



## AGENDA

### Executive Session 4:30 / Town Council 5:30

Wednesday, December 18, 2024

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

---

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

This agenda and meetings can be viewed at [www.minturn.org](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/89846878798>

**Zoom Call-In Information:** 1 651 372 8299 or 1 301 715 8592 **Webinar ID:** 898 4687 8798

**Please note:** All virtual participants are muted. In order to be called upon an unmuted, you will need to use the “raise hand” feature in the Zoom platform. When it’s your turn to speak, the moderator will unmute your line and you will have five (5) minutes for public comment.

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

#### 1. CALL TO ORDER

#### 2. ROLL CALL AND PLEDGE OF ALLEGIANCE

#### 3. EXECUTIVE SESSION (4:30 PM)

- A. An Executive Session pursuant to CRS Section 24-6-402(4)(b) for the purposes of consulting with the attorney to receive legal advice on legal questions and CRS Section 24-6-402(4)(e), for the purposes of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators, related to the following matters:

Town Manager Transition

Retention of Recruiting Firm

Water Moratorium

#### 4. APPROVAL OF CONSENT AGENDA

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

[A.](#) 12-04-2024 Minutes

**5. APPROVAL OF REGULAR AGENDA**

Opportunity for amendment or deletions to the agenda.

**6. DECLARATION OF CONFLICTS OF INTEREST**

**7. PUBLIC COMMENT**

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

**8. COUNCIL COMMENTS & COMMITTEE REPORTS**

**9. STAFF REPORTS**

[A.](#) Manager's Report

**10. SPECIAL PRESENTATIONS**

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

**11. BUSINESS ITEMS**

Items and/or Public Hearings listed under Business Items may be old or new and may require review or action by the Council.

[A.](#) Ordinance 24-Series 2024 (Second Reading) An Ordinance Increasing the Short Term Rental Lodging Tax to 6.5%

[B.](#) Ordinance 25 - Series 2024 (Second Reading) An Ordinance Establishing the Minturn Downtown Development Authority

[C.](#) Resolution 65 - Series 2024, A Resolution to approve a professional services agreement for window replacement at Town Hall

[D.](#) Authorizing Staff to enter into an agreement with a management recruiter up to a maximum dollar amount for the purpose of recruiting a Town manager.

**12. DISCUSSION / DIRECTION ITEMS**

[A.](#) Water treatment Plant Direction

**13. FUTURE AGENDA ITEMS**

[A.](#) Future Meeting Topics

**14. ADJOURN**

## **INFORMATIONAL ONLY ITEMS**

Upcoming Council Meetings and Events:

- December 25, 2024 - Town Hall Closed (Christmas Day)
- January 1, 2025 - Town Hall Closed (New Years Day) - Town Council Meeting Canceled due to Holiday
- January 3, 2025 - January First Friday at Steammaster
- January 10, 2025 - Christmas Tree Bonfire
- January 15, 2025 - Town Council Meeting
- January 20, 2025 - Town Hall Closed (Martin Luther King Jr. Day)



# OFFICIAL MINUTES

## Work Session (4:30) / Town Council Meeting (5:30)

Wednesday, December 04, 2024

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

---

The agenda is subject to change, including the addition of items 24 hours in advance or the deletion of items at any time. The order of agenda items listed are approximate. This agenda and meetings can be viewed at [www.minturn.org](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/89579699313>

**Zoom Call-In Information:** 1 651 372 8299 or 1 301 715 8592 **Webinar ID:** 895 7969 9313

**Please note:** All virtual participants are muted. In order to be called upon an unmuted, you will need to use the “raise hand” feature in the Zoom platform. When it’s your turn to speak, the moderator will unmute your line and you will have five (5) minutes for public comment.

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

### 1. WORK SESSION (4:30 PM)

- A. Minturn Forward: Chapter 16 Article 5 Review

Note: The Work Session was a joint meeting with the Planning Commission members (Lynn Teach, Jeff Armistead, Michael Boyd, and Amanda Mire).

Note: the Work Session was recorded on ZOOM.

### 2. CALL TO ORDER

Mayor Earle B. called the meeting to order at 5:35pm.

**3. ROLL CALL AND PLEDGE OF ALLEGIANCE**

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

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

**4. APPROVAL OF CONSENT AGENDA**

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

- A. 11-20-2024 Minutes
- B. Liquor License Renewal - Rocky Mountain Taco

Motion by Gusty K., second by Kate S., to approve the Consent Agenda of December 4, 2024, as presented. Motion passed 7-0.

**5. APPROVAL OF REGULAR AGENDA**

Opportunity for amendment or deletions to the agenda.

Motion by Eric G., second by Kate S., to approve the Agenda of December 4, 2024, as presented. Motion passed 7-0.

**6. DECLARATION OF CONFLICTS OF INTEREST**

**7. PUBLIC COMMENT**

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

**8. COUNCIL COMMENTS & COMMITTEE REPORTS**

Gusty K. noted how well the Public Works crew did during the recent storms.

Earle B. noted the First Friday with the tree lighting and the Saturday market.

**9. STAFF REPORTS**

- A. Manager's Report

**License Plate Reader Proposal**

The Eagle County Sheriff’s Office has provided materials for the consideration of purchasing and installing license plate readers (LPRs) within the Minturn town boundaries. The proposal and supporting informational materials are included with this report. License plate readers are already being utilized in Gypsum, Avon, and Vail. The goal is for the regional, state and federal law enforcement teams to be able to collaborate on solving crimes. Town staff seeks the Council’s feedback on your support or opposition to the purchase of these devices.

Deputy Harrison, ECSO, spoke of the proposal and how it works currently in the county, noting several successes. The Readers run over \$10,000, although pricey, they are extremely useful in safety and investigative needs. Currently there are no readers on Hwy 24. This would be a town funded purchase, and they estimate the need for two cameras. Direction was to proceed with looking at grants and other funding methods to move forward with this opportunity.

**Downtown Water Tank Holiday Lights Update**

Staff continue to explore ways to utilize solar power for the holiday lights at the downtown water tank. The lights work if they are plugged into an electrical power source but have yet to properly function via the solar option which is preferred.

**Main Street Phase II Sidewalks**

The team is working toward grant opportunities for the completion of the Main Street Phase II Sidewalk project, however all CDOT grants are estimating an 18-month grant contract approval process and therefore will not fit into the current construction schedule for Minturn’s Spring 2025 construction period. We will continue to look for opportunities, but any additional sidewalk construction will most likely come via a future construction period.

**Dolores Bridge Truss Opportunity Investigation**

Staff have submitted to the Colorado Bridge Replacement and Historic Preservation programs our interest to further investigate the reuse of the Dolores bridge in the current Bellm Bridge location. It is unknow if this will be a viable alternative, however it remains worth investigating. We remain hopeful the grant committee also sees this as a benefit worth funding.

**Minturn Seniors Lunch & Bingo**

Our office staff visited the Minturn Seniors Lunch on Friday, November 22nd at the Vail Ski and Snowboard Academy. Thirteen rounds of bingo were played, a lovely lunch was served and then cake was enjoyed by all for a birthday celebration. Council members are encouraged to schedule time at an upcoming senior’s lunch as the experience is invaluable.

**DOLA Grant – Retaining Wall Repairs/Playground Equipment Match**

The request has been submitted to match the retaining wall repair funds with funds to replace the playground equipment. Once the Town receives this approval, staff will coordinate a community feedback session on the kind of playground equipment Minturn youth would like to have installed. More to come.

**Railroad Ave Pedestrian Safety Improvements**

With the PUC approval for the Railroad Ave Pedestrian improvements, staff will create the RFP and plan to go to Ad by mid-winter in preparation for a spring construction start date.

**Taylor St Neighborhood Meeting**

Inter-Mountain Engineering has completed the survey work for Taylor Street. With this in hand, staff would like to hold a neighborhood meeting with Taylor Street residents, preferable on-site if weather permits, to review the feedback received during the last Taylor St paving discussion. We would like to correlate the feedback received with the surveyed topography and on-site inspections to ensure we're making as many needed improvements as the budget will allow. More information to follow about a date/time for the neighborhood meeting.

**Community Energy Efficiency Program**

Minturn supports the Community Energy Efficiency Program operated by Walking Mountains Science Center. Currently, the Town pays \$2500 annually administratively to manage the program and market the rebates for Minturn residents. Attached is a copy of the program use and costs to date. As you will see, Minturn is paying more in program administration costs than toward providing residents with rebates. With this in mind, Minturn will bring the administration of the community rebates offered in-house so as to save the \$2500 annual cost but still allow for the full use of the program by Minturn residents.

**10. SPECIAL PRESENTATIONS**

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

**11. BUSINESS ITEMS**

Items and/or Public Hearings listed under Business Items may be old or new and may require review or action by the Council.

- A. Resolution 64, Series 2024 - A Resolution Appointing a Board Member to the Minturn Education Fund Board

Council is asked to review and consider the applications of interest for the vacant Education Fund Board seat. Additionally, one Council member (either Eric Gotthelf or Kate Schifani) is asked to step down so as to keep the board to five members. With the support of the Town Council, the Education Fund Board may at their discretion consider amending the Articles of Incorporation to allow for the creation of additional board seats if so inclined. The Minturn Education Fund was established in 2014 through funds contributed by the Battle Mountain/Ginn project as part of the 2008 Annexation Agreement. The Education Fund (also commonly known as the Scholarship Fund) was established to provide educational scholarships to Minturn residents of all ages for a wide variety of educational purposes. The Board typically meets two to three times a year and holds interviews for scholarship applicants prior to financial awards.

Eric G. agreed to step down from the board.

Applicants introduced themselves and stood for questions.

Balloting results:

Vote #1

Diana Scherr	Total Votes: Withdrew application
Christina Gosselin	Total Votes: 5 Appointed
Lindsey Adams	Total Votes: 2

Motion by Gusty K., second by Eric G., to approve Resolution 64 – Series 2024 appointing Christina Gosselin to the Minturn Education Fund Board as presented. Motion passed 7-0.

**B. Ordinance 21 - Series 2024 (Second Reading) An Ordinance Creating a Supplemental Appropriation to the 2024 Town of Minturn Budget**

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

Public Hearing Opened  
No Public Comment  
Public Hearing Closed

Motion by Tom P., second by Kate S., to approve Ordinance 21 - Series 2024 (Second Reading) An Ordinance Creating a Supplemental Appropriation to the 2024 Town of Minturn Budget as presented. Motion passed 7-0.

**C. Ordinance 22 - Series 2024 (Second Reading) An Ordinance Levying General Property Taxes for the Year 2025, to Meet General Operating Costs of Government for the Town of Minturn, Colorado for the 2025 Budget Year**

This is an annual Ordinance setting forth and approving the Fiscal Year 2024 mill levy on Second Reading. It was noted from First Reading the assessed value increased from \$47,065,300 to \$47,191,800 and as a result the anticipated revenue increased from \$844,069 to \$846,338; an increase of \$2,269.

Public Hearing Opened  
No Public Comment  
Public Hearing Closed

Motion by Kate S., second by Gusty K., to approve Ordinance No. 22 – Series 2024 (Second Reading), an ordinance levying general property taxes for the year 2025, to meet general operating costs of government for the Town of Minturn, Colorado for the 2025 budget year as presented. Motion passed 7-0.

**D. Ordinance 23 - Series 2024 (Second Reading) An Ordinance Approving Revenues, Appropriating Expenditures, Approving Transfers and Adopting the Town of Minturn Budget for the Period Beginning on the First Day of January 2025 and Ending on the Last Day of December 2025**

This is an annual Ordinance appropriating all estimated beginning fund balances, revenues, and expenses in each fund and adopting the FY2025 budget. It was noted the only change from First Reading was to reflect the minor change in the increased mill levy.

Public Hearing Opened  
No Public Comment  
Public Hearing Closed

Motion by Gusty K., second by Eric G., to approve Ordinance No. 23 – series 2024 (second reading) an Ordinance appropriating revenues, appropriating expenditures, approving transfers and adopting the Town of Minturn budget for the period beginning on the first day of January, 2024 and ending on the last day of December, 2024 as presented. Motion passed 7-0.

**E. Resolution 62 - Series 2024 Adopting the 2025 Town of Minturn Fee Schedule**

Council is asked to approve Resolution 62 – Series 2024 to adopt the Annual Fee Schedule. This is an annual Resolution setting forth and approving the various fees proposed for the Fiscal Year 2024. The Town Municipal Code has many fees cited in various areas of the Code. This Resolution combines those fees into one document. It is important to note that in the event a fee conflicts with the Code, the Code will prevail. The fee schedule has been discussed in previous meetings with council and each department, and changes to the fees are reflected in the schedule. All fees will be effective January 1, 2025. It is noted that the fees are set administratively and are allowed by law to be changed year to year as necessary; whereas, a tax, such as the town’s mill levy and sales tax, is set by the voters and can only change via a formal election of the citizens.

It was noted that the 2025 water rates do not reflect an increase. A presentation on water plant options will be held at the 12/18 meeting and rates may be directed at that time.

Public Hearing Opened  
No Public Comment  
Public Hearing Closed

Motion by Tom P., second by Kate S., to approve Resolution 62 – Series 2024 Adopting the 2025 Town of Minturn Fee Schedule as presented. Motion passed 7-0.

**F. Resolution 63 - Series 2024 A Resolution Adopting the Net Zero Roadmap**

This Resolution formalizes and adopts the Net Zero Roadmap discussed at the November 20<sup>th</sup> Council Meeting. At that meeting, Council requested this be brought forward for official adoption.

Public Hearing Opened

No Public Comment  
Public Hearing Closed

Motion by Eric G., second by Gusty K., to approve Resolution 63 - Series 2024 A Resolution Adopting the Net Zero Roadmap as presented. Motion passed 7-0.

**G. Ordinance 24-Series 2024 (First Reading) An Ordinance Increasing the Short-Term Rental Lodging Tax to 6.5%**

On November 5, 2024, the voters approved increasing the Lodging Tax from 1.5% to 6.5% for Residential properties. This increase applies to ONLY residential short-term rentals of 30days or less. It does NOT apply to commercial short-term rentals as those properties pay a much higher property tax than residential properties. This increase will be effective January 1, 2025. It is estimated this will result in additional revenue in the amount of \$20,000 in 2025. These additional funds will be restricted to community projects, visitor impacts, parking improvements, and on other capital purposes as determined by Council.

Public Hearing Opened  
No Public Comment  
Public Hearing Closed

Motion by Tom P., second by Eric G., to approve Ordinance 24 – Series 2024 (First Reading) an Ordinance amending Section 4-4-40 of the Minturn Municipal Code to provide for the implementation of proposed taxing measure referred to the town electors as presented. Motion passed 7-0.

**H. Ordinance 25 - Series 2024 (First Reading) An Ordinance Establishing the Minturn Downtown Development Authority**

The Town of Minturn held a special election on November 5, 2024, regarding the creation of a Minturn Downtown Development Authority. The measure passed by majority vote. The DDA must now be officially formed according to State Statute. A Downtown Development Authority functions as quasi-municipal corporation which is intended to halt or prevent deterioration of property values or structures in a Central Business District. To this end, a DDA is focused with finding ways for improving real estate development, infrastructure, and operations of a downtown area. It does this by leveraging any future increase in assessed property valuations within the approved DDA boundary. This allows the DDA to reinvest in Minturn’s downtown and keep money in Minturn which would have otherwise gone to the bevy of other organizations that see revenue through property taxes. This is all done through a mechanism called Tax Increment Financing (TIF). A DDA has a lifespan of 30 years with the potential to be extended by an affirmative action of the Council.

Tom P. agreed to sit as the Council Member.

Brian R. asked if the public approves a question in an election, is the council required to pass the law; no it is not and is exemplified with the Medical Marijuana in the early 2010’s.

Public Hearing Opened

Mr. Spense Neubauer, 161 Main Street, encouraged not more than one Council Member

Mr. Larry Stone, 152 Main Street, is concerned that at least three property owner’s vs just stakeholders.

The discussion directed that “B’ of Section 3 be deleted.

Public Hearing Closed

Motion by Kate S., second by Lynn F., to approve Ordinance 25 – Series 2024 (First Reading) an Ordinance of the Town of Minturn creating and establishing the Minturn Downtown Development Authority in the Town of Minturn and determining organizational aspects of the Minturn Downtown Development Authority Board and providing other details related thereto as amended to reflect that Section 3B be deleted. Motion passed 7-0.

**12. DISCUSSION / DIRECTION ITEMS**

**13. FUTURE AGENDA ITEMS**

A. Future Meeting Topics

**14. ADJOURN**

Motion by Kate S., second by Eric G., to adjourn at 6:33pm.

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

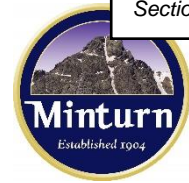
ATTEST:

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

**INFORMATIONAL ONLY ITEMS**

Upcoming Council Meetings & Events:

- December 6, 2024 - First Friday & Tree Lighting
- December 18, 2024 - Town Council Meeting
- December 25, 2024 - Town Hall Closed (Christmas Day)
- January 1, 2025 - Town Hall Closed (New Years Day) - Town Council Meeting Canceled



To: Minturn Town Council  
From: Michelle Metteer  
Date: December 18, 2024  
RE: Town Manager Update

---

**Railroad Ave Pedestrian Improvements Grant Extension**

Minturn is excited to have received approval from the Public Utilities Commission for the planned improvements along Railroad Ave to increase pedestrian, bicycle and vehicular safety. Due to the delay in receiving the PUC approval, Minturn will be submitting an extension request to begin construction in the spring of 2025. Inter-Mountain Engineering is now working on an RFP for advertising.

**Eagle River Quiet Title Progress**

I have continued working with Rob Marsh, Jester, Gibson & Moore in preparation for the Eagle River Quiet Title work. The Council was emailed the draft notice to residents several weeks ago and staff anticipates the notification will be mailed out just after the first of the year. Again, this effort is for the riverbed only and will not be impacting anyone’s already titled property. Rob Marsh, Esq. will be the primary point of contact for this effort.

**Main Street Phase II Sidewalks – Permanent Easement Acquisition**

CDOT is awaiting Minturn’s first reimbursement request, which Jay Brunvand is putting together now. Once submitted, the Town can advertise for the project and for construction management services simultaneously. Additionally, the Town will be seeking as part of this project a permanent easement from Vail Associates (VA) for drainage across a parcel of land VA owns between HWY 24 and the river. Greg Jamison with HDR Inc. is leading this acquisition process and is subcontracted through Stolfus Engineering.

**Highlands Parcel Public Discussion Preparation**

Staff are preparing the materials to conduct a public outreach and discussion process to determine how the recently acquired parcels (part of the Battle North settlement) will be utilized. As part of this process a webpage is being created providing background material and information on the two parcels themselves. This will also be turned into an informational flyer for those who do not have access to the internet. An e-blast is expected to go out the week of January 6, 2025, notifying Minturn residents of this effort in hopes of garnering public discussion and feedback. **The tentative Open House date for gathering initial feedback is scheduled for January 29, 2025.**

**First Friday Events Update - December**

Minturn conducted the fourth First Friday event on December 6, 2024. This First Friday event was combined with the annual Town Tree Lighting given the geographic proximity of the two and staff has received positive feedback on the combining of the two events. Economic Development Coordinator, Cindy Krieg, has provided a post-event synopsis which is included with this manager’s report for further review.

**VisitMinturnRedCliff.com**

Minturn and Red Cliff, through a grant from the Colorado Tourism Office, have created the [www.VisitMinturnRedCliff.com](http://www.VisitMinturnRedCliff.com) website and corresponding visitor guide to support responsible outdoor recreation in these areas. Printed guides will be available at the Eagle Valley Airport, short-term rentals, and all area hotels, as well as Minturn and Red Cliff businesses and Town Halls.



To: Town Manager, Michelle Metteer  
From: Cindy Krieg  
Date: December 10, 2024  
Subject: December First Friday Event Recap

**MEMORANDUM:**

The recent introduction of Minturn First Fridays has been well received. These events began in September and have had consistently strong attendance. Town staff have received significant positive feedback from both attendees and participating businesses.

For the December First Friday, staff tried something new – a combined First Friday event with the Tree Lighting. While this created some logistical challenges, overall – the event was a major success. Below is a recap / summary of what took place.

Attendance:

Staff anticipated approximately 100 people, but it is difficult to estimate attendance for these events, especially when it’s a holiday event. The actual attendance was in excess of 200 and is estimated at likely around 250. To compare this to the solo tree lighting event in years past – a strong turnout for that event has typically been around 50 (average is 25 – 40). Attendance at previous tree lightings was primarily just families who lived in the immediate vicinity and could walk over. Attendance at the December First Friday event included residents from all parts of Minturn and beyond.

Given the strong turnout for the First Friday, it seems apparent that our community would like to see more of these types of events.

Feedback:

Both Town staff and the event hosts (Eagle River Whisky), have received very positive feedback. Several residents have commented that they hope this will be the first of a new tradition.

Logistics:

The only challenge with combining the two events is that we were not able to effectively do some of the activities associated with previous tree lighting events. Due to the large crowd and being noisy, it is recommended that going forward – if the two events are combined (which there is strong interest in), that the Town do only the lighting of the tree and at a specific time. For example, if the First Friday event is from 4-6pm, we would light the tree at exactly 6pm and do away with the other parts of the former tree lighting event.

We will also plan and prepare for a larger crowd in the future, so the event can be more efficient overall.

**STAFF RECOMMENDATION:**

- Combine the December First Friday and Minturn Tree Lighting going forward, with the tree lighting part of the event consisting of just lighting the tree.



To: Mayor and Council  
From: Jay Brunvand  
Date: December 7, 2022  
Agenda Item: Ordinance 24 – Series 2024 Short Term Rental tax increase

---

**REQUEST:**  
Council is asked to approve Ordinance 24 – Series 2024 Short Term Rental tax increase.

**INTRODUCTION:**  
On November 5, 2024 the voters approved increasing the Lodging Tax from 1.5% to 6.5% for Residential properties. This increase applies to ONLY residential short term rentals of 30days or less. It does NOT apply to commercial short-term rentals as those properties pay a much higher property tax than residential properties. This increase will be effective January 1, 2025.

**ANALYSIS:**  
N/A

**COMMUNITY INPUT:**  
N/A

**BUDGET / STAFF IMPACT:**  
This is an increased lodging tax on residential units rented 30days or less. It is estimated this will result in additional revenue in the amount of \$20,000 in 2025. These additional funds will be restricted for community projects, visitor impacts, parking improvements, and an other capital purposes as determined by Council.

**STRATEGIC PLAN ALIGNMENT:**  
In accordance with Strategy #1 to practice fair, transparent, and communicative local government and in accordance with Strategy #4 to advance decisions, projects, and initiatives that expand future opportunity and viability for Minturn.

**RECOMMENDED ACTION OR PROPOSED MOTION:**  
“Motion to approve Ordinance 24 – Series 2024 an Ordinance amending Section 4-4-40 of the Minturn Municipal Code to provide for the implementation of proposed taxing measure referred to the town electors.

**ATTACHMENTS:**  
• Ordinance 24 – Series 2024

**ORDINANCE 24 – SERIES 2024**

**AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO, AMENDING SECTION 4-4-40 OF THE MINTURN MUNICIPAL CODE TO PROVIDE FOR THE IMPLEMENTATION OF PROPOSED TAXING MEASURE REFERRED TO THE TOWN’S ELECTORS.**

**WHEREAS**, the Town of Minturn, in the County of Eagle and State of Colorado (the "Town"), is a home rule municipal corporation duly organized and existing under laws of the State of Colorado and the Town Charter (the "Charter"); and

**WHEREAS**, the members of the Town Council of the Town (the "Council") have been duly elected and qualified; and

**WHEREAS**, Section 8.2 of the Minturn Municipal Code (the “MMC”) provides for the levy of increased taxes for municipal purposes; and

**WHEREAS**, Article X, Section 20 of the Constitution ("TABOR") requires voter approval for incurring debt, the creation of any tax, and for spending certain moneys above limits established by TABOR; and

**WHEREAS**, by Ordinance No. 17, Series 2024, the Council authorized the Town to certify to the Town’s electorate a ballot question to levy an increase of the Lodging Tax on short-term rentals of residential property not including hotels, motels, hotel- or motel-suites, bed and breakfast establishments, or dormitories, from 1.5% to 6.5%; and

**WHEREAS**, on November 5, 2024, a majority of electors in the Town approved the ballot measure increasing the Lodging Tax on short-term rentals of residential property to 6.5%; and

**WHEREAS**, the ballot measure approved on November 5, 2024 authorized the Lodging Tax revenues to be used for community projects and services addressing visitor impacts in the areas of recreation, public safety, street improvements, parking improvements, and any other capital purposes as determined by the Council;

**WHEREAS**, the Council finds and declares that the amendment of Section 4-4-40 of the MMC set forth below and incorporated herein by this reference, to implement the will of the Town’s electors by providing for the levy of such taxes in the event that the electors approve, is in the best interests of the Town.

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

Section 1. Recitals. The foregoing recitals are incorporated herein as if set forth in full.

Section 2. Amendment of Section 4-4-40. Section 4-4-40 of the MMC is hereby amended as follows:

**Sec. 4-4-40. - Imposition and rate of tax.**

(a) There is levied and shall be paid and collected a tax of one and one-half percent (1.5%) on the price paid for the leasing or rental, for less than thirty (30) consecutive days, of any lodging accommodation in the Town including hotels, motels, hotel- or motel-suites, bed and breakfast establishments, or dormitories, but excluding short-term rentals.

(b) There is levied and shall be paid and collected a tax of six and one-half percent (6.5%) on the price paid for the leasing or rental, for less than thirty (30) consecutive days, of lodging accommodations at short-term rentals, but excluding hotels, motels, hotel- or motel-suites, bed and breakfast establishments, or dormitories. Annual revenues from this tax shall be used for community projects and services addressing visitor impacts in the areas of recreation, public safety, street improvements, parking improvements, and any other capital purposes, as determined by the Town Council.

Section 3. Approval of Ballot Issue. A majority of the votes cast on the ballot issue submitted at the election was in favor of such ballot issue, thereby authorizing the Town acting through the Council to proceed with the necessary actions in accordance with the ballot issue which has been so approved.

Section 4. Effective Date. Upon passage of this Ordinance, the provisions hereof shall become effective on January 1, 2025.


Section 10. The officers of the Town are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this resolution.

Section 11. If any section, subsection, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, or provision shall in no manner affect any remaining provisions of this resolution, the intent being that the same are severable.

Section 12. All orders, resolutions, bylaws, ordinances or regulations of the Town, or parts thereof, inconsistent with this resolution are hereby repealed to the extent only of such inconsistency.

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 4<sup>th</sup> DAY OF DECEMBER 2024. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 18<sup>th</sup> DAY OF DECEMBER, 2024 AT 5:30 p.m. AT THE MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.

TOWN OF MINTURN, COLORADO

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

ATTEST:

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



THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE ENACTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEB SITE THIS 18<sup>th</sup> DAY OF DECEMBER, 2024.

TOWN OF MINTURN, COLORADO

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

ATTEST:

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

STATE OF COLORADO )  
 )  
COUNTY OF EAGLE ) SS.  
 )  
TOWN OF MINTURN )

I, Jay Brunvand, the Town Clerk of the Town of Minturn, Colorado (the “Town”), do hereby certify:

1. The foregoing pages are a true and correct copy of an Ordinance (the “Ordinance”) passed and adopted by the Town Council of the Town (the “Council”) at a regular meeting of the Council held on December 4, 2024.

2. The Ordinance was duly introduced, moved and seconded and passed on at the regular meeting of December 4, 2024, by an affirmative vote of a majority of the members of the Council as follows:

Name	"Yes"	"No"	Absent	Abstain
Earle Bidez, Mayor	XX			
Eric Gotthelf, Mayor Pro Tem	XX			
Lynn Feiger, Councilman	XX			
Gusty Kanakis, Councilman	XX			
Tom Priest, Councilman	XX			
Brian Rodine, Councilman	XX			
Kate Schifani, Councilman	XX			

The Ordinance was duly introduced, moved and seconded and passed on at the regular meeting of December 18, 2024, by an affirmative vote of a majority of the members of the Council as follows:

Name	"Yes"	"No"	Absent	Abstain
Earle Bidez, Mayor				
Eric Gotthelf, Mayor Pro Tem				
Lynn Feiger, Councilman				
Gusty Kanakis, Councilman				
Tom Priest, Councilman				
Brian Rodine, Councilman				
Kate Schifani, Councilman				

1. The members of the Council were present at the meeting and voted on the passage of such Resolution as set forth above.

2. The Ordinance was approved and authenticated by the signature of the Mayor, sealed with the Town seal, attested by the Town Clerk and recorded in the minutes of the Council.

3. There are no bylaws, rules or regulations of the Council which might prohibit the adoption of said Ordinance.

4. Notice of the regular meeting of December 4, 2024 and December 18, 2024, are attached hereto as Exhibit A was posted at the Minturn Town Hall, 302 Pine St, Minturn, Colorado, not less than twenty-four hours prior to the meeting in accordance with law.

---

Town Clerk

(SEAL)

EXHIBIT A  
(Attach Notice of Meeting)



# AGENDA

## Work Session (4:30) / Town Council Meeting (5:30)

Wednesday, December 04, 2024

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

The agenda is subject to change, including the addition of items 24 hours in advance or the deletion of items at any time. The order of agenda items listed are approximate.  
This agenda and meetings can be viewed at [www.minturn.org](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/89579699313>

**Zoom Call-In Information:** 1 651 372 8299 or 1 301 715 8592 **Webinar ID:** 895 7969 9313

**Please note:** All virtual participants are muted. In order to be called upon an unmuted, you will need to use the “raise hand” feature in the Zoom platform. When it’s your turn to speak, the moderator will unmute your line and you will have five (5) minutes for public comment.

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

- 1. **CALL TO ORDER**
- 2. **ROLL CALL AND PLEDGE OF ALLEGIANCE**
- 3. **WORK SESSION (4:30 PM)**
  - A. Minturn Forward: Chapter 16 Article 5 Review

4. **APPROVAL OF CONSENT AGENDA**

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

- A. 11-20-2024 Minutes
- B. Liquor License Renewal - Rocky Mountain Taco

5. **APPROVAL OF REGULAR AGENDA**

Opportunity for amendment or deletions to the agenda.

**6. DECLARATION OF CONFLICTS OF INTEREST**

**7. PUBLIC COMMENT**

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

**8. COUNCIL COMMENTS & COMMITTEE REPORTS**

**9. STAFF REPORTS**

A. Manager's Report

**10. SPECIAL PRESENTATIONS**

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

**11. BUSINESS ITEMS**

Items and/or Public Hearings listed under Business Items may be old or new and may require review or action by the Council.

- A. Resolution 64, Series 2024 - A Resolution Appointing a Board Member to the Minturn Education Fund Board
- B. Ordinance 21 - Series 2024 (Second Reading) An Ordinance Creating a Supplemental Appropriation to the 2024 Town of Minturn Budget
- C. Ordinance 22 - Series 2024 (Second Reading) An Ordinance Levying General Property Taxes for the Year 2025, to Meet General Operating Costs of Government for the Town of Minturn, Colorado for the 2025 Budget Year
- D. Ordinance 23 - Series 2024 (Second Reading) An Ordinance Approving Revenues, Appropriating Expenditures, Approving Transfers and Adopting the Town of Minturn Budget for the Period Beginning on the First Day of January 2025 and Ending on the Last Day of December, 2025
- E. Resolution 62 - Series 2024 Adopting the 2025 Town of Minturn Fee Schedule
- F. Resolution 63 - Series 2024 A Resolution Adopting the Net Zero Roadmap
- G. Ordinance 24-Series 2024 (First Reading) An Ordinance Increasing the Short Term Rental Lodging Tax to 6.5%
- H. Ordinance 25 - Series 2024 (First Reading) An Ordinance Establishing the Minturn Downtown Development Authority

**12. DISCUSSION / DIRECTION ITEMS**

**13. FUTURE AGENDA ITEMS**

A. Future Meeting Topics

**14. ADJOURN**

**INFORMATIONAL ONLY ITEMS**

Upcoming Council Meetings & Events:

- December 6, 2024 - First Friday & Tree Lighting
- December 18, 2024 - Town Council Meeting
- December 25, 2024 - Town Hall Closed (Christmas Day)
- January 1, 2025 - Town Hall Closed (New Years Day) - Town Council Meeting Canceled

TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 21 – SERIES 2024  
AN ORDINANCE AMENDING THE 2024 BUDGET  
AS SET FORTH IN THE FOLLOWING EXHIBIT  
"A" TO APPROPRIATE ADDITIONAL GENERAL  
FUND REVENUES IN THE AMOUNT OF \$  
641,725.00, AND APPROPRIATING ADDITIONAL  
GENERAL FUND EXPENDITURES IN THE  
AMOUNT OF \$425,961.00, AND APPROPRIATING  
ADDITIONAL ENTERPRISE FUND REVENUES  
IN THE AMOUNT OF \$ 2,955,300.00, AND  
APPROPRIATING ADDITIONAL ENTERPRISE  
FUND EXPENDITURES IN THE AMOUNT  
OF \$ 201,539.00, AND APPROPRIATING  
ADDITIONAL CONSERVATION TRUST FUND  
REVENUES IN THE AMOUNT OF \$ 2,903.00, AND  
APPROPRIATING ADDITIONAL MARKET FUND  
REVENUES IN THE AMOUNT OF \$14,305.00, AND  
APPROPRIATING ADDITIONAL MARKET FUND  
EXPENSES IN THE AMOUNT OF \$12,597.00,  
AND APPROPRIATING ADDITIONAL CAPITAL  
FUND REVENUES IN THE AMOUNT OF  
\$12,900.00, AND APPROPRIATING ADDITIONAL  
SCHOLARSHIP FUND EXPENSE IN THE  
AMOUNT OF \$1,108.00  
AND APPROPRIATING ADDITIONAL BATTLE  
MOUNTAIN FUND REVENUES IN THE AMOUNT  
OF \$21,827.00, AND APPROPRIATING  
ADDITIONAL BATTLE MOUNTAIN FUND  
EXPENSE IN THE AMOUNT OF \$60,000.00.

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 4th DAY OF  
DECEMBER, 2024.

Earle Bidez, Mayor  
ATTEST:

Jay Brunvand, Town Clerk

TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 22 – SERIES 2024  
AN ORDINANCE LEVYING GENERAL  
PROPERTY TAXES FOR THE YEAR 2025,  
TO MEET GENERAL OPERATING COSTS OF  
GOVERNMENT FOR THE TOWN OF MINTURN,  
COLORADO FOR THE 2025 BUDGET YEAR.

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 4th DAY OF  
DECEMBER, 2024.

Earle Bidez, Mayor  
ATTEST:

Jay Brunvand, Town Clerk

TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 23 – SERIES 2024  
AN ORDINANCE APPROPRIATING REVENUES,  
APPROPRIATING EXPENDITURES, APPROVING  
TRANSFERS AND ADOPTING THE TOWN  
OF MINTURN BUDGET FOR THE PERIOD  
BEGINNING ON THE FIRST DAY OF JANUARY,  
2025 AND ENDING ON THE LAST DAY OF  
DECEMBER, 2025.

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 4th DAY OF  
DECEMBER, 2024.

Earle Bidez, Mayor  
ATTEST:

Jay Brunvand, Town Clerk

ORDINANCE 24 – SERIES 2024 AN ORDINANCE  
OF THE TOWN OF MINTURN, COLORADO,  
AMENDING SECTION 4-4-40 OF THE MINTURN  
MUNICIPAL CODE TO PROVIDE FOR THE  
IMPLEMENTATION OF PROPOSED TAXING  
MEASURE REFERRED TO THE TOWN'S  
ELECTORS.

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 4 th DAY OF DECEMBER 2024. A PUBLIC  
HEARING ON THIS ORDINANCE SHALL BE  
HELD AT THE REGULAR MEETING OF THE  
TOWN COUNCIL OF THE TOWN OF MINTURN,  
COLORADO ON THE 18th DAY OF DECEMBER,  
2024 AT 5:30 p.m. AT THE MINTURN TOWN HALL  
302 PINE STREET, MINTURN COLORADO 81645.  
TOWN OF MINTURN, COLORADO

Earle Bidez, Mayor  
ATTEST:

Jay Brunvand, Town Clerk

TOWN OF MINTURN, COLORADO ORDINANCE  
NO. 25 – SERIES 2024 AN ORDINANCE  
OF THE TOWN OF MINTURN, COLORADO  
CREATING AND ESTABLISHING THE MINTURN  
DOWNTOWN DEVELOPMENT AUTHORITY IN  
THE TOWN OF MINTURN, COLORADO AND  
DETERMINING ORGANIZATIONAL ASPECTS OF  
THE MINTURN DOWNTOWN DEVELOPMENT  
AUTHORITY BOARD AND PROVIDING OTHER  
DETAILS RELATED THERETO

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 4 th DAY OF DECEMBER 2024. A PUBLIC  
HEARING ON THIS ORDINANCE SHALL BE  
HELD AT THE REGULAR MEETING OF THE  
TOWN COUNCIL OF THE TOWN OF MINTURN,  
COLORADO ON THE 18 th DAY OF DECEMBER  
2024 AT 5:30 p.m. AT THE MINTURN TOWN HALL  
302 PINE STREET, MINTURN COLORADO 81645.  
TOWN OF MINTURN, COLORADO

Earle Bidez, Mayor  
ATTEST:

Jay Brunvand, Town Clerk

PUBLISHED IN THE VAIL DAILY ON SATURDAY,  
DECEMBER 7, 2024.



To: Mayor and Town Council  
From: Cindy Krieg, Economic Development  
Date: 12/13/2024  
Agenda Item: Ordinance 25, Series 2024 – An Ordinance Establishing the Minturn DDA

---

**REQUEST:**

Staff is requesting approval of Ordinance 25-Series 2024, An Ordinance Establishing the Minturn DDA. This ordinance passed at first reading, with one modification. The second reading will be heard at the December 18<sup>th</sup> Council meeting.

**INTRODUCTION:**

The Town of Minturn held a special election on November 5, 2024, regarding the creation of a Minturn Downtown Development Authority. The measure passed by majority vote. The DDA must now be officially formed according to State Statute.

**ANALYSIS:**

A Downtown Development Authority functions as quasi-municipal corporation which is intended to halt or prevent deterioration of property values or structures in a Central Business District. To this end, a DDA is focused with finding ways for improving real estate development, infrastructure, and operations of a downtown area. It does this by leveraging any future increase in assessed property valuations within the approved DDA boundary. This allows the DDA to reinvest in Minturn’s downtown and keep money in Minturn which would have otherwise gone to the bevy of other organizations that see revenue through property taxes, This is all done through a mechanism called Tax Increment Financing (TIF). A DDA has a lifespan of 30 years with the potential to be extended by an affirmative action of the Council.

**COMMUNITY INPUT:** Ongoing over the past 3 years, including multiple stakeholder meetings, discussions at the Council-level, and informational sessions. Special election held on November 5, 2024.

**BUDGET / STAFF IMPACT:** No impact to the Town of Minturn budget expected. Town Staff will work with Town Council to appoint a Board of Directors, create a Plan of Development, and establish Bylaws for the DDA.

**STRATEGIC PLAN ALIGNMENT:**

**ADVANCE DECISIONS/PROJECTS/INITIATIVES THAT EXPAND FUTURE OPPORTUNITY AND VIABILITY FOR MINTURN**

**RECOMMENDED ACTION OR PROPOSED MOTION:**

Motion to approve Ordinance 25-2024 as presented.

**ATTACHMENTS:**

- DDA Creation Ordinance No. 25-2024

**TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 25 – SERIES 2024**

**AN ORDINANCE OF THE TOWN OF MINTURN,  
COLORADO CREATING AND ESTABLISHING THE  
MINTURN DOWNTOWN DEVELOPMENT AUTHORITY IN  
THE TOWN OF MINTURN, COLORADO AND  
DETERMINING ORGANIZATIONAL ASPECTS OF THE  
MINTURN DOWNTOWN DEVELOPMENT AUTHORITY  
BOARD AND PROVIDING OTHER DETAILS RELATED  
THERE TO**

**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**, by Ordinance 18 – Series 2024, the Town Council determined that: it is necessary to establish a Downtown Development Authority (the “DDA”) to develop and redevelop the Town’s downtown commercial core and to serve a public purpose; to promote the long-term viability and general welfare of Minturn; to halt or prevent deterioration of property values or structures within the Town’s commercial core, and to assist the Town in the development and redevelopment of the business district in the overall planning to restore or provide for the continuance of the economic health thereof; and to be of special benefit to the properties within the Downtown Development Authority; and

**WHEREAS**, by Ordinance No. 18-2024, the Town Council established boundaries of the proposed DDA, and, pursuant to C.R.S. § 31-25-801, *et seq.*, submitted to the qualified electors at the election of November 5, 2024 a ballot question to form the DDA; and

**WHEREAS**, a majority of the qualified electors voting on the question approved the ballot question; and

**WHEREAS**, the Town now seeks to provide for the legal organization of the DDA to accomplish the goals stated herein.

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

**SECTION 1. STATUS.** There is hereby created and established pursuant to C.R.S. § 31-25-801, *et seq.*, a Downtown Development Authority in the Town of Minturn, Colorado to be known as the Minturn Downtown Development Authority (the “Authority” or the “DDA”). The Authority shall be a body corporate and political subdivision with all the purposes and powers now or hereafter authorized by C.R.S. § 31-25-801, *et seq.*, and all additional and supplemental powers necessary or convenient to carry out and effectuate its purposes, and such other powers and

authority as provided by law. The DDA shall only have the authority to institute legal proceedings in eminent domain if said proceedings are first approved by the Town Council.

**SECTION 2. BOUNDARIES.** The boundaries of the Authority shall be as set forth in Ordinance 18 – Series 2024. The Authority may include additional property within the boundaries of the Authority as provided in C.R.S. § 31-25-822.

**SECTION 3. BOARD ESTABLISHED.** The Authority shall have a Board of Directors (the “Board”) comprised of 5 members appointed by the Town Council, constituted as follows:

- a. One member shall be a member of the Town Council, appointed to serve at the pleasure of the Town Council.
- b. All members aside from the Town Council member shall be property owners, employees or agents of a business, business lessees, or residents within the designated boundaries of the Authority.
- c. A business shall include a for-profit business, and business representatives may be an owner, officer or director of a corporation.
- d. No officer or employee of the Town, other than an appointee from the Town Council, shall be eligible for appointment to the Board.

**SECTION 4. TERMS.** A Board member shall hold office until their successor has been appointed and qualified. After the terms of the initial members of the Board have expired, the terms of all members except the Town Council member appointed by the Board shall be four (4) years. Within 30 days after the occurrence of a vacancy, the Town Council shall appoint a successor for the remainder of the unexpired term. The term of the initial board members shall be as follows:

- A. The Town Council member shall serve at the pleasure of the Town Council.
- B. The terms of 2 members shall expire on June 30, 2025.
- C. The terms of 2 members shall expire on June 30, 2026.

**SECTION 5. REMOVAL.** After notice and an opportunity to be heard, an appointed member of the Board may be removed for cause by the Town Council.

**SECTION 6. COMPENSATION.** Members of the board shall serve without compensation, but they may be reimbursed for actual and necessary expenses.

**SECTION 7. INDEMNITY.** The Authority shall, to the extent permitted and within the limitations of the Colorado Governmental Immunity Act, indemnify and defend each director, officer and employee of the Authority in connection with any claim or action or threatened suit, action or proceeding in which he or she may be involved in his or her official capacity by reason of his or her being or having been such director, officer or employee, or by reason of any action or omission by him or her in any such capacity.

**SECTION 8. PROCEDURES.** The Board shall adopt and promulgate rules governing its procedure, including election of officers, and these rules shall be filed in the office of the Town Clerk. The Board shall hold regular and special meetings in the manner provided in the rules of the Board. All meetings shall be in accordance with the Colorado Open Meetings Law.

SECTION 9. PLAN OF DEVELOPMENT. The Board shall, after approval of the Town Council, adopt a plan or plans of development outlining potential development of public facilities or improvements to public or private property that will aid and improve the property within the boundaries of the Authority, which plan may provide for tax increment financing for property tax and/or sales tax as authorized by C.R.S. § 31-25-807(3).

SECTION 10. BUDGET. The Authority shall submit a budget to the Town Council for review no later than September 30 of each year. The Authority shall maintain accounting records and records of transactions for the Authority. The Authority shall invest any funds not required for immediate disbursement in legal investments for public funds authorized by C.R.S. § 24-75-601, *et seq.*, and to deposit any funds not required for immediate disbursement in any depository authorized by C.R.S. § 24-75-603.

SECTION 11. FUNDING. The operations of the Authority shall be principally financed from:

- a. Tax increment funds as defined in C.R.S. § 31-25-807(3), if the plan of development provides for such tax increment funding;
- b. Donations to the Authority for the performance of its functions;
- c. Moneys borrowed and to be repaid from other funds received under C.R.S. § 31-25-801, *et seq.*; and
- d. Such other sources as may be approved by the Town Council.

SECTION 12. APPLICABLE LAW. The Authority shall be subject to the following laws:

- a. The Colorado Open Records Act, C.R.S. § 24-72-200.1, *et seq.*
- b. The Colorado Open Meetings Law, C.R.S. § 24-6-401, *et seq.*
- c. The Local Government Budget Law of Colorado, C.R.S. § 29-1-101, *et seq.*
- d. The Local Government Uniform Accounting Law, C.R.S. § 29-1-501, *et seq.*
- e. The Local Government Audit Law, C.R.S. § 29-1-601, *et seq.*
- f. The Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
- g. The Minturn Municipal Code, as amended, and other applicable law.


SECTION 13. SEVERABILITY. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Town Council hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one, or part, or parts be declared unconstitutional or invalid.

SECTION 14. SAFETY. This ordinance is deemed necessary for the protection of the public health, safety, and welfare.

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 4<sup>th</sup> DAY OF DECEMBER 2024. A PUBLIC HEARING ON THIS

ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 18<sup>th</sup> DAY OF DECEMBER 2024 AT 5:30 p.m. AT THE MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.

TOWN OF MINTURN, COLORADO

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

ATTEST:

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



THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE ENACTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THIS 18<sup>th</sup> DAY OF DECEMBER 2024.

TOWN OF MINTURN, COLORADO

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

ATTEST:

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

TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 21 – SERIES 2024  
AN ORDINANCE AMENDING THE 2024 BUDGET  
AS SET FORTH IN THE FOLLOWING EXHIBIT  
"A" TO APPROPRIATE ADDITIONAL GENERAL  
FUND REVENUES IN THE AMOUNT OF \$  
641,725.00, AND APPROPRIATING ADDITIONAL  
GENERAL FUND EXPENDITURES IN THE  
AMOUNT OF \$425,961.00, AND APPROPRIATING  
ADDITIONAL ENTERPRISE FUND REVENUES  
IN THE AMOUNT OF \$ 2,955,300.00, AND  
APPROPRIATING ADDITIONAL ENTERPRISE  
FUND EXPENDITURES IN THE AMOUNT  
OF \$ 201,539.00, AND APPROPRIATING  
ADDITIONAL CONSERVATION TRUST FUND  
REVENUES IN THE AMOUNT OF \$ 2,903.00, AND  
APPROPRIATING ADDITIONAL MARKET FUND  
REVENUES IN THE AMOUNT OF \$14,305.00, AND  
APPROPRIATING ADDITIONAL MARKET FUND  
EXPENSES IN THE AMOUNT OF \$12,597.00,  
AND APPROPRIATING ADDITIONAL CAPITAL  
FUND REVENUES IN THE AMOUNT OF  
\$12,900.00, AND APPROPRIATING ADDITIONAL  
SCHOLARSHIP FUND EXPENSE IN THE  
AMOUNT OF \$1,108.00  
AND APPROPRIATING ADDITIONAL BATTLE  
MOUNTAIN FUND REVENUES IN THE AMOUNT  
OF \$21,827.00, AND APPROPRIATING  
ADDITIONAL BATTLE MOUNTAIN FUND  
EXPENSE IN THE AMOUNT OF \$60,000.00.

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 4th DAY OF  
DECEMBER, 2024.

Earle Bidez, Mayor  
ATTEST:

Jay Brunvand, Town Clerk

TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 22 – SERIES 2024  
AN ORDINANCE LEVYING GENERAL  
PROPERTY TAXES FOR THE YEAR 2025,  
TO MEET GENERAL OPERATING COSTS OF  
GOVERNMENT FOR THE TOWN OF MINTURN,  
COLORADO FOR THE 2025 BUDGET YEAR.

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 4th DAY OF  
DECEMBER, 2024.

Earle Bidez, Mayor  
ATTEST:

Jay Brunvand, Town Clerk

TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 23 – SERIES 2024  
AN ORDINANCE APPROPRIATING REVENUES,  
APPROPRIATING EXPENDITURES, APPROVING  
TRANSFERS AND ADOPTING THE TOWN  
OF MINTURN BUDGET FOR THE PERIOD  
BEGINNING ON THE FIRST DAY OF JANUARY,  
2025 AND ENDING ON THE LAST DAY OF  
DECEMBER, 2025.

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 4th DAY OF  
DECEMBER, 2024.

Earle Bidez, Mayor  
ATTEST:

Jay Brunvand, Town Clerk

ORDINANCE 24 – SERIES 2024 AN ORDINANCE  
OF THE TOWN OF MINTURN, COLORADO,  
AMENDING SECTION 4-4-40 OF THE MINTURN  
MUNICIPAL CODE TO PROVIDE FOR THE  
IMPLEMENTATION OF PROPOSED TAXING  
MEASURE REFERRED TO THE TOWN'S  
ELECTORS.

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 4 th DAY OF DECEMBER 2024. A PUBLIC  
HEARING ON THIS ORDINANCE SHALL BE  
HELD AT THE REGULAR MEETING OF THE  
TOWN COUNCIL OF THE TOWN OF MINTURN,  
COLORADO ON THE 18th DAY OF DECEMBER,  
2024 AT 5:30 p.m. AT THE MINTURN TOWN HALL  
302 PINE STREET, MINTURN COLORADO 81645.  
TOWN OF MINTURN, COLORADO

Earle Bidez, Mayor  
ATTEST:

Jay Brunvand, Town Clerk

TOWN OF MINTURN, COLORADO ORDINANCE  
NO. 25 – SERIES 2024 AN ORDINANCE  
OF THE TOWN OF MINTURN, COLORADO  
CREATING AND ESTABLISHING THE MINTURN  
DOWNTOWN DEVELOPMENT AUTHORITY IN  
THE TOWN OF MINTURN, COLORADO AND  
DETERMINING ORGANIZATIONAL ASPECTS OF  
THE MINTURN DOWNTOWN DEVELOPMENT  
AUTHORITY BOARD AND PROVIDING OTHER  
DETAILS RELATED THERETO

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 4 th DAY OF DECEMBER 2024. A PUBLIC  
HEARING ON THIS ORDINANCE SHALL BE  
HELD AT THE REGULAR MEETING OF THE  
TOWN COUNCIL OF THE TOWN OF MINTURN,  
COLORADO ON THE 18 th DAY OF DECEMBER  
2024 AT 5:30 p.m. AT THE MINTURN TOWN HALL  
302 PINE STREET, MINTURN COLORADO 81645.  
TOWN OF MINTURN, COLORADO

Earle Bidez, Mayor  
ATTEST:

Jay Brunvand, Town Clerk

PUBLISHED IN THE VAIL DAILY ON SATURDAY,  
DECEMBER 7, 2024.



To: Mayor and Town Council  
From: Cindy Krieg  
Date: December 10, 2024  
Agenda Item: Resolution 65-Series 2024, A Resolution to Approve a Professional Services Agreement for Window Replacement at Minturn Town Hall

---

**REQUEST:**

Approve Resolution 65-Series 2024, A Resolution to Approve a Professional Services Agreement for Window Replacement at Minturn Town Hall.

**INTRODUCTION:**

The Minturn Town Hall windows are original to the building. Many have warped due to weather conditions and other factors. Most no longer close properly so they have become inefficient. Town Staff recommends window replacement.

**ANALYSIS:**

Town staff posted an Invitation to Bid for 30 days (10/22 – 11/22). This notice was also published in the newspaper. We received 4 total bids, 3 from in-state and 1 from out of state. Based on a multitude of factors including product quality, company reputation, warranty, and contractor recommendations, Town Staff is recommending to enter into an agreement with Renewal by Andersen of Colorado.

**COMMUNITY INPUT:** This item was part of the public hearings related to the budget discussions. The IFB was posted on the Town website for 30 days, and published in the local newspaper.

**BUDGET / STAFF IMPACT:**

This item was accounted for in the 2025 budget.

**STRATEGIC PLAN ALIGNMENT:**

In accordance with Strategy #1 the Town will practice fair, transparent, and communicative local government.

**RECOMMENDED ACTION OR PROPOSED MOTION:** Recommend to enter into an agreement with Renewal by Andersen of Colorado for window replacement.

**Attachments:**

- Town of Minturn Professional Services Agreement for Window Replacement
- Renewal by Andersen Contract

**TOWN OF MINTURN, COLORADO  
RESOLUTION NO. 65 – SERIES 2024**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO  
SIGN AN AGREEMENT BETWEEN RENEWAL BY ANDERSEN AND  
THE TOWN OF MINTURN FOR PURCHASE AND INSTALL OF A  
REPLACEMENT WINDOWS AT TOWN HALL**

**WHEREAS**, The Town of Minturn is committed to facilities maintenance and energy efficiency, and the windows at Town Hall have become inefficient; and

**WHEREAS**, The Town of Minturn issued an Invitation to Bid for the purchase and installation of replacement windows at Town Hall; and

**WHEREAS**, The Town of Minturn staff received varying bids from 4 different companies; and

**WHEREAS**, the Town considers Renewal by Andersen the strongest choice for this project based on the IFB conditions and contractor recommendations; and

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

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

**INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this  
18<sup>th</sup> day of December, 2024.**

TOWN OF MINTURN

By: \_\_\_\_\_  
Earle Bidez, Mayor

ATTEST:

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

**PROFESSIONAL SERVICES AGREEMENT**

This PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made and entered into this \_\_\_\_\_, 2024 by and between the TOWN OF MINTURN, Colorado, a home rule municipality (“Minturn” or the “Town”), and Renewal by Andersen (the “Contractor”).

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

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

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

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

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

2. **Compensation.** The Town agrees to pay Contractor a sum not to exceed \$150,000 Dollars, as adjusted to reflect the deletion by the Town of any of the Services set forth in **Exhibit A**. The Town shall make payment within sixty (60) days of receipt and approval of invoices submitted by Contractor, which invoices shall be submitted to the Town not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.

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

4. **Outside Support Services and Subcontractor.** To the extent practicable, subcontractors whose principal place of business is Eagle County shall be used to perform the services under this Agreement. Any subcontractors shall be pre-approved by the Town. A rate sheet for such subcontractors shall be provided to the Town.

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

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

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

8. **Insurance Requirements.**

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

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

c. **Terms of Insurance.**

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

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

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

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

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

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

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

10. **Termination.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to the Town:

TOWN OF MINTURN  
Attn: Town Clerk  
PO Box 309  
Minturn, CO 81645

With copy to:

Michael J. Sawyer, Esq.  
Karp Neu Hanlon, P.C.  
201 14<sup>th</sup> Street, Suite 200  
P. O. Drawer 2030  
Glenwood Springs, Colorado 81602

If to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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



**EXHIBIT A**  
**SCOPE OF SERVICES**





**DBA: RENEWAL BY ANDERSEN OF COLORADO**

Legal Name: Window Warmth LLC  
C0244783  
1401 West Bayaud Ave, Unit 7 | Denver, CO 80223  
Phone: 720-829-4330 | Fax: 303-217-4099 | contracts@asmarterwindow.com

**Town of Mint**  
302 Pine St  
Minturn, CO 81645  
H: (970)445-2415

Section 11, Item C.

# Thank you for your order

Please find, enclosed for your convenience, the contents of your agreement with Window Warmth LLC d/b/a Renewal By Andersen of Colorado

## Table of Contents

- Home Improvement Agreement and Payment Terms . . . . . 2
- Itemized Order Receipt . . . . . 3
- Notice of Cancellation . . . . . 11
- Terms and Conditions of Sale . . . . . 12
- Sales Cost Savings Program (SCSP) . . . . . 14
- Lead-Safe Form . . . . . 15
- What to Expect . . . . . 16
- Release Agreement . . . . . 18
- Price Presentation Discounts . . . . . 20
- Unit Net Clear Opening Report . . . . . 21
- Town of Minturn GS.pdf . . . . . 22



# Home Improvement Agreement and Payment Terms

Section 11, Item C.

**DBA: RENEWAL BY ANDERSEN OF COLORADO**

Legal Name: Window Warmth LLC

C0244783

1401 West Bayaud Ave, Unit 7 | Denver, CO 80223

Phone: 720-829-4330 | Fax: 303-217-4099 | contracts@asmarterwindow.com

**Town of Minturn ,dba Earle Bidez**

302 Pine St

Minturn, CO 81645

H: (970)445-2415

Town of Minturn ,dba Earle Bidez

12/04/24

**BUYER(S) NAME**

**CONTRACT DATE**

302 Pine St, Minturn, CO 81645

(970)445-2415

**BUYER(S) STREET ADDRESS**

**PRIMARY NUMBER**

**SECONDARY NUMBER**

events@minturn.org

**PRIMARY EMAIL**

**SECONDARY EMAIL**

**NOTES:**

Buyer(s) hereby jointly and severally agrees to purchase the products and/or services of Window Warmth LLC d/b/a Renewal By Andersen of Colorado ("Contractor"), in accordance with the terms and conditions described in this Home Improvement Agreement and Payment Terms, any documents listed in the Table of Contents, and any other document attached to this Home Improvement Agreement, the terms of which are all agreed to by the parties and incorporated herein by reference (collectively, this "Agreement"). Buyer(s) hereby agrees to sign a completion certificate after Contractor has completed all work under this Agreement.

**TOTAL CONTRACT PRICE:** \$125,878

By signing this Agreement, you acknowledge that the Balance Due, and the Amount Financed must be made by personal check, bank check, credit card, or cash.

**DOWN PAYMENT:** \$41,955

**BALANCE DUE:** \$83,923

Estimated Start:  
3-5 Months

Estimated Completion:  
4-7 Days

**AMOUNT FINANCED:** \$0

**METHOD OF PAYMENT:** Check

We schedule installations based on the date of the signed contract and secondarily on the date in which we complete the technical measurements. The installation date that we are providing at this time is only an estimate. We will communicate an official date and time at a later date. Rain and extreme weather are the most common causes for delay.

**NOTES:** 1/3 Due 1/1/25, 1/3 due at job start, 1/3 due at job completion

Buyer(s) agrees and understands that this Agreement constitutes the entire understandings between the parties and that there are no verbal understandings changing or modifying any of the terms of this Agreement. No alterations to or deviations from this Agreement will be valid without the signed, written consent of both the Buyer(s) and Contractor. Buyer(s) hereby acknowledges that Buyer(s) 1) has read this Agreement, understands the terms of this Agreement, and has received a completed, signed, and dated copy of this Agreement, including the two attached Notices of Cancellation, on the date first written above and 2) was orally informed of Buyer's right to cancel this Agreement.

NOTICE TO BUYER: Do not sign this contract if blank. You are entitled to a copy of the contract at the time you sign.

**YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME NOT LATER THAN MIDNIGHT OF 12/07/2024 OR THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION, WHICHEVER DATE IS LATER. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.**

X

**SIGNATURE OF SALES PERSON:**

**SIGNATURE OF CUSTOMER 1:**

**SIGNATURE OF CUSTOMER 2:**

Dustin Davis

Town of Minturn ,dba Earle Bidez

**PRINT NAME OF SALES PERSON**

**PRINT NAME**

**PRINT NAME**



# Itemized Order Receipt

Section 11, Item C.

**DBA: RENEWAL BY ANDERSEN OF COLORADO**

Legal Name: Window Warmth LLC

C0244783

1401 West Bayaud Ave, Unit 7 | Denver, CO 80223

Phone: 720-829-4330 | Fax: 303-217-4099 | contracts@asmarterwindow.com

**Town of Minturn ,dba Earle Bidez**

302 Pine St

Minturn, CO 81645

H: (970)445-2415

ID#:	ROOM:	SIZE:	DETAILS:	PRICE:
		0 W	<b>Misc:</b> Misc, MISC - All Front End Charges, ** Production Fee,	<b>\$275</b>
		0 H	Quantity 1, Required Production Administrative Fee	<b>\$203</b>
<hr/>				
<b>101</b>	Conference Room	58 W 58 H	<b>Window:</b> Acclaim™ Gliding Double 1:1 Active / Passive Base Frame Exterior Terratone Interior Terratone <b>Glass:</b> All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes <b>Hardware:</b> Stone Standard Color Extra Lock <b>Screen:</b> Fiberglass Full Screen <b>Grille Style:</b> No Grille <b>Misc:</b> Stucco Extraction *R&C - Pine (Without Sill)	<del><b>\$5,268</b></del> <b>\$3,884</b>
<hr/>				
<b>102</b>	Conference Room	58 W 58 H	<b>Window:</b> Acclaim™ Gliding Double 1:1 Active / Passive Base Frame Exterior Terratone Interior Terratone <b>Glass:</b> All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes <b>Hardware:</b> Stone Standard Color Extra Lock <b>Screen:</b> Fiberglass Full Screen <b>Grille Style:</b> No Grille <b>Misc:</b> Stucco Extraction *R&C - Pine (Without Sill)	<del><b>\$5,268</b></del> <b>\$3,884</b>
<hr/>				
<b>103</b>	Conference Room	58 W 58 H	<b>Window:</b> Acclaim™ Gliding Double 1:1 Active / Passive Base Frame Exterior Terratone Interior Terratone <b>Glass:</b> All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes <b>Hardware:</b> Stone Standard Color Extra Lock <b>Screen:</b> Fiberglass Full Screen <b>Grille Style:</b> No Grille <b>Misc:</b> Stucco Extraction *R&C - Pine (Without Sill)	<del><b>\$5,268</b></del> <b>\$3,884</b>
<hr/>				
<b>104</b>	Conference Room	58 W 58 H	<b>Window:</b> Acclaim™ Gliding Double 1:1 Active / Passive Base Frame Exterior Terratone Interior Terratone <b>Glass:</b> All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes <b>Hardware:</b> Stone Standard Color Extra Lock <b>Screen:</b> Fiberglass Full Screen <b>Grille Style:</b> No Grille <b>Misc:</b> Stucco Extraction *R&C - Pine (Without Sill)	<del><b>\$5,268</b></del> <b>\$3,884</b>
<hr/>				
<b>105</b>	Patio Conference	72 W 80 H	<b>Patio Door:</b> Gliding 200 Series Narroline 2 Panel Active / Stationary Aluminum Sill Exterior Terratone® Interior Pine	<del><b>\$12,046</b></del> <b>\$8,880</b>



# Itemized Order Receipt

Section 11, Item C.

**DBA: RENEWAL BY ANDERSEN OF COLORADO**

Legal Name: Window Warmth LLC

C0244783

1401 West Bayaud Ave, Unit 7 | Denver, CO 80223

Phone: 720-829-4330 | Fax: 303-217-4099 | contracts@asmarterwindow.com

**Town of Minturn ,dba Earle Bidez**

302 Pine St

Minturn, CO 81645

H: (970)445-2415

ID#:	ROOM:	SIZE:	DETAILS:	PRICE:
			<p><b>Glass:</b> All Sash: Tempered High Perf. SmartSun with Heatlock Glass, No Pattern High Altitude Breather Tubes <b>Hardware:</b> Albany, Stone Exterior Keyed Lock Auxiliary Foot Lock Color Matched <b>Screen:</b> Gliding Full Screen <b>Grille Style:</b> No Grille <b>Misc:</b> Stucco Extraction</p>	
<b>106</b>	Conferece left of patio	58 W 58 H	<p><b>Window:</b> Acclaim™ Picture Base Frame Exterior Terratone Interior Terratone <b>Glass:</b> All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes <b>Hardware:</b> Stone <b>Grille Style:</b> No Grille <b>Misc:</b> *R&amp;C - Pine (Without Sill) Stucco Extraction</p>	<p><del>\$5,032</del> <b>\$3,710</b></p>
<b>107</b>	Lobby	58 W 58 H	<p><b>Window:</b> Acclaim™ Picture Base Frame Exterior Terratone Interior Terratone <b>Glass:</b> All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes <b>Hardware:</b> Stone <b>Grille Style:</b> No Grille <b>Misc:</b> *R&amp;C - Pine (Without Sill) Stucco Extraction</p>	<p><del>\$5,032</del> <b>\$3,710</b></p>
<b>108</b>	Lobby	58 W 58 H	<p><b>Window:</b> Acclaim™ Picture Base Frame Exterior Terratone Interior Terratone <b>Glass:</b> All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes <b>Hardware:</b> Stone <b>Grille Style:</b> No Grille <b>Misc:</b> *R&amp;C - Pine (Without Sill) Stucco Extraction</p>	<p><del>\$5,032</del> <b>\$3,710</b></p>
<b>110</b>	Lobby above back door	33 W 33 H	<p><b>Window:</b> Acclaim™ Picture Base Frame Exterior Terratone Interior Terratone <b>Glass:</b> All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes <b>Hardware:</b> Stone <b>Grille Style:</b> No Grille <b>Misc:</b> *R&amp;C - Pine (Without Sill) Stucco Extraction</p>	<p><del>\$3,196</del> <b>\$2,356</b></p>
<b>111</b>	Stairs	33 W 33 H	<p><b>Window:</b> Acclaim™ Awning Base Frame Exterior Terratone Interior Terratone <b>Glass:</b> All Sash: High Performance SmartSun with HeatLock Glass, No Pattern Tempered Glass High Altitude Breather Tubes <b>Hardware:</b> Stone <b>Screen:</b></p>	<p><del>\$3,856</del> <b>\$2,843</b></p>



# Itemized Order Receipt

**DBA: RENEWAL BY ANDERSEN OF COLORADO**

Legal Name: Window Warmth LLC

C0244783

1401 West Bayaud Ave, Unit 7 | Denver, CO 80223

Phone: 720-829-4330 | Fax: 303-217-4099 | contracts@asmarterwindow.com

Section 11, Item C.

**Town of Minturn ,dba Earle Bidez**

302 Pine St

Minturn, CO 81645

H: (970)445-2415

ID#:	ROOM:	SIZE:	DETAILS:	PRICE:
			Fiberglass Full Screen <b>Grille Style:</b> No Grille <b>Misc:</b> *R&C - Pine (Without Sill) Stucco Extraction	
<b>112</b>	Stairs	33 W 33 H	<b>Window:</b> Acclaim™ Awning Base Frame Exterior Terratone Interior Terratone <b>Glass:</b> All Sash: High Performance SmartSun with HeatLock Glass, No Pattern Tempered Glass High Altitude Breather Tubes <b>Hardware:</b> Stone <b>Screen:</b> Fiberglass Full Screen <b>Grille Style:</b> No Grille <b>Misc:</b> *R&C - Pine (Without Sill) Stucco Extraction	<del>\$3,856</del> <b>\$2,843</b>
<b>113</b>	Stairs	33 W 33 H	<b>Window:</b> Acclaim™ Awning Base Frame Exterior Terratone Interior Terratone <b>Glass:</b> All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes <b>Hardware:</b> Stone <b>Screen:</b> Fiberglass Full Screen <b>Grille Style:</b> No Grille <b>Misc:</b> *R&C - Pine (Without Sill) Stucco Extraction	<del>\$3,550</del> <b>\$2,617</b>
<b>201</b>	Upper Conference	27 W 27 H	<b>Window:</b> Acclaim™ Awning Base Frame Exterior Terratone Interior Terratone <b>Glass:</b> All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes <b>Hardware:</b> Stone <b>Screen:</b> Fiberglass Full Screen <b>Grille Style:</b> No Grille <b>Misc:</b> Stucco Extraction *R&C - Pine (Without Sill)	<del>\$3,379</del> <b>\$2,491</b>
<b>202</b>	Upper Conference	27 W 27 H	<b>Window:</b> Acclaim™ Awning Base Frame Exterior Terratone Interior Terratone <b>Glass:</b> All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes <b>Hardware:</b> Stone <b>Screen:</b> Fiberglass Full Screen <b>Grille Style:</b> No Grille <b>Misc:</b> Stucco Extraction *R&C - Pine (Without Sill)	<del>\$3,379</del> <b>\$2,491</b>
<b>203</b>	Upper Conference	27 W 27 H	<b>Window:</b> Acclaim™ Awning Base Frame Exterior Terratone Interior Terratone <b>Glass:</b> All Sash: High Performance SmartSun with HeatLock Glass, No Pattern	<del>\$3,379</del> <b>\$2,491</b>



# Itemized Order Receipt

Section 11, Item C.

**DBA: RENEWAL BY ANDERSEN OF COLORADO**

Legal Name: Window Warmth LLC

C0244783

1401 West Bayaud Ave, Unit 7 | Denver, CO 80223

Phone: 720-829-4330 | Fax: 303-217-4099 | contracts@asmarterwindow.com

**Town of Minturn, dba Earle Bidez**

302 Pine St

Minturn, CO 81645

H: (970)445-2415

ID#:	ROOM:	SIZE:	DETAILS:	PRICE:
			High Altitude Breather Tubes <b>Hardware:</b> Stone <b>Screen:</b> Fiberglass Full Screen <b>Grille Style:</b> No Grille <b>Misc:</b> Stucco Extraction *R&C - Pine (Without Sill)	
<b>204</b>	Upper Conference	27 W 27 H	<b>Window:</b> Acclaim™ Awning Base Frame Exterior Terratone Interior Terratone <b>Glass:</b> All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes <b>Hardware:</b> Stone <b>Screen:</b> Fiberglass Full Screen <b>Grille Style:</b> No Grille <b>Misc:</b> Stucco Extraction *R&C - Pine (Without Sill)	<del>\$3,379</del> <b>\$2,491</b>
<b>205</b>	Upper Conference	27 W 27 H	<b>Window:</b> Acclaim™ Awning Base Frame Exterior Terratone Interior Terratone <b>Glass:</b> All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes <b>Hardware:</b> Stone <b>Screen:</b> Fiberglass Full Screen <b>Grille Style:</b> No Grille <b>Misc:</b> Stucco Extraction *R&C - Pine (Without Sill)	<del>\$3,379</del> <b>\$2,491</b>
<b>206</b>	Cindy's Office	28 W 58 H	<b>Window:</b> Acclaim™ Casement Single Left Base Frame Exterior Terratone Interior Terratone <b>Glass:</b> All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes <b>Hardware:</b> Stone <b>Screen:</b> Fiberglass Full Screen <b>Grille Style:</b> No Grille <b>Misc:</b> *R&C - Pine (Without Sill)	<del>\$3,703</del> <b>\$2,730</b>
<b>207</b>	Cindy's Office	58 W 58 H	<b>Window:</b> Acclaim™ Gliding Double 1:1 Active / Passive Base Frame Exterior Terratone Interior Terratone <b>Glass:</b> All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes <b>Hardware:</b> Stone Standard Color Extra Lock <b>Screen:</b> Fiberglass Full Screen <b>Grille Style:</b> No Grille <b>Misc:</b> *R&C - Pine (Without Sill)	<del>\$4,995</del> <b>\$3,682</b>
<b>208</b>	Copy Room	58 W 58 H	<b>Window:</b> Acclaim™ Gliding Double 1:1 Active / Passive Base Frame Exterior Terratone Interior Terratone <b>Glass:</b>	<del>\$4,995</del> <b>\$3,682</b>



# Itemized Order Receipt

**DBA: RENEWAL BY ANDERSEN OF COLORADO**

Legal Name: Window Warmth LLC

C0244783

1401 West Bayaud Ave, Unit 7 | Denver, CO 80223

Phone: 720-829-4330 | Fax: 303-217-4099 | contracts@asmarterwindow.com

Section 11, Item C.

**Town of Minturn, dba Earle Bidez**

302 Pine St

Minturn, CO 81645

H: (970)445-2415

ID#:	ROOM:	SIZE:	DETAILS:	PRICE:
			All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes <b>Hardware:</b> Stone Standard Color Extra Lock <b>Screen:</b> Fiberglass Full Screen <b>Grille Style:</b> No Grille <b>Misc:</b> *R&C - Pine (Without Sill)	
<b>209</b>	Scot's Office	58 W 58 H	<b>Window:</b> Acclaim™ Gliding Double 1:1 Active / Passive Base Frame Exterior Terratone Interior Terratone <b>Glass:</b> All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes <b>Hardware:</b> Stone Standard Color Extra Lock <b>Screen:</b> Fiberglass Full Screen <b>Grille Style:</b> No Grille <b>Misc:</b> *R&C - Pine (Without Sill)	<del>\$4,995</del> <b>\$3,682</b>
<b>210</b>	Scot's Office	58 W 58 H	<b>Window:</b> Acclaim™ Gliding Double 1:1 Active / Passive Base Frame Exterior Terratone Interior Terratone <b>Glass:</b> All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes <b>Hardware:</b> Stone Standard Color Extra Lock <b>Screen:</b> Fiberglass Full Screen <b>Grille Style:</b> No Grille <b>Misc:</b> *R&C - Pine (Without Sill)	<del>\$4,995</del> <b>\$3,682</b>
<b>211</b>	Michelle's Office	58 W 58 H	<b>Window:</b> Acclaim™ Gliding Double 1:1 Active / Passive Base Frame Exterior Terratone Interior Terratone <b>Glass:</b> All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes <b>Hardware:</b> Stone Standard Color Extra Lock <b>Screen:</b> Fiberglass Full Screen <b>Grille Style:</b> No Grille <b>Misc:</b> *R&C - Pine (Without Sill)	<del>\$4,995</del> <b>\$3,682</b>
<b>212</b>	Michelle's Office	58 W 58 H	<b>Window:</b> Acclaim™ Gliding Double 1:1 Active / Passive Base Frame Exterior Terratone Interior Terratone <b>Glass:</b> All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes <b>Hardware:</b> Stone Standard Color Extra Lock <b>Screen:</b> Fiberglass Full Screen <b>Grille Style:</b> No Grille <b>Misc:</b> *R&C - Pine (Without Sill)	<del>\$4,995</del> <b>\$3,682</b>



# Itemized Order Receipt

Section 11, Item C.

**DBA: RENEWAL BY ANDERSEN OF COLORADO**

Legal Name: Window Warmth LLC

C0244783

1401 West Bayaud Ave, Unit 7 | Denver, CO 80223

Phone: 720-829-4330 | Fax: 303-217-4099 | contracts@asmarterwindow.com

**Town of Minturn, dba Earle Bidez**

302 Pine St

Minturn, CO 81645

H: (970)445-2415

ID#:	ROOM:	SIZE:	DETAILS:	PRICE:
<b>213</b>	Jay's Office	58 W 58 H	<b>Window:</b> Acclaim™ Gliding Double 1:1 Active / Passive Base Frame Exterior Terratone Interior Terratone <b>Glass:</b> All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes <b>Hardware:</b> Stone Standard Color Extra Lock <b>Screen:</b> Fiberglass Full Screen <b>Grille Style:</b> No Grille <b>Misc:</b> *R&C - Pine (Without Sill)	<del>\$4,995</del> <b>\$3,682</b>
<b>214</b>	Jay's Office	58 W 58 H	<b>Window:</b> Acclaim™ Gliding Double 1:1 Active / Passive Base Frame Exterior Terratone Interior Terratone <b>Glass:</b> All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes <b>Hardware:</b> Stone Standard Color Extra Lock <b>Screen:</b> Fiberglass Full Screen <b>Grille Style:</b> No Grille <b>Misc:</b> *R&C - Pine (Without Sill)	<del>\$4,995</del> <b>\$3,682</b>
<b>215</b>	Maddison's Office	58 W 58 H	<b>Window:</b> Acclaim™ Gliding Double 1:1 Active / Passive Base Frame Exterior Terratone Interior Terratone <b>Glass:</b> All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes <b>Hardware:</b> Stone Standard Color Extra Lock <b>Screen:</b> Fiberglass Full Screen <b>Grille Style:</b> No Grille <b>Misc:</b> *R&C - Pine (Without Sill)	<del>\$4,995</del> <b>\$3,682</b>
<b>216</b>	Kevin's Office	58 W 58 H	<b>Window:</b> Acclaim™ Gliding Double 1:1 Active / Passive Base Frame Exterior Terratone Interior Terratone <b>Glass:</b> All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes <b>Hardware:</b> Stone Standard Color Extra Lock <b>Screen:</b> Fiberglass Full Screen <b>Grille Style:</b> No Grille <b>Misc:</b> *R&C - Pine (Without Sill)	<del>\$4,995</del> <b>\$3,682</b>



# Itemized Order Receipt

Section 11, Item C.

**DBA: RENEWAL BY ANDERSEN OF COLORADO**

Legal Name: Window Warmth LLC

C0244783

1401 West Bayaud Ave, Unit 7 | Denver, CO 80223

Phone: 720-829-4330 | Fax: 303-217-4099 | contracts@asmarterwindow.com

**Town of Minturn, dba Earle Bidez**

302 Pine St

Minturn, CO 81645

H: (970)445-2415

ID#:	ROOM:	SIZE:	DETAILS:	PRICE:
<b>217</b>	Kevin's Apt Room	61 W 37 H	<b>Window:</b> Acclaim™ Gliding Double 1:1 Meets Egress Active / Passive Base Frame Exterior Terratone Interior Terratone <b>Glass:</b> All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes <b>Hardware:</b> Stone <b>Screen:</b> Fiberglass Full Screen <b>Grille Style:</b> No Grille <b>Misc:</b> *R&C - Pine (Without Sill)	<del>\$4,036</del> <b>\$2,975</b>
<b>218</b>	Kevin's Apt Living	29 W 37 H	<b>Window:</b> Acclaim™ Casement Single Left Base Frame Exterior Terratone Interior Terratone <b>Glass:</b> All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes <b>Hardware:</b> Stone <b>Screen:</b> Fiberglass Full Screen <b>Grille Style:</b> No Grille <b>Misc:</b> *R&C - Pine (Without Sill)	<del>\$3,165</del> <b>\$2,333</b>
<b>219</b>	Scot's Apt Room	61 W 37 H	<b>Window:</b> Acclaim™ Gliding Double 1:1 Meets Egress Active / Passive Base Frame Exterior Terratone Interior Terratone <b>Glass:</b> All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes <b>Hardware:</b> Stone <b>Screen:</b> Fiberglass Full Screen <b>Grille Style:</b> No Grille <b>Misc:</b> *R&C - Pine (Without Sill)	<del>\$4,036</del> <b>\$2,975</b>
<b>220</b>	Scot's Gym/Office	61 W 37 H	<b>Window:</b> Acclaim™ Gliding Double 1:1 Meets Egress Active / Passive Base Frame Exterior Terratone Interior Terratone <b>Glass:</b> All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes <b>Hardware:</b> Stone <b>Screen:</b> Fiberglass Full Screen <b>Grille Style:</b> No Grille <b>Misc:</b> *R&C - Pine (Without Sill)	<del>\$4,036</del> <b>\$2,975</b>



# Itemized Order Receipt

Section 11, Item C.

**DBA: RENEWAL BY ANDERSEN OF COLORADO**

Legal Name: Window Warmth LLC

C0244783

1401 West Bayaud Ave, Unit 7 | Denver, CO 80223

Phone: 720-829-4330 | Fax: 303-217-4099 | contracts@asmarterwindow.com

**Town of Minturn, dba Earle Bidez**

302 Pine St

Minturn, CO 81645

H: (970)445-2415

ID#:	ROOM:	SIZE:	DETAILS:	PRICE:
221	Scot's Laundry	27 W	<b>Window:</b> Acclaim™ Casement Single Left Base Frame Exterior	<del>\$3,009</del>
		27 H	Terratone Interior Terratone <b>Glass:</b> All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes <b>Hardware:</b> Stone <b>Screen:</b> Fiberglass Full Screen <b>Grille Style:</b> No Grille <b>Misc:</b> *R&C - Pine (Without Sill)	<b>\$2,218</b>
222	Scot's Apt Room 2	61 W	<b>Window:</b> Acclaim™ Gliding Double 1:1 Meets Egress Active /	<del>\$4,036</del>
		37 H	Passive Base Frame Exterior Terratone Interior Terratone <b>Glass:</b> All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes <b>Hardware:</b> Stone <b>Screen:</b> Fiberglass Full Screen <b>Grille Style:</b> No Grille <b>Misc:</b> *R&C - Pine (Without Sill)	<b>\$2,975</b>
223	Scot's Living	29 W	<b>Window:</b> Acclaim™ Casement Single Left Base Frame Exterior	<del>\$3,165</del>
		37 H	Terratone Interior Terratone <b>Glass:</b> All Sash: High Performance SmartSun with HeatLock Glass, No Pattern High Altitude Breather Tubes <b>Hardware:</b> Stone <b>Screen:</b> Fiberglass Full Screen <b>Grille Style:</b> No Grille <b>Misc:</b> *R&C - Pine (Without Sill)	<b>\$2,333</b>
224	Scot's Patio	72 W	<b>Patio Door:</b> Gliding 200 Series Narroline 2 Panel Active /	<del>\$11,773</del>
		80 H	Stationary Aluminum Sill Exterior Terratone® Interior Pine <b>Glass:</b> All Sash: Tempered High Perf. SmartSun with Heatlock Glass, No Pattern High Altitude Breather Tubes <b>Hardware:</b> Albany, Stone Exterior Keyed Lock Auxiliary Foot Lock Color Matched <b>Screen:</b> Gliding Full Screen <b>Grille Style:</b> No Grille <b>Misc:</b> None	<b>\$8,679</b>
<b>WINDOWS: 34    PATIO DOORS: 2    ENTRY DOORS: 0    SPECIALTY: 0    MISC: 1</b>				<b>RETAIL TOTAL    \$170,751</b> <b>DISCOUNT TOTAL    \$44,873</b> <b>PROJECT TOTAL    \$125,878</b>



*Renewal by Andersen is committed to our customers' safety by complying with the rules and lead-safe work practices specified by the EPA.*



# Notice of Cancellation

Section 11, Item C.

**DBA: RENEWAL BY ANDERSEN OF COLORADO**

Legal Name: Window Warmth LLC

C0244783

1401 West Bayaud Ave, Unit 7 | Denver, CO 80223

Phone: 720-829-4330 | Fax: 303-217-4099 | [contracts@smarterwindow.com](mailto:contracts@smarterwindow.com)

**Town of Minturn ,dba Earle Bidez**

302 Pine St

Minturn, CO 81645

H: (970)445-2415

You, the buyer(s) may cancel this transaction at any time prior to midnight on 12/07/2024

## NOTICE OF CANCELLATION

Date of Transaction: 12/04/24. You may cancel this transaction, without any penalty or obligation, before midnight on 12/07/2024 or the third business day after the date of this transaction, whichever date is later. If you cancel, any property traded in, any payments made by you under the Contract or Sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the Seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the Seller at your residence, in substantially as good condition as when received, any goods delivered to you under this Contract or Sale; or you may, if you wish, comply with the instructions of the Seller regarding the return shipment of the goods at the Sellers expense and risk. If you do make the goods available to the Seller and the Seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the Seller, or if you agree to return the goods to the Seller and fail to do so, then you remain liable for performance of all obligations under the Contract. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to:

dba: Renewal By Andersen of Colorado

Legal Name: Window Warmth LLC

1401 West Bayaud Ave, Unit 7

Denver, CO 80223

Phone: 720-829-4330

Fax: 303-217-4099

Email: [contracts@smarterwindow.com](mailto:contracts@smarterwindow.com)

NOT LATER THAN MIDNIGHT OF 12/07/2024

OR THE THIRD BUSINESS DAY AFTER THE DATE

OF THIS TRANSACTION, WHICHEVER DATE IS LATER.

I HEREBY CANCEL THIS TRANSACTION

\_\_\_\_\_  
**BUYER SIGNATURE**

\_\_\_\_\_  
**DATE**

## NOTICE OF CANCELLATION

Date of Transaction: 12/04/24. You may cancel this transaction, without any penalty or obligation, before midnight on 12/07/2024 or the third business day after the date of this transaction, whichever date is later. If you cancel, any property traded in, any payments made by you under the Contract or Sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the Seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the Seller at your residence, in substantially as good condition as when received, any goods delivered to you under this Contract or Sale; or you may, if you wish, comply with the instructions of the Seller regarding the return shipment of the goods at the Sellers expense and risk. If you do make the goods available to the Seller and the Seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the Seller, or if you agree to return the goods to the Seller and fail to do so, then you remain liable for performance of all obligations under the Contract. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to:

dba: Renewal By Andersen of Colorado

Legal Name: Window Warmth LLC

1401 West Bayaud Ave, Unit 7

Denver, CO 80223

Phone: 720-829-4330

Fax: 303-217-4099

Email: [contracts@smarterwindow.com](mailto:contracts@smarterwindow.com)

NOT LATER THAN MIDNIGHT OF 12/07/2024

OR THE THIRD BUSINESS DAY AFTER THE DATE

OF THIS TRANSACTION, WHICHEVER DATE IS LATER.

I HEREBY CANCEL THIS TRANSACTION

\_\_\_\_\_  
**BUYER SIGNATURE**

\_\_\_\_\_  
**DATE**



# Terms and Conditions of Sale

Section 11, Item C.

**DBA: RENEWAL BY ANDERSEN OF COLORADO**

Legal Name: Window Warmth LLC

C0244783

1401 West Bayaud Ave, Unit 7 | Denver, CO 80223

Phone: 720-829-4330 | Fax: 303-217-4099 | [contracts@smarterwindow.com](mailto:contracts@smarterwindow.com)

**Town of Minturn ,dba Earle Bidez**

302 Pine St

Minturn, CO 81645

H: (970)445-2415

"I", "my" and "me" means each person who signs this Agreement as a Buyer. "Contractor" means Window Warmth, LLC d/b/a Renewal by Andersen of Colorado. "We and "us" mean both the Buyer, or Buyers if more than one, and the Contractor. Window Warmth, LLC d/b/a Renewal by Andersen of Colorado is an authorized and independent dealer of Renewal by Andersen. You are entering into a contract with Window Warmth, LLC d/b/a Renewal by Andersen of Colorado.

**Warranties/Intended Use:** I understand that Andersen Corporation ("Andersen") is providing me with a warranty in connection with my purchase. I understand that I should read Andersen's written warranty for complete details of my warranty coverage and that the Andersen warranty is available for my complete review before I sign this Agreement. I understand that the Andersen warranty will not be effective or enforced while a balance due remains on this Agreement.

**Contractor's Promises:** Contractor promises to perform all work in a professional manner and within industry standards. Contractor will remove and transport away from the premises any debris and waste materials that are generated by Contractor. Contractor shall obtain all building permits for the work to be performed under this Agreement. Contractor shall maintain worker's compensation insurance and liability insurance during the term of this Agreement.

**My Promises:** I promise to Contractor that (a) I will provide Contractor with reasonable access to my property and the area in which the work is to be performed, including access to electrical outlets; (b) I will be responsible for preparation, moving, and reinstalling of any materials, personal property, cars, or equipment as may be needed for Contractor to perform its work; (c) The walls and surfaces upon which the work is to be performed are sound and suitable for the work being performed; (d) When the work is "substantially complete", I will pay Contractor the balance due on the purchase price. I understand that "substantially complete" means the work has been materially finished and is functional as intended; (e) In the event that I disagree with Contractor that the work is substantially complete, I agree that I will not withhold more than 10% of the Agreement price; (f) If taxes and/ or permitting fees are necessary to complete the work, I will pay them unless the law requires Contractor to pay them; and (g) Contractor may place a small advertising sign in Buyer's yard at the time of installation.

**Measurements:** I understand that all dimensions referred to in this Agreement are considered estimated measurements and used only for the purpose of arriving at the contract amount in this Agreement. I understand that the actual measurements will be determined during a secondary measurement by a qualified measurement technician employed by Contractor. I understand that if Contractor must make changes to the estimated measurements, Contractor may ask me to sign an addendum to this Agreement.

**Late Cancellation:** I understand that I have 3 business days to cancel this Agreement, as described on the front page of this Agreement. I understand that if I want to cancel this Agreement after those 3 business days, Contractor does not have to allow that. I understand that if Contractor does let me cancel, however, I will have to pay to Contractor a late cancellation fee equal to 25% of this Agreement's purchase price for Contractor's labor, administrative, and material costs.

**Delay/Unknown Conditions:** I understand that if Contractor determines that Contractor cannot perform the work according to Contractor's normal professional standards, then Contractor can cancel this Agreement, notify me in writing of the cancellation, and return my money to me. I understand that some of the things that could cause Contractor to cancel this Agreement would be incorrect pricing, unforeseen structural defects, or unknown pre-existing conditions to my property. I understand that Contractor is not responsible for structural or other defects in my property, and that Contractor's products do not cure those types of problems. I also understand that the work could be delayed by events that Contractor does not control, and that is acceptable to me. Some of the things that could cause the work to be delayed would be acts of God, labor strikes, inclement weather, material shortages, my inability to qualify for or obtain financing, delays by local government authorities in issuing or otherwise approving inspections, permitting, or other required authorizations for the work.

**Late Payment/Default:** I agree that if I do not pay Contractor any of the money owed when it is due, I can be charged a late fee of 1.5% on the amount owed for each month the money is owed and not paid. I also agree that if I default on my promises under this Agreement, and Contractor hires an attorney to enforce this Agreement, I will pay Contractor its reasonable legal fees and related costs or expenses, as long as it is legal for me to do that. I agree and understand that in the event that I do not pay Contractor any of the money owed when it is due, Contractor may have a claim against me, which may be enforced against my property in accordance with the applicable lien laws. I also understand that if I finance the work with Contractor or a third party, my separately provided financing documents may include a security interest. I understand that I should read those documents closely.

**SIGNATURE OF SALES PERSON:**

**SIGNATURE OF CUSTOMER 1:**

**SIGNATURE OF CUSTOMER 2:**

Dustin Davis

Town of Minturn ,dba Earle Bidez

**PRINT NAME OF SALES PERSON**

**PRINT NAME**

**PRINT NAME**



# Terms and Conditions of Sale

Section 11, Item C.

**DBA: RENEWAL BY ANDERSEN OF COLORADO**

Legal Name: Window Warmth LLC

C0244783

1401 West Bayaud Ave, Unit 7 | Denver, CO 80223

Phone: 720-829-4330 | Fax: 303-217-4099 | contracts@asmarterwindow.com

**Town of Minturn ,dba Earle Bidez**

302 Pine St

Minturn, CO 81645

H: (970)445-2415

**Arbitration:** The parties hereby mutually agree in advance that should a dispute arise regarding this contract, Contractor may submit such dispute to a private arbitration service that has been approved by the Office of Consumer Affairs and Business Regulation, and Buyer(s) shall be required to submit to such arbitration as provided in MGL c. 142A. The parties further agree that if either Contractor or Buyer(s) submit a claim to arbitration, (i) the non-prevailing party will ultimately pay the cost of the arbitration, including reasonable attorneys' fees and expenses, (ii) the award of the arbitrator will be in writing and will contain findings of fact and conclusions of law, and (iii) that judgment to enforce the award may be entered in any court having proper jurisdiction.

**NOTICE:** The signatures of the parties below apply only to their agreement to alternate dispute resolution initiated by Contractor. Owner may initiate alternate dispute resolution even where this section is not signed separately by the parties.

**Interpretation of this Agreement:** I agree that this Agreement will be enforced under the laws of the state where the work is being performed. If any part of this Agreement is determined to be invalid or illegal, then I agree that the rest of this Agreement will still be valid and enforceable. We both understand that this Agreement, and any attachments, make up the entire understanding between us about the work Contractor is doing. There are no other oral or written agreements or representations on which we are relying. We both agree that any change to this Agreement must be in writing and signed by both of us. The paragraph headings contained in this Agreement are for convenience only and will not affect the meaning or interpretation of this Agreement.

**Condensation and Environmental Conditions:** Condensation, which can form on or within walls, siding, tiles, or other surfaces results from pre-existing conditions in a home and internal or external temperatures. Reducing the humidity in a home will often remedy any condensation problems. I agree that Contractor is not responsible for condensation or existing or developing spore or mold growth, which can be the result of condensation.

**By signing below, I hereby agree to the terms and conditions of this agreement.**

SIGNATURE OF SALES PERSON:

SIGNATURE OF CUSTOMER 1:

SIGNATURE OF CUSTOMER 2:

Dustin Davis

Town of Minturn ,dba Earle Bidez

PRINT NAME OF SALES PERSON

PRINT NAME

PRINT NAME



# Sales Cost Savings Program (SCSP)

Section 11, Item C.

**DBA: RENEWAL BY ANDERSEN OF COLORADO**

Legal Name: Window Warmth LLC

C0244783

1401 West Bayaud Ave, Unit 7 | Denver, CO 80223

Phone: 720-829-4330 | Fax: 303-217-4099 | [contracts@asmarterwindow.com](mailto:contracts@asmarterwindow.com)

**Town of Minturn ,dba Earle Bidez**

302 Pine St

Minturn, CO 81645

H: (970)445-2415

To: All Sales Personnel

Date: January 15, 2023

From: Matt Esler – Local Owner, Renewal by Andersen of Colorado

Re: Sales Cost Savings Program (SCSP)

At Renewal by Andersen, we are always looking for ways to **increase value**, and we've found a new way to **lower costs to our customers**. The majority of customers that we see love Renewal by Andersen and are comfortable enough to award us the project on the initial visit. For a variety of reasons, some customers feel they need time to think it over for a day or two before placing the order. This requires a second visit.

We are happy to visit our customers as many times as it takes to earn their business.

**However, when the consumer makes a buying decision on the first visit, the sales cost of additional visits is saved and we are happy to pass that savings on to our customers.**

Please keep in mind, the **savings are only realized during the initial visit.**

Best Regards,

**Matt Esler**

Renewal by Andersen of Colorado

\_\_\_\_\_  
**SIGNATURE OF SALES PERSON:**

Dustin Davis

\_\_\_\_\_  
**PRINT NAME OF SALES PERSON**

\_\_\_\_\_  
**SIGNATURE OF CUSTOMER 1:**

Town of Minturn ,dba Earle Bidez

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**SIGNATURE OF CUSTOMER 2:**

\_\_\_\_\_  
**PRINT NAME**



# Lead-Safe Form

**DBA: RENEWAL BY ANDERSEN OF COLORADO**

Legal Name: Window Warmth LLC

C0244783

1401 West Bayaud Ave, Unit 7 | Denver, CO 80223

Phone: 720-829-4330 | Fax: 303-217-4099 | contracts@asmarterwindow.com

Section 11, Item C.

**Town of Minturn ,dba Earle Bidez**

302 Pine St

Minturn, CO 81645

H: (970)445-2415

## Lead Safe Work Pamphlet Receipt and Lead Testing Permission Form

### Pamphlet Receipt

I have received a copy of the lead hazard information pamphlet informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling. I received this pamphlet before the work began.

### Permission to Test

I confirm if my house was built between and including the years of 1940 and 1978, I understand and give permission to have my house tested for Lead Paint at time the measure technician comes out to take final measurements. I understand that the if the test, does show the presence of lead paint, that the firm performing the renovation, will be required to use the lead-safe work practices required by EPA's Lead-Based Paint Renovation, Repair, and Painting Rule. I also understand that there is no added charge for using the lead safe work practices.

**By signing below, I hereby agree to the terms and conditions above.**

**SIGNATURE OF SALES PERSON:**

Dustin Davis

**PRINT NAME OF SALES PERSON**

**SIGNATURE OF CUSTOMER 1:**

Town of Minturn ,dba Earle Bidez

**PRINT NAME**

**SIGNATURE OF CUSTOMER 2:**

**PRINT NAME**



## What to Expect

**DBA: RENEWAL BY ANDERSEN OF COLORADO**

Legal Name: Window Warmth LLC

C0244783

1401 West Bayaud Ave, Unit 7 | Denver, CO 80223

Phone: 720-829-4330 | Fax: 303-217-4099 | contracts@asmarterwindow.com

Section 11, Item C.

**Town of Minturn ,dba Earle Bidez**

302 Pine St

Minturn, CO 81645

H: (970)445-2415

### SITE INSPECTION:

**OPENING YOUR HOME FOR SITE INSPECTION-** You are required to be present during your Site Inspection in order to open your home and review your contract specifications with project's assigned Installation Manager. The Installation Manager will measure the opening for each purchased unit and determine the amount of time required for your installation.

**PRE-INSTALLATION-** Once your units have a scheduled arrival date from our manufacturing facility, our office will confirm the tentative installation date with you. Please keep in mind that this installation date may need to change. Variables, such as rain and extreme weather are the most common reasons for a change in installation date. We appreciate your understanding and flexibility in advance. We will give you reminder call or text message one day prior to scheduled installation date.

**INSTALLATION DAY-** The installation crew will arrive at your home after picking up all the required installation materials from our warehouse. Due to variables in travel distance and possible morning traffic arrival times will vary, but typically the crew will arrive between 8am-10am unless you are scheduled for an afternoon installation. At the end of the project the lead installer will perform a final walk-through, complete the Zero Defect form, and issue any applicable final documentation.

### CUSTOMER RESPONSIBILITIES:

#### **POSSIBLE GLASS LOSS/LESS VISIBLE GLASS**

Customer has been made aware of the possible glass loss that is inherent with the installation of replacement windows.

#### **PAINTING AND STAINING**

Renewal by Andersen does not provide any painting or staining of window, doors, trim any surrounding areas. Our installers will not fill or prep any surfaces for paint, so as to allow you or your professional painter the opportunity to prep properly.

#### **FURNITURE AND DECORATIONS**

We ask that you remove any furniture that may block access to the windows or door openings. We ask that you remove the pictures from the walls being worked on and any decorations that are in the work area before work begins. This will greatly reduce the likelihood of any accidental damage to personal property.

#### **WINDOW COVERINGS**

Remove all blinds, shades or shutters before we arrive. We assume no liability for any new blinds or shutters: that includes fit, measuring and installation. All of these processes should be handled by a professional window treatment company.

\_\_\_\_\_  
**SIGNATURE OF SALES PERSON:**

Dustin Davis

\_\_\_\_\_  
**PRINT NAME OF SALES PERSON**

X

\_\_\_\_\_  
**SIGNATURE OF CUSTOMER 1:**

Town of Minturn ,dba Earle Bidez

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**SIGNATURE OF CUSTOMER 2:**

\_\_\_\_\_  
**PRINT NAME**



## What to Expect

**DBA: RENEWAL BY ANDERSEN OF COLORADO**

Legal Name: Window Warmth LLC

C0244783

1401 West Bayaud Ave, Unit 7 | Denver, CO 80223

Phone: 720-829-4330 | Fax: 303-217-4099 | [contracts@asmarterwindow.com](mailto:contracts@asmarterwindow.com)

Section 11, Item C.

**Town of Minturn ,dba Earle Bidez**

302 Pine St

Minturn, CO 81645

H: (970)445-2415

### AIR CONDITIONING UNITS

Owner is responsible for the removal and reinstallation of any AC units and brackets.

### ALARM SYSTEMS

Owner is responsible for the removal and reinstallation of existing alarm systems. **PLEASE CONTACT YOUR ALARM SYSTEM PROVIDER FOR DETAILS.**

### PETS

Because not all pets react favorably to the excitement of the construction process, we ask that you keep all of your pets confined during the time we are working on your home. This should keep them from becoming stressed, accidentally escaping or possible injury.

**CASH &/OR CHECK PAYMENT HOME OWNERS (ONLY) - SECOND AND FINAL PAYMENTS** The second payment is due at the start of installation and final payment is due at the substantial completion of the installation. The checks are made payable to Renewal by Andersen of Colorado. You may hand the check to the installer who will then bring the check into the office. If you have financed your project, the instructions provided by the finance institution will be followed.

### What's Included:

Renewal by Andersen will insulate, caulk and seal windows with our 3-point system to prevent water and air infiltration. Renewal by Andersen of Colorado will cleanup all job debris including the old windows and vacuuming on a nightly basis. Renewal by Andersen Limited Warranties will be in effect upon completion of the project and payment in full. **Building Permit-** The fee for any and all required building permits is to be paid by the customer to Renewal by Andersen(contractor). Contractor will secure any and all required building permits. We ask that the customer close out the permit, after installation, with the issuing municipality..

SIGNATURE OF SALES PERSON:

Dustin Davis

PRINT NAME OF SALES PERSON

X

SIGNATURE OF CUSTOMER 1:

Town of Minturn ,dba Earle Bidez

PRINT NAME

SIGNATURE OF CUSTOMER 2:

PRINT NAME



# Release Agreement

**DBA: RENEWAL BY ANDERSEN OF COLORADO**

Legal Name: Window Warmth LLC

C0244783

1401 West Bayaud Ave, Unit 7 | Denver, CO 80223

Phone: 720-829-4330 | Fax: 303-217-4099 | contracts@asmarterwindow.com

Section 11, Item C.

**Town of Minturn ,dba Earle Bidez**

302 Pine St

Minturn, CO 81645

H: (970)445-2415

I UNDERSTAND that my name, my company name, voice, picture, likeness, biographical materials, photo images of my home and/or person, and statements and/or opinions made by me, in whole or in part, edited or unedited, in any and all media (hereinafter "Information"), without limitation for any and all purposes (including but not limited to incorporating the material into commercials, advertisements, promotions, coupons, in-store displays, on-line programs, free standing inserts and/or publicity or other materials of Renewal by Andersen's products or services). I agree that Renewal by Andersen LLC will have the right to attribute this Information to me and that the Information is accurate to the best of my knowledge. No benefit has been given or promised to me in consideration of expressing my beliefs about Renewal by Andersen® products.

I hereby consent to the use of the Information to Renewal by Andersen LLC, their successors and assigns, for use without restriction as to frequency, scope or duration of usage.

In connection herewith, I hereby release and agree to hold harmless Renewal by Andersen LLC, its successors and assigns, each of them from any and all claims of any kind which I, my heirs, executors or assigns, may have on account of such use including what might be deemed to be misrepresentations of me, my character or my person due to distortion, optical illusion or faulty reproduction which may occur in the finished product.

**BUYER(S)**

**WITNESS**

X \_\_\_\_\_

 \_\_\_\_\_

**SIGNATURE**

**SIGNATURE**

**SIGNATURE**

Town of Minturn ,dba Earle Bidez

Dustin Davis

**PRINT NAME**

**PRINT NAME**

**PRINT NAME**

302 Pine St

302 Pine St

12/04/24

**ADDRESS**

**ADDRESS**

**DATE**

Minturn, CO 81645

Minturn, CO 81645

**CITY / STATE / ZIP**

**CITY / STATE / ZIP**



# Release Agreement

**DBA: RENEWAL BY ANDERSEN OF COLORADO**

Legal Name: Window Warmth LLC

C0244783

1401 West Bayaud Ave, Unit 7 | Denver, CO 80223

Phone: 720-829-4330 | Fax: 303-217-4099 | contracts@smarterwindow.com

Section 11, Item C.

**Town of Minturn ,dba Earle Bidez**

302 Pine St

Minturn, CO 81645

H: (970)445-2415

I hereby agree to waive any compensation rights and/or benefits other than the publicity my business will receive from this advertisement for my participation in this project.

Renewal by Andersen LLC, its successors and assigns, shall be the absolute owner of any and all advertising materials (and all rights therein, including the copyright) produced pursuant to this Agreement.

No promise or representation which is not expressed herein has been made to me, and I have read this release, understand it and am signing it voluntarily.

**BUYER(S)**

**WITNESS**

X \_\_\_\_\_

 \_\_\_\_\_

**SIGNATURE**

**SIGNATURE**

**SIGNATURE**

Town of Minturn ,dba Earle Bidez

Dustin Davis

**PRINT NAME**

**PRINT NAME**

**PRINT NAME**

302 Pine St

302 Pine St

12/04/24

**ADDRESS**

**ADDRESS**

**DATE**

Minturn, CO 81645

Minturn, CO 81645

**CITY / STATE / ZIP**

**CITY / STATE / ZIP**



## Price Presentation Discounts

**DBA: RENEWAL BY ANDERSEN OF COLORADO**

Legal Name: Window Warmth LLC

C0244783

1401 West Bayaud Ave, Unit 7 | Denver, CO 80223

Phone: 720-829-4330 | Fax: 303-217-4099 | contracts@asmarterwindow.com

Section 11, Item C.

**Town of Minturn, dba Earle Bidez**

302 Pine St

Minturn, CO 81645

H: (970)445-2415

**PROJECT PRICE BEFORE DISCOUNTS**

**\$170,751**

### INDIVIDUAL SAVINGS BASED ON 36 UNITS

#### Local Office Coupon

20% Off Project

Savings:

**\$34,150**

#### Local Office 5% Same Day Savings (5%)

Savings:

**\$6,830**

#### Repeat Customer Savings (3%)

Savings:

**\$3,893**

**TOTAL PRICE: \$125,878**





# Unit Net Clear Opening Report

Section 11, Item C.

**DBA: RENEWAL BY ANDERSEN OF COLORADO**  
 Legal Name: Window Warmth LLC  
 C0244783  
 1401 West Bayaud Ave, Unit 7 | Denver, CO 80223  
 Phone: 720-829-4330 | Fax: 303-217-4099 | contracts@asmarterwindow.com

**Town of Minturn, dba Earle Bidez**  
 302 Pine St  
 Minturn, CO 81645  
 H: (970)445-2415

## UNIT SPECIFICATIONS

ID	ROOM	PRODUCT TYPE	UNIT SIZE(in)	NET CLEAR OPENING			SASH TRAVEL
				WIDTH(in)	HEIGHT(in)	AREA(ft <sup>2</sup> )	
217	Kevin's Apt Room	Acclaim™ Gliding - Double	61 x 37	26 1/8	32 1/2	5.8963	Full
219	Scot's Apt Room	Acclaim™ Gliding - Double	61 x 37	26 1/8	32 1/2	5.8963	Full
220	Scot's Gym/ Office	Acclaim™ Gliding - Double	61 x 37	26 1/8	32 1/2	5.8963	Full
222	Scot's Apt Room 2	Acclaim™ Gliding - Double	61 x 37	26 1/8	32 1/2	5.8963	Full

Any requirements for emergency escape (egress) and rescue must be verified with the local code official. Some states allow replacement of the same window type or of a type that allows for a larger net clear opening without the need to meet net clear opening requirements required as for new construction.



Customer Service # (866) 936-0602

Section 11, Item C.



<https://myloan.greenskycredit.com>

Renewal By Andersen of Colorado Office  
1401 W. Bayaud Ave Denver, CO 80223  
Ph: (303) 217-4100 | Fax (303) 217-4099

Buyer/ Applicant Name Co- **Town of Minturn**

DATE: **12/04/2024**

Buyer/ Co-Applicant Name **Earle Bidez**

GS APP ID # **N/A**

Physical Address **302 Pine St**

LAST 4 SSN: **N/A**

City **Minturn** State **CO** ZIP **81645**

# Select Plan #

Total Project Amount: **\$ 125,878**

Cash/Credit Card/Check Deposit: **\$ 41,955**

Total GreenSky Financed **\$ 0**  
Loan Amount:

50% of Total GreenSky Loan Amount **\$ 0**  
Collected Immediately

Final 50% of Total GreenSky Loan Amount **\$ 0**  
Collected on 1st Day of Install

Notes: 1/3 deposit due 1/1/2025.  
Renewal by Andersen will invoice the  
Town of Minturn on this date.

Deposit collected 1/1/2025.  
The remaining balance will be  
collected 3-5 months from today in  
2 separate payments.  
  
- 1st Payment is collected on the 1st  
day of installation.  
  
- 2nd & Final payment is collected  
upon completion of the installation.

Project Consultant  
Signature

Date: **12/04/2024**

Buyer Signature

Date: **12/04/2024**



Window Warmth LLC  
dba Renewal by Andersen of Colorado  
1401 W. Bayaud Ave Unit 7  
Denver CO 80223

Date:

Buyer's Names:

Physical Address:

Municipality:

Yes Permit Required  No Permit Required



**RENEWAL**  
by **ANDERSEN**  
FULL-SERVICE WINDOW & DOOR REPLACEMENT

Section 11, Item C.

Homeowner Name: Town of Minturn

**HOA Authorization & Contact Form**

Project Consultant: Dustin Davis

# of units: 36

Check only one box and sign, please read all notations

**NO HOA EXISTS for my project or HOA approval is not required by my Association for window/door replacement.** **PROCEED WITH ORDER**  
 \*Please proceed with placing my order. **YES:**

Date: 12/04/2024

Homeowner Signature: \_\_\_\_\_

**PROJECT IS LIKE FOR LIKE - I WILL OBTAIN MY OWN HOA APPROVAL.** **PROCEED WITH ORDER**  
 \*By proceeding with an order, homeowner will accept all responsibility for order. ANY orders not approved by an association a 25% fee will be applied to any unapproved products and additional costs will be charged to homeowner to reorder any products. Any product installed in the home 100% of the contract price for installed product will be charged. **YES:**  **NO:**

Date: 12/04/2024

Homeowner Signature: \_\_\_\_\_

**PROJECT IS NOT LIKE FOR LIKE - HOA APPROVAL IS REQUIRED FOR ORDER** **PROCEED WITH ORDER :**  
**I WILL OBTAIN MY OWN HOA APPROVAL** **NO:**   
 \*Any projects not like for like will not be ordered without approval on file.  
 \*\*If requested by homeowner to proceed with an order that is not a like for like replacement, homeowner will accept 100% responsibility for the order. ANY orders not approved by an association, a 25% fee will be applied to any unapproved products and homeowner will be charged to reorder any products. Any product installed in the home 100% of the contract price for installed product will be charged.

Date: 12/04/2024

Homeowner Signature: \_\_\_\_\_

**Authorization Release for HOA \*Assistance\*:** I the undersigned, hereby authorize Renewal by Andersen to act on my behalf in all manners relating to HOA REQUESTS, including signing documents relating to these matters. Any and all acts carried out by Renewal by Andersen on my behalf shall have the same effect as acts of my own. This authorization is valid until further notice. WHEN OPTING FOR ASSISTANCE, PROVIDE CURRENT CONTACT INFORMATION \*HOA APPLICATION FEE INCLUDED\*

- Sub Division HOA (complete name ): \_\_\_\_\_
- Property Management Co: \_\_\_\_\_
- Contact Name (Manager): \_\_\_\_\_
- Telephone: \_\_\_\_\_
- HOA Management Co. Manager's E-mail: \_\_\_\_\_

**Home Owners Responsibility:** Renewal by Andersen will submit your request; notify RbA when you hear from your HOA with the decision. Your replacements will be ordered at this time.

*(Note: Some HOA's will only communicate with the Home Owner.)*

Partial Replacement **Reps to initial:** Color same: \_\_\_\_\_ Style same: \_\_\_\_\_ Grid pattern same: \_\_\_\_\_

Entire Home Replacement **Notes to HOA for changes needed. Please explain all changes not like for like.**

Please provide a brief description for each side of the home (front, back, left, right). Description for each side of the home to include if L4L, if not L4L what unit # is changing:

**Specific Notes (i.e. Like for Like, changing colors, changing grille patterns etc.)**

Date: 12/04/2024

Homeowner Signature: \_\_\_\_\_

**I DO have an HOA but I do not wish to obtain HOA approval for my window/door project.** **PROCEED WITH ORDER:**  
 \* I accept all responsibility by not obtaining HOA approval for my window/door project. By accepting responsibility I will be responsible for 100% of the contract price should I receive notification by the HOA for Non-compliance. **YES:**

Date: 12/04/2024

Homeowner Signature: \_\_\_\_\_

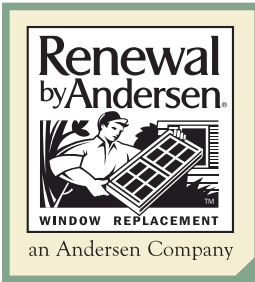
Renewal by Andersen  
1401 West Bayaud Avenue  
Denver, Colorado 80223  
303:217:4100  
303-217-4099 Fax  
coloradocontracts@renewalcolorado.com

## Homeowner's Association Process

Obtaining an approval for a replacement project can vary from association to association. Here are the most common steps on what will occur:

- 1) The **signed** HOA information is given to RbA. This authorization to act on your behalf will be sent in with the request. RBA will "cc" you on the submitted request to keep you in the loop.
- 2) The Request may come back to us asking for your original signature, at which point we will need to obtain signature via mail, email, or DocuSign.
- 3) Once submitted RbA will follow up on the status of the request.
- 4) **APPROVAL received by homeowner:** *Most HOA's will only tell the Homeowner the decision the board has made. PLEASE notify Renewal by Andersen in the event the HOA does not.*
- 5) Once an approval has been acquired, RbA will notify you that your products are being ordered and when to expect a phone call for installation.

**\*\*If changes in style are being made Renewal by Andersen will not order your windows and doors without approval from your HOA; after your products are ordered it could be 4-6 Months for delivery. \*\***



# EXTENDED LIMITED LIFETIME LABOR WARRANTY

RENEWAL BY ANDERSEN OF COLORADO

*In addition to your Renewal by Andersen® (“RBA”) products and installation being warranted under a fully transferable limited warranty provided by RBA covering parts and labor services (a copy of such warranty having been provided to you separately), Window Warmth Inc. doing business as RBA of Denver – Colorado Springs hereby provides you, the original owner, with this Extended Limited Lifetime Labor Warranty that will become effective if and when the RBA Limited Warranty expires – AND WILL CONTINUE FOR AS LONG AS YOU OWN AND RESIDE IN YOUR HOME.*

*This Extended Limited Lifetime Labor Warranty is available for inspection prior to the signing of your purchase order. This document is two (2) pages and the terms and conditions are on both the front and the reverse. Please read both sides carefully.*

~ LIMITED LIFETIME LABOR WARRANTY ON INSTALLATION ~

Upon your RBA Limited Warranty expiring, installation of your RBA window or door products by RBA of Denver – Colorado Springs is warranted by RBA of Denver – Colorado Springs for as long as you own and reside in the house in which your RBA window or door products were installed. After your RBA Limited Warranty has expired, should your Renewal by Andersen products fail to perform according to specifications due to improper original installation, RBA of Denver – Colorado Springs will bring the workmanship up to professional standards, at no cost to you.

*The following sections provide an explanation of how to obtain help under this Extended Limited Lifetime Labor Warranty (this “Warranty”) and an itemization of conditions not covered by this Warranty.*

How to Obtain Warranty Service

To submit a claim following the expiration of the RBA Limited Warranty, a copy of this Warranty and a copy of the original owner’s purchase order must be submitted in writing by registered mail to RBA of Denver – Colorado Springs with a brief explanation of the claim. You may also contact RBA of Denver – Colorado Springs at 303-217-4100 to request warranty servicing. Claims must be submitted to RBA of Denver – Colorado Springs promptly after discovery of the claimed defect and within the applicable warranty period. Claims that are determined by RBA of Denver – Colorado Springs to have been present during and subject to the RBA Limited Warranty may be refused. Upon receipt of a claim, RBA of Denver – Colorado Springs will schedule an appointment to inspect the premises and the claim within a reasonable period of time after having received the claim. If after inspection, RBA of Denver – Colorado Springs determines that a valid claim exists under this Warranty, RBA of Denver – Colorado Springs will, at RBA of Denver – Colorado Springs’ option, repair, re-install, replace, or refund the purchase price of the failing product. If RBA of Denver – Colorado Springs determines to replace any or all product(s), and if such product(s) as originally installed is no longer available, RBA of Denver – Colorado Springs shall have the right to substitute product(s) designated by RBA of Denver – Colorado Springs to be of equal quality. Replacement of a product or component does not renew the warranty period. Minor color variations may exist between replacement product and the originally installed product and are not indicative of a defective product. If, at RBA of Denver – Colorado Springs’ option, a purchase price refund is conveyed to you, then this Warranty is terminated, and repair, replacement, or removal of the RBA products shall become your sole responsibility. This Warranty is not valid unless and until the original owner has made full payment under the original RBA of Denver – Colorado Springs purchase order and all addenda thereto. Non-warranty calls for repair or adjustment may result in a service charge.

What Is Not Covered

This Warranty is granted by RBA of Denver – Colorado Springs to the original owner only and only materials purchased from and installed by RBA of Denver – Colorado Springs are covered by this Warranty. This Warranty on installation does not extend to labor/ services performed by anyone other than RBA of Denver – Colorado Springs nor to the installation or repair of any finishing or other materials that have been applied to or adjacent to the product after the initial installation by RBA of Denver – Colorado Springs. Torn or ripped screens are not considered to be labor issues, and will not be repaired under this warranty, but may be addressed by RBA of Denver – Colorado Springs upon agreement with you, for a nominal charge.

PLEASE READ ADDITIONAL TERMS AND CONDITIONS ON REVERSE PAGE



# EXTENDED LIMITED LIFETIME LABOR WARRANTY

RENEWAL BY ANDERSEN OF COLORADO

What Is Not Covered, continued

This Warranty terminates immediately upon the transfer of home ownership, unless the terms of transfer are met (see “How to Transfer This Warranty” below). This Warranty assumes normal and reasonable use of RBA products or components. Minor color or textural variations from lot to lot of product are not product or installation defects. This Warranty does not cover any other damage, workmanship, or material failure including, but not limited to, damage caused by occurrences beyond the control of RBA of Denver – Colorado Springs, such as settlement of the building, failure of the structure (including foundations and walls), use of incompatible accessories, removal, repair, or re-installation of any of RBA of Denver – Colorado Springs-installed RBA products or components by other than RBA of Denver – Colorado Springs, normal weathering, corrosive effects of salt air and chemical pollutants, normal fading, deterioration of caulking compounds, fire, flood, lightning, high winds, windblown objects, earthquake, hurricanes, ice dams, icicles and/or ice storms, atmospheric conditions or weather of catastrophic nature as defined by the U.S. National Weather Service, other acts of God, intentional acts, unreasonable use, vandalism, or pollution. This Warranty also will not apply to damages resulting from the failure to provide reasonable maintenance, including failure to clean the product, maintain sealing, painting, and/or caulking as reasonably necessary. RBA of Denver – Colorado Springs is not responsible for condensation that may form on or within a window or between windows or glass surfaces resulting from pre-existing conditions in your home and external temperatures. Some condensation may also form on the frame or portions of the roof and walls. RBA of Denver – Colorado Springs is not responsible for existing or developing spore or mold growth. There is conflicting evidence as to whether or not the existence or accumulation of molds (of which there are many different types and varieties) can be harmful to humans. Mold and mildew may be due to condensation that may form on or within walls or other surfaces resulting from pre-existing conditions in your home and internal or external temperatures. Reducing the humidity in your home will often remedy any condensation or mold problems. This Warranty does not apply to damages due to or arising from the identification, detection, abatement, encapsulation, or removal of mold, asbestos, lead-based products, or other hazardous substances inside or outside of the structure being improved.

What Voids This Warranty

Installation, removal, repair, adjustment, tampering, or re-installation of any of the RBA products or components by other than RBA of Denver – Colorado Springs voids this Warranty, and RBA of Denver – Colorado Springs expressly disclaims any liability for any costs, defects, or damages with respect to such actions.

Remedies and Rights

This Warranty is the only express warranty provided by RBA of Denver – Colorado Springs. No employee, representative, agent, nor any other person, has authority to assume or incur on behalf of RBA of Denver – Colorado Springs any obligation, liability, or responsibility in place of or in addition to this Warranty. IN NO EVENT SHALL THE DURATION OF ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BE LONGER THAN THE DURATION OF OWNERSHIP AND OCCUPATION BY THE ORIGINAL OWNER (OR SECONDARY HOMEOWNER AS PER THE BELOW-STATED CONDITIONS FOR TRANSFER) OF THE HOME ON WHICH THE RBA PRODUCT IS INSTALLED. SOME STATES DO NOT PERMIT ANY LIMITATION ON THE LENGTH OF AN IMPLIED WARRANTY, AND THEREFORE THE IMMEDIATELY PRECEDING SENTENCE MAY NOT APPLY. EXCEPT FOR THIS WARRANTY PROVIDED HEREIN, RBA OF DENVER – COLORADO SPRINGS MAKES NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. RBA OF DENVER – COLORADO SPRINGS’ LIABILITY TO OWNER (OR ANY SECONDARY HOMEOWNER) UNDER THIS DOCUMENT IS LIMITED TO THE AMOUNTS RECEIVED BY RBA OF DENVER – COLORADO SPRINGS FOR SERVICES RENDERED UNDER THE PURCHASE ORDER WITH THE ORIGINAL OWNER. IN NO EVENT SHALL RBA OF DENVER – COLORADO SPRINGS BE OBLIGATED OR LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND FOR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OF RBA OF DENVER – COLORADO SPRINGS-INSTALLED RBA PRODUCTS OR SERVICES. SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THEREFORE SOME OR ALL OF THE IMMEDIATELY PRECEDING SENTENCE MAY NOT APPLY. THIS WARRANTY PROVIDE SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

How to Transfer This Warranty

Subject to the other terms and conditions contained in this Warranty, this Warranty is transferable by the original owner if such transfer is done prior to the expiration of the RBA Limited Warranty. Any attempted transfer after expiration of the RBA Limited Warranty will be void. Any transfer by the original owner can only be done once, and the transferee will then step into the shoes of the original owner for purposes of this Warranty. To transfer this Warranty, the original owner must request, by registered mail, an inspection and re-certification of RBA of Denver – Colorado Springs-installed RBA products by RBA of Denver – Colorado Springs, and upon inspection and re-certification to the satisfaction of RBA of Denver – Colorado Springs, this Warranty shall transfer to the subsequent home owner. No other or further transfers of this Warranty are permitted.



**RENEWAL**  
by **ANDERSEN**  
FULL-SERVICE WINDOW & DOOR REPLACEMENT

**Products and Installation** Section 11, Item C.  
**Transferable Limited Warranty**

Units Installed After January 1, 2022

**Renewal by Andersen® Limited Warranty and Dispute Resolution Process**

**IMPORTANT:** Please carefully read the Dispute Resolution Process that appears in this document after the Limited Warranty. The Dispute Resolution Process includes class-action and jury trial waivers that affect your legal rights. To opt out of these waivers, you must visit our website at [www.renewalbyandersen.com/optout](http://www.renewalbyandersen.com/optout) and complete the opt-out form within one year from the original installation date of your Renewal by Andersen® products. The opt-out only applies to the terms of the Dispute Resolution Process.

**Transferable Limited Warranty on Glass**

The glass in Renewal by Andersen® factory glazed windows including High-Performance Low-E4® glass, High-Performance Low-E4® Sun glass, High-Performance Low-E4® SmartSun™ glass, high-performance HeatLock® glass, High-Performance Low-E4 PassiveSun® glass patterned glass (including obscure, fern, reed, and cascade designs), Finelight™ grilles, divided light grilles, and tempered versions of these glass options, is warranted to be free from defects in manufacturing, materials, and workmanship for a period of twenty (20) years from the original installation date. It is also warranted not to develop, under normal conditions, any material obstruction of vision or broken glass resulting from manufacturing defects or as a result of premature failure of the glass or organic seal for a period of twenty (20) years from the original installation date. This limited warranty on glass does not apply to special order glazings, discontinued glass, art glass, insulated art glass, impact-resistant glass, or glass that is not factory installed by Renewal by Andersen.

In the event a glass failure occurs as a result of a defect in manufacturing, materials, or workmanship within the limited warranty period, Renewal by Andersen, at its option, will: (1) provide and install the appropriate replacement glass product or (2) provide a factory-authorized repair to the existing glass. Such replacement or repair is warranted for the remainder of the original limited warranty period.

**Transferable Limited Warranty on Fibrex® Material Components**

The Fibrex® material components of your Renewal by Andersen windows (including frame, sash, and exterior grilles) are warranted not to flake, rust, blister, peel, crack, pit, or corrode and to be free from defects in manufacturing, materials, and workmanship for a period of twenty (20) years from the original installation date.

In the event a Fibrex material component fails as a result of a defect in manufacturing, materials or workmanship within the limited warranty period, Renewal by Andersen, at its option, will: (1) provide and install the appropriate replacement components or (2) provide a factory-authorized repair to the existing product. Such replacement or repair is warranted for the remainder of the original limited warranty period.

**Transferable Limited Warranty on Components Other Than Glass and Fibrex® Material**

The non-glass components of your Renewal by Andersen windows, including non-electric operators, locks, lifts, balance systems, hinges, handles, insect screens, weatherstripping, sash, and frame members, are warranted to be free from defects in manufacturing, materials, and workmanship for a period of ten (10) years from the original installation date. In the event a component other than glass or Fibrex material fails as a result of a defect in manufacturing, materials, or workmanship within the limited warranty period, Renewal by Andersen, at its option, will: (1) provide and install the appropriate replacement parts or (2) provide a factory-authorized repair to the existing product. Such replacement or repair is warranted for the remainder of the original limited warranty period.

**Transferable Limited Warranty on Exterior Color Finish**

The color finish on Fibrex® material exterior components (frame, sash, window sills, and grilles) on Renewal by Andersen windows is warranted to be free from manufacturing defects resulting in color fade greater than 5 delta-E\* (Hunter) when measured in accordance with ASTM D2244-16el, for a period of ten (10) years from the original installation date.

Weatherstripping, accessories, and hardware, including insect screen frames, handles, trim sets, and lock components, exterior trim profiles, and exterior aluminum coil stock are not covered by this exterior color finish warranty.

In the event there is a defect covered by this limited warranty for exterior color finish within the limited warranty period, Renewal by Andersen, at its option, will: (1) refinish the product – labor is included (the finish will be applied with standard commercial refinishing techniques and may not be the same finish as originally applied to the product) or (2) repair or replace the affected product or component. Such replacement parts, refinishing, or repairs are warranted for the remainder of the original limited warranty period.

**Transferable Limited Warranty on Installation**

Installation of your Renewal by Andersen® windows or other Andersen® window and/or door products by Renewal by Andersen installed after January 1, 2022 is warranted for a period of five (5) years from the date of original installation. During this period, should your Renewal by Andersen window or door fail to perform according to our specifications due to improper original installation, we will bring the workmanship up to our professional standards, at no cost to you. See the Andersen product warranties for additional warranty details.

This limited warranty on installation does not extend to labor/services performed by anyone other than the original Renewal by Andersen installer or other contractor authorized by Renewal by Andersen nor to the installation or repair of any finishing or other materials that have been applied to or adjacent to the product after the initial installation.



**Non Renewal by Andersen Products**

For products that are not specifically branded Renewal by Andersen, see the specific product warranties for those Andersen products available at [andersenwindows.com](http://andersenwindows.com).

**No Other Warranties or Representations**

**THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES ARE LIMITED TO THE APPLICABLE STATUTE OF LIMITATIONS, BUT IN NO CASE WILL EXTEND BEYOND THE LIMITED WARRANTY PERIODS SPECIFIED ABOVE. RENEWAL BY ANDERSEN EXCLUDES AND WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF CONTRACT, TORT, OR OTHERWISE. THE REMEDY OF REPAIR OR REPLACEMENT OF THE PRODUCT PROVIDED BY THIS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSS OR DAMAGE.**

**Applicable Law**

This Limited Warranty is only applicable in the U.S.A. (i.e., the fifty states and the District of Columbia) and Canada. This Limited Warranty gives you specific legal rights, and you may have other rights which vary from state to state or province. Some states do not allow the exclusion or limitation of incidental or consequential damages or limitation of the duration of an implied warranty, so the above limitations or exclusions may not apply to you. If any specific term of this Limited Warranty is prohibited by any applicable law, it shall be null and void, but the remainder of this Limited Warranty shall remain in full force and effect.

**Non-Warranty Repair or Replacement**

You will be responsible for all costs related to any repair or replacement that is not covered by this Limited Warranty or which is outside of the limited warranty period. When warranty coverage is unclear, Renewal by Andersen may charge an inspection fee for any on-site product inspection. If the service provider determines the Renewal by Andersen product has a defect covered by this Limited Warranty, the inspection fee will be waived.

## Specific Additional Exclusions

In addition to any other limitations or exclusions in this Limited Warranty, Renewal by Andersen shall have no obligation for product failure, damage, or costs due to or related to the following:

- Product modifications or glass shading devices (e.g., glass tinting, security systems, painting or staining, insulated coverings, etc.)
- Failure due to the application of non Renewal by Andersen hardware (e.g., locksets, trim sets, hinges, panic hardware, closers, etc.)
- Water infiltration other than as a result of a defect in manufacturing, materials, or workmanship
- Failure as a result of settling or structural failure of the structure in which the products are installed
- Condensation
- Improper maintenance, such as use of brick wash, razor blades, sealants, sanding, or improper washing
- Failure to properly seal and maintain the exposed wood portions and veneer of a product in accordance with Renewal by Andersen painting or staining guidelines
- Obtaining safe and reasonable access to the product for service
- Fading of furniture, flooring, window coverings, or other surrounding materials
- Chemicals or airborne pollutants, such as salt or acid rain
- Accidents
- Acts of God
- Normal wear and tear

## Additional Items Excluded from This Limited Warranty:

- Products not manufactured by Renewal by Andersen
- Products not purchased through Renewal by Andersen and installed by an authorized Renewal by Andersen installer
- Installation services other than by authorized Renewal by Andersen installers
- Removal of Renewal by Andersen windows from the structure in which it was originally installed by anyone other than an authorized Renewal by Andersen installer
- Labor, service, and materials to paint or stain any repaired or replaced product, component, trim, finish, or other materials applied to or adjacent to products or other carpentry work that may be required
- The performance of the low-maintenance exterior glass coating on products with High-Performance Low-E4® glass (performance will vary depending on environmental conditions)
- Slight glass curvature, minor scratches, or other imperfections in the glass that do not impair structural integrity or significantly obscure normal vision
- Rattling of grille bars within an air space
- Insects passing through or around the insect screen
- Tarnish or corrosion to hardware finishes
- Special glazings – contact us concerning the limited warranty on special glazings
- Broken glass
- Art glass and decorative insulated art glass, impact-resistant glass
- Fading of furniture, flooring, window coverings, or other surrounding materials
- Other product series: Some products, product options, and accessories have their own limited warranties and are not covered by this Limited Warranty. For information on warranty coverage, please refer to the specific limited warranties for these products available at [andersenwindows.com](http://andersenwindows.com)

## Warranty Claim Procedure

To make a claim under this Limited Warranty, contact the nearest Renewal by Andersen location, our Warranty Service Line at 800-441-1109, or visit our website at [renewalbyandersen.com](http://renewalbyandersen.com). We will contact you to investigate your claim within approximately two weeks after notification and arrange for appropriate action. Warranty services may be provided by Renewal by Andersen and/or an authorized Renewal by Andersen service provider.

You can help us serve you faster by providing the following important information:

- The serial number of the affected product (located on a label affixed to the top or side of the window frame)
- Description of the product concerns
- Documentation of the purchase date, if available
- Your name, address (with zip code) where product is installed, and telephone numbers

## Dispute Resolution Process

Section 11, Item C.

### General

If you are dissatisfied with the remedy provided to you under the Limited Warranty set forth above or have any other claim against Renewal by Andersen related to your Renewal by Andersen® products, you and Renewal by Andersen agree to resolve the claim using the following process ("Dispute Resolution Process"). This Dispute Resolution Process will apply to claims of any nature relating to your Renewal by Andersen product ("Dispute(s)"). Disputes include, but are not limited to: claims for breach of contract or breach of warranty; claims for violation of state or federal laws or regulations; claims based in tort, negligence, or product liability; claims based in fraud or fraud in the inducement, marketing, or advertising claims; and claims related to the enforceability or effect of any term of the Limited Warranty or the Dispute Resolution Process, including, but not limited to, the waivers of class action and jury trials.

### Notice Required

To assert a Dispute, you must first provide Renewal by Andersen with written notice. A Notice of Dispute form is available for your use on Renewal by Andersen's website at [www.renewalbyandersenwindows.com/noticeofdispute](http://www.renewalbyandersenwindows.com/noticeofdispute).

### Renewal by Andersen Response

Renewal by Andersen will have 60 days from receipt of your Notice of Dispute to respond to you in writing. In that response or at any later time, Andersen may make one or more written offers to you to resolve your Dispute.

### No Class-Action or Jury Trials

**YOU AGREE THAT YOU MAY ASSERT DISPUTES AGAINST RENEWAL BY ANDERSEN ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. AS PART OF THIS DISPUTE RESOLUTION PROCESS, YOU AND ANDERSEN ALSO AGREE TO WAIVE ANY RIGHT TO A JURY AND AGREE TO HAVE ALL DISPUTES HEARD AND DECIDED SOLELY BY THE FEDERAL OR STATE COURT JUDGE.**

### Opt-Out Procedure

You may opt out of this Dispute Resolution Process by completing and submitting a written Opt-Out Notice. The Opt-Out Notice is located on Renewal by Andersen's website at [www.renewalbyandersen.com/optout](http://www.renewalbyandersen.com/optout). Whether or not you opt out of the Dispute Resolution Process, all terms of the Limited Warranty set forth above remain in force and effect.

### Applicable Law and Severability

This Dispute Resolution Process, including, but not limited to, issues related to its enforceability and effect, will be governed by the laws of the State of Minnesota without regard to conflict of law principles. If any term of this Dispute Resolution Process is found to be invalid or unenforceable in any particular jurisdiction, that term will not apply to that issue in that jurisdiction. Instead, that term will be severed with the remaining terms continuing in full force and effect.

### Questions

If you have questions about the Dispute Resolution Process or Opt-Out Procedure, contact us at 1-800-441-1109.

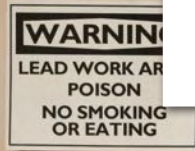


**RENEWAL**  
**by ANDERSEN**  
FULL-SERVICE WINDOW & DOOR REPLACEMENT

THE LEAD-SAFE CERTIFIED

Section 11, Item C.

# RENOVATE RIGHT



CAUTION CAUTION CAUTION CAUTION CAUTION CAUTION



1-800-424-LEAD (5323)

[epa.gov/getleadsafe](http://epa.gov/getleadsafe)

EPA-740-K-10-001

Revised September 2011



Important lead hazard information for families, child care providers and schools.



This document may be purchased through the U.S. Government Printing Office online at [bookstore.gpo.gov](http://bookstore.gpo.gov) or by phone (toll-free): 1-866-512-1800.

## IT'S THE LAW!

Federal law requires contractors that disturb painted surfaces in homes, child care facilities and schools built before 1978 to be certified and follow specific work practices to prevent lead contamination. Always ask to see your contractor's certification.

Federal law requires that individuals receive certain information before renovating more than six square feet of painted surfaces in a room for interior projects or more than twenty square feet of painted surfaces for exterior projects or window replacement or demolition in housing, child care facilities and schools built before 1978.

- Homeowners and tenants: renovators must give you this pamphlet before starting work.
- Child care facilities, including preschools and kindergarten classrooms, and the families of children under six years of age that attend those facilities: renovators must provide a copy of this pamphlet to child care facilities and general renovation information to families whose children attend those facilities.

## WHO SHOULD READ THIS PAMPHLET?

### This pamphlet is for you if you:

- Reside in a home built before 1978.
- Own or operate a child care facility, including preschools and kindergarten classrooms, built before 1978, or
- Have a child under six years of age who attends a child care facility built before 1978.

### You will learn:

- Basic facts about lead and your health.
- How to choose a contractor, if you are a property owner.
- What tenants, and parents/guardians of a child in a child care facility or school should consider.
- How to prepare for the renovation or repair job.
- What to look for during the job and after the job is done.
- Where to get more information about lead.

### This pamphlet is not for:

- **Abatement projects.** Abatement is a set of activities aimed specifically at eliminating lead or lead hazards. EPA has regulations for certification and training of abatement professionals. If your goal is to eliminate lead or lead hazards, contact the National Lead Information Center at **1-800-424-LEAD (5323)** for more information.
- **“Do-it-yourself”** projects. If you plan to do renovation work yourself, this document is a good start, but you will need more information to complete the work safely. Call the National Lead Information Center at **1-800-424-LEAD (5323)** and ask for more information on how to work safely in a home with lead-based paint.
- **Contractor education.** Contractors who want information about working safely with lead should contact the National Lead Information Center at **1-800-424-LEAD (5323)** for information about courses and resources on lead-safe work practices.



## RENOVATING, REPAIRING, OR PAINTING?



- Is your home, your building, or the child care facility or school your children attend being renovated, repaired, or painted?
- Was your home, your building, or the child care facility or school where your children under six years of age attend built before 1978?

If the answer to these questions is YES, there are a few important things you need to know about lead-based paint.

This pamphlet provides basic facts about lead and information about lead safety when work is being done in your home, your building or the child care facility or school your children attend.

### The Facts About Lead

- Lead can affect children's brains and developing nervous systems, causing reduced IQ, learning disabilities, and behavioral problems. Lead is also harmful to adults.
- Lead in dust is the most common way people are exposed to lead. People can also get lead in their bodies from lead in soil or paint chips. Lead dust is often invisible.
- Lead-based paint was used in more than 38 million homes until it was banned for residential use in 1978.
- Projects that disturb painted surfaces can create dust and endanger you and your family. Don't let this happen to you. Follow the practices described in this pamphlet to protect you and your family.

## LEAD AND YOUR HEALTH

### Lead is especially dangerous to children under six years of age.

Lead can affect children's brains and developing nervous systems, causing:

- Reduced IQ and learning disabilities.
- Behavior problems.



### Even children who appear healthy can have dangerous levels of lead in their bodies.

Lead is also harmful to adults. In adults, low levels of lead can pose many dangers, including:

- High blood pressure and hypertension.
- Pregnant women exposed to lead can transfer lead to their fetuses. Lead gets into the body when it is swallowed or inhaled.
- People, especially children, can swallow lead dust as they eat, play, and do other normal hand-to-mouth activities.
- People may also breathe in lead dust or fumes if they disturb lead-based paint. People who sand, scrape, burn, brush, blast or otherwise disturb lead-based paint risk unsafe exposure to lead.

### What should I do if I am concerned about my family's exposure to lead?

- A blood test is the only way to find out if you or a family member already has lead poisoning. Call your doctor or local health department to arrange for a blood test.
- Call your local health department for advice on reducing and eliminating exposures to lead inside and outside your home, child care facility or school.
- Always use lead-safe work practices when renovation or repair will disturb painted surfaces.

For more information about the health effects of exposure to lead, visit the EPA lead website at [epa.gov/lead/pubs/leadinfo](http://epa.gov/lead/pubs/leadinfo) or call 1-800-424-LEAD (5323).

### There are other things you can do to protect your family every day.

- Regularly clean floors, window sills, and other surfaces.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat a healthy, nutritious diet consistent with the USDA's dietary guidelines, that helps protect children from the effects of lead.
- Wipe off shoes before entering the house.

## WHERE DOES THE LEAD COME FROM?

### Dust is the main problem.

The most common way to get lead in the body is from dust. Lead dust comes from deteriorating lead-based paint and lead-contaminated soil that gets tracked into your home. This dust may accumulate to unsafe levels. Then, normal hand-to-mouth activities, like playing and eating (especially in young children), move that dust from surfaces like floors and window sills into the body.

### Home renovation creates dust.

Common renovation activities like sanding, cutting, and demolition can create hazardous lead dust and chips.

### Proper work practices protect you from the dust.

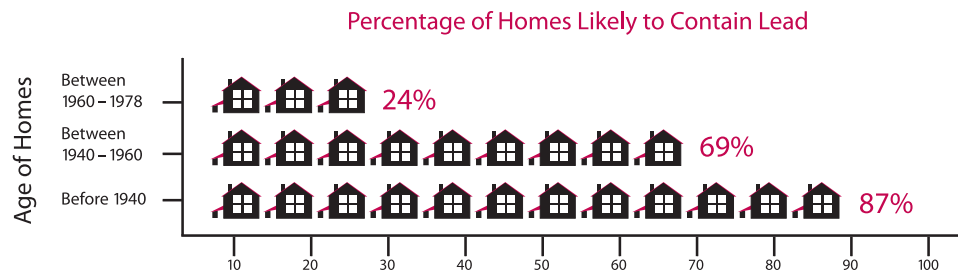
The key to protecting yourself and your family during a renovation, repair or painting job is to use lead-safe work practices such as containing dust inside the work area, using dust-minimizing work methods, and conducting a careful cleanup, as described in this pamphlet.

### Other sources of lead.

Remember, lead can also come from outside soil, your water, or household items (such as lead-glazed pottery and lead crystal). Contact the National Lead Information Center at 1-800-424-LEAD (5323) for more information on these sources.



## CHECKING YOUR HOME FOR LEAD-BASED PAINT



### Older homes, child care facilities, and schools are more likely to contain lead-based paint.

Homes may be single-family homes or apartments. They may be private, government-assisted, or public housing. Schools are preschools and kindergarten classrooms. They may be urban, suburban, or rural.

### You have the following options:

#### You may decide to assume your home, child care facility, or school contains lead.

Especially in older homes and buildings, you may simply want to assume lead-based paint is present and follow the lead-safe work practices described in this brochure during the renovation, repair, or painting job.

#### You can hire a certified professional to check for lead-based paint.

These professionals are certified risk assessors or inspectors, and can determine if your home has lead or lead hazards.

- A certified inspector or risk assessor can conduct an inspection telling you whether your home, or a portion of your home, has lead-based paint and where it is located. This will tell you the areas in your home where lead-safe work practices are needed.
- A certified risk assessor can conduct a risk assessment telling you if your home currently has any lead hazards from lead in paint, dust, or soil. The risk assessor can also tell you what actions to take to address any hazards.
- For help finding a certified risk assessor or inspector, call the National Lead Information Center at 1-800-424-LEAD (5323).

You may also have a certified renovator test the surfaces or components being disturbed for lead by using a lead test kit or by taking paint chip samples and sending them to an EPA-recognized testing laboratory. Test kits must be EPA-recognized and are available at hardware stores. They include detailed instructions for their use.

## FOR PROPERTY OWNERS

### You have the ultimate responsibility for the safety of your family, tenants, or children in your care.

This means properly preparing for the renovation and keeping persons out of the work area (see p. 8). It also means ensuring the contractor uses lead-safe work practices.

Federal law requires that contractors performing renovation, repair and painting projects that disturb painted surfaces in homes, child care facilities, and schools built before 1978 be certified and follow specific work practices to prevent lead contamination.

### Make sure your contractor is certified, and can explain clearly the details of the job and how the contractor will minimize lead hazards during the work.

- You can verify that a contractor is certified by checking EPA's website at [epa.gov/getleadSAFE](http://epa.gov/getleadSAFE) or by calling the National Lead Information Center at 1-800-424-LEAD (5323). You can also ask to see a copy of the contractor's firm certification.
- Ask if the contractor is trained to perform lead-safe work practices and to see a copy of their training certificate.
- Ask them what lead-safe methods they will use to set up and perform the job in your home, child care facility or school.
- Ask for references from at least three recent jobs involving homes built before 1978, and speak to each personally.

### Always make sure the contract is clear about how the work will be set up, performed, and cleaned.

- Share the results of any previous lead tests with the contractor.
- You should specify in the contract that they follow the work practices described on pages 9 and 10 of this brochure.
- The contract should specify which parts of your home are part of the work area and specify which lead-safe work practices will be used in those areas. Remember, your contractor should confine dust and debris to the work area and should minimize spreading that dust to other areas of the home.
- The contract should also specify that the contractor will clean the work area, verify that it was cleaned adequately, and re-clean it if necessary.

### If you think a worker is not doing what he is supposed to do or is doing something that is unsafe, you should:

- Direct the contractor to comply with regulatory and contract requirements.
- Call your local health or building department, or
- Call EPA's hotline 1-800-424-LEAD (5323).

If your property receives housing assistance from HUD (or a state or local agency that uses HUD funds), you must follow the requirements of HUD's Lead-Safe Housing Rule and the ones described in this pamphlet.

## FOR TENANTS AND FAMILIES OF CHILDREN UNDER SIX YEARS OF AGE IN CHILD CARE FACILITIES AND SCHOOLS

Section 11, Item C.

### You play an important role ensuring the ultimate safety of your family.

This means properly preparing for the renovation and staying out of the work area (see p. 8).

Federal law requires that contractors performing renovation, repair and painting projects that disturb painted surfaces in homes built before 1978 and in child care facilities and schools built before 1978, that a child under six years of age visits regularly, to be certified and follow specific work practices to prevent lead contamination.

The law requires anyone hired to renovate, repair, or do painting preparation work on a property built before 1978 to follow the steps described on pages 9 and 10 unless the area where the work will be done contains no lead-based paint.



### If you think a worker is not doing what he is supposed to do or is doing something that is unsafe, you should:

- Contact your landlord.
- Call your local health or building department, or
- Call EPA's hotline 1-800-424-LEAD (5323).

If you are concerned about lead hazards left behind after the job is over, you can check the work yourself (see page 10).



## PREPARING FOR A RENOVATION

### The work areas should not be accessible to occupants while the work occurs.

The rooms or areas where work is being done may need to be blocked off or sealed with plastic sheeting to contain any dust that is generated. Therefore, the contained area may not be available to you until the work in that room or area is complete, cleaned thoroughly, and the containment has been removed. Because you may not have access to some areas during the renovation, you should plan accordingly.

### You may need:

- Alternative bedroom, bathroom, and kitchen arrangements if work is occurring in those areas of your home.
- A safe place for pets because they too can be poisoned by lead and can track lead dust into other areas of the home.
- A separate pathway for the contractor from the work area to the outside in order to bring materials in and out of the home. Ideally, it should not be through the same entrance that your family uses.
- A place to store your furniture. All furniture and belongings may have to be moved from the work area while the work is being done. Items that can't be moved, such as cabinets, should be wrapped in plastic.
- To turn off forced-air heating and air conditioning systems while the work is being done. This prevents dust from spreading through vents from the work area to the rest of your home. Consider how this may affect your living arrangements.

You may even want to move out of your home temporarily while all or part of the work is being done.

Child care facilities and schools may want to consider alternative accommodations for children and access to necessary facilities.



## DURING THE WORK

Federal law requires contractors that are hired to perform renovation, repair and painting projects in homes, child care facilities, and schools built before 1978 that disturb painted surfaces to be certified and follow specific work practices to prevent lead contamination.

The work practices the contractor must follow include these three simple procedures, described below:

**1. Contain the work area.** The area must be contained so that dust and debris do not escape from that area. Warning signs must be put up and plastic or other impermeable material and tape must be used as appropriate to:

- Cover the floors and any furniture that cannot be moved.
- Seal off doors and heating and cooling system vents.
- For exterior renovations, cover the ground and, in some instances, erect vertical containment or equivalent extra precautions in containing the work area.

These work practices will help prevent dust or debris from getting outside the work area.

**2. Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited.

They are:

- Open flame burning or torching.
- Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment.
- Using a heat gun at temperatures greater than 1100°F.



There is no way to eliminate dust, but some renovation methods make less dust than others. Contractors may choose to use various methods to minimize dust generation, including using water to mist areas before sanding or scraping; scoring paint before separating components; and prying and pulling apart components instead of breaking them.

**3. Clean up thoroughly.** The work area should be cleaned up daily to keep it as clean as possible. When all the work is done, the area must be cleaned up using special cleaning methods before taking down any plastic that isolates the work area from the rest of the home. The special cleaning methods should include:

- Using a HEPA vacuum to clean up dust and debris on all surfaces, followed by
- Wet wiping and wet mopping with plenty of rinse water.

When the final cleaning is done, look around. There should be no dust, paint chips, or debris in the work area. If you see any dust, paint chips, or debris, the area must be re-cleaned.

## FOR PROPERTY OWNERS: AFTER THE WORK IS DONE

When all the work is finished, you will want to know if your home, child care facility, or school where children under six attend has been cleaned up properly.

### EPA Requires Cleaning Verification.

In addition to using allowable work practices and working in a lead-safe manner, EPA's RRP rule requires contractors to follow a specific cleaning protocol. The protocol requires the contractor to use disposable cleaning cloths to wipe the floor and other surfaces of the work area and compare these cloths to an EPA-provided cleaning verification card to determine if the work area was adequately cleaned. EPA research has shown that following the use of lead-safe work practices with the cleaning verification protocol will effectively reduce lead-dust hazards.

### Lead-Dust Testing.

EPA believes that if you use a certified and trained renovation contractor who follows the LRRP rule by using lead-safe work practices and the cleaning protocol after the job is finished, lead-dust hazards will be effectively reduced. If, however, you are interested in having lead-dust testing done at the completion of your job, outlined below is some helpful information.

#### What is a lead-dust test?

- Lead-dust tests are wipe samples sent to a laboratory for analysis. You will get a report specifying the levels of lead found after your specific job.

#### How and when should I ask my contractor about lead-dust testing?

- Contractors are not required by EPA to conduct lead-dust testing. However, if you want testing, EPA recommends testing be conducted by a lead professional. To locate a lead professional who will perform an evaluation near you, visit EPA's website at [epa.gov/lead/pubs/locate](http://epa.gov/lead/pubs/locate) or contact the National Lead Information Center at **1-800-424-LEAD (5323)**.
- If you decide that you want lead-dust testing, it is a good idea to specify in your contract, before the start of the job, that a lead-dust test is to be done for your job and who will do the testing, as well as whether re-cleaning will be required based on the results of the test.
- You may do the testing yourself. If you choose to do the testing, some EPA-recognized lead laboratories will send you a kit that allows you to collect samples and send them back to the laboratory for analysis. Contact the National Lead Information Center for lists of EPA-recognized testing laboratories.



## FOR ADDITIONAL INFORMATION

You may need additional information on how to protect yourself and your children while a job is going on in your home, your building, or child care facility.

The National Lead Information Center at **1-800-424-LEAD (5323)** or [epa.gov/lead/nlic](http://epa.gov/lead/nlic) can tell you how to contact your state, local, and/or tribal programs or get general information about lead poisoning prevention.

- State and tribal lead poisoning prevention or environmental protection programs can provide information about lead regulations and potential sources of financial aid for reducing lead hazards. If your state or local government has requirements more stringent than those described in this pamphlet, you must follow those requirements.
- Local building code officials can tell you the regulations that apply to the renovation work that you are planning.
- State, county, and local health departments can provide information about local programs, including assistance for lead-poisoned children and advice on ways to get your home checked for lead.



The National Lead Information Center can also provide a variety of resource materials, including the following guides to lead-safe work practices. Many of these materials are also available at [epa.gov/lead/pubs/brochure](http://epa.gov/lead/pubs/brochure)

- Steps to Lead Safe Renovation, Repair and Painting.
- Protect Your Family from Lead in Your Home
- Lead in Your Home: A Parent's Reference Guide



For the hearing impaired, call the Federal Information Relay Service at 1-800-877-8339 to access any of the phone numbers in this brochure.

## EPA CONTACTS

### EPA Regional Offices

EPA addresses residential lead hazards through several different regulations. EPA requires training and certification for conducting abatement and renovations, education about hazards associated with renovations, disclosure about known lead paint and lead hazards in housing, and sets lead-paint hazard standards.

Your Regional EPA Office can provide further information regarding lead safety and lead protection programs at [epa.gov/lead](http://epa.gov/lead).

#### Region 1

(Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)  
Regional Lead Contact  
U.S. EPA Region 1  
Suite 1100  
One Congress Street  
Boston, MA 02114-2023  
(888) 372-7341

#### Region 2

(New Jersey, New York, Puerto Rico, Virgin Islands)  
Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

#### Region 3

(Delaware, Maryland, Pennsylvania, Virginia, Washington, DC, West Virginia)  
Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA  
19103-2029  
(215) 814-5000

#### Region 4

(Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)  
Regional Lead Contact  
U.S. EPA Region 4  
61 Forsyth Street, SW  
Atlanta, GA 30303-8960  
(404) 562-9900

#### Region 5

(Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)  
Regional Lead Contact  
U.S. EPA Region 5  
77 West Jackson Boulevard  
Chicago, IL 60604-3507  
(312) 886-6003

#### Region 6

(Arkansas, Louisiana, New Mexico, Oklahoma, Texas)  
Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue,  
12th Floor  
Dallas, TX 75202-2733  
(214) 665-7577

#### Region 7

(Iowa, Kansas, Missouri, Nebraska)  
Regional Lead Contact  
U.S. EPA Region 7  
901 N. 5th Street  
Kansas City, KS 66101  
(913) 551-7003

#### Region 8

(Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)  
Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop Street  
Denver, CO 80202  
(303) 312-6312

#### Region 9

(Arizona, California, Hawaii, Nevada)  
Regional Lead Contact  
U.S. Region 9  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-8021

#### Region 10

(Alaska, Idaho, Oregon, Washington)  
Regional Lead Contact  
U.S. EPA Region 10  
1200 Sixth Avenue  
Seattle, WA 98101-1128  
(206) 553-1200

## OTHER FEDERAL AGENCIES

### CPSC

The Consumer Product Safety Commission (CPSC) protects the public from the unreasonable risk of injury or death from 15,000 types of consumer products under the agency's jurisdiction. CPSC warns the public and private sectors to reduce exposure to lead and increase consumer awareness. Contact CPSC for further information regarding regulations and consumer product safety.

### CPSC

4330 East West Highway  
Bethesda, MD 20814  
Hotline 1-(800) 638-2772  
[cpsc.gov](http://cpsc.gov)

### CDC Childhood Lead Poisoning Prevention Branch

The Centers for Disease Control and Prevention (CDC) assists state and local childhood lead poisoning prevention programs to provide a scientific basis for policy decisions, and to ensure that health issues are addressed in decisions about housing and the environment. Contact CDC Childhood Lead Poisoning Prevention Program for additional materials and links on the topic of lead.

### CDC Childhood Lead Poisoning Prevention Branch

4770 Buford Highway, MS F-40  
Atlanta, GA 30341  
(770) 488-3300  
[cdc.gov/nceh/lead](http://cdc.gov/nceh/lead)

### HUD Office of Healthy Homes and Lead Hazard Control

The Department of Housing and Urban Development (HUD) provides funds to state and local governments to develop cost-effective ways to reduce lead-based paint hazards in America's privately-owned low-income housing. In addition, the office enforces the rule on disclosure of known lead paint and lead hazards in housing, and HUD's lead safety regulations in HUD-assisted housing, provides public outreach and technical assistance, and conducts technical studies to help protect children and their families from health and safety hazards in the home. Contact the HUD Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control research and outreach grant programs.

### U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control  
451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
HUD's Lead Regulations Hotline  
(202) 402-7698  
[hud.gov/offices/lead/](http://hud.gov/offices/lead/)



## SAMPLE PRE-RENOVATION FORM

Section 11, Item C.

This sample form may be used by renovation firms to document compliance with the Federal pre-renovation education and renovation, repair, and painting regulations.

### Occupant Confirmation

Pamphlet Receipt

- I have received a copy of the lead hazard information pamphlet informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began.

Printed Name of Owner-occupant

Signature of Owner-occupant

Signature Date

### Renovator's Self Certification Option (for tenant-occupied dwellings only)

Instructions to Renovator: If the lead hazard information pamphlet was delivered but a tenant signature was not obtainable, you may check the appropriate box below.

- Declined** – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below at the date and time indicated and that the occupant declined to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit with the occupant.
- Unavailable for signature** – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below and that the occupant was unavailable to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit by sliding it under the door or by (fill in how pamphlet was left).

Printed Name of Person Certifying Delivery

Attempted Delivery Date

Signature of Person Certifying Lead Pamphlet Delivery

Unit Address

**Note Regarding Mailing Option** — As an alternative to delivery in person, you may mail the lead hazard information pamphlet to the owner and/or tenant. Pamphlet must be mailed at least seven days before renovation. Mailing must be documented by a certificate of mailing from the post office.



To: Mayor and Town Council  
From: Michelle Metteer  
Date: December 18, 2024  
Agenda Item: Town Manager Recruitment

**REQUEST:**

The Council to authorize staff to spend up to an identified dollar amount for the purposes of entering into a professional services agreement with a recruitment firm for the purposes of recruiting and hiring a new town manager.

**INTRODUCTION:**

On December 6, 2024, I submitted my letter of resignation to the Mayor and Town Council, providing for a 60-day transition period prior to my formal resignation on February 7, 2025. As part of the transition process, the Town Council should consider hiring an outside professional or organization to lead the recruitment process for obtaining a new town manager.

**ANALYSIS:**

The town manager’s role is a critical hire for the execution of Council-directed policy, organization of staff operations and facilitation of relationships between residents and businesses with the town. For the recruitment of a new town manager, an emphasis should be placed on finding someone who is the right “fit” for not only the Council but also the staff and community. Minturn’s town manager role must handle matters which are remedial and task-oriented in nature (like distributing snowmelt) to management and project execution. This role is more management based than leadership focused, and a new hire should be prepared to be “in the weeds” with the town staff on a daily basis. The Minturn town staff is too small to support a town manager position which is not addressing managerial matters daily. A recruitment professional or organization can facilitate finding the right “fit” to ensure a strong position placement with a long-term commitment to the organization.

**COMMUNITY INPUT:**

Community feedback will be included in the recruitment and hiring process.

**BUDGET / STAFF IMPACT:**

TBD/Approximately \$20,000+

**STRATEGIC PLAN PRIORITY OR VALUE:**

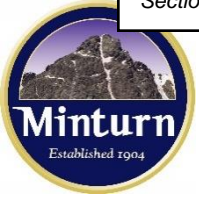
**TRANSPARENCY**

**RECOMMENDED ACTION OR PROPOSED MOTION:**

- Approve town staff to spend up to a specific dollar amount to enter into a professional services agreement with a third-party recruiting professional or organization.

**ATTACHMENTS:**

- None



To: Mayor and Town Council  
From: Michelle Metteer  
Date: December 18, 2024  
Agenda Item: Water Treatment Plant Funding & Direction

**REQUEST:**

The Minturn Council to provide direction to staff regarding the construction and implementation of a new membrane water treatment plant.

**INTRODUCTION:**

The need for a new water treatment facility has been at the forefront of Minturn staff efforts and public discussions with the Town Council for years. The most recent direction provided by the Council was to determine any remaining WTP funding opportunities available and present those findings prior to subsequent direction from the Council.

**ANALYSIS:**

Water treatment plant funding opportunities for Minturn are limited due to the Town’s above-average area median income and lack of listing as a disadvantaged community. Opportunities are further hindered by the restrictions imposed on the ability for an Enterprise Fund (Minturn’s water utility) to accept outside dollars. The limitations of Minturn’s funding opportunities are additionally outlined in the Sustainable Strategies Minturn Water Treatment Plant Resourcing Memorandum (attached to this memorandum).

Much to the Town’s credit, grant funds have been approved for \$3,000,000 in Congressionally Directed Spending as well as \$159,000 from the Colorado River Water Conservation District Community Funding Partnership program. In addition to these funds, Minturn has applied for a \$3,000,000 grant through the Bureau of Reclamation program. That program will announce award recipients in March of 2025. Of note, as part of the Bureau of Reclamation grant application, definitive dates were required for the water treatment plant project start and completion. This is common for most grant applications which require specific notice of firm project start and end dates.

Additional long-term funding relief may come from the ability to sell one or more recently acquired parcels of land through the Battle North settlement agreement and possibly the inclusion of Battle North’s potential/future development project within Minturn’s post-2008 water service area. This information, along with an updated water rate analysis, and future WTP projected cost increases due to construction delay and inflation, will be presented to the Council the evening of December 18<sup>th</sup> so as to facilitate a final water treatment plant discussion and request for direction.

**COMMUNITY INPUT:**

Community feedback has been included in public conversations pertaining to Minturn’s water treatment facilities dating back to 2018.

**BUDGET / STAFF IMPACT:**

TBD/Approximately \$13M+ before long-term additional cost savings.

**STRATEGIC PLAN PRIORITY OR VALUE:**

**INFRASTRUCTURE & SERVICES**

**RECOMMENDED ACTION OR PROPOSED MOTION:**

- Direct staff to proceed with the design, engineering and construction of a new membrane water treatment plant.

**ATTACHMENTS:**

- Minturn Water Treatment Plant Resourcing Memorandum
- Water Treatment Plant Timeline and Associated Materials



# MEMORANDUM

**To:** Michelle Metteer, Town Manager, Minturn, CO  
**From:** Sarah Marin, Senior Associate & Client Services Manager  
**Date:** September 26, 2024  
**Subject:** **Minturn Water Treatment Plant Funding Resources Memo**

---

This memorandum outlines the federal funding landscape for water infrastructure projects that could support Minturn’s water treatment plant (WTP) modernization needs. Both the Bipartisan Infrastructure Law (BIL) and the Inflation Reduction Act (IRA) are primed to provide significant funding for water infrastructure, climate resilience, and drought mitigation in the United States. These resources provide historic levels of investment designed to deliver a wide range of water programs, advance environmental justice by prioritizing low-income and disadvantaged communities, and combat climate change by reducing greenhouse gas emissions and other air and water pollutants.

### Background

The Town of Minturn, Colorado, is a one-of-a-kind Rocky Mountain town with a vibrant sense of community. Home to just 1,033 residents and nestled between the Vail and Beaver Creeks, Minturn has strived to maintain its identity separate from other communities in Eagle County but has struggled with infrastructure backlogs. The Town of Minturn has been evaluating the best way to improve the reliability of water production at its existing slow sand direct filtration water treatment plant (WTP). At 60 years old, the plant struggles to meet Colorado Department of Public Health & Environment (CDPHE) regulations, limiting the quantity of water it can treat, and it was found in 2018 that there were no liners on Filters 1 and 2, requiring removal from service and significantly decreasing Minturn’s production capacity.

Funds are needed to support the modernization and modification of the facility to ensure a reliable supply of safe drinking water. Minturn has undertaken feasibility analyses and planning to modernize the plant, and now seeks construction funds to improve the facility to meet current and future water infrastructure needs and requirements. The installation

of new water treatment processes will help meet the community's anticipated growth needs by expanding the capacity and reliability of the Town's water infrastructure.

The Town has completed 30% of the design and engineering for the construction of a new membrane water treatment plant to improve the resiliency of the water supply. These systems are relatively simple to operate compared to conventional processes (for example, no need for coagulation or settling. This plan would include a new building to house the membrane skids, and requisite chemical storage systems would be constructed in the unoccupied area owned by Minturn to the south of the existing filters. The existing outdoor filters would be converted into detention ponds for backwash waste. The estimated capacity following Phase 2 would expand to 1.2 mgd, with an offline standby unit. The opinion of probable cost for construction is \$11.9 million, with an additional \$1.5 to \$2 million in architectural and engineering services required.

### **Funding Sought & Secured To-Date**

Minturn has successfully secured grants to support the modernization of its WTP and address water infrastructure needs. Since 2021, the Town has secured over \$3 million in federal and philanthropic funding to support this effort. These funds include:

- \$184,000 in Community Funding Partnership (CFP) funding from the Colorado River District
- \$1 million in State and Tribal Assistance Grant (STAG) funding administered through the Environmental Protection Agency (EPA) through congressionally-directed spending in FY2022 federal appropriations
- \$2 million in State and Tribal Assistance Grant (STAG) funding administered through the Environmental Protection Agency (EPA) through congressionally-directed spending in FY2023 federal appropriations

In addition, the Town sought but was unable to secure a \$1 million U.S. Department of Agriculture "Rural Development Water and Waste Disposal" earmark from Congressman Joe Neguse in the FY2025 federal appropriations process.

### **Federal Funding Landscape**

Recent historic federal investments in infrastructure have introduced billions of dollars in financing to support water needs across the United States. These funds span several agencies, including the Environmental Protection Agency (EPA), the U.S. Department of Agriculture (USDA), the U.S. Bureau of Reclamation (USBR), and the U.S. Department of Interior (DOI).

The Biden Administration has made it a priority to allocate federal funding to projects in communities or neighborhoods that are most affected by poverty, historical

disadvantage, climate change, pollution, and environmental hazards. However, while Minturn is a small, rural community with a small population, the Town does not have any census tracts that qualify as “historically disadvantaged” based on the widely used federal [Climate and Economic Justice Screening Tool](#), and likewise Minturn cannot meet most other federal standards for funding for “disadvantaged” communities.

Minturn’s median household income, at \$103,333, higher than the Eagle County median income of \$98,887 and state median income of \$92,911, also precludes the Town from taking advantage of many USDA Rural Development programs, such as the [USDA Water and Waste Disposal Loan and Grant Program](#), [Special Evaluation Assistance for Rural Communities and Households \(SEARCH\) program](#), and [Community Facilities Direct Loan and Grant program](#), which establish income limits as thresholds for the level of grants or loan funding where funds are frequently provided on a graduated scale with smaller communities with the lowest median household income being eligible for projects with a higher proportion of grant funds.

### **Enterprise Fund Limitations**

The Town's Enterprise Fund has specific restrictions in place regarding the use of external funding for the water treatment plant. According to these restrictions, the total amount of grants and other special funding within the enterprise fund cannot exceed 10% of the total fund revenues generated by that fund. If this limit is surpassed, it would disrupt the Enterprise status, potentially impacting any existing debt owed by the enterprise. In such a situation, it may become necessary to seek approval from taxpayers through a ballot issue in order to continue making debt payments.

It is recommended that the Town only break the Enterprise Fund revenue restrictions for large funding sources. It's important to note that this restriction does not apply to federal funding sources. In 2021, the Town received an award of approximately \$350,000 from the Colorado River District (CRD) but could only accept \$184,000 due to the Enterprise Fund restrictions on funding from State agencies.

### **Timing Considerations**

The Town has faced challenges in determining the best course of action for the project, which has taken over two years. This has hindered the Town's ability to pursue federal, state, and philanthropic funding during this period of heavy federal investment. Without a clearly defined scope of work or cost estimates for the project, the Town has been unable to apply for funding for which it may be eligible. This is because the project's development stage did not align with various program eligibility requirements.

As the project progresses and reaches the 30% design stage, it is crucial to seize the opportunity to explore and apply for additional sources of grant and/or loan funding. The Town should move quickly on the project as any delays in implementing the project will lead to escalating costs for the Town. However, it's important to note that many grant and loan programs have specific timelines and may not allow grant/loan funding to cover costs incurred before federal award.

**Grant Funding Opportunities**

The Addendum to this memorandum outlines over twenty-five (25) sources of federal, state, and philanthropic funding that are currently available to support water infrastructure projects. Rows highlighted in gray indicate programs where the Town does not meet the eligibility requirements. It's important to emphasize that while there are numerous sources of grant funding available for water infrastructure planning, only a few offer funding levels that can meet the substantial \$10+ million required for the complete scope of WTP modernization. Additionally, it is crucial to note that many larger funding sources primarily provide loans rather than grants.

**Alternatives to Grant Funding**

The Town of Minturn should explore alternative funding options to complete the modernization of the WTP. One viable option could involve seeking loan principal forgiveness from relevant authorities, while another option could be selling parcels of land owned by the town. Both strategies could provide the necessary funds to ensure the successful completion of the WTP modernization project.

*Please contact Sarah Marin at Sarah.Marin@strategiesdc.com or 202.308.7125 with any questions.*

State Water Resources			
Opportunity	Purpose	Amount, Match, & Deadline	Potential Uses & Key Considerations
<b>Colorado Water Conservation Board (CWCB)</b>			
<a href="#">CWCB Colorado Water Plan Grants</a>	To make progress on the critical actions and measurable objectives identified in the <a href="#">Colorado Water Plan</a> including, water storage and supply, water sharing agreements, conservation and land use planning, engagement and innovation, agricultural projects, and environmental and recreation projects.	<p><b>Amount:</b> Typically less than \$300,000</p> <p><b>Match:</b> 50% match for all construction projects and 25% match for all plans or studies</p> <ul style="list-style-type: none"> <li>No more than half of the match may be in the form of in-kind services</li> </ul> <p><b>Deadlines:</b> December 1 and July 1 annually.</p>	<ul style="list-style-type: none"> <li>A source of funding for water conservation efforts.</li> <li>Past expenditures directly related to the water activity may be considered as matching funds if the expenditures occurred within 9 months of the execution date of the contract or purchase order with the State.</li> <li>Completed feasibility studies must be submitted with an engineer’s estimate of probable costs for grant requests that include costs for final engineering plans and construction.</li> <li><b>Contact:</b> Kevin Reidy, Program Officer, <b>Conservation &amp; Land Use Planning</b></li> <li>E: <a href="mailto:kevin.reidy@state.co.us">kevin.reidy@state.co.us</a></li> </ul>
<a href="#">CWCB Water Supply Reserve Fund Grants</a>	To assist Colorado water users in addressing their critical water supply issues and interests. The funds help eligible entities	<p><b>Amount:</b> Typically no more than \$300,000</p> <p><b>Match:</b> 25%</p> <p><b>Deadlines</b> include October 1, December 1, February 1, April 1, June 1, and August 1 annually.</p>	<ul style="list-style-type: none"> <li>Funds focused on planning and design.</li> <li>Funds can be used for technical assistance regarding permitting, feasibility studies and environmental compliance</li> <li>Studies or analysis of structural, nonstructural, consumptive and non-consumptive water needs, projects or activities</li> <li>Design of structural projects or activities</li> </ul>

	<p>complete water activities.</p> <p>Prior to submitting an application to CWCB, the applicant must receive written approval from the region’s basin roundtable.</p>		<ul style="list-style-type: none"> <li>• Infrastructure replacement or maintenance projects</li> </ul> <p><b>Contact:</b> Ben Wade, Water Conservation Coordinator</p> <ul style="list-style-type: none"> <li>• <b>E:</b> <a href="mailto:ben.wade@state.co.us">ben.wade@state.co.us</a></li> <li>• <b>P:</b> 303-866-3441 x3238</li> </ul>
<p>CWCB <a href="#">Federal Technical Assistance Grants for Colorado Water Projects</a></p>	<p>Provides technical assistance and administrative support to entities applying for federal IJA or other federally available funding. The projects must assist with raw water and water supply projects that directly support the objectives and goals of the Colorado Water Plan.</p>	<p><b>Amount:</b> A total of \$2 million remains in the entire program fund. Grants are typically small.</p> <p><b>Match:</b> 25%</p> <ul style="list-style-type: none"> <li>• Project costs may consist of a combination of in-kind and cash match, but no more than half (12.5%) of the match may be in the form of in-kind services.</li> </ul> <p><b>Deadline:</b> Grants will be awarded on a rolling basis through December 2024; grant funds must be fully expended by December 2026.</p>	<ul style="list-style-type: none"> <li>• Source of funds for additional design of the WTP.</li> <li>• Staff in discussion with Program Manager</li> <li>• Priority will be given to Disadvantaged Communities</li> <li>• <b>Technical Assistance includes Local Capacity Grants and Technical Assistance Grants.</b></li> <li>• <b>Local Capacity Grants</b> are direct awards to grantees to develop projects and submit competitive federal grant applications.</li> <li>• <b>Technical Assistance Grants provide a</b> contractor hired by CWCB to perform a wide variety of water project services, including researching federal grant opportunities, project design and cost estimation, and federal application development/grant writing.</li> </ul> <p><b>Contact:</b> Michael Regan, Budget Analyst</p> <ul style="list-style-type: none"> <li>• <b>P:</b> (303) 866-3441Ext. 3214</li> <li>• <b>E:</b> <a href="mailto:michael.regan@state.co.us">michael.regan@state.co.us</a></li> </ul>

<b>Colorado Department of Public Health &amp; Environment (CDPHE)</b>			
<p><a href="#">CDPHE Small Communities Water and Wastewater Grants</a></p>	<p>The program is part of the Colorado Water Quality Control Commission’s Regulation 55 - State Funded Water and Wastewater Infrastructure Programs. It is for eligible entities that serve a population of no more than 5,000 people, with financial need considered.</p>	<p><b>Amount:</b></p> <ul style="list-style-type: none"> <li>• Tier I projects can receive up to \$50,000 Tier I projects and are intended to fund planning and design projects.</li> <li>• Funding for Tier II projects is up to \$400,000 and are intended to fund infrastructure projects including planning, design, and construction.</li> </ul> <p><b>Deadline:</b> Last round was February of 2021.</p>	<ul style="list-style-type: none"> <li>• Waiting to see if program reopens.</li> <li>• Tier II projects must contain a construction component.</li> <li>• Eligible entities that serve a population of no more than five thousand people, with financial need.</li> <li>• Financial need is determined during the application process by DOLA.</li> </ul> <p><b>Contact</b></p> <ul style="list-style-type: none"> <li>• <b>E:</b> <a href="mailto:cdphe.wqcd.watergrants@state.co.us">cdphe.wqcd.watergrants@state.co.us</a></li> <li>• <b>P:</b> 720-248-7394</li> </ul>
<p><a href="#">CDPHE Water Quality Improvement (WQIF) Grant</a></p>	<p>To improve water quality in Colorado by providing grant funds for water quality improvement projects and stormwater management training and best practices using civil penalties</p>	<p><b>Amount:</b> Awards vary annually, but usually up to \$250,000</p> <p><b>Match:</b> At least 10% is required. Higher match percentage will score more points.</p> <p><b>Deadline:</b> The program typically opens in the fall.</p>	<ul style="list-style-type: none"> <li>• The program is funded by civil penalties collected by the state, and varies each year.</li> <li>• There are five categories of eligible projects. The program funds different categories on project per each Request for Application (RFA). Funding for projects to improve water quality where there has been a civil penalty imposed for a water quality violation, but focus is on stormwater projects. <a href="#">See categories here.</a></li> </ul>

	from water quality violations.		<p><b>Contact:</b></p> <ul style="list-style-type: none"> <li>• <b>E:</b> <a href="mailto:CDPHE_WQCD_Contracts+LAU@state.co.us">CDPHE_WQCD_Contracts+LAU@state.co.us</a></li> </ul>
<p><a href="#">CDPHE Emerging Containments in Small or Disadvantaged Communities Grant Program</a></p>	<p>To assist public water systems in small or disadvantaged communities with planning and design grants, and infrastructure funding to reduce public health risks from emerging contaminants including PFAS, manganese and other emerging contaminants.</p>	<p><b>Amount:</b> Tier 1: Planning and Design Grants of up to \$300,000. Tier 2: Infrastructure Grants of up to \$10 million</p> <p><b>Deadline:</b> It is anticipated that future RFA application periods will be open twice per year in January and June in 2024, 2025, 2026, 2027, or 2028.</p>	<ul style="list-style-type: none"> <li>• For the removal of emerging contaminants only</li> <li>• Funded by the EPA but administered by the CDPHE</li> <li>• <b>Contact:</b> <a href="mailto:cdphe_wqcd_ec_sdc_grants@state.co.us">cdphe_wqcd_ec_sdc_grants@state.co.us</a></li> </ul>
<p><a href="#">CDPHE Assistance Grants Program</a></p>	<p>These grants are intended to help public water systems reach or consistently comply with the Colorado Primary Drinking Water Regulations, and/or address a potential or existing water quality challenge.</p>	<p><b>Amount:</b> Awards are up to \$25,000 with a total of \$150,000 annually.</p> <ul style="list-style-type: none"> <li>• 2024 round is closed</li> </ul>	<ul style="list-style-type: none"> <li>• Potential source of funding for a small component of the water plant project</li> <li>• State funded program and projects must be completed within the calendar year they are awarded.</li> </ul> <p><b>Contact:</b> Angela Green Garcia, Drinking Water Coach at <a href="mailto:angela.garcia@state.co.us">angela.garcia@state.co.us</a> or Kyra Gregory drinking water training specialist at <a href="mailto:kyra.gregory@state.co.us">kyra.gregory@state.co.us</a></p>

<p><a href="#">CDPHE PFAS Grant Program</a></p>	<p>This program provides funding opportunities for sampling efforts to test groundwater and surface water, water treatment infrastructure, and emergency assistance for communities and water systems affected by these chemicals.</p>	<p><b>Amount:</b> There is no award ceiling, although entities receiving more than \$100,000 will have to submit detailed project reports.  <b>Match:</b> Not required  <b>Deadline:</b> Application will open January 2025 and close Spring 2025</p>	<ul style="list-style-type: none"> <li>• The amount of funding available varies on an annual basis.</li> <li>• After completing preliminary PFAS testing, this could be used as a funding source for infrastructure projects for treatment.</li> <li>• <b>Contact:</b> <a href="mailto:cdphe_wqcd_pfas_grant@state.co.us">cdphe_wqcd_pfas_grant@state.co.us</a></li> </ul>
<p><b>Other State Resources</b></p>			
<p><a href="#">Community Funding Partnership</a></p>	<p>For the protection, conservation, use and development of water resources in the Colorado River Basin. Projects must focus on agriculture, infrastructure, healthy rivers, watershed health and water quality and conservation/efficiency.</p>	<p><b>Amount:</b> Up to \$1 million  <b>Match:</b> No minimum match percentage but program funds may not be the sole source of funding.  <b>Deadline:</b> Rolling</p>	<ul style="list-style-type: none"> <li>• Applicants are required to submit a letter of support for the project from the board(s) of county commissioners in which county the project is located and/or water from the project will be utilized.</li> <li>• Contact the River District to arrange for a pre-application meeting about the proposed projects.  Contact: <a href="mailto:partnerfunding@crwcd.org">partnerfunding@crwcd.org</a></li> </ul>
<p><a href="#">DOLA Energy/Mineral Impact Assistance Fund</a></p>	<p>To promote sustainable community development, and to</p>	<p><b>Amount:</b> Up to \$1,000,000  <b>Match:</b> One-to-one</p>	<ul style="list-style-type: none"> <li>• A potential source of funds for any water/sewer projects</li> </ul>

	increase the livability and resilience of communities through planning, construction, and maintenance of public facilities and the provision of public services.	<b>Deadline: 3-4 cycles a year</b>	<ul style="list-style-type: none"> <li>• DOLA EIAF funds are quite flexible and could be used as a source of funding for any of the water infrastructure projects.</li> <li>• Applicants are required to contact your area’s Regional Manager before a grant is submitted.</li> <li>• <b>Contact:</b> Kate McIntire, regional manager             <ul style="list-style-type: none"> <li>○ <b>E:</b> <a href="mailto:kate.mcintire@state.co.us">kate.mcintire@state.co.us</a></li> <li>○ <b>P:</b> 970-744-0760</li> </ul> </li> </ul>
<a href="#">Colorado DOLA Community Development Block Grant (CDBG)</a>	The Department of Local Affairs administers the federal Community Development Block Grant (CDBG) program for non-entitlement municipalities and counties to carry out community development activities.	<p><b>Amount:</b> Up to \$600,000, although entities can argue for higher.</p> <p><b>Match:</b> Not required but recommended.</p> <p><b>Deadline:</b> Typically late winter or early spring</p>	<ul style="list-style-type: none"> <li>• Examples of projects include sewer and water systems, commercial streetscape improvements, community centers, food banks, shelters, and health clinics.</li> <li>• Project must (1) serve low-moderate income populations; (2) prevent or eliminate blight; or (3) meet urgent public health or safety needs.</li> <li>• <b>Contact:</b> Olivia Cook, Housing Development Specialist             <ul style="list-style-type: none"> <li>○ (P) 970- 640-7576</li> <li>○ (E) <a href="mailto:olivia.cook@state.co.us">olivia.cook@state.co.us</a></li> </ul> </li> </ul>
<b>Federal Resources for Water</b>			
<b>Opportunity</b>	<b>Purpose</b>	<b>Amount, Match, &amp; Deadline</b>	<b>Potential Uses &amp; Key Considerations</b>
EPA State and Tribal Assistance Grant (STAG) Earmark	STAG Earmarks support water and wastewater projects that will result in	<p><b>Amount:</b> Up to \$7 million</p> <p><b>Match:</b> 25%</p>	<ul style="list-style-type: none"> <li>• Minturn has received two (2) STAG awards since 2022.</li> <li>• Must work with your congressional delegation to get funding authorized in FY2026 appropriations.</li> </ul>

	improvements in environmental quality and/or human health.	<b>Deadline:</b> Spring on an annual basis.	
USDA "Rural Development, Water and Waste Disposal" Earmark	Rural Development, Water and Waste Disposal" Earmark support water and wastewater projects such as rural drinking water sources, treatment, storage and disposal, sewer, and stormwater collection.	<b>Amount:</b> Recommended ask is \$1 million <b>Match:</b> 25% <b>Deadline:</b> Spring on an annual basis.	<ul style="list-style-type: none"> <li>• Must service a rural area with a population of 10,000 or less.</li> <li>• Well earmarked, good funding potential</li> <li>• Must work with your congressional delegation to get funding authorized in FY2026 appropriations.</li> <li>• This earmark is only available through House members.</li> </ul>
<a href="#">USDA Water and Waste Disposal Predevelopment Planning Grants</a>	The program helps eligible low-income communities plan and develop applications for proposed USDA Rural Development water or waste disposal project.	<p><b>Amount:</b> Maximum of \$30,000 or 75 percent of the predevelopment planning costs.</p> <ul style="list-style-type: none"> <li>• The amount of the pre-development grant will be subtracted from the total grant eligibility</li> <li>• Grants are based on demonstrated need and availability of funds.</li> </ul> <p><b>Match:</b> 25% match. <b>Deadline:</b> Applications for this program are accepted year-round</p>	<ul style="list-style-type: none"> <li>• Applicants must be unable to borrow funding</li> <li>• To be eligible a community must have a median household income below the poverty line or less than 80% of the <a href="#">statewide non-metropolitan median household income</a>. The statewide non-metropolitan median household income in Colorado in 2023 was \$90,900. The limit for assistance for this program is \$72,700.</li> <li>• The Town should <b>Contact:</b> Amy Crick, Loan Specialist, Delta Local Office after its Disadvantaged Status review by DOLA to see if the community can qualify             <ul style="list-style-type: none"> <li>○ (P) 970-399-8195</li> <li>○ (E) amy.crick@usda.gov</li> </ul> </li> </ul>

<p><a href="#">EPA Water Technical Assistance (WaterTA)</a></p>	<p>Connects communities to experts who help assess and implement solutions for their drinking water, sewage, and stormwater needs</p>	<p><b>Amount:</b> No direct funding; technical assistance only  <b>Deadline:</b> Rolling</p>	<ul style="list-style-type: none"> <li>• After reviewing your submission, the EPA or a technical assistance provider will respond with potential next steps.</li> <li>• <b>Contact:</b> <a href="mailto:waterTA@epa.gov">waterTA@epa.gov</a></li> </ul>
<p><a href="#">US BuRec WaterSMART Water and Energy Efficiency Grants</a></p>	<p>For projects that conserve and use water more efficiently; increase the production of hydropower; and accomplish other benefits that contribute to water supply reliability in the western US.</p>	<p><b>Amount:</b> Applicants may request up to \$500,000 for projects to be completed within two years; up to \$2 million for projects to be completed within three years; and up to \$5 million for projects to be completed within three years.  <b>Match:</b> Non-Federal match of 50%  <b>Deadline:</b> There are typically two rounds of funding a year: one in the spring and one in the fall.</p>	<ul style="list-style-type: none"> <li>• Project categories include: water conservation project such as canal lining, metering, irrigation flow management or renewable energy projects.</li> <li>• Applicants may submit multiple project proposals; combine interrelated or closely related projects into one application.</li> <li>• Applicants must be in the Western United States or U.S. Territories.</li> <li>• <b>Contact:</b> Josh German, Grants Management Specialist             <ul style="list-style-type: none"> <li>○ (P) (303 445-2839</li> <li>○ (E) <a href="mailto:jgerman@usbr.gov">jgerman@usbr.gov</a></li> </ul> </li> </ul>
<p><a href="#">US BuRec WaterSMART Environmental Water Resource Projects</a></p>	<p>For water conservation and efficiency projects, water management and infrastructure</p>	<p><b>Amount:</b> Applicants may request up to \$3 million for projects completed in 3 years or up to \$5 million for</p>	<ul style="list-style-type: none"> <li>• Plan to seek funding by the March deadline.</li> <li>• Working with HDR on an application.</li> <li>• Can fund both design and construction of the WTP.</li> </ul>

	<p>improvements, and river and watershed restoration and nature-based solution projects that provide significant ecological benefits, have been developed as part of a collaborative process, and help carry out an established strategy to increase the reliability of water resources</p>	<p>projects that are undertaken through a watershed group and completed in 5 years.  <b>Match:</b> A 25% match is required  <b>Deadline:</b> March 11, 2025</p>	<ul style="list-style-type: none"> <li>• <b>Contact:</b> Avra Morgan at 303-445-2906 or <a href="mailto:aomorgan@usbr.gov">aomorgan@usbr.gov</a> or Robin Graber at 303-445-2764 or <a href="mailto:rgraber@usbr.gov">rgraber@usbr.gov</a></li> </ul>
<p><a href="#">USDA Community Facilities Loans and Grants</a></p>	<p>Provides affordable funding to develop essential community facilities in rural areas of populations of 20,000 or less. Funds can be used to purchase, construct, and / or improve essential community facilities, purchase equipment and pay related project expenses</p>	<p><b>Amount:</b> Typically up to \$3 million  <b>Match:</b> 85% match for grants in communities with populations of 20,000 or less and median household income below 90% of the State nonmetropolitan median income. Interest rates set by Rural Development; loan repayment terms may not be longer than the useful life of the facility, state statutes,</p>	<ul style="list-style-type: none"> <li>• Provides low-interest direct loans, grants or a combination of both as well as a <a href="#">loan guarantee program</a></li> <li>• Priority is given based on population and median household income with priority given to small communities with a population of 5,500 or less and those having a median household income below 80% of the state nonmetropolitan median household income</li> <li>• <b>Contact:</b> Duane Dale Colorado Community Programs Director             <ul style="list-style-type: none"> <li>○ (P) (970)-529-8375</li> <li>○ (E) <a href="mailto:duane.dale@usda.gov">duane.dale@usda.gov</a></li> </ul> </li> </ul>

		the applicants authority, or a maximum of 40 years, whichever is less <b>Deadline:</b> Rolling	
<a href="#">USDA Economic Impact Initiative Grants</a>	To assist in the development of essential community facilities in rural communities with extreme unemployment and severe economic depression. Funds can be used to construct, enlarge or improve community facilities for health care, public safety and public service.	<b>Amount:</b> Typically up to \$2 million <b>Match:</b> At least a 25% match required based on need and funding available <b>Deadline:</b> The program is currently closed.	<ul style="list-style-type: none"> <li>• Rural is defined as communities with a population of 20,000 or less. Must have a not employed rate greater than 19.5% or a median household income below 90% of the state non-metropolitan median household income.</li> <li>• Grants may be made in combination with other financial assistance such as a Community Facilities direct or guaranteed loan, applicant contribution or funding from other sources.</li> <li>• <b>Contact:</b> Duane Dale Colorado Community Programs Director <ul style="list-style-type: none"> <li>○ (P) (970)-529-8375</li> <li>○ (E) <a href="mailto:duane.dale@usda.gov">duane.dale@usda.gov</a></li> </ul> </li> </ul>
<a href="#">USDA Rural Community Development Initiative Grants</a>	To support housing, community facilities and community and economic development projects in rural areas	<b>Amount:</b> Up to \$500,000 <b>Deadline:</b> Likely Summer 2025	<ul style="list-style-type: none"> <li>• Funding focus on training (homeowners and businesses) and technical assistances on strategic plan development, accessing alternative fundings sources, board training, and the creation of training tools.</li> <li>• Rural define as cities or towns with a population of 50,000 or less</li> <li>• <b>Contact:</b> Amy Crick <ul style="list-style-type: none"> <li>○ (P) (970)-399-8195</li> <li>○ (E) <a href="mailto:amy.crick@usda.gov">amy.crick@usda.gov</a></li> </ul> </li> </ul>
<a href="#">USDA Special Evaluation</a>	Helps very small, financially distressed	<b>Amount:</b> Up to \$100,000	<ul style="list-style-type: none"> <li>• Rural areas must have a population of 2,500 or less and have amedian household income below 80%</li> </ul>

<p><a href="#">Assistance for Rural Communities and Households (SEARCH) Grants</a></p>	<p>rural communities with predevelopment feasibility studies, design and technical assistance on proposed water and waste disposal projects</p>	<p><b>Deadline:</b> Rolling</p>	<p>of the state non-metropolitan median household income</p> <ul style="list-style-type: none"> <li>• Predevelopment planning costs (feasibility studies, preliminary design and engineering analysis, and technical assistance for applications) must be to support rural water, sanitary sewage, solid waste disposal and storm wastewater disposal facilities</li> <li>• <b>Contact:</b> Duane Dale Colorado Community Programs Director             <ul style="list-style-type: none"> <li>○ (P) (970)-529-8375</li> <li>○ (E) <a href="mailto:duane.dale@usda.gov">duane.dale@usda.gov</a></li> </ul> </li> </ul>
<p><a href="#">EPA Environmental and Climate Justice Community Change Grants</a></p>	<p>To benefit disadvantaged communities through projects that reduce pollution, increase community climate resilience, and build community capacity to address environmental and climate justice challenge</p>	<p><b>Amount:</b> Up to \$20 million  <b>Match:</b> No match is required  <b>Deadline:</b> November 21, 2024</p>	<ul style="list-style-type: none"> <li>• Must support environmental justice in disadvantaged communities; must be a historically disadvantaged and environmental justice community</li> <li>• <b>Contact:</b> <a href="mailto:CCGP@epa.gov">CCGP@epa.gov</a></li> </ul>
<p><a href="#">EPA Water Infrastructure Improvements for the Nation (WIIN), Small and Underserved Communities Emerging</a></p>	<p>To assist public water systems in meeting Safe Drinking Water Act (SDWA) requirements</p>	<p><b>Amount:</b> Program has \$25 million available in 2024; amount of funding that EPA awards to each state and territory is based on an allocation formula that includes factors for population</p>	<ul style="list-style-type: none"> <li>• Communities must apply through their State</li> <li>• Must benefit underserved, small, and disadvantaged communities by upgrading infrastructure to comply with the Safe Drinking Water Act, reducing exposure to Per- and Polyfluoroalkyl Substances (PFAS), removing sources of lead, and addressing additional local drinking water challenges.</li> </ul>

<p><a href="#">Contaminants Grant Program</a></p>		<p>below the poverty level, small water systems, and underserved communities <b>Deadline:</b> Program currently closed.</p>	<ul style="list-style-type: none"> <li>• General information: <a href="mailto:wiindrinkingwatergrants@epa.gov">wiindrinkingwatergrants@epa.gov</a></li> <li>• <b>Colorado Contact:</b> EPA Region 8 or CDPHE             <ul style="list-style-type: none"> <li>○ Cynthia Gonzales, EPA Region 8 at <a href="mailto:Gonzales.cynthia@epa.gov">Gonzales.cynthia@epa.gov</a></li> </ul> </li> </ul>
Loans and Bonds for Water Resources			
Opportunity	Purpose	Amount, Match, & Deadline	Potential Uses & Key Considerations
<p><a href="#">CWCB Water Project Loan Program</a></p>	<p>Provides low interest loans for the design and construction of untreated projects in Colorado. This includes agricultural and municipal water collection, storage, and delivery facilities, and hydroelectric power generation.</p>	<ul style="list-style-type: none"> <li>• Loans applications that are less than \$10 million are accepted year-round.</li> <li>• Loans for more than \$10 million must be submitted by August 1 for funding available by July of the following year.</li> </ul>	<ul style="list-style-type: none"> <li>• A source of funding for the Water Intake Reconstruction Project.</li> <li>• Projects financed by the Water Project Loan Program must align with the goals identified in Colorado’s Water Plan.</li> <li>• The standard term for a Water Project Loan Program loan is 30 years.</li> <li>• <b>Contact:</b> Matt Stearns, Program Officer, <b>Conservation &amp; Land Use Planning</b> <ul style="list-style-type: none"> <li>○ <b>E:</b> <a href="mailto:matthew.stearns@state.co.us">matthew.stearns@state.co.us</a></li> </ul> </li> </ul>
<p><a href="#">State Revolving Fund Drinking Water Revolving Funding (DWRf)</a></p>	<p>Low-interest rate loans to finance the design and construction of drinking water infrastructure. This includes treatment facilities, transmission and distribution lines,</p>	<ul style="list-style-type: none"> <li>• Direct loans for projects up to \$3 million</li> <li>• Leveraged loans for projects over \$3 million</li> <li>• Application deadlines are: Jan. 5, Feb 5, April 5, June 5,</li> </ul>	<ul style="list-style-type: none"> <li>• A source of loan/forgivable loan funding for the Water Treatment Plan.</li> <li>• Projects must be listed on the DWRf Eligibility List. The eligibility list is updated annually through a <a href="#">publicly accessible survey</a>.</li> <li>• The state helps manage environmental reviews, engineering design approvals, and conduct overall project management.</li> </ul>

	<p>source water, storage structures, and other projects related to drinking water.</p>	<p>Aug. 5, Oct 5 and Nov. 5.</p>	<p><b>Contact:</b> Alex Hawley, Grants and Loans Unit Manager</p> <ul style="list-style-type: none"> <li>• <b>P:</b> 720-248-8095</li> <li>• <b>E:</b> <a href="mailto:alex.hawley@state.co.us">alex.hawley@state.co.us</a></li> </ul>
<p>USDA <a href="#">Water &amp; Waste Disposal Loan &amp; Grant Program</a></p>	<p>The program finances the acquisition, construction or improvement of drinking water, sewer, solid waste, and storm water systems, including legal and engineering fees, land acquisition, and water and land rights.</p>	<p><b>Deadline:</b> Applications are accepted year-round.</p> <ul style="list-style-type: none"> <li>• Funding is in the form of long-term, low-interest loans with grant funding if available to reduce the impact on rate payers.</li> </ul>	<ul style="list-style-type: none"> <li>• Up to 40-year payback period, based on the useful life of the facilities financed.</li> <li>• Fixed interest rates, based on the need for the project and the median household income of the area to be served.</li> <li>• <b>Contact:</b> Amy Crick, Loan Specialist, Delta Local Office             <ul style="list-style-type: none"> <li>○ (P) 970-399-8195</li> <li>○ (E) <a href="mailto:amy.crick@usda.gov">amy.crick@usda.gov</a></li> </ul> </li> </ul>



---


## MINTURN WATER SYSTEM TIMELINE

2018, June 6:	<a href="#">Water Discussion – Special Presentation</a>
2018, Sept 5:	<a href="#">Work Session Water Discussion &amp; Review</a>
2018, Sept 19:	<a href="#">Minturn Water Source Options Presentation (Community Interconnect Discussion)</a>
2018, Oct 11:	<a href="#">CDPHE Sanitary Survey Notification</a>
2019, July 7:	<a href="#">Community Water Presentation</a>
2019, Sept 30:	<a href="#">Water System Capital Improvement Plan</a>
2020, Feb 04:	<a href="#">Minturn Copper Exceedance Memorandum</a>
2020, April 08:	<a href="#">Ordinance 05 – Series 2020; Water Moratorium</a>
2021, July 7:	<a href="#">Water Infrastructure CIP Update</a>
2021, Sept 15:	<a href="#">Capital Improvements Plan Update</a>
2022, Feb 16:	<a href="#">Memo Re: Water Moratorium Renewal</a>
2022, Feb 24:	<a href="#">SGM Water Treatment Plant &amp; Eagle River Diversion Cost Estimate</a>
2022, March 01:	<a href="#">Construction Inflation Alert Notification</a>
2022, April:	<a href="#">2022 Community Survey</a>
2022, Apr 6:	<a href="#">Congressional Directed Spending Support Letter</a>
2022, Apr 18:	<a href="#">Ord 06 – Series 2022; Outdoor Water Restrictions Regulations</a>
2022, July 7:	<a href="#">Manager Report – Water Infrastructure Funding</a>
2022, Nov 22:	<a href="#">Minturn Water Treatment Plant Funding Report</a>
2022, Dec 15:	<a href="#">Minturn Water Treatment Plant Cross Creek Alternatives</a>
2023, Jan 18:	<a href="#">Res 05 – Series 2023; Community Plan (Ch 5 Water Infrastructure)</a>
2023, Jan 25:	<a href="#">Phase I Environmental Site Assessment – Confluence Property</a>
2023, Feb 15:	<a href="#">Ord 02 – Series 2023 Water Moratorium Continuance</a>
2023, May 25:	<a href="#">Water Series Newsletter, Issue 1: Understanding Your Water Bill</a>
2023, July 26:	<a href="#">Water Series Newsletter, Issue 2: Water Rates</a>
2023, Aug 16:	<a href="#">Water Treatment Plant Alternatives Analysis Presentation</a>
2023, Aug 16:	<a href="#">Water Treatment Plant Alternatives Analysis</a>
2023, Oct 17:	<a href="#">Water Series Newsletter, Issue 3: Water Treatment Plant Analysis</a>
2024, March 25:	<a href="#">Water Series Newsletter, Issue 4: Water Treatment Update</a>
2024, May 6:	<a href="#">2024 Community Survey</a>
2024, Aug 7:	<a href="#">Minturn Water Treatment Plant 30% Design Drawings</a>
2024, Aug 7:	<a href="#">Membrane Water Treatment Plant Construction Cost Estimate</a>
2024, Nov 20:	<a href="#">Res 61 – Series 2024: Adopting the 2025-27 Strategic Plan</a>
2024, Aug 7:	<a href="#">Membrane Water Treatment Plant Construction Cost Estimate</a>
2024, Sept 26:	<a href="#">Minturn Water Treatment Plant Funding Resources Memo</a>

MEMO

TO: Michelle Metteer, Manager

DATE: December 14, 2024

FROM: James Mann, Financial Analyst 

RE: Water Treatment Plant Probable Cost – Probable Rate Impact Analysis

Based on the 30% design of the replacement water treatment plant cost estimates between \$12 million and \$14 million, the Town requested an evaluation of the impact of the project cost on the Town’s water utility rate structure. After discussion with the Town’s WTP Engineer, the \$14 million upper end of the project includes adequate contingency for the project, so the below analysis utilizes the upper end as the needed capital. The goal would be to get to a 90% design standard prior to issuing the debt, with the hopes of having a better final number to minimize the debt that would be issued.

In looking at the anticipated impacts, the following assumptions were used:

- Base Water Rates as established
- Volumetric Water Rate Tiers as established
- Implementation of a Senior Water Rate Structure that impacts 30 customers
- Project Costs - \$16,300,000 (HDR memo of 8/20/24)
  - \$14,000,000 WTP construction costs
  - \$1,100,000 design & engineering costs
  - \$1,200,000 construction management costs
- Adjustment of the Tap Fee to reflect cost of new plant – revised tap fee of \$16,271, indexed annually at the borrowing rate for the bonds
- Anticipated Community Development of 426 additional taps broken out and absorbed as follows:
  - Minturn North - 30 taps already accounted for
  - Malloit Park – 120 taps
  - 100 Block Redevelopment – 30 taps
  - Infill/Other – 246
  - Assume 30 Senior Rate Class accounts (frozen monthly fees)

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Current SFEs	756.4	756.4	726.4	741.4	766.4	796.4	826.4	856.4	886.4	901.4	906.4
Minturn North	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Malloit Park	120.0	0.0	0.0	10.0	20.0	20.0	20.0	20.0	10.0	0.0	0.0
100 Block	30.0			5.0	5.0	5.0	5.0	5.0			
Infill	246.0	0.0	0.0	0.0	0.0	5.0	5.0	5.0	5.0	5.0	5.0
Less Senior Rates			(30.0)	(30.0)	(30.0)	(30.0)	(30.0)	(30.0)	(30.0)	(30.0)	(30.0)
Total SFEs	396.0	756.4	726.4	741.4	766.4	796.4	826.4	856.4	886.4	901.4	906.4

- Anticipated Borrowing Rate of 3.50%
- Total Borrowing, including remaining engineering, construction management, and issuance costs of \$13,645,000

Michelle Metteer, Manager  
 WTP Financing Impacts – Water Utility  
 December 14, 2024  
 Page 2

- 30-year amortization schedule
- Assume half year payment in 2026, fully amortizing in 2027
- Debt Coverage at a minimum 1.20x to meet bond covenants.

Based on the above assumptions, impacts have been modeled in two scenarios. The first scenario assumes that the no changes to bond covenants occur, requiring coverage to be at the 1.20x level, while the second scenario assumes that the Town pays off the original 1997 bond covenant debt to allow rewriting of the covenants to 1.10x (will need to work with CDPHE to ensure that they will agree). The impacts are summarized below:

	Option 1 – 1.20x	Option 2 – 1.10x
<b>Annual Debt Service (new bonds)</b>	\$741,897	\$741,897
<b>Total Debt Service (all bonds)</b>	\$899,702	\$885,221
<b>Gross Debt Service (coverage)</b>	\$1,079,643	\$973,744
<b>Required Max Monthly Debt Service Charge (2027)</b>	\$117.39	\$105.88
<b>Existing Monthly Debt Service Charge</b>	\$20.59	\$11.51
<b>New WTP Monthly Debt Service Charge</b>	\$96.80	\$94.37
<b>Reduce Borrowing by \$1.0 MM Impact</b>	\$7.28	\$6.50

Currently, the Base Rate per SFE is \$110.16, and the volumetric rates are set at \$4.25/1,000 for the first 4,000 gallons, \$9.75/1,000 for the next 4,000 gallons, and \$15.00/1,000 for anything over 8,001. These rates are not projected to increase for 2025 or 2026, but are projected to increase 2.00% in 2027. With the base and volumetric rates, plus the Option 1 debt service monthly fee, the average Town rate payer monthly bill in 2027 is projected to be \$243. Without the WTP project, the average Town rate payer monthly bill in 2027 is projected to be \$146.

While the above will have a significant impact on the rate payers, the Town does have the potential of reducing costs through project savings, or by obtaining additional grant funding. Aside from those aspects, the anticipated growth of taps through the Malloit Park, 100 Block, and general infill of the Town will produce significant tap fee revenue that could be used to further offset some of the above impacts. These developments will add approximately 396 new taps to the Town, which will generate approximately \$6.2 MM of tap fee revenue. As those tap funds are receipted, the Town does have the opportunity to utilize those funds the year after they have been receipted to offset the monthly costs of the rate payers.



---

## 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.

### January 15, 2025

- Resolution for the official Town posting locations
- Ordinance \_\_ - Series 2025 (First Reading) An Ordinance Rezoning Midtown Village PUD
- Resolution\_\_ - Series 2025 A Resolution Approving Preliminary Plan and Preliminary Plat for Midtown Village PUD
- Discussion/Direction - Consideration to amend the Short-Term Rental regulations to require 2-year residency instead of ownership
- Ordinance \_\_ - Series 2025 (First Reading) An Ordinance Amending Chapters 16 and 19 of the Minturn Municipal Code Adding Flexibility Options for Historic Preservation of Structures

### February 5, 2025

- Ordinance \_\_ - Series 2025 (Second Reading) An Ordinance Rezoning Midtown Village PUD
- Ordinance \_\_ - Series 2025 (Second Reading) An Ordinance Amending Chapters 16 and 19 of the Minturn Municipal Code Adding Flexibility Options for Historic Preservation of Structures
- Ordinance \_\_ - Series 2025 (First Reading) An Ordinance to amend the Short-Term Rental regulations to require 2-year residency instead of property ownership

### February 19, 2025

- Ordinance \_\_ - Series 2025 (Second Reading) An Ordinance to amend the Short-Term Rental regulations to require 2-year residency instead of property ownership

### Dates to be Determined:

- Discussion/Direction – Wildlife Migration Corridor/Winter Habitat Area and Approved Windows for Construction
- Resolution \_\_ - A Resolution Approving the Updated Town of Minturn Employee Handbook