



## Agenda

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

Wednesday, April 15, 2026

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

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

This agenda and meetings can be viewed at [www.minturn.org](http://www.minturn.org).

#### Meeting Access Information and Public Participation:

This will be an in-person meeting with access for the public to attend in person or via the Zoom link included. Zoom Link: <https://us02web.zoom.us/j/81160108248>

**Zoom Call-In Information:** 1 651 372 8299 or 1 301 715 8592 **Webinar ID:** 811 6010 8248

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

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

#### 1. Call to Order

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

##### A. Swearing in of New Council Members:

- A. Town Clerk swears in Mayor
- B. Mayor swears in new Council Members
- C. Confirm Mayor Pro Tem
- D. Direction to Staff to solicit Council Member Applicants.

#### 3. Approval of Consent Agenda

Consent agenda items are routine Town business, items that have received clear direction previously from the council, final land-use file documents after the public hearing has been

closed, or which do not require council deliberation.

**A.** 04-01-2026 Minutes

**B.** Liquor License: 145 N Main LLC, dba The Eagle River Inn, Renewal of a Lodging Facility License, Joseph DeLude, Owner/Manager

**C.** Liquor License: Thai Kitchen LLC, Renewal of a Hotel & Restaurant License, Wipanun Somdee, Owner/Manager

**4. Approval of Regular Agenda**

Opportunity for amendment or deletions to the agenda.

**5. Declaration of Conflicts of Interest**

**6. Public Comment**

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

**7. Council and Committee Reports**

**8. Staff Reports**

**A.** Manager's Report

**9. Special Presentations**

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

**A.** Brief Update from Vail Valley Foundation (Peggy Wolfe) regarding the GoPro Mountain Games happening June 4 - 7, 2026.

**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.** Ordinance No. 02 - Series 2026, Second Reading, an Ordinance acting by and through the Town of Minturn, Water and Sanitation Activities Enterprise, approving a loan, evidenced by a note, to finance water system capital improvements; approving the note form and loan repayment from the operation of the town's water

**B.** Ordinance No. 04 - Series 2026, First Reading, An Ordinance setting Debt Service fees in the Enterprise Fund as adjusted for the Water Plant Construction Loan for the Town of Minturn

**C.** Resolution No. 20-2026, A Resolution of the Town Council of the Town of Minturn, Colorado, Approving the Award of a Construction Contract to JHL Constructors, LLC, for the Minturn Water Treatment Plant Project, and Authorizing the Town Manager and Town Attorney to Negotiate and Execute the Agreement and Related Contract Documents

**D.** Ordinance 03 - Series 2026 (Second Reading), an Ordinance Amending Chapter 18 of the Minturn Municipal Code to provide for adoption of the Town of Minturn Wildfire Resiliency Code as approved by the State of Colorado

**11. Discussion / Direction Items**

- A. Discussion of Drought Conditions
- B. Legislative Update

**12. Future Agenda Items**

- A. Future Meeting Topics

**13. Adjourn**

**Information Only Items**

Upcoming Council Meetings: 5/6, 5/20, 6/3. Upcoming Special Events: May First Friday (Cake Picnic) at The Barn. Full Summer Events Calendar to be released soon (with the spring door hanger notices).

**FROM THE DESK OF  
JAY BRUNVAND, MINTURN TOWN CLERK**

**MEMORANDUM**

TO: Mayor and Town Council  
FROM: Jay Brunvand, Town Treasurer/Town Clerk  
CC:  
DATE: April 15, 2026

**APRIL 15, 2026 COUNCIL MEETING**

Following is a recommended sequence of events for the Mayor to follow in order to process the first meeting after the April 7<sup>th</sup> municipal election.

The meeting should be called to order with the “old” members of the Council in their council seats and any newly elected officials in the public seating area. It is necessary that a quorum be established in order to call the meeting to order.

*NOTE: In the event there is not a quorum, we will turn on the cameras and recorders and then swear in the elected and they will take their seats. Once seated, the mayor will call the meeting to order.*

**Call meeting to order:**

The “old” Mayor calls the meeting to order, takes roll, and leads the meeting in the Pledge of Allegiance. Then we proceed with swearing in.

**Swearing in of new Council members:**

The Mayor Elect and Council Elect members are sworn in.

- The Town Clerk will first swear in the Mayor Elect
- and then the Mayor will swear in the Councilmembers elect.

(The members of the Council that were not up for re-election are not sworn in as their term simply continues.) At this point the newly sworn Mayor and Council members will assume their roles as Mayor and Council Members with the remaining Mid-Term Council members. The former Council members may stay as audience members or they may leave.

**Choice for Mayor Pro Tem:**

Minturn Town Charter Section 4.2(c) states, “The Mayor Pro Tem shall be appointed by the Mayor subject to approval by the Council at the first regular meeting held after each regular municipal election and shall serve at the pleasure of the Mayor for a two-year term”.

To affect this the mayor announces his/her choice for Mayor Pro Tem and requests a motion to accept the nomination.

Recommended motion: “I move to confirm \_\_\_\_\_ as Mayor Pro Tem.”

- The Council will direct staff to solicit applications for the vacated seat caused when Eric moved from Council to Mayor.

*NOTE: It is anticipated that this appointment and Council Member Committee assignments will be determined at the May 6, 2026 meeting.*

- The meeting then continues with the agenda items.

*NOTE: It is important to note that often one or more of the members on the Council may want to abstain from voting to approve the minutes, etc as, due to the election they were not present on the board for the meeting, first reading, or what have you. In accordance with Robert’s Rules of Order, this is not a viable reason to abstain from the vote as it is not a defined conflict of interest. Therefore, all newly elected and midterm Council Members should be prepared to vote. Those that do abstain are recorded as an abstain and would be included in a vote for the affirmative on the motion.*

Please contact me if you have any questions. j



**Official Minutes**  
**Town Council Regular Meeting | 5:30 PM**  
**Wednesday, April 1, 2026**  
**Town Hall / Council Chambers - 302 Pine St Minturn, CO**

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**1. Call to Order**

Mayor Earle Bidez called the meeting to order at 5:32pm.

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

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

Staff Members Present: Town Manager Rob Gutierrez, Town Clerk Jay Brunvand, Town Attorney Mike Sawyer (Zoom), Town Engineer Jeff Spanel, Deputy Clerk Cindy Krieg (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.

One correction was made to the 3/18 minutes.

Motion by Kate S., second by Gusty K., to approve the April 1, 2026 Consent Agenda with that correction. Motion passed 7-0.

**A. 03-18-2026 Minutes**

**4. Approval of Regular Agenda**

Opportunity for amendment or deletions to the agenda.

One change to the agenda: Item 11B is being moved up, to follow after 10C. There were some other additions to the agenda following the original publication. But those additions were posted more than 24 hours in advance, so they were included in the online agenda / packet.

Motion by Eric G., second by Gusty K., to approve the April 1, 2026 Regular Agenda as amended. Motion passed 7-0.

**5. Declaration of Conflicts of Interest**

**6. Public Comment**

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Jason Boston, Candidate for Eagle County Sheriff

Mr. Boston introduced himself and described his background and qualifications. More information about him can be found at his website at <https://www.bostonforeaglecountysheriff.com/>.

Elliot Hovey, 653 Boulder St.

Mr. Hovey expressed concern that speeding on Pine St. has become a very serious problem. He suggested lowering the speed limit or looking into other options to help with safety on that street. He offered to help lead this initiative if that's helpful. Town Manager Rob Gutierrez offered to have a follow up meeting with Mr. Hovey and will also seek input from staff.

**7. Council and Committee Reports**

Kate S. gave an update on the scholarship interviews and award process. She reiterated what a great program this is, and the quality of the students applying has been impressive.

Brian R. noted how great the energy was at the recent RTAP workshop. He suggested that the Town consider trying to extend that steering committee into an ongoing working group, to keep the momentum going.

Cindy K. also noted that there will be two post-workshop virtual calls, which the steering committee and workshop attendees will be invited to join. Invites to follow soon.

Gusty K. reminded everyone about First Friday on 4/3 at the Crazy Chicken. He also thanked Brian R. for his work on Council, and Earle B. for his work on Council and as mayor.

Eric G. also extended his thanks to Earle B. and Brian R. and he looks forward to serving as Mayor.

**8. Staff Reports**

**A. Manager's Report**

In addition to the items in the published Managers Report, Town Manager Rob Gutierrez gave an update on emergency preparedness planning and some efforts and tools that the Town is working on to be more prepared this summer.

Also, Minturn Road/Railroad Avenue Concrete Sidewalk Follow Up:

We estimated that the construction of a concrete sidewalk along Minturn Road and Railroad Avenue could be \$250,000 to \$425,000. Staff would recommend not pursuing this option at this time for two reasons. We would like to redirect the savings from the Taylor Avenue paving project to the playground replacement project at Little Beach Park. We have \$175,000 budgeted but will need an additional \$250,000+ to deliver a solid project.

Regarding the Taylor Ave reconstruction:

Initial exploratory work (utility locates, etc) will start the week of April 6<sup>th</sup>. Notices will be given out to all Taylor Ave. residents. The actual road construction is not expected to start for another 6 – 8 weeks.

One other thing that came up at the last meeting was the savings from the Taylor Ave project, and how those funds could best be utilized. Council had previously asked about constructing a concrete sidewalk along Minturn Rd / Railroad Ave. for safety reasons, but this could be \$250K - \$425K. Staff would not recommend pursuing this option as this time, but perhaps other ideas can be looked into as a temporary or simpler, lower cost solution (even a temporary option). Additionally, staff feels the Taylor Ave. project savings would be best spent on the Little Beach Playground replacement project. The Town has approximately \$150K cash on hand for that project, but to deliver a high quality project, the cost will likely be a minimum of \$300K, more likely \$350K+.

## Top Updates

### 1. Water Supply & Conservation

Town staff are coordinating with the Town's water consultants, **Martin and Wood**, and the **Eagle River Water and Sanitation District (ERWSD)** to evaluate current snowpack conditions and water supply forecasts. ERWSD representatives will attend the **April 1 Town Council meeting** to discuss their plans for water conservation and community engagement.

Staff will also be **preparing an ordinance to implement water restrictions** and are evaluating potential updates to **landscaping plant selections and summer watering schedules**. In addition, staff are exploring **communication strategies to regularly update the public on water supply conditions and conservation efforts**.

Residents are encouraged to begin **voluntary water conservation efforts now** and should expect to see a **significant public outreach and engagement effort** focused on conservation this spring.

### 2. All-Staff Emergency Management Training

On **April 14**, the Town will conduct an **all-staff emergency management training** at Town Hall in coordination with **Eagle County**.

In parallel, staff are identifying **short- to medium-term actions** to strengthen the Town's emergency response capabilities. The Town has acquired a **second mobile digital message board**, and staff are evaluating the potential acquisition of a **truck-mounted message board**. Staff are also exploring the purchase of **additional two-way radios**, including **1–3 Eagle**

**County dispatch-compatible Motorola radios**, as well as **traffic control equipment** to support road closures and emergency response operations.

## **Capital Projects**

### **New Water Treatment Plant (WTP)**

#### Design & Regulatory Review

The Water Treatment Plant design is approximately **90 percent complete** and has been submitted to, and accepted by, the Colorado Department of Public Health & Environment (CDPHE) for formal review. Plans have also been submitted for local building and zoning review.

#### Updated Cost Estimates

Staff received an updated construction cost estimate on February 4 from HDR and Glacier based on the 90 percent design for the Water Treatment Plant. The updated estimate is approximately **\$12,429,000 assuming SRF financing**, and approximately **\$11,629,000 assuming non-SRF (private bank) financing**.

#### Construction Bid Process

The Town has opened the **public bid process** for contractors interested in constructing the new Water Treatment Plant. A **mandatory pre-bid meeting and site visit** was held by Town staff and the project design engineer, **HDR**, on **March 3**. The bid process will remain open until **April 3 at 3:00 p.m.**

#### Project Financing

At the **March 4 meeting**, Town Council conducted the **first reading of a bond issuance ordinance** related to financing for the Water Treatment Plant project and narrowed the financing options to three proposals with the lowest ratepayer impact during the initial term.

At the **March 18 meeting**, Town Council selected **Alpine Bank as the preferred financing partner**. The selected structure is based on **Option 1** from Alpine Bank's term sheet, which includes a **24-month construction draw period followed by long-term amortization**, a **fixed interest rate of approximately 5.0% for the initial term period**, and **no minimum deposit requirement**.

Staff have worked with the Town's Municipal Advisor and Alpine Bank to clarify terms and ensure a competitive financing structure for the Town. Due to the **30-day noticing requirement in the Town Code**, the **next reading of the bond issuance ordinance is scheduled for the April 15 Town Council meeting**.

### **Minturn Bike Park 2026 Improvements**

Staff are planning a series of **capital improvements** to the Minturn Bike Park in **May 2026**, including **significant upgrades to the bike jump features** and the **dual slalom course**. The work will be completed by the **Vail Valley Mountain Trails Association (VVMTA)** with **support from the Town**. These improvements are intended to enhance rider safety, improve ride quality, and expand the long-term usability of the park for a wide range of skill levels. Additional details on scope, scheduling, and coordination will be provided as the project is finalized.

### **Town Hall 2-Bedroom Apartment Reconstruction**

Following evaluation of proposals, Coleman Custom Homes was selected for the project. Staff have negotiated a draft contract, which is **pending review and approval by the Town Attorney**.

### **Taylor Avenue Repaving Project**

Design is complete, and the project has completed the public bid process. The Town received three bids for the project from 360 Civil, Schofield Excavating, and Phoenix Contracting. Two of the bids came in lower than anticipated, with the lowest bid submitted by Schofield Excavating in the amount of \$453,638.80. **At the March 18 meeting, Town Council approved the selection of Schofield Excavating for the project.**

**Utility locates will begin next week for this project. Homeowners will be notified and signage will be placed as well.**

### **US 24 Pedestrian Improvement Project Phase II**

Negotiations with **CDOT, Xcel Energy, and Phoenix Industries** have been completed. A change order in the amount of \$99,991.88 was approved by Town Council at the February 18 meeting. We anticipate gas line relocation work by Xcel Energy will begin the **first week of May 2026**.

### **Main Street Streetlighting Project**

Staff are pursuing **Holophane** as the preferred streetlight manufacturer, and preliminary fixture and pole concepts have been informally reviewed by **CDOT**. Staff are currently working on **utility coordination with Xcel Energy** as part of project planning for electrical service to the new lights.

### **Bellm Bridge Replacement**

Status:

The Town has been **awarded \$4,000,000** from CDOT's **Off-System Bridge Grant Program** for the Bellm Bridge project. The professional services agreement between the Town and **Short Elliott Hendrickson (SEH)** has been approved, and **design work is now commencing** on the replacement of the Bellm Bridge.

Next Steps:

Staff will continue to work with SEH on advancing the bridge design and will proceed with **grant programming and contracting coordination with CDOT**. Staff will also continue to **identify and secure the remaining funding** needed for the estimated **\$6 million** construction cost.

### **Little Beach Park Improvements**

Installation of the new retaining wall and asphalt access road is complete. The RFQ for playground design and installation has been completed, and all submittals have been evaluated. **Rocky Mountain Recreation was identified as the highest scoring firm through the RFQ process**. Staff are now working with Rocky Mountain Recreation to **prepare a contract and develop initial design concepts** for presentation to the public and Town Council at a future meeting.

### **Minturn Community Garden Improvements**

Town Council approved submission of an application to the **AARP Community Challenge Grant Program** at the February 4, 2026, Town Council meeting. The Town has since

submitted a request for the maximum \$15,000 grant to support accessibility and gathering space improvements at the Minturn Community Garden.

- Construct an ADA-accessible pathway connecting key areas of the garden.
- Install raised, ADA-accessible planter boxes to improve gardening access.
- Add weather-resistant benches with back support for comfort and rest opportunities.
- Construct a snow- and wind-rated shaded pergola to support gatherings and small events.
- Install permanent electrical service to enable community events, workshops, and performances.
- Install a communal worktable with integrated sinks

## Other Projects

### Grouse Creek Trailhead Parking Lot Expansion

Public Works is scheduled to complete the **Grouse Creek Trailhead Parking Lot Expansion** on **April 6 and 7**. The project is being completed in collaboration with the **Vail Valley Mountain Trails Association (VVMTA)** and the **U.S. Forest Service (USFS)** to improve access and parking at the trailhead.

### Highlands Parcels

Background:

As part of a settlement agreement with the former developer of the Battle Mountain Ski Resort, the Town obtained ownership of approximately **55 acres of land** located west of **U.S. Highway 24** at the south end of Town. The property was conveyed to the Town after the developer failed to meet financial obligations associated with the construction of a new water treatment plant.

Status:

The two Highlands Parcels have now been **listed on the MLS as part of the Town's strategy to help offset the cost of the new water treatment plant** and are publicly available for viewing. The listings can be accessed at the following links:

1. <https://www.realtor.com/realestateandhomes-detail/Notch-Mountain-Unit-highlands-2-Rd-Parcel-B-Minturn-CO-81645-M91907-95156>

2. <https://www.realtor.com/realestateandhomes-detail/Notch-Mountain-Unit-highlands-1-Rd-Parcel-A-Minturn-CO-81645-M93795-65402>

### Minturn USFS Shooting Range

Background:

At the **November 19, 2025, Town Council meeting**, Council directed staff to explore options for Town management of the **Minturn Shooting Range** in order to address long-standing community concerns related to **safety, noise, and environmental impacts**. The shooting range is located on **federal land south of the Minturn Bike Park**.

Status:

On **January 8, 2026**, staff met with **U.S. Forest Service (USFS) District Ranger Leanne Veldhuis** to discuss the process for seeking a **Special Use Permit** to operate the shooting

range. Staff are awaiting follow-up from USFS regarding several outstanding questions related to the permitting process.

## **Policy & Planning Initiatives**

### **Minturn Forward Land Use Code Update**

The Planning Commission recently conducted a 2/3rds review of **draft Article 3: Subdivision & Development Standards**, discussing topics such as site design, landscaping, and lighting standards. The Planning Commission and staff will continue their work on the **Minturn Forward Land Use Code Update** in April to review remaining sections of Article 3. Members of the **public are welcome to attend the meetings or submit comments** for consideration.

### **Minturn Impact Fee Study**

Background:

In November 2025, staff issued a Request for Proposals (RFP) to solicit qualified firms to conduct a comprehensive impact fee study. The purpose of the study is to ensure that the impacts of new developments appropriately contribute to the Town's future infrastructure costs.

Status:

A professional services agreement with **BBC Research and Consulting** has been approved. The study has started and the project is anticipated to be completed by **July 2026**.

### **Rural Technical Assistance Program**

Background:

The Town was selected to participate in the **Rural Technical Assistance Program (RTAP)** through the Colorado Office of Economic Development & International Trade (OEDIT). The program pairs Minturn with graduate students from the **University of Colorado Boulder** and **Colorado State University** to develop strategies for leveraging outdoor recreation to support the local economy.

Status:

The Town held a **two-day community workshop at Minturn Town Hall on March 24 and 25**, with **over 45 participants** attending across both days. Staff received a **significant amount of useful community feedback** and will be working with the student team to **compile and analyze input** as part of the ongoing project.

### **Housing Affordability and Neighborhood Stability**

Staff met with representatives from the **Town of Avon** and **Eagle County** on **February 18** to discuss progress on the **Regional Housing Authority formation study** and received updates on the current status of the project. Staff presented a memorandum to **Town Council at the March 4 meeting**, and Council provided feedback and direction on the concept. Staff are now working to develop a **Minturn-specific framework** outlining how the Town could potentially participate in a future regional housing authority.

### **Temporary & Mobile Business Pilot Program**

At the **February 4 meeting**, Town Council approved the **Temporary & Mobile Business Pilot Program**, authorizing the licensing of mobile and modular businesses on Town-owned property through **October 31, 2026**.

All program materials, including **administrative rules and application forms**, are now available on the Town's website:

<https://www.minturn.org/finance/page/mobile-and-modular-business-licensing>

The Town is now **accepting applications** for participation in the pilot program. Interested parties may contact **manager@minturn.org** for additional information.

## **Public Works**

### **Weekly Report (March 16-22, 2026)**

#### Operations & Winter Maintenance

Public Works completed all scheduled operations, including **Water Treatment Plant operations, utility locates, equipment maintenance, and servicing of trash and dog waste stations**. Staff also supported Town Hall operations by relocating appliances from Apartment #2 and completing routine shop organization.

#### Infrastructure & System Improvements

Crews completed **street sweeping along Main Street**, constructed and installed signage for the **Grouse Creek Trailhead Access Improvement Project**, and performed excavation work to locate utilities near the proposed Meyer's Shed site. Additional work included **soil sampling**, snow management at the dump site, and verification of water meter readings for the "**No Read**" list.

#### Coordination & Planning

Staff coordinated with the **Upper Eagle River Sanitation District**, contractors, and suppliers on water system operations and upcoming projects, including planning for a potential **Williams Street water line improvement**. Coordination also continued with Colorado 811 for utility locates and with regional partners on **training and emergency preparedness**, including review of Public Works responsibilities under the Town's evacuation plan and exploration of improved radio communications with Eagle County dispatch.

#### Training, Coordination & Partnerships

Staff participated in several coordination activities including a **Water Treatment Plant pre-bid meeting**, coordination with **Colorado 811 regarding upcoming Exactix utility locate training**, and outreach with **Core & Main** regarding automated water meter reading technology. Staff also attended the **Red Cliff Town Council meeting** to present a plaque recognizing Billy Martinez and the Town of Red Cliff for assisting Minturn during a prior staffing shortage.

#### Equipment Maintenance

Routine servicing and repairs were completed, including **removal and repair of the cinder spreader**, tire rotations on multiple fleet vehicles, and diagnostic coordination with the Town of Avon for a truck oil leak.

#### **A. ERWSD Presentation on Current & Expected Conditions (Snowpack, Streamflows, and Drought Conditions)**

Lauren Snyder and Allison Ebbets from Eagle River Water & Sanitation provided a high-level overview of current and expected conditions for the spring and summer.

The slides from this presentation will be included at the end of this document. Highlights included:

- Current snow water equivalent is only 24% of normal
- Water usage tiers were discussed. Tiers 4 & 5 are considered excessive use, and will be subject to fines and surcharges.

- Ideas such as letting lawns go dormant, short vs. green grass, choosing native plants, etc were discussed.
- The ERWSD watering schedule will be released soon. It will be a scaled back schedule with increased restrictions given the water shortage.

See attached slides. This information can also be found on the ERWSD website and social channels.

**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. Ordinance No. 03 - Series 2026 - Request for Continuance**

Ordinance No. 03 reflects changes to the Town of Minturn Building Resolution (Chapter 18) by introducing new building requirements along with site development standards (defensible space) that will only apply to new construction and/or major exterior additions or remodels.

Importantly, the Town’s proposed code changes have received *initial* approval – with suggested revisions - from the State of Colorado Wildfire Resiliency Board. Staff continue to work with the State agency and with Eagle County to ensure Minturn’s language revisions are approved by the State prior to bringing Ordinance No 3, Series 2026 in front of Council for consideration at 2<sup>nd</sup> reading.

Therefore, staff **recommend CONTINUANCE of Ordinance No. 3 – Series 2026** to the regular meeting of April 15, 2026, to allow staff additional time to finalize minor revisions to the proposed Minturn Wildfire Resiliency Code language in accordance with State guidance.

Motion by Tom P., second by Lynn F., to continue Ordinance No. 03 – Series 2026, to the regular meeting of April 15, 2026. Motion passed 7-0.

**B. Resolution No. 18 - Series 2026, A Resolution Authorizing a Contract with SEH for the Bellm Bridge Replacement Design Services**

The Town previously selected SEH (Short Elliott Hendrickson Inc). as the design consultant for the Bellm Bridge Replacement Project under the CDOT Off-System Bridge Program (via Resolution No. 43 - Series 2025). Resolution No. 43 - Series 2025 further provided that the final agreement, including the negotiated scope and contract amount, must be brought back to the Town Council for approval prior to execution. The Town Manager has negotiated a Professional Services Agreement with SEH, which agreement has been reviewed and approved by the Town Attorney. The proposed Professional Services Agreement sets forth the scope of services for the Bellm Bridge Replacement Project, including design, permitting coordination, hydrology and hydraulics, right-of-way acquisition support, bidding-phase services, and related work as more particularly described in Exhibit A to the Agreement.

The Town is entering into a separate agreement with Kumar & Associates, which is the next item on the agenda.

Motion by Tom P., second by Kate S., to approve Resolution No. 18 – Series 2026, A Resolution Authorizing a Contract with SEH for the Bellm Bridge Replacement Design Services. Motion passed 7-0.

**C. Motion Authorizing the Town Manager to enter into a contract for a geotechnical and services associated with the design of Bellm Bridge in an amount not to exceed \$50,000**

Motion by Eric G., second by Kate S., to authorize the Town Manager to enter into a contract for a geotechnical and services associated with the design of Bellm Bridge in an amount not to exceed \$50,000. Motion passed 7-0.

#### 11B. Williams St. Water Main Loop to Nelson

Jeff Spanel:

There was some recent work that needed to be done to some water taps on Williams St. At that time, it was discovered that there is a 3in. pvc water pipe, extending from the hydrant in front of Magustos, which extends under 1<sup>st</sup> St (under the trash compactor) and ends at 107 Williams St. This pipe is non-conforming and is considered very suspect to splitting and needs to be addressed. There is also a valve on the line that is not intended to be an underground line (and is corroding). The minimum size pipe for a mainline in Minturn is 6in. The Town is not sure who put the line in (or when), and it's unclear who owns it.

The pipe needs to be replaced and tied in to the mainline. There are multiple service lines tied in to this sub-standard pipe.

This was discovered in the winter, so it could not be dealt with at that time. Town staff is seeking direction for next steps and also how the Town can integrate other necessary improvements that would align with this work. The trash compactor will need to be moved to do this work, and the Town is looking into a possible permanent move and also looking into grant funding to possibly help with that.

Mike S:

Normally a line that serves more than one property would be a Town main (not a service line), but at some point the multi-property service line was installed, and it now needs to be fixed and brought into compliance. Being forward-thinking and getting lines in that can both fix the issue and allow for future development. It's recommended to do it in a way to allow for a looped system. We don't know exactly how it came about, and the Town needs to bring this up to standard. There may be some grounds where the Town can seek some contribution from the neighbors / property owners, and this will be looked into.

Jeff S. also noted that it's being discussed to put in more than the minimum required 6in. pipe, to allow for future growth.

#### D. Resolution No. 19 - Series 2026, A Resolution Approving an Application for CPW Shooting Range Grant Program

Rob G:

Rob G. went back and reviewed the final report issued by the Keystone Policy Center on the Minturn Shooting Range.

The report recommends maintaining a recreational shooting opportunity in the Minturn area, either through improvements to the existing range, development of an alternative site, or a combination of both. To quote the executive summary it states: **"...they propose that this vision be achieved either by enhancing the range design and management of the Two Elk Target Range, by designating an alternative site for a target range in the area, or by implementing some combination of these two strategies."**

The challenge with option 2 (relocation) is that we would both need a place for it to go, and a champion. If the property is much further from Town, does the Town need to be the champion and how would we do that if it's miles from Town. If we want to adjust this issue in a

reasonable timeframe, the most feasible option seems to be for the Town to enter into a management agreement with the USFS.

The previous recommendations from the Keystone report include:

1. Recreational shooting should continue in the area, either:
  - By improving and managing the existing Two Elk Range,
  - By developing an alternative site, or
  - Through some combination of both
2. The Stakeholder Advisory Group identified that any future approach should improve:
  - Access and opportunity (maintaining a shooting opportunity near Minturn)
  - Safety
  - Wildfire risk
  - Environmental impacts
  - Community stewardship
3. The primary issues identified at the existing range include:
  - Safety
  - Wildfire risk
  - Noise impacts
  - Trash and misuse
  - Environmental concerns
  - Lack of oversight and enforcement

The report also emphasizes the need for a **responsible managing entity** to oversee the site.

In evaluating alternative locations (e.g., Homestake, Wolcott, Camp Hale), the report notes that each presents constraints, including potential wildlife conflicts, access challenges, private land considerations, and competing recreational uses.

### **Grant Funded Shooting Range Improvements Phase 1**

- Improve roadway access and conditions
- Install new signage
- Install cameras and security equipment
- Develop detailed Environmental Management Plan
- Fund a lead remediation project
- Install berms and fencing
- Install fixtures to delineate shooting lanes, new shooting tables and benches
- Improve ADA accessibility for the range and surrounding area

Public Comment:

Rob Davis, 1796 Main St.

Mr. Davis' fear with the Town taking this over is that we would need to move very slowly with the Forest Service, to ensure it's handled properly.

He would like the Town to have the ability to close it / close the gate for fire closures or other safety concerns. The Forest Service uses different standards / guidelines for closures.

He also recommends keeping on the table the idea of finding an alternative site. He thinks this should continue to be explored in the long-term.

Mr. Davis brought up the high pressure gas line in that area, and the risk that poses.

Mr. Davis also mentioned the surrounding area and regulations about firearms in that area (if the range is closed). For example, if the range is closed you can go 50 yards north and you're back on Forest Service land and the rules for firearms are back in play. So he suggested that any type of management plan needs to extend from the bike park all the way down to Cross Creek.

Earle B. also commented on the process for USFS to implement fire restriction closures. It is a long, slow process that has to be approved by multiple people.

Mike S:

The Forest Service cannot legally shut down a shooting range, without having a replacement range (it's a 1 for 1 trade). They have indicated that that is not an option.

The only way the Town can exercise control of whether it's open or not, is to get a management permit to manage the range from the USFS. The Town or the County has the ability to declare emergencies and shut down Forest Service lands. It is a Federal supremacy issue. We do not have the authority to just go and lock the gate on USFS property.

Council noted that they were in favor of the Town taking control of the shooting range.

Motion by Lynn F., second by Tom P., to approve Resolution No. 19 – Series 2026, , A Resolution Approving an Application for CPW Shooting Range Grant Program. Motion Passed 7-0.

## 11. Discussion / Direction Items

### A. Legislative Update

No additional updates from the previous meeting.

### C. WTP Financing Timeline of Events / Update

At the previous Council meeting, Council directed staff to continue negotiations with **Alpine Bank and Columbia Bank** as the two leading financing options. A key concern with Alpine Bank at that time was the requirement to **hold \$2 million in Town funds** for the term of the loan. Council provided direction to negotiate more favorable terms, particularly to **eliminate any requirement to hold Town funds on deposit**.

Following the meeting, Alpine Bank provided a revised term sheet with two options:

- **Option 1: Approximately 5.0% interest rate with no deposit requirement**
- **Option 2: Approximately 4.65% interest rate with a \$1,000,000 deposit requirement**

Staff distributed the updated Alpine Bank term sheet, along with Columbia Bank's proposal, to Mayor Bidez and Councilor Kanakis. During review, Councilor Kanakis identified a provision in the Columbia Bank term sheet requiring **minimum monthly draws of \$500,000 during the two-year construction period**. This requirement would effectively obligate the Town to draw the full loan amount within the draw period, reducing the financial flexibility and benefit of phased borrowing.

Based on this information, staff compared the overall cost and structure of **Alpine Bank Option 1 and the Columbia Bank proposal** and found the difference to be minimal. Given the **greater**

**flexibility and absence of restrictive draw requirements**, staff proceeded with **Alpine Bank Option 1** as the preferred financing approach.

### **Next Steps**

Town Council will review the **final version of the debt issuance ordinance** at the **April 15 Town Council meeting**. At that time, Council will also receive the **debt service schedule**, finalized **loan terms**, information regarding the **payoff of an existing water system debt**, and details on **anticipated rate adjustments**, which are expected to take effect in **June 2026**.

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

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

Rob G:

Will be meeting with USFS next week and will update Council on some options for the shooting range coming up on either 4/15 or 5/6.

Earle B. inquired about the discussion of a solar field at the tailings pile? Should this be on an upcoming agenda?

Rob G. noted that Xcel will be coming in to talk with council about multiple items (gas line work, wildfire risk / mitigation, etc) upcoming very soon, so this could be part of that conversation. Rob was given a specific contact at Xcel to follow up with regarding the solar field conversation.

### **13. Adjourn**

Motion by Eric G., second by Tom P., to adjourn the meeting at 7:13pm.

---

Earle Bidez, Mayor

ATTEST:

---

Jay Brunvand, Town Clerk



**Rivers  
Need  
Water**

erwsd.org

Reduce your use

©2026 erwsd

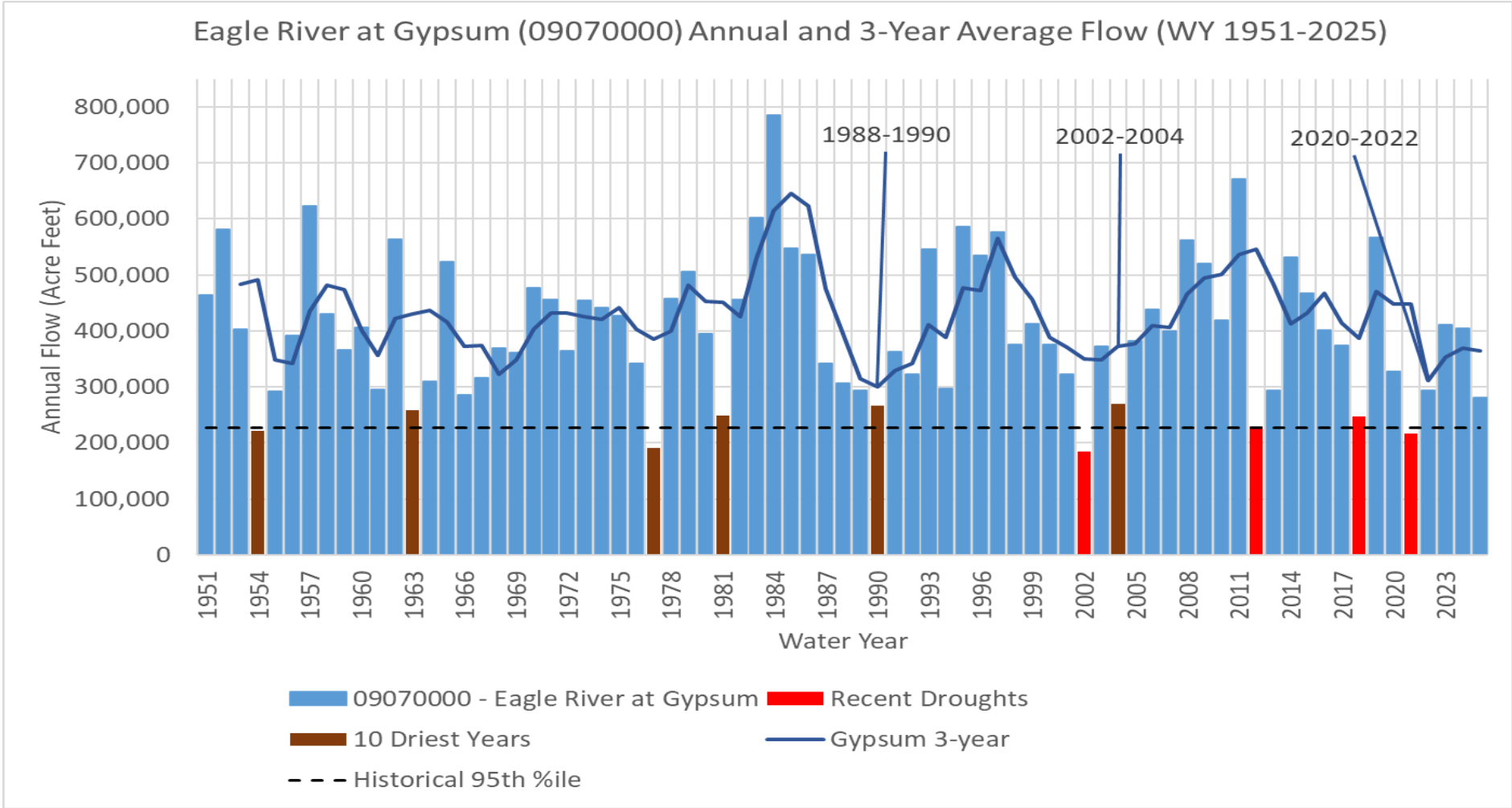
# Water Shortage Response

Apr. 1, 2026 | Minturn City Council



**EAGLE RIVER**  
WATER & SANITATION  
DISTRICT

# Eagle River at Gypsum



# Water Shortage Indicators

## 2026

### Indicator I Snow Pack

How much water the snow pack will contribute to rivers and reservoirs

**Snow Pack**  
April 1

### Indicator II Peak Flow

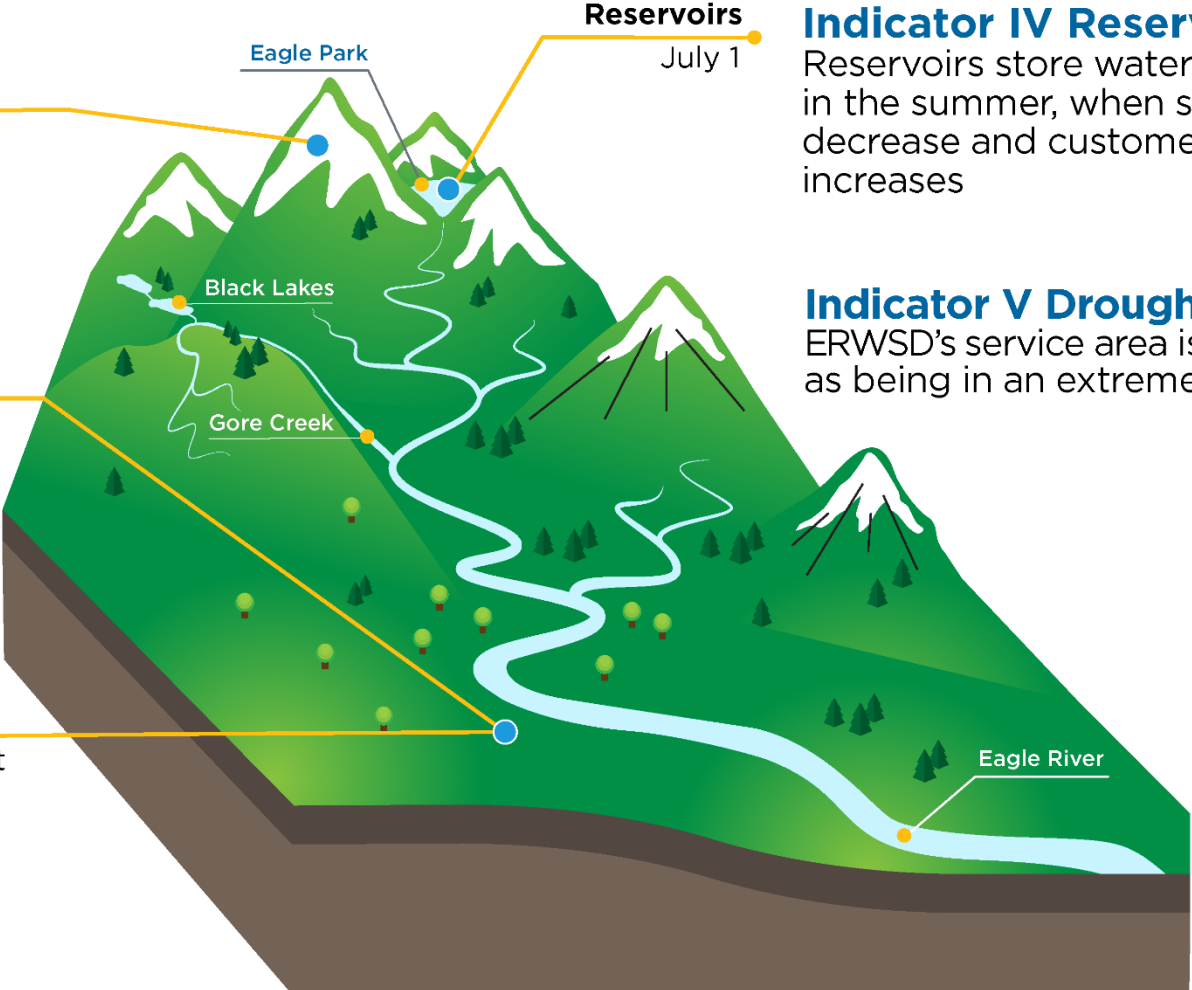
An early and/or low peak streamflow often signals reduced water availability later in the summer

**Peak Flow**  
May-June

### Indicator III Low Flow

The first day when the Eagle River in Avon records a flow below 100 cfs is a strong indicator of a potential water shortage

**Low Flow**  
July - August



### Indicator IV Reservoirs

Reservoirs store water for later in the summer, when streamflows decrease and customer demand increases

### Indicator V Drought Severity

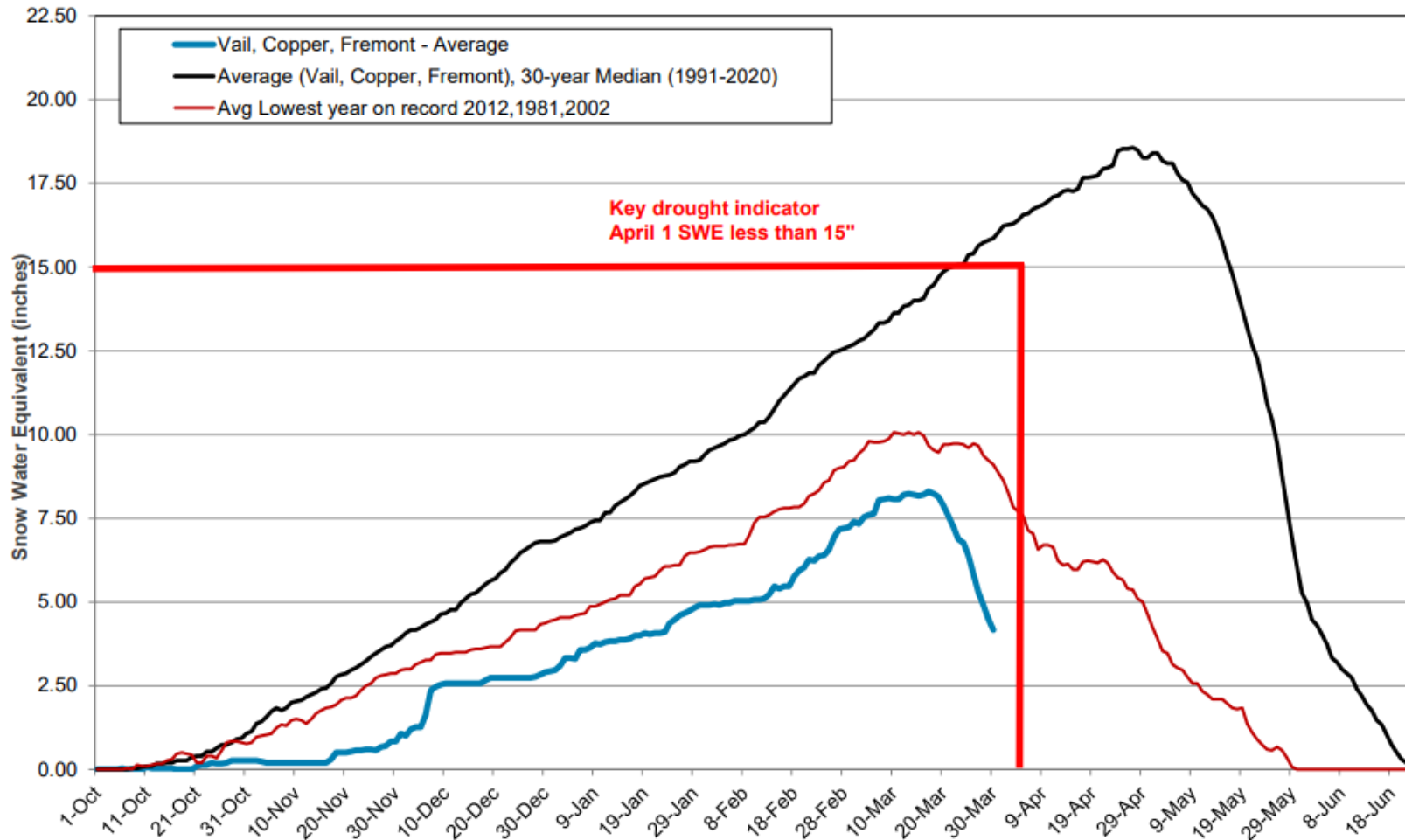
ERWSD's service area is categorized as being in an extreme drought

# Water Supply

# Current Snow Water Equivalent – 3 Site Average

## USDA SNOTEL 3 Site Average (Vail, Copper, Fremont Pass)

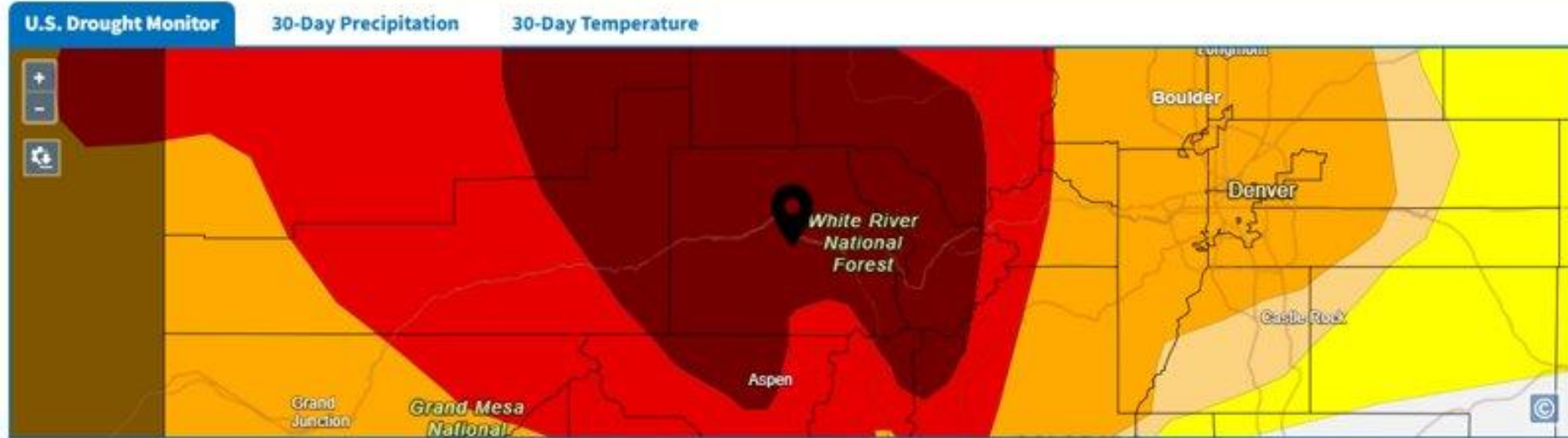
04/01/2026 snow water equivalent: 3.9 in., 24% of normal



\*Snow Water Equivalent is a measure of the water content in snow. erwsd.org

# Eagle County Drought Conditions

## Current Conditions for Eagle County



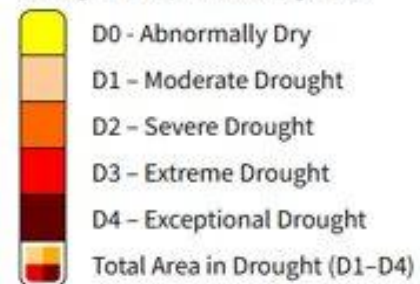
The U.S. Drought Monitor depicts the location and intensity of drought across the country using 5 classifications: Abnormally Dry (D0), showing areas that may be going into or are coming out of drought, and four levels of drought (D1-D4).

The U.S. Drought Monitor is a joint effort of the National Drought Mitigation Center, U.S. Department of Agriculture, and National Oceanic and Atmospheric Administration.

Source(s): NDMC, NOAA, USDA

### Legend

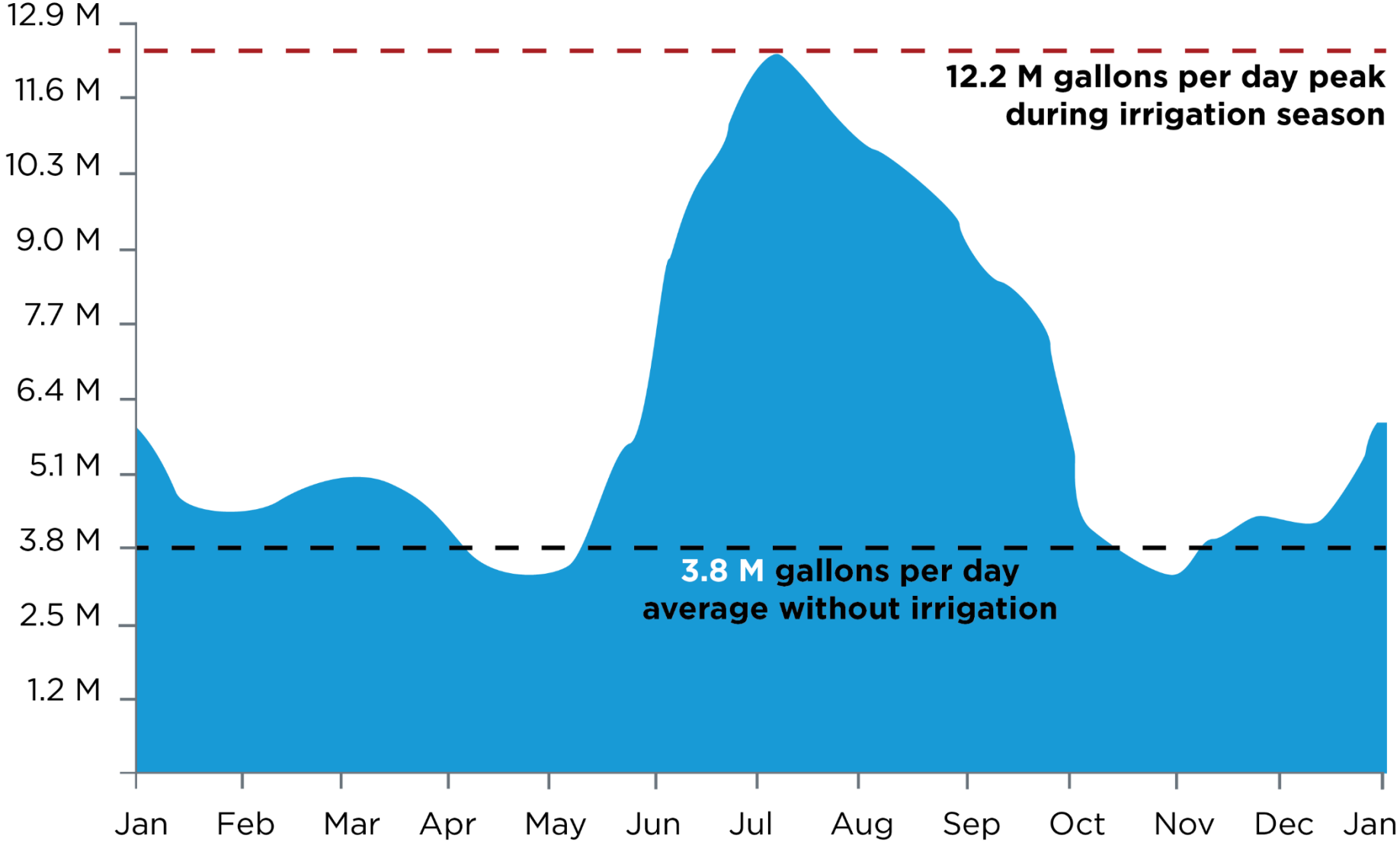
#### Drought & Dryness Categories



#### % of Eagle County

0%
0%
0%
5.17%
94.83%
100.00%

# Average Daily Demands



# Water Shortage Prevention

# Overall Tiers & Use

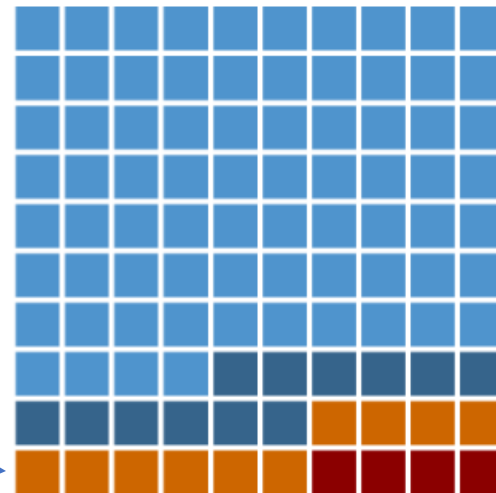
<b>Tier 1</b>	Water use is in a Sustainable range
<b>Tier 2</b>	Water use is in a Sustainable range
<b>Tier 3</b>	Water use is <b>Reasonable</b> for outdoor use
<b>Tier 4</b>	Water use is <b>Excessive. Please reduce your use.</b>
<b>Tier 5</b>	Water use is <b>Unsustainable. Reduce your use.</b>

Summer Water Use: Customers vs. Consumption

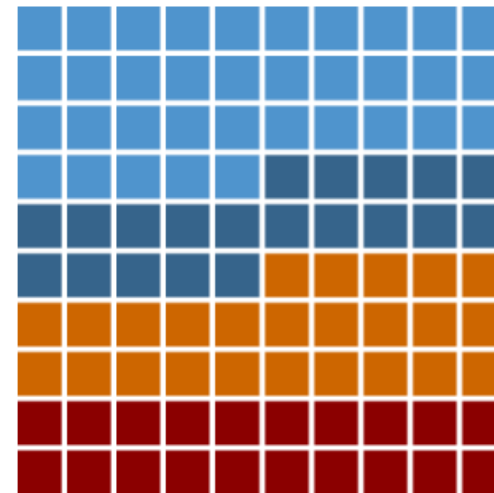
Share of Customers

Share of Total Water Use

**14%** of residential customers in T4/T5



1 square = 1% of customers



1 square = 1% of total summer water use

**45%** of residential water usage in T4/T5

## Indicator Risk Increases



### Stage I

Tier 4 Surcharges & Tier 5

Escalating Surcharges



### Stage II

Tier 4 Surcharges

Tier 5 Escalating Surcharges + Flat Fines



### Stage III

Water Shortage Declaration

Tier 4 Surcharges

Tier 5 Escalating Surcharges + Flat Fines



### Stage IV

Water Shortage Declaration

Tier 4 & Tier 5 Escalating Surcharges + Flat Fines



### Stage V

Emergency Water Shortage Declaration

Tier 3, 4 & Tier 5 Escalating Surcharges + Flat Fines

# Action Items

# Live Like a Local Campaign



A collaborative, valley-wide water conservation campaign that reconnects people to mountain values and caring for this place through stewardship and simplicity.



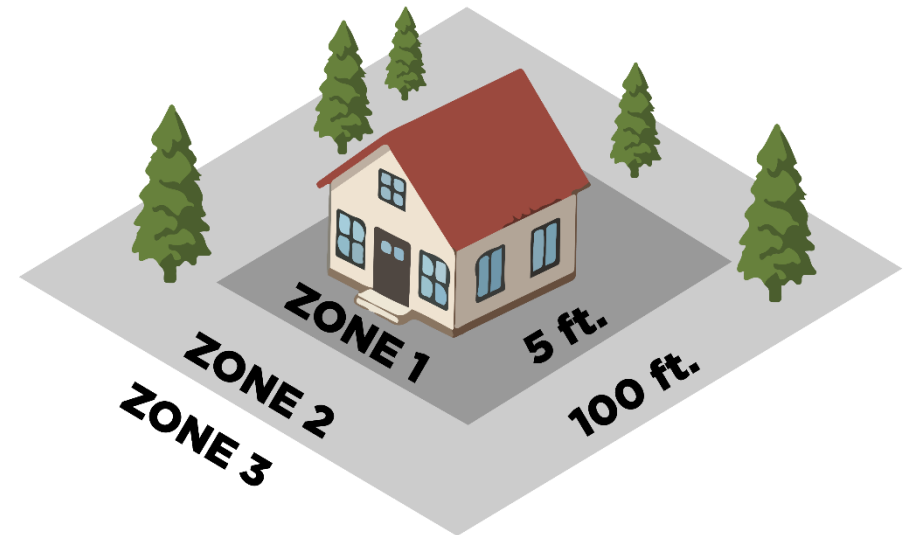
**When we cut the excess, we protect the place that gives us so much and stay rooted in what it truly means to Live Like a Local.**

Protect your home from wildfire while helping safeguard the water in our rivers and streams we all need.

- **Let trees be trees**
- **Don't run sprinklers if you evacuate**
- **Short grass, not green grass, is safer**
- **Live like a local – choose native plants**

## Create defensible space

- **Zone 1:** Avoid Landscaping
- **Zone 2:** Spaced landscaping extends 100 feet from the structure
- **Zone 3:** Irrigation is not necessary



# Collaboration Opportunities

- Encourage residents to reduce water use.
- Let your lawn go dormant.
- Reduce sprinkler run times and eliminate sprinkler overspray and runoff.
- Choose water-wise perennials instead of annuals.
- Convert to drip irrigation for trees, shrubs, and garden beds.
- Water only on your designated days and during permitted hours.
- Share our social media posts, tell your neighbor!

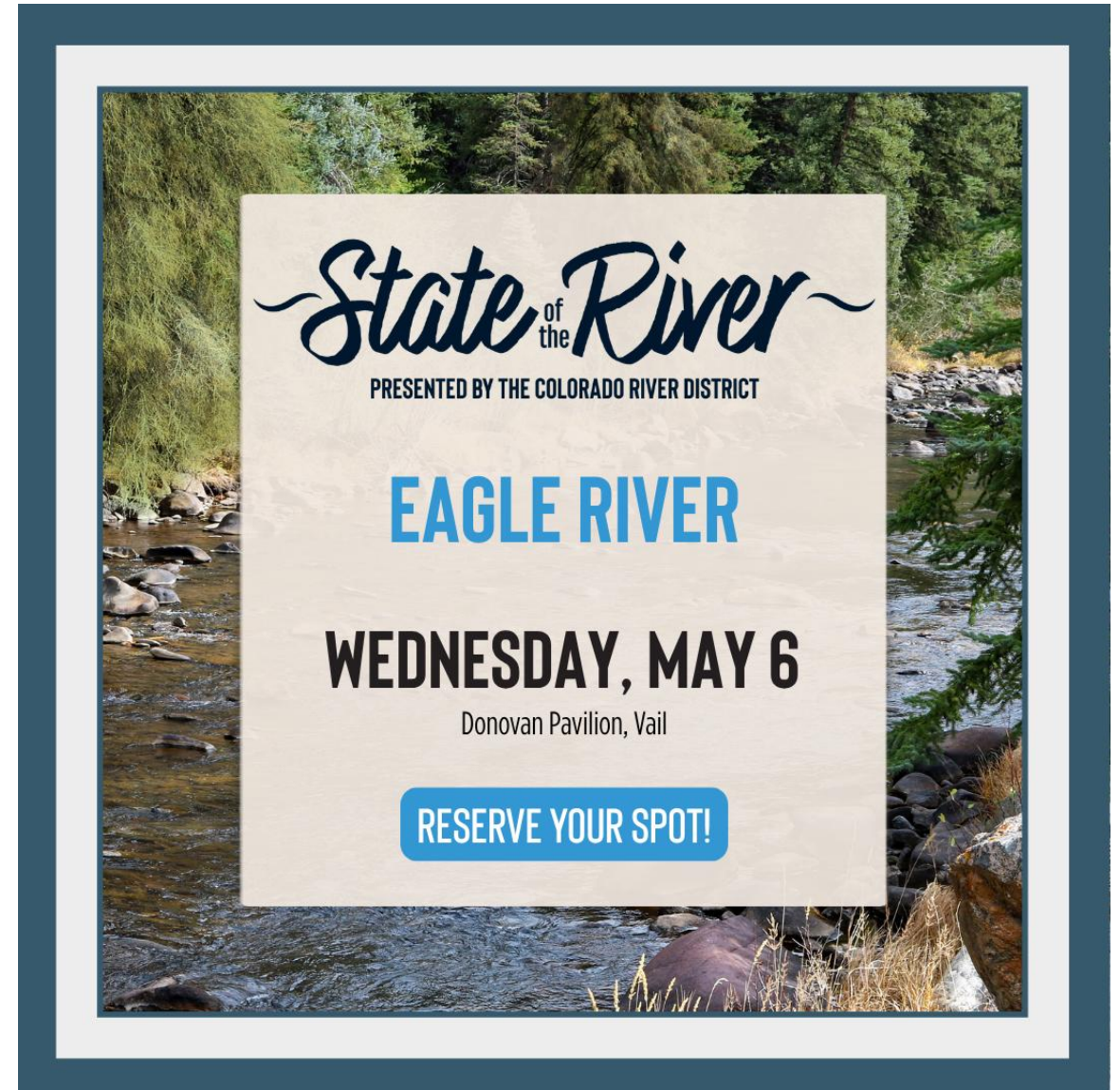


# State of the River, May 6

Join Colorado River District and ERWSD for a casual, informational evening to look at current watershed hydrology and a summary of major western water issues, with a spotlight on projects and priorities for Eagle County.

With this year's drought and low snowpack, this event will be more important than ever.

**Registration is required**, but attendance and dinner are free. Go to [www.coloradoriverdistrict.org/2026-state-of-the-river-meetings/](http://www.coloradoriverdistrict.org/2026-state-of-the-river-meetings/) to register







To: Mayor and Council

From: Jay Brunvand

Date: April 15, 2025

Agenda Item: Annual renewal of a Lodging and Entertainment Liquor License

---

**REQUEST:**

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

**INTRODUCTION:**

This establishment has an existing L&E License and this is the annual renewal.

**ANALYSIS:**

Not Applicable

**COMMUNITY INPUT:**

Not Applicable

**BUDGET / STAFF IMPACT:**

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

**STRATEGIC PLAN ALIGNMENT:**

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

**RECOMMENDED ACTION OR PROPOSED MOTION:**

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

**ATTACHMENTS:**

- Application and supporting documentation for the license renewal.

DR 8400 (05/05/25)  
 COLORADO DEPARTMENT OF REVENUE  
 Liquor Enforcement Division  
 PO BOX 17087  
 Denver CO 80217-0087  
 (303) 205-2300

Submit to Local Licensing Authority

**THE EAGLE RIVER INN**  
 145 North Main Street  
 Minturn CO 81645

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

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

### Retail Liquor License Renewal Application

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

Note that the Division will not accept cash.

Paid by check  
 Paid Online

Uploaded to MoveIt on Date

Licensee Name

145 North Main LLC

Doing Business As Name (DBA)

THE EAGLE RIVER INN

Liquor License Number

03-21190

License Type

Lodging Facility License (City)

Sales Tax License Number

[REDACTED]

Expiration Date

06/06/2026

Due Date

04/22/2026

#### Business Address

Street Address

145 NORTH MAIN STREET

Phone Number

847-902-6606

City, State, ZIP Code

Minturn CO 81645

#### Mailing Address

Street Address

299 Clementina St.

City, State, ZIP Code

Louisville, CO 80027

Email

[REDACTED]

Operating Manager

Joseph B. DeLude

Date of Birth

[REDACTED]

**Home Address**

Street Address 299 Clementina, St.		Phone Number [REDACTED]
City Louisville	State CO	ZIP Code 80027

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

[REDACTED]

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

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

3. Are you renewing a takeout and/or delivery permit?.....  Yes  No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) If selecting 'Yes', an additional \$11.00 is required to renew the permit.

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

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

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

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

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

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

If yes, attach a detailed explanation.

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

If yes, attach a detailed explanation.

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

If yes, attach a detailed explanation.

**Affirmation & Consent**

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

Type or Print Name of Applicant/Authorized Agent of Business

Joseph B. DeLude

Title

Member, Manager

Signature

*[Handwritten Signature]*

Date (MM/DD/YY)

3/16/2026

**Report & Approval of City or County Licensing Authority**

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

Therefore this application is approved.

Local Licensing Authority For

Town of Montrose

Title

Attest

Signature

Date (MM/DD/YY)

4/15/26

**145 North Main, LLC Liquor License Renewal Application**

**Supplemental Response to Question #8:**

---

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.



To: Mayor and Council

From: Jay Brunvand

Date: April 15, 2026

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 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.

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

THAI KITCHEN  
PO BOX 6515  
Vail CO 81658

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

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

## Retail Liquor License Renewal Application

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

Note that the Division will not accept cash.

Paid by check

Uploaded to MoveIt on Date

Paid Online

Licensee Name

THAI KITCHEN LLC

Doing Business As Name (DBA)

THAI KITCHEN

Liquor License Number

License Type

Hotel & Restaurant (city)

Sales Tax License Number

Expiration Date

Due Date

06/15/2026

05/01/2026

### Business Address

Street Address

141 MAIN STREET

Phone Number

City, State, ZIP Code

Minturn CO 81645

### Mailing Address

Street Address

PO BOX 6515

City, State, ZIP Code

Vail CO 81658

Email

Operating Manager

*Wipawan Somdee*

Date of Birth

*OCT 12, 1980*

**Home Address**

Street Address		Phone Number
[REDACTED]		[REDACTED]
City	State	ZIP Code
Gypsum	CO	81637

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

Are the premises owned or rented?  Owned

\*If rented, expiration date of lease

Rented\*

6/30/2028
-----------

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

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

3. Are you renewing a takeout and/or delivery permit?.....  Yes  No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) If selecting 'Yes', an additional \$11.00 is required to renew the permit.

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

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

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

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

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

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

If yes, attach a detailed explanation.

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

If yes, attach a detailed explanation.

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

If yes, attach a detailed explanation.

**Affirmation & Consent**

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

Type or Print Name of Applicant/Authorized Agent of Business

WIPANUN SOMDEE

Title  
Owner

Signature

Wipanon Somdee

Date (MM/DD/YY)

4/7/2026

**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)

# TOWN MANAGER'S REPORT

## APRIL 2026



**Minturn**  
Your civil service, at work.

# Town Manager's Report

April 2026



## Council Meeting Follow Up

### Speeding Concerns on Pine/Boulder

- Staff are evaluating several options to reduce vehicle speeds on Pine Street and Boulder Street, including both short-term and longer-term measures.
- Staff completed an initial speed study on the **500 block of Pine Street** from **April 2 through April 8**. That study recorded **175 total vehicles**, an average daily traffic volume of approximately 25 to 28 vehicles, an **average speed of 14.76 mph**, and an **85th percentile speed of 18 mph**. The **highest recorded speed of 30 mph** occurred during the study period.
- Staff have moved the speed tracker to the **400 block of Pine Street** for the **next seven days** to gather additional speed data.
- Staff will continue evaluating conditions and potential traffic-calming measures and will follow up with Town Council with **recommendations**.

## Capital Projects

### New Water Treatment Plant (WTP)

- **Design/Review:** Design remains approximately **90% complete** and has been accepted by CDPHE for formal review. Local building and zoning review submittals have also been made.
- **Cost Estimate:** Updated 90% estimates from HDR/Glacier are approximately **\$12.43 million with SRF financing** and **\$11.63 million with non-SRF/private financing**.
- **Bids Received:** The construction bid process closed on **April 3**. The Town received three bids: **JHL Constructors – \$12,547,730; Native Sun – \$12,868,335; RN Civil – \$13,673,335**.
- **Recommendation:** HDR reviewed the bids and recommends award to **JHL Constructors, LLC** as the lowest responsive bidder with the strongest relevant qualifications.
- **Next Steps:** Staff are bringing forward a resolution on **April 15** to award the construction contract, subject to final legal review, financing-related conditions, and completion of contract/bonding documents.
- **Financing:** The Town has moved forward with **Alpine Bank** as the financing partner. The structure includes a **24-month construction draw period**, an initial **5.0% fixed rate**, and repayment secured by **net water enterprise revenues**. Second reading of the financing ordinance is scheduled for **April 15**. Based on current assumptions, average annual debt service is estimated at approximately **\$797,820 beginning in 2028**.

### Minturn Bike Park 2026 Improvements

- **Planned Work:** Staff are planning improvements in **May 2026** to the bike jump features and dual slalom course.
- **Coordination:** Work will be completed by **VMTA** with Town support.

# Town Manager's Report

April 2026



- **Purpose:** Improvements are intended to improve **safety, ride quality, and long-term usability** for a range of skill levels.

## Town Hall 2-Bedroom Apartment Reconstruction

- **Status:** **Coleman Custom Homes** has been selected for the project.
- **Next Steps:** A draft contract has been negotiated and is pending review and approval by the Town Attorney.

## Taylor Avenue Repaving Project

- **Status:** Design and bidding are complete, and initial test digging has occurred.
- **Award:** Town Council approved **Schofield Excavating** on **March 18** based on the lowest bid of **\$453,638.80**.
- **Next Step:** The project is anticipated to begin in approximately **8 weeks**.

## US 24 Pedestrian Improvement Project Phase II

- **Status:** Negotiations with **CDOT, Xcel Energy, and Phoenix Industries** have been completed.
- **Council Action:** Council approved a change order in the amount of **\$99,991.88** on **February 18**.
- **Next Steps:** **Xcel gas line relocation work** is anticipated to begin the **first week of May 2026**.

## Main Street Streetlighting Project

- **Status:** Staff continue to pursue **Holophane** as the preferred streetlight manufacturer, and preliminary fixture and pole concepts have been informally reviewed by **CDOT**.
- **Coordination:** Staff are continuing to coordinate with **Xcel Energy** on electrical service and related utility planning.
- **Timing:** The anticipated construction timeline for portions of this project is being pushed back as staff evaluate incorporating some of these improvements into the proposed **First-Williams-Nelson Infrastructure Improvements Project**.

## Bellm Bridge Replacement

- **Status:** The Town has secured **\$4,000,000** through **CDOT's Off-System Bridge Grant Program**. Contracts with **SEH** and **Kumar & Associates** have been finalized, and bridge design is underway. Staff also submitted the project to **Congressman Neguse's office** for consideration for **Congressionally Directed Spending**.
- **Next Steps:** Staff will continue advancing design, coordinating grant programming and contracting with **CDOT**, and pursuing the remaining funding needed for the project.

## Little Beach Park Improvements

- **Completed Work:** The new retaining wall and asphalt access road are complete.
- **Design:** Staff have been working with **Rocky Mountain Recreation** on an initial playground design for public and Council review in the coming weeks.

# Town Manager's Report

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- **Site Preparation:** Staff are coordinating with **Public Works** and the **Town Engineer** to relocate a water line and complete additional excavation needed to prepare the site for the new playground.

## Minturn Community Garden Improvements

- **Grant:** Application submitted for a **\$15,000 AARP Community Challenge Grant**.
- **Improvements:** Accessibility, seating, shade, electrical service, and upgraded garden work areas.

## First–Williams–Nelson Infrastructure Improvements Project

- **Status:** Staff discussed this project with Town Council at the **April 1** meeting and are continuing to evaluate potential scope and feasibility.
- **Primary Driver:** The project is being explored because there is a **non-compliant water service line** beneath **First Street** that currently serves multiple properties and will require extensive excavation to replace.
- **Potential Improvements:** In addition to water line replacement, staff are evaluating related improvements including **street repairs and repaving**, creation of a **public plaza/flex space on First Street**, new **power infrastructure to support events**, and installation of **conduit for future telecommunications and fiber infrastructure**.
- **Coordination:** Staff are also in discussion with **Xcel Energy** regarding the potential to **underground electric lines** in this area.
- **Timing:** At this time, staff expect this would be a **summer 2027 project at the earliest**.

## Other Projects

### Highlands Parcels

- **Background:** The Town acquired approximately **55 acres** west of **U.S. Highway 24** through a settlement with the former Battle Mountain developer.
- **Status:** The parcels are now **listed on the MLS** as part of the Town's strategy to help offset water treatment plant costs.

### Minturn USFS Shooting Range

- **Background:** At the **November 19, 2025**, Town Council meeting, Council directed staff to explore options for **Town management of the Minturn Shooting Range** to address long-standing concerns related to **safety, noise, and environmental impacts**. The shooting range is located on **federal land south of the Minturn Bike Park**.
- **Status:** Staff have continued coordinating with the **U.S. Forest Service (USFS)** regarding the process for Town management and operation of the range. The Town has submitted a **Colorado Parks and Wildlife grant application for Phase 1 improvements** focused on access, safety, site organization, and basic range management infrastructure.

# Town Manager's Report

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- **Next Steps:** Staff are working with the **USFS** to develop a **Special Use Permit application** that would allow the Town to formally operate and manage the range. Additional federal review and permitting will likely be required before certain physical improvements can move forward.

## Policy & Planning Initiatives

### Minturn Forward Land Use Code Update

No update for this report.

### Minturn Impact Fee Study

- **Background:** Staff issued an RFP in **November 2025** for a comprehensive impact fee study.
- **Status:** The contract with **BBC Research & Consulting** has been approved, the study is underway, and completion is anticipated by **July 2026**.
- **Next Steps:** **BBC Research & Consulting** is scheduled to present to **Town Council on May 6**.

### Rural Technical Assistance Program

- **Background:** Minturn was selected to participate in **OEDIT's RTAP program** focused on strategies to leverage outdoor recreation to support the local economy.
- **Status:** The Town held a two-day community workshop on **March 24 and 25** with more than **45 participants**. Staff are now working with the student team to compile and analyze the input received.

### Housing Affordability and Neighborhood Stability

- **Status:** Staff met with **Avon and Eagle County** on **February 18** regarding the Regional Housing Authority formation study and provided a follow-up memo to Town Council on **March 4**.
- **Current Work:** Staff are developing a **Minturn-specific framework** for potential participation in a future regional housing authority and anticipate a presentation to the **Planning Commission in May**.
- **Next Steps:** A **Council work session** on this topic is anticipated in **June**.

### Temporary & Mobile Business Pilot Program

- **Status:** Town Council approved the **Temporary & Mobile Business Pilot Program** on **February 4**, authorizing mobile and modular business licensing on Town-owned property through **October 31, 2026**. Staff have now received **two applications** under the pilot.
- **Applications Received:** **Little Blue Bakery of Minturn** is proposing to locate at the **Union Pacific lease lot next to the red storage shed**, and **Nomadic Roots Sauna** is proposing to locate at **Little Beach Park**.
- **Public Notice:** Public notice signs have been printed and will be posted for both applications.

# Town Manager's Report

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- **Next Steps:** Staff will allow at least **7 days for public comment** before issuing any **conditional licenses** under the pilot program.

## Downtown Redevelopment Code Evaluation – First/Williams/Nelson Area

- **Status:** Staff are identifying a follow-on planning effort related to the **First–Williams–Nelson Infrastructure Improvements Project**.
- **Purpose:** The goal will be to evaluate whether current development regulations are creating barriers to redevelopment in the west side of the **100 block** as the Town considers major infrastructure investment in the area.
- **Potential Focus:** Building height, parking requirements, and other standards affecting redevelopment on small, constrained lots.
- **Next Steps:** After the current land use code update is complete, staff will develop a process for review with the **DDA, Planning Commission, and Town Council**, and evaluate whether outside consultant support would be beneficial.

## Public Works

### Weekly Report (March 30 to April 5)

- **Operations:** Staff completed routine utility locates, Water Treatment Plant operations, snow removal, trash and dog waste station servicing, end-of-month water meter “no reads,” and general shop and office organization.
- **Repairs and Inspections:** Staff repaired dog waste stations, repaired the electrical meter board at the Water Treatment Plant, secured the Little Beach soil sample excavation, completed open ditch and water tap inspections at **Belden Place** and **Minturn North**, and identified/programming issues during a water meter/MXU inspection at **962 Main Street**.
- **Project Coordination:** Staff met with **Xcel Energy** at the Water Treatment Plant to review electrical meters, responded to the emergency water leak at **944 Main Street**, and completed equipment preparation and a pre-construction meeting for the **Grouse Creek Parking Lot Extension Project**.
- **Equipment and Fleet:** Staff completed routine greasing and preventative maintenance on Town equipment, conducted spring readiness inspections, retrieved the Town’s **2022 Chevrolet pickup** following repair work by the Town of Avon, and reinstalled the snowplow ahead of an incoming storm.
- **Safety:** No incidents or injuries were reported during the reporting period. A weekly safety meeting was not held due to the emergency water leak and other operational demands, but staff expect safety meetings to resume the following week.

### Weekly Report Photos (March 30 to April 5)

#### 1. Water Plant Electrical Board Maintenance

# Town Manager's Report

April 2026



## 2. Water Leak Response at 944 Main Street



# Town Manager's Report

April 2026



### 3. Clean Up Work



# Town Manager's Report

April 2026



## 4. 246 Miles End Lane Pressure Testing and Open Ditch Inspection



## 5. Belden Place Lot 26 & 27 Water Tap Inspection



# Town Manager's Report

April 2026



## Weekly Report (April 6 to April 10)

- **Operations:** Staff completed routine utility locates, Water Treatment Plant operations, servicing of trash and dog waste stations, spring clean-up activities, sign and gate repairs, speed bump installation, and general shop organization.
- **Repairs and Improvements:** Staff cleared vegetation at the Water Treatment Plant to support contractor access, completed a water locate at **Little Beach Park**, installed an **MXU at 95 Miles End Lane**, activated the curb stop at **176 Miles End Lane**, and deactivated the curb stop at **Lot 5** to support ongoing construction activity.
- **Project Coordination:** Public Works supported the **Grouse Creek Parking Lot Expansion** in coordination with the **U.S. Forest Service** and **VWMTA**, assisted with utility coordination for the **Taylor Street Drainage Project**, and participated in capital project coordination discussions related to the **Minturn Road Bridge, Cemetery Bridge, Bellm Bridge, and Williams Street Water Line**.
- **Equipment and Fleet:** Staff completed routine greasing, preventative maintenance, and readiness inspections on Town equipment, and also picked up the **Volvo dump truck** from the Town of Vail.
- **Safety:** A weekly safety meeting was held on **Lockout/Tagout (LOTO)** procedures. No incidents or injuries were reported during the reporting period.

# Town Manager's Report

April 2026



## Weekly Report Photos (April 6-10)

### 1. Grouse Creek Trailhead Project



# Town Manager's Report

April 2026



## 2. Water Line Locate at Little Beach Park



# Town Manager's Report

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## 3. Minturn's New Dump Truck



## 4. Speed Bump Installation



## 5. Street Sweeping Ops



# Town Manager's Report

April 2026



## Memo

**To:** Rob Gutierrez, Town Manager  
Jay Brunvand, Town Treasurer

**From:** Troy Bernberg, Managing Director, Northland

**cc:** Jay Brunvand, Town Treasurer

**Date:** April 7, 2026

**Re:** Ordinance No. 02 – 2026 – Second Reading

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The Town has completed a thorough and deliberate evaluation process in selecting a finance partner for its important water treatment project. Since the Council last discussed the matter in March, the comparative analysis remained exceptionally close through final selection. Once final Q&A and due diligence were completed with the two finalists, it was a 50/50 decision as of March 19th. Alpine Bank was selected on March 20th to lock the interest rate through closing (April 28th). And the timing could not have been more ideal as interest rates, as indicated by the 10-year Treasury yield, closed the day up substantively and currently remain elevated.

Following the selection of Alpine, Tom Peltz of Kutak Rock, the Town's bond attorney, revised the ordinance to reflect the terms and provisions of the bank's proposal. Notable inclusions are the initial fixed interest rate and the draw feature for construction proceeds. The remaining document changes were primarily from bank counsel, and finalization/clean-up.

The ordinance represents the authorizing and governing document for the 2026 loan. The preamble is informative outlining the authority and reason for the loan. This is followed by 29 sections detailing the loan issuance, highlights of which include:

- Defined terms.
- Loan provisions – interest rate, payment dates, final maturity, etc.
- Security – pledge of net revenue with a rate covenant of 110%. Just like with the water tank project the Town must demonstrate annual net revenues of the Water Enterprise exceed debt service obligations by 110% or 1.10x.
- The construction draw feature.
- Prepayment.
- The bank's security in the loan, and the Town's repayment obligation under the loan, is evidenced by a Note, which is being approved along with the ordinance upon second reading and passage.

As previously discussed, the long-term loan amount is determined at the end of construction. And at the Council's direction and request, there is the ability to pay down the loan before it's amortized for repayment. Consequently, the final loan amount to be amortized, along with an accompanying

repayment (or debt service) schedule, will be provided to the Town at the end of the construction period, 24 months from the anticipated April 28<sup>th</sup>, 2026, loan closing. And with no draft construction draw schedule available as of April 9<sup>th</sup>, the current debt service schedule assumes all project/construction proceeds are drawn at closing. While these numbers don't represent the construction draw feature in place, they do indicate that *if all* project proceeds are indeed drawn *with no loan paydown* and amortized for repayment, the average annual debt service will be **\$797,820**, beginning in 2028.

**TOWN OF MINTURN, COLORADO  
ORDINANCE NO.02–SERIES 2026**

**AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO, ACTING BY AND THROUGH THE TOWN OF MINTURN, WATER AND SANITATION ACTIVITIES ENTERPRISE, APPROVING A LOAN, EVIDENCED BY A NOTE, TO FINANCE WATER SYSTEM CAPITAL IMPROVEMENTS; APPROVING THE NOTE FORM AND LOAN REPAYMENT FROM THE OPERATION OF THE TOWN’S WATER SYSTEM; AND PROVIDING OTHER DETAILS AND APPROVING DOCUMENTS RELATING TO THE LOAN.**

WHEREAS, the Town of Minturn, Colorado, is a municipal corporation duly organized and operating as a home-rule municipality under Article XX of the Constitution of the State of Colorado and the Town of Minturn Home Rule Charter (unless otherwise indicated, capitalized terms used in this preamble shall have the meanings set forth in Section 1 of this Ordinance); and

WHEREAS, the Town provides municipal water and sanitation (trash collection) business-type services which historically have been operated on a self-supporting basis with the financial operations for such proprietary activities accounted for in the Water and Sanitation Fund of the Town; and,

WHEREAS, pursuant to the Charter, Section 37-45.1-103, Colorado Revised Statutes and the Enterprise Ordinance, the Town has designated the water and sanitation activities of the Town a government-owned business and “enterprise” within the meaning of Article X, Section 20 of the Colorado Constitution; and,

WHEREAS, Chapter 13, Article 5 of the Municipal Code authorizes the Council to act as the governing body of the Enterprise, and further provides the powers of the Enterprise to include the issuance of revenue bonds; and

WHEREAS, to finance Capital Improvements for its water system, the Town issued a Direct Lending Request for Bid seeking direct lending proposals, with the assistance of Northland Securities, Inc., as Loan Arranger to the Town, and the Town staff has made recommendations to the Council based upon the qualified responses which have been made available to the Council; and

WHEREAS, the Council has determined that proceeding with the Loan proposal from the Lender is in the best interests of the Town and the residents thereof, and that a promissory note be issued to evidence the repayment obligation for the Loan; and

WHEREAS, the Note shall be a revenue obligation of the Town payable solely from the Net Revenue derived from the water operations of the System, and shall not include the revenues or expenditures related to the operation of its trash collection operations which are otherwise accounted for in the Water and Sanitation Fund of the Town; and

WHEREAS, pursuant to Charter Section 9.4, the Town published notice of a public hearing regarding issuance of the Note in a newspaper of general circulation within the Town at least thirty days in advance of the public hearing approving this Ordinance; and

WHEREAS, none of the members of the Council have any potential conflicting interests in connection with the authorization, issuance and delivery of the Note, or the use of the proceeds thereof; and

WHEREAS, there have been presented to the Town, and made available to the members of the Council, the Term Sheet for the Loan and forms of other documents relating to the Note; and

WHEREAS, the Council desires to authorize the Loan to be evidenced by the Note, therefore,

THE TOWN OF MINTURN, COLORADO, ORDAINS:

**Section 1. Definitions.** The following terms shall have the following meanings as used in this Ordinance:

*“Authorized Denomination”* means the Principal Amount of the Note on the Dated Date and the unpaid Principal Amount of the Note thereafter.

*“Business Day”* means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions in the State are authorized or obligated by law or executive order to be closed for business.

*“Capital Improvements”* means the acquisition of land, easements, facilities, and equipment (other than ordinary repairs and replacements), and the construction or reconstruction of improvements, betterments, and extensions, for use by or in connection with the System which, under Generally Accepted Accounting Principles for governmental units as prescribed by the Governmental Accounting Standards Board, are properly chargeable as capital items.

*“Charter”* means the Minturn Home Rule Charter.

*“Combined Maximum Annual Principal and Interest Requirements”* means, with regard to the Note and any Parity Obligations, the maximum annual payments of principal of and interest on all of said issues, excluding redemption premiums, to become due during any fiscal year while the Note is outstanding; provided that such computation shall assume the redemption and payment of principal subject to mandatory redemption for the Note and any Parity Obligations, but shall be made without regard to any right of optional redemption which has not been exercised.

*“Council”* means the Town Council which, pursuant to Section 13-5-30 of the Municipal Code, are known collectively as the Council of Directors of the Enterprise.

*“C.R.S.”* means the Colorado Revised Statutes, as amended and supplemented as of the date hereof.

“*CWRPDA Loan*” means the Loan Agreement, dated as of December 28, 2021, as modified in 2024, by and between the Town and the Colorado Water Resources and Power Development Authority, and related Governmental Agency Bond currently outstanding in the principal amount of approximately \$1,996,809.

“*Dated Date*” means the date of the issuance and delivery of the Note, as stated in the Note.

“*Determination of Taxability*” means a final action, order, injunction, writ, judgment, decree, ruling, interpretation, finding or other directive of any federal court or the Internal Revenue Service determining that interest accrued or accruing on the Note was or will be includable in the gross income of the Owner for federal income tax purposes, which determination was made as a result of the Town’s failure to comply with the terms of the tax compliance certificate relating to the requirements of Sections 103 and 141-150 of the Tax Code and executed by the Town in connection with the issuance of the Note. No such action, order, injunction, writ, judgment, decree, ruling, interpretation, finding, or other directive will be considered final unless the Town, as permitted under applicable law, has been afforded the opportunity to contest the same, either directly or in the name of the Owner, and such appellate review, if sought, has concluded.

“*Enabling Law*” means collectively, the Charter, the Municipal Code, Part 4 of Article 35 of Title 31, Colorado Revised Statutes, the Supplemental Act, and all other State laws enabling the actions taken pursuant to this Ordinance.

“*Enterprise*” means the Town of Minturn, Water and Sanitation Activities Enterprise which has been established by the Town, as codified in Chapter 13, Article 5 of the Municipal Code, and which includes, but is not limited to, the activities and operations of the System.

“*Enterprise Ordinance*” means Town Ordinance No. 19-Series 1995, as amended by Ordinance No. 3-Series 2019 and codified in Chapter 13, Article 5 of the Municipal Code.

“*Event of Default*” means any of the events specified in the section hereof entitled “Events of Default.”

“*Federal Loans*” means the loans from United States Department of Agriculture, Rural Economic and Community Development, evidenced by the 1997B Water Revenue Bond ~~and currently outstanding in the aggregate principal amount of approximately \$129,117.~~

“*Federal Securities*” means bills, certificates of indebtedness, bonds, notes or similar securities which are direct non-callable obligations of the United States of America or which are fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America.

“*Generally Accepted Accounting Principles*” shall mean accounting principles, methods and terminology followed and construed for enterprises which are employed in business comparable to the business of the Utility Enterprise, as amended from time to time.

“*Gross Revenue*” means all income and revenues directly or indirectly derived by the Town from the operation and use of the System, or any part thereof, including without limitation, any rates, fees (including without limitation plant investment fees and availability fees), and charges

for the services furnished by, or the use of, the System, and all income attributable to any past or future dispositions of property or rights, or related contracts, settlements, or judgments held or obtained in connection with the System or its operations, and including investment income accruing from such moneys; provided however, that there shall be excluded from Gross Revenue: any moneys borrowed and used for providing Capital Improvements; any money and securities, and investment income therefrom, in any refunding fund, escrow account, or similar account, pledged to the payment of any bonds or other obligations; and any moneys received as grants or appropriations from the United States, the State of Colorado or other sources, the use of which is limited or restricted by the grantor or donor to the provision of Capital Improvements or for other purposes resulting in the general unavailability thereof, except to the extent any such moneys shall be received as payments for the use of the System, services rendered thereby, the availability of any such service, or the disposal of any commodities therefrom.

“*Interest Payment Date*” means June 1 and December 1 of each year, commencing December 1, 2026, until the principal of the Note is paid in full on the Maturity Date or upon prior redemption, ~~or such other dates as may be determined by the Loan Delegate and set forth in the Note.~~

~~“*Interest Rate*” means the per annum rate of interest for the Note, as determined by the Loan Delegate and set forth in the Note.~~

“*Interest Rate*” means (i) for the period from the Dated Date to and including November 30, 2038, a rate of interest of 5.0% per annum and (ii) for the period on and after December 1, 2038 to the Maturity Date, a rate of interest equal to the sum of (A) the rate of the 10-year US Treasury Note as established at market close on December 1, 2038 according to the CBOE Interest Rate 10-Year identified under ticker symbol TNX plus (B) 0.5% (fifty basis points), provided that the total interest rate for the period on and after December 1, 2038 shall be not less than 4.5% per annum and shall not exceed to maximum rate of interest permitted by law.

“*Interest Sub-Account*” means a sub-account of the Note Account established by the provisions hereof for the purpose of paying the interest on the Note.

“*Lender*” means ~~[Selected Lender Bank]~~ Alpine Bank, a Colorado banking corporation, or any successor thereto, the initial registered owner of the Note.

“*Letter of Instructions*” means the Letter of Instructions related to the Tax Code, dated the Dated Date and delivered by Note Counsel to the Town, as it may be superseded or amended in accordance with its terms.

“*Loan*” means the loan extended by the Lender ~~pursuant to the terms established in the Term Sheet and this Ordinance and evidenced~~ in an aggregate principal amount evidenced by draws and through the issuance and delivery of the Note by the Town pursuant to the Term Sheet and this Ordinance.

“*Loan Origination Fee*” means an amount equal to 0.5% of the original principal amount of the Note.

“*Loan Delegate*” means the Mayor or, in the absence of the Mayor, the Mayor Pro Tem of the Town.

“*Maturity Date*” means ~~the date, not later than thirty years from Dated Date, as determined by the Loan Delegate as the maturity date for payment of the loan and set forth in the Note~~[December 1, 2052](#).

“*Municipal Code*” means the Town of Minturn Municipal Code.

“*Net Revenue*” means the Gross Revenue after deducting Operation and Maintenance Expenses.

“*Note*” means the Water Revenue Note, dated as of the Dated Date, which will be issued and delivered pursuant to this Ordinance.

“*Note Account*” means the “2026 Water Note Account” established in the Section hereof entitled “*Establishment of Accounts*.”

“*Note Counsel*” means (a) as of the date of issuance of the Note, Kutak Rock LLP, and (b) as of any other date, Kutak Rock LLP or such other attorneys selected by the Town with nationally recognized expertise in the issuance of municipal obligations.

“*Operation and Maintenance Expenses*” means all reasonable and necessary current expenses of the Town, paid or accrued, for operating, maintaining and repairing the System, including without limitation legal and overhead expenses of the Town directly related to the administration of the System, insurance premiums, audits, professional services, salaries and administrative expenses, labor and the cost of materials and supplies for current operation; provided however, that there shall be excluded from Operation and Maintenance Expenses any allowance for depreciation, payments in lieu of taxes or franchise fees, expenses incurred in connection with Capital Improvements and payments due in connection with any bonds or other obligations.

“*Ordinance*” means this ordinance which authorizes the issuance of the Note, including any amendments or supplements properly made hereto.

“*Owner*” means the Lender as of the Dated Date, and thereafter, following a transfer and exchange of the Note, the Person in whose name such Note is registered on the registration books maintained by the Paying Agent pursuant hereto.

“*Parity Obligations*” means the CWRPDA Loan, ~~the Federal Loans~~, and any bond, note or other obligation (which may or may not be multiple-fiscal year financial obligations), permitted to be issued in the future pursuant to the Section hereof entitled “Conditions to the Issuance of Parity Obligations,” with a lien that is equal and on a parity with the lien of the Note on the Net Revenue.

“*Paying Agent*” means the Town Treasurer and its successors in interest or assigns approved by the Town with prior written notice to the Owner, which shall act as paying agent, registrar, and authenticating agent for the Note.

“*Permitted Investments*” means any lawful investment permitted for the investment of funds of the Town by the Enabling Law.

“*Person*” means a corporation, firm, other body corporate, partnership, association or individual and also includes an executor, administrator, trustee, receiver or other representative appointed according to law.

“*Principal Amount(s)*” means the aggregate principal amount for the Loan and the principal amounts annually subject to mandatory redemption on each Principal Redemption Date.

“*Principal Redemption Date*” means December 1 of each year, commencing December 1, 2028, ~~or such other dates as may be determined by the Loan Delegate and set forth in the Note.~~

“*Principal Sub-Account*” means a sub-account of the Note Account established by the provisions hereof for the purpose of paying the principal of and premium, if any, on the Note.

“*Pro Rata Portion*” means when used with respect to a required credit to the accounts or subaccounts established for the payment of the principal of and interest on the Note and any Parity Obligations, the dollar amount derived by dividing the amount of principal or interest to come due on the next principal or interest payment date by the number of monthly credits required to be made prior to such payment date.

“*Project*” means any Capital Improvements permitted under the Enabling Law which would comprise a portion of the System.

“*Project Account*” means the “2026 Water Project Account” established in the Section hereof entitled “Establishment of Accounts.”

“*Project Costs*” means the Town’s costs properly attributable to the Project, or any parts thereof, including without limitation: all engineering, construction, inspection, fiscal and legal expenses; the costs of reimbursing funds advanced by the Town in anticipation of reimbursement from Note proceeds, including any intrafund or interfund loan; the costs of contingencies or reserves; the costs of issuing the Note, including without limitation any Loan origination fee; ~~the initial funding of the Reserve Account, if any, in the amount of the Reserve Requirement;~~ all expenses as may be necessary or incident to the financing, acquisition, improvement, equipment, and completion of the Project; and all other lawful costs as determined by the Town Manager.

~~“*Reserve Account*” means the “2026 Note Reserve Account”, if any, established in the Section hereof entitled “Establishment of Accounts.”~~

~~“*Reserve Requirement*” means the fixed amount determined by the Loan Delegate in the Note as additional security for timely payment of the principle of and interest on the Note.~~

“*State*” means the State of Colorado.

“*Subordinate Obligations*” means loans, bonds, notes or other multiple fiscal year financial obligations having a lien upon the Pledged Revenues or any part thereof junior and subordinate to the lien thereon of the Note.

“System” means mean, (i) any facility, plant, works, system, building, structure, improvement, machinery, equipment, fixture or other real or personal property, relating to the collection, treatment, storage and distribution of water that is owned, operated or controlled by the Town, (ii) any renewal, replacement, addition, modification or improvement to (i) above, and (iii) all real or personal property and rights therein and appurtenances thereto necessary or useful or convenient for the effectiveness of the purposes of the Town in the transmission, treatment, storage and distribution of water.

“Supplemental Act” means Part 2 of Article 57 of Title 11, of the Colorado Revised Statutes.

“Tax Code” means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Tax Code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder and applicable to the Note or the use of proceeds thereof, unless the context clearly requires otherwise.

“Taxable Rate” means a rate of taxable interest on the Note, ~~as determined by the Loan Delegate~~ equal to the Interest Rate divided by 66.7%, but not exceeding the maximum interest rate permitted by law, to be applied in the event of a Determination of Taxability, if any.

“Term Sheet” means collectively, the term sheet of the Lender, as supplemented or revised, which sets forth the terms pursuant to which the Lender is making the Loan to the Town.

“Town” means the Town of Minturn, Colorado.

“Water Enterprise Fund” means the Town’s Water Enterprise Fund as established pursuant to Section 13-5-10 of the Municipal Code and more commonly referenced as the “Water and Sanitation Enterprise Fund”, which is a proprietary enterprise fund of the Town, or any successor fund or accounts within which the Town records and accounts for the financial activity of the System.

**Section 2. Authorization and Purpose of the Note.** Pursuant to and in accordance with the Enabling Law, the Town hereby approves the Loan in the Principal Amount not to exceed ~~\$10,000,000~~11,400,000 and, to evidence the Loan, authorizes and orders that there shall be issued the Town of Minturn, acting by and through the Town of Minturn, Water and Sanitation Activities Enterprise, Water Revenue Note for the purpose of financing Project Costs. The caption on the Note shall include a series reference that identifies the Note by the year of its issuance.

### **Section 3. Note Details.**

(a) **Registered Form, Denomination, Dated Date and Numbering.** The Note shall be issued as a single, fully registered promissory note, which shall be dated as of the Dated Date and registered in the name of the Lender, or if later transferred pursuant to the Section hereof entitled “Registration, Transfer and Exchange of the Note,” in the name of the Person identified in the registration books of the Town maintained by the Paying Agent. The Note shall be issued in the Authorized Denomination, delivered via physical delivery and shall be in substantially the form set forth in Appendix A hereto, with such changes and additions requested by the Lender which the Loan Delegate determines to be consistent with the provisions of this Ordinance and approved

by the Town officials executing the same (whose signatures thereon shall constitute conclusive evidence of such determinations and approval). The Note may be numbered in such manner as determined by the Paying Agent to facilitate registration. The Note shall recite that it is issued under the authority of the Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Note after its ~~deliver~~delivery for value.

(b) ***Maturity Date and Interest Rate.*** The Note shall mature on the Maturity Date and shall bear per annum interest at the Interest Rate, provided however, following a Determination of Taxability the Note shall bear per annum interest at the Taxable Rate for such period in which the Determination of Taxability applies. Upon a Determination of Taxability, if any, the Note shall bear per annum interest at the Taxable Rate and the Town agrees to pay promptly after any such Determination of Taxability and on each payment date thereafter to the Owner an additional amount determined by Owner to compensate for the loss of such excludability (including compensation relating to fees or penalties, if any, for non-compliance).

(c) ***Interest Accrual and Dates for Payment.*** Interest on the Note (calculated based on a ~~360-day year of twelve 30-day months unless otherwise specified in the Note~~365 basis) shall accrue on the outstanding balance of amounts drawn on the Loan at the rate set forth in the preceding paragraph from the later of the Dated Date or the latest Interest Payment Date to which interest has been paid in full and shall be payable on each Interest Payment Date. ~~The Interest Rate shall be fixed on the Dated Date at an annual rate of not greater than 7.0% percent as determined by the Loan Delegate; provided however, the Interest Rate may reset after a period of not less than five years in accordance with an established index formula set forth in the Note.~~

(d) ***Manner and Form of Payment.*** The interest on and principal of the Note is payable in lawful money of the United States of America to the Owner at its address as it appears on the registration books maintained by or on behalf of the Town by the Paying Agent. Interest and principal payments shall be paid by check or draft of the Paying Agent mailed on or before each Interest Payment Date and Principal Redemption Date to the Owner. The Paying Agent shall make payments of interest and principal by alternative means, such as by wire transfer, if mutually agreed to between the Owner of the Note and the Paying Agent. ~~Unless otherwise agreed by the Town in writing, the~~The Note certificate ~~must~~shall be presented for the final payment of the principal of the Note on or about the Maturity Date or date on which the principal of the Note is to be paid in full and need not be presented for mandatory scheduled redemption of the Note. Presentation of the Note to the Paying Agent shall be made at the principal office of the Paying Agent, or at such other address or location as provided in writing by the Paying Agent to the Owner. Notwithstanding any provisions to the contrary contained herein, the Lender nor any subsequent successor shall not be required to present the Note to the Paying Agent to receive payment of any interest or principal payments due hereunder.

(e) ***Delegation.*** The Council hereby delegates to the Loan Delegate for a period of three months the authority to determine and set forth in the Note, subject to the applicable parameters set forth in this Ordinance, the following: (i) the Dated Date; (ii) the ~~Interest Payment Date~~; (iii) ~~the Interest Rate~~; (iv) ~~the Taxable Rate~~; (v) ~~the Principal Amounts~~, (vi) ~~the Principal Redemption Date~~; (vii) ~~Maturity Date~~; (viii)Principal Amount; (iii) the Principal Redemption Dates and the Principal Amount of the Note which shall be subject to mandatory scheduled redemption on each date and (iv) the final terms for optional redemption of the Note prior to the Maturity Date;

~~and (ix) the existence of any additional basis points, not to exceed three hundred, which shall be added to the Interest Rate then in effect as the default rate upon the occurrence and continuation of a payment Event of Default.~~ Additionally, the Council delegates to the Loan Delegate such other matters that, in the judgment of the Loan Delegate, are necessary or convenient to be set forth in the Note and are not inconsistent with the terms and parameters set forth in this Ordinance. ~~Finally, if required by the Lender, the Council delegates to the Loan Delegate the authority to determine the amount of the Reserve Requirement.~~

#### **Section 4. Redemption of the Note Prior to Maturity.**

(a) **Optional Redemption.** The Note shall be subject to redemption at the option of the Town, in whole ~~but not or~~ in part, on the initial date determined by the Loan Delegate and any Business Day thereafter in increments established by the Loan Delegate, upon payment of the ~~outstanding and unpaid~~ Principal Amount; to be optionally redeemed and the accrued interest on such amount, ~~all other amounts due and owing on the Note, if any, and the inclusion of to the date of redemption, without~~ redemption premium, ~~if any, not to exceed three percent~~, as determined by the Loan Delegate and set forth in the Note.

(b) **Mandatory Scheduled Redemption.** The Principal Amount of the Note shall be subject to mandatory scheduled redemption on each Principal Redemption Date and in the Principal Amounts specified in, or attached as an Exhibit to, the Note, at a redemption price equal to the Principal Amount to be redeemed (with no redemption premium), plus accrued interest to the scheduled Principal Redemption Date.

(c) **Redemption Procedures.** No notice shall be required for mandatory scheduled redemption to occur on each Principal Redemption Date. Notice of optional redemption of the Note shall be given at the direction of the Town by the Paying Agent, not less than thirty days prior to the optional redemption date, by electronic means (provided that the Owner has consented to such means of notification at the address provided by the Owner to the Paying Agent), by first class mail or by such other means acknowledged by the Owner of the Note. Such notice shall specify the ~~Interest Payment~~Business Date on which optional redemption is to occur.

#### **Section 5. Execution, Authentication and Delivery of the Note.**

(a) **Execution.** The Note shall be executed in the name and on behalf of the Town with the manual signature of the Mayor, shall bear a manual or facsimile of the seal of the Town and shall be attested by the manual signature of the Town Clerk, both of whom are hereby authorized and directed to prepare and execute the Note in accordance with the requirements hereof. Should any officer whose signature appears on the Note cease to be such officer before delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes.

(b) **Authentication.** When the Note has been executed, the Note shall be delivered to the Paying Agent for authentication. No executed Note shall be secured by or entitled to the benefit of this Ordinance, or shall be valid or obligatory for any purpose, unless the certificate of authentication of the Paying Agent has been manually executed by an authorized signatory of the Paying Agent. The executed certificate of authentication of the Paying Agent upon an executed

Note shall be conclusive evidence, and the only competent evidence, that the Note has been properly authenticated hereunder.

(c) **Delivery.** Upon the authentication of an executed Note, receipt of the Principal Amount of the Note from the Lender as established in the Note and issuance of the approving opinion of Note Counsel, the Paying Agent shall release the Note and deliver the same to the Lender in accordance with the directions of the Lender.

#### **Section 6. Registration, Transfer and Exchange of the Note.**

(a) **Registration.** The Paying Agent shall maintain the registration book or similar record retention system in which the ownership, transfer and exchange of the Note shall be recorded. The Person in whose name the Note shall be registered in such registration book shall be deemed to be the absolute owner thereof for all purposes.

(b) **Transfer and Exchange.** The Note may be transferred at the principal office of the Paying Agent or at such other location designated by the Paying Agent for such purpose, for a like aggregate outstanding Principal Amount of the same Maturity Date and Interest Rate. Upon surrender for transfer of the Note, duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his or her attorney duly authorized in writing, the Town shall execute and the Paying Agent shall authenticate and deliver in the name of the transferee a new Note.

**Section 7. Replacement of Lost, Destroyed or Stolen Note.** If the Note shall become lost, apparently destroyed, stolen or wrongfully taken, it may be replaced in the form and tenor of the lost, destroyed, stolen or taken Note and the Town shall execute and the Paying Agent shall authenticate and deliver a replacement Note upon the Owner furnishing, to the satisfaction of the Paying Agent: (a) proof of ownership (which shall be shown by the registration books of the Paying Agent), (b) proof of loss, destruction or theft, (c) an indemnity to the Town and the Paying Agent with respect to the Note lost, destroyed or taken, and (d) payment of the cost of preparing and executing the new Note.

**Section 8. Establishment of Accounts.** There is hereby reaffirmed the Water Enterprise Fund. Moneys credited to the Water Enterprise Fund shall be appropriated and distributed in accordance with the Municipal Code and this Ordinance. There also are hereby established within the Water Enterprise Fund the following accounts: (a) the Note Account, which shall include the Interest Sub-Account and the Principal Sub-Account; and (b) the Project Account ~~and (c) the Reserve Account, if required by the Lender.~~

**Section 9. Application of Proceeds of the Note.** Upon payment to the Town of all or a portion of the Loan evidenced by the Note, the Loan proceeds received by the Town shall be credited to the Project Account and applied as a supplemental appropriation of the Town, provided however, the cost of issuance and Loan Origination Fee relating to the Note may be paid by or on the Town's behalf from proceeds of the Loan prior to the credit of such Loan proceeds into the Project Account.

**Section 10. Net Revenue.** All Gross Revenues shall continue to be credited to the Water Enterprise Fund, a proprietary and enterprise fund of the Town. The Town shall apply the moneys

credited to the Water Enterprise Fund to Operation and Maintenance Expenses as the same becomes due, and thereafter shall apply the Net Revenue in the following order of priority (for purposes of the following when credits to more than one account or purpose are required at any single priority level, such credits shall rank pari passu with each other and, in the event that Net Revenue are not sufficient to fully fund all amounts required at any single priority level, credits shall be made pro rata, in accordance with the relative amounts required to be credited to such accounts or purposes):

FIRST, to the credit of or deposit in the accounts or subaccounts established for the payment of interest on the Note and Parity Obligations, if any, the Pro Rata Portion equal to the interest coming due on the next succeeding interest payment date for the respective obligations;

SECOND, to the credit of or deposit in the accounts or subaccounts established for the payment of principal on the Note and Parity Obligations, if any, the Pro Rata Portion equal to the principal coming due on the next succeeding principal payment date for the respective obligations; and

~~THIRD, to the credit of any reserve accounts established for the payment of the Note and the Parity Obligations, if any, the amounts required in the Ordinances or related documents authorizing and controlling the establishment of such reserve accounts; and~~

~~FOURTH~~THIRD, to the credit of any other fund or account as may be designated by the Town, to be used for any lawful purpose, any moneys remaining in the Water Enterprise Fund after the payments and accumulations set forth in FIRST ~~through THIRD~~ and SECOND hereof.

#### **Section 11. Note Account.**

(a) ***Use of Moneys in the Note Account.*** Moneys credited to the Note Account shall be used solely for the purpose of paying the principal of, premium if any, and interest on the Note. The Interest Sub-Account shall be used to pay the interest on the Note and the Principal Sub-Account shall be used to pay the principal of, and premium if any on, the Note.

(b) ***Credits to the Interest Sub-Account.*** Commencing on or before the last Business Day of each month following the Dated Date and taking into consideration moneys then credited to the Interest Sub-Account, Net Revenue shall be credited to the Interest Sub-Account in an amount equal to the interest to come due on the Note on the next succeeding Interest Payment Date and made available to the Paying Agent for the timely payment of interest on the Note on the next succeeding payment date.

(c) ***Credits to the Principal Sub-Account.*** Commencing on or before the last Business Day of the month preceding each Principal Redemption Date and taking into consideration moneys then credited to the Principal Sub-Account, there shall be credited to the Principal Sub-Account Net Revenue in an amount equal to the principal to come due on the Note on the next succeeding Principal Redemption Date and on the Maturity Date (following the last Principal Redemption Date for the Note) and made available to the Paying Agent for the timely payment of the principal of the Note on the next succeeding payment date.

(d) **Investments.** Moneys credited to the Note Account may be invested or credited to securities or obligations that are Permitted Investments. The investment of moneys credited to the Note Account shall, however, be subject to the covenants and provisions of the Section hereof entitled “Covenants Regarding Exclusion of Interest on the Note from Gross Income for Federal Income Tax Purposes.”

## **Section 12. Project Account.**

(a) **Project Account Draws.** From the Dated Date to June 1, 2028, there shall be monthly draws on the Loan, which shall be limited to one draw per month unless otherwise agreed by the Lender, which total but do not exceed in the aggregate the stated Principal Amount of the Note. The first Loan draw shall be on the Dated Date and shall fund the Project Account in an amount greater than \$50,000 as determined by the Loan Delegate. Provided no Event of Default has occurred and is continuing, the amount to be drawn monthly by the Town from the Lender shall be determined in the sole discretion of the Town, with Loan proceeds to be deposited into the Project Account through a process as determined by the Town and the Lender. To the extent that the full Principal Amount of the Loan is not otherwise drawn by June 1, 2028, no additional amounts shall be drawn under the Loan and the anticipated principal amounts annually subject to mandatory redemption on each Principal Redemption Date may be adjusted by the Town and the Owner to provide for substantially equal annual principal and interest payments as provided in the Note.

(b) ~~(a)~~ **Use of Moneys in Project Account.** All moneys credited to the Project Account shall be applied solely to the payment of Project Costs. Upon the determination of the Town Manager that all Project Costs have been paid or are determinable, any balance remaining in the Project Account (less any amounts necessary to pay the Project Costs not then due and owing) shall be transferred to any sub-account of the Note Account.

(c) ~~(b)~~ **Investments.** Moneys credited to the Project Account may be invested or credited to securities or obligations that are Permitted Investments. The investment of moneys credited to the Project Account shall, however, be subject to the covenants and provisions of the Section hereof entitled “Covenants Regarding Exclusion of Interest on the Note from Gross Income for Federal Income Tax Purposes.” Except to the extent otherwise required by such section, interest income from the investment or reinvestment of moneys shall remain in and become part of the Project Account.

## **Section 13. Pledge and Lien for Payment of the Note.**

(a) **Pledge of Revenues.** The Town hereby pledges for the payment of the principal of and interest on the Note and grants a first lien (but not necessarily an exclusive first lien) for such purpose on the Net Revenue, including without limitation moneys credited to the Note Account, as well as moneys on deposit in the Project Account until they are applied to the payment of Project Costs ~~and moneys on deposit in the Reserve Account, if any.~~ The creation, perfection, enforcement, and priority of the pledge of Net Revenue shall be governed by Section 208 of the Supplemental Act and this Ordinance. The Net Revenue shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge shall have the priority described herein. The lien of such pledge shall be valid, binding, and enforceable

as against all persons having claims of any kind in tort, contract, or otherwise against the Town irrespective of whether such persons have notice of such liens.

(b) ***Superior Liens Prohibited.*** The Town shall not pledge or create any other lien on the Net Revenue that is superior to the pledge thereof or lien thereon pursuant to such paragraphs.

(c) ***Subordinate Liens Require Consent.*** For such period of time that the Lender is the Owner of the Note, the Town shall not issue subordinate lien obligations or pledge or create a lien on the Net Revenue that is subordinate to the pledge for payment of the Note and Parity Obligations, if any, without the prior written consent of the Lender. If the Lender is no longer the Owner of the Note, nothing herein shall prohibit the Town from issuing subordinate lien obligations and pledging or creating a lien on the Net Revenue that is subordinate to the pledge thereof or lien thereon established pursuant to paragraph (a) of this Section, provided that no Event of Default shall have occurred and be continuing.

(d) ***No Prohibition on Additional Security.*** Nothing herein shall prohibit the Town from crediting any legally available revenues that are not Net Revenue or any other moneys into any account of the Water Enterprise Fund pledged to the payment of the Note (and thereby subjecting the moneys so credited to the pledge made and lien granted in paragraph (a) of this Section).

(e) ***The Note is Special, Limited Obligation of the Town.*** The Note is a special, limited obligation of the Town payable solely from the Net Revenue. The Note shall not constitute a general obligation of the Town. This Note shall not be payable in whole or in part from the proceeds of general property taxes, and the full faith and credit of the Town is not pledged for payment thereof.

(f) ***Outstanding Parity Obligations.*** As of the ~~date of this Ordinance~~ Dated Date, the CWRPDA Loan ~~and the Federal Loans are~~ will be the Enterprise's only outstanding loan, bonds, notes or other multiple fiscal year obligations with a parity lien on the Pledges Revenues. The Federal Loans will be paid in full and no longer considered outstanding prior to the Dated Date for the Note.

~~(g) ***Reserve Account.*** If required by the Lender, the Loan Delegate shall provide for the establishment of the Reserve Account in the amount of the Reserve Requirement as set forth in the Note. The amount of the Reserve Requirement shall not exceed the amount otherwise permitted to qualify as a reasonably required reserve and replacement fund under the Tax Code. If on any Interest Payment Date or Principal Redemption Date there are insufficient moneys on deposit in the Note Account to make such payment on the Note when due, the Paying Agent shall apply, or cause to be applied, moneys from the Reserve Account in an amount sufficient to pay such principal and interest when due. The Reserve Account shall be maintained by the District in the amount of the Reserve Requirement until such time as all principal of and accrued interest on the Note, whether at the Maturity Date or upon earlier redemption, have been paid in full, at which time the balance of any moneys in the Reserve Account may be applied to such final payment. All interest earning on the Reserve Account shall be transferred to the Note Account.~~

**Section 14. Conditions to the Issuance of Parity Obligations.** The Town may issue Parity Obligations without the prior written consent of the Owner if (i) the Net Revenue for the 12 consecutive months out of the immediately preceding 18 months in which the Parity Obligations are issued, have been equal to at least 110% of (1.1 times) the sum of the Combined Maximum Annual Principal and Interest Requirements on the Note, any outstanding Parity Obligations and the proposed Parity Obligations during each calendar year following the date of issuance of the Parity Obligations and (ii) no Event of Default has occurred and is continuing under this Ordinance. Compliance with such covenant shall be certified by the Town Manager or the Town Treasurer to the Owner and concurrence to the calculation shall be obtained from the Owner prior to the issuance of the Parity Obligations. Except as set forth above, the Town shall not issue Parity Obligations without the prior written consent of the Owner. [For purposes of calculating the Combined Maximum Annual Principal and Interest Requirements on the Note, the Town may assume the Interest Rate then accruing on the Note remains unchanged until the final Maturity Date for the Note.](#)

**Section 15. Additional General Covenants.** In addition to the other covenants of the Town contained herein, the Town hereby further covenants for the benefit of Owner of the Note that:

(a) ***Maintenance of System Rates, Fees and Coverage.*** The Town will establish, maintain, enforce, and collect rates, fees, and charges for services furnished by the System or the use of the System to create Net Revenue in an amount equal to not less than 110% of (1.1 times) the amount necessary to pay when due the principal of and interest on the Note and any Parity Obligations coming due during such calendar year. If the Net Revenue at any time ~~are~~is not sufficient to make such payments, the Town shall promptly increase such rates, fees, and charges to an extent which will ensure the payments and accumulations required by this Ordinance.

(b) ***Efficient Operations.*** The Town will continue to operate and manage the System in an efficient and economical manner in accordance with all applicable laws, rules, and regulations, and keep and maintain separate accounts of the receipts and expenses thereof in such manner that the Net Revenue may at all times be readily and accurately determined. The Town will promptly charge for service furnished by, or the use of, the System and shall use all legal means to assure prompt payment thereof.

(c) ***No Free Service Upon and Event of Default.*** Upon the occurrence of an Event of Default and for so long as the Event of Default is continuing, the Town will furnish no free service from the System and, other than for use related to the operation of the System, the Town shall pay a fair and reasonable amount for the use of services which it receives from the System.

(d) ***Sale or Alienation of Property.*** The Town will not sell or alienate any of the property constituting any part of the System in any manner or to any extent as might reduce the security provided for the payment of the Note, but the Town may sell any portion of such property which shall have been replaced by other similar property of at least equal value, or which shall cease to be necessary for the efficient operations;

provided however, that the proceeds of any such sale of a part of the System shall be included as part of the Gross Revenue.

(e) **Audits.** At least once a year in the time and manner provided by law, the Town will cause an audit to be performed of the records relating to the revenues and expenditures of the System. Such audit may be made part of and included within the general audit of the Town and made at the same time as the general audit. In addition, at least once a year in the time and manner provided by law, the Town will cause a budget to be prepared and adopted. Copies of the budget and the audit will be filed and recorded in the places, time, and manner provided by law. Additionally, the Town shall provide the Lender with such financial statements and other related publicly available information at such frequencies and in such detail that the Lender may reasonably request.

(f) **Insurance.** The Town will carry public liability and such other forms of insurance on insurable System facilities as would ordinarily be carried by utilities having similar properties of equal value, such insurance being in such amounts as will protect the System and its operations. In the event of any loss or damage to the System, or in the event a material part of the System is taken by the exercise of a power of eminent domain, the insurance proceeds or the condemnation award shall be used for restoring, replacing, or repairing the property lost, damaged, or taken, and the remainder thereof, if any, shall be considered as Gross Revenue; provided however, that if the Council determines that the System and the security for the Note will not be adversely affected thereby, the Council may determine not to restore, replace, or repair the property lost, damaged, or taken and all of the insurance proceeds or condemnation award shall be considered as Gross Revenue.

(g) **Enterprise Status.** The Town has and will continue to maintain the System as an “enterprise” or as part of the Utility Enterprise within the meaning Article X, Section 20 of the Colorado Constitution; provided, however, after ~~the current~~ calendar year 2028 the Town may disqualify the System as an “enterprise” or part of the Utility Enterprise in any year in which said disqualification does not materially, adversely affect the enforceability of the covenants made pursuant to this Ordinance. In the event that the System or the Utility Enterprise is disqualified as an enterprise and the enforceability of the covenants made pursuant to this Ordinance are materially, adversely affected, the Town covenants to (i) immediately take all actions necessary to qualify the System as an enterprise within the meaning of Article X, Section 20 of the Colorado Constitution and (ii) permit the enforcement of the covenants made herein.

(h) **Protection of Security.** The Town, its officers, agents and employees, shall not take any action in such manner or to such extent as might prejudice the security for the payment of the principal of and interest on the Note and any other securities payable from the Net Revenue according to the terms thereof. No contract shall be entered into nor any other action taken by which the rights of the Owners might be prejudicially and materially impaired or diminished.

(i) **Project Useful Life.** The Note matures at such time not exceeding the estimated useful life of the Project.

(j) **Patriot Act Notice.** The Town has been notified that, pursuant to the requirements of the Patriot Act, the Lender is required to obtain, verify, and record information that identifies the Town, which information includes the name and address of the Town and other information that will allow the Lender to identify the Town in accordance with the Patriot Act. The Town agrees that it shall promptly provide such information upon request by the Lender.

(k) **No Registration; No Securities Depository; No CUSIP.** The Town agrees with the Lender and confirms that (i) the Note is not being registered under the Securities Act of 1933; (ii) the Note is not being registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state; (iii) no CUSIP number will be obtained for the Note; (iv) no official statement or other offering document has been or will be prepared in connection with the private placement of the Note with the Lender; (v) the Note will not close through The Depository Trust Company or any other securities depository and this Resolution will not be in book entry form; (vi) the Note is not listed on any stock or other securities exchange; and (vi) the Note shall not be assigned a rating by a nationally recognized organization which regularly rates such obligations.

(l) **No Required MSRB Filings.** The Town has no outstanding bonds, notes or other securities for which a continuing disclosure undertaking was made pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the “Rule”), and the Town has no outstanding obligation for which compliance with the Rule is necessary or required.

**Section 16. Covenants Regarding Exclusion of Interest on the Note from Gross Income for Federal Income Tax Purposes.** For purposes of ensuring that the interest on the Note is and remains excluded from gross income for federal income tax purposes, the Town hereby covenants that:

(a) **Prohibited Actions.** The Town will not use or permit the use of any proceeds of the Note or any other funds of the Town from whatever source derived, directly or indirectly, to acquire any securities or obligations and shall not take or permit to be taken any other action or actions, which would cause the Note to be an “arbitrage bond” within the meaning of Section 148 of the Tax Code, or would otherwise cause the interest on the Note to be includible in gross income for federal income tax purposes.

(b) **Affirmative Actions.** The Town will at all times do and perform all acts permitted by law that are necessary in order to assure that interest paid by the Town on the Note shall not be includible in gross income for federal income tax purposes under the Tax Code or any other valid provision of law. In particular, but without limitation, the Town represents, warrants and covenants to comply with the following rules unless it receives an opinion of Note Counsel stating that such compliance is not necessary: (i) gross proceeds of the Note will not be used in a manner that will cause the Note to be considered “private activity bond” within the meaning of the Tax Code; (ii) the Note is not and will not become directly or indirectly “federally guaranteed”; and (iii) the Town will timely file Internal Revenue Form 8038-G which shall contain the information required to be filed pursuant to Section 149(e) of the Tax Code.

(c) **Letter of Instructions.** The Town will comply with the Letter of Instructions delivered to it on the date of issuance of the Note, including but not limited by the provisions of the Letter of Instructions regarding the application and investment of Note proceeds, the use of the Project, the calculations, the deposits, the disbursements, the investments and the retention of records described in the Letter of Instructions; provided that, in the event the original Letter of Instructions is superseded or amended by a new Letter of Instructions drafted by, and accompanied by an opinion of Note Counsel stating that the use of the new Letter of Instructions will not cause the interest on the Note to become includible in gross income for federal income tax purposes, the Town will thereafter comply with the new Letter of Instructions.

~~(d) **Qualified Tax-Exempt Obligation Designation.** The Town hereby designates the Note as a qualified tax-exempt obligation within the meaning of Section 265(b)(3) of the Tax Code. The Town covenants that the aggregate face amount of all tax-exempt obligations issued by the Town, together with governmental entities which derive their issuing authority from the Town or are subject to substantial control by the Town, shall not be more than \$10,000,000 during calendar year 2026. The Town recognizes that such tax-exempt obligations include bonds, notes, leases, loans and warrants, as well as the Note to be issued and delivered pursuant to this Ordinance. The Town further recognizes that any Owner will rely on the Town's designation of the Note as a qualified tax-exempt obligation.~~

**Section 17. Defeasance.** The Note shall not be deemed to be outstanding hereunder if it shall have been paid and cancelled or if cash or Federal Securities shall have been credited to trust for the payment thereof (whether upon or prior to the maturity of the Note, but if the Note is to be paid prior to maturity, the Town shall have given the Paying Agent irrevocable directions to give notice of redemption as required by this Ordinance, or such notice shall have been given in accordance with this Ordinance). In computing the amount of the deposit described above, the Town may include interest to be earned on the Federal Securities.

**Section 18. Events of Default.** Each of the following events constitutes an Event of Default:

(a) **Nonpayment of Principal, Premium or Interest.** Failure to make any payment of principal of, premium, if any, or interest on the Note when due hereunder;

(b) **Breach or Nonperformance of Duties.** Breach by the Town of any covenant set forth herein or failure by the Town to perform any duty imposed on it hereunder and continuation of such breach or failure for a period of thirty days after receipt by the Town Clerk of written notice thereof from the Paying Agent or from the Owner; or

(c) **Appointment of Receiver.** An order or decree is entered by a court of competent jurisdiction appointing a receiver for all or any portion of the revenues and moneys pledged for the payment of the Note pursuant hereto is entered with the consent or acquiescence of the Town or is entered without the consent or acquiescence of the Town but is not vacated, discharged or stayed within thirty days after it is entered.

**Section 19. Remedies for Events of Default.**

(a) **Remedies.** Upon the occurrence and continuance of any Event of Default, the Owner, or a trustee therefor, may protect and enforce its rights hereunder by proper legal or equitable remedy deemed most effectual including mandamus, specific performance of any covenants, the appointment of a receiver (the consent of such appointment being hereby granted), injunctive relief, or requiring the Council to act as if it were the trustee of an express trust, or any combination of such remedies. All proceedings shall be maintained for the benefit of the Owner of the Note.

(b) **Failure to Pursue Remedies Not a Release; Rights Cumulative.** The failure of the Owner to proceed in any manner herein provided shall not relieve the Town of any liability for failure to perform or carry out its duties hereunder. The foregoing rights are in addition to any other right available to the Owner of the Note and the exercise of any right by the Owner shall not be deemed a waiver of any other right.

**Section 20. Amendment of Ordinance.** The Town may not amend this Ordinance without the prior written consent of the Owner of the Note.

**Section 21. Findings and Determinations.** Having been fully informed of and having considered all the pertinent facts and circumstances, the Council does hereby find, determine, and declare:

(a) **Compliance with Law.** The issuance of the Note and all procedures undertaken incident thereto are in full compliance and conformity with all applicable requirements, provisions and limitations prescribed by the State Constitution and the Enabling Law, and all conditions and limitations of the State Constitution and the Enabling Law have been satisfied.

(b) **Best Interests.** It is to the best advantage of the Town and its residents that the Note be authorized, issued and delivered at the time, in the manner and for the purposes provided in this Ordinance.

(c) **Supplemental Public Securities Act.** The Town hereby elects to apply the provisions of Section 11-57-209, C.R.S. Section 11-57-210, C.R.S. and Section 11-57-212, C.R.S. to the authorization of the Loan and the issuance and delivery of the Note.

(d) **No Advisory of Fiduciary Role.** The Town acknowledges and agrees that (i) the transaction contemplated herein is an arm's length commercial transaction between the Town and the Lender and its affiliates, (ii) in connection with such transaction, the Lender and its affiliates are acting solely as a principal and not as an advisor including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), agent or a fiduciary of the Town, (iii) the Lender and its affiliates are relying on the bank exemption in the Municipal Advisor Rules, (iv) the Lender and its affiliates have not provided any advice or assumed any advisory or fiduciary responsibility in favor of the Town with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (whether or not the Lender, or any affiliate of the Lender, has provided other services or advised, or is currently providing other services or advising the Town on other matters), (v) the Lender and its affiliates have financial and other interests that differ from those of the Town, and (vi) the Town has consulted with its own

financial, legal, accounting, tax and other advisors, as applicable, to the extent it deemed appropriate.

**Section 22. Appointment and Duties of Paying Agent.** The Paying Agent is hereby appointed as paying agent, registrar and authenticating agent for the Note unless and until the Town removes it as such and appoints a successor Paying Agent, in which event such successor shall automatically succeed to the duties of the Paying Agent hereunder and its predecessor shall immediately turn over all its records regarding the Note to such successor. The Paying Agent, by accepting its duties as such, agrees to perform all duties and to take all actions assigned to it hereunder in accordance with the terms hereof. The appointment and acceptance of the duties of Paying Agent hereunder shall be affected through the execution of an agreement by the Paying Agent.

**Section 23. Approval of Miscellaneous Documents.** The Council hereby authorizes and approves the execution of all documents and certificates necessary or desirable to effectuate the issuance of the Note and the transaction contemplated hereby, including without limitation the Term Sheet, and execution by the parties thereto shall constitute the Council's approval of such documents and certificates in the form so executed. ~~In the discretion of Town officials, the use of electronic signatures as authorized pursuant to Resolution 2026-19 of the Town shall be permitted except in relation to the manual signatures required for the execution of the Note.~~

**Section 24. Ratification of Prior Actions.** All actions heretofore taken (not inconsistent with the provisions of this Ordinance) by the Council or by the officers and employees of the Town directed toward the issuance of the Note for the purposes herein set forth, including without limitation actions taken on the Town's behalf in connection with the request for proposals are hereby ratified, approved and confirmed.

**Section 25. Events Occurring on Days That Are Not Business Days.** Except as otherwise specifically provided herein with respect to a particular payment, event or action, if any payment to be made hereunder or any event or action to occur hereunder which, but for this Section, is to be made or is to occur on a day that is not a Business Day shall instead be made or occur on the next succeeding day that is a Business Day.

**Section 26. Headings.** The headings to the various sections and paragraphs to this Ordinance have been inserted solely for the convenience of the reader, are not a part of this Ordinance, and shall not be used in any manner to interpret this Ordinance.

**Section 27. Ordinance Irrepealable.** After the Note has been issued, this Ordinance shall constitute a contract between the Owner and the Town and shall be and remain irrepealable until the principal of the Note and all interest accruing thereon shall have been fully paid, satisfied, and discharged, as herein provided.

**Section 28. Severability.** It is hereby expressly declared that all provisions hereof and their application are intended to be and are severable. In order to implement such intent, if any provision hereof or the application thereof is determined by a court or administrative body to be invalid or unenforceable, in whole or in part, such determination shall not affect, impair or invalidate any other provision hereof or the application of the provision in question to any other

situation; and if any provision hereof or the application thereof is determined by a court or administrative body to be valid or enforceable only if its application is limited, its application shall be limited as required to most fully implement its purpose.

**Section 29. Repealer.** All orders, bylaws, ordinances, and resolutions of the Town, or parts thereof, inconsistent or in conflict with this Ordinance, are hereby repealed to the extent only of such inconsistency or conflict.

~~{The balance of this page is intentionally blank.}~~

INTRODUCED, READ BY TITLE, APPROVED ON FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THE \_\_\_\_ DAY OF \_\_\_\_\_, 2026. 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 \_\_\_\_ DAY OF \_\_\_\_\_, 2026 AT \_\_\_\_ P.M. AT THE MINTURN TOWN HALL, 302 PINE STREET, MINTURN, COLORADO, 81645.

TOWN OF MINTURN, COLORADO

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

ATTEST:

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

THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE ENACTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.

TOWN OF MINTURN, COLORADO

\_\_\_\_\_  
~~Earle Bidez~~ Eric Gotthelf, Mayor

ATTEST:

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

**APPENDIX A**  
**FORM OF NOTE**  
**UNITED STATES OF AMERICA**  
**TOWN OF MINTURN, COLORADO**  
**ACTING BY AND THROUGH THE TOWN OF MINTURN,**  
**WATER AND SANITATION ACTIVITIES ENTERPRISE**  
**WATER REVENUE NOTE**  
**SERIES 2026**

R-1 \$ \_\_\_\_\_

Interest Rate	Maturity Date	Dated Date
<u>Described in this Note Below</u>	<u>December 1, 2052</u>	_____, 2026

REGISTERED OWNER: Alpine Bank, a Colorado banking corporation, or any successor thereto

PRINCIPAL SUM: \_\_\_\_\_ DOLLARS

The TOWN OF MINTURN, COLORADO, in the State of Colorado, a duly organized and validly existing home-~~rule~~Town~~rule~~ Town and political subdivision of the State of Colorado, acting by and through the Town of Minturn, Water and Sanitation Activities Enterprise (the “Town”), for value received, hereby promises to pay, solely out of the special funds hereinafter designated but not otherwise, to the registered owner named above, or registered assigns, on Principal Redemption Dates or on the Maturity Date specified above ~~or~~, the Principal Amount specified above or such lesser aggregate amount drawn under the Loan (capitalized terms used herein shall have the meanings set forth in Town Ordinance No. \_\_\_\_\_02-Series 2026 authorizing the issuance of this Note (the “Ordinance”). In like manner the Town promises to pay interest on the outstanding and unpaid Principal Amount, subject to Loan draws up to June 1, 2028, not to exceed the full principal amount of this Note (computed on the basis of a 360/365-day year ~~of twelve 30-day months~~) on each ~~monthly~~ Interest Payment Date, computed initially from the Dated Date set forth above, at the Interest Rate per annum specified ~~above~~below, until the outstanding Principal Amount is paid in full.

As provided in the Ordinance, the “Interest Rate” is (i) for the period from the Dated Date to and including November 30, 2038, a rate of interest of 5.0% per annum and (ii) for the period on and after December 1, 2038 to the Maturity Date, a rate of interest equal to the sum of (A) the rate of the 10-year US Treasury Note as established at market close on December 1, 2038 according to the CBOE Interest Rate 10-Year identified under ticker symbol TNX plus (B) 0.5% (fifty basis points), provided that the total interest rate for the period on and after December 1,

2038 shall be not less than 4.5% per annum and shall not exceed to maximum rate of interest permitted by law.

Upon the occurrence and continuation of a payment Event of Default as provided in the Ordinance, an additional ~~—4.0%~~ (~~—four~~ hundred basis points) shall be added to the annual Interest Rate then in effect as the default rate for each day ~~in~~on which each payment Event of Default is in effect.

Additionally, following ~~Following~~ a Determination of Taxability, if any, the Note shall bear per annum interest at the Taxable Rate ~~of —%~~ for such period in which the Determination of Taxability applies, as provided in the Ordinance.

~~The Town has designated the Note as a “qualified tax exempt obligation” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.~~

Attached as an Exhibit to this Note is a schedule of the principal and interest due on this Note on each Interest Payment Date and Principal Redemption Date, ~~as well as on~~ on and after December 1, 2028, assuming Loan draws up to the full Principal Amount of this Note (the schedule also assumes the Interest Rate remains unchanged until the Maturity Date). By extending the Loan, the Lender agrees to cooperate with and provide the Town with regular statements regarding the outstanding principal amount and interest due on the Note. Additionally, to the extent that Loan draws total less than the stated Principal Amount of the Note by June 1, 2028 or that an optional redemption of the principal amount of the Note, in part, has occurred, the Lender (or Owner if other than the Lender) shall provide the Town with an adjusted annual schedule of mandatory scheduled redemption for each remaining Principal Redemption Date plus accrued interest to the Maturity Date, resulting in substantially equal annual payments of principal and interest by the Town to the Owner until the Maturity Date.

The principal of and interest on this Note shall be paid by check or draft of the Paying Agent mailed on or before each Interest Payment Date and Principal Redemption Date to the registered owner of this Note; provided however, the Paying Agent shall make such payments by wire transfer or such alternative means as may be mutually agreed to between the registered owner of this Note and the Paying Agent. The ~~final installment~~Note certificate shall be presented for the final payment of the principal of ~~and interest on this Note shall only be payable upon presentation and surrender of this Note to the Paying Agent~~the Note on or about the Maturity Date or date on which the principal of the Note is to be paid in full, provided however this Note need not be presented for the payment of principal when redeemed in the case of mandatory scheduled redemption. Notwithstanding any provisions to the contrary contained herein, the Lender nor any subsequent successor shall not be required to present the Note to the Paying Agent to receive payment of any interest or principal payments due hereunder.

THE ORDINANCE CONSTITUTES THE CONTRACT BETWEEN THE REGISTERED OWNER OF THIS NOTE AND THE ~~Town~~TOWN. THIS NOTE IS ONLY EVIDENCE OF SUCH CONTRACT AND, AS SUCH, IS SUBJECT IN ALL RESPECTS TO THE TERMS OF THE ORDINANCE, WHICH SUPERSEDES ANY INCONSISTENT STATEMENT IN THIS NOTE.

This Note ~~is~~ shall be subject to redemption at the option of the Town, in whole ~~but not~~ or in part, on December 1, ~~20—~~2028 and any Business Day thereafter, in increments of \$500,000 or multiples of \$1,000 thereafter, upon payment of the ~~outstanding and unpaid~~ Principal Amount, to be optionally redeemed and the accrued interest on such amount, ~~all other amounts due and owing on this Note, if any, and~~ to the date of redemption, without redemption premium. The optional redemption set forth in this paragraph is conditioned upon notice by the Town to the Owner not less than 30 days prior to the date on which such redemption is to occur.

The Note is special, limited obligation of the Town payable solely from and secured solely from the Net Revenue generated from the System as provided in the Ordinance and shall not constitute a general obligation of the Town. Pursuant to the Ordinance the Town pledged for the payment of the principal of, premium if any, and interest on the Note at any time outstanding, and granted a lien for such purpose on the Net Revenue. This Note is issued under authority of the Town Charter and, among other things, under the authority of the Part 2 of Article 57 of Title 11, of the Colorado Revised Statutes. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of this Note after its deliver for value.

The Town agrees with the Owner of this Note that it will keep and perform all the covenants and agreements contained in the Ordinance.

It is hereby certified that all conditions, acts and things required by the Town Charter, and the constitution and laws of the State of Colorado, and the ordinances of the Town, to exist, to happen and to be performed, precedent to and in the issuance of this Note, exist, have happened and have been performed, and that the Note do not exceed any limitations prescribed by said Town Charter, Constitution or laws of the State of Colorado, or the ordinances of the Town.

This Note shall not be entitled to any benefit under the Ordinance, or become valid or obligatory for any purpose, until the Paying Agent shall have signed the certificate of authentication hereon.

IN WITNESS WHEREOF, the Town of Minturn, Colorado, has caused this Note to be signed in the name and on behalf of the Town with the manual signature of the Mayor, to be sealed with the seal of the Town or a facsimile thereof and to be attested by the manual signature of the Town Clerk.

[MANUAL OR FACSIMILE SEAL]                      MINTURN, COLORADO

By (Manual Signature)  
Mayor

ATTEST:

By (Manual Signature)  
Town Clerk

**CERTIFICATE OF AUTHENTICATION**

This is the Note described in the within-mentioned Ordinance.

Town Treasurer, as Paying Agent

By \_\_\_\_\_  
Authorized Representative

Date of Authentication: \_\_\_\_\_

**CERTIFICATE OF TRANSFER**

FOR VALUE RECEIVED, \_\_\_\_\_, the undersigned, hereby sells, assigns and transfers unto \_\_\_\_\_ (Tax Identification or Social Security No. \_\_\_\_\_) the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

<b>Summary report:</b>	
<b>Litera Compare for Word 11.12.0.83 Document comparison done on 4/9/2026 3:22:56 PM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> nd://4938-1276-7881/1/Minturn 2026 Enterprise Revenue Note Ordinance.docx	
<b>Modified DMS:</b> nd://4938-1276-7881/2/Minturn 2026 Enterprise Revenue Note Ordinance.docx	
<b>Changes:</b>	
<a href="#">Add</a>	79
<del>Delete</del>	75
<del>Move From</del>	0
<u>Move To</u>	0
<u>Table Insert</u>	0
<del>Table Delete</del>	0
<u>Table moves to</u>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>154</b>



# INTERIM AD DRAFT

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

Notice ID: IXvO3qWuX9cn1oDr9E4R | **Proof Updated: Mar. 05, 2026 at 08:55am MST**  
Notice Name: 8CD09 Ord. 02 Series 2026

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

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

**Columns Wide:**            1                      **Ad Class:** Legals  
**Total Column Inches:** 3.08  
**Number of Lines:**        37

03/07/2026: Other	18.87
Affidavit Fee	10.00
<hr/>	
Subtotal	\$28.87
Tax	\$0.00
Processing Fee	\$2.89
<b>Total</b>	<b>\$31.76</b>

**TOWN OF MINTURN, COLORADO  
ORDINANCE NO.02-SERIES 2026**

**AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO, ACTING BY AND THROUGH THE TOWN OF MINTURN, WATER AND SANITATION ACTIVITIES ENTERPRISE, APPROVING A LOAN, EVIDENCED BY A NOTE, TO FINANCE WATER SYSTEM CAPITAL IMPROVEMENTS; APPROVING THE NOTE FORM AND LOAN REPAYMENT FROM THE OPERATION OF THE TOWN'S WATER SYSTEM; AND PROVIDING OTHER DETAILS AND APPROVING DOCUMENTS RELATING TO THE LOAN.**

INTRODUCED, READ BY TITLE, APPROVED ON FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THE 4th DAY OF MARCH, 2026. 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 15TH DAY OF APRIL, 2026 AT 5:30P.M. AT THE MINTURN TOWN HALL, 302 PINE STREET, MINTURN, COLORADO, 81645.

TOWN OF MINTURN, COLORADO

Earle Bidez, Mayor

ATTEST:

Jay Brunvand, Town Clerk

**PUBLISHED IN THE VAIL DAILY ON SATURDAY, MARCH 7, 2026.**



To: Mayor and Council  
From: Jay Brunvand  
Date: April 15, 2026  
Agenda Item: Ordinance 04 – Series 2026

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**REQUEST:**

Council is asked to discuss and consider Ordinance 04 – Series 2026 adjusting the fee charged for Debt Service in the Enterprise fund. This fee increase will be effective 6/1/26.

**INTRODUCTION:**

The town sets our fee schedule as part of the annual budget process. As a result of the Enterprise Fund debt increasing to allow for the Water Plant Construction Loan the Debt Service will be increasing dramatically.

**ANALYSIS:**

This revised fee ONLY affects the Debt Service Fee charged per Single Family Equivalent (SFE). The Debt Service fee is calculated by taking the annual debt payments, dividing that by the current SFE count, and dividing that by 12mo. Using this formula our fee will increase \$45 in addition to the currently existing debt fee for a total monthly fee of \$57.37/sfe. This is lower than the proposed approximate \$80 increase as we will only have one interest payment on the new loan this year and we will not have drawn the full loan amount.

Annually, this fee will be adjusted each budget season to consider variables such as when new projects sell or some other unknown occurrence. Once the plant construction project is completed and we know the final value of the loan, we will be at the \$80 debt service fee increase that has been discussed in addition to other existing debt. Again, this full effect will not be realized until we draw down the full loan over the next two years. Further, as part of the loan agreement we are paying off and retiring one of two current loans the town has. This means the only debt the town will have outstanding will be for the new tank and the water treatment plant.

The concern of those involved with the issuance of the debt stems from the need to recognize upfront that the fees will need to be set in order to cover the 120% value of the existing debt. This Resolution is in line with that need and is in line with the estimated loan needs for the water plant construction.

In addition to this rate change, some properties throughout town are under a construction shut off. Our code states these will incur the base rate and debt rate. When we were under the administration of ERWSD, this was the case and the town would receive only \$50 of that fee. During FY2025, we continued with this \$50 cost. The intent was to get everyone switched and

accustomed to the new system before making other changes such as this. I recommend that we now increase this cost to the base rate for water service and the base rate for debt service as provided in the Code effective with the 6/1/26 debt service increase.

**COMMUNITY INPUT:**

This funding has been discussed on multiple occasions recently and public hearings will be held pursuant to passing Ordinance 04-2026.

**BUDGET / STAFF IMPACT:**

The 2026 Debt Service fee will be adjusted \$85.00 from \$17.37 for a total of \$57.37/sfe/month.

**STRATEGIC PLAN ALIGNMENT:**

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

**RECOMMENDED ACTION OR PROPOSED MOTION:**

Motion to approve Ordinance 04 – Series 2026 an Ordinance modifying, setting, and approving Enterprise Fund Debt Service Rates for 2026 as adjusted by the 2026 Water Plant Loan for the Enterprise Fund of the Town of Minturn, Colorado.

**ATTACHMENTS:**

- Ordinance 04 – Series 2026

**TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 04 - SERIES 2026**

**AN ORDINANCE MODIFYING, SETTING, AND  
APPROVING ENTERPRISE FUND DEBT SERVICE  
RATES FOR 2026 AS ADJUSTED BY THE 2026 WATER  
PLANT LOAN FOR THE ENTERPRISE FUND OF THE  
TOWN OF MINTURN, COLORADO**

**WHEREAS**, The Town of Minturn must adjust Debt Service Rates to fund the Debt Service anticipated with the Minturn Water Treatment Plant construction loan, 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.

The following Debt Service Fees are hereby adjusted per Single Family Equivalent as set forth and effective June 1, 2026:

Current 2026 Debt Service Fee	\$ 17.37
Proposed Debt Service Fee Increase	45.00
Proposed adjusted Debt Service Fee	\$ 57.37

Section 2.

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

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

**INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEB SITE THE 15<sup>th</sup> DAY OF APRIL, 2026. 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 6<sup>TH</sup> DAY OF MAY, 2026 AT 5:30 p.m. AT THE MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.**

TOWN OF MINTURN, COLORADO

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Eric Gotthelf, Mayor

ATTEST:

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Jay Brunvand, Town Clerk

THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE ENACTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEB SITE THIS 6<sup>TH</sup> DAY OF MAY, 2026.

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Eric Gotthelf, Mayor

ATTEST:

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Jay Brunvand, Town Clerk



**Staff Memo To:** Mayor and Town Council

**From:** Rob Gutierrez, Town Manager

**Date:** April 10, 2026

**Subject:** Minturn WTP Construction Contract Award

## Background

The Town has been advancing the Minturn Water Treatment Plant project to replace and modernize the Town's existing treatment facility. The project was publicly advertised for bids on February 19, 2026. The bid documents required a mandatory pre-bid conference on March 3, 2026, and established April 3, 2026, at 3:00 p.m. as the deadline for bid submittals. The Notice of Award was identified in the bid schedule as contingent upon bond closing, with a proposed Notice to Proceed date of May 1, 2026.

The bid documents also made clear that the Town is not required to award the contract solely on the basis of lowest price. Under the Instructions to Bidders, the Town may award the contract to the bidder determined to be in the Town's best interest and may consider whether the bid complies with the bidding requirements, as well as the bidder's qualifications, experience, and resources. The bid documents further state that failure to submit required qualification information may disqualify a bidder.

## Status

The Town received three bids for construction of the Minturn Water Treatment Plant:

- **JHL Constructors, LLC – \$12,547,730.00**
- **Native Sun Construction – \$12,868,335.00**
- **RN Civil Construction, LLC – \$13,673,335.00**

Based on the bids received, JHL submitted the lowest total bid. Native Sun's bid was \$320,605 higher than JHL's bid, and RN Civil's bid was \$1,125,605 higher than JHL's bid.

Staff requested HDR Engineering, Inc. to review the bid packages and bidder qualifications. Based on HDR's review, including outreach to bidder references, HDR has recommended award to **JHL Constructors, LLC**. As summarized by HDR, JHL was viewed as having the most relevant qualifications in addition to submitting the lowest bid, and HDR concluded that these factors support JHL as the highest-value contractor for the project.

## Key Considerations and Concerns

### 1. Procurement and Evaluation Framework

This solicitation was not structured as a simple lowest-price procurement. The bid documents expressly reserve the Town's right to award to the bidder determined to be in the Town's best interest, regardless of whether that bidder submitted the lowest-priced bid. In evaluating responsibility, the Town may consider bidder qualifications, experience, and resources, as well as subcontractor and supplier qualifications where applicable.



## 2. JHL Constructors, LLC

JHL submitted the lowest bid at **\$12,547,730.00** and acknowledged Addenda 1 through 5 in its bid form. JHL also submitted the required bid bond and qualifications materials.

JHL's qualifications package reflects the strongest body of directly relevant experience among the three bidders. The package includes similar water treatment work such as:

- **Griswold WTP Raw Water Structure Improvements – Phase 2** for the City of Aurora, with a project cost of **\$11.5 million**, completed in May 2021
- **Castle Pines Water Treatment Plant 2 Expansion**, with a project cost of **\$16 million**, currently under construction

HDR's reference feedback on JHL was generally positive. While HDR noted JHL was relatively new to the water/wastewater sector on the Aurora project and had a learning curve, HDR's references indicated JHL was diligent, responsive in addressing issues, fair to work with, and performing well on current work.

One point staff believes is worth noting for Council is that JHL's proposed key personnel are presently assigned to other active projects. JHL's proposed project manager, Tom Marshall, is shown as **80% committed to Castle Pines WTP2 Expansion through September 2026**, and its proposed superintendent, Dylan Tomlinson, is shown as **25% committed to Castle Pines WTP2 Expansion through October 2026**. Staff does not view this as disqualifying, but it is a reasonable point for HDR and staff to confirm during final pre-award coordination.

## 3. Native Sun Construction

Native Sun submitted the second-lowest bid at **\$12,868,335.00**.

Native Sun's reference feedback, as reported by HDR, was positive where references were reached. However, based on the bid package, Native Sun's directly comparable water treatment experience appears more limited in scale and complexity than JHL's. The similar projects identified in the qualifications materials include smaller well and iron-removal projects, along with other non-WTP civil work, rather than a comparable full water treatment plant construction project at the size of Minturn's project.

Staff also notes one potential responsiveness issue in Native Sun's bid package. On the addenda acknowledgment page of the bid form, Native Sun appears to acknowledge Addenda 1, 2, 4, and 5, but Addendum 3 does not appear to be listed. Staff has not independently determined whether this omission is material, and staff is not recommending Council make that determination on its own. However, it is a point the Town should be aware of and one that staff, HDR, and the Town Attorney may wish to confirm as part of the award record.

## 4. RN Civil Construction, LLC

RN Civil submitted the highest bid at **\$13,673,335.00**.



RN Civil's qualifications materials reflect meaningful water and wastewater project experience, including:

- **Fort Lupton-Hudson WTP Expansion Project – \$3.14 million**, completed December 2024
- **Lafayette Water Reclamation Facility 2021 Improvements Project – \$32.8 million**, completed May 2024
- **Aspen Consolidated Sanitation District Disc Filter and UV Disinfection System Upgrade – \$4.325 million**, completed July 2025

However, HDR identified deficiencies in RN Civil's qualifications submission. Specifically, HDR noted that RN Civil did not provide references for the superintendent identified for the Minturn project and did not complete the superintendent current work assignments section. The Instructions to Bidders state that failure to submit required qualification information may disqualify a bidder. Based on staff's review, this appears to be the most significant submission issue among the three bid packages.

## 5. Overall Best-Value Assessment

Based on the materials submitted, staff believes HDR's recommendation is supportable under the terms of the solicitation. JHL is both the lowest bidder and the bidder with the strongest directly relevant water treatment plant experience reflected in the materials submitted. While JHL's personnel overlap on other work should be noted, that issue does not appear to outweigh the overall strength of JHL's bid and qualifications.

By comparison:

- Native Sun submitted a competitive price, but its comparable project experience appears less directly aligned with the Minturn WTP project, and there is a potential addenda acknowledgment issue staff believes should be noted.
- RN Civil appears experienced, but HDR identified incomplete qualification information for proposed project leadership, and RN Civil also submitted the highest bid.

## Staff Recommendation

Staff recommends that the Town Council approve the attached resolution awarding the Minturn Water Treatment Plant construction contract to **JHL Constructors, LLC**, in the amount of **\$12,547,730.00**, and authorize the Town Manager and Town Attorney to negotiate and execute the agreement and related contract documents, subject to final legal review, confirmation of financing, and completion of all required contract and bonding documentation.

## Next Steps

If Council approves the award resolution, staff anticipates the following next steps:

# Minturn

Town Manager's Office

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- Finalize contract documents with JHL
- Confirm bonding and insurance requirements are satisfied
- Complete financing-related conditions associated with award
- Issue Notice of Award and proceed toward a Notice to Proceed, currently identified in the bid schedule as **May 1, 2026**

Sincerely,

**Rob Gutierrez**  
Town Manager

**TOWN OF MINTURN, COLORADO  
RESOLUTION NO. 20 – Series 2026**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO,  
APPROVING THE AWARD OF A CONSTRUCTION CONTRACT TO JHL CONSTRUCTORS, LLC  
FOR THE MINTURN WATER TREATMENT PLANT PROJECT, AND AUTHORIZING THE TOWN  
MANAGER AND TOWN ATTORNEY TO NEGOTIATE AND EXECUTE THE AGREEMENT AND  
RELATED CONTRACT DOCUMENTS**

**WHEREAS**, the Town of Minturn has undertaken the Minturn Water Treatment Plant Project (the “Project”); and

**WHEREAS**, on February 19, 2026, the Town, through HDR Engineering, Inc., issued an Advertisement for Bids for construction of the Project; and

**WHEREAS**, the bidding documents required a mandatory pre-bid conference, which was held on March 3, 2026, and established April 3, 2026, at 3:00 p.m. local time as the deadline for submission of bids; and

**WHEREAS**, bids were received and opened in accordance with the bidding documents; and

**WHEREAS**, JHL Constructors, LLC submitted a bid for the Project in the total amount of Twelve Million Five Hundred Forty-Seven Thousand Seven Hundred Thirty Dollars (\$12,547,730.00); and

**WHEREAS**, the bidding documents provide that the Town may evaluate bids based on responsiveness, bidder qualifications, experience, and available resources, and may award the contract to the bidder determined to be in the Town’s best interest; and

**WHEREAS**, HDR Engineering, Inc., as the Town’s engineer for the Project, has reviewed the bids received and recommended award of the contract to JHL Constructors, LLC as the lowest responsive and responsible bidder; and

**WHEREAS**, the Town Council finds that awarding the contract to JHL Constructors, LLC is in the best interests of the Town, subject to finalization of the construction agreement and satisfaction of the conditions of award.

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

**Section 1. Recitals Incorporated.**

The foregoing recitals are incorporated into this Resolution as findings of the Town Council.

**Section 2. Award of Contract.**

The Town Council hereby approves award of the construction contract for the Minturn Water Treatment Plant Project to JHL Constructors, LLC, in the amount of \$12,547,730.00, subject to final legal review, confirmation of project financing, and satisfaction of all requirements of the bidding and contract documents.

**Section 3. Authorization to Negotiate and Execute.**

The Town Council hereby authorizes the Town Manager and Town Attorney, with support from

HDR Engineering, Inc., to negotiate final contract terms consistent with the bidding documents and to execute the construction agreement, notice of award, and related contract documents on behalf of the Town, together with such non-material revisions as they deem necessary or appropriate to carry out the intent of this Resolution.

**Section 4. Effective Date.**

This Resolution shall take effect immediately upon adoption.

**INTRODUCED, READ, APPROVED, ADOPTED, AND RESOLVED this 15<sup>th</sup> day of April, 2026.**

**TOWN OF MINTURN, COLORADO**

---

Eric Gotthelf, Mayor

ATTEST:

---

Jay Brunvand, Town Clerk

# BID FORM

## FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

### ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: Rob Gutierrez, Town Manager, Town of Minturn, 301 Boulder St, #309, Minturn, CO 81645
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
  - D. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - E. Required Bidder Qualification Statement with supporting data
  - F. .

### ARTICLE 3—BASIS OF BID—LUMP SUM BID

- 3.01 *Lump Sum Bids*
- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s):
    - 1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price	\$ 11,292,395.00
Purchase of MEMCOR system as defined by the contract documents and inclusive of performance and payment bond.	\$1,255,335
Total Bid Price (Sum of two lines above)	\$ 12,547,730.00

**ARTICLE 4—TIME OF COMPLETION**

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated and special damages.

**ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

- 5.01 *Bid Acceptance Period*
  - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 *Instructions to Bidders*
  - A. Bidder accepts terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 *Receipt of Addenda*
  - A. Bidder hereby acknowledges receipt of the following Addenda:

<b>Addendum Number</b>	<b>Addendum Date</b>
001	02.27.2026
002	03.06.2026
003	03.20.2026
004	03.27.2026
005	04.01.2026

**ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

- 6.01 *Bidder’s Representations*
  - A. In submitting this Bid, Bidder represents the following:
    1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
    2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
    3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
    4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
    5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in

the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 *Bidder's Certifications*

##### A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.


BIDDER hereby submits this Bid as set forth above:

Bidder:

JHL Constructors, LLC

(typed or printed name of organization)

By:



(individual's signature)

Name:

Robert Wahl

(typed or printed)

Title:

Vice President

(typed or printed)

Date:

04-03-2026

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign. See attached

Attest:



(individual's signature)

Name:

Mario Cappella

(typed or printed)

Title:

Vice President

(typed or printed)

Date:

04-03-2026

(typed or printed)

Bidder's Address for giving notices:

9100 E Panorama Dr, Suite 300  
Englewood, CO 80112

Bidder's Contact Person:

Name:

Robert Wahl

(typed or printed)

Title:

Vice President

(typed or printed)

Phone:

303-741-6116

Email:

rwahl@jhlconstructors.com

Address:

9100 E Panorama Dr, Suite 300  
Englewood, CO 80112

Bidder's Contractor License No.: (if applicable)

NA

# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

JHL Constructors, LLC  
9100 East Panorama Drive, Suite 300  
Englewood, CO 80112

**SURETY:**

(Name, legal status and principal place of business)

Western Surety Company  
151 North Franklin Street  
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

(Name, legal status and address)

Town of Minturn, Colorado  
301 Boulder Street, #309  
Minturn, CO 81645

**BOND AMOUNT:** Five Percent of Total Amount Bid (5%)

**PROJECT:**

(Name, location or address, and Project number, if any)

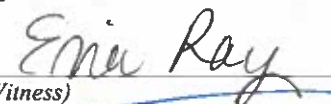
Minturn Water Treatment Plant  
1931 US 24, Minturn, CO 81645

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.


Signed and sealed this 3rd day of April, 2026

By:   
(Witness)

  
(Witness) Celine Bibonne

JHL Constructors, LLC  
(Principal)  (Seal)

By:   
(Title) BEN STELLA, PRESIDENT & CEO

Western Surety Company  
(Surety)  (Seal)

By:   
(Title) Nicole L McCollam, Attorney-in-Fact

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Nicole L McCollam, Brandi J Tetley, Jennifer L Clampert, Michael Lischer Jr, Mary Ashley Allen, Amy Coonts, Danielle Waring, Celine Bibonne, Individually**

of Denver, CO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of February, 2026.



WESTERN SURETY COMPANY

*Larry Kasten*

Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 20th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument, that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031



*K Walsh*

K Walsh, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of April, 2026



WESTERN SURETY COMPANY

*Paula Kolsrud*

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to [www.enasurety.com](http://www.enasurety.com) > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

**CERTIFIED RESOLUTION OF JHL CONSTRUCTORS, LLC**

I, Mario Cappella, Vice President and Secretary of JHL Constructors, LLC, a Limited Liability Company organized and existing under the laws of the State of Colorado ("Company"), do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Managers of the Company held and convened on January 2, 2024, at which meeting a duly constituted quorum of the Board of Managers was present and acting throughout, and that such resolution has not been modified, rescinded, or revoked and is present in full force and effect:

**RESOLVED:** That each member of the Board of Managers, is empowered and authorized to execute and deliver in the name of and on behalf of the Company. The foregoing signing authority granted shall include the execution of contracts, bonds, and other instruments entered into by the Company as required for the Company's work procurement and contracting activities.

I further certify that JHL Constructors, LLC is duly organized and existing, and has the power to take the action called for by the foregoing resolution.

**BOARD OF MANAGERS:**

 01/02/2024  
Ben Stellor – President & Chief Executive Officer Date

 01/02/2024  
Jeff Johnson – Vice President, Asst. Secretary Date

 01/02/2024  
Robert Wahl – Vice President, Asst. Secretary Date

 01/02/2024  
Mario Cappella – Vice President, Secretary Date

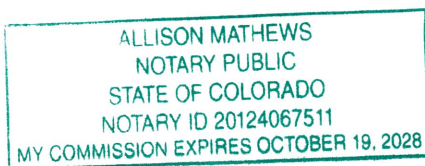
IN WITNESS HEREOF, the undersigned has affixed his signature and the seal of the Company this 2<sup>nd</sup> day of January 2024.



 01/02/2024  
Mario Cappella – Vice President & Secretary Date

State of: Colorado  
County of: Arapahoe

Personally appeared before me this 2<sup>nd</sup> day of January 2024, Mario Cappella, Vice President and Secretary of JHL Constructors, LLC, and made oath that the above is a true and correct copy from the records of JHL Constructors, LLC.



  
Notary Public  
10/19/2028  
My Commission Expires

**BIDDER IS TO SUBMIT THE FOLLOWING INFORMATION WITH ITS BID TO DEMONSTRATE BIDDER'S QUALIFICATIONS TO PERFORM THE WORK****A. Written evidence establishing its qualifications such as previous experience, and present commitments.**

Previous experience is outlined in Schedule B - Previous Experience. Present commitments are included below.

**CURRENT PROJECTS**

Project	Owner / Owner's Rep.	Architect / Engineer	Completion
<b>Barton Porter Dam Rehabilitation</b> New Castle, Colorado \$1.5M	<b>Drummond Lindsey Republic Ranches</b> Drummond Lindsey 970.227.4222	<b>AECOM</b> Stephanie Murray 720.690.9147	<b>April 2026</b> 40%
<b>Uplands Site Development</b> Westminster, Colorado \$21M	<b>Peak Development</b> Chad Ellington 303.503.1016	<b>HR Green</b> Ryan Littleton 303.941.8913	<b>April 2026</b> 90%
<b>Mile High Flood District - Harvard Gulch</b> Denver, Colorado \$1M	<b>City of Aurora</b> Derek Clark 303.901.4329	<b>Michael Baker International</b> Russell Anderson 720.514.1100	<b>May 2026</b> 5%
<b>RMRP Phase II Rail Loop</b> Watkins, Colorado \$12M	<b>Rocky Mountain Rail Park Metropolitan District C/O Spencer Fane, LLP</b> Brian Fallin 303.872.3450	<b>Kimley-Horn &amp; Associates, Inc.</b> Kyle Watson 303.228.2300	<b>May 2026</b> 80%
<b>Rocky Mountain Rail Park</b> Watkins, Colorado \$88M	<b>Rocky Mountain Rail Park Metropolitan District C/O Spencer Fane, LLP</b> Brian Fallin 303.872.3450	<b>Kimley-Horn &amp; Associates, Inc.</b> Kyle Watson 303.228.2300	<b>May 2026</b> 85%
<b>CCV Mining ECOSA Pumpback</b> Cripple Creek, Colorado \$4M	<b>SSR Mining</b> Katie Blake 719.237.3442	<b>HDR</b> Tim Gose 765.979.0392	<b>June 2026</b> 20%
<b>CCSD Revere Warehouse</b> Centennial, Colorado \$30M	<b>CBRE</b> Mykal Hudson 303.229.1256	<b>DLH Architecture</b> Dave Hieronymus 303.688.5273	<b>July 2026</b> 50%
<b>Westminster Lowell &amp; 88th Utilities</b> Westminster, Colorado \$7M	<b>Westminster Neighborhood Mixed Use</b> Chad Ellington 303.503.1016	<b>HR Green Development</b> Kyle Hoffmeister 720.660.4999	<b>July 2026</b> 70%
<b>Leadville Parkville East 6th Waterline</b> Leadville, Colorado \$2M	<b>Leadville Sanitation District</b> Kenneth Berger 719.486.2993	<b>JVA</b> Janet Hausmann 303.565.4888	<b>August 2026</b> 20%
<b>96th Avenue Widening</b> Commerce City, Colorado \$27.9M	<b>Commerce City</b> John Hubeny 720.967.7418	<b>Huitt-Zollars</b> Wendy Amann 303.740.7325	<b>August 2026</b> 50%
<b>Quincy Pump Station</b> Aurora, Colorado \$10M	<b>City of Aurora</b> Clinton Weisz 720.859.4337	<b>Black &amp; Veatch</b> Brian Jesse 720.834.4416	<b>August 2026</b> 40%
<b>Salisbury Regional Park Phase I</b> Parker, Colorado \$25M	<b>Town of Parker</b> Brett Collins 303.805.3276	<b>Hord Coplan Macht</b> Robyn Bartling 303.222.0234	<b>August 2026</b> 40%
<b>East Troublesome Fire Reclamation</b> Grand Lake, Colorado \$4M	<b>Northern Water</b> Sean Henry 970.622.2284	<b>Matrix Design Group</b> Drew Beck 303.803.7308	<b>September 2028</b> 25%
<b>CPMD Water Treatment Plant 2 Expansion</b> Castle Rock, Colorado \$16M	<b>Castle Pines Metropolitan District (CPMD)</b> Evan Person 303.688.8330	<b>Kimley-Horn &amp; Associates, Inc.</b> Andrew Dixon 303.228.2300	<b>November 2026</b> 50%

**CURRENT PROJECTS**

Project	Owner / Owner's Rep.	Architect / Engineer	Completion
<b>County Line Road Widening</b> Littleton, Colorado \$28M	<b>Douglas County Department of Public Works Engineering</b> Ben Pierce 720.672.6245	<b>Felsburg Holt &amp; Ullevig</b> Patrick Stein 303.877.7687	<b>September 2027</b> 20%
<b>CCV Mining VLF 2 Expansion</b> Cripple Creek, Colorado \$22M	<b>SSR Mining</b> Evan Fonger 719.851.4284	<b>NewFields</b> Jay Janney-Moore 720.508.3300	<b>July 2027</b> 45%

**B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.**

JHL Constructors is legally qualified to do business in the State of Colorado with a Reciprocal License. Additional licenses will be obtained prior to the effective date of contract.

**C. Bidder's State (or other) contractor license number, if applicable.**

Not applicable.

**D. Subcontractor and Supplier qualification information.**

Please review subcontractor and supplier qualification information on the following page.

**E. Other requested information regarding qualifications.**

Please review other required information on the following pages for the Qualifications Statement.

### D. Subcontractor and Supplier qualification information.

JHL requested in Addendum 2 Q-024 clarification for the subcontractor and supplier qualification information. The response did not include this clarification. Below is a list of our anticipated subcontractors and suppliers known at bid time. JHL can provide additional information upon request and with clarification from the owner.

11.02 The apparent Successful Bidder, and any other Bidder so requested by Owner or Engineer, must submit to Owner (with a copy to Engineer) a list of the Subcontractors and Suppliers proposed for the following portions of the Work within five days after the bid opening:

- A. Electrical.
- B. Systems Supplier (typically a sub to Electrical Contractor).
- C. HVAC.
- D. Plumbing.

### **SUBCONTRACTORS**

- Electrical- Grasmick
- Systems Supplier- Browns Hill
- HVAC- Kuck Mechanical
- Plumbing- JDL Custom Plumbing

**ARTICLE 1 - GENERAL INFORMATION**

**1.01. PROVIDE CONTACT INFORMATION FOR THE BUSINESS:**

Legal Name of Business:	JHL Constructors, LLC		
Corporate Office			
Name:	Ben Stellor	Phone number:	303.741.6116
Title:	President & CEO	Email address:	bstellor@jhlconstructors.com
Business address of corporate office:	9100 E. Panorama Drive, Suite 300 Englewood, CO 80112		
Local Office			
Name:	Ben Stellor	Phone number:	303.741.6116
Title:	President & CEO	Email address:	bstellor@jhlconstructors.com
Business address of local office:	9100 E. Panorama Drive, Suite 300 Englewood, CO 80112		

**1.02. PROVIDE INFORMATION ON THE BUSINESS'S ORGANIZATIONAL STRUCTURE:**

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies		
	1. N/A		
	2. N/A		
	3. N/A		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	1984	State in which Business was formed:	CO
Is this business authorized to operate in the Project location:		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

**1.03. IDENTIFY ALL BUSINESSES THAT OWN BUSINESS IN WHOLE OR IN PART (25% OR GREATER), OR THAT ARE WHOLLY OR PARTLY (25% OR GREATER) OWNED BY BUSINESS:**

Name of business:	N/A	Affiliation:	N/A
Address:	N/A		

**1.04. PROVIDE INFORMATION REGARDING THE BUSINESS'S OFFICERS, PARTNERS, AND LIMITS OF AUTHORITY.**

Name:	Ben Stellor	Title:	President & CEO
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ unlimited
Name:	Robert Wahl	Title:	Vice President
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ unlimited
Name:	Jeff Johnson	Title:	Vice President
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ unlimited
Name:	Mario Cappella	Title:	Vice President
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ unlimited

**ARTICLE 2 - LICENSING**

**2.01. PROVIDE INFORMATION REGARDING LICENSURE FOR BUSINESS:**

Name of License:	Reciprocal License		
Licensing Agency:	State of Colorado		
License No:	NA	Expiration Date:	NA

JHL holds more licenses within the State of Colorado. We can provide a complete list upon request.

**ARTICLE 3 - SAFETY**

**3.01. PROVIDE INFORMATION REGARDING BUSINESS'S SAFETY ORGANIZATION AND SAFETY PERFORMANCE:**

Name of Business's Safety Officer:	Heather Gutierrez	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
CSP (Certified Safety Professional)	CSP (Certified Safety Professional)	10/31/2027
ASP (Associated Safety Professional)	BCSP	8/16/2027
OHST (Occupational Hygiene & Safety Technician)	BCSP	5/24/2027
CHST (Construction Health & Safety Technician)	BCSP	5/5/2027
STSC (Safety Trained Supervisor Constructions)	BCSP	6/13/2027
STS (Safety Trained Supervisor)	BCSP	6/14/2027
OSHA Authorized Trainer – Construction	OSHA	5/26/2027
OSHA Authorized Trainer – General Industry	OSHA	11/3/2025
Safety & Health Specialist – Construction	RMEC-OTI	NA
Safety & Health Specialist – General Industry	RMEC-OTI	NA
Risk Management Application & Integration	US Air Force Safety Center	NA

Heather holds numerous certifications, a full list can be provided upon request.

**3.02. PROVIDE WORKER'S COMPENSATION INSURANCE EXPERIENCE MODIFICATION RATE (EMR), TOTAL RECORDABLE FREQUENCY RATE (TRFR) FOR INCIDENTS, AND TOTAL NUMBER OF RECORDED MANHOURS (MH) FOR THE LAST 3 YEARS AND THE EMR, TRFR, AND MH HISTORY FOR THE LAST 3 YEARS OF ANY PROPOSED SUBCONTRACTOR(S) THAT WILL PROVIDE WORK VALUED AT 10% OR MORE OF THE CONTRACT PRICE. PROVIDE DOCUMENTATION OF THE EMR HISTORY FOR BUSINESS AND SUBCONTRACTOR(S):**

Company	2025			2024			2023		
	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
JHL Constructors	0.83	1.52	923,594	0.85	2.78	648,249	0.87	0.32	632,162

**ARTICLE 4 - FINANCIAL INFORMATION**

**4.01. PROVIDE INFORMATION REGARDING THE BUSINESS'S FINANCIAL STABILITY. PROVIDE THE MOST RECENT AUDITED FINANCIAL STATEMENT, AND IF SUCH AUDITED FINANCIAL STATEMENT IS NOT CURRENT, ALSO PROVIDE THE MOST CURRENT FINANCIAL STATEMENT.**

Financial Institution	UMB Bank		
Business Address	1670 Broadway Denver, CO 80202-9978		
Date of Business's most recent financial statement	December 31, 2024	<input checked="" type="checkbox"/> Attached	
Date of Business's most recent audited financial statement	December 31, 2024	<input checked="" type="checkbox"/> Attached	
Financial indicators from the most recent financial statement			
Contractor's Current Ratio (Current Assets / Current Liabilities)	See Attached		
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Recievable + Short Term Investments) / Current Liabilities)	See Attached		

**ARTICLE 5 - SURETY INFORMATION**

**5.01. PROVIDE INFORMATION REGARDING THE SURETY COMPANY THAT WILL ISSUE REQUIRED BONDS ON BEHALF OF THE BUSINESS, INCLUDING BUT NOT LIMITED TO PERFORMANCE AND PAYMENT BONDS:**

Surety Name:	Western Surety Company (Bonding Company), IMA, Inc. (Agent)		
Surety is a corporation organized and existing under the laws of the state of:			CO
Is surety authorized to provide surety bonds in the project location?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business)	1705 17th Street, Denver, CO 80202		
Physical Address (principal place of business)	1705 17th Street, Denver, CO 80202		
Phone (main):	303.534.4567	Phone (claims):	303.534.4567

**ARTICLE 6 - INSURANCE**

**6.01. PROVIDE INFORMATION REGARDING BUSINESS'S INSURANCE COMPANY(S), INCLUDING BUT NOT LIMITED TO ITS COMMERCIAL GENERAL LIABILITY CARRIER. PROVIDE INFORMATION FOR EACH PROVIDER:**

Name of insurance provider, and type of policy (CLE, auto, etc.):		IMA, Inc. - Colorado	
Insurance Provider	Type of Policy (Coverage Provided)		
The Travelers Idemnity Company	Automobile Liability		
The Travelers Idemnity Company of America	Commercial General Liability		
Travelers Property Casualty Company of America	Umbrella Liability / Excess Liability / Leases & Rented Equip		
*Pinnacol Assurance	Workers Compensation / Employers' Liability		
Are providers licensed or authorized to issue policies in the Project location?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does Provider have an A.M. Best Rating of A-VII or Better			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Mailing Address (principal place of business)		1705 17th Street, Denver, CO 80202	
Physical Address (principal place of business)		Same as above	
Phone (main):	303.534.4567	Phone (claims):	303.534.4567


**ARTICLE 7 - REQUIRED ATTACHMENTS**

**7.01. PROVIDE THE FOLLOWING INFORMATION WITH THE STATEMENT OF QUALIFICATIONS:**


**A. SCHEDULE B (PREVIOUS EXPERIENCE WITH SIMILAR PROJECTS) AS REQUIRED BY PARAGRAPH 8.04.**

**B. SCHEDULE C (KEY INDIVIDUALS) AND RESUMES FOR THE KEY INDIVIDUALS LISTED, AS REQUIRED BY PARAGRAPH 8.05.**

This Statement of Qualifications is offered by:

Business: JHL Constructors  
 By:   
 Name: Robert Wahl  
 Title: Vice President  
 Date: April 3, 2026

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:   
 Name: Mario Cappella  
 Title: Vice President

Address for giving notices: 9100 E. Panorama Drive, Suite 300 Centennial, CO 80112

Designated Representative:

Name: Robert Wahl  
 Title: Vice President  
 Address: 9100 E. Panorama Drive, Suite 300 Centennial, CO 80112  
 Phone: 303.518.1974  
 Email: rwahl@jhlconstructors.com

**SCHEDULE B - PREVIOUS EXPERIENCE WITH SIMILAR PROJECTS**

<b>Name of Organization:</b> JHL Constructors	
<b>Project Owner:</b>	Rocky Mountain Industrials
<b>Project Name:</b>	Rocky Mountain Rail Park Water Treatment Plant
<b>General Description of Project:</b>	This project involved new construction of well head stations, VFD's, and water treatment facility that included: earthwork, treatment piping, supply pumping, water treatment mechanical and electrical equipment, prefabricated metal building, 500k gallon bolted steel water tank and roughly 2 miles of collection and distribution piping. This system is sized to fully support the entire industrial development of 560 acres, providing drinking water and fire suppression storage and pumping capabilities. Additionally, prior to the construction of the permanent facility, a temporary water treatment and pump facility was permitted and constructed within 3 months to meet the needs of the client.
<b>Project Cost:</b>	\$4.7M
<b>Date Project:</b>	Completed December 2022
<b>Key Project Personnel</b>	<b>Project Manager</b>
<b>Name</b>	Garrett Hyde
<b>Project Superintendent</b>	Mike Gutierrez
<b>Safety Manager</b>	Heather Gutierrez
<b>Quality Control Manager</b>	Bill Rider
<b>Reference Contact Information (listing names indicates approval to contacting the name individuals as a reference)</b>	
	<b>Name</b>
	<b>Title/Position</b>
	<b>Organization</b>
	<b>Telephone</b>
	<b>Email</b>
<b>Owner</b>	Brian Fallin Chief Executive Officer Rocky Mountain Industrials 303.872.3450 bfallin@rockymountainindustrials.com
<b>Designer</b>	Patrick Chelin Vice President Matrix Design Group, Inc. 303.250.3737 patrick_chelin@matrixdesigngroup.com
<b>Construction Manager</b>	N/A N/A N/A N/A N/A



**SCHEDULE B - PREVIOUS EXPERIENCE WITH SIMILAR PROJECTS**

<b>Name of Organization:</b> JHL Constructors		<b>Project Owner:</b> Castle Pines Metropolitan District (CPMD)		<b>Project Name:</b> Castle Pines Water Treatment Plant 2 Expansion	
<b>General Description of Project:</b>		Expansion of the CPMD WTP2 to increase capacity from 3 MGD to 7 MGD. Work to include relocation of existing water, sanitary, storm, raw water lines; installation of new finished water lines and tank bypass line; construction of new concrete clear well and reclaim basins; installation and assembly of two (2) 2 MGD Trident package treatment units; installation of chemical feed systems, air scour blowers, backwash pumps, reclaim pumps, sludge pumps with trac vac systems; process piping and piping modifications to the existing plant; upgrades/rehab to the existing adsorption clarifiers and filter units; process control systems and SCADA integration.			
<b>Project Cost:</b> \$16M		<b>Date Project:</b>		Anticipated completion November 2026	
<b>Key Project Personnel</b>		<b>Project Manager</b>		<b>Project Superintendent</b>	
<b>Name</b>		Tom Marshall		Josh Hieb	
				Heather Gutierrez	
				Bill Rider	
<b>Reference Contact Information (listing names indicates approval to contacting the name individuals as a reference)</b>					
	<b>Name</b>	<b>Title/Position</b>	<b>Organization</b>	<b>Telephone</b>	<b>Email</b>
<b>Owner</b>	Evan Person	Capital Program Manager	CPMD	970.456.9334	eperson@castlepinesmetro.com
<b>Designer</b>	Andrew Dixon	Project Manager	Kimley-Horn	512.779.5098	andrew.dixon@kimley-horn.com
<b>Construction Manager</b>	N/A	N/A	N/A	N/A	N/A



**SCHEDULE B - PREVIOUS EXPERIENCE WITH SIMILAR PROJECTS**

<b>Name of Organization:</b> JHL Constructors					
<b>Project Owner:</b>	City of Aurora	<b>Project Name:</b>	Griswold WTP Raw Water Structure Improvements - Phase 2		
<b>General Description of Project:</b>	This project consisted of a replacement Bypass, Pre-Treatment and Raw Water Mix Facility. A new 8,000 square foot cast-in-place concrete structure was required for the relocated the 42" Rampart and 60" Quincy raw water concrete lined Steel Yard Piping into this new Facility. The new facility was built with-in a operational water treatment campus with extensive existing in ground infrastructure. The building was built next to an active 72" steel water line the required a temporary 30' tall earth shoring system with stringent shoring movement performance guidelines. The interior of the facility includes manual and electrical actuators, ball valves, check valves, pressure reducing and pressure relieve valves, reject water returns, instrumentation, PLC, magnetic flow meters, chemical injections points, sampling room and other support devises. In all, the new facility accommodates concurrent valve operation to cover a flow range between 0 and 80 million gallons of water per day. Inside the existing Griswold facility, JHL had to remove and replace the existing 42-inch steel pipe entry supply lines and control devises.				
<b>Project Cost:</b>	\$11.5M	<b>Date Project:</b>	Completed May 2021		
<b>Key Project Personnel</b>	<b>Project Manager</b>	<b>Project Superintendent</b>	<b>Safety Manager</b>	<b>Quality Control Manager</b>	
<b>Name</b>	Garrett Hyde	Dylan Tomlinson	Heather Gutierrez	Curren Vite	
<b>Reference Contact Information (listing names indicates approval to contacting the name individuals as a reference)</b>					
	<b>Name</b>	<b>Title/Position</b>	<b>Organization</b>	<b>Telephone</b>	<b>Email</b>
<b>Owner</b>	Clinton Weisz	Water Capital Projects Manager	City of Aurora	303.478.4610	cweisz@auroragov.org
<b>Designer</b>	Nathan Evenson	Construction Manager	Carollo Engineers	303.246.6868	nevenson@carollo.com
<b>Construction Manager</b>	N/A	N/A	N/A	N/A	N/A



**SCHEDULE B - PREVIOUS EXPERIENCE WITH SIMILAR PROJECTS**

<b>Name of Organization:</b> JHL Constructors	
<b>Project Owner:</b>	Town of Buena Vista
<b>Project Name:</b>	Buena Vista Infiltration Gallery Expansion
<b>General Description of Project:</b>	The project included the construction of a new raw water infiltration gallery transmission line, along with the installation of essential equipment to enhance water transfer and monitoring capabilities. Including two infiltration gallery raw water transfer pumps, a reliable generator, and all associated process monitoring instrumentation and equipment. Additionally, the project encompasses the installation of necessary process valves and piping, the construction of valve vaults for housing critical valve assemblies, and the development of an access drive to facilitate maintenance and operational accessibility. A significant aspect of the project is the installation of the new pipe, which stretches across Cottonwood Creek. To achieve this, a complex creek diversion was required, demanding extensive planning and coordination. The creek diversion was a major endeavor, necessitating meticulous preparation and collaboration to secure an Army Core 404 permit, ensuring compliance with environmental regulations and standards. The project's successful execution hinged on addressing these challenges, integrating the new equipment seamlessly with the existing infrastructure, and ensuring minimal environmental impact while enhancing the efficiency and reliability of the water supply system.
<b>Project Cost:</b>	\$1.6M
<b>Date Project:</b>	Completed July 2024
<b>Key Project Personnel</b>	<b>Project Manager</b>
<b>Name</b>	Erin Ray
<b>Project Superintendent</b>	Lupe Felix
<b>Safety Manager</b>	Heather Gutierrez
<b>Quality Control Manager</b>	Bill Rider
<b>Reference Contact Information (listing names indicates approval to contacting the name individuals as a reference)</b>	
	<b>Name</b>
	<b>Title/Position</b>
	<b>Organization</b>
	<b>Telephone</b>
	<b>Email</b>
<b>Owner</b>	Shawn Williams Public Works Director Town of Buena Vista 719.581.1049 bvpwdir@buenavistaco.gov
<b>Designer</b>	Leah Opitz Engineer JVA, Inc 303.444.1951 loptiz@jvajva.com
<b>Construction Manager</b>	Leah Opitz Engineer JVA, Inc 303.444.1951 loptiz@jvajva.com



**SCHEDULE C - KEY INDIVIDUALS**

<b>Project Manager</b>			
<b>Name of Individual</b>		Tom Marshall	
<b>Years of experience as project manager</b>		16 years	
<b>Years of experience with this organization</b>		3 years	
<b>Number of similar projects as project manager</b>		5+ projects	
<b>Number of similar projects in other positions</b>		10+ projects	
<b>Current Project Assignments</b>			
<b>Name of Assignment</b>		<b>Percent of time used for this project</b>	<b>Estimated project completion date</b>
Castle Pines WTP2 Expansion		80%	September 2026
Quincy Pump Station Improvements		20%	December 2026
<b>Reference Contact Information (listing names indicates approval to contact named individuals as a reference)</b>			
<b>Name</b>	Evan Person	<b>Name</b>	Orrin Fryer
<b>Title/Position</b>	Capital Program Manager	<b>Title/Position</b>	Project Manager
<b>Organization</b>	Castle Pines Metropolitan District	<b>Organization</b>	Colorado Department of Corrections
<b>Telephone</b>	303.688.8330	<b>Telephone</b>	719.579.9580
<b>Email</b>	eperson@castlepinesmetro.com	<b>Email</b>	orin.fryer@state.co.us
<b>Project</b>	Castle Pines WTP2 Expansion	<b>Project</b>	SCF Steam Condensate Line Replacement
<b>Candidate's role on project</b>	Project Manager	<b>Candidate's role on project</b>	Project Manager

<b>Superintendent</b>			
<b>Name of Individual</b>		Dylan Tomlinson	
<b>Years of experience as superintendent</b>		11 years	
<b>Years of experience with this organization</b>		5 years	
<b>Number of similar projects as superintendent</b>		3+ projects	
<b>Number of similar projects in other positions</b>		0 projects	
<b>Current Project Assignments</b>			
<b>Name of Assignment</b>		<b>Percent of time used for this project</b>	<b>Estimated project completion date</b>
Castle Pines WTP2 Expansion		25%	October 2026
<b>Reference Contact Information (listing names indicates approval to contact named individuals as a reference)</b>			
<b>Name</b>	Nathan Evenson	<b>Name</b>	Ray Serrano
<b>Title/Position</b>	Construction Manager	<b>Title/Position</b>	Supervisor of Construction Inspection
<b>Organization</b>	Carollo Engineers	<b>Organization</b>	City of Aurora
<b>Telephone</b>	303.246.6868	<b>Telephone</b>	720.296.1005
<b>Email</b>	nevenson@carollo.com	<b>Email</b>	rserrano@auroragov.org
<b>Project</b>	Griswold Water Treatment Flow Control Building	<b>Project</b>	Prairie Waters Pipeline
<b>Candidate's role on project</b>	Process Pipe Superintendent	<b>Candidate's role on project</b>	Superintendent

**SCHEDULE C - KEY INDIVIDUALS**

<b>Safety Manager</b>			
<b>Name of Individual</b>		Heather Gutierrez	
<b>Years of experience as superintendent</b>		19 years	
<b>Years of experience with this organization</b>		6 years	
<b>Number of similar projects as safety manager</b>		5+ projects	
<b>Number of similar projects in other positions</b>		0 projects	
<b>Current Project Assignments</b>			
<b>Name of Assignment</b>		<b>Percent of time used for this project</b>	<b>Estimated project completion date</b>
Miscellaneous Projects As Assigned			
<b>Reference Contact Information (listing names indicates approval to contact named individuals as a reference)</b>			
<b>Name</b>	Dale Robinson	<b>Name</b>	Chris Toomey
<b>Title/Position</b>	Business Development and Outreach Manager	<b>Title/Position</b>	Sr. Risk Control Consultant
<b>Organization</b>	CEF CO OSHA Training Institute Center	<b>Organization</b>	Travelers Insurance
<b>Telephone</b>	720.301.4999	<b>Telephone</b>	412.699.7969
<b>Email</b>	dale.robinson@hrsafety.com	<b>Email</b>	CJTOOMEY@travelers.com
<b>Project</b>	N/A	<b>Project</b>	N/A
<b>Candidate's role on project</b>	Director of Safety	<b>Candidate's role on project</b>	Director of Safety

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,

JHL Constructors LLC

is a

Limited Liability Company

formed or registered on 02/17/2022 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 20221164029 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/02/2026 that have been posted, and by documents delivered to this office electronically through 01/07/2026 @ 12:06:14 .

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 01/07/2026 @ 12:06:14 in accordance with applicable law. This certificate is assigned Confirmation Number 18055089 .



A handwritten signature in blue ink that reads "Jena Griswold".

Secretary of State of the State of Colorado

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

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

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JHL Enterprises, Inc. d/b/a JHL Constructors, Inc.,  
JHL Constructors LLC, and High Plains InvestCo,  
LLC

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**Combined Financial Report**  
**December 31, 2024**

## Independent Auditor's Report

To the Board of Directors and Stockholders  
JHL Enterprises, Inc. d/b/a JHL Constructors, Inc.,  
JHL Constructors LLC, and High Plains InvestCo, LLC

### **Opinion**

We have audited the accompanying combined financial statements of JHL Enterprises, Inc. d/b/a JHL Constructors, Inc. and its subsidiary; JHL Constructors LLC; and High Plains InvestCo, LLC (the "Company"), which comprise the combined balance sheet as of December 31, 2024 and 2023 and the related combined statements of income and comprehensive income, stockholders' and members' equity, and cash flows for the years then ended, and the related notes to the combined financial statements.

In our opinion, the accompanying combined financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023 and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

### **Basis for Opinion**

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audits of the Combined Financial Statements* section of our report. We are required to be independent of the Company and to meet our ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Responsibilities of Management for the Combined Financial Statements**

Management is responsible for the preparation and fair presentation of the combined financial statements in accordance with accounting principles generally accepted in the United States of America and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of combined financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the combined financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the combined financial statements are issued or available to be issued.

### **Auditor's Responsibilities for the Audits of the Combined Financial Statements**

Our objectives are to obtain reasonable assurance about whether the combined financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that audits conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the combined financial statements.

To the Board of Directors and Stockholders  
JHL Enterprises, Inc. d/b/a JHL Constructors, Inc.,  
JHL Constructors LLC, and High Plains InvestCo, LLC

In performing audits in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audits.
- Identify and assess the risks of material misstatement of the combined financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the combined financial statements.
- Obtain an understanding of internal control relevant to the audits in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the combined financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audits, significant audit findings, and certain internal control-related matters that we identified during the audits.

*Plante & Moran, PLLC*

March 24, 2025

**JHL Enterprises, Inc. d/b/a JHL Constructors, Inc., JHL Constructors LLC,  
and High Plains InvestCo, LLC**

**Combined Balance Sheet**

**December 31, 2024 and 2023**

	2024	2023
<b>Assets</b>		
<b>Current Assets</b>		
Cash and cash equivalents	\$ 31,245,043	\$ 40,627,370
Investments	6,142,873	9,455,895
Contracts receivable	44,439,784	38,149,451
Contract assets	14,120,503	22,648,652
Due from stockholders, members, and affiliated entities	513,071	33,144
Prepaid expenses and other current assets	634,632	1,621,676
Total current assets	97,095,906	112,536,188
<b>Property and Equipment - Net</b>	8,261,027	8,652,676
<b>Right-of-use Operating Lease Assets - Net</b>	2,207,070	666,229
<b>Other Assets</b>	182,442	182,442
<b>Due from Stockholders, Members, and Affiliated Entities - Net of current portion</b>	3,388,822	3,420,082
Total assets	<u>\$ 111,135,267</u>	<u>\$ 125,457,617</u>
<b>Liabilities and Stockholders' and Members' Equity</b>		
<b>Current Liabilities</b>		
Accounts payable:		
Trade accounts payable	\$ 49,650,740	\$ 59,782,331
Retentions payable	6,638,302	14,209,699
Current portion of long-term debt	629,068	290,742
Current portion of operating lease obligation	131,154	615,479
Current portion of finance lease obligation	872,523	723,217
Contract liabilities	6,967,634	13,032,489
Accrued liabilities	5,085,411	5,693,523
Total current liabilities	69,974,832	94,347,480
<b>Operating Lease Obligation - Net of current portion</b>	2,119,514	207,841
<b>Finance Lease Obligation - Net of current portion</b>	1,497,036	1,370,015
<b>Long-term Debt - Net of current portion</b>	993,491	660,778
Total liabilities	74,584,873	96,586,114
<b>Stockholders' and Members' Equity</b>	36,550,394	28,871,503
Total liabilities and stockholders' and members' equity	<u>\$ 111,135,267</u>	<u>\$ 125,457,617</u>

# BID FORM

FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

## ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: Rob Gutierrez, Town Manager, Town of Minturn, 301 Boulder St, #309, Minturn, CO 81645
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
  - D. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - E. Required Bidder Qualification Statement with supporting data
  - F. .

## ARTICLE 3—BASIS OF BID—LUMP SUM BID

- 3.01 *Lump Sum Bids*
- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s):
    - 1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price	\$ 12,418,000
Purchase of MEMCOR system as defined by the contract documents and inclusive of performance and payment bond.	\$1,255,335
Total Bid Price (Sum of two lines above)	\$ 13,673,335

**ARTICLE 4—TIME OF COMPLETION**

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated and special damages.

**ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

- 5.01 *Bid Acceptance Period*
  - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 *Instructions to Bidders*
  - A. Bidder accepts terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 *Receipt of Addenda*
  - A. Bidder hereby acknowledges receipt of the following Addenda:

<b>Addendum Number</b>	<b>Addendum Date</b>
1	February 27, 2026
2	March 6, 2026
3	March 20, 2026
4	March 27, 2026
5	April 1, 2026

**ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

- 6.01 *Bidder’s Representations*
  - A. In submitting this Bid, Bidder represents the following:
    - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
    - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
    - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
    - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
    - 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in

the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 *Bidder's Certifications*

##### A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

RN Civil Construction

By: Daniel P. Niehus (typed or printed name of organization)

Name: Daniel P. Niehus (individual's signature)

Title: Owner/Managing Partner (typed or printed)

Date: April 3, 2026 (typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: Annemarie Beck (individual's signature)

Name: Annemarie Beck (typed or printed)

Title: Asst. Secretary (typed or printed)

Date: April 3, 2026 (typed or printed)

Bidder's Address for giving notices:

6025 S. Quebec St., Ste 250  
Centennial, CO 80111

Bidder's Contact Person:

Name: Daniel P. Niehus (typed or printed)

Title: Owner/Managing Partner (typed or printed)

Phone: 303-482-3059

Email: dniehus@rncivilconstruction.com

Address: 6025 S. Quebec St., Ste 250  
Centennial, CO 80111

Bidder's Contractor License No.: (if applicable) RN Civil Construction will obtain any and all licenses as required by the project.

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

RN Civil Construction, LLC

6025 S. Quebec Street, Ste. 250

Centennial, CO 80111

### OWNER:

(Name, legal status and address)

Town of Minturn

302 Pine Street

Minturn, CO 81645

### SURETY:

(Name, legal status and principal place of business)

Western Surety Company

151 N. Franklin Street

Chicago, IL 60606

### Mailing Address for Notices

151 N. Franklin Street

Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** \$ Five Percent (5%) of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

Minturn Water Treatment Plant Minturn, CO

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of April, 2026

  
\_\_\_\_\_  
(Witness) Annemarie Beck

  
\_\_\_\_\_  
(Witness) V. Rini, Surety Witness

RN Civil Construction, LLC

(Principal)

(Seal)

By:

(Title)

Daniel P. Niehus

Owner/Managing Partner

Western Surety Company

(Surety)

(Seal)

By:

(Title)

Jessica Jean Rini

Attorney-in-Fact

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Mona D Weaver, Kristen L Mc Cormick, Anuj Jain, Sheila J Montoya, Natalie K Trimoff, Jessica Jean Rini, Megan A Brown, Shanna Walker, Individually**

of Greenwood Village, CO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of February, 2026.



WESTERN SURETY COMPANY

*Larry Kasten*

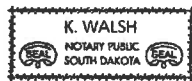
Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 26th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031



*K. Walsh*

K. Walsh, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of April, 2026



WESTERN SURETY COMPANY

*Paula Kolsrud*

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

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,

RN CIVIL CONSTRUCTION, LLC

is a

Limited Liability Company

formed or registered on 06/11/2002 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 20021158269 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/31/2026 that have been posted, and by documents delivered to this office electronically through 04/01/2026 @ 14:09:59 .

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 04/01/2026 @ 14:09:59 in accordance with applicable law. This certificate is assigned Confirmation Number 18390773 .



A handwritten signature in blue ink that reads "Jena Griswold".

Secretary of State of the State of Colorado

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

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

**OPERATING AGREEMENT OF  
RN CIVIL CONSTRUCTION, LLC  
a Colorado limited liability company**

THIS OPERATING AGREEMENT is entered into effective as of May~~25~~, 2002, by Daniel P. Niehus and David B. Reynolds, who are referred to as "Members." The Members agrees that RN CIVIL CONSTRUCTION, LLC will be operated as follows:

**ARTICLE I  
The Limited Liability Company**

- 1.1 **Formation.** The Members hereby form a limited liability company upon the terms and conditions provided in this Agreement, subject to the provisions of the Colorado Limited Liability Company Act (the "Act"). The limited liability company shall be RN Civil Construction, LLC (the "Company").
- 1.2 **Articles of Organization.** The Members shall cause articles of organization that comply with the requirements of the Act to be properly filed with the Colorado Secretary of State.
- 1.3 **Business.** The business of the Company shall be to accomplish any lawful business or activity whatsoever, including without limitation, to own, develop, operate, maintain, manage, lease, finance, refinance, sell, exchange or otherwise dispose of and deal with its assets, including but not limited to real estate, limited liability companies, partnership and joint venture interests, and debt interests.
- 1.4 **Principal Place of Business.** The principal place of business of the Company shall be 6507 South Dexter Street, Littleton, Colorado 80121. The Company may locate its place of business and registered office at any other place or places as the Managers may from time to time deem advisable. The Managers shall notify the Member(s) of the location of such place of business.
- 1.5 **Registered Office and Registered Agent.** The Company's registered office shall be at the office of its registered agent at 6507 South Dexter Street, Littleton, Colorado 80121, and the name of its registered agents at such address shall be Daniel P. Niehus and David B. Reynolds.

**ARTICLE II  
Definitions**

- 2.1 **Code.** "Code" shall mean the Internal Revenue Code of 1986, as amended, or any successor statute.
- 2.2 **Managers(s).** "Managers(s)" shall mean initially Daniel P. Niehus and David B. Reynolds, and any successor or additional person or entity elected in accordance with the provisions of Article X to manage the Company.



IN WITNESS WHEREOF; the Members hereby execute this Agreement effective as of the date first set forth above.

**Members:**

By:   
Daniel P. Niehus

By:   
David B. Reynolds



# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type. See Specific Instructions on page 3.</b>	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <b>RN Civil Construction, LLC</b>	
	<b>2</b> Business name/disregarded entity name, if different from above. <b>RN Civil Construction, LLC</b>	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>S</b> <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions. <b>6025 S Quebec Street Ste 250</b>	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>
	<b>6</b> City, state, and ZIP code <b>Centennial, CO 80111</b>	<b>Requester's name and address (optional)</b>
	<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>	
<b>or</b>	
<b>Employer identification number</b>	
3	8
-	3
6	5
7	3
1	8

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date <b>04/03/2026</b>
------------------	--------------------------	------------------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

## BUSINESS LICENSE

The State of Colorado does not license General Contractors in the business of Water and Wastewater Treatment Plant Construction. We regularly obtain any contractor license required by the local municipality for whom we perform work.

## LIST OF PROPOSED SUBCONTRACTORS

Item No.	Name of Subcontractor	Portion / Type of Work
1.	Colorado Block Pros	Masonry
2.	Forge Masonry	Masonry
3.	Barnes	Masonry
4.	C Morgen	Masonry
5.		
6.	OH Door Company	Coiling Doors
7.	Raynor	Coiling Doors
8.		
9.	Bighorn Industrial	Coating
10.	Cablaco	Coating
11.	WBS Coating	Coating
12.		
13.	Lefever	PEMB
14.	Building by Design	PEMB
15.	Heath Steel	PEMB
16.	Red Dot	PEMB
17.		
18.	Strait Mechanical	Plumbing
19.	Climate Control Group	Plumbing
20.	Warner Plumbing	Plumbing
21.		
22.	Horizon	HVAC
23.	Climate Control Group	HVAC
24.	Kuck Mechanical	HVAC
25.		
26.	Grasmick	Electrical
27.	Sun Valley	Electrical
28.	Force Electric	Electrical
29.		
30.		
31.		
32.		
33.		
34.		
35.		

# QUALIFICATIONS STATEMENT

## ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	RN Civil Construction, LLC.		
Corporate Office			
Name:	Daniel P. Niehus	Phone number:	303-482-3059
Title:	Owner / Managing Partner	Email address:	dniehus@rncivilconstruction.com
Business address of corporate office:	6025 S. Quebec St. Suite #250		
	Centennial, CO 80111		
Local Office			
Name:	Daniel P. Niehus	Phone number:	303-482-3059
Title:	Owner / Managing Partner	Email address:	dniehus@rncivilconstruction.com
Business address of local office:	6025 S. Quebec St. Suite #250		
	Centennial, CO 80111		

1.02 Provide information on the Business’s organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		
	<input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:		
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	5/25/2002	State in which Business was formed:	CO
Is this Business authorized to operate in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	N/A	Affiliation:	N/A
Address:	N/A		
Name of business:	N/A	Affiliation:	N/A
Address:	N/A		

Name of business:	N/A	Affiliation:	N/A
Address:	N/A		

1.04 Provide information regarding the Business’s officers, partners, and limits of authority.

Name:	Daniel P. Niehus	Title:	Owner / Managing Partner	
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ No Limit	
Name:		Title:		
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$	
Name:		Title:		
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$	
Name:		Title:		

**ARTICLE 2—LICENSING**

The State of Colorado does not license General Contractors in the business of Water and Wastewater Construction. We regularly obtain any contractor license required by the local municipality for whom we perform work.

2.01 Provide information regarding licensure for Business:

Name of License:	N/A		
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

**ARTICLE 3—SAFETY**

3.01 Provide information regarding Business’s safety organization and safety performance.

Name of Business’s Safety Officer:	Daniel P. Niehus		
Safety Certifications			
Certification Name	Issuing Agency	Expiration	
OSHA 30, Crane Safety, Fall Protection, First Aid, Steel Erection	OSHA		

3.02 Provide Worker’s Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2023	2024	2025
------	------	------	------

Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
RN Civil Construction	.77	1.69	97,760	.76	1.64	104,000	.78	.1.68	102,000

**ARTICLE 4—FINANCIAL**

4.01 Provide information regarding the Business’s financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	Independent Financial		
Business address:	5950 South Willow Drive, Suite 100. Greenwood Village, CO 80111		
Date of Business’s most recent financial statement:	2024	<input type="checkbox"/> Attached	
Date of Business’s most recent audited financial statement:		<input type="checkbox"/> Attached	
Financial indicators from the most recent financial statement			
Contractor’s Current Ratio (Current Assets ÷ Current Liabilities)			2.67
Contractor’s Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			2.35

**ARTICLE 5—SURETY INFORMATION**

5.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Fidelity and Deposit Company of Maryland / Zurich American Insurance Company		
Surety is a corporation organized and existing under the laws of the state of:			IL
Is surety authorized to provide surety bonds in the Project location?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):	1299 Zurich Way, 10th Floor		
	Schaumburg, IL 60196-1056		
Physical Address (principal place of business):	1299 Zurich Way, 10th Floor		
	Schaumburg, IL 60196-1056		
Phone (main):	800-626-4577	Phone (claims):	800-626-4577



Attest: Annemarie Beck  
*(individual's signature)*

Name: Annemarie Beck  
*(typed or printed)*

Title: Asst. Secretary  
*(typed or printed)*

Address for giving notices:  
6025 S. Quebec St. Suite 250  
Centennial, CO 80111

**Designated Representative:**

Name: Dan Niehus  
*(typed or printed)*

Title: Owner / Managing Partner  
*(typed or printed)*

Address: 6025 S. Quebec St. Suite 250  
Centennial, CO 80111

Phone: 303-482-3059

Email: dniehus@rncivilconstruction.com

**Schedule B—Previous Experience with Similar Projects**

Name of Organization	City of Fort Lupton				
Project Owner	City of Fort Lupton		Project Name	Fort Lupton-Hudson WTP Expansion Project	
General Description of Project	Installation of microfiltration skids into existing system, raw water pumps, and new clearwell no. 2, rehab of existing clarifier.				
Project Cost	\$3,140,000.00		Date Project Completed	12/2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Brett Gallrein	Ricky Flores	Dan Niehus	Dan Niehus	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Roy Vestal	Public Works Director	City of Fort Lupton	303-857-6694	rvestal@fortluptonco.gov
Designer	Brad Schutt	Process Engineer	Jacobs	970-218-8448	brad.schutt@jacobs.com
Construction Manager					
Project Owner	City of Lafayette		Project Name	Lafayette Water Reclamation Facility 2021 Improvements Project	
General Description of Project	Plant expansion including new tertiary treatment campus and additional aeration basin and clarifiers on existing campus.				
Project Cost	\$32,819,900.00		Date Project Completed	May 2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Brett Gallrein	Dave Ort	Dan Niehus	Dan Niehus	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Melanie Asquith	City Engineer	City of Lafayette	303-661-1279	melanie.asquith@lafayetteco.gov
Designer	Steve Ravel	Water Resources Manager & Principal Utilities Engineer	Merrick	303-800-9045	steven.ravel@merrick.com
Construction Manager	Eric Vaughan	Water/Wastewater/Reuse Project Manager	Merrick	970-744-4648	eric.vaughan@merrick.com
Project Owner	Aspen Consolidated Sanitation District		Project Name	Disc Filter and UV Disinfection System Upgrade	
General Description of Project	Removal and replacement of existing disc filter and UV treatment system. Bypass disc filter and provide temporary UV treatment during retrofit.				
Project Cost	\$4,325,000.00		Date Project Completed	07/2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Ed Kascsak	Kevin Smolinski	Dan Niehus	Dan Niehus	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	John Anderson	Plant Superintendent	ACSD	970-925-7262	john@aspensan.com
Designer	Matt Krumholz	Senior Associate	Hazen and Sawyer	720-673-0581	mkrumholz@hazenandsawyer.com
Construction Manager					

**Schedule C—Key Individuals**

<b>Project Manager</b>		
Name of individual	Ed Kascsak	
Years of experience as project manager	6	
Years of experience with this organization	4	
Number of similar projects as project manager	3	
Number of similar projects in other positions	7	
Current Project Assignments		
Name of assignment	Percent of time used for this project	Estimated project completion date
Iowa Hills WRF	10	05/2026
<b>Project Superintendent</b>		
Name of individual	Dave Latimer	
Years of experience as project superintendent	40	
Years of experience with this organization	19	
Number of similar projects as project superintendent	25	
Number of similar projects in other positions	10	
Current Project Assignments		
Name of assignment	Percent of time used for this project	Estimated project completion date
<b>Safety Manager</b>		
Name of individual	Dan Niehus	
Years of experience as project manager	21	
Years of experience with this organization	21	
Number of similar projects as project manager		
Number of similar projects in other positions	<100	
Current Project Assignments		
Name of assignment	Percent of time used for this project	Estimated project completion date
Company-wide Safety Manager	15	On going



# ED KASCSAK

## PROFILE

Mr. Kasczak has over 8 years of experience in water and wastewater treatment plant construction. His strong precision work as a field engineer has translated well into his scheduling, submittal preparation and project reporting duties in project management. Mr. Kasczak's time in the field has given him solid experience to pull from when planning the sequence of a project.

## CONTACT

PHONE:  
720-450-5197

LINKEDIN:  
[www.linkedin.com/in/edward-kasczak-2481b769/](https://www.linkedin.com/in/edward-kasczak-2481b769/)

EMAIL  
[ekasczak@rncivilconstruction.com](mailto:ekasczak@rncivilconstruction.com)

## ACTIVITIES AND INTERESTS

Hockey  
Football  
Hiking  
Traveling  
Fishing  
Camping

## WORK EXPERIENCE

---

### **Project Manager RN Civil Construction**

2021 - Present

Has spent his first 2 years at RN Civil as an assistant project manager prior to being promoted to project manager. His skills include project cost control, scheduling and planning, the administration of subcontractors and supervision of project teams to ensure delivery of equipment and materials.

### **Field Engineer – Assistant Superintendent MWH Constructors**

2016-2021

Worked Denver Metro PAR 1225 which was a \$55million project. Duties included site layout, production reports, safety, quality control, subcontractor management and field crew supervision.

## EDUCATION

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### **Colorado State University**

May 2014

Bachelor of Science in Geology

## KEY SKILLS AND CHARACTERISTICS

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- Material Procurement
- Scheduling
- Quality Control with Process Equipment
- Safety

## NOTABLE PROJECTS

---

- Aspen – UV and Disc Filter – Completed 2025 - \$4,325,000
- City of Aurora – Sand Creek WRF Improvements – Completed 2024 - \$5,452,000
- City of Aurora – Strontia PRV Station Improvements – Completed 2023 - \$2,354,000



# DAVE LATIMER

## PROFILE

Mr. Latimer has over 25 years of water and wastewater construction experience. His background includes all aspects of project supervision, oversight, and planning. This includes scheduling, cost controls, quality control, coordinating and overseeing subcontractors, material procurement and jobsite safety.

## CONTACT

PHONE:  
303-552-4529

EMAIL  
dlatimer@rncivilconstruction.com

## ACTIVITIES AND INTERESTS

Camping  
Traveling  
Fishing  
Carpentry  
Welding

## WORK EXPERIENCE

---

### **Superintendent RN Civil Construction**

2007 - Present

Has completed several projects as a superintendent for water and wastewater facilities including Water Treatment Plant Expansions, Pump Stations, Headworks Buildings, and Wastewater Treatment Plant Expansions ranging in size from \$700,000 to \$10million. Responsibilities include daily management of field operations, production reports, scheduling, quality control and safety.

### **Foreman Stanek Constructors**

2004-2007

Worked as both a concrete foreman and a general foreman. Responsibilities included site surveying, concrete layout, concrete forming and pouring. Also gained experience in process equipment installation and process piping. Helped coordinate subcontractor work in order to maintain schedules.

## KEY SKILLS AND CHARACTERISTICS

---

- Quality Control
- Site Management
- Project Safety
- Closeout Activities
- Punctual
- Bypass Systems
- Can Do Attitude



# DAN NIEHUS

## PROFILE

Mr. Niehus has lead RN Civil since inception in 2002 and has held that role as RN Civil has become a leader in Water/Wastewater construction in Colorado. Mr. Niehus started as a plant operator while in college and started in the industry as a design engineer for a firm that specialized in Water/Wastewater. Mr. Niehus has developed a reputation for providing quality projects delivered on time and on budget.

## CONTACT

PHONE:  
303-358-4111

LINKEDIN:  
[www.linkedin.com/in/daniel-niehus-696834bb/](http://www.linkedin.com/in/daniel-niehus-696834bb/)

EMAIL  
[dniehus@rncivilconstruction.com](mailto:dniehus@rncivilconstruction.com)

## ACTIVITIES AND INTERESTS

Biking  
Boating  
Hiking  
Traveling  
Working  
Raising Kids

## WORK EXPERIENCE

---

### **Owner – Managing Partner RN Civil Construction**

2002 - Present

Dan has been an Owner of RN Civil since inception. As Owner of RN Civil he has taken on every role in the company from equipment operator to principal in charge. He has been involved in several CMAR projects as well as traditional bid and design build delivery methods.

### **Project Manager, Estimator Lillard & Clark Construction**

1997-2002

Worked as a project manager including being the project lead for a \$60million CMAR project for Denver Water and a \$25million WWRF for the City of Broomfield. He also was a senior member of the estimating team.

## EDUCATION

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### **South Dakota State University May 1989**

Bachelor of Science in Civil Engineering

## KEY SKILLS AND CHARACTERISTICS

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- Process Engineering
- Constructability Reviews
- Scheduling
- Training
- Safety Officer
- Detailed
- Accurate
- Personable

# Sun Valley

3.02 Provide Worker’s Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price

	2025			2024			2023		
	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
	.88	4.09	48881	.93	4.98	40182	.90	0	36654



# TRIR Dashboard

Excel Desktop-ready dashboard with auto-rollup from Incident Log

2025

Portfolio Hours Worked

231,386

Recordable Incidents

0

Project	Hours	Recordables	TRIR
Canadian Breaks	60,451	0	0.00
Tesla Valve	56,535	0	0.00
Salt Creek	35,400	0	0.00
Cedervale 2	78,900	0	0.00
	0	0	0.00

Month	Project A	Project B	Project C	Project D	Project E
Jan	0.00	0.00	0.00	0.00	0.00
Feb	0.00	0.00	0.00	0.00	0.00
Mar	0.00	0.00	0.00	0.00	0.00
Apr	0.00	0.00	0.00	0.00	0.00
May	0.00	0.00	0.00	0.00	0.00
Jun	0.00	0.00	0.00	0.00	0.00
Jul	0.00	0.00	0.00	0.00	0.00
Aug	0.00	0.00	0.00	0.00	0.00
Sep	0.00	0.00	0.00	0.00	0.00
Oct	0.00	0.00	0.00	0.00	0.00
Nov	0.00	0.00	0.00	0.00	0.00
Dec	0.00	0.00	0.00	0.00	0.00

### How to use

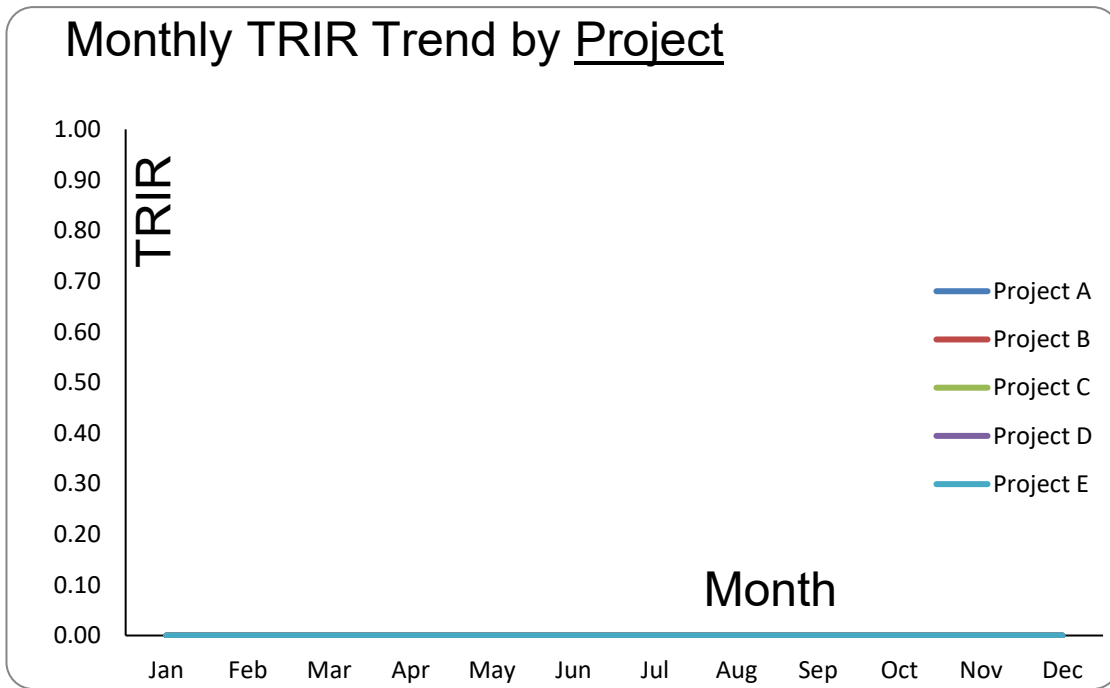
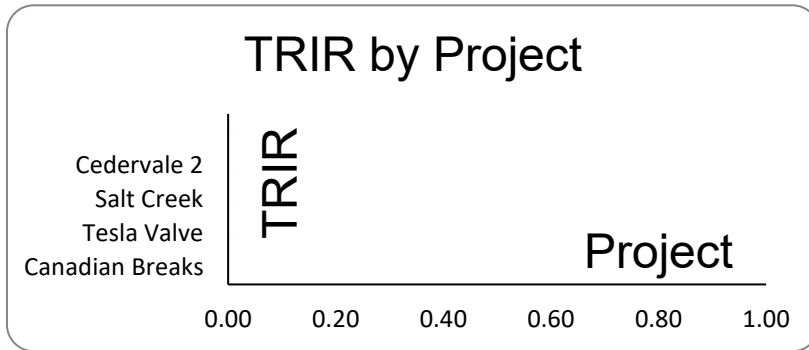
- Edit Config and Incident Log blue cells only.
- Summary, monthly trends, and OSHA report update automatically.

**Portfolio TRIR**

**0.00**

**Portfolio DART**

**0.00**



# Grasmick

3.02 Provide Worker’s Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price.

Year	2023			2024			2025		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
	.8			1.25	0		1.31	0	



# MINTURN WATER TREATMENT PLANT

## PROPOSAL

Due April 3, 2026 at 3:00 PM local

Prepared by  
**Native Sun Construction**

15020 Woodcarver Rd  
Monument, CO 80132

[www.nativesunusa.com](http://www.nativesunusa.com)

Prepared for  
Town of Minturn

301 Boulder St., #309  
Minturn, CO 81645  
Jarod.Limke@hdrinc.com

# BID FORM

## FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

### ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: Rob Gutierrez, Town Manager, Town of Minturn, 301 Boulder St, #309, Minturn, CO 81645
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
  - D. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - E. Required Bidder Qualification Statement with supporting data
  - F. .

### ARTICLE 3—BASIS OF BID—LUMP SUM BID

- 3.01 *Lump Sum Bids*
- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s):
    - 1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price	\$11,613,000.00
Purchase of MEMCOR system as defined by the contract documents and inclusive of performance and payment bond.	\$1,255,335
Total Bid Price (Sum of two lines above)	\$12,868,335.00

**ARTICLE 4—TIME OF COMPLETION**

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated and special damages.

**ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

- 5.01 *Bid Acceptance Period*
  - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 *Instructions to Bidders*
  - A. Bidder accepts terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 *Receipt of Addenda*
  - A. Bidder hereby acknowledges receipt of the following Addenda:

<b>Addendum Number</b>	<b>Addendum Date</b>
One, Two, Three	2/27/2026, 3/6/2026, 3/20/2026
Four	3/27/2026
Five	4/1/2026

**ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

- 6.01 *Bidder’s Representations*
  - A. In submitting this Bid, Bidder represents the following:
    - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
    - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
    - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
    - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
    - 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in

the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 *Bidder's Certifications*

##### A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Native Sun Construction

(typed or printed name of organization)

By:

Ernest Jessop

(individual's signature)

Name:

Ernest Jessop

(typed or printed)

Title:

President

(typed or printed)

Date:

April 3, 2026

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

Samuel Jeffs

(individual's signature)

Name:

Samuel Jeffs

(typed or printed)

Title:

Chief Estimator

(typed or printed)

Date:

April 3, 2026

(typed or printed)

Bidder's Address for giving notices:

15020 Woodcarver Rd.

Monument, CO 80132

Bidder's Contact Person:

Name:

Samuel Jeffs

(typed or printed)

Title:

Chief Estimator

(typed or printed)

Phone:

(719) 413-4681

Email:

Samuel.Jeffs@nscteam.com

Address:

15020 Woodcarver Rd.

Monument, CO 80132

Bidder's Contractor License No.: (if applicable)

Pikes Peak Regional Building Department Class A-1 #23615

Subcontractors:

Grasmick Electric - Electrical and SCADA

Buildings By Design - Pre-Engineered Metal Building

Climate Control Company - Mechanical and Plumbing

Suppliers:

MISCO - Process Equipment

Ferguson Waterworks - Pipe Supplier

EJCDC® C-410, Bid Form for Construction Contract.

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# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

**Native Sun Construction**

15020 Woodcarver Rd  
Monument, CO 80132

**OWNER:**

(Name, legal status and address)

**Town of Minturn**

301 Boulder St., #309  
Minturn, CO 81645

**BOND AMOUNT: Five Percent of Bid Amount (5% of Bid Amount)**

**SURETY:**

(Name, legal status and principal place of business)

**United States Fire Insurance Company**

305 Madison Avenue  
Morristown, NJ 07960

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**PROJECT:**

(Name, location or address, and Project number, if any)

**Minturn Water Treatment Plant**

2084 S. Main St., Minturn, CO 81645

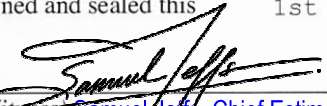
**HDR Project No. 10348601**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

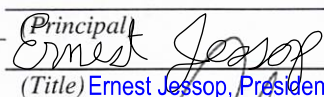
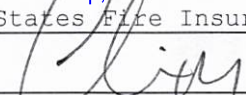
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of April 2026

  
(Witness) Samuel Jeffs, Chief Estimator

  
(Witness) Melanie Scott

Native Sun Construction  
 (Seal)  
(Principal) Ernest Jessop, President  
United States Fire Insurance Company  
(Surety)  (Seal)  
Chris Morrow, Attorney-In-Fact

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

**POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

03783

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Taylor J Wilstead, Alec Kleiner, Chris Morrow, Kaitlyn Sherwood

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF**, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 8th day of April, 2025.

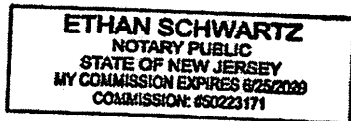
**UNITED STATES FIRE INSURANCE COMPANY**



Matthew E. Lubin, President

State of New Jersey }  
County of Morris }

On this 8th day of April, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the **1st** day of April, 20**26**



**UNITED STATES FIRE INSURANCE COMPANY**

Michael C. Fay, Senior Vice President

CONTACT INFORMATION: Bond Verifications: [surety@cfins.com](mailto:surety@cfins.com) / Claims: [SuretyClaimsSupport@cfins.com](mailto:SuretyClaimsSupport@cfins.com)

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# QUALIFICATIONS STATEMENT

## ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Native Sun Construction		
Corporate Office			
Name:	Samuel Jeffs	Phone number:	(719) 413-4681
Title:	Chief Estimator	Email address:	Samuel.Jeffs@nscteam.com
Business address of corporate office:	15020 Woodcarver Rd.		
	Monument, CO 80132		
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business’s organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	Sept. 2008	State in which Business was formed:	Arizona
Is this Business authorized to operate in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business’s officers, partners, and limits of authority.

Name:	Ernest Jessop	Title:	CEO
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ unlimited
Name:	Ephraim Jessop	Title:	Vice President
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ unlimited
Name:	David Jessop	Title:	Project Manager
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ unlimited
Name:	Samuel Jeffs	Title:	Chief Estimator

**ARTICLE 2—LICENSING**

2.01 Provide information regarding licensure for Business:

Name of License:	Building A-1		
Licensing Agency:	Pikes Peak Regional Building Department		
License No:	23615	Expiration Date:	6/30/26
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

**ARTICLE 3—SAFETY**

3.01 Provide information regarding Business’s safety organization and safety performance.

Name of Business’s Safety Officer:	Fred Barlow		
Safety Certifications			
Certification Name	Issuing Agency		Expiration
OSHA Authorized Instructor	OSHA		
Safe Start Instructor	OSHA		

3.02 Provide Worker’s Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2025	2024	2023
------	------	------	------

Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Native Sun Construction	1.17	in progress		1.26	3.08	259,057	1.46	0	192,700

#### ARTICLE 4—FINANCIAL

- 4.01 Provide information regarding the Business’s financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	CliftonLarsonAllen LLP		
Business address:	95 South State Street, Ste. 1150 Salt Lake City, UT 84111		
Date of Business’s most recent financial statement:	12/31/25	<input type="checkbox"/> Attached	
Date of Business’s most recent audited financial statement:	12/31/25	<input type="checkbox"/> Attached	
Financial indicators from the most recent financial statement			
Contractor’s Current Ratio (Current Assets ÷ Current Liabilities)			ref. financials
Contractor’s Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			ref. financials

#### ARTICLE 5—SURETY INFORMATION

- 5.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	United States Fire Insurance Company		
Surety is a corporation organized and existing under the laws of the state of:	AZ		
Is surety authorized to provide surety bonds in the Project location?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):	1635 N. Greenfield, #127		
	Mesa, AZ 85205		
Physical Address (principal place of business):	Same as above.		
Phone (main):	877-841-6745	Phone (claims):	

**ARTICLE 6—INSURANCE**

6.01 Provide information regarding Business’s insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider	Type of Policy (Coverage Provided)		
Zurich American Insurance Company	general liability, automobile, workers comp.		
American Guarantee & Liability	excess liability		
Are providers licensed or authorized to issue policies in the Project location?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does provider have an A.M. Best Rating of A-VII or better?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Mailing Address (principal place of business):	Lebaron Carroll		
	1350 E. Southern Ave.		
	Mesa, AZ 85204		
Physical Address (principal place of business):	same		
Phone (main):	480-834-9315	Phone (claims):	480-834-9315

**ARTICLE 7—REQUIRED ATTACHMENTS**

7.01 Provide the following information with the Statement of Qualifications:

- A. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- B. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

This Statement of Qualifications is offered by:

Business: Native Sun Construction  
(typed or printed name of organization)


By: Ernest Jessop  
(individual’s signature)

Name: Ernest Jessop  
(typed or printed)

Title: President  
(typed or printed)

Date: April 3, 2026  
(date signed)

*(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:  \_\_\_\_\_  
(individual's signature)

Name: Samuel Jeffs \_\_\_\_\_  
(typed or printed)

Title: Chief Estimator \_\_\_\_\_  
(typed or printed)

Address for giving notices:  
15020 Woodcarver Rd. \_\_\_\_\_  
Monument, CO 80132 \_\_\_\_\_

Designated Representative:

Name: Samuel Jeffs \_\_\_\_\_  
(typed or printed)

Title: Chief Estimator \_\_\_\_\_  
(typed or printed)

Address:  
15020 Woodcarver Rd. \_\_\_\_\_  
Monument, CO 80132 \_\_\_\_\_

Phone: (719) 413-4681 \_\_\_\_\_

Email: Samuel.Jeffs@nscteam.com \_\_\_\_\_

**Schedule B—Previous Experience with Similar Projects**

Name of Organization	Native Sun Construction				
Project Owner	Woodmoor Water and Sanitation District No. 1	Project Name	Woodmoor Arapahoe Well No. 22 Site Work		
General Description of Project	New well house and install of well pump equipment. This also included the chlorination and filter equipment.				
Project Cost	\$1,192,403.38	Date Project Completed	July 25, 2024		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Ephraim Jessop	Abram Jessop	Hugo Flores	Abram Jessop	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Jessie J. Shaffer	District Manager	Woodmoor Water	719-488-2525	
Designer	Peter M. Hassinger	Design Engineer	JVA Consulting Engineers	303-565-4906	
Construction Manager					
Project Owner	Town of Monument	Project Name	Wells 11, 12, and 13 Iron Removal Upgrades		
General Description of Project	Installation of iron filtering systems in three new well control buildings in Monument.				
Project Cost	\$529,310.00	Date Project Completed	December, 2026		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Ephraim Jessop	Matthew Jeffs	Hugo Flores	Matthew Jeffs	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Tom Tharnish	Public Works Director	Town of Monument	719-481-2954	
Designer	Claire Van Kampen, PE	Design Engineer	Forsgren Associates, Inc.	720-214-5884	cvankampen@forsgren.com
Construction Manager					
Project Owner	City of Longmont	Project Name	Coffman Street Mobility Improvements		
General Description of Project	Roadway Rehabilitation and multi modal trails construction.				
Project Cost	\$16.4M	Date Project Completed	\$16.4M		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	David Jessop	Jeremiah Jeffs	Hugo Flores	Jeremiah Jeffs	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Alden Jenkins, P.E.	Senior Civil Engineer	City of Longmont	303-651-8567	Alden.Jenkins@longmontcolorado.gov
Designer	Alden Jenkins, P.E.	Senior Civil Engineer	City of Longmont	303-651-8567	Alden.Jenkins@longmontcolorado.gov
Construction Manager					



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# Woodmen Hills Lift Station #1

## Replacement

### Client Information

Location: Peyton, CO  
Client: Woodmen Hills Metro District  
Contact: Ryan Mangino  
Phone: (719) 402-0021 x1460  
Email: ryan.mangino@respec.com

### Engineering Information

Firm: Respec Engineering  
Contact: Ryan Mangino  
Phone: (719) 402-0021 x1460  
Email: ryan.mangino@respec.com

### Contract Information

Original Contract Amount: \$1,419,152.71  
Approved Change Orders: \$0  
Start Date: May 6, 2019  
Completion Date: November 22, 2019

### Native Sun Team

Project Manager: Ephraim Jessop  
Superintendent: Moroni Jessop

### Project Overview

In 2019, our team successfully completed a lift station project that is nearly identical to the one we are currently bidding. The facility consisted of a wet well and dry well configuration, with the wet well extending thirty feet deep. Above the wells, we constructed a wood frame building that also housed a restroom facility on the upper level, providing convenient access for operations personnel.

Our crews performed all process piping installation and also oversaw all electrical work and SCADA controls, ensuring seamless integration of mechanical, electrical, and control systems. The pumps installed on this project were the same brand as those specified for the current bid, giving our team direct familiarity with the equipment and its commissioning requirements.

One of the most significant challenges on this project was the proximity to a wetland area. To prevent soil movement and protect the surrounding environment, we designed and implemented an engineered shoring system that was integrated with a comprehensive dewatering plan. This approach allowed us to maintain excavation stability throughout construction and complete the work without adverse impacts to

the wetland.

The project was managed by Ephraim Jessop, with Moroni Jessop serving as project superintendent. Their leadership and experience were instrumental in delivering the project safely, on time, and in full compliance with specifications — demonstrating our team’s capability to successfully execute projects of this type and complexity.



Drywell after pumps were installed.



During installation of pumps and process piping.



Construction of the wet and dry wells.



Excavation of the wet and dry wells.



Finalizing the project.

**Schedule C—Key Individuals**

<b>Project Manager</b>		
Name of individual	Ephraim Jessop	
Years of experience as project manager	Nine Years	
Years of experience with this organization	Eighteen	
Number of similar projects as project manager	Five	
Number of similar projects in other positions	None	
Current Project Assignments		
Name of assignment	Percent of time used for this project	Estimated project completion date
CDOT Region 5 Culvert Replacement	15%	March, 2027
Waste Water Treatment Plant, Sedgwick, CO	10%	June, 2026
<b>Project Superintendent</b>		
Name of individual	Abram Jessop	
Years of experience as project superintendent	Seven	
Years of experience with this organization	Eight	
Number of similar projects as project superintendent	Three	
Number of similar projects in other positions	Two	
Current Project Assignments		
Name of assignment	Percent of time used for this project	Estimated project completion date
Woodmoor PRV Vault Replacement Project	100%	May, 2026
<b>Safety Manager</b>		
Name of individual	Hugo Flores	
Years of experience as project manager	Two	
Years of experience with this organization	Four	
Number of similar projects as project manager	Two	
Number of similar projects in other positions	None	
Current Project Assignments		
Name of assignment	Percent of time used for this project	Estimated project completion date
None	None	None

# ADVERTISEMENT FOR BIDS

February 19, 2026  
Town of Minturn, CO  
Minturn Water Treatment Plant

## General Notice

Town of Minturn (Owner) is requesting Bids for the construction of the following Project:

### Minturn Water Treatment Plant

Bids for the construction of the Project will be received electronically, until **April 3 at 3:00 PM** local time. Bids received will be publicly opened and read at the MS Teams link provided below.

The Project includes the following Work:

Construction of a new water treatment facility at the site of Minturn's existing water treatment plant. The new WTP will consist of shallow foundations with a pre-engineered superstructure

## Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be obtained at the following designated website:

<http://www.bidtdirect.com>

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a Bidding Documents holder, even if Bidding Documents are obtained from a third-party plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with Addenda, lists of registered Bidding Documents holders, reports on the Site, and other information relevant to submitting a Bid for the Project. All official notifications, Addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including Addenda, if any, obtained from sources other than the designated website.

The Town wishes to highlight the Bond requirements listed in specifications 00 61 13.13 and 00 61 13.16.

## Pre-bid Conference

**A mandatory pre-bid conference** for the Project will be held on **March 3, 2026 at 10 AM** at Minturn Town Hall, **302 Pine St, Minturn, CO, 81645**. The pre-bid meeting will include an administrative session at the Town Hall followed by a visit to the project location. Attendees will need to be able to drive themselves to the site which is approximately 2.5 miles south and includes a dirt road. The Town will escort attendees to and at the WTP site.

Town Hall: <https://maps.app.goo.gl/6oddr64iiPBQwfnW7>

Project Site: <https://maps.app.goo.gl/NuRqKNDmnFpdVaok9>

Bids will not be accepted from Bidders that do not attend the mandatory pre-bid conference.

**Bidding Schedule:** A. IFB Issued:

February 19, 2026

B. Mandatory Pre-Bid Meeting (in-person):	March 3, 2026 at 10:00 AM
C. Last date for submitting questions:	March 27, 2026 at 1:00 PM
D. Town responses to questions due:	April 1, 2026 at 1:00 PM
E. Submittal deadline for Bids:	April 3, 2026 at 3:00 PM
F. Bid Opening (Teams Meeting):	April 3, 2026 at 3:30 PM
G. Notice of Award (contingent upon Bond closing):	April 8, 2026
H. Notice to Proceed:	May 1, 2026

Bid Opening Meeting Invitation Link:

Join: <https://teams.microsoft.com/meet/24200979858114?p=1Y7a1CBgPpa8eudCLO>

Meeting ID: 242 009 798 581 14

Passcode: WE3BW7um

Dial-in Phone #: (833) 255-2803,,198605336#

This Advertisement is issued by HDR Engineering, Inc on behalf of:

Owner: Minturn, CO

By: Rob Gutierrez

Title: Town Manager

Date: February 19, 2026

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents. For submission of bids and inquiries related to this solicitation, submit only via email to:

Engineer: Jarod Limke, PE

Company: HDR Engineering, Inc

Jarod.limke@hdrinc.com

For submittal receipt confirmation, request a delivery and read receipt on Outlook, or reach out to the submittal contact directly.

# INSTRUCTIONS TO BIDDERS

FOR CONSTRUCTION CONTRACT

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## ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

## ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use, nor does it grant or confer ownership or any property interest in the Bidding Documents and other documents distributed for the Project. Authorization to download documents, or other distribution, includes the right for Bidding Documents holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the Bidding Documents holder pays all costs associated with printing or reproduction. Paper or other types of printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a Bidding Documents holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered Bidding Documents holders will receive Addenda issued by Owner or Issuing Office.
- 2.04 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to prospective Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor any bidder's or the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph

2.04.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in paper versions of the documents, and for Bidder's reliance upon such derived information.

- C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor certain documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats as originally prepared by Engineer.
  1. Electronic Documents that are available in native file format include:
    - a. Civil Plans
  2. Release of such documents will be solely for the convenience of the Contractor and subject to additional requirements, if any, for such release as indicated in Specifications Section 01 31 26 – Electronic Communication Protocols. No such document is a Contract Document.
  3. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that electronic/digital information provided in Electronic Documents is appropriate and adequate for Contractor's specific purposes.
  4. In no case will Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.

### **ARTICLE 3—QUALIFICATIONS OF BIDDERS**

- 3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
  - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
  - C. Bidder's state (or other) contractor license number, if applicable.
  - D. Subcontractor and Supplier qualification information.
  - E. Other required information regarding qualifications.

- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidders shall be experienced in the kind of Work to be performed, shall have the or be able to obtain construction equipment necessary for the Work, and shall possess sufficient capital to properly perform the Work within the time allowed. Bids received from Bidders who have previously failed to complete work within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A Bid may be rejected if Bidder cannot show and document to Owner's satisfaction that Bidder has the necessary ability, facilities, equipment, and resources to commence the Work at the time prescribed and thereafter to prosecute and complete the Work at the rate or within the times specified. A Bid may be rejected if Bidder is already obligated for the performance of other work which would delay the commencement, prosecution or completion of the Work.

#### **ARTICLE 4—PRE-BID CONFERENCE**

- 4.01 A mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bids will not be accepted from Bidders who do not attend the conference. It is each Bidder's responsibility to sign in at the pre-bid conference to verify its participation. Bidders must sign in using the name of the organization that will be submitting a Bid. A list of Bidders that attended the pre-bid conference and are, on that basis alone, eligible to submit a Bid for this Project, will be issued in an Addendum.
- 4.02 Information presented at the pre-bid conference does not alter the Bidding Documents. Owner or Issuing Office will issue Addenda to make any changes to the Bidding Documents that result from discussions at the pre-bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

#### **ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

- 5.01 *Site and Other Areas*
- A. The Site is identified in the Bidding Documents, including in Specifications Section 01 11 00 – Summary of Work. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.
- 5.02 *Existing Site Conditions*
- A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*
1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:

- a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
  - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
  - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
  - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any prospective Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Site Visit and Testing by Bidders*

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. A Site visit is scheduled following the pre-bid conference. Maps, directions, or GPS coordinates to the Site, when the Site is remote from the pre-bid conference location, will be available at the pre-bid conference.
- C. The location of the Site is indicated in the Bidding Documents, including in Specifications Section 01 11 00 – Summary of Work.
- D. Bidders visiting the Site are required to: (1) arrange their own transportation to the Site; and (2) each Bidder visiting the Site is responsible for providing and using its own personal protective equipment appropriate for the Site and conditions, and in accordance with posted requirements, if any. At minimum, each visitor to the Site should have an appropriate close toed boots and eye protection (other than ordinary eyewear). Comply with Paragraph 5.05 of these Instructions to Bidders.
- E. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- F. Site visit following the Pre-Bid meeting will be escorted by Town of Minturn Staff.

5.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be indicated in the Supplementary Conditions. Where the Bidding Documents indicate an Owner's safety program, visitors to the Site during the bidding phase and at other times shall comply with Owner's safety programs.

5.05 *Other Work at the Site*

- A. Reference is made to Specifications Section 01 11 00 – Summary of Work, for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other potentially confidential matters), if any.

**ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will complete and submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Successful Bidder (as Contractor) will make similar express representations and certifications when it signs the Agreement.

**ARTICLE 7—INTERPRETATIONS AND ADDENDA**

7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.

7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing via email. Contact information and submittal procedures for such questions are as follows:

- A. Jarod Limke  
HDR Engineering, Inc  
jarod.limke@hdrinc.com

7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all Bidding Documents holders registered with the Issuing Office. Questions received less than seven days prior to the date for opening of Bids may not be answered.

7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract

Documents unless set forth in an Addendum that expressly modifies or supplements the Bidding Documents.

- 7.05 Addenda that engineer judges to have a material or significant effect on Bidders' preparation of pricing and other requirement element of the Bid will be transmitted via Addendum for Bidders' receipt not less than three days prior to the scheduled date for receipt of the Bids. Clarifications or modifications that Engineer deems will not have a material or substantial effect on the preparation of Bids may be transmitted for Bidders' receipt later, for receipt prior to the deadline for receipt of Bids.

## **ARTICLE 8—BID SECURITY**

### **8.01 *Required Form and Amount of Bid Security***

- A. A Bid must be accompanied by bid security made payable to Owner in an amount of five percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions.
- B. Such bid bond will be issued in the form included in the Bidding Documents.

### **8.02 *Bid Security of Successful Bidder***

- A. The Bid security of the apparent Successful Bidder will be retained until Owner awards the Contract to such Bidder, and such Bidder has signed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Successful Bidder's bid security will be released.
- B. If the Successful Bidder fails to sign and deliver the Contract and furnish the required Contract security within the number of days, indicated in Paragraph 20.01 of these Instructions to Bidders, after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the bid security of that Bidder will be forfeited.
- C. Upon Successful Bidder's default:
  - 1. When the bid security is a penal sum bid bond, the entire penal sum amount of the bid bond will be forfeit and due Owner.
  - 2. When the bid security is a damages form of bid bond, to the extent of Owner's damages will be forfeit and due Owner.
  - 3. If a type of bid security other than a bid bond is allowed and is furnished, the amount that will be forfeit and due Owner will be the same as for the form of bid bond included in the Bidding Documents. Owner will so notify the defaulting Bidder in writing of the annulment and the amount of the forfeiture, with documentation of the amount forfeited.
- D. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.

### **8.03 *Bid Security of Bidders other than the Successful Bidder***

- A. The bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon bid security furnished by such Bidders will be released.

- B. Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the bid opening.
- C. Release of Bid Security: Owner may release any Bidder's bid security by returning such bid security to the associated Bidder. When bid security is in the form of a bid bond, Owner may dispose of or destroy the bid bond and so advise the associated Bidder in writing that the bid bond has been released.

#### **ARTICLE 9—CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any), are to be achieved are set forth in the Agreement.
- 9.02 Provisions for liquidated and special damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

#### **ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS**

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials, equipment, and procedures specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items or procedures. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment or procedure, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, and will perform the Work in accordance with procedures indicated in the Bidding Documents, as supplemented by Addenda, if any. Assumptions regarding the possibility of post-bid approvals of “or-equal” or substitution requests are made at Bidder's sole risk.

#### **ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so in the Specifications or elsewhere in the Bidding Documents. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should not submit a Bid.
- 11.02 The apparent Successful Bidder, and any other Bidder so requested by Owner or Engineer, must submit to Owner (with a copy to Engineer) a list of the Subcontractors and Suppliers proposed for the following portions of the Work within five days after the bid opening:
  - A. Electrical.
  - B. Systems Supplier (typically a sub to Electrical Contractor).
  - C. HVAC.
  - D. Plumbing.

- 11.03 If requested by Owner or Engineer, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and awarding the Contract.
- 11.04 If apparent Successful Bidder declines to make a requested substitution, Owner may award the Contract to another Bidder, consistent with the basis for evaluating the Bids for award as set forth in these Instructions to Bidders, that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to issuance of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

#### **ARTICLE 12—BASIS OF BID**

##### **12.01 *Lump Sum***

- A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.

#### **ARTICLE 13—SUBMITTAL OF BID**

- 13.01 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, and the name and address of Bidder, and must be accompanied by the Bid security and other required documents.
- 13.02 Bids received after the date and time prescribed for the opening of Bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened. Owner accepts no responsibility for delays in returning Bids submitted or delivered to the incorrect location.

#### **ARTICLE 14—MODIFICATION AND WITHDRAWAL OF BID**

- 14.01 An unopened Bid may be withdrawn by an appropriate document duly signed in the same manner that a Bid must be signed and delivered to the place where Bids are to be submitted, prior to the date and time established in the Bidding Documents for the receipt of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 14.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 of this Article and submit a new Bid prior to the date and time for established in the Bidding Documents the receipt of Bids.
- 14.03 If, within 24 hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a

material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the bid security will be returned.

#### **ARTICLE 15—OPENING OF BIDS**

15.01 Bids will be opened at the time and place indicated in the Advertisement or invitation to bid and, unless obviously non-responsive, will be read aloud publicly.

#### **ARTICLE 16—BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

16.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

#### **ARTICLE 17—EVALUATION OF BIDS AND AWARD OF CONTRACT**

17.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.

17.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. Owner may reject the Bid of any Bidder that fails to demonstrate appropriate qualifications, experience, and resources for the Work, in accordance with Article 3 of these Instructions to Bidders.

17.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

17.04 *Basis for Award of Contract*

A. Owner reserves the right to award the Contract to the Bidder determined by Owner to be in Owner's best interest, regardless of whether such Bid is the lowest-priced Bid received.

17.05 *Evaluation of Bids*

A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or elsewhere in the Bidding Documents, or prior to the Notice of Award.

17.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications, experience, and resources of the Bidder and may consider the qualifications, experience, and resources of

Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

- 17.07 Owner, with or without Engineer's assistance, may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

#### **ARTICLE 18—BONDS AND INSURANCE**

- 18.01 Paragraph 2.01 and Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, set forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the signed Agreement to Owner (or Owner's representative), it must be accompanied by required bonds and insurance documentation.
- 18.02 Article 8 ("Bid Security") of these Instructions to Bidders addresses any requirements for providing bid bonds as part of the bidding process.

#### **ARTICLE 19—SIGNING OF AGREEMENT**

- 19.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unsigned counterparts of the Agreement, along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and required bonds and insurance documentation (as required by the Contract Documents) to Owner. Within 10 days thereafter, Owner will deliver one fully signed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

#### **ARTICLE 20—SALES AND USE TAXES**

- 20.01 Owner is exempt from Colorado state sales and use taxes on materials and equipment to be incorporated in the Work. (Exemption No. 09807290). Said taxes must not be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.

#### **ARTICLE 21—CONTRACTS TO BE ASSIGNED**

- 21.01 Owner prequalified MEMCOR as the provider of a membrane equipment system. Such system price is defined in the Bid Form and successful Bidder is required to provide MEMCOR equipment as defined in the contract documents.
- 21.02 At the time of preselection of MEMCOR, Owner paid 100% of the submittals and shop drawing development. The awarded Bidder will be assigned the duty of engaging into an agreement with MEMCOR for the procurement and installation of the membrane system as defined by the contract documents. Terms and conditions of such an agreement are to be determined between Bidder and MEMCOR.

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# BID FORM

## FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

### ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: Rob Gutierrez, Town Manager, Town of Minturn, 301 Boulder St, #309, Minturn, CO 81645
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
  - D. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - E. Required Bidder Qualification Statement with supporting data
  - F. .

### ARTICLE 3—BASIS OF BID—LUMP SUM BID

- 3.01 *Lump Sum Bids*
- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s):
    - 1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price	\$
Purchase of MEMCOR system as defined by the contract documents and inclusive of performance and payment bond.	\$1,255,335
Total Bid Price (Sum of two lines above)	\$

**ARTICLE 4—TIME OF COMPLETION**

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated and special damages.

**ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

- 5.01 *Bid Acceptance Period*
  - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 *Instructions to Bidders*
  - A. Bidder accepts terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 *Receipt of Addenda*
  - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

**ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

- 6.01 *Bidder’s Representations*
  - A. In submitting this Bid, Bidder represents the following:
    - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
    - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
    - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
    - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
    - 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in

the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 *Bidder's Certifications*

##### A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(typed or printed)*

Bidder's Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contact Person:

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contractor License No.: (if applicable) \_\_\_\_\_

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# QUALIFICATIONS STATEMENT

## ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:			
Corporate Office			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business’s organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:		State in which Business was formed:	
Is this Business authorized to operate in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business’s officers, partners, and limits of authority.

Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	

**ARTICLE 2—LICENSING**

2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

**ARTICLE 3—SAFETY**

3.01 Provide information regarding Business’s safety organization and safety performance.

Name of Business’s Safety Officer:			
Safety Certifications			
Certification Name	Issuing Agency	Expiration	

3.02 Provide Worker’s Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year			
------	--	--	--

Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

**ARTICLE 4—FINANCIAL**

4.01 Provide information regarding the Business’s financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:			
Business address:			
Date of Business’s most recent financial statement:		<input type="checkbox"/> Attached	
Date of Business’s most recent audited financial statement:		<input type="checkbox"/> Attached	
Financial indicators from the most recent financial statement			
Contractor’s Current Ratio (Current Assets ÷ Current Liabilities)			
Contractor’s Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			

**ARTICLE 5—SURETY INFORMATION**

5.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:			
Surety is a corporation organized and existing under the laws of the state of:			
Is surety authorized to provide surety bonds in the Project location?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?			
<input type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

**ARTICLE 6—INSURANCE**

6.01 Provide information regarding Business’s insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Are providers licensed or authorized to issue policies in the Project location?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Does provider have an A.M. Best Rating of A-VII or better?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

**ARTICLE 7—REQUIRED ATTACHMENTS**

7.01 Provide the following information with the Statement of Qualifications:

- A. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- B. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

This Statement of Qualifications is offered by:

Business: \_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual’s signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(date signed)*

*(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Schedule B—Previous Experience with Similar Projects**

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project Completed		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project Completed		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project Completed		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

**Schedule C—Key Individuals**

<b>Project Superintendent</b>		
Name of individual		
Years of experience as project superintendent		
Years of experience with this organization		
Number of similar projects as project superintendent		
Number of similar projects in other positions		
Current Project Assignments		
Name of assignment	Percent of time used for this project	Estimated project completion date
<b>Safety Manager</b>		
Name of individual		
Years of experience as project manager		
Years of experience with this organization		
Number of similar projects as project manager		
Number of similar projects in other positions		
Current Project Assignments		
Name of assignment	Percent of time used for this project	Estimated project completion date

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# AGREEMENT

BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between Town of Minturn, CO (“Owner”) and [name of contracting entity] (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

## ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents.

## ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Minturn Water Treatment Plant

## ARTICLE 3—ENGINEER

3.01 The Owner has retained HDR Engineering, Inc (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

## ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.03 *Contract Times: Days*

A. The Work will be substantially complete within 500 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 560 days after the date when the Contract Times commence to run.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
  4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### 4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for fines and penalties (if any) imposed on Owner as a direct result of Contractor's failure to attain Substantial Completion according to the Contract Times, (2) for fines and penalties (if any) imposed on Owner by an authority having jurisdiction for actions or inaction of Contractor arising from Contractor's performance of the Work (regardless of whether such event was connected with any delay in compliance with the Contract Times), and (3) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

4.07 Owner reserves the right to withhold from payments due Contractor under the Contract amounts for liquidated damages (if any), special damages (if any), and performance damages (if any) in accordance with the Contract.

### **ARTICLE 5—CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of \$[number].

## **ARTICLE 6—PAYMENT PROCEDURES**

### **6.01** *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### **6.02** *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the ordinal number, such as 5<sup>th</sup> day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    - a. 95 percent of the value of the Work completed (with the balance being retainage).
    - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

### **6.03** *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

### **6.04** *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

## **ARTICLE 7—CONTRACT DOCUMENTS**

### **7.01** *Contents*

- A. The Contract Documents consist of all of the following:
  - 1. This Agreement.
  - 2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  - 3. General Conditions.
  - 4. Supplementary Conditions.

5. Wage Determination Schedule.
  6. Statutory and Funding-Financing Entity Requirements.
  7. Specifications as listed in the table of contents of the project manual.
  8. Drawings (not attached but incorporated by reference) with each sheet bearing the following general title: Minturn Water Treatment Plant.
  9. Drawings listed on the attached sheet index.
  10. Addenda (numbers 1 to [number], inclusive).
  11. Exhibits to this Agreement (enumerated as follows):
    - a. None.
  12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
    - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the

Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on [indicate date on which Contract becomes effective] (which is the Effective Date of the Contract).

Contractor:

\_\_\_\_\_  
(typed or printed name of organization)

By: \_\_\_\_\_  
(individual's signature)

Date: \_\_\_\_\_  
(date signed)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Attest: \_\_\_\_\_  
(individual's signature)

Title: \_\_\_\_\_  
(typed or printed)

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Address:  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
(typed or printed name of organization)

By: \_\_\_\_\_  
(individual's signature)

Date: \_\_\_\_\_  
(date signed)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

*(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
(individual's signature)

Title: \_\_\_\_\_  
(typed or printed)

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Address:  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

License No.: \_\_\_\_\_

*(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this*

*(where applicable)*

State: \_\_\_\_\_

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## PERFORMANCE BOND

<b>Contractor</b> Name: Address <i>(principal place of business)</i> :	<b>Surety</b> Name: Address <i>(principal place of business)</i> :
<b>Owner</b> Name: Town of Minturn Mailing address <i>(principal place of business)</i> :  301 Boulder St, #309 Minturn, CO 81645	<b>Contract</b> Description <i>(name and location)</i> : Minturn Water Treatment Plant  Contract Price: Effective Date of Contract:
<b>Bond</b> Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
  - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: None.

## PAYMENT BOND

<b>Contractor</b> Name: Address <i>(principal place of business)</i> :	<b>Surety</b> Name: Address <i>(principal place of business)</i> :
<b>Owner</b> Name: Town of Minturn Mailing address <i>(principal place of business)</i> :  301 Boulder St, #309 Minturn, CO 81645	<b>Contract</b> Name: Minturn Water Treatment Plant  Contract Price: Effective Date of Contract:
<b>Bond</b> Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 5.1. Claimants who do not have a direct contract with the Contractor
    - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2. Pay or arrange for payment of any undisputed amounts.
  - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
  - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
    - 16.1.1. The name of the Claimant;
    - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
    - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  - 16.1.7. The total amount of previous payments received by the Claimant; and
  - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: None.

# SUPPLEMENTARY CONDITIONS

OF THE CONSTRUCTION CONTRACT

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# SUPPLEMENTARY CONDITIONS

## OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms, if any, used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The paragraph address system used in these Supplementary Conditions is the same as the paragraph address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

### ARTICLE 1—DEFINITIONS AND TERMINOLOGY

SC-1.01.A.40 Add the following to Paragraph 1.01.A.40:

Trucking, shipping, delivery firms, consultants, and entities performing testing or inspection retained by Contractor or any Subcontractor are considered to be Subcontractors.

SC-1.01.A.45 Add the following to Paragraph 1.01.A.45:

Entities that rent construction equipment or machinery, but are not incorporated into the Work, are considered to be Suppliers. If such rental entity furnishes both equipment and one or more personnel to operate and maintain the equipment, such entity is a Subcontractor.

### ARTICLE 2—PRELIMINARY MATTERS

#### 2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

#### 2.02 *Copies of Documents*

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

- A. Owner shall furnish to Contractor one copy in electronic portable document format (PDF) of conformed Contract Documents incorporating and integrating all Addenda and amendments, if any, negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement)..

**ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

3.01 *Intent*

SC-3.01 Delete Paragraph 3.01.C in its entirety.

SC-3.01 Add the following new paragraphs immediately after Paragraph 3.01.E:

- F. The Specifications and other verbal components of the Contract Documents may vary in form, format, and style. Some Specification sections are written in varying degrees of streamlined or declarative style and some Specifications sections may, in comparison, employ a more-narrative style. Omissions of such words and phrases as "Contractor shall," "in conformity with," "as shown," or "as specified" are intentional in streamlined language in the Contract Documents. Omitted words and phrases are incorporated by inference. Similar types of provisions may appear in various parts of a Specifications section or elsewhere in the Contract Documents. Contractor shall not attempt to take advantage of any variation of form, format or style in Change Proposal(s) and Claim(s).
- G. Cross referencing of Specification sections in a Specifications section's heading "Related Sections includes, but are not necessarily limited to: "and elsewhere within each Specifications section is provided as an aid and convenience to Contractor. Contractor shall not rely on cross referencing indicated and is responsible for coordinating the entire Work and providing a complete Project whether or not cross referencing is provided in each Specifications section or whether or not cross referencing is complete.

**ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

4.05 *Delays in Contractor's Progress*

SC-4.05.C Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

- a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: (1) that weather conditions were abnormal for the period of time in which the delay occurred, (2) that such weather conditions could not have been reasonably anticipated, and (3) that such weather conditions had an adverse effect on the Work on the critical path at the time of the delay.
- b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
  - 1) Every workday on which one or more of the following conditions exist will be considered a "bad weather day":
    - i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds [threshold precipitation quantity] of precipitation (as rain

equivalent, based on the snow/rain conversion indicated in Table SC-4.05.C-1—Foreseeable Bad Weather Days .

- ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: 5 degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: 98 degrees Fahrenheit.
- 2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by [name of the entity operating the weather station] weather monitoring station at [location of the weather monitoring station].
- 3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in Table SC-4.05.C-1—Foreseeable Bad Weather Days.
- 4) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in Table SC-4.05.C-1—Foreseeable Bad Weather Days, will be considered as “abnormal weather conditions.” The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor’s then-current Progress Schedule’s critical path for the Project.

**Table SC-4.05.C-1—Foreseeable Bad Weather Days**

Month	Number of Foreseeable Bad Weather Days in Month
January	7
February	7
March	5
April	4
May	4
June	2
July	2
August	2
September	3
October	3
November	4
December	4

**ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS**

5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
Geotechnical Data Report	July 2025	Figures beginning page 7 of 50 Boring Logs beginning page 13 of 50

F. SC-5.04.A Add the following new paragraph immediately after Paragraph 5.04.A.4:

5. Contractor encounters human remains, recognizes the existence of burial markers, archaeological sites, historical sites, artifacts of potential archaeological or historical interest, or wetlands not shown or indicated in the Contract Documents, Contractor shall immediately cease operations that may disturb such area(s) and secure the adjacent Work; and Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations (Contractor shall continue to suspend such operations until otherwise instructed by Owner but shall continue with all other operations that do not affect those remains or features);

## ARTICLE 6—BONDS AND INSURANCE

### 6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.B:

1. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be two years after Substantial Completion.
2. After Substantial Completion, Contractor shall furnish a warranty bond issued in the form of EJCDC® C-612, Warranty Bond (2018). The warranty bond must be in a bond amount of [amount—either 10, 15, or other] percent of the final Contract Price. The warranty bond period will extend to a date two years after Substantial Completion of the Work. Contractor shall deliver the fully executed warranty bond to Owner prior to or with the final Application for Payment, and in any event not later than 11 months after Substantial Completion.
3. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 6.01.A of the General Conditions.

### 6.02 *Insurance—General Provisions*

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker’s compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker’s compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker’s compensation insurance for similar projects by the state within the last 12 months.

6.03 *Contractor’s Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following: the Owner’s 3<sup>rd</sup> party material testing agency (to be determined at a later date)
- E. *Workers’ Compensation and Employer’s Liability:* Contractor shall purchase and maintain workers’ compensation and employer’s liability insurance, including, as applicable, United States Longshoreman and Harbor Workers’ Compensation Act, Jones Act, stop-gap employer’s liability coverage for monopolistic states, and foreign voluntary workers’ compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

<b>Workers’ Compensation and Related Policies</b>	<b>Policy limits of not less than:</b>
<b>Workers’ Compensation</b>	
State	Statutory
Applicable Federal (e.g., Longshoreman’s)	Statutory
Foreign voluntary workers’ compensation (employer’s responsibility coverage), if applicable	Statutory
<b>Employer’s Liability</b>	
Each accident	\$200,000
Each employee	\$200,000
Policy limit	\$200,000

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
  1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor’s employees,
  2. damages insured by reasonably available personal injury liability coverage, and
  3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

- G. *Commercial General Liability—Form and Content:* Contractor’s commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
    - a. Such insurance must be maintained for three years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
  2. Blanket contractual liability coverage, including but not limited to coverage of Contractor’s contractual indemnity obligations in Paragraph 7.18.
  3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
  4. Underground, explosion, and collapse coverage.
  5. Personal injury coverage.
  6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
  7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
  2. Any exclusion for water intrusion or water damage.
  3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
  4. Any exclusion of coverage relating to earth subsidence or movement.
  5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
  6. Any limitation or exclusion based on the nature of Contractor’s work.
  7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

<b>Commercial General Liability</b>	<b>Policy limits of not less than:</b>
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$2,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

<b>Automobile Liability</b>	<b>Policy limits of not less than:</b>
<b>Bodily Injury</b>	
Each Person	\$1,000,000
Each Accident	\$2,000,000
<b>Property Damage</b>	
Each Accident	\$2,000,000
<b>[or]</b>	
<b>Combined Single Limit</b>	
Combined Single Limit (Bodily Injury and Property Damage)	\$2,000,000

K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

<b>Excess or Umbrella Liability</b>	<b>Policy limits of not less than:</b>
Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000

L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer’s liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy’s policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or

excess policy must retain a minimum limit of \$[specify amount] after accounting for partial attribution of its limits to underlying policies, as allowed above.

- M. *Contractor's Pollution Liability Insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

<b>Contractor's Pollution Liability</b>	<b>Policy limits of not less than:</b>
Each Occurrence/Claim	\$2,000,000
General Aggregate	\$4,000,000

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Delete Paragraph 6.04.A and insert the following in its place:

- A. Owner shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

SC-6.04 Supplement Paragraph 6.04 with the following provisions:

- F. *Builder's Risk Requirements*: The builder's risk insurance must:
1. be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).
    - a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.
    - b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.
  2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract;

and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).
4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier). If this coverage is subject to a sublimit, such sublimit will be a minimum of \$500,000.
5. extend to cover damage or loss to insured property while in transit. If this coverage is subject to a sublimit, such sublimit will be a minimum of \$50,000.
6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
8. include performance/hot testing and start-up, if applicable.
9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.
- 10 include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds." In addition to Owner, Contractor, and Subcontractors of every tier, include as insureds the following:
  - a. Town of Minturn
  - b. Subcontractors as applicable
11. If debris removal in connection with repair or replacement of insured property is subject to a coverage sublimit, such sublimit will be a minimum of \$15,000.

## **ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES**

### **7.02 *Supervision and Superintendence***

SC-7.02 Add the following to Paragraph 7.02, following Paragraph 7.02.B:

- C. Unless Owner otherwise agrees in writing, the superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

### **7.03 *Labor; Working Hours***

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be 7 am to 5 pm, Monday through Friday.
2. Owner's legal holidays are
  - New Years Day
  - MLK Day
  - Presidents Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Veterans Day
  - Thanksgiving Day (and the day after)
  - Christmas Day

SC-7.03 Amend the first and second sentences of Paragraph 7.03.C to state "...all Work at the Site must be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday." The balance of Paragraph 7.03.C remains unchanged except for the foregoing.

SC-7.03 Delete Paragraph 7.03.C in its entirety, and insert the following:

- C. In the absence of any Laws or Regulations to the contrary, Contractor may perform the Work on holidays, during any or all hours of the day, and on any or all days of the week, at Contractor's sole discretion.

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

- D. Contractor shall be responsible for the cost of overtime (premium) pay and other expense incurred by Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 7.10 *Taxes*

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

- A. Owner is exempt from payment of sales and compensating use taxes of the State of Colorado and of cities and counties thereof on all materials to be incorporated into the Work.
  1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of materials and equipment to be incorporated into the Work.
  2. Owner's exemption does not apply to construction tools or machinery, construction equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

#### 7.11 *Laws and Regulations*

SC-7.11 Add the following new paragraph immediately after Paragraph 7.10.C:

- D. Refer to Article SC-19, for Laws and Regulations that, by terms of said Laws and Regulations, are to be included in the Contract Documents. The failure to include in Article SC-19, any Law or Regulation applicable to the performance of the Work does not diminish Contractor's responsibility to comply with all Laws and Regulations applicable to the performance of the Work.

#### 7.14 *Hazard Communication Programs*

SC-7.14 Add the following new paragraph immediately after Paragraph 7.14.A:

- B *Single Prime Contract*: Contractor shall be responsible for coordinating exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws and Regulations. Contractor shall provide a centralized location for the maintenance of the safety data sheets or other hazard communication information required to be made available by any employer on the Site. Location of the material safety data sheets or other hazard communication information shall be readily accessible to the employees of employers on the Site.

SC-7.16.E.1 Delete in its entirety Paragraph 7.16.E.1.b, and replace with the following:

- b. Engineer will provide timely review of such Submittals in accordance with the Schedule of Submittals accepted by Engineer. When Engineer deems such Submittals to be not in conformance with the Contract Documents, Engineer will furnish to Contractor written indication of such non-acceptance. When such Submittals are acceptable, Engineer's acceptance will be indicated in accordance with Specifications Section 01 33 00 – Submittal Procedures.

### **ARTICLE 8—OTHER WORK AT THE SITE**

No Supplementary Conditions in this Article.

### **ARTICLE 9—OWNER'S RESPONSIBILITIES**

9.13 *Owner's Site Representative* No Supplementary Conditions in this Article.

### **ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION**

#### 10.03 *Resident Project Representative*

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
  - 1. *Conferences and Meetings*: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings

(but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
3. *Liaison*
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
4. *Review of Work; Defective Work*
  - a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Observe whether any Work in place appears to be defective. This does not impose on either RPR or Engineer any obligation to find all, or any specific element of, defective Work, for which Contractor remains solely responsible.
  - b. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
5. *Inspections and Tests*
  - a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to (1) code-required tests and special inspections, and (2) those performed by public or other agencies having jurisdiction over the Work.
  - b. Observe specific tests, inspections, and other field quality control required by the Contract Documents and performed by Contractor, Subcontractor, Supplier, or by testing or laboratories retained by any of them, .
  - c. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
6. *Payment Requests:* Review Applications for Payment with Contractor and advise Contractor regarding quantities or extent of the Work eligible for payment.
7. *Completion*
  - a. Participate in Engineer's visits regarding inspection for Substantial Completion.
  - b. Assist in the augmenting or amending the punch list of items to be completed or corrected prior to final inspection.
  - c. *Final Inspection:* Participate in Engineer's visit to the Site, in the company of Owner and Contractor, regarding completion of the Work, and prepare a final punch list (if any) of items to be completed or corrected by Contractor.

- d. Observe whether items on the final punch list have been completed or corrected.
  - d. *Record Documents*: Periodically during the Work, review with Contractor the status of Contractor's record documents required by the Contract Documents and advise Contractor on whether such record documents appear to comply with the Contract's requirements for record documents. Review final record documents submitted by Contractor.
- D. The RPR will not:
- 1. Authorize any deviation from the Contract Documents or substitution of materials, equipment (including "or-equal" items), or procedures or sequences indicated in the Contract Documents.
  - 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
  - 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
  - 4. Advise on, issue directions relative to, or assume control or responsibility over any aspect of the means, methods, techniques, sequences or procedures of construction.
  - 5. Advise on, issue directions regarding, or assume control over security protection, or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
  - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
  - 7. Authorize Owner to occupy the Project in whole or in part.

#### **ARTICLE 11—CHANGES TO THE CONTRACT**

No Supplementary Conditions in this Article.

#### **ARTICLE 12—CLAIMS**

No Supplementary Conditions in this Article.

#### **ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK**

##### *13.01 Cost of the Work*

SC-13.01.B.5.c Supplement Paragraph 13.01.B.5.c by adding the following subparagraphs:

- 4) *Inactive Equipment and Machinery*: Rental of construction equipment and machinery shall cease when the use thereof is no longer necessary for the Work. Periods of inactivity for such construction equipment or machinery will not be compensable unless agreed upon in writing by Owner, unless the costs of disassembly, removal, transportation, reassembly, and remobilization, as submitted to and accepted by Owner (with advice of Engineer) would exceed the cost of continuing to rent the item(s) during the period(s) of inactivity. Contractor is responsible for obtaining Owner's written approval for compensation for construction equipment and machinery for periods of inactivity. Owner is not responsible for retroactively

approving such inactivity. "Period of inactivity" for such items includes periods when the construction equipment or machinery is not used or necessary for the logical and efficient progression of the Work, or when other, available equipment or machinery is suitable for performing the given task.

- 5) *Condition of Equipment and Machinery*: Construction equipment and machinery will be compensable only for serviceable construction equipment and machinery capable of efficiently performing its intended function at the Site. Construction equipment and machinery not in compliance with this Paragraph SC-13.01.B.5.c.5) is not eligible for compensation.
- 6) *Capped Compensation*: Compensation paid Contractor for a given item of Contractor-owned construction equipment or machinery will be capped at, and shall not exceed, the comparable purchase price of such item of equal or comparable capacity and capability.

#### **ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

No Supplementary Conditions in this Article.

#### **ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD**

##### *15.03 Substantial Completion*

SC-15.03.B Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined by Engineer not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer or other entity retained by Owner, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

##### *15.08 Correction Period*

SC-15.08.G Add the following new Paragraph 15.08.G:

- G. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be the number of years set forth in Paragraph SC-6.01.B.1; or if no such revision has been made in SC-6.01.B, then the correction period is hereby specified to be two years after the date of Substantial Completion established in Engineer's certificate of Substantial Completion.

#### **ARTICLE 16—SUSPENSION OF WORK AND TERMINATION**

No Supplementary Conditions in this Article.

**ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES**

**ARTICLE 18— NO SUPPLEMENTARY CONDITIONS IN THIS ARTICLE.MISCELLANEOUS**

No Supplementary Conditions in this Article.



**Town of Minturn**  
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<https://www.minturn.org>

To: Town Council  
From: Scot Hunn, Consulting Planning Director  
Date: April 9, 2026  
Agenda Item: Ordinance No. 3, Series 2026 – Town of Minturn Wildfire Resiliency Code

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Town staff (Kevin Rindy and Scot Hunn) presented, on first reading, Ordinance No. 3, Series 2026 - the Town of Minturn Wildfire Resiliency Code – to Council at their regular meeting of March 18, 2026.

Ordinance No. 3 proposes changes to the Town of Minturn Building Resolution (Chapter 18) by introducing new building requirements along with site development standards (defensible space) that will only apply to new construction and/or major exterior additions or remodels.

These changes are modeled after code language developed by the Eagle County Code Cohort over the past two years. The cohort includes multiple jurisdictions working collaboratively to develop a regional approach to the State of Colorado’s Wildfire Resiliency Code (CWRC) requirements which took effect in 2025.

The Town of Minturn Wildfire Resiliency Code mirrors code changes that Eagle County, Red Cliff, and other jurisdictions in Eagle County plan to adopt in a coordinated manner. Each individual jurisdiction is required to submit their proposed code changes to the CWRC Board for review, recommendation/revision, and approval. So far, Eagle County and the Town of Vail have received approval from the State.

Between first and 2<sup>nd</sup> reading, staff worked with representatives from the State to receive feedback on the Town’s proposed code language. CWRC Board representatives requested the following changes to the Town’s ordinance:

1. Scope - Exempt structures: Accessory structures and agricultural structures exempted from the code shall be no closer than 50 feet from habitable or occupiable structures (increased from 30 feet).
2. Ignition-resistant Materials: Flame Spread Index for all components shall be listed at no more than 25 (reduced from 50 or less).



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3. Gutters and Downspouts: Include provisions for noncombustible gutters and downspouts (CWRC Section 403.3)
4. Ventilation Openings: Vent openings shall not exceed  $\frac{1}{8}$  inch.
5. Vehicle Access Door Perimeter Gap: Provisions for vehicle access door perimeter gaps shall be added (CWRC Section 404.9)
6. Retaining Walls: Retaining walls shall be of noncombustible or ignition-resistant materials (CWRC Section 502.3)
7. Fencing: Fencing requirements (CWRC Section 502.4) shall be included.

After completing the recommended revisions, staff re-submitted the Town's ordinance to the CWRC Board for further consideration. On April 8, 2026, the CWRC Board voted unanimously to approve the Town of Minturn Wildfire Resiliency Code with no further conditions or recommended revisions.

Staff **recommend approval** on second reading of Ordinance No. 3, Series 2026.

Attachments:

- Ordinance No. 3, Series 2026 – Town of Minturn Wildfire Resiliency Code
- State Approved Eagle County / Regional WUI Boundaries Map
- State Approved Eagle County / Regional Hazard Classification Map

TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 3 – SERIES 2026

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO AMENDING  
CHAPTER 18 OF THE MINTURN MUNICIPAL CODE TO PROVIDE FOR ADOPTION  
OF THE TOWN OF MINTURN WILDFIRE RESILIENCY CODE AS APPROVED BY  
THE STATE OF COLORADO

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

**WHEREAS**, the Town of Minturn 2025-2027 Strategic Plan (hereinafter the “Strategic Plan”) seeks to “ensure Minturn’s future as a neighborly mountain community,” and to “Manage Minturn’s growth, including water infrastructure and affordable housing for locals while remaining environmentally & fiscally sustainable,” through specific strategic plan goals and policies; and

**WHEREAS**, the Strategic Plan contains five key implementation strategies including “Infrastructure & Services,” “Manage Growth,” “Affordability,” “Economic Development,” and “Environmental Responsibility;” and

**WHEREAS**, the Strategic Plan contains specific priorities in support of proposed amendments to Chapter 18, Building Regulations, such as “Emergency Preparedness;” and

**WHEREAS**, the Town of Minturn 2023 Community Plan (hereinafter “the Community Plan”) includes specific goals and objectives aimed at hazard mitigation and sustainable development such as Objective 5.3 - *Prioritize Resilience by Proactively Preparing for and Mitigating Potential Impacts of Natural Hazard*; and

**WHEREAS**, the Community Plan contains action items specific to wildfire hazard mitigation and planning, including Action 5.3.3. – *Adopt firewise guidelines in building and site planning regulations*; and

**WHEREAS**, by Ordinance No. 5 – Series 2023 the Town Council adopted and amended the 2021 versions of the International Building Code, International Residential Code, International Fuel Gas Code, International Energy Conservation Code, International Plumbing Code, International Mechanical Code, International Property Maintenance Code, and International Fire Code, and National Electrical Code (collectively, the “International Codes”); and

**WHEREAS**, on July 1, 2025, the State of Colorado Public Safety Department, Division of Fire Prevention and Control, (hereinafter “the Department”), adopted minimum codes and standards for hardening structures and reducing fire risk in the defensible space surrounding structures in the wildland-urban interface; and

**WHEREAS**, the Department established the State of Colorado Wildfire Resiliency Code Board pursuant to C.R.S. 24-33.5-1236(2) for the general purpose of adopting and promulgating minimum codes and standards (hereinafter “the Codes”) that apply to permitting and inspections for new construction of structures and the defensible space around such structures based on best practices to reduce risk to life and property from the effects of wildfires; and

**WHEREAS**, Section 24-33.5-1237(2)(a), C.R.S., permits a Governing Body with jurisdiction in an area within the wildland-urban interface that has the authority to adopt building or fire codes to adopt a wildfire resiliency code that exceeds the minimum standards set forth in the Codes adopted through the promulgation of the State’s rules; and

**WHEREAS**, section 11.11 of the Town of Minturn Home Rule Charter and Section 31-16-202, C.R.S. provides the Town the authority to adopt and amend building and energy codes to suit local conditions; and

**WHEREAS**, the Town has collaborated since February 2024 with neighboring communities in Eagle County to develop and adopt a consistent version of the Wildfire Resiliency Code that suits local conditions, and which meets or exceeds the minimum standards set forth in the Codes adopted through the promulgation of the State’s rules; and

**WHEREAS**, the Town submitted its local version of the Wildfire Resiliency Code to the Department and received approval that such code meets or exceeds the minimum standards of the Codes pursuant to Section 24-33.5-1237(3); and

**WHEREAS**, Town of Minturn Staff have identified Chapter 18 of the Town of Minturn Municipal Code (MMC) as the most appropriate location for the integration of the Minturn Wildfire Resiliency Code because the Code includes building requirements as well as site development requirements and standards; and

**WHEREAS**, the Town Council recognizes that the Minturn Wildfire Resiliency Code will improve the construction and maintenance of the built and natural environment and will thereby promote the health, safety, resiliency, affordability, sustainability, and general welfare of our community; and

**WHEREAS**, the Town Council recognizes that the Minturn Wildfire Resiliency Code is essential for improving the Town’s emergency preparedness and hazard mitigation planning; and

**WHEREAS**, the Town Council finds and believes that it is necessary and proper to adopt the Minturn Wildfire Resiliency Code as set forth in this Ordinance to provide for consistent and updated regulation of construction and site development within Town; and

**WHEREAS**, on March 18, 2026, the Minturn Town Council approved this ordinance on first reading; and

**WHEREAS**, the Town Council has determined, based on evidence and testimony presented at the public hearing, that the adoption of these codes, as amended herein, will further the health, safety, and welfare of the inhabitants of Minturn.

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 18 of the Minturn Municipal Code is hereby amended to read as follows, with additions shown in double underlined text and deletions shown in ~~strike through~~ text. Sections of Chapter 18 which are not expressly described in this Ordinance are deemed to continue to be in full effect without change.

\* \* \*

Chapter 18 – Building Regulations.

\* \* \*

Article 17 – Wildfire Resiliency Code.

Section 18-17-10. – Purpose.

The purpose of the Minturn Wildfire Resiliency Code (the “Code”) is to enhance and improve the construction and maintenance of the built and natural environment within the Town for all new construction, exterior modifications, and relocation(s) of existing structures. The objective of the Code is to improve emergency preparedness and hazard mitigation planning within the Town.

Section 18-17-20. – Applicability and Exceptions.

The Code applies to all new construction and exterior modifications as well as to the relocation of existing structures. Exceptions include:

- (a) Repairs for less than twenty-five (25%) percent of existing decking or roofing on an existing structure;
- (b) Repairs for less than twenty-five (25%) percent of siding on an existing structure;
- (c) Agricultural buildings located greater than thirty (30) feet from habitable spaces occurring on the same property as the agricultural building(s);
- (d) Accessory structures and agricultural structures less than 120 square feet which are located greater than thirty (50) feet from habitable spaces occurring on the same property as the accessory structure.

Section 18-17-30. – Ignition Resistant Construction Requirements.

(a) Roof. Roof coverings must have a Class A rating (tested by ASTM E108 or UL 790) or be made of noncombustible material. Wood shake is not permissible on new construction or replacements that exceed twenty-five (25%) percent of the roof area. Valleys must have a corrosion-resistant metal flashing installed over a 36-inch underlayment of a 72-pound mineral-surfaced, non-perforated cap sheet.

(b) Gutters and downspouts. Gutters and downspouts shall be constructed of noncombustible material.

(c) Eaves. Eaves shall be protected by ignition-resistant materials, or materials with a 1-hour fire-resistance rating. This can also be achieved using 2-inch nominal dimension lumber or 1-inch nominal fire-retardant treated lumber.

(d) Exterior Walls. Exterior walls shall be constructed from one of four material types:

(1) Materials with minimum 1-hour fire-resistance rating.

(2) Approved noncombustible materials.

(3) Heavy Timber or log wall construction.

(4) Ignition-resistant building materials.

Additionally, exterior walls shall have a minimum of 6 vertical inches of noncombustible material measured from the ground or nearest horizontal surface.

(e) Exterior Doors and Windows. Exterior doors and windows shall be made of noncombustible materials, solid core wood at least 1.75 inches thick, or have a fire protection rating of at least 20 minutes. Tempered glass doors are permitted. Dual or triple pane windows that comply with the International Energy Conservation Code are considered ignition-resistant.

(f) Exterior Decks. Decks and other unenclosed appendages or projections attached to a habitable building shall be built with materials that have at least a 1-hour fire-resistance rating or are made of heavy timber. Other options include using approved noncombustible materials, fire-retardant treated wood, or ignition-resistant building materials. For decks or porches 4 feet or less above the ground, the under-deck area shall be enclosed to prevent debris accumulation. Method: use fully enclosed wall covering OR corrosion-resistant mesh (max opening size 1/8 inch).

(g) Openings. Attic, foundation, underfloor, vents through the roof or in vertical exterior walls cannot exceed 144 square inches and shall be covered with a noncombustible, corrosion-resistant mesh or perforated material with openings no larger than 1/8". Attic openings must not be located in the inner two-thirds of soffits, eave overhangs or other overhang areas.

- (h) Chimneys. Chimneys for fireplaces, barbeques, or other heating appliances that use solid or liquid fuel shall be equipped with a spark arrester made of woven or welded wire screening with openings no larger than 1/2 inch.
- (i) Vehicle Access Door Perimeter Gap. Exterior vehicle access doors shall resist the intrusion of embers from entering by preventing gaps between doors and door openings, at the head, sill, and jamb of doors from exceeding 1/8 inch as approved by the AHJ. Gaps between doors and door openings shall be controlled by one of the following methods:
1. Weather-stripping products made of materials that: (a) have been tested for tensile strength in accordance with ASTM D638 (Standard Test Method for Tensile Properties of Plastics) after exposure to ASTM G155 (Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Non-Metallic Materials) for a period of 2,000 hours, when the maximum allowable difference in tensile strength values between exposed and non-exposed samples does not exceed 10 percent; and (b) exhibit a V-2 or better flammability rating when tested to UL 94 (Standards for Tests for Flammability of Plastic Materials for Parts in Devices and Appliances).
  2. Door overlaps onto jambs and headers.
  3. Garage door jambs and headers covered with metal flashing.

Section 18-17-40. - Ignition-Resistant Building Materials.

(a) Ignition-resistant building material is a type of material that sufficiently resists ignition and sustained flaming combustion. This resistance helps reduce losses from wildfires, specifically in wildland-urban interface areas, by withstanding exposure to burning embers and small flames, even under worst-case weather and fuel conditions. To qualify as an ignition-resistant building material, a material shall meet one or more of the following criteria:

- (1) Noncombustible Material: A noncombustible material is one that does not ignite or burn when subjected to fire. This also includes materials with a noncombustible base and a surfacing material no thicker than 1/8 inch that has a flame spread index of 25 or less.
- (2) Fire-Retardant-Treated Wood: is any wood product that has been impregnated with chemicals, either through a pressure process or other manufacturing means, and when tested in accordance with ASTM E84 or UL 723, the wood must have a listed flame spread index of 25 or less.
- (3) Fire-Resistance-Rated Construction: The use of materials and systems in the design and construction of a structure to safeguard against the spread of fire within a structure and the spread of fire to or from structures to the wildland-urban interface area, and when tested in accordance with ASTM E84 or UL 723, the wood must have a listed flame spread index of 25 or less.

- (4) Log Wall Construction: A type of construction in which exterior walls are constructed of solid wood members and where the smallest horizontal dimension of each solid wood member is at least 6 inches (152mm).
- (5) 1-Hour Fire-Resistance Rating: Building material has been tested to withstand a standardized fire for at least 1 hour while maintaining its structural integrity and preventing the passage of flames and hot gasses.
- (6) Extended Fire Testing: The material shall be tested for a period of 30 minutes using the extended ASTM E 84 (UL 723) or ASTM E 2768 test. During this test, the material must meet specific performance requirements.
- (7) Specific Standards of Quality: Materials can also qualify by meeting specific California State Fire Marshal (SFM) test standards, such as those for exterior wall siding, horizontal projections, decking, or general ignition-resistant materials.
- (8) Retaining Walls. Retaining walls shall be constructed with either *noncombustible* or ignition-resistant materials when any of the following conditions exist:
1. The retaining wall is within 8 feet of a structure regulated by this code or up to the property line when the property line is less than 8 feet away from the structure.
  2. The retaining wall is integral to the support of a structure regulated by this code.
  3. The retaining wall is integral to the egress from a structure regulated by this code to a public way, easement, or private road.
- (9) Fencing. Fencing within 8 feet of a structure regulated by this code or up to the property line when the property line is less than 8 feet away from the structure shall be constructed with *noncombustible* or ignition-resistant materials.

Exception: Vinyl fencing. Vinyl fencing may be allowed.

#### Section 18-17-50. – Defensible Space Requirements.

Unless otherwise provided in an approved fire protection plan, defensible space shall be provided and maintained as follows:

- (a) Zone 1: the area extending five feet horizontally from the edge of the roof of, deck of, or attachments to a principle building. Within Zone 1, the following requirements apply:
- (1) Vegetation, if present, shall be limited to plants and groundcovers that the Town of Minturn has identified as appropriate for Zone 1 due to their very low flammability rating, growth, characteristics, and low profile as determined by the Town Building Official and/or Planning Director or assigns.
  - (2) Dead or dying vegetation shall be removed.

(3) Outdoor firewood storage is not allowed.

(4) Fence and garden wall materials shall be noncombustible.

(b) Zone 2: area extending from the outer boundary of Zone 1 to a boundary that is 30 feet (measured horizontally) from the outer walls of a principle building, and if present, attachments to the principle building. Within Zone 2, the following requirements apply:

(1) Established trees shall be pruned so that limbs and branches are a minimum height of 6 feet above the ground or one-third the height of the tree if the tree is less than 18 feet tall.

(2) Trees shall be pruned and spaced to provide at least 10 feet of horizontal spacing between crowns and chimney or stovepipe outlets.

(3) Trees shall be pruned and spaced to provide at least 10 feet of horizontal spacing between crowns, or alternatively trees may be grouped in clusters of not more than three, provided that the outer extent of the crowns of clustered trees (combined) are spaced not more than 30 feet from each other.

(4) Shrubs shall not be planted or allowed to grow under tree crowns.

(5) Shrubs shall not be spaced from one another the lesser of two times the height of the taller shrub or 10 feet. For the purpose of spacing, shrubs that are planted in clusters with a diameter (measured horizontally) of not more than 10 feet shall be considered a single shrub.

(6) Outdoor firewood storage is not allowed.

(7) Dead and Dying Vegetation (including leaf litter and broken branches) shall be removed.

(c) Zone 3: the area extending from the outer boundary of Zone 2 to a boundary within 100 feet (measured horizontally) from the outer walls of a principal building, and if present, attachments to the principal building. Within Zone 3, the following requirements apply:

(1) Shrubs shall not be planted or allowed to grow under tree crowns.

(2) Trees shall be pruned and spaced to provide at least 10 feet of horizontal spacing between crowns, or alternatively trees may be grouped in clusters of not more than 3, provided the outer extent of crowns of clustered trees (combined) are spaced not more than 15 feet from each other.

Section 18-17-60. – Other site-specific requirements.

(a) Driveways (All Zone Districts). In the area within 30 feet of the edges of driveways that are more than 150 feet long and used for emergency access, trees shall be pruned and spaced to provide at least 10 feet of horizontal spacing between crowns and so that limbs are a minimum height of 10 feet above the ground or one-third the height of the tree if the tree is less than 18 feet tall.

(b) Right-of-Way, Fire Lane, and Driveway Protection. In addition to any standards that apply pursuant to Sec. 18-17-60(a). - Driveways, within 30 feet of a road right-of-way, fire lane, or driveway that is longer than 150 feet, vegetation shall be limited to plants that are appropriate for right-of-way protection due to their low-flammability rating and growth characteristics, as determined by the Town Building Official and/or Planning Director or assigns.

(c) Continuing Maintenance of Defensible Space and Fire Lane and Right-of-Way Protection Areas. The owner of property upon which defensible space or fire lane or right-of-way protection is required shall be responsible for ensuring that such spaces are maintained in accordance with Sec. 18-17-60(a). - Driveways, and Sec. 18-17-60(b), Right-of-Way, Fire Lane, and Driveway Protection. Maintenance of such spaces shall include modifying or removing non-fire-resistive vegetation, keeping leaves, needles, and other dead vegetative material regularly removed from roofs of buildings and structures, and regularly removing deadwood and litter from trees.

\* \* \*

Section 18-17-70. – Definitions.

**ACCESSORY STRUCTURE.** A building or structure used to shelter or support any material, equipment, chattel or occupancy other than a habitable building.

**AGRICULTURAL BUILDING.** A structure designed and constructed to house farm implements, hay, grain, poultry, livestock or other horticultural products. This structure shall not be a place of human habitation or a place of employment where agricultural products are processed, treated or packaged, nor shall it be a place used by the public.

**APPROVED.** Acceptable to the *code official*.

**BUILDING.** Any structure intended for supporting or sheltering any occupancy.

**CLASS A TESTS.** Class A Tests are applicable to *roof coverings* that are expected to be effective against severe fire exposure, afford a high degree of fire protection to the *roof deck*, do not slip from position, and are not expected to present a flying brand hazard.

**CODE OFFICIAL.** The official designated by the jurisdiction to interpret and enforce this code, or the *code official's* authorized representative.

**DEFENSIBLE SPACE.** An area either natural or man-made, where material capable of

allowing a fire to spread unchecked has been treated, cleared or modified to slow the rate and intensity of an advancing wildfire and to create an area for fire suppression operations to occur.

**EMBELLISHMENTS.** Elements incorporated in design and construction for ornamental or decorative purpose that are not integral to the structure or structural support.

**FIRE INTENSITY CLASSIFICATION.** The level of fire intensity identified for areas where significant fuel hazards and associated dangerous fire behavior may exist, based upon vegetative fuels, topography, weather conditions, and flame length value.

**FIRE-RESISTANCE-RATED CONSTRUCTION.** The use of materials and systems in the design and construction of a building or structure to safeguard against the spread of fire within a building or structure and the spread of fire to or from buildings or structures to the *wildland-urban interface* area.

**FIRE-RETARDANT-TREATED WOOD.** Fire-retardant-treated wood is any wood product that, when impregnated with chemicals by a pressure process or other means during manufacture, shall have, when tested in accordance with ASTM E84 or UL 723, a listed *flame spread index* of 25 or less. The ASTM E84 or UL723 test shall be continued for an additional 20-minute period and the flame front shall not progress more than 10.5 feet beyond the centerline of the burners at any time during the test.

**FLAME SPREAD INDEX.** A comparative measure, expressed as a dimensionless number, derived from visual measurements of the spread of flame versus time for a material tested in accordance with ASTM E84.

**FUEL MODIFICATION.** A method of modifying fuel load by reducing the amount of nonfire-resistive vegetation or altering the type of vegetation to reduce the fuel load.

**HABITABLE SPACE.** A space in a building for living, sleeping, eating or cooking.

**HEAVY TIMBER CONSTRUCTION.** As described in Section 602.4 of the 2024 *International Building Code*.

**HOME IGNITION ZONE.** Home Ignition Zone is the home and the area around the home (or structure). The HIZ takes into account both the potential of the structure to ignite and the quality of *defensible space* surrounding it.

**IGNITION-RESISTANT BUILDING MATERIAL.** A type of building material that resists ignition or sustained flaming combustion sufficiently so as to reduce losses from wildfire exposure of burning embers and small flames.

**IGNITION-RESISTANT VEGETATION.** Plants that are less likely to readily ignite from a flame or other ignition source and produce fewer embers. While they can still be damaged by fire, their foliage and stems don't significantly contribute to the intensity of the fire.

**LOG WALL CONSTRUCTION.** A type of construction in which exterior walls are constructed of solid wood members and where the smallest horizontal dimension of each solid wood member is not less than 6 inches. Log wall construction shall follow requirements of ICC 400.

**MULTILAYERED GLAZED PANELS.** Window or door assemblies that consist of two or more independently glazed panels installed parallel to each other, having a sealed air gap in between, within a frame designed to fill completely the window or door opening in which the assembly is intended to be installed.

**NONCOMBUSTIBLE.** As applied to building construction material means a material that, in the form in which it is used, is either one of the following:

1. Material of which no part will ignite and burn when subjected to fire.
2. Any material conforming to ASTM E136 shall be considered noncombustible within the meaning of this section.
3. For the purposes of this code, fire-rated gypsum board tested in accordance with ASTM C1396 with no less than a 1-hour fire-resistance-rating with fire exposure from the outside only is considered a noncombustible material.

**OCCUPIABLE SPACE.** A room or enclosed space designed for human occupancy in which individuals congregate for amusement, education or similar purposes or in which occupants are engaged at labor.

**ROOF ASSEMBLY.** A system designed to provide weather protection and resistance to design loads. The system consists of a *roof covering* and *roof deck* or a single component serving as both the *roof covering* and the *roof deck*. A *roof assembly* can include an underlayment, thermal barrier, ignition barrier, insulation or a vapor retarder.

**ROOF COVERING.** The covering applied to the *roof deck* for weather resistance, fire classification or appearance.

**ROOF DECK.** The flat or sloped surface not including its supporting members or vertical supports.

**SLOPE.** The variation of terrain from the horizontal; the number of feet rise or fall per 100 feet measured horizontally, expressed as a percentage.

**STRUCTURE.** That which is built or constructed.

**STRUCTURE IGNITION ZONE.** Structure Ignition Zone is the structure and the area around the structure (or home). The SIZ takes into account both the potential of the structure to ignite and the quality of *defensible space* surrounding it.

**TREE CROWN.** The primary and secondary branches growing out from the main stem, together with twigs and foliage.

**WILDLAND-URBAN INTERFACE.** That geographical area where structures and other human development meets or intermingles with wildland or vegetative fuels.

\* \* \*

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 18<sup>th</sup> DAY OF MARCH 2026. 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 15<sup>th</sup> DAY OF APRIL 2026 AT 5:30 p.m. AT THE MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.

TOWN OF MINTURN, COLORADO

\_\_\_\_\_  
Eric Gotthelf, Mayor

ATTEST:

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

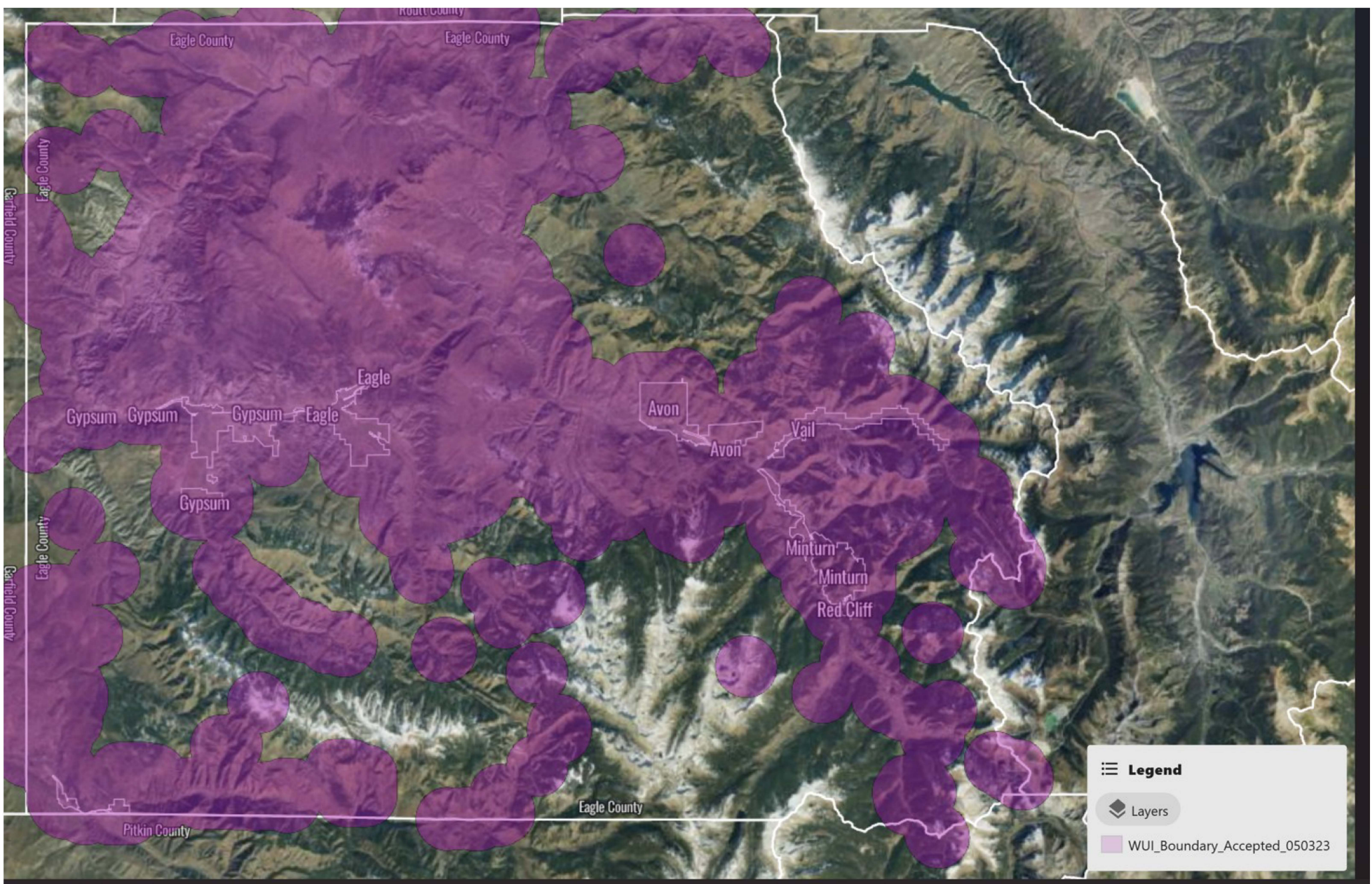
THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE ENACTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2026.

TOWN OF MINTURN, COLORADO

\_\_\_\_\_  
Eric Gotthelf, Mayor

ATTEST:

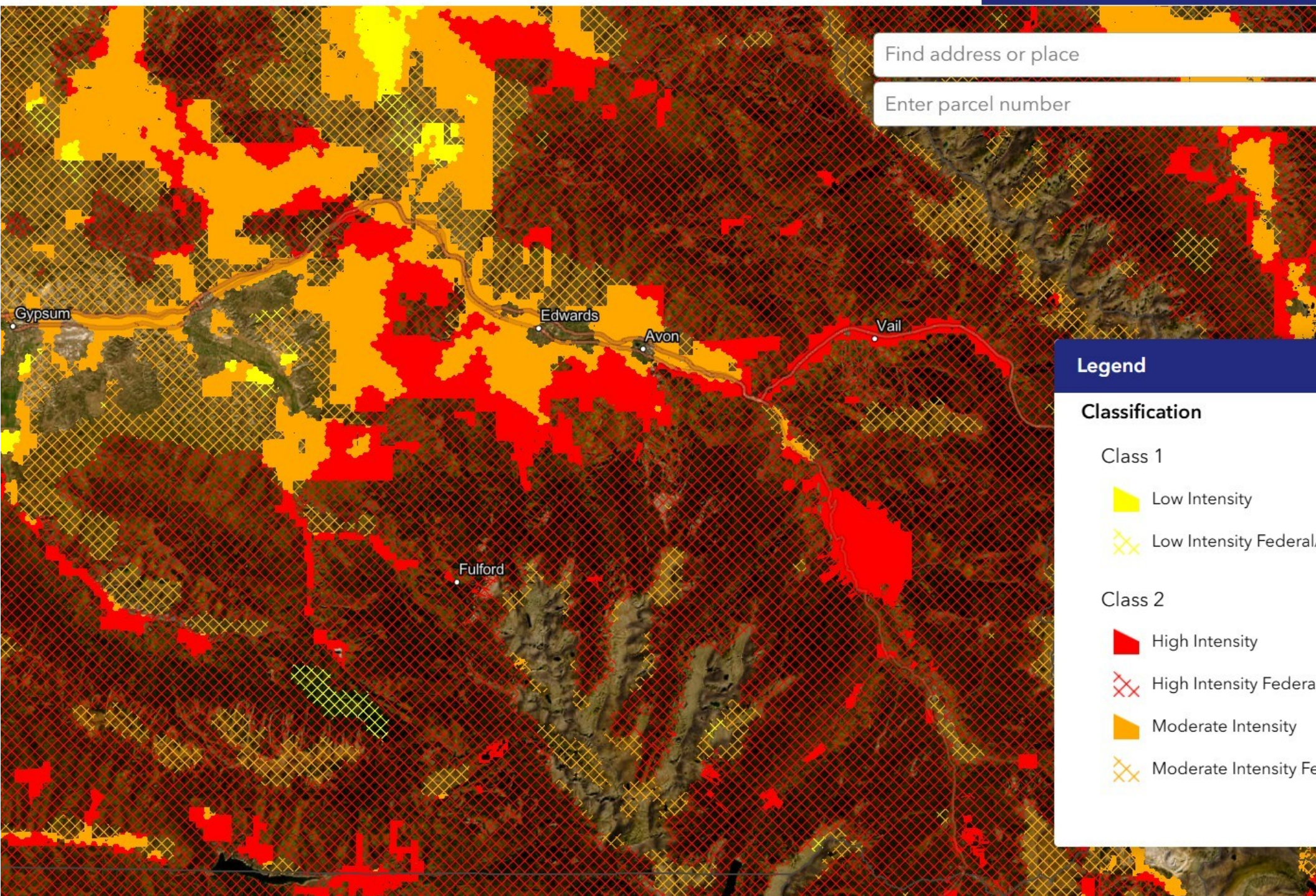
By: \_\_\_\_\_  
Jay Brunvand, Town Clerk



# 2015 Colorado Wildfire Resiliency Code Map

Find address or place

Enter parcel number



## Legend

### Classification

#### Class 1

Low Intensity

Low Intensity Federal

#### Class 2

High Intensity

High Intensity Federal

Moderate Intensity

Moderate Intensity Federal



To: Mayor and Council  
From: Jay Brunvand  
Date: April 15, 2026  
Agenda Item: Drought Concerns

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#### REQUEST:

Council is asked to discuss and give direction on advanced preparation of anticipated drought conditions.

#### INTRODUCTION:

The town has had presentations, seen other municipalities take proactive steps, and is concerned with the Town of Minturn's water supply and how a drought as anticipated this summer will affect our town water supply. The intent of this memo is to inform our citizens through our seasonal door hanger, post on the website, in the Town Hall lobby, and other public notice boards and programs.

#### ANALYSIS:

The town is asking our water-using citizens to begin to adjust water consumption now through October 13, 2026 by adhering to the following practices established within the Minturn Municipal Code. The town does retain the right to make these conditions binding by passage of an emergency resolution and may still as conditions continue to be assessed throughout the coming months. The town is further requesting citizens that have an irrigation system on their property review the system when setting up for the summer season. Often an irrigation system is installed and never reviewed again and that system comes on at night so is not observed. This could mean:

- Consider keeping your irrigation system off. Most established trees will not be affected by this and grass will normally come back next year with little effort.
- Remove non-functional turf.
- Reduce sprinkler run times and eliminate sprinkler overspray and runoff. The system is set to water too much. It should be inspected to ensure the minimal amount of water resources is used. It is important that you know how to set and operate your irrigation system.
- Inspection of all sprinkle heads and repair or replace as needed and to ensure the water is not watering streets/sidewalks/driveways or otherwise wasting water.
- Inspection of the irrigation system to ensure there are no broken lines or water leaks.
- Avoid and investigate unknown surface run off and or puddling. This could be a sign of a poorly set head or even a broken line.
- Water ONLY on your designated days and during permitted hours. Section 13-2-130(b)(4) outlines watering days based on even and odd numbered addresses. It is recommended

that you cut from three days to two days or less. See 4(a) and (b) below for scheduled days.

- On average, the monthly winter water use for a property in Minturn is between 2,000 and 4,000. If citizens can keep that in mind as they consume water and review their water use in comparison to the average, it will help make a difference.
- Based on the current drought trend, the town may be forced to suspend ALL outdoor use. Such drastic action would affect everyone. The hope is that if everyone does their part not to waste water, we can avoid such desperate measures.
- In an effort to collaborate with our local and regional partners please visit the Town Website, the Eagle River Water and Sanitation District website, and the Eagle County programs

ERWSD is implementing the following:

Effective immediately, the District will be implementing a new two-day watering schedule. Customers will be allowed **two days** to water outdoors based on their street address number. Watering is **only allowed between midnight and 8 a.m. or 8 p.m. to midnight** on your specific days of the week. We are also strongly encouraging customers to avoid turning on their sprinkler systems until June, if at all.

## 2026 OUTDOOR WATER USE SCHEDULE

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
NO OUTDOOR WATER USE	NO OUTDOOR WATER USE	EVEN	ODD	NO OUTDOOR WATER USE	EVEN	ODD
Outdoor water use may only occur from midnight to 8am or 8pm to midnight on your designated watering day.						

Your watering schedule is determined by the last digit of your street address. **Due to the 2026 water shortage, each property has a maximum of two designated watering days.** These regulations are in effect year-round.

**Sec. 13-2-130. - Water use restrictions; emergency restrictions.**

- (a) Water shall be used only for beneficial purposes and shall not be wasted. Any instance of flagrant runoff or waste, including but not limited to any installation or use of "bleeding lines," will be considered a violation of these water use restrictions and subject to the penalties provided for in Subsection (e) below. Water for irrigation of lawns and other outside uses shall be used pursuant to any other regulations of the Town.
- (b) The Town recognizes that certain conditions may exist when water supply is temporarily limited.

(1) If conditions so limit the water supply available to the Town's water system that unrestricted water use may endanger the adequacy of that supply, the Town Council, exercising its sole discretion in the protection of the public health, safety and welfare, may, by resolution, adopt the emergency water use restrictions in this Subsection and such other or additional regulations and restrictions as are reasonably calculated to conserve and protect the water supply and to ensure a regular flow of water through the system.

(2) Town Manager may enact emergency water restrictions in place until the following Town Council meeting and may be extended by resolution of the Council.

(3) Emergency water use regulations and restrictions shall remain in force and effect until the Town Council determines that the conditions requiring their imposition no longer exist.

(4) Permanent Water Use Regulation. No water shall be used for purposes outside the water-using unit, including, but not limited to, outdoor landscape irrigation, washing vehicles, washing impervious outdoor surfaces, filling pools and other water features, except as follows:

a. Water-using units with even-numbered addresses may use water for outdoor purposes on Sundays, Wednesdays and Fridays.

b. Water-using units with odd-numbered addresses may use water for outdoor purposes on Tuesdays, Thursdays and Saturdays.

c. For new landscaping installations, a permit shall be available from the Town for a term of one (1) year that allows outdoor water use for irrigation purposes on any day of the week, subject to any emergency water use restrictions.

d. Annuals and vegetables may be watered any day by means of a hand-held hose or low-volume non-spray irrigation.

e. No outside irrigation shall occur between the hours of 10:00 a.m. and 5:00 p.m.

f. Swimming pools will be limited to one (1) filling per calendar year, unless draining for repairs is necessary. Hot tubs and jacuzzis will be limited to four (4) fillings per calendar year.

g. No irrigation shall be permitted at any time by use of free-running hose without nozzle or sprinkler.

h. Washing of impervious surfaces on days not authorized by this Section shall be allowed for the preservation of public health.

i. Irrigation systems may be operated on days not authorized by this Section during maintenance and repair of such system.

j. At locations other than commercial car washes, residents may wash their personal vehicles using only a bucket or a hand-held hose equipped with an automatic shutoff nozzle.

(5) Nothing herein shall prevent the imposition of a total ban on outside water use in the event of an extreme emergency, nor to further create an exception to meet a specific water supply condition.

(c) Any unauthorized use of water shall be paid for at the same rate as if that use had been authorized, together with the costs incurred by the Town in discovering and collecting for the unauthorized use. Such payments shall not in any way affect the right of the Town to disconnect or suspend water service to any customer for unauthorized use, or to charge additional penalties or pursue such other remedies as may be authorized by law or approved by the Town Council; nor shall such payments affect any criminal liability which may have attached by reason of such unauthorized use.

(d) The Town may require that seals be attached to any water-using system in or about a customer's water-using unit, in order to detect any unauthorized use of water from that system. If necessary, the Town may also require that mechanical devices be attached to any water-using system in or upon a customer's water-using unit, in order to detect any unauthorized use of water from such system. Such mechanical devices may be inspected, on behalf of the Town, at any reasonable time.

(e) Waste of water or the violation of any water use regulation shall be considered grounds for the disconnection or suspension of water service to any customer, or water-using unit. The customer shall be responsible for complying with the regulations and/or restrictions, and violators of said regulations and/or restrictions will be subject to fines imposed by the Town and possible disconnection and/or suspension of water service.

**COMMUNITY INPUT:**

This memo is meant to be the beginning of actions our citizens can begin thinking about now. Our water conservation concerns need to start early and remain in place all summer long.

**BUDGET / STAFF IMPACT:**

Not Applicable

**STRATEGIC PLAN ALIGNMENT:**

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

**RECOMMENDED ACTION OR PROPOSED MOTION:**

This is a discussion and direction item only, no motion is requested.

**ATTACHMENTS:**

Not Applicable



**Staff Memo To:** Mayor and Town Council  
**From:** Rob Gutierrez, Town Manager  
**Date:** Updated April 11, 2026  
**Subject:** 2026 Colorado Legislative Update

## Purpose of Memorandum

The purpose of this memorandum is to provide Town Council with an informational update on several bills currently under consideration by the Colorado General Assembly that may have potential implications for municipalities, including possible operational, regulatory, or fiscal impacts on the Town.

Council members interested in discussing any of the legislation referenced in this memorandum may do so at the April 15, 2026, Town Council meeting. Staff will include an agenda item titled: **“Consideration of Council positions on select pending state legislation affecting local governments, including housing and municipal finance.”**

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## House Bill 26-1001: Residential Development on Qualifying Properties (HOME Act)

**Effective Date:** Became effective upon signature through the bill's safety clause; substantive land use requirements apply on or after December 31, 2027. Jurisdictions actively updating their land use codes on that date must complete updates and comply by June 31, 2028.

**Status: Became Law. Approved by both chambers and signed by the Governor on March 25, 2026.**

### Summary:

HB26-1001 (HOME Act) requires local governments with populations over 2,000 to allow residential development on certain publicly owned or nonprofit-owned properties of five acres or less through an administrative approval process beginning December 31, 2027. The law narrows where it applies through defined "qualifying properties" and "qualifying entities," includes broad exemptions, and limits certain zoning barriers while preserving core local regulatory authority.

### Key Points for Council

- Applies to local governments with populations over 2,000 and requires administrative approval of qualifying residential development on certain qualifying properties of five acres or less beginning December 31, 2027.
- Limits local discretion on height, unit count, and certain site design standards for qualifying projects.
- Exempts many parcels, including land without water or sewer service, industrial and agricultural land, floodway and floodplain properties, conservation easements, airport influence areas, and certain historic properties.
- Preserves local authority over infrastructure, building and fire codes, environmental regulations, impact fees, water and wastewater service review, inclusionary housing, subdivision regulations, historic district standards, public notice procedures, and short-term rental rules.
- Allows an alternative compliance option if the jurisdiction adopts a qualifying transferable development rights program and requires DOLA guidance by December 31, 2027.

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## House Bill 26-1114: Concerning an Allowed Minimum Lot Size for Subject Jurisdictions

**Effective Date:** When signed by Governor

### Status

2/3/26: Introduced to House

2/18/26: Scheduled for hearing at 1:30 P.M. at Transportation, Housing, & Local Government Committee

2/24/26: Bill passed second reading with amendments on the house floor

2/25/26: House voted on final passage at 3<sup>rd</sup> reading and approved the bill as amended



3/2/26: Introduced to Senate and assigned to Local Government and Housing

4/23/26 Hearing Scheduled Senate Local Government & Housing at 1:30 P.M.

## CML Position: Oppose

### Summary

HB26-1114 requires certain local governments (“subject jurisdictions”) to allow very small single-family home lots, down to 2,000 square feet, starting October 1, 2031. In other words, a city or county covered by the law can’t require a larger minimum lot size for a single-family home after that date. The bill’s stated goal is to reduce land costs and make starter homes more affordable by allowing smaller lots. It exempts parcels that aren’t on municipal water/sewer, that rely on wells or septic, or that are certain historic properties. Importantly, it does not take away local authority over infrastructure standards, building and fire codes, health and safety rules (floodplains, airport influence areas, etc.), impact fees, or requiring confirmation of water/wastewater capacity, those still apply.

### Summary of Approved Amendments

- **Expanded “Exempt” Category – Common Interest Communities Added**
  - Adds exemption for lots located within a **common interest community (CIC/HOA)** that was created before the jurisdiction comes into compliance.
- **Historic Property Clarified**
  - Historic exemption now cross-references statutory definitions of “historic property” and “historic district.”
- **Major Substantive Addition – Anti-Circumvention Clause**
  - Jurisdictions may not impose minimum frontage, setbacks, open space, or maximum lot coverage standards that have the “**practical effect**” of preventing construction of a single-family home on a 2,000 sq ft lot.
- **Applicability Clarification (ADUs & Group Homes)**
  - Specifies that the 2,000 sq ft protection applies even if the residential use allows ADUs or group homes.

### Key Points for Council

- **Minturn is *nota* “subject jurisdiction” under this bill**, so the requirements in HB26-1114 would **not apply** to the Town.
- The bill targets **larger cities and counties** (generally those over 50,000 population, as defined elsewhere in statute [including Eagle County](#)).
- For covered jurisdictions, the bill would **cap minimum lot sizes for single-family homes at 2,000 square feet** starting **October 1, 2031**.



## **House Bill 26-1119: Concerning the authority of local taxing entities to impose property taxes on the assessed value of land and the assessed value of improvements thereon at different mill levy rates**

**Effective Date:** August 12, 2026 (subject to referendum)

### **Status**

2/4/26: Introduced to House

4/16/26: Scheduled for hearing at House Finance Committee

**CML Position: Monitor**

### **Summary**

HB26-1119 lets cities, counties, and certain special districts choose to tax land and buildings at different property tax rates (a “split-rate” property tax), as long as the tax rate on buildings and improvements is no higher than the rate on land. The idea is to lower taxes on buildings and shift more of the tax burden onto land, which the bill argues would encourage housing construction, infill development, and productive use of property while discouraging land speculation and vacant or underused parcels. The bill prohibits using split rates for certain categories of property (like agricultural land, conservation easements, oil and gas, mining, renewable energy property, and state-assessed property), and it does not override TABOR or existing mill levy and revenue limits. It also adds transparency and reporting requirements, requiring local taxing entities and counties to clearly certify and publish the separate mill levy rates if they adopt this approach.

### **Key Points for Council**

- **Optional tool:** The bill lets Minturn choose a split-rate property tax; it does not require any change.
- **How it works:** The Town could tax land at a higher rate than buildings, but not the other way around.
- **Purpose:** Meant to encourage development and discourage land speculation.
- **Limits still apply:** TABOR and existing mill levy and revenue caps still control taxes.
- **Exclusions:** The split rate cannot be used on agricultural, conservation easement, oil and gas, mining, renewable energy, or state-assessed property.

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## **House Bill 26-1206: Concerning Improved Funding to Support Development**

**Effective Date:** January 1, 2027

### **Status**

2/12/26: Introduced to the House

3/23/26: Amended at House Finance Committee and referred to Appropriations

**CML Position: Amend**

### **Summary**

HB26-1206 authorizes city and county housing authorities, with governing body consent and voter approval, to levy a sales tax (up to 1%) or property tax (up to 5 mills) within their jurisdiction to fund affordable housing activities. Revenues must be used for the planning, financing, construction, and operation of housing serving low- and moderate-income households and are directed to the



housing authority. The bill also expands financing tools by allowing housing authorities to issue bonds backed by these revenues and strengthens urban renewal financing by authorizing developer-backed guarantees of tax increment revenues.

### Key Points for Council

- **Voter approval and equity finding required.** The governing body must approve the tax and adopt a resolution finding it equitably distributes costs before referring a TABOR-compliant ballot question.
- **Separate approval for each tax type.** Sales tax (up to 1%) and property tax (up to 5 mills) must each be independently approved by voters.
- **Revenue use restricted to affordable housing.** Funds must support housing projects and programs serving low- and moderate-income households.
- **Taxes administered through existing systems.** Sales tax is collected by the Department of Revenue; property tax is levied and collected through county systems with standard tax-lien priority.
- **Establishes TABOR spending base.** The first full year of revenue establishes the housing authority's initial spending limit.
- **Expands bonding authority.** Housing authorities may issue revenue or general obligation bonds backed by voter-approved revenues.
- **Strengthens TIF financing tools.** Urban renewal authorities may require developer guarantees of tax increment revenues, including payments in lieu of TIF, secured by liens with priority similar to property tax liens.

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## House Bill 26-1268: Measures to Advance Renewable Energy Projects on Previously Disturbed Lands

**Effective Date:** August 12, 2026 (subject to referendum)

### Status

2/19/26: Introduced to the House

3/11/26: Amended and passed House Energy & Environment Committee (11-0); referred to House Committee of the Whole

3/16/26: Approved on the House floor at third reading.

4/6/26: Heard at Senate Transportation & Energy Committee

4/10/26: Approved on Senate floor at the third reading.

4/11/26: House Consideration of Senate Amendments to House Bills 9:00 A.M.

### CML Position: Support

#### Summary

HB26-1268 allows local governments to designate “**Renewable Energy Reinvestment Areas**” on certain previously disturbed lands—such as brownfields, closed landfills, and former mining sites—to facilitate renewable energy and energy storage projects. If a site is designated, qualifying projects must be reviewed through an **administrative approval process based on objective standards** rather than discretionary review. The bill also allows **urban renewal authorities or county**



revitalization authorities to use tax increment financing (TIF) to help fund infrastructure supporting projects within these areas and requires utilities to provide grid interconnection capacity information within **30 days** of a request from a local government or developer.

### Key Points for Council

- **Local designation authority:** Cities, towns, and counties may designate eligible sites (such as brownfields, closed landfills, or former mining lands) as **Renewable Energy Reinvestment Areas** for renewable energy or energy storage projects.
- **Administrative project approval:** Renewable projects within these designated areas must be reviewed through an **administrative permitting process based on objective standards** after public hearing and outreach to affected communities.
- **Infrastructure financing option:** Urban renewal authorities or county revitalization authorities may use **tax increment financing (TIF)** revenues to help fund infrastructure supporting renewable energy projects in these areas.
- **Grid information requirement:** Electric utilities must provide **grid hosting capacity and interconnection information within 30 days** when requested for projects located in designated areas.
- **State guidance:** The Colorado Energy Office must publish guidance and resources on the permitting and development process for projects in these areas.

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## House Bill 26-1233: Property Tax Procedures for Nonresidential Properties

**Effective Date:** January 1, 2026

### Status

2/18/26: Introduced to the House

3/19/26: Amended at House Finance Committee and referred to the House for Second Reading

3/24/26: House second reading laid over daily – No amendments

4/11/26: House General Orders – Second Reading of Bills 9:00 A.M.

### CML Position: Monitor

### Summary

HB26-1233 modifies procedures for nonresidential property tax appeals in Colorado. As amended, the bill creates a petty offense for willfully submitting materially false valuation information, or for willfully aiding or advising the submission of false information, in connection with nonresidential property tax matters. The bill also allows counties to request that a nonresidential appeal filed with the Board of Assessment Appeals be heard in district court, but the request does not itself transfer the case. In addition, the bill directs the BAA or district court to consider changes in valuation information submitted during the appeal when weighing evidence and credibility, and provides that a taxpayer forfeits penalty interest on a refund only if a court finds the taxpayer committed the new offense. The bill applies to property tax years commencing on or after January 1, 2026.

### Key Points for Council

- Applies primarily to nonresidential property tax appeals, not residential property.



- Creates a petty offense for willfully submitting materially false valuation information or willfully assisting in the submission of false information.
- No longer directly transfers qualifying cases from the BAA to district court; instead, a county may file a motion expressing a preference for district court, and the taxpayer would need to withdraw and refile there.
- Requires the BAA or district court to consider changes in valuation information submitted by the taxpayer when weighing evidence and credibility.
- Limits forfeiture of penalty interest to cases where a court finds the taxpayer committed the new petty offense; the BAA cannot make that determination.
- Primarily affects county assessors and commercial property owners and could indirectly affect local property tax administration and revenues.

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## House Bill 26-1071: Concerning allowing a local government to locate an automated vehicle identification system on an interstate highway Act

**Effective Date:** August 12, 2026 (subject to referendum)

### Status

1/27/26: Introduced to the House.

2/17/26: Bill received 1 amendment on February 17 at the House Transportation, Housing, and Local Government Committee and passed to floor vote.

2/23/26: House voted on final passage at 3<sup>rd</sup> reading and approved the bill as amended.

3/19/26: Bill was heard in Senate Local Government & Finance Committee which voted 5-2 to send the bill to the full Senate.

3/27/26: Scheduled for Senate General Orders – Second Reading of Bills 10:00 A.M.

### CML Position: Support

#### Summary

**HB26-1071 allows the state and cities (including Denver) but not counties, to place and use automated vehicle identification systems (such as speed or enforcement cameras) on interstate highways like I-70.** Current law limits this authority to the state, but the bill expands it to local governments so they can enforce state or local traffic laws in designated areas. The measure clarifies where and how these systems may be used, while keeping the overall framework for automated enforcement in place.

#### Key Points for Council

- No impact on the Town of Minturn as we have no interstate highway within town boundaries
- Provided to Council and the public as informational

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## House Bill 26-1308: Concerning Lot Splitting Approval by Subject Jurisdiction

**Effective Date:** Upon Governor's signature; administrative lot-splitting requirement begins **December 31, 2027.**

### Status

3/2/26: Introduced to the House



3/17/26: Amended in House Transportation, Housing, and Local Government Committee; referred to the full House (8-4)

3/24/26: Passed House on third reading (39-26); awaiting Senate consideration

4/23/26: Scheduled for Hearing at Senate Local Government & Housing at 1:30 P.M.

## **CML Position: Oppose**

### **Summary**

HB26-1308 requires certain municipalities (“subject jurisdictions”) to approve the administrative splitting of a residential lot into two lots on or after December 31, 2027, if specified criteria are met. The bill applies to municipalities with populations of 1,000 or more that are located within a Metropolitan Planning Organization (MPO). The House-amended version establishes minimum lot-size standards, requires feasible access and utility service for both new lots, limits interior setback requirements between newly created lots in certain cases, and preserves local authority over infrastructure, life-safety, environmental, and other generally applicable development regulations. If Minturn is not within an MPO, the bill would not currently apply to the Town.

### **Key Points for Council**

- Requires subject jurisdictions to approve qualifying residential lot splits administratively on or after December 31, 2027.
- Applies only to municipalities with at least 1,000 population located within a Metropolitan Planning Organization.
- Requires each new lot to be at least 1,200 square feet; if the two lots are unequal, the smaller lot must be at least 30% of the original lot.
- Requires feasible access, utility easements, and compliance with specified Title 38 requirements for both new lots.
- Prohibits certain setback requirements along the new interior lot line and preserves local authority over infrastructure, utilities, life-safety codes, environmental regulations, development standards, impact fees, short-term rental laws, and historic district standards.
- Requires lienholder notice, written notarized consent, and recording before approval; a split approved without recorded consent is void.
- Would not apply to Minturn if the Town is not located within an MPO.

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## **House Bill 26-1313: Adjust Requirements Statewide Affordable Housing Fund**

**Effective Date:** Upon Governor’s signature; new housing target system applies beginning January 1, 2027.

### **Status**

3/2/26: Introduced in the House; assigned to House Transportation, Housing & Local Government.

3/25/26: Amended in House Transportation, Housing & Local Government; referred to the House Committee of the Whole.

3/30/26: Passed House second reading with amendments.



3/31/26: Laid over on House third reading.

4/2/26: Passed House on third reading.

4/8/26: Introduced in the Senate; assigned to Senate Local Government & Housing.

**4/23/26: Scheduled for hearing in Senate Local Government & Housing at 1:30 PM.**

## **CML Position: Amend**

### **Summary**

HB26-1313 modifies the requirements local governments must meet to remain eligible for funding from Colorado's Statewide Affordable Housing Fund. Beginning with the three-year cycle starting January 1, 2027, the bill replaces the current requirement to increase affordable housing units by 3% annually with a "target increase number" based on average local housing permits or equivalent approvals over the prior three years, adjusted by county job growth relative to the statewide median. The reengrossed bill also adds additional credit for certain qualifying affordable housing units, creates a good faith effort waiver for the 2024 cycle and an adjustment waiver for the 2027 cycle, and retains the requirement that local governments maintain an expedited development approval process for affordable housing to remain eligible for funding. Tribal governments beginning in 2027 are required to satisfy the expedited review requirement, but are treated differently from local governments under the new target framework.

### **Key Points for Council**

- Replaces the 3% annual requirement with a new target-based system starting in 2027.
- Bases the target on recent housing permits and county job growth.
- Provides extra credit for certain affordable housing unit types.
- Keeps eligibility for state funding tied to housing commitments and expedited review.
- Adds waiver options for jurisdictions that cannot meet the target.
- Allows regional credit-sharing agreements.



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## House Bill 26-1330: Alcohol Beverages Entertainment Districts

**Status: Died on the House Floor at Third Reading on 4/2/26**

### Summary

HB26-1330 would have modified state law governing entertainment districts and common consumption areas to expand local flexibility and clarify operational requirements. The bill would have removed the 100-acre size limit, reduced the minimum required licensed-premises footprint, allowed local licensing authorities to establish days and hours of operation for both the district and participating businesses, clarified that only licensed premises authorized to attach to a common consumption area could sell or serve alcohol for consumption within that area, and authorized additional state rulemaking related to public safety.

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## House Bill 26-1360: Affordable Housing Finance Fund

### Status

4/2/26: Introduced in the House; assigned to Appropriations.  
4/7/26: Referred unamended to the House Committee of the Whole.  
4/9/26: Passed House second reading.  
4/11/26: Passed House third reading without amendments.

**CML Position: Oppose**

### Summary

HB26-1360 is a budget package bill that shifts affordable housing money to help the state budget. It transfers **\$130 million** from the **State Affordable Housing Fund** to the **General Fund on June 30, 2026**, reduces the next transfer into the **Affordable Housing Financing Fund** by the same amount, and temporarily reprioritizes how remaining financing-fund dollars are allocated for FY 2026-27. The bill also clarifies that interest earned in the financing fund may be spent on projects funded by the fund.

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## House Bill 26-1398: Retail Delivery Fee Revenue Allocation

### Status

4/2/26: Introduced in the House; assigned to Appropriations.  
4/6/26: Referred unamended to the House Committee of the Whole.  
4/9/26: Passed House second reading without amendments.  
4/11/26: Passed House third reading without amendments.

**CML Position: Oppose**

### Summary

HB26-1398 is a budget package bill that shifts a larger share of retail delivery fee revenue from local multimodal transportation projects to state multimodal projects. Beginning July 1, 2026, it changes the allocation of revenue credited to the Multimodal Transportation and Mitigation Options Fund from 85% local / 15% state to 70% local / 30% state.



## House Bill 26-1399: Eliminate General Fund Transfer to Multimodal Transportation Fund

### Status

4/2/26: Introduced in the House; assigned to Appropriations.  
4/6/26: Referred unamended to the House Committee of the Whole.  
4/9/26: Passed House second reading with amendments.  
4/11/26: Passed House third reading without amendments.

### CML Position: Oppose

### Summary

HB26-1399 is a budget package bill that eliminates future annual **\$10.5 million General Fund transfers** to the **Multimodal Transportation and Mitigation Options Fund**. Under current law, those transfers were scheduled to continue each July 1 through 2031; the bill stops them after the July 1, 2025 transfer. **HB26-1399 eliminates future annual General Fund transfers to CDOT's Multimodal Transportation and Mitigation Options Fund, reducing funding available for transit, bicycle, pedestrian, and other multimodal transportation projects.**

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## Senate Bill 26-098: State and Local Noise Abatement Authority

**Effective Date:** Immediately upon the Governor's signature.

### Status

2/11/26: Introduced in the Senate; assigned to Senate Local Government & Housing.  
3/12/26: Referred unamended by Senate Local Government & Housing to the Senate Committee of the Whole.  
3/17/26: Passed Senate second reading without amendment.  
3/18/26: Passed Senate third reading.  
3/19/26: Introduced in the House; assigned to House Transportation, Housing & Local Government.  
4/7/26: Laid over unamended in House Transportation, Housing & Local Government; amendments failed.  
**4/14/26: Scheduled for House Transportation, Housing & Local Government upon adjournment.**

### CML Position: Support

### Summary

SB26-098 clarifies that Colorado's statewide noise limits do not apply to three additional categories: property owned or controlled by the state or a political subdivision; property operating under a local government permit or license that addresses sound emitted, including sound levels and hours; and property owned or controlled by a nonprofit entity for cultural, entertainment, athletic, or patriotic events. The bill also specifies that local permits or licenses may be more or less restrictive than state noise limits and reaffirms that the statute does not preempt or limit local government authority to regulate noise abatement.

### Key Points for Council

- Clarifies that statewide noise limits do not apply to state- or locally owned or controlled property.



- Allows local governments to regulate sound through permits or licenses that can be more or less restrictive than state standards.
- Exempts nonprofit-owned or controlled property used for concerts, festivals, fireworks, and similar events, including certain lessees and users with written permission.
- Reaffirms that local governments retain authority to regulate noise within their jurisdictions.

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## Senate Bill 26-116: Property Tax & Municipal Lodging Tax Authority

**Effective Date:** August 12, 2026 (subject to referendum)

### Status

2/19/26: Introduced to the Senate

4/14/26: Scheduled for a hearing at Senate Finance Committee 2:00 P.M.

### CML Position: Amend

#### Summary

SB26-116 authorizes municipalities, with voter approval, to levy a lodging tax of up to 6% for specified purposes such as tourism marketing, workforce housing and childcare, infrastructure, and public safety, with the tax collected and administered by the state. The bill also limits new or expanded municipal lodging taxes outside this framework beginning in 2027, clarifies how lodging properties are valued for property tax purposes, extends the portable qualified-senior property tax benefit, and increases the business personal property tax exemption to \$60,000 while ending state reimbursement for that exemption beginning in 2027.

#### Key Points for Council

- **Voter approval required; revenue use restricted.** Any municipal lodging tax must be approved by voters, must specify the rate and permitted uses, and revenues must be placed in a dedicated fund limited to tourism marketing, workforce housing/childcare, infrastructure, or public safety.
- **State-administered collection.** The Department of Revenue will collect and administer the tax and may retain up to 3⅓% for administrative costs.
- **Existing taxes may continue but cannot expand without voter approval.** Lodging taxes adopted before January 1, 2027 may remain in place, but rate increases, base expansions, or material changes in use must comply with the new statutory framework.
- **Potential revenue impacts.** Increasing the business personal property exemption to \$60,000 (and ending state reimbursement) may modestly affect local revenues, and including resort fee income in lodging property valuation may affect hotel assessments.



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## **FUTURE MEETING AGENDA ITEMS**

Below reflects proposed topics to be scheduled at future Town Council meetings and is informational only. Dates and topics are subject to change.

### **May 6, 2026:**

- Impact Fee Study Discussion / Presentation (BBC Research)
- RTAP Presentation
- Appoint new Council member (and appoint committees)
- Re-appointment of Municipal Judges
- Resolutions for grant opportunities:
  - CPW Human-Bear Conflict Reduction Grant
  - CO Circular Communities Impact Grant

### **May 20, 2026:**

- Presentation from SpeakUp, ReachOut
- FY2025 Audit acceptance

### **June 3, 2026:**

- Presentation from Blair McGeary with Xcel Energy (45 minutes)
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### **June 17, 2026**

- Resolution to Re-Appoint DDA Board Members
- Ordinance \_\_ (First Reading) - An Ordinance Adopting the 2024 Model Traffic Code (with Amendments and Updated Court Fines / Fees Schedule) – Legal/Krieg & Brunvand
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### **Dates to be Determined / Long Term Scheduling:**

- Flavored Tobacco Ban Discussion (Discussion / Direction)
- Minturn Forward Zoning and Subdivision Code Adoption
- Adoption of the updated Regional Housing Authority Action Plan