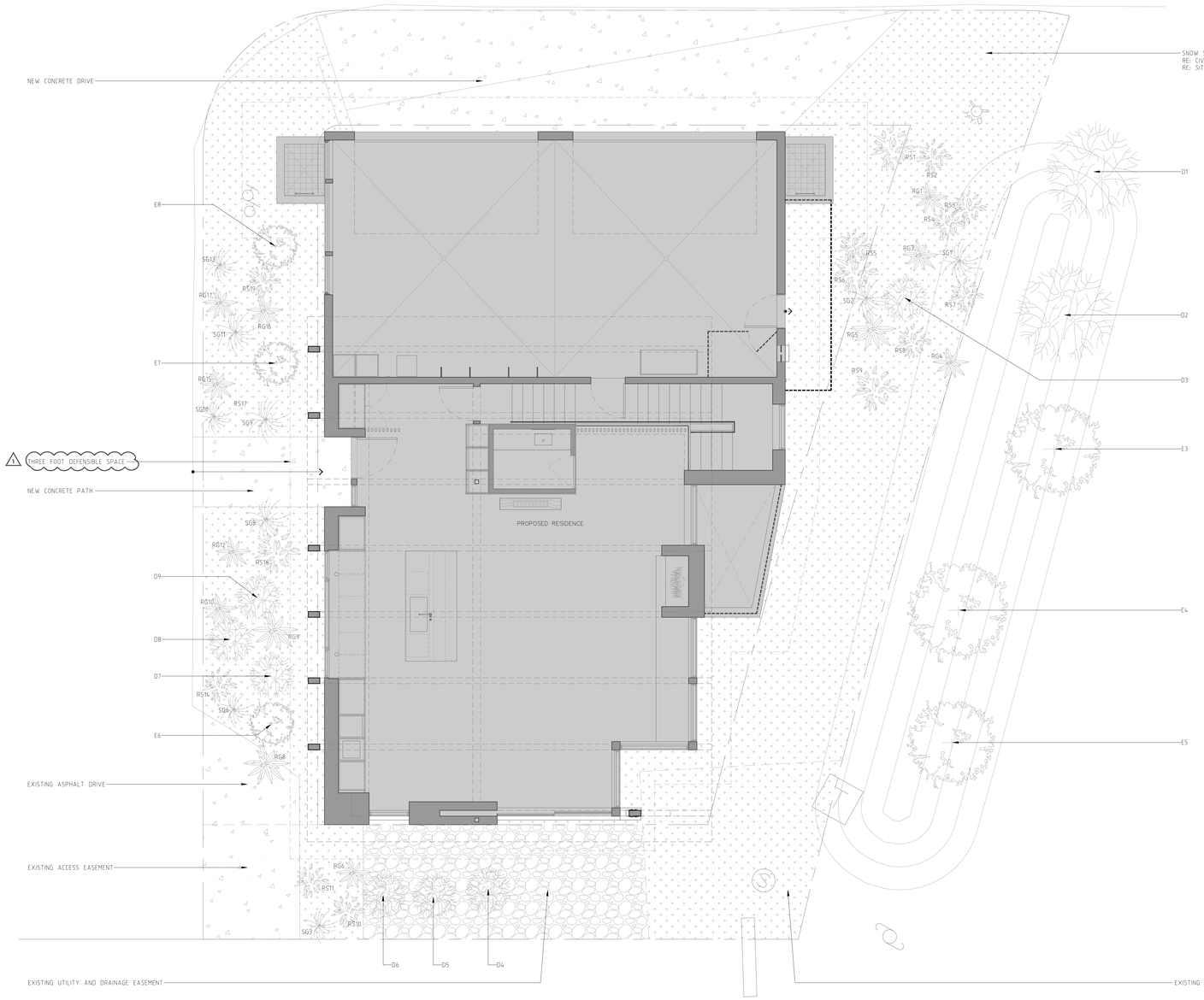

TREE.SCHEDULE

ID	LATIN NAME	COMMON NAME	CALIPER	HEALTH	STATUS
	DECIDUOUS				
D1	POPULUS TREMULOIDES	ASPEN	4"	GOOD	RETAIN
D2	POPULUS TREMULOIDES	ASPEN	4"	GOOD	RETAIN
D3	POPULUS TREMULOIDES	ASPEN	2"	--	NEW
D4	POPULUS TREMULOIDES	ASPEN	4"	FAIR	REMOVE
D5	POPULUS TREMULOIDES	ASPEN	4"	FAIR	REMOVE
D6	POPULUS TREMULOIDES	ASPEN	4"	FAIR	REMOVE
D7	POPULUS TREMULOIDES	ASPEN	2"	--	NEW
D8	POPULUS TREMULOIDES	ASPEN	2"	--	NEW
D9	POPULUS TREMULOIDES	ASPEN	2"	--	NEW
	EVERGREEN				
E1	REMOVED			--	
E2	REMOVED			--	
E3	ABIES CONCOLOR	WHITE FIR	4"	GOOD	RETAIN
E4	ABIES CONCOLOR	WHITE FIR	4"	GOOD	RETAIN
E5	ABIES CONCOLOR	WHITE FIR	4"	GOOD	RETAIN
E6	ABIES CONCOLOR	WHITE FIR	2"	--	NEW
E7	ABIES CONCOLOR	WHITE FIR	2"	--	NEW
E8	ABIES CONCOLOR	WHITE FIR	2"	--	NEW

PLANTING.SCHEDULE

ID	LATIN NAME	COMMON NAME	SIZE
	PLANTING		
RS1	PETROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE	#3
RS2	PETROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE	#1
RS3	PETROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE	#1
RS4	PETROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE	#1
RS5	PETROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE	#1
RS6	PETROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE	#3
RS7	PETROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE	#1
RS8	PETROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE	#1
RS9	PETROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE	#3
RS10	PETROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE	#1
RS11	PETROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE	#1
RS12	REMOVED		
RS13	REMOVED		
RS14	PETROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE	#1
RS15	REMOVED		
RS16	PETROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE	#3
RS17	PETROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE	#1
RS18	REMOVED		
SG1	PANICUM VIRGATUM	SWITCHGRASS	#3
SG2	PANICUM VIRGATUM	SWITCHGRASS	#3
SG3	PANICUM VIRGATUM	SWITCHGRASS	#1
SG4	REMOVED		#3
SG5	REMOVED		#3
SG6	PANICUM VIRGATUM	SWITCHGRASS	#1
SG7	REMOVED		
SG8	PANICUM VIRGATUM	SWITCHGRASS	#3
SG9	PANICUM VIRGATUM	SWITCHGRASS	#3
SG10	PANICUM VIRGATUM	SWITCHGRASS	#1
SG11	PANICUM VIRGATUM	SWITCHGRASS	#3
SG12	REMOVED		
SG13	PANICUM VIRGATUM	SWITCHGRASS	#1
RG1	CALAMAGROSTIS X ACUTIFLORA	FEATHER REED GRASS	#1
RG2	REMOVED		
RG3	CALAMAGROSTIS X ACUTIFLORA	FEATHER REED GRASS	#1
RG4	CALAMAGROSTIS X ACUTIFLORA	FEATHER REED GRASS	#1
RG5	CALAMAGROSTIS X ACUTIFLORA	FEATHER REED GRASS	#3
RG6	CALAMAGROSTIS X ACUTIFLORA	FEATHER REED GRASS	#1
RG7	REMOVED		
RG8	CALAMAGROSTIS X ACUTIFLORA	FEATHER REED GRASS	#3
RG9	CALAMAGROSTIS X ACUTIFLORA	FEATHER REED GRASS	#3
RG10	CALAMAGROSTIS X ACUTIFLORA	FEATHER REED GRASS	#1
RG11	REMOVED		
RG12	CALAMAGROSTIS X ACUTIFLORA	FEATHER REED GRASS	#1
RG13	REMOVED		
RG14	REMOVED		
RG15	CALAMAGROSTIS X ACUTIFLORA	FEATHER REED GRASS	#1
RG16	CALAMAGROSTIS X ACUTIFLORA	FEATHER REED GRASS	#1
RG17	CALAMAGROSTIS X ACUTIFLORA	FEATHER REED GRASS	#1
RG18	REMOVED		

LANDSCAPE.NOTES

VERIFY ALL DIMENSIONS IN FIELD.

REFER TO SHEET A0.0 FOR THE FOLLOWING INFORMATION:

- GENERAL NOTES
- FLOOR, ROOF / CEILING, & WALL ASSEMBLY NOTES, MILLWORK KEYNOTES
- REFER TO SHEET A0.5 FOR RATING REQUIREMENTS (NEW + EXISTING)
- REFER TO SHEET A.70 FOR DOOR SCHEDULE, TYPES, AND DETAILS

SUBMIT SAMPLES OF ALL MATERIALS FOR APPROVAL.

CONTRACTOR TO VERIFY PLANT SPACING.

PLAN.MATERIALS

AREA TO BE SEEDED WITH NATIVE SEED MIX

AREA TO BE FILLED WITH GRAVEL

CONCRETE

PLAN.LEGEND

ASPEN TREE (POPULUS TREMULOIDES)

WHITE FIR (ABIES CONCOLOR)

RUSSIAN SAGE (PEROVSKIA ATRIPLICIFOLIA)

SWITCHGRASS (PANICUM VIRGATUM)

FEATHER REED GRASS (CALAMAGROSTIS X ACUTIFLORA)

DECORATIVE BOULDER

1 LANDSCAPE PLAN
1/4" : 1'

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12.06.2022
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1 | 2023 DESIGN REVIEW
1 | 2024 (REVISION.01)

LANDSCAPE PLAN

TWO.ELK 2.0

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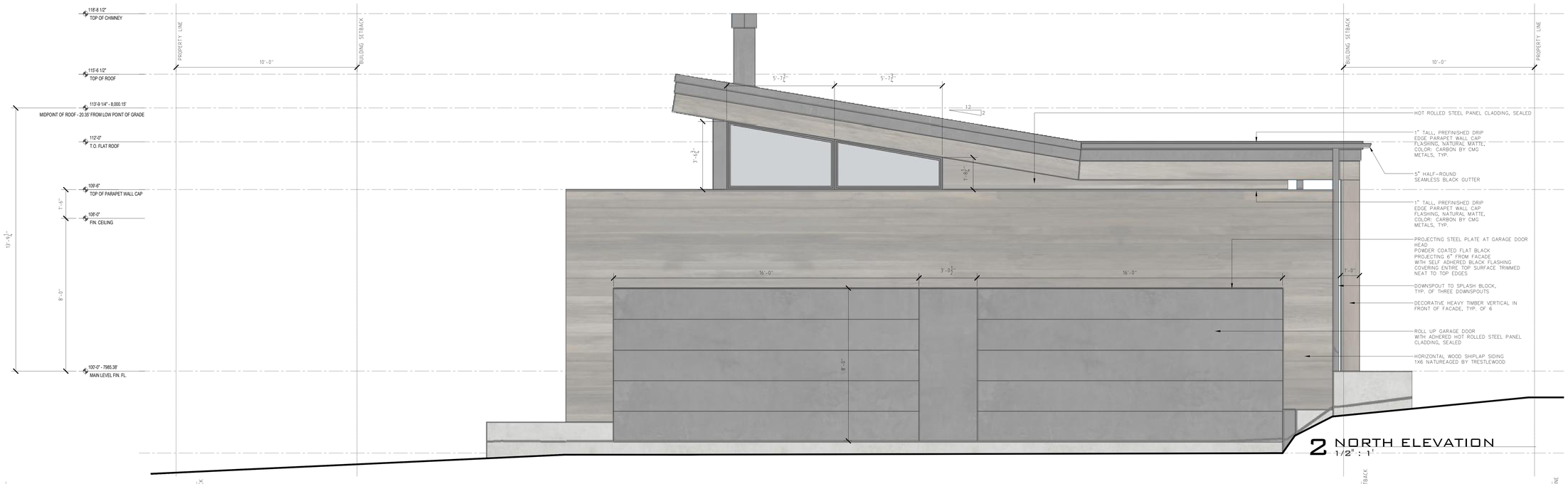
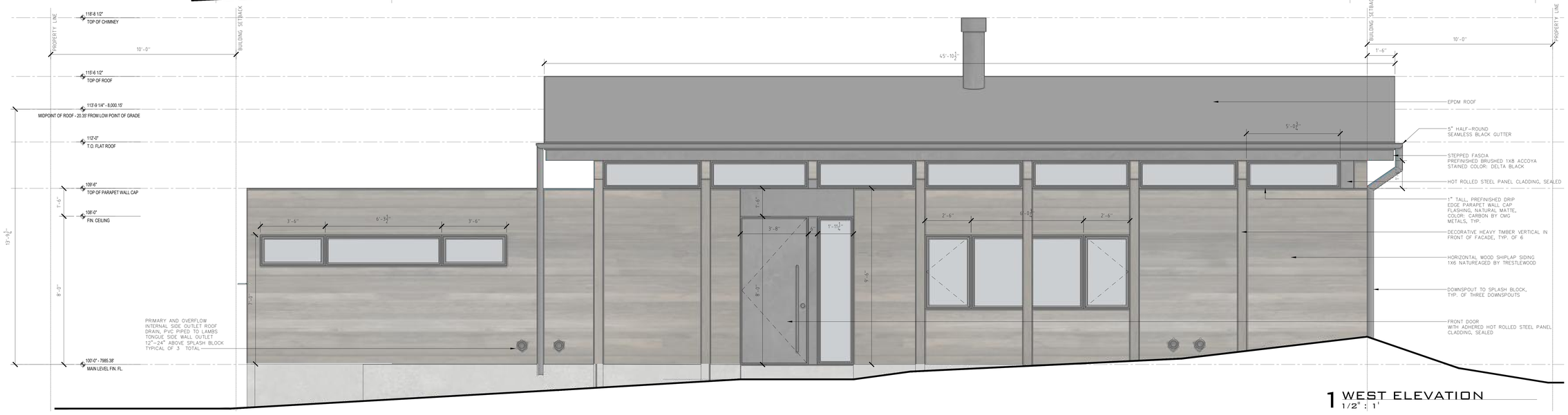


2 NORTH ELEVATION
1/2" : 1'



1 WEST ELEVATION
1/2" : 1'

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EXTERIOR ELEVATIONS

TWO.ELK

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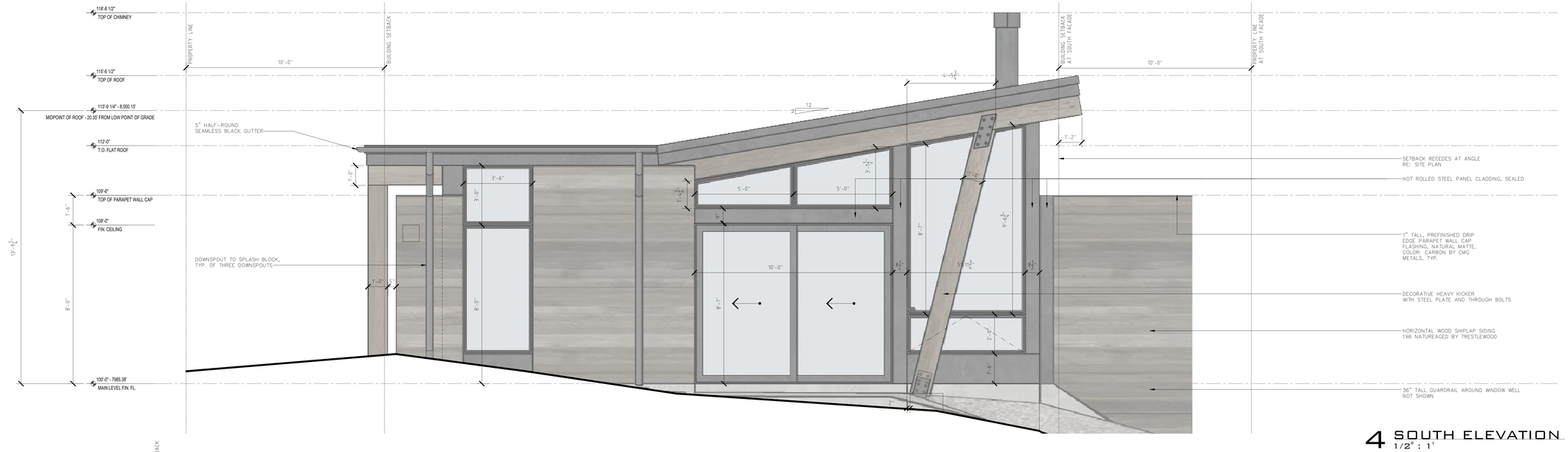
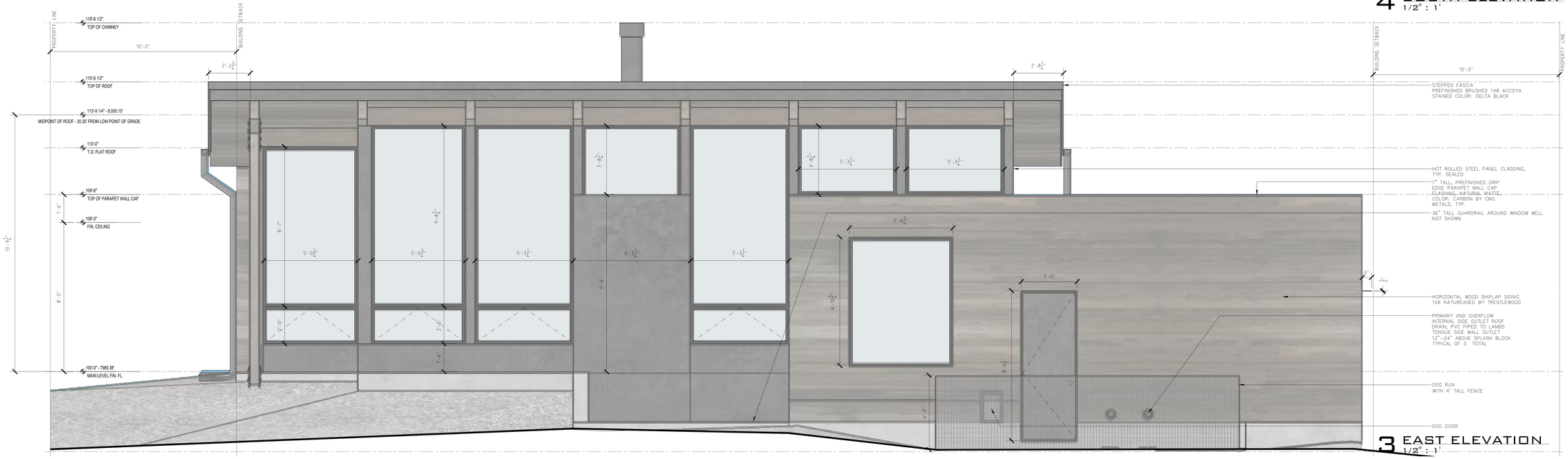


4 SOUTH ELEVATION
1/2" : 1'



3 EAST ELEVATION
1/2" : 1'

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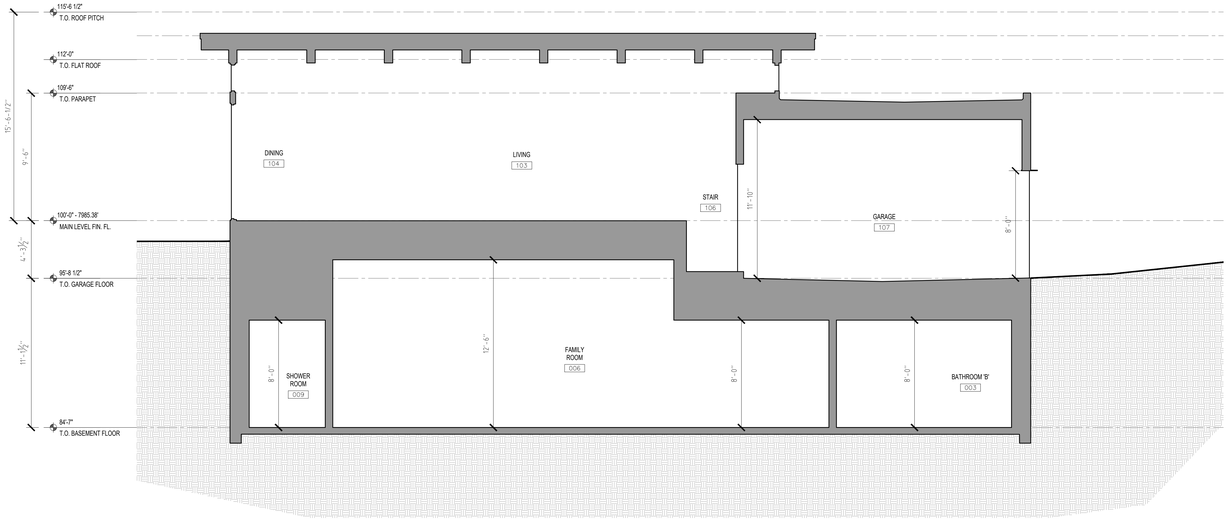
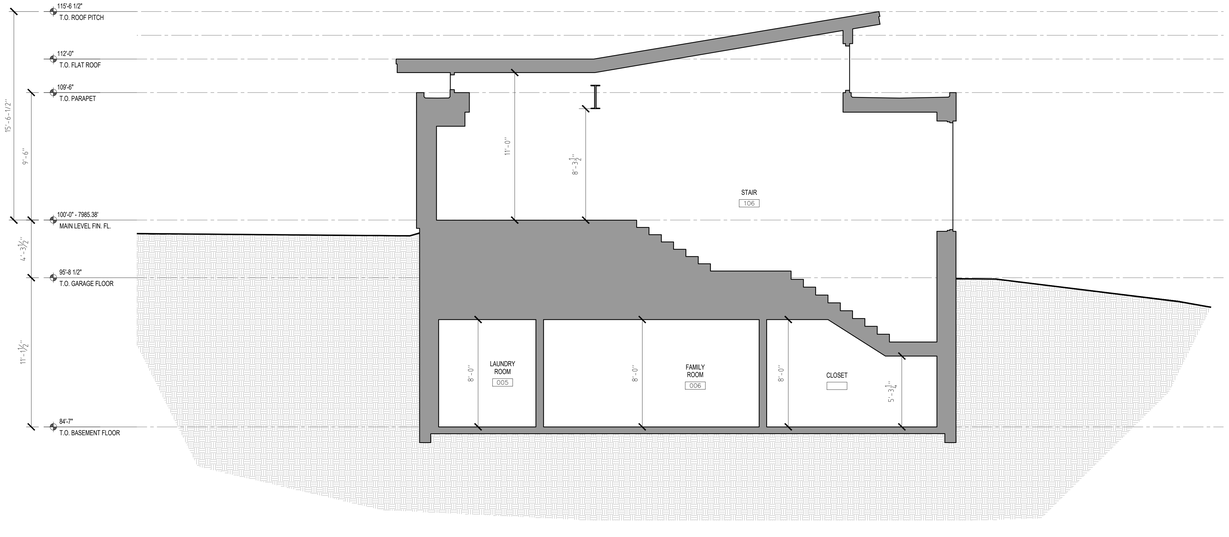


2 BUILDING SECTION
1/4" : 1'



1 BUILDING SECTION
1/4" : 1'

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2023 DESIGN REVIEW

BUILDING SECTIONS

TWO.ELK

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4.0

To: Mayor and Council

From: Jay Brunvand

Date: June 5, 2024

Agenda Item: Annual renewal of Hotel and Restaurant Liquor License

---

REQUEST:
Staff is requesting Council to review and approve the attached annual renewal of a Hotel and Restaurant Liquor License for the Daily Grind Coffee CO, DBA Vail Mtn Coffee & Tea located at 23698 US Hwy 24.

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

ANALYSIS:
Not Applicable

COMMUNITY INPUT:
Not Applicable

BUDGET / STAFF IMPACT:
The applicant has submitted the required fee of $125.00.

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

RECOMMENDED ACTION OR PROPOSED MOTION:
This item is approved on the Consent Agenda, no separate motion is required.

ATTACHMENTS:
- Application and supporting documentation for the license renewal.

PO Box 309 • 302 Pine St • Minturn, CO 81645 • www.minturn.org • info@minturn.org • 970-827-5645

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

Submit to Local Licensing Authority

VAIL MTN COFFEE & TEA CO
PO BOX 549
Minturn CO 81645

Fees Due	
Annual Renewal Application Fee ($125 Effective July 1, 2023 - June 30, 2024 and $250.00 for application **received by LED** on or after July 1st, 2024)	$
Renewal Fee	625.00
Storage Permit $100 X _____	$
Sidewalk Service Area $75.00	$ 75.00
Additional Optional Premise Hotel & Restaurant $100 X _____	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$ 700.00

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

Retail Liquor License Renewal Application

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

Note that the Division will not accept cash.

[X] Paid by check
[ ] Paid Online

Uploaded to MoveIt on Date

Licensee Name
THE DAILY GRIND COFFEE CO INC

Doing Business As Name (DBA)
VAIL MTN COFFEE & TEA CO

Liquor License Number: 03-13697
License Type: Hotel & Restaurant (city)

Sales Tax License Number: [redacted]
Expiration Date: 09/08/2024
Due Date: 07/25/2024

Business Address

Street Address: 23698 US HIGHWAY 24
Phone Number: 970-827-4008

City, State, ZIP Code: Minturn CO 81645

Mailing Address

Street Address: PO BOX 549

City, State, ZIP Code: Minturn CO 81645

Email: [redacted]

Operating Manager: Craig Arseneau
Date of Birth: [redacted]

Home Address

Street Address		Phone Number
4802 Meadow Lane		970-393-3061
City	**State**	**ZIP Code**
Vail	CO	81657

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

   Are the premises owned or rented? ⊗ Owned ○ Rented* *If rented, expiration date of lease

1. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? ⊗ Yes ○ No

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

2. Are you renewing a takeout and/or delivery permit? ⊗ Yes ○ No

   (**Note:** must hold a qualifying license type and be authorized for takeout and/or delivery license privileges)

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

   If so, which are you renewing? ○ Delivery ○ Takeout ⊗ Both Takeout and Delivery

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

   Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ○ Yes ⊗ No

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

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

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

   If yes, attach a detailed explanation.

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

   If yes, attach a detailed explanation.

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

   If yes, attach a detailed explanation.

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business

Craig Arseneau

Title

President

Signature

Craig Arseneau

Date (MM/DD/YY)

5/21/2024

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For

Title

Attest

Signature

Date (MM/DD/YY)

To: Mayor and Council

From: Jay Brunvand

Date: June 5, 2024

Agenda Item: Annual renewal of Hotel and Restaurant Liquor License

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REQUEST:
Staff is requesting Council to review and approve the attached annual renewal of a Hotel and Restaurant Liquor License for the Thai Kitchen llc located at 141 Main St.

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

ANALYSIS:
Not Applicable

COMMUNITY INPUT:
Not Applicable

BUDGET / STAFF IMPACT:
The applicant has submitted the required fee of $125.00.

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

RECOMMENDED ACTION OR PROPOSED MOTION:
This item is approved on the Consent Agenda, no separate motion is required.

ATTACHMENTS:
- Application and supporting documentation for the license renewal.

PO Box 309 • 302 Pine St • Minturn, CO 81645 • www.minturn.org • info@minturn.org • 970-827-5645

DR 8400 (03/31/23)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Submit to Local Licensing Authority

APPLICANT ID: 740277

Section 4, ItemD.

Fees Due	
Renewal Fee	625.00
Storage Permit $100 X _____	$
Sidewalk Service Area $75.00	$ 75
Additional Optional Premise Hotel & Restaurant $100 X _____	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$ 700.00

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

THAI KITCHEN
PO BOX 6515
Vail CO 81658

Retail Liquor License Renewal Application

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

Licensee Name THAI KITCHEN LLC		Doing Business As Name (DBA) THAI KITCHEN	
Liquor License # 03-14948	License Type Hotel & Restaurant (city)		
Sales Tax License Number [redacted]	Expiration Date 06/15/2024	Due Date 05/01/2024	
Business Address 141 MAIN STREET Minturn CO 81645			Phone Number 9704457499
Mailing Address PO BOX 6515 Vail CO 81658		Email Wipanuns@gmail.com	
Operating Manager Wipanun Somdee	Date of Birth 10/12/1980	Home Address 827 Greenway Dr., Gypsum, CO, 81637	Phone Number 970 445 7499

1. Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No
   Are the premises owned or rented? ☐ Owned ☒ Rented* *If rented, expiration date of lease June 30, 2025

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☒ Yes ☐ No

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

3b. If so, which are you renewing? ☐ Delivery ☒ Takeout ☐ Both Takeout and Delivery $11

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

4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☒ No

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

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

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

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

Type or Print Name of Applicant/Authorized Agent of Business	Title
WIPANUN SOMDEE	Owner
Signature: Wipanun Somdee	Date: 05/29/24

Report & Approval of City or County Licensing Authority
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.
Therefore this application is approved.

Local Licensing Authority For		Date
Signature	Title	Attest

5/24/2024

This letter is to extend the lease date between Landlord, MR Minturn, LLC and the tenant known as Thai Kitchen, LLC and Wipanun (Patty) Somdee for the property located at 141 Main Street, Minturn, Colorado, 81645. We, Landlord and Tenant, agree that the ending date of the lease will be June 30, 2025. All other terms and conditions of the lease agreement shall remain in effect in respect to the obligations of both parties.

Landlord's Signature: _____ Date: 5/24/24

Tenant's Signature: Wipanun Somdee Date: 5/24/24

To: Mayor and Council

From: Jay Brunvand

Date: May 15, 2024

Agenda Item: Consideration of a wine tasting room

REQUEST:
Staff is requesting Council to review and approve the attached Application for Colorado Liquor Sales Room (Distillery tasting room) to be located at the barn at 107 Williams St.

INTRODUCTION:
This application is to MOVE the existing tasting room associated with Wild Mountain Cellers currently located at 152 Main Street to an existing structure at 107 Williams St, they will then forfeit their wine tasting room permit at 152 Main St. This building at 107 Williams St was previously a wine tasting room. This is a very specific application and has very limited conditions of which a municipality may deny the application and none of these conditions are violated.

The conditions for denial are:

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

State law states this application for a Sales Room will be granted to the entity unless any of the three conditions apply. In the opinion of staff, none of the conditions apply. Attached please find Colorado Dept of Revenue Bulletin 14-02 which is a good summary of the request, application, and guidelines.

ANALYSIS:
Not Applicable

COMMUNITY INPUT:
Not Applicable

BUDGET / STAFF IMPACT:
The state does not allow a fee for this application.

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

RECOMMENDED ACTION OR PROPOSED MOTION:
This item is approved on the Consent Agenda, no separate motion is required.

ATTACHMENTS:

- Application and supporting documentation.

PO Box 309 • 302 Pine St • Minturn, CO 81645 • www.minturn.org • info@minturn.org • 970-827-5645

DR 8057 (02/11/16)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division - 108
PO Box 173350
Denver, CO 80217-3350
Fax (303) 205-2341
Phone (303) 205-2300

Application for Colorado Liquor Sales Room

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

☐ Malt Liquor ☐ Limited Winery ☒ Winery ☐ Distillery | ☐ Temporary (3 days or less) ☒ Permanent

1. Name of Applicant exactly as it appears on your current Colorado Liquor License.
Wild Mountain Cellars

2. Trade Name of Applicant

3. State Sales Tax No.	Applicant Liquor License No.		
41656771	0312049		
4. Business Address of Applicant (Number and Street)	City	State	ZIP
PO Box 7421	Avon	CO	81620
5. Mailing Address (Number and Street)	City	State	ZIP
PO Box 7421	Avon	CO	81620

6. Phone Number	7. Email Address
970-376-8835	Dreamski@hotmail.com

8. Sales Room Location (Full Address)	9. Dates of Events: From Date: ____ Time: ____ ☐ AM ☐ PM To Date: ____ Time: ____ ☐ AM ☐ PM
107 Williams St, Minturn, CO 81645	

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

11. Renting/Leasing % Basis	12. If Yes, List % and Interested Party. Use Additional Sheet if Necessary.
☐ Yes ☒ No	

13. Alcohol will be sold (check all that apply)
☒ For on-premises consumption ☒ For off-premises consumption

14. 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

Applicant Signature	Title	Date
Matthew M Deem	Owner/Winemaker	May 24, 2024

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_led@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	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.

To: Town Council
From: Arnold Martinez
Date: May 30, 2024
Agenda Item: Water Plant Gate

REQUEST:
Review and approve a contract with Strategic Fence to construct a motorized gate on the road to the water plant.

INTRODUCTION:
Currently there is no security on the water plant road allowing unauthorized visitors access to the water plant. The lack of security has resulted in tampering, vandalism, and safety issues. Safety issues are created when visitors interrupt staff working at the plant. Vandalism has included tampering and damage to doors and locks. There is a significant risk of pollution as there is open access to the pond feeding the plant - swimmers have been caught in the pond.

BIDDING:
The Town Procurement Policy requires competitive bidding for projects exceeding $20,000.00. An Advertisement for Bids was published April 3, 2024 on the Town Website and in the Vail Daily. Public Works and the Town Engineer also contacted potential bidders to make them aware of the project. We received one bid from Strategic Fence and Wall. References include the ERWSD and Inter-Mountain Engineering.

ANALYSIS:
The plans and a draft contract with Strategic Fence are attached. The cost for the gate is $55,890.00. The price includes 280 feet of fence. Field adjustments to the length will result in a cost or credit of $65.00 per foot. We expect the final fence alignment and adjusted cost to be minor.

RECOMMENDED ACTION OR PROPOSED MOTION:
1. Approve the contract with Strategic Fence and authorize the Town Manager to execute the contract.

ATTACHMENTS:
- Contract for 2024 Fence and Gate Installation Project.
- Plans for “Minturn Water Plant Gate”

PO Box 309 • 302 Pine St • Minturn, CO 81645 • www.minturn.org • info@minturn.org • 970-827-5645

To: Town Council
From: Arnold Martinez
Date: May 30, 2024
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- Plans for “Minturn Water Plant Gate”

PO Box 309 • 302 Pine St • Minturn, CO 81645 • www.minturn.org • info@minturn.org • 970-827-5645

TOWN OF MINTURN, COLORADO
RESOLUTION NO. 24 – SERIES 2024

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT BETWEEN STRATEGIC FENCE AND THE TOWN OF MINTURN FOR PURCHASE AND INSTALL OF A SECURITY FENCE AT THE MINTURN WATER TREATMENT PLANT

WHEREAS, The Town of Minturn issued a Request for Proposals for the purchase and installation of a security fence to be installed at the Minturn Water Treatment Plant, and

WHEREAS, Strategic Fence submitted a bid in the amount of $55,890 and the Town considers this the best price based on the Request For Proposal conditions, and

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

1. The Minturn Town Council hereby approves the proposed agreement as laid forth in the attached Exhibit A and authorizes the Mayor or his designee to execute said agreement.

INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this 5th day of June, 2024.

TOWN OF MINTURN

By:_____
Earle Bidez, Mayor

ATTEST:

_____
Jay Brunvand, Town Clerk

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this _____, 202__ by and between the TOWN OF MINTURN, Colorado, a home rule municipality ("Minturn" or the "Town"), and _____ (the "Contractor").

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

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

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

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

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

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

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

4. **Outside Support Services and Subcontractor.** To the extent practicable, subcontractors whose principal place of business is Eagle County shall be used to perform the

services under this Agreement. Any subcontractors shall be pre-approved by the Town. A rate sheet for such subcontractors shall be provided to the Town.

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

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

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

8. **Insurance Requirements.**

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

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

c. Terms of Insurance.

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

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

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

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

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

9. **Indemnification.** Contractor hereby covenants and agrees to indemnify, save, and hold harmless the Town, its officers, employees, and agents from any and all liability, loss, costs,

charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission or other tortious conduct of Contractor, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

10. **Termination.**

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

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

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

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

12. **Agreement Subject to Appropriation.** To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the Town, it shall be subject to annual

appropriation pursuant to the Town of Minturn Municipal Code and Article X, Section 20 of the Colorado Constitution. The Town shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

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

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

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

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

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

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

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

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

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

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

If to the Town:	TOWN OF MINTURN Attn: Town Clerk PO Box 309 Minturn, CO 81645
With copy to:	Michael J. Sawyer, Esq. Karp Neu Hanlon, P.C. 201 14th Street, Suite 200 P. O. Drawer 2030 Glenwood Springs, Colorado 81602
If to Contractor:	_____ _____ _____ _____

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

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

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

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

TOWN OF MINTURN, COLORADO

_____
Michelle Metteer, Town Manager

ATTEST:

_____
Town Clerk

CONTRACTOR

By:_____

Name:_____

Title:_____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

Witness my hand and official seal.

My commission expires:_____.

_____
{S E AL} Notary Public

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

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

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

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

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

CONTRACTOR

By:_____

Name:_____

Title:_____

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

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

Witness my hand and official seal.
My commission expires:_____

_____

{S E AL} Notary Public

2024 Fence and Gate Installation Project
Minturn Water Plant

This Agreement is made as of the _____ day of June 2024 between the "Owner":

Town of Minturn
302 Pine Street
PO Box 309
Minturn, CO 81645

And the "Contractor":

Strategic Fence & Wall Company
PO Box 9376
1905 Airport Rd Unit A
Breckenridge, CO 80424
P: 970-547-9292

A Colorado (Corporation); (Partnership); (Sole Proprietorship); (other) _____

The Project is:

2024 Fence and Gate Installation Project
Minturn Water Plant
1931 Highway 24
Minturn CO 81645

The Owner and Contractor agree as follows:

ARTICLE 1 – CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the other documents listed herein, and Change Orders issued after execution of this Agreement; these form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract forms the entire agreement between the Owner and the Contractor and supersedes any prior discussions, negotiations, or agreements, oral or written. The Contract Documents, except for Change Orders, include the following:

1.1 This Agreement.
1.2 Supplementary Conditions dated May 17, 2024 attached as Exhibit "A".
1.3 Contractor's Completed Bid Proposal and Schedule of Values – attached as Exhibit "B."
1.4 Contractor's Construction Schedule dated XXX – attached as Exhibit "C".
1.5 Contractors Certificate of Insurance attached as Exhibit "E."
1.6 Lien Waiver forms attached as Exhibit "F."
1.7 Prospective Contractors Certificate Regarding Employing or Contracting with Illegal Aliens attached as Exhibit "G."
1.8 Resolution 09-2021 Town of Minturn Procurement Policy attached as Exhibit "H".

ARTICLE 2 – SCOPE OF WORK

2.1 The Contractor shall, in accordance with the Contract documents, using the Contractor's best skill and attention, furnish all necessary supervision, labor, materials, permits, supplies, equipment, tools, testing, general conditions, and any other act or thing required to diligently and fully perform and complete the Scope of Work referenced in Proposal dated 5.17.24:

a. Prepare and install according to industry standards: 280 linear feet of 6' tall Commerical Chain Link Fence and 1 Double-Swing Gate in locations indicated in the proposal attached as Exhibit "B."

b. Fence construction consists of:

- 2-7/8" Schedule 40 galvanized steel corner and end posts, set 30" in concrete
- 2-3/8" Schedule 40 galvanized steel line posts, set 24" in concrete
- 1-5/8" Schedule 20 galvanized steel top and bottom rail
- 6' tall, 11 Gauge galvanized steel fabric

c. Gate construction consists of:

- 4" Schedule 40 galvanized steel posts, set in 30" concrete
- 16' wide Double Swing galvanized steel chain link gate
- Liftmaster LA500 operator (master & slave arms) with 7AH Batteries
- LIftmaster KPW 250 wireless keypad
- Fire Box and Knox key switch (permit by owner)
- 72" gooseneck stand for keypad and fire box
- Free exit puck with 100' lead.
- Install gate 2' above grade and add a chain link skirt that can be raised and lowered.
- Install two (2) bollards at keypand (bollards to be provided by Town of Minturn, Strategic fence to set them in concrete.

d. Permanent power consists of:

- Tower Electric to provide and install one (1) 20-amp circuit to power auto-gate
- Tower Electric to provide and install conduit from existing panel to new J-box and attached to existing 2" conduit.
- Tower Electric to provide splice at ground box into existing conduit close to auto-gate tie-in
- Tower Electric to provide and install Liftmaster Proximity Card Read and six (6) cards

2.2 **DAILY CLEAN-UP** will be performed for debris created by the Contractor and its Sub-Contractors to dumpsters provided by Contractor. Trash removal and site clean-up is included in Contract Amount. The Work of this Contract will be completed in segments as noted below. A separate Notice to Proceed will be issued for each building included in that segment of Work. Should the Contractor proceed with Work without the Owners prior, written authorization, it shall be at the sole expense, and risk of the Contractor.

2.3 The Owner shall provide and pay for all electric power reasonably required for the Work.

2.4 The Contractor shall provide and maintain on-site sanitary toilets and drinking water for the duration of the Work and is included in the Contract Amount. Sanitary toilets shall be removed upon completion of Work.

2.5 The Work of this contract includes all Work shown, called for, or that can be reasonably inferred from the Contract Documents.

2.6 There will be NO Change Orders unless the scope of the Work changes. PRIOR, WRITTEN authorization by the Owner is required prior to the Contractor proceeding with any additional Work. Should the Contractor proceed with additional Work without the Owners prior, written authorization, it shall be at the sole expense, and risk of the Contractor.

2.7 All Work shall be constructed and installed in accordance with Contractor's standard and/or in compliance with state and local codes. All Work shall meet Owner and Municipal approval and is subject to inspections by their representatives at all times.

2.8 Alternates to the Contract:

a. Additional Liftmaster Proximity Card Reader Cards are $10 each

2.5 Exclusions:

a. Permits

ARTICLE 3 – CONTRACT LUMP SUM

3.1 The Owner shall pay the Contractor, subject to the terms and conditions of these Contract Documents, the following Lump Sum Prices:

The Total Lump Sum Amount for all Work under this agreement shall be:

Fifty Five Thousand Eight Hundred Ninety Dollars ($55,890.00)

3.2 The Contractor warrants that this Contract Lump Sum is based upon the materials and equipment specified in the Contract Documents, and that the Contractor contemplated no substitution of any materials or equipment in establishing the Contract Sum, except as may be specifically recited in this Contract.

3.3 The Contractor is not required to provide a separate Contract Performance Bond and a Contract Payment Bond for the Work.

3.4 Sales tax is to be excluded from the Contract Lump Sum. Owner is a tax-exempt entity.

3.5 The cost of all temporary housing required by the Contractor is included in the Contract Lump Sum.

ARTICLE 4 – ADDITIONAL PROVISIONS

4.1 The Contractor shall provide a competent Foreman to manage and supervise Contractor's employees, subcontractors, and material suppliers, and to coordinate all activities of the Contractor with that of others. The Foreman is to provide appropriate supervision at all times Work is proceeding.

4.2 The Contractor shall staff the project with adequate quantities of skilled labor as required to maintain the project Schedule. Should the Contractor fall behind Schedule, the Contractor shall, at no additional cost to the Owner, provide additional Workers and/or work additional hours to get Work back on Schedule. Should the Contractor fail to re-establish the Schedule by providing additional Workers and or hours, Owner may supplement Contractors Work force. All costs incurred for supplemental Workers will be at the Contractor's expense. In addition, a penalty of $500.00 per day shall be assessed for liquidated damages if the Contractor does not have final completion of the Work by _____.

4.3 The Work hours for this project are 8:00 AM to 6:00 PM, Monday through Saturday, unless otherwise approved by the Owner.

4.4 The Owner's Representative shall be Inter-Mountain Engineering represented by Jeffery Spanel. The Owner's Representative shall have authority to approve and execute by signature applications for payment, change orders, and any other matters requiring decisions and subsequent approval and execution by signature.

4.5 This Contract is between Owner and "Contractor." Contractor shall coordinate and schedule of all the Work with the Owner's Representative. No direction shall be taken from other site personnel, Contractor's, or Sub-Contractor's. All communications are to be directed through the Owner's Representative. This includes but is not limited to clarifications or interpretations of the Contract Documents, suggested modifications, submittals, Change Orders, and requests for payment.

4.6 All property shall be protected from damage. Property damaged by the Contractor during the construction of the Work shall be repaired or replaced and left in as good a condition as found at the expense of the Contractor.

4.7 All Work and activities in or around the existing utilities shall be coordinated by the Contractor with the appropriate utility company. Contractor responsible to install all utilities per local, state, and utility company specifications. Contractor is responsible for all associated costs for correcting any non-code compliant or improper installations performed by Contractor.

4.8 Safety is the responsibility of the Contractor. The Contractor is responsible for compliance with any and all regulations pertaining thereto. Hard hats and other required safety equipment must be worn at all times – no exceptions. Full compliance with all OSHA rules and regulations is mandatory. The Contractor shall have an OSHA-competent representative on the job site at all times the Contractor is proceeding

with the Work. Contractor shall indemnify the Owner against any and all fines, penalties, legal fees, or other costs resulting from the Contractor's failure to comply with such rules and regulations.

4.9 In the event the Contractor's insurance or safety consultant inspects or visits the job site:

a. The Owner shall be provided with written notice 24 hours in advance.
b. The Owner shall accompany the safety consultant on their job site inspection.
c. The Owner shall be immediately advised in writing of any unsafe conditions that need to be abated.

4.10 The Contractor shall only install their Work over proper substrates. Contractor shall notify the Owner immediately, and in writing, of any improper substrates to allow for remedial Work. Any costs resulting from the placement of Contractors Work over improper substrates shall be borne solely by the Contractor.

4.11 Prior to moving any hazardous materials on the job site, the Contractor shall forward Material Safety Data Sheets (MSDS) to the Owner. Contractor is responsible for handling, use and disposal of hazardous materials in accordance with all applicable regulations.

4.12 Contractor shall provide daily cleanup of Contractors trash and debris to an on-site container provided by Contractor.

4.13 Contractor shall comply with all laws and regulations of the "Immigration and Naturalization Service" (INS). Contractor shall indemnify the Owner against any and all fines, legal fees, or other costs resulting from failure to comply with regulations.

4.14 Nothing contained in this Agreement shall be construed to have a meaning that would infer that the owner would accept any Work of inferior quality, Work that does not meet the requirements of the Contract Documents, or industry standards. All Work will need to be accepted by the Owner and Architect prior to final payment.

4.15 Owner reserves the right to withhold payment until the Contractor provides receives valid certificates of insurance as required in the Supplementary Conditions.

4.16 Should either party employ an attorney to institute suit or demand arbitration to enforce any provision of the Contract, to protect its interests in any manner arising under this Contract, or to recover on a surety bond furnished by a party to this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs, charges and expenses expended or incurred therein.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Contract Agreement by their proper officers or duly authorized agents.

CONTRACTOR:	OWNER:
_____	Town of Minturn
By: _____	By: _____
Print Name/Title: _____	Michelle Meteer, Town Manager
Date: _____	Date: _____
Contractor Federal ID# _____	

Exhibit A

2024 Fence and Gate Installation Project

Minturn Water Plant

March 28, 2024

The following Supplementary Conditions are attached to and made a part of the Contract between _____ (Contractor) and The Town of Minturn, Colorado, (Owner) for the **2024 Fence and Gate Installation Project; Minturn Water Plant,** 1931 Highway 24, Minturn Colorado 81645. In the event any provision of these Supplementary Conditions conflicts with any provision of any other Contract Document, the provisions of these Supplementary Conditions shall govern.

ARTICLE 1 - GENERAL PROVISIONS

1.1 Scope of Work

a. The Contractor is required to examine carefully the site of the proposed Work, Proposal, and Plans and Specifications. They shall satisfy themselves as to the character, quality, and quantities of the Work to be performed, materials to be furnished, and as to the requirements of the specifications. The Contractor's signature on this agreement shall be evidence that the Contractor has made such an examination and constitutes an indisputable representation by the Contractor that the Contract Documents are sufficient in scope and detail to indicate and convey all of the terms and conditions for the performance of the Work.

b. Owner may appoint a Resident Project Representative to assist in observing the performance of the work. The Resident Project Representative will provide the Owner with a greater degree of assurance that the Contractor is complying with the requirements of this Agreement. Actions or Inactions of the Resident Project Representative in no way limit the Contractors responsibility to provide his work in accordance with the Contract Documents.

c. The Contract Documents are intended to fully describe the Work of this Contract. The Contractor shall include in the Contract Amount all items that can be reasonably inferred as required to provide the completed product.

d. Nothing contained in the Contract Documents shall be construed to have a meaning that would infer that the Owner would accept any Work of inferior quality, Work that does not meet the requirements of the Contract Documents, or industry standards.

ARTICLE 2 - OWNER

2.1 Owner's Project Representative

a. The Owner's Representative shall be Inter-Mountain Engineering represented by Jeffery Spanel. The Owner's Representative shall have authority to approve and execute by signature, applications for payment, change orders, and any other matters requiring decisions and subsequent approval and execution by signature.

b. Owner may appoint a Resident Project Representative to assist in observing the performance of the work. The Resident Project Representative will provide the Owner with a greater degree of assurance that the Contractor is complying with the requirements of this Agreement. Actions or Inactions of the Resident Project Representative in no way limit the Contractors responsibility to provide his work in accordance with the Contract Documents.

c. Representative will assist Owner in observing the performance of the Work. Observations by the Representative will provide the Owner a greater degree of assurance that the Contractor is complying with the requirements of this Agreement. Actions or inactions of the Representative in no way limit the Contractors responsibility to provide Work in accordance with the Contract Documents.

d. The Owner's Representative has no responsibility, duty, or authority for guaranteeing, warranting, directing, or superintending the Contractor's Work methods, safety of the jobsite, processes, failure to carry out the Work in accordance with contract requirements, timeliness in performance of the Work or any other aspect of construction for which the Contractor has responsibility.

2.2 Communications

a. All communications are to be directed through the Owner's Representative. This includes, but is not limited to: clarifications or interpretations of the Contract Documents, suggested modifications, submittals, Change Orders, and requests for payment.

b. No deviations from the Contract Documents shall be made without prior, written authorization of the Owner.

ARTICLE 3 -CONTRACTOR

3.1 Labor & Materials

a. Contractor shall base its price upon the use of items specifically named in the Contract Documents. No changes or substitutions will be considered after the execution of the Contract except those that, in the sole opinion of the Owner, will result in an improvement to the original scope of the Project, a savings to the Owner, or both. The Owner may consider substitutions required due to availability. The Owner must approve all proposed changes or substitutions, in advance, and in writing.

3.2 Materials Furnished by Owner

a. The Owner shall furnish no labor, no equipment, and no materials to the Contractor. It is the intention of this Contract to require the Contractor to furnish all labor, materials, and equipment necessary for the complete construction of the Scope of Work defined in the Contract Documents.

3.3 Project Management

a. The Contractor shall provide appropriate and adequate supervision on the site at all times that Work is in progress.

3.4 Character of Workers

a. Only competent Workers shall be employed in the performance of the Work. Should the Owner, in his sole opinion, feel that a Worker is incompetent, unfaithful, disorderly, or otherwise unsatisfactory; such Worker shall be removed from the project and shall not return to the site without the specific written consent of the Owner.

3.5 Construction Limits, Storage, and Deliveries

a. Prior to commencing Work, the Contractor shall meet with the Owner and determine the limits of construction for that particular segment of Work. The Contractor shall confine operations within the limits of construction agreed to at that meeting.

b. Site offices, Workshops, storage facilities, etc. shall be located only in locations approved by the Owner

c. The Contractor shall be responsible for the security of all stored materials.

d. The Contractor is responsible for any off-site storage required for their operations, if required.

3.6 Protection of Public and Private Property

a. All property shall be protected from damage. Property damaged by the Contractor during the construction of the Work shall be repaired or replaced, and left in as good condition as found the start of construction at the sole expense of the Contractor.

3.7 Safety

a. Safety is the sole responsibility of the Contractor. The Contractor is responsible for safety in, on, and around the Project site and for compliance with any regulations relating thereto.

b. The Contractor shall provide an emergency telephone number and contact that can be reached during non-Working hours.

3.8 Cleaning Up

a. The Contractor shall at all times keep the Project and any related buildings and premises clean of debris arising out of the Work. All waste materials generated as a result of the Contractors operations including, but not limited to, boilers, mechanical equipment, wiring, piping, etc. shall be picked up and placed in the Contractor provided waste receptacles.

b. The Contractor shall provide construction waste and recycling dumpsters and/or receptacles for the Work. No dumping shall be permitted in the Owners on-site trash facilities.

c. If the Contractor fails to clean up after itself, or any person or entity furnishing goods or services to it; the Owner, after providing 48 hours written notice to the Contractor, may elect to perform the clean-up. The Contractor agrees to reimburse the Owner for any and all costs incurred to perform said clean-up, plus a ten (10) percent charge for overhead expenses.

d. Final clean up must be approved and accepted by the Owner before the Contract may be considered complete.

3.9 Electrical Power and Water

a. The Owner shall provide and pay for all electric power reasonably required for the Work. Contractor shall coordinate with Owner to use power available to operate tools.

b. The Contractor shall provide and maintain on-site sanitary toilets and drinking water for use by Workers for the duration of the Work. Location for sanitary toilets shall be approved by Owner. Sanitary toilets shall be removed upon completion of Work.

c. Under no circumstances is the Contractor authorized to arrange for utility services to be billed to the Owner.

3.10 Federal, State and Local Laws

a. The Contractor shall conform to all applicable Federal, State, and local laws and ordinances in carrying out their obligations under this contract.

b. Contractor shall comply with all requirements for noise control.

c. Contractor shall comply with all requirements regarding hours of Work.

3.11 Parking

a. The Contractor shall be responsible for employee, supplier, and subcontractor parking and shall provide off-site parking if required.

b. Parking shall occur only in areas approved by the Owner.

3.12 Submittals

a. The Contractor may provide either electronic or written copies of required submittals. In the event Contractor provides written submittals, three (3) copies shall be provided. Two (2) will be retained by the Owner and one (1) returned to the contractor.

b. The Contractor shall ensure that the material and/or equipment indicated on the submittal is that which is proposed to be incorporated into the project; that it is in compliance with the contract drawings and specifications; and that it can be installed in the allocated spaces. Approved submittals must be returned to the Contractor prior to installation.

3.13 Environmental Issues

a. The Contactor shall be responsible for the safe handling and disposal of all hazardous materials (including containers) required for the Work.

3.14 Schedule & Notice:

a. The Contractor's Construction Schedule has been provided as an Exhibit to the Contract Documents.
   i. Due to high-mountain seasonal weather condition unknowns, the Construction Schedule may be adjusted by mutual agreement between Contractor and Owner. Any such adjustment must be evidenced in writing.
   ii. Work is to be performed between the hours of 8:00 AM and 6:00 PM local time Monday through Saturday.

ARTICLE 4 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

4.1 Operations with Others

a. The Owner reserves the right to have other Work performed by other Contractors and to permit public utility companies and others to do Work on and adjacent to the site. The Contractor shall conduct his operations and cooperate with the other parties so as to minimize interference with this other Work. Should a difference arise as to the rights of the Contractor and other parties, the Engineer shall serve as the mediator and their decision shall be final and binding on the Contractor.

ARTICLE 5 - CHANGES IN THE WORK

5.1 Unauthorized Work

a. The Contractor shall not perform any Work outside of the scope of this Agreement without the prior, written consent of the Owner. Should the Contractor proceed with any unauthorized Work, he does so at his own risk and expense.

5.2 Construction Change Directive

a. The Contractor shall forward proposals for Construction Change Directives within three (3) calendar days of receipt of a request from the Owner.

b. The cost or credit to the Owner resulting from a construction change directive shall be determined in one of the following ways:

   i. By Alternate prices named in the Contractors bid. Alternate prices shall include all costs of the Contractor, including but not limited to, materials, labor, supervision, taxes, insurance, bond, overhead and profit. Alternate prices shall be applied directly to the quantities or the differences in quantities for which unit prices are requested.

   ii. By cost agreed to by Owner and Contractor: The Contractor shall submit a detailed proposal for the Change Directive for approval by the Owner. The proposal shall include an itemized breakdown of quantities, unit cost, hours, rates of labor, etc. The proposal shall be prepared in sufficient detail as required for the Owner to establish the reasonableness of the proposal. Similar cost information covering subcontractor's Work shall be included as part of the Contractor's proposal. Charges for "handling" are not acceptable. The Contractor's Fee (including overhead and profit) for changes that increase the Contract Amount shall be increased by an amount equal to six percent (6.0%) of the value of the change. The Contractor's Fee (including overhead and profit) for changes that decrease the Contract Amount shall be increased by an amount equal to six percent (6.0%) of the value of the change.

ARTICLE 6 - TIME

6.1 Contract Time

a. The Contractor shall proceed immediately with the Work once a Notice to Proceed has been issued. Work shall be prosecuted continuously and without interruption based upon the Contractor's provided Schedule. The Contractor shall be responsible for any liquidated damage costs incurred as a result of delays caused by any cause within the Contractor's control.

ARTICLE 7 - PAYMENTS AND COMPLETION

7.1 Measurement and Payment

a. The quantities for which payment will be made are those shown in the Contract Schedule of Values. After the Contract is awarded, no adjustments to these quantities will be made, except for changes to the Work authorized by the Owner.

b. Payment will be made for only the line items listed on the Contract Schedule of Values. The Contractor shall include the entire cost for all of the Work of the Contract within these line items.

7.2 Progress Payments

a. Owner shall make progress payments on account of the Contract Lump Sum Amount to Contractor as follows:

(i) On or about the 1st of each month, but in no event later than the 5th day of that month, Contractor shall obtain all subcontractors' and material suppliers estimates of Work completed to date and shall submit to the Owner for approval an application for payment on account of the portion of Work completed; materials delivered to the Project Site (or stored at some other location agreed upon in writing by the Owner); and the earned pro rata share of the Contractor's fee and general conditions.

(ii) Each Application for Payment shall be based upon the approved Schedule of Values incorporated in the Contract Documents. The Schedule of Values shall (a) allocate the entire Total Contract Lump Sum Amount among the various portions of the Work; (b) shall be prepared in such form as the Owner may reasonably require; (c) shall be used as a basis for reviewing the Contractor's Applications for Payment; and (d) shall include a construction status report detailing the percent complete for each item of Work.

(iii) Each Application for Payment shall be for an amount equal to an estimate of the cost of the Work completed; materials delivered to the Project Site; the earned pro-rata-share of the Contractor's fee and general conditions; less Retainage held as described below; and less all previous payments. Estimates of the completed Work are subject to approval of the Owner.

(iv) Retainage of ten percent (10%) shall be held with respect to all Work until it is completed. Retainage shall be paid to the Contractor at the time of Substantial Completion of the Work, except that portion retained pending the completion of incomplete Work and unsettled claims. Owner may hold an amount equal to one hundred fifty percent (150%) of the value of incomplete Work or unsettled claims.

(v) Owner shall provide written Notice to Contractor of any disputed amount included in the Application for Payment within 15 days of receipt of said Application. An Application shall be deemed approved in the event no Notice is provided.

(vi) Within twenty (20) days after the submission of each Application for Payment to the Owner the amount as approved shall be due and payable by the Owner to the Contractor in current funds via a check deposited in the mail. There shall be a ten (10) day grace period from due date before interest is calculated.

(vii) Contractor may cease Work with no consequences if an approved Application is not paid in full 35 days after submitting said Application. All deadlines imposed on Contractor shall

automatically be extended by the number of Days Contractor has ceased Work plus a reasonable period for mobilization,

(viii) With each Application for Payment, the Contractor shall furnish the Owner with Lien Waivers from the Contractor, all subcontractors and material suppliers employed with respect to the Work that were paid in the immediately preceding Application for Payment. The Lien Waivers shall be in a form acceptable to the Owner and accompanied by a summary report listing each subcontractor and material supplier, their current subcontract amount, value of completed Work, current lien release amount, and total lien release amount.

(ix) With the application for Final Payment the Contractor shall furnish the Owner with Final Lien Waivers from the Contractor, all subcontractors and material suppliers employed with respect to the Work. Final Lien Waivers may be conditioned upon payment.

(x) Payments due and unpaid under the Contract shall bear interest from the date payment is due. Interest shall be paid at an annual rate of eighteen (18) percent, compounded monthly. The prevailing party in any litigation involving this Contract shall be entitled to recovery of its legal fees and other costs from the non-prevailing party, in addition to other relief awarded to it.

(xi) If a subcontractor or material supplier hired by Contractor or Contractor's subcontractor files a lien against the project, and provided the Owner is not in default of their obligations under this agreement, the Contractor shall furnish a bond satisfactory to the Owner against such lien. Should the Contractor fail to provide said bond, the Owner may withhold from amounts due to the Contractor an amount equal to two hundred (200) percent of the amount of the lien. Alternatively, Contractor may obtain a court order at Contractor's expense, including the cost of any bond provided to the court, to remove the lien. The Contractor shall refund to the Owner, all amounts that the Owner may be compelled to pay in discharging such liens, including all costs and attorney's fees, except to the extent that the lien arises due to Owner's failure to pay or is otherwise determined to have been filed due to Owner's breach of the Contract Documents.

7.3 Final Completion

a. The Project shall not be considered finally complete until the Contractor supplies the following to the Owner:

(i) All guarantees, warranties, and certificates evidencing warranties by manufacturers of products incorporated into the Work.

(ii) All testing and inspection reports.

(iii) All inspection Certificates, including Final Certificates of Occupancy, if applicable.

ARTICLE 8 - INSURANCE & BONDS

8.1 Indemnification

a. The Work performed by the Contractor shall indemnify, defend (at Contractor's sole expense) and hold harmless Owner, affiliated companies of Owner, their partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims of bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs)("Claims") to the extent such Claims are caused or alleged to be caused by Contractor's perfor4macen of the Work, Services provided by Contractor, or materials furnished by Contractor, or for those whom Contractor is legally responsible, whether or not said claims arise in part out of the concurrent act, omission, or negligence of the indemnified parties, whether active or passive. Contractor shall not be obligated to indemnify and defend Owner for claims found to be due to the sole negligence or willful misconduct of Indemnified Parties.

b. Contractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully barred by applicable Laws.

8.2 Insurance

a. Upon execution of this Agreement, and prior to the Contractor's commencing any Work or services with regard to the Project, the Contractor shall carry insurance in the minimum amounts noted on the attached sample Certificate of Insurance. The Contractor shall provide the Owner with a Certificate of Insurance and Additional Insured Endorsement naming the Owner and Inter-Mountain Engineering as Additional Insured. All coverages shall be placed with an insurance company duly admitted in the State of Colorado and shall be reasonably acceptable to Owner. All Contractor insurance carriers must be "A" rated.

b. Each Certificate of Insurance shall provide that the insurer must give the Owner at least 30 days' prior written notice of cancellation and termination of the Owner's coverage there under. Not less than two weeks prior to the expiration, cancellation, or termination of any such policy, the Contractor shall supply the Owner with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of Owner as set forth above.

c. It is hereby understood and agreed that such insurance as is afforded by the Contractor's policies shall be primary and not contributing with any other insurance and shall provide a waiver of subrogation rights endorsement in favor of the Contractor and Owner. ALL ENDORSEMENTS MUST STATE ON THE ENDORSEMENT THAT INSURANCE PROVIDED IS PRIMARY AND NON-CONTRIBUTORY.

d. Additionally, and prior to commencement of the Work, the Contractor shall provide the Owner with a Certificate of Insurance showing liability insurance coverage for the Contractor and any employees, agents, or Sub-Contractors of the Contractor for any Workers' Compensation, Employer's Liability and Automobile Liability. In the event any of these policies are terminated, Certificates of Insurance showing replacement coverage shall be provided to the Owner. Coverages shall be no less than the following:

(i) Workers' Compensation and Employers' Liability Insurance: As required by law and affording thirty (30) days written notice to Owner prior to cancellation or non-renewal.

(ii) Business Auto Liability Insurance: Written in the amount of not less than $1,000,000 per occurrence for bodily injury and/or property damage, uninsured and underinsured motorist liability, medical payments and damages to vehicles combined including: owned autos, hired or borrowed autos, non-owned autos, and an endorsement affording a thirty (30) day notice to Owner prior to cancellation, non-renewal or amendment (excepting amendments naming Additional Insured's).

(iii) Waiver of Subrogation: Contractor shall obtain from each of its s insurers a waiver of subrogation in favor of Contractor and Owner with respect to Losses arising out of or in connection with the Work.

ARTICLE 9 - MISCELLANEOUS PROVISIONS

9.1 Inspection, observation, and testing of the Work

a. At all times, representatives of the Owner, Architect, Engineer, and any agencies affected by the Work shall have the right to enter and inspect any and all parts of the Work for compliance with the Contract Documents. Record Documents are to be available to the Owner or his representatives at all times the Work is in progress.

b. Observations or testing shall in no way excuse the Contractor for defects discovered in the Work.

9.2 Traffic Regulations

a. Streets and passageways are to remain open to vehicular and pedestrian traffic at all times.

b. The Contractor shall maintain continuous access for emergency vehicles.

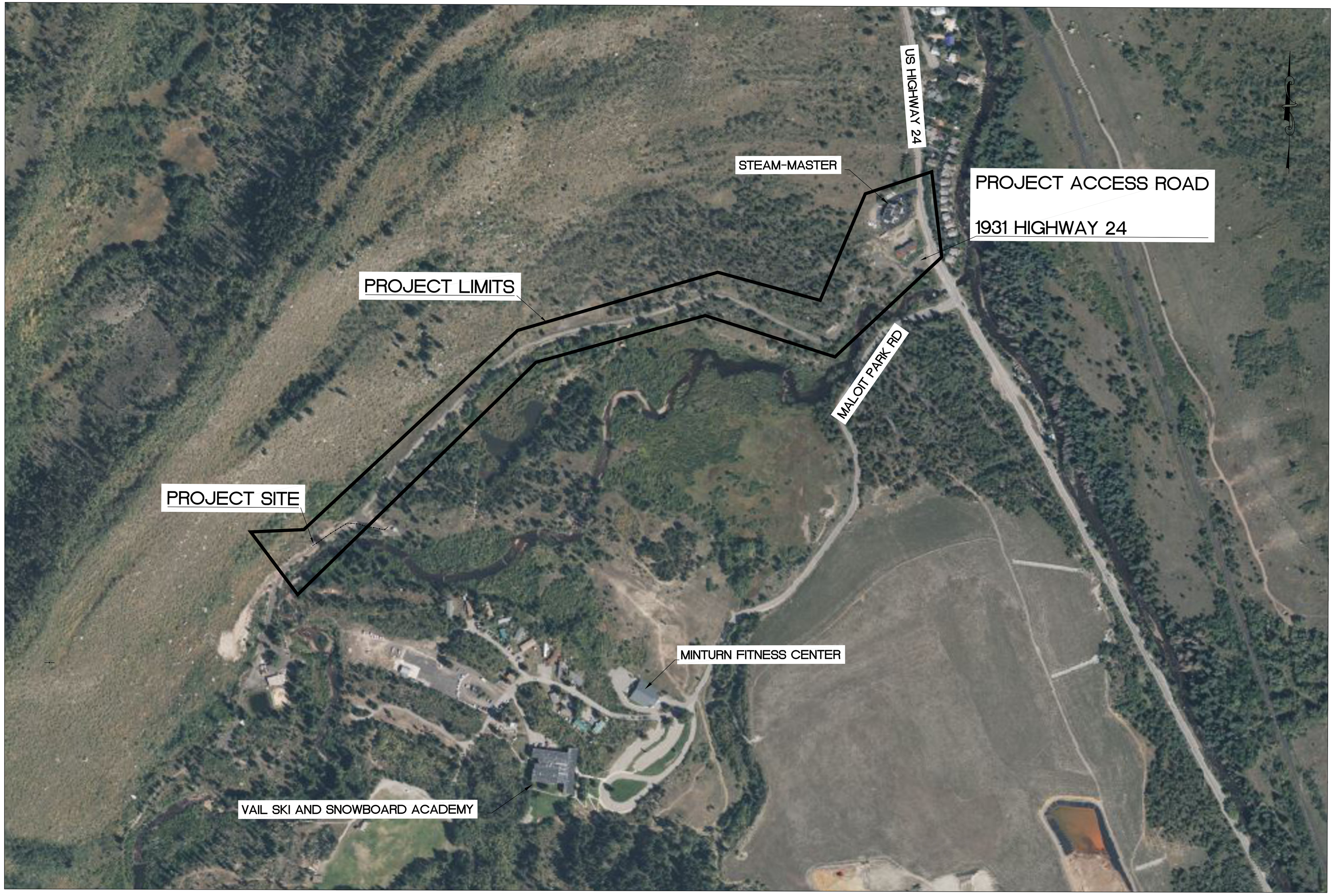
ARTICLE 10 – TERMINATION OR SUSPENSION OF THE CONTRACT

10.1 Termination by the Owner for Convenience:

a. In the event the Owner terminates a part of the Work for convenience, Owner shall give Contractor seven days' prior written notice specifying the part of the Work to be terminated and the effective date of termination. Contractor shall continue to prosecute the part of the Work not terminated. Contractor shall be entitled to payment for Work executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) and for costs directly related to Work thereafter performed by Contractor in terminating such Work, including reasonable demobilization charges. For any remainder of the Work not terminated for convenience, the Contract Documents shall remain in full force and effect. In addition, Contractor shall be entitled to a termination fee equal to 1 ½ % on the value of any Work terminated based on the schedule of values.

10.2 Termination by the Owner for Cause:

a. In the event the Contractor breaches any of the terms of this Agreement, the Owner shall have the right to terminate this contract and cancel any further obligations hereunder. Contractor shall be responsible for any costs incurred by Owner for said breach, including reasonable attorney's fees.



VICINITY MAP

SCALE: 1" = 300'

NO.	DATE	REVISION	BY

Inter-Mountain ENGINEERING
Civil Engineers & Surveyors
P.O. BOX 975, AVON, CO 81620, PH: (970)949-5072, FAX: (970)949-8339
9618 BROOK HILL LANE, LONE TREE, CO 80124 EMAIL: INFO@INTERMTN.NET

CLIENT: TOWN OF MINTURN

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MINTURN WATER PLANT GATE

MALOIT PARK EXEMPTION – TRACT B
1931 US HIGHWAY 24
COUNTY OF EAGLE, STATE OF COLORADO

DESIGNED BY:	JUSTIN A.
DRAWN BY:	JUSTIN A.
CHECKED BY:	JEFF S.
DATE ISSUED:	3-6-2024
PROJECT NO.	23-0001
SHEET NO.	1 OF 2

NOTES:

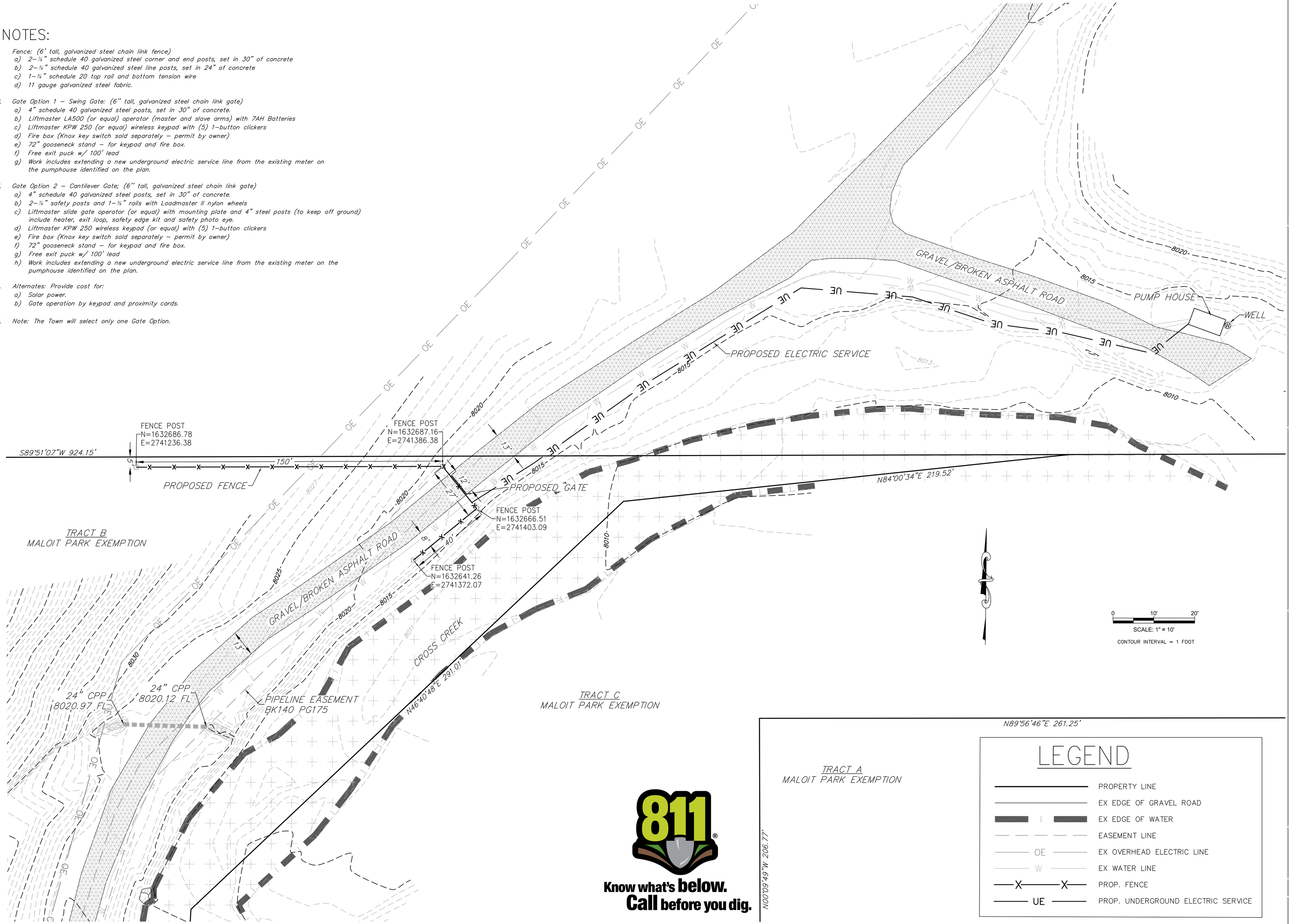
1. Fence: (6' tall, galvanized steel chain link fence)
   a) 2-⅞" schedule 40 galvanized steel corner and end posts, set in 30" of concrete
   b) 2-⅞" schedule 40 galvanized steel line posts, set in 24" of concrete
   c) 1-⅝" schedule 20 top rail and bottom tension wire
   d) 11 gauge galvanized steel fabric.

2. Gate Option 1 – Swing Gate: (6'' tall, galvanized steel chain link gate)
   a) 4" schedule 40 galvanized steel posts, set in 30" of concrete.
   b) Liftmaster LA500 (or equal) operator (master and slave arms) with 7AH Batteries
   c) Liftmaster KPW 250 (or equal) wireless keypad with (5) 1-button clickers
   d) Fire box (Knox key switch sold separately – permit by owner)
   e) 72" gooseneck stand – for keypad and fire box.
   f) Free exit puck w/ 100' lead
   g) Work includes extending a new underground electric service line from the existing meter on the pumphouse identified on the plan.

3. Gate Option 2 – Cantilever Gate; (6'' tall, galvanized steel chain link gate)
   a) 4" schedule 40 galvanized steel posts, set in 30" of concrete.
   b) 2-⅞" safety posts and 1-⅝" rails with Loadmaster II nylon wheels
   c) Liftmaster slide gate operator (or equal) with mounting plate and 4" steel posts (to keep off ground) include heater, exit loop, safety edge kit and safety photo eye.
   d) Liftmaster KPW 250 wireless keypad (or equal) with (5) 1-button clickers
   e) Fire box (Knox key switch sold separately – permit by owner)
   f) 72" gooseneck stand – for keypad and fire box.
   g) Free exit puck w/ 100' lead
   h) Work includes extending a new underground electric service line from the existing meter on the pumphouse identified on the plan.

4. Alternates: Provide cost for:
   a) Solar power.
   b) Gate operation by keypad and proximity cards.

5. Note: The Town will select only one Gate Option.



LEGEND

	PROPERTY LINE
	EX EDGE OF GRAVEL ROAD
	EX EDGE OF WATER
	EASEMENT LINE
OE	EX OVERHEAD ELECTRIC LINE
W	EX WATER LINE
—X—X—	PROP. FENCE
UE	PROP. UNDERGROUND ELECTRIC SERVICE

Know what's below. Call before you dig.

NO.	DATE	REVISION	BY

Inter-Mountain ENGINEERING
Civil Engineers & Surveyors
P.O. BOX 975, AVON, CO 81620, PH. (970)949-5072, FAX: (970)949-8339
9618 BROOK HILL LANE, LONE TREE, CO 80124 EMAIL: INFO@INTERMTN.NET

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MINTURN WATER PLANT GATE

MALOIT PARK EXEMPTION – TRACT B
1931 US HIGHWAY 24
COUNTY OF EAGLE, STATE OF COLORADO

DESIGNED BY:	JUSTIN A.
DRAWN BY:	JUSTIN A.
CHECKED BY:	JEFF S.
DATE ISSUED:	3-6-2024
PROJECT NO.	23-0001
SHEET NO.	2 OF 2

C:\IME Dropbox\CAD\CAB SPO\1000\Gate\DWG\110014 PROPOSED FENCE.dwg 3/30/2024 11:58:37 AM Adobe PDF

To: Minturn Town Council
From: Michelle Metteer
Date: June, 2024
RE: Town Manager Update

Tract C (South of Minturn North Development)

Tract C: The Town is now the owner of Tract C, a parcel of land immediately adjacent to the southern end of the Minturn North project. See final plat for reference. The Council and public will need to conduct a public process which we expect to begin later this fall/early winter to determine the future use of this parcel. In the meantime, there is an opportunity to receive fill dirt from the Minturn North project that would allow the creation of parking and snow storage along the southern end of Taylor Ave which would support almost any future use, see included overall site plan which shows the establishment of a 25' wide by approximately 125' long shaded area. Although Jeff Spanel has indicated this tract is NOT an ideal area for a pocket park given the slopes of the parcel, by creating this parking/shoulder, the Town leaves open the option for almost any use while simultaneously increasing off-road parking on Taylor St and additional snow storage. I would like to take this opportunity for the free fill to create the parking and snow storage area as homes get developed. Here are a few more details from Jeff Spanel:

- The plan shows the shoulder extending 25' from the edge of asphalt on Taylor.
- The grade shown for the first 25' is 4% and then steepens to 2:1 to catch the existing ground surface.
- It will require about 700 Cubic Yards of material to construct the widened shoulder.
- About 80 Cubic yards of material would be required to build a 4" deep surface of gravel or asphalt millings.
- This could create about 25 parking spaces.
- Future access to Tract C will likely be from Taylor, so the shoulder widening could serve as access for a future use.
- Based on Minturn North estimates, removing the fill and reseeding the ground would cost about $50,000.

Bulb Outs

I have attached the most up to date submittal to CDOT for the temporary bulb outs on Main Street. You will see that Mann Ave has been added to the design.

Community Events

With the results of the Community Survey, staff will be reevaluating the community events to ensure the events being offered by the town are in alignment with the interests of the community. We anticipate a brief survey to go live in the coming weeks asking the public for their feedback on what community events they would propose. Any proposed changes to the annual event lineup will be brought to the Council and public for consideration.

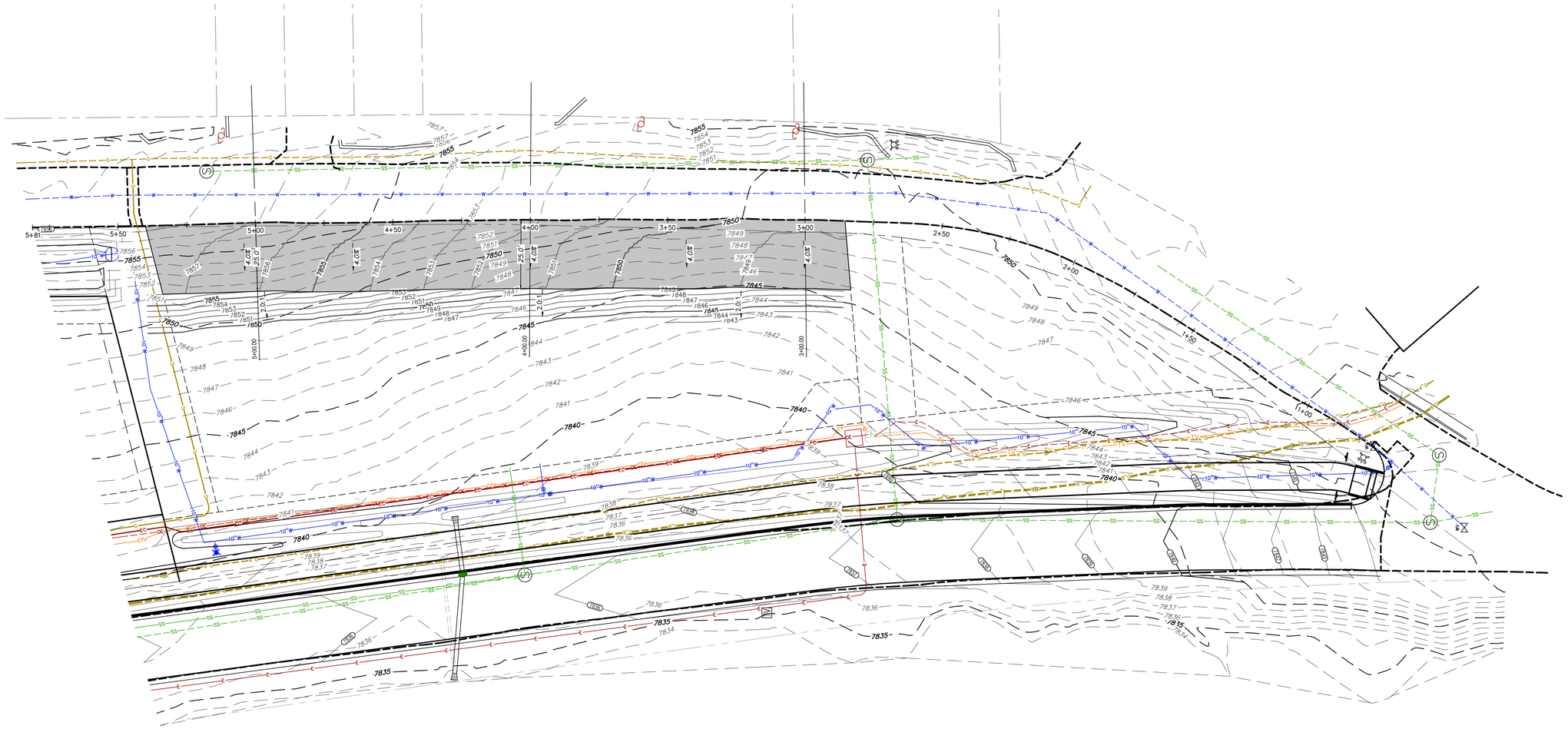
Safe Streets 4 All (SS4A)

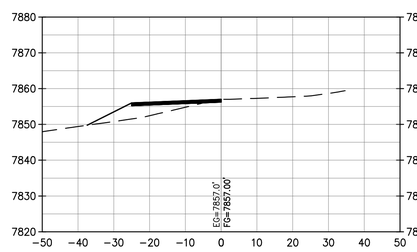
Brian Rodine, Jeff Spanel, and I conducted interviews for three of the five SS4A firm proposals. We anticipate selecting a firm, the three interviews and moving forward with a proposal which will require approval by the Town Council before the project can get underway.

Out of Office

I will be out of the office June 17-21 and not attending the June 19th Council meeting. Mike Sawyer will attend that meeting, in person, in my absence.

301 Boulder St #309 • Minturn, CO 81645 • www.minturn.org • info@minturn.org • 970-827-5645





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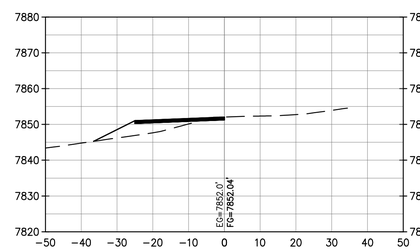

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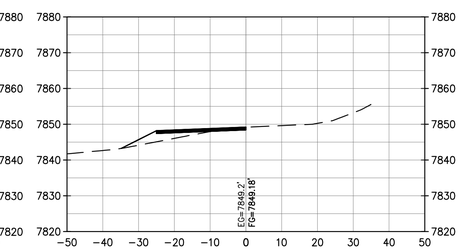

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H: 1"=10'
V: 1"=10'

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

PRELIMINARY
NOT FOR CONSTRUCTION

811
FOR BURIED UTILITY INFORMATION
THREE (3) BUSINESS DAYS
BEFORE YOU DIG
CALL 811
(or 1-800-922-1987)
UTILITY NOTIFICATION
CENTER OF COLORADO (UNCC)
www.uncc.org

NO.	DATE	REVISION	BY

Inter-Mountain ENGINEERING
Civil Engineers & Surveyors
30 BENCHMARK RD., STE 216, P.O. BOX 978, AVON, CO 81620
PH: (970)949-8073 / EMAIL: INFO@INTERMTN.NET

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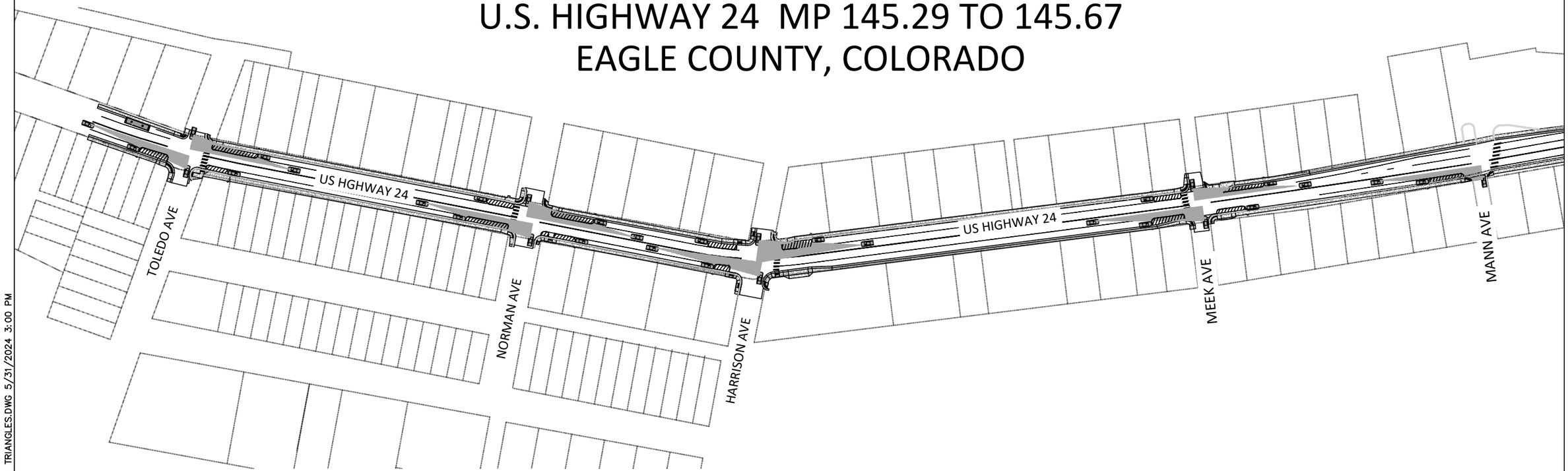
OVERALL SITE PLAN

TAYLOR AVE. – SNOW STORAGE
TOWN OF MINTURN, COLORADO

DESIGNED BY:	BPS
DRAWN BY:	BPS
CHECKED BY:	BPS
DATE ISSUED:	5/21/24
PROJECT NO.	24–0001
SHEET NO.	1 OF 1

C:\ME DROPBOX\CAD\CIVIL 3D\24000\TAYLOR AVE ROW\DWG\24000-W-GRADING.DWG 5/21/2024 9:45 AM

TOWN OF MINTURN INTERSECTION CHANNELIZATION PROJECT
U.S. HIGHWAY 24 MP 145.29 TO 145.67
EAGLE COUNTY, COLORADO



GENERAL NOTES:

1. THE CONTRACTOR SHALL CONFORM TO ALL COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) AND TOWN OF MINTURN (TOM) RULES, REGULATIONS AND STIPULATIONS WHILE ACCESSING THROUGH OR WORKING ON SITE. THE CONTRACTOR SHALL CONFORM TO THE TERMS, CONDITIONS, AND STIPULATIONS OF THE CDOT RIGHT-OF-WAY PERMIT, AND CDOT UTILITY PERMIT. THE TOWN WILL PROVIDE PERMIT COPIES.

2. ALL MATERIALS, EQUIPMENT, INSTALLATION, AND CONSTRUCTION WORK WITHIN THE STATE HIGHWAY RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE FOLLOWING STANDARD REFERENCES AS APPLICABLE:
   A. CDOT FIELD MATERIAL MANUAL-2021
   B. CDOT CONSTRUCTION MANUAL -2019 (UPDATED MARCH 15, 2022)
   C. CDOT SURVEY MANUAL -2021 (UPDATED 2022)
   D. CDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION-2021 (UPDATED APRIL 11,2022)
   E. CDOT STANDARD SPECIAL PROVISIONS, AS APPLICABLE TO THE PROJECT
   F. CDOT STANDARD PLANS (M&S STANDARDS)-2019
   G. FHWA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) FOR STREETS AND HIGHWAYS-2009 (UPDATED JULY 2022)
   H. AASHTO ROADSIDE DESIGN GUIDE-2011 (UPDATED FEBRUARY 2012)

3. CONSTRUCTION SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE ENGINEER OWNER, OR CDOT WILL BE RESPONSIBLE FOR MONITORING OR ASSURING CONTRACTOR'S COMPLIANCE WITH ANY APPLICABLE SAFETY LAWS, PROGRAMS, REGULATIONS, OR POLICES.

4. THE CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE OWNER, ENGINEER, CDOT, AND PROPERTY OWNERS AT LEAST 72 HOURS PRIOR TO THE START OF CONSTRUCTION. NO CONSTRUCTION WILL BE PERMITTED PRIOR TO THE PRE-CONSTRUCTION MEETING. THE CONTRACTOR SHALL NOTIFY THE OWNER AND CDOT A MINIMUM OF 48 HOURS AND A MAXIMUM OF 96 HOURS PRIOR TO STARTING CONSTRUCTION.

5. HOURS OF CONSTRUCTION SHALL BE LIMITED TO MONDAY TO FRIDAY FROM 6:30AM TO 7:00 PM. NO WORK WILL BE ALLOWED AT NIGHT, SATURDAYS, SUNDAYS, OR LEGAL HOLIDAYS WITHOUT PRIOR AUTHORIZATION FROM THE OWNER IN COMPLIANCE WITH THE CONDITIONS OF THE PROJECT PERMITS. CDOT MAY ALSO RESTRICT WORK WITHIN THE HIGHWAY RIGHT-OF-WAY DURING ADVERSE WEATHER CONDITIONS OR SPECIAL EVENTS.

6. THE CONTRACTOR SHALL PREPARE THE TRAFFIC CONTROL PLAN. A TRAFFIC CONTROL PLAN MUST BE PREPARED BY AN AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA) CERTIFIED INDIVIDUAL OR A PROFESSIONAL TRAFFIC ENGINEER, CONSISTENT WITH THE MUTCD. SAID PLAN MUST BE SIGNED AND STAMPED BY COLORADO REGISTERED PROFESSIONAL ENGINEER, OR OTHERWISE CERTIFIED BY THE ATSSA WORK-SITE CONTROL SUPERVISOR. THE CONTRACTOR WILL BE RESPONSIBLE FOR FOLLOWING THE TRAFFIC CONTROL PLAN APPROVED BY CDOT AND THE LOCAL ISSUING AUTHORITY (7) DAYS PRIOR TO ANY CONSTRUCTION WITHIN THE RIGHT-OF-WAY. THE CONTRACTOR SHALL DESIGNATE A CERTIFIED TRAFFIC CONTROL SUPERVISOR (TCS) TO MANAGE CONSTRUCTION SIGNAGE AND SAFETY OF OPERATIONS DURING ACTIVITIES WITHIN CDOT RIGHT-OF-WAY. THE TCS SHALL BE AVAILABLE WHENEVER WORK IS IN PROGRESS.

7. THE PLACEMENT OF STATE HIGHWAY STRIPING ON THE ASPHALT HIGHWAY MUST BE VERIFIED AND ACCEPTED BY CDOT A MINIMUM OF 24 HOURS PRIOR TO ACTUAL STRIPING. ALL STRIPING MUST BE PLACED IN ACCORDANCE WITH CDOT M&S STANDARDS DESCRIBED ON STANDARD PLAN NO. S-627-1, UNLESS OTHERWISE NOTED ON THE PLANS.

DRAWING INDEX

Sheet Number:	Title:
1 of 8	COVER SHEET
2 of 8	TOLEDO AVENUE INTERSECTION
3 of 8	NORMAN AVENUE INTERSECTION
4 of 8	HARRISON AVENUE INTERSECTION
5 of 8	MEEK AVENUE INTERSECTION
6 of 8	MANN AVENUE INTERSECTION
7 of 8	DELINEATOR DETAILS
8 of 8	ADDITIONAL DETAILS

0 150' 300'

SCALE: 1" = 150'

SHEET REVISIONS

NO.	DATE:	DESCRIPTION:	BY:
1	5-8-24	Remove Street Art	JA
2	5-31-24	Revised Per CDOT Comments	BS

Inter-Mountain ENGINEERING
Civil Engineers & Surveyors
30 BENCHMARK RD., STE 216, P.O. BOX 978, AVON, CO 81620
PH: (970)949-5072 / EMAIL: INFO@INTER-MTN.NET

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COVER SHEET

US HIGHWAY 24
TOWN OF MINTURN
STATE OF COLORADO

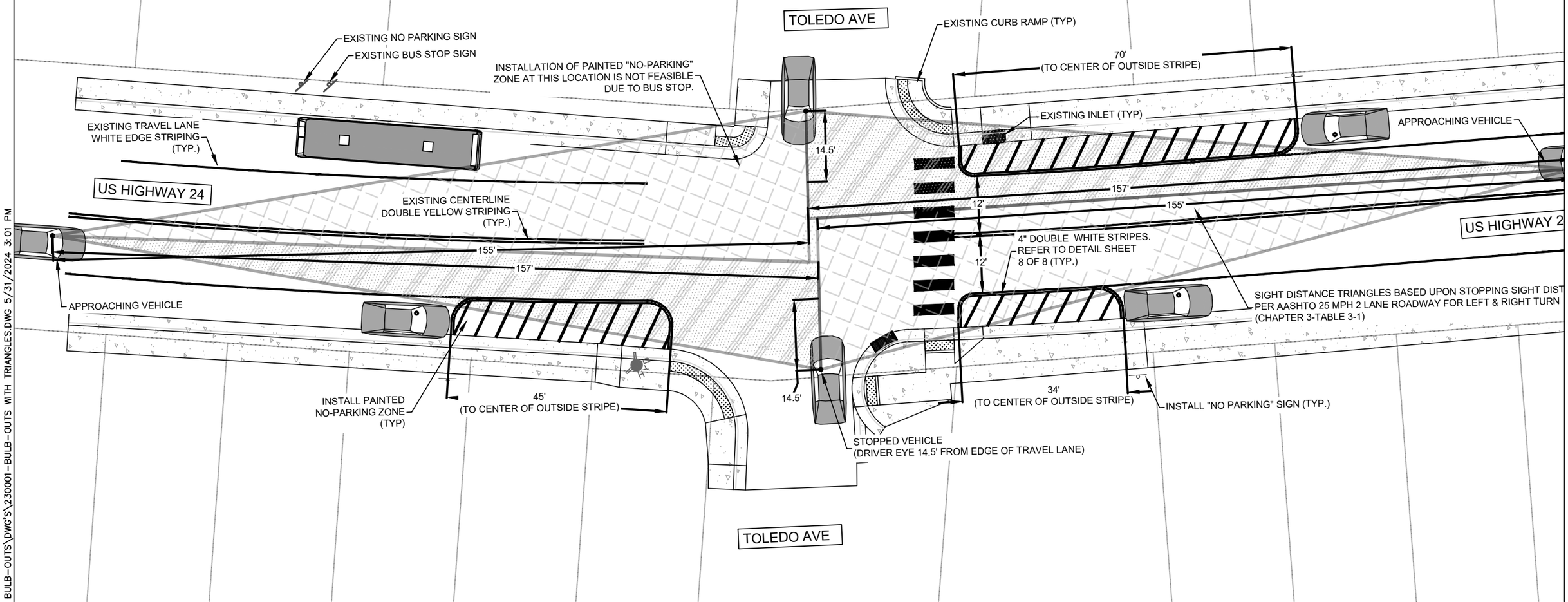
DESIGNED BY:	JA
CHECKED BY:	JS
DATE ISSUED:	5-8-24
PROJECT NO.	23-0001
SHEET NO.	1 of 8

C:\ME DROPBOX\CAD\CIVIL 3D\230001\MAIN STREET BULB-OUTS\DWG'S\230001-BULB-OUTS WITH TRIANGLES.DWG 5/31/2024 3:00 PM

*TYPICAL AT ALL BULB-OUTS:

1.) OUTLINE BULB-OUT ON HIGHWAY SIDE ONLY WITH DOUBLE 4" WHITE STRIPE. START AND STOP STRIPE AT EACH EDGE OF CROSSWALK - STRIPE MUST NOT EXTEND THROUGH CROSSWALK. REFER TO DETAIL ON SHEET 8 OF 8.

2.) INSTALL "NO PARKING" SIGN AT EACH BULB-OUT LOCATION AS SHOWN.



MAIN STREET & TOLEDO AVENUE INTERSECTION

0 20' 40'

SCALE: 1" = 20'

SHEET REVISIONS			
NO.	DATE:	DESCRIPTION:	BY:
1	5-8-24	Remove Street Art	JA
2	5-31-24	Revised Per CDOT Comments	BS

Inter-Mountain ENGINEERING
Civil Engineers & Surveyors
30 BENCHMARK RD., STE 216, P.O. BOX 978, AVON, CO 81620
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TOLEDO AVENUE INTERSECTION

US HIGHWAY 24
TOWN OF MINTURN
STATE OF COLORADO

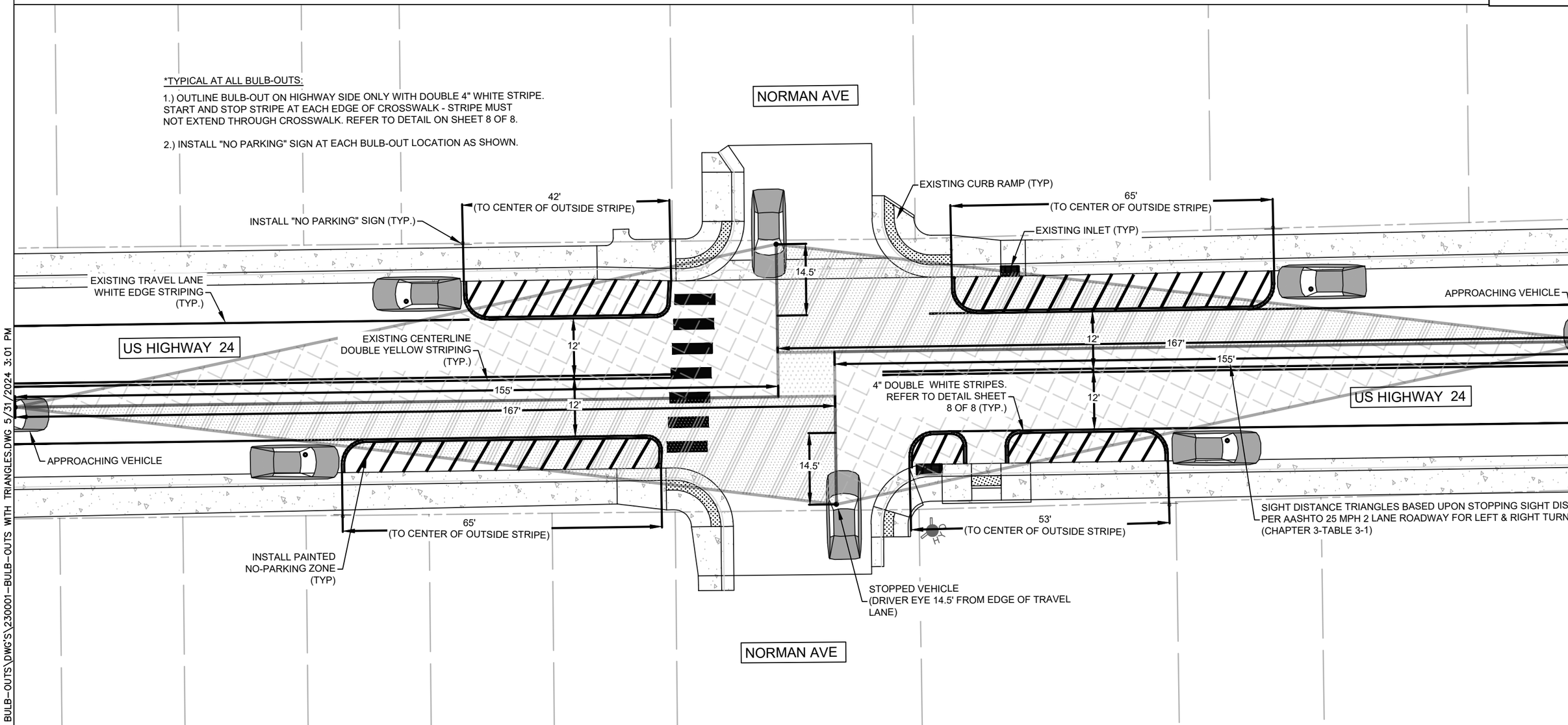
DESIGNED BY:	JA
CHECKED BY:	JS
DATE ISSUED:	5-8-2024
PROJECT NO.	23-0001
SHEET NO.	2 of

C:\ME DROPBOX\CAD\CIVIL 3D\230001\MAIN STREET BULB-OUTS\DWG'S\230001-BULB-OUTS WITH TRIANGLES.DWG 5/31/2024 3:01 PM

*TYPICAL AT ALL BULB-OUTS:

1.) OUTLINE BULB-OUT ON HIGHWAY SIDE ONLY WITH DOUBLE 4" WHITE STRIPE. START AND STOP STRIPE AT EACH EDGE OF CROSSWALK - STRIPE MUST NOT EXTEND THROUGH CROSSWALK. REFER TO DETAIL ON SHEET 8 OF 8.

2.) INSTALL "NO PARKING" SIGN AT EACH BULB-OUT LOCATION AS SHOWN.



0 20' 40'

SCALE: 1" = 20'

MAIN STREET & NORMAN AVENUE INTERSECTION

SHEET REVISIONS			
NO.	DATE:	DESCRIPTION:	BY:
1	5-8-24	Remove Street Art	JA
2	5-31-24	Revised Per CDOT Comments	BS

Inter-Mountain ENGINEERING
Civil Engineers & Surveyors
30 BENCHMARK RD., STE 216, P.O. BOX 978, AVON, CO 81620
PH: (970)949-5072 / EMAIL: INFO@INTER-MTN.NET

CLIENT: TOWN OF MINTURN

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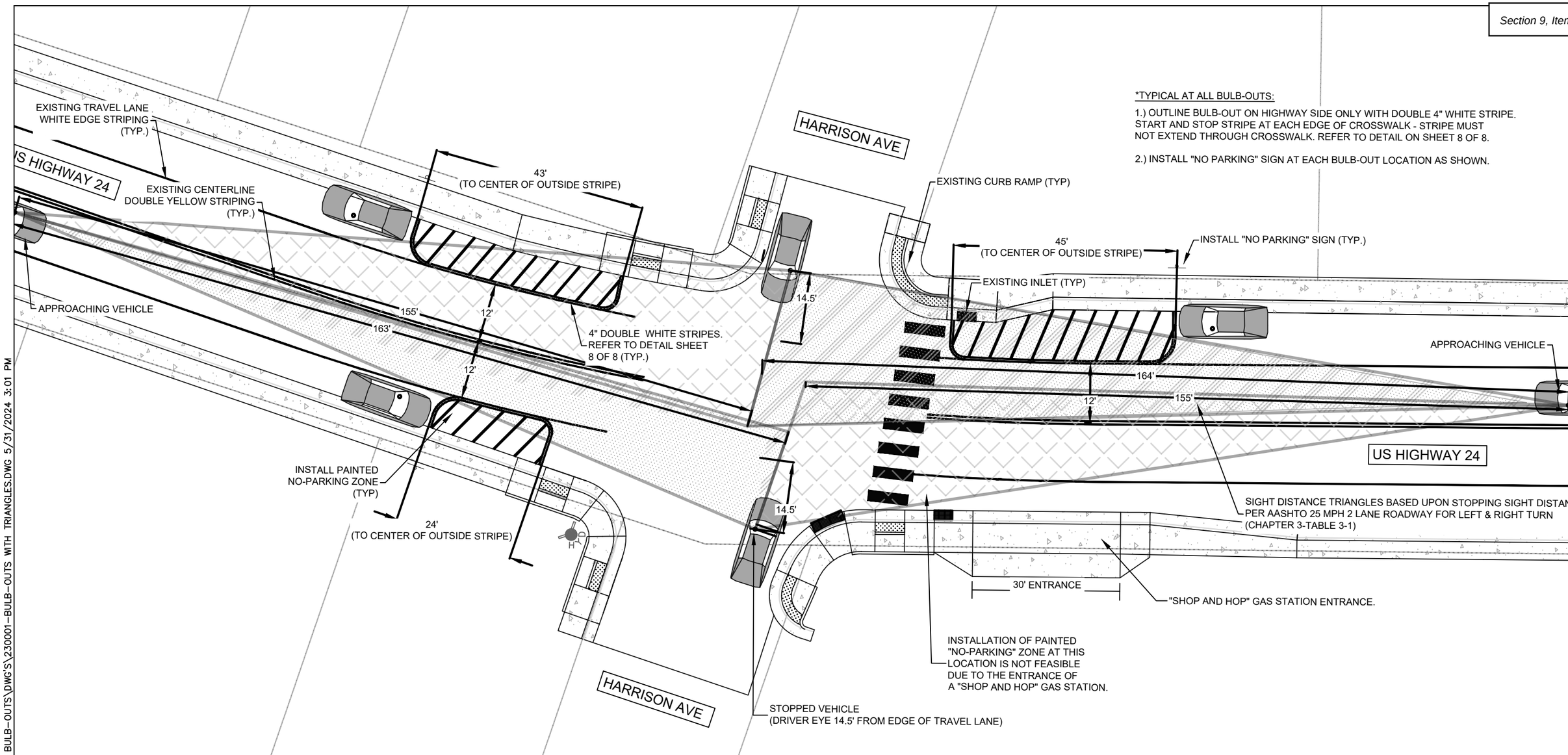
NORMAN AVENUE INTERSECTION

US HIGHWAY 24
TOWN OF MINTURN
STATE OF COLORADO

DESIGNED BY: JA
CHECKED BY: JS
DATE ISSUED: 5-8-2024
PROJECT NO. 23-0001
SHEET NO. 3 of

C:\IME DROPBOX\CAD\CIVIL 3D\230001\MAIN STREET BULB-OUTS\DWG'S\230001-BULB-OUTS WITH TRIANGLES.DWG 5/31/2024 3:01 PM



0 20' 40'

SCALE: 1" = 20'

MAIN STREET & HARRISON AVENUE INTERSECTION

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SHEET REVISIONS			
NO.	DATE:	DESCRIPTION:	BY:
1	5-8-24	Remove Street Art	JA
2	5-31-24	Revised Per CDOT Comments	BS

Inter-Mountain ENGINEERING
Civil Engineers & Surveyors
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HARRISON AVENUE INTERSECTION

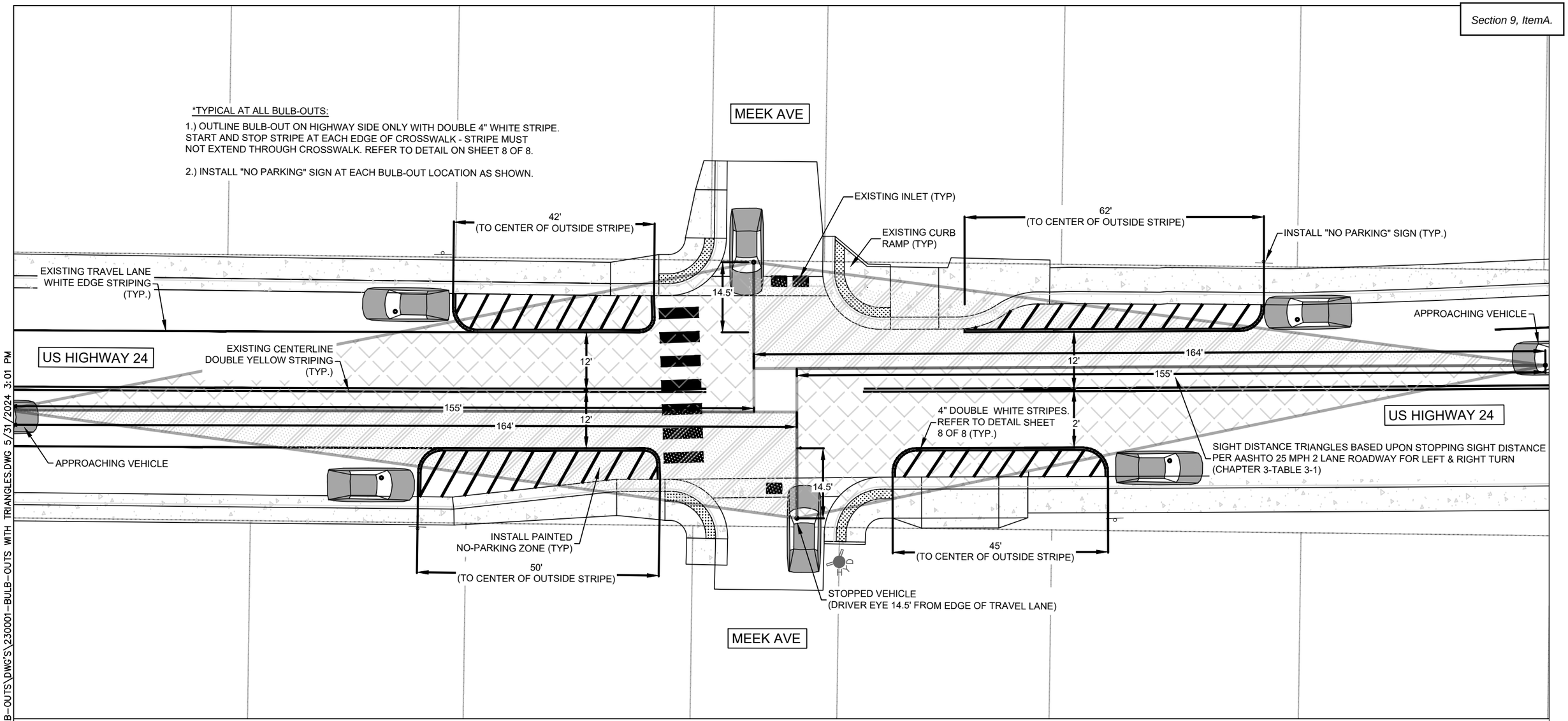
US HIGHWAY 24
TOWN OF MINTURN
STATE OF COLORADO

DESIGNED BY:	JA
CHECKED BY:	JS
DATE ISSUED:	5-8-2024
PROJECT NO.	23-0001
SHEET NO.	4 of

*TYPICAL AT ALL BULB-OUTS:

1.) OUTLINE BULB-OUT ON HIGHWAY SIDE ONLY WITH DOUBLE 4" WHITE STRIPE. START AND STOP STRIPE AT EACH EDGE OF CROSSWALK - STRIPE MUST NOT EXTEND THROUGH CROSSWALK. REFER TO DETAIL ON SHEET 8 OF 8.

2.) INSTALL "NO PARKING" SIGN AT EACH BULB-OUT LOCATION AS SHOWN.



0 20' 40'

SCALE: 1" = 20'

MAIN STREET & MEEK AVENUE INTERSECTION

C:\ME DROPBOX\CAD\CIVIL 3D\230001\MAIN STREET BULB-OUTS\DWG'S\230001-BULB-OUTS WITH TRIANGLES.DWG 5/31/2024 3:01 PM

SHEET REVISIONS

NO.	DATE:	DESCRIPTION:	BY:
1	5-8-24	Remove Street Art	JA
2	5-31-24	Revised Per CDOT Comments	BS

Inter-Mountain ENGINEERING
Civil Engineers & Surveyors
30 BENCHMARK RD., STE 216, P.O. BOX 978, AVON, CO 81620
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MEEK AVENUE INTERSECTION

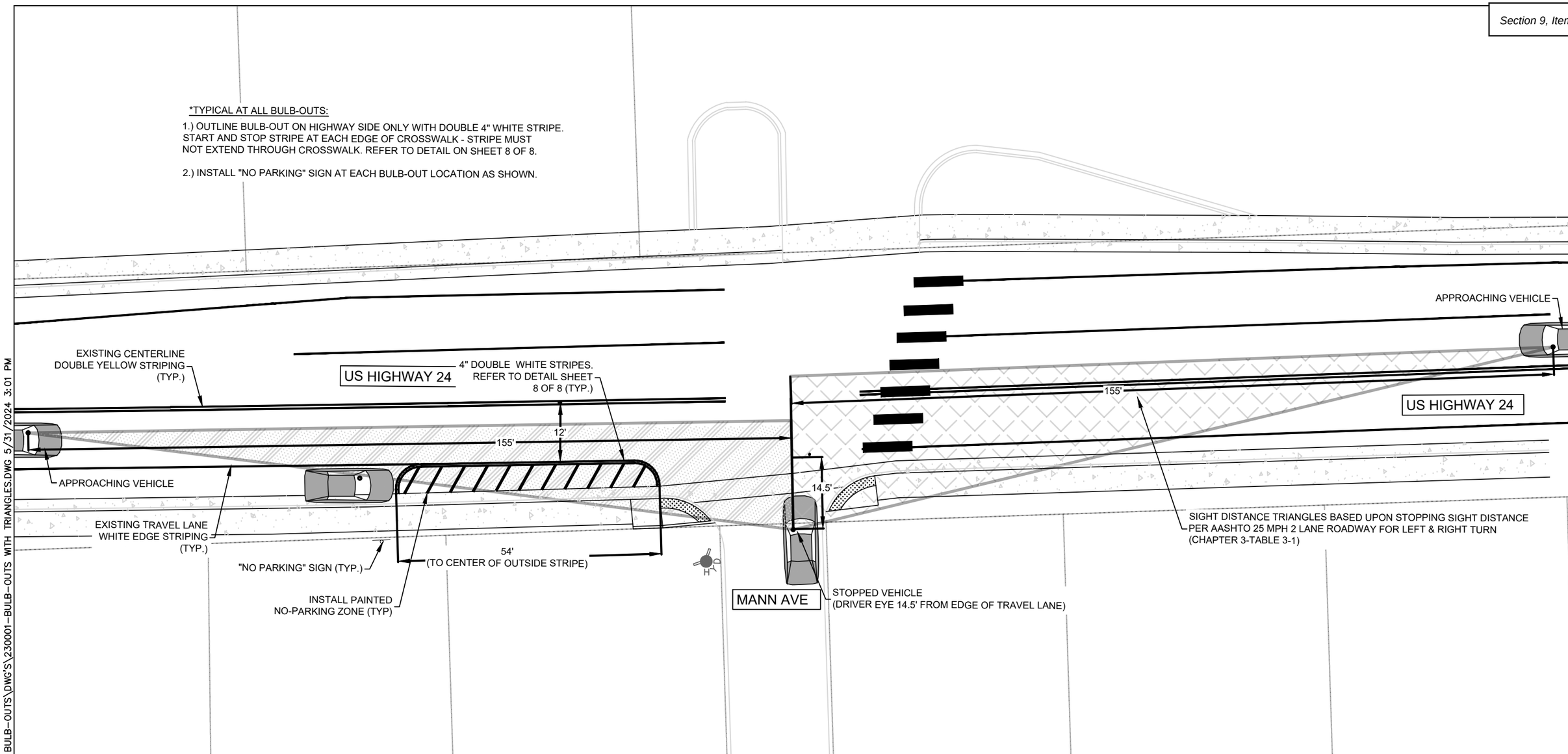
US HIGHWAY 24
TOWN OF MINTURN
STATE OF COLORADO

DESIGNED BY: JA
CHECKED BY: JS
DATE ISSUED: 5-8-2024
PROJECT NO. 23-0001
SHEET NO. 5 of

*TYPICAL AT ALL BULB-OUTS:

1.) OUTLINE BULB-OUT ON HIGHWAY SIDE ONLY WITH DOUBLE 4" WHITE STRIPE. START AND STOP STRIPE AT EACH EDGE OF CROSSWALK - STRIPE MUST NOT EXTEND THROUGH CROSSWALK. REFER TO DETAIL ON SHEET 8 OF 8.

2.) INSTALL "NO PARKING" SIGN AT EACH BULB-OUT LOCATION AS SHOWN.



0 20' 40'

SCALE: 1" = 20'

MAIN STREET & MANN AVENUE INTERSECTION

SHEET REVISIONS			
NO.	DATE:	DESCRIPTION:	BY:
1	5-8-24	Remove Street Art	JA
2	5-31-24	Revised Per CDOT Comments	BS

Inter-Mountain ENGINEERING
Civil Engineers & Surveyors
30 BENCHMARK RD., STE 216, P.O. BOX 978, AVON, CO 81620
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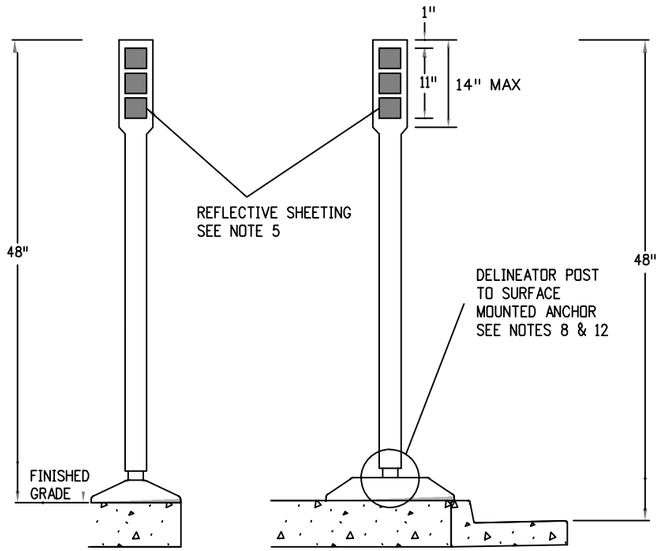
MANN AVENUE INTERSECTION

US HIGHWAY 24
TOWN OF MINTURN
STATE OF COLORADO

DESIGNED BY:	JA
CHECKED BY:	JS
DATE ISSUED:	5-8-2024
PROJECT NO.	23-0001
SHEET NO.	6 of

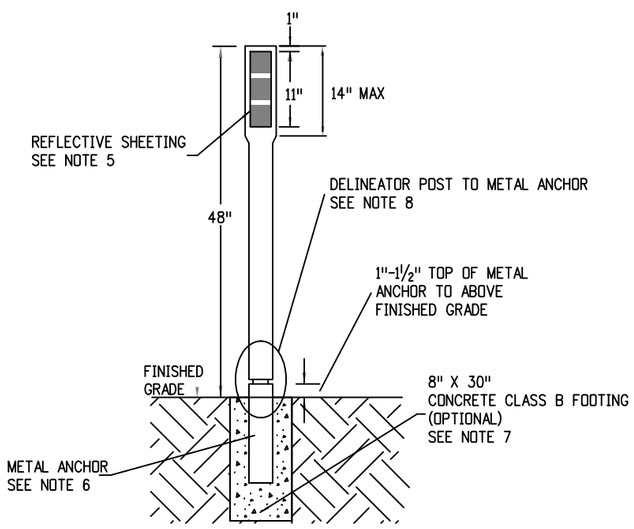
C:\ME DROPBOX\CAD\CIVIL 3D\230001\MAIN STREET BULB-OUTS\DWG'S\230001-BULB-OUTS WITH TRIANGLES.DWG 5/31/2024 3:01 PM



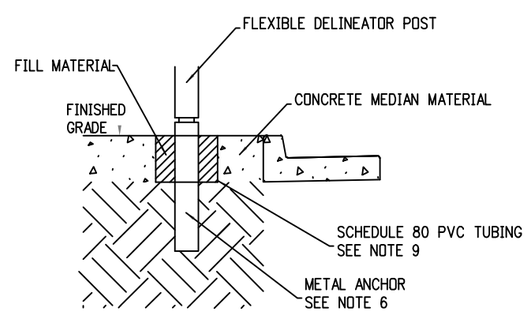
SURFACE MOUNTED

GENERAL NOTES

1. FLEXIBLE DELINEATOR POSTS SHALL FOLLOW THE REQUIREMENTS AS OUTLINED IN CDOT'S MOST RECENT VERSION OF THE "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION". FLEXIBLE DELINEATOR POSTS SHALL BE LISTED ON CDOT'S "APPROVED PRODUCTS LIST" PRIOR TO INSTALLATION.
2. THE LENGTH OF THE FLEXIBLE DELINEATOR POST SHALL BE INSTALLED AS TO PROVIDE A HEIGHT OF 48 INCHES ABOVE THE EDGE OF PAVEMENT.
3. FLEXIBLE DELINEATOR POSTS SHALL BE INSTALLED SO THAT THE REFLECTIVE ELEMENTS FACE ONCOMING TRAFFIC.
4. REFLECTIVE ELEMENTS SHALL BE PRE-INSTALLED AT THE MANUFACTURER'S FACILITY.
5. REFLECTIVE ELEMENTS (SHEETING) SHALL BE TYPE IV OR TYPE V. REFLECTIVE SHEETS SHALL BE 3 INCH SQUARED. REFLECTIVE SHEETS SHALL BE PLACED IN A STRAIGHT VERTICAL COLUMN STARTING 1 INCH FROM THE TOP EDGE AND SEPARATED BY 1 INCH VERTICALLY IN THE COLUMN. SHEETING QUANTITY AND COLOR ARE DEPENDENT ON THE LOCATION OF THE DELINEATOR. SEE SHEET 2 OF S-612-01 FOR TYPICAL CONFIGURATIONS.
6. THE METAL ANCHOR SHALL BE 2 INCH GALVANIZED STEEL PERFORATED SQUARE TUBING MEASURING 24 INCHES IN LENGTH AND SHALL HAVE AN ANCHORING DEPTH OF 22 1/2 TO 23 INCHES.
7. WHEN A CONCRETE BASE IS REQUIRED OR AS DIRECTED BY THE ENGINEER, THE METAL ANCHOR SHALL BE ENCASED IN AN 8 INCH DIAMETER BY 30 INCH DEPTH CONCRETE CLASS B FOOTING. CONCRETE SHALL BE INCLUDED IN THE COST OF THE PAY ITEM.
8. THE CONNECTION BETWEEN THE FLEXIBLE DELINEATOR POST AND THE METAL ANCHOR IS PRODUCT SPECIFIC. ALL FLEXIBLE DELINEATOR POSTS SHALL BE INSTALLED PER MANUFACTURER'S INSTRUCTIONS.
9. CONCRETE MEDIAN INSTALLATIONS SHALL INCLUDE A 4 INCH DIAMETER SCHEDULE 80, PVC TUBE. THE TUBE LENGTH SHALL MATCH THE THICKNESS OF THE CONCRETE MEDIAN MATERIAL, BE CUT FLUSH WITH THE CONCRETE, AND BE BACKFILLED WITH SOIL.
10. "DRIVABLE METHOD" IS THE PREFERRED INSTALLATION METHOD FOR GROUND INSTALLATIONS.
11. "SURFACE MOUNTED" INSTALLATION SHALL ONLY BE INSTALLED DURING RETROFIT APPLICATIONS OR AS DIRECTED BY THE ENGINEER.
12. SURFACE MOUNTED DELINEATORS SHOULD ONLY BE UTILIZED FOR TEMPORARY CONFIGURATIONS DURING CONSTRUCTION. SURFACE MOUNTED DELINEATORS MAY BE UTILIZED FOR CURB AND GUTTER APPLICATIONS; HOWEVER, THE DRIVABLE METHOD IS PREFERRED. SURFACE MOUNTED BASES SHALL BE ATTACHED TO THE SURFACE VIA EITHER BOLT DOWN OR GLUE DOWN METHODS.

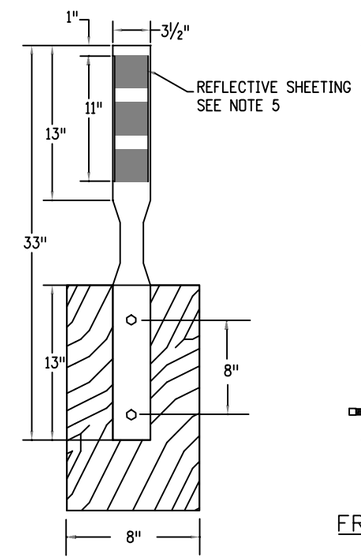


TYPICAL SOIL CONDITIONS



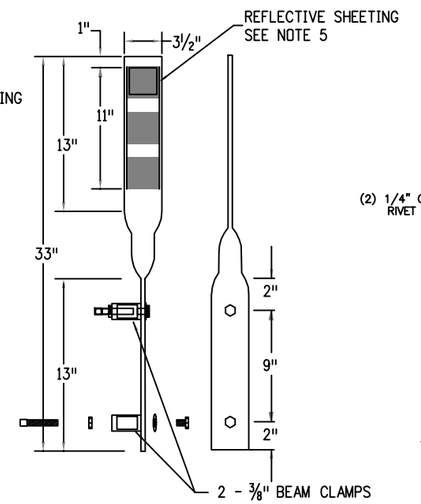
CONCRETE MEDIAN MATERIAL

DRIVEABLE METHOD



POST MOUNTED

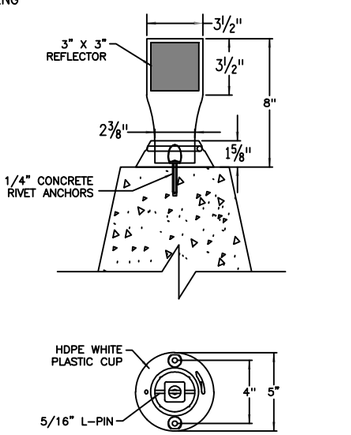
GUARDRAIL



FRONT AND SIDE VIEW

CLAMP MOUNTED

CABLE RAIL



FRONT AND TOP VIEW

CUP MOUNTED

CONCRETE BARRIER

FLEXIBLE DELINEATOR INSTALLATIONS (STANDARD PLAN NO. S-612-1)

SHEET REVISIONS

NO.	DATE:	DESCRIPTION:	BY:
1	5-8-24	Remove Street Art	JA
2	5-31-24	Revised Per CDOT Comments	BS

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Civil Engineers & Surveyors
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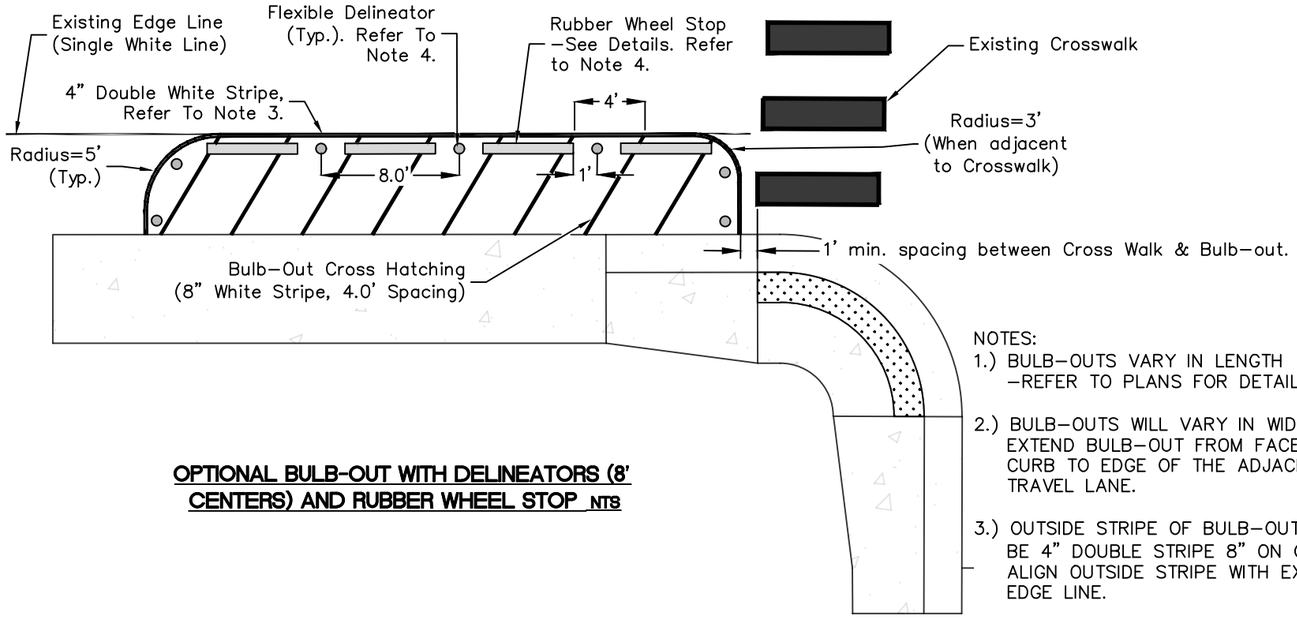
DELINEATOR DETAILS

US HIGHWAY 24
TOWN OF MINTURN
STATE OF COLORADO

DESIGNED BY: JA
CHECKED BY: JS
DATE ISSUED: 5-8-2024
PROJECT NO. 23-0001
SHEET NO. 7 of

C:\IME DROPBOX\CAD\CIVIL 3D\230001\MAIN STREET BULB-OUTS\DWG'S\230001-BULB-OUTS WITH TRIANGLES.DWG 5/31/2024 3:02 PM



OPTIONAL BULB-OUT WITH DELINEATORS (8' CENTERS) AND RUBBER WHEEL STOP NTS

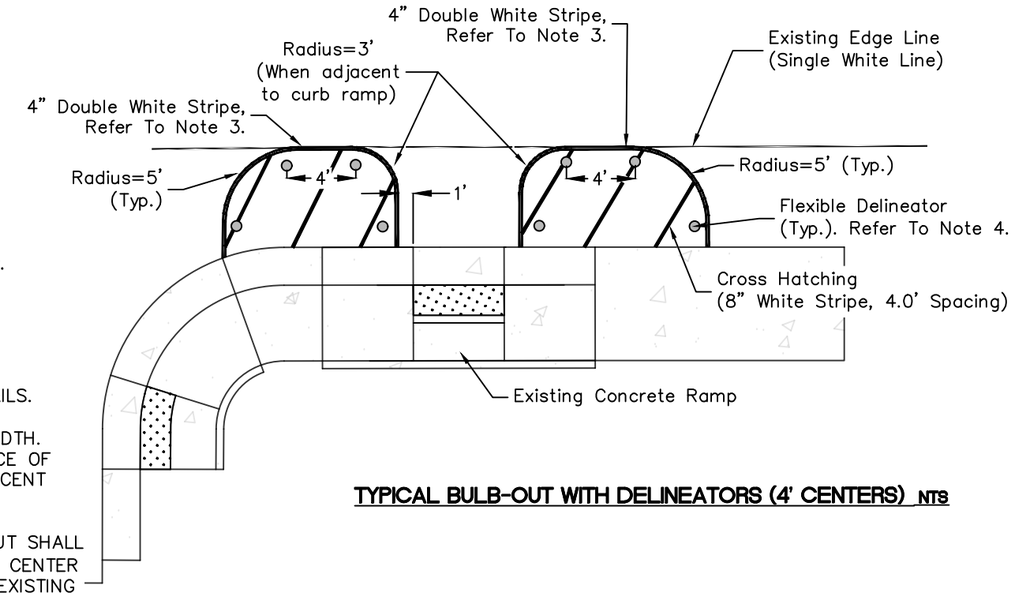
NOTES:

1.) BULB–OUTS VARY IN LENGTH –REFER TO PLANS FOR DETAILS.

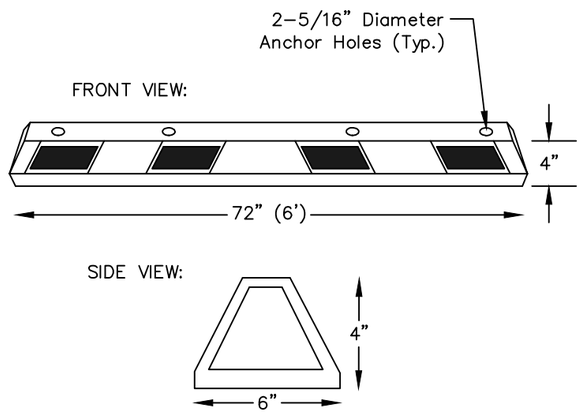
2.) BULB–OUTS WILL VARY IN WIDTH. EXTEND BULB–OUT FROM FACE OF CURB TO EDGE OF THE ADJACENT TRAVEL LANE.

3.) OUTSIDE STRIPE OF BULB–OUT SHALL BE 4" DOUBLE STRIPE 8" ON CENTER ALIGN OUTSIDE STRIPE WITH EXISTING EDGE LINE.

4.) PLACE FLEXIBLE DELINEATOR AND OR RUBBER WHEEL STOP 8" ON CETNER FROM INSIDE STRIPE OF BULB OUT.



TYPICAL BULB-OUT WITH DELINEATORS (4' CENTERS) NTS

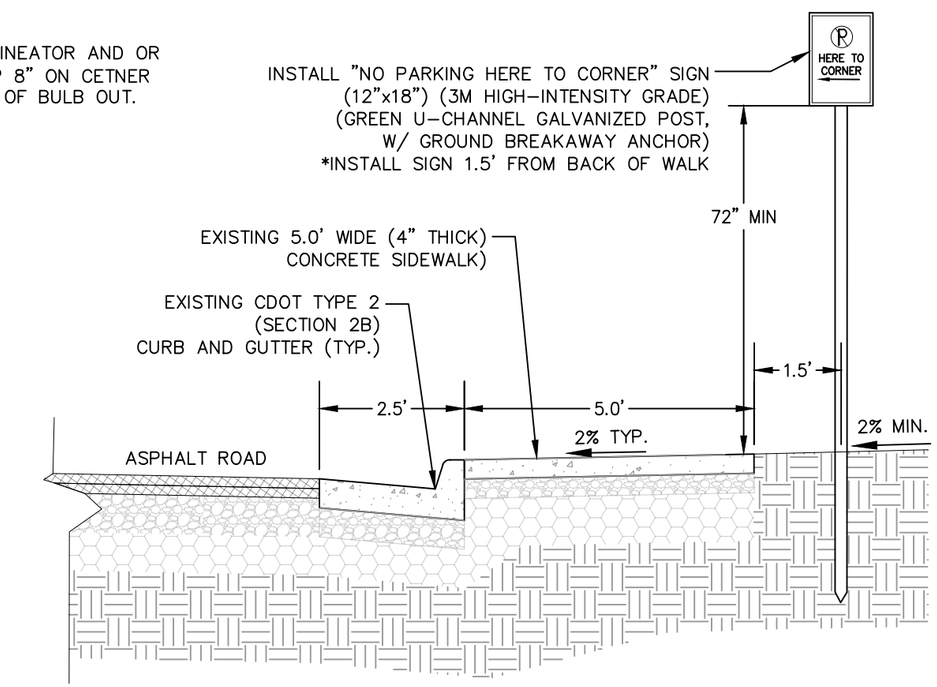


TYPICAL RUBBER WHEEL STOP NTS

NOTES:

1.) THE CONNECTION BETWEEN THE RUBBER CURB AND THE METAL ANCHOR IS PRODUCT SPECIFIC. ALL RUBBER CURB SHALL BE INSTALLED PER MANUFACTURER'S INSTRUCTIONS.

2.) SURFACE MOUNTED RUBBER CURB SHOULD ONLY BE UTILIZED FOR TEMPORARY CONFIGURATIONS DURING CONSTRUCTION. SURFACE MOUNTED RUBBER CURB MAY BE UTILIZED FOR CURB AND GUTTER APPLICATIONS; HOWEVER, THE DRIVABLE METHOD IS PREFERRED. SURFACE MOUNTED BASES SHALL BE ATTACHED TO THE SURFACE VIA EITHER BOLT DOWN OR GLUE METHODS.



TYPICAL SIDEWALK-SIGN-FENCE CROSS SECTION NTS

SHEET REVISIONS			
NO.	DATE:	DESCRIPTION:	BY:
1	5–8–24	Remove Street Art	JA
2	5–31–24	Revised Per CDOT Comments	BS

Inter-Mountain ENGINEERING
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ADDITIONAL DETAILS

US HIGHWAY 24
TOWN OF MINTURN
STATE OF COLORADO

DESIGNED BY:	JA
CHECKED BY:	JS
DATE ISSUED:	5–8–24
PROJECT NO.	23–0001
SHEET NO.	8 of

C:\ME DROPBOX\CAD\CIVIL 3D\230001\MAIN STREET BULB–OUTS\DWG'S\230001–BULB–OUTS WITH TRIANGLES.DWG 5/31/2024 3:02 PM

Town of Minturn
Town Cash Flow 2024 YTD Overview
As of 04/30/24

Item	General Fund - 01	Water/Sewer Fund - 02	Lottery Fund - 03	Spec Revenue Fund - 04	Market Fund - 05	Capital Fund - 06	GID Fund - 07	SCHOLAR Fund - 08	BMR Fund - 09	Totals
Revenue	1,521,587.89	2,191,815.78	5,106.38	32,807.68	13,475.40	9,764.51	0.00	0.00	2,171.44	3,776,729.08
Battle Mtn Dev Revenue - Pass Through							0.00	0.00	0.00	0.00
Battle Mtn Dev Revenue - Scholarship Endowment										0.00
Battle Mtn Dev Revenue - Little Beach Park	0.00									0.00
Net Revenue	1,521,587.89	2,191,815.78	5,106.38	32,807.68	13,475.40	9,764.51	0.00	0.00	2,171.44	3,776,729.08
Expenses	839,254.27	316,466.93	0.00	0.00	4,860.75	77,940.50		0.00		1,238,522.45
Debt Service		7,420.40								7,420.40
Battle Mtn Dev	0.00	0.00					2,958.98	0.00	6,610.00	9,568.98
Net Expenses	839,254.27	323,887.33	0.00	0.00	4,860.75	77,940.50	2,958.98	0.00	6,610.00	1,255,511.83
Net Income (Receipts) before transfers	**682,333.62**	**1,867,928.45**	**5,106.38**	**32,807.68**	**8,614.65**	**-68,175.99**	**-2,958.98**	**0.00**	**-4,438.56**	**2,521,217.25**
Transfers IN (Revenue)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Transfers Out (Expenses)	0.00	0.00		0.00					0.00	0.00
Net Due To/From Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net Receipts after transfers	682,333.62	1,867,928.45	5,106.38	32,807.68	8,614.65	-68,175.99	-2,958.98	0.00	-4,438.56	2,521,217.25
Beginning Cash Balance - January 2024 (EST)	2,826,649.54	1,040,741.00	76,012.92	21,855.53	7,244.13	641,880.05	2,958.98	263,270.54	132,454.69	5,013,067.38
Transfers to Depreciation-Est										0.00
Ending Cash Balance	**3,508,983.16**	**2,908,669.45**	**81,119.30**	**54,663.21**	**15,858.78**	**573,704.06**	**0.00**	**263,270.54**	**128,016.13**	**7,534,284.63**
Restricted Cash -										
TABOR (3% of non-enterprise expenses)	93,056.00				0.00	0.00	0.00			
6 Mo Reserve Target (non Grants)	1,499,136.00									
Restricted for Capital Imp Plan (1)	1,000,000.00	0.00								
Restricted for Exterior Energy Offset	10,752.00									
Restricted for Little Beach Park BMR Escrow						266,314.51				
Restricted for Capital Imp (Const Use Tax)						307,389.55				
Restricted for Scholarships								263,270.54		
Restricted for GID							0.00			
Restricted for BMR and Escrow									128,016.13	
Restricted-Cash In Lieu of Water Fee		1,346,938.86								
Restricted-System Improvement Fee		202,557.98								
Restricted-Tap Fees		1,272,688.33					0.00			
Total Restricted Revene	2,602,944.00	2,822,185.17	0.00	0.00	0.00	573,704.06	0.00	263,270.54	128,016.13	6,390,119.90
Cash Available after Restricted	906,039.16	86,484.28	81,119.30	54,663.21	15,858.78	0.00	0.00	0.00	0.00	1,144,164.73
						(a)	(b)			

(1) Added $250k on 12/31/23 in GF; did not in EF

(a) reconciled 01/01/24
(b) Fund Closed

Town of Minturn
Town Cash Flow 2024 YTD Overview - By Department
As of 04/30/24 Month End

Item	General Fund	Water/Sewer Fund	Lottery Fund	Special Rev Fund	Market Fund	Capital Fund	GID Fund	Scholar Fund	BMR Fund	Totals
Revenue	1,521,587.89	2,191,815.78	5,106.38	32,807.68	13,475.40	9,764.51	0.00	0.00	2,171.44	3,776,729.08
Battle Mtn Dev Revenue	0.00						0.00			0.00
Battle Mtn Dev Revenue - Scholarship Endowment								0.00		0.00
Battle Mtn Dev Revenue - Little Beach Park										0.00
Net Revenue	1,521,587.89	2,191,815.78	5,106.38	32,807.68	13,475.40	9,764.51	0.00	0.00	2,171.44	3,776,729.08
Expenses										
Council	7,966.10									7,966.10
Gen Gov't	397,261.97			0.00						397,261.97
Planning	72,246.19									72,246.19
Battle Mtn Dev	0.00	0.00				0.00	2,958.98		6,610.00	9,568.98
Police and Court	121,376.95									121,376.95
Econ Dev	64,147.16									64,147.16
Public Works	173,505.90	300,865.03				77,940.50				552,311.43
Grants/Debt Service/Capital	2,750.00	23,022.30		0.00						25,772.30
Misc	0.00		0.00	0.00	4,860.75	0.00	0.00	0.00		4,860.75
Net Expenses	839,254.27	323,887.33	0.00	0.00	4,860.75	77,940.50	2,958.98	0.00	6,610.00	1,255,511.83
Net Income (Receipts) before transfers	**682,333.62**	**1,867,928.45**	**5,106.38**	**32,807.68**	**8,614.65**	**-68,175.99**	**-2,958.98**	**0.00**	**-4,438.56**	2,521,217.25
Transfers IN (Revenue)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Transfers Out (Expenses)	0.00	0.00		0.00					0.00	0.00
Net Due To/From Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net Receipts after transfers	682,333.62	1,867,928.45	5,106.38	32,807.68	8,614.65	-68,175.99	-2,958.98	0.00	-4,438.56	2,521,217.25
Beginning Cash Balance - Jan 2023 (EST)	2,826,649.54	1,040,741.00	76,012.92	21,855.53	7,244.13	641,880.05	2,958.98	263,270.54	132,454.69	5,013,067.38
Transfers to Depreciation-Est		0.00								0.00
Ending Cash Balance	**3,508,983.16**	**2,908,669.45**	**81,119.30**	**54,663.21**	**15,858.78**	**573,704.06**	**0.00**	**263,270.54**	**128,016.13**	**7,534,284.63**
Restricted Cash -										
TABOR (3% of non-enterprise expenses)	93,056.00				0.00	0.00	0.00			
6 Mo Reserve Target (non Grant)	1,499,136.00									
Restricted for Capital Imp Plan	1,000,000.00	0.00								
Restricted for Exterior Energy Offset	10,752.00									
Restricted for Parks						266,314.51				
Restricted for Capital Imp (Const Use Tax)						307,389.55				
Restricted for Scholarships								263,270.54		
Restricted for GID							0.00			
Restricted for BMR and Escrow						.			128,016.13	
Restricted-Cash In Lieu of Water Fee		1,346,938.86								
Restricted-System Improvement Fee		202,557.98								
Restricted-Tap Fees		1,272,688.33					0.00			
Total Restricted Revene	2,602,944.00	2,822,185.17	0.00	0.00	0.00	573,704.06	0.00	263,270.54	128,016.13	6,390,119.90
Cash Available after Restricted	906,039.16	86,484.28	81,119.30	54,663.21	15,858.78	0.00	0.00	0.00	0.00	1,144,164.73
						(a)	(b)			

Addition Tape
71,464.93 *
39,262.87
7,164.59
7,706.21
29,552.35
101,121.18
151,543.39
407,815.52

(a) reconciled 12/31/24 INCLUDES BOBCAT

TOWN OF MINTURN
SALES TAX COMPARISON

MONTH	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	CHANGE	SAME MO 2023	ACCR YTD VAR TO '23	SAME MO 2022	ACCR YTD VAR TO '22		
JANUARY	42,037	44,898	45,721	47,881	54,313	62,068	52,148	71,528	58,509	92,315	76,245	116,435	106,276	112,861	-8.73%	6,585	6,584.56	-3,575	-3,574.73		
FEBRUARY	38,147	43,993	46,028	43,246	59,868	57,178	51,785	31,263	52,232	64,708	77,087	100,408	98,438	119,582	-1.96%	21,144	27,728.57	19,174	15,598.92		
MARCH	49,085	49,922	51,708	54,423	52,142	40,835	52,249	53,561	60,705	45,220	89,591	110,345	107,744	118,812	-2.36%	11,068	38,796.35	8,467	24,065.52		
APRIL	33,779	27,176	30,328	30,568	37,398	41,478	40,395	42,743	44,115	38,337	64,613	84,211	83,628		-0.69%	-83,628	-44,831.27	-84,211	-60,145.53		
MAY	22,115	31,209	36,473	27,758	42,569	32,926	39,471	38,977	33,722	35,077	64,412	76,766	77,406		0.83%	-77,406	-122,237.64	-76,766	-136,911.16		
JUNE	40,990	31,800	41,560	54,001	39,765	46,832	55,131	57,776	55,473	58,096	83,356	104,769	116,080		10.80%	-116,080	-238,317.28	-104,769	-241,679.84		
JULY	49,410	48,715	49,680	52,732	67,899	61,541	69,902	59,770	69,560	94,124	106,900	108,021	118,588		9.78%	-118,588	-356,904.78	-108,021	-349,700.87		
AUGUST	45,002	42,791	59,605	49,406	55,724	66,318	59,838	55,132	65,306	77,518	96,349	116,158	107,845		-7.16%	-107,845	-464,750.19	-116,158	-465,858.73		
SEPTEMBER	42,748	36,965	43,370	62,771	43,550	51,788	47,013	59,679	80,605	77,391	98,710	109,693	110,347		0.60%	-110,347	-575,096.85	-109,693	-575,551.71		
OCTOBER	25,686	32,804	33,504	26,151	33,116	37,233	43,535	40,602	47,347	81,756	82,437	87,622	92,609		5.69%	-92,609	-667,706.09	-87,622	-663,173.30		
NOVEMER	29,076	29,669	28,425	29,736	32,090	28,247	63,238	41,793	60,807	59,169	81,494	82,931	91,466		10.29%	-91,466	-759,172.35	-82,931	-746,104.51		
DECEMBER	45,959	47,370	55,171	58,060	65,694	57,520	61,371	67,719	90,821	104,590	118,851	113,622	123,668		8.84%	-123,668	-882,840.71	-113,622	-859,726.34		
TOTAL	464,033	467,311	521,573	536,735	584,128	583,964	636,074	620,544	719,201	828,301	1,040,044	1,210,980	1,234,095	351,254	1.91%	23,114		23,114			

	HISTORICAL AVERAGE BY MO	33Yr Avg	5yr Avg	FY2024		VARIANCE FROM 5YR			01/01/24	CURRENT MONTH	YTD 2024	% OF TOTAL							YTD 2023	% OF TOTAL	
								RETAIL	71,291	37,430	108,721	31%							105,161	34%	
	JANUARY	53,186	89,956	112,861		22,905		**LODGE**	19,342	6,550	25,892	7%							21,486	7%	
	FEBRUARY	51,711	78,574	119,582		41,007		**F & B**	71,171	38,237	109,408	31%							84,706	27%	
	MARCH	56,506	82,721	118,812		36,091		**UTIL**	24,814	7,239	32,053	9%							34,557	11%	
	APRIL	37,801	62,981			-62,981		**ON-LINE**	45,824	29,356	75,180	21%							66,548	21%	
	MAY	33,699	57,476			-57,476															
	JUNE	49,012	83,555			-83,555		**TOTAL**	232,442	118,812	351,254	100%							312,458		
	JULY	58,090	99,439			-99,439														YTD 2023	YTD 2022
	AUGUST	53,640	92,635			-92,635											YEAR OVER YEAR VARIANCE			12.42%	6.85%
	SEPTEMBER	49,409	95,349			-95,349															
	OCTOBER	38,325	78,354			-78,354															
	NOVEMER	37,381	75,174			-75,174															
	DECEMBER	61,088	110,311			-110,311															
	TOTALS	579,849	1,006,524	351,254		-655,270															

To: Mayor and Council

From: Jay Brunvand

Date: June 5, 2024

Agenda Item: Review and consideration of a new Lodging and Entertainment Liquor License

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REQUEST:
Staff is requesting Council to review and approve the attached annual renewal of a Lodging and Entertainment Liquor License for the 145 North Main St, llc, DBA Eagle River Inn located at 145 N Main St.

INTRODUCTION:
This establishment currently does not have a liquor license of any class.

ANALYSIS:
Please reference the attached Findings of Fact.

COMMUNITY INPUT:
Not Applicable

BUDGET / STAFF IMPACT:
The applicant has submitted the required fee of $1,075.00.

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

RECOMMENDED ACTION OR PROPOSED MOTION:
Motion to approve the application for a Lodging and Entertainment Liquor License for 145 North Main St, DBA Eagle River Inn as presented.

ATTACHMENTS:
- Application and supporting documentation for the license renewal.

PO Box 309 • 302 Pine St • Minturn, CO 81645 • www.minturn.org • info@minturn.org • 970-827-5645

TOWN OF MINTURN
LIQUOR LICENSING AUTHORITY

Follow-up findings and report for application for a New Lodging and Entertainment Liquor License.

Owner Name and Address: 145 North Main St, LLC P.O. Box 334 Minturn, CO 81645
Establishment Name and Address: The Eagle River Inn, 145 N Main St Minturn, CO 81645

TO THE ABOVE APPLICANT AND OTHER INTERESTED PARTIES;

Pursuant to Colorado Revised Statutes, 12-47-312(1), the applicant is hereby advised that with regard to the application for a Hotel Restaurant Liquor License, an investigation has been made, and based on the results thereof, the following has been determined:

1. The Neighborhood for the application has been established by historical practice as the complete boundaries of the Town of Minturn and as such the approval of this establishment would not create an undue concentration of licensed establishments, thereby finding
   - This application meets the reasonable requirements of the neighborhood.
   - The previous use of this building has been that of a Bed and Breakfast, and in the past held a B&B Liquor permit, this is not a change of use.
   - The granting of this license does meet the desires of the adult inhabitants as evidence by the approved previous use, remonstrances, or otherwise or the lack thereof.
   - The application has been reviewed by the Planner and has been found:

   i. To meet the needs of the Town of Minturn Zoning as reviewed. The Planner has confirmed that parking meets the code pursuant to MMC 16-16-30. Since this is a change of ownership the parking needs are met as outlined in the currently approved parking plan for the previous occupant.

   ii. That selling liquor in the manner currently proposed in the application is not in violation of the zoning codes as stated in the Minturn Municipal Building Code – Chapter 16.

2. That the application was filed on April 24, 2024 in the Town Clerk/Treasurer's office and a public hearing has been scheduled for Wednesday June 5, 2024. In accordance with C.R.S. 12-47-311(1) the Town must hold the application for not less than 30 days; this hearing date represents 41days. As of this writing I have received no concerns either written or verbal, pro or con.

3. The liquor license applied for is for that of a Lodging and Entertainment Liquor License as defined by the State of Colorado and that the type of Liquor License is appropriate for the needs and desires of the applicant.

4. That the Notice of Public Hearing on this matter was posted on the premises by the Town Treasurer on Tuesday, May 21, 2024 at least 10 days prior to the Public Hearing, and that the publication of the hearing was published in a newspaper of general circulation on May 22, 2024 at least 10 days prior to the Public Hearing.

5. From the evidence submitted the applicant owns the premises where the proposed liquor license will be utilized.

6. That pursuant to C.R.S. 12-47-313(1)(d) – Restrictions for applications for new license, the building where the applicant proposes to exercise the privilege of selling liquor at retail does not appear to be within 500 feet from any public or parochial school or the principal campus of any college, university, or seminary.

7. That Minturn Police/ECSO has conducted a background investigation on the applicants represented as owners of 10% or more of the company. During this investigation, Minturn Police/ECSO did not find any unresolved issues that would preclude obtaining a liquor license.

Although, staff recommends approval by the Minturn Town Council it is recommended the following conditions to be placed on the license approval:

- It is recommended at a minimum the licensee/manager, and a server be server trained by an authority such as T.I.P.S and that a certified server be on duty at all times while alcoholic beverages are served.
- That the Liquor Authority emphasize the requirement of operating an orderly establishment.
- The public hearing on this application will be held on Wednesday, June 5, 2024 at 5:30pm in the Council Chambers of the Minturn Town Hall, 302 Pine St, Minturn, CO. At said hearing, the applicant shall have an opportunity to be heard regarding all matters related to this application, including all matters set forth herein.

The applicant is advised and encouraged to read a copy of the State of Colorado Liquor and Beer Codes and Regulations.

Local Liquor Licensing Authority
Minturn Town Treasurer

Dated this 31 day of May, 2024

Jay Brunvand

DR 8404 (02/20/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Colorado Liquor Retail License Application

*** Note that the Division will not accept cash** ☐ **Paid by check** ☐ **Paid online** **Uploaded to MoveIt on** Date 1/25/24

☐ **New License** ☒ **New-Concurrent** ☐ **Transfer of Ownership** ☐ **State Property Only** ☐ **Master file**

- **All answers must be printed in black ink or typewritten**
- **Applicant must check the appropriate box(es)**
- **Applicant should obtain a copy of the Colorado Liquor, Beer and Wine Code:** *SBG.Colorado.gov/Liquor*

1. Applicant is applying as a/an ☐ Individual ☒ Limited Liability Company ☐ Association or Other ☐ Corporation ☐ Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. Applicant if an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation: 145 North Main, LLC
FEIN Number: [redacted]

2a. Trade Name of Establishment (DBA): Eagle River Inn
State Sales Tax Number: [redacted]
Business Telephone: 847-902-1152

3. Address of Premises (specify exact location of premises, include suite/unit numbers): 145 North Main St.
City: Minturn | County: Eagle | State: CO | ZIP Code: 81645

4. Mailing Address (Number and Street): ~~145 North Main ST.~~ PO BOX 334
City or Town: Minturn | State: CO | ZIP Code: 81645

5. Email Address: tierney@eriminturn.com

6. If the premises currently has a liquor or beer license, you **must** answer the following questions

Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date
N/A			

Section A — **Nonrefundable Application Fees***

- ☐ Application Fee for New License $1,100.00
- ☒ Application Fee for New License w/Concurrent Review $1,200.00
- ☐ Application Fee for Transfer $1,100.00

Section B — **Liquor License Fees***

- ☐ Add Optional Premises to H & R ..... $100.00 X _____ Total _____
- ☐ Add Related Facility to Resort Complex $75.00 X _____ Total _____
- ☐ Add Sidewalk Service Area $75.00
- ☐ Arts License (City) $308.75
- ☐ Arts License (County) $308.75
- ☐ Beer and Wine License (City) $351.25
- ☐ Beer and Wine License (County) $436.25
- ☐ Brew Pub License (City) $750.00
- ☐ Brew Pub License (County) $750.00
- ☐ Campus Liquor Complex (City) $500.00
- ☐ Campus Liquor Complex (County) $500.00
- ☐ Campus Liquor Complex (State) $500.00
- ☐ Club License (City) $308.75
- ☐ Club License (County) $308.75
- ☐ Distillery Pub License (City) $750.00
- ☐ Distillery Pub License (County) $750.00
- ☐ Hotel and Restaurant License (City) $500.00
- ☐ Hotel and Restaurant License (County) $500.00
- ☐ Hotel and Restaurant License w/one opt premises (City) $600.00
- ☐ Hotel and Restaurant License w/one opt premises (County) $600.00
- ☐ Liquor–Licensed Drugstore (City) $227.50

Section B (Cont.) — **Liquor License Fees***

- ☐ Liquor–Licensed Drugstore (County) $312.50
- ☒ Lodging & Entertainment - L&E (City) $500.00
- ☐ Lodging & Entertainment - L&E (County) $500.00
- ☐ Manager Registration - H & R $30.00
- ☐ Manager Registration - Tavern $30.00
- ☐ Manager Registration - Lodging & Entertainment $30.00
- ☐ Manager Registration - Campus Liquor Complex $30.00
- ☐ Optional Premises License (City) $500.00
- ☐ Optional Premises License (County) $500.00
- ☐ Racetrack License (City) $500.00
- ☐ Racetrack License (County) $500.00
- ☐ Resort Complex License (City) $500.00
- ☐ Resort Complex License (County) $500.00
- ☐ Related Facility - Campus Liquor Complex (City) $160.00
- ☐ Related Facility - Campus Liquor Complex (County) $160.00
- ☐ Related Facility - Campus Liquor Complex (State) $160.00
- ☐ Retail Gaming Tavern License (City) $500.00
- ☐ Retail Gaming Tavern License (County) $500.00
- ☐ Retail Liquor Store License–Additional (City) $227.50
- ☐ Retail Liquor Store License–Additional (County) $312.50
- ☐ Retail Liquor Store (City) $227.50
- ☐ Retail Liquor Store (County) $312.50
- ☐ Tavern License (City) $500.00
- ☐ Tavern License (County) $500.00
- ☐ Vintners Restaurant License (City) $750.00
- ☐ Vintners Restaurant License (County) $750.00

Questions? Visit: *SBG.Colorado.gov/Liquor* **for more information**

Do not write in this space - For Department of Revenue use only

Liability Information

License Account Number	Liability Date	License Issued Through (Expiration Date)	Total
03-21190			$

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit:** *SBG.Colorado.gov/Liquor* **for more information**

Items submitted, please check all appropriate boxes completed or documents submitted

I. Applicant information
- ☑ A. Applicant/Licensee identified
- ☑ B. State sales tax license number listed or applied for at time of application
- ☑ C. License type or other transaction identified
- ☑ D. Return originals to local authority (additional items may be required by the local licensing authority)
- ☐ E. All sections of the application need to be completed
- ☐ F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application

II. Diagram of the premises
- ☑ A. No larger than 8½" X 11"
- ☑ B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)
- ☑ C. Separate diagram for each floor (if multiple levels)
- ☑ D. Kitchen - identified if Hotel and Restaurant
- ☑ E. Bold/Outlined Licensed Premises

III. Proof of property possession (One Year Needed)
- ☑ A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk
- ☐ B. Lease in the name of the applicant (or) (matching question #2)
- ☐ C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant
- ☐ D. Other agreement if not deed or lease. (matching question #2)

IV. Background information (DR 8404-I) and financial documents
- ☐ A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- ☐ B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State using code 25YQHT with IdentoGO.
  Do not complete fingerprint cards prior to submitting your application.
  The Vendors are as follows:
  IdentoGO – *https://uenroll.identogo.com/* Phone: 844-539-5539 (toll-free)
  Colorado Fingerprinting – *http://www.coloradofingerprinting.com*
  Appointment Scheduling Website: *http://www.coloradofingerprinting.com/cabs/*
  Phone: 720-292-2722 Toll Free: 833-224-2227
  Details about the vendors and fingerprinting in Colorado can be found on CBI's website here:
  https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks
- ☐ C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- ☐ D. List of all notes and loans (Copies to also be attached)

V. Sole proprietor/husband and wife partnership (if applicable)
- ☐ A. Form DR 4679
- ☐ B. Copy of State issued Driver's License or Colorado Identification Card for each applicant

VI. Corporate applicant information (if applicable)
- ☐ A. Certificate of Incorporation
- ☐ B. Certificate of Good Standing
- ☐ C. Certificate of Authorization if foreign corporation (out of state applicants only)

VII. Partnership applicant information (if applicable)
- ☐ A. Partnership Agreement (general or limited).
- ☐ B. Certificate of Good Standing

VIII. Limited Liability Company applicant information (if applicable)
- ☑ A. Copy of articles of organization
- ☑ B. Certificate of Good Standing
- ☑ C. Copy of Operating Agreement (if applicable)
- N/A ☐ D. Certificate of Authority if foreign LLC (out of state applicants only)

IX. Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application
- ☑ A. $30.00 fee
- ☑ B. If owner is managing, no fee required

Name	Type of License	Account Number
145 North Main, LLC	Lodging and Entertainment	

	Yes	No
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?	☐	☒
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):		
a. Been denied an alcohol beverage license?	☐	☒
b. Had an alcohol beverage license suspended or revoked?	☐	☒
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?	☐	☒
If you answered yes to 8a, b or c, explain in detail on a separate sheet.		
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.	☐	☒
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?	☐	☒
or Waiver by local ordinance?	☐	☐
Other:		
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,0000? **NOTE**: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.	☐	☐ N/A
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,0000? **NOTE**: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.	☐	☐ N/A
13. a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?	☐	☐
b. Are you a Colorado resident?	N/A ☐	☐
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee.	☒	☐
15. Does the applicant, as listed on line 2 of this application, **have legal possession of the premises by ownership**, lease or other arrangement?	☒	☐

☒ Ownership ☐ Lease ☐ Other (Explain in Detail) _____

a. If leased, list name of landlord and tenant, and date of expiration, **exactly** as they appear on the lease:

Landlord	Tenant	Expires
N/A		

b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.	☐	☐

c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".

16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.

Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Eagle River Inn, LLC			[redacted]	% Int Loan in DOT
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage

Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?	N/A ☐	☐
Number of additional Optional Premise areas requested. (See license fee chart)		
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.	N/A	

Name	Type of License	Account Number
145 North Main, LLC	Lodging and Entertainment	

19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:

a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? ☐ ☐ N/A
If "yes" a copy of license must be attached.

20. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation** Yes No

a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? ☐ ☐

b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? ☐ ☐

c. How long has the club been incorporated? N/A

d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? ☐ ☐

21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:

a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) ☐ ☐ N/A

22. Campus Liquor Complex applicants answer the following:

a. Is the applicant an institution of higher education? ☐ ☐

b. Is the applicant a person who contracts with the institution of higher education to provide food services? ☐ ☐
If "yes" please provide a copy of the contract with the institution of higher education to provide food services. N/A

23. For all on-premises applicants.

a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager	First Name of Manager
DeLude	Tierney

24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes ☐ No ☒

25. Related Facility - Campus Liquor Complex applicants answer the following: ☐ ☐

a. Is the related facility located within the boundaries of the Campus Liquor Complex? N/A
If yes, please provide a map of the geographical location within the Campus Liquor Complex.
If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.

b. Designated Manager for Related Facility- Campus Liquor Complex

Last Name of Manager	First Name of Manager

26. Tax Information. Yes No

a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ ☒

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

27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with **ownership of 10% or more in the applicant. All persons listed below** must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name	Home Address, City & State	DOB	Position	%Owned
AMD Colorado Holdings, LLC	PO Box 597, Aspen, CO 81612		Member	12
ERI Management, LLC	PO Box 334, Minturn, CO 81645		Member	16
RSH Management Minturn, LLC	PO Box 2288, Edwards, CO 81632		Member	16
TLeach Enterprises, Inc.	PO Box 2396, Edwards. CO 81632		Member	14
(See attached)				

Name	Type of License	Account Number
145 North Main, LLC	Lodging and Entertainment	

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.
** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)
** If total ownership percentage disclosed here does not total 100%, applicant must check this box:
☒ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

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 or Beer Code which affect my license.

Authorized Signature	Printed Name and Title	Date
Tierney Delude (Apr 18, 2024 14:58 MDT)	Tierney Delude General Manager	Apr 18, 2024

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)
4/18/2024	

For Transfer Applications Only - Is the license being transferred valid? Yes ☐ No ☐

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

☐ Fingerprinted
☐ Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license
(Check One)

☐ Date of inspection or anticipated date _____
☒ Will conduct inspection upon approval of state licensing authority

	Yes	No
☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000?	☐	☐
☐ Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000?	☐	☐
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		
☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?	☐	☐

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for	Telephone Number	☒ Town, City ☐ County
Town of Manitou	970 827 5645	

Signature	Print	Title	Date
Signature	Print	Title	Date

Supplemental Response to Question #14:

Robert Hahn and Anthony DiLucia are currently owners of Avanti Food and Beverage, LLC in Denver, CO and Avanti Boulder, LLC in Boulder, CO, and Avanti Vail LLC in Vail, CO, which all hold tavern liquor licenses.

Supplemental Response to Question #27:

Name	Address	DOB	Position	% Owned
AMD Colorado Holdings, LLC Anthony DiLucia, Jr., Sole Member	PO Box 597 Aspen, CO 81612 36 Roaring Fork Dr. Aspen, CO 81611	06/18/1962	Class A Member	12% Effective 12% in applicant
ERI Management, LLC Tierney DeLude 50% Joe DeLude 50%	PO Box 334 Minturn, CO 81645 145 North Main St., Minturn, CO 81645 145 North Main St., Minturn, CO 81645	06/01/1964 04/15/1965	Class B Member	16% Effective 8% in applicant Effective 8% in applicant
RSH Management Minturn, LLC Robert Hahn, Sole Member	PO Box 2288 Edwards, CO 81632 128 Legacy Tr. Edwards, CO 81632	11/18/1965	Class B Member	16% Effective 16% in applicant
TLeach Enterprises, Inc. Ted Leach, sole Shareholder	PO Box 2396 Edwards, CO 81632 154 Legacy Trail, Edwards, CO 81632	01/17/1969	Class A Member Class B Member	6% 8% 14%

Individuals with an effective 10% or more ownership in applicant are:

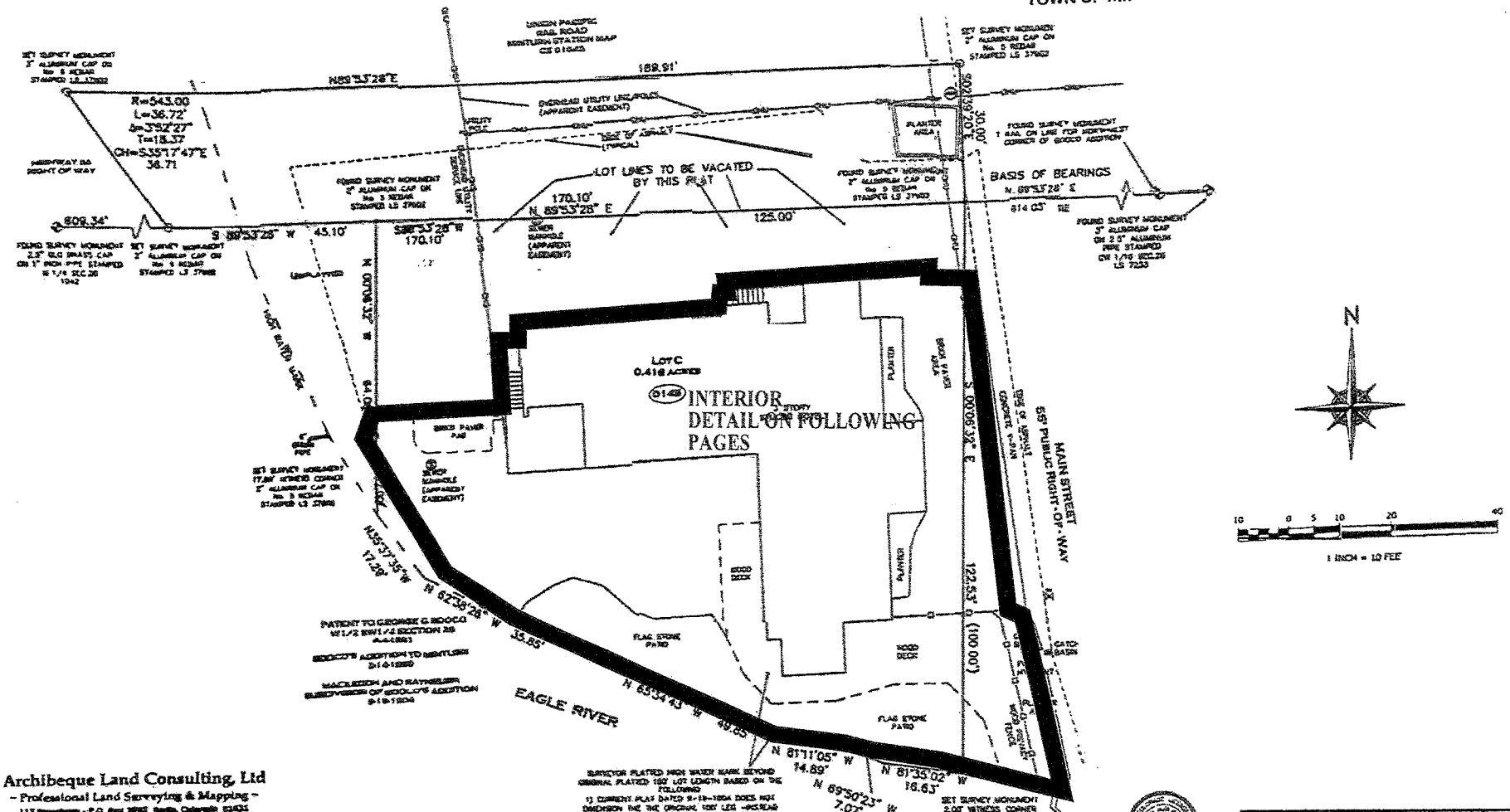
Robert Hahn – 22% (RSH Management Minturn, LLC and Robert Hahn Enterprises, Inc.)
Ted Leach – 14% - (TLeach Enterprises, Inc.)
Anthony DiLucia, Jr. – 12% (AMD Holdings Colorado, LLC)
Tierney DeLude – 11% (Aspen Cooper Corporation and ERI Management LLC)
Joe DeLude - 11% (Aspen Cooper Corporation and ERI Management LLC)

FIRST FLOOR DETAIL
Liquor Storage
Closet
EAGLE RIVER HOTEL
RENOVATION & REMODEL
MINTURN, COLORADO FOR RICHARD CALLOWAY, OWNER
2

MINOR SUBDIVISION

EAGLE RIVER INN

A REPLAT OF LOTS 9-13 BLOCK B, BOOCO'S ADDITION TO THE TOWN OF MINTURN
AND A PORTION OF THE SOUTHWEST OF THE NORTHWEST QUARTER OF SECTION 26
- TOWNSHIP 5 SOUTH - RANGE 81 WEST OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF MINTURN, STATE OF COLORADO



Archibeque Land Consulting, Ltd
- Professional Land Surveying & Mapping -

SURVEYOR PLATTED HIGH WATER MARK BEYOND ORIGINAL PLATTED 100' LOT LENGTH BASED ON THE FOLLOWING
1) CURRENT PLAT DATED 9-19-1904 DOES NOT DIMENSION THE THE ORIGINAL 100' LOT LINE-HIGH BANK DEPICTING THE BOUNDARY AS THE RIVER
2) 1941 RAILROAD PLAT INDICATES THE LOTS GO TO THE RIVER & NO ENCROACHMENT EXISTS
3) ASSESSOR RECORDS INDICATE YEAR BUILT OF 1886 AND PAROLE EVIDENCE SUPPORTS CONTINUOUS POSSESSION, MAINTENANCE AND USE TO INCLUDING

Theodore J. Archibeque PLS 37422
Professional Land Surveyor
State of Colorado

MINOR SUBDIVISION EAGLE RIVER INN	
DRAWN BY TJA	DRAWING NAME 11139 APPLE ALLE SUBDIVISION dwg
SHEET 2 OF 2	DATE 07-25-2020

Eagle County, CO 202315732
Regina O'Brien 11/22/2023
Pgs: 1 10:57:19 AM
REC: $13.00 DOC: $560.00

Land Title
GUARANTEE COMPANY
Since 1967

Special Warranty Deed

(Pursuant to C.R.S. 38-30-113(1)(b))

State Documentary Fee
Date: November 20, 2023
$560.00

This Deed, effective as of **November 20th, 2023**, signed on the date(s) acknowledged below, by Grantor(s), **EAGLE RIVER INN, LLC, A COLORADO LIMITED LIABILITY COMPANY**, whose street address is **145 NORTH MAIN ST, MINTURN, CO 81645**, City or Town of **MINTURN**, County of **Eagle** and State of **Colorado** , for the consideration of (**$5,600,000.00**) ***Five Million Six Hundred Thousand and 00/100*** dollars, in hand paid, hereby sell(s) and convey(s) to **145 NORTH MAIN, LLC, A COLORADO LIMITED LIABILITY COMPANY**, whose street address is **301 Boulder Street Unit 334, Minturn, CO 81645**, City or Town of **Minturn**, County of **Eagle** and State of **Colorado**, the following real property in the County of **Eagle** and State of Colorado, to wit:

LOT C, EAGLE RIVER INN, COUNTY OF EAGLE, STATE OF COLORADO.

also known by street and number as: **145 NORTH MAIN ST, MINTURN, CO 81645**

with all its appurtenances and warrant(s) the title to the same against all persons claiming under me(us), subject to Statutory Exceptions.

EAGLE RIVER INN, LLC, A COLORADO LIMITED LIABILITY COMPANY

By: _____
RICHARD B. GALLOWAY, MEMBER

State of **Colorado**)
)ss.
County of **Eagle**)

The foregoing instrument was acknowledged before me on this day of **November 20th, 2023** by **RICHARD B. GALLOWAY AS MEMBER OF EAGLE RIVER INN, LLC, A COLORADO LIMITED LIABILITY COMPANY**

Witness my hand and official seal

My Commission expires: 6 Aug 27

Notary Public

CHRISTINE THURSTON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154031002
MY COMMISSION EXPIRES 08/06/2027

When recorded return to: **145 NORTH MAIN, LLC, A COLORADO LIMITED LIABILITY COMPANY**
301 Boulder Street Unit 334, Minturn, CO 81645

DR 8404-I (03/06/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO Box 17087
Denver CO 80217-0087
(303) 205-2300

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

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Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

Name of Business
145 North Main, LLC

Home Phone Number

Cellular Number
970-379-4275

Your Full Name (last, first, middle)
DiLucia, JR., ANTHONY, MICHAEL

List any other names you have used
--

Mailing address (if different from residence)
36 ROARING FORK DRIVE

Email Address
[redacted]

1. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)

Current Street and Number	Current City, State, ZIP
36 ROARING FORK DRIVE	ASPEN CO. 81611
From:	To:
1998	PRESENT
Previous Street and Number	Previous City, State, ZIP
From:	To:

Individual History Record (Continued)

2. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)

Name of Employer or Business
CHRISTIE'S INTENATIONAL REAL ESTATE ASPEN SNOWMASS

Address (Street, Number, City, State, ZIP)
520 E DURANT AVE SUITE 205

Position Held
FOUNDER/BROKER

From: 2008 To: PRESENT

Name of Employer or Business
DiLUCIA MANAGEMENT CORP

Address (Street, Number, City, State, ZIP)
100 JACOBSHALL LANE LANSDALE, PA

Position Held
PRESIDENT

From: 2020 To: PRESENT

Name of Employer or Business

Address (Street, Number, City, State, ZIP)

Position Held

From: To:

3. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

Name of Relative: None
Relationship to You:
Position Held
Name of Licensee

Name of Relative
Relationship to You:
Position Held
Name of Licensee

Individual History Record (Continued)

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

4. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? ..... ● Yes ○ No

(If yes, answer in detail.)

I am an investor in AVANTI F+B DENVER, AVANTI Boulder and AVANTI VAIL,

5. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States?..... ○ Yes ● No

(If yes, answer in detail.)

6. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending?..... ○ Yes ● No

(If yes, answer in detail.)

7. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence?..... ○ Yes ● No

(If yes, answer in detail.)

Individual History Record (Continued)

8. Have you ever had any professional license suspended, revoked, or denied?..... ○ Yes ● No

(If yes, answer in detail.)

Personal and Financial Information

Unless otherwise provided by law, the personal information required in this section will be treated as confidential. The personal information required in this section is solely for identification purposes.

Date of Birth	Social Security Number	Place of Birth
[redacted]	[redacted]	NORRISTOWN PA.

U.S. Citizen ● Yes ○ No

If Naturalized, state where	When

Name of District Court	Naturalization Certificate Number	Date of Certification

If an Alien, Give Alien's Registration Card Number	Permanent Residence Card Number
	--

Height	Weight	Hair Color	Eye Color	Gender
5'9"	175	GREY	BROWN	MALE

Do you have a current Driver's License/ID? If so, give number and state. ..... ● Yes ○ No

Driver's License Number	Driver's License State
[redacted]	COLORADO

Financial Information

9. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other..... $6,600,000

10. List the total amount of the **personal** investment, made by the person listed on page 1 in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid..... $680,000

NOTE: If corporate investment only, please skip to and complete question 12
NOTE: Question 10 should reflect the total of questions 11 and 13

Personal and Financial Information (Continued)

11. Provide details of the personal investment described in question 10. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment: CASH
Account Type: MONEY MARKET
Bank Name: ALPINE BANK
Amount: $ 680,000.

Type: Cash, Services or Equipment:
Account Type:
Bank Name:
Amount:

Type: Cash, Services or Equipment:
Account Type:
Bank Name:
Amount:

Type: Cash, Services or Equipment:
Account Type:
Bank Name:
Amount:

12. Provide details of the corporate investment described in question 9. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment: CASH from minority investors
Loans:
Account Type: Varies
Bank Name: Varies
Amount: $1,700,000.00

Type: Cash, Services or Equipment:
Loans:
Account Type:
Bank Name:
Amount:

Type: Cash, Services or Equipment:
Loans:
Account Type:
Bank Name:
Amount:

13. Loan Information (Attach copies of all notes or loans)

Name of Lender: Eagle River Inn, LLC
Address: PO Box 255, McCoy, CO 80463
Term: 3 years
Security: Real Estate
Amount: $3,200,000.00

Personal and Financial Information (Continued)

Name of Lender

Address

Term

Security

Amount

Name of Lender

Address

Term

Security

Amount

Name of Lender

Address

Term

Security

Amount

Oath of Applicant

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

Authorized Signature

Print Signature

ANTHONY M DiLUCIA JR.

Title

INVESTOR

Date (MM/DD/YY)

4/10/2024

DR 8404-I (03/06/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO Box 17087
Denver CO 80217-0087
(303) 205-2300

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

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Name of Business
145 North Main, LLC

Home Phone Number

Cellular Number
[redacted]

Your Full Name (last, first, middle)
DeLude, Joseph, Benjamin

List any other names you have used
--

Mailing address (if different from residence)
301 Boulder St #334 Minturn, CO 81645

Email Address
joedelude@aol.com

1. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)

Current Street and Number
145 North Main St

Current City, State, ZIP
Minturn, CO 81645

From:
11/2023

To:
present

Previous Street and Number
203 4th St

Previous City, State, ZIP
Libertyville, IL 60048

From:
6/1998

To:
10/2023

Individual History Record (Continued)

2. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)

Name of Employer or Business
Mercer
Address (Street, Number, City, State, ZIP)
155 N Wacker Suite 1500 Chicago, IL
Position Held
Investment Sales Director
From: 4/2017
To: present

Name of Employer or Business
Address (Street, Number, City, State, ZIP)
Position Held
From:
To:

Name of Employer or Business
Address (Street, Number, City, State, ZIP)
Position Held
From:
To:

3. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

Name of Relative
None
Relationship to You:
Position Held
Name of Licensee

Name of Relative
Relationship to You:
Position Held
Name of Licensee

Individual History Record (Continued)

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

4. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? ..... ○ Yes ◉ No

(If yes, answer in detail.)

5. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States?..... ○ Yes ◉ No

(If yes, answer in detail.)

6. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending?..... ○ Yes ◉ No

(If yes, answer in detail.)

7. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence?..... ○ Yes ◉ No

(If yes, answer in detail.)

Individual History Record (Continued)

8. Have you ever had any professional license suspended, revoked, or denied?..... ○ Yes ◉ No

(If yes, answer in detail.)

Personal and Financial Information

Unless otherwise provided by law, the personal information required in this section will be treated as confidential. The personal information required in this section is solely for identification purposes.

Date of Birth: [redacted]

Social Security Number: [redacted]

Place of Birth: Poughkeepsie, New York

U.S. Citizen ◉ Yes ○ No

If Naturalized, state where:

When:

Name of District Court:

Naturalization Certificate Number:

Date of Certification:

If an Alien, Give Alien's Registration Card Number:

Permanent Residence Card Number: --

Height	Weight	Hair Color	Eye Color	Gender
5' 10"	165	Gray	Blue	M

Do you have a current Driver's License/ID? If so, give number and state. ..... ◉ Yes ○ No

Driver's License Number: [redacted]

Driver's License State: Illinois

Financial Information

9. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other..... 6,600,000

10. List the total amount of the **personal** investment, made by the person listed on page 1 in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid..... 170,000

NOTE: If corporate investment only, please skip to and complete question 12
NOTE: Question 10 should reflect the total of questions 11 and 13

Personal and Financial Information (Continued)

11. Provide details of the personal investment described in question 10. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type
Cash	Brokerage/Money Mkt
Bank Name	**Amount**
Fidelity Investments	170,000
Type: Cash, Services or Equipment	**Account Type**
Bank Name	**Amount**
Type: Cash, Services or Equipment	**Account Type**
Bank Name	**Amount**
Type: Cash, Services or Equipment	**Account Type**
Bank Name	**Amount**

12. Provide details of the corporate investment described in question 9. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type
Cash from minority investors		varies
Bank Name	**Amount**	
varies	$1,700,000	
Type: Cash, Services or Equipment	**Loans**	**Account Type**
Bank Name	**Amount**	
Type: Cash, Services or Equipment	**Loans**	**Account Type**
Bank Name	**Amount**	

13. Loan Information (Attach copies of all notes or loans)

Name of Lender		Address
Eagle River Inn, LLC		PO Box 255, McCoy, CO 80463
Term	**Security**	**Amount**
3 years	Real Estate	$3,200,000.00

Personal and Financial Information (Continued)

Name of Lender

Address

Term

Security

Amount

Name of Lender

Address

Term

Security

Amount

Name of Lender

Address

Term

Security

Amount

Oath of Applicant

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

Authorized Signature

Joseph B DeLude

Print Signature

Joseph B DeLude

Title

Manager

Date (MM/DD/YY)

4/11/2024

DR 8404-I (03/06/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO Box 17087
Denver CO 80217-0087
(303) 205-2300

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

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Name of Business

145 North Main, LLC

Home Phone Number

Cellular Number

970-376-2143

Your Full Name (last, first, middle)

Hahn, Robert, Steven

List any other names you have used

--

Mailing address (if different from residence)

PO Box 2288 Edwards, CO 81632

Email Address

[redacted]

1. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)

Current Street and Number

128 Legacy Trail

Current City, State, ZIP

Edwards, CO 81632

From:

2018

To:

Present

Previous Street and Number

Previous City, State, ZIP

From:

To:

Individual History Record (Continued)

2. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)

Name of Employer or Business
Avanti F&B, LLC
Address (Street, Number, City, State, ZIP)
3200 Pecos St Denver, CO 80211
Position Held
Manager
From: 12/1/13
To: Present

Name of Employer or Business
Avanti Boulder, LLC
Address (Street, Number, City, State, ZIP)
1401 Pearl St Boulder, CO 80302
Position Held
Manager
From: 10/1/18
To: Present

Name of Employer or Business
Address (Street, Number, City, State, ZIP)
Position Held
From:
To:

3. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

Name of Relative
Relationship to You:
Position Held
Name of Licensee

Name of Relative
Relationship to You:
Position Held
Name of Licensee

Individual History Record (Continued)

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

4. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? ..... ◉ Yes ○ No

(If yes, answer in detail.)

I am currently a partner in Avanti F&B in Denver, Avanti Boulder, LLC in Boulder, and

Avanti Vail, LLC in Vail, Colorado.

5. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States?..... ○ Yes ◉ No

(If yes, answer in detail.)

6. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending?..... ○ Yes ◉ No

(If yes, answer in detail.)

7. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence?..... ○ Yes ◉ No

(If yes, answer in detail.)

Individual History Record (Continued)

8. Have you ever had any professional license suspended, revoked, or denied?..... ○ Yes ◉ No

(If yes, answer in detail.)

Personal and Financial Information

Unless otherwise provided by law, the personal information required in this section will be treated as confidential. The personal information required in this section is solely for identification purposes.

Date of Birth: [redacted]

Social Security Number: [redacted]

Place of Birth: West Islip, NY

U.S. Citizen ◉ Yes ○ No

If Naturalized, state where:

When:

Name of District Court:

Naturalization Certificate Number:

Date of Certification:

If an Alien, Give Alien's Registration Card Number:

Permanent Residence Card Number: --

Height	Weight	Hair Color	Eye Color	Gender
5'9"	165	Grey	Blue	Male

Do you have a current Driver's License/ID? If so, give number and state. ..... ◉ Yes ○ No

Driver's License Number: [redacted]

Driver's License State: Colorado

Financial Information

9. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other..... $6,600,000

10. List the total amount of the **personal** investment, made by the person listed on page 1 in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid..... $340,000

NOTE: If corporate investment only, please skip to and complete question 12
NOTE: Question 10 should reflect the total of questions 11 and 13

Personal and Financial Information (Continued)

11. Provide details of the personal investment described in question 10. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment: Cash
Account Type: Money Market
Bank Name: Fidelity
Amount: $340,000

Type: Cash, Services or Equipment:
Account Type:
Bank Name:
Amount:

Type: Cash, Services or Equipment:
Account Type:
Bank Name:
Amount:

Type: Cash, Services or Equipment:
Account Type:
Bank Name:
Amount:

12. Provide details of the corporate investment described in question 9. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment: Cash from minority investors
Loans:
Account Type: Varies
Bank Name: Varies
Amount: $1,700,000

Type: Cash, Services or Equipment:
Loans:
Account Type:
Bank Name:
Amount:

Type: Cash, Services or Equipment:
Loans:
Account Type:
Bank Name:
Amount:

13. Loan Information (Attach copies of all notes or loans)

Name of Lender: Eagle River Inn, LLC
Address: PO Box 255, McCoy, CO 80463
Term: 3 years
Security: Real Estate
Amount: $3,200,000.00

Personal and Financial Information (Continued)

Name of Lender

Address

Term

Security

Amount

Name of Lender

Address

Term

Security

Amount

Name of Lender

Address

Term

Security

Amount

Oath of Applicant

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

Authorized Signature

Print Signature

Rob Hahn

Title

Manager

Date (MM/DD/YY)

4/10/2024

DR 8404-I (03/06/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO Box 17087
Denver CO 80217-0087
(303) 205-2300

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

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Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

Name of Business
145 North Main, LLC

Home Phone Number

Cellular Number
[redacted]

Your Full Name (last, first, middle)
DeLude, Tierney, Kennedy

List any other names you have used
-- Tierney Kennedy

Mailing address (if different from residence)
301 Boulder St #334 Minturn, CO 81645

Email Address
[redacted]

1. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)

Current Street and Number
145 North Main St

Current City, State, ZIP
Minturn, CO 81645

From:
11/2023

To:
present

Previous Street and Number
203 4th St

Previous City, State, ZIP
Libertyville, IL 60048

From:
6/1998

To:
10/2023

Individual History Record (Continued)

2. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)

Name of Employer or Business
Medline
Address (Street, Number, City, State, ZIP)
3 Lakes Dr. Northlake, IL 60093
Position Held
Project Manager
From: 11/2021
To: 12/2023

Name of Employer or Business
Self Employed, Real Estate @Properties
Address (Street, Number, City, State, ZIP)
210 S Milwaukee Avenue, Libertyville, IL 60048
Position Held
Broker
From: 1/2017
To: 12/2022

Name of Employer or Business
Address (Street, Number, City, State, ZIP)
Position Held
From:
To:

3. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

Name of Relative
None
Relationship to You:
Position Held
Name of Licensee

Name of Relative
Relationship to You:
Position Held
Name of Licensee

Individual History Record (Continued)

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

4. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? ..... ○ Yes ◉ No

(If yes, answer in detail.)

5. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States?..... ○ Yes ◉ No

(If yes, answer in detail.)

6. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending?..... ○ Yes ◉ No

(If yes, answer in detail.)

7. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence?..... ○ Yes ◉ No

(If yes, answer in detail.)

Individual History Record (Continued)

8. Have you ever had any professional license suspended, revoked, or denied?..... ○ Yes ◉ No

(If yes, answer in detail.)

Personal and Financial Information

Unless otherwise provided by law, the personal information required in this section will be treated as confidential. The personal information required in this section is solely for identification purposes.

Date of Birth: [redacted]

Social Security Number: [redacted]

Place of Birth: Hingham, MA

U.S. Citizen ○ Yes ○ No

If Naturalized, state where:

When:

Name of District Court:

Naturalization Certificate Number:

Date of Certification:

If an Alien, Give Alien's Registration Card Number:

Permanent Residence Card Number: --

Height: 5' 1"

Weight: 125

Hair Color: Brown

Eye Color: Brown

Gender: F

Do you have a current Driver's License/ID? If so, give number and state. ..... ○ Yes ○ No

Driver's License Number: [redacted]

Driver's License State: Illinois

Financial Information

9. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other..... 6,600,000

10. List the total amount of the **personal** investment, made by the person listed on page 1 in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid..... 170,000

NOTE: If corporate investment only, please skip to and complete question 12
NOTE: Question 10 should reflect the total of questions 11 and 13

Personal and Financial Information (Continued)

11. Provide details of the personal investment described in question 10. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type
Cash	Brokerage/Money Mkt
Bank Name	**Amount**
Fidelity Investments	170,000
Type: Cash, Services or Equipment	**Account Type**
Bank Name	**Amount**
Type: Cash, Services or Equipment	**Account Type**
Bank Name	**Amount**
Type: Cash, Services or Equipment	**Account Type**
Bank Name	**Amount**

12. Provide details of the corporate investment described in question 9. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type
Cash from minority investors		Varies
Bank Name	**Amount**	
Varies	$1,700,000.00	
Type: Cash, Services or Equipment	**Loans**	**Account Type**
Bank Name	**Amount**	
Type: Cash, Services or Equipment	**Loans**	**Account Type**
Bank Name	**Amount**	

13. Loan Information (Attach copies of all notes or loans)

Name of Lender		Address
Eagle River Inn, LLC		PO Box 255, McCoy, CO 80463
Term	**Security**	**Amount**
3 years	Real Estate	$3,200,000.00

Personal and Financial Information (Continued)

Name of Lender

Address

Term

Security

Amount

Name of Lender

Address

Term

Security

Amount

Name of Lender

Address

Term

Security

Amount

Oath of Applicant

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

Authorized Signature

Tierney K DeLude

Print Signature

Tierney K. DeLude

Title

Manager

Date (MM/DD/YY)

4/11/2024

DR 8404-I (03/06/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO Box 17087
Denver CO 80217-0087
(303) 205-2300

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

Name of Business
145 North Main, LLC

Home Phone Number

Cellular Number
[redacted]

Your Full Name (last, first, middle)
Leach, Theodore, John

List any other names you have used
--

Mailing address (if different from residence)
P.O. Box 2396 Edwards, CO 81632

Email Address
[redacted]

1. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)

Current Street and Number	Current City, State, ZIP
154 Legacy Trail	Edwards, CO 81632
From: 2006	To: Present
Previous Street and Number	Previous City, State, ZIP
From:	To:

Individual History Record (Continued)

2. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)

Name of Employer or Business
Vail Custom Builders

Address (Street, Number, City, State, ZIP)
210 Edwards Village Blvd A105 Edwards, CO 81632

Position Held
President

From: 2002 To: Present

Name of Employer or Business

Address (Street, Number, City, State, ZIP)

Position Held

From: To:

Name of Employer or Business

Address (Street, Number, City, State, ZIP)

Position Held

From: To:

3. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

Name of Relative
None

Relationship to You:

Position Held

Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Individual History Record (Continued)

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

4. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? ..... ○ Yes ☒ No

(If yes, answer in detail.)

5. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States?..... ○ Yes ☒ No

(If yes, answer in detail.)

6. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending?..... ○ Yes ☒ No

(If yes, answer in detail.)

7. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence?..... ○ Yes ☒ No

(If yes, answer in detail.)

Individual History Record (Continued)

8. Have you ever had any professional license suspended, revoked, or denied?..... ○ Yes ☒ No

(If yes, answer in detail.)

Personal and Financial Information

Unless otherwise provided by law, the personal information required in this section will be treated as confidential. The personal information required in this section is solely for identification purposes.

Date of Birth	Social Security Number	Place of Birth
[redacted]	[redacted]	Bayshore, NY

U.S. Citizen ☒ Yes ○ No

If Naturalized, state where	When

Name of District Court	Naturalization Certificate Number	Date of Certification

If an Alien, Give Alien's Registration Card Number	Permanent Residence Card Number
	--

Height	Weight	Hair Color	Eye Color	Gender
6'0"	165	Brown	Brown	Male

Do you have a current Driver's License/ID? If so, give number and state. ..... ☒ Yes ○ No

Driver's License Number	Driver's License State
[redacted]	Colorado

Financial Information

9. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other $6,600,000.00

10. List the total amount of the **personal** investment, made by the person listed on page 1 in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid..... $340,000

NOTE: If corporate investment only, please skip to and complete question 12
NOTE: Question 10 should reflect the total of questions 11 and 13

Personal and Financial Information (Continued)

11. Provide details of the personal investment described in question 10. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type
Cash	Checking
Bank Name	**Amount**
First Bank	$340,000
Type: Cash, Services or Equipment	**Account Type**
Bank Name	**Amount**
Type: Cash, Services or Equipment	**Account Type**
Bank Name	**Amount**
Type: Cash, Services or Equipment	**Account Type**
Bank Name	**Amount**

12. Provide details of the corporate investment described in question 9. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type
Cash from minority investors		Varies
Bank Name	**Amount**	
Varies	$1,700,000	
Type: Cash, Services or Equipment	**Loans**	**Account Type**
Bank Name	**Amount**	
Type: Cash, Services or Equipment	**Loans**	**Account Type**
Bank Name	**Amount**	

13. Loan Information (Attach copies of all notes or loans)

Name of Lender		Address
Eagle River Inn, LLC		PO Box 255, McCoy, CO 80463
Term	**Security**	**Amount**
3 years	Real Estate	$3,200,000

Personal and Financial Information (Continued)

Name of Lender

Address

Term

Security

Amount

Name of Lender

Address

Term

Security

Amount

Name of Lender

Address

Term

Security

Amount

Oath of Applicant

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

Authorized Signature

Print Signature

Theodore Leach

Title

Manager

Date (MM/DD/YY)

4/10/24

DocuSign Envelope ID: 54A92E9C-2D51-444E-80B3-BA4D4D23399B

OPERATING AGREEMENT

OF

145 NORTH MAIN, LLC

This Operating Agreement of 145 North Main, LLC, a Colorado limited liability company (the "**Company**"), is effective as of the 1st day of November, 2023 (this "**Agreement**"), and, is by and among the Operating Managers and the Members of the Company listed on Schedule A. Each of the Operating Managers, the Members, and the Company may be individually referred to herein as a "party" and collectively referred to herein as the "parties".

WHEREAS, the Company's purpose is to own and operate a boutique hotel called "Eagle River Inn" in Minturn, Colorado.

NOW THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

DEFINED TERMS

Section 1.1 Definitions. Unless the context otherwise requires, the terms defined in this Article I shall, for the purposes of this Agreement, have the meanings herein specified.

"**Act**" means the Colorado Limited Liability Company Act, as amended from time to time.

"**Adjusted Capital Account**" means, with respect to any Member, the balance in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(a) credit to such Capital Account any amount that the Member is obligated to restore pursuant to Treasury Regulations Section 1.704-1(b)(2)(ii)(c) or is deemed to be obligated to restore pursuant to Treasury Regulations Section 1.704-2(g)(1) or 1.704-2(i)(5); and

(b) debit to such Capital Account the items described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6) that are attributable to such Capital Account.

This definition of Adjusted Capital Account is intended to comply with the provisions of Treasury Regulation Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"**Affiliate**" means with respect to a Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, the specified Person. As used in this definition, the term "**control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise. Ownership of more than 50% of the beneficial interest of an entity shall be conclusive evidence that control exists.

"**Agreement**" means this Operating Agreement, as amended, modified, supplemented or restated from time to time.

"**Articles**" means the Articles of Organization of the Company and any and all amendments thereto and restatements thereof filed on behalf of the Company with the Colorado Secretary of State, pursuant to the Act.

"**Bankruptcy**" means, as to any individual, corporation, limited liability company, or partnership, the circumstance that exists upon the entry of an order for relief under the United States Bankruptcy Code, title 11 of the United States Code, whether arising in connection with voluntary or involuntary bankruptcy proceedings.

"Business" shall mean the business of the Company which is to own and operate a boutique hotel called "Eagle River Inn" in Minturn, Colorado.

"**Capital Account**" means, with respect to any Member, the capital account maintained for such Member in accordance with the provisions of Section 4.3 hereof.

"**Capital Contribution**" means, with respect to any Member, the aggregate amount of money and the initial Gross Asset Value of any property (other than money) or services contributed to the Company pursuant to Article IV hereof with respect to such Member's Interest.

"**Class A Interest**" means the Interest of a Class A Member.

"**Class B Interest**" means the Interest of a Class B Member.

"**Class A Members**" mean any Person designated on Schedule A as a Class A Member, and includes any Person admitted as an additional Class A Member or a Substitute Class A Member pursuant to the provisions of this Agreement, in such Person's capacity as a Class A Member of the Company.

"**Class A Member Unreturned Capital**" means with respect to any Class A Member, at any time of determination, the excess, if any, of (i) the aggregate amount of Capital Contributions made by such Class A Member as of such time less (ii) the aggregate amount of Distributions made by the Company to such Class A Member pursuant to Section 8.1 as of such time.

"**Class B Members**" mean any Person designated on Schedule A as a Class B Member, and includes any Person admitted as an additional Class B Member or a Substitute Class B Member pursuant to the provisions of this Agreement, in such Person's capacity as a Class B Member of the Company.

"**Code**" means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding federal tax statute enacted after the date of this Agreement.

"**Covered Person**" means a Member; any Affiliate of a Member; an Operating Manager, any officers, directors, shareholders, partners, employees, representatives or agents of a Member, any Affiliate of a Member; any employee or agent of the Company or its Affiliates; any Tax Matters Representative of the Company; or an officer of the Company who is not an employee.

"**Current Cash Operating Expenditures**" of the Company shall be deemed to include the following:

(a) Operating expenses paid by the Company, including, without limitation, salaries, management fees, taxes, rent, insurance and assessments;

(b) Any cash set aside by the majority of the Operating Managers to fund such reserves as the majority of the Operating Managers may deem reasonably necessary for the satisfaction of contingent or noncontingent liabilities and obligations of the Company;

(c) Any cash paid or set aside by the Company for the acquisition of any asset, including such reinvestment of income and gains derived from assets of the Company as the majority of the Operating Managers, in their reasonable business judgment, may determine to be in furtherance of the business purpose of the Company; and

(d) Payments of principal and interest upon any indebtedness of the Company (whether third-party indebtedness or loans made by Members to the Company pursuant to this Agreement).

"**Depreciation**" means, for each Fiscal Year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such Fiscal Year or other period; provided, however, that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year or other period, Depreciation shall be an amount that bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction with respect to such asset for such Fiscal Year or other period bears to such beginning adjusted tax basis; and provided further, that if the federal income tax depreciation, amortization or other cost recovery deduction for such Fiscal Year or other period is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the majority of the Operating Managers.

"**Distribution**" means, with respect to any Member, the amount of money or the fair market value of any property other than money distributed to such Member by the Company (net liabilities assumed by such Member or to which property distributed to such Member is subject), but, shall specifically not include any compensation paid to such Operating Managers for services provided as provided in Section 6.7 hereof.

"**Fiscal Period**" of the Company shall mean the period commencing (i) in the case of the Company's first Fiscal Period, on the date on which the Company is formed under the Act, and (ii) thereafter, on the date immediately after the end of the next preceding Fiscal Period, and terminating at, or immediately preceding (as may be appropriate), the earlier of the last day of the Fiscal Year.

"**Fiscal Year**" means the twelve (12) month period commencing on January 1 and ending on December 31; or any other period selected by the majority of the Operating Managers from time to time and at any time.

"**Gross Asset Value**" means, with respect to any asset, such asset's adjusted basis for federal income tax purposes, except as follows:

(a) the initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as agreed to by the contributing Member and the majority of the Operating Managers;

(b) the Gross Asset Value of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the majority of the Operating Managers, as of the following times: (i) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (ii) the distribution by the Company to a Member of more than a de minimis amount of Company assets as consideration for an interest in the Company; and (iii) the liquidation of the Company within the meaning of Treasury Regulation Section 1.704-1(b)(2)(ii)(g); provided, however, that adjustments pursuant to Clause (i) and Clause (ii) of this sentence shall be made only if the majority of the Operating Managers reasonably determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company; and

(c) the Gross Asset Value of any Company asset distributed to any Member shall be the gross fair market value of such asset on the date of distribution, as determined by the majority of the Operating Managers.

(d) The Gross Asset Values of Company assets shall be adjusted to reflect any adjustments to the adjusted basis of such assets pursuant to Section 734(b) of the Code or Section 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulation Section 1.704-1(b)(2)(iv)(m).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to Paragraph (a) or Paragraph (b) above, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

"**Gross Operating Cash Receipts**" means all cash received by the Company, including without limitation, revenue from business operations, receipts of the principal of and interest on loans, if any, made by the Company (including loans to Members), proceeds of loans extended to the Company by any and all lenders (including Members), and, in the sole discretion of the majority of the Operating Managers, any or all cash contributed to the Company, but not including proceeds derived from the disposition of the Company's non-cash assets incident to or in contemplation of the liquidation of the Company.

"**Insolvency**" means, as to any Person, the circumstance that exists when such Person's current assets are insufficient to pay his, her or its current liabilities. As used in this Agreement, Insolvency shall occur in the event any Person:

(a) Shall be dissolved or liquidated;

(b) Admits in writing such Person's inability to pay his, her or its debts generally as they become due;

(c) Makes an assignment for the benefit of such Person's creditors;

(d) The institution by or against such Person of a case or other proceeding under any section or chapter of the Federal Bankruptcy Code (Title 11 of the United States Code) as now existing or hereafter amended or becoming effective, or any similar order or decree under any federal or state law now in existence or hereafter enacted having the same general purpose, and which, if involuntary, such proceeding or such order or decree is not dismissed, stayed, discharged or vacated within sixty (60) days thereafter;

(e) Causes, suffers, permits or consents to the appointment of a receiver, custodian, trustee, administrator, conservator, sequestrator, liquidator or similar official in any federal, state or foreign judicial or nonjudicial proceeding, to hold, administer and/or liquidate all or substantially all of its assets and such appointment is not revoked or terminated and such official is not discharged of his duties within sixty (60) days of his appointment; or

(f) The attachment, execution or other judicial seizure of all or any substantial part of such Person's assets or of such Person's Interest in the Company or any part thereof, remaining undismissed or undischarged for a period of fifteen (15) days after the levy thereof.

"**Interest**" means a Person's share of the allocations of the Company Distributions, a Person's right to receive distributions of the Company's assets and a Person's other rights and obligations with respect to the Company (including, the right for such Person's right to vote on any matter), all in accordance with the provisions of this Agreement and the Act, whether as a Member or an assignee of a Member's Interest.

"**Involuntary Transfer**" means any involuntary transfer, encumbrance or other disposition, by or in which any Member or assignee shall be deprived or divested of any right, title or interest in or to any Interest in the Company, or portion thereof, including, without limitation, (i) any transfer to a judgment creditor pursuant to court order, (ii) any transfer in connection with a reorganization, Insolvency or similar proceedings, (iii) any transfer to a public officer or agency pursuant to any abandoned property or escheat law, or (iv) any transfer to the spouse or former spouse of a Member or assignee as a result of or incident to any dissolution of marriage, marital separation, or similar event.

"**Manager**" shall refer to those Persons serving as an Operating Manager.

"**Member**" means any Person who is a Class A Member or a Class B Member.

"**Members**" means the Class A Members and the Class B Members collectively. For purposes of the Act, the Members shall constitute one (1) class or group of members.

"**Net Operating Cash Flow**" means for any period during which the Company is in existence, the Gross Operating Cash Receipts of the Company for the applicable period, less the Current Cash Operating Expenditures of the Company for the same period.

"**Percentage Interest**" means the percentage of a Class A Member's or a Class B Member's Interest when compared to all Class A Members and Class B Members' Interests combined. The Percentage Interests of all Members shall total one hundred percent (100%). The initial Percentage Interests of the Class A Members and the Class B Members shall be as reflected on Schedule A attached hereto.

"**Person**" means any person, business organization or entity, including any individual, corporation, limited liability company, association, partnership (general or limited), joint venture, trust, estate, limited liability company, or other legal entity or organization.

"**Profits**" or "**Losses**" means, for each Fiscal Year, an amount equal to the Company's taxable income or loss for such Fiscal Year, determined in accordance with Section 703(a) of the Code (but including in taxable income or loss, for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code), with the following adjustments:

(a) any income of the Company exempt from Federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition shall be added to such taxable income or loss;

(b) any expenditures of the Company described in Section 705(a)(2)(B) of the Code (or treated as expenditures described in Section 705(a)(2)(B) of the Code pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing Profits or Losses pursuant to this definition shall be subtracted from such taxable income or loss;

(c) in the event the Gross Asset Value of any Company asset is adjusted in accordance with Paragraph (a) or Paragraph (b) of the definition of "Gross Asset Value" above, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(d) gain or loss resulting from any disposition of any asset of the Company with respect to which gain or loss is recognized for Federal income tax purposes shall be computed by reference to the Gross Asset Value of the asset disposed of, notwithstanding that the adjusted tax basis of such asset differs from its Gross Asset Value;

(e) in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Year or other period, computed in accordance with the definition of "Depreciation" above; and

(f) notwithstanding any other provisions of this definition, any items which are specially allocated pursuant to Section 9.2 hereof shall not be taken into account in computing Profits or Losses.

"**Property**" means all of the assets and property now owned or hereafter acquired by the Company.

"**Substitute Member**" means a Person who is admitted to the Company as a Member pursuant to Section 7.1 hereof, and who is named as a Member on an updated Schedule A to this Agreement.

"**Tax Matters Representative**" has the meaning set forth in Section 12.4 hereof.

"**Taxes**" means any and all federal, state and local ordinary income taxes (including net income, gross income, franchise, ad valorem, gross receipts, sales, use, property, and stamp taxes), levies, imposts, duties, charges, assessments,

or withholdings of any nature whatsoever, general or special, ordinary or extraordinary, now existing or hereafter created or adopted, together with any and all penalties, fines, additions to tax, and interest thereon.

"**Transfer**" means any transfer, assignment, sale, devise, conveyance, hypothecation, license, lease, partition, pledge or grant of a security interest in a Member's Interest in the Company, and includes any "Involuntary Transfer" such as a sale of any part of an Interest therein in connection with any bankruptcy or similar insolvency proceedings, or a divorce or other marital settlement involving any Member, or any other disposition or encumbrance of a Member's Interest. For purposes of this Agreement, any transfer, exchange or series of transfers (or exchanges) of the stock, partnership, member or other ownership interests of any Member that is a business organization or an entity (or any combination of such transfers or exchanges, whether direct or in connection with a merger, acquisition, sale, or similar reorganization or transaction, including issues of new stock or other ownership interests, or the exercise of options, warrants, debentures or other convertible instruments, or a redemption of other interests in the Member, and any similar transactions involving the stock or other ownership interests of such Member), the effect of which is that the Persons who owned at least 51% of the outstanding stock or other ownership interests in such Member at the time this Agreement is signed, no longer own at least 51% of such stock or other ownership interests, then a Transfer shall also be deemed to have occurred with regard to the Interest owned by such Member.

"**Treasury Regulations**" means the income tax regulations, including temporary regulations, promulgated under the Code as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

ARTICLE II

FORMATION AND TERM

Section 2.1 Formation.

(a) The parties hereby agree that the rights, duties and liabilities of the initial Members and any future Members shall be as provided in the Act, except as otherwise provided herein.

(b) The name and mailing address of each Member and the amount contributed to the capital of the Company or other form of contribution shall be listed on Schedule A attached hereto. The Operating Managers shall be required to update Schedule A from time to time as necessary to accurately reflect the information therein. Any amendment or revision to Schedule A made in accordance with this Agreement shall be deemed an amendment to this Agreement, but notwithstanding any other term or condition of this Agreement (including but not limited to Section 5.5 hereof), such amendment may be made by a majority of Operating Managers. Any reference in this Agreement to Schedule A shall be deemed to be a reference to Schedule A as amended and in effect from time to time.

Section 2.2 Name. The business and affairs of the Company shall be conducted under the name "**Eagle River Inn**" or "**ERI**" and such names shall be used at all times in connection with the Company's business and affairs, except to the extent the majority of the Operating Managers agree to the use by the Company of assumed names or other trade names or fictitious names.

Section 2.3 Term. The term of the Company shall commence on the date the Articles are filed in the Colorado Secretary of State's office and shall continue in perpetuity until the Company is dissolved in accordance with the provisions of this Agreement.

Section 2.4 Registered Agent and Office. The Company's registered agent and office in Colorado shall be Dan Reynolds, c/o Alpenglow Law, LLC, 210 Edwards Village Blvd A105, Edwards, Colorado 81632. At any time, the majority of the Operating Managers may designate another registered agent and/or registered office.

Section 2.5 Principal Place of Business. The principal place of business of the Company shall be 145 North Main Street, Minturn, Colorado 81645. At any time, the majority of the Operating Managers may change the location of the Company's principal place of business.

Section 2.6 Qualification in Other Jurisdictions. The Operating Managers shall cause the Company to be qualified, formed or registered under assumed or fictitious name statutes or similar laws in any jurisdiction in which the Company transacts business. The Operating Managers of the Company shall execute, deliver and file any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

ARTICLE III

PURPOSE AND POWERS OF THE COMPANY

Section 3.1 Purpose.

(a) The purposes for which the Company is organized are (i) to own and operate a boutique hotel in Minturn, Colorado, and (ii) to exercise all the powers and privileges granted by the Act or by any other law or by this Agreement, together with any powers incidental thereto, including such powers and privileges as are necessary or convenient to the conduct, promotion or attainment of the business, purposes or activities of the Company. The foregoing purposes of the Company may be modified only with the prior majority vote of the Members.

(b) In no event shall this Agreement be held or construed to imply the existence of a general partnership or joint venture among the Members with regard to matters, trades or businesses or enterprises outside the scope of this Company, and no Member shall have any power or authority under this Agreement to act as the agent or representative of the Company or any other Member with regard to any matter beyond the scope of this Company.

Section 3.2 Powers of the Company. The Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes set forth in Section 3.1 hereof, including, but not limited to, the power:

(a) to conduct the business of the Company, carry on its operations and have and exercise the powers granted to a limited liability company by the Act in any state, territory, district or possession of the United States, or in any foreign country that may be necessary, convenient or incidental to the accomplishment of the purpose of the Company;

(b) to acquire by purchase, lease, contribution of property or otherwise, own, hold, operate, maintain, finance, improve, lease, sell, convey, pledge, mortgage, transfer, demolish or dispose of any real or personal property (including the Property) that may be necessary, convenient or incidental to the accomplishment of the purpose of the Company;

(c) to enter into, perform and carry out contracts of any kind including contracts with any Member or Affiliate thereof, necessary to the accomplishment of the purpose of the Company;

(d) to sue and be sued, make claims and defend, and participate in administrative or other proceedings, in its name;

(e) to appoint employees and agents of the Company, and define their duties and fix their compensation;

(f) subject to the provisions of Article XIII hereof, to indemnify certain Persons in accordance with the Act and to obtain any and all types of insurance;

(g) to borrow money and issue evidences of indebtedness including loans from any Member or Affiliate thereof and to secure any of the same by a mortgage, pledge or other lien on the assets of the Company;

(h) to pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle any and all other claims or demands of or against the Company or to hold such proceeds against the payment of contingent liabilities; and

(i) to make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purpose of the Company.

3.3 Title to Company Property. Except as otherwise set forth herein, legal title to the Property and all other Company property and assets shall be taken and at all times held in the name of the Company.

ARTICLE IV

CAPITAL CONTRIBUTIONS, MEMBER INTERESTS, CAPITAL ACCOUNTS AND FUTURE CAPITAL REQUIREMENTS

Section 4.1 Capital Contributions.

(a) Each Member has made the Capital Contribution in the amount set forth on Schedule A opposite each Member's name and is deemed to own the Percentage Interest and class of Interest, in each case, in the amounts set forth opposite such Member's name on Schedule A, as may be adjusted from time to time to reflect the issuance of additional interests. A Member's Interest shall for all purposes be personal property. A Member has no interest in specific Company Property, unless and until a Distribution of such Company Property is made to such Member.

(b) Except as otherwise provided in this Agreement, no Member, or the successor or assign of such a Member, may demand a return of its Capital Contributions, in whole or in part.

(c) Except as otherwise provided in this Agreement, no Member shall be required to lend any funds or make Capital Contributions to the Company or, after a Member's Capital Contributions have been fully paid pursuant to Section 8.1 hereof, to make any additional Capital Contributions to the Company. No Member shall have any personal liability for the repayment of any other Member's Capital Contribution.

Section 4.2 Additional Capital Contributions.

(a) No Member shall be required to make any additional Capital Contributions ("**Additional Capital Contributions**") to the Company.

(b) By the majority vote of the Members, and, after providing written notice to all Members of such vote, the Members are permitted to make Additional Capital Contributions in cash or property to the Company, and, all Members shall be provided the opportunity to participate in the Additional Capital Contribution. Additional Capital Contributions shall, at the option of such Member, be made by such Members in the proportion that each contributing Member's Interest bears to the sum of the Interest of all contributing Members. Upon the making of an Additional Capital Contribution by an existing Member, or upon the admission of a new Member in accordance within this Agreement and the Act, such Member or Members shall acquire the Percentage Interest and Class of Interest or other equity interest in the Company as a majority vote of the Members may determine and shall receive a credit to its Capital Account for each such Capital Contribution at the time and in the amount that such Additional Capital Contribution is made.

(c) By the majority vote of the Members, the Company may issue Interests in, and may admit new Members to, the Company for such consideration as determined by a majority vote of the Members, and the fair market value of such consideration shall be deemed to be the new Member's initial Capital Contribution to the Company.

(d) If the Company requires additional capital at any time, with majority vote of the Members, the Operating Managers may raise such additional capital by allowing one or more Members to make loans or advances to the Company and all other Members shall be provided with the same opportunity to make such a loan or advance on the same terms and conditions as the opportunity offered to such Member(s) in proportion to their Percentage Interests.

Section 4.3 Capital Accounts.

(a) A separate Capital Account shall be established and maintained for each Member in accordance with the capital account maintenance rules provided in Treasury Regulation Section 1.704-1(b)(2)(iv). The original Capital Account established for any Member who acquires an Interest by virtue of an assignment in accordance with the terms of this Agreement shall be in the same amount as, and shall replace, the Capital Account of the assignor of such Interest, and, for purposes of this Agreement, such Member shall be deemed to have made the Capital Contributions made by the assignor of such Interest (or made by such assignor's predecessor in interest). To the extent such Member acquires less than the entire Interest of the assignor of the Interest so acquired by such Member, the original Capital Account of such Member and its Capital Contributions shall be in proportion to the Interest it acquires, and the Capital Account of the assignor who retains a partial Interest, and the amount of its Capital Contributions, shall be reduced in proportion to the Interest it retains.

(b) As provided in Treasury Regulation Section 1.704-1(b)(2)(iv), the Capital Account of each Member shall be maintained in accordance with the following provisions as follows:

(i) to such Member's Capital Account there shall be credited such Member's Capital Contributions (including any Additional Capital Contributions), such Member's distributive share of Profits, special allocations of income and gain, and the net amount of any Company liabilities that are assumed by such Member or that are secured by any Company assets distributed to such Member;

(ii) to such Member's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any Company assets distributed to such Member pursuant to any provision of this Agreement, such Member's distributive share of Losses, special allocations of loss and deduction, and the net amount of any liabilities of such Member that are assumed by the Company or that are secured by any property contributed by such Member to the Company; and

(iii) in determining the amount of any liability for purposes of this Section 4.3(b), there shall be taken into account Section 752(c) of the Code and any other applicable provisions of the Code and the Treasury Regulations.

Section 4.4 Capital Accounts Generally.

(a) Except as otherwise provided in this Agreement, whenever it is necessary to determine the Capital Account of any Member for any purpose hereunder, the Capital Account of such Member shall be determined after giving effect to all adjustments provided for in Section 4.3 hereof for the current Fiscal Year in respect of transactions effected prior to the date such determination is to be made.

(b) No Member shall be entitled to withdraw any part of its Capital Account, or to receive any distribution from the Company except as specifically provided in this Agreement.

ARTICLE V

MEMBERS, MEETINGS AND AMENDMENTS

Section 5.1 Powers of Members. Each Member shall have the power to exercise any and all rights or powers granted to such Member pursuant to the express terms of this Agreement. Any references herein to any acts requiring the

majority approval of the Members shall require the affirmative vote or consent of a majority of the Members. The approval or consent of the Members shall not require a formal vote of the Members, but, rather such approval or consent may be provided by each such Member via written, electronic or oral means.

Section 5.2 Resignation. Except as expressly provided in this Agreement, no Member may withdraw from the Company prior to the dissolution and winding up of the Company. If a Member withdraws in violation of the foregoing prohibition, such Member shall not be entitled to receive any compensation or distributions and shall not otherwise be entitled to receive the fair market value of its Interest except as otherwise expressly provided for in this Agreement.

Section 5.3 Meetings or other Approvals of the Members.

(a) Meetings of the Members may be called at any time by any Member.

(b) Each meeting of the Members shall be conducted by a majority of the Operating Managers, and such a meeting shall be called with at least two (2) days but not more than thirty (30) written days' notice, specifying the agenda for the meeting. If a meeting is set on five (5) days or less notice, then notice of the meeting shall be emailed to all Members as well as mailed. Such notice may be waived by any of the Members at any time and will be deemed to have been waived if the Member participates in the meeting and has been provided with a written agenda for the meeting. Meetings may also be held telephonically whereby each of the Members can hear each of the other Members. A majority of the Operating Managers, in their sole discretion, shall establish all other provisions relating to meetings of Members, including the time, place or purpose of any meeting at which any matter is to be voted on by any Member, voting in person or by proxy or any other matter with respect to the exercise of any such right to vote; provided, however, any Member shall have the right to introduce agenda items for each meeting. Except as expressly provided in this Agreement, decisions of the Members shall be made upon the vote of a majority in Interest of the Members. Action by the Members may also be taken and represented by a written consent. The Operating Managers shall be responsible for taking minutes of the Members' meetings and safekeeping them on behalf of the Company.

Section 5.4 Additional Members.

(a) By written approval of a majority of the Members, the Company is authorized to admit any Person as an additional Member of the Company (each, an "**Additional Member**" and collectively, the "**Additional Members**"). Each such Person shall be admitted as an Additional Member at the time such Person (i) executes this Agreement or a counterpart of this Agreement and (ii) is designated as a Member (with a corresponding Percentage Interest) on an amended or supplemental Schedule A hereto.

(b) Additional Members shall not be entitled to any retroactive allocation of the Company's income, gains, losses, deductions, credits or other items; provided that, subject to the restrictions of Section 706(d) of the Code, Additional Members shall be entitled to their respective share of the Company's income, gains, losses, deductions, credits and other items arising under contracts entered into before the effective date of the admission of any Additional Members to the extent that such income, gains, losses, deductions, credits and other items arise after such effective date. To the extent consistent with Section 706(d) of the Code and Treasury Regulations promulgated thereunder, the Company's books may be closed at the time Additional Members are admitted (as though the Company's tax year had ended) or the Company may credit to the Additional Members pro rata allocations of the Company's income, gains, losses, deductions, credits and items for that portion of the Company's Fiscal Year after the effective date of the admission of the Additional Members.

Section 5.5 Amendments. Except as provided for in Section 2.1(b) hereof, any amendment to this Agreement or the Articles shall be adopted and be effective as an amendment thereto only if it receives the affirmative vote of a majority of the Members, or such amendment is in writing and executed by a majority of the Members.

ARTICLE VI

MANAGEMENT

Section 6.1 Operating Managers.

(a) Operating Managers. Except as set forth in Section 6.2 hereof or as otherwise set forth in this Agreement, the Operating Managers shall manage the Business and affairs of the Company. Each Operating Manager shall be obligated to use reasonable skill, knowledge and judgment in the conduct of the Business and affairs of the Company but shall not be accountable to the Members or the Company as a fiduciary and shall devote such time to the business and affairs of the Company as such Operating Manager deems to be reasonably necessary. Subject to the restrictions in Section 6.1(b) below, and as otherwise provided in this Agreement, each Operating Manager shall have all powers generally conferred by law to a "Manager" of a limited liability company as well as those that are necessary, advisable or consistent in connection therewith. Such general authority to bind the Company shall be limited as otherwise set forth in this Agreement, and, specifically pursuant to Section 6.1(b) hereof. The Members and Operating Managers agree and acknowledge that in the event the Company shall add an additional Operating Manager to the Company and provide any Percentage Interest to such additional Operating Manager, then, in such event, that Percentage Interest provided to the additional Operating Manager shall reduce solely that Class B Interest held by the existing Operating Managers and shall not dilute any of the Class A Interest. Any references in this Agreement relating to the consent, determination, decision, act, etc. of the Operating Managers shall require the majority consent of the Operating Managers.

(b) Number, Tenure, and Qualifications of Operating Managers. The Company shall at all times have three (3) Operating Managers. The initial Operating Managers appointed by a majority of the Members are RSH Management Minturn, LLC, a Colorado limited liability company, ERI Management, LLC, a Colorado limited liability company, and TLeach Enterprises, Inc., a Colorado corporation. Operating Managers shall not be required to stand for election at any time. Each Operating Manager shall hold office until its removal or resignation, and a replacement Operating Manager shall be appointed by a majority approval of the Members. If any Operating Manager resigns, is removed, or, is otherwise unable to act as an Operating Manager, a majority of the Members shall then fill such vacancy. The Operating Managers may hold meetings within or outside of the State of Colorado, in person or by telephone, Internet, or other form of telecommunication. Meetings may be called by any Operating Manager upon at least two days, but not more than 30 days, written notice. Any action that may be taken by Operating Managers at a meeting may be taken without a meeting if such action is approved in writing by the number of Operating Managers that would be required to approve such action at a duly held meeting.

Section 6.2 Member Consent for Certain Acts. In addition to any other acts of the Company requiring the majority approval of the Members as otherwise provided in this Agreement, the following acts shall also require the prior majority approval of the Members:

(i) permit the operating reserves of the Company to exceed $500,000.00 except in the instance such excess reserves are necessary for the Company to pay its tax liabilities;

(ii) permit the operating reserves of the Company to be an amount less than adequate to pay any of the Company's tax liabilities;

(iii) increasing or decreasing the management fee of a Manager;

(iv) any Company actions which are beyond the Company's ordinary course of business;

(v) the settlement of any claim against the Company in excess of $10,000.00;

(vi) approve the Annual Budget, as provided in Section 6.4(c) below;

(vii) any deviations in Company expenditures which exceed an amount greater than ten (10%) of the Company's Annual Budget;

(viii) Entering into any contract by the Company in which the Company assumes an obligation exceeding $100,000.00 per year;

(ix) binding the Company to any agreement for the purchase of real property;

(x) any other acts as otherwise provided herein;

(xi) cause the Company to file a petition for relief in bankruptcy under any Federal bankruptcy laws or under debtor relief laws of any jurisdiction;

(xii) undertake any action for the purpose of, or with the intent of, making it impossible to carry on the business of the Company;

(xiii) entering into any futures, swap or other hedging arrangements of any type, or financial derivative instruments or agreements of any type;

(xiv) amend or restate the Articles or this Agreement;

(xv) cause the Company to be a party to any merger, consolidation, an exchange, an issuance of equity, or conversion;

(xvi) the commencement of any lawsuit, arbitration or other legal action against any Person;

(xvii) the Company entering into any business or expanding the current business of the Company outside the scope of the business described in Section 3.1 hereof;

(xviii) lending Company funds to Affiliates or third parties;

(xix) removal or designation of the "Tax Matters Representative";

(xx) removal or designation of the Company's independent accountants, including audit accountants or tax accountants;

(xxi) the incurrence of any indebtedness in excess of $100,000, or the creation of any lien or other encumbrance on any property or assets of the Company, other than liens or encumbrances created in the ordinary course of business of the Company;

(xxii) the providing of any Company guaranty (or other obligations that, in economic effect, are substantially equivalent to a guaranty) of any amount owed by or any obligation of any Person;

(xxiii) the approval of any contract or transaction between the Company and any Member, Manager or their respective Affiliates, or any amendment or modification of any such contract or transaction;

(xxiv) making any other decision with respect to the Company that specifically requires the approval of the Members pursuant to this Agreement; or

(xxv) to expand and conduct its Business at an additional location other than in Minturn, Colorado.

Section 6.3 Indemnification. To the extent permitted by the Act, the Company, its receiver or its trustee shall indemnify, hold harmless and pay all judgments and claims against any Operating Manager and its successors (collectively for purposes of this Paragraph 6.3, "**indemnified persons**" and individually an "**indemnified person**"), from any liability, loss or damage incurred by any indemnified person or by reason of any act performed or omitted to be performed by an indemnified person in connection with the business of the Company, including costs and attorneys' fees (which attorneys' fees may be paid as incurred) and any amounts expended in the settlement of any claim of liability, loss or damage. However, if such liability, loss or claim arises out of any action or inaction of an indemnified person, the Company shall only be liable to such indemnified person if, as reasonably determined by a majority of the Operating Managers, such indemnified person (a) conducted himself in good faith, (b) is not guilty of gross negligence or willful misconduct, and (c) believed in good faith that such course of conduct was in the best interest of the Company, and provided further, that any such indemnification shall be recoverable only from the assets of the Company and not the assets of any Member.

Section 6.4 Reports and Budgets.

(a) Annual Reports. As soon as reasonably possible, but in no event later than ninety (90) days following the end of each Fiscal Year, the Operating Managers shall use commercially reasonable efforts to produce and furnish (or cause to be produced and furnished) to each Member an unaudited statement of: (i) the current assets and liabilities of the Company; (ii) the Profit or Loss of the Company for the preceding Fiscal Year; (iii) the current Capital Account balance of such Member, and (iv) the cash flows of the Company for the preceding Fiscal Year (each, an "**Annual Report**"). At the written request of any Operating Manager, the Operating Managers shall cause an Annual Report to be audited.

(b) Annual Budget. As soon as reasonably possible following each Fiscal Year the Operating Managers shall furnish to each Member an annual operating budget for the Company, including projections of income and expense by major line item, any expected Additional Capital Contributions and borrowing needs with respect thereto, ongoing out-of-pocket third-party expenses (including without limitation, legal, accounting and auditing costs) and other operating costs (each, an "**Annual Budget**"). The Annual Budget for the 2024 calendar year is as set forth on Exhibit B attached hereto. The Operating Managers shall use commercially reasonable efforts to update and revise the Annual Budget each calendar quarter. The Annual Budget and each update or revision thereto shall be subject to the majority approval of the Members.

Section 6.5 Related Party Transactions. The Persons (together with such Persons' Affiliates) serving as an Operating Manager or as an officer of the Company shall have the right and responsibility from time-to-time as necessary and appropriate to enter into transactions between the Company and related parties, provided such transaction adequately compensates the related party for the services being provided or the assets being used or acquired without unreasonable charges to the Company for such services or assets.

Section 6.6 Removal and Resignation.

(a) An Operating Manager may be removed from such position with the affirmative vote of a majority of the Members.

(b) Any Operating Manager may resign at any time by giving written notice to the Company. The resignation shall take effect upon receipt of notice thereof unless the Operating Manager agrees to accept such resignation to be effective at a later time as shall be specified in such notice.

Section 6.7 Compensation of Operating Managers. Each of the following Operating Managers may be paid an annual management fee by the Company, which shall be payable to such Manager in twelve (12) equal monthly installments and such amounts shall be due and payable on the first day of each month, so long as such Person remains an Operating Manager and does not otherwise resign or is removed. The initial amount of such annual management fees are set forth below, and may be increased or decreased from time to time by the approval of a majority of the Members. The management fees provided in this Section 6.7 shall not be a Distribution with respect to any Interests owned by such Operating Manager,

but shall be in consideration of reasonable and customary operational management services and advice rendered by each of the Operating Managers to the Company from time to time. The initial annual management fees for the Operating Managers shall be as follows:

(a) ERI Management, LLC, LLC - $72,800 per each twelve month period;
(b) RSH Management Minturn, LLC - $0.00; and
(c) TLeach Enterprises, Inc. - $0.00.

Section 6.8 Noncompetition and Nondisclosure.

(a) Noncompetition in the State of Colorado. Each Member hereby covenants and agrees that each such Member, each such Member's Affiliates (each, a "Restricted Party", and, collectively, the "Restricted Parties") shall not, and shall not permit any Affiliate of such Member, from the date hereof until three (3) years following the date that such Member ceases to be a Member, to either directly or indirectly work with, provide any assistance, or, otherwise perform services for (whether as an officer, director, stockholder, partner, associate, employee, consultant, owner, agent, creditor, lender, guarantor, advisor, or other capacity) any Person or entity which in any way engages in a boutique hotel concept similar to that of the Company (a "**Competitive Business**") within Eagle County, Colorado (the "**Restricted Territory**"). Each Member agrees that the above covenant is reasonable with respect to duration, geographical area and proscription and that the above covenant shall not prohibit any such Member, or any Affiliate thereof, from obtaining gainful employment or be unduly burdensome, and, that such protections are necessary for the protection of the Company's value and relate to the purchase or sale of a business or the assets of a business. If any provision of this Section 6.8 becomes or is found to be illegal or unenforceable, it must first be modified only to the extent necessary to make it legal and enforceable and then, if necessary, severed from the remainder of this Section 6.8 to allow the remainder of this Section 6.8 to remain in full force and effect.

(b) Breach. In the event of a breach of this Section 6.8 by a Member, the breaching party shall within sixty (60) days after receiving written notice of such breach from the Company, cure such breach to the reasonable satisfaction of a majority of the Members. If the breaching party does not cure the breach within such 60-day period, the Company may seek relief (which includes, but, is not limited to, seeking damages and/or an injunction to enforce this Section 6.8) and, shall also have the option, at its sole discretion, to exercise its option to purchase all of the breaching party's direct and indirect Interests in the Company (including, any Class A Interest and any Class B Interest) in accordance with Section 7.5 hereof. In such an event, the breaching party, the Members and the Operating Managers shall be obligated to use good faith efforts to cause the purchase of the breaching party's direct and/or indirect Interests in the Company.

ARTICLE VII

ASSIGNABILITY OF MEMBER INTERESTS

Section 7.1 Assignability of Interests.

(a) Except as otherwise provided in this Article VII, no Member may Transfer (i) the whole or any part of its Interest or any fractional or beneficial interest therein; or (ii) a majority of the equity interest of such Member entity to any Person so that following such Transfer the Person which owned the majority interest of such Member entity prior to such Transfer shall no longer own the majority interest of such Member entity, without the prior written consent of a majority of the Members, which consent may be given or withheld in the sole and absolute discretion of the Members. If the prior written consent of the Members is obtained for any such Transfer such Transfer shall, nevertheless not entitle the assignee to become a Substitute Member or to be entitled to exercise or receive any of the rights, powers or benefits of a Member other than the right to receive distributions to which the assigning Member would be entitled, unless the assigning Member designates, in a written instrument delivered to the Members, its assignee to become a Substitute Member and provided further, that such assignee shall not become a Substitute Member without having first executed an instrument reasonably

satisfactory to a majority of the Members which shall at a minimum include (i) an acceptance and agreement by the assignee to abide by all the terms and conditions of this Agreement and (ii) an agreement by such assignee to pay such reasonable expenses as may be incurred by the Company in connection with such assignee's admission as a Substitute Member.

(b) If a Member assigns all or part of its Interest in the Company and the assignee thereof is entitled to become a Substitute Member, such assignee shall be admitted to the Company effective immediately prior to the effective date of the assignment (as set forth in Section 7.3 hereof). In such event, the Company shall not dissolve if the business of the Company is continued without dissolution in accordance with Article XIV hereof.

(c) Each Member which is an entity agrees and acknowledges that in the event any provision of this Article VII conflicts with any term of such Member entity's corporate governance documents, or otherwise, then the provisions of this Article VII shall prevail and otherwise apply to such Member entity.

Section 7.2 Recognition of Assignment by Company or Other Members. No Transfer or assignment of any Member's Interest, or any part thereof, that is in violation of this Article VII shall be valid or effective, and neither the Company nor an Operating Manager or any Member shall recognize the same for any purpose of this Agreement, including the purpose of making distributions of Net Operating Cash Flow pursuant to this Agreement with respect to such Interest or part thereof. Neither the Company nor an Operating Manager shall incur any liability as a result of refusing to make any such distributions to the assignee of any such invalid assignment.

Section 7.3 Effective Date of Assignment. Any valid assignment of a Member's Interest, or part thereof, pursuant to the provisions of this Article VII shall be effective as of the close of business on the day preceding the closing of the transaction evidencing the assignment, unless all consents have not been obtained, in which case the effective date shall be on such date all of the written consents to such assignment have been obtained, or such other date as the assigning Member and not less than a majority of the Members agree upon. The Company shall, from the effective date of such assignment, thereafter pay all further distributions on account of the Interest (or part thereof), so assigned, to the assignee of such Interest, or part thereof. As between any Member and its assignee, Profits and Losses for the Fiscal Year of the Company in which such assignment occurs shall be apportioned for federal income tax purposes in accordance with any convention permitted under Section 706(d) of the Code and selected by the majority of the Operating Managers.

Section 7.4 Right of First Refusal.

(a) In the event of any proposed Transfer (including any Involuntary Transfer) of all or any part of an Interest without the prior written consent of the majority of the Members, the Member proposing to make such assignment, or the third party foreclosing upon the Interest or succeeding thereto as a result of an Involuntary Transfer (the "**Proposed Transferor**"), shall give to the Members a written notice ("**assignment notice**") stating the consideration and other terms and conditions of the proposed assignment and the name, address and a resume' for the Person(s) to whom the proposed assignment would be made. The assignment notice shall be accompanied by sufficiently detailed information relating to the valuation of the Interest, the identity of the proposed assignee, the consideration, terms and conditions of the proposed assignment and such other information as may be reasonably requested by a majority of the Members. Upon receiving the assignment notice, the Company (acting through the Operating Managers without the participation in the decision by the Members or the Affiliates of the Member whose Interest is being assigned) shall have the option, for a period of sixty (60) days from the date that it receives the assignment notice, to give written notification to the Proposed Transferor, by certified mail or personal delivery, of its intention exercise its option to purchase the Interest within thirty (30) days after receiving an assignment notice. Thereafter, the Company shall within thirty (30) days of the exercise of such option, acquire all of that portion of the Interest subject to the assignment notice, for the same consideration and other terms and conditions contained in the assignment notice. The closing of the Company's purchase of an Interest pursuant to this Section 7.4 will be held at the principal office of the Company on a mutually acceptable date. The Company shall tender payment to the selling party in the form of cash or, such other terms as provided for in the assignment notice. At such closing, the Proposed Transferor will assign to the Company the Interest to be sold, free and clear of all liens, claims and encumbrances, and will execute such documents as may be necessary to effectuate the sale.

(b) If the Company fails to exercise its right of first refusal within the sixty (60) day period, the Interest covered by the assignment notice may then be assigned to the Person(s) described in the assignment notice, for exactly the same consideration and other terms and conditions provided therein; provided however, that such Person acquiring the Interest in question shall not become a Substitute Member unless he, she or it has been approved in such capacity under the preceding provisions of this Article VII. In the event that the Company does exercise its right of first refusal, the proposed assignment shall be closed within thirty (30) days of the exercise of such option. If such closing does not occur within that time period, then the Interest in question shall once again become subject to the restrictions of this Article VII and this Agreement.

Section 7.5 Company's Option to Purchase. At any time, the Company shall, upon the approval of a majority of the Members, have the option ("**Buy-Out Option**") to purchase all (and not less than all) of the Interest owned by any Member, Substitute Member, or assignee ("**Selling Member**") on the following terms and conditions:

(a) Delivery of Buyout Notice. In the event that the Company desires to exercise the Buyout Option, the Company shall deliver to the Selling Member written notice (a "**Buy-Out Notice**") which states that the Company desires to separate from the Selling Member, and desires to purchase all, and not less than all, of the Interest of the Company of the Selling Member.

(b) Establishment of Buyout Price.

(1) Agreement Regarding Buyout Price. Upon the Company's delivery of the Buy-Out Notice, for a period of sixty (60) days thereafter, the Company and the Selling Member shall use reasonable, good faith efforts to attempt to agree upon a purchase price for all of the Selling Member's Interest of the Company (the "**Buy-Out Price**").

(2) Failure to Agree Upon Buyout Price. In the event that the Company and the Selling Member are unable to agree in writing upon the Buy-Out Price pursuant to Section 7.5(b)(1) above, then the Buy-Out Price shall be the fair market value of the Selling member's Interest, as determined pursuant to this Section 7.5(b)(2). In no event shall the Buy-Out Price be less than $0.01. The fair market value of the Selling Member's Interests will be the amount that the Selling Member would receive upon dissolution and liquidation of the Company if all of its assets and liabilities were sold and assumed at fair market value as a going concern, and no discount will be applied to any Interest as a result of the fact that they are nonvoting, do not represent a controlling interest in the Company, are not freely transferable or any other similar factor. The Company and the Selling Member shall endeavor to agree on an appraiser regularly engaged in the business of valuing companies in the same general business as the Company to provide the necessary appraisal. If they are unable to agree within fifteen (15) days after expiration of the 60-day period described above, the Company shall appoint one such appraiser, the Selling Member shall appoint a second such appraiser and the two appraisers so appointed shall appoint a third such appraiser. Failure by the Company or the Selling Member to appoint an appraiser within fifteen (15) days after expiration of the 60-day period described above shall be deemed to be a waiver of its right to do so. The third appraiser shall provide the necessary appraisal, which shall be binding on the Company and the Selling Member. The third appraiser shall furnish a written appraisal to each of the Company and the Selling Member as soon as reasonably practicable following his, her or its appointment. The fees and costs of the appraisers shall be borne equally by the Company and the Selling Member. Within thirty (30) days of the establishment of the Buy-Out Price, the closing of the purchase and sale of the Selling Member's Interests will be held at the Company's principal offices. At any such closing, the Company shall tender payment to the Selling Member in the form of cash, or at the Company's sole option, in the form of cash equal to 20% of the purchase price and the remainder by an unsecured promissory note (the "**Note**"), payable in equal annual installments of principal and interest over two years, with interest accruing at a rate per annum equal to a rate of prime (as published in the Wall Street Journal) plus one percent (prime + 1%). In accordance with the terms of the Note, the Company shall make equal monthly payments of principal and interest commencing on the first day of the month following the date of closing. However, the Company may, at its option, prepay the Note in whole or in part at any time without penalty. At such closing, the Selling Member will assign to the Company the Selling Member's Interests to be sold, free and clear of all liens, claims and encumbrances, and will execute such documents as may be necessary to effectuate the sale. In the event that the Selling Member's Interests are subject to any lien, claim or encumbrance, at the Company's election, the Selling Member's Interests will be sold subject to such lien, claim or encumbrance, and the Buy-Out Price will be reduced

by the amount necessary to allow the satisfaction and removal thereof. In connection with a purchase and sale transaction pursuant to this Section 7.5, the Company shall be obligated to obtain the release of the Selling Member or any Affiliate of a Selling Member from liability for any guarantees of Company obligations by which the Selling Member or any Affiliate of the Selling Member is bound, and the Selling Member shall be obligated to use its best efforts and cooperate fully with the efforts of the Company to obtain such release.

Section 7.6 Regulatory Requirement for Transfer. THE SALE, ASSIGNMENT, TRANSFER, PLEDGE OR OTHER DISPOSITION OF ANY INTEREST IS INEFFECTIVE UNLESS APPROVED IN ADVANCE BY ANY LICENSING OR REGULATORY AUTHORITY WITH JURISDICTION OVER THE COMPANY IF SUCH PRIOR APPROVAL IS SO REQUIRED BY SUCH LICENSING OR REGULATORY AUTHORITY. IF AT ANY TIME THE LICENSING OR REGULATORY AUTHORITY FINDS THAT AN OWNER OF THE INTEREST IS UNSUITABLE TO CONTINUE TO HAVE AN INVOLVEMENT IN THE BUSINESS OF THE COMPANY IN THE JURISDICTION OF THE LICENSING OR REGULATORY AUTHORITY SUCH OWNER MUST DISPOSE OF SUCH OWNERSHIP INTEREST AS PROVIDED BY THE LAWS AND THE REGULATIONS OF THE JURISDICTION IN WHICH THE LICENSING AND REGULATORY AUTHORITY HAS JURISDICTION OVER THE COMPANY. SUCH LAWS AND REGULATIONS MAY RESTRICT THE RIGHT UNDER CERTAIN CIRCUMSTANCES: (A) TO PAY OR RECEIVE ANY DIVIDEND OR INTEREST UPON SUCH INTEREST; (B) TO EXERCISE, DIRECTLY OR THROUGH ANY TRUSTEE OR NOMINEE, ANY VOTING RIGHT CONFERRED BY SUCH INTEREST; OR (C) TO RECEIVE ANY REMUNERATION IN ANY FORM FROM THE COMPANY, FOR SERVICES RENDERED OR OTHERWISE.

ARTICLE VIII

DISTRIBUTIONS TO MEMBERS

Section 8.1 Distributions.

(a) Subject to Section 6.2 hereof, a majority of the Operating Managers shall have sole discretion regarding the amounts and timing of Distributions to Members, in each case subject to the retention and establishment of reserves of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include the payment or making provision for the payment when due of the Company's obligations, including the payment of any management or administrative fees and expenses or any other obligations, which include, the repayment of the Bank Loan in its entirety. Without limiting the generality of the foregoing, in the discretion of the majority of the Operating Managers, Net Operating Cash Flow of the Company, if any, may be distributed to the Members in an amount sufficent to satisfy the tax obligations of the Members; provided, however, that such distribution does not exceed 40% of the net taxable income allocated to such Member, arising as a result of the allocations of Profit and Loss pursuant to Article IX hereof (such Distributions shall be referred to herein as "**Tax Distributions**"). The amount of any Distribution made to a Member pursuant to Section 8.1(b) shall be reduced by the amount of any Tax Distribution made to such Member pursuant to this Section 8.1(a), and the amount so distributed under this Section 8.1(a) shall be deemded to have been distibuted pursuant to the appropriate paragraph of Section 8.1(b) to the extent of such reduction.

(b) Subject the prior payment of the management fees to entities which are Operating Managers of the Company as provided in Section 6.7 hereof, the Company shall make Distributions of Net Operating Cash Flow to the Members at such times as determined by the majority of the Operating Managers, and shall be allocated among the Members and paid in the following order of priority:

(i) First, the unpaid principal and interest on advances and any other loans made to the Company by a Member shall be distributed pro rata to the Members who made such loans, in proportion to the total amount of principal and interest then due and payable on such loans according to the terms thereof (irrespective of when such loans were made to the Company);

(ii) Second, pro rata, to the Class A Members to extent of such Class A Members' Unreturned Capital at the time of the Distribution; and

(iii) The balance, if any, to the Members in proportion to their Percentage Interests.

Section 8.2 Distribution Rules.

(a) Net Operating Cash Flow shall be distributed pursuant to Section 8.1 hereof at such times as a majority of the Operating Managers decide in their sole discretion.

(b) All amounts withheld pursuant to the Code or any provision of any foreign, state or local tax law or treaty with respect to any payment, distribution or allocation to the Company or the Members shall be treated as amounts distributed to the Members pursuant to this Article VIII for all purposes of this Agreement. With the majority consent of the Operating Managers, the Operating Managers are authorized to withhold from distributions, or with respect to allocations, to the Members and to pay over to any federal, foreign, state or local government any amounts required to be so withheld pursuant to the Code or any provision of any other federal, foreign, state or local law or treaty and shall allocate such amounts to those Members with respect to which such amounts were withheld.

Section 8.3 Limitations on Distribution. Except as provided in this Agreement, no Member shall be entitled to any distribution of cash or other property from the Company. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to any Member on account of its Interest in the Company if such distribution would violate the Act or other applicable law.

ARTICLE IX

ALLOCATIONS

Section 9.1 Profits and Losses. Subject to the other provisions of this Article IX, Profits and Losses shall be allocated in the following order of priority: (a) All Profits and Losses from operations (as distinguished from gains or losses from a liquidation and winding up of the Company as described in Article XIV hereof) for each Fiscal Year (or part thereof), as determined by the Company's accountants, shall be allocated as follows:

(i) Profits. shall be allocated as follows:

(A) First, to those Members previously allocated Losses under Subsection 9.1(a)(ii) hereof, in the reverse order to the manner in which such Losses were previously allocated thereunder, until the cumulative Profits allocated pursuant to this Subsection 9.1(a)(i)(A) for the current and all prior Fiscal Years are equal to the cumulative Losses allocated pursuant to Subsection 9.1(a)(ii) hereof for all prior periods, in the same proportions to the amounts of such Losses previously allocated;

(B) Second, pro rata, to the Class A Members to extent of such Class A Members' Unreturned Capital;

(D) The balance of any remaining Profits shall be allocated to the Members in proportion to their Percentage Interests.

(ii) Losses shall be allocated as follows:

(A) First, to the Members, in proportion to their positive Capital Account balances, until such balances shall be reduced to zero;

(B) second, to those Members who made any loans to the Company (and who are still owed any amount thereof) in the proportion that the outstanding balance of such loans for each Member bears to the outstanding balances of such loans for all Members, until the Members are allocated an amount of Losses pursuant to this clause (B) equal to the aggregate of all such loans; and

(C) the balance, if any, to the Members in proportion to their Percentage Interests.

Section 9.2 Special Allocations. The following special allocations shall be made in the following order:

(a) Company Minimum Gain Chargeback. If there is a net decrease in Company Minimum Gain during a Company fiscal year so that an allocation is required by Treasury Regulations Section 1.704-2(f), then each Member shall be specially allocated items of income and gain for such year (and, if necessary, subsequent fiscal years) equal to such Member's share of the net decrease in Company Minimum Gain as determined by Treasury Regulation Section 1.704-2(g). Such allocations shall be made in a manner and at a time which will satisfy the minimum gain chargeback requirements of Treasury Regulation Section 1.704-1(f) and this Section shall be interpreted consistently therewith. "**Company Minimum Gain**" shall have the meaning set forth in Treasury Regulations Sections 1.704-1(b)(2) and 1.704-2(d).

(b) Member Nonrecourse Minimum Gain Chargeback. If there is a net decrease in the Member Nonrecourse Debt Minimum Gain during any Company fiscal year, any Member who has a share of such Member Nonrecourse Debt Minimum Gain (as determined in the same manner as partner nonrecourse debt minimum gain under Treasury Regulation Section 1.704-2(i)(5)) shall be specially allocated items of income or gain for such year (and, if necessary, subsequent fiscal years) equal to such Member's share of the net decrease in the Member Nonrecourse Debt Minimum Gain in the manner and to the extent required by Treasury Regulation Section 1.704-2(i)(4). This Section shall be interpreted in a manner consistent with such Treasury Regulation. "**Member Nonrecourse Debt Minimum Gain**" shall have the meaning set forth in Treasury Regulation Section 1.704-2(i)(3).

(c) Qualified Income Offset. If a Member unexpectedly receives an adjustment, allocation, or distribution described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), any of which causes or increases an "Adjusted Capital Account Deficit" in such Member's Capital Account, then such Member will be specially allocated items of income and gain in an amount and manner sufficient to eliminate such deficit balance created or increased by such adjustment, allocation, or distribution as quickly as possible; provided, however, an allocation pursuant to this Section 9.2(c) will be made if and only to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article IX have been tentatively made as if this Section 9.2(c) were not in the Agreement. For this purpose, "**Adjusted Capital Account Deficit**" means the Member has a deficit balance in its "Capital Account" after giving effect to any amounts the Member is obligated to contribute or restore to the Company pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-1(i)(5).

(d) Allocation of Nonrecourse Liability Deductions. Deductions attributable to any Company Nonrecourse Liability shall be allocated among the Members in proportion to their respective Percentage Interests. "**Company Nonrecourse Liability**" has the meaning set forth in Treasury Regulations Section 1.704-2(b)(3)

(e) Member Nonrecourse Debt Deductions. Deductions attributable to any Member Nonrecourse Debt shall be allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Treasury Regulations Sections 1.704-2(i)(1). "**Member Nonrecourse Debt**" has the meaning set forth in Treasury Regulations Section 1.704-1(b)(4).

(f) Advice of Accountants. Allocations made by the Operating Managers under this Section 9.2 in reliance upon the advice of the Company's accountants shall be deemed to be made pursuant to any fiduciary obligation to the Company and the Members.

(g) Section 754 Election. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) of the Code or Section 743(b) of the Code is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if such gain or loss increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Treasury Regulations.

(h) Imputed Interest. If any Member makes a loan to the Company, or the Company makes a loan to any Member, and interest in excess of the amount actually payable is imputed under Sections 7872, 483 or 1274 of the Code or corresponding provisions of subsequent Federal income tax law, then any item of income or expense attributable to any such imputed interest shall be allocated solely to the Member who made or received the loan and shall be credited or charged to its Capital Account, as appropriate.

(i) Contributed Property. Income, gain, loss or deduction with respect to any property contributed by a Member shall, solely for tax purposes, be allocated among the Members, to the extent required by Section 704(c) of the Code and the related Treasury Regulations under Sections 704(b) and 704(c) of the Code, to take account of the variation between the adjusted tax basis of such property and its Gross Asset Value at the time of its contribution to the Company. If the Gross Asset Value of any Company property is adjusted as provided in Treasury Regulations Section 1.704-1(b)(2)(iv), then subsequent allocations of income, gain, loss and deduction and the gain asset value of such property shall be adjusted is provided in Section 704(c) of the Code and the related Treasury Regulations. If Section 704(c) of the Code and the Treasury Regulations thereunder allow alternative methods of making such acquired allocations, both of the Members shall determine which alternative method to use. Allocations under this Section 9.2(i) are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, or other items or distributions under any provision of this Agreement.

(j) Share of Excess Nonrecourse Liabilities. For purposes of calculating a Member's share of "excess nonrecourse liabilities" of the Company (within the meaning of Treasury Regulations Section 1.752-3(a)(3)), the Members intend that they be considered as sharing profits of the Company in proportion to their respective Percentage Interests.

(k) Curative Allocations. The allocations set forth in this Section 9.2 (collectively, the "**Regulatory Allocations**") are intended to comply with certain requirements of Treasury Regulations Sections 1.704-1 and 1.704-2. Notwithstanding any other provisions of this Article IX (other than the Regulatory Allocations), the Operating Managers shall, with the advice and assistance of the Company's tax accountants, take the Regulatory Allocations into account in allocating other Profits, Losses, and items of income, gain, loss, deduction and Code Section 705(a)(2)(B) expenditures among the Members so that, to the extent possible, the net amount of such allocations of other Profits, Losses, and other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to each such Member if the Regulatory Allocations had not occurred.

Section 9.3 Allocation Rules.

(a) In the event Members are admitted to the Company pursuant to this Agreement on different dates, the Profits (or Losses) allocated to the Members for each Fiscal Year during which Members are so admitted shall be allocated among the Members in proportion to their Percentage Interests during such Fiscal Year in accordance with Section 706 of the Code, using any convention permitted by law and selected by the majority of the Operating Managers.

(b) For purposes of determining the Profits, Losses or any other items allocable to any period, Profits, Losses and any such other items shall be determined on a daily, monthly or other basis, as determined by the majority of the Operating Managers using any method that is permissible under Section 706 of the Code and the Treasury Regulations thereunder.

(c) Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction and any other allocations not otherwise provided for shall be divided among the Members in the same proportions as their Percentage Interests for the Fiscal Year in question.

(d) The Members are aware of the income tax consequences of the allocations made by this Article IX and hereby agree to be bound by the provisions of this Article IX in reporting their shares of Company income and loss for income tax purposes.

ARTICLE X

WITHDRAWAL

No Member shall have the right to withdraw from the Company or cause the Company to redeem all or any portion of his, her or its Interest in the Company.

ARTICLE XI

BOOKS, RECORDS AND BANK ACCOUNT

Section 11.1 Inspection Rights Pursuant to Law. Without limiting any right which the Members enjoy under the Act, it is agreed that the Company shall have obligations to the Members as set forth in this Article XI respecting books, records and financial statements of the Company.

Section 11.2 Books, Records and Financial Statements. The Operating Managers shall maintain, or cause to be maintained, at the Company's principal place of business, full and accurate books and records of the Company, including such other instruments, agreements and documents which the Company may become a party to, including any amendments thereto, showing all receipts, expenditures, assets, liabilities, profits and losses of the Company and all other records necessary for the recording of the Company's business and affairs. The books of the Company, for financial and tax purposes, shall be kept in accordance with accounting methods that fairly reflect the financial condition of the Company. All said books of account shall be open to inspection, examination and audit by any Member (and its duly authorized representatives), at the expense of such Member, during regular business hours who shall be entitled to a copy of any of such books or records at such Member's expense.

Section 11.3 Annual Financial Statements. Unless a majority in Interest of the Members otherwise elect, within ninety (90) days after the end of each Fiscal Year, the Company shall cause to be delivered to each Member a financial statement of the Company for the prior Fiscal Year, prepared at the expense of the Company, which financial statement shall set forth, as of the end of and for such Fiscal Year, the following:

(a) A profit and loss statement and a balance sheet of the Company;

(b) The balance in each Member's Capital Account; and

(c) Such other information as reasonably shall be necessary for the Members to be advised of the financial status and results of operations of the Company or as otherwise required herein.

Section 11.4 Accounting Method. For both financial and tax reporting purposes and for purposes of determining profits and losses, the books and records of the Company shall be kept in accordance with such accounting principles as selected by the majority of the Operating Managers applied in a consistent manner and shall reflect all Company transactions and be appropriate and adequate for the Company's business.

Section 11.5 Bank Accounts. All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name and maintained by the Operating Managers for the benefit of the Company. The majority of the Operating Managers shall determine the financial institution or institutions at which the account(s) will be opened and the persons who will have authority with respect to the accounts and funds therein. Except as otherwise provided herein, any Operating Manager may unilaterally sign on behalf of the Company all checks, drafts and other instruments obligating the Company with respect to expenses reasonably necessary to achieve the Company's purpose.

ARTICLE XII

TAX MATTERS

Section 12.1 Taxation as Partnership. At any time and from time to time that the Company shall have more than one Person as a Member, the Company shall be treated as a partnership for Federal income tax purposes and shall elect to be characterized as a partnership under check-the-box regulations by filing the appropriate form with its first Federal and state and local income tax return.

Section 12.2 Federal Tax Returns. Within ninety (90) days after the close of each Fiscal Year of the Company, the Company shall cause to be delivered to the Members the following: (i) a copy of the Company's federal income tax return for said Fiscal Year, with the appropriate Schedule K 1 for said Fiscal Year attached thereto, and (ii) a copy of each other foreign, federal, state, or local income, franchise, or similar tax return of the Member for said Fiscal Year, unless extensions of time have been obtained to file said returns, in which case they shall be delivered not later than fifteen (15) days prior to the expiration of the extension period in which to file them. As determined by the majority of the Operating Managers, the Operating Managers shall have the right to file tax return filing extensions as they deem reasonable or necessary for the preparation of the Company's tax return.

Section 12.3 Member Tax Return Information. The Company, at its expense, shall cause to be delivered to each Member such information as shall be necessary (including a statement for that year of each Member's share of net income, net losses and other items of the Company) for the preparation by the Members of their Federal, state and local income and other tax returns.

Section 12.4 Tax Matters Representative.

(a) GRT, LLC, shall act as "**Tax Matters Representative**" of the Company for purposes of Section 6231(a)(7) of the Code and shall have the power to manage and control, on behalf of the Company, any administrative proceeding at the Company level with the Internal Revenue Service relating to the determination of any item of Company income, gain, loss, deduction or credit for federal income tax purposes.

(b) The Tax Matters Representative shall, within five (5) business days of the receipt of any notice from the Internal Revenue Service in any administrative proceeding at the Company level relating to the determination of any Company item of income, gain, loss, deduction or credit, mail a copy of such notice to each Member.

Section 12.5 Right to Make Section 754 Election. The Tax Matters Representative may make, on behalf of the Company, an election in accordance with Section 754 of the Code, so as to adjust the basis of Company property in the case of a distribution of property within the meaning of Section 734 of the Code, and in the case of a transfer of a Company Interest within the meaning of Section 743 of the Code. Each Member shall, upon request of the Tax Matters Representative, supply the information necessary to give effect to such an election.

ARTICLE XIII

LIABILITY, EXCULPATION, INDEMNIFICATION

Section 13.1 Liability.

(a) Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Covered Person shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Covered Person.

(b) Except as otherwise expressly required by law, a Member, in its capacity as Member, shall have no liability in excess of (a) the amount of its Capital Contributions, (b) its share of any assets and undistributed profits of the Company, (c) its obligation to make other payments expressly provided for in this Agreement, and (d) the amount of any distributions wrongfully distributed to it.

Section 13.2 Exculpation.

(a) No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's fraud, gross negligence or willful misconduct.

(b) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, Profits, Losses or Net Operating Cash Flow or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

Section 13.3 Indemnification. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person provided that: (i) any such action was undertaken in good faith on behalf of the Company and in a manner reasonably believed to be in, or not opposed to, the best interests of the Company, (ii) any such action was reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement, and (iii) with respect to any criminal action or proceeding, such Covered Person had no reasonable cause to believe his action or omission was unlawful, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of fraud, gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 13.3 shall be provided out of and to the extent of Company assets only (including the proceeds of any insurance policy obtained pursuant to Section 13.5 hereof), and no Covered Person shall have any personal liability on account thereof.

Section 13.4 Expenses. To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a Covered Person in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in Section 13.3 hereof.

Section 13.5 Insurance. The Company shall purchase and maintain insurance, to the extent and in such amounts as the majority of the Operating Managers shall, in their sole discretion, deem reasonable, on behalf of Covered Persons and such other Persons as a majority of the Operating Managers shall determine, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Company or such indemnities, regardless of whether the Company would have the power to indemnify such Person against such liability under the provisions of this Agreement. The Operating Managers and the Company may enter into indemnity contracts

with Covered Persons and such other Persons as the majority of the Operating Managers shall determine and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under Section 13.4 hereof and containing such other procedures regarding indemnification as are appropriate.

Section 13.6 Certain Liabilities. Each Member agrees to be liable for the Capital Contributions required to be made by such Member, and subject to the other provisions of this Agreement, in the event a Member becomes liable for any liabilities of the Company, the Members shall bear such liability in proportion to their then existing Interests.

Section 13.7 [Reserved].

Section 13.8 Liability of Members to Company. Unless otherwise provided in this Agreement, no Member shall be liable to any the other Member or to the Company by reason of such Member's actions in connection with the Company, except in the event of a violation of any provision of this Agreement, fraud, gross negligence or willful misconduct.

Section 13.9 Attorneys' Fees. All of the indemnities provided in this Agreement shall include reasonable attorneys' fees, including appellate attorneys' fees, and court costs.

Section 13.10 Subordination of Other Rights to Indemnity. The interests of the Members in any proceeds of the Company by way of repayment of loans, return of any Capital Contributions, or any distributions from the Company, shall be subordinated to the right of Member to the indemnities provided by this Article XIII.

Section 13.11 Survival of Indemnity Provisions. Except as otherwise specifically provided herein, all of the indemnity provisions contained in this Agreement shall survive a Member's ceasing to be a Member hereunder.

ARTICLE XIV

DISSOLUTION, LIQUIDATION AND TERMINATION

Section 14.1 No Dissolution. The Company shall not be dissolved by the admission of Additional Members or Substitute Members in accordance with the terms of this Agreement.

Section 14.2 Events Causing Dissolution. The Company shall be dissolved and its affairs shall be wound up upon the occurrence of any of the following events:

(a) The written consent of a majority of the Members;

(b) The entry of a decree of judicial dissolution under of the Act; or

(c) Upon the Bankruptcy or Insolvency of a Member, unless a majority in Interest of the other Members agree in writing within ninety (90) days after such event to continue the business of the Company.

Section 14.3 Notice of Dissolution. Upon the dissolution of the Company the Operating Managers shall promptly notify the Members of such dissolution.

Section 14.4 Liquidation. Upon dissolution of the Company, the Operating Managers (in such capacity, collectively, the "**Liquidating Trustees**") shall carry out the winding up of the Company and shall immediately commence to wind up the Company's affairs; provided, however, that a reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the satisfaction of liabilities to creditors so as to enable the Members to minimize the normal losses attendant upon a liquidation. The proceeds of liquidation shall be distributed in the following order and priority:

(a) First, to payment of all expenses and debts of the Company and setting up of such reserves as a majority of the Liquidating Trustees deem necessary to wind up the Company's affairs and to provide for any contingent liabilities or

obligations of the Company; provided that the unpaid principal of and interest on any loans made to the Company by Members shall be distributed pro rata to the Members who made such loans, in proportion to the total amount of principal and interest payable on such loans, such distributions being treated first as a payment of accrued interest on such loans and next as in payment of principal on such loans;

(b) Second, to the Class A Members to the extent of such Class A Members' Class A Member Unreturned Capital until such Class A Member Unreturned Capital is zero;

(c) Third, pro rata to the Members for any prior accumulated earnings;

(d) Fourth, to the Members in accordance with any positive balances remaining in their Capital Accounts; and

(e) Then, the balance to the Members in accordance with such Members' Percentage Interests.

Section 14.5 Termination. The Company shall terminate when all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for in this Article XIV and the Articles shall have been canceled in the manner required by the Act.

Section 14.6 Claims of the Members or Third Parties. The Members and former Members shall look solely to the Company's assets for the return of their Capital Contributions, and if the assets of the Company remaining after payment of or due provision for all debts, liabilities and obligations of the Company are insufficient to return such Capital Contributions, the Members and former Members shall have no recourse against the Company or any other Member; provided, however, that nothing contained herein shall be deemed to limit the rights of a Member under applicable law. In the event any Member has a deficit balance in its Capital Account at the time of the Company's dissolution, it shall not be required to restore such account to a positive balance or otherwise make any payments to the Company or its creditors or other third parties in respect of such deficiency.

Section 14.7 Distributions In-Kind. If any assets of the Company shall be distributed in kind, such assets shall be distributed to the Member(s) entitled thereto as tenants-in-common in the same proportions as such Member(s) would have been entitled to cash distributions if (i) such assets had been sold for cash by the Company at the fair market value of such property (taking the Gross Asset Value definition herein and Section 7701(g) of the Code into account) on the date of distribution, (ii) any unrealized income, gain, loss and deduction inherent in such property (that has not been reflected in the Capital Accounts previously) that would be realized by the Company from such sale were allocated among the Member(s) as Profits or Losses in accordance with this Agreement, and (iii) the cash proceeds were distributed to the Member(s) in accordance this Article XIV. The Capital Accounts of the Member(s) shall be increased by the amount of any unrealized income or gain inherent in such property or decreased by the amount of any loss or deduction inherent in such property that would be allocable to them and shall be reduced by the fair market value of the assets distributed to them under the preceding sentence.

ARTICLE XV

INVESTMENT REPRESENTATIONS

Section 15.1 Investment Representations.

(a) Investment Purpose. In acquiring an Interest in the Company, each Member represents and warrants to the Company that it is acquiring such Interest for its own account for investment and not with a view to its sale or distribution. Each Member recognizes that investments such as those contemplated by the Member's investment in the Company are speculative and involve substantial risk AND THAT EACH MEMBER MAY LOSE THEIR ENTIRE INVESTMENT. Each Member further represents and warrants that the Members or the Company have not made any guaranty or

representation upon which it has relied concerning the possibility or probability of profit or loss as a result of its acquisition of an Interest in the Company.

(b) Investment Restriction. Each Member recognizes that: (i) the Interests have not been registered under the Securities Act of 1933, as amended, in reliance upon an exemption from such registration; (ii) a Member may not sell, offer for sale, transfer, pledge or hypothecate all or any part of his or her Interest in the Company in the absence of an effective registration statement covering such Interest under the Securities Act unless such sale, offer of sale, transfer, pledge or hypothecation is exempt from registration under the Securities Act of 1933, as amended; (iii) the Members or Company have no obligation to register any Member's Interest for sale, or to assist in establishing an exemption from registration for any proposed sale; and (iv) the restrictions on transfer may severely affect the liquidity of a Member's investment.

(c) Legend. Each Member hereby agrees that the following legend may be placed upon any counterpart of this Agreement, a certificate representing an Interest, or any other document or instrument evidencing ownership of Interests:

"The Interests represented by this document have not been registered under the Securities Act of 1933, as amended, or any state securities laws and may not be resold without such registration or an opinion of counsel that such registration is not required. These Interests are offered in reliance on private placement exemptions from the registration requirements of the Securities Act of 1933, as amended; however, the Commission has not made an independent determination that the Interests offered hereunder are exempt from registration. Furthermore, the Operating Agreement of 145 North Main, LLC, a Colorado limited liability, limits disposition, sale or other transfer of the Interests."

ARTICLE XVI

MISCELLANEOUS

Section 16.1 Notices. All notices provided for in this Agreement shall be in writing, duly signed by the party giving such notice, and shall be delivered, telecopied or mailed by registered or certified mail or by recognized overnight delivery service or courier (*e.g.*, Federal Express), as follows:

(a) if given to the Company, in care of the Operating Managers at the principal place of business of the Company set forth in Section 2.5 hereof; and

(b) if given to any Member, at the address set forth in Schedule A attached hereto, or at such other address as such Member may hereafter designate by written notice to the Company.

All such notices shall be deemed to have been given when received by such party.

Section 16.2 Failure to Pursue Remedies. The failure of any party to seek redress for violation of, or to insist upon the strict performance of, any provision of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

Section 16.3 Cumulative Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Section 16.4 Binding Effect. This Agreement shall be binding upon and inure to the benefit of all of the parties and, to the extent permitted by this Agreement, their successors, legal representatives and assigns.

Section 16.5 Interpretation. Throughout this Agreement, nouns, pronouns and verbs shall be construed as masculine, feminine, neuter, singular or plural, whichever shall be applicable. All references herein to "Articles," "Sections" and "Paragraphs" shall refer to corresponding provisions of this Agreement.

Section 16.6 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one instrument.

Section 16.8 Integration. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

Section 16.8 Governing Law. This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Colorado, and all rights and remedies shall be governed by such laws without regard to principles of conflict of laws. Notwithstanding the foregoing, the Members, Company and Operating Managers intend to and hereby confer jurisdiction to enforce the covenants contained herein upon the courts of any jurisdiction within the geographical scope of such covenants. If the courts of any one or more of such jurisdictions hold such covenants wholly or partially invalid or unenforceable by reason of the breadth of such scope or otherwise, it is the intention of the parties hereto that such determination not bar or in any way affect the Company's right to the relief provided above in the courts of any other jurisdiction within the geographical scope of such covenants, as to breaches of such covenants in such other respective jurisdictions, such covenants as they relate to each jurisdiction being, for this purpose, severable into diverse and independent covenants. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Section 16.9 Dealings in Good Faith; Best Efforts. Except as otherwise expressly set forth herein, each party hereto agrees to act in good faith with respect to the other party in exercising its rights and discharging its obligations under this Agreement. Each party further agrees to use its best efforts to ensure that the purposes of this Agreement are realized and to take all steps as are reasonable in order to implement the operational provisions of this Agreement. Each party agrees to execute, acknowledge, if necessary, deliver and file any document or instrument necessary or advisable to realize the purposes of this Agreement.

Section 16.10 Partition of the Property. Each Member agrees that it shall have no right to partition the Property, or any portion thereof, and each Member agrees that it shall not make application to any court or authority having jurisdiction in the matter to commence or prosecute any action or proceeding for partition of the Property, or any portion thereof. Upon the breach of this Section by any Member, the other Member, in addition to all other rights and remedies in law and equity, shall be entitled to a decree or order dismissing application, action or proceeding.

Section 16.11 Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended or shall be construed, to confer upon or give any person, firm or corporation other than the parties hereto, any rights, remedies, obligations or liabilities under or by reason of this Agreement or result in their being deemed a third-party beneficiary of this Agreement.

Section 16.12 Enforcement. In the event of a breach or threatened breach of this Agreement, the Company or its successors or assigns may, and any party hereto, in addition to other rights and remedies existing in their favor at law or in equity, apply to any court of competent jurisdiction for specific performance and/or injunctive or other relief in order to enforce, or prevent any violations of, the provisions hereof (without posting a bond or other security) or require the breaching party to account for and pay over to the Company all compensation, profits, moneys, accruals, increments or other benefits derived from or received as a result of any transactions constituting a breach of the covenants contained in this Agreement, if and when final judgment of a count of competent jurisdiction is so entered against the breaching party. The rights and remedies of the Company under this Agreement are not exclusive of or limited by any other rights or remedies which they may have, whether at law, in equity, by contract or otherwise, all of which shall be cumulative (and not alternative). Without limiting the generality of the foregoing, the rights and remedies of the Company under this Agreement, and the obligations and liabilities of the breaching party under this Agreement, are in addition to their respective rights, remedies, obligations and liabilities under the law of unfair competition, under laws relating to misappropriation of trade secrets, under other laws and common law requirements and under all applicable rules and regulations.

Section 16.13 Attorneys. At the request of the Company, Alpenglow Law, LLC, has drafted this Agreement. Each of the Members and Operating Managers recognize that their respective interests under such document may now or hereafter be adverse to, or in conflict with, the interests of each other. Each of the Members and Operating Managers acknowledge that they have been advised of their right to retain counsel of their choice and hereby consents to the representation by Alpenglow Law, LLC of the Company in connection with the preparation and execution of such documents, and each Member and Operating Manager agrees that at no time will such representation be construed, claimed, or deemed to be a breach of any fiduciary relationship, a conflict of interest, or a violation of any other obligation of any party.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Operating Agreement effective as of the date first above written.

COMPANY:

145 North Main, LLC,
a Colorado limited liability company

OPERATING MANAGERS:

ERI Management, LLC,
a Colorado limited liability company

DocuSigned by:
By: Tierney DeLude
661E4F161F50499...
Tierney DeLude, Member

RSH Management Minturn, LLC,
a Colorado limited liability company

DocuSigned by:
By: Robert S. Hahn
1BD9F3F003D546D...
Robert S. Hahn, Manager

TLeach Enterprises, Inc.,
a Colorado corporation

DocuSigned by:
By: Ted Leach
C11AB970B787497...
Ted Leach, President

CLASS A MEMBERS:

Aspen Cooper Corporation,
an Illinois corporation

By: DocuSigned by: Tierney DeLude
Tierney DeLude, President

AMD Colorado Holdings, LLC,
a Colorado limited liability company

By: DocuSigned by: Tony Dilucia
Tony Dilucia, Manager

BeerLeague, LLC,
a Colorado limited liability company

By: DocuSigned by: John-Michael Liles
John-Michael Liles, Member

TLeach Enterprises, Inc.,
a Colorado corporation

By: DocuSigned by: Ted Leach
Ted Leach, President

Robert Hahn Enterprises, Inc.
a Colorado corporation

By: DocuSigned by: Robert S. Hahn
Robert S. Hahn, President

DMAZ Associates, LLC,
a Colorado limited liability company

By: DocuSigned by:
David Anders, Manager

By: DocuSigned by: Mark Zampella
Mark Zampella, Manager

ERI Family LLC,
a Colorado limited liability company

By: DocuSigned by: Matthew Dietz
Matthew Dietz, its Manager Member

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CLASS B MEMBERS:

ERI Management, LLC,
a Colorado limited liability company

By: DocuSigned by: Tierney DeLude
Tierney DeLude, Member

RSH Management Minturn, LLC,
a Colorado limited liability company

By: DocuSigned by: Robert S. Hahn
Robert S. Hahn, its Manager

TLeach Enterprises, Inc.,
a Colorado corporation

By: DocuSigned by: Ted Leach
Ted Leach, President

SCHEDULE A

MEMBERS, ASSETS CONTRIBUTED, PERCENTAGE INTERESTS AND CAPITAL ACCOUNTS

Name and Address	Contribution	Percentage Interest
Class A Members:		
Robert Hahn Enterprises, Inc. P.O. Box 2288 Edwards, CO 81632	$680,000 Cash	12%
AMD Colorado Holdings, LLC P.O. Box 597 Aspen, CO 81612	$680,000 Cash	12%
BeerLeague, LLC 2121 N. Frontage Rd W #246 Vail, CO 81657	$340,000 Cash	6%
Aspen Cooper Corporation P.O. Box 344 Minturn, CO 81645	$340,000 Cash	6%
TLeach Enterprises, Inc. P.O. Box 2396 Edwards, CO 81632	$340,000 Cash	6%
DMAZ Associates, LLC 730 East Durant Ave. Ste. 200 Aspen, CO 81611	$340,000 Cash	6%
ERI Family LLC P.O. Box 1543 Edwards, CO 81632	$340,000 Cash	6%
TBD _____ _____	$340,000 Cash	6%
Subtotal	**$3,400,000 Cash**	**60%**

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Name and Address	Contribution	Percentage Interest
Class B Members:		
ERI Management, LLC P.O. Box 334 Minturn, CO 81645	Services	16%
RSH Management Minturn, LLC P.O. Box 2288 Edwards, CO 81632	Services	16%
TLeach Enterprises, Inc. P.O. Box 2396 Edwards, CO 81632	Services	8%
Subtotal		**40%**
TOTAL		100%

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SECOND AMENDMENT
TO
OPERATING AGREEMENT OF 145 NORTH MAIN, LLC

This SECOND AMENDMENT TO OPERATING AGREEMENT OF 145 NORTH MAIN, LLC ("Second Amendment") is made as of the 22nd day of March, 2024, by and among Aspen Cooper Corporation, AMD Colorado Holdings, LLC, BeerLeague, LLC, TLeach Enterprises, Inc., Robert Hahn Enterprises, Inc., DMAZ Associates, LLC, ERI Family LLC, JWD-ERI LLC, Bombardino Enterprises LLC, ERI Management, LLC, and RSH Management Minturn, LLC, being all the Members of 145 North Main, LLC (the "Company").

RECITALS

A. The Company was formed pursuant to the Colorado Limited Liability Company Act, Article 80 of Title 7 of the Colorado Revised Statutes (the "LLC Act"), on November 1, 2023, by the filing of Articles of Organization (the "Articles") in the office of the Colorado Secretary of State. The Company's original Operating Agreement is dated November 1, 2023 (the "Original Operating Agreement). The Original Operating Agreement was amended by that certain First Amendment to Operating Agreement of 145 North Main, LLC, dated December 11, 2023 ("First Amendment"). The Original Operating Agreement, as amended, shall be collectively referred to herein as the "Operating Agreement."

B. Section 5.5 of the Operating Agreement provides that it may be amended by the affirmative vote of a majority of the Members, or in writing and executed by a majority of the Members.

C. The undersigned Members, constituting at least a majority of the Members, desire to amend the Operating Agreement as set forth herein. All capitalized terms not defined in this Second Amendment shall have the same meaning as set forth in the Operating Agreement.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members hereto agree as follows:

1. Schedule A to the Operating Agreement is hereby deleted in its entirety and replaced with Schedule A attached hereto and incorporated herein and in the Operating Agreement by this reference.

IN WITNESS WHEREOF, this Second Amendment to Operating Agreement of 145 North Main, LLC has been executed as of the 22nd day of March, 2024.

CLASS A MEMBERS:

Aspen Cooper Corporation,
an Illinois corporation

By: DocuSigned by: Tierney DeLude
Tierney DeLude, President

AMD Colorado Holdings, LLC,
a Colorado limited liability company

By: DocuSigned by: Tony Dilucia
Tony Dilucia, Manager

BeerLeague, LLC,
a Colorado limited liability company

By: DocuSigned by: John-Michael Liles
John-Michael Liles, Member

TLeach Enterprises, Inc.,
a Colorado corporation

By: DocuSigned by: Ted Leach
Ted Leach, President

Robert Hahn Enterprises, Inc.
a Colorado corporation

By: DocuSigned by: Robert S. Hahn
Robert S. Hahn, President

DMAZ Associates, LLC,
a Colorado limited liability company

By: DocuSigned by:
David Anders, Manager

By: DocuSigned by: Mark Zampella
Mark Zampella, Manager

ERI Family LLC,
a Colorado limited liability company

By: DocuSigned by: Matthew Dietz
Matthew Dietz, its Manager Member

JWD-ERI LLC,
a Colorado limited liability company

By: DocuSigned by: Jane Donovan
Jane W. Donovan, Member

Bombardino Enterprises LLC,
a Colorado limited liability company

By: DocuSigned by: Susan Dorf
DC6A1C4AEF0487D...
Susan Dorf, Member

CLASS B MEMBERS:

ERI Management, LLC,
a Colorado limited liability company

By: DocuSigned by: Tierney DeLude
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Tierney DeLude, Member

RSH Management Minturn, LLC,
a Colorado limited liability company

By: DocuSigned by: Robert S. Hahn
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Robert S. Hahn, its Manager

TLeach Enterprises, Inc.,
a Colorado corporation

By: DocuSigned by: Ted Leach
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Ted Leach, President

DocuSign Envelope ID: 2508CBB4-9D62-41B8-8AD7-98D467C1F965

SCHEDULE A

MEMBERS, ASSETS CONTRIBUTED, PERCENTAGE INTERESTS AND CAPITAL ACCOUNTS

Name and Address	Contribution	Percentage Interest
Class A Members:		
Robert Hahn Enterprises, Inc. P.O. Box 2288 Edwards, CO 81632	$340,000 Cash	6%
AMD Colorado Holdings, LLC P.O. Box 597 Aspen, CO 81612	$680,000 Cash	12%
BeerLeague, LLC 2121 N. Frontage Rd W #246 Vail, CO 81657	$340,000 Cash	6%
Aspen Cooper Corporation P.O. Box 344 Minturn, CO 81645	$340,000 Cash	6%
TLeach Enterprises, Inc. P.O. Box 2396 Edwards, CO 81632	$340,000 Cash	6%
DMAZ Associates, LLC 730 East Durant Ave. Ste. 200 Aspen, CO 81611	$340,000 Cash	6%
ERI Family LLC P.O. Box 1543 Edwards, CO 81632	$340,000 Cash	6%
JWD-ERI LLC P.O. Box 1532 Edwards, CO 81632	$340,000 Cash	6%
Bombardino Enterprises LLC 1664 Matterhorn Circle Vail, CO 81657	$340,000 Cash	6%
Subtotal	**$3,400,000 Cash**	**60%**

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Name and Address	Contribution	Percentage Interest
Class B Members:		
ERI Management, LLC P.O. Box 334 Minturn, CO 81645	Services	16%
RSH Management Minturn, LLC P.O. Box 2288 Edwards, CO 81632	Services	16%
TLeach Enterprises, Inc. P.O. Box 2396 Edwards, CO 81632	Services	8%
Subtotal		**40%**
TOTAL		100%

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UNANIMOUS WRITTEN CONSENT OF MEMBERS AND OPERATING MANAGERS OF 145 NORTH MAIN, LLC

November 15, 2023

The undersigned, being all the members (the "**Members**") and operating managers (the "**Operating Managers**") of 145 North Main, LLC, a Colorado limited liability company (the "**Company**"), acting pursuant to the provisions of the Colorado Limited Liability Company Act and the Company's Operating Agreement, do hereby consent to the adoption of the following resolutions (this "**Consent**"):

NOW, THEREFORE, BE IT RESOLVED, the Members and Operating Managers hereby appoint Tierney DeLude, as Member of ERI Management, LLC, as Operating Manager of the Company, as the Company's authorized representative, of whom may act alone, to:

(a) sign any and all documents (including but not limited to contracts, amendments, settlement statements and any other documents that are customary in a real estate transaction and a real estate closing) necessary or incidental to the Company's purchase of certain real property in Eagle County, Colorado described as Lot C, Eagle River Inn, and known as 145 North Main Street, Minturn, Colorado 81645 (the "**Property**") pursuant to that certain Contract to Buy and Sell Real Estate dated August 19, 2023, as amended, between the Company, as buyer, and Eagle River Inn, LLC, as seller (the "**Contract**"); and

(b) execute any documents on behalf of the Company, including agreements, affidavits, settlement statements, loan documents, and ancillary documents related to a loan from seller to finance the Company's acquisition of the Property (the "**Loan**"), which Loan shall be evidenced by a promissory note and shall be secured by a deed of trust encumbering the Property, and to do any and all other acts necessary to obtain, secure and close the Loan for the Company; and

(c) take such other actions and to sign all agreements and other instruments contemplated by the Contract of every kind and nature upon such terms and conditions as the Company's authorized representative may deem necessary and convenient or as shall be reasonably required for such purchase of the Property on behalf of and in the name of the Company.

IN WITNESS WHEREOF, the undersigned have executed this Consent as of the date first set forth above.

MEMBERS:

Aspen Cooper Corporation,
an Illinois corporation

DocuSigned by:
By: Tierney DeLude
Tierney DeLude, President

AMD Colorado Holdings, LLC,
a Colorado limited liability company

DocuSigned by:
By: Tony Dilucia
Tony Dilucia, Manager

BeerLeague, LLC,
a Colorado limited liability company

By: DocuSigned by: John-Michael Liles
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John-Michael Liles, Member

TLeach Enterprises, Inc.,
a Colorado corporation

By: DocuSigned by: Ted Leach
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Ted Leach, President

Robert Hahn Enterprises, Inc.
a Colorado corporation

By: DocuSigned by: Robert S. Hahn
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Robert S. Hahn, President

DMAZ Associates, LLC,
a Colorado limited liability company

By: DocuSigned by:
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David Anders, Manager

By: DocuSigned by: Mark Zampella
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Mark Zampella, Manager

ERI Family LLC,
a Colorado limited liability company

By: DocuSigned by: Matthew Dietz
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Matthew Dietz, its Manager Member

OPERATING MANAGERS:

ERI Management, LLC,
a Colorado limited liability company

By: DocuSigned by: Tierney DeLude
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Tierney DeLude, Member

RSH Management Minturn, LLC,
a Colorado limited liability company

By: DocuSigned by: Robert S. Hahn
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Robert S. Hahn, Manager

TLeach Enterprises, Inc.,
a Colorado corporation

By: DocuSigned by: Ted Leach
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Ted Leach, President

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145 NORTH MAIN, LLC

WRITTEN ACTION
IN LIEU OF MEETING OF THE MEMBERS AND OPERATING MANAGERS

The undersigned, being all the Members and Operating Managers of 145 North Main, LLC, a Colorado limited liability company (the "Company"), hereby approves and adopts the following resolutions pursuant to the Colorado Limited Liability Company Act:

Approval of Membership Interest Purchase Agreement

WHEREAS, the Company desires to purchase 145 North Main Street, Minturn, Colorado 81645 (the "Transaction") from Eagle River Inn LLC ("Seller"), pursuant to the Contract to Buy and Sell Real Estate (Commercial) dated August 19, 2023, as amended (the "Purchase Contract");

WHEREAS, the Members have been presented with the Purchase Contract and after considering the Transaction have determined that it is in the best interests of the Company to approve and consent to the Transaction.

NOW, THEREFORE, BE IT RESOLVED, that the Members hereby waive any notice, voting, or other requirements or formalities necessary for approval of the Transaction that may be required under applicable statute, the Operating Agreement or Articles of Organization of the Company, and hereby approve and consent to the Transaction and approve and adopt the Purchase Contract.

FURTHER RESOLVED, that any one of the undersigned Operating Managers of the Company be, and each hereby are, authorized and directed, for and on behalf of the Company, to take or cause to be taken any and all actions, including, without limitation, the execution, acknowledgment, filing, amendment and delivery of any and all papers, agreements, documents, instruments and certificates, as the Operating Manager may deem necessary or advisable to carry out and perform the obligations of the Company in connection with the Transaction approved hereby, and otherwise carry out the purposes and intent of the foregoing resolutions; the performance of any such acts and the execution, acknowledgment, filing and delivery by such officers of any such papers, agreements, documents, instruments and certificates shall conclusively evidence their authority therefore.

Approval of New Loan

WHEREAS, the Members have determined that the Company requires a loan to pay part of the cost of completing the Transaction;

WHEREAS, Seller (the "**Lender**") has agreed to provide a loan (the "**Loan**") to the Company in an original principal amount of Three Million Two Hundred Thousand and No/100ths Dollars ($3,200,000.00), with interest due thereon. The interest rate applicable for the

36-month term of the Loan is 6.5%. The collateral for the Loan is the property located at 145 North Main Street, Minturn, Colorado 81645 (the "Property"); and

WHEREAS, pursuant to Section 3.2 of the Operating Agreement, as defined below, the Company has full power to obtain the Loan and the Company in order to repay the Loan has the full power to grant security interests in any and all property of the Company.

NOW, THEREFORE, BE IT RESOLVED, that the Company is hereby authorized by and through any one of its Operating Managers to borrow the Loan amount from Lender for purposes of purchasing the Property and to grant security interests in the Property.

FURTHER RESOLVED, that any one of the Operating Managers of the Company be, and each hereby are, authorized and directed, for and on behalf of the Company, to execute and deliver a Promissory Note, Deed of Trust, and all other required loan documents (the "**Loan Documents**"), evidencing, securing or related to the Loan, and any amendments, modifications, supplements or addenda thereto.

Approval of Operating Agreement

FURTHER RESOLVED, that the Operating Agreement for the Company (the "Operating Agreement"), attached hereto as Exhibit A, be, and the same hereby is, approved and accepted in all respects, and that a copy of the executed Operating Agreement of the Company be placed in the minute book of the Company as part of the permanent records of the Company.

Ratification and Authorization of Company Activities

FURTHER RESOLVED, that any one of the Operating Managers of the Company be, and each hereby are, authorized, directed and empowered to execute and deliver for and on behalf of the Company any and all other documents they deem necessary or advisable to consummate the foregoing actions.

FURTHER RESOLVED, that any one of the Operating Managers of the Company be, and each hereby are, authorized, directed and empowered to take such other action as may be necessary or advisable to carry out the purposes and intent, but within the limitations, of the foregoing actions.

FURTHER RESOLVED, that all actions taken, all things done and all expenditures made by the Operating Managers of the Company, acting for and on behalf of the Company through the date hereof, are hereby ratified, approved and confirmed in all respects.

IN WITNESS WHEREOF, the Members hereunto subscribed its name to be effective as of the 15th day of November, 2023.

MEMBERS:

Aspen Cooper Corporation,
an Illinois corporation

By: DocuSigned by: Tierney DeLude
Tierney DeLude, President

AMD Colorado Holdings, LLC,
a Colorado limited liability company

By: DocuSigned by: Tony Dilucia
Tony Dilucia, Manager

BeerLeague, LLC,
a Colorado limited liability company

By: DocuSigned by: John-Michael Liles
John-Michael Liles, Member

TLeach Enterprises, Inc.,
a Colorado corporation

By: DocuSigned by: Ted Leach
Ted Leach, President

Robert Hahn Enterprises, Inc.
a Colorado corporation

By: DocuSigned by: Robert S. Hahn
Robert S. Hahn, President

DMAZ Associates, LLC,
a Colorado limited liability company

By: DocuSigned by:
David Anders, Manager

By: DocuSigned by: Mark Zampella
Mark Zampella, Manager

ERI Family LLC,

DocuSign Envelope ID: 54A92E9C-2D51-444E-80B3-BA4D4D23399B

a Colorado limited liability company

By: DocuSigned by: Matthew Dietz
E2D2894B4CE44B3...
Matthew Dietz, its Manager Member

OPERATING MANAGERS:

ERI Management, LLC,
a Colorado limited liability company

By: DocuSigned by: Tierney DeLude
661E4E161F50499
Tierney DeLude, Member

RSH Management Minturn, LLC,
a Colorado limited liability company

By: DocuSigned by: Robert S. Hahn
1BD9F3F003D546D...
Robert S. Hahn, Manager

TLeach Enterprises, Inc.,
a Colorado corporation

By: DocuSigned by: Ted Leach
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Ted Leach, President

DocuSign Envelope ID: 54A92E9C-2D51-444E-80B3-BA4D4D23399B

EXHIBIT A

OPERATING AGREEMENT

(ATTACHED)

DocuSign Envelope ID: 4E30EA22-69FB-4252-8A88-2A2C9D3C62C5

FIRST AMENDMENT
TO
OPERATING AGREEMENT OF 145 NORTH MAIN, LLC

This FIRST AMENDMENT TO OPERATING AGREEMENT OF 145 NORTH MAIN, LLC ("First Amendment") is made as of the 11th day of December, 2023, by and among Aspen Cooper Corporation, AMD Colorado Holdings, LLC, BeerLeague, LLC, TLeach Enterprises, Inc., Robert Hahn Enterprises, Inc., DMAZ Associates, LLC, ERI Family LLC, JWD-ERI LLC, ERI Management, LLC, and RSH Management Minturn, LLC, being all the Members of 145 North Main, LLC (the "Company").

RECITALS

A. The Company was formed pursuant to the Colorado Limited Liability Company Act, Article 80 of Title 7 of the Colorado Revised Statutes (the "LLC Act"), on November 1, 2023, by the filing of Articles of Organization (the "Articles") in the office of the Colorado Secretary of State. The Company's original Operating Agreement is dated November 1, 2023 (the "Original Operating Agreement). The Original Operating Agreement as amended shall be collectively referred to herein as the "Operating Agreement."

B. Section 5.5 of the Operating Agreement provides that it may be amended by the affirmative vote of a majority of the Members, or in writing and executed by a majority of the Members.

C. The undersigned Members, constituting at least a majority of the Members, desire to amend the Operating Agreement as set forth herein. All capitalized terms not defined in this First Amendment shall have the same meaning as set forth in the Operating Agreement.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members hereto agree as follows:

1. Section 6.7(a) is hereby deleted in its entirety and replaced with the following: "ERI Management, LLC - $72,800 per each twelve month period."

2. Section 12.4(a) is hereby deleted in its entirety and replaced with the following: "ERI Management, LLC, shall act as "**Tax Matters Representative**" of the Company for purposes of Section 6231(a)(7) of the Code and shall have the power to manage and control, on behalf of the Company, any administrative proceeding at the Company level with the Internal Revenue Service relating to the determination of any item of Company income, gain, loss, deduction or credit for federal income tax purposes."

3. Schedule A to the Operating Agreement is hereby deleted in its entirety and replaced with Schedule A attached hereto and incorporated herein and in the Operating Agreement by this reference.

DocuSign Envelope ID: 4E30EA22-69FB-4252-8A88-2A2C9D3C62C5

IN WITNESS WHEREOF, this First Amendment to Operating Agreement of 145 North Main, LLC has been executed as of the 11th day of December, 2023.

CLASS A MEMBERS:

Aspen Cooper Corporation,
an Illinois corporation

DocuSigned by:
By: Tierney DeLude
Tierney DeLude, President

AMD Colorado Holdings, LLC,
a Colorado limited liability company

DocuSigned by:
By: Tony Dilucia
Tony Dilucia, Manager

BeerLeague, LLC,
a Colorado limited liability company

DocuSigned by:
By: John-Michael Liles
John-Michael Liles, Member

TLeach Enterprises, Inc.,
a Colorado corporation

DocuSigned by:
By: Ted Leach
Ted Leach, President

Robert Hahn Enterprises, Inc.
a Colorado corporation

DocuSigned by:
By: Robert S. Hahn
Robert S. Hahn, President

DMAZ Associates, LLC,
a Colorado limited liability company

DocuSigned by:
By:
David Anders, Manager

DocuSigned by:
By: Mark Zampella
Mark Zampella, Manager

ERI Family LLC,
a Colorado limited liability company

DocuSigned by:
By: Matthew Dietz

DocuSign Envelope ID: 4E30EA22-69FB-4252-8A88-2A2C9D3C62C5

Matthew Dietz, its Manager Member

JWD-ERI LLC,
a Colorado limited liability company

By: DocuSigned by: Jane W. Donovan
Jane W. Donovan, Member

CLASS B MEMBERS:

ERI Management, LLC,
a Colorado limited liability company

By: DocuSigned by: Tierney DeLude
Tierney DeLude, Member

RSH Management Minturn, LLC,
a Colorado limited liability company

By: DocuSigned by: Robert S. Hahn
Robert S. Hahn, its Manager

TLeach Enterprises, Inc.,
a Colorado corporation

By: DocuSigned by: Ted Leach
Ted Leach, President

DocuSign Envelope ID: 4E30EA22-69FB-4252-8A88-2A2C9D3C62C5

SCHEDULE A

MEMBERS, ASSETS CONTRIBUTED, PERCENTAGE INTERESTS AND CAPITAL ACCOUNTS

Name and Address	Contribution	Percentage Interest
Class A Members:		
Robert Hahn Enterprises, Inc. P.O. Box 2288 Edwards, CO 81632	$680,000 Cash	12%
AMD Colorado Holdings, LLC P.O. Box 597 Aspen, CO 81612	$680,000 Cash	12%
BeerLeague, LLC 2121 N. Frontage Rd W #246 Vail, CO 81657	$340,000 Cash	6%
Aspen Cooper Corporation P.O. Box 344 Minturn, CO 81645	$340,000 Cash	6%
TLeach Enterprises, Inc. P.O. Box 2396 Edwards, CO 81632	$340,000 Cash	6%
DMAZ Associates, LLC 730 East Durant Ave. Ste. 200 Aspen, CO 81611	$340,000 Cash	6%
ERI Family LLC P.O. Box 1543 Edwards, CO 81632	$340,000 Cash	6%
JWD-ERI LLC P.O. Box 1532 Edwards, CO 81632	$340,000 Cash	6%
Subtotal	**$3,400,000 Cash**	**60%**

DocuSign Envelope ID: 4E30EA22-69FB-4252-8A88-2A2C9D3C62C5

Name and Address	Contribution	Percentage Interest
Class B Members:		
ERI Management, LLC P.O. Box 334 Minturn, CO 81645	Services	16%
RSH Management Minturn, LLC P.O. Box 2288 Edwards, CO 81632	Services	16%
TLeach Enterprises, Inc. P.O. Box 2396 Edwards, CO 81632	Services	8%
Subtotal		**40%**
TOTAL		100%

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145 NORTH MAIN, LLC
WRITTEN ACTION
IN LIEU OF MEETING OF THE MEMBERS AND OPERATING MANAGERS

The undersigned, being all the Members and Operating Managers of 145 North Main, LLC, a Colorado limited liability company (the "Company"), hereby approves and adopts the following resolutions pursuant to the Colorado Limited Liability Company Act:

Approval of New Member

RESOLVED, that upon the receipt of Three Hundred Forty Thousand and No/100ths Dollars ($340,000.00) from JWD-ERI LLC, JWD-ERI LLC shall be permitted to join the Company as a new Member in accordance with the terms of the Operating Agreement, as defined below. Such consideration is an agreed upon amount among the Members of the Company and shall not be relied on in the future to calculate the value of the Company's assets or the membership interest of a Member.

Approval of First Amendment to Operating Agreement

RESOLVED, that the First Amendment to Operating Agreement for the Company (the "First Amendment"), attached hereto as Exhibit A, be, and the same hereby is, approved and accepted in all respects, and that a copy of the executed First Amendment be placed in the minute book of the Company as part of the permanent records of the Company.

Ratification and Authorization of Company Activities

RESOLVED, that all actions taken, all things done and all expenditures made by the Members and Operating Managers of the Company, acting for and on behalf of the Company through the date hereof, are hereby ratified, approved and confirmed in all respects.

IN WITNESS WHEREOF, the Members and Operating Managers hereunto subscribed their name to be effective as of the 11th day of December, 2023.

CLASS A MEMBERS:

Aspen Cooper Corporation,
an Illinois corporation

By: DocuSigned by: Tierney DeLude
601E4F1041F50499...
Tierney DeLude, President

AMD Colorado Holdings, LLC,
a Colorado limited liability company

By: DocuSigned by: Tony Dilucia
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Tony Dilucia, Manager

DocuSign Envelope ID: 4E30EA22-69FB-4252-8A88-2A2C9D3C62C5

BeerLeague, LLC,
a Colorado limited liability company

By: DocuSigned by: John-Michael Liles
1143DCF0881F418...
John-Michael Liles, Member

TLeach Enterprises, Inc.,
a Colorado corporation

By: DocuSigned by: Ted Leach
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Ted Leach, President

Robert Hahn Enterprises, Inc.
a Colorado corporation

By: DocuSigned by: Robert S. Hahn
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Robert S. Hahn, President

DMAZ Associates, LLC,
a Colorado limited liability company

By: DocuSigned by:
9G07BB2E06AB471...
David Anders, Manager

By: DocuSigned by: Mark Zampella
99FB830C0000406...
Mark Zampella, Manager

ERI Family LLC,
a Colorado limited liability company

By: DocuSigned by: Matthew Dietz
E3D2804B4CE4483...
Matthew Dietz, its Manager Member

JWD-ERI LLC,
a Colorado limited liability company

By: DocuSigned by: Jane W. Donovan
05084B9EA8D04AE...
Jane W. Donovan, Member

CLASS B MEMBERS:

ERI Management, LLC,
a Colorado limited liability company

By: DocuSigned by: Tierney DeLude
Tierney DeLude, Member

RSH Management Minturn, LLC,
a Colorado limited liability company

By: DocuSigned by: Robert S. Hahn
Robert S. Hahn, its Manager

TLeach Enterprises, Inc.,
a Colorado corporation

By: DocuSigned by: Ted Leach
Ted Leach, President

OPERATING MANAGERS:

ERI Management, LLC,
a Colorado limited liability company

By: DocuSigned by: Tierney DeLude
Tierney DeLude, Member

RSH Management Minturn, LLC,
a Colorado limited liability company

By: DocuSigned by: Robert S. Hahn
Robert S. Hahn, Manager

TLeach Enterprises, Inc.,
a Colorado corporation

By: DocuSigned by: Ted Leach
Ted Leach, President

DocuSign Envelope ID: 4E30EA22-69FB-4252-8A88-2A2C9D3C62C5

EXHIBIT A

FIRST AMENDMENT TO OPERATING AGREEMENT

(ATTACHED)

Colorado
Secretary of State

Colorado Secretary of State
ID#: 20238163842
Document #: 202381
Filed on: 11/01/2023 03:50:14 PM
Paid: $50.00

Section 11, ItemA.

Articles of Organization for a Limited Liability Company

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

The domestic entity name of the limited liability company is 145 North Main, LLC

The principal office street address is 145 North Main Street
Minturn CO 81645
US

The principal office mailing address is 301 Boulder Street #334
Minturn CO 81645
US

The name of the registered agent is Dan Reynolds

The registered agent's street address is c/o Alpenglow Law, LLC
210 Edwards Village Blvd A105
Edwards CO 81632
US

The registered agent's mailing address is c/o Alpenglow Law, LLC
P.O. Box 2340
Edwards CO 81632
US

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

The management of the limited liability company is vested in Managers

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

Person(s) forming the limited liability company

Rob Hahn
P.O. Box 2288
Edwards CO 81632
US

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

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

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

Dan Reynolds
c/o Alpenglow Law, LLC
P.O. Box 2340
Edwards CO 81632
US

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

145 North Main, LLC

is a

Limited Liability Company

formed or registered on 11/01/2023 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20238163842 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/15/2024 that have been posted, and by documents delivered to this office electronically through 04/17/2024 @ 13:42:59 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/17/2024 @ 13:42:59 in accordance with applicable law. This certificate is assigned Confirmation Number 15952371 .

Secretary of State of the State of Colorado

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

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

Karp.Neu.Hanlon PC
ATTORNEYS AT LAW
www.mountainlawfirm.com

Glenwood Springs – Main Office
201 14th Street, Suite 200
P. O. Drawer 2030
Glenwood Springs, CO 81602

Aspen
0133 Prospector Rd.
Suite 4102J
Aspen, CO 81611

Montrose
1544 Oxbow Drive
Suite 224
Montrose, CO 81402

Office: 970.945.2261
Fax: 970.945.7336
Direct Mail to Glenwood Springs

DATE: May 10, 2024

TO: Planning & Zoning Commission

FROM: Karp Neu Hanlon, P.C.

RE: Battle Mountain request to form metropolitan districts

At the April 17th Council meeting, a discussion occurred about Resolution No. 16 approving a service plan for metropolitan districts for the Battle Mountain development. At that meeting, Battle Mountain presented a supplemental memorandum discussing various financial points which had been raised as issues by Town consultant Jim Mann. Council requested that Jim formally respond to the Battle Mountain supplemental memo. Jim and the Town attorney have been working on a response. Unfortunately, due to a health issue encountered by the Town attorney, this has not been completed. Therefore, staff requests that the consideration of Resolution No. 16 be continued to the June 5 Council meeting.

Town of Minturn
P.O. Box 309 | 302 Pine Street
Minturn, CO 81645
970-827-5645
www.minturn.org

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

April 29, 2024
UPDATE:

Staff continues to work on this matter, and will be requesting a continuation of this agenda item to a future meeting date.

April 26, 2024

ORIGINAL NOTICE (Included in the meeting packet distribution from 4/26/24):

Consultant James Mann will be providing a memorandum in response to the Battle North Service Plan, by Monday April 29th, for inclusion in the May 1st council meeting packet.

Karp.Neu.Hanlon PC
ATTORNEYS AT LAW
www.mountainlawfirm.com

Glenwood Springs – Main Office
201 14th Street, Suite 200
P. O. Drawer 2030
Glenwood Springs, CO 81602

Aspen
0133 Prospector Rd.
Suite 4102J
Aspen, CO 81611

Montrose
1544 Oxbow Drive
Suite 224
Montrose, CO 81402

Office: 970.945.2261
Fax: 970.945.7336
Direct Mail to Glenwood Springs

DATE: April 12, 2024

TO: Planning & Zoning Commission

FROM: Karp Neu Hanlon, P.C.

RE: Battle Mountain request to form metropolitan districts

As the council is aware, part of the Battle Mountain settlement agreement contemplates that the council will review a request for the formation of metropolitan districts as part of the proposed Bolts Lake development. Battle Mountain has submitted a draft service plan for the council's consideration. The service plan contemplates the formation of four metropolitan districts in order to primarily finance public improvements but also to operate and maintain certain improvements specific to the subdivision.

Late last year, we presented on metropolitan district topics including the potential adoption of a code section governing the formation of metropolitan districts. We can bring that ordinance back to council for further consideration. However, having the ordinance in place is not required to approve the Battle Mountain metropolitan districts. A request to allow metropolitan districts to be created within a municipal jurisdiction is at the discretion of the council. Therefore, any items that the Town would otherwise require if an ordinance were adopted can be imposed as part of the current approval process. The proposed service plan and intergovernmental agreement uses the form adopted by the town of Silt which was presented to council at the earlier meeting. Therefore, many of the items identified by council as provisions that should be incorporated into an ordinance are included in the proposed Service plan.

Battle Mountain proposes the formation of four metropolitan districts to finance public improvements and to maintain certain limited improvements. Four districts are proposed so that various partitions of the development can pay different amounts toward the financed debt and have potentially additional services provided by a specific district. One district will be the finance district that issues the debt. The other three districts will have agreements with the finance district to impose taxes and repay the debt. One district will be formed specifically to include land that is to be developed for affordable housing so that a lower mill levy can be applied to those parcels.

Under Section V of the service plan, the powers of the district are enumerated. As you will see, the districts will have the authority to finance as well as maintain certain private streets, limited water infrastructure, storm and sanitary sewer service, and parks, recreation and open space improvements. The service plan specifically precludes the districts from operating and maintaining

the potable water treatment system and the raw water diversion facilities that provide water to it. Instead, those facilities will be owned, operated, and maintained by Eagle River Water and Sanitation District (ERWSD) pursuant to the Reservoir Agreement between Battle Mountain and ERWSD.

Financially, the service plan imposes various limits on how the districts can issue debt and provide for repayment. In section V.B.7, the district is limited to issuing debt in the amount of $62,000,000. Section VI B. imposes caps on the interest rates that can be incurred on district debt. Prior to the issuance of debt, the metropolitan district must obtain a certificate from a municipal finance advisor stating that the proposed debt issuance is reasonable in light of current market conditions. Section VI.C limits the mill levies that can be imposed on properties. For metropolitan district Nos. 1 - 3, a maximum of 50 mills can be imposed. For metropolitan district No. 4, the affordable housing metropolitan district, the maximum mill levy is limited to 35 mills. As a further protection against excessive debt, the service plan limits debt repayment to 30 years. The combination of a maximum indebtedness, mill levy cap, and term of debt combine to provide guardrails on debt issuance and repayment to protect future land owners. At the public hearing, Battle Mountain will present to the council hypothetical taxation burdens on various types of property within the development.

It is worth noting that the town made comments to Battle Mountain about limiting the interest rate that can be charged on developer debt. Developer debt is issued by the developer but repaid by the metropolitan district. Under state statute, developer debt can be no more than 400 basis points (4%) above what general obligation government debt would be. We had attempted to limit developer debt to 200 basis points above GO debt. Battle Mountain's special district attorney noted to us that the developer debt interest rate question was extensively deliberated by the state legislature a few years ago. The 400 basis points above GO debt has now become the industry standard. As such, the draft service plan reflects what the state statute allows.

Exhibit B to the service plan constitutes a description of the public improvements anticipated to be financed by the metropolitan districts. You will note that these improvements are broken out in different categories. Of particular note, specific amounts have been budgeted for the potable water treatment plant, road improvements including to Maloit Park Road and Hwy. 24, and various trails. At the public hearing, Battle Mountain will provide more detail on the scope and location of the public improvements to be financed. Town staff would note that it believes that certain of the cost estimates for public infrastructure are low. What that means is that if there are cost overruns in certain categories of improvements, the districts would not be able to finance the construction of other improvements listed. That is due to the fact of the debt cap of $62 million. As such, any improvements that could not be financed by the districts would need to be financed by the developer.

Protections of the Town in the service plan include statements that district debt shall not be considered debt of the Town of Minturn. The metropolitan districts are further restricted from applying for grants from entities such as Great Outdoors Colorado that would be in competition with the Town. The Service plan provides that Parks and Recreation facilities financed by the district will be open to the public as a whole. The districts shall not have the power of eminent domain absent a

separate approval from Town Council. Any material amendments to the service plan require that the districts come to the Town for a future approval. In addition to the service plan, the districts will enter into an intergovernmental agreement with the Town of Minturn that will grant the Town the ability to seek specific performance from a court in the event that the districts act outside of the service plan limitations. Under such circumstances, the Town would be awarded its attorney's fees against the districts.

At the meeting last December when we discussed metropolitan districts a few questions were asked. First, whether the governing body for a metropolitan district can exclude second home residents from being on the board. The answer is that under state statute an eligible elector for a metropolitan district includes second homeowners who can serve on boards. Second, what happens in the event of a bankruptcy of one or more of the districts. The service plan includes language specifically noting that district debt shall not be considered municipal debt. In the event of a bankruptcy, a trustee would likely be appointed who would continue to collect tax revenue consistent with the service plan and to repay bondholders to the greatest degree possible. Third, whether the districts can enforce homeowners association covenants or architectural guidelines. The service plan contains specific language that the districts do not have the authority to enforce private covenants or Town zoning.

In addition to the Town staff presentation, Battle Mountain will also be making a substantive presentation about the draft service plan. Further, Town municipal finance advisor Jim Mann directed a number of comments to Battle Mountain primarily related to the content of Exhibits B and C. On Monday, Battle Mountain will be providing a responsive memo to Jim's comments. We will supplement the packet with this memo.

The council has the flexibility to take two meetings to make a decision on the service plan. Therefore, if council continues to have questions or requests further information related to the metropolitan district requests, this matter can be continued to May 1 for additional consideration.

TOWN OF MINTURN

RESOLUTION NO. 16 - SERIES 2024

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO APPROVING THE CONSOLIDATED SERVICE PLAN FOR BATTLE NORTH METROPOLITAN DISTRICT NOS. 1-4

WHEREAS, § 32-1-204.5, C.R.S., provides that no special district shall be organized if its boundaries are wholly contained within the boundaries of a municipality, except upon adoption of a resolution of approval by the governing body of such municipality; and

WHEREAS, a Consolidated Service Plan for Battle North Metropolitan District Nos. 1-4 (the "**Districts**"), dated April 17, 2024 (the "**Service Plan**"), has been submitted to the Town Council (the "**Council**") of the Town of Minturn, Colorado (the "**Town**") in accordance with § 32-1-204.5, C.R.S.; and

WHEREAS, the property within the boundaries of the proposed Districts is located wholly within the boundaries of the Town; and

WHEREAS, on April 17, 2024, the Town Council conducted a public hearing on the Service Plan.

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

1. The Town Council has jurisdiction to hear this matter.

2. The Service Plan contains the information required by § 32-1-202(2), C.R.S.

3. Evidence satisfactory to the Town Council of each of the following was presented, and the Town Council hereby finds that:

   a. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed Districts;

   b. The existing service in the area to be served by the proposed Districts is inadequate for present and projected needs;

   c. The proposed Districts are capable of providing economical and sufficient service to the area within their proposed boundaries; and

   d. The area to be included within the proposed Districts has and will have the financial ability to discharge the proposed indebtedness on a reasonable basis.

4. The Service Plan for the proposed Districts is hereby approved.

RESOLVED, ADOPTED AND APPROVED THIS 17TH DAY OF APRIL, 2024 BY THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO.

TOWN OF MINTURN,
a home rule municipal corporation

By: _____
Earle Bidez, Mayor

ATTEST:

By: _____
Jay Brunvand, Clerk

CONSOLIDATED SERVICE PLAN

BATTLE NORTH METROPOLITAN DISTRICT NOS. 1-4

TOWN OF MINTURN, COLORADO

Prepared by:

WHITE BEAR ANKELE TANAKA & WALDRON
ATTORNEYS AT LAW

2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122
(303) 858-1800

Approved: _____

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LIST OF EXHIBITS

EXHIBIT A	Legal Descriptions and Boundary Maps A-1 Initial District Boundary Map and Legal Descriptions A-2 Inclusion Area Boundary Map and Legal Description
EXHIBIT B	Capital Cost Description and Estimate
EXHIBIT C	Financial Plan
EXHIBIT D	Town Resolution of Approval (Certified Resolution to be inserted)
EXHIBIT E	Town/District Intergovernmental Agreement

I. INTRODUCTION

A. Purpose and Intent.

The Districts are independent units of local government, separate and distinct from the Town of Minturn and, except as may otherwise be provided for by state or local law or this Service Plan, their activities are subject to review by the Town if they deviate in a material way from the requirements of this Service Plan. It is intended that the Districts will provide a part or all of the various Public Improvements necessary and appropriate for the development of the Project within the Town. The Public Improvements will be constructed for the use and benefit of all anticipated inhabitants and taxpayers of the Districts and the general public, subject to such policies, rules and regulations as may be permitted under applicable law. The primary purpose of the Districts will be to finance the construction of these Public Improvements and to provide ongoing operations and maintenance as specifically set forth in this Service Plan.

B. Need for the Districts.

There are currently no other governmental entities, including the Town, located in the immediate vicinity of the Districts that have the means or desire to undertake the planning, design, acquisition, construction, installation, relocation, and financing of the Public Improvements needed for the Project. Formation of the Districts is necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the Town Regarding Districts' Service Plan.

The Town's objective in approving the Service Plan for the Districts is to authorize the Districts, in accordance with this Service Plan and the Intergovernmental Agreement, to provide for the financing, planning, design, acquisition, construction, installation and relocation of the Public Improvements from the proceeds of Debt to be issued by the Districts, and for maintenance of certain Public Improvements. All Debt is expected to be repaid by taxes imposed and collected at a tax mill levy no higher than the Maximum Debt Mill Levy and from other legally available revenues. Debt, which is issued within these parameters and as further described in the Financial Plan, will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt. Under no circumstances is the Town agreeing or undertaking to be financially responsible for the Debt or the construction of Public Improvements.

The Districts shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Term, together with other legally available revenues.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Affordable Housing Units: means those certain residential units within the Project subject to certain restrictions related to the provision of affordable housing as required by the Town Code.

Approved Development Plan: means a recorded plat, PUD, subdivision improvement agreement, or other development agreement between the Developer and the Town.

Board: means the Board of Directors of each District.

Bond, Bonds or Debt: means bonds, notes or other multiple-fiscal year financial obligations for the payment of which a District has promised to impose an *ad valorem* tax or has pledged Fees or other revenue source(s), not subject to annual appropriation.

C.R.S.: means the Colorado Revised Statutes.

Developer: means a person or entity that is the owner or a contract purchaser of the property in the Service Area that intends to develop the property.

Developer Debt: means any Debt that is issued by a District to a member of the Board of the District or to an entity with respect to which a member of the Board of the District must make disclosure under § 24-18-109, C.R.S. Developer Debt shall be in conformance with the limitations as set forth in § 32-1-1101(7), C.R.S.

District: means any one of the Battle North Metropolitan District Nos. 1-4, governed by this Service Plan.

District Boundaries: means the boundaries of the area legally described and depicted in Exhibit A-1 attached hereto and incorporated by reference, and any additional area included within any of the Districts after organization.

District Boundary Map: means the map of the initial District Boundaries in Exhibit A-1, attached hereto and incorporated herein by reference, as amended by the inclusion or exclusion of any property to or from the District Boundaries.

End User: means any owner, or tenant of any owner, of any property within a District, who may thereby become eligible to serve on the Board of Directors of a District.

External Municipal Advisor: means a Municipal Advisor that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) is not an officer or employee of the District; (iii) does not have any financial relationship with the Developer beyond providing the External Municipal Advisor Certificate; and (iv) has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

External Municipal Advisor Certificate: means a statement of a registered External Municipal Advisor as to any Developer Debt instrument certifying that the interest rate of such Developer Debt does not exceed the rate as set forth in § 32-1-1101(7), C.R.S., as may be amended from time to time.

Fees: means any fee imposed by a District for services, programs or facilities provided by the Districts. In accordance with law, the amount of any Fee shall be reasonably related to the cost of providing the services for which such Fee is imposed.

Financial Plan: means the Financial Plan found in Section VI and Exhibit C of this Service Plan, which describes the following, based on current estimates which will change based on market conditions and subject to the limitations and requirements of this Service Plan: (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) repayment of Debt derived from property tax revenues. Any change to the Financial Plan, within the limitations of this Service Plan, shall not constitute a material modification of this Service Plan.

Inclusion Area Boundaries: means the boundaries of the property that is anticipated to be added to the District Boundaries after the Districts' organization, which property is legally described in and depicted on the map attached hereto in Exhibit A-2 and incorporated herein by reference.

Maximum Debt Authorization: means the total Debt the Districts are permitted to issue as set forth in Section V.B.7 below.

Maximum Debt Mill Levy: means the maximum mill levy each District is permitted to impose for payment of Debt as set forth in Section VI.C below.

Maximum Debt Mill Levy Term: means the maximum term of any Bond issuance as set forth in Section VI.C below.

Municipal Advisor: means any person (who is not a municipal entity or an employee of a municipal entity) that provides advice to or on behalf of a municipal entity with respect to municipal financial products or the issuance of municipal securities, or that undertakes a solicitation of a municipal entity. Said person shall be registered under Section 15B of the Securities Exchange Act of 1934, as amended from time to time.

Project: means the development of the property commonly referred to as Battle North and as shown on the initial District Boundary Map and the depiction of the Inclusion Area.

Public Improvements: means those improvements permitted under the Special District Act and which are specifically authorized by this Service Plan, as set forth in Section V of this Service Plan and generally described in Exhibit B, subject to any limitations established in this Service Plan and limitations or requirements set forth in Approved Development Plans addressing public infrastructure required for the Project .

Reservoir Agreement: means that certain Agreement Pertaining to Acquisition for Bolts Lake Reservoir by and among ERWSD and Battle North, dated as of February 9, 2021.
Service Area: means the property located within the District Boundaries and the property in the Inclusion Area, when added in whole or in part, to a District as shown on the District Boundary Map.

Service Plan: means this service plan for the Districts as approved by the Town Council.

Service Plan Amendment: means a material modification to the Service Plan approved by the Town Council in accordance with Section 32-1-207(2), C.R.S.

Special District Act or Act: means Sections 32-1-101, *et seq*., of the Colorado Revised Statutes, as amended.

State: means the State of Colorado.

TABOR: means Article X, Section 20 of the Colorado Constitution.

Taxable Property: means the real and personal property within the District Boundaries that will be subject to the ad valorem property taxes imposed by the District.

Town: means the Town of Minturn, Colorado.

Town Code: means the Town's Home Rule Charter, Municipal Code, and ordinances, as amended.

Town Council: means the Town Council the Town of Minturn, Colorado.

III. BOUNDARIES

The legal descriptions and diagrams of the property located within the initial District Boundaries are attached hereto as Exhibit A-1 and the legal description and diagram of the property located within the Inclusion Area Boundaries is attached hereto as Exhibit A-2.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Project area consists of approximately three hundred and four (304) acres of land. As shall be more particularly described in an Approved Development Plan, the Project is anticipated to be developed with a mix of residential and commercial uses. In total, approximately two hundred and twenty-five (225) to two hundred and fifty (250) residential units and fifty thousand (50,000) square feet of commercial would be allowed, as well as a destination spa facility. The current assessed valuation of the initial District Boundaries is Zero Dollars ($0). The estimated full-time population within the District Boundaries at build out is expected to be approximately

three hundred and ten (310) to three hundred and forty-five (345) persons, based on an estimated 2.3 persons per residence and with sixty percent (60%) of the residential units assumed to be primary residences.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS, SERVICES AND LIMITATIONS

A. Powers of the District.

The Districts shall have the power and authority to finance, plan, design, acquire, construct, install, and/or relocate the following types of Public Improvements as more fully described in Exhibit B, hereto, the Capital Cost Description and Estimate. Approval of this Service Plan by the Town does not imply approval of any development plan for real property located within the District Boundaries.

1. Streets. The design, acquisition, installation, construction, operation, maintenance of street and roadway improvements, including but not limited to curbs, gutters, culverts, and other drainage facilities, underground conduits, sidewalks, trails, public parking lots, structures and facilities, paving, lighting, grading, landscaping, bike paths and pedestrian ways, pedestrian overpasses, retaining walls, fencing, entry monumentation, streetscaping, bridges, interchanges, median islands, irrigation, and a safety protection system through traffic and safety controls and devices on streets and highways, signalization, signing and striping, area identification, driver information and directional assistance signs, together with all necessary, incidental, and appurtenant facilities, equipment, land and easements and extensions of and improvements to such facilities.

2. Irrigation Water and Water Distribution System. The design, acquisition, installation, construction, operation, and maintenance of a raw water irrigation system and a potable water distribution system, including but not limited to a water pumps, water lines, water features, pump stations, sediment traps, transmission lines, distribution mains and laterals, fire hydrants, meters, water taps, irrigation facilities, headgates, drop structures, storage tanks and facilities, together with all necessary, incidental and appurtenant facilities, equipment, land, easements, and extensions of and improvements to such facilities.

3. Potable Water System. In accordance with the Reservoir Agreement, Eagle River Water and Sanitation District shall undertake the operation and maintenance of a potable water treatment plant and surface water intake, together with such water pumps, water lines, sediment traps, pump stations, headgates, drop structures, storage tanks and facilities, together with all necessary, incidental and appurtenant facilities, equipment, land, easements, and extensions of and improvements to such facilities. In accordance with the Reservoir Agreement, the Districts may finance the potable water system as described in this paragraph.

4. Storm and Sanitary Sewer. The design, acquisition, installation, construction, operation and maintenance of a sanitation system which may consist of storm or sanitary sewers, or both, flood and surface drainage, treatment and disposal works and facilities, and waste services, and all necessary or proper equipment and appurtenances incident thereto, including but not limited to, collection mains and laterals, lift stations, transmission lines, reuse and disposal facilities, and/or storm sewer, flood and surface drainage facilities and systems, including detention/retention ponds, box culverts and associated irrigation facilities, equipment, land, easements and sewer taps, and extensions of and improvements to such facilities.

5. Parks, Recreation, and Open Space. The design, acquisition, installation, construction, operation and maintenance of public park and recreation facilities or programs including but not limited to community parks, bike paths and pedestrian ways, fencing, trails, regional trails, fields, tot lots, open space, cultural activities, common areas, community recreation centers, tennis courts, outdoor lighting, event facilities, irrigation facilities, lakes, water bodies, swimming pools, public fountains and sculptures, art, gardens, landscaping, weed control, and other active and passive recreational facilities, improvements and programs, together with all necessary, incidental, and appurtenant facilities, equipment, land, easements and extensions of and improvements to such facilities. The foregoing includes providing for the maintenance, operation, reporting, and other activities necessary to comply with any requirements imposed by the Environmental Protection Agency and/or the Colorado Department of Public Health and Environment relative to certain open space parcels that are or will be subject to restrictive covenants relative to environmental conditions present on the same. All public park and recreation facilities owned by any District shall be open to the general public, subject to the rules and regulations of the applicable District, as adopted from time to time.

B. Limitations on Service Plan Powers.

The powers of the Districts enumerated in this Service Plan shall be subject to the following limitations

1. Operations and Maintenance Limitation. The primary purpose of the Districts is to finance the planning, design, acquisition, construction and installation of the Public Improvements. The Districts shall be authorized to operate and maintain those Public Improvements not dedicated to the Town or other governmental entity. The Districts shall not have the authority to operate and maintain the potable water treatment plant and surface water intake. The Districts shall not have the authority to enforce private covenants (e.g. declaration of covenants for a homeowners association and architectural control covenants) or Town zoning code provisions. The Districts shall not provide services that duplicate services provided by the Town without the approval of Town Council.

2. Construction Standards Limitation. The Public Improvements shall be designed and constructed in accordance with the standards and specifications of the Town or of another governmental entity having proper jurisdiction, as applicable. The Public

Improvements to be dedicated to the Town will be subject to the applicable warranty and security requirements imposed by the Town on all construction projects. In accordance with an Approved Development Plan, the Districts shall obtain the Town's approval of civil engineering plans for any Public Improvements being constructed by the Districts, and shall obtain applicable permits for construction and installation of all such Public Improvements prior to performing such work.

3. Funding Limitation. The funding of any Public Improvements other than those related to the types of Public Improvements authorized herein, shall be deemed a material modification of this Service Plan under Section 32-1- 207(2), C.R.S.

4. Issuance of Developer Debt. Prior to the issuance of any Developer Debt, the District issuing such Developer Debt shall obtain an External Municipal Advisor Certificate.

5. Inclusion/Exclusion Limitation. No property shall be included into any District until such time as the property to be included has been subjected to an approved final plat, unless consented to by the Town Council. Except for the property within the Inclusion Area Boundaries, no District shall include additional property within its boundaries without the prior written consent of the Town Council!

6. Affordable Housing. The Town Code sets forth a purpose and intent to increase affordable housing choices for year-round residents and to preserve a balance between second homeowners and locals. Per the Town Code, a certain number of residential units within the Project must meet the Town's requirements for affordable housing. In order to align with the purpose and intent set forth in the Town Code relative to affordable housing, Affordable Housing Units may only be included into District No. 4, and may not be included into any of District Nos. 1 through 3.

7. Maximum Debt Authorization. The Districts, in the aggregate, shall not issue Debt in excess of Sixty-Two Million Dollars ($62,000,000), including costs of issuance thereof, initial capitalized interest, and initial funding of any required reserve or surplus funds related to any such Debt; provided, however, any Debt that is issued (i) to pay, defease, or refund previously issued Debt, or (ii) is an intergovernmental agreement(s) among the Districts providing for a multiple fiscal year pledge of revenues to or among the Districts to provide revenues to support Debt issued by any District shall not count against the this limit. The Districts may issue Debt on a schedule and in such year or years as the Districts determine and phased to serve development as it occurs.

8. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for and has applied for, except pursuant to approval of the Town. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the Districts without limitation.

9. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy have been established under the authority of the Town to approve this Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

a. Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

b. Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable non-bankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt issued by a District with a pledge or which results in a pledge that exceeds the Maximum Debt Mill Levy shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Service Plan Amendment.

10. Eminent Domain Restriction. No District shall exercise its statutory power of eminent domain without first obtaining approval from the Town Council. This restriction on the Districts' exercise of their eminent domain power is being voluntarily acquiesced to by the Districts and shall not be interpreted in any way as a limitation on the Districts' sovereign powers and shall not negatively affect the Districts' status as political subdivisions of the State as conferred by the Special District Act.

11. District Governance. Each District's Board shall be comprised of persons who are each a qualified "eligible elector" of the District as provided in the Special District Act. It is anticipated that over time, End Users who are eligible electors will assume direct electoral control of each District's Board as development of the Service Area progresses. The Districts shall not enter into any agreement by which the End Users' electoral control of the Board is removed or diminished.

12. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the Districts to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of a District which violate material terms this Service Plan shall be deemed to be material modifications to this Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the District, and to seek other remedies provided in law or in equity. The Financial Plan and anticipated Public Improvements presented herein are subject to change due to market conditions at the time of debt issuance and Approved Development Plans. Any such change, within the limitations of this Service Plan, shall not constitute a material modification of the Service Plan. The addition of other types of improvements other than as described in this Service

Plan and Exhibit B, shall constitute a material modification requiring approval of Town Council.

C. Preliminary Engineering Survey.

The Districts shall have authority to provide for the financing, planning, design, acquisition, construction, installation, relocation and maintenance of the Public Improvements, with the exception of the water treatment plant and raw water intake, within and without the District Boundaries, as more specifically defined by Approved Development Plans. Such street, water, wastewater, storm water and recreation facilities will benefit Districts' taxpayers and residents through the provision of financing of the Public Improvements. A description of the Public Improvements necessary for the Project and eligible for District financing was prepared based upon a preliminary capital description and cost estimate of approximately Fifty-One Million Three Hundred and Eighty-Five Thousand Dollars ($51,385,000), as shown in Exhibit B attached hereto. The Public Improvements and associated costs shown in Exhibit B are subject to change based on future development approvals and market costs at the time of construction and any such variations from Exhibit B shall not constitute a material modification of this Service Plan.

All Public Improvements shall meet the standards and specifications adopted and/or required by the Town and/or other governmental entities having jurisdiction over such Public Improvements.

VI. FINANCIAL PLAN

A. General.

The Districts shall be authorized to finance the planning, design, acquisition, construction, installation and/or relocation of the Public Improvements from any lawful revenue source, including but not limited to the proceeds of Debt to be issued by the Districts. A Financial Plan, attached as Exhibit C, includes the estimated indebtedness, timing, and interest rates of Debt anticipated to be issued by the Districts. The Financial Plan is one projection of Debt to be issued by the Districts, and it is expected that the terms of Debt when issued by the Districts will vary from the Financial Plan based on market conditions and other factors at the time of issuance. Such variations shall not constitute a material modification of this Service Plan. The Districts intend to issue such Debt as the Districts can reasonably pay from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. The Maximum Debt Authorization, which is the total Debt that the Districts shall be permitted to issue shall not exceed Sixty-Two Million Dollars ($62,000,000), as limited by Section V.A.6 herein, which Debt shall be permitted to be issued on a schedule and in such year or years as the Districts determine shall meet the needs of the Districts and shall be phased to serve development as it occurs. Any part of a Debt issuance that is repaid or defeased by refunding Debt shall not apply against the Maximum Debt Authorization. All Debt issued by the Districts may be payable from any and all legally available revenues of the Districts, including but not limited to general *ad valorem* taxes to be imposed upon all Taxable Property within the Districts. The Districts may also rely upon various other revenue sources authorized by law and not prohibited by the Service Plan. These may include Fees. It is anticipated that the Developer of the Project and/or other parties may incur costs for Public Improvements, either in the

form of direct payments for such costs, or by means of advances to the Districts. These direct payments and/or advances may be reimbursable by the Districts from Debt, contractual reimbursement agreements and/or any legally available revenue source.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. The proposed maximum interest rate on any Debt may not exceed fifteen percent (15%). The maximum underwriting discount will not exceed three percent (3%). Debt, when issued, will comply with all relevant requirements of this Service Plan and State and Federal law.

C. Maximum Debt Mill Levy and Other Debt Limitations.

The Maximum Debt Mill Levy for District Nos. 1 through 3 shall be fifty (50) mills, and the Maximum Debt Mill Levy for District No. 4 shall be thirty-five (35), which is the maximum mill levy a District is permitted to impose upon the Taxable Property within the District for payment of Debt; provided, however, if there are changes in the method of calculating assessed valuation or any constitutionally mandated or statutorily authorized tax credit, cut or abatement, the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after the Service Plan approval date, are neither diminished nor enhanced as a result of such changes.

Prior to the issuance of Debt, the District shall obtain an opinion of a nationally recognized bond counsel as to compliance with the Service Plan limitations in relation to the Debt to be issued. All issuances of general obligation Bonds shall be deemed to be in compliance with the Financial Plan so long as the Minimum Criteria, as hereinafter defined, have been met. "Minimum Criteria" shall mean that the general obligation Bonds are: (1) subject to the Maximum Debt Mill Levy; (2) together with other outstanding general obligation Bonds of the District, not in excess of the Maximum Debt Authorization set forth in this Service Plan; (3) together with other outstanding general obligation Bonds of the District, not in excess of the general obligation debt authority provided by the District's electorate; and (4) issued in compliance with the applicable requirements of Section 32-1-1101(6), C.R.S. Any issuance of general obligation Bonds that does not satisfy the Minimum Criteria shall constitute a material modification of this Service Plan.

The costs of constructing the Public Improvements may be paid from available District mill levy revenues, Fees, Debt, and/or advances from the Developer of the Project. The District shall be authorized to reimburse Developer advances, if any, with interest at an interest rate not in excess of the rate allowable for Developer Debt, from District mill levy revenues, Fees, and/or proceeds from Debt (whether or not privately placed with the Developer), and other legally available revenues of the District. Any Developer Debt shall be subject to the Developer Debt limitation set forth in Section V.B.4. and the Minimum Criteria.

The Maximum Debt Mill Levy Term of any Debt issuance shall be thirty (30) years from the date of first imposition of a debt service mill levy for each such issue.

In the event that a District determines that it is in the best interests of the District and its taxpayers to issue general obligation Bonds to parties other than the Developer to: (i) reimburse the Developer for Developer advances; (ii) refund or restructure Debt previously placed with the Developer; or (iii) finance Public Improvements, the District shall prepare a plan of finance for the purpose of determining whether the proposed issuance satisfies the Minimum Criteria. The plan of finance will include the amount of Bonds to be issued, uses of proceeds therefrom (including, if any, capitalized interest and costs of issuance), sources of revenues securing repayment of the Bonds and the repayment schedule for the Bonds.

D. Security for Debt.

The District shall not pledge any revenue or property of the Town as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the Town of payment of any of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the Town in the event of default by the District in the payment of any such obligation.

E. TABOR Compliance.

The Districts will comply with the provisions of TABOR.

F. District Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be One Hundred Thousand Dollars ($100,000), which will be eligible for reimbursement from Debt proceeds.

The proposed operating revenue to be derived from property taxes for the first budget year for the Districts is estimated to be Zero Dollars ($0).

The maximum mill levy for operations shall be twenty (20) mills.

VII. ANNUAL REPORT

Each District shall be responsible for submitting an annual report to the Town Manager no later than October 1st of each year following the year in which the Order and Decree creating the District has been issued, as set forth in and required by § 32-1-207((3)(c), C.R.S.

VIII. DISSOLUTION

Upon an independent determination of the Town Council that the purposes for which any District was created have been accomplished, that District agrees to file a petition in the appropriate District Court for dissolution, pursuant to §§ 32-1-701, *et seq.*, C.R.S. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its

outstanding indebtedness and other financial obligations as required by the Special District Act and that any ownership, operations, maintenance, repair and replacement obligations for District owned and/or operated Public Improvements have been conveyed to another public entity.

IX. DISCLOSURE TO PURCHASERS

The Districts shall provide annual notice to all eligible electors of the Districts in accordance with Section 32-1-809, C.R.S, as amended. In addition, each of the Districts shall record a District public disclosure document and a map of the then-current legal boundaries of the District with the Clerk and Recorder of Eagle County, Colorado in accordance with Section 32-1-104.8, C.R.S., as amended.

X. INTERGOVERNMENTAL AGREEMENTS

Upon the Districts' formation, the District and the Town shall execute an intergovernmental agreement in substantially the form attached hereto as Exhibit E (the "Town IGA"). The Districts shall not incur any Debt or impose any taxes or Fees until their Boards have approved and executed the Town IGA. The Town has approved the Town IGA as of the date of approval of the Service Plan and such approval satisfies the condition relating to the Town's action on the Town IGA concerning the issuance of Debt and imposition or taxes or Fees by the District.

XI. RESOLUTION OF APPROVAL

A certified copy of the Town Council's resolution approving this Service Plan shall be attached as Exhibit D prior to filing the Service Plan with the District Court in and for Eagle County, Colorado.

XII. CONCLUSION

It is submitted that this Service Plan for the Districts meets the requirements of the Special District Control Act, §§ 32-1-201, *et seq.*, C.R.S., the applicable requirements of the Colorado Constitution, and those of the Town. It is further submitted that this Service Plan meets the criteria set forth in § 32-1-203(2) and (2.5), C.R.S., establishing that:

A. There is sufficient existing and projected need for organized service in the area to be serviced by the Districts. There are no other entities, governmental or otherwise, which have the capacity or the desire to provide service to the area to be served by the Districts.

B. The existing service in the area to be served by the Districts is inadequate for present and projected needs. There are no public improvements in the area to be served by the Districts, and the Districts will provide for projected needs for public infrastructure.

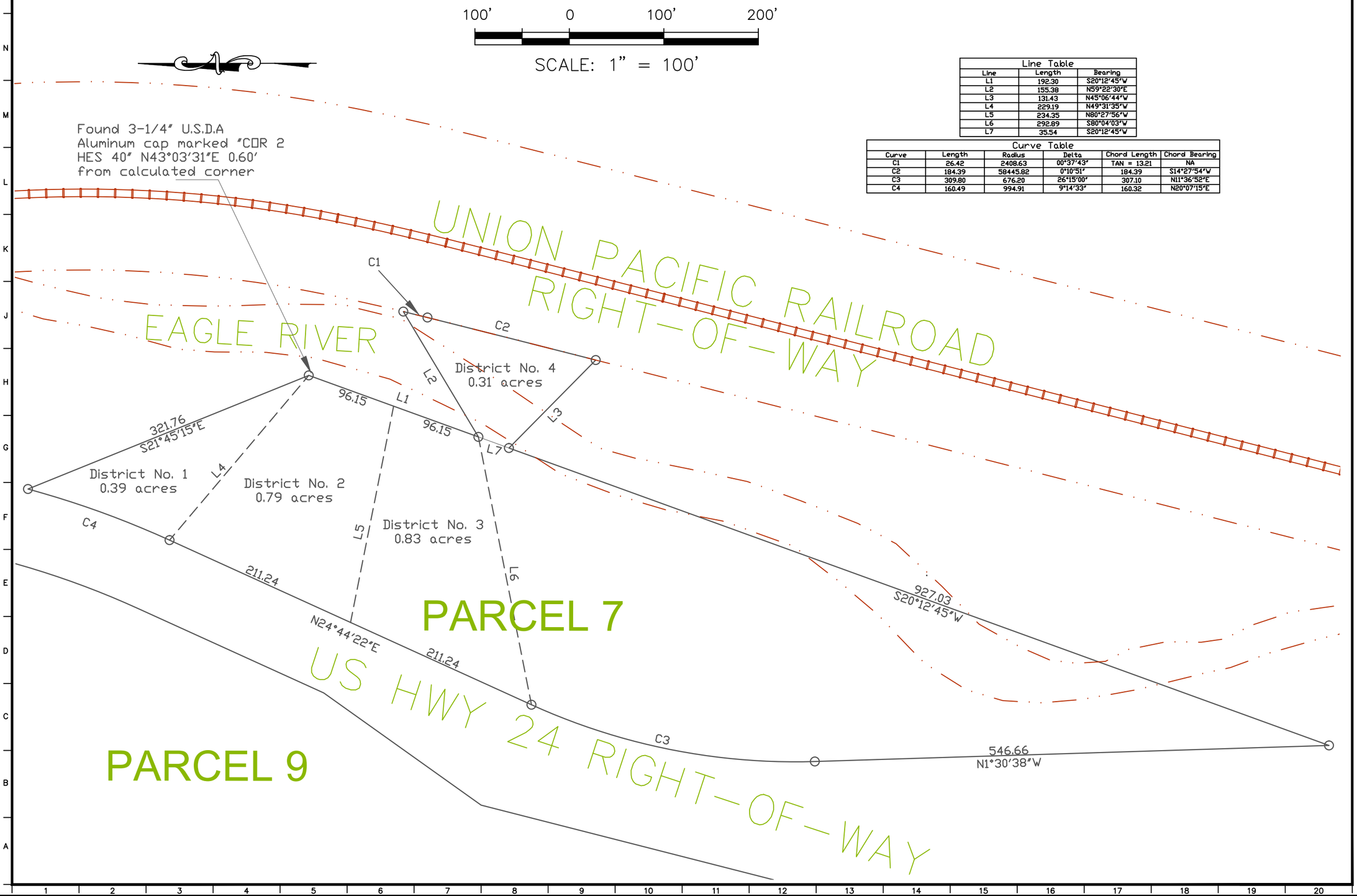
C. The Districts are capable of providing economical and sufficient service to the proposed development within their boundaries. The financing plan incorporated in this Service Plan demonstrates the basis on which the Districts may provide essential public infrastructure to

support the future development for the project.

D. The area to be included within the Districts does have and will have the financial ability to discharge the proposed indebtedness on a reasonable basis. The financing plan incorporated in this Service Plan demonstrates the ability of the Districts to fund Public Infrastructure necessary for the project, and demonstrates the ability of the Districts to fund the amount of debt proposed.

EXHIBIT A-1

INITIAL DISTRICT BOUNDARY MAP AND LEGAL DESCRIPTIONS



Line Table

Line	Length	Bearing
L1	192.30	S20°12'45"W
L2	155.38	N59°22'30"E
L3	131.43	N45°06'44"W
L4	229.19	N49°31'35"W
L5	234.35	N80°27'56"W
L6	292.89	S80°04'03"W
L7	35.54	S20°12'45"W

Curve Table

Curve	Length	Radius	Delta	Chord Length	Chord Bearing
C1	26.42	2408.63	00°37'43"	TAN = 13.21	NA
C2	184.39	58445.82	0°10'51"	184.39	S14°27'54"W
C3	309.80	676.20	26°15'00"	307.10	N11°36'52"E
C4	160.49	994.91	9°14'33"	160.32	N20°07'15"E

Battle North Metro Dist Lot Map

Minturn, CO

Battle North LLC
Parcel 7 Lot Detail

Feb. 7, 2024

DATE	ISSUE	DESCRIPTION
3.12.24	TM	ADD MD# 4

Scale: 1" = 100'

DRAWN BY : TWM

DRAWING : 1 of 1

STAMP :

THESE DOCUMENTS ARE FOR CONCEPTUAL REPRESENTATION ONLY. THEY ARE SUBJECT TO CHANGE, IN WHOLE OR IN PART, WITHOUT NOTICE.

District No. 1 Legal Description

A parcel of land located in Section 1 of Township 6 South, Range 81 West of the Sixth Principal Meridian and consisting of that portion of Homestead Entry Survey (H.E.S.) 40 and Mineral Survey 20461 Puritan Lode situated easterly of the eastern right-of-way for U.S. Highway 24 as described in the Boundary Agreement recorded July 27, 2018 at reception number 201812787 and westerly of the western right-of-way for Union Pacific Railroad, being more particularly described as follows:

Beginning at Corner No. 2 of said H.E.S. 40, whence the Southwest corner of said Section 36 being a 2-1/2 inch GLO Brass Cap bears N 52°43'19" W a distance of 5,128.97 feet;

thence N 49°31'35" W a distance of 229.19 feet to a point;

thence 160.49 feet along the arc of a non tangent curve to the left having a radius of 994.91 feet, a central angle of 09°14'33", and the chord bears N 20°07'14" E a distance of 160.32 feet to a point on the 1-2 line of said H.E.S. 40;

thence along said 1-2 line of said H.E.S. 40 S 21°45'15" E a distance of 321.76 feet; to the point of beginning, District No. 1 containing 0.39 acres more or less.

District No. 2 Legal Description

A parcel of land located in Section 1 of Township 6 South, Range 81 West of the Sixth Principal Meridian and consisting of that portion of Homestead Entry Survey (H.E.S.) 40 and Mineral Survey 20461 Puritan Lode situated easterly of the eastern right-of-way for U.S. Highway 24 as described in the Boundary Agreement recorded July 27, 2018 at reception number 201812787 and westerly of the western right-of-way for Union Pacific Railroad, being more particularly described as follows:

Beginning at Corner No. 2 of said H.E.S. 40, whence the Southwest corner of said Section 36 being a 2-1/2 inch GLO Brass Cap bears N 52°43'19" W a distance of 5,128.97 feet;

thence along the 2-3 line of said H.E.S. 40 S 20°12'45" W a distance of 96.15 feet to a point;

thence N 80°27'56" W a distance of 234.35 feet to a point;

thence N 24°44'22" E a distance of 211.24 feet;

thence S 49°31'35" E a distance of 229.19 feet to the point of beginning, District No. 2 containing 0.79 acres more or less.

District No. 3 Legal Description

A parcel of land located in Section 1 of Township 6 South, Range 81 West of the Sixth Principal Meridian and consisting of that portion of Homestead Entry Survey (H.E.S.) 40 and Mineral Survey 20461 Puritan Lode situated easterly of the eastern right-of-way for U.S. Highway 24 as described in the Boundary Agreement recorded July 27, 2018 at reception number 201812787 and westerly of the western right-of-way for Union Pacific Railroad, being more particularly described as follows:

Beginning along the 2-3 line of said H.E.S. 40 S 20°12'45" W a distance of 96.15 feet from Corner No. 2 of said H.E.S. 40, whence the Southwest corner of said Section 36 being a 2-1/2 inch GLO Brass Cap bears N 52°43'19" W a distance of 5,128.97 feet;

thence along the 2-3 line of said H.E.S. 40 S 20°12'45" W a distance of 96.15 feet to a point on the1-2 line of Mineral Survey 20461 Puritan Lode;

thence S 80°04’03" W a distance of 292.89 feet to a point;

thence N 24°44'22" E a distance of 211.24 feet;

thence S 80°27'56" E a distance of 234.35 feet to the point of beginning, District No. 3 containing 0.83 acres more or less.

District No. 4 Legal Description

A parcel of land located in Section 1 of Township 6 South, Range 81 West of the Sixth Principal Meridian and consisting of that portion of Homestead Entry Survey (H.E.S.) 40 and Mineral Survey 20461 Puritan Lode situated easterly of the eastern right-of-way for U.S. Highway 24 as described in the Boundary Agreement recorded July 27, 2018 at reception number 201812787 and westerly of the western right-of-way for Union Pacific Railroad, being more particularly described as follows:

Beginning along the 2-3 line of said H.E.S. 40 S 20°12'45" W a distance of 192.30 feet from Corner No. 2 of said H.E.S. 40, whence the Southwest corner of said Section 36 being a 2-1/2 inch GLO Brass Cap bears N 52°43'19" W a distance of 5,128.97 feet;

thence along said 1-2 line of said Mineral Survey 20461 Puritan Lode N 59°22'30" E a distance of 155.38 feet to a point on the western right-of-way of the Union Pacific Railroad as described in D&RGW Right-of-Way and Track Map dated June 30, 1919; thence along said western right-of-way of the Union Pacific Railroad the following two courses:

1. 26.42 feet along the arc of a non tangent curve to the right having a radius of 2408.63 feet, a central angle of 00°37'43", and the chord bears S14°03'37" W a distance of 26.42 feet;

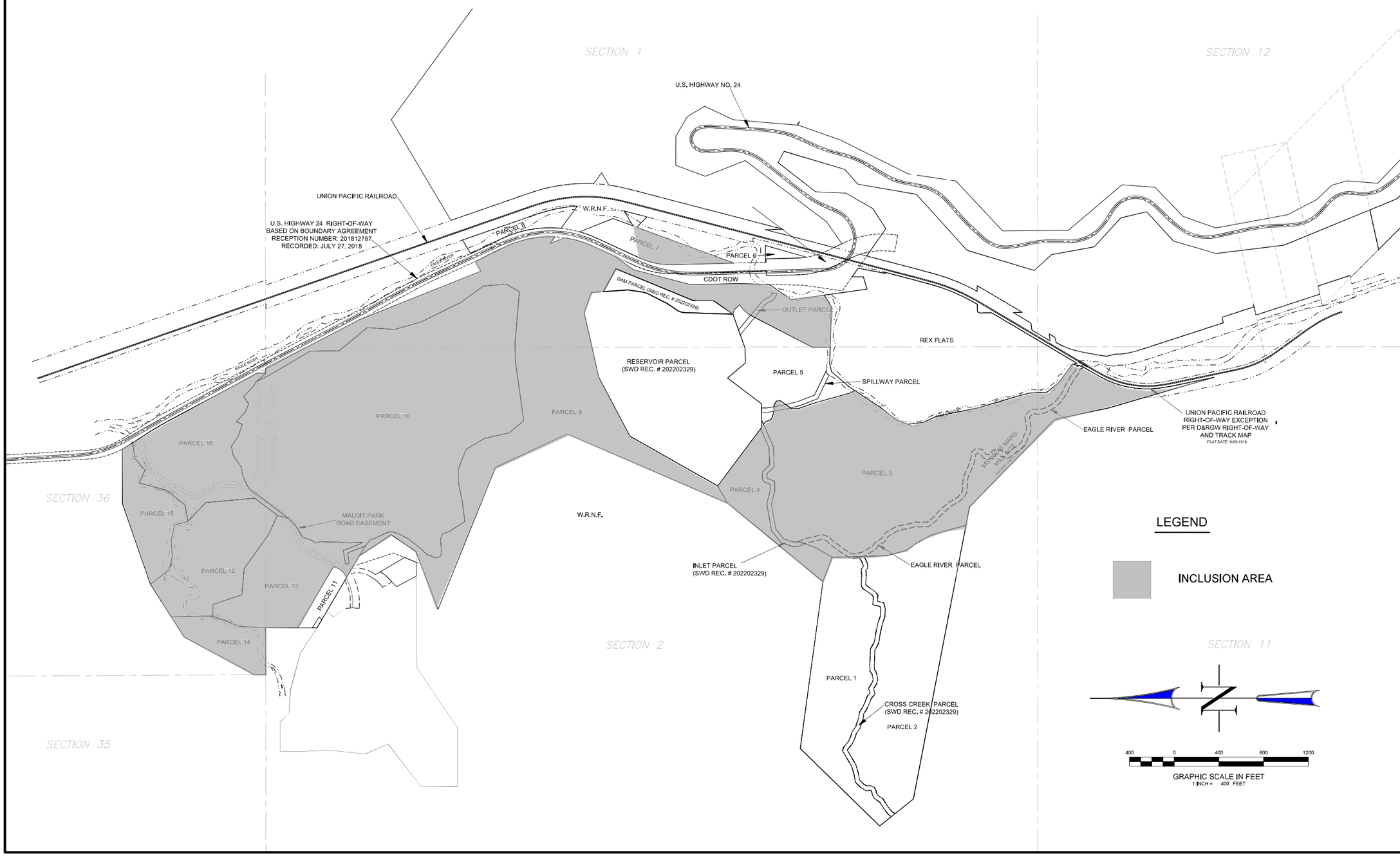
2. 184.39 feet along the arc of a tangent curve to the right having a radius of 58445.82 feet, a central angle of 00°10'51", and the chord bears S14°27'54" W a distance of 184.39 feet to a point on the 2-3 line of the Mineral Survey 20461 Puritan Lode;

thence along said 2-3 line of the Mineral Survey 20461 Puritan Lode N 45°06'44" W a distance of 131.43 feet to the 2-3 line of said H.E.S. 40; thence along said 2-3 line of said H.E.S. 40 N 20°12'45" E a distance of 35.54 feet to the point of beginning, District No. 4 containing 0.31 acres more or less.

EXHIBIT A-2

INCLUSION AREA BOUNDARY MAP AND LEGAL DESCRIPTION

Battle North Metropolitan District Inclusion Area Map



SHEET NO. 1

BATTLE NORTH LLC.

GAMBA & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
970/945-2550 WWW.GAMBAENGINEERING.COM
1905 GRAND AVE., UNIT 1-202 / P.O. BOX 1268 GLENWOOD SPRINGS, CO 81602

EXHIBIT 1
METRO DISTRICT INCLUSION AREA

SCALE: 1" = 400'	DATE: 12 JANUARY 2024	DRAWN BY: BK	
SHEET: 1 OF 1	PROJECT: 05554.04	CHKD BY: MJG	

DRAWING: Battle North LLC Exhibit with Rice Parcels - 20190113.dwg
DIRECTORY: J:\SHYNO\05554\05554-Annexation Plat for Title Company\

REVISION	MADE	CHKD	APPD
	BY	BY	BY

A parcel of land located in Sections 1, 2, 11 and 12 of Township 6 South, Range 81 West of the Sixth Principal Meridian and Section 36 of Township 5 South, Range 81 West of the Sixth Principal Meridian and consisting of the following parcels: Mineral Survey 20712 - Treasury Vault Mill Site, Mineral Survey 20712 - Gold Star Mill Site, H.E.S. 41, Mineral Survey 20745 - Mars Mill Site; along with those portions of the following parcels situated westerly of the western right-of-way for U.S. Highway 24 as described in the Boundary Agreement recorded July 27, 2018 at reception number 201812787 and westerly of the western right-of-way for the Union Pacific Railroad as described in the D&RGW Right-of-Way and Track Map dated June 30, 1919: Nelson Addition (Book 131 Page 76), H.E.S. 46, Mineral Survey 19500 - Brooklyn Placer, Mineral Survey 20043 - May No. 5 Lode, Mineral Survey 20257 – May No. 14 and May No. 15, Mineral Survey 20461 - Ruby Lode, H.E.S. 40 and Mineral Survey 19856 - River Bend Mill Site; and excepting the parcel described in Book 380 Page 574; being more particularly described as follows:

Beginning at the Southwesterly corner of a parcel of land described in Book 131 page 76 said point also being the Southwest corner of said Section 36 being a 2-1/2 inch GLO Brass Cap found in place whence the South Quarter corner of said Section 36 being a 2-1/2 inch GLO Brass Cap found in place bears N 89°58'35" E a distance of 2,694.09 feet; thence the following five courses along the northwesterly boundary of said parcel described in Book 131 page 76:

1. N 00°20'54" W a distance of 99.96 feet along the west line of said Section 36;

2. N 28°13'18" E a distance of 715.35 feet;

3. N 57°23'50" E a distance of 557.58 feet;

4. N 70°47'50" E a distance of 762.18 feet;

5. N 89°56'50" E a distance of 491.16 feet to a point on said westerly right-of-way of U.S. Highway 24;

thence the following four courses along said westerly right-of-way of U.S. Highway 24:

1. 57.85 feet along the arc of a non tangent curve to the left having a radius of 756.30 feet, a central angle of 04°22'58", and the chord bears S30°36'24" E a distance of 57.84 feet;

2. S 32°47'53" E a distance of 199.00 feet;

3. 228.45 feet along the arc of a non tangent curve to the right having a radius of 2,825.00 feet, a central angle of 04°38'00", and the chord bears S 30°28'53" E a distance of 228.39 feet;

4. S 28°09'53" E a distance of 895.89 feet to a point on the easterly boundary of said parcel described in Book 131 page 76;

thence along said easterly boundary S 00°10'02" W a distance of 77.04 feet to the South Quarter corner of said Section 36 being a 2-1/2 inch GLO Brass Cap found in place said point also being

Angle Point 1 of Homestead Entry Survey (H.E.S.) No. 46, Township 6 South, Range 81 West of the Sixth Principal Meridian; thence along line 1-2 of said H.E.S. No. 46 S 89°38'32" E a distance of 41.61 feet to a point on said westerly right-of-way of U.S. Highway 24; thence the following two courses along said westerly right-of-way of U.S. Highway 24:

1. S 28°09'53" E a distance of 149.51 feet;

2. S 27°31'53" E a distance of 807.36 feet to a point on line 1-2 of Homestead Entry Survey (H.E.S.) No. 40 Township 6 South, Range 81 West of the Sixth Principal Meridian;

thence along said line 1-2 of H.E.S. No. 40 S 21°45'15" E a distance of 1,161.84 feet to a point on line 1-2 of Mineral Survey 20461 “Ruby Lode”; thence along said line1-2 of Mineral Survey 20461 “Ruby Lode” N 59°21'27" E a distance of 100.96 feet to a point on said westerly right-of-way of U.S. Highway 24; thence the following six courses along said westerly right-of-way:

1. S 24°22'53" E a distance of 31.22 feet;

2. 76.61 feet along the arc of a tangent curve to the left having a radius of 800.00 feet, a central angle of 05°29'13", and the chord bears S 27°07'29" E a distance of 76.58 feet;

3. 75.27 feet along the arc of a tangent curve to the right having a radius of 800.00 feet, a central angle of 05°23'27", and the chord bears S 27°10'22" E a distance of 75.24 feet;

4. S 24°28'38" E a distance of 57.10 feet;

5. S 24°28'38" E a distance of 79.86 feet;

6. 436.38 feet along the arc of a non tangent curve to the right having a radius of 915.00 feet, a central angle of 27°19'32", and the chord bears S 10°48'52" E a distance of 432.26 feet to a point on line 2-3 of said Mineral Survey 20461 “Ruby Lode”;

thence along said 2-3 line of Mineral Survey 20461 “Ruby Lode” N 53°55'33" W a distance of 74.99 feet to a point on said line 1-2 of H.E.S. No. 40; thence along said line 1-2 of H.E.S. No. 40 S 21°45'15" E a distance of 140.75 feet to a point on said westerly right-of-way of U.S. Highway 24; thence the following six courses along said westerly right-of-way of U.S. Highway 24:

1. 262.58 feet along the arc of a non tangent curve to the right having a radius of 915.00 feet, a central angle of 16°26'33", and the chord bears S16°31'05" W a distance of 261.68 feet;

2. S 24°44'22" W a distance of 216.35 feet;

3. S 35°45'52" W a distance of 205.41 feet;

4. S 14°36'41" W a distance of 532.15 feet;

5. S 01°15'08" E a distance of 429.27 feet;

6. S 01°25'41" W a distance of 268.53 feet to a point on line 3-4 of said H.E.S. No. 40;

thence along said 3-4 line of H.E.S. No. 40 S 33°56'45" W a distance of 246.93 feet to Angle Point 4 of said H.E.S. No. 40 said point also being Angle Point 8 of Homestead Entry Survey (H.E.S.) No. 41, Township 6 South, Range 81 West of the Sixth Principal Meridian; thence along line 7-8 of said H.E.S. No. 41 S 08°01'50" E a distance of 294.82 feet to the center of the Eagle River; thence the following two courses along said center of the Eagle River:

1. S 58°05'40" W a distance of 123.33 feet;
2. N 88°07'28" W a distance of 361.22 feet;

Thence leaving the center of the Eagle River N 0°00'00" E a distance of 157.44 feet to the right of way centerline of Tigiwon Road; thence the following two courses along said Tigiwon Road right-of-way centerline;

1. N 27°18’00” E a distance of 610.80 feet;
2. 153.15 feet along the arc of a non-tangent curve to the right having a radius of 286.50, a central angle of 30°37’40”, and the chord bears S 42°37’30” W a distance of 151.33 feet;

Thence leaving said Tigiwon Road right-of-way centerline S 44°54’07” E a distance of 66.71 feet; thence N 74°17’56” W a distance of 41.21 feet to a point on the southerly boundary of the Dam Parcel as described in the Special Warranty Deed recorded in the Eagle County Clerk and Recorder’s office February 10, 2022 at reception number 202202329;

thence along said westerly boundary of the Dam Parcel the following four courses;

1. thence N 34°56'03” E a distance of 213.62 feet
2. thence N 00°00’00” W a distance of 181.43 feet;
3. thence N 22°22'09" E a distance of 746.23 feet;
4. thence N 61"06'46" W a distance of 234.05 feet to a point on the northeasterly corner of the Reservoir Parcel;

thence along said southerly boundary of the Reservoir Parcel the following five courses;

1. thence N 70°32'11” W a distance of 192.32 feet;
2. thence S 77°20'34” W a distance of 590.72 feet;
3. thence S 62°05'59” W a distance of 597.19 feet;
4. thence S 29°33'21” W a distance of 904.04 feet;
5. thence S 53°11'01” E a distance of 658.80 feet;

Thence leaving the southerly boundary of the Reservoir Parcel S 66°03'04" W a distance of 37.66 feet; thence S 47°44'40" E a distance of 29.71; thence S 22°14'32" E a distance of 43.86 feet; thence S 46°45'14" E a distance of 22.10 feet; thence S 73°08'12" E a distance of 63.94 feet; thence S 89°10'25" E a distance of 55.31 feet; thence S 59°40'34" E a distance of 43.18 feet; thence S

01°52'44" E a distance of 35.14 feet; thence S 35°09'05" W a distance of 121.47 feet; thence S 00°21'34" W a distance of 60.72 feet; thence S 19°31'34" E a distance of 142.83 feet; thence S 15°46'39"E a distance of 348.63 feet; thence S 29°14'17" E a distance of 40.16 feet to the center of the Eagle River;

Thence the following eleven courses along said center of the Eagle River:

1. S 33°39'49" W a distance of 288.54 feet;
2. S 38°27'21" W a distance of 172.00 feet;
3. S 19°18'51" W a distance of 106.00 feet;
4. S 07°08'39" E a distance of 140.00 feet;
5. S 24°25'48" E a distance of 132.00 feet;
6. S 11°21'54" E a distance of 374.00 feet;
7. S 16°33'40" E a distance of 326.72 feet;
8. S 15°15'48" E a distance of 154.00 feet;
9. S 02°48'58" E a distance of 158.00 feet;
10. S 39°00'16" E a distance of 132.00 feet;
11. S 53°11'20" E a distance of 209.22 feet to a point on the westerly side of the right-of-way of the Union Pacific Railroad;

Thence the following two courses along said westerly right-of-way of the Union Pacific Railroad as described:

1. 37.95 feet along the arc of a non tangent curve to the left having a radius of 836.49 feet, a central angle of 02°35'59", and the chord bears S 13°13'46" W a distance of 37.95 feet, said curve being parallel to and offset 100.00-feet westerly from the centerline of the eastern corridor of said Union Pacific Railroad;
2. 47.98 feet along the arc of a tangent curve to the left having a radius of 3,919.72 feet, a central angle of 00°42'05", and the chord bears S 11°34'45" W a distance of 47.98 feet, said curve being parallel to and offset 100.00-feet westerly from the centerline of the eastern corridor of said Union Pacific Railroad;

Thence the following five courses along said westerly right-of-way of the Union Pacific Railroad, said right-of-way being parallel to and offset 25.00 feet westerly from the centerline of the western corridor of said Union Pacific Railroad:

1. S 30°39'47" W a distance of 44.76 feet;

2. 141.71 feet along the arc of a tangent curve to the left having a radius of 4,816.15 feet, a central angle of 01°41'09", and the chord bears S 29°49'13" W a distance of 141.71 feet;

3. 577.96 feet along the arc of a tangent curve to the left having a radius of 873.26 feet, a central angle of 37°55'13", and the chord bears S 10°01'01" W a distance of 567.46 feet;

4. 132.72 feet along the arc of a tangent curve to the left having a radius of 2,684.59 feet, a central angle of 02°49'57", and the chord bears S 10°21'34" E a distance of 132.70 feet;

5. S 11°46'32" E a distance of 338.53 to a point on line 5-6 of Mineral Survey 19500 “Brooklyn Placer”;

thence along said line 5-6 of Mineral Survey 19500 “Brooklyn Placer” N 16°11'23" W a distance of 982.56 feet to Angle Point 6 of said Mineral Survey 19500 “Brooklyn Placer”; thence along line 6-7 of said Mineral Survey 19500 “Brooklyn Placer” N 12°07'10" W a distance of 494.47 feet to Angle Point 3 of Mineral Survey 20745 “Mars Mill Site”; thence along line 2-3 of said Mineral Survey 20745 “Mars Mill Site” N 45°47'44" W a distance of 1,091.01 feet to Angle Point 2 of said Mineral Survey 20745 “Mars Mill Site” said point also being on line 5-6 of said H.E.S. No. 41;

thence along the 5-6 line of said H.E.S. No. 41N 79°06’56” W a distance of 167.22 feet to the southeast corner of the Highlands 2 Parcel; thence along the easterly boundary of said Highlands 2 Parcel the following six courses:

1. N 15°13'47" W a distance of 247.86 feet;

2. N 17°58'47" W a distance of 88.45 feet;

3. N 30°17'18" W a distance of 151.62 feet;

4. N 35°17'22" W a distance of 95.77 feet;

5. N 15°16'35" W a distance of 182.95 feet;

6. N 01°40'27" W 206.83 to the southeast corner of the Cross Creek Parcel, said parcel being described in the Special Warranty Deed recorded in the Eagle County Clerk and Recorder’s office February 10, 2022 at reception number 202202329, point also being the southeast corner of the Highlands 1 Parcel;

Thence along the easterly boundary of said Highlands 1 Parcel, N 01°40'27" W a distance of 281.58 feet to the southeast corner of the Soil Processing Parcel; thence along the southerly boundary of said Soil processing Parcel N 69°04'25" W a distance of 231.93 feet to angle point NO. 2 of H.E.S. 41;

Thence along line 1-2 N 39°24'50" E a distance of 1,104.62 feet to Angle Point 1 said point also being Angle Point 5 of H.E.S. No. 40;

thence the following two courses along said H.E.S. No. 40:

1. along line 5-6 N 23°21'23" E a distance of 1,564.21 feet to Angle Point 6;

2. along line 6-7 N 25°10'25" W a distance of 707.61 feet to Angle Point 2 of Mineral Survey 20712 “Gold Star Mill Site”;

thence along line 2-3 of said Mineral Survey 20712 “Gold Star Mill Site” N 67°56'00" W a distance of 967.24 feet to Angle Point 3 of said Mineral Survey 20712 “Gold Star Mill Site” said point also

being Angle Point 3 of Mineral Survey 20712 “Treasury Vault Mill Site”; thence along line 3-4 of said Mineral Survey 20712 “Treasury Vault Mill Site” N 67°56'00" W a distance of 403.10 feet to Angle Point 4 of said Mineral Survey 20712 “Treasury Vault Mill Site” said point also being on line 3-4 of said H.E.S. No. 46; thence along line 3-4 of said H.E.S. No. 46 N 69°12'00" E a distance of 553.58 feet to a point on a parcel described in Book 380 Page 574;

thence the following three courses along the easterly boundary of said parcel described in Book 380 Page 574:

1. N 34°17'20" E a distance of 269.23 feet;

2. N 33°47'30" W a distance of 346.69 feet;

3. N 59°40'30" W a distance of 214.88 feet to a point on the westerly boundary of the 50’ wide Eagle County School District RE 50J Access and Utility Easement described in BK 424, PG 977; thence the following three courses along the westerly boundary of said Access and Utility Easement:

1. thence N53°00'19"E a distance of 37.39 feet;
2. thence 75.67 feet along the arc of a tangent curve to the left having a radius of 151.89, a central angle of 28°32’43”, and the chord bears S38°43’55” W a distance of 74.89 feet;
3. N24°27'33"E a distance of 41.63 feet;

Thence N59°40'30” W a distance of 636.52 along the northerly boundary of Parcel 11to a point;

Thence N 00°15'50" E a distance of 285.80 feet to a point on line 1-7 of said H.E.S. No. 46 said point also being on the South line of said Section 36;

thence along said line 1-7 of H.E.S. No. 46 S 89°58'35" W a distance of 420.19 feet to the point of beginning, the Main Metro Dist Parcel containing 299.30 acres more or less.

Parcel 7 Legal Description

A parcel of land located in Section 1 of Township 6 South, Range 81 West of the Sixth Principal Meridian and consisting of that portion of Homestead Entry Survey (H.E.S.) 40 and Mineral Survey 20461 Puritan Lode situated easterly of the eastern right-of-way for U.S. Highway 24 as described in the Boundary Agreement recorded July 27, 2018 at reception number 201812787 and westerly of the western right-of-way for Union Pacific Railroad, being more particularly described as follows:

Beginning at Corner No. 2 of said H.E.S. 40, whence the Southwest corner of said Section 36 being a 2-1/2 inch GLO Brass Cap bears N 52°43'19" W a distance of 5,128.97 feet; thence along the 2-3 line of said H.E.S. 40 S 20°12'45" W a distance of 192.30 feet to a point on the1-2 line of Mineral Survey 20461 Puritan Lode; thence along said 1-2 line of said Mineral Survey 20461 Puritan Lode N 59°22'30" E a distance of 155.38 feet to a point on the western right-of-way of the Union Pacific Railroad as described in D&RGW Right-of-Way and Track Map dated June 30,

1919; thence along said western right-of-way of the Union Pacific Railroad the following two courses:

1. 26.42 feet along the arc of a non tangent curve to the right having a radius of 2408.63 feet, a central angle of 00°37'43", and the chord bears S14°03'37" W a distance of 26.42 feet;

2. 184.39 feet along the arc of a tangent curve to the right having a radius of 58445.82 feet, a central angle of 00°10'51", and the chord bears S14°27'54" W a distance of 184.39 feet to a point on the 2-3 line of the Mineral Survey 20461 Puritan Lode;

thence along said 2-3 line of the Mineral Survey 20461 Puritan Lode N 45°06'44" W a distance of 131.43 feet to the 2-3 line of said H.E.S. 40; thence along said 2-3 line of said H.E.S. 40 S 20°12'45" W a distance of 927.03 feet to a point on the eastern right-of-way of U.S. Highway 24; thence the following four courses along said eastern right-of-way of U.S. Highway 24:

1. N 01°30'38" W a distance of 546.66 feet;

2. 309.80 feet along the arc of a tangent curve to the right having a radius of 676.20 feet, a central angle of 26°15'00", and the chord bears N 11°36'52" E a distance of 307.10 feet;

3. N 24°44'22" E a distance of 422.47 feet;

4.160.49 feet along the arc of a non tangent curve to the left having a radius of 994.91 feet, a central angle of 09°14'33", and the chord bears N 20°07'14" E a distance of 160.32 feet to a point on the 1-2 line of said H.E.S. 40;

thence along said 1-2 line of said H.E.S. 40 S 21°45'15" E a distance of 321.76 feet; to the point of beginning, Parcel 7 containing 5.57 acres more or less.

EXCEPTING OUT THE INITIAL BOUNDARY LEGAL DESCRIPTIONS IN EXHIBIT A-1 OF THIS SERVICE PLAN

AND EXCEPTING THE FOLLOWING PARCEL WHICH HAS BEEN TRANSFERRED TO EAGLE RIVER WATER AND SANITATION DISTRICT AND AUTHORITY

Inlet Parcel Legal Description

A Parcel of land 40 feet in width located in H.E.S. No. 41 as patented March 7, 1912 in Section 2, Township 6 South, Range 81 West, 6thP.M., for the purpose of constructing, operating and maintaining a water supply conveyance structure consisting of open channels and/or pipelines to supply water to Bolts Lake Reservoir from the Eagle River and from Cross Creek, more particularly described as follows:

Beginning at a point on the westerly boundary of the OTP Area as described on an Exhibit prepared by Gamba & Associates, Inc., dated January 18, 2018 on behalf of Battle Mountain, whence Corner

No. 2 of said H.E.S. 41, being an original stone monument found in place, bears S64°05'1 l" W a distance of 376.68 feet;

Thence from the Point of Beginning the following 15 courses along the northerly boundary of said 40-ft wide Easement:

1. thence N24°43'37"W a distance of 57.52 feet;
2. thence N02°34'28"W a distance of 50.51 feet;
3. thence N17°36'42"E a distance of 57.23 feet;
4. thence N23°06'54"E a distance of 15.58 feet;
5. thence Nl0°13'05"E a distance of 33.85 feet;
6. thence N51°21'28"E a distance of 144.42 feet;
7. thence N80°01'14"E a distance of245.49;
8. thence N75°30'49"W a distance of 122.70 feet;
9. thence S89°25'59"W a distance of 54.63 feet;
10. thence N22°13'41"W a distance of 55.35 feet;
11. thence N51°l 7'35"E a distance of 30.98 feet;
12. thence S87°20'19"E a distance of 69.22 feet;
13. thence S43°32'09"E a distance of 86.00 feet;
14. thence N87°52'49"E a distance of 154.45 feet;
15. thence N66°03'04"E a distance of 185.03 feet to a point on the southerly boundary of the Bolts Lake Reservoir Area as described on an Exhibit prepared by Gamba & Associates, Inc., dated February 1, 2019 on behalf of Battle North LLC;

Thence the following two courses along said southerly boundary of the Bolts Lake Reservoir Area;

1. thence S53°11'01"E a distance of 19.42 feet;
2. thence N88°48'40"E a distance of 59.59 feet;

Thence leaving said southerly boundary of the Bolts Lake Reservoir Area the following 16 courses along the southerly boundary of said 40-ft wide Easement:

1. thence S66°03'04"W a distance of257.18 feet;
2. thence S87°52'49"W a distance of 180.21 feet;
3. thence N43°32'09"W a distance of 87.98 feet;
4. thence N87°20' 19"W a distance of 40.88 feet;
5. thence S22°13'41"W a distance of75.43 feet;
6. thence S89°25'59"W a distance of 86.49 feet;
7. thence N75°30'49"W a distance of 119.31 feet;
8. thence S80°01'14"W a distance of 226.60 feet;
9. thence S51°21'28"W a distance of 119.19 feet;
10. thence S10°13'05"W a distance of23.36 feet;
11. thence S23°06'54"W a distance of 18.18 feet;
12. thence Sl 7°36'42"W a distance of 48.19 feet;
13. thence S02°34'28"E a distance of 35.56 feet;
14. thence S24°43' 37"E a distance of 4.16 feet;

15. thence S10°13'05"W a distance of 16.93 feet;
16. thence Sl9°01'53"W a distance of 43.82 feet,

to the Point of Beginning, containing 1.23 acres more or less.

EXHIBIT B

CAPITAL COST DESCRIPTION AND ESTIMATE

Battle North LLC - Phase 1 - Maloit Park Development

Item No.	Description	QTY	Unit	Unit Cost (Typical)	Cost	%
GENERAL						
G1	Mobilization	1	LS	$85,000	$97,750	0.4%
G2	Mud Tracking Mitigation	1	LS	$6,000	$6,900	0.0%
G3	Erosion Control - Silt Fencing	6,000	LF	$3.50	$24,150	0.1%
G4	Erosion Control - Silt Logs	400	EA	$34.00	$15,640	0.1%
G5	Traffic Control - Barricades & Signage +	1	LS	$90,000	$103,500	0.4%
G6	Street Signs	18	EA	$550	$11,385	0.0%
G7	Revegatation (Dryland)	5	AC	$1,700	$9,775	0.0%
G8	Permenent Turf Reinforcement	10,000	SY	$12.00	$138,000	0.5%
G9	Temporary Turf Reinforcement	2,200	SY	$9.00	$22,770	0.1%
G10	Guard Rail	250	LF	$160	$46,000	0.2%
G11	Pavement Striping	1	LS	$2,500	$2,875	0.0%
G12	Landscape	1	LS	$45,000	$51,750	0.2%
			Item Subtotal		$530,495	1.9%
EARTHWORK						
D1	Top Soil Removal & Replacement	5,000	CY	$22.50	$129,375	0.5%
D2	Site Excavation (Cut/Fill & Compaction)	12,500	CY	$22.00	$316,250	1.2%
D3	Fill Import (from Reservoir Site)	30,000	CY	$22.00	$759,000	2.8%
			Item Subtotal		$1,204,625	4.4%
SANITARY SEWER						
S1	8" PVC Sewer Main	9,000	LF	$91	$941,850	3.4%
S2	4' Dia Concrete Manhole	25	EA	$5,800	$166,750	0.6%
S3	4' Dia Concrete Manhole w/Cast-Inplace Base	0	EA	$8,600	$0	0.0%
S4	Core Existing Manhole for New 8" pipe	2	EA	$6,500	$14,950	0.1%
S5	4" PVC Sewer Service	150	EA	$3,600	$621,000	2.3%
S6	Manhole Removal	2	EA	$2,600	$5,980	0.0%
S7	Plug Abandond Sewer Main Pipe Ends	0	EA	$1,000	$0	0.0%
S8	Manhole Cone Rotation, Adjust Rim & New	4	EA	$2,600	$11,960	0.0%
S9	Manhole Rim Elev Adjustment	4	EA	$600	$2,760	0.0%
			Item Subtotal		$1,765,250	6.4%
POTABLE WATER						
W1	8" Tee Connection w/8" GV and 10"x8" Reducer	0	EA	$22,000	$0	0.0%
W2	8" Tee Connection w/Two 8" GV's & Plug	1	EA	$16,000	$18,400	0.1%
W3	8" C900 Water Main (includes fittings &	9,000	EA	$120.00	$1,242,000	4.5%
W4	8" Gate Valve	8	EA	$3,600	$33,120	0.1%
W5	Sleeve & Insulation for SewerLine Crossings	150	LF	$200	$34,500	0.1%
W6	Fire Hydrant w/ GV, C900 Pipe, Tee, Restraints	23	EA	$10,800	$285,660	1.0%
W7	PureCore Water Service w/Wettap, Saddle,Corp	150	EA	$5,600	$966,000	3.5%
W8	Air Vac Valve w/ Vault, fittings, service line &	1	EA	$8,000	$9,200	0.0%
			Item Subtotal		$2,588,880	9.4%
POTABLE WATER PLANT						
WTP1	400,000 Gal Storage Tank	400,000	GAL	$3	$1,380,000	5.0%
WTP2	8" C900 Water Main (includes fittings &	1,500	LF	$120	$207,000	0.8%
WTP3	Package Water Treatment Plant (250 GPM)	1	EA	$5000000	$5,750,000	21.0%
WTP4	Site Prep	1	EA	$250000	$287,500	1.0%
WTP5	WTP Building	1	EA	$2500000	$2,875,000	10.5%
WTP6	Meter/Valve Vault (includes, fiittings, Valves,	1	LS	$250,000	$287,500	1.0%
			Item Subtotal		$10,787,000	39.3%

Battle North LLC - Phase 1 - Maloit Park Development

Item No.	Description	QTY	Unit	Unit Cost (Typical)	Cost	%
DRAINAGE						
D1	18" Nominal Angular RipRap	200	Ton	$154.00	$35,420	0.1%
D2	Concrete Headwall & Wingwall Structures for	1	EA	$11,000	$12,650	0.0%
D3	24" RCP Culvert	40	LF	$165	$7,590	0.0%
D4	18" ADS-N12 Culvert	1500	LF	$120	$207,000	0.8%
D5	18" Flared End Sections	6	EA	$480	$3,312	0.0%
D6	Type R Inlet w/Snout & Bio-skirts	15	EA	$11,500	$198,375	0.7%
D7	Nyloplast Single Inlet w Snout & Bio-skirts	2	EA	$9,000	$20,700	0.1%
D8	Nyloplast Double Inlet w Snout & Bio-skirts	2	EA	$13,250	$30,475	0.1%
D9	Ditch Gabion Check Dams	48	EA	$725	$40,020	0.1%
			Item Subtotal		$555,542	2.0%
UTILITY RELOCATION						
U1	Relocated Gas Transmission Line	1	EA	$550000	$632,500	2.3%
			Item Subtotal		$632,500	2.3%
ROADS, CURB & Apron, Pans & Sidewalk						
R1	Asphalt Saw Cut & Rotomill	200	LF	$22	$5,060	0.0%
R2	Maloit Road Demo & Subgrade Prep &	1,750	SY	$7	$14,088	0.1%
R3	Class 6 ABC for Roads, Drives, Curbs, Aprons,	10,525	Ton	$41	$496,254	1.8%
R4	18" Standard Vertical & Mountable Curb &	11,630	LF	$40	$534,980	2.0%
R5	12" Spill Curb Edge	5000	LF	$36	$207,000	0.8%
R6	Curb Return Apron Fillets & Valley Pans	4,500	SF	$18	$93,150	0.3%
R7	5' Sidewalk	2,869	SF	$14	$46,191	0.2%
R8	On-Site Roads ADA ramps	850	SF	$14	$13,685	0.0%
R9	3" Asphatlc Pavement	125	Ton	$180	$25,875	0.1%
R10	4" Asphatlc Pavement	3,230	Ton	$158	$586,891	2.1%
R11	Parking Areas	1,500	Ton	$159	$274,275	1.0%
R12	Public Transportation Bus Stop	1	EA	$1000000	$1,150,000	4.2%
R11	HW 24 Intersection Improvements	1	EA	$2000000	$2,300,000	8.4%
R12	Bridges	2	EA	$1500000	$3,450,000	12.6%
					$9,197,448	33.5%
TRAILS						
T1	Trail 53 Parking Space Site Grading/Subgrade	1	LS	$6,000	$6,900	0.0%
T2	Trail 53 Parking Space - 6" Class 6 ABC	180	Ton	$41	$8,487	0.0%
T3	ECO Trail Class 6 ABC	500	Ton	$41	$23,575	0.1%
T4	ECO Trail 3" Asphalt	150	Ton	$168	$28,980	0.1%
T5	ECO Trail ADA ramps	175	SF	$22	$4,428	0.0%
T6	ECO Trail Bridge (To be determined)	1	LS	$75,000	$86,250	0.3%
T7	Onsite 3' wide Trail (6" Compacted crusher	500	LF	$22	$12,650	0.0%
			Item Subtotal		$171,270	0.6%
				CONSTRUCTION TOTAL	$27,433,010	100.0%
OTHER SERVICES & COSTS						
A1	Construction Survey		2.0%		$548,660	2.0%
A2	Testing (water, sewer, compaction)		2.0%		$548,660	2.0%
A3	Overhead		8.0%		$2,194,641	5.0%
A4	BOND		1.5%		$411,495	1.5%
A5	Civil Engineering		4.0%		$1,097,320	4.0%
A6	Construction Observation		1.0%		$274,330	1.0%
A7	Contingincy (12%)		12.0%		$3,291,961	12.0%
			Item Subtotal		$8,367,068	
				TOTAL COST	$35,800,078	100.0%

Battle North LLC - Phase 2 - Reservoir Development

Item No.	Description	QTY	Unit	Unit Cost (Typical)	Cost	%
GENERAL						
G1	Mobilization	1	LS	$85,000	$97,750	0.9%
G2	Mud Tracking Mitigation	1	LS	$6,000	$6,900	0.1%
G3	Erosion Control - Silt Fencing	2,500	LF	$3.50	$10,063	0.1%
G4	Erosion Control - Silt Logs	200	EA	$34.00	$7,820	0.1%
G5	Traffic Control - Barricades & Signage +	1	LS	$90,000	$103,500	1.0%
G6	Street Signs	5	EA	$550	$3,163	0.0%
G7	Revegatation (Dryland)	5	AC	$1,700	$9,775	0.1%
G8	Permenent Turf Reinforcement	5,000	SY	$12.00	$69,000	0.6%
G9	Temporary Turf Reinforcement	1,000	SY	$9.00	$10,350	0.1%
G10	Pavement Striping	1	LS	$2,500	$2,875	0.0%
G11	Landscape	1	LS	$45,000	$51,750	0.5%
			Item Subtotal		$372,945	3.4%
EARTHWORK						
D1	Top Soil Removal & Replacement	2,500	CY	$22.50	$64,688	0.6%
D2	Site Excavation (Cut/Fill & Compaction)	7,500	CY	$22.00	$189,750	1.7%
D3	Fill Import (from Reservoir Site)	5,000	CY	$22.00	$126,500	1.2%
			Item Subtotal		$380,938	3.5%
SANITARY SEWER						
S1	8" PVC Sewer Main	11,850	LF	$91	$1,240,103	11.4%
S2	4' Dia Concrete Manhole	30	EA	$5,800	$200,100	1.8%
S3	4" Dia Force Main	500	EA	$65	$37,375	0.3%
S4	Sewer Pump Station	1	EA	$500,000	$575,000	5.3%
S5	4" PVC Sewer Service	75	EA	$3,600	$310,500	2.9%
			Item Subtotal		$2,363,078	21.7%
POTABLE WATER						
W1	Booster Pump Station	1	EA	$500,000	$575,000	5.3%
W2	8" Tee Connection w/Two 8" GV's & Plug	4	EA	$16,000	$73,600	0.7%
W3	8" C900 Water Main (includes fittings &	11,850	EA	$120.00	$1,635,300	15.0%
W4	8" Gate Valve	10	EA	$3,600	$41,400	0.4%
W5	Sleeve & Insulation for SewerLine Crossings	75	LF	$200	$17,250	0.2%
W6	Fire Hydrant w/ GV, C900 Pipe, Tee, Restraints	15	EA	$10,800	$186,300	1.7%
W7	PureCore Water Service w/Wettap, Saddle,Corp	75	EA	$5,600	$483,000	4.4%
W8	Air Vac Valve w/ Vault, fittings, service line &	1	EA	$8,000	$9,200	0.1%
			Item Subtotal		$3,021,050	27.7%
DRAINAGE						
D1	18" Nominal Angular RipRap	100	Ton	$154.00	$17,710	0.2%
D2	Concrete Headwall & Wingwall Structures for	1	EA	$11,000	$12,650	0.1%
D3	24" RCP Culvert	40	LF	$165	$7,590	0.1%
D4	18" ADS-N12 Culvert	300	LF	$120	$41,400	0.4%
D5	18" Flared End Sections	4	EA	$480	$2,208	0.0%
D6	Ditch Gabion Check Dams	20	EA	$725	$16,675	0.2%
			Item Subtotal		$98,233	0.9%

Battle North LLC - Phase 2 - Reservoir Development

Item No.	Description	QTY	Unit	Unit Cost (Typical)	Cost	%
ROADS, CURB & Apron, Pans & Sidewalk						
R3	Class 6 ABC for Roads, Drives, Curbs, Aprons,	15,840	Ton	$41	$746,856	6.9%
R4	18" Standard Vertical & Mountable Curb &	4,000	LF	$40	$184,000	1.7%
R5	12" Spill Curb Edge	2,000	LF	$36	$82,800	0.8%
R6	Curb Return Apron Fillets & Valley Pans	2,000	SF	$18	$41,400	0.4%
R7	5' Sidewalk	3,000	SF	$14	$48,300	0.4%
R8	On-Site Roads ADA ramps	250	SF	$14	$4,025	0.0%
R9	3" Asphatlc Pavement	125	Ton	$180	$25,875	0.2%
R10	4" Asphatlc Pavement	4,000	Ton	$158	$726,800	6.7%
R11	Parking Areas	500	Ton	$159	$91,425	0.8%
R12	Public Transportation Bus Stop	1	EA	$1000000	$1,150,000	10.6%
R11	HW 24 Intersection Improvements	1	EA	$1000000	$1,150,000	10.6%
					$4,251,481	39.0%
TRAILS						
T1	Trail 53 Parking Space Site Grading/Subgrade	1	LS	$6,000	$6,900	0.1%
T2	Trail 53 Parking Space - 6" Class 6 ABC	900	Ton	$41	$42,435	0.4%
T3	ECO Trail Class 6 ABC	500	Ton	$41	$23,575	0.2%
T4	ECO Trail 3" Asphalt	1500	Ton	$168	$289,800	2.7%
T5	ECO Trail ADA ramps	175	SF	$22	$4,428	0.0%
T6	Onsite 3' wide Trail (6" Compacted crusher	1500	LF	$22	$37,950	0.3%
			Item Subtotal		$405,088	3.7%
				CONSTRUCTION TOTAL	$10,892,812	100.0%
OTHER SERVICES & COSTS						
A1	Construction Survey		2.0%		$217,856	2.0%
A2	Testing (water, sewer, compaction)		2.0%		$217,856	2.0%
A3	Overhead		8.0%		$871,425	8.0%
A4	BOND		1.5%		$163,392	1.5%
A5	Civil Engineering		4.0%		$435,712	4.0%
A6	Construction Observation		1.0%		$108,928	1.0%
A7	Contingincy (30%)		30.0%		$3,049,987	30.0%
			Item Subtotal		$5,065,157	
				TOTAL COST	$15,957,969	100.0%

EXHIBIT C

FINANCIAL PLAN

BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3

Eagle County, Colorado

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GENERAL OBLIGATION BONDS, SERIES 2026
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2036

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Service Plan

Bond Assumptions	**Series 2026**	**Series 2036**	**Total**
Closing Date	12/1/2026	12/1/2036	
First Call Date	12/1/2031	12/1/2046	
Final Maturity	12/1/2056	12/1/2066	
Sources of Funds			
Par Amount	35,920,000	54,070,000	**89,990,000**
Funds on Hand	0	4,788,271	**4,788,271**
Total	35,920,000	58,858,271	**94,778,271**
Uses of Funds			
Project Fund	**$27,193,329**	**$23,827,921**	**$51,021,250**
Refunding Escrow	0	34,560,000	**34,560,000**
Debt Service Reserve	3,218,271	0	**3,218,271**
Capitalized Interest	4,490,000	0	**4,490,000**
Costs of Issuance	1,018,400	470,350	**1,488,750**
Total	35,920,000	58,858,271	**94,778,271**
Bond Features			
Projected Coverage	100x	100x	
Tax Status	Tax-Exempt	Tax-Exempt	
Rating	Non-Rated	Inv. Grade	
Average Coupon	5.000%	4.000%	
Annual Trustee Fee	$4,000	$4,000	
Biennial Reassessment			
Residential	6.00%	6.00%	
Commercial	2.00%	2.00%	

Taxing Authority Assumptions	
Metropolitan District Revenue	
Residential Assessment Ratio	
Service Plan Gallagherization Base	7.15%
Current Assumption	7.15%
Debt Service Mills	
Service Plan Mill Levy Cap	50.000
Maximum Adjusted Cap	50.000
Target Mill Levy	50.000
Specific Ownership Taxes	6.00%
County Treasurer Fee	3.00%
Operations	
Operations Mill Levy	10.000
Total Mill Levy	60.000

BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3
Development Summary

	Residential								
	SFD (wav)	Product 2	Product 3	Product 4	Product 5	Product 6	Product 7	Product 8	Total Residential
Statutory Actual Value (2024)	$1,850,000	$	$	$	$	$	$	$	
2024	-	-	-	-	-	-	-	-	-
2025	-	-	-	-	-	-	-	-	-
2026	75	-	-	-	-	-	-	-	75
2027	75	-	-	-	-	-	-	-	75
2028	75	-	-	-	-	-	-	-	75
2029	-	-	-	-	-	-	-	-	-
2030	-	-	-	-	-	-	-	-	-
2031	-	-	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-	-	-
2054	-	-	-	-	-	-	-	-	-
2055	-	-	-	-	-	-	-	-	-
Total Units	225	-	-	-	-	-	-	-	225
Total Statutory Actual Value	$416,250,000	$	$	$	$	$	$	$	$416,250,000

BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3
Development Summary

	Commercial								
	Commercial (tbd)	Product B	Product C	Product D	Product E	Product F	Product G	Product H	Total Commercial
Statutory Actual Value (2024)	$200	$	$	$	$	$	$	$	
2024	-	-	-	-	-	-	-	-	-
2025	-	-	-	-	-	-	-	-	-
2026	25,000	-	-	-	-	-	-	-	25,000
2027	25,000	-	-	-	-	-	-	-	25,000
2028	-	-	-	-	-	-	-	-	-
2029	-	-	-	-	-	-	-	-	-
2030	-	-	-	-	-	-	-	-	-
2031	-	-	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-	-	-
2054	-	-	-	-	-	-	-	-	-
2055	-	-	-	-	-	-	-	-	-
Total Units	50,000	-	-	-	-	-	-	-	50,000
Total Statutory Actual Value	$10,000,000	$	$	$	$	$	$	$	$10,000,000

BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3
Assessed Value Calculation

	Vacant Land		Residential				Commercial				Total
	Cumulative Statutory Actual Value[1]	Assessed Value in Collection Year (2-year lag) 29.00%	Total Residential Units	Biennial Reassessment 6.00%	Cumulative Statutory Actual Value	Assessed Value in Collection Year (2-year lag) 7.15%	Total Commercial SF	Biennial Reassessment 2.00%	Cumulative Statutory Actual Value	Assessed Value in Collection Year (2-year lag) @ 29.00%	Assessed Value in Collection Year (2-year lag)
2023	0	0	0		0	*0*	0		0	0	0
2024	0	0	0	0	0	*0*	0	0	0	*0*	0
2025	14,375,000	0	0		0	0	0		0	0	0
2026	14,375,000	0	75	0	144,355,500	0	25,000	0	5,202,000	0	0
2027	13,875,000	4,168,750	75		291,598,110	0	25,000		10,508,040	0	4,168,750
2028	0	4,168,750	75	17,495,887	459,281,459	10,321,418	0	210,161	10,718,201	1,508,580	15,998,748
2029	0	4,023,750	0		459,281,459	20,849,265	0		10,718,201	3,047,332	27,920,346
2030	0	0	0	27,556,888	486,838,346	32,838,624	0	214,364	10,932,565	3,108,278	35,946,903
2031	0	0	0		486,838,346	32,838,624	0		10,932,565	3,108,278	35,946,903
2032	0	0	0	29,210,301	516,048,647	34,808,942	0	218,651	11,151,216	3,170,444	37,979,386
2033	0	0	0		516,048,647	34,808,942	0		11,151,216	3,170,444	37,979,386
2034	0	0	0	30,962,919	547,011,566	36,897,478	0	223,024	11,374,240	3,233,853	40,131,331
2035	0	0	0		547,011,566	36,897,478	0		11,374,240	3,233,853	40,131,331
2036	0	0	0	32,820,694	579,832,260	39,111,327	0	227,485	11,601,725	3,298,530	42,409,857
2037	0	0	0		579,832,260	39,111,327	0		11,601,725	3,298,530	42,409,857
2038	0	0	0	34,789,936	614,622,195	41,458,007	0	232,035	11,833,760	3,364,500	44,822,507
2039	0	0	0		614,622,195	41,458,007	0		11,833,760	3,364,500	44,822,507
2040	0	0	0	36,877,332	651,499,527	43,945,487	0	236,675	12,070,435	3,431,790	47,377,277
2041	0	0	0		651,499,527	43,945,487	0		12,070,435	3,431,790	47,377,277
2042	0	0	0	39,089,972	690,589,499	46,582,216	0	241,409	12,311,844	3,500,426	50,082,642
2043	0	0	0		690,589,499	46,582,216	0		12,311,844	3,500,426	50,082,642
2044	0	0	0	41,435,370	732,024,869	49,377,149	0	246,237	12,558,081	3,570,435	52,947,584
2045	0	0	0		732,024,869	49,377,149	0		12,558,081	3,570,435	52,947,584
2046	0	0	0	43,921,492	775,946,361	52,339,778	0	251,162	12,809,242	3,641,843	55,981,621
2047	0	0	0		775,946,361	52,339,778	0		12,809,242	3,641,843	55,981,621
2048	0	0	0	46,556,782	822,503,143	55,480,165	0	256,185	13,065,427	3,714,680	59,194,845
2049	0	0	0		822,503,143	55,480,165	0		13,065,427	3,714,680	59,194,845
2050	0	0	0	49,350,189	871,853,331	58,808,975	0	261,309	13,326,736	3,788,974	62,597,949
2051	0	0	0		871,853,331	58,808,975	0		13,326,736	3,788,974	62,597,949
2052	0	0	0	52,311,200	924,164,531	62,337,513	0	266,535	13,593,270	3,864,753	66,202,266
2053	0	0	0		924,164,531	62,337,513	0		13,593,270	3,864,753	66,202,266
2054	0	0	0	55,449,872	979,614,403	66,077,764	0	271,865	13,865,136	3,942,048	70,019,812
2055	0	0	0		979,614,403	66,077,764	0		13,865,136	3,942,048	70,019,812
2056	0	0	0	58,776,864	1,038,391,267	70,042,430	0	277,303	14,142,438	4,020,889	74,063,319
2057	0	0	0		1,038,391,267	70,042,430	0		14,142,438	4,020,889	74,063,319
2058	0	0	0	62,303,476	1,100,694,743	74,244,976	0	282,849	14,425,287	4,101,307	78,346,283
2059	0	0	0		1,100,694,743	74,244,976	0		14,425,287	4,101,307	78,346,283
2060	0	0	0	66,041,685	1,166,736,428	78,699,674	0	288,506	14,713,793	4,183,333	82,883,007
2061	0	0	0		1,166,736,428	78,699,674	0		14,713,793	4,183,333	82,883,007
2062	0	0	0	70,004,186	1,236,740,613	83,421,655	0	294,276	15,008,069	4,267,000	87,688,654
2063	0	0	0		1,236,740,613	83,421,655	0		15,008,069	4,267,000	87,688,654
2064	0	0	0	74,204,437	1,310,945,050	88,426,954	0	300,161	15,308,230	4,352,340	92,779,294
2065	0	0	0		1,310,945,050	88,426,954	0		15,308,230	4,352,340	92,779,294
2066	0	0	0	78,656,703	1,389,601,753	93,732,571	0	306,165	15,614,395	4,439,387	98,171,958
Total			225	947,816,181			50,000	5,106,355			

1. Vacant land value calculated in year prior to construction as 10% of built-out market value
2. Manual adjustment to actual value per assessor
3. SFD RAR Assumes 6.95% in '23, 6.70% in '24; back to 7.15% thereafter

BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3
Revenue Calculation

	District Mill Levy Revenue				Expenses		Total
	Assessed Value in Collection Year (2-year lag)	Debt Mill Levy 50.000 Cap 50.000 Target	Debt Mill Levy Collections 99.5%	Specific Ownership Taxes 6.00%	County Treasurer Fee 3.00%	Annual Trustee Fee $4,000	Revenue Available for Debt Service
2023	0	0.000	0	0	0	0	0
2024	0	0.000	0	0	0	0	0
2025	0	0.000	0	0	0	0	0
2026	0	50.000	0	0	0	0	0
2027	4,168,750	50.000	207,395	12,444	(6,222)	(4,000)	209,617
2028	15,998,748	50.000	795,938	47,756	(23,878)	(4,000)	815,816
2029	27,920,346	50.000	1,389,037	83,342	(41,671)	(4,000)	1,426,708
2030	35,946,903	50.000	1,788,358	107,302	(53,651)	(4,000)	1,838,009
2031	35,946,903	50.000	1,788,358	107,302	(53,651)	(4,000)	1,838,009
2032	37,979,386	50.000	1,889,474	113,368	(56,684)	(4,000)	1,942,159
2033	37,979,386	50.000	1,889,474	113,368	(56,684)	(4,000)	1,942,159
2034	40,131,331	50.000	1,996,534	119,792	(59,896)	(4,000)	2,052,430
2035	40,131,331	50.000	1,996,534	119,792	(59,896)	(4,000)	2,052,430
2036	42,409,857	50.000	2,109,890	126,593	(63,297)	(4,000)	2,169,187
2037	42,409,857	50.000	2,109,890	126,593	(63,297)	(4,000)	2,169,187
2038	44,822,507	50.000	2,229,920	133,795	(66,898)	(4,000)	2,292,817
2039	44,822,507	50.000	2,229,920	133,795	(66,898)	(4,000)	2,292,817
2040	47,377,277	50.000	2,357,020	141,421	(70,711)	(4,000)	2,423,730
2041	47,377,277	50.000	2,357,020	141,421	(70,711)	(4,000)	2,423,730
2042	50,082,642	50.000	2,491,611	149,497	(74,748)	(4,000)	2,562,360
2043	50,082,642	50.000	2,491,611	149,497	(74,748)	(4,000)	2,562,360
2044	52,947,584	50.000	2,634,142	158,049	(79,024)	(4,000)	2,709,167
2045	52,947,584	50.000	2,634,142	158,049	(79,024)	(4,000)	2,709,167
2046	55,981,621	50.000	2,785,086	167,105	(83,553)	(4,000)	2,864,638
2047	55,981,621	50.000	2,785,086	167,105	(83,553)	(4,000)	2,864,638
2048	59,194,845	50.000	2,944,944	176,697	(88,348)	(4,000)	3,029,292
2049	59,194,845	50.000	2,944,944	176,697	(88,348)	(4,000)	3,029,292
2050	62,597,949	50.000	3,114,248	186,855	(93,427)	(4,000)	3,203,675
2051	62,597,949	50.000	3,114,248	186,855	(93,427)	(4,000)	3,203,675
2052	66,202,266	50.000	3,293,563	197,614	(98,807)	(4,000)	3,388,370
2053	66,202,266	50.000	3,293,563	197,614	(98,807)	(4,000)	3,388,370
2054	70,019,812	50.000	3,483,486	209,009	(104,505)	(4,000)	3,583,990
2055	70,019,812	50.000	3,483,486	209,009	(104,505)	(4,000)	3,583,990
2056	74,063,319	50.000	3,684,650	221,079	(110,540)	(4,000)	3,791,190
2057	74,063,319	50.000	3,684,650	221,079	(110,540)	(4,000)	3,791,190
2058	78,346,283	50.000	3,897,728	233,864	(116,932)	(4,000)	4,010,659
2059	78,346,283	50.000	3,897,728	233,864	(116,932)	(4,000)	4,010,659
2060	82,883,007	50.000	4,123,430	247,406	(123,703)	(4,000)	4,243,133
2061	82,883,007	50.000	4,123,430	247,406	(123,703)	(4,000)	4,243,133
2062	87,688,654	50.000	4,362,511	261,751	(130,875)	(4,000)	4,489,386
2063	87,688,654	50.000	4,362,511	261,751	(130,875)	(4,000)	4,489,386
2064	92,779,294	50.000	4,615,770	276,946	(138,473)	(4,000)	4,750,243
2065	92,779,294	50.000	4,615,770	276,946	(138,473)	(4,000)	4,750,243
2066	98,171,958	50.000	4,884,055	293,043	(146,522)	(4,000)	5,026,577
Total			114,881,152	6,892,869	(3,446,435)	(160,000)	118,167,586

BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3
Senior Debt Service

	Total	Net Debt Service				Senior Surplus Fund			Ratio Analysis	
		Series 2026	Series 2036							
	Revenue Available for Debt Service	Dated: 12/1/26 Par: $35,920,000 Proj: $27,193,329	Dated: 12/1/36 Par: $54,070,000 Proj: $23,827,921 Esc: $34,560,000	Total	Funds on Hand as a Source	Annual Surplus	Cumulative Balance $3,592,000 Max	Released Revenue	Senior Debt to Assessed Value	Debt Service Coverage
2023	0									
2024	0									
2025	0									
2026	0	0		0		0	*0*	*0*	n/a	n/a
2027	209,617	0		0		209,617	*209,617*	*0*	862%	n/a
2028	815,816	0		0		815,816	*1,025,433*	*0*	225%	n/a
2029	1,426,708	898,000		898,000		528,708	*1,554,141*	*0*	129%	159%
2030	1,838,009	1,836,000		1,836,000		2,009	*1,556,151*	*0*	100%	100%
2031	1,838,009	1,834,000		1,834,000		4,009	*1,560,160*	*0*	100%	100%
2032	1,942,159	1,937,000		1,937,000		5,159	*1,565,318*	*0*	94%	100%
2033	1,942,159	1,939,750		1,939,750		2,409	*1,567,727*	*0*	94%	100%
2034	2,052,430	2,052,000		2,052,000		430	*1,568,157*	*0*	89%	100%
2035	2,052,430	2,048,250		2,048,250		4,180	*1,572,336*	*0*	88%	100%
2036	2,169,187	2,169,000	0	2,169,000	$1,570,000	(1,569,813)	2,524	0	82%	100%
2037	2,169,187	Ref'd by Ser. '36	2,162,800	2,162,800		6,387	8,911	0	127%	100%
2038	2,292,817		2,292,800	2,292,800		17	8,928	0	121%	100%
2039	2,292,817		2,292,600	2,292,600		217	9,145	0	120%	100%
2040	2,423,730		2,422,200	2,422,200		1,530	10,675	0	114%	100%
2041	2,423,730		2,421,400	2,421,400		2,330	13,006	0	113%	100%
2042	2,562,360		2,560,200	2,560,200		2,160	15,165	0	106%	100%
2043	2,562,360		2,558,000	2,558,000		4,360	19,525	0	105%	100%
2044	2,709,167		2,705,200	2,705,200		3,967	23,492	0	99%	100%
2045	2,709,167		2,705,800	2,705,800		3,367	26,858	0	98%	100%
2046	2,864,638		2,860,400	2,860,400		4,238	31,096	0	91%	100%
2047	2,864,638		2,862,800	2,862,800		1,838	32,935	0	90%	100%
2048	3,029,292		3,028,800	3,028,800		492	33,427	0	84%	100%
2049	3,029,292		3,026,800	3,026,800		2,492	35,918	0	82%	100%
2050	3,203,675		3,203,200	3,203,200		475	36,394	0	76%	100%
2051	3,203,675		3,200,800	3,200,800		2,875	39,269	0	74%	100%
2052	3,388,370		3,386,400	3,386,400		1,970	41,239	0	67%	100%
2053	3,388,370		3,387,400	3,387,400		970	42,208	0	65%	100%
2054	3,583,990		3,580,800	3,580,800		3,190	45,399	0	59%	100%
2055	3,583,990		3,583,800	3,583,800		190	45,589	0	56%	100%
2056	3,791,190		3,788,600	3,788,600		2,590	48,179	0	51%	100%
2057	3,791,190		3,787,000	3,787,000		4,190	52,368	0	47%	100%
2058	4,010,659		4,006,800	4,006,800		3,859	56,228	0	42%	100%
2059	4,010,659		4,009,000	4,009,000		1,659	57,887	0	38%	100%
2060	4,243,133		4,241,800	4,241,800		1,333	59,219	0	33%	100%
2061	4,243,133		4,240,800	4,240,800		2,333	61,552	0	29%	100%
2062	4,489,386		4,484,800	4,484,800		4,586	66,138	0	24%	100%
2063	4,489,386		4,488,800	4,488,800		586	66,724	0	20%	100%
2064	4,750,243		4,746,800	4,746,800		3,443	70,167	0	14%	100%
2065	4,750,243		4,748,400	4,748,400		1,843	72,010	0	10%	100%
2066	5,026,577		5,023,200	5,023,200		3,377	0	75,386	5%	100%
Total	118,167,586	14,714,000	101,808,200	116,522,200	1,570,000	75,386		75,386		

BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3
Operations Projection

	Total	Operations Revenue				Total	Total Mills
	Assessed Value in Collection Year (2-year lag)	Operations Mill Levy 10.000 Target	Ops Mill Levy Collections 99.5%	Specific Ownership Taxes 6%	County Treasurer Fee 3.00%	Revenue Available for Operations	Total District Mills
2023							
2024							
2025							
2026	0	10.000	0	0	0	0	60.000
2027	4,168,750	10.000	41,479	2,489	(1,244)	42,723	60.000
2028	15,998,748	10.000	159,188	9,551	(4,776)	163,963	60.000
2029	27,920,346	10.000	277,807	16,668	(8,334)	286,142	60.000
2030	35,946,903	10.000	357,672	21,460	(10,730)	368,402	60.000
2031	35,946,903	10.000	357,672	21,460	(10,730)	368,402	60.000
2032	37,979,386	10.000	377,895	22,674	(11,337)	389,232	60.000
2033	37,979,386	10.000	377,895	22,674	(11,337)	389,232	60.000
2034	40,131,331	10.000	399,307	23,958	(11,979)	411,286	60.000
2035	40,131,331	10.000	399,307	23,958	(11,979)	411,286	60.000
2036	42,409,857	10.000	421,978	25,319	(12,659)	434,637	60.000
2037	42,409,857	10.000	421,978	25,319	(12,659)	434,637	60.000
2038	44,822,507	10.000	445,984	26,759	(13,380)	459,363	60.000
2039	44,822,507	10.000	445,984	26,759	(13,380)	459,363	60.000
2040	47,377,277	10.000	471,404	28,284	(14,142)	485,546	60.000
2041	47,377,277	10.000	471,404	28,284	(14,142)	485,546	60.000
2042	50,082,642	10.000	498,322	29,899	(14,950)	513,272	60.000
2043	50,082,642	10.000	498,322	29,899	(14,950)	513,272	60.000
2044	52,947,584	10.000	526,828	31,610	(15,805)	542,633	60.000
2045	52,947,584	10.000	526,828	31,610	(15,805)	542,633	60.000
2046	55,981,621	10.000	557,017	33,421	(16,711)	573,728	60.000
2047	55,981,621	10.000	557,017	33,421	(16,711)	573,728	60.000
2048	59,194,845	10.000	588,989	35,339	(17,670)	606,658	60.000
2049	59,194,845	10.000	588,989	35,339	(17,670)	606,658	60.000
2050	62,597,949	10.000	622,850	37,371	(18,685)	641,535	60.000
2051	62,597,949	10.000	622,850	37,371	(18,685)	641,535	60.000
2052	66,202,266	10.000	658,713	39,523	(19,761)	678,474	60.000
2053	66,202,266	10.000	658,713	39,523	(19,761)	678,474	60.000
2054	70,019,812	10.000	696,697	41,802	(20,901)	717,598	60.000
2055	70,019,812	10.000	696,697	41,802	(20,901)	717,598	60.000
2056	74,063,319	10.000	736,930	44,216	(22,108)	759,038	60.000
2057	74,063,319	10.000	736,930	44,216	(22,108)	759,038	60.000
2058	78,346,283	10.000	779,546	46,773	(23,386)	802,932	60.000
2059	78,346,283	10.000	779,546	46,773	(23,386)	802,932	60.000
2060	82,883,007	10.000	824,686	49,481	(24,741)	849,427	60.000
2061	82,883,007	10.000	824,686	49,481	(24,741)	849,427	60.000
2062	87,688,654	10.000	872,502	52,350	(26,175)	898,677	60.000
2063	87,688,654	10.000	872,502	52,350	(26,175)	898,677	60.000
2064	92,779,294	10.000	923,154	55,389	(27,695)	950,849	60.000
2065	92,779,294	10.000	923,154	55,389	(27,695)	950,849	60.000
2066	98,171,958	10.000	976,811	58,609	(29,304)	1,006,115	60.000
Total			22,976,230	1,378,574	(689,287)	23,665,517	

SOURCES AND USES OF FUNDS

BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3
EAGLE COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2026
50.000 (target) Mills
Non-Rated, 100x, 2056 Final Maturity
(SERVICE PLAN: Full Growth + 6.00% Residential & 2.00% Commercial Bi-Reassessment Projections)
~~~

Dated Date	12/01/2026
Delivery Date	12/01/2026

Sources:	
Bond Proceeds:	
Par Amount	35,920,000.00
	35,920,000.00

Uses:	
Project Fund Deposits:	
Project Fund	27,193,329.17
Other Fund Deposits:	
Capitalized Interest Fund	4,490,000.00
Debt Service Reserve	3,218,270.83
	7,708,270.83
Delivery Date Expenses:	
Cost of Issuance	300,000.00
Underwriter's Discount	718,400.00
	1,018,400.00
	35,920,000.00

BOND SUMMARY STATISTICS

BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3
EAGLE COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2026
50.000 (target) Mills
Non-Rated, 100x, 2056 Final Maturity
(SERVICE PLAN: Full Growth + 6.00% Residential & 2.00% Commercial Bi-Reassessment Projections)
~~~

Dated Date	12/01/2026
Delivery Date	12/01/2026
First Coupon	06/01/2027
Last Maturity	12/01/2056
Arbitrage Yield	5.000000%
True Interest Cost (TIC)	5.152743%
Net Interest Cost (NIC)	5.000000%
All-In TIC	5.217869%
Average Coupon	5.000000%
Average Life (years)	23.006
Weighted Average Maturity (years)	23.006
Duration of Issue (years)	13.506
Par Amount	35,920,000.00
Bond Proceeds	35,920,000.00
Total Interest	41,318,500.00
Net Interest	42,036,900.00
Bond Years from Dated Date	826,370,000.00
Bond Years from Delivery Date	826,370,000.00
Total Debt Service	77,238,500.00
Maximum Annual Debt Service	3,790,500.00
Average Annual Debt Service	2,574,616.67
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 2056	35,920,000.00	100.000	5.000%	23.006	12/02/2049	55,676.00
	35,920,000.00			23.006		55,676.00

	TIC	All-In TIC	Arbitrage Yield
Par Value	35,920,000.00	35,920,000.00	35,920,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-718,400.00	-718,400.00	
- Cost of Issuance Expense		-300,000.00	
- Other Amounts			
Target Value	35,201,600.00	34,901,600.00	35,920,000.00
Target Date	12/01/2026	12/01/2026	12/01/2026
Yield	5.152743%	5.217869%	5.000000%

NET DEBT SERVICE

BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3
EAGLE COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2026
50.000 (target) Mills
Non-Rated, 100x, 2056 Final Maturity
(SERVICE PLAN: Full Growth + 6.00% Residential & 2.00% Commercial Bi-Reassessment Projections)
~~~

Period Ending	Principal	Interest	Total Debt Service	Capitalized Interest Fund	Net Debt Service
12/01/2027		1,796,000.00	1,796,000.00	1,796,000.00	
12/01/2028		1,796,000.00	1,796,000.00	1,796,000.00	
12/01/2029		1,796,000.00	1,796,000.00	898,000.00	898,000.00
12/01/2030	40,000.00	1,796,000.00	1,836,000.00		1,836,000.00
12/01/2031	40,000.00	1,794,000.00	1,834,000.00		1,834,000.00
12/01/2032	145,000.00	1,792,000.00	1,937,000.00		1,937,000.00
12/01/2033	155,000.00	1,784,750.00	1,939,750.00		1,939,750.00
12/01/2034	275,000.00	1,777,000.00	2,052,000.00		2,052,000.00
12/01/2035	285,000.00	1,763,250.00	2,048,250.00		2,048,250.00
12/01/2036	420,000.00	1,749,000.00	2,169,000.00		2,169,000.00
12/01/2037	440,000.00	1,728,000.00	2,168,000.00		2,168,000.00
12/01/2038	585,000.00	1,706,000.00	2,291,000.00		2,291,000.00
12/01/2039	615,000.00	1,676,750.00	2,291,750.00		2,291,750.00
12/01/2040	775,000.00	1,646,000.00	2,421,000.00		2,421,000.00
12/01/2041	815,000.00	1,607,250.00	2,422,250.00		2,422,250.00
12/01/2042	995,000.00	1,566,500.00	2,561,500.00		2,561,500.00
12/01/2043	1,045,000.00	1,516,750.00	2,561,750.00		2,561,750.00
12/01/2044	1,240,000.00	1,464,500.00	2,704,500.00		2,704,500.00
12/01/2045	1,305,000.00	1,402,500.00	2,707,500.00		2,707,500.00
12/01/2046	1,525,000.00	1,337,250.00	2,862,250.00		2,862,250.00
12/01/2047	1,600,000.00	1,261,000.00	2,861,000.00		2,861,000.00
12/01/2048	1,845,000.00	1,181,000.00	3,026,000.00		3,026,000.00
12/01/2049	1,940,000.00	1,088,750.00	3,028,750.00		3,028,750.00
12/01/2050	2,210,000.00	991,750.00	3,201,750.00		3,201,750.00
12/01/2051	2,320,000.00	881,250.00	3,201,250.00		3,201,250.00
12/01/2052	2,620,000.00	765,250.00	3,385,250.00		3,385,250.00
12/01/2053	2,750,000.00	634,250.00	3,384,250.00		3,384,250.00
12/01/2054	3,085,000.00	496,750.00	3,581,750.00		3,581,750.00
12/01/2055	3,240,000.00	342,500.00	3,582,500.00		3,582,500.00
12/01/2056	3,610,000.00	180,500.00	3,790,500.00		3,790,500.00
	35,920,000.00	41,318,500.00	77,238,500.00	4,490,000.00	72,748,500.00

SOURCES AND USES OF FUNDS

BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3
EAGLE COUNTY, COLORADO
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2036
Pay & Cancel Refunding of (proposed) Series 2026 + New Money
50.000 (target) Mills
Assumes Investment Grade, 100x, 2066 Final Maturity
(SERVICE PLAN: Full Growth + 6.00% Residential & 2.00% Commercial Bi-Reassessment Projections)
~~~

Dated Date	12/01/2036
Delivery Date	12/01/2036

Sources:	
Bond Proceeds:	
Par Amount	54,070,000.00
Other Sources of Funds:	
Funds on Hand*	1,570,000.00
Series 2028 - DSRF*	3,218,271.00
	4,788,271.00
	58,858,271.00

Uses:	
Project Fund Deposits:	
Project Fund	23,827,921.00
Refunding Escrow Deposits:	
Cash Deposit*	34,560,000.00
Delivery Date Expenses:	
Cost of Issuance	200,000.00
Underwriter's Discount	270,350.00
	470,350.00
	58,858,271.00

[*] Estimated balances (tbd)

BOND SUMMARY STATISTICS

BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3
EAGLE COUNTY, COLORADO
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2036
Pay & Cancel Refunding of (proposed) Series 2026 + New Money
50.000 (target) Mills
Assumes Investment Grade, 100x, 2066 Final Maturity
(SERVICE PLAN: Full Growth + 6.00% Residential & 2.00% Commercial Bi-Reassessment Projections)
~~~

Dated Date	12/01/2036
Delivery Date	12/01/2036
First Coupon	06/01/2037
Last Maturity	12/01/2066
Arbitrage Yield	4.000000%
True Interest Cost (TIC)	4.035358%
Net Interest Cost (NIC)	4.000000%
All-In TIC	4.061675%
Average Coupon	4.000000%
Average Life (years)	22.072
Weighted Average Maturity (years)	22.072
Duration of Issue (years)	14.448
Par Amount	54,070,000.00
Bond Proceeds	54,070,000.00
Total Interest	47,738,200.00
Net Interest	48,008,550.00
Bond Years from Dated Date	1,193,455,000.00
Bond Years from Delivery Date	1,193,455,000.00
Total Debt Service	101,808,200.00
Maximum Annual Debt Service	5,023,200.00
Average Annual Debt Service	3,393,606.67
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	5.000000
Total Underwriter's Discount	5.000000
Bid Price	99.500000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 2066	54,070,000.00	100.000	4.000%	22.072	12/27/2058	94,081.80
	54,070,000.00			22.072		94,081.80

	TIC	All-In TIC	Arbitrage Yield
Par Value	54,070,000.00	54,070,000.00	54,070,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-270,350.00	-270,350.00	
- Cost of Issuance Expense		-200,000.00	
- Other Amounts			
Target Value	53,799,650.00	53,599,650.00	54,070,000.00
Target Date	12/01/2036	12/01/2036	12/01/2036
Yield	4.035358%	4.061675%	4.000000%

NET DEBT SERVICE

BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3
EAGLE COUNTY, COLORADO
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2036
Pay & Cancel Refunding of (proposed) Series 2026 + New Money
50.000 (target) Mills
Assumes Investment Grade, 100x, 2066 Final Maturity
(SERVICE PLAN: Full Growth + 6.00% Residential & 2.00% Commercial Bi-Reassessment Projections)
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Period Ending	Principal	Interest	Total Debt Service	Net Debt Service
12/01/2037		2,162,800.00	2,162,800.00	2,162,800.00
12/01/2038	130,000.00	2,162,800.00	2,292,800.00	2,292,800.00
12/01/2039	135,000.00	2,157,600.00	2,292,600.00	2,292,600.00
12/01/2040	270,000.00	2,152,200.00	2,422,200.00	2,422,200.00
12/01/2041	280,000.00	2,141,400.00	2,421,400.00	2,421,400.00
12/01/2042	430,000.00	2,130,200.00	2,560,200.00	2,560,200.00
12/01/2043	445,000.00	2,113,000.00	2,558,000.00	2,558,000.00
12/01/2044	610,000.00	2,095,200.00	2,705,200.00	2,705,200.00
12/01/2045	635,000.00	2,070,800.00	2,705,800.00	2,705,800.00
12/01/2046	815,000.00	2,045,400.00	2,860,400.00	2,860,400.00
12/01/2047	850,000.00	2,012,800.00	2,862,800.00	2,862,800.00
12/01/2048	1,050,000.00	1,978,800.00	3,028,800.00	3,028,800.00
12/01/2049	1,090,000.00	1,936,800.00	3,026,800.00	3,026,800.00
12/01/2050	1,310,000.00	1,893,200.00	3,203,200.00	3,203,200.00
12/01/2051	1,360,000.00	1,840,800.00	3,200,800.00	3,200,800.00
12/01/2052	1,600,000.00	1,786,400.00	3,386,400.00	3,386,400.00
12/01/2053	1,665,000.00	1,722,400.00	3,387,400.00	3,387,400.00
12/01/2054	1,925,000.00	1,655,800.00	3,580,800.00	3,580,800.00
12/01/2055	2,005,000.00	1,578,800.00	3,583,800.00	3,583,800.00
12/01/2056	2,290,000.00	1,498,600.00	3,788,600.00	3,788,600.00
12/01/2057	2,380,000.00	1,407,000.00	3,787,000.00	3,787,000.00
12/01/2058	2,695,000.00	1,311,800.00	4,006,800.00	4,006,800.00
12/01/2059	2,805,000.00	1,204,000.00	4,009,000.00	4,009,000.00
12/01/2060	3,150,000.00	1,091,800.00	4,241,800.00	4,241,800.00
12/01/2061	3,275,000.00	965,800.00	4,240,800.00	4,240,800.00
12/01/2062	3,650,000.00	834,800.00	4,484,800.00	4,484,800.00
12/01/2063	3,800,000.00	688,800.00	4,488,800.00	4,488,800.00
12/01/2064	4,210,000.00	536,800.00	4,746,800.00	4,746,800.00
12/01/2065	4,380,000.00	368,400.00	4,748,400.00	4,748,400.00
12/01/2066	4,830,000.00	193,200.00	5,023,200.00	5,023,200.00
	54,070,000.00	47,738,200.00	101,808,200.00	101,808,200.00

SUMMARY OF BONDS REFUNDED

BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3
EAGLE COUNTY, COLORADO
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2036
Pay & Cancel Refunding of (proposed) Series 2026 + New Money
50.000 (target) Mills
Assumes Investment Grade, 100x, 2066 Final Maturity
(SERVICE PLAN: Full Growth + 6.00% Residential & 2.00% Commercial Bi-Reassessment Projections)
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Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
1/29/24: Ser 26 NRSP, 5.00%, 100x, 50.00mls, FG+6%R+2%C BiRE:					
TERM56	12/01/2037	5.000%	440,000.00	12/01/2036	100.000
	12/01/2038	5.000%	585,000.00	12/01/2036	100.000
	12/01/2039	5.000%	615,000.00	12/01/2036	100.000
	12/01/2040	5.000%	775,000.00	12/01/2036	100.000
	12/01/2041	5.000%	815,000.00	12/01/2036	100.000
	12/01/2042	5.000%	995,000.00	12/01/2036	100.000
	12/01/2043	5.000%	1,045,000.00	12/01/2036	100.000
	12/01/2044	5.000%	1,240,000.00	12/01/2036	100.000
	12/01/2045	5.000%	1,305,000.00	12/01/2036	100.000
	12/01/2046	5.000%	1,525,000.00	12/01/2036	100.000
	12/01/2047	5.000%	1,600,000.00	12/01/2036	100.000
	12/01/2048	5.000%	1,845,000.00	12/01/2036	100.000
	12/01/2049	5.000%	1,940,000.00	12/01/2036	100.000
	12/01/2050	5.000%	2,210,000.00	12/01/2036	100.000
	12/01/2051	5.000%	2,320,000.00	12/01/2036	100.000
	12/01/2052	5.000%	2,620,000.00	12/01/2036	100.000
	12/01/2053	5.000%	2,750,000.00	12/01/2036	100.000
	12/01/2054	5.000%	3,085,000.00	12/01/2036	100.000
	12/01/2055	5.000%	3,240,000.00	12/01/2036	100.000
	12/01/2056	5.000%	3,610,000.00	12/01/2036	100.000
			34,560,000.00		

ESCROW REQUIREMENTS

BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3
EAGLE COUNTY, COLORADO
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2036
Pay & Cancel Refunding of (proposed) Series 2026 + New Money
50.000 (target) Mills
Assumes Investment Grade, 100x, 2066 Final Maturity
(SERVICE PLAN: Full Growth + 6.00% Residential & 2.00% Commercial Bi-Reassessment Projections)
~~~

Dated Date	12/01/2036
Delivery Date	12/01/2036

P&C Ref'g SER26

Period Ending	Principal Redeemed	Total
12/01/2036	34,560,000.00	34,560,000.00
	34,560,000.00	34,560,000.00

EXHIBIT D

TOWN RESOLUTION OF APPROVAL

TOWN OF MINTURN

RESOLUTION NO. __ - SERIES 2024

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO APPROVING THE CONSOLIDATED SERVICE PLAN FOR BATTLE NORTH METROPOLITAN DISTRICT NOS. 1-4

WHEREAS, § 32-1-204.5, C.R.S., provides that no special district shall be organized if its boundaries are wholly contained within the boundaries of a municipality, except upon adoption of a resolution of approval by the governing body of such municipality; and

WHEREAS, a Consolidated Service Plan for Battle North Metropolitan District Nos. 1-4 (the "**Districts**"), dated April 17, 2024 (the "**Service Plan**"), has been submitted to the Town Council (the "**Council**") of the Town of Minturn, Colorado (the "**Town**") in accordance with § 32-1-204.5, C.R.S.; and

WHEREAS, the property within the boundaries of the proposed Districts is located wholly within the boundaries of the Town; and

WHEREAS, on April 17, 2024, the Town Council conducted a public hearing on the Service Plan.

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

1. The Town Council has jurisdiction to hear this matter.

2. The Service Plan contains the information required by § 32-1-202(2), C.R.S.

3. Evidence satisfactory to the Town Council of each of the following was presented, and the Town Council hereby finds that:

   a. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed Districts;

   b. The existing service in the area to be served by the proposed Districts is inadequate for present and projected needs;

   c. The proposed Districts are capable of providing economical and sufficient service to the area within their proposed boundaries; and

   d. The area to be included within the proposed Districts has and will have the financial ability to discharge the proposed indebtedness on a reasonable basis.

4. The Service Plan for the proposed Districts is hereby approved.

RESOLVED, ADOPTED AND APPROVED THIS 17TH DAY OF APRIL, 2024 BY THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO.

TOWN OF MINTURN,
a home rule municipal corporation

By: _____
Earle Bidez, Mayor

ATTEST:

By: _____
Jay Brunvand, Clerk

EXHIBIT E

INTERGOVERNMENTAL AGREEMENT

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of this _____ day of _____, 20__, by and between the Town of Minturn, State of Colorado (the "**Town**") and Battle North Metropolitan District No. 1, Battle North Metropolitan District No. 2, Battle North Metropolitan District No. 3, and Battle North Metropolitan District No. 4**,** each a quasi-municipal corporation and political subdivision of the State of Colorado (each a "**District**" and collectively, the "**Districts**"). The Town and the Districts are collectively referred to as the "**Parties**."

RECITALS

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Districts' Consolidated Service Plan approved by the Town on _____, 20__ (the "**Service Plan**"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the Districts; and

WHEREAS, the Town and the Districts are authorized by Article XIV of the Colorado Constitution and Title 29, Article 1, Part 2, C.R.S., to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each governmental entity; and

WHEREAS, the Town and the Districts have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement (the "**Agreement**"); and

WHEREAS, all capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Service Plan; and

NOW THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance Limitation. The primary purpose of the Districts is to finance the planning, design, acquisition, construction and installation of the Public Improvements. The Districts shall be authorized to operate and maintain those Public Improvements not dedicated to the Town or other governmental entity. The Districts shall not have the authority to operate and maintain the potable water treatment plant or the surface water intake system.

2. Construction Standards Limitation. The Public Improvements shall be designed and constructed in accordance with the standards and specifications of the Town or of another governmental entity having proper jurisdiction, as applicable. The Public Improvements to be

dedicated to the Town will be subject to the applicable warranty and security requirements imposed by the Town on all construction projects. The Districts shall obtain the Town's approval of civil engineering plans for any Public Improvements being constructed by the Districts and outside of the District Boundaries, and shall obtain applicable permits for construction and installation of all such Public Improvements prior to performing such work.

3. Funding Limitation. The funding of any Public Improvements other than those related to the types of Public Improvements authorized in the Service Plan shall be deemed a material modification of the Service Plan under Section 32-1- 207(2), C.R.S.

4. Issuance of Developer Debt. Prior to the issuance of any Developer Debt, the District issuing such Developer Debt shall obtain an External Municipal Advisor Certificate certifying that the interest rate of such Developer Debt does not exceed the rate as set forth in § 32-1-1101(7), C.R.S., as may be amended from time to time.

5. Inclusion/Exclusion Limitation. No property shall be included into any District until such time as the property to be included has been subjected to an approved final plat, unless consented to by the Town given by the Town Council. Except for the property within the Inclusion Area Boundaries, no District shall include additional property within its boundaries without the prior written consent of the Town given by the Town Council.

6. Affordable Housing. The Town Code sets forth a purpose and intent to increase affordable housing choices for year-round residents and to preserve a balance between second homeowners and locals. Per the Town Code, a certain number of residential units within the Project must meet the Town's requirements for affordable housing. In order to align with the purpose and intent set forth in the Town Code relative to affordable housing, Affordable Housing Units (as defined in the Service Plan) may only be included into District No. 4, and may not be included into any of District Nos. 1 through 3.

7. Maximum Debt Authorization. The Districts, in the aggregate, shall not issue Debt in excess of Sixty-Two Million Dollars ($62,000,000), including costs of issuance thereof, initial capitalized interest, and initial funding of any required reserve or surplus funds related to any such Debt; provided, however, any Debt that is issued (a) to pay, defease, or refund previously issued Debt, or (b) is an intergovernmental agreement(s) among the Districts providing for a multiple fiscal year pledge of revenues to or among the Districts to provide revenues to support Debt issued by any District shall not count against the this limit. The Districts may issue Debt on a schedule and in such year or years as the Districts determine and phased to serve development as it occurs.

8. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for and has applied for, except pursuant to approval of the Town. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the Districts without limitation.

9. Bankruptcy Limitation. All of the limitations contained in the Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, have been established under the authority of the Town to approve this Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable non-bankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt issued by a District with a pledge or which results in a pledge that exceeds the Maximum Debt Mill Levy shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Service Plan Amendment.

10. Eminent Domain Restriction. No District shall exercise its statutory power of eminent domain without first obtaining approval from the Town Council. This restriction on the Districts' exercise of their eminent domain power is being voluntarily acquiesced to by the Districts and shall not be interpreted in any way as a limitation on the Districts' sovereign powers and shall not negatively affect the Districts' status as political subdivisions of the State as conferred by the Special District Act.

11. District Governance. Each District's Board shall be comprised of persons who are each a qualified "eligible elector" of the District as provided in the Special District Act. It is anticipated that over time, End Users who are eligible electors will assume direct electoral control of each District's Board as development of the Service Area progresses. The Districts shall not enter into any agreement by which the End Users' electoral control of the Board is removed or diminished.

12. Service Plan Amendment Requirement. The Service Plan has been designed with sufficient flexibility to enable the Districts to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of a District which violate material terms the Service Plan shall be deemed to be material modifications to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the District, and to seek other remedies provided in law or in equity. The Financial Plan and anticipated Public Improvements presented in the Service Plan are subject to change due to market conditions at the time of debt issuance and Approved Development Plans. Any such change, within the limitations of the Service Plan, shall not constitute a material modification of the Service Plan. The addition of other types of improvements other than as described in this Service Plan and Exhibit B, shall constitute a material modification requiring approval of Town Council.

13. Dissolution. Upon an independent determination of the Town Council that the purposes for which any District was created have been accomplished, that District agrees to file a petition in the appropriate District Court for dissolution, pursuant to §§ 32-1-701, *et seq.*, C.R.S. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required by the Special District Act and that any ownership, operations, maintenance, repair and replacement obligations for District owned and/or operated Public Improvements have been conveyed to another public entity. Debts issued by the Districts shall not be construed or imposed as debt for which the Town is liable.

14. Disclosure to Purchasers. The Districts shall provide annual notice to all eligible electors of the Districts in accordance with Section 32-1-809, C.R.S, as amended. In addition, each of the Districts shall record a District public disclosure document and a map of the then-current legal boundaries of the District with the Clerk and Recorder of Eagle County, in accordance with Section 32-1-104.8, C.R.S., as amended.

15. Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the Districts: Battle North Metropolitan District Nos. 1-3
c/o White Bear Ankele Tanaka & Waldron
2154 E. Commons Ave., Suite 2000
Centennial, Colorado 80122
Attn: Trisha K. Harris, Esq.
Phone: 303-858-1800
Fax: 303-858-1801
E-mail: tharris@wbapc.com

To the Town: Town of Minturn
301 Boulder Steet #309
Minturn, CO 81645
Attn: Town Manager
Phone: 970827-5645

E-mail: manager@minturn.org

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

16. Enforcement. The parties agree that this Agreement may be enforced in law, or in equity for specific performance, injunctive, or other appropriate relief. The Town shall have the right to seek specific performance to enforce the provisions of the Service Plan and this Intergovernmental Agreement. The parties also agree that this Agreement may be enforced pursuant Section 32-1-207, C.R.S. and other provisions of the Special District Act granting rights to municipalities or counties approving a service plan of a special district.

17. Entire Agreement of the Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior written or oral agreements, negotiations, or representations and understandings of the Parties with respect to the subject matter contained herein.

18. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto.

19. Governing Law; Venue. The internal laws of the State of Colorado shall govern the interpretation and enforcement of this Agreement, without giving effect to choice of law or conflict of law principles. The parties hereby submit to the jurisdiction of and venue in the district court in Eagle County, Colorado. In any proceeding brought to enforce the provisions of this Agreement, the substantially prevailing party therein shall be entitled to an award of reasonable attorneys' fees, actual court costs and other expenses incurred.

20. Beneficiaries. Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between the named Parties and is not intended to, and shall not be deemed to confer any rights upon any persons or entities not named as Parties.

21. Effect of Invalidity. If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either Party or as to both Parties, such portion shall be deemed severable and its invalidity or its unenforceability shall not cause the entire agreement to be terminated.

22. Assignability. Neither the Town nor any of the Districts shall assign their rights or delegate their duties hereunder without the prior written consent of the other Parties.

23. Successors and Assigns. This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above.

BATTLE NORTH METROPOLITAN DISTRICT NO. 1

By: _____
President

Attest:

By: _____
Secretary

BATTLE NORTH METROPOLITAN DISTRICT NO. 2

By: _____
President

Attest:

By: _____
Secretary

BATTLE NORTH METROPOLITAN DISTRICT NO. 3

By: _____
President

Attest:

By: _____
Secretary

BATTLE NORTH METROPOLITAN DISTRICT NO. 4

By: _____
President

Attest:

By: _____
Secretary

TOWN OF MINTURN

By: _____
Mayor

Attest:

By: _____
Town Clerk

WHITE BEAR ANKELE TANAKA & WALDRON
ATTORNEYS AT LAW

MEMORANDUM

TO: Mike Sawyer

FROM: William P. Ankele, Jr.

DATE: April 15, 2024

RE: Responses to April 10, 2024 Service Plan Comments

This Memorandum addresses comments transmitted by e-mail from Mike Sawyer on April 10, 2024, primarily concerning Exhibit B (Infrastructure Cost Estimates) and Exhibit C (Financing Plan) to the draft Consolidated Service Plan for the Battle North Metropolitan District Nos. 1-4.

All of the material comments in the April 10, 2024 email are addressed below. There are some comments that were not addressed, either because they have already been incorporated in the revised Service Plan, or as otherwise covered in other responses.

Specific changes to the Service Plan incorporating responses to certain comments have already been made to the draft submitted for consideration on April 17, 2024.

Exhibit B Comments and Responses

1. Without a conceptual development plan it is difficult to know whether the $51 MM of improvements is within the ballpark of what it will cost to install the necessary improvements for the development.

   Response:

   The main components of the plan are based on the following:

   - *Improvements to the existing Maloit Road and the Maloit Road entrance.*
   - *Necessary utilities and services which primarily include water and sewer, and for which we have a process in place with ERWSD and the Town.*
   - *Improvements will adhere to the Town Code.*
   - *During the subdivision process, public improvements that are proposed will be presented to the Town for comment.*

2. It appears as though the estimate of costs has some sort of escalator built in. It would be beneficial to understand how the individual line items are calculated. As an example in Phase I, Line S1 shows a quantity of 9,000 LF at $91/LF, which equates to $819,000, but the cost is shown as $941,850. This is prevalent through all of Exhibit B.

   Response:

   A 15% escalation factor was built into each line-item cost.

3. Phase I of the development Line R12 identifies $1,000,000 for a Public Transportation Bus stop, justification would be appreciated.

   Response:

   We have understood that public transportation which could help reduce traffic through Town was an important consideration to the Town. A more robust public transportation hub in this area of Town may improve overall public transportation participation rates. During the subdivision process, improvements that are proposed will be presented to the Town. Cost estimates will be included with the subdivision submittal for any proposed public improvements.

4. Phase I of the development Line R11 (the second R11) identifies $2,000,000 for Hwy 24 improvements, justification would be appreciated.

   Response:

   There are multiple users that use this entrance. Coordination between all users will be required to determine if any improvements are needed. During the subdivision process, improvements that are proposed will be presented to the Town. Cost estimates will be included with the subdivision submittal for any proposed public improvements.

5. Phase I of the development Line A6 at 1.0% likely does not provide adequate construction observation services.

   Response:

   Cost estimates will be included with the subdivision submittal for any proposed public improvements. Currently, there are separate line items for construction testing, surveying and civil engineering. The 1% budget for other construction observation should be adequate for this limited work.

6. Phase I of the development Line A7 at 12% may not provide adequate contingency.

Response:

We feel the 12% contingency, combined with the 15% escalation factor should be adequate. Cost estimates will be included with the subdivision submittal for any proposed public improvements. We have allowed for an increased contingency of 30% for phase II work.

7. Phase II of the development Line R12 identifies $1,000,000 for a Public Transportation Bus stop, justification would be appreciated.

Response:

We have understood that public transportation which could help reduce traffic through the Town was an important consideration to the Town. A more robust public transportation hub in this area of the Town may reduce traffic through the Town. During subdivision review, improvements that are proposed will be presented to the Town. Cost estimates will be included with the subdivision submittal for any proposed public improvements.

8. Phase II of the development Line R11 (the second R11) identifies $1,000,000 for Hwy 24 improvements, justification would be appreciated.

Response:

There are multiple users that use this entrance. Future uses along Tigiwon Road will also need to be considered. Coordination between all users will be required to determine if any improvements are needed. During the subdivision process, improvements that are proposed will be presented to the Town. During this period, cost estimates for any proposed public improvements will be presented to the Town.

9. Phase II of the development Line A6 at 1.0% likely does not provide adequate construction observation services.

Response:

Cost estimates will be included with the subdivision submittal for any proposed public improvements. Currently, there are separate line items for construction testing, surveying and civil engineering. The 1% budget for other construction observation should be adequate for this limited work.

10. Phase II of the development Line A7 at 30% should be justified as to why.

Response:

A larger contingency was used for Phase 2 as the scope of this phase is less defined than Phase 1 which had a smaller contingency.

Exhibit C Comments and Responses

1. The Town may want to require the proponent to show current comparable issues of high-yield debt to justify the proposed 5.00% interest rate for the first issue and a 4.00% interest rate for the second issue.

   Response:

   The response to this question comment is combined with the response to #2. See below.

2. The Town may want to require the proponent to show comparable issues of a similar nature that have a debt service coverage rate of 1.0x and ask for comment on the realistic ability to market debt to investors at this rate.

   Response to #1-2:

   The general intent of Service Plan financial models is to estimate potential bonding capacity under favorable market conditions, with the goal of providing structural flexibility to the Districts at the time any of them choose to raise capital for funding infrastructure. The underwriting assumptions in all Service Plan financial models, including those submitted here, always vary from current market conditions, as they are built from ideal market assumptions to set a ceiling under which the Districts may bond.

   The assumptions, however, do have precedent in the public bond markets. For example, under strong market conditions such as those seen in 2021, rates for early stage nonrated cashflow bonds, similar in structure (1.0x debt service coverage and 6% biennial reassessment) to those submitted with this Service Plan, were in the mid-4.0% range.

   Examples of publicly sold bonds structured this way include:

   - *Jay Grove MD (Erie, Boulder County) – Series 2021 Bonds – $8.470M – Senior Cash Flow Bond sized on 6% biennial appreciation, sized on 1.0x debt service coverage, coupon/yield of 4.250%*

   - *Lanterns MD No. 1 (Castle Rock, Douglas County) – Series 2021 Bonds – $25.482M – Senior Cash Flow Bond sized on 6% biennial appreciation, sized on 1.0x debt service coverage, coupon/yield of 4.500%*

   - *Greenways MD No. 1 (Colorado Springs, El Paso County) – Series 2021 Bonds – $17.386M – Senior Cash Flow Bond sized on 6% biennial appreciation, sized on 1.0x debt service coverage, coupon/yield of 4.625%*

   - *Bradley Heights MD No. 2 (Colorado Springs, El Paso County) – Series 2021 Bonds – $35.000M – Senior Cash Flow Bond sized on 6% biennial appreciation, sized on 1.0x debt service coverage, coupon/yield of 4.750%*

- *Cielo MD (Douglas County) – Series 2021 Bonds – $17.942M – Senior Cash Flow Bond sized on 6% biennial appreciation, sized on 1.0x debt service coverage, coupon/yield of 5.250%*

- *Villages at Murphy Creek (Aurora, Arapahoe County) – Series 2021 Bonds – $12.358M – Senior Cash Flow Bond sized on 6% biennial appreciation, sized on 1.0x debt service coverage, coupon/yield of 5.500%*

The bonds issued by these Districts will be structured to reflect market conditions at the time of borrowing, and they will be sold at rates demanded by investors in that particular market at that particular time of pricing. Stronger market conditions will equate to lower rates and a potentially higher bond size, while weaker market conditions will translate to higher rates, more conservative structures and a lower bond size. In no case will the Districts ever exceed its authorized Service Plan debt limit.

3. Any slowdown in absorption or value of development would impact the ability of the district to pay back its debt in a timely manner.

Response:

A slowdown in development does have the potential to reduce the amount of revenue available to repay debt. However, the risk associated with a slowdown in the pace of development is transferred to the bond investors through a 50 mill cap on debt service taxes. The only obligation of the Districts is to levy the 50 mills through the debt service mill levy imposition term.

4. Based on the nature of the proposed debt issue, the inflationary increase in home values, will result in taxpayers having a permanent 50.00 mill levy on their properties, which will result in a 6.00% tax increase biennially.

Response:

The mill levy that is imposed on homes located within the boundaries of the Districts will be dependent on the amount of public infrastructure that the Districts finance through debt and market conditions at time of issuance. It is also common for metropolitan districts to refinance early-stage debt that was critical to fund upfront horizontal public infrastructure at more favorable lending terms once the district has built out and credit quality has improved. This allows the district to reduce the mill levy pledged to debt service payments.

The appreciation in home values is driven by local market conditions and not assumptions included in bond underwriting. While the market has accepted a biennial appreciation rate that is between 2% and 6%, historically home values in Colorado have appreciated at biennial rates ranging from 6% to 8% over the past 20 years.

5. The average price of a home is identified at $1,850,000, which will have an added tax bill of $6,615/year to cover the costs of the MD. As mentioned above, that amount will increase by 6.00% biennially.

Response:

As noted above, the biennial appreciation rate will be driven by local market conditions and not the assumptions used to underwrite bonds issued by the Districts.

6. The plan does not include any detail of the annual operational costs of the district, simply identifies that the first-year costs will be $100,000. The proponent should provide detailed maintenance costs for the improvements that will remain the responsibility of the districts to ensure a 10-mill levy will be adequate.

Response:

The Special District Act requires that the Service Plan include a non-binding estimate of operating costs in the first year of organization. The $100,000 figure is one that is commonly used in Service Plans throughout the State and is intended only to meet the statutory requirement. Actual operating costs for the first year (and beyond), will be determined year by year.

7. There should be further explanation of what infrastructure will be turned over/dedicated to the Town and what infrastructure will be maintained by the district.

Response:

Infrastructure being dedicated to the Town or the Districts will be determined in the future based on Approved Development Plans by the Town.

8. Section VI, Sub F discusses the District Operating Costs and identifies that the initial 10-mill levy for operations. The section further states that the district has the "…ability to increases its mill levy as necessary for provision of operation and maintenance services…". There may need to be some legal interpretation related to this ability without a vote of the taxpayers.

Response:

Appropriate election questions will be posed that will cover the need for operations taxes, and so no legal interpretation will be needed.

Financial Plan Conclusion Comments and Responses

1. While the plan identifies that there will be adequate resources to discharge the debt proposed to be issued by the districts, at a 1.0x coverage for debt service, there is ample concern that the district will not cashflow.

   Response:

   As noted above, the general intent of Service Plan financial models is to estimate potential bonding capacity under favorable market conditions, with the goal of providing structural flexibility to the Districts at the time any District chooses to raise capital for funding infrastructure. The underwriting assumptions used to structure the bonds that will be eventually issued by a District will be dictated by market conditions at that time. As indicated in the sample transactions outlined above, there is significant market precedent for bonds structured with 1.0x debt service coverage and assuming 6% biennial reassessment.

2. Further, without more detailed plans of the development to determine the actual costs of development and then a better estimation of full build-out operational costs, it is very difficult to draw any concrete conclusions as to whether the district has the financial wherewithal to successfully discharge the proposed debt and operate the districts.

   Response:

   The Service Plan is intended to set a ceiling for debt issuance prior to any development being achieved. The market will further constrain the Districts' future debt issuances; bonds will be sized according to market conditions and revenue projected by a market study at the time of issuance. Investors will not purchase bonds that cannot be repaid. It is often the case that bonds issued by metro districts are not able to fully reimburse the developer for eligible public improvements due to market conditions at time of pricing.

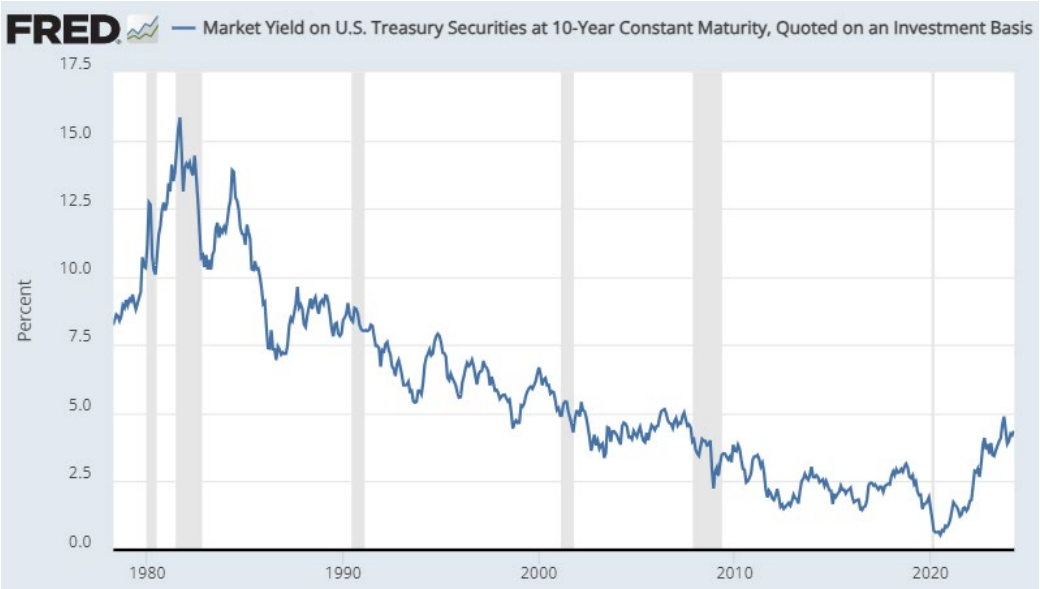
   Furthermore, any bond issuance will require a Market Study be performed to demonstrate that the debt to be issued can, under reasonable development assumptions, be paid according to its terms.

Other Selected Comments and Responses

1. Section VI sub B and C– a maximum interest rate on debt of 18% would be untenable for the project. Would recommend that the number be capped at 10% unless expressed written permission is granted by the Town. I would also suggest that the maximum interest rate also be applied to any proponent held debt. Also, should contemplate what the maximum interest rate would be on advances by the proponent to the development.

Response:

The revised Service Plan specifies a maximum interest rate of 15%, rather than 18% as originally drafted, which is believed to be reasonable. The intent of the Service Plan is to provide structural flexibility to the Districts at the time any District chooses to raise capital for funding infrastructure. The maximum interest rate on debt issued by the Districts of 15% is less than the 18% that is a widely accepted assumption in Service Plans adopted throughout Colorado. It is also important to note that the potential scope of this Service Plan is 40 years and while current interest rates are high relative to recent lows over the past few years, we are still in a relatively low interest rate environment when compared to rates over the past 40 years. As an example, the 10-year Treasury note, which is a benchmark rate in the municipal bond market, is currently sitting at just under 4.60% (as of April 11, 2024). That is nearly the highest 10-year Treasury note rates have been when compared to rates over the past five to 10 years. However, when compared to rates over the past 30 to 40 years, that were as high as nearly 16% in the early 1980s, we are still in a relatively low rate environment.



2. Section VI – "The maximum issuance fees and expenses will not exceed three percent (3%)."

Response:

Service Plans statewide generally establish an upper limit on the underwriting discount ranging from 3% to 5%. There is little to no precedent in capping fees for other consultants, which would severely limit the Districts' ability to engage the consultants they choose as necessary to issue debt. In order to issue debt in the public market, consultants with a high-level of experience in these types of transactions, which are nuanced and extremely complex, are necessary. Additionally, the market requires certain features in these transactions, including independent market studies and cashflow forecasts, which are not requirements in other transactions in the broader municipal bond market. The total fees charged by the consultants necessary to draft the offering document range depending on the complexity of the transaction and market conditions at time of issuance. Setting a cap here has the potential to severely limit the Districts' ability to issue bonds in the future.

To: Mayor and Council

From: Scot Hunn, Consulting Planning Director

Date: May 9, 2024

Agenda Item: Ordinance No. 10, Series 2024

REQUEST:
Review and approve Ordinance No. 10, Series 2024 on first reading.

INTRODUCTION:
Ordinance No. 10, Series 2024 is being presented to the Town Council in response to long-standing goals and policies adopted by the Town and, specifically, to address Objective No. 4.6 of the 2023 Imagine Minturn Community Plan to adjust the Town's housing regulations and inclusionary housing mitigation requirements.

2019 Housing Action Plan
The Town adopted its first housing action plan in 2019. Three primary goals of that plan were to:

- Secure 20% of our housing our housing inventory as deed restricted for residents who live and work in the Vail Valley by 2030.
- Create and preserve homes for sale or rent to households with incomes from 80-140% AMI.
- Secure at least 25% of all new residential units for year-round residents with incomes up to 140% AMI.

2020 Community Housing Regulations (Article 26)
Following the adoption of the housing action plan, the Town undertook the process of drafting and adopting community housing regulations and housing mitigation requirements for any new residential development proposing five or more units. This became a new article – Article 26 - within Chapter 16, the Town's zoning and development regulations.

While the housing action plan set a goal of deed restricting or preserving 25 percent of new residential units for households earning up to 140 percent Area Median Income (AMI), the Town ultimately adopted Article 26 which currently requires that ten (10%) percent of the total "for sale" residential units produced or constructed within any new qualifying development restrict the "initial sale" price of the unit to no more than 200% AMI.

2023 Imagine Minturn Community Plan
The 2023 Imagine Minturn Community Plan includes an entire chapter (Chapter 4) on housing and affordability. A key objective of the Town's newly adopted community plan – and something had been discussed with the Minturn Planning Commission and Town Council prior to the 2023 community plan – was to revisit the 200% AMI level set in the Town's housing regulations; specifically, to lower it. The Community Plan does not, however, include any

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recommendations to amend the Town's housing regulations (Article 26) to increase the percentage of units required for mitigation; therefore, staff is not recommending any changes to increase the percentage of deed restricted, price capped units above the current level of ten (10%) percent.

2024 Proposed Article 26 Amendments
The following summarizes the proposed amendment package:

- Reduce the Area Median Income (AMI) threshold applicable for the initial sales price for for-sale units from 200% to 140% AMI. This amendment stems directly from previous conversations with the Planning Commission as well as with representatives from the Eagle County Housing and Development Authority since the Town's Inclusionary Housing (IH) regulations were adopted in 2020, and from recommendations of the Community Plan which state:

  > *"The current IH program requires housing to be affordable up to 200 percent of AMI, which is a household income of approximately $180,000 for a three person household. This income level equates to a home purchase price of over $750,000. The IH will therefore produce housing that is close to the market rate (albeit deed restricted) as the average sale price in 2021 was $767,000. The Town should consider requiring a lower AMI targe such as 120% or a range of AMI levels from below 100 percent to the current 200 percent requirement."*

  While staff investigated a tiered AMI structure (e.g. requiring the provision of deed restricted units with initial sales prices ranging from 100% to 200%) staff presented the draft ordinance to the Planning Commission at their regular meeting of May 8, 2024, with a recommendation to lower the initial sales price for for-sale residential units to a level at or below 140%. The Commission recommended approval of the ordinance with the condition or suggestion that the target/maximum AMI level for initial sales price be lowered further, from 140% to 120%.

  Staff supports the Planning Commission's recommendation. If Council agrees with this recommendation on first reading, staff will amend the ordinance accordingly prior to second reading. Additionally, if the Town is interested in pursuing a tiered or "range" approach to mitigation in the future, staff suggest that such changes could be further studied and additional amendments to Chapter 16, Article 26 can be presented at a later date.

- Provided definitions within Article 2 of Chapter 16 to define "Price Capped For Sale Housing" and "Price Capped Rental Housing." The Town's Community Housing Guidelines (Article 26) include requirements for for-sale and for-rent units to be deed restricted (capped) and available for certain affordability levels, but the guidelines do not currently define price caps. Here are the two new definitions:

  > *Price Capped For Sale Housing* means housing subject to a deed restriction requiring that the Housing meet Initial Sales Prices, resale price appreciation limits, quality, and other criteria set forth in the Guidelines and Administrative Procedures.

Price Capped Rental Housing means rental housing subject to a deed restriction requiring that the Housing meet Rental Rate Restrictions, quality, annual compliance and other criteria set forth in the Guidelines and Administrative Procedures.

- Clarified that the Town, when evaluating housing plans for new developments, will consider the entirety of any phased development plans.

- Created a provision/requirement that deed restrictions will not only cap initial sales price but also annual appreciation that may be captured for subsequent re-sales. This (restricting price appreciation on re-sales) is typical in must inclusionary housing regulations and is one way to address affordability throughout the life of a deed restricted unit. Staff will need to update the Community Housing administrative standards (which were approved by resolution, separate from the Housing Guidelines/Article 26 originally) to provide details on eligible improvements that a unit owner can make over time while still capping appreciation.

ANALYSIS:

Supporting Policies

Pursuant to Objective 4.6 of the 2023 Imagine Minturn Community Plan, Ordinance No. 10, Series 2024 is presented for review on first reading by the Council as a means to 1) address the recommended community (affordable) housing-related actions of the 2019 Town of Minturn Housing Action Plan and 2023 Imagine Minturn Community Plan, and 2) to address ongoing, documented housing needs within the Town of Minturn at a time when the Town is experiencing an uptick in the number and type of residential development proposals.

Objective 4.6 of the Community Plan provides: *"Prioritize housing for full-time residents; ensure that residents of all ages and income levels are able to find housing."*

Action 4.6.1 under Objective 4.6 recommends that the Town *"Amend the 200% AMI requirement for inclusionary housing in Minturn to promote more equitable and inclusive access to housing. Further assessment may be necessary to determine the most appropriate thresholds for the community, and many communities require units at a variety of thresholds. A 120% AMI requirement should be available for at least a portion of units."*

Action 4.6.2 under Objective 4.6 recommends that the Town *"Use deed restrictions to require full-time residency in the community in homes created through housing regulations or preserved with public funding such as a buy-down program."*

With these goals and recommended actions in mind, and with the direction of the Town Council and the Planning Commission, staff evaluated the current housing regulations (Article 26), as well as other housing regulations used by other jurisdictions to provide the proposed amendments.

As noted above, the Planning Commission reviewed this ordinance on May 8, 2024, and forwarded a recommendation for approval to the Council with one suggested condition or revision to lower the deed restricted, price capped for sale (initial sales price) maximum AMI – from 140% to 120%.

To better understand or compare the difference between 120% and 140% AMI, the following table breaks down 2021 income and affordability figures at different AMI levels:

Table 8. Eagle County AMI and Maximum Housing Costs, 2021

Eagle County	80% AMI	100% AMI	120% AMI	140% AMI
Household Income (3-persons)	$72,000	$90,000	$108,000	$126,000
Max Affordable Home Price	$259,800	$352,900	$446,000	$539,300
Max Affordable Monthly Rent	$1,800	$2,250	$2,700	$3,150

Source: HUD; Economic & Planning Systems

COMMUNITY INPUT:
Public notice for the public hearing to consider Ordinance No. 10, Series 2024 was provided in accordance with the requirements of the Minturn Municipal Code. The ordinance was presented for review by the Minturn Planning Commission at their regular meeting of May 8, 2024. No members of the public testified regarding Ordinance No. 10 during the Commission hearing.

BUDGET / STAFF IMPACT:
Upon approval of Ordinance No. 10, Series 2024, staff will continue to work with the Eagle County Housing and Development Department to draft additional amendments to the Town's community housing administrative standards and guidelines and will bring forth a resolution to amend that document to include administrative requirements and guidelines for price appreciation for deed restricted units. This may include minimal costs (up to 5 hours, billed hourly) for Eagle County staff time.

STRATEGIC PLAN ALIGNMENT:
Amendments to Chapter 16, specifically to for the purpose of ensuring that the Town's zoning and development regulations are monitored for their efficacy as well as their consistency with the Town's adopted community plan, align with the following key strategies:

PRACTICE FAIR, TRANSPARENT AND COMMUNICATIVE LOCAL GOVERNMENT

THE TOWN WILL SEEK TO MAKE INFORMED, DATA-BASED DECISIONS WITH A STANDARD OF "DOING IT RIGHT." WITH AN HONEST APPROACH TO ALL ASPECTS OF LOCAL GOVERNMENT AND A FOCUS ON THE PUBLIC PROCESS, THE TOWN COUNCIL AND STAFF ARE COMMITTED TO SERVING MINTURN WITH THE HONESTY AND INTEGRITY EXPECTED OF A SMALL-TOWN GOVERNMENT.

ADVANCE DECISIONS/PROJECTS/INITIATIVES THAT EXPAND FUTURE OPPORTUNITY AND VIABILITY FOR MINTURN

THE ABILITY FOR MINTURN TO APPROACH DEVELOPMENT AS RESILIENT, SUSTAINABLE, CREATIVE AND DIVERSE WILL ALLOW THE TOWN TO CONTINUE EMBRACING WHAT HAS "MADE MINTURN, MINTURN." THE TOWN CAN FURTHER LEVERAGE ITS CROSSROADS LOCATION AS A VALLEY-WIDE BENEFIT AND COMPETITIVE ADVANTAGE.

RECOMMENDED ACTION OR PROPOSED MOTION:
Approve Ordinance No. 10, Series 2024 on first reading and direct staff to make any suggested revisions prior to second reading.

ATTACHMENTS:
- Ordinance No. 10, Series 2024

TOWN OF MINTURN, COLORADO
ORDINANCE NO. 10 – SERIES 2024

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO AMENDING CHAPTER 16, ARTICLE 2 AND 26 OF THE MINTURN MUNICIPAL CODE

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

WHEREAS, the Town of Minturn 2023-2025 Strategic Plan (hereinafter the "Strategic Plan") seeks to "foster the authentic small town character that is Minturn," and to "Lead Minturn to long-term viability while preserving its unique character and genuine mountain town community," through specific strategic plan goals and policies;

WHEREAS, the Strategic Plan contains four key strategies for implementation including "Practice fair, transparent and communicative local government," "Long-term stewardship of the natural beauty and health of Minturn's environment," "Sustain and invest in the things that define Minturn as a proud, sturdy mountain town to "Keep Minturn, Minturn," and "Advance decisions/projects/initiatives that expand future opportunity and viability for Minturn;" and

WHEREAS, the Strategic Plan contains specific strategies in support of proposed amendments to Chapter 16, Zoning; and

WHEREAS, in 2023, the Town completed a comprehensive update to the 2009 Community Plan (hereinafter "the 2023 Town of Minturn Community Plan"); and

WHEREAS, a key objective of the 2023 Town of Minturn Community Plan is to review and update the Town's zoning, land use, development and design regulations and standards; and

WHEREAS, Chapter 4, Attainable Housing & Historic Character, of the Community Plan sets forth recommendations to amend and update Chapter 16, Article 26, Community Housing Standards and Guidelines, of the Minturn Municipal Code, to address target Area Median Income (AMI) levels within the Town's inclusionary housing requirements to promote "more equitable and inclusionary housing;" and

WHEREAS, Town Council has directed staff to draft text amendments to Chapter 16 of the Minturn Municipal Code, the Town Land Use Regulations, from time to time, in accordance with the Town's Strategic Plan and Community Plan; and

WHEREAS, on May 8, 2024, the Minturn Planning Commission considered this ordinance and recommended approval; and

WHEREAS, on May 15, 2024, the Minturn Town Council approved this ordinance on first reading; and

WHEREAS, the Minturn Planning Commission and Town Council have determined that the text amendments to Chapter 16 of the Minturn Municipal Code as provided herein are necessary and proper.

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

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

SECTION 2. Chapter 16 of the Minturn Municipal Code is hereby amended to read as follows, with additions shown in double underlined text and language to be deleted shown as ~~strike through~~ text. Sections of Chapter 16 which are not expressly described in this Ordinance are deemed to continue to be in full effect without change.

ARTICLE 2 – Definitions

Price Capped For Sale Housing means housing subject to a deed restriction requiring that the Housing meet Initial Sales Prices, resale price appreciation limits, quality, and other criteria set forth in the Guidelines and Administrative Procedures.

Price Capped Rental Housing means rental housing subject to a deed restriction requiring that the Housing meet Rental Rate Restrictions, quality, annual compliance and other criteria set forth in the Guidelines and Administrative Procedures.

ARTICLE 26 – Community Housing Standards and Guidelines

* * *

Sec. 16-26-100. - Mitigation for residential developments.

All new residential subdivisions and all new multi-family residential developments shall set aside lots or units for community housing as set forth in this Section.

(a) Twenty percent (20%) of the total residential units in any new residential or mixed-use development proposing to create five (5) or more residential dwelling units shall be deed-restricted for resident occupied community housing. In determining whether this requirement applies, the Town shall consider all potential phases of development of the property or properties so that an owner cannot avoid the requirements by dividing the development into individual phases.

(b) Ten percent (10%) of the total residential units in any new residential or mixed-use development proposing to create five (5) or more residential dwelling units shall be deed-restricted to limit the initial sales price ("Price Capped For Sale Housing") to no greater than that which is affordable to households earning no more than ~~two hundred~~ one-hundred forty percent (~~200~~140%) AMI~~;~~ and to limit or cap subsequent re-sale appreciation; or to limit the community housing rental unit rental prices ("Price Capped

Rental Housing") in accordance with guidelines established by the Town and generally set at rates that are affordable to households with incomes no higher than eighty percent (80%) AMI.

(c) Fractional remainders. The development's mitigation responsibility will be rounded to the nearest whole number: Below 0.5 round down (= 0 unit), and round up from 0.5 and higher (= 1 unit).

(d) In lieu of the requirements of subsections (a) and (b) of this section, the development may meet mitigation requirements through a donation of land in an amount determined by the Town Council meeting the following requirements:

(1) Land shall be free of all liens and encumbrances and shall be conveyed by general warranty deed.

(2) Land shall be properly entitled and capable of supporting the applicable number of community housing units.

(3) Land shall be buildable, have suitable soils and drainage and available utilities, and should not be within an area that has potential geologic hazards associated with development.

~~(Ord. 7-2020 §4)~~

* * *

Sec. 16-26-120. - Acceptable methods of community housing mitigation.

The following methods are provided for an applicant to comply with this Article:

(a) Provision of price capped for sale deed-restricted community housing with a maximum initial sales price ("Price Capped For Sale Housing") set at or below ~~two hundred~~ one-hundred forty percent (~~200~~140%) AMI affordability level and with re-sale appreciation rates capped in accordance with guidelines established by the Town.

(b) ~~Provision of resident occupied deed-restricted community housing for rental and for sale community housing units.~~ Provision of community housing rental unit rental prices ("Price Capped Rental Housing") in accordance with guidelines established by the Town and generally set at rates that are affordable to households with incomes no higher than eighty percent (80%) AMI.

(c) ~~Conveyance of land to the Town in lieu of community housing in an amount determined by the Town Council.~~ Provision of resident occupied deed-restricted community housing for rental and for sale community housing units.

(d) Conveyance of land to the Town in lieu of community housing in an amount determined by the Town Council.

~~(Ord. 7-2020 §4)~~

* * *

INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THE 15TH DAY OF MAY 2024. 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 5TH DAY OF JUNE 2024 AT 5:30 p.m. AT THE MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.

TOWN OF MINTURN, COLORADO

_____
Earle Bidez, Mayor

ATTEST:

By:_____
Jay Brunvand, Town Clerk

THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE ENACTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THIS 5TH DAY OF JUNE 2024.

TOWN OF MINTURN, COLORADO

_____
Earle Bidez, Mayor

ATTEST:

By:_____
Jay Brunvand, Town Clerk

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

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

Town Council Public Hearing

Minturn North Construction Company

Conditional Use Permit for Temporary Construction Management Office and Storage

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Hearing Date:	June 5, 2024
File Name and Process:	Minturn North Conditional Use Permit
Owner/Applicant:	Union Pacific Railroad / Rick Hermes, Minturn North Construction Company
Representative:	Rick Hermes
Legal Description:	N/A
Zoning:	Game Creek Character Area PUD Holding Zone
Staff:	Madison Harris, Planner I
Recommendation:	**Approval, with Conditions**

Staff Report

I. Summary of Request:

The Applicant, Rick Hermes, of Minturn North Construction Company requests review of a new Conditional Use Permit for leased portions of the Union Pacific Railroad (UP) property to allow for temporary construction management office and storage uses generally located east of the Meadow Mountain Business Park and the Eagle River, in between the rail line and Minturn Road.

Figure 1: Vicinity Map

The Applicant proposes to use a lease area for the following uses:

1. Temporary construction management office
2. Unpaved parking
3. Construction material and equipment storage
4. Associated restroom facilities

Figure 2: Lease Area Boundary

From the application, the following description is provided by the Applicant:

"Due to the amount of construction that will be ongoing throughout the site, we believe the construction management office, unpaved parking, construction material and equipment storage and associated restroom facilities are better located on an adjacent 0.66-acre Union Pacific Railroad property across from Fourth Street. This location will have less impact on Taylor Avenue residents and Owners within the Minturn North PUD. By placing a management office at this location, we can see who is entering and exiting the construction site and it gives the sub-contractors a good place to check-in with added parking when needed. The more efficient we can be, the less impact there will be on existing surrounding land uses."

As outlined within this report, **staff and the Planning Commission are recommending approval with conditions** of the proposed CUP.

II. <u>Summary of Process and Code Requirements</u>:

This is a Conditional Use Permit (CUP) review by the Town of Minturn Town Council, which should result in the Town Council making a formal decision for approval, approval with conditions, or denial of the CUP request in accordance with the standards, criteria and findings outlined in Section 16-21-620 – *Conditional Use*, Minturn Municipal Code.

Specifically, any action of the Town of Minturn Town Council should be based on the following standards and findings:

(e) Conditions and procedure of issuance.

(1) The Town Council may approve the application as submitted or may approve the application subject to such modifications or conditions as it deems necessary to accomplish the purpose of this Article, or the Town Council may deny the application

(d) Administrative procedure.

(1) Upon receipt of a completed and proper application, the Planning Director shall set a public hearing for the Planning Commission and give public notice as required by this Chapter.

(2) Criteria; findings. Before acting on a conditional use permit application, the Planning Commission and Town Council shall consider the following factors with respect to the proposed use:

a. The relationship and impact of the use on the community development objectives of the Town.

b. The effect of the use on distribution of population, transportation, utilities, schools, parks and recreational facilities and other public facilities and public facility needs.

c. The effect upon traffic, with particular reference to congestion, automotive and pedestrian safety, traffic flow and control, access, maneuverability and snow removal.

d. The effect upon the character of the area in which the proposed use is to be located, including the scale and bulk of the proposed use in relation to surrounding uses, the amount of noise, lighting and glare, dust and compatibility of the use with the Character Area it is in and surrounding areas.

e. Necessary findings. The Planning Commission and Town Council shall make the following findings before making a recommendation or decision that a conditional use permit be granted:

1. That the proposed location of the use is in accordance with the purposes of this Chapter, the Community Plan and the purposes of the zone in which the site is located.

2. *That the proposed location of the use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.*

3. *That the proposed use will comply with each of the applicable provisions of this Chapter."*

III. Background:

According to the Minturn Municipal Code, any uses occurring on the UP properties – located within the "Game Creek Character Area PUD Holding Zone District" - require the approval of a Planned Unit Development (PUD), or, if master planning the UP property is not proposed, a Conditional Use Permit.

There are currently five CUPs approved for several business entities operating within the UP property. Conditional Use Permits for contractor storage on UP property have historically been approved with the following conditions or standards:

1. No vehicle shall exceed 40'2" in length. This restriction does not apply to storage containers that may be used for storage of materials and equipment associated with or incidental to the business operations approved under this CUP. Such container(s) must be maintained in an orderly manner; must be contained and screened to the greatest extent possible with fencing and green mesh screening materials; and, shall not be stacked.
2. No storage of campers, pop-ups, conversion vans, camper trailers, or similar camping related vehicles is permitted. Storage of snowmobiles, ATV's, dirt bikes, and other personal recreational vehicles is permitted.
3. No inoperable or unlicensed vehicles are to be kept on the property for longer than five (5) days. (Pursuant to Section 7-2-70 Minturn Municipal Code).
4. Leased lots associated with the CUP are to be maintained in a clean and orderly condition, permitting no deposit or accumulation of refuse or materials other than those ordinarily attendant upon the use for which such premises are legally intended. (Pursuant to Section 7-4-50 Minturn Municipal Code).
5. CUP holders are to maintain and conduct business within the lease areas associated with the approved and valid CUP only.
6. Violations. The following schedule of fines for violations not remedied within 30 days:
   - ***a.*** The first violation will be fined $100.
   - ***b.*** The second violation will be fined $250.
   - ***c.*** The third and subsequent violations will be fined $500.
7. Each CUP will be subject to annual review by the Town staff with regard to compliance with the terms of use and conditions of approval associated with the CUP. The Town staff shall provide a report to the Town Council following such annual review. The report shall, in a general manner, provide updates on the following:
   - ***a.*** Any violations or other incidences requiring staff response and Town resources out of the ordinary course of Town business and services. A violation will only be

counted if the infraction has not been corrected within 30 days of notice being sent to the CUP holder.

b. Compliance with the overall terms of use permitted by the CUP as well as observations regarding the condition of the lease/CUP area.

c. Any changes in i) Lessee/Sub-Lessee; and, ii) uses within CUP area.

d. At staff's discretion, a recommendation may be made to Council to revoke the CUP having accumulated three violations in a calendar year (Jan 1 to Dec 31).

8. Lessees are required to meet with the Town Council every three (3) years for CUP review. The review shall include but not be limited to inspections by Town staff and the following reporting:
   - ***a.*** Report from Code Compliance Office
   - ***b.*** Report from Planning Department
9. Hours of operation: 7 days a week. 7:00 a.m. to 7:00 p.m.
10. Uses must be in compliance with the applicable laws, including Minturn Municipal Code, state and federal law. A violation of any law within the permitted premises shall be considered a violation of the CUP.
11. All uses and occupancy associated with activities approved for each individual CUP shall adhere at all times with the noise and vibration standards of the Town (pursuant to Section 16-18-30, Minturn Municipal Code).
12. All leased areas associated with the CUP must be fenced and screened (green mesh screening materials) along the perimeter of leased property.
13. Supplies, parking, vehicles, truck containers, and equipment within fenced area or designated leased area only
14. Proper fuel containment I inspected by Eagle River Fire Protection District for small volume (less than 100 gallons) in OSHA approved containers.
15. All overnight parking must be done within the fenced yard and/or building(s) associated with the approved CUP.
16. Any chemical storage will require material safety data sheets. No chemical storage within 30' live stream setback areas along the Eagle River and/or Game Creek.
17. Emergency access of 20' through the Union Pacific rail yard and at both access gates shall be maintained.
18. Off-season use will require site storage of snow and keeping emergency access cleared.
    - ***a.*** Maintain proper snow storage or sufficient snow removal
19. Conditional use granted as long as the applicant complies with the conditions and has a valid lease agreement with the owner of the property.
20. Town staff inspects the site for compliance at any time.

Staff and the Planning Commission are recommending the following conditions:

1. No vehicle entering the property shall exceed 40’-2” in length. This restriction does not apply to the installation of the construction management office and storage containers that may be used for storage of materials and equipment associated with or incidental to the business operations approved under this CUP. Such container(s) must be maintained in an orderly manner; must be screened to the greatest extent possible with fencing and green mesh screening materials.

2. No storage of campers, ATV's, dirt bikes, snowmobiles, pop-ups, conversion vans, camper trailers, or similar camping related vehicles or personal use vehicles are permitted.
3. No inoperable or unlicensed vehicles are to be kept on the property for longer than five (5) days. (Pursuant to Section 7-2-70 Minturn Municipal Code).
4. The CUP property is to be maintained in a clean and orderly condition, permitting no deposit or accumulation of refuse or materials other than those ordinarily attendant upon the use for which such premises are legally intended.
5. Minturn North Construction Company is to maintain and conduct business within the CUP area associated with the approved and valid CUP only.
6. Violations. The following schedule of fines shall be enforced for violations not remedied within thirty (30) days:
    a. The first violation will be fined $100.00
    b. The second violation will be fined $250.00
    c. The third and subsequent violations will be fined $500.00
7. The CUP will be subject to a quarterly review by the Town of Minturn Planning Staff with regard to compliance with the terms of use and conditionals of approval associated with the CUP for the first year of the CUP, and all subsequent years of the CUP there shall be an annual review by the Town of Minturn Planning Staff with regard to compliance with the terms of use and conditions of approval associated with the CUP. The Town Staff shall provide a report to the Town Council following such review. The report shall, in a general manner, provide updates on the following:
    a. Any violations or other incidences requiring Staff response and Town resources out of the ordinary course of Town business and services. A violation will only be counted if the infraction has not been corrected within thirty (30) days of notice being sent to the CUP holder.
    b. Compliance with the overall terms of use permitted by the CUP as well as observations regarding the condition of the CUP area.
    c. Any changes in i). Lessee/Sub-Lessee; and ii). Uses within the CUP area.
    d. At Staff's discretion, a recommendation may be made to Council to revoke the CUP having accumulated three violations in a calendar year (January 1 to December 31).
8. The CUP is valid for three (3) years. Applicant may request an extension of the CUP every year thereafter following a review with the Minturn Town Council. The review shall include but not limited to inspections by the Town Staff and the following reporting:
    a. Report from a Code Compliance Officer.
    b. Report from Planning Department
9. Working hours within the permitted area will coincide with the Minturn North PUD. Exterior hours may occur between the hours of 7:00 am MST and 6:00 pm MST Monday – Saturday. Interior hours may occur between the hours of 7:00 am MST and 6:00 pm MST Monday – Sunday.
10. Uses must be in compliance with the applicable laws, including Minturn Municipal Code, state and federal law. A violation of any law within the permitted premises shall be considered a violation of the CUP.

11. All uses associated with activities approved by the CUP shall adhere at all times with the noise and vibration standards of the Town (pursuant to Section 16-18-30, Minturn Municipal Code).
12. The CUP boundary must be gated, fenced and screened (green mesh screening materials).
13. Supplies, parking, vehicles, storage containers, structures, and equipment must be placed within the CUP boundary.
14. No fuel containment shall be permitted within the CUP boundary.
15. All overnight parking must be done within the approved and fenced CUP boundary.
16. No chemical storage is permitted within the approved CUP boundary.
17. A 20' ingress/egress access shall be maintained.
18. Proper snow storage areas must be maintained and sufficient for snow removal within the approved CUP area. The ingress/egress access shall be maintained at all times for emergency access.
19. Minturn North Construction Company is required to be under a valid lease agreement with Union Pacific Railroad.
20. Town Staff shall be allowed access to the site to inspect for approved CUP compliance at any time.
21. The Town Council shall determine that the CUP agreement shall be completed and expired upon final Certificates of Occupancy for all 39 lots.

IV. <u>Zoning Analysis</u>:

Zoning

The subject property is located within the "Game Creek Character Area" PUD Holding Zone District. The description and purposes of the PUD Holding Zone District are as follows:

> ***Sec. 16-12-10. - Character Area characteristics.***
> *The Game Creek Character Area is visually prominent from the north entryway into the Town. The area is predominantly devoted to railroad use and will require a comprehensive planning effort prior to redevelopment. In addition to the rail yard, the area contains the Taylor Avenue neighborhood, some commercial uses and a community parking lot. The area is bisected by the railroad right-of-way, which is intended to remain as a continuous transportation corridor. Most of the area lacks adequate street rights-of-way and utilities. The Community Plan has identified this area as an appropriate area for extension of the Old Town commercial core, mixed-use and residential development; however, high impact industrial uses are discouraged. Enhancement of the Eagle River corridor is a community priority.*
>
> *- Town of Minturn Municipal Code Section 16-12-10*

Sec. 16-12-30. - Game Creek PUD Holding Zone.

(a) *This area is currently owned by the Union Pacific Railroad; however, trains are no longer utilizing the corridor or the rail yard.* ***The historic industrial zoning is no longer appropriate due to the probable abandonment of the rail line and potential conflict with future commercial and residential development.***

Redevelopment of this area will have a significant impact on the future character and size of the Town.

(b) *It is an objective of the Town to plan and redevelop the rail yard as a master planned development that is compatible with the existing Town character. Future development and land use decisions for this area need to incorporate community input and involve an open public process. The PUD Holding Zone and the PUD review process will provide for the flexibility, innovation and public input necessary to achieve the goals and objectives of the Community Plan and this Chapter. This area has been identified in the Community Plan as an area suitable for expansion of Old Town and as a "potential Town Center" site. Development in this area needs to incorporate appropriate residential and low-impact land uses along Taylor Avenue to minimize impacts to the existing neighborhood. The rail corridor should be maintained and improved access to and across the Eagle River should be incorporated into proposed development plans.*

(c) *PUD or special review required: Planned Unit Development master development plan for the PUD Holding Zone is the preferred review process for future development of the Game Creek Holding Zone.* ***If circumstances arise that do not provide for the submittal of a PUD master development plan for the entire Game Creek PUD Holding Zone, the owners may apply to the Town for a Planned Unit Development on a portion of the property or may apply for a special review use permit for consideration of a temporary use.***

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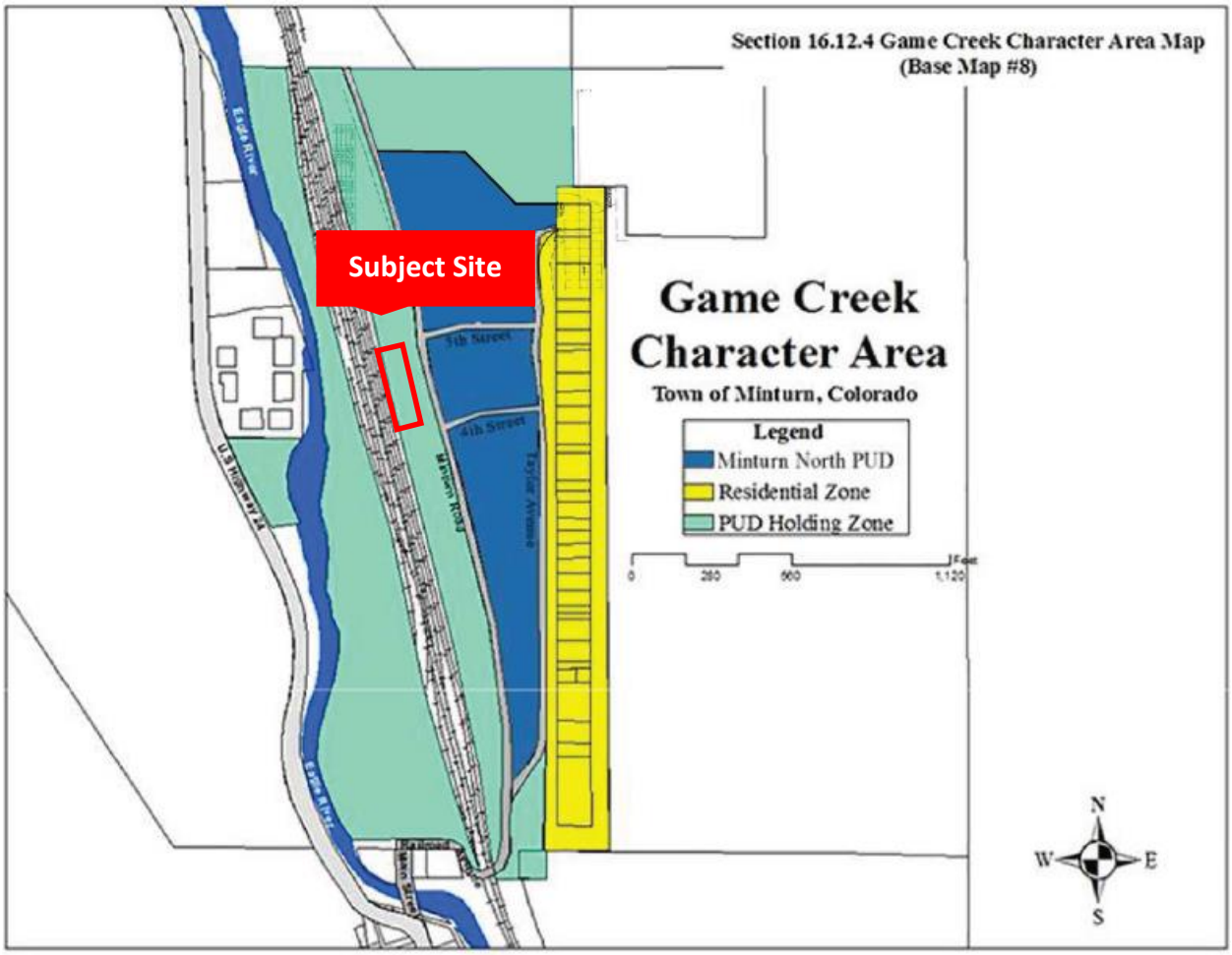


Figure 3: Game Creek Character Area Zoning Map

Dimensional Limitations and Development Standards

The only applicable dimensional limitation and/or development standard for the PUD Holding Zone is the 30' river setback to be measured from the mean highwater mark on the Eagle River..

The Town of Minturn Design Standards and Guidelines, under Section C – *Design Criteria*, subsection 'c' – *Materials and Screening*, offers the following guidance:

c. Screening

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

*"****The screening may occur with landscaping****, compliant with Sections 16-16-140, 16-16-150 and 16-16-160,* ***or these uses may be screened with fencing or by containing***

the uses within a structure or parapet walls. *Fences shall not exceed 3-feet in height for opaque fences and 4 feet in height for fences which you can see through.* ***Higher fences may be used to screen the sides and rear of the lot but should not exceed 6 feet in height.*** *In no case shall a fence or screening structure obstruct a driver's view of an intersection."*

V. Issues and Discussion Topics:

Staff has not identified any issues specific to this proposal. This proposal is similar to other CUPs associated with contractor storage and the Applicant has provided evidence to demonstrate that the use can meet all of the conditions and terms of use.

VI. Staff Findings and Analysis:

The following section provides staff responses to each of the applicable Conditional Use criteria.

a. The relationship and impact of the use on the community development objectives of the Town.

Staff Response:
Under "An Economically Vibrant Community: Commercial Development & Industry" of the 2023 Imagine Minturn Community Plan, it states, in part, that *"Data from the Town's business licenses show a diverse and entrepreneurial mix of businesses. Construction and trades again represent a large proportion of businesses, ranging from general contracting and construction businesses to heavy construction."*

The UP property – and the lease areas - is one of the first things people see when they enter Town from the North. This is a unique piece of land which allows light industrial/contractor storage uses that are not permitted elsewhere in Town and thus adds to the diversity and mix of businesses, to ensure that such uses can remain in this area while not becoming a detriment to the image of the town, the enjoyment of adjacent or nearby properties, or the resources and efficacy of the Town government.

b. The effect of the use on distribution of population, transportation, utilities, schools, parks and recreational facilities and other public facilities and public facility needs.

Staff Response:
The requested storage uses within the lease boundaries will likely have minimal material impact or effect on the distribution of population, transportation, utilities, schools, parks and recreational facilities and other public facilities and/or needs so long as the conditions of the CUP are adhered to and enforced.

c. The effect upon traffic, with particular reference to congestion, automotive and pedestrian safety, traffic flow and control, access, maneuverability and snow removal.

Staff Response:
As part of the construction management plan submitted to the Town all contractor traffic should only be accessing the site via Minturn Road. There will likely be a material increase in local traffic, due to the development project, but unlikely to be as a result of the approval of the CUP. Congestion, pedestrian safety, traffic flow and control, access, maneuverability and snow removal in the immediate vicinity of the subject property should all be priorities for the Applicant.

d. The effect upon the character of the area in which the proposed use is to be located, including the scale and bulk of the proposed use in relation to surrounding uses, the amount of noise, lighting and glare, dust and compatibility of the use with the Character Area it is in and surrounding areas.

Staff Response:
Staff believes that the main factor impacting the character of the surrounding area or, importantly, the compatibility of the use within the Game Creek Character Area is the visual or aesthetic quality of the lease area. The Applicant has stated that his intent is to utilize the fenced and screened area for storage of materials and equipment and a temporary construction office. No additional site (exterior) lighting is proposed with this CUP request and staff does not anticipate that the use of the lease area will generate noise, glare, or dust outside of the approved working hours as laid out in the recommended conditions.

e. Necessary findings. The Planning Commission and Town Council shall make the following findings before making a recommendation or decision that a conditional use permit be granted:

1. That the proposed location of the use is in accordance with the purposes of this Chapter, the Community Plan and the purposes of the zone in which the site is located.

Staff Response:
Generally, the subject site is located within a historically industrial and commercial area. Yet, the Town's master plan and guiding policy statements for the Game Creek Character PUD Holding Zone anticipate the discontinuance of industrial uses in favor of commercial and residential redevelopment:

> *"The Game Creek Character Area is visually prominent from the north entryway into the Town. The area is predominantly devoted to railroad use and will require a comprehensive planning effort prior to redevelopment. In addition to the rail yard, the area contains the Taylor Avenue neighborhood, some commercial uses and a community parking lot. The area is bisected by the railroad right-of-way, which is intended to remain as a continuous transportation corridor. Most of the area lacks adequate street rights-of-way and utilities. The Community Plan has identified this area as an appropriate area for extension of the Old Town commercial core, mixed-use and residential development; however, high impact industrial uses are discouraged. Enhancement of the Eagle River corridor is a community priority."*

- Town of Minturn Municipal Code Section 16-12-10

The continued leasing of UP lands in the Game Creek Character Area for temporary light-industrial and storage uses appears contrary to the above statement from the Minturn Municipal Code. Yet, a primary purpose of the Conditional Use Permit review - the Town's primary zoning and code enforcement tool to control uses on private property - is to ensure that permitted uses are, in effect, temporary and inspected on a regular basis for compliance; that, any such approval granted by the Town is valid so long as the terms and conditions are adhered to.

2. ***That the proposed location of the use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.***

   Staff Response:
   Generally, the location and uses proposed, if properly conditioned, should not be detrimental to the public health, safety or welfare, nor should they be materially injurious to the properties or improvements in the vicinity if the site is maintained in accordance with the standards of the Minturn Municipal Code and any conditions of approval.

3. ***That the proposed use will comply with each of the applicable provisions of this Chapter.***

   Staff Response:
   Staff believes that as proposed, and if conditioned properly, the requested CUP for contractor storage will comply with the applicable provisions of the Town's zoning code (Chapter 16).

VII. Staff Recommendation: Approval with Conditions

Staff and the Planning Commission suggest the proposed Conditional Use Permit for Temporary Construction Management Office and Storage uses for Minturn North Construction Company, as conditioned, will conform with the Towns community plan as well as the applicable provisions and requirements of Chapter 16 - Zoning.

Therefore, staff and the Planning Commission are recommending approval, with the following conditions for the Town Council's consideration:

1. No vehicle entering the property shall exceed 40'-2" in length. This restriction does not apply to the installation of the construction management office and storage containers that may be used for storage of materials and equipment associated with or incidental to the business operations approved under this CUP. Such container(s) must be maintained in an orderly manner; must be screened to the greatest extent possible with fencing and green mesh screening materials.
2. No storage of campers, ATV's, dirt bikes, snowmobiles, pop-ups, conversion vans, camper trailers, or similar camping related vehicles or personal use vehicles are permitted.

3. No inoperable or unlicensed vehicles are to be kept on the property for longer than five (5) days. (Pursuant to Section 7-2-70 Minturn Municipal Code).
4. The CUP property is to be maintained in a clean and orderly condition, permitting no deposit or accumulation of refuse or materials other than those ordinarily attendant upon the use for which such premises are legally intended.
5. Minturn North Construction Company is to maintain and conduct business within the CUP area associated with the approved and valid CUP only.
6. Violations. The following schedule of fines shall be enforced for violations not remedied within thirty (30) days:
    a. The first violation will be fined $100.00
    b. The second violation will be fined $250.00
    c. The third and subsequent violations will be fined $500.00
7. The CUP will be subject to a quarterly review by the Town of Minturn Planning Staff with regard to compliance with the terms of use and conditionals of approval associated with the CUP for the first year of the CUP, and all subsequent years of the CUP there shall be an annual review by the Town of Minturn Planning Staff with regard to compliance with the terms of use and conditions of approval associated with the CUP. The Town Staff shall provide a report to the Town Council following such review. The report shall, in a general manner, provide updates on the following:
    a. Any violations or other incidences requiring Staff response and Town resources out of the ordinary course of Town business and services. A violation will only be counted if the infraction has not been corrected within thirty (30) days of notice being sent to the CUP holder.
    b. Compliance with the overall terms of use permitted by the CUP as well as observations regarding the condition of the CUP area.
    c. Any changes in i). Lessee/Sub-Lessee; and ii). Uses within the CUP area.
    d. At Staff's discretion, a recommendation may be made to Council to revoke the CUP having accumulated three violations in a calendar year (January 1 to December 31).
8. The CUP is valid for three (3) years. Applicant may request an extension of the CUP every year thereafter following a review with the Minturn Town Council. The review shall include but not limited to inspections by the Town Staff and the following reporting:
    a. Report from a Code Compliance Officer.
    b. Report from Planning Department
9. Working hours within the permitted area will coincide with the Minturn North PUD. Exterior hours may occur between the hours of 7:00 am MST and 6:00 pm MST Monday – Saturday. Interior hours may occur between the hours of 7:00 am MST and 6:00 pm MST Monday – Sunday.
10. Uses must be in compliance with the applicable laws, including Minturn Municipal Code, state and federal law. A violation of any law within the permitted premises shall be considered a violation of the CUP.
11. All uses associated with activities approved by the CUP shall adhere at all times with the noise and vibration standards of the Town (pursuant to Section 16-18-30, Minturn Municipal Code).
12. The CUP boundary must be gated, fenced and screened (green mesh screening materials).

13. Supplies, parking, vehicles, storage containers, structures, and equipment must be placed within the CUP boundary.
14. No fuel containment shall be permitted within the CUP boundary.
15. All overnight parking must be done within the approved and fenced CUP boundary.
16. No chemical storage is permitted within the approved CUP boundary.
17. A 20’ ingress/egress access shall be maintained.
18. Proper snow storage areas must be maintained and sufficient for snow removal within the approved CUP area. The ingress/egress access shall be maintained at all times for emergency access.
19. Minturn North Construction Company is required to be under a valid lease agreement with Union Pacific Railroad.
20. Town Staff shall be allowed access to the site to inspect for approved CUP compliance at any time.
21. The Town Council shall determine that the CUP agreement shall be completed and expired upon final Certificates of Occupancy for all 39 lots.

CONDITIONAL USE PERMIT APPLICATIO

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT
P.O. Box 309 - 302 Pine Street- Minturn, Colorado 81649-0309
Phone: 970-827-5645 Email: planner@minturn.org

Project Name:

Minturn North - Temporary Construction Management Office and Storage

Project Location

Street Address: A .66-acre portion of parcel 2103-262-00-019
Refer to Attached Vicinity Map

Legal Description (Lot, Block, Subdivision): See above

Parcel Number(s): See Above

Application Request:

Refer to attached Letter of Intent regarding use of Property

Applicant:

Name: Minturn North Construction Company

Mailing Address: PO Box 2633 Edwards, CO 81632

Phone: 970.688.1062

Email: RickH@ResortConceptsCO.

Property Owner:

Name: Union Pacific Railroad Co.

Mailing Address: 1400 Douglas ST Stop 1640
Omaha, NE 68179

Phone: 402.544.2255

Email: JAGates@UP.com

Required Information:

Lot Size: .66-acres	Type of Residence (Single Family, ADU, Duplex) N/A	# of Bedrooms N/A	# On-site Parking Spaces 24
# of Stories: 1	Snow storage sq ft: 5,000	Building Footprint sq ft: 1928	Total sq ft Impervious Surface: 1928

Signature:

$800+Costs attributable to the review by consultant time are billed at actual hourly rates. Cost assessed after first hour.

Fee Paid:_____ **Date Received:**_____ **Planner:**_____

CONDITIONAL USE PERMIT APPLICATION

SUBMITTAL CHECKLIST REQUIREMENTS
(TO BE INCLUDED WITH APPLICATION)

Applicant	Staff	
☑	☐	**Application Form** (Please fill out the Form and Return with the Packet)
☑	☐	**Letter of Intent** (As Detailed as Possible) -- What is the purpose of the project including; • Relevant Background • Current Status of the Site • All Proposed Uses and Structures • How the Proposal Differs from what already exists • Information regarding Easements or Dedicated Tracts, etc.
☑	☐	**Vicinity Map** -- Directional Map indicating how to get to the Property involved in the request.
☑	☐	**Improvement Location Certificate of Survey (ILC or ILS), as appropriate**

☑	☐	**Site Plan showing Precise Nature of the Proposed Use**
		• Topography
		• Building Location
		• Parking Plan
		• Traffic Circulation
		  ○ Location and Width of Existing and Proposed Access Points
		  ○ Location of Existing Driveways and Intersections
		• Useable Open Space
		• Landscaped Area – Plan
		• Approximate Location of Existing Wooded Areas and Rock Outcrops
		• Location and Type of Existing and Proposed Easements
		• Utility Easements
		• Drainage Features

☑	☐	**Elements needed on the Site Plan** • Scale • North Arrow • Date Prepared • Lot Dimensions, Area, Entire Site Acreage
☑	☐	**Description of precise nature of the proposed use and its operating characteristics and measures proposed to make the use compatible with other properties in vicinity.**

MINTURN NORTH
WHERE adventure BEGINS

March 18, 2024

To: Town of Minturn Planning Department
Re: Conditional Use Permit Letter of Intent
Temporary Construction Management Office and Storage
0.66-Acre UPRR Property (Portion of Parcel 2103-262-00-019
CC: Madison Harris
Scot Hunn

Please accept this Conditional Use Permit Application on behalf of Minturn North Construction Company, LLC. The information contained herein is intended to explain the purpose of the request and provide information in satisfaction of the application requirements.

Relevant Background: The Minturn North PUD was approved by the Town of Minturn on December November 15th, 2023 and recorded on March 4, 2024. Pursuant to Section 6.0, page 15, the Minturn North PUD states the following:

"During construction, all Planning Areas may be used for temporary uses including, but not limited to, construction offices, unpaved parking, construction material and equipment storage, waste collection, restrooms, and sales offices. All such uses may be approved during the building permit review process as determined by the Town of Minturn Town Manager or assigns."

Due to the amount of construction that will be ongoing throughout the site, we believe the construction management office, unpaved parking, construction material and equipment storage and associated restroom facilities are better located on an adjacent 0.66-acre Union Pacific Railroad property across from Fourth Street. This location will have less impact on Taylor Avenue residents and Owners within the Minturn North PUD. By placing a management office at this location, we can see who is entering and exiting the construction site and it gives the sub-contractors a good place to check-in with added parking when needed. The more efficient we can be, the less impact there will be on existing surrounding land uses. Union Pacific Railroad and Minturn North Construction Company have prepared a DRAFT lease agreement for this property which is attached as **Exhibit 'A'**. A Site Plan identifying the precise nature of the Proposed Use is attached as **'Exhibit B'**.

Current Status of the Site: The site is currently devoid of landscaping and has been used by Union Pacific Railroad as an access point and parking area for railroad maintenance. Please refer to attached **'Exhibit C'** for site photos and a google earth image of the existing conditions.

Proposed Uses and Structures: As shown on **Exhibit 'B'**, the proposed uses of the property are temporary and include a construction management office, trash containers, lockable storage containers, and a construction material laydown area. The perimeter of the property will be fenced and gated with a 6' windscreen fence. A gravel track pad will be installed at the entry/exit location onto Minturn Road. Images of the proposed structures and fencing are attached as **Exhibit 'D'**.

Existing Use vs. Proposed Use: The property is currently located within the Game Creek Character Area – PUD Holding Zone and is undeveloped (Refer to **Exhibit 'E'**). Existing access to the property is from Minturn Road across from Fourth Street. The Conditional Use Permit proposes to use the existing access from Minturn Road as the point of entry into the gated and fenced temporary use area.

Easements, Dedicated Tracts and Utilities: There are no easements proposed within the Conditional Use Permit area. The 0.66-acre property identified on Exhibit 'B' is within Parcel 2103-262-00-019. Electric lines are adjacent to the property along the western edge of Minturn Road. The construction management office will include a transformer and be connected to the existing electrical lines at the north end of the property.

Site Plan - Additional Salient Information:

1. The site is gently sloping downward from Minturn Road through the subject property.
2. The structures have been located along the eastern border of the property adjacent to the fencing to minimize visual impact.
3. Parking is permitted as shown on **'Exhibit B'**.
4. The existing access from Minturn Road will be used. This access will be maintained at a minimum 20' width.
5. Due to the nature of the use, and location of the property, no landscaping is anticipated.
6. There are no distinguishable existing landscape features on the proposed property.
7. No easements are required as a part of this Conditional Use Permit Application.
8. There is an existing drainage beyond the south edge of the subject property and a minor (15" CMP) drainage outflow approximately 85' from the south end of the property under Minturn Road.
9. Dust mitigation and Minturn Road cleaning will be maintained by Minturn North Construction Company.

Restrictions and Conditions: The following restrictions and conditions shall apply to the subject property.

1. No vehicle entering the property shall exceed 40'-2" in length. This restriction does not apply to the installation of the construction management office and storage containers that may be used for storage of materials and equipment associated with or incidental to the business operations approved under this CUP. Such container(s) must be maintained in an orderly manner; must be screened to the greatest extent possible with fencing and green mesh screening materials.

2. No storage of campers, ATV's, dirt bikes, snowmobiles, pop-ups, conversion vans, camper trailers, or similar camping related vehicles or personal use vehicles are permitted.
3. No inoperable or unlicensed vehicles are to be kept on the property for longer than five (5) days. (Pursuant to Section 7-2-70 Minturn Municipal Code).
4. The CUP property is to be maintained in a clean and orderly condition, permitting no deposit or accumulation of refuse or materials other than those ordinarily attendant upon the use for which such premises are legally intended.
5. Minturn North Construction Company is to maintain and conduct business within the CUP area associated with the approved and valid CUP only.
6. Violations. The following schedule of fines shall be enforced for violations not remedied within thirty (30) days:
    a. The first violation will be fined $100.00
    b. The second violation will be fined $250.00
    c. The third and subsequent violations will be fined $500.00
7. The CUP will be subject to an annual review by the Town of Minturn Planning Staff with regard to compliance with the terms of use and conditions of approval associated with the CUP. The Town Staff shall provide a report to the Town Council following such annual review. The report shall, in a general manner, provide updates on the following:
    a. Any violations or other incidences requiring Staff response and Town resources out of the ordinary course of Town business and services. A violation will only be counted if the infraction has not been corrected within thirty (30) days of notice being sent to the CUP holder.
    b. Compliance with the overall terms of use permitted by the CUP as well as observations regarding the condition of the CUP area.
    c. Any changes in i). Lessee/Sub-Lessee; and ii). Uses within the CUP area.
    d. At Staff's discretion, a recommendation may be made to Council to revoke the CUP having accumulated three violations in a calendar year (January 1 to December 31).
8. The CUP is valid for three (3) years. Applicant may request an extension of the CUP every year thereafter following a review with the Minturn Town Council. The review shall include but not limited to inspections by the Town Staff and the following reporting:
    a. Report from a Code Compliance Officer.
    b. Report from Planning Department
9. Working hours within the permitted area will coincide with the Minturn North PUD. Exterior hours may occur between the hours of 7:00 am MST and 6:00 pm MST Monday – Saturday. Interior hours may occur between the hours of 7:00 am MST and 6:00 pm MST Monday – Sunday.
10. Uses must be in compliance with the applicable laws, including Minturn Municipal Code, state and federal law. A violation of any law within the permitted premises shall be considered a violation of the CUP.
11. All uses associated with activities approved by the CUP shall adhere at all times with the noise and vibration standards of the Town (pursuant to Section 16-18-30, Minturn Municipal Code).
12. The CUP boundary must be gated, fenced and screened (green mesh screening materials).

13. Supplies, parking, vehicles, storage containers, structures, and equipment must be placed within the CUP boundary.
14. No fuel containment shall be permitted within the CUP boundary.
15. All overnight parking must be done within the approved and fenced CUP boundary.
16. No chemical storage is permitted within the approved CUP boundary.
17. A 20' ingress/egress access shall be maintained.
18. Proper snow storage areas must be maintained and sufficient for snow removal within the approved CUP area. The ingress/egress access shall be maintained at all times for emergency access.
19. Minturn North Construction Company is required to be under a valid lease agreement with Union Pacific Railroad.
20. Town Staff shall be allowed access to the site to inspect for approved CUP compliance at any time.

Sincerely,

Rick Hermes
RickH@ResortConceptsCO.com

EXHIBIT A

Lease Agreement

Industrial Lease (Year To Year) 09-01-06
(Unimproved Property)
Form Approved, Law

Project No. 0786605

LEASE OF PROPERTY
(INDUSTRIAL LEASE - UNIMPROVED - YEAR TO YEAR)

THIS LEASE ("Lease") is entered into on _____, 2024, between **UNION PACIFIC RAILROAD COMPANY** ("Lessor") and **MINTURN CROSSING, LLC,** a Colorado Limited Liability Company, whose address is 225 Main St, Suite 101, Edwards, Colorado 81632 ("Lessee").

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

Article 1. PREMISES; USE.

Lessor leases to Lessee and Lessee leases from Lessor the premises ("Premises") at Minturn, Colorado, shown on the print dated September 13, 2023, marked **Exhibit A**, hereto attached and made a part hereof, subject to the provisions of this Lease and of **Exhibit B** attached hereto and made a part hereof. The Premises may be used for storage of construction materials, and parking of vehicles and trailers, and purposes incidental thereto, only, and for no other purpose.

Article 2. TERM.

The term of this Lease shall commence June 15, 2024, contingent on the Town of Minturn approval of the special use permit, and, unless sooner terminated as provided in this Lease, shall extend for one year and thereafter shall automatically be extended from year to year.

Article 3. FIXED RENT.

A. Lessee shall pay to Lessor, in advance, fixed rent of twenty one thousand five hundred sixty three Dollars ($21,563.00) per annum.. The rent shall be automatically increased by 3.0 percent (3.0%) per annum, cumulative and compounded.

B. Not more than once every three (3) years Lessor may redetermine the rent. In the event that Lessor does redetermine the rent, Lessor shall notify Lessee of such change.

Article 4. GUARANTOR LIABILITY.

In order to induce Lessor to enter into the above Lease with Lessee, RICK HERMES (Guarantor) unconditionally and absolutely guarantees to perform all of the obligations of Lessee under the Lease to the same extent as if both Lessee and Guarantor had been named in the Lease as tenants with joint and several liability for the performance of all of the Lessee's covenants and conditions contained in the Lease. Guarantor waives any legal obligation of Lessor to proceed first against Lessee or to exhaust any remedy Lessor may have against Lessee. All notices given to Lessee under the Lease will be deemed to have been given to Guarantor. Any modification, amendment, waiver, change or extension of any of the terms, covenants, or conditions of the Lease which Lessee and Lessor may hereafter make (including,

without limitation, any extension or renewal of the term of the Lease) will not in any way impair or discharge Guarantor's liability to Lessor, regardless of whether Guarantor has notice or knowledge thereof.

Article 5. INSURANCE.

A. Throughout the entire term of this Lease, Lessee shall maintain the insurance coverage required under **Exhibit C** hereto attached and made a part hereof.

B. Not more frequently than once every two years, Lessor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Lessor, Lessee shall provide to Lessor a certificate issued by its insurance carrier evidencing the insurance coverage required under **Exhibit C**.

D. All insurance correspondence shall be directed to: Real Estate Department, 1400 Douglas Street STOP 1690, Omaha, Nebraska 68179-1690, Project No. 0786605.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first herein written.

Lessor:
UNION PACIFIC RAILROAD COMPANY

By: _____
General Director - Real Estate

Lessee:
MINTURN CROSSING, LLC,

By: _____
Title: Manager

Guarantor:

RICK HERMES

By:_____

EXHIBIT B
TO
INDUSTRIAL LEASE (UNIMPROVED YEAR TO YEAR)

Section 1. IMPROVEMENTS.

No improvements placed upon the Premises by Lessee shall become a part of the realty.

Section 2. RESERVATIONS, TITLE AND PRIOR RIGHTS.

A. Lessor reserves to itself, its agents and contractors, the right to enter the Premises at such times as will not unreasonably interfere with Lessee's use of the Premises.

B. Lessor reserves (i) the exclusive right to permit third party placement of advertising signs on the Premises, and (ii) the right to construct, maintain and operate new and existing facilities (including, without limitation, trackage, fences, communication facilities, roadways and utilities) upon, over, across or under the Premises, and to grant to others such rights, provided that Lessee's use of the Premises is not interfered with unreasonably.

C. Lessee acknowledges that Lessor makes no representations or warranties, express or implied, concerning the title to the Premises, and that the rights granted to Lessee under this Lease do not extend beyond such right, title or interest as Lessor may have in and to the Premises. Without limitation of the foregoing, this Lease is made subject to all outstanding rights, whether or not of record. Lessor reserves the right to renew any such outstanding rights granted by Lessor or Lessor's predecessors.

D. Without limitation of Subparagraphs B. and C. above, Lessee shall not interfere in any manner with the use or operation of any signboards now or hereafter placed on the Premises or with any property uses in connection with such signboards (such as, by way of example and not in limitation, roadways providing access to such signboards). In no event may Lessee construct on the Premises any improvements that interfere in any manner with the visibility or operation of any signboards now or hereafter on the Premises or on property in proximity to the Premises.

Section 3. PAYMENT OF RENT.

Rent (which includes the fixed advance rent and all other amounts to be paid by Lessee under this Lease) shall be paid in lawful money of the United States of America, at such place as shall be designated by the Lessor, and without offset or deduction.

Section 4. TAXES AND ASSESSMENTS.

A. Lessee shall pay, prior to delinquency, all taxes levied during the life of this Lease on all personal property and improvements on the Premises not belonging to Lessor. If such taxes are paid by Lessor, either separately or as a part of the levy on Lessor's real property, Lessee shall reimburse Lessor in full within thirty (30) days after rendition of Lessor's bill.

B. If the Premises are specially assessed for public improvements, the annual rent will be automatically increased by 12% of the full assessment amount.

Section 5. WATER RIGHTS.

This Lease does not include any right to the use of water under any water right of Lessor, or to establish any water rights except in the name of Lessor.

Section 6. CARE AND USE OF PREMISES.

A. Lessee shall use reasonable care and caution against damage or destruction to the Premises. Lessee shall not use or permit the use of the Premises for any unlawful purpose, maintain any nuisance, permit any waste, or use the Premises in any way that creates a hazard to persons or property. Lessee shall keep the sidewalks and public ways on the Premises, and the walkways appurtenant to any railroad spur track(s) on or serving the Premises, free and clear from any substance which might create a hazard.

B. Lessee shall not permit any sign on the Premises, except signs relating to Lessee's business.

C. If any improvement on the Premises other than the Lessor Improvements is damaged or destroyed by fire or other casualty, Lessee shall, within thirty (30) days after such casualty, remove all debris resulting therefrom. If Lessee fails to do so, Lessor may remove such debris, and Lessee agrees to reimburse Lessor for all expenses incurred within thirty (30) days after rendition of Lessor's bill.

D. Lessee shall comply with all governmental laws, ordinances, rules, regulations and orders relating to Lessee's use of the Premises and this Lease, including, without limitation, any requirements for subdividing or platting the Premises.

Section 7. HAZARDOUS MATERIALS, SUBSTANCES AND WASTES.

A. Without the prior written consent of Lessor, Lessee shall not use or permit the use of the Premises for the generation, use, treatment, manufacture, production, storage or recycling of any Hazardous Substances, except that Lessee may use, if lawful, small quantities of common chemicals such as adhesives, lubricants and cleaning fluids in order to conduct business at the Premises. The consent of Lessor may be withheld by Lessor for any reason whatsoever, and may be subject to conditions in addition to those set forth below. It shall be the sole responsibility of Lessee to determine whether or not a contemplated use of the Premises is a Hazardous Substance use.

B. In no event shall Lessee (i) release, discharge or dispose of any Hazardous Substances, (ii) bring any hazardous wastes as defined in RCRA onto the Premises, (iii) install or use on the Premises any underground storage tanks, or (iv) store any Hazardous Substances within one hundred feet (100') of the center line of any main track.

C. If Lessee uses or permits the use of the Premises for a Hazardous Substance use, with or without Lessor's consent, Lessee shall furnish to Lessor copies of all permits, identification numbers and notices issued by governmental agencies in connection with such Hazardous Substance use, together with such other information on the Hazardous Substance use as may be requested by Lessor. If requested by Lessor, Lessee shall cause to be performed an environmental assessment of the Premises upon termination of the Lease and shall furnish Lessor a copy of such report, at Lessee's sole cost and expense.

D. Without limitation of the provisions of Section 12 of this Exhibit B, Lessee shall be responsible for all damages, losses, costs, expenses, claims, fines and penalties related in any manner to any Hazardous Substance use of the Premises (or any property in proximity to the Premises) during the term of this Lease or, if longer, during Lessee's occupancy of the Premises, regardless of Lessor's consent to such use or any negligence, misconduct or strict liability of any Indemnified Party (as defined

in Section 12), and including, without limitation, (i) any diminution in the value of the Premises and/or any adjacent property of any of the Indemnified Parties, and (ii) the cost and expense of clean-up, restoration, containment, remediation, decontamination, removal, investigation, monitoring, closure or post-closure. Notwithstanding the foregoing, Lessee shall not be responsible for Hazardous Substances (i) existing on, in or under the Premises prior to the earlier to occur of the commencement of the term of the Lease or Lessee's taking occupancy of the Premises, or (ii) migrating from adjacent property not controlled by Lessee, or (iii) placed on, in or under the Premises by any of the Indemnified Parties; except where the Hazardous Substance is discovered by, or the contamination is exacerbated by, any excavation or investigation undertaken by or at the behest of Lessee. Lessee shall have the burden of proving by a preponderance of the evidence that any of the foregoing exceptions to Lessee's responsibility for Hazardous Substances applies.

E. In addition to the other rights and remedies of Lessor under this Lease or as may be provided by law, if Lessor reasonably determines that the Premises may have been used during the term of this Lease or any prior lease with Lessee for all or any portion of the Premises, or are being used for any Hazardous Substance use, with or without Lessor's consent thereto, and that a release or other contamination may have occurred, Lessor may, at its election and at any time during the life of this Lease or thereafter (i) cause the Premises and/or any adjacent premises of Lessor to be tested, investigated, or monitored for the presence of any Hazardous Substance, (ii) cause any Hazardous Substance to be removed from the Premises and any adjacent lands of Lessor, (iii) cause to be performed any restoration of the Premises and any adjacent lands of Lessor, and (iv) cause to be performed any remediation of, or response to, the environmental condition of the Premises and the adjacent lands of Lessor, as Lessor reasonably may deem necessary or desirable, and the cost and expense thereof shall be reimbursed by Lessee to Lessor within thirty (30) days after rendition of Lessor's bill. In addition, Lessor may, at its election, require Lessee, at Lessee's sole cost and expense, to perform such work, in which event, Lessee shall promptly commence to perform and thereafter diligently prosecute to completion such work, using one or more contractors and a supervising consulting engineer approved in advance by Lessor.

F. For purposes of this Section 7, the term "Hazardous Substance" shall mean (i) those substances included within the definitions of "hazardous substance", "pollutant", "contaminant", or "hazardous waste", in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq., as amended or in RCRA, the regulations promulgated pursuant to either such Act, or state laws and regulations similar to or promulgated pursuant to either such Act, (ii) any material, waste or substance which is (A) petroleum, (B) asbestos, (C) flammable or explosive, or (D) radioactive; and (iii) such other substances, materials and wastes which are or become regulated or classified as hazardous or toxic under any existing or future federal, state or local law.

Section 8. UTILITIES.

A. Lessee will arrange and pay for all utilities and services supplied to the Premises or to Lessee.

B. All utilities and services will be separately metered to Lessee. If not separately metered, Lessee shall pay its proportionate share as reasonably determined by Lessor.

Section 9. LIENS.

Lessee shall not allow any liens to attach to the Premises for any services, labor or materials furnished to the Premises or otherwise arising from Lessee's use of the Premises. Lessor shall have the right to discharge any such liens at Lessee's expense.

Section 10. ALTERATIONS AND IMPROVEMENTS; CLEARANCES.

A. No alterations, improvements or installations may be made on the Premises without the prior consent of Lessor. Such consent, if given, shall be subject to the needs and requirements of the Lessor in the operation of its Railroad and to such other conditions as Lessor determines to impose. In all events such consent shall be conditioned upon strict conformance with all applicable governmental requirements and Lessor's then-current clearance standards.

B. All alterations, improvements or installations shall be at Lessee's sole cost and expense.

C. Lessee shall comply with Lessor's then-current clearance standards, except (i) where to do so would cause Lessee to violate an applicable governmental requirement, or (ii) for any improvement or device in place prior to Lessee taking possession of the Premises if such improvement or device complied with Lessor's clearance standards at the time of its installation.

D. Any actual or implied knowledge of Lessor of a violation of the clearance requirements of this Lease or of any governmental requirements shall not relieve Lessee of the obligation to comply with such requirements, nor shall any consent of Lessor be deemed to be a representation of such compliance.

Section 11. AS-IS.

Lessee accepts the Premises in its present condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Lessee acknowledges that Lessor shall have no duty to maintain, repair or improve the Premises.

Section 12. RELEASE AND INDEMNITY.

A. As a material part of the consideration for this Lease, Lessee, to the extent it may lawfully do so, waives and releases any and all claims against Lessor for, and agrees to indemnify, defend and hold harmless Lessor, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against, any loss, damage (including, without limitation, punitive or consequential damages), injury, liability, claim, demand, cost or expense (including, without limitation, attorneys' fees and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, Lessor, Lessee, or any employee of Lessor or Lessee) (i) for personal injury or property damage caused to any person while on or about the Premises, or (ii) arising from or related to any use of the Premises by Lessee or any invitee or licensee of Lessee, any act or omission of Lessee, its officers, agents, employees, licensees or invitees, or any breach of this Lease by Lessee.

B. The foregoing release and indemnity shall apply regardless of any negligence, misconduct or strict liability of any Indemnified Party, except that the indemnity, only, shall not apply to any Loss determined by final order of a court of competent jurisdiction to have been caused by the sole active direct negligence of any Indemnified Party.

C. Where applicable to the Loss, the liability provisions of any contract between Lessor and Lessee covering the carriage of shipments or trackage serving the Premises shall govern the Loss and shall supersede the provisions of this Section 12.

D. No provision of this Lease with respect to insurance shall limit the extent of the release and indemnity provisions of this Section 12.

Section 13. TERMINATION.

A. Lessor may terminate this Lease for Lessee's default by giving Lessee notice of termination, if Lessee (i) defaults under any obligation of Lessee under this Lease and, after written

notice is given by Lessor to Lessee specifying the default, Lessee fails either to immediately commence to cure the default, or to complete the cure expeditiously but in all events within thirty (30) days after the default notice is given, or (ii) Lessee abandons the Premises for a period of one hundred twenty (120) consecutive days.

B. Notwithstanding the terms of this Lease set forth in Article II, Lessor or Lessee may terminate this Lease without cause upon thirty (30) day's written notice to the other party; provided, however, that at Lessor's election, no such termination by Lessee shall be effective unless and until Lessee has vacated and restored the Premises as required in Section 15A, at which time Lessor shall refund to Lessee, on a pro rata basis, any unearned rental paid in advance. **Notwithstanding anything to the contrary in this Lease, if Lessee has not complied with the requirements of Section 15 A, this Lease, together with all terms contained herein (including payment of rent) will remain in effect until the requirements of Section 15A are met, unless Lessor, in its sole discretion, elects to terminate this Lease.**

Section 14. LESSOR'S REMEDIES.

Lessor's remedies for Lessee's default are to (a) enter and take possession of the Premises, without terminating this Lease, and relet the Premises on behalf of Lessee, collect and receive the rent from reletting, and charge Lessee for the cost of reletting, and/or (b) terminate this Lease as provided in Section 13 above and sue Lessee for damages, and/or (c) exercise such other remedies as Lessor may have at law or in equity. Lessor may enter and take possession of the Premises by self-help, by changing locks, if necessary, and may lock out Lessee, all without being liable for damages.

Section 15. VACATION OF PREMISES; REMOVAL OF LESSEE'S PROPERTY.

A. Upon termination howsoever of this Lease, Lessee (i) shall have peaceably and quietly vacated and surrendered possession of the Premises to Lessor, without Lessor giving any notice to quit or demand for possession, and (ii) shall have removed from the Premises all structures, property and other materials not belonging to Lessor, including all personal property and restored the surface to as good a condition as the same was in before such structures were erected, including, without limitation, the removal of foundations, the filling in of excavations and pits, and the removal of debris and rubbish.

B. If Lessee has not completed such removal and restoration prior to termination of this Lease, Lessor may, at its election, and at any time or times, (i) perform the work and Lessee shall reimburse Lessor for the cost thereof within thirty (30) days after bill is rendered, (ii) take title to all or any portion of such structures or property by giving notice of such election to Lessee, and/or (iii) treat Lessee as a holdover tenant at will until such removal and restoration is completed.

Section 16. FIBER OPTICS.

Lessee shall visit www.up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried on the Premises. If cable is buried on the Premises, Lessee will telephone the telecommunications company(ies), arrange for a cable locator, and make arrangements for relocation or other protection of the cable. Notwithstanding compliance by Lessee with this Section 16, the release and indemnity provisions of Section 12 above shall apply fully to any damage or destruction of any telecommunications system.

Section 17. NOTICES.

Any notice, consent or approval to be given under this Lease shall be in writing, and personally served, by email or by reputable courier service, or sent by certified mail, postage prepaid, return receipt requested, to Lessor at: Union Pacific Railroad Company, Attn: AVP - Real Estate, Real Estate Department, 1400 Douglas Street, Stop 1690, Omaha, Nebraska 68179; and to Lessee at the above address, or such other address as a party may designate in notice given to the other party. Mailed

notices shall be deemed served five (5) days after deposit in the U.S. Mail. Notices which are faxed, emailed, are personally served or sent by courier service shall be deemed served upon receipt.

Section 18. ASSIGNMENT.

A. Lessee shall not sublease the Premises, in whole or in part, or assign, encumber or transfer (by operation of law or otherwise) this Lease, without the prior consent of Lessor, which consent may be denied at Lessor's sole and absolute discretion. Any purported transfer or assignment without Lessor's consent shall be void and shall be a default by Lessee.

B. Subject to this Section 18, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 19. CONDEMNATION.

If, as reasonably determined by Lessor, the Premises cannot be used by Lessee because of a condemnation or sale in lieu of condemnation, then this Lease shall automatically terminate. Lessor shall be entitled to the entire award or proceeds for any total or partial condemnation or sale in lieu thereof, including, without limitation, any award or proceeds for the value of the leasehold estate created by this Lease. Notwithstanding the foregoing, Lessee shall have the right to pursue recovery from the condemning authority of such compensation as may be separately awarded to Lessee for Lessee's relocation expenses, the taking of Lessee's personal property and fixtures, and the interruption of or damage to Lessee's business.

Section 20. ATTORNEY'S FEES.

If either party retains an attorney to enforce this Lease (including, without limitation, the indemnity provisions of this Lease), the prevailing party is entitled to recover reasonable attorney's fees.

Section 21. RIGHTS AND OBLIGATIONS OF LESSOR.

If any of the rights and obligations of Lessor under this Lease are substantially and negatively affected by any changes in the laws applicable to this Lease, whether statutory, regulatory or under federal or state judicial precedent, then Lessor may require Lessee to enter into an amendment to this Lease to eliminate the negative effect on Lessor's rights and obligations to the extent reasonably possible.

Section 22. MODIFICATION, WAIVER OF DEFAULT, ENTIRE AGREEMENT.

No waiver, modification or amendment to this Lease, including specifically but not limited to, any indemnity and/or insurance requirement herein, shall be of any force or effect unless made in writing, signed by Lessor and Lessee and specifying with particularity the nature and extent of such waiver, modification or amendment. This Lease is the entire agreement between the parties, and supersedes all other oral or written agreements between the parties pertaining to this transaction, and any other lease under which all or any portion of the Premises was leased to Lessee. Notwithstanding the prior sentence, Lessee shall retain any and all obligations and liabilities which may have accrued under any other such agreements prior to the commencement of the term of this Lease.

Section 23. WATER WELL(S).

The installation of new water well(s) or use of existing water well(s) or other equipment or facilities designed to secure potable or non-potable water from sources on the leased premises, or from any adjoining property owned or operated by Lessor, is prohibited.

EXHIBIT C
Union Pacific Railroad
Contract Insurance Requirements

Lease of Land

Lessee shall, at its sole cost and expense, procure and maintain during the life of this Lease (except as otherwise provided in this Lease) the following insurance coverage:

A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than $2,000,000 each occurrence and an aggregate limit of not less than $4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage). The policy must also contain the following endorsement, which must be stated on the certificate of insurance: Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Premises" as the Designated Job Site.

B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Premises" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. **Workers Compensation and Employers Liability** insurance. Coverage must include but not be limited to:
Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Lessee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.
In any and all Claims against Lessor by any employee of Lessee, Lessee's indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under any workers compensation acts, disability benefits acts or other **employee benefits acts.**

D. **Pollution Liability** insurance. If permitted use as defined in this Lease includes any generation, handling, enrichment, storage, manufacture, or production of hazardous materials pollution liability insurance is required. Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least $5,000,000 per occurrence and an aggregate limit of $10,000,000.

If hazardous materials are disposed of from the Premises, Lessee must furnish to Lessor evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of $1,000,000 per loss, and an annual aggregate of $2,000,000.

E. **Umbrella or Excess** insurance. If Lessee utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above must include Lessor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 11 (or a substitute form providing equivalent coverage). The coverage provided to Lessor as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 11, provide coverage for Lessor's negligence whether sole or partial, active or passive, and shall not be limited by Lessee's liability under the indemnity provisions of this Lease.

G. Lessee waives all rights against Lessor and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers' liability or commercial umbrella or excess liability insurance obtained by Lessee required by this agreement.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Lease, or (b) all punitive damages are prohibited by all states in which the Premises are located.

I. All insurance policies must be written by a reputable insurance company acceptable to Lessor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Premises are located.

J. The fact that insurance is obtained by Lessee, or by Lessor on behalf of Lessee, will not be deemed to release or diminish the liability of Lessee, including, without limitation, liability under the indemnity provisions of this Lease. Damages recoverable by Lessor from Lessee or any third party will not be limited by the amount of the required insurance coverage.

LEGEND:

LEASE AREA

UPRRCO. R/W OUTLINED

LEASE AREA: 28,750 SQ. FT./0.66 AC.+/-

CADD FILENAME	0334268
SCAN FILENAME	AERIAL PRINT

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

MINTURN, EAGLE COUNTY, CO

M.P. 301.95 - TENNESSE PASS SUB.

DRG/CP/V-7A/23
SCALE: 1" = 200'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 9-13-2023

DSK FILE: 3342-68

Source: Esri, Digital

EXHIBIT B – Site Plan

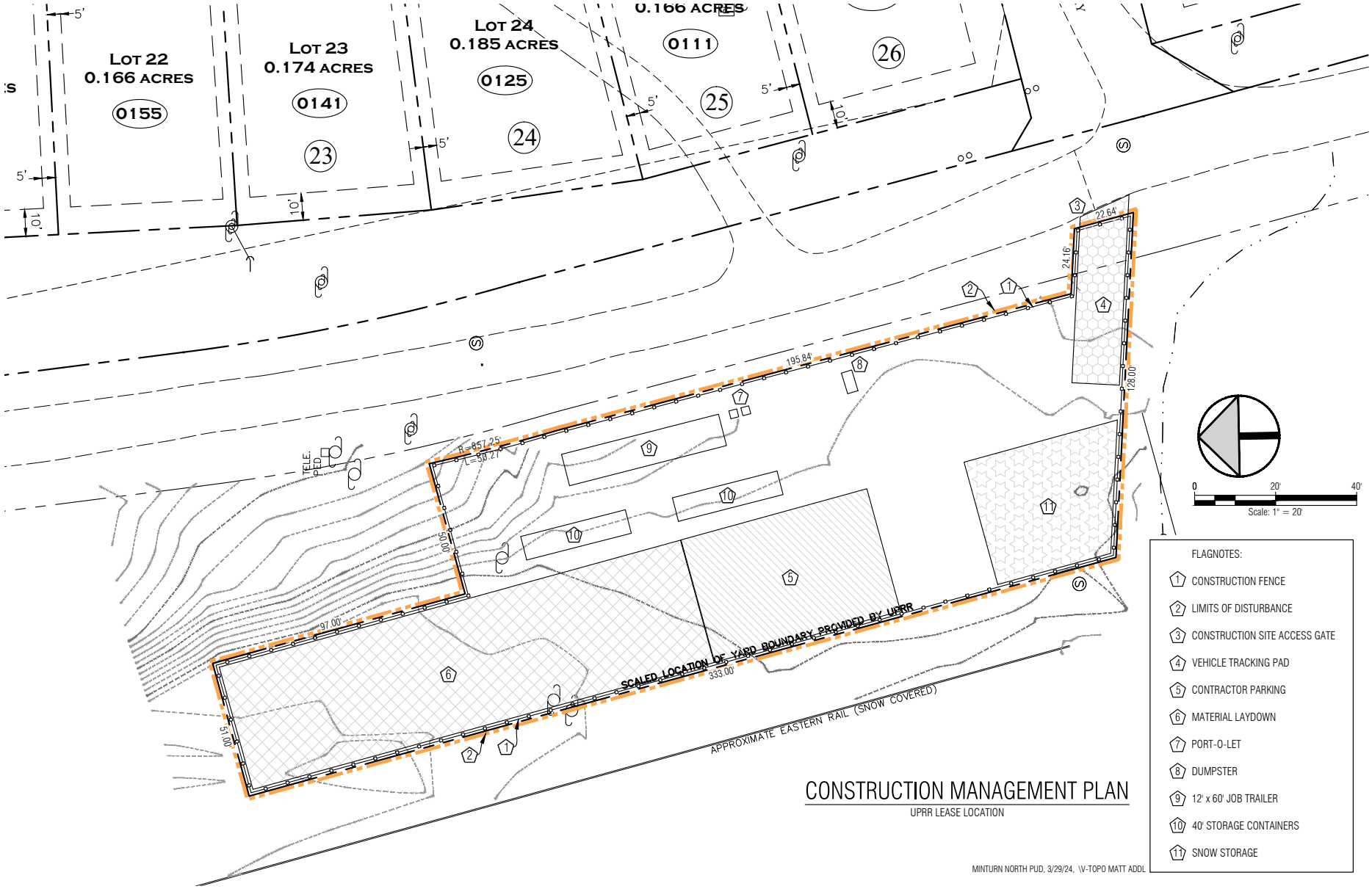


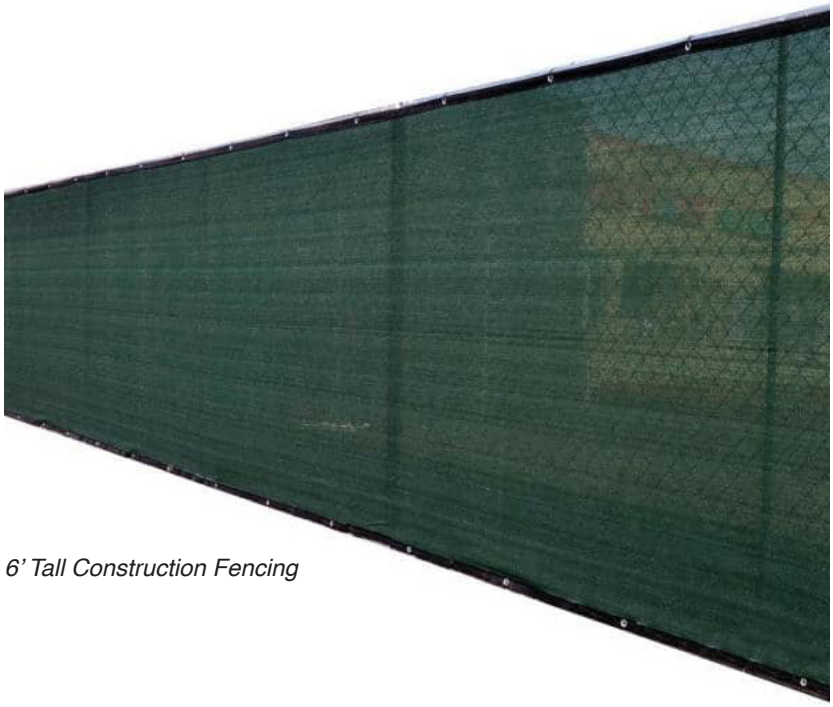
EXHIBIT C – Site Photos & Google Earth Image

EXHIBIT D – Construction Management Plan Photos

Job Trailer

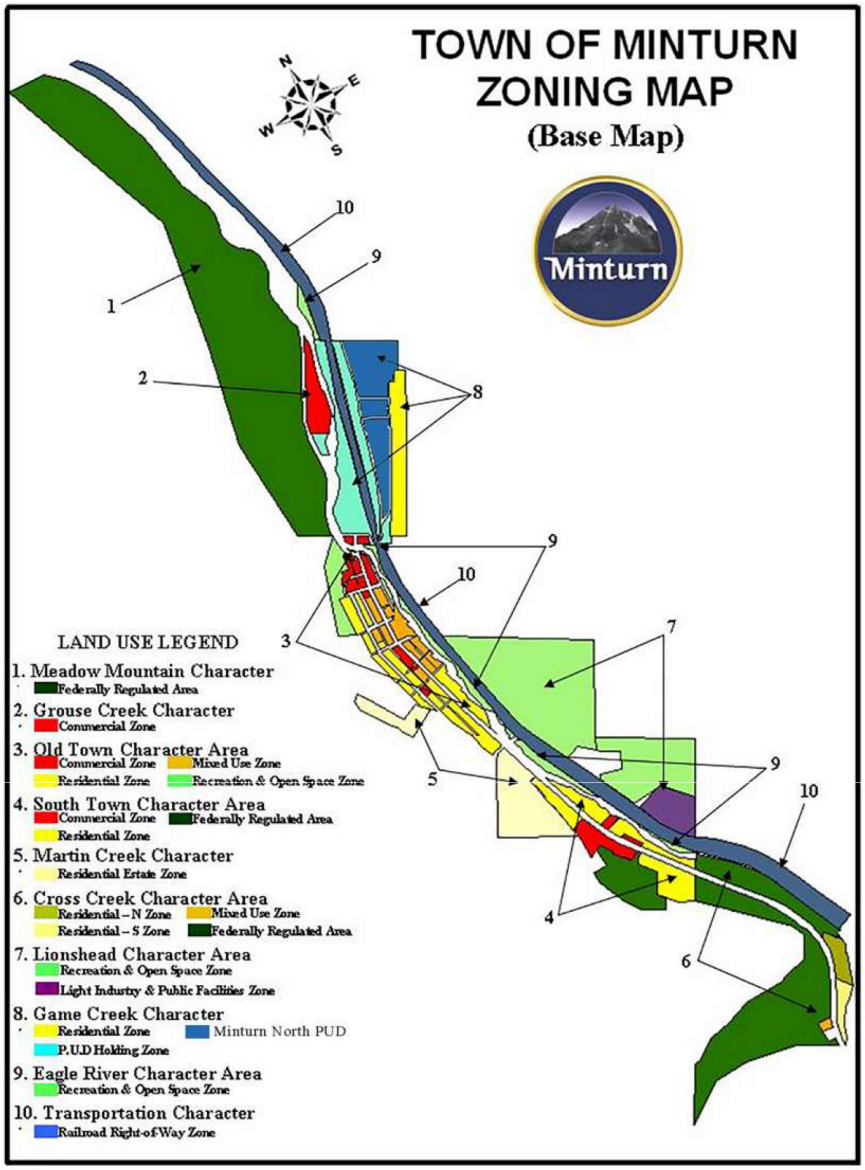
Storage

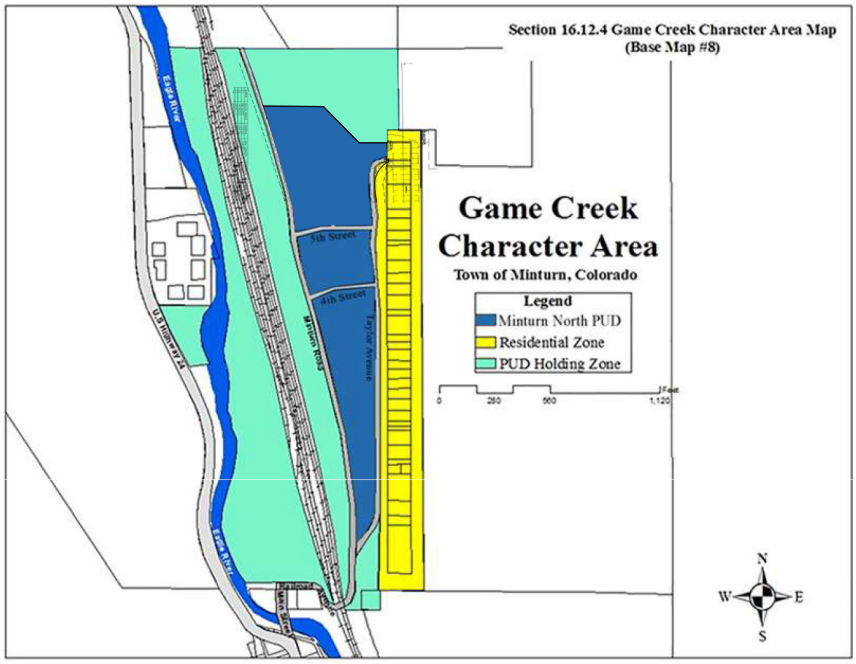
Toilets



6' Tall Construction Fencing

EXHIBIT E – Holding Zone Map





Madison Harris

From: Contact form at Minturn CO <cmsmailer@civicplus.com>
Sent: Tuesday, May 7, 2024 11:25 AM
To: Madison Harris
Subject: [Minturn CO] Conditional Use Permit Union Pacific Railroad Prop (Sent by Justine LaCross, justinefurseth@yahoo.com)

Hello mharris,

Justine LaCross (justinefurseth@yahoo.com) has sent you a message via your contact form (https://www.minturn.org/user/353/contact) at Minturn CO.

If you don't want to receive such e-mails, you can change your settings at https://www.minturn.org/user/353/edit.

Message:

Hello, I cannot make the meeting on Wednesday, May 8th 2024. I am writing to OBJECT to the idea of the Conditional Use Permit Application on Union Pacific Railroad Property for Temporary Construction Office and Storage Uses. Granting this use gives this project control of the WHOLE AREA. The closure of 4th street is concerning as traffic has already increased in front of my residence. The intersection at Taylor St. and Minturn Rd. is NOT SAFE and granting this permit basically closes off Minturn Road funneling all traffic to and from main street through Taylor. I have always felt unsafe walking through the International building/Turntable/Saloon area. Not to mention the worry I have for my kids. There have been several close calls.

The fence already constructed on the property seems pretty close to Taylor Street. My residence feels like a prison - no joke!

Justine LaCross
322 Taylor Street
Minturn, CO 81645

Madison Harris

From: Rob Gosiewski <robert.goski@gmail.com>
Sent: Wednesday, May 8, 2024 7:30 AM
To: Madison Harris; Michelle Metteer
Subject: Minturn North Comments 5/8/24

Hello Michelle and Madison,

New details seem to be emerging with the start of construction. I am concerned about Resort Concepts' consideration for existing residents, visitors & public works, so I am asking for your help to prevent unnecessary impacts. We are already off to a bad start with garbage (they fenced-in the last residents as they were moving out, and didn't bother to bring the trash-cans out for pickup... bears made a mess and nobody came to clean it up)

1) 4th Street should only be closed when grading & utility work occurs within the footprint of the road. It should not become a private driveway for the developer at the price of aggravation for residents and visitors. Disrupting an emergency access/egress route is not trivial. Sending all traffic to the dangerous intersection near the townhomes is concerning with the influx of construction traffic that will be unaware of the intersection's blind spots.

2) Grading along the east edge of the property should be completed before October so the fence can be moved out of the promised snow storage area.

3) Construction storage areas were included on various plans and Resort Concepts should be held to that; A Conditional Use Permit for storage on Union Pacific land in the area of the old depot would likely lead to renewals of the CUP for the long-term. I think Minturn has done a good job containing and cleaning-up the area west of the tracks and this would be a step backwards. The old depot zone would serve the area better as overflow trailhead parking and for Minturn Market vendor parking (Minturn Road will be too busy now for the old vendor parking). It also serves as an important turnaround for large trucks that cannot easily make it through the turns over the tracks and past the Saloon. Areas beyond the depot are finally naturalizing with tall grasses and a few small trees. Rick has only sold half of the lots; he can utilize a few unsold lots for his infrastructure storage and construction trailers until the houses start going up.

4) At least 24 hours notice should be given before utility disruptions, with an idea of timing & duration. Many residents work from home and we recently dealt with 2.5 days of internet outages.

My neighbors and I are keeping tabs on what was presented to the council during the PUD & platting process vs. what we are actually seeing. We need staff's help to keep Resort Concepts accountable. Please help prevent unnecessary disturbances that will lead to adversarial relationships. I ask you to reflect back to the Minturn Community Plan (specifically smart land use, hazard mitigation, quality of life, an inviting public realm, and a collaborative & resilient future)

Thank you,

Rob Gosiewski
560 Taylor Street

Minturn

David Clapp
392 Taylor Street

Thank you to all, I appreciate everyone's time. I am sorry that I can't attend this evening's meeting. I have attended many past CUP requests through the years. I am sure tonight's will be the same. The only one in favor will be the applicant. The residents will be opposed. Who wants storage containers blocking their view of the river? Why would you want to look down on piles of asphalt being stored for years? I don't recommend it. ~~At least there are some decisions and CUP's [illegible] all these other [illegible]~~. The Railroad nor its tenants pay taxes to Minturn or have a vote. Please heed the wishes of those of us who do.

Thank you,

David

Madison Harris

From: Duncan Robinson <robinsonplumbing@gmail.com>
Sent: Tuesday, May 7, 2024 9:55 AM
To: Michelle Metteer
Cc: Madison Harris; Scot Hunn
Subject: Re: Trash and minturn north

Thank you Michelle for your time on this.
Picture of garbage around the trailers, the wild animal week long feast before before I picked it up.

> On May 7, 2024, at 8:48 AM, Michelle Metteer <manager@minturn.org> wrote:
>
> Hi Duncan,
>
> Thank you for your email. I will forward your message to the Council, planning commission and the Minturn North team. I am not aware of any utility disruptions today for your area. I can also confirm that a demolition permit, which requires an asbestos inspection from the State Department, is needed before any of the trailers can be demolished. I have included Madison and Scot from the planning team in the event they wish to provide further information about permitting.
>

> Michelle Metteer
> Town Manager
> Minturn, Colorado
>
> -----Original Message-----
> From: Duncan Robinson <robinsonplumbing@gmail.com>
> Sent: Tuesday, May 7, 2024 6:41 AM
> To: Michelle Metteer <manager@minturn.org>
> Subject: Trash and minturn north
>
> Minturn,
> 1. The bear got into the trash at the trailer homes on the minturn north property and the animals have been eating it and spreading it around for a week. I finally got tired of Ricks lack of attention for his property and cleaned up a majority of the garbage for an hour and put the trash cans inside one of the trailers so the bear hopefully will not get into it again.
> I could have contacted Rick about the problem, but wanted to see if he or his people would take care of the problem. They did not and obviously do not have an eye on the property or don't have a care. They had a week to take care of the issue.
> 2. I have heard rumors of 4th st closing and was made aware of the new website that has construction updates. They gave 1 day of notice on their website about the access closing. This is unacceptable, people live in this community unlike the community he is building and the closing of 4th street has real impacts on our lives.
> What is the mechanism that the town has to keep this developer in line? Are there fines for not respecting the community?
> We have had internet outages due to Comcast's work on ricks property and now closing the safe access to Taylor st. Can Rick close 4th st when it is necessary for utility work and not before or after?
> I have not had any notice of utility disruption, should I expect the water or gas or electric or internet to be out tomorrow after 4th st is closed. I think he has a long way to go before he is doing utility work.
> 3. (5) Trailer homes remain on the property. I doubt those are being pulled away. I have worked under them in the past and I believe they will leave a trail of debris from here to where ever they end up if they are pulled away. If they are being demolished, does Rick have to apply for a demo permit and does that include asbestos testing? What is the EPA fine for demoing and disposing of contaminated material improperly?
> 4. The construction fence has been put up on the west side of Taylor Ave and is 1ft off the edge of the asphalt in front of my house. Where is the plow going to push the snow this winter? That fence needs to be 15ft back from the asphalt edge to allow for snow storage. Maybe the fence should be at the border of the "snow storage" and lot line that Rick proposed.
> 5. Special use permit for minturn north to use the UP property to the west of minturn rd. I vote no, why can't Rick use his own land to store his construction equipment? If he needs additional storage, there is plenty of construction storage in Avon. Rick says one thing and then does another. There is some gravel dirt area to the west of minturn road and this was used for overflow trail head parking in the past before Rick took away all but 5-10 spots at the trail head. This area should also be used for minturn market parking instead of construction materials. The business the town gains from trail head use and the minturn market are more important than Rick construction materials.
> I will try to be at the meeting on Wednesday to reiterate my opinions, but please pass these along to council members, members of the planning and zoning commission, and Ricks team.
>
> Thanks
> Duncan
> 531 Taylor St.

Madison Harris

From: Contact form at Minturn CO <cmsmailer@civicplus.com>
Sent: Tuesday, May 7, 2024 10:42 AM
To: Madison Harris
Subject: [Minturn CO] Minturn North (Sent by Trent Schaffler, tb_schaffler@yahoo.com)

Hello mharris,

Trent Schaffler (tb_schaffler@yahoo.com) has sent you a message via your contact form (https://www.minturn.org/user/353/contact) at Minturn CO.

If you don't want to receive such e-mails, you can change your settings at https://www.minturn.org/user/353/edit.

Message:

Town of Minturn,

RE: Minturn North:

1. The bear got into the trash at the trailer homes on the Minturn North property and the animals have been eating it and spreading it around for the past week. This is unacceptable.

2. Regarding Trash during construction, please require any food related garbage to be disposed of in bear proof containers and not to be disposed in open dumpsters. Bear hazard as well as other animals, especially birds, will leverage it and make a mess.

3. Fence, the wind and fence will collect garbage throughout the project, please require developer to police and clean on at least monthly basis.

4. With 4th street closing, this will push all traffic to the intersection of Minturn road and Taylor. Due to increased traffic and safety, please make the 3-way intersection a controlled intersection with stop signs.

5. Communication regarding utility disruption. No communication from Comcast regarding internet disruption upgrades for the development has been provided. Please ensure if utilities are going to be disrupted, proper notice is provided. Many people work from home.

6. Trailer removal. Are trailers old enough to require asbestos testing? Are there any environmental concerns?

7. Special use permit for Minturn North to use the UP property to the west of Minturn Road. If the Town/UP approves leasing this land, please put in appropriate controls limiting length of use.

Thank you,

Trent Schaffler
105 Lions Lane

TOWN OF MINTURN, COLORADO
RESOLUTION NO. 27 – SERIES 2024

A RESOLUTION APPROVING CONDITIONAL USE APPLICATION CU 01 – 2024 FOR MINTURN NORTH CONSTRUCTION COMPANY, UPRR RAILROAD AVE, TOWN OF MINUTURN

WHEREAS, The Minturn North Construction Company submitted a land use application for a Conditional Use Permit ("CUP") to allow for construction storage and temporary construction management office uses in April of 2024; and

WHEREAS, The Town of Minturn Town Council ("Town Council") is commissioned with certain powers and duties contained in the Minturn Municipal Code ("MMC") Sec. 16.21.30; and

WHEREAS, public notice was given pursuant to Minturn Municipal Code Sec. 16.21.610; and

WHEREAS, on May 8, 2024 the Town of Minturn Planning Commission ("Planning Commission") held a public hearing on the application pursuant to MMC Sec. 16.21.620; and

WHEREAS, The Town Council may approve the application as submitted or may approve the application subject to such modifications or conditions as it deems necessary to accomplish the purpose of this Article, or the Town Council may deny the application including the following findings:

1) Upon receipt of a completed and proper application, the Planning Director shall set a public hearing for the Planning Commission and give public notice as required by this Chapter.

2) Criteria; findings. Before acting on a conditional use permit application, the Planning Commission and Town Council shall consider the following factors with respect to the proposed use:

   a. The relationship and impact of the use on the community development objectives of the Town.

   b. The effect of the use on distribution of population, transportation, utilities, schools, parks and recreational facilities and other public facilities and public facility needs.

   c. The effect upon traffic, with particular reference to congestion, automotive and pedestrian safety, traffic flow and control, access, maneuverability and snow removal.

   d. The effect upon the character of the area in which the proposed use is to be located, including the scale and bulk of the proposed use in relation to surrounding uses, the

amount of noise, lighting and glare, dust and compatibility of the use with the Character Area it is in and surrounding areas.

e. Necessary findings. The Planning Commission and Town Council shall make the following findings before making a recommendation or decision that a conditional use permit be granted:

1. That the proposed location of the use is in accordance with the purposes of this Chapter, the Community Plan and the purposes of the zone in which the site is located.

2. That the proposed location of the use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.

3. That the proposed use will comply with each of the applicable provisions of this Chapter.

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

Section 1. That the application for a Conditional Use Permit for File No. CU 01 – 2024 be approved subject to the following conditions:

1. No vehicle entering the property shall exceed 40’-2” in length. This restriction does not apply to the installation of the construction management office and storage containers that may be used for storage of materials and equipment associated with or incidental to the business operations approved under this CUP. Such container(s) must be maintained in an orderly manner; must be screened to the greatest extent possible with fencing and green mesh screening materials.
2. No storage of campers, ATV’s, dirt bikes, snowmobiles, pop-ups, conversion vans, camper trailers, or similar camping related vehicles or personal use vehicles are permitted.
3. No inoperable or unlicensed vehicles are to be kept on the property for longer than five (5) days. (Pursuant to Section 7-2-70 Minturn Municipal Code).
4. The CUP property is to be maintained in a clean and orderly condition, permitting no deposit or accumulation of refuse or materials other than those ordinarily attendant upon the use for which such premises are legally intended.
5. Minturn North Construction Company is to maintain and conduct business within the CUP area associated with the approved and valid CUP only.
6. Violations. The following schedule of fines shall be enforced for violations not remedied within thirty (30) days:
    a. The first violation will be fined $100.00
    b. The second violation will be fined $250.00
    c. The third and subsequent violations will be fined $500.00
7. The CUP will be subject to a quarterly review by the Town of Minturn Planning Staff with regard to compliance with the terms of use and conditionals of approval associated

with the CUP for the first year of the CUP, and all subsequent years of the CUP there shall be an annual review by the Town of Minturn Planning Staff with regard to compliance with the terms of use and conditions of approval associated with the CUP. The Town Staff shall provide a report to the Town Council following such review. The report shall, in a general manner, provide updates on the following:

a. Any violations or other incidences requiring Staff response and Town resources out of the ordinary course of Town business and services. A violation will only be counted if the infraction has not been corrected within thirty (30) days of notice being sent to the CUP holder.
b. Compliance with the overall terms of use permitted by the CUP as well as observations regarding the condition of the CUP area.
c. Any changes in i). Lessee/Sub-Lessee; and ii). Uses within the CUP area.
d. At Staff's discretion, a recommendation may be made to Council to revoke the CUP having accumulated three violations in a calendar year (January 1 to December 31).

8. The CUP is valid for three (3) years. Applicant may request an extension of the CUP every year thereafter following a review with the Minturn Town Council. The review shall include but not limited to inspections by the Town Staff and the following reporting:
    a. Report from a Code Compliance Officer.
    b. Report from Planning Department
9. Working hours within the permitted area will coincide with the Minturn North PUD. Exterior hours may occur between the hours of 7:00 am MST and 6:00 pm MST Monday – Saturday. Interior hours may occur between the hours of 7:00 am MST and 6:00 pm MST Monday – Sunday.
10. Uses must be in compliance with the applicable laws, including Minturn Municipal Code, state and federal law. A violation of any law within the permitted premises shall be considered a violation of the CUP.
11. All uses associated with activities approved by the CUP shall adhere at all times with the noise and vibration standards of the Town (pursuant to Section 16-18-30, Minturn Municipal Code).
12. The CUP boundary must be gated, fenced and screened (green mesh screening materials).
13. Supplies, parking, vehicles, storage containers, structures, and equipment must be placed within the CUP boundary.
14. No fuel containment shall be permitted within the CUP boundary.
15. All overnight parking must be done within the approved and fenced CUP boundary.
16. No chemical storage is permitted within the approved CUP boundary.
17. A 20' ingress/egress access shall be maintained.
18. Proper snow storage areas must be maintained and sufficient for snow removal within the approved CUP area. The ingress/egress access shall be maintained at all times for emergency access.
19. Minturn North Construction Company is required to be under a valid lease agreement with Union Pacific Railroad.
20. Town Staff shall be allowed access to the site to inspect for approved CUP compliance at any time.
21. The Town Council shall determine that the CUP agreement shall be completed and expired upon final Certificates of Occupancy for all 39 lots.

INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this 5TH day of June, 2024.

TOWN OF MINTURN

By: _____
Earle Bidez, Mayor

ATTEST:

_____
Jay Brunvand, Town Clerk

To: Town Council
From: Madison Harris
Date: May 31, 2024
Agenda Item: Landmark Designation for 151 Main Street

REQUEST:
Review the landmark designation nomination of 151 Main Street based on the criteria outlined in the Minturn Municipal Code Sec. 19-3-20, citing findings of fact, and making a decision of approval, approval with conditions, or denial.

Application: #2024L – 001
Address: 151 Main Street
Zoning: Old Town Character Area – 100 Block A
Owner: A & M LLC (locally Marco Tonazzi)
Applicant(s): Town of Minturn

CASE SUMMARY:
Staff has submitted a nomination for Historic Landmark status of 151 Main Street. The application has been reviewed, deemed complete, and to meet the Minturn landmark designation criteria. As such, staff scheduled a public hearing for the Town Council meeting on June 5, 2024. Adjacent properties and the owner of 151 Main Street were notified via certified mail, and a notice placed in the Vail Daily a minimum of 10 days before the public hearing.

DESIGNATION CRITERIA & EVALUATION; CHAPTER 19 MINTURN MUNICIPAL CODE:
To meet landmark designation criteria, in accordance with Chapter 19, Minturn Municipal Code, the application(s) must be complete, and the structure must meet the following criteria:

MMC Sec. 19-3-20. Eligibility Criteria.

a. Properties or historic districts shall be at least seventy-five (75) years old and meet one (1) or more of the following criteria in order to be considered for designation:
    1) Association with events that have made a significant contribution to history
    2) Connection with persons significant in history
    3) Distinctive characteristics of a type, period, method of construction, or artisan
    4) Geographic importance
    5) Possibility to yield important information related to prehistory or history

CRITERIA EVALUATION
Town staff found that the application for designation demonstrates that the structure meets the following criteria.

A. Connection with persons significant in history
The Nelson's were an institution for Minturn with Mr. Ben Nelson running the Nelson Dairy and Mr. Peter Nelson running the Nelson ranch starting in 1888. According to *Minturn, A*

Memoir Pete Nelson "homesteaded the ranch at the foot of Meadow Mountain where the Forest Service complex was built in the late 1980s." "The Nelsons owned all the land that was later know as Maloit Park, which they later sold to the New Jersey Zinc Co., but in the '30s they used all this land and all of the Cross Creek area for pasture and winter feeding." The Nelsons trucked lettuce to Denver weekly for several years, contributing to the unofficial title of lettuce capital of the country for Minturn.

B. Distinctive characteristics of a type, period, method of construction or artisan (exemplifies specific elements of an architectural style or period; represents a style that is particular to the Town; and, represents a built environment of a group of people in an era of history)

151 Main Street reflects the Late Victorian style of architecture, specifically Folk Victorian and Minimal Traditional that was constructed in North America in the early to mid-20th century. (Craven) Traditional Minimal became extremely popular just before and post WWII. The preference of this architecture was to make relatively simple houses out of materials that were readily available and "[as] the railroads expanded, factory-made building parts could be sent to far corners of the continents" (Craven).

Photo Credit: Nomination Application

This familiar style can be seen in many places.

C. Geographic Importance (enhances the sense of identity of the Town or community; is an established and familiar natural setting or visual feature of the Town or community)

"This is an iconic structure with it's twin sitting next door (fitting as these were houses for brothers). They are one of the first buildings one sees as they drive into the heart of Minturn. They represent a time when Minturn used to be ranches and farmland as the people who built these houses ran cattle, sheep, a dairy farm, ("Minturn, A Memoir", Burnett) and lettuce fields that contributed to Minturn being called the lettuce capital of the United States for a brief time. They have since been co-opted into commercial stores rather than residences and continue to contribute to the character of the Town. There was public outcry at the potential of this building being torn down, with a packed council room filled with community members." (Nomination Application)

This structure represents a transitional period of Minturn's history where Minturn recently incorporated as one of the oldest towns in Eagle County. 151 Main Street is a lot that is in the middle of the Town's commercial core. This building is a familiar sight to any locals and visitors who have lived in or frequented Minturn.

PUBLIC REVIEW PROCESS:
Town staff has met all posting and notification requirements delineated in Chapter 19, Sec 19-4-10 identifying legal notice procedures follow established guidelines as set forth in MMC. Sec. 16-21-610.

PUBLIC COMMENTS:
As of May 31, 2024, no public comments have been received regarding this application.

RECOMMENDED ACTION OR PROPOSED MOTION:
Approve Ordinance 11 – Series 2024 An Ordinance Amending the Town's Historic Register to Add 151 Main Street on First Reading

ATTACHMENTS:
- Historic Landmark Nomination Application for 151 Main Street
- Ordinance 11 – Series 2024 Amending the Town's Historic Register to Add 151 Main Street

REFERENCES:

Burnett, Bill. *Minturn, A Memoir*. Old Gypsum Printer/Wings Publishing, 2007.

Craven, Jackie. "House Styles from America's Founding to Present." *ThoughtCo*, 25 Sept. 2019, www.thoughtco.com/house-style-guide-american-home-4065233.

Dobroth, Kirsten. "A Quick Guide to Meadow Mountain." *Vail*, Vail-Beaver Creek Magazine, 22 Feb. 2024, www.vailmag.com/best-of-vail/a-quick-guide-to-meadow-mountain.

Gagnon, Brooke. "Keller Williams Mountain Properties." *Minturn*, www.searchvailhomes.com/community/id/1910681/area/Minturn/. Accessed 12 Apr. 2024.

History Colorado. "Field Guide Colorado's Historic Architecture ..." *History Colorado*, Colorado Historical Society, July 2008, www.historycolorado.org/sites/default/files/media/document/2017/1625Field.pdf.

Minturn, Town of. "Minturn Trails." *Minturn CO*, www.minturn.org/explore-minturn/pages/minturn-trails. Accessed 12 Apr. 2024.

Minturn, Town of. "Timelines." *Minturn CO*, www.minturn.org/historic-preservation/pages/timelines. Accessed 12 Apr. 2024.

HISTORIC LANDMARK NOMINATION

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT
P.O. Box 309/302 Pine Street Minturn, Colorado 81645-0309
970-827-5645 | planner1@minturn.org

Section 1 - Purpose:

The purpose of Historic Preservation is to enhance the Town of Minturn's local resources and to promote the public health, safety, and welfare through:

1. The protection and preservation of the Town's architecture, culture, and heritage as embodied in historic properties and historic districts, by appropriate regulations and incentives;
2. The stabilization of historic neighborhoods;
3. The establishment of the Town's Historic Register listing historic properties and historic districts;
4. The cultivation of civic pride in the art, architecture, and accomplishments of the past;
5. The encouragement of continued private ownership and utilization of such historic properties or historic districts now so owned and used;
6. The promotion of thoughtful community planning and design; and
7. The provision of educational opportunities to increase public appreciation of the Town's unique heritage.

Section 2 - Intent:

The intention of Historic Preservation is to create a reasonable balance between private property rights and the public interest in preserving the Town's unique historic character through the nomination of buildings, structures, sites, objects, and historic districts for preservation.

Narrative Description:

Please describe the current appearance of the property and any alterations that have occurred since its original construction.

The current appearance is a small Victorian structure in a mix of the Folk Victorian and Minimal Traditional styles. It has blue siding, a green metal roof, and white trim. It has a small front porch and a large window on the street. It has a pitched roof in an L-shaped fashion. The color has changed over the years, but to my knowledge not much materially has changed.

Photographs:

Please attach current photographs of the property and, if available, copies of historic photographs. For building, structures, or objects, current photographs should show the property from all directions.

If you are not the owner of the property that is being nominated, have you discussed this application with the owner(s)? This is encouraged, but not required. Yes ☑ No

Signature:

HISTORIC LANDMARK NOMINATION

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT
P.O. Box 309/302 Pine Street Minturn, Colorado 81645-0309
970-827-5645 | planner1@minturn.org

Section 3 - Basic Property Information:

Historic Name of Property (if applicable) and any other names:

151 Main Street - Nelson House

Address of Property

Street Address: 151 Main Street

Legal Description of Property: Subdivision: MACKEDON & RATHBURNS Block: B Lot: 6 AND:- Lot: 7 AND:- Lot: 9 N1/2 PART OF

Maps:

1. Include a location map on 8.5x11 inch page showing the property in relation to major streets
2. Include a site plan on 8.5x11 inch page showing the footprint of the building if applicable

Property Owner Information:

Name: A&M LLC (Marco Tonazzi)

Mailing Address: PO Box 4115, Vail, CO 81658-4115

Email: marco@mtimportsinc.com | Phone: 970-827-9091

Applicant Information (if different):

Name: Town of Minturn

Mailing Address: PO Box 309, Minturn, CO 81645-0309

Email: planner1@minturn.org | Phone: 970-445-2429

Is property listed on the National Register of Historic Places or the State Register of Historic Properties?

Yes ☐ No ☑

If yes, please provide date and registration number. Date: _____ Registration #: _____

For Official Use:

Date Received: 04/01/24 Planner: Madison Harris

Historic Preservation Commission - ☐ Approval ☐ Denial

Comments:

HISTORIC LANDMARK NOMINATION

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT
P.O. Box 309/302 Pine Street Minturn, Colorado 81645-0309
970-827-5645 | planner1@minturn.org

Section 4 - Eligibility Criteria:

Indicate how the property is significant to the Town of Minturn and its past by checking one or more of the following: Properties (*buildings, structures, sites, or objects*)or historic districts shall be at least 75 years old and meet 1 or more of the following criteria in order to be considered for designation:

- ☐ Association with events that have made a significant contribution to history;
  - ☐ Is a site of a historic event that had an effect upon society; or
  - ☐ Exemplifies cultural, political, economic, or ethnic heritage of the Town.
- ☑ Connection with persons significant in history.
- ☑ Distinctive characteristics of a type, period, method of construction, or artisan:
  - ☑ Exemplifies specific elements of an architectural style or period;
  - ☐ Is an example of the work of an architect or builder who is recognized for expertise nationally, state-wide, regionally, or locally;
  - ☐ Demonstrates superior craftsmanship or high artistic value;
  - ☑ Represents a style that is particular to the Town;
  - ☐ Represents an innovation in construction, materials, or design; or
  - ☑ Represents a built environment of a group of people in an era of history.
- ☑ Geographic importance:
  - ☑ Enhances the sense of identity of the Town or community; or
  - ☐ Is an established and familiar natural setting or visual feature of the Town or community.
- ☐ Possibility to yield important information related to prehistory or history:
  - ☐ Addresses research questions or fills recognized data gaps;
  - ☐ Embodies construction, development, or design adaptations; or
  - ☐ Informs on the development of engineering systems.

A property or historic district may be exempted from the age standard if the Town Council finds it to be exceptionally important in other criteria. *- Sec. 19-3-20 MMC*

For any eligibility criteria selected above, please provide sources and documentation below with the research and documentation for why this application should be designated historic. If this space is not enough please feel free to attach additional sheets.

According to the 1902 and 1904 assessment rolls, Peter and Ben Nelson are listed as owning sizable amounts of land in and around Minturn. Of these, a portion of the Mackedon addition was a part of the ownership tracts. (See attached pictures provided by the Eagle Valley Library District of the assessment rolls.)

According to multiple sources (minturn.org, "Minturn, A Memoir" by Bill Burnett, and vailmag.com) the Nelson's contributed heavily via land and produce to the reason why Minturn was briefly known as the lettuce capital of the United States.

The structure itself exemplifies a transitional period between late Folk Victorian and early Minimal Traditional which would eventually rise to prominence all over the country early and post WWII (thoughtco.com and History Colorado).

HISTORIC LANDMARK NOMINATION

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT
P.O. Box 309/302 Pine Street Minturn, Colorado 81645-0309
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Section 5 - Category and Resources:

Category of Nomination (check one):

- [x] Building (any shelter or enclosure having a roof supported by columns or walls and intended for the shelter, housing or enclosure of any individual, animal, process, equipment, goods or materials of any kind.)
- [ ] Site (the location of a significant event; a prehistoric or historic occupation or activity; or a building, structure, or object, whether standing or vanished, where the location itself maintains historic or archeological value regardless of the value of any existing building, structure, or object.)
- [ ] Object (a material item of functional, aesthetic, cultural, historical, or scientific value that may be, by nature or design, movable yet related to a specific setting or environment.)
- [ ] District (a geographically definable area including a concentration, linkage, or continuity of properties within a specified period of significance and may include within its geographic boundaries one (1) or more contributing properties, which has been designated by the Town Council)
- [ ] Structure (anything constructed or erected, the use of which requires location on or in the ground, for purposes other than shelter of humans, animals, or chattels.)

Narrative Statement of Significance:

Please describe how this property contributes to the history of Minturn. Why should the property be landmarked? For any category selected above, please provide sources and documentation below with the research and documentation for why this application should be designated historic. If this space is not enough please feel free to attach additional sheets.

This is an iconic structure with it's twin sitting next door (fitting as these were houses for brothers). They are one of the first buildings one sees as they drive into the heart of Minturn. They represent a time when Minturn used to be ranches and farmland as the people who built these houses ran cattle, sheep, a dairy farm, ("Minturn, A Memoir", Burnett) and lettuce fields that contributed to Minturn being called the lettuce capital of the United States for a brief time. They have since been co-opted into commercial stores rather than residences and continue to contribute to the character of the Town. There was public outcry at the potential of this building being torn down, with a packed council room filled with community members.
Built in 1917, this structure represents a transitional period for all, but especially for Minturn. The building is a mix of Folk Victorian (1870-1910) and Minimal Traditional (1935-1950) with its simple form, low pitched roof, and front porch. ("House Style Guide to the American Home", Craven) This structure was build only 13 years after the Town officially incorporated in 1904 as one of the oldest towns in Eagle County (minturn.org).

HISTORIC LANDMARK NOMINATION

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Section 6 - Description:

Architectural Description:

If property is a building, please describe the predominate architectural style such as Victorian or Mid-Century Modern.

This is a Late Victorian structure built in a mix of Folk Victoria and Minimal Traditional.

List of References:

Please cite the books, articles, personal contacts, and other sources used in preparing this application.

Minturn, A Memoir by Bill Burnett

Field Guide to Colorado's Historic Architecture & Engineering by Office of Archaeology and Historic Preservation Colorado Historical Society (https://www.historycolorado.org/sites/default/files/media/document/2017/1625Field.pdf)

House Style Guide to the American Home by Jackie Craven (https://www.thoughtco.com/house-style-guide-american-home-4065233)

A Quick Guide to Meadow Mountain by Kirsten Dobroth (https://www.vailmag.com/best-of-vail/a-quick-guide-to-meadow-mountain)

Town of Minturn Timelines (https://www.minturn.org/historic-preservation/pages/timelines)

Keller Williams Mountain Properties (https://www.searchvailhomes.com/community/id/1910681/area/Minturn/)

Minturn Trails by Town of Minturn (https://www.minturn.org/explore-minturn/pages/minturn-trails)

Zachary Catt, Local History/Genealogy Librarian with the Eagle Valley Library District

1902 and 1904 Assessment Rolls

132
121
142
109
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MINTURN
151

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✓	Nelson Ben													
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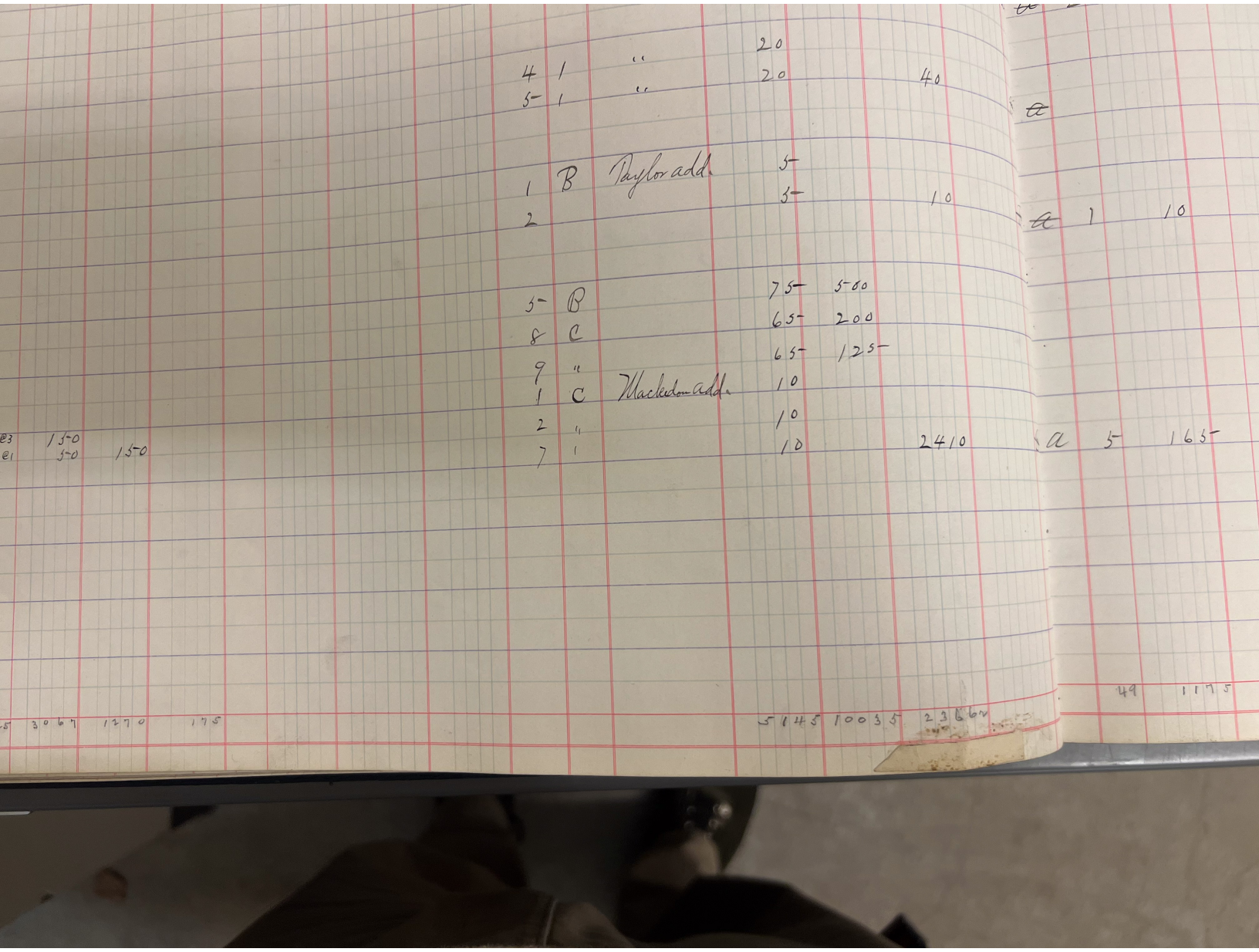

Winturn School District No. 11 ASSESSMENT RO

THE OUT WEST PRINTING AND STATIONERY CO., COLORADO SPRINGS, COLO. 67486.

Number of Schedule.	NAME OF OWNER.	DESCRIPTION.	Sec.	Township.	Range	AGRICULTURAL LANDS. Acres.	AGRICULTURAL LANDS. Value.	GRAZING LANDS. Acres.	GRAZING LANDS. Value.	Value of Improv'mts.	Value of Improv'mts on Public Lands.
						397	3970	1625	3067	1270	175
✓	Nelson Peter	S½NE¼, SE¼NW¼, N½SE¼	22	5	81	25	250	35@3	105		
		Imp. Pub. Land $50						100@1	100	250	50
✓	Newby	#14 Cabin R.R. Ground $25									
✓	O'Neil Simon										
✓	Peter Anna	N½									
✓	Phillips J. W.	Lot 1 - N½N½N½, Lot 2, S½N½N½	18	5	79						
		NE¼NE¼,	13	"	80			25@3		75	
		SE¼ NE¼									

TOWN OF MINTURN, COLORADO
ORDINANCE NO. 11 – SERIES 2024

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO AMENDING THE TOWN'S HISTORIC REGISTER ADDING 151 MAIN STREET – PARCEL NUMBER: 2103-263-10-003

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

WHEREAS, the Town of Minturn has established the Town of Minturn Register of Historic Places (the "Town's Historic Register") in Section 19-3-10 of the Minturn Municipal Code ("Code"); and

WHEREAS, pursuant to Code Sec. 19-4-30 the Historic Preservation Commission ("HPC") has transmitted to the Town Council a proposed designation of a structure for preservation; and

WHEREAS, based upon evidence received by the HPC at a hearing on April 16, 2024, the staff report and evidence received at the hearings before Town Council on June 5, 2024 and June 19, 2024, 151 Main Street which is 1,092 square foot building, located at Parcel Number 2103-263-10-003 meets the criteria for designation as a structure for preservation as set out in Code Sec. 19-3-20 by:

(a) Properties or historic districts shall be at least seventy-five (75) years old and meet one (1) or more of the following criteria in order to be considered for designation:
(2) Connection with persons significant in history.
(3) Distinctive characteristics of a type, period, method of construction, or artisan:
a. Exemplifies specific elements of an architectural style or period;
d. Represents a style that is particular to the Town;
f. Represents a built environment of a group of people in an era of history.
(4) Geographic importance;
a. Enhances the sense of identity of the Town or community;
b. Is an established and familiar natural setting or visual feature of the Town or community.

WHEREAS, the Nomination Application indicates that: "This is an iconic structure with it's twin sitting next door (fitting as these were houses for brothers). They are one of the first buildings one sees as they drive into the heart of Minturn. They represent a time when Minturn used to be ranches and farmland as the people who built these houses ran cattle, sheep, a dairy farm, ("Minturn, A Memoir", Burnett) and lettuce fields that contributed to Minturn being called

the lettuce capital of the United States for a brief time. They have since been co-opted into commercial stores rather than residences and continue to contribute to the character of the Town…"; and

WHEREAS, 151 Main Street is an iconic historic structure that is emblematic of the architecture of Minturn's heritage; and

WHEREAS, 151 Main Street is part of the sense of community that makes up the Town of Minturn and provides an important bridge to the Town's past.

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

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

SECTION 2. That based upon the analysis reference above, and the evidence received at the public hearings, certain property herein called 151 Main Street, a 1,092 square foot building, located at Parcel Number 2103-263-10-003, separate from all improvements situated and located thereon, be and the same is hereby designated as a structure for preservation and inclusion on the Town's Historic Register.

SECTION 3. The effect of this designation may enhance the value of the property and of the structure, but may delay or require denial of building permits found unacceptable by the Historic Preservation Commission under the criteria contained in Chapter 19 of the Minturn Municipal Code.

SECTION 4. This ordinance shall be recorded among the records of the Clerk and Recorder of Eagle County.

INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THE 5th DAY OF JUNE 2024. 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 19th DAY OF JUNE 2024 AT 5:30 p.m. AT THE MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.

TOWN OF MINTURN, COLORADO

_____
Earle Bidez, Mayor

ATTEST:

By:_____
Jay Brunvand, Town Clerk

THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE ENACTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THIS 19th DAY OF JUNE 2024.

TOWN OF MINTURN, COLORADO

_____
Earle Bidez, Mayor

ATTEST:

By:_____
Jay Brunvand, Town Clerk

To: Town Council
From: Madison Harris
Date: May 31, 2024
Agenda Item: Landmark Designation for 155 Main Street

REQUEST:
Review the landmark designation nomination of 155 Main Street based on the criteria outlined in the Minturn Municipal Code Sec. 19-3-20, citing findings of fact, and making a decision of approval, approval with conditions, or denial of the nomination.

Application: #2024L – 002
Address: 155 Main Street
Zoning: Old Town Character Area – 100 Block A
Owner: MR Minturn LLC
Applicant(s): Town of Minturn

CASE SUMMARY:
Staff has submitted a nomination for Historic Landmark status of 155 Main Street. The application has been reviewed, deemed complete, and to meet the Minturn landmark designation criteria. As such, staff scheduled a public hearing for the Town Council to review on June 5, 2024. Adjacent properties and the owner of 155 Main Street were notified via certified mail, and a notice placed in the Vail Daily a minimum of 10 days before the public hearing.

DESIGNATION CRITERIA & EVALUATION; CHAPTER 19 MINTURN MUNICIPAL CODE:
To meet landmark designation criteria, in accordance with Chapter 19, Minturn Municipal Code, the application(s) must be complete, and the structure must meet the following criteria:

MMC Sec. 19-3-20. Eligibility Criteria.

a. Properties or historic districts shall be at least seventy-five (75) years old and meet one (1) or more of the following criteria in order to be considered for designation:
    1) Association with events that have made a significant contribution to history
    2) Connection with persons significant in history
    3) Distinctive characteristics of a type, period, method of construction, or artisan
    4) Geographic importance
    5) Possibility to yield important information related to prehistory or history

CRITERIA EVALUATION
Town staff found that the application for designation demonstrates that the structure meets the following criteria.

A. Connection with persons significant in history
The Nelson's were an institution for Minturn with Mr. Ben Nelson running the Nelson Dairy and Mr. Peter Nelson running the Nelson ranch starting in 1888. According to *Minturn, A*

Memoir Pete Nelson "homesteaded the ranch at the foot of Meadow Mountain where the Forest Service complex was built in the late 1980s." "The Nelsons owned all the land that was later know as Maloit Park, which they later sold to the New Jersey Zinc Co., but in the '30s they used all this land and all of the Cross Creek area for pasture and winter feeding." The Nelsons trucked lettuce to Denver weekly for several years, contributing to the unofficial title of lettuce capital of the country for Minturn.

B. Distinctive characteristics of a type, period, method of construction or artisan (exemplifies specific elements of an architectural style or period; represents a style that is particular to the Town; and, represents a built environment of a group of people in an era of history)

155 Main Street reflects the Late Victorian style of architecture, specifically Folk Victorian and Minimal Traditional that was constructed in North America in the early to mid-20th century. (Craven) Traditional Minimal became extremely popular just before and post WWII. The preference of this architecture was to make relatively simple houses out of materials that were readily available and "[as] the railroads expanded, factory-made building parts could be sent to far corners of the continents" (Craven).

Photo Credit: Nomination Application

This familiar style can be seen in many places.

C. Geographic Importance (enhances the sense of identity of the Town or community; is an established and familiar natural setting or visual feature of the Town or community)

"This is an iconic structure with it's twin sitting next door (fitting as these were houses for brothers). They are one of the first buildings one sees as they drive into the heart of Minturn. They represent a time when Minturn used to be ranches and farmland as the people who built these houses ran cattle, sheep, a dairy farm, ("Minturn, A Memoir", Burnett) and lettuce fields that contributed to Minturn being called the lettuce capital of the United States for a brief time. They have since been co-opted into commercial stores rather than residences and continue to contribute to the character of the Town." (Nomination Application)

This structure represents a transitional period of Minturn's history where Minturn recently incorporated as one of the oldest towns in Eagle County. 155 Main Street is a lot that is in the middle of the Town's commercial core. This building is a familiar sight to any locals and visitors who have lived in or frequented Minturn.

PUBLIC REVIEW PROCESS:
Town staff has met all posting and notification requirements delineated in Chapter 19, Sec 19-4-10 identifying legal notice procedures follow established guidelines as set forth in MMC. Sec. 16-21-610.

PUBLIC COMMENTS:
As of May 31, 2024, no public comments have been received regarding this application.

RECOMMENDED ACTION OR PROPOSED MOTION:
Approve Ordinance 12 – Series 2024 Amending the Town's Historic Register to Add 155 Main Street on first reading.

ATTACHMENTS:
- Historic Landmark Nomination Application for 155 Main Street
- Ordinance 12 – Series 2024 Amending the Town's Historic Register to Add 155 Main Street

REFERENCES:

Burnett, Bill. *Minturn, A Memoir*. Old Gypsum Printer/Wings Publishing, 2007.

Craven, Jackie. "House Styles from America's Founding to Present." *ThoughtCo*, 25 Sept. 2019, www.thoughtco.com/house-style-guide-american-home-4065233.

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Gagnon, Brooke. "Keller Williams Mountain Properties." *Minturn*, www.searchvailhomes.com/community/id/1910681/area/Minturn/. Accessed 12 Apr. 2024.

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Minturn, Town of. "Timelines." *Minturn CO*, www.minturn.org/historic-preservation/pages/timelines. Accessed 12 Apr. 2024.

HISTORIC LANDMARK NOMINATION

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT
P.O. Box 309/302 Pine Street Minturn, Colorado 81645-0309
970-827-5645 | planner1@minturn.org

Section 1 - Purpose:

The purpose of Historic Preservation is to enhance the Town of Minturn's local resources and to promote the public health, safety, and welfare through:

1. The protection and preservation of the Town's architecture, culture, and heritage as embodied in historic properties and historic districts, by appropriate regulations and incentives;
2. The stabilization of historic neighborhoods;
3. The establishment of the Town's Historic Register listing historic properties and historic districts;
4. The cultivation of civic pride in the art, architecture, and accomplishments of the past;
5. The encouragement of continued private ownership and utilization of such historic properties or historic districts now so owned and used;
6. The promotion of thoughtful community planning and design; and
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Section 2 - Intent:

The intention of Historic Preservation is to create a reasonable balance between private property rights and the public interest in preserving the Town's unique historic character through the nomination of buildings, structures, sites, objects, and historic districts for preservation.

Narrative Description:

Please describe the current appearance of the property and any alterations that have occurred since its original construction.

The current appearance is a small Victorian structure in a mix of the Folk Victorian and Minimal Traditional styles. It has yellow siding, a gray metal roof, and green trim. It has a small front porch that is uncovered and a bay window on the street. It has a pitched roof in an L-shaped fashion. The color has changed over the years, but to my knowledge not much materially has changed.

Photographs:

Please attach current photographs of the property and, if available, copies of historic photographs. For building, structures, or objects, current photographs should show the property from all directions.

If you are not the owner of the property that is being nominated, have you discussed this application with the owner(s)? This is encouraged, but not required. Yes ☐ No ☑

Signature:

HISTORIC LANDMARK NOMINATION

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT
P.O. Box 309/302 Pine Street Minturn, Colorado 81645-0309
970-827-5645 | planner1@minturn.org

Section 3 - Basic Property Information:

Historic Name of Property (if applicable) and any other names:

155 Main Street - Nelson House

Address of Property

Street Address: 155 Main Street

Legal Description of Property: SSubdivision: MACKEDON & RATHBURNS Block: B Lot: 7 AND:- Lot: 8 S1/2 OF

Maps:

1. Include a location map on 8.5x11 inch page showing the property in relation to major streets
2. Include a site plan on 8.5x11 inch page showing the footprint of the building if applicable

Property Owner Information:

Name: MR Minturn LLC (Representative: Tom Warren)

Mailing Address: 5161 Collins Ave PH D, Miami Beach, FL 33140-2723

Email: trw@morganreed.com

Phone:

Applicant Information (if different):

Name: Town of Minturn

Mailing Address: PO Box 309, Minturn, CO 81645-0309

Email: planner1@minturn.org

Phone: 970-445-2429

Is property listed on the National Register of Historic Places or the State Register of Historic Properties?

☐ Yes ☑ No

If yes, please provide date and registration number. Date: _____ Registration #: _____

For Official Use:

Date Received: 04/01/24 Planner: Madison Harris

Historic Preservation Commission - ☐ Approval ☐ Denial

Comments:

HISTORIC LANDMARK NOMINATION

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT
P.O. Box 309/302 Pine Street Minturn, Colorado 81645-0309
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Section 4 - Eligibility Criteria:

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- ☐ Association with events that have made a significant contribution to history;
  - ☐ Is a site of a historic event that had an effect upon society; or
  - ☐ Exemplifies cultural, political, economic, or ethnic heritage of the Town.
- ☑ Connection with persons significant in history.
- ☑ Distinctive characteristics of a type, period, method of construction, or artisan:
  - ☑ Exemplifies specific elements of an architectural style or period;
  - ☐ Is an example of the work of an architect or builder who is recognized for expertise nationally, state-wide, regionally, or locally;
  - ☐ Demonstrates superior craftsmanship or high artistic value;
  - ☑ Represents a style that is particular to the Town;
  - ☐ Represents an innovation in construction, materials, or design; or
  - ☑ Represents a built environment of a group of people in an era of history.
- ☑ Geographic importance:
  - ☑ Enhances the sense of identity of the Town or community; or
  - ☐ Is an established and familiar natural setting or visual feature of the Town or community.
- ☐ Possibility to yield important information related to prehistory or history:
  - ☐ Addresses research questions or fills recognized data gaps;
  - ☐ Embodies construction, development, or design adaptations; or
  - ☐ Informs on the development of engineering systems.

A property or historic district may be exempted from the age standard if the Town Council finds it to be exceptionally important in other criteria. *- Sec. 19-3-20 MMC*

For any eligibility criteria selected above, please provide sources and documentation below with the research and documentation for why this application should be designated historic. If this space is not enough please feel free to attach additional sheets.

According to the 1902 and 1904 assessment rolls, Peter and Ben Nelson are listed as owning sizable amounts of land in and around Minturn. Of these, a portion of the Mackedon addition was a part of the ownership tracts. (See attached pictures provided by the Eagle Valley Library District of the assessment rolls.)

According to multiple sources (minturn.org, "Minturn, A Memoir" by Bill Burnett, and vailmag.com) the Nelson's contributed heavily via land and produce to the reason why Minturn was briefly known as the lettuce capital of the United States.

The structure itself exemplifies a transitional period between late Folk Victorian and early Minimal Traditional which would eventually rise to prominence all over the country early and post WWII (thoughtco.com and History Colorado).

HISTORIC LANDMARK NOMINATION

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT
P.O. Box 309/302 Pine Street Minturn, Colorado 81645-0309
970-827-5645 | planner1@minturn.org

Section 5 - Category and Resources:

Category of Nomination (check one):

- [x] Building (any shelter or enclosure having a roof supported by columns or walls and intended for the shelter, housing or enclosure of any individual, animal, process, equipment, goods or materials of any kind.)
- [ ] Site (the location of a significant event; a prehistoric or historic occupation or activity; or a building, structure, or object, whether standing or vanished, where the location itself maintains historic or archeological value regardless of the value of any existing building, structure, or object.)
- [ ] Object (a material item of functional, aesthetic, cultural, historical, or scientific value that may be, by nature or design, movable yet related to a specific setting or environment.)
- [ ] District (a geographically definable area including a concentration, linkage, or continuity of properties within a specified period of significance and may include within its geographic boundaries one (1) or more contributing properties, which has been designated by the Town Council)
- [ ] Structure (anything constructed or erected, the use of which requires location on or in the ground, for purposes other than shelter of humans, animals, or chattels.)

Narrative Statement of Significance:

Please describe how this property contributes to the history of Minturn. Why should the property be landmarked? For any category selected above, please provide sources and documentation below with the research and documentation for why this application should be designated historic. If this space is not enough please feel free to attach additional sheets.

This is an iconic structure with it's twin sitting next door (fitting as these were houses for brothers). They are one of the first buildings one sees as they drive into the heart of Minturn. They represent a time when Minturn used to be ranches and farmland as the people who built these houses ran cattle, sheep, a dairy farm, ("Minturn, A Memoir", Burnett) and lettuce fields that contributed to Minturn being called the lettuce capital of the United States for a brief time. They have since been co-opted into commercial stores rather than residences and continue to contribute to the character of the Town.

Built in 1914, this structure represents a transitional period for all, but especially for Minturn. The building is a mix of Folk Victorian (1870-1910) and Minimal Traditional (1935-1950) with its simple form, low pitched roof, and front porch. ("House Style Guide to the American Home", Craven) This structure was build only 10 years after the Town officially incorporated in 1904 as one of the oldest towns in Eagle County (minturn.org).

HISTORIC LANDMARK NOMINATION

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT
P.O. Box 309/302 Pine Street Minturn, Colorado 81645-0309
970-827-5645 | planner1@minturn.org

Section 6 - Description:

Architectural Description:

If property is a building, please describe the predominate architectural style such as Victorian or Mid-Century Modern.

This is a Late Victorian structure built in a mix of Folk Victoria and Minimal Traditional.

List of References:

Please cite the books, articles, personal contacts, and other sources used in preparing this application.

Minturn, A Memoir by Bill Burnett

Field Guide to Colorado's Historic Architecture & Engineering by Office of Archaeology and Historic Preservation Colorado Historical Society (https://www.historycolorado.org/sites/default/files/media/document/2017/1625Field.pdf)

House Style Guide to the American Home by Jackie Craven (https://www.thoughtco.com/house-style-guide-american-home-4065233)

A Quick Guide to Meadow Mountain by Kirsten Dobroth (https://www.vailmag.com/best-of-vail/a-quick-guide-to-meadow-mountain)

Town of Minturn Timelines (https://www.minturn.org/historic-preservation/pages/timelines)

Keller Williams Mountain Properties (https://www.searchvailhomes.com/community/id/1910681/area/Minturn/)

Minturn Trails by Town of Minturn (https://www.minturn.org/explore-minturn/pages/minturn-trails)

Zachary Catt, Local History/Genealogy Librarian with the Eagle Valley Library District

1902 and 1904 Assessment Rolls

151
155
156
115
167
161
161

HERE TO CORNER
2 HOUR
PARKING
7AM-7PM
NO
PARKING
6AM - 7AM
TUES. & THURS.
NOV. - APRIL
SALE
GEMINI
GARDENS
OPEN
50% OFF ALL MERCHANDISE

✓	Mobery Chas. & Robt.													
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✓	Nelson Ben													
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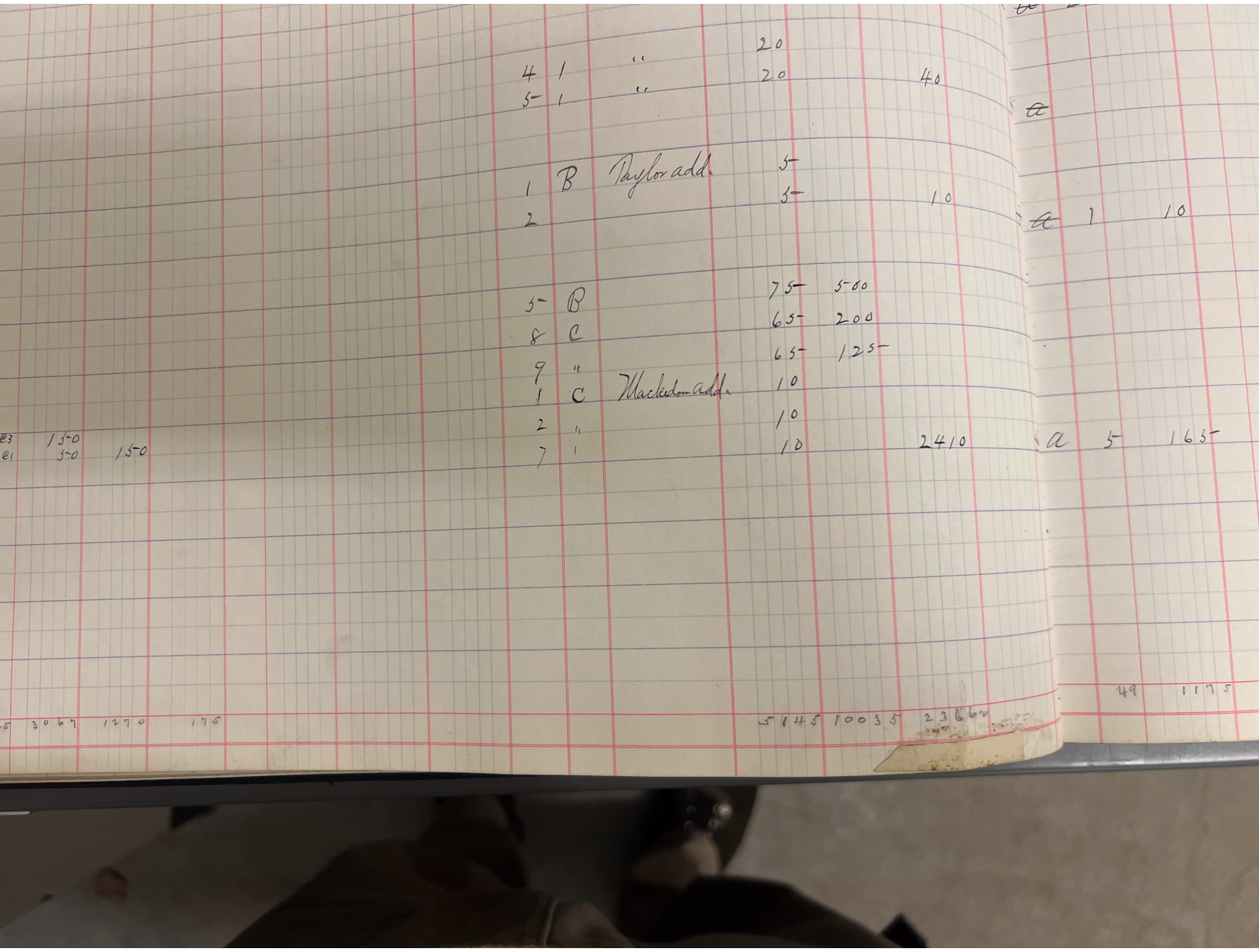
4 1 " 20
5- 1 " 20 40
1 B Taylor add. 5-
2 5- 10
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8 C 65- 200
9 " 65- 125-
1 C Macleod add. 10
2 " 10
7 " 10 2410
@3 150
@1 50 150
30 67 1270 175
51145 10035 23660
a 1 10
a 5 165
49 1175

Winturn School District No. 11 ASSESSMENT RO

THE OUT WEST PRINTING AND STATIONERY CO., COLORADO SPRINGS, COLO. 67486.

Number of Schedule.	NAME OF OWNER.	DESCRIPTION.	Sec.	Township.	Range	AGRICULTURAL LANDS. Acres.	AGRICULTURAL LANDS. Value.	GRAZING LANDS. Acres.	GRAZING LANDS. Value.	Value of Improv'mts.	Value of Improv'mts on Public Lands.
						397	3970	1625	3067	1270	175
✓	Nelson Peter	S½NE¼, SE¼NW¼, N½SE¼	22	5	81	25	250	35@3	105		
		Imp. Publ. Land $50						100@1	100	250	50
✓	Newby	#14 Cabin R.R. Ground $25									
✓	O'Neil Simon										
✓	Peter Anna	N½									
✓	Phillips J. W.	Lot 1 - N½N½N½, Lot 2, S½N½N½	18	5	79						
		NE¼NE¼,	13	"	80			25@3		75	
		SE¼ NE¼									

TOWN OF MINTURN, COLORADO
ORDINANCE NO. 12 – SERIES 2024

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO AMENDING THE TOWN'S HISTORIC REGISTER ADDING 155 MAIN STREET – PARCEL NUMBER: 2103-263-10-004

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

WHEREAS, the Town of Minturn has established the Town of Minturn Register of Historic Places (the "Town's Historic Register") in Section 19-3-10 of the Minturn Municipal Code ("Code"); and

WHEREAS, pursuant to Code Sec. 19-4-30 the Historic Preservation Commission ("HPC") has transmitted to the Town Council a proposed designation of a structure for preservation; and

WHEREAS, based upon evidence received by the HPC at a hearing on April 16, 2024, the staff report and evidence received at the hearings before Town Council on June 5, 2024 and June 19, 2024, 155 Main Street which is 980 square foot building, located at Parcel Number 2103-263-10-004 meets the criteria for designation as a structure for preservation as set out in Code Sec. 19-3-20 by:

(a) Properties or historic districts shall be at least seventy-five (75) years old and meet one (1) or more of the following criteria in order to be considered for designation:
(2) Connection with persons significant in history.
(3) Distinctive characteristics of a type, period, method of construction, or artisan:
a. Exemplifies specific elements of an architectural style or period;
d. Represents a style that is particular to the Town;
f. Represents a built environment of a group of people in an era of history.
(4) Geographic importance;
a. Enhances the sense of identity of the Town or community;
b. Is an established and familiar natural setting or visual feature of the Town or community.

WHEREAS, the Nomination Application indicates that: "This is an iconic structure with it's twin sitting next door (fitting as these were houses for brothers). They are one of the first buildings one sees as they drive into the heart of Minturn. They represent a time when Minturn used to be ranches and farmland as the people who built these houses ran cattle, sheep, a dairy farm, ("Minturn, A Memoir", Burnett) and lettuce fields that contributed to Minturn being called

the lettuce capital of the United States for a brief time. They have since been co-opted into commercial stores rather than residences and continue to contribute to the character of the Town…"; and

WHEREAS, 155 Main Street is an iconic historic structure that is emblematic of the architecture of Minturn's heritage; and

WHEREAS, 155 Main Street is part of the sense of community that makes up the Town of Minturn and provides an important bridge to the Town's past.

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

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

SECTION 2. That based upon the analysis reference above, and the evidence received at the public hearings, certain property herein called 155 Main Street, a 980 square foot building, located at Parcel Number 2103-263-10-004, separate from all improvements situated and located thereon, be and the same is hereby designated as a structure for preservation and inclusion on the Town's Historic Register.

SECTION 3. The effect of this designation may enhance the value of the property and of the structure, but may delay or require denial of building permits found unacceptable by the Historic Preservation Commission under the criteria contained in Chapter 19 of the Minturn Municipal Code.

SECTION 4. This ordinance shall be recorded among the records of the Clerk and Recorder of Eagle County.

INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THE 5th DAY OF JUNE 2024. 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 19th DAY OF JUNE 2024 AT 5:30 p.m. AT THE MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.

TOWN OF MINTURN, COLORADO

_____
Earle Bidez, Mayor

ATTEST:

By:_____
Jay Brunvand, Town Clerk

THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE ENACTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THIS 19th DAY OF JUNE 2024.

TOWN OF MINTURN, COLORADO

_____
Earle Bidez, Mayor

ATTEST:

By:_____
Jay Brunvand, Town Clerk

To: Town Council
From: Madison Harris
Date: May 31, 2024
Agenda Item: Ordinance 13- Series 2024 Amending Chapter 19 of the Historic Preservation Code to allow for More Posting Places and to Extend the Limitations on Proposed Designations

REQUEST:
Review and approve Ordinance 13 - Series 2024 Amending Chapter 19 of the Historic Preservation Code to to allow for More Posting Places and to Extend the Limitations on Proposed Designations.

INTRODUCTION:
Based on comments from Council, as well as examining staff's own process, staff has drafted an ordinance that addresses primarily two items: 1) extending the reconsideration of a proposed designation once denied from 1 year to 5 years, and 2) adding additional posting places like the website and posting boxes as places to alert people so that the process can be more transparent to the public.

ANALYSIS:
The way the Town Code is currently written, once a nomination application is denied, then unless a substantially different application is submitted, no one can nominate that property for one year. Staff has no criteria with which to evaluate whether or not an application is "substantially" different, and also believes that once a nomination is denied, that denial should be valid for a longer time. As such, staff has added a section to encourage people to submit all materials they have once a nomination has been submitted, so that the HPC and Town Council will be able to evaluate the nomination with all supplemental materials. If the nomination is denied then the property cannot be nominated for five years.

Staff has also adjusted the posting places in Article 9 to allow for the posting boxes and Town website, as well as added the clause that if no one nominates the property during the initial fourteen day waiting period, then no one can nominate the property for the next five years.

COMMUNITY INPUT:
Staff presented this ordinance to the HPC at their May 21, 2024 meeting. A member of the public spoke saying that the length of time proposed in the ordinance concerning re-nomination after a denial is too long, and that it should be three or four years instead of five years. The HPC recommended approval of the ordinance as presented.

BUDGET / STAFF IMPACT: TBD

PO Box 309 • 302 Pine St • Minturn, CO 81645 • www.minturn.org • info@minturn.org • 970-827-5645

STRATEGIC PLAN ALIGNMENT:

PRACTICE FAIR, TRANSPARENT AND COMMUNICATIVE LOCAL GOVERNMENT

SUSTAIN AND INVEST IN THE THINGS THAT DEFINE MINTURN AS A PROUD, STURDY MOUNTAIN TOWN TO "KEEP MINTURN MINTURN"

RECOMMENDED ACTION OR PROPOSED MOTION:

Approve Ordinance 13 - Series 2024 Amending Chapter 19 of the Historic Preservation Code to allow for More Posting Places and to Extend the Limitations on Proposed Designations on first reading.

ATTACHMENTS:

- Ordinance 13 - Series 2024 Amending Chapter 19 of the Historic Preservation Code to to allow for More Posting Places and to Extend the Limitations on Proposed Designations

TOWN OF MINTURN, COLORADO
ORDINANCE NO. 13 – SERIES 2024

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO AMENDING CHAPTER 19 OF THE MINTURN MUNICIPAL CODE

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

WHEREAS, the Town of Minturn 2023-2025 Strategic Plan (hereinafter the "Strategic Plan") seeks to "foster the authentic small town character that is Minturn," and to "Lead Minturn to long-term viability while preserving its unique character and genuine mountain town community," through specific strategic plan goals and policies;

WHEREAS, the Strategic Plan contains four key strategies for implementation including "Practice fair, transparent and communicative local government," "Long-term stewardship of the natural beauty and health of Minturn's environment," "Sustain and invest in the things that define Minturn as a proud, sturdy mountain town to "Keep Minturn, Minturn," and "Advance decisions/projects/initiatives that expand future opportunity and viability for Minturn;" and

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

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

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

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

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

WHEREAS, on at their regularly scheduled meeting of May 21, 2024, the HPC considered this ordinance and recommended approval; and

WHEREAS, at their regularly scheduled meeting on June 5, 2024, the Minturn Town Council approved this ordinance on first reading; and

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

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

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

SECTION 2. Chapter 19 of the Minturn Municipal Code is hereby amended to read as follows, with additions shown in double underlined text and language to be deleted shown as ~~strike through~~ text. Sections of Chapter 19 which are not expressly described in this Ordinance are deemed to continue to be in full effect without change.

ARTICLE 4 – Designation Procedure

Sec. 19-4-15. – Additional materials.
When an application for nomination is received and deemed complete by the Planning Department, the Planning Department shall send out an eblast, and post to the town website and posting boxes, the request for additional information about the nominated property.
* * *

Sec. 19-4-70. – Limitation on resubmission and reconsideration of proposed designation.
Limitation on Resubmission and Reconsideration of Proposed Designation. Whenever the Town Council denies a proposed designation, no person shall submit an application ~~that is the same or substantially the same~~ for at least ~~one (1) year~~ five (5) years from the effective date of the final action on the denied application.

* * *

ARTICLE 9 – Alteration, Relocation, or Demolition of Non-Designated Properties Greater than Seventy-Five Years Old

* * *

Sec. 19-9-10. – Requirements.

(a) Any permit application for alteration, relocation, or demolition of a property that is not designated as a historic property and that is greater than seventy-five (75) years old shall be subject to the following requirements:

(1) No person shall alter, relocate, or demolish any building which is over seventy-five (75) years old without first applying to the Town for a permit under this section, receiving the permit and conducting the alteration, relocation or demolition of the building before the permit expires. The application and permit shall be in addition to any application or permit required by other sections of this Code, and shall be on a form provided by the Town. The Town

Administrator may combine the application and permit with any other form at the Town Administrator's discretion.

(2) The application shall contain a statement of the effective age of the improvements on the property and their actual age as set forth in the County Assessor's records for the property. The actual age of the improvements shall be controlling for determining the applicability of this Article. The application shall also contain a detailed description of any alteration, relocation, or demolition being applied for. The Planning Department may require the applicant to provide information about the building, including, without limitation, the date of original construction, significant events and occupants, architectural features and a description of the building through photographs, plans and maps.

(3) A copy of the application shall be forwarded to HPC by the Town staff member acting as the Secretary.

(4) Town staff shall also post to the Town's website and posting boxes a notice stating what was applied for, the age of the structure, and when nomination applications are due, as well as send out an eblast with this information.

(5) Prior to the issuance of the permit, the applicant shall be required by this Section to post a sign on the property that is furnished by the Planning Department. The sign shall state that an application for alteration, relocation, or demolition has been submitted to the Town for the property and that the application is subject to this Article. The sign shall further state that the property may be eligible for nomination to be designated as a historic property under Chapter 19 of this Code, and that any qualified person desiring to submit an application for nomination of the property to be designated as a historic property must do so in accordance with the provisions of Chapter 19. The exact wording and location of the sign shall be determined by the Planning Department.

(6) The property shall be posted with the sign furnished by the Planning Department for a period of at least fourteen (14) days. The applicant shall be responsible for posting the property in accordance with Section 16-21-610(6).

(7) Prior to issuance of the permit, the applicant must provide to the Planning Department a sworn certification of posting as provided in Section 16-21-610(e). The permit shall not be issued until at least five (5) days after such certification is provided to the Planning Department.

(8) If an application for nomination of the property for designation as a historic property under this Chapter is submitted before issuance of the permit, then the permit shall not be issued until the application is finally determined in accordance with this Chapter. If the property is designated as a historic property, then the permit shall be processed as required for the alteration, relocation, or demolition of a historic property under this Chapter. If the property is not designated as a historic property, then the permitting shall proceed in accordance with this Code.

(b) Permit applications for work on the interior of a property, minor repair as determined by the Building Official, and/or replacement of materials in-kind are exempt from this requirement.

(c) This Article shall not apply to mobile homes.

(d) Any approval pursuant to this Article shall expire one hundred eighty days after such approval is made if the applicant has failed to procure the permit, or if the work authorized by such permit has not commenced. The Town Manager or designee has the authority to extend the permit to 365 days as necessary.

(e) If a nomination is not made within the fourteen (14) day period, then except in the cases of a demolition application, a property shall not need to adhere to this article for the next five (5) years.

* * *

INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THE 5th DAY OF JUNE, 2024. 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 19th DAY OF JUNE, 2024 AT 5:30 p.m. AT THE MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.

TOWN OF MINTURN, COLORADO

_____
Earle Bidez, Mayor

ATTEST:

By:_____
Jay Brunvand, Town Clerk

THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE ENACTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THIS 19th DAY OF JUNE, 2024.

TOWN OF MINTURN, COLORADO

_____
Earle Bidez, Mayor

ATTEST:

By:_____
Jay Brunvand, Town Clerk

MEMO

TO: Michelle Metteer, Manager

DATE: May 30, 2024

FROM: James Mann, Financial Analyst

RE: Tiered Rate Structure – Water Utility

In follow-up to the Town Council's May 1 discussion and feedback related to the proposed implementation of a tiered water rate structure, Town staff has readjusted the rate structure to address the concerns and suggestions that were raised. To reiterate, the implementation of a tiered water rate structure is in response to a recommendation identified in the Minturn Water Nexus Report and Action Plan (Resolution 5, Series 2024 approved on February 7, 2024).

Residential Tier Rate Structure

Currently, the rate methodology the Town is using for residential water users three-fold: base rate, debt repayment rate, volumetric rate. A summary of the rate components is as follows:

- Base Rate – monthly rate that covers the basic operation of the water treatment plant and system up to the point that water is being delivered to the customer (think before the meter). Current 2024 rate is $116.77/month per SFE
- Debt Repayment Rate – monthly rate that is meant to cover the annual debt service payments and annual debt service coverage on the outstanding debt of the utility. Current 2024 rate is $17.37/month per SFE
- Volumetric Rate – use rate per 1,000 gallons of water use (think after meter) that is meant to cover the added cost of water production for delivery. Current rate is $8.82/1,000 gallons of use
    - For residential customers, the current volumetric rate structure will generate $178,226 based on the test year data
- SFE Multiplier – for non-municipal/sprinkler accounts, a SFE multiplier is used that applies to the Base and Debt Repayment rates (i.e., if you are a 2.0 SFE customer, the Base/Debt calculation would be as follows: ($116.77+$17.37)x2.0 = $268.28)
- Municipal Code defines an SFE (single family equivalent) as "…the basic unit for determination of water charges and usage. One (1) SFE shall be equal to the water required to serve up to three thousand (3,000) square feet of building area as measured from the exterior dimensions of development and two thousand (2,000) square feet of outside irrigated area."

Following the feedback derived from the May 1 discussion, we have maintained a three-tiered rate structure that becomes more costly the more water that is consumed. As with the previous iteration, the goal of the structure was to generate relatively the same volumetric revenues as

are currently produced. Based on the average residential customer utilizing approximately 4,000 gallons/month, the following was developed:

- 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

Further, any single-family residence that is greater than 1 SFE calculation, the SFE multiplier is only applied to the base and debt rates. The SFE multiplier does not apply to the tier allowance in gallons. Utilizing the same 2 SFE example, the base and debt rates are doubled, however the gallon allowance in the tiers remain as stated above (there is no multiplier).

It should be noted that if a single meter is utilized for multiple dwelling units, that the multiplier on the tiered rate structure will continue to apply. This would mean, as an example, if a two dwelling structure had a 2.0 SFE calculation, that they would be charged 2x on the Base and Debt fees, but that account would also have the allowable gallons in the tiers on a 2x calculation. So, the tiers would be 0-8,000 gallons, 8,001 to 12,000 gallons, and 12,001 or greater.

This methodology, if implemented, would generate $162,141 in volumetric revenues, a drop of $16,085, which is based on the test year data. Our goal was to not increase the overall volumetric burden. **Most customers will see a reduction in their annual water liability, while a few heavy users will see increases.**

The chart below, which is also attached applies the new rate structure to 15 randomly selected water user accounts:

		January	February	March	April	May	June	July	August	September	October	November	December	Total	New Rates	Existing Rates	Difference	% Change
RES	DUPLEX WITH IRR	5.00	5.00	7.00	4.00	4.00	2.00	7.00	6.00	4.00	4.00	7.00	4.00	59.00	396.50	520.38	(123.88)	-23.81%
RES	DUPLEX WITH IRR	5.00	7.00	2.00	1.00	3.00	10.00	6.00	7.00	6.00	4.00	2.00	6.00	59.00	445.25	520.38	(75.13)	-14.44%
RES	DUPLEX WITH IRR	4.00	4.00	4.00	3.00	3.00	5.00	3.00	3.00	3.00	2.00	3.00	3.00	40.00	175.50	352.80	(177.30)	-50.26%
RES	SFR WITH IRRIGATION	5.00	5.00	5.00	4.00	7.00	14.00	6.00	6.00	4.00	5.00	4.00	6.00	71.00	514.50	626.22	(111.72)	-17.84%
RES	SFR WITH IRRIGATION	22.00	4.00	3.00	3.00	2.00	27.00	31.00	22.00	18.00	7.00	2.00	5.00	146.00	1,787.25	1,287.72	499.53	38.79%
RES	SFR WITH IRRIGATION	3.00	3.00	4.00	3.00	3.00	4.00	5.00	3.00	2.00	2.00	2.00	2.00	36.00	158.50	317.52	(159.02)	-50.08%
RES	SFR WITH IRRIGATION	2.00	2.00	2.00	2.00	2.00	3.00	6.00	3.00	2.00	2.00	2.00	2.00	30.00	138.50	264.60	(126.10)	-47.66%
RES	SFR WITH IRRIGATION	4.00	3.00	4.00	3.00	3.00	4.00	4.00	5.00	5.00	5.00	4.00	3.00	47.00	216.25	414.54	(198.29)	-47.83%
RES	SFR WITH IRRIGATION	7.00	6.00	8.00	5.00	6.00	7.00	5.00	7.00	7.00	6.00	7.00	6.00	77.00	640.50	679.14	(38.64)	-5.69%
RES	SFR WITH IRRIGATION	4.00	4.00	5.00	4.00	4.00	6.00	26.00	23.00	7.00	4.00	3.00	4.00	94.00	916.00	829.08	86.92	10.48%
RES	SFR WITH IRRIGATION	6.00	6.00	4.00	4.00	4.00	5.00	6.00	4.00	3.00	4.00	4.00	4.00	54.00	268.00	476.28	(208.28)	-43.73%
RES	SFR WITH IRRIGATION	4.00	3.00	3.00	2.00	4.00	4.00	5.00	4.00	3.00	4.00	2.00	3.00	41.00	179.75	361.62	(181.87)	-50.29%
RES	SFR WITH IRRIGATION	3.00	2.00	2.00	2.00	1.00	3.00	4.00	2.00	3.00	2.00	2.00	2.00	28.00	119.00	246.96	(127.96)	-51.81%
RES	SFR WITH IRRIGATION	0.00	12.00	6.00	3.00	6.00	7.00	11.00	7.00	5.00	5.00	4.00	4.00	70.00	592.25	617.40	(25.15)	-4.07%
RES	SFR WITH IRRIGATION	4.00	4.00	4.00	3.00	3.00	4.00	3.00	4.00	5.00	6.00	5.00	4.00	49.00	230.25	432.18	(201.93)	-46.72%
Average		5.20	4.67	4.20	3.07	3.67	7.00	8.53	7.07	5.13	4.13	3.53	3.87					
													Average	60.07				
													Average Monthly	5.01				

As you will note on the above, most customers in the random selection will see a drop in their annual water liability. However, those customers that are heavy water users for irrigation, will see significant increases.

Irrigation/Sprinkler Rate Modification

As you may recall, Town staff identified that the irrigation and sprinkler class of accounts were not paying the monthly Base or Debt fees and was utilizing a SFE multiplier on the tiers resulting in few accounts moving out of the lowest tier for volumetric usage. To simplify the rate methodology, we have eliminated the separate class for sprinkler/irrigation accounts (they had different tier structure), combining into a single irrigation class. Similar to the residential tier structure, no multiplier will be utilized on the tier structure.

With the change to the sprinkler/irrigation accounts to start charging the base and debt fees when the systems are operating, the rate structure can be set differently than what was previously established. Therefore, the recommendation on the tiered rate structure for the irrigation class is 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

As the water being used for irrigation is not returned to the system, I did apply a 1.5x multiplier to the tier rates for the first three tiers and utilized a $5.00 increment thereafter. Of all the irrigation accounts, there are only five accounts that will reach Tier 5 based on their 2023 usage.

Another issue is that there is one account that utilizes non-potable water on what is a separate non-potable system. It would be difficult to justify charging the same rates as the potable water system, as the water is not treated and does not have the same distribution system. For this class, I applied a 0.50x multiplier to the tier rates and the same $5.00 increment thereafter. The recommendation on the tiered rate structure for the non-potable system is 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

Also, without undertaking a much more detailed analysis of the historic infrastructure costs, annual maintenance and operation of said costs, and future capital needs, a 25% multiplier was applied to the standard base and debt fees for the non-potable system.

The above Irrigation//Sprinkler/Non-Potable Rates would result in the following revenues, based on the 2023 test year data:

All Sprinkler/Irrigation and Non-Potable Accounts				
Existing Rates		Proposed Rates		Change
Base/Debt Fees	0	Base/Debt Actual	33,039	33,039
Volumetric Target	40,999	Volumetric Actual	55,073	14,074
Base Year Revenues	40,999	Test Year Revenues	88,112	47,113

Because the Irrigation user classes were not being charged the Base/Debt Fees, all the Irrigation user class accounts would see an increase in their annual billings. The range of increases is from the low of $472 to a high of $9,720.

Between the proposed change in Residential rate structure and the new Irrigation rates, the change would result in an increase in total revenues of $31,028. While the test data would suggest the above, given the nature of the test year data, the continued scrubbing of the raw data, and likely changes in irrigation behavior, it is anticipated that the amount of additional revenue will be reduced.

Random Account Selection:

		January	February	March	April	May	June	July	August	September	October	November	December	Total	New Rates	Existing Rates	Difference	% Change
RES	DUPLEX WITH IRR	5.00	5.00	7.00	4.00	4.00	2.00	7.00	6.00	4.00	4.00	7.00	4.00	59.00	396.50	520.38	(123.88)	-23.81%
RES	DUPLEX WITH IRR	5.00	7.00	2.00	1.00	3.00	10.00	6.00	7.00	6.00	4.00	2.00	6.00	59.00	445.25	520.38	(75.13)	-14.44%
RES	DUPLEX WITH IRR	4.00	4.00	4.00	3.00	3.00	5.00	3.00	3.00	3.00	2.00	3.00	3.00	40.00	175.50	352.80	(177.30)	-50.26%
RES	SFR WITH IRRIGATION	5.00	5.00	5.00	4.00	7.00	14.00	6.00	6.00	4.00	5.00	4.00	6.00	71.00	514.50	626.22	(111.72)	-17.84%
RES	SFR WITH IRRIGATION	22.00	4.00	3.00	3.00	2.00	27.00	31.00	22.00	18.00	7.00	2.00	5.00	146.00	1,787.25	1,287.72	499.53	38.79%
RES	SFR WITH IRRIGATION	3.00	3.00	4.00	3.00	3.00	4.00	5.00	3.00	2.00	2.00	2.00	2.00	36.00	158.50	317.52	(159.02)	-50.08%
RES	SFR WITH IRRIGATION	2.00	2.00	2.00	2.00	2.00	3.00	6.00	3.00	2.00	2.00	2.00	2.00	30.00	138.50	264.60	(126.10)	-47.66%
RES	SFR WITH IRRIGATION	4.00	3.00	4.00	3.00	3.00	4.00	4.00	5.00	5.00	5.00	4.00	3.00	47.00	216.25	414.54	(198.29)	-47.83%
RES	SFR WITH IRRIGATION	7.00	6.00	8.00	5.00	6.00	7.00	5.00	7.00	7.00	6.00	7.00	6.00	77.00	640.50	679.14	(38.64)	-5.69%
RES	SFR WITH IRRIGATION	4.00	4.00	5.00	4.00	4.00	6.00	26.00	23.00	7.00	4.00	3.00	4.00	94.00	916.00	829.08	86.92	10.48%
RES	SFR WITH IRRIGATION	6.00	6.00	4.00	4.00	4.00	5.00	6.00	4.00	3.00	4.00	4.00	4.00	54.00	268.00	476.28	(208.28)	-43.73%
RES	SFR WITH IRRIGATION	4.00	3.00	3.00	2.00	4.00	4.00	5.00	4.00	3.00	4.00	2.00	3.00	41.00	179.75	361.62	(181.87)	-50.29%
RES	SFR WITH IRRIGATION	3.00	2.00	2.00	2.00	1.00	3.00	4.00	2.00	3.00	2.00	2.00	2.00	28.00	119.00	246.96	(127.96)	-51.81%
RES	SFR WITH IRRIGATION	0.00	12.00	6.00	3.00	6.00	7.00	11.00	7.00	5.00	5.00	4.00	4.00	70.00	592.25	617.40	(25.15)	-4.07%
RES	SFR WITH IRRIGATION	4.00	4.00	4.00	3.00	3.00	4.00	3.00	4.00	5.00	6.00	5.00	4.00	49.00	230.25	432.18	(201.93)	-46.72%
Average		5.20	4.67	4.20	3.07	3.67	7.00	8.53	7.07	5.13	4.13	3.53	3.87					
												Average Annual Kgals		60.07				
												Average Monthly Kgals		5.01				

TOWN OF MINTURN, COLORADO
RESOLUTION NO. 25 – SERIES 2024

A RESOLUTION SETTING AND APPROVING RESIDENTIAL WATER IRRIGATION RATE FEES FOR THE TOWN OF MINTURN, COLORADO

WHEREAS, The Town of Minturn reviews and may approve such fees by Resolution annually and as necessary, and;

WHEREAS, The fee schedule is available for review during regular business hours at the Town Offices or on the Town website.

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

Section 1.

a) 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

b) 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

a) 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

b) 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

Section 2.
In the event of a conflict between the fees, rates and charges listed in Appendix A and the Text of any individual section of the Town Code, the provisions of The Minturn Municipal Code shall control.

INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED THIS 5th DAY OF JUNE, 2024

ATTEST:

_____ _____

EARLE BIDEZ, MAYOR JAY BRUNVAND, TOWN CLERK

To: Mayor and Council

From: Scot Hunn, Consulting Planning Director

Date: May 31, 2024

Agenda Item: Review of Ordinance Nos. 14 and 15, Series 2024 on First Reading

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REQUEST:
Review and approve Ordinance Nos. 14 and 15 Series 2024 on first reading.

INTRODUCTION:
Ordinance Nos. 14 and 15, Series 2024 are being presented to the Town Council as they relate to the Settlement Agreement (the "Settlement") by and between the Town of Minturn and Miners Basecamp LLC. associated with the Belden Place Planned Unit Development (PUD) Final Plan and Final Plat.

Both ordinances have been prepared in consultation with the Town Attorney and both have been reviewed by the Minturn Planning Commission. At their regular meeting of May 8, 2024, the Commission voted unanimously to forward a recommendation for approval to the Town Council, with no recommended revisions.

ANALYSIS:
A full staff report explaining the background of the original Belden Place PUD approvals, the Settlement, as well as the proposed minor amendments to the Belden Place PUD Final Plan, the Belden Place PUD Guide document, and the Belden Place PUD Final Plat for Subdivision is attached.

COMMUNITY INPUT:
Public notice for the public hearing of the Minturn Planning Commission to consider Ordinance Nos. 14 and 15, Series 2024, at their regular meeting of May 8, 2024, was provided in accordance with the requirements of the Minturn Municipal Code. No members of the public testified regarding the ordinances during the Commission's hearing. Public Notice for consideration of Ordinances by the Minturn Town Council was provided concurrently with notice of the Minturn Planning Commission's May 8th hearing.

BUDGET / STAFF IMPACT:
N/A.

PO Box 309 • 302 Pine St • Minturn, CO 81645 • www.minturn.org • info@minturn.org • 970-827-5645

STRATEGIC PLAN ALIGNMENT:

Review of Ordinance Nos. 14 and 15, Series 2024 is consistent with the Settlement while aligning with the following key strategies:

PRACTICE FAIR, TRANSPARENT AND COMMUNICATIVE LOCAL GOVERNMENT

THE TOWN WILL SEEK TO MAKE INFORMED, DATA-BASED DECISIONS WITH A STANDARD OF "DOING IT RIGHT." WITH AN HONEST APPROACH TO ALL ASPECTS OF LOCAL GOVERNMENT AND A FOCUS ON THE PUBLIC PROCESS, THE TOWN COUNCIL AND STAFF ARE COMMITTED TO SERVING MINTURN WITH THE HONESTY AND INTEGRITY EXPECTED OF A SMALL-TOWN GOVERNMENT.

ADVANCE DECISIONS/PROJECTS/INITIATIVES THAT EXPAND FUTURE OPPORTUNITY AND VIABILITY FOR MINTURN

THE ABILITY FOR MINTURN TO APPROACH DEVELOPMENT AS RESILIENT, SUSTAINABLE, CREATIVE AND DIVERSE WILL ALLOW THE TOWN TO CONTINUE EMBRACING WHAT HAS "MADE MINTURN, MINTURN." THE TOWN CAN FURTHER LEVERAGE ITS CROSSROADS LOCATION AS A VALLEY-WIDE BENEFIT AND COMPETITIVE ADVANTAGE.

RECOMMENDED ACTION OR PROPOSED MOTION:
Approve Ordinance Nos. 14 and 15, Series 2024 on first reading and direct staff to make any suggested revisions prior to second reading.

ATTACHMENTS:

- Ordinance No. 14, Series 2024
- Ordinance No. 15, Series 2024
- Planning Commission Staff Report
- Amended Belden Place PUD Final Plan / PUD Guide
- Amended Belden Place Final Civil Engineering Plan Set
- Amended Belden Place PUD Final Subdivision Plat
- Eagle River Water and Sanitation – Construction Approval Letter Dated April 22, 2024

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

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

Memorandum

To: Minturn Planning Commission

From: Scot Hunn, Planning Director

Date: May 3, 2024

Re: Belden Place Amended Final Plan and Final Plat – Review of Ordinances

---

In 2022, the Town of Minturn Town Council approved via ordinance the Belden Place Planned Unit Development Final Development Plan for PUD (the "Final Plan") and the associated Belden Place PUD Final Plat (the "Final Plat") for Subdivision proposed by Miners Basecamp, LLC., (the "Applicant"). Prior to the Town's approval, the Applicant filed a lawsuit in Eagle County District Court at case number 2022CV30054 contesting the number of Single Family Equivalents/Water Taps ("SFEs") made available to the project (the "Litigation").

Subsequently, the Town filed a counter claim in the Litigation against Miners. Eventually, the parties agreed to institute a process to settle the issues between them rather than continue the Litigation. As a result, the Town and the Applicant entered into and executed a Settlement Agreement (the "Settlement") as memorialized by the Town via Resolution No. 32, Series 2023 (attached).

The Settlement provides, among other things, a process for the processing and approval of minor modifications to the previously approved Final Plan and Final Plat, specifically to consolidate Lots 12, 13, and 14 and, therefore, to eliminate the triplex residential structures previously contemplated for those three lots; and to create a new Lot 12 wherein a single-family unit plus Accessory Dwelling Unit (ADU) would be permitted, thus lowering the overall density and intensity of uses within the PUD but, otherwise, maintaining the overall character and intent of the PUD.

Pursuant to those terms of the Settlement, the Applicant, represented by Mr. Brian Bevan, has applied to the Town for minor modifications to the previously approved Final Plan and Final Plat. As provided for within the Settlement, amendments to the Final Plan and Final Plat are to be processed as ordinances amending the Final Plan and Final Plat and, specifically, amending Ordinance No. 4, Series 2022 (Final Plan) and Ordinance No. 5, Series 2022 (Final Plat).

Minor Amendment to Final Plan (PUD Guide)
The final Development Plan (and PUD Guide) for the Belden Place PUD was approved via Ordinance No. 4, Series 2022, on March 16, 2022. The Applicant has presented a new PUD Guide

and associated final development plans showing or reflecting the consolidation of Lots 12, 13, and 14 and providing for development of a new Lot 12 as a single-family residential unit plus one (1) ADU.

Minor Amendment to Final Plat (Amended Final Plat)

The Final Subdivision Plat for the Belden Place PUD was approved via Ordinance No. 5, Series 2022, on March 16, 2022. In support of the proposed changes to the Final Plan to combine Lots 12, 13, and 14 into one lot (New Lot 12), the following images show the previous lot layout of those lots on the original final plat, as well as the new configuration proposed in the Amended Final Plat.

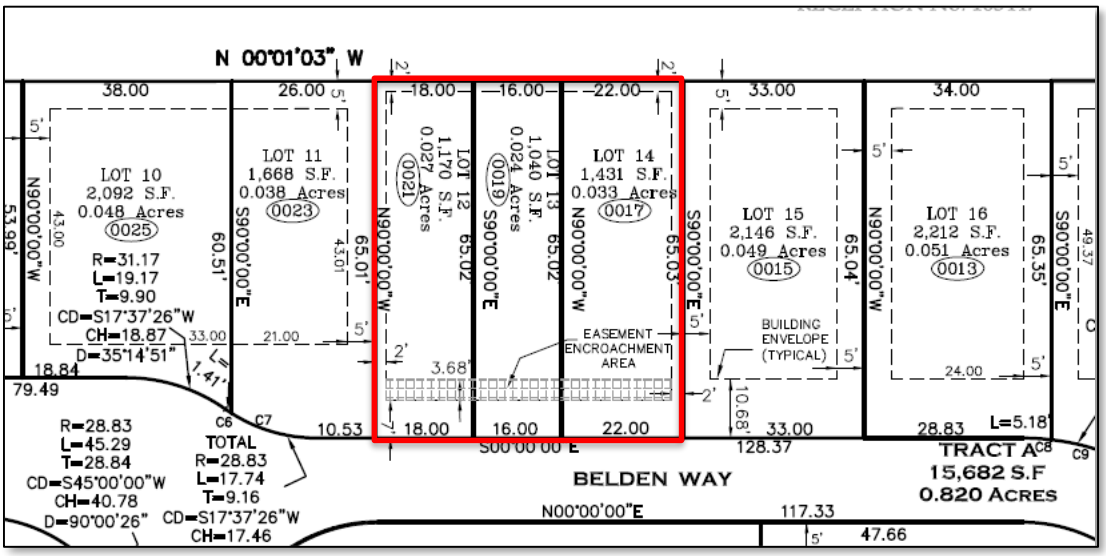


Figure 1: Original 2022 Final Plat Showing Lots 12, 13, and 14

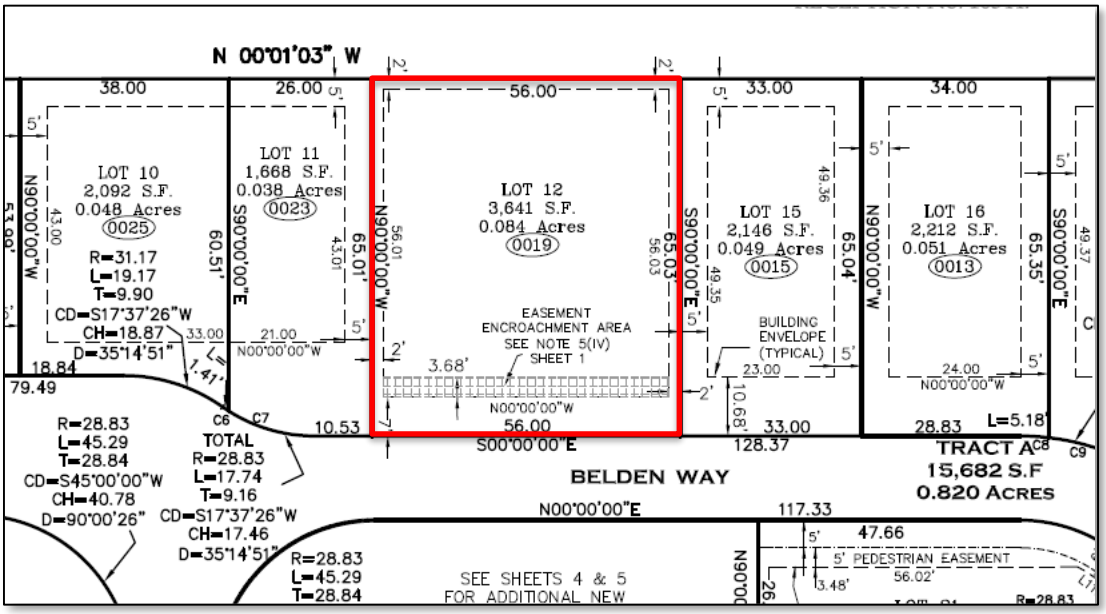


Figure 2: Proposed Amended Final Plat Combining Lots 12, 13, and 14 (creating Lot 12)

Summary of Process and Code Requirements
Pursuant to the Settlement, the Applicant is permitted to apply for minor modifications to the Final Plan and Final Plat:

> *"WHEREAS, the Settlement Agreement allows Miners to submit to Minturn an application to amend the Belden Place Final Development Plan and the Belden Place Final Subdivision Plat.*"

The Settlement also provides that such application "shall be processed" as two ordinances amending Ordinance No. 4, Series 2022 and Ordinance No. 5, Series 2022. Therefore, staff has attached two Ordinances (TBD) for the Planning Commission's consideration.

In addition to, or in support of the Settlement, Section 16-15-230 – *Changes to approved plans*, MMC, sets forth the provisions applicable to the processing and review of PUD amendments and Amended Final Plats.

> ***Sec. 16-15-230. - Changes to approved plans.***
>
> *(a) The PUD plan, as finally approved by the Town Council, shall be binding. Permits for construction or grading on a PUD shall be issued only on the basis of the approved final PUD plans. Any changes in the approved plan shall be submitted to the Town in accordance with the following:*
>
> *(1) Minor deviations may be approved by the Planning Director. Minor deviations that may be authorized are those that appear necessary in light of technical or engineering considerations first discovered during actual development and that are not reasonably anticipated during the initial approval process, as long as they comply with this Code.*
>
> *(2) Minor changes in locations, sightings, bulk of structures and height or character of buildings may be authorized by the Planning Commission if required by circumstances not foreseen at the time the final or preliminary plan was approved.*

The changes proposed are, indeed, minor in nature and affect the location, sighting and, to some degree, the bulk of structures within the PUD. Therefore, the Planning Director has determined that such changes require Planning Commission review.

Additionally, Chapter 17, Article 8 – *Minor subdivisions*, MMC, provides procedures and requirements for the submission and review of Amended Final Plats. Staff has determined that the Amended Final Plat for the Belden Place PUD has been provided in accordance with the requirements of Article 8.

Staff is recommending **approval with no conditions** of attached Ordinances (TBD) to amend the Final Plan; to amend the Final Plat; and to Amend Ordinance Nos. 4 and 5, Series 2022.

TOWN OF MINTURN, COLORADO

RESOLUTION NO. 32 – SERIES 2023

A RESOLUTION AUTHORIZING THE MAYOR OF THE TOWN OF MINTURN TO SIGN A SETTLEMENT AGREEMENT BETWEEN MINERS BASE CAMP, LLC AND THE TOWN OF MINTURN TO RESOLVE PENDING LITIGATION.

WHEREAS, Miners Base Camp, LLC ("Miners"), owns property in the Town of Minturn and has made applications for PUD zoning and subdivision approvals;

WHEREAS, the Town Council of the Town of Minturn approved Resolution No. 20, Series 2021 on June 16, 2021, approving with conditions the Belden Place Preliminary Subdivision Plat and Preliminary PUD Development Plan;

WHEREAS, the project/property is called the Belden Place Subdivision/PUD ("Belden Place');

WHEREAS, on or about March 2, and March 16, 2022, Minturn's Town Council held public hearings (*i.e.*, First Reading and Second Reading) and approved the Belden Place Final Development Plan for PUD (Ordinance No. 4, Series 2022), the Belden Place Final Subdivision Plat (Ordinance No. 5, Series 2022), the Belden Place Subdivision Improvements Agreement ("SIA") (Resolution No. 8, Series 2022), a Cost Sharing and Construction Management Agreement (Resolution 10, Series 2022), and a Land Use Covenant (Resolution 11, Series 2022) (collectively, the "Belden Place Final Plan");

WHEREAS, the buildout of the Belden Place Final Plan as approved requires 43.5 Single Family Equivalents/Water Taps ("SFEs") to provide enough required water to all of the housing units approved by the Belden Place Final Plan;

WHEREAS, Ordinance No. 5, Series 2020, as amended, enacted a moratorium that limits the number of SFEs that can be used for new development ("Moratorium");

WHEREAS, the SIA for the Belden Place Final Plan provided a total of 23 SFEs to Belden Place which is 20.5 SFEs short of providing enough SFEs to fully build out the project;

WHEREAS, prior to the approval of the Belden Place Final Plan, Miners filed a lawsuit in Eagle County District Court at case number 2022CV30054 contesting the number of SFEs made available to the project (the "Litigation");

WHEREAS, the Town filed a counter claim in the Litigation against Miners;

WHEREAS, following settlement discussion, Minturn, and Miners, have reached an agreement aimed at resolving the Litigation, as more particularly described in and contingent on implementation of the matters and transactions described in the Settlement Agreement.

WHEREAS, the Settlement Agreement allows Miners to submit an application to Minturn for the remaining 16 SFEs to be allocated to Belden Place.

WHEREAS, the Settlement Agreement allows Miners to submit to Minturn an application to amend the Belden Place Final Development Plan and the Belden Place Final Subdivision Plat.

WHEREAS, the Settlement Agreement allows Miners to submit to Minturn an application to amend the SIA to conform with the change in the number of available SFEs and the revised number of lots.

WHEREAS, the Settlement Agreement provides a path to resolve the Litigation and provide a path forward for Miners to complete the Belden Place Final Plan

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

1. The Minturn Town Council approves the Settlement Agreement attached as **Exhibit A** and authorizes the Mayor or his designee to sign on behalf of the Town of Minturn any and all documents required to reasonably ensure completion.

INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this 15th day of NOVEMBER, 2023.

TOWN OF MINTURN

By:_____
Earle Bidez, Mayor

ATTEST:

_____
Jay Brunvand, Town Clerk

TOWN OF MINTURN, COLORADO
SEAL
1904

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is entered into by and between Miners Base Camp, LLC, a Colorado limited liability company ("Miners") and the Town of Minturn ("Minturn") and is effective as of November 15, 2023 ("Effective Date"). Miners and Minturn are each a "Party" and, collectively, the "Parties."

RECITALS

WHEREAS, Miners owns property in the Town of Minturn and made applications for PUD zoning and subdivision approvals;

WHEREAS, the Town Council of the Town of Minturn approved Resolution No. 20, Series 2021 on June 16, 2021, approving with conditions the Belden Place Preliminary Subdivision Plat and Preliminary PUD Development Plan for the property;

WHEREAS, the project/property is called the Belden Place Subdivision/PUD ("Belden Place");

WHEREAS, on or about March 2, and March 16, 2022, Minturn's Town Council held public hearings (*i.e.*, First Reading and Second Reading) and approved the Belden Place Final Development Plan for PUD (Ordinance No. 4, Series 2022), the Belden Place Final Subdivision Plat (Ordinance No. 5, Series 2022), the Belden Place Subdivision Improvements Agreement ("SIA") (Resolution No. 8, Series 2022), a Cost Sharing and Construction Management Agreement (Resolution 10, Series 2022), and a Land Use Covenant (Resolution 11, Series 2022) (collectively, the "Belden Place Final Plan");

WHEREAS, the buildout of the Belden Place Final Plan as approved requires 43.5 Single Family Equivalents/Water Taps ("SFEs") to provide enough required water to all of the housing units approved by the Belden Place Final Plan;

WHEREAS, Ordinance No. 5, Series 2020, as amended, enacted a moratorium that limits the number of SFEs that can be used for new development ("Moratorium");

WHEREAS, the SIA for the Belden Place Final Plan provided a total of 23 SFEs to Belden Place which is 20.5 SFEs short of providing enough SFEs to fully build out the project;

WHEREAS, prior to the approval of the Belden Place Final Plan, Miners filed a lawsuit in Eagle County District Court at case number 2022CV30054 contesting the number of SFEs made available to the project (the "Litigation");

WHEREAS, the Town filed a counter claim in the Litigation against Miners;

WHEREAS, rather than continue the Litigation, with the costs and uncertainty associated therewith, the Parties desire to institute a process to settle the issues between them as provided for herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto intending legally to be bound hereby, agree as follows.

AGREEMENT

1. Incorporation of Recitals. The Recitals above set forth are incorporated by this reference as if set forth herein verbatim.

2. SFE Hearing. Ordinance No. 5, Series 2020 allows a party to seek modifications to the SFE limitations contained in the Moratorium "on a case-by-case basis by the Town Council based upon a specific application." Pursuant to the Moratorium, Minturn has 70 SFEs of available water service for future development. The Moratorium reserved the 70 SFEs for the Minturn North project. Minturn North project has since revised the total number of SFEs for the project to 54 SFEs. Accordingly, 16 SFEs remain available for new development.

   Within 60 days of the Effective Date of this Agreement, Miners may submit to Minturn an application for the remaining 16 SFEs to be allocated to Belden Place. Minturn shall hold a quasi-judicial public hearing on Miners' application within 60 days of receipt of the application. If approved, Belden Place would have a total of 39 SFEs (*i.e.*, 23 existing SFEs, plus the 16 additional SFEs). The quasi-judicial public hearing shall be scheduled on the same agenda as the first reading of the ordinances referenced in Section 3 below.

3. Belden Place Final Development Plan and Final Subdivision Plat Amendment Hearing. Within 60 days of the Effective Date of this Agreement, Miners may submit to Minturn an application to amend the Belden Place Final Development Plan and the Belden Place Final Subdivision Plat to eliminate the Triplex on Lot 12/13/14 and replace it with a single-family unit plus an ADU as shown on Exhibit A attached hereto and incorporated herein. The application shall be processed as two ordinances amending Ordinance No. 4, Series 2022 and Ordinance No. 5, Series 2022.

4. SIA Amendment. Within 60 days of the Effective Date of this Agreement, Miners may submit to Minturn an application to amend the SIA to conform with the change in the number of available SFEs and the revised number of lots. Consideration of the application to amend the SIA shall be scheduled on the same agenda as the first reading of the ordinances referenced in Section 3 above.

5. Applications for Amendments. Miners shall execute application forms provided by Minturn to amend the Belden Place Final Development Plan amendment, Final Subdivision Plat, and SIA and execute the Town's reimbursement agreement. Miners and the Town shall work in good faith to identify the information to be contained in Miners' SFE application.

6. Stay of the Litigation. The Parties agree to stay the Litigation while the applications for the SFE allocation and amendments to the Belden Place Final Development Plan, Belden Place Final Subdivision Plat and the SIA are processed.

7. Dismissal of the Litigation if Approval is Granted. If Minturn approves Miners' SFE application and allocates the 16 SFEs to Belden Place (for a total of 39 SFEs to Belden Place), and Minturn approves Miners' Belden Place Final Development Plan amendment and Final Subdivision Plat amendment to replace the Triplex on Lot 12/13/14 with a single-family unit plus an ADU, and amend the SIA as described in Section 4 above, then the Parties shall file a stipulated dismissal of the Litigation and release their claims against one another in the Litigation. Each party shall bear its own costs and attorney's fees. In the event that Miners does not file the applications identified in Sections 2, 3 and 4 herein within 60 days from the Effective Date, or if Minturn does not approve the applications identified in Sections 2, 3 and 4 herein within 120 days from the Effective Date, then the Parties shall file a motion with the Court to terminate the stay of the Litigation and the Litigation will continue.

8. Approval of Belden Place Final Plan. The Parties acknowledge and agree that if Minturn approves Miners' SFE application and applications to amend the Belden Place Final Development Plan amendment, Final Subdivision Plat, and SIA as described above, then the Belden Place Final Plan as amended, is deemed approved, and Miners shall be permitted to proceed with the Belden Place project in conformance with the amended approval documents. The Parties, however, shall cooperate and work in good faith to update any documents to reflect the amended approval documents such as the Land Use Covenant. Miners acknowledges that any future applications to amend the Belden Place Final Development Plan shall be subject to any then-existing ordinances or restrictions on development and water services, as the Town has deemed necessary and appropriate.

9. Cost Sharing and Construction Management Agreement. The Parties acknowledge and agree that if Minturn approves Miners' SFE application and applications to amend the Belden Place Final Development Plan amendment, Final Subdivision Plat, and SIA as described above, then the Cost Sharing and Construction Management Agreement approved in Resolution No. 10, Series 2022 is null and void. If such approvals are granted, Miners will support the Town taking action to revoke Resolution No. 10, Series 2022. Minturn will cooperate and work in good faith with Miners to apply for and receive approvals from the necessary parties (including but not limited to the Eagle Valley Land Trust and the United States Forest Service) such that Miners can construct the stormwater drainage improvement that will convey stormwater and runoff from Belden Place across Minturn-owned and federal property into the Eagle River. The Parties agree that Miners shall be responsible for compiling the necessary applications and obtaining approvals, but Minturn will act as the "applicant," if necessary, on approval applications with Eagle Valley Land Trust and/or the United States Forest Service. Minturn shall execute documents acknowledging the Town's grant of the right to install drainage improvements on Town property and generally expressing the Town's support for the drainage improvements.

10. Plea Deal Obligation Suspended/Terminated. The Parties acknowledge and agree that they entered into a Stipulation for Entry of Plea in Minturn Municipal Court in case number 2022-001. As part of the Stipulation, Miners is required to restore the disturbed site on the Property to pre-disturbance conditions by October 11, 2023, as more specifically described in Section F.1. of the Stipulation for Entry of Plea. The October 11, 2023, deadline, is hereby extended to October 11, 2024. Additionally, if Minturn approves Miners' SFE application and Belden Place Final Development Plan, Final Subdivision Plat, and SIA amendments as described above, then Miners' obligation to restore the Property as described in Section F.1. of the Stipulation for Entry of Plea shall terminate and no longer be required. Under such circumstances Minturn agrees to file appropriate documentation in Minturn Municipal Court in case number 2022-001 to effectuate this provision.

11. Right to Remove Lot(s)/Unit(s). The Parties acknowledge and agree that, even by replacing the Triplex on Lot 12/13/14 with a single-family unit and an ADU as described above, Belden Place may still be short SFEs to fully build out the project as configured. For a period of 7 years from the Effective Date, if additional SFEs do not become available for Belden Place so it can fully build out the project, then Miners may eliminate or reconfigure lot(s) and/or unit(s) in the project accordingly, subject to any then-existing ordinances or restrictions on development and water services, as the Town has deemed necessary and appropriate.

12. Execution Voluntary. Each Party acknowledges that this Agreement is voluntarily made, that such Party has entered into this Agreement after having been advised by legal counsel of such Party's choice. Except for the express representations and/or warranties contained in this Agreement, each Party also expressly assumes the risk that the facts and law may be or become different from the facts and law as believed to exist by such Party in entering into this Agreement.

13. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective agents, employees, independent contractors, servants, successors, assigns, heirs, executives, administrators, and all other persons, firms, corporations, associations, or partnerships related to each of them.

14. Entire Agreement; Modification. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof. No change, amendment, or attempted waiver of any of the provisions of this Agreement and no other agreement, statement, or promise made by any Party, which is not contained in this Agreement, shall be binding or valid unless it is set forth in writing and signed by all Parties.

15. Interpretation. The language in all parts of this Agreement shall in all cases be construed according to its fair meaning and not strictly for or against any Party. The headings contained in this Agreement are for convenience and reference only and shall not be used in the interpretation of this Agreement or any provision hereof.

16. Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Colorado, and the venue for any dispute relating to, or arising from, this Agreement shall lie in the District Court for Eagle County, Colorado.

17. The Parties Have Read this Agreement. This Agreement contains important legal commitments with significant legal consequences. Each Party hereby acknowledges and accepts these consequences and represents and warrants to each of the other Parties that the Party has: (i) read and thoroughly understands the provisions of this Agreement; (ii) has had an opportunity to discuss the terms hereof with the Party's legal counsel; and (iii) is executing and delivering this Agreement with full knowledge and understanding of its terms and consequences.

18. Miscellaneous: This Agreement:

    a. May be executed in counterparts and/or by electronic transmission, each of which shall be considered the same as an original, and all of which shall together constitute one document;

    b. Shall, with its remaining provisions, remain enforceable, even if some provisions are declared unenforceable;

    c. Has been jointly prepared and drafted by the Parties and, accordingly, shall not be construed against any single Party;

    d. Is a compromise of disputed matters entered into freely by the Parties to avoid the uncertainty and expense associated with further litigation, and is not to be construed as an admission of liability by any Party, each of whom expressly denies liability or fault;

19. CRE 408. This Agreement is protected by Colorado Rules of Evidence 408. The parties agree that this Agreement and any action taken by either party in furtherance of this Agreement may not be introduced in the Litigation if the Litigation's stay is lifted as provided herein.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

Miners Base Camp, LLC,
a Colorado limited liability company

By: Don Barnes, its Manager

The Town of Minturn

By: Earl Bidez, its Mayor

TOWN OF MINTURN, COLORADO
ORDINANCE NO. 14 – SERIES 2024

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO APPROVING THE AMENDED FINAL DEVELOPMENT PLAN FOR PLANNED UNIT DEVELOPMENT FOR BELDEN PLACE PUD AND AMENDING ORDINANCE NO. 4, SERIES 2022

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

WHEREAS, the Town is authorized by the Home Rule Charter and Section 31-23-301, C.R.S., to enact zoning and land use regulations; and

WHEREAS, Chapter 16, Zoning, of the Minturn Municipal Code (the "MMC") regulates zoning and land use within the Town; and

WHEREAS, the purpose of Chapter 16 is to encourage the most appropriate use of land, to preserve and promote the Town's economy, heritage and small town qualities, and it is designed to promote the health, safety, welfare and convenience of the citizens; and

WHEREAS, Sec. 16-15-10 - Purposes and general provisions, MMC, establishes the purpose of the Planned Unit Development ("PUD") Overlay Zone District which is to allow flexibility for landowners to creatively plan for the overall development of their land and to achieve the purpose and objectives of the MMC and the Community Plan; and

WHEREAS, Sec. 16-15-20 - Authority, MMC, states that the PUD Overlay Zone District is adopted pursuant to Section 24-67-101, et seq., C.R.S., the Planned Unit Development Act of 1972; and

WHEREAS, Sec. 16-15-20 - Authority, MMC, provides that the Town staff and the Planning Commission ("Commission") shall have the authority to recommend and the Town Council shall have the authority to impose such conditions on a PUD as are necessary to accomplish the purpose of the MMC and the Community Plan; and

WHEREAS, the Town received an application for the Belden Place Preliminary Development Plan for PUD ("Preliminary Plan") and Preliminary Subdivision Plat ("Preliminary Plat") from Miners Basecamp, LLC., (the "Applicant") on or about November 17, 2020; and

WHEREAS, the Commission held public hearings to consider the Preliminary Plan and Preliminary Plat on May 26, 2021 and June 9, 2021, and recommended approval with conditions of the Preliminary Plan and Preliminary Plat to the Town Council; and

WHEREAS, the Town Council, at a public hearing held on June 16, 2021, approved the Preliminary Plan and associated Preliminary Plat with conditions via Resolution No. 20, Series 2021; and

WHEREAS, the Town received a Final Development Plan for the Belden Place PUD ("Final Plan") application, inclusive of associated zoning regulations and Subdivision Improvements Agreement ("SIA"), from the Applicant on or about August 31, 2021; and

WHEREAS, the Final Plan allowed for the development of forty-one (41) single--family, two-family (duplex), and multi-family (tri-plex and five-plex) dwelling units and one accessory dwelling unit on Lot 17 to be constructed on twenty-seven (27) lots of varying sizes serviced by a looped access road, sidewalks, and utilities, as well as the development of an underground parking garage, a pocket park and open space, drainage improvements and drainage ways, landscaping, project identification and wayfinding signage; and,

WHEREAS, the Applicant intends to construct project infrastructure in one (1) phase to allow for the incremental build-out residential structures within the PUD as market conditions and absorption rates dictate; and,

WHEREAS, the Commission held a public hearing to consider the Final Subdivision Plat ("Final Plat") on February 9, 2022, and recommended approval with conditions of the Final Plat to the Town Council; and

WHEREAS, the Town Council held public hearings (i.e., First Reading and Second Reading) and approved the Final Plan (Ordinance No. 4, Series 2022), and the Belden Place Final Plat (Ordinance No. 5), on or about March 2, 2022 and March 16, 2022; and

WHEREAS, prior to the approval of the Final Plan, the Applicant filed a lawsuit in Eagle County District Court at case number 2022CV30054 contesting the number of Single Family Equivalents/Water Taps ("SFEs") made available to the project (the "Litigation"); and

WHEREAS, the Town filed a counter claim in the Litigation against Miners; and

WHEREAS, rather than continue the Litigation, the parties desired to institute a process to settle the issues between them; and

WHEREAS, the Town and the Applicant entered into and executed a Settlement Agreement (the "Settlement") as memorialized by the Town via Resolution No. 32, Series 2023; and

WHEREAS, the Settlement provides that, within 60 days of the Effective Date of the Settlement, Miners would be permitted to submit to the Town an application to amend the Final Plan and Final Plat to consolidate Lots 12, 13, and 14, to eliminate the Triplex residential unit planned for Lots 12, 13, and 14, and to replace it with a single-family unit plus ADU; and

WHEREAS, the Settlement also provides that such application "shall be processed" as two ordinances amending Ordinance No. 4, Series 2022 and Ordinance No. 5, Series 2022; and

WHEREAS, the Town received an application for minor modification to the Final Plan (the "Amended Final Plan") pursuant to the Settlement on or about December 14, 2023; and

WHEREAS, Sec. 16-15-230. - Changes to approved plans., MMC, permits minor amendments and modifications to approved PUD final plans; and

WHEREAS, Sec. 16-15-230. - Changes to approved plans, MMC, Subsection (2) provides that "Minor changes in locations, sightings, bulk of structures and height or character of buildings may be authorized by the Planning Commission if required by circumstances not foreseen at the time the final or preliminary plan was approved;" and

WHEREAS, Town of Minturn Staff ("Staff") finds that the Amended Final Plan conforms with the Town's standards; and

WHEREAS, the Amended Final Plan will allow for the development of thirty-nine (39) single-family, two-family (duplex), and multi-family (tri-plex and five-plex) dwelling units and two accessory dwelling units on Lots 12 and 17 to be constructed on twenty-five (25) lots of varying sizes serviced by a looped access road, sidewalks, and utilities, as well as the development of an underground parking garage, a pocket park and open space, drainage improvements and drainage ways, landscaping, project identification and wayfinding signage; and

WHEREAS, the Commission, at their regular meeting of May 8, 2024, considered Ordinance No. 14, Series 2024 to approve the Amended Final Plan and to Amend Ordinance No. 4, Series 2022, and recommended approval to the Town Council; and

WHEREAS, the Town Council, at their regular meeting of June 5, 2024, considered Ordinance No. 14, Series 2024, on first reading, to approve the Amended Final Plan and PUD zoning and to Amend Ordinance No. 4, Series 2022; and

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

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

SECTION 2. That the Belden Place Amended Final Plan is hereby approved.

INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THE 5th DAY OF JUNE 2024. 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 19th DAY OF JUNE 2024 AT 5:30 p.m. AT THE MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.

TOWN OF MINTURN, COLORADO

_____
Earle Bidez, Mayor

ATTEST:

By:_____
Jay Brunvand, Town Clerk

THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE ENACTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THIS 19th DAY OF JUNE 2024.

TOWN OF MINTURN, COLORADO

_____
Earle Bidez, Mayor

ATTEST:

By:_____
Jay Brunvand, Town Clerk

south
Belden
Place
minturn

BELDEN PLACE PUD GUIDE + ATTAINABLE HOUSING PROGRAM

Planned Unit Development Guide

I. PURPOSE

The purpose of this document is to provide the applicable standards, restrictions and nuances which govern land-use and design within the Belden Place subdivision. The PUD Guide will serve as the "Zone District Regulations" for the PUD and is in conformance with the approvals and conditions as set forth by the Town of Minturn and the applicable Development/Municipal Code thereof.

II. APPLICABILITY

The Belden Place PUD authorizes a total of 39 dwelling units on 25 lots. The residential mix of units are comprised of single-family, duplex, triplex and multifamily dwellings on approximately 2.7 acres of land within the south Town of Minturn, Eagle County, Colorado. All development within the Belden Place PUD is administered by the Town of Minturn through the provisions of this PUD Guide. Building construction within the PUD is governed by the applicable Town of Minturn ordinances, rules, regulations and codes. Approval of this plan constitutes a vested property right pursuant to section 24-68-103, C.R.S., as amended.

III. GENERAL CHARACTER

The Belden Place neighborhood is characterized by a mix of elements from the Town of Minturn code and Comprehensive Plan. This walkable/multi-modal development with connection to downtown and the Minturn Fitness Center is comprised of single-unit, duplex-units, and multi-family units, located along a local, privately owned and maintained street that loops through the development. Anchoring the subdivision is a dedicated central greenspace/common area for residents to gather that includes a recreation area. Across the highway public has access to the Boneyard, which is a permanent open space area complete with river access and to the south, access to National Forest Service lands.

IV. PUD CONFLICT AND ENFORCEMENT

The Belden Place PUD Guide constitutes the standard zoning provisions for this subdivision, as adopted by The Town of Minturn. Where this Guide is silent, the applicable provisions of Town of Minturn development code shall govern. If there is any conflict between the provisions of this Guide and the provisions of Town of Minturn development code or any other ordinances, the provisions of this Guide shall prevail and govern the development of the PUD.

The Town of Minturn is responsible for the interpretation and enforcement of this PUD Guide in accordance with the Minturn Municipal Code. The Belden Place Owners Association may enforce this Guide in accordance with the terms of the CC&Rs. The Town of Minturn expressly reserves the right to refuse to approve any application for a building permit or certificate of occupancy for the construction or occupancy of any building or structure within the PUD if said building or structure fails to comply with the requirements of this Guide. This provision shall not be construed as a waiver by any appropriate party, including without limitation, any owner of a Dwelling Unit, the Owners Association, the

Design Review Committee, or the Developer, of any right to appeal, pursuant to the appeal rights otherwise available under the Town development code, building codes, or by other applicable law.

V. PUD AMENDMENTS

Changes in use resulting in more intensity of development, major rearrangement of lots into areas not previously containing development, overall increases in development intensity or density, and decreases in the area or provisions for dedicated open space will require approval by the Town Council following the procedures of the Town code for the submittal of an Amended PUD, pursuant to the Town of Minturn Municipal Code, currently § 16-15-230, as may be amended.

VI. DEFINITIONS[1]

Accessory Dwelling Unit. A dwelling unit that is accessory and subordinate to the principal use of the property that has been designed and intended for occupancy by the caretaker of said property, persons who live and work in Eagle County, or relatives and guests of the occupants of the principal use of the property. An accessory dwelling unit contains a kitchen facility separate from the principal use.

Accessory Use. A use located or conducted upon the same lot as the principal use to which it is accessory that is clearly incidental, subordinate, secondary and devoted to the principal use, and is customarily found in conjunction with the principal use. For example: personal gardens are accessory uses customarily found in conjunction with residential uses.

Association. Association shall mean the Belden Place Owner Association (BPOA or OA).

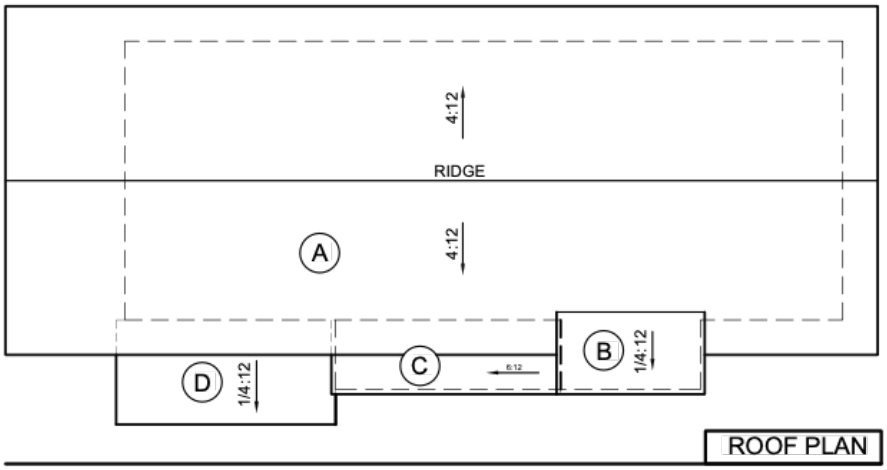
Building Lot Coverage. Building Lot Coverage means the portion of a lot that is covered by buildings, including all interior space including garages, and all enclosed cantilevered portions of a building, covered porches, covered walkways and similar covered areas. Buildings are measured at the outside exterior wall.

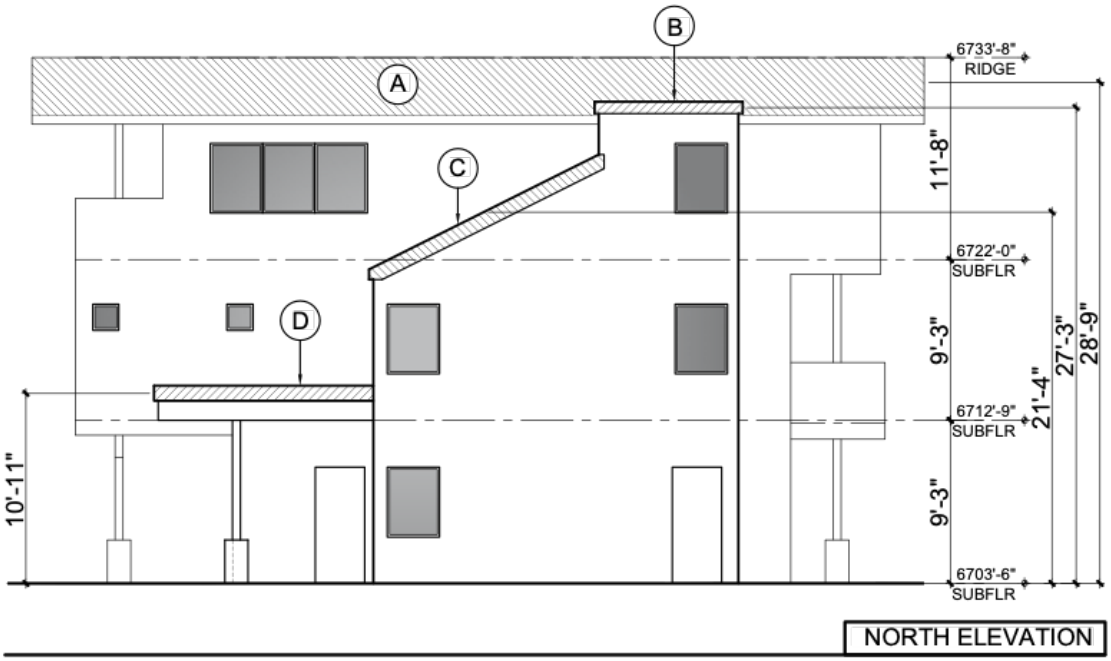
Building Envelope. Building Envelope means that portion of a Lot, which may be depicted and designated as the Building Envelope on the Belden Place plat. All structural improvements must be located entirely within the Building Envelope unless expressly permitted in this PUD Guide.

Building Height. Determining building height uses a weighted height calculation as measured from final/finished grade- *See illustration, next page.*

Building Setbacks. See Building Envelope.

[1] *All images herein this section or in design section are for illustrative purposes only, and do not necessary reflect architectural requirements or restrictions as found in this PUD guide, nor the lot lines or parcel shapes as found on any plat for Belden Place or duplex or multi-family subdivision plats. Where conflict arises, text shall rule.*





ROOF MARK	ROOF AREA (SF)	ROOF AREA %	AVG HEIGHT	WEIGHTED AVG	
A	984	85.1	28'-6"	2,425.35'	
B	40	3.5	27'-3"	95.37'	
C	56	4.8	21'-4"	102.38'	
D	76	6.6	10'-11"	72.07'	
TOTAL:	1,156	100.0	-	2,695.17'	2,695.17' / 100 = 26'-11" AVG ROOF HT

Condominium Unit. An individual air space until consisting of any enclosed room or rooms occupying all or part of a floor or floors used for residential purposes, together with the interest in the common elements appurtenant to that unit. Dwellings are intended to be occupied by one family living independently of any other family and having not more than one indoor kitchen facility which is limited to the use of one family. The term Dwelling Unit shall not include hotel, motels, clubs or boarding houses.

Duplex. Duplex structure shall consist of two-dwelling units within a single, architecturally integrated structure. A duplex- also referred to as a two-family structure, contains a primary and secondary unit. If the property is divided each of the units can be owned separately as

fee simple estate and ownership and can be conveyed or transferred independently. The secondary unit must be integral with the architecture of the primary unit. See illustration in design section.

For purposes of dwelling unit definition each duplex residence counts as a dwelling unit, with a maximum of two dwelling units per duplex structure.

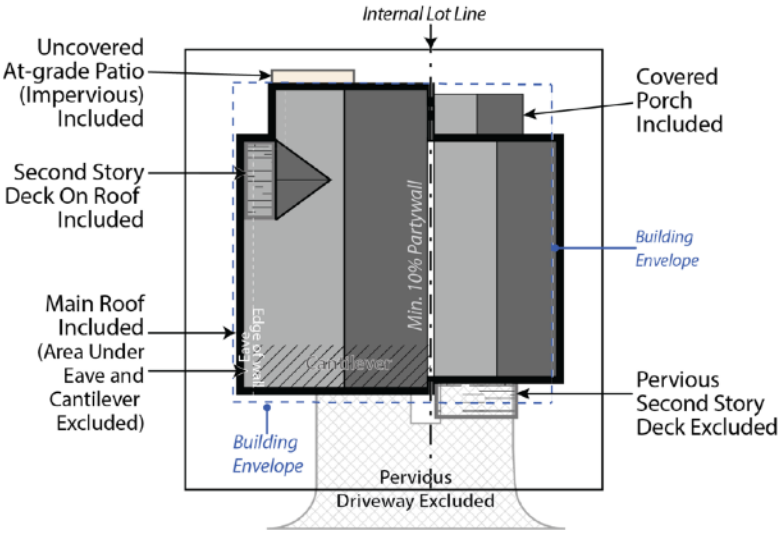
Dwelling Unit. One or more rooms occupied by one family or group of people living independently from any other family or group of people and having not more than one indoor cooking facility which is limited to the use of one family. For purposes of density calculations, Accessory Dwelling Units are not considered a separate dwelling unit and shall not affect density calculations. The term Dwelling Unit shall not include hotel, motels, clubs or boarding houses.

Grade, Established. Established grade means the final elevation of the ground level as established with the initial building permit for each residence within the development.

Greenspace. Greenspace areas include all areas surrounding impervious materials and surfaces; and areas surrounding buildings. Common or useable greenspace areas (area under ownership of the Association) may have playground equipment, picnic benches, and improvements such as fire pits etc. as provided and approved by the Owners' Association. All common greenspace areas are maintained by the OA.

Home Occupation. A Home Occupation means the conduct of a business, occupation or trade as an accessory use entirely within a residential building or accessory structure for gain or support, only by residents of the dwelling. Home occupations do not serve patrons on the premises, except in an incidental manner. No signs, nor advertising of any sort may be located on residential premises.

Site Coverage. Site coverage means the portion of a lot covered by materials forming any unbroken surface, impervious to water including, but not limited to: buildings, streets, slab on-grade patios, exterior fireplaces, and other hardscape materials. Site coverage excludes non-hardscape areas under eaves or similar (e.g., open-sided cantilever).



Kitchen Facility.
A Kitchen Facility means a room or portion of a room devoted to the preparation or cooking of food for a person or a family living independently of any other family which contains a sink and a stove or oven powered by either natural gas, propane or 220-V electric hook-up. A room containing a wet bar or similar that is a homeowner convenience and is not intended to function as the cooking facility for a separate dwelling unit (does not contain a gas or 220-V electric hook-up) shall not be considered a kitchen facility.

Triplex. Triplex structure shall consist of three-dwelling units within a single, architecturally integrated structure. Triplex structures can be constructed as townhomes or vertical flats. If the property and/or structure is divided each of the units can be owned separately as fee simple estate and ownership and can be conveyed or transferred independently.

Multi-family. Multi-family structure shall consist of four or more dwelling units within a single, architecturally integrated structure. Multi-family structures can be constructed as vertical townhomes, condominiums, or horizontal flats. If the property and/or structure is divided each of the units can be owned separately as fee simple estate and ownership and can be conveyed or transferred independently.

Open Space. A dedicated lot within the Belden Place neighborhood dedicated to public or private use, intended for use in its natural state, or which may be landscaped and improved for such amenities as playgrounds, passive or active recreation areas, picnic areas, pedestrian footpaths, etc.

Parking Space. Parking spaces may include driveways, garages, or within designated areas along greenspaces for Belden Place.

Primary And Secondary Lot Lines. Primary lot line means platted lot or parcel lot lines utilized to compute compliance with this zoning document. Secondary lot line means the internal property line that resubdivides (e.g.) a duplex or triplex structures into two (2) or more properties and do not have setback requirements.

VII. DESIGN STANDARDS

The following Intent Statements are intended to provide further information regarding intent and performance expectations for Belden Place site and building/design standards.

A. GENERAL INTENT

- Implement the Town of Minturn Comprehensive Plan.
- To continue Minturn's physical character and convenient access to community assets, public open space, and transit.
- Improve compatibility with and respect for the existing character and context of Minturn and its eclectic persona through use of considerate lot size, form, color and materials.
- Give prominence to livable scale and historic lot sizes and the variable building proximities found in the town, which is a defining element of the eclectic character and design foundation of Minturn in general.
- Spatially define lots and their associated greenspace as a positive feature resulting in a manner that promotes a tight-knit community.
- Provide pedestrian connections between Belden Place, public open space, commercial amenities and transit.

B. BUILDING PLACEMENT AND ENVELOPES

Residential building envelopes are necessary in order to maximize the buildability and economic viability of the lots while offering greenspace and or space between neighbors to the greatest extent possible. All portions of structure- including fireplaces, chimneys, window wells, eaves, overhangs, etc. must be contained within property lines; however,

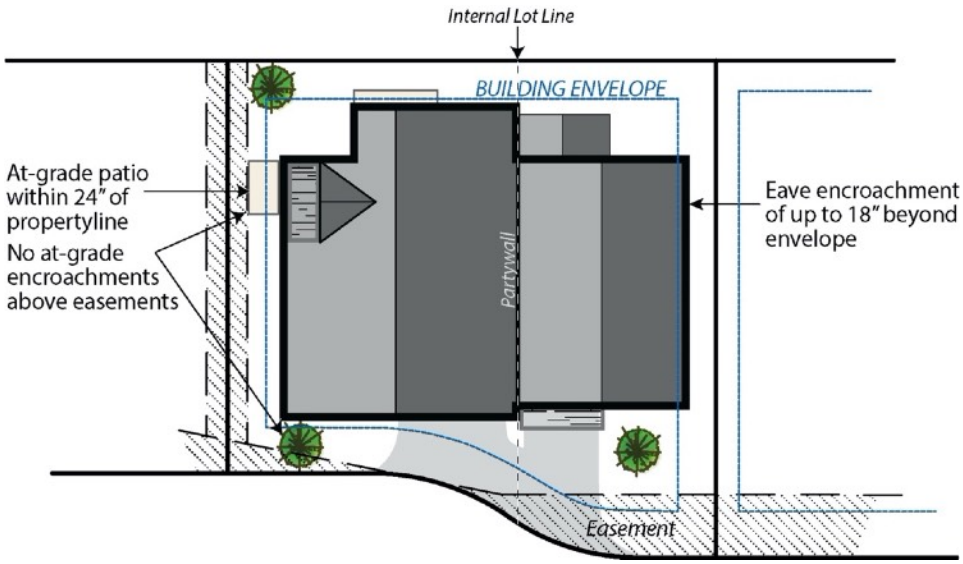
with the platted building envelope acting as building setbacks for each lot, encroachments are available for certain features.

The following encroachments are permitted beyond the platted building envelope:

Unenclosed or uncovered decks; deck supports; eaves up to 18” beyond the envelope; porches, patios and landings less than 30” above the surrounding natural or finished grade; window or light wells; heat or A/C units; residential solar alternative energy installations; fences; counterforts below grade; staircases (enclosed or otherwise); structures of less than 6” in height; landscaping and drainage features. No encroachment may be located within 24” from the property line or directly on top of in-ground utility easements. Underground parking elements and staircases may encroach within 12” of the most southern property line on Lot 7.

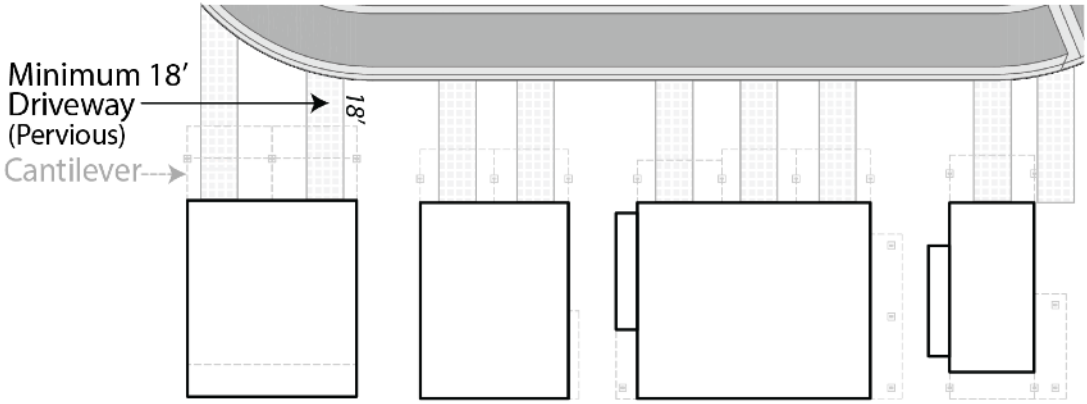
General Notes:

- All lots except for Lots 7, 21-25, and 17: Minimum 8’ between residences required measured from eave to eave.



C. PARKING

- Driveways must be long enough to accommodate a minimum of one (1) vehicle parking space for each residence.
- All parking spaces shall be a minimum of 9’ x 18’.
- Parking spaces shall not be located on sidewalks.
- Storage of inoperable vehicles or storage in general is prohibited in exterior parking spaces.
- ADUs are only permitted if there is sufficient parking for this additional dwelling unit. Parking requirement: Minimum of 1 space.



D. BUILDING HEIGHT

All residences have the height limitation as shown, as measured per the PUD definition.

Structure	Height Max
Single-Family Homes	28'
Duplex Unit/Tri-plex	28'
Multi-family Units: Stacked Flats (Lot 7) and 5-Plex (Lots 21-25)	35'

E. BUILDING HEIGHT EXCEPTIONS

The height limitation shall not apply to antennas, mechanical equipment, elevator enclosures, staircase/rooftop access enclosures, ridge vents, cupolas, chimneys, ventilators, parapets, skylights, solar panels or similar, and necessary mechanical appurtenances usually installed above the roof level.

F. SITE COVERAGE

Lots	Class	Max %
Lot 1	SF	60%
Lots 2/3	DU	70%
Lot 4	SF	70%
Lots 5/6	DU	55%
Lot 7	MULTI	50%
Lots 8/9	DU	70%
Lots 10/11	DU	65%
Lot 12	SF	70%

Lot 15	SF	60%
Lot 16	SF	60%
Lot 17	SF	50%
Lot 18	SF	45%
Lot 19	SF	45%
Lot 20	SF	50%
Lots 21/22/23/24/25	MULTI	65%
Lot 26	SF	70%
Lot 27	SF	70%
Notes 1	Sidewalks shall not be included in site coverage calculations	

G. PERMITTED USES

Lot Classes

Single-Family Lots:

USE	NOTES
Accessory Dwelling Unit	One (1) unit. Unit is connected to main dwelling and cannot be subdivided. ADU has independent kitchen and shall be no larger than 750 sq. ft. ADU is not considered as a primary dwelling unit, as it is integral to the home as an accessory use. ADUs will require additional water service allocations (taps) and charges pursuant to Code Chapter 13. ADUs are included in Site Coverage calculations and cannot exceed maximum limitation for that lot.
Home Occupation	Use must be imperceptible; no signage or advertisement of use permitted onsite. Use permitted pursuant to the Town of Minturn Municipal Code.
Family Child Care	Use permitted pursuant to the Town of Minturn Municipal Code.

Duplex/Tri-plex/Multi-Family Lots:

USE	NOTES
Home Occupation	Use must be imperceptible; no signage or advertisement of use permitted onsite. Use permitted pursuant to the Town of Minturn Municipal Code

Tracts A, B, C, D:

USE	NOTES
Road, Open Space*, Drainage*, Utilities, Snow Storage	*Playground equipment, park benches and features, or similar may be placed here. Hardscape pedestrian walkways, paths and lighting fixtures are permitted in these areas. Undefined utilities (e.g. internet or similar) can be placed here without the need for additional easements.

All lots:
Residential Solar Energy Systems and Equipment (Personal Use)

Short-term rentals as defined in the Minturn Code are not permitted in Belden Place.

H. **ARCHITECTURAL DESIGN CONTROLS** – *See also Belden Place PUD Design + Use Guidelines*

1. SINGLE-FAMILY DETACHED

a. Style
   (1) Residences with the same architectural elevations and coloring shall not be placed adjacent to each other or directly across the street from one another.
   (2) Each residential unit type shall have at least two (2) elevations to provide stylistic diversity. This may include:
      i. Roof forms/lines and profiles
      ii. Varied window and door styles
      iii. Varied entry treatments and locations including porches, columns, etc.
      iv. Two or three story homes
      v. Second or third story decks or balconies

b. Building Form
   (1) The mass of the residence should strongly reflect the architectural style and be scaled to provide visual interest and depth, reduce boxiness and achieve an articulated form on the front and sides of the homes.
   (2) Roofs shall be designed and pitched accordingly in consideration of solar technology and/or drainage.
   (3) Roof-top decks are permitted only on certain lots as established by developer and cannot be added on buildings not constructed with this initial feature.

2. DUPLEX/TRI-PLEX or MULTIFAMILY STRUCTURES

a. Style
   (1) Structures shall have at least two (2) elevations to provide stylistic diversity.
   (2) Units may be multi-stories.
   (3) Units may be divided horizontally (townhomes) or vertically (flats).
   (4) Second story decks or balconies permitted.
   (5) Units have no minimum length of connection and may be joined via shared walls of the garage, external staircases, or main living area wall(s) or floors.

b. Building Form
   (1) The mass of the residence should strongly reflect the architectural style and be scaled to provide visual interest and depth, reduce boxiness and achieve an articulated form on the front of the homes.
   (2) Roofs shall be designed and pitched accordingly in consideration of solar technology and/or drainage.
   (3) Roof-top decks are permitted only on certain lots as established by developer and cannot be added on buildings not constructed with this initial feature.

3. MATERIALS

a. Roofing materials are limited to the following:

   (1) Artificial wood shingle (to mimic wood shake shingle). Treated wood shake shingles or any other combustible material is prohibited.

(2) Standing seam metal.
(3) Asphalt shingles.
(4) Imitation (composite or similar); or, real slate tiles.
(5) Non-reflective solar tiles that mimic the above-mentioned products
(6) Any other recommended FireWise materials similar to the above-mentioned products.

b. Siding materials are limited to the following:
(1) Metal
(2) Wood
(3) Composite siding
(4) Fiber cement board (commonly known as “Hardie Board”)
(5) Stucco.
(6) Any other recommended FireWise materials similar to the above-mentioned products.
(7) All siding materials to have non-reflective finishes.

c. Doors and Windows:
(1) Structures with multiple garage doors must always have identical, matching doors.
(2) All replacement windows shall be consistent and match the aesthetic of previous windows unless otherwise approved by the design review board. Skylight or solar tubes permitted.
(3) Screen or storm doors, in addition to typical front doors are permitted. Screen or storm doors cannot replace front doors at any time.

d. Design Elements. This development may incorporate mountain appropriate design elements into the buildings, including, but not limited to, exposed heavy timber beams as accent elements or entry features, walls faced with wood, stone, faux stone or cultured stone, metal railings or accents. Stucco may only be utilized in small quantities on building facades and is not to be used as a primary material for home.

e. Building materials for residential exteriors shall include at least two (2) types of materials as part of the building façade.

I. **LANDSCAPING** – *See also PUD Landscaping Plan*

Shall not interfere with any drainage way, utility, pedestrian access, or entry into any structure. Landscaping shall not obscure windows, be installed under gas fireplace or dryer vents, nor shall any landscaping material overtake any yard, or spread into any common or neighboring yards.

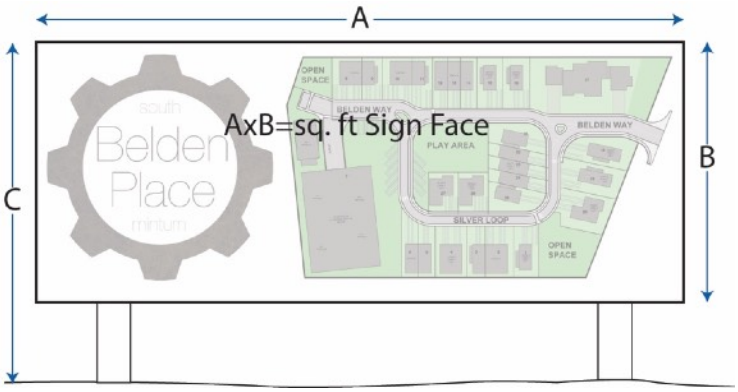
Landscaping minimums:

1. At least one (1) tree per 1,200 sf of lot area and two (2) shrubs for all lots. *See also official Landscaping Plan for Belden Place.*
2. All landscaping proposed on the approved Landscaping Plan shall be installed initially with expectations for maintenance.
3. No exposed soil is permitted. Soil must be covered in groundcover that may consist of seed (includes wildflower seed), cobble, perennials, mulch, or similar.

4. All dead materials must be replaced during the same season death occurs.

J. SIGNS

Temporary Subdivision Sign. Temporary subdivision sign limited to one (1) sign to be permitted during sales and construction of residences. Signs may be double-faced front and back. The signs shall be a maximum of 20 SF per sign face (A x B). 40 SF for a double face sign, front and back. Sign shall not exceed 8 feet in height (C).



The sign may not encroach or impede the visual site clearance triangle at the subdivision entrance. Sign may be illuminated by means of downcast “portrait” lighting only.

Individual real estate signs may also be permitted on individual lots during construction and may not exceed 20” x 24” in size for each lot.

Permanent Subdivision Sign. Permanent site identification signs may be erected for the purposes of identifying this neighborhood. This sign shall be considered a monument-type sign and shall be integrated into the landscaping of the allocated easement on Lot 18. The color style design and material shall conform to the general architectural character of the Belden Place and shall comply with the Town of Minturn sign code.

BELDEN STREET SIGNS AND LIGHTING
Using wood posts and metal accents, this is an illustration of Belden Place common street signs, posts, and pathway lighting bollards.

K. LIGHTING

1. Lighting within the project shall consist of downcast varieties and shall not cast any glare on adjacent land uses or property. Light poles shall not exceed 15 feet in height and shall be coordinated with the Town of Minturn as to location style and function through the building permit process. Poles shall be downcast and bulbs shall not be visible from beyond the boundaries of Belden Place.

2. All lamps shall be fully shielded by baffles extending at least two (2) inches below the bulb or protective lens. Shielding shall be required for all lamps including accent entry ways, pathway lighting, bollards, or, other pedestrian or safety lighting.

3. Illuminated signage is prohibited on residential lots. Pedestrian crosswalks and traffic signs may be illuminated. Monument lighting or buildings within common areas may also be illuminated, using downcast lighting.

4. Obtrusive canopy lighting and/or up-lighting of trees is prohibited. No illuminated flags and/or up-lighting of flag poles is permitted.

5. Residential downcast solar lighting is permitted to be used throughout Belden Place.

6. Motion sensor lighting is permitted to be used on residential lots; however, placement of which, must ensure that lighting does not affect adjacent properties or create glare.

L. STORAGE

1. No outside (aka open air) storage of materials other than those required for the initial construction of the structures shall be permitted. Residential trash shall be kept in wildlife-proof, lidded and/or sealed containers in a garage or shelter until the day of collection. Exception: temporary construction dumpsters are not required to be considered wildlife proof. That being said, no food waste may be disposed of in construction dumpsters, and must be placed in wildlife-proof, lidded and/or sealed containers until the day of collection.

2. Temporary trailer and/or residential units may be used as sales or construction offices during the initial sales and construction of Belden Place. Temporary trailer and/or residential units may not be used as sales or construction offices for the purposes of re-selling existing homes. Temporary material storage, or other temporary construction uses may be permitted during the construction time only; provided such activities are secured and not offensive. Such temporary uses shall terminate 90 days after receiving TCO of the final building within the project for which they were utilized.

M. MAINTENANCE

The Association shall be responsible for all common area maintenance including any drainage features. This includes, but is not limited to landscaping, playground equipment, underground drainage equipment or drainage ponds, irrigation systems, easements, utilities outside of residential lots, perimeter fencing, roads- includes snow removal, and common parking areas.

N. OTHER PROVISIONS

Miner's Base Camp, LLC hereby makes, declares, and establishes the limitations, restrictions, and uses upon all of real property contained within the subdivision as a Planned Unit Development (PUD) running with the land and binding upon all future owners of the lots within the subdivision, so long as this PUD is in effect.

No activities shall be conducted on the properties, which may be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged on any of the properties and no open fires shall be permitted on the properties

except in a contained unit such as a barbecue grill intended for cooking purposes or within a safe, and well-designed fireplace or exterior/removable fire pit which has a gas shut off.

Invalidation of any of these regulations and or restrictions by judgment or court order shall in no way affect or limit any other provision, which shall remain in full force and effect.

The Town of Minturn shall have the right to enforce these zoning restrictions and conditions placed within this PUD document. The Association shall enforce private covenants. Failure by the Town or Association to enforce any applicable regulation, restriction, or any covenants associated with Belden Place PUD shall in no event be deemed a waiver of the right to do so thereafter.

All construction, utility, drainage and/or other improvements including rights-of-way, or pedestrian improvements within the subdivision must be maintained and unobstructed at all times. Grading on the residential lots shall not be altered unless deemed necessary for drainage purposes. The potential for soil erosion due to removal of landscaping, etc. must be remedied immediately. All dead landscaping must be replaced upon discovery, during acceptable planting time during that same year of discovery.

Parking for each unit is limited the number of assigned spaces per lot, unit or structure.

APPENDIX A - ATTAINABLE HOUSING PROGRAM

This project is in accordance with the Community Housing Standards and Guidelines, Town of Minturn Article 26 of the Municipal Code. To the extent the Belden Place Deed Restrictions are silent, the Minturn Housing Standards and Guidelines, shall control.

The Belden Place PUD has three levels of initial restriction, components of which, meet or exceeds the requirements of the Minturn Housing Program.

Level 1: **Buyer Restrictions.** Aimed to ensure Minturnites have the first opportunity to purchase a Belden Place home within the town. 100% of all homes have this restriction.

Level 2: **Deed Restricted Units.** Four (4) units of the Belden Place residential units shall be community housing units with an initial maximum sales price set at or below two hundred percent (200%) AMI affordability level.

Level 3: **Resident-Occupied Units.** 20 units are restricted to be occupied by residents on a full-time basis.

LOCAL BUYERS PROGRAM – ALL LEVELS

Purchasers of Belden Place housing units that carry restrictions, and during each offering period, must be a qualified buyer/owner who meets the following criteria:

1. **Qualified Buyer: Business Owner.** An established business owner in Eagle County, Colorado. Business Owner may live in residence or rent out dwelling to employees of the business or as qualified below.

2. **Qualified Buyer, Resident or Renter: Employee.** An individual who works an average of 20+ hours or more per week for at least one year at a business in Eagle County, Colorado for a business that holds a valid and current business license, or pays sales taxes, or is otherwise generally recognized as a legitimate business. If an individual has worked 40+ hours per during one half of the year at such a business in Eagle County, Colorado, and worked elsewhere for the other half of the year, such person would be considered qualified to purchase or rent a designated home.

   a) An individual who is working for an employer based in another geographic location, but has been a homeowner or renter of a residence, or, is a registered voter in Eagle County for at least 5 years prior, would be considered qualified to purchase a designated home.

3. **Qualified Buyer, Resident, or Renter: Retiree.** An individual who has recently retired; is 60 years of age or older at the time of retirement; and, for the 5 years immediately prior to retirement, worked an average of 20+ hours or more per week at a business in Eagle County that holds a valid and current business license, or pays sales taxes, or is otherwise generally recognized as a legitimate business.

4. **Qualifications.** Proof to establish qualifications for any buyer/owner, must be provided to the Town of Minturn or Administrator for review and approval, prior to sale and purchase of any restricted lot, or rental of a restricted Level 2 or Level 3 unit. Qualified renters of a restricted Level 2 or Level 3 unit must also do the same.

5. **Qualified Minturn Buyer/Resident**. Minturn Residents must show proof of physical address. All qualified residents must have lived at this residence or within the town for at least one (1) year.

6. **Rentals, Unit.** Units purchased by qualified buyer/owner, may rent their property to a tenant/individual who works an average of 20+ hours or more per week at a business in Eagle County, Colorado that holds a valid and current business license, or pays sales taxes, or is otherwise generally recognized as a legitimate business for a period of 6 months prior to tenancy, or has a legitimate contract to work for a business for a minimum of six (6) months after tenancy.

7. **Rentals, Room.** Tenants renting a room while qualified buyer/owner resides in the home, do not have to qualify for this program.

LEVEL 1 RESTRICTIONS: Buyer Restrictions. All units.

1. Buying and Selling of properties: Tier Sales.

    a. Within the first 30 days of unit being offered for sale, sales are limited to Minturn Residents who are qualified buyers/residents.

        i. Non-qualified buyers must pay 4% buyout fee based on the final purchase price to be paid to the Town of Minturn during this time frame. The Buyout Fee is to be treated like a cash-in-lieu payment to the Town of Minturn.

    b. After 30 days and up to 60 days of unit placed on the market sales are limited to Minturn and Eagle County qualified buyers/residents.

        i. Non-qualified buyers must pay a 3% program buyout fee based on the final purchase price to be paid to the Town of Minturn. The Buyout Fee is to be treated like a cash-in-lieu payment to the Town of Minturn.

    c. After 60 days sales are open to any buyer, for any unit that does not carry Level 2 or 3 qualification requirements.

LEVEL 2 RESTRICTIONS:

AMI Restricted Units, For Sale: Four (4) units.

1. The initial sales price shall be no greater than that which is affordable to households earning up to 200% AMI, as determined by Administrator. Households means all individuals who will occupy a unit regardless of legal status or relation to the owner or lessee. AMI or Area Median Income means the estimates of median income compiled and released annually by the United States Department of Housing and Urban Development.

2. Units may be further restricted through participation of the Town or other government entities regarding financing or purchasing of a unit directly from the developer or applicant or other participation as agreed to by the parties. If this occurs, the nature of the deed restriction shall be recorded in this appendix, more specifically in the *Belden Place Attainable Housing Program Allocation Table* and shall be administered by the Town or Administrator. Conditions and restrictions of a unit with a modified restriction of this section shall be for that particular unit and will not be applied to remaining units without participation.

LEVEL 3 RESTRICTIONS:
Resident-Occupied Deed Restricted Units, For Sale: 20 units.

1. Person(s) purchasing a resident-occupied unit must be a qualified buyer.

2. Units may be sold, or, once purchased, rented to qualified persons.

3. Deed restrictions shall run with the unit, cannot be removed or transferred to another unit once established, and shall be in perpetuity.

4. "Resident-occupied" means persons living in these units must reside in units on an ongoing basis for a minimum of nine (9) months per year.

5. Units may be further restricted through participation of the Town or other government entities regarding financing or purchasing of a unit directly from the developer or applicant or other participation as agreed to by the parties. If this occurs, the nature of the deed restriction shall be recorded in this appendix, more specifically in the *Belden Place Attainable Housing Program Allocation Table* and shall be administered by the Town or assigns. Conditions and restrictions of a modified restriction of this section shall be for that particular unit and will not be applied to remaining units without participation.

OTHER:

1. Deed restrictions, buyer and AMI qualifications shall be administered by the Town of Minturn, or their assigns (herein after "Administrator") in accordance with the Town of Minturn Community Housing Guidelines.

2. The Town, the Developer, and Eagle County Housing Development Authority will work together to administer those units that are allocated as restricted housing units, as shown on the allocation table.

3. Short-term rentals are regulated by the Town of Minturn. More specifically, short-term rentals are controlled per Chapter 6, Article 7: Short Term Rentals and Chapter 16, Article 26: Community Housing Standards and Guidelines, as approved and amended from time to time by resolution of the Town Council. Units with modified Level 2 restrictions (further restricted than what is within this program) and units with Level 3 restrictions are not eligible for/as short-term rentals.

4. The Administrator will work with the owner to mitigate any unforeseen or exceptional circumstances that may affect restriction agreements. If any conditions have changed in the owner's situation that may affect the agreement of any level restriction, it is important to contact the Town of Minturn or assigns so that no penalties are incurred. Penalties shall be in accordance with those in place by the Town of Minturn or Administrator in accordance with the Town of Minturn Community Housing Guidelines.

5. Appendix A – Attainable Housing Program allocation, may be amended by the Town of Minturn or assigns from time to time, to ensure the programs viability and to reflect the needs of the community. This does not permit the Town or assigns to restrict additional Belden Place units without permission of property owners, unless owners formally request restrictions be placed on their property. Belden Place owners may also initiate the modification or onset of an allocation as long as minimum requirements are maintained. Modifications made to this document without a major amendment are generally limited to the buyer restriction qualifications to ensure they mature according to community needs (kept up to date with Administrator policies), and/or for periodic updates to the *Belden Place Attainable Housing Program Allocation Table* to ensure accurate administration of restricted units.

   The *Belden Place Attainable Housing Program Allocation Table* as found in this Appendix may be amended for administrative purposes by the Town or Administrator without the need to amend the Belden Place PUD through a PUD Amendment; however, upon the successful modification to Appendix A all documents shall be re-recorded as one document to ensure they remain connected.

6. Belden Place Housing Unit Allocations:

   SEE Belden Place Attainable Housing Program Allocation Table, Next Page

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Belden Place Attainable Housing Program Allocation Table

If a unit has a Level 2 or 3 restriction applied by the Town of Minturn or Administrator after the initial approval has been given, please add a Y and the date of assignment. If a lot does not have a Level 2 or 3 restriction, please add an N/a for this "free market" unit.

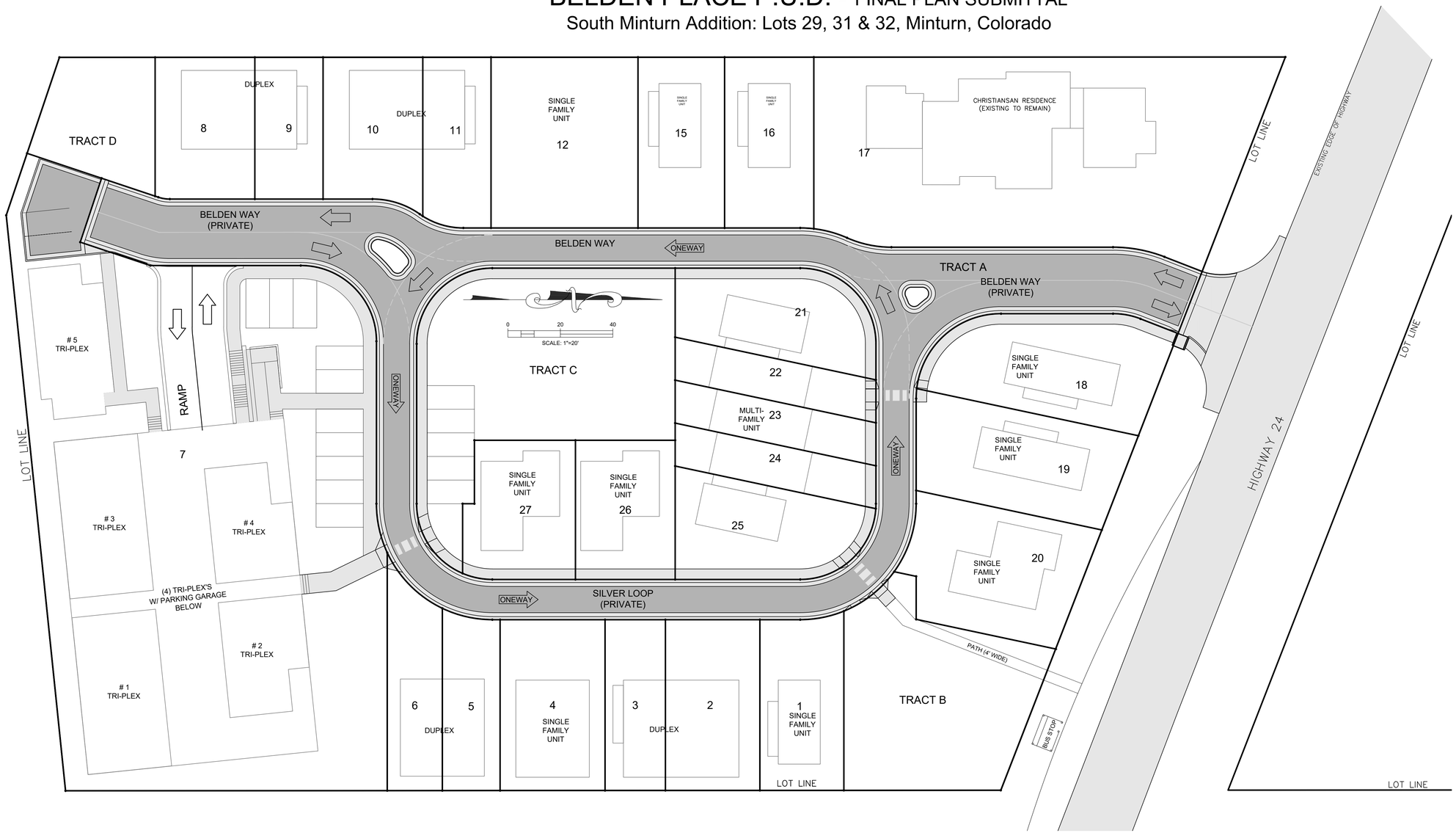
LOT or UNIT*		LEVEL 1	LEVEL 2 – 200% AMI (Initial Sales)	LEVEL 3 – Resident Occupied (Permanent Restriction)
1	SF	Y		
2	D	Y		
3	D	Y		
4	SF	Y		
5	D	Y		YES
6	D	Y		YES
7A	MF	Y	YES	YES
7B	MF	Y		YES
7C	MF	Y		YES
7D	MF	Y		
7E	MF	Y		YES
7F	MF	Y		YES
7G	MF	Y		
7H	MF	Y		YES
7I	MF	Y		YES
7J	MF	Y		YES
7K	MF	Y		
7L	MF	Y		YES
7M	MF	Y	YES	YES
7N	MF	Y	YES	YES
7O	MF	Y		YES
8	D	Y		YES
9	D	Y		YES
10	D	Y		
11	D	Y		YES
12	SF	Y		
15	SF	Y		
16	SF	Y		

17	SF	Y		
18	SF	Y		YES
19	SF	Y		YES
20	SF	Y	YES	YES
21	MF (5-PLEX)	Y		
22	MF (5-PLEX)	Y		
23	MF (5-PLEX)	Y		

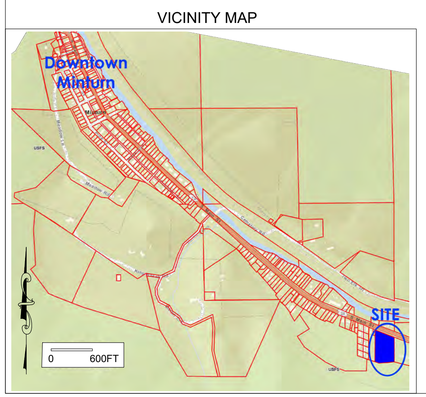
24	MF (5-PLEX)	**Y**		
25	MF (5-PLEX)	**Y**		
26	SF	**Y**		
27	SF	**Y**		

BELDEN PLACE P.U.D. - FINAL PLAN SUBMITTAL

South Minturn Addition: Lots 29, 31 & 32, Minturn, Colorado



VICINITY MAP



SHEET INDEX:

C.100 COVER SHEET
C.101 CONSTRUCTION SPECIFICATIONS 1
C.102 CONSTRUCTION SPECIFICATIONS 2

C.110 EXISTING SITE & DEMOLITION PLAN
C.111 PROPOSED SITE PLAN

C.120 PARCEL MAP
C.121 WATER & SEWER EASEMENTS

C.200 OVERALL UTILITY PLAN
C.201 SHALLOW UTILITY PLAN
C.202 DEEP UTILITY PLAN

SUBMITTED TO ERWSD

C.210 WATER OVERVIEW W/ CALCULATIONS
C.211 WATER P & P - BELDEN WAY / SILVER LOOP (PIPE RUN 1)
C.212 WATER P & P - SILVER LOOP (PIPE RUNS 2 & 4)
C.213 WATER P & P - ENTRANCE & SE EXTENSION (PIPE RUN 3 & 5)
C.214 WATER DETAILS - 1
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C.220 SEWER OVERVIEW W/ CALCULATIONS
C.221 SEWER P & P - BELDEN WAY
C.222 SEWER P & P - SILVER LOOP
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C.300 GRADING & DRAINAGE PLAN

C.310 HIGHWAY 24 STORM DRAIN - PLAN & PROFILE
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C.402 ROAD P & P - BELDEN WAY (SOUTH)
C.403 ROAD P & P - GARAGE ENTRANCE
C.404 ROAD DETAILS

TIMBERLINE ENGINEERING LLC CIVIL STRUCTURAL
218 E. Valley Rd. p 970.963.9869
SITE 104-PMB 177
Carbondale, Colorado 81623
timberlineengineering@gmail.com

COLORADO REGISTERED PROFESSIONAL ENGINEER DAVID JOHN MICHOLA 39276 3/19/24

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Belden Place PUD

South Minturn Addition
Lots 29, 31 & 32
Minturn, Colorado

PLANS ARE NOT FOR CONSTRUCTION UNLESS STAMPED "APPROVED FOR CONSTRUCTION" BY PROPER AUTHORITIES.

DATE	REVISION
2/15/22	Easement Coordination
3/20/24	Final Plan Resubmittal
4/15/24	Final Plan Revised
4/19/24	Final Plan

Title: COVER SHEET

Sheet: C.100

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CONSTRUCTION SPECIFICATIONS

THE FOLLOWING APPLICABLE CONSTRUCTION SPECIFICATIONS ARE A PORTION OF THE TOWN OF MINTURN ENGINEERING STANDARDS. TABLES, DRAWINGS, DETAILS AND EXHIBITS REFERENCED BELOW ARE INCLUDED IN THE TOWN STANDARDS.

CHAPTER 2 - SITE WORK/EARTHWORK/GRADING

SECTION 1 - SCOPE

All site work and earthwork shall comply with the requirements of these STANDARDS AND SPECIFICATIONS and any special criteria established by the Town of Minturn. Site work shall be completed as shown on the approved engineering plans. Site work shall consist of demolition, removal, and abandonment; clearing and grubbing; overlot grading; removal of topsoil; site preparation; embankment subgrade preparation; embankment fill; excavation, trenching, bedding and backfill of pipelines and service lines; excess excavation; structure backfill; roadway excavation, backfill and compaction; borrow; and restoration and cleanup. All workmanship and materials shall be in accordance with the requirements of these STANDARDS AND SPECIFICATIONS and shall conform to the lines, grades, quantities, and the typical cross-sections shown on the approved plans, or as directed by the Town Engineer or as directed by the Engineer-of-Record (EOR).

1.01 -Inspections

A Grading Permit shall be required for all construction activities. Construction activities shall be subject to inspection by the Town Engineer, and certain types of construction shall have continuous inspection.

It shall be the responsibility of the person performing the work authorized by a permit to notify the Town Engineer or his authorized representative that such work is ready for inspection. Every request for inspection shall be filled at least one (1) working day before such inspection is desired unless otherwise stated in these STANDARDS AND SPECIFICATIONS. An inspection request may be in writing or by telephone, at the option of the Town Engineer.

It shall be the responsibility of the person requesting an inspection required by these STANDARDS AND SPECIFICATIONS to provide access to and means for proper inspection of all work. All work shall be inspected by the Town Engineer or his designated representative. The Town Engineer has the authority to halt construction when, in his opinion, these STANDARDS AND SPECIFICATIONS and/or standard construction practices are not being followed, or the work is otherwise defective. Whenever any portion of these STANDARDS AND SPECIFICATIONS are violated, the Town Engineer shall give the Contractor written notice listing deficiencies to be corrected and may order further construction stopped until all deficiencies are Corrected. If the deficiencies are not corrected within the time limit specified in the notice, the Town Engineer may invoke enforcement options authorized by the Minturn Municipal Code and/or draw upon performance guarantees under which the work is being performed.

For small commercial developments, Minturn may require the development to hire a qualified private contract inspection professional or a Colorado Registered Professional Engineer at the developer's cost to certify to Minturn that the work was completed in accordance with these STANDARDS AND SPECIFICATIONS.

Landscaping that is privately owned and maintained by a Homeowners Association (HOA) or other property management entity shall be designed and constructed in accordance with these STANDARDS AND SPECIFICATIONS. Compliance to these STANDARDS AND SPECIFICATIONS shall be certified by a qualified third party approved by Minturn and paid by the developer. Minturn shall assist with inspection of the irrigation system for the landscaping.

Adequate inspections assure compliance to the Town of Minturn requirements and are the basis for the town's recommendation that said improvements be accepted for maintenance and for release of performance guarantees. It is the responsibility of the Contractor to contact the Town Engineer a minimum of one (1) full working day (twenty-four [24] hours) in advance of the required inspections. Required inspections shall include:

A. Erosion Control: Ensure that the Erosion Control Plan is adhered to and Best Management Practices (BMP's) are properly installed and maintained.

B. Geotechnical Testing: Verify that a Colorado Registered Professional Engineer (or designated representative), who practices the field of Geotechnical Engineering, is onsite and that adequate testing is performed. Full-time observation and testing is required for over-excavation work.

C. Grade Certification: Verify that the extent and depths of proposed work is certified. Verify the final grade.

The Contractor shall provide access to all Minturn Inspectors/Representatives, and all other project quality control (QC) and/or quality assurance (QA) personnel throughout the earthwork process for observation and testing purposes. The Contractor shall not proceed with work until the project Soils Engineer has performed adequate observations and testing, unless approved by the Town Engineer.

All testing and retesting to meet requirements and specifications shall be at the Contractor's or owner's expense.

SECTION 2 - DEMOLITION, REMOVAL AND ABANDONMENT

The Contractor shall remove—wholly or in part—and satisfactorily dispose of all foundations, structures, fences, old pavements, abandoned pipelines, and any other obstructions which are not designated on the approved plans or allowed to remain.

Where portions of structures shall be removed, the remaining parts shall be prepared to accommodate the new construction. The work shall be performed in such a manner that materials left in place shall be protected from damage. All damage to portions of structures to remain shall be repaired at the Contractor's expense.

2.01 - Disposal

The Contractor shall make all necessary arrangements for obtaining suitable disposal locations. If disposal shall be at other than established dumpsites, the EOR may require the Contractor to furnish written permission from the property owner on whose property the materials and debris is proposed to be placed. Materials and debris shall be disposed of in a manner approved by the Town Engineer. Burning shall not be allowed without prior written approval of the Town of Minturn.

2.02 - Salvage
All salvageable material shown on the approved plans and any additional salvageable material marked by the EOR shall be removed without unnecessary damage in sections or pieces which may be readily transported and shall be stored by the Contractor in locations approved by the EOR. The Contractor shall be required to replace any materials lost from improper storage methods or damaged by negligence. These materials include, but shall not be limited to, manhole frames and covers; inlet grates; valves and fire hydrants; landscape plant materials; fence materials; handrails; culverts; guardrail; walkway; roadway and traffic appurtenances (traffic signals and attached hardware, including mast arms and span wire) and irrigation systems and appurtenances.

2.03 - Pipe and Appurtenances

All pipe and appurtenances to be taken out of service shall be completely removed or abandoned in place, as required by the EOR.

Pipe designated to be reused shall be removed and stored, when necessary, to prevent loss or damage before re-laying.

Excavation required to remove pipe or appurtenances shall be back filled and compacted in accordance with Section 5 - TRENCHING, BACKFILLING AND COMPACTING of these STANDARDS AND SPECIFICATIONS.

When pipe is to be abandoned in place, it shall be completely filled with fly ash slurry composed of approximately sixty-five (65) percent Class C Fly ash and thirty-five (35) percent water, unless otherwise approved by the EOR. Each end of the pipe shall be capped with concrete.

When removing appurtenances such as manholes, catch basins, inlets etc., any live lines connected to these appurtenances shall be properly bypassed and shall remain in operation until abandonment is complete.

When appurtenances are to be abandoned in place, the remaining structure shall be lowered to a minimum of three (3) feet below finished grade, and shall be filled with concrete with a minimum compressive strength of 3000 psi (at 28 days) to the top of the remaining structure and then backfilled and compacted to the required grades.

2.04 - Pavement and Concrete Flatwork

All concrete or asphalt to remain shall have a straight, true break line and a vertical face. Concrete or asphalt may be cut with a cutting wheel, jackhammer, or saw. The EOR may require that saw-cutting be performed. Any damage to adjacent concrete or asphalt to remain in place shall be repaired at the Contractor's expense. The minimum depth of saw cuts in concrete shall be two (2) inches.

If areas cut for future placement of concrete or asphalt adjacent to existing asphalt or concrete are left exposed for longer than thirty (30) days or are subjected to inclement weather, the areas shall be evaluated by a Geotechnical Engineer and a recommendation shall be provided to the EOR. An additional cut of at least six (6) inches behind and/or below the existing structure—or until competent subgrade is encountered—may be required by the EOR.

SECTION 3 - SITE PREPARATION

3.01 - Clearing

All sites to receive fill shall be cleared of organic materials, including root structures, at the Contractor's expense. Vegetation shall be pulled or grubbed in such a manner as to assure complete and permanent removal. Branches of trees extending over the roadbed shall be trimmed to give a clear height of twenty (20) feet above the road bed surface. All surface objects and trees, stumps, roots and other protruding obstructions not designated to remain shall be cleared and/or grubbed as required. Non-biodegradable, solid objects located at least two (2) feet below the final subgrade surface may remain at the discretion of the EOR.

The EOR may establish clearing lines and designate items and materials to remain. The Contractor shall preserve all materials and items to remain. Paint used for cut or scarred surfaces of trees or shrubs to remain shall be an approved asphalt base paint formulated especially for tree surgery.

Except in areas to be excavated, stump holes and other holes from which obstructions are removed shall be backfilled with suitable material and compacted in accordance with these STANDARDS AND SPECIFICATIONS.

The Contractor shall scalp areas where excavation or embankment shall be made. Scalping shall include the removal of organic material such as brush, roots, sod, grass, residue of agricultural crops, sawdust, and vegetable matter from the surface of the ground.

An overlot grading summary report prepared by the project Soils Engineer which states that fill placement is in conformance to approved plans and reports and includes locations and elevations of field density tests (referenced from a permanent landmark or permanent control point), summaries of field and laboratory tests and any other substantiating data and comments regarding deviations from the approved plans and reports and how they relate to or affect recommendations in the approved Geotechnical Engineering Report and grading plan.

SECTION 4 - EARTHWORK

Earthwork shall consist of excavation, disposal, shaping and compaction of all material encountered within the limits of the project, including but not limited to excavation of ditches and channels, surface boulders, muck, rock, concrete foundations, slabs, stripping, etc. Excavation shall be performed to the line and grade and typical cross-sections shown on the approved plans or as required by the EOR.
Free-running water shall be drained from all earthwork materials prior to construction of structures, utilities, or concrete 4atwork construction.

4.01 - Definitions

A. Suitable Material: Any earthen material that consists of onsite or similar non-organic sands, gravels, clays, silts and mixtures thereof with a maximum size of six (6) inches. Claystone fragments exceeding three (3) inches in particle size are not to be incorporated in embankment material unless specifically approved by the project Soils Engineer and the EOR.

B. **Bedrock:** Bedrock that breaks down to specified soil types and sizes during excavation, hauling and placement may be considered as suitable material.

C. **Rock Excavation:** Igneous, metamorphic or sedimentary rock formations that cannot be excavated with a D-9 tractor in good repair with a single hydraulic ripper.

4.02 - Borrow

It shall be the Contractor's responsibility to stockpile suitable materials for use in the project. Only after the Contractor estimates that sufficient suitable backfill material is stockpiled to complete all earthwork operations of the project, shall excavated material be removed from the project site.

If the Contractor fails to preserve onsite, sufficient suitable material, and removes or disposes of suitable material, suitable material shall be recovered at the Contractor's expense.

4.03 - Embankment Construction

Embankment construction shall include placement, processing and compaction of all embankment material, and all related work required to ensure proper bond of materials with previously placed embankment material.

A. Preparation of Embankment Subgrade: The grade shall be maintained so that the surface is well drained at all times. When necessary, temporary drain systems shall be installed to intercept or divert surface water that may affect the work.

Where an embankment shall be constructed, unsuitable material shall be removed from the surface. The cleared surface shall be plowed or scarified to a minimum depth of six (6) inches. The embankment area shall adhere to the density and moisture content requirements shown in the following table, unless otherwise approved by the project Soils Engineer and the EOR:

TABLE 2.01

Soil Classification AASHTO M145	*Relative Compaction by Standard Proctor ASTM D698 or AASHTO T99 (percent compaction)*	*Relative Compaction by Modified Proctor ASTM D1557 or AASHTO T180 (percent compaction)*	*Moisture Content Range (with respect to Optimum Moisture Content)*
A-1, A-2, A-3	—	95	-2 to +2 (based on AASHTO T180)
A-4, A-5, A-6	95	—	-1 to +3 (based on AASHTO T99)

If equipment is deemed inadequate, the project Soils Engineer and/or the EOR may recommend the use of larger or different types of equipment.

After subgrade is properly prepared, the embankment filling operation shall begin in the deepest part of the area to be filled. Embankment material shall be placed and compacted in parallel layers until the finished rough grade is reached. Temporary gaps through the embankment shall not be allowed without approval of the EOR. All temporary slopes shall not be steeper than 4:l (horizontal:vertical).

The thickness of each layer shall not exceed six (6) inches before compacting.

B. Embankments Greater Than Twelve (12) Feet in Height

Compaction operations shall continue until each layer of embankment material for embankments greater than twelve (12) feet in height is compacted to the moisture and density requirements shown in the following table, unless otherwise required by the project Soils Engineer and the EOR.

TABLE 2.02

Soil Classification AASHTO M145	*Relative Compaction by Standard Proctor ASTM D698 or AASHTO T99 (percent compaction)*	*Relative Compaction by Modified Proctor ASTM D1557 or AASHTO T180 (percent compaction)*	*Moisture Content Range (with respect to Optimum Moisture Content)*
A-1, A-2, A-3	—	96	-2 to +2 based on AASHTO T180)
A-4, A-5, A-6	100	—	-1 to +2 (based on AASHTO T99)

4.04 - Excavation

It is the sole responsibility of the Contractor to become familiar with the existing conditions and potential excess excavation at each project site. Geotechnical reports or other data provided by Minturn may be used to assist in determining general site and soil characteristics.

4.05 - Structure Backfill

Structure backfill shall comply with Section 4.01 Definitions of these STANDARDS AND SPECIFICATIONS. Structure backfill material shall have a liquid limit not exceeding thirty-five (35) and a plasticity index less than fifteen (15), as determined by AASHTO T 89 and T 90, unless otherwise approved by the project Soils Engineer and the EOR.

Areas adjacent to structures and other areas inaccessible to mobile compaction equipment shall be compacted with suitable power-driven hand tampers or other approved devices. Backfilling shall consist of placing materials in horizontal, uniform layers brought up uniformly on all sides of the structure. **The thickness of each layer of backfill shall not exceed SIX (6) inches before compacting to the required density.**

Backfill material shall not be deposited against the back of concrete abutments, concrete retaining walls, or the outside of cast-in-place concrete structures until the concrete has developed a strength of not less than eighty (80) percent of the required design strength. Backfill placed within two (2) feet of any structure shall be placed evenly on all sides to avoid unequal lateral pressures.

In the event that suitable backfill material is not available on the site, the Contractor shall import Class 1 structure backfill materials as defined in Section 4.01 Definitions of these STANDARDS AND SPECIFICATIONS, or other material approved by the project Soils Engineer and the EOR. The Contractor shall not be required to excavate below the depths of excavation indicated on the approved plans to provide structure backfill material.

The Contractor shall uniformly process, maintain proper moisture in, and properly compact each lift throughout the backfilling process. All testing shall comply with Section 5.07 Compaction Testing of these STANDARDS AND SPECIFICATIONS.

SECTION 5 - TRENCHING, BACKFILLING AND COMPACTION

This work shall consist of furnishing all labor, materials, tools and equipment for trenching, bedding, backfill and compaction for all underground utilities (inclusive of "dry" utility trenches located under roadways or within roadway R.O.W.) as specified herein and shown on the approved plans. The excavation shall be made to lines and grades shown on the approved plans and as established by the EOR. Except where shown otherwise on the approved plans and except where the EOR gives written permission to do otherwise, all trench excavation shall be made by open cut to the depth required to construct the pipelines as shown on the approved plans. All excavation shall be 'unclassified', as defined in Section 4.01 Definitions of these STANDARDS AND SPECIFICATIONS. All trenching shall be performed in accordance with all Occupational Safety and Health Administration (OSHA) requirements. These regulations are described in Subpart P, Part 1926 of the Code of Federal Regulations.

All excavated material which meets the requirements for backfill materials shall be stockpiled in a manner which shall not contaminate the excavated material, and shall be located a sufficient distance from the trench to avoid overloading, to avoid obstructing sidewalks, driveways, or streets, and to provide the least possible interference with traffic.

5.01 - Special Conditions

A. Subsurface Investigation: Prior to the connection of any planned utility line to an existing line, the Contractor shall expose the existing utility at the points of connection in order to verify the elevations and materials of construction. The EOR shall be notified a minimum of two (2) working days before such an investigation is performed. The Contractor shall also expose utilities as they cross each other to allow for verification of elevation and materials of construction. The EOR shall evaluate this information and provide revisions, if required, within three (3) working days of the completion of the investigation.

B. Underground Wire, Cable, Fiber Optic, or Similar Lines: Where underground wire, cable, fiber optic or similar lines are encountered, they shall be relocated as directed by the telephone service provider and in accordance with their speci5cations. The Contractor shall coordinate this work with all other phases of construction to avoid further conflicts.

C. Gas and Electric Lines: Where underground gas and electric lines are encountered, they shall be relocated as directed by the gas and electric service provider and in accordance with their specifications. The Contractor shall coordinate this work with all other phases of construction to avoid further conflicts.

5.02 - Removal of Water

The Contractor shall provide and maintain adequate equipment to properly remove and dispose of all surface or ground water that enters the trench. Water shall be disposed of without damage to adjacent property and without being a nuisance to public health and convenience. The use of any sanitary sewer to dispose of trench water shall not be allowed. The trench shall be dry at all times during pipe installation. Dewatering shall be accomplished by well points, sumping or any other method approved by the Engineer.

5.03 Trench Excavation for Pipelines and Service Lines

The width of the trench shall comply with the requirements set forth in these STANDARDS AND SPECIFICATIONS and shall be sufficient to allow pipe to be installed and backfill placed and compacted. The allowable trench width, regardless of the type of soil encountered, the depth of excavation or method of bedding densification, shall not exceed the outside diameter of the pipe barrel plus twenty-four (24) inches, or be less than the outside diameter of the pipe barrel plus twelve (12) inches when measured at any point below the top of the pipe bell, flange or collar.

Where the width of the lower portion of the trench exceeds the maximum width herein stated, the Contractor shall furnish and install special pipe embedment or concrete encasement to protect the pipe from the additional loading. The type and quantities of special pipe embedment shall be determined by the pipe supplier, using trench loading criteria based upon saturated backfill weighing one-hundred twenty (120) pounds per cubic foot and allowance for other superimposed live loads.

A. Preparation of Foundation for Pipe Laying: When the excavation is in firm earth, care shall be taken to avoid excavation below the established grade plus the required specified over-depth to accommodate the pipe bedding material.

In case soft or otherwise unsuitable foundation material is encountered in the bottom of the trench, the project Soils Engineer and/or the EOR may require removal and replacement with stabilization material to provide a suitable foundation for the pipe. If the trench bottom is wet, the project Soils Engineer shall determine whether it is stable. The bottom of sumps utilized for dewatering shall be two (2) inches minimum below the bottom of the trench excavation to prevent the upward flow of water into the excavation, which may result in unstable bottom conditions.

5.04 - Bedding for Pipelines and Service Lines

See Sewer & Water Specifications for Bedding Requirements for Water Mains, Sewer Mains and water and sewer Service Lines.

Bedding material type and placement for storm sewer pipe shall be that specified in the latest version of the "Standard Plans M&S Standards" Plan No. 5 M-603-1 through M-603-3 for metal, plastic, and reinforced concrete pipe.

5.05 - Backfill for Pipelines and Service Lines

Suitable backfill shall be as defined in Section 4.01 Definitions of these STANDARDS AND SPECIFICATIONS. Clay and similar material with a liquid index in excess of thirty-five (35) and a plasticity index in excess of six (6), as determined in accordance with AASHTO T89 and T90, shall not be considered suitable for backfilling in trenches located in improved streets, roads, highways and thoroughfares, unless approved by the Town Engineer.

When the excavated material is unsuitable for compaction, import material shall be approved by the project Soils Engineer and the EOR prior to placement.

A. Backfill Compaction: Trench backfill shall be placed in loose six (6) inch lifts, processed and moisture-conditioned, and each lift thoroughly consolidated by tamping, vibrating, or a combination thereof, until the moisture content and the relative compaction complies with the values shown in the Moisture and Density Requirements for Embankment Materials table in Section 4.03 Embankment Construction of these STANDARDS AND SPECIFICATIONS for the various soil classifications and relative compaction.

For new landscape areas with trees, compaction shall be between eighty-five (85) and ninety (90) percent of the maximum Standard Proctor dry density in the top two (2) feet of soils below finished grade.

Where sidewalk or concrete trail will be constructed, soils shall be scarified, moisture treated and recompacted two (2) feet wider than the footprint of the sidewalk or trail until the moisture content and the relative compaction complies with the values shown in the table in Section 4.03 Embankment Construction.

Backfill of utilities, pipes, culverts, or other miscellaneous structures located in areas that will not have a hard surface shall be placed in six (6) inch lifts at ninety (90) percent of the maximum Standard Proctor dry density and within two (2) percent of the optimum moisture content. All other requirements for particle size and processing shall be met.

5.06 - Compaction Testing

Testing shall be performed at various depths and locations, and at all vertical structures. The project Soils Engineer and/or the EOR may require additional testing around structures, manholes, valve boxes, etc.

Field test results shall be submitted to the EOR within twenty-four (24) hours of the test or on the next working day. In no case shall fill or backfill be placed on materials that did not pass moisture and density testing.

Moisture and density testing shall be performed by a qualified technician who works under the direct supervision of a Colorado Registered Professional Engineer. Final soil compaction reports shall be prepared and signed by a Colorado Registered Professional Engineer, and who is qualified to prepare such reports. Reports shall be submitted to the EOR within one (1) week of the test.

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Belden Place PUD
South Minturn Addition
Lots 29, 31 & 32
Minturn, Colorado

PLANS ARE NOT FOR CONSTRUCTION UNLESS STAMPED "APPROVED FOR CONSTRUCTION" BY PROPER AUTHORITIES.

DATE	REVISION
2/15/22	Easement Coordination
3/20/24	Final Plan Resubmittal
4/15/24	Final Plan Revised
4/19/24	Final Plan

Title:
CONSTRUCTION SPECIFICATIONS 1

Sheet:
C.101

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CONSTRUCTION SPECIFICATIONS - CONTINUED

SECTION 6 - RESTORATION AND CLEANUP

At all times during construction, the Contractor shall maintain the site, including partially finished structures, material stockpiles and other like areas, in a reasonable state of order and cleanliness.

The grade and condition of all unsurfaced areas shall be restored to a condition equal to or better than the grade and condition immediately prior to construction, unless otherwise shown in the approved plans and approved by the Town of Minturn. The Contractor shall restore or replace all seeded areas, sod, trees, landscaping materials, landscape irrigation systems, fences, and any other items, to a condition equal to or better than before the work began and to the satisfaction of the EOR.

All pavement and concrete flatwork shall be restored or replaced to a condition equal to or better than before the work began and to the satisfaction of the EOR.

CHAPTER 3 - EROSION CONTROL AND SEDIMENTATION

3.01 - Infiltration Practices
Infiltration practices include measures to percolate runoff into soils. Typical practices include rock-filled trenches or basins (dry wells) and diversion of storm runoff into vegetated areas. Directing water from impervious areas and allowing it to percolate reduces sediment transported off-site.

A. Maintenance
1. Clean out accumulated sediment and debris before the system fails to infiltrate storm runoff. It may be necessary to replace the upper layer of stone.
2. If rapid clogging occurs and pre-sedimentation BMP's cannot be placed upstream, install surface-maintained BMP's.
3. Monitor observation well to evaluate whether soil is clogging or infiltration device is not performing as designed.

4.01 - Silt Fences
Silt Fences are temporary barriers constructed of woven synthetic material, buried at the bottom, stretched and supported by posts. The goal of this BMP is to reduce velocity and pool sheet flow from an eroding area, allowing the sediment to settle. Silt fences can be used along the base of slopes, around stockpiles and at other discrete areas where erosion is likely to occur.

A. Installation/ Design Guidelines
1. Use only in areas of dispersed low-velocity runoff. Less than 1/4 acre should drain to each 100 foot of fence.
2. Anchor fences along the contour below the toe of disturbed slopes. Place fences to pond, not filter, runoff. A minimum of five feet of potential ponding area is recommended between the fence and the toe of the slope.
3. Avoid placing silt fences in ditches, except where erosion potential is low.
4. To properly install silt fence:
   - 4.1. Excavate a trench at least 6" deep, the length of the proposed barrier
   - 4.2. Place the bottom 6" to 1' of the fence material into the trench (see diagram).
   - 4.3. Drive posts at least 12" into the ground at intervals of 10' or less on the down gradient side of the trench
   - 4.4. Backfill and compact soil over the fence material in the trench.
   - 4.5. Secure the fence to the posts.
5. Minimize the number of joints between fences and overlap joints where they are unavoidable.
6. Silt fences should remain in place until vegetation has been established.

B. Special Considerations in Mountain Areas
1. Thin, rocky soils may preclude the use of this BMP.
2. Sediment traps, check dams, or berms are often better alternatives in rocky soils, especially where depth to bedrock is shallow.
3. Wire mesh and steel posts are recommended to reinforce the fence where rockfalls may occur, grading may place soils against fence, or near environmentally sensitive areas.
4. Leave enough area up gradient of the fence for runoff to pond and sediment to settle. Excavating up gradient of fence may be necessary to pond sufficient water to cause sediment deposition.
5. Silt fence often must be installed several times during construction due to changing slopes and hydrology of the site.

C. Maintenance
1. Check fences weekly and after rain or snowmelt.
2. Ensure silt fence material remains entrenched and anchored.
3. Look for rills under or around fences.
4. Replace torn or damaged sections of fence.
5. Remove excess sediment periodically, at a minimum when sediment reaches a depth of 8 inches.
6. Silt fences may only detain sediment for a period of weeks or months. Remove fabric, stakes, and accumulated sediments when there are has been successfully revegetated.

CHAPTER 4 - ROADWAY DESIGN & TECHNICAL CRITERIA
SECTION 1 - SIDEWALKS, CURBS AND GUTTERS, DRIVEWAYS, RAMPS, AND TRAILS
Curbs, gutters, and walks shall be constructed to comply with the approved details and Specifications.

1.01- Sidewalks
A. Minimum Width: All sidewalks used in conjunction with vertical curb and gutter shall have a minimum width per the approved plans. Tooled or saw cut joints are required at 10 foot intervals.
B. Minimum Thickness: All sidewalks used in conjunction with vertical curb and gutter shall have a minimum thickness of six (6) inches. All sidewalks shall consist of air-entrained (5%-7%), reinforced concrete (4000 psi) over a compacted six (6) inches of CDOT Class 6 ABC.
C. Drainage and Grading: Sidewalks shall have a positive drainage towards the street flowline.

1.02 - Curb and Gutter
Curbs, gutters, and ramps shall be constructed to comply with the approved plans. All material for construction of driveway, drive ramp, curb and gutter, and drainage pan must be made with CDOT's concrete designation Class and minimum strength of 4000 psi, in 28 consecutive days.

1.03 - Driveways
All material for construction of driveway, drive ramp, curb and gutter, and drainage pan must be made with CDOT's concrete designation Class and minimum strength of 4000 psi, in 28 consecutive days.

9.00 SHALLOW UTILITIES (UNDER GROUND ELECTRIC, TELEPHONE, CABLE TELEVISION, NATURAL GAS & IRRIGATION)
9.01 SCOPE
Shallow utilities are defined as any wire, pipe conduit or cable and shall include but not be limited to underground electric, telephone, cable television, natural gas and irrigation water systems.

9.02 SPECIAL CONDUIT ENCASEMENT
Any shallow utility which crosses under or is within 5 feet horizontally of any road or street structure, including, pavement, curb and gutter, sidewalk, bike path, or bridge shall be encased in conduit so that repair or replacement of the utility may be accomplished without disturbing the road or street structure.
For natural gas and irrigation water systems, the carrier pipes for the natural gas and irrigation water shall be installed inside of a second pipe having strength equal to or greater than the carrier pipe and of sufficient diameter to allow free movement of the carrier pipe in the event that replacement is required.
It is recommended that consideration be given to the potential for future increase in size/capacity of the respective utility when sizing the conduit.

9.03 SHALLOW UTILITY INSTALLATION
A. Electric system underground facilities shall be buried a minimum of 4.0 feet below finished grade. Electric system vaults and transformers shall be designed to be located and installed in areas that will not be subject to concentrated surface drainage flow.
B. Telephone system underground facilities shall be buried a minimum of 2.0 feet below finished grade. Telephone pedestals shall be designed to be located and installed in areas that will not be subject to concentrated surface drainage flow.
C. Cable television system underground facilities shall be buried a minimum of 2.0 feet below finished grade. Cable television risers and surface facilities shall be designed to be located and installed in areas that will not be subject to concentrated surface drainage flow.
D. Natural gas system underground facilities shall be buried a minimum of 3.5 feet below finished grade.
E. Whenever any shallow utility parallels or generally parallels a domestic water or sewer utility, a minimum horizontal separation of 4 feet shall be maintained between the domestic water or sewer main or service and the shallow utility. Where it must cross domestic water it must cross above and with a 1' minimum separation. Nonpotable water tape.

LIMITS FOR HOURS OF CONSTRUCTION

Sec. 16-18-30. Noise and vibration standards.
A. Maximum permissible noise levels. Every use shall be operated such that the noise level produced does not inherently and recurrently exceed sixty (60) decibels during the hours of 7:00 a.m. to 7:00 p.m., or fifty-five (55) decibels from 7:00 p.m. to 7:00 a.m.
   (1) Measured along property boundary. Noise levels shall be measured at any point along any boundary line of the property on which the use is located.
   (2) Measurement when there are multiple uses on a single parcel. Where more than one (1) use is located within the boundaries of a property, then the noise levels shall also be measured along any wall of any other building on the property.
B. Vibration generated. Every use shall be so operated that it does not inherently and recurrently generate a ground vibration that is perceptible at any point along any boundary line of the property on which the use is located. Where more than one (1) use is located within the boundaries of a property, then this standard shall also be measured along any wall of any other building on the property.

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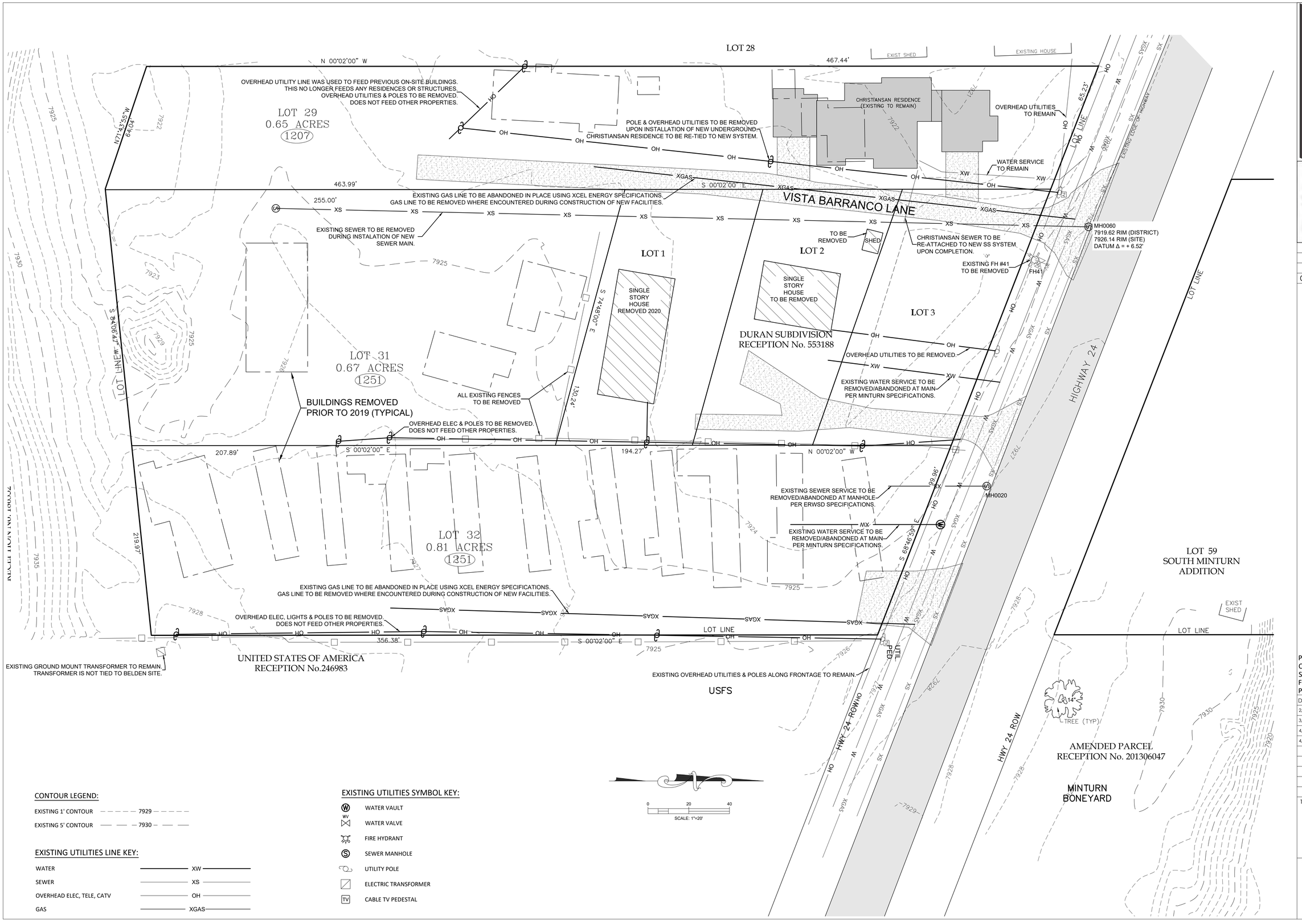
DATE	REVISION
2/15/22	Easement Coordination
3/20/24	Final Plan Resubmittal
4/15/24	Final Plan Revised
4/19/24	Final Plan

Title:
CONSTRUCTION SPECIFICATIONS 2

Sheet:
C.102



CONTOUR LEGEND:

EXISTING 1' CONTOUR	7929
EXISTING 5' CONTOUR	7930

EXISTING UTILITIES LINE KEY:

WATER	XW
SEWER	XS
OVERHEAD ELEC, TELE, CATV	OH
GAS	XGAS

EXISTING UTILITIES SYMBOL KEY:

- WATER VAULT
- WATER VALVE
- FIRE HYDRANT
- SEWER MANHOLE
- UTILITY POLE
- ELECTRIC TRANSFORMER
- CABLE TV PEDESTAL

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DATE	REVISION
2/15/22	Easement Coordination
3/20/24	Final Plan Resubmittal
4/15/24	Final Plan Revised
4/19/24	Final Plan

Title: EXISTING SITE & DEMOLITION PLAN

Sheet: C.110

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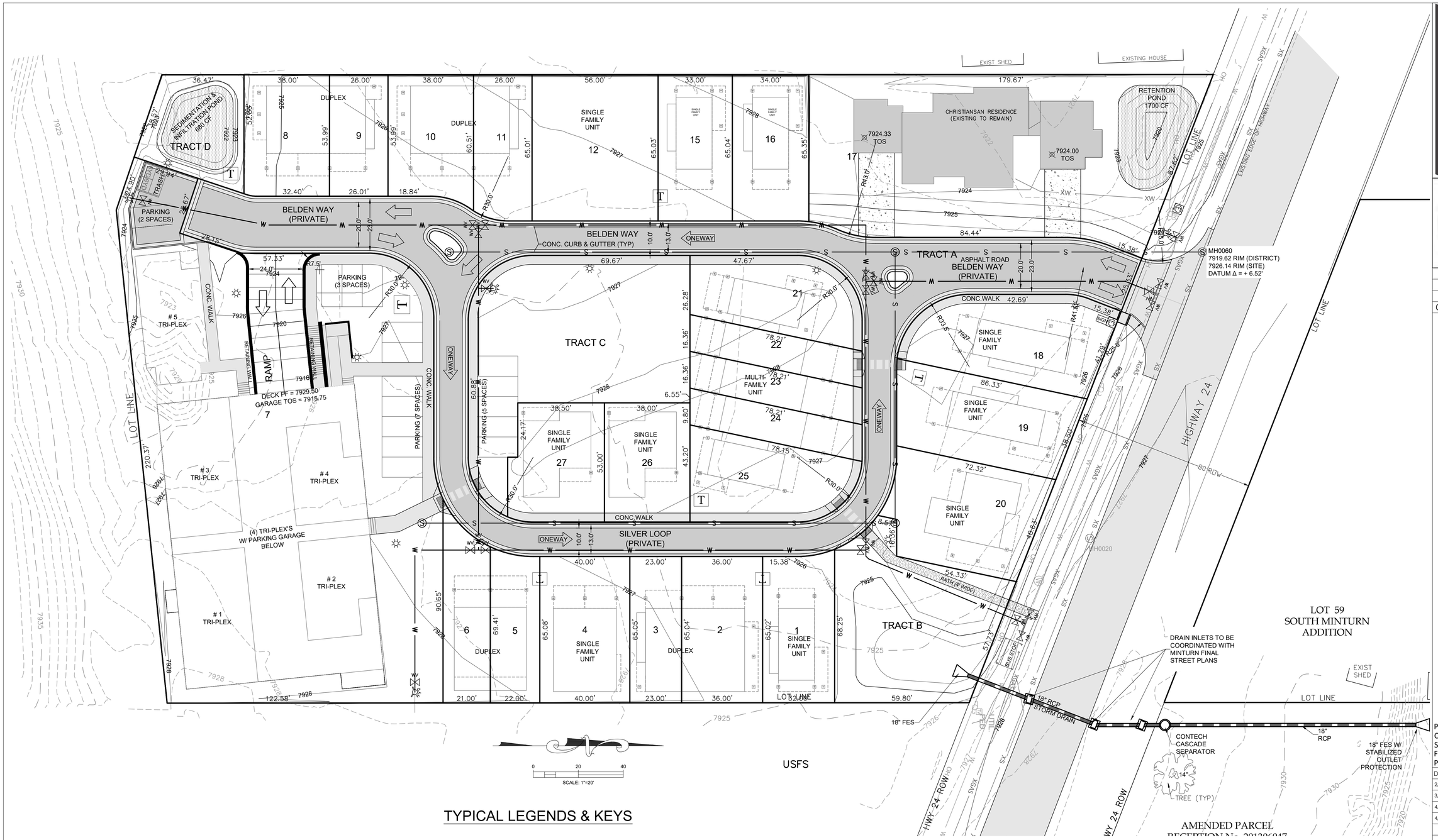

TYPICAL LEGENDS & KEYS

AD	= AREA DRAIN
CFS	= CUBIC FEET PER SECOND
CONC	= CONCRETE
EC	= EDGE OF CONCRETE
EOA	= EDGE OF ASPHALT
EP	= EDGE OF PAVEMENT
EX	= EXISTING
FF	= FINISHED FLOOR
FG	= FINISHED GRADE
FL	= FLOW LINE
GD	= GRADE/GROUND
HP	= HIGH POINT
LP	= LOW POINT
TBC	= TOP BACK OF CURB
TD	= TRENCH DRAIN
TOS	= TOP OF SLAB
TOW	= TOP OF WALL
TYP	= TYPICAL
WH	= WALL HEIGHT
TOW	= TOP BACK OF WALK
EL	= ELEVATION

CONTOUR LEGEND:

EXISTING 1' CONTOUR	7929
EXISTING 5' CONTOUR	7930
PROPOSED 1' CONTOUR	7929
PROPOSED 5' CONTOUR	7930

EXISTING UTILITIES LINE KEY:

WATER	XW
SEWER	XS
OVERHEAD ELEC, TELE, CATV	OH
GAS	XGAS

EXISTING UTILITIES SYMBOL KEY:

- WATER VAULT
- WATER VALVE
- FIRE HYDRANT
- SEWER MANHOLE
- UTILITY POLE
- ELECTRIC TRANSFORMER
- CABLE TV PEDESTAL

PROPOSED UTILITY SYMBOL KEY:

- WATER VAULT
- WATER VALVE
- FIRE HYDRANT
- SEWER MANHOLE
- UTILITY POLE
- ELECTRIC TRANSFORMER
- CABLE TV PEDESTAL
- ELECTRIC SPLICE VAULT
- STREET LIGHT

INDICATES DIRECTION OF TRAFFIC FLOW

LINE KEY:

WATER	W
SEWER	S

PARKING NOTES:

PARKING SPACES 9' X 18' MIN.

EARTHWORK:
5175 CYD CUT
8130 CYD FILL
2955 CYD NET <FILL>
(DOES NOT INCLUDE ONSITE HAUL-IN ±1000 CYD)

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Belden Place PUD

South Minturn Addition
Lots 29, 31 & 32
Minturn, Colorado

PLANS ARE NOT FOR CONSTRUCTION UNLESS STAMPED "APPROVED FOR CONSTRUCTION" BY PROPER AUTHORITIES.

DATE	REVISION
2/15/22	Easement Coordination
3/20/24	Final Plan Resubmittal
4/15/24	Final Plan Revised
4/19/24	Final Plan

Title:

PROPOSED SITE PLAN

Sheet:

C.111

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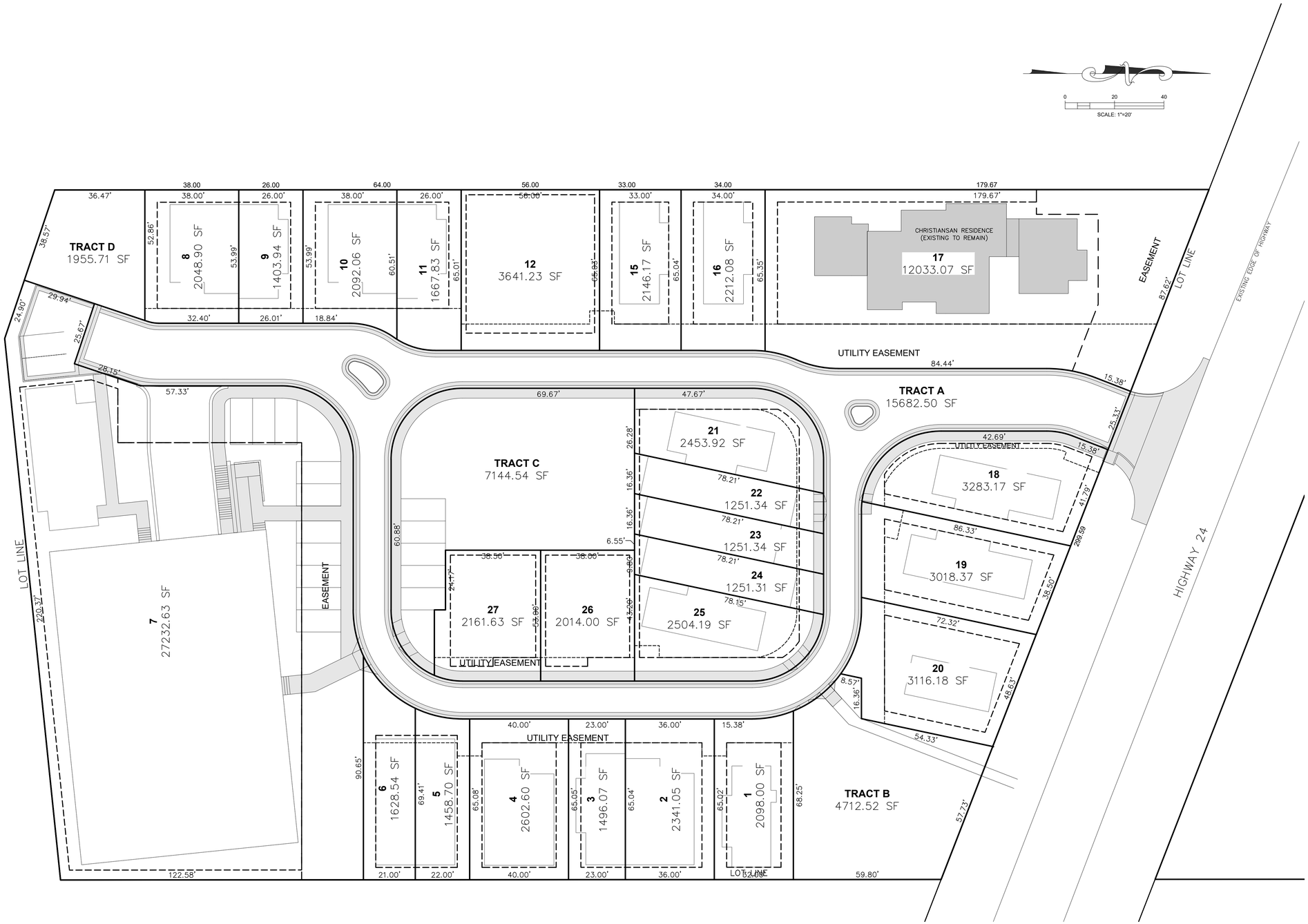

NOTE:
SEE PLAT FOR ALL FINAL LOT LINES & EASEMENTS.

TRACT USES

USE	TRACT A	TRACT B	TRACT C	LOT 7 EASEMENT	TRACT D	LOT 17 EASEMENT
DRAINAGE	X	X	X	X	X	X
VEHICLE ACCESS	X					
OPEN SPACE		X	X	X	X	X
PARKING			X	X		
UTILITIES	X	X	X	X	X	X
SNOW STORAGE		X	X	X	X	X
PEDESTRIAN	X	X	X	X	X	X

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4/19/24

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Title:
PARCEL MAP

Sheet:
C.120

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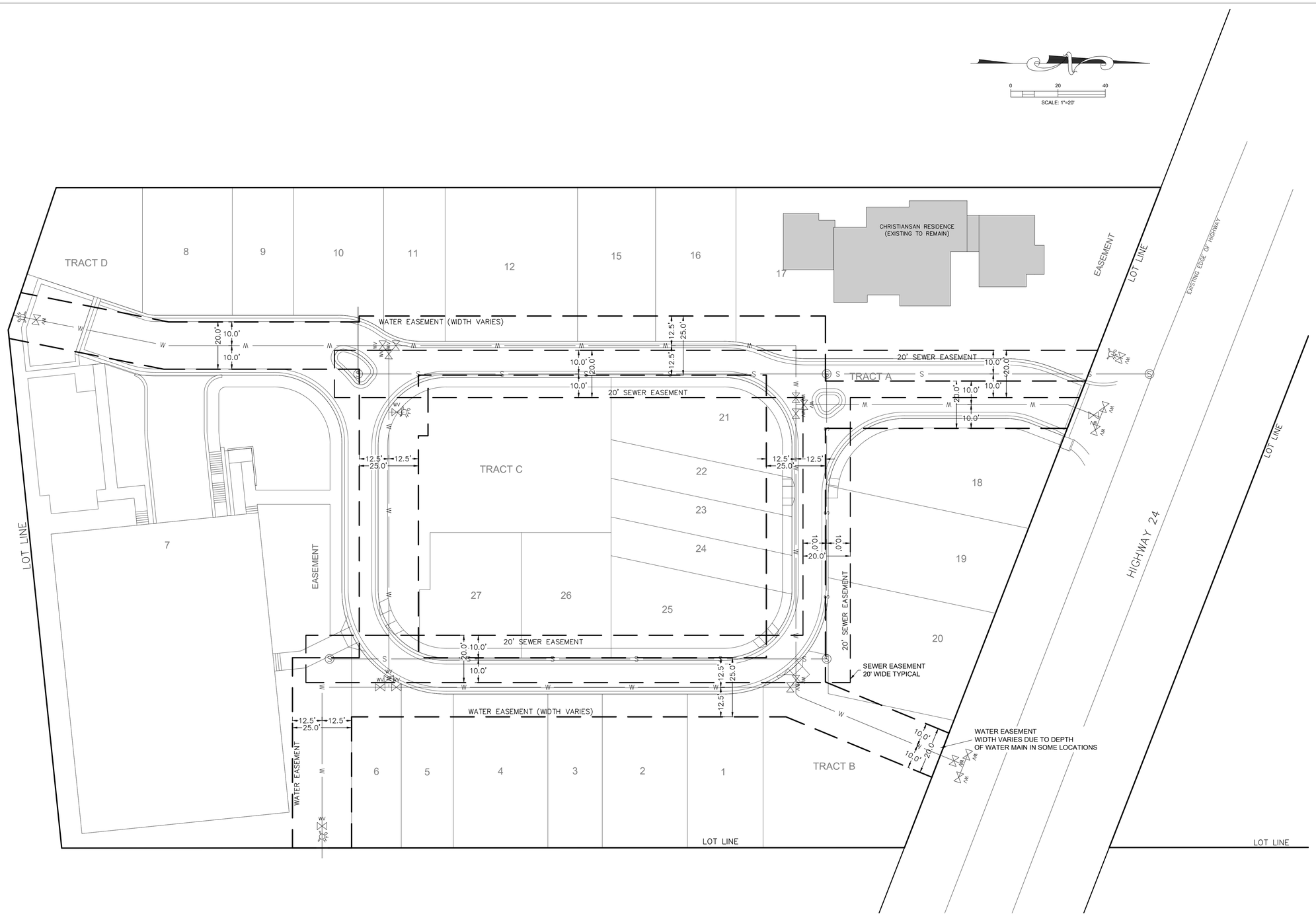

NOTE:
FINAL SS & WATER EASEMENTS TO BE CREATED & PLACED BASED ON AS-BUILT CONDITIONS & DATA.

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WATER & SEWER EASEMENTS

Sheet:
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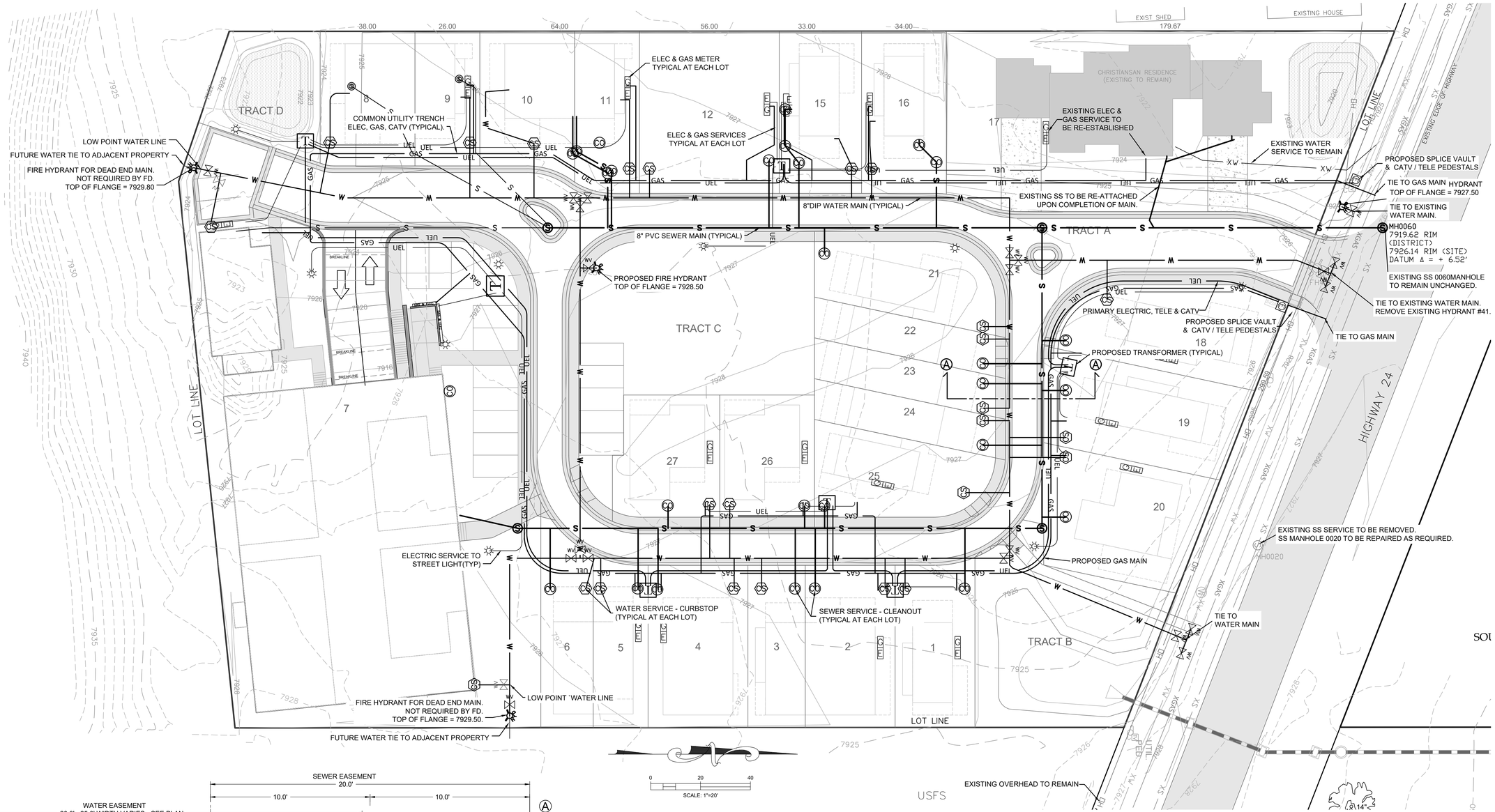

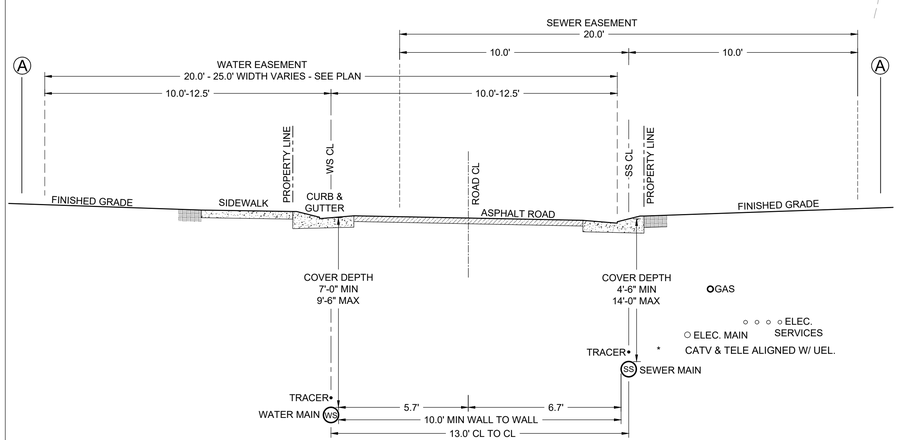

TYPICAL STREET CROSS SECTION A-A

EXISTING UTILITIES SYMBOL KEY:

- WATER VAULT
- WATER VALVE
- FIRE HYDRANT
- SEWER MANHOLE
- UTILITY POLE
- ELECTRIC TRANSFORMER
- CABLE TV PEDESTAL

EXISTING UTILITIES LINE KEY:

WATER	XW
SEWER	XS
OVERHEAD ELEC, TELE, CATV	OH
GAS	XGAS
TELEPHONE	XT
CATV	XTV

LINE KEY:

WATER	W
SEWER	S
ELECTRIC	UEL
GAS	GAS
TELEPHONE	TEL
CATV	CTV
PROPERTY LINE	PL

PROPOSED UTILITY SYMBOL KEY:

- WATER VAULT
- WATER VALVE
- FIRE HYDRANT
- SEWER MANHOLE
- UTILITY POLE
- ELECTRIC TRANSFORMER
- CABLE TV PEDESTAL
- ELECTRIC SPLICE VAULT
- STREET LIGHT

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OVERALL UTILITY PLAN

Sheet:

C.200

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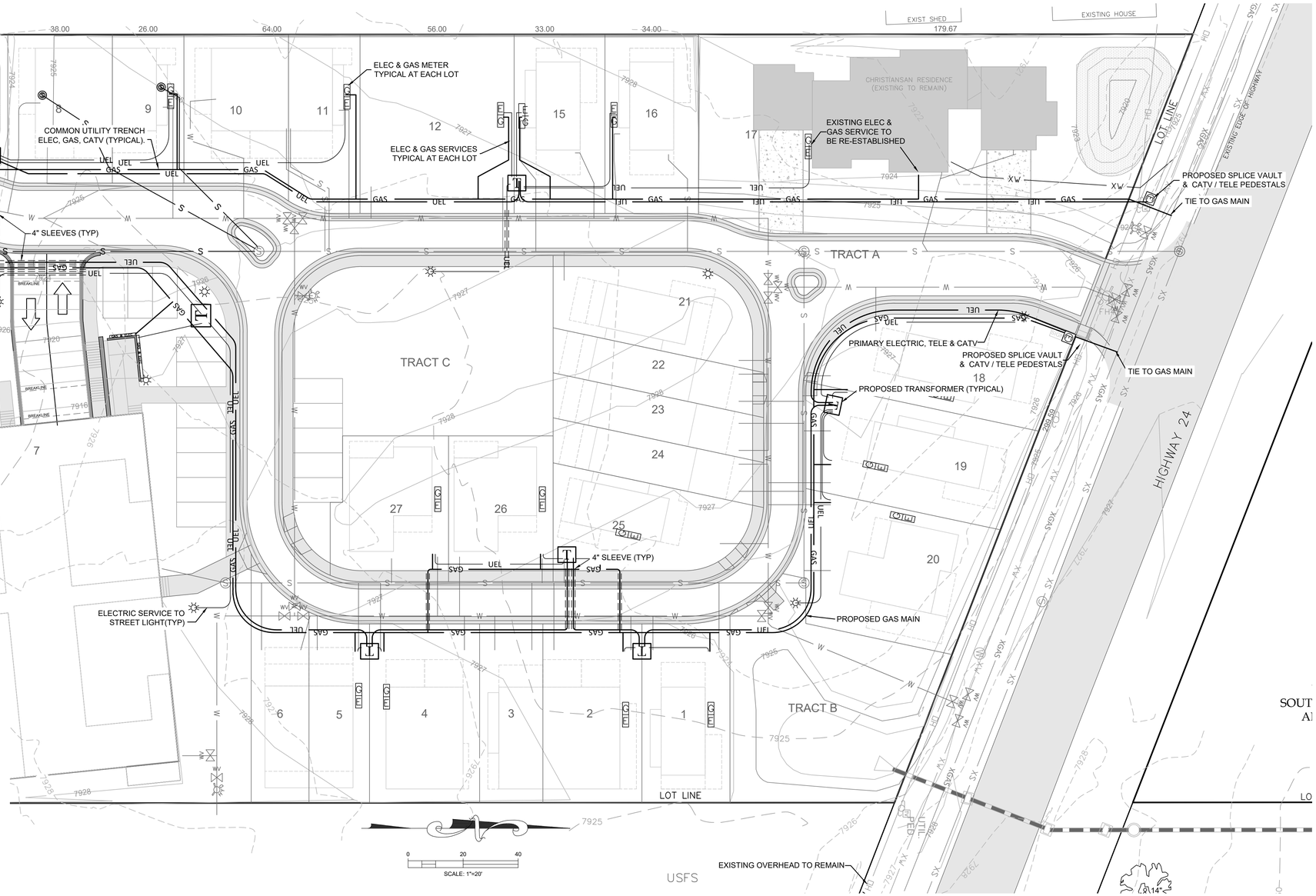
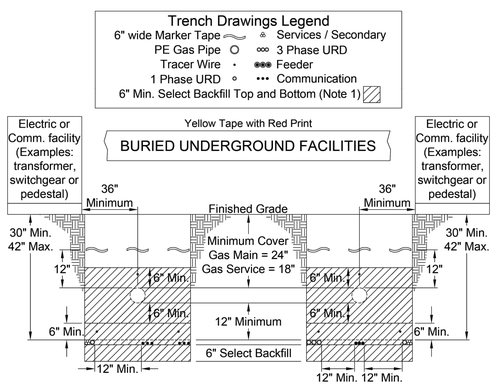


JOINT TRENCH CROSS-SECTION PRIMARY AND SECONDARY CABLES WITH GAS AND/OR COMMUNICATION



Notes:
1. Where large rock or gravel is encountered, select backfill is required in the bottom of the trench. Select backfill must be a minimum of 6" deep from the top and bottom of the cable and gas pipe.
2. All trench backfill is to be compacted. All local codes must be followed.
3. For ease of construction and future maintenance, primary cable should be 12-24" from communication cables.
4. Electric cables must be separated from communication cables by a minimum of 12" horizontal (Reference NESC 354.D.3.a).
5. 30" minimum trench width should be used when all four types of utilities (Electric, Gas, TV, Phone) are included.
6. Steel gas pipe or steel duct is not allowed for joint trench construction.
7. Steel gas lines and buried electric lines installed in separate, parallel trenches should be separated by 24".
8. When parallel circuits are installed in any trench wider than 18", a separate buried marker tape shall be installed.
9. 600 A electric distribution (feeder) cable shall not be installed in the same trench with gas.

NOTES:
1. FINAL ELECTRIC & GAS PLAN TO BE APPROVED BY XCEL ENERGY.
2. TELEPHONE & CABLE TV TO BE INSTALLED IN COMMON TRENCH W/ ELECTRIC.

EXISTING UTILITIES SYMBOL KEY:
- WATER VAULT
- WATER VALVE
- FIRE HYDRANT
- SEWER MANHOLE
- UTILITY POLE
- ELECTRIC TRANSFORMER
- CABLE TV PEDESTAL

EXISTING UTILITIES LINE KEY:
- WATER — XW
- SEWER — XS
- OVERHEAD ELEC, TELE, CATV — OH
- GAS — XGAS
- TELEPHONE — XT
- CATV — XTV

LINE KEY:
- WATER — W
- SEWER — S
- ELECTRIC — UEL
- GAS — GAS
- TELEPHONE — TEL
- CATV — CTV
- PROPERTY LINE — PL

PROPOSED UTILITY SYMBOL KEY:
- WATER VAULT
- WATER VALVE
- FIRE HYDRANT
- SEWER MANHOLE
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- ELECTRIC TRANSFORMER
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- ELECTRIC SPLICE VAULT
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Title:

SHALLOW UTILITY PLAN

Sheet:

C.201

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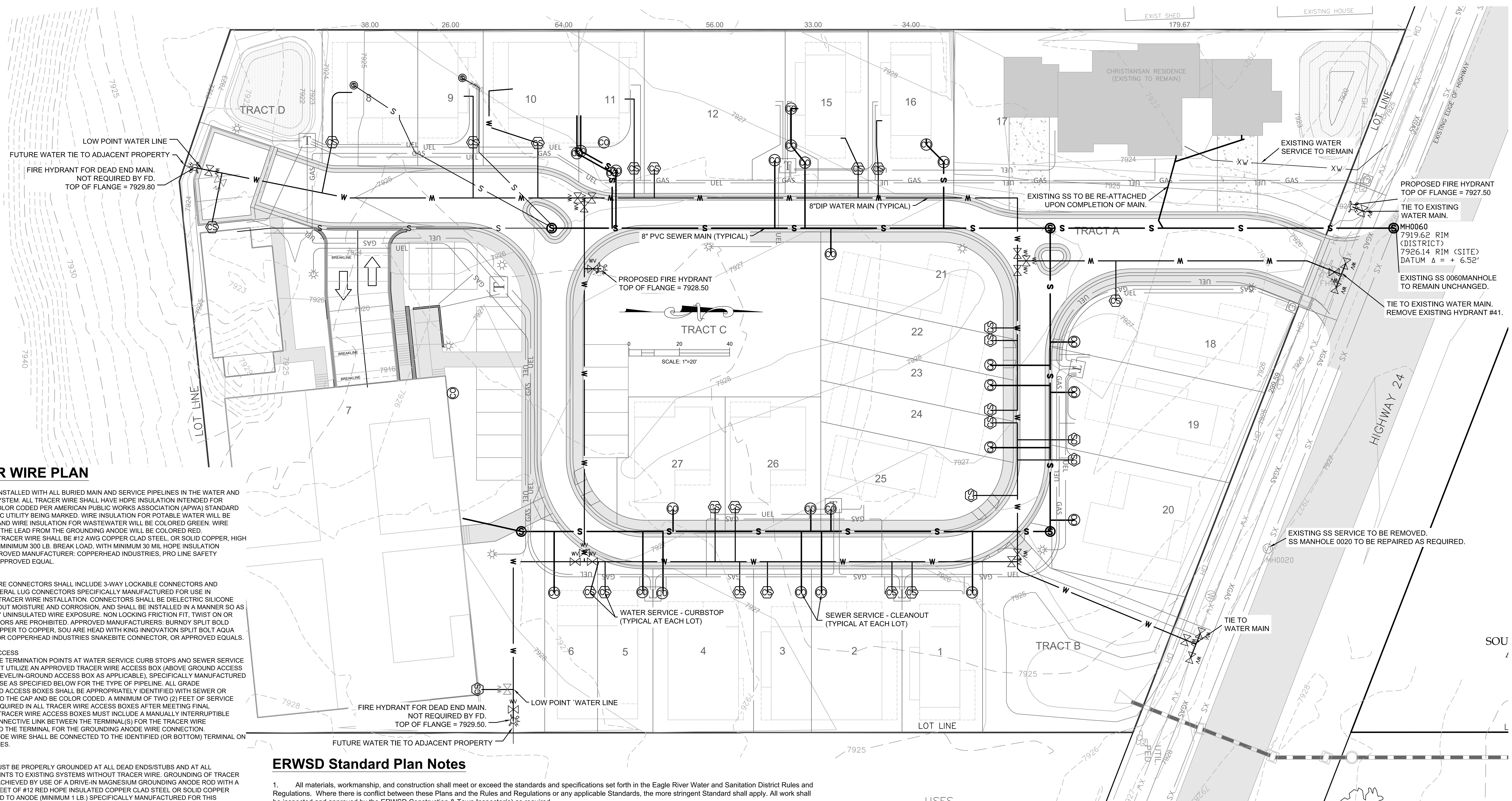

TRACER WIRE PLAN

GENERAL
WIRE SHALL BE INSTALLED WITH ALL BURIED MAIN AND SERVICE PIPELINES IN THE WATER AND WASTEWATER SYSTEM. ALL TRACER WIRE SHALL HAVE HDPE INSULATION INTENDED FOR DIRECT BURY, COLOR CODED PER AMERICAN PUBLIC WORKS ASSOCIATION (APWA) STANDARD FOR THE SPECIFIC UTILITY BEING MARKED. WIRE INSULATION FOR POTABLE WATER WILL BE COLORED BLUE AND WIRE INSULATION FOR WASTEWATER WILL BE COLORED GREEN. WIRE INSULATION FOR THE LEAD FROM THE GROUNDING ANODE WILL BE COLORED RED.
OPEN TRENCH - TRACER WIRE SHALL BE #12 AWG COPPER CLAD STEEL, OR SOLID COPPER, HIGH STRENGTH WITH MINIMUM 300 LB. BREAK LOAD, WITH MINIMUM 30 MIL HOPE INSULATION THICKNESS. APPROVED MANUFACTURER: COPPERHEAD INDUSTRIES, PRO LINE SAFETY PRODUCTS, OR APPROVED EQUAL.

CONNECTORS
DIRECT BURY WIRE CONNECTORS SHALL INCLUDE 3-WAY LOCKABLE CONNECTORS AND MAINLINE TO LATERAL LUG CONNECTORS SPECIFICALLY MANUFACTURED FOR USE IN UNDERGROUND TRACER WIRE INSTALLATION. CONNECTORS SHALL BE DIELECTRIC SILICONE FILLED TO SEAL OUT MOISTURE AND CORROSION, AND SHALL BE INSTALLED IN A MANNER SO AS TO PREVENT ANY UNINSULATED WIRE EXPOSURE. NON LOCKING FRICTION FIT, TWIST ON OR TAPED CONNECTORS ARE PROHIBITED. APPROVED MANUFACTURERS: BURNDY SPLIT BOLD CONNECTOR, COPPER TO COPPER, SOU ARE HEAD WITH KING INNOVATION SPLIT BOLT AQUA HOUSING 69105 OR COPPERHEAD INDUSTRIES SNAKEBITE CONNECTOR, OR APPROVED EQUALS.

TERMINATION/ ACCESS
ALL TRACER WIRE TERMINATION POINTS AT WATER SERVICE CURB STOPS ANO SEWER SERVICE CLEANOUTS MUST UTILIZE AN APPROVED TRACER WIRE ACCESS BOX (ABOVE GROUND ACCESS BOX OR GRADE LEVEL/IN-GROUND ACCESS BOX AS APPLICABLE), SPECIFICALLY MANUFACTURED FOR THIS PURPOSE AS SPECIFIED BELOW FOR THE TYPE OF PIPELINE. ALL GRADE LEVEL/IN-GROUND ACCESS BOXES SHALL BE APPROPRIATELY IDENTIFIED WITH SEWER OR WATER CAST INTO THE CAP AND BE COLOR CODED. A MINIMUM OF TWO (2) FEET OF SERVICE LOOP WIRE IS REQUIRED IN ALL TRACER WIRE ACCESS BOXES AFTER MEETING FINAL ELEVATION. ALL TRACER WIRE ACCESS BOXES MUST INCLUDE A MANUALLY INTERRUPTIBLE CONDUCTIVE/CONNECTIVE LINK BETWEEN THE TERMINAL(S) FOR THE TRACER WIRE CONNECTION AND THE TERMINAL FOR THE GROUNDING ANODE WIRE CONNECTION. GROUNDING ANODE WIRE SHALL BE CONNECTED TO THE IDENTIFIED (OR BOTTOM) TERMINAL ON ALL ACCESS BOXES.

GROUNDING
TRACER WIRE MUST BE PROPERLY GROUNDED AT ALL DEAD ENDS/STUBS AND AT ALL CONNECTION POINTS TO EXISTING SYSTEMS WITHOUT TRACER WIRE. GROUNDING OF TRACER WIRE SHALL BE ACHIEVED BY USE OF A DRIVE-IN MAGNESIUM GROUNDING ANODE ROD WITH A MINIMUM OF 20 FEET OF #12 RED HOPE INSULATED COPPER CLAD STEEL OR SOLID COPPER WIRE CONNECTED TO ANODE (MINIMUM 1 LB.) SPECIFICALLY MANUFACTURED FOR THIS PURPOSE, AND BURIED AT THE SAME ELEVATION AS THE UTILITY. WHEN GROUNDING THE TRACER WIRE AT DEAD ENDS/STUBS, THE GROUNDING ANODE SHALL BE INSTALLED IN A DIRECTION 180 DEGREES OPPOSITE OF THE TRACER WIRE, AT THE MAXIMUM POSSIBLE DISTANCE. WHERE THE ANODE WIRE WILL BE CONNECTED TO A TRACER WIRE ACCESS BOX, A MINIMUM OF TWO FEET OF SERVICE LOOP IS REQUIRED AFTER MEETING FINAL ELEVATION. GENERAL TRACER WIRE INSTALLATION SHALL BE PERFORMED IN SUCH A MANNER THAT ALLOWS PROPER ACCESS FOR CONNECTION OF LINE TRACING EQUIPMENT, PROPER LOCATING OF WIRE WITHOUT LOSS OR DETERIORATION OF LOW FREQUENCY (512HZ) SIGNAL FOR DISTANCES IN EXCESS OF 1,000 LINEAR FEET, AND WITHOUT DISTORTION OF SIGNAL CAUSED BY MULTIPLE WIRES BEING INSTALLED IN CLOSE PROXIMITY TO ONE ANOTHER. TRACER WIRE SYSTEMS MUST BE INSTALLED AS A SINGLE CONTINUOUS WIRE, EXCEPT WHERE USING APPROVED CONNECTORS. NO LOOPING OR COILING OF WIRE IS ALLOWED. ANY DAMAGE OCCURRING DURING INSTALLATION OF THE TRACER WIRE MUST BE IMMEDIATELY REPAIRED BY REMOVING THE DAMAGED WIRE, AND INSTALLING A NEW SECTION OF WIRE WITH APPROVED CONNECTORS. TAPING AND/OR SPRAY COATING ARE PROHIBITED. TRACER WIRE SHALL BE INSTALLED AT THE TOP HALF OF THE PIPE ANO SECURED (TAPED/TIED) AT FIVE FEET INTERVALS. TRACER WIRE MUST BE PROPERLY GROUNDED AS SPECIFIED.

AT ALL WATER AND WASTEWATER MAINLINE DEAD-ENDS, AND AT WATER SERVICE LINE CURB STOPS AND WASTEWATER SERVICE LINE CLEANOUTS CLOSEST TO THE PROPERTY BEING SERVED, TRACER WIRE SHALL GO TO GROUND USING AN APPROVED CONNECTION TO A DRIVE-IN MAGNESIUM GROUNDING ANODE ROD, BURIED AT THE SAME DEPTH AS THE SERVICE. (SEE GROUNDING) IF NO MAINLINE TRACER WIRE EXISTS AT A CONNECTION POINT, MAINLINE TRACE WIRE SHALL NOT BE CONNECTED TO EXISTING CONDUCTIVE PIPES. TREAT AS A MAINLINE DEAD END, GROUND USING AN APPROVED WATERPROOF CONNECTION TO A GROUNDING ANODE BURIED AT THE SAME DEPTH AS THE MAIN. ALL SERVICE LATERAL TRACER WIRE SHALL BE A SINGLE WIRE, CONNECTED TO THE MAINLINE TRACER WIRE USING A MAINLINE TO LATERAL LUG CONNECTOR, INSTALLED WITHOUT CUTTING/SPLICING THE MAINLINE TRACER WIRE. IN OCCURRENCES WHERE AN EXISTING TRACER WIRE IS ENCOUNTERED ON AN EXISTING UTILITY THAT IS BEING EXTENDED OR TIED INTO, THE NEW TRACER WIRE AND EXISTING TRACER WIRE SHALL BE CONNECTED USING APPROVED SPLICE CONNECTORS.

SANITARY SEWER SYSTEM
A MAINLINE TRACER WIRE MUST BE INSTALLED, WITH ALL SERVICE LATERAL TRACER WIRE PROPERLY CONNECTED TO THE MAINLINE TRACER WIRE, TO ENSURE FULL TRACING/LOCATING CAPABILITIES FROM A SINGLE CONNECTION POINT. TRACER WIRE ON ALL SEWER SERVICE LATERALS MUST TERMINATE AT AN APPROVED TRACER WIRE ACCESS BOX COLOR CODED GREEN AND LOCATED DIRECTLY ADJACENT TO THE SEWER SERVICE CLEANOUT CLOSEST TO THE STRUCTURE BEING SERVED. A GROUNDING ANODE SHALL BE INSTALLED BENEATH THE CLEANOUT AT THE DEPTH OF THE SERVICE. ACCESS BOX APPROVED MANUFACTURER: COPPERHEAD INDUSTRIES SNAKE-PIT OR APPROVED EQUAL.

ERWSD Standard Plan Notes

1. All materials, workmanship, and construction shall meet or exceed the standards and specifications set forth in the Eagle River Water and Sanitation District Rules and Regulations. Where there is conflict between these Plans and the Rules and Regulations or any applicable Standards, the more stringent Standard shall apply. All work shall be inspected and approved by the ERWSD Construction & Town Inspector(s) as required.
2. Contractor shall schedule a mandatory pre-construction meeting at the construction site a minimum of three (3) business days after the plans have been submitted. Participants shall include, but are not limited to: the Applicant; Applicant's contractor, excavator and engineer; and the District representative. Construction may begin once the meeting has concluded and the District Inspector has signed off.
3. The Contractor shall have one (1) signed copy of the approved Plans, one (1) copy of the appropriate criteria and specifications, and a copy of any permits and extension agreements needed for the job onsite at all times.
4. Provide a complete Bill of Materials for all proposed water and wastewater infrastructure.
5. The Contractor shall be responsible for all aspects of safety including, but not limited to, excavation, trenching, shoring, traffic control, and security.
6. If during the construction process conditions are encountered which could indicate a situation that is not identified in the Plans or specifications, the Contractor shall contact the ERWSD Construction & Town Inspector(s) immediately.
7. Submit traffic control plans as approved by the appropriate governing agency.
8. The Contractor is responsible for providing all labor and materials necessary for the completion of the intended improvements shown on these drawings or as designated to be provided, installed, or constructed unless specifically noted otherwise.
9. The Contractor shall be responsible for recording As-Built information on a set of record drawings kept on the construction site and available to the ERWSD Construction & Town Inspector(s) at all times. All as-built information shall be field surveyed under the direct care and supervision of a licensed Professional Land Surveyor.
10. The contractor shall obtain locates prior to any excavation.
11. The contractor is responsible for any damage to any utility facilities as a result of their actions. The contractor shall make the required repairs immediately to the satisfaction of the affected utility.
12. Eagle River Water and Sanitation District does not guarantee the accuracy of the locations of existing pipelines, manholes, hydrants, valves and service lines. If field conditions are found to be different than shown on the plans, the contractor shall notify the inspector(s) and design engineer immediately.
13. All trenching and backfill shall be in accordance with Appendix E of the ERWSD Rules and Regulations.

ERWSD Water Plan Notes

1. All water line construction is subject to the most recently adopted ERWSD Rules and Regulations.
2. All water mains shall be a minimum of 8" in diameter.
3. All water mains shall be installed with a minimum of 7ft cover to top of pipe and a maximum of 9.5ft cover to top of pipe.
4. Pipe deflections shall not exceed pipe manufacturers maximum allowable deflection or exceed the values in Appendix C- 2.6.9 Table C-1
5. All DIP water mains must be encased in PE Wrap per Article C-3.2.9
6. Tracer wire meeting ERWSD requirements per Appendix E-1.12
7. Water specific marking tape shall be installed 24" above water main.
8. All water mains shall be bedded per Appendix E, Detail E-01
9. All water lines that run parallel to sanitary or storm sewer shall be installed a minimum of 10ft horizontally away from water or secondary containment must be used.
10. All water mains must be tested in accordance with ERWSD Rules and Regulations Article 9.3.3.
11. All water service lines shall be constructed along the shortest and straightest route possible.
12. Water service lines taps must be a minimum of 18" apart.
13. Water service curb stop must be placed at property line, edge of ROW or edge of easement.

EXISTING UTILITIES LINE KEY:

WATER	XW
SEWER	XS
OVERHEAD ELEC, TELE, CATV	OH
GAS	XGAS
TELEPHONE	XT
CATV	XTV

LINE KEY:

WATER	W
SEWER	S
ELECTRIC	UEL
GAS	GAS
TELEPHONE	TEL
CATV	CTV
PROPERTY LINE	PL

EXISTING UTILITIES SYMBOL KEY:
- WATER VAULT
- WATER VALVE
- FIRE HYDRANT
- SEWER MANHOLE
- UTILITY POLE
- ELECTRIC TRANSFORMER
- CABLE TV PEDESTAL

PROPOSED UTILITY SYMBOL KEY:
- WATER VAULT
- WATER VALVE
- FIRE HYDRANT
- SEWER MANHOLE
- UTILITY POLE
- ELECTRIC TRANSFORMER
- CABLE TV PEDESTAL
- ELECTRIC SPLICE VAULT
- STREET LIGHT

WATER TAPS ARE TO BE CONSTRUCTED AS "WET TAPS" & COORDINATED W/ PUBLIC WORKS.

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Title: DEEP UTILITY PLAN

Sheet: C.202

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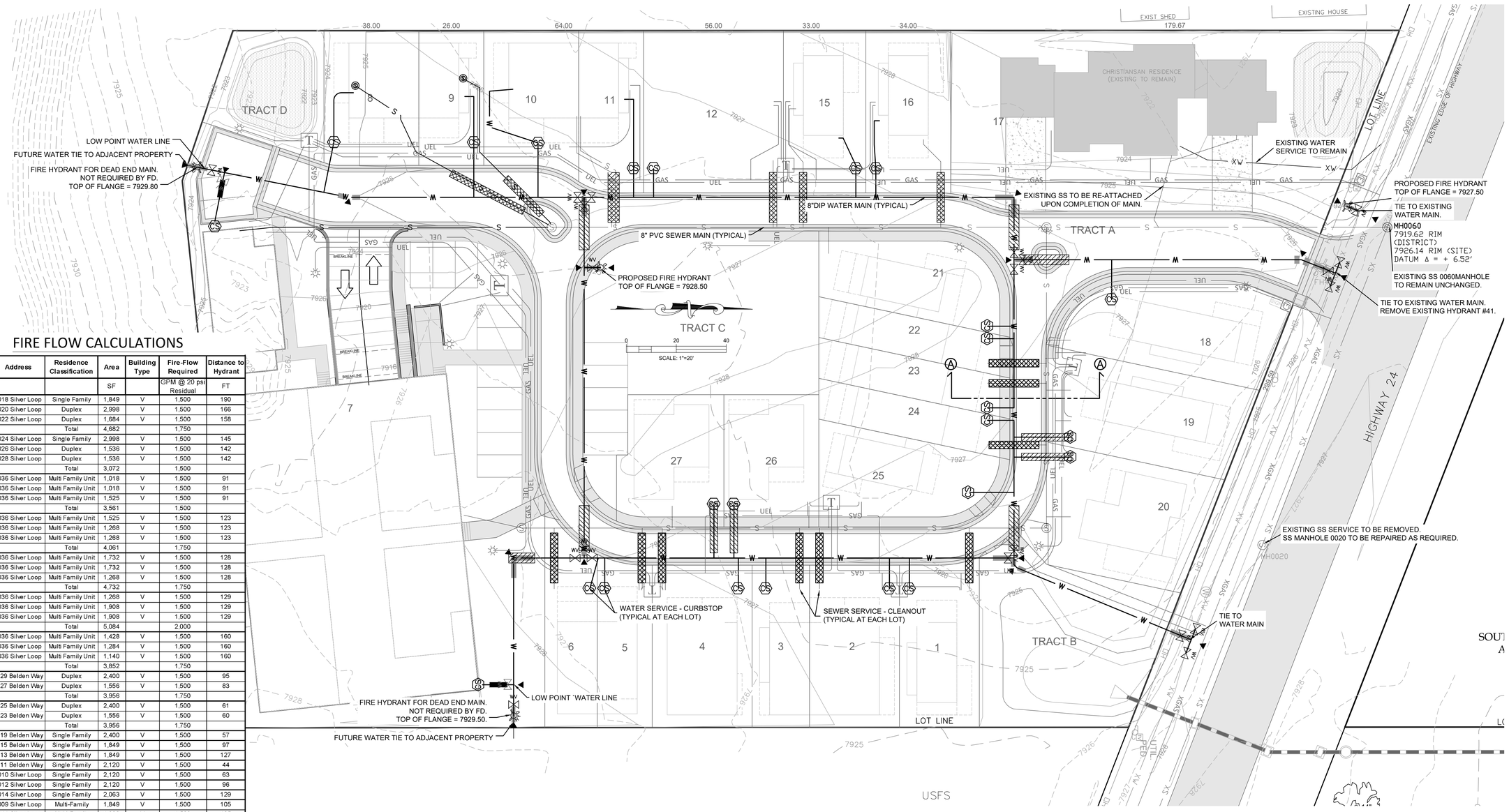

FIRE FLOW CALCULATIONS

Unit Number	Address	Residence Classification	Area	Building Type	Fire-Flow Required	Distance to Hydrant
			SF		GPM @ 20 psi Residual	FT
Lot 1	0018 Silver Loop	Single Family	1,849	V	1,500	190
Lot 2	0020 Silver Loop	Duplex	2,998	V	1,500	166
Lot 3	0022 Silver Loop	Duplex	1,684	V	1,500	158
		Total	4,682		1,750	
Lot 4	0024 Silver Loop	Single Family	2,998	V	1,500	145
Lot 5	0026 Silver Loop	Duplex	1,536	V	1,500	142
Lot 6	0028 Silver Loop	Duplex	1,536	V	1,500	142
		Total	3,072		1,500	
Lot 7 - Unit 1	0036 Silver Loop	Multi Family Unit	1,018	V	1,500	91
Lot 7 - Unit 2	0036 Silver Loop	Multi Family Unit	1,018	V	1,500	91
Lot 7 - Unit 3	0036 Silver Loop	Multi Family Unit	1,525	V	1,500	91
		Total	3,561		1,500	
Lot 7 - Unit 4	0036 Silver Loop	Multi Family Unit	1,525	V	1,500	123
Lot 7 - Unit 5	0036 Silver Loop	Multi Family Unit	1,268	V	1,500	123
Lot 7 - Unit 6	0036 Silver Loop	Multi Family Unit	1,268	V	1,500	123
		Total	4,061		1,750	
Lot 7 - Unit 7	0036 Silver Loop	Multi Family Unit	1,732	V	1,500	128
Lot 7 - Unit 8	0036 Silver Loop	Multi Family Unit	1,732	V	1,500	128
Lot 7 - Unit 9	0036 Silver Loop	Multi Family Unit	1,268	V	1,500	128
		Total	4,732		1,750	
Lot 7 - Unit 10	0036 Silver Loop	Multi Family Unit	1,268	V	1,500	129
Lot 7 - Unit 11	0036 Silver Loop	Multi Family Unit	1,908	V	1,500	129
Lot 7 - Unit 12	0036 Silver Loop	Multi Family Unit	1,908	V	1,500	129
		Total	5,084		2,000	
Lot 7 - Unit 13	0036 Silver Loop	Multi Family Unit	1,428	V	1,500	160
Lot 7 - Unit 14	0036 Silver Loop	Multi Family Unit	1,284	V	1,500	160
Lot 7 - Unit 15	0036 Silver Loop	Multi Family Unit	1,140	V	1,500	160
		Total	3,852		1,750	
Lot 8	0029 Belden Way	Duplex	2,400	V	1,500	95
Lot 9	0027 Belden Way	Duplex	1,556	V	1,500	83
		Total	3,956		1,750	
Lot 10	0025 Belden Way	Duplex	2,400	V	1,500	61
Lot 11	0023 Belden Way	Duplex	1,556	V	1,500	60
		Total	3,956		1,750	
Lot 12	0019 Belden Way	Single Family	2,400	V	1,500	57
Lot 15	0015 Belden Way	Single Family	1,849	V	1,500	97
Lot 16	0013 Belden Way	Single Family	1,849	V	1,500	127
Lot 17 W/ ADU	0011 Belden Way	Single Family	2,120	V	1,500	44
Lot 18	0010 Silver Loop	Single Family	2,120	V	1,500	63
Lot 19	0012 Silver Loop	Single Family	2,120	V	1,500	96
Lot 20	0014 Silver Loop	Single Family	2,063	V	1,500	129
Lot 21	0009 Silver Loop	Multi-Family	1,849	V	1,500	105
Lot 22	0011 Silver Loop	Multi-Family	1,888	V	1,500	105
Lot 23	0013 Silver Loop	Multi-Family	1,888	V	1,500	109
Lot 24	0015 Silver Loop	Multi-Family	1,888	V	1,500	115
Lot 25	0017 Silver Loop	Multi-Family	1,849	V	1,500	120
		Total	9,362		3,500	
Lot 26	0023 Silver Loop	Single Family	1,410	V	1,500	79
Lot 27	0025 Silver Loop	Single Family	1,410	V	1,500	61

Hydrant Test Results:	Location - 1251 E. Main St.		
Static Pressure	70 psi	Measured Flow Rate	843 gpm
Residual	60 psi	Calculated Flow Rate @ 20 psi	2011 gpm
Tested by: John Volk, WQPC, LLC. 970 389-4491			
		John Volk, WQCP, LLC. 970-389-4491	

THRUST RESTRAINT CALCULATIONS

Fitting Type	Nominal Size (inch)	Branch Size (inch)	Restraint Length (Ft)	Notes
11 1/4° Horizontal Bend	8	-	1	
22 1/2° Horizontal Bend	8	-	2	
45° Horizontal Bend	8	-	3	
90° Horizontal Bend	8	-	7	
T	8	8	14	on branch
T	8	6	11	on branch
Reducer	8	6	6	on 8"
Fire Hydrant	RESTRAIN ALL JOINTS ON HYDRANT TEE, HYDRANT VALVE, AND HYDRANT LEAD. THRUST BLOCKS REQUIRED AT ALL LOCATIONS			

LINE KEY:

WATER	W
SEWER	S
ELECTRIC	UEL
GAS	GAS
TELEPHONE	TEL
CATV	CTV

EXISTING UTILITIES LINE KEY:

WATER	XW
SEWER	XS
OVERHEAD ELEC, TELE, CATV	OH
GAS	XGAS
TELEPHONE	XT
CATV	XTV

EXISTING UTILITIES SYMBOL KEY:

- WATER VAULT
- WATER VALVE
- FIRE HYDRANT
- SEWER MANHOLE
- UTILITY POLE
- ELECTRIC TRANSFORMER
- CABLE TV PEDESTAL

PROPOSED UTILITY SYMBOL KEY:

- WATER VAULT
- WATER VALVE
- FIRE HYDRANT
- SEWER MANHOLE
- UTILITY POLE
- ELECTRIC TRANSFORMER
- CABLE TV PEDESTAL
- WATER KICKBLOCK
- WATER JOINT RESTRAINT
- SEWER ENCASEMENT
- WATERLINE ENCASEMENT
- STREET LIGHT

WATER TAPS ARE TO BE CONSTRUCTED AS "WET TAPS" & COORDINATED W/ PUBLIC WORKS.

ERWSD Water Plan Notes

1. All water line construction is subject to the most recently adopted ERWSD Rules and Regulations.
2. All water mains shall be a minimum of 8" in diameter.
3. All water mains shall be installed with a minimum of 7ft cover to top of pipe and a maximum of 9.5ft cover to top of pipe.
4. Pipe deflections shall not exceed pipe manufacturers maximum allowable deflection or exceed the values in Appendix C- 2.6.9 Table C-1
5. All DIP water mains must be encased in PE Wrap per Article C-3.2.9
6. Tracer wire meeting ERWSD requirements per Appendix E-1.12
7. Water specific marking tape shall be installed 24" above water main.
8. All water mains shall be bedded per Appendix E, Detail E-01
9. All water lines that run parallel to sanitary or storm sewer shall be installed a minimum of 10ft horizontally away from water or secondary containment must be used.
10. All water mains must be tested in accordance with ERWSD Rules and Regulations Article 9.3.3.
11. All water service lines shall be constructed along the shortest and straightest route possible.
12. Water service lines taps must be a minimum of 18" apart.
13. Water service curb stop must be placed at property line, edge of ROW or edge of easement.

APPROVED BY:

ALISON PERRY - OWNER'S REPRESENTATIVE DATE
Vail Land Company
PO Box 4691
Eagle County, CO 81631
perry@vailland.com

MICK WOODWORTH - FIRE MARSHALL DATE
Eagle River Fire Protection District
1050 Edwards Village Blvd
Edwards, CO 81632
mwoodworth@eagleriverfire.org

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South Minturn Addition
Lots 29, 31 & 32
Minturn, Colorado

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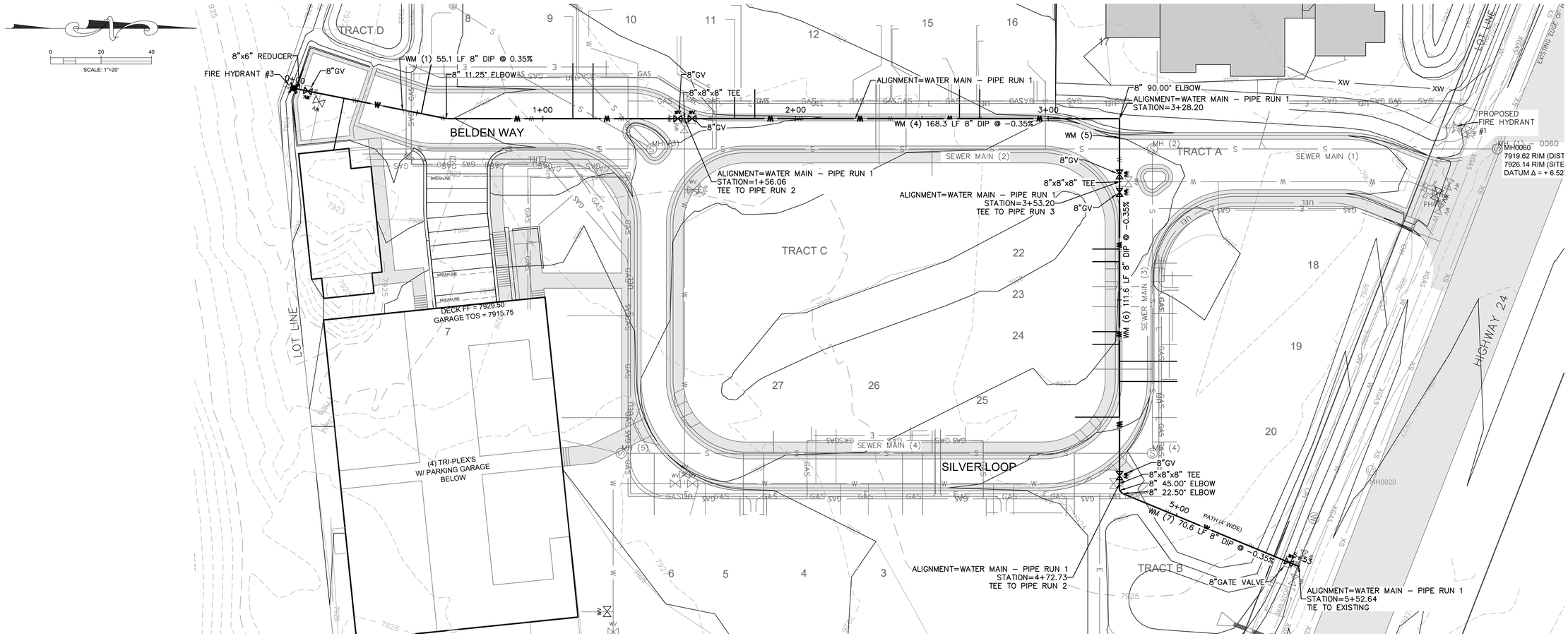
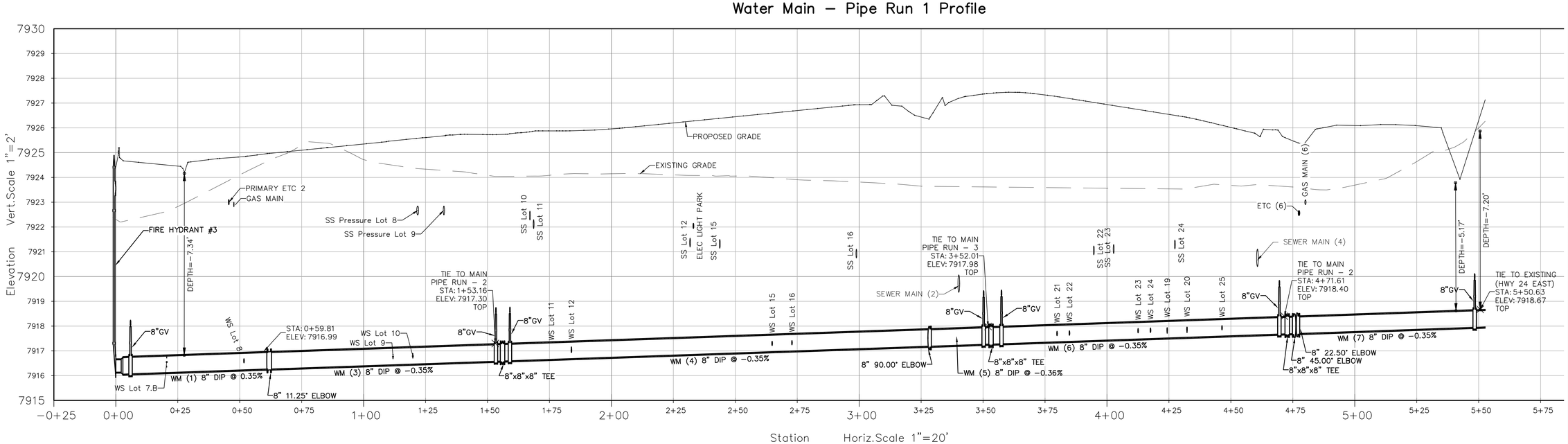
DATE	REVISION
2/15/22	Easement Coordination
3/20/24	Final Plan Resubmittal
4/15/24	Final Plan Revised
4/19/24	Final Plan

Title: WATER OVERVIEW W/ CALCULATIONS

Sheet: C.210



Water Main – Pipe Run 1 Profile



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4/19/24	Final Plan

Title:
WATER P & P
BELDEN WAY /
SILVER LOOP
(PIPE RUN 1)

Sheet:
C.211

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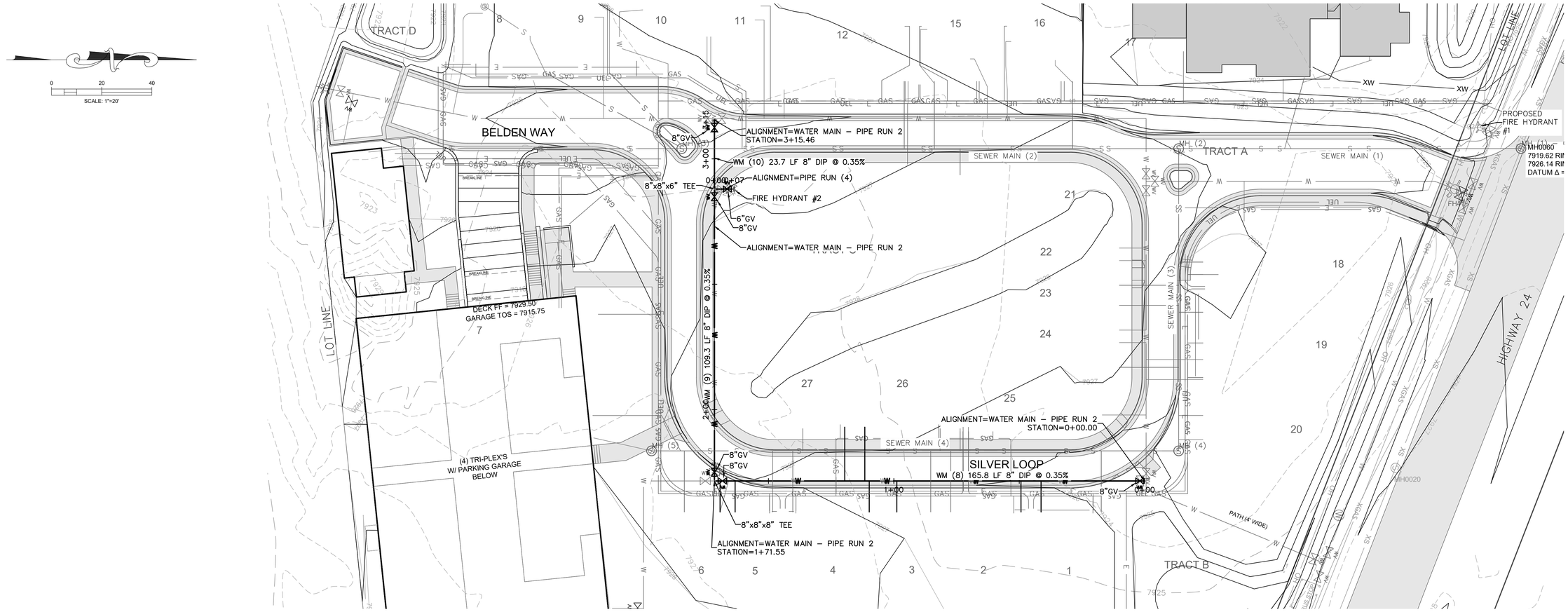

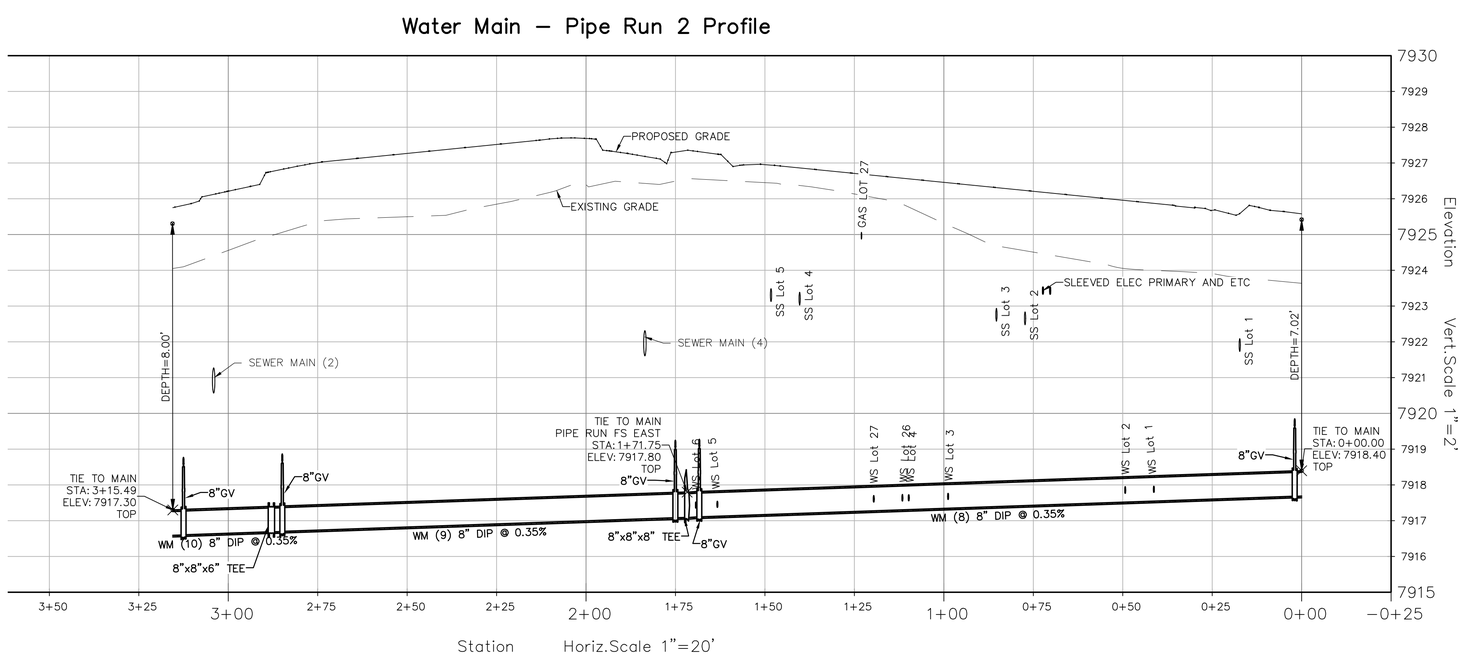

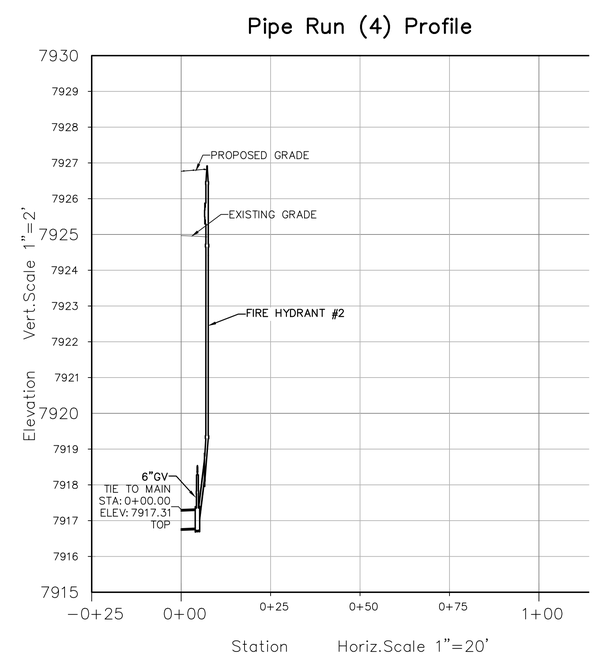

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4/15/24	Final Plan Revised
4/19/24	Final Plan

Title:

WATER P & P
SILVER LOOP
(PIPE RUNS 2 & 4)

Sheet:

C.212

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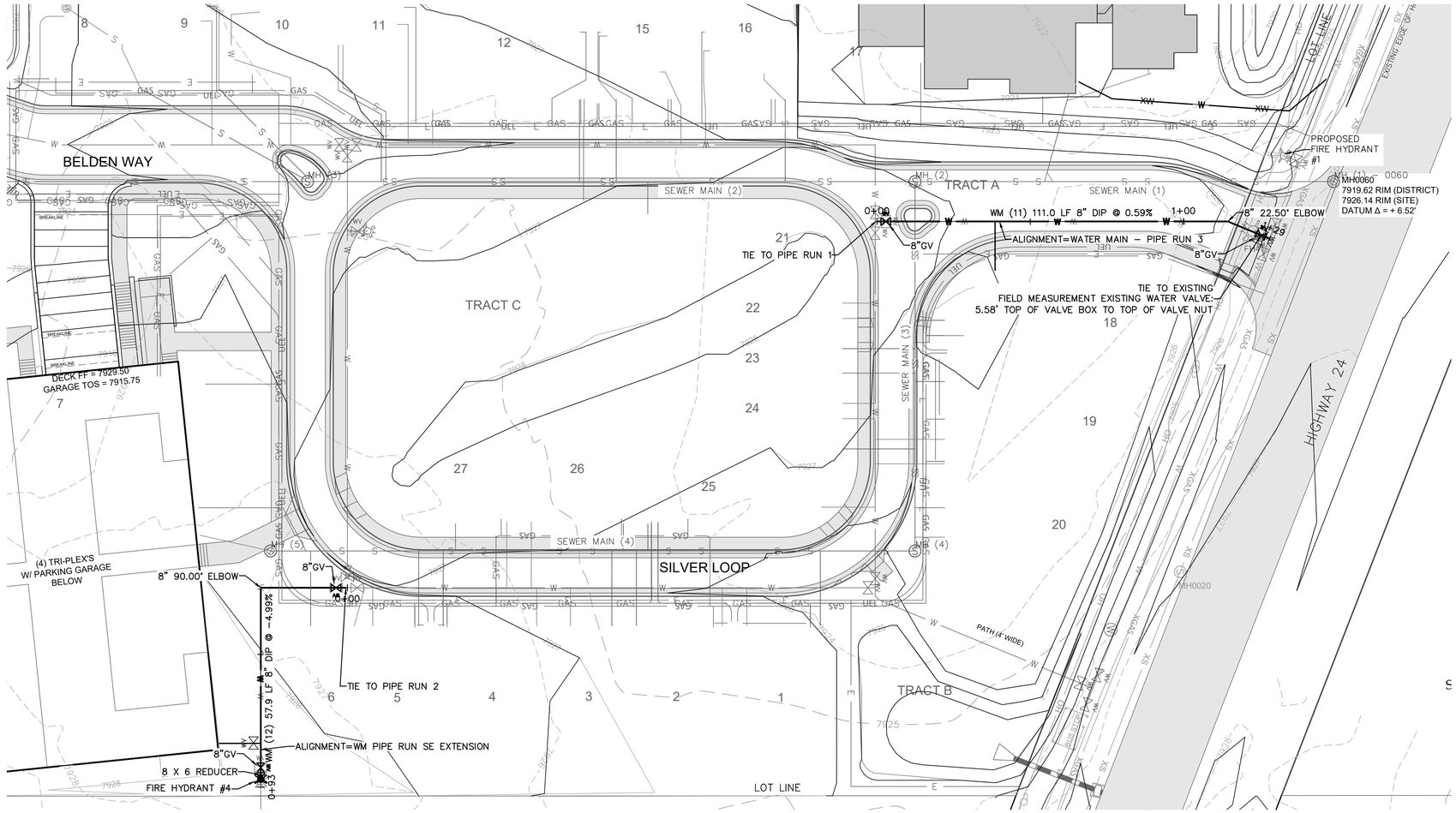
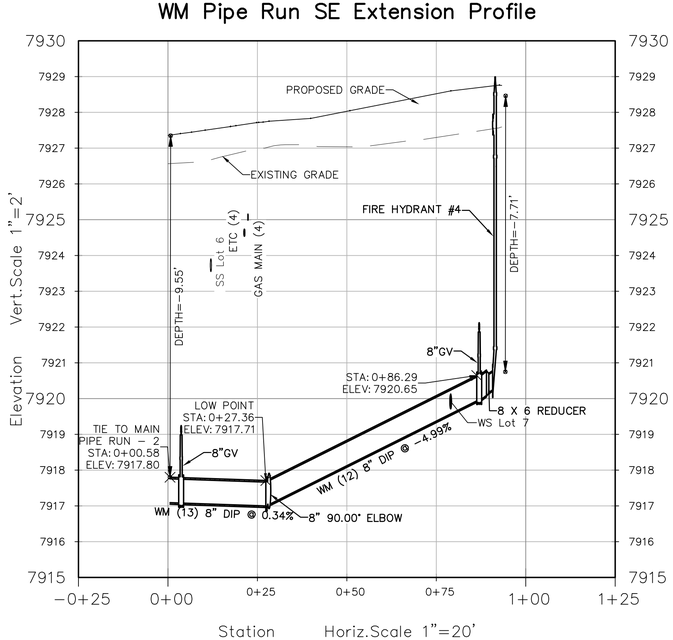
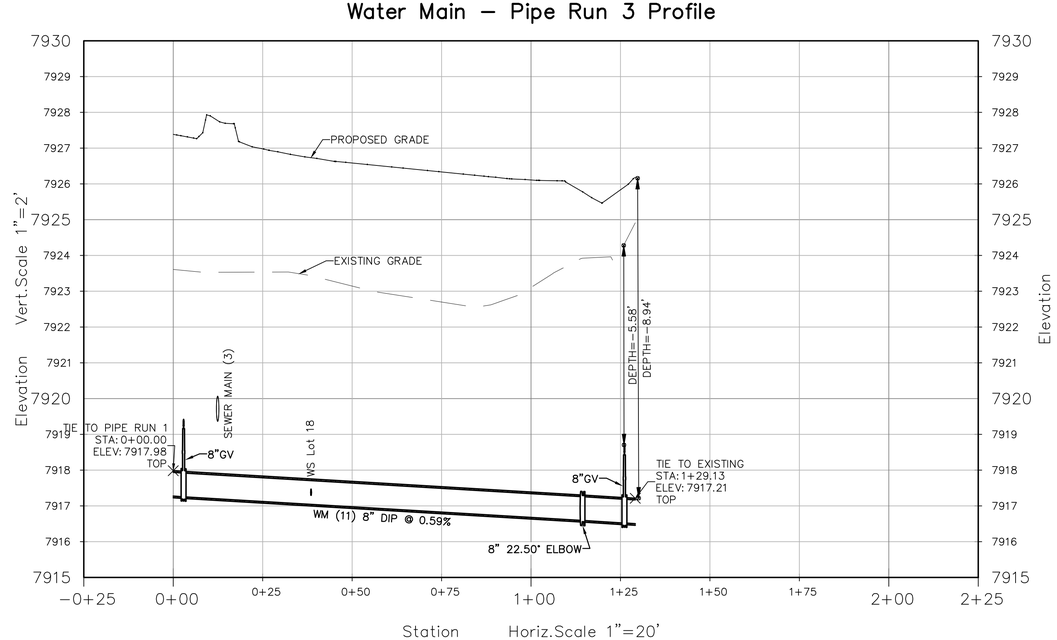


WM Pipe Run SE Extension Profile



Water Main – Pipe Run 3 Profile



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4/15/24	Final Plan Revised
4/19/24	Final Plan

Title:
WATER P & P ENTRANCE & SE EXTENSION (PIPE RUNS 3&5)

Sheet:
C.213

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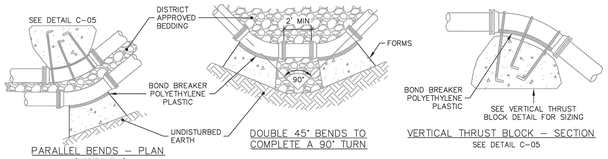
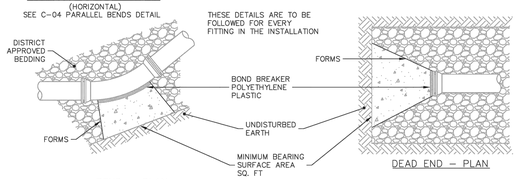


PARALLEL BENDS – PLAN (HORIZONTAL)
SEE C-04 PARALLEL BENDS DETAIL

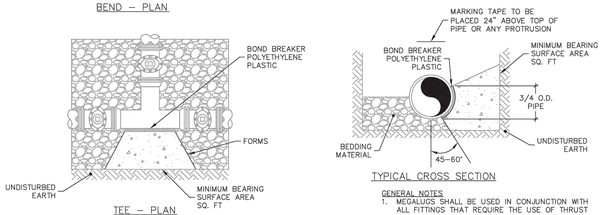
DOUBLE 45° BENDS TO COMPLETE A 90° TURN

VERTICAL THRUST BLOCK – SECTION
SEE DETAIL C-05



BEND – PLAN

DEAD END – PLAN



TEE – PLAN

TYPICAL CROSS SECTION

	REQUIRED MINIMUM BEARING SURFACE AREA (SF)					
	SIZE OF PIPE	BENDS				TEE OR DEAD END
		11-1/4°	22-1/2°	45°	90°	
200 PSI WORKING	4"-8"	1.2	2.5	4.8	8.9	6.3
	10"	1.9	3.8	7.5	13.9	9.8
	12"	2.8	5.5	10.8	20.0	14.1
	16"	4.9	9.8	19.2	35.5	25.1
	18"	6.2	12.4	24.3	45.0	31.8
	20"	7.7	15.3	30.1	55.5	39.3
	24"	11.1	22.1	43.3	80.0	56.5

THE MINIMUM BEARING SURFACE AREAS ARE PROVIDED FOR 200 PSI WORKING PIPE PRESSURE + 50 PSI SURGE (250 PSI TOTAL) AND 2,000 PSF SOIL BEARING CAPACITY. IF PRESSURE IS HIGHER OR SOIL BEARING POTENTIAL LOWER, CONSULT DISTRICT.

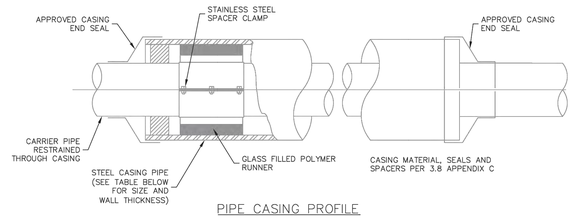
	REQUIRED MINIMUM BEARING SURFACE AREA (SF)					
	SIZE OF PIPE	BENDS				TEE OR DEAD END
		11-1/4°	22-1/2°	45°	90°	
250 PSI WORKING	4"-8"	1.5	2.9	5.8	10.7	7.5
	10"	2.3	4.6	9.0	16.7	11.8
	12"	3.3	6.6	13.0	24.0	17.0
	16"	5.9	11.8	23.1	42.7	30.2
	18"	7.5	14.9	29.2	54.0	38.2
	20"	9.2	18.4	36.1	66.6	47.1
	24"	13.3	26.5	51.9	96.0	67.9

THE MINIMUM BEARING SURFACE AREAS ARE PROVIDED FOR 250 PSI WORKING PIPE PRESSURE + 50 PSI SURGE (300 PSI TOTAL) AND 2,000 PSF SOIL BEARING CAPACITY. IF PRESSURE IS HIGHER OR SOIL BEARING POTENTIAL LOWER, CONSULT DISTRICT.

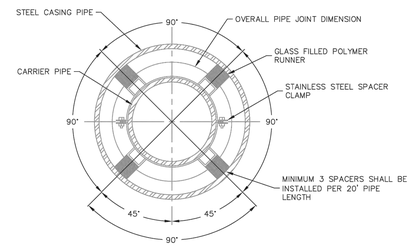
GENERAL NOTES

1. MEGALUGS SHALL BE USED IN CONJUNCTION WITH ALL FITTINGS THAT REQUIRE THE USE OF THRUST BLOCK.
2. REFER TO DISTRICT STANDARDS IN APPENDIX C SECTION 3.6 FOR REQUIREMENTS.
3. THRUST BLOCKS SHALL BE INSTALLED SO THAT ALL JOINTS ARE ACCESSIBLE. POLYWRAP FITTINGS PRIOR TO POURING THRUST BLOCK, EXTEND WRAP TO ENCLOSE ALL FITTINGS AND BOLTS.
4. THRUST BLOCKS SHALL BE FORMED AGAINST UNDISTURBED SOIL & FORMS PER APPENDIX C 4.14.
5. BLOCK HEIGHT SHALL BE ESTABLISHED SUCH THAT THE CALCULATED BLOCK WIDTH IS BETWEEN ONE AND TWO TIMES THE HEIGHT.
6. BOND BREAKER PER APPENDIX C 3.2.10.

DETAIL
CONCRETE THRUST BLOCKS



PIPE CASING PROFILE



PIPE CASING CROSS SECTION

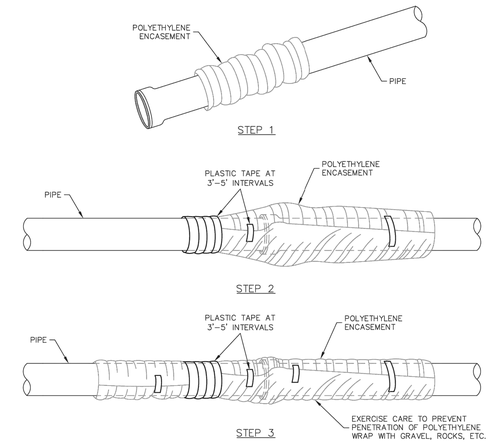
GENERAL NOTES

1. FOLLOW MANUFACTURER'S RECOMMENDATION, IF IN CONFLICT WITH ERWSD STANDARDS, USE MORE RESTRICTIVE SPECIFICATION.
2. CARRIER PIPE SHALL BE CENTERED AND ALL JOINTS RESTRAINED IN & THROUGH THE CASING PIPE.
3. WATER MAINS SHALL BE ENCASED SEPARATELY FROM OTHER UTILITIES.
4. ALL FASTENERS SHALL BE T-304 STAINLESS STEEL.
5. ALL CAD WELDS SHALL BE CONNECTED TO PIPE.
6. MAXIMUM DISTANCE BETWEEN SPACERS SHALL BE 6 FEET ON CENTER.

CARRIER PIPE NOMINAL ø	CASING PIPE	
	MIN OD	MIN WALL THICKNESS
4"	12"	0.25"
6"	16"	0.3125"
8"	18"	0.3125"
12"	22"	0.375"
16"	28"	0.500"
20"	32"	0.500"

DETAIL
WATER CASING

USE OF POLYETHYLENE WRAP FOR CORROSIVE SOILS



FIELD INSTALLATION – POLYETHYLENE WRAP

STEP 1 – PLACE POLYETHYLENE MATERIAL ON PIPE PRIOR TO LOWERING IT INTO PLACE.

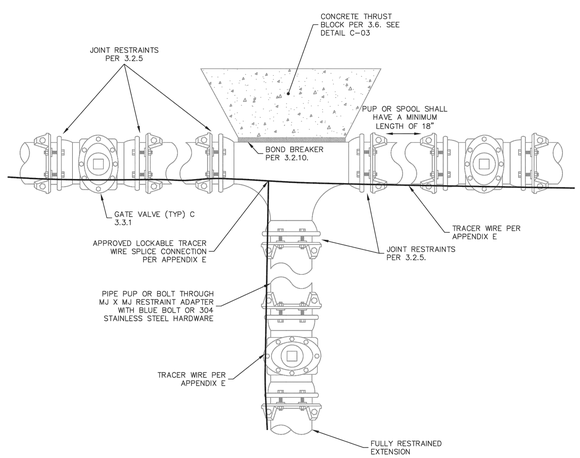
STEP 2 – PULL THE TUBE OVER THE LENGTH OF THE PIPE. TAPE TUBE TO PIPE AT JOINT. FOLD MATERIAL AROUND THE ADJACENT SPIGOT END AND WRAP WITH TAPE TO HOLD THE POLYETHYLENE ENCASEMENT IN PLACE.

STEP 3 – OVERLAP FIRST TUBE WITH ADJACENT TUBE AND SECURE WITH PLASTIC ADHESIVE TAPE. THE POLYETHYLENE TUBE MATERIAL COVERING THE PIPE SHALL BE LOOSE. EXCESS MATERIAL SHALL BE NEATLY DRAWN UP AROUND THE PIPE BARREL, FOLDED ON TOP OF PIPE AND TAPED IN PLACE.

GENERAL NOTES:

1. ALL DUCTILE IRON PIPE REQUIRES THE USE OF POLYETHYLENE WRAP UNLESS APPLICANT SUBMITS A SOILS TEST INDICATING THAT NO CORROSIVE SOILS ARE PRESENT.
2. POLYETHYLENE ENCASEMENT PER APPENDIX C 3.2.10.

DETAIL
POLYETHYLENE WRAP

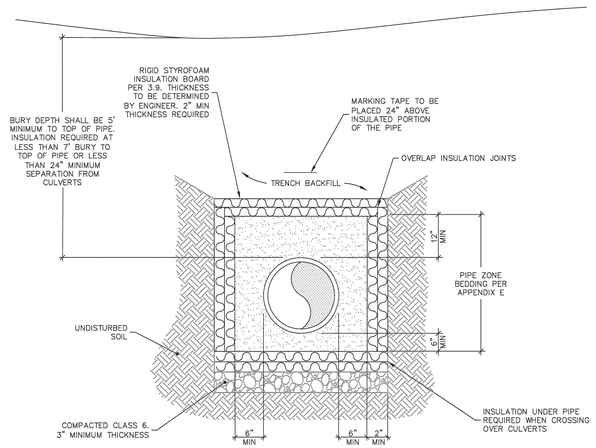


TOP VIEW

DETAIL
TEE

GENERAL NOTES

1. TEES SHALL BE CONSIDERED ON AN INDIVIDUAL BASIS. ALL USES OF THIS APPLICATION SHALL REQUIRE PRIOR DISTRICT APPROVAL.
2. JOINT RESTRAINT DEVICES SHALL BE REQUIRED ON ALL TEE APPLICATIONS.
3. THRUST BLOCKS ALONE WILL NOT BE ACCEPTED AS A RESTRAINT.

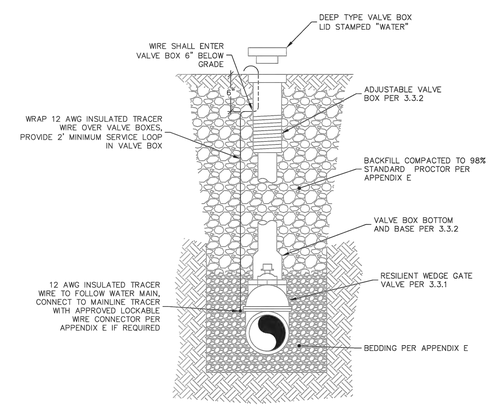


ELEVATION

DETAIL
MINIMUM COVER & CULVERT CROSSING INSULATION

GENERAL NOTES

1. CONDITION OF LESS THAN MINIMUM BURY DEPTH ALLOWED ONLY WITH WRITTEN APPROVAL FROM THE DISTRICT PRIOR TO CONSTRUCTION. INSULATION SHALL BE INSTALLED ON ALL PIPE THAT DOES NOT MEET MINIMUM BURY REQUIREMENTS.
2. SEE SEWER AND WATER PIPE BEDDING DETAIL AND APPENDIX E FOR BACKFILL MATERIAL AND COMPACTION SPECIFICATIONS.
3. INSULATION SHALL BE INSTALLED ON ALL PIPES THAT DO NOT HAVE A MINIMUM OF 7' OF EFFECTIVE COVER. EFFECTIVE COVER SHALL BE DEFINED AS SEPARATION FROM COLD AIR SOURCES, INCLUDING STORM SEWERS. 1" OF INSULATION BOARD MAY BE SUBSTITUTED FOR EACH 1' OF SOIL COVER (MIN. 2" INSULATION) REQUIRED TO MEET THE MINIMUM COVER REQUIREMENT.
4. INSULATION SPECIFICATIONS PER APPENDIX C 3.9.



DETAIL
GATE VALVE &
VALVE BOX ASSEMBLY

GENERAL NOTES

1. VALVE BOX IS TO BE INSTALLED PLUMB, LEVEL, AND CENTERED ON 2" NUT.
2. IF THE DISTANCE FROM THE TOP OF THE OPERATING NUT TO THE TOP OF THE VALVE COVER IS GREATER THAN 9', A CENTERING RING AND EXTENSION STEM IS REQUIRED. THE EXTENSION MUST BE SECURED TO THE VALVE OPERATING NUT.

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Minturn, Colorado

PLANS ARE NOT FOR CONSTRUCTION UNLESS STAMPED "APPROVED FOR CONSTRUCTION" BY PROPER AUTHORITIES.

DATE	REVISION
2/15/22	Easement Coordination
3/20/24	Final Plan Resubmittal
4/15/24	Final Plan Revised
4/19/24	Final Plan

Title:
WATER DETAILS 1

Sheet:
C.214

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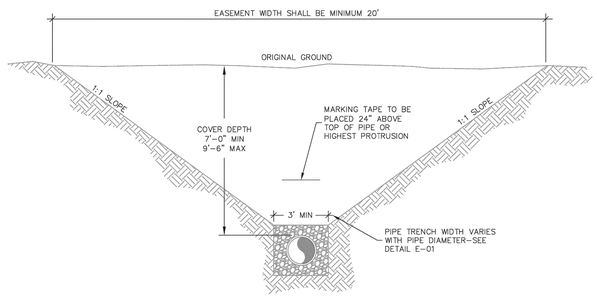
WATER MAIN COVER DEPTH	MINIMUM EASEMENT WIDTH REQUIRED
7'–0" TO 8'–6"	20'
8'–7" TO 9'–6"	25'



MINIMUM EASEMENT WIDTH

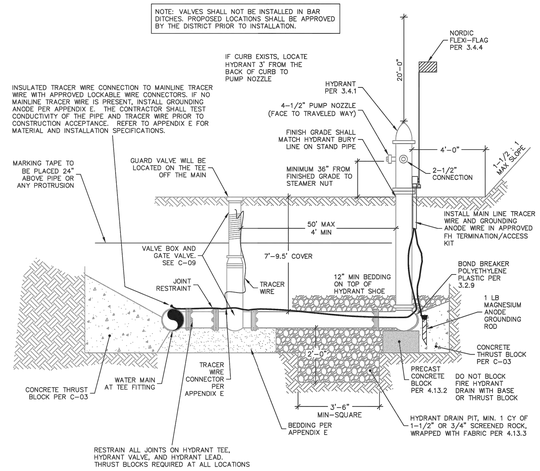
GENERAL NOTES

1. PIPE SHALL BE CENTERED IN EASEMENT.
2. CALCULATE EASEMENT WIDTH AS FOLLOWS:
   W = DEPTH TO TOP OF PIPE X 2 + 3 FEET
   (ROUND UP IN 5 FOOT INCREMENTS)

EXAMPLE:
9 FOOT DEEP PIPE = 9 X 2 + 3 = 21 FEET
W = 25 FOOT WIDE EASEMENT (ROUNDED UP)

DETAIL
EASEMENT WIDTH

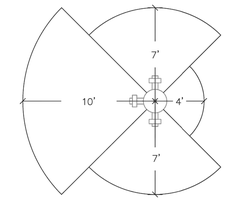
NOTE: VALVES SHALL NOT BE INSTALLED IN BAR DITCHES. PROPOSED LOCATIONS SHALL BE APPROVED BY THE DISTRICT PRIOR TO INSTALLATION.



DETAIL
FIRE HYDRANT ASSEMBLY

HYDRANT CLEARANCE DIAGRAM

NO ABOVE GROUND OBSTRUCTIONS ALLOWED IN THESE AREAS



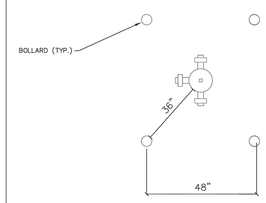
FRONT---10 FEET OF CLEARANCE

SIDES---7 FEET OF CLEARANCE

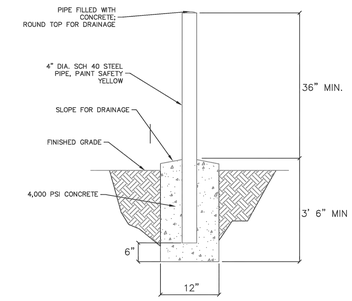
REAR---4 FEET OF CLEARANCE

ABOVE---20 FEET OF CLEARANCE

HYDRANT BOLLARD DIAGRAM



BOLLARDS REQUIRED WHEN LESS THAN 3' OF HORIZONTAL CLEARANCE EXISTS BETWEEN HYDRANT AND BACK OF CURB/EDGE OF ROAD



DETAIL
FIRE HYDRANT CLEARANCES & BOLLARDS

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Belden Place PUD

South Minturn Addition
Lots 29, 31 & 32
Minturn, Colorado

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WATER DETAILS 2

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C.215

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WATER SPECIFICATIONS

THE FOLLOWING APPLICABLE CONSTRUCTION SPECIFICATIONS ARE A PORTION OF THE TOWN OF MINTURN ENGINEERING STANDARDS. TABLES, DRAWINGS, DETAILS AND EXHIBITS REFERENCED BELOW ARE INCLUDED IN THE TOWN STANDARDS.

SECTION 1 - DISTRIBUTION SYSTEM DESIGN AND LAYOUT

1.01 - Fire Protection

The number and location of fire hydrants in a given area must be approved by the Eagle River Fire Protection District. Fire hydrant branch lines shall be set at right angles to street mains. The fire hydrant shall be set at the end of the branch line and shall face the direction as dictated per the Eagle River Fire Protection District. No horizontal bends or offsets shall be used in installing fire hydrant branch lines unless approved by the Eagle River Fire Protection District. Under no circumstances shall any size or manner of tap be made on a fire hydrant branch line between the hydrant and hydrant valve. The maximum length of 6-inch main line shall not exceed 50 feet. All fire hydrant valves shall be attached to the tee off of the main line. A fire hydrant shall be installed at the end of all dead end water mains. The Applicant shall install an approved fire hydrant marker on all fire hydrants. The Applicant shall perform all fire hydrant "flow tests." Results of flow tests shall be provided to the Town and to the Eagle River Fire Protection District. All costs associated with the "flow test" shall be borne by the Applicant. The Town shall witness and oversee the "flow test" in conjunction with other appropriate governmental agencies.

1.02 - Layout of the Distribution System

A. Fire Hydrants: Fire hydrant depths shall be 7-feet to 9.5-feet. All fire hydrants will be installed within dedicated streets, right-of-ways, or easements as herein above defined. Fire hydrants shall be installed at locations approved by the Eagle River Fire Protection District and at the end of all dead-end line extensions.

SECTION 2 - MATERIAL SPECIFICATIONS

2.01 - Pipe and Fittings

All pipe and fittings used in the Town's System shall meet or exceed the latest AWWA Specifications and follow the guideline lines set forth below:

A.Tapping Sleeves: Wet taps shall only be made with the use of a tapping sleeve. The Town will allow epoxy-coated Mueller H304 (250 psi working pressure) or equivalent. No tapping sleeves will be allowed for any application with a working pressure of 150 psi or higher. For those applications where working pressure exceeds 150 psi, the Town will require the use of a tee.

2.02 - Fire Hydrants

A.Fire Hydrants: Fire hydrants shall be Mueller Centurion A423 Mountain Hydrant, which conforms to AWWA Standard C502 with a working pressure of 250 psi. They also shall be six-inch (6") mechanical joint inlet, minimum 5¼ inches, compression-type main valve that closes with pressure, two 2½-inch hose nozzles, one 4½-inch pump nozzle, nozzle threads ANSI B26. Nozzles must be easily replaceable in the field with standard tools. Operating and cap nuts must be 1½-inch, Number 17 National Standard hex main valve that open to the left. An arrow cast on top of hydrant shall indicate direction of opening. There shall be a breakable section that permits clean break at or near ground level, preventing water loss in case of breakage. Working parts must be removable for maintenance or repair without excavation. Also required are operating mechanism non-wetting, oil reservoir lubricated, with O-ring seals and barrel drain bronze mounted with at least two (2) outlets, which operate automatically with main valve. Fire hydrants must be installed at the end of all main lines. Finish grade around the fire hydrant shall be a minimum of six inches (6") to a maximum of twelve inches (12") below the flange for the final grade and paving inspection.

B.Fire Hydrant Extension Sections: New Installations: Defined as new main extensions throughout the one-year (1) warranty period. All new installations shall be installed at the standard 7-foot to 9.5-foot of cover measured from the top of the pipe to finish grade. All fire hydrants shall consist of a single solid shaft. No fire hydrant extensions will be allowed. Any special circumstance will require written approval from the Town prior to installation.
Existing Fire Hydrants: No more than one (1), two-foot (2') long, fire hydrant grade extension (extension section) shall be used or installed on fire hydrant assemblies. All hydrants shall be installed with a guard valve to isolate the hydrant for repair while maintaining service to main. No service line taps will be allowed between the guard valve and hydrant. Guard valves shall be installed on the tee off of the water main. The maximum distance from the guard valve to the fire hydrant shall not exceed fifty feet (50'). Fire hydrants shall be installed at the end of all dead-end mains.

C.Fire Hydrant Marker Flags: The Applicant shall purchase and install fire hydrant marker flags for all newly constructed fire hydrants. The required flag is a Nordic Flex Flag, FF2-72 inches.D.Fire Hydrant Depth of Bury: Fire hydrant depth of bury will conform to Manufacturer's requirements.

2.03 - Service Lines

The following represents the requirements for service line construction:

A.Copper Tubing: Copper Tubing Shall be Type K, soft copper. Connections are to be compression or silver-soldered.

B.Corporation Stops: Mueller 300 Ball Valve Number B-25008 or B25028, AWWA C800 constructed of all brass construction with compression connection.
McDonald Number 4701 BT, AWWA C800.

Ford cc/comp FB-1000-G

Ford IPS/Comp FB-1100-G

C.Curb Stops: Mueller 300 Ball Curb Valve No. B25209, Ford B44, or McDonald 6100 T. Curb stops must have compression end connections, AWWA C800.

D.Curb Boxes: For curb stops up to 1": Mueller H10314 with 89982 lid or McDonald 5601 with 5601L lid. For curb stops larger than 1": Mueller H10314 with 89982 lid and Tyler 6500 Series Enlarged Base #144809 or McDonald 5603 with 5601L lid. Shaft diameter shall be 1" and the top of the shaft shall be a minimum of 18" from final grade and lid.

E.Saddles: Ductile Iron Saddle: Mueller DE2A, JCM-402, Smith & Blair 313, Ford F202, McDonald 3825, 3826 or equal and approved by the District. The saddle must have a double flat strap design with ductile iron body. Said saddle must conform to AWWA C800.

F.Turn-On/Turn-Off of Service: All routine turn-on and turn-off of water service at a curbstop shall be performed only by Town personnel. During emergencies, a customer may turn-off the water service at the curb stop valve. The Town shall be notified of the turn-off and the circumstances at the earliest time. Only Town personnel shall turn-on the water service.

G.Repair of Service Line: Leaks, breaks and general maintenance of the water service line shall be the responsibility of the customer. The customer shall be given notice by first-class mail, that the water service line is defective and in need of repair. Customer shall institute repair or maintenance immediately. If satisfactory progress toward repairing the service line has not been completed in a timely manner or the Town determines that environmental or property damage is being caused, the Town shall shut off the water service until the service line has been repaired. In addition, the Town shall have the right to affect the repair, and the costs therefore shall constitute a lien on the property as provided for by C.R.S., 32-1-1001.

2.04 - Granular Bedding

Two types of bedding material are allowed: Screened rock and soil or select imported material, meeting the following gradation specification table:

TABLE 5.01

Sieve Size	Total Percent Passing by Weight	Screened Rock	Soil or Select Import
1½ inch maximum, and maximum of 10% of pipe diameter to ½ inch	100	100	
No. 4	0 to 10	30 to 100	
No. 200	0 to 10	0 to 50	

Minimum compaction requirement
Tamp to spring line to fill voids below pipe haunches 90% of Standard Proctor placed at ± 3% of Optimum Moisture

The maximum particle size of pipe bedding should generally not exceed 1½ inches or 10 percent of the nominal pipe diameter, whichever is less. Bedding for small pipe such as service lines should generally have a maximum particle size not exceeding ¾ inch.

Screened rock used for waterline or sewer pipe bedding should be crushed, angular material that meets the requirements of ASTM D 2321, Class IA bedding material. The material should have not more than 10 percent passing the No. 4 (4.75 millimeter) screen, and less than 5 percent passing the No. 200 (75 micrometer) screen. The bedding should be tamped under the haunches of the pipe to spring line. Where future excavation is anticipated, the sloughing properties of screened rock when unconfined should be taken into consideration. The Town may require soil or select import. Where groundwater may be present, the use of screened rock for bedding is prohibited.

Compacted pipe bedding should meet the requirements of ASTM D 2321, Class IB, Class II, or Class III bedding material. The material should have a minimum of 30 percent passing the No. 4 screen and less than 50 percent passing the No. 200 screen. Class 6 aggregate base course per CDOT Table 703.2 conforms to this gradation criteria. The bedding should be compacted to a minimum of 90 percent at +/- 3 percent of optimum moisture content, referencing Standard Proctor (ASTM D698, AASHTO T99). Material containing 10 to 30 percent passing the No. 4 screen can be used with the following considerations: materials in this range can be expected to possess properties similar to screened rock except that compaction will be required and materials in this range may be too free-draining to be testable for compaction by ASTM D698. Flow-fill, a ½ sack (50 pounds) per cubic yard lean concrete mix as defined in the CDOT 1999 Standard Specifications for Road and Bridge Construction, Section 206.02, may be used as bedding where a combination of ease of placement, low permeability, and unconfined stability is desired.

Additional Requirements:

•Bedding materials shall be free of topsoil, organic materials, frozen matter, debris, or other deleterious materials.

•Flow-fill as specified by CDOT 1999 Standard Specifications, Section 206.02, may be used with Town approval.

•Ductile Iron Pipe may be required to be encased in loose polyethylene in conformance with ANSI/AWWA C105/A21.5 installation methods, unless site soils and proposed bedding materials are determined to be non-corrosive to iron pipe when evaluated according to Appendix A of ANSI/AWWA C105/A21.5.

•Materials not meeting these requirements shall be used only with prior written approval of the Town.

In specific areas, such as where access is extremely limited, the use of on-site materials may be allowed, and, when used, must be on-site 1½ inches minus well-graded screened material, free from organic materials, chunks of soil, frozen material, debris, or other suitable materials. Use of on-site bedding material must have prior written Town approval.

2.05 - Marking Tape

The installation of "blue" marking tape is required on all water mains and service lines. The tape shall be installed approximately twenty-four inches (24") above the main or line. The tape shall meet the following specifications:

1. Four (4) mil thick PVC material.
2. Solid "blue" color with black lettering.
3. Six inches (6") in width.

SECTION 3 - PIPE INSTALLATION

3.01 - Fire Hydrants

A.Installation: The location of all hydrants shall be staked. Final location and grade shall be in accordance with the approved drawings. Offset stakes not farther than 12 feet from the fire hydrant are acceptable. All hydrants shall stand plumb. Each hydrant shall be connected to the main by a six-inch (6") branch line. An independent six-inch (6") gate valve shall be installed on the tee off of the water main. It is the intention of the Town to limit the length of the six-inch (6") branch line servicing the fire hydrant to 50 feet. If the length of the branch line extends beyond 50 feet, an eight-inch (8") main with an eight-inch (8") by six-inch (6") concentric reducer shall be used from the main until a point 50 feet from the hydrant is reached. At that point, a six-inch (6") branch line may be extended to the fire hydrant. No service line connections shall be installed between the fire hydrant and the fire hydrant guard valve. No service line connections shall be made on the six-inch (6") branch line servicing the fire hydrant.

B.Anchorage: The shoe of each hydrant shall be well braced against the un-excavated earth at the end of the trench with a concrete thrust block. Care shall be taken not to cover the weep holes with concrete. The bottom of the hydrant bowl and the hydrant valve shall be supported with minimum 18 x 8 x 4-inch precast concrete blocking slabs or a Town approved equal. The hydrant assembly shall require megalug restraints.

C.Drainage: Wherever a hydrant is set, drainage shall be provided at the base of the hydrant by placing approved granular bedding material from the bottom of the trench, to at least 12 inches above the barrel flange of the hydrant, and as shown on the typical fire hydrant detail. The minimum distance from the bottom of the trench to the bottom of the hydrant elbow shall be six inches (6"). The minimum of approved granular bedding material placed therein shall be 1/3 cubic yards.

D.Clearances: The minimum clearances around all fire hydrants shall be: ten feet (10') in the front, seven feet (7') on the sides, four feet (4') on the back, and 20 feet above.

E.Operation of Fire Hydrant: The required operational position of a fire hydrant is either fully opened or fully closed. The guard valve shall control any restriction of flow. The restriction of flow, through a fire hydrant, by means of the "operating nut" is strictly prohibited.

3.02 - Connection to the Town System

A.Connections: Connections to the Town system shall be in a neat and workmanlike manner. The connection shall be inspected and approved by the Town. Under no circumstances shall a non-disinfected main, which cannot be isolated, be connected to an existing distribution main in service.

B.Tapping Existing Mains: Main Line Connections: Unless otherwise approved by the Town, all main line connections shall be made by means of a tee.

C.Service Taps/Stubouts: During new main line construction, service line stubouts may only be installed after the required tests have been completed and approved by the Town. Stubouts shall be installed by the main line Contractor. Stubouts shall terminate at the curb stop valve. Curb stop valves shall be installed at the property line or edge of easement. The minimum separation distance between service line taps on the main shall be 18 inches.

The Contractor shall install all new service line taps. All tees/taps shall be witnessed and approved by the Town. Any tap preformed without a Town inspection and approval shall be considered "illegal system tampering" and punished in accordance with the provisions of Section 1-4-20 of this Code for each offense. Each day any person is in violation of Chapter 13 of the Minturn Municipal code and shall constitute a separate offense. (Ord. 7-2018 , §4)

SECTION 4 - CONSTRUCTION ACCEPTANCE

4.01 - Requirements

A.Field Maintenance Inspections

1.Fire Hydrant (To Grade and Operated). The fire hydrant shall be straight and plumb, and shall be operated with proper drainage. See Fire Hydrant Assembly detail.

2.Rough Grade Inspection. Above-ground attributes are to be in a reasonable grade so as not to allow standing water to accumulate on top of or allow drainage into the attributes of the system. All attributes within the road right-of-way/easement shall be protected from traffic, equipment, etc.

3.Warranty Period. During the 1-year warranty period that begins at Construction Acceptance, the Town will test the integrity of the telemetry and cathodic protection systems. Remedial repair and subsequent testing will be made by the applicant.

4.Redline Submittal. A redline submittal will be required to be made from the contractor to the engineer in order to facilitate the completion of as-builts in a timely manner.

SECTION 5 - FINAL ACCEPTANCE

5.01 - Requirements

The following items shall be required to be submitted to the Town for approval prior to Final Acceptance. Once these items have been received, reviewed, and approved by the Town Administrator, Final Acceptance may occur.

A.Final Grade and Paving Inspection: All system attributes shall be fully operational and meet Town Standards. Back lot access shall meet Town Standards. The ring and cover shall be centered over the cone section. All system attributes shall meet or exceed Town Standards.

B.Drawings of Record: Field measured Drawings of Record shall be submitted to the Town in the specific format as required by the Town. The Drawings of Record shall include, but not be limited to, all attribute information including main lengths, all bends (horizontal and vertical), valves, hydrants, materials, pipe diameters, encasement, insulation, pipe deflections, and service line information which shall include size, location of line, tap and curb stop. Water and Sewer Drawings of Record shall be submitted on the same drawing. The submittal will contain the swing ties for service lines. The Town requires a digital format using District formatting (AutoCAD Release 14 or newer), and three (3) black line copies of the field-measured Drawings of Record. The Drawings of Record shall also depict the established easement for each line segment with reference to the specific Town of Minturn recording information. Construction drawings will not be accepted as Drawings of Record.

C.Final Inspection: The District shall perform a final walk-through inspection prior to Final Acceptance. The purpose of this inspection is to determine if any changes have occurred since the final grade and paving inspection that would negatively effect the operation of the system. The owner or the owner's designated representative is required to accompany the Town's Inspector during this final inspection.

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South Minturn Addition
Lots 29, 31 & 32
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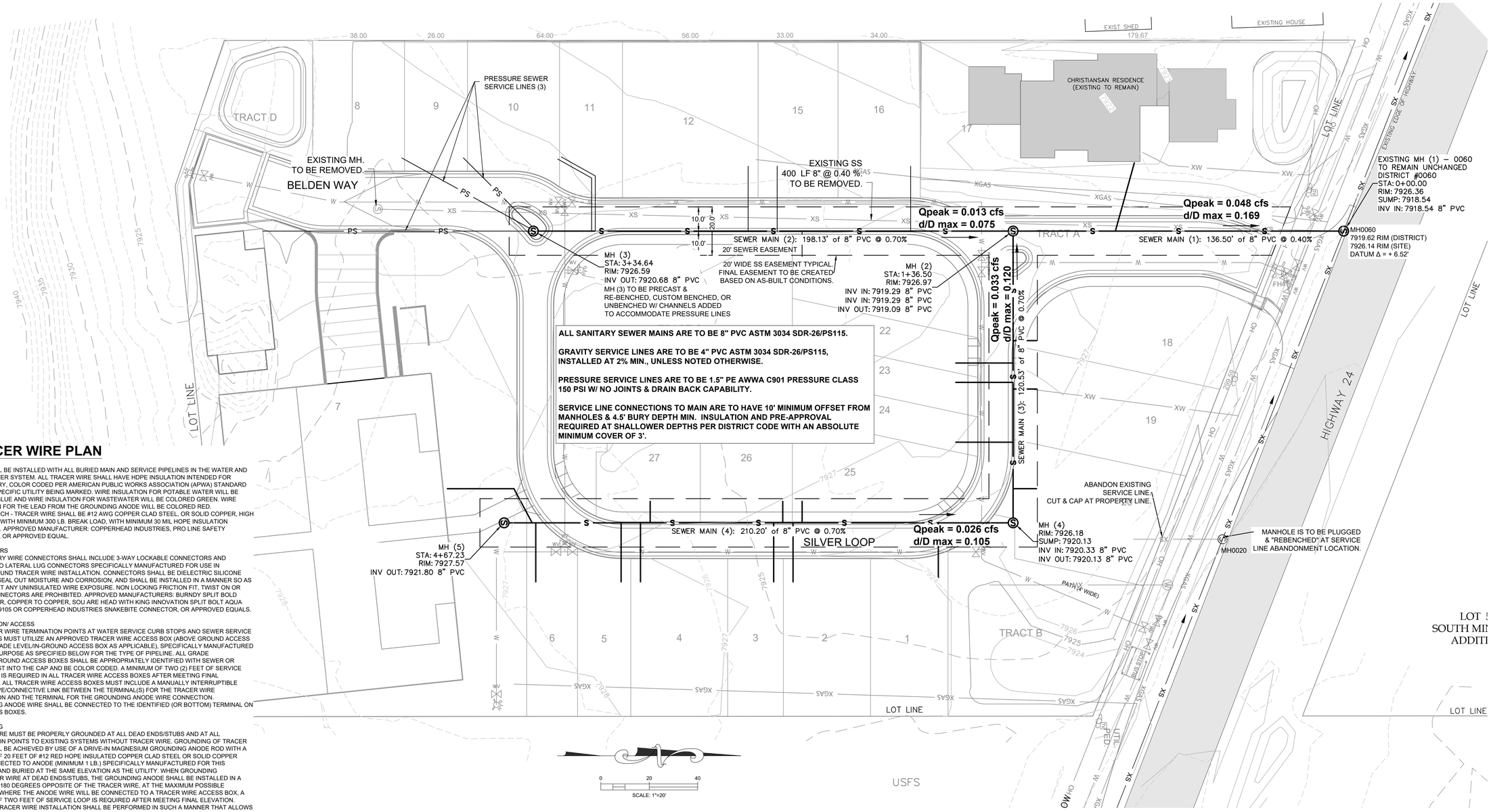

ALL SANITARY SEWER MAINS ARE TO BE 8" PVC ASTM 3034 SDR-26/PS115.

GRAVITY SERVICE LINES ARE TO BE 4" PVC ASTM 3034 SDR-26/PS115, INSTALLED AT 2% MIN., UNLESS NOTED OTHERWISE.

PRESSURE SERVICE LINES ARE TO BE 1.5" PE AWWA C901 PRESSURE CLASS 150 PSI W/ NO JOINTS & DRAIN BACK CAPABILITY.

SERVICE LINE CONNECTIONS TO MAIN ARE TO HAVE 10' MINIMUM OFFSET FROM MANHOLES & 4.5' BURY DEPTH MIN. INSULATION AND PRE-APPROVAL REQUIRED AT SHALLOWER DEPTHS PER DISTRICT CODE WITH AN ABSOLUTE MINIMUM COVER OF 3'.

TRACER WIRE PLAN

GENERAL
WIRE SHALL BE INSTALLED WITH ALL BURIED MAIN AND SERVICE PIPELINES IN THE WATER AND WASTEWATER SYSTEM. ALL TRACER WIRE SHALL HAVE HDPE INSULATION INTENDED FOR DIRECT BURY, COLOR CODED PER AMERICAN PUBLIC WORKS ASSOCIATION (APWA) STANDARD FOR THE SPECIFIC UTILITY BEING MARKED. WIRE INSULATION FOR POTABLE WATER WILL BE COLORED BLUE AND WIRE INSULATION FOR WASTEWATER WILL BE COLORED GREEN. WIRE INSULATION FOR THE LEAD FROM THE GROUNDING ANODE WILL BE COLORED RED.
OPEN TRENCH - TRACER WIRE SHALL BE #12 AWG COPPER CLAD STEEL, OR SOLID COPPER, HIGH STRENGTH WITH MINIMUM 300 LB. BREAK LOAD, WITH MINIMUM 30 MIL HOPE INSULATION THICKNESS. APPROVED MANUFACTURER: COPPERHEAD INDUSTRIES, PRO LINE SAFETY PRODUCTS, OR APPROVED EQUAL.

CONNECTORS
DIRECT BURY WIRE CONNECTORS SHALL INCLUDE 3-WAY LOCKABLE CONNECTORS AND MAINLINE TO LATERAL LUG CONNECTORS SPECIFICALLY MANUFACTURED FOR USE IN UNDERGROUND TRACER WIRE INSTALLATION. CONNECTORS SHALL BE DIELECTRIC SILICONE FILLED TO SEAL OUT MOISTURE AND CORROSION, AND SHALL BE INSTALLED IN A MANNER SO AS TO PREVENT ANY UNINSULATED WIRE EXPOSURE. NON LOCKING FRICTION FIT, TWIST ON OR TAPED CONNECTORS ARE PROHIBITED. APPROVED MANUFACTURERS: BURNDY SPLIT BOLD CONNECTOR, COPPER TO COPPER, SOU ARE HEAD WITH KING INNOVATION SPLIT BOLT AQUA HOUSING 69105 OR COPPERHEAD INDUSTRIES SNAKEBITE CONNECTOR, OR APPROVED EQUALS.

TERMINATION/ ACCESS
ALL TRACER WIRE TERMINATION POINTS AT WATER SERVICE CURB STOPS ANO SEWER SERVICE CLEANOUTS MUST UTILIZE AN APPROVED TRACER WIRE ACCESS BOX (ABOVE GROUND ACCESS BOX OR GRADE LEVEL/IN-GROUND ACCESS BOX AS APPLICABLE), SPECIFICALLY MANUFACTURED FOR THIS PURPOSE AS SPECIFIED BELOW FOR THE TYPE OF PIPELINE. ALL GRADE LEVEL/IN-GROUND ACCESS BOXES SHALL BE APPROPRIATELY IDENTIFIED WITH SEWER OR WATER CAST INTO THE CAP AND BE COLOR CODED. A MINIMUM OF TWO (2) FEET OF SERVICE LOOP WIRE IS REQUIRED IN ALL TRACER WIRE ACCESS BOXES AFTER MEETING FINAL ELEVATION. ALL TRACER WIRE ACCESS BOXES MUST INCLUDE A MANUALLY INTERRUPTIBLE CONDUCTIVE/CONNECTIVE LINK BETWEEN THE TERMINAL(S) FOR THE TRACER WIRE CONNECTION AND THE TERMINAL FOR THE GROUNDING ANODE WIRE CONNECTION. GROUNDING ANODE WIRE SHALL BE CONNECTED TO THE IDENTIFIED (OR BOTTOM) TERMINAL ON ALL ACCESS BOXES.

GROUNDING
TRACER WIRE MUST BE PROPERLY GROUNDED AT ALL DEAD ENDS/STUBS AND AT ALL CONNECTION POINTS TO EXISTING SYSTEMS WITHOUT TRACER WIRE. GROUNDING OF TRACER WIRE SHALL BE ACHIEVED BY USE OF A DRIVE-IN MAGNESIUM GROUNDING ANODE ROD WITH A MINIMUM OF 20 FEET OF #12 RED HOPE INSULATED COPPER CLAD STEEL OR SOLID COPPER WIRE CONNECTED TO ANODE (MINIMUM 1 LB.) SPECIFICALLY MANUFACTURED FOR THIS PURPOSE, AND BURIED AT THE SAME ELEVATION AS THE UTILITY. WHEN GROUNDING THE TRACER WIRE AT DEAD ENDS/STUBS, THE GROUNDING ANODE SHALL BE INSTALLED IN A DIRECTION 180 DEGREES OPPOSITE OF THE TRACER WIRE, AT THE MAXIMUM POSSIBLE DISTANCE. WHERE THE ANODE WIRE WILL BE CONNECTED TO A TRACER WIRE ACCESS BOX, A MINIMUM OF TWO FEET OF SERVICE LOOP IS REQUIRED AFTER MEETING FINAL ELEVATION. GENERAL TRACER WIRE INSTALLATION SHALL BE PERFORMED IN SUCH A MANNER THAT ALLOWS PROPER ACCESS FOR CONNECTION OF LINE TRACING EQUIPMENT, PROPER LOCATING OF WIRE WITHOUT LOSS OR DETERIORATION OF LOW FREQUENCY (512HZ) SIGNAL FOR DISTANCES IN EXCESS OF 1,000 LINEAR FEET, AND WITHOUT DISTORTION OF SIGNAL CAUSED BY MULTIPLE WIRES BEING INSTALLED IN CLOSE PROXIMITY TO ONE ANOTHER. TRACER WIRE SYSTEMS MUST BE INSTALLED AS A SINGLE CONTINUOUS WIRE, EXCEPT WHERE USING APPROVED CONNECTORS. NO LOOPING OR COILING OF WIRE IS ALLOWED. ANY DAMAGE OCCURRING DURING INSTALLATION OF THE TRACER WIRE MUST BE IMMEDIATELY REPAIRED BY REMOVING THE DAMAGED WIRE, AND INSTALLING A NEW SECTION OF WIRE WITH APPROVED CONNECTORS. TAPING AND/OR SPRAY COATING ARE PROHIBITED. TRACER WIRE SHALL BE INSTALLED AT THE TOP HALF OF THE PIPE ANO SECURED (TAPED/TIED) AT FIVE FEET INTERVALS. TRACER WIRE MUST BE PROPERLY GROUNDED AS SPECIFIED.

AT ALL WATER AND WASTEWATER MAINLINE DEAD-ENDS, AND AT WATER SERVICE LINE CURB STOPS AND WASTEWATER SERVICE LINE CLEANOUTS CLOSEST TO THE PROPERTY BEING SERVED, TRACER WIRE SHALL GO TO GROUND USING AN APPROVED CONNECTION TO A DRIVE-IN MAGNESIUM GROUNDING ANODE ROD, BURIED AT THE SAME DEPTH AS THE SERVICE. (SEE GROUNDING) IF NO MAINLINE TRACER WIRE EXISTS AT A CONNECTION POINT, MAINLINE TRACE WIRE SHALL NOT BE CONNECTED TO EXISTING CONDUCTIVE PIPES. TREAT AS A MAINLINE DEAD END, GROUND USING AN APPROVED WATERPROOF CONNECTION TO A GROUNDING ANODE BURIED AT THE SAME DEPTH AS THE MAIN. ALL SERVICE LATERAL TRACER WIRE SHALL BE A SINGLE WIRE, CONNECTED TO THE MAINLINE TRACER WIRE USING A MAINLINE TO LATERAL LUG CONNECTOR, INSTALLED WITHOUT CUTTING/SPLICING THE MAINLINE TRACER WIRE. IN OCCURRENCES WHERE AN EXISTING TRACER WIRE IS ENCOUNTERED ON AN EXISTING UTILITY THAT IS BEING EXTENDED OR TIED INTO, THE NEW TRACER WIRE AND EXISTING TRACER WIRE SHALL BE CONNECTED USING APPROVED SPLICE CONNECTORS.

SANITARY SEWER SYSTEM
A MAINLINE TRACER WIRE MUST BE INSTALLED, WITH ALL SERVICE LATERAL TRACER WIRE PROPERLY CONNECTED TO THE MAINLINE TRACER WIRE, TO ENSURE FULL TRACING/LOCATING CAPABILITIES FROM A SINGLE CONNECTION POINT. TRACER WIRE ON ALL SEWER SERVICE LATERALS MUST TERMINATE AT AN APPROVED TRACER WIRE ACCESS BOX COLOR CODED GREEN AND LOCATED DIRECTLY ADJACENT TO THE SEWER SERVICE CLEANOUT CLOSEST TO THE STRUCTURE BEING SERVED. A GROUNDING ANODE SHALL BE INSTALLED BENEATH THE CLEANOUT AT THE DEPTH OF THE SERVICE. ACCESS BOX APPROVED MANUFACTURER: COPPERHEAD INDUSTRIES SNAKE-PIT OR APPROVED EQUAL.

ERWSD Standard Plan Notes

1. All materials, workmanship, and construction shall meet or exceed the standards and specifications set forth in the Eagle River Water and Sanitation District Rules and Regulations. Where there is conflict between these Plans and the Rules and Regulations or any applicable Standards, the more stringent Standard shall apply. All work shall be inspected and approved by the ERWSD Construction & Town Inspector(s) as required.
2. Contractor shall schedule a mandatory pre-construction meeting at the construction site a minimum of three (3) business days after the plans have been submitted. Participants shall include, but are not limited to: the Applicant; Applicant's contractor, excavator and engineer; and the District representative. Construction may begin once the meeting has concluded and the District Inspector has signed off.
3. The Contractor shall have one (1) signed copy of the approved Plans, one (1) copy of the appropriate criteria and specifications, and a copy of any permits and extension agreements needed for the job onsite at all times.
4. Provide a complete Bill of Materials for all proposed water and wastewater infrastructure.
5. The Contractor shall be responsible for all aspects of safety including, but not limited to, excavation, trenching, shoring, traffic control, and security.
6. If during the construction process conditions are encountered which could indicate a situation that is not identified in the Plans or specifications, the Contractor shall contact the ERWSD Construction & Town Inspector(s) immediately.
7. Submit traffic control plans as approved by the appropriate governing agency.
8. The Contractor is responsible for providing all labor and materials necessary for the completion of the intended improvements shown on these drawings or as designated to be provided, installed, or constructed unless specifically noted otherwise.
9. The Contractor shall be responsible for recording As-Built information on a set of record drawings kept on the construction site and available to the ERWSD Construction & Town Inspector(s) at all times. All as-built information shall be field surveyed under the direct care and supervision of a licensed Professional Land Surveyor.
10. The contractor shall obtain locates prior to any excavation.
11. The contractor is responsible for any damage to any utility facilities as a result of their actions. The contractor shall make the required repairs immediately to the satisfaction of the affected utility.
12. Eagle River Water and Sanitation District does not guarantee the accuracy of the locations of existing pipelines, manholes, hydrants, valves and service lines. If field conditions are found to be different than shown on the plans, the contractor shall notify the inspector(s) and design engineer immediately.
13. All trenching and backfill shall be in accordance with Appendix E of the ERWSD Rules and Regulations.

ERWSD Sanitary Sewer Construction Notes

1. All sanitary sewer construction is subject to the most recently adopted ERWSD Rules and Regulations.
2. All sanitary sewer mains shall be a minimum of 8" in diameter.
3. All sanitary sewers shall be installed with a minimum of 4.5ft cover to top of pipe and a maximum of 14ft cover to top of pipe.
4. Tracer wire per Appendix E1.12 to be installed on all sanitary sewer lines, to include both mains and service lines.
5. All sanitary sewers shall be bedded per Appendix E, Detail E-01
6. All sanitary sewers shall be installed a minimum of 10ft horizontally away from domestic water or secondary containment must be used.
7. All sanitary sewers must be tested in accordance with ERWSD Rules and Regulations Article 9.3.3.
8. All sanitary sewer service lines shall be constructed along the shortest and straightest route possible.
9. Sanitary sewer services shall be connected a minimum of 10 feet outside of manholes with a wye connection.
10. Sanitary sewer service lines taps must be a minimum of 18" apart.
11. Sanitary sewer service cleanouts should be placed outside of the ROW whenever possible.

SHEET INDEX SEWER

C.220 SEWER OVERVIEW W/ CALCULATIONS
C.221 SEWER P & P - BELDEN WAY
C.222 SEWER P & P - SILVER LOOP
C.223 SEWER DETAILS
C.224 SEWER CONSTRUCTION SPECIFICATIONS 1
C.225 SEWER CONSTRUCTION SPECIFICATIONS 2

Pipe ID	# of Units added	Q_{avg} 198 gpd/unit gpd	Q_{avg} gpm	Q_{peak} Factor=4 gpm	Q_{peak} cfs	Q_{peak} combined cfs	Pipe Slope	Velocity @ Qpeak ft/s	d (depth) @ Qpeak ft	d/D max 8"Dia.Pipe typical
1	1	198	0.14	0.55	0.001	0.048	0.40%	1.240	0.113	0.169
2	11	2178	1.51	6.05	0.013	0.013	0.70%	0.980	0.050	0.075
3	6	1188	0.83	3.30	0.007	0.033	0.70%	1.320	0.080	0.120
4	21	4158	2.89	11.55	0.026	0.026	0.70%	1.250	0.070	0.105
Totals	39	7722	5.36	21.45	0.048					
EXIST	7	1386	0.96	3.85	0.009	0.009	0.40%	0.074	0.050	0.075

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Belden Place PUD

South Minturn Addition
Lots 29, 31 & 32
Minturn, Colorado

PLANS ARE NOT FOR CONSTRUCTION UNLESS STAMPED "APPROVED FOR CONSTRUCTION" BY PROPER AUTHORITIES.

DATE	REVISION
2/15/22	Easement Coordination
3/20/24	Final Plan Resubmittal
4/15/24	Final Plan Revised
4/19/24	Final Plan

Title: SEWER OVERVIEW W/ CALCULATIONS

Sheet: C.220

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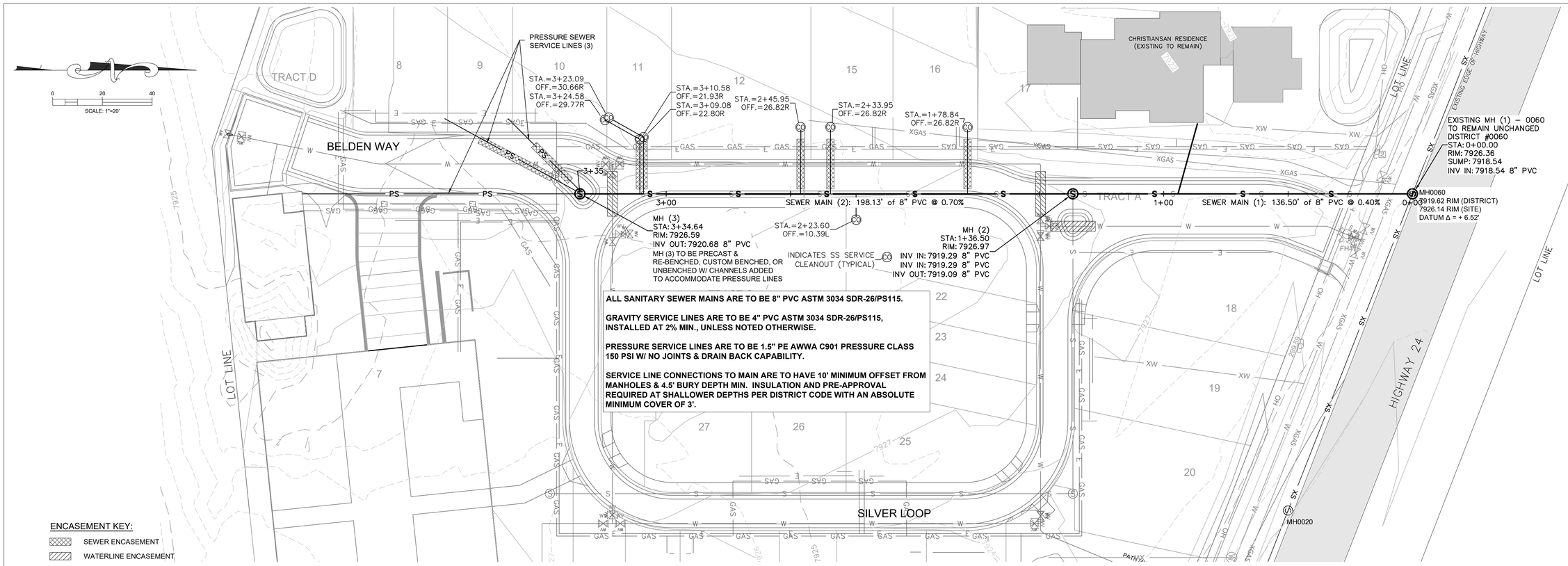
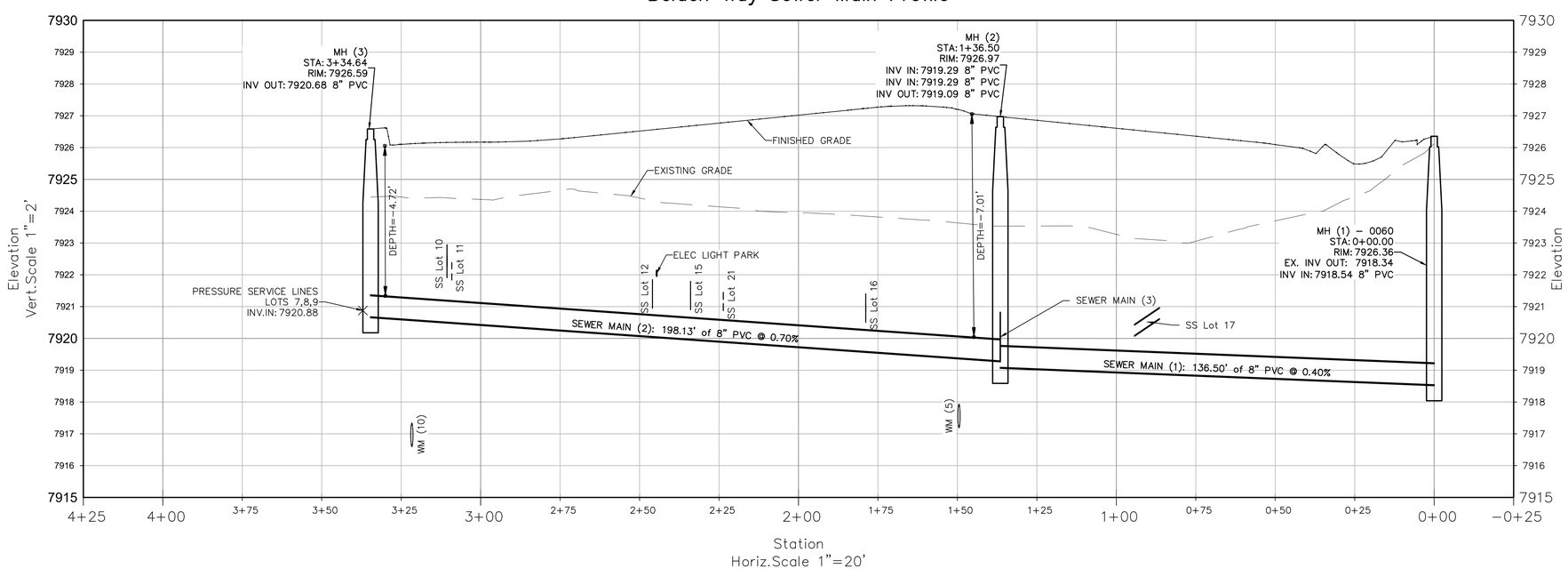


Belden Way Sewer Main Profile



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Title:

SEWER P & P
BELDEN WAY

Sheet:

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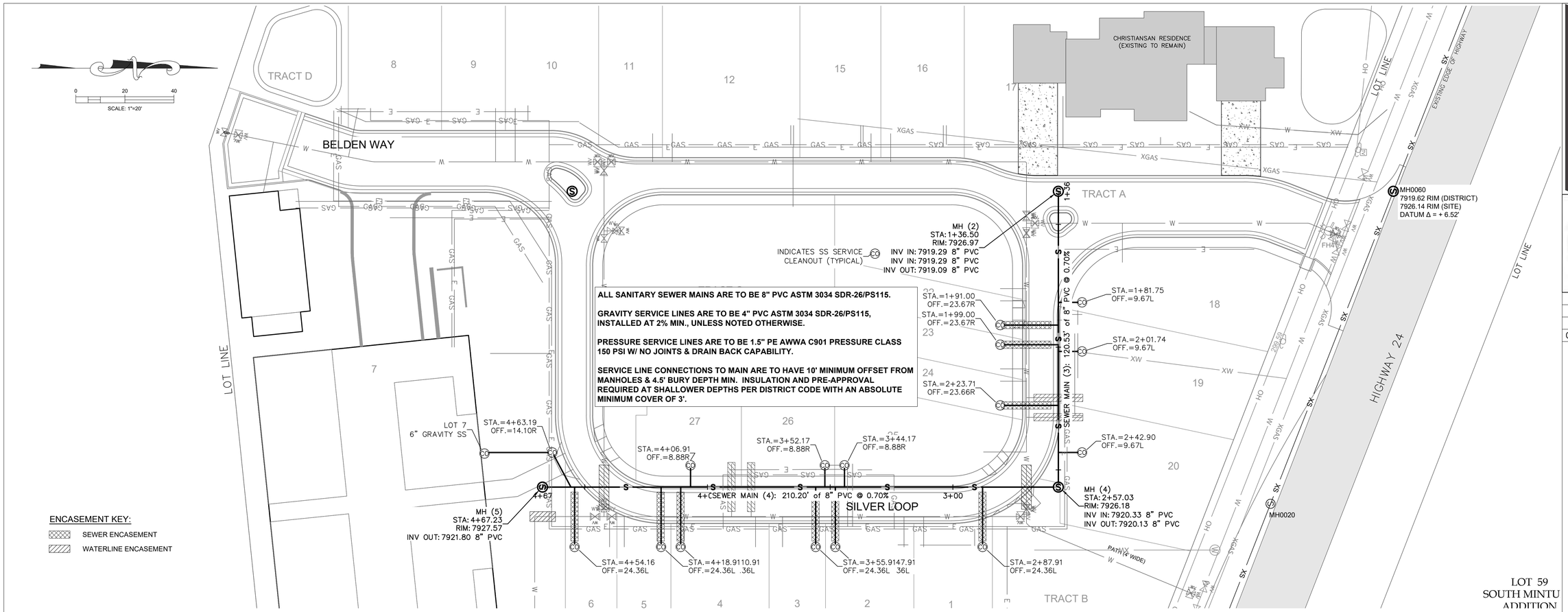

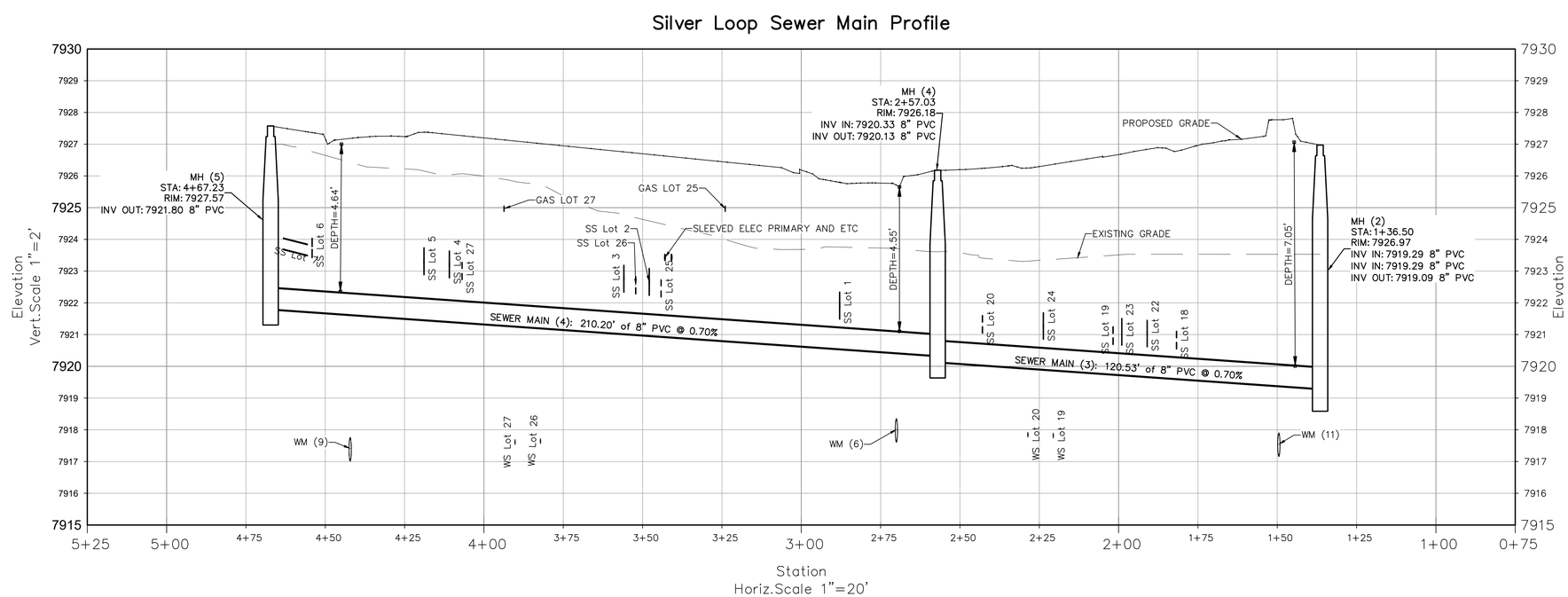

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4/19/24	Final Plan

Title:

SEWER P & P
SILVER LOOP

Sheet:

C.222

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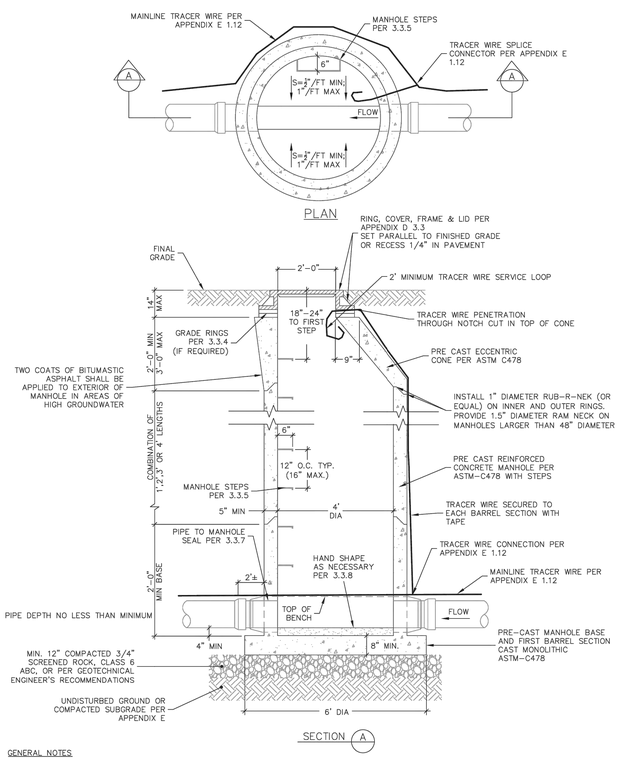
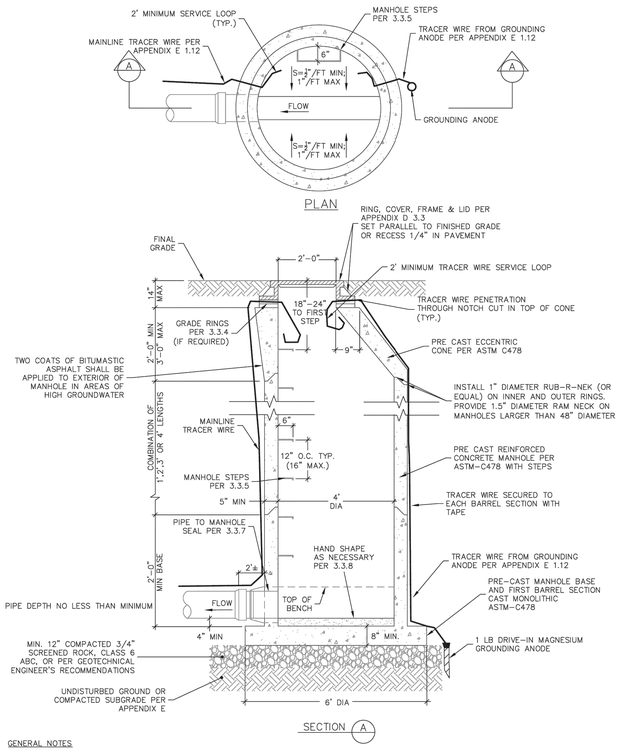


GENERAL NOTES

1. ALL CONCRETE WORK SHALL COMPLY WITH LATEST ACI-318 SPECIFICATIONS.
2. MANHOLE TROUGH SHALL HAVE A MINIMUM OF 0.2' DROP FROM ENTRANCE THROUGH EXIT.
3. FLOW CHANNEL TO BE SHAPED AS TO NOT ALLOW STANDING WATER PER 3.3.8.
4. MANHOLE SHALL CONFORM TO ASTM C478 AND ALL APPLICABLE DISTRICT STANDARDS (APPENDIX D).

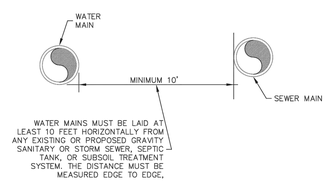
DETAIL
STANDARD MANHOLE



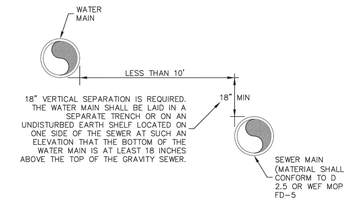
GENERAL NOTES

1. ALL CONCRETE WORK SHALL COMPLY WITH LATEST ACI-318 SPECIFICATIONS.
2. TRACER WIRE SHOWN ENTERING OPPOSITE SIDES FOR CLARITY, WIRES MAY BE INSTALLED PARALLEL THROUGH SAME NOTCH IN PRECAST CONE SECTION.
3. FLOW CHANNEL TO BE SHAPED AS TO NOT ALLOW STANDING WATER PER 3.3.8.
4. MANHOLE SHALL CONFORM TO ASTM C478 AND ALL APPLICABLE DISTRICT STANDARDS (APPENDIX D).

DETAIL
DEAD END MANHOLE

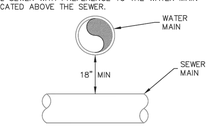


REQUIRED SEPARATION FOR PARALLEL INSTALLATIONS

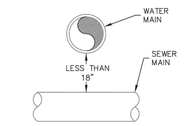


EXCEPTION-REQUIRED SEPARATION FOR PARALLEL INSTALLATION CAN NOT BE ACHIEVED

WATER MAINS CROSSING SEWERS MUST BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE SEWER. THIS MUST BE THE CASE WHERE THE WATER MAIN IS EITHER ABOVE OR BELOW THE SEWER WITH PREFERENCE TO THE WATER MAIN LOCATED ABOVE THE SEWER.

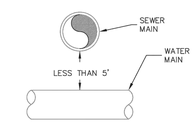


REQUIRED SEPARATION FOR PERPENDICULAR INSTALLATIONS



INSTALL SECONDARY CONTAINMENT ON EITHER THE WATER OR SEWER MAIN. PIPE CASING EXTENDING NO LESS THAN 9-FEET EACH SIDE OF THE CROSSING OR CONCRETE/CONTROLLED LOW STRENGTH MATERIAL (EX. FLOWABLE FILL) ENCASEMENT EXTENDING NO LESS THAN 10-FEET EACH SIDE OF THE CROSSING MAY BE USED. SEE GENERAL NOTE 3.

EXCEPTION A- SEWER UNDER WATER-REQUIRED SEPARATION FOR PERPENDICULAR INSTALLATION CANNOT BE ACHIEVED



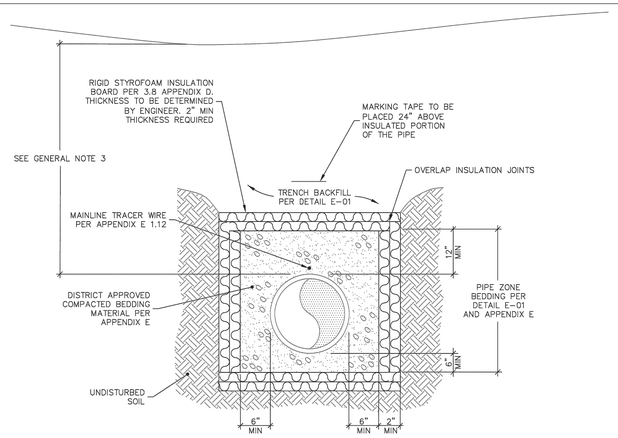
INSTALL SECONDARY CONTAINMENT ON EITHER THE WATER OR SEWER MAIN. PIPE CASING EXTENDING NO LESS THAN 9-FEET EACH SIDE OF THE CROSSING OR CONCRETE/CONTROLLED LOW STRENGTH MATERIAL (EX. FLOWABLE FILL) ENCASEMENT EXTENDING NO LESS THAN 10-FEET EACH SIDE OF THE CROSSING MAY BE USED. SEE GENERAL NOTE 4.

EXCEPTION B- SEWER OVER WATER-REQUIRED SEPARATION FOR PERPENDICULAR INSTALLATION CANNOT BE ACHIEVED

GENERAL NOTES

1. WATER PIPES MUST NOT PASS THROUGH OR COME IN CONTACT WITH ANY PART OF A SEWER MANHOLE. WATER MAIN SHOULD BE LOCATED AT LEAST 10 FEET FROM SEWER MANHOLES.
2. PIPE SEPARATION MUST COMPLY WITH STATE OF COLORADO DESIGN CRITERIA FOR POTABLE WATER SYSTEMS, SECTION 8.8 (ALL DETAILS REGARDING SEPARATION BETWEEN WATER AND SEWER).
3. SECONDARY CONTAINMENT-THE PIPE CASING MUST BE OF WATERTIGHT MATERIAL WITH NO JOINTS. THE CASING PIPE MATERIALS MAY BE STEEL, DUCTILE IRON, FIBERGLASS, FIBERGLASS REINFORCED POLYMER MORTAR (FRPM), OR POLYVINYLCHLORIDE (PVC) WITH SUITABLE CARRIER PIPE SUPPORTS AND CASING PIPE END SEALS.
4. SECONDARY CONTAINMENT REQUIRED UNLESS THE VERTICAL DISTANCE EXCEEDS 5 FEET. THE CASING MUST BE A SINGLE SECTION OF STEEL OR DUCTILE IRON PIPE. THE DESIGN MUST INCLUDE A MEANS TO SUPPORT THE INTERCEPTOR OR SEWER MAIN TO PREVENT SETTLEMENT AND PERMIT MAINTENANCE OF THE WATER MAIN WITHOUT DAMAGE TO THE SEWER PIPE. CROSSINGS INVOLVING JOINTLESS PIPE SUCH AS HDPE, FUSIBLE PVC OR WELDED STEEL DO NOT REQUIRE INSTALLATION OF SECONDARY CONTAINMENT.

DETAIL
WATER & SANITARY SEWER SEPARATION

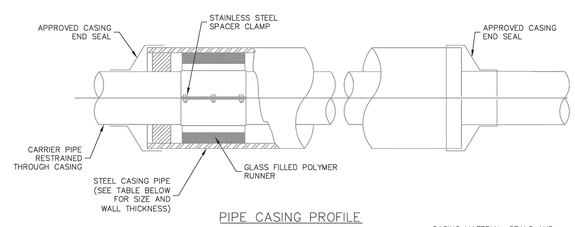


ELEVATION

GENERAL NOTES

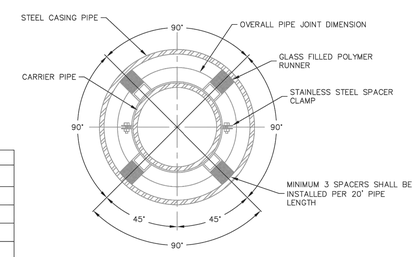
1. CONDITION OF LESS THAN MINIMUM BURY DEPTH IS ALLOWED ONLY WITH WRITTEN APPROVAL FROM THE DISTRICT PRIOR TO CONSTRUCTION. INSULATION SHALL BE INSTALLED ON ALL PIPE THAT DOES NOT MEET MINIMUM BURY REQUIREMENTS.
2. THE USE OF INSULATION MUST BE APPROVED BY THE DISTRICT PRIOR TO INSTALLATION.
3. INSULATION SHALL BE INSTALLED ON ALL PIPES THAT DO NOT HAVE A MINIMUM OF 4.5' OF EFFECTIVE COVER. EFFECTIVE COVER SHALL BE DEFINED AS SEPARATION FROM COLD AIR SOURCES, INCLUDING STORM SEWERS. 1" OF INSULATION BOARD MAY BE SUBSTITUTED FOR EACH 1' OF SOIL COVER (MINIMUM 2" OF INSULATION) REQUIRED TO MEET THE MINIMUM COVER REQUIREMENT.
4. INSULATION SHALL BE DOW HIGHLOAD 100, OWENS CORNING FOAMULAR 1000, OR APPROVED EQUAL. HIGH COMPRESSIVE STRENGTH FOAM BOARD INSULATION IS REQUIRED WITHIN ALL RIGHT OF WAY AND PAVED AREAS.

DETAIL
SEWER PIPE INSULATION



PIPE CASING PROFILE

CASING MATERIAL, SEALS AND SPACERS PER 3.7 APPENDIX D



PIPE CASING CROSS SECTION

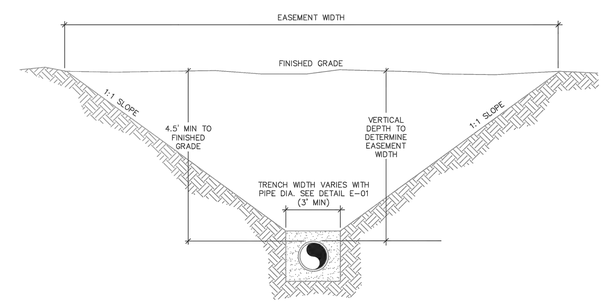
CARRIER PIPE NOMINAL ø	CASING PIPE	
	MIN OD	MIN WALL THICKNESS
4"	12"	0.25"
6"	16"	0.3125"
8"	18"	0.3125"
12"	22"	0.375"
16"	28"	0.500"
20"	32"	0.500"

GENERAL NOTES

1. FOLLOW MANUFACTURER'S RECOMMENDATION, IF IN CONFLICT WITH ERWSD STANDARDS, USE MORE RESTRICTIVE SPECIFICATION.
2. CARRIER PIPE SHALL BE CENTERED AND ALL JOINTS RESTRAINED IN & THROUGH THE CASING PIPE.
3. SEWER MAINS SHALL BE ENCASED SEPARATELY FROM OTHER UTILITIES.
4. ALL FASTENERS SHALL BE T-304 STAINLESS STEEL.
5. MAXIMUM DISTANCE BETWEEN SPACERS SHALL BE 6 FEET ON CENTER.

DETAIL
SEWER MAIN CASING

SEWER PIPE COVER DEPTH	MINIMUM EASEMENT WIDTH REQUIRED
4'6" TO 8'6"	20'
8'7" TO 11'0"	25'
11'1" TO 13'6"	30'
13'7" TO 16'0"	35'
16'1" TO 18'6"	40'
18'7" TO 21'0"	45'
21'1" TO 23'6"	50'



MINIMUM EASEMENT WIDTH

GENERAL NOTES

1. PIPE SHALL BE CENTERED IN EASEMENT.
2. ANY PROPOSED SEWER MAIN DEPTH GREATER THAN 14' DEEP REQUIRES AN ALTERNATIVES ANALYSIS AND DISTRICT APPROVAL.
3. CALCULATE EASEMENT WIDTH AS FOLLOWS:
   W = DEPTH TO TOP OF PIPE X 2 + 3 FEET
   (ROUNDED UP IN 5 FOOT INCREMENTS)

EXAMPLE:
10 FOOT DEEP PIPE = 10 X 2 + 3 = 23 FEET
W = 25 FOOT WIDE EASEMENT ROUNDED

DETAIL
SEWER EASEMENT WIDTH

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4/19/24	Final Plan

Title: SEWER DETAILS

Sheet: C.223

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SEWER SPECIFICATIONS

THE FOLLOWING APPLICABLE CONSTRUCTIONS SPECIFICATIONS ARE A PORTION OF THE THE EAGLE RIVER WATER & SANITATION DISTRICT ("DISTRICT") RULES AND REGULATIONS FOR WATER AND WASTEWATER SERVICE.
TABLES, DRAWINGS, DETAILS AND EXHIBITS REFERENCED BELOW ARE INCLUDED IN THE APPENDICES OF THE DISTRICTS' RULES AND REGULATIONS

SECTION I – GENERAL REQUIREMENTS

1.1 Authority
The Standard Specifications for Sewer Mains (the "Specifications") are promulgated by the Eagle River Water & Sanitation District ("District"). The interpretation and enforcement of the Specifications is hereby delegated to the District Regulations Administrator.

SECTION II – COLLECTION SYSTEM DESIGN AND LAYOUT

2.5.10 Manhole Connections
Any new main connection eight inches (8") or greater within a manhole shall match the crown of pipe to crown of pipe at the highest existing main currently within the manhole.

2.5.11 Location/Marking Tape
All lines connected to District mains in any way shall be marked with the appropriate marking tape per Section 3.6 and shall be placed twenty four inches (24") above the pipe.

2.6.3 Horizontal and Vertical Separation from Potable Water Mains Refer to detail D-11.

(a) Parallel Main Installations and Appurtenances:

Sewer mains and sewer service lines shall be installed at least ten feet (10') horizontally from any existing or proposed water main. The distance shall be measured edge to edge. In cases where it is not practical to maintain a ten foot (10') separation, the District may allow installation of the sewer main closer to a water main utilizing encasement or pressure rated joints, provided that the water main is on a separate trench or on an undisturbed earth shelf located on one side of the main and at an elevation so the bottom of the water main is at least eighteen inches (18") above the top of the sewer main. The District requires a ten-foot (10') separation between water and sewer appurtenances including manholes. If a manhole is installed, it will be measured from outside of manhole to outside of water attribute.

(b) Perpendicular Crossings – Sewer under Water:

If the sewer pipe crosses under the water main but less than eighteen inches (18") of clear space will exist, either the water main or sewer main must be installed with secondary containment. Acceptable options include a pipe casing extending no less than nine feet (9') each side of the crossing. The pipe casing shall be of watertight material with no joints. The casing pipe materials may be steel, ductile iron, fiberglass, fiberglass reinforced polymer mortar (FRPM), or polyvinylchloride (PVC) with suitable carrier pipe supports and casing pipe end seals. Alternatively, concrete or Controlled Low Strength Material (ex. flowable fill) encasement of either pipe extending no less than ten-feet (10') each side of the crossing may be used.

(c) Perpendicular Crossings – Water under Sewer:

If the sewer pipe will cross above or over the water main, either the sewer pipe or water pipe shall be installed with secondary containment unless the vertical distance exceeds five feet (5'). Acceptable options include a pipe casing extending no less than 9- feet each side of the crossing. The casing must be a single section of steel or ductile iron pipe. The design must include a means to support the interceptor or sewer main to prevent settlement and permit maintenance of the water main without damage to the sewer pipe. Alternatively, concrete or Controlled Low Strength Material (ex. flowable fill) encasement of either pipe extending no less than 10-feet each side of the crossing may be used. Crossings involving jointless pipe such as HDPE, fusible PVE or welded steel do not require installation of secondary containment.

SECTION III – MATERIAL SPECIFICATIONS

3.1 General Requirements
All materials must conform to these Material Specifications and shall be new and undamaged. Acceptance of materials, or the waiving of inspection thereof, shall in no way relieve the Applicant of the responsibility for furnishing materials that meet the requirements of these Specifications.

3.2 Pipe and Fittings
The following materials are approved for District mains:

3.2.1 Polyvinyl Chloride (PVC) gravity pipe
Main installations from eight to fifteen inches (8" to 15") in diameter shall conform to ASTM D3034, and shall be either SDR-35/PS46 or SDR-26/PS115.
Main installations from eighteen to twenty-seven inches (18" to 27") in diameter shall conform to ASTM F679 and shall be SDR-26/P115. Push on joints and molded rubber gaskets shall conform to ASTM D3212.
Maximum pipe segment lengths shall be twenty feet (20'). Joint lubricant shall be nontoxic and water-soluble and supplied by the pipe manufacturer.

3.2.2 Polyvinyl Chloride (PVC) pressure pipe

(a) Yelomine
Yelomine pipe shall be SDR-21, restrained joint PVC pressure pipe and fittings having a minimum cell classification of 12454 as defined in ASTM D1784 and materials in conformance with ASTM D2241.

(b) C-900
AWWA C-900 pipe may be used for 8 " through 12" diameter pipe, and shall be pressure class 235 psi, DR18, with push-on joints and flexible elastomeric seals ASTM D3139/ASTM F477. All spigot ends shall be beveled to manufacturer's specifications with gaskets meeting ASTM F477 and joints in compliance with ASTM D3139.

3.2.3 Ductile Iron Pipe (DIP)
Ductile Iron Pipe shall be per ASTM A746, Class 52, 350 psi, AWWAC151. Push-on joints shall be ANSI/AWWA C111/A21.11. Factory applied Protecto 401, or equivalent, ceramic epoxy interior lining for DIP & fittings. Manufactured by U.S. Pipe and Foundry Company/Griffin Pipe Products or approved equal.

3.2.4 Service Line Taps
Factory wyes shall be used for all service line connections with new main installations. See Appendix B for requirements for new service line connections to existing mains.

3.2.5 Transition Adapter
If permitted on a case-by-case basis, Harco transition adapters or Shear Guard couplers may be used for pipe material transitions with prior approval. Fernco couplers shall not be permitted.

3.3 Manholes

3.3.1 Manhole
Manhole sections, base, riser, conical top sections, flat slab tops, and joint sealants between manhole sections shall be in accordance with ASTM C 478. Concrete used in cast in place manhole bases shall be per Section 3.3.10. All cone sections shall be the eccentric type. Openings through manhole risers shall be cored or cast-in, and access opening shall be twenty four-inch (24") diameter. Flat lid slabs are required on manholes with a depth of less than five feet (5') and must be eccentric.

3.3.2 Water Tightness
Manholes shall be watertight and constructed of precast concrete. Barrel sections, cones and frame joints shall all be sealed with a double Rub R Nek, or other equivalent material approved by the District. In areas of high groundwater or otherwise required by the District, a bituminous coating, or approved equal waterproofing material, shall be applied to the exterior of the manhole. Manhole vacuum testing shall be required by the District on all manholes in all areas of high groundwater.

3.3.3 Rings and Covers
Manhole rings and covers shall be heavy duty castings ASTM A 536 or gray cast iron per ASTM A 48 and all components shall be traffic rated to AASHTO HS-20. Ring and cover combined weight shall be greater than 245 pounds and machined to fit securely with a non-rocking cover. Manhole covers shall be twenty-four inch (24") in diameter and have a minimum of twenty-two and one-eighth inches (22-1/8") diameter clearance, have a waffle pattern with a flat lid and the lettering "SEWER" cast on the cover. Covers shall be D & L brand model A-1043 or accepted equal. Precision Cover Systems, Inc. (PCSI) fully-adjustable manhole covers with variable grade rings shall be installed in roadways.

3.3.4 Grade Rings
Grade rings shall be in accordance with ASTM C 478 and the maximum height of grade rings shall not exceed eleven inches (11").

3.3.5 Manhole steps
Steps shall be comprised of grade 60 deformed rebar encased in a polypropylene copolymer plastic with a tread width of fourteen inches (14"). The steps shall be M.A. Industries No. PS2-PF or PS2-PF-DF or approved equal. Steps shall be cast in place during manufacturing of the manhole sections and shall be six inches (6") from face of manhole. The top most step shall be installed between eighteen (18") and twenty-four inches (24") from the rim of the manhole. Manhole steps shall be vertically aligned and plumb. Steps shall be typically spaced at twelve inches on-center vertically with a maximum spacing of sixteen inches (16"). Steps shall not be installed in the "chimney" portion of the manhole. Entry steps shall be located in the barrel and cone sections of the manhole. See Standard Manhole Detail D-01.

3.3.6 Joint Sealant
Joints shall be sealed with Rub-R-Nek LTM or approved equal installed on the inner and outer ring. Sealant shall be a flexible gasket-type of Butyl rubber, Federal Specifications SS-S-210 (210-A), per ASTM C990-09, AASHTO M-198 75 1. Sealant shall be applied on all surfaces between precast concrete adjusting ring and casting, individual precast concrete adjusting rings, and precast concrete adjusting ring and cone joints. A compatible primer or solvent as recommended by manufacturer of butyl base material shall be used to prepare surfaces prior to application of butyl base material and riser rings. Two gaskets with a minimum cross sectional area equivalent to one inch (1") in diameter are required per joint on forty-eight inch (48") diameter manholes. Gaskets for manholes greater than forty-eight inches (48") in diameter shall have a minimum cross sectional area of one and one-half inches (1 ½").

3.3.7 Pipe to Manhole Seal
KOR-N-Seal, A-Lok, or approved equal flexible rubber boot in a cored hole per ASTM C 923 shall be used for installations in pre-cast bases.
For installations in cast-in-place bases (upon approval and on existing mains only), all pipe-to-manhole connections shall use two elastomeric Kor-N-Seal, or approved equal, "O"-ring water stops minimum per ASTM F477.

3.3.8 Flow Channel
The flow channel straight through a manhole should be made to conform as closely as possible in shape and slope to that of the connecting mains and shall have two tenths of a foot (0.2') minimum fall through the channel for a standard manhole. Channel depth and width shall equal the largest pipe diameter. The channel walls should be formed or shaped to the full height of the crown of the outlet main in such a manner as to not obstruct maintenance, inspection or flow in the sewers.

3.3.9 Bench
All manholes shall be constructed with a full bench configuration, in which the top of the invert channel walls shall match the crown of pipe elevation. The horizontal bench surface shall be sloped at a minimum of one-half inch (½") per foot, maximum of one inch (1") per foot with a medium broomed finish, perpendicular to the main direction of flow.

3.3.10 Manhole Base
The foundation for each manhole base shall be prepared by replacing unsuitable material with sub grade stabilization material in accordance with Appendix E-Earthwork.
The manhole base shall be precast (in accordance with ASTM C478) unless the manhole ties into an existing main, in which case a cast-in-place base may be used.
The invert shall be formed and smoothly finished to match the shape and elevation of all pipes connected to the manhole. Where the sewer line is designed with a continuous grade through the manhole, the pipe shall be laid through the manhole location, the top half of the pipe cut out and the manhole base formed around the bottom half of the pipe.
All concrete used in construction of cast-in-place manholes and bases shall be CDOT Class D. Concrete reinforcement shall be epoxy-coated steel reinforcing bars in accordance with ASTM A-615, Grade 60. In instances where a manhole ties into an existing main and a cast-in-place base is used, the first pre-cast manhole section shall be placed on the concrete base structure before the base has taken initial set, or the section shall be grouted into a suitable groove formed in the top of the manhole base.
The first section shall be adjusted to the proper grade and alignment so that it is uniformly supported by the base concrete and not bearing on any of the pipes. The manhole steps shall be located one-foot left or right of the main inflow pipe.
The remaining pre-cast sections shall be placed and aligned to provide vertical sides and alignment of the ladder rungs. Plumbness shall be checked as each barrel section is added. A bitumastic or other approved sealer shall be placed between pre-cast sections so that the completed manhole is rigid and watertight. The sealer shall be placed both on the inside lip as well as the outside lip of each section.

3.3.11 Interior Coatings
For drop manholes (or other applications as identified by the District), manhole interiors shall be coated with a Polyamidoamine Epoxy Primer with Polyamidoamine Epoxy Top Coat such as Tnemec Epoxoline Series L69 or equivalent. Preparation and application shall be per manufacturers' recommendations.

3.4 Concrete/Grout

3.4.1 General Requirements
Contractor shall provide the District Inspector with a specification sheet or mix design from the concrete supplier.

3.4.2 Concrete
All concrete used in construction of cast-in-place manholes and bases shall be CDOT Class D. Construction shall be in conformance with the Detail D-01.

3.4.3 Mortar and Grout
Non-shrink mortar and grout used in the shaping of inverts, grade ring gaps, sealing penetrations, or setting and anchoring cast iron shall consist of one part Type II Portland Cement and two parts of fine, clean sand. Only sufficient water shall be added to provide a stiff, workable cement mixture for proper troweling. Hydrate lime or masonry cement shall not be used. Where relatively thin portions of grout are to be applied (to a flow channel or top of bench) an approved epoxy bonding coat shall be applied to the exposed concrete surfaces prior to grouting.

3.5 Locating Disk
The District will provide green 3M brand Full-Range Disk Marker locating disks to the contractor for stub outs. The contractor shall ensure their correct installation.

3.6 Marking Tape
The installation of green marking tape is required on all sewer mains and service lines.
The tape shall be installed approximately 24 inches (24") above the main or line. The tape shall meet the following specifications:

(a) Five (5)-mil thick Polyethylene material.

(b) Solid green color with black lettering.

(c) Six inches (6") in width.

3.7 Casing Material and Spacers
Carrier pipes to be installed inside casings shall be installed with self-restraining casing spacers. Casing spacers shall provide axial thrust restraint to prevent pipe joint deflection during and after installation. They shall also provide dielectric insulation between the carrier pipe and the casing and facilitate installation of the carrier pipe into the casing. See Sewer Main Casing Detail D-5. Pipe casing shall be smooth wall welded steel ASTM A-53 Grade B cylinder fabricated in accordance with AWWA C200. External loading shall be AASHTO HS-20 highway or E-80 railroad loading, railroad loading plus jacking load. Casing joints shall have ends beveled for field welding, be butt welded with complete joint penetration welds around the entire circumference of the pipe, and be formed and accurately manufactured so that when pipes are placed together and welded they form a continuous casing with a smooth and uniform interior surface. Interlocking joints shall be Permalok Interlocking Pipe Joining System.
Casing spacers shall be stainless steel, two piece bolt-on style, minimum fourteen (14) gauge thickness and a minimum length of eleven inch (11"); casing spacers shall be installed every six feet (6') of the pipeline to support the pipe barrel and the weight of its contents, or at an appropriate spacing as determined by the engineer. The four runners shall be eleven inches (11") long at a minimum and manufactured of high abrasion resistant, low coefficient of friction, glass filled polymer. Runner heights shall be set to center the carrier pipe in the casing. Risers shall be ten (10) gauge maximum, and the coating shall be fusion-bonded epoxy or heat fused PVC. Casing spacer models shall be Uni-Flange Series UFRCS1300, Advance Products and Systems, Inc. SI-12; Pipeline Seal and Insulator, Inc. C12G or approved equivalent.
Restrained casing spacers shall be provided at all pipe joints. Restrained casing spacers shall be UniFlange Series UFRCS1390 P or approved equivalent.
Casing end seals shall be preformed and designed to prevent entry of water or loss of material from casing. The end seals shall be made of one-eighth inch (1/8") thick 60 durometer EPDM or neoprene rubber held together with mastic strips to seal the edges.
The seals shall overlap the casing pipe by two inches (2") and shall be held on with AISI 304L stainless steel worm gear clamps. Casing end seals shall be Advance Products and Systems, Inc. AC or AW; Pipeline Seal and Insulator, Inc. C or W; or approved equivalent.

3.8 Tracer Wire (REQUIRED)
See Appendix E

SECTION IV – PIPE INSTALLATION & CONSTRUCTION

4.1 Safety
Job site safety shall be the responsibility of the contractor. The District Inspector may refuse to enter a jobsite if deemed unsafe by Occupational Health and Safety Act (OSHA) standards. Failure to provide a safe jobsite may prevent the District from conducting an inspection.

4.2 Handling of Materials
Pipe and fittings shall be loaded and unloaded by lifting so as to avoid shock or damage. Under no circumstances shall material be dropped. If, however, any part of the pipe is damaged, the replacement or repair of the damaged pipe shall be done to the satisfaction of the District. Any pipe or fittings that are not acceptable to the District shall be removed from the job site immediately. All pipe-handling equipment and pipe handling methods shall be in accordance with the methods and equipment recommended by the manufacturer.
Under NO circumstance shall forks be inserted into any pipe and or fitting.
Pipe shall be stored and handled in accordance with manufacturer's recommendations.
Any pipe with UV degradation or bowing may be rejected by the District Inspector. All pipe shall be delivered to the project site and stored with factory applied end caps intact.

4.3 Inspection and Preparation of Pipe and Fittings
Before placing pipe in the trench, each pipe or fitting shall be thoroughly cleaned of all foreign material, kept clean at all times thereafter, and carefully examined for cracks, warping, or any other defects before installation. Bell ends and spigot ends are to be examined and free of defects. Following the inspection, end caps shall be replaced prior to placing the pipe in the trench.
All lumps, blisters and excess coatings shall be removed from the pipe and fitting, and the outside of the spigot and the inside of the bell shall be wiped clean, dry and free from oil and grease before the pipe or fitting is installed. Dirt and any other material must be removed from the barrel of the pipe before installation.

4.4 Cutting and Fitting of Pipe
Pipe shall be cut in accordance with manufacturer's recommendations, whenever necessary, to conform to location of fittings, line, or grade. All cuts, when required, shall be straight, true and beveled and may be made with plastic pipe cutters or completed per the DIPRA Guidelines for Field Welding and Cutting Ductile Iron Pipe (August 2015). All burrs shall be removed from the ends of cut pipe and the ends of the pipe lightly rasped or filed.

4.5 Pipe Alignment and Grade
Manholes shall be installed at staked locations and elevations. Main installation stakes for alignment and grade shall be set by a surveyor under the guidance of a Professional Land Surveyor who is registered in the State of Colorado.
Pipe shall be installed at a constant grade from manhole to manhole. No grade breaks or low spots will be accepted. Pipe shall be installed with the bell ends facing in the direction of installation, unless directed otherwise by the District. Where pipe is to be installed on a grade of ten percent (10%) or greater, the installation shall start at the bottom and shall proceed upward with the bell ends of the pipe up grade.

4.6 Temporary Plugs
A mechanical pipe plug shall be used as a temporary plug during line installation to isolate the mainline extension from the existing collection system. All temporary plugs shall be provided by the Contractor.

4.7 Frost
No pipe or appurtenant structure shall be installed upon a foundation into which frost has penetrated, or if at any time there is danger of ice formation. No pipe or appurtenant structure shall be installed unless backfilling can be completed before the formation of ice and frost.

4.8 Lowering of Material into the Trench
Proper implements, tools and facilities satisfactory to the District shall be provided and used by the Contractor for the safe and convenient performance of the work. All pipe, manholes, and accessories shall be carefully lowered into the trench piece by piece by means of suitable tools and equipment, in such a manner as to prevent damage to the materials. Under no circumstances shall the materials be dropped or dumped into the trench.
If damage occurs to any pipe, manholes or main accessories in handling, the District inspector may reject the damaged material at the discretion of the inspector.

4.9 Installation of Pipe

4.9.1 General Requirements
Factory applied end caps shall remain installed on the pipe while it is being placed in the trench to prevent foreign material from entering the pipe. The end cap shall be left in place until the connection is to be made to the adjacent pipe. During installation, no debris, tools, clothing or other foreign materials shall be placed in the pipe.
As each length of pipe is placed in the trench, the spigot end shall be centered in the bell and the pipe inserted to the manufacturer's recommended depth with a slow steady pressure without jerky or jolting movements and brought to correct line and grade. The pipe shall be secured in place with bedding material tamped under it, except at the bells. Precautions shall be taken to prevent dirt from entering the joint space. No wooden blocking shall be left at any point under the pipeline. All pipe joints shall be uniform and smooth transitions shall exist from joint to joint or fitting.
See Appendix E for bedding, backfill and compaction requirements.

4.9.2 Ductile Iron Pipe
Push-On Joints: The inside of the bell, the outside of the spigot end, and the rubber gasket shall be thoroughly cleaned to remove oil, grit, excess coating, and other foreign matter. The rubber gasket shall be flexed inward and inserted into the gasket recess of the bell socket. NSF-61 approved gasket lubricant per the manufacturers recommendations shall be applied to either the inside face of the gasket, and the spigot end of the pipe, per the manufacturer's recommendations.
The spigot end of the pipe shall be placed in the bell end with care to prevent the joint from contacting the ground. Pipe furnished without a depth mark on the spigot end shall be marked before assembly to ensure insertion to the manufacturer's recommended depth. The pipe shall be kept in straight alignment and the joint shall be completed by inserting the pipe to the manufacturer's recommended depth with a slow, steady pressure by using a long pry bar, jack, lever puller, or backhoe bucket. A timber header should be used between the pipe and the jack or backhoe bucket to avoid damage to the pipe.
Upon completion of joining push-on joint pipe, an inspection shall be made to ensure that the gasket is correctly aligned in the gasket recess of the bell socket and not twisted or turned.

4.9.3 Polyvinyl Chloride Pipe
Elastomeric Gasket Joints: Immediately before joining two (2) lengths of PVC pipe, the inside of the bell or coupling, the outside of the spigot and the elastomeric gasket shall be thoroughly cleaned to remove all foreign material.
Lubrication of the joint and rubber gasket shall be done in accordance with the pipe manufacturer's specifications.
Care shall be taken that the correct elastomeric gasket, compatible with the annular groove of the bell, is used. Insertion of the elastomeric gasket in the annular groove of the bell or coupling must be in accordance with the manufacturer's recommendations.
The spigot and bell or coupling shall be aligned and inserted to the manufacturer's recommended depth or reference line. Installation or pushing shall be done in a smooth, steady motion. Upon completion of joining the pipe, an inspection shall be made to assure that the gasket is correctly aligned in the gasket recess of the bell socket and not twisted or turned. NO deflection will be allowed at a joint of PVC pipe.

4.9.4 Yelomine Pipe
Installation of Yelomine pipe shall be in accordance with the manufacturer's recommendations and specifications. Cleanout caps shall be installed with nonpermanent gaskets where applicable.

4.9.5 Job-Mixed Concrete
Job-mixed concrete shall be thoroughly mixed to combine aggregates, cement, and water into a uniform mass.

4.9.6 Ready-Mixed Concrete
Said materials must be proportioned, mixed and transported in accordance with ASTM C94. Any concrete not plastic and workable when it reaches project shall be rejected.
See Section 3.4 for material specifications.

4.10 Manholes
Manholes shall be precast, watertight and constructed in accordance with the District's standard details and per Section 3.3. For precast manhole bases, the area underneath the manhole base shall be excavated and bedding material shall be placed and compacted to 95% Modified Proctor the required elevation. The manhole base shall then be lowered into the trench and checked for proper bearing on the subgrade, proper elevation and orientation to receive the incoming and outgoing sewers at the designated invert elevation. If the invert elevation varies by more than plus or minus one half inch (1/2") from the designated invert elevation, the base shall be removed and reset. The concrete invert channel and bench shall be constructed following the connection of all sewer pipes to the manhole. The flow channel shall be smooth and true to the sewer pipe invert elevations, with uniform cross section and slope, either straight or with a continuous curve between inlet and outlet of pipes. To eliminate free fall conditions in a manhole resulting from invert elevation differentials between incoming and outgoing pipes, the Contractor shall form and construct suitable channels in the bottom of the manhole connecting the inverts. Shape channel base and bench per Sections 3.3.8 and 3.3.9, respectively. New manholes shall have pre-formed holes for pipe installation and existing manholes shall be cored to install pipe and connector. Chip existing concrete
bench inside manhole and shape smooth continuous invert for connections to existing manholes. All pipe-to-manhole connections and grade adjustment rings shall be sealed and grouted with non-shrink materials and be watertight. All lift holes shall be filled with non-shrink grout.
All dimensions, locations and elevations shall be coordinated by the Applicant and Contractor and meet the requirements of the District. Cast-in-place manhole bases will only be allowed when connecting to an existing main.

4.11 Service Lines
Refer to Appendix B, Section II.

SECTION V – TESTING AND ACCEPTANCE

5.1 General Requirements for Connections
Connections to the District system shall be inspected and approved by the District prior to backfilling.

5.1.1 Service Connections
Refer to Appendix B.

5.1.2 Connections to Manholes
All connections shall match the crown of pipe to crown of pipe at the highest existing main or per the direction of the District. All new main installations shall require reformed benches that meet all District standards.

5.2 Testing – Sewer Mains

5.2.1 Alignment
Straight alignment shall be checked by using either a laser beam or lamping.

5.2.2 Low Pressure Air Testing – General Requirements
The air test shall, as a minimum, conform to the test procedure described in ASTM F 1417 Standard Practice for Installation Acceptance of Plastic Non-Pressure Sewer Lines Using Low-Pressure Air. Deflection testing should occur prior to air test.

5.2.3 Low Pressure Air Testing Procedure

(a) Lines must be cleaned by flushing or by other means before the low pressure air test is to begin.

(b) Isolate the sewer line to be tested and ensure that all other outlets from which air could escape are properly sealed. In this step of the procedure, it is necessary to inspect the manhole invert being plugged to be sure that it has no damage which will be covered by the plug and not detected with the low-pressure air test.

(c) Determine the duration of the test by using the accompanying tables at the end of this section.

(d) Begin the test by connecting the air source to the inlet tap. Slowly add air until the internal pressure of the test section reaches a pressure 4.0 psig. If ground water back pressure exists, it must be quantified by the Engineer prior to testing.

(e) After the constant pressure of 4.0 psig is obtained, regulate the air supply so that the pressure is maintained between 3.5 to 4.0 psig for at least 2 min. Depending on air/ground temperature conditions, the internal air temperature will stabilize in equilibrium with the temperature of the pipe walls. The pressure will normally drop slightly until equilibrium is obtained; however, a minimum of 3.5 psig is required.

(f) Once the pressure has stabilized to 4.0 psig (plus the average ground water back pressure, if applicable) disconnect the air supply from the control panel. Observe the continuous monitoring gauge and decrease the internal pressure to no less than 3.5 psig. At a reading of 3.5 psig or within the range of 3.5 to 4.0 psig, stop decreasing the pressure and commence timing with a stopwatch or watch with a second hand or digital readout in minutes and seconds with an accuracy of 0.1.s.

(g) Once the predetermined time period from the formula or table above has elapsed, observe the continuous monitoring gauge to obtain the amount of pressure lost during the test duration. If the pressure drop is found to be less than 1.0 psig (or 0.5 psig in circumstances where a shorter test duration is desired), the section is presumed to be free of any leaks or defective joints. If the pressure drop is 1.0 psig or greater (0.5 psig or greater in circumstances where a shorter test duration is desired), the test section has failed due to excessive pressure loss. When low-pressure air testing of a sewer line results in a failure the Contractor, at his/her own expense, shall detect the leak or defect and repair or replace whatever is necessary to remedy such defect in a manner acceptable to the Owner.

See TABLE D-3 for Minimum Time for a 1.0 psig Pressure Drop for Size and Length of Pipe for Q = 0.0015
See Table D-4 for Minimum Time for a 0.5 psig Pressure Drop for Size and Length of Pipe for Q = 0.0015

5.3 Manhole Testing – General Requirements

Manhole vacuum testing shall be required by the District on all manholes in all areas of high groundwater via the vacuum test per ASTM C1244, "Standard Test Method for Concrete Sewer Manholes by the Negative Air Pressure (Vacuum) prior to backfill.

5.3.1 Manhole Testing Procedure

(a) Plug all inlets and outlets.

(b) Install the vacuum tester head assembly on the manhole.

(c) Attach the vacuum pump assembly to the proper connection on the test head assembly. Make sure the vacuum inlet/outlet valve is in the closed position.

(d) Inflate the sealing element to twice the test pressure to be used. Do not over inflate.

(e) Start the vacuum pump assembly engine and allow preset RPMs to stabilize.

(f) Open the inlet/outlet ball valve and evacuate the manhole to ten-inch (10") Hg (mercury) that is equivalent to approximately 5 PSIG (0.3 bar) backpressure.

(g) Close the vacuum inlet/outlet ball valve, disconnect the vacuum pump and monitor the vacuum for one (1) minute.

(h) Allowable leakage - less than one-inch (1") Mercury (Hg) in one (1) minute.

(i) All manholes that do not meet the minimum amount for the leakage rests must be repaired and re-tested.

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Belden Place PUD
South Minturn Addition
Lots 29, 31 & 32
Minturn, Colorado

PLANS ARE NOT FOR CONSTRUCTION UNLESS STAMPED "APPROVED FOR CONSTRUCTION" BY PROPER AUTHORITIES.

DATE	REVISION
2/15/22	Easement Coordination
3/20/24	Final Plan Resubmittal
4/15/24	Final Plan Revised
4/19/24	Final Plan

Title: SEWER CONSTRUCTION SPECIFICATIONS 1

Sheet: C.224

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SEWER SPECIFICATIONS - CONTINUED

Prior to construction/final acceptance of any sanitary sewer line by the District, the main shall be inspected internally by television as outlined in this Section. Leakage testing shall be performed prior to televising. The complete job is ready for television inspection when the following work has been completed.

(a) All sewer pipelines are installed and backfilled.

(b) All attributes are in place, all inverts are complete and pipelines are accessible.

(c) All other underground facilities, utility piping and conduits are installed.

(d) Pipelines have been jet cleaned.

(e) Final air test has been completed.

When the above work is complete, the Contractor shall arrange for the television inspection. The Contractor of the project will notify the District in writing as to the scheduled date of the television inspection.
After conditions a through e as outlined above, are met, the entire job will be televised.

(a) A video. accompanied by Standard Form 6.3 shall document defects requiring correction.

(b) If no deficiencies are observed, the work will be considered satisfactory.

There is no acceptance tolerance for defects such as high and low spots, joint separations, offset joints, chipped ends, cracked or damaged pipe, dimples or bumps in the pipe, or groundwater infiltration.

5.4.1 Inspection Format
Sanitary sewer lines shall be inspected by means of remote CCTV. All CCTV work shall conform to current NASSCO-PACP standards. Contractor shall provide the District with CCTV inspections (video and data collected) entirely in electronic format. Mains shall be tested with three and a half (3.5) gallons of water per minute flowing during televising and shall follow the direction of flow. The camera must be centered in the pipe and the speed of travel shall be slow enough to inspect each pipe joint, and tee connection, and should not, at any time, be faster than 30 feet per minute. The documentation of the work shall consist of PACP CCTV Reports, PACP database, logs, electronic reports, etc. noting important features encountered during the inspection. All CCTV video observations shall be identified by audio and recorded on the District Standard Form 6.3 and is required to accompany each submittal.

5.4.2 CCTV Video Content
Submitted CCTV videos shall include:

(a) Footage indicator

(b) Running time

(c) Date

(d) Location

(e) Beginning (upstream) and ending (downstream) manhole numbers for each run. Manhole numbers corresponding with the District's GIS mapping system shall be obtained by the District field inspector.

5.4.3 District Review
The Contractor will be notified in writing of any deficiencies revealed by the television inspection that require repair. If corrective work is indicated and the Contractor wishes to view CCTV videos, he shall contact the District to set a time for the viewing.

5.4.4 Correction of Deficiencies
Those segments of the pipeline system that have been corrected must be re-televised. The procedure outlined in above will be repeated until all deficiencies observed by television inspection have been corrected to the complete satisfaction of the District. Prior to submittal to the District, the CCTV videos shall be reviewed by the Engineer, Applicant, and Contractor for any defect that may be visible. If CCTV videos and cut sheets are submitted to the District that are deemed "unacceptable," the Contractor shall be charged for the time taken by District personnel to review the CCTV videos. The minimum charge shall be one hundred dollars ($100).

5.5 Sewer Main Repairs
All proposed repairs must be approved by the District Inspector prior to actual repair. Once repair has been made, inspection will be required by a District Inspector. There will be no exception to this requirement. If a repair and/or correction is made in a sewer line segment, the entire line segment shall be required to be re-televised with water flowing. A line segment is defined as the entire length of sewer line from manhole to manhole.

5.6 Protection of Existing Sewer System
On the outlet of the connection point to the existing District sewer main, a mechanical plug shall be installed to prevent any flow, debris and or material from the newly constructed main line from entering the District's system. The plug shall be normally set on the downstream outlet of the manhole. Plugs shall be installed per the direction of the District's Inspector. The plug shall be a mechanical-type device and is to be secured to the existing manhole to prevent loss of plug. The plug shall not be removed until Construction Acceptance has occurred. The Contractor shall be required to make routine inspections of the mechanical plug to insure that no leaking is occurring. If a leak is found, the Contractor shall immediately notify the District and take corrective action. The District may perform a video inspection of existing sewer mains that could potentially be impacted by construction activities prior to the start of construction and after the completion of construction. Any damage to existing facilities caused by the Contractor shall be repaired at the Contractor's expense.

5.7 Manhole Abandonment
Manholes to be abandoned in place shall have all pipes entering or exiting the structure plugged with lean concrete or controlled low strength material backfill (Flo-Fill). For manholes with existing pipes too large to plug with fill, a bulkhead shall be constructed on the inside of the manhole to prevent the fill from entering the pipes. Manhole tops or cone section shall be removed to the top of the full barrel diameter section or to a point not less than eighteen (18) inches below final grade. The structure shall then be backfilled with lean concrete or Flo-Fill. Surface restoration shall be completed to match the surrounding areas.

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Belden Place PUD

South Minturn Addition
Lots 29, 31 & 32
Minturn, Colorado

PLANS ARE NOT FOR CONSTRUCTION UNLESS STAMPED "APPROVED FOR CONSTRUCTION" BY PROPER AUTHORITIES.

DATE	REVISION
2/15/22	Easement Coordination
3/20/24	Final Plan Resubmittal
4/15/24	Final Plan Revised
4/19/24	Final Plan

Title:
SEWER CONSTRUCTION SPECIFICATIONS 2

Sheet:
C.225

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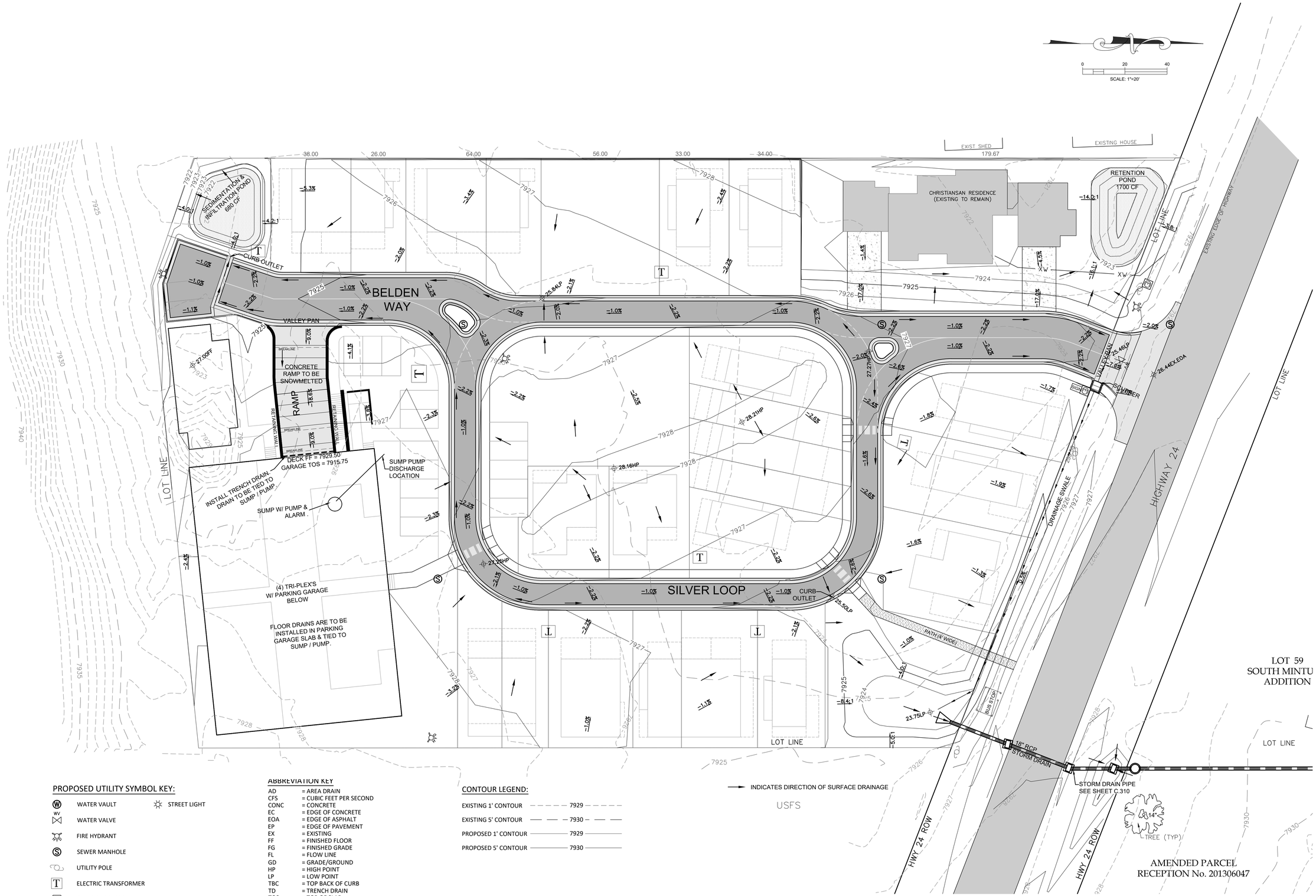

PROPOSED UTILITY SYMBOL KEY:

- WATER VAULT
- WATER VALVE
- FIRE HYDRANT
- SEWER MANHOLE
- UTILITY POLE
- ELECTRIC TRANSFORMER
- CABLE TV PEDESTAL
- ELECTRIC SPLICE VAULT
- STREET LIGHT

ABBREVIATION KEY

AD	= AREA DRAIN
CFS	= CUBIC FEET PER SECOND
CONC	= CONCRETE
EC	= EDGE OF CONCRETE
EOA	= EDGE OF ASPHALT
EP	= EDGE OF PAVEMENT
EX	= EXISTING
FF	= FINISHED FLOOR
FG	= FINISHED GRADE
FL	= FLOW LINE
GD	= GRADE/GROUND
HP	= HIGH POINT
LP	= LOW POINT
TBC	= TOP BACK OF CURB
TD	= TRENCH DRAIN
TOS	= TOP OF SLAB
TOW	= TOP OF WALL
TYP	= TYPICAL
WH	= WALL HEIGHT
TOW	= TOP BACK OF WALK
EL	= ELEVATION
TOP	= TOP OF PIPE

CONTOUR LEGEND:

- EXISTING 1' CONTOUR — 7929
- EXISTING 5' CONTOUR — 7930
- PROPOSED 1' CONTOUR — 7929
- PROPOSED 5' CONTOUR — 7930

INDICATES DIRECTION OF SURFACE DRAINAGE

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2/15/22	Easement Coordination
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4/15/24	Final Plan Revised
4/19/24	Final Plan

Title: GRADING & DRAINAGE PLAN

Sheet: C.300

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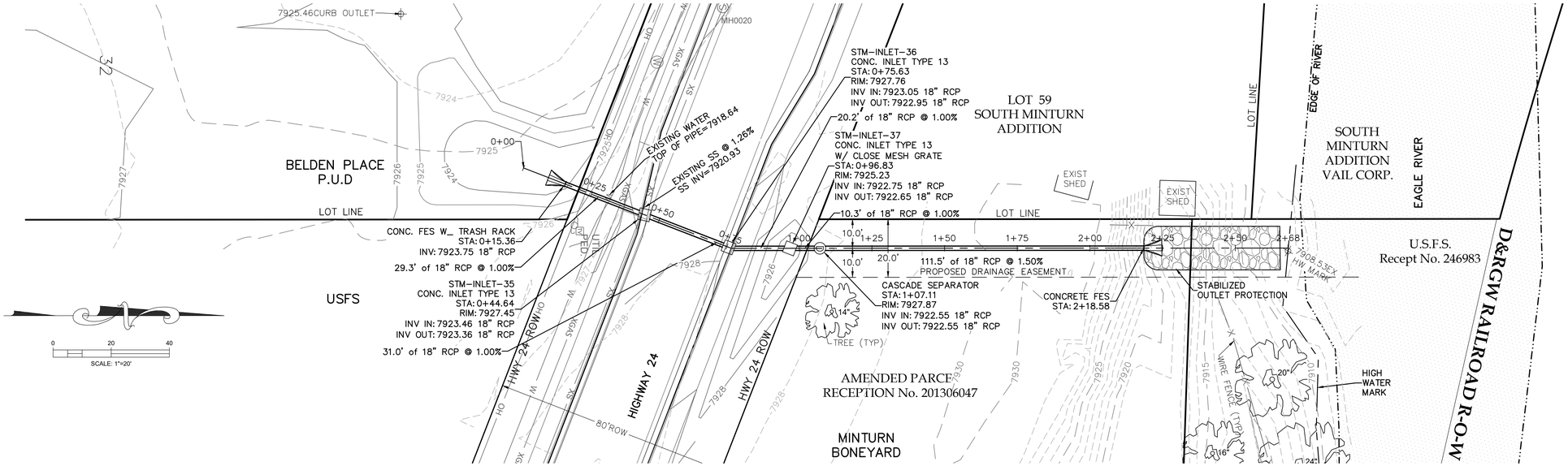
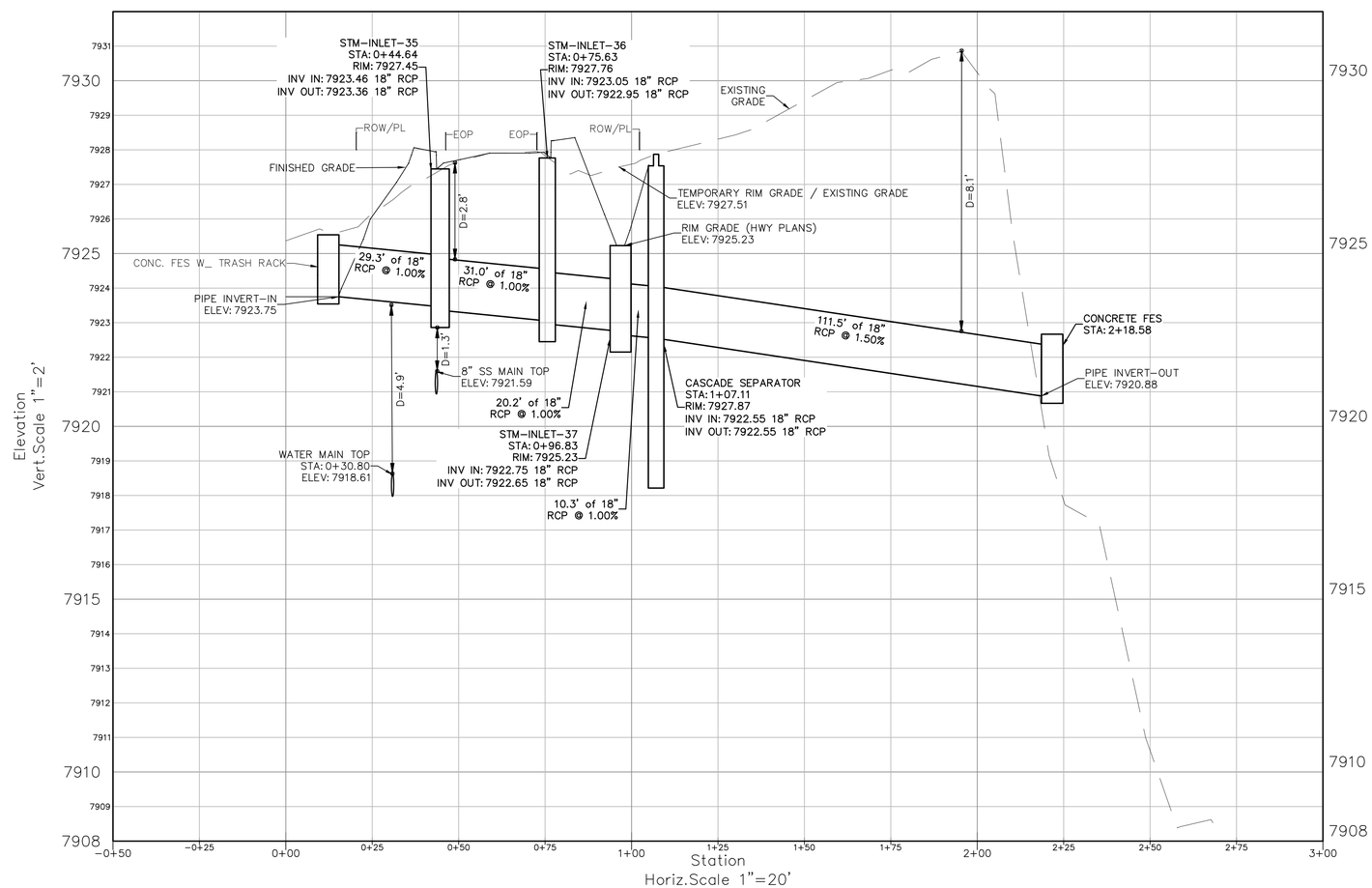


Highway 24 Storm Drain Profile



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4/15/24	Final Plan Revised
4/19/24	Final Plan

Title:

HIGHWAY 24
STORM DRAIN
PLAN & PROFILE

Sheet:

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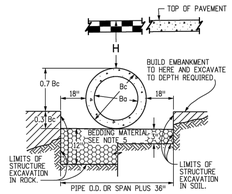


NOTE: Bc IS THE OUTSIDE DIMENSION FOR DIAMETER, SPAN OR RISE.

PIPE INSTALLATION
(WITH 0.7 PROJECTION RATIO)

CIRCULAR (CIR) △ PIPE SIZE= Ba (INSIDE DIA)	WALL THICKNESS	0.3 Bc (OUTSIDE DIA)	VERTICAL ELLIPTICAL (VE) SPAN	RISE	WALL THICKNESS	0.3 OUTSIDE RISE	HORIZONTAL ELLIPTICAL (HE) SPAN	RISE	WALL THICKNESS	0.3 OUTSIDE RISE
IN.		FT.		IN.		FT.		IN.		FT.
12	2	0.40								
15	2-1/4	0.49								
18	2-1/2	0.58					23	14	2-3/4	0.49
21	2-3/4	0.66								
24	3	0.75					30	19	3-1/4	0.66
27	3-1/4	0.84					34	22	3-1/2	0.73
30	3-1/2	0.92					38	24	3-3/4	0.79
33	3-3/4	1.01								
36	4	1.10	29	45	4-1/2	1.35	45	29	4-1/2	0.95
42	4-1/2	1.28	34	53	5	1.58	53	34	5	1.10
48	5	1.45	38	60	5-1/2	1.78	60	38	5-1/2	1.23
54	5-1/2	1.62	43	68	6	2.00	68	43	6	1.38
60	6	1.80	48	76	6-1/2	2.23	76	48	6-1/2	1.53
66	6-1/2	1.97	53	83	7	2.43	83	53	7	1.68
72	7	2.15	58	91	7-1/2	2.65	91	58	7-1/2	1.83
78	7-1/2	2.32	63	98	8	2.85	98	63	8	1.98
84	8	2.50	68	106	8-1/2	3.08	106	68	8-1/2	2.13
90	8-1/2	2.68	72	113	9	3.28	113	72	9	2.25
96	9	2.85	77	121	9-1/2	3.50	121	77	9-1/2	2.40
102	9-1/2	3.02	82	128	9-3/4	3.69	128	82	9-3/4	2.54
108	10	3.20	87	136	10	3.90	136	87	10	2.68

△ ALSO EQUIVALENT ROUND DIMENSION FOR ELLIPTICAL PIPE.

DIMENSIONS FOR REINFORCED CONCRETE PIPE
(FOR INFORMATION ONLY)

GENERAL NOTES

REINFORCED CONCRETE PIPE

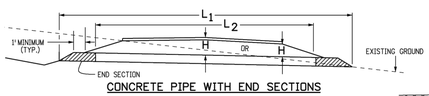
1. FILL HEIGHTS GREATER THAN MAXIMUM ALLOWED IN THE HEIGHTS OF FILL TABLE ON THIS SHEET REQUIRE SPECIAL DESIGN OF STRUCTURE.
2. PIPE DESIGN IS BASED ON SAFETY FACTOR OF 1.33 ON ULTIMATE STRENGTH.
3. THE HEIGHTS OF FILL OVER TOP OF PIPE ARE BASED ON UNIT WEIGHT OF SOIL AT 135 LBS. PER CUBIC FT.
4. PIPE CLASS IS DETERMINED FROM O.01 IN. CRACK D-LOAD.
5. BEDDING IS CLASS B (MODIFIED) (FROM CONCRETE PIPE DESIGN MANUAL-AMERICAN CONCRETE PIPE ASSOCIATION) WITH SETTLEMENT RATIO R = 0.0 ρd (YIELDING BED). BEDDING MATERIAL FOR RIGID PIPE IN SOIL SHALL BE 3 IN. LOOSE THICKNESS STRUCTURE BACKFILL CLASS 2. BEDDING MATERIAL FOR RIGID PIPE IN ROCK SHALL BE 12 IN. LOOSE THICKNESS STRUCTURE BACKFILL CLASS 1.
6. CHANGES IN DESIGN FACTORS REQUIRE COMPENSATING CHANGES IN PIPE DESIGN.
7. MINIMUM WALL THICKNESS DIMENSIONS ARE BASED ON AASHTO M 170 (WALL B) FOR CIRCULAR PIPE, AND AASHTO M 207 FOR ELLIPTICAL PIPE.
8. SPACING FOR MULTIPLE PIPE INSTALLATIONS SHALL CONFORM TO THE DETAILS SHOWN ON STANDARD PLAN M-206-1.
9. WHEN A PIPE IS TO BE EXTENDED, THE SAME PIPE MATERIAL AND SIZE AS IN THE ORIGINAL PIPE INSTALLATION SHALL BE USED.

NONREINFORCED CONCRETE PIPE

1. AT THE OPTION OF THE CONTRACTOR, NONREINFORCED CONCRETE PIPE CONFORMING TO AASHTO M 86 MAY BE USED IN LIEU OF REINFORCED CONCRETE PIPE FOR ALL SIZES 36 INCHES IN DIAMETER AND SMALLER. THE NONREINFORCED CONCRETE PIPE SHALL MEET THE SAME D-LOAD TO PRODUCE THE ULTIMATE LOAD UNDER THE THREE-EDGE BEARING METHOD AS SPECIFIED FOR REINFORCED CONCRETE PIPE IN CONFORMANCE WITH AASHTO M 170. THE CONTRACTOR SHALL PROVIDE WRITTEN CERTIFICATION OF CONFORMANCE. THE WALL THICKNESS OF THE NONREINFORCED PIPE MAY BE INCREASED AS REQUIRED TO MEET D-LOAD REQUIREMENT.
2. ALL REQUIREMENTS FOR REINFORCED CONCRETE PIPE, EXCEPT THOSE REFERRING TO REINFORCEMENT, SHALL APPLY TO NONREINFORCED CONCRETE PIPE.

GENERAL NOTES

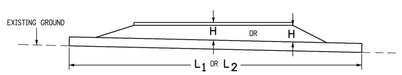
1. DIMENSIONS OF END SECTIONS MAY VARY SLIGHTLY FROM THOSE SHOWN ON THE TABLES DUE TO DIFFERENT MANUFACTURERS' CONFIGURATIONS.
2. CONCRETE END SECTIONS SHALL BE FURNISHED WITH TONGUE OR GROOVE AS REQUIRED.
3. DESIGN LENGTH OF PIPE OR SIDE DRAIN IS BASED ON LENGTH OF END SECTION SHOWN IN TABLE. ANY ADDITIONAL PIPE REQUIRED TO PROVIDE THE DESIGN LENGTH SHALL BE FURNISHED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE PROJECT.
4. THE INSIDE CONFIGURATION AND THE JOINT OF CONCRETE END SECTION AND PIPE SHALL MATCH.
5. END SECTIONS FOR CMP ARCH PIPE SHALL MATCH THE DIMENSIONS OF THE PIPE SHOWN ON THE PLANS.
6. GALVANIZED TOE PLATE AS SHOWN IS REQUIRED ON END SECTIONS FOR CORRUGATED STEEL PIPE AND SHALL BE THE SAME THICKNESS AS END SECTIONS. TOE PLATE SHALL BE FIELD-BOLTED TO END SECTION WITH 3/8 IN. GALVANIZED BOLTS, NUTS AND WASHERS.
7. GALVANIZED STEEL SHALL CONFORM TO AASHTO M 111, M 218 OR M 232.
8. CONCRETE PIPE JOINT FASTENERS, WHERE SHOWN ON PLANS, SHALL BE INSTALLED SO THAT A MINIMUM OF 15 LINEAR FEET OF THE OUTLET END OF THE PIPE ARE MECHANICALLY LOCKED TOGETHER. END SECTION LENGTHS WHEN USED, SHALL BE INCLUDED IN THE 15 LF REQUIREMENT.
9. CONNECTIONS OF METAL END SECTIONS TO PLASTIC PIPE SHALL BE APPROVED BY THE ENGINEER. PLASTIC END SECTIONS SHALL NOT BE USED.
10. THE END SECTION STYLE, EITHER REGULAR OR SAFETY, SHALL BE AS SHOWN ON THE PLANS.
11. AT THE OPTION OF THE CONTRACTOR AND APPROVAL OF THE CDOT PROJECT ENGINNER, REINFORCED CONCRETE END SECTIONS MAY BE MADE WITH SYNTHETIC FIBERS INSTEAD OF STEEL FOR PIPES 36 INCHES IN DIAMETER AND SMALLER, AND CONFORM TO AASHTO M 86 AND SUBSECTION 601.03.



CONCRETE PIPE WITH END SECTIONS

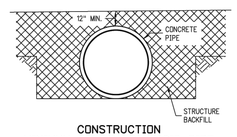
NOTE: USE THE H THAT IS GREATER FOR MAXIMUM ALLOWABLE FILL HEIGHT.

H = HEIGHT OF FILL OVER TOP OF PIPE, INCLUDING PAVEMENT THICKNESS.
L_1 = LENGTH OF PIPE TO BE MEASURED WHEN PLACED IN ACCORDANCE WITH SECTION 624.
L_2 = LENGTH OF PIPE TO BE MEASURED WHEN PLACED IN ACCORDANCE WITH SECTION 603.



CONCRETE PIPE WITHOUT END SECTIONS

NOTE: USE THE H THAT IS GREATER FOR MAXIMUM ALLOWABLE FILL HEIGHT.

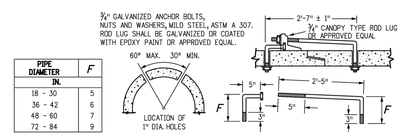


CONSTRUCTION
MINIMUM COVER FOR RIGID PIPE

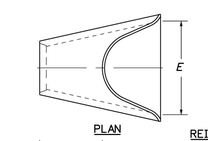
TYPE OF PIPE	HEIGHT OF FILL OVER TOP OF PIPE, H (FEET)				
	CLASS OF PIPE (0.01 IN. CRACK D-LOAD)				
	CLASS CIR II CLASS VE II CLASS HE II 1000 D	CLASS CIR III CLASS VE III CLASS HE III 1350 D	CLASS CIR IV CLASS VE IV CLASS HE IV 2000 D	CLASS CIR V CLASS VE V 3000 D	CLASS VE VI 4000 D
CIRCULAR (CIR)	1 TO 18	1 TO 25	± 25 TO 37	± 37 TO 45	
VERTICAL ELLIPTICAL (VE)	1 TO 18	1 TO 25	± 25 TO 37	± 37 TO 45	± 45 TO 62
HORIZONTAL ELLIPTICAL (HE)	1 TO 18	1 TO 25	± 25 TO 37		

ALLOWABLE RANGE OF HEIGHTS FOR FILL
OVER REINFORCED CONCRETE PIPE
(ALL SIZES)

PIPE DIAMETER IN.	F
18 - 30	5
36 - 42	6
48 - 60	7
72 - 84	9



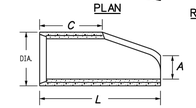
CONCRETE JOINT FASTENER (TWO PER JOINT)



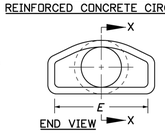
PLAN

PIPE I.D.	DIMENSIONS A	C	L	E
	IN.			
18	10	48	78	36
24	10	48	78	48
30	14	36	96	60
36	18	36	96	72
42	24	36	96	78
48	28	24	96	84
54	30	36	96	90
60	36	36	96	96
72	34	20	96	108

REINFORCED CONCRETE CIRCULAR PIPE



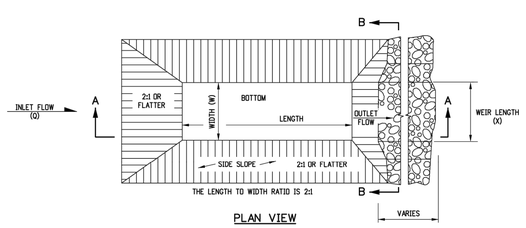
SECTION X-X



END VIEW

END SECTION FOR REINFORCED CONCRETE CIRCULAR PIPE

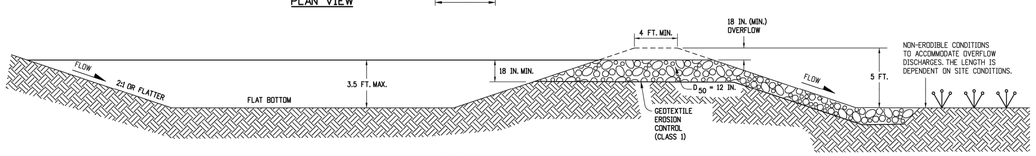
REINFORCED CONCRETE PIPE DETAIL



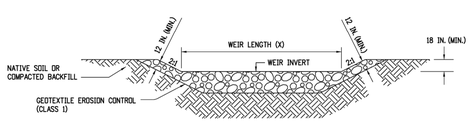
PLAN VIEW

NOTES

1. THE MAXIMUM DRAINAGE AREA IS 5 ACRES.
2. THE MAXIMUM STRUCTURE LIFE IS 2 YEARS.
3. THE STORAGE AREA IS 1800 CUBIC FEET PER ACRE.
4. THE MAXIMUM EMBANKMENT HEIGHT SHALL BE 5 FT. MEASURED ON THE DOWNSTREAM SIDE.
5. THE LENGTH/WIDTH RATIO MAY BE ADJUSTED TO MEET SITE CONDITIONS WHEN APPROVED BY THE ENGINEER.
6. WIDTH (W) OF SEDIMENT TRAP IS APPROXIMATELY EQUAL TO THE WEIR LENGTH (X).
7. SEDIMENT TRAP DESIGN SHALL BE APPROVED BY THE ENGINEER.
8. THE DOWN GRADE FROM WEIR SHALL BE STABLE AND NON-ERODIABLE.
9. THE PAY ITEM NUMBER FOR SEDIMENT TRAP (LF) IS 208-00033.



SECTION A-A

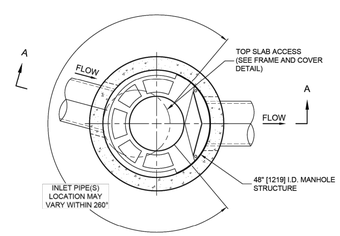


SECTION B-B

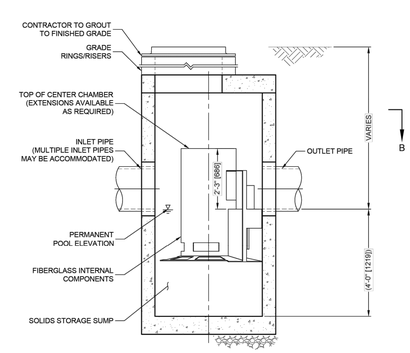
DRAINAGE AREA (ACRES)	WEIR LENGTH (FEET)
1	4
2	6
3	8
4	10
5	12

WEIR LENGTH TABLE

SEDIMENT TRAP DETAIL



PLAN VIEW B-B
NOT TO SCALE

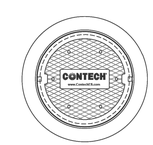


ELEVATION A-A
NOT TO SCALE

CASCADE SEPARATOR DESIGN NOTES

THE STANDARD CS-4 CONFIGURATION IS SHOWN. ALTERNATE CONFIGURATIONS ARE AVAILABLE AND ARE LISTED BELOW. SOME CONFIGURATIONS MAY BE COMBINED TO SUIT SITE REQUIREMENTS.

CONFIGURATION DESCRIPTION
GRATED INLET ONLY (NO INLET PIPE)
GRATED INLET WITH INLET PIPE OR PIPES
CURB INLET ONLY (NO INLET PIPE)
CURB INLET WITH INLET PIPE OR PIPES



FRAME AND COVER
(DIAMETER VARIES)
NOT TO SCALE

SITE SPECIFIC DATA REQUIREMENTS

STRUCTURE ID			
WATER QUALITY FLOW RATE (cfs [L/s])			
PEAK FLOW RATE (cfs [L/s])			
RETURN PERIOD OF PEAK FLOW (yrs)			
RIM ELEVATION			
PIPE DATA	INVERT	MATERIAL	DIAMETER
INLET PIPE 1			
INLET PIPE 2			
OUTLET PIPE			
NOTES / SPECIAL REQUIREMENTS:			

GENERAL NOTES
1. CONTECH TO PROVIDE ALL MATERIALS UNLESS NOTED OTHERWISE.
2. FOR SITE SPECIFIC DRAWINGS WITH DETAILED STRUCTURE DIMENSIONS AND WEIGHT, PLEASE CONTACT YOUR CONTECH ENGINEERED SOLUTIONS LLC REPRESENTATIVE. www.ContechES.com
3. CASCADE SEPARATOR WATER QUALITY STRUCTURE SHALL BE IN ACCORDANCE WITH ALL DESIGN DATA AND INFORMATION CONTAINED IN THIS DRAWING. CONTRACTOR TO CONFIRM STRUCTURE MEETS REQUIREMENTS OF PROJECT.
4. CASCADE SEPARATOR STRUCTURE SHALL MEET AASHTO HS20 LOAD RATING, ASSUMING EARTH COVER OF 0' - 2' [610], AND GROUNDWATER ELEVATION AT, OR BELOW, THE OUTLET PIPE INVERT ELEVATION. ENGINEER OF RECORD TO CONFIRM ACTUAL GROUNDWATER ELEVATION. CASTINGS SHALL MEET AASHTO M306 AND BE CAST WITH THE CONTECH LOGO.
5. CASCADE SEPARATOR STRUCTURE SHALL BE PRECAST CONCRETE CONFORMING TO ASTM C478 AND AASHTO LOAD FACTOR DESIGN METHOD.
6. ALTERNATE UNITS ARE SHOWN IN MILLIMETERS [mm].

INSTALLATION NOTES
A. ANY SUB-BASE, BACKFILL DEPTH, AND/OR ANTI-FLOTATION PROVISIONS ARE SITE-SPECIFIC DESIGN CONSIDERATIONS AND SHALL BE SPECIFIED BY ENGINEER OF RECORD.
B. CONTRACTOR TO PROVIDE EQUIPMENT WITH SUFFICIENT LIFTING AND REACH CAPACITY TO LIFT AND SET THE CASCADE SEPARATOR MANHOLE STRUCTURE.
C. CONTRACTOR TO INSTALL JOINT SEALANT BETWEEN ALL STRUCTURE SECTIONS AND ASSEMBLE STRUCTURE.
D. CONTRACTOR TO PROVIDE, INSTALL, AND GROUT INLET AND OUTLET PIPE(S). MATCH PIPE INVERTS WITH ELEVATIONS SHOWN. ALL PIPE CENTERLINES TO MATCH PIPE OPENING CENTERLINES.
E. CONTRACTOR TO TAKE APPROPRIATE MEASURES TO ASSURE UNIT IS WATER TIGHT, HOLDING WATER TO FLOWLINE INVERT MINIMUM. IT IS SUGGESTED THAT ALL JOINTS BELOW PIPE INVERTS ARE GROUTED.

CS-4 CASCADE SEPARATOR DETAIL

TIMBERLINE ENGINEERING LLC CIVIL STRUCTURAL
218 E. Valley Rd. p 970.963.9869
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4/19/24	Final Plan

Title:

HIGHWAY 24 STORM DRAIN DETAILS

Sheet:

C.311

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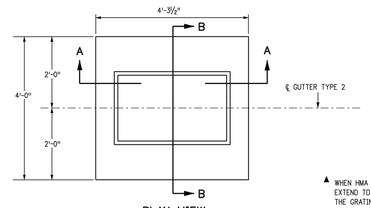
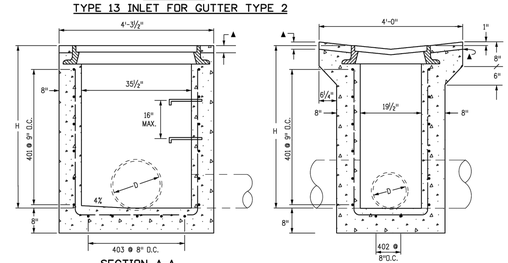


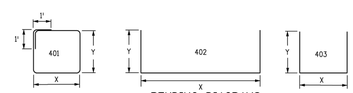
PLAN VIEW
TYPE 13 INLET FOR GUTTER TYPE 2

▲ WHEN HMA MATERIAL IS TO EXTEND TO THE EDGE OF THE GRATING FRAME, CONCRETE MAY BE DEPRESSED.

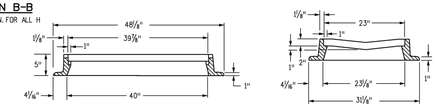


SECTION A-A
D MAX = 30 IN. FOR H > 4 FT.

SECTION B-B
D MAX = 18 IN. FOR ALL H

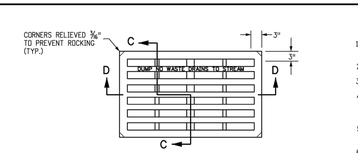


BENDING DIAGRAMS
ALL DIMENSIONS ARE OUT-TO-OUT OF BAR.



SECTION E-E
APPROXIMATE WEIGHT = 590 LBS.

SECTION F-F



NO. 13 GRATE

SECTION C-C

SECTION D-D

NO. 13 GRATING & FRAMES

GENERAL NOTES

1. CONCRETE SHALL BE CLASS B. INLET MAY BE CAST-IN-PLACE OR PRECAST.
2. CAST-IN-PLACE CONCRETE WALLS SHALL BE FORMED ON BOTH SIDES.
3. EXPOSED CONCRETE CORNERS SHALL BE CHAMFERED ¾ OF A INCH.
4. REINFORCING BARS SHALL BE DEFORMED #4 AND SHALL HAVE A 2 INCH MINIMUM CLEARANCE. ALL REINFORCING BARS SHALL BE GRADE 60 AND EPOXY COATED.
5. STEPS SHALL BE PROVIDED WHEN INLET DIMENSION "H" IS EQUAL TO OR GREATER THAN 3 FEET-6 INCHES AND SHALL CONFORM TO AASHTO M 199.
6. ALL GRATES AND FRAMES SHALL BE GRAY OR DUCTILE CAST IRON IN ACCORDANCE WITH SUBSECTION 712.06. GRATES AND FRAMES SHALL BE DESIGNED TO WITHSTAND HS 20 LOADING.
7. STATION POINT IS AT THE CENTER OF THE INLET.
8. GRATE SHALL HAVE "DUMP NO WASTE DRAINS TO STREAM" MESSAGE CAST ON SURFACE.

H	CONCRETE	REINFORCING STEEL	NO. OF 401 BARS	MAXIMUM PIPE I.D.	
				SEC. A-A	SEC. B-B
	CU. YDS.	θ LB.	REQ'D.	IN.	IN.
3'-0"	1.3	72	4	18	18
3'-6"	1.5	76	4	24	18
4'-0"	1.6	90	5	30	18
4'-6"	1.8	104	6	30	18
5'-0"	1.9	109	6	30	18
5'-6"	2.1	122	7	30	18
6'-0"	2.2	136	8	30	18
6'-6"	2.4	141	8	30	18
7'-0"	2.5	154	9	30	18
7'-6"	2.7	168	10	30	18
8'-0"	2.8	173	10	30	18
8'-6"	3.0	187	11	30	18
9'-0"	3.1	200	12	30	18
9'-6"	3.3	205	12	30	18
10'-0"	3.4	219	13	30	18

θ INCLUDES 1% FOR OVERRUN.
NOTE: CONCRETE QUANTITIES INCLUDE VOLUME OCCUPIED BY PIPE.

QUANTITIES FOR ONE INLET

MARK	NO. REQ'D.	DIMENSIONS		LENGTH
		X	Y	
401	4	3'-6"	2'-2"	13'-4"
402	2	3'-4½"	* 2'-6½"	8'-5½"
403	5	2'-1½"	* 2'-7"	7'-2½"

* ADD 6 IN. TO THIS DIMENSION FOR EACH 6 IN. INCREASE OF "H" OVER 3 FT.-0 IN.

BAR LIST FOR H = 3 FT.-0 IN.

Computer File Information	
Creation Date: 07/31/19	
Designer Initials: JBK	(R-X)
Last Modification Date: 07/31/19	(R-X)
Detailer Initials: LTA	(R-X)
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	(R-X)

Sheet Revisions	
Date:	Comments

Colorado Department of Transportation
2829 West Howard Place
CDOT HQ, 3rd Floor
Denver, CO 80204
Phone: 303-757-9021 FAX: 303-757-9868
Project Development Branch JBK

CONCRETE INLET
TYPE 13

Issued by the Project Development Branch: July 31, 2019

STANDARD PLAN NO.
M-604-13
Standard Sheet No. 1 of 1
Project Sheet Number:

CONCRETE INLET - TYPE 13
DETAIL

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HIGHWAY 24 STORM DRAIN DETAILS

Sheet:
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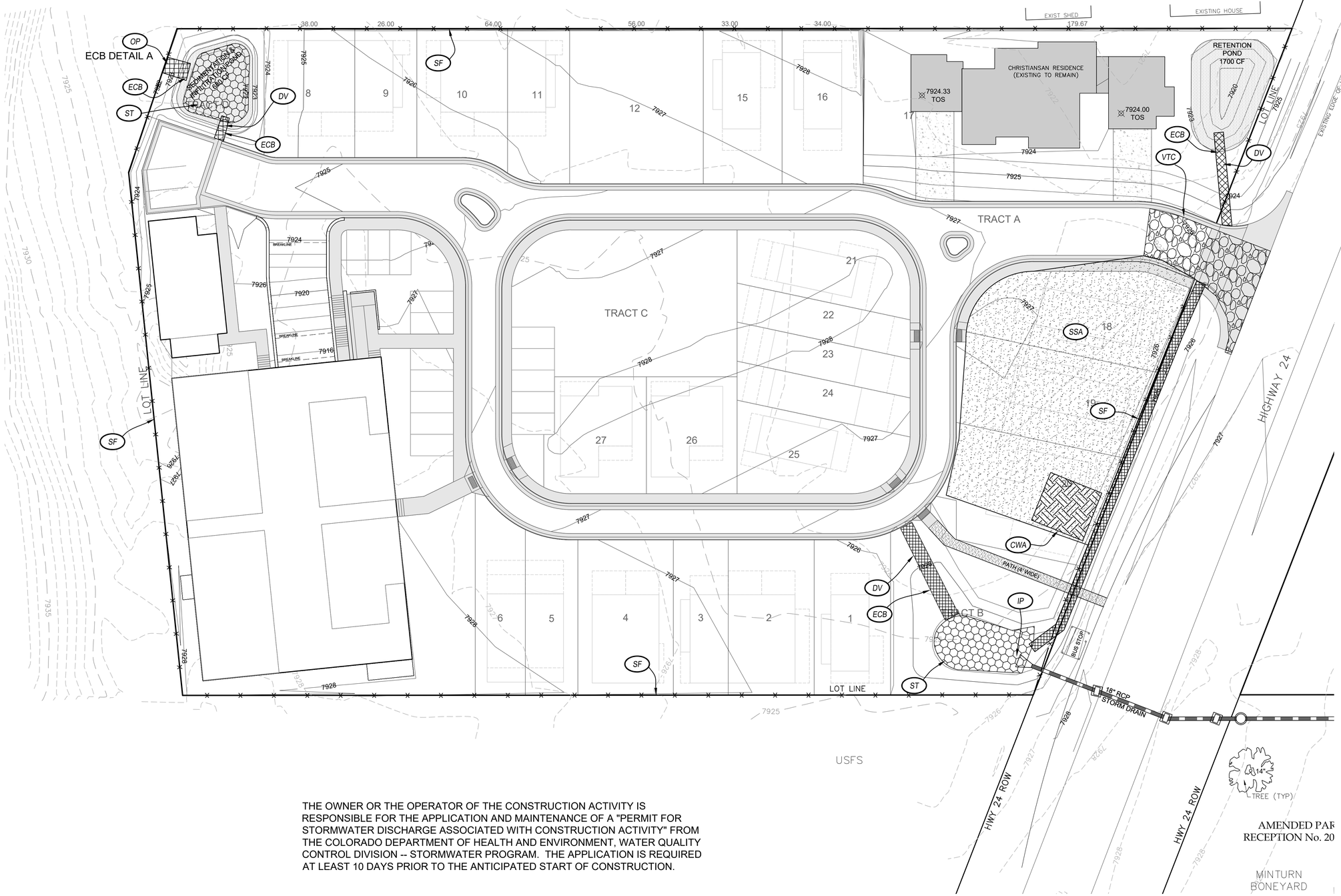

THE OWNER OR THE OPERATOR OF THE CONSTRUCTION ACTIVITY IS RESPONSIBLE FOR THE APPLICATION AND MAINTENANCE OF A "PERMIT FOR STORMWATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITY" FROM THE COLORADO DEPARTMENT OF HEALTH AND ENVIRONMENT, WATER QUALITY CONTROL DIVISION -- STORMWATER PROGRAM. THE APPLICATION IS REQUIRED AT LEAST 10 DAYS PRIOR TO THE ANTICIPATED START OF CONSTRUCTION.

BMP LEGEND

SYMBOL	KEY	TITLE
	CD	CHECK DAM
	CWA	CONCRETE WASHOUT AREA
	CF	CONSTRUCTION FENCE
	CRS	CONSTRUCTION ROAD STABILIZATION
	CS	CURB SOCK INLET PROTECTION
	DW	DEWATERING
	DV	DIVERSION CHANNEL, TEMPORARY
	DD	DIVERSION DITCH AND DIKE, TEMPORARY
	ECB	EROSION CONTROL BLANKET
	ECR	EROSION CONTROL REINFORCEMENT
	IF	INLET FILTER
	IP	INLET PROTECTION FOR STORM DRAIN
	LOC	LIMITS OF CONSTRUCTION
	MU	MULCHING
	OP	OUTLET PROTECTION
	PF	PAVED FLUME
	PS	PERMANENT SEEDING
	RCD	REINFORCED CONCRETE DAM
	RRB	REINFORCED ROCK BERM
	RCS	ROUGH CUT STREET CONTROL
	SB	SEDIMENT BASIN
	SCL	SEDIMENT LOG
	ST	SEDIMENT TRAP
	SM	SEEDING AND MULCHING
	SF	SILT FENCE
	SSA	STABILIZED STAGING AREA
	SR	SURFACE ROUGHENING
	TS	TEMPORARY SEEDING
	TSD	TEMPORARY SLOPE DRAIN
	TSCO	TEMPORARY STREAM CROSSING CULVERT/BRIDGE TYPE
	TSCF	TEMPORARY STREAM CROSSING FORD TYPE
	TER	TERRACING
	VTC	VEHICLE TRACKING CONTROL
	WR	VEHICLE TRACKING CONTROL WITH WASH RACK

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STORM WATER MANAGEMENT PLAN (SWMP)

Sheet:

C.320

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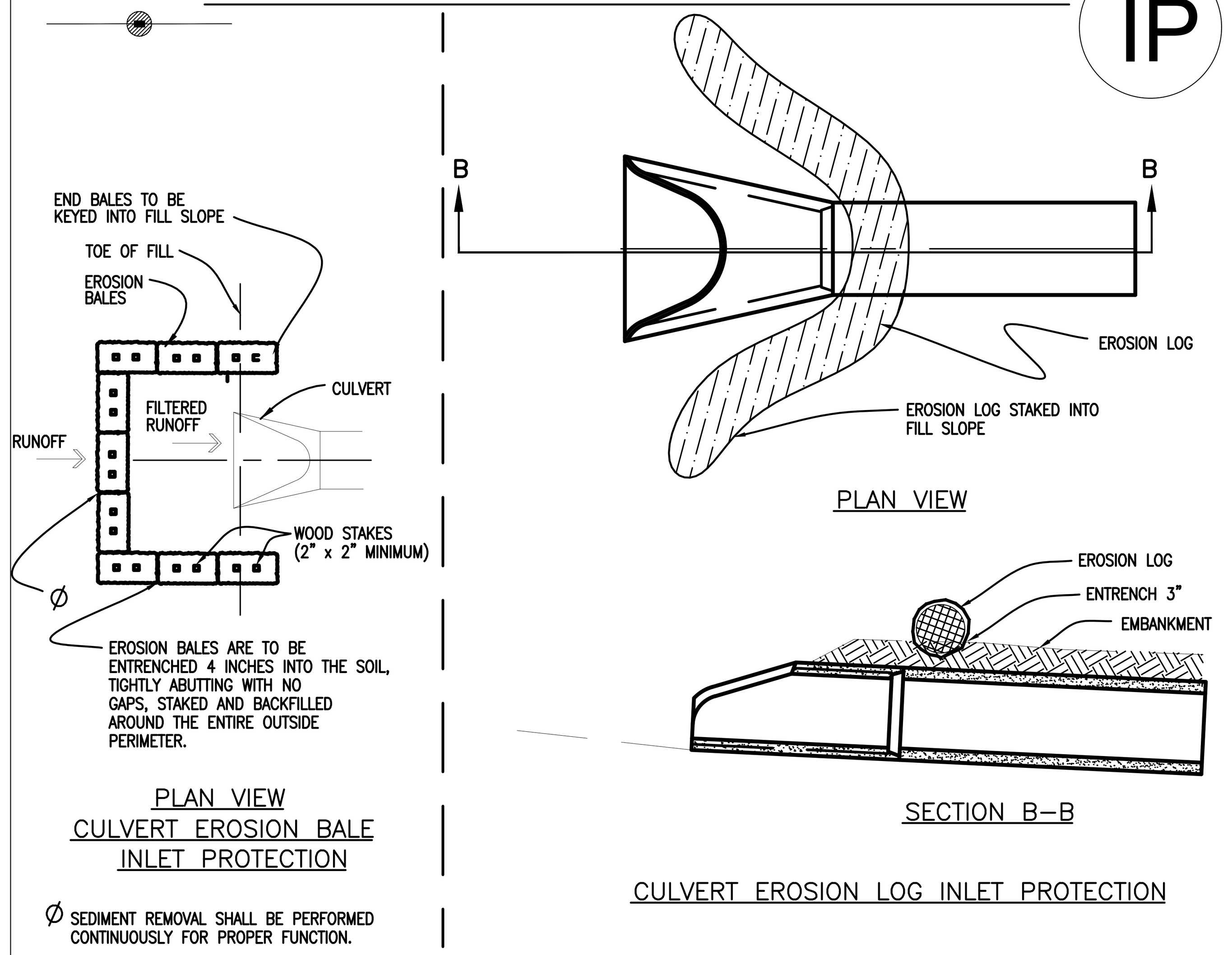
INLET PROTECTION CULVERT (IP)



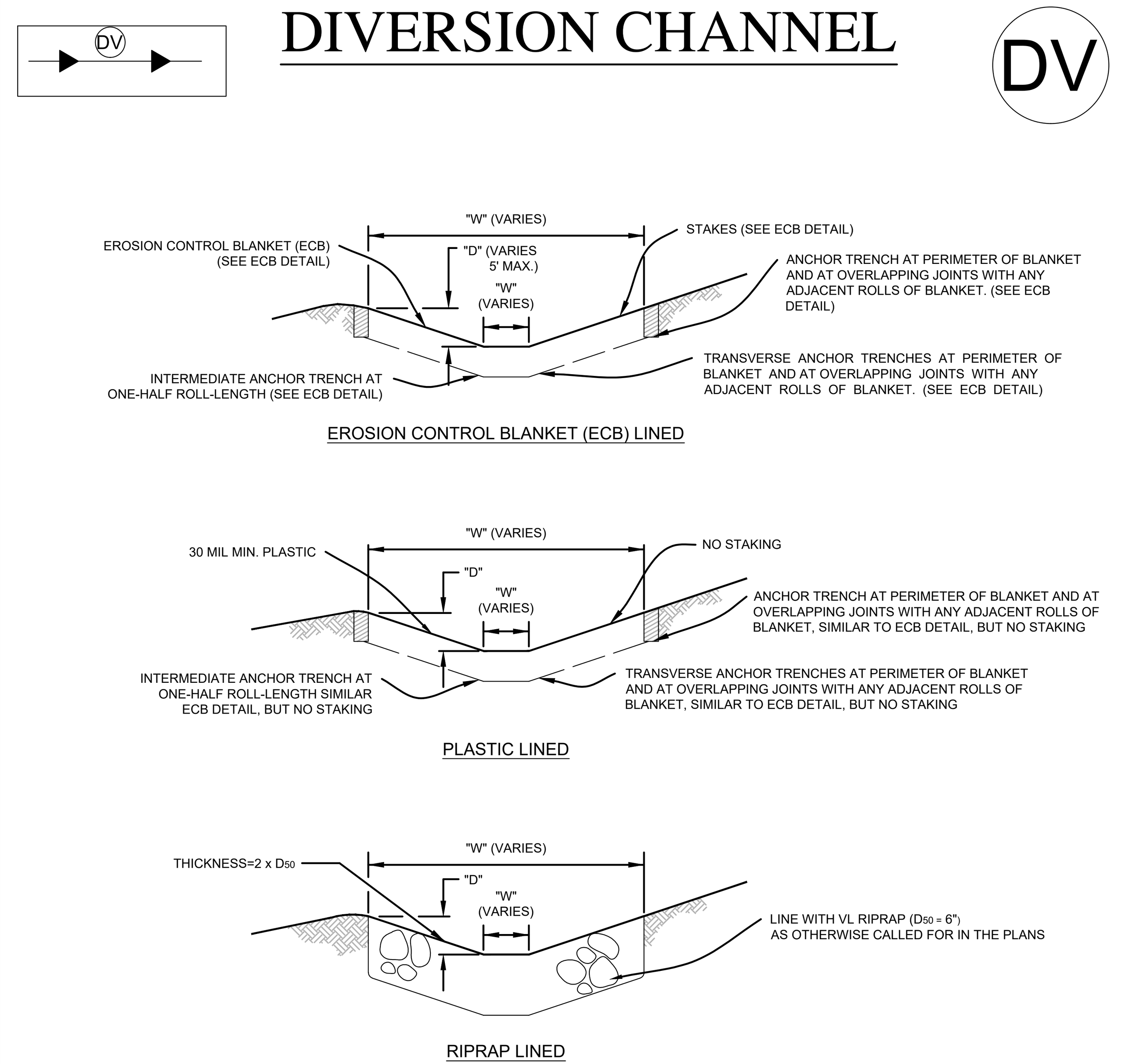
INLET PROTECTION INSTALLATION NOTES

1. INLET PROTECTION AFTER INLET CONSTRUCTION OF AFTER PAVEMENT SHALL BE INSTALLED WITHIN 48 HOUR AFTER INLET CONSTRUCTION OR PAVING IS COMPLETED.

INLET PROTECTION MAINTENANCE NOTES

1. THE SWMP MANAGER SHALL INSPECT INLET PROTECTION WEEKLY, DURING AND AFTER ANY STORM EVENT AND MAKE REPAIRS OR CLEAN OUT AS NECESSARY. INSPECT MORE FREQUENTLY DURING WINTER CONDITIONS DUE TO FREEZE/THAW PROBLEMS. REPAIRS AS NEEDED.
2. SEDIMENT ACCUMULATED UPSTREAM OF INLET PROTECTION SHALL BE REMOVED WHEN THE SEDIMENT DEPTH UPSTREAM OF ROCK BERM IS WITHIN 2-1/2 INCHES OF THE CREST.
3. INLET PROTECTION IS TO REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS STABILIZED AND GRASS COVER IS APPROVED, UNLESS THE LOCAL JURISDICTION APPROVES EARLIER REMOVAL OF INLET PROTECTION IN STREETS.
4. WHEN INLET PROTECTION AT AREA INLETS IS REMOVED, THE DISTURBED AREA SHALL BE COVERED WITH TOP SOIL, DRILL SEEDED AND CRIMP MULCHED, OR OTHERWISE STABILIZED IN A MANNER APPROVED BY THE LOCAL JURISDICTION.

DIVERSION CHANNEL (DV)



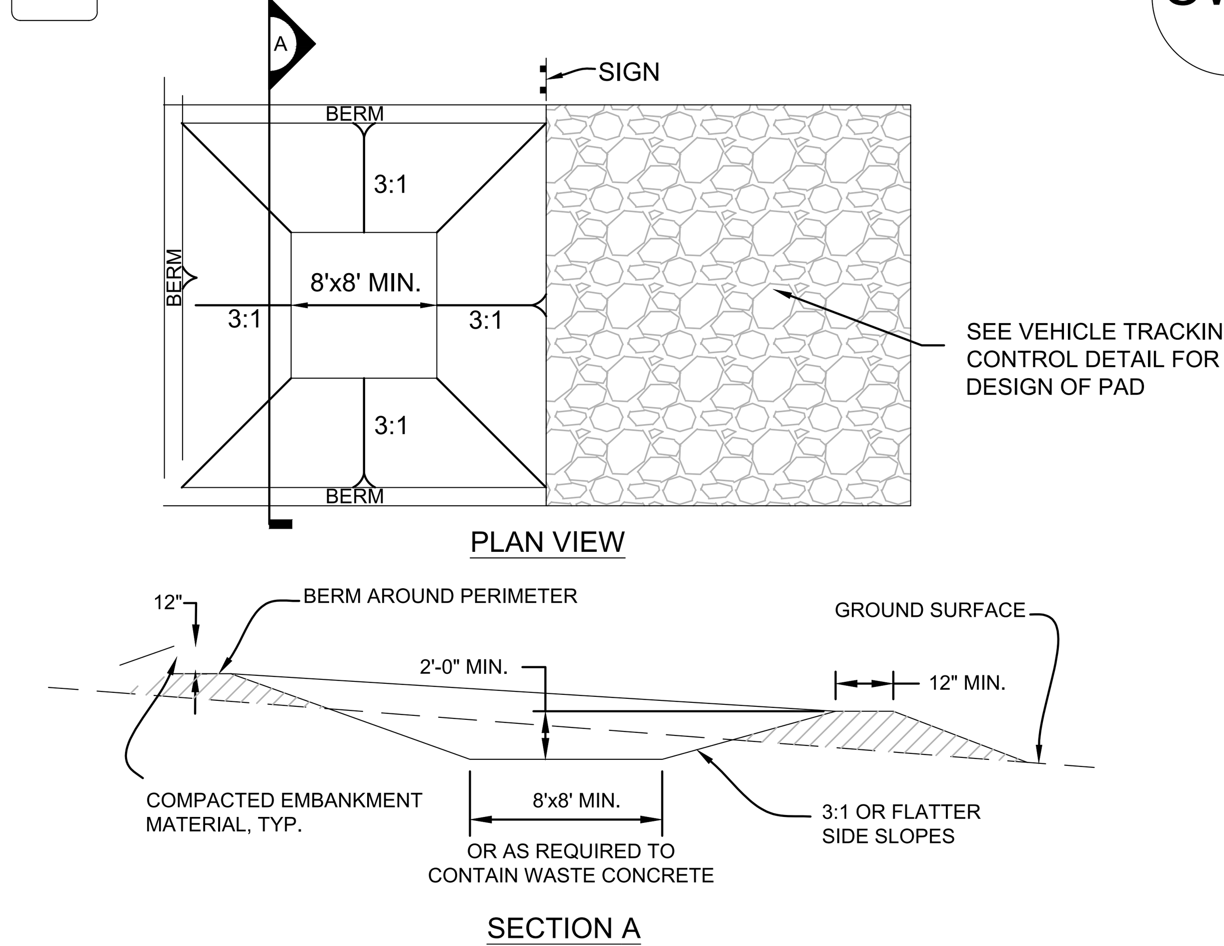
CHANNEL DIVERSION INSTALLATION NOTES:

1. SEE PLAN VIEW FOR:
   - LOCATION OF DIVERSION CHANNEL.
   - TYPE OF CHANNEL (UNLINED, ECB LINED, PLASTIC LINED OR RIPRAP LINED).
   - LENGTH OF EACH TYPE OF CHANNEL.
   - DEPTH, "D", AND WIDTH, "W" DIMENSIONS.
   - FOR RIPRAP LINED CHANNEL, SIZE OF RIPRAP, "D_{50}", SHALL BE SHOWN ON PLANS.
2. SEE DRAINAGE PLANS FOR DETAILS OF ANY PERMANENT CONVEYANCE FACILITIES.
3. DIVERSION CHANNELS INDICATED ON THE SWMP PLAN SHALL BE INSTALLED PRIOR TO ANY WORK IN THE NATURAL CHANNEL.
4. FOR ECB LINED CHANNELS, INSTALLATION OF EROSION CONTROL BLANKET SHALL CONFORM TO THE REQUIREMENTS OF THE ECB DETAIL, FOR PLASTIC LINED CHANNELS, INSTALLATION OF EROSION CONTROL LINER SHALL CONFORM TO THE ECB DETAILS.
5. WHERE CONSTRUCTION TRAFFIC MUST CROSS A DIVERSION CHANNEL, THE PERMITTEE SHALL INSTALL A TEMPORARY CULVERT WITH A MINIMUM CAPACITY SPECIFIED FOR THE DIVERSION CHANNELS, FULLY ACCOUNT FOR HEADWATER REQUIREMENTS OF THE CULVERT.

DIVERSION CHANNEL MAINTENANCE NOTES:

1. THE SWMP MANAGER SHALL INSPECT DIVERSION CHANNELS WEEKLY AND DURING AND AFTER ANY STORM. MAKE REPAIRS AS NECESSARY.
2. DIVERSION CHANNELS ARE TO REMAIN IN PLACE UNTIL THE END OF CONSTRUCTION, OR IF APPROVED BY LOCAL JURISDICTION MAY BE LEFT IN PLACE.
3. IF DIVERSION CHANNELS ARE REMOVED, THE DISTURBED AREA SHALL BE COVERED WITH TOPSOIL, DRILL SEEDED, HAY CRIMPED MULCHED OR OTHERWISE STABILIZED IN A MANNER APPROVED BY LOCAL JURISDICTION.

CONCRETE WASHOUT AREA (CWA)



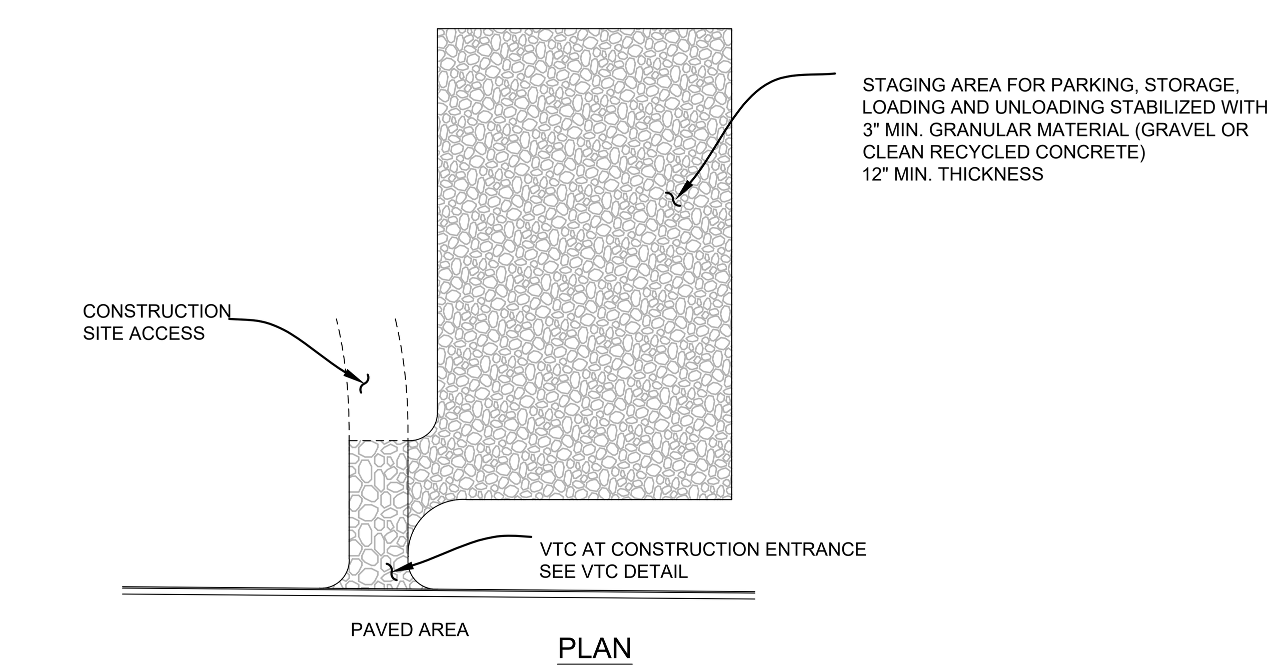
CONCRETE WASHOUT AREA INSTALLATION NOTES

1. SEE PLAN VIEW FOR LOCATIONS OF CONCRETE WASHOUT AREA
2. THE CONCRETE WASHOUT AREA SHALL BE INSTALLED PRIOR TO ANY CONCRETE PLACEMENT ON SITE.
3. VEHICLE TRACKING CONTROL IS REQUIRED AT THE ACCESS POINT.
4. SIGNS SHALL BE PLACED AT THE CONSTRUCTION ENTRANCE, AT THE WASHOUT AREA, AND ELSEWHERE AS NECESSARY TO CLEARLY INDICATE THE LOCATION OF THE CONCRETE WASHOUT AREA TO OPERATORS OF CONCRETE TRUCKS AND PUMP RIGS.
5. EXCAVATED MATERIAL SHALL BE UTILIZED IN PERIMETER BERM CONSTRUCTION

CONCRETE WASHOUT AREA MAINTENANCE NOTES

1. THE CONCRETE WASHOUT AREA SHALL BE REPAIRED AND ENLARGED OR CLEANED OUT AS NECESSARY TO MAINTAIN CAPACITY FOR WASTED CONCRETE.
2. AT THE END OF CONSTRUCTION, ALL CONCRETE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF AT AN APPROVED WASTE SITE.
3. WHEN THE CONCRETE WASHOUT AREA IS REMOVED, COVER THE DISTURBED AREA WITH TOP SOIL, DRILL SEED AND CRIMP MULCH OR OTHERWISE STABILIZE IN A MANNER APPROVED BY THE LOCAL JURISDICTION.
4. INSPECT WEEKLY, DURING AND AFTER ANY STORM EVENT.

STABALIZED STAGING AREA (SSA)



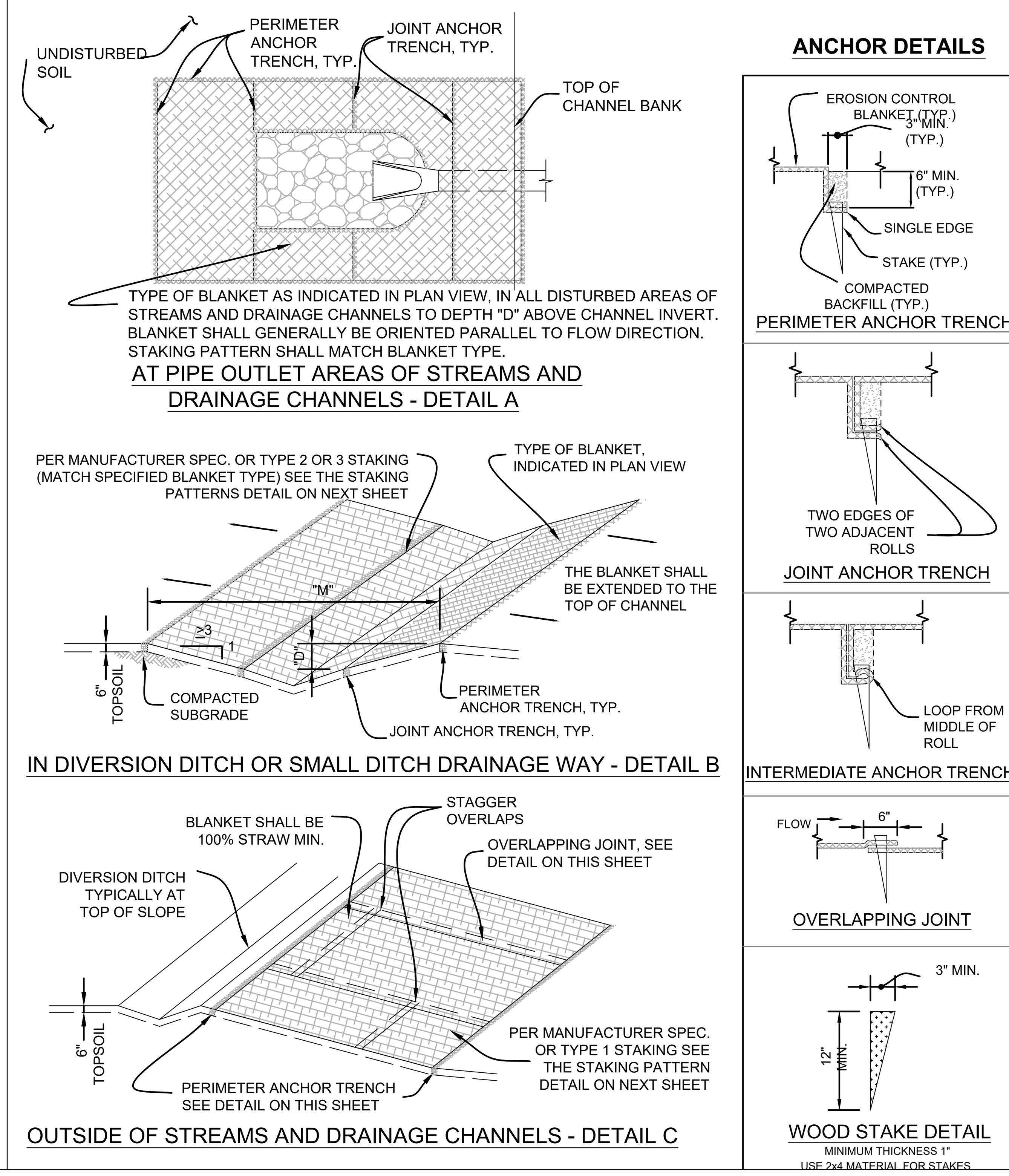
STABILIZED STAGING AREA INSTALLATION NOTES

1. SEE PLAN VIEW FOR GENERAL LOCATION OF STAGING AREA. CONTRACTOR MAY MODIFY LOCATION AND SIZE OF STABILIZED STAGING AREA WITH APPROVAL FROM LOCAL JURISDICTION.
2. STABILIZED STAGING AREA SHALL BE LARGE ENOUGH TO FULLY CONTAIN PARKING, STORAGE, AND UNLOADING AND LOADING OPERATIONS.
3. IF REQUIRED BY THE LOCAL JURISDICTION, SITE ACCESS ROADS SHALL BE STABILIZED IN THE SAME MANNER AS THE STAGING AREA.
4. STAGING AREA SHALL BE STABILIZED PRIOR TO ANY OTHER OPERATIONS ON THE SITE.
5. THE STABILIZED STAGING AREA SHALL CONSIST OF A MINIMUM OF 3" OF GRANULAR MATERIAL (GRAVEL OR CLEAN RECYCLED CONCRETE).

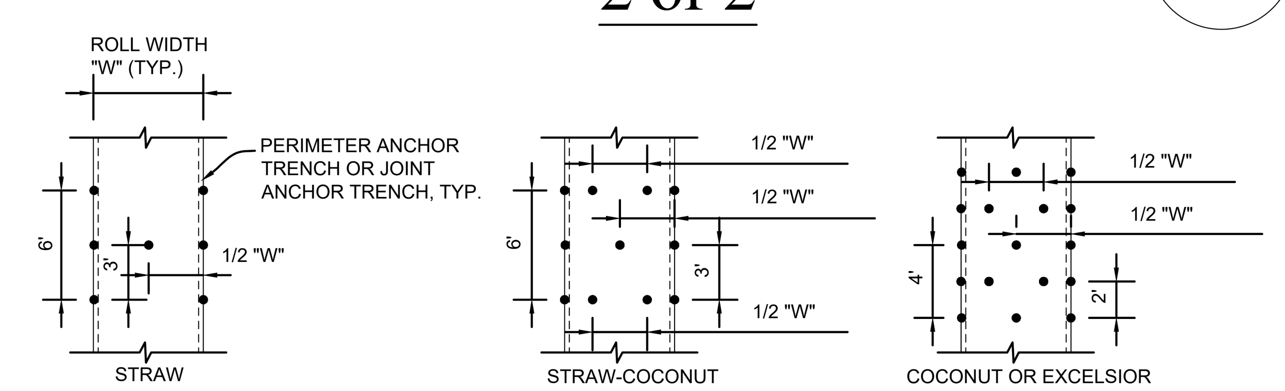
STABILIZED STAGING AREA MAINTENANCE NOTES

1. THE SWMP MANAGER SHALL INSPECT THE STABILIZED STAGING AREA WEEKLY, DURING AND AFTER ANY STORM EVENT AND MAKE REPAIRS OR CLEAN OUT UPSTREAM SEDIMENT AS NECESSARY.
2. SWMP MANAGER SHALL PROVIDE ADDITIONAL THICKNESS OF GRANULAR MATERIAL IF ANY RUTTING OCCURS OR UNDERLYING SUBGRADE BECOMES EXPOSED.
3. STABILIZED STAGING AREA SHALL BE ENLARGED IF NECESSARY TO CONTAIN PARKING, STORAGE, AND UNLOADING AND LOADING OPERATIONS.
4. ANY ACCUMULATED DIRT OR MUD SHALL BE REMOVED FROM THE SURFACE OF THE STABILIZED STAGING AREA.
5. THE STABILIZED STAGING AREA SHALL BE REMOVED AT THE END OF CONSTRUCTION. THE GRANULAR MATERIAL SHALL BE REMOVED OR, IF APPROVED BY THE LOCAL JURISDICTION, USED ON SITE, AND THE AREA TOPSOILED, DRILL SEEDED AND CRIMP MULCHED OR OTHERWISE STABILIZED.

EROSION CONTROL BLANKET 1 of 2 (ECB)



EROSION CONTROL BLANKET 2 of 2 (ECB)



STAKING PATTERNS

SHALL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATION. IF NO MANUFACTURER'S SPECIFICATION IS AVAILABLE USE THE ACCEPTABLE STAKING PATTERN (AS SHOWN ABOVE)

EROSION CONTROL BLANKET INSTALLATION NOTES

1. SEE PLAN VIEW FOR:
   - LOCATION OF PERIMETER OF EROSION CONTROL BLANKET.
   - TYPE OF BLANKET (STRAW, STRAW-COCONUT, COCONUT, OR EXCELSIOR).
   - AREA "A" IN SQUARE YARDS OF EACH TYPE OF BLANKET.
2. ALL EROSION CONTROL BLANKETS AND NETTING SHALL BE MADE OF 100% NATURAL AND BIODEGRADABLE MATERIAL; NO PLASTIC OR OTHER SYNTHETIC MATERIAL, EVEN IF PHOTO DEGRADABLE, SHALL BE ALLOWED.
3. IN AREAS WHERE EROSION CONTROL BLANKET IS SHOWN ON THE PLANS, THE PERMITTEE SHALL PLACE TOPSOIL AND PERFORM FINAL GRADING, SURFACE PREPARATION, AND SEEDING BELOW THE SEEDING AND MULCHING. SUBGRADE SHALL BE SMOOTH AND MOIST PRIOR TO BLANKET INSTALLATION AND THE BLANKET SHALL BE IN FULL CONTACT WITH SUBGRADE, NO GAPS OR VOIDS SHALL EXIST UNDER THE BLANKET.
4. PERIMETER ANCHOR TRENCH SHALL BE USED AT OUTSIDE PERIMETER OF ALL BLANKET AREAS.
5. JOINT ANCHOR TRENCH SHALL BE USED TO JOIN ROLLS OF BLANKETS TOGETHER (LONGITUDINALLY AND TRANSVERSELY) FOR ALL BLANKETS EXCEPT STRAW, WHICH MAY USE AN OVERLAPPING JOINT.
6. INTERMEDIATE ANCHOR TRENCH SHALL BE USED AT SPACING OF ONE-HALF THE ROLL LENGTH FOR COCONUT AND EXCELSIOR BLANKETS.
7. THE OVERLAPPING JOINT DETAIL SHALL BE USED TO JOIN ROLLS OF BLANKETS TOGETHER FOR BLANKETS ON SLOPES.
8. MATERIAL SPECIFICATIONS OF EROSION CONTROL BLANKET SHALL CONFORM TO TABLE 7.1.
9. ANY AREAS OF SEEDING AND MULCHING DISTURBED IN THE PROCESS OF INSTALLING EROSION CONTROL BLANKET SHALL BE RESEEDED AND MULCHED.
10. DETAILS ON DESIGN PLANS FOR MAJOR DRAINAGEWAY STABILIZATION WILL GOVERN IF DIFFERENT FROM ONES SHOWN HERE

TABLE 7.1 - EROSION CONTROL BLANKET TYPE

TYPE	COCONUT CONTENT	STRAW CONTENT	EXCELSIOR CONTENT	NETTING MIN.
STRAW*	-	100%	-	DOUBLE/NATURAL
STRAW-COCONUT	30% MIN.	70% MAX.	-	DOUBLE/NATURAL
COCONUT	100%	-	-	DOUBLE/NATURAL
EXCELSIOR	-	-	100%	DOUBLE/NATURAL

* FOR OUTSIDE OF STREAMS AND DRAINAGE CHANNELS

EROSION CONTROL BLANKET MAINTENANCE NOTES

1. THE SWMP MANAGER SHALL INSPECT EROSION CONTROL BLANKETS WEEKLY, DURING AND AFTER ANY STORM EVENT AND MAKE REPAIRS AS NECESSARY.
2. EROSION CONTROL BLANKET IS TO BE LEFT IN PLACE UNLESS REQUESTED TO BE REMOVED BY THE LOCAL JURISDICTION.
3. ANY EROSION CONTROL BLANKET PULLED OUT, TORN, OR OTHERWISE DAMAGED SHALL BE RE-INSTALLED. ANY SUBGRADE AREAS BELOW THE BLANKET THAT HAVE ERODED TO CREATE A VOID UNDER THE BLANKET, OR THAT REMAIN DEVOID OF GRASS SHALL BE REPAIRED, RESEEDED AND MULCHED AND THE EROSION CONTROL BLANKET REINSTALLED.

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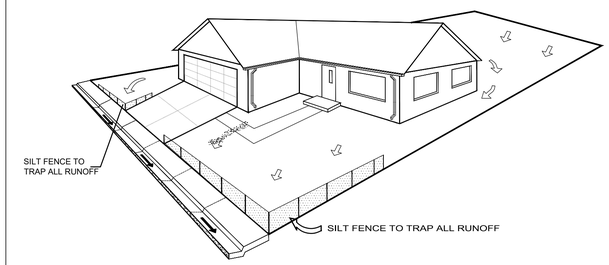
SILT FENCE RESIDENTIAL

SF



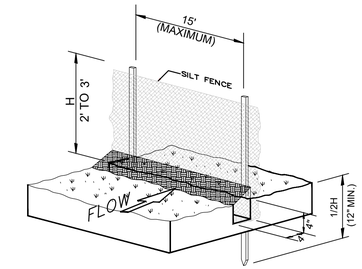
NOTE: EROSION CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES AS DIRECTED BY LOCAL JURISDICTION

SILT FENCE BARRIER

RESIDENTIAL INSTALATION

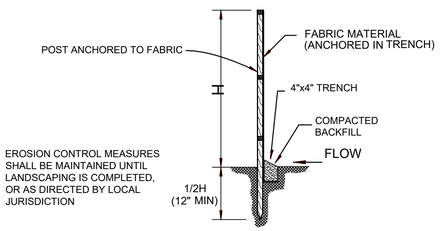
SILT FENCE INSTALLATION

SF



SILT FENCE INSTALLATION

-NTS-



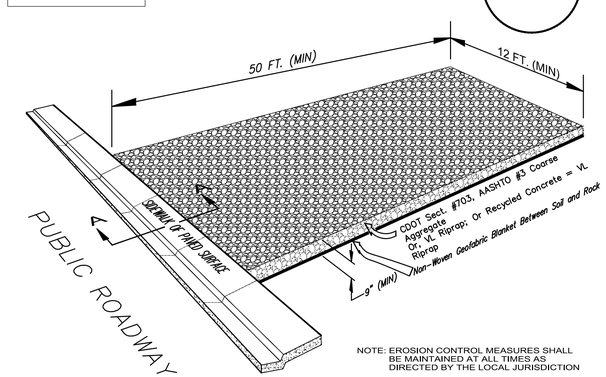
NOTE: EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL LANDSCAPING IS COMPLETED, OR AS DIRECTED BY LOCAL JURISDICTION

SECTION

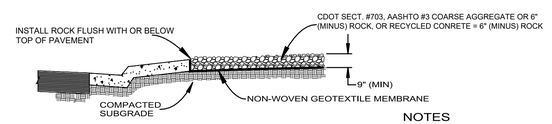
-NTS-

TEMPORARY VEHICLE TRACKING CONTROL

VTC



NOTE: EROSION CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES AS DIRECTED BY THE LOCAL JURISDICTION



SECTION A-A

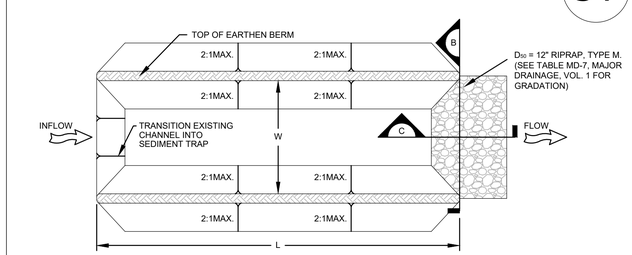
-NTS-

NOTES

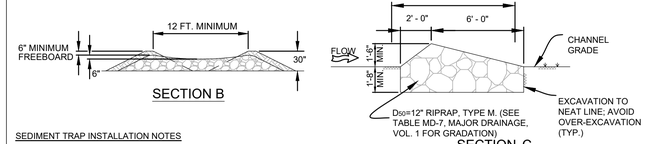
1. ALL ROCK TO BE REMOVED UPON COMPLETION OF CONSTRUCTION.
2. PUBLIC ROADWAY TO BE KEPT CLEAN AND FREE OF MUD, DIRT AND DEBRIS AT ALL TIMES.

SEDIMENT TRAP

ST



PLAN VIEW



SECTION B

SECTION C

SEDIMENT TRAP INSTALLATION NOTES

1. SEE PLAN VIEW FOR:
   - LOCATION, LENGTH AND WIDTH OF SEDIMENT TRAP.
2. SEDIMENT TRAPS INDICATED ON INITIAL GESC PLAN SHALL BE INSTALLED PRIOR TO ANY LAND-DISTURBING ACTIVITIES.
3. SEDIMENT TRAP BERM SHALL BE CONSTRUCTED FROM MATERIAL FROM EXCAVATION. THE BERM SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D698.
4. RIPRAP OUTLET SHALL BE CONSTRUCTED WITH D_{50} =12" RIPRAP (TYPE M, SEE TABLE MD-7, MAJOR DRAINAGE, VOL. 1 FOR GRADATION) WITH A MINIMUM OVERFLOW OF 6".
5. THE TOP OF THE EARTHEN BERM SHALL BE A MINIMUM OF 6" HIGHER THAN THE TOP OF THE RIPRAP OUTLET STRUCTURE.
6. THE ENDS OF THE RIPRAP OUTLET STRUCTURE SHALL BE MINIMUM OF 6" HIGHER THAN THE CENTER OF THE OUTLET STRUCTURE.

SEDIMENT TRAP MAINTENANCE NOTES

1. THE SWMP MANAGER SHALL INSPECT SEDIMENT TRAPS WEEKLY, DURING AND AFTER ANY STORM EVENT AND MAKE REPAIRS OR CLEAN OUT UPSTREAM SEDIMENT AS NECESSARY.
2. SEDIMENT ACCUMULATED UPSTREAM OF RIPRAP SHALL BE REMOVED WHEN THE UPSTREAM DEPTH IS WITHIN ½ THE HEIGHT OF THE RIPRAP OUTLET STRUCTURE.
3. SEDIMENT TRAPS SHALL REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS STABILIZED AND GRASS COVERAGE IS APPROVED BY THE LOCAL JURISDICTION.
4. WHEN SEDIMENT TRAPS ARE REMOVED THE DISTURBED AREA SHALL BE COVERED WITH TOP SOIL, DRILLED SEEDED AND CRIMP MULCHED OR STABILIZED IN A MANNER APPROVED BY THE LOCAL JURISDICTION.

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South Minturn Addition
Lots 29, 31 & 32
Minturn, Colorado

PLANS ARE NOT FOR CONSTRUCTION UNLESS STAMPED "APPROVED FOR CONSTRUCTION" BY PROPER AUTHORITIES.

DATE	REVISION
2/15/22	Easement Coordination
3/20/24	Final Plan Resubmittal
4/15/24	Final Plan Revised
4/19/24	Final Plan

Title:
STORMWATER MANAGEMENT PLAN (SWMP) DETAILS

Sheet:
C.322

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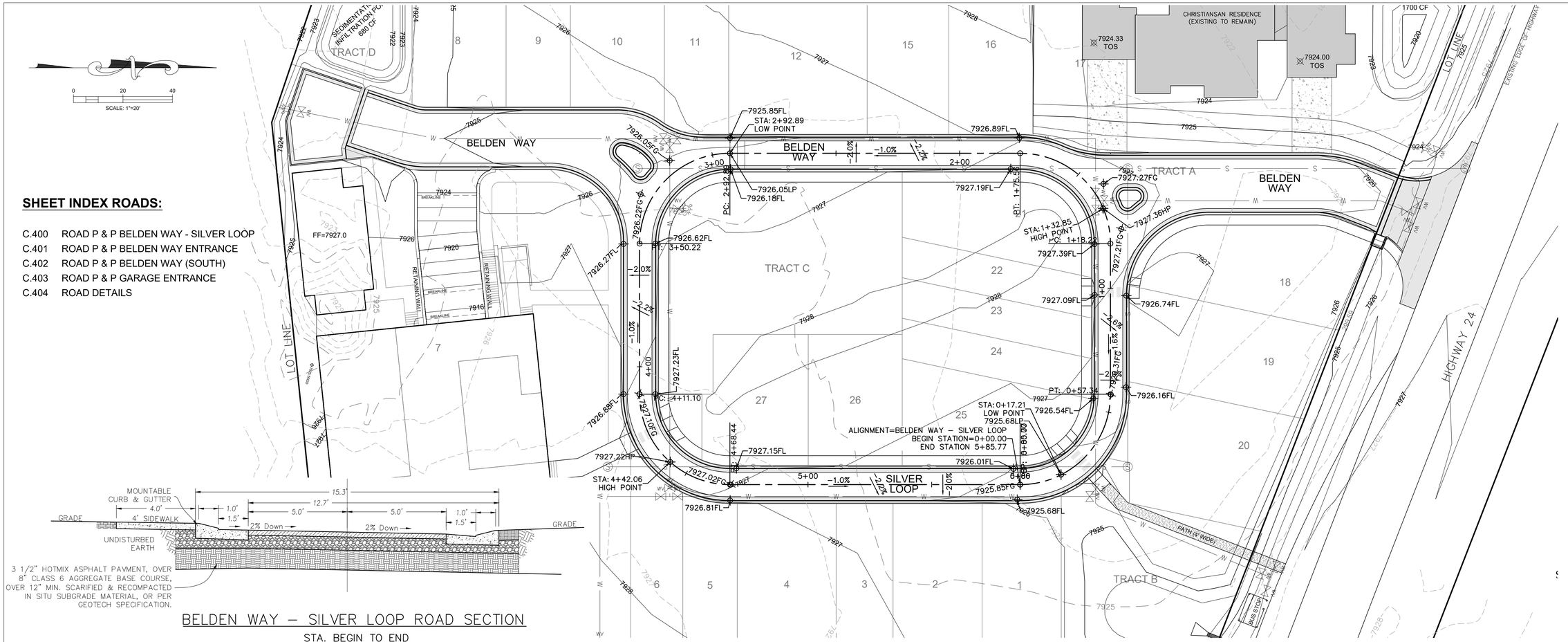
SHEET INDEX ROADS:

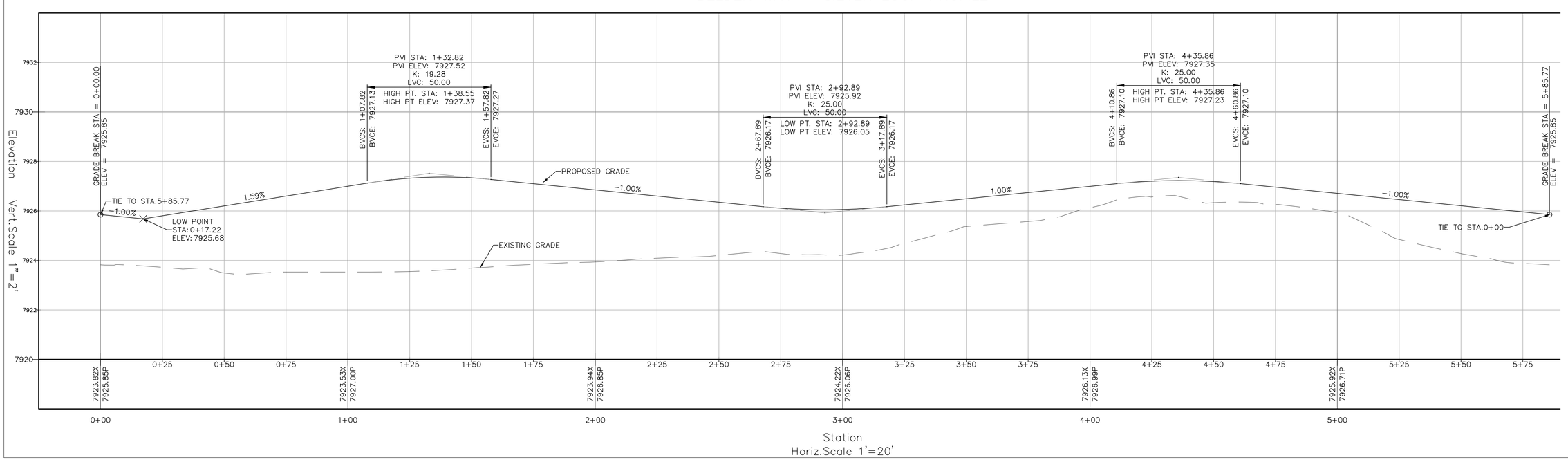
C.400 ROAD P & P BELDEN WAY - SILVER LOOP
C.401 ROAD P & P BELDEN WAY ENTRANCE
C.402 ROAD P & P BELDEN WAY (SOUTH)
C.403 ROAD P & P GARAGE ENTRANCE
C.404 ROAD DETAILS



BELDEN WAY – SILVER LOOP ROAD SECTION

STA. BEGIN TO END

BELDEN WAY – SILVER LOOP PROFILE



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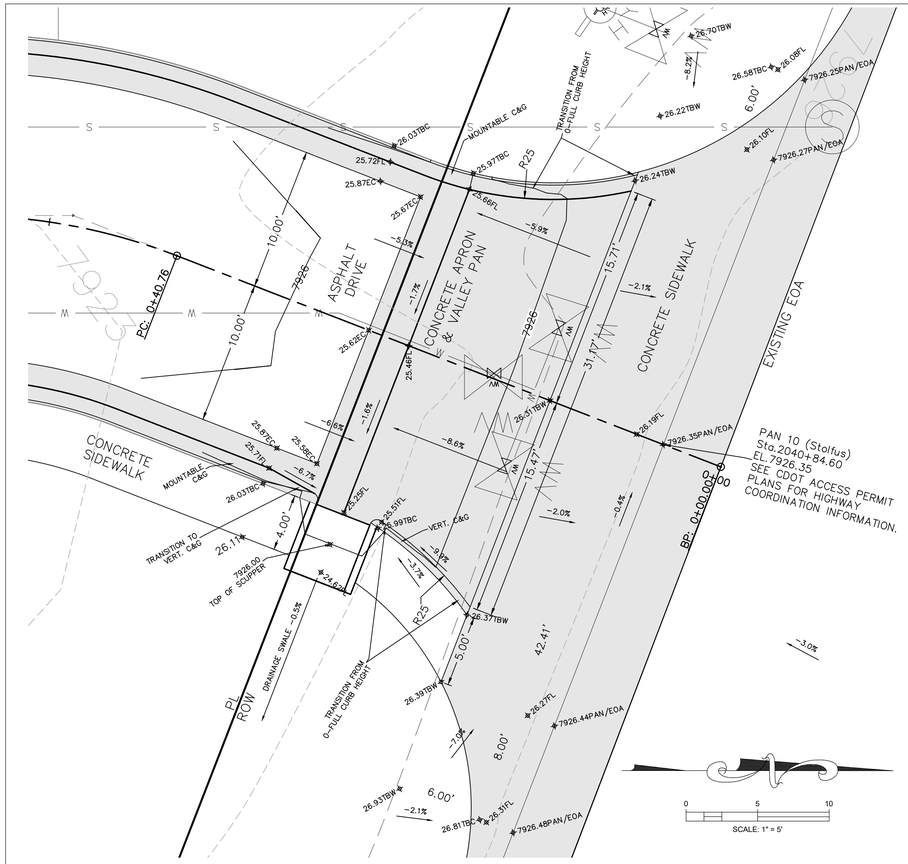
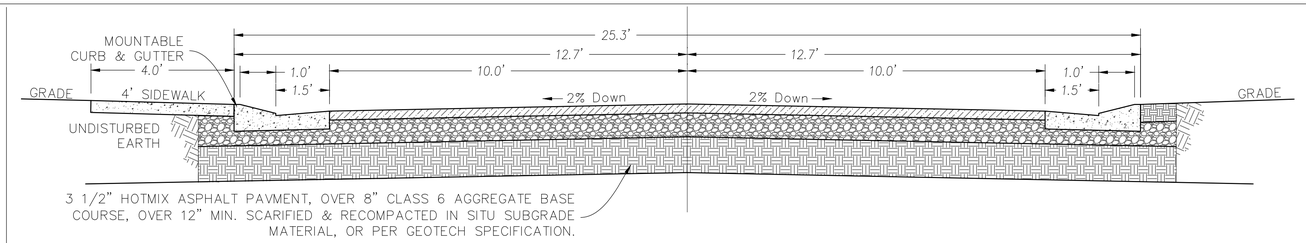
ROAD P & P
BELDEN WAY-
SILVER LOOP

Sheet:

C.400

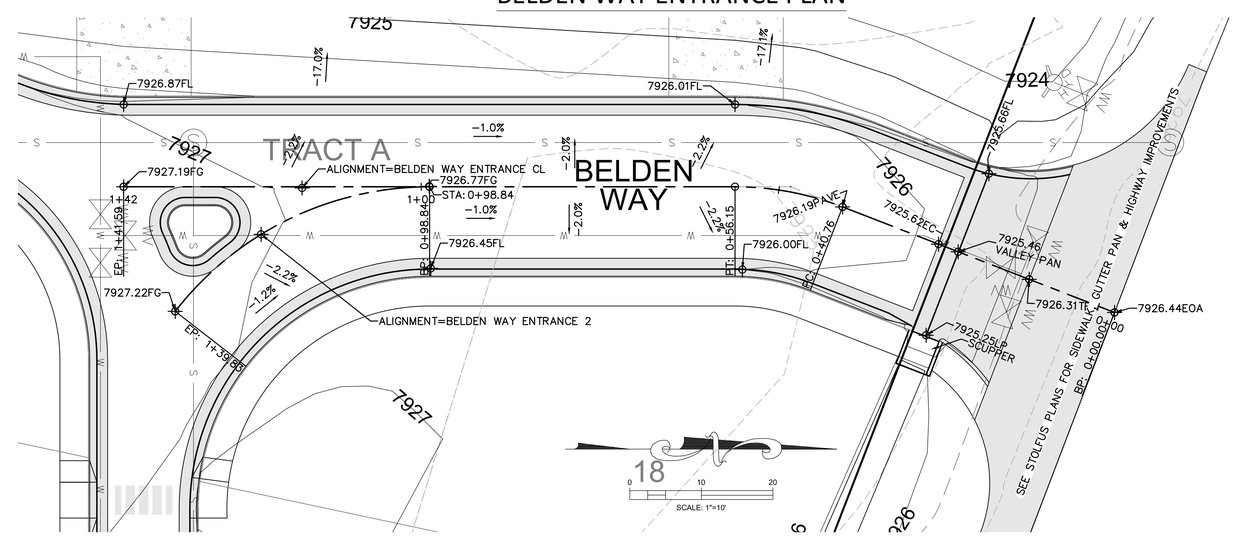


ENTRANCE DETAIL

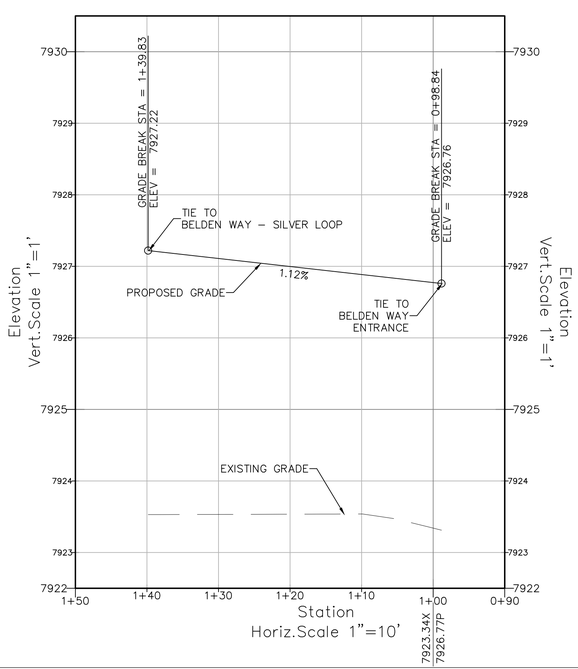


BELDEN WAY ENTRANCE & BELDEN WAY (SOUTH) ROAD SECTION
BEGIN TO END

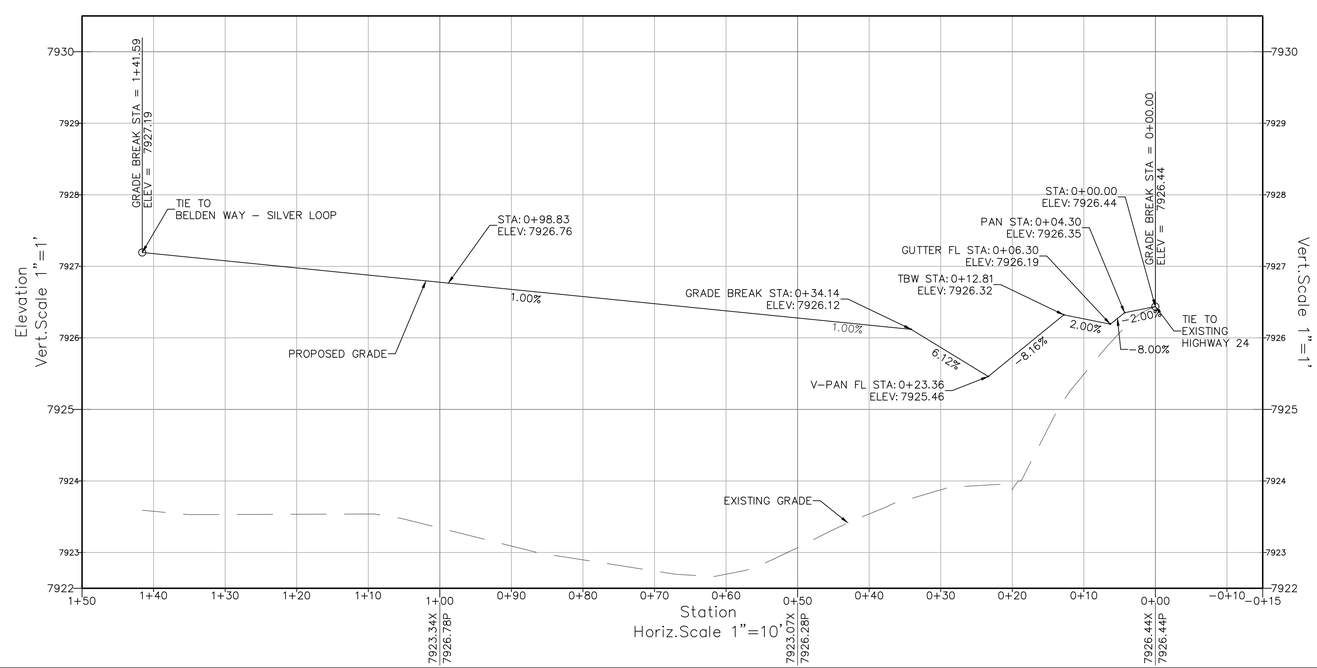
BELDEN WAY ENTRANCE PLAN



BELDEN WAY ENTRANCE 2 PROFILE



BELDEN WAY ENTRANCE CL PROFILE



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ROAD P & P
BELDEN WAY
ENTRANCE

Sheet:

C.401

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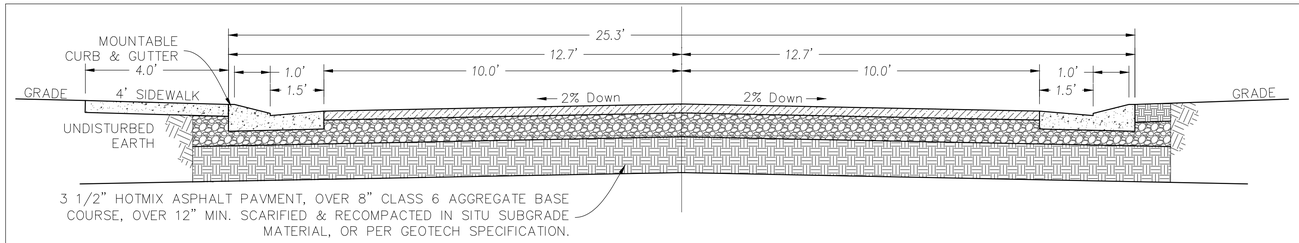
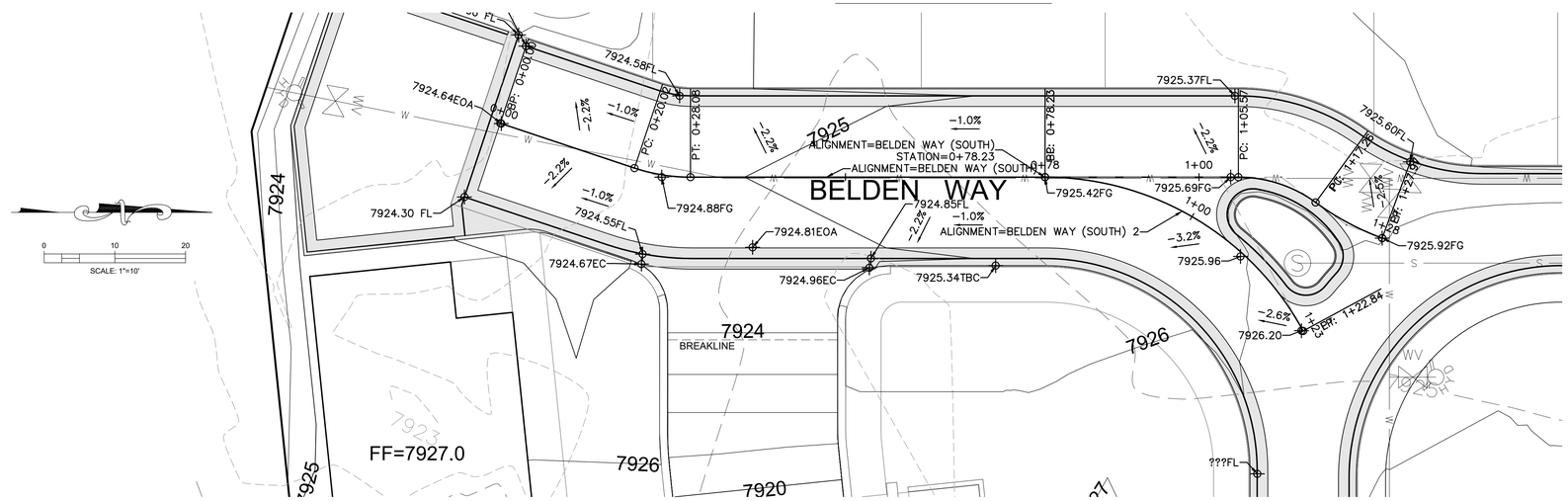


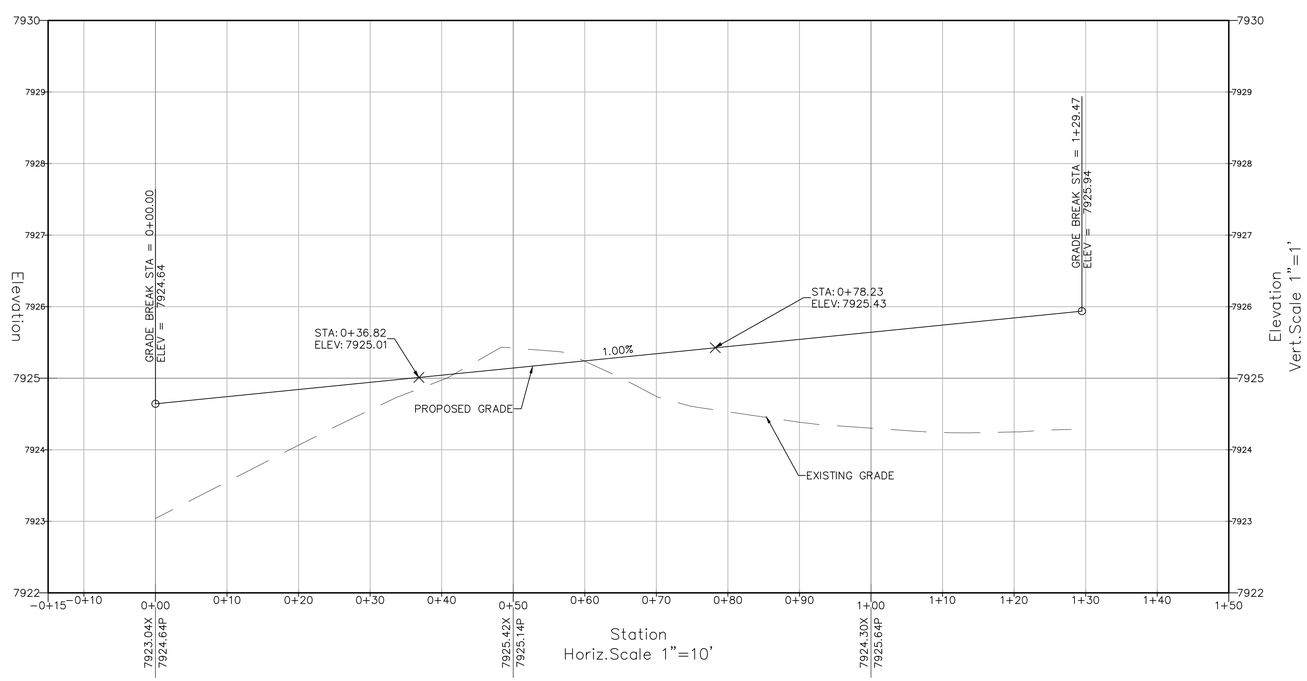
BELDEN WAY ENTRANCE & BELDEN WAY (SOUTH) ROAD SECTION

BEGIN TO END

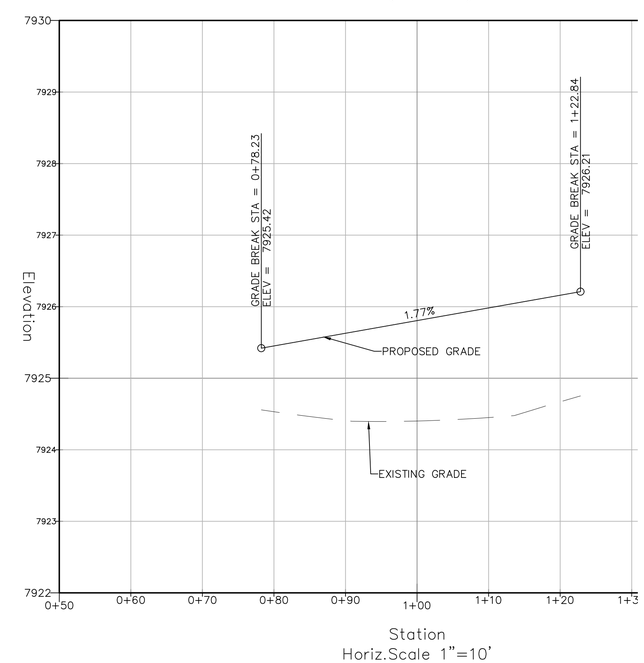
BELDEN WAY PLAN



BELDEN WAY (SOUTH) PROFILE



BELDEN WAY (SOUTH) 2 PROFILE



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ROAD P & P
BELDEN WAY

Sheet:

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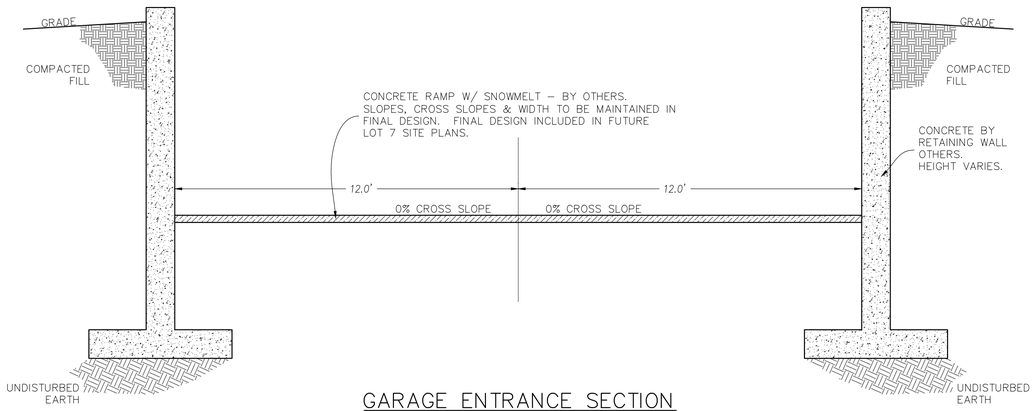

GARAGE ENTRANCE SECTION

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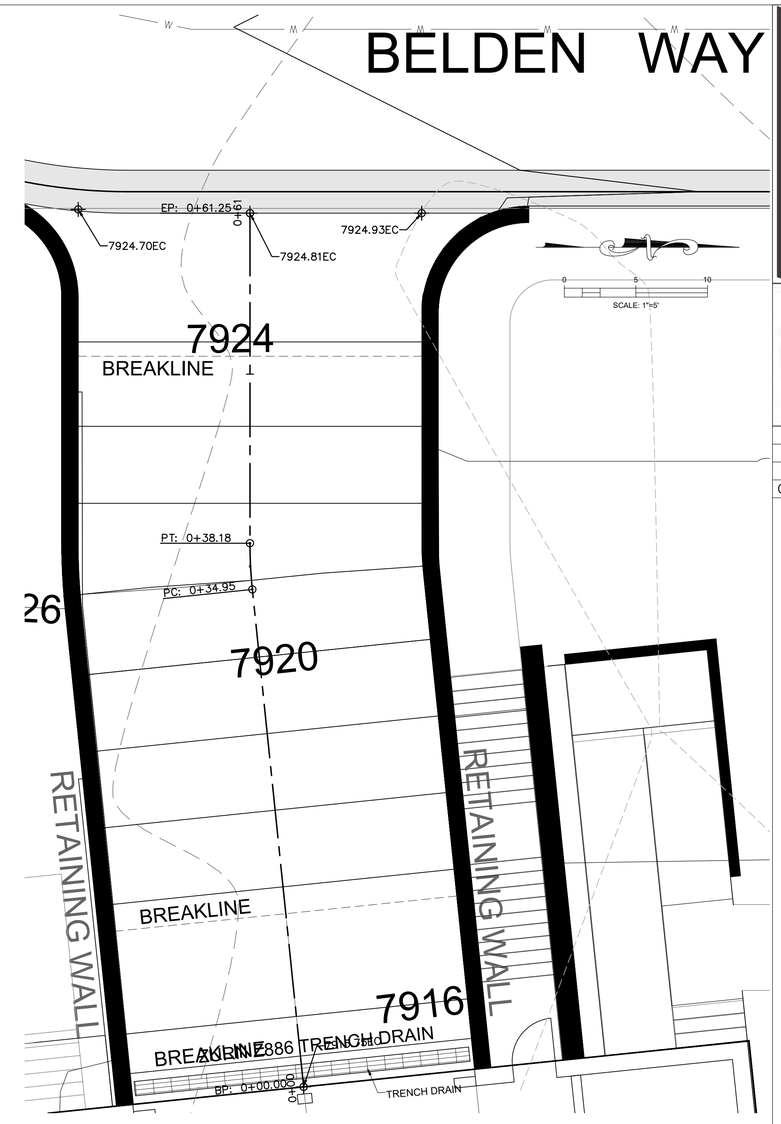
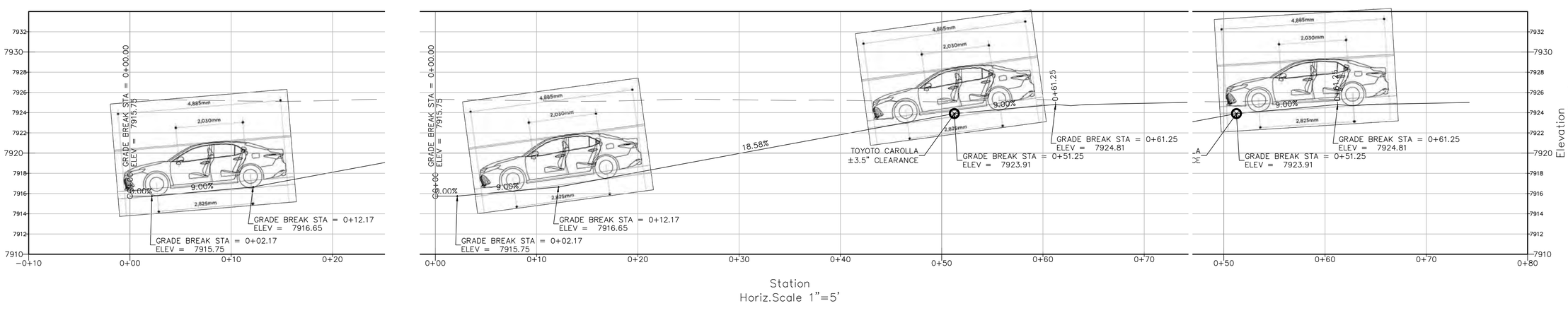


GARAGE ENTRANCE PROFILE
W/ VEHICLE CLEARANCE



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ROAD P & P
GARAGE
ENTRANCE

Sheet:

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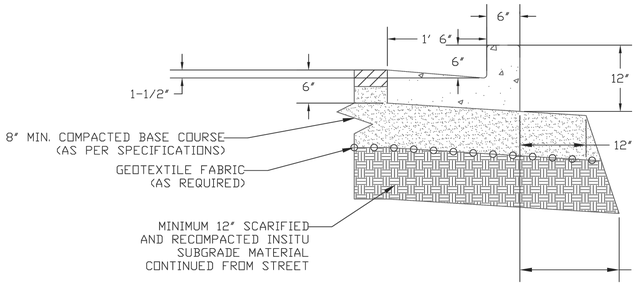
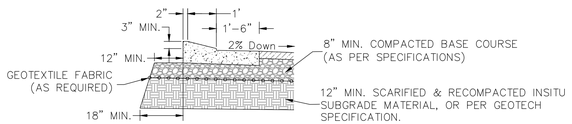
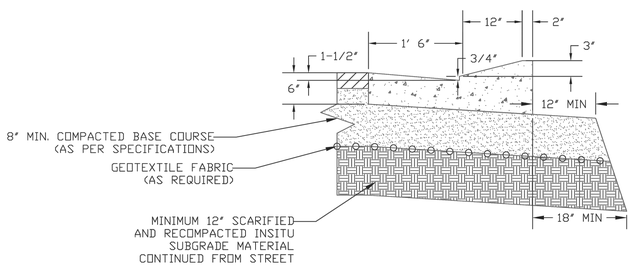


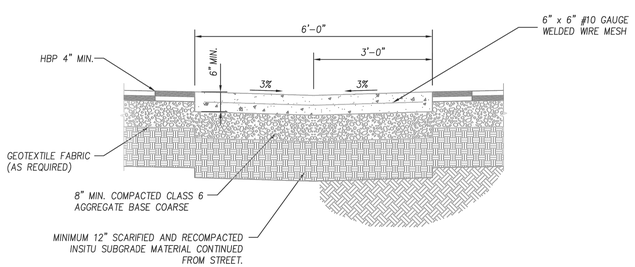
CURB & GUTTER CATCH
DETAIL



CURB & GUTTER MOUNTABLE (PITCH)
DETAIL



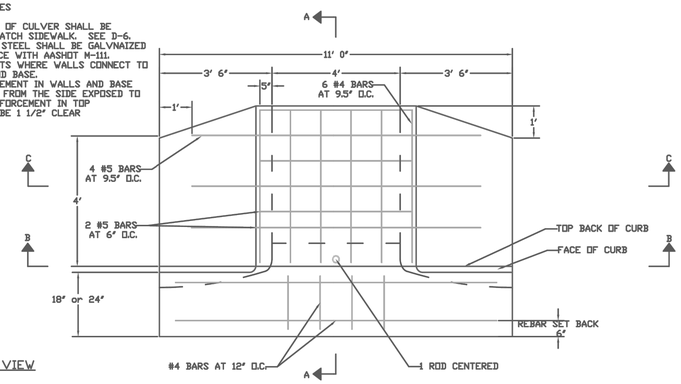
CURB & GUTTER MOUNTABLE (CATCH)
DETAIL



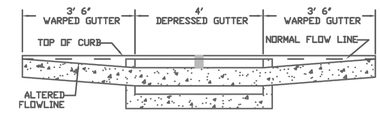
VALLEY PAN
DETAIL

GENERAL NOTES

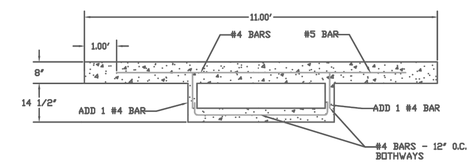
1. TOP SLAB OF CULVER SHALL BE SLOPED TO MATCH SIDEWALK. SEE D-6.
2. EXPOSED STEEL SHALL BE GALVNAIZED IN ACCORDANCE WITH AASHOT M-111.
3. KEY JOINTS WHERE WALLS CONNECT TO TOP SLAB AND BASE.
4. REINFORCEMENT IN WALLS AND BASE SHALL BE 3" FROM THE SIDE EXPOSED TO EARTH. REINFORCEMENT IN TOP SLAB SHALL BE 1 1/2" CLEAR



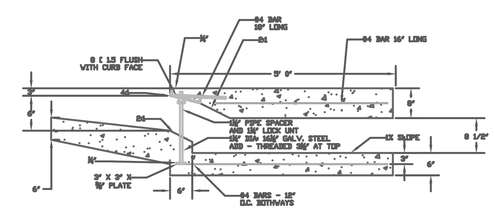
PLAN VIEW



SECTION B-B

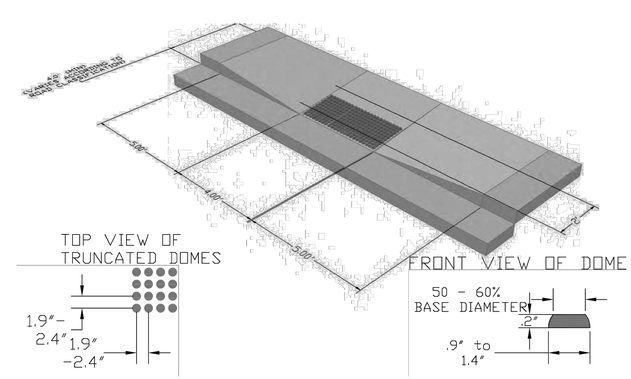


SECTION C-C



SECTION A-A

4' SCUPPER DETAIL
DETAIL



TYPICAL HANDICAP RAMP
DETAIL

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Title:

ROAD
DETAILS

Sheet:

C.404

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EAGLE RIVER
WATER & SANITATION
DISTRICT

April 22, 2024

David Anderson, P.E.
Timberline Engineering LLC
218 E. Valley Rd, STE-104
Carbondale, CO 81623

Subject: CONSTRUCTION PLAN APPROVAL – Belden Place PUD (IAP Case # IAP21-4)

Dear Mr. Anderson:

This letter is to inform you that construction plan approval has been granted for the above-referenced project for the plan set dated 04-19-2024. The applicant or designated representative, "applicant representative" shall act on the applicant's behalf and is responsible for compliance with the District's infrastructure acceptance process requirements. This letter will expire one calendar year from the date of issue if construction has not commenced. Please upload the following required plan sets to the ERWSD construction portal:

*Required Plans	File Type
Construction Plan Set	PDF
Construction Plan Set	ACAD .DWG or ESRI Shapefile and PDF

*It is assumed that plans submitted will reflect all requirements as stated in the District specifications for water and wastewater lines. Any oversight by the Construction Review Team during the review process shall not be construed as permission to construct anything that does not adhere to the District standard specifications. The District must grant any deviation from the District standard specifications through written approval.

Please ensure the .DWG is tied to the horizontal coordinate system NAD 1983 State Plane Colorado Central FIPS 0502 (US Feet) and vertical datum North American Vertical Datum of 1988 (NAVD 88).

Once both sets of the required plans indicated above have been received and accepted by the District (allow two weeks), the project may proceed with initiation of construction by scheduling the mandatory pre-construction meeting with the District Inspector. The applicant/ applicant representative shall provide a minimum of three business days' notice, to schedule the pre-construction meeting with the District Inspector (Daniel Hychalk, dhychalk@erwsd.org, (970) 977-9026).

Upon successful completion of all required construction inspections and testing for the project the applicant / applicant representative must submit the following required documents to the District in order to receive construction acceptance, start the warranty period, and be eligible for service.

DRAWINGS OF RECORD
"Field Verified" As-Built drawings in ACAD.DWG or ESRI GIS and PDF, per the District's specifications (Rules and Regulations Article IX 9.4.1), are required.

EASEMENT DOCUMENTATION
Descriptions of dedicated easements or road right-of-way in which the infrastructure is installed as required. The easement dedications form(s) shall be obtained from the District's Rules and Regulations Appendices C and D.

PROJECT COST
An accounting of the exact construction cost of the infrastructure that the District will be accepting. This amount shall only include the cost of design, materials, and installation of the infrastructure. Legal costs are not an eligible cost.

BILL OF SALE
A legal document conveying the infrastructure to the District by the developer/owner is required. This document warrants the infrastructure against any and all defects for a two-year period that begins at construction acceptance. The appropriate bill of sale form(s) shall be obtained from the District's Rules and Regulations Appendices C and D.

The two-year warranty period begins at construction acceptance which requires that all required submittals including drawings of record, recorded easement documents, project cost documents, and bill of sale, have been completed, received and approved by the District. A construction acceptance letter will be issued once all required submissions have been approved by the plan review engineer.

No water or wastewater service lines may be connected to the Districts' mains until construction acceptance has been issued.

If you have any questions or concerns, please contact me at (970)-471-5063.

Sincerely,

Ivy Todd

Ivy Todd
Plan Review Engineer

CC:
Jason Cowles
Tim Friday
Niko Nemcanin
Daniel Hychalk
Jennie Koenig
Customer Service

TOWN OF MINTURN, COLORADO
ORDINANCE NO. 15 – SERIES 2024

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO APPROVING THE AMENDED FINAL SUBDIVISION PLAT FOR BELDEN PLACE PUD AND AMENDING ORDINANCE NO. 5, SERIES 2022

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

WHEREAS, the Town is authorized by the Home Rule Charter and Section 31-23-301, C.R.S., to enact zoning and land use regulations; and

WHEREAS, Chapter 16, Zoning, of the Minturn Municipal Code (the "MMC") regulates zoning and land use within the Town; and

WHEREAS, the purpose of Chapter 16 is to encourage the most appropriate use of land, to preserve and promote the Town's economy, heritage and small town qualities, and it is designed to promote the health, safety, welfare and convenience of the citizens; and

WHEREAS, Sec. 16-15-10 - Purposes and general provisions, MMC, establishes the purpose of the Planned Unit Development ("PUD") Overlay Zone District which is to allow flexibility for landowners to creatively plan for the overall development of their land and to achieve the purpose and objectives of the MMC and the Community Plan; and

WHEREAS, Sec. 16-15-20 - Authority, MMC, states that the PUD Overlay Zone District is adopted pursuant to Section 24-67-101, et seq., C.R.S., the Planned Unit Development Act of 1972; and

WHEREAS, Sec. 16-15-20 - Authority, MMC, provides that the Town staff and the Planning Commission ("Commission") shall have the authority to recommend and the Town Council shall have the authority to impose such conditions on a PUD as are necessary to accomplish the purpose of the MMC and the Community Plan; and

WHEREAS, the Town received an application for the Belden Place Preliminary Development Plan for PUD ("Preliminary Plan") and Preliminary Subdivision Plat ("Preliminary Plat") from Miners Basecamp, LLC., (the "Applicant") on or about November 17, 2020; and

WHEREAS, the Commission held public hearings to consider the Preliminary Plan and Preliminary Plat on May 26, 2021 and June 9, 2021, and recommended approval with conditions of the Preliminary Plan and Preliminary Plat to the Town Council; and

WHEREAS, the Town Council, at a public hearing held on June 16, 2021, approved the Preliminary Plan and associated Preliminary Plat with conditions via Resolution No. 20, Series 2021; and

WHEREAS, the Town received a Final Subdivision Plat for the Belden Place PUD ("Final Plat") application, from the Applicant on or about August 31, 2021; and

WHEREAS, the Final Plan allowed for the development of forty-one (41) single--family, two-family (duplex), and multi-family (tri-plex and five-plex) dwelling units and one accessory dwelling unit on Lot 17 to be constructed on twenty-seven (27) lots of varying sizes serviced by a looped access road, sidewalks, and utilities, as well as the development of an underground parking garage, a pocket park and open space, drainage improvements and drainage ways, landscaping, project identification and wayfinding signage; and,

WHEREAS, the Final Plat created 27 lots of varying sizes, building envelopes, road rights-of-way, easements, open space areas and tracts; and

WHEREAS, the Applicant intends to construct project infrastructure in one (1) phase to allow for the incremental build-out residential structures within the PUD as market conditions and absorption rates dictate; and,

WHEREAS, the Commission held public hearings to consider the Final Plat February 9, 2022, and recommended approval with conditions of the Final Plat to the Town Council; and

WHEREAS, the Town Council held public hearings (i.e., First Reading and Second Reading) and approved the Final Plan (Ordinance No. 4, Series 2022), and the Belden Place Final Plat (Ordinance No. 5), on or about March 2, 2022 and March 16, 2022; and

WHEREAS, prior to the approval of the Final Plan, the Applicant filed a lawsuit in Eagle County District Court at case number 2022CV30054 contesting the number of Single Family Equivalents/Water Taps ("SFEs") made available to the project (the "Litigation"); and

WHEREAS, the Town filed a counter claim in the Litigation against Miners; and

WHEREAS, rather than continue the Litigation, the parties desired to institute a process to settle the issues between them; and

WHEREAS, the Town and the Applicant entered into and executed a Settlement Agreement (the "Settlement") as memorialized by the Town via Resolution No. 32, Series 2023; and

WHEREAS, the Settlement provides that, within 60 days of the Effective Date of the Settlement, Miners would be permitted to submit to the Town an application to amend the Final Plan and Final Plat to eliminate the Triplex on Lots 12, 13, and 14 and replace it with a single-family unit plus ADU; and

WHEREAS, the Settlement also provides that such application "shall be processed" as two ordinances amending Ordinance No. 4, Series 2022 and Ordinance No. 5, Series 2022; and

WHEREAS, Chapter 17, Article 8. – Minor subdivisions., MMC, provides procedures and submittal requirements for Amended Final Plats; and

WHEREAS, the Town received an application for minor modification to the Final Plat (the "Amended Final Plat") pursuant to the Settlement on or about December 14, 2023 and in accordance with Article 8; and

WHEREAS, Town of Minturn Staff ("Staff") finds that the Amended Final Plat conforms with the Town's standards; and

WHEREAS, the Amended Final Plat will consolidate Lots 12, 13, and 14 into New Lot 12, while all other aspects of the Final Plat will remain the same as those approved via Ordinance No. 5, Series 2022; and

WHEREAS, the Commission, at their regular meeting of May 8, 2024, considered Ordinance No. 15, Series 2024 to approve the Amended Final Plat and to Amend Ordinance No. 5, Series 2022, and recommended approval to the Town Council; and

WHEREAS, the Town Council, at their regular meeting of June 5, 2024, considered Ordinance No. 15, Series 2024, on first reading, to approve the Amended Final Plat and to Amend Ordinance No. 5, Series 2022; and

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

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

SECTION 2. That the Belden Place Amended Final Plat is hereby approved.

INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THE 5th DAY OF JUNE 2024. 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 19th DAY OF JUNE 2024 AT 5:30 p.m. AT THE MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.

TOWN OF MINTURN, COLORADO

_____
Earle Bidez, Mayor

ATTEST:

By:_____
Jay Brunvand, Town Clerk

THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE ENACTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THIS 19th DAY OF JUNE 2024.

TOWN OF MINTURN, COLORADO

_____
Earle Bidez, Mayor

ATTEST:

By:_____
Jay Brunvand, Town Clerk

FINAL PLAT
BELDEN PLACE, P.U.D.
Town of Minturn, County of Eagle, State of Colorado

MINTURN TOWN CERTIFICATE

This plat is approved by the town council of the Town of Minturn, County of Eagle, State of Colorado this ___ day of ____, 20___, for filing with the Clerk and Recorder of the County of Eagle, Colorado, and for conveyance of the dedications shown hereon; subject to the provisions that approval in no way obligates the town of Minturn for financing or construction of improvements of said lands, streets or easements dedicated to the public, except as specifically agreed to by the Town Council of the Town of Minturn.

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

BY: _____ ATTEST: _____

MAYOR
TOWN OF MINTURN, COLORADO

TOWN CLERK
TOWN OF MINTURN, COLORADO

SUBORDINATION BY MORTGAGEE

ANB Bank, being the holder of a promissory note secured by a Deed of Trust recorded December 19, 2018, at Reception No. 201821567, in the Office of the Clerk and Recorder of Eagle County, Colorado, Hereby consents to the subdivision of the lands set forth in this Final Plat of Belden Place PUD, and subordinates the lien represented by the aforesaid deed of trust to the dedications and restrictions as shown on this Final Plat and relative covenants, conditions and restrictions.

MORTGAGEE: ANB BANK

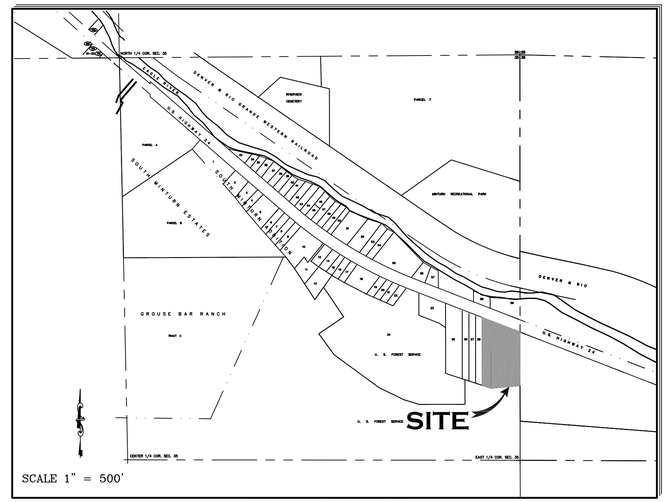
BY: _____

STATE OF _____)
) §
COUNTY OF _____)

THE FOREGOING SUBORDINATION BY MORTGAGEE WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ , 20__, BY _____ AS _____ OF ANB BANK.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC



PORTION OF SECTION 35,
TOWNSHIP 5 SOUTH, RANGE 81 WEST, 6th P.M.

CERTIFICATE OF DEDICATION AND OWNERSHIP

Know all men by these presents that MINERS BASE CAMP LLC, A Colorado Limited Liability Company being sole owner in fee simple of all that real property situated in the town of Minturn, eagle county, Colorado described as follows:
Lots 29, 31 and 32, South Minturn Addition, according to the Annexation Plat thereof recorded March 1, 1978 as Reception No. 163447 in the Office of the Eagle County Clerk and Recorder, Eagle County, Colorado and lots 1, 2 and 3 Duran subdivision according to the plat thereof recorded December 14, 1994 as Reception No. 553188 in the Office of the Eagle County Clerk and Recorder, Eagle County, Colorado, the perimeter of which particularly described as follows: Commencing at a point on the east line of Section 35, Township 5 South, Range 81 West, of the 6th Principle Meridian, said point being a found red plastic cap stamped LS 26626 from which the northeast corner of said Section 35 bears N00°02'00"W 1962.17 feet; thence S00°02'00"E 0.57 feet to the True Point of Beginning, said Point of Beginning also being a point on the South right of way line of U.S. highway 24 per C.D.O.T. project Tap M890-001 and the map thereof and also being the northeast corner of said lot 32, South Minturn Addition; thence upon said East line of Section 35 S00°02'00"E 356.38 feet to the southeast corner of said lot 32 being a found 3" aluminum Dept. of Agriculture cap in monument box stamped LS 7235, 1984; thence departing said East line Section 35 and upon the South line of said lot 32 and said lot 31, South Minturn Addition S84°06'47"W 220.37 feet to the southeast corner said lot 29, South Minturn Addition being a found 2.5" brass cap on 1" iron pipe stamped sw cor Gates Tract; thence upon the South line of said lot 29 N71°22'44"W 63.47 feet to the southwest corner said lot 29 being a found 1" iron pipe with no cap; thence departing said South line and upon the West line of said lot 29 N00°01'03"W 467.14 feet to said South right of way U.S. Highway 24 also being the northwest corner of said lot 29; thence upon said South right of way U.S. Highway 24 S68°46'59"E 299.59 feet to the True Point of Beginning.
Containing 2.707 acres more or less; and has caused the same to be laid out, platted and subdivided, and designated as BELDEN PLACE P.U.D. Subdivision in the Town of Minturn, County of Eagle, Colorado, and does hereby accept responsibility for the completion of the improvements required by this plat, and do hereby dedicate and set aside all of the roads and other public improvements and places as shown on the accompanying plat to the use of the public forever; and do hereby dedicate those portions of said real property which are created as easements on the accompanying plat to the public or utility provider for the purposes shown herein; unless otherwise expressly provided hereon; and does hereby grant and dedicate the following interests in the property:
(A) to the Town of Minturn with no obligation to construct or maintain:
(1) Water Easement as shown on Sheet 4 - on, over, under, and through those portions of this final plat designated as "Water Easement" for the purpose of using, installing, constructing, maintaining, improving, repairing and replacing facilities of any kind or nature for the transmission of domestic water and/or irrigation water including but not limited to taps, manholes, and water lines, together with a right of ingress and egress thereto.
(2) a non-exclusive road easement on, over, under, above, across and through those areas designated hereon as "Tract A" for the purpose of: vehicular or pedestrian access, ingress and egress and road uses.
(3) a non-exclusive easement on, over, under, above, across and through those areas designated hereon as Tract B, the area defined as "Utility, Drainage, Snow Storage and Pedestrian Easement", on lot 17, and along the rear (northern) 5 feet of lots 18, 19, and 20 for the purposes of storm drainage, drainage of water flow from other lands along with the right but not the obligation for installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, and for temporary construction of sidewalks and roadways together with right of ingress and egress thereto.
4) Pedestrian Easement within on, over, under, above, across and through those areas designated hereon as "Pedestrian Easement" as shown on sheet 3 for the purpose of pedestrian use including reasonable ingress and egress of persons to include foot, bicycle or small wheel use along with sidewalk or path construction, use and repair.
(B) to the Eagle River Water and Sanitation District a non-exclusive Sewer Easement as shown on sheet 4 - on, over, under, above, across and through those areas designated hereon as "Sewer Easement" to, as shown, for the purposes of disposal and transmission of domestic sewage and storm water, the installation, use, repair, replacement, improvement and maintenance of sanitary sewer structures including but not limited to manholes, pipes and all related structures, together with a right of ingress and egress thereto.

OWNER: _____ ADDRESS: _____

BY: _____
TITLE: _____

STATE OF _____)
)SS
COUNTY OF _____)

THE FOREGOING CERTIFICATE OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS __DAY OF _____, A.D, 20__, BY _____ AS _____ OF _____ _____

MY COMMISSION EXPIRES: _____ _____

WITNESS MY HAND AND OFFICIAL SEAL

_____
NOTARY PUBLIC

TITLE CERTIFICATE

_____ _____ does hereby certify that it has examined the title to all lands shown upon this plat and that title to such is vested in _____
free and clear of all liens, taxes, and encumbrances, except_____
_____
_____
_____
_____

DATED THIS _____ DAY OF _____, A.D., 20___.

AGENT: _____

CLERK AND RECORDER'S CERTIFICATE

This Plat was filed for record in the Office of the Clerk and Recorder at _____ o'clock _____, on this ____ day of _____, A.D, 20_

_____ **BY:** _____
CLERK AND RECORDER DEPUTY

USE TABLE

LOT	USE	AREA	ADDRESS
1	SINGLE FAMILY	2,098 S.F.	0018 SILVER LOOP
2	DUPLEX LOT	2,341 S.F.	0020 SILVER LOOP
3	DUPLEX LOT	1,496 S.F.	0022 SILVER LOOP
4	SINGLE FAMILY	2,603 S.F.	0024 SILVER LOOP
5	DUPLEX LOT	1,459 S.F.	0026 SILVER LOOP
6	DUPLEX LOT	1,629 S.F.	0028 SILVER LOOP
7	MULTI-FAMILY	27,233 S.F.	0036 SILVER LOOP
8	DUPLEX LOT	2,049 S.F.	0029 BELDEN WAY
9	DUPLEX LOT	1,404 S.F.	0027 BELDEN WAY
10	DUPLEX LOT	2,092 S.F.	0025 BELDEN WAY
11	DUPLEX LOT	1,668 S.F.	0023 BELDEN WAY
12	SINGLE FAMILY	3,641 S.F.	0019 BELDEN WAY
15	SINGLE FAMILY	2 ,146 S.F.	0015 BELDEN WAY
16	SINGLE FAMILY	2,212 S.F.	0013 BELDEN WAY
17	SINGLE FAMILY	12,033 S.F.	0011 BELDEN WAY
18	SINGLE FAMILY	3,283 S.F.	0010 SILVER LOOP
19	SINGLE FAMILY	3,018 S.F.	0012 SILVER LOOP
20	SINGLE FAMILY	3,116 S.F.	0014 SILVER LOOP
21	MULTI-FAMILY	2,454 S.F.	0009 SILVER LOOP
22	MULTI-FAMILY	1,251 S.F.	0011 SILVER LOOP
23	MULTI-FAMILY	1,251 S.F.	0013 SILVER LOOP
24	MULTI-FAMILY	1,251 S.F.	0015 SILVER LOOP
25	MULTI-FAMILY	2,504 S.F.	0017 SILVER LOOP
26	SINGLE FAMILY	2,014 S.F.	0023 SILVER LOOP
27	SINGLE FAMILY	2,162 S.F.	0025 SILVER LOOP
Tract A	ROADS	15,682 S.F.	BELDEN WAY & SILVER LOOP
Tract B	OPEN SPACE	4,713 S.F.	0016 SILVER LOOP
Tract C	OPEN SPACE	7,145 S.F.	0037 SILVER LOOP
Tract D	OPEN SPACE	1,956 S.F.	0031 BELDEN WAY
TOTAL		117,904	2.707 ACRES

ADDRESSES ARE FOR INFORMATIONAL PURPOSES ONLY

CERTIFICATE OF TAXES PAID

I, the undersigned, do hereby certify that the entire amount of taxes and assessments due and payable as of _____, 20___ upon all parcels of real estate described on this Plat are paid in full.

DATED THIS _____ OF _____, A.D., 20___

_____
TREASURER OF EAGLE COUNTY

SURVEYOR'S CERTIFICATE

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

COLORADO REGISTERED MATTHEW S. SLAGLE 34998 04-18-2024 PROFESSIONAL LAND SURVEYOR

PRELIMINARY

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

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

GENERAL NOTES AND NOTES FOR CREATED EASEMENTS:
1) The purpose of this Final Plat is to (i) Create various lots with building envelopes, open space areas and tracts, pursuant to Town of Minturn Land Use Regulations and Colorado Revised Statutes concerning the subdivision of land, (ii) create easements for the purposes described, (iii) as shown and described herein, vacate the lot lines that defined lots 29 through 32 includes lot 30, which no longer exists but is described in Duran Subdivision lots, South Minturn Addition to the Town of Minturn, according to the annexation plat thereof as filed march 1, 1979 as reception no. 163774 along with lots 1 thru 3, Duran Subdivision, according to the plat thereof recorded December 14, 1994 as reception no. 553188, (iiii) and to vacate certain easements, all as shown herein.
2) Basis of Bearing: S 00°02'00" E upon the East line of Section 35, Township 5 South, Range 81 West, 6TH P.M. between USGLO survey monuments marking the northeast and east corners of said section. this bearing based on annexation plat, south Minturn addition to the Town of Minturn, reception no. 163447.
3) Survey Date: February, 2020.
4) Legal description, easements and location of boundary lines are based on Old National Republic Title Insurance Company order number no. V50057120 dated June 15, 2020 and order no. OX50057329.2769218 dated September 1, 2020 provided by Land Title Guarantee Company, the Stewart Title Guaranty Company commitment no. 207537C2 dated March 29, 2019, along with plats and survey monumentation referenced hereon.
5) These platted lands are subject to:
I) The Belden place PUD Guide recorded as Reception No. _____. Notice Section VII (B) in PUD Guide for Easement Encroachment guide.
II) The Partywall Agreement (Belden Place) recorded as Reception No. _____.
III) The Declarations of Covenants, Conditions and Restrictions for Belden Place recorded as Reception No. _____, and subject to the subdivision agreement filed and recorded for this subdivision as Reception No. _____ both in the office of the Clerk and Recorder of Eagle County, Colorado.
IV) Easement Encroachment Areas within those areas defined herein on sheet 3, designated as "Easement Encroachment Area". These areas are areas that allow for certain constructed features to encroach outside the typical building setbacks, as governed and defined in the Belden Place PUD Guide. (see note 5 (I) above.)
6) the interior lot lines platted herein between duplex, tri-plex, and multi-family lots are created as party wall separations and not subject to side building setbacks.
7) Lots 2,3,5,6,8,9,10,11 (duplex lots), and lots 21,22,23,24,25,(multi-family lots) each contain one (1) residential unit and may not be subdivided further. Lot numbers 13 and 14 intentionally omitted with this filing.
PERTAINING TO CREATED EASEMENTS:
8) the owner, Miners Base Camp LLC, a Colorado Limited Liability Company, hereby reserves for themselves their successors and / or assigns the following non-exclusive easements:
a) a non-exclusive Utility and Drainage Easement as shown on sheet 5 - on, over, under, above, across and through those areas designated hereon as "Utility and Drainage Easement" for the purpose of i) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, including but not limited to waterlines and hydrants, sanitary sewerlines and manholes, telephone lines, cable television lines, gaslines, electrical lines, fiber optic lines, other communication lines and all related structures, together with right of ingress and egress, ii) storm drainage, drainage of water flow from other lands along with the installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto.
b) non-exclusive Utility, Drainage, Snow Storage and Pedestrian Easement on, over, under, above, across and through those areas designated hereon as "Utility, Drainage, Snow Storage and Pedestrian Easement" within Tracts A, B, C, and D along with the portion of lot 7 all as shown on sheet 3- for the purpose of i) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, and all related structures, together with right of ingress and egress, ii) storm drainage, drainage of water flow from other lands along with the installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto along with snow storage and iii) pedestrian use including reasonable ingress and egress of persons to include foot, bicycle or small wheel use along with sidewalk or path construction, use and repair.
c) non-exclusive Utility, Drainage, Snow Storage and Landscaping Easement within that portion of lot 17 shown on sheet 3 - on, over, under, above, across and through those areas designated hereon as "Utility, Drainage, Snow Storage and Landscaping Easement" for the purpose of i) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, and all related structures, together with right of ingress and egress, ii) storm drainage, drainage of water flow from other lands along with the installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto along with snow storage and iii) landscaping use.
d) non-exclusive Sign Easement within that portion of lot 18 shown on sheet 3 - on, over, under, above, across and through those areas designated hereon as "Sign Easement" for the purpose of i) the installation, operation, use, repair, replacement, improvement and maintenance of signage and related landscaping, and all related structures, together with right of ingress and egress.

9) roads and sidewalks created hereon, and shown as Tract A, shall be dedicated to public use and maintained by Belden Place Owners Association.

NOTE REQUIRED BY TOWN OF MINTURN:
NO INDIVIDUAL CONDOMINIUM UNIT SHALL BE SOLD INTO SEPARATE OWNERSHIP UNTIL AND UNLESS A TYPE B SUBDIVISION PLAT HAS BEEN APPROVED BY THE TOWN OF MINTURN AND SUCH PLAT HAS BEEN RECORDED IN THE REAL ESTATE RECORDS OF EAGLE COUNTY.

Revised Town Comments& Sew Ease 4-18-24 MSS
Revised Per Town Comments 3-14-24 MSS

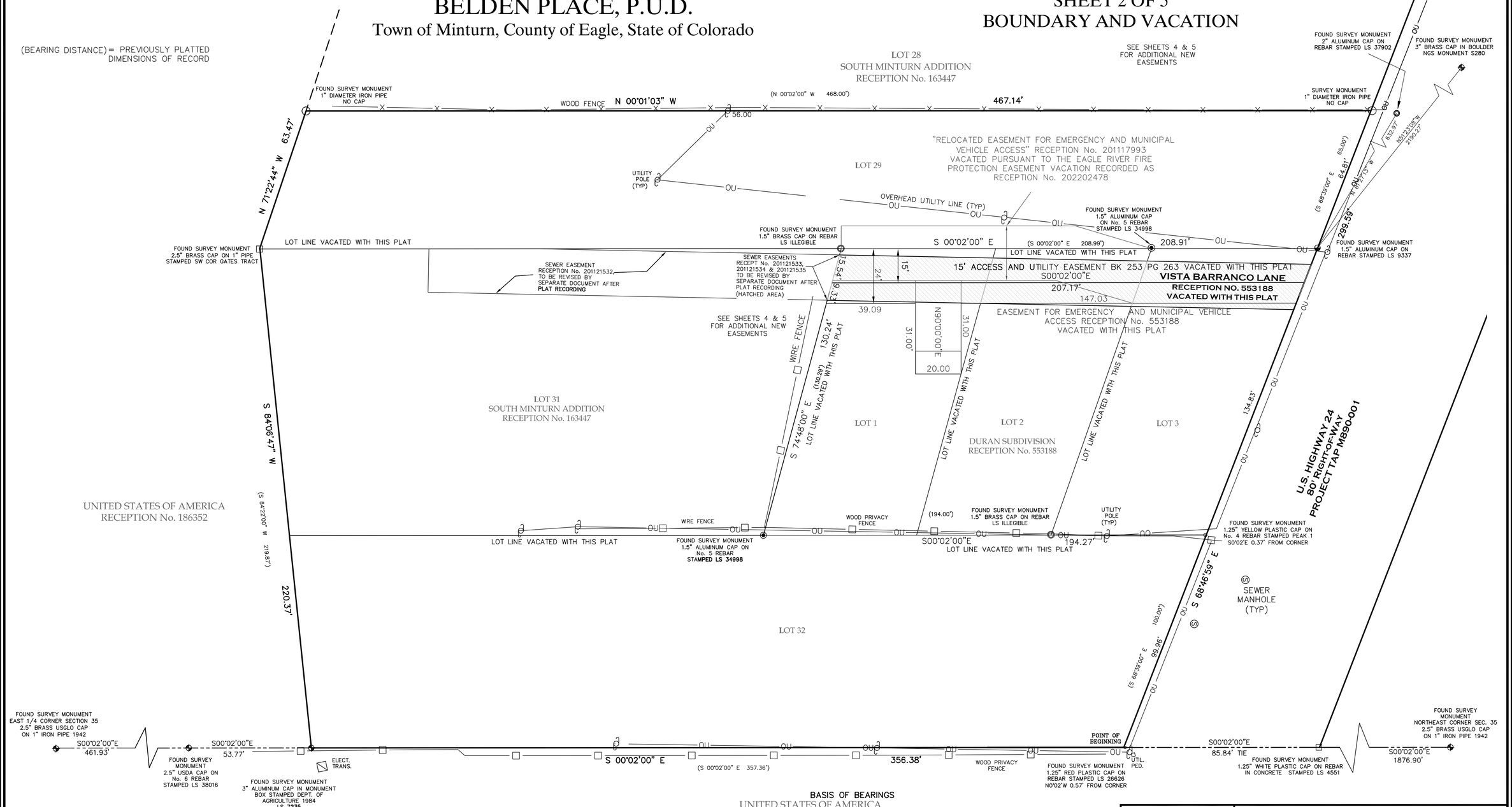
SLAGLE SURVEY SERVICES
800 Castle Drive - P.O. Box 751 Eagle, Colorado 81631
970.471.1499 Office matthew@slaglesurvey.com
www.SlagleSurvey.com

FINAL PLAT
BELDEN PLACE, P.U.D.
Town of Minturn, County of Eagle, State of Colorado

DRAWN BY:	JOB NUMBER:	DRAWING NAME:
MSS	18029	18029_PUD-24.dwg
SHEET 1 OF 5		DATE: 11-11-2023

FINAL PLAT
BELDEN PLACE, P.U.D.
Town of Minturn, County of Eagle, State of Colorado

SHEET 2 OF 5
BOUNDARY AND VACATION



20 0 10 20 40 80

1 INCH = 20 FEET

COLORADO REGISTERED MATTHEW S. SLAGLE 34998 04-18-2024 PROFESSIONAL LAND SURVEYOR

PRELIMINARY

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

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

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

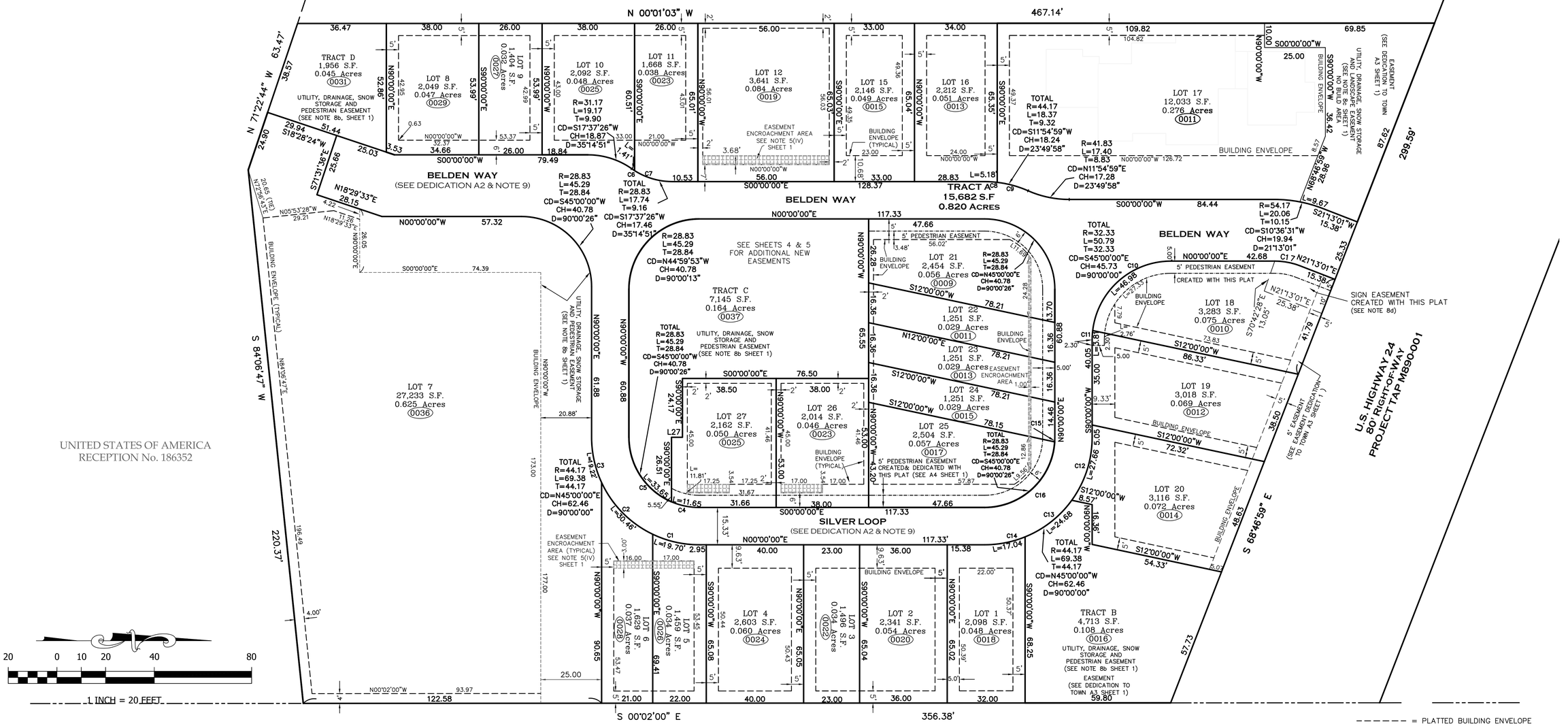
FINAL PLAT
BELDEN PLACE, P.U.D.
Town of Minturn, County of Eagle, State of Colorado

DRAWN BY:	JOB NUMBER:	DRAWING NAME:
MSS	18029	18029_PUD-23.dwg
SHEET 2 OF 5		DATE: 11-11-2023

FINAL PLAT
BELDEN PLACE, P.U.D.
Town of Minturn, County of Eagle, State of Colorado

SHEET 3 OF 5
SUBDIVISION

LOT 28
SOUTH MINTURN ADDITION
RECEPTION No. 163447



UNITED STATES OF AMERICA
RECEPTION No. 186352

UNITED STATES OF AMERICA
RECEPTION No.246983

L27 = S00°00'00"W 4.50

= PLATTED BUILDING ENVELOPE
= PEDESTRIAN EASEMENT
= EASEMENT ENCROACHMENT AREA SEE NOTE 5(IV)

CURVE TABLE

CURVE	LENGTH	RADIUS	Tangent	Chord	Chd Brng	Delta
C1	19.70	44.17	10.01	19.53	N12°46'33"E	25°33'06"
C2	30.46	44.17	15.86	29.86	N45°18'32"E	39°30'53"
C3	19.22	44.17	9.76	19.07	N77°31'59"E	24°56'01"
C4	11.65	28.83	5.91	11.57	N11°34'15"E	23°08'56"
C5	33.65	28.83	19.03	31.77	N56°34'28"E	66°51'30"
C6	1.41	28.83	0.71	1.41	N33°50'32"E	2°48'39"
C7	16.32	28.83	8.39	16.11	N16°13'06"E	32°26'12"
C8	5.18	44.17	2.59	5.18	S03°21'35"W	6°43'11"
C9	13.19	44.17	6.65	13.14	S15°16'34"W	17°06'47"
C10	46.98	32.33	28.73	42.95	S41°37'23"E	83°14'46"
C11	3.81	32.33	1.91	3.81	S86°37'23"E	6°45'14"
C12	27.66	44.17	14.30	27.21	N72°03'40"W	35°52'40"
C13	24.68	44.17	12.67	24.36	N38°06'40"W	32°01'20"
C14	17.04	44.17	8.63	16.93	N11°03'00"W	22°06'00"
C15	1.89	28.83	0.94	1.89	N88°07'42"W	3°45'03"
C16	43.41	28.83	27.01	39.42	N43°07'29"W	86°15'24"
C17	10.68	28.83	5.40	10.62	N10°36'31"E	21°13'28"

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

COLORADO REGISTERED MATTHEW S. SLAGLE 34998 04-18-2024 PROFESSIONAL LAND SURVEYOR

PRELIMINARY

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

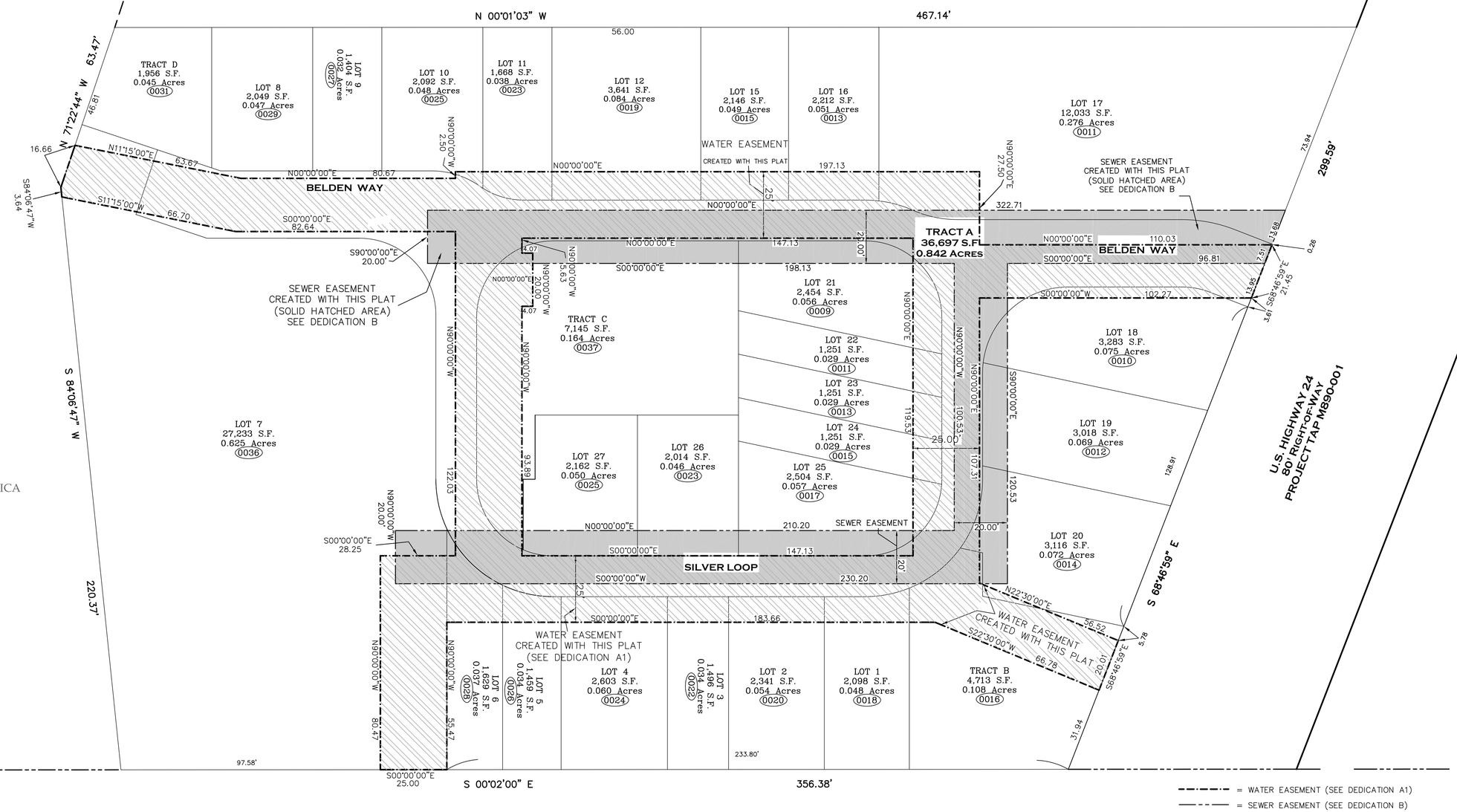
SLAGLE SURVEY SERVICES
800 Castle Drive - P.O. Box 751 Eagle, Colorado 81631
970.471.1499 Office matthew@slaglesurvey.com
www.SlagleSurvey.com

FINAL PLAT
BELDEN PLACE, P.U.D.
Town of Minturn, County of Eagle, State of Colorado

DRAWN BY: MSS	JOB NUMBER: 18029	DRAWING NAME: 18029_PUD-23.dwg
SHEET 3 OF 5		DATE: 11-11-2023

FINAL PLAT
BELDEN PLACE, P.U.D.
Town of Minturn, County of Eagle, State of Colorado

SHEET 4 OF 5
WATER & SEWER EASEMENTS CREATED WITH THIS PLAT



UNITED STATES OF AMERICA
RECEPTION No.246983

PRELIMINARY

COLORADO REGISTERED
MATTHEW S. SLAGLE
34998
04-18-2024
PROFESSIONAL LAND SURVEYOR

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

20 0 10 20 40 80
1 INCH = 20 FEET

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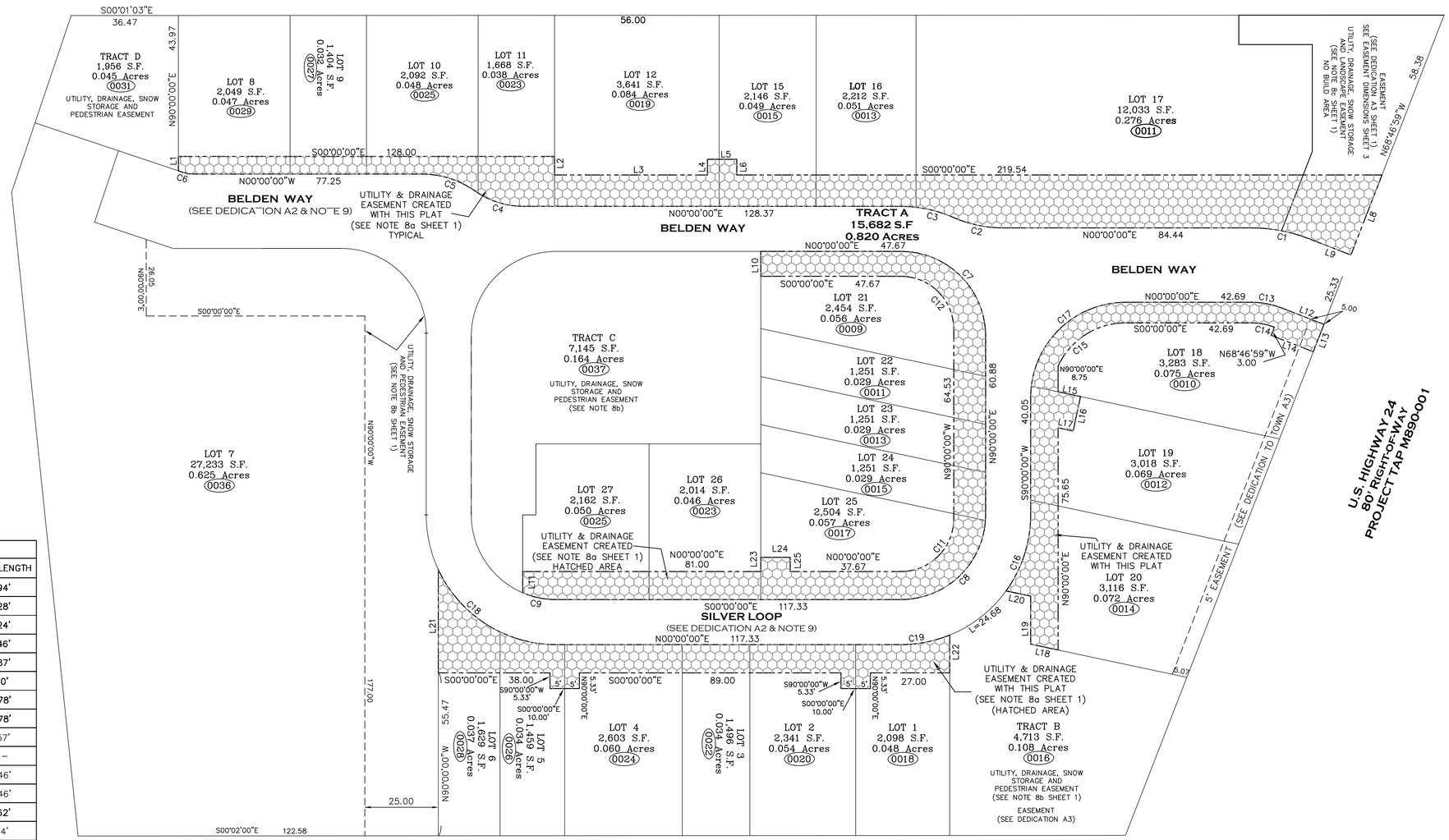
DRAWN BY: MSS	JOB NUMBER: 18029	DRAWING NAME: 18029_PUD-23.dwg
SHEET 4 OF 5		DATE: 11-11-2023

FINAL PLAT
BELDEN PLACE, P.U.D.
Town of Minturn, County of Eagle, State of Colorado

SHEET 5 OF 5
UTILITY & DRAINAGE EASEMENTS CREATED WITH THIS PLAT

SEE NOTE 8a SHEET 1

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	4.88	N90° 00' 00"E
L2	6.32	N90° 00' 00"W
L3	52.00	S00° 00' 00"E
L4	5.33	N90° 00' 00"E
L5	10.00	S00° 00' 00"E
L6	5.33	N90° 00' 00"W
–	––	–––––
L8	29.24	N68° 46' 59"W
L9	15.38	N21° 13' 01"E
L10	8.48	N90° 00' 00"W
L11	7.22	N90° 00' 00"W
L12	15.38	N21° 13' 01"E
L13	10.00	S68° 46' 59"E
L14	15.38	S21° 13' 01"W
L15	7.79	N12° 00' 00"E
L16	12.00	S78° 00' 00"E
L17	5.24	S12° 00' 00"W
L18	9.54	S12° 00' 00"W
L19	16.36	N90° 00' 00"W
L20	8.57	S12° 00' 00"W
L21	35.18	N90° 00' 00"W
L22	12.87	N90° 00' 00"W
L23	4.83	S90° 00' 00"W
L24	10.00	N00° 00' 00"E
L25	4.83	N90° 00' 00"E
L26	1.52	N90° 00' 00"W



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	20.06'	54.17	21°13'01"	S10° 36' 31"W	19.94'
C2	17.40'	41.83	23°49'58"	N11° 54' 59"E	17.28'
C3	18.37'	44.17	23°49'58"	S11° 54' 59"W	18.24'
C4	17.74'	28.83	35°14'51"	N17° 37' 26"E	17.46'
C5	19.17'	31.17	35°14'51"	S17° 37' 26"W	18.87'
C6	5.74'	14.90	22°03'53"	N11° 17' 40"E	5.70'
C7	45.29'	28.83	90°00'00"	S45° 00' 00"W	40.78'
C8	45.29'	28.83	90°00'00"	N45° 00' 00"W	40.78'
C9	11.65'	28.83	23°08'56"	N11° 34' 15"E	11.57'
––	–––	–––	––––	–––––	–––
C11	28.27'	18.00	90°00'00"	N45° 00' 00"W	25.46'
C12	28.27'	18.00	90°00'00"	S45° 00' 00"W	25.46'
C13	10.68'	28.83	21°13'01"	S10° 36' 31"W	10.62'
C14	8.09'	21.83	21°13'01"	S10° 36' 31"W	8.04'
C15	28.84'	25.33	65°12'58"	S32° 36' 29"E	27.30'
C16	27.66'	44.17	35°52'40"	N72° 03' 40"W	27.21'
C17	50.79'	32.33	90°00'00"	S45° 00' 00"E	45.73'
C18	50.16'	44.17	65°03'59"	N32° 31' 59"E	47.50'
C19	17.04'	44.17	22°06'00"	N11° 03' 00"W	16.93'

20 0 10 20 40 80

1 INCH = 20 FEET

COLORADO REGISTERED MATTHEW S. SLAGLE PROFESSIONAL LAND SURVEYOR
34998
04-18-2024

PRELIMINARY

Matthew S. Slagle PLS 34998
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FINAL PLAT
BELDEN PLACE, P.U.D.
Town of Minturn, County of Eagle, State of Colorado

DRAWN BY: MSS	JOB NUMBER: 18029	DRAWING NAME: 18029_PUD-23.dwg
SHEET 5 OF 5		DATE: 11-11-2023

To: Town Council
From: Madison Harris
Date: May 31, 2024
Agenda Item: Resolution 26 - Series 2024 A Resolution Approving Belden Place SIA - Request for Continuance

REQUEST:
Continue the public hearing of Resolution 26 - Series 2024 A Resolution Approving Belden Place SIA to June 19th, 2024.

INTRODUCTION:
Council is concurrently considering Ordinances 14 and 15, Series 2024 on first reading amending the Belden Place Final Plan and Final Plat. A Subdivision Improvements Agreement goes along with these ordinances, however it should be approved at second reading instead of first. Staff requests that Resolution 26 - Series 2024 A Resolution Approving Belden Place SIA be continued to June 19, 2024 in line with the second reading of Ordinances 14 and 15, Series 2024.

COMMUNITY INPUT: Ongoing

BUDGET / STAFF IMPACT: TBD

STRATEGIC PLAN ALIGNMENT:
PRACTICE FAIR, TRANSPARENT AND COMMUNICATIVE LOCAL GOVERNMENT
SUSTAIN AND INVEST IN THE THINGS THAT DEFINE MINTURN AS A PROUD, STURDY MOUNTAIN TOWN TO “KEEP MINTURN MINTURN”

ATTACHMENTS:

- None

PO Box 309 • 302 Pine St • Minturn, CO 81645 • www.minturn.org • info@minturn.org • 970-827-5645

To: Town Council
From: Madison Harris
Date: May 31, 2024
Agenda Item: Ordinance 16 - Series 2024 478 Eagle River Street - Nomination Application - Request for Continuance

REQUEST:
Continue the public hearing of the nomination application of 478 Eagle River Street to June 19th, 2024.

INTRODUCTION:
Staff received a nomination application on May 8, 2024 for 478 Eagle River Street. In the hopes of being expedient, staff publicly noticed for the hearing to take place at the HPC on May 21st and at Council on June 5th. After further discussion with the property owner, who is currently planning to get married on June 1st, he has requested that the public hearing at Council be moved to June 19th instead so that he may focus on his impending nuptials and honeymoon.

This is on the agenda as an ordinance due to the public notice requirements, however an ordinance has not been drafted to be put before the Council and staff requests that the hearing be continued to June 19th.

ANALYSIS:
Staff is supportive of this request.

COMMUNITY INPUT: Ongoing

BUDGET / STAFF IMPACT: TBD

STRATEGIC PLAN ALIGNMENT:
PRACTICE FAIR, TRANSPARENT AND COMMUNICATIVE LOCAL GOVERNMENT
SUSTAIN AND INVEST IN THE THINGS THAT DEFINE MINTURN AS A PROUD, STURDY MOUNTAIN TOWN TO “KEEP MINTURN MINTURN”

ATTACHMENTS:

- Nomination Application

PO Box 309 • 302 Pine St • Minturn, CO 81645 • www.minturn.org • info@minturn.org • 970-827-5645

HISTORIC LANDMARK NOMINATION

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT
P.O. Box 309/302 Pine Street Minturn, Colorado 81645-0309
970-827-5645 | planner1@minturn.org

Section 1 - Purpose:

The purpose of Historic Preservation is to enhance the Town of Minturn's local resources and to promote the public health, safety, and welfare through:

1. The protection and preservation of the Town's architecture, culture, and heritage as embodied in historic properties and historic districts, by appropriate regulations and incentives;
2. The stabilization of historic neighborhoods;
3. The establishment of the Town's Historic Register listing historic properties and historic districts;
4. The cultivation of civic pride in the art, architecture, and accomplishments of the past;
5. The encouragement of continued private ownership and utilization of such historic properties or historic districts now so owned and used;
6. The promotion of thoughtful community planning and design; and
7. The provision of educational opportunities to increase public appreciation of the Town's unique heritage.

Section 2 - Intent:

The intention of Historic Preservation is to create a reasonable balance between private property rights and the public interest in preserving the Town's unique historic character through the nomination of buildings, structures, sites, objects, and historic districts for preservation.

Narrative Description:

Please describe the current appearance of the property and any alterations that have occurred since its original construction.

The property is a rustic wood home near the Eagle River in Minturn. This single family two bedrrom home was built in 1943, making it eligible for historic preservation. It personifies the essence of historic Minturn and I am thereby nominating it for preservation. It's appearance is largely the same as when it was originally constructed 80+ years ago. It underwent improvements in 1949 (still at the 75 year threshold), which do not impact its exterior appearance. The primary building material is log, which was a relatively common building mainstay a the time of construction.

Photographs:

Please attach current photographs of the property and, if available, copies of historic photographs. For building, structures, or objects, current photographs should show the property from all directions.

If you are not the owner of the property that is being nominated, have you discussed this application with the owner(s)? This is encouraged, but not required. Yes ☐ No ☑

Signature:

Tracy C. Andersen

HISTORIC LANDMARK NOMINATION

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT
P.O. Box 309/302 Pine Street Minturn, Colorado 81645-0309
970-827-5645 | planner1@minturn.org

Section 3 - Basic Property Information:

Historic Name of Property (if applicable) and any other names:

N/A

Address of Property

Street Address: 478 Eagle River Street, Minturn, Co 81645

Legal Description of Property: Subdivision: BOOCO 2ND Block: 2 Lot: 15

Maps:

1. Include a location map on 8.5x11 inch page showing the property in relation to major streets
2. Include a site plan on 8.5x11 inch page showing the footprint of the building if applicable

Property Owner Information:

Name: David Ford

Mailing Address: PO BOX 161777
AUSTIN, TX 78716-1777

Email: david@eastendink.com

Phone: 512-431-8351

Applicant Information (if different):

Name: Tracy Andersen

Mailing Address: PO Box 871
Minturn, Colorado 81645

Email: tracyandersen@comcast.net

Phone: 303-543-8738

Is property listed on the National Register of Historic Places or the State Register of Historic Properties?

☐ Yes ☑ No

If yes, please provide date and registration number. Date: _____ Registration #: _____

For Official Use:

Date Received: _____ Planner: _____

Historic Preservation Commission - ☐ Approval ☐ Denial

Comments:

HISTORIC LANDMARK NOMINATION

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT
P.O. Box 309/302 Pine Street Minturn, Colorado 81645-0309
970-827-5645 | planner1@minturn.org

Section 4 - Eligibility Criteria:

Indicate how the property is significant to the Town of Minturn and its past by checking one or more of the following: Properties (*buildings, structures, sites, or objects*)or historic districts shall be at least 75 years old and meet 1 or more of the following criteria in order to be considered for designation:

- ☐ Association with events that have made a significant contribution to history;
  - ☐ Is a site of a historic event that had an effect upon society; or
  - ☐ Exemplifies cultural, political, economic, or ethnic heritage of the Town.
- ☐ Connection with persons significant in history.
- ☑ Distinctive characteristics of a type, period, method of construction, or artisan:
  - ☑ Exemplifies specific elements of an architectural style or period;
  - ☐ Is an example of the work of an architect or builder who is recognized for expertise nationally, state-wide, regionally, or locally;
  - ☐ Demonstrates superior craftsmanship or high artistic value;
  - ☑ Represents a style that is particular to the Town;
  - ☐ Represents an innovation in construction, materials, or design; or
  - ☐ Represents a built environment of a group of people in an era of history.
- ☑ Geographic importance:
  - ☑ Enhances the sense of identity of the Town or community; or
  - ☐ Is an established and familiar natural setting or visual feature of the Town or community.
- ☐ Possibility to yield important information related to prehistory or history:
  - ☐ Addresses research questions or fills recognized data gaps;
  - ☐ Embodies construction, development, or design adaptations; or
  - ☐ Informs on the development of engineering systems.

A property or historic district may be exempted from the age standard if the Town Council finds it to be exceptionally important in other criteria. *- Sec. 19-3-20 MMC*

For any eligibility criteria selected above, please provide sources and documentation below with the research and documentation for why this application should be designated historic. If this space is not enough please feel free to attach additional sheets.

This particular home was built in 1942, just as the war was getting underway. That year, Camp Hale was constructed as a temporary training camp for 10th Mountain Division. The highway over to Battle Mountain had been completed 6 years prior to this. The mine in Gilman was operating at close to full capacity and was an important part of Minturn's history as an authentic working town. The railroad played a key role in the town's economic development as well during this timeframe.

Given the continual tear down of Minturn's historic homes and other historic structures, the preservation of this property serves to encapsulate a sliver of the town's history and can serve as a reminder to those who visit the town of its amazing history. Minturn is a tourist town and visitors who travel to see it, especially in the summer and fall months, will be rewarded to see this house on their walking tour. Visitation to Minturn is projected to increase this summer and beyond, due to the recent designation of Camp Hale as a National Monument (Camp Hale-Continental Divide National Monument), which is roughly 15 miles north on highway 24.

HISTORIC LANDMARK NOMINATION

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT
P.O. Box 309/302 Pine Street Minturn, Colorado 81645-0309
970-827-5645 | planner1@minturn.org

Section 5 - Category and Resources:

Category of Nomination (check one):

- [x] Building (any shelter or enclosure having a roof supported by columns or walls and intended for the shelter, housing or enclosure of any individual, animal, process, equipment, goods or materials of any kind.)
- [ ] Site (the location of a significant event; a prehistoric or historic occupation or activity; or a building, structure, or object, whether standing or vanished, where the location itself maintains historic or archeological value regardless of the value of any existing building, structure, or object.)
- [ ] Object (a material item of functional, aesthetic, cultural, historical, or scientific value that may be, by nature or design, movable yet related to a specific setting or environment.)
- [ ] District (a geographically definable area including a concentration, linkage, or continuity of properties within a specified period of significance and may include within its geographic boundaries one (1) or more contributing properties, which has been designated by the Town Council)
- [ ] Structure (anything constructed or erected, the use of which requires location on or in the ground, for purposes other than shelter of humans, animals, or chattels.)

Narrative Statement of Significance:

Please describe how this property contributes to the history of Minturn. Why should the property be landmarked? For any category selected above, please provide sources and documentation below with the research and documentation for why this application should be designated historic. If this space is not enough please feel free to attach additional sheets.

Minturn is an iconic historical town located in the Central Rockies. It is often noted for its eclectic and unique architectural styles, given it has a strong mining and railroad history. This particular home was built in 1942, just as the war was getting underway. That year, Camp Hale was constructed as a temporary training camp for 10th Mountain Division. The highway over to Battle Mountain had been completed 6 years prior to this. The mine in Gilman was operating at close to full capacity and was an important part of Minturn's history as an authentic working town. The railroad played a key role in the town's economic development as well during this timeframe.

Given the continual tear down of Minturn's historic homes and other historic structures, the preservation of this property serves to encapsulate a sliver of the town's history and can serve as a reminder to those who visit the town of its amazing history. Minturn is a tourist town and visitors who travel to see it, especially in the summer and fall months, will be rewarded to see this house on their walking tour. Visitation to Minturn is projected to increase this summer and beyond, due to the recent designation of Camp Hale as a National Monument (Camp Hale-Continental Divide National Monument), which is roughly 15 miles north on highway 24.

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Section 6 - Description:

Architectural Description:

If property is a building, please describe the predominate architectural style such as Victorian or Mid-Century Modern.

One would consider this style as "rustic," at least according to the History Colorado website as it embodies a natural style and uses logs as the primary building material. It is a 2 11/2 story home with living areas located on the ground floor. Located near the 400 block of Main Street, this 1,303 square foot home has 2 bedrooms and 2 bathrooms. It is located just off the Top of the Rockies Scenic Byway. It is a classic old log home with a very "authentic Minturn" look that embodies old town Minturn. Few structures from this time period exist as many have been demolished in recent years.

List of References:

Please cite the books, articles, personal contacts, and other sources used in preparing this application.

History Colorado website
https://www.historycolorado.org/colorados-historic-architecture-engineering-guide#:~:text=Rustic%20style%20architecture%20is%20characterized,and%20stone%20for%20building%20materials.

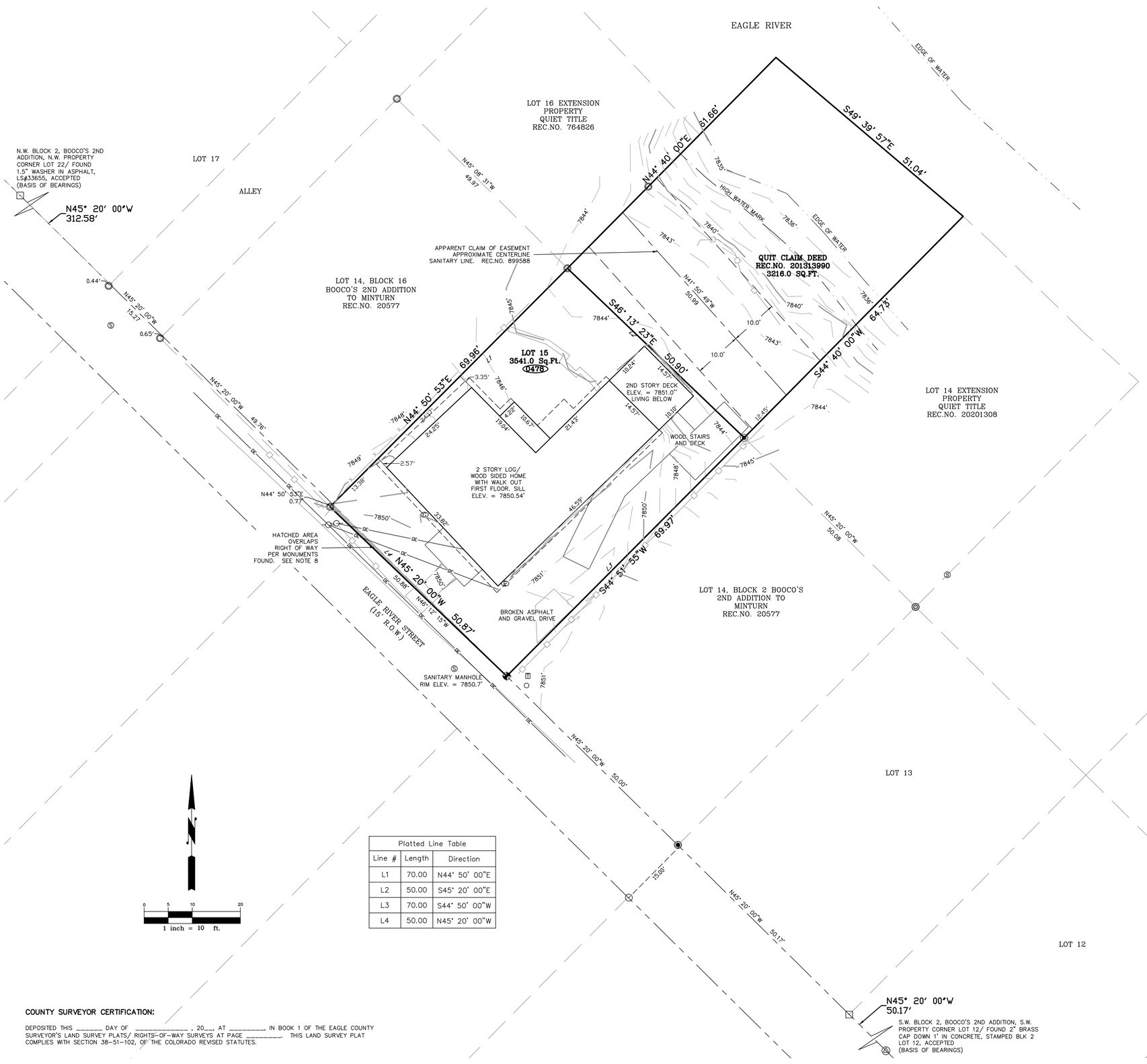
Minturn: A Memoir by Bill Burnett
https://www.historycolorado.org/colorados-historic-architecture-engineering-guide#:~:text=Rustic%20style%20architecture%20is%20characterized,and%20stone%20for%20building%20materials.

National Park Service
https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/fseprd1109675.pdf

Eagle Valley Library District Archive
https://evld.org/local-history

https://www.trulia.com/home/478-eagle-river-st-minturn-co-81645-13509223?mid=0#lil-streetViewTab

IMPROVEMENT SURVEY PLAT WITH TOPOGRAPHY
LOT 15, BLOCK 2
BOOCO'S 2nd ADDITION TO MINTURN
& a Parcel of Land Situated in Section 26,
Township 5 South, Range 81 West , 6th P.M.
Town of Minturn, County of Eagle, State of Colorado



Platted Line Table		
Line #	Length	Direction
L1	70.00	N44° 50' 00"E
L2	50.00	S45° 20' 00"E
L3	70.00	S44° 50' 00"W
L4	50.00	N45° 20' 00"W

DESCRIPTION:

LOT 15, BLOCK 2, BOOCO'S 2ND ADDITION TO THE TOWN OF MINTURN, ACCORDING TO THE RECORDED PLAT THEREOF, RECORDED 10-10-1901 AT RECEPTION NO. 20577 IN THE OFFICE OF THE CLERK AND RECORDER, COUNTY OF EAGLE, STATE OF COLORADO.

TOGETHER WITH

A PARCEL OF LAND SITUATED IN SECTION 26, TOWNSHIP 5 SOUTH, RANGE 81 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF MINTURN, BEING AN EXTENSION OF LOT 15, BLOCK 2, BOOCO'S 2ND ADDITION TO MINTURN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER, COUNTY OF EAGLE, STATE OF COLORADO, AND LYING SOUTH AND WEST OF THE MEDIAL LINE OF THE EAGLE RIVER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT NORTHERLY CORNER OF SAID LOT 15; THENCE N44°40'00"E, 61.66 FEET TO THE MEDIAL LINE OF SAID EAGLE RIVER; THENCE UPON SAID MEDIAL LINE S49°39'57"E, 51.04 FEET; THENCE DEPARTING SAID MEDIAL LINE S 44°40'00"W, 64.73 FEET TO THE EASTERLY CORNER OF SAID LOT 15; THENCE UPON THE NORTHEASTERLY LINE OF SAID LOT 15 N46°13'23"W, 50.90 FEET TO THE POINT OF BEGINNING, ACCORDING TO QUITCLAIM DEED, RECORDED 7-09-2013 AT RECEPTION NO. 201313990 IN THE OFFICE OF THE CLERK AND RECORDER, COUNTY OF EAGLE, STATE OF COLORADO.

NOTES:

1) DATE OF SURVEY: November 10, 2023
2) STREET ADDRESS: 478 Eagle River Street (Posted)
3) Location of improvements and lot lines are based upon the description above provided by Land Title Guarantee Company and Survey Monuments found at the time of this survey as shown hereon.
4) Benchmark: S-280 3.25" Brass Cap in Rock, Elevation = 7894.52'
5) U.S. Survey feet used for this survey.
6) Basis of Bearings: An assumed bearing of N 45° 50' 00" W between the Southwesterly Block Corner 2 (Southwesterly Corner Lot 12), Booco's 2nd Addition to Minturn, Rec.No. 20577 and the Northwesterly Block Corner 2 (Northwesterly Corner Lot 22), Booco's 2nd Addition to Minturn, Rec.No. 20577.
7) Title Commitment provided by Land title Guarantee Company, Order No. V50070347, with an effective date of 10-06-2023.
8) The hatched area represents an overlap within the platted right of way. Therefor Lot 15 does not own this area based on the basis of bearings monuments found and the 1.25" Red Plastic Cap found within the right of way. This monument is only being accepted as an extension of the common property line for Lot 15 and Lot 16. The true corner bears N 44° 50' 53" E, 0.77 feet to a point of intersection on the right of way line.
9) Notice; According to Colorado Law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect, in no event, may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

CERTIFICATION:

I, RANDALL P. KIPP, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS LAND SURVEY PLAT WAS PREPARED FOR JOHN P. MCBURNIE, AND IS THE RESULT OF A SURVEY PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, RESPONSIBILITY AND CHECKING. I FURTHER CERTIFY THAT THIS LAND SURVEY PLAT IS IN CONFORMANCE WITH 38-51-106 C.R.S.: MINIMUM STANDARDS FOR LAND PLATS, AND IS BASED ON THE LAND SURVEYORS KNOWLEDGE INFORMATION AND BELIEF. IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

COLORADO LICENSED RANDALL P. KIPP 38079 11-15-23 NATIONAL CERTIFIED PROFESSIONAL SURVEYOR

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

LEGEND:

- DENOTES GAS METER
- DENOTES ELECTRIC METER
- DENOTES SANITARY SEWER MANHOLE
- DENOTES TELEPHONE PEDESTAL
- DENOTES FOUND SURVEY MONUMENT – 1.25" RED PLASTIC CAP ON #5 REBAR, LS #26626
- DENOTES FOUND SURVEY MONUMENT – 1.5" ALUMINUM CAP ON #5 REBAR, LS #22589
- DENOTES FOUND SURVEY MONUMENT – 1.5" SHINER WASHER IN ASPHALT, LS #33655
- DENOTES FOUND SURVEY MONUMENT – 2" ALUMINUM CAP ON #5 REBAR, LS #33655
- DENOTES FOUND SURVEY MONUMENT – 2" BRASS CAP, DOWN 1'
- DENOTES FOUND SURVEY MONUMENT – 2" ALUMINUM CAP ON #5 REBAR, LS #37902
- DENOTES FOUND SURVEY MONUMENT – #5 REBAR
- DENOTES SET SURVEY MONUMENT – 1.5" ALUMINUM CAP ON #5 REBAR, LS 38079
- DENOTES BOUNDARY LINE
- DENOTES EASEMENT LINE
- DENOTES ADJOINERS AND OTHER PROPERTY LINES
- DENOTES WOOD FENCE
- DENOTES WIRE FENCE
- DENOTES OVERHEAD WIRE
- DENOTES OVERHANG
- DENOTES RIGHT OF WAY LINE

COUNTY SURVEYOR CERTIFICATION:

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

IMPROVEMENT SURVEY PLAT WITH TOPOGRAPHY
LOT 15, BLOCK 2, BOOCO'S 2ND ADDITION TO MINTURN
Town of Minturn, County of Eagle, Colorado

JOB NO.: 231035 | DATE: 11-15-23
SHEET 1 OF 1 | DWG. NAME 231035-L15BOOCOS ISP

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474

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council@minturn.org
www.minturn.org

FUTURE MEETING AGENDA ITEMS

Below reflects proposed topics to be scheduled at future Town Council meetings and is informational only. Dates and topics are subject to change.

June 19, 2024

- Work Session (4:30 pm); Ethics Training – Mike Sawyer
- Ordinance __ - Series 2024 (Second Reading) An Ordinance Amending the Town's Historic Register to Add 151 Main Street
- Ordinance __ - Series 2024 (Second Reading) An Ordinance Amending the Town's Historic Register to Add 155 Main Street
- Ordinance __ - Series 2024 (First Reading) An Ordinance Amending the Town's Historic Register to Add 478 Eagle River Street
- Ordinance __ - Series 2024 (Second Reading) An Ordinance Amending the Belden Place PUD Final Plat
- Ordinance __ - Series 2024 (Second Reading) An Ordinance Amending the Belden Place PUD Final Plan
- Resolution __ - Series 2024 A Resolution Approving a Subdivision Improvement Agreement for Belden Place
- Resolution __ - Series 2024 A Resolution Approving Application for a Local Planning Capacity Matching Grant for Planning Services Associated with Minturn Forward Code Update Project
- Ordinance __ - Series 2024 (Second Reading) An Ordinance Amending Chapter 19, Article 9 Regarding Public Notice for Alterations, Demolitions, or Relocation of Non-Designated Structures Over 75 Years Old
- Resolution __ - Series 2024 A Resolution Approving a Temporary Use Permit for the Town of Minturn at 171 Main Street and 191 Main Street
- Acceptance of the 2023 Fiscal Year Audit
- Discussion/Direction - Resolution by the Stakeholders for a Downtown Development Authority Ballot Submitted to the Council
- Discussion/Direction – Short Term Rental Ordinance Amendments
- Discussion/Direction – Short Term Rental Tax Ballot Measure

July 3, 2024

July 17, 2024

- Resolution __ -Series 2024 A Resolution Adopting the Eagle County Hazard Mitigation Plan
- Discussion/Direction – Wildlife Migration Corridor/Winter Habitat Area and Approved Windows for Construction

- Resolution __ - Series 2024 A Resolution Supporting a Mil Levy for the Eagle County Conservation District
- Ordinance __ - Series 2024 (First Reading) An Ordinance Approving a Downtown Development Authority Measure for the November 5, 2024, General Election Ballot
- Resolution __ - A Resolution Approving the Town of Minturn Employee Handbook
- Resolution __ - A Resolution Approving the Eagle River Community Water Plan
- Resolution __ - A Resolution Appointing HPC Members

August 7, 2024

- Ordinance __ - Series 2024 (Second Reading) An Ordinance Approving a Downtown Development Authority Measure for the November 5, 2024, General Election Ballot

Dates to be Determined:

- Ordinance __ - Series 2024 (First Reading) An Ordinance Amending the Town's Historic Register to Add 478 Eagle River Street
- Discussion/Direction – Minturn North Parcel C (Town Parcel) Future Uses